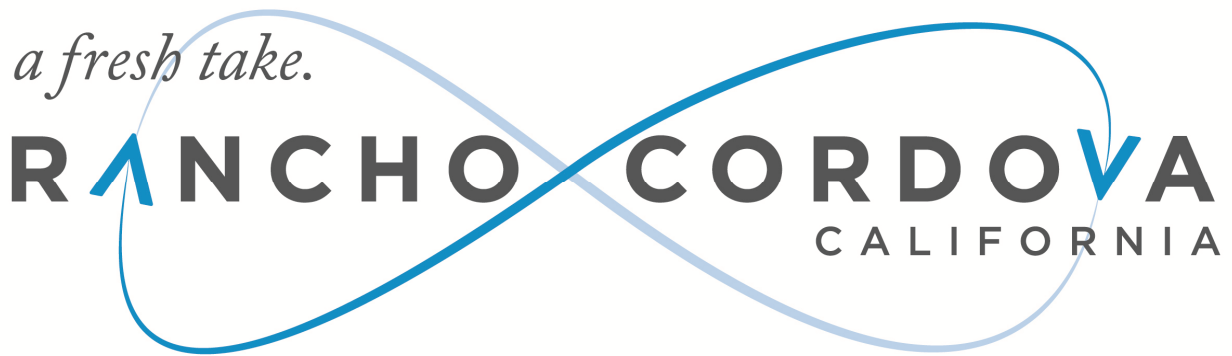


# CITY OF RANCHO CORDOVA



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

Monday, December 18, 2017

5:30 PM – Regular Meeting

### AGENDA

Donald Terry, Mayor

Linda Budge, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Garrett Gatewood, Council Member

## CITY OF RANCHO CORDOVA



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

City Hall  
2729 Prospect Park Drive, Rancho Cordova

Monday, December 18, 2017

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

### AGENDA

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

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

#### 2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

#### 3. PLEDGE OF ALLEGIANCE

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

#### 4. INVOCATION

Mark Shetler from River City Christian will give the invocation.

#### 5. SPECIAL CEREMONIES - SWEAR IN MAYOR AND VICE MAYOR

- 5.1 Swearing In of Vice Mayor.
- 5.2 Swearing In of Mayor.
- 5.3 Presentation to Outgoing Mayor Terry.

## **6. CELEBRATORY BREAK**

## **7. PRESENTATIONS**

- 7.1 Introduction of New City Employees Judy Khang, Accountant, and Tamara Artola, Senior Customer Service Representative, by Kim Juran-Karageorgiou, Administrative Services Director, and Stephen Block, Community Engagement Assistant, and Russell Hartley, Assistant Communication Specialist, by Maria Kniestedt, Communications & Public Affairs Director.

## **8. PUBLIC COMMENT**

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

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

## **9. COUNCIL REPORTS**

## **10. CITY MANAGER'S REPORT**

## **11. CONSENT CALENDAR ITEMS - ROLL CALL VOTE**

- 11.1 **Subject:** Meeting Minutes of the December 4, 2017 Special and Regular Meeting.  
**Recommendation:** Adopt Minutes.
- 11.2 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Making Certain Findings and Determinations Related to, and Accepting, the Fiscal Year 2016-17 Development Impact Fee Report for the AB 1600 Development Fees.  
**Recommendation:** Adopt Resolution No. 149-2017.  
**Result of Recommended Action:** Adoption of this Resolution approves the annual Development Impact Fee Report prepared in accordance with California Government Code Section 66000, et seq. and ensures the City remains in compliance with AB 1600 reporting requirements. Ongoing compliance means that the City can continue to collect fees from developers to ensure that new development is providing new infrastructure or funds to ensure that their impact upon the existing city is funded by the development, not by existing residents.  
**Staff Report:** Michelle Mingay, Sr. Finance Analyst.  
**Advances Goals:** 5.
- 11.3 **Subject:** Ordinance Repealing And Replacing Chapters 19.04 And 19.12 Within Title 19 Of The Rancho Cordova Municipal Code Relating To The Protection And Preservation Of Private And Public Trees.  
**Recommendation:** Staff recommends that Council waive the Second Reading and Adopt Ordinance No. 12-2017, "An Ordinance of the City Council of the City of Rancho

Cordova Repealing and Replacing Chapters 19.04 and 19.12 within Title 19 of the Rancho Cordova Municipal Code Relating to the Protection and Preservation of Private and Public Trees.”

**Result of Recommended Action:** The recommended actions will result in significant revisions to Chapters 19.04 and 19.12 of the Municipal Code.

**Staff Report:** Albert Stricker, Public Works Director.

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

- 11.4 **Subject:** Resolution Authorizing the City Manager to Execute Contract 162-2017 in the Amount of \$126,850 with Alta Planning & Design for the Cordova Creek to Trail Planning Study.

**Recommendation:** Adopt Resolution 140-2017.

**Result of Recommended Action:** Adoption of Resolution 140-2017 will authorize the City Manager to execute contract 162-2017 with Alta Planning & Design in the amount of \$126,850 to commence with a feasibility study related to a trail along Cordova Creek.

**Staff Report:** Albert Stricker, Public Works Director and Zach Bosch, Associate Civil Engineer.

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

- 11.5 **Subject:** Annexation of the Anatolia IV Subdivision Project into the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services).

**Recommendation:** Adopt Resolution No. 150-2017.

**Result of Recommended Action:** Adoption of Resolution No. 150-2017 approves Annexation Map. No. 1 for the Anatolia IV Subdivision Project into Community Facilities District No. 2013-2 (Police Services) and approves the recording of the annexation map and the Notice of Special Tax Lien.

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

**Advances Goals:** 5.

- 11.6 **Subject:** Resolution Authorizing the City Manager to Execute Contract Amendment No. 61-2015-1 in the Amount of \$125,000 with Siemens Industry, Inc. to Increase the Contract Amount from \$345,400 to \$470,400 for On-Call Street Light and Electrical Maintenance and Repair Services.

**Recommendation:** Adoption of Resolution No. 147-2017.

**Result of Recommended Action:** Adoption of this Resolution will authorize the City Manager to execute Contract Amendment No. 61-2015-1 in the amount of \$125,000 with Siemens Industry, Inc. to increase the contract amount from a not-to-exceed amount of \$345,400 to \$470,400 for On-Call Street Light and Electrical Maintenance and Repair Services.

**Staff Report:** Albert Stricker, Public Works Director and Steve Harriman, Maintenance and Operations Division Manager.

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

- 11.7 **Subject:** Approval of the Annexation Boundary Map for the Kilgore Road Soccer Complex Project and Annexation into the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

**Recommendation:** Adopt Resolution No. 146-2017.

**Result of Recommended Action:** Adoption of Resolution No. 146-2017 approves Annexation Boundary Map No. 21 for the Kilgore Road Soccer Complex project and annexation to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance, hereinafter “CFD No. 2008-1”). There is no financial impact to existing residents.

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



**Advances Goals: 5.**

- 11.8 **Subject:** Resolution Declaring City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Kilgore Road Soccer Complex project.

**Recommendation:** Adopt Resolution No.145-2017 designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Kilgore Road Soccer Complex project.

**Result of Recommended Action:** Action on this item will declare the Council's intention to impose an annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system in the Kilgore Road Soccer Complex project and sets a public hearing for January 16, 2017 on the matter. The proposed fees would not impact existing residents.

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

**Advances Goals: 5.**

**12. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE**

- 12.1 **Subject:** ARCO AM/PM Service Station Conditional Use Permit Amendment and Letter of Public Convenience and Necessity; Project No. DD9735 – Located at 4000 Sunrise Boulevard, within the Sunridge Plaza.

**Recommendation:** Adopt Resolution 151-2017.

**Result of Recommended Action:** Adoption of Resolution 151-2017 would permit the sale of alcohol, specifically beer and wine at the ARCO AM/PM service station at 4000 Sunrise Boulevard within the Sunridge Plaza Shopping Center and allow the applicant to submit for necessary the Alcoholic Beverage Control license.

**Staff Report:** June Cowles, Senior Planner.

**Advances Goals: 2 and 6**

**13. PUBLIC HEARING ITEMS**

- 13.1 **Subject:** Sunrise Auto Village Major Design Review – Project No. DD9715 – Located at 1950 Zinfandel Drive.

**Recommendation:** Approve Resolution 152-2017.

**Result of Recommended Action:** Approval of Resolution 152-2017 would allow the construction of a 7,400 square foot auto sales and repair building on the proposed site. Approval would allow the proposed building to be constructed on the existing concrete pad and utilize existing infrastructure and utilities on-site as agreed upon between the City and the previous property owners known as the Church Investors Fund.

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

**Advances Goals: 1, 5, and 6.**

**14. REGULAR CALENDAR ITEMS**

- 14.1 **Subject:** Review, discuss and provide direction to Staff regarding proposed amendments to Title 23 (Zoning Code) of the Rancho Cordova Municipal Code.

**Recommendation:** Receive a report and provide direction to staff on proposed Title 23 (Zoning Code) Amendments including changes to: allow patio cover within the rear-yard setback, reduce parking requirements for tasting rooms, change permit requirements for carwashes and auto detailing, prohibit electronic message boards on building facades, address issues related to shipping/storage containers, address residential driveway surfaces and parking locations of RVs boats and trailers.

**Result of Recommended Action:** No action will be taken by the City Council. Staff will provide an overview of the proposed amendments to Title 23 and request direction from the City Council to prepare the amendments for a future public hearing and action.

**Staff Report:** Darcy Goulart, Principal Planner.

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

- 14.2 **Subject:** Discuss Establishment of an Employee Home Loan/Down Payment Assistance Program.

**Recommendation:** Discuss timing and parameters for the possible establishment of an employee home loan/down payment assistance program for the purchase of a primary residence in the City of Rancho Cordova.

**Result of Recommended Action:** The direction provided will determine whether the City will move forward with an employee home loan program. Staff would finalize program requirements and return for final Council approval prior to enacting a program.

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

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

## **15. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

## **16. ADJOURNMENT**

## ADDITIONAL INFORMATION

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

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

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

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

| UPCOMING MEETINGS         |                                                                  |
|---------------------------|------------------------------------------------------------------|
| <b>Tuesday, January 2</b> | <b>CANCEL REGULAR MEETING</b> (Tuesday due to Holiday)           |
| Tuesday, January 9        | 5:30 PM Special Meeting/Work Session                             |
| Tuesday, January 16       | 5:30 PM Regular Meeting (Tuesday due to Holiday)                 |
| Tuesday, January 30       | 1:00 PM Special Meeting/Work Session                             |
| Monday, February 5        | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting |
| Tuesday, February 20      | 5:30 PM Regular Meeting (Tuesday due to Holiday)                 |
| Tuesday, February 27      | 5:30 PM Special Meeting/Work Session                             |
| Monday, March 5           | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting |
| Monday, March 19          | 5:30 PM Regular Meeting                                          |
| Tuesday, March 27         | 5:30 PM Special Meeting/Work Session                             |
| Monday, April 2           | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting |
| <b>Monday, April 16</b>   | <b>CANCEL REGULAR MEETING</b>                                    |
| Tuesday, April 24         | 5:30 PM Special Meeting/Work Session                             |
| Monday, May 7             | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting |
| Tuesday, May 15           | 5:30 PM Special Meeting/Work Session                             |
| Monday, May 21            | 5:30 PM Special Meeting/Work Session                             |
| Tuesday, May 29           | 5:30 PM Special Meeting/Work Session - ONLY IF NEEDED            |
| Monday, June 4            | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting |

| <b>UPCOMING MEETINGS</b>     |                                                                                           |
|------------------------------|-------------------------------------------------------------------------------------------|
| Monday, June 18              | 5:30 PM Regular Meeting                                                                   |
| Tuesday, June 26             | 5:30 PM Special Meeting/Work Session                                                      |
| Monday, July 2               | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                          |
| <b>Monday, July 16</b>       | <b>CANCEL REGULAR MEETING</b>                                                             |
| <b>Tuesday, July 31</b>      | <b>CANCEL REGULAR MEETING</b>                                                             |
| Monday, August 6             | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                          |
| Tuesday, August 14           | 5:30 PM Special Meeting/Work Session                                                      |
| Monday, August 20            | 5:30 PM Regular Meeting                                                                   |
| <b>Tuesday, August 28</b>    | <b>CANCEL WORK SESSION</b>                                                                |
| Tuesday, September 4         | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting (Tuesday due to Holiday) |
| Tuesday, September 11        | 5:30 PM Special Meeting/Work Session                                                      |
| Monday, September 17         | 5:30 PM Regular Meeting                                                                   |
| <b>Tuesday, September 25</b> | <b>CANCEL WORK SESSION</b>                                                                |
| Monday, October 1            | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                          |
| Tuesday, October 9           | 5:30 PM Special Meeting/Closed Session for City Manager Evaluation                        |
| Monday, October 15           | 5:30 PM Regular Meeting                                                                   |
| Tuesday, October 23          | 5:30 PM Special Meeting/Closed Session for City Manager Evaluation – ONLY IF NEEDED       |
| <b>Tuesday, October 30</b>   | <b>CANCEL WORK SESSION</b>                                                                |
| Monday, November 5           | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                          |
| Monday, November 19          | 5:30 PM Regular Meeting                                                                   |
| Tuesday, November 27         | 5:30 PM Special Meeting/Work Session                                                      |
| Monday, December 3           | 4:00 PM Special Meeting/Study Session<br>5:30 PM Regular Meeting                          |
| Tuesday, December 11         | 5:30 PM Special Meeting/Work Session                                                      |
| Monday, December 17          | 5:30 PM Regular Meeting                                                                   |

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

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

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

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

#### CERTIFICATION OF POSTING OF AGENDA

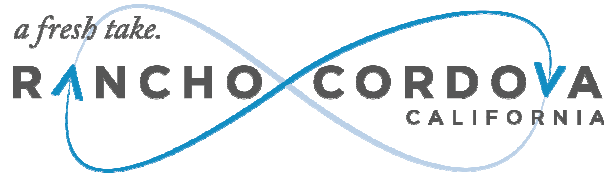
I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, December 18, 2017 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, December 14, 2017 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at [www.cityofranchocordova.org](http://www.cityofranchocordova.org).

Signed Thursday, December 14, 2017 at Rancho Cordova, California.



Stacy Leitner, City Clerk





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

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

**Monday, December 04, 2017**

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

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

**DRAFT MINUTES**

**1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL**

Mayor Terry called the special meeting to order in the American River Room North at 4:16 PM.

Council Members Present: McGarvey, Sander, Terry, Budge (arrived at 4:21 PM), Gatewood

Council Members Absent: None

Staff Members Present: Stricker, Bosch, Chan, Leitner, Abhar, Carr.

**2. PUBLIC COMMENT**

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

**3. SPECIAL MEETING ITEM**

3.1 **Subject:** Proposed 2018 Neighborhood Traffic Management Program.

**Recommendation:** Receive a staff presentation and provide comments on the proposed 2018 Neighborhood Traffic Management Program (NTMP).

**Result of Recommended Action:** Staff will amend the project scope based upon City Council comments and proceed with the ballot process.

**Staff Report:** Albert Stricker, Public Works Director and Zach Bosch, Associate Civil

Engineer.

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

**ACTION:** Discussion item only; Council provided direction.

#### **4. ADJOURNMENT OF SPECIAL MEETING**

Mayor Terry adjourned the special meeting to the regular meeting at 4:38 PM.

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

Mayor Terry called the regular meeting to order in the David B. Roberts Council Chambers at 5:31 PM.

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

Council Members Absent: None

Staff Members Present: Lindgren, Abhar, Leitner, Carr, Dushkova, Delaney, Kniestedt, Pittman, Simpson, Haven, Cook, Stricker, Goulart, Sparkman, Smith.

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

The City Clerk read the meetings recordings and playback schedule.

#### **7. PLEDGE OF ALLEGIANCE**

Sunrise Elementary School and Robert J. McGarvey Elementary School Students led the pledge.

#### **8. INVOCATION**

Bob Roe gave the invocation.

#### **9. PRESENTATIONS**

- 9.1 The Sunrise Elementary School and Robert J. McGarvey Elementary School Choir students gave a performance.
- 9.2 New City Employee Diana Dushkova, Customer Service Representative, was introduced by Stacy Leitner, City Clerk.
- 9.3 Jill LaVine, Registrar of Voters, County of Sacramento gave a presentation.
- 9.4 Community Enhancement Fund Grant Checks were presented by Stacy Delaney, Community Enhancement Analyst.

#### **10. PUBLIC COMMENT**



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

## 11. COUNCIL REPORTS

Council reported on events since the last meeting.

## 12. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

## 13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

**ACTION:** Motion to approve items 13.1 and 13.2 by Budge second by Sander;  
Carried by a 5:0 roll call vote.

13.1 **Subject:** Meeting Minutes of November 20, 2017 Regular Meeting.

**Recommendation:** Adopt Minutes.

13.2 **Subject:** Resolution 141-2017 Authorizing the City Manager to Execute Contract Amendment 29-2013-5 for On-Call Services with Mark Thomas & Company Inc. to Increase the Contract Amount from \$650,000 to \$711,049 and Extend the Term to December 31, 2018.

**Recommendation:** Adopt Resolution No. 141-2017.

**Result of Recommended Action:** Adoption of Resolution 141-2017 will authorize the City Manager to execute contract amendment 29-2013-5 for on-call professional services with Mark Thomas & Company Inc., which will increase the contract amount from \$650,000 to \$711,049, and extend the term to December 31, 2018, to accommodate the engineering design services during construction for the Folsom Boulevard Streetscape Enhancement Project Phase IV.

**Staff Report:** Albert Stricker, Public Works Director and Chris Boyer, Associate Engineer.

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

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

NONE.

## 15. PUBLIC HEARING ITEMS

NONE.

## 16. REGULAR CALENDAR ITEMS

16.1 **Subject:** Discussion and Direction Regarding Commercial Cannabis Uses.

**Recommendation:** Receive information from City Staff and David McPherson, a consultant with HDL Companies, related to options for allowing commercial cannabis uses, excluding retail uses, in certain zones of the City. Provide direction to staff on whether to:

1) Continue the City's prohibition on commercial cannabis uses, or  
2) Return to Council with a regulatory ordinance allowing certain commercial cannabis uses in limited zones of the City. If Council gives this direction, staff also recommends giving direction on the following:

a) Staff's recommended "overlay" zones where cannabis businesses would be permitted (industrial areas south of White Rock Road, north of Douglas Road, and east of Sunrise Boulevard; and the Security Park industrial area north of Douglas Road and west of Grant Line Road);

b) The specific types of cannabis businesses to be permitted (indoor cultivation, manufacturing, distribution, testing, and/or microbusinesses);

c) Whether to limit the number of businesses in any category;

d) The application procedure for a commercial cannabis permit including whether Council approval is required, whether to use an RFP process or a traditional permit application; and

e) Whether there is a desire to impose the cannabis business tax at a certain rate.

**Result of Recommended Action:** If directed to do so by City Council, City staff will bring a regulatory Ordinance back to Council. At that time staff would also seek Council direction on proposed application and permit fees, and whether to impose the cannabis excise tax and if so, at what rate. If Council desires to continue the current prohibition on all commercial cannabis uses, no further action is necessary.

**Staff Report:** Adam Lindgren, City Attorney, Kate Cook, Deputy City Attorney, Darcy Goulart, Planning Department, and Curt Haven, Economic Development Director.

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

The following individuals addresses the Council regarding the item:

- Brian Holloway
- Eric Mott
- Charley Foster
- Nasser Azimi
- Rob Fong
- Bob Cashatt
- Marcia Blount
- Christine Tang

**ACTION:** Motion to adopt Option 1 to continue the City's prohibition on commercial cannabis use by Budge second by Sander;  
Carried by a 3:2 roll call vote. (Terry and Gatewood dissenting).

16.2 **Subject:** Ordinance Repealing and Replacing Chapters 19.04 and 19.12 within Title 19 of the Rancho Cordova Municipal Code relating to the Protection and Preservation of Private and Public Trees and Resolution Adopting Fees Relating to Permits.

**Recommendation:** Introduce and waive first reading of Ordinance No. 12-2017, "An Ordinance of the City Council of the City of Rancho Cordova Repealing and Replacing Chapters 19.04 and 19.12 within Title 19 of the Rancho Cordova Municipal Code Relating to the Protection and Preservation of Private and Public Trees"; and schedule December 18, 2017 for second reading of Ordinance No.12-2017; and consider adopting Resolution No.144-2017 establishing fees for Protected Tree Permits and Public Tree Permits, which would become effective upon the effective date of Ordinance No. 12-2017.

**Result of Recommended Action:** The recommended actions will result in significant revisions to Chapters 19.04 and 19.12 of the Municipal Code. The changes would

provide regulations protecting private and public trees and will allow the City to establish fees for the permits required by Ordinance No. 12-2017.

**Staff Report:** Albert Stricker, Public Works Director.

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

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

16.3 **Subject:** Selection of 2018 Mayor and Vice Mayor.

**Recommendation:** That Council selects its next Mayor and Vice Mayor for 2018.

**Result of Recommended Action:** Council appoints its leadership officers, per Resolution No. 5-2004.

**Staff Report:** Stacy Leitner, City Clerk.

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

**ACTION:** Motion to nominate Linda Budge as the next Mayor of Rancho Cordova and Robert McGavery as the next Vice Mayor of Rancho Cordova by Terry second by Sander;  
Carried by a 5:0 roll call vote.

## 17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council member Gatewood requested a discussion on revenue neutrality. Council member Budge recommended Gatewood meet with City Manager Abhar and City staff to discuss revenue neutrality.

## 18. ADJOURNMENT

Mayor Terry adjourned the meeting at 8:30 PM.

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Stacy Leitner, City Clerk



## MEMORANDUM

**DATE:** December 18, 2017  
**TO:** Honorable Mayor and Council Members  
**FROM:** Michelle Mingay, Sr. Finance Analyst



**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA MAKING CERTAIN FINDINGS AND DETERMINATIONS RELATED TO, AND ACCEPTING, THE FISCAL YEAR 2016-17 DEVELOPMENT IMPACT FEE REPORT FOR THE AB 1600 DEVELOPMENT FEES**

### RECOMMENDATION

Adopt Resolution 149-2017.

### RESULT OF RECOMMENDED ACTION

Adoption of this Resolution approves the annual Development Impact Fee Report prepared in accordance with California Government Code Section 66000, et seq. and ensures the City remains in compliance with AB1600 reporting requirements. Ongoing compliance means that the City can continue to collect fees from developers to ensure that new development is providing new infrastructure or funds to ensure that their impact upon the existing city is funded by the development, not by existing residents.

### BACKGROUND

State law (California Government Code Section 66006) requires each local agency that imposes AB1600 development impact fees to prepare an annual report providing specific information about those fees. The AB1600 legal requirements stipulate that the fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general fund or the City and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

California Government Code Section 66006(b) requires that for each separate account or fund, the local agency shall, within 180 days after the last day of the fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund
- The amount of the fee
- The beginning and ending balance of the account or fund

- The amount of the fees collected and interest earned
- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded

California Government Code Section 66001(d) requires the local agency make all of following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed

If the agency no longer needs the funds for the purposes collected, or if the agency fails to make required finding, or perform certain administrative tasks prescribed by AB1600, the agency may be required to refund, on a prorated basis to owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds.

The FY 2016-17 Development Impact Fee Report (the "Report") has been prepared to meet the annual reporting requirements only since the required five year findings were made in 2014, with the adoption of Resolution 4-2014, and therefore will not be required to be made again until 2019. It should also be noted that the Report includes fees that were in place on June 30, 2017 and does not necessarily represent current fee levels since any fee adjustments after June 30<sup>th</sup> will be captured in the FY 2017-18 Development Impact Fee Report.

The report must be reviewed by the City Council at a regularly scheduled public meeting, not less than 15 days after the information is made available to the public. In addition, notice of the time and place of the meeting shall be mailed at least 15 days prior to the meeting to any interested party who files a written request with the local agency for such a mailed notice, of which the City has none. The report was posted to the City's website and available for public review on December 1, 2017.

**ATTACHMENT(S)**

1. Resolution 149-2017
2. Development Impact Fee Report (FY 2016-17)

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. 149-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA  
MAKING CERTAIN FINDINGS AND DETERMINATIONS RELATED TO, AND  
ACCEPTING, THE FY 2016-17 PUBLIC FACILITIES FEE REPORT FOR  
THE AB 1600 DEVELOPMENT FEES**

**WHEREAS**, the City of Rancho Cordova imposes fees to mitigate the impacts of development, pursuant to Government Code section 66000 *et seq.*; and

**WHEREAS**, in accordance with California Government Code section 66006(a), the City has established and maintained separate funds for each development impact fee in a manner to avoid any commingling of the fees with other revenues and funds of the City, except for temporary investments, and has expended those fees solely for the purpose for which the fees were collected; and

**WHEREAS**, California Government Code section 66006(b)(1) requires cities to prepare and make available to the public a report describing each development impact fee and providing details related to its use within one hundred eighty (180) days after the last day of each fiscal year; and

**WHEREAS**, the Development Impact Fee Report, for the Fiscal Year Ending June 30, 2017, (the "Report"), attached hereto as **Exhibit "A"**, provides a description of each fee, its amount, and various information required by Government Code section 66006(b)(1) to be reported on an annual basis; and

**WHEREAS**, the Report provides information required by Government Code sections 66001 and 66006 for the following approved development impact fees:

- § **Housing Trust Development Impact Fee:** On December 1, 2003, the City Council approved Ordinance No. 26-2003 continuing the Housing Trust Development Impact Fee in effect when the City incorporated, which is to be used to finance municipal public facilities to reduce the impacts caused by future developments in the Rancho Cordova area on the housing stock, including but not limited to very low income housing facilities; and
- § **Villages of Zinfandel Public Facilities Financing Plan Development Fees:** On December 15, 2003, the City Council approved Resolution No. 80-2003 establishing the Villages of Zinfandel Public Facilities Financing Plan Development Fees to finance development within the Villages of Zinfandel Special Plan Area; and
- § **Sunrise Douglas Community Plan Development Impact Fees:** On June 21, 2004, the City Council approved Resolution No. 79-2004 establishing the Sunrise Douglas Community Plan Development Impact Fee Program to finance the required roadways, transit shuttle, supplemental offsite water, interim sewer, park and library facilities necessary to service development in the Sunridge Specific Plan, as well as defray the cost of periodic updated to and routine administration of the Sunrise Douglas Community Plan Development Fee Program; and



**ATTACHMENT 1**

- § **Community Facilities Fee Program:** On April 1, 2013, the City Council approved Resolution No. 38-2013 updating the Community Facilities Fee Program, which was originally established in 2004 and updated in 2005, to fund a portion of the future municipal facilities required to serve an increased City population due to anticipated future development; and
- § **Transportation Development Impact Fee Program:** On December 19, 2005, the City Council approved Ordinance 33-2005 establishing a Transportation Development Impact Fee (TDIF) Program to finance transportation improvements necessary to offset the impacts to the City's transportation system of new development in the City, to ensure that adequate funding is provided for improvements required to meet the demands of such new development, and to fund administration of the Fee Program. An update to the TDIF was approved by the City Council on December 16, 2013 with the approval of Resolution 138-2013.

**WHEREAS**, California Government Code Section 66006(b)(2) requires that the governing body of the City review the information made available to the public at a regularly scheduled public meeting not less than 15 days after the information is made available to the public; and

**WHEREAS**, the Report was made available to the public on the City's website on December 1, 2017; and

**WHEREAS**, on December 18, 2017, the City Council reviewed the report and approved it pursuant to Government Code sections 66001 and 66006.

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

**Section 1.** The City Council does hereby find and determine that the foregoing recitals and determinations are true and correct.

**Section 2.** The City Council has reviewed the Report attached as Exhibit A and finds that it complies with California Government Code section 66006(b), setting the requirements for fiscal year reporting for development impact fees. The City Council finds that the Report provides the following required information:

- A. A brief description of the type of fee in the account or fund (Report pg. 4-6);
- B. The amount of the fee (Report pg. 7-8);
- C. The beginning and ending balance of the account or fund (Report pg. 9-12);
- D. The amount of the fees collected and interest earned (Report pg. 13-25);
- E. An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees (Report pg. 29-31);
- F. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Report pg. 29-31);

**ATTACHMENT 1**

- G. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan (Report pg. 26-27); and
- H. The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded (Report pg. 28).

**Section 3.** The City Council hereby finds that all reportable fees, collections and expenditures have been received, deposited, invested and expended in compliance with the relevant sections of the California Government Code and all other applicable laws for the fiscal year 2016-17.

**Section 4.** The City Council hereby finds that no refunds and allocations of reportable fees, as required by California Government Code section 66001, are deemed payable at this time.

**Section 5.** The City Council hereby finds the City is in compliance with California Government Code section 66000, *et seq.*, relative to receipt, deposit, investment, expenditure or refund of reportable fees received and expended relative to the individual impact fee programs in place for new development in fiscal year 2016-17.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 18<sup>th</sup> day of December, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Linda Budge, Mayor

**ATTEST:**

---

Stacy Leitner, City Clerk

2203215.1



# City of Rancho Cordova

## Development Impact Fee Report

Fiscal Year Ending  
June 30, 2017

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## Legal Requirements

### A. REQUIREMENTS FOR DEVELOPMENT IMPACT FEES

State law (California Government Code Section 66006) requires each local agency that imposes AB 1600 development impact fees to prepare an annual report providing specific information about those fees. Within the AB1600 legal requirements, it stipulates that fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general funds of the City and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

Current California Government Code Section 66006(b) requires that for each separate fund the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected and interest earned.
- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

California Government Code Section 66001(d) requires the local agency make all of following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.

- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

### **B. ADDITIONAL NOTES**

The State of California Government Code Section 66002 requires local agencies that have developed a fee program to adopt a Capital Improvement Plan (CIP) indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The City annually produces a five-year CIP which provides program summary information for the City's various capital improvement funding programs, as well as project summary information (revenue, expenditures and project schedule) for the specific projects selected for implementation during the CIP period. The CIP describes the five-year plan for allocating funds from the Impact Fee Programs, Measure A Transportation Sales Tax, State and Federal Grants, Gas Tax, Roadway Funds, Supplemental Transportation Fees, Storm Water Utility Tax and Transit Related Service Area Tax. A copy of the City's most recent CIP was adopted as part of the biennial budget document and can be found under the Finance Department page on the City's website at [www.cityofranchocordova.org](http://www.cityofranchocordova.org).

The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. By relating the plan for public improvements to the City's capacity for funding, and scheduling expenditures over a period of years, the CIP helps maximize the funds available. This type of fiscal management is important during periods where budgetary demands exceeding financial resources.

### **C. ESTABLISHING A REASONABLE RELATIONSHIP BETWEEN THE FEE AND THE PURPOSE FOR WHICH IT IS CHARGED**

The Development Impact Fee Program has been in effect in Rancho Cordova since incorporation in fiscal year 2003/04. The Development Impact Fee Program consists of multiple components which were individually adopted by the City Council. The program sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs of those improvements based on the current General Plan for build-out.

The City's Capital Improvement Plan (CIP) projects are financed, in part, by the development impact fees outlined in the description of the development impact fees on the following pages. The City's CIP provide infrastructure to the residents and businesses in Rancho Cordova in order to keep pace with ongoing development in, and adjacent to, the community. Estimated project costs, and the summary of fee apportionment to each

development fee type, are detailed within the adopted Nexus Studies establishing the individual Development Impact Fee program(s) and are on file with the City Clerk's Office.

Information on projects in the Development Impact Fee Program(s) can be found on pages 29-31. The information in these tables include: Current Projects, Project Phase, Construction Estimated Start Date, Construction Estimated Completion Date, Estimated Project Cost and Development Fee information including Funding to Date, Budget to Date and % of Total Project Cost.

### **D. FUNDING OF INFRASTRUCTURE**

The 2015/16 - 2019/20 Capital Improvement Plan (CIP) identifies all funding sources and amounts for individual projects through 2019/20. The CIP is updated annually to reflect the current infrastructure needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development.

Once the determination of use is made, the percentage of use attributable to new development is then funded by the appropriate development fee, based on the type of project. The percentage of use associated with existing residents or businesses are funded from other appropriate sources as identified on each individual project sheet in the CIP. All future planned infrastructure needs are outlined in the Development Impact Fee Program(s). The funding and commencement dates for projects are adjusted, as needed, to reflect the needs of the community.

### **E. CURRENT PROJECTS**

Construction is currently underway on the following projects:

- CP06-2024 - Douglas Road (Rancho Cordova Parkway to Borderlands Drive)
- CP07-2055 - White Rock Road Improvement, Phase I
- CP10-2084 - Mather Field Road - Pedestrian, ADA and Safety Improvements
- CP14-2141 - International Drive and Femoyer Road Traffic Signal
- CP16-2181 - Douglas Blvd Sewer Lift Station

## Description of Development Impact Fee(s)

**Community Facilities Fee (CFF) Program** – This program was established by the City to cover the costs of municipal facilities required to serve an increased population as a result of new development. The city has identified these facilities to include a city hall, a police station, a community center, a city corporation yard, a city museum, a parking structure, library facilities and ongoing administration of the CFF program. The fee program was updated in April 2013 and combined fee components from the City's 2004 and 2005 Fee Studies into a single fee category while continuing to report the library fee separately since the City is holding these funds on behalf of the Sacramento Public Library Authority.

**Community Facilities Impact Fee** – To provide for new development's share of the cost of municipal facilities, furnishing and equipment required to service the City.

**Library Impact Fee** – To provide for new development's share of the cost of a library building, furnishings, equipment, books, financing and the purchase of land.

**Sunrise Douglas (SD) Impact Fee Program** – These specific plan development impact fees are imposed on development in the Sunridge Specific Plan (SRSP), which is part of the Sunrise Douglas Community Plan (SDCP) development area. It includes additional fees for fee program updates, interim sewer facilities, park development improvements, supplemental offsite water facilities, roadways improvements, transit shuttles, and administration of the fee program. These funds can only be spent on facilities in the SDCP Capital Improvement Plan (CIP) to mitigate impact as a result of development in the SDCP area.

**SD Fee Program Update Impact Fee** – To provide funding for program updates to the Sunrise Douglas Impact Fee Program.

**SD Interim Sewer Impact Fee** – To provide funding for the construction of interim sewer facilities to serve the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any interim sewer facilities, or portions thereof, as designated in the SDCP Impact Fee Program in lieu of all, or a portion of, the required interim sewer development fee.

**SD Park Impact Fee** – To provide funding for the construction of park and recreation facilities necessary for development within the SRSP area. Upon application by the property owner or his authorized agent, Cordova Recreation and Park District may authorize the construction of any park and recreation facilities, or portions thereof, as designated in the SDCP Impact Fee Program. The developer will then either be reimbursed for these cost from fees collected from other developers in the SDCP area, only to the extent the funds are available, or a credit for such in lieu construction will be provide to the property owner to be used within the SDCP area.

**SD Supplemental Offsite Water Impact Fee** – To provide funding for the construction of offsite water improvements to serve the SRSP area. Upon application by the property



owner or his authorized agent, the City may authorize the construction of any offsite water facilities, or portions thereof, as designated in the SDCP Impact Fee Program in lieu of all, or a portion of, the supplemental offsite water development fee.

**SD Roadway Impact Fee** - To provide funding to construct roads, intersections, and other roadway improvements in the SDCP CIP needed to mitigate the impacts of new development within the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any roadway facilities, or portions thereof, in order of priority as designated on the priority list in the SD Impact Fee Program. The developer will then either be reimbursed for these cost from fees collected from other developers in the SDCP area, only to the extent the funds are available, or a credit for such in lieu construction will be provide to the property owner to be used within the SDCP area.

**SD Transit Shuttle Impact Fee** - To provide funding for the development and operation of a transit shuttle within the Sunrise Douglas Community Plan area.

**SD Administration Impact Fee** - To provide funding for the administrative duties associated with the SD Impact Fee program.

**Traffic Mitigation Impact Fee** - This development impact fee is a citywide fee imposed on new development in the City to cover the fair share cost of traffic impacts resulting from new development, including program administration. The funds collected will be used for construction of the transportation improvements listed in the Transportation Capital Improvement Plan (CIP) Development Impact Fee Program.

Upon application by the property owner or his authorized agent, the City may authorize the construction of any transportation facilities, or portions thereof, in order of priority as designated on the priority list for the transportation impact fee program. The developer will then either be reimbursed for these cost from fees collected from other developers, only to the extent the funds are available, or a credit in lieu of all, or a portion of the required transportation impact fee.

**Villages of Zinfandel (VOZ) Impact Fee Program** - These specific plan fees are imposed on new development in the Villages of Zinfandel special planning area. It includes fees for offsite roadway improvement and the administration of the fee program. These funds can only be spent on facilities identified in the VOZ Development Impact Fee Program to mitigate impact as a result of development in the VOZ special planning area.

**VOZ Roadway Impact Fee** - To provide funding for the cost of constructing offsite roadway mitigation facilities required to serve residents within the Villages of Zinfandel Public Facilities Financing Plan area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any offsite roadway mitigation facilities, or portions thereof, as designated in the Public Facilities Financing Plan - Offsite Roadway Mitigation Fee Program. The developer will than either be

# City of Rancho Cordova

## Development Impact Fee Report

reimbursed for these cost from impact fees collected within the VOZ Public Facilities Financing Plan area, only to the extent the funds are available, or a credit for such in lieu construction will be provide to the property owner to be used within the VOZ Public Facilities Financing Plan area.

VOZ Administration Impact Fee - To provide funding for the administrative duties associated with the VOZ Impact Fee program.

Housing Trust Development Impact Fee - A non-residential impact fee used to offset some of the increased burden of need for very low income housing, created by the construction of non-residential uses, which employ a significant number of low wage earners.

## Current Fee Schedule

The Development Fee program is reviewed periodically to ensure the Development Impact Fee Program is accounting for all planned future development. The updated Development Impact Fee Program information is then used to determine the amount of fees available for the funding of the proposed capital improvement projects identified in the development of the five-year Capital Improvement Plan (CIP).

| DEVELOPMENT IMPACT FEES         |               |              |                 |            |            |
|---------------------------------|---------------|--------------|-----------------|------------|------------|
| at June 30, 2017                |               |              |                 |            |            |
| Fee Category                    | Residential   |              | Non-Residential |            |            |
|                                 | Single Family | Multi-Family | Office          | Commercial | Industrial |
|                                 | Per Unit      | Per Unit     | Per Sq. Ft      | Per Sq. Ft | Per Sq. Ft |
| Community Facility Impact Fees: |               |              |                 |            |            |
| Community Facilities            | 3,140.77      | 2,454.07     | 0.78            | 0.47       | 0.20       |
| Library                         | 643.30        | 503.06       | n/a             | n/a        | n/a        |
| Total Fees                      | \$3,784.07    | \$2,957.13   | \$0.78          | \$0.47     | \$0.20     |

| DEVELOPMENT IMPACT FEES           |               |              |                 |            |
|-----------------------------------|---------------|--------------|-----------------|------------|
| at June 30, 2017                  |               |              |                 |            |
| Fee Category                      | Residential   |              | Non-Residential |            |
|                                   | Single Family | Multi-Family | Office          | Commercial |
|                                   | Per Unit      | Per Unit     | Per Sq. Ft      | Per Sq. Ft |
| Sunrise Douglas (SD) Impact Fees: |               |              |                 |            |
| Fee Program Update                | 82.31         | 24.06        | 0.02            | 0.03       |
| Interim Sewer                     | 959.72        | 719.79       | 0.20            | 0.10       |
| Park*                             | 9,387.40      | 7,394.29     | n/a             | n/a        |
| Supp. Offsite Water               | 1,391.85      | 1,044.18     | 0.43            | 0.51       |
| Traffic Mitigation                | 14,306.49     | 9,417.29     | 12.57           | 15.71      |
| Transit Shuttle                   | 78.52         | 196.28       | 0.25            | 0.43       |
| Program Admin                     | 630.71        | 427.57       | 0.50            | 0.64       |
| Total Fees                        | \$26,837.00   | \$19,223.46  | \$13.97         | \$17.42    |

\* Park Development Fees vary by Development Agreement, amount included in fee schedule represents Fee set up Park Nexus Study

# City of Rancho Cordova

## Development Impact Fee Report

| DEVELOPMENT IMPACT FEES         |                                    |                                    |                      |                          |                          |                      |                                            |
|---------------------------------|------------------------------------|------------------------------------|----------------------|--------------------------|--------------------------|----------------------|--------------------------------------------|
| at June 30, 2017                |                                    |                                    |                      |                          |                          |                      |                                            |
| Fee Category                    | Residential                        |                                    |                      |                          | Non-Residential          |                      |                                            |
|                                 | Detached<br>> 1,200 SF<br>Per Unit | Detached<br>≤ 1,200 SF<br>Per Unit | Attached<br>Per Unit | Multi-Family<br>Per Unit | Commercial<br>Per Sq. Ft | Office<br>Per Sq. Ft | Industrial/<br>Manufacturing<br>Per Sq. Ft |
| Traffic Mitigation Impact Fees: |                                    |                                    |                      |                          |                          |                      |                                            |
| Area 1 - Infill                 | \$9,775.61                         | \$6,526.40                         | \$6,526.40           | \$6,363.79               | \$9.18                   | \$8.90               | \$4.63                                     |
| Area 2 - New Development        | \$16,150.17                        | \$14,211.62                        | \$14,211.62          | \$11,304.90              | \$11.84                  | \$9.10               | \$4.63                                     |

| DEVELOPMENT IMPACT FEES                  |                                                |                                       |                               |                      |                          |                          |
|------------------------------------------|------------------------------------------------|---------------------------------------|-------------------------------|----------------------|--------------------------|--------------------------|
| at June 30, 2017                         |                                                |                                       |                               |                      |                          |                          |
| Fee Category                             | Residential                                    |                                       |                               | Non-Residential      |                          |                          |
|                                          | Single<br>Family<br>Low<br>Density<br>Per Unit | Cluster<br>Low<br>Density<br>Per Unit | Medium<br>Density<br>Per Unit | Office<br>Per Sq. Ft | Commercial<br>Per Sq. Ft | Industrial<br>Per Sq. Ft |
| Villages of Zinfandel (VOZ) Impact Fees: |                                                |                                       |                               |                      |                          |                          |
| Traffic Mitigation                       | 298.58                                         | 265.40                                | 232.23                        | 0.37                 | 0.44                     | 0.38                     |
| Program Admin                            | 8.96                                           | 7.96                                  | 6.97                          | 0.01                 | 0.01                     | 0.01                     |
| Total Fees                               | \$307.54                                       | \$273.36                              | \$239.20                      | \$0.38               | \$0.45                   | \$0.39                   |

| DEVELOPMENT IMPACT FEES            |             |                                                     |            |                        |            |               |            |
|------------------------------------|-------------|-----------------------------------------------------|------------|------------------------|------------|---------------|------------|
| at June 30, 2017                   |             |                                                     |            |                        |            |               |            |
| Fee Category                       | Residential | Non-Residential                                     |            |                        |            |               |            |
|                                    |             | Office                                              | Hotel      | Research & Development | Commercial | Manufacturing | Warehouse  |
|                                    |             | Per Sq. Ft                                          | Per Sq. Ft | Per Sq. Ft             | Per Sq. Ft | Per Sq. Ft    | Per Sq. Ft |
| Very Low Income Housing Impact Fee |             |                                                     |            |                        |            |               |            |
| Impact Fee                         | n/a         | 0.97                                                | 0.92       | 0.82                   | 0.77       | 0.61          | 0.26       |
| Program Admin                      | n/a         | Between \$30 and \$100 as determined by Plan Review |            |                        |            |               |            |

**Statement of Revenues, Expenditures and Changes in Fund Balance  
For Year Ending June 30, 2017**

| Description                              | Community Facilities Fee Program    |                        | Sunrise Douglas    |
|------------------------------------------|-------------------------------------|------------------------|--------------------|
|                                          | Community Facilities <sup>(1)</sup> | Library <sup>(2)</sup> | Fee Program Update |
| <b>REVENUES</b>                          |                                     |                        |                    |
| Fees                                     | 1,390,111                           | 274,201                | 18,223             |
| Interest                                 | 2,403                               | 36,664                 | 1,856              |
| Other Revenues                           | 53                                  | -                      | -                  |
| Total Revenues                           | \$ 1,392,568                        | \$ 310,865             | \$ 20,079          |
| <b>EXPENDITURES</b>                      |                                     |                        |                    |
| Expenditures                             | 52,129                              | 10,283                 | -                  |
| Transfer Out                             | 965,650                             | -                      | -                  |
| Total Expenditures                       | \$ 1,017,779                        | \$ 10,283              | \$ -               |
| <b>REVENUE OVER/(UNDER) EXPENDITURES</b> | \$ 374,788                          | \$ 300,583             | \$ 20,079          |
| Fund Balance, Beginning of Year          | 141,852                             | 3,353,083              | \$ 166,579         |
| Fund Balance, End of Year                | \$ 516,641                          | \$ 3,653,665           | \$ 186,658         |

**Notes:**

- (1) An Updated Nexus Study was adopted in April 2013 which combined facility fees which had been reported as separate line items in the prior nexus study into a single fee component called Community Facilities. For reporting purposes all activity reported in individual funds prior to the implementation of the combined fee have been consolidated for reporting purposes.
- (2) Council approved consolidation of the SD Library Fee, the Villages of Zinfandel Library Fee into the Community Facility Fee - Library Fee. For reporting purposes all activity reported in the individual library funds prior to the implementation of the consolidated library fee have all been reported in CFF - Library Fee

**Statement of Revenues, Expenditures and Changes in Fund Balance  
For Year Ending June 30, 2017**

| Description                              | Sunrise Douglas Fee Program |                       |                        |                     |
|------------------------------------------|-----------------------------|-----------------------|------------------------|---------------------|
|                                          | Interim<br>Sewer            | Park                  | Suppl Offsite<br>Water | Roadway             |
| <b>REVENUES</b>                          |                             |                       |                        |                     |
| Fees                                     | 161,642                     | 1,415,542             | 96,716                 | 2,716,730           |
| Interest                                 | 3,393                       | 47,213                | 1,159                  | 194,550             |
| Other Revenues                           | -                           | -                     | -                      | 1,200,000           |
| Total Revenues                           | <u>\$ 165,035</u>           | <u>\$ 1,462,755</u>   | <u>\$ 97,875</u>       | <u>\$ 4,111,280</u> |
| <b>EXPENDITURES</b>                      |                             |                       |                        |                     |
| Expenditures                             | 530,663                     | 7,874,805             | -                      | 2,421,039           |
| Transfer Out                             | -                           | -                     | -                      | -                   |
| Total Expenditures                       | <u>\$ 530,663</u>           | <u>\$ 7,874,805</u>   | <u>\$ -</u>            | <u>\$ 2,421,039</u> |
| <b>REVENUE OVER/(UNDER) EXPENDITURES</b> | <b>\$ (365,627)</b>         | <b>\$ (6,412,050)</b> | <b>\$ 97,875</b>       | <b>\$ 1,690,241</b> |
| Fund Balance, Beginning of Year          | \$ 385,887                  | \$ 7,146,275          | 45,710                 | \$ 17,792,298       |
| Fund Balance, End of Year                | \$ 20,260                   | \$ 734,225            | \$ 143,585             | \$ 19,482,539       |

Notes:

**Statement of Revenues, Expenditures and Changes in Fund Balance  
For Year Ending June 30, 2017**

| Description                              | Sunrise Douglas Fee Program |               | Traffic Mitigation<br>Impact Fee <sup>(3)</sup> |
|------------------------------------------|-----------------------------|---------------|-------------------------------------------------|
|                                          | Transit                     | Program Admin |                                                 |
| <b>REVENUES</b>                          |                             |               |                                                 |
| Fees                                     | 14,863                      | 121,405       | 3,851,428                                       |
| Interest                                 | 4,794                       | 9,019         | 211,962                                         |
| Other Revenues                           | -                           | -             | -                                               |
| Total Revenues                           | \$ 19,657                   | \$ 130,424    | \$ 4,063,390                                    |
| <b>EXPENDITURES</b>                      |                             |               |                                                 |
| Expenditures                             | -                           | 169,450       | 1,075,372                                       |
| Transfer Out                             | -                           | -             | -                                               |
| Total Expenditures                       | \$ -                        | \$ 169,450    | \$ 1,075,372                                    |
| <b>REVENUE OVER/(UNDER) EXPENDITURES</b> | \$ 19,657                   | \$ (39,026)   | \$ 2,988,018                                    |
| Fund Balance, Beginning of Year          | \$ 444,608                  | \$ 867,033    | 18,573,459                                      |
| Fund Balance, End of Year                | \$ 464,265                  | \$ 828,007    | \$ 21,561,477                                   |

**Notes:**

(3) An Updated Nexus Study was adopted in January 2013 which combined facility fees which had been reported as separate line items in the prior nexus study into a single fee component. For reporting purposes all activity reported in individual funds prior to the implementation of the combined fee have been consolidated for reporting purposes.

**Statement of Revenues, Expenditures and Changes in Fund Balance  
For Year Ending June 30, 2017**

| Description                              | Village of Zinfandel Fee Program |               |  | Very Low<br>Income Housing |
|------------------------------------------|----------------------------------|---------------|--|----------------------------|
|                                          | Roadway                          | Program Admin |  |                            |
| <b>REVENUES</b>                          |                                  |               |  |                            |
| Fees                                     | -                                | -             |  | 96,134                     |
| Interest                                 | 3,876                            | 78            |  | 18,524                     |
| Other Revenues                           | -                                | -             |  | 496,939                    |
| Total Revenues                           | \$ 3,876                         | \$ 78         |  | \$ 611,597                 |
| <b>EXPENDITURES</b>                      |                                  |               |  |                            |
| Expenditures                             | -                                | 518           |  | 162,879                    |
| Transfer Out                             | -                                | -             |  | -                          |
| Total Expenditures                       | \$ -                             | \$ 518        |  | \$ 162,879                 |
| <b>REVENUE OVER/(UNDER) EXPENDITURES</b> | \$ 3,876                         | \$ (439)      |  | \$ 448,718                 |
| Fund Balance, Beginning of Year          | \$ 365,368                       | \$ 7,605      |  | \$ (1,685,284)             |
| Fund Balance, End of Year                | \$ 369,245                       | \$ 7,165      |  | \$ (1,236,566)             |

**Notes:**



# City of Rancho Cordova

## Capital Facility Fees (CFF) - Community Facilities

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13      | 2013-14     | Fiscal Year<br>2014-15 | 2015-16    | 2016-17    |
|-------------------------------------------|--------------|-------------|------------------------|------------|------------|
| <b>REVENUES</b>                           |              |             |                        |            |            |
| Fees                                      | 257,416      | 724,056     | 669,537                | 1,257,874  | 1,390,111  |
| Interest                                  | 226          | 8,365       | (29)                   | 547        | 2,403      |
| Other Revenues                            | 1,304,995    | 1,050       | -                      | -          | 53         |
| Total Revenues                            | 1,562,636    | 733,471     | 669,508                | 1,258,421  | 1,392,568  |
| <b>EXPENDITURES</b>                       |              |             |                        |            |            |
| Expenditures                              | 8,587        | 1,027,081   | 24,869                 | 47,170     | 52,129     |
| Transfer Out                              | 11,601       | 1,006,659   | 976,441                | 979,776    | 965,650    |
| Total Expenditures                        | 20,188       | 2,033,740   | 1,001,310              | 1,026,946  | 1,017,779  |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | 1,542,448    | (1,300,269) | (331,802)              | 231,475    | 374,788    |
| Fund Balance, Beginning of Year           | -            | 1,542,448   | 242,180                | (89,622)   | 141,852    |
| Fund Balance, End of Year                 | \$ 1,542,448 | \$ 242,180  | \$ (89,622)            | \$ 141,852 | \$ 516,641 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13      | 2013-14    | 2014-15 | 2015-16    | 2016-17    |
|--------------------------------------|--------------|------------|---------|------------|------------|
| Current Year                         | 1,542,448    | 242,180    | -       | 141,852    | 516,641    |
| Prior Year (2-yr Old Funds)          | -            | -          | -       | -          | -          |
| Prior Year (3-yr Old Funds)          | -            | -          | -       | -          | -          |
| Prior Year (4-yr Old Funds)          | -            | -          | -       | -          | -          |
| Prior Year (5-yr Old Funds)          | -            | -          | -       | -          | -          |
| Greater than Five Prior Fiscal Years | -            | -          | -       | -          | -          |
| <b>Total Revenues</b>                | \$ 1,542,448 | \$ 242,180 | \$ -    | \$ 141,852 | \$ 516,641 |

Result: Five Year Revenue Test met in accordance with Government Code 66001

# City of Rancho Cordova

## Capital Facility Fees (CFF) - Library

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13      | 2013-14      | Fiscal Year<br>2014-15 | 2015-16      | 2016-17      |
|-------------------------------------------|--------------|--------------|------------------------|--------------|--------------|
| <b>REVENUES</b>                           |              |              |                        |              |              |
| Fees                                      | 51,403       | 143,529      | 125,215                | 274,631      | 274,201      |
| Interest                                  | 3,733        | 19,228       | 9,903                  | 14,799       | 36,664       |
| Other Revenues                            | 2,130,718    | -            | -                      | -            | -            |
| Total Revenues                            | 2,185,853    | 162,757      | 135,118                | 289,430      | 310,865      |
| <b>EXPENDITURES</b>                       |              |              |                        |              |              |
| Expenditures                              | 848          | 519          | 4,696                  | 10,299       | 10,283       |
| Transfer Out                              | 1,107        | 5,382        | -                      | -            | -            |
| Total Expenditures                        | 1,955        | 5,901        | 4,696                  | 10,299       | 10,283       |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | 2,183,898    | 156,855      | 130,422                | 279,131      | 300,583      |
| Fund Balance, Beginning of Year           | 602,776      | 2,786,674    | 2,943,529              | 3,073,952    | 3,353,083    |
| Fund Balance, End of Year                 | \$ 2,786,674 | \$ 2,943,529 | \$ 3,073,952           | \$ 3,353,083 | \$ 3,653,665 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13                | 2013-14                | 2014-15                | 2015-16                | 2016-17                  |
|--------------------------------------|------------------------|------------------------|------------------------|------------------------|--------------------------|
| Current Year                         | 2,185,853              | 162,757                | 135,118                | 289,430                | 310,865                  |
| Prior Year (2-yr Old Funds)          | 14,635                 | 2,185,853              | 162,757                | 135,118                | 289,430                  |
| Prior Year (3-yr Old Funds)          | 12,998                 | 14,635                 | 2,185,853              | 162,757                | 135,118                  |
| Prior Year (4-yr Old Funds)          | 39,813                 | 12,998                 | 14,635                 | 2,185,853              | 162,757                  |
| Prior Year (5-yr Old Funds)          | 111,010 <sup>(1)</sup> | 39,813 <sup>(1)</sup>  | 12,998 <sup>(1)</sup>  | 14,635 <sup>(1)</sup>  | 2,185,853 <sup>(1)</sup> |
| Greater than Five Prior Fiscal Years | 422,365 <sup>(1)</sup> | 527,473 <sup>(1)</sup> | 562,591 <sup>(1)</sup> | 565,290 <sup>(1)</sup> | 569,643 <sup>(1)</sup>   |
| <b>Total Revenues</b>                | <b>\$ 2,786,674</b>    | <b>\$ 2,943,529</b>    | <b>\$ 3,073,952</b>    | <b>\$ 3,353,083</b>    | <b>\$ 3,653,665</b>      |

(1) The Community Facility Fees - Library Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for a future construction of Library Branch(es) and therefore must be retained until enough fees have been collected to start construction of the project.

Result: Five Year Findings required in accordance with Government Code 66001 adopted in 2014 with Resolution 4-2014 <sup>(1)</sup>

# City of Rancho Cordova

## Sunrise Douglas (SD) - Program Update(s)

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13    | 2013-14    | Fiscal Year<br>2014-15 | 2015-16    | 2016-17    |
|-------------------------------------------|------------|------------|------------------------|------------|------------|
| <b>REVENUES</b>                           |            |            |                        |            |            |
| Fees                                      | 18,021     | 12,913     | 12,095                 | 18,295     | 18,223     |
| Interest                                  | 699        | 866        | 459                    | 718        | 1,856      |
| Other Revenues                            | -          | -          | -                      | -          | -          |
| Total Revenues                            | 18,720     | 13,779     | 12,554                 | 19,013     | 20,079     |
| <b>EXPENDITURES</b>                       |            |            |                        |            |            |
| Expenditures                              | -          | -          | -                      | -          | -          |
| Transfer Out                              | -          | -          | -                      | -          | -          |
| Total Expenditures                        | -          | -          | -                      | -          | -          |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | 18,720     | 13,779     | 12,554                 | 19,013     | 20,079     |
| Fund Balance, Beginning of Year           | 102,512    | 121,232    | 135,011                | 147,566    | 166,579    |
| Fund Balance, End of Year                 | \$ 121,232 | \$ 135,011 | \$ 147,566             | \$ 166,579 | \$ 186,658 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13               | 2013-14               | 2014-15               | 2015-16               | 2016-17                |
|--------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
| Current Year                         | 18,720                | 13,779                | 12,554                | 19,013                | 20,079                 |
| Prior Year (2-yr Old Funds)          | 12,789                | 18,720                | 13,779                | 12,554                | 19,013                 |
| Prior Year (3-yr Old Funds)          | 11,916                | 12,789                | 18,720                | 13,779                | 12,554                 |
| Prior Year (4-yr Old Funds)          | 13,603                | 11,916                | 12,789                | 18,720                | 13,779                 |
| Prior Year (5-yr Old Funds)          | 10,215 <sup>(1)</sup> | 13,603 <sup>(1)</sup> | 11,916 <sup>(1)</sup> | 12,789 <sup>(1)</sup> | 18,720 <sup>(1)</sup>  |
| Greater than Five Prior Fiscal Years | 53,989 <sup>(1)</sup> | 64,204 <sup>(1)</sup> | 77,807 <sup>(1)</sup> | 89,723 <sup>(1)</sup> | 102,512 <sup>(1)</sup> |
| <b>Total Revenues</b>                | \$ 121,232            | \$ 135,011            | \$ 147,566            | \$ 166,579            | \$ 186,658             |

(1) The Sunrise Douglas Program Update Fund reports funds being held beyond the five-years as described by AB1600.  
These funds are being collected for future program reviews and updates and therefore must be retained for future costs.

Result: Five Year Findings required in accordance with Government Code 66001 adopted in 2014 with Resolution 4-2014 <sup>(1)</sup>

# City of Rancho Cordova

## Sunrise Douglas (SD) - Interm Sewer

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13    | 2013-14    | Fiscal Year<br>2014-15 | 2015-16    | 2016-17   |
|-------------------------------------------|------------|------------|------------------------|------------|-----------|
| <b>REVENUES</b>                           |            |            |                        |            |           |
| Fees                                      | 109,746    | 154,901    | 118,144                | 231,292    | 161,642   |
| Interest                                  | 96,860     | 2,525      | 1,425                  | 2,007      | 3,393     |
| Other Revenues                            | 1,813      | -          | -                      | -          | -         |
| Total Revenues                            | 208,420    | 157,426    | 119,569                | 233,299    | 165,035   |
| <b>EXPENDITURES</b>                       |            |            |                        |            |           |
| Expenditures                              | 96,860     | 111,562    | 51,883                 | 308,511    | 530,663   |
| Transfer Out                              | -          | -          | -                      | -          | -         |
| Total Expenditures                        | 96,860     | 111,562    | 51,883                 | 308,511    | 530,663   |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | 111,560    | 45,864     | 67,686                 | (75,212)   | (365,627) |
| Fund Balance, Beginning of Year           | 235,990    | 347,550    | 393,413                | 461,099    | 385,887   |
| Fund Balance, End of Year                 | \$ 347,550 | \$ 393,413 | \$ 461,099             | \$ 385,887 | \$ 20,260 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13    | 2013-14    | 2014-15    | 2015-16    | 2016-17   |
|--------------------------------------|------------|------------|------------|------------|-----------|
| Current Year                         | 208,420    | 157,426    | 119,569    | 233,299    | 165,035   |
| Prior Year (2-yr Old Funds)          | 138,064    | 208,420    | 157,426    | 119,569    | 233,299   |
| Prior Year (3-yr Old Funds)          | 1,066      | 27,568     | 184,105    | 33,019     | (378,074) |
| Prior Year (4-yr Old Funds)          | -          | -          | -          | -          | -         |
| Prior Year (5-yr Old Funds)          | -          | -          | -          | -          | -         |
| Greater than Five Prior Fiscal Years | -          | -          | -          | -          | -         |
| Total Revenues                       | \$ 347,550 | \$ 393,413 | \$ 461,099 | \$ 385,887 | \$ 20,260 |

Result: Five Year Revenue Test met in accordance with Government Code 66001

# City of Rancho Cordova

## Sunrise Douglas (SD) - Park

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13      | 2013-14      | Fiscal Year<br>2014-15 | 2015-16      | 2016-17     |
|-------------------------------------------|--------------|--------------|------------------------|--------------|-------------|
| <b>REVENUES</b>                           |              |              |                        |              |             |
| Fees                                      | 1,184,660    | 1,065,035    | 330,007                | 2,108,928    | 1,415,542   |
| Interest                                  | 49,011       | 51,542       | 22,282                 | 31,754       | 47,213      |
| Other Revenues                            | -            | -            | -                      | -            | -           |
| Total Revenues                            | 1,233,671    | 1,116,577    | 352,289                | 2,140,682    | 1,462,755   |
| <b>EXPENDITURES</b>                       |              |              |                        |              |             |
| Expenditures                              | 92,082       | 1,970,981    | 1,940,397              | 908,280      | 7,874,805   |
| Transfer Out                              | -            | -            | -                      | -            | -           |
| Total Expenditures                        | 92,082       | 1,970,981    | 1,940,397              | 908,280      | 7,874,805   |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | 1,141,589    | (854,404)    | (1,588,109)            | 1,232,402    | (6,412,050) |
| Fund Balance, Beginning of Year           | 7,214,797    | 8,356,386    | 7,501,981              | 5,913,873    | 7,146,275   |
| Fund Balance, End of Year                 | \$ 8,356,386 | \$ 7,501,981 | \$ 5,913,873           | \$ 7,146,275 | \$ 734,225  |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13                  | 2013-14                  | 2014-15                  | 2015-16                  | 2016-17           |
|--------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------|
| Current Year                         | 1,233,671                | 1,116,577                | 352,289                  | 2,140,682                | 734,225           |
| Prior Year (2-yr Old Funds)          | 988,207                  | 1,233,671                | 1,116,577                | 352,289                  | -                 |
| Prior Year (3-yr Old Funds)          | 850,253                  | 988,207                  | 1,233,671                | 1,116,577                | -                 |
| Prior Year (4-yr Old Funds)          | 899,893                  | 850,253                  | 988,207                  | 1,233,671                | -                 |
| Prior Year (5-yr Old Funds)          | 430,900 <sup>(1)</sup>   | 899,893 <sup>(1)</sup>   | 850,253 <sup>(1)</sup>   | 988,207 <sup>(1)</sup>   | -                 |
| Greater than Five Prior Fiscal Years | 3,953,462 <sup>(1)</sup> | 2,413,381 <sup>(1)</sup> | 1,372,877 <sup>(1)</sup> | 1,314,849 <sup>(1)</sup> | -                 |
| <b>Total Revenues</b>                | <b>\$ 8,356,386</b>      | <b>\$ 7,501,981</b>      | <b>\$ 5,913,873</b>      | <b>\$ 7,146,275</b>      | <b>\$ 734,225</b> |

(1) The Sunrise Douglas Park Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for the future construction of park and recreation facilities necessary to serve the growing population within the Sunrise Douglas Community Plan Area and therefore must be retained until enough fees have been collected to start construction of the project(s).

# City of Rancho Cordova

## Sunrise Douglas (SD) - Water

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13    | 2013-14    | Fiscal Year<br>2014-15 | 2015-16   | 2016-17    |
|-------------------------------------------|------------|------------|------------------------|-----------|------------|
| <b>REVENUES</b>                           |            |            |                        |           |            |
| Fees                                      | 279,838    | 589,856    | 119,292                | 503,807   | 96,716     |
| Interest                                  | 1,045      | 1,942      | 124                    | 71        | 1,159      |
| Other Revenues                            | -          | -          | -                      | -         | -          |
| Total Revenues                            | 280,883    | 591,798    | 119,416                | 503,879   | 97,875     |
| <b>EXPENDITURES</b>                       |            |            |                        |           |            |
| Expenditures                              | 135,638    | 539,786    | 378,106                | 504,325   | -          |
| Transfer Out                              | -          | -          | -                      | -         | -          |
| Total Expenditures                        | 135,638    | 539,786    | 378,106                | 504,325   | -          |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | 145,245    | 52,012     | (258,690)              | (447)     | 97,875     |
| Fund Balance, Beginning of Year           | 107,589    | 252,834    | 304,846                | 46,157    | 45,710     |
| Fund Balance, End of Year                 | \$ 252,834 | \$ 304,846 | \$ 46,157              | \$ 45,710 | \$ 143,585 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13    | 2013-14    | 2014-15   | 2015-16   | 2016-17    |
|--------------------------------------|------------|------------|-----------|-----------|------------|
| Current Year                         | 252,834    | 304,846    | 46,157    | 45,710    | 143,585    |
| Prior Year (2-yr Old Funds)          | -          | -          | -         | -         | -          |
| Prior Year (3-yr Old Funds)          | -          | -          | -         | -         | -          |
| Prior Year (4-yr Old Funds)          | -          | -          | -         | -         | -          |
| Prior Year (5-yr Old Funds)          | -          | -          | -         | -         | -          |
| Greater than Five Prior Fiscal Years | -          | -          | -         | -         | -          |
| <b>Total Revenues</b>                | \$ 252,834 | \$ 304,846 | \$ 46,157 | \$ 45,710 | \$ 143,585 |

Result: Five Year Revenue Test met in accordance with Government Code 66001

# City of Rancho Cordova

## Sunrise Douglas (SD) - Roadways

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13       | 2013-14       | Fiscal Year<br>2014-15 | 2015-16       | 2016-17       |
|-------------------------------------------|---------------|---------------|------------------------|---------------|---------------|
| <b>REVENUES</b>                           |               |               |                        |               |               |
| Fees                                      | 3,116,386     | 2,514,167     | 1,732,406              | 2,480,252     | 2,716,730     |
| Interest                                  | 92,598        | 96,441        | 49,246                 | 76,895        | 194,550       |
| Other Revenues                            | -             | -             | -                      | 500,000       | 1,200,000     |
| Total Revenues                            | 3,208,984     | 2,610,609     | 1,781,651              | 3,057,146     | 4,111,280     |
| <b>EXPENDITURES</b>                       |               |               |                        |               |               |
| Expenditures                              | 10,000        | 1,984,196     | 1,351,341              | 240,588       | 2,421,039     |
| Transfer Out                              | 2,983,792     | 90,084        | -                      | -             | -             |
| Total Expenditures                        | 2,993,792     | 2,074,280     | 1,351,341              | 240,588       | 2,421,039     |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | 215,192       | 536,329       | 430,311                | 2,816,558     | 1,690,241     |
| Fund Balance, Beginning of Year           | 13,793,908    | 14,009,100    | 14,545,429             | 14,975,740    | 17,792,298    |
| Fund Balance, End of Year                 | \$ 14,009,100 | \$ 14,545,429 | \$ 14,975,740          | \$ 17,792,298 | \$ 19,482,539 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13                  | 2013-14                  | 2014-15                  | 2015-16                  | 2016-17                  |
|--------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Current Year                         | 3,208,984                | 2,610,609                | 1,781,651                | 3,057,146                | 4,111,280                |
| Prior Year (2-yr Old Funds)          | 2,124,368                | 4,603,706                | 2,610,609                | 1,781,651                | 3,057,146                |
| Prior Year (3-yr Old Funds)          | 2,529,532                | 2,124,368                | 4,603,706                | 2,610,609                | 1,781,651                |
| Prior Year (4-yr Old Funds)          | 4,199,835                | 2,529,532                | 2,124,368                | 4,603,706                | 2,610,609                |
| Prior Year (5-yr Old Funds)          | 1,946,381 <sup>(1)</sup> | 2,677,214 <sup>(1)</sup> | 2,529,532 <sup>(1)</sup> | 2,124,368 <sup>(1)</sup> | 4,603,706 <sup>(1)</sup> |
| Greater than Five Prior Fiscal Years | -                        | -                        | 1,325,873                | 3,614,818                | 3,318,147 <sup>(1)</sup> |
| <b>Total Revenues</b>                | <b>\$ 14,009,100</b>     | <b>\$ 14,545,429</b>     | <b>\$ 14,975,740</b>     | <b>\$ 17,792,298</b>     | <b>\$ 19,482,539</b>     |

(1) The Sunrise Douglas Park Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for the future roadway improvements necessary to serve the growing population within the Sunrise Douglas Community Plan Area and therefor must be retained until enough fees have been collected to start construction of the various roadway projects.

