

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, November 1, 2021

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

In response to Governor’s Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of Rancho Cordova, the City is following the state and local guidelines. This meeting will also be available to the public via video/teleconferencing.

Join the Meeting Via Zoom Link:

<https://cityofranchocordova.zoom.us/j/83756028518?pwd=M1JxOG9NQk9wS0w2RWxsUWk1TVFadz09>

Join the Meeting via the Zoom Phone Number

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

Webinar ID: 837 5602 8518

Password: 578969

Instructions to Make Public Comment

Submitting Public Comment via Email

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranchocordova.org no later than 3:00 p.m. on Monday, November 1, 2021. All comments submitted later than 3:00 p.m. will be sent to the City Council for their review and may not be read during the meeting.

Listening to a Zoom Meeting by Zoom Video Conference

To make a public comment using the Zoom platform, please use the “raise hand” feature at the bottom center of the screen. Please make sure to enable audio controls once access has been given

by the City Clerk's office to speak. Please wait to be called upon by the City Clerk.
Listening to a Zoom Meeting by Phone Only

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

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk's Office at (916) 851-8720 Monday, November 1, 2021 before 3:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

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

5. PRESENTATIONS

5.1. Introduction of New Employee: Randi Kay Stephens, Management Analyst II by Stacy Delaney, Senior Management Analyst.

5.2. Introduction of New Rancho Cordova Police Chief Brandon Luke.

6. PUBLIC COMMENT

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

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

For items on the agenda, speakers will be called by the Mayor at the point on the agenda when the item will be heard.

Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take

immediate action arose after the posting of the agenda.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of October 18, 2021.
Recommendation: Adopt the Minutes.
- 9.2. **Subject:** A Resolution Declaring the Results of Mail Ballot Election for Rancho Cordova Transit-Related Services Special Tax Area Zone 30 for the Falconer Commercial Building Project.
Recommendation: Adopt the Resolution.
- 9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 57-2019-1 with MCE Corporation to Extend the Contract Term from June 30, 2022, to June 30, 2023, Which Results in an Increase to the Contract Amount from \$880,606 to An Amount Not To Exceed \$1,435,000 for Citywide Stormwater Facility Maintenance Services.
Recommendation: Adopt the Resolution.
- 9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Purchase and Sale Agreement No. 2021-311 with Folsom Cordova Unified School District for the Real Property Located at 3355 Monier Circle (APN 072-1010-029) in an Amount not to Exceed \$2,380,000 for the Monier Circle Flood Control Basin Project to Improve Safety and Promote Livability.
Recommendation: Adopt the Resolution.
- 9.5. **Subject:** A Resolution Authorizing the Public Works Director to Execute a Drainage Impact Fee Credit Agreement with Woodside Homes for the Arista Del Sol Project.
Recommendation: Adopt the Resolution.
- 9.6. **Subject:** A Resolution Authorizing the Public Works Director to Execute a Drainage Impact Fee Credit Agreement with K. Hovnanian at Jaeger Ranch, LLC for the Ranch Project.
Recommendation: Adopt the Resolution.
- 9.7. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-38-1 with R.E.Y. Engineers, Inc. which Results in Increasing the Contract Amount from \$436,459 to an Amount not to Exceed \$483,920 for the Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project to Increase Safety and Promote Livability.
Recommendation: Adopt the Resolution.
- 9.8. **Subject:** A Resolution Approving the Final Map of the Ranch Village 9, Subdivision No. FM-2021-002-02, and Authorizing the City Manager to Execute Subdivision Improvement Agreement Contract No. 2021-310 With K. Hovnanian at Jaeger Ranch, LLC.
Recommendation: Adopt the Resolution.
- 9.9. **Subject:** Second Reading of an Ordinance Establishing a Special Tax Zone 32 Transit-Related Services for the Express Sewer and Drain Project.
Recommendation: Waive the second reading and adopt the Ordinance.
- 9.10. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment 2021-21-2 with Park Consulting Group in an Amount Not to Exceed \$250,000 for EnerGov Report

Writing and Support Services.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1. **Subject:** A Resolution Approving the Community Development Block Grant 2022 Annual Action Plan and Third Amendment to the 2020 Annual Action Plan.

Recommendation: Adopt the Resolution.

- 10.2. **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of the Annual Stormwater Utility Fee for the Express Sewer and Drain Project.

Recommendation: Adopt the Resolution.

- 10.3. **Subject:** California Northstate University Parcel Map - Project No. PLND-0921-0004 - Tentative Parcel Map.

Recommendation: Adopt the Resolution for the Tentative Parcel Map.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** Implementation Alternatives for Residential Organic Waste Collection Program.

Recommendation: Receive presentation and provide direction to staff.

- 12.2. **Subject:** Final Discussion and Direction on Reinstating a Planning Commission.

Recommendation: Receive a report that summarizes Council's direction on various topics related to reinstating the Planning Commission. Provide staff with any additional feedback on the information presented.

- 12.3. **Subject:** County of Sacramento Redistricting Information and Discussion.

Recommendation: Receive County of Sacramento presentation regarding County Redistricting and provide Council input.

- 12.4. **Subject:** Fiscal Year 2020-21 Preliminary Year-End Financial Report and Resolutions Authorizing Budget Amendment and Reserve Policy Amendment.

Recommendation: Receive the Fiscal Year 2020-21 Preliminary Year-End Financial Report and Approve the Proposed Budget Amendment and Reserve Policy Amendment Resolutions.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

Mayor Gatewood will adjourn the meeting to closed session.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) Cordova Recreation and Park District v. City of Rancho Cordova, Sacramento Superior Court Case No. 34-2021-80003705.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 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 on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

November 9, 2021	5:30 PM Special Meeting/Work Session	
November 15, 2021	5:30 PM Regular Meeting	
December 6, 2021	4:00 PM Special Meeting/Regular Meeting	
December 14, 2021	5:30 PM Special Meeting/Work Session	
December 20, 2021	5:30 PM Regular Meeting	

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the November 1, 2021 Regular Meeting of the Rancho Cordova City Council was posted and available for review on October 28, 2021 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed October 28, 2021 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 9.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Monday, October 18, 2021

5:00 PM Special Meeting/Closed Session
5:30 PM – Regular Meeting
David B. Roberts Council Chambers

City Hall
2729 Prospect Park Drive, Rancho Cordova

In response to Governor's Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of Rancho Cordova, the City is following the state and local guidelines. This meeting will also be available to the public via video/teleconferencing.

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Gatewood called the Special meeting to order at 5:03 p.m.

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

Council Members Absent: Donald Terry

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

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Mayor Gatewood will adjourn the meeting to closed session.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Gatewood called closed session to order at 5:04 p.m.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 18, 2021

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

Council Members Absent: Donald Terry

Staff Members Present: Cyrus Abhar, Adam Lindgren

5. CLOSED SESSION

Council met in closed session to discuss the following item:

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) (One Case).

6. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that staff was given direction and no reportable action was taken in closed session.

7. ADJOURN TO REGULAR MEETING

Mayor Gatewood adjourned closed session to the regular meeting at 5:32 p.m.

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Gatewood called the Regular meeting to order in the David B. Roberts Council Chambers at 5:35 p.m.

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

Council Members Absent: Donald Terry

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

9. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

10. PLEDGE OF ALLEGIANCE

Russ Ducharme led the pledge.

11. INVOCATION

Dr. Colette Charles gave the invocation.

12. PRESENTATIONS

- 12.1. Introduction of New Probation Officer and Probation Partnership Update with Sacramento County Probation.
- 12.2. Presentation of Proclamation to Children's Choice for Hearing and Talking (CCHAT) Center for 25 Years of Service and to Recognize National Audiology Awareness Month.
- 12.3. Mayor Garrett Gatewood's Birthday on October 23, 2021.

13. PUBLIC COMMENT

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

1. Helen Fredericks
2. Robert Sanger and Philip Cooley

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 18, 2021

3. Fayzah Mughal
4. Alicia Brown

Mayor Gatewood closed the public comment period.

14. COUNCIL REPORTS

Council reported on events since the last meeting.

15. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

16. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Gatewood requested that item 16.7 be pulled for separate discussion.

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

ACTION: Motion to approve item 16.1 through 16.6 and 16.9 and 16.10 by Budge second by Pulipati;

Motion passed with a 4:0 vote.

AYES: Budge, Pulipati, Sander, and Gatewood

NOES: None

ABSENT: Terry

ABSTAIN: None

- 16.1. **Subject:** Meeting Minutes from the Special Meeting of September 28, 2021, the Regular City Council Meeting of October 4, 2021, and the Special Meeting of October 12, 2021.
Recommendation: Adopt the Minutes.

- 16.2. **Subject:** A Resolution Declaring Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the Falconer Commercial Building Project.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on the Falconer Commercial Building project.

- 16.3. **Subject:** A Resolution Declaring Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the Sunrise Palms Project.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on the Sunrise Palms project.

- 16.4. **Subject:** A Resolution Approving the Annexation Boundary Map for the Express Sewer and Drain Project and Annexation to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

Recommendation: Adopt the Resolution.

- 16.5. **Subject:** A Resolution Declaring City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Express Sewer and Drain Project.

Recommendation: Adopt the Resolution.

- 16.6. **Subject:** Resolutions of Intention to Establish the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1, to Levy a Special Tax Therein, and to Incur

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 18, 2021

Bonded Indebtedness in and for the District to Finance the Acquisition and Construction of Certain Public Facilities in and for such District.

Recommendation: Adopt the Resolutions.

- 16.7. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Adopting Caltrans Local Assistance Procedures Manual Chapter 10: Consultant Selection.

Recommendation: Adopt the Resolution.

ACTION: Motion to continue item 16.7 to a date uncertain by Budge second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Budge, Pulipati, Sander, and Gatewood

NOES: None

ABSENT: Terry

ABSTAIN: None

- 16.8. **Subject:** A Resolution Approving the Final Map of Montelena Village 4, Subdivision No. Rc-04-132.4, and Authorizing the City Manager to Execute the Subdivision Improvement Agreement Contract No. 2021-301 with Montelena Douglas LLC.

Recommendation: Adopt the Resolution.

- 16.9. **Subject:** A Resolution Approving the Final Map of Montelena Village 6, Subdivision No. FM-2014-007-42, and Authorizing the City Manager to Execute the Subdivision Improvement Agreement Contract No. 2021-302 with Montelena Douglas LLC.

Recommendation: Adopt the Resolution.

- 16.10. **Subject:** Rescind all Action Taken by the City Council on Agenda Item 10.1 "Amendment to the General Plan and Certain Entitlement for the Rio Del Oro Specific Plan Area Regarding Parks in Rio Del Oro" on the June 7, 2021 City Council Meeting Agenda. The Cordova Recreation and Park District is the Park Service Provider in the Rio Del Oro Specific Plan Area Pursuant to Public Resource Code Sections 5780 et seq.

Recommendation: Move to "Rescind all action taken by the City Council on Agenda Item 10.1 'Amendment to the General Plan and Certain Entitlement for the Rio Del Oro Specific Plan Area Regarding Parks in Rio Del Oro' on the June 7, 2021 City Council Meeting Agenda. The Cordova Recreation and Park District is the park service provider in the Rio Del Oro Specific Plan Area pursuant to Public Resource Code sections 5780 et seq."

17. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve item 17.1 by Budge second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Budge, Pulipati, Sander, and Gatewood

NOES: None

ABSENT: Terry

ABSTAIN: None

- 17.1. **Subject:** A Resolution Creating Special Tax Area Zone 32 and an Ordinance Establishing a Special Tax for Transit-Related Services for the Express Sewer and Drain Project.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 18, 2021

Recommendation: Adopt the Resolution creating special tax area Zone 32 and introduce and waive the first reading of the Ordinance, establishing a Special Tax for Transit-Related services for the Express Sewer and Drain project.

18. PUBLIC HEARING ITEMS

- 18.1. **Subject:** Stone Creek Village - Tentative Parcel Map, Tentative Subdivision Map, Major Design Review, and Unified Sign Program - Project DD10072 - Located at Zinfandel Drive Between Bear Hollow Drive and Spoto Drive; APN 072-2360-002-0000.

Recommendation: Determine the project Exempt per Section 15183 Projects Consistent with a Community Plan, General Plan, or Zoning, of the CEQA Guidelines; and Adopt the Resolution for Tentative Parcel Map, Tentative Subdivision Map, Major Design Review, and Unified Sign Program.

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

1. Kyle Kramnic
2. Frank Hall
3. John Henderson
4. Davis
5. Ed Springer

Mayor Gatewood closed the public comment period.

ACTION: Motion to approve item 18.1 by Budge second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Budge, Pulipati, Sander, and Gatewood

NOES: None

ABSENT: Terry

ABSTAIN: None

- 18.2. **Subject:** Eco Site II, Cellular Telecommunication Tower at the Southeast Corner of Zinfandel Drive and Folsom Boulevard - Conditional Use Permit - Project No. DD10018.

Recommendation: Provide Planning staff direction on the design. If a change is desired, direct staff and the City Attorney to prepare a Resolution for consideration at the November 1, 2021 meeting rescinding the August 16, 2021 approval and approving the revised design.

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

ACTION: Motion to accept the current proposed design in front of the council and for applicant to work with staff and City Manager's office for lighting solutions 18.2 by Budge second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Budge, Pulipati, Sander, and Gatewood

NOES: None

ABSENT: Terry

ABSTAIN: None

19. REGULAR CALENDAR ITEMS

- 19.1. **Subject:** Rancho Cordova Youth Center Operations Discussion.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, October 18, 2021

Recommendation: Receive presentation on the Rancho Cordova Youth Center Operations and provide Council input.

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

ACTION: Input was received regarding the Rancho Cordova Youth Center Operations Discussion.

- 19.2. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-authorizing Remote Teleconference Meetings of the City for the Period from October 18, 2021 to November 17, 2021.

Recommendation: Adopt the Resolution.

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

ACTION: Motion to approve item 19.2 by Budge second by Sander;
Motion passed with a 3:1 vote.

AYES: Budge, Pulipati, and Sander

NOES: Gatewood

ABSENT: Terry

ABSTAIN: None

20. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

21. ADJOURNMENT

Mayor Gatewood adjourned the meeting in memory of General Colin Powell at 8:37 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: November 1, 2021
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman, Community Development Director
SUBJECT: **A RESOLUTION DECLARING THE RESULTS OF MAIL BALLOT ELECTION FOR RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 30 FOR THE FALCONER COMMERCIAL BUILDING PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the result of the mail ballot election concerning Transit-Related Services Special Tax Area Zone 30 establishing a special tax for transit services for the Falconer Commercial Building project.

BACKGROUND

On September 7, 2021, the City Council approved a Resolution, which created the Rancho Cordova Transit-Related Services Special Tax Area Zone 30 for the Falconer Commercial Building project. On September 20, 2021, the Council adopted an Ordinance that established the special tax for transit-related services subject to land-owner voter confirmation.

For the transit-related services special tax to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 30 is approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2022.

Elections Results

A ballot was mailed out to the property owner of the Falconer Commercial Building project following approval of the Ordinance. The mail-ballot election has been completed and the final ballot has been tabulated by the City Clerk, Attachment 2. The property owner has approved the Ordinance and the tax will be applied to Zone 30.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the General Fund.

ATTACHMENT(S)

1. Resolution
2. Certified Ballot Results
3. Ballot

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX- 2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
DECLARING THE RESULTS OF THE ELECTION FOR
RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 30
FOR THE FALCONER COMMERCIAL BUILDING PROJECT**

WHEREAS, on September 7, 2021, the City adopted a Resolution, creating Special Tax Area Zone 30 within the Transit-Related Services Special Tax Area. Pursuant a Resolution the City Council directed the City Clerk to conduct a transit-related services tax election, to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, the property owner within Zone 30 waived the timing requirements of Elections Code section 4000 in order to conduct the election on a date earlier provided under the Elections Code; and

WHEREAS, on September 20, 2021 the City adopted Ordinance No. 19-2021, which established a special tax for transit-related services in Zone 30, subject to landowner-voter confirmation; and

WHEREAS, Ordinance No. 19-2021 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2022; and

WHEREAS, a ballot was sent to the landowner of Zone 30 (Falconer Commercial Building Project), which asked them a single question in the form of: "Shall Ordinance No. 19-2021 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 30 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?"; and

WHEREAS, the owner of the real property subject to the Transit-Related Services Special Tax Area Zone 30 has voted on the issue of whether to approve Ordinance No. 19-2021 and the City now wishes to declare the results of this transit-related services tax election for Zone 30.

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

1. The foregoing recitals are true and correct.
2. The City Clerk has tabulated the final transit-related services special tax ballot and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 19-2021 authorizing a special tax in the portion of Transit-Related Services Special Tax Zone 30 that encompasses the landowner's property, in order to maintain the present level of transit-related services and provide additional funding for increased transit-related services:

Special Tax Area Zone 30: 1 “yes”; 0 “no”.

3. In accordance with Ordinance No. 19-2021, the transit-related services special tax for Zone 30 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2022.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

**CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE MAIL BALLOT ELECTION RETURN
FOR TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 30
IN THE CITY OF RANCHO CORDOVA**

I, Stacy Leitner, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election of the Transit-Related Services Special Tax Area Zone 30, on the day for the return of mailed ballot, October 7, 2021. The election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 1

Total "Yes" Ballots: 1

Total "No" Ballots: 0



Stacy Leitner, CMC
City Clerk

**RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 30
OFFICIAL SPECIAL TAX BALLOT (ELECTIONS CODE §4000)**

The person completing and submitting this Property Owner Ballot must be the owner of the property identified above or the representative of the owner of such property who is legally authorized to complete and submit this ballot for and on behalf of the owner. One ballot will be counted per property.

Assessor's Parcel Numbers: 072-0450-062
Property Address: 3248 Luyung Drive,
Rancho Cordova, CA 95742
Designation: Vacant Land
Total Parcel(s) Area (acres): 0.57

Assessor's Parcel Numbers: 072-0450-062

Owner Name: William C. Falconer, Jr.

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No. 19-2021 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 30 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?

☒ **YES**

☐ **NO**

I hereby declare, under penalty of perjury under the laws of the State of California, that I am the owner, or the authorized representative of the owner, of the parcel identified above. Your ballot will not be counted if you do not sign below.

10/30/21
Date

William Falconer
Printed Name


Signature

Please mark your ballot in ink and return the entire page.

Upon completion, fold the ballot, place it in the addressed, return envelope and seal the envelope. Pursuant to the enclosed instructions, mail the ballot to the address shown on the return envelope, or deliver to the City Clerk at City Hall located at 1:30 p.m. Thursday, October 7, 2021.

Return to:

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

MEMORANDUM



ITEM 9.3.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 57-2019-1 WITH MCE CORPORATION TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2022, TO JUNE 30, 2023, WHICH RESULTS IN AN INCREASE TO THE CONTRACT AMOUNT FROM \$880,606 TO AN AMOUNT NOT TO EXCEED \$1,435,000 FOR CITYWIDE STORMWATER FACILITY MAINTENANCE SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute Contract Amendment No. 57-2019-1 to extend the contract term from June 30, 2022, to June 30, 2023, which results in an increase to the contract amount from \$880,606 to \$1,435,000, for the provision of stormwater facility maintenance services by MCE Corporation to promote livability in the City.

BACKGROUND

The City of Rancho Cordova's storm drain system includes more than 250 miles of underground pipes, six pump stations, six regional flood control basins, and more than 70 acres of creek channels or tributaries to the American River. Water flows to the river through the channels without additional treatment or filtration, so effective maintenance of the system is essential for preventing trash, debris, or pollutants from eventually reaching the American River.

The work conducted under this contract includes furnishing all labor, materials, tools, and equipment to perform services comprised of routine vegetation management, tree maintenance and removal, debris and obstruction removal, trash and litter cleanup, and miscellaneous repairs within City-maintained stormwater facilities, including but not limited to channels,

outfalls, ditches, basins, and levees as well as other items as designated by the City engineer.

On June 3, 2019, City Council approved Contract No. 57-2019 in an amount not to exceed \$880,606 with MCE Corporation for stormwater facility maintenance services over a three-year contract term. MCE has provided an excellent performance record and an effective understanding of the city's desired level of services. The City is seeking to execute a contract amendment with MCE Corporation to extend the time from June 30, 2022, to June 30, 2023, which results in an increase to the contract amount from \$880,606 to \$1,435,000. After the statewide stay-at-home orders were declared in March 2020, the City received a marked increase in the number of complaints and service calls as compared to the volume of requests in prior years. The increased volume of service requests impacted the overall budget of this contract. The budget for the 2022-2023 fiscal year was adjusted to accommodate this increased demand. The time extension and cost increase are necessary to provide ongoing citywide stormwater facility maintenance services.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the contract will be from the City's Stormwater Utility Fund. There is no impact to the general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No 57-2019-1

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 57-2019-1 WITH MCE CORPORATION TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2022, TO JUNE 30, 2023, WHICH RESULTS IN AN INCREASE TO THE CONTRACT AMOUNT FROM \$880,606 TO AN AMOUNT NOT TO EXCEED \$1,435,000 FOR CITYWIDE STORMWATER FACILITY MAINTENANCE SERVICES

WHEREAS, the City entered into Contract No. 57-2019 with MCE Corporation on June 3, 2019 in the amount of \$880,606 to provide stormwater facility maintenance services; and

WHEREAS, the scope of work includes routine vegetation management, tree maintenance and removal, debris and obstruction removal, trash and litter cleanup, and miscellaneous repairs within City-maintained stormwater facilities; and

WHEREAS, MCE Corporation has provided an excellent performance record and an effective understanding of the city's desired level of services; and

WHEREAS, the City wishes to extend the contract term from June 30, 2022 to June 30, 2023; and

WHEREAS, the City wishes to increase the maximum compensation amount from \$880,606 to an amount not to exceed \$1,435,000; and

WHEREAS, the amount exceeds the maximum amount that the City Manager has authorization to approve; and

WHEREAS, the contract will be funded through the City's Stormwater Utility Fund; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 57-2019-1 with MCE Corporation in a form approved by the City Attorney to extend the contract term from June 30, 2022, to June 30, 2023, which results in an increase to the contract amount from \$880,606 to an amount not to exceed \$1,435,000 for stormwater facility maintenance services.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021, by following vote:

AYES:

NOES:

ITEM 9.3.

ATTACHMENT 1

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

**FIRST AMENDMENT TO THE GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND MCE CORPORATION
FOR STORMWATER FACILITY MAINTENANCE SERVICES**

This First Amendment to the General Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and **MCE Corporation** ("Contractor") as of November 1, 2021. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a General Services Agreement ("GSA") No. 57-2019 dated June 3, 2019 to provide stormwater facility maintenance services; and

WHEREAS, the scope of work includes routine vegetation management, tree maintenance and removal, debris and obstruction removal, trash and litter cleanup, and miscellaneous repairs within City-maintained stormwater facilities; and

WHEREAS, MCE Corporation has provided an excellent performance record and an effective understanding of the city's desired level of services; and

WHEREAS, the City wishes to extend the contract term from June 30, 2022 to June 30, 2023; and

WHEREAS, the City wishes to increase the maximum compensation amount from \$880,606 to an amount not to exceed \$1,435,000; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the GSA from **June 30, 2022** to **June 30, 2023**. The first sentence of Section 2 of the GSA, "Term," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on **June 30, 2023** unless the term of the Agreement is otherwise terminated at provided for in Section 10."

ITEM 9.3.

**ATTACHMENT 2
Contract No. 57-2019-1**

2. Section 4 of the GSA, "Compensation of Contractor," provides for the City to pay Contractor **Eight Hundred Eighty Thousand, Six Hundred and Six dollars (\$880,606)**. The Parties agree to amend Section 2 of the GSA in order to increase the compensation amount to pay Contractor for additional services. The first sentence of Section 4 of the GSA is amended to read as follows:

"The Contractor shall be paid **One Million, Four Hundred Thirty-Five Thousand Dollars (\$1,435,000)** for performance of the Services pursuant to this Agreement."

3. All other terms and conditions in the GSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
4. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

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

CITY OF RANCHO CORDOVA

CONTRACTOR

Cyrus Abhar, City Manager

Jeff Core, President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

ITEM 9.3.

ATTACHMENT 2
Contract No. 57-2019-1

Date: _____

MEMORANDUM



ITEM 9.4.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AND SALE AGREEMENT NO. 2021-311 WITH FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT FOR THE REAL PROPERTY LOCATED AT 3355 MONIER CIRCLE (APN 072-1010-029) IN AN AMOUNT NOT TO EXCEED \$2,380,000 FOR THE MONIER CIRCLE FLOOD CONTROL BASIN PROJECT TO IMPROVE SAFETY AND PROMOTE LIVABILITY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Purchase and Sale Agreement No. 2021-311 with Folsom Cordova Unified School District for the real property located at 3355 Monier Circle (APN 072-1010-029) in an amount not to exceed \$2,380,000 for the Monier Circle Flood Control Basin Project to improve safety and promote livability.

BACKGROUND

On March 31, 2021 the City of Rancho Cordova completed the Stormwater Capital Improvement Program Master Plan (Plan). The Plan assessed the condition of the existing stormwater facilities, identified system deficiencies and opportunities to enhance stormwater quality, and developed a capital improvement plan with a prioritized list of flood control and repair projects.

The highest priority project identified in the Plan is to reduce the potential for flooding on Sunrise Boulevard near Monier Circle. The proposed project scope includes constructing a detention basin at a vacant Folsom Cordova School District (FCUSD) parcel at 3355 Monier Circle (APN 072-1010-029) (see Attachment 3 - Project Site Plan). During large storm events, runoff in the drainage channel that leads to the Folsom South Canal will be diverted to the

proposed detention basin on Monier Circle, where it will be stored until the water surface elevations recede in the channel.

On June 17, 2021, the FCUSD Board adopted Resolution 06-17-21-30 declaring this property as Exempt Surplus Land. On July 19, 2021, the Rancho Cordova City Council designated the City Manager and Public Works Director as the property negotiators for this property acquisition. On August 4, 2021, the City Manager submitted a proposal to FCUSD to purchase the property at the fair market rate of \$2,380,000 based on an appraisal by Bender Rosenthal Incorporated. The City retained an independent Consultant to review the Appraisal who was in concurrence with the proposed property fair market value. Acquiring the property at 3355 Monier Circle will allow for delivery of this important flood control Project for the City.

Acquiring this property is an important first step in addressing flooding on Sunrise Boulevard near Monier Circle. If Council approves this acquisition, future steps would include design of improvements including a basin and upsized culverts, and construction. The design and construction funds are included in the Council approved 5-year Capital Improvement Program. The total budget identified for this project including acquisition, design and construction is \$5,300,000. Construction is anticipated to commence in 2023.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the acquisition of 3355 Monier Circle (APN 072-1010-029) and the Monier Circle Flood Control Basin Project are funded from the Stormwater Enterprise Fund. This Project has no impact on the General Fund.

ATTACHMENT(S)

1. Resolution
2. Rancho Cordova - Monier Circ. PSA
3. Project Site Plan

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE
AND SALE AGREEMENT NO. 2021-311 WITH FOLSOM CORDOVA UNIFIED SCHOOL
DISTRICT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 3355 MONIER
CIRCLE (APN 072-1010-029) IN AN AMOUNT NOT TO EXCEED \$2,380,000**

WHEREAS, the City of Rancho Cordova completed the Stormwater Capital Improvement Program Master Plan (the "Plan") to prioritize flood control projects and repair projects within the City; and

WHEREAS, the highest priority project identified in the Plan is to improve flooding on Sunrise Boulevard near Monier Circle; and

WHEREAS, the Folsom Cordova School District (the "District") owns certain property located at 3355 Monier Circle, also known as APN 072-1010-029 (the "Property"); and

WHEREAS, on June 17, 2021, the District Board adopted Resolution 06-17-21-30 declaring the Property as Exempt Surplus Land under the California Surplus Land Act; and

WHEREAS, pursuant to California Education Code Section 17464, the District offered the Property to certain public entities, including the City of Rancho Cordova; and

WHEREAS, on July 19, 2021, the Rancho Cordova City Council designated the City Manager and Public Works Director as the property negotiators for the acquisition of the Property; and

WHEREAS, the District caused to be prepared an appraisal for the Property by Bender Rosenthal Incorporated dated May 25, 2021 which values the Property at Two Million Three Hundred Eighty Thousand Dollars (\$2,380,000) (the "Fair Market Value"); and

WHEREAS, on August 4, 2021, the City Manager submitted a proposal to FCUSD to purchase the property at the Fair Market Value; and

WHEREAS, acquiring the property at 3355 Monier Circle will allow for delivery of an important flood control project for the City and will benefit the health and welfare of the citizens of the City; and

WHEREAS, City staff has negotiated a purchase and sale agreement (the "Agreement") with the District for the purchase of the Property substantially in the form on file with the City Clerk; and

WHEREAS, there are sufficient funds appropriated to cover the cost of the purchase of the Property.

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

Section 1. The above recitals are true and incorporated into this Resolution by this reference.

Section 2. The City Council does authorized the City Manager or his designee to execute the Agreement with the Folsom Cordova Unified School District with such changes as may be approved by the City Attorney and to take such actions and to execute such other documents as may be necessary to carry out the intent of this Resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Garrett Gatewood, Mayor

Stacy Leitner, CMC
City Clerk

City of Rancho Cordova Contract# 2021-311

PURCHASE AND SALE AGREEMENT

by and between

Folsom Cordova Unified School District
(Seller)

and

The City of Rancho Cordova
(Buyer)

PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this “**Agreement**”), dated for references purposes as of November ____, 2021 (“**Agreement Date**”), is entered into by and among the **FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT**, a public school district organized and existing under the laws of the State of California (“**Seller**” or “**District**”) and the **CITY OF RANCHO CORDOVA**, a California municipal corporation (“**Buyer**”). This Agreement constitutes (1) an agreement of purchase and sale between the parties and (2) joint escrow instructions to the escrow holder identified in this Agreement. Seller and Buyer may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

A. Seller is the fee owner of that certain real property located at 3355 Monier Circle, Rancho Cordova, CA 95742, containing approximately 6.06 acres, known as APN 072-1010-029 (the “**Land**”); and any existing improvements thereon (“**Improvements**”), legally described on the attached Exhibit A and depicted on Exhibit B (collectively, the “**Real Property**”). The Real Property, together with Seller’s interest in all permits, licenses, entitlements and approvals relating to the Real Property (if any); all mineral and water rights owned by Seller in connection with the Real Property; and all other rights appurtenant to the Real Property is referred to herein as the “**Property**”.

B. On June 14, 2021, FCUSD adopted Resolution 06-17-21-30 declaring the Property as “Exempt Surplus Land” under the California Surplus Land Act (the “**SLA**”).

C. Pursuant to California Education Code Section 17464, Seller offered the Property to certain public entities, including the City of Rancho Cordova.

D. Seller has caused to have been prepared an appraisal for the Property by Bender Rosenthal Incorporated dated May 25, 2021 (the “Appraisal”) which values the Property at Two Million Three Hundred Eighty Thousand Dollars (\$2,380,000) (the “**Fair Market Value**”).

E. Buyer has agreed to pay the Fair Market Value of the Property to Seller to purchase the Property.

F. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, in each case under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged, Seller and Buyer agree as follows:

ARTICLE 1**RECITALS; PURCHASE AND SALE**

1.1 **Recitals.** The above recitals are true and are incorporated into this Agreement by this reference.

1.2 **Purchase and Sale.** Seller shall sell to Buyer and Buyer shall purchase from Seller, the Property, under the terms and conditions of this Agreement.

ARTICLE 2**PURCHASE PRICE**

2.1 **Purchase Price.** The purchase price for the Property shall be Two Million Three Hundred Eighty Thousand Dollars (\$2,380,000) (“the **Purchase Price**”). The Purchase Price shall be payable through Escrow as described in Article 3 of this Agreement.

2.2 **Deposit.** Concurrently with the opening of escrow, Buyer shall deposit the sum of Seventy-One Thousand Four Hundred Dollars (\$71,400) (the “**Deposit**”) into an escrow (“**Escrow**”) to be opened at Steward Title of Sacramento with Lori Adorno, Escrow Officer (“**Escrow Holder**”) located at 4415 Freeport Boulevard, Sacramento, CA 95822. The Deposit shall be applied against the Purchase Price at Close of Escrow. The Deposit shall be returned to Buyer if this Agreement and the Escrow are terminated due to non-satisfaction of any Due Diligence Condition, or for any other reason whatsoever other than Buyer’s default, and thereafter neither Party shall have any further rights or obligations except as otherwise stated in this Agreement. The Deposit shall be paid to Seller as liquidated damages pursuant to Section 2.4 if Escrow fails to close as a result of a “Buyer Default” (defined in Section 2.4 below).

2.3 **Balance of Purchase Price.** Buyer shall deliver the balance of the Purchase Price to Escrow Holder in cash by wire transfer of immediately available funds, in sufficient time prior to the Close of Escrow to permit disbursement of such funds on the Closing Date under applicable law and Escrow Holder’s standard practice.

2.4 **LIQUIDATED DAMAGES.** THE PARTIES ACKNOWLEDGE AND AGREE THAT SELLER WILL SUFFER SUBSTANTIAL DAMAGES IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY PURSUANT TO THE PROVISIONS HEREIN AS A RESULT OF A BREACH BY BUYER OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (“BUYER FAILURE”). GIVEN FLUCTUATIONS IN LAND VALUES, THE UNPREDICTABLE STATE OF THE ECONOMY AND OF GOVERNMENTAL REGULATIONS, THE FLUCTUATING MONEY MARKET FOR REAL ESTATE LOANS AND OTHER FACTORS WHICH DIRECTLY AFFECT THE VALUE AND MARKETABILITY OF THE PROPERTY, THE PARTIES REALIZE THAT IT WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL, IF NOT IMPOSSIBLE, TO ASCERTAIN WITH ANY DEGREE OF CERTAINTY THE ACTUAL AMOUNT OF SELLER’S DAMAGES IN THE EVENT OF SUCH BUYER FAILURE. THEREFORE, THE PARTIES HEREBY AGREE THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF SUCH DAMAGES, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF

EXECUTION OF THIS AGREEMENT, AND THAT SELLER SHALL HAVE THE RIGHT TO RECEIVE AND RETAIN THE FULL AMOUNT OF THE DEPOSIT AS LIQUIDATED DAMAGES PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671, AS SELLER'S SOLE RIGHT TO DAMAGES AS A RESULT OF THE BUYER FAILURE AND AS ITS SOLE REMEDY FOR SUCH BUYER FAILURE. SELLER WAIVES ALL RIGHTS SELLER OTHERWISE MAY HAVE PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1677 OR OTHERWISE TO SPECIFICALLY ENFORCE THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS SECTION SHALL NOT LIMIT OR LIQUIDATE ANY OBLIGATIONS OR LIABILITIES OF BUYER PURSUANT TO ARTICLE 7. BY SIGNING THEIR INITIALS BELOW, EACH PARTY CONFIRMS ITS CONSENT TO AND AGREEMENT WITH THE PROVISIONS OF THIS PARAGRAPH:

Seller's Initials

Buyer's Initials

ARTICLE 3

ESCROW

3.1 **Escrow Holder.** For convenience, Escrow Holder's contact information is repeated here:

Escrow Holder: Stewart Title of Sacramento

4415 Freeport Boulevard
 Sacramento, CA 95822

Escrow Officer: Lori Adorno
 Escrow Officer
ladorno@stewartsac.com
 (916) 393-1041

3.2 **Opening of Escrow.** Within three (3) business days after the date on which this Agreement is fully executed by all Parties, a fully executed copy of this Agreement shall be delivered to Escrow Holder by Seller or Buyer. "**Opening of Escrow**" means the date Escrow Holder receives a fully executed copy of this Agreement. Escrow Holder shall acknowledge the Opening of Escrow and its agreement to act as the Escrow Holder by promptly delivering a written confirmation of the date of Opening of Escrow to Seller and Buyer.

3.3 **Escrow Instructions.** Escrow Holder is hereby directed to disburse funds held by it in accordance with the terms of this Agreement, or as otherwise instructed in a writing signed by both Buyer and Seller. This Agreement shall constitute initial escrow instructions to Escrow Holder. The Parties shall execute any additional escrow instructions reasonably required by Escrow Holder to consummate the transaction, provided, however, such additional escrow instructions shall not modify the provisions of this Agreement unless they state the modification

in full and the specific modification is initialed by both Parties.

3.4 **Close of Escrow and Extension.** “Close of Escrow” or “Closing” means the date Escrow Holder records the “Grant Deed” (as defined in Section 3.5.2 below) in favor of Buyer and delivers the Purchase Price to Seller. Subject to satisfaction or waiver of all conditions to Closing set forth in Section 6.1 and Section 6.3 of this Agreement, Escrow shall close on or before the thirtieth (30th) calendar day following the date of expiration of the “Due Diligence Period” (as this term is defined in Section 4.1 below) (“Closing Date”).

3.5 **Deliveries to Escrow.** Prior to the Closing Date, each Party shall timely deliver to Escrow all funds and documents required to complete the Closing under the terms of this Agreement, including, but not limited to, prorated amounts and other payments required under this Agreement. Such funds and documents to be deposited into Escrow shall include, but not necessarily be limited to:

3.5.1 **Purchase Price.** Prior to Close of Escrow, Buyer shall deposit the Purchase Price.

3.5.2 **Grant Deed.** Prior to Close of Escrow, Seller shall execute, acknowledge and deliver to Escrow a grant deed in a form substantially similar to the form attached as **Exhibit C-1**, conveying the Property to Buyer (“Grant Deed”).

3.5.3 **General Assignment.** Prior to the Close of Escrow, Seller shall execute and deliver to Escrow a general assignment substantially in the form attached hereto as **Exhibit C-2** by which Seller assigns to Buyer all of Seller’s rights under any contracts, permits, licenses, warranties, guaranties, entitlements, approvals and other intangible property which is included within the Property (the “General Assignment”).

3.5.4 **Non-Foreign Status Certificates.** Prior to the Close of Escrow, Seller shall execute and deliver to Escrow any and all Federal and State certificates of non-foreign status in standard title company form and a California form FTB 593-C affidavit to enable Buyer and Escrow Holder to determine whether any withholding of the Purchase Price is required in connection therewith.

3.5.5 **Seller Closing Certificate.** Seller shall use good faith, due diligence and reasonable efforts to cause all of the representations and warranties made by Seller in this Agreement to be true and correct on and as of the Closing Date. At the Closing, Seller shall execute and deliver to Buyer a certificate (“Seller Closing Certificate”) in form reasonably acceptable to Buyer, certifying to Buyer that all such representations and warranties are true and correct on and as of the Closing Date, with only such exceptions therein as are necessary to reflect facts or circumstances arising between the date of this Agreement and the Closing Date which would make any such representation or warranty untrue or incorrect on and as of the Closing Date.

3.6 **Completion of Documents.** Escrow Holder is authorized to collate counterparts of documents deposited in Escrow, and to otherwise complete such documents where appropriate and consistent with this Agreement.

3.7 **Prorations.** Although Seller is a public entity and thus generally exempt from all

general and special real property taxes, the Parties agree that any and all taxes levied on the Property shall be pro-rated. All prorations shall be made on the basis of the actual days in the applicable month and a 365-day year, unless the Parties otherwise agree in writing. Escrow Agent shall base such prorations, credits and debits on a proration statement ("**Proration Statement**") executed by Seller and Buyer and delivered to Escrow Agent prior to the Closing Date. Escrow Agent shall prepare a Proration Statement within ten (10) days prior to the Closing Date and have a copy delivered to Seller and Buyer for approval and execution. Buyer does not pay ad valorem taxes.

3.8 **Escrow Fees and Costs.**

3.8.1 **Seller's Payments.** Seller shall pay: (1) that portion of the cost of the Title Policy equal to the cost of a standard CLTA Form Owner's Title Insurance Policy; (2) one-half of Escrow Holder's escrow fee or escrow cancellation charge; (3) fees for the agreed upon release of monetary encumbrances; (4) one hundred percent (100%) of any documentary transfer tax; (5) one-half of recording charges; and (6) other Seller's charges and expenses, in accordance with the customary practices in Sacramento County.

3.8.2 **Buyer's Payments.** Buyer shall pay: (1) that portion of the cost of the Title Policy which exceeds the amount payable by Seller as described above, including the cost of any additional title endorsements requested by Buyer; (2) one-half of Escrow Holder's escrow fee or escrow cancellation charge; (3) one-half of recording charges; and (4) other Buyer's charges and expenses, in accordance with the customary practices in Sacramento County.

3.8.3 **Default.** Notwithstanding the foregoing, in the event of a default by Buyer or Seller, all cancellation and other escrow charges shall be paid by the defaulting Party.

3.9 **Existing Encumbrances.** As of Close of Escrow, Seller shall cause the release of any existing monetary encumbrances or other monetary security interests in the Property.

3.10 **Distribution of Funds and Documents.** At the Close of Escrow, Escrow Holder shall do each of the following:

3.10.1 **Payment of Encumbrances.** Pay any existing monetary encumbrances in accordance with any demand that may be approved by Seller, utilizing funds deposited by Buyer in Escrow.

3.10.2 **Recordation of Documents.** Cause the Grant Deed for the Property to be recorded by the County Recorder of Sacramento County and each other document to be recorded under the terms of this Agreement, and, after recordation, cause the County Recorder to mail the Grant Deed to Buyer, and provide each other document to the Party for whose benefit said document was recorded. Buyer shall mail Seller a copy of the recorded deed for its records.

3.10.3 **Non-Recorded Documents.** Deliver by Federal Express or other overnight courier (or hold for personal pick-up, if requested): (1) the Title Policy to Buyer; and (2) each other non-recorded document to the Party for whose benefit said document was acquired.

3.10.4 **Distribution of Funds.** Distribute, pursuant to instructions to be given by

the recipient: (1) to Seller, the Purchase Price, adjusted for prorations, charges and other credits and debits provided for; and (2) to Buyer, any excess funds delivered to Escrow Holder by Buyer.

3.10.5 **Conformed Copies.** Deliver to Seller and Buyer copies of all fully executed, recorded documents and escrow instructions. Each recorded document shall be conformed to show the recording date and file number.

3.10.6 **Closing Statement.** As soon as reasonably practical after the Closing, Escrow Holder shall prepare a final accounting and closing statement for this transaction and send a copy to Seller and Buyer.

3.11 **Exchange.** If requested by Buyer, then Seller shall cooperate with Buyer in reasonable ways to facilitate Buyer effecting an exchange of the Property that qualifies for nonrecognition treatment pursuant to Section 1031 of the Code, and corresponding provisions of California law. Any such exchange shall not delay or postpone the Closing Date; Seller shall have no liability to Buyer if the exchange fails to qualify for such nonrecognition treatment; Buyer shall not be released from its obligations under this Agreement if the exchange fails for any reason; the exchange shall be at no expense to Seller; Seller shall not be required to acquire title to any proposed exchange properties to accommodate Buyer's exchange; and Seller shall not be required to assume any additional obligations or liabilities in connection with the exchange or attempted exchange. Buyer shall indemnify and defend Seller against and hold Seller harmless from all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, costs of expert witnesses, court costs and other litigation expenses) arising from or related to any participation in the exchange or attempted exchange.

ARTICLE 4

DUE DILIGENCE

4.1 Due Diligence Period.

4.1.1 The "**Due Diligence Period**" shall mean the period commencing on the Agreement Date and ending at 5 p.m. Pacific Time on the later of the sixtieth (60th) day following the Opening of Escrow or the date specified in an "Extension Notice" as discussed below.

4.1.2 Buyer shall have a right to extend the Due Diligence Period beyond the sixtieth (60th) day following the Opening of Escrow, for up to a total of sixty (60) additional days, in two (2) increments of thirty (30) days each (each such thirty (30) day period being referred to herein as an "**Extension Period**"), if and only if:

(a) Buyer gives Seller and Escrow Holder written notice of such extension ("**Extension Notice**") on or prior to the end of the Due Diligence Period, or any extension thereof, which Extension Notice shall set forth that Buyer is exercising its rights to extend the Due Diligence Period hereunder; and

(b) Buyer delivers into Escrow with the Escrow Holder the sum of Twenty-Five Thousand Dollars (\$25,000) prior to the expiration of the Due Diligence Period, or any extension thereof (each such payment being referred to herein as an "**Extension Payment**")

and the aggregate of such payments being referred to herein as the “**Extension Payments**”).

4.1.3 Each Extension Payment: (i) shall be paid into Escrow and shall become a part of the Deposit and credited against the Purchase Price, (ii) shall constitute consideration for extending the Due Diligence Period, (iii) shall be nonrefundable, and shall promptly be released to Seller if Buyer terminates or is deemed to terminate this Agreement during the Extension Period (either by issuing a termination notice or by failing to timely issue an Approval Notice), (iv) otherwise shall be non-refundable and shall promptly be released to Seller, except in the event the Escrow does not close and the Closing fails to occur and this Agreement is terminated due to a failure of any of the conditions precedent to Closing in favor of Buyer set forth in Section 6.1.2 to 6.1.9 hereof, in which case any and all Extension Payments shall promptly be returned to Buyer, and (v) shall be credited against the Purchase Price payable at the Closing.

4.1.4 If for any reason an Extension Notice is not timely given as set forth above prior to expiration of the Due Diligence Period (including any applicable extension), or if for any reason an Extension Payment is not paid by Buyer to Seller prior to the expiration of the Due Diligence Period, or any extension thereof, then any attempt to extend the expiration of the Due Diligence Period shall not be effective.

4.2 **Property Review; Studies.**

4.2.1 **Access and Review.** During the Due Diligence Period, Buyer shall have the right to access the Property and to investigate, inspect, review, obtain and approve (or waive) all of the following matters, at Buyer’s sole cost and expense, and in Buyer’s sole and absolute discretion (collectively, the “**Studies**”):

(a) **Documents.** Receipt and review of documents delivered by Seller to Buyer to the extent they are in “Seller’s Control” and pertaining to the legal, physical, or other condition of the Property, including but not limited to copies of reports, surveys, “as-built” plans, building permits, and other environmental reports applicable to the Property (“**Documents**”). For purposes hereof, Documents shall be deemed in “Seller’s Control” if they are actually known to Seller’s Chief Operations Officer serving at the time this Agreement is made and can be readily obtained with a written request and without any material cost. Seller shall provide Buyer with all such Documents within five (5) business days of the Opening of Escrow. For clarity and avoidance of doubt, nothing herein shall require Seller to disclose any appraisal or opinions regarding valuation, any attorney-client communications, or any attorney work product.

(b) **Survey.** Preparation and review of a survey, at Buyer’s discretion, and at Buyer’s sole cost and expense.

(c) **Assessments.** Conducting studies regarding zoning, building codes and other governmental regulations; engineering and physical inspections and tests, including tests regarding soils, compaction, subsidence, and physical condition; economic feasibility and marketing studies; environmental assessments, studies, tests and reports (including without limitation environmental site assessments of the Property); and availability of permits, entitlements, and governmental approvals.

(d) **Other Matters.** All other matters relating to the condition, value,

fitness, suitability or use of the Property, including any and all matters Buyer in its sole discretion may deem necessary or appropriate. Notwithstanding the foregoing, concerns of title shall be governed by Article 5.

Buyer's rights to access the Property in order to conduct its Studies are subject to the provisions of Section 8.1 hereof.

4.2.2 **Approval Notice.** If, prior to the expiration of the Due Diligence Period (or any extension), Buyer, in its sole and absolute discretion, determines to proceed with the purchase of the Property, then Buyer shall issue a written notice to Seller and Escrow Holder approving the results of its Studies (an "**Approval Notice**").

If Buyer issues an Approval Notice, then Buyer shall execute and deliver to Escrow Holder such escrow instructions as Escrow Holder may request authorizing and instructing the Escrow Holder to complete the transaction within thirty (30) calendar days thereafter as required by Section 3.4 above. If Buyer issues the Approval Notice, the Deposit shall become non-refundable unless there is a failure of any conditions to Closing set forth in Sections 6.1.2 through 6.1.9 hereof.

If Buyer does not timely issue an Approval Notice prior to the expiration of the Due Diligence Period or any extension thereof, this Agreement shall be deemed to terminate at 5 p.m. Pacific Time on the final day of the Due Diligence Period or any extension thereof. In such case, the Deposit shall be promptly returned to Buyer. The failure of Buyer to send the Approval Notice on or prior to the expiration of the Due Diligence Period shall (a) be deemed Buyer's disapproval of its Studies and the condition of the Property, (b) be deemed notice of Buyer's irrevocable election to terminate this Agreement, (c) give Buyer the right to a full return of its Deposit (other than Extension Payment(s), if any), and (d) in such event, Buyer and Seller shall have no further rights or obligations hereunder. The cost of any such Studies shall be borne exclusively by Buyer. For avoidance of doubt, even if Buyer terminates the Agreement or is deemed to terminate this Agreement by failure to issue an Approval Notice during the Due Diligence Period, Seller shall be entitled to retain for its own account the Extension Payment(s), if any, paid by Buyer to Seller. If the Close of Escrow does not occur due to a failure of the condition to Closing set forth in Section 6.1.1 hereof (failure to issue an Approval Notice during the Due Diligence Period), then Seller shall within 10 business days instruct Escrow Holder to return the Deposit to Buyer, subject to the following: for any termination of this Agreement due to a failure of the condition at Section 6.1.1 hereof (failure to issue an Approval Notice during the Due Diligence Period) after the initial Due Diligence Period, the Extension Deposit(s) shall not be refundable to Buyer. If the Close of Escrow does not occur due to a failure of any conditions to Closing set forth in Sections 6.1.2 through 6.1.9 hereof, then Seller shall within 10 business days instruct Escrow Holder to return the entire Deposit to Buyer.

4.2.3 **Diligence Payment.** In addition to the Purchase Price, and in consideration for the rights granted to Buyer under this Section 4.2 of this Agreement, Buyer shall pay to Seller the sum of One Hundred Dollars (\$100) (the "**Diligence Payment**"), which sum shall be paid to Seller through Escrow from the Deposit. This Agreement shall constitute escrow instructions to the Title Company to immediately release and pay to Seller from the Deposit the full amount of the Diligence Payment. Seller acknowledges and agrees that the amount of the Deposit to be held in Escrow pursuant to this Agreement may be decreased by the amount of Diligence Payment so released to Seller.

