



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

Monday, February 04, 2013

4:00 PM – Special Meeting/Closed Session

5:30 PM – Regular Meeting

AGENDA

Linda Budge, Mayor

Dan Skoglund, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Donald Terry, Council Member

Regular City Council meeting dates are scheduled on the 1st and 3rd Monday's of each month, unless when Monday is a holiday.  
If Monday is a holiday, the meeting will be scheduled for the following Tuesday. Dates are subject to change.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------|------------------|
| City Council Regular Mtg                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | CANCELLED MTG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | City Council Special Mtg | CANCELLED MTG | CITY HALL CLOSED |
| 2012                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |                  |
| <div> <div>SMTWTFSS</div> <div>January</div> <div> <div>1234567</div> <div>891011121314</div> <div>15161718192021</div> <div>22232425262728</div> <div>293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>February</div> <div> <div>567891011</div> <div>12131415161718</div> <div>19202122232425</div> <div>26272829</div> </div> </div> <div> <div>SMTWTFSS</div> <div>March</div> <div> <div>45678910</div> <div>11121314151617</div> <div>18192021222324</div> <div>25262728293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>April</div> <div> <div>1234567</div> <div>891011121314</div> <div>15161718192021</div> <div>22232425262728</div> <div>2930</div> </div> </div>                        | <div>CITY HALL CLOSURE DATES</div> <div>Mon, Jan 2 - Day After New Year's Day</div> <div>Mon, Jan 16 - Martin Luther King Jr. Day</div> <div>Fri, Feb 17 - Furlough Day</div> <div>Mon, Feb 20 - President's Day</div> <div>Fri, Apr 6 - Furlough Day</div> <div>Mon, May 28 - Memorial Day</div> <div>Wed, Jul 4 - Independence Day</div> <div>Mon, Sep 3 - Labor Day</div> <div>Mon, Nov 12 - Veterans Day</div> <div>Thu, Nov 22 - Thanksgiving Day</div> <div>Fri, Nov 23 - Day After Thanksgiving Day</div> <div>Mon, Dec 24 - Christmas Eve</div> <div>Tue, Dec 25 - Christmas Day</div> <div>Wed, Dec 26 - Mon, Dec 31 Winter Break</div> |                          |               |                  |
| <div> <div>SMTWTFSS</div> <div>May</div> <div> <div>6789101112</div> <div>13141516171819</div> <div>20212223242526</div> <div>2728293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>June</div> <div> <div>3456789</div> <div>10111213141516</div> <div>17181920212223</div> <div>24252627282930</div> </div> </div> <div> <div>SMTWTFSS</div> <div>July</div> <div> <div>1234567</div> <div>891011121314</div> <div>15161718192021</div> <div>22232425262728</div> <div>293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>August</div> <div> <div>567891011</div> <div>12131415161718</div> <div>19202122232425</div> <div>262728293031</div> </div> </div>                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |                  |
| <div> <div>SMTWTFSS</div> <div>September</div> <div> <div>2345678</div> <div>9101112131415</div> <div>16171819202122</div> <div>23242526272829</div> <div>30</div> </div> </div> <div> <div>SMTWTFSS</div> <div>October</div> <div> <div>78910111213</div> <div>14151617181920</div> <div>21222324252627</div> <div>28293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>November</div> <div> <div>45678910</div> <div>11121314151617</div> <div>18192021222324</div> <div>252627282930</div> </div> </div> <div> <div>SMTWTFSS</div> <div>December</div> <div> <div>2345678</div> <div>9101112131415</div> <div>16171819202122</div> <div>23242526272829</div> <div>3031</div> </div> </div>                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |                  |
| 2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |                  |
| <div> <div>SMTWTFSS</div> <div>January</div> <div> <div>6789101112</div> <div>13141516171819</div> <div>20212223242526</div> <div>2728293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>February</div> <div> <div>3456789</div> <div>10111213141516</div> <div>17181920212223</div> <div>2425262728</div> </div> </div> <div> <div>SMTWTFSS</div> <div>March</div> <div> <div>3456789</div> <div>10111213141516</div> <div>17181920212223</div> <div>24252627282930</div> <div>31</div> </div> </div> <div> <div>SMTWTFSS</div> <div>April</div> <div> <div>78910111213</div> <div>14151617181920</div> <div>21222324252627</div> <div>282930</div> </div> </div>                                              | <div>CITY HALL CLOSURE DATES</div> <div>Tue, Jan 1 - New Year's Day</div> <div>Mon, Jan 21 - Martin Luther King Jr. Day</div> <div>Mon, Feb 18 - President's Day</div> <div>Mon, May 27 - Memorial Day</div> <div>Thu, Jul 4 - Independence Day</div> <div>Mon, Sep 2 - Labor Day</div> <div>Mon, Nov 11 - Veterans Day</div> <div>Thu, Nov 28 - Thanksgiving Day</div> <div>Fri, Nov 29 - Day After Thanksgiving Day</div> <div>Tue, Dec 24 - Christmas Eve</div> <div>Wed, Dec 25 - Christmas Day</div> <div>Thurs, Dec 26- Tues, Dec 31 Winter Break</div>                                                                                    |                          |               |                  |
| <div> <div>SMTWTFSS</div> <div>May</div> <div> <div>567891011</div> <div>12131415161718</div> <div>19202122232425</div> <div>262728293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>June</div> <div> <div>2345678</div> <div>9101112131415</div> <div>16171819202122</div> <div>23242526272829</div> <div>30</div> </div> </div> <div> <div>SMTWTFSS</div> <div>July</div> <div> <div>78910111213</div> <div>14151617181920</div> <div>21222324252627</div> <div>28293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>August</div> <div> <div>45678910</div> <div>11121314151617</div> <div>18192021222324</div> <div>25262728293031</div> </div> </div>                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |                  |
| <div> <div>SMTWTFSS</div> <div>September</div> <div> <div>1234567</div> <div>891011121314</div> <div>15161718192021</div> <div>22232425262728</div> <div>2930</div> </div> </div> <div> <div>SMTWTFSS</div> <div>October</div> <div> <div>6789101112</div> <div>13141516171819</div> <div>20212223242526</div> <div>2728293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>November</div> <div> <div>3456789</div> <div>10111213141516</div> <div>17181920212223</div> <div>24252627282930</div> </div> </div> <div> <div>SMTWTFSS</div> <div>December</div> <div> <div>1234567</div> <div>891011121314</div> <div>15161718192021</div> <div>22232425262728</div> <div>293031</div> </div> </div>               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |                  |
| 2014 - Proposed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |                  |
| <div> <div>SMTWTFSS</div> <div>January</div> <div> <div>567891011</div> <div>12131415161718</div> <div>19202122232425</div> <div>262728293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>February</div> <div> <div>2345678</div> <div>9101112131415</div> <div>16171819202122</div> <div>232425262728</div> </div> </div> <div> <div>SMTWTFSS</div> <div>March</div> <div> <div>2345678</div> <div>9101112131415</div> <div>16171819202122</div> <div>23242526272829</div> <div>3031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>April</div> <div> <div>6789101112</div> <div>13141516171819</div> <div>20212223242526</div> <div>27282930</div> </div> </div>                                          | <div>CITY HALL CLOSURE DATES</div> <div>Wed, Jan, 1 - New Year's Day</div> <div>Mon, Jan 20 - Martin Luther King Jr. Day</div> <div>Mon, Feb 17 - President's Day</div> <div>Mon, May 26 - Memorial Day</div> <div>Fri, Jul 4 - Independence Day</div> <div>Mon, Sep 1 - Labor Day</div> <div>Tue, Nov 11 - Veteran's Day</div> <div>Thu, Nov 27 - Thanksgiving Day</div> <div>Fri, Nov 28 - Day After Thanksgiving Day</div> <div>Wed, Dec 24 - Christmas Eve</div> <div>Thu, Dec 25 - Christmas Day</div> <div>Fri, Dec 26 - Day After Christmas Day</div> <div>Tue, Dec 31 - New Year's Eve</div>                                             |                          |               |                  |
| <div> <div>SMTWTFSS</div> <div>May</div> <div> <div>45678910</div> <div>11121314151617</div> <div>18192021222324</div> <div>25262728293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>June</div> <div> <div>1234567</div> <div>891011121314</div> <div>15161718192021</div> <div>22232425262728</div> <div>2930</div> </div> </div> <div> <div>SMTWTFSS</div> <div>July</div> <div> <div>6789101112</div> <div>13141516171819</div> <div>20212223242526</div> <div>2728293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>August</div> <div> <div>3456789</div> <div>10111213141516</div> <div>17181920212223</div> <div>24252627282930</div> <div>31</div> </div> </div>                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |                  |
| <div> <div>SMTWTFSS</div> <div>September</div> <div> <div>123456</div> <div>78910111213</div> <div>14151617181920</div> <div>21222324252627</div> <div>282930</div> </div> </div> <div> <div>SMTWTFSS</div> <div>October</div> <div> <div>567891011</div> <div>12131415161718</div> <div>19202122232425</div> <div>262728293031</div> </div> </div> <div> <div>SMTWTFSS</div> <div>November</div> <div> <div>2345678</div> <div>9101112131415</div> <div>16171819202122</div> <div>23242526272829</div> <div>30</div> </div> </div> <div> <div>SMTWTFSS</div> <div>December</div> <div> <div>123456</div> <div>78910111213</div> <div>14151617181920</div> <div>21222324252627</div> <div>28293031</div> </div> </div> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |               |                  |





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

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

**Monday, February 04, 2013**

**4:00 PM – Special Meeting/Closed Session  
Community Board Room**

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

**AGENDA**

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

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

**2. PUBLIC COMMENT**

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

**3. CLOSED SESSION ITEM**

- 3.1 Council will Meet in Closed Session, in Accordance with Government Code Section 54957, to Discuss the Following: City Attorney Evaluation.

**4. ADJOURNMENT OF CLOSED SESSION**

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

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

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

**6. METRO CABLE TV TELEVISION ANNOUNCEMENT**

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

**7. PLEDGE OF ALLEGIANCE**

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

**8. INVOCATION**

The Mayor will call on someone in attendance to give an invocation.

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

The City Attorney will report on action taken in Closed Session.

**10. PRESENTATIONS**

- 10.1 Presentation of Appreciation to Former Congressman Dan Lungren.
- 10.2 Introduction of New City Employee: Deputy City Clerk Stacia George by City Clerk Mindy Cuppy.
- 10.3 Recognition of Council Member Terry's Birthday on February 8.

**11. PUBLIC COMMENT**

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

Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item 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.

**12. COUNCIL REPORTS**

**13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE**

- 13.1 **Subject:** Meeting minutes: of January 22, 2013 Regular Meeting and January 29, 2013 Special Meeting.  
**Recommendation:** Adopt minutes.



- 13.2 **Subject:** Resolution Designating Mayoral Appointment of James E. Galloway, a Rancho Cordova Representative to the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB).  
**Recommendation:** Adopt Resolution No. 13-2013.  
**Result of Recommended Action:** The City of Rancho Cordova will continue to have a representative on the SOCAB whose purpose, as outlined in the Board of Supervisors' Ordinance, is..."to provide collaboration and communication in the establishment and implementation of programs that identify and seek to eradicate conflict, concerns and issues regarding the (Sheriff's) Department and the community it serves." Chief of Police Richeal and Sheriff Jones have approved this reappointment.  
**Staff Report:** Rosanne Richeal, Chief of Police and Mindy Cuppy, City Clerk.  
**Advances Goals:** 1, 2, 3 and 5.
- 13.3 **Subject:** Ordinance Updating the Transportation Development Impact Fee Program.  
**Recommendation:** Waive the second reading and adopt Ordinance No. 3-2013.  
**Result of Recommended Action:** Adoption of Ordinance No. 3-2013 makes minor amendments to Chapter 16.84 of the Municipal Code to be consistent with the provisions of the Nexus Study.  
**Staff Report:** Cyrus Abhar, Public Works.  
**Advances Goal:** 5.
- 13.4 **Subject:** Resolutions Approving Loan Agreement Between the City of Rancho Cordova and the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova.  
**Recommendation:** Adopt Resolutions:  
a.) No. 14-2013  
b.) No. SA-1-2013  
**Result of Recommended Action:** Adoption of these resolutions will allow the City of Rancho Cordova to be reimbursed for funds loaned to the Successor Agency for administrative expenses.  
**Staff Report:** Donna Silva, Finance Department and Micah Runner, Economic Development Department.  
**Advances Goal:** 5.  
**COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA**
- 13.5 **Subject:** Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova Approving the Recognized Obligation Payment Schedule (ROPS) 13-14A and Administrative Budget for the six month period covering July 1, 2013 through December 31, 2013.  
**Recommendation:** Adopt Resolution No. SA-2-2013  
**Result of Recommended Action:** Approval of this resolution will allow the Rancho Cordova Successor Agency to make payments on obligations listed on ROPS 13-14A and establishes the administrative budget for the six month period; to the extent funds are available.  
**Staff Report:** Donna Silva and Michelle Mingay, Finance Department.  
**Advances Goal:** 5.  
**COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA**

- 13.6 **Subject:** Ordinance Amending Section 4.22.115(A) of the Rancho Cordova Municipal Code to Increase the Number of Card Tables that a Licensed Cardroom may Operate or Maintain Within the City from Ten to Eleven.  
**Recommendation:** Waive first reading and introduce Ordinance 4-2013.  
**Result of Recommended Action:** Adoption of this Ordinance will amend Section 4.22.115(A) of the Rancho Cordova Municipal Code. The Ordinance will increase the number of card tables that a licensed cardroom may operate or maintain within the City from ten (10) card tables to a maximum of eleven (11) card tables.  
**Staff Report:** Donna Silva, Finance Department and Adam Lindgren, City Attorney.  
**Advances Goal:** 5 and 6.

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

- 14.1 **Subject:** Blue Front Recycling Company Conditional Use Permit; Project No. DD7684 – Located at 10971 Olson Drive.  
**Recommendation:** Continue this item to the February 19, 2013 City Council Meeting.  
**Result of Recommended Action:** Continuation of this item will allow further investigation of optional locations and strategies for the collection of recyclables.  
**Staff Report:** William Campbell, Principal Planner.  
**Advances Goals:** 1, 2, and 6.
- 14.2 **Subject:** American Family Entertainment Center Conceptual Design Review; Project No. DD0038-179 – Located on the eastside of Kilgore Road between Trade Center Drive and Sun Center Drive.  
**Recommendation:** Continue to the February 19, 2013 City Council Meeting.  
**Result of Recommended Action:** Staff recommends that American Family Entertainment Center Conceptual Design Review be continued to the February 19, 2013 City Council Meeting, due to the City has not received the associated Financial Agreement and a minor modification to the site plan was needed to be resolved by the Applicant's architect.  
**Staff Report:** William Campbell, Principal Planner.  
**Advances Goals:** 1, 2, and 6.
- 14.3 **Subject:** Action Items Related to the Formation of the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services) - CONTINUED FROM JANUARY 22, 2013.  
**Recommendation:** Continue the Public Hearing to February 19, 2013.  
**Result of Recommended Action:** The continuation of the public hearing to the February 4th meeting will allow for revisions to the final rate and method of apportionment of the special tax to be levied within the community facilities district to pay for police services.  
**Staff Report:** Donna Silva and Michelle Mingay, Finance Department.  
**Advances Goal:** 5.

- 14.4 **Subject:** Action Items Related to the Formation of the City of Rancho Cordova Community Facilities District No. 2013-1 (Storm and Flood Protection Services) - CONTINUED FROM JANUARY 22, 2013.  
**Recommendation:** Continue the Public Hearing to March 4, 2013.  
**Result of Recommended Action:** The continuation of the public hearing to the March 4, 2013 meeting will allow for revisions to the final rate and method of apportionment of the special tax to be levied within the community facilities district to pay for storm and flood protection services.  
**Staff Report:** Cyrus Abhar, Public Works.  
**Advances Goal:** 5.

## 15. PUBLIC HEARING ITEMS

- 15.1 **Subject:** Clear Channel Outdoor Digital Freeway Sign Conditional Use Permit and Operating Agreement; Project No. DD7403 – Located at 11335, 11347 Folsom Boulevard.  
**Recommendation:** Adopt Resolution 13-2013.  
**Result of Recommended Action:** Approval of the proposed action will allow the Applicant to refurbish the existing traditional Billboard located along the south side of Highway 50 at the Sports Complex to a Digital Freeway Sign in the same location (11335, 11347 Folsom Boulevard). The action will also require the removal of the existing electronic sign located on the Sports Complex's monument sign and the removal of the traditional Billboard located at the southeast corner of Folsom Boulevard and Zinfandel Drive. The Operating Agreement will also provide the City with additional community benefits.  
**Staff Report:** Jessica Jordan, Senior Planner.  
**Advances Goals:** 1 and 6.
- 15.2 **Subject:** Public Hearing Considering Adoption of the Midyear Amendment to the 2012-13 Community Development Block Grant Action Plan.  
**Recommendation:** Approve Resolution No. 12-2013 adopting the Midyear Amendment to the 2012-13 Community Development Block Grant Action Plan.  
**Result of Recommended Action:**  
1. Adopts the amendment to the 2012-13 CDBG Action Plan  
2. Authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and  
3. Allows staff to make technical modifications to the Action Plan to correct minor errors and to respond to direction from HUD.  
**Staff Report:** Jessica Hayes, Housing Services & Dana Grossi, Housing Services.  
**Advances Goals:** 1, 2, 3, and 5.  
**GROWING STRONG NEIGHBORHOODS**

## 16. REGULAR CALENDAR ITEMS

- 16.1 **Subject:** Private Business Directional Sign Policy.  
**Recommendation:** That Council consider various policy options related to private business directional signs in the public rights-of-way and provide direction to staff as appropriate.  
**Result of Recommended Action:** Staff will act appropriately given the direction provided by Council.  
**Staff Report:** Cyrus Abhar, Public Works Director.  
**Advances Goals:** 1, 2, 5, and 6.

- 16.2 **Subject:** An Urgency Ordinance of the City of Rancho Cordova Establishing a Temporary Moratorium on the Establishment and Operation of Computer Gaming and Internet Access Businesses, to become Effective Immediately.

**Recommendation:** Adopt Urgency Ordinance 5-2013.

**Result of Recommended Action:** Adoption of this Ordinance will establish a 45-day temporary moratorium on the establishment, expansion or relocation of Computer Gaming and Internet Access Businesses, pending the review and possible amendment of zoning regulations applicable to this type of establishment. This moratorium is needed in order to: (1) address the community concerns regarding the establishment and operation of Computer Gaming and Internet Access Businesses; (2) study the potential impacts that these type of businesses may have on the public health, safety and welfare; (3) study and determine what local regulations may be appropriate or necessary for Computer Gaming and Internet Access Businesses; (4) study and determine the appropriate zoning and location for this these type of businesses; and (5) determine appropriate controls for the protection of public health, safety and welfare.

**Staff Report:** Paul Junker, Planning Director and Adam U. Lindgren, City Attorney.

**Advances Goals:** 1 and 2.

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

**18. CITY MANAGER'S REPORT**

**19. 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.cityofranhocordova.org](http://www.cityofranhocordova.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                        |                                                                                                                    |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <i>Tuesday, February 12, 2013</i>        | <i>City Council Special Meeting – Work Session (5:30 PM):<br/>Folsom Boulevard Specific Plan Update Discussion</i> |
| <b><i>Tuesday, February 19, 2013</i></b> | <b><i>City Council Regular Meeting (5:30 PM)</i></b>                                                               |
| <i>Friday, February 22, 2013</i>         | <i>City Council Special Meeting – Work Session (10:30 AM):<br/>Annual Corporate Report</i>                         |
| <i>Tuesday, February 26, 2013</i>        | <i>City Council Special Meeting – Work Session (5:30 PM):<br/>Housing Element Update</i>                           |
| <i>Monday, March 4, 2013</i>             | <i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>                                        |
| <i>Monday, March 18, 2013</i>            | <i>City Council Regular Meeting (5:30 PM)</i>                                                                      |
| <i>Tuesday, March 26, 2013</i>           | <i>City Council Special Meeting – Work Session (5:30 PM)</i>                                                       |
| <i>Monday, April 1, 2013</i>             | <i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>                                        |
| <i>Tuesday, April 9, 2013</i>            | <i>City Council Special Meeting – Work Session (5:30 PM)</i>                                                       |
| <i>Monday, April 15, 2013</i>            | <b><i>City Council Regular Meeting - CANCELLED</i></b>                                                             |

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 Department                                      | (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 and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. 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. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

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, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, February 04, 2013 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, January 31, 2013 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at [www.cityofranhocordova.org](http://www.cityofranhocordova.org).

Signed Thursday, January 31, 2013 at Rancho Cordova, California.

  
Mindy Cuppy, CMC, 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

Tuesday, January 22, 2013

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

**DRAFT MINUTES**

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

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

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

Council Members Absent: None.

Staff Members Present: Chinn, Cuppy, Lindgren, Downton, George, Abhar, Thomas, Sparkman, Campbell, Gassaway, Runner, Junker, Davis, Stricker.

**2. METRO CABLE TV TELEVISION ANNOUNCEMENT**

The City Clerk read the meetings recordings and playback schedules.

**3. PLEDGE OF ALLEGIANCE**

Donald Terry led the pledge.

**4. INVOCATION**

The Mayor asked that we have a moment of silence and reflection.

## 5. PRESENTATIONS

- 5.1 David Sander Presented a Proclamation to Junior League of Sacramento President Aimee Gillum in Recognition of the League's 70th Anniversary.
- 5.2 David Sander Presented a Proclamation to AMPAC Fine Chemicals Senior Capital Buyer Brad Nye in Recognition of Their Community Volunteerism.

## 6. PUBLIC COMMENT

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

- Joy Moon

Mayor Budge closed the public comment period.

## 7. COUNCIL REPORTS

Council reported on events since the last meeting.

## 8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

**ACTION:** Motion to approve by Skoglund, second by Terry;  
Carried by a 5:0 roll call vote.

- 8.1 **Subject:** Meeting Minutes of December 17, 2012 Regular Meeting and January 8-9, 2013 Special Meeting.  
**Recommendation:** Adopt minutes.
- 8.2 **Subject:** Ordinance Amending Rancho Cordova Municipal Code Chapters 6.20 and 6.21 on Solid Waste and Recycling; Resolution Granting the Public Works Director the Authority to Negotiate and Execute Non-exclusive Commercial Solid Waste and Recycling Collection Agreements.  
**Recommendation:** Waive second reading and adopt Ordinance No. 22-2012. (Roll Call Vote).  
**Result of Recommended Action:** Adoption of this Ordinance will repeal outdated Sacramento County Code provisions on solid waste from the City's Code, which were previously incorporated by reference, and will amend Rancho Cordova Municipal Code chapters 6.20 and 6.21 on solid waste and recycling to resolve conflicts between the Code and commercial franchise agreements for solid waste collection and reflect changes in State law concerning recycling.  
**Staff Report:** Kathy Garcia, Public Works Department.  
**Advances Goals:** 1,2, and 5.
- 8.3 **Subject:** City-Sponsored Zoning Code Amendment – Digital Freeway Signs – Applies Citywide.  
**Recommendation:** Waive second reading and adopt Ordinance No. 23-2012.  
**Result of Recommended Action:** Approving this Zoning Code Amendment removes the requirement for an Operating Agreement for Applicant's pursuing entitlements for a Digital Freeway Sign. The amendment also establishes community messaging, an

operation and maintenance plan, and an increased standard for removal of traditional billboards within the City when a Conditional Use Permit is considered, as standard requirements for installation of a Digital Freeway Sign. The Amendment would allow the City Council to consider a deviation from these standards in the form of an optional Operating Agreement when an Applicant desires to provide an equivalent community benefit in an alternative manner.

**Staff Report:** Jessica Jordan, Planning Department.

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

- 8.4 **Subject:** Resolution Authorizing the City Manager to Approve a Change Order for Additional Paving in the Amount of \$18,000 with Douglas Veerkamp General Engineering Increasing the Folsom Boulevard Phase 3 Total Contract Value to \$4,954,984.

**Recommendation:** Adopt Resolution 9-2013.

**Result of Recommended Action:** Adoption of this resolution will authorize the City Manager to execute a contract change order (CCO) associated with the Folsom Boulevard Phase 3 project (construction Contract No. 87-2011) in the amount of \$18,000 increasing the maximum total contract value to \$4,954,984.

**Staff Report:** Cyrus Abhar, Public Works.

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

- 8.5 **Subject:** Resolution No. 8-2013 Awarding Construction Contract to Tim Paxin's Pacific Excavation, Inc. for the Bicycle Traffic Signal Detection Project in an Amount of \$149,876.

**Recommendation:** Adopt Resolution No. 8-2013.

**Result of Recommended Action:** Adoption of this resolution will authorize the City Manager to award a construction contract to Tim Paxin's Pacific Excavation, Inc., the lowest responsive bidder, who would perform work on the Bicycle Traffic Signal Detection Project.

Work performed under this construction contract includes installation of bike detections and bike lane striping work at seven intersections throughout the City. The installation of bike detections will allow bikes to be detected when they approach the intersection. Currently, bicyclists would have to wait for a vehicle to approach the intersection or push the pedestrian push button. This project helps the City improve its status of being a bicycle friendly community.

**Staff Report:** Cyrus Abhar, Public Works Director

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

- 8.6 **Subject:** Approval of Council Member Appointments to Regional Boards, Commissions and Committees for 2013.

**Recommendation:** That Council confirms their 2013 commitments to serve on other agency boards, commissions, and committees.

**Result of Recommended Action:** The City Clerk will confirm appointments with the members of the Council responsible for representing the agency boards, commissions, and committees they serve, and will ensure that any necessary Fair Political Practices Commission (FPPC) filings are completed.

**Staff Report:** Mindy Cuppy, City Clerk.

**Advances Goal:** 4.

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

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

- 9.1 **Subject:** Safeway Fueling Center #1746 Conditional Use Permit and Minor Design Review; Project No. DD7653 – Located at 10605 Folsom Boulevard. CONTINUED FROM DECEMBER 17, 2012.  
**Recommendation:** Adopt Resolution 120-2012.  
**Result of Recommended Action:** Adoption of this resolution will allow construction of a new fueling station and convenience store to be operated by Safeway. The new development will remove an old vacant building off the Boulevard and upgrade the appearance of that portion of the Folsom Boulevard Specific Plan.  
**Staff Report:** William Campbell, Planning Department.  
**Advances Goals:** 1, 2 and 6.
- 9.2 **Subject:** Action Items Related to the Formation of the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services)  
**Recommendation:** Continue the Public Hearing to February 4, 2013.  
**Result of Recommended Action:** The continuation of the public hearing to the February 4th meeting will allow for revisions to the final rate and method of apportionment of the special tax to be levied within the community facilities district to pay for police services.  
**Staff Report:** Donna Silva and Michelle Mingay, Finance Department.  
**Advances Goal:** 5.
- 9.3 **Subject:** Action Items Related to the Formation of the City of Rancho Cordova Community Facilities District No. 2013-1 (Storm and Flood Protection Services).  
**Recommendation:** Continue the Public Hearing to February 4, 2013.  
**Result of Recommended Action:** The continuation of the public hearing to the February 4th meeting will allow for revisions to the final rate and method of apportionment of the special tax to be levied within the community facilities district to pay for storm and flood protection services.  
**Staff Report:** Cyrus Abhar, Public Works.  
**Advances Goal:** 5.

## 10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Rancho Cordova Travel and Tourism Multi-Sport Facility Administrative Use Permit and Variance; Project No. DD7735 – Located at 2561 Mercantile Drive.  
**Recommendation:** Adopt Resolution 1-2013.  
**Result of Recommended Action:** Adoption of this resolution will allow an indoor multi-use sports facility within a 71,628 square foot building that will be capable of housing basketball and volleyball tournaments. Rancho Cordova Travel and Tourism (RCT&T) will be able to accomplish one of its main goals to increase tourism and overnight stays in the City during the weekends. The facility will also cater to the regular weekday training and workout schedules for local area teams, club teams, and individuals.  
**Staff Report:** William Campbell, Planning Department.  
**Advances Goals:** 1, 2, and 6.

**ACTION:** Motion to Continue to the February 19, 2013 Council Meeting by Budge, second by Terry, Carried by a 5:0 vote.

- 10.2 **Subject:** Resolution Approving an Updated to the Transportation Development Impact Fee Program and Nexus Analysis.

**Recommendation:** 1. Adopt Resolution No. 7-2013; and 2. Waive the first reading and introduce Ordinance No. 3-2013

**Result of Recommended Action:** Adoption of Resolution No. 7-2013 approves the update to the Transportation Development Impact Fee Program and Nexus Study and adopts reduced transportation development impact fees in the new development area. Adoption of Ordinance No. 3-2013 makes minor amendments to Chapter 16.84 of the Municipal Code to be consistent with the provisions of the Nexus Study.

**Staff Report:** Cyrus Abhar, Public Works.

**Advances Goal:** 5.

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

## 11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Endorsement of the Next Economy Capital Region Prosperity Plan.

**Recommendation:** Adopt resolution 3-2013 formally endorsing the Next Economy Plan.

**Result of Recommended Action:** Adoption of this resolution will allow staff to align our current and future actions with the Next Economy Prosperity Plan

**Staff Report:** Micah Runner, Economic Development Department.

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

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

- 11.2 **Subject:** Private Business Directional Sign Policy.

**Recommendation:** That Council consider various policy options related to private business directional signs in the public rights-of-way and provide direction to staff as appropriate.

**Result of Recommended Action:** Staff will act appropriately given the direction provided by Council.

**Staff Report:** Cyrus Abhar, Public Works Director.

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

**ACTION:** Motion to Continue to the February 4, 2013 Council Meeting by McGarvey, second by Skoglund;  
Carried by a 5:0 vote.

## 12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Skoglund asked that staff, including code enforcement and police, to look into truck parking on a lot near Bradshaw and Lincoln Village.

## 13. CITY MANAGER'S REPORT

## 14. ADJOURNMENT



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

Council did not meet in closed session.

**16. CLOSED SESSION**

Conference with Legal Council, Existing Litigation. (Paragraph (1) of subdivision (d) of Section 54956.9). Name of case: City of Rancho Cordova and Successor Agency to the Rancho Cordova Redevelopment Agency v. Ana Matosantos, Julie Valverde, John Chaing, California State Board of Equalization. Case Number 34-2012-80001356.

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

**18. ADJOURNMENT**

Mayor Budge adjourned the meeting in memory of William (Bill) H. Griffith III at 6:46 PM.

  
Mindy Cuppy, CMC, City Clerk



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

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

**Tuesday, January 29, 2013**

**5:30 PM – Special Meeting  
American River Community Room North  
Closed Session/Coloma Room**

**DRAFT MINUTES**

**1. WORK SESSION - CALL TO ORDER/ROLL CALL**

Mayor Budge called the regular meeting to order in the American River Community Room North at 5:44 PM.

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

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Chinn, Silva, Downton, Holt, Junker, Runner, Behrends, Sparkman

**2. PUBLIC COMMENT**

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

**3. SPECIAL MEETING ITEM**

**ACTION:** Discussion item only; no action taken.

3.1 **Subject:** City-BIA Facilitated Discussion: Standards, Costs, Fees and Strategies.

#### **4. ADJOURNMENT**

Mayor Budge adjourned the special meeting to closed session at 8:30 PM.

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

Mayor Budge called the closed session to order in the Coloma Room at 8:35 PM.

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

Council Members Absent: None.

Staff Members Present: Lindgren, Abhar, Chinn, Silva, Junker, Runner

#### **6. CLOSED SESSION**

Council met in closed session to discuss the following items:

##### **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 10259 Folsom Boulevard, APN: 076-0213-003 thru 5; and 10235 Folsom Boulevard, APN: 076-0213-011 and 012

Agency negotiators: Micah Runner, Ted Gaebler, Joe Chinn, and Adam Lindgren.

Negotiating parties: Los Rios Community College District

Under negotiation: Price and terms of payment.

##### **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: APN: 072-026-0036 thru 072-026-0040

Agency negotiators: Ted Gaebler, Joe Chinn, Micah Runner, Adam Lindgren, Donna Silva.

Negotiating parties: D&S Development and Diede Construction

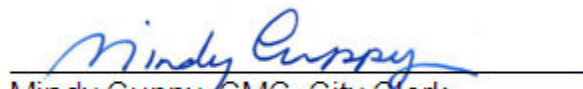
Under negotiation: Price and terms of payment.

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

City Attorney Adam Lindgren reported that there is no reportable action.

#### **8. ADJOURNMENT**

Mayor Budge adjourned the meeting at 8:50 PM.

  
Mindy Cuppy, CMC, City Clerk

## MEMORANDUM



**DATE:** February 4, 2012

**TO:** Honorable Mayor and Council Members

**FROM:** Rosanne Richeal, Chief of Police  
Mindy Cuppy, City Clerk

**SUBJECT: SHERIFF'S OUTREACH COMMUNITY ADVISORY BOARD APPOINTMENT**

### **RECOMMENDATION**

Adopt Resolution No. 13-2013 reappointing James E. Galloway, a Rancho Cordova representative to fill a second two-year Board Member term on the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB).

### **RESULT OF RECOMMENDED ACTION**

The City of Rancho Cordova will have a representative on the SOCAB whose purpose, as outlined in the Board of Supervisors' Ordinance, is..."to provide collaboration and communication in the establishment and implementation of programs that identify and seek to eradicate conflict, concerns and issues regarding the (Sheriff's) Department and the community it serves."

### **BACKGROUND**

Mr. Galloway has lived in Rancho Cordova for 26 years. He has served on many boards and has worked as a Telecommunication Associate and Telecom Design Engineer for the County of Sacramento for more than 19 years. Mr. Galloway's application states that he "was able to work with and come to understand many of the concerns of the community and law enforcement, and offer meaningful input."

Mr. Galloway was first appointed to serve on the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB) in October 2010, has participated in an advisory role over the past two years, and desires to continue in this appointment serving our community.

### **ATTACHMENT**

Resolution No. 13-2013 Approving Mayoral Appointment to the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB), including **(Exhibit A)** Ordinance No. SCC No. 1360 adding Chapter 2.25 to Title 2 of the Sacramento County Code Relating to Sheriff's Outreach Community Advisory Board.

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. 13-2013

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING  
MAYORAL APPOINTMENT TO THE SACRAMENTO COUNTY SHERIFF'S OUTREACH  
COMMUNITY ADVISORY BOARD**

**WHEREAS**, the Sacramento County Board of Supervisors adopted an Ordinance (SCC No. 1360) on July 24, 2007 adding Chapter 2.25 to Title 2 of the Sacramento County Code Relating to Sheriff's Outreach Community Advisory Board (SOCAB); and

**WHEREAS**, the purpose of the SOCAB is to provide collaboration and communication in the establishment and implementation of programs that identify and seek to eradicate conflict, concerns and issues regarding the Sacramento County Sheriff's Department and the community it serves; and

**WHEREAS**, the composition of the Advisory Board shall include representatives of the Cities within the County of Sacramento and the City Members shall be appointed by, and serve at the pleasure of, the Mayor of each City with the approval of the City Council to a two-year term on the Advisory Board, as outlined in **Exhibit A (Sacramento County Ordinance SCC No. 1360)**; and

**WHEREAS**, Rancho Cordova is a municipal entity within the jurisdictional boundaries of Sacramento County;

**WHEREAS**, James E. Galloway was first appointed to serve on the Sheriff's Outreach Community Advisory Board (SOCAB) on October 4, 2010 (Resolution No. 109-2010);

**BE IT RESOLVED**, that Mayor Linda Budge hereby reappoints James E. Galloway as Rancho Cordova's representative to the Sacramento County Sheriff's Outreach Community Advisory Board (SOCAB) effective this date;

**BE IT FUTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** does approve the Mayoral appointment and directs the City Clerk to provide a certified copy of this Resolution to the Sacramento County Sheriff.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the \_\_\_\_ day of \_\_\_\_, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

\_\_\_\_\_  
Mindy Cuppy, CMC, City Clerk

SCC NO. 1360

**AN ORDINANCE ADDING CHAPTER 2.25 TO TITLE 2 OF THE  
SACRAMENTO COUNTY CODE RELATING TO SHERIFF'S  
OUTREACH COMMUNITY ADVISORY BOARD**

The Board of Supervisors of the County of Sacramento, State of California, ordains as follows:

SECTION 1. Chapter 2.25, Sections 2.25.010 through 2.25.100, is hereby added to Title 2 of the Sacramento County Code to read as follows:

**2.25 Sheriff's Outreach Community Advisory Board.**

**2.25.010 Definitions.**

As used in this Chapter, the following definitions shall apply:

- a. "County" shall mean the County of Sacramento;
- b. "Board" shall mean the Board of Supervisors of County;
- c. "City" shall mean any incorporated city within the County;
- d. "Council" shall mean the City Council of City;
- e. "Mayor" shall mean the Mayor of City;
- f. "Advisory Board" shall mean the Sheriff's Outreach Community Advisory Board;
- g. "Member" shall mean a person appointed as a member of the Advisory Board;
- h. "Department" shall mean the Sacramento County Sheriff's.

**2.25.020 Advisory Board Established.**

The Sheriff Outreach Community Advisory Board is hereby established.

**2.25.030 Purpose.**

The purpose of the Advisory Board is to provide collaboration and communication in the establishment and implementation of programs that identify and seek to eradicate conflict, concerns and issues regarding the Department and the community it serves.

#### **2.25.040 Members.**

a. Members of the Advisory Board shall be representatives of the County of Sacramento and the Cities within the County of Sacramento that elect, by resolution or ordinance, to participate on the Advisory Board.

b. The Advisory Board shall consist of not more than twenty (20) Members, who shall be appointed as follows: 1. Five (5) Members to be appointed by, and serve at the pleasure of, the Board; 2. For each Member City, one Member shall be appointed for the first 100,000 of the City's population and an additional member for each additional 100,000 in population, not to exceed five (5) Members per City. The City Members shall be appointed by, and serve at the pleasure of, the Mayor of each City, with the approval of the Council; 3. Five (5) at-large Members shall be appointed by the Sheriff of the County.

4. Ex officio Members may be appointed by majority vote of the Members.

c. Each Member shall be a resident of the appointing jurisdiction. At-large members shall be residents of the County. There are no residency requirements for ex officio Members.

#### **2.25.050 Members-Term of Office**

a. Each Member shall serve for a term of two years, unless additional terms are authorized by the appointing authority.

b. No Member shall serve more than two consecutive two-year terms, except a Member appointed to complete an unexpired term, or whose initial term is less than two years, may serve up to two consecutive two-year terms in addition to such initial term.

c. The position of any Member who fails to attend, in succession, three or more regular meetings of that Advisory Board shall automatically become vacant and a replacement shall be appointed in accordance with Section 2.25.040.

d. Members serve at the pleasure of their appointing authority.

e. Ex officio members serve at the pleasure of the Advisory Board and are not subject to term limits.

f. Members shall serve without compensation.

#### **2.25.060 Meetings.**

The Advisory Board shall establish an annual schedule of meetings, generally on a monthly basis. Meetings shall be open to the public and shall be

held in compliance with Government Code sections 54950 *et seq.*

#### **2.25.070 Quorum.**

A quorum for transaction of business shall be one-third of the appointed Members. Action may be taken based on a majority vote of those Members present and voting, provided that no action may be taken if less than a quorum is present. In the event of a tie vote, the Chair of the Advisory Board shall have an additional vote.

#### **2.25.80 Organization.**

The Advisory Board shall elect a Chair and Vice Chair for a one-year term beginning on July 1 of each year. Other officers and committees may be created by action of the Advisory Board.

#### **2.25.090 Powers and Duties.**

The powers and duties of the Advisory Board shall be as follows:

- a. Provide an annual review to the Board of Supervisors and the Sheriff concerning complaints and testimony received from the community related to Sheriff operations, policies and standard operating procedures;
- b. Act in an advisory capacity to the Board of Supervisors and the Sheriff in promoting, aiding and encouraging community input on sheriff operations, policies and standing operating procedures;
- c. Act in an advisory capacity to the Board of Supervisors and the Sheriff in the development and operation of the Department's law enforcement activities;
- d. Solicit and accept testimony from the community regarding complaints pertaining to operations, policies and standard operating procedures of the Department.
- e. Represent the Advisory Board at community events;
- f. Participate in the development of media activity promoting the Advisory Board;
- g. Participate on speakers' bureaus on issues relevant to the Advisory Board; and



h. Such other activities that are consistent with the purpose of the Advisory Board.

## 2.25.100 Withdrawal.

Any City may withdraw from the Advisory Board upon service of written notice, in the form of a City resolution or ordinance. Notice shall be provided to both the Board of Supervisors and the Sheriff.

SECTION 2. This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on July 17, 2007 and on July 17, 2007 further reading was waived by the unanimous vote of the Supervisors present.

This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Sacramento.

On a motion by Supervisor Dickinson, seconded by Supervisor Yee, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 24th day of July 2007, by the following vote:

|                       |                                             |
|-----------------------|---------------------------------------------|
| AYES: Supervisors,    | Dickinson, MacGlashan, Peters, Yee, Nottoli |
| NOES: Supervisors,    | None                                        |
| ABSENT: Supervisors,  | None                                        |
| ABSTAIN: Supervisors, | None                                        |

Don Nottoli  
Chair of the Board of Supervisors  
of Sacramento County, California

(SEAL)



Cindy H. Turner  
Clerk, Board of Supervisors

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County of Sacramento on JUL 24 2007

By Gwynne Dowling  
Deputy Clerk, Board of Supervisors

**FILED**

JUL 24 2007

Cindy H. Turner  
CLERK OF THE BOARD

**CITY OF RANCHO CORDOVA**

**ORDINANCE NO. 3-2013**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA  
AMENDING CHAPTER 16.84 TITLE 16 OF THE MUNICIPAL CODE, TITLED  
“ESTABLISHMENT OF DEVELOPMENT IMPACT FEES TO FINANCE THE COST OF  
TRANSPORTATION FACILITIES”**

**WHEREAS**, Title 16, Chapter 16.84 of the Rancho Cordova Municipal Code, entitled “Establishment of Development Impact Fees to Finance the Cost of Transportation Facilities” was added to the Municipal Code in 2005 to establish the transportation development impact fee;

**WHEREAS**, the provisions of Chapter 16.84 sets forth policies, procedures, and methodologies for collection of the transportation development impact fee;

**WHEREAS**, the Council has adopted an updated Transportation Capital Improvement Plan and Development Impact Fee Program through the approval of the Transportation Development Impact Fee Program Nexus Study;

**WHEREAS**, City staff has identified the following necessary amendments to the Municipal Code to ensure consistency with the provisions of the Nexus Study.

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

**Section 1. Amendment of Code.** Chapter 16.84 of the Rancho Cordova Municipal Code is amended to read as follows:

**Chapter 16.84  
DEVELOPMENT IMPACT FEES TO FINANCE THE COST OF  
TRANSPORTATION FACILITIES**

Sections:

16.84.010 Purpose.

16.84.020 Definitions.

16.84.030 Establishment and administration of the city of Rancho Cordova transportation fund.

16.84.040 Establishment and administration of the city of Rancho Cordova transportation administration fund.

16.84.050 Imposition of transportation impact fee.

16.84.060 Payment of transportation impact fees.

16.84.065 Payment of transportation fee – Temporary deferral.

16.84.070 Adoption of the transportation system capital improvement program and compliance with priority list of city of Rancho Cordova transportation impact fee program.

16.84.080 Establishment of transportation impact fees and creation of areas.

16.84.090 Calculation of transportation impact fee.

16.84.100 Establishment of costs per unit for land uses within the city of Rancho Cordova.

16.84.110 Credit for construction of transportation facilities.

16.84.120 Reimbursement for construction of transportation projects in advance of the transportation system development impact fee program priority list schedule.

16.84.130 Annual program fee adjustment.

16.84.140 Alternative method and compliance with other laws.

Prior legislation: Ords. 19-2003, 27-2003, 32-2005 and 35-2005.

#### **16.84.010 Purpose.**

A. The general plan of the city of Rancho Cordova requires that areas chosen for urban expansion shall be capable of being provided, within a reasonable period of time, with an adequate level of public facilities including, but not limited to, roadway facilities and transit facilities.

B. The general plan further requires the preparation of a plan that identifies a mechanism for financing those facilities necessary to serve urban development in areas designated for urban expansion. The general plan also contains additional policies for supporting funding and use of developer dedications, development fees, and other means to pay for an acceptable level of transportation facilities.

C. The purpose of this chapter is to implement the general plan requirements set forth in subsections (A) and (B) of this section and to use the authority in Article XI, Section 7 of the California Constitution by imposing development fees to fund the cost of certain transportation facilities, the need for which is directly or indirectly generated by the type and extent of development proposed in the city of Rancho Cordova on which the fees will be imposed.

D. It is the further purpose of this chapter to require that adequate provision is made for developer-financed public facilities within the city of Rancho Cordova as a condition to any rezoning and prior to approval of certain permits within the city. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

#### **16.84.020 Definitions.**

“Areas” means those geographic areas established for public facilities financing purposes within the city of Rancho Cordova depicted in Figure 1 attached to the ordinance codified in this chapter and incorporated herein by reference. Area 1 comprises the infill area within the city. Area 2 comprises the new growth area for development within the city. A detailed map of each area depicted on Figure 1 is on file with the city public works department, and such maps are incorporated by reference herein.

“Building permit” means the permit issued or required for residential development, nonresidential development, commercial development, or other development within the city, pursuant to and as further defined by the city of Rancho Cordova building code.

“City” means the city of Rancho Cordova.

“City of Rancho Cordova transportation administration fund” means that special interest-bearing trust fund established pursuant to RCMC 16.84.040.

“City of Rancho Cordova transportation fund” means that special interest-bearing trust fund established pursuant to RCMC 16.84.030.

“Commercial development” means buildings constructed for the purpose of occupancy by retail, services, and other principally nonoffice businesses located on sites zoned SC shopping center, LC limited commercial, TC travel commercial, AC auto commercial, or GC general commercial in accord with the city of Rancho Cordova zoning code or designated commercial or commercial mixed use (CMU). For purposes of this chapter, residential dwellings constructed on sites designated CMU or another commercial zone pursuant to the zoning code are residential development rather than commercial development.

“Costs” means amounts spent, or authorized to be spent, in connection with the planning, financing, acquisition and development of a public facility or infrastructure including, without limitation, the costs of land, construction and inspection, engineering, administration, and consulting fees.

“Council” or “city council” means the city council of the city of Rancho Cordova.

“Department” means the city of Rancho Cordova public works department.

“Development impact fee” or “transportation development impact fee” or “transportation impact fee” means the fee levied by this chapter and due upon the approval of one or more building permits.

“Development unit” means a dwelling unit, for residential development, or square foot of building floor area, for nonresidential development.

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

“Facilities” means those public facilities designated in the Rancho Cordova transportation capital improvement plan and transportation development impact fee program.

“Fee resolution” means the resolution and fee schedule adopted by the city council, as may be amended from time to time, that approves the amount of the transportation development impact fees.

“Improvement plan” means the site plan of property proposed for development showing all required improvements that must be approved by the Rancho Cordova public works department pursuant to Chapter 12.03 RCMC prior to the issuance of a building permit for the property.

“Land use category” means detached dwelling units, attached dwelling units, multi-family, commercial, office, or industrial/manufacturing uses as further defined in the fee resolution.

“Multi-Family residential units” means all units within a structure that have 5 or more units, all of which are offered for rent to the general public, or all units within a structure that have 5 or more attached units that (i) are available to sale to individual owners, and (ii) have living areas less than or equal to 1,200 square feet.