Result: Five Year Findings required in accordance with Government Code 66001 adopted in 2014 with Resolution 4-2014 <sup>(1)</sup>

# City of Rancho Cordova

## Sunrise Douglas (SD) - Transit Shuttle

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13    | 2013-14    | Fiscal Year<br>2014-15 | 2015-16    | 2016-17    |
|-------------------------------------------|------------|------------|------------------------|------------|------------|
| <b>REVENUES</b>                           |            |            |                        |            |            |
| Fees                                      | 17,190     | 12,317     | 11,538                 | 17,453     | 14,863     |
| Interest                                  | 2,733      | 2,997      | 1,520                  | 2,008      | 4,794      |
| Other Revenues                            | -          | -          | -                      | -          | -          |
| Total Revenues                            | 19,923     | 15,315     | 13,058                 | 19,462     | 19,657     |
| <b>EXPENDITURES</b>                       |            |            |                        |            |            |
| Expenditures                              | -          | -          | -                      | 43,134     | -          |
| Transfer Out                              | -          | -          | -                      | -          | -          |
| Total Expenditures                        | -          | -          | -                      | 43,134     | -          |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | 19,923     | 15,315     | 13,058                 | (23,673)   | 19,657     |
| Fund Balance, Beginning of Year           | 419,985    | 439,908    | 455,222                | 468,280    | 444,608    |
| Fund Balance, End of Year                 | \$ 439,908 | \$ 455,222 | \$ 468,280             | \$ 444,608 | \$ 464,265 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13                | 2013-14                | 2014-15                | 2015-16                | 2016-17                |
|--------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Current Year                         | 19,923                 | 15,315                 | 13,058                 | 19,462                 | 19,657                 |
| Prior Year (2-yr Old Funds)          | 16,685                 | 14,775                 | 15,315                 | 13,058                 | 19,462                 |
| Prior Year (3-yr Old Funds)          | 17,307                 | 16,685                 | 14,775                 | 15,315                 | 13,058                 |
| Prior Year (4-yr Old Funds)          | 22,552                 | 17,307                 | 16,685                 | 14,775                 | 15,315                 |
| Prior Year (5-yr Old Funds)          | 26,570 <sup>(1)</sup>  | 22,552 <sup>(1)</sup>  | 17,307 <sup>(1)</sup>  | 16,685 <sup>(1)</sup>  | 14,775 <sup>(1)</sup>  |
| Greater than Five Prior Fiscal Years | 336,871 <sup>(1)</sup> | 368,589 <sup>(1)</sup> | 391,141 <sup>(1)</sup> | 365,313 <sup>(1)</sup> | 381,998 <sup>(1)</sup> |
| <b>Total Revenues</b>                | <b>\$ 439,908</b>      | <b>\$ 455,222</b>      | <b>\$ 468,280</b>      | <b>\$ 444,608</b>      | <b>\$ 464,265</b>      |

(1) The Sunrise Douglas Park Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for the future development and operation of a transit shuttle to service the growing population within the Sunrise Douglas Community Plan Area and therefor must be retained until the population is large enough to support this service.

Result: Five Year Findings required in accordance with Government Code 66001 adopted in 2014 with Resolution 4-2014 <sup>(1)</sup>



# City of Rancho Cordova

## Sunrise Douglas (SD) - Program Administration

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13    | 2013-14    | Fiscal Year<br>2014-15 | 2015-16    | 2016-17    |
|-------------------------------------------|------------|------------|------------------------|------------|------------|
| <b>REVENUES</b>                           |            |            |                        |            |            |
| Fees                                      | 138,579    | 98,948     | 92,684                 | 140,193    | 121,405    |
| Interest                                  | 4,949      | 5,325      | 2,628                  | 3,834      | 9,019      |
| Other Revenues                            | -          | -          | -                      | -          | -          |
| Total Revenues                            | 143,529    | 104,273    | 95,312                 | 144,028    | 130,424    |
| <b>EXPENDITURES</b>                       |            |            |                        |            |            |
| Expenditures                              | 161,076    | 80,669     | 68,869                 | 96,511     | 169,450    |
| Transfer Out                              | -          | -          | -                      | -          | -          |
| Total Expenditures                        | 161,076    | 80,669     | 68,869                 | 96,511     | 169,450    |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | (17,548)   | 23,604     | 26,443                 | 47,517     | (39,026)   |
| Fund Balance, Beginning of Year           | 787,017    | 769,469    | 793,073                | 819,516    | 867,033    |
| Fund Balance, End of Year                 | \$ 769,469 | \$ 793,073 | \$ 819,516             | \$ 867,033 | \$ 828,007 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13                | 2013-14                | 2014-15                | 2015-16                | 2016-17                |
|--------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Current Year                         | 143,529                | 104,273                | 95,312                 | 144,028                | 130,424                |
| Prior Year (2-yr Old Funds)          | 96,822                 | 97,912                 | 104,273                | 95,312                 | 144,028                |
| Prior Year (3-yr Old Funds)          | 109,831                | 96,822                 | 97,912                 | 104,273                | 95,312                 |
| Prior Year (4-yr Old Funds)          | 101,935                | 109,831                | 96,822                 | 97,912                 | 104,273                |
| Prior Year (5-yr Old Funds)          | 133,464 <sup>(1)</sup> | 101,935 <sup>(1)</sup> | 109,831 <sup>(1)</sup> | 96,822 <sup>(1)</sup>  | 97,912 <sup>(1)</sup>  |
| Greater than Five Prior Fiscal Years | 183,889 <sup>(1)</sup> | 282,300 <sup>(1)</sup> | 315,366 <sup>(1)</sup> | 328,687 <sup>(1)</sup> | 256,059 <sup>(1)</sup> |
| <b>Total Revenues</b>                | <b>\$ 769,469</b>      | <b>\$ 793,073</b>      | <b>\$ 819,516</b>      | <b>\$ 867,033</b>      | <b>\$ 828,007</b>      |

(1) The Sunrise Douglas Program Admin Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for the ongoing administrative cost and therefore must be retained for future cost.

Result: Five Year Findings required in accordance with Government Code 66001 adopted in 2014 with Resolution 4-2014 <sup>(1)</sup>

# City of Rancho Cordova

## Traffic Mitigation

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13       | 2013-14       | Fiscal Year<br>2014-15 | 2015-16       | 2016-17       |
|-------------------------------------------|---------------|---------------|------------------------|---------------|---------------|
| <b>REVENUES</b>                           |               |               |                        |               |               |
| Fees                                      | 1,643,890     | 1,028,811     | 1,066,695              | 2,788,012     | 3,851,428     |
| Interest                                  | 135,577       | 130,903       | 62,420                 | 84,824        | 211,962       |
| Other Revenues                            | -             | 15,000        | 15,000                 | 7,700         | -             |
| Total Revenues                            | 1,779,467     | 1,174,715     | 1,144,114              | 2,880,535     | 4,063,390     |
| <b>EXPENDITURES</b>                       |               |               |                        |               |               |
| Expenditures                              | 212,633       | 408,139       | 1,839,192              | 2,530,573     | 1,075,372     |
| Transfer Out                              | 3,055,968     | 1,086,341     | 12,500                 | -             | -             |
| Total Expenditures                        | 3,268,601     | 1,494,480     | 1,851,692              | 2,530,573     | 1,075,372     |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | (1,489,133)   | (319,765)     | (707,578)              | 349,962       | 2,988,018     |
| Fund Balance, Beginning of Year           | 20,739,973    | 19,250,840    | 18,931,074             | 18,223,497    | 18,573,459    |
| Fund Balance, End of Year                 | \$ 19,250,840 | \$ 18,931,074 | \$ 18,223,497          | \$ 18,573,459 | \$ 21,561,477 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13                  | 2013-14                  | 2014-15                  | 2015-16                  | 2016-17                  |
|--------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Current Year                         | 1,779,467                | 1,174,715                | 1,144,114                | 2,880,535                | 4,063,390                |
| Prior Year (2-yr Old Funds)          | 1,705,134                | 3,397,828                | 1,174,715                | 1,144,114                | 2,880,535                |
| Prior Year (3-yr Old Funds)          | 1,843,019                | 1,705,134                | 3,397,828                | 1,174,715                | 1,144,114                |
| Prior Year (4-yr Old Funds)          | 2,741,220                | 1,843,019                | 1,705,134                | 3,397,828                | 1,174,715                |
| Prior Year (5-yr Old Funds)          | 5,785,133 <sup>(1)</sup> | 2,741,220 <sup>(1)</sup> | 1,843,019 <sup>(1)</sup> | 1,705,134 <sup>(1)</sup> | 3,397,828 <sup>(1)</sup> |
| Greater than Five Prior Fiscal Years | 5,396,866 <sup>(1)</sup> | 8,069,159 <sup>(1)</sup> | 8,958,687 <sup>(1)</sup> | 8,271,133 <sup>(1)</sup> | 8,900,895 <sup>(1)</sup> |
| <b>Total Revenues</b>                | <b>\$ 19,250,840</b>     | <b>\$ 18,931,074</b>     | <b>\$ 18,223,497</b>     | <b>\$ 18,573,459</b>     | <b>\$ 21,561,477</b>     |

(1) The Traffic Mitigation Fund reports funds being held beyond the five-years as described by AB1600. While projects are being completed on an annual basis, this fund is accumulation funds for the development and construction of a new interchange, a multi-million dollar project which is not expected to start construction in the next five year CIP funding cycle, therefore the funds must be retained until a funding level that allows construction to start has been reached.

Result: Five Year Findings required in accordance with Government Code 66001 adopted in 2014 with Resolution 4-2014 <sup>(1)</sup>

# City of Rancho Cordova

## Villages of Zinfandel (VOZ) - Roadway

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13    | 2013-14    | Fiscal Year<br>2014-15 | 2015-16    | 2016-17    |
|-------------------------------------------|------------|------------|------------------------|------------|------------|
| <b>REVENUES</b>                           |            |            |                        |            |            |
| Fees                                      | 10,223     | 19,908     | 14,528                 | 8,462      | -          |
| Interest                                  | 1,956      | 2,174      | 1,142                  | 1,621      | 3,876      |
| Other Revenues                            | -          | 3,085      | -                      | -          | -          |
| Total Revenues                            | 12,179     | 25,168     | 15,670                 | 10,082     | 3,876      |
| <b>EXPENDITURES</b>                       |            |            |                        |            |            |
| Expenditures                              | -          | -          | -                      | -          | -          |
| Transfer Out                              | 760        | -          | -                      | -          | -          |
| Total Expenditures                        | 760        | -          | -                      | -          | -          |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | 11,419     | 25,168     | 15,670                 | 10,082     | 3,876      |
| Fund Balance, Beginning of Year           | 303,029    | 314,448    | 339,616                | 355,286    | 365,368    |
| Fund Balance, End of Year                 | \$ 314,448 | \$ 339,616 | \$ 355,286             | \$ 365,368 | \$ 369,245 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13                | 2013-14                | 2014-15                | 2015-16                | 2016-17                |
|--------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Current Year                         | 12,179                 | 25,168                 | 15,670                 | 10,082                 | 3,876                  |
| Prior Year (2-yr Old Funds)          | 9,625                  | 39,818                 | 25,168                 | 15,670                 | 10,082                 |
| Prior Year (3-yr Old Funds)          | 7,815                  | 9,625                  | 39,818                 | 25,168                 | 15,670                 |
| Prior Year (4-yr Old Funds)          | 6,514                  | 7,815                  | 9,625                  | 39,818                 | 25,168                 |
| Prior Year (5-yr Old Funds)          | 29,186 <sup>(1)</sup>  | 6,514 <sup>(1)</sup>   | 7,815 <sup>(1)</sup>   | 9,625 <sup>(1)</sup>   | 39,818 <sup>(1)</sup>  |
| Greater than Five Prior Fiscal Years | 249,129 <sup>(1)</sup> | 250,676 <sup>(1)</sup> | 257,190 <sup>(1)</sup> | 265,005 <sup>(1)</sup> | 274,630 <sup>(1)</sup> |
| <b>Total Revenues</b>                | <b>\$ 314,448</b>      | <b>\$ 339,616</b>      | <b>\$ 355,286</b>      | <b>\$ 365,368</b>      | <b>\$ 369,245</b>      |

(1) The Villages of Zinfandel Roadway Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for a future construction of offsite roadway mitigation facilities to service residents within the Villages of Zinfandel Public Facilities Financing Plan and therefore must be retained until enough fees have been collected to fund a construction project.

Result: Five Year Findings required in accordance with Government Code 66001 adopted in 2014 with Resolution 4-2014 <sup>(1)</sup>

# City of Rancho Cordova

## Villages of Zinfandel (VOZ) - Program Admin

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13  | 2013-14  | Fiscal Year<br>2014-15 | 2015-16  | 2016-17  |
|-------------------------------------------|----------|----------|------------------------|----------|----------|
| <b>REVENUES</b>                           |          |          |                        |          |          |
| Fees                                      | 826      | 627      | 539                    | -        | -        |
| Interest                                  | 43       | 45       | 24                     | 34       | 78       |
| Other Revenues                            | -        | -        | -                      | -        | -        |
| Total Revenues                            | 869      | 672      | 563                    | 34       | 78       |
| <b>EXPENDITURES</b>                       |          |          |                        |          |          |
| Expenditures                              | 1,326    | -        | -                      | -        | 518      |
| Transfer Out                              | -        | -        | -                      | -        | -        |
| Total Expenditures                        | 1,326    | -        | -                      | -        | 518      |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | (457)    | 672      | 563                    | 34       | (439)    |
| Fund Balance, Beginning of Year           | 6,793    | 6,336    | 7,008                  | 7,571    | 7,605    |
| Fund Balance, End of Year                 | \$ 6,336 | \$ 7,008 | \$ 7,571               | \$ 7,605 | \$ 7,165 |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13              | 2013-14              | 2014-15              | 2015-16              | 2016-17              |
|--------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Current Year                         | 1,217                | 869                  | 563                  | 34                   | 78                   |
| Prior Year (2-yr Old Funds)          | 192                  | 192                  | 869                  | 563                  | 34                   |
| Prior Year (3-yr Old Funds)          | 646                  | 646                  | 192                  | 869                  | 563                  |
| Prior Year (4-yr Old Funds)          | 276                  | 276                  | 646                  | 192                  | 869                  |
| Prior Year (5-yr Old Funds)          | 1,279 <sup>(1)</sup> | 1,279 <sup>(1)</sup> | 276 <sup>(1)</sup>   | 646 <sup>(1)</sup>   | 192 <sup>(1)</sup>   |
| Greater than Five Prior Fiscal Years | 3,183 <sup>(1)</sup> | 3,074 <sup>(1)</sup> | 5,025 <sup>(1)</sup> | 5,301 <sup>(1)</sup> | 5,429 <sup>(1)</sup> |
| <b>Total Revenues</b>                | \$ 6,793             | \$ 6,336             | \$ 7,571             | \$ 7,605             | \$ 7,165             |

(1) The Villages of Zinfandel Admin Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for the ongoing administrative cost, including a complete review of the program, and therefore must be retained to cover future cost.

Result: Five Year Findings required in accordance with Government Code 66001 adopted in 2014 with Resolution 4-2014 <sup>(1)</sup>

# City of Rancho Cordova

## Very Low Income Housing

### Statement of Revenues, Expenditures and Changes in Fund Balance For Last Five Fiscal Years

| Description                               | 2012-13     | 2013-14      | Fiscal Year<br>2014-15 | 2015-16        | 2016-17        |
|-------------------------------------------|-------------|--------------|------------------------|----------------|----------------|
| <b>REVENUES</b>                           |             |              |                        |                |                |
| Fees                                      | 24,694      | 42,156       | 27,972                 | 12,585         | 96,134         |
| Interest                                  | 207         | -            | 100                    | 8,551          | 18,524         |
| Other Revenues                            | -           | -            | -                      | 108,323        | 496,939        |
| Total Revenues                            | 24,901      | 42,156       | 28,072                 | 129,459        | 611,597        |
| <b>EXPENDITURES</b>                       |             |              |                        |                |                |
| Expenditures                              | 219,428     | 581,332      | 962,183                | 244,059        | 162,879        |
| Transfer Out                              | -           | -            | -                      | -              | -              |
| Total Expenditures                        | 219,428     | 581,332      | 962,183                | 244,059        | 162,879        |
| <b>REVENUES OVER (UNDER) EXPENDITURES</b> | (194,527)   | (539,175)    | (934,111)              | (114,600)      | 448,718        |
| Fund Balance, Beginning of Year           | 97,130      | (97,397)     | (636,572)              | (1,570,683)    | (1,685,284)    |
| Fund Balance, End of Year                 | \$ (97,397) | \$ (636,572) | \$ (1,570,683)         | \$ (1,685,284) | \$ (1,236,566) |

### Five Year Revenue Test Using First In First Out Method

| Available Revenue                    | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 |
|--------------------------------------|---------|---------|---------|---------|---------|
| Current Year                         | -       | -       | -       | -       | -       |
| Prior Year (2-yr Old Funds)          | -       | -       | -       | -       | -       |
| Prior Year (3-yr Old Funds)          | -       | -       | -       | -       | -       |
| Prior Year (4-yr Old Funds)          | -       | -       | -       | -       | -       |
| Prior Year (5-yr Old Funds)          | -       | -       | -       | -       | -       |
| Greater than Five Prior Fiscal Years | -       | -       | -       | -       | -       |
| Total Revenues                       | \$ -    | \$ -    | \$ -    | \$ -    | \$ -    |

Result: Five Year Revenue Test met in accordance with Government Code 66001

## Notes to the Annual Development Impact Fee Report

The Notes address two items required by California Government Code Section 66006(b). Notes 1-3 provides information on any interfund transfer or loans made from a development fee account or fund, including the public improvement on which the transferred or loaned fee will be expended. In the case of an interfund loan, the date on which the loan will be repaid and the rate of interest the account or fund will receive on the loan is also provided. Note 4 provides information on the amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

### NOTE #1 - 2017 SERIES A & B REFUNDING CERTIFICATES OF PARTICIPATION

On January 25, 2017 \$11,925,000 and \$4,470,000 in Refunding Certificated of Participation (COP's) were issued by the Rancho Cordova Finance Corporation (the "Corporation") to refund both the 2005 & 2007 Certificates of Participations, which were issued for City Hall Facility Acquisition and City Operations. Principal payments of \$190,000 to \$1,235,000 are due annually on February 1<sup>st</sup> through February 1, 2035. Concurrently, the City entered into a facilities lease agreement with the Corporation for the use and occupancy of the facilities. The lease agreement requires the City to make rental payments to the Corporation equal to the Certificates of Participation's principal and interest payments.

The CFF - Community Facilities Fee is responsible for 62.5% of the principal and interest attributable to these COP's. As of June 30, 2017, the CFF - Community Facilities Fee gross repayment obligation, including interest, totaled \$14,844,155. During FY 2016-17 the CFF - Community Facilities Fee made payments totaling \$965,150.22, including bank fees.

Future payments on these COP's are as follows:

| Long Term Debt Obligation      |                                                            |                  |                   |
|--------------------------------|------------------------------------------------------------|------------------|-------------------|
| at June 30, 2017               |                                                            |                  |                   |
| For the Year<br>Ending June 30 | 2017 Series A & B<br>CFF - Community Facilities Obligation |                  |                   |
|                                | Principal                                                  | Interest         | Total             |
| 2018                           | 425,000                                                    | 413,317          | 838,317           |
| 2019                           | 434,375                                                    | 396,713          | 831,088           |
| 2020                           | 437,500                                                    | 388,677          | 826,177           |
| 2021                           | 446,875                                                    | 379,052          | 825,927           |
| 2022                           | 459,375                                                    | 368,059          | 827,434           |
| 2023-2027                      | 2,553,125                                                  | 1,584,761        | 4,137,886         |
| 2028-2032                      | 3,231,250                                                  | 904,211          | 4,135,461         |
| 2033-2035                      | 2,259,375                                                  | 162,489          | 2,421,864         |
| <b>Total Payments Due</b>      | <b>10,246,875</b>                                          | <b>4,597,280</b> | <b>14,844,155</b> |

# City of Rancho Cordova

## Development Impact Fee Report

### NOTE #2 - DEFERRED IMPACT FEES

In May 2008, the City enacted a Temporary Fee Deferral Program for certain development impact fees. This program allows residential and non-residential developers to defer eligible impact fees normally paid at the time of building permit issuance to the earlier of final inspection, issuance of temporary or final certificate of occupancy, or one-year from the date the fee deferral application was approved. Although originally set to expire after one year, through various Council actions, the program has been extended to June 30, 2019.

Developer impact fees deferred at June 30, 2017 are as follows:

| DEVELOPMENT IMPACT FEE DEFERRALS           |               |              |                 |  |
|--------------------------------------------|---------------|--------------|-----------------|--|
| at June 30, 2017                           |               |              |                 |  |
| Fee Program                                | Residential   |              | Non-Residential |  |
|                                            | Single Family | Multi-Family | All Types       |  |
| Community Facility Fee - Library           | -             | -            | -               |  |
| Transportation Impact Fee                  | -             | -            | -               |  |
| Villages of Zinfandel - Traffic Mitigation | -             | -            | -               |  |
| Total Fees Deferred                        | \$ -          | \$ -         | \$ -            |  |

### NOTE #3 - REFUNDS PAYABLE *As defined by California Government Code Section 66006 (b)*

When the City no longer needs the funds for the purposed collected, or if the City fails to make required findings or perform certain administrative tasks prescribed by AB1600, the City may be required to refund, on a prorated basis, to property owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds.

At this time, all fees being collected pursuant to the Development Impact Fee Program(s) have been earmarked for current or future capital projects necessary to maintain the current levels of service within existing services area to serve new development.

## Development Fee Project Identification - California Government Code Section

66006 and 66001 require the City to make certain findings and meet reporting requirements on the use of development fees.

The following table, on pages 29-31, illustrates several of the reporting requirements defined in the Legal Requirement section on pages 1-3.

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- Identify the purpose to which the fee is to be put.
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

Most of the current projects including all funding sources and approximate dates on funding can be found in the 2015/16 – 2019/20 Capital Improvement Program (CIP). Some projects identified as “Future” in the Project Phase column will not be identified in the CIP but will be found in the corresponding Development Fee Program instead.

Information regarding completed projects which received full or partial funding from development impact fees can be obtained by contacting the Finance Department.



# City of Rancho Cordova

## Development Fee Program Identification - Active & Future Projects

|                                                            |                                                                                       |                      |                      |                 |                        | Development Impact Fees |                        |                    |
|------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------|----------------------|-----------------|------------------------|-------------------------|------------------------|--------------------|
| Project Number                                             | Current Project(s)                                                                    | Project Phase<br>(1) | Estimated Start Date | Completion Date | Estimated Project Cost | Budget to Date<br>(2)   | Funding to Date<br>(2) | Attrib. to New Dev |
| <b>Community Facility Fee - Community Facilities</b>       |                                                                                       |                      |                      |                 |                        |                         |                        |                    |
|                                                            | Administrative Duties associated with Community Facilities Fee Program (inc. updates) | Admin                | 2004                 | Post 2019-20    | n/a                    | 806,394                 | 806,394                | 100%               |
|                                                            | Animal Control Vehicles                                                               | Future               | Post 2019-20         | Post 2019-20    | 106,000                | -                       | -                      | 63%                |
|                                                            | City Hall Cost                                                                        | Future               | Post 2019-20         | Post 2019-20    | 54,856,000             | -                       | -                      | 63%                |
|                                                            | Community Center                                                                      | Future               | Post 2019-20         | Post 2019-20    | 46,834,000             | -                       | -                      | 63%                |
|                                                            | Corportation Yard                                                                     | Future               | Post 2019-20         | Post 2019-20    | 26,291,000             | -                       | 1,026,842              | 63%                |
|                                                            | Debt Service Payment(s) - COPS 2005 A                                                 | Debt Service         | 2005                 | 2035            | 6,808,976              | 5,342,225               | 2,773,033              | 63%                |
|                                                            | Debt Service Payment(s) - COPS 2007 A&B                                               | Debt Service         | 2005                 | 2035            | 37,259,947             | 25,803,240              | 10,834,407             | 63%                |
|                                                            | Debt Service Payment(s) - Refunding COPS 2017 A&B                                     | Debt Service         | 2017                 | 2035            | 23,750,647             | 14,844,155              | -                      | 63%                |
|                                                            | Hansen Computer System                                                                | Future               | Post 2019-20         | Post 2019-20    | 1,310,000              | -                       | -                      | 63%                |
|                                                            | Museum                                                                                | Future               | Post 2019-20         | Post 2019-20    | 19,993,000             | -                       | -                      | 63%                |
|                                                            | Parking Structure                                                                     | Future               | Post 2019-20         | Post 2019-20    | 16,571,000             | -                       | -                      | 63%                |
|                                                            | Police Facilities                                                                     | Future               | Post 2019-20         | Post 2019-20    | 56,085,000             | -                       | -                      | 63%                |
|                                                            | Police Vehicles & Equipment                                                           | Future               | Post 2019-20         | Post 2019-20    | 4,172,000              | -                       | -                      | 63%                |
| <b>Total Community Facility Fee - Community Facilities</b> |                                                                                       |                      |                      |                 | <b>\$ 294,037,570</b>  | <b>\$ 46,796,014</b>    | <b>\$ 15,440,676</b>   |                    |
| <b>Community Facility Fee - Library</b>                    |                                                                                       |                      |                      |                 |                        |                         |                        |                    |
|                                                            | Administrative Duties                                                                 | Admin                | 2004                 | Post 2019-20    | n/a                    | 33,133                  | 33,133                 | 100%               |
|                                                            | Regional Library Facility                                                             | Future               | Post 2019-20         | Post 2019-20    | 43,858,000             | -                       | -                      | 79%                |
| <b>Total Community Facility Fee - Library</b>              |                                                                                       |                      |                      |                 | <b>\$ 43,858,000</b>   | <b>\$ 33,133</b>        | <b>\$ 33,133</b>       |                    |
| <b>Sunrise Douglas - Fee Program Update</b>                |                                                                                       |                      |                      |                 |                        |                         |                        |                    |
|                                                            | Sunrise Douglas Fee Program Updates                                                   | Admin                | 2004                 | Post 2019-20    | n/a                    | 118,166                 | 118,166                | 100%               |
| <b>Sunrise Douglas - Interim Sewer</b>                     |                                                                                       |                      |                      |                 |                        |                         |                        |                    |
| CP16-2181                                                  | Chrysanthy Blvd Lift Station                                                          | Future               | Post 2019-20         | Post 2019-20    | 1,466,569              | -                       |                        | 16%                |
|                                                            | Chrysanthy Blvd Trunk Sewer                                                           | Future               | Post 2019-20         | Post 2019-20    | 1,506,556              |                         |                        | 28%                |
|                                                            | Douglas Blvd Lift Station                                                             | Construction         | 2016                 | 2017            | 1,730,000              | 1,730,000               | 531,238                | 100%               |
|                                                            | Folsom South Canal Crossing: Sewer Costs                                              | Future               | Post 2019-20         | Post 2019-20    | 1,545,991              | -                       |                        | 19%                |
|                                                            | Kiefer Lift Station                                                                   | Reimb/Credit         | 2003                 | 2006            | 1,431,280              | 1,431,280               | 1,428,040              | 100%               |
|                                                            | Sewer Forcemain: Chrysanthy Blvd Lift Station to Mayhew Road Outfall                  | Future               | Post 2019-20         | Post 2019-20    | 5,802,192              | -                       |                        | 17%                |
|                                                            | Sewer Forcemain: Douglas Lift station to Chrysanthy Blvd                              | Reimb/Credit         | 2003                 | 2007            | 660,607                | 660,607                 | -                      | 100%               |
|                                                            | Sewer Forcemain: Kiefer Blvd lift station to Chrysanthy Blvd                          | Reimb/Credit         | 2003                 | 2006            | 1,766,886              | 1,766,886               | 1,216,468              | 100%               |
|                                                            | Sewer Studies                                                                         | Future               | Post 2019-20         | Post 2019-20    | 30,000                 | -                       | -                      | 100%               |
| <b>Total Sunrise Douglas - Interim Sewer</b>               |                                                                                       |                      |                      |                 | <b>\$ 15,940,081</b>   | <b>\$ 5,588,773</b>     | <b>\$ 3,175,746</b>    |                    |
| <b>Sunrise Douglas - Park</b>                              |                                                                                       |                      |                      |                 |                        |                         |                        |                    |
| PM11-7114                                                  | Administrative Duties associated with Sunrise Douglas Park Fee Program                | Admin                | 2005                 | Post 2019-20    | n/a                    | 760,047                 | 760,047                | 100%               |
|                                                            | Anatolia Bike Trail                                                                   | Reimb/Credit         | 2004                 | 2007            | 1,300,542              | 930,146                 | 616,609                | 100%               |
|                                                            | Developer Fee Credits                                                                 | Reimb/Credit         | 2005                 | Post 2019-20    | n/a                    | 2,677,860               | 2,677,860              | 100%               |
|                                                            | Heron Landing Park                                                                    | Construciton         | 2016                 | 2017            | 6,937,409              | 6,937,409               | 7,257,100              | 100%               |
| <b>Total Sunrise Douglas - Park</b>                        |                                                                                       |                      |                      |                 | <b>\$ 8,237,951</b>    | <b>\$ 11,305,463</b>    | <b>\$ 11,311,615</b>   |                    |
| <b>Sunrise Douglas - Suppl Offsite Water</b>               |                                                                                       |                      |                      |                 |                        |                         |                        |                    |
|                                                            | Anatolia GTWP, Excelsior Raw Water Line, Vineyard Wells 1-3                           | Reimb/Credit         | 2003                 | 2007            | 29,771,437             | 7,015,347               | 4,135,369              | 24%                |
|                                                            | Folsom South Canal Crossing: Water Costs                                              | Future               | Post 2019-20         | Post 2019-20    | 1,566,583              | -                       | -                      | 18%                |
|                                                            | North Douglas Tank Site Land                                                          | Reimb/Credit         | 2003                 | 2007            | 1,386,000              | 969,000                 | 250,516                | 100%               |
|                                                            | Vineyard Wells 4-7                                                                    | Future               | Post 2019-20         | Post 2019-20    | 3,520,000              | -                       | -                      | 10%                |
| <b>Total Sunrise Douglas - Suppl Offsite Water</b>         |                                                                                       |                      |                      |                 | <b>\$ 36,244,020</b>   | <b>\$ 7,984,347</b>     | <b>\$ 4,385,885</b>    |                    |

# City of Rancho Cordova

## Development Fee Program Identification - Active & Future Projects

|                                                    |                                                                                   |                      |                      |                 |                        | Development Impact Fees |                        |                    |
|----------------------------------------------------|-----------------------------------------------------------------------------------|----------------------|----------------------|-----------------|------------------------|-------------------------|------------------------|--------------------|
| Project Number                                     | Current Project(s)                                                                | Project Phase<br>(1) | Estimated Start Date | Completion Date | Estimated Project Cost | Budget to Date<br>(2)   | Funding to Date<br>(2) | Attrib. to New Dev |
| <b>Sunrise Douglas - Roadway (Fund 2246)</b>       |                                                                                   |                      |                      |                 |                        |                         |                        |                    |
| CP08-2063                                          | Americanos Blvd, Douglas Rd to Chrysanthy Blvd                                    | Preliminary          | 2008                 | Post 2019-20    | 2,969,000              | 2,969,000               | 411,754                | 100%               |
| CP05-2003                                          | Rancho Cordova Parkway Interchange                                                | Preliminary          | 2005                 | Post 2019-20    | 100,000,000            | 500,000                 | 439,963                | 100%               |
| CP15-2160                                          | Sunrise Blvd and Justinia Dr Signal Project                                       | Preliminary          | 2015                 | 2017            | 500,000                | 127,000                 | 126,067                | 100%               |
| CP06-2022                                          | Americanos Blvd Phase II, Chrysanthy Blvd to Kiefer Blvd                          | Future               | Post 2019-20         | Post 2019-20    | 3,276,000              | -                       | -                      | 100%               |
|                                                    | Chrysanthy Blvd, Sunrise Blvd to Rancho Cordova Pkwy                              | Construction         | 2006                 | 2017            | 3,690,000              | 3,334,000               | 1,485,321              | 90%                |
|                                                    | Chrysanthy Blvd Phase II, Rancho Cordova Pkwy to Grant Line Rd                    | Future               | Post 2019-20         | Post 2019-20    | 10,091,000             | -                       | -                      | 100%               |
| CP06-2024                                          | Douglas Road Phase I, Rancho Cordova Pkwy to Borderlands Dr                       | Reimb/Credit         | 2006                 | 2015            | 2,146,000              | 2,146,000               | 1,878,153              | 100%               |
| CP13-2124                                          | Douglas Road & Grantline Rd Traffic Signal                                        | Preliminary          | 2013                 | 2017            | 1,121,000              | 363,000                 | 415,281                | 32%                |
| CP07-2032                                          | Douglas Road, Americanos Blvd to Grant Line Rd                                    | Preliminary          | 2007                 | Post 2019-20    | 6,488,000              | 4,596,000               | 2,562                  | 71%                |
| CP10-2083                                          | Douglas Road, Rancho Cordova Pkwy to Americanos Blvd                              | Preliminary          | 2010                 | 2017            | 2,600,000              | 2,600,000               | 3,905                  | 100%               |
| CP09-2074                                          | Kiefer Blvd Phase II, Sunrise Blvd to Grant Line Rd                               | Preliminary          | 2009                 | Post 2019-20    | 8,931,000              | 10,000                  | 78                     | 0%                 |
| CP07-2036                                          | Kiefer Blvd, Sunrise Blvd to Jaeger Road                                          | Reimb/Credit         | 2007                 | Post 2019-20    | 7,510,626              | 4,012,855               | 4,012,855              | 86%                |
| CP07-2035                                          | Rancho Cordova Parkway, Douglas Rd to Kiefer Blvd                                 | Reimb/Credit         | 2007                 | Post 2019-20    | 7,380,000              | 6,809,000               | 711,615                | 92%                |
| CP06-2048                                          | Right of Way (ROW) Program/Contingency                                            | Ongoing              | 2006                 | Post 2019-20    | 1,875,000              | 314,000                 | -                      | 17%                |
| CP11-2100                                          | Sunrise Blvd Widening and Intersection Improvements, Keifer Blvd to State Rte. 16 | Preliminary          | 2011                 | 2017            | 12,000,000             | 1,231,000               | 70,337                 | 10%                |
| CP06-2028                                          | Sunrise Blvd, Douglas Rd to Kiefer Blvd                                           | Reimb/Credit         | 2006                 | Post 2019-20    | 16,334,786             | 15,887,765              | 15,887,765             | 92%                |
| PM17-7216                                          | FY 16-17 Project Development                                                      | Planning             | 2016                 | 2017            | 125,066                | 40,000                  | 10,785                 | 64%                |
| PM17-7219                                          | FY 2016-17 Transportation Master Plan & Dev Program                               | Planning             | 2016                 | 2017            | 100,000                | 40,000                  | 26,234                 | 100%               |
| <b>Total Sunrise Douglas - Roadway</b>             |                                                                                   |                      |                      |                 | <b>\$ 83,443,413</b>   | <b>\$ 41,303,620</b>    | <b>\$ 25,482,675</b>   |                    |
| <b>Sunrise Douglas - Transit</b>                   |                                                                                   |                      |                      |                 |                        |                         |                        |                    |
|                                                    | Acquisition of 20 transit shuttles                                                | Future               | 2004                 | Post 2019-20    | 1,100,000              | 1,100,000               | -                      | 100%               |
| CP15-2164                                          | Anatolia Transit Signs                                                            | Construction         | 2015                 | 2016            | 50,000                 | 50,000                  | 43,134                 | 100%               |
| <b>Total Sunrise Douglas - Transit</b>             |                                                                                   |                      |                      |                 | <b>\$ 1,150,000</b>    | <b>\$ 1,150,000</b>     | <b>\$ 43,134</b>       |                    |
| <b>Sunrise Douglas - Admin</b>                     |                                                                                   |                      |                      |                 |                        |                         |                        |                    |
|                                                    | Administrative Duties associated with the Sunrise Douglas Fee Program             | Admin                | 2004                 | Post 2019-20    | n/a                    | 1,394,498               | 1,394,498              | 100%               |
| <b>Traffic Mitigation - Impact Fee (Fund 2250)</b> |                                                                                   |                      |                      |                 |                        |                         |                        |                    |
|                                                    | Americanos Blvd Phase III, International Dr to Douglas Rd                         | Future               | Post 2019-20         | Post 2019-20    | 8,849,000              | -                       | -                      | 100%               |
| CP13-2122                                          | Aramon Dr/Studarus Dr & Coloma Rd Traffic Signal                                  | Construction         | 2014                 | 2015            | 572,000                | 40,000                  | 39,182                 | 7%                 |
|                                                    | Centennial Drive, International Drive to Grant Line Road                          | Future               | Post 2019-20         | Post 2019-20    | 9,904,000              | -                       | -                      | 100%               |
| CP07-2032                                          | Douglas Road, Americanos Blvd to Grant Line Rd                                    | Preliminary          | 2007                 | Post 2019-20    | 6,488,000              | 1,854,000               | -                      | 29%                |
| CP13-2111                                          | Douglas Road - Sunrise to Wst City Boundary                                       | Preliminary          | 2013                 | Post 2019-20    | 13,012,000             | 62,000                  | 75,614                 | 0%                 |
| CP13-2124                                          | Douglas Road and Grant Line Road Traffic Signal                                   | Preliminary          | 2013                 | 2017            | 1,121,000              | 55,000                  | 70,488                 | 5%                 |
| CP11-2093                                          | Easton Valley Parkway (6th Ave), Sunrise Blvd to City Limits                      | Future               | 2015                 | Post 2019-20    | 9,758,000              | 9,758,000               | -                      | 100%               |
| CP09-2069                                          | International Drive, Sunrise Blvd to Rancho Cordova Pkwy Loop                     | Preliminary          | 2009                 | Post 2019-20    | 45,000,000             | 45,000,000              | -                      | 100%               |
| CP14-2141                                          | International Drive & Femoyer Rd Traffic Signal                                   | Construction         | 2014                 | 2015            | 650,000                | 232,000                 | 183,203                | 36%                |
| CP09-2074                                          | Kiefer Blvd Phase II, Sunrise Blvd to Grant Line Rd                               | Preliminary          | 2009                 | Post 2019-20    | 8,931,000              | 8,921,000               | -                      | 100%               |
| CP07-2036                                          | Kiefer Blvd, Sunrise Blvd to Jaeger Road                                          | Reimb/Credit         | 2007                 | Post 2019-20    | 7,510,626              | 2,493,286               | 2,493,286              | 86%                |
| CP10-2084                                          | Mather Field Rd - Pedestrian, ADA & Safety Improvements                           | Construction         | 2010                 | 2016            | 2,796,000              | 109,000                 | 109,628                | 4%                 |
| CP15-2161                                          | Pedestrian Promenade Construction                                                 | Preliminary          | 2015                 | 2020            | 8,500,000              | 850,000                 | 30,701                 | 10%                |
| CP07-2035                                          | Rancho Cordova Parkway, Douglas Rd to Kiefer Blvd                                 | Reimb/Credit         | 2007                 | Post 2019-20    | 7,380,000              | 571,000                 | -                      | 8%                 |
| CP05-2003                                          | Rancho Cordova Parkway Interchange                                                | Preliminary          | 2005                 | Post 2019-20    | 100,000,000            | 7,582,000               | 4,398,056              | 8%                 |
|                                                    | Rancho Cordova Parkway South, Kiefer Blvd to Grant Line Rd                        | Future               | Post 2019-20         | Post 2019-20    | 3,709,000              | -                       | -                      | 100%               |
| CP06-2048                                          | Right of Way (ROW) Program/Contingency                                            | Ongoing              | 2006                 | Post 2019-20    | 1,875,000              | 963,000                 | -                      | 51%                |
| CP09-2070                                          | Rio Del Oro Parkway, Sunrise Blvd to White Rock Rd                                | Future               | Post 2019-20         | Post 2019-20    | 11,462,000             | -                       | -                      | 100%               |
| CP13-2123                                          | Signal Interconnect on Coloma Road                                                | Construction         | 2014                 | 2015            | 981,000                | 45,000                  | 38,892                 | 5%                 |
| CP15-2160                                          | Sunrise Blvd and Justinia Dr Signal Project                                       | Preliminary          | 2015                 | 2017            | 500,000                | 34,000                  | 10,293                 | 7%                 |
| CP11-2100                                          | Sunrise Blvd Widening and Intersection Improvements, Keifer Blvd to State Rte. 16 | Preliminary          | 2011                 | 2017            | 12,000,000             | 47,000                  | 42,175                 | 1%                 |
| CP13-2116                                          | Traffic Management Center                                                         | Preliminary          | 2014                 | 2017            | 4,152,000              | 142,000                 | 423,883                | 3%                 |

**Traffic Mitigation - Impact Fee - Continued**

# City of Rancho Cordova

## Development Fee Program Identification - Active & Future Projects

| Project Number                                    | Current Project(s)                                                                       | Project Phase<br>(1) | Estimated Start Date | Completion Date | Estimated Project Cost | Development Impact Fees |                        |                    |
|---------------------------------------------------|------------------------------------------------------------------------------------------|----------------------|----------------------|-----------------|------------------------|-------------------------|------------------------|--------------------|
|                                                   |                                                                                          |                      |                      |                 |                        | Budget to Date<br>(2)   | Funding to Date<br>(2) | Attrib. to New Dev |
| CP15-2146                                         | Villagio, Douglas Rd to White Rock Rd                                                    | Future               | Post 2019-20         | Post 2019-20    | 2,496,000              | -                       | -                      | 100%               |
| CP07-2055                                         | White Rock Road and Gold Valley Dr Signal and Intersection Improvements                  | Preliminary          | 2014                 | 2016            | 375,000                | 375,000                 | 58,848                 | 100%               |
| CP14-2132                                         | White Rock Road Improvements Phase I, Sunrise to Rancho Cordova Pkwy                     | Construction         | 2007                 | 2015            | 10,215,000             | 4,284,000               | 1,624,849              | 42%                |
| PM16-7196                                         | Zinfandel Complex Phase I Feasibility Study                                              | Preliminary          | 2014                 | 2018            | 5,481,000              | 221,000                 | 342,527                | 4%                 |
| PM16-7199                                         | PW General Engineering-Consultants                                                       | Planning             | 2015                 | 2016            | 213,000                | 213,000                 | 204,796                | 100%               |
| PM16-7202                                         | FY 15-16 Project Development                                                             | Planning             | 2015                 | 2016            | 166,000                | 40,000                  | 10,187                 | 24%                |
| PM16-7213                                         | FY 15-16 Transportation Master Plan Development                                          | Planning             | 2015                 | 2016            | 150,000                | 80,000                  | 76,947                 | 53%                |
| PM16-7248                                         | PW Project Impact Fee Tracking                                                           | Planning             | 2015                 | 2016            | 1,892,696              | 451,696                 | 216,265                | 24%                |
| PM16-7249                                         | Short Range Transit Improvement Plan                                                     | Planning             | 2015                 | 2016            | 75,000                 | 19,698                  | 3,338                  | 26%                |
| PM17-7216                                         | Circulation Plan Update                                                                  | Planning             | 2015                 | 2016            | 98,100                 | 78,000                  | 96,696                 | 80%                |
| PM17-7219                                         | FY 16-17 Project Development                                                             | Planning             | 2016                 | 2017            | 125,066                | 40,000                  | 9,601                  | 64%                |
| PM17-7219                                         | FY 2016-17 Transportation Master Plan & Dev Program                                      | Planning             | 2016                 | 2017            | 100,000                | 30,000                  | 33,419                 | 100%               |
| <b>Total Traffic Mitigation - Impact Fee</b>      |                                                                                          |                      |                      |                 | <b>\$ 283,717,626</b>  | <b>\$ 83,638,286</b>    | <b>\$ 10,592,873</b>   |                    |
| <b>Traffic Mitigation - Admin</b>                 |                                                                                          |                      |                      |                 |                        |                         |                        |                    |
| CP09-2067                                         | Administrative Duties associated with Traffic Mitigation Fee Program (including updates) | Admin                | 2004                 | Post 2019-20    | n/a                    | 715,550                 | 715,550                | 100%               |
| PM16-7213                                         | Villages of Zinfandel Traffic Signals                                                    | Future               | 2009                 | 2019            | 1,766,000              | 16,000                  | 2,244                  | 1%                 |
| PM16-7248                                         | PW Project Impact Fee Tracking                                                           | Planning             | 2015                 | 2016            | 1,892,696              | 192,000                 | 132,882                | 10%                |
| PM16-7248                                         | Short Range Transit Improvement Plan                                                     | Planning             | 2015                 | 2016            | 75,000                 | 33,000                  | 22,732                 | 44%                |
| <b>Total Traffic Mitigation - Admin</b>           |                                                                                          |                      |                      |                 | <b>\$ 1,766,000</b>    | <b>\$ 731,550</b>       | <b>\$ 873,408</b>      |                    |
| <b>Villages of Zinfandel - Roadway</b>            |                                                                                          |                      |                      |                 |                        |                         |                        |                    |
| CP06-2048                                         | Right of Way (ROW) Program/Contingency                                                   | Ongoing              | 2006                 | Post 2019-20    | 1,875,000              | 170,000                 | -                      | 9%                 |
| <b>Total Villages of Zinfandel - Roadway</b>      |                                                                                          |                      |                      |                 | <b>\$ 1,875,000</b>    | <b>\$ 170,000</b>       | <b>\$ -</b>            |                    |
| <b>Villages of Zinfandel - Program Admin</b>      |                                                                                          |                      |                      |                 |                        |                         |                        |                    |
|                                                   | Admin. Duties associated with the (VOZ) Fee Program (including updates)                  | Admin                | 2005                 | Post 2019-20    | n/a                    | 7,714                   | 7,714                  | 100%               |
| <b>Housing Trust Development Impact Fee</b>       |                                                                                          |                      |                      |                 |                        |                         |                        |                    |
| AD10-3006                                         | Administrative Duties associated with Housing Program                                    | Admin                | 2007                 | Post 2019-20    | n/a                    | 143,120                 | 143,120                | 100%               |
| CP14-2150                                         | Mather Veteran's Village, Phase 1                                                        | Construction         | 2010                 | 2016            | 22,033,675             | 1,270,863               | 1,279,463              | 6%                 |
| CP16-2177                                         | Mather Veteran's Village, Phase 2                                                        | Construction         | 2014                 | 2018            | 9,435,000              | 396,093                 | 310,144                | 4%                 |
| CP10-2094                                         | Mather Veteran's Village, Phase 3                                                        | Preliminary          | 2016                 | 2018            | 19,499,659             | 55,000                  | 55,973                 | 0%                 |
| CP18-2193                                         | Senior's Horizons at New Rancho                                                          | Preliminary          | 2010                 | 2018            | 16,617,365             | 2,146,180               | 1,194,714              | 13%                |
| CP18-2193                                         | Crossings at Woodberry Way                                                               | Preliminary          | 2017                 | Post 2019-20    | 2,666,200              | 2,666,200               | 55,693                 | 100%               |
| <b>Total Housing Trust Development Impact Fee</b> |                                                                                          |                      |                      |                 | <b>\$ 70,251,899</b>   | <b>\$ 6,677,456</b>     | <b>\$ 3,039,107</b>    |                    |



## MEMORANDUM



**DATE:** December 18, 2017

**TO:** Honorable Mayor and Council Members

**FROM:** Albert Stricker, Public Works Director

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

### **RECOMMENDATION**

Staff recommends that Council waive the second reading and adoption of Ordinance No. 12-2017, "An Ordinance of the City Council of the City of Rancho Cordova Repealing and Replacing Chapters 19.04 and 19.12 within Title 19 of the Rancho Cordova Municipal Code Relating to the Protection and Preservation of Private and Public Trees."

### **RESULT OF RECOMMENDED ACTION**

The recommended action will result in revisions to Chapters 19.04 and 19.12 of the Municipal Code.

### **BACKGROUND**

The focus of this updated ordinance is to provide additional protection for the City's urban forest. The ordinance was introduced and presented to City Council on December 4, 2017. This action is final adoption.

### **ATTACHMENT**

1. Ordinance No. 12-2017

**ATTACHMENT 1****CITY OF RANCHO CORDOVA****ORDINANCE NO. 12-2017**

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

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

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

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

**"Chapter 19.04 PROTECTION OF PUBLIC TREES**

## Sections:

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

**19.04.010 Purpose and Intent.**

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

**19.04.020 Word Construction.**

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

**ATTACHMENT 1**

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

**19.04.030 Definitions.**

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

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

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

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

O. “Tree” includes shrub.

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

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

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

**19.04.040 Conserving Public Trees.**

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

**19.04.050 City Responsible for Public Trees.**

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

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

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

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

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



**ATTACHMENT 1****19.04.060 Public Utilities and Easements.**

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

**19.04.070 Public Tree Permits.**

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

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

**ATTACHMENT 1****19.04.080 General Regulations.**

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

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

**19.04.090 Tree Stumps Prohibited.**

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

**19.04.100 Clearance Requirements.**

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

**19.04.110 Exemption of City from Solar Shade Control Act.**

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

**19.04.120 Public Nuisances.**

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

**ATTACHMENT 1****19.04.130 Violations.**

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

**19.04.140 Enforcement.**

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

**19.04.150 Appeals and Abatement Procedures.**

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

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

**19.04.160 Interference with Authorized Personnel.**

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

**ATTACHMENT 1****Chapter 19.12 PRESERVATION AND PROTECTION OF PRIVATE TREES**

## Sections:

- 19.12.010 Purpose and Intent.
- 19.12.020 Word Construction.
- 19.12.030 Definitions.
- 19.12.040 Protected Tree Permit Required.
- 19.12.050 Application Procedure.
- 19.12.060 Protected Tree Permit Provisions.
- 19.12.070 Decision Criteria.
- 19.12.080 Emergency Conditions.
- 19.12.090 Prohibited Acts Relating to Protected Trees.
- 19.12.100 Activity Allowed Near Protected Trees.
- 19.12.110 Appeal of Denial of Protected Tree Permit.
- 19.12.120 Tree Replacement Plan.
- 19.12.130 Replanting Security.
- 19.12.140 Grading Beneath Tree Drip Lines.
- 19.12.150 Development Control Measures.
- 19.12.160 Tree Protection Plan.
- 19.12.170 Protected Tree Reports for Tentative Tract Maps.
- 19.12.180 Protected Tree Reports for Parcel Maps.
- 19.12.190 Stop Work Order.
- 19.12.200 Fees.
- 19.12.210 Exemption of City from Solar Shade Control Act.
- 19.12.220 Tree Stumps Prohibited.
- 19.12.230 Public Nuisances.
- 19.12.240 Violations.
- 19.12.250 Enforcement.
- 19.12.260 Appeals and Abatement.
- 19.12.270 Interference With Authorized Personnel.

**19.12.010 Purpose and Intent.**

A. Native oak trees grew naturally in Rancho Cordova. As the area has been developed, many types of trees have been planted. Trees are a community asset that cannot provide benefits without human maintenance, care, and protection. A clearly defined, reasonable, and effective ordinance guides the growth of a long term community tree canopy that provides improved air quality, public and mental health, welfare, safety and environmental benefits to the residents, businesses, and visitors of Rancho Cordova. Trees on both public and private properties contribute to the community tree canopy and the growing of trees on both public and private property are necessary to sustain a community-wide tree canopy. Furthermore, it is recognized that the preservation of trees enhances the natural scenic beauty, sustains the long-term potential increase in property values, which encourages quality development, maintains the original ecology, retains the original tempering effect of extreme temperatures, increases the attractiveness of the city to visitors, helps to reduce soil erosion, and increases the oxygen output of the area which is needed to combat air pollution. For these reasons, in order to promote the health, safety, and general welfare, to preserve and protect significant historical heritage values, to enhance the beauty of the city of Rancho Cordova, and to complement and strengthen zoning, subdivision and land use standards and regulations, while at the same time

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recognizing individual rights to develop private property, the City Council adopts this chapter, establishing basic standards and measures for the preservation and protection of trees.

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

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

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

**19.12.020 Word Construction.**

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

**19.12.030 Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. "Protected Tree" means:

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

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

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

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

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

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

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

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

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

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

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

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

**19.12.040 Protected Tree Permit Required.**

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

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

**19.12.050 Application Procedure.**

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

- A. A brief statement of the reasons for removal or major trimming, written by a Certified Arborist;
- B. Consent of the owner of record of the land on which the proposed activity is to occur;
- C. A tree inventory including: site sketch or site plan showing the accurate location, number of trees affected, species, trunk diameter, approximate height, and approximate dripline of the tree or trees to be removed;
- D. If the project involves other discretionary development, then this inventory must be part of the total development plan and must also describe any tree or trees which could be affected by the proposed development;



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- E. If the application is for the removal of a protected tree, the applicant shall also submit a tree replacement plan pursuant to the standards set forth in section 19.12.120, or as may be amended;
- F. Any other pertinent information; and
- G. The application and statement from a Certified Arborist for a tree permit shall be reviewed by staff within twenty (20) business days of submittal.

**19.12.060 Protected Tree Permit Provisions.**

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

**19.12.070 Decision Criteria.**

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

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

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

**19.12.080 Emergency Conditions.**

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

**19.12.090 Prohibited Actions Relating to Protected Trees.**

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

- A. Secure, fasten, or run any rope, wire, sign, unprotected electrical installation or other device or material to, around, or through a protected tree;
- B. Break, injure, deface, kill, or destroy a protected tree or allow any fire to burn where it will injure any protected tree;
- C. Allow any chemical, gas, smoke, salt brine, oil, pesticide, or other injurious substance to seep, drain, or be emptied upon, above, or below any protected tree;
- D. Excavate any ditch, tunnel, or trench, or fill within the dripline of any protected tree;

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- E. Erect, alter, repair or raze any building or structure without placing suitable guards around all nearby protected trees which may be injured by such operations;
- F. Remove any guard or other device or materials intended for the protection of a protected tree or take away or obstruct any open space around the base of a protected tree designed to prevent soil compaction or physical damage; or
- G. Allow the topping of any protected tree.

**19.12.100 Activity Allowed Near Protected Trees.**

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

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

**19.12.110 Appeal of Denial of Protected Tree Permit.**

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

**19.12.120 Tree Replacement Plan.**

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

**ATTACHMENT 1****B. Replacement Standards.**

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

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

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

**C. Replacement Options.**

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

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

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

**D. Replacement Equivalents.**

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

- a. A tree in a fifteen (15) gallon container or smaller = one-inch DSH;

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

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

1. The tree removal is required to mitigate overcrowded, overlapping and compromised tree canopies, and the removal of the protected tree would not significantly reduce the property's tree canopy cover;
2. The condition of the tree with respect to disease, danger of falling, or interference with utility services, is such that the public health, safety, or welfare requires its removal. The tree shall be replaced with at least one tree unless replacement of the tree would be ineffective due to environmental conditions such as disease or contamination; or
3. The tree or its roots are causing, or threatening to cause, damage to any main structure on the property or on any adjacent property and there are no reasonable alternative means to mitigate the damage or threatened damage while minimizing the impact on the tree. Reasonable alternative means of mitigation include, but are not limited to, cutting tree roots, trimming the tree canopy, or installing a root barrier. Removing, relocating, or in any way altering any main structure on the property shall not be considered a reasonable alternative means of mitigation. The tree shall be replaced with at least one tree unless replacement of the tree would be ineffective due to environmental conditions such as disease or contamination.

F. Security.

1. Security may be required for any tree replacement plan that does not include payment of an in-lieu fee. The security shall guarantee the tree permittee's compliance with conditions of approval and city provisions regarding tree protection and preservation. Security may also be required at the discretion of the Public Works Director to ensure the completion of any additional work specified as a condition of permit approval or other approvals.
2. The security shall be in the amount of the estimated cost of the required work. The applicant shall include the cost estimate as part of the tree replacement plan. The terms and conditions of the security shall be reviewed and approved by the Public Works Director prior to approval of the tree replacement plan.
3. Security posted on actual work required shall be maintained for the time period determined by the Public Works Director.

G. Tree Program Fund.

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

**ATTACHMENT 1**

organizations for the implementation of programs consistent with the purposes of the Tree Program Fund.

**19.12.130 Replanting Security.**

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

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

**19.12.140 Grading Beneath Protected Tree Drip Lines.**

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

- A. Major roots two (2) inches or greater in diameter encountered within the protected tree's drip line in the course of excavation from beneath protected trees which are to be retained shall not be cut and shall be kept moist and covered with earth as soon as possible. Roots one-inch to two (2) inches in diameter which are severed shall be pruned and covered to keep moist or covered with earth as soon as possible.
- B. Support roots that are inside the drip line of the protected tree shall be protected. The permittee is required to hand-dig in the vicinity of protected trees to prevent root cutting and mangling which may be caused by heavy equipment.
- C. Cross-sections may be required where protected trees are located adjacent to roadways, new slopes or critical areas. In addition, a dimension from the face of a protected tree to some critical point or line may be required.

**ATTACHMENT 1**

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

**19.12.150 Development Control Measures.**

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

- A. No grade cuts greater than one foot shall occur within the drip lines of protected trees, and no grade cuts whatsoever shall occur within five feet of their trunks;
- B. No fill greater than one foot shall be placed within the drip lines of protected trees and no fill whatsoever shall be placed within five feet of their trunks;
- C. No trenching whatsoever shall be allowed within the drip lines of protected trees. If it is absolutely necessary to install underground utilities within the drip lines of a protected tree, the trench shall be either bored or drilled;
- D. No irrigation system shall be installed within the drip lines of Native oak tree(s) which may be detrimental to the preservation of the native oak tree(s) unless specifically authorized by the Public Works Director, or his or her designee;
- E. Landscaping beneath protected trees may include non-plant materials such as boulders, cobbles, wood chips, etc. Plants shall not be planted closer than six (6) feet from the trunk of a Native Oak. Only plant species that shall be planted within the dripline of Native Oak trees are those which listed as low and very low water use plants in the most current Water Use Classification of Landscape Species (WUCOLS) published by the University of California (<http://ucanr.edu/sites/WUCOLS>);
- F. Paving within the drip lines of protected trees should be stringently minimized. When it is absolutely necessary, porous material should be used.

**19.12.160 Tree Protection Plan.**

Any development or building permit project that encroaches upon the existing dripline of a protected tree shall require a Tree Protection Plan submitted with the project application. The tree protection plan shall be included on all demolition, grading, construction, and landscaping plans and project specifications. All protected trees and protective fencing or other protection features shall be shown on all project demolition, grading, construction, and landscape plans.

**19.12.170 Protected Tree Reports for Tentative Subdivision Maps.**

No application for a tentative subdivision map approval for a subdivision where a protected tree is located shall be considered complete unless it includes a report, in a form acceptable to the Public Works Director, which pertains to preservation of the tree(s) and evaluates the subdivider's proposals for the preservation, removal, replacement, or relocation of any protected

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tree(s) on the property. The report shall be prepared by a certified arborist and shall include all protected trees identified pursuant to this chapter. If the subdivider proposes any grading, land movement, or other activity within the drip line of a protected tree referred to in the report, or proposes to relocate or remove any protected tree, the report shall also evaluate any replacement measures proposed by the subdivider and their anticipated effectiveness in preserving the protected tree.

**19.12.180 Protected Tree Reports for Parcel Maps.**

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

**19.12.190 Stop Work Order.**

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

**19.12.200 Fees.**

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

**19.12.210 Exemption of City from Solar Shade Control Act.**

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

**19.12.220 Tree Stumps Prohibited.**

Any tree stump that is visible from the public right of way is hereby declared a public nuisance and maintenance of a tree stump is prohibited. Any tree stump shall be ground down to a depth



**ATTACHMENT 1**

of four (4) inches below grade or the entire tree stump shall be removed one year from the date of adoption of this ordinance and thereafter.

**19.12.230 Public Nuisances.**

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

**19.12.240 Violations.**

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

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

**19.12.250 Enforcement.**

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

**19.12.260 Appeals and Abatement Procedures.**

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

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

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

**ATTACHMENT 1**

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

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

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

**19.12.270 Interference with Authorized Personnel.**

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

**SECTION 3. Severability**

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

**SECTION 4. CEQA**

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

**SECTION 5. Effective Date and Publication**

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

**ATTACHMENT 1**

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 18<sup>th</sup> day of December by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

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

2819161.13



## MEMORANDUM



**DATE:** December 18, 2017

**TO:** Honorable Mayor and Council Members

**FROM:** Albert Stricker, Public Works Director and Zach Bosch, Associate Civil Engineer

**SUBJECT:** **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT 162-2017 IN THE AMOUNT OF \$126,850 WITH ALTA PLANNING & DESIGN FOR THE CORDOVA CREEK TO TRAIL PLANNING STUDY.**

### **RECOMMENDATION**

Adopt Resolution 140-2017.

### **RESULT OF RECOMMENDED ACTION**

Adoption of Resolution 140-2017 will authorize the City Manager to execute contract 162-2017 with Alta Planning & Design in the amount of \$126,850 to commence with a feasibility study related to a trail along Cordova Creek.

### **BACKGROUND**

The City has successfully secured a State Highway Account - Sustainability Communities grant to study the feasibility of a trail along Cordova creek and connections to local schools, transit and the American River Parkway. Staff issued a request for proposals to evaluate the feasibility of the Cordova Creek to Trail Project. This will be a planning level study only to perform public outreach, evaluate opportunities, and identify challenges associated with a trail along Cordova Creek. Staff received two proposals and ranked Alta Planning & Design as the highest scoring design firm.

### **FISCAL IMPACT**

The project will have no impact on the City's General Fund. Funding is through the \$127,600 Sustainable Communities Grant leveraged with \$17,400 in local funds.

### **ATTACHMENTS**

1. Resolution No. 140-2017
2. Exhibit 1 - Contract 162-2017

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. 140-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA  
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT 162-2017 WITH ALTA  
PLANNING & DESIGN IN THE AMOUNT OF \$126,850 FOR THE CORDOVA  
CREEK TO TRAIL PLANNING STUDY**

**WHEREAS**, the City of Rancho Cordova desires to enter into contract 162-2017 with Alta Planning & Design for consulting services in the amount of \$126,850; and

**WHEREAS**, the City successfully secured the State Highway Account, sustainability communities grant for fiscal year 2017-18 to be completed by February 2020.

**WHEREAS**, the Consultant will assess the planning study of the Cordova Creek to Trail Project; and

**WHEREAS**, funding is through the \$127,600 Sustainable Communities Grant leveraged with \$17,400 in local funds and does not impact the City's general fund; and

**WHEREAS**, the services will exceed the maximum amount the City Manager has authorization to approve.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** does authorize the City Manager to execute contract 162-2017 with Alta Planning & Design Consultant, attached as **Exhibit 1** in the amount of \$126,850 and in a form approved by the City Attorney.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 18th day of December, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

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

EXHIBIT 1  
CONTRACT NO. 162-2017

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF RANCHO CORDOVA AND  
ALTA PLANNING & DESIGN**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Alta Planning & Design, a ("Professional") as of \_\_\_\_\_ day of \_\_\_\_\_ for the Cordova Creek To Trail Active Transportation Connections Study.

**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 February 20, 2019, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed \$126,850.00, 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

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only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

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

**2.3 Final Payment.** N/A.

**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.



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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 FIFTEEN THOUSAND DOLLARS (\$15,000). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

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

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section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

**4.2 Commercial General and Automobile Liability Insurance.**

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

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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.

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**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' negligent 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

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by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

- § Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

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- § Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- § Terminate this Agreement.

**Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.**

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

**Section 6. STATUS OF PROFESSIONAL.**

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

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

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

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

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

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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



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

**Section 9. KEEPING AND STATUS OF RECORDS.**

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

**Section 10 MISCELLANEOUS PROVISIONS.**

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

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adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

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

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

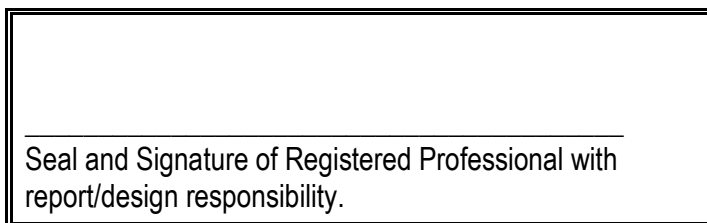
Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not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

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Zach Bosch ("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:

Alta Planning & Design  
 Jeff Knowles  
 100 Webster Street, Suite 300,  
 Oakland, CA 94607  
 Email Address (for Insurance Update Requests)  
[jeffknowles@altaplanning.com](mailto:jeffknowles@altaplanning.com)

Any written notice to City shall be sent to:  
 Zach Bosch  
 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.