ARTICLE 5**TITLE**

5.1 **Preliminary Report.** Within three (3) business days after the Agreement Date, Seller shall instruct the Escrow Holder to order a preliminary title report on the Property (“**Preliminary Report**”) from Stewart Title of Sacramento (“**Title Insurer**”) reflecting the current status of title to the Property, together with copies of all of the documents listed in Schedule B as exceptions thereto (“**Schedule B Exceptions**”) (with the Preliminary Report, collectively, the “**Title Documents**”) and upon receipt the Escrow Holder shall cause the Title Documents to be delivered to Buyer. The standard printed exceptions contained in the Preliminary Report and the Title Policy (as this term is defined in Section 5.4 below) are referred to herein as the “**Printed Exceptions.**”

5.2 **Title Review.**

5.2.1 Reserved.

5.2.2 At least twenty (20) business days prior to expiration of the Due Diligence period (as extended, if applicable) (“**Buyer Title Review Period**”), Buyer shall have the right to either approve of the exceptions contained in the Preliminary Report, or to notify Seller in writing, specifying any exceptions to title to which Buyer objects by giving Seller written notice of such disapproval or approval (“**Buyer Title Notice**”), which notice shall set forth in reasonable detail the exceptions to title disapproved by Buyer in the Title Documents. If for any reason Buyer fails or neglects to deliver a Buyer Title Notice to Seller within the Buyer Title Review Period, then Buyer shall be deemed to have approved all title exceptions. Any title exception not disapproved in the Buyer Title Notice shall be deemed approved by Buyer.

5.2.3 Upon receipt of a Buyer Title Notice, Seller shall have the right, by giving Buyer written notice (“**Seller Title Notice**”) within ten (10) business days after its receipt of the Buyer Title Notice (“**Seller Title Response Period**”), to either approve all matters disapproved by Buyer in the Buyer Title Notice, or approve some of the matters disapproved by Buyer in the Buyer Title Notice, or disapprove all of the matters disapproved by Buyer in the Buyer Title Notice. If for any reason Seller fails or neglects to deliver a Seller Title Notice to Buyer within the Seller Title Response Period, then Seller shall be deemed to have approved all of the matters disapproved in the Buyer Title Notice.

5.2.4 If a Seller Title Notice is given within the Seller Title Response Period, and Seller approves all or some of the matters disapproved by Buyer in the Buyer Title Notice or if Seller is deemed to have approved all of the matters disapproved in the Buyer Title Notice pursuant to Section 5.2.3 above (“**Seller Approved Title Objections**”), then the removal or elimination of the effect of such matters from the Title Policy (by way of endorsement or deletion) shall constitute a condition to Closing in favor of Buyer; provided, however, that the removal or elimination (by way of endorsement or deletion) of such matters shall not constitute a covenant of Seller and if all such matters are not removed or eliminated and the Buyer does not agree, in its sole discretion, to waive the removal or elimination of such matters, by the scheduled Closing Date, Seller shall not be in breach and Buyer may terminate this Agreement, in which event the Deposit will be returned

to Buyer.

5.2.5 If a Seller Title Notice is given within the Seller Title Response Period, and Seller does not approve all of the matters disapproved by Buyer in the Buyer Title Notice pursuant to Section 5.2.4 above, then the matters not approved by Seller shall be referred to as the “**Disputed Title Objections**.” Within ten (10) business days after Buyer receives the Seller Title Notice, Buyer shall have the right, by giving Seller written notice (“**Buyer Title Response**”), to either waive all of the Disputed Title Objections or terminate this Agreement. If the Buyer Title Response waives all of the Disputed Title Objections, then such matters shall constitute “**Permitted Exceptions**” as set forth in Section 5.2.6 below and Buyer shall not have any further right to disapprove or object to the Title Documents. If Buyer terminates this Agreement pursuant to a Buyer Title Response, then the Deposit shall be returned to Buyer and neither Seller nor Buyer shall have any further duties or obligations under this Agreement. If for any reason Buyer fails or neglects to deliver a Buyer Title Response within the aforesaid ten (10) business day period or delivers a Buyer Title Response within the aforesaid ten (10) calendar day period but such Buyer Title Response does not contain an election by Buyer to terminate this Agreement, then Buyer shall be deemed to have waived all of the Disputed Title Objections which shall become “Permitted Exceptions” as set forth in Section 5.2.6 below.

5.2.6 For purposes of this Agreement, the term “**Permitted Exceptions**” shall mean and include all of the following: (a) all title exceptions approved or deemed approved by Buyer or not disapproved by Buyer in the Buyer Title Notice; (b) all Disputed Title Objections waived or deemed to be waived by Buyer; (c) all liens and encumbrances caused, placed, created or suffered by Buyer or Buyer’s lenders; and (d) current real property taxes and current installments of special assessments which are liens not yet delinquent.

5.2.7 Notwithstanding the foregoing, Seller agrees to cause to be removed from record title to the Property at the Closing all monetary liens and monetary encumbrances, except for non-delinquent real property taxes and assessments and any liens or encumbrances created or suffered by Buyer.

5.3 **Liens.** Seller shall convey to Buyer fee title to the Property free of all mortgages, deeds of trust, mechanics’ liens, and all other monetary liens other than current real estate taxes and current installments of special assessments which are liens not yet delinquent. Seller shall not, after the Agreement Date, cause or give permission for any new liens, covenants, conditions, restrictions, easements or any other matter to encumber title to the Property by record or otherwise except for real estate taxes and assessments which are not delinquent and required utility easements.

5.4 **Title Policy.** At the Closing, Seller shall convey all of its right, title and interest in and to the Property to Buyer by Grant Deed subject only to the Permitted Exceptions. At the Closing, Title Company shall issue to Buyer an ALTA owner’s policy of title insurance (“**Title Policy**”), together with any endorsements designated by Buyer, in the amount of the Purchase Price, subject only to the Permitted Exceptions. Buyer shall (i) at its sole cost be responsible for any ALTA survey necessary to support ALTA extended coverage, and (ii) be responsible for the cost of such extended coverage (to the extent such cost exceeds the cost of CLTA policy). Seller shall be responsible for a portion of the costs of the ALTA policy equal to the cost of a CLTA policy and for that portion only. The term “Title Policy” shall include an ALTA owner’s policy of title insurance.

ARTICLE 6**CONDITIONS TO CLOSE OF ESCROW**

6.1 **Buyer's Closing Conditions.** Close of Escrow and the obligations of Buyer to purchase the Property are contingent upon satisfaction or waiver of each of the following conditions ("Closing Conditions") at or prior to the Closing Date (or with respect to the condition set forth in Section 6.1.1, prior to the expiration of the Due Diligence Period), each of which is for the sole benefit of Buyer, unless waived by Buyer in writing:

6.1.1 **Due Diligence.** Prior to the expiration of the Due Diligence Period, Buyer shall have issued an Approval Notice.

6.1.2 **Title Insurance.** (a) The removal or elimination (by way of endorsement or deletion) of the Seller Approved Title Objections, if any, and (b) the Title Insurer's issuance or commitment to issue the Title Policy to Buyer effective at the Closing, subject only to the Permitted Exceptions.

6.1.3 **Seller Representations True.** All of the warranties and representations of Seller set forth in this Agreement shall be true and correct in all material respects as of the Agreement Date and the Closing Date, and Seller shall have confirmed the same to Buyer in writing by issuance of a Seller Closing Certificate.

6.1.4 **Deposit of Grant Deed.** Seller has deposited into Escrow an executed and recordable Grant Deed and all other documents required from Seller pursuant to Section 3.5 hereof.

6.1.5 **No Contest.** On the Closing Date, no suit, action, investigation, or other proceeding by any governmental body or other person shall have been instituted or threatened against Buyer, Seller or the Property or any part thereof which challenges the validity or legality of the transactions contemplated by this Agreement.

6.1.6 **Condemnation; Casualty.** On the Closing Date, the Property shall not have been damaged or destroyed in any material respect and no condemnation or eminent domain action or proceeding shall be pending or threatened against the Property.

6.1.7 **No Default.** On the Closing Date, Seller shall not be in material default in the performance of any covenant or agreement to be performed by Seller under this Agreement.

6.1.8 **No Material Change.** As of the Closing Date no material adverse change in the physical, title or legal condition of the Property shall have occurred since the Opening of Escrow, unless and to the extent caused by Buyer or its agents.

6.1.9 **Vacant.** Unless otherwise approved by Buyer in Buyer's sole discretion, as of the Closing Date, any and all leases of the Property shall have expired or terminated and all tenants and occupants of the Property (whether or not claiming under or through Seller) shall have fully vacated the Property and shall have removed their personal property and equipment therefrom.

6.2 Failure of Conditions (Buyer).

6.2.1 In the event the condition set forth in Section 6.1.3 above is not satisfied or waived by Buyer in writing, and provided Buyer is not then in default, then, upon written notice by Buyer to Seller and after three (3) business days during which Seller shall have the ability to but shall have failed to cure the default, Buyer shall have the right by written notice to Seller and Escrow Holder to terminate this Agreement and the Escrow established hereunder, following which all documents deposited into Escrow shall be returned to the Party who deposited the same without further instructions by either Party to Escrow Holder. In the event of any termination pursuant to this Section, the entirety of the Deposit (including any Extension Payments) shall promptly be returned to Buyer within ten (10) business days, and neither Party shall have any further obligation hereunder except as otherwise determined in this Agreement.

6.2.2 In the event any of the conditions set forth above (other than the condition set forth in Section 6.1.3) are not satisfied or waived by Buyer in writing within the time periods set forth therein, and provided Buyer is not in default, then Buyer shall have the right to terminate this Agreement by written notice to Seller and Escrow Holder, and the Escrow established hereunder shall terminate upon written notice by Buyer to Seller and Escrow Holder, all documents deposited into the Escrow shall be returned to the Party who deposited the same without further instructions by either Party to Escrow Holder, the entirety of the Deposit (including any Extension Payments) shall promptly be returned to Buyer within ten (10) business days, provided that Buyer shall not have the right to a return of any Extension Payments if Buyer fails to issue an Approval Notice prior to the expiration of the Due Diligence Period.

Any termination by Buyer as a result of non-satisfaction of any of the conditions set forth above (other than the condition set forth in Section 6.1.1) shall be effective only if Buyer's written notice of termination is delivered to Seller and Escrow Holder prior to Close of Escrow as defined in section 3.4. In the event of any termination pursuant to this Section, (i) the Deposit (including Extension Payments, if any) shall promptly be returned to Buyer unless the termination was pursuant to Section 6.1.1 hereof, in which case Seller shall retain the Extension Payments, if any, and (ii) neither Party shall have any further obligation hereunder except as otherwise determined in this Agreement.

6.3 Seller's Closing Conditions. Close of Escrow and the Seller's obligation to complete the sale of the Property are subject to satisfaction of each of the following conditions at or prior to the Closing Date (or with respect to the condition set forth in Section 6.3.1, prior to the expiration of the Due Diligence Period), each of which is for the sole benefit of Seller, unless waived by Seller in writing.

6.3.1 **Buyer's Other Conditions.** Buyer shall have issued an Approval Notice within the time period specified in Section 6.1.1.

6.3.2 **Buyer's Obligations.** Buyer shall have timely performed all of Buyer's obligations under this Agreement.

6.3.3 **Warranties and Representations.** All of the warranties and representations of Buyer set forth in this Agreement shall be true and correct in all material respects on the Agreement Date and the Closing.

6.3.4 **Delivery of Purchase Price.** Buyer shall have deposited with Escrow Holder all funds necessary to complete the transaction, including but not necessarily limited to the Purchase Price.

6.3.5 **No Contest.** On the Closing Date, no suit, action, investigation, or other proceeding by any governmental body or other person shall have been instituted or threatened against Buyer, Seller or the Property or any part thereof which challenges the validity or legality of the transactions contemplated by this Agreement.

6.4 **Failure of Conditions (Seller).**

6.4.1 In the event the condition set forth in Section 6.3.1 is not satisfied prior to the expiration of any time periods specified therein, then Seller shall have the right by written notice to Buyer and Escrow Holder to terminate this Agreement, in which event all documents and funds deposited into Escrow shall be returned to the Party who deposited the same without further instructions by either Party to Escrow Holder and the Deposit shall be returned to Buyer, and Escrow Holder shall release the Extension Payment(s) if any, to Seller.

6.4.2 In the event any of the conditions set forth in Section 6.3.2, Section 6.3.3, 6.3.4 or 6.3.5 above are not satisfied, or waived by Seller in writing, and provided Seller is not then in default, then, upon written notice by Seller to Buyer and after three (3) business days during which Buyer shall have the ability to cure the default, this Agreement and the Escrow established hereunder shall terminate, all documents deposited into Escrow shall be returned to the Party who deposited the same without further instructions by either Party to Escrow Holder, subject to Seller's rights, if any, to retain the Deposit as liquidated damages pursuant to Section 2.4 of this Agreement.

6.5 **Return of Documents.** If this Agreement is terminated for non-satisfaction of a condition or as a result of Buyer's default, Buyer shall deliver to Seller, within ten (10) business days after such termination, all of the Documents and any and all other soils reports, maps, engineering studies, improvement plans, environmental or hazardous materials reports, and other information or documents relating to the Property which were provided by Seller to Buyer pursuant to this Agreement at no cost to Buyer.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1.1 **Definitions.** For purposes of this Article 7, the following terms shall have the meanings set forth below.

7.1.2 **Environmental Laws.** As used in this Agreement, "Environmental Laws" shall mean all laws and regulations applicable to the physical condition of the Property or the presence of any substance thereon, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.), the Clean Water Act (33 U.S.C. Sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Sections 5101 et seq.), the Toxic Substance Control Act

(15 U.S.C. Sections 2601-26293, the California Hazardous Waste Control Act (California Health and Safety Code Sections 25100-25600), and the Porter-Cologne Water Quality Control Act (California Health and Safety Code Sections 13000 et seq.), as any of the foregoing may be amended from time to time, and all regulations and publications implementing or promulgated pursuant to the foregoing.

7.1.3 **Hazardous Materials.** As used in this Agreement, “**Hazardous Materials**” includes, without limitation: (i) any substance, chemical, waste or other material which is listed, defined or otherwise identified as “hazardous” or “toxic” under any federal, state, local or administrative agency ordinance, law, ruling, regulation or decision, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq.; Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; Refuse Act, 33 U.S.C. §§ 407 et seq.; Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11001 et seq.; Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq. to the extent it includes the emission of any Hazardous Material and includes any Hazardous Material for which hazard communication standards have been established; California Hazardous Substance Account Act, California Health & Safety Code §§ 25300 et seq.; California Asbestos Notification Laws, California Health & Safety Code §§ 25915 et seq.; California Hazardous Waste Control Law, California Health & Safety Code §§ 25100 et seq.; California Hazardous Materials Release Response Plans and Inventory Act, California Health & Safety Code §§ 25500 et seq.; California Clean Air Act, California Health & Safety Code §§ 39608 et seq.; California Toxic Pits Cleanup Act, California Health & Safety Code §§ 25208 et seq.; California Pipeline Safety Act, California Government Code §§ 51010 et seq.; California Toxic Air Contaminants Law, California Health & Safety Code §§ 39650 et seq.; California Porter-Cologne Water Quality Act, California Water Code §§ 13000 et seq.; California Toxic Injection Well Control Act, California Health & Safety Code §§ 25159.10 et seq.; California Underground Storage Tank Act, California Health & Safety Code §§ 25280 et seq.; California Occupational Carcinogens Control Act, California Labor Code §§ 9000 et seq.; or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and “source,” “special nuclear” and “by-product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 et seq.

7.1.4 **Seller’s Knowledge.** References to “Seller’s Actual Knowledge”, matters “known to Seller,” or words of like import mean the actual, current knowledge of Seller (as opposed to imputed or constructive knowledge), after inquiry of the Seller’s current Chief Operations Officer, but no other duty of inquiry or investigation by Seller is implied or required. No duty of inquiry or investigation on the part of Seller or its representatives will be required or implied in instances when Seller’s Actual Knowledge is referenced herein, and in no event shall Seller’s representatives have any liability for representations or warranties or covenants of Seller that involve Seller’s Actual Knowledge.

7.2 **Buyer’s Representations.** Buyer agrees, represents and warrants, as of the Agreement Date and as of Close of Escrow, as follows:

7.2.1 Buyer has the legal right, power and authority to execute and perform its obligations under this Agreement, and the persons executing this Agreement and other documents required hereunder on behalf of Buyer are the duly designated agents of Buyer and are authorized to do so.

7.2.2 This Agreement does not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

7.2.3 **Buyer's Investigation.**

(a) Buyer acknowledges and agrees that under the terms of this Agreement it will have, before the end of the Due Diligence Period, a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Buyer's choosing, including, without limitation:

(i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes.

(ii) The physical condition and all other physical and functional aspects of the Property. Such examination of the physical condition of the Property shall include a Phase One Environmental Site Assessment and, at Buyer's election, a Phase Two Environmental Site Assessment, provided that Seller's prior written approval and consent shall be needed before any such Phase Two Environmental Site Assessment, which Seller shall not unreasonably withhold.

(iii) The Documents

(iv) All other matters of material significance affecting the Property.

(b) **BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS BUYING THE PROPERTY ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND THAT SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY EXCEPT FOR ANY WARRANTIES, REPRESENTATIONS AND AGREEMENTS EXPRESSLY SET FORTH HEREIN, AND SUBJECT TO THE LIMITATIONS HEREIN, OR IN THE GRANT DEED OR OTHER DOCUMENT SIGNED BY SELLER AND DELIVERED TO BUYER AT CLOSE OF ESCROW. WITHOUT LIMITING THE FOREGOING, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT EXCEPT FOR ANY WARRANTIES, REPRESENTATIONS AND AGREEMENTS EXPRESSLY SET FORTH HEREIN, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (1) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY; (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, AND LIMITATIONS REGARDING THE WITHDRAWAL OF WATER**

AND FAULTING; (3) WHETHER OR NOT AND THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (4) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORE; (5) USAGES OF ADJOINING PROPERTIES; (6) THE VALUE, COMPLIANCE WITH PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, DURABILITY, STRUCTURAL INTEGRITY, OPERATION, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, (7) DEVELOPMENT RIGHTS, FEES AND EXACTIONS; (8) COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; AND/OR (9) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (BUYER AFFIRMING THAT BUYER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE), EXCEPT IN THE EVENT THAT THE SAME RESULTS FROM THE INACCURACY OR BREACH OF AN EXPRESS REPRESENTATION OR WARRANTY OF SELLER CONTAINED HEREIN.

(c) By the end of the Due Diligence Period, Buyer acknowledges that it will have had an opportunity to perform all desired physical and financial examinations relating to the acquisition of the Property hereunder and, at the Close of Escrow, will acquire the same solely on the basis of such examinations, the title insurance protection afforded by the Title Policy, and Seller's express representations, warranties and covenants contained herein, and not on any other information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information except as otherwise provided herein, and makes no representations as to the accuracy or completeness of such information, other than that they constitute complete copies of those Documents within Seller's possession and within Seller's Actual Knowledge. Seller shall not be liable for any failure to investigate the Property nor shall Seller be bound in any manner by any verbal or written statements, representations, appraisals, environmental assessment reports, or other information pertaining to the Property or the operation thereof, furnished by Seller, or by any real estate broker, agent, representative, employee, servant or other person acting on Seller's behalf, except in the event that the same results from the inaccuracy and/or breach of express warranty, representation or warranty, representation or warranty of Seller contained herein. It is understood and agreed that the Property is sold by Seller and purchased by Buyer subject to the foregoing and that Seller's sole source of liability, if any, to Buyer with respect to the condition of the Property and other matters referenced above shall be Seller's express representations, warranties and covenants contained in this Agreement.

(d) Without limiting the above, and subject to the express representations and warranties of Seller and covenants of Seller in this Agreement, effective on the Closing, Buyer, on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, Seller, Seller's affiliates, Seller's investment manager, the trustees, beneficiaries,

employees, volunteers and agents of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "Seller Related Parties"), from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with errors, omissions or other conditions affecting the Property, including, but not limited to (i) the physical condition of the Property, the environmental condition of the Property and Hazardous Materials on, under or about the Property, or (ii) any law or regulation applicable to the Property, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and any other federal, state or local law, except in the event that the same results from the inaccuracy and/or breach of express warranty, representation or warranty, representation or warranty of Seller contained herein.

(e) **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE AMOUNT OF THE PURCHASE PRICE REFLECTS, AND THE PROPERTY IS BEING SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO, THE FOREGOING DISCLAIMERS AND ABOVE RELEASE OF CERTAIN KNOWN AND UNKNOWN CLAIMS. AS PART OF THE PROVISIONS OF THIS SECTION BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES THAT THE MATTERS EXPRESSLY RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR SUSPECTED, AND AS TO THE MATTERS RELEASED HEREIN BUYER HEREBY WAIVES (EFFECTIVE ON THE CLOSING) ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7.3 **Seller's Representations and Warranties.** Seller makes the following representations and warranties as of the Agreement Date and, subject to Seller's right to modify the same by additional disclosures, as of Close of Escrow:

7.3.1 **Authority.** Seller is a public school district that has the legal right, power and authority to execute and perform its obligations under this Agreement; and the persons executing this Agreement and other documents on behalf of Seller are the duly designated agents of Seller and are authorized to do so.

7.3.2 **Non-Foreign Affidavit.** Seller is not a foreign person.

7.3.3 **Litigation.** To Seller's Actual Knowledge, there is no litigation pending or threatened against Seller that: (1) arises out of the ownership of the Property, or (2) might detrimentally affect the ability of Seller to perform its obligations under this Agreement. As of the Agreement Date, to Seller's Actual Knowledge, there is no pending or threatened litigation involving the ownership or use of the Property.

7.3.4 **Hazardous Materials.** To Seller's Actual Knowledge: (1) the Property is not in violation of any Environmental Laws, (2) neither Seller, nor to Seller's Actual Knowledge any third party, has used, manufactured, generated, treated, stored, disposed of, or leased any Hazardous Material on, under or about the Property or transported any Hazardous Material over the Property; (3) neither Seller, nor to Seller's Actual Knowledge any third party, has installed, used or removed any storage tank on, from or under the Property except in full compliance with all Environmental Laws; (4) to Seller's Actual Knowledge, there are no storage tanks or wells (whether existing or abandoned) on or under the Property; and (5) to Seller's Actual Knowledge there are no Hazardous Materials on or under the Property.

7.3.5 **Ownership of the Property.** Seller is the owner of fee title to the Property, with full right to convey the same, subject to all matters of record, and except as to those matters excluded under the Title Policy. Seller has not granted to any party any option or right of refusal or first opportunity to acquire any interest in any of the Property

7.3.6 **No Bankruptcy.** Seller has not filed or been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

7.3.7 **Compliance with Law.** To Seller's Actual Knowledge, the Property is not in violation of any federal, state or local statute, law, ordinance or regulation, and Seller has received no notice, citation or other claim alleging any violation of any laws with respect to the Property.

7.3.8 **Documents.** To Seller's Actual Knowledge, all copies of Documents delivered to Buyer pursuant to this Agreement are complete copies of documents in Seller's possession.

7.3.9 **No Contracts.** At the Closing, there will be no contracts respecting maintenance of the Property or performance of services on the Property by which Buyer would become obligated or liable to anyone except for the Documents.

7.3.10 **No Leases or Occupancy.** There are currently no leases, rental agreements, or licenses in place or in force with respect to the Property which provide any tenant, lessee, licensee, occupant or other party with any rights to use, occupy, or possess all or any portion of the Property.

7.4 **Change in Representation or Warranty.** The representations of Seller set forth above are made as of the date of execution of this Agreement and are intended to be true and correct as of the Close of Escrow. If, subsequent to the Agreement Date and prior to the Close of Escrow, Seller determines that, as a result of facts or subsequent events discovered or arising after the Agreement Date, any of the representations or warranties of Seller set forth in Section 7.3 of this Agreement are no longer true and correct as of such subsequent date, Seller shall not be in

breach of this Agreement, provided that Seller promptly and prior to Close of Escrow notifies Buyer in writing (“**Change Notice**”) of such facts or subsequent events and the effect on the applicable representation or warranty. Seller shall have the option, but not the obligation, to take steps to cure or correct the situation so that the affected representation or warranty will be true and correct as of the Close of Escrow, and, if Seller exercises such option, Seller shall identify the corrective action in the Change Notice. If Seller elects to undertake corrective action such that the affected representation or warranty will be true and correct as of the Close of Escrow, the Parties shall proceed with performance under this Agreement and the Closing, provided Seller completes such corrective action prior to the Close of Escrow; provided, however, that if such corrective action is not completed as of the Close of Escrow, the Seller shall not be in breach of any of its obligations under this Agreement, and Buyer shall have the option to either terminate this Agreement, in which event the Deposit shall be returned to Buyer, or proceed to close of escrow. If Seller does not elect to undertake such corrective action, then, within fifteen (15) days after Buyer’s receipt of the Change Notice, but in no event later than the Closing Date, Buyer shall elect, by delivering written notice to Escrow Holder (with a copy to Seller) either to: (1) proceed with performance of this Agreement and the Closing; or (2) terminate this Agreement and the Escrow for nonsatisfaction of a condition. In the event of termination pursuant to this Section, the Deposit shall be returned to Buyer, and neither Party shall have any further obligation or liability hereunder except for those obligations and liabilities specified in this Agreement as surviving termination of this Agreement and/or Close of Escrow.

7.5 Seller’s Indemnification; Seller’s Disclaimers.

7.5.1 Seller agrees to indemnify and hold Buyer free and harmless from any losses, damages, demands, liabilities, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys’ fees, costs of expert witnesses, court costs, and other expenses of litigation) resulting from (a) any breach of any representation or warranty of Seller set forth in this Agreement, (b) any breach or default by Seller under any of Seller’s covenants or agreements under this Agreement, and/or (c) any personal injury or property damage caused by any party other than Buyer and occurring in, on or about the Property before the Closing Date.

7.5.2 Except as expressly set forth in this Agreement, Seller makes no representations, express or implied, regarding the Seller or the Property. Buyer hereby acknowledges and agrees that it has not relied upon any representation or warranty, express or implied, made by or on behalf of Seller, except for those expressly set forth in this Agreement.

7.6 Buyer’s Indemnification. Buyer agrees to indemnify and hold Seller free and harmless from any losses, damages, costs, or expenses (including attorney’s fees) resulting from any breach of any representation or warranty of Buyer set forth in Section 7.2 of this Agreement and any breach or default by Buyer under any of Buyer’s covenants or agreements under this Agreement, except to the extent of the gross negligence or willful misconduct of Seller.

7.7 Real Estate Commissions. Each Party represents and warrants to the other Party that no real estate broker has been retained in the sale of the Property or negotiation of this agreement. Each Party agrees to indemnify, hold harmless, protect and defend the other Party (and its governing board or council members, administrators, managers, agents, successors and assigns) from and against any obligation or liability to pay any other commission or compensation to any brokers arising from the act or agreement of the indemnifying Party.

7.8 **Survival of Representations and Warranties.** All representations and warranties contained in this Agreement shall be deemed remade as of the date of Closing and shall survive the Closing for six (6) months following the Closing Date.

ARTICLE 8

ADDITIONAL OBLIGATIONS

8.1 **Access to Property.** During the Due Diligence Period, Seller shall allow Buyer and its employees, agents, representatives and contractors (collectively, “**Buyer’s Agents**”) reasonable access to the Property during normal business hours, upon twenty-four (24) hours prior notice to Seller, for the purpose of performing reasonable studies, tests and evaluations desired by Buyer for its Due Diligence, at Buyer’s sole cost. Buyer shall notify Seller and obtain its written consent prior to performing any tests which could cause property damage beyond normal wear and tear. In connection with any such entry, Buyer: (i) shall perform all work in a safe manner; (ii) shall not bring any hazardous condition onto the Property; (iii) shall repair any damage or disturbance to the Property which it causes; and (iv) shall keep the Property free and clear of all mechanics’ or materialmen’s liens arising out of Buyer’s activities. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, causes of action, liabilities, losses, liens or other damages arising out of or directly related to Buyer’s and Buyer’s Agents’ entry onto the Property. Prior to any entry by Buyer or Buyer’s Agents onto the Property, Buyer shall deliver to Seller a certificate or other evidence of public liability insurance in the amount of Two Million Dollars (\$2,000,000) per incident, naming Seller as additional insured, insuring against any loss, property damage and/or injuries incurred by any person on the Property related to such inspections and testing herein set forth. Said policy shall remain in effect for the remaining term of the escrow and thereafter, as required, in order to insure against any incident on the Property related to Buyer and Buyer’s Agents prior to the Close of Escrow. Seller hereby agrees that Buyer may provide self-insurance for the insurance required by this Section. Notwithstanding any provision of this Agreement to the contrary, Buyer’s obligations under this Section shall survive for a period of one (1) year after termination of this Agreement and Close of Escrow.

8.2 **Damage or Destruction.** If, prior to the Closing Date, any part of the Improvements on the Property are materially damaged or destroyed by fire or other casualty, Seller shall promptly give notice thereof to Buyer, in which event Buyer may elect, by delivering written notice to Seller, to terminate this Agreement and the Escrow, in which event the Deposit shall be immediately returned to Buyer, and neither Party shall have any further rights or obligations hereunder except as otherwise stated in this Agreement. If Buyer does not deliver such written notice of termination, then: (a) neither Party shall have a right to terminate this Agreement; (b) Seller shall deliver any insurance proceeds received related to the damage as soon as practicable after receipt (which may occur after the Closing), and (c) the Parties shall continue performance under this Agreement and the Escrow, without modification of any of its terms and without any reduction in the Purchase Price. Seller shall have no liabilities or obligations to Buyer, and Buyer shall have no claims for damages or other remedies against Seller, as a result of such damage or destruction of the Property.

8.3 **Condemnation.** If, at or prior to Closing, the Property or any portions of it are condemned or taken pursuant to any governmental or other power of eminent domain, or, if any written notice of any such taking or condemnation is issued, or proceeding instituted, then in any

such events, Buyer shall have the option to terminate this Agreement, or, in the alternative, Buyer may elect to proceed to close, with the Buyer entitled to receive the entire condemnation award. In the event of such termination, neither Party shall have any further rights or obligations hereunder except as specifically stated in this Agreement and the Escrow Holder shall refund the Deposit to Buyer.

8.4 **Possession.**

8.4.1 Possession of the Property shall be delivered by Seller to Buyer on the Closing Date after recordation of the Grant Deed. All risk of loss and damage to the Property from whatever source shall be the sole responsibility of Buyer after the Close of Escrow. On the Closing Date, Seller shall deliver to Buyer (a) keys, codes and combinations for locks or security devices for the building Improvements, to the extent under Seller's control; and (b) any as-built plans in Seller's possession prior to the Close of Escrow.

8.4.2 Between the Opening of Escrow and the Closing Date (or earlier termination of this Agreement), without the prior written consent of Buyer, which consent shall not be unreasonably withheld, Seller: (a) shall not execute, amend, modify, renew or extend any lease, license, easement, CCRs, REAs, restrictive covenants or other similar agreements or instruments affecting the Property or any part thereof; (b) shall operate, maintain and repair the Property in the ordinary course of business, and keep the Property and every part thereof in good condition; (c) shall not sell or convey or grant an option for or enter into any contract or agreement to sell or convey the Property to any person or entity other than Buyer, and shall negotiate exclusively with Buyer in connection with any purchase and sale of the Property; (d) shall not take any action or permit any action to be taken which causes its title to the Property to become subject to any covenant, condition, restriction, easement, lien, encumbrance, or other exception that does not exist at the date of this Agreement; (e) shall comply with all covenants, conditions, restrictions, laws, statutes, rules, regulations and ordinances applicable to the Property and the maintenance and operation thereof; (f) shall not make any material alterations to the Property, and (h) shall not take any action to modify, change, abandon, amend, terminate, or waive any entitlements, permits, zoning, or other land use approvals with respect to the Property.

8.5 **Notice of Violations.** In the event that prior to Closing Seller becomes aware of any Hazardous Materials or any other matter affecting the Property which violates any applicable law, Seller shall immediately give Buyer notice of such matter.

ARTICLE 9

GENERAL PROVISIONS

9.1 **Approvals.** Whenever any consent, approval or verification of a Party is required, such Party shall not unreasonably withhold or delay such consent, approval or verification unless this Agreement expressly provides that such consent, approval or verification may be given or withheld in such Party's sole discretion.

9.2 **Assignment.** Neither Seller nor Buyer may assign this Agreement in whole or in part, voluntarily or involuntarily, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided, however, that Buyer shall have the right without Seller's prior consent but with prior written notice to Seller (a) to assign its rights and obligations under this Agreement to one or more Affiliates of Buyer or to a 1031 exchange intermediary or

exchange accommodator (subject to the terms of Section 3.11 hereof), and/or (b) to nominate another person(s) or entity to whom title to the Property shall be conveyed at the close of the Escrow provided that the exercise of this right of nomination shall not be deemed to be an assignment of Buyer's rights hereunder. No assignment of this Agreement or nomination of another party to take title shall in any event relieve or release Buyer of any of Buyer's duties or obligations to Seller hereunder. For purposes hereof, an "**Affiliate**" of Buyer shall mean any party that is majority owned, managed and controlled by Buyer or one or more of its principals.

9.3 **Attorneys' Fees.** If a legal action or arbitration proceeding is brought by Buyer or Seller to enforce or interpret any of the provisions of this Agreement, or otherwise with regard to the Escrow or the Property, the prevailing party shall be entitled to recover all costs and reasonable attorneys' fees incurred in connection therewith.

9.4 **Computation of Time Periods.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days. The term "business days" means days other than Saturdays, Sundays and state or national holidays. Unless otherwise expressly provided in this Agreement, if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice shall be deemed to have been timely performed or given on the next business day.

9.5 **Reserved.**

9.6 **Construction.** The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision. This Agreement shall not be construed as if it had been prepared by only Buyer or Seller, but rather as if both Buyer and Seller had prepared the same.

9.7 **Counterparts.** This Agreement or any escrow instructions pursuant to this Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed a counterpart document. Facsimile, portable document format (PDF), and DocuSign® signatures on this Agreement shall be binding as if original.

9.8 **Entire Agreement.** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the purchase and sale of the Property. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded. In electing to execute this Agreement, neither Party hereto is relying on any statement or representation from the other that is not expressly set forth in this Agreement and/or its exhibits, and the Parties hereto acknowledge that any such reliance would be unreasonable. No subsequent agreement, representation, or promise made by either Party shall be of any effect unless it is in writing and executed by the Party to be bound.

9.9 **Exhibits.** All exhibits referred to are attached and incorporated herein by reference.

9.10 **Further Assurances.** The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to

carry out the provisions of this Agreement and the intentions of the Parties.

9.11 **Gender/Number.** As used in this Agreement, the singular shall include the plural and the masculine shall include the feminine, wherever the context so requires.

9.12 **Governing Law/Venue.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California. Any suit to interpret or enforce this Agreement shall be brought in Sacramento County.

9.13 **Modification.** No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both Buyer and Seller. The escrow instructions shall be considered a part of this Agreement, and no provision in the escrow instructions shall supersede or contradict the provisions of this Agreement, unless the Parties agree in writing to such change. The exercise of any remedy provided by the provisions of this Agreement or at law or in equity shall not exclude any other remedy, unless it is expressly excluded.

9.14 **No Other Inducement.** The making, execution and delivery of this Agreement by the Parties has been induced by no representations, statements, warranties or agreements other than those expressed herein.

9.15 **Notice.** All notices, consents, approvals and other communications under this Agreement shall be in writing, shall be sent using only the methods described in this Section 9.15, and shall be deemed to have been duly given or made (a) upon delivery if hand delivered; (b) one (1) business day after delivery to any nationally recognized overnight courier service for next business day delivery, fee prepaid; (c) upon transmittal if sent by facsimile transmission prior to 5:00 pm on a business day (otherwise on the next business day after transmittal), with transmission verified and a hard copy of the transmission promptly sent by U. S. Mail; (d) upon transmittal if sent by e-mail prior to 5:00 pm on a business day (otherwise on the next business day after transmittal), provided that the sender does not receive notice that e-mail transmission has failed for any reason; or (e) three (3) days after deposit with the United States Postal Service as registered or certified mail, postage prepaid, and in each case addressed as follows:

SELLER:

Folsom Cordova Unified School District
1965 Birkmont Drive
Rancho Cordova, CA 95742-6407
mwashbur@fcusd.org
jtraber@f3law.com

BUYER:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Cyrus Abhar, City Manager

Either Party may change its address for notice by delivering written notice to the other Party. Buyer and Seller and their respective counsel, hereby agree that notices from Buyer or Seller may be

given by their respective counsel and that for the purpose of giving such notice, either Party's counsel may communicate directly with the other Party.

9.16 **Remedies.** Seller's remedies in the event of a default by Buyer shall be limited to the extent provided in Section 2.4. In the event of a default by Seller, subject to the provisions of Article 9, Buyer shall have the right to specifically enforce this Agreement, to recover damages or to pursue any other remedy available at law or in equity.

9.17 **Severability.** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable to any extent by any court of competent jurisdiction, the remainder of this Agreement shall not be affected, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.18 **Successors.** Subject to the restriction on assignment contained herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective heirs, legal representatives, successors, and assigns.

9.19 **Time.** Time is of the essence for each provision of this Agreement in which time is a factor, including without limitation all time deadlines for satisfying conditions and Close of Escrow.

9.20 **Exhibits.** The following exhibits are attached to and part of this Agreement:

Exhibit A	Legal Description of Property
Exhibit B	Depiction of Property
Exhibit C-1	Form of Grant Deed
Exhibit C-2	Form of General Assignment

[Rest of page intentionally blank]

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

SELLER

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

A public school district organized and existing under the laws of the State of California

By: _____

Date: _____

Name: _____

Title: _____

BUYER

CITY OF RANCHO CORDOVA

By: _____

Date: _____

Name: _____

Title: City Manager

Attest:

City Clerk

Approved as to Form:

City Attorney

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

**EXHIBIT B
DEPICTION OF PROPERTY**

**EXHIBIT C-1
FORM OF GRANT DEED**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Exempt from Recording Fees
per Government Code section 6103

ASSESSOR'S PARCEL NO: 072-1010-029

(ABOVE SPACE FOR RECORDER'S USE ONLY)

NO DOCUMENTARY TRANSFER TAX DUE
PURSUANT TO REVENUE AND TAX CODE 11922 – TRANSFER TO PUBLIC ENTITY

GRANT DEED

For a valuable consideration, receipt of which is hereby acknowledged,

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

hereby Grants to

THE CITY OF RANCHO CORDOVA

all that real property legally described on Exhibit A, subject to all matters of record.

Dated: _____

GRANTOR

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION

EXHIBIT C-2 FORM OF GENERAL ASSIGNMENT

GENERAL ASSIGNMENT

This GENERAL ASSIGNMENT (this “**Assignment**”) is made as of _____, 2021, by and between FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT, a public school district organized and existing under the laws of the State of California (“**Seller**” or “**Assignor**”) and THE CITY OF RANCHO CORDOVA, a California municipal corporation (“**Buyer**” or “**Assignee**”), with reference to the following facts:

RECITALS

Assignor, as seller, and Assignee, as buyer, entered into that certain Real Property Purchase and Sale Agreement dated _____, 2021 (“**Agreement**”), regarding that certain real property located at 3355 Monier Circle, Rancho Cordova CA 95742, containing approximately 6.06 acres, and bearing APN 072-1010-029 and as more particularly described and/or depicted in the Agreement (the “**Real Property**”). Under the Agreement, Assignor is obligated to assign to Assignee, all of Assignor’s right, title and interest in and to certain intangibles and rights appurtenant to or associated with the Real Property. All terms with initial capitalization used, but not defined, in this Assignment shall have the meanings given to them in the Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the date of Closing under the Agreement, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee, all of Assignor’s estate, right, title and interest, if any, in and to the following: all permits, licenses, entitlements and approvals to the extent relating to the Real Property; all addresses to the extent associated with the operation or ownership of the Real Property; all mineral and water rights owned by Assignor in connection with the Real Property; and all other rights appurtenant to the Real Property.

Assignee hereby accepts the foregoing assignment on the terms set forth herein.

If there is any legal action, arbitration or proceeding between the parties hereto arising from or based on this Assignment or the interpretation or enforcement of any provisions hereof, then the unsuccessful party to such action, arbitration or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys’ fees, incurred by such prevailing party in such action, arbitration or proceeding and in any appeal in connection therewith. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto. This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California. This Assignment may be executed in counterparts with all such counterparts together constituting one (1) original of this Assignment. Facsimile or portable document format (PDF) signatures on this Assignment shall be binding as if original.

“Assignor”

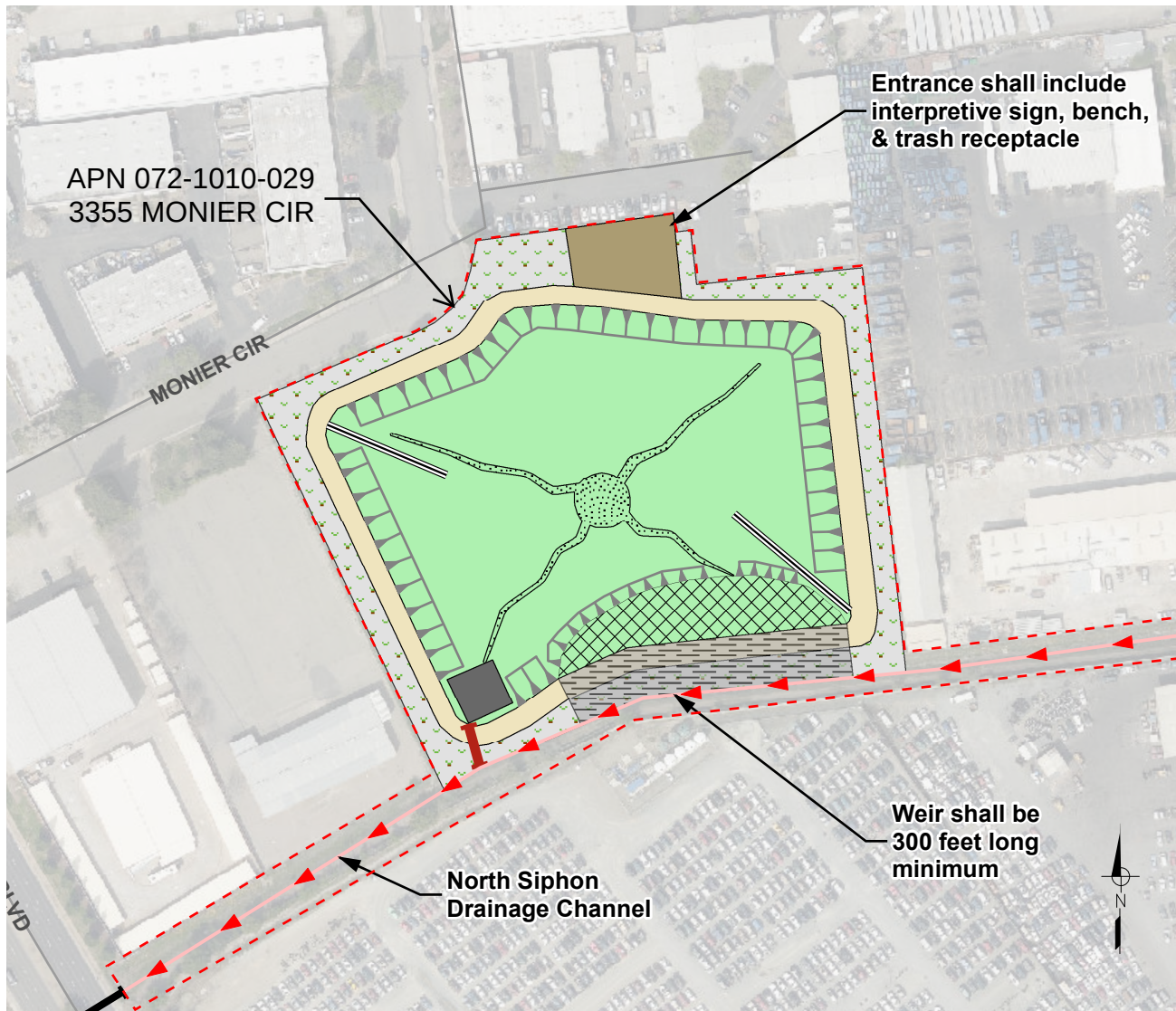
FOLSOM CORDOVA UNIFIED SCHOOL
DISTRICT
A public school district organized and existing under
the laws of the State of California

By: _____
Name: _____
Title: _____

“Assignee”

CITY OF RANCHO CORDOVA

By: _____
Name: _____
Its: _____



VICINITY MAP

PROPOSED MONIER CIRCLE FLOOD CONTROL BASIN PROJECT SITE PLAN

- Project boundary
- Existing Culvert
- == Concrete Access Ramp
- Proposed Outlet Piping
- ▶ Relandscaped channel
- ▨ Weir
- Proposed Monier Circle Detention Basin

- ▨ Low Flow Drainage Channels
- ▨ Sediment Forebay
- Pump Station
- Entrance - used as STAGING AREA during construction
- Pedestrian Trail/Access Road
- Landscaping

Notes:
1. Size and location of detention basin details are approximate and meant to be illustrative rather than dimensional.

ITEM 9.4.

ATTACHMENT 3

MEMORANDUM



ITEM 9.5.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A DRAINAGE IMPACT FEE CREDIT AGREEMENT WITH WOODSIDE HOMES FOR THE ARISTA DEL SOL PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the Public Works Director to execute a Drainage Impact Fee Credit Agreement with Woodside Homes for the Arista Del Sol project.

BACKGROUND

Woodside homes is requesting credits for installation of regional drainage facilities as part of the Arista Del Sol project. Under the Storm Drainage Development Impact Fee Program, the developers are allowed to receive credits in lieu of paying a portion of the storm drainage impact fees required by the City. Credits shall be based on the least expensive permanent facilities installed consistent with the City's Improvement Standards and other applicable policies or regulations adopted by the City. The credit shall be based on the actual cost, not to exceed the programmed cost listed in the Storm Drainage Impact Fee Program credit schedule in effect on the date the fees are paid.

Credits are authorized whenever drainage facilities are constructed and meet the following criteria:

1. The facilities are part of the drainage system covered by Storm Drainage Impact Fee Program;
2. Were designed to serve a watershed area of thirty acres or greater;
3. Were required by the City in connection with development or new construction; and
4. Were constructed pursuant to improvement plans approved by the City.

Prior to credits being finalized and/or issuance of any of the approvals set forth in Rancho Cordova Municipal Code Section 16.95.050, the construction of any drainage facilities must be accepted by the City.

FISCAL IMPACT AND FUNDING SOURCE

Credits for this agreement will be issued against the required drainage impact fees for the project. There will be no impact to the City's general fund.

ATTACHMENT(S)

1. Resolution
2. Arista Del Sol Credit Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A
DRAINAGE IMPACT FEE CREDIT AGREEMENT WITH WOODSIDE HOMES FOR THE
ARISTA DEL SOL PROJECT**

WHEREAS, City has adopted the City of Rancho Cordova Storm Drainage Impact Fee Program (Rancho Cordova Municipal Program Chapter 16.95) as amended, ("Program"); and

WHEREAS, The Program establishes a schedule of fees and credits to be collected upon the construction of new buildings and improvements within the City ("Fees"); and

WHEREAS, Fees are to be used for construction of Trunk Drainage Facilities ("Major Facilities") as said facilities are defined in the Program; and

WHEREAS, The Program provides that whenever the City's Public Works Director requires the construction of Major Facilities in connection with the construction of new buildings and improvements within the City, the cost of the Major Facilities may become a credit and may be deducted from the fee required by the Program upon the satisfaction of certain conditions; and

WHEREAS, The Program sets forth a schedule and method for calculating and apportioning credits; and

WHEREAS, City and Woodside Homes ("Owner") desire to enter into an agreement to provide for the construction by Owner of the Major Facilities described in Exhibit A of the credits agreement and for the deduction by City of credits from the drainage impact fees to be paid by Owner in connection with the development; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the Public Works Director to Execute a Drainage Impact Fee Credit Agreement with Woodside Homes for the Arista Del Sol Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.5.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Garrett Gatewood, Mayor

**CITY OF RANCHO CORDOVA
DRAINAGE IMPACT FEE CREDIT AGREEMENT**

**Woodside 05N, LP
Arista Del Sol
Single Family Residential**

THIS AGREEMENT is made and entered into this 15th day of July, 2021, by and between the City of Rancho Cordova, a municipal corporation ("CITY") and Woodside 05N, LP, a California limited partnership ("OWNER") with reference to the following facts.

RECITALS

A. City has adopted the City of Rancho Cordova Storm Drainage Impact Fee Program (Rancho Cordova Municipal PROGRAM Chapter 16.95) as amended, ("PROGRAM"); and

B. The PROGRAM establishes a schedule of fees and credits to be collected upon the construction of new buildings and improvements within the CITY ("FEES"); and

D. FEES are to be used for construction of Trunk Drainage Facilities ("MAJOR FACILITIES") as said facilities are defined in the PROGRAM; and

E. The PROGRAM provides that whenever the CITY's Public Works Director requires the construction of MAJOR FACILITIES in connection with the construction of new buildings and improvements within the CITY, the cost of the MAJOR FACILITIES may become a credit and may be deducted from the fee required by the PROGRAM upon the satisfaction of certain conditions; and

F. The PROGRAM sets forth a schedule and method for calculating and apportioning credits; and

G. OWNER has applied for a permit to construct new buildings and improvements within the CITY; and

H. The PROGRAM delegates plan approval to the CITY's Public Works Director and inspection to the CITY Public Works Director; and

I. The CITY's Public Works Director has required and approved the construction of MAJOR FACILITIES as shown on the improvement plans entitled "**Arista Del Sol**" as further described in Exhibit 'B' attached hereto and made a part hereof ("PLANS"); and

J. CITY and OWNER desire to enter into an agreement to provide for the construction by OWNER of the MAJOR FACILITIES described in Exhibit 'A' and for the deduction by CITY of credits from the drainage impact fees to be paid by OWNER in connection with the development; and

ITEM 9.5.

Drainage Credit Agreement
Project Name: Arista Del Sol

ATTACHMENT 2

2

K. Construction of the MAJOR FACILITIES have not been financed by an assessment district, a district formed under the Mello Roos Communities Facility Act (Chapter 2.5 of Title 5, Division 2, Part 1 of the Government PROGRAM, commencing at section 53311) or any successor statutes, a special tax district, nor by any similar public infrastructure financing entity; and

- L. The credits shall be applied and apportioned to:
- APN# 067-0040-013-0000
 - Credits Appointed: 100% for Phase 1, no credits will be appointed for other phases.
 - Owner: Woodside 05N, LP

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, CITY and OWNER agree as follows:

Section 1. Site

The site shall be areas shown on the PLANS where MAJOR FACILITIES are being installed also shown on Exhibit 'B' ("PLANS").

Section 2. Construction of Project

OWNER shall complete construction of the MAJOR FACILITIES in accordance with the PLANS and in accordance with the County of Sacramento's Standard Construction Specification, the City of Rancho Cordova's Improvement Standards, and this Agreement. OWNER understands and acknowledges that the terms and conditions contained in any contract that OWNER has or may execute with any contractors or material suppliers regarding the construction of trunk drainage facilities have no force or effect upon this Agreement.