“Nonresidential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of buildings other than single-family detached homes, single-family attached homes, duplexes, townhomes, condominiums, apartments, manufactured homes and mobile homes, or improvements thereto. Nonresidential development includes commercial development. Typically, nonresidential development consists of buildings to be occupied by retail, service, or other commercial businesses or by offices as regulated by the city of Rancho Cordova zoning code, but may also include buildings for use by churches, day care centers, private schools, and other institutional uses. Mixed-use buildings consisting of both dwelling units and commercial and/or office areas will have the respective building areas treated as either residential development or nonresidential development for purposes of this chapter.

“Office development” means buildings constructed for the purpose of occupancy by principally business and professional office uses located on sites zoned BP business and professional office in accord with the city of Rancho Cordova zoning code or designated commercial or CMU commercial mixed use.

“Planning director” means the planning director of the city of Rancho Cordova.

“Priority list” means those facilities included in the transportation capital improvement plan and transportation development impact fee program, as identified in order of priority by the Director, to avoid substantial congestion levels on key roadways.

“Program fee per development unit” means the development impact fee per development unit for a particular category of facilities. Such program fees, identified in the fee resolution, were established using an allocation of transportation system costs, as identified in the transportation capital improvement plan and development impact fee program, and dwelling unit equivalents (DUE’s) based on land use categories identified in the nexus study developed for the transportation development impact fee program.

“Programmed cost” means the estimated cost of constructing a facility based upon the unit costs for each construction item plus fixed percentages for engineering, permits and

construction contingency as set forth in the city of Rancho Cordova transportation development impact fee program and its public facilities project cost estimates, as periodically updated and adopted by resolution of the council.

“Residential development” means a subdivision map, parcel map, or permit for the original construction, grading or installation of dwelling units for residential use including detached and attached housing for owner or rental occupancy. For purposes of this chapter, residential development includes construction of or improvements to buildings or portions of buildings consisting of dwelling units constructed on sites designated CMU or another commercial zone. Institutional uses or other nonhousing development allowed by special use permit to be constructed on sites zoned for residential use are nonresidential development for purposes of this chapter.

“Single family attached” residential development means all units within a structure that have 2-4 attached units, whether such units are offered for rent or for sale to individual owners, and all units within a structure that has 5 or more attached units that (i) are available for sale to individual owners, and (ii) have a living area greater than 1,200 square feet.

“Single family detached” residential development includes all single family detached residential units.

“Transportation capital improvement plan” means the projects identified and the cost estimates prepared, and as may be updated, for the transportation system facilities identified in the general plan circulation element and on the roadway sizing diagram within the city limits that are needed to meet traffic demands as identified in the Nexus Study.

“Transportation development impact fee program” or “transportation impact fee” means the fee schedule, including any amendments thereto, adopted by resolution by the council for financing of designated public facilities to serve the city of Rancho Cordova, including, but not limited to, a designation of those facilities to be constructed with the development impact fees collected pursuant to this chapter, the priority list (“priority list”) for commencement of construction, the estimated cost of construction of the facilities and the total number of dwelling unit equivalents within each area of the city of Rancho Cordova as established. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

#### **16.84.030 Establishment and administration of the city of Rancho Cordova transportation fund.**

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the city of Rancho Cordova transportation fund. All amounts collected from transportation impact fees from Area 1 and Area 2 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency

solely to pay the costs identified in the transportation capital improvement plan and/or development impact fee program and nexus study.

B. The transportation fund shall be administered by the director. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**16.84.040 Establishment and administration of the city of Rancho Cordova transportation administration fund.**

A. There is hereby created by the department of finance in the city treasury a special interest-bearing trust fund entitled the city of Rancho Cordova transportation administration fund. All administration fees collected from Area 1 and Area 2 pursuant to this chapter shall be placed in said fund and shall be expended by the city of Rancho Cordova or its successor agency solely to pay the costs associated with administering the city of Rancho Cordova transportation impact fee program.

B. Commencing with the updated Nexus Study adopted January 22, 2013, administrative costs are incorporated into the transportation development impact fee. The administrative portion of the transportation development impact fee shall be expended by the City of Rancho Cordova or its successor agency solely to pay the costs associated with administering the transportation development impact fee program.

C. The transportation administration fund shall be administered by the director. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**16.84.050 Imposition of transportation impact fee.**

No change in a land use zoning designation shall be approved within the city of Rancho Cordova unless payment of the transportation impact fees established by this chapter is required of the property owner as a condition of such approval. No building permit shall be approved for property within the city of Rancho Cordova unless the development fees for that property are paid as required by this chapter. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**16.84.060 Payment of transportation impact fees.**

The transportation impact fees imposed pursuant to this chapter shall be paid by the property owner to the department, in an amount calculated pursuant to RCMC 16.84.090. The fees shall be calculated upon the approval of subdivision maps and shall be paid upon issuance of building permits. For projects that are subject to building permits, but not subdivision map approval, the fees shall be both calculated and paid upon issuance of the building permits. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**16.84.065 Payment of transportation impact fee – Temporary deferral.**

Notwithstanding any other requirement in RCMC 16.84.060 or this chapter, due to the temporary and acute nationwide slowdown in the housing market, the city manager shall have

the authority to consider and approve requests to defer payment of development impact fees imposed pursuant to this chapter to the earlier of 24 hours prior to scheduling of final inspection, issuance of a temporary or final certificate of occupancy, or one year from the date the deferral is approved by the city manager. This section shall automatically expire and be of no force and effect after June 30, 2013. [Ord. 32-2010 § 3; Ord. 10-2009 § 3; Ord. 14-2008 § 2].

**16.84.070 Adoption of the transportation capital improvement plan and compliance with priority list of city of Rancho Cordova transportation development impact fee program.**

A. The council shall by resolution adopt the city of Rancho Cordova transportation capital improvement plan of the city of Rancho Cordova transportation system development impact fee program. The council shall review the transportation capital improvement plan not less than annually and may amend it by resolution at its discretion.

B. With the exception of facilities approved by the director for construction by a property owner pursuant to RCMC 16.84.120, all facilities shall be funded in accordance with the priority list established for the city of Rancho Cordova transportation development impact fee program. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**16.84.080 Establishment of transportation impact fees and creation of areas.**

A. A separate transportation impact fee is hereby established for each of the following categories:

1. Specific plan transportation impact fee;
2. Infill transportation impact fee;
3. Regional transportation impact fee;

B. There are hereby created two initial areas of the city of Rancho Cordova, as shown in Figure 1, attached to the ordinance codified in this chapter and incorporated herein by reference.

C. The specific plan transportation impact fee shall apply to property within Area 2. The infill transportation impact fee shall apply to property within Area 1. The regional transportation impact fee shall apply to the Sunridge specific plan area and the Villages of Zinfandel special planning area within Area 2 and Area 1, respectively.

D. Future areas of the transportation development impact fee program may be created as additional public facilities financing plans are implemented for remaining undeveloped areas outside of the city of Rancho Cordova that may be annexed to the city in the future. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].



**16.84.090 Calculation of transportation impact fee.**

A. For residential development, the transportation impact fee shall be calculated by multiplying the number of units per land use category by a per unit cost as identified in the transportation impact fee program and fee resolution.

B. For nonresidential development, the transportation impact fee shall be calculated by multiplying the number of building square feet per land use category by a per square foot cost as identified in the transportation development impact fee program and fee resolution.

C. For the purpose of calculating the transportation impact fee for land use categories not specifically named in the transportation impact fee program and fee resolution, the planning director is hereby authorized to determine the land use category that corresponds most directly to the land use in question. Alternatively, the planning director can determine that no land use category adequately corresponds, and request the public works director to determine the transportation impact fee. Said transportation impact fee will be determined using the applicable trip generation factors as found in the Institute of Transportation Engineers Trip Generation Manual or equivalent method.

D. For the purpose of calculating the regional fee, the regional fee shall be calculated as the difference between the transportation impact fee for Area 1 or Area 2 (depending of the location of the property at issue) and the transportation component of the specific plan fee, if any. If no specific plan fee exists, then the regional fee and the transportation impact fee are equivalent.

E. The transportation impact fees shall be paid by the property owner in the amount as calculated pursuant to subsections (A), (B), (C) and (D) of this section for the categories of facilities established by RCMC 16.84.080, and shall include an additional administrative fee per building permit which will be calculated as provided in the transportation development impact fee program nexus study.

F. For the purpose of calculating transportation impact fees pursuant to subsections (A), (B), (C), and (D) of this section for properties with an approved use permit which significantly changes the underlying use of the site or properties within a special planning area, the director is hereby authorized to determine the per-unit or per-square-foot costs for each fee category that corresponds most directly to the use and density.

G. For the purpose of calculating transportation impact fees pursuant to subsections (A), (B), (C), and (D) of this section for building permits for land use categories not specifically named in this chapter or the transportation development impact fee program, the director is hereby authorized to determine the per-unit or per-square-foot costs for each fee category that corresponds most directly to the use and density. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**16.84.100 Establishment of costs per unit for land uses within the city of Rancho Cordova.**

A. Fees per unit for various land uses identified in the fee resolution were established using an allocation of transportation system costs as identified in the transportation system capital improvement plan and total additional trip miles based on land use categories identified in the nexus study developed for the transportation impact fee program.

B. For specific land uses not identified in the fee resolution, the cost per dwelling unit equivalent established by the nexus study and the trip generation rates established by the Institute of Traffic Engineers or equivalent method shall be used to calculate the fee per dwelling unit. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**16.84.110 Credit for construction of transportation facilities.**

A. Upon application by the property owner or his authorized agent, the director may authorize the construction of any transportation facilities, or portions thereof, in order of priority as designated on the priority list for the transportation development impact fee program in lieu of all, or a portion of, the transportation impact fee required by this chapter. If so authorized, the credit toward transportation impact fees, excluding the administrative fee, to be provided to the property owner for such in-lieu construction shall be equal to 80 percent of the programmed cost of the facility, as set forth in the transportation system development impact fee program in effect at the time when the in-lieu construction is so authorized, including, but not limited to, unit prices, quantities and project descriptions. Prior to credit being given and/or issuance of any of the approvals set forth in RCMC 16.84.060 (e.g., approvals of building permits, subdivisions or zoning amendments), the construction of any facility authorized by this section must either be accepted by the department, or the property owner must post security for the complete performance of the construction in a form acceptable to the director and the city attorney.

B. Upon acceptance of the completed facility and after reconciliation of the final facility costs, the remaining 20 percent of the programmed cost as designated in the transportation system development impact fee program may be issued as a credit balance to the property owner that may be utilized within the city of Rancho Cordova as determined by the director.

C. Where the amount of the credit is less than the amount of the transportation impact fee otherwise applicable to the development in question, the property owner must pay to the city the difference in accordance with RCMC 16.84.060.

D. Where the amount of the credit is greater than the amount of the transportation impact fee, the property owner shall be paid the difference only from the applicable transportation fund within a reasonable time after the project is accepted by the department pursuant to RCMC 16.84.120 in order of priority on the priority list in the transportation system development impact fee program when funds are available.

E. Where a facility is proposed for construction by the property owner, the director at his discretion may either (1) provide the property owner with a credit pursuant to this section or (2) enter into a reimbursement agreement with the property owner pursuant to RCMC 16.84.120. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**16.84.120 Reimbursement for construction of transportation projects in advance of the transportation system development impact fee program priority list schedule.**

A. Upon application by the property owner or his authorized agent, the director may enter into a reimbursement agreement authorizing the construction of any transportation facilities, or portions thereof, designated in the transportation system development impact fee program. In addition to the requirements of subsection (D) of this section, the agreement shall set forth the amount to be reimbursed, the time and manner in which payments are to be made, and shall state that reimbursement by the city will only be made from the applicable transportation fund when funds are available.

B. The amount of reimbursement shall be the actual cost of the facility up to the programmed cost of the facility as set forth in the transportation system development impact fee program in effect at the time the construction contract is awarded for that specific facility. The time of reimbursement shall be the end of the fiscal year in which the facility is scheduled for construction, based on the priority list in the transportation system development impact fee program, or as different timing is otherwise authorized by the director.

C. By entering into a reimbursement agreement, a property owner is not relieved of the obligation to pay the transportation impact fees in the manner and amount specified by this chapter.

D. If the director enters into an agreement authorized by subsection (A) of this section, or credit agreement as authorized by RCMC 16.84.110(C), the agreement shall provide that:

1. The general fund of the city is not liable for payment of any obligations arising from the agreement;
2. The credit or taxing power of the city is not pledged for the payment of any obligations arising from the agreement;
3. The landowner shall not compel the exercise of the city taxing power or the forfeiture of any of its property to satisfy any obligations arising from the agreement; and
4. The obligation arising from the agreement is not a debt of the city, nor a legal or equitable pledge, charge, lien, or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues, and is payable only from the transportation impact fees deposited in the applicable transportation fund.

E. The property owner or his authorized agent shall apply for reimbursement as set forth in subsections (A), (B), (C) and (D) of this section no later than four years after the transportation project is constructed and accepted. The property owner shall waive the right of reimbursement for construction costs payable under this section when the reimbursement is not applied for within said four-year limitation. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**16.84.130 Annual program fee adjustment.**

Commencing January 1, 2014, and thereafter each year no later than January 15th, the finance director shall authorize the adjustment of the program fee per development unit for each type of development in each fee category, which shall be adjusted according to the methodology described in the transportation development impact fee program nexus study.

The estimated cost of the facilities used in the transportation system capital improvement program and for calculating credits and reimbursements pursuant to RCMC 16.84.110 and 16.84.120 shall be adjusted annually using the same adjustment factor. [Ord. 5-2012 § 1; Ord. 3-2011 § 1; Ord. 5-2010 § 1; Ord. 7-2009 § 1; Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**16.84.140 Alternative method and compliance with other laws.**

A. This chapter is intended to establish a supplemental method for funding the cost of certain facilities the need for which is expected to be generated by the level and type of development proposed in the city of Rancho Cordova. Except as provided in Section 4 of the ordinance codified in this chapter (continuance in effect of roadway and transit development fees established by Sacramento County), the provisions of this chapter shall not be construed to limit the power of the council to impose any other fees or exactions or to continue to impose existing ones on development within the city of Rancho Cordova, but shall be in addition to any other fees, exactions or other requirements that the city is authorized to impose, or has previously imposed, as a condition of approving plans, rezonings or other entitlements within the city of Rancho Cordova pursuant to state and local laws. In particular, individual property owners shall remain obligated to fund, construct, and/or dedicate the improvements, public facilities and/or pay other exactions authorized or required by, but not limited to: (1) the city of Rancho Cordova public works department improvement standards; (2) the Sacramento County municipal services agency improvement standards; (3) the Quimby Act (Section 66477 et seq. of the Government Code) and implementing ordinances (Chapter 22.40 RCMC); (4) school impact fees (Section 65970 et seq. of the Government Code) and implementing ordinances; and (5) Sacramento County drainage fees (county water agency Ordinance No. 1). Any credits or repayments pursuant to RCMC 16.84.110 and 16.84.120 shall not include credits or repayment for the funding, construction or dedications described in this section.

B. The construction of facilities by a private owner pursuant to RCMC 16.84.110 and 16.84.120 shall be performed and contracted for only as required by law, including, but not limited to,

compliance with the department's improvement standards and requirements for public works, if applicable to the particular facility. [Ord. 6-2006 § 3; Ord. 33-2005 § 3; Ord. 24-2005 § 3].

**Section 2. Effective Date**

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

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote:

**AYES:**

**NOES:**

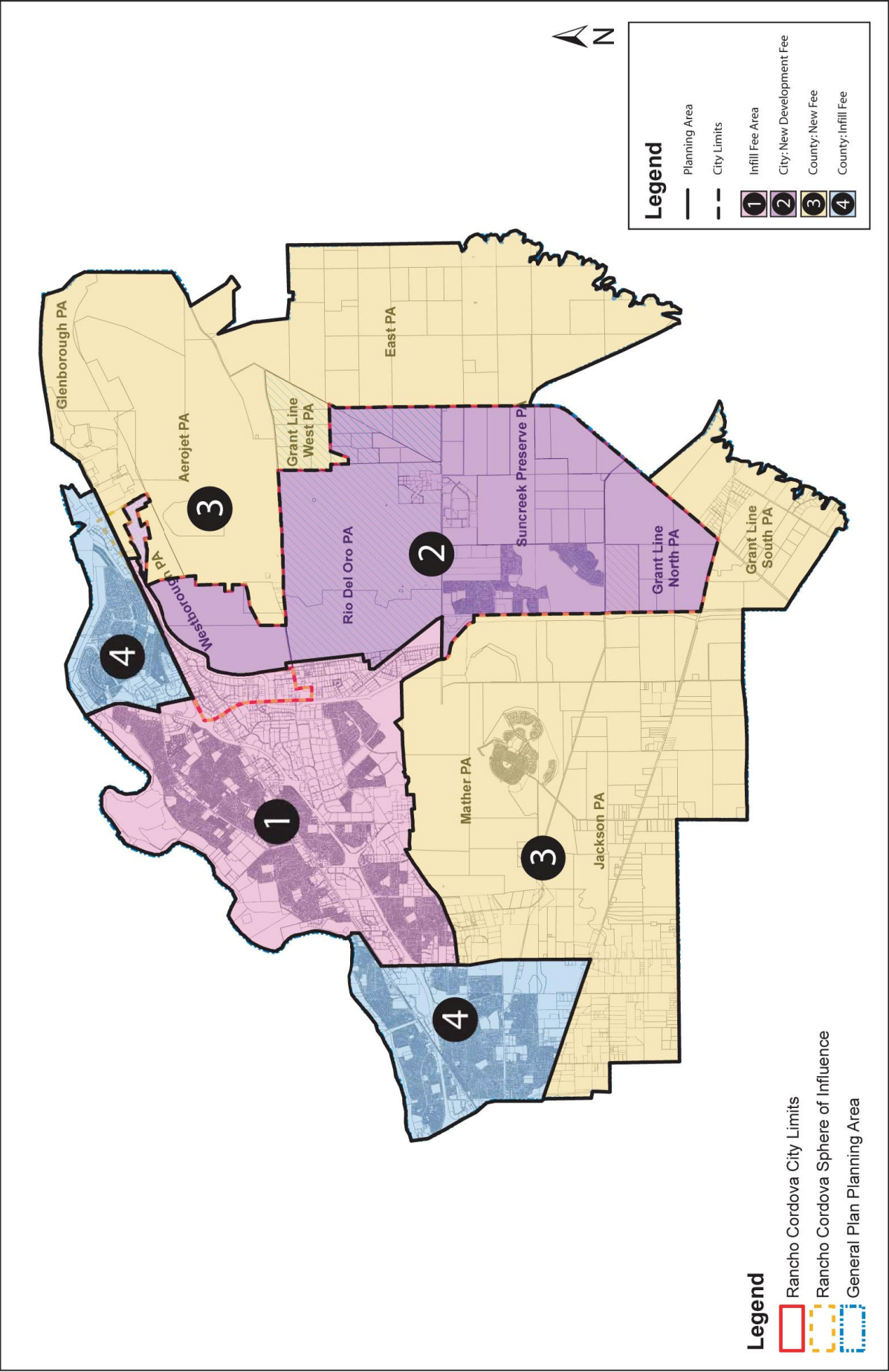
**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

\_\_\_\_\_  
Mindy Cuppy, CMC, City Clerk





## MEMORANDUM



**DATE:** February 4, 2013

**TO:** Honorable Mayor and Council Members  
And Successor Agency Board Members

**FROM:** Donna Silva, Finance Director  
Micah Runner, Economic Development Manager

**SUBJECT: RESOLUTIONS OF THE CITY OF RANCHO CORDOVA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING LOAN AGREEMENTS BETWEEN THE TWO ENTITIES**

### **RECOMMENDATION**

Staff recommends Council and Successor Agency adopt the following resolutions:

1. City Council Resolution No. 14-2013
2. Successor Agency Resolution No. SA-1-2013

### **RESULT OF RECOMMENDED ACTIONS**

Approval of the Loan Agreements will allow the City of Rancho to be reimbursed for funds loaned to the Successor Agency for certain operating and administrative expenses.

### **BACKGROUND**

Assembly Bill 1x 26 (Stats. 2011, chap.5) added a new Part 1.85 to Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et seq.*), which was subsequently modified by the California Supreme Court in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4<sup>th</sup> 231 and by Assembly Bill 1484 (Stats. 2012, chap. 26, effective June 27, 2012) (the "Dissolution Act"), and in accordance therewith, all redevelopment agencies in the State of California, including the Community Redevelopment Agency of the City of Rancho Cordova (the "Redevelopment Agency"), were dissolved effective February 1, 2012.

The Dissolution Act provided that a city or county that formed a Redevelopment Agency would serve as the Rancho Cordova Successor Agency (the "Successor Agency") to the dissolved redevelopment agency, unless the Sponsoring Jurisdiction affirmatively elected not to fill that role. On January 10, 2012 the City Council elected to serve as the Successor Agency, an entity separate and distinct from the City.

Prior to dissolution, the Redevelopment Agency had been operating under a reimbursement agreement between the City and the Agency to provide funding for the Agency's expenditures due to the lack of tax increment revenue. Although this loan meets the Dissolution Acts definition of an enforceable obligation, the Department of Finance (the "DOF") continues to deny



this obligation, therefore the Successor Agency cannot rely on this agreement to meet its current funding needs.

Section 34173(h) of The Dissolution Act includes language authorizing a city that created a Redevelopment Agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city's discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) further states that an enforceable obligation is created for the repayment of such a loan.

Since the Successor Agency is not currently receiving property tax revenue, approval of these loan agreements will allow the Successor Agency to borrow funds from the City for both the ROPS III period (January to June 2013) and the ROPS 13-14A period (July to December 2013), only to the extent the funds are necessary, in order for the Successor Agency to meet its current obligations. In accordance with the terms of the loan agreements, these loans are required to be repaid in any ROPS period with revenues in excess of enforceable obligations.

#### **ATTACHMENTS**

1. Resolution 14-2013
2. Resolution SA-1-2013

## ATTACHMENT 1

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. 14-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA  
APPROVING LOAN AGREEMENTS WITH THE SUCCESSOR AGENCY TO THE  
COMMUNITY REDEVELOPMENT AGENCY**

**WHEREAS**, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4<sup>th</sup> 231, upheld Assembly Bill x1 26 (“ABx1 26”); and

**WHEREAS**, pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

**WHEREAS**, as added by ABx1 26, California Health and Safety Code Sections 34171(j) and 34173 originally provided that a city or county that formed a redevelopment agency (the “Sponsoring Jurisdiction”) would serve as the successor agency to the dissolved redevelopment agency unless the Sponsoring Jurisdiction affirmatively elected not to fill that role; and

**WHEREAS**, as added by ABx1 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies; and

**WHEREAS**, pursuant to Resolution No. 1-2012, adopted by the City Council on January 10, 2012, the City of Rancho Cordova (“City”) agreed to serve as the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova (the “Agency”) commencing upon the dissolution of the Agency on February 1, 2012; and

**WHEREAS**, Assembly Bill 1484, enacted June 27, 2012, modified ABx1 26 by adding California Health and Safety Code Section 34173(g) to clarify that each successor agency “is a separate public entity from the public agency that provides for its governance”; and

**WHEREAS**, California Health and Safety Code Section 34173(h) authorizes the city that created a redevelopment agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan; and

**WHEREAS**, The Rancho Cordova Successor Agency is currently not receiving property tax revenue due the assessed values of the properties located within the project area falling below the frozen base established when the Agency was formed.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City of Rancho Cordova that it hereby approves a Loan Agreement (**Exhibit A**) for certain ROPS III obligations payable during the period of January to June 2013 and a Loan Agreement (**Exhibit B**) for certain ROPS 13-14A obligations payable during the period of July to December 2013 with the Successor Agency of the former Community Redevelopment Agency, and authorizes a promissory note in a form acceptable to the City Finance Director and City Attorney.

**ATTACHMENT 1**

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the \_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

\_\_\_\_\_  
Mindy Cuppy, CMC, City Clerk

## EXHIBIT A

## LOAN AGREEMENT

THIS LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of February 4, 2013 (“**Effective Date**”) by and between the Successor Agency of the City of Rancho Cordova Community Redevelopment Agency, a public body corporate and politic (the “**Successor Agency**”) and the City of Rancho Cordova, California a municipal corporation (the “**City**”).

## RECITALS

A. On January 10, 2012, the City Council designated itself as the Successor Agency to the Redevelopment Agency pursuant to the Community Redevelopment Law, California Health and Safety Code section 33000 *et seq.*

B. California Health and Safety Code section 34173(h) authorizes the City that created a Redevelopment Agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule ( the “**ROPS**”) or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

C. The City and Successor Agency now desire to enter into a loan agreement pursuant to Section 34173(h) as described above, for the purposes of paying for the administrative costs, enforceable obligations and project-related expenses incurred by the City in its capacity as Successor Entity. Without a loan, the Successor Agency would have no ability to meet its enforceable obligations.

D. The Agreement shall cover the third ROPS period which includes enforceable obligations paid between January 1, 2013 and June 30, 2013.

D. The Successor Agency and the City have each determined that the loan pursuant to the terms of this Agreement is in the interests of the health, safety and welfare of the residents of the City.

**NOW, THEREFORE**, the Successor Agency and the City agree as follows:

1. Loan. The City agrees to loan to the Successor Agency, and the Agency agrees to borrow from and repay to City an amount not to exceed \$445,500 (the “**Loan**”) upon the terms and conditions and for the purposes set forth in this Agreement.

2. Interest Rate; Maturity Date; Prepayment. Interest shall accrue on the outstanding principal balance of the Note at a rate equal to the Local Agency Investment Fund Rate, commencing upon the date of disbursement of the Loan proceeds and continuing until the Note is paid in full. The entire outstanding principal balance of the Loan together with interest accrued thereon and all other sums due under the Note shall be payable in one lump sum on December 31, 2013 (the “**Maturity Date**”). The Successor Agency may prepay the Loan in whole or in part at any time without penalty or premium. Partial prepayments shall be applied first to accrued interest and then to principal.

The repayment of debt pursuant to the Loan shall occur in accordance with Section 34171(d)(1)(B) and take precedence over, and be paid before, other enforceable obligations.

**EXHIBIT A**

3. Use of Loan Proceeds. The Loan proceeds shall be used solely for the pay, costs and benefits of administrative, legal and audit services provided to the Successor Agency. The loan shall not be used to pay court ordered attorney fees or settlements to third party litigants.

4. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

5. Amendments. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the Parties.

6. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Agency shall be personally liable to City in the event of any default or breach by the Agency, or for any amount of money which may become due to City or its successor, or for any obligation of Agency under this Agreement.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

8. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

10. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as though fully set herein.

11. Remedies. If either Party breaches any of its obligations hereunder, the other Party shall have all remedies for such breach available at law or in equity, including without limitation, damages, and the right to compel the defaulting party to specifically perform its obligations under this Agreement.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

14. Entire Agreement. This Agreement, together with the Note contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

15. Notices. Notices delivered pursuant to this Agreement shall be delivered personally or by first class mail to the Parties at the addresses set forth below or such other address as a Party may designate in writing by notice delivered to the other Party.

Agency: Successor Agency of the City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
Attention: Executive Director

**EXHIBIT A**

City: City of Rancho Cordova  
 2729 Prospect Park Drive  
 Rancho Cordova, CA 95670  
 Attention: City Manager

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

**RANCHO CORDOVA SUCCESSOR AGENCY**

By: \_\_\_\_\_  
 Executive Director

Attest: \_\_\_\_\_  
 Agency Secretary

Approved as to form:

\_\_\_\_\_  
 Agency Counsel

**CITY OF RANCHO CORDOVA**

By: \_\_\_\_\_  
 City Manager

Attest: \_\_\_\_\_  
 City Clerk

Approved as to form:

\_\_\_\_\_  
 City Attorney

1951968.2

**EXHIBIT B****LOAN AGREEMENT**

THIS LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of February 4, 2013 (“**Effective Date**”) by and between the Successor Agency of the City of Rancho Cordova Community Redevelopment Agency, a public body corporate and politic (the “**Successor Agency**”) and the City of Rancho Cordova, California a municipal corporation (the “**City**”).

**RECITALS**

A. On January 10, 2012, the City Council designated itself as the Successor Agency to the Redevelopment Agency pursuant to the Community Redevelopment Law, California Health and Safety Code section 33000 *et seq.*

B. California Health and Safety Code section 34173(h) authorizes the City that created a Redevelopment Agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule ( the “**ROPS**”) or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

C. The City and Successor Agency now desire to enter into a loan agreement pursuant to Section 34173(h) as described above, for the purposes of paying for the administrative costs, enforceable obligations and project-related expenses incurred by the City in its capacity as Successor Entity. Without a loan, the Successor Agency would have no ability to meet its enforceable obligations.

D. The Agreement shall cover ROPS 13-14A which includes enforceable obligations paid between July 1, 2013 and December 31, 2013.

D. The Successor Agency and the City have each determined that the loan pursuant to the terms of this Agreement is in the interests of the health, safety and welfare of the residents of the City.

**NOW, THEREFORE**, the Successor Agency and the City agree as follows:

1. Loan. The City agrees to loan to the Successor Agency, and the Agency agrees to borrow from and repay to City an amount not to exceed \$216,500 (the “**Loan**”) upon the terms and conditions and for the purposes set forth in this Agreement.

2. Interest Rate; Maturity Date; Prepayment. Interest shall accrue on the outstanding principal balance of the Note at a rate equal to the Local Agency Investment Fund Rate, commencing upon the date of disbursement of the Loan proceeds and continuing until the Note is paid in full. The entire outstanding principal balance of the Loan together with interest accrued thereon and all other sums due under the Note shall be payable in one lump sum on June 30, 2014 (the “**Maturity Date**”). The Successor Agency may prepay the Loan in whole or in part at any time without penalty or premium. Partial prepayments shall be applied first to accrued interest and then to principal.

The repayment of debt pursuant to the Loan shall occur in accordance with Section 34171(d)(1)(B) and take precedence over, and be paid before, other enforceable obligations.

**EXHIBIT B**

3. Use of Loan Proceeds. The Loan proceeds shall be used solely for the pay, costs and benefits of administrative, legal and audit services provided to the Successor Agency. The loan shall not be used to pay court ordered attorney fees or settlements to third party litigants.

4. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

5. Amendments. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the Parties.

6. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Agency shall be personally liable to City in the event of any default or breach by the Agency, or for any amount of money which may become due to City or its successor, or for any obligation of Agency under this Agreement.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

8. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

10. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as though fully set herein.

11. Remedies. If either Party breaches any of its obligations hereunder, the other Party shall have all remedies for such breach available at law or in equity, including without limitation, damages, and the right to compel the defaulting party to specifically perform its obligations under this Agreement.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

14. Entire Agreement. This Agreement, together with the Note contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

15. Notices. Notices delivered pursuant to this Agreement shall be delivered personally or by first class mail to the Parties at the addresses set forth below or such other address as a Party may designate in writing by notice delivered to the other Party.

Agency: Successor Agency of the City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
Attention: Executive Director



**EXHIBIT B**

City: City of Rancho Cordova  
 2729 Prospect Park Drive  
 Rancho Cordova, CA 95670  
 Attention: City Manager

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

**RANCHO CORDOVA SUCCESSOR AGENCY**

By: \_\_\_\_\_  
 Executive Director

Attest: \_\_\_\_\_  
 Agency Secretary

Approved as to form:

\_\_\_\_\_  
 Agency Counsel

**CITY OF RANCHO CORDOVA**

By: \_\_\_\_\_  
 City Manager

Attest: \_\_\_\_\_  
 City Clerk

Approved as to form:

\_\_\_\_\_  
 City Attorney

1951968.2

## ATTACHMENT 2

**SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF RANCHO CORDOVA**

**RESOLUTION NO. SA-1-2013**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING LOAN AGREEMENTS WITH  
THE CITY OF RANCHO CORDOVA**

**WHEREAS**, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4<sup>th</sup> 231, upheld Assembly Bill x1 26 (“ABx1 26”); and

**WHEREAS**, pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

**WHEREAS**, as added by ABx1 26, California Health and Safety Code Sections 34171(j) and 34173 originally provided that a city or county that formed a redevelopment agency (the “Sponsoring Jurisdiction”) would serve as the successor agency to the dissolved redevelopment agency unless the Sponsoring Jurisdiction affirmatively elected not to fill that role; and

**WHEREAS**, as added by ABx1 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies; and

**WHEREAS**, pursuant to Resolution No. 1-2012, adopted by the City Council on January 10, 2012, the City of Rancho Cordova (“City”) agreed to serve as the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova (the “Agency”) commencing upon the dissolution of the Agency on February 1, 2012; and

**WHEREAS**, Assembly Bill 1484, enacted June 27, 2012, modified ABx1 26 by adding California Health and Safety Code Section 34173(g) to clarify that each successor agency “is a separate public entity from the public agency that provides for its governance”; and

**WHEREAS**, California Health and Safety Code Section 34173(h) authorizes the city that created a redevelopment agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan; and

**WHEREAS**, The Rancho Cordova Successor Agency is currently not receiving property tax revenue due the assessed values of the properties located within the project area falling below the frozen base established when the Agency was formed.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Governing Board of the Successor Agency to the former Community Redevelopment Agency of the City of Rancho Cordova that it hereby approves a Loan Agreement (**Exhibit A**) for certain ROPS III obligations payable during the period of January to June 2013 and a Loan Agreement (**Exhibit B**) for certain ROPS 13-14A obligations payable during the period of July to December 2013 with the

**ATTACHMENT 2**

City of Rancho Cordova, and authorizes a promissory note in a form acceptable to the Successor Agency Treasurer.

**PASSED AND ADOPTED** by the Board Members of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova on the \_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Linda Budge, Agency Chair

**ATTEST:**

---

Mindy Cuppy, CMC, Agency Secretary

## EXHIBIT A

## LOAN AGREEMENT

THIS LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of February 4, 2013 (“**Effective Date**”) by and between the Successor Agency of the City of Rancho Cordova Community Redevelopment Agency, a public body corporate and politic (the “**Successor Agency**”) and the City of Rancho Cordova, California a municipal corporation (the “**City**”).

## RECITALS

A. On January 10, 2012, the City Council designated itself as the Successor Agency to the Redevelopment Agency pursuant to the Community Redevelopment Law, California Health and Safety Code section 33000 *et seq.*

B. California Health and Safety Code section 34173(h) authorizes the City that created a Redevelopment Agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule ( the “**ROPS**”) or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

C. The City and Successor Agency now desire to enter into a loan agreement pursuant to Section 34173(h) as described above, for the purposes of paying for the administrative costs, enforceable obligations and project-related expenses incurred by the City in its capacity as Successor Entity. Without a loan, the Successor Agency would have no ability to meet its enforceable obligations.

D. The Agreement shall cover the third ROPS period which includes enforceable obligations paid between January 1, 2013 and June 30, 2013.

D. The Successor Agency and the City have each determined that the loan pursuant to the terms of this Agreement is in the interests of the health, safety and welfare of the residents of the City.

**NOW, THEREFORE**, the Successor Agency and the City agree as follows:

1. Loan. The City agrees to loan to the Successor Agency, and the Agency agrees to borrow from and repay to City an amount not to exceed \$445,500 (the “**Loan**”) upon the terms and conditions and for the purposes set forth in this Agreement.

2. Interest Rate; Maturity Date; Prepayment. Interest shall accrue on the outstanding principal balance of the Note at a rate equal to the Local Agency Investment Fund Rate, commencing upon the date of disbursement of the Loan proceeds and continuing until the Note is paid in full. The entire outstanding principal balance of the Loan together with interest accrued thereon and all other sums due under the Note shall be payable in one lump sum on December 31, 2013 (the “**Maturity Date**”). The Successor Agency may prepay the Loan in whole or in part at any time without penalty or premium. Partial prepayments shall be applied first to accrued interest and then to principal.

The repayment of debt pursuant to the Loan shall occur in accordance with Section 34171(d)(1)(B) and take precedence over, and be paid before, other enforceable obligations.

**EXHIBIT A**

3. Use of Loan Proceeds. The Loan proceeds shall be used solely for the pay, costs and benefits of administrative, legal and audit services provided to the Successor Agency. The loan shall not be used to pay court ordered attorney fees or settlements to third party litigants.

4. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

5. Amendments. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the Parties.

6. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Agency shall be personally liable to City in the event of any default or breach by the Agency, or for any amount of money which may become due to City or its successor, or for any obligation of Agency under this Agreement.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

8. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

10. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as though fully set herein.

11. Remedies. If either Party breaches any of its obligations hereunder, the other Party shall have all remedies for such breach available at law or in equity, including without limitation, damages, and the right to compel the defaulting party to specifically perform its obligations under this Agreement.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

14. Entire Agreement. This Agreement, together with the Note contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

15. Notices. Notices delivered pursuant to this Agreement shall be delivered personally or by first class mail to the Parties at the addresses set forth below or such other address as a Party may designate in writing by notice delivered to the other Party.

Agency: Successor Agency of the City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
Attention: Executive Director

**EXHIBIT A**

City: City of Rancho Cordova  
 2729 Prospect Park Drive  
 Rancho Cordova, CA 95670  
 Attention: City Manager

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

**RANCHO CORDOVA SUCCESSOR AGENCY**

By: \_\_\_\_\_  
 Executive Director

Attest: \_\_\_\_\_  
 Agency Secretary

Approved as to form:

\_\_\_\_\_  
 Agency Counsel

**CITY OF RANCHO CORDOVA**

By: \_\_\_\_\_  
 City Manager

Attest: \_\_\_\_\_  
 City Clerk

Approved as to form:

\_\_\_\_\_  
 City Attorney

1951968.2

**EXHIBIT B****LOAN AGREEMENT**

THIS LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of February 4, 2013 (“**Effective Date**”) by and between the Successor Agency of the City of Rancho Cordova Community Redevelopment Agency, a public body corporate and politic (the “**Successor Agency**”) and the City of Rancho Cordova, California a municipal corporation (the “**City**”).

**RECITALS**

A. On January 10, 2012, the City Council designated itself as the Successor Agency to the Redevelopment Agency pursuant to the Community Redevelopment Law, California Health and Safety Code section 33000 *et seq.*

B. California Health and Safety Code section 34173(h) authorizes the City that created a Redevelopment Agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule ( the “**ROPS**”) or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

C. The City and Successor Agency now desire to enter into a loan agreement pursuant to Section 34173(h) as described above, for the purposes of paying for the administrative costs, enforceable obligations and project-related expenses incurred by the City in its capacity as Successor Entity. Without a loan, the Successor Agency would have no ability to meet its enforceable obligations.

D. The Agreement shall cover ROPS 13-14A which includes enforceable obligations paid between July 1, 2013 and December 31, 2013.

D. The Successor Agency and the City have each determined that the loan pursuant to the terms of this Agreement is in the interests of the health, safety and welfare of the residents of the City.

**NOW, THEREFORE**, the Successor Agency and the City agree as follows:

1. Loan. The City agrees to loan to the Successor Agency, and the Agency agrees to borrow from and repay to City an amount not to exceed \$216,500 (the “**Loan**”) upon the terms and conditions and for the purposes set forth in this Agreement.

2. Interest Rate; Maturity Date; Prepayment. Interest shall accrue on the outstanding principal balance of the Note at a rate equal to the Local Agency Investment Fund Rate, commencing upon the date of disbursement of the Loan proceeds and continuing until the Note is paid in full. The entire outstanding principal balance of the Loan together with interest accrued thereon and all other sums due under the Note shall be payable in one lump sum on June 30, 2014 (the “**Maturity Date**”). The Successor Agency may prepay the Loan in whole or in part at any time without penalty or premium. Partial prepayments shall be applied first to accrued interest and then to principal.

The repayment of debt pursuant to the Loan shall occur in accordance with Section 34171(d)(1)(B) and take precedence over, and be paid before, other enforceable obligations.

**EXHIBIT B**

3. Use of Loan Proceeds. The Loan proceeds shall be used solely for the pay, costs and benefits of administrative, legal and audit services provided to the Successor Agency. The loan shall not be used to pay court ordered attorney fees or settlements to third party litigants.

4. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

5. Amendments. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the Parties.

6. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Agency shall be personally liable to City in the event of any default or breach by the Agency, or for any amount of money which may become due to City or its successor, or for any obligation of Agency under this Agreement.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

8. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

10. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as though fully set herein.

11. Remedies. If either Party breaches any of its obligations hereunder, the other Party shall have all remedies for such breach available at law or in equity, including without limitation, damages, and the right to compel the defaulting party to specifically perform its obligations under this Agreement.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

14. Entire Agreement. This Agreement, together with the Note contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

15. Notices. Notices delivered pursuant to this Agreement shall be delivered personally or by first class mail to the Parties at the addresses set forth below or such other address as a Party may designate in writing by notice delivered to the other Party.

Agency: Successor Agency of the City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
Attention: Executive Director



**EXHIBIT B**

City: City of Rancho Cordova  
 2729 Prospect Park Drive  
 Rancho Cordova, CA 95670  
 Attention: City Manager

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

**RANCHO CORDOVA SUCCESSOR AGENCY**

By: \_\_\_\_\_  
 Executive Director

Attest: \_\_\_\_\_  
 Agency Secretary

Approved as to form:

\_\_\_\_\_  
 Agency Counsel

**CITY OF RANCHO CORDOVA**

By: \_\_\_\_\_  
 City Manager

Attest: \_\_\_\_\_  
 City Clerk

Approved as to form:

\_\_\_\_\_  
 City Attorney

1951968.2

SUCCESSOR AGENCY TO THE FORMER

# Community Redevelopment Agency

OF THE CITY OF RANCHO CORDOVA

## MEMORANDUM

**DATE:** February 4, 2013

**TO:** Rancho Cordova Successor Agency Director and Members

**FROM:** Donna Silva, Finance Director  
Michelle Mingay, Sr. Finance Analyst

**SUBJECT:** A RESOLUTION OF THE RANCHO CORDOVA SUCCESSOR AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) AND ADMINISTRATIVE BUDGET FOR JULY THROUGH DECEMBER 2013

---

### **RECOMMENDATION**

Adopt Resolution No SA-2-2013 Approving a Recognized Obligation Payment Schedule (the "ROPS 13-14A") and Administrative Budget for July 1, 2013 through December 31, 2013.

### **RESULT OF RECOMMENDED ACTION**

Approval of this resolution will allow the Rancho Cordova Successor Agency to make payments on obligations listed on ROPS 13-14A and establishes the administrative budget for the six month period; to the extent funds are available.

### **ADVANCES GOALS:** 6

### **BACKGROUND**

Assembly Bill 1x 26 (Stats. 2011, chap.5) added a new Part 1.85 to Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et seq.*), which was subsequently modified by the California Supreme Court in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4<sup>th</sup> 231 and by Assembly Bill 1484 (Stats. 2012, chap. 26, effective June 27, 2012) (the "Dissolution Act"), and in accordance therewith, all redevelopment agencies in the State of California, including the Community Redevelopment Agency of the City of Rancho Cordova (the "Redevelopment Agency"), were dissolved effective February 1, 2012. Also on this date, all assets, properties, contracts, leases, books and records, building, and equipment of the former Redevelopment Agency were transferred to the Rancho Cordova Successor Agency (the "Successor Agency").

The Successor Agency is required by Section 34177(l) of the Dissolution Act to adopt a Recognized Obligation Payment Schedule ("ROPS") for each six-month fiscal period. The ROPS functions as the Successor Agency's claim for property tax revenue, and general authorization, to pay enforceable obligations. It lists the outstanding obligations of the former Redevelopment Agency, the obligation amount that will be due during the six-month reporting period along with the funding source for each obligation. The Successor Agency can only pay, and will only be allocated property tax revenue by the County Auditor-Controller (the "County AC") for payments of obligations listed on the ROPS; to the extent property tax revenue is available.

Assembly Bill 1484 made certain adjustments and additions to the Dissolution Act procedure for the adoption of a ROPS. New subdivision (m) for Section 34177 states that the Successor Agency must submit an Oversight Board approved ROPS to the Department of Finance (the "DOF") and the County AC no fewer than 90 days (March 1<sup>st</sup>) before the date of property tax distribution (June 1<sup>st</sup>). The DOF shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than 45 days after the ROPS is submitted.

ROPS 13-14A is attached to the resolution submitted for approval. The ROPS 13-14A has been prepared on the new template provided by DOF and includes a reconciliation of the estimated to actual activity for the second ROPS, which covers the period of July 1, 2012 through December 31, 2012.

ROPS 13-14A includes all of the items from previous ROPS with the following exceptions:

- Line Item 19 – This line item represents the Loan Agreement entered into between the City of Rancho Cordova (the "City") and the Successor Agency for administrative cost and professional services during the ROPS II period (July to Dec 2012). Fortunately the Successor Agency was not required to draw on this loan since actual obligations were less than anticipated and therefor were funded through reserve fund balances the former redevelopment agency had at dissolution. Since the Successor Agency is not permitted to remove any former obligations from future ROPS, this item is now be reported with a zero balance.
- Line Item 20 – Added the repayment of the Loan Agreement between the City of Rancho Cordova (the "City") and the Successor Agency. The loan was necessary to cover administrative cost and professional services during the ROPS III period (January to June 2013) to the extent these cost exceed reserve balances at dissolution or revenues during the current ROPS period. There is currently no property tax revenue being generated within the project area due to the continued declined in assessed values. This line item is necessary to ensure the City can be repaid for this loan once revenues become available.
- Line Item 21 – Added the repayment of the Loan Agreement between the City of Rancho Cordova (the "City") and the Successor Agency. The loan was necessary to cover administrative cost and professional services during the ROPS 13-14A period (July to December 2013) to the extent these cost exceed reserve balances at dissolution or revenues during the current ROPS period. There is currently no property tax revenue being generated within the project area due to the continued declined in assessed values. This line item is necessary to ensure the City can be repaid for this loan once revenues become available.

- Line Item 22 – Added the estimated costs for the appraisal services for the single piece of land the Successor Agency still owns. This cost has been added to ROPS 13-14A in the event the Successor Agency moves forward with the sale of this land during the ROPS period.
- Line Item 23 – Added the estimated cost for annual property tax payments for Successor Agency owned property.
- Line Item 24 – Added the estimated cost for the demolition of buildings owned by the Successor Agency. This property is in the process of being sold but the Successor Agency cannot pay obligations that are not on the ROPS so this cost has been added in the event the sale of the property does not occur because of the condition of the properties.

As Council is aware, portions of the original reimbursement agreement have been denied by the DOF on prior ROPS. In the new ROPS format provided to the Successor Agency by the DOF, these items have been highlighted red and locked from editing so no additional changes can be made to these line items. While the Successor Agency would have continued to report these obligations until the court ruled on the lawsuit filed in December regarding this matter, that reporting is not possible in the new ROPS format.

In accordance with requirement of the Dissolution Act, the Successor Agency will submit the adopted ROPS 13-14A to the Oversight Board for review and approval, at their February 11, 2013 board meeting. At the same time the ROPS 13-14A is submitted to the Oversight Board, a copy will also be provided to the county administrative officer, the County AC, and the DOF for review. Following the Oversight Board's approval of the ROPS 13-14A, the Successor Agency will submit a certified copy of the ROPS electronically to the DOF to complete the Dissolution Act reporting requirements and start the 45 day review period.

It is important for the reporting process to be completed by the March deadline to avoid significant penalties which have been added to §34177(m)(2) of the Dissolution Act. Those penalties include a civil penalty of \$10,000 per day for each day the ROPS is not submitted to the DOF and a 25% reduction to the maximum administrative cost allowance.