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**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**

\_\_\_\_\_  
**Hugh Louch, Principal in Charge**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
**Adam Lindgren, City Attorney**

Date: \_\_\_\_\_

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**EXHIBIT A**  
**SCOPE OF SERVICES**

EXHIBIT 1  
CONTRACT NO. 162-2017

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

|                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| <b>Form W-9</b><br>(Rev. September 2007)<br>Department of the Treasury<br>Internal Revenue Service | <b>Request for Taxpayer<br/>Identification Number and Certification</b>                                                                                                                                                                                                                                                                                                                            | Give form to the requester. Do not send to the IRS. |
| Print or type<br>See Specific Instructions on page 2.                                              | Name (as shown on your income tax return)                                                                                                                                                                                                                                                                                                                                                          |                                                     |
|                                                                                                    | Business name, if different from above                                                                                                                                                                                                                                                                                                                                                             |                                                     |
|                                                                                                    | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ |                                                     |
|                                                                                                    | Address (number, street, and apt. or suite no.)                                                                                                                                                                                                                                                                                                                                                    | Requester's name and address (optional)             |
|                                                                                                    | City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                          |                                                     |
|                                                                                                    | List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                             |                                                     |

**Part I Taxpayer Identification Number (TIN)**

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

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

|                                |
|--------------------------------|
| Social security number         |
| or                             |
| Employer identification number |

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**General Instructions**

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

**Purpose of Form**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

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

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

### Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

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

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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



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

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

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

#### What Name and Number To Give the Requester

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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

#### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

#### Privacy Act Notice

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

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

YEAR

**Withholding Exemption Certificate**

CALIFORNIA FORM

**2010**

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

**590**

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

Withholding agent's name \_\_\_\_\_

Vendor/Payee's name \_\_\_\_\_

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

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

Apt. no./ Ste. no. \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

ZIP Code \_\_\_\_\_

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

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

☐ **Individuals — Certification of Residency:**

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

☐ **Corporations:**

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

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

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

☐ **Tax-Exempt Entities:**

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

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

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

☐ **California Trusts:**

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

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

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

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

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

**CERTIFICATE:** Please complete and sign below.

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

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

Vendor/Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_

For Privacy Notice, get form FTB 1131.

7061103

Form 590 c2 2009 (REV 03-10)

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

Domicile is defined as the one place:

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

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

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

## F What Is a Permanent Place of Business

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

## G Withholding Agent

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

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

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

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

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

## H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at [ftb.ca.gov](http://ftb.ca.gov).

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

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

Telephone: 888.792.4900

916.845.4900

Fax: 916.845.9512

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

### Internet and Telephone Assistance

Website: [ftb.ca.gov](http://ftb.ca.gov)

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

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

### Asistencia Por Internet y Teléfono

Sitio web: [ftb.ca.gov](http://ftb.ca.gov)

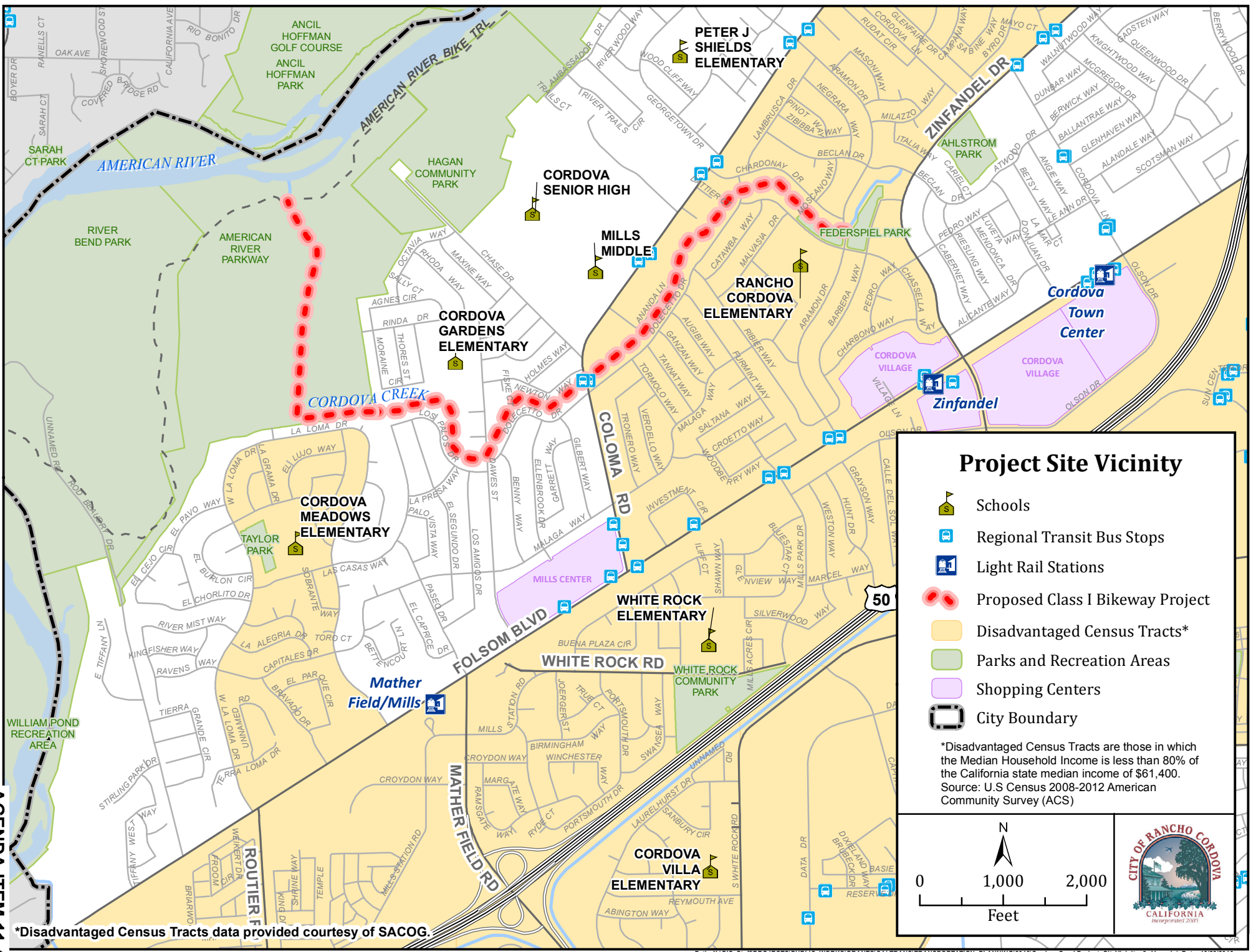
Teléfono: 800.852.5711 dentro de los Estados Unidos  
916.845.6500 fuera de los Estados Unidos

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

841.1001 1751412.3

841.1001 1751412.3





\*Disadvantaged Census Tracts data provided courtesy of SACOG.





## MEMORANDUM

**DATE:** December 18, 2017

**TO:** Honorable Mayor and Council Members

**FROM:** Michelle Mingay, Sr. Finance Analyst

**SUBJECT:** **ANNEXATION OF ANATOLIA IV SUBDIVISION PROJECT INTO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES)**



### **RECOMMENDATION**

Adopt Resolution No. 150-2017.

### **RESULT OF RECOMMENDED ACTIONS**

Adoption of Resolution No. 150-2017 approves Annexation Map No. 1 for the Anatolia IV Subdivision Project into Community Facilities District No. 2013-2 (Police Services) (hereinafter "CFD No. 2013-2"), and approves the recording of the annexation map and the Notice of Special Tax Lien.

### **BACKGROUND**

On December 17, 2012, the City adopted a resolution of intention to establish a Community Facilities District (CFD) and Future Annexation Area for Citywide police services. On January 22, 2013, the City adopted the resolution forming CFD No. 2013-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent. Defining the Future Annexation Area provided the resolution of intention, noticing, and public hearing for the entire Future Annexation Area so these steps do not need to be repeated for each annexation.

The annexation process for projects within the Future Annexation Area has been simplified to receiving a petition and waiver from the property owner(s), the City Council approving the Annexation Boundary Map by resolution, followed by the recording of the Annexation Map and Notice of Special Tax Lien by the City Clerk.

### **DISCUSSION**

The project included in this action was conditioned to annex into CFD No. 2013-2 to provide funding for police services. In December 2017, the property owner signed a unanimous approval of the annexation to CFD No. 2013-2. Adoption of the attached resolution approves Annexation Map No. 1 for the project and directs the Clerk to execute and record the Map and Notice of Special Tax Lien for the project.

### **ATTACHMENT**

1. Resolution 150-2017
2. Exhibit A – Boundary Map

### 3. Exhibit B – Amendment 1

## RESOLUTION NO. 150-2017

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE BOUNDARY MAP FOR THE ANATOLIA IV SUBDIVISION PROJECT ANNEXATION INTO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES)

**WHEREAS**, the Conditions of Approval for the Anatolia IV Subdivision Project requires the property owner/applicant to provide funding for police services; and

**WHEREAS**, on December 17, 2012, the City adopted Resolution No. 122-2012 declaring its intention to establish Community Facilities District No. 2013-2 (Police Services) (the "District") and Future Annexation Area. On January 22, 2013, the City adopted Resolution No. 10-2013 forming CFD No. 2013-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"); and

**WHEREAS**, the action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent such that the annexation process for projects within the Future Annexation Area has been reduced to receiving a petition, consent and waiver from the property owner(s); and

**WHEREAS**, in December of 2017, the property owner executed a unanimous approval form which irrevocably consents to and votes in favor of the annexation of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District; and

**WHEREAS**, in the case of annexation proceedings, pursuant to Streets and Highways Code Section 3110.5 a separate map of the area proposed to be annexed is required to be prepared and adopted; and

**WHEREAS**, City staff has caused to be prepared Annexation Map No. 1 for the property known as the Anatolia IV Subdivision project, **EXHIBIT A** attached hereto, for the annexation of the property into CFD No. 2013-2 (Police Services).

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

1. The Council so finds and determines the above recitals are true and correct.
2. Council approves Annexation Map No. 1 and finds and determines that the territory shown in the Annexation Map is hereby added to and made a part of the District with full legal effect.
3. The City Clerk is directed to execute and record Annexation Map No. 1 in the office of the County Recorder of Sacramento County not later than 15 days after the adoption of this resolution.
4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence as outlined in the rate and method of apportionment of said tax and shall be as set forth in the Resolution of Formation of the District.

5. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in **EXHIBIT B** attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 1.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

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

PROPOSED BOUNDARY OF  
ANNEXATION 1  
(ANATOLIA IV SUBDIVISION)  
CITY OF RANCHO CORDOVA  
COMMUNITY FACILITIES DISTRICT NO. 2013-2  
(POLICE SERVICES)  
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 1 (ANATOLIA IV SUBDIVISION) TO COMMUNITY FACILITIES DISTRICT NO. 2013-2, (POLICE SERVICES), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2017. BY ITS RESOLUTION NO. \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2017. AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M. IN BOOK \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. \_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED  
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY

FILE: \_\_\_\_\_

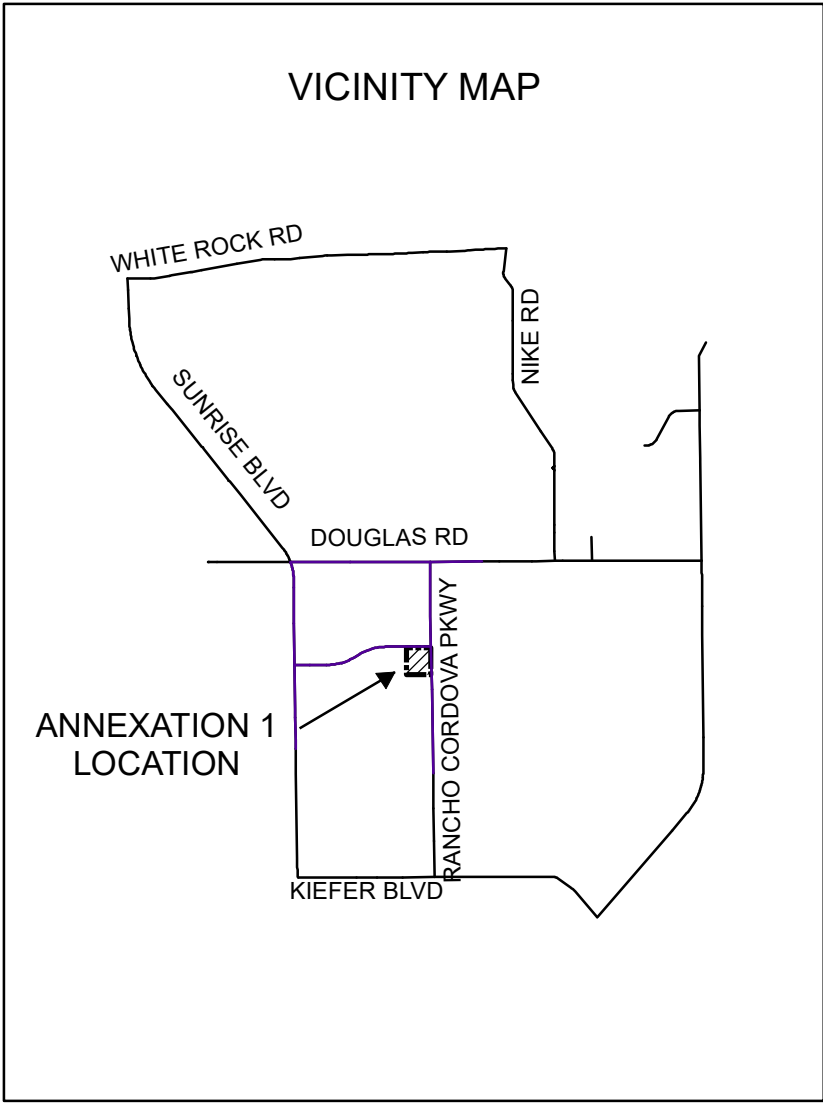


1 " = 125 '

Legend  
 Annexation Boundary



HARRIS & ASSOCIATES  
22 EXECUTIVE PARK SUITE 200  
IRVINE, CALIFORNIA 92614  
800-827-4901



PROPOSED BOUNDARY MAP

City of Rancho Cordova  
Community Facilities District No. 2013-2  
Annexation 1 (Police Services)  
County of Sacramento, California

Sheet 1 of 1

**RECORDING REQUESTED BY AND  
AFTER RECORDATION RETURN TO:**

City Clerk  
 City of Rancho Cordova  
 2729 Prospect Park Drive  
 Rancho Cordova, CA 95363

**AMENDMENT NO. 1 TO  
 NOTICE OF SPECIAL TAX LIEN**

**CITY OF RANCHO CORDOVA  
 Community Facilities District No. 2013-2  
 (Police Services)**

**Annexation No. 1**

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Rancho Cordova (the "City"), County of Sacramento, State of California, hereby gives notice that a lien to secure payment of a special tax, which the City is authorized to levy, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying for certain municipal services set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Sacramento, State of California on March 12, 2013 as Document No. 20130312 page 0318 to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amendment No. 1 to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of the CFD. The territory and future annexation area included in the original CFD is set forth in the map of the CFD heretofore recorded in the Sacramento County Recorder's Office at Book 114 of Maps of Assessment and Community Facilities Districts at Page 18 as Document No. 20130102PG1208, (the "Original Boundary Map") to which map reference is hereby made. The territory to be added from the future annexation area is that certain real property identified in the map of the Annexed Territory recorded in the Sacramento County Recorder's Office at Book \_\_\_\_, at Page \_\_\_\_ as Document No. \_\_\_\_, which map together with the Original Boundary Map are now the final boundary maps of the CFD including the Annexed Territory.

This annexed property is placed in Tax Zone 1 for purposes of computation of the Special Tax.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 1 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto, and by such reference hereby made a part hereof. The levy is hereby imposed on the property described herein.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Officer of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (telephone number: 916-851-8738).

Dated: As of \_\_\_\_\_, 2017

By: \_\_\_\_\_  
 Stacy Leitner, City Clerk  
 City of Rancho Cordova

## EXHIBIT B

## EXHIBIT A

**CITY OF RANCHO CORDOVA  
Community Facilities District No. 2013-2  
(Police Services)**

**Annexation No. 1**

**ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND**

| <u>Assessor's<br/>Parcel No(s).</u> | <u>Name(s) of Property Owners</u> |
|-------------------------------------|-----------------------------------|
| 067-0030-063                        | Sunridge Anatolia LLC             |



## MEMORANDUM

**DATE:** December 18, 2017

**TO:** Honorable Mayor and Council Members

**FROM:** Albert Stricker, Public Works Director and Steve Harriman, Maintenance and Operations Division Manager

**SUBJECT:** Resolution Authorizing the City Manager to Execute Contract Amendment No. 61-2015-1 in the Amount of \$125,000 with Siemens Industry, Inc. to Increase the Contract Amount from \$345,400 to \$470,400 for On-Call Street Light and Electrical Maintenance and Repair Services.



### **RECOMMENDATION**

Adopt Resolution No. 147-2017.

### **RESULT OF RECOMMENDED ACTION**

Adoption of this Resolution will authorize the City Manager to execute Contract Amendment No. 61-2015-1 in the amount of \$125,000 with Siemens Industry, Inc. to increase the contract amount from a not-to-exceed amount of \$345,400 to \$470,400 for On-Call Street Light and Electrical Maintenance and Repair Services.

### **BACKGROUND**

In 2015, the City solicited bids for on-call street light and electrical maintenance and repair services. The City received bids from five companies, and Siemens Industry, Inc. was the successful bidder. A contract was executed in the amount of \$345,400 with a term through June 30, 2018 for on-call services including street light and electrical equipment maintenance, USA marking, and emergency repairs due to vehicle collisions and wire theft.

The original contract amount was based upon projected total hours of maintenance and repair services and the hourly rates included in the Siemens bid. The number of emergency repairs has exceeded projections, and the additional funding will allow the Contractor to continue providing services through the end of the contract term.

### **FISCAL IMPACT**

This contract is currently funded through Measure A, the Rancho Cordova Lighting District, and the Road Maintenance Assessment District, and has no impact to the General Fund.

### **ATTACHMENT**

1. Resolution No. 147-2017
2. Exhibit 1 – Contract No. 61-2015-1

## ATTACHMENT 1

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. 147-2017

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA  
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT  
NO. 61-2015-1 IN THE AMOUNT OF \$125,000 WITH SIEMENS INDUSTRY, INC.  
TO INCREASE THE CONTRACT AMOUNT FROM \$345,400 TO \$470,400 FOR  
ON-CALL STREET LIGHT AND ELECTRICAL MAINTENANCE AND REPAIR SERVICES**

**WHEREAS**, the Parties entered into General Services Agreement ("GSA") 61-2015-1 dated July 1, 2015, for the purpose of providing On-Call Street Light and Electrical Maintenance and Repair Services; and

**WHEREAS**, adoption of this resolution will authorize the City Manager to execute contract amendment 61-2017-1 for professional services to increase the contract amount from \$345,400 to \$470,400; and

**WHEREAS**, the cost of providing these services has exceeded earlier projections, and this amendment will allow the Contractor to continue providing services through the end of the contract term; and

**WHEREAS**, the contract is funded through Measure A, Rancho Cordova Lighting District, and Road Maintenance Assessment District funds. This contract does not impact 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 Amendment 61-2015-1, with Siemens Industry, Inc. to increase the contract amount from \$345,400 to \$470,400, attached as **Exhibit 1**.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 18<sup>th</sup> day of December, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

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

EXHIBIT 1  
CONTRACT NO. 61-2015-1

**FIRST AMENDMENT TO THE GENERAL SERVICES AGREEMENT  
BETWEEN THE CITY OF RANCHO CORDOVA AND SIEMENS INDUSTRY, INC.**

This First Amendment to the General Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and Siemens Industry, Inc. ("Contractor") as of December 18, 2017. City and Contractor are hereinafter collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, the Parties entered into a General Services Agreement ("GSA") dated July 1, 2015 for the purpose of On-Call Street Light and Electrical Maintenance and Repair Services; and

**WHEREAS**, the cost of providing on-call electrical maintenance and repair services has exceeded earlier projections; and

**WHEREAS**, this Amendment will increase the contract total from \$345,400 to \$470,400; and

**WHEREAS**, the Parties agree that changes to the compensation amount provided for in the GSA is necessary in order for the City to continue receiving services by Contractor.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**AGREEMENT**

1. Section 4 of the GSA, "Compensation of Contractor," provides for the City to pay Contractor a not-to-exceed amount of \$345,400. The Parties agree to amend Section 4 of the GSA in order to increase the compensation amount to pay Contractor for additional services. The first sentence of Section 4 of the GSA is amended to read as follows:

"The City agrees to pay Contractor an amount not to exceed \$470,400 for performance pursuant to this Agreement."

2. All other terms and conditions in the GSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.

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

**CITY OF RANCHO CORDOVA**

**CONTRACTOR**

\_\_\_\_\_  
**Cyrus Abhar**, City Manager

\_\_\_\_\_  
**Michael J. Hutchens**, Operations Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Date: \_\_\_\_\_

Approved as to Form:

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

Date: \_\_\_\_\_

## MEMORANDUM

**DATE:** December 18, 2017

**TO:** Honorable Mayor and Council Members

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



**SUBJECT: APPROVAL OF THE ANNEXATION BOUNDARY MAP FOR THE KILGORE ROAD SOCCER COMPLEX PROJECT AND ANNEXATION INTO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE).**

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### **RECOMMENDATION**

Adopt Resolution No. 146-2017.

### **RESULT OF RECOMMENDED ACTION**

Adoption of Resolution No. 146-2017 approves Annexation Boundary Map. No. 21 for the Kilgore Road Soccer Complex project and annexation to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance, hereinafter "CFD No. 2008-1"). There is no financial impact to existing residents.

### **BACKGROUND**

On October 6, 2008, the City adopted a resolution of intention to establish a Community Facilities District (CFD) and Future Annexation Area for Citywide street lighting and road maintenance services. On November 17, 2008, the City adopted the resolution forming CFD No. 2008-1 pursuant to the Mello-Roos Community Facilities Act of 1982 per State of California Government Code Section 5311 et seq. (the "Act"). The resolution of intention provided that parcels in the Future Annexation Area for the District shall be annexed into the District without the need for additional noticing and public hearings as long as the owners of the annexed parcels unanimously approved the annexation. Thus, the annexation process for projects within the Future Annexation Area consists of receiving a petition and waiver from the property owner(s), the City Council approving the Annexation Boundary Map by resolution, followed by the recording of the Boundary Map and Notice of Special Tax Lien by the City Clerk.

### **DISCUSSION**

The Kilgore Road Soccer Complex project was conditioned to provide funding for maintenance services including the maintenance, repair, replacement and lighting of public streets and roads and appurtenant facilities in the public right of way. On November 27, 2017 the property owner signed a Petition with Waivers of the annexation to CFD No. 2008-1. Adoption of the attached resolution approves Annexation Boundary Map No. 21 for the project and directs the Clerk to execute and record the map and Notice of Special Tax Lien for the project.

**FISCAL IMPACT**

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

**ATTACHMENTS**

1. Resolution No. 146-2017
2. Exhibit A
3. Exhibit B

## RESOLUTION NO. 146-2017

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE ANNEXATION BOUNDARY MAP FOR THE KILGORE ROAD SOCCER COMPLEX PROJECT AND ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

**WHEREAS**, on October 6, 2008, the City adopted Resolution No. 108-2008 declaring its intention to establish Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "District") and Future Annexation Area for maintenance of street lighting and road maintenance services. On November 17, 2008, the City adopted Resolution No. 129-2008 forming CFD No. 2008-1 pursuant to the Mello-Roos Community Facilities Act of 1982 per State of California Government Code Section 5311 et seq. (the "Act"); and

**WHEREAS**, the resolution of intention to form the District provided for a more efficient process for the annexation of property into the District when the property owners have provided for their unanimous consent of said annexation process by submitting a petition, consent and waiver from the property owner(s); and

**WHEREAS**, on November 27, 2017 the property owner signed a Petition with Waivers form which irrevocably consents to and votes in favor of the annexation of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District; and

**WHEREAS**, in the case of annexation proceedings, pursuant to Streets and Highways Code Section 3110.5 a separate map of the area proposed to be annexed is required to be prepared and adopted; and

**WHEREAS**, City staff has caused to be prepared Annexation Boundary Map No. 21 for the property known as Kilgore Road Soccer Complex Project, **EXHIBIT A** attached hereto, for the annexation of the property CFD No. 2008-1 (Street Lighting and Road Maintenance).

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

1. The above recitals are true and correct, and the Council so finds and determines.
2. Council approves Annexation Boundary Map No. 21 and finds and determines that the territory shown in the Boundary Map is hereby added to and made a part of the District with full legal effect;
3. The City Clerk is directed to execute and record Annexation Boundary Map No. 21 in the office of the County Recorder of Sacramento County not later than 15 days after the adoption of this resolution;
4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal Year 2018-19, and the rate and method of apportionment of said tax shall be as set forth in the Resolution of Formation of the District.

5. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in **EXHIBIT B**, attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 21.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 18<sup>th</sup> day of December, 2017, by the following vote of the City Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Linda Budge, Mayor

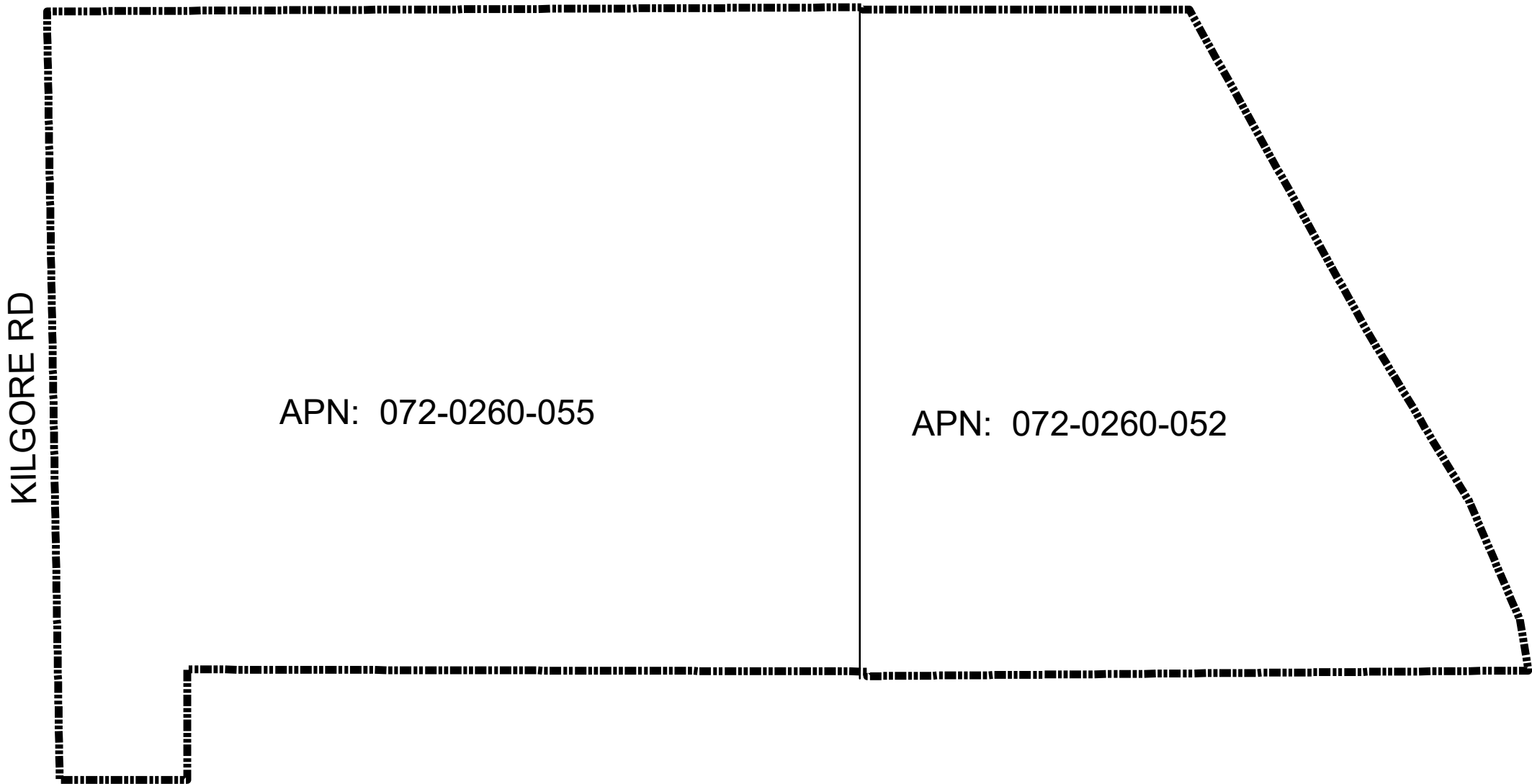
**ATTEST:**

---

Stacy Leitner, City Clerk



ANNEXATION MAP NO. 21  
KILGORE ROAD SOCCER COMPLEX  
COMMUNITY FACILITIES DISTRICT NO. 2008-1  
(STREET LIGHTING AND ROAD MAINTENANCE)  
CITY OF RANCHO CORDOVA  
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2017.

\_\_\_\_\_  
CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 21 TO COMMUNITY FACILITIES DISTRICT NO. 2008-1, (STREET LIGHTING AND ROAD MAINTENANCE), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2017. BY ITS RESOLUTION NO. \_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK OF THE CITY OF RANCHO CORDOVA

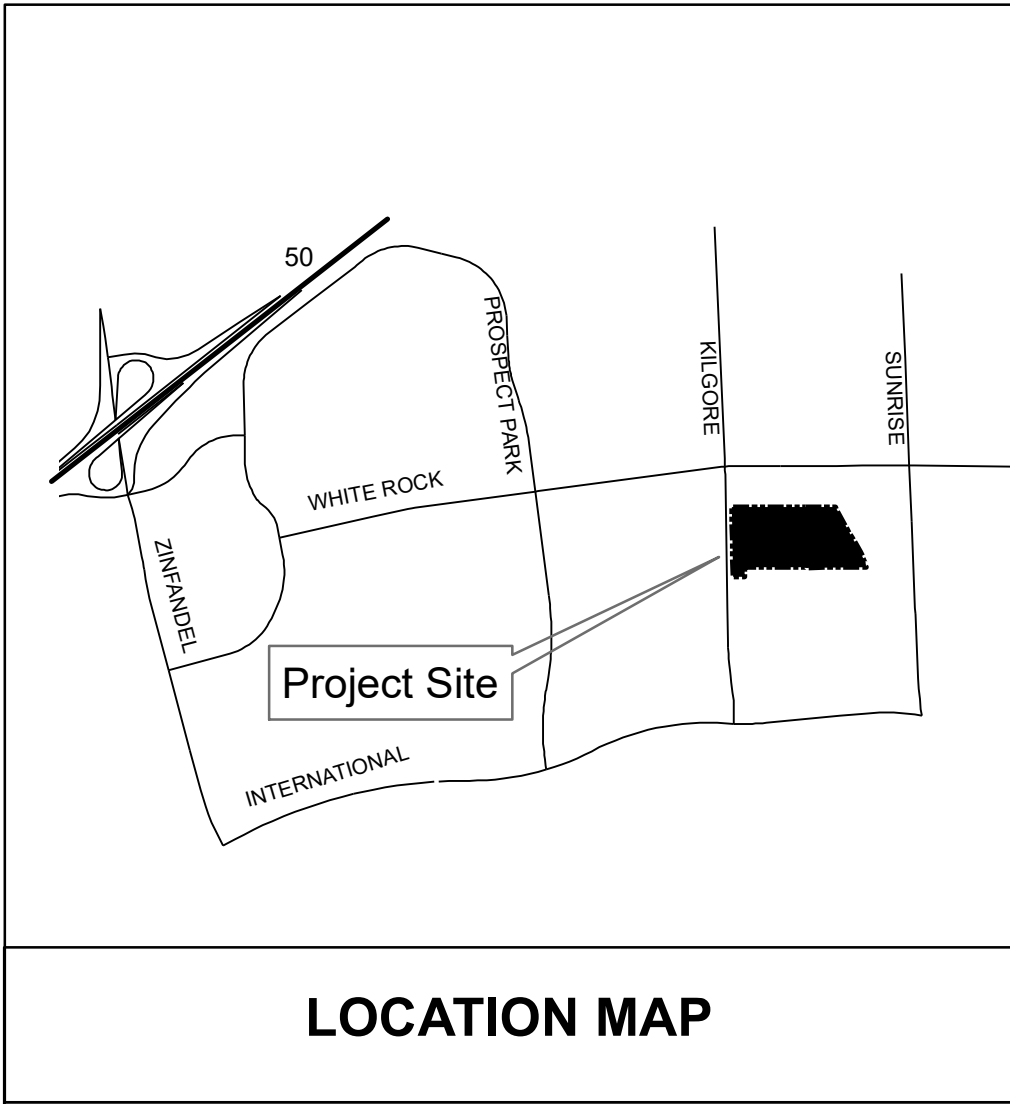
COUNTY RECORDER'S FILING STATEMENT

FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2017. AT THE HOUR OF \_\_\_\_ O'CLOCK \_\_\_\_ M. IN BOOK \_\_\_\_ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. \_\_\_\_ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED  
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY

FILE: \_\_\_\_\_



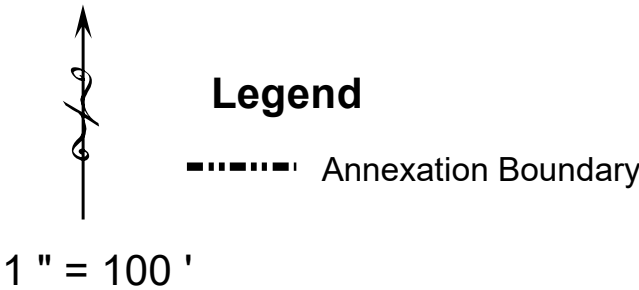
LOCATION MAP

REFERENCE IS MADE TO THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED BOUNDARIES OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

REFERENCE IS MADE TO THE FUTURE ANNEXATION AREA MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED FUTURE ANNEXATION AREA OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."



HARRIS & ASSOCIATES  
22 EXECUTIVE PARK SUITE 200  
IRVINE, CALIFORNIA 92614  
800-827-4901

ANNEXATION MAP

City of Rancho Cordova  
Community Facilities District No. 2008-1  
ANNEXATION 21 (Kilgore Road Soccer Field)  
County of Sacramento, California

Sheet 1 of 1

## ATTACHMENT 3

## EXHIBIT B

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, California 95670  
Attention: City Clerk

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### AMENDED NOTICE OF SPECIAL TAX LIEN

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53311 of the Government Code, the undersigned clerk of the legislative body of the City of Rancho Cordova (the "City"), State of California, hereby gives notice that a lien to secure payment of special taxes is hereby imposed by the City Council of the City. The special taxes secured by this lien are authorized to be levied for the purpose of providing operation and maintenance of law enforcement, fire and paramedic services described in **Exhibit A** attached hereto and hereby made a part hereof.

The special taxes are authorized to be levied within Annexation Map No. 21 (the "Annexed Area") of the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "CFD"), which has now been officially annexed to the District, and the lien of the special taxes are a continuing lien which shall secure each annual levy of the special taxes and which shall continue in force and effect until the special taxes cease to be levied and a notice of cessation of special taxes is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of authorized special tax is as set forth in **Exhibit B** attached hereto and hereby made a part hereof. The obligation to pay the special tax may not be prepaid and permanently satisfied and the lien of the special taxes canceled.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levies shall become a lien upon all nonexempt real property within the District in accordance with Section 3115.5 of the Streets and Highways Code.

The name of the owner and the assessor's tax parcel number(s) of the real property included within the District and not exempt from the special tax are as set forth in **Exhibit C** attached hereto.

**ATTACHMENT 3****EXHIBIT B**

Reference is hereby made to the boundary map of the CFD recorded at Book 110 of Maps of Assessment and Community Facilities District at Page 10 as Document No. 20081014-0822, in the office of the County Clerk & Recorder of the County of Sacramento, California, which contains a list of the then existing owners and assessor tax parcel numbers of the original boundaries of the District.

Reference is made to the boundary map of the Annexed Territory recorded at Book 121, Page 0010, Document No. 201608040585 in the Office of the County Recorder for the County of Sacramento, State of California, which map together with the Original Boundary Map and the boundary maps of record for all prior annexations, are now the final boundary maps of the Community Facilities District including the Annexed Territory.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Department of Public Works of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670, (916) 851-8710.

Dated: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK OF THE CITY OF  
RANCHO CORDOVA

## **EXHIBIT A**

### **CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)**

#### **DESCRIPTION OF DISTRICT SERVICES**

Description of services:

##### **Maintenance and lighting of public streets and roads**

- Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the street improvements, the street-lighting network, dedicated easements, and appurtenant facilities, and administration and overhead of all aspects of the District.

##### **Reserve Fund**

- The Special Taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the District to fund future repairs to street lighting and roadway improvements and other services as determined by the District.

## EXHIBIT B

### CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT No. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE)

#### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2008-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2008-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2008-1 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or "Acre" means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Additional Load and Decorative Lighting Parcel" means any Parcel that is determined by the City to be both an Additional Load Parcel and a Decorative Lighting Parcel.

"Additional Load Parcel" means any Parcel of Commercial Property or Industrial Property that is determined by the City to create excessive wear and tear on the roadways and/or a high volume of vehicular traffic.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports, and any other costs required to administer the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 2008-1 as set forth in the documents adopted by the City Council when the CFD was formed.

"CFD" or "CFD No. 2008-1" means the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

"City" means the City of Rancho Cordova.

"City Council" means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2008-1.

"Commercial Property" means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a commercial establishment which includes, but is not limited to, retail stores, clothing stores, book stores, video rental stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronic stores, home supply stores, auto parts stores, and other businesses providing auto-related products and services. The City shall make the determination if a Parcel is Commercial Property.

"County" means the County of Sacramento.

"Decorative Lighting Parcel" means any Parcel of Developed Property that is determined by the City to have or benefit from decorative lighting features.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 30 of the preceding Fiscal Year.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Hotel Property" means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers.

"Industrial Property" means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination if a Parcel is Industrial Property.

"Maximum Special Tax" means the greatest amount of Special Tax that can be levied on an Assessor's Parcel in any Fiscal Year determined in accordance with Section C below.

**"Multi-Family Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor's Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

**"Non-Residential Property"** means, collectively, Commercial Property, Hotel Property, Industrial Property, and Office Property.

**"Office Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for a building in which professional, banking, insurance, real estate, administrative or in-office medical or dental activities are conducted. The City shall make the determination if a Parcel is Office Property.

**"Ordinary Use Parcel"** means any Parcel of Taxable Property that is not an Additional Load Parcel, Decorative Lighting Parcel, Residential Alley Parcel, Additional Load and Decorative Lighting Parcel, or Residential Alley and Decorative Lighting Parcel.

**"Proportionately"** means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Parcels of Developed Property.

**"Public Property"** means any property within the boundaries of CFD No. 2008-1 that is owned by the federal government, State of California, County, City, or other public agency.

**"Residential Alley and Decorative Lighting Parcel"** means any Parcel that is determined by the City to be both a Residential Alley Parcel and a Decorative Lighting Parcel.

**"Residential Alley Parcel"** means any Parcel of Residential Property that is determined by the City to have residential alleys that are part of the public roadways.

**"Residential Property"** means, collectively, Single Family Attached Property, Single Family Detached Property, and Multi-Family Property.

**"Single Family Attached Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor's Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor's Parcel with another duplex unit), and are offered as for-sale Units (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit(s)), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

**"Single Family Detached Property"** means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

"Special Tax Requirement" means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

"Special Tax" means a special tax levied in any Fiscal Year on property within CFD No. 2008-1 to pay the Special Tax Requirement.

"Square Foot," "Square Footage," or "Square Feet" means the building square footage reflected on the original building permit issued for construction of a building.

"Taxable Property" means all Assessors' Parcels within the boundaries of CFD No. 2008-1 which are not exempt from the Special Tax pursuant to law or Section E below.

"Taxable Public Property" means, in any Fiscal Year, all Assessors' Parcels in CFD No. 2008-1 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

"Tax Zone" means one of the three mutually exclusive tax zones identified in Attachment I of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels or new tax zones added to the CFD as a result of future annexations.

"Tax Zone 1" means the geographic area that is identified by Assessor's Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 1 and any property annexed into Tax Zone 1 after formation of the CFD.

"Tax Zone 2" means the geographic area that is identified by Assessor's Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 2 and any property annexed into Tax Zone 2 after formation of the CFD.

"Tax Zone 3" means the geographic areas that are identified by Assessor's Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 3 and any property annexed into Tax Zone 3 after formation of the CFD.

"Unit" means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure. Unit shall also mean a single room or unit on a Parcel of Hotel Property.

## **B. DATA COLLECTION FOR ANNUAL TAX LEVY**

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel number for all Parcels of Taxable Property within CFD No. 2008-1 and shall determine within which Tax Zone each Assessor's Parcel is located. Upon each annexation of property into CFD No. 2008-1, the Administrator shall update Attachment 1 to include the new Assessor's Parcel number(s). In addition, for all Parcels of Developed Property, if applicable to the Tax Zone in which the



Parcels are located, the Administrator shall determine if each Parcel is an Ordinary Use Parcel, an Additional Load Parcel, a Residential Alley Parcel, a Decorative Lighting Parcel, an Additional Load and Decorative Lighting Parcel, or a Residential Alley and Decorative Lighting Parcel.

Based on review of building permit records for property within the CFD, the Administrator shall determine which Parcels in the CFD are Developed Property for purposes of levying the Special Tax pursuant to Section D below. For Single Family Attached Property, Multi-Family Property, and Hotel Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Residential Property, the Administrator shall determine the Square Footage of each Unit. For Non-Residential Property, the Administrator shall determine the Acreage of, and Square Footage on, each Parcel.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City's sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the rezone.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2008-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

## **C. MAXIMUM SPECIAL TAX**

### **1. Tax Zone 1**

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2008-09 shall be \$0.0771 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

## 2. Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 for Fiscal Year 2008-09 shall be \$0.0211 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

## 3. Tax Zone 3

The following Maximum Special Taxes apply to all Parcels of Developed Property within Tax

Zone 3 of CFD No. 2008-1:

### a. Ordinary Use Parcels

#### MAXIMUM SPECIAL TAXES ORDINARY USE PARCELS (FISCAL YEAR 2008-09)

| Land Use Class                  | Square Footage                                | Maximum Special Tax                                          |
|---------------------------------|-----------------------------------------------|--------------------------------------------------------------|
| Single Family Detached Property | Units greater than 1,200 Square Feet          | \$335.81 per Unit                                            |
| Single Family Detached Property | Units less than or equal to 1,200 Square Feet | \$295.51 per Unit                                            |
| Single Family Attached Property | Units greater than 1,200 Square Feet          | \$295.51 per Unit                                            |
| Single Family Attached Property | Units less than or equal to 1,200 Square Feet | \$235.06 per Unit                                            |
| Multi-Family Property           | N/A                                           | \$235.06 per Unit                                            |
| Commercial Property             | N/A                                           | The greater of \$973.30 per Acre or \$0.0944 per Square Foot |
| Hotel Property                  | N/A                                           | The greater of \$2,688.49 per Acre or \$56.98 per Unit       |
| Industrial Property             | N/A                                           | The greater of \$222.20 per Acre or \$0.0351 per Square Foot |
| Office Property                 | N/A                                           | The greater of \$851.74 per Acre or \$0.0827 per Square Foot |

*On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.*

b. *Residential Alley Parcels*

MAXIMUM SPECIAL TAXES  
RESIDENTIAL ALLEY PARCELS  
(FISCAL YEAR 2008-09)

| Land Use Class                  | Square Footage                                | Maximum Special Tax |
|---------------------------------|-----------------------------------------------|---------------------|
| Single Family Detached Property | Units greater than 1,200 Square Feet          | \$463.41 per Unit   |
| Single Family Detached Property | Units less than or equal to 1,200 Square Feet | \$407.80 per Unit   |
| Single Family Attached Property | Units greater than 1,200 Square Feet          | \$407.80 per Unit   |
| Single Family Attached Property | Units less than or equal to 1,200 Square Feet | \$324.39 per Unit   |
| Multi-Family Property           | N/A                                           | \$324.39 per Unit   |
| Commercial Property             | N/A                                           | N/A                 |
| Hotel Property                  | N/A                                           | N/A                 |
| Industrial Property             | N/A                                           | N/A                 |
| Office Property                 | N/A                                           | N/A                 |

*On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.*

c. *Decorative Lighting Parcels*

MAXIMUM SPECIAL TAXES  
DECORATIVE LIGHTING PARCELS  
(FISCAL YEAR 2008-09)

| Land Use Class                  | Square Footage                                | Maximum Special Tax                                            |
|---------------------------------|-----------------------------------------------|----------------------------------------------------------------|
| Single Family Detached Property | Units greater than 1,200 Square Feet          | \$360.99 per Unit                                              |
| Single Family Detached Property | Units less than or equal to 1,200 Square Feet | \$317.67 per Unit                                              |
| Single Family Attached Property | Units greater than 1,200 Square Feet          | \$317.67 per Unit                                              |
| Single Family Attached Property | Units less than or equal to 1,200 Square Feet | \$252.69 per Unit                                              |
| Multi-Family Property           | N/A                                           | \$252.69 per Unit                                              |
| Commercial Property             | N/A                                           | The greater of \$1,046.30 per Acre or \$0.1015 per Square Foot |
| Hotel Property                  | N/A                                           | The greater of \$2,890.13 per Acre or \$61.25 per Unit         |
| Industrial Property             | N/A                                           | The greater of \$238.87 per Acre or \$0.0377 per square Foot   |
| Office Property                 | N/A                                           | The greater of \$915.62 per Acre or \$0.0889 per Square Foot   |

*On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.*

d. *Additional Load Parcels*

MAXIMUM SPECIAL TAXES  
ADDITIONAL LOAD PARCELS  
(FISCAL YEAR 2008-09)

| Land Use Class                  | Square Footage                                | Maximum Special Tax                                            |
|---------------------------------|-----------------------------------------------|----------------------------------------------------------------|
| Single Family Detached Property | Units greater than 1,200 Square Feet          | N/A                                                            |
| Single Family Detached Property | Units less than or equal to 1,200 Square Feet | N/A                                                            |
| Single Family Attached Property | Units greater than 1,200 Square Feet          | N/A                                                            |
| Single Family Attached Property | Units less than or equal to 1,200 Square Feet | N/A                                                            |
| Multi-Family Property           | N/A                                           | N/A                                                            |
| Commercial Property             | N/A                                           | The greater of \$1,216.63 per Acre or \$0.1180 per Square Foot |
| Hotel Property                  | N/A                                           | N/A                                                            |
| Industrial Property             | N/A                                           | The greater of \$277.75 per Acre or \$0.0439 per Square Foot   |
| Office Property                 | N/A                                           | N/A                                                            |

*On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.*

e. *Additional Load and Decorative Lighting Parcels*

MAXIMUM SPECIAL TAXES  
ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCELS  
(FISCAL YEAR 2008-09)

| Land Use Class                  | Square Footage                                | Maximum Special Tax                                            |
|---------------------------------|-----------------------------------------------|----------------------------------------------------------------|
| Single Family Detached Property | Units greater than 1,200 Square Feet          | N/A                                                            |
| Single Family Detached Property | Units less than or equal to 1,200 Square Feet | N/A                                                            |
| Single Family Attached Property | Units greater than 1,200 Square Feet          | N/A                                                            |
| Single Family Attached Property | Units less than or equal to 1,200 Square Feet | N/A                                                            |
| Multi-Family Property           | N/A                                           | N/A                                                            |
| Commercial Property             | N/A                                           | The greater of \$1,289.63 per Acre or \$0.1251 per Square Foot |
| Hotel Property                  | N/A                                           | N/A                                                            |
| Industrial Property             | N/A                                           | The greater of \$294.42 per Acre or \$0.0465 per Square Foot   |
| Office Property                 | N/A                                           | N/A                                                            |

*On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.*

*f. Residential Alley and Decorative Lighting Parcels*

MAXIMUM SPECIAL TAXES  
RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCELS  
(FISCAL YEAR 2008-09)

| Land Use Class                  | Square Footage                                | Maximum Special Tax |
|---------------------------------|-----------------------------------------------|---------------------|
| Single Family Detached Property | Units greater than 1,200 Square Feet          | \$488.60 per Unit   |
| Single Family Detached Property | Units less than or equal to 1,200 Square Feet | \$429.97 per Unit   |
| Single Family Attached Property | Units greater than 1,200 Square Feet          | \$429.97 per Unit   |
| Single Family Attached Property | Units less than or equal to 1,200 Square Feet | \$342.02 per Unit   |
| Multi-Family Property           | N/A                                           | \$342.02 per Unit   |
| Commercial Property             | N/A                                           | N/A                 |
| Hotel Property                  | N/A                                           | N/A                 |
| Industrial Property             | N/A                                           | N/A                 |
| Office Property                 | N/A                                           | N/A                 |

*On each January 1, commencing January 1, 2009, the Maximum Special Taxes shown above shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.*

**D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX**

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

*First:* The Special Tax shall be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax, determined for each category of Developed Property within each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

*Second:* If additional revenue is needed after the first step has been completed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that would have

applied to the Parcel had the Parcel not become Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 2008-1 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2008-1 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

#### **E. LIMITATIONS**

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable Public Property, and (ii) any Parcel in CFD No. 2008-1 that is not Developed Property.

#### **F. INTERPRETATION OF SPECIAL TAX FORMULA**

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Taxes.



CITY OF RANCHO CORDOVA COMMUNITY FACILITIES  
DISTRICT 2008-1 (STREET LIGHTING AND ROAD  
MAINTENANCE)

IDENTIFICATION OF TAX ZONES

| Tax Zone | Assessor's Parcels Included in Tax Zone* | Fiscal Year In Which Property Was Added to CFD No. 2008-1 |
|----------|------------------------------------------|-----------------------------------------------------------|
| 1        | 077-0050-085                             | 2008-09                                                   |
| 2        | 067-0010-060                             | 2008-09                                                   |
| 3        | 067-0990-001                             | 2008-09                                                   |
|          | 067-1000-001                             | 2008-09                                                   |
|          | 072-0500-040                             | 2008-09                                                   |
|          | 072-0500-041                             | 2008-09                                                   |

*\* The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs.*

EXHIBIT C

CITY OF RANCHO CORDOVA COMMUNITY  
FACILITIES DISTRICT NO. 2008-1 (STREET  
LIGHTING AND ROAD MAINTENANCE)

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND WITHIN COMMUNITY  
FACILITIES DISTRICT

Assessor's  
Parcel Nos.

Names of Property Owners

072-0260-052  
072-0260-055

San Juan Soccer Club

## MEMORANDUM

**DATE:** December 18, 2017

**TO:** Honorable Mayor and Council Members

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

**SUBJECT:** **RESOLUTION DECLARING CITY'S INTENTION TO IMPOSE AN ANNUAL STORMWATER UTILITY FEE FOR THE MAINTENANCE OF STORM DRAINAGE AND FLOOD PROTECTION SYSTEMS FOR THE KILGORE ROAD SOCCER COMPLEX PROJECT**



### **RECOMMENDATION**

Adopt Resolution No. 145-2017 designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Kilgore Road Soccer Complex project.

### **RESULT OF RECOMMENDED ACTION**

Action on this item will declare the Council's intention to impose the annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system for the Kilgore Road Soccer Complex project and sets a public hearing for January 16, 2018 on the matter. The proposed fees would not impact existing residents.

### **BACKGROUND**

The Council has previously approved the Kilgore Road Soccer Complex project with a condition of approval which requires that the property owner fund operation and maintenance of the storm drainage system. This condition will be satisfied by participation in the City's Stormwater Utility Fee for storm drainage and flood protection services which is the subject of this action.

Previously, projects were required to annex to the County's Stormwater Utility. Since the City has taken over drainage maintenance and operations services from the County, it was necessary to establish the Stormwater Utility District to fund drainage services to ensure compliance with new state and federal laws and regulations. The Stormwater Utility Fee was established on September 2, 2014 by Ordinance No. 7-2014.

### **DISCUSSION**

The property owner has submitted a petition and waiver for the City to institute the proceedings to impose the Stormwater Utility Fee. The Kilgore Road Soccer Complex parcels are being annexed into the Stormwater Utility Fee (see ATTACHMENT 1). The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection improvements.

A “Rate Analysis Report” was adopted on September 2, 2014 by Resolution No. 103-2014. The report calculated the Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel. The maximum annual fee increases each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics.

A sample of the Stormwater Utility Fees for Fiscal Year 2017-2018 are summarized in the following table:

**Table 1**

| <b>Land Use Description</b>       | <b>Total Area (acres)</b> | <b>Sample Fee</b> |
|-----------------------------------|---------------------------|-------------------|
| Single Family Residential (SFR1)  | 0.16                      | \$122.43          |
| Single Family Residential (SFR2)  | 0.22                      | \$134.67          |
| Single Family Residential (SFR3)  | 0.30                      | \$143.86          |
| Single Family Residential (SFR4)  | 0.40                      | \$153.03          |
| Single Family Residential (SFR5)  | 1.00                      | \$153.03          |
| Multi-Family Residential (MFR1)   | 5.00                      | \$1071.29         |
| Commercial                        | 1.00                      | \$1147.82         |
| Industrial                        | 1.00                      | \$1224.35         |
| Schools                           | 5.00                      | \$765.21          |
| Private Recreation                | 1.00                      | \$382.60          |
| Parks/Greenbelts                  | 2.00                      | \$153.03          |
| Public Property (with structures) | 2.00                      | \$459.12          |

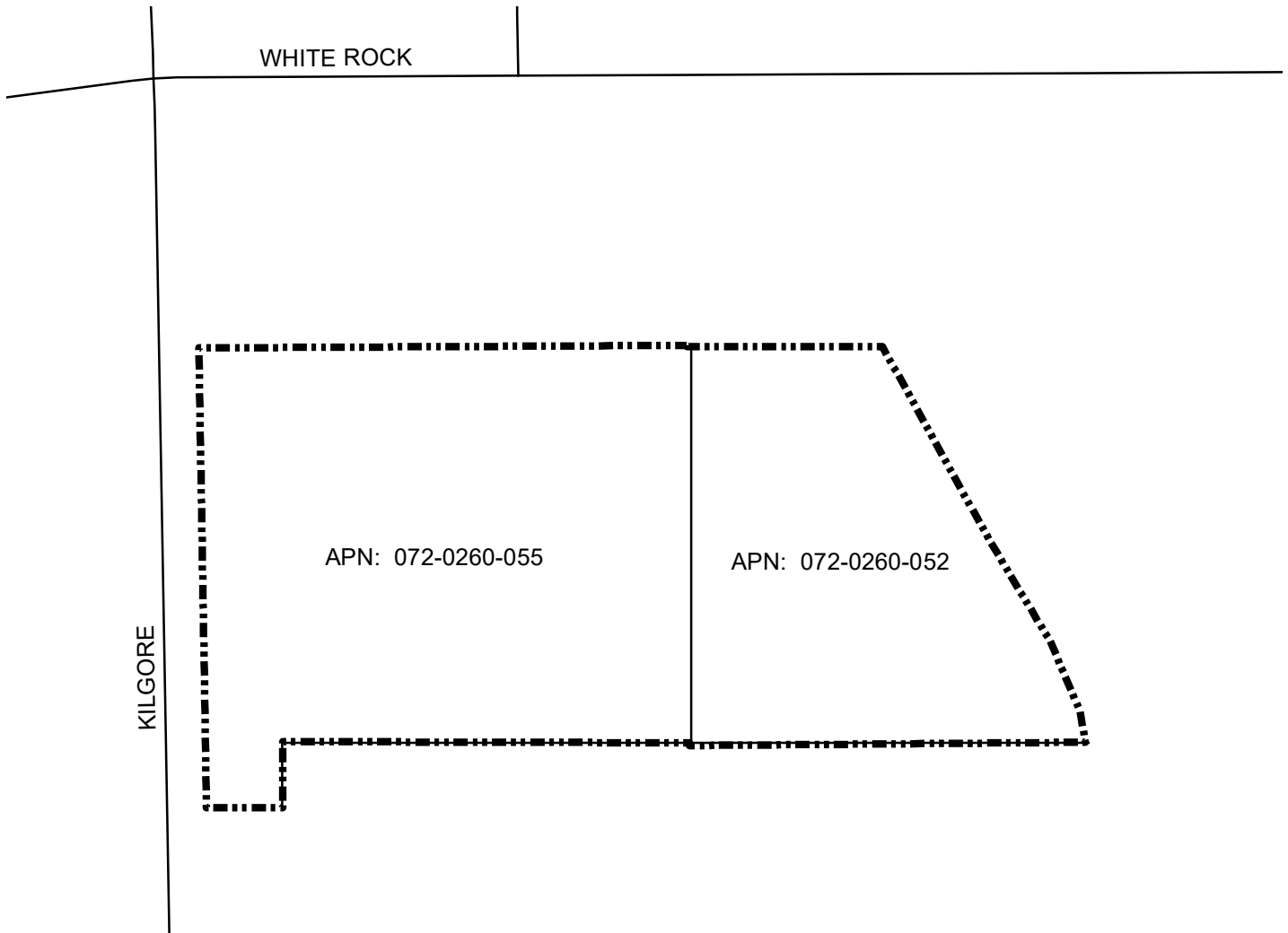
**ATTACHMENT 2** is a Resolution which sets 5:30 p.m., or as soon thereafter as possible, on January 16, 2018 as the time and date for a hearing on the matters set forth therein and directs the City Clerk to give notice of the public hearing. Notice of the Public Hearing will be published in the Grapevine Independent as required by law. Furthermore, a notice of the hearing will be mailed to each property owner within the proposed Stormwater Utility Fee area.

### **ATTACHMENTS**

1. Annexation Map
2. Resolution No. 145-2017
3. Exhibit A

## ATTACHMENT 1

CITY OF RANCHO CORDOVA  
STORMWATER UTILITY FEE AREA  
ANNEXATION 9  
(KILGORE ROAD SOCCER COMPLEX)

**Legend**

-  Annexation Boundary  
 Parcel Boundary

## ATTACHMENT 2

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. 145-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA  
DESIGNATING A TIME AND PLACE FOR HEARING PROTESTS IN CONNECTION WITH  
THE ANNUAL STORMWATER UTILITY FEE FOR KILGORE ROAD SOCCER COMPLEX  
PROJECT**

**WHEREAS**, the Stormwater Utility Fee was established on September 2, 2014 by Ordinance No. 7-2014 to fund services and facilities furnished by the City in connection with its storm drain system. The Proposed Stormwater Utility Fee may be billed through the County Utility Billing Service (CUBS) as part of the consolidated utility bill or may be collected on the County of Sacramento tax roll, commencing in Fiscal Year 2018-19, in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City in the manner prescribed by Sections 5471 et seq. of the California Health and Safety Code; and

**WHEREAS**, this Council has caused a written report entitled, "Rate Analysis Report", dated August 7, 2014, (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Proposed Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

**WHEREAS**, this Council has received petitions and waivers from the owners of 100% of the area of land proposed to be included in the Proposed Stormwater Utility Fee; and

**WHEREAS**, Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et seq.) (the "Implementation Act") imposes certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Article XIII D), such as the Proposed Stormwater Utility Fee, including the requirement to conduct a protest hearing and balloting for consideration of the Proposed Stormwater Utility Fee. In accordance with Article XIII D and the Implementation Act, the City Council hereby approves the "Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee" as set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Procedures").

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

1. The foregoing recitals are true and correct.
2. Notice is hereby given that the City Council designates Monday, January 16, 2018 at the hour of 5:30 p.m., in the Council Chambers, City Hall, 2729 Prospect Park Drive, Rancho Cordova, California, as the time and place for a public hearing on the above-described written report and protests or objections to the imposition of the proposed Stormwater Utility Fee.

**ATTACHMENT 2**

At the above-described public hearing, all interested persons shall be afforded the opportunity to hear and be heard, and the City Council shall consider all protests against the Proposed Stormwater Utility Fee. If written protests against the Stormwater Utility Fee are presented by a majority of owners of the Identified Parcels, the City shall not impose the Proposed Stormwater Utility Fee. In the absence of a majority protest, the City Council may submit the Proposed Stormwater Utility Fee to a vote of the property owners in accordance with Article XIII D of the California Constitution.

**3.** The City Clerk is hereby authorized and directed to give notice of the above-described public hearing in accordance with law and the Procedures.

**4.** Reference is hereby made to the Written Report described in Section 2 hereof, which is on file in the office of the City Clerk, for a full and detailed description of the Proposed Stormwater Utility Fee upon parcels of land within the City.

**5.** The City Council hereby designates Elizabeth Sparkman, Interim Community Development Director, telephone number, (916) 851-8714 to answer inquiries regarding the public hearing, protest proceedings and procedural or technical matters.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 18th day of December, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

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

**ATTACHMENT 3****EXHIBIT "A"**

**PROCEDURES FOR THE CONDUCT OF A  
PROTEST HEARING AND VOTE RELATING TO A PROPOSED  
STORMWATER UTILITY FEE**

*The following Procedures have been adopted by the City Council of the City of Rancho Cordova for the purpose of conducting a protest hearing required by Article XIII D of the California Constitution for consideration of the imposition of a proposed Stormwater Utility Fee (the "Proposed Stormwater Utility Fee ").*

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| C. Eligibility to File a Protest                                       | Page 2 |
| D. Submission of Written Protests                                      | Page 3 |
| E. Conduct of the Public Hearing; Determination of A Majority Protest  | Page 3 |
| F. Conduct Property Owner Vote; Determination of a Majority Protest    | Page 4 |

**A. Written Report**

The City shall cause to be prepared a written report ("Written Report"), which shall contain a list of all parcels to which the Proposed Stormwater Utility Fee will apply (the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each Identified Parcel for Fiscal Year 2017-2018.

The Written Report shall be placed on file in the office of the City Clerk prior to the mailing of the Notice of Public Hearing on the Proposed Stormwater Utility Fee and shall remain available for public inspection.

**B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee**

Notice of the public hearing on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the public hearing to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.



**ATTACHMENT 3**

"Record Owner" means the owner of an Identified Parcel whose name and address appears on the last Sacramento County equalized secured property tax assessment roll (the "Assessment Roll"), or in the case of any public entity, the State of California, or the United States, means the representative of that public entity at the address of that entity known to the City.

Notices shall be mailed to the Record Owners of the Identified Parcels, addressed to the names and addresses as they appear on the Assessment Roll, and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the City. In addition, notices shall be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the City Clerk, if different than shown on the Assessment Roll.

Each mailed notice shall contain all of the following:

- A reference to filing of the Written Report;
- A reference to the proposed ordinance imposing the Proposed Stormwater Utility Fee and providing for the collection of the Fee on the County tax roll;
- The amount of the Proposed Stormwater Utility Fee to be imposed upon the Identified Parcel covered by the notice;
- The basis upon which the amount of the Proposed Stormwater Utility Fee was calculated;
- The reason for the Proposed Stormwater Utility Fee;
- A statement that the Proposed Stormwater Utility Fee may be collected as part of a consolidated utility bill via CUBS or on the County of Sacramento tax roll each year, commencing with Fiscal Year 2018-2019;
- The effect of a majority protest; and
- The date, time and location of a public hearing on the Proposed Stormwater Utility Fee.

The City Clerk, or the designee of the City Clerk, may certify the proper mailing of notices by an affidavit, which shall constitute conclusive proof of mailing in the absence of fraud.

Failure of any person to receive notice shall not invalidate the proceedings.

Notice of the filing of the Written Report and the public hearing shall be published once a week for two successive weeks in the Grapevine Independent, with the first publication at least fourteen (14) days prior to the date of the public hearing, and with at least five (5) days intervening between the first and second publications. The published notice may be waived by unanimous consent of the property owners.

**C. Eligibility to File a Protest**

The Assessment Roll shall be presumptive evidence of ownership of an Identified Parcel for protest purposes.

**ATTACHMENT 3**

If the owner of any Identified Parcel is not shown on the Assessment Roll, such owner may file a protest for such parcel by filing with the City Clerk a proxy from the Record Owner in a form satisfactory to the City Attorney or evidence of ownership satisfactory to the City Attorney. Any such proxy or evidence must be received by the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a partnership, as community property, in joint tenancy, or as a tenancy in common, any partner, spouse, joint tenant, or tenant in common, as the case may be, may file a protest for such parcel.

An executor, administrator, or guardian may file a protest for an Identified Parcel on behalf of the estate it represents. If such representative is shown on the Assessment Roll as paying taxes and assessments levied against the parcel, that fact shall establish the right of such representative to file the protest. If such representative is not shown on the Assessment Roll, the representative must file with the City Clerk written documentation satisfactory to the City Attorney establishing the legal representation. Any such documentation must be filed with the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a corporation or unincorporated association, a protest may be filed by any person authorized in writing by the board of directors or trustees or other managing body thereof to take such actions. The corporation or unincorporated association must file with the City Clerk written authorization satisfactory to the City Attorney. Any such written authorization must be filed with the City Clerk prior to the conclusion of the public hearing.

**D. Submission of Written Protests**

Written protests may be mailed (via U.S. mail) to the City Clerk at City Hall or delivered in person to the City Clerk at City Hall or at the public hearing.

No protests delivered via e-mail will be counted for purposes of determining whether a majority protest exists, but the City Council may, in its discretion, consider such protests in making determinations regarding the Proposed Stormwater Utility Fee

Each written protest must identify the property covered by the protest and be signed.

No protest received after the close of the public hearing shall be counted in determining the existence of a majority protest. The last pick up by the City Clerk of protests mailed or delivered to City Hall will occur at 5:30 p.m. on the date scheduled for the public hearing. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the public hearing, such protests must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the public hearing. The City Clerk shall endorse on each written protest the date it is filed with the City. The City Clerk shall identify any protests which are received after the close of the public hearing.

Written protests may be withdrawn in writing at any time before the conclusion of the public hearing by the person who submitted the written protest.

For purposes of determining whether a majority protest exists, only one protest for each Identified Parcel will be counted.

**ATTACHMENT 3**

All written protests shall be considered public records.

**E. Conduct of the Public Hearing; Determination of a Majority Protest**

1. At the time, date and place fixed for the public hearing, the City Council shall:
  - (i) Conduct a public hearing pertaining to the Proposed Stormwater Utility Fee;
  - (ii) Hear all persons interested in the matter of the Proposed Stormwater Utility Fee; and
  - (iii) Receive all written communications regarding the Proposed Stormwater Utility Fee.
2. The public hearing may be continued from time to time, as the City Council determines is necessary to complete its consideration of the Proposed Stormwater Utility Fee.
3. If the City Council determines at the close of the public hearing that written protests have been presented, and not withdrawn, by a majority of owners of the Identified Parcels (i.e., there is a majority protest), the Proposed Stormwater Utility Fee shall not be approved.
4. If the City Council determines at the close of the public hearing that there is not a majority protest, the City Council may:
  - (i) Remedy and correct any clerical error in the Written Report or otherwise modify the Written Report; provided that any such modification or correction shall not result in a Proposed Stormwater Utility Fee for any Identified Parcel which is greater than the amount shown in the notice of the public hearing that was mailed to the Record Owner of the Identified Parcel;
  - (ii) Confirm the Written Report, as originally filed or as amended in accordance with subparagraph (i), above;
  - (iii) Adopt a resolution calling for a property owner vote regarding the Proposed Stormwater Utility Fee.