Section 3. Allowable Credits

CITY shall calculate and apportion credits as provided in the PROGRAM for the construction costs of the MAJOR FACILITIES described in Exhibit 'A'. The total credits shall not exceed **NINE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED THIRTY-THREE and 65/100 DOLLARS (\$929,433.65)** except as provided in Section 4 below. The CITY Public Works Director may allocate credits to the OWNER prior to the satisfactory completion and acceptance of the MAJOR FACILITIES by CITY. If CITY does not accept the MAJOR FACILITIES, OWNER agrees to repay all credit allocated within 60 days of notice of non-acceptance, unless OWNER cures the reasons for non-acceptance.

Section 4. Change Orders

OWNER agrees to make any changes in the construction of the MAJOR FACILITIES as requested by the CITY Public Works Director. The CITY agrees to provide credits for any and all changes made to the plans and specifications, which are requested and approved in writing by the CITY Public Works Director. The CITY agrees to pay the OWNER for any and all changes subject to the limitations contained in the PROGRAM and this agreement; however, the OWNER shall obtain written approval for the cost of the change, prior to constructing the change. The CITY Public Works Director is authorized to increase the subject credits up to but not exceeding ten percent (10%) of the amount set forth in Section 3 for actual quantities of materials used which exceeds the quantities listed in Exhibit 'A'. Any increase shall be calculated using the unit price contained in the PROGRAM.

Section 5. Inspection

CITY shall at all times have access to the construction site during construction and OWNER shall furnish CITY with all reasonable information necessary for ascertaining full knowledge of the PROJECT with respect to the progress, workmanship and character of materials and equipment used and employed in the work.

Whenever the contractors retained by OWNER vary the normal period during which work or any portion of it is carried out on each day, OWNER shall give timely notice to CITY so that CITY's representative may, if he wishes, be present to observe the work in progress. If OWNER fails to give such timely notice, any work done in the absence of the CITY representative will be subject to rejection. OWNER shall give timely notice to the CITY in advance of backfilling or otherwise covering any part of the work so that the CITY's representative may, if he wishes, inspect the work before it is concealed.

The observation by the CITY of the work shall not relieve OWNER of any of its obligations to complete construction in accordance with the approved plans and specifications.

Section 6. Security

Prior to the commencement of construction, and during construction, OWNER shall provide and shall maintain such fences, barriers, directional signals, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction work, and as are necessary to prevent unauthorized persons from gaining access to the construction site. This credit agreement does not in any way relieve the contractor and owner of any liability.

Section 7. Shop Drawings

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, as-builts, and other data which are prepared by a contractor, subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.

CITY shall have the right to review and approve shop drawings and all submittals called for in the project specifications prior to the commencement of any portion of the work.

The review of the shop drawings and submittals by CITY shall not be construed as relieving OWNER of the full responsibility for completing construction of the storm drain system in accordance with the approved plans and specifications.

Section 8. Prevailing Wage

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by OWNER'S Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the Clerk of the Governing Board.

OWNER shall require its contractor to post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Section 9. Reimbursement

Excess credits will be reimbursed in the event that party(ies) receiving credits, per Recital L above, are entitled to credits in excess of drainage fees owed to CITY. Any reimbursement of excess credits shall be made pursuant to a reimbursement agreement containing the terms and in substantially the same form as attached hereto as Exhibit 'D'.

Section 10. Acceptance and Conveyance

The MAJOR FACILITIES shall automatically become the property of CITY, including passage of title, risk of loss, rights, and liabilities of the MAJOR FACILITIES excepting only those warranty obligations set forth in Section 13, and those indemnification obligations set forth in Section 14, upon completion of their construction, the approval and acceptance thereof by CITY, and the allocation of credits by CITY. OWNER shall take any and all action necessary to convey adequate and appropriate easements or fee simple title as required and as conditioned by the City to the MAJOR FACILITIES to CITY. Should CITY not accept the MAJOR FACILITIES, CITY shall provide OWNER with a notice of non-acceptance which states the reasons for non-acceptance. OWNER shall have 30 days to cure or demonstrate due diligence in curing the stated reasons, to the satisfaction of the CITY Public Works Director.

Section 11. Liens

OWNER shall provide a written guarantee and assurance to the CITY that there are no liens, claims, or encumbrances on the MAJOR FACILITIES prior to final acceptance by the CITY, together with releases from all contractors and/or material suppliers, prior to acceptance of the MAJOR FACILITIES by the CITY. Notwithstanding any other provision or term of this Agreement, the CITY shall have no obligation to make payment for the MAJOR FACILITIES, and no interest shall commence to accrue, until OWNER has cleared any and all liens, claims and encumbrances from said facility, and provided the required guarantee and assurance in writing, to the satisfaction of CITY.

Section 12. Delivery of As-Built Plans and Specifications

Prior to acceptance of the MAJOR FACILITIES by CITY, OWNER shall deliver to CITY copies of all as-built plans, specifications, operating manuals, service manuals, warranties and other documents relating to the design, construction, and operation of the drainage facilities described in this agreement.

Section 13. Warranty

The OWNER hereby warrants the MAJOR FACILITIES as to materials and workmanship and should any failure of the WORK occur within a period of one (1) year after final acceptance thereof by CITY, OWNER shall promptly cause the needed repairs to be made without cost to CITY. Final acceptance shall be deemed to have occurred under this Agreement when the MAJOR FACILITIES have been accepted by the CITY and may be placed into service. CITY shall provide written notification to OWNER of final acceptance by the CITY.

The CITY is hereby authorized to make such repairs if OWNER fails to make, or undertake with due diligence, the aforesaid repairs within twenty (20) days after he is given written notice of such failure. In case of emergency where in the opinion of CITY Public Works Director, delay would cause serious hazard to the public, the necessary repairs may be made or lights, signs, and barricades erected by CITY without prior notice to OWNER. In all cases of failure of said work within the warranty period where CITY has taken action in accordance with this paragraph, OWNER shall reimburse CITY for all costs direct and indirect, incurred by CITY.

Section 14. Indemnification

OWNER shall indemnify, defend, and hold harmless CITY, its City Council, officers, directors, agents, employees and volunteers ("Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, injury, including death, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, except to the extent caused by the negligence or willful misconduct of a party indemnified hereunder.

The provisions of this paragraph shall survive expiration or termination of this Agreement.

Section 15. Third Party Liability

The CITY does not assume any liability, duty or obligation to OWNER's contractors, subcontractors, or agents by execution or performance of this AGREEMENT and no contractors, subcontractors, agents or any parties including subsequent purchasers, are third party beneficiaries of this AGREEMENT.

Section 16. Insurance

Without limiting OWNER'S indemnification, OWNER shall maintain in force at all times during the term of this Agreement all insurance as specified in Exhibit 'C' until all facilities listed on this Agreement are constructed and field accepted. It is the responsibility of OWNER to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit 'C'.

Section 17. Notice

Any notice or other communication to be given to any party pursuant to this AGREEMENT shall be given by delivering same in writing to the parties at the addresses set forth below:

OWNER: Woodside 05N, LP
111 Woodmere Road, Suite 190
Folsom, CA 95630

Attention: Michael LaFortune
Vice President

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

Attention: Dalia Fadl
Principal Engineer
Public Works Department

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, and addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice.

Section 18. Term

The term of this AGREEMENT shall start on the day and year first above written and shall remain in effect until all the terms and conditions contained in this AGREEMENT have been satisfied.

Section 19. Modification or Amendment

Modifications or amendments to this AGREEMENT shall be in writing and executed by all parties.

Section 20. Assignment

This Agreement and all of the terms and conditions contained herein shall insure to the benefit of and bind the successors and assignees of the CITY and OWNER. Nothing contained herein restricts or prohibits the sale or other transfer of property.

Section 21. Insurance Certificate

An insurance certificate, pursuant to this agreement, shall be attached by the OWNER.

Section 22. Other Financing.

a. **Credits.** OWNER shall immediately notify CITY of any proposal to provide PROJECT funding by an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity. The CITY may, at its sole discretion, redetermine and reassign credits for the PROJECT based on the amount of funding thereby provided.

b. **Reimbursement.** If reimbursement is sought by a party to this Agreement from the CITY for any project that is constructed as a project of an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity, then any reimbursement from the CITY due therefrom shall be paid solely to the assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity, or its successor, and not to the person constructing or causing the construction of the project. At no cost to the CITY, the person claiming entitlement to reimbursement shall have the entire burden of establishing to the CITY's complete satisfaction that the project is not constructed as a project of an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity. At no cost to the CITY, such CITY satisfaction may include, by way of illustration and not limitation, reimbursement conditioned upon indemnification, bond, mediation, judicial interpleader, and payment of CITY's actual attorney's fees.

Section 23. Entire Agreement

This instrument and Exhibits 'A', 'B', 'C' and 'D' constitute the entire AGREEMENT between the CITY and the OWNER concerning the subject matter hereof. In the event that any terms of this AGREEMENT conflict with the Sacramento County Standard Construction Specifications, this AGREEMENT shall govern.

ITEM 9.5.

Drainage Credit Agreement
Project Name: Arista Del Sol

ATTACHMENT 2

8

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

CITY OF RANCHO CORDOVA, a municipal corporation, organized and existing under the laws of the State of California

CITY OF RANCHO CORDOVA

WOODSIDE 05N, LP, a California limited partnership

Albert Stricker, PE
Public Works Director

By: WDS GP, Inc., a California corporation
Its: General Partner

By: B. Cutting
Name: Brian Cutting
Title: Vice President

Date: _____

Date: 7/15/21

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Exhibit A**Credits- Major Drainage Facilities**

	Quantity	Unit	Description	Unit Price	Amount
Pipes	1299	LF	24 in	\$87.22	113,298.78
	734	LF	30 in	\$104.66	76,820.44
	282	LF	36 in	\$127.92	36,073.44
	488	LF	42 in	\$162.81	79,451.28
Manholes	3	EA	48 in	\$4,535.40	13,606.20
	4	EA	60 in	\$6,628.66	26,514.64
	3	EA	72 in	\$8,721.93	26,165.79
	1	EA	84 in	\$10,815.19	10,815.19
Fencing	525	LF	Fencing and Gater-3' high post and cable	\$18.61	9,770.25
	2	EA	Fencing and Gates-Pipe Gate	\$3,895.79	7,791.58
Excavation	51092	CY	Excavation Channel and Detention Basins	\$4.54	231,957.68
Erosion Control	131	TON	Erosion Control Rip Rap-Cobbles	\$69.78	9,141.18
Access/Maintenance Roads	61981	SF	Access/Maintenance Rd. (6" aggr conc)	\$1.80	111,565.80
Other	59043	SF	Geotextile Fabric	\$0.29	17,122.47
	6.77	AC	Hydroseeding	\$3,011.97	20,391.04
Misc. Concrete	32	CY	Headwall	\$1,314.10	42,051.20
	36	CY	Ramp	\$779.16	28,049.76

SUBTOTAL**860,586.72**

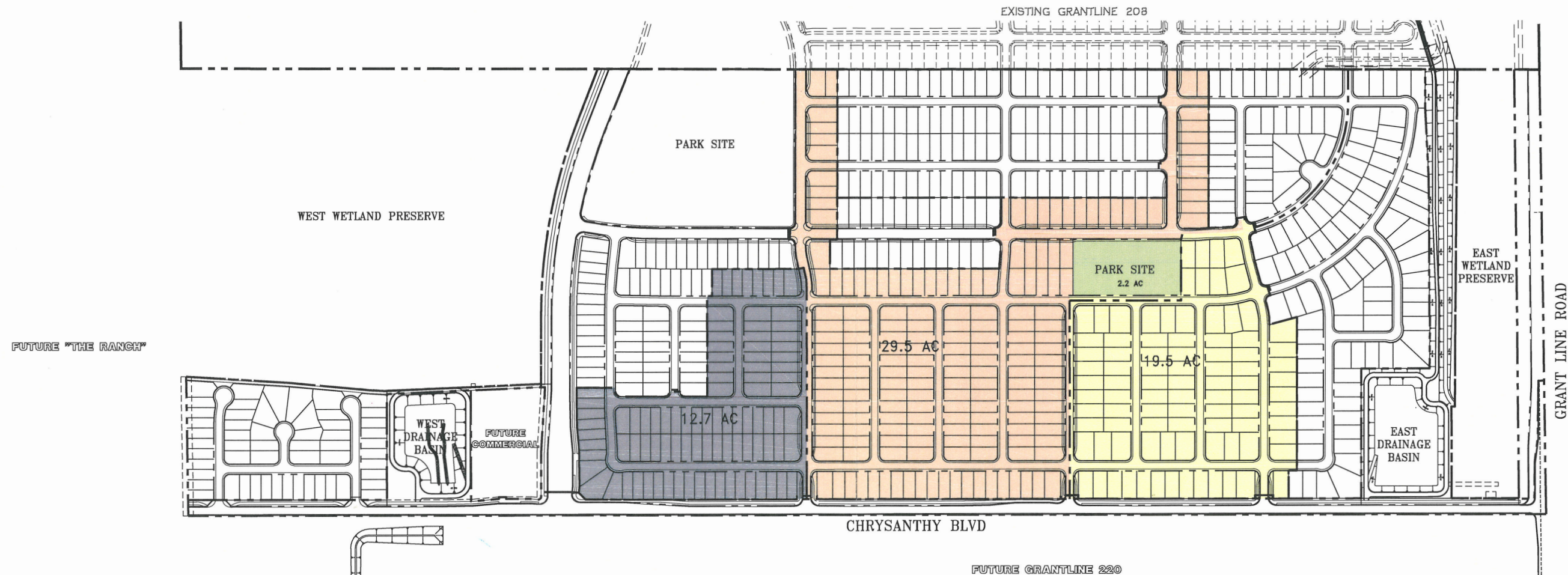
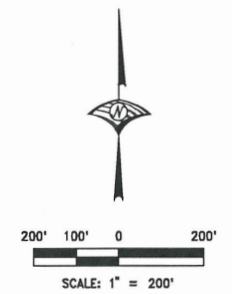
8% Engineering

68,846.94

TOTAL CREDIT**929,433.65**

RANCHO CORDOVA **CALIFORNIA**

JULY 8, 2021



<u>LEGEND</u>	
	RD-10
	RD-7
	RD-5
	LOT B



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

231 VERNON STREET TEL 916.341.7760
ROSEVILLE, CA 95678 FAX 916.341.7767

EXHIBIT 'C'
to Agreement between the
CITY OF RANCHO CORDOVA,
hereinafter referred to as "CITY," and
WOODSIDE 05N, LP, hereinafter referred
to as "OWNER"

INSURANCE REQUIREMENTS

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

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

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

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

2. Commercial General and Automobile Liability Insurance.

2.1 General requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. The coverage shall contain no special limitations

on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Contractor shall notify City within fourteen (14) days of notification from Contractor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

3. All Policies Requirements.

- 3.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 3.2 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.3 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 3.4 Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the approval of City for the self-insured

retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

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

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

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

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

Drainage Credit Agreement
Project Name:

16

EXHIBIT 'D'
CITY OF RANCHO CORDOVA
REIMBURSEMENT AGREEMENT

NAME OF OWNER
NAME OF PROJECT
TYPE OF PROJECT

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 201____ by and between the City of Rancho Cordova ("CITY"), and OWNER, LEGAL TITLE (list all who are on the credit agreement) ("OWNER") with reference to the following facts.

RECITALS

A. The City of Rancho Cordova Municipal Code, Chapter 16.95 provides for allowable credit for construction of trunk drainage facilities; and

B. OWNER has constructed permanent trunk drainage facilities in the CITY ("PROJECT"); and

C. The parties have previously entered into a credit agreement dated ____; and

D. Owner shall be the same as OWNER on the signed credit agreement attached hereto as Exhibit 'A' or as assigned by the attached assignment agreement (hereinafter referred to as "OWNER"); and

E. The CITY and OWNER desire to enter into an agreement to provide for reimbursements of excess credits due to the OWNER associated with certain costs of design and construction of said PROJECT; and

F. Exhibits attached include the following: (i) the credit agreement or assignment agreement – Exhibit 'A', (ii) detailed fees – Exhibit 'B', and (iii) as-built trunk drainage quantities – Exhibit 'C'.; and

G. The defined terms used in the credit agreement referred to above, when used herein, unless otherwise stated, are understood to have the same meaning herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises herein made, the parties hereto agree as follows:

Drainage Credit Agreement
Project Name:

17

- I. **PARTIES AND DATE.** The parties of this agreement are the CITY and each person or firm identified in Section 6 herein below, hereinafter called "OWNER". This agreement is effective on the date on which it is approved and executed by the CITY Public Works Director.
- II. **PROPERTY AFFECTED.** This Agreement relates to certain real property identified in Section 6 herein below by Assessor's Parcel Number, hereinafter referred to as the "Property", which property required the construction of trunk drainage facilities, pursuant to the approved improvement plans for the PROJECT described in Exhibit 'A', attached.
- III. **PURPOSE.** The purpose of the Agreement is to provide for reimbursement to the OWNER for the amount of drainage impact fee credits in excess of fees. The credits being issued for construction by the OWNER of permanent or trunk drainage facilities to the Property at the cost specified in Section 6 herein below.
- IV. **REQUIRED FACILITIES.** The OWNER has installed the required facilities as specified in Section 6 herein below to the satisfaction of the CITY Public Works Director.
- V. **REIMBURSEMENT.** The OWNER is entitled to credits in excess of drainage impact fees due and is entitled to reimbursement of the excess credits. This reimbursement is being made pursuant to Chapter 16.95 of the Rancho Cordova Municipal Code.
- VI. **SPECIAL PROVISIONS.**
 1. Owner: Name: _____
 Legal Title: _____
 Address: _____
 City, State Zip: _____
 2. List Assessor's Parcel Number on which credits were apportioned:
_____ [List exactly as shown on Recital L
of the Credit Agreement]
 3. Name of Project Plan: _____
 4. Credit Agreement Date: _____
 5. As-Built Total Credit Amount: \$
 6. Total Fees: \$

Drainage Credit Agreement
Project Name:

18

7. Reimbursement Amount: \$

- 8. Reimbursement Date:** When credits exceed the fees for the parcels listed in Recital L of the Credit Agreement, the trunk drainage facilities are installed and accepted, and as-built trunk drainage quantities are reconciled, a reimbursement will be executed pursuant to Chapter 16.95 of the Rancho Cordova Municipal PROGRAM. For purposes of payment, the date of this reimbursement agreement will be the date of the project acceptance letter.

9. Required Facilities: See Attachments

VII. OTHER FINANCING.

a. Credits. OWNER shall immediately notify CITY of any proposal to provide PROJECT funding by an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity. The CITY may, at its sole discretion, redetermine and reassign credits for the PROJECT based on the amount of funding thereby provided.

b. Reimbursement. If reimbursement is sought by a party to this Agreement from the CITY for any project that is constructed as a project of an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity, then any reimbursement from the CITY due there from shall be paid solely to the assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity, or its successor, and not to the person constructing or causing the construction of the project. At no cost to the CITY, the person claiming entitlement to reimbursement shall have the entire burden of establishing to the CITY's complete satisfaction that the project is not constructed as a project of an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity. At no cost to the CITY, such CITY satisfaction may include, by way of illustration and not limitation, reimbursement conditioned upon indemnification, bond, mediation, judicial interpleader, and payment of City's actual attorney's fees.

Drainage Credit Agreement
Project Name:

19

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and date first above written.

OWNER [notarize signatures]

[list owners of all parcels to whom credits are apportioned]

Owner Name, Legal Title

Street Address, Suite 000

City, CA Zip Code

BY: SAMPLE

NAME: _____

TITLE: _____

DATE: _____, 20____

CITY of Rancho Cordova

BY: SAMPLE

Albert Stricker, PE
Public Works Director

DATE: _____, 20____

MEMORANDUM



ITEM 9.6.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A DRAINAGE IMPACT FEE CREDIT AGREEMENT WITH K. HOVNANIAN AT JAEGER RANCH, LLC FOR THE RANCH PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the Public Works Director to execute a Drainage Impact Fee Credit Agreement with K. Hovnanian at Jaeger Ranch, LLC for the Ranch Project.

BACKGROUND

K. Hovnanian at Jaeger Ranch, LLC is requesting credits for installation of regional drainage facilities as part of the Ranch project. Under the Storm Drainage Development Impact Fee Program, the developers are allowed to receive credits in lieu of paying a portion of the storm drainage impact fees required by the City. Credits shall be based on the least expensive permanent facilities installed consistent with the City's Improvement Standards and other applicable policies or regulations adopted by the City. The credit shall be based on the actual cost, not to exceed the programmed cost listed in the Storm Drainage Impact Fee Program credit schedule in effect on the date the fees are paid.

Credits are authorized whenever drainage facilities are constructed and meet the following criteria:

1. The facilities are part of the drainage system covered by Storm Drainage Impact Fee Program;
2. Were designed to serve a watershed area of thirty acres or greater;
3. Were required by the City in connection with development or new construction; and
4. Were constructed pursuant to improvement plans approved by the City.

Prior to credits being finalized and/or issuance of any of the approvals set forth in Rancho Cordova Municipal Code Section 16.95.050, the construction of any drainage facilities must be accepted by the City.

FISCAL IMPACT AND FUNDING SOURCE

Credits for this agreement will be issued against the required drainage impact fees for the project. There will be no impact to the City's general fund.

ATTACHMENT(S)

1. Resolution
2. The Ranch Credit Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A
DRAINAGE IMPACT FEE CREDIT AGREEMENT WITH K. HOVNANIAN AT JAEGER
RANCH, LLC FOR THE RANCH PROJECT**

WHEREAS, City has adopted the City of Rancho Cordova Storm Drainage Impact Fee Program (Rancho Cordova Municipal Program Chapter 16.95) as amended, ("Program"); and

WHEREAS, The Program establishes a schedule of fees and credits to be collected upon the construction of new buildings and improvements within the City ("Fees"); and

WHEREAS, Fees are to be used for construction of Trunk Drainage Facilities ("Major Facilities") as said facilities are defined in the Program; and

WHEREAS, The Program provides that whenever the City's Public Works Director requires the construction of Major Facilities in connection with the construction of new buildings and improvements within the City, the cost of the Major Facilities may become a credit and may be deducted from the fee required by the Program upon the satisfaction of certain conditions; and

WHEREAS, The Program sets forth a schedule and method for calculating and apportioning credits; and

WHEREAS, City and K. Hovnanian at Jaeger Ranch, LLC ("Owner") desire to enter into an agreement to provide for the construction by Owner of the Major Facilities described in Exhibit A of the credits agreement and for the deduction by City of credits from the drainage impact fees to be paid by Owner in connection with the development; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the Public Works Director to Execute a Drainage Impact Fee Credit Agreement with K. Hovnanian at Jaeger Ranch, LLC for the Ranch Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.6.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Garrett Gatewood, Mayor

**CITY OF RANCHO CORDOVA
DRAINAGE IMPACT FEE CREDIT AGREEMENT**

**K. HOVNANIAN AT JAEGER RANCH, LLC
THE RANCH
Single Family Residential**

THIS AGREEMENT is made and entered into this ____ day of _____, 201__, by and between the City of Rancho Cordova, a municipal corporation ("CITY") and **K. HOVNANIAN AT JAEGER RANCH, LLC**, a California limited liability company ("OWNER") with reference to the following facts.

RECITALS

A. City has adopted the City of Rancho Cordova Storm Drainage Impact Fee Program (Rancho Cordova Municipal PROGRAM Chapter 16.95) as amended, ("PROGRAM"); and

B. The PROGRAM establishes a schedule of fees and credits to be collected upon the construction of new buildings and improvements within the CITY ("FEES"); and

D. FEES are to be used for construction of Trunk Drainage Facilities ("MAJOR FACILITIES") as said facilities are defined in the PROGRAM; and

E. The PROGRAM provides that whenever the CITY's Public Works Director requires the construction of MAJOR FACILITIES in connection with the construction of new buildings and improvements within the CITY, the cost of the MAJOR FACILITIES may become a credit and may be deducted from the fee required by the PROGRAM upon the satisfaction of certain conditions; and

F. The PROGRAM sets forth a schedule and method for calculating and apportioning credits; and

G. OWNER has applied for a permit to construct new buildings and improvements within the CITY; and

H. The PROGRAM delegates plan approval to the CITY's Public Works Director and inspection to the CITY Public Works Director; and

I. The CITY's Public Works Director has required and approved the construction of MAJOR FACILITIES as shown on the improvement plans entitled "**The Ranch,**" as further described in Exhibit 'B' attached hereto and made a part hereof ("PLANS"); and

J. CITY and OWNER desire to enter into an agreement to provide for the construction by OWNER of the MAJOR FACILITIES described in Exhibit 'A' and for the

Drainage Credit Agreement
The Ranch

2

deduction by CITY of credits from the drainage impact fees to be paid by OWNER in connection with the development; and

K. Construction of the MAJOR FACILITIES have not been financed by an assessment district, a district formed under the Mello Roos Communities Facility Act (Chapter 2.5 of Title 5, Division 2, Part 1 of the Government PROGRAM, commencing at section 53311) or any successor statutes, a special tax district, nor by any similar public infrastructure financing entity; and

- L. The credits shall be applied and apportioned to APN: 067-0040-008-0000
- Owner, APN at 100%

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, CITY and OWNER agree as follows:

Section 1. Site

The site shall be areas shown on the PLANS where MAJOR FACILITIES are being installed also shown on Exhibit 'B' ("PLANS").

Section 2. Construction of Project

OWNER shall complete construction of the MAJOR FACILITIES in accordance with the PLANS and in accordance with the County of Sacramento's Standard Construction Specification, the City of Rancho Cordova's Improvement Standards, and this Agreement. OWNER understands and acknowledges that the terms and conditions contained in any contract that OWNER has or may execute with any contractors or material suppliers regarding the construction of trunk drainage facilities have no force or effect upon this Agreement.

Section 3. Allowable Credits

CITY shall calculate and apportion credits as provided in the PROGRAM for the construction costs of the MAJOR FACILITIES described in Exhibit 'A'. The total credits shall not exceed **ONE MILLION TWO HUNDRED NINETY SEVEN THOUSAND TWO HUNDRED FIFTY SEVEN and 51/100 DOLLARS (\$1,297,257.51)** except as provided in Section 4 below. The CITY Public Works Director may allocate credits to the OWNER prior to the satisfactory completion and acceptance of the MAJOR FACILITIES by CITY. If CITY does not accept the MAJOR FACILITIES, OWNER agrees to repay all credit allocated within 60 days of notice of non-acceptance, unless OWNER cures the reasons for non-acceptance.

Drainage Credit Agreement
The Ranch

3

Section 4. Change Orders

OWNER agrees to make any changes in the construction of the MAJOR FACILITIES as reasonably requested by the CITY Public Works Director. The CITY agrees to provide credits for any and all changes made to the plans and specifications, which are requested and approved in writing by the CITY Public Works Director. The CITY agrees to pay the OWNER for any and all changes subject to the limitations contained in the PROGRAM and this Agreement; however, the OWNER shall obtain written approval for the cost of the change, prior to constructing the change. The CITY Public Works Director is authorized to increase the subject credits up to but not exceeding ten percent (10%) of the amount set forth in Section 3 for actual quantities of materials used which exceeds the quantities listed in Exhibit 'A'. Any increase shall be calculated using the unit price contained in the PROGRAM.

Section 5. Inspection

CITY shall at all times have access to the construction site during construction and OWNER shall furnish CITY with all reasonable information necessary for ascertaining full knowledge of the PROJECT with respect to the progress, workmanship and character of materials and equipment used and employed in the work.

Whenever the contractors retained by OWNER vary the normal period during which work or any portion of it is carried out on each day, OWNER shall give timely notice to CITY so that CITY's representative may, if he wishes, be present to observe the work in progress. If OWNER fails to give such timely notice, any work done in the absence of the CITY representative will be subject to rejection. OWNER shall give timely notice to the CITY in advance of backfilling or otherwise covering any part of the work so that the CITY's representative may, if he wishes, inspect the work before it is concealed.

The observation by the CITY of the work shall not relieve OWNER of any of its obligations to complete construction in accordance with the approved plans and specifications.

Section 6. Security

Prior to the commencement of construction, and during construction, OWNER shall provide and shall maintain such fences, barriers, directional signals, lights and flagmen as are necessary to give adequate warning to the public at all times of any dangerous conditions to be encountered as a result of the construction work, and as are necessary to prevent unauthorized persons from gaining access to the construction site. This Agreement does not in any way relieve the contractor and owner of any liability.

Section 7. Shop Drawings

Drainage Credit Agreement
The Ranch

4

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, as-builts, and other data which are prepared by a contractor, subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the work.

CITY shall have the right to review and approve shop drawings and all submittals called for in the project specifications prior to the commencement of any portion of the work.

The review of the shop drawings and submittals by CITY shall not be construed as relieving OWNER of the full responsibility for completing construction of the storm drain system in accordance with the approved plans and specifications.

Section 8. Prevailing Wage

Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by OWNER'S Contractor, or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at the office of, the Clerk of the Governing Board.

OWNER shall require its contractor to post, at each jobsite, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Section 9. Reimbursement

Excess credits will be reimbursed in the event that party(ies) receiving credits, per Recital L above, are entitled to credits in excess of drainage fees owed to CITY. Any reimbursement of excess credits shall be made pursuant to a reimbursement agreement containing the terms and in substantially the same form as attached hereto as Exhibit 'D'.

Section 10. Acceptance and Conveyance

The MAJOR FACILITIES shall automatically become the property of CITY, including passage of title, risk of loss, rights, and liabilities of the MAJOR FACILITIES excepting only those warranty obligations set forth in Section 13, and those indemnification obligations set forth in Section 14, upon completion of their construction, the approval and acceptance thereof by CITY, and the allocation of credits by CITY. OWNER shall take any and all action reasonably necessary to convey adequate and appropriate easements or fee simple title as required and as conditioned by the City to the MAJOR FACILITIES to CITY. Should CITY not accept the MAJOR FACILITIES, CITY shall provide OWNER with a notice of non-acceptance which states the reasons for non-acceptance. OWNER shall have 45

Drainage Credit Agreement
The Ranch

5

days to cure or demonstrate due diligence in curing the stated reasons, to the satisfaction of the CITY Public Works Director.

Section 11. Liens

OWNER shall provide a written guarantee and assurance to the CITY that there are no liens, claims, or encumbrances on the MAJOR FACILITIES prior to final acceptance by the CITY, together with releases from all contractors and/or material suppliers, prior to acceptance of the MAJOR FACILITIES by the CITY. Notwithstanding any other provision or term of this Agreement, the CITY shall have no obligation to make payment for the MAJOR FACILITIES, and no interest shall commence to accrue, until OWNER has cleared any and all liens, claims and encumbrances from said facility, and provided the required guarantee and assurance in writing, to the satisfaction of CITY.

Section 12. Delivery of As-Built Plans and Specifications

Prior to acceptance of the MAJOR FACILITIES by CITY, OWNER shall deliver to CITY copies of all as-built plans, specifications, operating manuals, service manuals, warranties and other documents relating to the design, construction, and operation of the drainage facilities described in this Agreement.

Section 13. Warranty

The OWNER hereby warrants the MAJOR FACILITIES as to materials and workmanship and should any failure of the WORK occur within a period of one (1) year after final acceptance thereof by CITY, OWNER shall promptly cause the needed repairs to be made without cost to CITY. Final acceptance shall be deemed to have occurred under this Agreement when the MAJOR FACILITIES have been accepted by the CITY and may be placed into service. CITY shall provide written notification to OWNER of final acceptance by the CITY.

The CITY is hereby authorized to make such repairs if OWNER fails to make, or undertake with due diligence, the aforesaid repairs within thirty (30) days after it is given written notice of such failure. In case of emergency where in the opinion of CITY Public Works Director, delay would cause serious hazard to the public, the necessary repairs may be made or lights, signs, and barricades erected by CITY without prior notice to OWNER. In all cases of failure of said work within the warranty period where CITY has taken action in accordance with this paragraph, OWNER shall reimburse CITY for all costs direct and indirect, incurred by CITY.

Section 14. Indemnification

OWNER shall indemnify, defend, and hold harmless CITY, its City Council, officers, directors, agents, employees and volunteers ("Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, injury, including death, and

Drainage Credit Agreement
The Ranch

6

costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, except to the extent caused by the negligence or willful misconduct of a party indemnified hereunder.

The provisions of this paragraph shall survive expiration or termination of this Agreement.

Section 15. Third Party Liability

The CITY does not assume any liability, duty or obligation to OWNER's contractors, subcontractors, or agents by execution or performance of this AGREEMENT and no contractors, subcontractors, agents or any parties including subsequent purchasers, are third party beneficiaries of this AGREEMENT.

Section 16. Insurance

Without limiting OWNER'S indemnification, OWNER shall maintain in force at all times during the term of this Agreement all insurance as specified in Exhibit 'C' until all facilities listed on this Agreement are constructed and field accepted. It is the responsibility of OWNER to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit 'C'.

Section 17. Notice

Any notice or other communication to be given to any party pursuant to this AGREEMENT shall be given by delivering same in writing to the parties at the addresses set forth below:

OWNER: **K. Hovnanian at Jaeger Ranch, LLC**
3721 Douglas Blvd., Suite 150
Roseville, CA 95661
Attention: Region President

CITY: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Dalia Fadl
Principal Civil Engineer, Public Works Department

Such notice shall be deemed given when deposited into the United States mail, postage prepaid, and addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice.

Drainage Credit Agreement
The Ranch

7

Section 18. Term

The term of this AGREEMENT shall start on the day and year first above written and shall remain in effect until all the terms and conditions contained in this AGREEMENT have been satisfied.

Section 19. Modification or Amendment

Modifications or amendments to this AGREEMENT shall be in writing and executed by all parties.

Section 20. Assignment

This Agreement and all of the terms and conditions contained herein shall insure to the benefit of and bind the successors and assignees of the CITY and OWNER. Nothing contained herein restricts or prohibits the sale or other transfer of property.

Section 21. Insurance Certificate

An insurance certificate, pursuant to this Agreement, shall be attached by the OWNER.

Section 22. Other Financing.

a. **Credits.** OWNER shall promptly notify CITY of any proposal to provide PROJECT funding by an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity. The CITY may, at its sole discretion, redetermine and reassign credits for the PROJECT based on the amount of funding thereby provided.

b. **Reimbursement.** If reimbursement is sought by a party to this Agreement from the CITY for any project that is constructed as a project of an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity, then any reimbursement from the CITY due therefrom shall be paid solely to the assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity, or its successor, and not to the person constructing or causing the construction of the project. At no cost to the CITY, the person claiming entitlement to reimbursement shall have the entire burden of establishing to the CITY's complete satisfaction that the project is not constructed as a project of an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity. At no cost to the CITY, such CITY satisfaction may include, by way of illustration and not limitation, reimbursement conditioned upon indemnification, bond, mediation, judicial interpleader, and payment of CITY's actual attorney's fees.

Drainage Credit Agreement
The Ranch

8

Section 23. Entire Agreement

This instrument and Exhibits 'A', 'B', 'C' and 'D' constitute the entire AGREEMENT between the CITY and the OWNER concerning the subject matter hereof. In the event that any terms of this AGREEMENT conflict with the Sacramento County Standard Construction Specifications, this AGREEMENT shall govern.

Drainage Credit Agreement
The Ranch

9

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

CITY OF RANCHO CORDOVA, a municipal corporation, organized and existing under the laws of the State of California

CITY OF RANCHO CORDOVA

OWNER
K. HOVNANIAN AT JAEGER RANCH,
LLC, a California limited liability company

Albert Stricker, PE
Public Works Director

By: 

Date: _____

Date: Sep 28, 2021

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer

On 9/28/2021 before me, Lisa Say, Notary Public
(insert name and title of the officer)

personally appeared Timothy J. Allison,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

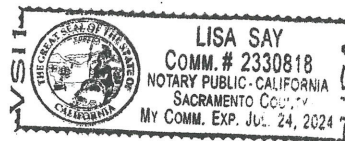
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lisa Say

(Seal)



AG EHC II (HOV) CA 1, L.P.

LETTER OF AUTHORIZATION TO ACT AS SIGNER

RE: Name of Property/ Project

To Whom It May Concern:

This letter shall constitute the authorization of AG EHC II (HOV) CA 1, L.P., a Delaware limited partnership ("Owner") and Hovnanian Enterprises, Inc., a Delaware corporation, Authorize K. HOVNANIAN AT JAEGER RANCH, LLC to execute on behalf of Owner any documents required to enable K. HOVNANIAN AT JAEGER RANCH, LLC to process plans, obtain plan approvals, obtain building permits, file applications with the appropriate governmental authority, and take such other actions reasonably related to the completion of the development of the real property described on Exhibit "A" attached hereto (the "Subject Property"); Provided, however, that K. HOVNANIAN AT JAEGER RANCH, LLC shall not be entitled to execute on behalf of Owner any documents to be recorded.

Sincerely,

AG EHC II (HOV) CA 1, L.P.,
a Delaware limited liability company

By:



Steven S. Benson, the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (HOV) CA 1, L.P.

Date:

9.24.21

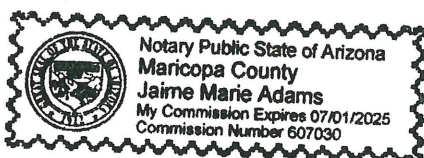
STATE OF ARIZONA

)

COUNTY OF MARICOPA

)

Sworn to and subscribed before me this day 24 of September, 2021 by Steven S. Benson, the manager of AGWIP Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG Essential Housing Multi State 2, LLC., a Delaware limited liability corporation, for and behalf thereof.




Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(The Ranch, California)

Real property in the City of Rancho Cordova , County of Sacramento, State of California,
described as follows:

PARCEL ONE:

LOTS 2, 8 AND 9, AS SHOWN UPON THAT CERTAIN MAP ENTITLED "LARGE LOT
FINAL MAP OF THE RANCH, SUBDIVISION NO. FM-2021-000-01", FILED ON JULY 22,
2021, IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS.
("MAP")

RESERVING THEREFROM FOR THE BENEFIT OF THE REMAINING LANDS OF THE
GRANTOR, AN EASEMENT FOR INGRESS AND EGRESS, OVER, ACROSS AND
UNDER THE STRIPS OF LAND SHOWN AND DESIGNATED AS "IRREVOCABLE
OFFER OF DEDICATION (IOD)" ON THE MAP. SUCH EASEMENT WILL TERMINATE
ON THE DATE THAT SUCH DEDICATIONS ARE ACCEPTED BY THE CITY FOR
PUBLIC USE.

PARCEL TWO:

AN EASEMENT FOR INGRESS AND EGRESS, APPURTENANT TO PARCEL ONE
ABOVE, OVER, ACROSS AND UNDER THE STRIPS OF LAND OVER LOTS 3, 4, 5, 6, 7,
10, A AND I, SHOWN AND DESIGNATED AS "IRREVOCABLE OFFER OF DEDICATION
(IOD)" ON THE MAP. SUCH EASEMENT WILL TERMINATE ON THE DATE THAT
SUCH DEDICATIONS ARE ACCEPTED BY THE CITY FOR PUBLIC USE.

APN: Portion of 067-0040-008-0000

Drainage Credit Agreement
The Ranch

10

EXHIBIT 'A'
Estimate for Credit Reimbursement

Exhibit A*The Ranch ~ Village 9 and Village 4 Unit 1 Trunk Drainage Costs*

Rancho Cordova

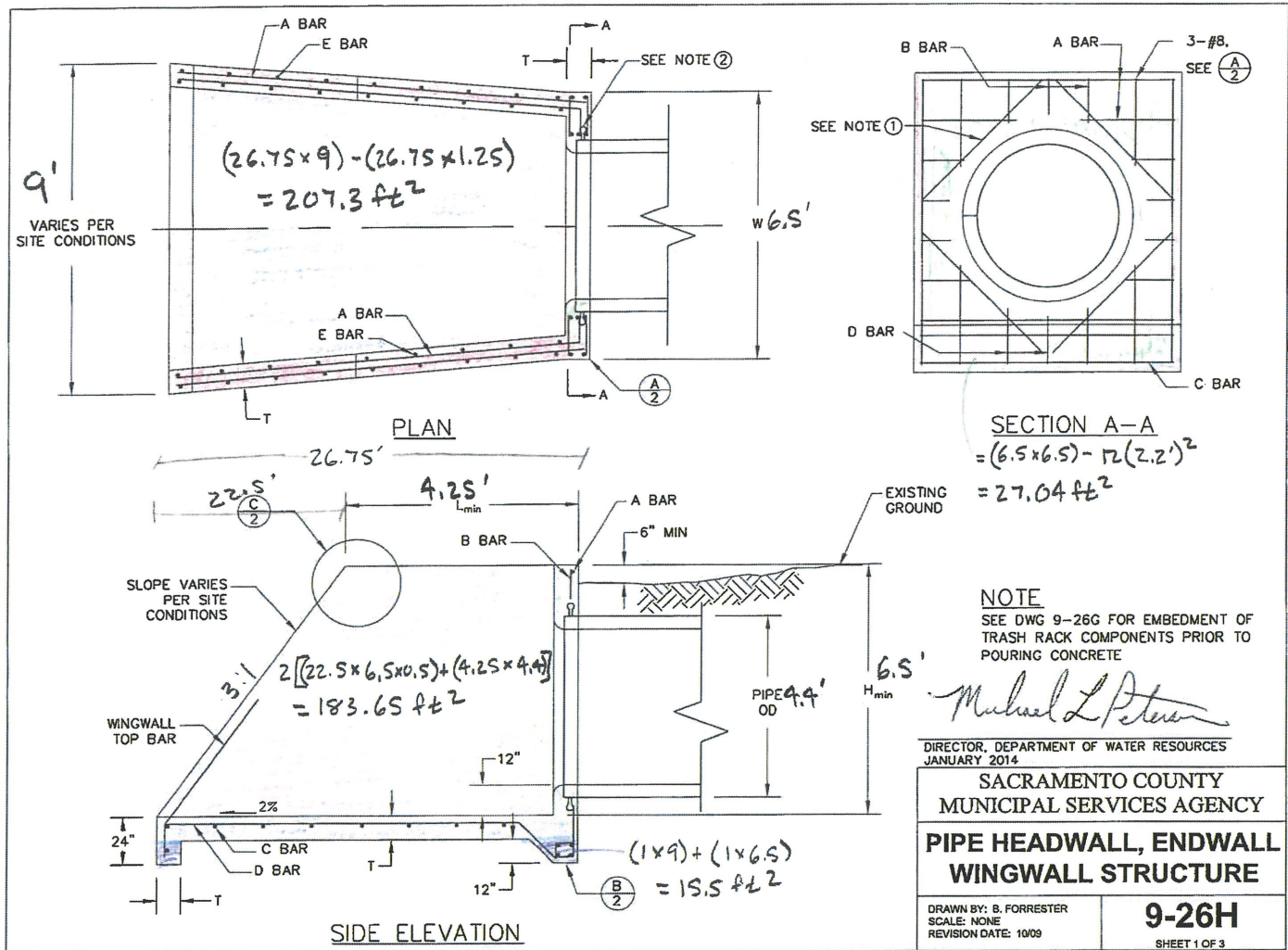
This estimate quantifies the trunk drainage facilities to be constructed with The Ranch Village 9 with Basin and Village 4U1 that are reimbursable serving 30 acres of The Ranch Development.

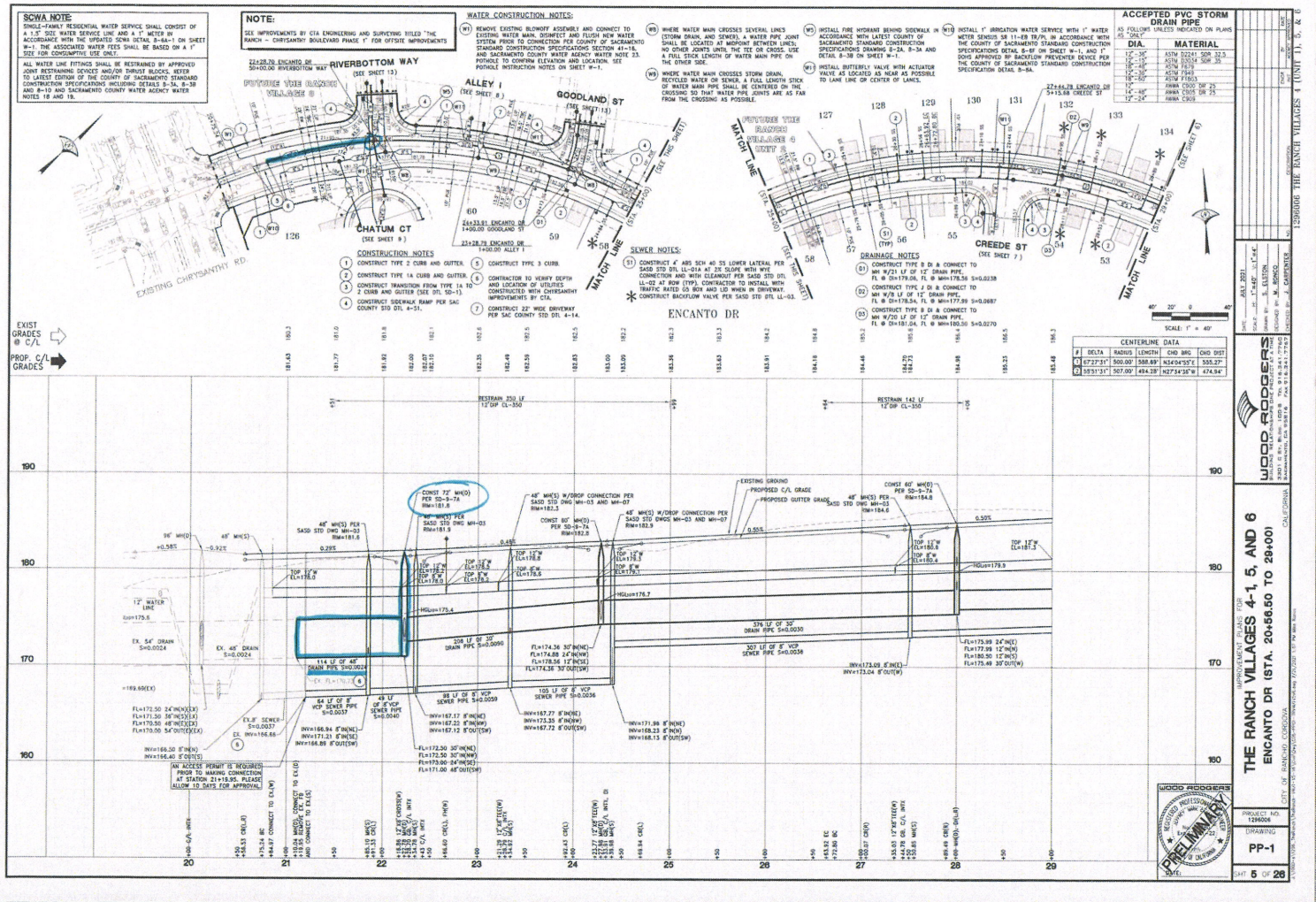
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
BASIN EARTHWORK / GRADING					
1.	Erosion Control (Hydroseed)	3	AC	\$3,011.97	\$8,072.08
2.	Basin Excavation	51,100	CY	\$4.54	\$231,994.00
TOTAL EARTHWORK					\$240,066.08
STORM DRAIN SYSTEM					
1.	Drain Manhole, 72" (Village 4U1)	1	EA	\$8,721.93	\$8,721.93
2.	Drain Manhole, 96"	5	EA	\$13,722.50	\$68,612.50
3.	Drain Manhole, 96" (Built with Chrysanthy Phase 1)	1	EA	\$13,722.50	\$13,722.50
4.	Drain Junction Box	1	EA	\$27,857.00	\$27,857.00
5.	Drain Pipe (Basin Outfall), 48"	75	LF	\$186.07	\$13,955.25
6.	Drain Pipe, 48" (Village 4U1)	114	LF	\$186.07	\$21,211.98
7.	Drain Pipe, 48" (Built with Chrysanthy Phase 1)	95	LF	\$186.07	\$17,676.65
8.	Drain Pipe, 54"	892	LF	\$209.33	\$186,722.36
9.	Drain Pipe, 54" (Built with Chrysanthy Phase 1)	128	LF	\$209.33	\$26,794.24
10.	Drain Pipe, 60" ¹	236	LF	\$285.00	\$67,260.00
11.	Basin Outfall Structure, 48" ¹	1	EA	\$62,500.00	\$62,500.00
11A.	Trash Rack for Basin Outfall Structure, 48" ¹	1	EA	\$3,500.00	\$3,500.00
11B.	Guardrail for Basin Outfall Structure, 48" ¹	1	EA	\$6,500.00	\$6,500.00
12.	Basin Outfall Structure, 60" ¹	1	EA	\$74,500.00	\$74,500.00
12A.	Trash Rack for Basin Outfall Structure, 60" ¹	1	EA	\$3,500.00	\$3,500.00
12B.	Guardrail for Basin Outfall Structure, 60" ¹	1	EA	\$6,500.00	\$6,500.00
13.	Basin Outfall Structure W/Weir and Low-Flow, 48" ¹	1	EA	\$79,500.00	\$79,500.00
13A.	Trash Rack for Basin Outfall Structure W/Weir and Low-Flow, 48" ¹	1	EA	\$7,500.00	\$7,500.00
13B.	Guardrail for Basin Outfall Structure W/Weir and Low-Flow, 48" ¹	1	EA	\$11,500.00	\$11,500.00
14.	Detention Basin Access Ramp (6" PCC)	31.1	CY	\$779.16	\$24,231.88
15.	Detention Basin Access Ramp (6" AB)	1,640	SF	\$1.80	\$2,952.00
16.	Detention Basin Spillway Structure (6" PCC)	16.3	CY	\$1,314.10	\$21,419.83
17.	Detention Basin Spillway Structure (6" AB)	770	SF	\$1.80	\$1,386.00
18.	Caltrans Class I Riprap (At Outfalls, 1.325 TON/CY)	180	TON	\$66.29	\$11,932.20
TOTAL STORM DRAIN SYSTEM					\$769,956.32
BASIN LANDSCAPE					
1.	Landscape (Amenitize Detention Basin) (Lot H)	1.00	AC	\$69,775.42	\$69,775.42
2.	Basin Access Road (2.5" AC over 8" AB) (Lot H)	16,780	SF	\$4.03	\$67,623.40
3.	Decomposed Granite (Shoulders, 12") (Lot H)	6,580	SF	\$3.60	\$23,688.00
4.	Post and Cable Fence (Lot H)	1,615	LF	\$18.61	\$30,055.15
TOTAL LANDSCAPE					\$191,141.97
REIMBURSABLE IMPS (SUB-TOTAL)					\$1,201,164.37
Engineering and Surveying (8%)					\$96,093.15
REIMBURSABLE IMPS (GRAND TOTAL)					\$1,297,257.51

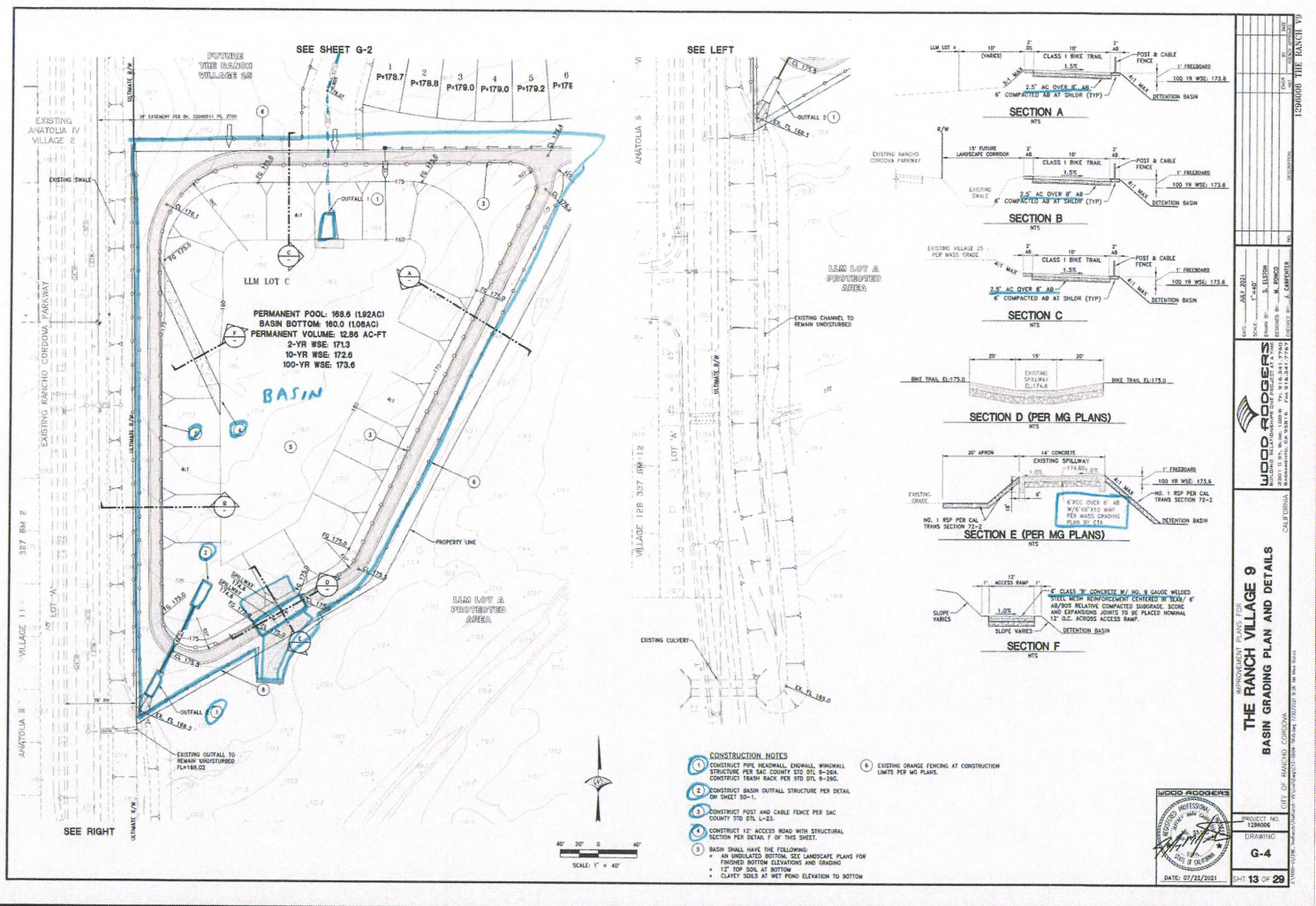
Notes

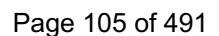
1 Unit Cost not provided by City of Rancho Cordova Standards.