## **ATTACHMENT**

Resolution No. SA-2-2013 with attachments

## RESOLUTION NO. SA-2-2013

### A RESOLUTION OF THE RANCHO CORDOVA SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) AND ADMINISTRATIVE BUDGET FOR JULY THROUGH DECEMBER 2013

**WHEREAS**, pursuant to Assembly Bill 1X 26 (Stats. 2011, chap. 5), a new Part 1.85 was added to Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et. seq.*), which was subsequently modified by the California Supreme Court in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4<sup>th</sup> 231 and by Assembly Bill 1484 (Stats. 2012, chap. 26, effective June 27, 2012) (the "Dissolution Act"), and in accordance therewith, all redevelopment agencies in the State of California, including the Community Redevelopment Agency of the City of Rancho Cordova (the "Redevelopment Agency"), were dissolved effective February 1, 2012; and

**WHEREAS**, pursuant to the Dissolution Act, the City of Rancho Cordova became the successor agency (the "Successor Agency") to the former Redevelopment Agency and, by operation of law under Section 34175(b) of the Dissolution Act, all assets, properties, contracts, leases, books and records, building, and equipment of the former Redevelopment Agency (the "redevelopment assets") were transferred to the Successor Agency, on February 1, 2012; and

**WHEREAS**, Section 34177(l) of the Dissolution Act requires the Successor Agency to prepare a Recognized Obligation Payment Schedule ("ROPS") for each six month fiscal period, which lists the outstanding obligation of the former Redevelopment Agency and the source of funds for the payments; and

**WHEREAS**, the Successor Agency has prepared a ROPS for the July 1, 2013, through December 31, 2013, fiscal period ("ROPS 13-14A"), attached hereto as (**Exhibit A**).

**WHEREAS**, the Successor Agency has prepared the administrative budget (**Exhibit B**), which estimates the cost for the Successor Agency to comply with the requirements associated with winding down the affairs of the agency; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE BOARD MEMBERS OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA** that:

1. The Successor Agency hereby approves the ROPS 13-14A for the period July 1, 2013, through December 31, 2013, attached hereto as Exhibit A.
2. The Successor Agency hereby approves the Administrative Budget for the period July 1, 2013, through December 31, 2013, attached hereto as Exhibit B.
2. The Successor Agency Secretary is hereby directed to transmit the ROPS 13-14A to the Oversight Board for approval before transmitting the ROPS 13-14A to the Sacramento County Auditor-Controller, State Department of Finance, and the State Controller.

**PASSED AND ADOPTED** by the Board Members of the Rancho Cordova Successor Agency on the \_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Linda Budge, Agency Chair

**ATTEST:**

\_\_\_\_\_  
Mindy Cuppy, CMC, Agency Secretary

## SUCCESSOR AGENCY CONTACT INFORMATION

**Successor Agency**

ID: 249  
County: Sacramento  
Successor Agency: Rancho Cordova

**Primary Contact**

|                         |                               |
|-------------------------|-------------------------------|
| Honorific (Ms, Mr, Mrs) |                               |
| First Name              | Mindy                         |
| Last Name               | Cuppy                         |
| Title                   | City Clerk                    |
| Address                 | 2729 Prospect Park Drive      |
|                         |                               |
| City                    | Rancho Cordova                |
| State                   | CA                            |
| Zip                     | 95671                         |
| Phone Number            | 916-851-8721                  |
| Email Address           | mcuppy@cityofranhocordova.org |

**Secondary Contact**

|                         |                                |
|-------------------------|--------------------------------|
| Honorific (Ms, Mr, Mrs) |                                |
| First Name              | Michelle                       |
| Last Name               | Mingay                         |
| Title                   | Senior Finance Analyst         |
| Phone Number            | 916-851-8738                   |
| Email Address           | mmingay@cityofranhocordova.org |

## SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the July 1, 2013 to December 31, 2013 Period

Name of Successor Agency: RANCHO CORDOVA (SACRAMENTO)

| Outstanding Debt or Obligation       | Total        |
|--------------------------------------|--------------|
| Total Outstanding Debt or Obligation | \$13,546,316 |

| Current Period Outstanding Debt or Obligation                                                                                   | Six-Month Total |
|---------------------------------------------------------------------------------------------------------------------------------|-----------------|
| A Available Revenues Other Than Anticipated RPTTF Funding                                                                       | \$1,200,165     |
| B Enforceable Obligations Funded with RPTTF                                                                                     | \$1,099,259     |
| C Administrative Allowance Funded with RPTTF                                                                                    | \$125,000       |
| D Total RPTTF Funded (B + C = D)                                                                                                | \$1,224,259     |
| E Total Current Period Outstanding Debt or Obligation (A + B + C = E) <i>Should be same amount as ROPS form six-month total</i> | \$2,424,424     |
| F Enter Total Six-Month Anticipated RPTTF Funding                                                                               | \$0             |
| G Variance (F - D = G) <i>Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</i>                         | (\$1,224,259)   |

## Prior Period (July 1, 2012 through December 31, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))

|                                                                                                                                                             |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| H Enter Estimated Obligations Funded by RPTTF <i>(lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)</i> | \$0         |
| I Enter Actual Obligations Paid with RPTTF                                                                                                                  | \$0         |
| J Enter Actual Administrative Expenses Paid with RPTTF                                                                                                      | \$0         |
| K Adjustment to Redevelopment Obligation Retirement Fund (H - (I + J) = K)                                                                                  | \$0         |
| L Adjustment to RPTTF (D - K = L)                                                                                                                           | \$1,224,259 |

Certification of Oversight Board Chairman:

Pursuant to Section 34177(m) of the Health and Safety code,

I hereby certify that the above is a true and accurate Recognized

Obligation Payment Schedule for the above named agency.

Name

Title

/s/

Signature

Date



Oversight Board Approval Date:

RANCHO CORDOVA (SACRAMENTO)  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A)  
July 1, 2013 through December 31, 2013

| Item # | Project Name / Debt Obligation                                                 | Contract/Agreement<br>Execution Date | Contract/Agreement<br>Termination Date   | Payee                                                  | Description/Project Scope                                                                                                                                                                                                                                                           | Project Area                 | Funding Source                          |                                            |               |                 |                 |             |             |                 |
|--------|--------------------------------------------------------------------------------|--------------------------------------|------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------------------|--------------------------------------------|---------------|-----------------|-----------------|-------------|-------------|-----------------|
|        |                                                                                |                                      |                                          |                                                        |                                                                                                                                                                                                                                                                                     |                              | Total Outstanding<br>Debt or Obligation | Total Due During<br>Fiscal Year<br>2013-14 | Bond Proceeds | Reserve Balance | Admin Allowance | RPTTF       | Other       | Six-Month Total |
|        |                                                                                |                                      |                                          |                                                        |                                                                                                                                                                                                                                                                                     |                              |                                         |                                            |               |                 |                 |             |             |                 |
|        |                                                                                |                                      |                                          |                                                        |                                                                                                                                                                                                                                                                                     |                              | \$13,546,316                            | \$2,799,589                                | \$0           | \$0             | \$125,000       | \$1,099,259 | \$1,200,165 | \$2,424,424     |
| 1      | Reimbursement Agreement entered into within two years of Agency formation.     | 7/1/2005                             | Upon Payment in Full                     | City of Rancho Cordova                                 | Fiscal Year 2005-06 Loan for Agency overhead, administrative and planning expenses                                                                                                                                                                                                  | Rancho Cordova Redevelopment | 192,985                                 | 70,557                                     | 0             | 0               | 0               | 70,557      | 0           | 70,557          |
| 2      | Reimbursement Agreement entered into within two years of Agency formation.     | 7/1/2005                             | Upon Payment in Full                     | City of Rancho Cordova                                 | Fiscal Year 2006-07 Loan for Agency overhead, administrative and planning expenses                                                                                                                                                                                                  | Rancho Cordova Redevelopment | 1,582,965                               | 578,747                                    | 0             | 0               | 0               | 578,747     | 0           | 578,747         |
| 3      | Reimbursement Agreement entered into within two years of Agency formation.     | 7/1/2005                             |                                          | City of Rancho Cordova                                 | Fiscal Year 2007-08 Loan for Agency overhead, administrative and planning expenses                                                                                                                                                                                                  | Rancho Cordova Redevelopment | 0                                       | 0                                          | 0             | 0               | 0               | 0           | 0           | 0               |
| 4      | Reimbursement Agreement entered into within two years of Agency formation.     | 7/1/2005                             |                                          | City of Rancho Cordova                                 | Fiscal Year 2010-11 Loan for Agency overhead, administrative and planning expenses                                                                                                                                                                                                  | Rancho Cordova Redevelopment | 0                                       | 0                                          | 0             | 0               | 0               | 0           | 0           | 0               |
| 5      | Reimbursement Agreement entered into within two years of Agency formation.     | 7/1/2005                             |                                          | City of Rancho Cordova                                 | Fiscal Year 2010-11 Loan for Agency project expense - Purchase of property for Mills Station Crossing Project                                                                                                                                                                       | Rancho Cordova Redevelopment | 0                                       | 0                                          | 0             | 0               | 0               | 0           | 0           | 0               |
| 6      | Reimbursement Agreement entered into within two years of Agency formation.     | 7/1/2005                             |                                          | City of Rancho Cordova                                 | Fiscal Year 2011-12 Loan for Agency overhead, administrative and planning expenses                                                                                                                                                                                                  | Rancho Cordova Redevelopment | 0                                       | 0                                          | 0             | 0               | 0               | 0           | 0           | 0               |
| 7      | Reimbursement Agreement entered into within two years of Agency formation.     | 7/1/2005                             |                                          | City of Rancho Cordova                                 | Fiscal Year 2011-12 Loan for Agency project expense - Purchase of property for Mills Station Crossing Project                                                                                                                                                                       | Rancho Cordova Redevelopment | 0                                       | 0                                          | 0             | 0               | 0               | 0           | 0           | 0               |
| 8      | Mills Station Crossing Project                                                 | 2/24/2003                            | Upon Final Judgment                      | Meyers Nave                                            | Project legal expenses for existing litigation against the former Rancho Cordova Redevelopment Agency (est.)                                                                                                                                                                        | Rancho Cordova Redevelopment | 9,500                                   | 9,500                                      | 0             | 0               | 0               | 0           | 7,000       | 7,000           |
| 9      | Mills Station Crossing Project                                                 | Future Court Action                  | Upon Final Judgment                      | Lily Property                                          | Estimated defendant legal fees as a result of an eminent domain case started in 2009 (est.). This item can only be paid if RPTTF is available or if proceeds from asset sales becomes available. - This item will only be needed if payment has not been made by December 31, 2012. | Rancho Cordova Redevelopment | 1,252,369                               | 984,665                                    | 0             | 0               | 0               | 0           | 984,665     | 984,665         |
| 10     | Mills Station Crossing Project                                                 | Statutory requirement                | Upon Relocation                          | Check Cashing Business                                 | Redevelopment Statutory obligation to relocate tenant when acquiring property with tenant in place (est.) - This item will only be needed if payment has not been made by December 31, 2012.                                                                                        | Rancho Cordova Redevelopment | 100,000                                 | 100,000                                    | 0             | 0               | 0               | 0           | 100,000     | 100,000         |
| 11     | Audit Services                                                                 | Statutory requirement                | Upon Completion of Service               | Maze & Associates                                      | Audit services required by law to be performed for the Successor Agency                                                                                                                                                                                                             | Rancho Cordova Redevelopment | 15,000                                  | 15,000                                     | 0             | 0               | 0               | 0           | 10,000      | 10,000          |
| 12     | Mills Station Crossing/Property Maintenance                                    | AB 1484 §34171(d)(1)(F)              | Upon Sale of Asset                       | Sacramento County Utilities                            | Monthly utility charges for properties currently owned by the former RDA (est.)                                                                                                                                                                                                     | Rancho Cordova Redevelopment | 105,000                                 | 21,000                                     | 0             | 0               | 0               | 0           | 10,500      | 10,500          |
| 13     | Mills Station Crossing/Property Maintenance                                    | AB 1484 §34171(d)(1)(F)              | Upon Sale of Asset                       | L&M Fencing                                            | Charges for temporary fencing required due to current condition of the property (est.)                                                                                                                                                                                              | Rancho Cordova Redevelopment | 90,000                                  | 18,000                                     | 0             | 0               | 0               | 0           | 9,000       | 9,000           |
| 14     | Mills Station Crossing/Property Maintenance                                    | AB 1484 §34171(d)(1)(F)              | Upon Sale of Asset                       | Terra Care Associates                                  | Monthly property/landscape maintenance charges for properties currently owned by the former RDA (est.)                                                                                                                                                                              | Rancho Cordova Redevelopment | 45,000                                  | 9,000                                      | 0             | 0               | 0               | 0           | 4,500       | 4,500           |
| 15     | Statutory Payment                                                              | Replacement/Inclusionary Housing     | Upon Satisfying Obligation               | City of Rancho Cordova as the Successor Housing Agency | Low/Moderate Housing Replacement Obligation (est.)                                                                                                                                                                                                                                  | Rancho Cordova Redevelopment | 3,520,000                               | -                                          | 0             | 0               | 0               | 0           | 0           | 0               |
| 16     | Administrative Allowance                                                       | AB 1484 §34171(b)                    | Upon Dissolution                         | City of Rancho Cordova                                 | Staff Cost to wind down former redevelopment agency activities (est.)                                                                                                                                                                                                               | Rancho Cordova Redevelopment | 5,250,000                               | 250,000                                    | 0             | 0               | 125,000         | 0           | 0           | 125,000         |
| 17     | Crossings at New Rancho                                                        | 12/2/2010                            | 12/2/2025                                | Urban Housing Communities                              | Project based rental assistance (est.)                                                                                                                                                                                                                                              | Rancho Cordova Redevelopment | 610,377                                 | -                                          | 0             | 0               | 0               | 0           | 0           | 0               |
| 18     | Litigation expense related to assets or obligations, settlements and judgments | 2/24/2003                            | Upon Final Judgment                      | Meyers Nave                                            | Legal expenses for the Rancho Cordova Successor Agency to defend assets or obligations (est.)                                                                                                                                                                                       | Rancho Cordova Redevelopment | 70,000                                  | 40,000                                     | 0             | 0               | 0               | 0           | 40,000      | 40,000          |
| 19     | Loan Agreement                                                                 | 8/20/2012                            | 6/30/2013                                | City of Rancho Cordova                                 | Short term loan required to meet Rancho Cordova SA's enforceable obligations in the ROPS II reporting period due to the lack of tax increment/property tax revenue as a result of the current assessed valuation for the project area.                                              | Rancho Cordova Redevelopment | -                                       | -                                          | 0             | 0               | 0               | 0           | 0           | 0               |
| 20     | Loan Agreement                                                                 | 2/4/2013                             | December 31, 2013 or upon full repayment | City of Rancho Cordova                                 | Short term loan required to meet the Successor Agency's enforceable obligations in the ROPS III reporting period due to the lack of tax increment/property tax revenue as a result of the current assessed valuation for the project area.                                          | Rancho Cordova Redevelopment | 449,955                                 | 449,955                                    | 0             | 0               | 0               | 449,955     | 0           | 449,955         |
| 21     | Loan Agreement                                                                 | 2/4/2013                             | June 30, 2014 or upon full repayment     | City of Rancho Cordova                                 | Short term loan required to meet the Successor Agency's enforceable obligations in the ROPS 13-14A reporting period due to the lack of tax increment/property tax revenue as a result of the current assessed valuation for the project area.                                       | Rancho Cordova Redevelopment | 218,665                                 | 218,665                                    | 0             | 0               | 0               | 0           | 0           | 0               |
| 22     | Appraisal Services                                                             |                                      | Upon Completion of Service               | Integra Realty Resources or comparable business        | Appraisal services for Successor Agency Land                                                                                                                                                                                                                                        | Rancho Cordova Redevelopment | 3,500                                   | 3,500                                      | 0             | 0               | 0               | 0           | 3,500       | 3,500           |
| 23     | Property Taxes                                                                 | AB 1484 §34171(d)(1)(F)              | Annually in December until 2014          | Sacramento County                                      | Property Taxes due for Successor Agency Property                                                                                                                                                                                                                                    | Rancho Cordova Redevelopment | 1,000                                   | 1,000                                      | 0             | 0               | 0               | 0           | 1,000       | 1,000           |
| 24     | Mills Station Crossing/Property Maintenance                                    | AB 1484 §34171(d)(1)(F)              | N/A                                      | Lowest Qualified Bidder                                | Demolition Cost associated with Successor Agency owned property for the health and safety of the public.                                                                                                                                                                            | Rancho Cordova Redevelopment | 30,000                                  | 30,000                                     | 0             | 0               | 0               | 0           | 30,000      | 30,000          |

Items highlighted in red are those items that have been denied by the Department of Finance.

ROPS form provided by the Department of Finance.

RANCHO CORDOVA (SACRAMENTO)  
Pursuant to Health and Safety Code section 34186 (a)  
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS II)  
July 1, 2012 through December 31, 2012

| Item #                                            | Project Name / Debt Obligation | Payee                                                  | Description/Project Scope                                                                                                                                                                                                       | Project Area                 | LMIHF    |        | Bond Proceeds |        | Reserve Balance |          | Admin Allowance |           | RPTTF     |        | Other    |          |
|---------------------------------------------------|--------------------------------|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----------|--------|---------------|--------|-----------------|----------|-----------------|-----------|-----------|--------|----------|----------|
|                                                   |                                |                                                        |                                                                                                                                                                                                                                 |                              | Estimate | Actual | Estimate      | Actual | Estimate        | Actual   | Estimate        | Actual    | Estimate  | Actual | Estimate | Actual   |
|                                                   |                                |                                                        |                                                                                                                                                                                                                                 |                              | \$0      | \$0    | \$0           | \$0    | \$0             | \$48,390 | \$125,000       | \$108,624 | \$196,375 | \$0    | \$75,000 | \$83,500 |
| Page 1/<br>Form A/<br>Item 1                      | Reimbursement Agreement        | City of Rancho Cordova                                 | Fiscal Year 2005-06 Loan for Agency overhead, administrative and planning expenses                                                                                                                                              | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           | 0         | 0      |          |          |
| Page 1/<br>Form A/<br>Item 2                      | Reimbursement Agreement        | City of Rancho Cordova                                 | Fiscal Year 2006-07 Loan for Agency overhead, administrative and planning expenses                                                                                                                                              | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           | 0         | 0      |          |          |
| Page 1/<br>Form A/<br>Item 3                      | Reimbursement Agreement        | City of Rancho Cordova                                 | Fiscal Year 2007-08 Loan for Agency overhead, administrative and planning expenses                                                                                                                                              | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           | 0         | 0      |          |          |
| Page 1/<br>Form A/<br>Item 4                      | Reimbursement Agreement        | City of Rancho Cordova                                 | Fiscal Year 2010-11 Loan for Agency overhead, administrative and planning expenses                                                                                                                                              | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           | 0         | 0      |          |          |
| Page 1/<br>Form A/<br>Item 5                      | Reimbursement Agreement        | City of Rancho Cordova                                 | Fiscal Year 2010-11 Loan for Agency project expense - Purchase of property for Mills Station Crossing Project                                                                                                                   | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           | 0         | 0      |          |          |
| Page 1/<br>Form A/<br>Item 6                      | Reimbursement Agreement        | City of Rancho Cordova                                 | Fiscal Year 2011-12 Loan for Agency overhead, administrative and planning expenses                                                                                                                                              | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           | 0         | 0      |          |          |
| Page 1/<br>Form A/<br>Item 7                      | Reimbursement Agreement        | City of Rancho Cordova                                 | Fiscal Year 2011-12 Loan for Agency project expense - Purchase of property for Mills Station Crossing Project                                                                                                                   | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           | 0         | 0      |          |          |
| Page 1/<br>Form A/<br>Item 8                      | Mills Station Crossing Project | Meyers Nave                                            | Project legal expenses for existing litigation against the former Rancho Cordova Redevelopment Agency                                                                                                                           | Rancho Cordova Redevelopment |          |        |               |        |                 | 16,650   |                 |           | 90,000    | 0      |          |          |
| Page 1/<br>Form A/<br>Item 9                      | Mills Station Crossing Project | Lily Property                                          | Estimated defendant legal fees as a result of an eminent domain case started in 2009 (est.)                                                                                                                                     | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           | 0         | 0      |          |          |
| Page 1/<br>Form A/<br>Item 10                     | Mills Station Crossing Project | Check Cashing Business                                 | Redevelopment Statutory obligation to relocate tenant when acquiring property with tenant in place                                                                                                                              | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           | 100,000   | 0      |          |          |
| Page 1/<br>Form A/<br>Item 11                     | Audit Services                 | Maze & Associates                                      | Audit services required by law to be performed in FY 2011/12 and 2012/13 for the 2011/12 Fiscal year                                                                                                                            | Rancho Cordova Redevelopment |          |        |               |        |                 | 3,280    |                 |           | 6,375     |        |          |          |
| ROPS I/<br>Prior<br>Period<br>Payment/<br>Line 24 | Settlement Agreement           | Lily Property                                          | Successor Agency and Oversight Board approved settlement agreement (cost allowable under AB 1484 §34171(d)(1)(F)). This item became an obligation of the SA during the ROPS I period but will not be paid until ROPS II period. | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           |           |        | 60,000   | 60,000   |
| Page 1/<br>Form B/<br>Item 1                      | Mills Station Crossing         | Sacramento County Utilities                            | Monthly utility charges for properties currently owned by the former RDA                                                                                                                                                        | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           |           |        | 10,500   | 860      |
| ROPS I/<br>Prior<br>Period<br>Payment/<br>Line 26 | Mills Station Crossing         | L&M Fence Rental                                       | Temporary Fence Rental Cost - Maintenance Cost Allowable under AB 1484 §34171(d)(1)(F)                                                                                                                                          | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           |           |        | 0        | 360      |
| Page 1/<br>Form B/<br>Item 2                      | Mills Station Crossing         | Terra Care Associates                                  | Monthly property/landscape maintenance charges for properties currently owned by the former RDA                                                                                                                                 | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           |           |        | 4,500    | 3,900    |
| Page 1/<br>Form B/<br>Item 3                      | Statutory Payment              | City of Rancho Cordova as the Successor Housing Agency | Low/Moderate Housing Replacement Obligation                                                                                                                                                                                     | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           |           |        |          |          |
| Page 1/<br>Form C/<br>Item 1                      | Administrative Allowance       | City of Rancho Cordova                                 | Staff Cost to wind down former redevelopment agency activities                                                                                                                                                                  | Rancho Cordova Redevelopment |          |        |               |        |                 |          | 100,000         | 65,043    |           |        |          |          |
| Page 1/<br>Form C/<br>Item 2                      | Administrative Allowance       | Meyers Nave                                            | General legal services to the successor agency                                                                                                                                                                                  | Rancho Cordova Redevelopment |          |        |               |        |                 |          | 25,000          | 43,582    |           |        |          |          |
| Page 1/<br>Form C/<br>Item 3                      | Administrative Allowance       | Seifel Consulting Inc.                                 | On Call contract for Redevelopment Advisory Services.                                                                                                                                                                           | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           |           |        |          |          |
|                                                   | Audit Services                 | Vavrinek, Trine, Day & Co., LLP                        | Audit Services required to complete the two due diligence reviews required by AB 1484                                                                                                                                           | Rancho Cordova Redevelopment |          |        |               |        | 0               | 24,218   |                 |           |           |        |          |          |
|                                                   | Appraisal Services             | Integra Realty Resources                               | Appraisal services for Successor Agency Land                                                                                                                                                                                    | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           |           |        | 0        | 6,500    |
|                                                   | Mills Station Crossing         | Fountain Crest Apartments                              | Required Maintenance for Successor Agency Property - Maintenance Cost Allowable under AB 1484 §34171(d)(1)(F)                                                                                                                   | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           |           |        | 0        | 1,277    |
|                                                   | Mills Station Crossing         | Gray Construction                                      | Required Maintenance for Successor Agency Property - Maintenance Cost Allowable under AB 1484 §34171(d)(1)(F)                                                                                                                   | Rancho Cordova Redevelopment |          |        |               |        |                 |          |                 |           |           |        | 0        | 225      |
|                                                   | Property Taxes                 | Sacramento County                                      | Property Taxes due for Successor Agency Property                                                                                                                                                                                | Rancho Cordova Redevelopment |          |        |               |        | 0               | 619      |                 |           |           |        |          |          |
|                                                   | Legal Services                 | Meyers Nave                                            | Legal expenses for the Successor Agency to defend assets or obligations                                                                                                                                                         | Rancho Cordova Redevelopment |          |        |               |        | 0               | 3,623    |                 |           |           |        | 0        | 10,377   |

RANCHO CORDOVA (SACRAMENTO)  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)  
July 1, 2013 through December 31, 2013

| Item # | Project Name / Debt Obligation                                             | Notes/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Reimbursement Agreement entered into within two years of Agency formation. | The Rancho Cordova Successor Agency continues to have assessed values below the frozen base resulting in no property tax revenue being available to pay enforceable obligations. This obligation can only be paid once property tax revenue is received or Successor Agency Assets are sold.                                                                                                                                                                                                                                                                                                             |
| 2      | Reimbursement Agreement entered into within two years of Agency formation. | The Rancho Cordova Successor Agency continues to have assessed values below the frozen base resulting in no property tax revenue being available to pay enforceable obligations. This obligation can only be paid once property tax revenue is received or Successor Agency Assets are sold.                                                                                                                                                                                                                                                                                                             |
| 3      | Reimbursement Agreement entered into within two years of Agency formation. | The Rancho Cordova Successor Agency disagrees with the Department of Finances determination regarding the Successor Agency's loan from the City of Rancho Cordova. The Successor Agency was unsuccessful during the meet and confer process and has filed suit in the Sacramento Superior Court regarding this issue. If unsuccessful through the court action, the Successor Agency will ask the Oversight Board to consider approving the loan as an enforceable obligation in accordance with Section 34191.4(b)(1) of AB 1484. The total obligaiton applicable during this ROPS period is \$56,014.  |
| 4      | Reimbursement Agreement entered into within two years of Agency formation. | The Rancho Cordova Successor Agency disagrees with the Department of Finances determination regarding the Successor Agency's loan from the City of Rancho Cordova. The Successor Agency was unsuccessful during the meet and confer process and has filed suit in the Sacramento Superior Court regarding this issue. If unsuccessful through the court action, the Successor Agency will ask the Oversight Board to consider approving the loan as an enforceable obligation in accordance with Section 34191.4(b)(1) of AB 1484. The total obligaiton applicable during this ROPS period is \$99,089.  |
| 5      | Reimbursement Agreement entered into within two years of Agency formation. | The Rancho Cordova Successor Agency disagrees with the Department of Finances determination regarding the Successor Agency's loan from the City of Rancho Cordova. The Successor Agency was unsuccessful during the meet and confer process and has filed suit in the Sacramento Superior Court regarding this issue. If unsuccessful through the court action, the Successor Agency will ask the Oversight Board to consider approving the loan as an enforceable obligation in accordance with Section 34191.4(b)(1) of AB 1484. The total obligaiton applicable during this ROPS period is \$158,100. |
| 6      | Reimbursement Agreement entered into within two years of Agency formation. | The Rancho Cordova Successor Agency disagrees with the Department of Finances determination regarding the Successor Agency's loan from the City of Rancho Cordova. The Successor Agency was unsuccessful during the meet and confer process and has filed suit in the Sacramento Superior Court regarding this issue. If unsuccessful through the court action, the Successor Agency will ask the Oversight Board to consider approving the loan as an enforceable obligation in accordance with Section 34191.4(b)(1) of AB 1484. The total obligaiton applicable during this ROPS period is \$71,885.  |
| 7      | Reimbursement Agreement entered into within two years of Agency formation. | The Rancho Cordova Successor Agency disagrees with the Department of Finances determination regarding the Successor Agency's loan from the City of Rancho Cordova. The Successor Agency was unsuccessful during the meet and confer process and has filed suit in the Sacramento Superior Court regarding this issue. If unsuccessful through the court action, the Successor Agency will ask the Oversight Board to consider approving the loan as an enforceable obligation in accordance with Section 34191.4(b)(1) of AB 1484. The total obligaiton applicable during this ROPS period is \$152,540. |
| 8      | Mills Station Crossing Project                                             | This is the estimated cost associated with the continued monitoring of the court award to the Lily Company (see item 9). The City of Rancho Cordova will loan funds to the Successor Agency for this enforceable obligation in the event funds are not available from reserve balances or property tax revenues.                                                                                                                                                                                                                                                                                         |
| 9      | Mills Station Crossing Project                                             | On August 20, 2012, after considering the Agency's request for a reduction of the amount requested, the Court awarded Lily \$900,994.67 in litigation expenses. Under the Court's Order, which was entered on November 6, 2012, Lily will also be entitled to interest on this award until it is paid in full. The Successor Agency will not be able to make this court ordered payment until it starts receiving property tax revenue or sells Successor Agency Assets.                                                                                                                                 |
| 10     | Mills Station Crossing Project                                             | The Successor Agency will be required to relocate the business that is currently operating in a building owned by the Successor Agency when the asset is sold. The proceeds from the sale of the asset will be used to pay this obligation.                                                                                                                                                                                                                                                                                                                                                              |
| 11     | Audit Services                                                             | Estimated cost associated with the audit services required by law to be performed for the Successor Agency. The City of Rancho Cordova will loan funds to the Successor Agency for this enforceable obligation in the event funds are not available from reserve balances or property tax revenues.                                                                                                                                                                                                                                                                                                      |
| 12     | Mills Station Crossing/Property Maintenance                                | Estimated utility charges associated with the properties currently owned by the Successor Agency. These cost are currently being paid for with rent revenues from the business operating in a building owned by the Successor Agency.                                                                                                                                                                                                                                                                                                                                                                    |
| 13     | Mills Station Crossing/Property Maintenance                                | Estimated maintenance expenses associated with the properties currently owned by the Successor Agency. These cost are currently being paid for with rent revenues from the business operating in a building owned by the Successor Agency.                                                                                                                                                                                                                                                                                                                                                               |
| 14     | Mills Station Crossing/Property Maintenance                                | Estimated maintenance expenses associated with the properties currently owned by the Successor Agency. These cost are currently being paid for with rent revenues from the business operating in a building owned by the Successor Agency.                                                                                                                                                                                                                                                                                                                                                               |
| 15     | Statutory Payment                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 16     | Administrative Allowance                                                   | The City of Rancho Cordova will loan funds to the Successor Agency for this enforceable obligation in the event funds are not available from reserve balances or property tax revenues.                                                                                                                                                                                                                                                                                                                                                                                                                  |

AGENDA ITEM 13.5

RANCHO CORDOVA (SACRAMENTO)  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14A) -- Notes (Optional)  
July 1, 2013 through December 31, 2013

| Item # | Project Name / Debt Obligation                                                 | Notes/Comments                                                                                                                                                                                                                                                                                        |
|--------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17     | Crossings at New Rancho                                                        |                                                                                                                                                                                                                                                                                                       |
| 18     | Litigation expense related to assets or obligations, settlements and judgments | The City of Rancho Cordova will loan funds to the Successor Agency for this enforceable obligation in the event funds are not available from reserve balances or property tax revenues.                                                                                                               |
| 19     | Loan Agreement                                                                 | Short term loan not needed due the Successor Agency using reseve fund balance to make the payment of ROPS II obligations.                                                                                                                                                                             |
| 20     | Loan Agreement                                                                 | This is a short term loan from the City to cover operating cost of the Successor Agency for ROPS III payments in excess of reserve balances or property tax revenues.                                                                                                                                 |
| 21     | Loan Agreement                                                                 | This is a short term loan from the City to cover operating cost of the Successor Agency for ROPS 13-14A payments in excess of reserve balances or property tax revenues.                                                                                                                              |
| 22     | Appraisal Services                                                             | The City of Rancho Cordova will loan funds to the Successor Agency for this enforceable obligation in the event funds are not available from reserve balances or property tax revenues.                                                                                                               |
| 23     | Property Taxes                                                                 | This is the estimated cost associated with annual property tax payments due for Successor Agency owned land. The City of Rancho Cordova will loan funds to the Successor Agency for this enforceable obligation in the event funds are not available from reserve balances or property tax revenues.  |
|        |                                                                                |                                                                                                                                                                                                                                                                                                       |
|        | Prior Period Payments Notes:                                                   |                                                                                                                                                                                                                                                                                                       |
|        | Audit Services                                                                 | The Successor Agency had not anticipated the cost associated with the two due diligence reviews that were required by AB 1484 Section 34179.5 when preparing the ROPS II. This expense was necessary in accordance with AB 1484 and was paid from reserve fund balance.                               |
|        | Appraisal Services                                                             | The Successor Agency was required to perform an appraisal on two governmental properties during the ROPS II period which had not been anticipated when the ROPS was originally prepared. This expense was necessary to maximize value, as required by Section 34177(e) and was paid with rent income. |
|        | Maintenance Expenses                                                           | Unanticipated property maintenance expense associated with Successor Agency property. This expense was necessary in accordance with Section 34171(d)(1)(F) and was paid with rent income.                                                                                                             |
|        | Property Taxes                                                                 | The Successor Agency inadvertently left the payment of property taxes for Successor Agency property off of the ROPS II. This expense was required by Section 34171(d)(1)(F) and was paid from reserve fund balance                                                                                    |
|        | Legal Services                                                                 | The Successor Agency was not aware of this expense when the ROPS II was prepared but the expense is allowable in accordance with Section 34171(d)(1)(F) and was paid from reserve fund balance and rent income.                                                                                       |

**Successor Agency to the former Rancho Cordova Redevelopment Agency  
Proposed Administrative Budget  
For the period between:**

|                                                | July 1, 2013 and<br>December 31, 2013 |
|------------------------------------------------|---------------------------------------|
| <b><i>Successor Agency Staffing</i></b>        |                                       |
| Salaries                                       | 64,468                                |
| Benefits                                       | 25,532                                |
| Total Salaries and Benefits                    | \$ 90,000                             |
| <b><i>Prof. &amp; Contractual Services</i></b> |                                       |
| General Counsel                                | 30,000                                |
| Consultants - Other                            | 5,000                                 |
| Total Prof. & Contractual Services             | \$ 35,000                             |
| <b>TOTAL ADMINISTRATIVE COST</b>               | <b>\$ 125,000</b>                     |

## MEMORANDUM



**DATE:** February 4, 2013

**TO:** Honorable Mayor and Council Members

**FROM:** Donna Silva, Finance Director  
Adam Lindgren, City Attorney

**SUBJECT: ORDINANCE AMENDING SECTION 4.22.115(A) OF THE MUNICIPAL CODE TO INCREASE THE NUMBER OF CARD TABLES THAT A LICENSED CARDROOM MAY OPERATE OR MAINTAIN WITHIN THE CITY FROM TEN TO ELEVEN**

### **RECOMMENDATION**

Introduce and waive the first reading of Ordinance 4-2013.

### **RESULT OF RECOMMENDED ACTION**

Adoption of this Ordinance will amend Section 4.22.115(A) of the Rancho Cordova Municipal Code. The Ordinance will increase the number of card tables that a licensed cardroom may operate or maintain within the City from ten (10) card tables to a maximum of eleven (11) card tables.

### **BACKGROUND**

Section 4.22.115(A) of the Rancho Cordova Municipal Code ("RCMC") provides that licensed cardrooms within the City may operate a maximum of ten (10) card tables at any one time. This section also provides that card tables used for tournaments or free special events shall count toward the maximum table limit, and that no more than twelve (12) players may play at any one table at any time.

If adopted, this Ordinance would increase the number of card tables that a licensed cardroom may operate or maintain within the City from ten (10) card tables to a maximum of eleven (11) card tables. However, a casino must receive approval from the State prior to adding a table. The City would benefit from this action in the form of increased revenues.

The California Business and Professions Code authorizes the City to amend its cardroom ordinance to increase the number of card tables that a licensed cardroom may maintain and operate to a maximum of eleven (11). Specifically, Section 19961.06 of the California Business and Professions Code provides that the City may amend its cardroom ordinance to increase by two the number of gambling tables that may be operated in a gambling establishment in the City compared to the ordinance that was in effect on January 1, 2010. On January 1, 2010, the City's cardroom ordinance allowed the operation of nine (9) tables at a gaming establishment.

The attorneys representing the two cardrooms in the City have concurred with the City's analysis that a maximum of eleven (11) card tables is currently allowed under State law.

Should the Council decide to move forward with the first reading of Ordinance No. 4-2013 tonight, then prior to adopting the Ordinance, the Gambling Control Act requires that the City submit the Ordinance to the Department of Justice Bureau of Gambling Control for review and comment. The City has already informally consulted with the Bureau regarding this proposal. If introduced, the City will submit this Ordinance to the Department of Justice Bureau of Gambling Control for formal review and comment after first reading, and staff will notify the Council of any revisions to the Ordinance that the Bureau of Gambling Control recommends.

#### **REQUESTED MOTION**

"I move that the City Council introduce and waive the first reading of Ordinance 4-2013."

#### **ATTACHMENT**

Ordinance No. 4-2013.

**CITY OF RANCHO CORDOVA**

**ORDINANCE NO. 4-2013**

**AN ORDINANCE OF THE CITY COUNCIL AMENDING MUNICIPAL CODE SECTION 4.22.115(A) OF CHAPTER 4.22 ENTITLED, "CARDROOMS," TO INCREASE THE NUMBER OF CARD TABLES THAT A LICENSED CARDROOM MAY OPERATE OR MAINTAIN WITHIN THE CITY FROM TEN TO ELEVEN**

**RECITALS**

**WHEREAS**, adoption of this Ordinance would amend Section 4.22.115(A) of the Rancho Cordova Municipal Code to increase the number of card tables that a licensed cardroom may operate and maintain within the City from ten (10) to a maximum of eleven (11), as authorized by Section 19961.06 of the California Business and Professions Code; and

**WHEREAS**, increasing the number of card tables allowed at licensed cardrooms within the City to eleven (11) would benefit the City by increasing revenue to the City.

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

**Section 1. Amendment of Code.** Section 4.22.115(A) of the Rancho Cordova Municipal Code entitled, "Equipment – Separation," is hereby amended to read as follows:

A. No cardroom shall maintain or operate more than 11 card tables at any one time. Tables used during tournaments or free special events shall count toward this maximum table limit. Chairs shall be provided for all card players. No more than 12 players shall be permitted to play at any time at any one table. Authorized games shall not utilize dominoes, tiles, dice, spinning wheels, electronic player-controlled machines or any other device other than the standard decks of playing cards traditionally used for playing such games, poker chips, and the optional dealer shoes, except, to the extent such equipment is allowed by applicable State law and/or State regulations, such equipment shall also be allowed in the City.

**Section 2. Severability**

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

**Section 3. Effective Date**

Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in the Grapevine Independent or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in



accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the \_\_\_\_\_ day of \_\_\_\_\_ 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

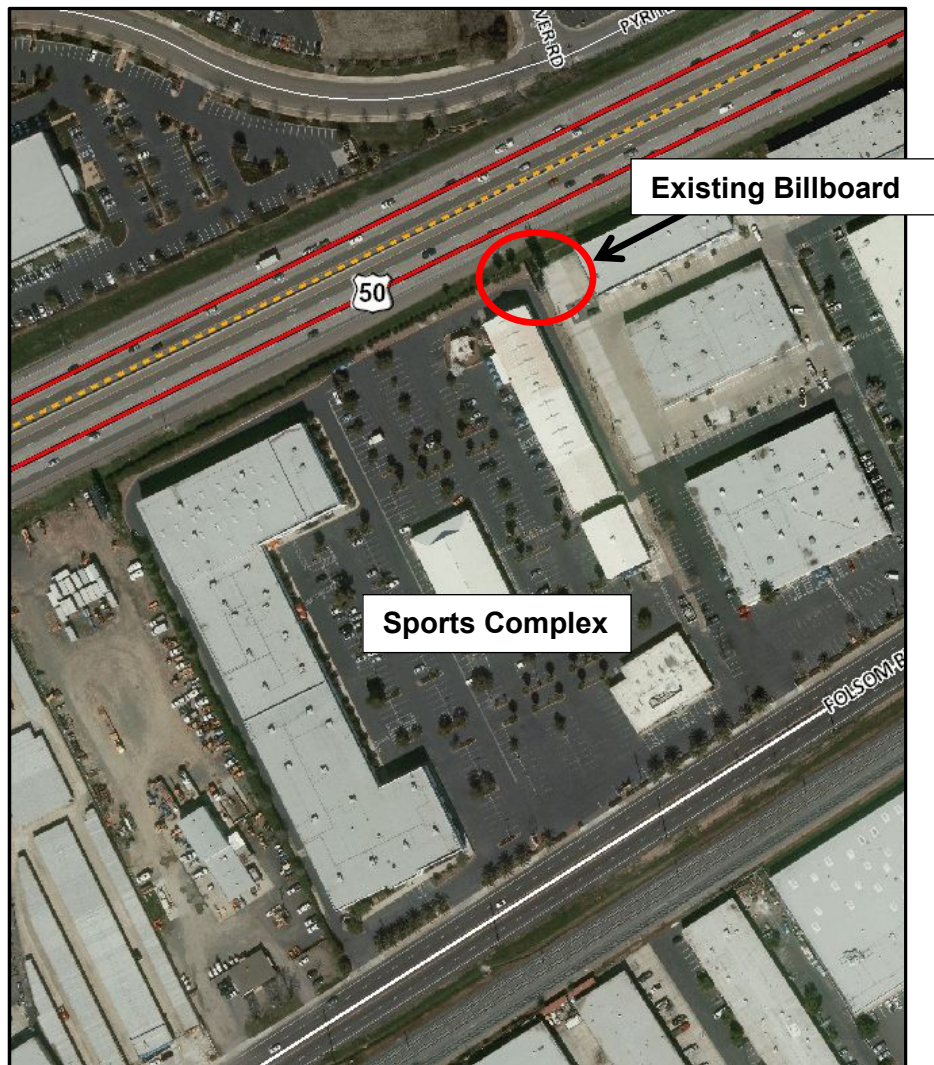
\_\_\_\_\_  
Mindy Cuppy, CMC, City Clerk

1878994.3



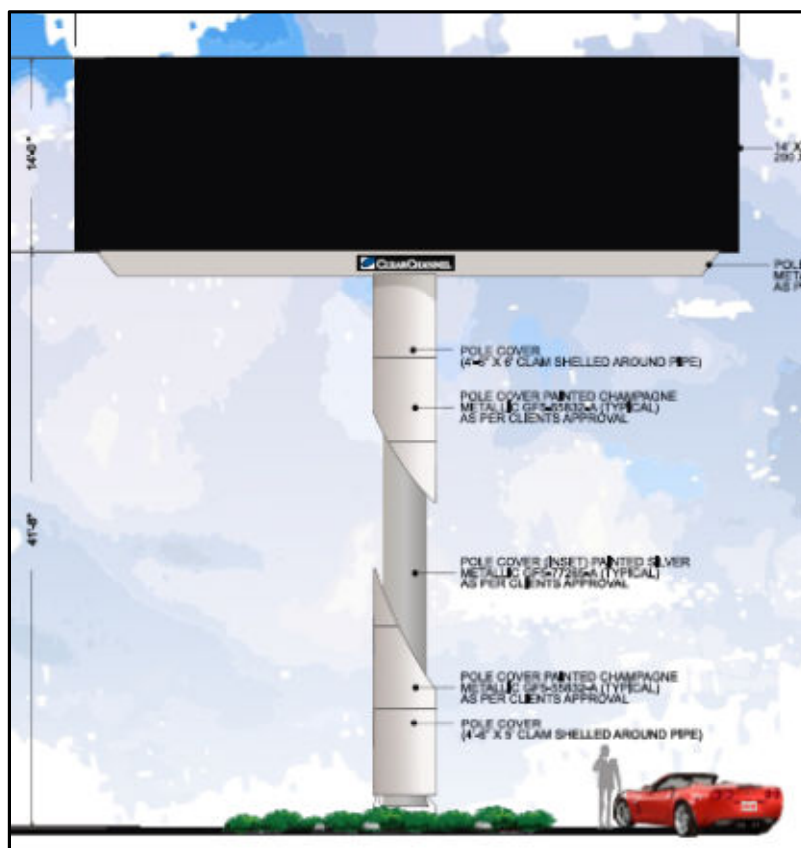
## **BACKGROUND**

The Sports Complex site is located on the south side of Highway 50 at 11335 Folsom Boulevard, approximately one half mile east of the Sunrise/Highway 50 interchange. The site, known as the Sports Complex, is fully developed with several industrial buildings used mainly for indoor recreation such as rock climbing, gymnastics, and soccer, a shared parking lot, and landscaping. As proposed, the project will refurbish the existing traditional Billboard, located at the northeastern most corner of the parcel. The existing Billboard is 60 feet in height and has two sign faces that are 864 square feet each.



## PROJECT ANALYSIS

The proposed Conditional Use Permit and Operating Agreement will allow installation of a digital freeway sign at the existing Billboard at the Sports Complex. The conversion will rely upon the existing billboard sign structure, covering the existing pole in decorative cladding, and changing out the existing sign faces to smaller, 672 square foot digital display areas. The sign will not move in an east/west direction nor will it get any closer to Highway 50. A rendering of the sign is below. Additional, more detailed exhibits are provided in **Attachment 1**.



The proposed Digital Freeway Sign is subject to the development standards in Section 23.743.150 of the Zoning Code. The Code includes limitations on the height, size, and sign structure and pole cladding design. As proposed, the Digital Freeway Sign complies with all of these standards. Additionally, message display, timing, and lighting standards are documented within the project conditions of approval and Operating Agreement terms. Installation of the sign will not result in the removal of any existing landscaping or vegetation nor will the site aesthetics be drastically altered since the sign will be slightly smaller and in the same location as the existing Billboard.

In addition to the above described development standards, the Applicant is required to assure the permanent removal of at least one legally existing Billboard within the City. As identified above, the project includes removal of the existing on-site electronic sign (located on the Sports Complex's monument sign) and the removal of the existing Billboard at the southeast corner of Zinfandel Drive and Folsom Boulevard.

The Operating Agreement will memorialize the signs to be removed as part of the project as well as the City's access to the sign for community messaging and safety messaging systems (such as Amber Alert). In addition to these items, the Operating Agreement lays out the added community benefit of monetary contributions to the City resulting from installation of the Digital Freeway Sign. Standards of operation and maintenance of the sign are also included. The full Operating Agreement is included in **Attachment 1, Exhibit D**.

### **ENVIRONMENTAL REVIEW**

A Negative Declaration/Initial Study was prepared and circulated for public review from December 21, 2012 through January 22, 2013. The Negative Declaration/Initial Study did not identify any possible significant environmental impacts that would result from implementation of the proposed project. One comment was received during the public review period from the Central Valley Regional Water Quality Control Board (CVRWQCB). The comment letter reiterates the existing standards for construction projects, which apply to all development projects, and are confirmed through the building permit process. The letter did not identify any possible significant impacts resulting from the project nor do any comments change the conclusions that were reached within the Negative Declaration/Initial Study. No further environmental review of the project is required at this time. The Negative Declaration/Initial Study is included as **Exhibit A to Attachment 1**.

### **FINANCIAL IMPLICATIONS TO CITY**

There are no significant negative cost implications to the City for this project. In entering into the Operating Agreement, the City will receive an initial Signing Bonus. The Applicant will also be responsible for a monthly fee paid to the City when the Digital Freeway Sign begins operations.

### **RECOMMENDED MOTION**

Move the City Council adopt Resolution ##-2013 adopting the Negative Declaration and approving the Clear Channel Outdoor Digital Freeway Sign – Project No. DD 7403 – Conditional Use Permit and Operating Agreement, subject to the attached Negative Declaration (**Exhibit A**), Conditions of Approval (**Exhibit B**), Design Package (**Exhibit C**), and Operating Agreement (**Exhibit D**).

### **ATTACHMENTS**

1. Resolution 13-2012 consisting of the Negative Declaration (**Exhibit A**), Conditions of Approval (**Exhibit B**), Design Package (**Exhibit C**), and Operating Agreement (**Exhibit D**).
2. 500' radius map and mailing labels.