**F. Conduct Property Owner Vote; Determination of a Majority Consent**

Pursuant to Government Code Section 53755.5(c), the proceedings described in this section shall not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

An election on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the election to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

Each mailed ballot shall contain all of the following:

- On the face of the envelope in which the notice of election and ballot are mailed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED."

**ATTACHMENT 3**

- The ballot shall include the agency's address for return of the ballot, the date and location where the ballots will be tabulated, and a place where the person returning it may indicate his or her name, a reasonable identification of the parcel, and his or her support or opposition to the proposed fee. The ballots shall be tabulated in a location accessible to the public. The ballot shall be in a form that conceals its content once it is sealed by the person submitting it. The ballot shall remain sealed until the ballot tabulation commences.

No ballot received after the time of the ballot tabulation shall be counted in determining the existence of majority consent. The last pick up by the City Clerk of ballots mailed or delivered to City Hall will occur at 1:30 p.m. on the date scheduled for the election. To ensure that ballots which are mailed or delivered to City Hall are received by the City Clerk prior to the commencement of the ballot tabulation, such ballots must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the ballot tabulation. The City Clerk shall endorse on each ballot the date it is filed with the City. The City Clerk shall identify any ballots which are received after the commencement of the ballot tabulation.

An impartial person designated by the City who does not have a vested interest in the outcome of the proposed fee shall tabulate the ballots submitted in support of or opposition to the proposed fee. An impartial person includes, but is not limited to, the City Clerk. If the City uses City personnel for the ballot tabulation, or if the City contracts with a vendor for the ballot tabulation and the vendor or its affiliates participated in the research, design, engineering, public education, or promotion of the fee, the ballots shall be unsealed and tabulated in public view to permit all interested persons to meaningfully monitor the accuracy of the tabulation process.

The ballot tabulation may be continued to a different time or different location accessible to the public, provided that the time and location are announced at the location at which the tabulation commenced and posted by the City in a location accessible to the public. The impartial person may use technological methods to tabulate the ballots, including, but not limited to, punchcard or optically readable (bar-coded) ballots. During and after the tabulation, the ballots and, if applicable, the information used to determine the weight of each ballot, shall be treated as public records, subject to public disclosure and made available for inspection by any interested person. The ballots shall be preserved for a minimum of two years, after which they may be destroyed.

Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

At the time, date and place fixed for the ballot tabulation, the City Council shall direct the City Clerk to commence the ballot tabulation.

If there is no majority approval, the Stormwater Utility Fee shall not be imposed.

If majority approval exists, the City Council may impose the Stormwater Utility Fee pursuant to the Ordinance.

## MEMORANDUM

**DATE:** December 18, 2017  
**TO:** Honorable Mayor and Council Members  
**FROM:** June Cowles, Senior Planner



**SUBJECT: ARCO AM/PM SERVICE STATION CONDITIONAL USE PERMIT AMENDMENT AND LETTER OF PUBLIC CONVENIENCE AND NECESSITY (PCN); PROJECT NO. DD9735 – LOCATED AT 4000 SUNRISE BOULEVARD, WITHIN THE SUNRIDGE PLAZA.**

|                                                                                                     |                                                                                                                               |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>PROPERTY OWNER:</b><br>BP West Coast Products, LLC<br>4 Centerpointe Drive<br>La Palma, CA 90623 | <b>APPLICANT/DEVELOPER:</b><br>Barghausen Consulting Engineers, Inc.<br>18215 72 <sup>nd</sup> Avenue South<br>Kent, WA 98032 |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|

|                  |                                                                                                                                                                                                                                             |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT:</b>  | The applicant is applying for a Conditional Use Permit Amendment and Letter of Public Convenience and Necessity (PCN) to allow the sales of alcohol, specifically beer and wine (Department of Alcoholic Beverages Control Type 20 license) |
| <b>FILE:</b>     | DD9735                                                                                                                                                                                                                                      |
| <b>LOCATION:</b> | 4000 Sunrise Boulevard, within Sunridge Plaza.                                                                                                                                                                                              |
| <b>APN:</b>      | 067-1050-009-0000                                                                                                                                                                                                                           |
| <b>PLANNER:</b>  | June Cowles, Senior Planner                                                                                                                                                                                                                 |

### **RECOMMENDATION**

Adopt Resolution 151-2017.

### **RESULT OF RECOMMENDED ACTION**

Adoption of Resolution 151-2017 would permit the sale of alcohol, specifically beer and wine at the ARCO AM/PM service station at 4000 Sunrise Boulevard within the Sunridge Plaza Shopping Center and allow the applicant to submit for necessary the Alcoholic Beverage Control license.

### **BACKGROUND**

The ARCO AM/PM service station Conditional Use Permit and Design Review Permit were approved on February 16, 2016. **Figure 1;** Site Location and **Figure 2;** Approved Site Plan. The approved Conditional Use Permit did not include alcoholic off-sale (the sale of closed containers only).

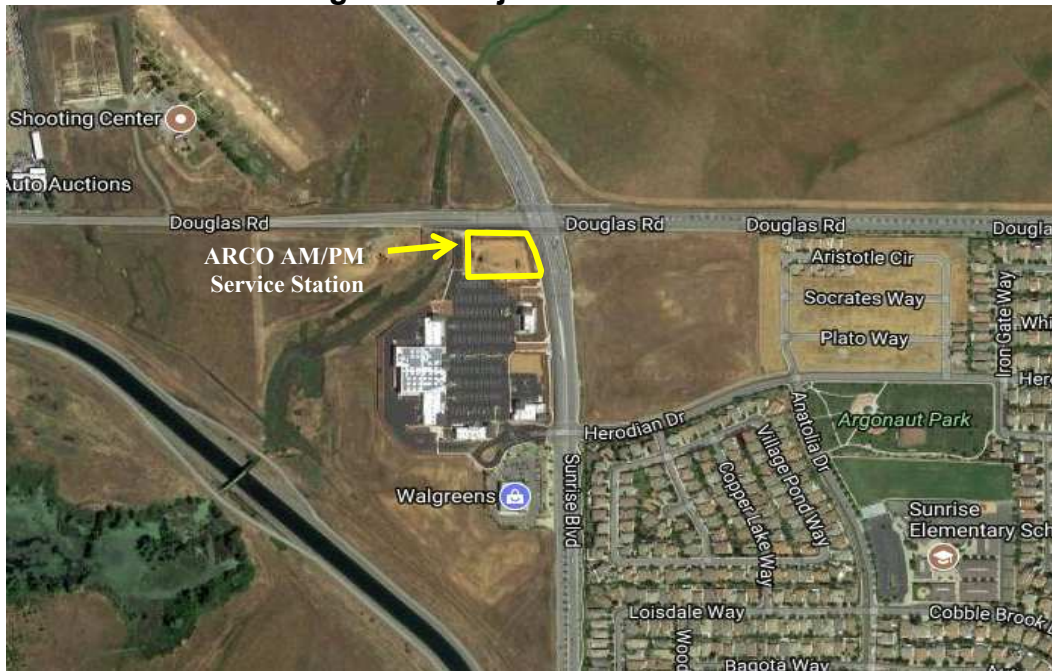
### **PROPOSED PROJECT DESCRIPTION**

The applicant is requesting to sell alcohol, specifically beer and wine at the ARCO AM/PM service station within Sunridge Plaza. The applicant has applied for an Alcoholic Beverages and Control Type 20 off-sale beer and wine alcohol sales license with the Department of

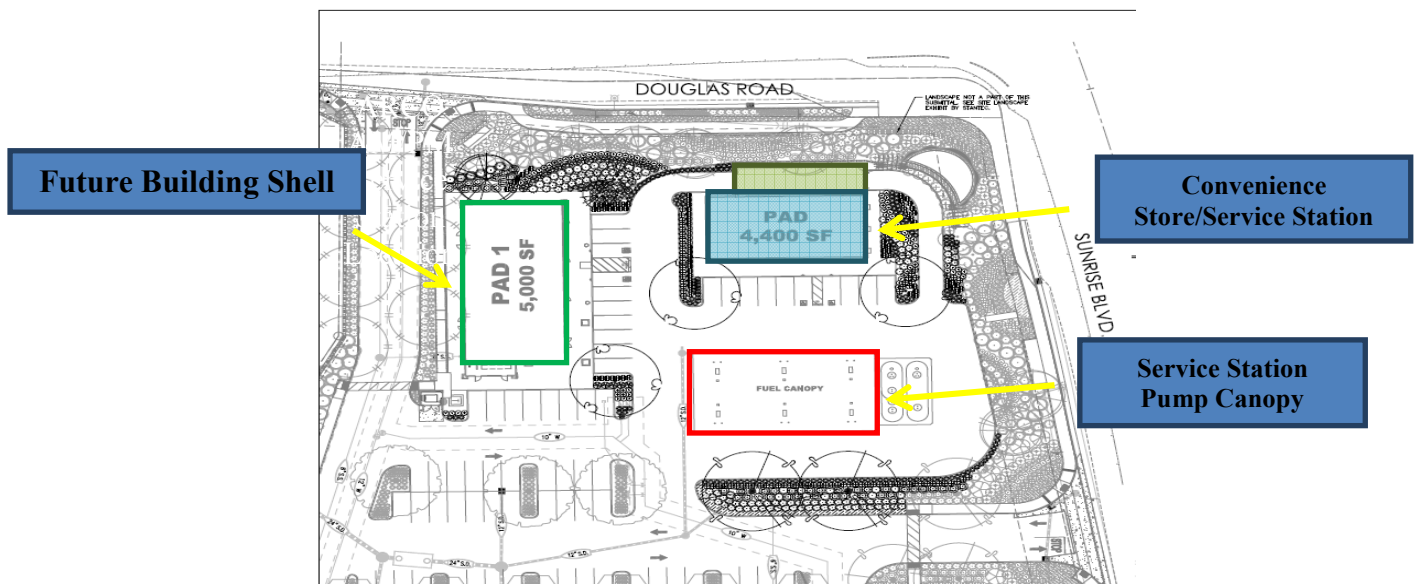
Alcoholic Beverages Control (ABC), which requires a PCN from the City of Rancho Cordova to move forward with their application. Specifically, the applicant is seeking the following permits from ABC:

- Type 20 – Off-sale Beer and Wine

**Figure 1: Project Site Location**



**Figure 2: Approved Site Plan**



## **REQUIRED PERMITS AND REGULATORY BASIS**

A Conditional Use Permit is required for off-sale alcohol sales within the General Commercial zoning district per table 23.316-1 of the City zoning ordinance. Chapter 23.134 of the Zoning Code establishes the process for acquiring a Conditional Use Permit and the findings to support such a request.

### *Permits Required after Approval:*

- Applicable ABC License

## **ANALYSIS**

### **General Plan Compliance:**

The project site is located within the Commercial Mixed Use (CMU) designation of the Rancho Cordova General Plan. This area encourages the integration of retail and service commercial uses with office and/or residential uses.

### **Zoning Compliance:**

The ARCO AM/PM project site is zoned General Commercial (GC) which is intended to provide an area for general commercial and heavier types of commercial uses (See **Table 1**). GC zones are envisioned to be near major streets and intersections.

**Table 1: Surrounding Designations and Existing Uses**

| <b>Location</b>                                  | <b>Existing Use</b>                 | <b>General Plan Designation</b>                  | <b>Zoning Designation</b>     |
|--------------------------------------------------|-------------------------------------|--------------------------------------------------|-------------------------------|
| South-West corner of Sunrise Blvd. & Douglas Rd. | Service station and retail store    | Commercial Mixed Use (CMU)                       | General Commercial (GC)       |
| North                                            | Cordova Shooting Center             | Sunrise Boulevard Specific Planning Area (SBSPA) | Preserved Open Space (POS(H)) |
| East                                             | Sunrise Blvd and undeveloped parcel | Commercial Mixed Use (CMU)                       | General Commercial (GC)       |
| South                                            | Pad Buildings                       | Commercial Mixed Use (CMU)                       | General Commercial (GC)       |
| West                                             | Undeveloped pad lot                 | Commercial Mixed Use (CMU)                       | General Commercial (GC)       |

### **Conditional Use Permit:**

A Conditional Use Permit is required for off-sale alcohol sales within the General Commercial zoning district per table 23.316-1 of the City zoning ordinance. Conditional Use Permit: Zoning Code section 23.134.070 states that City Council must make all of these findings to approve the Conditional Use Permit (CUP). The following are each of the required findings and evidence to support them:

- Finding:** The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/ emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.

Evidence: The proposal for a Conditional Use Permit Amendment would allow the sale of alcoholic beverages (beer and wine) incidental to the service station and retail store within Sunridge Plaza shopping center. The subject property has an approved Conditional Use Permit and Design Review for the ARCO service station and AM/PM retail store. The inclusion of alcohol sales, beer and wine, does not impact the physical site.

- b) Finding: The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other code standards or other reasonable conditions of approval.

Evidence: Alcoholic beverage sales at this location has been reviewed and approved by the Rancho Cordova Police Department (RCPD). RCPD did not identify any concerns regarding the proposal. The applicant will be subject to regulations from the state Alcoholic Beverage Control as part of standard licensure. Conditions of approval for the project would ensure that alcoholic beverage sales remain incidental to retail sales. No further mitigation is necessary.

- c) Finding: All required public facilities have adequate capacity to serve the proposal.

Evidence: There are no physical improvements or changes proposed related to the sale of alcoholic beverages. The project site is an approved service station with retail with adequate infrastructure.

- d) Finding: The project meets the requirements of the zoning code including development standards, design guidelines, and special use provisions.

Evidence: There are no physical improvements or changes proposed for this alcoholic beverage sales CUP amendment.

- e) Finding: If structures and site plans are considered nonconforming, the elements of a project that are nonconforming have been brought into compliance with the zoning code, where feasible.

Evidence: The project does not involve any nonconforming uses or structures.

#### **Public Convenience and Necessity (PCN):**

As part of ARCO AM/PM Type 20 application, the Alcoholic Beverage Control Act requires further review by the local governing body if any of the following conditions are applicable to a proposed location:

- (1) "The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes ... than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency." (high crime)  
**NOT APPLICABLE**
- (2) "As to on-sale retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located."  
**NOT APPLICABLE**

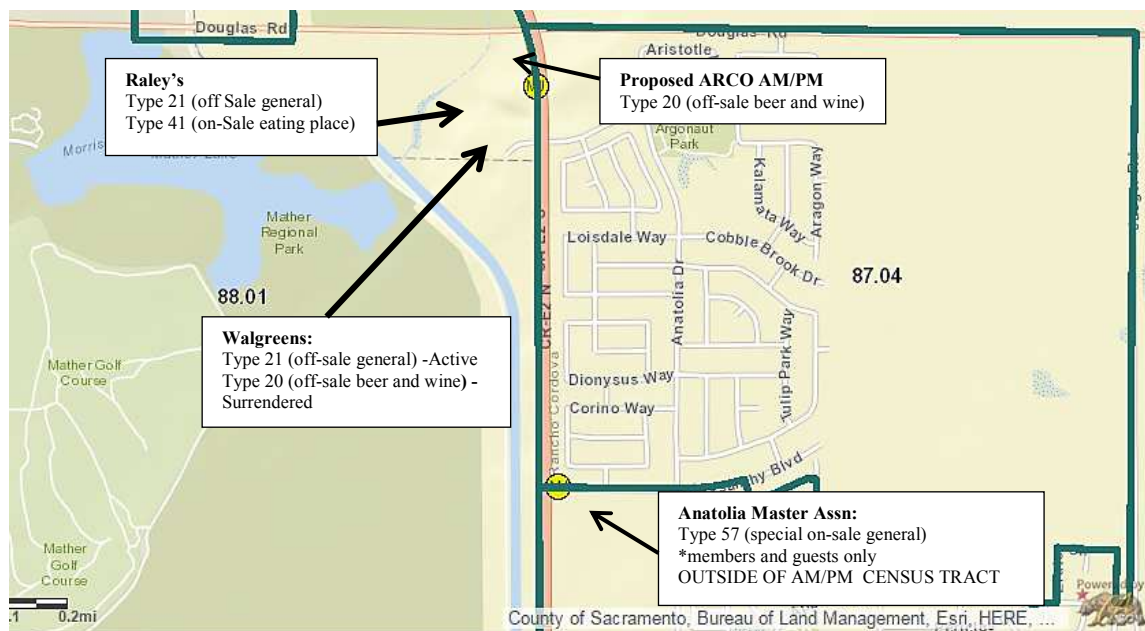


- (3) “As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.”  
(ratio of licenses to population) **APPLICABLE**

The Rancho Cordova Municipal Code Chapter 4.60 regulates the issuance of “letters of public convenience” and outlines that the request must be routed to all applicable agencies and must be heard before City Council for a determination of approval.

Planning Staff reviewed other active ABC licenses within the same census tract and found that 2 off-sale alcohol licenses and 1 on-sale/off-sale alcohol license and are present in neighboring areas (See Figure 3 and Table 2)

**Figure 3; Adjacent Alcohol Licenses**



**Table 2: All Active “Off-Sale” Licenses within the Adjacent Area**

| #                                                            | Status      | License Type                                       | Address           | Business Name |
|--------------------------------------------------------------|-------------|----------------------------------------------------|-------------------|---------------|
| <b>Permits within Census Tract 88.01 (Project Area)</b>      |             |                                                    |                   |               |
| 1                                                            | Active      | 21 (Off-Sale General)                              | 4050 Sunrise Blvd | Walgreens     |
| 2                                                            | Surrendered | 20 (Off-Sale Beer and Wine)                        | 4050 Sunrise Blvd | Walgreens     |
| 3                                                            | Active      | 21 (off-sale general)<br>41 (on-sale eating place) | 4030 Sunrise Blvd | Raleys        |
| <b>Permits within Census Tract 87.04 (Neighboring Tract)</b> |             |                                                    |                   |               |

|   |        |                              |                       |                                                           |
|---|--------|------------------------------|-----------------------|-----------------------------------------------------------|
| 4 | Active | 57 (Special on-sale General) | 11828 Chrysanthy Blvd | Anatolia 1, 2 and 4 Master Assn. (Community Organization) |
|---|--------|------------------------------|-----------------------|-----------------------------------------------------------|

Source: The Department of Alcohol and Beverage Control License Query System

Census Tract 88.01 includes existing alcohol licenses. However, the Walgreens Type 20 license has been surrendered and is inactive due to their upgrade to a Type 21 off-sale general license. Anatolia's Type 57 allows sales to members and guests only however it is important to note that this license is outside of Census Tract 88.01 (shown for clarification) and not included as part of the overconcentration calculation.

### **FISCAL ANALYSIS OF PROJECT**

The City anticipates that the proposed project will provide additional revenue from an increase in sales taxes through the general sale of fuel and goods purchased onsite by customers in neighboring residential areas as well as travels through the area.

### **ENVIRONMENTAL**

Staff has determined that the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and Categorically Exempt under Section 15301 (Existing Facilities), additional sales of alcohol will not have the potential for causing a significant effect on the environment.

### **RECOMMENDED MOTIONS**

Staff recommends that Council adopt Resolution No. 151-2017, which finds the project to be in compliance with the California Environmental Quality Act (CEQA), approve the Conditional Use Permit Amendment and Letter of Public Convenience Necessity for the Sunridge Plaza ARCO AM/PM Service Station DD9735, subject to the findings, and Conditions of Approval (**Exhibit A**)."

### **ATTACHMENT(S)**

1. Resolution 151-2017, including Exhibit A - Conditions of Approval
2. 500' Radius Map with Mailing Labels

## ATTACHMENT 1

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. 151-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA  
APPROVING A REQUEST FOR A CONDITIONAL USE PERMIT AMENDMENT AND LETTER  
OF PUBLIC CONVENIENCE AND NECESSITY FROM THE CITY OF RANCHO CORDOVA  
FOR ARCO AM/PM SERVICE STATION PROJECT #DD9735**

**WHEREAS**, on November 3, 2017, ARCO AM/PM (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Conditional Use Permit Amendment and Letter of Public Convenience and Necessity (PCN) to allow the off-sales of alcohol, specifically beer and wine (Department of Alcoholic Beverages Control Type 20 license) at 4000 Sunrise, Assessor's Parcel Number 067-1050-009-0000; and

**WHEREAS**, the location has already received a Conditional Use Permit (CUP) and Design Review for the ARCO AM/PM service station approved by Council on February 16, 2016 (Resolution 14-2016); and

**WHEREAS**, the Applicant is now requesting a Conditional Use Permit Amendment and PCN as required by the Department of Alcoholic Beverages Control for a Type 20 alcohol license; and

**WHEREAS**, on December 18, 2017 the City Council of the City of Rancho Cordova conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** does authorize and adopt Resolution No. 151-2017 to approve a Conditional Use Permit Amendment, attached hereto as **Exhibit A**, and grant a Letter of Public Convenience and Necessity, to be executed by the Interim Community Development Director or her designee, based on the following findings.

1. Determine that the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and Categorically Exempt under Section 15301 (Existing Facilities), in that the sales of alcohol will not have the potential for causing a significant effect on the environment.
2. Conditional Use Permit: Zoning Code section 23.134.070 states that City Council must make all of these findings to approve the Conditional Use Permit (CUP). The following are each of the required findings and evidence to support them:
  - a) Finding: The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/ emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.

Evidence: The current proposal for a Conditional Use Permit Amendment and PCN would allow the sale of alcoholic beverages (beer and wine) incidental to service station and retail store within Sunridge Plaza shopping center. The subject property has an approved Conditional Use Permit and Design Review for the ARCO service

**ATTACHMENT 1**

station and AM/PM retail store. The inclusion of alcohol sales, beer and wine, does not impact the physical site.

- b) Finding: The negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other code standards or other reasonable conditions of approval.

Evidence: Alcoholic beverage sales at this location has been reviewed and approved by the Rancho Cordova Police Department (RCPD). RCPD did not identify any concerns regarding the proposal. The applicant will be subject to regulations from the state Alcoholic Beverage Control as part of standard licensure. No further mitigation is necessary.

- c) Finding: All required public facilities have adequate capacity to serve the proposal.

Evidence: There are no physical improvements or changes proposed related to the sale of alcoholic beverages. The project site is an approved service station with retail with adequate infrastructure.

- d) Finding: The project meets the requirements of the zoning code including development standards, design guidelines, and special use provisions.

Evidence: There are no physical improvements or changes proposed for this alcoholic beverage sales CUP amendment.

- e) Finding: If structures and site plans are considered nonconforming, the elements of a project that are nonconforming have been brought into compliance with the zoning code, where feasible.

Evidence: The project does not involve any nonconforming uses or structures.

3. The City Council hereby approves the Letter of Public Convenience and Necessity (PCN), based on the following findings:

- a) The City Council finds that given the ARCO AM/PM primary use is a service station, permitting the sale of alcohol, specifically beer and wine will provide an additional convenience to residents who wish to receive a variety of goods and services at one location.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 18th day of December, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTACHMENT 1**

---

Linda Budge, Mayor

**ATTEST:**

---

Stacy Leitner, City Clerk

## Conditions of Approval

## EXHIBIT A

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>Category</u>     | <u>Timing/<br/>Implementation</u> | <u>Enforcement/<br/>Monitoring</u> | <u>Verification<br/>(date and<br/>Signature)</u> |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------|------------------------------------|--------------------------------------------------|
| 1. | The approved entitlement is for a Conditional Use Permit Amendment and Letter of Public Convenience and Necessity to allow alcoholic beverage sales, specifically beer and wine; Type 20 ABC license, incidental to the ARCO AM/PM service station and retail store located at the southwest corner of Sunrise Boulevard and Douglas Road at 4000 Sunrise Boulevard (APN 067-1050-009-0000), subject to the conditions of approval herein, for project number DD9735.        | Project Description | On-Going                          | Planning                           |                                                  |
| 2. | The applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.                             | General             | On-Going                          | Planning                           |                                                  |
| 3. | Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at <a href="mailto:billings@cityofranhocordova.org">billings@cityofranhocordova.org</a> for the status of your account with the City. | General             | On-Going                          | Finance                            |                                                  |
| 4. | This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.                                                                                                                                                                                                                                                                                                                                           | General             | On-Going                          | Planning                           |                                                  |
| 5. | The permit holder is hereby notified that failure to comply with any one of these conditions may result in the revocation of this permit, pursuant to the City of Rancho Cordova Zoning Code.                                                                                                                                                                                                                                                                                | General             | On-Going                          | Planning                           |                                                  |

## Conditions of Approval

## EXHIBIT A

|    |                                                                                                                                                                                                                                                                                     | <u>Category</u> | <u>Timing/<br/>Implementation</u> | <u>Enforcement/<br/>Monitoring</u> | <u>Verification<br/>(date and<br/>Signature)</u> |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|------------------------------------|--------------------------------------------------|
| 6. | The applicant/property owner shall obtain a license (Type 20) for alcohol sales from Alcoholic Beverage Control in a timely manner prior to sale of any such beverage. The applicant/property owner shall comply with all ABC regulations regarding sales, security, location, etc. | General         | On-Going                          | Planning                           |                                                  |
| 7. | The sale of alcoholic beverages shall remain an incidental part of service station and retail use.                                                                                                                                                                                  | General         | On-Going                          | Planning                           |                                                  |



# Advanced Listing Services Inc

ATTACHMENT 2

Ownership Listings & Radius Maps

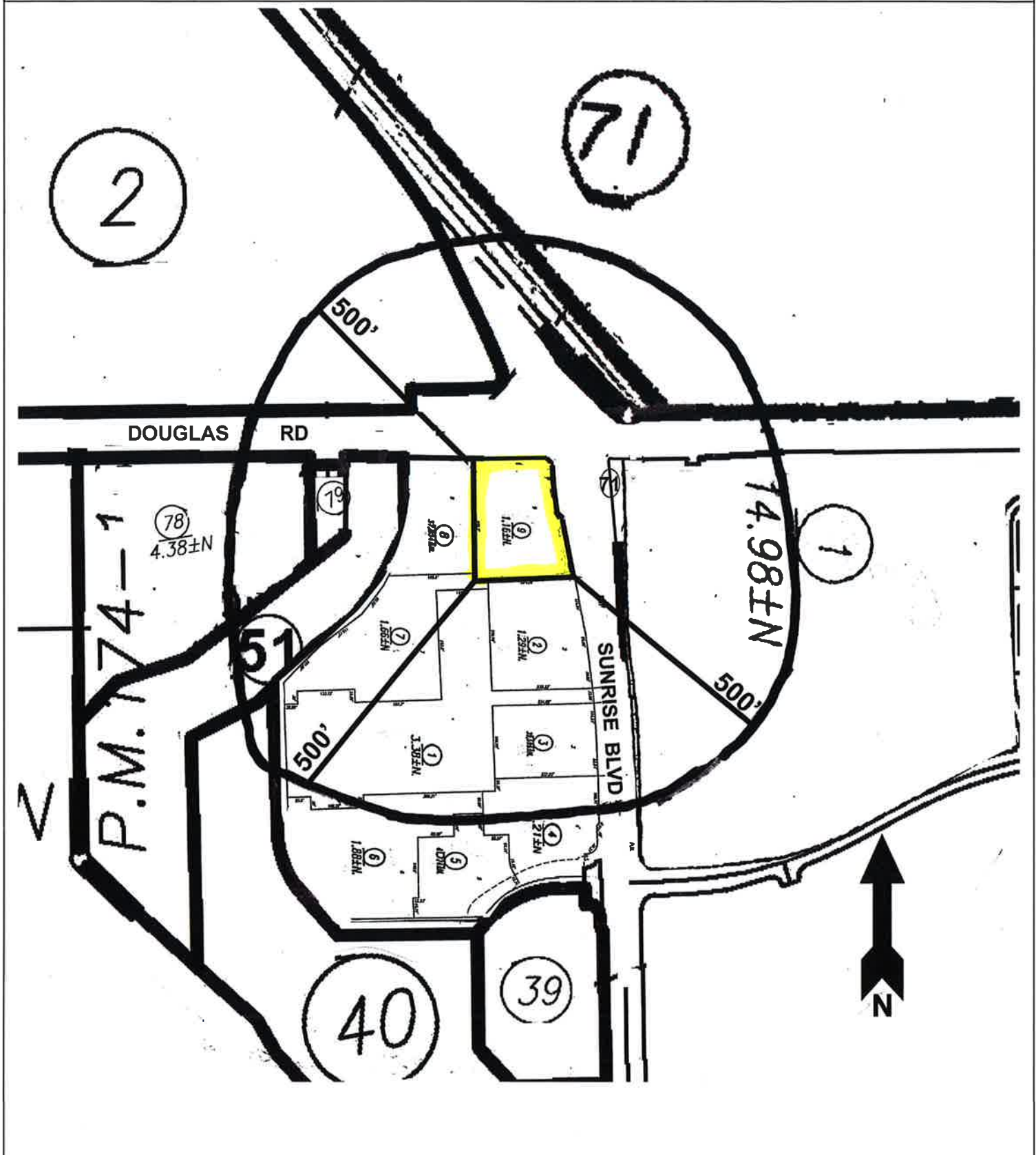
P.O. Box 2593 • Dana Point, CA • 92624

Office: (949) 361-3921 • Cell: (949) 310-6869

[www.Advancedlisting.com](http://www.Advancedlisting.com) denise@advancedlisting.com

Subject APN: 067-1050-009-0000  
500' Radius

Address: 4000 SUNRISE BLVD  
RANCHO CORDOVA CA 95742





#8342  
10/24/2017

500' Ownership Listing  
500' Occupant Listing  
Prepared for:  
067-1050-009-0000  
AM PM  
4000 SUNRISE BLVD  
RANCHO CORDOVA CA 95742

Barghausen Consulting Engineers, Inc.  
18215 72nd Avenue South  
Kent, WA 98032

067-0030-002-0000  
RECREATION CORDOVA  
2729 PRSPCT PARK DR #230  
RANCHO CORDOVA CA 95670

067-0030-040-0000  
SUNDANCE SACRAMENTO RHNC  
1990 3RD ST #400  
SACRAMENTO CA 95811

067-0030-051-0000  
CSS PROPERTIES LLC  
1508 EUREKA RD #230  
ROSEVILLE CA 95661

067-0030-071-0000  
CITY OF RANCHO CORDOVA  
2729 PROSPECT PARK DR  
RANCHO CORDOVA CA 95670

067-0030-078-0000  
CSS PROPERTIES LLC  
1508 EUREKA RD #230  
ROSEVILLE CA 95661

067-0030-079-0000  
SACRAMENTO AREA SEWER  
DISTRICT  
10060 GOETHE RD  
SACRAMENTO CA 95827

067-0430-001-0000  
ANATOLIA LLC  
7700 COLLEGE TOWN DR #101  
SACRAMENTO CA 95826

067-1050-001-0000, 02, 03, 04, 06, 07, 08,  
09  
DS SUNRIDGE LP  
200 BAKER ST #100  
COSTA MESA CA 92626

072-0370-071-0000  
ELLIOTT WHITEROCK LLC  
340 PALLADIO PKWY #521  
FOLSOM CA 95630

067-0030-002-0000  
OCCUPANT  
11551 DOUGLAS RD  
RANCHO CORDOVA CA 95742

067-1050-001-0000  
OCCUPANT  
4030 SUNRISE BLVD  
RANCHO CORDOVA CA 95742

067-1050-001-0000  
OCCUPANT  
4022 SUNRISE BLVD STE 130  
RANCHO CORDOVA CA 95742

067-1050-001-0000  
OCCUPANT  
4022 SUNRISE BLVD STE 160  
RANCHO CORDOVA CA 95742

067-1050-001-0000  
OCCUPANT  
4044 SUNRISE BLVD STE 160  
RANCHO CORDOVA CA 95742

067-1050-001-0000  
OCCUPANT  
4036 SUNRISE BLVD  
RANCHO CORDOVA CA 95742

067-1050-002-0000  
OCCUPANT  
4010 SUNRISE BLVD STE 100  
RANCHO CORDOVA CA 95742

067-1050-002-0000  
OCCUPANT  
4010 SUNRISE BLVD STE 130  
RANCHO CORDOVA CA 95742

ATTACHMENT 2

SACRAMENTO SANITATION DISTRICT  
10060 GOETHE ROAD  
SACRAMENTO CA 95827

SACRAMENTO REGIONAL COUNTY  
SANITATION DISTRICT  
10060 GOETHE ROAD  
SACRAMENTO CA 95827

SACRAMENTO COUNTY WATER  
AGENCY  
10151 FLORIN ROAD  
SACRAMENTO CA 95829

PG&E  
2730 GATEWAY OAKS DRIVE  
SACRAMENTO CA 95833

PG&E  
343 SACRAMENTO STREET  
AUBURN CA 95603

SMUD  
6301 S STREET MS B304  
SACRAMENTO CA 95817

SMUD  
6301 S STREET MS B304  
SACRAMENTO CA 95817

SMUD  
6301 S STREET MS B404  
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE  
10545 ARMSTRONG AVE STE 310  
MATHER CA 95655

ELK GROVE UNIFIED SCHOOL  
9510 ELK GROVE-FLORIN ROAD  
ELK GROVE CA 95624

SACRAMENTO COUNTY WATER  
AGENCY  
827 7<sup>TH</sup> STREET RM 301  
SACRAMENTO CA 95814

# ARCO AM/PM Conditional Use Permit Amendment and PCN

June Cowles  
Senior Planner  
December 18, 2017

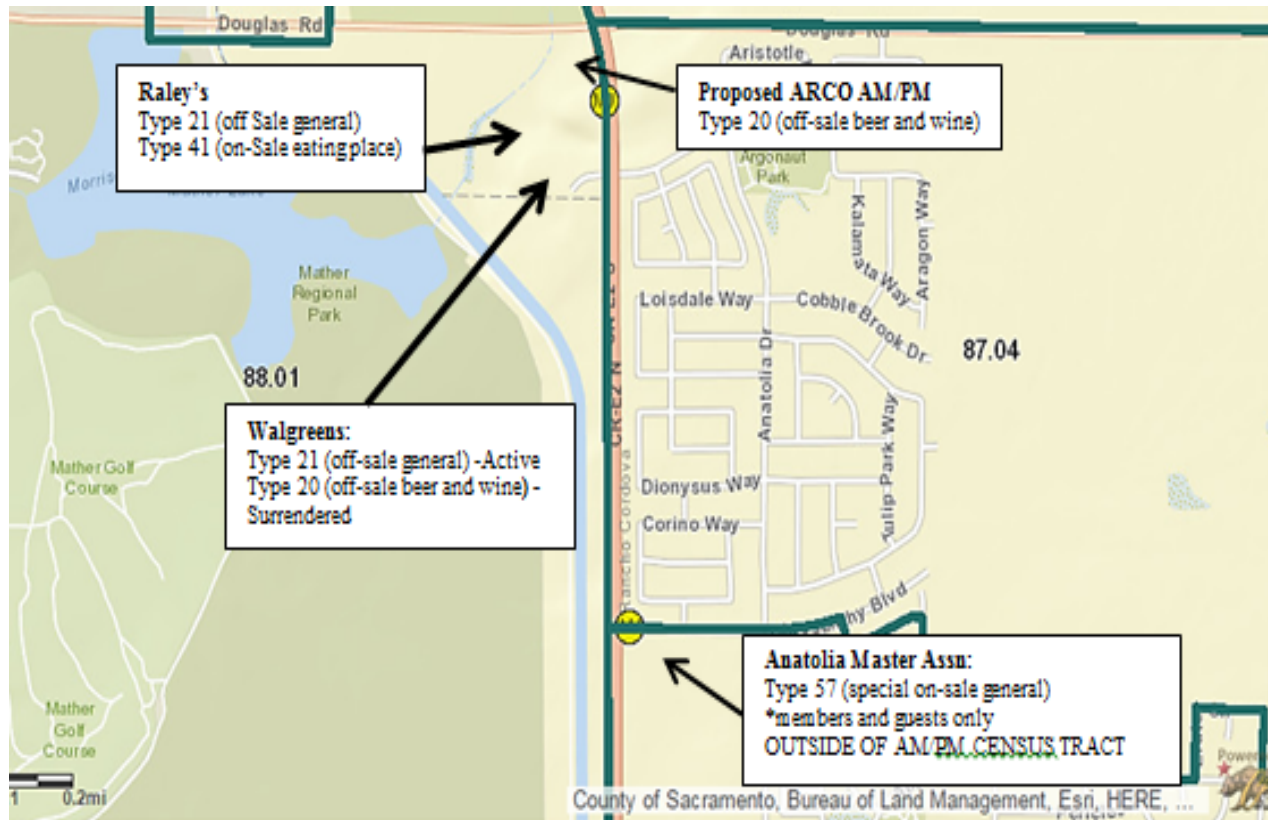
# Project Request

- **Conditional Use Permit Amendment:** Per Zoning Code Table 23.316-1
- **Letter of Public Convenience and Necessity (PCN):** As required by the Department of Alcoholic Beverage Control (ABC) for a Type 20 off-sale alcohol (beer and wine) license within a census tract overly concentrated with alcohol licenses.

# Project Location



# Project Location



# Environmental Review

- Staff has determined that the project site was adequately analyzed to the California Environmental Quality Act (CEQA) guidelines and Categorically Exempt under section 15301 (Existing Facilities) additional sales of alcohol will not have the potential for causing a significant effect on the environment.

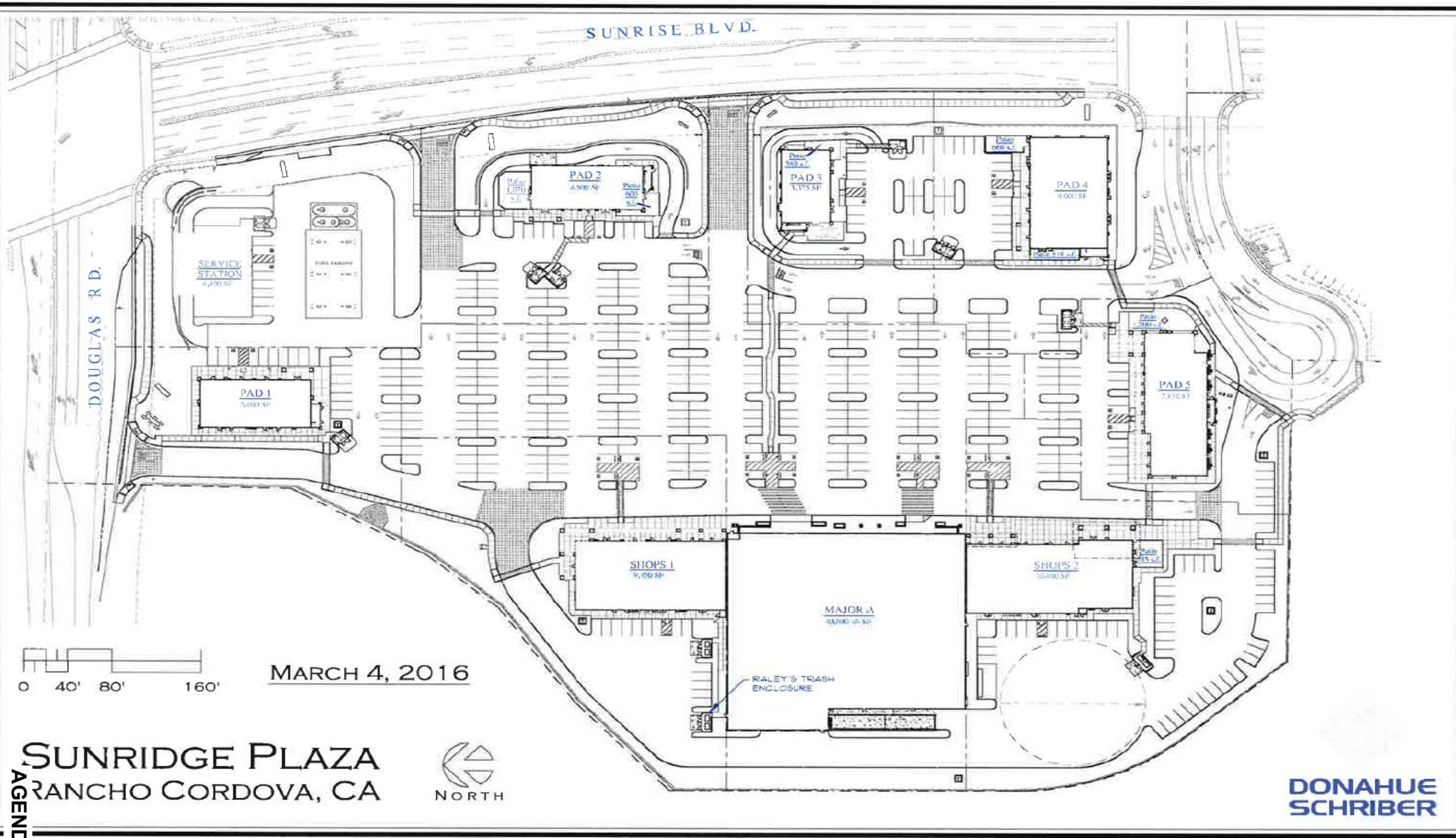
## Recommended Motions

- That City Council determine the project Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) Guidelines and approve the Conditional Use Permit Amendment and Letter of Public Convenience and Necessity (PCN) for ARCO AM/PM Project DD9735 located at 4000 Sunrise Boulevard. Subject to Conditions of Approval (Exhibit A), and Findings contained in the Resolution.”



# THANK YOU

Questions???



SUNRIDGE PLAZA  
RANCHO CORDOVA, CA

AGENDA ITEM 12.1

## MEMORANDUM

**DATE:** December 18, 2017

**TO:** Honorable Mayor and Council Members

**FROM:** Nicholas Sosa, Assistant Planner



**SUBJECT: SUNRISE AUTO VILLAGE MAJOR DESIGN REVIEW; PROJECT NO. DD9715  
– LOCATED ON ZINFANDEL DRIVE BETWEEN VEHICLE DRIVE AND  
SUNRISE BOULEVARD**

|                                                                                                                        |                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <b>PROPERTY OWNER:</b><br>Sunrise Auto Village, LLC<br>11230 Gold Express Drive ,Suite 310-396<br>Gold River, CA 95670 | <b>APPLICANT/DEVELOPER:</b><br>Sunrise Auto Village, LLC<br>1950 Zinfandel Drive<br>Rancho Cordova, CA 95670 |
|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|

|                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROJECT:</b><br><b>FILE:</b><br><b>LOCATION:</b><br><b>APN:</b><br><b>PLANNER:</b> | The Applicant is requesting a Major Design Review for a 7,400 square foot building for auto sales and repair on an existing concrete pad with existing infrastructure. Project also includes parking lot resurfacing, new landscaping, and new irrigation.<br>DD9715<br>1950 Zinfandel Drive; Located between Vehicle Drive and Sunrise Boulevard<br>058-0261-039-0000<br>Nicholas Sosa, Assistant Planner |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### **RECOMMENDATION**

Adopt Resolution 152-2017.

### **RESULT OF RECOMMENDED ACTION**

Approval of Resolution 152-2017 would allow the construction of a 7,400 square foot auto sales and repair building on the proposed site. Approval would allow the proposed building to be constructed on the existing concrete pad and utilize existing infrastructure and utilities on-site as agreed upon between the City and the previous property owners known as the Church Investors Fund.

### **PROJECT BACKGROUND:**

The 1.46-acre project site was originally developed as an 8,000 square foot Garden Center in 1980. The original building was located at the rear of the property with outdoor retail sales along Zinfandel Drive. After the closure of the Garden Center the building stood vacant until January 2012 when the 8,000 square foot building was demolished due to constant graffiti, trespass issues, and overall blight (**See Figure 2**). The concrete pad and infrastructure still remain. The project site has since stood vacant and fenced off.

On March 3, 2017 an agreement was made between the City of Rancho Cordova and the property owner at the time, Church Investors Fund (**see Attachment 2**). As part of the



agreement, the City agreed to allow construction to take place on the existing foundation of the property with the existing setbacks so long as the building did not exceed 10,000 square feet and was for an anticipated car dealership. As part of the agreement, the City also credits the property owner full credits for the Transportation and Community Facility Impact fees based upon a commercial use of up to 10,000 square feet on the property. These agreements are only valid if Church Investors Fund is able to sell the property for the purpose of a car dealership within 5 years of the agreement. The property was then sold to Sunrise Auto Village, LLC in June of 2017.

**Figure 1: Project Site**



**Figure 2: Previous building prior to Demolition**



**Figure 3: Existing Conditions (From Zinfandel Drive)**







**Surrounding Land Uses:**

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

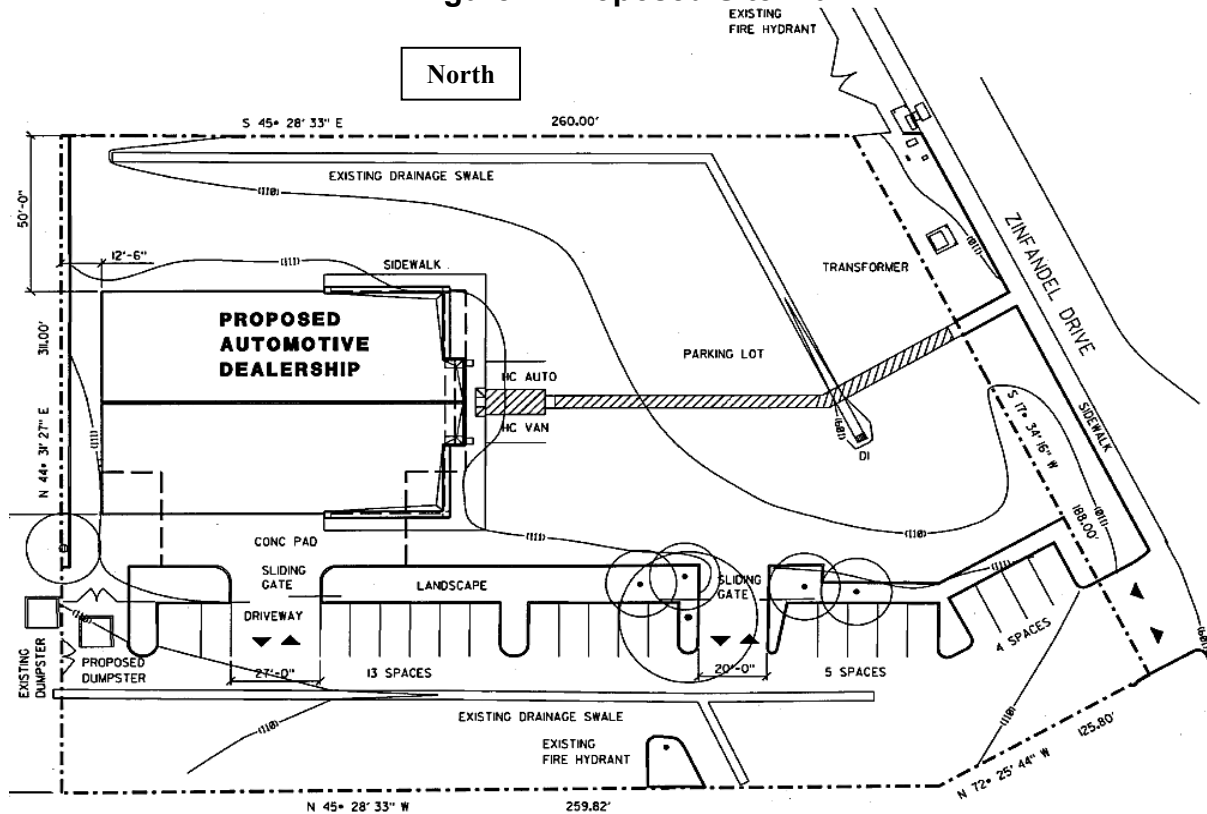
**Table 1: Surrounding Designations and Existing Uses**

| Location             | Existing Use                   | General Plan Designation              | Zoning Designation         |
|----------------------|--------------------------------|---------------------------------------|----------------------------|
| 1950 Zinfandel Drive | Vacant Property                | Sunrise Boulevard North Planning Area | Commercial Mixed Use (CMU) |
| North                | Rancho Cordova KinderCare      | Sunrise Boulevard North Planning Area | Commercial Mixed Use (CMU) |
| East                 | Existing Auto Dealership       | Sunrise Boulevard North Planning Area | Commercial Mixed Use (CMU) |
| South                | Zinfandel Drive/General Retail | Sunrise Boulevard North Planning Area | Commercial Mixed Use (CMU) |
| West                 | Summerset Senior Living        | Sunrise Boulevard North Planning Area | Commercial Mixed Use (CMU) |

**PROJECT DESCRIPTION**

The applicant submitted a Major Design Review application for a 7,400 square foot auto dealership and repair building located on existing concrete pad. The project is located within a Commercial Mixed Use (CMU) zoning designation. The building is a pre-fab metal structure 27 feet in height with the main showroom area constructed with storefront glass windows with awnings, wood framing, and stucco finish (**see Figure 8**). The project includes parking lot resurfacing and restriping, new landscaping and irrigation lines and new parking lot lighting.

Figure 4: Proposed Site Plan



### **REQUIRED PERMITS AND REGULATORY BASIS**

The project site is located within a Commercial Mixed Use (CMU) zone. Section 23.14.020 requires that new construction of a nonresidential building equal to or greater than 5,000 square feet in a CMU zone requires the issuance of a Major Design Review permit by City Council. In addition, the applicant must obtain all necessary permits from the Building and Safety Division, Sacramento Metro Fire, and a business license from the Finance Department.

#### *Permits Required after Approval:*

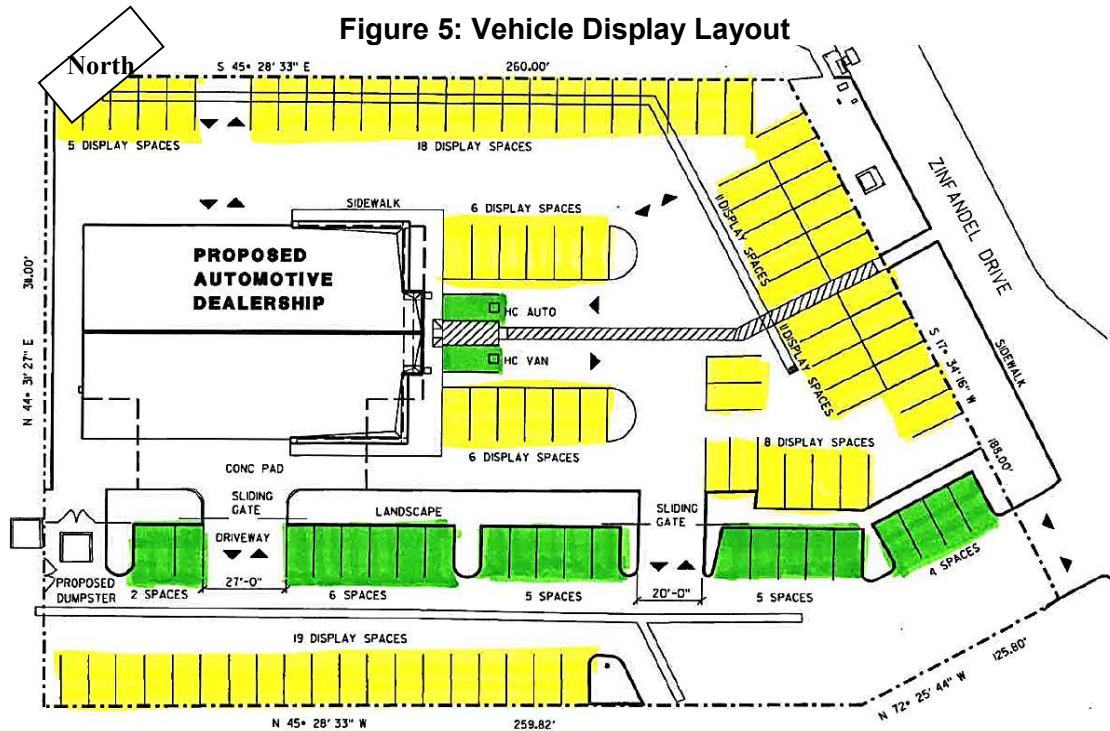
- All required building permits from the Building and Safety Department
- A business license from the City's Finance Department
- All required permitting from Sacramento Metro Fire
- All required licensing and permitting from DMV
- Any other permitting and licensing required for business operation

### **ANALYSIS**

#### **Site Plan Layout:**

The project site contains existing drainage swales, access to Zinfandel Drive, existing utility infrastructure and existing landscaping areas. The applicant is proposing to add a 7,400 square foot pre-fabricated metal building on the existing concrete pad utilizing existing on-site utility access. The main frontage of the building containing a lobby area and showroom will face east toward Zinfandel drive while the automotive repair portion of the business will be in the rear of the building on the northwest side of the property. The property contains a shared drive-aisle along the southwest side of the property and access to the neighboring parcel on the northeast

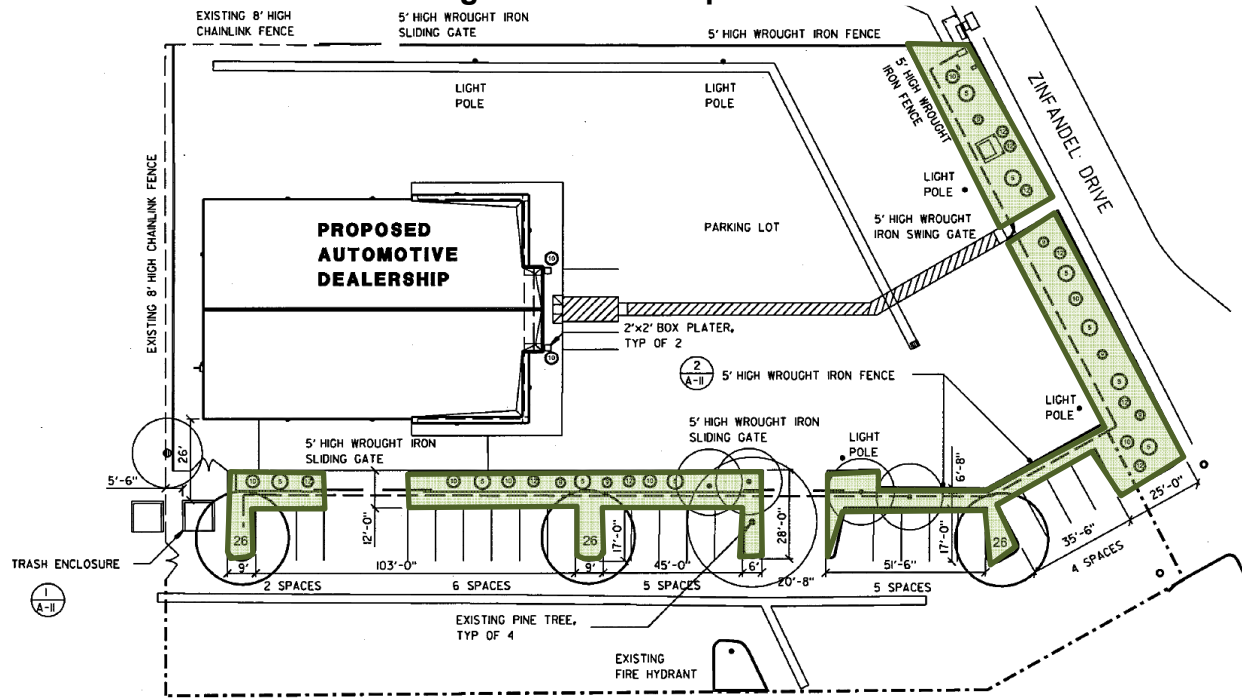
side (see Figure 5). The site will be enclosed by a 5 foot tall wrought iron fence as well as a minimum 6 foot CMU masonry wall along the west property line along the KinderCare property. The complete layout of the customer parking (24 green colored spaces) and display parking (84 yellow colored spaces) can be seen in Figure 5.



### Landscaping:

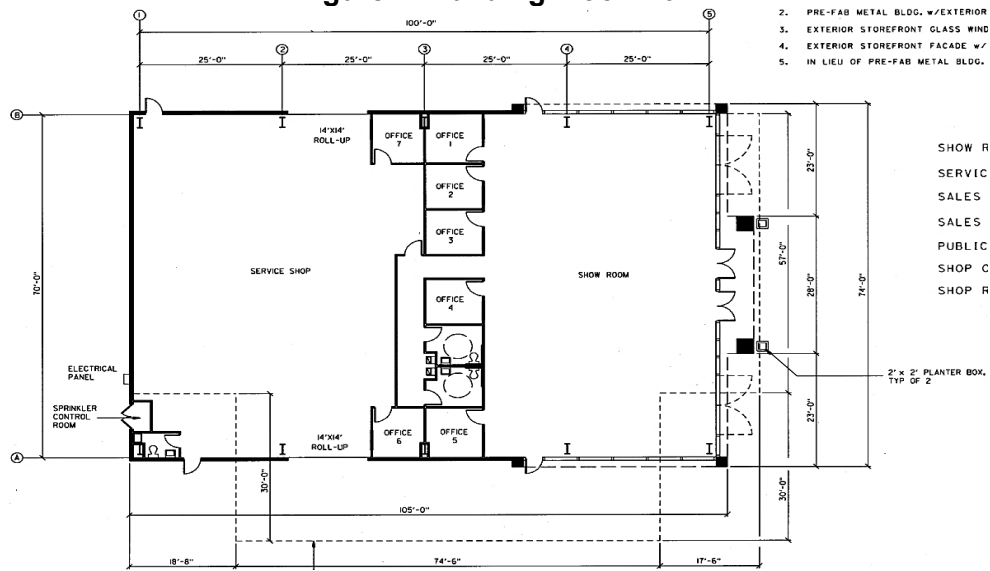
The proposed landscaping includes a variation of trees, shrubs and groundcover consistent with the landscape requirements of the City's Zoning Code. Existing large trees on site will be preserved in combination with new landscaping located along Zinfandel Drive as well as within existing planters on the shared access/customer parking area. Plants include Italian Cypress, Roses, Chinese Pistache, and Chinese Fringe Flower. Also to be added to the property will be a CMU wall trash enclosure and a 5 foot wrought iron fence surrounding the property. The applicant has also added two small planter boxes (2' x 2') at the entrance of the building for additional landscaping per staff's request.



**Figure 6: Landscape Plan****Architecture:**

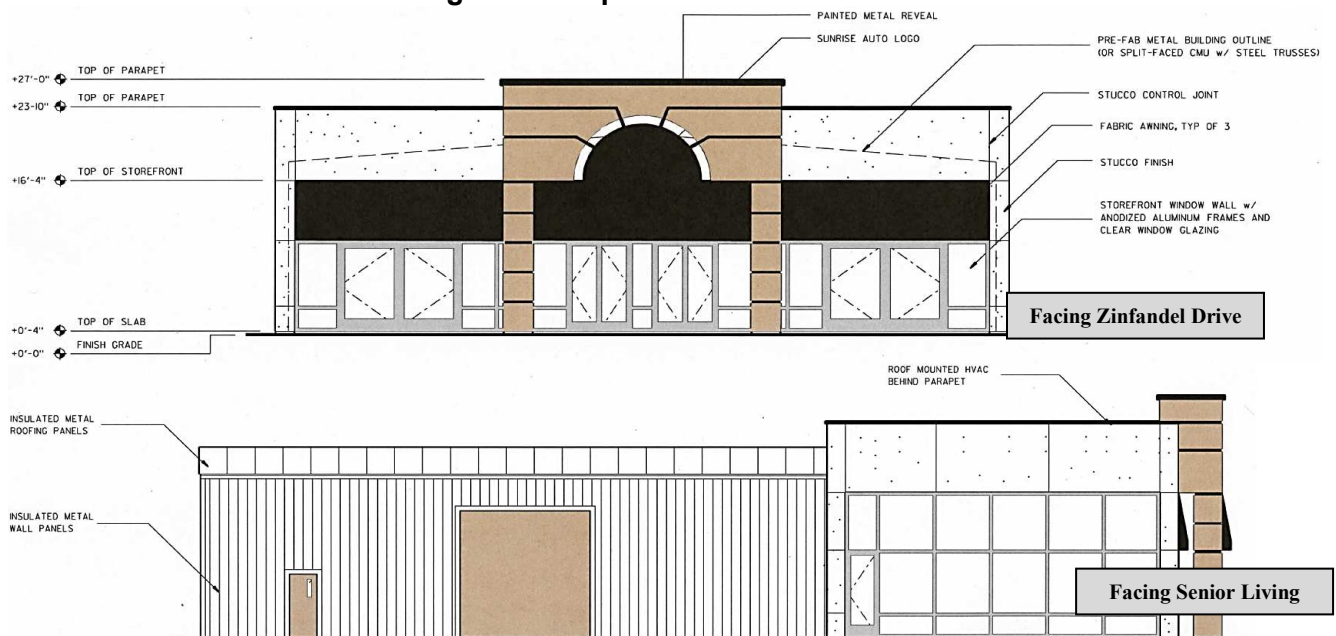
The proposed building architecture was reviewed for quality of design, use of variety of materials and colors, and for compatibility with the surrounding buildings. The building is a 7,400 square foot pre-fabricated steel building common for automotive uses. Typically, design guidelines encourage commercial buildings to front the main roadway however; the building was setback at the rear of the property on the existing concrete pad as agreed upon within the applicant's formal agreement with the City. The building will be split into two halves roughly equal in size. The rear portion of the building will contain a service shop to be utilized for vehicle maintenance and minor repairs. The front half of the building will consist of a vehicle showroom and will also include 5 sales offices for staff and customers (See Figure 7).

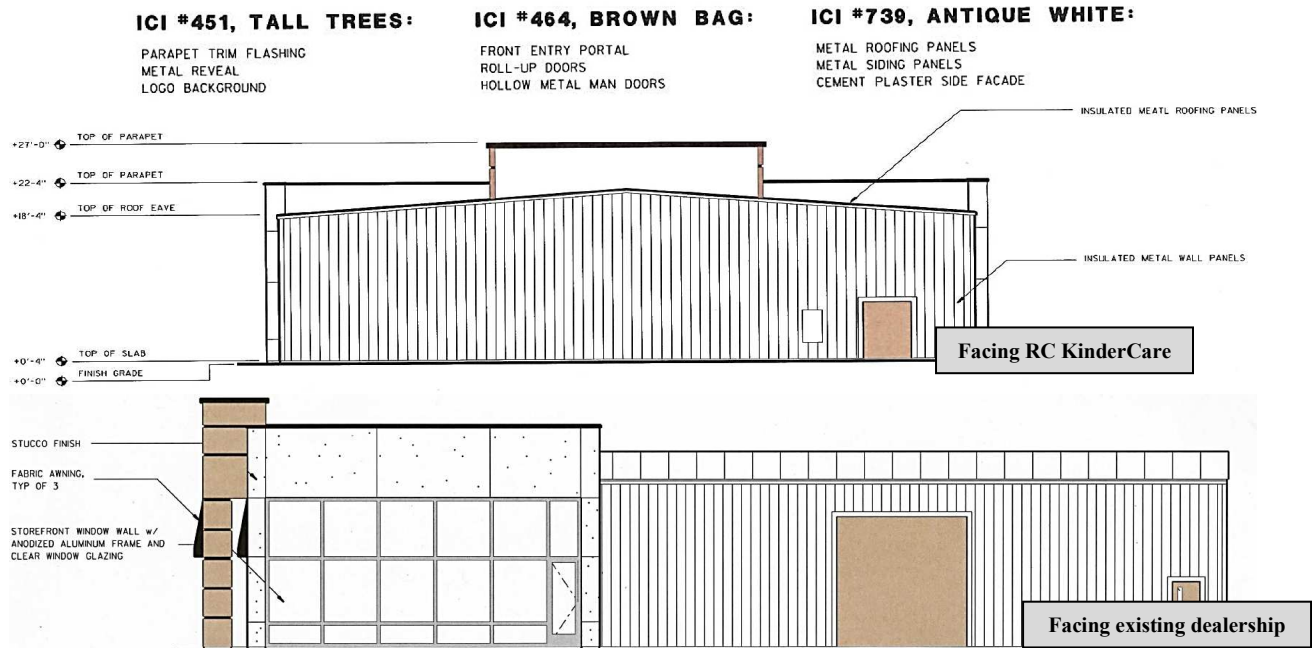
Figure 7: Building Floor Plan



The showroom and sales office area faces Zinfandel Drive and will serve as the main entrance and lobby for the proposed auto dealership. The front entrance will be constructed with wood framing and stucco finish with a raised parapet to ensure that roof-mounted HVAC units are not visible from public view. The parapet provides variations in height to break up the roofline of the building. Front and side elevations of the showroom area will include storefront windows with aluminum framing and clear window glazing (**See Figure 8**). Dark brown awnings were added and are shown in the front elevations drawings below. The overall building will contain a variation of 3 colors throughout (**See Figure 9**), “tall trees” (dark brown), “brown bag” (light brown/beige), “antique white” (off-white). The rear half the building which contains the auto repair portion will remain a pre-fabricated structure with insulated metal walls and roofing for noise mitigation and paint colors consistent with the rest of the building.

Figure 8: Proposed Elevations





### **FINDINGS AND EVIDENCE**

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

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

**Evidence:** The proposed project is consistent with allowed uses within the CMU (Commercial Mixed Use) zoning area and also consistent with the General Plan's Sunrise Boulevard North Planning Area. The proposed project is not consistent with the Rancho Cordova Design Guidelines in that the building is set at the rear of the property rather than nearest to the public right of way. However the Applicant has a formal agreement with the City to deviate from this design guideline in order to utilize the existing infrastructure and concrete foundation.

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

**Evidence:** The proposed pre-fabricated building is common for automotive uses and the stucco façade, awnings, storefront windows and extended parapet will be beneficial to the character of the surrounding area. The proposed project will enhance the site as it is currently an undeveloped lot attracting blight to the area.

- C. **Finding:** *The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar*

*elements, establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.*

Evidence: The proposed building will complement the neighboring existing dealership as well as the nearby redeveloped Rivergate Shopping Center. The overall design of the building does establish a clear design concept as the building maintains a color pattern consistent throughout the project and also includes a stucco finish similar to neighboring buildings. A noise assessment was completed in order to ensure that the project will not disturb neighboring businesses. In order to ensure noise compliance the applicant has included a CMU block wall between the vehicle services area and the KinderCare property.

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

Evidence: The proposed project is on an existing commercial site with existing sidewalks along the front of the property. The project will be required to maintain an access and parking agreement with both neighboring properties. The proposed project will utilize existing egress and ingress and will not create any additional access onto Zinfandel Drive.

### **NOISE STUDY**

In addition to the project's proposed auto dealership, the business also includes an automotive repair aspect at the rear of the building as part of their regular operating business. The repair area would conduct minor vehicle services including oil change, tire rotations, brakes, and other minor maintenance services. Given the proposed building's proximity to the Rancho Cordova KinderCare and Summerset Senior Living, staff requested that the applicant conduct a noise assessment to ensure that the allowed 65 decibels (dB) at property line is not exceeded and that on-site vehicle services would not significantly disrupt neighboring properties (**see Attachment 3**).

The conducted noise assessment resulted in the following recommendations which have been incorporated into the project's Conditions of Approval (COA).