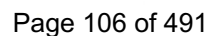
42" Pipe

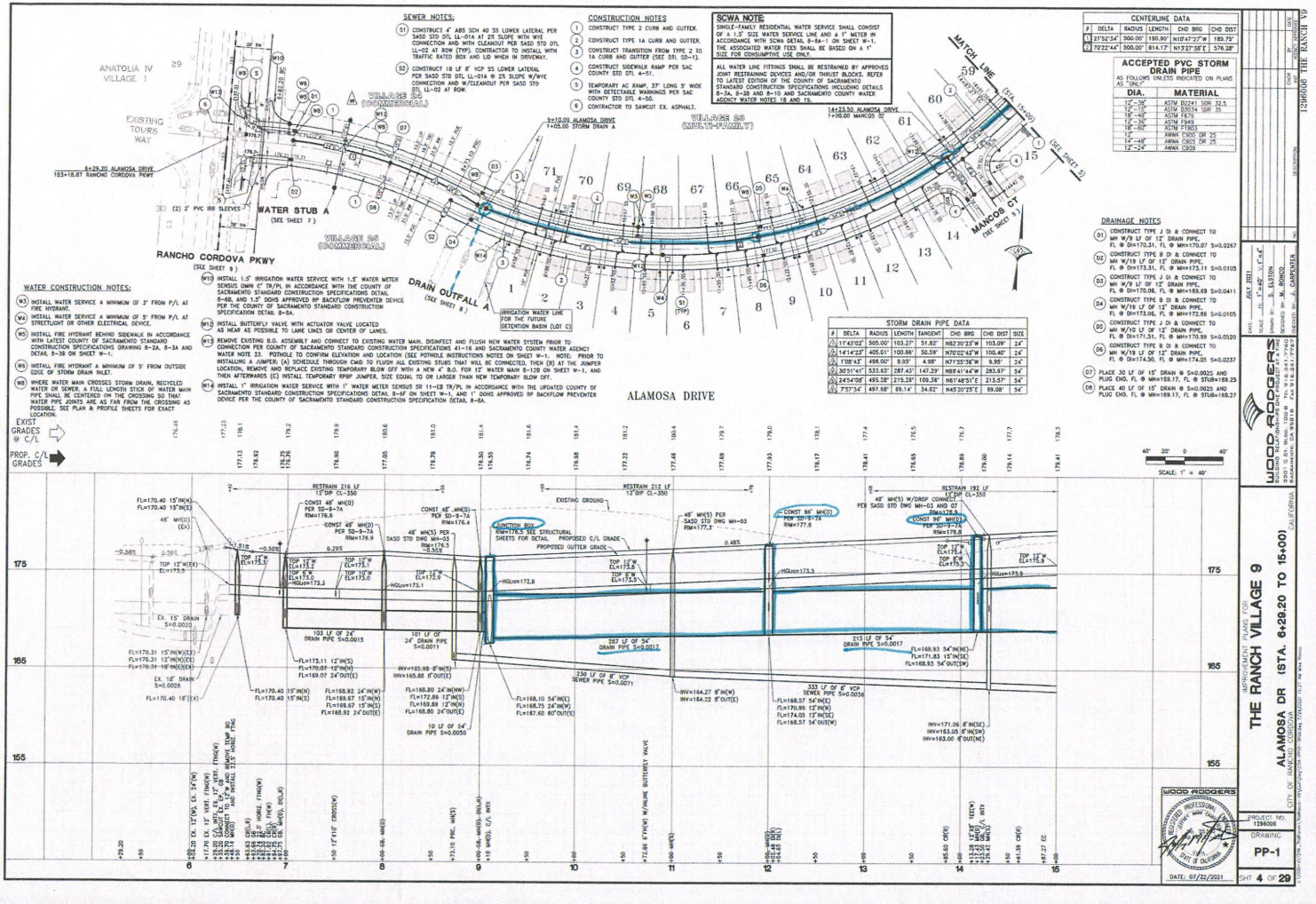




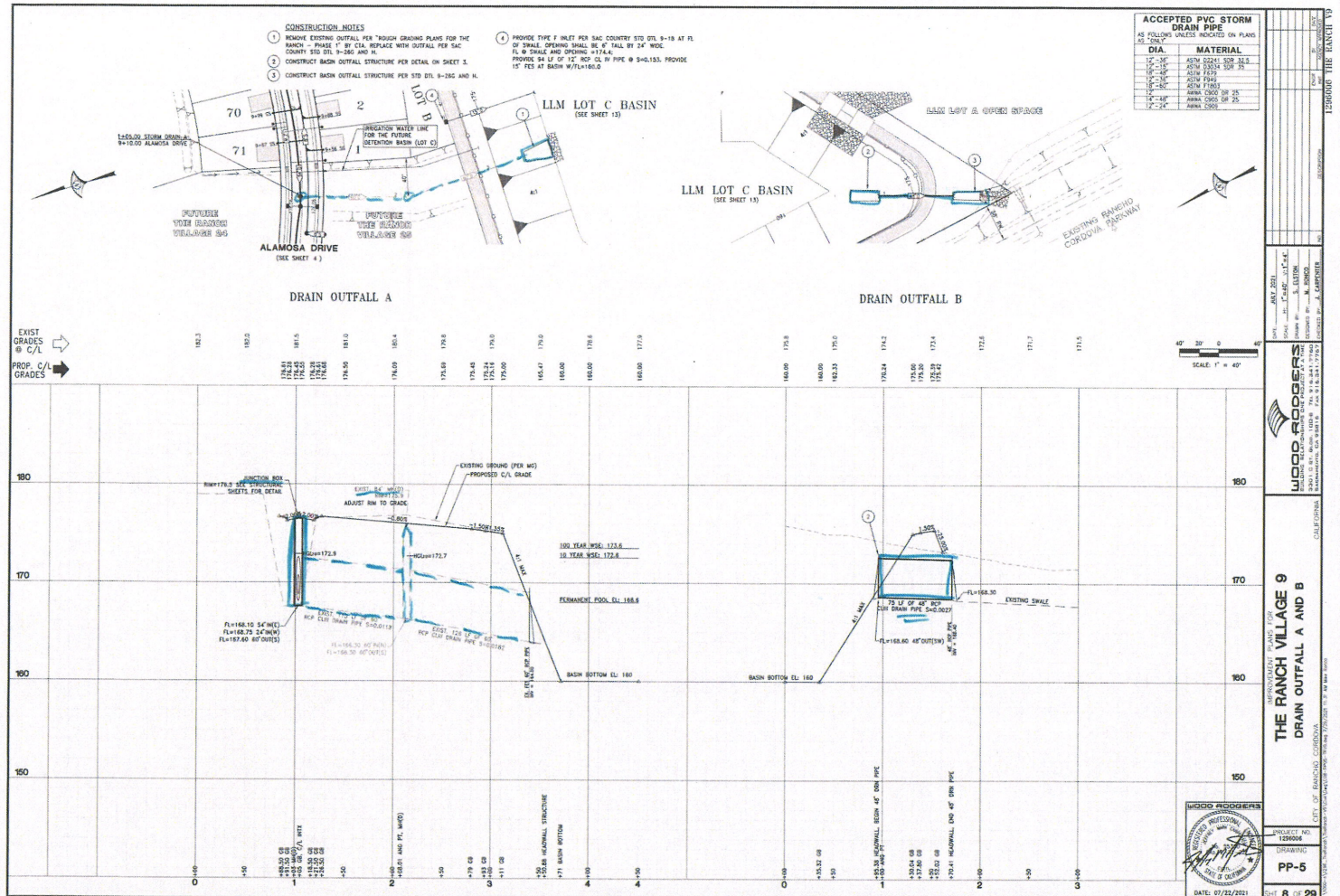










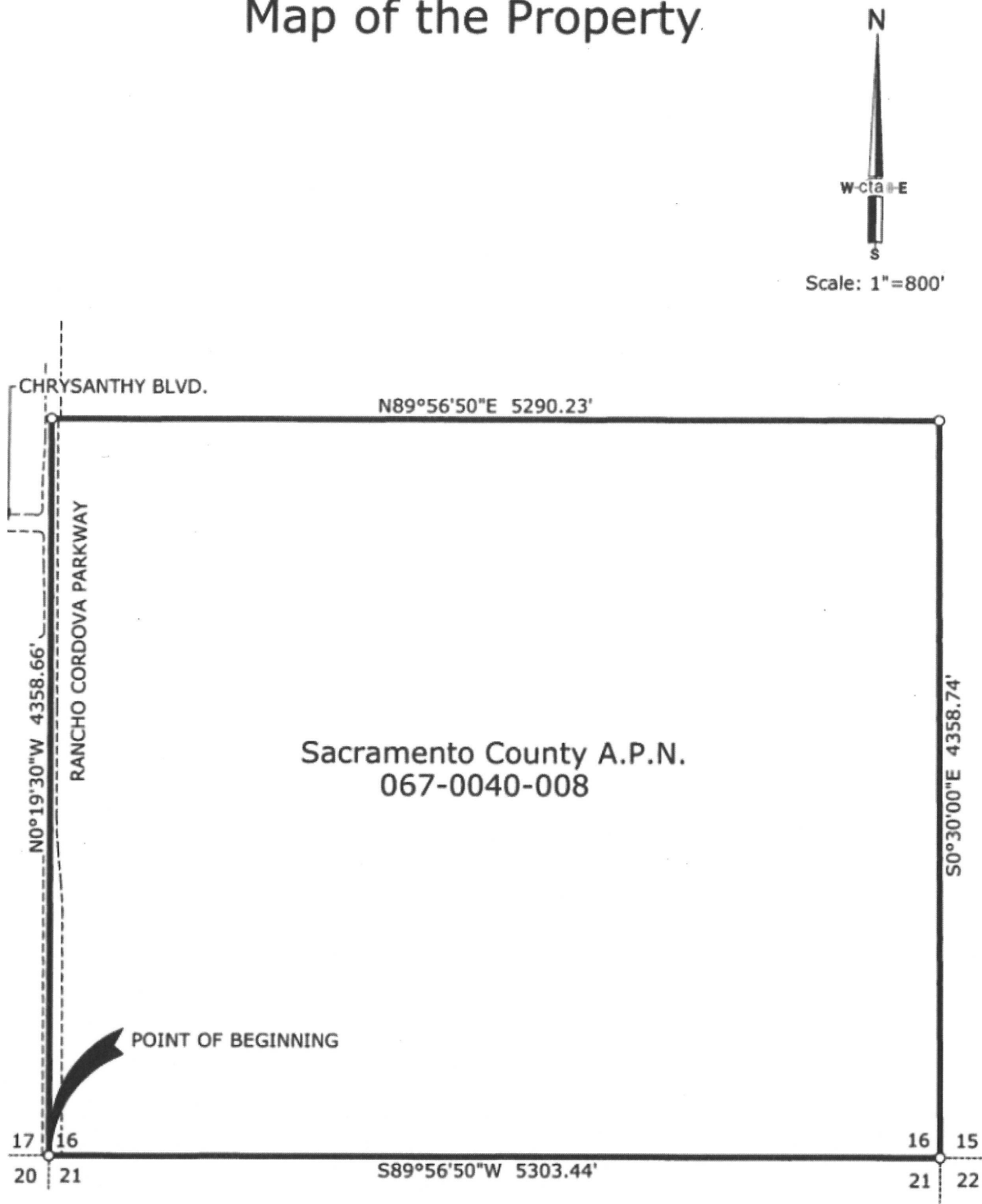


Drainage Credit Agreement
The Ranch

11

EXHIBIT 'B'

Map of the Property



Not to Scale

THE RANCH

Infrastructure Phasing Plan

JANUARY 2021

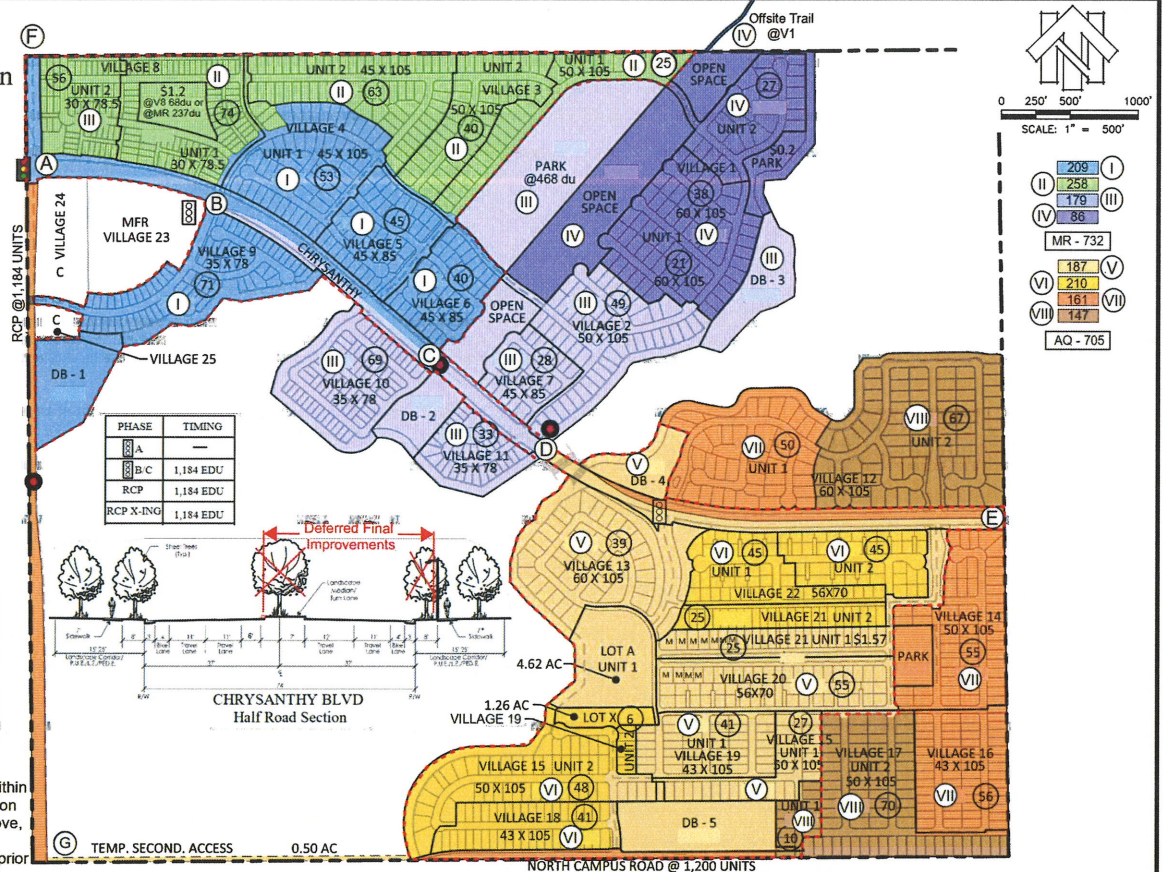
LEGEND

- UNITS
- (P) TRAFFIC SIGNAL (CIP)
CAPITAL IMPROVEMENT
PROGRAM
- (P) TRAFFIC SIGNAL
- (P) PEDESTRIAN PUSH
BUTTON
- ROUGH GRADING LIMITS

CHRYSANTHY BLVD DEVELOPMENT SCHEDULE

SEGMENT	TIMING (#PBP)*
F-A-C	1
C-D-B	467
D-E South	732
E-D North	1200

*Segments shall be substantially complete within limits shown prior to issuance of the Production Building Permit (PBP) shown in the table above, excluding model homes and complete to the satisfaction of the Public Works Department prior to the first occupancy permit within the phase.



Olga Scorelli January 6, 2021

Drainage Credit Agreement
The Ranch

13

EXHIBIT 'C'
to Agreement between the
CITY OF RANCHO CORDOVA,
hereinafter referred to as "CITY," and
OWNER NAME, LEGAL TITLE, hereinafter referred
to as "OWNER"

INSURANCE REQUIREMENTS

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

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

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

Drainage Credit Agreement
The Ranch

14

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

2. Commercial General and Automobile Liability Insurance.

2.1 General requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the

Drainage Credit Agreement
The Ranch

15

Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Contractor shall notify City within fourteen (14) days of notification from Contractor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

3. All Policies Requirements.

- 3.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 3.2 Verification of coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.3 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Drainage Credit Agreement
The Ranch

16

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

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

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

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

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

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

Drainage Credit Agreement
The Ranch

17

- Terminate this Agreement.

Drainage Credit Agreement
Project Name:

18

EXHIBIT 'D'
CITY OF RANCHO CORDOVA
REIMBURSEMENT AGREEMENT

NAME OF OWNER
NAME OF PROJECT
TYPE OF PROJECT

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 201____ by and between the City of Rancho Cordova ("CITY"), and OWNER, LEGAL TITLE (list all who are on the credit agreement) ("OWNER") with reference to the following facts.

R E C I T A L S

A. The City of Rancho Cordova Municipal Code, Chapter 16.95 provides for allowable credit for construction of trunk drainage facilities; and

B. OWNER has constructed permanent trunk drainage facilities in the CITY ("PROJECT"); and

C. The parties have previously entered into a credit agreement dated ____; and

D. Owner shall be the same as OWNER on the signed credit agreement attached hereto as Exhibit 'A' or as assigned by the attached assignment agreement (hereinafter referred to as "OWNER"); and

E. The CITY and OWNER desire to enter into an agreement to provide for reimbursements of excess credits due to the OWNER associated with certain costs of design and construction of said PROJECT; and

F. Exhibits attached include the following: (i) the credit agreement or assignment agreement – Exhibit 'A', (ii) detailed fees – Exhibit 'B', and (iii) as-built trunk drainage quantities – Exhibit 'C'.; and

G. The defined terms used in the credit agreement referred to above, when used herein, unless otherwise stated, are understood to have the same meaning herein.

A G R E E M E N T

NOW, THEREFORE, in consideration of the promises herein made, the parties hereto agree as follows:

Drainage Credit Agreement
Project Name:

19

- I. **PARTIES AND DATE.** The parties of this Agreement are the CITY and each person or firm identified in Section 6 herein below, hereinafter called "OWNER". This Agreement is effective on the date on which it is approved and executed by the CITY Public Works Director.
- II. **PROPERTY AFFECTED.** This Agreement relates to certain real property identified in Section 6 herein below by Assessor's Parcel Number, hereinafter referred to as the "Property", which property required the construction of trunk drainage facilities, pursuant to the approved improvement plans for the PROJECT described in Exhibit 'A', attached.
- III. **PURPOSE.** The purpose of this Agreement is to provide for reimbursement to the OWNER for the amount of drainage impact fee credits in excess of fees. The credits being issued for construction by the OWNER of permanent or trunk drainage facilities to the Property at the cost specified in Section 6 herein below.
- IV. **REQUIRED FACILITIES.** The OWNER has installed the required facilities as specified in Section 6 herein below to the satisfaction of the CITY Public Works Director.
- V. **REIMBURSEMENT.** The OWNER is entitled to credits in excess of drainage impact fees due and is entitled to reimbursement of the excess credits. This reimbursement is being made pursuant to Chapter 16.95 of the Rancho Cordova Municipal Code.
- VI. **SPECIAL PROVISIONS.**
1. Owner: Name: _____
 Legal Title: _____
 Address: _____
 City, State Zip: _____
2. List Assessor's Parcel Number on which credits were apportioned: _____ [List exactly as shown on Recital L of the Credit Agreement]
3. Name of Project Plan: _____
4. Credit Agreement Date: _____
5. As-Built Total Credit Amount: \$
6. Total Fees: \$

Drainage Credit Agreement
Project Name:

20

7. Reimbursement Amount: \$

- 8. Reimbursement Date:** When credits exceed the fees for the parcels listed in Recital L of the Credit Agreement, the trunk drainage facilities are installed and accepted, and as-built trunk drainage quantities are reconciled, a reimbursement will be executed pursuant to Chapter 16.95 of the Rancho Cordova Municipal PROGRAM. For purposes of payment, the date of this reimbursement agreement will be the date of the project acceptance letter.

9. Required Facilities: See Attachments

VII. OTHER FINANCING.

a. Credits. OWNER shall promptly notify CITY of any proposal to provide PROJECT funding by an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity. The CITY may, at its sole discretion, redetermine and reassign credits for the PROJECT based on the amount of funding thereby provided.

b. Reimbursement. If reimbursement is sought by a party to this Agreement from the CITY for any project that is constructed as a project of an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity, then any reimbursement from the CITY due there from shall be paid solely to the assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity, or its successor, and not to the person constructing or causing the construction of the project. At no cost to the CITY, the person claiming entitlement to reimbursement shall have the entire burden of establishing to the CITY's complete satisfaction that the project is not constructed as a project of an assessment district, Mello Roos district, special tax district, or any similar public infrastructure financing entity. At no cost to the CITY, such CITY satisfaction may include, by way of illustration and not limitation, reimbursement conditioned upon indemnification, bond, mediation, judicial interpleader, and payment of City's actual attorney's fees.

Drainage Credit Agreement
Project Name:

21

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and date first above written.

OWNER [notarize signatures]

[list owners of all parcels to whom credits are apportioned]

Owner Name, Legal Title

Street Address, Suite 000

City, CA Zip Code

BY: _____ **SAMPLE** _____

NAME: _____

TITLE: _____

DATE: _____, 20____

CITY of Rancho Cordova

BY: _____ **SAMPLE** _____

Albert Stricker, PE
Public Works Director

DATE: _____, 20____

MEMORANDUM



ITEM 9.7.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Kristine Courdy, Associate Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2021-38-1 WITH R.E.Y. ENGINEERS, INC. WHICH RESULTS IN INCREASING THE CONTRACT AMOUNT FROM \$436,459 TO AN AMOUNT NOT TO EXCEED \$483,920 FOR THE MILLS RANCH/ROSSMOOR NEIGHBORHOOD STREET REHABILITATION PROJECT TO INCREASE SAFETY AND PROMOTE LIVABILITY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 2021-38-1 which results in increasing the contract amount from \$436,459 to an amount not to exceed \$483,920 for continued on-call engineering and design services with R.E.Y. Engineers, Inc. for Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project to increase safety and promote livability.

BACKGROUND

The Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project (Project) includes the Mills Ranch and Rossmoor neighborhoods. The Project area is located in the Rancho Cordova neighborhood bordered by Coloma Road, Chase Drive, Ambassador Drive, and McGregor Drive (see Attachment three for project area map). The Project includes an overlay of existing pavement to improve the road surfaces, sidewalk repairs and curb ramp upgrades to achieve compliance with the Americans with Disabilities Act, storm drain upgrades to improve flood protection and conveyance, and other incidental work as required.

This Project is necessary and also aligns with the City goals to promote the positive image of Rancho Cordova; ensure a safe, inviting and livable community; and ensures the availability of

the best public services in the region while practicing sound financial management.

On April 5, 2021, City Council approved Contract No. 2021-38 for R.E.Y. Engineers, Inc. to provide on-call engineering and design services for the Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project in an amount not to exceed \$436,459.

R.E.Y. Engineers, Inc. began pre-design and survey work in April 2021 and encountered unforeseen conditions that require additional survey, field investigation and engineering services. Performing additional field investigation during the design phase and accurately documenting them on the construction documents reduces the risk of change orders during construction. Therefore, it is recommended to proceed with this contract amendment that will include scope of work to perform additional geotechnical investigation, utility locating, field survey, and engineering to have a thorough set of construction documents for the Project.

It is anticipated that the Project design will be complete in 2022 and construction is anticipated to begin in second half of 2022.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this project will consist of Community Enhancement Funds, Measure R, Gas Tax, Road Maintenance and Rehabilitation Fund, Supplemental Transportation, Stormwater Enterprise Fund and Street Cut Fee.

The project is included in the City's current approved Capital Improvement Plan and in the adopted 2021-2023 budget.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2021-38-1
3. RC04 Roadway Treatment Exhibit

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2021-38-1 WITH R.E.Y ENGINEERS, INC. WHICH RESULTS IN INCREASING THE CONTRACT AMOUNT FROM \$436,459 TO AN AMOUNT NOT TO EXCEED \$483,920 FOR THE MILLS RANCH/ROSSMOOR NEIGHBORHOOD STREET REHABILITATION PROJECT TO INCREASE SAFETY AND PROMOTE LIVABILITY

WHEREAS, the City entered into Contract No. 2021-38 with R.E.Y. Engineers, Inc. on April 5, 2021 in the amount of \$436,459 to provide on-call engineering and design services for the Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project; and

WHEREAS, during the Project design R.E.Y Engineers, Inc. encountered unforeseen conditions that require additional survey, field investigation and engineering services to accurately complete the Project construction documents; and

WHEREAS, the City wishes to increase the maximum compensation from \$436,459 to an amount not to exceed \$483,920 required to perform the additional survey, field investigation and engineering services for the Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project to increase safety and promote livability; and

WHEREAS, the services exceed the maximum amount the City Manager has authorization to approve; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorized the City Manager or his designee to execute Contract Amendment No. 2021-38-1 with R.E.Y. Engineers, Inc. in a form approved by the City Attorney which results in increasing the contract amount from \$436,459 to an amount not to exceed \$483,920 for the on-call engineering and design services for the Mills Ranch/Rossmoor Street Rehabilitation Project to increase safety and promote livability.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.7.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Garrett Gatewood, Mayor

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
RANCHO CORDOVA AND R.E.Y ENGINEERS, INC. FOR
THE MILLS RANCH/ROSSMOOR NEIGHBORHOOD STREET REHABILITATION PROJECT**

This First Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and R.E.Y. Engineers, Inc. ("Professional") as of November 1, 2021. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") No. 2021-38 dated April 5, 2021 in the amount of \$436,549 to provide on-call civil engineering and design services for the Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project; and

WHEREAS, during the Project design R.E.Y Engineers, Inc. encountered unforeseen conditions that require additional survey, field investigation and engineering services to accurately complete the Project construction documents; and

WHEREAS, the City wishes to update the scope of work to add the additional services and compensation to perform the additional survey, field investigation and engineering services for the Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project to increase safety and promote livability; and

WHEREAS, this Amendment No. 2021-38-1 includes additional tasks outlined in Exhibit "C" for the Professional to perform the additional survey, field investigation and engineering services for the Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project and will increase the contract compensation amount from \$436,459 to \$483,920; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. The Parties agree to modify the scope of services to include the additional tasks outlined in Exhibit C. Section 1 of the PSA, "Services," is amended to read as follows:

"Subject to the terms and conditions set forth in this agreement, Professional shall provide to city the services described in the Scope of Services attached as Exhibit A and Exhibit C at the time and place and in the manner specified therein. In the event of inconsistency between the terms of this Agreement and Exhibit A or Exhibit C, the Agreement shall prevail."

2. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed four hundred thirty six thousand four hundred fifty nine dollars (\$436,459). The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed Four Hundred Eighty-Three Thousand Nine Hundred Twenty Dollars and No Cents (\$483,920), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."
3. The attached Exhibit "C" is hereby added to the PSA which provides for additional services and compensation as specified therein.
4. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

James Fisher, Principal

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Attachments:
Exhibit C

EXHIBIT C

ADDITIONAL SCOPE OF WORK SERVICES AND COMPENSATION

R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR
905 Sutter Street, Suite 200 Folsom, CA 95630
Phone: (916) 366-3040 Fax: (916) 366-3303
www.reyengineers.com



October 8th, 2021

Kristine Courdy
City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

sent via email: KCourdy@cityofranchocordova.org

Subject: Mills Ranch/Rossmoor Neighborhood Street Rehabilitation Project – Contract Amendment No. 1 Scope and Fee for Additional Survey, Field Investigation, and Engineering based on Unforeseen Conditions.

Dear Ms. Courdy,

Thank you for the opportunity to work with the City of Rancho Cordova (City) on the Mills Ranch/Rossmoor Neighborhood Street Rehabilitation (Project). During the Project pre-design phase unforeseen conditions were discovered that require additional surveying, field investigation and engineering activities to complete the remaining project tasks. Below is an overview of the proposed scope of work for Contract Amendment No. 1:

Task 1 – Geotechnical Investigation of Settlement

During the geotechnical investigation phase of this project, performed by our subconsultant Sierra Geotech Inc. (Sierra), our team discovered areas of significant pavement settlement and subgrade voids within the project site. The cause of the settlement could not be determined based on the results of the geotechnical investigations that were originally scoped for this project. Additional services to identify the cause include potholing and observations of the subgrade conditions within the settlement area. Sierra, in conjunction with R.E.Y. Engineers (REY) and the City, will select two (2) locations to remove the existing asphalt concrete, in an approximately 2' x 2' square, and observe the settled subgrade soils. Before any excavation occurs, the two (2) locations will be marked with white paint and USA 811 Dig Alert will be notified a minimum of 72 working hours in advance. The excavated area will be patched with high early strength non-shrink grout dyed black to match the existing asphalt concrete.

Sierra will evaluate the observations made of the subgrade soils taking into account any observed existing utilities, water, fill characteristics, and other conditions which may lead to the cause of the settlement. Based upon the observations, Sierra may suggest additional exploration and testing to better quantify the cause and determine if the settlement will continue to occur.

Task 1 deliverables shall include a technical memorandum including observations, photos of the observed subgrade conditions, and recommended improvements.

The geotechnical investigation work can begin work as soon as we receive notice to proceed from the City and we will perform the field work within one (1) week of marking out the two locations. We will be able to submit the Technical Memorandum to the City within two (2) weeks of completing the field observation work providing no supplemental soil laboratory work is requested.

Task 2 - Additional Utility Location and Surveying Services

Based on the results of the geotechnical investigation and existing condition of the roadways, Sierra has recommended that Chase Drive, Red Brook Way, Danbury Way and Averell Court change from receiving an originally proposed pavement rehabilitation treatment to more substantial roadway reconstruction by means of full depth reclamation with cement (FDR-C). We recommend that the existing underground utilities within these roadways receiving an FDR-C treatment be horizontally and vertically located to prevent unknown utility conflicts during construction. The additional

services include utility locating and providing paint markings within Chase Drive, Red Brook Way, Danbury Way, and Averell Court. The horizontal alignments and electronic depths of all underground utilities within the selected roadways will be identified. An REY survey field crew will then collect the paint marks and electronic depths and the data will be integrated into the topographic survey.

Task 2 deliverables shall include paint marks delineating the horizontal alignment and electronic depths of all underground utilities within the selected roadways and integration of the collected data into the topographic survey base map.

The utility location work can begin within two (2) weeks of receiving notice to proceed from the City. Field collection of the paint marks will begin within one (1) week of completing the utility location. The City will be notified of any utilities in conflict with the FDR-C section within one (1) week of data collection. The data collected will be integrated into the project documents between the 65% and 90% submittals to the City.

Task 3 - Additional Storm Drain Surveying and Engineering Efforts

During the pre-design phase of this project, the City has identified the desire to increase the capacity of the existing storm drain network and has requested that all existing 6" and 8" storm drain laterals be replaced with 12" storm laterals. The City has also requested that the existing 10" laterals be evaluated for upgrade with 12" storm drain laterals on a case-by-case basis. The City has provided us with their OpenData GIS shape files. Upon receiving this data, we cross referenced it with the survey data that had been collected as a part of the original scope of this project and found multiple inconsistencies, which we brought to the attention of the City. We propose to provide surveying services for data collection and office processing of the remainder (i.e. not a part of the original scope of this project) of the existing storm drain network within the project limits. Also included in this scope is engineering services to integrate the storm drain lateral design changes into the project documents.

Data collection will include the horizontal position, rim and invert elevations, and incoming/outgoing pipe sizes for all remaining accessible storm drain manholes and drainage inlets within the project limits. This additional data will then be integrated into the project documents to accurately show the locations and quantities of all pipes to be replaced with this project. The project documents will also show the invert elevations and pipe slopes that the new laterals should be installed at.

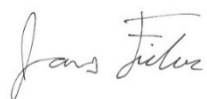
Task 3 deliverables shall include integration of the data into the topographic survey base map and project documents. The project plans will show all of the storm drain laterals to be replaced along with the start and end of pipe invert elevations. REY will provide shape files of the collected survey data for the City's use in updating OpenData.

The scope described above does not include any data collection on manholes that are located in residential backyards or on private property.

We can begin work within one (1) week, weather dependent, of receiving a notice to proceed from the City. The data collected will be integrated into the project documents between the 65% and 90% submittals to the City.

Thank you for your consideration of these additional project services. If you have any questions or comments, please don't hesitate to contact me.

Sincerely,



Jim Fisher, PE, QSD/P

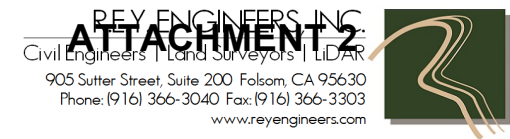
ITEM 9.7.

Mills Ranch/Rossmoor Neighborhood Street Pavement Rehabilitation Project

City of Rancho Cordova

Contract Amendment 1 Fee Estimate

October 8, 2021



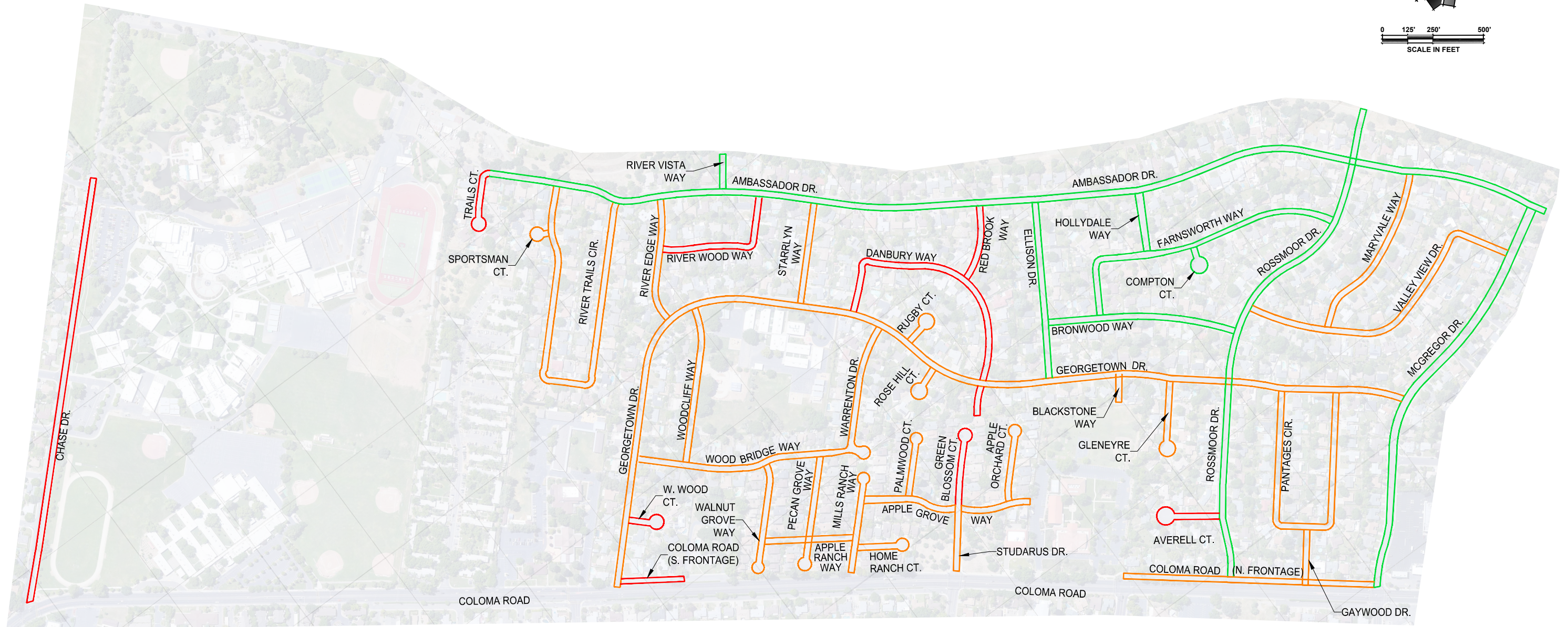
TASK DESCRIPTION	Assistant Engineer - III	Associate Engineer - V	Principal Manager - II	2-Person Survey Crew	LiDAR Technician - I	Principal Surveyor - II	Hours	Labor Cost	ODC's	Total
	Billing Rate	\$130.00	\$180.00	\$275.00	\$305.00	\$145.00	\$275.00			
Task 1 - Geotechnical Investigation of Settlement										
Task 1.1 - Potholing to Observe Subgrade Soils at Settlement Locations		6	1				7	\$1,355	\$4,202	\$5,557
Project Management		1	1				2	\$455		
Field Walk to Verify Pothole Locations		4					4	\$720	\$660	\$1,380
Potholing Field Work and Observation		1					1	\$180	\$3,542	\$3,722
Task 1.2 - Geotechnical Assessment of Observed Subgrade Conditions		3	2				5	\$1,090	\$1,100	\$2,190
Project Management		1	1				2	\$455		\$455
Technical Report		2	1				3	\$635	\$1,100	\$1,735
SUBTOTAL		9	3				12	\$2,445	\$5,302	\$7,747
Task 2 - Additional Utility Location and Surveying Services										
Task 2.1 - Utility Location		5	1				6	\$1,175	\$10,984	\$12,159
Project Management		1	1				2	\$455		\$455
Locate & Mark Existing Utilities w/in Chase Dr, Red Brook Wy, Danbury Wy & Averall Ct		4					4	\$720	\$10,984	\$11,704
Task 2.2 - Surveying	4	2		16	4	2	28	\$6,890		\$6,890
Field Collection of Marks and Depths		2		16		1	19	\$5,515		\$5,515
Data Processing	4				4	1	9	\$1,375		\$1,375
SUBTOTAL	4	7	1	16	4	2	34	\$8,065	\$10,984	\$19,049
Task 3 - Additional Storm Drain Surveying and Engineering Efforts										
Task 3.1 - Surveying		4		40	32	2	78	\$18,110		\$18,110
Field Collection of SDMHs and DIs		2		40			42	\$12,560		\$12,560
Data Processing		2			32	2	36	\$5,550		\$5,550
Task 3.2 - Engineering	12	4	1				17	\$2,555		\$2,555
Preliminary & Final Design	12	4	1				17	\$2,555		\$2,555
SUBTOTAL	12	8	1	40	32	2	95	\$20,665		\$20,665
TOTAL HOURS	16	24	5	56	36	4	141			
TOTAL DOLLARS	\$2,080	\$4,320	\$1,375	\$17,080	\$5,220	\$1,100		\$31,175	\$16,286	\$47,461

MILLS RANCH/ ROSSMOOR NEIGHBORHOOD STREET REHABILITATION PROJECT

CITY OF RANCHO CORDOVA
ROADWAY TREATMENT EXHIBIT
OCTOBER 7th, 2021



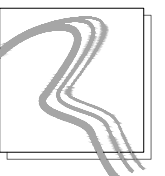
0 125' 250' 500'
SCALE IN FEET



LEGEND

- PRESERVATION ROAD
- REHABILITATION ROAD
- RECONSTRUCTION ROAD

905 Sutter Street Suite 200 Folsom CA 95630
(916) 366-3040 Fax (916) 366-3303
R. E. Y. ENGINEERS, Inc.
Civil Engineers | Land Surveyors | LiDAR



MEMORANDUM



ITEM 9.8.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer

SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF THE RANCH VILLAGE 9, SUBDIVISION NO. FM-2021-002-02, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2021-310 WITH K. HOVNANIAN AT JAEGER RANCH, LLC.**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2021-310, Attachment 1, guaranteeing the construction of public roads and utilities with K. Hovnanian at Jaeger Ranch, LLC. and the recording of the final subdivision map for The Ranch Village 9, creating 71 residentially zoned lots located south of Chrysanthy Blvd and east of Rancho Cordova Parkway.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal code and the California Subdivision Map Act. The City Council approved the Small Lot Tentative Map on January 6, 2020. A Development Agreement by the City and K. Hovnanian at Jaeger Ranch, LLC. was entered into on February 21, 2020, and recorded on May 1, 2021, in the Official Records of Sacramento County at Book 20200501, Page 0617. A copy of the final map, Attachment 2, and copy of the vicinity map, Attachment 3, are included with this letter.

Roads are offered for dedication with this subdivision. K. Hovnanian at Jaeger Ranch, LLC. has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement

has been satisfied by Wallace-Kuhl and Associates dated December 12, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2020/2021 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City.

ATTACHMENT(S)

1. Resolution
2. Subdivision Improvement Agreement The Ranch V9
3. Final Map The Ranch V9
4. Vicinity Map The Ranch V9

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE RANCH VILLAGE 9, SUBDIVISION NO. FM-2021-002-02, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2021-310 WITH K. HOVNANIAN AT JAEGER RANCH, LLC.

WHEREAS, the City Council approved the Small Lot Tentative Map on January 6, 2020 per Resolution No. 5-2020; and

WHEREAS, the map is in substantial compliance with the approved tentative map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova municipal code and the California Subdivision Map Act; and

WHEREAS, the approval of final maps is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a subdivision improvement agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Ranch Village 9, Subdivision No. FM-2021-002-02 and does authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2021-310 with K. Hovnanian at Jaeger Ranch, LLC., in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.8.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Garrett Gatewood, Mayor

SUBDIVISION IMPROVEMENT AGREEMENT**THE RANCH VILLAGE 9 SUBDIVISION NO. FM-2021-002-02**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **K. Hovnanian at Jaeger Ranch, LLC.**, a California limited liability company (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City to perform the work of improvement as required by said sections in consideration of the acceptance of said final subdivision map by the City; and

WHEREAS, Section 66499 of the Government Code requires that said agreement be secured by a surety bond or by an instrument of credit issued by a financial institution subject to regulation by the State or federal governments or by a cash deposit; and

WHEREAS, Section 66499.3 establishes the types and amount of security to guarantee the performance of any such improvement agreement; and

WHEREAS, City and Principal desire to enter into an improvement agreement as authorized by the Subdivision Map Act under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants hereinafter set forth, City and Principal agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **The Ranch Village 9 Subdivision No. FM-2021-002-02** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

4. **Completion of Improvements.** In consideration of such approval, Principal agrees to complete the work of improvement required for said subdivision in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. The work required may lie within or outside the subdivision and must be completed within **24** months of the date of this Agreement.

5. **Payment For Services.** Principal further agrees to promptly pay, when due, all costs for plan checking, inspection services and material testing performed by City pursuant to the requirements of Sections 12.03.210 et. seq. of the Rancho Cordova Municipal Code.

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

8. **Correction of Defects.** Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months after acceptance thereof by City.

9. **Indemnity.** Principal shall indemnify and hold harmless with counsel selected by the City, the City of Rancho Cordova, its agents, officers, consultants, and employees ("City") from any and all loss, damage or liability arising out of or resulting from Principal's performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, servants and employees. Principal shall, at his own cost and expense, defend any and all actions, suits, or legal proceedings arising out of or resulting from the performance or nonperformance of this Agreement, that may be brought or instituted against the City, its officers and employees, on any such claim or demand, and pay or satisfy any judgment that may be rendered against the City in any such action, suit or legal proceedings, or result thereof, regardless whether caused in part by a party indemnified hereunder.

10. **Extension of Completion Date.** If the construction of the work or improvement should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

11. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$1,511,302.00 (One Million Five Hundred Eleven Thousand Three Hundred Two Dollars)**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

12. **Improvement Security As Condition Precedent.** The furnishing of the improvement security by Principal as required by paragraph 11 hereof shall be a condition precedent to acceptance by City of the above described real property and the performance by

the City of the covenants herein on its part to be performed.

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

14. Execution By Real Party In Interest. Where title to the subdivision property is held by the record owner thereof under a holding Agreement, this Agreement and the bond given pursuant thereto must be executed by the real party or parties in interest.

15. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this Agreement. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

16. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated herein are proposed to be constructed by street improvement proceedings under the control of City, the undertaking of such proceedings shall in no way relieve Principal of any duties under this Agreement, except where all of the works of improvement that are required under this Agreement have in fact been constructed and accepted by City.

17. Interest. Interest shall accrue at the highest rate permitted by law on all sums from the date payment is due under the terms of this Agreement and the sum due is certain or

reasonably capable of being made certain.

18. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 11 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

19. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by the parties hereto.

20. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

21. Construction and Interpretation. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

22. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

23. Time. Time is of the essence in the performance of each and every term of this Agreement.

SIGNATURE PAGE FOLLOWING

ITEM 9.8.

ATTACHMENT 2

Contract No. 2021-310

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

K. Hovnanian at Jaeger Ranch, LLC.
California Limited Liability Company

Cyrus Abhar, City Manager

Kevin Kimball, Region President

Date: _____

Date: _____

ATTEST:

Stacy Leitner, CMC, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF THE RANCH VILLAGE 9.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES, THE PUBLIC ROADS DESIGNATED HEREON AS CHRYSANTHY BOULEVARD, ALAMOSA DRIVE, **ENCANTO** WAY, MANCOS COURT AND PAINT HORSE COURT, AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOT A AND THOSE STRIPS OF LAND 10.00 FEET IN WIDTH AND 12.50' IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC STREETS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
- EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS LOT A AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE). SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. THE MAINTENANCE AND REPLANTING OF THE LANDSCAPE STRIP SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- RIGHT OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT A AND THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC STREETS SHOWN HEREON.
- A RIGHT OF WAY AND EASEMENT FOR EMERGENCY ACCESS PURPOSES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS STRIPS OF LAND TWENTY (20) FEET IN WIDTH, SHOWN HEREON AND DESIGNATED "EMERGENCY ACCESS EASEMENT" (EAE).
- THE EXCLUSIVE RIGHT OF VEHICULAR INGRESS AND/OR EGRESS IS GRANTED TO THE CITY OF RANCHO CORDOVA ACROSS THE (LOT/PARCEL) LINES SHOWN HEREON //////// AND DESIGNATED "NO INGRESS OR EGRESS RIGHTS LINE."

AG EHC II (HOV) CA 1 L.P., A
DELAWARE LIMITED PARTNERSHIP

BY: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY, ITS AUTHORIZED AGENT

BY: Steven S. Benson
STEVEN S. BENSON, ITS MANAGER

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF K. HOVNANIAN AT JAEGER RANCH, LLC, IN JANUARY 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE NOVEMBER 30, 2023 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

Dennis L. Barber
DENNIS L. BARBER
P.L.S. 8067

10/14/21
DATE



NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF Arizona)
COUNTY OF Maricopa) SS

ON 13 DAY OF October, 2021 BEFORE ME, Jaime Marie Adams, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Steven S. Benson WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF Arizona THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Jaime Marie Adams

PRINTED NAME: Jaime Marie Adams

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: Maricopa

MY COMMISSION EXPIRES: 07/01/2025

MY COMMISSION No.: 607030

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF THE RANCH VILLAGE 9 AND HAS ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON. AND DO HEREBY CERTIFY THE ABANDONMENT'S LISTED HEREON.