## ATTACHMENT 1

## CITY OF RANCHO CORDOVA

## RESOLUTION NO. 13-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA  
ADOPTING THE NEGATIVE DECLARATION AND APPROVING THE CLEAR  
CHANNEL OUTDOOR DIGITAL FREEWAY SIGN CONDITIONAL USE PERMIT  
AND OPERATING AGREEMENT – DD7403**

**WHEREAS**, the applicant for the Clear Channel Outdoor Digital Freeway Sign project (“Project”) has applied to the City of Rancho Cordova (“City”) for a Conditional Use Permit and Operating Agreement for the installation of a Digital Freeway Sign, located at 11335, 11347 Folsom Boulevard; and

**WHEREAS**, the City’s Zoning Code allows for the installation of Digital Freeway Signs in certain specified locations and subject to specific development standards; and

**WHEREAS**, the proposed project has been analyzed and complies with all applicable development standards identified in the City’s Zoning Code; and

**WHEREAS**, the City determined that the project was subject to the California Environmental Quality Act (CEQA) and prepared an Initial Study pursuant to CEQA, attached hereto as **Exhibit A** and incorporated herein by reference, evaluating the potential environmental effects of the project; and

**WHEREAS**, the City determined the project would not result in any environmental impacts as identified in the Negative Declaration/Initial Study; and

**WHEREAS**, the City distributed the Notice of Intent to Adopt the Negative Declaration on December 21, 2012 and the Notice was published in the *Grapevine Independent*, posted at the Sacramento County Clerk’s Office, distributed through the State Clearinghouse, and posted at the City offices, pursuant to CEQA Guidelines, Section 15072. A 30-day review and comment period for the Negative Declaration opened on December 21, 2012 and closed January 22, 2013. The Negative Declaration was made available to the public during this review period; and

**WHEREAS**, the City received one written comment letter within the 30-day public review period and responded to the comment in the project staff report; and

**WHEREAS**, the City has considered the comment received during the public review period and it does not alter the conclusions in the Initial Study and Negative Declaration; and

**WHEREAS**, the City Council has reviewed the Initial Study, and the Negative Declaration and find that these documents reflect its independent judgment; and

**WHEREAS**, on February 4, 2013, the City Council held a properly noticed public hearing at which it received a report from City staff, oral and written testimony from the public, and deliberated on the item.

## ATTACHMENT 1

**NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** does resolve:

**Section 1. Recitals.** The foregoing recitals are true and correct and made a part of this Resolution.

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

A. **CEQA Compliance.** The City has reviewed and considered the proposed project and has determined that the project will not have a significant effect on the environment, with substantial supporting evidence provided in the Initial Study. The City prepared and hereby adopts the attached Negative Declaration, as **Exhibit A** for this project, and will file a Notice of Determination with the appropriate County agency.

B. **Conditional Use Permit.** In order for a CUP to be granted for the Digital Freeway Sign, the project must meet the required findings documented in Code Section 23.134.030. The following are each of the required findings and the 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 project site is already developed with an existing Billboard. The proposed project will refurbish this existing Billboard in place and will not alter any aspect of the developed site. Site access, topography, and location are optimal for proposed Digital Freeway Sign. The sign would have a light sensor and automatic brightness control that would eliminate excessive brightness and glare during night hours.

- 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: No substantial negative impacts to adjacent properties are anticipated as a result of this project. The aesthetics of the area will remain mainly the same, with an existing traditional Billboard being replaced, in place, with a Digital Freeway Sign of similar height and area. Standards regarding sign illumination and messaging standards will ensure that no negative or visually confusing effects are caused by the proposed sign.

- c. Finding: All required public facilities have adequate capacity to serve the proposal.

Evidence: The existing Billboard has access to electricity, which will be upgraded to support the proposed Digital Freeway Sign. No additional public facilities are required by the project.

- d. Finding: The project meets the requirements of the Zoning Code including development standards, design guidelines, and special use provisions.

**ATTACHMENT 1**

Evidence: The proposed project has been analyzed and is consistent with all applicable Code standards as demonstrated in **Exhibits B and C**. The Applicant's proposed Operating Agreement, attached as **Exhibit D** and incorporated herein, will cause the Digital Freeway Sign to comply with the applicable standards.

- 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.

Evidence: The project is not considered nonconforming.

- C. **Operating Agreement.** The Applicant has proposed and is entering into an Operating Agreement with the City to memorialize the proposed sign and regulate usage of the sign. On February 21, 2013 (the effective date of Ordinance 23-2012, adopted by the City Council on January 22, 2013), the Operating Agreement requirement becomes a voluntary option for Digital Freeway Signs approvals. The Applicant is aware that Operating Agreements will no longer be required for approval of a Digital Freeway Sign, however, the Applicant has voluntarily proposed this Operating Agreement and the terms are acceptable to the Applicant and the City.

**PASSED AND ADOPTED** by the City Council of the City of Rancho Cordova on the \_\_\_\_ day of \_\_\_\_\_, 2013 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

\_\_\_\_\_  
Mindy Cuppy, CMC, City Clerk



## Exhibit A



2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
(916) 851-8750  
Fax (916) 853-1691  
[www.cityofranhocordova.org](http://www.cityofranhocordova.org)

**A NEGATIVE DECLARATION  
SUMMERSET ASSISTED LIVING FACILITY,  
PROJECT DD-7403**

**February 4, 2013**

- LEAD AGENCY:** City of Rancho Cordova Planning Department  
Jessica Jordan, 916-851-8756  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670
- PROJECT TITLE:** Clear Channel Outdoor Digital Freeway Sign Conditional Use Permit and Operating Agreement
- PROJECT LOCATION:** The proposed project is located at the existing Sports Complex at 11335 and 11347 Folsom Boulevard, on the south side of Highway 50, approximately 3,200 feet east of the Sunrise Boulevard/Highway 50 eastbound on-ramp. (APNs: 069-0130-008, -017).
- PROJECT DESCRIPTION:** The project consists of conversion of the existing traditional Billboard located at the northeastern corner of the subject parcel, to a digital freeway sign in the same location. The proposed Digital Freeway Sign will be 55 feet in height. The digital display area will be double sided and will be 14 feet by 48 feet or 672 square feet. In addition to development of the Digital Freeway Sign, the project will include removal of an existing traditional Billboard, located at the southeast corner of Folsom Boulevard and Zinfandel Drive and the existing Sports Complex electronic sign.
- FINDINGS/DETERMINATION:** The City has reviewed and considered the proposed project and has determined that the project will not have a significant effect on the environment, with substantial supporting evidence provided in the attached Initial Study.

# Notice of Completion & Environmental Document Transmittal

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613  
 For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH #

**Project Title:** Clear Channel Digital Freeway Sign Conditional Use Permit and Operating Agreement

Lead Agency: City of Rancho Cordova

Contact Person: Jessica Jordan

Mailing Address: 2729 Prospect Park Drive

Phone: 916-851-8756

City: Rancho Cordova

Zip: 95670

County: Sacramento

**Project Location:** County: Sacramento

City/Town: Community: Rancho Cordova

Cross Streets: Folsom Boulevard, Citrus Road

Zip Code: 95670

Longitude/Latitude (degrees, minutes and seconds):

"N" "W" Total Acres: 0.01

Assessor's Parcel No.: 069-0130-008, -017

Section: Twp: Range: Base:

Within 2 Miles: State Hwy #: 50

Waterways: N/A

Airports: N/A

Railways: Sac Regional Transit

Schools: N/A

## Document Type:

CEQA: ☐ NOP

☐ Draft EIR

NEPA: ☐ NOI

Other: ☐ Joint Document

☐ Early Cons

☐ Supplement/Subsequent EIR

☐ EA

☐ Final Document

☒ Neg Dec

(Prior SCH No.)

☐ Draft EIS

☐ Other:

☐ Mit Neg Dec

Other:

☐ FONSI

## Local Action Type:

☐ General Plan Update

☐ Specific Plan

☐ Rezone

☐ Annexation

☐ General Plan Amendment

☐ Master Plan

☐ Prezone

☐ Redevelopment

☐ General Plan Element

☐ Planned Unit Development

☒ Use Permit

☐ Coastal Permit

☐ Community Plan

☐ Site Plan

☐ Land Division (Subdivision, etc.)

☒ Other: Agreement

## Development Type:

☐ Residential: Units

Acres

☐ Transportation: Type

☐ Office: Sq.ft.

Acres

Employees

☐ Mining: Mineral

☐ Commercial: Sq.ft.

Acres

Employees

☐ Power: Type

☐ Industrial: Sq.ft.

Acres

Employees

☐ Waste Treatment: Type

☐ Educational:

☐ Recreational:

☐ Water Facilities: Type

MGD

☒ Other: Digital Freeway Sign

STATE CLEARING HOUSE

## Project Issues Discussed in Document:

☒ Aesthetic/Visual

☐ Fiscal

☒ Recreation/Parks

☒ Vegetation

☒ Agricultural Land

☒ Flood Plain/Flooding

☒ Schools/Universities

☒ Water Quality

☒ Air Quality

☒ Forest Land/Fire Hazard

☒ Septic Systems

☒ Water Supply/Groundwater

☒ Archeological/Historical

☒ Geologic/Seismic

☒ Sewer Capacity

☒ Wetland/Riparian

☒ Biological Resources

☒ Minerals

☒ Soil Erosion/Compaction/Grading

☒ Growth Inducement

☐ Coastal Zone

☒ Noise

☒ Solid Waste

☒ Land Use

☒ Drainage/Absorption

☒ Population/Housing Balance

☒ Toxic/Hazardous

☒ Cumulative Effects

☐ Economic/Jobs

☒ Public Services/Facilities

☒ Traffic/Circulation

☒ Other: GHG Emissions

## Present Land Use/Zoning/General Plan Designation:

Industrial Development / M-1, Digital Freeway Signs Overlay / Folsom Boulevard Planning Area

## Project Description: (please use a separate page if necessary)

Conditional Use Permit and Operating Agreement for a digital freeway sign at the Sports Complex project site (APN 069-0130-008, -017). Activities at this location will include conversion of an existing traditional billboard to a digital freeway sign. The conversion will rely upon the existing billboard sign structure, covering the existing pole in decorative cladding, and changing out the existing sign faces to smaller, digital display areas (see Figure 4). The sign will not move in an east/west direction nor will it get any closer to Highway 50. Additionally, the existing electronic sign located on the site's monument sign will be removed. As required by the Zoning Code standards regulating digital freeway signs, the project will also include removal of a traditional billboard located at the southeast corner of Folsom Boulevard and Zinfandel Drive.

Note: The State Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g., Notice of Preparation or previous draft document) please fill in.

Revised 2010



2729 Prospect Park Drive  
 Rancho Cordova, CA 95670  
 (916) 851-8750  
 Fax (916) 853-1691  
[www.cityofranhocordova.org](http://www.cityofranhocordova.org)

ENDORSED  
 SACRAMENTO COUNTY  
 DEC 21 2012  
 CRAIG J. RAMER, CLERK/RECORDER  
 BY *[Signature]* DEPUTY

**NOTICE OF INTENT TO ADOPT  
 A NEGATIVE DECLARATION/INITIAL STUDY FOR  
 CLEAR CHANNEL DIGITAL FREEWAY SIGN CONDITIONAL USE PERMIT AND  
 OPERATING AGREEMENT, PROJECT DD-7403**

December 21, 2012

- LEAD AGENCY:** City of Rancho Cordova Planning Department  
 Jessica Jordan, 916-851-8756  
 2729 Prospect Park Drive  
 Rancho Cordova, CA 95670
- PROJECT TITLE:** Clear Channel Digital Freeway Sign Conditional Use Permit and Operating Agreement Project
- PROJECT LOCATION:** The proposed project is located at the existing Sports Complex at 11335 and 11347 Folsom Boulevard on the south side of Highway 50, approximately 3,200 feet east of the Sunrise Boulevard/Highway 50 eastbound on-ramp (APNs: 069-0130-008, -017)
- PROJECT DESCRIPTION:** The project consists of conversion of the existing traditional Billboard located at the northeastern corner of the subject parcel, to a digital freeway sign in the same location. The proposed Digital Freeway Sign will be 55 feet in height. The digital display area will be double sided and will be 14 feet by 48 feet or 672 square feet. In addition to development of the Digital Freeway Sign, the project will include removal of an existing traditional Billboard, located at the southeast corner of Folsom Boulevard and Zinfandel Drive and the existing Sports Complex electronic sign
- FINDINGS/DETERMINATION:** The City has reviewed and considered the proposed project and has determined that the project will not have a significant effect on the environment, with substantial supporting evidence provided in the Initial Study. The City hereby prepares and proposes to adopt a Negative Declaration for this project
- PUBLIC REVIEW PERIOD:** A 30-day public review period for the Negative Declaration/ Initial Study will commence on December 21, 2012 and will end on January 22, 2013 for interested individuals and public agencies to submit written comments on the document. Any written comments on the Negative Declaration/Initial Study should be sent to the attention of Jessica Jordan and must be received at 2729 Prospect Park Drive, Rancho Cordova, CA 95670 by 5:00 PM on January 22, 2013. Written comments may also be submitted via email to [jjordan@cityofranhocordova.org](mailto:jjordan@cityofranhocordova.org). Copies of the Negative Declaration/Initial Study are available for review at Rancho Cordova City Hall at 2729 Prospect Park Drive, Rancho Cordova, CA and online at [www.cityofranhocordova.org](http://www.cityofranhocordova.org)
- PUBLIC HEARING:** The proposed project is tentatively scheduled to be heard by the City of Rancho Cordova City Council on February 4, 2013. An additional, separate public notice will be provided for this public hearing.

# **CLEAR CHANNEL OUTDOOR DIGITAL FREEWAY SIGN CONDITIONAL USE PERMIT AND OPERATING AGREEMENT PROJECT**

---

**Initial Study/Negative Declaration**



2729 Prospect Park Drive  
Rancho Cordova, CA 95670

**December 2012**



---

INITIAL STUDY/NEGATIVE DECLARATION  
FOR  
CLEAR CHANNEL OUTDOOR DIGITAL FREEWAY  
SIGN CONDITIONAL USE PERMIT AND  
OPERATING AGREEMENT PROJECT  
CITY OF RANCHO CORDOVA, CALIFORNIA

---

***Prepared by:***

THE CITY OF RANCHO CORDOVA  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670  
Phone: (916) 851-8700  
Fax: (916) 851-8787

**DECEMBER 2012**



## 1.0 INTRODUCTION

|     |                                                |       |
|-----|------------------------------------------------|-------|
| 1.1 | Introduction and Regulatory Guidance .....     | 1.0-1 |
| 1.2 | Lead Agency.....                               | 1.0-4 |
| 1.3 | Purpose and Organization of the Document ..... | 1.0-4 |
| 1.4 | Regulatory Framework and Assumptions .....     | 1.0-4 |

## 2.0 PROJECT DESCRIPTION

|     |                                 |       |
|-----|---------------------------------|-------|
| 2.1 | Project Location.....           | 2.0-1 |
| 2.2 | Project Characteristics.....    | 2.0-1 |
| 2.3 | Required Project Approvals..... | 2.0-2 |

## 3.0 ENVIRONMENTAL SETTING, IMPACTS, AND MITIGATION MEASURES

|        |                                          |        |
|--------|------------------------------------------|--------|
| I.     | Aesthetics.....                          | 3.0-5  |
| II.    | Agriculture Resources .....              | 3.0-8  |
| III.   | Air Quality .....                        | 3.0-9  |
| IV.    | Biological Resources: .....              | 3.0-12 |
| V.     | Cultural Resources .....                 | 3.0-15 |
| VI.    | Geology and Soils.....                   | 3.0-17 |
| VII.   | Greenhouse Gas Emissions .....           | 3.0-20 |
| VIII.  | Hazards and Hazardous Materials .....    | 3.0-22 |
| IX.    | Hydrology and Water Quality .....        | 3.0-25 |
| X.     | Land Use and Planning .....              | 3.0-27 |
| XI.    | Mineral Resources.....                   | 3.0-28 |
| XII.   | Noise.....                               | 3.0-29 |
| XIII.  | Population and Housing.....              | 3.0-30 |
| XIV.   | Public Services.....                     | 3.0-31 |
| XV.    | Recreation .....                         | 3.0-33 |
| XVI.   | Transportation/Traffic .....             | 3.0-34 |
| XVII.  | Utilities and Service Systems.....       | 3.0-38 |
| XVIII. | Mandatory Findings of Significance ..... | 3.0-39 |

## 4.0 CUMULATIVE IMPACTS

|     |                                                                 |       |
|-----|-----------------------------------------------------------------|-------|
| 4.1 | Introduction .....                                              | 4.0-1 |
| 4.2 | Cumulative Setting.....                                         | 4.0-1 |
| 4.3 | Previous Cumulative Analysis within the Cumulative Setting..... | 4.0-1 |
| 4.4 | Cumulative Impact Analysis.....                                 | 4.0-2 |

## 5.0 DETERMINATION

|     |                     |       |
|-----|---------------------|-------|
| 5.0 | Determination ..... | 5.0-1 |
|-----|---------------------|-------|



**6.0 REPORT PREPARATION AND CONSULTATIONS**

6.1 Report Preparation and Consultations..... 6.0-1

**7.0 REFERENCES**

7.1 References ..... 7.0-1

**FIGURES**

Figure 1 Regional Vicinity Map ..... 2.0-3

Figure 2 Sports Complex Sign Location..... 2.0-5

Figure 3 Sign Removal ..... 2.0-7

Figure 4 Proposed Sports Complex Digital Freeway Sign ..... 2.0-9

---

# INTRODUCTION

---



## 1.1 INTRODUCTION AND REGULATORY GUIDANCE

This document is an Initial Study and Negative Declaration (IS/ND) prepared pursuant to the California Environmental Quality Act (CEQA) for the proposed Clear Channel Digital Freeway Sign Conditional Use Permit and Operating Agreement project (hereafter referred to as the proposed project). This IS/ND has been prepared in accordance with CEQA, Public Resources Code Section 21000 et seq., and the State CEQA Guidelines.

An initial study is conducted by a lead agency to determine if a project may have a significant effect on the environment. In accordance with the CEQA Guidelines, Section 15064, an environmental impact report (EIR) must be prepared if the initial study indicates that the proposed project under review may have a potentially significant impact on the environment. A negative declaration may be prepared instead, if the lead agency prepares a written statement describing the reasons why a proposed project would not have a significant effect on the environment and therefore why it does not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a negative declaration shall be prepared for a project subject to CEQA when either:

- a) *The Initial Study shows there is no substantial evidence, in light of the whole record before the agency, that the proposed project may have a significant effect on the environment, or*
- b) *The Initial Study identified potentially significant effects, but:*
  - 1) Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed negative declaration is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
  - 2) There is no substantial evidence, in light of the whole record before the agency, that the proposed project as revised may have a significant effect on the environment.

In this case, the Initial Study shows that there is no substantial evidence, in the light of the whole record, that the proposed project may have a significant effect on the environment. Therefore, a Negative Declaration has been prepared.

The Rancho Cordova City Council certified the Rancho Cordova General Plan EIR (GP EIR) on June 26, 2006 (State Clearinghouse Number 2005022137). The GP EIR was prepared as a program EIR pursuant to CEQA Guidelines Section 15168.

The proposed project is within the scope of activities and land uses studied in the GP EIR. However, specific information about the proposed project was not known at the time of the preparation of the GP EIR, and the project-specific impacts resulting from implementation of the proposed project were not fully identified in the GP EIR. Therefore, additional analysis and potential mitigation of the environmental effects of the proposed project are required. CEQA Guidelines Section 15183 provides guidance as to the scope of this subsequent analysis. CEQA Guidelines Section 15183 states:

- a) *CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be*

*necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. This streamlines the review of such projects and reduces the need to prepare repetitive environmental studies.*

- b) *In approving a project meeting the requirements of this section, a public agency shall limit its examination of environmental effects to those, which the agency determines, in an Initial Study or other analysis:*
- 1) Are peculiar to the project or the parcel on which the project would be located.
  - 2) Were not analyzed as significant effects in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent.
  - 3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or
  - 4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

This IS/ND addresses project-specific impacts that were not fully addressed in the GP EIR. Additionally, this IS/ND summarizes the City's findings relating to the GP EIR and how the criteria set forth in CEQA Guidelines Section 15183 have been met.

The GP EIR analyzed the environmental effects of the implementation of the twelve policy elements of the General Plan. The twelve policy elements concentrated on providing policy guidance in the following areas:

- Land Use
- Urban Design
- Economic Development
- Housing
- Circulation
- Open Space, Parks, and Trails
- Infrastructure, Services, and Finance
- Natural Resources
- Cultural and Historic Resources
- Safety
- Air Quality
- Noise

In adopting the General Plan and certifying the GP EIR as complete and adequate, the City Council adopted findings of fact and a statement of overriding considerations for those impacts that could not be mitigated to less than significant levels.

Impacts deemed in the GP EIR to be significant and unavoidable included the following:

- Conflicts with applicable land use plans
- Various impacts on agricultural land
- Conflicts with Williamson Act contracts
- Substantial population, housing, and employment growth
- Deficient traffic level of service by 2030
- Worsening of already unacceptable operations on US-50

- Conflicts with the Regional Ozone Attainment Plan
- Significant construction-based pollutant emissions
- Significant operational pollutant emissions
- Significant emissions of toxic air contaminants
- Creation of construction, traffic, and operational noise above standards
- Creation of new noise-sensitive land uses within airport noise areas
- Loss of availability of aggregate resources
- Impacts on water supply (both availability of water and infrastructure required)
- Impacts to habitat and individuals of special-status species
- Impacts to raptors, migratory birds, and other wildlife
- Impacts to jurisdictional waters of the United States
- Impacts to animal movement corridors
- Loss of native and landmark trees
- Disturbance of cultural resources and human remains
- Environmental impacts resulting from the need for more wastewater infrastructure
- Degradation of the existing visual character of the area

The GP EIR also identified several cumulative impacts that would be cumulatively considerable and significant and unavoidable, including the following:

- Conflicts with area land use plans
- Conversion of farmland to other uses and agricultural/urban interface conflicts
- Substantial population, housing, and employment growth
- Significant impacts to area traffic level of service
- Increases in regional ozone and particulate matter emissions
- Increases in regional traffic and operational noise
- Cumulative loss of mineral resources
- Increased regional demand for water supply and need for water infrastructure
- Cumulative loss of biological resources
- Cumulative loss of cultural resources
- Increases in wastewater treatment capacity and infrastructure
- Changes in area visual character and landscape

Detailed information regarding both the project impacts and cumulative impacts identified above is included in the GP EIR. The GP EIR is available online at <http://gp.cityofranhocordova.org> and on request at the City at the following address:

City of Rancho Cordova  
Planning Department  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

In accordance with CEQA Guidelines Section 15183, a discussion of each of the impacts found to be significant in the GP EIR and the relative impact of the proposed project in each of those categories is provided in this IS/ND. This IS/ND incorporates the GP EIR by reference.

## 1.2 LEAD AGENCY

The lead agency is the public agency with primary responsibility over a proposed project.

As the project is to be carried out by a private development company and as the City of Rancho Cordova has general governmental powers over the proposed project, the lead agency for the proposed project is the City of Rancho Cordova.

## 1.3 PURPOSE AND ORGANIZATION OF THE DOCUMENT

The purpose of this IS/ND is to evaluate the potential environmental impacts of the proposed project.

This document is divided into the following sections:

**1.0 Introduction** – Provides an introduction and describes the purpose and organization of this document.

**2.0 Project Description** – Provides a detailed description of the proposed project.

**3.0 Environmental Setting, Impacts, and Mitigation Measures** – Describes the environmental setting for each of the environmental subject areas (as described in Appendix G of the CEQA Guidelines), evaluates a range of impacts classified as “no impact,” “less than significant impact,” or “less than significant impact with mitigation incorporated” in response to the environmental checklist, and provides mitigation measures, where appropriate, to mitigate potentially significant impacts to a less than significant level.

**4.0 Cumulative Impacts** – Provides a discussion of cumulative impacts of the proposed project.

**5.0 Determination** – Provides the environmental determination for the proposed project.

**6.0 Report Preparation and Consultations** – Identifies staff and consultants responsible for preparation of this document.

**7.0 References** – Provides a list of references used to prepare the IS/ND.

## 1.4 REGULATORY FRAMEWORK AND ASSUMPTIONS

The proposed project is subject to the policies and designations of the City of Rancho Cordova General Plan (hereafter referred to as the General Plan). For the purposes of this document, GP EIR refers to the entirety of the General Plan EIR, GP FEIR refers to the Final EIR for the General Plan, and GP DEIR refers to the Draft EIR for the General Plan. The proposed project is also subject to the applicable provisions of the City's Municipal Code, California Building Code, and other local, state, and federal regulations related to digital freeway signs.

---

# PROJECT DESCRIPTION

---





## 2.1 PROJECT LOCATION

The proposed project includes development of one digital freeway sign at the project site located in the eastern portion of the city, near the Highway 50 corridor (see **Figure 1**). The project site, referred to as the Sports Complex site, is located at 11335 and 11347 Folsom Boulevard, on the south side of Highway 50, approximately 3,200 feet east of the Sunrise Boulevard/Highway 50 eastbound on-ramp. The existing traditional billboard, located at the northeastern corner of the subject property, will be converted in place to a digital freeway sign (see **Figure 2**).

In addition to development of a digital freeway sign, the proposed project includes removal of one existing traditional billboard and one existing electronic sign. The billboard to be removed is shown in **Figure 3**.

- The existing billboard to be removed is located at the southeast corner of Zinfandel Drive and Folsom Boulevard.
- The existing electronic sign to be removed is located on the Sports Complex site, on the site's existing monument sign, approximately 275 feet west of the existing billboard on site.

The physical result of each sign's installation or removal is analyzed in Sections 3 and 4 of this document.

## 2.2 PROJECT CHARACTERISTICS

The proposed project includes the following activities:

- Conditional Use Permit and Operating Agreement for a digital freeway sign at the Sports Complex project site (APN 069-0130-008 and -017). Activities at this location will include conversion of an existing traditional billboard to a digital freeway sign. The conversion will rely on the existing billboard sign structure, covering the existing pole in decorative cladding, and changing out the existing sign faces to smaller, digital display areas (see **Figure 4**). The sign will not move in an east/west direction nor will it get any closer to Highway 50. Additionally, the existing electronic sign located on the site's monument sign will be removed. As required by the Zoning Code standards regulating digital freeway signs, the project will also include removal of a traditional billboard located at the southeast corner of Folsom Boulevard and Zinfandel Drive.

The Sports Complex site is located within the City's Digital Freeway Signs Overlay area, as identified in Figure 23.743-8 of the Zoning Code. The project site and the surrounding areas are zoned Light Industrial (M-1). The Sports Complex site is fully developed with several industrial buildings used mainly for indoor recreation such as rock climbing, gymnastics, and soccer, a shared parking lot, and landscaping.

The proposed digital freeway sign is 55 feet in height and will have two digital display areas, measuring 14 feet by 48 feet for a sign area of 672 square feet on each side. Decorative pole cladding will surround the pole base. The sign faces will be oriented for optimal viewing by travelers along Highway 50 and Folsom Boulevard. Each sign will provide digital messaging, at a change frequency of no less than 8 seconds per message, mainly for commercial enterprise. The sign will also provide emergency responders and the City with access to the message board for emergency messaging (such as Amber Alerts) and other community messaging.

The highest level of illumination, approximately 10 foot-candles, occurs immediately perpendicular to and at the sign face. Foot-candles taper off with distance from the sign face; at 250 feet, illumination will be no more than 0.3 foot-candles, basically equal to ambient light levels. Illumination is directed such that minimal light spill will occur on either side or the top or bottom of the sign face. The project applicant indicates that the digital freeway sign would be provided 100 amp (amperage) service from the electricity provider. This is approximately one-half of the amperage provided to most residential homes (200 amperage). The sign is estimated to utilize, based on the current technology, approximately 120,000 kilowatt-hours (kWh) per year of electricity, based on a monthly average of 10,000 kWh, similar in annual demand to a very active residential home or a large office building.

Overall construction of the proposed sign will take approximately 1 week to complete. It is anticipated that construction will occur within 4 to 5 days to allow for upgrades to the sign face structure to support the digital displays and placement of the pole cladding. Because construction at the Sports Complex will rely on the existing footing and pole base, no substantial ground disturbance is anticipated. Activities will simply require a crane and minor ground disturbance related to power equipment upgrades at the site.

The proposed removal of the traditional billboard will include removal of the footing below grade, some filling in of the area where the pole was installed, and a return of the surface to that of the surrounding area, which involves repaving in the surrounding developed commercial center.

### **2.3 REQUIRED PROJECT APPROVALS**

The proposed project consists of the following application requests:

- Conditional Use Permit and Operating Agreement for a digital freeway sign located at the Sports Complex project site (11335 and 11347 Folsom Boulevard, APN 069-0130-008 and -017)

Following issuance of the City's Conditional Use Permit approval and building permit for each sign, the applicant would apply for and be issued a permit from the California Department of Transportation (Caltrans) prior to sign installation.



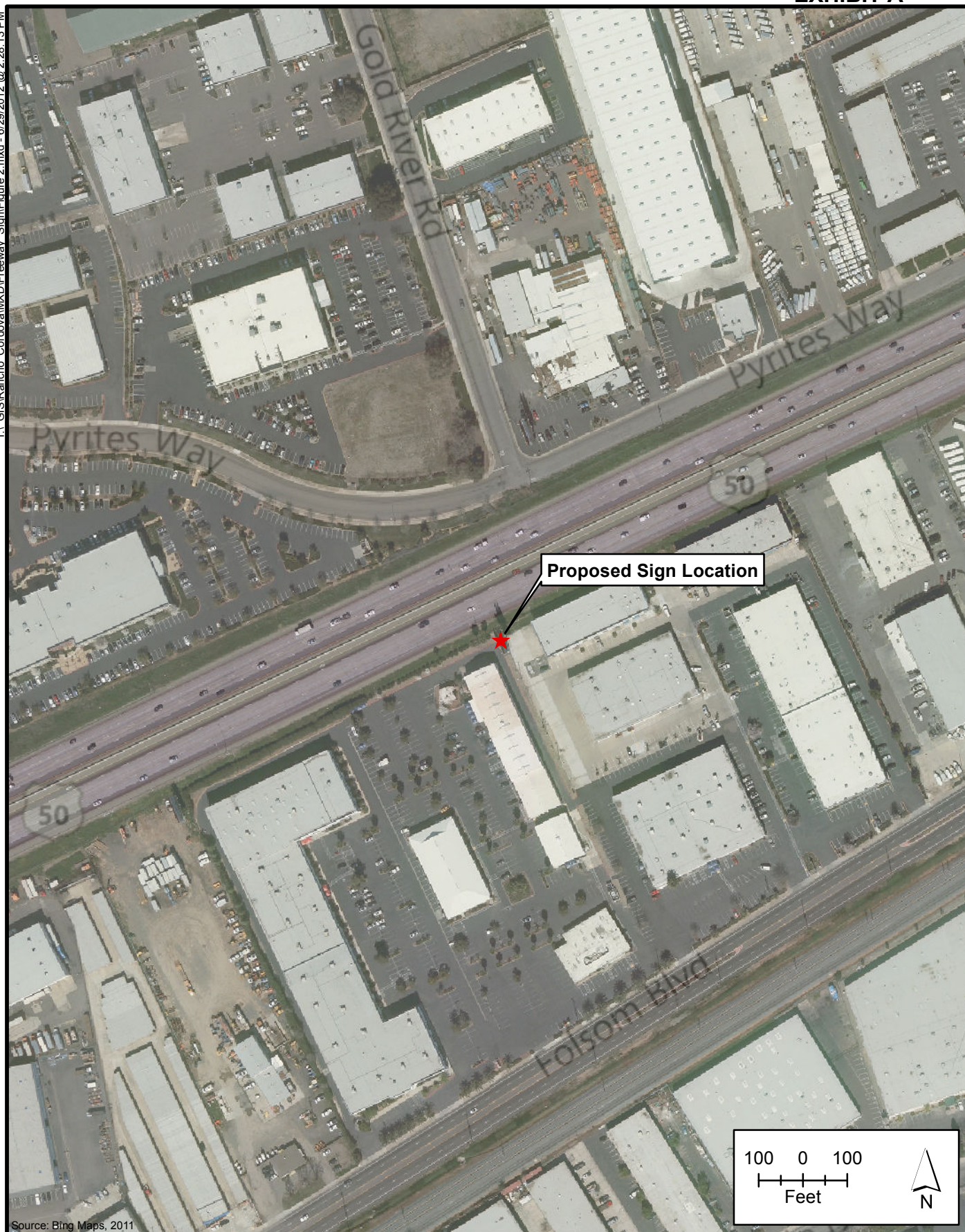
City of Rancho Cordova  
Planning Department

**Figure 1**  
Regional Vicinity Map

**PAGE INTENTIONALLY LEFT BLANK**



T:\GIS\RandCo\CORDOVA\Freeway Sign\Figure 2.mxd - 6/29/2012 @ 2:28:13 PM

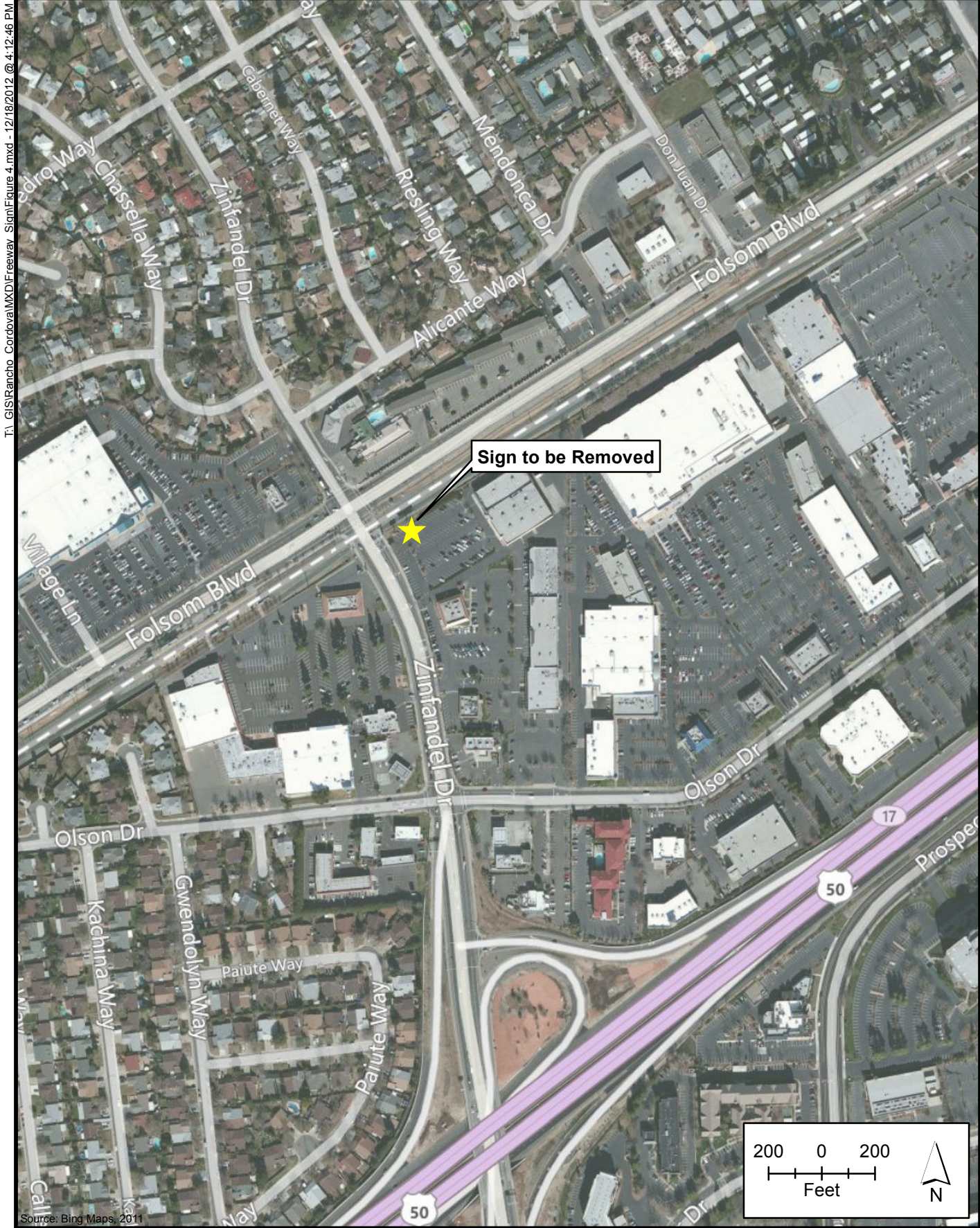


City of Rancho Cordova  
Planning Department

**Figure 2**  
Sports Complex Sign Location

**PAGE INTENTIONALLY LEFT BLANK**





City of Rancho Cordova  
Planning Department

**Figure 3**  
Sign Removal



**PAGE INTENTIONALLY LEFT BLANK**



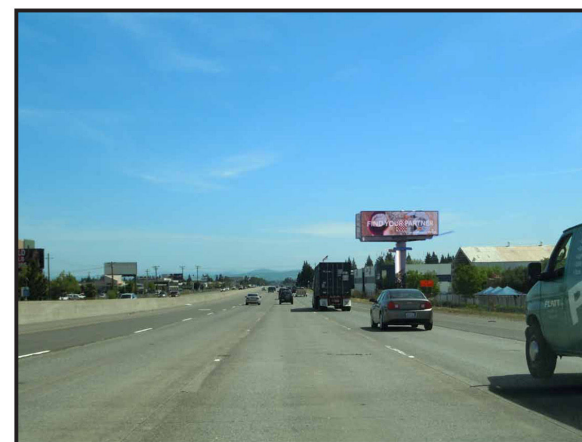
### Proposal:

- Rebuild Traditional 18' x 48' as a 14' x 48' Digital
- New Sign would include Decorative Pole Cover
- New Message Center would be tied in with Emergency Message Network
- City would gain Community Messaging on Sign

Source: Clear Channel Outdoor



**Before: 18' x 48' Traditional**



**After: 14' x 48' Digital**



City of Rancho Cordova  
Planning Department

Figure 4  
Proposed Sports Complex Digital Freeway Sign

**PAGE INTENTIONALLY LEFT BLANK**

---

# **ENVIRONMENTAL SETTINGS, IMPACTS, AND MITIGATION MEASURES**

---



### 3.1 INTRODUCTION

This section provides an evaluation of the potential environmental impacts of the proposed project, including the CEQA Mandatory Findings of Significance. There are 17 specific environmental issues evaluated in this chapter. Cumulative impacts to these issues are evaluated in Section 4.0. The environmental issues evaluated in this chapter include:

- Aesthetics
- Agriculture Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

For each issue area, one or two of five conclusions is made, as appropriate:

- **No Impact:** No project-related impact to the environment would occur with project development.
- **Less than Significant Impact:** The proposed project would not result in a substantial and adverse change in the environment. This impact level does not require mitigation measures.
- **Less than Significant Impact with Mitigation Incorporated:** The proposed project would result in an environmental impact or effect that is potentially significant, but the incorporation of mitigation measure(s) would reduce the project-related impact to a less than significant level.
- **Potentially Significant Impact:** The proposed projects would result in an environmental impact or effect that is potentially significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- **Reviewed Under Previous Document:** The impact has been adequately addressed in previous environmental documents, and further analysis is not required. The discussion will include reference to the previous documents.

### 3.2 INITIAL ENVIRONMENTAL STUDY

1. **Project Title:** Clear Channel Digital Freeway Sign Conditional Use Permit and Operating Agreement
2. **Lead Agency Name and Address:** City of Rancho Cordova  
2729 Prospect Park Place  
Rancho Cordova, CA 95670
3. **Contact Person and Phone Number:** Jessica Jordan; (916) 851-8756
4. **Project Location:** The Sports Complex project site is located at 11335 and 11347 Folsom Boulevard, on the south side of Highway 50, east of Sunrise Boulevard, in the City of Rancho Cordova.  
  
Removal of an existing billboard will occur at the southeast corner of Folsom Boulevard and Zinfandel Drive. An existing electronic message board will be removed at the Sports Complex project site.
5. **Project Sponsor's Name and Address:** Clear Channel Outdoor  
Michael Wagener  
401 Slobe Avenue  
Sacramento, CA 95815  
(916) 414-2907
6. **Current Zoning:** Light Industrial (M-1)  
Digital Freeway Signs Overlay area
7. **General Plan Designation:** Folsom Boulevard Planning Area
8. **APN Number(s):** 069-0130-008 and -017
9. **Description of the Project:** See Section 2.2 of this IS/ND.
10. **Surrounding Land Uses and Setting:** See Section 2.2 of this IS/ND.
11. **Other public agencies whose approval may be required:** (e.g., permits, financing approval, or participation agreement)
  - 1) California Department of Transportation (Caltrans)

## ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by the proposed project, involving at least one impact that is a "Less than Significant Impact with Mitigation Incorporated" or "Potentially Significant/Reviewed Under Previous Document" as indicated by the checklist on the following pages.

- |                                                |                                                          |                                                             |
|------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Aesthetics            | <input type="checkbox"/> Greenhouse Gas Emissions        | <input type="checkbox"/> Population and Housing             |
| <input type="checkbox"/> Agriculture Resources | <input type="checkbox"/> Hazards and Hazardous Materials | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Air Quality           | <input type="checkbox"/> Hydrology and Water Quality     | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Biological Resources  | <input type="checkbox"/> Land Use and Planning           | <input type="checkbox"/> Transportation/Traffic             |
| <input type="checkbox"/> Cultural Resources    | <input type="checkbox"/> Mineral Resources               | <input type="checkbox"/> Utilities and Service Systems      |
| <input type="checkbox"/> Geology and Soils     | <input type="checkbox"/> Noise                           | <input type="checkbox"/> Mandatory Findings of Significance |

## EVALUATION OF ENVIRONMENTAL IMPACTS

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources cited. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to a project like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards.
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect, and construction as well as operational impacts.
- 3) A "Less than Significant Impact" applies when the proposed project would not result in a substantial and adverse change in the environment. This impact level does not require mitigation measures.
- 4) "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 5) "Less than Significant Impact with Mitigation Incorporation" applies where the incorporation of mitigation measures has reduced an effect from a "Potentially Significant Impact" to a "Less than Significant Impact." The initial study must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level.
- 6) "Reviewed Under Previous Document" applies where the impact has been evaluated and discussed in a previous document. Discussion will include reference to the previous documents. If an impact is reviewed under a previous document, an impact of "Potentially Significant" does not necessarily require an EIR. If the program EIR identified a significant and unavoidable impact and the proposed project was adequately described in the program EIR, an impact of "Potentially Significant/Reviewed Under Previous Document" does not require an EIR, pursuant to Public Resources Code Section 21083.3.



- 7) Earlier analyses may be used where, pursuant to the tiering, program environmental impact report, or other CEQA process, an impact has been adequately analyzed in an earlier EIR or negative declaration.

|                                                                                                                                                          | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact        | No Impact                           | Reviewed Under Previous Document    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>I. AESTHETICS</b> Would the project:                                                                                                                  |                                |                                                           |                                     |                                     |                                     |
| a) Have a substantial adverse effect on a scenic vista?                                                                                                  | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings?                                                      | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?                                     | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

## EXISTING SETTING

The proposed Sports Complex site is located within the Folsom Boulevard Planning Area and is zoned for and predominated by industrial development. This area is surrounded by additional industrial lands. The project site itself is developed with approximately five industrial warehouse buildings, a shared parking lot, and landscaping. The existing billboard is located in the northeast corner of the subject property and is visible from the Highway 50 corridor.

The billboard to be removed as part of this project is located within a developed commercial area at the southeast corner of Zinfandel Drive and Folsom Boulevard. An existing electronic message board, incorporated within an existing monument sign, will be removed at the Sports Complex site. The proposed removals will have no direct effect on the existing developments present at the respective locations.

## DISCUSSION OF IMPACTS

- 1) *No Impact/Reviewed Under Previous Document.* The Rancho Cordova General Plan Environmental Impact Report (GP EIR) identified that impacts to scenic vistas within the city would be less than significant (GP DEIR, p. 4.13-6). The primary scenic vistas identified within the city occur along the American River in the vicinity of the American River Parkway Plan (GP DEIR, p. 4.13-6). The American River Parkway Plan is currently under the jurisdiction of the Sacramento County Municipal Services Agency Department of Regional Parks, Recreation, and Open Space. Because the American River Parkway Plan is not under the jurisdiction of the City of Rancho Cordova, the American River Parkway cannot be modified by development projects in the city.

The proposed project includes installation of a digital freeway sign along the Highway 50 corridor and removal of one existing traditional billboard along Folsom Boulevard. Neither the installation nor the removal site is visible from the American River Parkway; therefore, no impact to scenic vistas will occur.

- 2) *No Impact/Reviewed Under Previous Document.* The GP EIR found that there were no highways within the Planning Area that were designated by state or local agencies as "scenic highways" (GP DEIR, p. 4.13-6).

See a) above. There are no scenic highways, trees, rock outcroppings, or historic buildings in the project area.

- 3) *Less than Significant Impact/Reviewed Under Previous Document.* Impacts relating to the alteration of scenic resources in the city were identified in the GP EIR and were predominantly associated with the urbanization of the rural and undeveloped portions of the city and areas east of the incorporated boundaries (GP DEIR, pp. 4.13-8 through -10). Impacts of the General Plan to visual resources were found to be significant and unavoidable (GP DEIR, p. 4.13-10).

The proposed project includes installation of a digital freeway sign along the heavily urbanized Highway 50 corridor and removal of one existing traditional billboard along Folsom Boulevard. The project is anticipated to change the visual nature and character of the surroundings in a manner anticipated by and consistent with urbanization considered in the General Plan.

Aside from the specific characteristics of a digital freeway sign, including illumination and changing messages, the view of the Sports Complex project site would remain essentially the same as it is today. The digital sign face will replace the existing, traditional billboard in place. Additionally, the existing electronic message board located on the monument sign will be removed, reducing the electronic signage visible from this location.

Because the proposed project also includes removal of one additional existing traditional billboard, improvement in this specific view within the city will occur. Removal of the billboard at Zinfandel Drive and Folsom Boulevard will reduce visual clutter at a highly traveled intersection.

Overall, the project will serve to reduce the overall number of billboards located within the city limits. The City's standards for digital freeway signs ensure that these signs do not cause substantial visual impacts by limiting their size, height, and sign face area, requiring that the illumination be limited to 0.3 foot-candles at 250 feet and that the light levels be responsive to the changes in ambient light that naturally occur in a 24-hour period. Adherence to these standards will be ensured through the Conditional Use Permit and building permit processes, and therefore visual impacts to the site surroundings would be less than significant.

- 4) *Less than Significant Impact/Reviewed Under Previous Document.* Impacts relating to light and glare were identified in the GP EIR and were related to both reflective glare from new structures built under the General Plan and the introduction of new sources of light associated with development and redevelopment of the city (GP DEIR, p. 4.13-13). Areas of the city and the City's Planning Area that are currently undeveloped would see the majority of the impact due to the current lack of reflective surfaces and light sources in undeveloped areas (GP DEIR, p. 4.13-14). Due to design guidelines adopted by the City and adherence to City Policy UD.4.2, impacts of the General Plan due to light and glare were found to be less than significant.