1. Conduct workshop activities within the confines of the shop; avoid working directly in the roll-up door openings or outside the shop (COA #9 restricts services to indoors only).
2. Use wall panels with some R-Value to further ensure sound levels at the property lines remain below the City's maximum allowable noise limit.
3. Install a CMU wall along the KinderCare property line that has a Sound Transmission Class (higher the STC the greater the reduction in noise) rating of at least 47.
4. Install overhead doors with STC rating of at least 20 and ensure the door on the Summerset Senior Living side of the facility is closed during the performance of noise hazardous activities (e.g. those resulting in sound levels 90dB or greater).
5. Work with the construction contractor to ensure construction of the facility is "tight" with no gaps at roof/wall, wall/wall, or other joints/seams where sound may escape the structure.

6. Contract a vendor to conduct a follow-up noise assessment of operations once the facility is constructed and workshop activities are performed.

## **GENERAL PLAN AND ZONING ORDINANCE CONSISTENCY**

### **General Plan:**

The project site is located within the Sunrise Boulevard North Planning Area (SBNPA) designation. The area is intended for commercial, retail and more intensive mixed use developments surrounded by office mixed use and medium density residential. The proposed project of vehicle sales is consistent with the General Plan designation as the project will revitalize a large retail area in an existing undeveloped site along Zinfandel Drive.

### **Zoning Code:**

The project site is zoned Commercial Mixed Use (CMU) which is intended for vibrant commercial and mixed-use development. Vehicle Sales are permitted by right with this zoning designation and would not create a significant impact on the neighboring properties. The project has been reviewed in order to ensure that the business meets all parking, landscaping, and design requirements of the Zoning Code and also that operation of the vehicles services portion of the business does not exceed noise regulations.

## **FISCAL ANALYSIS OF PROJECT**

The City anticipates that this project will provide additional revenues from temporary construction jobs as well as employment when the project is fully operational. Economic Development believes that the proposed car dealership will not only provide a new source of sales tax within the City, but will also lead to the construction of a new commercial building within a currently vacant property.

## **ENVIRONMENTAL**

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15183 Projects consistent with a Community Plan, General Plan, or Zoning, Section 15303 new construction or conversion of small structures (new buildings not exceeding 10,000 sf) and Section 15332 In-Fill Development Projects.

## **RECOMMENDED MOTIONS**

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines Sections 15183, 15303, and 15322 and adopt Resolution No. 152-2017 approving the Major Design Review for Sunrise Auto Village DD9715, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

## **ATTACHMENT(S)**

1. Resolution 152-2017, including Exhibit A - Project Plans and Exhibit B - Conditions of Approval
2. City Agreement with Church Investors Fund (previous owners)
3. Noise Assessment
4. 500' Radius Map with Mailing Labels

## ATTACHMENT 1

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. 152-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO  
CORDOVA APPROVING THE SUNRISE AUTO VILLAGE  
MAJOR DESIGN REVIEW - PROJECT NO. DD9715**

**WHEREAS**, on July 6, 2017 an application was submitted to construct a 7,400 square foot building for an auto dealership with accessory vehicle services and repair. The project also includes customer and display vehicle parking, new lighting, and new landscaping and irrigation located at 1950 Zinfandel Drive between Vehicle Drive and Sunrise Boulevard zoned Commercial Mixed Use (CMU). (Assessor's Parcel Number: 058-0261-039-0000); and

**WHEREAS**, the previous property owner, Church Investors Fund, obtained a written agreement with the City of Rancho Cordova on March 3, 2017 to allow new construction to commence on the foundation that currently exists so that the property may be developed as a car dealership; and

**WHEREAS**, the City credited full credits for the Transportation and Community Facility Impact Fees based upon a general commercial use of up to ten thousand (10,000) square feet on the Property; and

**WHEREAS**, the property was then sold to the current property owner, Sunrise Auto Village LLC (Applicant), for the purpose of developing a car dealership on the property and who is requesting a Major Design Review for new building construction; and

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

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

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

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is exempt under Section 15183 Projects consistent with a Community Plan, General Plan, or Zoning, 15303 new construction or conversion of small structures, and section 15332 In-Fill Development projects.

Evidence: The proposed auto dealership is consistent with the General Plan designation of Sunrise Boulevard North Planning Area (SBNPA) as this area is intended for commercial, retail, and more intensive mixed use developments. The site is zoned Commercial Mixed Use (CMU) and will revitalize a current undeveloped retail parcel along Zinfandel Drive.

The CEQA design guidelines also allow for new construction buildings to be exempt per section 15303 if the commercial building is less than 10,000 square feet; the proposed building is to be 7,400 square feet total.

**ATTACHMENT 1**

The project is also exempt per section 15332 as the project site is completely surrounded by urban uses and has no value as habitat for endangered, rare or threatened species, would not result in any significant effects relating to traffic, noise (per noise assessment), air quality, or water quality, and can be adequately serviced by all required utilities and public services.

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

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

Evidence: The proposed project is consistent with allowed uses within the CMU (Commercial Mixed Use) zoning area and also consistent with the General Plan's Sunrise Boulevard North Planning Area. The proposed project is not consistent with the Rancho Cordova Design Guidelines in that the building is set at the rear of the property rather than nearest to the public right of way. However the Applicant has a formal agreement with the City to deviate from this design guideline in order to utilize the existing infrastructure and concrete foundation.

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

Evidence: The proposed pre-fabricated building is common for automotive uses and the stucco façade, awnings, storefront windows and extended parapet will be beneficial to the character of the surrounding area. The proposed project will enhance the site as it is currently an undeveloped lot attracting blight to the area.

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

Evidence: The proposed building will complement the neighboring existing dealership as well as the nearby redeveloped Rivergate Shopping Center. The overall design of the building does establish a clear design concept as the building maintains a color pattern consistent throughout the project and also includes a stucco finish similar to neighboring buildings. A noise assessment was completed in order to ensure that the project will not disturb neighboring businesses. In order to ensure noise compliance the applicant has included a CMU block wall between the vehicle services area and the KinderCare property.

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

Evidence: The proposed project is on an existing commercial site with existing sidewalks along the front of the property. The project will be required to maintain an access and parking agreement with both neighboring properties. The

**ATTACHMENT 1**

proposed project will utilize existing egress and ingress and will not create any additional access onto Zinfandel Drive.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the 18<sup>th</sup> day of December 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

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

\_\_\_\_\_  
Stacey Leitner, City Clerk



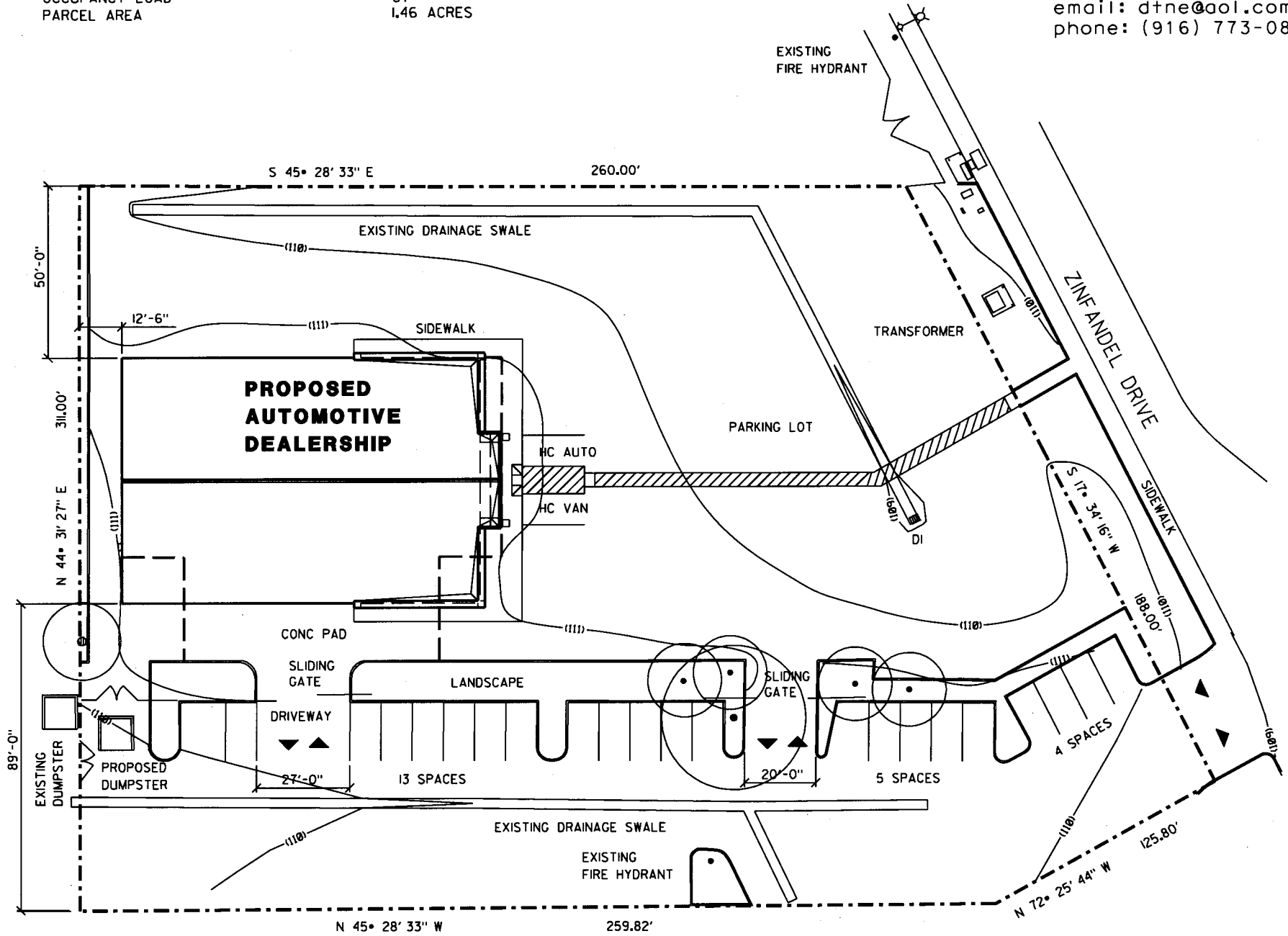
ALLOWABLE BUILDING HEIGHTS AND AREAS

|                             |            |
|-----------------------------|------------|
| BUILDING CONSTRUCTION TYPE  | V-B        |
| OCCUPANCY CLASSIFICATION    | B & S-1    |
| NUMBER OF STORIES           | 1          |
| ACTUAL BUILDING HEIGHT      | 27'-0"     |
| ALLOWABLE BUILDING HEIGHT   | 40'-0"     |
| BUILDING AREA, (FLOOR AREA) | 7,400 SF   |
| ALLOWABLE AREA              | 9,000 SF   |
| AREA INCREASE               | NONE       |
| FIRE SPRINKLERED            | YES        |
| FIRE ALARM                  | YES        |
| SMOKE CONTROL SYSTEM        | NO         |
| OCCUPANCY LOAD              | 67         |
| PARCEL AREA                 | 1.46 ACRES |

PARKING:  
22 STANDARD STALLS  
0 COMPACT STALLS  
22 STALLS SUB TOTAL  
2 DISABLED STALLS PROVIDED  
NEW 1 AUTO + 1 VAN STALLS  
24 TOTAL STALLS

OWNER / APPLICANT:  
SUNRISE AUTO VILLAGE LLC  
1950 Zinfandel Drive  
Rancho Cordova, Ca.  
email: mamini@global.net  
phone: (916) 390-5062

PREPARER:  
DEA Architecture  
509 Evening Breeze Court  
Roseville, Ca.  
email: dtne@aol.com  
phone: (916) 773-0827

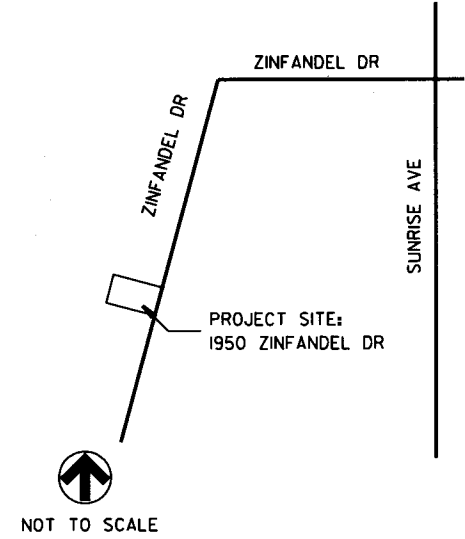


SITE PLAN



1" = 20'-0"

VICINITY MAP



BUILDING DATA

|                          |                                                                                                                                                        |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| ZONE:                    | CMU                                                                                                                                                    |
| OCCUPANCY TYPE:          | B / S-1                                                                                                                                                |
| CONSTRUCTION TYPE:       | TYPE VB                                                                                                                                                |
| BUILDING SIZE:           | SHOW ROOM 2,800 SF<br>SERVICE SHOP 3,220 SF<br>SALES OFFICES 680 SF<br>TOTAL AREA 7,400 SF                                                             |
| LOT COVERAGE:            | 11.6%                                                                                                                                                  |
| APPLICABLE CODES:        | 2016 CBC<br>2016 CALIFORNIA BUILDING CODE<br>2016 CALIFORNIA GREEN CODE<br>2016 CALIFORNIA ENERGY CODE<br>2016 CMC<br>2016 CPC<br>2016 CEC<br>2016 CFC |
| FLOOR LOAD:              | 40 PSF                                                                                                                                                 |
| ROOF LOAD:               | 20 PSF                                                                                                                                                 |
| GROUND SNOW LOAD:        | 0 PSF                                                                                                                                                  |
| BASIC WIND SPEED:        | 110 MPH                                                                                                                                                |
| WIND EXPOSURE:           | C                                                                                                                                                      |
| SEISMIC DESIGN CATAGORY: | D                                                                                                                                                      |
| SITE CLASS               | D                                                                                                                                                      |

SHEET INDEX

|       |                                           |
|-------|-------------------------------------------|
| A-1   | SITE PLAN, VICINITY MAP AND BUILDING DATA |
| A-2   | FLOOR PLAN                                |
| A-3   | ROOF PLAN                                 |
| A-4   | EXTERIOR ELEVATIONS                       |
| A-5   | EXTERIOR ELEVATIONS                       |
| A-6   | ACCESSIBILITY SITE PLAN                   |
| A-7   | GRADING PLAN                              |
| A-8   | UTILITY PLAN                              |
| A-9   | LIGHTING SITE PLAN                        |
| A-9.1 | PHOTOMETRIC PLAN                          |
| A-10  | LANDSCAPE SITE PLAN                       |
| A-11  | LANDSCAPE DETAILS                         |
| A-12  | VEHICLE DISPLAY LAYOUT                    |

SCOPE OF WORK

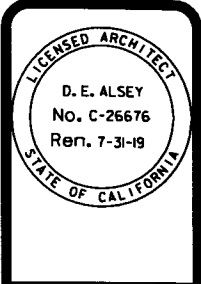
CONSTRUCT NEW 7,400 SF AUTOMOTIVE DEALERSHIP UTILIZING AN EXISTING CONCRETE SLAB. EXISTING PARKING LOT TO BE RESURFACED, EXISTING CONTOURS AND SITE DRAINAGE TO REMAIN AS IS. NEW LANDSCAPING TO BE INSTALLED AND IRRIGATION LINES REPLACED.

DEA Architecture  
509 Evening Breeze Court  
Roseville California  
(916) 773-0827  
email: dtne@aol.com

Sunrise Auto Village  
1950 Zinfandel Drive  
Rancho Cordova, Ca.  
APN: 058-0261-039-0000

|                   |
|-------------------|
| DRAWN<br>DEA      |
| CHECKED           |
| DATE<br>09-01-17  |
| SCALE<br>AS NOTED |
| SHEET             |

|          |
|----------|
| 05-01-17 |
| 05-11-17 |
| 05-15-17 |
| 08-28-17 |
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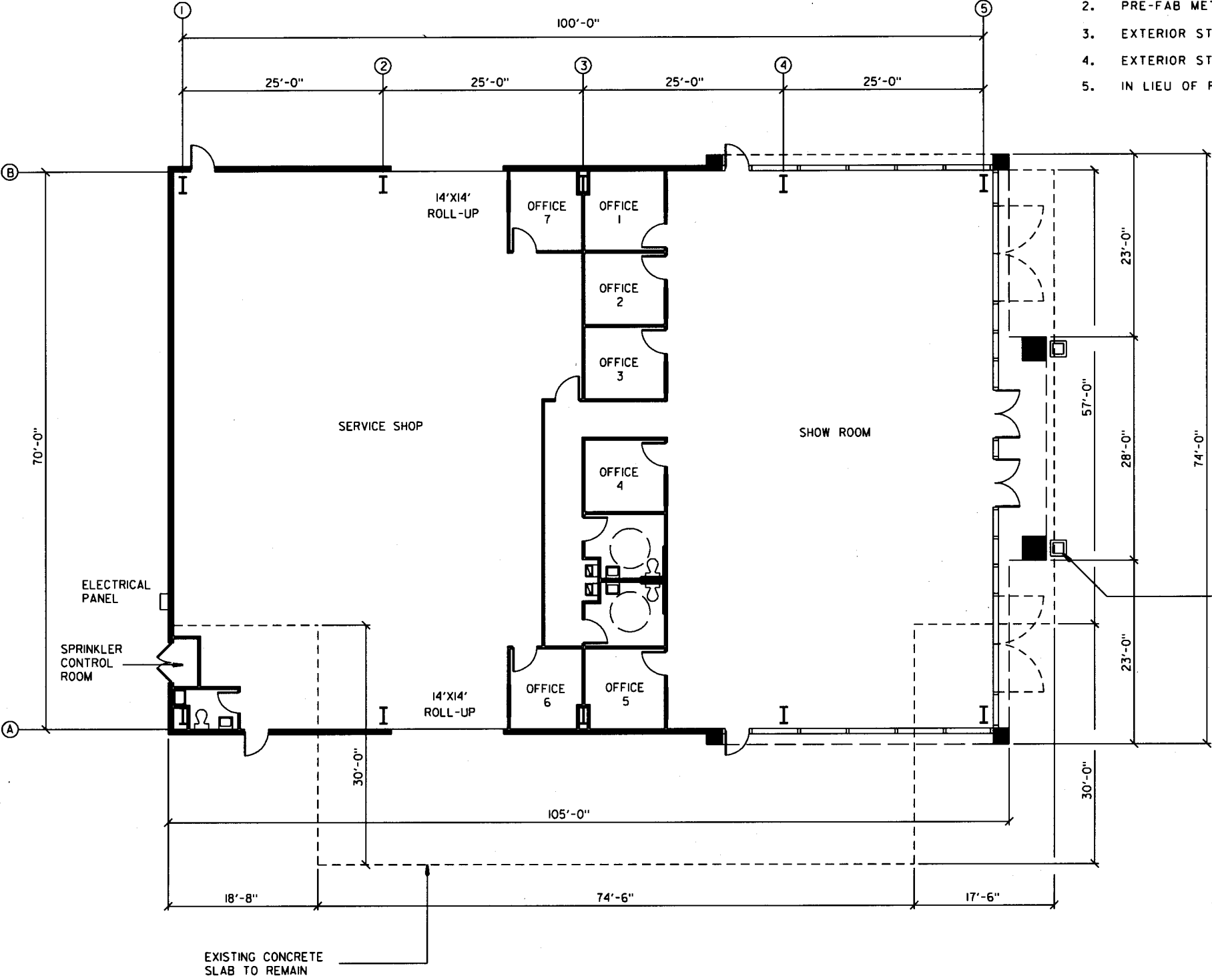
**DEA Architecture**  
509 Evening Breeze Court  
Roseville California  
(916) 773-0827  
email: dtne@aol.com

Automotive Dealership:  
**Sunrise Auto Village**  
1950 Zinfandel Drive  
Rancho Cordova, Ca.  
APN: 058-0261-039-0000

|                   |
|-------------------|
| DRAWN<br>DEA      |
| CHECKED           |
| DATE<br>09-01-17  |
| SCALE<br>AS NOTED |
| SHEET             |

WALL NOTES

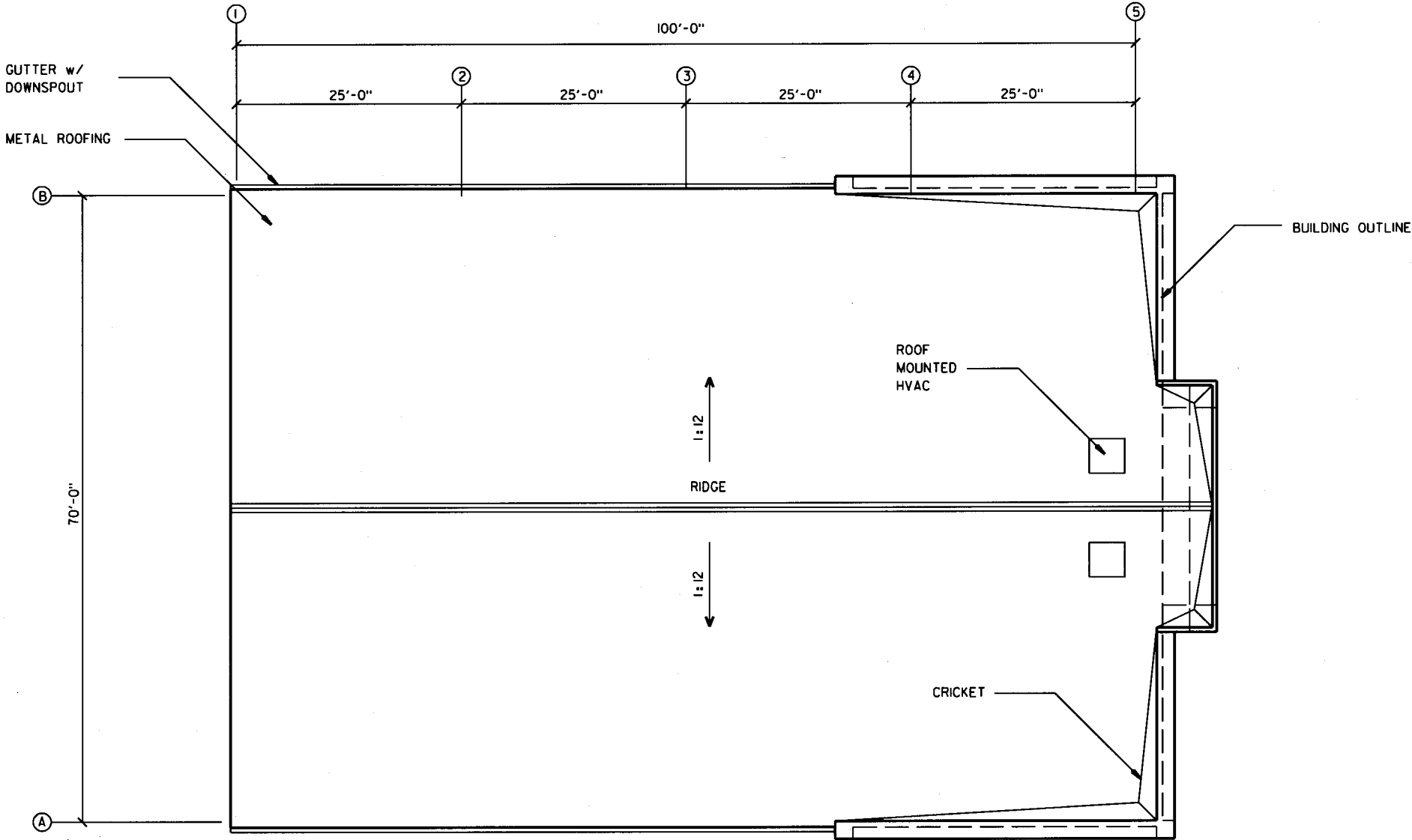
- 1. INTERIOR WALLS TO BE METAL STUD w/ GYP BRD.
- 2. PRE-FAB METAL BLDG. w/EXTERIOR INSULATED METAL PANELS.
- 3. EXTERIOR STOREFRONT GLASS WINDOW WALLS.
- 4. EXTERIOR STOREFRONT FACADE w/ WOOD FRAMING AND STUCCO FINISH.
- 5. IN LIEU OF PRE-FAB METAL BLDG. SPLIT FACE CMU BUILDING WITH STEEL TRUSSES.



|                      |           |
|----------------------|-----------|
| SHOW ROOM            | 40' x 70' |
| SERVICE SHOP         | 46' x 70' |
| SALES OFFICE 1, 5    | 10' x 10' |
| SALES OFFICE 2, 3, 4 | 9' x 10'  |
| PUBLIC REST ROOM     | 8' x 8'   |
| SHOP OFFICE 6, 7     | 9' x 10'  |
| SHOP REST ROOM       | 5' x 8'   |

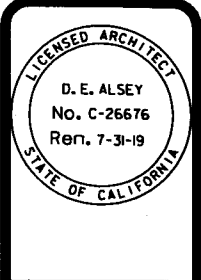
2' x 2' PLANTER BOX,  
TYP OF 2

**FLOOR PLAN**  
FLOOR AREA: 7,400 SF  
1/8" = 1'-0"



**ROOF PLAN**   
1/8" = 1'-0"

|          |
|----------|
| 05-11-17 |
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|          |
|          |



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email: dtne@aol.com

Automotive Dealership:  
**Sunrise Auto Village**  
1950 Zinfandel Drive  
Rancho Cordova, Ca.  
APN: 058-0261-039-0000

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| DRAWN<br>DEA      |
| CHECKED           |
| DATE<br>09-01-17  |
| SCALE<br>AS NOTED |
| SHEET             |

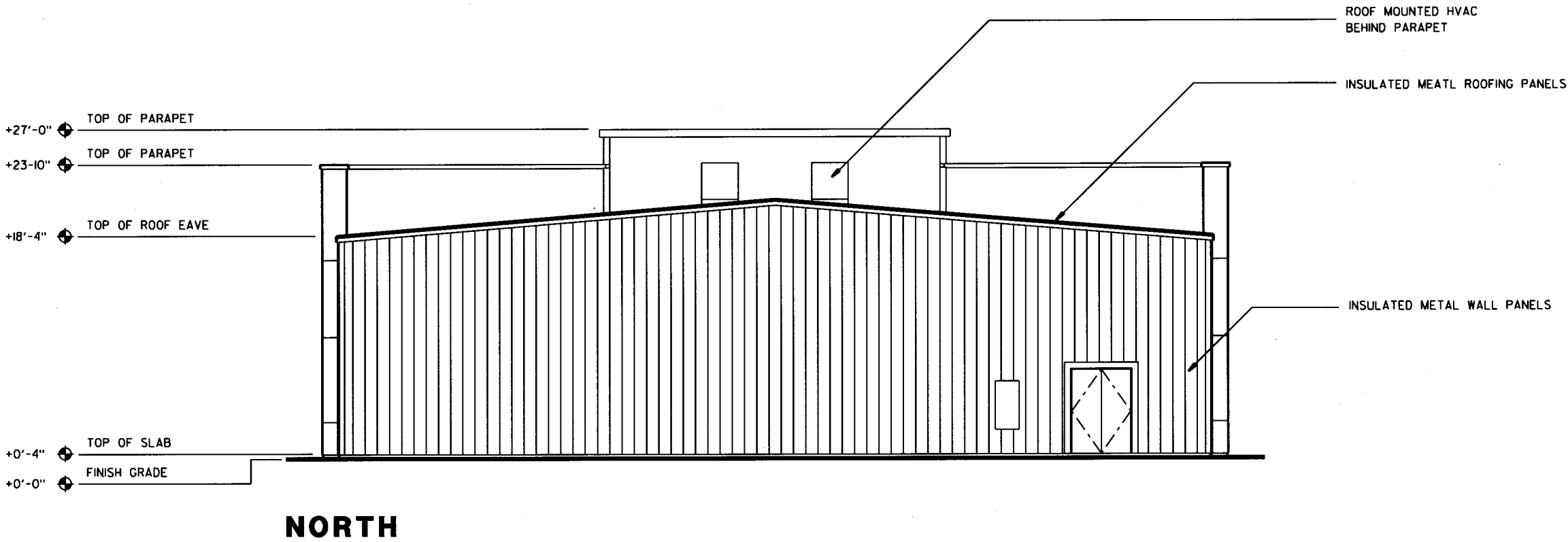


PARAPET TRIM FLASHING  
METAL REVEAL  
LOGO BACKGROUND

FRONT ENTRY PORTAL  
ROLL-UP DOORS  
HOLLOW METAL MAN DOORS

METAL ROOFING PANELS  
METAL SIDING PANELS  
CEMENT PLASTER SIDE FACADE


$$3/16'' = 1'-0''$$



**ICI #451, TALL TREES:**  
PARAPET TRIM FLASHING  
METAL REVEAL  
LOGO BACKGROUND

**ICI #464, BROWN BAG:**  
FRONT ENTRY PORTAL  
ROLL-UP DOORS  
HOLLOW METAL MAN DOORS

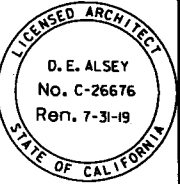
**ICI #739, ANTIQUE WHITE:**  
METAL ROOFING PANELS  
METAL SIDING PANELS  
CEMENT PLASTER SIDE FACADE



**EXTERIOR ELEVATIONS**

3/16" = 1'-0"

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| 05-21-17 |
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**DEA Architecture**  
509 Evening Breeze Court  
Roseville California  
(916) 773-0827  
email: dtne@aol.com

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**Sunrise Auto Village**  
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The diagram illustrates the required dimensions and components for a single wheelchair stall. Key dimensions include a minimum height of 18'-0" for the side wall, a minimum clear width of 8'-0" for the wheelchair, and a minimum clear depth of 9'-0" for the wheelchair. The stall is defined by a side wall (2), a rear wall (3), and a front wall (4). The rear wall must be at least 2'-0" high. The floor must be at least 18'-0" high. The stall is labeled "SINGLE STALL" and "MIN WHEELCHAIR".

Diagram illustrating the dimensions and components of a 3'-0" x 3'-0" sign:

- Overall dimensions: 3'-0" (width) and 3'-0" (height).
- Sign components:
  - WHITE PICTOGRAM (Wheelchair symbol)
  - BLUE BACKGROUND (Grid pattern)
  - WHITE BORDER 4" WIDE

## 2 ACCESSIBLE PARKING SURFACE IDENTIFICATION

1'-0"

6" MIN WIDE

1'-6" \* H

WHITE PICTOGRAM

BLUE BACKGROUND

WHITE BORDER

WHITE LETTERING \*\*

PARKING ONLY

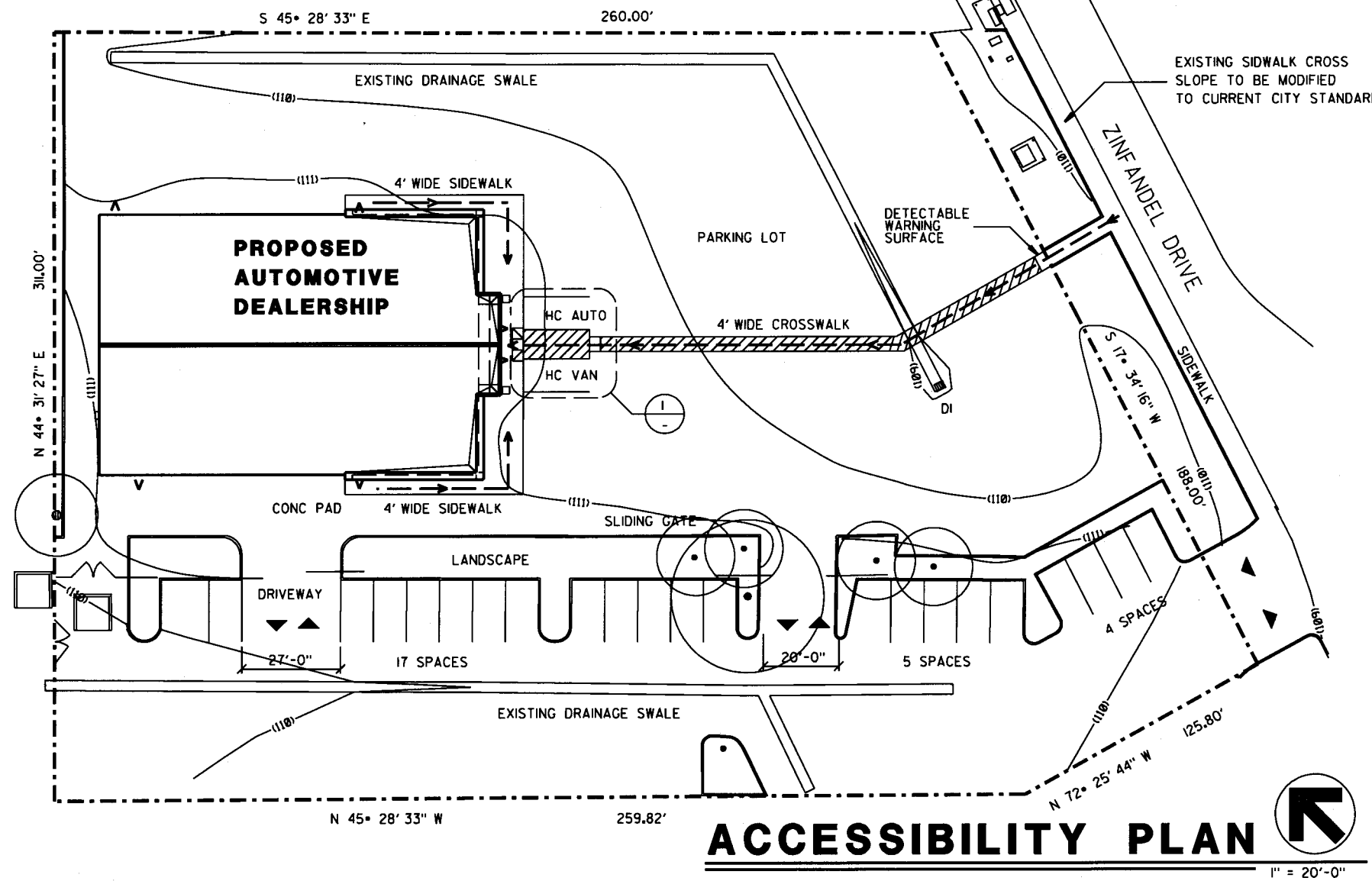
MINIMUM FINE \$250

6'-8" MIN ABV FIN GD REQ IF POLE MOUNTED

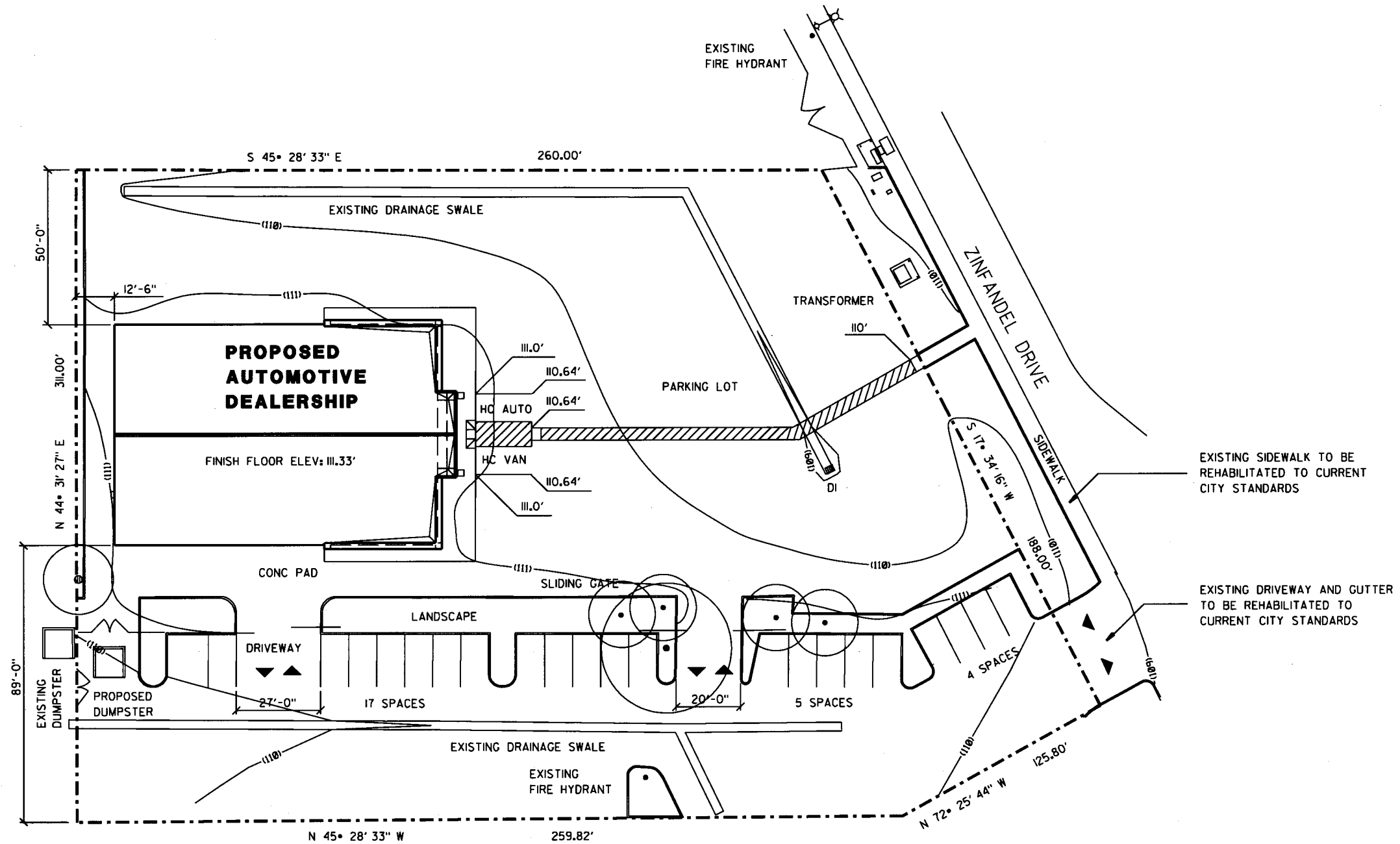
4'-0" ABV FIN GD RECOMMENDED IF WALL MOUNTED

\* Min area 70 sq in req  
 \*\* 2" min ht req for up to 10'-0"  
 mounting ht from baseline of  
 highest letter to fin gd.  
 3" min ht req for mounting ht over 10'-0".

1. The architect has verified that the entire is graded/paved to be fully compliant with the code accessibility requirements, including the maximum slope in any directions being 1.5% or less. Therefore, such site is construed to have accessible routes throughout the entire areas.
2. POT indicated on the site plan is the most practical and direct route between site arrival point and all exterior pedestrian doors at new Building. Exact location of POT must be field verified, relocated or reconfigured if needed.
3. POT indicated on the site plan is also the most practical and direct route between accessible parking and all exterior pedestrian doors at new Building. Exact location of POT must be field verified, relocated or reconfigured if needed.
4. POT must be Min. 50 inches wide with Min. 80 inches head clearance.
5. If any POT is less than 60 inches wide, then passing space at least 60 inches x 60 inches must be located at reasonable intervals not to exceed 200 feet.
6. Any POT with continuous gradients must have clear level area with Max. 2% slope in all directions at least 5 feet in length at intervals of 400 feet Max.
7. Except for any required clear level areas, POT may have Max. 5% slope in the direction of travel and Max. 2% cross slope.
8. POT may have Max. 1/2 inch level change with Max. 1:2 slope. Level change not exceeding 1/4 inch may be vertical. Any level change exceeding 1/2 inch or any slope in the direction of travel exceeding 5% must be accommodated by code-compliant curb ramp or ramp.
9. POT surface must be firm, stable, slip-resistant, w/o loose gravels, sand, chips, etc.
10. If any gratings are located in POT, grid openings in gratings must be limited to 1/2 inch in the direction of traffic flow.
11. Abrupt change in level exceeding 4 inches between POT and adjacent surfaces (excluding street and driveway) or features must be identified by Min. 6-inch high warning curb, or by a guard or handrail with a guide rail centered Min. 2 inches and Max. 4 inches above the surface of POT.
12. All Bldg. doors must have clear, unobstructed level areas on both sides with Max. 2.5% slope in any direction. Clear level area at door front approach in the direction of door swing must be Min. 60 inches deep x 60 inches wide (including Min. 24 inches pass door strike edge) on the exterior side of exterior door, and Min. 60 inches deep x 54 inches wide (including Min. 18 inches pass door strike edge) at other locations for single door, or Min 60 inches deep x double-door width for double doors.
13. Clear level area at door front approach in the direction opposite door swing must be Min. 48 inches deep x 36 inches wide, or Min. 48 inches deep x 48 inches wide (including Min. 12 inches pass door strike edge) if door has both latch and closer for single door, or Min 48 inches deep x double-door width for double doors.
14. Any level change at the doorway, including threshold thickness, must be Max. 1/2 inch W/Max. 1:2 slope. Any level change not exceeding 1/4 inch may be vertical.
15. Site vehicle swing gates must remain in open position during business hours to serve as site arrival point for pedestrian POT.







**NOTE**

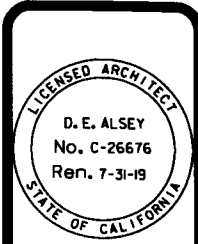
1. EXISTING CONTOURS AND STORM WATER DRAINAGE AND RETENTION TO REMAIN AS IS.
2. STORM WATER DRAINAGE AND RETENTION DURING CONSTRUCTION TO COMPLY WITH 2016 CALIFORNIA GREEN BUILDING STANDARD SECTION 4.106.2.
3. THE CONTRACTOR SHALL COMPLY WITH THE CITY OF RANCHO CORDOVA ADMINISTRATIVE AND TECHNICAL MANUAL FOR THE GRADING/EROSION AND SEDIMENT CONTROL. CONTRACTOR SHALL HAVE ALL APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES IN PLACE FOR THE WINTER MONTHS PRIOR TO OCTOBER 1 AND MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM.

**GRADING PLAN**



1" = 20'-0"

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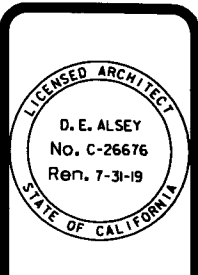


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Automotive Dealership:  
**Sunrise Auto Village**  
1950 Zinfandel Drive  
Rancho Cordova, Ca.  
APN: 058-0261-039-0000

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| DRAWN<br>DEA      |
| CHECKED           |
| DATE<br>09-01-17  |
| SCALE<br>AS NOTED |
| SHEET             |

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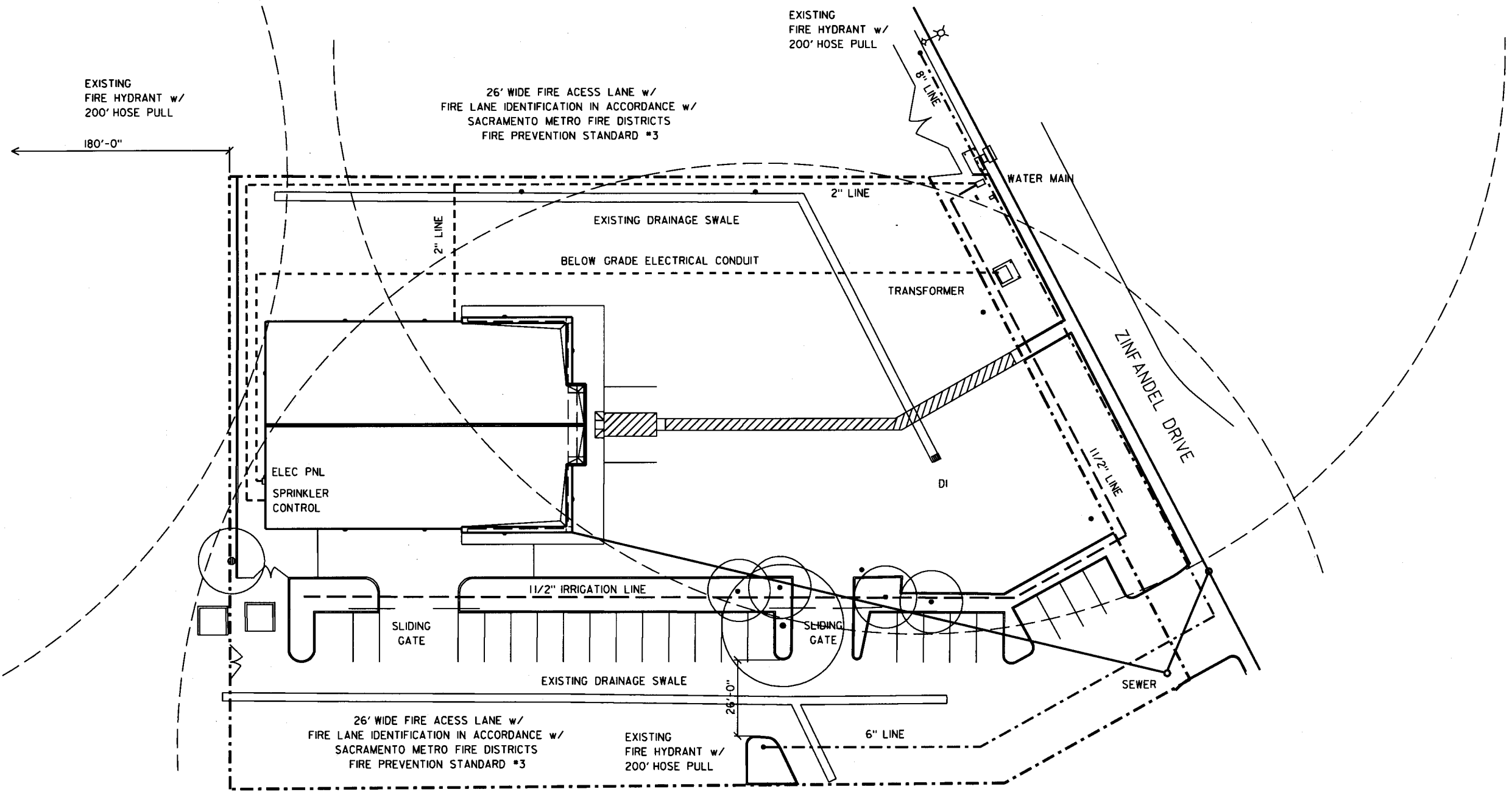


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| SHEET             |

AGENDA ITEM 13.1



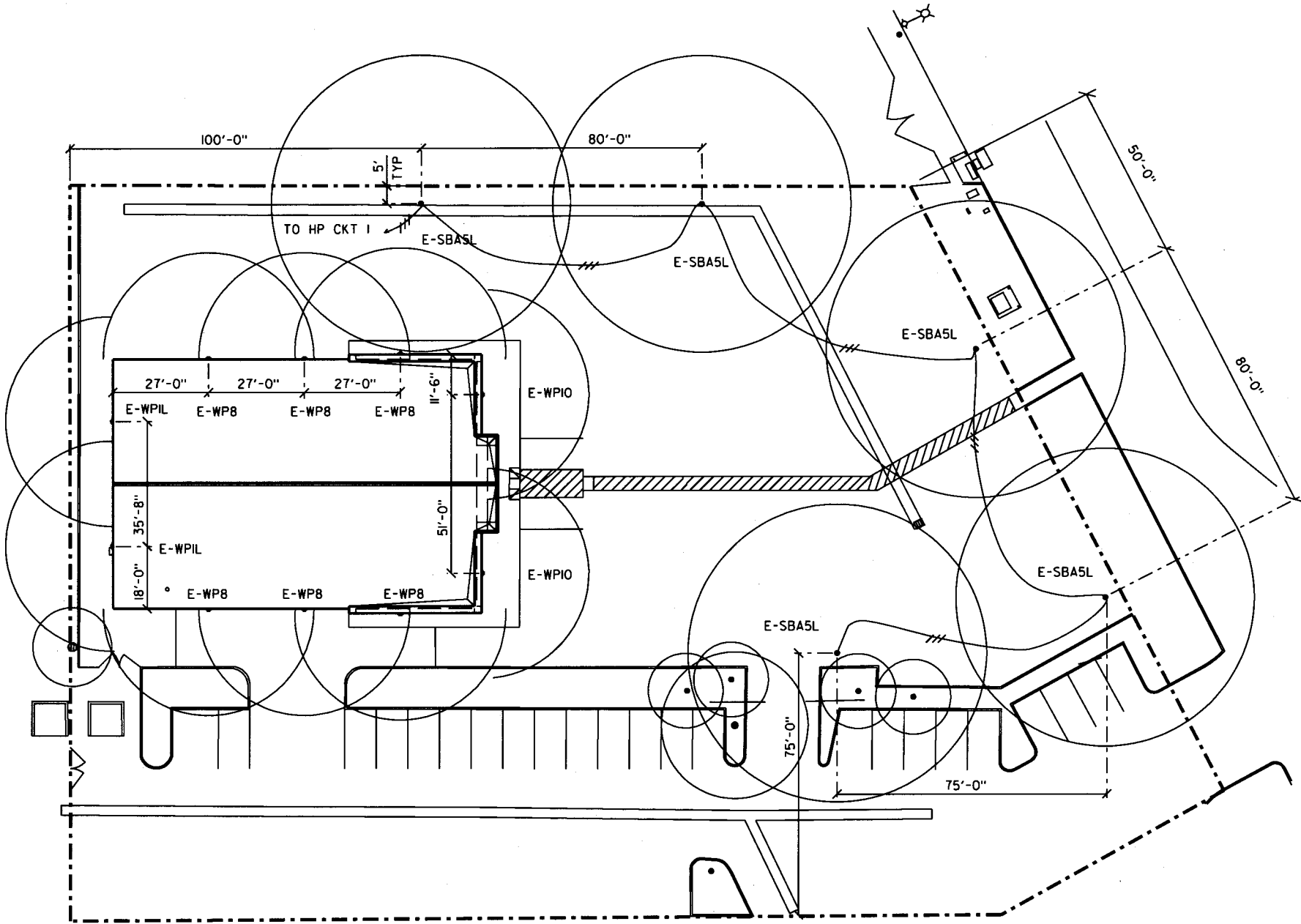
**NOTE**

1. ALL UTILITIES ARE EXISTING EXCEPT NEW WATER LINE FOR FIRE SPRINKLER SYSTEM.
2. FIRE ACCESS ROADWAYS SHALL BE BUILT TO BEAR MINIMUM OF 80,000 POUNDS AND MEET THE SACRAMENTO COUNTY PUBLIC WORKS STANDARDS FOR ROADWAYS.
3. THE MINIMUM REQUIRED FIRE FLOW IS 1,500 gpm AT A PRESSURE OF 20 psi FOR A TWO-HOUR DURATION.
4. ALL GATES TO HAVE KNOX BOX.

**UTILITY SITE PLAN**   
1" = 20'-0"



|               |             |             |             |
|---------------|-------------|-------------|-------------|
| E-SBA5L110NZ  | E-WPI0L08CZ | E-WPI021NZ  | E-WP805CZ   |
| 12,800 LUMENS | 9300 LUMENS | 1300 LUMENS | 3200 LUMENS |
| 119W LED      | 87W LED     | 20W LED     | 47W LED     |
| 15' HT        | 20' HT      | 20' HT      | 15' HT      |
| 85' DIA       | 85' DIA     | 30' DIA     | 30' DIA     |
| TYP OF 5      | TYP OF 2    | TYP OF 2    | TYP OF 6    |



**FRONT WALL S (2)**

**WALL PACK**  
SKU E-WP10L08CZ  
9300 LUMENS  
87W LED

**CANOPY LIGHT**  
SKU E-CCSLO3CW  
3600 LUMENS  
36W LED

**LED VAPOR TIGHT STRIP**  
SKU E-VW4LO4UCW  
4700 LUMENS  
48W LED

**CEILING LTS**

**LED TROFFERS 2X4 DROP IN LTS.**  
SKU E-TR24L2504U  
5500 LUMENS  
50W LED

**LED 4FT LINEAR SUSPENDED LIGHT**  
SKU E-LS4L1044U  
4300 LUMENS  
44W LED

**LED SHOEBOX-STYLE AREA LIGHT - TYPE V**  
SKU E-SBA5L110NZ  
12,800 LUMENS  
119W LED

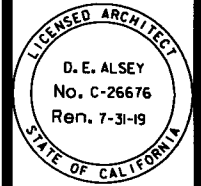
**BACK WALL N. WALL PACK (2)**  
SKU E-WP10L021NZ  
1300 LUMENS  
20W LED

**SIDES W & E WALL PACK (6)**  
SKU E-WP805CZ  
3200 LUMENS  
47W LED

**NOTE**  
1. LIGHT FIXTURES AND POLES TO BE BLACK.  
2. ALL LIGHT FIXTURES TO BE SHIELDED DOWNWARD.

**LIGHTING SITE PLAN**   
1" = 20'-0"

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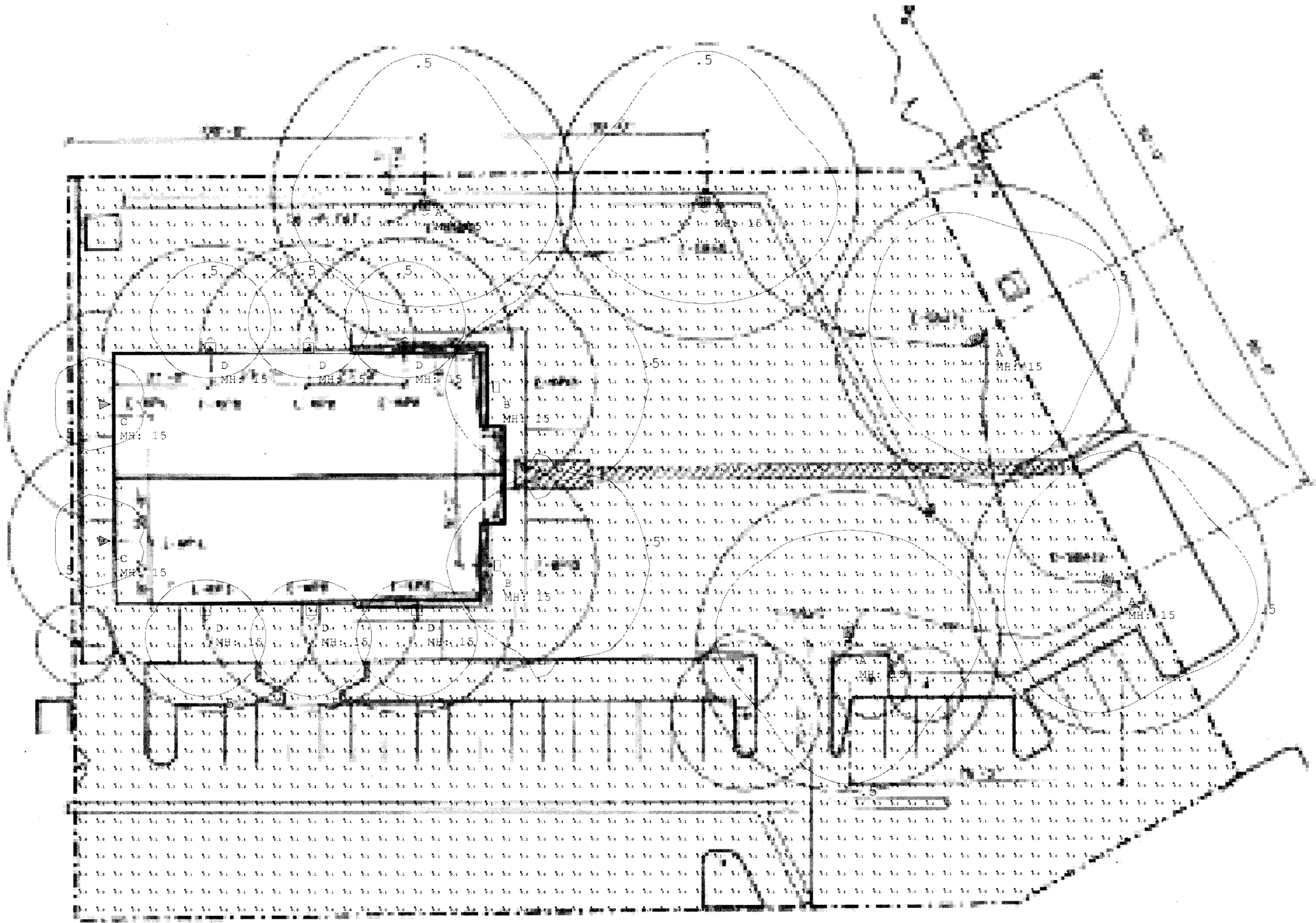
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| DESIGN<br>DEA     |
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| DATE<br>09-01-17  |
| SCALE<br>AS NOTED |
| SHEET             |

**A - 187**

| Luminaire Schedule |     |       |             |              |       |             |
|--------------------|-----|-------|-------------|--------------|-------|-------------|
| Symbol             | Qty | Label | Arrangement | Lumens/Lamp  | LLF   | Total Watts |
| 5                  | 5   | A     | SINGLE      | N.A.         | 1.000 | 598.65      |
| 2                  | 2   | B     | SINGLE      | N.A.         | 1.000 | 172.68      |
| 2                  | 2   | C     | SINGLE      | N.A.         | 1.000 | 40.3        |
| 6                  | 6   | D     | SINGLE      | N.A.         | 1.000 | 274.56      |
|                    |     |       |             | Description  |       |             |
|                    |     |       |             | E-SBA3L110NZ |       |             |
|                    |     |       |             | E-WP10L08CZ  |       |             |
|                    |     |       |             | E-WP1L021NZ  |       |             |
|                    |     |       |             | E-WP8L05NZ   |       |             |

| Calculation Summary |      |      |     |         |         |
|---------------------|------|------|-----|---------|---------|
| Label               | Avg  | Max  | Min | Avg/Min | Max/Min |
| CalcPis             | 1.59 | 22.4 | 0.0 | N.A.    | N.A.    |

Fixture Mounting Height: 15' AFG  
Pole Mounted: 15' AFG  
(5) E-PS4E15C1 (15' X 4" X .120" POLE)  
Proposed Poles Meet 100 MPH Sustained Winds.  
Additional Required Equipment:  
(5) E-ACESB (MOUNTING ARM)  
\*\*\*Customer to verify Color, Mounting, Fixture Location and Voltage prior to ordering.\*\*\*



9.1



1501 96th Street  
Sturtevant, Wisconsin 53177  
PH: (888) 243-9445  
FX: (262) 504-5409  
www.e-conolight.com

Customer responsible to verify existing infrastructure, including existing prior to placing order.

Date: 8/14/2017    Scale: 1"=16'    Layout by: CHRIS BOSANEC

Project Name: SUNRISE AUTO VILLAGE    Salesforce: 25380

Filename: V:\Common\Eng\OUT\170814EC1CJB.AGI

Footcandle calculated at grade using mean lumen values

Illustration results shown on this lighting design are based on project parameters provided to E-conolight and in conjunction with luminaire test procedures conducted under laboratory conditions. Actual project conditions differing from these design parameters may affect field results. The customer is responsible for verifying dimensional accuracy along with compliance with any applicable electrical, lighting, or energy code.



1. IRRIGATION WATER LINE IS EXISTING WITH NEW DRIP IRRIGATION SYSTEM.
2. ALL LANDSCAPE PLANTERS ARE EXISTING.
3. SEE SHEET A-II FOR PLANT LIST.

## LANDSCAPE PLAN



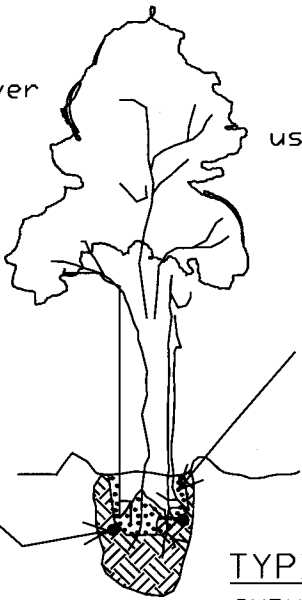
$I'' = 20'-0''$

PLANT LIST

- 5) Cupressus Sempervirens "Tiny Towers" 10 - 15 gallons
- Compact Italian Cypress (25'-30' tall) 10 - 15 gallons
- 9) Loropetclum Chinensis "Fire Daner" 6 - 5 gallons
- Chinese Fringe flower (burgundy leaf/red pink bloom)(prime to 5 tall) Round
- 10) Rose Floribunda " Iceberg" 9-5 gallons
- White Iceburg Roses (4-5' tall, repeat bloom) prime 1/3 in January)
- 12) Roses Carpet Scar leaf (Orange red) 9-1 gallons (S)
- Carpet Roses large 2" bloom 3 tall x 4'wide
- 26) Pistasis Chinensis " Keith Davey" 3-15 gallons
- Chinese Pistache (to 40'-50' tall) deciduous

Should still see block sandy soil  
of original root ball, do not cover  
top of root ball any clay soil  
set top of root ball at  
same level  
as surrounding soil level.

Add slow release fertilizer  
tablets, Agriform Best tabs:  
all purpacc 16-16-16



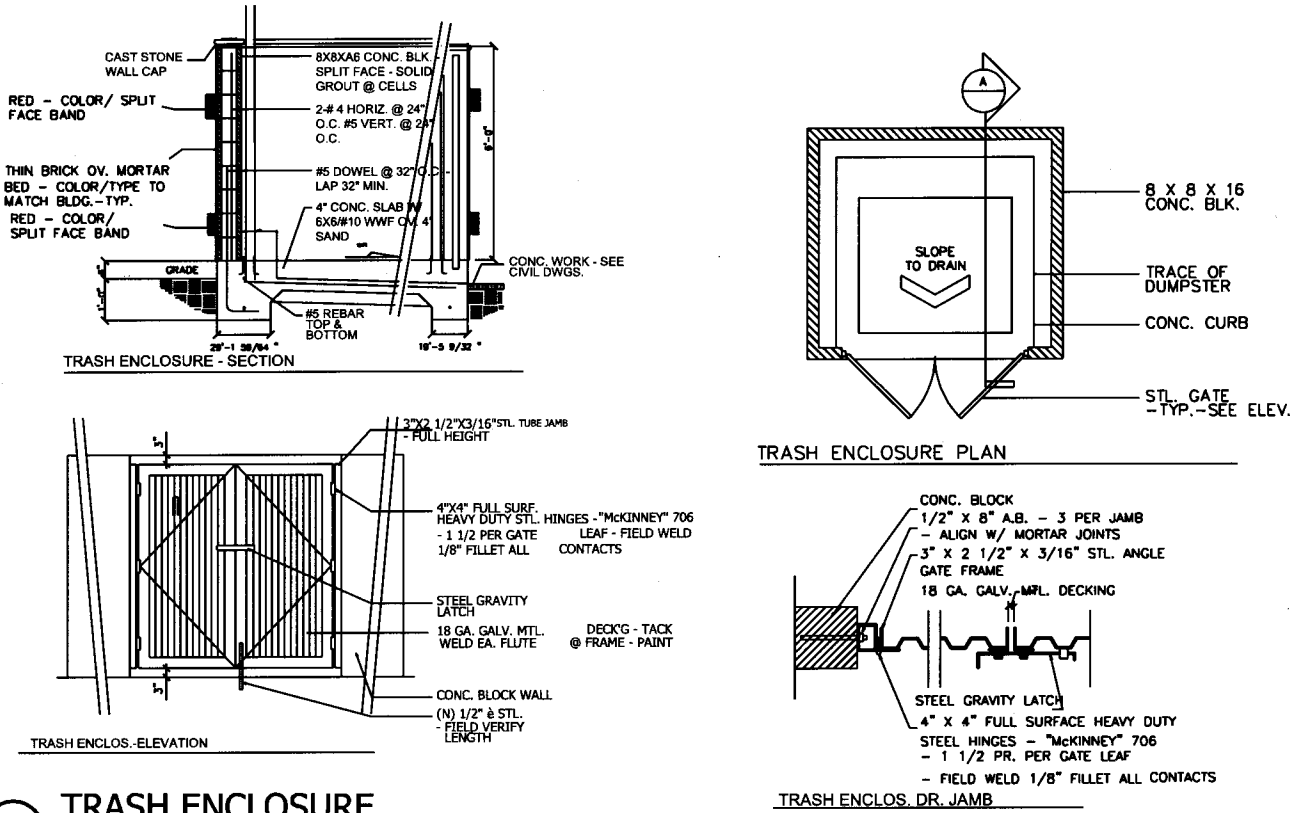
use (2) 2"x10' lodgepole stakes  
and flexible rubber/plastic ties  
if stakes are needed  
Dig hole 4 times width of root ball  
for trees, and 3 times the width  
for shrubs  
mix in 302 volume of organic  
compost into backfill

TYPICAL TREE DETAIL  
SHRUB DETAIL SIMILAR

NOTES

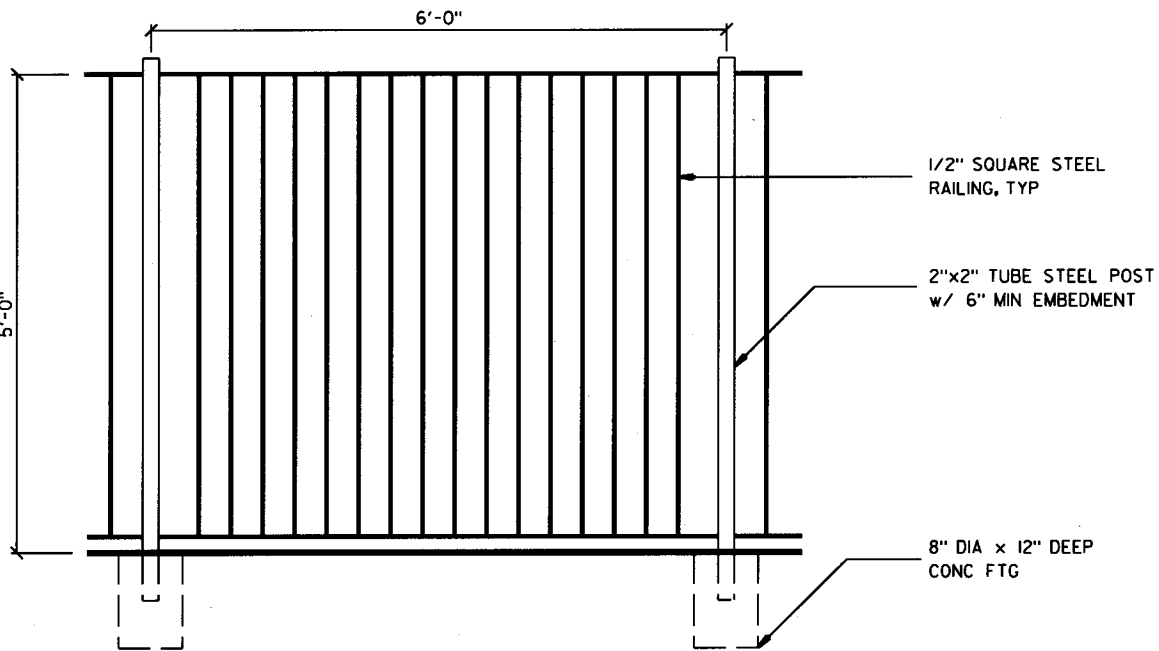
- 1. APPLY A PRE-EMERGENT TO PLANTING AREAS PRIOR TO PLANTING.
- 2. PROVIDE ROOT BARRIER AT ALL PROPOSED TREES THAT ARE WITHIN 5' OF ANY PAVEMENT/HARDSCAPE.
- 3. CONTRACTOR SHALL MAINTAIN A 10' MINIMUM CLEARANCE FROM ALL UTILITY POLES.