BY: _____ DATED: _____
CITY CLERK, CITY OF RANCHO CORDOVA

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF Placer) SS

ON 14th DAY OF October, 2021 BEFORE ME, Lisa Say, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Timothy J. Collison WHO

PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL: Lisa Say

PRINTED NAME: Lisa Say

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: Sacramento

MY COMMISSION EXPIRES: 7/24/2024

MY COMMISSION No.: 2330818

OPTIONEE STATEMENT

K. HOVNANIAN AT JAEGER RANCH, LLC, A CALIFORNIA LIMITED LIABILITY PARTNERSHIP, AS PURCHASER UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT RECORDED AUGUST 30, 2021, DOCUMENT NO. 202108301296 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, DOES HEREBY JOIN IN AND CONSENT TO THE PREPARATION AND RECORDATION OF THE SUBDIVISION MAP AND TO ALL OFFERS OF DEDICATION, IF ANY, MADE IN THE OWNER'S STATEMENT.

K. HOVNANIAN AT JAEGER RANCH, LLC,
A CALIFORNIA LIMITED LIABILITY PARTNERSHIP

BY: Timothy J. Collison NAME: Timothy J. Collison

DATED: 10/14/21 TITLE: Regional Controller

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE RANCH VILLAGE 9 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

CITY ENGINEER, ALBERT STRICKER, R.C.E. 64057

DATED: _____



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF THE RANCH VILLAGE 9 IS TECHNICALLY CORRECT.

LAND SURVEYOR, CYRUS E. ABHAR, P.L.S. 7723

DATED: _____



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED COUNTY RECORDER DOCUMENT NO.: _____
COUNTY OF SACRAMENTO

BY: _____ FEE: \$ _____
DEPUTY RECORDER

FINAL MAP OF
THE RANCH
VILLAGE 9

SUBDIVISION NO. FM-2021-002-002

BEING ALL OF LOT 2 OF THAT CERTAIN

LARGE LOT FINAL MAP OF THE RANCH

FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8

CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

NOVEMBER 2021

Sheet 1 of 4

1296.006

NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS SUBDIVISION IS 22.91± ACRES, CONSISTING OF 71 RESIDENTIAL LOTS, ONE LANDSCAPE LOT AND ONE OPEN SPACE BUFFER LOT.
5. 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. LOT A IS FOR LANDSCAPING, PEDESTRIAN AND PUBLIC UTILITY EASEMENT PURPOSES AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA.
7. LOT B IS FOR OPEN SPACE BUFFER AREA AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA.
8. NOTICE IS HEREBY GIVEN THAT THE KIEFER LANDFILL IS LOCATED APPROXIMATELY 2 MILES SOUTHEASTERLY OF THIS SUBDIVISION.
9. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY (IOD) AND PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY ABANDONED:
 - 9.1. ALL OF THAT 74' IOD DEPICTED ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.
 - 9.2. ALL OF THAT 12.5' PUE DEPICTED ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

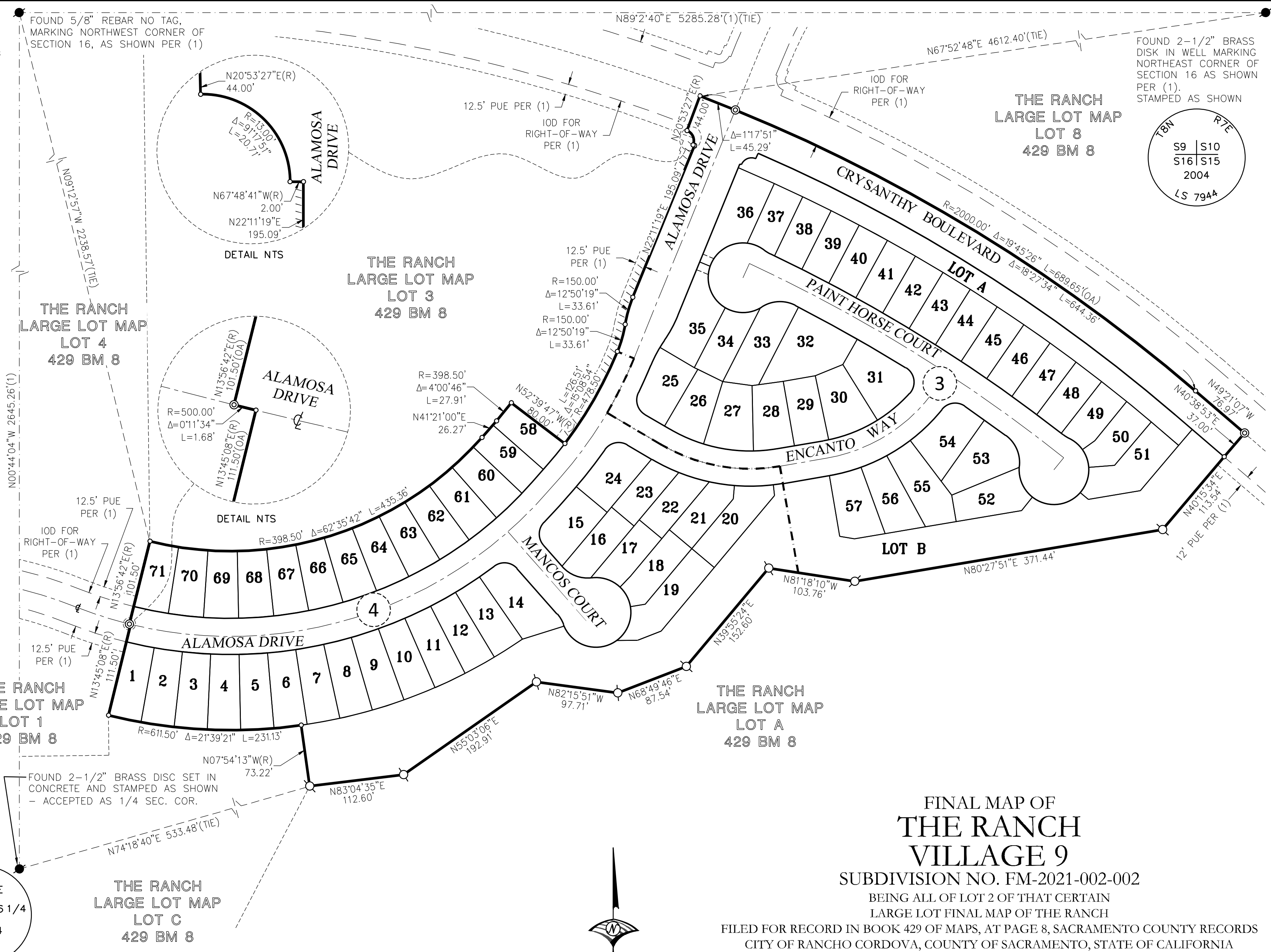
	DIMENSION POINT
	FOUND MONUMENT AS NOTED
	SET 3/4" IRON PIPE WITH CAP STAMPED "LS 8067"
	SET 1 1/4" GALVANIZED IRON PIPE WITH PLUG STAMPED "LS 8067"
	CENTERLINE
	SHEET NUMBER REFERENCE

_____/ NO INGRESS OR EGRESS RIGHTS LINE

IOD	IRREVOCABLE OFFER OF DEDICATION
L=	ARC LENGTH
LE	LANDSCAPE EASEMENT
NTS	NOT TO SCALE
PE	PEDESTRIAN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
(OA)	OVERALL
(R)	RADIAL BEARING
SF	SQUARE FEET
BM	BOOK OF MAPS
EAE	EMERGENCY ACCESS EASEMENT

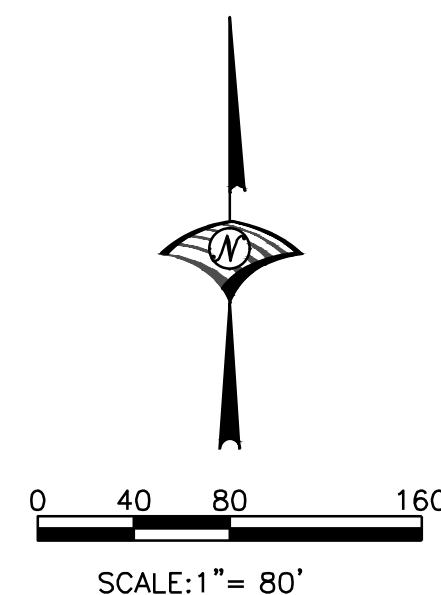
REFERENCES:

(1) 429 BM 8 - LARGE LOT MAP OF THE RANCH



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THAT CERTAIN "LARGE LOT FINAL MAP OF THE RANCH" FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS.



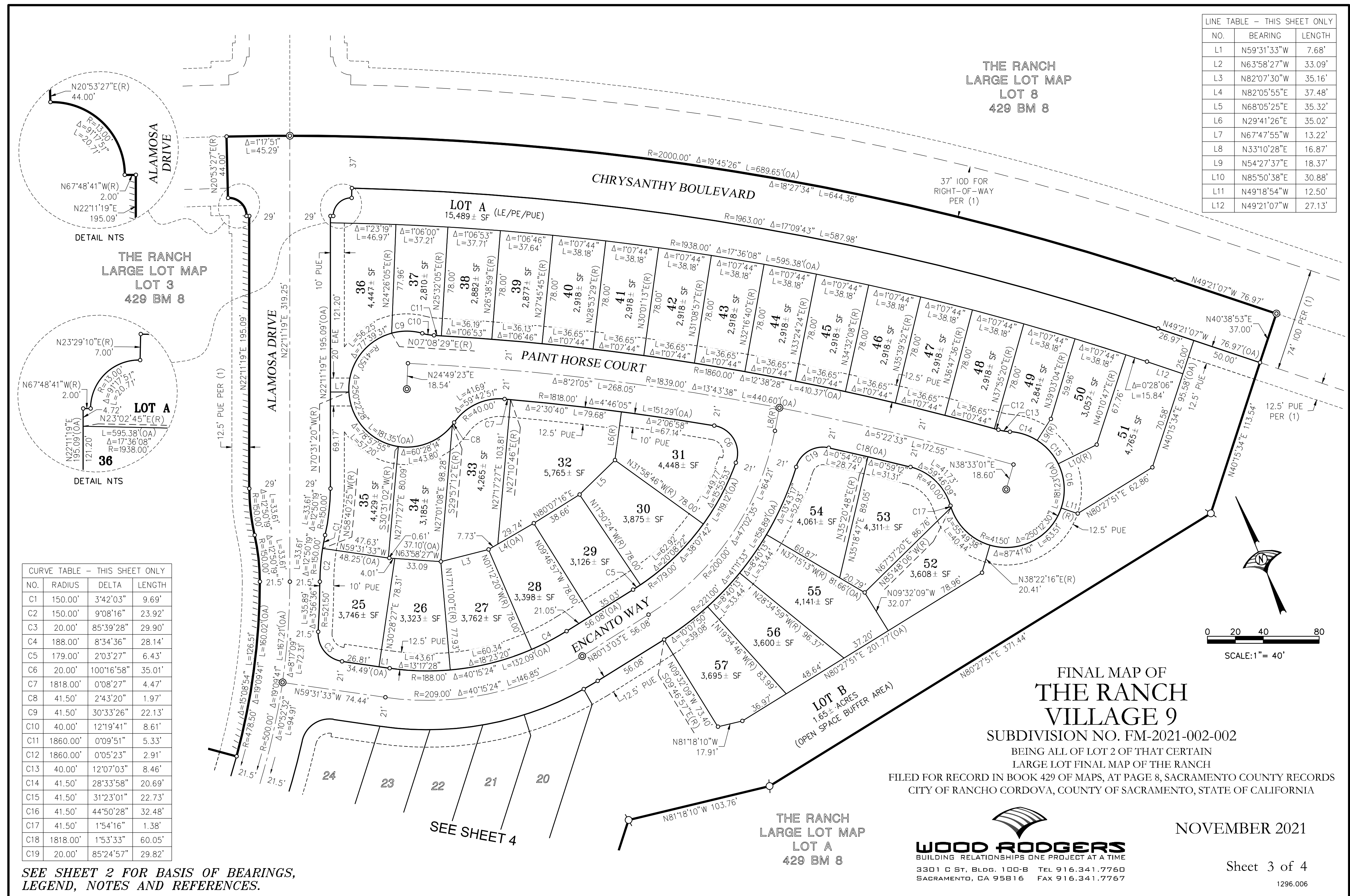
FINAL MAP OF
THE RANCH
VILLAGE 9
SUBDIVISION NO. FM-2021-002-002
BEING ALL OF LOT 2 OF THAT CERTAIN
LARGE LOT FINAL MAP OF THE RANCH
FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

NOVEMBER 2021

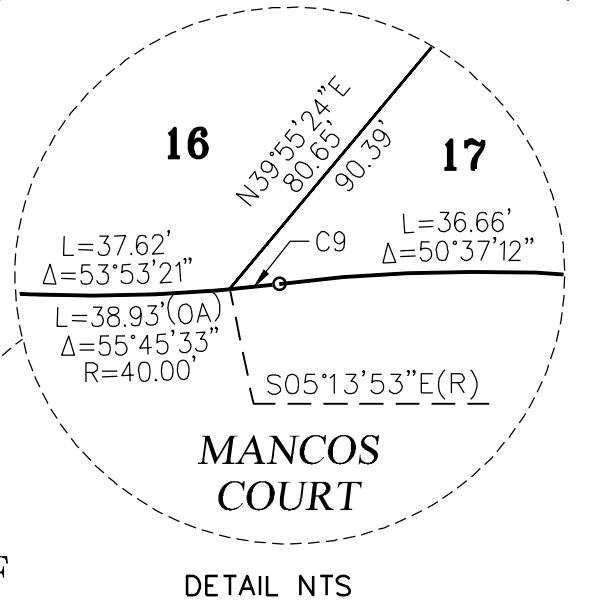
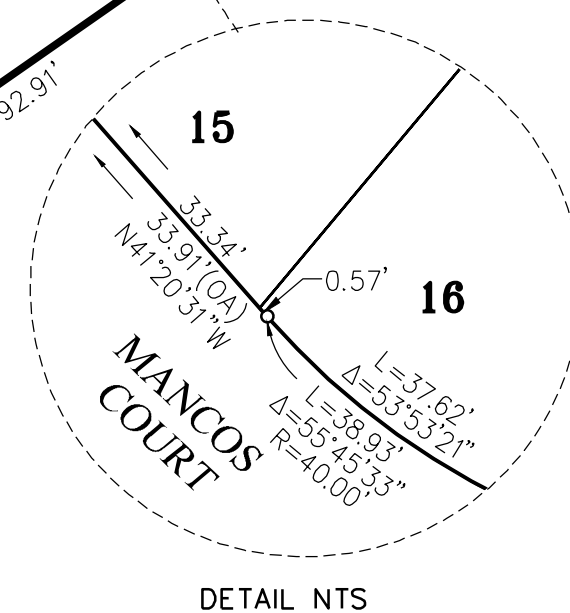
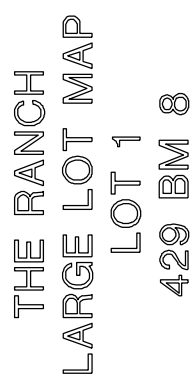
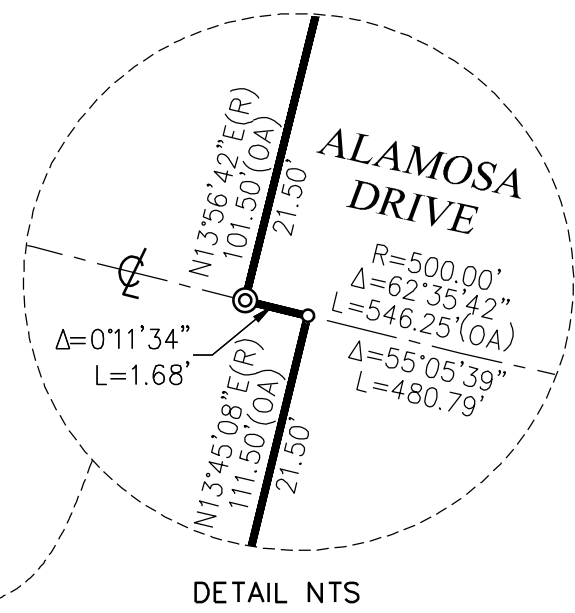
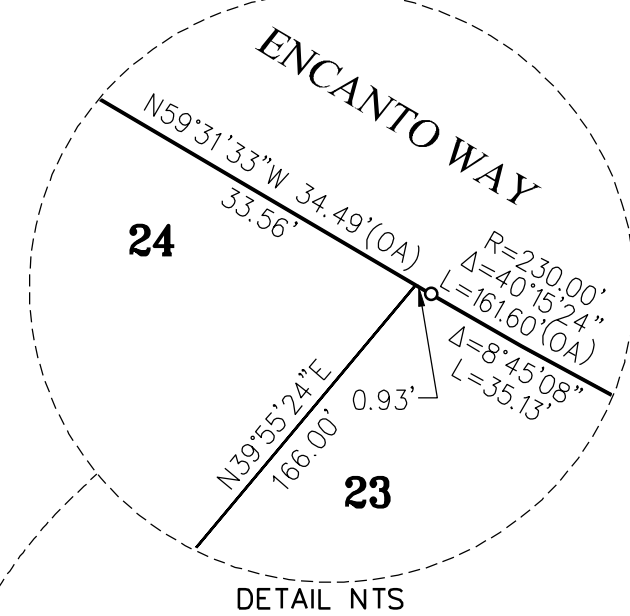
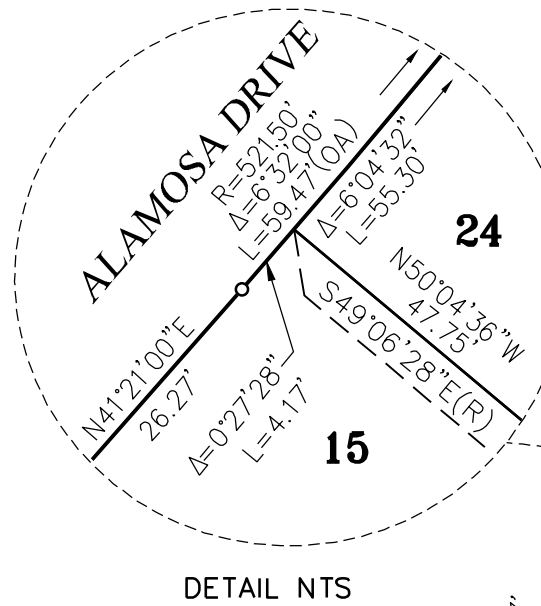
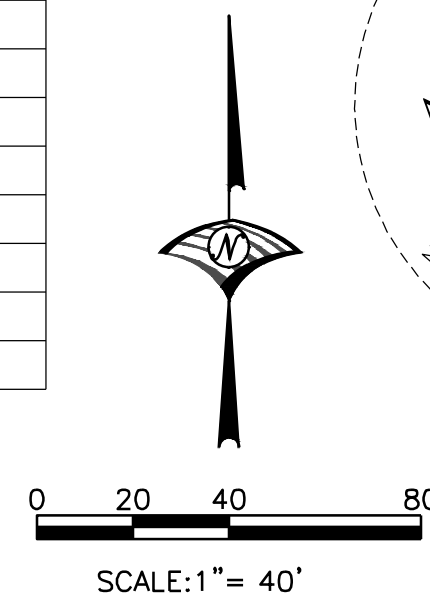
Sheet 2 of 4

1296.006

LINE TABLE — THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N59°31'33"W	7.68'
L2	N63°58'27"W	33.09'
L3	N82°07'30"W	35.16'
L4	N82°05'55"E	37.48'
L5	N68°05'25"E	35.32'
L6	N29°41'26"E	35.02'
L7	N67°47'55"W	13.22'
L8	N33°10'28"E	16.87'
L9	N54°27'37"E	18.37'
L10	N85°50'38"E	30.88'
L11	N49°18'54"W	12.50'
L12	N49°21'07"W	27.13'



LINE TABLE -- THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N89°22'45"E	24.91'
L2	N43°31'08"E	18.00'
L3	N43°31'08"E	18.00'
L4	N04°39'27"E	15.67'
L5	N50°04'36"W	47.75'
L6	N50°04'36"W	35.00'
L7	N50°04'36"W	35.00'
L8	N41°21'00"E	6.50'
L9	N41°21'00"E	26.27'



FINAL MAP OF
**THE RANCH
VILLAGE 9**
SUBDIVISION NO. FM-2021-002-002

BEING ALL OF LOT 2 OF THAT CERTAIN
LARGE LOT FINAL MAP OF THE RANCH
FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

NOVEMBER 2021

Sheet 4 of 4

1296.006



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

ITEM 9.8.



FINAL MAP OF THE RANCH VILLAGE 9

ATTACHMENT 4

AGEN CIR

CHRYSANTHY BLVD

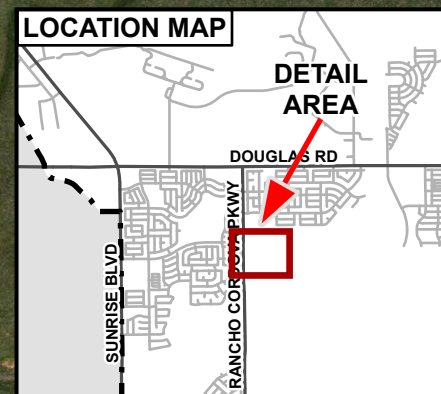
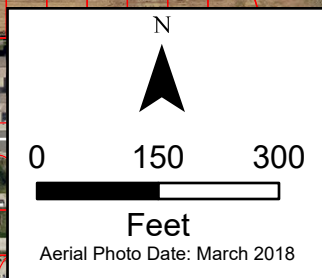
MINOTAUR CIR

TOURS WAY

TRESIAS WAY

ORPHEUS CIR

RANCHO CORDOVA PKWY



MEMORANDUM



ITEM 9.9.

DATE: November 1, 2021
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman, Community Development Director
SUBJECT: **SECOND READING OF AN ORDINANCE ESTABLISHING A SPECIAL TAX ZONE 32 TRANSIT-RELATED SERVICES FOR THE EXPRESS SEWER AND DRAIN PROJECT**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance will assist the City in meeting the costs of providing transit-related services by creating a Special Tax Area Zone No. 32 and establishing a Special Tax for transit-related services for the Express Sewer and Drain project.

BACKGROUND

On October 18, 2021, the City Council waived the first reading and passed to a second reading of the Ordinance. On the same date, the City Council also approved a Resolution that established Special Tax Zone No. 32, the boundaries of which will be contiguous to the boundaries of the Express Sewer and Drain project.

Following adoption of the Ordinance, a mailed ballot election will be held on December 2, 2021, at 1:30 P.M., at which time the ballot(s) will be tabulated by the City Clerk. The results of the mail ballot election will be declared at the City Council meeting on December 20, 2021.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the General Fund.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance
3. Exhibit B to the Ordinance- Property Land Use Catagory

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2021

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA,
ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE
EXPRESS SEWER AND DRAIN PROJECT SUBJECT TO VOTER APPROVAL****THE CITY COUNCIL OF THE CITY OF THE RANCHO CORDOVA DOES ORDAIN AS
FOLLOWS:**Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of and employees working in the City receive high quality transit-related services. In carefully reviewing the City's budget and revenue projections, it is clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high-quality transit-related services unless additional revenues are obtained.

It is the purpose and intent of this non-codified Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 32 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

This tax is a special tax within the meaning of Section 4 of the Article XIII A of the California Constitution. Because the burden of this tax falls upon property, this tax also is a property tax, but this tax is not determined according to nor in any manner based upon the value of property; this tax is levied on a parcel and use of property basis. Insofar as not inconsistent with this Ordinance or with legislation authorizing special taxes and insofar as applicable to a property tax that is not based on value, such provisions of the California Revenue and Taxation Code and of Article XIII of the California Constitution as relate to ad valorem property taxes are intended to apply to the collection and administration of this tax (Section 4 of this Ordinance), as authorized by law. This tax is not an ad valorem property tax; it is an excise tax on the use of property. Because the revenue from the tax may be used only to fund transit-related services, it is also a special tax.

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 32.

At the time that the Council adopted this non-codified Ordinance, there were zero (0) registered voters residing in Zone 32 and one (1) property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 32 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 32 is appropriate and consistent with the principles and requirements of California Constitution article XIII C (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

A. "Constant first year dollars" shall mean an actual dollar amount which, in years subsequent to the first fiscal year the tax is levied, shall have the same purchasing price as the base amount in first fiscal year dollars as measured by the Consumer Price Index. The base amount shall be the amount of tax per parcel as specified in Section 3(A) herein. The adjustments from actual to constant dollars shall be made by use of the Consumer Price Index, as specified in Section 3(B) herein.

B. "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area as published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Consumer Price Index is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

C. "Fiscal year" means the period of July 1 through the following June 30.

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 32, nor any land or improvements owned by any governmental entity.

E. "Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 32 (the "Zone")" means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries as shown on the map Exhibit A.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 1 County of Sacramento, November 18, 2004, which established the methodology for the original service charge for Benefit Zone No. 1.

H. "Voter" means a person who owns real property within Zone 32, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 32.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in the Zone shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2022 through June 30, 2023) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth on Exhibit B hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in Exhibit B shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 1 County of Sacramento, November 18, 2004 which established the methodology for the original service charge for Benefit Zone No. 1.

B. For Subsequent Fiscal Years:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 32 for the then current fiscal year, as set forth below.

For each Land Use Category on Exhibit B, the tax per year on each parcel for each fiscal year subsequent to the first fiscal year shall be an amount determined as follows:

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding X Fiscal Year	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year OR 6 percent, whichever is less
---	---	---	--

Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

The taxes levied on each parcel pursuant to this Article shall be a charge upon the parcel and shall be due and collectible as set forth in Section 4, below.

Section 4. Collection and Administration.A. Taxes as Liens Against the Property.

The amount of taxes for each parcel each year shall constitute a lien on such property, in accordance with Revenue and Taxation Code Section 2187, and shall have the same effect as an ad valorem real property tax lien until fully paid.

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad valorem property taxes and are to be collected in the same manner in which Sacramento County collects secured roll ad valorem property taxes. Insofar as feasible and insofar as not inconsistent with this Ordinance, the times and procedures regarding exceptions, due dates,

installment payments, corrections, cancellations, refunds, late payments, penalties, liens, and collections for secured roll ad valorem property taxes (as established by Sacramento County) shall be applicable to the collection of this tax. Notwithstanding anything to the contrary in the foregoing, as to this tax:

1. The secured roll tax bills shall be the only notices required for this tax, and
2. The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this ordinance shall be placed into a separate account and may be used only to fund transit-related services, including the costs of administering and collecting the tax and enforcing the provisions of this ordinance. Revenue from the tax may be used for transit-related services citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.
2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.
3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIII C, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent of the votes in the City for all

candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 32 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentence, phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on December 2, 2021, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2022.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021 by the following vote:

AYES:

NOES:

ABSENT:

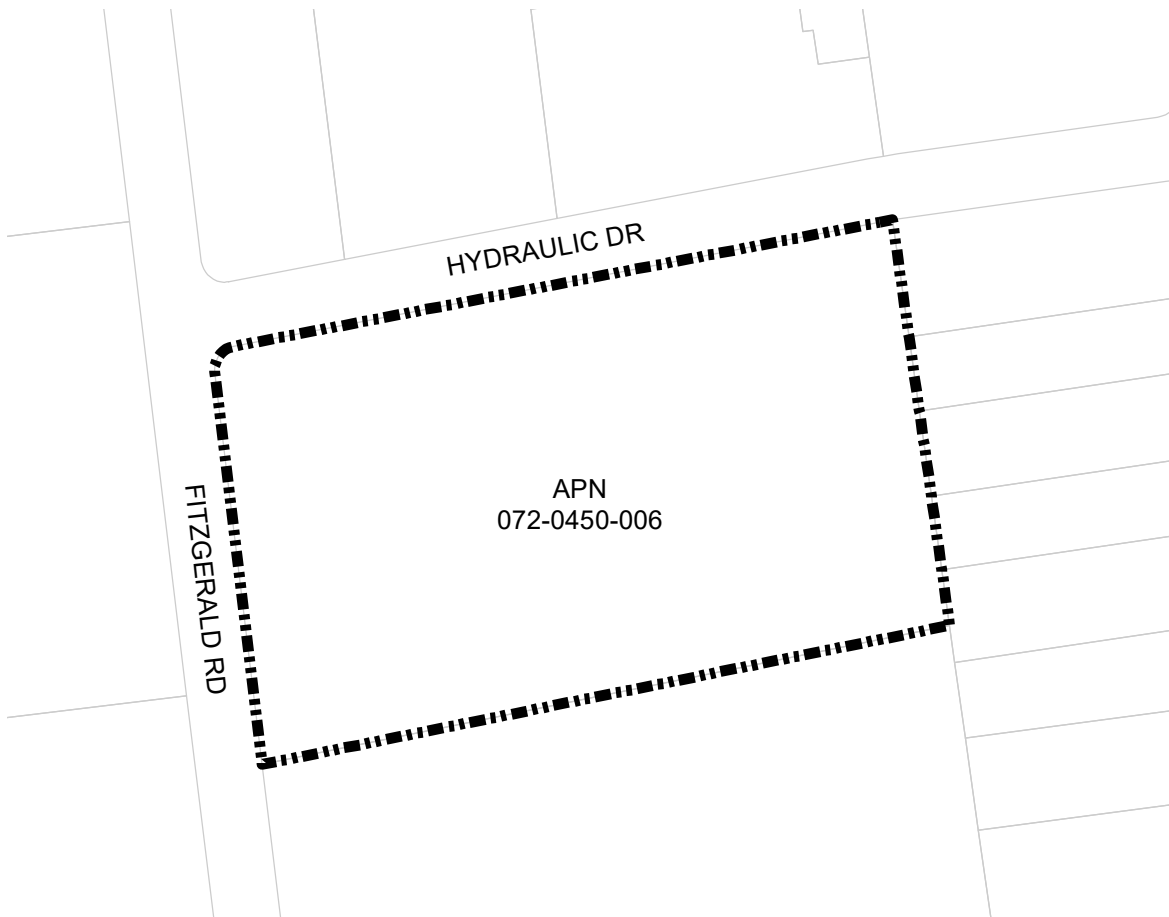
ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA
TRANSIT RELATED SERVICES SPECIAL TAX AREA
ANNEXATION 32
(EXPRESS SEWER & DRAIN PROJECT)

**Legend**

-  Annexation Boundary
-  Parcel Boundary

Amount of Tax per Parcel by Land Use Category**A. Residential Dwelling Units**

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2021-2022 for Residential Land Use Categories shall be \$77.19 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$61.75 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, or \$46.31 per high density residential dwelling unit or high density residential dwelling unit equivalent (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

B. Non-Residential

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2021-2022 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$1,979.15 per retail and service commercial acre, \$1,701.27 per commercial mixed use or office commercial acre, and \$710.15 per light industrial acre.

C. Inflator Formula

The tax is subject to an annual inflator formula based on the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less.

MEMORANDUM



ITEM 9.10.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

FROM: Kim Juran, Administrative Services Director
Jessica Crone, Management Analyst

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT 2021-21-2 WITH PARK CONSULTING GROUP IN AN AMOUNT NOT TO EXCEED \$250,000 FOR ENERGОВ REPORT WRITING AND SUPPORT SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 2021-21-2 with Park Consulting Group in an amount not to exceed \$250,000 for continued EnerGov report writing and support services through December 31, 2022.

BACKGROUND

In February 2021, the City entered into a contract with Park Consulting Group for implementation support and report writing services in preparation for the launch of its new land management system, Tyler EnerGov. Park Consulting Group came highly recommended from other Tyler EnerGov clients for their highly specialized knowledge of the EnerGov system and quick turnaround of requests. The services provided to the City have included creating customized crystal reports and aiding in configuring system automations as needed for all City departments.

While the City went live with the second phase of EnerGov in August 2021, the ongoing buildout of the system is anticipated to continue well into 2022. This continuing system buildout includes additional crystal reports development, configuring additional City processes in the new system, and integrating EnerGov with other City applications to enable greater efficiency. In addition, the City will continue to expand online services to the public over the next year.

The proposed contract amendment with Park Consulting would provide sufficient funds to accomplish these objectives over the course of 2022.

FISCAL IMPACT AND FUNDING SOURCE

There are sufficient funds in the Information Technology Initiatives Project budget for fiscal 21/22. Approval of this contract would not result in a need to amend departmental budgets.

ATTACHMENT(S)

1. Resolution
2. PSA Park Consulting Group 2021-21-2 Amendment

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-21-2 WITH PARK CONSULTING GROUP IN AN AMOUNT NOT TO EXCEED \$250,000 FOR CONTINUED ENERGОВ REPORT WRITING AND SUPPORT SERVICES.

WHEREAS, in February 2021, the City entered into a contract with Park Consulting Group for implementation support and report writing services in preparation for the launch of its new land management system, Tyler EnerGov; and

WHEREAS, Park Consulting Group came highly recommended from other Tyler EnerGov clients for their highly specialized knowledge of the EnerGov system and quick turnaround of requests; and

WHEREAS, the services provided to the City by Park Consulting Group have included creating customized crystal reports and aiding in configuring system automations as needed for all City departments; and

WHEREAS, the ongoing buildout of the EnerGov system is anticipated to continue well into 2022 and will include additional crystal reports development, configuring additional City processes, integrating EnerGov with other City applications, and expanding online services; and

WHEREAS, the proposed contract amendment with Park Consulting would provide sufficient funds to accomplish these objectives over the course of 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2021-21-2 with Park Consulting Group in an amount not to exceed \$250,000 for EnerGov Report Writing and Support Services in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Garrett Gatewood, Mayor

Contract No. 2021-21-2

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND PARK CONSULTING GROUP**

This Second Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Park Consulting Group ("Professional") as of October 20, 2021. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated February 8, 2021 for the purpose of providing advisory & implementation professional services for the City's EnerGov Implementation Project; and

WHEREAS, this Amendment will increase the compensation amount in order to continue advisory & implementation professional services for the City's EnerGov Implementation Project; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$250,000 (two hundred and fifty thousand dollars). The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed \$250,000 (two hundred and fifty thousand dollars), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. The document entitled "Scope of Work," attached hereto as **Exhibit A**, shall replace and supersede the PSA's **Exhibit A**.
3. The document entitled "Compensation Schedule," attached hereto as **Exhibit B**, shall replace and supersede the PSA's **Exhibit B**.
4. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

Contract No. 2021-21-2

6. **Contract Administration.** This Agreement shall be administered by Kim Juran ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

Glenn Park
200 Spectrum Center Drive #300
Irvine, CA 92618 Email Address

Email Address (for Insurance Update Requests):
glenn@parkcgp.com

Any written notice to City shall be sent to:

Kim Juran
2729 Prospect Park Drive
Rancho Cordova, Ca 95670

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Glenn Park, Founder & Principal Consultant

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

Park Consulting Group (PCG) will provide the City of Rancho Cordova professional services for the City's EnerGov System Support and Enhancements:

Form and Report Design and Development:

- Page | 1

**EnerGov Support and Enhancements Services (as requested):**

- Attend meetings with staff and City stakeholders. This will include weekly internal meetings and briefings with Tyler Tech, in addition to other meetings as requested.
- Support and review EnerGov configuration to verify accurate setup to configuration documentation and requirements.
- Support and review City-owned shared configuration including case type development, CSS, automations, georules, etc.
- Support and review data mapping and migration activities from legacy system to EnerGov
- Support and review development of user testing strategy and planning.
- Support and review development of training plan and train-the-trainer approach.
- Support City configuration resources in making any needed changes to configured fee structure and amounts based on modifications made by City Council
- Provide feedback on leading best practices to maximize system capabilities.
- Provide feedback on leading best practices for implementation and deployment processes.
- Support Production cutover, post-Go-Live stabilization, and system troubleshooting (reporting, system enhancements, regulatory changes, etc.).
- Support the design, deployment, and onboarding of post-Go-Live / warranty enhancements.

B. Key Assumptions:

- PCG shall be responsible for EnerGov support and enhancements services, as requested by the City.
- City will provide a primary contact that is available throughout the duration of services.
- City will provide subject matter experts that are available throughout the duration of services to successfully deliver PCG services.
- City estimates PCG should have the full ability to deliver services remotely with no on-site visits and/ or incurred travel costs.
- In order to meet timelines, City SMEs will answer questions and provide feedback and responses in a timely manner (within 2 business days).
- Park Consulting Group provides a broad range of Building and Permitting System implementation, advisory, and development services. City may request additional services outside of the scope of services and duration and will be considered based on the established hourly rates.

C. Cost Proposal for Contract Amendment #2

- PCG's services will be billed based on the following hourly rate(s):

PCG Resources	2021-23 Rates
Principal Consultant	\$195/ hour
Functional / Configuration Consultant	\$175/ hour
Reports / Stored Procedure Developer	\$160/ hour

MEMORANDUM



ITEM 10.1.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

FROM: Stefan Heisler, Housing Manager

SUBJECT: A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2022 ANNUAL ACTION PLAN AND THIRD AMENDMENT TO THE 2020 ANNUAL ACTION PLAN

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Directs the City Manager to make final edits and submit the 2022 AAP, Third Amendment to the 2020 AAP, and SF424 Certifications and Assurances to the Department of Housing and Urban Development (HUD) for approval, as required for the City to receive 2022 CDBG entitlement funding and allocate remaining funding under the 2020 AAP.

BACKGROUND

The City of Rancho Cordova has been a CDBG entitlement jurisdiction since 2006. As an entitlement jurisdiction, the City receives an annual allocation of funds from HUD. Each year the City is required to complete an AAP that describes how the City will use the CDBG funds for the coming program year. The AAP works as an application to HUD to receive CDBG funds for the following program year and is submitted as part of the Consolidated Plan.

The City must complete the public participation process as outlined in the Citizen Participation Plan, present the AAP for public comment for at least 30 days, conduct a public hearing to approve the Plan, and submit the approved AAP and program certifications to receive its entitlement allocation of CDBG funding from HUD. The City's CDBG entitlement funding has averaged approximately \$600,000 over the last couple of years, and the City estimates it will receive \$600,000 in entitlement funds in 2022, plus rollover funds from the prior 2020 and 2021 program years and CDBG-COVID allocations. HUD will notify the City of its total allocation sometime between late 2021 and the first quarter of 2022. For this reason, the recommended awards included in the 2022 AAP, as well as this staff report, represent estimates and an AAP Amendment may be required once the final City allocation amount is received.

CDBG PROGRAM

The purpose of the CDBG program is to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for low- and moderate-income persons, households, and neighborhoods. The City has a goal of using at least 80 percent of the City's CDBG funds for activities that benefit low- and moderate-income persons.

All activities must meet one or more of the following national objectives for the program: 1) benefit low- and moderate-income persons, 2) prevent or eliminate slums or blight, or 3) meet an urgent community development need that poses a serious and immediate threat to the health or welfare of the community. To reach these objectives, CDBG funds may be used for a variety of community development activities, including acquisition of real property, rehabilitation of residential and nonresidential structures, construction of public facilities and infrastructure improvements, public services, and economic development and job creation/retention activities.

CDBG is an eligible funding source for public services, capital projects, and planning and administrative activities; however, regulatory spending caps limit how much funding may be used for certain activities. For example, no more than 15 percent of the current year entitlement funding may be used to fund public services, and no more than 20 percent may be used on planning and administration activities. Normally all rollover funding must be used for capital programs and projects; however as part of its COVID-19 response, HUD has waived this requirement for 2019 and 2020 rollover funds. As a result, four non-capital projects are proposed to be funded using 2020 rollover funds detailed in **Table 1**.

ANNUAL ACTION PLAN PROCESS:

The AAP process includes several steps.

1. The City creates a budget based on an estimate of the funding that will be available in the coming program year. This funding includes the entitlement for the year and any rollover or recaptured funds from prior years.
2. The City solicits feedback from stakeholders regarding community needs and opportunities. The stakeholders that are consulted include residents and groups that provide services to youth, seniors, low-income families, persons experiencing homelessness, persons with disabilities, and other government agencies and nonprofits that provide public services and public programs in the City.
3. The City releases a Notice of Funding Availability (NOFA) to solicit projects for the estimated CDBG funds and encourages potential CDBG recipients to submit project applications for review. The NOFA was released on July 23, 2021.
4. The City hosts a public workshop for all potential applicants and members of the public, to assist in the application process, answer questions, and provide a venue for public comment. The workshop also provides an opportunity to assess changing needs in the community. The City held the public workshop for potential applicants for the 2022 CDBG Program Year on August 6, 2021, and the workshop with members of the public on August 23, 2021.
5. To determine which projects best meet the City's priority needs and goals, applications are reviewed and scored by City staff according to a set scoring rubric that is based on

the needs and priorities established in the 2020-2024 CDBG Consolidated Plan. The Consolidated Plan is a planning document which sets priorities and goals for the CDBG program over a five-year period. Applications are also scored on performance criteria, including the ability to complete the project in a timely manner and in compliance with CDBG regulations.

6. The scored project applications are presented to City staff for consideration and recommendation. The recommended projects are included in the draft AAP with estimated budgets.
7. A draft AAP that includes an updated needs assessment, feedback collected from stakeholders, and the proposed projects identified to best meet both community needs and City goals is prepared, publicly noticed, and released to the public for a 30-day public comment period. The 2022 draft AAP was released for the public comment period starting October 1, 2021.
8. After the close of the 30-day public comment period on the draft AAP, a final AAP is presented at a public hearing for any additional public comment and Council approval. After Council approval, staff submits the final AAP to HUD for its review and approval.

Public Services:

The City received eleven public service applications. Six of these are 2022 entitlement fund applications, and the remaining five are CDBG-COVID and 2020 program year rollover funds not subject to the normal 15% public services cap. Staff recommends funding three of the 2022 entitlement projects and four of the rollover fund projects at the amounts indicated in **Table 1** below. If the City's 2022 CDBG allocation is greater than \$600,000 as conservatively estimated, 15% of that additional amount will be split evenly between the Group Mentoring Initiative and the Senior Nutrition Program. The allocations for the remaining rollover funds projects are expected to be the final allocations of CDBG-COVID and other rollover funding not subject to the 15% public services cap.

Table 1: Public Services - 2022 Applications and Recommended Funding Awards

Organization and Program	2021 Funding	2022 Requested Amount	2022 Recommended Awards
Folsom Cordova Community Partnership – Group Mentoring Initiative	\$43,699	\$49,744	\$37,272*
Meals on Wheels – Senior Nutrition Program	\$42,000	\$56,000	\$42,000*
Sacramento Self-Help Housing – Renter's Helpline	\$17,100	\$18,253	\$10,728**
Sacramento Self-Help Housing – Housing Counseling	\$25,277	\$47,198	\$0
LaCar's Legacy – Your World Your Canvas Puppetry Arts	N/A	\$12,500	\$0
Housing and Economic Rights Advocates – Financial Stability Legal Services	N/A	\$20,000	\$0
<i>(Rollover funds project)</i> Folsom Cordova Community Partnership – COVID-19 Relief	\$150,000	\$120,696	\$87,674

Safety Net Services			
<i>(Rollover funds project)</i> Boys and Girls Club – Keeping Kids Connected-Together!	\$62,414	\$54,034	\$54,034
<i>(Rollover funds project)</i> She Builds Sacramento – The Empowered Life Community Program	N/A	\$69,555	\$15,000
<i>(Rollover funds project)</i> Sacramento Self Help Housing – Renter’s Helpline Outreach	N/A	\$17,668	\$17,668
<i>(Rollover funds project)</i> Sacramento Self Help Housing – Emergency Housing Financial Support	\$20,000	\$20,000	\$0
TOTAL		\$485,648	\$264,376

*These two projects will evenly split 15% of the allocation to the City over \$600,000.

**\$7,525 of this project is recommended to be funded through Planning and Administration for Fair Housing Services. This brings the total award up to the requested \$18,253.

Planning and Administration

Planning and administration activities for the 2022 CDBG program year include managing the CDBG budget, collecting and reporting quarterly reports from the CDBG recipients, completing the required environmental, labor compliance, and financial reports, preparing and submitting the Consolidated Annual Performance Evaluation Report (CAPER), and day-to-day program administration. The City expects to have about \$120,000 available for program planning and administration. From this amount, Staff recommends continuing to fund Sacramento Self Help Housing’s Fair Housing program in the amount of \$7,525.

Capital Programs and Projects

The City estimates that \$390,000 in 2022 entitlement funding will be available for capital programs and projects.

The City received four capital program and project applications. The applications were scored against a set rubric with a sliding scale that evaluated each project and program against criteria that included financial stability, readiness to proceed, and ability to meet CDBG requirements.

The ranked applications were provided to City management staff for review and evaluation to see how the applications ranks against established City goals. All four applications are recommended for funding as listed in **Table 2** below. The following levels are provided for Council discussion. 65% of additional funding received by the City above the \$600,000 estimate would be allocated to Rebuilding Together Sacramento’s Critical Repair Program to bring that project up to its requested amount.

Table 2: Capital Programs - 2022 Applications and Recommended Funding Awards

Capital Programs and Projects	Requested Amount	Recommended Award
City of Rancho Cordova - Rental Housing Inspection Program	\$51,000	\$51,000
City of Rancho Cordova - General Code Enforcement Program	\$51,000	\$51,000
Rebuilding Together Sacramento - Critical Repair	\$350,000	\$282,386

Program		
Cordova Recreation and Parks District – Lincoln Village Park Accessible Swings	\$5,614	\$5,614
TOTAL	\$457,614	\$390,000

Funding recommendations are based on conservative estimates of both the projected entitlement allocation and the amount that might be available from prior year rollover. The City may elect to increase funding awards if additional funds become available, or additional funding may be awarded to other activities listed above in the Program Applications scoring table. The City may wish to consider a mid-year substantial amendment, should a change in funding be deemed appropriate.

FISCAL IMPACT

The CDBG program planning and administration allocation covers the cost of administering the program, plus fair housing services. The public service grants are made to organizations that have diversified funding sources and are able to provide consistent services despite minor fluctuations in the CDBG fund. The capital programs and projects funding allow for the cost of both the actual activity and the costs of enforcing Davis Bacon labor standards and National Environmental Protection Act (NEPA) clearances. The table below shows the funding to be received in 2022 and how that funding fits into the CDBG funding categories.

There is no expected impact on the City's General Fund.

CDBG Category	CDBG Budget
Planning and Administration	\$120,150 (including \$150 in CDBG-CV rollover)
Public Services	\$264,376 (including \$174,376 in 2020 CDBG and CDBG-CV rollover)
Capital Programs and Projects	\$390,000
TOTAL	\$774,526 (includes approx. \$174,526 in rollover funds)

ATTACHMENT(S)

1. Resolution
2. 2022 Annual Action Plan
3. Third Amendment to the 2020 Annual Action Plan
4. 2022 CDBG Annual Action Plan Presentation

CITY OF RANCHO CORDOVA**RESOLUTION NO. XX-2021****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE ADOPTION OF THE 2022 ANNUAL ACTION PLAN AND THE THIRD
AMENDMENT TO THE 2020 ANNUAL ACTION PLAN FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the Community Development Block Grant (CDBG) Program, authorized pursuant to Title 1 of the Housing and Community Development Act of 1974 (Act), as amended, requires that entitlement jurisdictions provide for the issuance of funds in order to attain the objective of providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG program; and

WHEREAS, HUD requires that entitlement jurisdictions complete a plan for expending the funds on eligible activities, referred to as the Annual Action Plan (AAP); and

WHEREAS, there has been presented to, and reviewed by this City Council, the 2022 AAP and Third Amendment to the 2020 AAP, which describes programs to be funded, in compliance with the goals and objectives of the 2020-2024 Consolidated Plan; and

WHEREAS, there has been presented to, and reviewed by this City Council, certifications to the U.S. Department of Housing and Urban Development (HUD), including those regarding affirmatively furthering fair housing, anti-displacement and relocation requirements, drug free workplace requirements, anti-lobbying rules, authority of jurisdiction, consistency with strategic plan, compliance with citizen participation obligations, consistency with the 2020-2024 Consolidated Plan, eligible use of funds, prohibition of excessive force, compliance with anti-discrimination laws, and lead-based paint; and

WHEREAS, the 2022 AAP, the Third Amendment to the 2020 AAP, and a notice of the 30-day public comment period have been published for citizen comment prior to forwarding the documents to City Council for approval; and

WHEREAS, the City is expecting notification of a 2022 CDBG allocation in the amount of approximately \$600,000 from HUD, and is awaiting the annual application form (Standard Form 424); and

WHEREAS, the City has \$174,526 in unexpended rollover funds from the 2020 AAP and CDBG-COVID programs (all included within the 2020 AAP) yet to be reallocated; and

WHEREAS, the City Council held a public hearing on November 1, 2021, to provide an opportunity for the public to comment and to approve of the 2022 AAP and Third Amendment to the 2020 AAP.

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

ITEM 10.1.

ATTACHMENT 1

1. Approves the adoption of the Resolution which approves:
 - a. The 2022 Annual Action Plan, and the Third Amendment to the 2020 Annual Action Plan which includes additional public services projects responding to the COVID-19 crisis, which will serve as the CDBG budget from January 1, 2022 through December 31, 2022;
 - b. Certifications required by HUD that state the City of Rancho Cordova will continue to conduct its activities in accordance with applicable statutes and regulations governing the CDBG program as identified in the Certifications in Appendix A of the 2022 Annual Action Plan.
2. Authorizes the City Manager, or his designee, to take all actions and to execute and/or file all documents reasonably necessary to implement the above-referenced amendments including, without limitation, taking such actions and executing and/or filing such documents as are reasonably necessary to receive HUD CDBG funding for and on behalf of the City of Rancho Cordova, and to make any reasonably necessary revisions or changes to those documents.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

City of Rancho Cordova

Draft 2022 Annual Action Plan

Community Development Block Grant (CDBG)

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Rancho Cordova (City) is located in Sacramento County (County), California, and lies approximately 13 miles east of the state's capital city, Sacramento. Rancho Cordova was incorporated in 2003 and has a population of approximately 73,147 people as of 2019 (2019 ACS 5-Year Estimates). The City became a US Department of Housing and Urban Development (HUD) entitlement jurisdiction in 2006 and currently receives one HUD-funded grant through entitlement, the Community Development Block Grant (CDBG). In 2017, the City became part of the Sacramento County HOME Consortium whereby Sacramento County, as lead agency, became administrator of the City's annual HOME Investment Partnerships (HOME) grant allocation.