The proposed installation of a digital freeway sign would introduce new and/or increased sources of light and glare to the surrounding area. Digital billboards utilize light-emitting diode (LED) technology to display messages on a display screen. The proposed sign will

include two sign faces, oriented in opposite directions, to be viewed by east- and westbound traffic on Highway 50 and Folsom Boulevard. As required by the City's Zoning Code, light levels of the digital billboards will not exceed 0.3 foot-candles over ambient light levels at 250 feet from the sign face. Existing and future residential uses are more than 1,000 feet away from the Sports Complex site, which is well beyond 250 feet from the proposed digital freeway sign. There are no other light-sensitive uses near the installation site. In order to ensure a consistent illumination not to exceed 0.3 foot-candles, the digital freeway sign is equipped with light sensors to adjust light conditions to respond to the changing ambient light levels within a 24-hour period. The digital display may, in certain conditions, be brighter in the daytime than in darkness. The signs will also be required to comply with Caltrans standards for digital billboards, which include restrictions on lighting such that it not be directed at motorists at an intensity or brightness that is blinding or confusing.

In addition, the proposed project also includes the removal of an existing traditional billboard. The traditional billboard is currently illuminated by stationary incandescent lights (i.e., floodlights) that are simply regulated by timers. Light levels from these fixtures are not responsive to ambient light levels and may be more impactful in terms of additional light in a given area than the proposed digital sign. The removal of the existing sign will serve to reduce light and glare in the localized area around the sign location.

Given the requirement for light level control and the responsiveness of the digital freeway sign to ambient light levels, as well as the removal of light sources from the existing traditional billboard within the city limits, impacts related to new sources of light or glare would be less than significant.

|                                                                                                                                                                                                                                                                                                                                                                                                   | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact | No Impact                           | Reviewed Under Previous Document |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|------------------------------|-------------------------------------|----------------------------------|
| <b>II. AGRICULTURE RESOURCES.</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997), prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project: |                                |                                                           |                              |                                     |                                  |
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?                                                                                                                                                     | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input type="checkbox"/>         |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input type="checkbox"/>         |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)).                                                                                                        | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input type="checkbox"/>         |
| d) Result in the loss of forest land or conversion of forest land to non-forest use.                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input type="checkbox"/>         |
| e) Involve other changes in the existing environment, which due to their location or nature, could result in conversion of Farmland to nonagricultural use?                                                                                                                                                                                                                                       | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input type="checkbox"/>         |

## DISCUSSION OF IMPACTS

- a–e) *No Impact.* The proposed project is located on a site that is zoned for industrial uses and is developed with existing, actively used light industrial buildings. Surrounding uses consist primarily of additional commercial and industrial complexes. The project site is located within an urban area of the city and is not adjacent to any identified farmland. Additionally, the project site is not considered forestland, is not zoned for forestry uses, and is not actively utilized as a forestry operation. Therefore, the proposed project does not involve any changes in the existing environment that could result in the conversion of farmland to nonagricultural use, result in a conflict with Williamson Act contract or any existing agricultural use, or adversely impact designated forestland. There would be no impact.

|                                                                                                                                                                                                                                          | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact        | No Impact                           | Reviewed Under Previous Document    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>III. AIR QUALITY</b><br>Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project: |                                |                                                           |                                     |                                     |                                     |
| a) Conflict with or obstruct implementation of the applicable air quality plan?                                                                                                                                                          | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?                                                                                                                       | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project is nonattainment under applicable federal or state ambient air quality standards?                                                  | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d) Expose sensitive receptors to substantial pollutant concentrations?                                                                                                                                                                   | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e) Create objectionable odors affecting a substantial number of people?                                                                                                                                                                  | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

### DISCUSSION OF IMPACTS

- 1) *Less than Significant Impact/Reviewed Under Previous Document.* The Sacramento area is currently out of compliance with federal requirements for 8-hour ozone air quality standards and 1-hour ozone air quality standards. The region is in compliance with all other emissions standards. The Sacramento Metropolitan Air Quality Management District (SMAQMD) released the final "Sacramento Regional Nonattainment Area 8-Hour Ozone Rate-of-Progress Plan" (Ozone Plan) in February 2006. According to the GP EIR, projected buildout of the Rancho Cordova General Plan Planning Area would be consistent with the assumptions used during preparation of the Ozone Plan (GP FEIR, pp. 4.0-5 through -6). However, because no feasible methods currently exist to completely offset air pollutant emission increases from land uses under the General Plan, the impact of the General Plan was considered to be significant and unavoidable (GP FEIR, p. 4.0-6).

In order to assist local agencies and municipalities with analyzing project-specific impacts to air quality and compliance with local air district attainment plans, the SMAQMD (2009) published the "Guide to Air Quality Assessment in Sacramento County." This guide includes information on significance and mitigation for common air emissions issues. Additionally, the SMAQMD will review all development projects, including the proposed project, to ensure their compliance with local, state, and federal plans. The SMAQMD does include a specific screening standard for this type of project. However, considering the proposed project is not a trip-generating land use, other than 6–8 maintenance trips to the digital sign per year, the proposed project's operational air quality emissions are not expected to exceed any SMAQMD threshold. In addition to these limited maintenance trips, it is important to note that the removal of an existing billboard included in the project will result in reduced maintenance trips for that respective sign, resulting in an overall reduction of trips related to signs in the area.

In the short term, construction activities to install the proposed digital billboard and removal of the existing traditional billboard will include minimal land disturbance, which may generate some dust or PM<sub>10</sub> (particulate matter of 10 microns in size or less) pollutants. There is minimal ground disturbance related to upgrades of electric lines to support sign installation in place at the Sports Complex. Construction will utilize minimal equipment for approximately 4 to 5 days. Removal of the traditional billboard will include filling in the area where the pole was installed and returning the surface to that of the surrounding area, which involves a paved surface within a developed commercial center. Considering these very limited construction activities, the proposed project's construction-related air quality emissions are not anticipated to exceed SMAQMD thresholds of significance.

Therefore, construction and operation of the proposed digital freeway sign would not interfere with the SMAQMD Ozone Plan, and impacts would be less than significant.

- 2) *Less than Significant Impact/Reviewed Under Previous Document.* The GP EIR identified potential air quality impacts from both construction and operation of new development in the city (GP DEIR, pp. 4.6-17 through -26). While policies, actions, and mitigation were included in the GP EIR, development in the Planning Area would still be intensified from current conditions. Therefore, significant and unavoidable impacts were expected as a result of the General Plan (GP DEIR, pp. 4.6-20 and -26).

See a) above. Sacramento County is a known area of nonattainment for state and federal standards for carbon monoxide (CO), ozone, and particulate matter less than 10 microns in diameter (PM<sub>10</sub>). Construction of the proposed project would result in temporary generation of emissions of reactive organic gases (ROG), nitrogen oxide (NOx), and PM<sub>10</sub>. Construction-related emissions would be produced from construction equipment exhaust and minor ground disturbance. Construction emissions from the proposed project would fall well below the SMAQMD thresholds for NOx and PM<sub>10</sub>. According to the standards set forth in the SMAQMD Guide to Air Quality Assessment, a site over 5.1 acres would generate PM<sub>10</sub> that would require mitigation. The proposed project does not require grading and in turn would not exceed threshold PM<sub>10</sub> levels from soil erosion and dust generation. This impact would be less than significant.

- 3) *Less than Significant Impact/Reviewed Under Previous Document.* The GP EIR identified that increases in ozone precursors (NOx and ROG) would result in significant and unavoidable impacts on the region's status of nonattainment (GP DEIR, pp. 4.6-17 through -26). See a) and b) above for more information on the GP EIR findings related to ozone precursors.

See a) and b) above for project-specific discussion. This impact is considered less than significant.

- 4) *Less than Significant Impact/Reviewed Under Previous Document.* Sensitive receptors are those parts of the population that can be severely impacted by air pollution. Sensitive receptors include children, the elderly, and the infirm. The GP EIR identified potential impacts to sensitive receptors due to both mobile and stationary sources of toxic air contaminants (TACs) and odors. Impacts of the General Plan from TACs were reduced by City policies and action items, but the impact remained significant and unavoidable (GP DEIR, p. 4.6-31). Impacts to sensitive receptors from exposure to odors were reduced by City policies and action items to a less than significant level (GP DEIR, p. 4.6-33).

See a) and b) above for project-specific discussion. Project construction would include minimal emissions from construction equipment. The digital freeway sign will be located

within an existing industrial development, not in close proximity to any specific sensitive receptors. The impact would be less than significant.

- 5) *No Impact*. The proposed digital freeway sign does not include any element that produces odor. There is no *impact*.



|                                                                                                                                                                                                                                                                                                                | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact | No Impact                           | Reviewed Under Previous Document    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|------------------------------|-------------------------------------|-------------------------------------|
| <b>IV. BIOLOGICAL RESOURCES</b> Would the project:                                                                                                                                                                                                                                                             |                                |                                                           |                              |                                     |                                     |
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service? | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or US Fish and Wildlife Service?                                                           | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.), through direct removal, filling, hydrological interruption, or other means?                                | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?                                                                             | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?                                                                                                                                                                            | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflict with the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan?                                                                                                                           | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

## EXISTING SETTING

The proposed Sports Complex site is developed with approximately five industrial warehouse buildings, a shared parking lot, and landscaping. The existing billboard that will be converted to a digital freeway sign is located in the northeast corner of the subject property and is visible from the Highway 50 corridor.

The billboard to be removed as part of the proposed project is located within an existing developed commercial area at the southeast corner of Zinfandel Drive and Folsom Boulevard. There are no on-site biological resources.

## DISCUSSION OF IMPACTS

- 1) *No Impact/Reviewed Under Previous Document.* The GP EIR identified potential direct and indirect impacts to special-status species as a result of the implementation of the General Plan (GP DEIR, pp. 4.10-34 through -48). While City policies and action items would mitigate

much of the impact of the General Plan, widespread development of undeveloped portions of the General Plan Planning Area, as well as construction of the Circulation Plan, would result in a net loss of biological resources. Therefore, the General Plan was found to result in significant and unavoidable impacts to special-status species (GP DEIR, pp. 4.10-43 and -48).

The Folsom Boulevard Planning Area is almost entirely urbanized, containing retail, office, and residential uses. The project site has been developed with industrial buildings and is entirely surrounded by other existing commercial and industrial uses. The project site is not occupied by any identified biological resources. There would be no impact.

- 2) *No Impact/Reviewed Under Previous Document.* See a) above for information on identified impacts of the General Plan on special-status species. The GP EIR combined discussion of special-status species impacts to include impacts to habitat as well as to individuals of special-status species. Impacts to habitat from the implementation of the General Plan occurred for the same reasons and in the same intensity as impacts to individuals of any special-status species (GP DEIR, pp. 4.10-34 through -48).

See a) and c) for project-specific discussion. There would be no impact.

- 3) *No Impact/Reviewed Under Previous Document.* The GP EIR addressed potential direct and indirect impacts to jurisdictional waters of the United States (jurisdictional waters) as a result of widespread development of the General Plan Planning Area (GP DEIR, pp. 4.10-52 through -56). Policies and action items included in the General Plan would reduce impacts to jurisdictional waters, especially Policy NR.2.1, which requires "no net loss" of wetlands (GP DEIR, p. 4.10-56). While no net loss of wetlands will occur regionally, some loss of jurisdictional waters will occur within the General Plan Planning Area (GP DEIR, p. 4.10-56). Because of this local loss of jurisdictional waters, the impact of the General Plan was found to be significant and unavoidable (GP DEIR, p. 4.10-56).

No wetland resources are located on the project site, which is developed with urban uses. There would be no impact.

- 4) *No Impact/Reviewed Under Previous Document.* Impacts to habitat for raptors and other nesting birds were addressed in the GP EIR (GP DEIR, pp. 4.10-48 through -52). Raptors are protected by the California Department of Fish and Game and are considered a special-status species under CEQA. Just as with impacts to habitat for other special-status species, widespread development of the city and the General Plan Planning Area would result in a net loss of raptor and nesting habitat, and a significant and unavoidable impact was expected (GP DEIR, pp. 4.10-52). Discussion of impacts to movement corridors was also included in the GP EIR (GP DEIR, pp. 4.10-56 through -61). Development of greenfield areas of the General Plan Planning Area would change the biological condition and characteristics of the area, resulting in changes in animal movement throughout the area (GP DEIR, p. 4.10-56). While City policies and action items would reduce this impact, loss and/or modification of movement corridors would still occur and the impact of the General Plan would be significant and unavoidable (GP DEIR, p. 4.10-61).

See a) above for project-specific discussion. There would be no impact.

- 5) *No Impact/Reviewed Under Previous Document.* The GP EIR identified potential impacts to trees from implementation of the General Plan (GP DEIR, pp. 4.10-61 and -62). Development of greenfield areas of the city and the General Plan Planning Area could potentially result in the removal of special-status, landmark, and other trees (GP DEIR, p. 4.10-61). Landmark and

oak trees, as well as large wooded areas and urban trees, would be adequately protected by City policies and action items. However, some loss of native trees would occur, and the overall impact to trees from implementation of the General Plan would be significant and unavoidable (GP DEIR, p. 4.10-62).

There are no native or landmark trees on the project site. There would be no impact.

- 6) *No Impact/Reviewed Under Previous Document.* The GP EIR addressed potential impacts related to conflicts between the General Plan and any adopted habitat conservation plan or natural community conservation plan (GP DEIR, pp. 4.10-62 and -63). While the South Sacramento Habitat Conservation Plan (SSHCP) and the Vernal Pool Recovery Plan are currently being prepared by Sacramento County and the US Fish and Wildlife Service (respectively), no such plans have been adopted (GP DEIR, p. 4.10-63). Therefore, no impact was expected as a result of the General Plan.

Currently, there is not an adopted habitat conservation plan (HCP) for the City of Rancho Cordova or Sacramento County; therefore, the project would not conflict with such a plan. There would be no impact.

|                                                                                                                                                                                                              | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact        | No Impact                | Reviewed Under Previous Document    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <b>V. CULTURAL RESOURCES</b> Would the project:                                                                                                                                                              |                                |                                                           |                                     |                          |                                     |
| a) Cause a substantial adverse change in the significance of a historical resource as defined in Public Resources Code Section 21084.1 and CEQA Guidelines Section 15064.5, respectively?                    | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Cause a substantial adverse change in the significance of an archaeological resource as defined in Public Resources Code Sections 21083.2 and 21084.1, and CEQA Guidelines Section 15064.5, respectively? | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?                                                                                                    | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Disturb any human remains, including those interred outside of formal cemeteries?                                                                                                                         | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

## DISCUSSION OF IMPACTS

- 1) *Less than Significant Impact/Reviewed Under Previous Document.* The GP EIR identified that known and unknown historic resources within the Rancho Cordova Planning Area could potentially be impacted by implementation of the General Plan (GP DEIR, pp. 4.11-9 through -14). These impacts were primarily associated with development in undeveloped areas and impacts to unknown resources in portions of the Planning Area that have not been studied. Rancho Cordova policies mitigated some of the potential impacts to historical resources. However, many previously unknown resources could be located within the Planning Area. Therefore, accidental impacts may still occur, and the impact of the General Plan was considered significant and unavoidable (GP DEIR, pp. 4.11-14).

Implementation of the proposed project is not expected to result in any new cultural resource impacts, as the area is highly urbanized. If for any reason cultural resources are discovered during construction of the digital freeway sign or removal of the existing billboard, the project applicant would be required to implement any mitigation necessary for the protection of such resources. In addition, pursuant to Section 5097.98 of the California Public Resources Code and Section 7050.5 of the Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains. Adherence to General Plan policies and state requirements will ensure a less than significant impact.

- 2) *Less than Significant Impact/Reviewed Under Previous Document.* See a) above.
- 3) *Less than Significant Impact/Reviewed Under Previous Document.* The GP EIR identified possible impacts to paleontological resources as a result of implementation of the General Plan (GP DEIR, p. 4.11-14). However, no such paleontological resources were identified in the Rancho Cordova Planning Area, and City policy would protect unknown resources. For

these reasons, the impact of the General Plan was found to be less than significant (GP DEIR, p. 4.11-15).

See a) above for project-specific discussion.

- 4) *Less than Significant Impact/Reviewed Under Previous Document*. The discussion in the GP EIR concerning historic resources impacts included discussion of potential impacts to human remains [see a) above]. Impacts were the same in that known resources were adequately protected, but unknown human remains outside established cemeteries could potentially be affected. Therefore, significant and unavoidable impacts as a result of the General Plan were expected (GP DEIR, p. 4.11-14).

There are no known cemeteries on the project site. See a) above for specific discussion.

|                                                                                                                                                                                                                                                                                        | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact        | No Impact                           | Reviewed Under Previous Document    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>VI. GEOLOGY AND SOILS</b> Would the project:                                                                                                                                                                                                                                        |                                |                                                           |                                     |                                     |                                     |
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving:                                                                                                                                                      |                                |                                                           |                                     |                                     |                                     |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| ii) Strong seismic ground shaking?                                                                                                                                                                                                                                                     | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| iii) Seismic-related ground failure, including liquefaction?                                                                                                                                                                                                                           | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| iv) Landslides?                                                                                                                                                                                                                                                                        | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b) Result in substantial soil erosion or the loss of topsoil?                                                                                                                                                                                                                          | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the projects, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?                                                   | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?                                                                                                                                       | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?                                                                                                     | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

## DISCUSSION OF IMPACTS

1)

- i) *Less than Significant Impact/Reviewed Under Previous Document.* The GP EIR stated that significant seismic shaking was not a concern within the Rancho Cordova Planning Area, as there are no active faults within Sacramento County and because the city is not located within an Alquist-Priolo earthquake hazard zone (GP DEIR, p. 4.8-19). However, some minor seismic shaking is a possibility, as the city is located within a Seismic Zone 3, which is considered an area of relatively low ground shaking potential (GP DEIR, p. 4.8-20). Adherence to City policies, as well as to the California Building Code (CBC) and the Uniform Building Code (UBC), would ensure less than significant impacts as a result of implementation of the General Plan (GP DEIR, p. 4.8-21).

The potential for impacts to public safety resulting from surface fault rupture, ground shaking, liquefaction, or other seismic hazards is not considered to be an issue of

significant environmental concern due to the infrequent seismic history of the area; therefore, this impact is considered less than significant.

- ii) *Less than Significant Impact/Reviewed Under Previous Document.* See i) above. The potential for strong seismic ground shaking is not a significant environmental concern due to the infrequent seismic activity of the area; however, the new digital freeway signs will be required to comply with any seismic standards enforced by the California Building Code. The impact would be less than significant.
- iii) *Less than Significant Impact/Reviewed Under Previous Document.* The GP EIR identified that seismic shaking was not a concern in the city [see i) above]. Liquefaction is the process in which water is combined with unconsolidated soils as a result of seismic activities involving ground motions and pressure. Without strong ground motion, liquefaction is unlikely. Additionally, the water table is generally too low in the city to provide enough moisture for liquefaction to occur (GP DEIR, p. 4.8-20). Therefore, the impact of the General Plan was found to be less than significant.

See i) above. The soil types of the project site would not be subject to seismic-related ground failure or liquefaction.

- iv) *No Impact.* The subject property has flat topography and is therefore not subject to the potential for landslides.
- 2) *No Impact/Reviewed Under Previous Document.* The GP EIR identified potential impacts related to soil erosion from implementation of the General Plan (GP DEIR, pp. 4.8-21 through -23). These erosion impacts were generally associated with construction of new roadways and other capital infrastructure and development of undeveloped portions of the city and the Planning Area. Additional impacts were due to increases in runoff due to a net increase in impervious surfaces in the city. However, compliance with the City's Erosion Control Ordinance and the current National Pollutant Discharge Elimination System (NPDES) permit conditions for Rancho Cordova would ensure that impacts resulting from implementation of the General Plan would be less than significant (GP DEIR, p. 4.8-23).

There are no major grading activities associated with development of the proposed project. Activities at the Sports Complex site are limited to conversion of an existing billboard to digital technology in place, relying on the existing footing and basic sign structure. Construction activities will include minor upgrades to the existing electrical service of the sign and any necessary upgrades to the sign structure to support the digital display areas. The site where the billboard will be removed will be restored to a paved area, blending in with the immediate surroundings. Because of the limited earthwork involved in the project, there will be no impacts related to soil erosion or loss of topsoil.

- 3) *Less than Significant Impact/Reviewed Under Previous Document.* The GP EIR stated that impacts relating to soil stability as a result of implementation of the General Plan would be minor (GP DEIR, p. 4.8-23). Primary concerns with soil stability in the city are associated with shrink/swell potential—the potential of soils to expand during wet seasons and shrink during dry seasons. Impacts due to soil stability would be mitigated through consistency with the UBC and the CBC (GP DEIR, p. 4.8-24). Therefore, the impact of the General Plan was found to be less than significant.

The soils underlying the project site do not present a geologic hazard due to very low shrink-swell potential. Construction of the sign will occur in compliance with the California Building

Code, ensuring any possible geologic issue would be fully addressed; therefore, this impact is considered less than significant.

- 4) *Less than Significant Impact/Reviewed Under Previous Document.* See c) above.
- 5) *No Impact/Reviewed Under Previous Document.* The project involves installation of a digital freeway sign and does not require connection to any wastewater disposal system. There is no impact.



|                                                                                                                                                | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact        | No Impact                           | Reviewed Under Previous Document |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|-------------------------------------|-------------------------------------|----------------------------------|
| <b>VII. GREENHOUSE GAS EMISSIONS</b> Would the project:                                                                                        |                                |                                                           |                                     |                                     |                                  |
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?                    | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>         |
| b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>         |

### AFFECTED ENVIRONMENT

Since the early 1990's, scientific consensus holds that the world's population is releasing greenhouse gases (GHG) faster than the earth's natural systems can absorb them. These gases are released as byproducts of fossil fuel combustion, waste disposal, energy use, land-use changes, and other human activities. This release of gases, such as carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), and nitrous oxide (N<sub>2</sub>O), creates a blanket around the earth that allows light to pass through but traps heat at the surface, preventing its escape into space. While this is a naturally occurring process known as the greenhouse effect, human activities have accelerated the generation of GHGs beyond natural levels. The overabundance of GHGs in the atmosphere has led to an unexpected warming of the earth and has the potential to severely impact the earth's climate system.

Thresholds of significance illustrate the extent of an impact and are a basis from which to apply mitigation measures. Significance thresholds for GHG emissions resulting from land use development projects have not been established in Sacramento County (the SMAQMD has not yet established significance thresholds for GHG emissions from project operations). Instead, the SMAQMD recommends that lead agencies identify thresholds of significance applicable to the proposed project. SMAQMD guidance (2011) further states that when adopting thresholds of significance, a lead agency may consider thresholds of significance adopted or recommended by other lead agencies, or adopt its own thresholds, provided the decision is supported by substantial evidence.

### DISCUSSION OF IMPACTS

- a) *No Impact.* GHG emissions contribute, on a cumulative basis, to the significant adverse environmental impacts of global climate change. No single project could generate enough GHG emissions to noticeably change the global average temperature. The combination of GHG emissions from past, present, and future projects contributes substantially to the phenomenon of global climate change and its associated environmental impacts and as such is addressed only as a cumulative impact. Implementation of the proposed project would not substantially contribute to increases of GHG emissions that are associated with global climate change. Estimated greenhouse gas emissions attributable to the proposed project are minimal and would be primarily associated with increases of carbon dioxide (CO<sub>2</sub>) from mobile sources associated with project construction and minimal, periodic

maintenance. There are no permanent sources of GHG emissions involved with the proposed project.

Emissions of CO<sub>2</sub> typically constitute a majority of total mobile-source GHGs commonly associated with development projects. To a lesser extent, other GHG pollutants, such as methane (CH<sub>4</sub>), largely generated by natural-gas combustion, and nitrous oxide (N<sub>2</sub>O), would typically have a minor contribution to overall GHG emissions. These pollutants are not associated with this type of development. As indicated above, the SMAQMD does not have an adopted threshold of significance for construction-related or operational-related GHG emissions. However, as described in the Air Quality section above, the proposed project is well below the SMAQMD's screening thresholds for projects that would emit significant emissions, including CO<sub>2</sub>.

Digital billboards are powered by electricity, the production of which may generate emissions of carbon dioxide, a greenhouse gas that has been linked to global climate change. The project applicant estimates the electricity usage of a sample two-sided digital billboard utilizing current technology at approximately 120,000 kilowatt-hours (kWh) per year of electricity, based on a monthly average of 10,000 kWh. The Sacramento Municipal Utility District (SMUD), the electricity provider to the project, provides electricity to its customers from nonrenewable and renewable sources through its voluntary Greenergy program. This project will participate in the Greenergy program. Additionally, as required by the City's Zoning Code, the project proposes to remove an existing billboard and an existing electronic sign, the elimination of which would reduce the total electricity usage of Clear Channel Outdoor billboards within the city as a whole. The applicant has indicated that the signs will be installed utilizing the best possible technology available today. However, as technology is refined, the signs may be updated with more efficient technology and a reduction in overall electricity usage would be likely to occur.

While project approval may alter the electrical usage and result in additional carbon emissions temporarily from construction vehicles and the generation of power needed for the sign, the installation of the proposed digital sign would not have a significant environmental effect related to greenhouse gas emissions or climate change. Given the small size of this project, it is likely that GHG emissions associated with the project are negligible and wouldn't exceed any threshold were one adopted. Additionally, the removal of a billboard and electronic sign in conjunction with the installation of the digital freeway sign will further reduce the overall increase in electricity usage resulting from the project. Since there are no established thresholds of significance against which to measure the impacts, the quantitative assumption is that the proposed project's contribution to the overall issue of global warming is highly limited and considered negligible. The project also includes light sensor controls and the ability to immediately respond to technology improvements, which are beneficial. Therefore, there is no impact.

- b) *Less than Significant Impact.* The City of Rancho Cordova does not have local policies or ordinances with the purpose of reducing greenhouse gas emissions. However, the City is subject to compliance with the Global Warming Solutions Act (AB 32). Therefore, compliance with AB 32 would ensure a less than significant impact.

|                                                                                                                                                                                                                                                                       | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact | No Impact                           | Reviewed Under Previous Document    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|------------------------------|-------------------------------------|-------------------------------------|
| <b>VIII. HAZARDS AND HAZARDOUS MATERIALS</b> Would the project:                                                                                                                                                                                                       |                                |                                                           |                              |                                     |                                     |
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?                                                                                                                               | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?                                                                       | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?                                                                                                        | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?                                        | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within 2 miles of a public airport or a public use airport, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?                                                                                                           | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?                                                                                                                                           | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?                                                 | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

### DISCUSSION OF IMPACTS

- 1) *No Impact/Reviewed Under Previous Document.* The GP EIR identified potential impacts to the public or the environment through the routine transport, use, or disposal of hazardous materials (GP DEIR, pp. 4.4-23 and -24). Impacts concerned transportation of hazardous materials on the roadway network within the city and the routine use, storage, and disposal of hazardous materials related to construction during development and redevelopment in the city. Adherence to General Plan policies and federal, state, and local regulations regarding hazardous material were found to reduce potential impacts of the General Plan to a less than significant level (GP DEIR, pp. 4.4-24 and -28).

The proposed project involves installation of a digital freeway sign and does not involve the routine transport, use, or disposal of hazardous materials. Construction activities would use a

limited quantity of hazardous materials, including fuels (gasoline and diesel) and oils and lubricants. While these products may contain known hazardous materials, the limited volume of material would not be adequate to create a significant hazard to the public. Operation of the proposed digital freeway sign does not involve the routine transport, use, or disposal of hazardous materials. There is no impact.

- 2) *No Impact/Reviewed Under Previous Document.* The GP EIR described potential impacts related to the accidental release of hazardous materials (GP DEIR, pp. 4.4-24 through -28). Primary sources of potential accidental release concerned transformers containing polychlorinated biphenyls (PCB), groundwater pollution, and underground storage tanks. Consistency with City policies and action items, as well as with all applicable federal, state, and local regulations, would result in a less than significant impact from the General Plan (GP DEIR, p. 4.4-28).

See a) above.

- 3) *No Impact/Reviewed Under Previous Document.* The GP EIR discussed the siting of public schools as being subject to the siting requirements of the California Department of Education (GP DEIR, p. 4.4-25). In addition to CEQA review, potential school sites will be reviewed by various agencies to ensure the new school site is safe from toxic hazards (GP DEIR, p. 4.4-25). General Plan policies and actions will reduce the potential impacts of the General Plan from hazardous materials transport, use, and storage from surrounding uses, including school sites, to a less than significant level (GP DEIR, p. 4.4-28).

See a) above for project-specific discussion related to hazardous materials usage. There are no schools within a quarter-mile radius of the project site. There would be no impact.

- 4) *No Impact/Reviewed Under Previous Document.* The GP EIR included information regarding federal and state listed hazardous materials sites as well as a map of such sites (GP DEIR, pp. 4.4-2 through -10). These sites included leaking underground storage sites, groundwater contamination plumes, PCB-contaminated sites related to prior rocket engine testing (Aerojet/Gencorp), and other smaller sites (GP DEIR, pp. 4.4-5 and -6). Impact discussions were included in discussions of accidental release of hazardous materials [see b) above] and were found to be less than significant due to compliance with federal, state, and local laws and regulations (GP DEIR, p. 4.4-28).

The project site is not located on a hazardous materials sites list. There would be no impact.

- 5) *No Impact/Reviewed Under Previous Document.* The GP EIR identified potential impacts of development within an airport land use plan (GP DEIR, p. 4.4-28). The Mather Airport Comprehensive Land Use Plan (CLUP) Safety Restriction Area overlies several portions of the city, restricting development in those areas to uses allowed within the CLUP. Adherence to General Plan policies, federal regulations, the CLUP, and Mather Airport Planning Area provisions would reduce the potential for safety hazards. Therefore, the General Plan was found to have a less than significant impact (GP FEIR, p. 4.0-29).

The project site is not located within the CLUP area of the Sacramento Mather Airport and is not within 2 miles of the facility. Implementation of the proposed project would not adversely affect operations of this facility, and it is not anticipated to result in safety-related hazards or adverse impacts to people working on the project site. Therefore, there is no impact.

- 6) *No Impact*. The proposed project is not located within 2 miles of any private airstrip; therefore, no impact would occur as a result of the project.
- 7) *No Impact/Reviewed Under Previous Document*. The GP EIR analyzed potential impacts that could impair implementation or physically interfere with the Sacramento County Multi-Hazard Disaster Plan (GP DEIR, p. 4.4-29). The GP EIR found that implementation of the proposed roadway system within the General Plan would improve city roadway connectivity, allowing for better emergency access to residences as well as evacuation routes and resulting in a net positive effect on implementation success of the Sacramento County Multi-Hazard Disaster Plan. Therefore, the General Plan was found to have a less than significant impact (GP DEIR, p. 4.4-29).

The proposed project would not conflict with the Sacramento County Multi-Hazard Disaster Plan, the Sacramento County Area Plan, or any other adopted emergency response or evacuation plan; therefore, there is no impact.

- 8) *No Impact/Reviewed Under Previous Document*. The GP EIR identified potential impacts of safety hazards associated with wildland fires due to the construction of residential areas adjacent to open space and natural areas (GP DEIR, p. 4.12-9). Adoption of General Plan policies and action items, as well as required project review by the Sacramento Metropolitan Fire District (SMFD), would ensure minimal impacts to residential areas from wildland fires, resulting in a less than significant impact from implementation of the General Plan (GP DEIR, p. 4.12-10).

The project site is located in an urbanized area of the city and is not contiguous to a designated high fire area associated with any designated wildland area. Development of the proposed project would not expose people or structures to an increased risk of wildland fires. Therefore, there is no impact.

|                                                                                                                                                                                                                                                                                                                                                                                               | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact        | No Impact                           | Reviewed Under Previous Document    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>IX. HYDROLOGY AND WATER QUALITY</b> Would the project:                                                                                                                                                                                                                                                                                                                                     |                                |                                                           |                                     |                                     |                                     |
| a) Violate any water quality standards or waste discharge requirements?                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?                                                                                                                                                           | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?                                                                                                                      | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?                                                                                                                                                                                                        | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| f) Otherwise substantially degrade water quality?                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?                                                                                                                                                                                                                          | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of a failure of a levee or dam?                                                                                                                                                                                                                             | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            |
| j) Inundation by seiche, tsunami, or mudflow?                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

## DISCUSSION OF IMPACTS

a-i) *Less than Significant Impact/Reviewed Under Previous Document.* The GP EIR identified potential surface water and groundwater quality impacts that would occur as a result of implementation of the General Plan (GP DEIR, pp. 4.9-34 through -40). Both impacts of the General Plan were found to be less than significant with implementation of City policies and action items as well as compliance with the City's National Pollutant Discharge Elimination System (NPDES) permit conditions.

Construction and operation of the digital freeway sign would not result in any violation of water quality standards or waste discharge requirements. The project site is located within a developed industrial center with appropriate storm drain facilities to address any runoff issues. Further, the proposed project will comply with all applicable provisions of the City's stormwater pollution prevention program, best management practices (BMPs), and applicable local ordinances and state requirements, which would ensure that the construction activities would have a less than significant impact.

The project does not require connection to any groundwater supply nor does it involve a substantial increase in impervious surfaces that would impact groundwater recharge. Extensive grading and other earthwork are not required. The area where the billboard will be removed will be returned to the surface type (i.e., paved) immediately surrounding the billboard pole base. None of these activities would substantially alter the existing drainage pattern of the respective sites. The project site is not located within designated 100-year flood zones nor does the project include any structures that would impede any flood flows, were any to occur in the area.

- j) *No Impact.* The project site is not located near the Pacific Ocean nor is it near a large water body that would be capable of creating seiches or tsunamis. The project site is characterized by generally flat terrain, as is the surrounding area; therefore, there would also be no mudflows on or near the project site.

|                                                                                                                                                                                                                                                                                                              | Potentially<br>Significant<br>Impact | Less than<br>Significant<br>Impact with<br>Mitigation<br>Incorporated | Less than<br>Significant<br>Impact | No<br>Impact                        | Reviewed<br>Under<br>Previous<br>Document |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------|------------------------------------|-------------------------------------|-------------------------------------------|
| <b>X. LAND USE AND PLANNING</b> Would the project:                                                                                                                                                                                                                                                           |                                      |                                                                       |                                    |                                     |                                           |
| a) Physically divide an existing community?                                                                                                                                                                                                                                                                  | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan?                                                                                                                                                                                                            | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |

### DISCUSSION OF IMPACTS

- 1) *No Impact.* The proposed project involves installation of a digital freeway sign within an existing developed *industrial* site. The sign will not alter or interfere with the ongoing use of the properties for private business operations. There is no impact.
- 2) *No Impact.* The project involves installation of a digital freeway sign within an existing developed industrial site *in* the Digital Freeway Overlay Zone. As proposed, the sign is consistent with all applicable development regulations. There are no conflicts with any land use policies or plans. There is no impact.
- 3) *No Impact.* Currently, there is no adopted habitat conservation plan or natural community conservation plan in *Sacramento* County; therefore, there is no impact.



|                                                                                                                                                                        | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact | No Impact                           | Reviewed Under Previous Document    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|------------------------------|-------------------------------------|-------------------------------------|
| <b>XI. MINERAL RESOURCES</b> Would the project:                                                                                                                        |                                |                                                           |                              |                                     |                                     |
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?                                 | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

### DISCUSSION OF IMPACTS

a-b) *No Impact/Reviewed Under Previous Document.* The GP EIR identified potential impacts resulting from the loss of availability of mineral resources in the General Plan Planning Area (GP DEIR, pp. 4.8-26 through -27). Only those areas already identified as either MRZ-2 or as containing existing mining operations were expected to be impacted by development of the General Plan Planning Area (GP DEIR, p. 4.8-26). Even with adoption of City policies and action items regarding mineral resources and mining, the General Plan would still have a significant and unavoidable impact (GP DEIR, p. 4.8-27).

The proposed project involves installation of a digital freeway sign within an existing developed industrial site. No mineral resources would be lost upon implementation of the proposed project. There is no impact.

|                                                                                                                                                                                                                                                                            | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact | No Impact                           | Reviewed Under Previous Document    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|------------------------------|-------------------------------------|-------------------------------------|
| <b>XII. NOISE</b> Would the project result in:                                                                                                                                                                                                                             |                                |                                                           |                              |                                     |                                     |
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies?                                                                                      | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?                                                                                                                                                                    | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?                                                                                                                                             | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?                                                                                                                                 | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) For a project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?                                                                                                             | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

## DISCUSSION OF IMPACTS

- a-f) *No Impact/Reviewed Under Previous Document.* The GP EIR addressed increases in noise levels as a result of buildout of the General Plan (GP DEIR, pp. 4.7-20 through -30). Significant and unavoidable impacts were expected due to construction noise, increased traffic noise, and the potential construction of noise-generating land uses (GP DEIR, pp. 4.7-22, -27, and -30). Policies and action items included in the General Plan would reduce these impacts; however, various factors exist throughout the Planning Area that would make total mitigation impossible. Therefore, the impact of the General Plan remained significant and unavoidable.

The proposed project involves installation of a digital freeway sign within an existing developed industrial site. The proposed sign would not generate ongoing noise. There are no sensitive receptors in close proximity to the project site. Construction noise will occur in the immediate vicinity of the site; however, given the lack of sensitive receptors and the proximity of the state highway (Highway 50), temporary construction noise is not expected to cause adverse impacts. The project is not located within the Comprehensive Land Use Plan Area (CLUP) of the Sacramento Mather Airport, nor is it within 2 miles of any airport. There is no impact associated with construction or operation of the proposed digital freeway sign.

|                                                                                                                                                                                             | Potentially<br>Significant<br>Impact | Less than<br>Significant<br>Impact with<br>Mitigation<br>Incorporated | Less than<br>Significant<br>Impact | No<br>Impact                        | Reviewed<br>Under<br>Previous<br>Document |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------|------------------------------------|-------------------------------------|-------------------------------------------|
| <b>XIII. POPULATION AND HOUSING</b> Would the project:                                                                                                                                      |                                      |                                                                       |                                    |                                     |                                           |
| a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)? | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?                                                                       | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?                                                                                 | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |

### DISCUSSION OF IMPACTS

- a–c) *No Impact.* The proposed project involves installation of a digital freeway sign within an existing developed industrial site. There will be no impact on population growth or displacement of housing.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact        | No Impact                           | Reviewed Under Previous Document |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|-------------------------------------|-------------------------------------|----------------------------------|
| <b>XIV. PUBLIC SERVICES</b><br><br>Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services: |                                |                                                           |                                     |                                     |                                  |
| a) Fire protection?                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>         |
| b) Police protection?                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>         |
| c) Schools?                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>         |
| d) Parks?                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>         |
| e) Other public facilities?                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>         |

### EXISTING SETTING

The proposed project site is located within the following public service districts:

- Fire Protection: Sacramento Metropolitan Fire District (SMFD)
- Police Protection: Rancho Cordova Police Department (RCPD)
- School District: Folsom Cordova Unified School District (FCUSD)
- Park District: Cordova Recreation and Park District (CRPD)
- Electrical Service: Sacramento Municipal Utility District (SMUD)

The proposed project involves the installation of a digital freeway sign and the removal of an existing traditional billboard. Support from any public service provider, other than the Sacramento Municipal Utility District (SMUD), is not required. The new digital sign will provide support to various law enforcement agencies by providing real-time use of the digital messaging technology for Amber Alerts and other public safety messages.

### DISCUSSION OF IMPACTS

- 1) *No Impact.* The proposed project involves installation of a digital freeway sign within an existing developed industrial site. Fire protection services are not required by the project. There is no impact.
- 2) *No Impact.* The proposed project involves installation of a digital freeway sign within an existing developed industrial site. Police protection services are not required by the project. There is no impact.
- 3) *No Impact.* The proposed project involves installation of a digital freeway sign within an existing developed industrial site. School services are not required by the project. There is no impact.

- 4) *No Impact.* The proposed project involves installation of a digital freeway sign within an existing developed *industrial* site. Parks services are not required by the project. There is no impact.
- 5) *Less than Significant Impact.* The proposed digital freeway sign will require electricity to operate, which will be provided by SMUD. SMUD generates, transmits, and distributes electricity to a 900-square-mile territory of Sacramento County and a small portion of Placer County. SMUD provides electricity from a number of sources, including the traditional power grid, as well as from the renewable energy sources of solar, wind, and hydroelectric. As indicated previously, the digital freeway sign is estimated to require approximately 120,000 kWh of electricity per year with the most energy-efficient technology available at this time. The sign will be provided with 100 amperage (amp) service, approximately one-half of typical residential service. The anticipated annual power usage for the sign is equivalent to a highly active residential unit or a large office building. According to SMUD, the estimated electricity usage of the proposed sign is not an overly large use of electricity, is well within SMUD's ability to provide power, and will not result in substantial adverse impacts on the electricity system of the SMUD service area. The proposed project's impacts to SMUD's provision of electrical service would be less than significant.

|                                                                                                                                                                                                                | Potentially<br>Significant<br>Impact | Less than<br>Significant<br>Impact with<br>Mitigation<br>Incorporation | Less than<br>Significant<br>Impact | No<br>Impact                        | Reviewed<br>Under<br>Previous<br>Document |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------------------------------------|------------------------------------|-------------------------------------|-------------------------------------------|
| <b>XV. RECREATION</b>                                                                                                                                                                                          |                                      |                                                                        |                                    |                                     |                                           |
| a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/>             | <input type="checkbox"/>                                               | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| b) Does the project include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?                      | <input type="checkbox"/>             | <input type="checkbox"/>                                               | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |

### DISCUSSION OF IMPACTS

a-b) *No Impact*. See d) of checklist XIV, Public Services.

|                                                                                                                                                                                                                                                                                                                                                                                                                                | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact        | No Impact                           | Reviewed Under Previous Document    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>XVI. TRANSPORTATION/TRAFFIC</b> Would the project:                                                                                                                                                                                                                                                                                                                                                                          |                                |                                                           |                                     |                                     |                                     |
| a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?       | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?                                                                                                                                                                                                                                                                | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?                                                                                                                                                                                                                                                                         | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| e) Result in inadequate emergency access?                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?                                                                                                                                                                                                                                         | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

## DISCUSSION OF IMPACTS

- 1) *No Impact/Reviewed Under Previous Document.* The GP EIR analyzed traffic impacts to the existing roadway network in the General Plan Planning Area as a result of the population, dwelling unit, and employee increases expected to occur with implementation of the General Plan (GP DEIR, pp. 4.5-27 through -45). Several new roadways and improvement of existing roadways were described in the General Plan in order to address the additional expected traffic load. However, even with these improvements and adherence to City policies and action items, the impact of the General Plan would remain significant and unavoidable (GP DEIR, p. 4.5-42).

The project involves installation of a digital freeway sign within an existing developed industrial site. The proposed sign will not interfere with or disrupt the continued functionality of the parking lot in which it will be located. Traffic entering the public roadway will continue to do so in its current manner, undisturbed by the proposed project. The construction and operation of the proposed digital billboard will not result in an appreciable increase in vehicle trips. Other than trips generated by construction and periodic maintenance of the

sign, no other vehicle trips will be made as a result of the project. The proposed project will not result in level of service impacts beyond those projected in the General Plan. The project will not adversely impact traffic nor will it conflict with the City's Circulation Plan. Therefore, there is no impact.

- 2) *No Impact/Reviewed Under Previous Document.* See a) above.
- 3) *No Impact/Reviewed Under Previous Document.* The GP EIR analyzed safety and hazards impacts related to the provision of land uses within the Mather Airport Comprehensive Land Use Plan (CLUP) and their impact on safety related to air traffic in and out of the airport (GP DEIR, pp. 4.4-28 and -29). The General Plan established the Mather Planning Area that corresponds to the Master Plan boundaries of the Sacramento Mather Airport. Policies included in the General Plan were more stringent than the safety restrictions of the Mather CLUP (GP DEIR, p. 4.4-28). Consistency with City policies and action items, as well as with the requirements of the Mather CLUP, would ensure less than significant impacts from implementation of the General Plan (GP DEIR, p. 4.4-29).

The proposed project does not involve any aviation-related uses and is not located within 2 miles of the Sacramento Mather Airport. The project site is not located within the airport safety zones or within the approach and departure paths for aircraft using the airport. There is no impact.

- 4) *Less than Significant Impact/Reviewed Under Previous Document.* The GP EIR analyzed potential impacts related to roadway safety as a result of implementation of the General Plan (GP DEIR, p. 4.5-48). The City's design standards for roadways, as well as land use planning and other City policies, would ensure that impacts of the General Plan related to roadway safety are less than significant (GP DEIR, p. 4.5-48).

The project involves installation of a digital freeway sign within an existing developed industrial site along Highway 50 within the city limits. The sign employs digital technology to allow for periodic changes in the sign display, which has generally raised concerns regarding the impact this signage type may have on traffic safety by distracting driver attention and vision. While the signs do not involve a hazardous design feature, the concerns related to these types of signs could be considered a hazard to motorists on Highway 50.

The Federal Highway Administration (FHWA), in agreement with the California Department of Transportation (Caltrans), has addressed various issues related to signage along highway corridors to ensure continued driver safety. Signage along the highway corridor is reviewed by Caltrans for consistency with FHWA standards as well as consistency with the California Outdoor Advertising Act. These standards include ensuring signs do not imitate or resemble official traffic signs or interfere with the function of official traffic signage. With regard to digital freeway signs specifically, Caltrans requires, at minimum, consistent with the FHWA agreement, that digital freeway signs meet lighting, message timing, and separation standards. The 2011 edition of the Outdoor Advertising Act provides the framework for review and permitting of the sign by Caltrans.

Section 23.743.150, Digital Freeway Signs Overlay, of the City's Zoning Code establishes development standards for the proposed digital freeway sign that exceed the requirements enforced by Caltrans. The City's code standards include:

- 8-second minimum message display timing
- 2,500-foot minimum spacing between digital signs along the Highway 50 corridor



- 0.3 foot-candle lighting minimum, including technology that adjusts the light level of the sign as it relates to the changing ambient light level surrounding the sign
- Prohibition against flashing, animation, or simulated movement within individual messages to be displayed on the sign

Both the minimum message timing and the distance between signs are double that enforced by Caltrans. Because the City's code exceeds the minimum standards associated with digital signs along state highways established by the FHWA and Caltrans, and the sign must meet the City's code, the proposed digital billboard will not be located in such a manner as to create hazards along the Highway 50 corridor.

The FHWA has closely monitored the issue of driver inattention as it relates to digital freeway signs. In 2009, the FHWA issued an update on their position on these signs in a report entitled "The Effect of Commercial Electronic Variable Message Signs (CEVMS) on Driver Attention and Distraction: An Update."

The report addresses the basic question of whether a digital billboard along the freeway is associated with a reduction in driver safety to the public. The report researched crash rates in the vicinity of a digital sign, rates of near-crashes (i.e., sudden braking, swerving) in the vicinity of a digital sign, and rate of eye glances away from the roadway in the vicinity of digital signs. Based on the available data, the report suggests a study approach and confirms that there is no definitive conclusion about the presence or severity of adverse safety impacts that may result from installation of a digital freeway sign in a given location. In light of the report, the FHWA continues to recommend the signs be regulated within the existing framework as a means of protecting the public interest.

Conducting a study of an individual digital billboard, to measure and analyze the effects of driver attention to the sign, is difficult. Roadway conditions are unique in the proposed sign location; however, a substantial variety of other factors could also contribute to driver inattention such as other roadway signs, tuning the radio, talking on the phone, eating, talking to other passengers, and possibly many others, making isolating the potential effects of a digital freeway sign impossible. Regulations on sign brightness, message duration, prohibition of message animation, and continuation of vehicle maneuver requirements at interchanges serve to reduce safety concerns to the fullest known extent.

The proposed project would be required to obtain a Conditional Use Permit and a building permit from the City. Following issuance of these permits and upon its own review of the proposed sign, Caltrans would issue a ministerial permit for the sign. Based on the requisite review and adherence to the standards identified above, the impacts regarding potential hazards along the roadway are less than significant.