LANDSCAPE DETAILS



1 TRASH ENCLOSURE

NOT TO SCALE



ALL STEEL TO BE PAINTED BLACK

2 WROUGHT IRON FENCE

1" = 1'-0"

06-20-17  
08-28-17

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APN: 058-0261-039-0000

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DATE  
09-01-17

SCALE  
AS NOTED

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A-1061

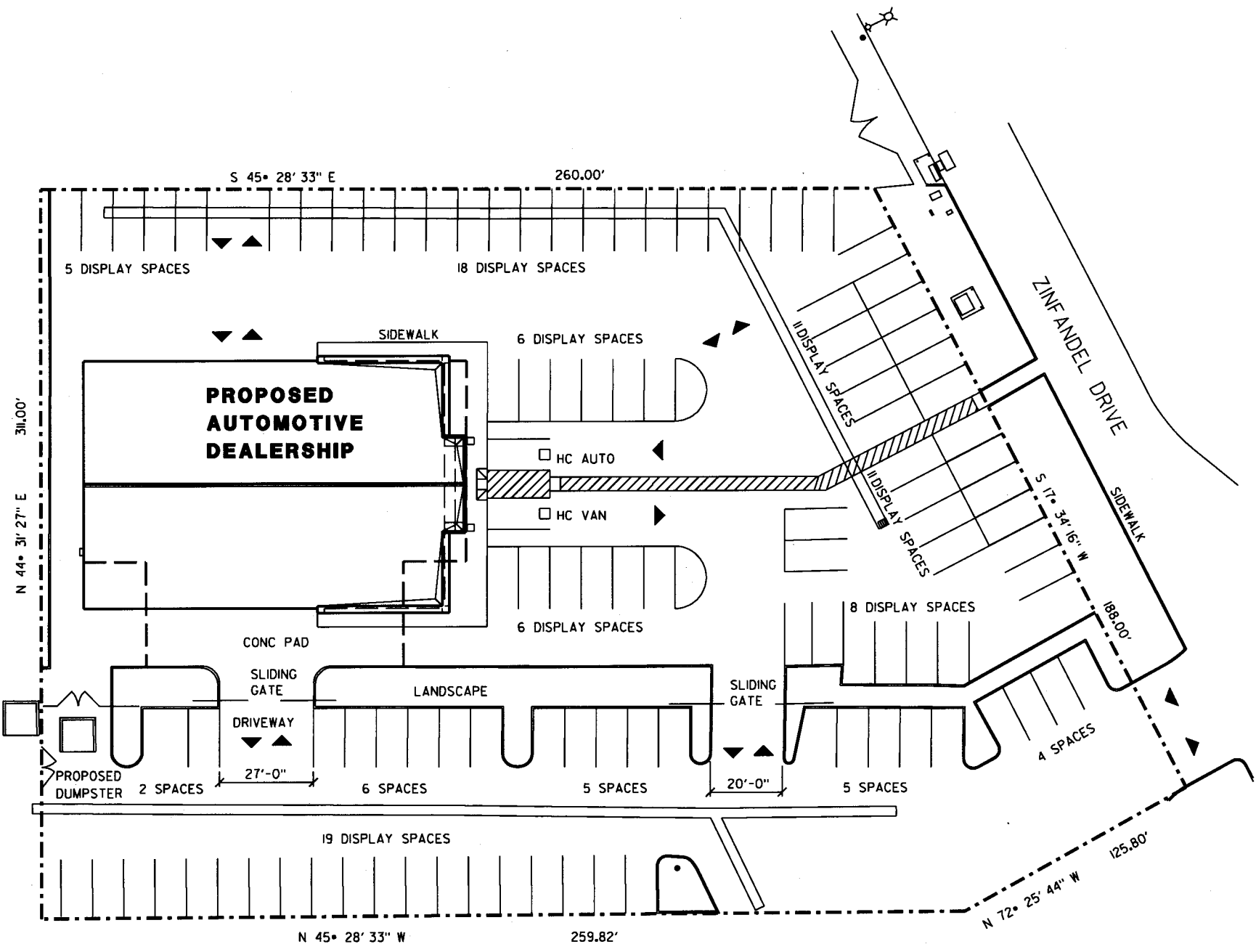
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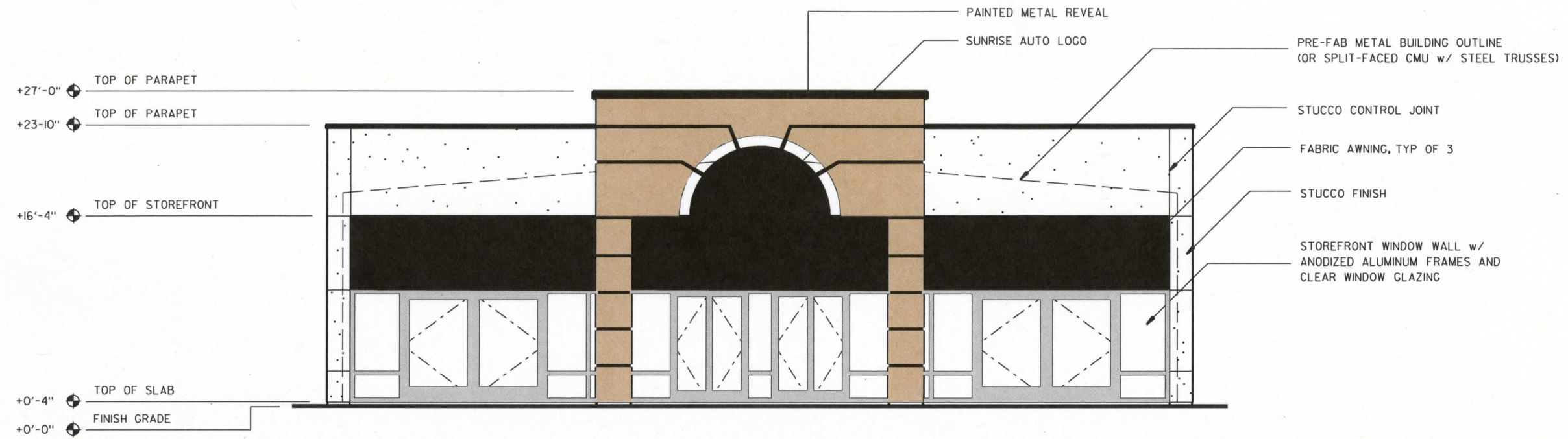


PARKING:  
22 STANDARD STALLS  
2 DISABLED STALLS PROVIDED  
NEW 1 AUTO + 1 VAN STALLS  
24 TOTAL STALLS

VEHICLE DISPLAY:  
9' x 18' DISPLAY SPACE  
84 TOTAL SPACES

**VEHICLE DISPLAY LAYOUT**   
1" = 20'-0"





**SOUTH**

**ICI #451, TALL TREES:**

PARAPET TRIM FLASHING  
METAL REVEAL  
LOGO BACKGROUND

**ICI #464, BROWN BAG:**

FRONT ENTRY PORTAL  
ROLL-UP DOORS  
HOLLOW METAL MAN DOORS

**ICI #739, ANTIQUE WHITE:**

METAL ROOFING PANELS  
METAL SIDING PANELS  
CEMENT PLASTER SIDE FACADE

ROOF MOUNTED HVAC  
BEHIND PARAPET

INSULATED METAL  
ROOFING PANELS

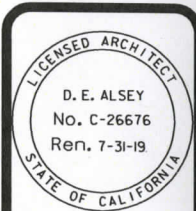
INSULATED METAL  
WALL PANELS

**WEST**

**EXTERIOR ELEVATIONS**

3/16" = 1'-0"

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**DEA Architecture**

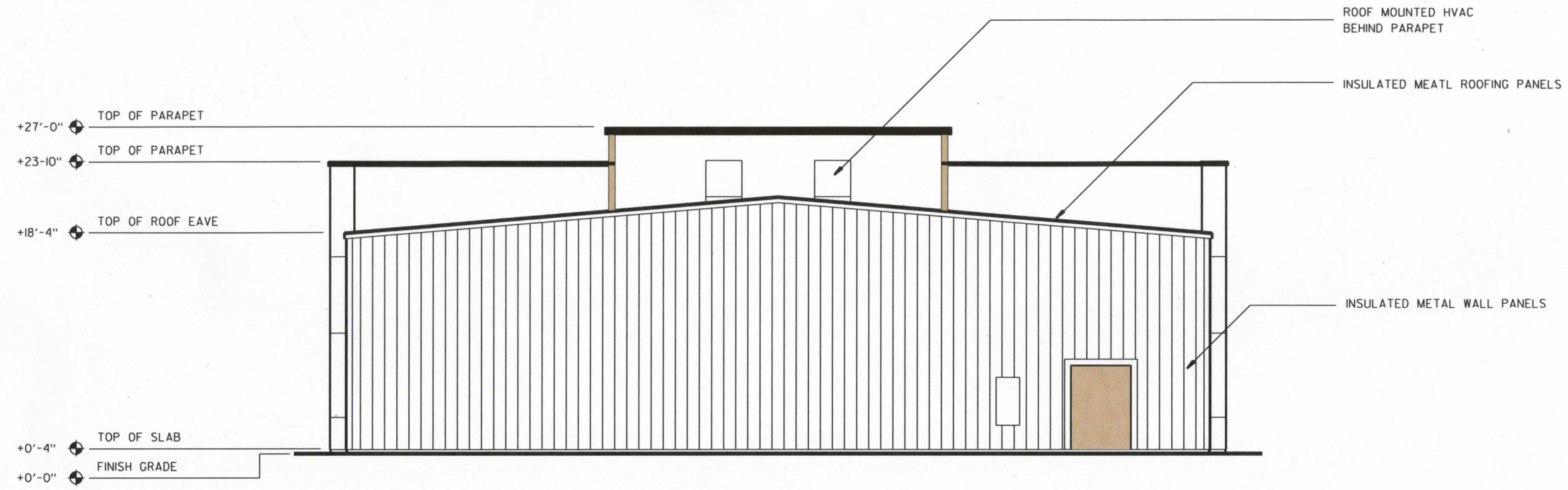
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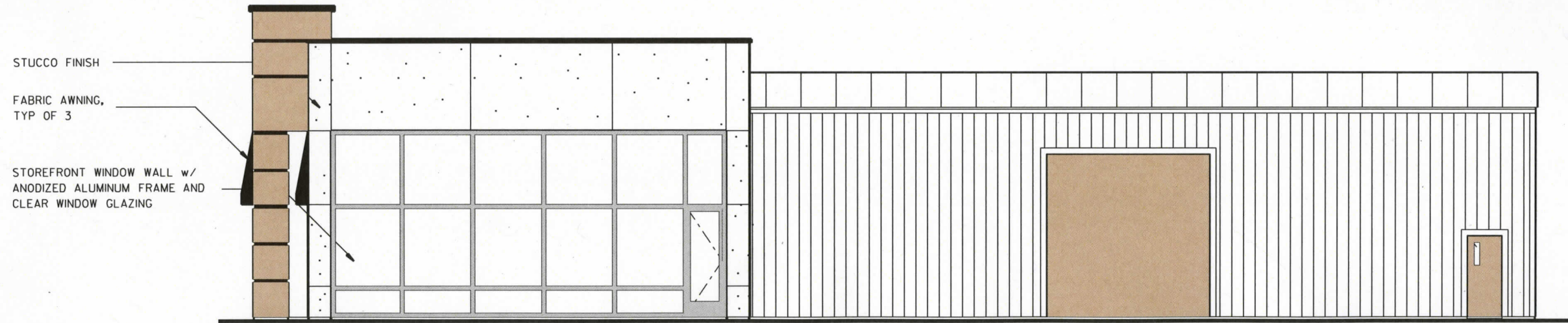
NORTH

- ICI #451, TALL TREES:**

  - PARAPET TRIM FLASHING
  - METAL REVEAL
  - LOGO BACKGROUND
- ICI #464, BROWN BAG:**

  - FRONT ENTRY PORTAL
  - ROLL-UP DOORS
  - HOLLOW METAL MAN DOORS
- ICI #739, ANTIQUE WHITE:**

  - METAL ROOFING PANELS
  - METAL SIDING PANELS
  - CEMENT PLASTER SIDE FACADE

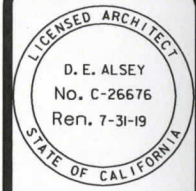


EAST

EXTERIOR ELEVATIONS

3/16" = 1'-0"

AGENDA ITEM 13.1



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|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <u>Category</u>     | <u>Timing/<br/>Implementation</u> | <u>Enforcement/<br/>Monitoring</u>     | <u>Verification</u><br>(date<br>&<br>Signature) |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------|----------------------------------------|-------------------------------------------------|
| <b>General Conditions</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                     |                                   |                                        |                                                 |
| 1.                        | The approved entitlement is for a Major Design Review for a 7,400 square foot building for Auto Sales with incidental vehicle services at 1950 Zinfandel Drive (APN: 058-0261-039-0000) as described in the City Council staff report and Resolution 150-2017 dated December 18, 2017 and project plans ( <b>Exhibit A</b> ) with the conditions herein, for project number DD9715.                                                                                                                                  | Project Description | On-Going                          | Planning                               |                                                 |
| 2.                        | The Applicant/Property Owner shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.                                                      | General             | On-Going                          | Planning                               |                                                 |
| 3.                        | Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body. | General             | On-Going                          | Planning/<br>Building<br>/Public Works |                                                 |
| 4.                        | Applicant/Property Owner shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at <a href="mailto:billings@cityoffranchocordova.org">billings@cityoffranchocordova.org</a> for the status of your account with the City.                      | General             | On-Going                          | Finance                                |                                                 |



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <u>Category</u> | <u>Timing/<br/>Implementation</u> | <u>Enforcement/<br/>Monitoring</u> | <u>Verification</u><br>(date<br>&<br>Signature) |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|------------------------------------|-------------------------------------------------|
| 5. | Signage is not approved with this permit. All signage shall comply with the City of Rancho Cordova Zoning Code.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Signage         | On-Going                          | Planning                           |                                                 |
| 6. | <p>Parking lot lighting shall conform to the requirements of Chapter 23.725 of the Rancho Cordova Zoning Code.</p> <ul style="list-style-type: none"> <li>Nuisance Prevention: All outdoor lighting shall be designed, located, installed, directed downward or toward structures, shielded, and maintained in order to prevent glare, light trespass, and light pollution</li> <li>Maintenance: Fixtures and lighting shall be maintained in good working order and in a manner that serves the original design intent.</li> <li>Shielding: All outdoor lighting shall be constructed with full shielding and/or recessed to reduce light trespass to adjoining properties. Each fixture shall be directed downward and away from adjoining properties and public rights-of-way, so that no light fixture directly illuminates an area outside of the site.</li> <li>Maximum height of freestanding outdoor light fixtures. The maximum height of freestanding outdoor light fixtures shall be 24 feet. Height shall be measured from the finish grade, inclusive of the pedestal, to top of the fixture.</li> <li>Energy-Efficient Fixtures Required. Outdoor lighting shall utilize energy-efficient (high pressure sodium, metal halide, low pressure sodium, hard-wired compact fluorescent, or other lighting technology that is of equal or greater efficiency) fixtures and lamps. All new outdoor lighting fixtures shall be energy-efficient with a rated average bulb life of not less than 10,000 hours</li> </ul> | Lighting        | On-Going                          | Planning                           |                                                 |

# FINAL- Conditions of Approval

# EXHIBIT B

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <u>Category</u>     | <u>Timing/<br/>Implementation</u>              | <u>Enforcement/<br/>Monitoring</u> | <u>Verification</u><br>(date<br>&<br>Signature) |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------|------------------------------------|-------------------------------------------------|
| 7.  | Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element and RCMC 6.68.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Construction        | On-Going                                       | Planning/<br>Building              |                                                 |
| 8.  | In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed. | Construction        | Prior to<br>Issuance of<br>Building<br>Permits | Planning/<br>Building              |                                                 |
| 9.  | Applicant/Property Owner shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Construction        | On-Going                                       | Planning/<br>Public Works          |                                                 |
| 10. | <p>A noise assessment was completed for the vehicle service portion of the project. Below are the additional Conditions to be followed at all times.</p> <ul style="list-style-type: none"> <li>All vehicle services shall be conducted completely within the enclosed workshop at all times. No work shall be completed directly in the roll-up door openings.</li> <li>Use wall panels with some R-Value (assessment completed with no R-Value) to further ensure sound levels at the property lines remain below the City's maximum noise limit.</li> <li>Install a CMU wall along the KinderCare property line that</li> </ul>                                                                                       | Noise<br>Mitigation | On-Going                                       | Planning/<br>Code<br>Enforcement   |                                                 |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <u>Category</u> | <u>Timing/<br/>Implementation</u> | <u>Enforcement/<br/>Monitoring</u> | <u>Verification</u><br>(date<br>&<br>Signature) |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|------------------------------------|-------------------------------------------------|
|     | <p>has a STC rating of at least 47.</p> <ul style="list-style-type: none"> <li>• Install overhead doors with STC rating of at least 20 and ensure the door on the Summerset Senior Living side of the facility is closed during the performance of noise hazardous activities (e.g. those resulting in sound levels 90dB or greater)</li> <li>• Work with the construction contractor to ensure construction of the facility is “tight” with no gaps at roof/wall, wall/wall, or other joints/seams where sound may escape the structure.</li> <li>• Contract a vendor to conduct a follow-up noise assessment of operations once the facility is constructed and workshop activities are performed.</li> </ul> |                 |                                   |                                    |                                                 |
| 11. | SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs.                                                                                                                                                                                                                                                                                                                                                                                                                                          | Utilities       | On-Going                          | SMUD                               |                                                 |
| 12. | <p>The Applicant/Property Owner shall comply with SMUD siting requirements (e.g. panel size/location, clearances from SMUD equipment, transformer location, and service conductors). Information regarding SMUD siting requirements can be found at</p> <p><a href="https://www.smud.org/en/business/customer-service/support-and-services/design-construction-services.htm">https://www.smud.org/en/business/customer-service/support-and-services/design-construction-services.htm</a>.</p>                                                                                                                                                                                                                   | Utilities       | On-Going                          | SMUD                               |                                                 |
| 13. | Any necessary future SMUD Facilities located on the Applicant's/Property Owner's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's/Property Owner's property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Utilities       | On-Going                          | SMUD                               |                                                 |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>Category</u> | <u>Timing/<br/>Implementation</u>     | <u>Enforcement/<br/>Monitoring</u> | <u>Verification</u><br>(date<br>&<br>Signature) |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------|------------------------------------|-------------------------------------------------|
| 14.                                          | Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | General         | On-Going                              | Public Works                       |                                                 |
| <b>Prior to Issuance of Building Permits</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                       |                                    |                                                 |
| 15.                                          | In the event the Applicant/Property Owner requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant/Property Owner shall coordinate with SMUD. The Applicant/Property Owner shall be responsible for the cost of relocation or removal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Construction    | Prior to Issuance of Building Permits | SMUD                               |                                                 |
| 16.                                          | The Applicant/Property Owner shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant/Property Owner shall verify specific clearance requirements for other utilities (e.g. Gas, Telephone, etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Construction    | Prior to issuance of Building Permits | SMUD                               |                                                 |
| 17.                                          | <p>The following are Conditions of Approval for Sacramento Area Sewer District:</p> <ul style="list-style-type: none"> <li>SASD Design Standards apply to any onsite and offsite sewer construction. Field modifications to new or existing precast manhole bases are not allowed.</li> <li>SASD requires each parcel with a sewage source to have a separate connection to the public sewer system. Therefore, future construction of buildings or sewer sources on the resultant parcels will require additional sewer service laterals.</li> <li>SASD requires their sewers to be located a minimum of 10 feet from all potable water lines. Separation of sewer line from other parallel utilities, such as storm drain and other 'dry' utilities must be a minimum of 7 feet. Any deviation</li> </ul> | Sewer           | Prior to issuance of Building Permits | SASD                               |                                                 |

# FINAL- Conditions of Approval

# EXHIBIT B

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <u>Category</u> | <u>Timing/<br/>Implementation</u>     | <u>Enforcement/<br/>Monitoring</u> | <u>Verification</u><br>(date<br>&<br>Signature) |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------|------------------------------------|-------------------------------------------------|
|     | <p>from the above separation due to depth and roadway width must be approved by SASD on a case by case basis. During the submission of the improvement plans, the applicant has to demonstrate this condition is met.</p> <ul style="list-style-type: none"> <li>SASD and Regional San may require additional sewer impact fee payments in accordance with the District's Ordinances. Fees are paid prior to the issuance of building permits. The applicant should contact Permit Services Unit at (916) 876-6100 for sewer impact fee information.</li> </ul>                                                |                 |                                       |                                    |                                                 |
| 18. | Bicycle Parking (short and long term) shall be installed in accordance with RCMC 23.719.115. All parking shall be located near main entrances and not impede onsite automobile and pedestrian access. The final design and location will be review and approved by the Planning Department.                                                                                                                                                                                                                                                                                                                    | Bicycle Parking | Prior to Issuance of Building Permits | Planning                           |                                                 |
| 19. | Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Department.                                                                                                                                                                                                                                                                                                                                                                                                                            | Architectural   | Prior to Issuance of Building Permits | Planning                           |                                                 |
| 20. | Construction plans must include all windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site, Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways. | Architectural   | Prior to Issuance of Building Permits | Planning                           |                                                 |
| 21. | Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall not extend above the building parapet and shall be screened from public view with materials architecturally compatible with the main structure.                                                                                                                                                                                                                                                                                                                                                    | Architectural   | Prior to Issuance of Building Permits | Planning                           |                                                 |

# FINAL- Conditions of Approval

# EXHIBIT B

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Category</u>     | <u>Timing/<br/>Implementation</u>      | <u>Enforcement/<br/>Monitoring</u> | <u>Verification</u><br>(date<br>&<br>Signature) |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------|------------------------------------|-------------------------------------------------|
|                                               | Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Department, prior to the issuance of Building Permits and installed prior to occupancy approval.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                     |                                        |                                    |                                                 |
| 22.                                           | All trash enclosures and refuse areas shall comply with zoning code and all service provider standards regarding amount, design, and access based upon the project's estimated need and waste pickup schedules. Trash enclosures should try to incorporate the same architectural treatments, materials and colors as the main building in order to properly screen them from view.                                                                                                                                                                                                                                                                                                                                                 | Architectural       | Prior to Issuance of Building Permits  | Planning/<br>Building              |                                                 |
| 23.                                           | <p>Applicant shall complete improvement plans or encroachment permit to the satisfaction of the Public Works Department for completion of the following:</p> <ul style="list-style-type: none"> <li>Sidewalk on entire property frontage does not conform to ADA guidelines. Remove and replace all sidewalk, curb and gutter per City Standard. Any obstructions to the sidewalk shall be relocated behind back of walk.</li> <li>The existing driveway shall be removed and replaced per City Standards</li> <li>Public improvement plans shall clearly delineate all transitions to existing improvements.</li> </ul> <p>All improvements to be designed and constructed to the satisfaction of the Public Works Department.</p> | Improvement Plans   | Prior to issuance of Building Permits  | Public Works                       |                                                 |
| <b>Prior to Approval of Improvement Plans</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                     |                                        |                                    |                                                 |
| 24.                                           | Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Photo Documentation | Prior to approval of Improvement Plans | Public Works                       |                                                 |

|                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>Category</u>      | <u>Timing/<br/>Implementation</u>                      | <u>Enforcement/<br/>Monitoring</u> | <u>Verification</u><br>(date<br>&<br>Signature) |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------------------------------------------------------|------------------------------------|-------------------------------------------------|
| <b>Prior to Final inspection/Certificate of Occupancy</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                      |                                                        |                                    |                                                 |
| 25.                                                       | Upon completion of the installation of the landscaping, the designer shall certify that the landscape complies with all city water conserving landscape requirements. Certification shall be accomplished by completion of a certificate of compliance on a form approved by the director of the City Public Works Department. Failure to submit a complete and accurate certificate of compliance will delay final approval of the project and/or discontinue water service per RCMC 22.180.090. Upon receipt of the certificate of compliance and site inspection from City staff, the landscaping performance bond will be released. | Landscaping          | Prior to Final Inspection/<br>Certificate of Occupancy | Planning/Pub<br>lic Works          |                                                 |
| 26.                                                       | Applicant/Property Owner shall have the CMU Sound Wall along the KinderCare property line fully completed prior to final Planning Inspection.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Landscaping          | Prior to<br>Certificate of<br>Occupancy                | Planning                           |                                                 |
| 27.                                                       | As-built reproducible grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.                                                                                                                                                                                                                                                                                                                    | Improvement<br>Plans | Prior to Final<br>Building<br>Inspection               | Public Works                       |                                                 |
| 28.                                                       | A final landscape plan shall be submitted in conjunction with improvement plan and or building permit submittal and approved by the Planning and Public Works Departments prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. Designer shall certify that installed landscaping conforms to City water conservation landscape requirements.                                                                                                                                                                                                                                                    | Landscaping          | Prior to Final<br>Building<br>Inspection               | Planning/<br>Public Works          |                                                 |

## AGREEMENT BETWEEN CITY AND CHURCH INVESTORS FUND

This Agreement is made on March 3, 2017 by and between the City of Rancho Cordova, a municipal corporation ("City"), and the Church Investors Fund ("Church") a nonprofit organization. City and Church shall be collectively referred to as the "parties."

This Agreement is made with regard to the following recitals:

Whereas, the Church owns real property located at 1950 Zinfandel Boulevard in the City of Rancho Cordova ("Property"); and

Whereas, in 2011 there were various Code Enforcement cases pending against the Property due to its dilapidated and vacant state; and

Whereas, City understood that the Church intended to demolish a ten thousand (10,000) square foot building on the Property; and

Whereas, City promised Church full credits for the Transportation and Community Facility Impact Fees for the existing building if a replacement building was built within the next ten years in the same size as the existing building; and

Whereas, Church maintains that prior to demolition, City also promised that the replacement building could be constructed, without any fees, in the same location as the existing building and that Church relied on City's promises in allowing the demolition of the structure ("Claims"). The City, however, denies that it made any aforementioned promises or representations relating to the property; and

Whereas, Church now desires to sell the Property to a business that intends to open a car dealership and utilize the existing foundation and setbacks in the construction of that car dealership; and

Whereas, both parties deny any wrongdoing and/or liability and want to resolve this matter, without any litigation.



Now therefore, in consideration of this Agreement, and the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. City shall credit to Church full credits for the Transportation and Community Facility Impact Fees based upon a general commercial use of up to ten thousand (10,000) square feet on the Property.

Church shall comply with all City and/or State building permit requirements for any development of the Property.

2. City will allow construction to commence on the foundation that currently exists on the Property so that the Property may be developed as a car dealership. No expansion of the current footprint or total square footage shall be allowed. The current footprint is depicted in Exhibit A attached hereto and hereinafter incorporated by reference.

If any building should be constructed and demolished after execution of this Agreement, any nonconforming uses or nonconforming structures shall be terminated upon demolition and any new construction subsequent to that demolition shall comply with all applicable zoning code ordinances.

3. The Church shall have a period of five (5) years from the Effective Date of this Agreement to sell the Property for the purpose of developing a car dealership on the Property. If no sale of the Property to a car dealership has occurred within five (5) years, this Agreement, and all claims, rights and obligations which are the subject of this Agreement, shall terminate.

4. Church hereby agrees to fully and forever release and discharge City and any and all of its officers, agents, employees, and volunteers, together with City's elective and/or appointive boards, agents, servants, consultants, departments, and commissioners from any and all claims, actions, causes of action, liabilities, damages, demands, attorneys' fees, expenses and costs (including without limitation court costs) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which have existed or may have existed.

5. Church may assign or transfer, one (1) time, any rights, obligations, or claims that are the subject of this Agreement to a third party. That assignment shall be done in writing, with notice provided to the City of the assignment. Church represents and warrants that as of the Effective Date of this Agreement, it has not assigned or transferred, or agreed to assign or transfer, or attempted to assign or transfer, to any third party or entity (including without limitation any insurer) any interest in any of the claims that are the subject of this Agreement.

6. Church agrees to defend, indemnify and hold harmless the City against any loss, expense or liability, including without limitation reasonable attorneys' fees, arising from any breach of the foregoing.

7. Each Party hereto shall bear all attorney fees and costs arising from the actions of its own counsel in connection with this Agreement, the incidents described in the above Recitals and referred to herein, except for those fees and costs as described in paragraphs 6 and 18.

8. Church acknowledges that this Agreement is a general release and certifies that it has read Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Church hereby waives application of Section 1542 of the Civil Code. Church understands and acknowledges that, as a consequence of this waiver of Section 1542, even if Church should eventually suffer additional or further loss, damages or injury arising out of or in any way related to any of the events which gave rise to possible claims, or any of them, Church will not be permitted to make any further claims against the City to recover for such loss, damages or injury. Church acknowledges that it intends these consequences, even as to claims of property damage that may exist as of the date of this Agreement but which Church does not know exist, and which, if known, would materially affect Church's decision to cause this Agreement to be executed, regardless of whether Church's lack of knowledge is the result of ignorance, oversight, error, or negligence.

9. No aspect of this Agreement is intended to be nor at any time shall be construed, deemed, or treated in any respect as an admission by City of liability for any purpose. It is expressly understood by Church that this Agreement does not constitute an admission of the truth or accuracy of any of the allegations made in any of the claims made by Church, and that the City expressly denies any of the claims made by Church relating to the City's representations.

10. It is mutually understood and agreed that nothing in this Agreement is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties hereto, or as constituting Church as agents or representatives of City for any purpose or in any manner whatsoever.

11. This Agreement contains the sole and only agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.



12. All notices pursuant to this agreement shall be in writing and served on the other party (a) by personal delivery, or (b) by certified mail, return receipt requested, to the respective addresses set forth below:

City:

Curt Haven, Director of Economic Development and Neighborhood Services  
 2729 Prospect Park Drive  
 Rancho Cordova, CA 95670  
 916-851-8781  
[chaven@cityofranhocordova.org](mailto:chaven@cityofranhocordova.org)

Church:

Les Collins  
 Church Investors Fund, Inc.  
 9401 E. Stockton Blvd., Suite 240  
 Elk Grove, CA 95624  
 630-495-5450  
[lcollins@ceif.org](mailto:lcollins@ceif.org) or [bglim@ceif.org](mailto:bglim@ceif.org)

13. The language of each and all paragraphs, terms and/or provisions of this Agreement shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this agreement.

14. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

15. Venue for any action brought by either party to this Agreement against the other to enforce the terms and conditions thereof shall be maintained in Sacramento County, California, in the proper court having jurisdiction.

16. If any terms, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

17. This Agreement, including any exhibits hereto, shall not be amended, except in writing and signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

a fresh take.

**RANCHO CORDOVA**  
 CALIFORNIA

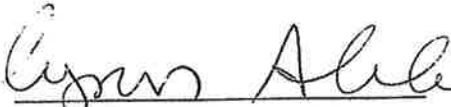
## ATTACHMENT 2

18. In the event that either party hereto shall commence any legal action or proceeding against the other by reason of the alleged failure of the other to perform any term, covenant, or condition of this Agreement by them to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fee on appeal if any. As used herein, "the party prevailing" means the party whose favor final judgment is rendered and "legal action or proceeding" includes arbitration.
19. In entering into this Agreement, each party represents that the terms of this Agreement have been completely read and understood and voluntarily accepted by each party.
20. The parties shall not voluntarily disclose this Agreement or the terms of this Agreement unless required by law.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, and the Church Investors Fund have authorized the execution of this Agreement.

For the City of Rancho Cordova:

For the Church Investors Fund:

  
 CYRUS ABHAR, City Manager

  
 LES COLLINS, Director

Approved as to Form:

  
 Adam U. Lindgren, City Attorney  
 2717369.1

EXHIBIT A

City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
(916) 851-8700

[CityofRanchoCordova.org](http://CityofRanchoCordova.org)



Protecting Health & Minimizing Risk

## FINAL REPORT

### Noise Assessment:

#### Future & Anticipated Operations

**Revised:**

November 29, 2017

**Peak Project No:**

021.01

**Report Prepared For:**

Sunrise Auto Village, LLC  
Attn: Moe Amini  
1940 Zinfandel Drive  
Rancho Cordova, CA 95670

**Project Location:**

Vacant Lot  
1950 Zinfandel Drive  
Rancho Cordova, CA 95670

**Report Prepared By:**

Brent Weisbrod  
CIH, CSP, CAC, CDPH I/A



**Peak Consultants LLC**

106 Steeplechase Drive  
Folsom, CA 95630  
(510) 316 - 9734  
[www.PeakOHS.com](http://www.PeakOHS.com)



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- 1 Personnel Certifications
- 2 Site Plans: 1950 Zinfandel Drive – Rancho Cordova, CA
- 3 Site’s Zoning District

## 1.0 Introduction

Peak Consultants LLC (Peak) was retained to assess proposed plans and noise associated with anticipated operations to be performed at 1950 Zinfandel Drive in Rancho Cordova, California. The purpose of the assessment was to determine whether vehicle repair services, which are expected to be performed inside a new structure to be built on the northwest portion of the property, are in accordance with the City of Rancho Cordova's Noise Ordinance (Rancho Cordova Municipal Code, Title 6, Chapter 68). One (1) site visit was made to collect necessary distance measurements and site information. The site visit was conducted on August 11, 2017 by Mr. Brent Weisbrod, Certified Industrial Hygienist (CIH). Personnel certifications are included in Attachment 1.

The scope of the work included the following:

- Assess anticipated sound levels associated with the planned operations,
- Determine whether such sound levels meet the City's Noise Ordinance, and
- Document findings in a letter report.

## 2.0 Executive Summary

1. This Noise Assessment was conducted to determine whether anticipated operations at the site (1950 Zinfandel Drive - Rancho Cordova, CA) will be within allowable limits established in the City of Rancho Cordova's Noise Ordinance.
2. Peak used reasonable, worst-case conditions to calculate maximum sound levels at the KinderCare and Summerset Senior Living property lines. These conditions include: (1) operations may generate a maximum sound level of 103dBA at the source, (2) operations may be conducted at the opening of the roll-up doors with sound having a direct path to the property lines, (3) no R-value rating was given to the metal wall panels reducing the material's STC, and (4) a CMU wall with a STC rating of 47 or greater.
3. Based on the anticipated work activities to be performed, site configuration, and facility details within the Site Plans the maximum sound levels expected at the KinderCare (58.5 - 62dB) are below the allowable noise limit (65dBA for no more than 5 minutes per hour) set by the City of Rancho Cordova.
4. Based on the anticipated work activities to be performed, site configuration, and facility details within the Site Plans the maximum sound levels expected at the ground level windows of the Summerset Senior Living (53.3dB) are below the allowable noise limit (65dBA for no more than 5 minutes per hour) set by the City of Rancho Cordova. The sound levels to the nearest upper windows (e.g. 2<sup>nd</sup> and 3<sup>rd</sup> story) will be controlled to below the allowable limit using an overhead door with a minimum STC value of 20 and closing this door during performance of noise hazardous activities (e.g. those resulting in sound levels of 90dB and greater).
5. These calculations are based on reasonable and conservative assumptions. It is possible that actual conditions result in sound levels that differ from the calculated values.



### 3.0 Property Description & Project Background

Sunrise Auto Village plans to construct a facility on the northwest portion of the property located at 1950 Zinfandel Drive in Rancho Cordova, California. The facility will have a vehicle service work shop, offices, and a showroom. Peak was provided copies of the Site Plans detailing the expected facility construction. The Plans show that the new facility will be a pre-fab metal building built atop of an existing concrete slab. The exterior walls of the shop area will have insulated metal panels, the roofing will be metal, and interior walls will be built with metal studs and gypsum wallboard. The Site Plans are provided in Attachment 2.

The property site is located west of Zinfandel Drive and north of U.S. Highway 50, near the intersection of Sunrise Boulevard. The parcel extends northwest from Zinfandel Drive and is bordered on three (3) sides, as follows:

- a) NORTH: existing Sunrise Auto Village maintenance shops & sales lot
- b) NORTHWEST: Rancho Cordova KinderCare (KinderCare)
- c) SOUTHWEST: Summerset Senior Living (Summerset)
- d) SOUTH: Pizza Guys

The two closest neighboring entities are KinderCare and Summerset. Peak measured the distance from the property lines for these entities to the closest exterior wall of the planned vehicle shop facility. The distances were as follows:

- a) KinderCare – 12 feet 6 inches
- b) Summerset – 89 feet

These distances match the distances provided in Figure A-1 of the Site Plans.

### 4.0 Definitions

Following are key terms and their associated definitions as they pertain to this assessment.

|                     |                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ambient Noise Level | All-encompassing noise level associated with a given environment; a composite of sounds from all sources excluding the alleged offensive noise to which a comparison with the alleged offensive noise is made.                                                                                                                                                                 |
| CMU Zoning District | This district type is intended to designate property for vibrant commercial and mixed-use development. While a predominantly commercial district, the CMU category is designed to provide for the integration of retail and service commercial uses with office and/or residential uses. In multiple-story buildings, retail uses are the predominant use on the ground floor. |
| Decibel (dB)        | A unit used to express sound/noise intensity; denotes the ratio between two quantities which are proportional to power.                                                                                                                                                                                                                                                        |
| dBA                 | A unit to express sound levels using A-weighting, which most accurately characterizes sounds perceived by the human ear.                                                                                                                                                                                                                                                       |
| Impulsive Noise     | Noise characterized by brief excursions of sound pressures whose peak levels are very much greater than ambient noise levels; typically lasting one (1) second or less in duration.                                                                                                                                                                                            |

|                              |                                                                                                                                                                                                  |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Noise Hazardous              | Activities and/or operations that generate sound levels equal to or greater than 85dBA.                                                                                                          |
| Noise Level / Sound Level    | The A-weighted sound pressure level in decibels obtained using a sound level meter at slow response, expressed as dBA.                                                                           |
| NRC                          | Noise Reduction Coefficient: the rating assigned to a material for its ability to absorb sound across multiple frequencies; typically ranges 0.75 to 0.90 for metal building insulation systems. |
| Sound Absorption Coefficient | The measure of a material's ability to absorb sound at different frequencies, typically ranging from 0.05 to 1.20; the higher the value the better its ability to absorb sound.                  |
| STC                          | Sound Transmission Class; a rating system used to express sound transmission loss for a material; the higher the STC, the greater the reduction in noise transmission.                           |
| Sound Transmission Loss      | The measure of sound reduction through a wall or ceiling, expressed in decibels (dB); depends significantly on the 'tightness' of construction.                                                  |

## 5.0 Vehicle Maintenance Activity Sound Levels

It is anticipated that common vehicle maintenance and repair services will be conducted within the new facility's work shop with the roll-up doors open. Such maintenance services are to include the inspection, diagnostics, maintenance, and repair of automobiles (e.g. cars, SUVs, and pickups). Many maintenance service activities that will be conducted are not considered to be noise hazardous, such as: replacing fluids, lubricating parts, checking tire pressure, replacing spark plugs, etc. However, some service tasks require the use of powered and pneumatic tools, which are known to be noise hazardous. No hazardous activities are considered to be 'lite' in that they are performed infrequently (less than 2 times per day) and for short durations (e.g. less than 5 minutes per hour). No impulsive noise sources are expected.

Peak combined experience performing noise surveys of similar operations and conducted a cursory review of existing data on sound levels associated with common tools used and standard operations performed in auto shops. A list of common tools used in shops, their associated sound levels, and an approximation of time each tool may be used per hour is provided in Table 1. It is important to note that the identified operations listed aren't all performed during the same hour. Rather, they are performed infrequently (e.g. less than 2 times per day on average). Thus, it is assumed that the total time spent performing these operations during each hour is expected to be less than 5 minutes.

**Table 1:** Common Auto Shop Tools & Associated Sound Levels

| Tool           | Sound Level<br>@ Source<br>(dBA) | Distance of SL<br>Measurement from<br>Source (ft) | Estimated Duration<br>(minutes per hour) <sup>1</sup> |
|----------------|----------------------------------|---------------------------------------------------|-------------------------------------------------------|
| Air Compressor | 81 - 97 <sup>2</sup>             | 3.28 <sup>8</sup>                                 | 2 - 3                                                 |
| Bench Grinder  | 100 <sup>3</sup>                 | 3.28 <sup>8</sup>                                 | < 5                                                   |
| Drill          | 90 - 94 <sup>4</sup>             | 3.28 <sup>8</sup>                                 | < 2                                                   |
| Impact Wrench  | 102 - 103 <sup>5</sup>           | 3.28 <sup>8</sup>                                 | < 2                                                   |
| Sander (Disc)  | 100 <sup>6</sup>                 | 3.28 <sup>8</sup>                                 | < 2                                                   |
| Vacuum         | 60 - 86 <sup>7</sup>             | 3.28 <sup>8</sup>                                 | < 5                                                   |

<sup>1</sup> This estimate was based on observations made and information obtained during the site visit on August 11, 2017; it is possible that durations of use are less or greater than these estimates.

<sup>2</sup> This range was obtained from the *Occupational A-Weighted Sound Levels with Data Averaged for Type of Source* (page 77) of the Noise Navigator Sound Level Database.

<sup>3</sup> This value was obtained from the *Grinder, Electric* source listed on page 56 of the Noise Navigator Sound Level Database.

<sup>4</sup> This range was obtained from the *Drill, Electric* source listed on page 6 of the Noise Navigator Sound Level Database. It should be noted that sound levels referenced were those with unspecified distances from the source, which exceeded the value reported at a distance of 90 centimeters (2.9 feet).

<sup>5</sup> This range was obtained from the *Wrench, Impact* source listed on pages 19 and 63 of the Noise Navigator Sound Level Database.

<sup>6</sup> This value was obtained from the *Sander, Disk or Orbital* source listed on page 14 of the Noise Navigator Sound Level Database.

<sup>7</sup> This range was obtained from the *Vacuum Cleaner* source listed on page 18 of the Noise Navigator Sound Level Database.

<sup>8</sup> When distance from source was not specified in the reference, it is assumed that the sound level was measured at a distance of 1 meter (3.28 feet) from the noise source (DiNardi, page 454).

Some sound level references provided within the 3M databases were collected at specified distances. However, many were not. As referenced by DiNardi, the standard reference distance of sound level measurements recorded from a specific source is 1 meter (3.28 feet). Thus, Peak used data from the table that met this standard distance or assumed the data with no distance listed was collected at a distance of 1 meter (3.28 feet).

Based on the data reviewed and reported in Table 1, it is reasonable to assume that the maximum sound level produced during work activities in the auto shop will be 103dB or less. It is important to note that the durations each noise hazardous work activity will be conducted each hour is expected to be low (e.g. less than a cumulative period of 2 minutes per hour). This is based on anticipated work volumes similar to what was observed of existing operations during the site visit on August 11, 2017.

These work tasks will be conducted within the confines of the work shop. For the sake of using the most conservative estimate, it is assumed that the overhead doors of the work shop will be fully open.

Each of these work activities will not be conducted exclusive of other activities. In other words, the actual sound levels at both the KinderCare and Summerset property lines will be an accumulation of the sound levels generated by all tasks conducted at a given time. However, given the size of the shop and number of work bays it is anticipated that only one (1) of the activities listed in Table 1 will be

conducted at a given time. Further, it is anticipated that the Table 1 work activities will **not** be conducted frequently (e.g. multiple times per day for extended durations).

## 6.0 Exterior Noise Standard

The City of Rancho Cordova has set the Exterior Noise Standard at 55dBA, averaged over an hour, in residential zoning districts. The proposed Sunrise Auto Village facility is located within a Commercial Mixed-Use (CMU) Zoning District, see Attachment 3. Thus, per Section 6.68.070.B. of the City's Noise Ordinance, operations conducted within the Sunrise Auto Village work shop facility are not permitted to result in sound levels on adjacent properties above 75dB at any given moment in time. The allowable sound levels, as provided in this standard, are as follows:

**Table 2:** Allowable Sound Levels (per Section 6.68.070.B of the City's Noise Ordinance)

| Cumulative Duration of Sound      | Allowable Limit (dB) |
|-----------------------------------|----------------------|
| Lasting up to 30 minutes per hour | 55                   |
| Lasting up to 15 minutes per hour | 60                   |
| Lasting up to 5 minutes per hour  | 65                   |
| Lasting up to 1 minutes per hour  | 70                   |
| Maximum Sound Level               | 75                   |

Each of the noise hazardous work activities listed in Table 1 are expected to be performed for short durations (i.e. durations lasting less than 5 minutes per hour). Thus, the maximum allowable sound level that may reach the adjacent properties (e.g. Summerset & KinderCare) is 65 dB. This value is used in calculations made later in this report to assess whether anticipated conditions are acceptable.

## 7.0 Noise Reduction Methods

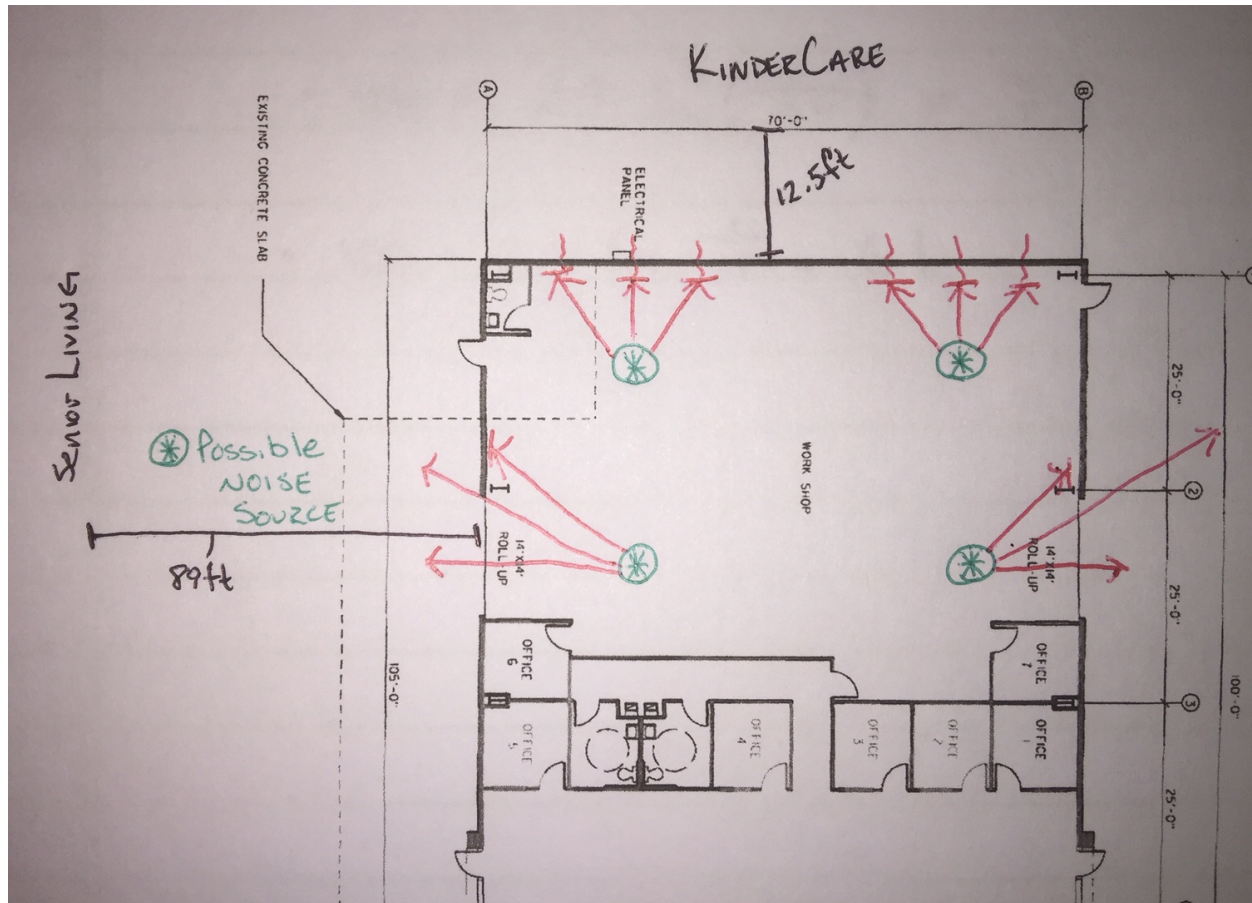
Three (3) noise reduction methods will be used as part of the facility design/construction to reduce noise associated with anticipated operations within the auto shop. These methods include:

1. Insulated metal wall panels
2. Concrete Masonry Unit (CMU) wall at the KinderCare property line
3. Distance (measured from the roll-up doors of the auto shop to the property lines)

Insulated metal panels used in pre-fab metal buildings are porous and absorb noise, resulting in reduced noise transmitted to neighboring properties. CMU walls also have noise absorbing characteristics. Regarding distance, the general rule of thumb is that noise is reduced by 6dB with each doubling of distance. How these noise reduction methods impact noise levels at the property line are calculated in Section 8.0.

## 8.0 Assessment Methods & Results

The first part of the assessment entailed identification of noise generation and travel patterns. Sound travels in all directions from the source until it is reduced (i.e. passes through a muffling agent), refracted (i.e. bounces off a surface) or absorbed (i.e. received by an object/material). Anticipated noise generation and travel patterns are shown in Figure 1.



**Figure 1:** Noise generation & anticipated travel patterns

It is anticipated that vehicle services will be conducted inside the shop with the two (2) man doors, located in the north and west corners of the shop, closed and the two (2) roll-up doors open. With this assumption, noise will exit the shop unreduced through the roll-up doors. There is a direct path from the shop to Summerset Senior Living, however, there is a distance of 89 feet from the roll-up door to the property line. This distance is the worst-case scenario as maintenance activities will be conducted within the shop and set back from the overhead doors.

There is no direct path of sound from the shop to the KinderCare facility. Sound must either travel through the noise absorbing paneling and CMU wall or exist the overhead door and be refracted towards the KinderCare property and travel through the noise absorbing CMU wall. The distance between the overhead doors of the shop and the KinderCare property is 37.5 feet.

For the purpose of conducting this noise assessment, Peak used the maximum anticipated sound level of 103dBA (see Section 5.0). This is a reasonable, worst-case sound level that could be expected to occur within the auto shop on an infrequent basis and for durations lasting less than 2 minutes

collectively over an hour. Given this information, Peak has calculated maximum sound levels expected at the property lines for both the KinderCare and Summerset properties, see Sections 8.1 and 8.2.

### **8.1 Maximum Sound Level – KinderCare**

There is no direct path for noise to travel from the work shop to the KinderCare property if work is conducted inside the shop. Thus, sound can reach the KinderCare property under 2 possible routes: 1) through the northwest wall of the shop structure or 2) refraction off outside structures. Both scenarios also require sound to travel through the CMU wall that is proposed along that property line.

#### **ROUTE 1: THROUGH THE SHOP STRUCTURE**

The maximum sound level passing through the structure will be reduced by both the sound transmission loss resulting from the insulated wall paneling and distance. Assuming a sound transmission class (STC) rating of 21dBA, which is the rating for a wall panel without insulation, the maximum sound level anticipated is 79dBA on the outside of the shop. This is calculated as follows:

$$103\text{dB} - 21\text{dB} = 82\text{dB}$$

This sound must then pass through the CMU wall that is proposed to be built on the KinderCare property line. The STC rating for CMU walls ranges from 40 (4-inch thick and hollow block wall) to 63 (12-inch thick and solid block wall). For this assessment, the exact specifications (e.g. height, thickness, and fill) of the CMU wall are not known. Thus, the worst-case scenario (e.g. a STC rating of 40) is used. If all of the sound were to pass through the wall, the maximum sound level would be 39dB. However, it is likely that some sound will migrate over the wall. So the STC rating is arbitrarily reduced by half (e.g. from 40 to 20). With this assumption, the maximum sound level expected to reach the KinderCare property during performance of the loudest activity is 59. This is calculated as follows:

$$82\text{ dB} - 20\text{dB} = 62\text{dB}$$

This value is below the maximum allowable sound level of 65dB and doesn't take into consideration sound reduction over distance; measured to be 12.5 feet from the exterior wall to the property line. Thus, sound levels passing through the structure and potential reaching the KinderCare property line are expected to be even less than the calculated 62dB.

#### **ROUTE 2: THROUGH THE OVERHEAD DOOR(s)**

The north roll-up door is the closest opening from the shop to the KinderCare property line. The distance between the property line and the roll-up door is 37.5 feet. Assuming worst case scenario, conducting an activity with a noise source of 100 dB in the opening of the door (i.e. in a direct path), the sound would be reduced first by traveling a distance of 37.5 feet and then through the CMU wall. Sound reduction over distance is calculated as follows:

$$L_2 = L_1 - \left| 20 \log(r_1/r_2) \right| \quad \text{where:}$$

$L_1$  = Sound level at the source

$L_2$  = Sound level at distance 2 ( $r_2$ )

$r_1$  = Distance of sound level 1 ( $L_1$ ); typically measured at 1 foot

$r_2$  = Distance of sound level 2 ( $L_2$ )

Peak used the following conditions/assumptions to assess the noise conditions that could travel from the open overhead doors to the KinderCare property line:



1. A distance of 37.5 feet between the overhead door and property line; this is conservative as there will be additional distance from the overhead door to the source of the noise and this distance assumes direct travel path, and
2. A source measurement of 3.28 feet.

With these assumptions, a sound level of 103dB will be reduced by 21dB to 82dB at the property line, calculated as follows:

$$L_2 = 103 - [20 \log(3.28/37.5)] = 82\text{dB}$$

$$(103\text{dB} - 82\text{dB}) \times 0.5 = 21\text{dB reduction}$$

With this estimation, a sound level of 82dB could potentially reach the property line. This sound must then pass through the CMU wall that is proposed to be built on the KinderCare property line. As previously stated in this section, the STC rating for CMU walls ranges from 40 (4-inch thick and hollow block wall) to 63 (12-inch thick and solid block wall). In order to reduce the sound level to less than the 65dB level, the CMU wall would need to have an STC rating of 47, assuming a reduction in noise reduction by half as done previously, calculated as follows:

$$82\text{dB} - (47 \times 0.5) = 58.5\text{dB}$$

Regardless the path, the estimated peak sound levels at the KinderCare property line were calculated to range from 58.5 – 62dB if a CMU wall with a STC rating of 47 or greater is used. These values are below the maximum allowable sound level of 65dB and are believed to be conservative provided the information available and site conditions being that the noise attenuation for the CMU walls was cut in half in these calculations.

## **8.2 Maximum Sound Level – Summerset Senior Living**

There is a direct path for noise to travel from the south roll-up door of the work shop to the Summerset Senior Living property. The distance between the property line and the roll-up door is 89 feet. However, there is an existing CMU wall at this property line where there is a direct path for noise from the shop to the Senior Living property. Assuming worst case scenario, conducting an activity with a noise source of 103dB in the opening of the door, the maximum sound level at the Summerset Senior Living property line is 74.3Db at ground level. Calculated as follows:

$$L_2 = L_1 - [20 \log(r_1/r_2)] \text{ or}$$

$$L_2 = 103 - [20 \log(3.28/89)] = 74.3\text{dB}$$

$$103\text{dB} - 74.3\text{dB} = 28.7\text{dB reduction}$$

On the ground level, this sound must then pass through the existing 7½ foot tall CMU wall built on the Senior Living property line. As previously stated, the STC rating for CMU walls ranges from 40 (4-inch thick and hollow block wall) to 63 (12-inch thick and solid block wall). The STC value for the existing wall is estimated to be 42 as the wall was measured to be 6-inches thick and assuming the existing CMU wall is hollow. The resulting sound level on the Senior Living property at ground level is estimated to be 63.25 dB, calculated as follows:

$$74.3\text{dB} - (42 \times 0.5) = 53.3\text{dB}$$

A laser tape measure was used to measure the distance from the proposed location of the overhead door to the nearest 2<sup>nd</sup> story window (101 feet) and 3<sup>rd</sup> story windows (103 feet). These distances are greater than the 85-foot distance to the property line as the building was set back from the property line by 10-15 feet (an exact measurement couldn't be obtained due to the height of the wall and that the access to this space was secured). Thus, the sound level that could potentially reach the 2<sup>nd</sup> story window, where no attenuation is achieved through the CMU wall, is estimated to be 73.2 dB, calculated as follows:

$$L_2 = 103 - |20 \log(3.28/101)| = 73.2\text{dB}$$

$$103\text{dB} - 73.2\text{dB} = 29.8\text{dB reduction}$$

The sound level that could potentially reach the 3<sup>rd</sup> story window, where no attenuation is achieved through the CMU wall, is estimated to be 73.1 dB, calculated as follows:

$$L_2 = 103 - |20 \log(3.28/103)| = 73.1\text{dB}$$

$$103\text{dB} - 73.1\text{dB} = 29.9\text{dB reduction}$$

The anticipated sound level on the ground level (53.3dB) is anticipated to be below the maximum allowable sound level of 65dBA. This is due to the existing CMU providing additional noise attenuation. However, no such attenuation is available to reduce sound that could potentially reach the nearest 2<sup>nd</sup> and 3<sup>rd</sup> story windows. Thus, an additional control measure will be necessary to reduce the potential noise. Therefore, an overhead door with an STC value of at least 20 will be installed on the Summerset side of the shop facility and this door will be closed during performance of noise hazardous activities (e.g. those creating sound levels greater than 90dB). Assuming that the overhead door with an STC value of 20 is closed and provides a noise reduction that is half its assigned value, as done previously, the resultant sound levels at the 2<sup>nd</sup> and 3<sup>rd</sup> story windows would be below the maximum allowable sound level of 65dB, calculated as follows:

$$73.2\text{dB} - (20 \times 0.5) = 63.2\text{dB}$$

## 9.0 Conclusions & Recommendations

1. Based on the site configuration and facility details within the Site Plans, the maximum sound levels expected at the KinderCare (58.5 – 62dB) and Summerset Senior Living (53.3 – 63.2dB) property lines are below the maximum allowable noise limit (65dB) set by the City of Rancho Cordova. These values were calculated based on reasonable assumptions and that an overhead door with a minimum STC value of 20 will be installed and closed on the Summerset Senior Living side of the facility during performance of noise hazardous activities.

**RECOMMENDATION:** Conduct workshop activities within the confines of the shop; avoid working directly in the roll-up door openings or outside the shop.

**RECOMMENDATION:** Use wall panels with some R-value to further ensure sound levels at the property lines remain below the City's maximum allowable noise limit.

**RECOMMENDATION:** Install a CMU wall along the KinderCare property line that has a STC rating of at least 47.



RECOMMENDATION: Install overhead doors with STC rating of at least 20 and ensure the door on the Summerset Senior Living side of the facility is closed during the performance of noise hazardous activities (e.g. those resulting in sound levels 90dB or greater).

2. These calculations are based on reasonable and conservative assumptions. It is possible that actual conditions result in sound levels that differ from the calculated values.

RECOMMENDATION: Work with the construction contractor to ensure construction of the facility is 'tight' with no gaps at roof/wall, wall/wall, or other joints/seams where sound may escape the structure.

RECOMMENDATION: Contract a vendor to conduct a follow-up noise assessment of operations once the facility is constructed and workshop activities are performed.

## 10.0 Limitations

The information, interpretations, conclusions, and recommendations contained in this report are presented specifically to the existing conditions as evaluated. Peak developed the conclusions and professional opinions presented herein in accordance with generally accepted industrial hygiene principles and practices. As with all industrial hygiene evaluations and reports, the opinions expressed herein are subject to revisions in light of new information, and no warranties are expressed or implied. This report may not contain sufficient information for the purposes of other parties or other uses. If any significant changes are made to the property described in this report, the conclusions and recommendations contained herein may be invalid, unless the changes are reviewed by Peak and the conclusions and recommendations are modified or approved in writing.

## 11.0 Resources

Berger, E. H.; Royster, L. H.; Royster, J. D.; Driscoll, D.P.; and Layne, M. ed. The Noise Manual; 5<sup>th</sup> Edition. Fairfax: American Industrial Hygiene Association, 2013.

DiNardi, Salvatore ed. The Occupational Environment: Its Evaluation, Control and Management; 2<sup>nd</sup> Edition. Fairfax: American Industrial Hygiene Association, 2003.

"Insulation Facts #58: The Facts About the Acoustical Performance of Metal Building Insulation." North American Insulation Manufacturers Association - NAIMA. Retrieved August 12, 2017 from <http://insulationinstitute.org/wp-content/uploads/2015/12/MB315.pdf>.

"Noise Navigator Sound Level Database." 3M Personal Safety Division EARC Laboratory. Retrieved August 12, 2017 from <http://multimedia.3m.com/mws/media/888553O/noise-navigator-sound-level-hearing-protection-database.pdf>.

"Rancho Cordova Municipal Code; Title 6, Chapter 68: Noise Control" Code Publishing, Inc.. Retrieved August 12, 2017 from <http://www.codepublishing.com/CA/RanchoCordova/>.

"Sound Transmission Class Ratings for Concrete Masonry Walls." National Concrete Masonry Association. Retrieved October 6, 2017 from <http://www.ncma-br.org/pdfs/5/TEK%2013-01C.pdf>.



# Attachment 1

Personnel Certifications

# ABIH<sup>®</sup>

american board of industrial hygiene<sup>®</sup>

organized to improve the practice of industrial hygiene  
proclaims that

*Brent W. Weisbrod*

having met all requirements of  
education, experience and examination, and  
ongoing maintenance,  
is hereby certified in the

**COMPREHENSIVE PRACTICE  
of  
INDUSTRIAL HYGIENE**

and has the right to use the designations

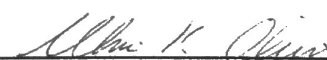
**CERTIFIED INDUSTRIAL HYGIENIST**

**CIH**

|                    |                   |
|--------------------|-------------------|
| Certificate Number | 9400 CP           |
| Awarded:           | November 26, 2007 |
| Expiration Date:   | June 1, 2023      |



  
Chair, ABIH

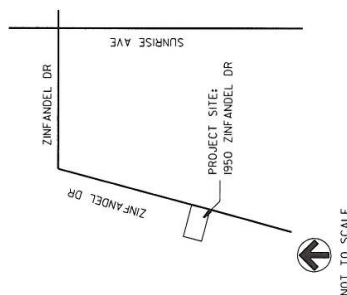
  
Chief Executive Officer, ABIH



## Attachment 2

Site Plans: 1950 Zinfandel Drive – Rancho Cordova, CA

## VICINITY MAP



## BUILDING DATA

| ZONE:                         | CNU      |
|-------------------------------|----------|
| OCCUPANCY TYPE:               | B / S-1  |
| CONSTRUCTION TYPE:            | TYPE VB  |
| BUILDING SIZE:                | 2,800 SF |
| SHOW ROOM                     | 850 SF   |
| SALES OFFICES                 | 850 SF   |
| TOTAL AREA                    | 7,400 SF |
| APPLICABLE CODES:             |          |
| 2016 CALIFORNIA BUILDING CODE | 2018 CBC |
| 2016 CALIFORNIA GREEN CODE    | 2018 CGC |
| 2016 CALIFORNIA ENERGY CODE   | 2018 CEC |
| FLOOR LOAD:                   | 40 PSF   |
| ROOF LOAD:                    | 20 PSF   |
| GROUND SHOW LOAD:             | 10 PSF   |
| WIND EXPOSURE:                | C        |
| SEISMIC DESIGN CATEGORY:      | D        |
| SITE CLASS                    | D        |

## SHEET INDEX

A-1 SITE PLAN, VICINITY MAP  
A-2 AND BUILDING DATA  
A-3 FLOOR PLAN  
A-4 ROOF PLAN  
A-5 EXTERIOR ELEVATIONS  
A-6 EXTERIOR ELEVATIONS

## SCOPE OF WORK

CONSTRUCT NEW 7,400 SF AUTOMOTIVE DEALERSHIP  
UTILIZING AN EXISTING CONCRETE SLAB.