Every five years, HUD requires that entitlement jurisdictions create a five-year plan, known as the Consolidated Plan, which outlines the use of CDBG, HOME, Emergency Solutions Grant (ESG), and other housing and community focused funding provided by HUD. Each year of the five-year Consolidated Plan, the jurisdiction must create an Annual Action Plan, which serves as a one-year plan for the City's CDBG program to help address community development and low- and moderate-income community needs.

This 2022 Annual Action Plan covers the performance period of January 1, 2022, to December 31, 2022, and implements the third year of the City's 2020-2024 Consolidated Plan. The City's Community Development Department is responsible for implementing both the Consolidated and Annual Action Plans.

The Sacramento Housing and Redevelopment Agency (SHRA) administers and implements the HOME Consortium's annual HOME funding allocation.

The City anticipates receiving approximately \$600,000 for its 2022 allocation of CDBG funding from HUD. The official 2022 CDBG allocation is anticipated to be announced in spring 2022. The City plans to use a variety of funding sources to meet its housing and community development needs, including Community Enhancement Funds and other resources as they become available.

2. Summarize the objectives and outcomes identified in the Plan

The Community Development Needs identified in the Needs Assessment of the City's 2020-2024 Consolidated Plan were collected through a community survey, consultations with local agencies, various outreach events, and a conglomeration of online data sources. Through this data collection and outreach, the City estimates its housing needs for the next five-year plan period. As population size, characteristics, and needs change, public services shift to address these changes as well. The City conducted extensive outreach to residents, community leaders, community advocates, City organizations, and entities and public agencies from surrounding areas. From the feedback received from this outreach and data collection, the City shaped its priority needs for low-income and community development initiatives within Rancho Cordova. The City pulled additional data and information from various sources, such as the US Census, Community Planning and Development maps, and the California Employment Development Department, to more thoroughly identify needs for public services.

The City's CDBG program objectives and outcomes for this planning period (January 1, 2022–December 2022) are primarily directed at providing needed services for youth, individuals, and families at risk of homelessness; services for seniors in the community; improving accessibility to community facilities; enhancing conditions for existing housing through code enforcement and rental housing inspections; and supplying funding to give low-income residents a chance to make health- and safety-related repairs to their homes. These objectives align closely with the feedback that the City received from community stakeholders and past public service program participants that were interviewed during the completion of this plan. Please see **Attachment A** to view the questions and responses that were gathered during the 2022 Annual Action Plan's community engagement efforts.

On November 1, 2021, City Council will consider approving this Annual Action Plan, as well as the activities and projects that will be funded for the 2022 program year. The City's draft funding recommendations fund three public services providers who will use CDBG funds to administer four programs, which are expected to benefit approximately 675 unduplicated individuals in the 2022 program year. The proposed 2022 public service providers and programs are as follows:

- (1) Folsom Cordova Community Partnership's Group Mentoring Initiative, which supports youth and improves community involvement through intensive youth mentoring.
- (2) Meals on Wheels' Senior Nutrition Services, which takes hot meals or frozen heat-and-serve meals to homebound seniors and provides lunch to seniors at the Cordova Senior Center.
- (3) - (4) A collaborative team has been developed between Sacramento Self-Help Housing, Rental Housing Association, and Project Sentinel to reduce housing discrimination, promote public awareness of fair housing laws and rights, and assist persons with disabilities. This team will provide a telephone hotline, tenant education and housing assistance, and mediation services for Rancho Cordova residents in a housing crisis or dispute. Sacramento Self-Help Housing will deal directly with concerns about tenant/landlord disputes, while fair housing issues will be identified and referred to Project Sentinel.

These organizations will provide two programs for the 2022 Annual Action Plan year:

- (3) Renter's helpline to offer housing counseling services, as well as helping to settle tenant/landlord disputes and housing discrimination cases.
- (4) Renter's helpline/fair housing services to reduce housing discrimination, promote public awareness of fair housing laws and rights, and assist persons with disabilities.

The City proposes to fund various capital improvement projects and programs to benefit the community. This draft plan anticipates the following activities:

- (1) Rental Housing Inspection Program, in which the City Neighborhood Services Department inspects rental units in CDBG target areas to find and correct code violations in order to preserve available quality housing for the community.
- (2) Code Enforcement Program, in which City Code Enforcement officials enforce the City's code in CDBG target areas regarding issues such as blight removal and nuisance abatement.
- (3) Rebuilding Together Sacramento's Critical Repair Program, which provides urgently needed repairs to homes that are primarily located in the CDBG target area.
- (4) Cordova Recreation and Park District's Accessible Swings Project, which will replace existing bucket swings at Lincoln Village Community Park with accessible molded-back swings.

3. Evaluation of past performance

The 2020 Consolidated Annual Performance and Evaluation Report (CAPER) was submitted to HUD in April 2021 and is still under review.

Past performance by subrecipients is taken into consideration when scoring and selecting activities to fund. Subrecipients that do not show improvement are either not funded or receive less funding over time.

4. Summary of Citizen Participation Process and consultation process

The City initiated several efforts aimed at conducting community outreach and facilitating citizen participation during the drafting of this 2022 Annual Action Plan.

Outreach included local newspaper announcements for meetings and hearings, which all met proper noticing requirements; publications on the City's website for upcoming CDBG activities; interviews with recipients of CDBG-funded programs and other community stakeholders; a community needs survey; and a public meeting to solicit community feedback (refer to **Attachment A** for full comments/results).

As mentioned above, the City conducted multiple stakeholder consultations with local service providers to solicit professional feedback in the areas of housing, homelessness, social services, senior populations,

disabled populations, youth populations, and persons living with HIV/AIDS. Please refer to the Process section (AP-10) of this plan for more information on the consultations that were completed.

The following is a timeline of the citizen participation that was conducted in preparation of the 2022 Annual Action Plan:

- On June 29, 2021, CDBG staff invited residents to complete a community needs survey.
- On July 9, 2021, the City posted a notice at City Hall, online, and in the local newspaper of a Notice of Funding Availability (NOFA) release for 2022 CDBG funds and a NOFA workshop.
- Between July 8 and August 4, 2021, CDBG staff conducted stakeholder consultations with various local service providers and nonprofits.
- On August 6, 2021, City staff facilitated a NOFA workshop to review scoring criteria for applicants and posted a notice at City Hall, online, and in the local newspaper for a public meeting on August 23, 2021, to solicit community feedback.
- On August 23, 2021, the City held a public meeting to solicit feedback regarding community needs for the 2022 Annual Action Plan.
- On September 17, 2021, the City posted a notice at City Hall, online, and in the local newspaper of a 30-day public review and comment period that would begin October 1, 2021, for the 2022 Annual Action Plan.
- On October 1, 2021, the City released the draft 2022 Annual Action Plan .
- On October 14, 2021, the City will post a notice at City Hall, online, and in the local newspaper of a November 1, 2021 public hearing to consider adopting the draft 2022 Annual Action.
- On November 1, 2021, the City will hold a public hearing to consider adopting the draft 2022 Annual Action Plan.

5. Summary of public comments

To be updated once public comment period has ended.

6. Summary of comments or views not accepted and the reasons for not accepting them

To be updated once public comment period has ended.

7. Summary

This 2022 Annual Action Plan will work as a guide in implementing the priorities, activities, and goals for the CDBG program between January 1, 2022, and December 31, 2022. These priorities, activities, and goals were shaped by a conglomeration of community participatory feedback, area-focused demographical data collection and analysis, community stakeholder involvement, consideration of countywide goals and policies, and feedback solicited from Rancho Cordova's City Council.

AP-05 Lead & Responsible Agencies - 91.200(b)**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	RANCHO CORDOVA	Community Development Department - Housing Division
HOME Consortium Administrator	COUNTY OF SACRAMENTO (administered through Sacramento Housing and Redevelopment Agency)	Sacramento Housing and Redevelopment Agency - Development Department/Finance

Table 1 – Responsible Agencies

Narrative

The City of Rancho Cordova's Community Development Department currently serves as the lead agency for overseeing and implementing the Consolidated Plan process as well as administering CDBG funds. The Community Development Department was initiated in 2015, and includes the Planning Department, Building and Safety Department, and the Housing Division, which manages the City's CDBG funds. The CDBG program was managed by the Housing Division under the Economic Development Department prior to 2015.

For the HOME Consortium, the County of Sacramento is the lead agency and delegates administrative responsibilities to a County agency called the Sacramento Housing and Redevelopment Agency (SHRA). SHRA implements HOME Investment Partnership funds on behalf of the City and other jurisdictions in the County.

Consolidated Plan Public Contact Information

City of Rancho Cordova
Community Development Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8700

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**1. Introduction**

The City of Rancho Cordova consulted with several local service providers to help identify local needs and evaluate opportunities for partnerships and improved coordination for the 2022 Annual Action Plan (see **Attachment A**). The City will also invite public comment through a 30-day public comment period and a public hearing for the approval of the draft Annual Action Plan. The following sections discuss the consultation process, the public comment process, and the planned coordination efforts for the 2022 Annual Action Plan cycle.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City's Housing Division is striving to improve the City's affordable housing stock and continues to improve coordination for initiatives aimed at increasing the supply of affordable housing in the region. Recently, the City has focused its efforts through various programs to renovate existing structures and build new affordable units for families, senior citizens, and disabled individuals.

The City's Homeless Outreach Team (HOT) is one of the ways in which the City helps to connect homeless individuals and at-risk homeless individuals with needed services. HOT is composed of two officers, code enforcement, and the City's Homeless Navigator. The team also builds relationships with homeless individuals and families to assist them in finding services, education, and resources to help them become self-sufficient.

The City cooperates with SHRA in ensuring that public and voucher-supported housing in the City is safe, habitable, and fully occupied whenever possible. Other collaborative partners include Sacramento Self-Help Housing, which works with the City, mental and general health providers, and other service agencies to help households in need find suitable housing. The City regularly looks for opportunities to improve communication and connect service providers and housing providers to help leverage services, reduce service burden due to repeat clientele, and ensure that persons with housing and service needs are directed to the correct providers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Sacramento Steps Forward is the nonprofit group that manages the regional Continuum of Care. The City cooperates with Sacramento Steps Forward whenever possible, including providing support at County Board of Supervisors meetings and promptly responding to requests for data, and through ongoing participation in the public Continuum of Care discussions. The proximity of the Mather Veterans Hospital and the Veterans Village housing project and availability of other services for veterans, such as Stand Down (which provides critical life services to homeless veterans) and the Veterans Resource

Centers of America, all make the City an ideal partner in addressing the problems facing homeless veterans. Additionally, the City's lead CDBG program staff is a member of the Continuum of Care and coordinates the City's CDBG housing and community development efforts to be aligned with the Continuum's most recent updates and goals.

The City also partners with the Child Protective Services Division and the Senior and Adult Services Division of the Sacramento County Department of Child, Family and Adult Services, including providing on-site workspace for a child welfare worker in the City Police Department offices. The Folsom Cordova Unified School District and the Child Protective Services Division assist in identifying homeless families. Sacramento Self-Help Housing, along with other services provided through the Continuum of Care, helps identify housing resources. The City has engaged in several cross-agency and cross-skill set team-building and problem-solving efforts to improve communication and identify opportunities to connect people with the available services as efficiently as possible.

Finally, the Rancho Cordova Homeless Assistance Resource Team (HART) continues to work with Sacramento Self-Help Housing to specifically address the problem of homelessness in Rancho Cordova. Most homeless resources and assistance groups are either located in the City of Sacramento or clustered in distant parts of Sacramento County. Homeless people in Rancho Cordova must first find transportation in order to have access to these resources. HART is working to bring more resources into the Rancho Cordova community to address homelessness where it is happening.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

Sacramento Steps Forward administers both the Continuum of Care and the Homeless Management Information System (HMIS); Sacramento County manages the available ESG funds for the Sacramento region. The City does not receive ESG funds.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Folsom Cordova Community Partnership
	Agency/Group/Organization Type	Services – Children Services – Employment Housing
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Strategy Anti-Poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff met with Folsom Cordova Community Partnership on July 21, 2021, to discuss the needs of families in the community. The partnership indicated that there was a need for financial empowerment services, childcare, and affordable housing. This will inform the City's priorities related to youth and families in the future.
2	Agency/Group/Organization	Sacramento Self-Help Housing
	Agency/Group/Organization Type	Housing Services – Fair Housing Services – Homeless
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Strategy Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff met with Sacramento Self-Help Housing on July 20, 2021, to discuss the housing needs of Rancho Cordova. Sacramento Self-Help Housing indicated that there is a difficulty locating housing for persons experiencing homelessness and that more housing is needed in the community. This will inform the City's future priorities related to housing.
3	Agency/Group/Organization	One Community Health

	Agency/Group/Organization Type	Publicly Funded Institution/System of Care Health Agency Services – Health Services – Persons Living with HIV/AIDS
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff met with One Community Health on July 8, 2021, to discuss the needs of persons living with HIV/AIDS. One Community Health identified the problems experienced by substance abusers and men of color diagnosed with HIV. This will inform the City's priorities related to HIV/AIDS.
4	Agency/Group/Organization	Rebuilding Together Sacramento
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Rebuilding Together Sacramento provided CDBG staff with a written response to the City's consultation request that included feedback related to the housing and rehabilitation needs of the City's housing stock. This will inform the City's CDBG priorities related to housing.
5	Agency/Group/Organization	Sacramento Housing Alliance
	Agency/Group/Organization Type	Housing Planning Organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff held two meetings with the Sacramento Housing Alliance and other community members on July 27 and August 4, 2021. The alliance provided feedback related to equitable provision of services to Rancho Cordova residents. This feedback will shape the City's future engagement strategy.
6	Agency/Group/Organization	Volunteers in Neighborhood Services (VINS)
	Agency/Group/Organization Type	Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG staff attended a VINS meeting on August 5, 2021, where VINS members provided feedback on community needs of seniors and the performance of the CDBG program. This will inform the City's future CDBG priorities and processes.
7	Agency/Group/Organization	Resources for Independent Living
	Agency/Group/Organization Type	Housing Services – Persons Living with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Resources for Independent Living provided a written response to the City's consultation request that included feedback regarding housing and services for persons with disabilities. Their feedback will inform the City's CDBG priorities related to these services.

Identify any Agency Types not consulted and provide rationale for not consulting

All agencies were included in the consultation process and many opportunities were provided for them to participate, including a public meeting and one-on-one interviews or emailed questions. No agencies were excluded from this public consultation process; however, the City focused its one-on-one interview efforts on agencies serving HUD priority populations and whose services represented the highest priority needs within the City. The City did not meet with organizations related to broadband internet, narrowing the digital divide, managing flood-prone areas and public land/water resources, or emergency management agencies due to time and staff constraints. The City will make every effort to include these agencies in consultations for future Annual Action Plans and Consolidated Plans.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Sacramento Steps Forward	Both plans work to address issues leading to homelessness and to assist persons and families experiencing homelessness in the region.
Housing Element	City of Rancho Cordova	The Housing Element is intended to help identify and plan for housing needs in the City, including very low- and low-income housing.
Sacramento Valley Regional Analysis of Impediments to Fair Housing Choice	SHRA	The plan helps inform the needs and goals around housing and provides resident perspectives through extensive community engagement.

Table 3 - Other local / regional / federal planning efforts**Narrative**

The City will continue to coordinate with service providers, stakeholders, public agencies, and organizations that specialize in public and assisted housing sectors, as well as various other special needs services on a local and regional scale. The City aims to continuously grow its relationships and communications with local professional organizations and entities to best address the priority needs of the jurisdiction and surrounding areas.

AP-12 Participation - 91.401, 91.105, 91.200(c)**1. Summary of citizen participation process/Efforts made to broaden citizen participation****Summarize citizen participation process and how it impacted goal-setting**

The City completed public meetings, outreach, and noticing as required by the City's Citizen Participation Plan. All public participation processes were made available to the public. Additionally, staff conducted community outreach with public service program recipients. Public comment received during the outreach for this Annual Action Plan can be found in the Executive Summary section (AP-05). Several stakeholder consultations were held and are summarized in the consultation section above.

Survey responses identified the need for increased support for low-income persons and households, including the elderly, disabled, and homeless. There was also heavy emphasis on the need for mental health services to respond to the growing need caused by the COVID-19 pandemic.

Consultation responses from service providers identified the need for additional funding and better access to mental health services and other health care. They also identified the need for affordable and accessible housing, childcare services, senior services, and services/shelter for persons experiencing homelessness. Consultations also identified the need for more equitable community engagement and service provision as well as more detailed tracking of CDBG accomplishments (specifically by race, ethnicity, and gender/gender identity).

Citizen Participation Outreach:

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response /attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Survey	Non-targeted/broad community	Between July 1 and July 30, 2021, six survey responses were received from community members	Emphasized need for homeless services, resources to recover from pandemic, affordable housing, and mental health services. See Attachment A.	All comments were accepted.	N/A
2	Newspaper Ad	Stakeholders, service providers	Public noticing for the NOFA workshop	No comments received.	N/A	N/A
3	Consultation with Local Organizations and Governing Bodies	Stakeholders, service providers	Between July 8 and August 4, 2021, seven stakeholder organizations and 10 stakeholders were interviewed	Emphasized needs for services and better outreach. See Attachment A.	All comments were accepted.	N/A
4	NOFA Workshop	Stakeholders, service providers	On August 6, 2021, three community stake holders attended the NOFA workshop	No comments received.	All comments were accepted.	N/A
5	Newspaper Ad	Non-targeted/broad community	Public noticing for the public meeting	No comments received.	N/A	N/A
6	Public Meeting	Non-targeted/broad community	On August 23, 2021, four community members attended the public meeting	Emphasized need for reliable/affordable internet access, vocational training, and better outreach. See Attachment A.	All comments were accepted.	N/A
7	Newspaper Ad	Non-targeted/broad community	Public noticing for the 30-day review period	No comments received.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response /attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	30-Day Review Period	Non-targeted/broad community	TBD	TBD	TBD	https://www.cityoffranchocordova.org/departments/community-development/housing/community-development-block-grant
9	Newspaper Ad	Non-targeted/broad community	Public noticing for the public hearing	TBD	TBD	N/A
10	Public Hearing	Non-targeted/broad community	On November 1, 2021, City Council will review and consider approving the 2022 Annual Action Plan	TBD	TBD	http://www.cityoffranchocordova.org/government/city-clerk

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Rancho Cordova has been successful over the last several years at finding and applying for alternative funding sources to help meet affordable housing development needs. These sources have included tax credits, infrastructure infill grants, sustainable community grants, veterans housing grants, and, for the single-family owner-occupied housing rehabilitation program, CalHome funding. The City has also pursued other State of California housing funds whenever they seemed appropriate. The City will continue to expand its funding sources by researching and seeking additional funding opportunities.

The City receives approximately \$300,000 in HOME funds through lead agency County of Sacramento. The City does not currently receive ESG or other HUD funds directly from the federal government or from the State of California.

The City anticipates receiving approximately \$600,000 in CDBG funding for the 2022 plan year. This anticipated allocation is based on prior year entitlement allocations that the City has received from HUD and is only an estimate. This Annual Action Plan contains draft award amounts for each activity that is proposed to be selected for funding during the 2022 program year. The final allocation amounts will be selected based on City Council's recommendations, a competitive application scoring process, and the contingency provisions outlined later in this plan. For a detailed description of explanations behind draft allocations, refer to section AP-35.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Admin and Planning Housing Preservation Public Improvements Public Services	\$600,000	\$0	TBD	\$600,000	\$1,200,000	The City receives approximately \$600,000 in CDBG funds each year of the five-year Consolidated Plan cycle (approx. \$3,000,000 total). An estimated \$1,200,000 will be received for the remainder of the Consolidated Plan cycle. The City anticipates receiving no program income at this time.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds require additional regulation, labor compliance standards, and administration that can add a significant cost burden to a new affordable housing project or a rehabilitation project. Unless the available funding sufficiently offsets the additional cost and labor burden inherent in federal funds, it can actually be damaging to a project budget to include CDBG or HOME as funding sources. For new construction and large-scale rehabilitation of affordable housing, the City prefers to pursue funding that does not significantly increase the building cost, unless there are sufficient federal funds to benefit the project's bottom line. The CDBG allocation to the City does not add sufficient value to offset the increased costs for most of the City's affordable housing development efforts. Therefore, the City focuses CDBG funding either on projects that are already burdened with federal reporting requirements or on projects where there is no other viable funding source, and the project can be completed with the available CDBG funding. The City's CDBG program does not have any matching requirements.

With respect to public service projects funded with CDBG funds, to best leverage the City's available resources, the City will continue to look for opportunities to layer private and non-federal resources with federal resources and to require that CDBG subrecipients demonstrate sufficient committed non-CDBG funding, so that projects and services will have the best results for the community and the low- and very low-income residents they are intended to serve. These sources include tax credits, infrastructure infill grants, sustainable community grants, veterans housing grants, and, for the single-family owner-occupied housing rehabilitation program, CalHome funding. The City has also pursued other State of California housing funds whenever appropriate.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City uses publicly owned land and property to support CDBG-funded administrative, planning, and project activities. The City also uses City vehicles, which are used for the CDBG-funded code enforcement and rental housing inspection activities to transport the code enforcement officers to the sites that are being inspected. Additionally, City Hall equipment is used to administer the day-to-day activities of planning and administration for the CDBG program.

The Folsom Cordova Community Partnership uses public school district property to hold mentor initiative classes for its youth programs, while the Meals on Wheels Senior Nutrition program uses the City's Senior Center, which is owned by the Park District, to provide hot meals to seniors. In the future, the City plans to use City-owned property to build affordable housing developments.

Discussion

The City intends to use CDBG funds to support programs and projects that can best benefit from the additional funding. Because the City's CDBG allocation is limited, the City plans to complete the costlier housing improvements and production through partnerships and the use of alternative funds.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Table 6 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Child and Youth Services	2020	2024	Non-Homeless Special Needs	Citywide	Child and Youth Services Programming	\$37,272	Public service activities other than Low/Moderate Income Housing Benefit: Folsom Cordova Community Partnership will benefit an estimated 74 individuals through youth mentoring services

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Senior and Disability Services	2020	2024	Non-Homeless Special Needs	Citywide	Senior and Disability Services	\$42,000	Public service activities other than Low/Moderate Income Housing Benefit: Meals on Wheels will benefit 156 individuals by providing food to seniors
3	Homelessness Prevention	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs	Citywide	Homelessness Prevention	\$10,728	Public service activities for Low/Moderate Income Housing Benefit: Sacramento Self-Help Housing renters helpline: 445 individuals

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Facilities	2020	2024	Non-Housing Community Development	CDBG target area	Public Facilities	\$5,614	Public facility or infrastructure activities other than Low/Moderate Income Housing Benefit: Lincoln Village Accessible Swings Project will benefit approximately 5,800 residents with accessibility improvements

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Housing Preservation Program	2020	2024	Affordable Housing Non-Housing Community Development	CDBG target area	Acquisition & Rehabilitation	\$384,386	Homeowner Housing Rehabilitated: Rebuilding Together Sacramento will repair 16 housing units with its critical repair program Housing Code Benefit: The City's Code Enforcement Program will benefit 2,500 households through code enforcement About 2,500 households will benefit from the Rental Housing Inspection Program
6	Program Administration	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs Program Administration	Citywide	Acquisition & Rehabilitation Homelessness Prevention Child and Youth Services Programming Senior and Disability Services Public Facilities	\$120,000	General CDBG and CDBG-CV program administration and planning.

Goal Descriptions

1	Goal Name	Child and Youth Services
	Goal Description	After-school programming, youth mentoring; school, health and food supplies; other services to assist at-risk and low-income youth
2	Goal Name	Senior and Disability Services
	Goal Description	Congregate and home-deliver meals for homebound seniors; case management and outreach for accessibility improvements; other senior and disability services
3	Goal Name	Homelessness Prevention
	Goal Description	Housing counseling; tenant-landlord mediation; housing placement services
4	Goal Name	Public Facilities
	Goal Description	Senior center, youth center, neighborhood center, community center
5	Goal Name	Housing Preservation Program
	Goal Description	Emergency repairs to address health and safety issues, accessibility improvements, maintenance assistance; rental housing inspections and code enforcement in CDBG target areas
6	Goal Name	Program Administration
	Goal Description	City staff will conduct planning and administration of its CDBG, CDBG-CV, and HOME grant funds, including reporting, monitoring, tracking budgets, labor compliance, environmental compliance, community engagement, and subrecipient coordination

AP-35 Projects - 91.420, 91.220(d)**Introduction**

The City anticipates HUD to allocate approximately \$600,000 in CDBG funds to the City for the 2022 program year. The funding allocations from HUD are usually announced in the spring of each year. CDBG project applications were received and reviewed by an independent group, as well as by City staff. Each application was scored according to criteria that the City established as part of the Consolidated Plan process. Criteria included the organization's capacity to successfully complete projects and programs, past project management performance, CDBG funding eligibility, how closely the project matched with the National Objectives laid out by HUD, and how thoroughly the projects addressed the community needs identified in the Consolidated Plan. Please refer to **Attachment D** for a copy of the application scoring rubric and application questions.

The City will continue funding health- and safety-related improvements to residents' homes, public infrastructure improvements for ADA accessibility, and public services activities with its CDBG funding, as there are relatively few other funding sources available to finance these activities. Within public services, the City prioritized activities serving seniors and youth, fair housing support, and homelessness prevention.

Funding amounts provided in the paragraphs and table below are only estimates, pending City Council approval, as well the announcement of final 2022 CDBG allocations in spring 2022. Once City Council approves this plan and the City receives final HUD awards, the estimated amounts in the "Project Summary" table below will follow the contingency guidelines outlined in the following paragraphs.

Contingency Guidelines:

Once the City receives the final allocation amount in spring 2022, 15 percent of additional funds will go towards Public Services projects, and specifically, to be split evenly between Meals on Wheels and Folsom Cordova Community Partnership. The remaining additional funds will be allocated to Housing Preservation Program, and specifically Rebuilding Together Sacramento. These additional funds are allocated based on higher application scores. If the final allocation is less than \$600,000, then public service and capital improvement projects will be proportionally decreased from estimated funding levels to match actual allocation amounts.

Funding amounts in the table below are based on scoring criteria from the submitted program applications, as well as staff recommendations. The Renters Helpline and Fair Housing Services activities are coordinated through a regional service contract and therefore are a high priority for funding.

#	Project Name
1	Housing Preservation Program
2	Public Services
3	Public Facilities
4	Planning and Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities are allocated first by priority needs identified in the consolidated plan and adjusted annually from community engagement feedback received, second by the availability of sufficient resources to support a successful program or project, and third by the availability of local service providers to respond to the needs. The primary obstacle to addressing underserved needs is a shortage of resources, primarily funding.

AP-38 Project Summary

Project Summary Information

1	Project Name	HP-22 Housing Preservation Program
	Target Area	CDBG target area
	Goals Supported	Housing Preservation Program
	Needs Addressed	Acquisition & Rehabilitation
	Funding	CDBG: \$384,386
	Description	Rental housing inspections and code enforcement in CDBG target areas to find and correct code violations, and rehabilitation of low-income owner-occupied housing to prolong housing habitability.
	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5,000 households in the low-income CDBG target area will receive code/rental housing inspections; 16 housing units, primarily located in the CDBG target area, will receive roof and critical systems repair assistance from Rebuilding Together Sacramento.
	Location Description	Rental housing inspection and code enforcement activities will be conducted in the CDBG target area. Critical repairs will be provided to low-income homeowners citywide.
2	Planned Activities	Neighborhood Services: Rental Housing Inspection Program (15/LMA) – \$51,000 – Inspect rental units for health and safety violations. (2,500 households) Neighborhood Services: Code Enforcement Program (15/LMA) – \$51,000 – General code enforcement to support the health and safety of the community. (2,500 households) Rebuilding Together Sacramento: Critical Repair Program (14A/LMH) – \$282,386 – Roof and critical repairs to low-income households. (16 households)
	Project Name	PS-22 Public Services
	Target Area	CDBG target area

Goals Supported	Homelessness Prevention Senior and Disability Services Child and Youth Services
Needs Addressed	Homelessness Prevention Child and Youth Services Programming Senior and Disability Services
Funding	CDBG: \$90,000
Description	Public services for youth, seniors, and persons and households at risk of homelessness.
Target Date	12/31/2022
Estimate the number and type of families that will benefit from the proposed activities	Approximately 230 individuals will benefit from youth and senior targeted public services from Folsom Cordova Community Partnership and Meals on Wheels; 445 individuals will benefit from housing public services from Sacramento Self-Help Housing.
Location Description	Citywide
Planned Activities	Folsom Cordova Community Partnership: Youth Mentoring Program (05D/LMC)– \$37,272 – Group Mentoring Initiative – Provide youth support and improve community involvement through intensive one-on-one youth mentoring. (74 individuals) Meals on Wheels: Senior Nutrition Program (05A/LMC) – \$42,000 – Take hot meals or frozen heat-and-serve meals to homebound seniors and provide lunch to seniors at the Cordova Senior Center. (156 individuals) Sacramento Self-Help Housing: Renters Helpline (05J/LMC) – \$10,728 – Respond to requests from Rancho Cordova residents who are in danger of becoming homeless due to conflicts with their landlord or property manager and are seeking assistance. Provide fair housing referrals for households potentially experiencing discrimination. (445 individuals)

3	Project Name	PF-22 Public Facilities
	Target Area	CDBG target area
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$5,614
	Description	Improve public facilities in the CDBG target area.
	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 5,800 residents reside within one-half mile of Lincoln Village Community Park and would benefit from the installation of ADA-accessible swings.
	Location Description	CDBG target area.
	Planned Activities	Cordova Recreation and Parks District: Accessible Swings Project (03F/LMA) – \$5,614– Replace existing bucket swings at Lincoln Village Community Park with accessible molded-back swings (1 public facility/5,800 individuals).
4	Project Name	PA-22 Planning and Administration
	Target Area	Citywide
	Goals Supported	Child and Youth Services Senior and Disability Services Homelessness Prevention Public Facilities Housing Preservation Program Program Administration

Needs Addressed	Acquisition & Rehabilitation Homelessness Prevention Child and Youth Services Programming Senior and Disability Services Public Facilities
Funding	CDBG: \$120,000
Description	General administration of the CDBG, CDBG-CV, and HOME program, including all planning and reporting activities. Some fair housing services will also be provided.
Target Date	12/31/2022
Estimate the number and type of families that will benefit from the proposed activities	Provide administration and support for all CDBG, CDBG-CV, and HOME programs, including all planning and reporting activities.
Location Description	Citywide CDBG target area
Planned Activities	Provide general administration of the CDBG, CDBG-CV, and HOME programs, including all planning and reporting activities. Planning and Administration (21A) - \$102,475 – General CDBG and CDBG-CV program administration and planning. Sacramento Self-Help Housing: Fair Housing Services (21D) - \$7,525 – Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating discrimination complaints. HOME Administration (21H) - \$10,000 – Complete annual compliance monitoring for HOME-funded activities.

AP-50 Geographic Distribution - 91.420, 91.220(f)**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Geographic distribution of activities is widely varied, but most take place in or near low- and moderate-income areas. As seen on the attached CDBG Target Area map (**Attachment E**), the CDBG target area is dispersed throughout the City, allowing for a spread of eligible activities. The specific location of an activity largely depends on the type of activity. Some of the City's 2022 activities, such as the programs administered by Meals on Wheels, Folsom Cordova Community Partnership, and Sacramento Self-Help Housing, are able to serve populations across the entire City, while other projects and programs are located in and provided to populations in the CDBG target area. The Rental Housing Inspection Program, Code Enforcement Program, Accessible Swings Project, and Rebuilding Together Sacramento will take place in the City's designated CDBG target areas.

Geographic Distribution

Target Area	Percentage of Funds
CDBG Target Area	81%
Citywide	19%

Table 8 - Geographic Distribution**Rationale for the priorities for allocating investments geographically**

Two activities are prioritized in the CDBG target area: The Rental Housing Inspection Program and Code Enforcement Program. These activities use a geographic boundary to track the number of units inspected, new cases opened, violations cleared, and staff hours spent in addressing housing problems in the CDBG target area.

Discussion

The City strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of gender, race, national origin, age, source of income, familial/marital status, religious affiliation, or disability. As a result, all public service programs, including senior services and youth services, will be available to residents citywide. Significant additional funding will also be used in the low- and moderate-income areas, as needed, for capital projects and programs. Because much of the existing City is in the CDBG target area, providing capital facility improvements and housing preservation services in the CDBG target area allows a significant portion of the City to receive improvements. Similar services are provided to neighborhoods outside the target area, which are funded via other funding sources.

AP-75 Barriers to affordable housing -91.420, 91.220(j)**Introduction**

According to the 2020-2024 Sacramento Valley Analysis of Impediments, some of the most significant barriers to affordable housing across all jurisdictions are:

- Segregation, which is manifested in disproportionate housing needs and differences in economic opportunity
- An increasingly limited supply of affordable rental housing units in the area
- Disparities in the ability to access homeownership
- An increase in stricter rental policies

One obstacle specific to Rancho Cordova in meeting the needs of low-income residents is the lack of available resources for services within the City's boundaries. Many services are located in the City of Sacramento or Sacramento County unincorporated areas, which are not conveniently accessible for the residents of Rancho Cordova. Additionally, local services often do not have sufficient capacity to meet current needs. To help ameliorate this obstacle, the City plans to use its CDBG funds to promote the local provision of services for low- and moderate-income residents in Rancho Cordova. Furthermore, the City will continue to work with area service providers to offer services in the community. In the 2022 program year, several organizations (including Sacramento Self-Help Housing, Meals on Wheels, and Folsom Cordova Community Partnership) will provide services in Rancho Cordova.

The City has provided services and worked to offer housing opportunities to underserved groups, including individuals experiencing homelessness and veterans with disabilities. The City continues its active participation in County efforts, the Mather Veterans Administration Hospital, and service provider initiatives to locate and develop a continuum of housing opportunities for disabled veterans.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives, and the operation of a home rehabilitation and repair program, as well as several other options. These can be found with additional detail in the City's 2021-2029 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

Discussion

The City's 2021-2029 Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated or eliminated almost all regulatory barriers as effectively as possible.

AP-85 Other Actions - 91.420, 91.220(k)**Introduction**

The Community Development Department will be responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the implementation of each year's Annual Action Plan.

City staff will administer the programs and activities funded with CDBG funds. These staff members will work with the individual City departments, such as Public Works, as well as partner districts, such as the Folsom Cordova Unified School District, to develop procedures and coordinate the administration of programs that will be carried out by these departments and districts. Designated staff will also work closely with the local providers of CDBG-funded services and programs.

While there are several constraints to meeting the needs of target-income residents, the primary obstacle is the lack of available resources for services within the City's boundaries.

Actions planned to address obstacles to meeting underserved needs

The need for affordable housing for lower-income households and supportive housing for persons with special needs continues to exceed available resources. The City has provided services and worked to offer housing opportunities to underserved groups, including individuals experiencing homelessness and veterans with disabilities. The City continues its active participation in County efforts, the Mather Veterans Administration Hospital, and service provider initiatives to locate and develop a continuum of housing opportunities for disabled veterans.

The City also plans to use its CDBG funds to promote the local provision of services for low- and moderate-income residents in Rancho Cordova. Furthermore, the City will continue to work with area service providers to offer services in the community. In the 2022 program year, several organizations, including Sacramento Self-Help Housing, Folsom Cordova Community Partnership, Meals on Wheels, and Rebuilding Together Sacramento, will provide CDBG-funded services in Rancho Cordova.

Actions planned to foster and maintain affordable housing

According to the City's 2013–2021 Housing Element, 17 housing developments in Rancho Cordova provide subsidized housing, with a total of 1,585 low- and very low-income units. Subsidized units account for approximately 7 percent of the total housing stock. The City does not have its own local housing authority. Affordable housing initiatives and properties are largely handled directly by the SHRA. The remainder of the affordable housing units that are not operated and overseen by SHRA are operated by various local nonprofits. The most prominent of these is Volunteers of America, which operates the Mather Community Campus transitional housing program, and Mercy Housing, which operates the 100 units of permanent supportive housing at the Mather Veterans Village.

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable

housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives, and the operation of a home rehabilitation and repair program, as well as several other options. These can be found with additional detail in the City's 2013–2021 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

Additionally, an affordable housing developer has applied for HOME funds from the HOME Consortium to develop a 28-unit affordable housing project called the Crossings at Woodberry. These units would be for families earning between 30 and 60 percent of the Area Median Income.

Actions planned to reduce lead-based paint hazards

The City complies with the Residential Lead-Based Paint Hazard Reduction Act of 1992 as implemented in 24 Code of Federal Regulations (CFR) 35 Subpart B. Compliance includes the following strategies:

Housing Rehabilitation: All housing rehabilitation activities funded under this plan will assess lead hazard risk before proceeding, including the planned Emergency Repair Grant Program. This applies to any work on structures constructed prior to January 1, 1978. The work will comply with the appropriate level of protection indicated in 24 CFR 35.100.

All work on homes constructed prior to January 1, 1978, will have a lead hazard risk assessment conducted as described in 24 CFR 35.110.

At the completion of any prescribed lead hazard reduction activities, a clearance examination is required as described in 24 CFR 35.110.

Actions planned to reduce the number of poverty-level families

The City continues to fund public services intended to help poverty-level families. The City's anti-poverty strategy is based on revitalizing Rancho Cordova's existing housing stock to provide safe and decent places to live, and on supporting the services of social services agencies that promote income and housing stability. The City's strategy also includes supportive services for target-income residents, including senior and youth services. For example, the City continues to fund Sacramento Self-Help Housing, as Sacramento Self-Help Housing provides vital services and resources to families who are homeless or are at risk of homelessness.

The City continues to fund other anti-poverty programs, such as the Senior Nutrition program offered by Meals on Wheels. Additionally, the City funds the Folsom Cordova Community Partnership's Group Mentoring Initiative. This program supports youth and enhances community involvement through

intensive one-on-one youth mentoring to help improve economic opportunities for low-income youth in Rancho Cordova.

The City uses non-federal funds to support many programs and projects, such as job training, through the Community Enhancement fund. In the 2022 program year, multiple programs will receive funding from both CDBG funds and Community Enhancement funds; those programs include Meals on Wheels, Rebuilding Together Sacramento, and the Folsom Cordova Community Partnership Group Youth Mentoring Initiative.

Actions planned to develop institutional structure

The City has developed a monitoring system to ensure that the activities carried out in furtherance of the Annual Action Plan are done so in a timely manner in accordance with the federal monitoring requirements of 24 CFR 570.501 and 2 CFR 200 and all other applicable laws, regulations, policies, and sound management and accounting practices. The objectives of the monitoring system are described in more detail in the Consolidated Plan.

The City's Community Development Department will be responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Annual Action Plan and all other subsequent documents related to the implementation of the CDBG program.

City staff will administer the programs and activities funded with CDBG funds. These staff members will work with the individual City divisions, such as Public Works, as well as partner districts, such as Folsom Cordova Unified School District, to develop procedures and coordinate the administration of programs that will be carried out by these divisions. Designated staff will also work closely with the providers of CDBG-funded services and programs that are not carried out by the City.

Actions planned to enhance coordination between public and private housing and social service agencies

Staff has continually strived to provide training opportunities and technical assistance to grant subrecipients and has worked to establish "best practices," with the goal of integrating them into the day-to-day and long-term implementation of the program. In addition, the City is continuing its initiative to coordinate activities with neighboring cities, especially in regard to responding to fair housing-related efforts. Coordinated efforts include joint monitoring of common service providers, standardizing reporting requirements to encourage efficiency and consistency, and sharing information from workshops.

During the 2022 program year, the City will implement contracts with local service organizations and City departments that provide assistance to seniors, youth populations, households at risk of homelessness, public improvements, and housing preservation.

In the 2017-2018 program year, the City and surrounding jurisdictions pursued a regional Analysis of

Impediments to Fair Housing Choice (AI). The City entered a Memorandum of Understanding with the SHRA, and neighboring jurisdictions including the Cities of Citrus Heights and Elk Grove, to cost-share the fees to conduct an AI. The AI was completed in the fall of 2019 and the results are utilized by each participating agency for their respective Consolidated and Annual Action Plans, and for the SHRA's Public Housing Authority and Capital Fund Plans.

Discussion

The City will continue its work with neighboring jurisdictions, such as the County of Sacramento, City of Sacramento, City of Citrus Heights, and City of Elk Grove, and agencies such as the SHRA and the Sacramento Area Council of Governments, to address the regional issues that affect the needs of target-income persons and special needs populations. The goal in this effort is to reduce the burden of providing services within each jurisdiction through CDBG funding. The City also intends to work directly with service providers and local, state, and federal agencies (e.g., HUD and the California Department of Housing and Community Development).

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The City does not expect to receive any program income in the 2022 program year, nor does the City have any plans to participate in the Section 108 program. The City does not have any outstanding Section 108 loans and plans to fully obligate all of its CDBG funding available in the 2022 program year.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
---	----------

Discussion

The City will continue to work to make the most efficient and effective use of CDBG funds to ensure that the benefit to the community, and particularly to low- and moderate-income households, is realized.

Appendix - Alternate/Local Data Sources

Attachment A Community Engagement Summary

Survey

1. How have needs changed in the last year?
 - a. Increasing need for homeless services
 - b. Economic changes during the pandemic
 - c. Low-/moderate-income rental households are suffering job losses, increased rent, loss of educational opportunity, suffer increased exposure to health stressors – resulting in erosion of standard of living
 - d. Home sales and rental prices have risen, crime has risen, traffic is faster, city is noisier
 - e. Unemployment, increased rent due to COVID-19
 - f. Increased need for emergency food, housing, utility, mental health assistance
 - g. Access to public transit
2. How has the Rancho Cordova community's mental health needs changed in the last year?
 - a. Increase in need for mental health services for persons experiencing homelessness
 - b. Stress has increased due to pandemic
 - c. More people are aggravated, short tempered and not in good mental health
 - d. Young adults, seniors, low-income communities need mental health services. Children need the most intervention
 - e. Rise in depression and anxiety.
 - f. Black children face unhealthy, anti-black environments in schools
 - g. Police target low-income populations, police violence
 - h. School counselors not equipped to service demographics they serve
3. Which types of public services or capital improvements would be necessary to meet the needs identified above?
 - a. Additional resources for homeless navigator program
 - b. Social, medical, and financial resources to recover from the pandemic
 - c. Frail and special-needs populations need assistance in finding affordable, supportive housing.
 - d. Low-income households homeowners need assistance with financing deferred maintenance and accessibility modifications
 - e. Increased mental health services
 - f. Mental health day workshops
 - g. Community Rose Garden and space for serenity on unused City property
 - h. Free Medi-Cal, low-cost therapist accessible in City limits. Black therapists to serve Black children
 - i. Representation for linguistically isolated populations
4. Is there anything else you'd like to tell us?
 - a. City should release Police Use of Force policy
 - b. City transit isn't functional
 - c. There is an affordable housing crisis in California. Rancho Cordova is a growth area with significant number of lower wage earners. Inclusionary housing efforts should be in the greenfield developer negotiations.
 - d. Some elderly people do not feel safe in their houses. City should increase funds to police and mental health services.
 - e. Need complete sidewalks and streetlights in marginalized neighborhoods.

Attachment A Community Engagement Summary

- f. Existing homeless youth outreach and the FCCP do not reach the west side of town (non-FCUSD students).
- g. Services are more effective when provided within the communities they serve

Consultations**General Services***Challenges to low-income persons/households*

- Many do not have living wage jobs, job experience, education to move
- Transportation in Rancho Cordova is lacking, major employers do not have nearby routes
- Some childcare providers have not reopened
- Need monetary resources
- ARPA/CARES funding is not flowing very fast
- Elderly face discrimination, displacement

Needed Services

- Resources for mental health care, better access to providers
- Affordable childcare
- Programs targeted to trans persons
- Park improvements
- Senior navigators
- Employment services

Homelessness*Challenges to Persons experiencing homelessness*

- Difficult for persons experiencing homelessness to attain housing or shelter
- Shelters have barrier to entry (sober only, no criminal backgrounds) No shelters for immediate needs or persons with severe medical issues/trauma
- RV parks are not accepting older RV, regardless of condition
- Difficult to access treatment facilities, mental health services, affordable housing (even with HCV)
- Low vacancy rate, difficult to place persons/households
- Discrimination against HCV holders

Needed Services

- Affordable housing, shelter
- Medical transportation
- Access to healthcare
- Childcare, including baby needs
- Preference for formerly homeless in affordable housing developments
- Transitional housing programs
- Eliminate barriers to garage conversions

Attachment A Community Engagement Summary**HIV/AIDS***Challenges to persons living with HIV/AIDS*

- High rental costs
- Inability to access affordable substance abuse treatment, long waiting times

Needed Services

- Outreach to Black and Latino men who have sex with men, who are not usually visible and difficult to reach with services

Disabilities*Challenges to persons with disabilities*

- Lack of affordable/accessible housing
- Many services have too many barriers for traumatized persons to overcome

Needed Services

- Training to provide emergency mental health interventions/referrals
- Home modification funding
- Continued ADA training for housing providers/cultural competency training
- Affordable/accessible housing
- Coordinated services – “No Wrong Door” system

Housing*Challenges to homeowners*

- Need is greater than funding available
- No financial support, physical ability to make repairs
- Deteriorating homes
- Unable to make modifications to keep up with changes in mobility

Challenges to building housing

- Community opposition, misinformation
- Lack of funding

Needed services

- Community outreach and assistance in advertising services
- Adult population is aging rapidly, need more senior-friendly housing, ability to age in place
- Major accessibility modification funding

Attachment A Community Engagement Summary**Institutional Structure***Challenges to service providers*

- Staff turnover
- Limited funding
- Technology expansion is not funded
- Limited pool of licensed contractors
- Reimbursement model is difficult under CDBG

Needed Changes

- Training for subrecipients (to challenge effects of turnover)
- Examine demographics (gender, race, ethnicities)
- Encourage collaboration
- Engage community with cultural competency, trust in mind
- Translators at every community meeting
- More funding

Public Review Comments

TBD

Public Hearing Comments

TBD

PROOF OF PUBLICATION/AFFIDAVIT OF:

PUBLIC NOTICE

By: THE CITY OF RANCHO CORDOVA

PROOF OF PUBLICATION

STATE OF CALIFORNIA

County of Sacramento

I am a citizen of the United States and a resident of the County afore-said, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the Grapevine Independent, a newspaper of general circulation printed and published in the County of Sacramento, State of California, under the date of September 18, 1969, by Superior Court Order Adjudication Number 195380, that the notice, of which the annexed is printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement therefore on the following dates, to wit:

July 9, 2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


Jenny Margherone

DATED: July 9, 2021

GRAPEVINE INDEPENDENT
7144 FAIR OAKS BLVD., SUITE 5
CARMICHAEL, CA 95608

City of Rancho Cordova Notice of Funding Availability (NOFA) and Public Meeting for Community Development Block Grant (CDBG) 2022 NOFA Application Workshop

NOTICE is hereby given that on **Friday, July 23, 2021** the City of Rancho Cordova will release applications and funding criteria for the 2022 Community Development Block Grant (CDBG) program year, and on **Friday, August 6, 2021**, there will be a NOFA application workshop held with local community stakeholders.

The City expects to receive approximately \$600,000 in CDBG funds for the 2022 program year and has approximately \$115,000 remaining in CDBG-CV funding. The City welcomes applications from eligible non-profits and public agencies to help provide public services and capital improvement projects intended to benefit the quality of life for the city's low- and moderate-income residents.

Applications will be released on **Friday, July 23, 2021** and will be available online through the City's website at www.cityofranchocordova.org. All applications must be submitted via e-mail to the appropriate City staff.

Applications will be due Monday, August 30, 2021 at 5:00 pm. Late applications may be rejected.

Potential applicants for CDBG and CDBG-CV funds must attend the application workshop to be held **Friday, August 6, 2021 at 3:00PM via virtual conference call if they have not previously received CDBG funds.** If you would like to attend this virtual meeting, please contact Stefan Heisler (sheisler@cityofranchocordova.org) at (916) 851-8757, or Tanner Wolverton (twolverton@cityofranchocordova.org) at (916) 517-4441 to arrange for call-in attendance and for general questions.

The release of this notice is part of the City's public notice requirements for the City to provide information on its activities to the public.

Thank you for your interest in the CDBG program.

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the city at, or prior to, this public meeting.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Department at (916) 851-8720. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Printed in the Grapevine Independent on **July 9, 2021**

PROOF OF PUBLICATION/AFFIDAVIT OF:

NOTICE OF PUBLIC HEARING

By: THE CITY OF RANCHO CORDOVA

PROOF OF PUBLICATION

STATE OF CALIFORNIA

County of Sacramento

I am a citizen of the United States and a resident of the County afore-said, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the Grapevine Independent, a newspaper of general circulation printed and published in the County of Sacramento, State of California, under the date of September 18, 1969, by Superior Court Order Adjudication Number 195380, that the notice, of which the annexed is printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement therefore on the following dates, to wit:

August 6, 2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


Jenny Margherone

DATED: August 6, 2021

GRAPEVINE INDEPENDENT
7144 FAIR OAKS BLVD., SUITE 5
CARMICHAEL, CA 95608

**City of Rancho Cordova Notice of Public Meeting for
the 2022 Community Development Block Grant
(CDBG) Annual Action Plan**

NOTICE is hereby given that on **Monday, August 23, 2021, at 5:30 pm**, the City of Rancho Cordova will hold a **Public Meeting** via Zoom to solicit citizen feedback on priority needs in the City. Meeting access information can be found at the City's CDBG webpage located here: <https://www.cityofranchocordova.org/departments/community-development/housing/community-development-block-grant>

CDBG is a federal grant program run by the U.S. Department of Housing and Urban Development that provides communities with funds for infrastructure, neighborhood improvements, and other community planning and development programs. The grant also helps the City to fund needed services in the community, including programs for seniors and disadvantaged youth.

The City is developing an Annual Action Plan that describes how the City will utilize CDBG funds for eligible activities during the 2022 program year. The City expects to receive approximately \$600,000 in CDBG funds for the 2022 program year and has approximately \$115,000 remaining in CDBG-CV (CARES Act) funding.

The information gathered from this meeting will be used to guide where CDBG funds are allocated in the 2022 Annual Action Plan.

The release of this notice is part of the City's public notice requirements for the City to provide information on its activities to the public.

Thank you for your interest in the CDBG program.

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the city at, or prior to, this public meeting.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Department at (916) 851-8720. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

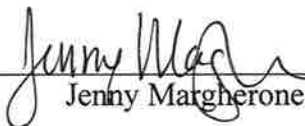
Printed in the Grapevine Independent on **August 6, 2021.**

PROOF OF PUBLICATION
STATE OF CALIFORNIA
 County of Sacramento

I am a citizen of the United States and a resident of the County afore-said, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the Grapevine Independent, a newspaper of general circulation printed and published in the County of Sacramento, State of California, under the date of September 18, 1969, by Superior Court Order Adjudication Number 195380, that the notice, of which the annexed is printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement therefore on the following dates, to wit:

September 17, 2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.