- 5) *No Impact/Reviewed Under Previous Document.* The GP EIR identified impacts related to emergency access within the General Plan Planning Area (GP DEIR, p. 4.5-48). As the roadway network in the city was to be improved and additional routes were to be added by the General Plan, impacts were found to be less than significant (GP DEIR, p. 4.5-48).

The proposed project involves installation of a digital freeway sign within an existing developed industrial site. The city's existing roadway network will not be altered by the proposed project nor will any future roadway plans be affected. There is no impact.

- 6) *No Impact/Reviewed Under Previous Document.* The GP EIR analyzed potential impacts to transit, pedestrians, and bicycles within the city (GP DEIR, pp. 4.5-49 through -53).

Development of the City's Transit Master Plan and the City's Pedestrian and Bicycle Master Plan would ensure that impacts of the General Plan to these provisions would be less than significant (GP DEIR, pp. 4.5-49 and -50).

The proposed project involves installation of a digital freeway sign within an existing developed industrial site. The City's Transit Master Plan and Pedestrian and Bicycle Master Plan will not be altered by the project. There is no impact.

|                                                                                                                                                                                                                                   | Potentially<br>Significant<br>Impact | Less than<br>Significant<br>Impact with<br>Mitigation<br>Incorporated | Less than<br>Significant<br>Impact | No<br>Impact                        | Reviewed<br>Under<br>Previous<br>Document |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------------------------------|------------------------------------|-------------------------------------|-------------------------------------------|
| <b>XVII. UTILITIES AND SERVICE SYSTEMS</b> Would the project:                                                                                                                                                                     |                                      |                                                                       |                                    |                                     |                                           |
| a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?                                                                                                                               | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?                            | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?                                     | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?                                                                            | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments? | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?                                                                                                            | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |
| g) Comply with federal, state, and local statutes and regulations related to solid waste?                                                                                                                                         | <input type="checkbox"/>             | <input type="checkbox"/>                                              | <input type="checkbox"/>           | <input checked="" type="checkbox"/> | <input type="checkbox"/>                  |

## DISCUSSION OF IMPACTS

- a–g) *No Impact*. The proposed project involves installation of a digital freeway sign within an existing developed industrial site. Connections to the public water, wastewater, and storm drain systems are not required by the project. The project will not generate solid waste. There is no impact.

7)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Potentially Significant Impact | Less than Significant Impact with Mitigation Incorporated | Less than Significant Impact        | No Impact                           | Reviewed Under Previous Document    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| <b>XVIII. MANDATORY FINDINGS OF SIGNIFICANCE</b>                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                                                           |                                     |                                     |                                     |
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of rare or endangered plants or animals, or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c) Does the project have impacts that are individually limited, but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.                                                                                                                            | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| d) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>       | <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

### DISCUSSION OF IMPACTS

- 1) *No Impact/Reviewed Under Previous Document.* As demonstrated in checklists I through XVII above, the proposed project does not have the potential to result in impacts to biological resources or historical resources.
- 2) *Less than Significant Impact/Reviewed Under Previous Document.* The proposed project would be required to adhere to all Rancho Cordova General Plan policies, ensuring that the City's long-term environmental goals are adhered to. Therefore, the proposed project would have a less than significant impact.
- 3) *Less than Significant Impact/Reviewed Under Previous Document.* Section 4.0 of this IS/ND addresses the proposed project's contribution to impacts in the cumulative setting. There are no other past, current, or future projects associated with this project that would contribute to a substantial cumulative impact; therefore, this impact is considered less than significant.
- 4) *Less than Significant Impact/Reviewed Under Previous Document.* See a) above. The project includes installation of a digital freeway sign within an urbanized industrial area of the city. There are no substantial adverse effects on human beings anticipated by construction or operation of the signs. Therefore, this impact is considered less than significant.



---

# **CUMULATIVE IMPACTS**

---



## **4.1 INTRODUCTION**

This section addresses the proposed project's potential to contribute to cumulative impacts in the region. California Environmental Quality Act (CEQA) Guidelines Section 15355 defines cumulative impacts as "two or more individual effects that, when considered together, are considerable or which compound or increase other environmental impacts." A project's incremental effects are considered significant if they are "cumulatively considerable" (CEQA Guidelines Sections 15065[a][3] and 15130[a]). "Cumulatively considerable" means the incremental effects of the project are considerable when viewed in connection with the effects of past, current, and future projects (see also CEQA Guidelines Appendix G, Section XVII).

## **4.2 CUMULATIVE SETTING**

The cumulative setting establishes the area of effect in which the cumulative impact has been identified and inside which it will occur. Different cumulative settings can be established for each individual impact or impact area (checklist area). As the proposed project is a subsequent project within the scope of activities and land uses studied in the General Plan, and as this Initial Study/Negative Declaration (IS/ND) is tiered from the Rancho Cordova General Plan EIR (GP EIR), the cumulative setting for the proposed project is identical to the cumulative settings identified in the GP EIR.

## **4.3 PREVIOUS CUMULATIVE ANALYSIS WITHIN THE CUMULATIVE SETTING**

The GP EIR identified several cumulative impacts where expected development and establishment of the roadway network in the city, when combined with other planned, proposed, and approved development and roadway infrastructure projects in the area, would have a significant impact on the environment. The following impact areas were found in the GP EIR to have cumulative impacts that would be cumulatively considerable:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Hydrology and Water Quality (water supply)
- Land Use and Planning
- Mineral Resources
- Noise (both traffic-related and stationary)
- Population and Housing
- Utilities and Service Systems (water treatment and wastewater infrastructure)
- Transportation/Traffic (traffic congestion)



Areas in which cumulative impacts were found in the GP EIR to be less than cumulatively considerable were:

- Geology and Soils
- Hazards and Hazardous Materials
- Public Services
- Recreation

#### **4.4 CUMULATIVE IMPACT ANALYSIS**

The proposed project is a subsequent project within the scope of activities and land uses studied in the GP EIR. The proposed project is substantially consistent with the General Plan in use, design, and density. Cumulative impacts identified in the GP EIR as being cumulatively considerable are largely due to increases in dwelling units, residents, and employees. As the proposed project would not contribute to increases in dwelling units, residents, employees in the city, the proposed project's incremental contribution to the cumulatively considerable impacts listed in Subsection 4.3 would not be cumulatively considerable.

Consistency with City policies, action items, ordinances, and other requirements would reduce the proposed project's incremental contribution to the above cumulative impacts. However, the proposed project's incremental contribution to the above cumulative impacts would not be cumulatively considerable. Furthermore, since the project's incremental contribution is not significant, no mitigation measures are required and no design elements or project characteristics need to be addressed.

Development of the proposed project site would not result in any project-specific contribution to cumulative impacts that were not identified in the program EIR. As the GP EIR found that cumulative impacts in the above areas were cumulatively considerable and because the proposed project is substantially consistent with and described in the program EIR, no further environmental analysis is required pursuant to Public Resources Code Section 21083.3.

The 2006 GP EIR did not consider climate change impacts, which are only relevant in the cumulative condition. A detailed analysis of this project's potential greenhouse gas (GHG) emissions/impacts is included in Section 3.0 of this Initial Study/Negative Declaration. No potentially significant project-specific or cumulative impacts to GHG emissions were identified, and no mitigation measures are required. No further environmental analysis with respect to GHG emissions is required pursuant to Public Resources Code Section 21083.3.

---

# DETERMINATIONS

---



## 5.0 DETERMINATION

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- ▣ I find that, although the proposed project could have a significant effect on the environment, however; there will not be a significant effect in this case because the mitigation measures described in Section 3.0 of this document have been added to the project. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- ▣ I find that the proposed project MAY have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- ▣ I find that the proposed project **MAY** have a significant effect(s) on the environment, but one or more of such significant effects: (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- ▣ I find that although the proposed project could have a significant effect on the environment, all potentially significant effects: (a) have been analyzed and adequately addressed in an earlier EIR pursuant to applicable standards, or (b) have been avoided or mitigated pursuant to that earlier EIR, previous Mitigated Negative Declaration, or this Subsequent Mitigated Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project.

Signature: \_\_\_\_\_

Date: December 21, 2012

Printed name: Jessica Jordan

For: City of Rancho Cordova



---

# **REPORT PREPARATION AND CONSULTATIONS**

---



## **6.1 REPORT PREPARATION AND CONSULTATIONS**

### **CITY OF RANCHO CORDOVA – LEAD AGENCY**

|                |                           |
|----------------|---------------------------|
| Paul Junker    | Planning Director         |
| Jessica Jordan | Senior Planner            |
| Bret Sampson   | Environmental Coordinator |





---

## REFERENCES

---



## 7.1 REFERENCES

- California Department of Transportation. 2011. *Outdoor Advertising Act and Regulations, 2011 Edition*.
- City of Rancho Cordova. 2006a. *Rancho Cordova General Plan Draft Environmental Impact Report*.
- . 2006b. *Rancho Cordova General Plan Final Environmental Impact Report*.
- . 2006c. *Rancho Cordova General Plan: Final Adopted Version*.
- FHWA (Federal Highway Administration). 2009. *The Effects of Commercial Electronic Variable Message Signs (CEVMS) on Driver Attention and Distraction: An Update*. Publication No. FHWA-HRT-09-018. <http://www.fhwa.dot.gov/realestate/cevms.pdf>.
- SMAQMD (Sacramento Metropolitan Air Quality Management District). 1994. *Air Quality Thresholds of Significance*.
- . 2009. *Guide to Air Quality Assessment in Sacramento County*.
- . 2011. *Guide to Air Quality Assessment in Sacramento County*. Updated 2011



Edmund G. Brown Jr.  
Governor

STATE OF CALIFORNIA  
Governor's Office of Planning and Research  
State Clearinghouse and Planning Unit



Ken Alex  
Director

January 23, 2013

Jessica Jordan  
City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

Subject: Clear Channel Digital Freeway Sign Conditional Use Permit and Operating Agreement  
SCH#: 2012122048

Dear Jessica Jordan:

The State Clearinghouse submitted the above named Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on January 22, 2013, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan  
Director, State Clearinghouse

Enclosures

cc: Resources Agency

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044  
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

**SCH#** 2012122048  
**Project Title** Clear Channel Digital Freeway Sign Conditional Use Permit and Operating Agreement  
**Lead Agency** Rancho Cordova, City of

**Type** **Neg** Negative Declaration  
**Description** CUP and Operating Agreement for a digital freeway sign at the Sports Complex project site (APN 069-0130-008, -017). Activities at this location will include conversion of an existing traditional billboard to a digital freeway sign. The conversion will rely upon the existing billboard sign structure, covering the existing pole in decorative cladding, and changing out the existing sign faces to smaller, digital display areas (see Figure 4). The sign will not move in an east/west direction nor will it get any closer to Highway 50. Additionally, the existing electronic sign located on the site's monument sign will be removed. As required by the Zoning Code standards regulating digital freeway signs, the project will also include removal of a traditional billboard located at the southeast corner of Folsom Boulevard and Zinfandel Drive.

**Lead Agency Contact**

**Name** Jessica Jordan  
**Agency** City of Rancho Cordova  
**Phone** 916 851 8756 **Fax**  
**email**  
**Address** 2729 Prospect Park Drive  
**City** Rancho Cordova **State** CA **Zip** 95670

**Project Location**

**County** Sacramento  
**City** Rancho Cordova  
**Region**  
**Lat / Long**  
**Cross Streets** Folsom Boulevard, Citrus Road  
**Parcel No.** 069-0130-008, -017  
**Township** **Range** **Section** **Base**

**Proximity to:**

**Highways** Hwy 50  
**Airports**  
**Railways** Sac Regional Transit  
**Waterways**  
**Schools**  
**Land Use** Industrial Development / M-1, Digital Freeway Signs Overlay / Folsom Boulevard Planning Area

**Project Issues** Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Septic System; Sewer Capacity; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian; Growth Inducing; Landuse; Cumulative Effects; Other Issues

**Reviewing Agencies** Resources Agency; Department of Fish and Wildlife, Region 2; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 3 S; Air Resources Board, Transportation Projects; Regional Water Quality Control Bd., Region 5 (Sacramento); Native American Heritage Commission

**Date Received** 12/21/2012 **Start of Review** 12/21/2012 **End of Review** 01/22/2013



## Central Valley Regional Water Quality Control Board

8 January 2013

Jessica Jordan  
City of Rancho Cordova  
2729 Prospect Park Drive  
Rancho Cordova, CA 95670

CERTIFIED MAIL  
7011 2970 0003 8939 8964

### **COMMENTS TO REQUEST FOR REVIEW FOR THE DRAFT NEGATIVE DECLARATION, CLEAR CHANNEL DIGITAL FREEWAY SIGN CONDITIONAL USE PERMIT AND OPERATING AGREEMENT PROJECT, SCH NO. 2012122048, SACRAMENTO COUNTY**

Pursuant to the State Clearinghouse's 21 December 2012 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Draft Negative Declaration* for the Clear Channel Digital Freeway Sign Conditional Use Permit and Operating Agreement Project, located in Sacramento County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

#### **Construction Storm Water General Permit**

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml).

**Phase I and II Municipal Separate Storm Sewer System (MS4) Permits<sup>1</sup>**

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

[http://www.waterboards.ca.gov/centralvalley/water\\_issues/storm\\_water/municipal\\_permits/](http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/).

**Industrial Storm Water General Permit**

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

[http://www.waterboards.ca.gov/centralvalley/water\\_issues/storm\\_water/industrial\\_general\\_permits/index.shtml](http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml).

**Clean Water Act Section 404 Permit**

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

---

<sup>1</sup> Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.



Clear Channel Digital Freeway Sign Conditional - 3 -  
Use Permit and Operating Agreement Project  
Sacramento County

**Clean Water Act Section 401 Permit – Water Quality Certification**

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

**Waste Discharge Requirements**

If USACOE determines that only non-jurisdictional waters of the State (i.e., “non-federal” waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

[http://www.waterboards.ca.gov/centralvalley/help/business\\_help/permit2.shtml](http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml).

If you have questions regarding these comments, please contact me at (916) 464-4684 or [tcleak@waterboards.ca.gov](mailto:tcleak@waterboards.ca.gov).



Trevor Cleak  
Environmental Scientist  
401 Water Quality Certification Program

cc: State Clearinghouse Unit, Governor's Office of Planning and Research, Sacramento

## Conditions of Approval - Draft

|    | <u>Timing/<br/>Implementation</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>Enforcement/<br/>Monitoring</u> | <u>Verification<br/>(date<br/>&amp;<br/>Signature)</u> |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------------------------------|
| 1. | The action approves the Conditional Use Permit and Operating Agreement for the Clear Channel Outdoor Digital Freeway Sign, located at 11335, 11347 Folsom Boulevard (APN 069-0130-008, -017), to refurbish the existing Billboard to a Digital Freeway Sign, as described in the February 4, 2013 staff report and associated attachments. The project includes removal of the existing on-site electronic sign on the subject property and the removal of the existing Billboard at the southeast corner of Folsom Boulevard and Zinfandel Drive. Any significant modification to the project shall require amendment to the Design Review. | PLANNING                           |                                                        |
| 2. | In the event of a legal challenge, this permit shall be withheld pending the outcome of the legal process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | PLANNING                           |                                                        |
| 3. | This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | PLANNING                           |                                                        |
| 4. | 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.                                                                                                                                                                                             | PLANNING                           |                                                        |
| 5. | The 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                                                                                                                                                                                                                                                                                                                                                                                                          | FINANCE                            |                                                        |

City Council- DRAFT  
February 4, 2013

Page 1 of 2

Clear Channel Outdoor Digital Freeway Sign  
Conditional Use Permit and Operating Agreement

## Conditions of Approval - Draft

|    |                                                                                                                                                                                                                                                  |          |          |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|--|
|    | 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. |          |          |  |
| 6. | The project shall comply with all applicable development standards of Section 23.743.150 of the City's Zoning Code.                                                                                                                              | ON-GOING | PLANNING |  |
| 7. | The project and the applicant shall comply with all terms of the Project Operating Agreement for the full duration of sign operation.                                                                                                            | ON-GOING | PLANNING |  |

# RANCHO CORDOVA DESIGN



**Proposed Digital Sign**

## Proposal:

- Rebuild Traditional 18' x 48' as a 14' x 48' Digital
- New Sign would include Decorative Pole Cover
- New Message Center would be tied in with Emergency Message Network
- City would gain Community Messaging on Sign



**Before: 18' x 48' Traditional**



**After: 14' x 48' Digital**

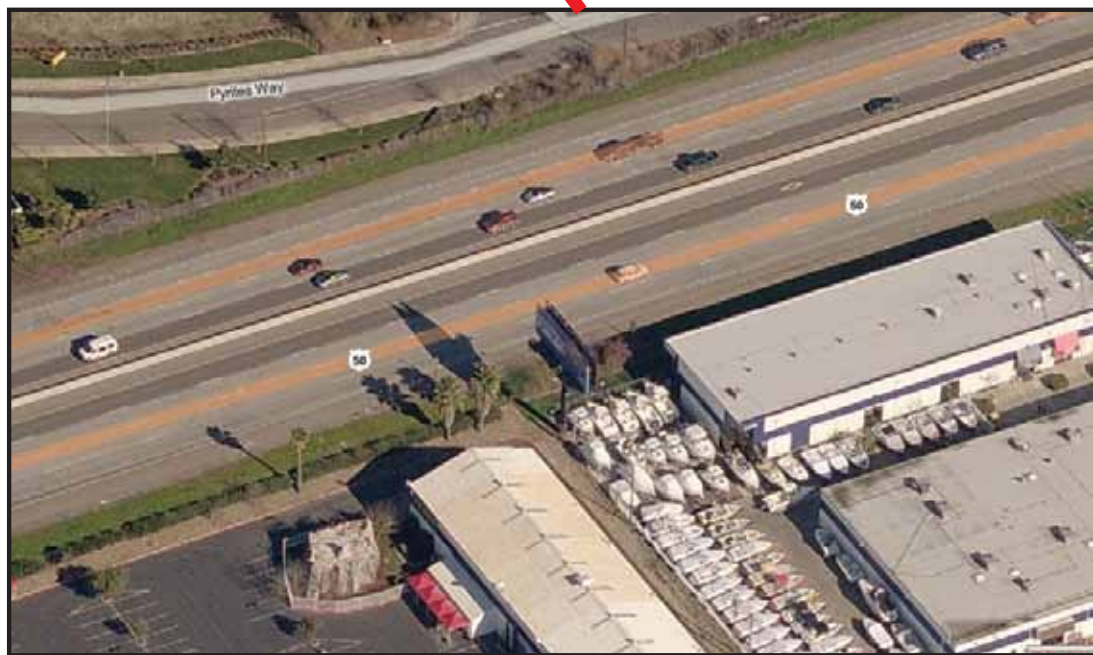




# RANCHO CORDOVA RELOCATION MAP



Proposed Removal



Proposed Re-Build



# RANCHO CORDOVA PROPOSAL

## Proposal:

- Remove 2 Signs in the City of Rancho Cordova (3,000 Sq Ft)
- Build 1 Structure as a 14 x 48 Digital with Decorative Pole Cover
- Results in Net Reduction of Signs and Advertising Sq Ft **(-1,656 Sq Ft)**

## City Benefits:

- Eliminates Surface Street Billboard in Redevelopment Area
- State of the Art Digital Message Center Capable of Supporting Multiple Businesses with Unlimited Creative Possibilities
- CCO Will Enter into Development Agreement for Digital with City to:
  - **Compensate City \$75,000 Signing Bonus and \$50,000 / Year\***
  - **Provide Community Branding and Messaging**
  - **Provide Emergency Messaging**
- City Partners with a Company with a Local History and Presence and a Proven Track Record of Public / Private Partnerships Including:
  - **Sacramento Regional Transit**
  - **Sacramento State**
  - **City of Sacramento**



Before: 18' x 48' Traditional



After: 14' x 48' Digital

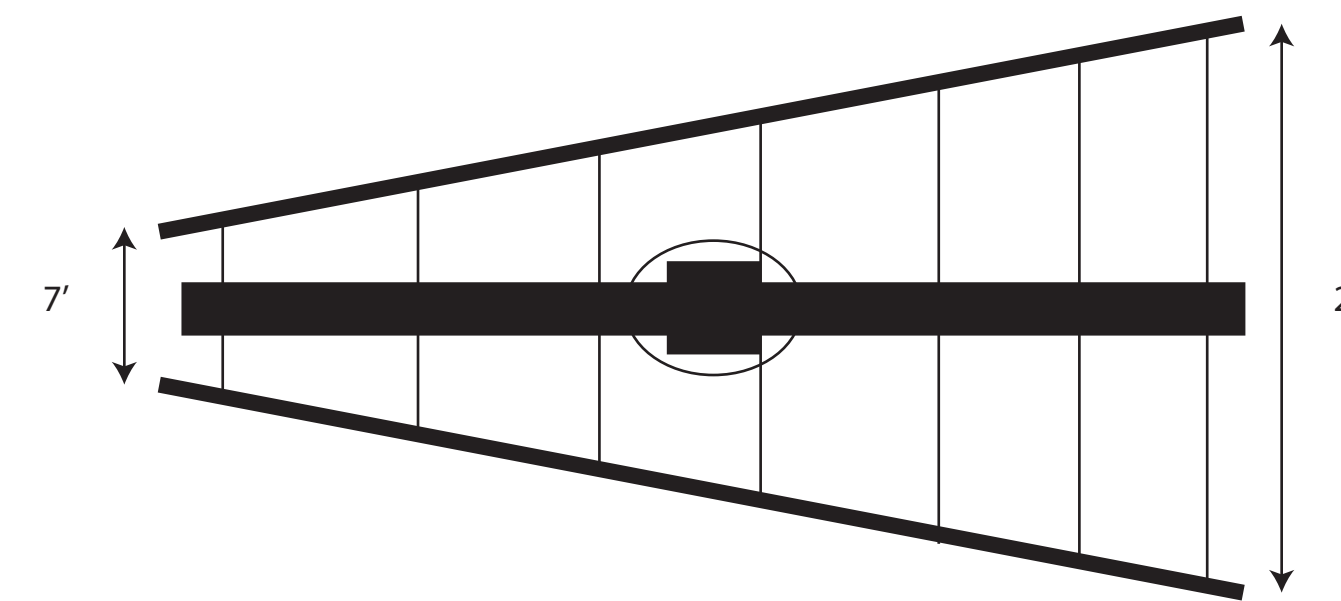


# SIGN DESIGN - SPORTS CENTER



**Proposed Digital Sign**

**Top View:**



**Before: 18' x 48' Traditional**



**After: 14' x 48' Digital**

## Proposal:

- Rebuild Traditional 18' x 48' as a 14' x 48' Digital
- New Sign would include Decorative Pole Cover
- New Message Center would be tied in with Emergency Message Network
- City would gain Community Messaging on Sign
- Existing Sign Height = 60 ft
- Proposed Sign Heights = 55 ft



# SITE PLAN - SPORTS CENTER

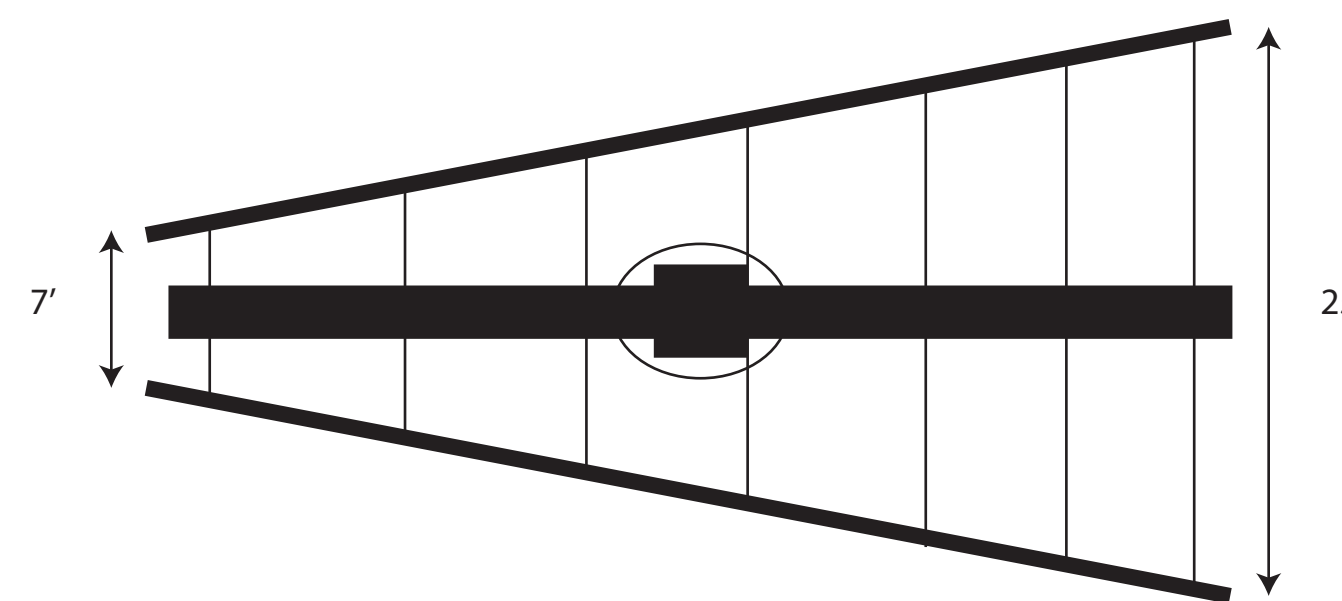


## Proposed Digital Sign

### Proposal:

- We will use existing Sign Footing
- Sign will receive new “Head”
- Sign Column will receive “Pole Cover”
- Sign Height will drop from 60 ft to approximately 55 Ft

### Top View:



Before: 18' x 48' Traditional



After: 14' x 48' Digital





# RANCHO CORDOVA RELOCATION

## SPORTS CENTER:

### REMOVALS:



18' x 48' Traditional 2 Faces - 1,728 sq ft  
Hwy 50 E/O Sunrise



14' x 48' Traditional 1 Face - 672 sq ft  
Folsom and Zinfandel



12' x 25' Traditional 2 Faces - 600 sq ft  
Folsom and Zinfandel

### AFTER:



14' x 48' Digital 2 Faces - 1,344 sq ft  
Hwy 50 E/O Sunrise

NET REDUCTION:  
1 Structure  
1,656 Sq Ft





RENO  
DIVISION

SACRAMENTO  
BRANCH

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.

Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.

Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS



11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

| DESIGNER | DATE    |
|----------|---------|
| R.Tucker | 4/02/12 |
|          |         |
|          |         |
|          |         |
|          |         |
|          |         |

APPROVAL

| CUSTOMER | DATE |
|----------|------|
|----------|------|

| LANDLORD | DATE |
|----------|------|
|----------|------|

| SALES | DATE |
|-------|------|
|-------|------|

| ESTIMATING | DATE |
|------------|------|
|------------|------|

| SURVEY | DATE |
|--------|------|
|--------|------|

DESIGN NUMBER  
**566426**

ARCHIVE NUMBER

SHEET  
CV 1 of 1

167



# CLEARCHANNEL

## OUTDOOR

PYLON POLE COVER

11345 FOLSOM BLVD. @ HWY 50, RANCHO CORDOVA, CA

1 12/20/12  
2 01/15/13

SHEET INDEX

- CV - Cover Page
- SP - Site Map
- Design Page 1 of 4
- Design Page 2 of 4
- Design Page 3 of 4
- Design Page 4 of 4



AERIAL PHOTO

500 FEET

SITE MAP



100 FEET

GENERAL NOTES

SPECIAL INSTRUCTIONS

| SIGN  | PROJECT                 | ELECT. LOAD | SQ FT. |
|-------|-------------------------|-------------|--------|
| 1     | NEW 55' POLE COVER ONLY |             |        |
|       |                         |             |        |
|       |                         |             |        |
|       |                         |             |        |
| TOTAL |                         |             |        |

AGENDA ITEM 15.1

ETHOD OF ATTACHMENT



RENO  
DIVISION

SACRAMENTO  
BRANCH

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.  
Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.  
Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS



11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

DESIGNER DATE  
R.Tucker 4/02/12

APPROVAL

CUSTOMER DATE

LANDLORD DATE

SALES DATE

ESTIMATING DATE

SURVEY DATE

DESIGN NUMBER  
566426

ARCHIVE NUMBER

SHEET  
SP 1 of 1



RENO  
DIVISION

SACRAMENTO  
BRANCH

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.  
Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.  
Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS



11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

DESIGNER DATE  
R.Tucker 4/02/12

APPROVAL

CUSTOMER DATE

LANDLORD DATE

SALES DATE

ESTIMATING DATE

SURVEY DATE

DESIGN NUMBER  
566426

ARCHIVE NUMBER

SHEET 1 of 4

20 FOOT SIDE

5 FOOT SIDE

48'-0"

BRUSHED ALUMN TO  
OVERLAP

RETAINER & SCREW

ALUMINUM PAINTED  
GLOSS WHITE

PERF MTL TO  
OVERLAP

REVEAL DETAIL  
SCALE: NTS

14' X 48' EMC 20MM  
200 X 704 MATRIX

POLE COVER APRON PAINTED CHAMPAGNE  
METALLIC GF5-55832-A (TYPICAL)  
AS PER CLIENTS APPROVAL

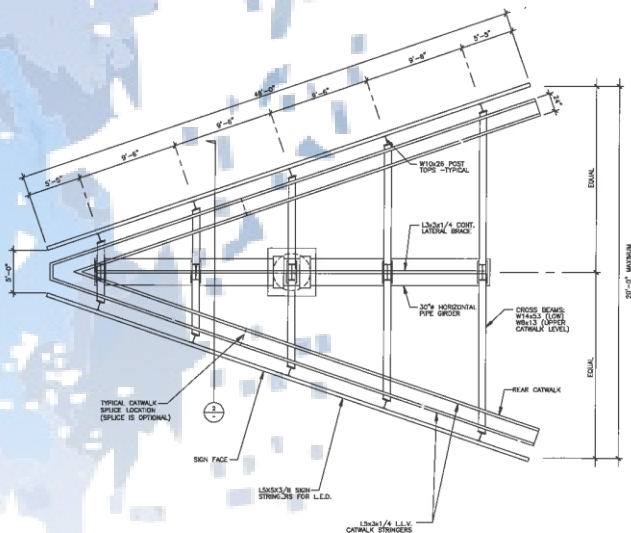
POLE COVER  
(4'-6" X 6' CLAM SHELLLED AROUND PIPE)

POLE COVER PAINTED CHAMPAGNE  
METALLIC GF5-55832-A (TYPICAL)  
AS PER CLIENTS APPROVAL

POLE COVER (INSET) PAINTED SILVER  
METALLIC GF5-77265-A (TYPICAL)  
AS PER CLIENTS APPROVAL

POLE COVER PAINTED CHAMPAGNE  
METALLIC GF5-55832-A (TYPICAL)  
AS PER CLIENTS APPROVAL

POLE COVER  
(4'-6" X 5' CLAM SHELLLED AROUND PIPE)



TOP VIEW

EXISTING 36" POLE

SIDE VIEW

1

NEW POLE OVER FOR EXISTING BILLBOARD STRUCTURE

QUANTITY (1) MANUFACTURE AND DELIVER

SQUARE FOOTAGE: 770.0

SCALE: 1/8" = 1'-0"



ELECTRICAL LOAD:

PRIMARY POWER TO BE PROVIDED BY CUSTOMER

FIELD SURVEY REQUIRED PRIOR TO PRODUCTION





RENO  
DIVISION

SACRAMENTO  
BRANCH

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.

Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.

Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS



11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

| DESIGNER | DATE    |
|----------|---------|
| R.Tucker | 4/02/12 |

APPROVAL

| CUSTOMER | DATE |
|----------|------|
|----------|------|

| LANDLORD | DATE |
|----------|------|
|----------|------|

| SALES | DATE |
|-------|------|
|-------|------|

| ESTIMATING | DATE |
|------------|------|
|------------|------|

| SURVEY | DATE |
|--------|------|
|--------|------|

| DESIGN NUMBER |
|---------------|
| 566426        |

| ARCHIVE NUMBER |
|----------------|
|----------------|

| SHEET  |
|--------|
| 2 of 4 |

170

SCOPE OF WORK:  
■ MANUFACTURE AND INSTALL (2) S/F SIGN CABINETS.

S/F ILLUMINATED CABINETS (2)

FACE:  
■ 3/16" WHITE LEXAN

**A** **B** VINYL:  
■ 3M 3630-167 BRIGHT BLUE, 3M 3630-22 BLACK (WHITE SHOT COPY)

FONTS:  
■ CUSTOMER PROVIDED ARTWORK

CABINET:  
ILLUMINATION:  
■ T-8 LAMPS

RETAINERS:  
■ 1-1/2" FLAT RETAINERS



**2** NEW S/F ILLUMINATED SIGN CABINETS (IMPRINT)  
QUANTITY (2) MANUFACTURE AND DELIVER  
SCALE: 1" = 1'-0"  
SQUARE FOOTAGE: 8.5

**ELECTRICAL LOAD:** 2.1 AMPS @ 120V  
PRIMARY POWER TO BE PROVIDED BY CUSTOMER

FIELD SURVEY REQUIRED PRIOR TO PRODUCTION

EXISTING ELEVATION - SHOWN AT APPROXIMATE RELATIVE SCALE



AGENDA ITEM 15.1

FIELD SURVEY REQUIRED PRIOR TO PRODUCTION



RENO  
DIVISION

SACRAMENTO  
BRANCH

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.

Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.

Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS



11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

|          |         |
|----------|---------|
| DESIGNER | DATE    |
| R.Tucker | 4/02/12 |

APPROVAL

|          |      |
|----------|------|
| CUSTOMER | DATE |
|----------|------|

|          |      |
|----------|------|
| LANDLORD | DATE |
|----------|------|

|       |      |
|-------|------|
| SALES | DATE |
|-------|------|

|            |      |
|------------|------|
| ESTIMATING | DATE |
|------------|------|

|        |      |
|--------|------|
| SURVEY | DATE |
|--------|------|

|               |
|---------------|
| DESIGN NUMBER |
| 566426        |

|                |
|----------------|
| ARCHIVE NUMBER |
|----------------|

|        |
|--------|
| SHEET  |
| 3 of 4 |



ART SUPERIMPOSED ON PHOTO - SHOWN AT APPROXIMATE RELATIVE SCALE



RENO  
DIVISION

SACRAMENTO  
BRANCH

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.

Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.

Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS



11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

|          |         |
|----------|---------|
| DESIGNER | DATE    |
| R.Tucker | 4/02/12 |

APPROVAL

|          |      |
|----------|------|
| CUSTOMER | DATE |
|----------|------|

|          |      |
|----------|------|
| LANDLORD | DATE |
|----------|------|

|       |      |
|-------|------|
| SALES | DATE |
|-------|------|

|            |      |
|------------|------|
| ESTIMATING | DATE |
|------------|------|

|        |      |
|--------|------|
| SURVEY | DATE |
|--------|------|

|               |
|---------------|
| DESIGN NUMBER |
| 566426        |

|                |
|----------------|
| ARCHIVE NUMBER |
|----------------|

|        |
|--------|
| SHEET  |
| 4 of 4 |

FIELD SURVEY REQUIRED PRIOR TO PRODUCTION

**DIGITAL FREEWAY SIGN OPERATING AGREEMENT BY AND BETWEEN  
CITY OF RANCHO CORDOVA AND CLEAR CHANNEL OUTDOOR**

**PARTIES**

This Operating Agreement for a Digital Freeway Sign (hereinafter "Agreement"), dated \_\_\_\_\_, 2012 by and between the **City of Rancho Cordova** (the "City"), a California municipal corporation and **Clear Channel Outdoor, Inc.** ("CCO"), a Delaware corporation.

**RECITALS**

1. **Background.** Rancho Cordova Municipal Code Section 23.743.150 , after all required notices and public hearing, allows for the City to enter into an Operating Agreement to allow for Digital Freeway Signs under certain circumstances; including the permanent removal of pre-existing billboards from within the City. Clear Channel Outdoor has applied for approval to install one Digital Freeway Sign, located at the Sports Complex location, and is hereinafter referred to as "Agreement."

2. **Applicant.** CCO is an outdoor-advertising company that has extensive experience in successfully installing, operating, and maintaining traditional and digital billboards throughout the United States. CCO desires to contract with the owners of certain property within the City for the purpose of installing, operating, and maintaining Digital Freeway Signs, and it has the requisite resources and expertise to do so successfully.

3. **Legal Framework.** For the reasons recited herein, the City has determined that the construction and operation of CCO's proposed outdoor advertising display is a development for which this Agreement is appropriate and is specifically permitted and encouraged by §§ 5412 and 5443.5 of the California Outdoor Advertising Act (Bus. and Prof. Code § 5200 et seq. and Rancho Cordova Municipal Code section 23.743.150).

4. **Public Benefit.** City finds that a substantial public benefit will accrue to City by reason of the advertising revenue that will be generated by CCO's outdoor advertising display and shared with City, which adds value to the community by enabling City to undertake projects, programs and other activities for the benefit of City and its businesses and residents. In addition the City finds that an additional substantial public benefit will accrue to the City by reason of CCO removing presently existing billboards as a material condition of this Agreement for a Digital Freeway Sign. In exchange for providing these public benefits, CCO receives assurance that it may proceed with the construction and operation of CCO's outdoor advertising display and the Project in accordance with ordinances, resolutions and regulations existing as of the date of this Agreement, subject only to the terms and conditions contained herein.



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

### **AGREEMENT**

- 1. Incorporation of Recitals.** The Preamble, the Recitals, and all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in full.
- 2. Definitions.** This section defines the terms: "Agreement Year," "Business Day," "Caltrans," "Caltrans Permits," "City Permits," "Commencement Date," "Digital Freeway Sign," "Digital Display Area," "Effective Date," "Include," "Operational," "Obstruction," "Site," "Sign Structure," and "Term." Other terms are defined elsewhere in this Agreement.
  - (a) "Agreement Year" means one of the consecutive 12-month periods during the Term. The first Agreement Year begins on the Effective Date.
  - (b) "Business Day" means any day the City's main offices located at 3970 Rancho Cordova Road, Rancho Cordova, California, are open to the public.
  - (c) "Caltrans" means the California Department of Transportation.
  - (d) "Caltrans Permits" means all permits and approvals that CCO must obtain from Caltrans to install, operate, and maintain the Digital Freeway Signs in accordance with this Agreement.
  - (e) "City Permits" means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for CCO to install, operate, and maintain the Digital Freeway Signs in accordance with this Agreement.
  - (f) "Commencement Date" means the date as of which both of the following have occurred: the City has finally approved the Plans (defined in Section 6(a)), and CCO has received all necessary governmental permits and approvals for the Digital Freeway Sign, including the Caltrans Permits and the City Permits.
  - (g) "Digital Freeway Sign" means an off-site outdoor advertising sign with one or more digital display areas. A Digital Freeway Sign may be internally or externally illuminated. Digital Freeway Signs are always considered off-site signs and are regulated as such. CCO will install and operate the Digital Freeway Sign on the Site in accordance with the criteria set forth in Exhibit A to this Agreement.
  - (h) "Digital Display Area" means the portion of the Digital Freeway Sign that consists of the digital display areas used for general commercial advertising. The Digital Display Area is more particularly described in Exhibit B.

- (i) "Effective Date" means the date as of which both the City and CCO have signed this Agreement, as indicated by the dates in the signature blocks below.
- (j) "Include" and its variants are not restrictive. For example, "includes" means "includes but not limited to," and "including" means "including but not limited to."
- (k) "Operational" means the Digital Freeway Sign is capable, legally and functionally, of displaying advertising on the Digital Display Area.
- (l) "Obstruction" means any structure, sound wall, communications antennae, tree, or vegetation on City owned or controlled property within 1,000 feet of the Digital Freeway Sign and obstructs the view of the Digital Display Areas from the viewing public on Highway 50.
- (m) "Site" means the real property located in the City that may be suitable for installation of a Digital Freeway Sign. The Site is more particularly described in Schedule 2 and Exhibit B.
- (n) "Sign Structure" means the portion of the Digital Freeway Signs, as found currently on the Site, other than the Digital Display Area, including but not limited to supporting pole(s), display frame and all ancillary equipment and utilities installed on the sign Site. The Sign Structure as improved with Digital Display Area is more particularly described in Exhibit B.
- (m) "Term" means the entire time this Agreement is in effect. As specified in Section 2.

### **3. Term of Agreement.**

- (a) *Term.* The "Term" of this Agreement consists of two phases:
  - (1) The "Pre-Operations Phase," which begins on the Effective Date and ends when the Digital Freeway Sign becomes Operational.
  - (2) The "Operations Phase," with regard to the Digital Freeway Sign begins when the Pre-Operations Phase ends and ends when such Digital Freeway Sign is removed or after a twenty five (25) year period following the Pre-Operations Phase, whichever occurs first. The Agreement is automatically renewed for an additional 25 year Term unless written notice, 60 days prior to expiration of the initial Term, is given by either party of intent to terminate.

### **4. Consideration.** As consideration for the rights and benefits it enjoys under this Agreement, including the contemplated use during the Term, CCO shall do all of the following:

- (a) *Conditional Signing Bonus.* CCO shall pay the City a one-time "Conditional Signing Bonus" of Seventy Five Thousand Dollars (\$75,000) for the Digital Freeway Sign within five

Business Days after the Effective Date. The City shall refund the Conditional Signing Bonus within 30 days after CCO notifies the City that CCO is not able to obtain the Caltrans Permits and the City Permits for the Digital Freeway Sign contemplated.

- (b) *Monthly Fee.* Each month during the Operations Phase, CCO shall pay the City the “Monthly Fee” set forth in Schedule 1. If the Operations Phase does not begin within twenty four (24) months of the Effective Date, CCO shall commence paying the City the Monthly Fee set forth in Schedule 1 beginning on the first day of the twenty fifth (25th) month after the Effective Date and continuing through the end of the Operations Phase or until this Agreement is terminated.
- (1) Monthly Fee is due and payable on the first day of each calendar month at the address set forth for the City in Section 9(c). Any installment of Monthly Fee that is not paid within 15 days after it is due and payable will increase by 5%.
  - (2) If the Operations Phase begins on a day other than the first day of a month, then the first and last months’ installments of Monthly Fee will be prorated.
  - (3) CCO may offset the Monthly Fee if CCO is unable by reason of law or regulation, permit revocation or issuance, to continue operation of the Digital Freeway Sign for any period of time during the Term of this Agreement in which event the Monthly Fee shall be waived in full for any such period of time. In addition, if CCO removes both of the Digital Display Areas on its Sign Structure and reverts to traditional outdoor advertising on its structure, the Monthly Fee shall no longer be payable with respect to that Digital Freeway Sign.
  - (4) CCO may offset the Monthly Fee if CCO has provided notice of an Obstruction under Section 5(b) and the City has not removed the Obstruction as provided therein. In such event, the Monthly Fee shall be offset in full until such Obstruction is removed as required in Section 5(b).
- (c) *Removal of Existing CCO Signs.* At no cost to the City, CCO shall remove the existing signs identified in Schedule 2, attached to this Agreement and incorporated by reference herein (the “Existing Signs”), according to the schedule set forth in Schedule 2, subject to the following:
- (1) CCO hereby waives any rights it may have to compensation for the Existing Signs under federal, state, or local law, including the Highway Beautification Act of 1965 (23 United States Code section 131) and the Outdoor Advertising Act (California Business and Professions Code section 5200 and following).
  - (2) CCO’s commitment to remove the existing signs according to the schedule set forth in Schedule 2 is a material provision of this Agreement. CCO is not entitled to replace the Existing Signs once they are removed.

## 5. Use of Site.

(a) *Exclusive Uses.* Except as otherwise provided in Section 6(i), CCO has the exclusive right to display outdoor advertising on the Site, in digital or traditional formats. In addition, the City shall not authorize any off-site outdoor advertising on any City-owned or City-controlled property if the outdoor advertising would be within 1,000 feet of the Digital Freeway Signs. CCO's exclusive right to conduct outdoor advertising on the Site includes the following:

- (1) Installing, erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning, adding, changing and maintaining equipment required to maintain communications with the Digital Freeway Sign repositioning (with the City's consent) during the term of this Agreement.
- (2) Removing the Digital Display Area and all associated equipment on or from the site when this Agreement terminates, as provided in Section 6(m).
- (3) Licensing the use of the Digital Freeway Sign, or any portion of it, for any lawful purpose related to outdoor advertising.
- (4) All rights to operate the sign faces as traditional or Digital Display Areas. CCO has the exclusive option to remove the Digital Display Areas from the Digital Freeway Sign at any time and replace them with traditional static sign faces at its sole option.

(b) *Unobstructed Use.*

- (1) The City shall not allow the following (an "Obstruction"):
  - (A) On any City-owned or City-controlled real property within 1,000 feet of the Digital Freeway Sign any structure, sound wall, communications antennae, tree, or vegetation that obstructs the view of the Digital Display Areas from the viewing public on Highway 50.
- (2) If CCO notifies the City in writing that an Obstruction exists, and if the City authorized or actively caused the Obstruction, then the City shall remove or remedy the Obstruction at its own cost within 30 days after receiving the notice. If the City fails to remove the Obstruction within 30 days after receiving the notice, then CCO may remove the Obstruction at the City's expense after coordinating with the City's Public Works Department, which coordination shall include, at a minimum, review and approval of CCO's plans to remove the Obstruction prior to CCO commencing work.

- (3) If CCO notifies the City in writing that an Obstruction exists, and if the City did not authorize or actively cause the Obstruction, then the City may remove or remedy the Obstruction at its own cost within 30 days after receiving the notice. If the City does not remove or remedy the Obstruction within the 30 days, then, at no cost to the City, and after coordinating with the City's Public Works Department, which coordination shall include, at a minimum, review and approval of CCO's plans to remove the Obstruction prior to CCO commencing work.
- (4) The City is not obligated to remove or seek removal of visual obstructions on private property. Furthermore, this Agreement does not, and cannot authorize CCO to remove visual obstructions from private property.
- (5) CCO's exercise of its rights under this Section 5(b) are in addition to any other remedies it may have under this Agreement.

## **6. Installation and Operation of a Digital Freeway Sign.**

CCO shall install and operate the Digital Display Area on the Sign Structure in accordance with this Section 6 and consistent with Section 5, all at no cost to the City.

- (a) *Plans and Specifications.* At no cost to the City, CCO shall prepare complete plans and specifications for the Digital Freeway Sign, working closely with the City to develop plans and specifications that are mutually acceptable (the "Plans"). CCO shall submit the Plans to the City for final approval, which the City shall not unreasonably withhold.
- (b) *Caltrans Permits.* As soon as practicable after the Effective Date, CCO shall apply to Caltrans for all Caltrans Permits, and the City shall cooperate with CCO in that effort, including the completion of any Caltrans forms. All Caltrans Permits are to be obtained and secured for CCO's sole benefit and are to be issued in CCO's name. CCO shall perform all obligations under the Caltrans Permits at no cost to the City.
- (c) *City Permits.* The City shall diligently process CCO's applications for all City Permits. This Agreement does not commit the City in advance to approve the City Permits; and this Agreement does not constrain the City's discretion, acting as a government, with respect to the City Permits specifically or to the Digital Freeway Sign generally.
- (d) *Installation.* CCO shall begin installing the Digital Display Area as soon as practicable after the Commencement Date and shall diligently pursue installation to completion without unnecessary interruption. CCO will be excused, however, for any delays in beginning or completing installation that are caused by a Force Majeure Event, as defined in Section 9(d)(1). CCO shall use reasonable diligence to avoid such delays and to resume work as promptly as possible after such a delay.