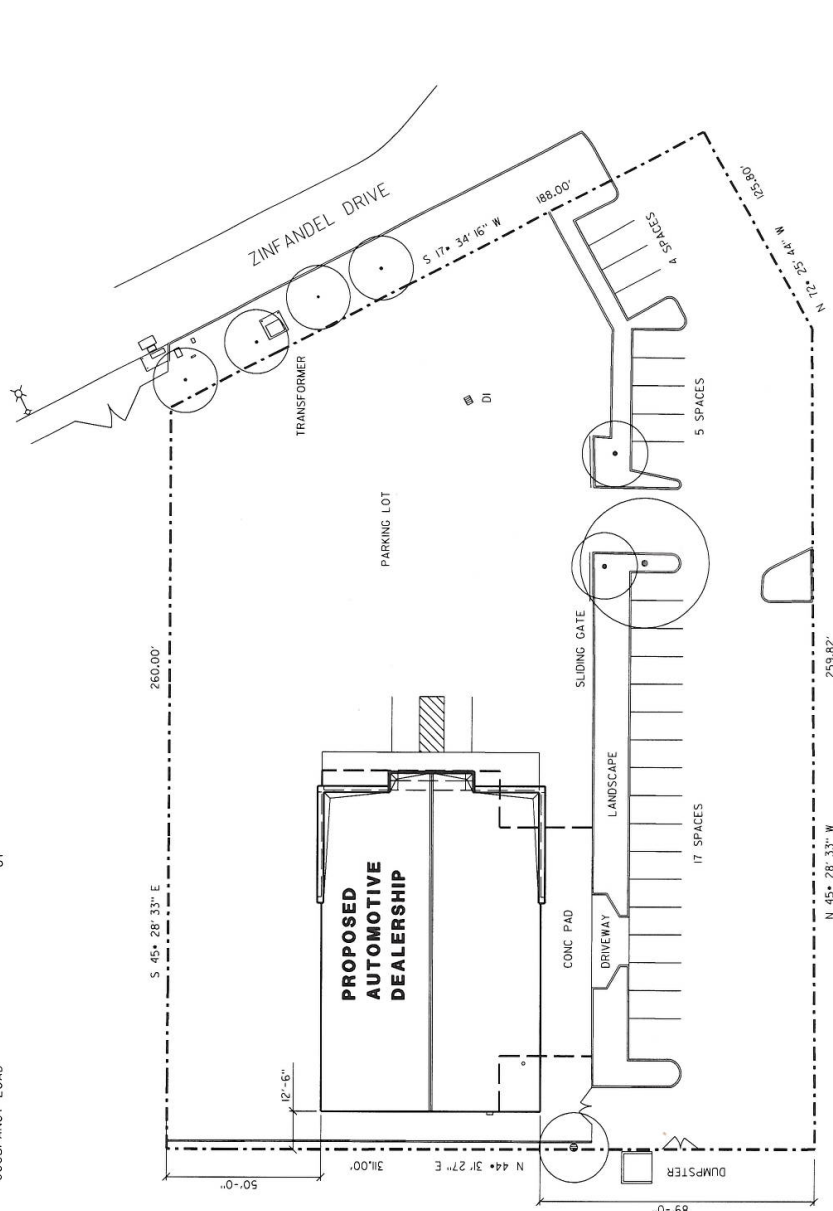
# SITE PLAN



" = 20'-0"

## ALLOWABLE BUILDING HEIGHTS AND AREAS

| BUILDING CONSTRUCTION TYPE | OCCUPANCY CLASSIFICATION | W-B<br>B & S<br>I |
|----------------------------|--------------------------|-------------------|
| NUMBER OF STORES           |                          | 27-0"             |
| ACTUAL BUILDING HEIGHT     |                          | 40"-0"            |
| ALLOWABLE BUILDING HEIGHT  |                          | 7,400 S           |
| BUILDING AREA (FLOOR AREA) |                          | 9,000 S           |
| ALLOWABLE AREA             |                          | NONE              |
| AREA INCREASE              |                          | NO                |
| FIRE SPRINKLERED           |                          | NO                |
| FIRE ALARM                 |                          | NO                |
| SMOKE CONTROL SYSTEM       |                          | NO                |
| OCCUPANCY LOAD             |                          | 67                |





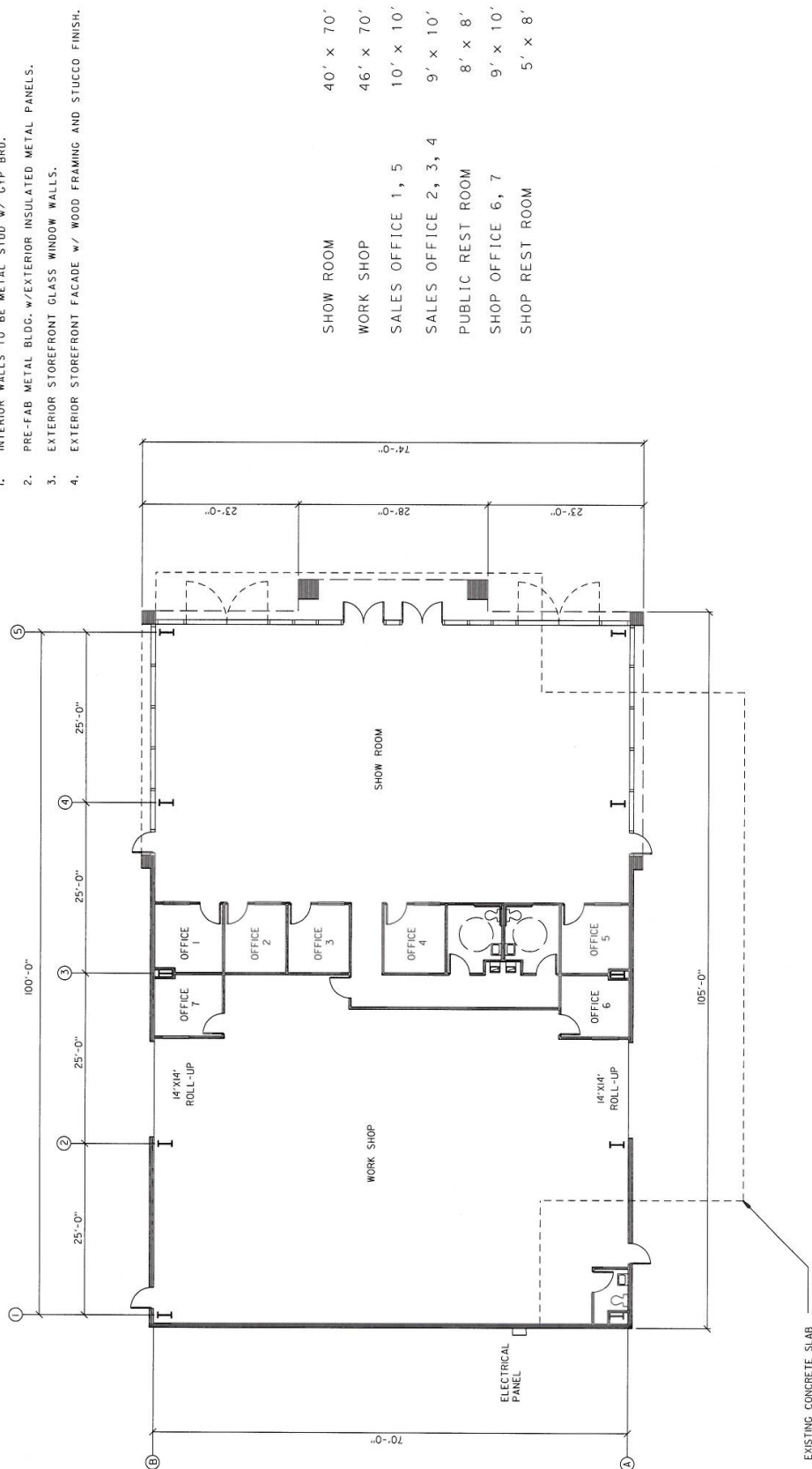
**DEA Architecture**  
509 Evening Breeze Court  
Roseville, California  
(916) 773-0827  
email: dtne@aol.com

Automotive Dealership:  
**Sunrise Auto Village**  
1950 Zinfandel Drive  
Brentwood, CA.  
APN: 058-0261-039-0000

ATTACHMENT 3

## WALL NOTES

1. INTERIOR WALLS TO BE METAL STUD w/ GYP BRD.
2. PRE-FAB METAL BLDG. w/EXTERIOR INSULATED METAL PANELS.
3. EXTERIOR STOREFRONT GLASS WINDOW WALLS.
4. EXTERIOR STOREFRONT FACADE w/ WOOD FRAMING AND STUCCO FINISH.



**FLOOR PLAN**











## Attachment 3

Site's Zoning District

# Zoning Viewer

City of Rancho Cordova

ATTACHMENT 3

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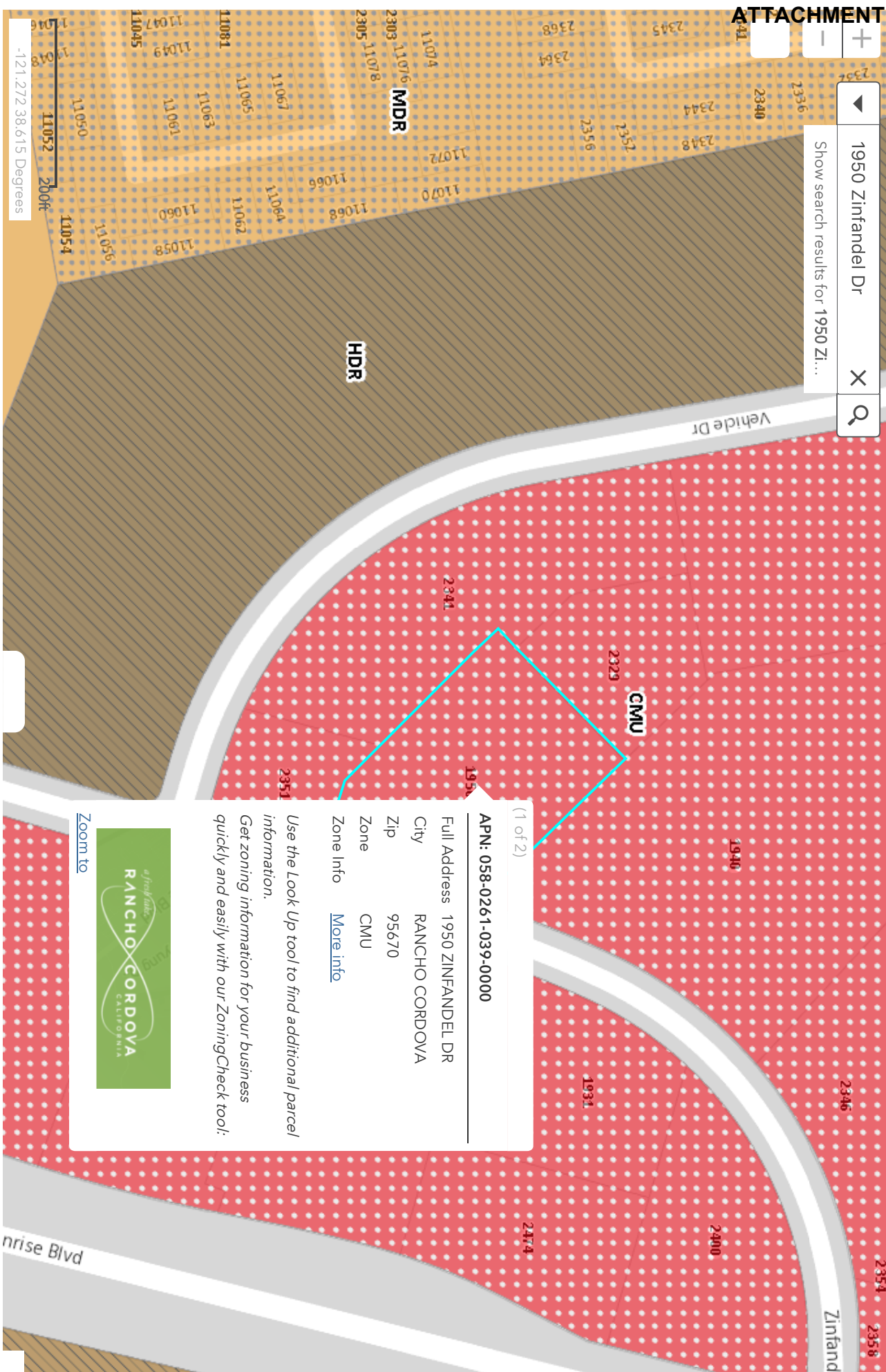
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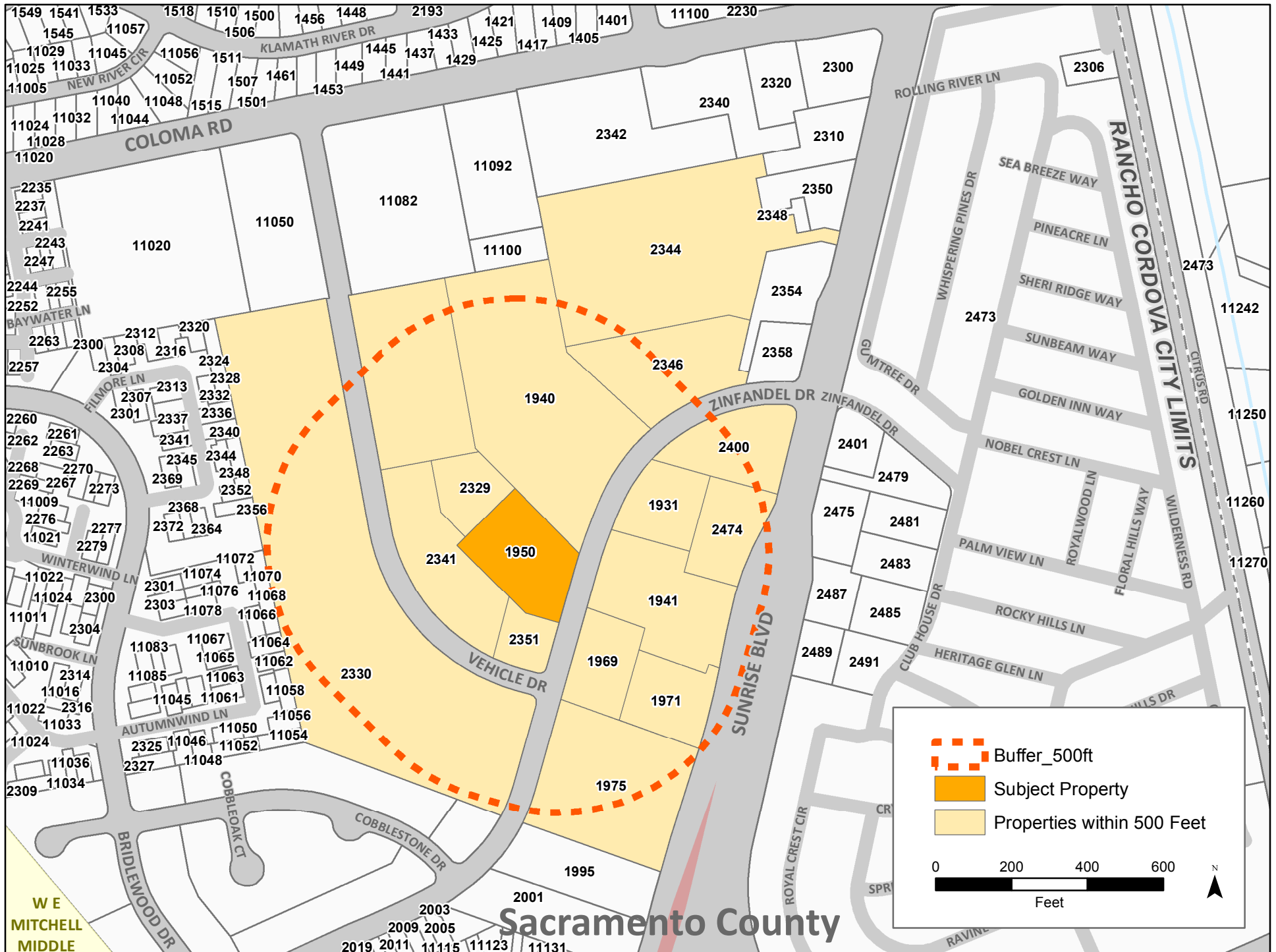
1950 Zinfandel Dr

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Sacramento County

**ATTACHMENT 4**

OCCUPANT  
1940 ZINFANDEL DR # A-1  
RANCHO CORDOVA CA 95670

OCCUPANT  
1940 ZINFANDEL DR STE B  
RANCHO CORDOVA CA 95670

OCCUPANT  
1940 ZINFANDEL DR STE C1  
RANCHO CORDOVA CA 95670

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1940 ZINFANDEL DR STE C2  
RANCHO CORDOVA CA 95670

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1940 ZINFANDEL DR STE C3  
RANCHO CORDOVA CA 95670

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1940 ZINFANDEL DR STE C4  
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1940 ZINFANDEL DR STE C5  
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1940 ZINFANDEL DR STE C6  
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1940 ZINFANDEL DR STE C7  
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1940 ZINFANDEL DR STE L  
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1940 ZINFANDEL DR STE Q  
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1945 ZINFANDEL DR  
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RANCHO CORDOVA CA 95670

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**ATTACHMENT 4**

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**ATTACHMENT 4**

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**ATTACHMENT 4**

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**ATTACHMENT 4**

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**ATTACHMENT 4**

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**ATTACHMENT 4**

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**ATTACHMENT 4**

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**ATTACHMENT 4**

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OCCUPANT  
2351 VEHICLE DR STE A  
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**ATTACHMENT 4**

OCCUPANT  
2351 VEHICLE DR STE B  
RANCHO CORDOVA CA 95670

OCCUPANT  
2351 VEHICLE DR STE C  
RANCHO CORDOVA CA 95670

OCCUPANT  
2351 VEHICLE DR STE D  
RANCHO CORDOVA CA 95670

SACRAMENTO SANITATION DISTRICT  
10060 GOETHE ROAD  
SACRAMENTO CA 95827

SACRAMENTO REGIONAL COUNTY  
SANITATION DISTRICT  
10060 GOETHE ROAD  
SACRAMENTO CA 95827

SACRAMENTO COUNTY WATER  
AGENCY  
10151 FLORIN ROAD  
SACRAMENTO CA 95829

PG&E  
2730 GATEWAY OAKS DRIVE  
SACRAMENTO CA 95833

PG&E  
343 SACRAMENTO STREET  
AUBURN CA 95603

SMUD  
6301 S STREET MS B304  
SACRAMENTO CA 95817

SMUD  
6301 S STREET MS B304  
SACRAMENTO CA 95817

SMUD  
6301 S STREET MS B404  
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE  
10545 ARMSTRONG AVE STE 310  
MATHER CA 95655

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

GOLDEN STATE WATER COMPANY  
3005 GOLD CANAL DRIVE  
RANCHO CORDOVA CA 95670

# Sunrise Auto Village Major Design Review DD9715

December 18, 2017

Nicholas Sosa, Assistant Planner

## Project Request

The applicant is requesting a Major Design Review for a 7,400 square foot building for auto sales and repair on an existing concrete pad with existing infrastructure at 1950 Zinfandel Drive. Additional site improvements will include:

- Parking lot resurfacing and striping
- New landscaping and irrigation
- New parking lot lighting

Project site is zoned Commercial Mixed Use (CMU).

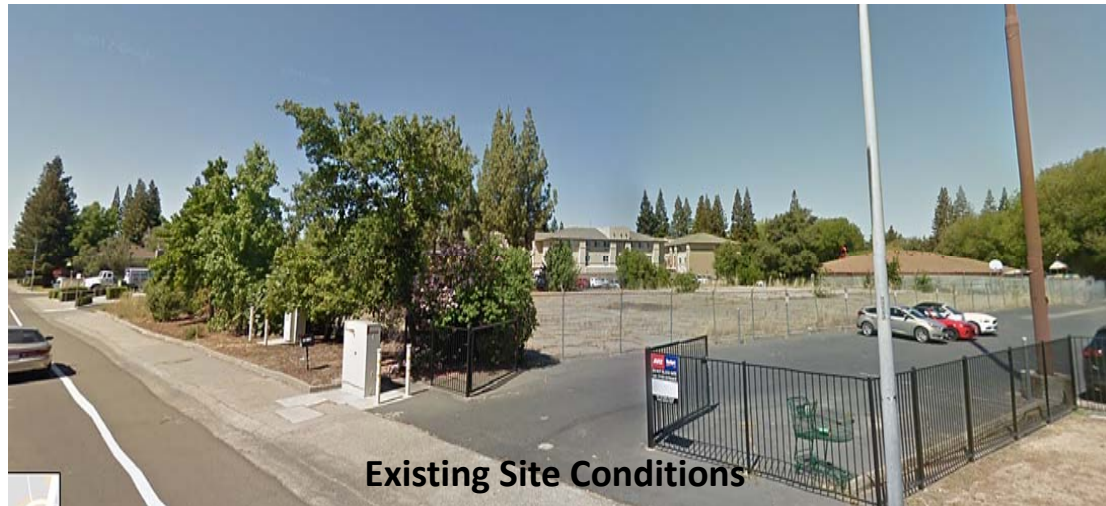
Auto and Vehicle sales is a permitted use.

# Site Location

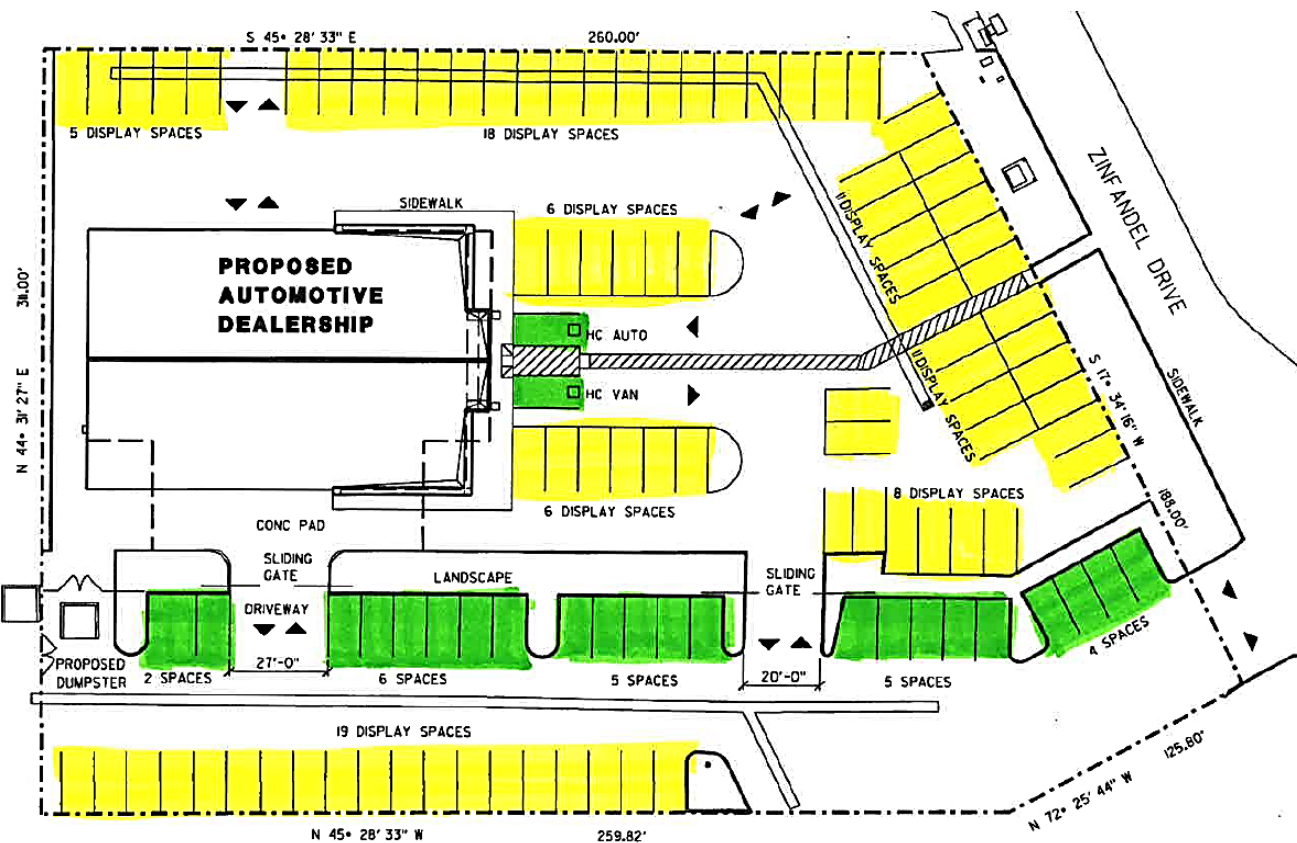




# Site Status

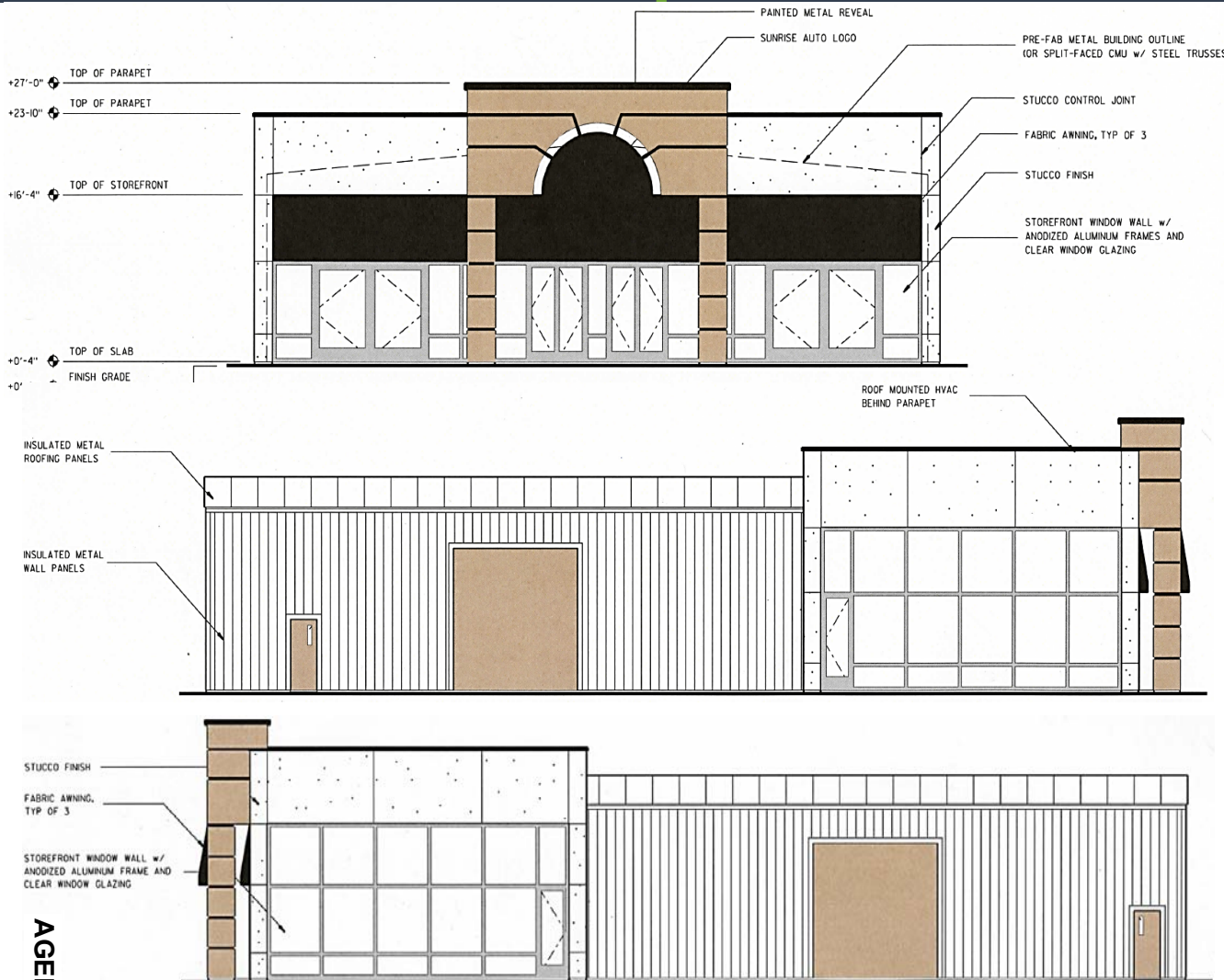


# Site Plan & Parking



- Design Guidelines recommend that commercial buildings are oriented close to the street with inviting and detailed elevations.
- The prior property owner, developed an agreement with the City allowing the construction of a new building on the existing concrete pad already setback from the right of way in anticipation of an auto dealership.
- The building is proposed at the rear of the property to accommodate display vehicles for sale.
- The site contains 24 spaces for customer parking and 84 spaces for display vehicles.

# Proposed Front Facade

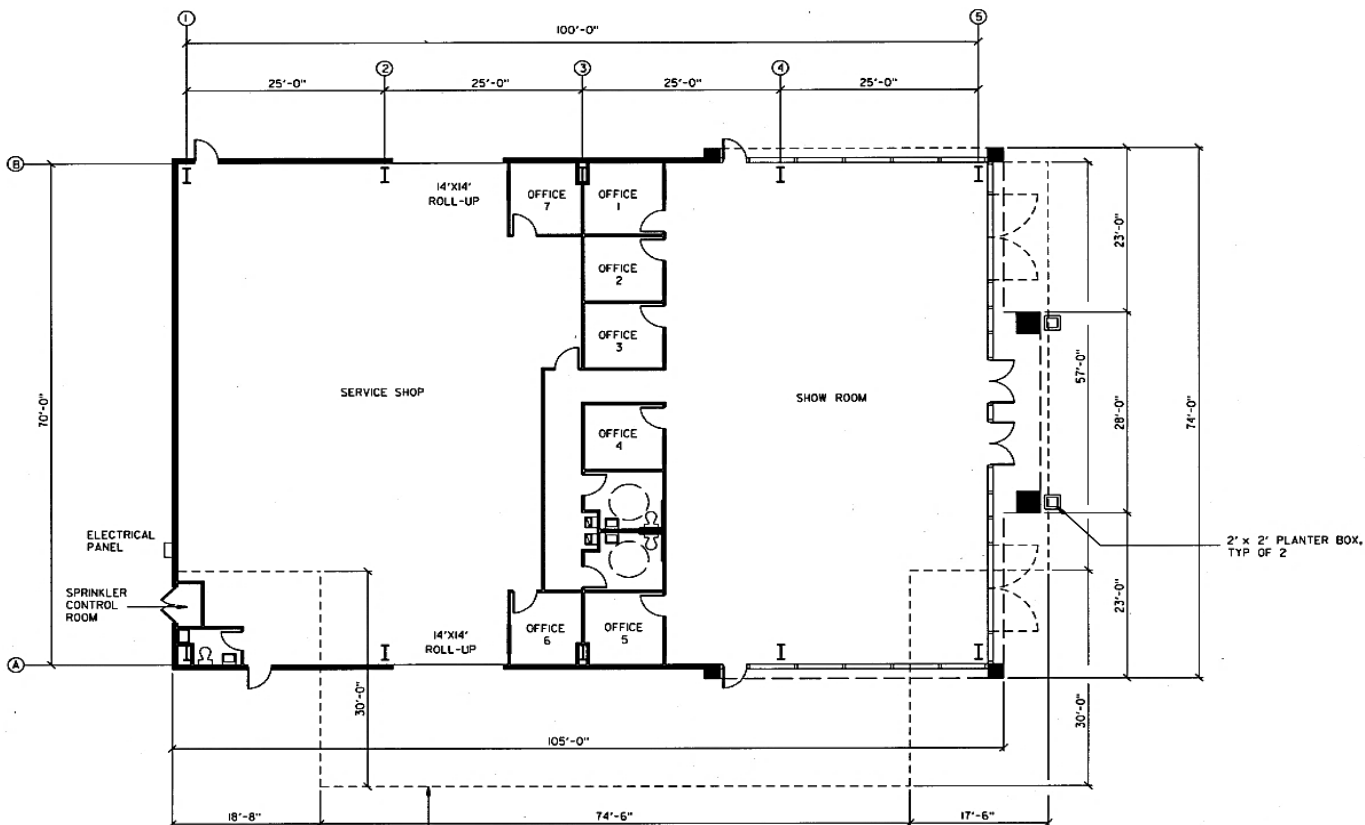


- Metal building with wood framing and a stucco finish.
- Paint colors include:
  - Dark Brown – Trim and Awnings
  - Light Brown – Accent Color
  - Off-White – Main Base Color
- Raised parapet to ensure roof-mounted HVAC units are not visible from public view.
- Storefront windows with aluminum framing and clear window glazing
- Dark brown awnings included for visual separation on the building.

6



# Building Floor Plan



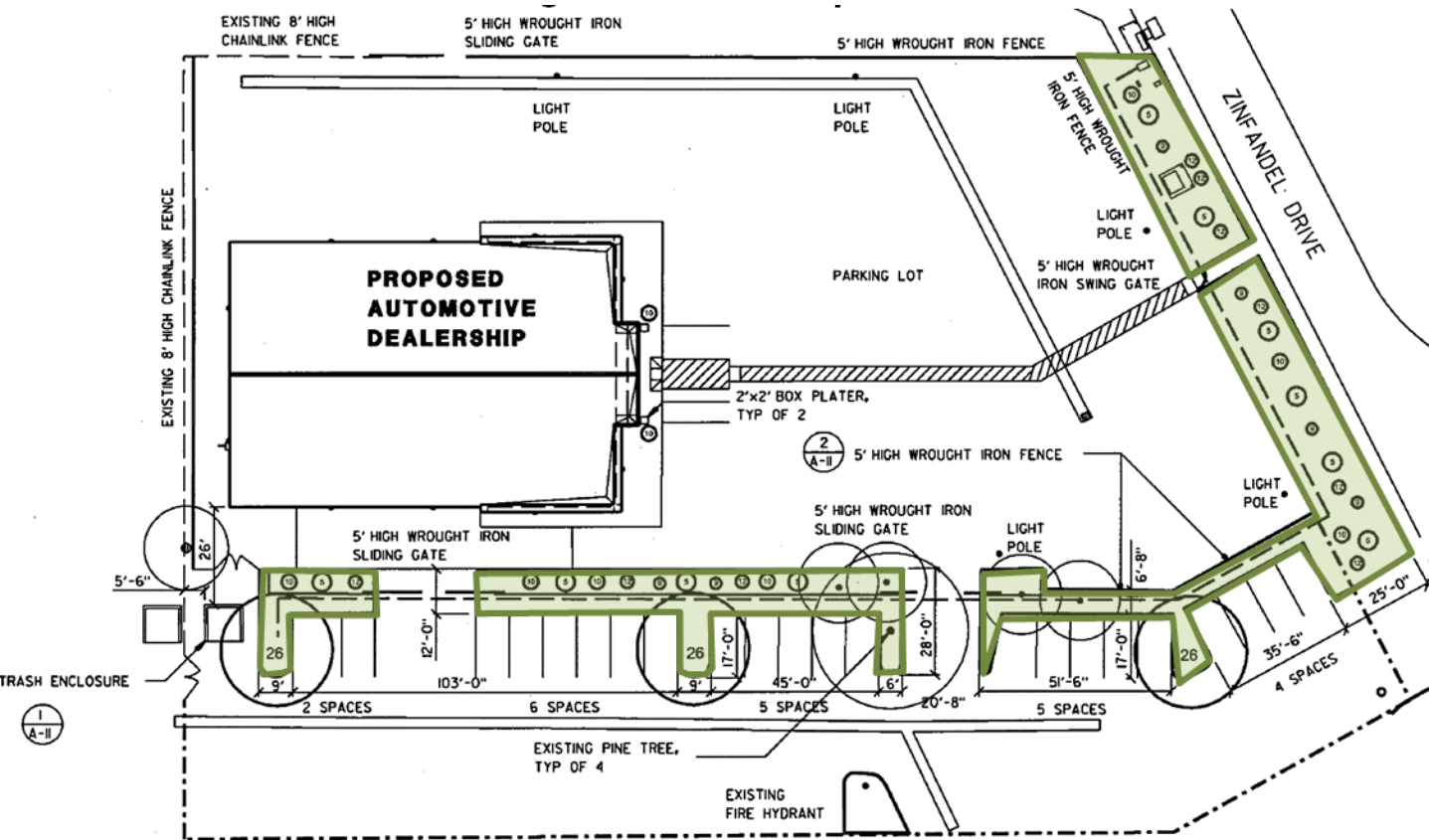
- **Show Room**      **2,800 SF**
- **Service Shop**    **3,220 SF**
- **Sales Office**     **470 SF**
- **Shop Office**      **180 SF**
- **Restrooms**        **104 SF**



## Noise Assessment

- A Noise Study was completed due to the proximity to KinderCare (north of the project site) and Summerset Senior Living (southwest of the project site).
- The Assessment resulted in the following recommendations:
  1. All workshop activities must be conducted within the confines of the shop.
  2. Wall panels utilized for the building should have some kind of noise mitigation incorporated during construction.
  3. A CMU wall shall be constructed along the KinderCare property line with a Sound Transmission Class (STC) of at least 47.
  4. Overhead doors should have a STC rating of at least 20 and employees are required to close the door during performance of activities resulting in 90 dB or greater.
  5. Construction contractor should ensure construction is “tight” with no gaps at roof/wall, wall/wall or other joints/seams where sound can escape.
  6. Contract a vendor to conduct a follow-up noise assessment once facility is constructed.

# Proposed Landscaping



- Project will include new landscaping and irrigation
- A 5' high wrought iron fence will surround the site along landscaped areas.
- Large existing trees will remain on site.
- Proposed landscaping includes:
  - Compact Italian Cypress (10)
  - Chinese Fringe Flower (6)
  - White Iceberg Roses (7)
  - Carpet Roses large (9)
  - Chinese Pistache (3)

## Recommended Motions

- City Council determine that the project is in compliance with the California Environmental Quality Act (CEQA) as exempt pursuant to CEQA Guidelines **Section 15183** (Projects consistent with a community plan, general plan, or Zoning); **Section 15303** (New construction or conversion of small structures); and **Section 15332** (In-fill development projects)
- Adopt Resolution No.152-2017 for the Major Design Review Permit for Sunrise Auto Village DD9715, subject to the findings, Project Plans (**Exhibit A**) and Conditions of Approval (**Exhibit B**).

# THANK YOU

Questions??

## MEMORANDUM

**DATE:** December 18, 2017

**TO:** Honorable Mayor and Council Members

**FROM:** Darcy Goulart, Principal Planner

**SUBJECT:** **REVIEW, DISCUSSION AND PROVIDE DIRECTION TO STAFF REGARDING PROPOSED AMENDMENTS TO TITLE 23 (ZONING CODE) OF THE RANCHO CORDOVA MUNICIPAL CODE.**



### **RECOMMENDATION**

Receive a report and provide direction to staff on proposed Title 23 (Zoning Code) Amendments including changes to: allow patio cover within the rear-yard setback, reduce parking requirements for tasting rooms, change permit requirements for carwashes and auto detailing, prohibit electronic message boards on building facades, address issues related to shipping/storage containers, address residential driveway surfaces and parking locations of RV's boats and trailers.

### **RESULT OF RECOMMENDED ACTION**

No action will be taken by the City Council. Staff will provide an overview of the proposed amendments to Title 23 and request direction from the City Council to prepare the amendments for a future public hearing and action.

### **BACKGROUND**

Periodically, amendments to the Municipal Code are necessary to address ambiguities, provide clarification, to be consistent with customary practice or to comply with changes in State law. In the past, Title 23 has routinely been amended for these assorted reasons, as well as to include new development standard to address uses that may not be in the code. Past practice has been to provide the City Council with information regarding the proposed amendments and seek direction before preparation and scheduling the amendments for a public hearing and action. Below is a summary of the proposed amendments to Title 23 on which staff is seeking direction from the City Council.

### **ANALYSIS**

- ***Rear-Yard Projections for Residential Properties*** – Staff has repeatedly encountered issues with residents wanting to construct an attached patio cover to the house, but are unable to do so due to the need to maintain the required rear-yard setback. When attached to the house, the patio cover is required to maintain the same rear-yard setback as the house. While a detached accessory structure, located 6 ft. from the house is allowed to reduce the rear yard setback to 5 ft. In many instances, production homes are built with very little rear yard space, which results in a homeowner having to forego any attached shade structure

Staff researched options to address this issue and discovered that one neighboring jurisdiction allows structures that are attached to the primary dwelling, that have limited or no enclosure (e.g. patio covers) to project into the rear-yard setback, provided they maintain a minimum 5-foot setback. Along with this comes the understanding that enclosing the structure in the future would not be possible without significant structural modifications to adhere to the required rear-yard setback. As this may be a viable solution to an issue that many homeowners are facing, staff seeks direction from the City Council to:

1. Prepare an amendment to the code that would allow attached patio covers or other similar structures to reduce the rear-yard setback to 5 feet or a distance specified by the Council.
- **Car Washes and Detailing** – The City has recently been contacted by two separate individuals inquiring about opening a self-serve car wash and indoor waterless car wash detailing business on parcels with a Commercial Mixed Use (CMU) zoning designation. These types of uses require:

| Land Use Category      | RMU | CMU    | OPMU | OIMU | LIBP | VC | LTC | RTC |
|------------------------|-----|--------|------|------|------|----|-----|-----|
| Car wash and detailing | N   | AUP 13 | C 13 | C 13 | AUP  | N  | C   | C   |

13. No portion of the use shall be located within 500 feet of an intersection.

As can be seen in the table above, in most cases, a discretionary permit is required with a footnote indicating that the use can only be permitted if located more than 500 feet from an intersection. In both inquiries, the prospective business operators expressed concerns with the 500-foot limitation and how in many instances this restriction makes it very difficult to fit the desired use on certain vacant parcels. Staff internally discussed the current standard and whether it is consistent with standard practice in neighboring jurisdictions.

Upon review of the surrounding jurisdictions' requirements for car washes, in all cases a conditional use permit was required. In some cases, additional development standards for car washes were incorporated into the code which related to noise, stacking distance, and hours of operation. Location or distance requirements were not a factor in the surrounding jurisdictions' code.

Additionally, staff considered how each use is operated and if they should be separately listed on the land use table. After conducting the research, it was clear to staff that these uses do operate differently and should probably be separated. A detailing or waterless car wash use generally operates on an appointment only basis and detailing occurs indoors to provide protection from the weather. Detailing is done with spray on cleaners and wiped off with various cloths. Unlike a car wash, this type of use doesn't have stacking lanes, multiple vacuums or circulation concerns. Based upon this information, staff is seeking direction from the City Council to:

1. Modify the use table to require a Conditional Use Permit for car washes in the CMU zone and deleted the requirement to be located 500 from an intersection; and
2. Incorporate development/performance standards for car wash that would address proper situation of the building on site, noise, adequate stacking distance, circulation, hour of

operation and any other standards that the City Council deems necessary for these types of uses; and

3. Modify the use table to require an Administrative Use Permit for auto detailing/waterless car washes in the CMU, OPMU and OIMU.
- **Tasting Room Parking Standards** – As the City Council is aware, the City has a few existing and proposed breweries whose main function is brewing craft beers. With many of these operations, the business owner also likes to have a retail side where patrons can taste and purchase the various craft beers brewed on site. The code already allows the retail component of the business. However, it lacks any parking standards for the tasting room portion of the business. Currently, staff is utilizing the parking standard for a bar/nightclub, which is 1 per 3 fixed seats, or 1/50 sf. of net floor area of assembly space. The only similarity between a tasting room and bar/nightclub is the consumption of alcohol onsite. The frequency in which patrons come and go differs between the two uses, where a bar/nightclub will likely have patrons that stay for longer periods of time and in larger numbers, necessitating a larger parking demand. Therefore, staff is seeking direction from the City Council to:
    1. Research and incorporate parking standards for onsite tasting rooms associated with a brewery, winery or distillery.
  - **Electronic Message Boards** – At a meeting earlier this year, an amendment to the electronic message board standards was discussed. The intent of the amendment was to prohibit electronic reader boards from being attached to the façade wall of a building and being used to advertise goods sold at the location. The Council expressed interest in wanting to allow signs to be projected onto a building and directed staff to clarify the definitions in a manner that would allow this and prohibit wall-mounted reader board signs. Below are the suggested amendments related to electronic message board signs. Staff is proposing to delete definitions that are repetitive and expand other definitions to provide greater clarification. Deletions are shown in strikeout and new text is underlined.

### Definitions

“Changeable copy sign” means a sign or portion of a sign with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than once per day shall be considered an animated sign and not a changeable copy sign. “Examples include, but are not limited to gas station pricing and theater marquis signs that do not come under another sign definition.”

~~“Changeable copy sign, electronic” means a sign, or portion of a sign, that (1) by means of any form of illumination, displays electronic fixed text or fixed images, using any types of illumination device and (2) in which said text or images change in sequence. Electronic graphic display signs may include computer programmable, microprocessor-controlled electronic or digital displays. Electronic graphic display signs may project text or images onto buildings or other objects.~~

“Electronic message or electronic graphic display sign” means a sign or portion of a sign that displays still, scrolling, moving or flashing text or graphic images, one or more messages with text, electronic, static images, static graphics or static pictures., with or without text information, generated by a number of small matrix elements using different

combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, re-pixelization or dissolve modes. Electronic graphic display signs include computer programmable, microprocessor-controlled electronic or digital displays. An electronic message or graphic display sign could be used as a message delivery method for a monument sign or other freestanding sign, or billboard, subject to all applicable provisions and limitations in the code. Electronic message or graphic display signs may project text or images onto buildings or other objects. Digital freeway signs utilizing electronic messaging technology are subject to the standards and permit requirements in RCMC 23.743.150.

~~“Electronic message sign” means an electronic sign that displays one or more messages. An electronic message sign could be used as a message delivery method for a wall sign, a monument sign or other freestanding sign, or a billboard, subject to all applicable provisions and limitations in the code. Digital freeway signs utilizing electronic messaging technology are subject to the standards and permit requirements in RCMC 23.743.150.~~

### **23.743.050 Prohibited signs.**

~~Q. Electronic changeable copy signs, except as provided for in RCMC 23.743.065 (Standards for electronic message signs). Reserved~~

S. Electronic message and graphic display signs except as provided for in RCMC 23.743.065 (Standards for electronic message and graphic display signs).

T. Signs with fluctuating illumination, including any changes in light intensity or use of intermittent, strobe, or moving light that does not fall under the definition of another sign type (e.g., video display sign), unless approved under Section 23.743.065.

### **23.743.065 Standards for electronic message signs.**

A. Applicability. Permit requirements for electronic message signs are established in RCMC 23.743.030(C). Provisions of this section apply to the following sign types as defined in this chapter:

1. Video display signs.
2. Electronic graphic display signs and electronic message signs.
3. Time and temperature signs.

B. Development Standards. The following provisions apply to electronic message signs:

7. Signs are not permitted as fixed attachments to or as part of the building façade. Temporary projection onto a building façade within the XXXX zone are permitted which do not violate this code.

- ***Shipping/Cargo Containers for Storage*** – A previous amendment effort that was done earlier in the year included some edits and deletions of text associated with shipping/cargo storage containers. The amendments codified that these containers were not considered a residential accessory structure and that they may only be used for the storage of personal property for a period of up to 60 consecutive days as a temporary use.



However, through the course of making amendments to address these containers in residential zones, text was inadvertently deleted from the code that addressed the use of these containers for storage in commercial, industrial and park/open space zones upon approval of a design review. Upon deletion of this text, there is no longer a mechanism in the code to allow these containers and therefore they are prohibited City wide. Staff does not believe that it was the Council's intent to disallow these containers City wide, as they are often used for the outdoor storage of materials and goods for industrial and commercial uses. Therefore, staff is seeking direction from the City Council on the following:

1. Is it the consensus of the City Council to allow the use of shipping/cargo storage containers for storage purposes, through the approval of a discretionary permit (minor design review or administrative use permit) and compliance with development standards such as screening and setbacks? and;
  2. Are there specific zoning designations that the City Council would not want to allow these containers for storage, other than residential where the code already prohibits them?
- ***Shipping/Cargo Containers Converted for Commercial Use*** – In recent years, many startup or small businesses are repurposing shipping/cargo containers and using them to operate a commercial business. Most commonly, they are used for small restaurants with outdoor seating or bars. In other parts of the Country, there is a growing trend to create somewhat of a “container district” where there are multiple containers in the same general location surrounding a public area, such as a park. This tends to encourage use of public spaces and the outdoors, as well as other social interactions and events.

In downtown Sacramento, there are several businesses that are run out of converted containers. These have opened in developed areas and designed to blend in with the existing character of the neighborhoods. Below are some examples of how these containers can be converted into commercial businesses.

**Figure 1**



Figure 2



Figure 3



Economic Development has received inquiries from businesses interested in operating out of a converted container. Lacking any provisions in our code that address these types of structures, staff is unable to provide any guidance or direction to perspective business owners. Therefore, staff is seeking direction from the City Council on the following:

1. Does the City Council want to allow the conversion of containers for commercial businesses?

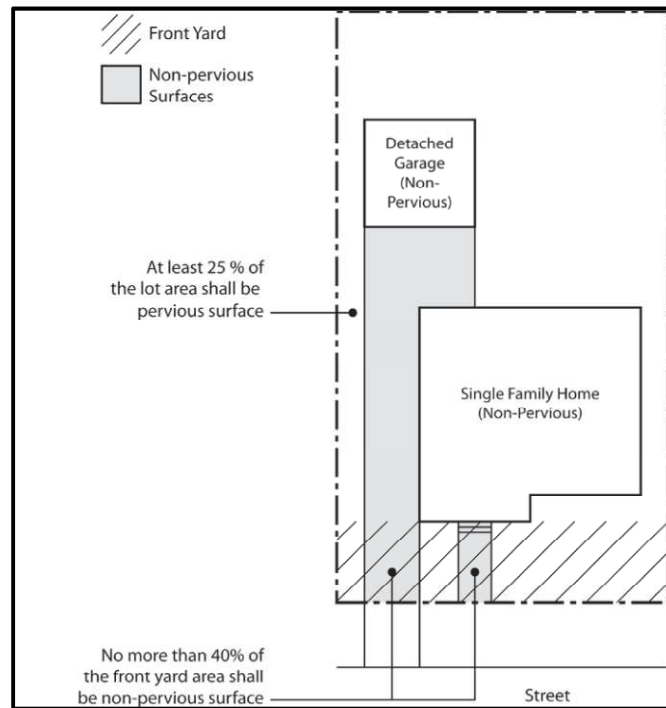
If the Council would like to consider this as an option, staff would bring back an amendment that includes various development and performance standards related to the use of these structures for commercial purposes and potential zoning designations that would be most appropriate for these types of uses.

- **Acceptable Pavement Surface (Residential)** – While reviewing the code, there are a few sections that address acceptable pavement surfaces for vehicle parking. These surfaces

include concrete, asphalt, grasscrete or similar material, paver stones, pervious concrete, paving strips, or interlocking grids with gravel. However, the code also includes a statement that grasscrete, paving strips and alternative paving surfaces cannot be used for parking surfaces within the front yard or as seen by the public. While it may appear to the reader that they can use certain materials as a surface for parking, staff has found that it tends to be slightly convoluted for the public to clearly decipher what surfaces they may and may not use for parking. Therefore, staff is seeking direction from the City Council to:

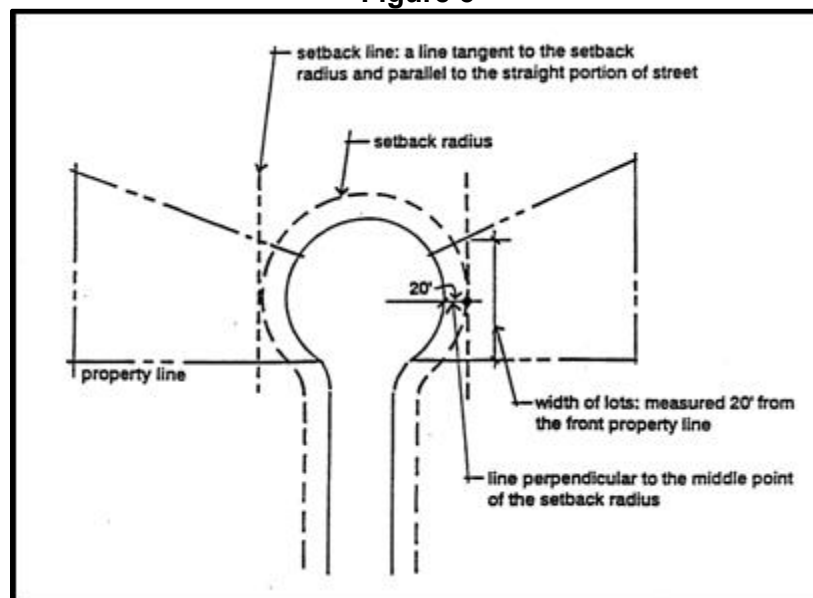
1. Prepare an amendment that includes a graphic that better represents which materials are acceptable for parking in the front yard and which materials are acceptable for parking behind a fence or in the side and rear yard area.
- ***Driveway Pavement Side Setback*** – As currently stated in the code, driveway pavement and pavement strips must have a 5-foot setback from the side property line in order to provide an area of landscaping between adjacent lots. The code also offers up a process to deviate from this standard for small-lot single family developments through the master home plan review process. However, the City has several developments that have gone through this approval process, homes have been constructed, and an individual home owner that may want to deviate from this standard to provide additional parking or paving strips to an area behind a fence, does not have a clear means to do so. Staff is seeking direction from the City Council on the following:
    1. Does the Council want to provide a means for individual property owners to deviate from the standard such as a minor design review? and;
    2. Does the Council want to allow this deviation for all types of paving surfaces or only for paving strips that lead to an approved parking area behind a fence?
  - ***Percentage of Nonpervious Surface (Residential Front Yard)*** – As stated in the code, no more than 40 percent of the front yard area shall be nonpervious surface (e.g. sidewalks, driveway, or parking). The code provides a graphic to easily depict the percentage calculation for an Atypical lot (Figure 4).

Figure 4



What is not addressed or depicted in the code is how to properly calculate the percentage of nonpervious surfaces on lots within a cul-de-sac that have an arcing front property line. This makes it difficult to calculate the nonpervious surface area percentage. A figure similar to Figure 5 would be helpful to staff and the public when trying to determine exactly how to calculate the percentage. The example graphic is related to how to calculate a front yard setback. Staff would prepare something very similar, but would ensure that it is reader friendly and be similar to what is show in Figure 4.

Figure 5



- ***RV, Trailer, and Boat Parking*** – Prior to May of this year, residents were allowed to park a registered and operable RV, trailer or vessel (boat) on a hard surface (compacted gravel, concrete, asphalt or similar durable surface) within the front and street side yard setbacks as long as it was not within the clear vision area on a corner lot. Through the amendment process the code was changed to no longer allow these types of vehicles to be parked in the location where they have historically been allowed to park for many years. When presented to the Council, the intent of the regulation was to prohibit the parking of RVs and boats on “Hollywood strips,” or a driveway that led to nowhere; staff does not believe the intent was to prohibit all RV and boat parking on driveways. The code now states:

*23.719.130 J. Parking of RVs, trailers, and vessels shall conform with the following additional regulations:*

- 1. Parking shall not be within the front and street side yard setbacks.***
- 2. Parking on a lasting, durable surface (e.g., concrete, asphalt, grasscrete, or permeable paving material) hard surface such as compacted gravel, concrete, asphalt, or similar durable material is required.*
- 3. Parking within the clear vision area is prohibited.*

Upon adoption, it was clear to City staff, including Code Enforcement, that there were potentially hundreds of properties now in violation of the code due to the location of their parked RV, trailer or boat. Properties may not be able to accommodate these vehicles behind a fenced area and therefore results in the need for off-site storage. To better understand the impact that the new regulations could have on residents, Code Enforcement staff conducted a modest survey of RVs, trailers, and boats within the City in the established neighborhoods of Cordova Lane, Cordova Meadows, Lincoln Village, and Sun River. A sweep of roughly three to ten streets in each area was also done in the newer developments such as, Anatolia and Kavala Ranch.

Findings showed the older neighborhoods had a larger quantity of RVs and boats than the newer areas. This is attributed to the fact that the driveways in the newer subdivisions are not conducive to accommodating the space needed for a RV or boat. Additionally, homeowner association rules in newer neighborhoods may prohibit it. The combined average number of RVs, trailers, and boats per neighborhood identified in the survey was 43. Multiplying the combined average of 43 by 19 neighborhoods reflects on the neighborhood list, there are about 817 RVs, trailers, and boats throughout the City that could now be out of compliance with the code.

Additional obstacles that were noted during the research process were:

- 11 facilities w/in a 15 miles radius and most are at capacity or have 1-3 vacancies
- Average monthly cost for offsite storage - \$96.37 to \$126.37.
- Many do not accept vehicles or boats older than 1985.
- Require current registration and valid liability insurance.
- Average yearly cost for storage and insurance - \$1,356 to \$5,783.

If residents were willing and financially able to pay for storage, there are few storage options for residents with RVs, trailers, and boats. A majority of storage facilities in the region are full or near max capacity with only one to three spaces available. Using a

storage facility would be an extra cost passed on to the resident. If the Rancho Cordova Municipal Code prohibits RVs, trailers and boats from being stored on private residential properties, those residents owning said vehicles would have to pay for storage and insurance. The monthly average cost would vary for individuals depending on the chosen storage facility, vehicle or vessel, and personal background. Requiring residents to pay for storage related costs could pose a financial hardship. Prohibiting parking of these vehicles on driveways could also lead to residents simply parking them on the public street and moving them to a new spot every few days to avoid a parking violation.

Based upon the above information, staff is seeking direction from the City Council on the following:

1. Does the City Council want to keep the regulations as written, which could result in Code Enforcement to begin issuing notices of violation for all those properties that are now out of compliance? If this is the direction, staff would suggest an amendment that takes into consideration a sunset clause that gives property owners with an existing vehicle parked in the front or side street yard a specified amount of time to come into compliance with code.
2. If the intent of the City Council is to allow these vehicles to be parked in the front or side yard setback, staff would suggest amending the code to allow property owners that can provide proof of ownership prior to the effective date that prohibited front and side street parking (June 2017), to continue to park their vehicles as they have done so for many years. This would essentially permit those that have owned and parked their vehicles on their property to continue to do so, but prevent any new ones from occurring. Anything purchased after the June 2017 effective date would need to utilize an off-site storage facility to park these types of vehicles.

# Title 23 – Zoning Code Amendments

December 18, 2017



# MEETING GOALS

- Obtain direction from City Council on various amendments to Title 23 related to:
  - Rear yard projections for residential uses
  - Car washes/detailing
  - Tasting room parking standards
  - Electronic Message Boards
  - Shipping/Cargo storage container for storage and commercial use
  - Acceptable pavement surfaces
  - Driveway pavement side setback
  - Percentage of nonpervious surface (residential front yard)
  - RV Trailer and Boat parking



# REAR YARD PROJECTIONS

**Issue** – Attached patio covers are required to maintain same rear yard setback as the house.

- Limited rear yard space
- to reduce setback to 5 feet, patio cover must be 6 ft. from house

**Potential solution** – allow attached structures with limited or no enclosure (patio covers) to project into the rear yard setback.

- must maintain a 5 ft. rear yard setback.
- Homeowner understanding that enclosing structure in the future will require structural modifications to adhere to required rear yard setback.

# CAR WASHES & DETAILING

**Issue** –Must be 500 feet from an intersection in CMU, OPMU and OIMU.

- Prospective operators state this restriction makes it very difficult to fit the desired use on vacant CMU parcels.
- Car wash and detailing uses operate differently and should probably be separated.

**Potential Solution** –

- CUP for car washes in CMU zone & delete reference to 500 ft. distance
- Incorporate development/performance standards into code that address proper situation of bldg. on site, noise, adequate stacking distance, circulation hours of operation and other standards that the Council deems necessary.
- Require AUP for auto detailing/waterless car washes in CMU, OIMU & OPMU

# TASTING ROOM PARKING

**Issue** – code lacks any parking standards for tasting rooms.

- currently using stdn. for bar/nightclub (1/3 fixed seats or 1/50 sf. of net floor area).
- only similarity is the onsite consumption of alcohol.
- frequency in which patrons come and go differs between the two; bar/nightclub will likely have patrons that stay longer and in larger numbers, necessitating a larger parking demand.

**Potential Solution** – Direct staff to research and incorporate parking standards for onsite tasting rooms associated with a brewery, winery or distillery.

# ELECTRONIC MESSAGE

Proposed amendments to provide greater clarification regarding electronic message boards.

- Delete changeable copy sign, electronic - definition is very similar to electronic message sign.
- Combine electronic message sign and electronic graphic display into one definition. Definition allows the projection of text or images onto a building or other objects.
- Add development standard to electronic message signs to prohibit message boards from being fixed to a building façade.

# CARGO/SHIPPING CONTAINERS -

**Issue** –language related to the use of cargo/shipping containers for storage in commercial, industrial and park zoning districts was inadvertently deleted during May 2017 amendments

- No longer a mechanism to allow these containers and therefore prohibited City wide
- Often used for outdoor or seasonal storage of materials and goods.

**Potential Solution** – introduce language and development standards back into the code to permit the use of shipping/cargo containers for storage upon approval of a discretionary permit.

# CARGO/SHIPPING CONTAINERS -

***Issue*** – code doesn't address the re-use of cargo/shipping containers for commercial uses (restaurants, bars, etc.)

- Econ Development receives inquiries about converting containers into commercial uses.
- Lacking any provisions in the code, staff cannot provide guidance or direction to prospective business owners.

***Potential Solution*** – If it is the consensus of the Council, include development/performance standards related to the re-use of these containers for commercial businesses.





# ACCEPTABLE PAVEMENT

**Issue** – Two areas of the code address acceptable pavement surfaces for vehicle parking.

- One section states what surfaces are acceptable to park a vehicle on in a residential zone.
- Another section states that some of these surfaces aren't acceptable parking surfaces in the front yard or as seen by the public.
- Wording tends to be slightly convoluted to clearly decipher what surfaces can and cannot be used for parking.

**Potential Solution** – Amend the text and include a graphic that better represents what material is acceptable for parking and where.



# DRIVEWAY PAVEMENT SIDE

**Issue** – 5-foot side yard setback for driveway pavement in order to provide an area of landscaping between adjacent lots.

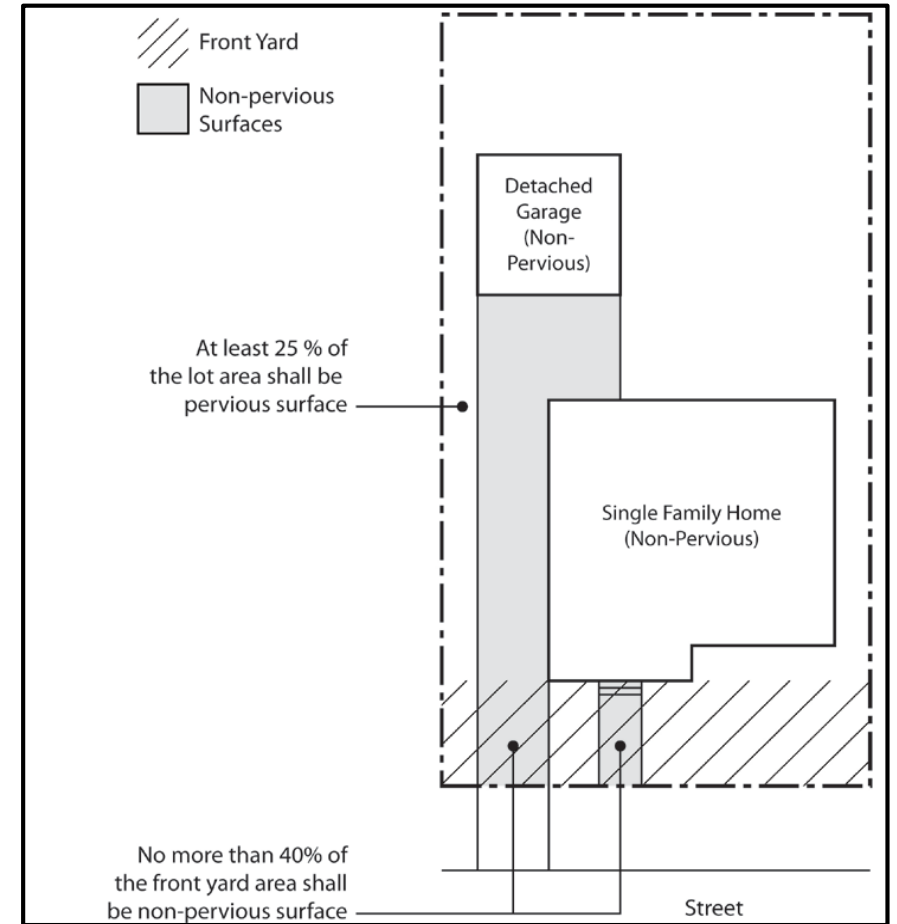
- Code allows a deviation for small-lot single family developments through the master home plan review process.
- No deviation process for individual homeowners that may want to deviate from the standard to provide additional parking or paving strips to an area behind a fence.

**Potential Solution** – Allow a deviation for property owners; possibly through a minor design review. The deviation could be for all paving surfaces or only paving strips that lead to an approved parking area behind a fence.

# PERCENTAGE OF NONPERVIOUS

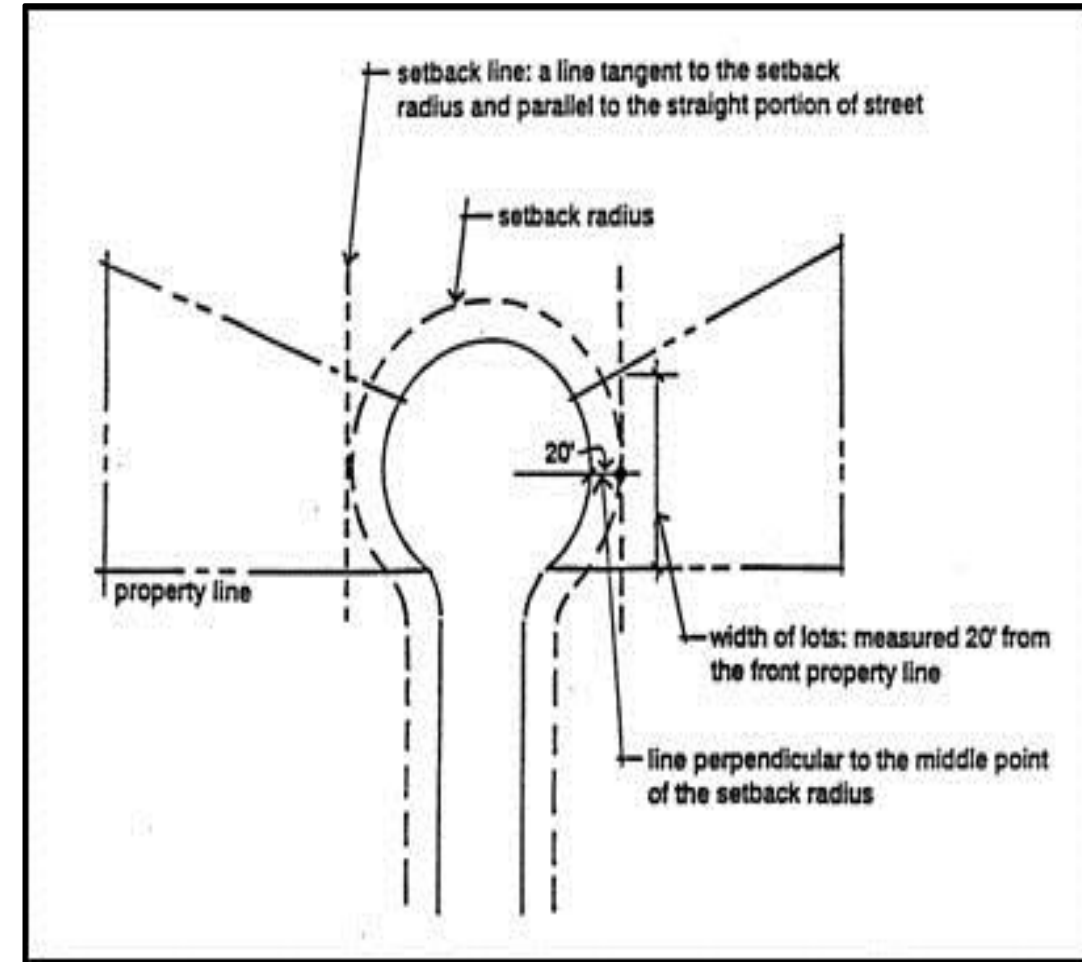
**Issue** – no more than 40% of the front yard area shall be nonpervious surface (sidewalks, driveways or parking),

- Graphic in the code depicts calculation percentages for an Atypical lot.
- Doesn't address or depict how to properly calculate the % on lots within a cul-de-sac that have an arcing front property line.



# PERCENTAGE OF NONPERVIOUS

**Potential Solution** – Include a graphic that depicts where the measurements would occur on a cul-de-sac lot.



# RV, TRAILER AND BOAT

**Issue** – As of mid 2017, code no longer allows parking of RV's, trailers, and vessels within the front and street side yard setbacks.