 Jenny Margherone

DATED: September 17, 2021

GRAPEVINE INDEPENDENT
 7144 FAIR OAKS BLVD., SUITE 5
 CARMICHAEL, CA 95608

PROOF OF PUBLICATION/AFFIDAVIT OF:

PUBLIC NOTICE

By: THE CITY OF RANCHO CORDOVA

LEGAL NOTICE

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
 NOTICE OF 30-DAY PUBLIC REVIEW AND COMMENT PERIOD
 FOR THE 2022 DRAFT ANNUAL ACTION PLAN AND
 AMENDMENT NO. 3 TO THE 2020 ANNUAL ACTION PLAN**

NOTICE IS HEREBY GIVEN that a 30-day public review and comment period for the 2022 Draft Annual Action Plan (AAP) and Amendment No. 3 to the 2020 AAP will commence on October 1, 2021 and will continue until November 1, 2021. The City has approximately \$115,000 remaining in CDBG-CV funds and is estimating that it will receive approximately \$600,000 in CDBG funds for the 2022 program year. Official CDBG allocations will be announced in the Spring of 2022.

The CDBG program provides funding for activities that benefit low-income persons, eliminate slum or blight, or serve an urgent need. Eligible activities include property acquisition, public improvements, housing rehabilitation, economic development, and public services.

As a recipient of CDBG funding, the City has developed a 2022 AAP, which describes how the City will utilize program funds for eligible activities during the 2022 CDBG program year. The 2022 CDBG program year will run from January 1, 2022 to December 31, 2022. The AAP can be amended as needed to reallocate funds to housing and community development activities.

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law on March 27, 2020. The CARES Act allocated \$5 billion in CDBG funds to eligible entitlement grantees and states to prevent, prepare for, and respond to Coronavirus (CDBG-CV grants). Amendment No. 1 to the 2020 AAP allocated the first round of these funds in the amount of \$373,379 to activities that would serve this purpose. Amendment No. 2 to the 2020 AAP allocated the third round of these funds in the amount of \$487,938 to similar activities. There was not an allocation to the City in the second round. Amendment No. 3 to the 2020 AAP allocates approximately \$115,000 of unspent CDBG-CV funds from the first round to similar activities that will be carried out during the 2022 program year.

The 2022 AAP and Amendment No. 3 to the 2020 AAP will be made available to the public for at least 30 days before adoption by the City Council. The documents will be released on October 1, 2021 for public review and comment, and will be available at City Hall and the City's Community Development website at <https://www.cityofranchocordova.org/departments/community-development/housing/community-development-block-grant>

The purpose of this public review will be to give citizens an opportunity to make their comments known regarding community needs and potential activities to be funded under the CDBG Program. If you would like to contact the City for more information, please call (916) 851-8757. In addition, information is available for review at Rancho Cordova City Hall (2729 Prospect Park Drive, Rancho Cordova, CA 95670) between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

Thank you for your interest in the CDBG program.

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the city at, or prior to, this public hearing.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Department at (916) 851-8720. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Published in the Grapevine Independent on September 17, 2021.

2022 CDBG Application Workshop

August 6, 2021



ZOOM Housekeeping

- Program Staff (Presenters):
 - Stefan Heisler (Program Coordinator)
 - Tanner Wolverton (CDBG Specialist)
- Participants are muted; You can request to be unmuted
- A recording of this presentation and the presentation slides will be available on the City website and by request
- Please enter questions in the chat box – we will take these at the end of the presentation

Meeting Agenda

Time	Activity
3:00 - 3:05 p.m.	Introductions
3:05 - 3:20 p.m.	- CDBG Overview - Program Year Cycle - Review 2022 Program Year Application/Process
3:20 - 3:35 p.m.	Review Questions from Applicants and Other Attendees
3:35 – 3:45 p.m.	Final Comments

CDBG BASIC INFORMATION

- Administered by the U.S. Department of Housing and Urban Development (HUD)

CDBG Goals

- Provide decent, safe, and sanitary housing
- Provide a suitable living environment
- Expand economic opportunities

CDBG-CV Focus

- Prevent and respond to the spread of infectious disease

Activity Eligibility

Eligible activities must meet one of HUD's CDBG National Objectives:

- Principally benefit low- and moderate-income persons, defined as families and individuals whose household incomes do not exceed 80% of a jurisdiction's median income;
- Aid in the prevention or elimination of slums or blight; or
- Meet an urgent need by addressing conditions that pose a serious and immediate threat to the health and safety of residents.

Eligible Organizations

- City Departments
- Government and Quasi-Government agencies
- Non-Profits and Non-Profit Partnerships
- For-Profits for Economic Development Projects

Eligible Costs

- Personnel/staff (salary and benefits)
- Office/facility rental or lease costs
- Materials and supplies
- Communications
- Travel/mileage

*For any items not listed here, please check with staff

Ineligible Costs

- Programs that do not meet one of the 3 National Objectives
- Programs or services that promote religion
- Political activities
- Marketing, incentives, or fundraising
- Payment of debt or expenses incurred prior to agreement
- Entertainment, furnishings, or personal property
- Generally equipment, unless necessary to implement an eligible activity
- Food, unless essential to achieving program goals

2022 CDBG Program Year

2022 Program Year Timeline:

January 1, 2022 – December 31, 2022

Q1 (Jan-March) - **Q2** (Apr.-June) - **Q3** (July-Sept.) - **Q4** (Oct.-Dec.)

2022 Program Year City Allocation: (Estimate)

CDBG - Appx. \$600,000 (*official award announced in Spring 2022)

CDBG-CV – \$115,900

Planning and Admin Cap:

20% of total City Allocation (CDBG - \$120,000 / CDBG-CV - \$23,180)

Public Service Activities Cap:

15% of total City Allocation (\$90,000) / No cap for CDBG-CV

Capital Improvement Activities Cap: No cap for CDBG or CDBG-CV

2022 Application Process

Applications Open:

Friday, July 23, 2021

Applications Due:

Monday, August 30, 2021 by 5:00 pm

Draft Funding Recommendations:

Monday, October 18, 2021

Council Approval of Funding Awards:

Monday, November 1, 2021

Application

2022 CDBG Application and Instructions:

- Available on the City Website here:

<https://www.cityofranchocordova.org/departments/community-development/housing/community-development-block-grant>

If you are applying for CDBG funds for the first time:

- We encourage you to contact City staff and discuss your project to determine CDBG eligibility
- Make sure your insurance documents are available and current
- Consider whether you will be able to gather the required reporting and demographic information and that you have a clear understanding of the administrative requirements

Setting Goals

- It is important to be realistic in estimating the number of people served by your program
- Include only Rancho Cordova residents in your goal
- Your goal cannot be lower than the number of Rancho Cordova residents you serve now
- Roughly estimate the number of low- and moderate- income people if you don't already have data
- For Limited Clientele projects and programs, a minimum of 71% of participants must be low-moderate income

Application Submittal

Due to working remotely, e-mail will be the only form of application submittal:

- Please email to Tanner Wolverton (twolverton@cityofranchocordova.org) **and** Stefan Heisler (sheisler@cityofranchocordova.org)
(no more than 40 MB in one email)
- Call Stefan Heisler at (916) 851-8757, or Tanner Wolverton at (916) 517-4441 if you have any questions

Grant Application Ranking

- Low-mod Income Benefit - Youth Services, Senior Services, Neighborhood Revitalization Activities
- Experience and readiness to implement the activity
- Ability to complete the project within the program year
- Leveraged funding and collaboration
- Cost Reasonableness/Effectiveness
- Past Performance
- Completeness of Application

WHAT HAPPENS IF YOU ARE SELECTED TO RECEIVE A GRANT

(Keep this information in mind for
your application)

Basic Information

- All awardees will sign a contract (agreement) with the City
- Agreements will have a scope of work and a budget (for CDBG funds only) that you will need to adhere to
- **All agreements will run from roughly January 1, 2022 to December 31, 2022**
 - Proof of insurance coverage required
 - The City will pay you on a quarterly basis for funds expended

Required Reports

- Intake sheets – every organization is **required** to record information on ethnicity/race, family characteristics, and income
- Quarterly reports – summary reports that show demographics of people you have helped (information from intake sheets)
- Quarterly invoices – detailed description of funds spent with supporting documentation
- These reports are required to be reimbursed for expenses

Technical Assistance

- We are always available to help you to understand our forms and requirements
- Once a year, we may complete a monitoring visit where we look at your financial information (e.g., invoices) and intake sheets
- Files on CDBG-related funds and requirements must be maintained for five years

Questions about
application process?

THANK YOU



Community Development Block Grant (CDBG) 2022 Annual Action Plan/ 2020 Annual Action Plan Amendment Community Engagement Meeting

August 23, 2021



Introductions

- Stefan Heisler, Housing Manager
 - sheisler@cityofranchocordova.org
 - (916) 851-8757
- Tanner Wolverton, Michael Baker Intl., CDBG Specialist
 - twolverton@cityofranchocordova.org
 - (916) 517-4441

Meeting Agenda

Time	Activity
5:30 – 5:40 p.m.	Introductions
5:40 – 6:10 p.m.	CDBG Overview • Have a question? Use “raise hand” feature.
6:10 – 7:00 p.m.	Community Feedback
7:00 – 7:10 p.m.	Closing Comments/Questions

CDBG Overview

CDBG Overview

- Administered by the U.S. Department of Housing and Urban Development (HUD)
- City of Rancho Cordova receives approximately \$600,000 annually in CDBG funds

CDBG Goals

- Provide decent, safe, and sanitary housing
- Provide a suitable living environment
- Expand economic opportunities

Activity Eligibility

Eligible activities must meet one of HUD's CDBG National Objectives:

- Principally benefit low- and moderate-income persons, defined as families and individuals whose household incomes do not exceed 80% of a jurisdiction's median income;
- Aid in the prevention or elimination of slums or blight; or
- Meet an urgent need by addressing conditions that pose a serious and immediate threat to the health and safety of residents.

Activity Eligibility (Cont'd)

Generally, activities must be approved by HUD:

- Public Facilities/Infrastructure
 - Community facilities, water/sewer, sidewalks, street improvements, homeless facilities, youth center, parking, childcare, etc.
- Public Services
 - Senior, youth, disability, homeless, fair housing, counseling, legal, employment, transportation, childcare, nutrition, etc.
- Rehab
 - Rehabilitation of single- or multi-family residences and commercial/industrial buildings, energy efficiency improvements, etc.
- Economic Development
 - Direct financial assistance, technical assistance, microenterprise

CDBG Process

- **Consolidated Plan (ConPlan)** – Every 5 years
 - Creates goals that guide the next 5 years of CDBG funding
- **Annual Action Plan (AAP)** – Annually
 - Plan for how funds *will be* used
- **Consolidated Annual Performance and Evaluation Report (CAPER)** – Annually
 - Reports how funds *were* used (CAPER)
- **Citizen Participation Plan**
 - Guides how the City involves the public in the CDBG program

2020-2024 ConPlan Goals

- Homelessness Prevention
- Senior Services
- Child and Youth Services
- Public Facilities
- Public Infrastructure
- Homeless Housing
- Housing Preservation Program

2021 Annual Action Plan

- **Housing Preservation Program**
 - Rental Housing Inspection Program (\$51,000)
 - Code Enforcement Program (\$51,000)
 - Rebuilding Together Sacramento (\$208,000)
- **Public Services (15% Cap)**
 - Group Youth Mentoring (\$43,000)
 - Meals on Wheels (\$42,000)
 - Housing Counseling (\$25,000)
 - Renter's Helpline (\$10,000)
 - Club Connect Program (Youth) (\$62,000)
- **ADA Sidewalks Program (\$100,000)**
- **Planning and Administration (20% Cap - \$127,004)**

2022 Annual Action Plan

- July 23 – Released funding applications for the 2022 AAP
- Expect to receive \$600,000 in CDBG and have ~\$115,000 remaining in CDBG-CV funds (from CARES Act)
 - \$595,000 available
 - \$120,000 reserved for program administration
- August 23 – Community engagement meeting
- August 30 – Funding applications due
- October 1 – Draft AAP available for public review
- November 1 – Public hearing to consider adopting AAP

Questions or
Comments?

Community Feedback

Questions

- What are the unmet needs of the community?
- How have needs changed during the COVID-19 pandemic?
- Which programs would you like to see funded with CDBG and CDBG-CV?
- How can the City better involve the community in the CDBG program?

THANK YOU FOR YOUR FEEDBACK



Any other questions or
comments?

City of Rancho Cordova Application Instructions 2022 CDBG Program Year

GENERAL INFORMATION

The City of Rancho Cordova solicits applications for its anticipated 2022 Community Development Block Grant (CDBG) funds and the remainder of its CDBG-CV funds. Eligible organizations are limited to nonprofits and local government entities. Funds awarded will be available on January 1, 2022, with the complete expenditure of awarded funds expected by December 31, 2022. Applications received will be considered for the 2022 and CDBG-CV funding.

The application is available to download from the City's CDBG webpage:

<https://www.cityofranhocordova.org/departments/community-development/housing/community-development-block-grant>

Applications must be received with all required materials by Monday, August 30, 2021 at 5:00 p.m.

Please see the 2022 Notice of Funding Availability (NOFA) on the City's website for more information.

All parts of the application, including all attachments must be submitted by the deadline. Applications must use the required forms and include all required attachments. If you have not previously received CDBG funding, please contact City staff for assistance in determining the eligibility of your proposed project.

Applicants may submit applications under both funding sources, but a single application must request funding from only one funding source. Additionally, applications for CDBG-CV funds must be for an activity that prevents, prepares for, and responds to the coronavirus.

2022 FUNDING

Annual allocations of CDBG funds are made by the federal government after the federal budget is approved. The actual amount of funding available under this application will be revised once the City receives an award notification from US Department of Housing and Urban Development (HUD). For planning purposes, the City estimates receiving approximately \$600,000 in CDBG entitlement grant and for the 2022 program year.

Please note that 20 percent, or approximately \$120,000 of the annual funds will be allocated to program administration, and 15 percent will be available for public services (HUD limits public services spending to a maximum of 15 percent of the grant award). Thus, approximately \$90,000 will be available for public service programs, and the remaining \$390,000 will be available for capital improvement projects.

CDBG-CV FUNDING

The Coronavirus Aid, Relief and Economic Security (CARES) Act made available \$5 billion in supplemental Community Development Block Grant (CDBG) funding for grantees to prevent, prepare for, and respond to the coronavirus (CDBG-CV). The U.S. Department of Housing and Urban Development (HUD) allocated \$861,317 in CDBG-CV funds to the City of Rancho Cordova of which most was allocated between two NOFAs in 2020. There is approximately \$115,000 remaining in CDBG-CV funds.

ITEM 10.1.

ATTACHMENT 2

Please note that 20 percent, or approximately \$23,000 of the remaining funds will be allocated to program administration, thus approximately \$92,000 is available for public services and/or capital improvement projects that prevent, prepare for, and respond to the coronavirus. CDBG-CV funds are not subject to a public service spending maximum.

ELIGIBLE ACTIVITIES

CDBG and CDBG-CV may be used for a number of activity types. This application is for nonprofit organizations and public agencies to provide public services, make improvements to public facilities, or address housing needs. All funded activities must primarily benefit low- and moderate- income persons. Please reach out to CDBG program staff (contact information below) to inquire about the eligibility of your proposed project.

APPLICATION SUBMISSION

Only complete applications will be accepted; applicants should check to make sure they have answered all questions and provided all attachments. Applications must be submitted by email. Word, Excel, PDF, and JPEG are the preferred forms of documents.

Submittal by Email: email the application and attachments to Stefan Heisler

(sheisler@cityoffranchocordova.org) and CC Tanner Wolverton

(twolverton@cityoffranchocordova.org)

No more than 40 MB in attachment size and clearly label the e-mail as “2022 CDBG Application” in the subject line.

Applicants will receive an email confirming the timely receipt of the application. Applicants should confirm that they have received this receipt.

APPLICATION REVIEW CRITERIA

Proposed activities will be evaluated on the following criteria:

- **Benefit to Low- and Moderate-Income Persons** - Activities providing a clear benefit to at least 70 percent very low, low- and moderate-income persons or households will be ranked higher than those that do not.
- **Readiness to Proceed** - Project will be evaluated for feasibility of implementation, overall and within the allotted program year time frame.
- **Cost Reasonableness and Effectiveness** - Budgets will be reviewed to determine completeness and reasonableness of all costs related to the request for CDBG funding, as well as cost against benefit. All budgets should factor in the most recent cost estimates available.
- **Activity Management and Implementation** - Applicants must demonstrate the ability to carry out the proposed activities. Each applicant will be evaluated on experience, administrative capacity, and financial management. For organizations which have previously received CDBG funding, performance in prior years will be considered.
- **Experience** - The City will evaluate the applicant’s experience implementing similar programs or projects.
- **Past Performance** - For grantees receiving funds from the City in the past five years, the City will evaluate timely expenditure of funds, record of report submission, and progress in meeting identified goals. Applicants who have not received City grants in the previous five years will receive higher points in this category.
- **Matching Contributions** - Consideration will be given to the amount of non-CDBG funds committed to the project. The greater the financial support or leveraging from local and other

ITEM 10.1.

ATTACHMENT 2

sources, the greater the potential impact that CDBG funds will have on meeting local community needs.

STAFF CONTACTS

If you have questions or comments on CDBG funding or this application, please contact:

Stefan Heisler Housing Manager City of Rancho Cordova (916) 851-8757 sheisler@cityofranhocordova.org	Tanner Wolverton CDBG Program Specialist Michael Baker International (916) 517-4441 twolverton@cityofranhocordova.org
---	--



Community Development Block Grant (CDBG)
2022 Annual Action Plan/CDBG-CV
Application Questions
City of Rancho Cordova

Applicant Name (Agency or Non-Profit):

Primary Contact:

(Please indicate the authorized signatory of your organization/agency, e.g. executive director, president, or equivalent.)

Name:

Address:

Email:

Phone Number:

Program or Project Name:

Important Note: The Performance Period for this 2022 Program Year cycle will be from January 1, 2022 to December 31, 2022.

____ I acknowledge the above statement.

Are you able to complete this project/program by December 31, 2022? (Social Service projects must be completed by this date.):

____ Yes, I am able to complete the proposed project/program by December 31, 2022.
____ No, I am unable to complete by December 31, 2022; the estimated completion date is

_____.

Amount requested for the 2022 funding cycle (Please note that the performance period is from January 1, 2020 to December 2022):

\$ XXX,XXX.XX

Program or Project Description (3000-character limit):

***CDBG-CV Only:** Please describe the emergent problem due to COVID-19 that the project will address. Please explain how the project will specifically address the issue.

***CDBG-CV Only:** Impact of Requested Funding: Choose one of the following statements which best represents the impact of the requested funding, based on current economic situation with COVID-19 and the increase in service demands on your organization: (Mark with an 'X')

- ☐ Funding will be used to bridge organizational funding gaps until economy improves
- ☐ Funding will maintain the same number of services to an increased number of participants due to COVID-19
- ☐ Funding will be used to expand services and serve more people due to COVID-19
- ☐ Other: (Please include a short description)

General Information: Select the category which best describes the type of activity for which funds are being requested.

- ☐ Public facilities and public improvements
- ☐ Economic development and employment training
- ☐ Real property acquisition or rehab
- ☐ Public services
- ☐ Crime prevention
- ☐ Building capacity of community resources
- ☐ Code enforcement (reduce blight)
- ☐ Homeless facilities
- ☐ Fair housing (prevent discrimination)
- ☐ Housing rehabilitation or home ownership assistance
- ☐ New housing construction (community-based development organizations only)
- ☐ Emergency repairs or assistance due to displacement
- ☐ Electrical utilities improvements
- ☐ Energy conservation and renewable resources
- ☐ Response to COVID-19
- ☐ Other, describe:

Project Eligibility: Which HUD objective does your project or program meet? (Low-income means households earning less than 80% of the area median income.)

- ☐ Benefit to low-income individuals or households
- ☐ Addresses the prevention or elimination of slums or blight
- ☐ Meets a particularly urgent community development need

Project Accomplishments: How will you report your accomplishments? (Individuals means unique persons. Households and housing units are tracked the same but are reported separately. For neighborhoods, please estimate the number of low-income residents in the neighborhood. (If you do not know the number of residents in the neighborhood, please reach out to CDBG staff for guidance.)

- ☐ Individuals
- ☐ Households
- ☐ Housing Units
- ☐ Low-Income Area

Project Accomplishments: About how many people/households/housing units will your project or program help?

Performance and Outcomes: What are the goals of your program or project and what community needs will they address? (3000-character limit)

Organizational Capacity: Describe your organization's experience with similar programs/project. (1000-character limit)

Grant Management Experience: Please describe your organization's experience in managing federal and/or state grants. (1000-character limit)

Program Contact: Please provide the contact information for the person directly responsible for managing the program or project on a day to day basis.

Name (if different than the contact information address on Page 1):

Address:

Email:

Phone Number:

Position or Title:

Years of Experience:

How many full-time employees will work on your project or program? (Full time is 40 hours per week (please include full-time staff that will work on this project even if they will only be working part time or a few hours a week on this specific project/program). If zero put 0. _____

How many part-time employees will work on your project or program? _____

How many volunteers will work on your project or program? _____

Partner Agencies/Non-Profits: Will your organization be partnering with any outside agencies or groups on this project/program? If so, with whom?

Could your program/project be successful if you received less than your requested grant funding?

___ Yes

___ No

___ Unsure

If you answered "Yes" to the prompt above, please describe the changes your organization will make so that the program or project is successful with reduced funding. (500-character limit)

Please ATTACH your program/project budget for the 2022 program year. (Note the program performance period is January 1, 2022 through December 31, 2022. Please attach or include a spreadsheet (Excel) budget that includes all alternative funding, in-kind donations and labor, and any other resources.)

___ Program/Project Budget for proposed project Attached

Please include the following additional Attachments:

- ☐ Articles of Incorporation and By-laws and Amendments
- ☐ Secretary of State Certification of Good Standing (Online printout/screenshot is acceptable)
- ☐ Organizational Chart and Agency Mission Statement
- ☐ Certified Audit (Most recent)
- ☐ Profit and Loss Statement for most recent year.
- ☐ Insurance Documents
- ☐ Other Documents

ITEM 10.1.

2022

City of Rancho Cordova CDBG Application Rating Tool

ATTACHMENT 2

Page 1 of 2

Applicant:	
Proposed Project:	
Total Points Earned:	_____ out of 25 pts
Scorer Name:	

Y/N APPLICANT HAD A REPRESENTATIVE AT THE MANDATORY NOFA MEETING**Threshold Rating**

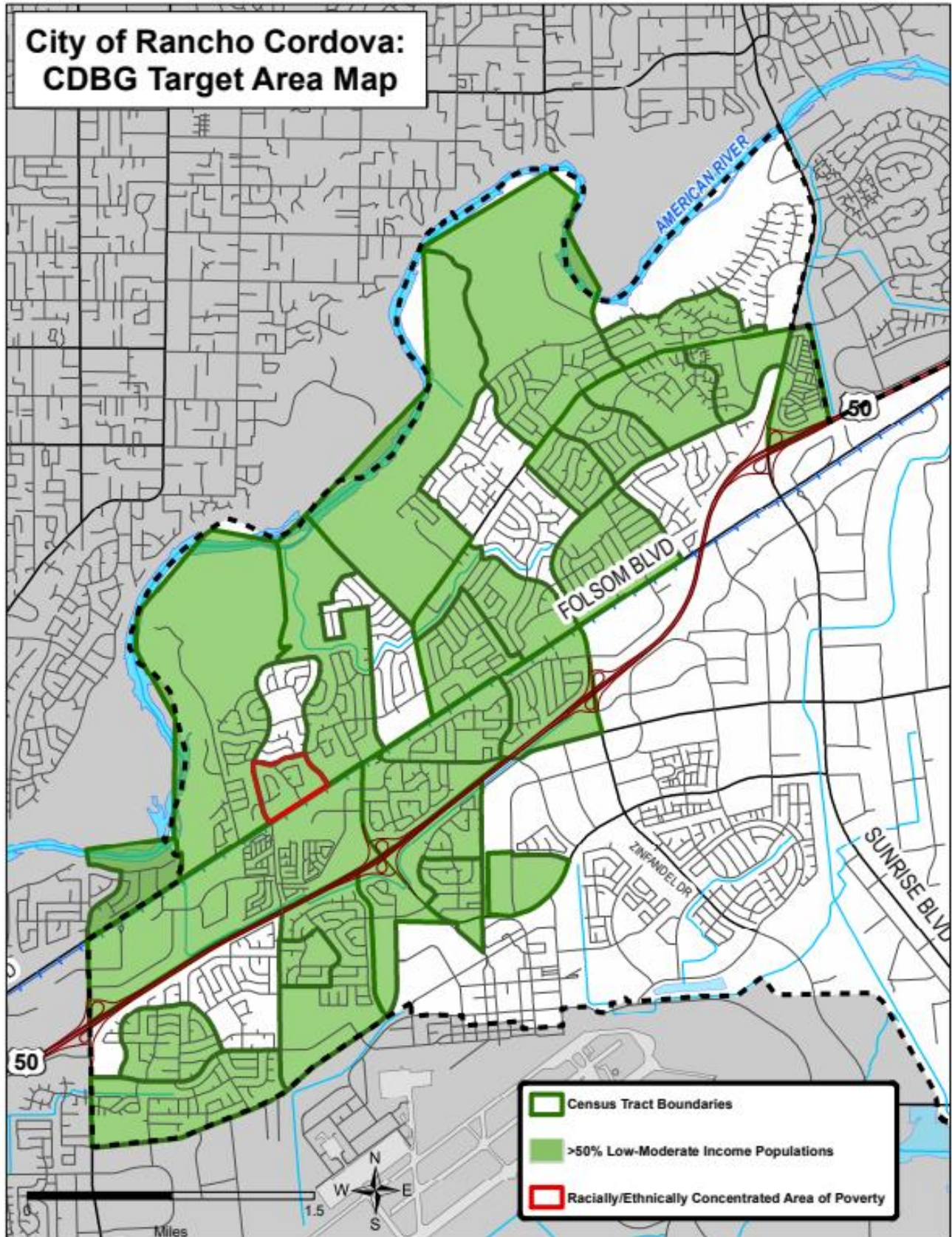
Staff:	
Y / N	Activity is eligible under CDBG
Y / N	Activity meets one National Objective
Y / N	For public services, the service is new or an expansion of existing service above that which has been previously provided by the City from state/local funds
Y / N	Applicant submitted a complete application (all questions filled out and attachments)
Y / N	Applicant meets all of the threshold criteria above. If so, continue scoring.
Y / N	Activity is related to a need caused by COVID-19 (CDBG-CV only)

_Y/N 1. Program Budget**_Y/N 2. Articles of Incorporation and By-laws and Amendments****_Y/N 3. Secretary of State Certification of Good Standing (Online printout/screenshot is acceptable)****Y/N 4. Organizational Chart and Agency Mission Statement****Y/N 5. Certified Audit (Most recent)****Y/N 6. Profit and Loss Statement for most recent year.****Y/N 7. Insurance Documents****Y/N 8. Other Documents**

Application Rating

Rating	Scale is 1- 5 (1 is the lowest score; 5 is the highest)
	1. In regard to the HUD objective that is addressed by the proposed project: on a scale of 1-5, how closely does this project's goal(s) address this objective?
	2. On a scale of 1-5, how much of a priority is it for the City to implement this program in relation to current city objectives/goals?
	3. On a scale of 1-5, given City Staff's current capacity, how much of a priority is this project in occupying staff capacity?
	4. On a scale of 1-5, how capable is this organization in managing federal and/or state grants and completing the proposed project within the program year?
	5. On a scale of 1-5, how likely is this project to benefit the projected number of target beneficiaries?
	6. Are there any other considerations not listed above? Subtract or add 0 to 5 points.

GRAND TOTAL: _____ (Max 25 pts)



City of Rancho Cordova

2020-2024 Consolidated Plan & 2020 Annual Action Plan

Community Development Block Grant

Plan Adopted – April 6, 2020

Amendment No. 1 – June 1, 2020

Amendment No. 2 – February 1, 2021

Amendment No. 3 – November 1, 2021 (Pending)

Please note: Changes related to Amendment No. 1 are highlighted in yellow, changes related to Amendment No. 2 are highlighted in blue, and changes related to Amendment No. 3 are highlighted in green.

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Rancho Cordova (City) is located in Sacramento County (County), California, and lies approximately 13 miles east of the State's capital city, Sacramento. Rancho Cordova was incorporated in 2003 and has a population of approximately 74,585 people (2018 ACS Population Estimates). The City became a US Department of Housing and Urban Development (HUD) entitlement jurisdiction in 2006 and currently only receives one HUD-funded grant through entitlement, the Community Development Block Grant (CDBG). In 2017, the City became part of the Sacramento County HOME Consortium whereby Sacramento County, as lead agency, became administrator of the City's annual HOME grant allocation.

Every five years, entitlement jurisdictions must create a five-year plan, known as the Consolidated Plan, which outlines the use of CDBG, HOME Investment Partnerships (HOME), Emergency Solutions Grant (ESG), and other housing and community focused funding provided by HUD. This Consolidated Plan primarily serves as a five-year planning document which helps guide the City in its implementation of its CDBG program, while the County's Consolidated Plan lays out a plan for implementation of its HOME grant.

2020 will be the first year of a five-year cycle, in which the City aligns its Consolidated Plan with the County's five-year Consolidated Plan—meaning that the City will share its CDBG program cycle with the County from January 1, 2020, to December 31, 2024. In aligning the CDBG program cycle with the County's, the City has changed the start and end dates of its CDBG program year; this means that as of January 1, 2020, the City will begin its CDBG program year on January 1 and end on December 31 of each program year. Prior to 2020, the City's program year spanned from July 1 to June 30 of each CDBG program year. These changes were required by HUD in an effort to create an opportunity for jurisdictions to take a more regional and collaborative approach to meeting their affordable housing and community development needs. Also, by syncing its Consolidated Plan with the County's, the City's previous five-year plan was shortened one program year, from five years to four program years.

The CDBG program is a federal grant program that is administered by HUD, which provides communities with funds for infrastructure, neighborhood improvements, and other community planning and development programs. The grant also helps the City fund needed services in the community, including programs for seniors, disabled populations, low-income households, and disadvantaged youth. The Consolidated Plan offers Rancho Cordova an opportunity to shape housing and community development needs into a coordinated community effort, and to strategically plan programs to meet those needs.

This plan works to uphold the City's six citywide goals:

1. Promote a 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 financial management.
6. Drive diverse economic opportunities.

With the use of CDBG funds and the implementation of this plan, the City will continue to propagate efforts to better the quality of life of its residents, especially low-income and disadvantaged populations.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Needs Assessment collects and analyzes data on the housing and community development needs for residents of the City of Rancho Cordova, as well as the County as a whole. The assessment focuses especially on affordable housing, special needs housing, community development, and homelessness on a regional scale, and then presents information specific to Rancho Cordova's Non-Housing Community Development Needs (see County's HOME Consortium Consolidated Plan for detailed analysis).

The County's HOME Consortium Consolidated Plan discussed the following regional objectives and outcomes of housing needs. This information is based on an analysis of "disproportionate needs" based on HUD's housing problems tables and informed by resident input and stakeholder consultation (see County's HOME Consortium Consolidated Plan for detailed analysis):

- **Affordability:** The changes in regional home values and rents have exceeded changes in median incomes for all households, meaning that households have lost their housing "purchasing power."
- **Cost burden and severe cost burden:** This is the most common housing problem for both renter and owner households in Sacramento County.
- **Quality housing:** During outreach that was conducted in preparation of the County's Consolidated Plan, participants shared stories of poor housing condition, ranging from units in need of basic repairs, to problems with mold, to pest infestations
- **Overcrowding:** According to the experience of focus group participants, it is common for low-income households to live with extended family, roommates, or other friends in order to afford housing. In extreme cases, two or more households share a unit. Overcrowding is more likely to be experienced by African American residents, Hispanic residents, large family households, and residents with Limited English Proficiency (LEP) than regional survey respondents overall.

- **Equity in ownership:** The homeownership rate for Black/African American households in the Sacramento region is 35 percent; for Hispanic households, 45 percent; and 67 percent for Non-Hispanic White households.
- **Public housing and housing choice voucher holders:** Finding a quality unit that is within the voucher amount is very challenging, particularly in a tight rental market where landlords can easily find residents without vouchers. Challenges navigating the system for obtaining affordable housing, including waitlist processes, was raised frequently by participants.
- **Homelessness:** The 2019 Point in Time (PIT) Count indicates that homelessness is expanding substantially and requires a new and intensified response. In interviews, stakeholders expressed the ongoing need for emergency shelters and services, but also getting people back into housing after experiencing homelessness.
- **Non-homeless special needs:** Households that include a member with a disability may experience housing challenges related to needed modifications to the home or accommodations from their housing provider. According to the resident survey, one in three (35 percent) households that include a member with a disability live in a home that does not meet the needs of the resident with a disability.

The Non-Housing Community Development Needs gathered and presented in this Needs Assessment, specific to Rancho Cordova, were collected through a community survey, consultations with local agencies, various outreach events, and a conglomeration of online data sources. Through this data collection and outreach, the City estimates its housing needs for the next five-year plan period. As population size, characteristics, and needs change, public services shift to address these changes as well. The City conducted extensive outreach to residents, community leaders, community advocates, city organizations, and entities and public agencies from surrounding areas. From the feedback received from this outreach and data collection, the City shaped its priority needs for low-income and community development initiatives within Rancho Cordova. The City pulled additional data and information from various sources, such as US Census, Community Planning and Development (CPD) maps, and the Employment Development Department, in order to more thoroughly shape its needs for public services. It should be noted that as the five-year Consolidated Plan cycle continues, City staff will continue to conduct community outreach to assess and manage the community's ever-growing needs.

The following is a summary of community needs, as identified through the community engagement process that took place in preparation of this Plan:

3. Evaluation of past performance

The City has recently undergone a program year change and the Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July-December 2019 is still in progress. It should be noted that this CAPER will cover a six-month period, as opposed to a full twelve-month period due to the abrupt program year change that was authorized in November 2019. The CAPER for the shortened program year will be available for review in March 2020. The program year has changed from July 1–June 30 to begin

on January 1 and end on December 31 of each program year; therefore, the 2020 program year will occur from January 1, 2020, to December 31, 2020.

The CAPER for the 2018–19 program year was accepted by HUD as adequate and is available on the City’s website for viewing. The 2018-19 CAPER demonstrates that the service providers met their projected outcomes and, as a result, the City continued to fund these organizations in second year of the two-year funding cycle. The City recently conducted an on-site audit of its Public Works Department. The City also conducted an on-site audit of Sacramento Self-Help Housing in 2019 in collaboration with other local grantors. The City plans to conduct ongoing desk monitoring on all programs in all program years to come. The CDBG program has successfully met expenditure deadlines in years past and is on target to meet its deadlines for the shortened program year from July 1, 2019, to December 31, 2019. The City is also current on quarterly and semi-annual reports due to HUD.

4. Summary of citizen participation process and consultation process

The City of Rancho Cordova initiated several efforts aimed at conducting community outreach and facilitating citizen participation during the 2020-2024 Consolidated Plan’s development.

Outreach included local newspaper announcements for meetings and hearings, which all met proper noticing requirements; publications on the City’s website for upcoming CDBG activities; an online survey which was made available in English, Spanish, and Russian and focused on collecting the public’s feedback on priority needs in the community; information sharing on Twitter and Facebook to keep the public informed through social media; one meeting with resident leaders of a lower-income neighborhood; specific outreach to local nonprofit agencies with ESL beneficiaries; one pop-up event in a low-income area at the Mather Field light rail station; and a public workshop to attain feedback from local service providers and residents.

Additionally, the City conducted multiple stakeholder consultations with local service providers to solicit professional feedback in the areas of **housing, homelessness, social services, senior populations, disabled populations, youth populations, and persons living with HIV/AIDS**. Please refer to the Process section (PR-10) of this plan for more information on the consultations that were completed.

All public outreach was used to help shape the Strategic Plan portion of the Consolidated Plan with the guidance of the City Council.

The following is a timeline of the citizen participation that was conducted in preparation of the 2020-2024 Consolidated Plan:

- On November 15, 2019, the City posted a notice at City Hall, online, and in the local newspaper for a community engagement meeting to be held on December 4, 2019.
- On December 4, 2019, the City facilitated a community engagement meeting with approximately 14 residents to gather feedback on needs in their neighborhood. Please refer to **Attachment B** for a copy of the worksheets and information that were provided at this meeting.

- On December 6, 2019, the City posted a notice at City Hall, online, and in the local newspaper of a Notice of Funding Availability (NOFA) release for 2020 CDBG funds, a community needs meeting, and a mandatory NOFA workshop.
- On December 16, 2019, City staff conducted a pop-up event at the Mather Field light rail station, which is in a low-income neighborhood, to collect feedback on community needs and provide information about the CDBG program. Please refer to **Attachment C** to view CDBG materials that were used at this pop-up event.
- On January 6, 2020, City staff released a community needs survey online and to various local nonprofit and public agency contacts to gather resident and community feedback on community needs. Please refer to **Attachment D** for a copy of the survey in English, Spanish, and Russian.
- On January 13, 2020, City staff facilitated a NOFA workshop to review scoring criteria for public and to conduct a community needs workshop and a stakeholder consultation meeting. Please refer to **Attachment E** for a copy of the Community Needs worksheet that was completed by stakeholders at this meeting.
- Between January 13, 2020, and February 14, 2020, the City conducted stakeholder consultations with various local service providers, public agencies, and nonprofits.
- On February 7, 2020, City staff visited the Folsom Cordova Community Partnership Family Resource Center and provided surveys for Russian and Spanish speaking participants to gather feedback on community needs for English as a Second Language (ESL) residents.
- On February 28, 2020, the City released the draft Consolidated Plan and Annual Action Plan for 30 days for public review and comment.
- On February 28, 2020, the City posted a notice at City Hall, online, and in the local newspaper for a public meeting on March 16, 2020 to review the draft 2020-2024 Consolidated Plan and 2020 Annual Action Plan and for a public hearing to approve the final 2020-2024 Consolidated Plan and 2020 Annual Action Plan on April 6, 2020.
- On March 16, 2020, the City held a public meeting to review and invite public comment for the 2020-2024 Consolidated Plan and 2020 Annual Action Plan.
- On April 6, 2020, the City held a public hearing to approve the final 2020-2024 Consolidated Plan and 2020 Annual Action Plan and invited the public to comment on the Plan prior to Council approval.
- On May 22, 2020, the City released the draft Amendment No. 1 to the Consolidated Plan and Annual Action Plan for 10 days for public review and comment.
- On June 1, 2020, the City held a public hearing to approve Amendment No. 1 to the 2020-2024 Consolidated Plan and 2020 Annual Action Plan and invited the public to comment on the proposed changes.
- On January 27 2021, the City released the draft Amendment No. 2 to the Consolidated Plan and Annual Action Plan for 5 days for public review and comment.
- On February 1, 2021, the City held a public hearing to approve Amendment No. 2 to the 2020-2024 Consolidated Plan and 2020 Annual Action Plan and invited the public to comment on the proposed changes.
- On June 29, 2021, CDBG staff invited residents to complete a community needs survey.

- On July 9, 2021, the City posted a notice at City Hall, online, and in the local newspaper of a Notice of Funding Availability (NOFA) release for 2022 CDBG funds and a NOFA workshop.
- Between July 8 and August 4, 2021, CDBG staff conducted stakeholder consultations with various local service providers and nonprofits.
- On August 6, 2021, City staff facilitated a NOFA workshop to review scoring criteria for applicants and posted a notice at City Hall, online, and in the local newspaper for a public meeting to solicit community feedback.
- On August 23, 2021, the City held a public meeting to solicit feedback regarding community needs for the 2022 Annual Action Plan and Amendment No. 3 to the 2020-2024 Consolidated Plan and Annual Action Plan.
- On September 17, 2021, the City posted a notice at City Hall, online, and in the local newspaper of a 30-day public review and comment period for 2022 Annual Action Plan and Amendment No. 3 to the 2020-2024 Consolidated Plan and Annual Action Plan.
- On October 1, 2021, the City released the draft 2022 Annual Action Plan and Amendment No. 3 to the 2020-2024 Consolidated Plan and Annual Action Plan.
- On October 14, 2021, the City will post a notice at City Hall, online, and in the local newspaper of a November 1, 2021, public hearing to consider adopting the draft 2022 Annual Action Plan and Amendment No. 3 to the 2020-2024 Consolidated Plan and Annual Action Plan.
- On November 1, 2021, the City will hold a public hearing to consider adopting the draft 2022 Annual Action Plan and Amendment No. 3 to the 2020-2024 Consolidated Plan and Annual Action Plan.

5. Summary of public comments

All public comments were accepted throughout the public participation process. Please see below for a summary of public comments received; please also see **Attachment A** for a summary of all comments received through the survey and outreach that was conducted for the original 2020-24 Consolidated Plan:

- No public comment was received from the March 16, 2020 City Council public hearing.
- No public comment was received from the April 6, 2020 City Council public hearing.
- No public comment was received from the June 1, 2020 City Council public hearing.
- No public comment was received from the February 1, 2021 City Council public hearing; however, one comment was received during the public review period for the second amendment to the Consolidated Plan and Annual Action Plan. The commenter expressed disappointment that more funding was not awarded to Sacramento Self-Help Housing and Folsom Cordova Community Partnership.
- To be completed after the November 1, 2021, City Council public hearing.

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were accepted.

7. Summary

This 2020-2024 Consolidated Plan will work as a guide in implementing the CDBG priorities, activities, and goals for a five-year period. These priorities, activities, and goals were shaped by a conglomeration of community participatory feedback, area-focused demographical data collection and analysis, community stakeholder involvement, consideration of countywide goals and policies, and feedback solicited from Rancho Cordova's City Council.

The 2020-2024 Consolidated Plan and 2020 Annual Action Plan also guides the use of CDBG-CV funding to respond to COVID-19. Feedback to guide the use of these funds was solicited from City Departments and City Council.

On June 1, 2020, Rancho Cordova's City Council adopted Amendment No. 1 to the 2020-24 Consolidated Plan and 2020 Annual Action Plan. For more details on Amendment No. 1, as well as the signed resolution from City Council, please refer to the appendix at the end of this document.

On February 1, 2021, Rancho Cordova's City Council adopted Amendment No. 2 to the 2020-24 Consolidated Plan and 2020 Annual Action Plan. For more details on Amendment No. 2, as well as the signed resolution from City Council, please refer to the appendix at the end of this document.

On November 1, 2021, Rancho Cordova's City Council will consider adopting Amendment No. 3 to the 2020-24 Consolidated Plan and 2020 Annual Action Plan. For more details on Amendment No. 3, please refer to the appendix at the end of this document.

The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	RANCHO CORDOVA	Community Development Department- Housing Division
HOME Consortium Administrator	COUNTY OF SACRAMENTO (Administered through Sacramento Housing and Redevelopment Agency)	SHRA - Development Department/Finance

Table 1– Responsible Agencies

Narrative

The City of Rancho Cordova’s Community Development Department currently serves as the lead agency for overseeing and implementing the Consolidated Plan process as well as administering CDBG funds. The Community Development Department was initiated in 2015, and includes the Planning Department, Building Department, and the Neighborhood Plans and Projects Division, which manages the City’s CDBG funds. The CDBG program was managed by the Housing Services Division under the Economic Development Department prior to 2015.

For the HOME Consortium, the County of Sacramento is the lead agency and delegates administrative responsibilities to a County agency called the Sacramento Housing and Redevelopment Agency (SHRA).

Consolidated Plan Public Contact Information

City of Rancho Cordova
Community Development Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
916-851-8700

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The City of Rancho Cordova consulted with several local service providers and public agencies to help identify local needs and evaluate opportunities for partnership and improved coordination for the 2020-2024 Consolidated Plan. The City also invited public comment through a 30-day public comment period and two public hearings of the draft and final Consolidated Plan, to assess community needs and perceptions. The following sections will discuss the consultation process, the public comment process, and the planned coordination efforts for the next five-year Consolidated Plan cycle.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City's Housing Division is striving to improve the City's affordable housing stock and continues to improve coordination for initiatives aimed at increasing the supply of affordable housing in the region. Recently the City has focused its efforts on renovating existing structures and building new affordable units for families, senior citizens, and disabled individuals through its various programs.

The City has been working with Mercy Housing, the Veterans Resource Center of America, and Mogavero Notestine Associates to plan and design Mather Veterans Village, a three-phase transitional and permanent supportive housing development that serves disabled homeless veterans. Located in close proximity to the Sacramento Veterans Affairs (VA) Medical Center, Mather Veterans Village helps fulfill the large need for service-supported housing for low-income disabled veterans in the Northern California region. The project is co-sponsored by the City of Rancho Cordova, Sacramento County, and the Sacramento VA Medical Center.

Mather Veterans Village is intended to provide a service-rich living environment and will be designed to promote a community-oriented feel for veterans. Features include a group dining area, courtyards, and classrooms. The project's first and third phases are now complete and include a total of 100 permanent supportive housing units, as well as a community space. Phase 2 consists of up to 60 transitional housing beds and is scheduled for completion in spring 2020.

The City's Homeless Outreach Team (HOT) is one of the ways in which the City helps to connect homeless individuals and at-risk homeless individuals with needed services. HOT is comprised of two officers, code enforcement and the City's Homeless Navigator. The team builds relationships with homeless individuals and families to assist them in finding services, education, and resources to help them become self-sufficient.

The City also cooperates with the SHRA in ensuring that public and voucher-supported housing in the City is safe, habitable, and fully occupied whenever possible. Other collaborative partners include

Sacramento Self-Help Housing, which works with the City, mental and general health providers, and other service agencies to help households in need find suitable housing. The City regularly looks for opportunities to improve communication and connect service providers and housing providers to help leverage services, reduce service burden due to repeat clientele, and ensure that persons with housing and service needs are directed to the correct providers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

Sacramento Steps Forward is the nonprofit group that manages the regional Continuum of Care. The City cooperates with Sacramento Steps Forward whenever possible, including providing support at County Board of Supervisors meetings, promptly responding to requests for data, and through ongoing participation in the public Continuum of Care discussions. The location of the Mather Veterans Hospital, the Veterans Village housing project, and other services for veterans, such as Stand Down (which provides critical life services to homeless veterans) and the Veterans Resource Centers of America, all make the City of Rancho Cordova an ideal partner in addressing the problems facing homeless veterans. Additionally, the City's lead CDBG program staff is a member of the Continuum of Care and coordinates the City's CDBG housing and community development efforts to be aligned with the Continuum's most recent updates and goals.

The City also partners with the Child Protective Services Division and the Senior and Adult Services Division of the Sacramento County Department of Child, Family and Adult Services, including providing on-site workspace for a child welfare worker in the City Police Department offices. The Folsom Cordova Unified School District and the Child Protective Services Division assist in identifying homeless families. Sacramento Self-Help Housing, along with other services provided through the Continuum of Care, helps identify housing resources. The City has engaged in several cross-agency and cross-skill set team-building and problem-solving efforts to improve communication and identify opportunities to connect people with the available services as efficiently as possible.

Finally, the Rancho Cordova Homeless Assistance Resource Team (HART) continues to work with Sacramento Self-Help Housing to specifically address the problem of homelessness in Rancho Cordova. Most homeless resources and assistance groups are either located in the City of Sacramento or clustered in distant parts of Sacramento County. Homeless people in Rancho Cordova must first find transportation in order to have access to these resources. HART is working to bring more resources into the Rancho Cordova community to address homelessness where it is happening.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Sacramento Steps Forward administers both the Continuum of Care and the Homeless Management Information System (HMIS); Sacramento County manages the available Emergency Shelter Grant (ESG) funds for the Sacramento region. The City is currently working with the County on the future of the Mather Community Campus, located immediately adjacent to the new Mather Veterans Village project (which provides permanent supportive housing and transitional beds), and there are plans to continue leveraging both programs to help meet the full range of needs in the community.

The City is also working with the Continuum of Care to provide funding for the Mather Veterans Village project to help maximize affordability to homeless veterans. The City has provided letters of support, as well as funding, and is available for technical assistance in maintaining and improving the policies and procedures for managing the HMIS.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2– Agencies, groups, organizations who participated

1	Agency/Group/Organization	VOLUNTEERS OF AMERICA
	Agency/Group/Organization Type	Housing Services - Housing Services - Elderly Persons Services - Persons with Disabilities Services - Homeless Services - Employment
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Homelessness Needs - Veterans Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was called and emailed. They completed a written response. The City has worked with the VOA for several years in support of the Mather Community Campus facility, and VOA participates in the City's homeless response efforts.
2	Agency/Group/Organization	SACRAMENTO STEPS FORWARD
	Agency/Group/Organization Type	Services - Homeless
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Homelessness Needs - Chronically homeless Homelessness Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy HOPWA Strategy Market Analysis

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was contacted by email and they provided a written response. They provided information on homelessness in the County and in the City. Sacramento Steps Forward is the Continuum of Care for Sacramento County and is the lead agency in responding to homelessness issues. The City plans to continue supporting Sacramento Steps Forward in its role as the Continuum of Care lead.
3	Agency/Group/Organization	SACRAMENTO SELF-HELP HOUSING
	Agency/Group/Organization Type	Services- Housing Services – Fair Hosuing
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization staff attended the community needs workshop with stakeholders and provided input on the needs of lower-income families and individuals. The organization also completed a written interview. The City has worked with Sacramento Self-Help Housing for several years to assist with homelessness prevention, tenant landlord mediation, and fair housing evaluations. The City will continue working with Sacramento Self-Help Housing to address these issues.
4	Agency/Group/Organization	FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
	Agency/Group/Organization Type	Other Government - Local
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Homelessness Needs - Chronically homeless Homelessness Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was emailed. The school district provided a written response. This input helps shape the priorities of this Annual Action Plan regarding housing the youth population in Rancho Cordova. The City has continued to foster a close working relationship with the school district to improve education outcomes for youth and to improve access to youth services, such as after-school programming.
5	Agency/Group/Organization	FOLSOM CORDOVA COMMUNITY PARTNERSHIP
	Agency/Group/Organization Type	Services - Children Services - Health Services - Education Services - Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization staff attended the community needs workshop, where they provided input on the needs of children and youth in the City. This agency also completed a phone interview. This information helps shape the data and priorities in the Annual Action Plan regarding youth populations and social services in Rancho Cordova. The City has had a long relationship with Folsom Cordova Community Partnership, which provides services to low-income families, youth, and students.
6	Agency/Group/Organization	MEALS ON WHEELS BY ACC
	Agency/Group/Organization Type	Services - Elderly Persons Services - Homeless
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Non-Homeless Special Needs Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meals on Wheels staff attended the community needs workshop with stakeholders and provided input on the needs of seniors and disabled residents. The City also called and emailed additional questions to the organization; the organization provided a written response to the City's questions. The City will continue to coordinate with Meals on Wheels to provide services to seniors in the community and find opportunities for additional cooperation.
7	Agency/Group/Organization	RESOURCES FOR INDEPENDENT LIVING
	Agency/Group/Organization Type	Services - Elderly persons Services - Housing Services - Homeless
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was contacted and completed a phone interview. This interview provided information that helps shape the data in this Annual Action Plan regarding seniors and disabled persons in Rancho Cordova. The City will continue to consider Resources for Independent Living as a resource in addressing the needs of persons with disabilities in Sacramento County.
8	Agency/Group/Organization	ONE COMMUNITY HEALTH
	Agency/Group/Organization Type	Services – Health Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs HOPWA Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization was called and provided a phone interview, offering information regarding individuals living with HIV/AIDS in Sacramento County. The City will continue to consider One Community Health as a resource for health care and AIDS/HIV prevention and care in Sacramento County.
--	--	---

Identify any Agency Types not consulted and provide rationale for not consulting

All agencies were included in the consultation process and many opportunities were provided for them to participate, including the community survey, community needs workshop, and one-on-one interview or emailed questions. No agencies were excluded from this public consultation process; however, the City focused its one-on-one interviews efforts on agencies that served HUD priority populations whose services represented the highest priority needs within the City.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Sacramento Steps Forward	Both plans work to address issues leading to homelessness and to assist persons and families experiencing homelessness in the region.
Housing Element	City of Rancho Cordova	The Housing Element is intended to help identify and plan for housing needs in the City, including very low- and low-income housing.
Sacramento Valley Regional Analysis of Impediments to Fair Housing Choice	SHRA	The plan helped to inform the needs and goals around housing and provided resident perspectives through extensive community engagement.