- (e) *Ownership.* CCO will be the owner of the Digital Freeway Sign and all permits and authorizations that relate to it, including the City Permits and the Caltrans Permits.
- (f) *Maintenance.* At no cost to the City, CCO shall maintain the sign structure and shall maintain, repair, and improve the Digital Freeway Sign in accordance with the standards of the outdoor-advertising industry. CCO's maintenance obligation under this Section 6(f) includes the obligation to remove any graffiti from the Site and the Digital Freeway Sign within three (3) business days of being notified of the graffiti by the City. The City is not obligated to maintain the sign structure or to maintain or repair the Digital Freeway Sign.
- (g) *Damage or Destruction.* At CCO's sole option, this Agreement will continue in full effect if any of the Digital Freeway Sign is damaged or destroyed in whole or part. If CCO elects to repair or replace the Digital Freeway Sign, CCO shall promptly apply for, and diligently pursue the issuance of, any permits or approvals it needs to repair or replace the Digital Freeway Sign. Within 30 days after obtaining the necessary permits and approvals, and the availability of all parts and components CCO shall begin work to repair or replace the Digital Freeway Sign. CCO shall complete the work within 180 days after the work begins. If CCO elects, under this Section 6(g), not to repair or replace the Digital Freeway Sign then CCO shall notify the City in writing of its election and shall remove the Digital Freeway Sign and restore the Site in accordance with Section 6(m); and
- (h) *Utilities.* At no cost to the City, CCO shall provide and pay for all utility connections, utility equipment, and utility service required to install, operate, maintain, repair, improve, or reposition the Digital Freeway Sign. CCO shall participate in the Sacramento Municipal Utility District's Greenery Program for electricity service to the Digital Freeway Sign. In the event electrical power becomes unavailable, for whatever reason, CCO may remove the Digital Display Faces and operate its sign structure with traditional faces.
- (i) *Amber Alerts and Public-Service Messages.* During all periods when Digital Display Areas are Operational on the Digital Freeway Sign, CCO shall make the Digital Display Area available to the appropriate agencies for the purpose of displaying "Amber Alert" messages in accordance with the Amber Alert Guidelines set forth in Exhibit C to this Agreement. In addition, CCO shall allow the Digital Display Area to be available to the City, and to other government agencies without cost, on a space-available basis determined by CCO, for the purpose of displaying public-service messages (e.g., evacuation routes, drunk-driving-awareness messages, emergency-disaster communications). The City's messages must meet CCO's graphics-arts standards so that the messages are "camera ready," at no cost to CCO. All copy will be subject to CCO's standard advertising copy rejection and removal policies which allow CCO the right in CCO's sole discretion to approve or disapprove copy and remove copy once posted or displayed.
- (k) *Future technologies.* The technology currently being deployed for the Digital Freeway Sign is LED (light emitting diode), but there may be alternate, preferred or superior technology available in the future. CCO is authorized to change the Digital Freeway Sign to any other

technology that operates under the maximum brightness standards set forth in Section 6(l) of this Agreement. The City shall expedite any required approvals for technology that is superior in energy efficiency over previous generations or types.

- (l) *Illumination Standards.* Digital Freeway Sign illumination is expressly permitted when in compliance with all applicable rules and regulations (see Section 5(n) below) and when operated within these standards,
  - (1) Digital Freeway Signs shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance.
  - (2) Distance to measure the foot candles impact shall be measured from a distance of 250 ft. for a sign with a nominal face size of 14' x 48'.
  - (3) Each Digital Display Area must have a light sensing device that will adjust the brightness as ambient light conditions change.
- (m) *Removal of Digital Display Area.* When the Term ends, whether it expires as scheduled or is terminated early, CCO shall promptly apply for, and diligently pursue the issuance of, at no cost to the City, any permits or approvals it needs to remove the Digital Display Area. Within 120 days after obtaining the necessary permits and approvals, CCO shall remove the Digital Display Area from the Sign Structure and restore the Sign Structure to the pre-Agreement condition as traditional static faces; all at no cost to the City. Following termination of this Agreement but prior to removal of the Digital Display Area, CCO shall not operate the Digital Freeway Sign.
- (n) *Compliance with Laws; Waiver of Compensation.* During the Term and while removing the Digital Freeway Sign after the Term in accordance with Section 6(m), CCO shall do the following at no cost to the City: comply with all valid and applicable statutes, ordinances, regulations, rules, and orders that concern the Digital Freeway Sign and are enacted or issued by any federal, state, or local governmental entity with jurisdiction over the Digital Freeway Sign (including the City) whether enacted or issued before, on, or after the Effective Date including but not limited to sections 5403, 5402, 5405, 5408 and 5408.1 of the California Outdoor Advertising Act. Notwithstanding the foregoing, nothing herein shall be deemed to negate, void, or diminish (i) any claim CCO may have for just compensation as a result of any governmental action that results in the taking of its property or (ii) the right of CCO to avail itself of all remedies available to CCO under state or federal law to maintain its Digital Freeway Signs.

## **7. Early Termination.**

- (a) *City's Termination Rights.* Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective 30

days after the City gives CCO written notice of termination, if any of the following circumstances occurs:

- (1) CCO breaches its obligation to pay the Monthly Fee when due and does not cure the breach within 30 days after the City serves CCO with a written notice of breach.
  - (2) CCO breaches its obligation to perform in accordance with any material provision of this Agreement other than the obligation to pay Monthly Fee and (A) does not cure the breach within 30 days after the City serves it with a written notice of breach or, if the breach cannot reasonably be cured within 30 days, (B) does not begin work on a cure within 30 days after the City serves it with a written notice of breach and diligently pursue the cure to completion within 90 days after work begins. The express designation in this Agreement of a provision as “material” does not imply that other provisions are not material.
  - (3) CCO ceases to pay the Monthly Fee pursuant to Section 4(b)(3) of this Agreement.
  - (4) CCO initiates legal challenge to the validity of this Agreement or its authorizing Ordinance provided that this subsection shall not prevent CCO from enforcing this Agreement and the party’s obligations hereunder.
- (b) *CCO’s Termination Rights.* Without prejudice to its other remedies at law or in equity, including the right to seek just compensation under the laws of eminent domain as described in Section 9, CCO may terminate this Agreement, at any time and in its sole discretion, effective 30 days after CCO gives the City written notice of termination, if any of the following circumstances occurs:
- (1) The view of the Digital Display Area’s from the adjacent portion of Highway 50 is materially obstructed by an Obstruction on City-owned or City-controlled real property, and CCO did not cause the Obstruction.
  - (2) CCO cannot safely use the Site to install, operate, maintain, repair, or improve the Digital Freeway Sign because of a non-remediable condition, and CCO did not cause the condition.
  - (3) There is a material diversion of traffic from, or a material reduction or change in the directional flow of traffic on, the portion of Highway 50 adjacent to the Site, and the diversion or disruption continues uninterrupted for at least 12 consecutive months.
  - (4) CCO cannot obtain or maintain the governmental permits required to install, operate, maintain, repair, or improve the Digital Freeway Sign, including the Caltrans Permits and the City Permits.



- (5) Use of the Digital Freeway Sign for its intended purpose is prevented or limited by law, or CCO is required by any court or other governmental entity, for reasons other than eminent domain, to remove the Digital Freeway Sign from the Site.
  - (6) With respect to the Digital Freeway Sign, such Sign is damaged by a casualty for which CCO elects not to repair or replace the Digital Display Area.
- (c) *City's and CCO's Additional Termination Rights.* Without prejudice to their other remedies at law or in equity, either party may terminate this Agreement if the other party (or, for CCO, its parent company)—
- (1) Has an order for relief entered with respect to it, commences a voluntary case, or has an involuntary case filed against it under any applicable bankruptcy, insolvency, or other similar law then in effect, and the order or case is not stayed, withdrawn, or settled within 60 days after it is entered, commenced, or filed (11 U.S.C. § 365(e)(2)(A), as amended, or any successor statute); or
  - (2) Files for reorganization, becomes insolvent, or has a receiver or other officer with similar powers appointed for its affairs in any court with jurisdiction, whether or not with its consent (unless dismissed, bonded, or discharged within 60 days after appointment).

## **8. Indemnification.**

- (a) *Definitions.* The following definitions apply to this Section 8:
- (1) “Person” is to be interpreted broadly. It includes not just third persons but also CCO and CCO’s directors, officers, employees, contractors, and agents; and the City and the City’s elected officials, officers, employees, contractors, and agents.
  - (2) “Liabilities” means all liabilities, claims, demands, damages, and costs (including reasonable attorneys’ fees and litigation costs through final resolution on appeal) that arise directly or indirectly from CCO’s possession or use of the Sites.
  - (3) “Occurrence” means (A) the death of, or injury to, any Person; and (B) damage to, or destruction of, any real property, personal property.
- (b) *General Indemnity.* CCO shall indemnify, defend (with attorneys reasonably acceptable to the City), protect, and hold the City harmless from and against all Liabilities that arise directly or indirectly from CCO’s possession or use of the Site. CCO is obligated under this Section 8(b) even if the City or the City’s elected officials, officers, employees, contractors, or agents reviewed, accepted, or approved the work, materials, or activities from which the Liabilities arise. But CCO is not obligated under this Section 8(b) to the extent the Liabilities are caused by the active negligence or willful misconduct of the City

or the City's elected officials, officers, employees, contractors, or agents. CCO's obligation under this Section 8 (b) includes Liabilities arising from any of the following:

- (1) Any Occurrence on the Site, but only to the extent caused by CCO's acts or omissions.
  - (2) Any Occurrence that is in any way connected with any of CCO's personal property on the Site.
  - (3) Any Occurrence caused or allegedly caused by (A) any condition of the Site created by CCO or by any Person on the Site with CCO's permission; or (B) some act or omission on the Site by CCO or by any Person on the Site with CCO's permission.
  - (4) Any Occurrence caused by, or related in any way to, work or activities performed on the Site or materials furnished to the Site at the request of CCO or any person or entity acting for CCO or with CCO's permission.
  - (5) Any Occurrence that is caused by, or related in any way to, a verbal or non-verbal display on the Digital Display Area.
  - (6) CCO's failure to perform any provision of this Agreement, to comply with any requirement of law applicable to CCO, or to fulfill any requirement imposed by any governmental entity (including the City when acting as a government) on CCO or on CCO's use of the Site.
- (c) *Legal Challenges.* CCO shall indemnify, defend with attorneys selected by the City, protect, and hold harmless the City and the City's elected officials, officers, and employees in any litigation to attack, set aside, void or annul an approval by the City or its agents concerning the Digital Freeway Sign (collectively, a "Claim," including litigation based on the California Environmental Quality Act) brought to challenge the validity of this agreement, the validity of the City Permits or the Caltrans Permits, or the validity of the City ordinances that authorize the installation and operation of the Digital Freeway Sign on the site. CCO's obligation to indemnify under this Section 7(c) includes liability for attorneys' fees awarded to a party who successfully challenges the validity of this Agreement of the City Permits or the Caltrans Permits, or of any authorizing ordinance. If such a Claim is brought, the parties shall promptly notify the other party of such Claim and each party shall cooperate with the efforts of the CCO to defend such Claim. The City will not voluntarily assist the opposing party in any such Claim or take any position adverse to CCO in connection with such Claim. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim, unless the settlement is approved in writing by the City. In the event of a Claim, CCO shall be entitled, in its sole discretion, to return any Sign Structure that has been modified to a Digital Freeway Sign to a traditional static sign face or faces. If CCO exercises such right, CCO shall not be required to pay the City the

Required Amount for such Sign Structure from and after the date that the faces are converted to static sign faces and the City shall not be entitled to claim any lost revenues or damages against CCO as a result of such election by CCO, provided, however, that the City shall keep the Conditional Signing Bonus.

- (d) *Survival.* CCO's obligations under this Section 8 will survive this Agreement.

**9. Miscellaneous.**

- (a) *Assignments and SubAgreements.* A party may not assign or otherwise transfer this Agreement or any interest in it, and this Agreement is not assignable by operation of law, without the other party's prior written consent, which the other party shall not withhold, delay, or condition unreasonably. This Agreement remains in effect, and an assignment or transfer of this Agreement does not occur, for purposes of this Section 9(a), if CCO merges with another company, reorganizes its stock, or undergoes a similar corporate restructuring, or if CCO sells any of its assets or stock. An assignment or transfer made contrary to this Section 9(a) is void.
- (b) *Successors and Assigns.* This Agreement binds and inures to the benefit of the successors and assigns of the parties. This Section 9(b) does not constitute the City's consent to any assignment of this Agreement or any interest in the Agreement.
- (c) *Notices.* Any notice or other communication under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this Section 9(c) to the persons identified below. A mailed notice or other communication will be effective or will be considered to have been given on the third day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this Section 9(c).

*If to the City:*

City of Rancho Cordova  
Planning Department  
2729 Prospect Park Drive  
Rancho Cordova, California 95670  
Attention:  
Paul Junker, Planning Director

*If to CCO:*

Clear Channel Outdoor, Inc.  
401 Slobe Avenue  
Sacramento, California 95815  
Attention:  
Division President - Sacramento

(d) *Force Majeure.*

- (1) “Force Majeure Event” means a cause of delay that is not the fault of the party who is required to perform under this Agreement and is beyond that party’s reasonable control, including the elements (including floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity (excluding the City) or that entity’s agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.
  - (2) Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or CCO is prevented or delayed because of a Force Majeure Event, then the time for performance will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.
  - (3) This Section 9(d) does not excuse (A) CCO’s obligation to pay Monthly Fee when due and payable, except as otherwise provided in Subsection 4(b); or (B) either party’s obligation to perform any act when performance is rendered difficult or impossible solely because of that party’s financial condition.
- (e) *Waiver of Breach.* A party’s failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other party’s breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A party’s waiver of the other party’s breach of any provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- (f) *Relationship of the Parties.* This Agreement does not create any relationship or association between the City and CCO. For example, and without limiting the previous sentence, this Agreement does not create between the City and CCO the relationship of principal and agent, nor does it create a partnership or joint venture.
- (g) *Attorney’s Fees.* The party prevailing in any litigation concerning this Agreement, the Site, or any improvements to the Site (including the Digital Freeway Sign) will be entitled to an award by the court of reasonable attorneys’ fees and litigation costs through final resolution on appeal in addition to any other relief that may be granted in the litigation. If the City is the prevailing party, then this Section 9(g) will apply whether the City is represented in the litigation by the Office of the City Attorney or by outside counsel.

- (h) *Severability.* If a court with jurisdiction holds any nonmaterial provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions will remain in full force.
- (i) *Counterparts.* The parties may execute this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same Agreement.
- (j) *Further Assurances.* Each party shall execute all additional documents or instruments and take all necessary action that either party reasonably considers necessary to carry out the proper purposes of this Agreement.
- (k) *Time of Essence.* Time is of the essence of this Agreement.
- (l) *Interpretation.* This Agreement is to be interpreted and applied in accordance with California law without regard to conflict-of-laws principles, except that the rule of interpretation in California Civil Code section 1654 will not apply. Schedules 1 and 2 and Exhibits A, B, and C are part of this Agreement.
- (m) *Integration and Modification.* This Agreement sets forth the parties' entire understanding regarding the matters addressed. It supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by another written agreement signed by both parties.

*(Signature Page Follows)*

**City of Rancho Cordova**

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

Ted Gaebler  
City Manager

Dated: \_\_\_\_\_, 2013

Approved as to Form  
Rancho Cordova City Attorney

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

Adam Lindgren  
City Attorney**Clear Channel Outdoor, Inc.**

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

Bryan Parker  
Executive Vice President Real Estate and  
Public Affairs  
Clear Channel Outdoor

Dated: \_\_\_\_\_, 2013

**Agreement for Digital Billboard  
City of Rancho Cordova and Clear Channel Outdoor**

**Schedule 1**

**Monthly Fee**

- 1.** For the Site developed under this Agreement, the Monthly Fee due on the first day of the month is \$4,166.

Agreement for Digital Billboard  
City of Rancho Cordova and Clear Channel Outdoor  
**Schedule 2**

**Existing Billboards to be Removed**

| New Billboard                                                                          | Existing Billboards                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Sports Complex Site</b><br/>11351 Folsom Boulevard<br/>APN 069-0130-020-0000</p> | <p><b>CCO shall obtain the necessary permits to remove these Existing Billboards <i>before</i> the Commencement Date for the new Digital Freeway Sign; and will actually complete removal within 12 months :</b></p> <p>1 bulletin and 2 Poster Billboard at the southeast corner of Folsom Boulevard and Zinfandel Drive<br/>APN 072-0210-070-0000<br/>CCO Location No.: 2365/4414/4415<br/>1,272 square feet</p> <p>Electronic Message Center for the Sacramento Sportscomplex<br/>APN 069-0130-007-0000</p> |



Agreement for Digital Billboard  
City of Rancho Cordova and Clear Channel Outdoor  
**Exhibit A**

**Digital Freeway Sign Operational Requirements**

- a. **Operational Limitations.** Digital Freeway Signs shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the sign structure, design, or pictorial segment of the sign. Each static message shall not include flashing, scintillating lighting or varying light intensity.
- b. **Minimum display time.** Each message on the sign must be displayed for a minimum of eight (8) seconds.
- c. **Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.**
- d. **The Digital Freeway Sign shall be operated with systems and monitoring in place to either turn the display off or show a “full black” image on the display in the event of a malfunction that affects at least fifty percent of the display area.**
- e. **The Digital Freeway Sign shall not be deemed prohibited under Section 23.743.050 and is not governed by any of the prohibitions set forth in Subsections B, Q, S or U thereof as the operation thereof is specifically authorized by Section 23.743.150 of the Code.**
- f. **Section 23.743.090 of the Code shall not apply to Digital Freeway Signs. Illumination for the Digital Freeway Signs shall comply with the terms of this Agreement and is otherwise specifically permitted by Section 23.743.150 of the Code.**
- g. **Digital Freeway signs are not considered to be pole signs under Section 23.743.120. E of the Code.**
- h. **Digital Freeway Signs shall not be included within any definition of Flashing set forth in the Code.**

**Agreement for Digital Billboard  
City of Rancho Cordova and Clear Channel Outdoor**

**Exhibit B**

**Digital Freeway Sign Description**

# RANCHO CORDOVA DESIGN



**Proposed Digital Sign**

## Proposal:

- Rebuild Traditional 18' x 48' as a 14' x 48' Digital
- New Sign would include Decorative Pole Cover
- New Message Center would be tied in with Emergency Message Network
- City would gain Community Messaging on Sign



**Before: 18' x 48' Traditional**



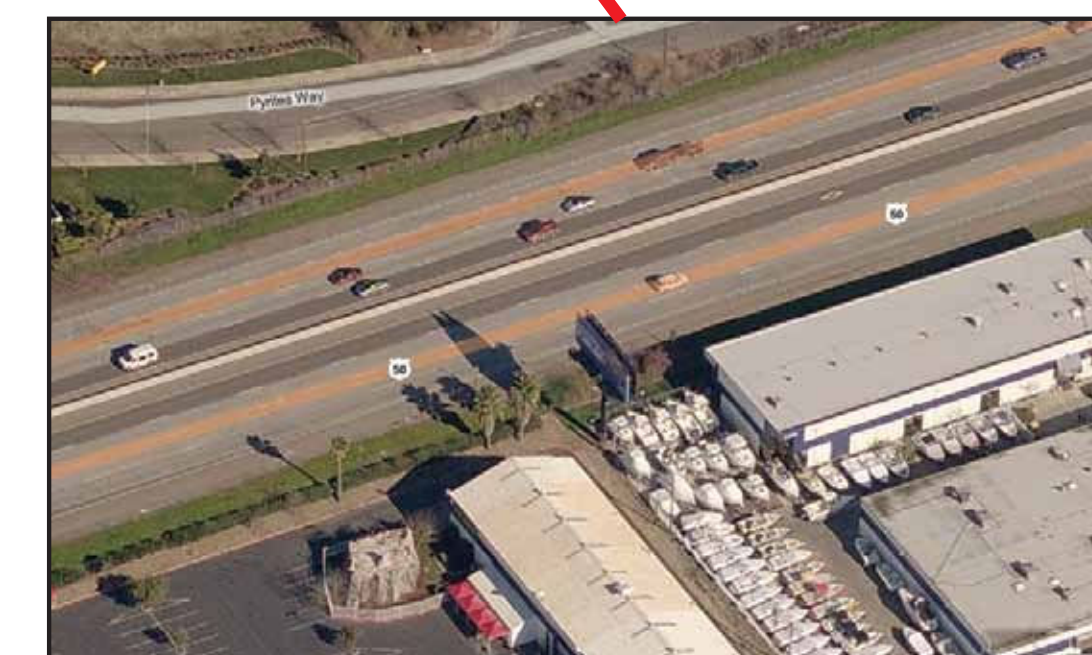
**After: 14' x 48' Digital**



# RANCHO CORDOVA RELOCATION MAP



Proposed Removal



Proposed Re-Build



# RANCHO CORDOVA PROPOSAL

## Proposal:

- Remove 2 Signs in the City of Rancho Cordova (3,000 Sq Ft)
- Build 1 Structure as a 14 x 48 Digital with Decorative Pole Cover
- Results in Net Reduction of Signs and Advertising Sq Ft (-1,656 Sq Ft)

## City Benefits:

- Eliminates Surface Street Billboard in Redevelopment Area
- State of the Art Digital Message Center Capable of Supporting Multiple Businesses with Unlimited Creative Possibilities
- CCO Will Enter into Development Agreement for Digital with City to:
  - Compensate City \$75,000 Signing Bonus and \$50,000 / Year\*
  - Provide Community Branding and Messaging
  - Provide Emergency Messaging
- City Partners with a Company with a Local History and Presence and a Proven Track Record of Public / Private Partnerships Including:
  - Sacramento Regional Transit
  - Sacramento State
  - City of Sacramento



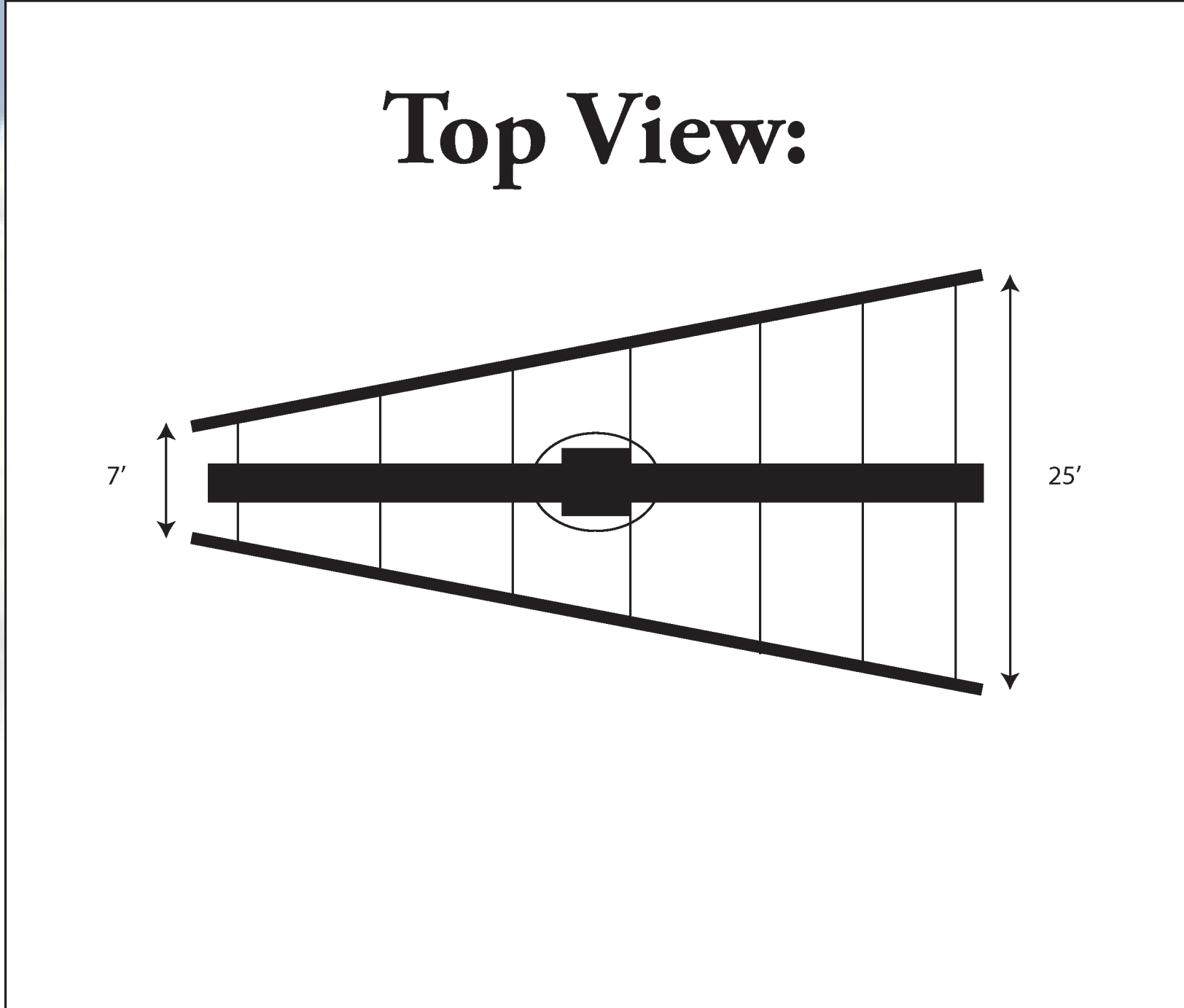
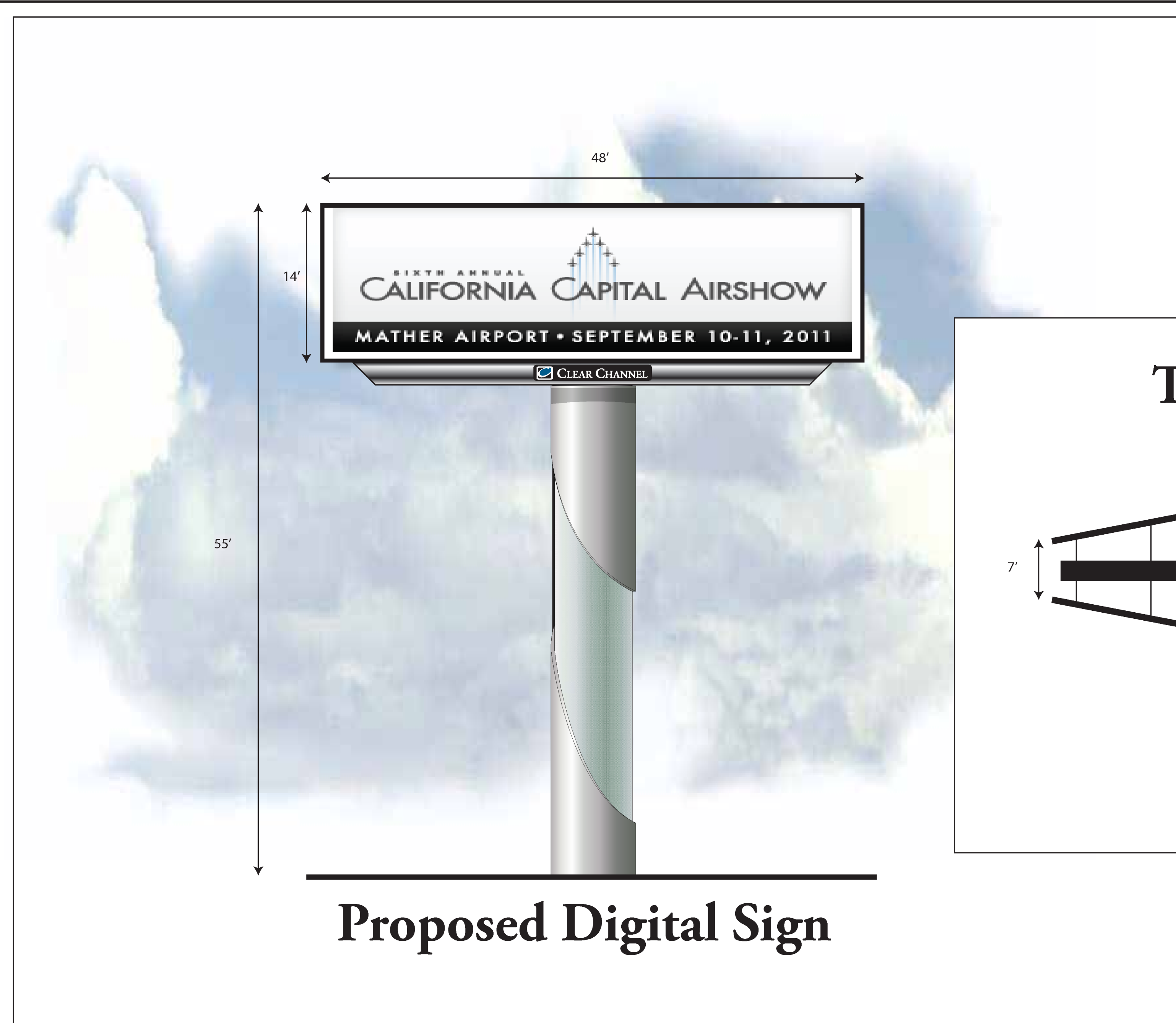
Before: 18' x 48' Traditional



After: 14' x 48' Digital



# SIGN DESIGN - SPORTS CENTER



**Proposed Digital Sign**



**Before: 18' x 48' Traditional**



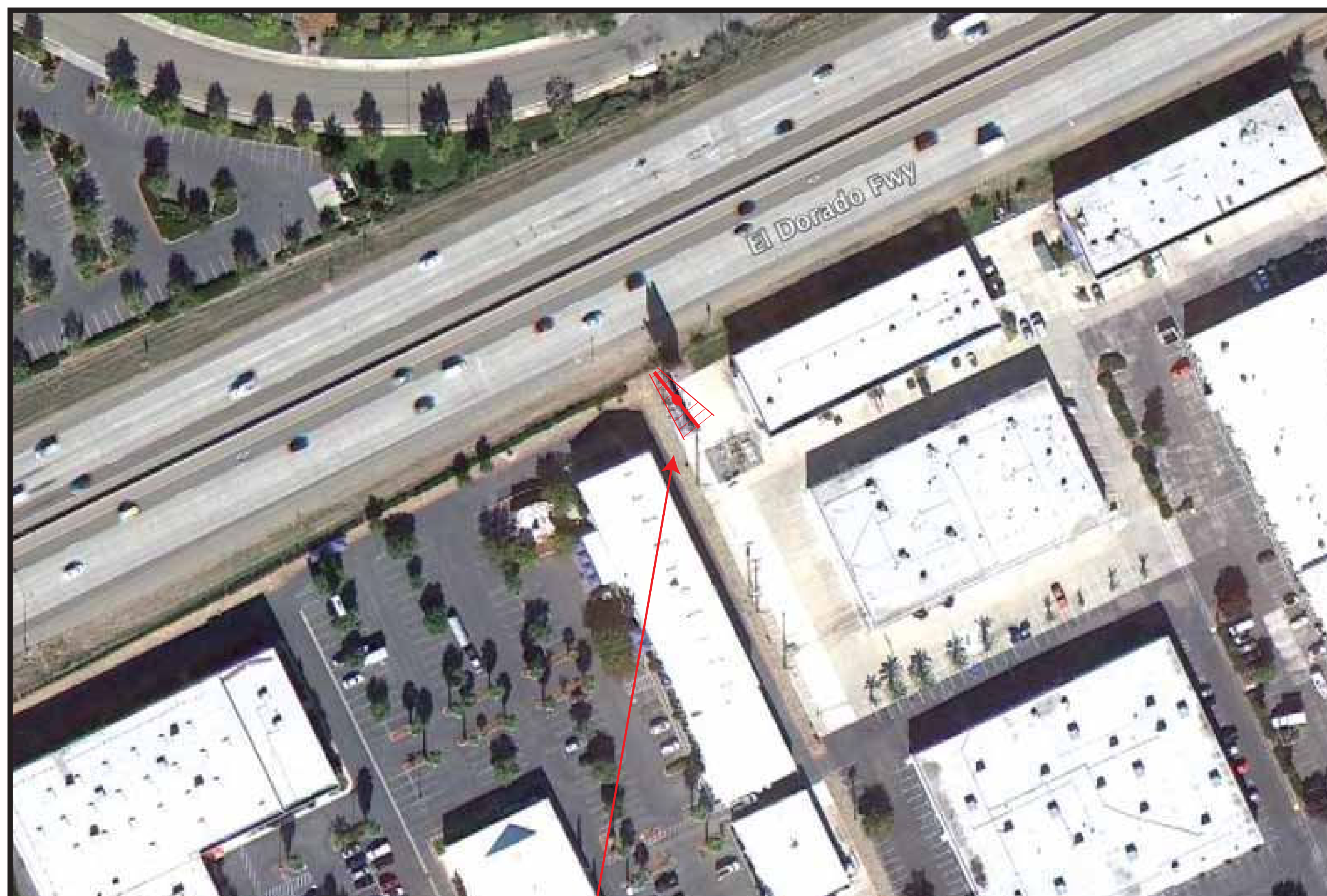
**After: 14' x 48' Digital**

## Proposal:

- Rebuild Traditional 18' x 48' as a 14' x 48' Digital
- New Sign would include Decorative Pole Cover
- New Message Center would be tied in with Emergency Message Network
- City would gain Community Messaging on Sign
- Existing Sign Height = 60 ft
- Proposed Sign Heights = 55 ft



# SITE PLAN - SPORTS CENTER

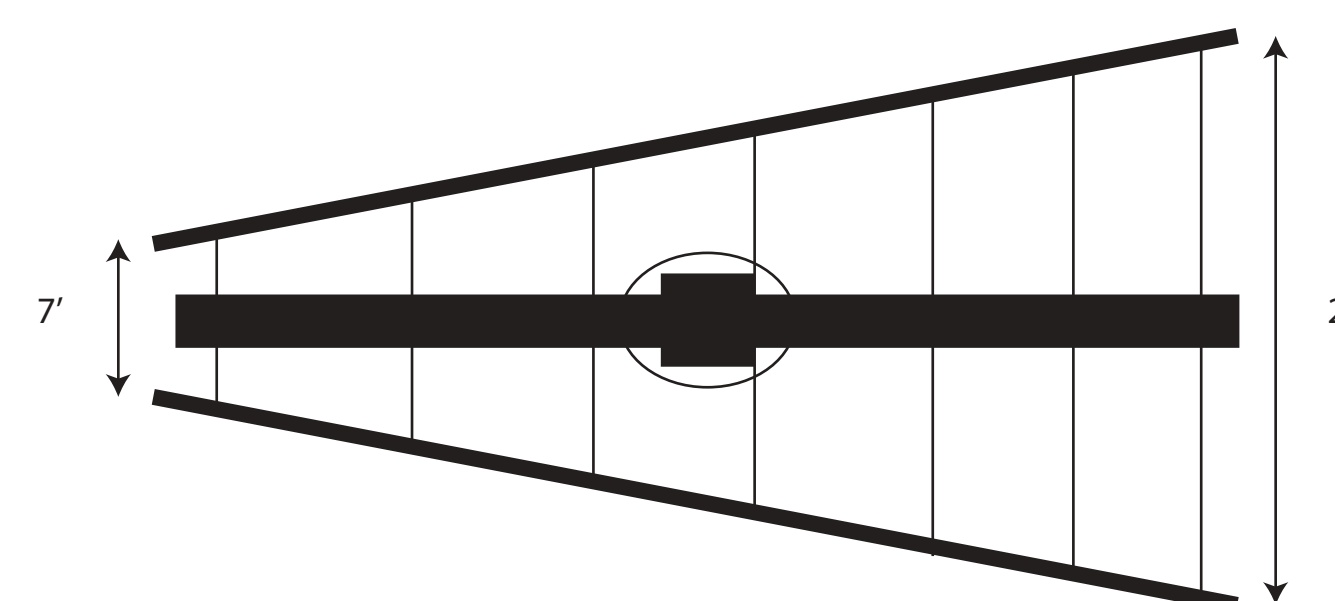


## Proposed Digital Sign

### Proposal:

- We will use existing Sign Footing
- Sign will receive new “Head”
- Sign Column will receive “Pole Cover”
- Sign Height will drop from 60 ft to approximately 55 Ft

### Top View:



**Before: 18' x 48' Traditional**



**After: 14' x 48' Digital**



# RANCHO CORDOVA RELOCATION

## SPORTS CENTER:

### REMOVALS:



18' x 48' Traditional 2 Faces - 1,728 sq ft  
Hwy 50 E/O Sunrise



14' x 48' Traditional 1 Face - 672 sq ft  
Folsom and Zinfandel



12' x 25' Traditional 2 Faces - 600 sq ft  
Folsom and Zinfandel

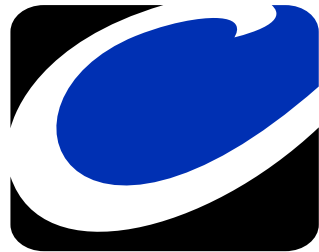
### AFTER:



14' x 48' Digital 2 Faces - 1,344 sq ft  
Hwy 50 E/O Sunrise

NET REDUCTION:  
1 Structure  
1,656 Sq Ft





# CLEAR CHANNEL OUTDOOR

PYLON POLE COVER

11345 FOLSOM BLVD. @ HWY 50, RANCHO CORDOVA, CA

SHEET INDEX

- CV - Cover Page
- SP - Site Map
- Design Page 1 of 4
- Design Page 2 of 4
- Design Page 3 of 4
- Design Page 4 of 4

- 1

12/20/12
- 2

01/15/13

EXHIBIT D



RENO  
DIVISION

SACRAMENTO  
BRANCH

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.

Note: The cost of providing electrical wiring to this sign area, all required permits and all special inspections are not included in this sign proposal.

Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS



11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

DESIGNER

DATE

R.Tucker

4/02/12

APPROVAL

CUSTOMER

DATE

LANDLORD

DATE

SALES

DATE

ESTIMATING

DATE

SURVEY

DATE

DESIGN NUMBER

566426

ARCHIVE NUMBER

SHEET

CV 1 of 1

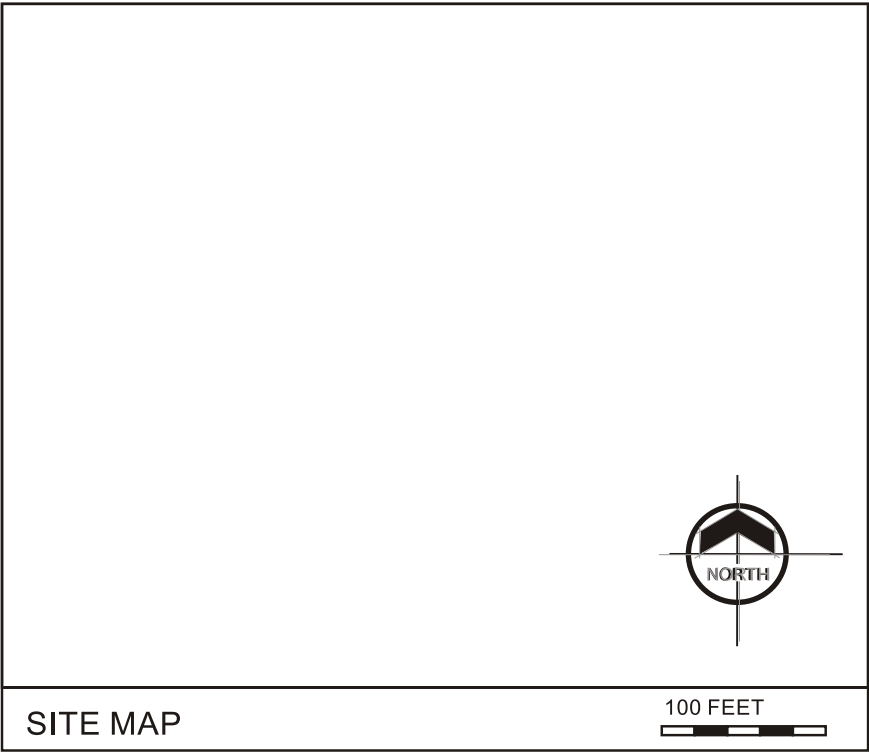
198

RA-YESCO 2012 JOBSCLEAR CHANNEL 55' POLE COVER RANCHO CORDOVA 566426 DesignCLEAR CHANNEL 55' POLE COVER RANCHO CORDOVA 566426 R1.cdr



AERIAL PHOTO

500 FEET



SITE MAP

100 FEET

GENERAL NOTES

SPECIAL INSTRUCTIONS

| SIGN  | PROJECT                 | ELECT. LOAD | SQ FT. |
|-------|-------------------------|-------------|--------|
| 1     | NEW 55' POLE COVER ONLY |             |        |
|       |                         |             |        |
|       |                         |             |        |
|       |                         |             |        |
|       |                         |             |        |
| TOTAL |                         |             |        |

AGENDA ITEM 15.1

METHOD OF ATTACHMENT

EXHIBIT D

RENO DIVISION

SACRAMENTO BRANCH

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.

Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.

Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS

11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

|          |         |
|----------|---------|
| DESIGNER | DATE    |
| R.Tucker | 4/02/12 |
|          |         |
|          |         |
|          |         |
|          |         |
|          |         |

APPROVAL

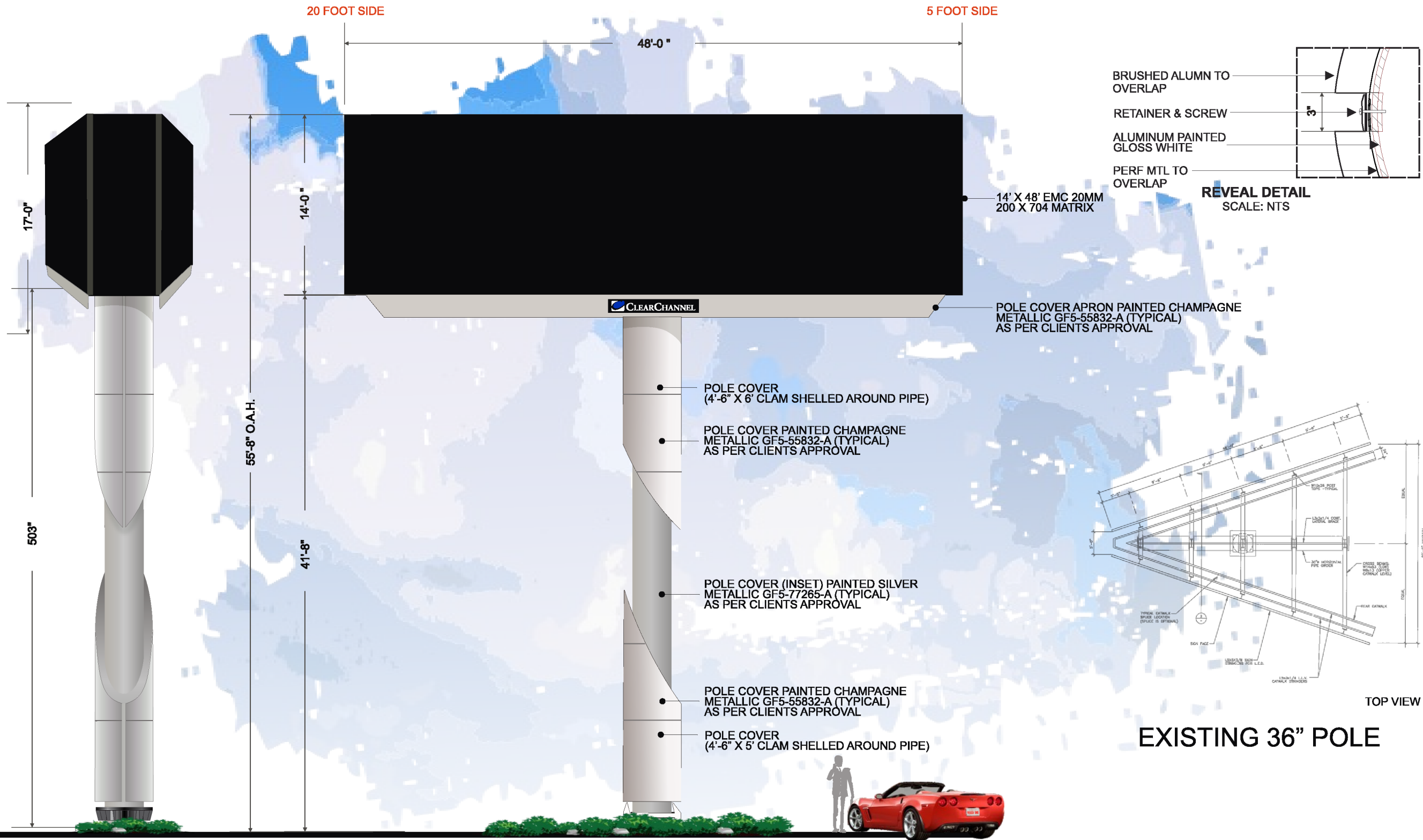
|            |      |
|------------|------|
| CUSTOMER   | DATE |
|            |      |
| LANDLORD   | DATE |
|            |      |
| SALES      | DATE |
|            |      |
| ESTIMATING | DATE |
|            |      |
| SURVEY     | DATE |
|            |      |

|                |
|----------------|
| DESIGN NUMBER  |
| 566426         |
| ARCHIVE NUMBER |
|                |

|           |
|-----------|
| SHEET     |
| SP 1 of 1 |

661

RA-YESCO-2012-JOBS\CLEAR CHANNEL 55' POLE COVER RANCHO CORDOVA 566426\Design\CLEAR CHANNEL 55' POLE COVER RANCHO CORDOVA 566426 R1.cdr



SIDE VIEW

TOP VIEW

EXISTING 36" POLE

- 1
- NEW POLE OVER FOR EXISTING BILLBOARD STRUCTURE

QUANTITY (1) MANUFACTURE AND DELIVER

SQUARE FOOTAGE: 770.0
- SCALE: 1/8" = 1'-0"

**ELECTRICAL LOAD:**  
PRIMARY POWER TO BE PROVIDED BY CUSTOMER

FIELD SURVEY REQUIRED PRIOR TO PRODUCTION

EXHIBIT D



RENO  
DIVISION

SACRAMENTO  
BRANCH

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.

Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.

Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS



11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

DESIGNER DATE  
R.Tucker 4/02/12

APPROVAL

CUSTOMER DATE

LANDLORD DATE

SALES DATE

ESTIMATING DATE

SURVEY DATE

DESIGN NUMBER  
566426

ARCHIVE NUMBER

SHEET 1 of 4

200

RA-YESCO 2012 JOBS/CLEAR CHANNEL 55' POLE COVER RANCHO CORDOVA 566426 Design/CLEAR CHANNEL 55' POLE COVER RANCHO CORDOVA 566426 R1.cdr





RENO  
DIVISION  
SACRAMENTO  
BRANCH

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101  
CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer  
This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.  
© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.  
Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.  
Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS  
CLEAR CHANNEL  
OUTDOOR

11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

|          |         |
|----------|---------|
| DESIGNER | DATE    |
| R.Tucker | 4/02/12 |

APPROVAL

|          |      |
|----------|------|
| CUSTOMER | DATE |
|----------|------|

|          |      |
|----------|------|
| LANDLORD | DATE |
|----------|------|

|       |      |
|-------|------|
| SALES | DATE |
|-------|------|

|            |      |
|------------|------|
| ESTIMATING | DATE |
|------------|------|

|        |      |
|--------|------|
| SURVEY | DATE |
|--------|------|

|               |        |
|---------------|--------|
| DESIGN NUMBER | 566426 |
|---------------|--------|

|                |  |
|----------------|--|
| ARCHIVE NUMBER |  |
|----------------|--|

|       |        |
|-------|--------|
| SHEET | 2 of 4 |
|-------|--------|

SCOPE OF WORK:  
■ MANUFACTURE AND INSTALL (2) S/F SIGN CABINETS.