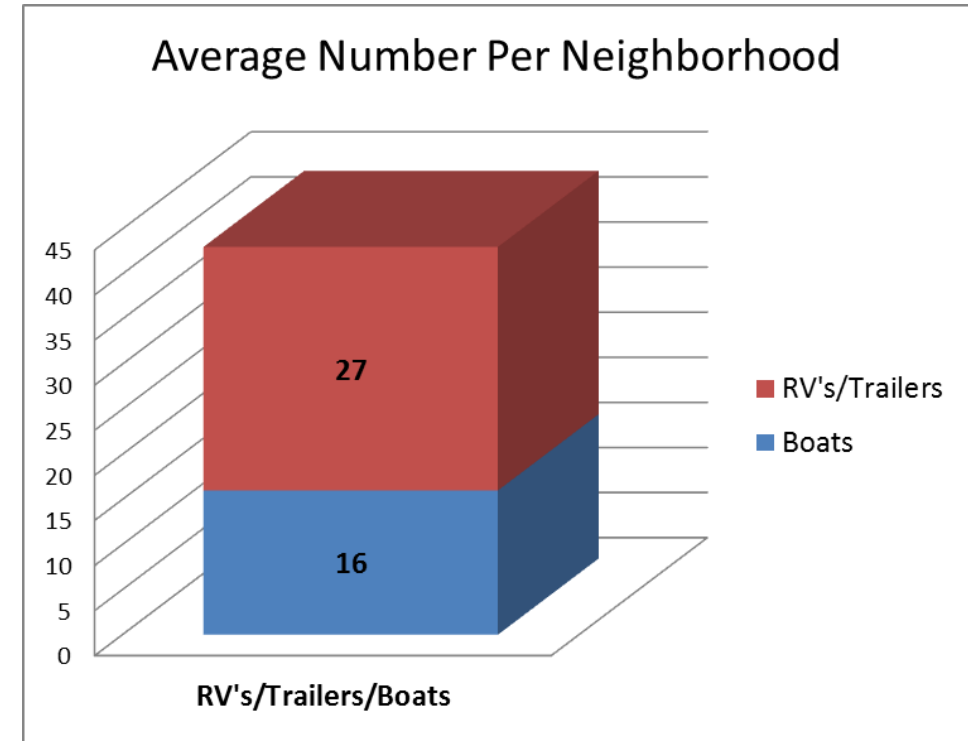
***Parking shall not be within the front and street side yard setback.***

- When presented to the Council the intent was to prohibit parking on “Hollywood strips” or a driveway that led to nowhere.
- Staff does not believe the intent was to prohibit all RV and boat parking on driveways.

# RV, TRAILER AND BOAT

Code Enforcement conducted a modest survey of established neighborhoods and found:

- 27 RV's/Trailers
- 16 Boats
- 43 Combined
- 19 Neighborhoods
  - 817 RV's/Trailers/Boats



# OFFSITE STORAGE

Average monthly cost for storage - \$96.37 to \$126.37.

- 11 facilities w/in a 15 mile radius
- Most are at capacity or have 1-3 vacancies
- Many do not accept vehicles or boats older than 1985
- Require current registration and valid liability insurance

Average yearly cost for storage and insurance - \$1,356 to \$5,783.

# Options

1. Status Quo
  - Staff would suggest that the City Council consider a sunset clause that gives property owners a specified amount of time to come into compliance with the code.
2. Revert back to previous code language - Allow RV's, trailers and boats to be parked in the front or side yard setback. The City Council could consider allowing property owners that can show proof of ownership prior to the Code change to continue to park their vehicles in the front and side street setback. This would prevent any new ones from occurring.

| Issue Area                                                                                                                  | Yes | No |
|-----------------------------------------------------------------------------------------------------------------------------|-----|----|
| Rear yard projections for attached structures w/limited or no enclosure                                                     | Yes | No |
| Carwash – CUP in CMU, Delete 500 ft. distance from intersection, Auto detailing/waterless car wash – AUP in CMU. OIMU, OPMU | Yes | No |
| Tasting Rooms – parking standards                                                                                           | Yes | No |
| Electronic Message Boards                                                                                                   | Yes | No |
| Cargo/Shipping Containers – storage                                                                                         | Yes | No |
| Cargo/Shipping Containers – Commercial                                                                                      | Yes | No |
| Acceptable Pavement Surface                                                                                                 | Yes | No |
| Driveway pavement – side setback                                                                                            | Yes | No |
| Percentage of Nonpervious Surface                                                                                           | Yes | No |
| RV, Trailer and Boat Parking                                                                                                | Yes | No |



# THANK YOU

QUESTIONS & DISCUSSION



## MEMORANDUM

**DATE:** December 18, 2017

**TO:** Honorable Mayor and Council Members

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

**SUBJECT:** Discuss Establishment of an Employee Home Loan/Down Payment Assistance Program



### **RECOMMENDATION**

Discuss timing and parameters for the possible establishment of an employee home loan/down payment assistance program for the purchase of a primary residence in the City of Rancho Cordova.

### **RESULT OF RECOMMENDED ACTION**

The direction provided will determine whether the City will move forward with an employee home loan program. Staff would finalize program requirements and return for final Council approval prior to enacting a program.

### **BACKGROUND**

At the November 6, 2017 City Council meeting, Council directed staff to bring forward ideas for establishing an employee home loan/down payment assistance program. At the November 20, 2017 City Council meeting, staff suggested some program criteria for how an employee home loan program might work and asked for further Council direction. At that meeting, the City Council directed staff to look at other agencies with employee home loan and down payment assistance programs and return with further information.

The attached matrix (Attachment 1) compares seven different employee home loan programs, most of which are found in the San Francisco Bay Area and one in southern California. In addition, Attachment 2 provides supplemental information in the form of staff reports and brochures from many of these agencies further describing how their respective programs work. Based on the information, staff recommends general guidelines for the structure of an employee home loan/down payment assistance program should the City Council decide to move forward. The recommended guidelines are summarized below:

- This program would be available to all permanent, full-time staff employed directly by the City of Rancho Cordova.
- The amount of the loan shall be capped at \$50,000, or 10% of the purchase price of the property, whichever is lower. Employees would be required to provide 10% down payment.

- A Deed of Trust encumbering the real property, which must be the principal place of residence of the employee and shall be located within the city limits of Rancho Cordova, shall secure all loans. The Deed of Trust shall be title insured.
- The loan will be due: upon the sale, transfer of any interest, ceasing to use the property as their primary residence, or failure to comply with the loan conditions.
- If the employee leaves the employment of the City, for any reason, the loan must be repaid within five years of the separation date.
- The initial rate of interest will be 3% annually.
- Payments of interest (and principal when due) shall be made biweekly through payroll deductions.
- No payment on the principal of the loan will be due until after the end of the 5th year of the loan.
- Commencing 5 years from the initial date of the note, payments of principal amortized on a 25-year schedule in addition to interest payments will be payable biweekly through payroll deductions.
- The City will file a second deed of trust on the property with a provision requiring a request for notice from the holder of the first deed of trust. The second deed of trust shall be title insured.
- The employee may pay off the loan at any time with no prepayment penalty.
- The total of Employee Home Loan/Down Payment Assistance Program loans shall not exceed \$2 million of the City's investment portfolio at the time of placement of any loan.
- An inspection of the property being purchased will be performed by the City Building Inspector (or designee) to determine if there are any City code violations. Employee loans may be delayed for any properties that are found to be in violation of the City's code until the violation is corrected. Employee must correct any existing code violations within one year of purchasing the residence.

If the City were to move forward with an Employee Home Loan/Down Payment Assistance Program, it is recommended that the City partner with a local bank, credit union, or nonprofit to manage and administer the program. This will ensure that loans are made in accordance with lending guidelines and that confidentiality is maintained throughout the process.

**FISCAL IMPACT**

City home loans would be funded out of the General Fund and held as a receivable on the City's financials until full repayment is made. The cost to administer the program is unknown at this time and would depend on the level of interest in the program/number of loans funded. It is anticipated that the cost to administer the program would be less than \$10,000 annually.

**ATTACHMENTS**

1. Public Agency Employee Home Loan Comparison Chart
2. Supplemental Information from other agencies

## Public Agency Employee Home Loan Comparison

|                                     | Mountain View - All employees                                                                                                                                                                                   | Mountain View Sworn Public Safety Program                                                                                                                                                                       | San Mateo County                                                                                                                                                                                                                                                                                    | San Bruno                                                                                                                                                                                                                                                                   |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Maximum Loan Amount</b>          | \$100,000                                                                                                                                                                                                       | \$100,000                                                                                                                                                                                                       | \$100,000/20% of purchase price                                                                                                                                                                                                                                                                     | \$140,000/20% of purchase price                                                                                                                                                                                                                                             |
| <b>Eligibility</b>                  | all permanent, full time employees                                                                                                                                                                              | Sworn Public Safety Employees only                                                                                                                                                                              | all permanent, full-time employees with 18 months of service                                                                                                                                                                                                                                        | all permanent, full time employees                                                                                                                                                                                                                                          |
| <b>Income Restrictions</b>          | Cannot exceed 120% of the Area Median Income                                                                                                                                                                    | none                                                                                                                                                                                                            | none                                                                                                                                                                                                                                                                                                | none                                                                                                                                                                                                                                                                        |
| <b>Interest Rate</b>                | Applicable Federal Rate                                                                                                                                                                                         | Applicable Federal Rate                                                                                                                                                                                         | 3%                                                                                                                                                                                                                                                                                                  | LAIF rate at June 30 each year                                                                                                                                                                                                                                              |
| <b>Employee Down Payment Amount</b> | minimum 10% of down payment                                                                                                                                                                                     | minimum 5% of down payment                                                                                                                                                                                      | minimum of 3% of down payment                                                                                                                                                                                                                                                                       | 10% down payment                                                                                                                                                                                                                                                            |
| <b>Terms</b>                        | <ul style="list-style-type: none"> <li>* 30 year loan term</li> <li>* Interest Only first 5 years, principal and interest over remaining 25 years</li> <li>* Must be occupied as principal residence</li> </ul> | <ul style="list-style-type: none"> <li>* 30 year loan term</li> <li>* Interest Only first 5 years, principal and interest over remaining 25 years</li> <li>* Must be occupied as principal residence</li> </ul> | <ul style="list-style-type: none"> <li>* 30 year amortization after initial 5 year deferral</li> <li>* Payment deferred for first five years, principal and interest thereafter</li> <li>* Minimum 680 FICO</li> <li>* Reserves of 2 months of principal, interest, taxes, and insurance</li> </ul> | <ul style="list-style-type: none"> <li>* 15 year loan/balloon payment in year 15</li> <li>* Interest only first 5 years, principal and interest after amortized over 25 years</li> <li>* Must be occupied as primary residence</li> <li>* Minimum 680 FICO Score</li> </ul> |
| <b>Repayment Policy</b>             | Must be repaid within 5 years of separation, interest to increase 1.5% above first mortgage rate after leaving City                                                                                             |                                                                                                                                                                                                                 | Must be repaid within 5 years of separation or immediately upon home sale                                                                                                                                                                                                                           | Must be repaid within 6 months of separation or immediately upon home sale                                                                                                                                                                                                  |

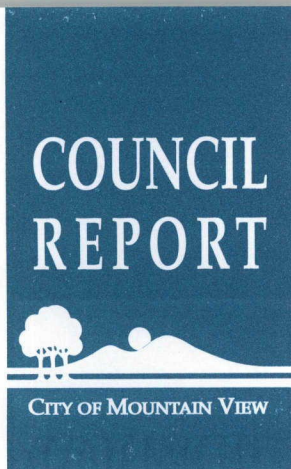
**Public Agency Employee Home Loan Comparison**

|                                     | <b>Foster City</b>                                                                                                                                                                                                                                                                                  | <b>Oakland</b>                                                                                                                                                                                            | <b>Claremont</b>                                                                                                                                                                                  | <b>Recommended Guidelines for Rancho Cordova</b>                                                                                                                                                                                                                                                                         |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Maximum Loan Amount</b>          | \$200,000/10% of purchase price                                                                                                                                                                                                                                                                     | \$20,000                                                                                                                                                                                                  | \$10,000                                                                                                                                                                                          | \$50,000/10% of purchase price                                                                                                                                                                                                                                                                                           |
| <b>Eligibility</b>                  | all permanent, full-time employees with 12 months of service                                                                                                                                                                                                                                        | Public Safety and OUSD Teachers/<br>First Time Homebuyers                                                                                                                                                 | all permanent, full-time employees with 12 months of service                                                                                                                                      | all permanent, full-time employees with 12 months of service                                                                                                                                                                                                                                                             |
| <b>Income Restrictions</b>          | none                                                                                                                                                                                                                                                                                                | Cannot exceed 120% of the Area Median Income                                                                                                                                                              | none                                                                                                                                                                                              | none                                                                                                                                                                                                                                                                                                                     |
| <b>Interest Rate</b>                | 3%                                                                                                                                                                                                                                                                                                  | 6%                                                                                                                                                                                                        | 0%                                                                                                                                                                                                | 3%                                                                                                                                                                                                                                                                                                                       |
| <b>Employee Down Payment Amount</b> | 10% down payment                                                                                                                                                                                                                                                                                    | none                                                                                                                                                                                                      | minimum 5% down payment                                                                                                                                                                           | 10%                                                                                                                                                                                                                                                                                                                      |
| <b>Terms</b>                        | <ul style="list-style-type: none"> <li>* 30 year amortization after initial 5 year deferral</li> <li>* Payment deferred for first five years, principal and interest thereafter</li> <li>* Minimum 680 FICO</li> <li>* Reserves of 2 months of principal, interest, taxes, and insurance</li> </ul> | <ul style="list-style-type: none"> <li>* 10 year loan</li> <li>* Final payment due at end of ten year term</li> <li>* Payment deferred for first five years, principal and interest thereafter</li> </ul> | <ul style="list-style-type: none"> <li>* \$1,000 forgiven for each full year the employee works for the City (considered taxable income)</li> <li>* Home price cannot exceed \$300,000</li> </ul> | <ul style="list-style-type: none"> <li>* 30 year loan term</li> <li>* Interest Only first 5 years, principal and interest over remaining 25 years</li> <li>* Must be occupied as principal residence</li> <li>* Minimum 680 FICO</li> <li>* Reserves of 2 months of principal, interest, taxes, and insurance</li> </ul> |
| <b>Repayment Policy</b>             | Must be repaid immediately upon home sale or separation from employment                                                                                                                                                                                                                             | none noted                                                                                                                                                                                                | Must be repaid immediately upon home sale or within one year of separation from employment (voluntarily)/five years if involuntarily                                                              | Must be repaid within 5 years of separation or immediately upon home sale                                                                                                                                                                                                                                                |

Public Agency Employee Home  
Loan Program Comparison

**Attachment 2 –  
Supplemental Information from other  
agencies**





**AGENDA:** January 19, 2010

**CATEGORY:** New Business

**DEPT.:** Community Development

**TITLE:** First Responder Homebuyer Assistance Program—Administrative Guidelines

### RECOMMENDATION

1. Adopt the draft Administrative Program Guidelines (Attachment 1 to the staff report) detailing the policies and procedures for administration of the First Responder Homebuyer Assistance Program.
2. Amend Council Policy D-13 establishing the homebuyer program to be consistent with the Administrative Guidelines as shown in Attachment 2 to the staff report.
3. Select the Palo Alto Housing Corporation (PAHC) to administer the program and authorize the City Manager to enter into an agreement with PAHC and any future agencies that may be needed to administer the program.

### FISCAL IMPACT

The Fiscal Year 2009-10 budget includes \$1.0 million in General Fund Reserve and \$1.0 million in Below-Market-Rate (BMR) housing funds for the First Responder Homebuyer Assistance Program. This budget should be sufficient to fund 20 loans, 10 from each funding source. At the October 27 Study Session, there was consensus among the Council that this funding should be used as a revolving loan fund that continues to fund new loans.

The \$1.0 million from the General Fund Reserve used for the revolving loan fund will not be available to fund other community or budget needs, and the funds used for employee loans will potentially be tied up during the 30-year loan term unless repaid sooner. The home loans can be viewed as an alternative investment for the City since the loans will be repaid to the City with interest at the Applicable Federal Rate (AFR), which will provide a rate of return to the City's investment portfolio. The funds used for home loans present a higher risk than the City's other investments since there is the possibility of a loan default with less equity than needed to pay off the City's loan. This higher risk is balanced by the benefit of having locally based first responders that can respond quickly in a major disaster, and the guidelines have been drafted to minimize the City's risk as much as possible. The BMR funds are intended to be used for affordable housing programs and projects; therefore, the use of the BMR funds for homebuyer loans to eligible employees would be consistent with the intended purpose of these funds.

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Ongoing administrative funds will be needed for operation of the program. At this early stage in the program, it is unknown how much administrative funding will be needed on an ongoing basis since it will depend on the level of employee interest and utilization of the program. For Fiscal Year 2010-11, the first full year of program administration, a limited-period funding request of \$25,000 will be requested in the Fiscal Year 2010-11 budget for Council consideration. It is anticipated that most of this administrative budget (about \$20,000 annually) can be covered with BMR funds since most of the interest in the program is likely to be from BMR-eligible employees. About \$5,000 will need to come from the General Fund for administrative costs associated with General Fund Reserve loans. After this first year of program administration, staff will have a better idea of how much administrative funding will be needed on an ongoing basis. For Fiscal Year 2011-12, Council can determine whether to provide ongoing administrative funding for the program or continue with limited-period funding. The administrative funds are needed to keep program documents up to date, handle inquiries, prequalify employees, monitor the loans issued, review/process documents for refinancing, sale of the purchased home and similar tasks.

One-time start-up costs will be needed between January and June of the current fiscal year, consisting of \$12,000 in BMR funds and \$3,000 in General Funds. There are currently budgeted funds in the Neighborhoods budget and BMR Program that can be used for these one-time costs. Start-up funds will be used to develop loan documents and other program material, establish a pool of preapproved lenders for the first mortgage, conduct outreach and informational meetings, handle inquiries and prequalify employees during the initial six-month start-up period of the program.

The costs associated with processing and issuing an employee loan will be paid by the employee as part of the loan closing. The employee would pay a 2 percent loan fee, which amounts to \$2,000 and assumes 20 hours of staff time by PAHC staff to process each loan. The 2 percent loan fee is consistent with what the Housing Trust of Santa Clara County charges for their loans, and the 20 hours of staff time is a reasonable assumption considering the work involved in processing a loan and coordinating with potential mortgage lenders.

## **BACKGROUND AND ANALYSIS**

### **Background**

On December 2, 2008, the City Council adopted Council Policy D-13 establishing a First Responder Homebuyer Assistance Program for sworn Police/Fire Officers and Dispatchers (Attachment 3—Meeting Minutes). On June 9, 2009, the Council amended the policy to allow all income-eligible City employees<sup>1</sup> to qualify for homebuyer assistance loans using BMR housing funds, with General Fund Reserve funds to be used for loans to sworn Police/Fire

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<sup>1</sup> Employees with a household income at 120 percent of the Area Median Income (AMI) or below, which is currently \$88,600 annual income for a one-person household and \$126,600 for a family of four.

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Officers and Dispatchers who are not BMR-eligible (Attachment 4—Revised Policy; Attachment 5—Meeting Minutes). At the October 27, 2009 Study Session, the Council provided feedback on draft Administrative Guidelines for the program (Attachment 6—October 27, 2009 Staff Memo; Attachment 7—Meeting Minutes).

### **Overview of the Homebuyer Program**

The First Responder Homebuyer Assistance Program is intended to assist employees to purchase a home and live in Mountain View, thus providing the community with locally based first responders capable of providing immediate help in the event of an earthquake or other disaster. The adopted program consists of the following key features:

- One Hundred Thousand Dollar (\$100,000) maximum loan amount.
- The loan would provide secondary financing and could be used for a down payment, closing costs or buying down the interest rate on the first mortgage.
- The interest rate for the City's loan would be set at the Applicable Federal Rate (AFR), which provides the best tax benefits for the borrower while still providing an interest rate that is significantly below market rate for secondary financing.
- The loan would be repaid to the City over a 30-year term, with interest-only payments during the first 5 years and both principal and interest payments during the remaining 25 years.
- The purchased home must be in Mountain View and must be the employee's primary residence.

### **Program Guidelines—Key Provisions**

The Administrative Program Guidelines (Attachment 1) detail the policies and procedures for implementation of the program and will be used to develop the loan application package, loan agreement and other material needed for start-up of the program. It is anticipated that the program will start up around mid-February 2010. The first year will be a trial period for the program and guidelines. After a year, staff will provide the Council with an update on the utilization of the program and also suggest any changes that may be appropriate to the guidelines.

Over the past year, there have been many changes in the lending and financial markets which have resulted in lenders instituting very conservative lending practices. Since the City's loan will provide secondary financing and is dependent on employees securing a first mortgage, the guidelines have been developed to be compatible with current lending practices. The ongoing changes and uncertainty in the lending market may necessitate additional

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modifications to the program once implemented. To avoid delays in processing employee loans, the guidelines allow for minor modifications to be made to the program, subject to the approval of the Community Development Director, City Attorney and Finance and Administrative Services Director.

The guidelines have been developed to provide flexibility and make the program beneficial for employees to use while still providing protections for the City's investment. The program is intended to serve as an incentive to encourage employees to purchase a home in Mountain View versus other more affordable nearby cities. Program regulations that are too restrictive could discourage employees from using the program. At the October 27 Study Session, the Council provided input regarding key provisions of the draft guidelines. Overall, there seemed to be consensus that the guidelines need to be simple to implement and provide enough flexibility so that the program is a viable financing option for employees. The Council provided direction on six key provisions, which have been incorporated into the attached guidelines. These changes will make it easier for employees to use the program and include the following:

- Employees will be required to use some of their own money towards a down payment, so there is some equity in the property to cushion any decline in home value. Recipients of BMR loans are required to provide 5 percent of the down payment and recipients of the General Fund Reserve loans 10 percent of the down payment. BMR loan recipients are likely to be first-time buyers with limited assets; therefore, a 5 percent down payment is proposed. A higher down payment of 10 percent is proposed for General Fund Reserve loans to provide more protection for the General Fund money and reflect the greater ability of higher-income households to provide a larger down payment.
- Subordination of the City's loan to other secondary financing (from a public agency or nonprofit organization such as the Housing Trust of Santa Clara County) that results in the City's loan being in third position will be handled on a case-by-case basis after evaluation of the amount of leveraging provided, the equity in the property and the security available for the City's loan.
- An employee is not limited from owning additional residential or commercial properties in addition to the home purchased with the City's loan, as long as the purchased home is the employee's primary residence. (The program policy currently restricts a loan recipient from owning additional residential properties and would need to be amended.)
- There are no limits on assets or savings and there is no requirement that the equity from an existing home be invested in the new home purchase.
- The draft guidelines would limit the maximum amount of the home mortgage, rather than the home price, in order to accommodate move-up buyers who may choose to buy a more expensive home by using existing home equity or other assets for a large down

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payment. Based on Council discussion, a maximum mortgage of \$850,000 is proposed, which would be updated annually based on the median price of a single-family home in Mountain View.<sup>2</sup> (The program policy currently limits the home purchase price to 120 percent of the median home price and would need to be amended.)

#### Repayment of Loan upon Termination of Employment

One of the key issues discussed by the Council at the Study Session was loan repayment requirements. The First Responder Homebuyer Assistance Program is different from other home loan programs because the loan is tied to ongoing employment with the City. This creates a challenging situation when employment is terminated due to retirement, job change or other reasons. The program policy requires that the loan be repaid to the City within 120 days after the individual is no longer an employee of the City since there is no benefit to the City to continue assuming the risk of carrying the loan once employment has ended. At the October 27 Study Session, it was noted that based on recent information from lenders, this provision could limit an employee from qualifying for a first mortgage since lenders may view the repayment provision as a balloon payment. Council requested that staff research this further and return with a recommendation. At the Study Session, Council expressed a strong interest in having the loan repaid if an individual is no longer employed by the City.

Staff has consulted with five lenders<sup>3</sup> and four of the lenders stated that requiring repayment of the City loan once employment ends would make it difficult for employees to secure a first mortgage. The lenders expressed concern that due to housing market or financial conditions at the time, the employee may not be able to refinance or sell the home to repay the City. It may also be problematic for the City to secure repayment of the loan under these circumstances. One of the lenders (MetLife Loans) has indicated that for their underwriting standards, a six-month minimum repayment period would be acceptable.

Requiring repayment of the City's loan within six months after employment ends will significantly limit the number of lenders that employees can use for the first mortgage. It may result in less employee interest in the program since employees would not be able to shop for the best interest rates for their mortgage. Therefore, staff is recommending a longer repayment period acceptable to more lenders. In addition, once employment ends, the City could increase the interest rate on the loan to that of the first mortgage, plus 1 percent to 1.5 percent above the first mortgage interest rate. This provision was acceptable to all the lenders contacted. The higher interest rate will allow the City to recoup its costs in carrying the loan once an individual is no longer employed by the City. The borrower would be allowed to

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<sup>2</sup> An \$850,000 mortgage would allow an individual with the required 10 percent down payment and the City's \$100,000 loan to purchase a home at 120 percent of the median purchase price in Mountain View, which was \$1,052,100 for a single-family home in 2009.

<sup>3</sup> Wells Fargo, Chase, Citibank, MetLife Home Loans and DHI Mortgage.

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continue making payments on the City's loan based on the higher interest rate until the loan is fully repaid and may also be required to pay a loan servicing fee.

The draft guidelines propose that upon termination of employment, the interest rate on the City's loan would increase to the interest rate on the first mortgage plus 1.5 percent (or other rate acceptable to the mortgage lender and the City's Finance and Administrative Services Director). The employee would be allowed to make monthly payments on the loan at this higher interest rate for up to 5 years after employment has ended, at which time the outstanding balance on the loan will become due and payable in full. In hardship situations, and subject to the approval of the City Attorney and Finance and Administrative Services Director, an extension to this time line may be granted. The longer (5-year) repayment period should be acceptable to most lenders and will provide sufficient flexibility for the employee to sell or refinance the home to repay the City. The 5-year repayment period protects the City by ensuring that the City does not have to carry the loan for the full 30-year term and, during the 5-year repayment period, the City will be receiving a higher interest rate to help cover the costs of carrying the loan.

### **Input from Union Representatives**

Draft program guidelines were circulated to Police, Fire and SEIU union representatives and EAGLES representatives for input and comments. Feedback was received from the EAGLES and was incorporated in the guidelines presented to the Council at the October 27 Study Session. Following the October 27 Study Session, representatives of the Police Union requested to meet with staff to discuss the guidelines and the homebuyer program. At a meeting on November 5, 2009, Police representatives expressed concern that even with the \$100,000 City loan, entry-level Officers would not be able to afford the type of home and neighborhood they would want to live in. As a result, they noted that the program may have limited appeal since Officers can get more home for their money in other cities.

### **Program Administration**

Administration of the First Responder Homebuyer Assistance Program necessitates the assistance of an outside agency with expertise in lending practices to develop and maintain program documents, provide information to employees regarding the City's program, qualify applicants, process loan applications, issue the loans and conduct ongoing monitoring of the loans. Staff originally contacted several banks and other lending institutions regarding the City's program; however, these organizations were not interested in administering the program due to its small size. Staff recommended Neighborhood Housing Services Silicon Valley (NHSSV), a nonprofit organization, to administer the First Responder Homebuyer Assistance Program, and the Council approved this in June 2009. At the time, it was believed that NHSSV would have the time and expertise to handle the City's program, and there were few other options available. Unfortunately, current housing market and financial conditions have resulted in NHSSV not having the necessary staffing or capacity to adequately handle



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the City's program. Therefore, staff is recommending changing agencies and selecting the Palo Alto Housing Corporation (PAHC) to administer the program.

PAHC is a nonprofit organization that has been administering the City of Palo Alto's Below-Market-Rate Purchase Program since its inception in the late 1970s. PAHC's Board of Directors recently decided that the agency should offer its housing administration services to other neighboring jurisdictions. The agency has the necessary expertise and staffing to professionally administer Mountain View's First Responder Homebuyer Assistance Program and can provide the full range of services that the City would need, from qualifying applicants, issuing loans and continued monitoring and oversight of the loans. PAHC also offers a more convenient, nearby location for employees meeting with them about loans since their office is located in Palo Alto. PAHC would be paid on an hourly basis for work carried out, at the rate of \$100/hour. This is the same hourly rate that the City of Palo Alto pays for administration of their BMR Program. The term of the agreement would be ongoing unless terminated by the City or PAHC. The total contract amount for the period of January 2010 through June 30, 2010 would be \$15,000 for start-up of the program, and Fiscal Year 2010-11 funding would be determined by the Council as part of the annual City budget process, as discussed under the Fiscal Impact section of this staff report. The guidelines would allow for the City Manager to execute future agreements with PAHC or other outside agencies that may be needed for the operation of the program, as long as the contract amount is within the Council-approved budget for the program.

### **ALTERNATIVES**

As an alternative to adopting the recommended Administrative Guidelines, the Council may make changes to the guidelines prior to adopting them.

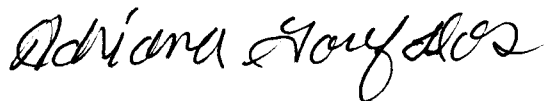
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**PUBLIC NOTICING**

The agenda has been posted and notices sent to Police and Fire Union, SEIU and EAGLES representatives, and local groups interested in housing issues.

Prepared by:



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Senior Planner

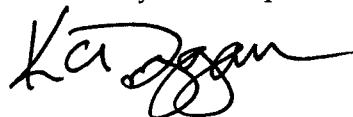
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AG/7/CAM  
850-01-19-10M-E^

- Attachments:
1. Draft Administrative Guidelines
  2. Council Policy D-13 with Recommended Changes
  3. December 2, 2008 Meeting Minutes
  4. Council Policy D-13 as Amended June 9, 2009
  5. June 9, 2009 Meeting Minutes
  6. October 27, 2009 Staff Memo (includes December 2, 2008 staff memo as attachment)
  7. October 27, 2009 Meeting Minutes



# **ATTACHMENT 1**

## **Draft Administrative Guidelines**

**CITY OF MOUNTAIN VIEW  
HOMEBUYER ASSISTANCE PROGRAM FOR FIRST RESPONDERS  
DRAFT ADMINISTRATIVE GUIDELINES**

The Administrative Guidelines establish the policies and procedures for administration of the Homebuyer Assistance Program for First Responders adopted by the City Council per Council Policy D-13 on December 2, 2008 and as amended on June 9, 2009 and January 19, 2010. The guidelines provide information regarding the purpose of the program, eligibility criteria, loan requirements, the loan application process, first mortgage underwriting standards, postclosing responsibilities and other topics. The Administrative Guidelines have been approved by action of the City Council and substantial changes to the guidelines require City Council approval. Minor modifications may be made to the guidelines as long as the changes are consistent with Council intent for operation of the program and are approved by the City Attorney, Community Development Director and Finance and Administrative Services Director.

Additional program documents such as the loan application, loan agreement, promissory note, deed of trust and other program material needed for the administration of the program will be developed to be consistent with the Administrative Guidelines. Program documents and other material will be developed, as needed, to administer the program, assess program eligibility and evaluate the City's risk in a transaction. Program documents may be changed from time to time by staff to accommodate changes in Federal or State lending laws and practices, improve program implementation or clarify program requirements as long as the program will still be implemented according to the guidelines and the intent of the City Council.

**I. PROGRAM OVERVIEW**

The purpose of the Homebuyer Assistance Program for First Responders is to encourage public safety employees and other City employees to live in Mountain View and, therefore, be more readily available to serve the community in the event of an emergency. The goal of the program is to provide the community with locally based first responders.

Eligible employees consist of sworn Police/Fire Officers and Dispatchers. Other City employees with household incomes at 120 percent or below the Area Median Income (AMI) may also qualify for the program.

The program consists of a low-interest, one-time loan of up to \$100,000 to be used toward the purchase of a principal residence within the City of Mountain View. The loan funds can be used for a down payment, closing costs and/or

buying down the interest rate on the first mortgage. The program is funded from two sources.

- One Million Dollars (\$1.0 million) in Below-Market-Rate (BMR) Housing Program funds which will be used to assist any eligible City employee whose household income does not exceed 120 percent AMI; and
- One Million Dollars (\$1.0 million) in General Fund Reserve funds to assist sworn Police/Fire Officers and Dispatchers whose household income exceeds the 120 percent AMI limit.

Each funding source (\$1.0 million in BMR funds and \$1.0 million in General Fund Reserve funds) will be used as a revolving loan fund for making new homebuyer loans.

## II. PROGRAM STRUCTURE

The Homebuyer Assistance Program for First Responders is administered through the Neighborhoods and Housing Division of the Community Development Department (CDD). An outside agency, under contract with the City and as approved by the City Manager, will be used to assist the City in administering the program based on the Council-approved administrative budget for the program. The selected agency will be handling the day-to-day operation of the Homebuyer Assistance Program for First Responders.

### Outside Agency Roles and Responsibilities

The outside agency's role is to provide employees with information about the program, respond to questions, hold informational meetings, qualify applicants, process loan applications and conduct ongoing monitoring of loans to ensure compliance with the terms of the loan. The agency will also assist the City in publicizing the program and developing program brochures and other informational material to inform employees about the program.

### City's Roles and Responsibilities

Staff in the Neighborhoods and Housing Division is responsible for managing the contract with the outside agency and ensuring that the program is administered as intended by the City Council, per Council Policy D-13 and the Administrative Guidelines.

The City is the direct lender and will provide the funds for the first-responder loans by wiring the funds to each borrower's escrow account. The City will collect, through payroll deductions, the interest and principal payments from

the borrower during the term of the loan. The City shall provide each borrower with an annual year-end statement that summarizes the principal and interest loan activity.

### **III. ELIGIBILITY CRITERIA**

All of the following criteria must be met for an employee to qualify for a first-responder homebuyer loan.

#### **A. Employee Eligibility Criteria**

1. Must be a full-time, permanent City of Mountain View employee with successful completion of probationary period.
2. The employee may not be on suspension or paid/unpaid administrative leave at the time of loan application and loan funding.
3. Sworn Police/Fire Officers and Dispatchers are eligible for General Fund Reserve loans regardless of household income and BMR-funded loans if they meet the household income requirements. All other employees are eligible for BMR-funded loans and must have a household income (three-year average) that does not exceed 120 percent of the Area Median Income (AMI) for Santa Clara County as published by the State Department of Housing and Community Development.
4. To qualify for a BMR-funded loan, an employee must provide sufficient documentation of income for use in determining the total household income. Final determination of an applicant's income level and program eligibility shall be at the sole discretion of the City. Annual household income includes the income of all household members over the age of 18 who will be residing in the home.
5. Participation in the City's loan program is not limited to first-time homebuyers (typically defined as not having owned a home in the past three years).

#### **B. Home Eligibility**

1. The home must be located within the City of Mountain View limits.
2. The property may consist of a new or existing single-family attached or detached dwelling, townhouse, rowhouse or condominium.

Duplexes, mobile homes, motor homes and similar types of dwellings are not eligible for the program.

3. The home must be used as the employee's principal residence throughout the term of the City loan, which means that the employee eats, sleeps, receives mail, maintains a wardrobe and other similar activities at the residence no less than 9 out of 12 months.
4. The participating employee's ownership interest in the property shall be no less than 50 percent interest in the property or, if the property is held in joint tenancy, there cannot be more than a total of two joint tenants. The City's loan program may not be used in situations where employees enter into tenancy-in-common ownership arrangements for the purchase of a residence.
5. The employee shall be on title to the purchased property and must be included in the first mortgage and all other loans secured against the property.
6. The employee must obtain City approval of the first-responder homebuyer assistance loan prior to entering into an agreement to purchase a property.
7. The home is required to pass a typical home inspection, including termite and roof clearances, and may not have any major code violations or unauthorized work or construction done without required building permits. Citations for pest infestation must be resolved as recommended in the pest report.
8. Employees who currently own a home in Mountain View may sell their existing home and use the City's loan program to purchase a different home in Mountain View that meets the Administrative Guidelines.
9. Employees who have used the City's loan program to purchase a home in Mountain View may carry over the loan balance once to a different home in Mountain View as long as both the home and the employee meet all of the program requirements.
10. The maximum City investment in any single property shall not exceed \$100,000. There may be up to two loans taken out by eligible employees for joint purchase of a single property provided that the total combined loan amount does not exceed \$100,000.

#### IV. LOAN TERMS

1. The maximum City loan amount is \$100,000.
2. The loan term is 30 years.
3. The interest rate will be set at the long-term, semiannual Applicable Federal Rate (AFR). The borrower will be charged the rate in effect at the time of loan commitment. The interest rate will be fixed for the full term of the loan.
4. The loan may be used for the down payment, closing costs and/or interest rate reduction of the primary mortgage.
5. The City shall charge interest-only payment for the first five years of the loan. Beginning in Year 6, both interest and principal payments shall be made in order to fully amortize the loan over the remaining 25 years.
6. The employee will be required to execute: (i) a loan agreement; (ii) a promissory note in favor of the City in the amount of the City's loan; and (iii) a deed of trust to the property to secure the note.
7. Subordination of City Loan: The City's loan shall be subordinate to the first deed of trust. It may be subordinated to other secondary financing provided by a public agency or nonprofit organization if such action will result in greater leveraging of program funds and provides sufficient security for the City's loan. Subordination to all secondary financing shall be approved by the City's Finance and Administrative Services Director, at the City's discretion, and after evaluation of the equity in the property, the leveraging of funds provided by the financing and the level of risk to the City.
8. The employee will be required to obtain a title insurance policy at the close of escrow to insure the City against defects to the title.
9. The City's loan is not assumable.
10. The City must be notified prior to any change in title or change in ownership of the home.
11. The employee must occupy the purchased property as his/her principal residence throughout the term of the City loan and shall submit documentation from time to time, as requested, verifying residency.

12. The employee is responsible for all transaction and closing costs and escrow fees.
13. The participating employee must agree, at his/her sole expense, to secure and maintain throughout the term of the note, homeowner's insurance on the residence in an amount at least equal to the market value of the dwelling for the full term of the City's loan. The employee shall secure an endorsement to said homeowner's insurance policy insuring the City's interest as holder of a deed of trust.

## **V. LOAN QUALIFICATION GUIDELINES**

In addition to the standard underwriting criteria associated with approval of a conventional or government-backed first mortgage, the borrower of a first-responder homebuyer loan must meet the following underwriting guidelines:

1. The maximum loan-to-value ratio (City loan and all other loans and encumbrances on the property) shall not exceed 95 percent of the value of the property (defined as the lower of the appraised value or sale price) for loans funded with BMR funds and 90 percent of the value of the property for loans funded from the General Fund Reserve. This would require the City employee to contribute 5 percent of the down payment for BMR-funded loans and 10 percent of the down payment for General Fund Reserve loans. The value of the property shall be based upon a property appraisal approved by the City and paid for by the borrower.
2. The front-end ratio (ratio of the borrower's gross income to the total payment for principal, interest, taxes and insurance) shall not exceed 38 percent.
3. The back-end ratio (ratio of maximum household income to housing costs plus other debt) shall not exceed 44 percent.

## **VI. FIRST MORTGAGE LOAN TERMS**

In order to access the City's loan program, the prospective borrower must qualify for a fixed-rate first mortgage of 30 years or less. The interest rate must be fixed for the full term with no negative amortization. The City's loan may not be combined with an adjustable-rate first mortgage, nor may the first mortgage have a balloon payment at the end of the maturity period. The first mortgage must be underwritten to conventional (Fannie Mae or Freddie Mac) or to Government (FHA, VA, CalHFA) standards.

The maximum mortgage amount that the City's loan will be subordinate to shall not exceed \$850,000. This figure shall be adjusted annually in January based on the mortgage needed to purchase a single-family home at 120 percent of the median home purchase price in Mountain View. This assumes a 10 percent down payment by the employee plus the City's \$100,000 loan would be applied toward the purchase price. *(This is a proposed change to the program policy, which limits the home purchase price to 120 percent of the median price of a single-family home in Mountain View.)*

## **VII. LOAN APPLICATION PROCESS**

If, after review of the Administrative Guidelines and consultation with program staff, an employee determines that they would qualify for the homebuyer assistance, the next step will be to complete and submit an application with all supporting documentation.

### **A. Reservation of City Loan Funds**

Funds for the Homebuyer Assistance Program for First Responders are available on a "first-come, first-served" basis as determined by receipt of a completed application packet and all supporting documentation. Eligible participants will be notified of loan preapproval and issued a list of conditions and instructions to complete the purchase transaction. Funds will be reserved for the applicant for six months following loan preapproval. If the employee does not use the money within the six-month period, the City may reassign the commitment of funding to another eligible employee.

### **B. Payment of Loan Application Costs**

The borrower shall be responsible for payment of all costs associated with the processing and issuance of the loan, such as:

- The loan origination fee (paid at escrow) for the underwriting and processing of the loan.
- The cost of credit reports, wiring of funds and other associated costs.

Should the applicant not follow through with the purchase contract and the City (or outside agency on behalf of the City) incurs costs on behalf of the applicant (such as a credit report, etc.), the applicant is responsible for payment of those costs.



### C. Denial of Loan

The City maintains the right to deny a loan based on an employee's failure to satisfy any of the Program Eligibility Criteria of Section III, the Loan Qualification Guidelines of Section V, the Loan Application Process in Section VII of the Administrative Guidelines or any other conditions that may jeopardize the City's investment of funds for the loan.

## VIII. LOAN REPAYMENT

Loan payments shall be made directly to the City, as detailed below, until the City loan is fully repaid.

1. Payments of interest (and principal when due) shall be made through payroll deductions either in 12 payments annually (first pay period of the month) or 24 payments annually (first and second pay period of the month). As a condition of participation, the employee will be required to sign a form authorizing the City to deduct the payment from the employee's paycheck for as long as the loan remains outstanding and the participant remains a City employee.
2. No payment on the principal of the loan will be due until after the end of the fifth year of the loan.
3. During the term of the loan, an employee can elect to pay off a lump sum amount, increase biweekly payments to reduce the loan amount or pay off the loan with no prepayment penalty. Advance notification must be provided to the Finance and Administrative Services Department of any desired changes to the normal payment schedule. Changes to the payment schedule may be made a maximum of twice a year.
4. All loan payments will be made directly to the City. The City will deposit the funds in the applicable account (General Fund Reserve Revolving Loan Fund or BMR Revolving Loan Fund) depending on the original source of the funds. For BMR-funded loans, both the interest and principal payments will be deposited in the BMR revolving loan fund. For General Fund Reserve loans, only the principal payments will be deposited in the General Fund Reserve Revolving Loan Fund. General Fund Reserve loans are an alternative investment for the City; therefore, the interest payments will be deposited into the City's General Fund.

## IX. LOAN DEFAULT

1. To remain eligible for the City's loan, the employee must: (i) continue to be employed by the City of Mountain View; (ii) continue to own and occupy the property purchased as his/her principal residence and provide periodic documentation, as requested by the City, verifying residency; (iii) obtain prior City approval of any refinancing or additional loans to be secured against the property; (iv) maintain current payments on the first deed of trust, property taxes, homeowner association dues and other housing costs to maintain the property lien-free; and (v) continue to maintain homeowner's casualty and property insurance on the home. If any of these provisions are not met, the City's promissory note shall be due and payable immediately, except as otherwise noted in Paragraph 4 below.
2. Periodic monitoring will be conducted to determine compliance with the loan terms and conditions. Any default of the loan agreement, deed of trust or promissory note may result in the City calling the loan immediately due.
3. The loan shall be due and payable in full upon sale or transfer of the property or if the employee refinances the first mortgage without prior written consent from the City.
4. Upon termination of employment with the City for any reason (which includes retirement from the City), the interest rate on the loan shall increase to 1.5 percent above the first mortgage rate or other rate acceptable to the mortgage lender and the City's Finance and Administrative Services Director. The employee shall make monthly loan payments to the City based on this higher interest rate for up to a five-year period after employment has ended, at which time the outstanding balance on the loan will be due and payable in full to the City. In hardship situations and subject to the approval of the City Attorney and Finance and Administrative Services Director, an extension to this time line may be granted. *[This is a proposed change to the Council-adopted policy, which requires repayment of the loan 120 days after termination of employment.]*
5. When the City is notified and/or is aware of a property in default of mortgage payments to any lender or defaulted taxes, the City Attorney and the Finance and Administrative Services Director will take action as appropriate to protect the City's interest in the property.

## **X. OTHER PROGRAM REQUIREMENTS**

### **A. Subordination for Refinancing**

The City may consent to a subordination to its second deed of trust loan for a refinancing of the first mortgage provided that all of the following requirements are met:

1. No equity is being cashed out except in situations where a City appraisal, paid for by the employee, verifies that the employee would still have 20 percent equity in the property;
2. The refinancing complies with all the provisions of the City's loan program and the underwriting requirements in the Administrative Guidelines;
3. The borrower is still employed by the City and qualifies under the program criteria; and
4. The City Attorney and Finance and Administrative Services Director approve the terms of the subordination agreement.

The employee is responsible for providing the City with adequate advance notice and securing City approval of the refinancing. The employee will be responsible for payment of all costs associated with the refinancing, including payment of a processing fee to the City.

### **B. Renting of Property**

The purchased home may not be rented, except for a limited period of up to six months in extreme situations while the property is for sale and with prior written approval by the City Attorney and Finance and Administrative Services Director.

### **C. Disclosure of Information Under the Public Records Act**

Since public funds are being used for the homebuyer assistance loans, the City is legally obligated, under the California Public Records Act, to disclose certain information about the loan transaction and the borrower such as name, title, W-2 wages, amount of the homebuyer loan, purchase price of the house, etc. Information about the home purchase transaction and the employee may be published in the newspaper or elsewhere. Employees with privacy concerns should consult with the City Attorney

and/or Employee Services Department prior to filing an application for a home loan.

**D. Tax Consequences**

The low-interest loan provided by the City may have Federal and/or State income tax or other tax consequences to the borrower. Each borrower should consult with his/her own tax advisor or attorney concerning such tax consequences. Neither the City of Mountain View nor any officer, employee or agent thereof makes any representations regarding the taxability or other tax consequences of such loan.

AG/9/CDD  
850-01-12-10G-E^

**These guidelines are effective 8/2/2017**

## **County Employee Down Payment Assistance Program**



**Purpose:** The County Employee Down Payment Assistance Program is an employee benefit open to all regular County and Housing Authority employees regardless of income designed to encourage employees to live within the county, decreasing the environmental impact and the physical/emotional impact on the employees from their long commutes. The program offers a \$100,000 loan, deferred for five years, at three percent interest toward the down payment requirement for a home in San Mateo County. Five loans will be available each quarter for the first year. The County is partnering with the San Mateo Credit Union to offer jumbo loans for home purchases up to \$1.5 million. Applications available from the Department of Housing. Home buying workshops will be provided for those unfamiliar with the process.

**Eligibility:** County and Housing Authority (HA) employees who do not currently own a home in San Mateo County and are currently employed by the County and HA for at least 18 months.

**Initial funding available:** \$2.2 million

**Income restrictions:** none

**Maximum home price:** \$1,500,000

**Down payment requirement:** 20% down payment, minimum of 3% from borrower and up to \$100,000 from County Program

**Maximum County Loan Program towards down payment:** \$100,000

**Terms of County loan:** 3%, deferred five years, 30-year amortization after deferral, this is considered taxable income and will included in your annual earning.

### **San Mateo Credit Union First mortgage option:**

1. 40-year Hybrid Portfolio Loan Product through San Mateo Credit Union  
7/1 & 10/1 (fixed for 7 or 10 years, then adjustable, 2% limit on increase per year, 5% total increase limit)

Or any lender which will work with the County Program

### **Creditworthiness**

- Minimum 680 FICO
- 47% maximum debt-to-income ratio
- Reserves of 2 months of principle, interest, taxes, and insurance

**Closing cost assistance:**

- SMCU waiver of \$1,295 lender fees for all loans
- County grant of \$5,000 to employees who currently live outside of San Mateo County. This grant will be considered as taxable income.

**Repayment requirements:**

- Upon sale of the home
- If the home is converted to rental property (non-owner occupied)
- If for any reason the employee leaves County employment such as, change employment, terminated for cause, retirement etc., within the 5 year deferral period. Any time after the deferral period the County loan will continue according to the original terms of the loan.

**Time Frames**

- The chosen applicant will have 6 months from the time they are notified to participate in the program to locate and be under contract for purchase.
- Once they lock in their loan depending on the lock term it can be anywhere from 30 to 45 days to close.
- If the chosen applicant cannot locate a property within the time limit they can choose to have their name placed back into the pot for the next drawing.
- First drawing was April 3, 2017 and subsequent drawings will be July 3, 2017, October 3, 2017, January 2018.

## San Mateo County Employee Down Payment Assistance Program Frequently Asked Questions

1. What is the maximum purchase price for San Mateo County Employee Down Payment Assistance Program?

The maximum purchase price is \$1,500,000.

2. Can you be renting to get the County \$5,000 grant?

Yes, but only if you are buying within San Mateo County while currently residing in another county and your name was selected in the quarterly draw.

3. Is the \$5,000 grant for moving into San Mateo County considered taxable income?

Yes, this will be considered taxable income and will be included in your total annual earnings.

4. What else can be considered taxable income?

The interest being deferred for the first 5 years will also be considered taxable income. San Mateo County Controllers is currently working on an estimate of what this could be.

5. If I don't get selected for the draw, does my name stay in the candidate pool for all the drawings?

Yes, your name will remain in the pool until you ask to be removed.

6. Can I still purchase a home if my name was not selected in the drawing?

Yes, you may still purchase a home, but without the Employee Down Payment Assistance Program.

7. Can we use the equity from a current home as a down payment?

Yes, you can use the equity from the sale of your current home as a down payment, as long as you do not currently own a home in San Mateo County and the home you purchase is in San Mateo County and your primary residence.

8. What if I sell the property?

The county loan must be repaid in full at the time of sale.

9. What if I my name is drawn, I close on the purchase, and then leave my job at the County or retire?

The loan must be paid in full if you leave or retire within the 5 year deferral period. If you leave or retire after the deferral period you can continue making payments as per the terms of the original loan.

10. What types of properties are eligible for the Down Payment Assistance Loan Program?

All single family residences, condos, townhomes, and 2-unit properties that will be Owner Occupied.

11. Are the \$1,295 fees waived for all types of loans?

SMCU will waive its lender origination fee of \$1,295 for all county employees on purchases only. Other customary closing costs, which include title/escrow fees, appraisal fees, home inspection fees, and other transaction-specific fees, are required to be paid by the borrower at the time of loan closing. The County offers a \$5,000 grant to certain recipients of the down payment assistance loan to help pay those costs (see #2 above).

12. How do we submit our pre-approval letter?

You can email your pre-approval letter to [rmendoza@smchousing.org](mailto:rmendoza@smchousing.org), send it by regular mail, or drop it off at 264 Harbor Boulevard, Building A, Belmont, CA 94002.

13. Are there pre-payment penalties?

No, there are no prepayment penalties.

14. Do you have to be a full time employee?

Yes, with a minimum of 18 months of full time employee with San Mateo County or San Mateo County Housing Authority.

15. Can a co-applicant apply with an ITIN number?

No, neither the applicant nor the co-applicant can apply with an ITIN number.

16. Can the down payment be a gift?

Yes, the down payment can be a gift.

17. If I want to purchase land, do I go through the normal loan process?

The county down payment assistance program is not intended for the purpose of purchasing land. Also, at this time, SMCU does not offer mortgages on mobile and manufactured homes, new construction, land and vacant lots, timeshares, properties containing retail stores, and properties located outside of California.

18. Does San Mateo Credit Union offer a 40-year fixed loan?

No. We do offer 40-year adjustable rate mortgage products. You can find the list of all available products by visiting <http://www.smcu.org/countymortgage> or by talking with a Loan Specialist.



19. Does the purchase price include closing costs?

No, the purchase price is the cost to buy the home only. Closing costs are the fees associated with the loan and the transaction itself.

20. What is the minimum down payment I need to come in with?

The minimum down payment to purchase a home with the County Down Payment Assistance Loan depends on purchase price of the home you intend on buying. Program requires a 20% down payment, 3% from the employee/borrower and 17% from the program up to \$100,000.

21. Do you have to be full time employee? What if I was on disability within the last 18 months?

Yes, in order to be eligible you need to be a full time employee with the County for 18 months. This requirements will be verified by Human Resources.

22. What if I own a home in the County?

You would not be eligible for the program.

23. What if an employee goes out on maternity leave?

As long as you are full time employee and have worked for San Mateo County for 18 months you are eligible for the program.

24. If I own a home outside of the County, can I keep that home and still participate in the program?

Yes, you may participate in the program as long as the home you purchase is in San Mateo County and is your primary residence.

25. Can I buy property outside of the County with the Employee Down Payment Assistance Program?

No, the program is for purchase in San Mateo County only.

For additional questions or assistance, please contact Rosa Mendoza at [rmendoza@smchousing.org](mailto:rmendoza@smchousing.org) or 650-802-5037. You may also contact Francisco Gomez at [fgomez@smchousing.org](mailto:fgomez@smchousing.org) or 650-802-5002.

Revision 8/2/2018

### **To Apply:**

Application for an Employee Home Loan shall be made in writing to the Finance Director and delivered to the Finance Department. **Initial application shall be made in writing and include the employee's name, co-borrower name if applicable, current address, position held with the City or position applied for with the City, purchase property location, the amount of City loan requested, and anticipated funding date.** Formal application will require delivery of the following documents to the Finance Department no later than three weeks\* prior to the anticipated funding date:

- ☐ Purchase contract.
- ☐ Loan application (1003), with credit score of 680 or higher.
- ☐ Loan Approval Notification from primary lender.
- ☐ Signed borrower's authorization to release information.
- ☐ Preliminary Title Report.
- ☐ Appraisal.
- ☐ Home Inspection Report prepared by an independent qualified professional
- ☐ Escrow officer/Title Company name, address, and contact information phone & fax.

Note: All documents should be addressed as follows:

Finance Director  
City of San Bruno  
567 El Camino Real  
San Bruno, CA 94066

**Final approval of the loan is contingent upon all program criteria being met**, and can be enacted administratively by the Finance Director with the **approval of the City's Investment Advisory Committee** (comprised of Finance Director, City Treasurer, and another City official as designated by the City Manager) **subject to final approval by the City Manager.**

In order to process the loan application in an unbiased manner, applicants are requested **not to** contact the City's Building department, City Attorney, City Manager, or members of the City's Investment Advisory Committee directly.

\*Please note that final loan approval can take up to four weeks.



## **Want help buying your home in San Bruno?**

## **The City wants to help you live here with the Employee Home Loan Assistance Program!**

The City recognizes that the increasing cost of housing on the San Francisco Peninsula makes home ownership difficult for many employees.

The Employee Home Loan Assistance Program helps you as the employee as well as benefiting the City. The employee benefits by receiving a low-interest loan. The City benefits by being able to obtain or retain the special and unique services of individual employees and having an employee both living and working within the community that he or she serves on a day-to-day basis.

## Program Criteria

Terms of Employee Home Loan Assistance Program include the following:

- ☐ Positions covered: All permanent, full-time employees.
- ☐ The purpose of the loan is to provide assistance to an employee to purchase housing in San Bruno. These loans shall be available for purchase transactions allowing employees to move from one owner-occupied residence to another in San Bruno.
- ☐ The amount of the loan shall be capped at \$140,000, or 20% of the purchase price of the property, whichever is lower. Total debt to property value shall not exceed 90%. For total loans in excess of 80% of property value, a property tax impound account shall be established and maintained.
- ☐ A Deed of Trust encumbering the real property, which must be the principal place of residence of the employee and shall be located within the city limits of San Bruno, shall secure all loans. The Deed of Trust shall be title insured.
- ☐ The loan will be due upon the sale, transfer of any interest, ceasing to use the property as their primary residence, or failure to comply with the loan conditions.
- ☐ If the employee leaves the employment of the City, for any reason, the loan must be repaid within six (6) months of the separation date.
- ☐ The initial rate of interest will be based on the latest monthly Local Agency Investment Fund (LAIF) rate earned by City investments. Thereafter the rate will vary once per year, adjusted annually to equal the LAIF rate earned by the City for the quarter ended June 30 of each year.
- ☐ Payments of interest (and principle when due) shall be made biweekly through payroll deductions. In the event payment is late by ten or more days through no fault of the City, a finance charge of the maximum amount allowed by State of California law will be imposed.
- ☐ No payment on the principal of the loan will be due until after the end of the 5th year of the loan.
- ☐ Commencing 5 years from the initial date of the note, payments of principal amortized on a 25-year schedule in addition to interest payments will be payable biweekly through payroll deductions.
- ☐ The balance of the loan, original loan amount less principal payments, is due at the end of fifteen (15) years from date of origination.
- ☐ The City will file a second deed of trust on the property with a provision requiring a request for notice from the holder of the first deed of trust. The second deed of trust shall be title insured.
- ☐ The total amount financed, including any other mortgage financing, must not exceed 90 percent of the purchase price, and only one City loan can be made per home.
- ☐ The employee may pay off the loan at anytime with no prepayment penalty.
- ☐ The total of Employee Home Loan Assistance Program loans shall not exceed 10% of the City's investment portfolio at the time of placement of any loan. Loans will initially be funded by an advance from the General Fund Reserve or other appropriate funds as recommended by the City Manager.
- ☐ An inspection of the property being purchased will be performed by the City Building Inspector (or designee) to determine if there are any City's code violations. Employee loans may be delayed for any properties that are found to be in violation of the City's code until the violation is corrected.



DATE: May 8, 2017

TO: Mayor and Members of the City Council  
President and Members of the Estero Municipal Improvement District  
(EMID) Board of Directors

VIA: Kevin M. Miller, City/District Manager

FROM: Ann Ritzma, Human Resources Director

SUBJECT: EMPLOYEE HOME LOAN AND RENTAL ASSISTANCE PROGRAMS

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#### RECOMMENDATION

It is recommended that the City Council provide direction on:

1. Establishing an employee home loan program and an employee rental assistance program to attract and retain City workforce talent; and
2. Designating \$2.0 million to a loan repayment fund for the home loan down payment assistance program and an additional \$60,000 for the rental assistance program as part of the FY 2017-2018 budget.

#### EXECUTIVE SUMMARY

In February, the City Council discussed a proposal to develop a Home Loan and Rental Assistance Program as a tool to attract and retain City workforce talent. The loan program would provide low interest loans to employees who have successfully completed one (1) year of employment with the City and would like to purchase a home (primary residence) within a 30 mile distance of Foster City. The Rental Assistance portion of the program would provide City employees interested in renting a home, apartment or condominium in Foster City up to \$6,000 in assistance with the payment of the first, last and security deposit for the unit. This assistance would be provided in the form of a loan that would be forgiven if the employee continues to work and live in the City for three (3) years.

The County of San Mateo implemented a Home Loan or Down Payment Assistance Program in August 2016 in partnership with the San Mateo Credit Union (SMCU). After meeting with the San Mateo Credit Union, staff is proposing that the City partner with SMCU and provide a similar home loan program for City employees.

### BACKGROUND

Over the past two years, through interest-based negotiations, the City and City employees have discussed an Employee Down Payment Assistance Program. The program would be an employee benefit open to all regular, permanent full-time City employees with 12 months of service regardless of income. The program would be designed to encourage employees to live within 30 miles of the City, decreasing the environmental impact and the physical/emotional impact of long commutes and long-term commitments to serving Foster City.

The program would offer a loan of up to \$200,000, deferred for five years, at three percent interest toward the down payment requirement for a home within 30 miles of Foster City. With \$2 million in funding, up to 10 loans could be provided on a first come, first serve basis.

Staff has met with San Mateo Credit Union to discuss a loan program that would combine a City down payment assistance loan with a SMCU mortgage for home purchases up to \$1.5 million for all regular employees of City in regular, full-time positions regardless of income who have worked at least 12 months on the job. Under the program, City would provide up to \$200,000 or 10% in down payment assistance at three percent interest (3%), deferred for five years and amortized over 20-years. The City will provide 10%, the employee would provide 10% and the SMCU would provide 80% through their jumbo loan. The first mortgage options would include a 40-year jumbo fixed portfolio product through SMCU and a 40-year hybrid portfolio loan product through SMCU, fixed for 7 or 10 years, then adjustable with 2% limit on increases per year and 5% limit on total increases. SMCU would require a 20 percent down payment, against which the City assistance would apply, meaning the buyer would have to meet the rest of the down payment requirement with their own funding. Gifts or a second mortgage through SMCU could help meet that requirement.

In addition to currently being renters anywhere or homeowners outside a 30 mile radius of Foster City, applicants must have a minimum credit score of 680, meet a debt-to-income ratio of 47 percent and have two months principal, interest, taxes and insurance (PITI) reserves on hand at the time of closing. (the City would allow for "cash out" of vacation leave" that could help meet that requirement). SMCU would waive \$1,295 in lender fees for all loans brought through the program. Buyers would have to find a home within a 30 mile radius of Foster City to access the program, and that home would have to become their primary residence. The provision of these "below market"

loans, loan fee waivers and closing cost assistance would have a taxable impact on the City and City employees receiving said loans and grants. The City would perform the calculations and provide the back-up documentation necessary to prepare and process the tax documents that are required for these transactions.

Applications for the program would be made available through the Human Resources Department and home buying workshops will be provided to those unfamiliar with the process by SMCU. SMCU would develop a web portal for City employees interested in pre-qualifying for the program and provide additional financial counseling throughout the process. Applicants must first be pre-qualified for a mortgage through SMCU before being considered for the City's loan program. Applicants, once selected, would be given six months to find a home and enter into a purchase contract. It is anticipated that a total of 2 loans will be issued over the course of the first year. San Mateo County has implemented their program and the first quarter has resulted in one approved loan with purchase pending.

The down payment assistance loans would become immediately due and payable upon the occurrence of certain events, including the sale of the home purchased with those funds, the conversion of the home to a vacation home or rental property, the end of a buyer's employment with the City/District before the end of the deferral period, or a buyer's termination from employment with the City/District for cause.

The home loan program will need to be reviewed by City employee union representatives and the form of all loan documents and the MOU with SMCU will also need approval by the City Attorney.

The rental assistance program would provide loans of up to \$6,000 for the first, last and deposit payment for a primary residence, rental unit in Foster City. The loan would be forgiven on a prorated basis over the period of three years. As proposed, a regular employee would be eligible to apply for the program after completion of probation. A pre-screening process with SMCU would be required to determine financial eligibility. The form of a loan document will need to be developed by the City Attorney.

The home loan and rental assistance programs, when finalized, as well as all supporting documents will be presented to the City Council for formal approval in tandem with the budget adoption process.

### FISCAL IMPACT

The fiscal impact of the home loan program is \$2.0 million (10 loans of up to \$200,000) and the rental assistance program is \$60,000 (10 loans at up to \$6,000). Funding for the programs would need to be designated from reserves.

Attachments:

- Attachment 1: County Employee Down Payment Assistance Program
- Attachment 2: Frequently Asked Questions – San Mateo County Employee Down Payment Program

## Public Safety Employee & O. U. S. D. Teachers Down Payment Assistance Program (DAP)

|                             |                                                                                                                                                                                                                                                                                                                                                                           |                       |         |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------|
| <b>Purpose</b>              | Loan funds for down payment and/or closing costs for the purchase of owner occupied, single family homes in the City of Oakland. The Program is designed to offer an incentive to Oakland Police and Fire Services Sworn Employees and current full-time Oakland Unified School District Teachers to purchase homes in the city in which they work.                       |                       |         |
| <b>Status</b>               | Taking applications now.                                                                                                                                                                                                                                                                                                                                                  |                       |         |
| <b>Maximum Amount</b>       | Loan of \$20,000                                                                                                                                                                                                                                                                                                                                                          | <b>Minimum Amount</b> | \$5,000 |
| <b>REQUIREMENTS</b>         |                                                                                                                                                                                                                                                                                                                                                                           |                       |         |
| <b>Eligible Applicants</b>  | Borrowers must be <a href="#">First Time Homebuyers*</a>                                                                                                                                                                                                                                                                                                                  |                       |         |
| <b>Location</b>             | Citywide                                                                                                                                                                                                                                                                                                                                                                  |                       |         |
| <b>Eligible Properties</b>  | Any single family dwelling.                                                                                                                                                                                                                                                                                                                                               |                       |         |
| <b>Income</b>               | Applicant's annual household income cannot exceed <a href="#">120% of the Area Median Income*</a> . Income of all household members 18 years or older must be considered (includes house/roommates).                                                                                                                                                                      |                       |         |
| <b>Occupancy</b>            | Single-Family Dwelling<br>Owner-Occupied only                                                                                                                                                                                                                                                                                                                             |                       |         |
| <b>Eligible Uses</b>        | Loan funds must be used towards the down payment and/or closing costs.                                                                                                                                                                                                                                                                                                    |                       |         |
| <b>Other Requirements</b>   | None                                                                                                                                                                                                                                                                                                                                                                      |                       |         |
| <b>LOAN / GRANT DETAILS</b> |                                                                                                                                                                                                                                                                                                                                                                           |                       |         |
| <b>Interest Rate:</b>       | 6.0%                                                                                                                                                                                                                                                                                                                                                                      |                       |         |
| <b>Payments/ Term</b>       | <ul style="list-style-type: none"><li>• 120 Months (10 years)</li><li>• Final payment due at end of ten-year term</li><li>• Payments and Interest deferred for the first 60 months (five years)</li><li>• Monthly payments of principal and interest begin in the 61st month</li><li>• Loan must be paid in full upon the sale or transfer of title of property</li></ul> |                       |         |
| <b>Prepayment Penalty</b>   | None.                                                                                                                                                                                                                                                                                                                                                                     |                       |         |
| <b>Security</b>             | Deed of Trust                                                                                                                                                                                                                                                                                                                                                             |                       |         |
| <b>HOW TO APPLY</b>         |                                                                                                                                                                                                                                                                                                                                                                           |                       |         |
| <b>Status</b>               | Available Now                                                                                                                                                                                                                                                                                                                                                             |                       |         |
| <b>Deadline</b>             | None                                                                                                                                                                                                                                                                                                                                                                      |                       |         |
| <b>Process</b>              | Complete and submit an application through a <a href="#">participating lender</a> .                                                                                                                                                                                                                                                                                       |                       |         |
| <b>Application</b>          | N/A. See <a href="#">lender</a> for application.                                                                                                                                                                                                                                                                                                                          |                       |         |
| <b>MORE INFORMATION</b>     |                                                                                                                                                                                                                                                                                                                                                                           |                       |         |
| <b>Details</b>              | N/A                                                                                                                                                                                                                                                                                                                                                                       |                       |         |
| <b>Projects</b>             | N/A                                                                                                                                                                                                                                                                                                                                                                       |                       |         |
| <b>Contact</b>              | <a href="#">First Time Homebuyer Program</a><br>City of Oakland<br>Community and Economic Development Agency                                                                                                                                                                                                                                                              |                       |         |

\*Area Median Income limits are revised annually. [Click here for current limits.](#)



City of Oakland  
Community and Economic Development Agency  
Housing and Community Development Division  
250 Frank Ogawa Plaza Suite 5313 | Oakland, CA 94612  
Tel: 510.238.3015 | Fax: 510-238-3691 | TDD: 238-3254  
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[contact the webpage editor](#)

It is the policy of the City of Oakland not to discriminate on the basis of race, ethnicity, religion, family status, sexual orientation, or disability in employment or any of its programs, activities, or services.

City of Oakland is an equal opportunity housing provider