S/F ILLUMINATED CABINETS (2)

FACE:  
■ 3/16" WHITE LEXAN

VINYL:  
■ 3M 3630-167 BRIGHT BLUE, 3M 3630-22 BLACK (WHITE SHOT COPY)

FONTS:  
■ CUSTOMER PROVIDED ARTWORK

CABINET:  
ILLUMINATION:  
■ T-8 LAMPS

RETAINERS:  
■ 1-1/2" FLAT RETAINERS



2 NEW S/F ILLUMINATED SIGN CABINETS (IMPRINT)  
QUANTITY (2) MANUFACTURE AND DELIVER  
SCALE: 1" = 1'-0"  
SQUARE FOOTAGE: 8.5

ELECTRICAL LOAD: 2.1 AMPS @ 120V  
PRIMARY POWER TO BE PROVIDED BY CUSTOMER

FIELD SURVEY REQUIRED PRIOR TO PRODUCTION

EXISTING ELEVATION - SHOWN AT APPROXIMATE RELATIVE SCALE



FIELD SURVEY REQUIRED PRIOR TO PRODUCTION

EXHIBIT D



**RENO  
DIVISION**  
**SACRAMENTO  
BRANCH**

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.

Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.

Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS



11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

|          |         |
|----------|---------|
| DESIGNER | DATE    |
| R.Tucker | 4/02/12 |

APPROVAL

|          |      |
|----------|------|
| CUSTOMER | DATE |
|----------|------|

|          |      |
|----------|------|
| LANDLORD | DATE |
|----------|------|

|       |      |
|-------|------|
| SALES | DATE |
|-------|------|

|            |      |
|------------|------|
| ESTIMATING | DATE |
|------------|------|

|        |      |
|--------|------|
| SURVEY | DATE |
|--------|------|

|               |
|---------------|
| DESIGN NUMBER |
| 566426        |

|                |
|----------------|
| ARCHIVE NUMBER |
|----------------|

|        |
|--------|
| SHEET  |
| 3 of 4 |

202

RA-YESCO 2012 JOBSCLEAR CHANNEL 55' POLE COVER RANCHO CORDOVA 566426DesignCLEAR CHANNEL 55' POLE COVER RANCHO CORDOVA 566426 R1.cdr



ART SUPERIMPOSED ON PHOTO - SHOWN AT APPROXIMATE RELATIVE SCALE



FIELD SURVEY REQUIRED PRIOR TO PRODUCTION

EXHIBIT D



**YESCO**

**RENO  
DIVISION**

**SACRAMENTO  
BRANCH**

875 National Drive  
Suite 107  
Sacramento, Ca. 95834  
(916) 419-8101

CA. CONTRACTOR LICENSE NO.  
250739 / 652155

Notice to the Customer

This drawing was created to assist you in visualizing our proposal. The ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained thru a written agreement with YESCO.

© 2011 by YESCO  
All rights reserved

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.

Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.

Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

FIRM NAME / LOCATION ADDRESS



11345 FOLSOM BLVD. @ HWY 50  
ADDRESS:

RANCHO CORDOVA, CA  
CITY:

TOM HUFF  
ACCOUNT EXECUTIVE:

DESIGNER      DATE

R.Tucker      4/02/12

APPROVAL

CUSTOMER      DATE

LANDLORD      DATE

SALES      DATE

ESTIMATING      DATE

SURVEY      DATE

DESIGN NUMBER

566426

ARCHIVE NUMBER

SHEET

4 of 4

203

RA-YESCO 2012 JOBSCLEAR CHANNEL 55' POLE COVER RANCHO CORDOVA 566426 DesignCLEAR CHANNEL 55' POLE COVER RANCHO CORDOVA 566426 R1.cdr

Agreement for Digital Billboard  
City of Rancho Cordova and Clear Channel Outdoor

**Exhibit C**

**Amber Alert Guidelines**

**AMBER alerts are issued by the National Center for Missing and exploited Children in Washington, DC. For those alerts, CCO and the outdoor advertising industry adhere to these guidelines:**

**Digital Freeway Sign advertising will be completely interrupted upon receipt of an AMBER Alert within the affected geographical boundary.**

**The appropriate AMBER Alert will run uninterrupted for a minimum of one hour preempting all other advertising.**

**During the next two hours, the same alert will be displayed in rotation along with other paid advertisers unless cancelled earlier. After the initial 3 hour display period, any additional posting of the alert is based on the situation and availability.**

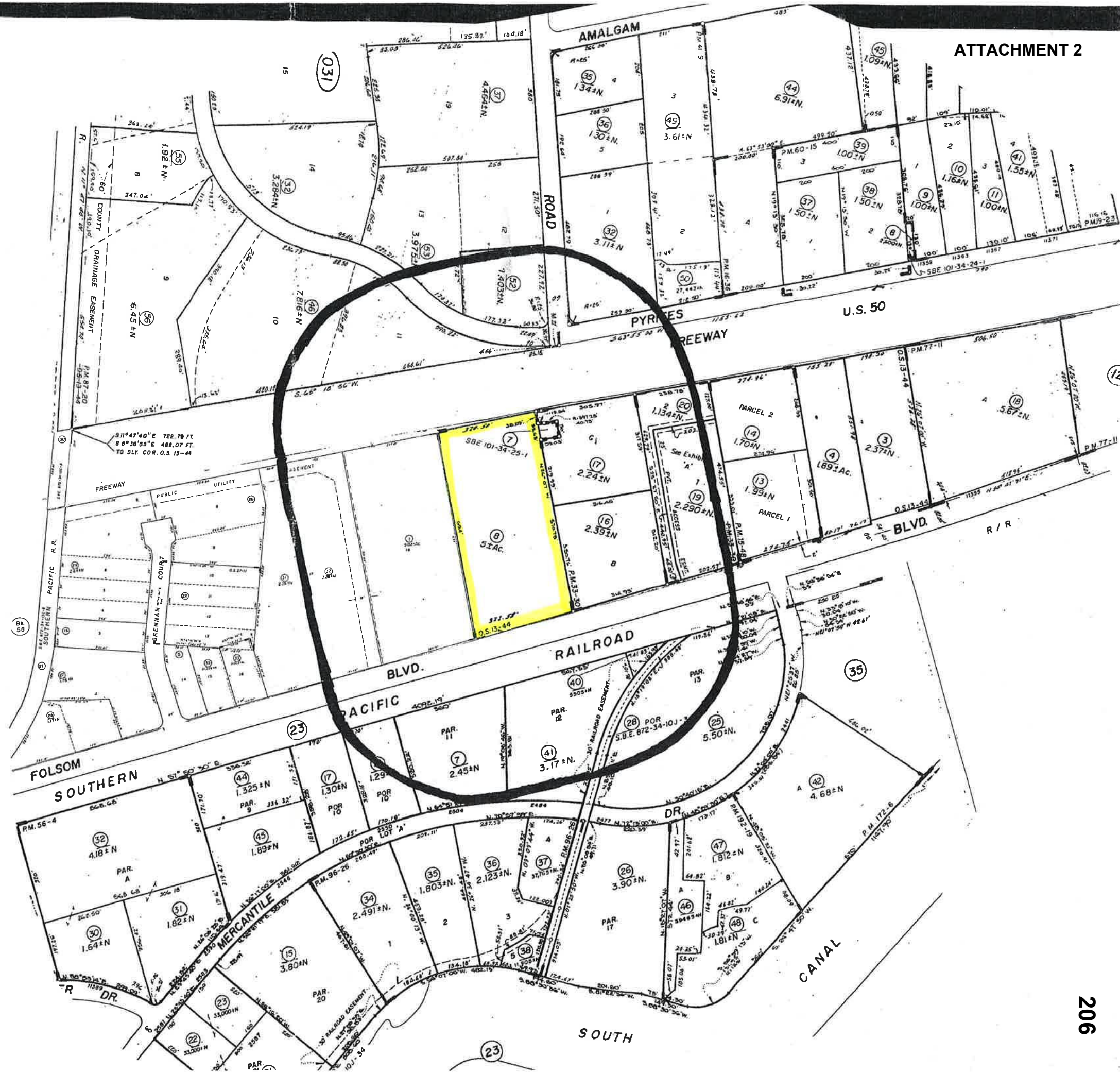




500' RADIUS  
SURROUNDING  
11335 Folsom Blvd.  
(APN 069-0130-008)

SEE INDIVIDUAL MAPS

69-13  
69-03  
69-09  
69-14  
72-39



ATTACHMENT 2

069 0031 046 0000  
Buzz Oates LLC & Weber Homes Inc  
960 Fulton Ave #100  
Sacramento, CA 95825-4558 ✓  
069 0090 001 0000  
Hardcastle  
11347 Folsom Blvd #d  
Rancho Cordova, CA 95742-6225 ✓  
069 0130 007 0000  
Southern Calif Water Co  
3625 W 6th St  
Los Angeles, CA 90020-3036 ✓  
069 0130 017 0000  
Hcf Inc  
11347 Folsom Blvd #d  
Rancho Cordova, CA 95742-6225 ✓  
069 0130 019 0003  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0006  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0009  
Tony Faryniarz  
11355 Folsom Blvd #f  
Rancho Cordova, CA 95742-6249 ✓  
069 0130 019 0012  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0016  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0140 050 0000  
Pyrites LLC  
6707 Steele Oak Ln  
Carmichael, CA 95608-3403 ✓

069 0031 052 0000  
Judson Assocs LLC  
2440 Gold River Rd #100  
Rancho Cordova, CA 95670-6390 ✓  
069 0090 031 0000  
Sarah & Robert Forest  
Po Box 877  
Mendocino, CA 95460-0877 ✓  
069 0130 008 0000  
Hcf Incorporated  
10411 Old Placerville Rd #215  
Sacramento, CA 95827-2538 ✓  
069 0130 019 0001  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0004  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0007  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0010  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0014  
Nimbus Business Park Owners Association  
11390 Sunrise Gold Cir #100  
Rancho Cordova, CA 95742-7513 ✓  
069 0130 020 0000  
Jones Jr.  
1401 Booth Rd #160  
Roseville, CA 95747-9706 ✓  
072 0390 007 0000  
Habra & Masters  
2504 Mercantile Dr  
Rancho Cordova, CA 95742-8201 ✓

069 0031 053 0000  
Judson Assocs LLC  
2440 Gold River Rd  
Rancho Cordova, CA 95670-6389 ✓  
069 0090 032 0000  
George Anselmo  
Po Box 1154  
Lotus, CA 95651-1154 ✓  
069 0130 016 0000  
Welch Group LLC  
11345 Folsom Blvd  
Rancho Cordova, CA 95742-6224 ✓  
069 0130 019 0002  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0005  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0008  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0011  
Fjm Nimbus Associates LLC  
222 Kearny St #600  
San Francisco, CA 94108-4509 ✓  
069 0130 019 0015  
Andrew Scott  
11355 Folsom Blvd #h  
Rancho Cordova, CA 95742-6249 ✓  
069 0140 032 0000  
Linda Tetz  
1789 Swan Lake Dr  
6169 Shadowbrook Dr  
Granite Bay, CA 95746-8902 ✓  
072 0390 017 0000  
Trade Center Eight LP  
Po Box 1188  
Roseville, CA 95678-8188 ✓

**ATTACHMENT 2**

072 0390 018 0000  
H Harry & Marianne Mueggenburg  
3525 Bluff Ct  
Carmichael, CA 95608-2811 ✓  
072 0390 040 0000  
Sacramento Regional Transit District  
Po Box 2110  
Sacramento, CA 95812-2110 ✓

072 0390 025 0000  
Ess Prisa LLC  
Po Box 320099  
Alexandria, VA 22320-4099 ✓  
072 0390 041 0000  
Kohout  
108 Copper Creek Dr  
Folsom, CA 95630-7130 ✓

072 0390 028 0000  
Sacramento Regional Transit  
2811 O St  
Sacramento, CA 95816-6410 ✓

## MEMORANDUM

**DATE:** February 4, 2013

**TO:** Honorable Mayor and Council Members

**FROM:** Jessica Hayes, Housing and Community Development Specialist  
Dana Grossi, Housing Services Assistant



**SUBJECT: PUBLIC HEARING CONSIDERING ADOPTION OF THE MIDYEAR AMENDMENT TO THE 2012-13 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN**

### **RECOMMENDATION**

Approve Resolution No. 12-2013 adopting the Midyear Amendment to the 2012-13 Community Development Block Grant Action Plan

### **RESULT OF RECOMMENDED ACTION**

1. Adopts the amendment to the 2012-13 CDBG Action Plan
2. Authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and
3. Allows staff to make technical modifications to the Action Plan to correct minor errors and to respond to direction from HUD.

### **BACKGROUND**

Each year the City receives an entitlement allocation of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). In order to secure funding, the City must submit an Action Plan, which serves as the CDBG program's annual budget and program implementation document. The City Council adopted the 2012-13 Action Plan on May 7, 2012. Since that time, City staff completed a complete reconciliation of CDBG funds – both internally and with HUD's Integrated Disbursement and Information System (IDIS). During this reconciliation, staff discovered \$169,030 in unspent prior year funds. Some of these funds were left over from projects that were completed under budget, some were programmed for projects that were later determined to be infeasible, and some were re-allocated for potential projects that were never fully identified. In order to commit a substantial amount of these recovered funds to existing activities, the City must amend its 2012-13 Action Plan.

As part of the City's commitment to CDBG, there are obligations to expend funds in a timely manner and to use these funds to address qualified needs generally to be found in the CDBG target area. As such, the City could face penalty for having too large a balance of unexpended funding. To prevent this penalty, City staff recommends reallocating the \$169,030 in unspent

and re-captured prior year funds to certain housing and public facilities projects which respond to immediate community needs.

Based on qualifying projects which respond to immediate and pressing community needs, City staff recommends these changes:

- Rental Housing Inspection Program to receive an additional \$14,800 (increased from \$67,200 to \$82,000), which will allow for an increase in units inspected, from 700 to 1000 units.
- Code Enforcement Program to receive an additional \$14,800 (increased from \$67,200 to \$82,000), which will allow for an increase in units inspected, from 700 to 1000 units.
- Dedication of \$104,930 to fund Public Works ADA Improvements, which will provide for continued improvements in the community, including installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs. This is a new program, not originally included in the 2012-2013 Action Plan. It is part of a multi-year program intended to provide a more reliable funding source for ADA accessibility upgrades throughout the City.
- Dedication of \$95,650 to Public Facility ADA Accessibility Improvements – Soil Born Farms, an urban agriculture and education project, will participate in the planning and construction of ADA improvements to existing infrastructure at the facility. This is a new project intended to help improve accessibility to a local public asset. The funding provided will assist with the planning and construction of ADA accessible restrooms, ramps, and paths of travel.
- Police Activities League (PAL) to receive an additional \$38,850 in funding, to account for updated utility and project costs for acquisition of a 3,000 square foot portable building to be used as an after-school youth center. The project had already received \$236,250 in total funding for the 2010-11 and 2011-12 program years. Together with the additional \$38,850 recommended in this Action Plan Amendment, total project cost is \$276,100.
- Reallocation of \$100,000 originally set aside for Façade and Facilities Improvements, which would have initiated an economic development program designed to help small and medium sized businesses in the CDBG target area fund façade and facilities improvements. City staff recommend that the \$100,000 be reallocated to Public Facility ADA Accessibility Improvements (described above) and PAL for youth center facility acquisition (described above).
- Folsom Cordova Community Partnership's (FCCP) Group Mentoring Initiative to receive a decrease in CDBG funding from \$20,000 to \$17,500. The City's General Fund would provide \$2,500 to make up for the decrease. The funds adjustments will make it possible for FCCP to receive funding to be spent on youth services that are not CDBG-eligible, but that have been determined by the City to be advantageous to the program. The City would dedicate the \$2,500 of unused CDBG funds to the Senior Nutrition Program (Meals on Wheels).
- Senior Nutrition Program (Meals on Wheels) to receive an additional \$2,500 (reallocated from the Group Mentoring Initiative) (increased from \$35,000 to \$37,500).
- Sacramento Self-Help Housing to receive an additional \$12,000 (increased from \$12,000 to \$24,000), so that the organization can provide additional services for residents, including tenant-landlord counseling, case management, and Fair Housing referrals.
- Reallocation of \$12,000 in Fair Housing funds (decrease from \$22,000 to \$10,000) to Sacramento Self-Help Housing. The remaining \$10,000 will be used to cover staff costs for the Fair Housing Representative, a 20% position staffed out of Neighborhood Services.



## 2012-13 PROPOSED FUNDING CHANGES

| Activity Name                                                    | 2012-13 Action Plan | Proposed Change  | Amount of Increase/Decrease |
|------------------------------------------------------------------|---------------------|------------------|-----------------------------|
| Rental Housing Inspection Program                                | \$67,200            | \$82,000         | \$14,800                    |
| Code Enforcement                                                 | \$67,200            | \$82,000         | \$14,800                    |
| Emergency Repair Loan Program                                    | \$54,795            | \$54,795         | -                           |
| Public Works ADA Improvements                                    | -                   | \$104,930        | \$104,930                   |
| Public Facility ADA Accessibility Improvements (Soil Born Farms) | -                   | \$95,650         | \$95,650                    |
| Police Activities League (PAL)                                   | -                   | \$38,850         | \$38,850                    |
| Senior Center Facility Improvements                              | \$75,000            | \$75,000         | -                           |
| Group Mentoring Initiative                                       | \$20,000            | \$17,500         | \$(2,500)                   |
| Senior Nutrition Program (Meals on Wheels)                       | \$35,000            | \$37,500         | \$2,500                     |
| Sacramento Self-Help Housing, Inc.                               | \$12,000            | \$24,000         | \$12,000                    |
| Respite CLUB                                                     | \$7,000             | \$7,000          | -                           |
| Fair Housing                                                     | \$22,000            | \$10,000         | \$(12,000)                  |
| Façade and Facilities Improvement                                | \$100,000           | -                | \$(100,000)                 |
| Planning and Administration                                      | \$100,000           | \$100,000        | -                           |
| <b>TOTALS</b>                                                    | <b>\$560,195</b>    | <b>\$729,225</b> | <b>\$169,030</b>            |

HUD requires that all communities receiving HUD funds, including CDBG, agree to Affirmatively Further Fair Housing in the recipient community. During the 2012-2013 CDBG application process, staff expressed concerns about the capacity of the Human Rights Fair Housing Commission, who was then under contract to provide Fair Housing services, to meet the increased scrutiny that HUD has begun placing on Fair Housing activities. Staff recommended, and council accepted, that staff be given 6 months to evaluate Fair Housing best practices and obligations, and that staff would return at the midyear amendment with recommendations for a Fair Housing program change. Fair Housing funding was reserved during the original 2012-2013 Action Plan to fund the new program.

Staff has engaged in extensive Fair Housing training to help gain a solid understanding of the City's Fair Housing obligations, HUD's ever evolving stance on jurisdictions' role in Affirmatively Furthering Fair Housing, and the best practices involved in managing those obligations. The result of this training is a multi-tiered Affirmatively Furthering Fair Housing Plan (see attached plan outline) that addresses the immediate Fair Housing requirements for responding to Fair Housing complaints and case management, and provides a template for a more long-term approach to addressing impediments to fair housing. A driving concern during the formulation of this Plan has been a statement by HUD that jurisdictions should be aware that contracting



with third party Fair Housing service providers does not alleviate that jurisdiction's responsibility to Affirmatively Further Fair Housing, and that jurisdictions should be using their required Analysis of Impediments to Fair Housing as templates for their fair housing programs and plans.

The Affirmatively Furthering Fair Housing Plan, as currently proposed, is comprised of three main components. The first component is the monitoring and management of Fair Housing claims. The Neighborhood Services Division has for the last several years been a primary point of contact for many of our residents who may have been discriminated against or who may have a valid Fair Housing claim. The new Fair Housing Plan expands on this role to include client intake and case management. Phillip Nichols, one of the City's Rental Housing Inspectors, has received extensive training by HUD, HCD, and a HUD recommended training program presented by Fair Housing of Marin, to be able to identify potential Fair Housing violations, and to direct residents to the appropriate state and federal resources. Mr. Nichols has also built on Neighborhood Service's current case management protocol to incorporate the required case management tracking. By building on Mr. Nichols' foundation in Rental Housing Inspection, and leveraging relationships and systems already in place, the City is in a position to ensure that Fair Housing obligations are being met as per HUD's requirements. It is expected that for the next 6 months or so, Mr. Nichols will be spending 20% of his work week working on Fair Housing cases and case management. While this will by default reduce his total Rental Housing Inspection caseload, the funding for Fair Housing will be in addition to the CDBG funding for the Rental Housing Inspection program, allowing that program to use CDBG funds with the new Rental Housing Inspection staff to ensure that the program continues to be fully funded and operational.

The second component of the Fair Housing Plan will be more long-term. It will address the impediments identified in the Analysis of Impediments (AI) developed in conjunction with the City's CDBG Consolidated Plan in 2011. The Fair Housing Plan will set the framework from which programs intended to address specific impediments to fair housing will be implemented. More information about the long-term approach to address the AI will be included in the 2013-2014 CDBG Action Plan.

The third component of the Fair Housing plan is the need for landlord-tenant mediation, as a separate activity from Fair Housing. Introduced in this amendment is a solution that incorporates Sacramento Self-Help Housing as that mediation provider, as part of their efforts to prevent homelessness. Sacramento Self-Help Housing has been performing these tenant-landlord mediations on a trial basis for the last six months and has had success, both in preventing homelessness, and in meeting HUD's requirements for that service. The City also provided Fair Housing training to key Sacramento Self-Help staff to assist in identifying mediation cases that may actually involve Fair Housing violations. Sacramento Self-Help will be working closely with City staff, to ensure proper case management and Fair Housing referrals as needed.

Staff believes that this multi-tiered approach will ensure that the City meets its Fair Housing obligations, and will still being flexible enough to address as yet unseen challenges. It also provides security in knowing that HUD's requirements are being addressed in a timely manner.

## **ATTACHMENTS**

1. 2012-13 CDBG Action Plan Amendment (Proposed)
2. Fair Housing Plan (Outline)

# 2012-2013 CDBG Action Plan Midyear Amendment

*Public Review Draft*

1-25-2013

CITY OF

Rancho Cordova  
Housing Services

## **CITY OF RANCHO CORDOVA**

### **2012-2013 PROPOSED ACTION PLAN AMENDMENT**

The City of Rancho Cordova adopted its 2012-13 Action Plan for the use of federal Community Development Block Grant (CDBG) funds on May 7<sup>th</sup>, 2012. The City submitted this plan to the Department of Housing and Urban Development (HUD) and HUD subsequently approved the City's plan.

During the 2011-12 and the beginning of the 2012-13 program years, City Staff completed a complete reconciliation of the CDBG funds – both internally and with HUD's Integrated Disbursement and Information System (IDIS). During this reconciliation, staff discovered \$169,030 in unspent prior year funds. Some of these funds were left over from projects that were completed under budget, some were programmed for projects that were later determined to be infeasible, and some were re-allocated for potential projects that were never fully identified. In order to commit a substantial amount of these recovered funds to existing activities, the City must amend its 2012-13 Action Plan. A description of the activities and proposed changes in funding is as follows.

#### **Housing**

##### **Rental Housing Inspection Program – *EXISTING ACTIVITY***

The Rental Housing Inspection Program is an area benefit activity wherein CDBG is partially funding the salary and benefits for 1 FTE code enforcement officer whose duties include inspecting rental units within the CDBG target area. The program's funding was increased from \$67,200 to \$82,000, the amount at which the program was funded in the 2011-12 program year. The expected Output was increased from 700 units inspected to 1000 units inspected. The \$14,800 increase is from unspent prior year funds.

|                   |                                                                      |
|-------------------|----------------------------------------------------------------------|
| 2012-13 Output:   | 1000 rental units inspected                                          |
| Outcome Category: | DH-3 "Decent Housing with Purpose of New or Improved Sustainability" |
| Funding:          | \$82,000 (increased from \$67,200)                                   |

##### **Code Enforcement – *EXISTING ACTIVITY***

The Code Enforcement Program is also an area benefit activity wherein CDBG is partially funding the salary and benefits for 1 FTE code enforcement officer whose responsibilities include responding to code enforcement complaints and proactively enforcing code. The program's funding was increased from \$67,200 to \$82,000, the amount at which the program was funded in the 2011-12 program year. The expected

Output was increased from 700 units inspected to 1000 units inspected. The \$14,800 increase is from unspent prior year funds.

2012-13 Output: 1000 units inspected  
 Outcome Category: DH-3 “Decent Housing with Purpose of New or Improved Sustainability”  
 Funding: \$82,000 (increased from \$67,200)

### **Public Facilities**

#### **Public Works ADA Improvements – NEW ACTIVITY, NEW PROGRAM**

The City plans to dedicate \$104,390 in CDBG funds to its Public Works Department for the Pedestrian Improvement Program, which will allow for continued development and improvement of annual sidewalk repair and gap completion projects that provide safety and consistency in the existing pedestrian network. These improvements may include the installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs. While the Public Works Department has engaged in pedestrian improvement activities with CDBG funds prior to the 2012-2013 Action Plan Amendment, this amendment will implement a functional program that will facilitate annual funding. The \$104,930 allocated to this project is from prior year unspent funds.

2012-13 Output: 1 public works project completed  
 Outcome Category: SL-1 “Suitable Living Environment with Purpose of New or Improved Availability/Accessibility”  
 Funding: \$104,930

#### **Public Facility ADA Accessibility Improvements – NEW ACTIVITY**

##### *Soil Born Farms*

Soil Born Farms is an urban agriculture and education project that empowers youth and adults to participate in a local foods system that encourages healthy living, nurtures the environment, and grows a sustainable community. Soil Born Farms will participate in the planning and construction of ADA improvements to existing infrastructure at the facility. Soil Born Farms is located on property owned by the Cordova Recreation and Parks District. The \$95,650 allocated to this project is reallocated from Façade and Facilities Improvements, an activity identified in the 2012-13 Action Plan that is no longer deemed feasible.

2012-13 Output: Planning and construction of ADA improvements  
 Outcome Category: SL-1 “Suitable Living Environment with Propose of New or Improved Availability/Accessibility”  
 Funding: \$95,650

Police Activities League (PAL) Facility Acquisition – **EXISTING ACTIVITY**

The Police Activities League (PAL) is in the process of permanently acquiring a 3,000 square foot portable building and leasing permanent space and utilities from the school district, for the building for a minimum of 15 years. PAL intends to operate the building as an after-school youth center. The project was funded over two program years, with the first installment of \$118,125 in the 2010-2011 program year and the second installment of \$118,125 in the 2011-2012 program year for a total of \$236,250 awarded to PAL. However, the school district is requesting an addition \$38,850 in funding, to account for updated utility and project costs (building, installation, and construction). Together with committed funding in program years 2010-11 and 2011-12, the additional funding identified in this 2012-13 amendment results in a total project cost of \$276,100. \$34,500 of the \$38,850 is from prior year unspent funds. The remaining \$4,350 is transferred from Façade and Facilities Improvements.

2012-13 Output: 1 public facility to be acquired through long-term lease  
 Outcome Category: SL-1 “Suitable Living Environment with Propose of New or Improved Availability/Accessibility”  
 Funding: \$38,850 (increased from \$0)

**Economic Development**

Façade and Facilities Improvements – **EXISTING ACTIVITY**

The City’s had planned to initiate an economic development program designed to help small and medium businesses in the CDBG target area fund façade and facilities improvements. The original plan allocated \$100,000 for this program. Upon further research, City staff concluded that the program was too complicated for the level of funding, and that it would be very difficult to effectively initiate the program in a timely manner. The City is proposing to remove the \$100,000 from the Economic Development program and re-allocate it to Public Facility ADA Accessibility Improvements (Soil Born Farms) and Police Activities League (PAL) Facility Acquisition.

2012-13 Output: Two façade or facilities improvements.

Outcome Category: EO-1 “Economic Opportunity with the Purpose of New or Improved Availability/Accessibility”  
 Funding: \$0 (reduced from \$100,000)

## **Public Services**

### **Group Mentoring Initiative – *EXISTING ACTIVITY***

The Group Mentoring Initiative is a program that facilitates one-on-one mentoring for at-risk and disadvantaged youth. The program uses a multi-faceted mentoring and activity-based curriculum to encourage youth to stay away from socially disadvantageous activities and to pursue education and active community engagement. This Action Plan Amendment reflects a decrease in CDBG funding of the program from \$20,000 to \$17,500. The City’s General Fund (GF) is providing \$2,500 to make up for the CDBG funding decrease. The funds adjustments made it possible for the Folsom Cordova Community Partnership to receive funding to be spent on youth services that were not CDBG-eligible, but that were determined by the City to be advantageous to the program. The City dedicated the \$2,500 of unused CDBG funds to the Senior Nutrition Program (Meals on Wheels).

2012-13 Output: 80 youth served  
 Outcome Category: SL-1 “Suitable Living Environment with Propose of New or Improved Availability/Accessibility”  
 Funding: \$17,500 (decreased from \$20,000)

### **Senior Nutrition Program (Meals on Wheels) – *EXISTING ACTIVITY***

The Meals on Wheels (MOW) program provides homebound seniors with hot meals or frozen heat-and-serve meals, and provides lunch to seniors at the Cordova Senior Center. The City increased funding for MOW from \$35,000 to \$37,500 by dedicating \$2,500 of CDBG funds that were no longer needed for the Group Mentoring Initiative.

2012-13 Output: 205 seniors provided with meals  
 Outcome Category: SL-1 “Suitable Living Environment with Propose of New or Improved Availability/Accessibility”  
 Funding: \$37,500 (increased from \$35,000)

### **Sacramento Self-Help Housing Inc. – *EXISTING ACTIVITY***

Sacramento Self-Help Housing (SSHH) provides counseling and housing referrals to homeless and near-homeless individuals and households. The organization continues to operate in the City's primary low-income service center, the Rancho Cordova Neighborhood Center. This Action Plan Amendment reflects an increase in funding from \$12,000 to \$24,000, so that the organization can provide additional services for residents, including tenant-landlord counseling, case management, and Fair Housing referrals. The additional funds will be re-allocated from two sources of funds. \$10,000 of the public services funds set aside for Fair Housing will be allocated to Sacramento Self-Help Housing for tenant/landlord counseling. An additional \$2,000 of planning and administration funds originally allocated to Fair Housing will also be transferred to Sacramento Self-Help Housing to cover the costs of Fair Housing referrals and case management. The 2012-13 Output of 75 households provided counseling remains the same. The City needs to ascertain how SSHH will perform given the additional Fair Housing and tenant-landlord mediation responsibilities. Output goals for the 2013-14 program year will reflect the performance of both homelessness prevention counseling and tenant-landlord mediation.

2012-13 Output: 75 households provided counseling  
 Outcome Category: SL-1 "Suitable Living Environment with Propose of New or Improved Availability/Accessibility"  
 Funding: \$24,000 (increased from \$12,000)

#### Fair Housing – ***EXISTING ACTIVITY***

In the 2012-13 Action Plan the City identified the need to re-evaluate the efforts necessary to Affirmatively Further Fair Housing. In order to facilitate this evaluation, the City set aside \$24,000 in CDBG funds for the 2012-13 program funds. During evaluation the City identified tenant-landlord counseling and Fair Housing referral to be critical components of preventing homelessness and ensuring the affirmative furthering of Fair Housing. Sacramento Self-Help Housing had both the experience and the capacity to provide both of these services, and their contract was increased to compensate for the additional case-load. \$12,000 of CDBG funds were re-allocated from Fair Housing to Sacramento Self-Help Housing to cover the additional costs. The remaining funds will be used to cover training and staff time for a Fair Housing Coordinator position to be filled in-house.

2012-13 Output: 15 households provided fair housing referrals  
 Outcome Category: SL-1 "Suitable Living Environment with Propose of New or Improved Availability/Accessibility"  
 Funding: \$10,000 (decreased from \$22,000)



## 2012-13 PROPOSED AMENDED CDBG PROJECTS

| Goal                     | Activity Name                                  | Activity Description                                                                                                                                                       | Output                                        | Funding                                                                                                                                        |
|--------------------------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Housing</b>           |                                                |                                                                                                                                                                            |                                               |                                                                                                                                                |
| HS-1,<br>HS-2            | Rental Housing Inspection Program              | Inspect rental units in the redevelopment area to find and correct code violations.                                                                                        | 700 homes inspected                           | <b>\$82,000 (increased from \$67,200, using unspent prior year funds)</b>                                                                      |
| HS-1,<br>HS-2            | Code Enforcement                               | Provide code enforcement services in the redevelopment area.                                                                                                               | 700 homes inspected                           | <b>\$82,000 (increased from \$67,200, using unspent prior year funds)</b>                                                                      |
| HS-1,<br>HS-2            | Emergency Repair Loan Program                  | Emergency repairs for very low- and low-income homeowners facing health and safety problems (including mobile homes)                                                       | 6 loans made                                  | \$54,795                                                                                                                                       |
| <b>Public Facilities</b> |                                                |                                                                                                                                                                            |                                               |                                                                                                                                                |
|                          | Public Works ADA Improvements                  | Development and improvement of annual sidewalk repair and gap completion projects, including installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs    | 1 public works project completed              | <b>\$104,930 (from unspent prior year funds)</b>                                                                                               |
|                          | Public Facility ADA Accessibility Improvements | Planning and construction of ADA improvements to existing infrastructure at Soil Born Farms                                                                                | Planning and construction of ADA improvements | <b>\$95,650 (transferred from Façade and Facilities Improvements)</b>                                                                          |
| CD-2,<br>CD-3,<br>CD-4   | Police Activities League (PAL)                 | Fund and supervise the acquisition and renovation of a dedicated building to house PAL activities (Project is funded, will be completed during the 2012-2013 program year) | 1 Public facility acquired and renovated      | <b>\$38,850 (increased from \$0 - \$4,350 transferred from Façade and Facilities Improvements and \$34,500 from unspent prior year funds)*</b> |
| CD-2,<br>CD-3,<br>CD-4   | Senior Center Facility Improvements            | Provide improved emergency access to the Senior Center, including new gates and exiting, as well as updated restroom facilities                                            | 1 public facility acquired and renovated      | \$75,000                                                                                                                                       |
| <b>Public Services</b>   |                                                |                                                                                                                                                                            |                                               |                                                                                                                                                |

|                                    |                                            |                                                                                                                                                       |                                                 |                                                                                                                                             |
|------------------------------------|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| CD-2,<br>CD-3                      | Group Mentoring Initiative                 | Provide youth support and improve community involvement through intensive one-on-one youth mentoring                                                  | 80 youth served                                 | <b>\$17,500 (decreased from \$20,000)</b>                                                                                                   |
| CD-1,<br>CD-3                      | Senior Nutrition Program (Meals on Wheels) | Provide homebound seniors with hot meals or frozen heat-and-serve meals and provide lunch to seniors at the Cordova Senior Center                     | 205 seniors provided meals                      | <b>\$37,500 (increased from \$35,000, using funds transferred from Group Mentoring Initiative)</b>                                          |
| HA-1,<br>CD-3                      | Sacramento Self-Help Housing, Inc.         | Provide housing services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing          | 75 households provided counseling               | <b>24,000 (increased from \$12,000, using \$10,000 in funds originally set aside for Fair Housing and \$2,000 from Planning and Admin.)</b> |
| CD-1,<br>CD-3                      | Respite CLUB                               | Provides senior respite day care services to seniors with severe memory loss                                                                          | 24 seniors provided care services               | <b>\$7,000</b>                                                                                                                              |
| HS-1,<br>HS-2                      | Fair Housing                               | Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating discrimination complaints   | 50 households provided assistance and education | <b>\$10,000 (Decreased from \$22,000 – which was \$10,000 from Public Services, &amp; \$12,000 from Planning and Admin.)</b>                |
| <b>Economic Development</b>        |                                            |                                                                                                                                                       |                                                 |                                                                                                                                             |
| CD-1,<br>CD-3                      | Façade and Facilities Improvement          | Initiate an economic development program designed to help small and medium businesses in the CDBG target area fund façade and facilities improvements | 2 façade or facilities improvements             | <b>\$0 (Decreased from \$100,000)</b>                                                                                                       |
| <b>Planning and Administration</b> |                                            |                                                                                                                                                       |                                                 |                                                                                                                                             |
|                                    | Planning and Administration                | Provide general administration of the CDBG program, including all planning and reporting activities                                                   | 1 year of program administration                | <b>\$112,000 (\$12,000 of this total to be used to further Fair Housing efforts)</b>                                                        |

\* \$118,125 in funding for acquisition of public facility space for PAL was committed from FY 2010-2011 CDBG. In the FY 2011-2012 funding cycle, the amount committed was doubled to \$236,250. PAL submitted a revised cost estimate for the project, reflecting a project cost increase of \$38,850, as noted in the above table. The project will be started this 2012-2013 program year and completed during the 2013-2014 program year. Total project funding across the years is \$275,100.

## 2012-13 PROPOSED FUNDING CHANGES

| Activity Name                                                    | 2012-13 Action Plan | Proposed Change  | Amount of Increase/Decrease |
|------------------------------------------------------------------|---------------------|------------------|-----------------------------|
| Rental Housing Inspection Program                                | \$67,200            | \$82,000         | \$14,800                    |
| Code Enforcement                                                 | \$67,200            | \$82,000         | \$14,800                    |
| Emergency Repair Loan Program                                    | \$54,795            | \$54,795         | -                           |
| Public Works ADA Improvements                                    | -                   | \$104,930        | \$104,930                   |
| Public Facility ADA Accessibility Improvements (Soil Born Farms) | -                   | \$95,650         | \$95,650                    |
| Police Activities League (PAL)                                   | -                   | \$38,850         | \$38,850                    |
| Senior Center Facility Improvements                              | \$75,000            | \$75,000         | -                           |
| Group Mentoring Initiative                                       | \$20,000            | \$17,500         | \$(2,500)                   |
| Senior Nutrition Program (Meals on Wheels)                       | \$35,000            | \$37,500         | \$2,500                     |
| Sacramento Self-Help Housing, Inc.                               | \$12,000            | \$24,000         | \$12,000                    |
| Respite CLUB                                                     | \$7,000             | \$7,000          | -                           |
| Fair Housing                                                     | \$22,000            | \$10,000         | \$(12,000)                  |
| Façade and Facilities Improvement                                | \$100,000           | -                | \$(100,000)                 |
| Planning and Administration                                      | \$100,000           | \$100,000        | -                           |
| <b>TOTALS</b>                                                    | <b>\$560,195</b>    | <b>\$729,225</b> | <b>\$169,030</b>            |

## **Rancho Cordova's Affirmatively Furthering Fair Housing Plan**

### **Fair Housing Services Joint Powers Agreement (JPA) with Citrus Heights and Elk Grove**

- **Leverage Analysis, Reporting, and Testing**
  - Analysis of Impediments to Fair Housing
  - Annual Housing Discrimination Testing
  - Shared Consolidated Planning for Fair Housing Enforcement
  - Shared HUD Housing Discrimination Reporting
  - Shared Fair Housing Plans (standardized procedures)
- **Leverage Documentation and Case Management Tools**
  - Shared Case Management System (online case tracking)
  - Shared Report Formats (standardize for interchangeability)
- **Leverage Education and Outreach Efforts**
  - Shared Curriculums
  - Multi-jurisdictional Fair Housing Law Education Opportunities
    - Training for City Employees and Officials
    - Training for Apartment Managers/Landlords/Tenants

### **Fair Housing Plan Outline**

- I. Analysis of Impediments Evaluation**
  - a. Identify Priority Impediments
    - i. Plan Policy Resolutions
    - ii. Plan Action Resolutions
  - b. Identify Secondary Impediments
    - i. Plan Policy Resolutions
    - ii. Plan Action Resolutions
  - c. Annual Evaluation of Results
    - i. Results of Policies
      1. Effective? Measurable?
    - ii. Results of Actions
      1. Effective? Measurable?
- II. Education and Outreach**
  - a. Rental Housing Seminars
    - i. Tenant Rights and Obligations
    - ii. Landlord Rights and Obligations
  - b. Fair Housing Law Training
    - i. Violations

**ATTACHMENT 2**

- ii. Remedies (filing claims, legal representation)
- iii. Ramifications

**III. Annual Analysis of Fair Housing Discrimination**

- a. Sample Testing
  - i. Annual
  - ii. Tests for different protected categories
  - iii. Shared tests with Citrus Heights and Elk Grove
  - iv. Provide Education and Outreach that coordinates with testing

**IV. Case Management (Enforcement)**

- a. Tenant Landlord Mediation Cases
  - i. Case Intake (standardized forms)
  - ii. Referrals to Sacramento Self-Help (or other third-party mediator)
  - iii. Case follow-up
  - iv. Quarterly reports on all Mediation cases provided to City
    - 1. City record keeping of Mediations
    - 2. Report to HUD on an annual basis
- b. Fair Housing Discrimination Cases
  - i. Case Intake (standardized forms)
    - 1. Referral to State of California Department of Fair Employment and Housing
    - 2. Referral to Federal Fair Housing Act Claims
  - ii. Record keeping on all State and Federal case referrals
    - 1. Annual report to HUD
- c. Case Tracking
  - i. Online Case Management
    - 1. JPA shared costs for proprietary online system
    - 2. Standardized reporting
    - 3. HUD approved formats
  - ii. Case Resolution and Follow-up
    - 1. Mediation
      - a. Follow-up
      - b. Resolution
      - c. Closure
    - 2. Referral to State or Federal Claims
      - a. Closure
  - iii. Case Reporting
    - 1. CDBG Annual Reporting to HUD



## MEMORANDUM

**DATE:** February 4, 2013

**TO:** Honorable Mayor and Council Members

**FROM:** Cyrus Abhar, Public Works Director  
Adam Lindgren, City Attorney

**SUBJECT: PRIVATE BUSINESS DIRECTIONAL SIGN POLICY**



### **RECOMMENDATION**

That Council consider various policy options related to private business directional signs in the public rights-of-way and provide direction to staff as appropriate.

### **RESULT OF RECOMMENDED ACTION**

Staff will act appropriately given the direction provided by Council.

**ADVANCES GOALS:** 1, 2, 5, and 6.

### **BACKGROUND**

The City of Rancho Cordova currently has no formal policy guiding directional signs. However, a uniform signage system is desirable. At a May 15, 2012, public Work Session, Council was presented with a directional sign discussion that sought guidance on a policy to determine what should be included on directional signs, and what the look of those signs should be.

Staff's understanding of Council guidance, based on the May discussion, was that a City signage system should include public facilities (such as Hagan Park, City Hall, Police Station, etc.), that it might possibly include certain areas or neighborhoods throughout the City (such as Olson Island, Capital Village, certain neighborhoods, etc.), and that private businesses were not desired as listed points of interest.

Since the May discussion staff has received further guidance that any directional sign designs should be put on hold until such time as the City's branding effort has taken place. The stop to substantive design work was to accommodate the broader desire for a City-wide branded look that will be included on directional signs.

### **DISCUSSION**

Many cities and communities utilize directional signs to help direct traffic, both vehicular and pedestrian, to certain points of interest. Directional signage quality, design, and complexity tend to vary based upon the number and concentration of points of interest, as well as based on the desires of a given community.



Recently, the City received two separate requests from Cordova Casino and National University, to place entity specific directional signs directing traffic to their businesses (it should be noted that other businesses have approached the City in the past with similar signage requests). As part of these new requests for business specific directional signs, there has been an offer to pay for the signs and provide space for directional signs to public facilities as well. This would reduce the overall cost of the signage program to the City.

As a policy discussion, staff is not looking for a definition from Council on the quality, design, or complexity of a signage system at this time. Rather, the intended purpose of the discussion tonight is, instead, to clearly provide policy direction about what points of interest should be included in a signage system in Rancho Cordova, and whether or not those points of interest should include private businesses.

### **LEGAL CONSIDERATIONS**

In addition to policy and branding considerations, the City Attorney advises that allowing private businesses to have directional signs in the City would raise a number of complex legal issues.

The City generally has the authority to prohibit off-site commercial signage as long as:

- 1) It seeks to implement a substantial government interest (such as traffic safety or aesthetics);
- 2) The regulation directly advances that interest; and
- 3) The regulation reaches no further than is necessary to accomplish its legitimate objective.

Sign regulations should be content neutral. "Content neutral" means the regulation of signs is limited to the size, location, and other physical traits of signs, but does not extend to the content of the message on the signs. Thus, if the City allows some businesses to have directional signs, it likely would not be able to prohibit other businesses from having similar signs, particularly if the determination is based on anything other than the physical characteristics of the sign. For example, it would be difficult to justify a sign regulation that allowed certain types of businesses to have a directional sign, but prohibited other types of businesses from having a similar sign based on the nature of the business or the content of the message on the sign. That type of regulation extends beyond the traffic safety and aesthetic rationale for restricting signs, and puts the City in the constitutionally problematic position of deciding which messages it will allow on the signs.

The City may have some very limited discretion to distinguish between different types of commercial speech; however, it has almost no discretion to selectively regulate noncommercial speech. It is also important to note that the City cannot be more restrictive of noncommercial speech than it is of commercial speech. In other words, the City cannot allow off-site commercial advertising in a location where political signs or other noncommercial speech is prohibited. To justify content-based sign regulations of noncommercial speech, the ordinance would have to be necessary to justify a compelling government interest. This is a very difficult test to meet. The constitutional limitations on sign regulations discussed above apply both within and outside of public rights of way.

In addition to these broad constitutional parameters related to the City's regulation of signs, there is also a general prohibition in the California Outdoor Advertising Act against advertising displays within the right of way of any highway. The Business and Professions Code, unlike the Vehicle Code, broadly defines "highway" to include "roads, streets, boulevards, lanes, courts,

places, commons, trails, ways or other rights-of-way or easements used for or laid out and intended for the public passage of vehicles or of vehicles and persons. The Outdoor Advertising Act allows off-site advertising outside of highway rights of way, subject to certain limitations.

If the council provides policy direction to City Staff and the City Attorney to draft a directional sign ordinance, additional legal review, after considering the Council's policy objectives, will be necessary to determine the exact legal limitations on the details of the ordinance. This review can be time consuming, costly and still result in legal risk due to the case law that exists pertaining to sign regulation. The relevant case law is factually intensive, legally complex, and at times inconsistent.

## **FINANCIAL CONSIDERATIONS**

Designed directional signs have a cost of approximately eight to ten thousand (\$8,000 - \$10,000) dollars each, to manufacture and install (this cost does not take into account any design, planning, or staff work). Sign life is generally around ten (10) years. If the City has private businesses included as points of interest then costs could be recovered by private entities placing their name on the signs. If private businesses are not included as points of interest then the City would need to cover the full cost of signs.

Placement of signs throughout the City would depend largely on Council guidance on definition of points of interest. However, general staff discussions have assumed the total number of signs city-wide would be somewhere between eight signs and fourteen signs. This puts total cost for signs in the range of approximately eighty thousand (\$80,000) to one hundred forty thousand (\$140,000) dollars.

## **POLICY DIRECTION**

In light of the requests the legal, financial and practical considerations discussed above, staff is seeking clear policy direction on the following two options:

**Option 1 - Private Businesses Allowed** – Should private businesses be allowed to place their names on directional signs? If this is Council's direction, some further issues for consideration include:

- In Order to create a uniform procedure for placing business names on City-designed sign system; what are criteria for business selection? How does City determine who gains access to limited space on City designed signs?

**Option 2 - Private Businesses NOT Allowed** – City precludes private entities from having access to public rights-of-way for directional signs. Further issues to consider:

- Do City-designed directional signs include only public assets (Hagan Park, City Hall, Police Station, etc.)?; or
- Do the signs also include recognizable "places" around the City (i.e. Capital Village, Anatolia, Olson Island, etc.)?