Table 3– Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The lead agency for the HOME Consortium Consolidated Plan is SHRA. SHRA also serves as the housing authority for the county. SHRA consulted with staff from Sacramento Area Council of Governments, Sacramento Steps Forward, the County of Sacramento, the cities of Sacramento, Rancho Cordova, Folsom, Isleton and Galt, various nonprofits, and private organizations in the development and implementation of the HOME Consortium Consolidated Plan. Organizations were consulted on an individual and group basis.

The City of Rancho Cordova's Community Development Department currently serves as the lead agency for overseeing and implementing the City's CDBG Consolidated Plan process as well as administering CDBG funds. The Community Development Department was initiated in 2015, and includes the Planning Department, Building Department, and the Neighborhood Plans and Projects Division, which manages the City's CDBG funds. The CDBG program was managed by the Housing Services Division under the Economic Development Department prior to 2015.

Rancho Cordova City staff specifically coordinated with SHRA to bring the City into compliance with the County's HOME and CDBG program year start and end dates, as well as to align themselves to share the same Consolidated Plan cycle. The City hopes to improve coordination and implementation of affordable housing programs by the Consolidated Plan cycle alignment and continued prioritization of its strategic plan goals around increasing and improving affordable housing units.

The goals of the Regional Analysis of Impediments (AI) are aligned with the City's Consolidated Plan goals. The City will continue cooperating and actively engaging the County of Sacramento in its attention to homelessness issues, including chronic homelessness and near homelessness, by participating in Continuum of Care initiatives and schedules. The City will also continue to contract with SSHH to provide housing counseling and homelessness prevention to Rancho Cordova residents. Additionally, the City participated in the Regional Analysis that was completed in the fall of 2019 and the results are utilized by each participating agency for their respective Consolidated and Annual Action Plans, and for SHRA's Public Housing Authority and Capital Fund Plans.

Narrative

The City will continue to coordinate with service providers, stakeholders, public agencies, and organizations that specialize in public and assisted housing sectors, as well as various other special needs services on a local and regional scale. The City aims to continuously grow its relationships and communication with local professional organizations and entities to help best address the priority needs of the jurisdiction and surrounding areas.

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)**1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting**

The City completed public meetings, outreach, and noticing as required by the City's Citizen Participation Plan.

Public comment received during the outreach for the Consolidated and Annual Action Plans can be found in the Executive Summary section (ES-05) of this plan. Several stakeholder consultations were held and are summarized in the consultation section.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Stakeholders, service providers	Representatives of a local CDBG target area neighborhood attended the workshop.	Emphasis on application scoring, beneficiary questions, and selection process.	All comments were accepted.	
2	Newspaper Ad	Minorities Persons with disabilities Non-English Speaking Non-targeted/broad community Seniors, minority groups, disabled groups	Public noticing of the draft Consolidated Plan and Annual Action Plan available for public comment.	No comments received.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Stakeholders, service providers, seniors, minority groups, disabled persons	On March 16, 2020, City Council reviewed and allowed for public comment to the 2020-2024 Consolidated Plan and 2020 Annual Action Plan at a regularly scheduled City Council meeting.	No comments received.	No comments received	www.cityofranchocordova.org

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Stakeholders, service providers, seniors, minority groups, disabled persons	On April 6, 2020, City Council reviewed and approved the 2020-2024 Consolidated Plan and 2020 Annual Action Plan at a regularly scheduled City Council meeting.	No comments received.	No comments received.	www.cityofranchocordova.org

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Seniors, minority groups, disabled persons	All public meetings, hearings, and noticing, as well as the draft 2020-2024 Consolidated Plan and 2020 Annual Action Plan, were made available for public comment on the City's website and promoted through social media.	No comments received.	No comments received.	www.cityofranchocordova.org
6	Consultation with Local Organizations and Governing Bodies	Stakeholders Service providers	Consultations were conducted with eight service providers in the service areas of housing, homeless services, youth services, persons with disabilities, AIDs services, and senior services.	See Table 2 consultations for responses.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Community Needs Survey	Residents Minorities Non-English Speaking - Specify other language: Persons with disabilities Non-targeted/broad community	77 surveys were completed by residents and members of local service provider organizations	Please refer to Attachment A for a summary of the outreach results.	All comments were accepted.	
8	Pop-up Event: Mather Field Light-Rail Station	Minorities Persons with disabilities Non-targeted/broad community	On December 19, 2019, 30-40 individuals were provided with information on CDBG activities and participated in community outreach at a Pop-up Event in a low-income area of the City.	Please refer to Attachment A for a summary of the outreach results.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Stakeholder/ Public Meeting	Stakeholders Service providers	On January 13, 2020, 12 representatives from 7 organizations attended a meeting with staff to provide feedback on community needs.	Please refer to Attachment A for a summary of the outreach results.	All comments were accepted.	
10	Newspaper Ad	Non-targeted/broad community	Public noticing of Amendment No. 1 to the Consolidated Plan and Annual Action Plan available for public comment	No comments received.	No comments received.	
11	Public Review Period	Non-targeted/broad community	Public review period from May 22, 2020 to May 31, 2020	No comments received.	No comments received.	
12	Public Hearing	Non-targeted/broad community	On June 1, 2020, City Council reviewed and approved Amendment No. 1 to the 2020-2024 Consolidated Plan and 2020 Annual Action Plan at a regularly scheduled City Council meeting.	No comments received.	No comments received.	
13	Newspaper Ad	Non-targeted/broad community	Public noticing of Amendment No. 2 to the Consolidated Plan and Annual Action Plan available for public comment	No comments received.	No comments received.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
14	Public Review Period	Non-targeted/broad community	Public review period from January 27, 2021 to February 1, 2021	One comment was received that expressed disappointment that more funding was not awarded to Sacramento Self-Help Housing and Folsom Cordova Community Partnership.	No comments were not accepted.	
15	Public Hearing	Non-targeted/broad community	On February 1, 2021, City Council reviewed and approved Amendment No. 2 to the 2020-2024 Consolidated Plan and 2020 Annual Action Plan at a regularly scheduled City Council meeting.	No comments received.	No comments received.	
16	Survey	Non-targeted/broad community	Between July 1 and July 30, 2021, six survey responses were received from community members	Emphasized need for homeless services, resources to recover from pandemic, affordable housing, and mental health services. See Attachment A.	All comments were accepted.	N/A
17	Newspaper Ad	Stakeholders, service providers	Public noticing for the NOFA workshop	No comments received.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
18	Consultation with Local Organizations and Governing Bodies	Stakeholders, service providers	Between July 8 and August 4, 2021, seven stakeholder organizations and 10 stakeholders were interviewed	Emphasized needs for services and better outreach. See Attachment A.	All comments were accepted.	N/A
19	NOFA Workshop	Stakeholders, service providers	On August 6, 2021, three community stake holders attended the NOFA workshop	No comments received.	All comments were accepted.	N/A
20	Newspaper Ad	Non-targeted/broad community	Public noticing for the public meeting	No comments received.	N/A	N/A
21	Public Meeting	Non-targeted/broad community	On August 23, 2021, four community members attended the public meeting	Emphasized need for reliable/affordable internet access, vocational training, and better outreach. See Attachment A.	All comments were accepted.	N/A
22	Newspaper Ad	Non-targeted/broad community	Public noticing for the 30-day review period	No comments received.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
23	30-Day Review Period	Non-targeted/broad community	TBD	TBD	TBD	https://www.cityofrancho-cordova.org/departments/community-development/housing/community-development-block-grant
24	Newspaper Ad	Non-targeted/broad community	Public noticing for the public hearing	TBD	TBD	N/A
25	Public Hearing	Non-targeted/broad community	On November 1, 2021, City Council will review and consider approving Amendment No. 3 to the 2020 Annual Action Plan	TBD	TBD	http://www.cityofrancho-cordova.org/government/city-clerk

Table 4– Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment section of this plan collects and analyzes data to demonstrate the extent of housing problems and housing needs for City residents. This assessment focuses on affordable housing, special needs housing, community development, and homelessness.

The City of Rancho Cordova is a growing City, with many different walks of life living within its boundaries. Since 2009, the total population has increased by an estimated 13 percent with a population of 64,776 growing to a population of 74,585 in 2018 (ACS 2018 Population Estimates). With this growth, special needs populations such as low-income households, homeless, seniors, youth, persons with disabilities, persons living with HIV/AIDS, and single parent families have also increased. Due to these populations' special needs, as well as their circumstances and access to opportunity, the need for services to assist these populations has also grown. These special need and priority populations are typically low-income. Obstacles often faced by these populations, as the results of community engagement portrayed, are largely seen in the areas of a lack in access to affordable housing, reliable transportation, and affordable services that are crucial to these individuals improving quality of life. With this in mind, the City will continue to prioritize its CDBG program to focus on bettering the quality of life for all special need and priority populations within its boundaries.

The information in the Needs Assessment section comes primarily from the 2011-2015 American Community Survey (ACS), HUD's Comprehensive Housing Affordability Strategy (CHAS) data from the 2011-2015 period, and the City of Rancho Cordova Housing Element. Additional information comes from resident feedback, community needs feedback collected from local nonprofits and service providers, a community survey completed by 77 residents, and consultations conducted with eight local agencies. Through this data collection and analysis, the City will estimate its community development and housing needs for the next five years.

The following is an overview of the City's community needs:

Housing Characteristics:

As stated in the City's 2013-21 Housing Element, "Despite the recent fluctuations in the housing market resulting from the housing boom and bust, affordable housing for low-, very low-, and extremely low-income populations is still in critically short supply. Frequently, across the county, subsidized housing and housing vouchers far outstrip the supply. The stall in the home building industry that resulted from the recession that followed the housing bust in 2007- 2008 resulted in fewer new homes built, and many cities are experiencing a housing shortage as the economy and the housing market recovers."

Disproportionate Need:

This assessment looks at whether any of the above housing characteristics are concentrated among minority populations or certain racial groups. Disproportionately greater need is assumed to exist when the percentage of persons in a category of need, who are members of a particular racial or ethnic group, is at least 10 percentage points higher than the percentage of persons in the category as a whole.

Overall the data shows that the lower income brackets, especially these two: 0-30 percent, and 30-50 percent face the highest rates of disproportionate need when it comes to housing problems and severe housing problems. Broken out by racial or ethnic group the groups that face the most occurrences of disproportionate greater need are American Indian/Alaskan Native populations and Pacific Islander populations. However, the American Indian/Alaska Native and Pacific Islander population sample size is considerably small, which makes it subject to sample error; therefore, any findings and assumptions for those two populations should be taken with caution.

Households who are paying more than 50 percent of gross monthly income on housing have a severe housing cost burden. In the jurisdiction as a whole, about 16 percent of households had a severe housing cost burden. In comparison to the jurisdiction as a whole, these two racial groups faced a disproportionate incidence of severe housing cost burden: Black/African American, at 26 percent, and Pacific Islander at 42 percent.

Lower-income households are more likely to have housing related problems than moderate and above-moderate incomes, regardless of race or ethnicity. According to 2011-2015 ACS data, the rate of experiencing a severe housing cost burden for extremely low-income, or 0-30 percent AMI, is 77 percent or 2,610 households; for very low- income, or 30-50 percent AMI, it is 36 percent or 1,265 households, and for moderate income, or 50-80 percent AMI, it is 15 percent or 690 households.

Homelessness:

In 2019, per the Point in Time count, the total unsheltered homeless count in Rancho Cordova was 249 individuals. While the City does not operate any transitional housing facilities, it does cooperate with the County of Sacramento's Continuum of Care. The City is also home to a major supportive housing facility for formerly homeless individuals, the Mather Community Campus.

The City of Rancho Cordova contracts with Sacramento Self-Help Housing to provide housing counseling, homelessness prevention, and fair housing services to Rancho Cordova. The Rancho Cordova Homeless Outreach Team (HOT) has also helped to serve the City's homeless population by providing guidance for accessing local public services, as well as providing education and resources that help for homeless individuals to have a better quality of life.

Special Needs Populations:

Households with special housing needs often have greater difficulty finding suitable and affordable housing. As a result, these households may frequently experience cost burdens, overcrowding, and various other significant housing problems. Persons with disabilities and seniors are often cost burdened, which limits their ability to access decent affordable housing. This, coupled with a lack in

availability of affordable housing units, works as a major constraint to these populations and their ability to find housing or afford to live in the City.

Seniors

In the City's 2013 Housing Element and surveys of senior housing providers, the City currently has 28 age-restricted single-bedroom units and 178 assisted living units. The 2011– 2015 ACS estimates 1,721 senior single-person households. This means that the vast majority of seniors, who frequently have lower income, are competing in the open market for suitable housing. This puts even more pressure on affordable units, resulting in seniors who are at risk of substandard housing, or a high housing cost burden.

According to 2011- 2015 ACS data, seniors aged 62 years and over compose 14.2 percent (9,907 persons) of Rancho Cordova's population. However, the percentage of senior households experiencing cost burden indicates that there are limited affordable housing options that meet the needs of seniors, particularly with home-owning households. This same data reports that senior homeowners make up 38 percent of lower-income households (50 percent HAMFI) experiencing cost burden and 41 percent of lower income-households (50 percent HAMFI) experiencing severe cost burden.

The City has seen minimal new multi-family construction, which adds pressure to an already existing housing shortage for renters of lower income, seniors, and persons with disabilities. For example, a new, low-rise apartment complex, BDX Capital Village, was constructed in the City, and it is the first new market-rate, multi-family development in the City since 2006.

Persons with disabilities

According to 2011-2015 ACS data, there are 8,638 people living Rancho Cordova with a disability (hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, or independent living difficulty). The disabled population is approximately 12.7 percent of the total (civilian and non-institutionalized) population. Those with disabilities normally trend towards being within the lower-income household designation, increasing their likelihood of needing housing assistance.

The most prevalent reported disability is ambulatory difficulty, or a permanent, physical disability requiring the aid of wheelchair for traveling. Due to this, housing for this population will require accessibility features (e.g., installation of grab bars, usable doors, accessible light switches, outlets, thermostats, etc.).

Domestic Violence

Local data is difficult to gather for victims of domestic violence and related crimes, so the City relies on statewide reports to provide insight. The National Intimate Partner and Sexual Violence Survey (NISVS) reported that 32.9 percent (4.5 million) of California women and 27.3 percent (3.7 million) of men will experience rape, physical violence, and/or stalking by an intimate partner in their lifetime. Two domestic violence groups, My Sister's House and WEAVE, provide shelters and serve the Sacramento area with domestic violence services. Domestic violence and similar crimes continue to be very difficult problems

to address due in large part to the rate at which these crimes go unreported. The Rancho Cordova Police Department frequently partners with the County's Child Protective Services to assist in domestic violence and dating violence situations involving children.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)**Describe the jurisdiction's need for Public Facilities:**

According to outreach conducted in preparation of the Consolidated Plan, the top public facility needs in the City are park improvements, community facilities, and childcare and youth facilities improvements. Currently, a number of facility improvement projects are underway that address these identified needs.

On January 20, 2020, the City of Rancho Cordova and Center of Praise Ministries dedicated a site in Rancho Cordova as a future youth center, which will primarily serve the City's low-income youth population. The Center of Praise Ministries in Sacramento agreed to lease a 1.75-acre property, which included a 9,000-square-foot building, for this purpose. This lease will be at no cost to the City for 25 years, with the option to extend for another 25 years. The City, in partnership with the Rancho Cordova Police Activities League, will operate the future youth center in collaboration with other community and other nonprofit organizations. Based on the feedback received during the Consolidated Plan's outreach efforts, the City is lacking in opportunities for low-income youth to participate in after-school programs and activities. Please refer to **Attachment A** to review feedback received regarding public facilities in the City.

The City is also in the process of constructing a new community civic center, known as the Mills Station District project. The City Council has held four public work sessions with residents, businesses, and interested parties to refine the vision for the project, select a location, and review various site layouts. The site selected for the project is the Mills Station Property, which is a City-owned 10-acre parcel located on Folsom Boulevard adjacent to Folsom Lake College/Rancho Cordova Center and across the street from the Mills Station Arts & Culture Center (the MACC). The City Council, after much public input and discussion, prioritized the potential uses for this project to include a space for performing/visual arts, a recreational and housing space, a space to accommodate meetings, and an outdoor area for community gatherings.

The City recently completed putting together a five-year Capital Improvement Plan for 2021 through 2025. This plan outlines multiple facility projects that the City is planning, or in the process of completing, in the next five years. The Capital Improvement Plan may be accessed at:

<https://www.cityofranchocordova.org/home/showdocument?id=14941>

How were these needs determined?

These needs were determined through a Community Needs Survey, by feedback received from residents, business owners, community leaders, and representative of social service agencies, as well as consultation and community engagement held with City departments and local service providers that primarily work with low-income and disadvantage populations.

Describe the jurisdiction's need for Public Improvements:

Feedback from the community needs survey showed that a majority of individuals saw public transportation infrastructure improvements, as well as street and sidewalk repairs, to be some of the highest priority public improvement needs. Another notable public infrastructure need was the need for streetlights in neighborhoods without them.

The City is currently undertaking various projects to meet the need for public improvements, including alternative transportation projects, roadway transportation projects, and stormwater projects.

Alternative Transportation Projects

The City will continue to fund the rehabilitation of sidewalks and install/replace Americans with Disabilities Act (ADA) compliant sidewalk ramps at several locations around the City. The projects are selected from a list, which is maintained by the City's Public Works Department, based on the degree of need for repair. The City will also install inductive loop sensors to detect bicycles with metal rims at seven intersections in the jurisdiction, and the City will make improvements to the existing roadway system to create a safer and more bike-friendly network of roads.

Roadway/Transportation Projects

The City will implement various construction projects, including a new four-lane road from Douglas Road to Chrysanthy Boulevard and a new two-lane road with a widened median off of International Drive. The City will also fund street rehabilitation programs, which will evaluate roads, sidewalks, and storm drains that are in greatest need of preservation or upgrades. Additionally, the City will produce a Systemic Safety Analysis Report, which would analyze road signage in bicycle/pedestrian areas and the effectiveness of existing safety measures.

Stormwater Projects

The City will repair its drainage systems to the American River, upgrade existing stormwater pipes in the Mills Ranch Neighborhood, and identify flooding problems within the City through hydrologic and hydraulic analysis of the City drainage system. The City will also replace chain link fences around City-owned creeks, which would improve security, aesthetics, and visibility at stormwater assets.

How were these needs determined?

These needs were determined through community outreach with local residents and stakeholders, field surveys and observations, and an assessment of the condition and lifespan of various public facilities. The Public Works Department keeps a detailed record of repairs that are needed in the public infrastructure throughout the City and reports on these records regularly.

Describe the jurisdiction's need for Public Services:

During the 2020-2024 program years, the City will continue to push for the expansion of public services within the community, focusing specifically on creating improvements to accessibility and availability of

services that benefit the most vulnerable populations. In drafting this Consolidated Plan, City staff reached out to residents, stakeholders, public agencies, and other organizations to determine the need for public services. Outreach was aimed at determining the current availability of public services in the community, while also receiving feedback on services that are needed and services that could complement resources that are already available. The results of this outreach helped to shape the Strategic Plan section, while also helping to identify the City's priority populations.

From various community engagement methods, including a community survey, which was completed by 77 individuals, consultations, community events, and stakeholder input, City staff was able to identify specific trends in the most needed public services within the community. The following summaries describe feedback received on each priority population's most needed services:

For **children**, the survey found that the top three most needed services were affordable childcare, after-school programs, and parenting support. This was supported by feedback received from stakeholders and community members that participated in the Mather Field light rail station pop-up event. Stakeholders stressed that affordable childcare is extremely hard to find in the City, while also stating the lack in availability of support for low-income parents.

For **youth populations**, the survey identified that after-school programs, teen employment services, and teen recreation programs were the highest priority. This strongly coincided with a consultation completed with the Executive Director of the Folsom Cordova Community Partnership, in which they explained that after-school programs are in high need in the community, especially programs focused on financial empowerment and career development.

For **persons with disabilities**, the survey identified affordable housing programs and affordable transportation services as some of the highest priorities. Similarly, **senior populations** showed that affordable housing programs and affordable transportation services were of high priority. This was supported by a consultation conducted with Resources for Independent Living, a local disability resource agency, which stated that affordable housing is extremely necessary for senior and disabled populations, not only in the City, but in the County as well. They also went on to say that barriers to employment are a challenge for these populations, which transportation methods often contribute to. Overall, financial assistance and efforts based on affordability are highly prioritized among these populations.

For **low-income and at-risk homeless individuals**, survey outreach gathered feedback that supported the need for rental housing assistance and homeownership assistance for low-income populations. This was supported across the board by consultations conducted with service providers, which stressed the need for affordable housing assistance programs. It should also be noted that mental health services for homeless and low-income individuals were also stressed as a priority in the community.

How were these needs determined?

These needs were determined through various outreach methods that were facilitated by City staff. Methods of outreach included a community pop-up event at the Mather Field light rail station, stakeholder consultations, a stakeholder meeting, a community survey, and a community engagement

neighborhood meeting. Each of these events prioritized receiving feedback on the City's highest priority needs, including public service needs.

Based on the needs analysis above, describe the State's needs in Colonias

The City of Rancho Cordova does not contain any areas within its boundaries that fall under HUD's definition of a colonia. According to HUD, a colonia is defined as "any identifiable community in the United States–Mexico border regions of Arizona, California, New Mexico, and Texas that has inadequate sewage systems, no potable water supply, and a shortage of decent, safe, and sanitary housing. The border region includes the area within 150 miles of the U.S.–Mexico border excluding metropolitan statistical areas with populations exceeding one million." Given the City's proximity to colonias, this section is not relevant.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Rancho Cordova became an incorporated City on July 1, 2003. It is the seventh community in Sacramento County to incorporate and is California's 478th City. The City is a suburban community that is part of the greater Sacramento urban region and lies on the Highway 50 corridor between two larger cities, Sacramento and Folsom. The City is situated between Mather Air Force Base and the American River and is considered to have one of the largest employment sectors in the area, which attracts tens of thousands of commuters each day.

A large portion of the housing stock in Rancho Cordova consists of single-family homes, with roughly 58 percent being single-family dwelling units. The housing stock contains a large number of older homes, and housing and rental prices are generally more affordable compared to most cities in the region. The City has made efforts to construct new quality units and strives to ensure that new development will complement existing communities and that the mix of housing in the future will more closely match the community's housing needs.

The City works with nonprofit developers to continue to develop future subsidized housing projects. The City partners with the SHRA, the housing authority for Sacramento County, to manage public housing and the housing choice voucher system.

Other ways that the City directly addresses affordable housing needs are through emergency health and safety repairs for income-qualified households, which preserves the existing stock of affordable housing. The City also preserves affordable housing through code enforcement and rental inspection efforts, which ensure that all rental housing is safe and habitable.

Please see below for a brief summary of Housing Market characteristics specific to Rancho Cordova.

Number of Housing Units:

The number of housing units in the City increased by 85 units between 2015 and 2017 (2011-2015 and 2013-2017 ACS five-year estimates, respectively). This is a minor increase compared to the increase in population in the community, which changed from 71,017 to 74,585 between 2015 and 2018 (ACS 2018 Population Estimates). This suggests that housing production did not keep up with housing demand.

In general, the available housing inventory does not meet the needs of the existing population. The rising housing costs in the nation, which are very pronounced in California, have made housing affordability a major problem for many working households. The most common housing problem is the cost of housing, as discussed below. This problem impacts the majority of low-income households across the racial and ethnic spectrum in the City.

Cost of Housing:

Housing prices have been increasing since 2014. In 2014, the median home value in Rancho Cordova was \$195,600, which increased to \$251,500 in 2017; the median contract rent in the City has also increased, from \$848 in 2014 to \$936 in 2017 (ACS 2014 and 2017 Housing Cost Estimates). With this increase in median home values and median rent costs, lower-income households continue to be cost burdened. According to 2016 data, approximately 38 percent of the City's homeowners and renters reported having a housing cost burden of 30 percent or higher of their monthly income (2012-2016 CHAS Data).

Condition of Housing:

The City contains a significant amount of older housing, with approximately 14,035 owner- and renter-occupied housing units being constructed before 1980 (2017 ACS 1-Year Estimate). Both owned and rented housing units can be in need of repair and maintenance, although renter-occupied properties are typically older and in more disrepair. For owner-occupied homes, 30 percent have one substandard condition, and 47 percent of renter-occupied homes have one substandard condition. Six percent of renter-occupied units have two substandard conditions while 1 percent of owner-occupied units have two substandard conditions. Overall, renter-occupied homes have higher instances of substandard conditions (2015 ACS Condition of Units).

Public and Assisted Housing:

There are ten public housing apartment complexes that include some of the 747 affordable housing units in Rancho Cordova. Most of these units are administered by the SHRA, which serves as the public housing authority for Sacramento County. The City of Rancho Cordova does not have its own local housing authority. Resident initiatives are handled directly by the SHRA. The remainder of the affordable housing units are operated by various nonprofits. The most prominent of these is VOA, which operates the Mather Community Campus transitional housing program, and Mercy Housing, which operates the 100 units of permanent supportive housing at the Mather Veterans Village.

Barriers to Affordable Housing:

According to the 2020-2024 Sacramento Valley Analysis of Impediments, some of the most significant barriers to affordable housing across all jurisdictions are:

- Segregation, which is manifested in disproportionate housing needs and differences in economic opportunity
- An increasingly limited supply of affordable rental housing units in the area
- Disparities in the ability to access homeownership
- An increase in stricter rental policies

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives, and the operation of a home rehabilitation and repair program, as well as several other options. These

can be found with additional detail in the City's 2013–2021 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)**Introduction**

This section covers Rancho Cordova's economic development asset needs and describes the current and future projects and plans that are underway in the City to help support the identified needs.

Economic Development Market Analysis**Business Activity**

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	321	47	1	0	-1
Arts, Entertainment, Accommodations	3,059	3,169	12	7	-6
Construction	1,675	3,917	7	8	1
Education and Health Care Services	4,676	5,258	19	11	-8
Finance, Insurance, and Real Estate	2,195	9,845	9	20	12
Information	472	443	2	1	-1
Manufacturing	1,580	4,315	6	9	3
Other Services	923	876	4	2	-2
Professional, Scientific, Management Services	2,864	9,747	12	20	9
Public Administration	0	0	0	0	0
Retail Trade	3,273	3,750	13	8	-5
Transportation and Warehousing	640	647	3	1	-1
Wholesale Trade	1,007	1,961	4	4	0
Total	22,685	43,975	--	--	--

Table 5 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	35,380
Civilian Employed Population 16 years and over	30,835
Unemployment Rate	12.88
Unemployment Rate for Ages 16-24	36.96
Unemployment Rate for Ages 25-65	9.00

Table 6 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	7,600
Farming, fisheries and forestry occupations	1,865
Service	3,415
Sales and office	8,660
Construction, extraction, maintenance and repair	2,445
Production, transportation and material moving	1,550

Table 7 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	18,910	66%
30-59 Minutes	8,270	29%
60 or More Minutes	1,570	5%
Total	28,750	100%

Table 8 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	1,875	245	1,370
High school graduate (includes equivalency)	5,615	895	2,270
Some college or Associate's degree	10,060	1,685	2,815
Bachelor's degree or higher	8,080	495	1,350

Table 9 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	105	300	460	690	775
9th to 12th grade, no diploma	655	645	405	995	500

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
High school graduate, GED, or alternative	1,955	2,545	2,035	4,220	2,310
Some college, no degree	2,795	3,570	2,545	4,600	1,885
Associate's degree	415	1,245	860	1,765	750
Bachelor's degree	390	2,180	2,380	2,585	1,050
Graduate or professional degree	15	825	915	1,120	505

Table 10 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	22,055
High school graduate (includes equivalency)	26,961
Some college or Associate's degree	32,057
Bachelor's degree	53,412
Graduate or professional degree	65,363

Table 11 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sectors in the City are as follows:

- Education and Health Care Services: 4,676 workers
- Retail Trade: 3,273 workers
- Arts, Entertainment, Accommodations: 3,059 workers

In addition to the tables above, according to the Rancho Cordova Economic Development division, the most recent data available shows that the City is the largest business sub-center in the region, with over 3,000 entities conducting the corporate aspects of their businesses in the City. It was also noted that Rancho Cordova is the region's largest clustered hub for the home improvement industry. The City also notably offers the largest hub for the vehicle aftermarket industry in Northern California, accounting for 25 percent of all firms in the greater Sacramento area. The Rancho Cordova Economic Development division also states that technology is one of the region's top ten industry clusters.

Describe the workforce and infrastructure needs of the business community:

According to 2013-2017 ACS 5-Year Estimates, 88.7 percent of Rancho Cordova's adult population was educated at a high school level or higher compared to 87 percent in the County. The percentage holding a bachelor's degree or higher was approximately 26 percent compared to the County's 29.9 percent.

The poverty rate in that same period was 14.9 percent in Rancho Cordova and 14.1 percent for the entire County. Median household income was \$57,965, whereas the median income for the County was \$60,239. The mean travel time to work was 25.6 minutes compared to the County's 26.9 minutes. Additionally, 93 percent of households had a computer and 83.1 percent had broadband subscription in the City of Rancho Cordova, compared to the County, in which 91.7 percent of households had a computer and 82.8 percent had a broadband subscription.

Though the City is generally in good standing in terms of workforce development and business, the City's Economic Development Element of 2015 identified some challenges. One challenge that the business community faces is the aging of infrastructure. Specifically, much of the building stock in the City was identified as needing refurbishment or rehabilitation due to age and deterioration. Additionally, it was noted that many office buildings contain large floor plans with outdated interiors that are in need of beautification and renovation.

The following factors were also identified as challenges to the business community's functionality:

- Traffic congestion on major roadways and Highway 50
- A lack of shuttles to transport workers from light rail stations
- Lack of national major retailers and shopping opportunities
- A lack of diverse downtown area where government offices, businesses, retail, services, entertainment, residential uses, and public spaces are clustered

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City of Rancho Cordova is constantly undergoing projects and activities that focus on improving the quality of life for its residents, while generating a positive economic impact. The following projects have recently been completed or are anticipated to be completed within the Consolidated Plan period:

Folsom Boulevard Beautification and Enhancement Project Phases IV

The final phases of the Folsom Boulevard Beautification and Enhancement Project are being completed in 2020. This project is regarded as a major triumph within the City, given the historical importance that has been placed on the Folsom Boulevard corridor. The completed project features a new concrete multi-use bicycle and pedestrian path, construction of a new sidewalk, extensive landscaping and irrigation improvements, intersection and signal improvements, the installation of decorative street lighting, construction of new curbs and gutters, installation of new raised medians, and the construction of new storm drain and drainage inlets. This project has served the local economy and community by removing barriers to transportation along Folsom Boulevard, creating a safer path of travel for children and other pedestrians, preserving a historical area of town, and implementing beautification in order to attract economic growth and development in the project's surrounding areas.

ADA Sidewalk Improvements:

The City's Public Works Department will continue to undertake the ADA Sidewalk Improvements projects on an annual basis throughout the Consolidated Plan cycle. This project focuses on removing and replacing curbs, gutters, sidewalks, ramps, and drainage improvements at various locations in the City, primarily focusing on areas with a high concentration of senior, disabled, and low-income households. The progression of these improvements will help promote safer and more pedestrian-friendly streets, which will in turn promote a less congested and more efficient path of travel.

Highway 50 and Zinfandel Drive Interchange Improvements:

Given the City's continued representation as the largest workforce hub in the Sacramento area, it has been a high priority to create infrastructure that can support the increase in traffic and congestion as a result of a higher workforce population. As an effort to address this increase, construction on the Highway 50 and Zinfandel Drive interchange is currently underway. The improvements project will add an additional lane on Zinfandel Drive over Highway 50, modify the highway entrance and exit ramps, add bicycle lanes, and modify traffic signals. This project is designed to improve operations, alleviate congestion and provide safer routes for drivers, bikers, and pedestrians on Zinfandel Drive from White Rock Road to Olson Drive, referred to as the Zinfandel Complex. The project is anticipated to be completed in the spring of 2020.

Sunrise Boulevard Rehabilitation Project:

The City will be undergoing the Sunrise Boulevard Rehabilitation Project. The proposed project includes road paving and traffic signal modifications on Sunrise Boulevard from Folsom Boulevard to White Rock Road. It will also construct a widened sidewalk on the east side of Sunrise Boulevard between Citrus Road and the Folsom South Canal, and striped bicycle lanes on Citrus Road. The project is designed to improve transportation, accessibility, and safety for drivers, bicyclists, and pedestrians in the area.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The workforce in the City of Rancho Cordova generally has higher high school graduation rates among its population, with an increasing number of residents receiving a college education in recent years. While the current workforce is aligned with retail and service industry employment opportunities, there is a significant need for job training and additional education to better align the workforce with the higher-paying employment opportunities currently available in the City.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The City uses non-federal funds to support many programs and projects, such as job training, through the Community Enhancement Fund. Additionally, the City uses CDBG funds to support the Folsom

Cordova Community Partnership, which offers mentoring programs and financial management classes to youth and low-income families. These programs teach participants how to use social and monetary capital as a tool to further their possibilities for employment and higher education. Folsom Cordova Community Partnership also offers parenting classes and works with participants to develop their workforce skills to be more readily available for the job market. In a consultation with the partnership's Executive Director in preparation of this plan, it was explained that new program initiatives will focus on "adulting" programs and training that will help youth prepare for the daily tasks of being an adult and finding an appropriate work/life balance.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

The City is not currently participating in a CEDS.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City is not currently participating in a CEDS.

Discussion

The City of Rancho Cordova continues to take a proactive and involved approach to economic development, which has helped to noticeably improve the City's economic standing in the region. While the City has a significant amount of undeveloped land with multiple development opportunities, the City has also focused on the potential for economic improvements in existing neighborhoods and businesses. The City's focus on infill programs, small and local business assistance programs, cooperation with higher education providers, and incentives that help both businesses and the community has helped to improve job opportunities and reduce unemployment citywide. Almost as importantly, it has improved Rancho Cordova's reputation in the region, from a high-crime, lower-income area, to a thriving employment center with a community focused on making the City more inviting and having better quality of life for its residents.

MA-50 Needs and Market Analysis Discussion**Are there areas where households with multiple housing problems are concentrated?
(include a definition of "concentration")**

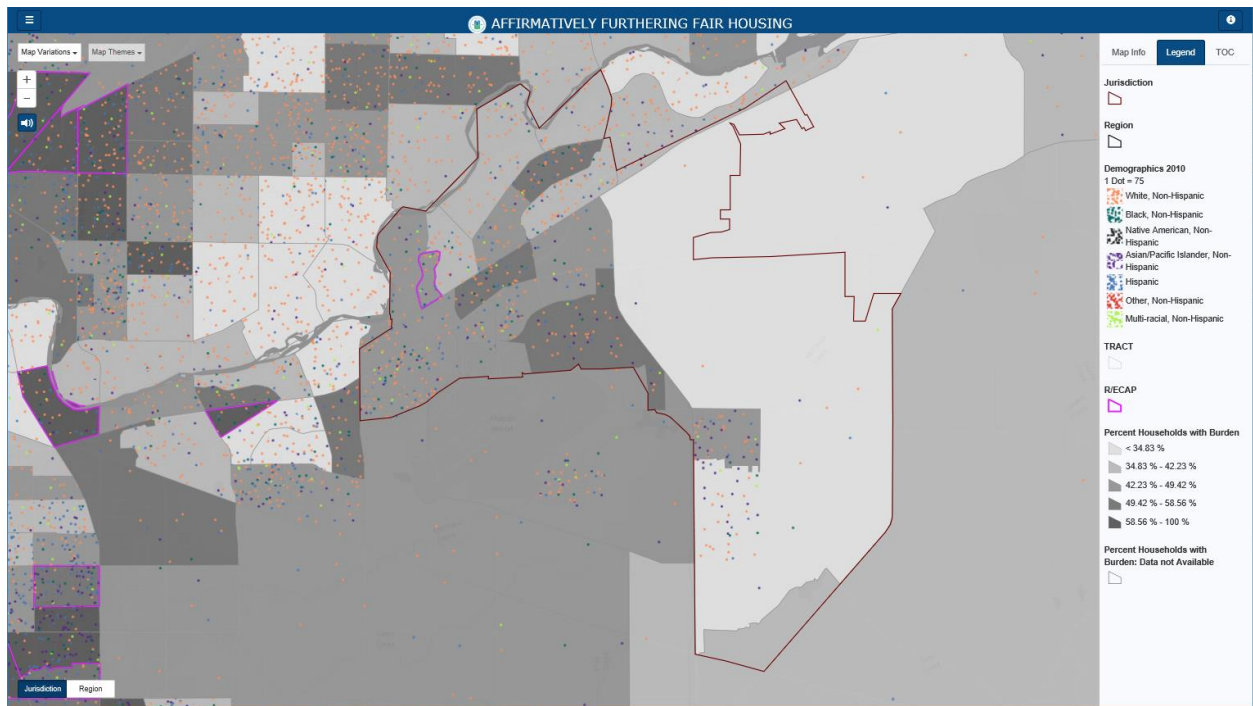
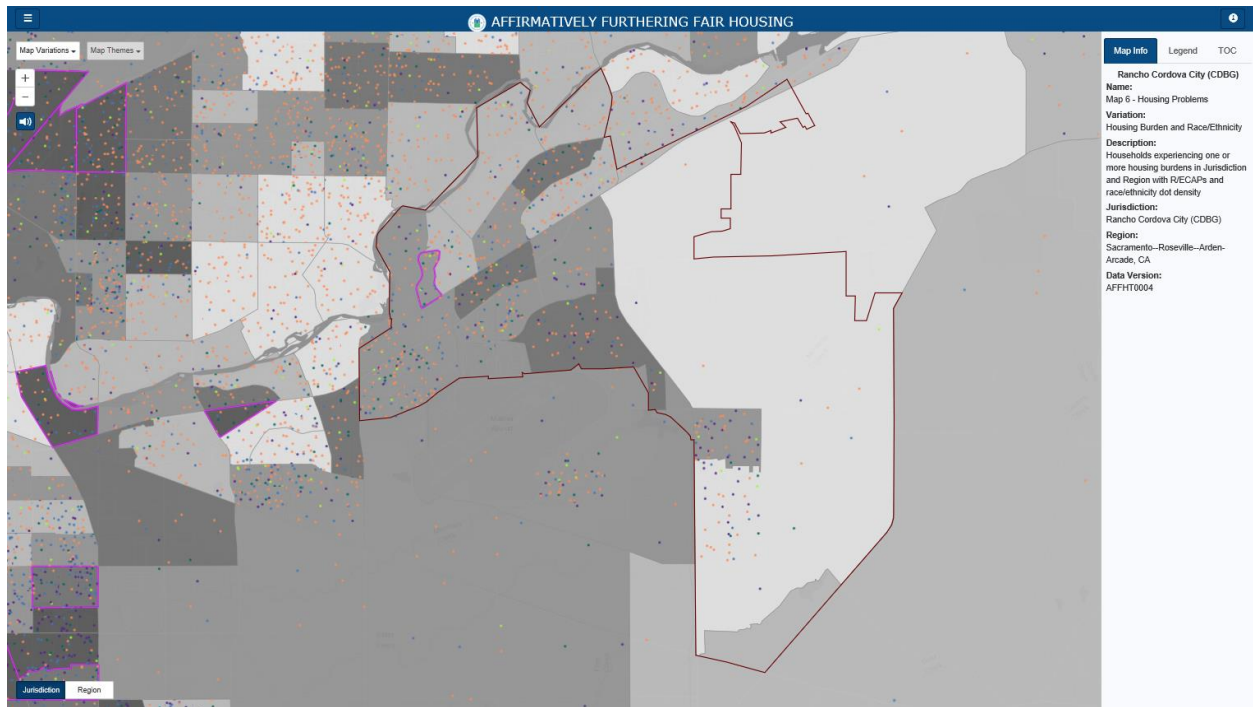
For the purpose of identifying housing problems, HUD's definition of "concentration" is the following: A block group area where the percentage of households with multiple housing problems exceeds the countywide total percentage of households with multiple housing problems.

Referencing the 2011-2015 CHAS data regarding severe housing problems in Rancho Cordova, lower-income households are more likely to have severe housing problems than those with moderate or higher incomes, regardless of race or ethnicity.

According to this same data, 77 percent of households (2,610) in the extremely low-income bracket (0–30 percent AMI) are reported to experience severe housing problems. The Pacific Islander category exceeds the jurisdiction-wide rate for severe housing problems by 23 percentage points, with 20 households experiencing severe housing problems. Extremely low-income Black /African American and White households had equal rates (81 percent), which are slightly above the jurisdiction-wide rate, with 1,435 White households and 480 Black households experiencing at least one severe housing problem.

According to the same data, of the households in the very low-income bracket (30–50 percent AMI), 36 percent (1,265) are reported to experience at least one of the four severe housing problems. For this income bracket, the group that faces the highest disproportionate need is the Pacific Islander population, at 86 percent or 60 households. It is important to note, however, that the data presented can make interpretation difficult due to the small sample size. Both Black and Hispanic populations experienced severe housing burdens at similar rates, at 43 percent for Hispanics (285 households) and 40 percent (145 households) for Black/African American.

Looking at housing burdens geographically, the areas with the highest concentration of housing burdens are generally in the northwest half of the City, as well as a small section toward the center of the City. Referring to the maps below, the areas shaded in dark grey represent areas where higher percentages of the population have housing burdens. Data also showed that three census tracts have over 50 percent of their population experiencing any of the four HUD-defined housing problems: census tracts 89.07, 90.08, and 90.11.

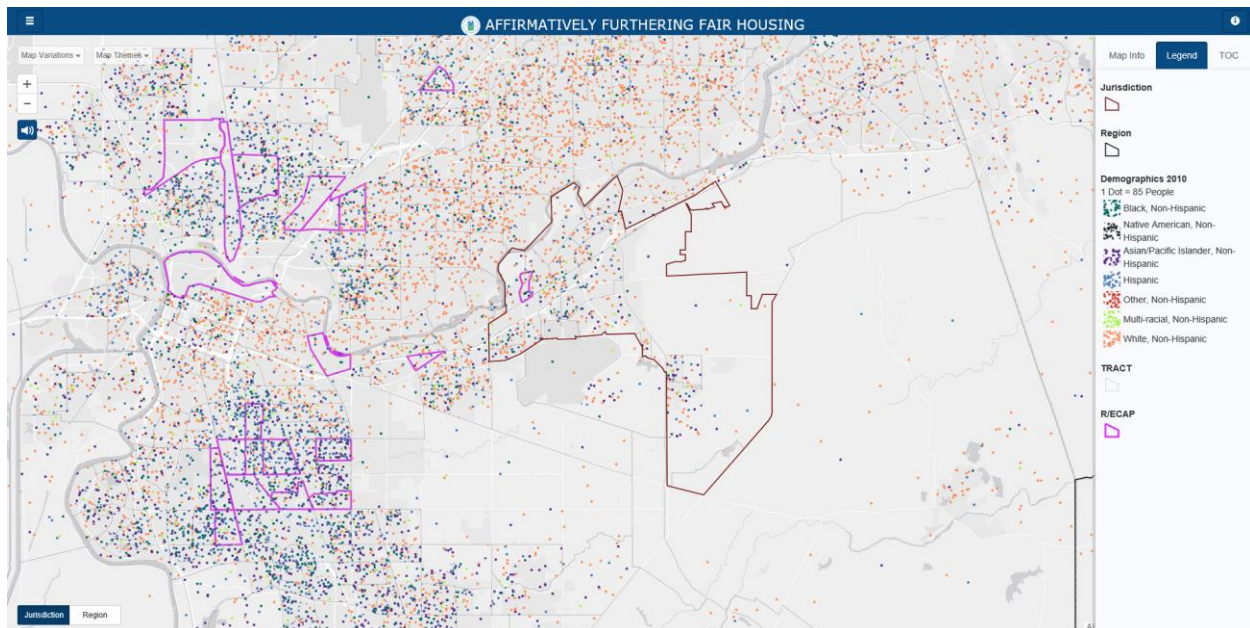


Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Minority populations are defined as the total population except those who responded "White alone" to the US Census. Block group areas where the percentage of total minority population exceeds the group's countywide total percentage are considered to be areas of "minority concentration."

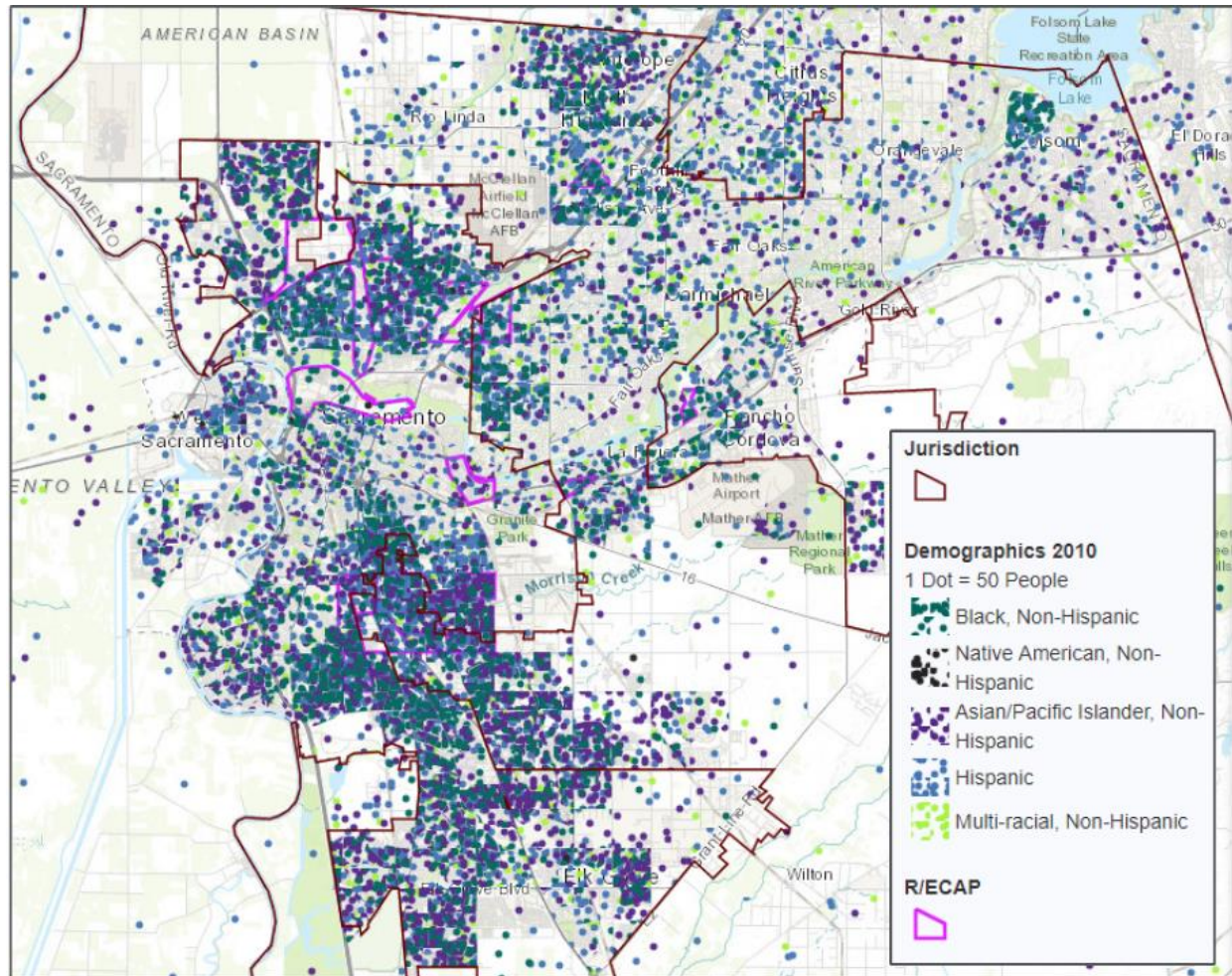
Per the data in the map below, only one portion of the City of Rancho Cordova qualifies as a racially or ethnically concentrated area of poverty (R/ECAP). An R/ECAP is any census tract in the City that has a concentration of 50 percent or more of minority residents, as well as a poverty rate above 40 percent. The map below illustrates the various R/ECAPS throughout the County; however, the R/ECAP located in Rancho Cordova is used for the purposes of this analysis.

The one census tract classified as an R/ECAP is census tract 89.11. This census tract was further analyzed to review the available Limited English Proficiency (LEP) information from HUD. LEP information was analyzed using the HUD AFFH tool for the City. In this census tract, the total LEP population was 2,295, with 8.5 percent speaking Spanish, 2.18 percent speaking Cantonese or Mandarin, 1 percent speaking Russian, and 39 percent speaking Vietnamese.



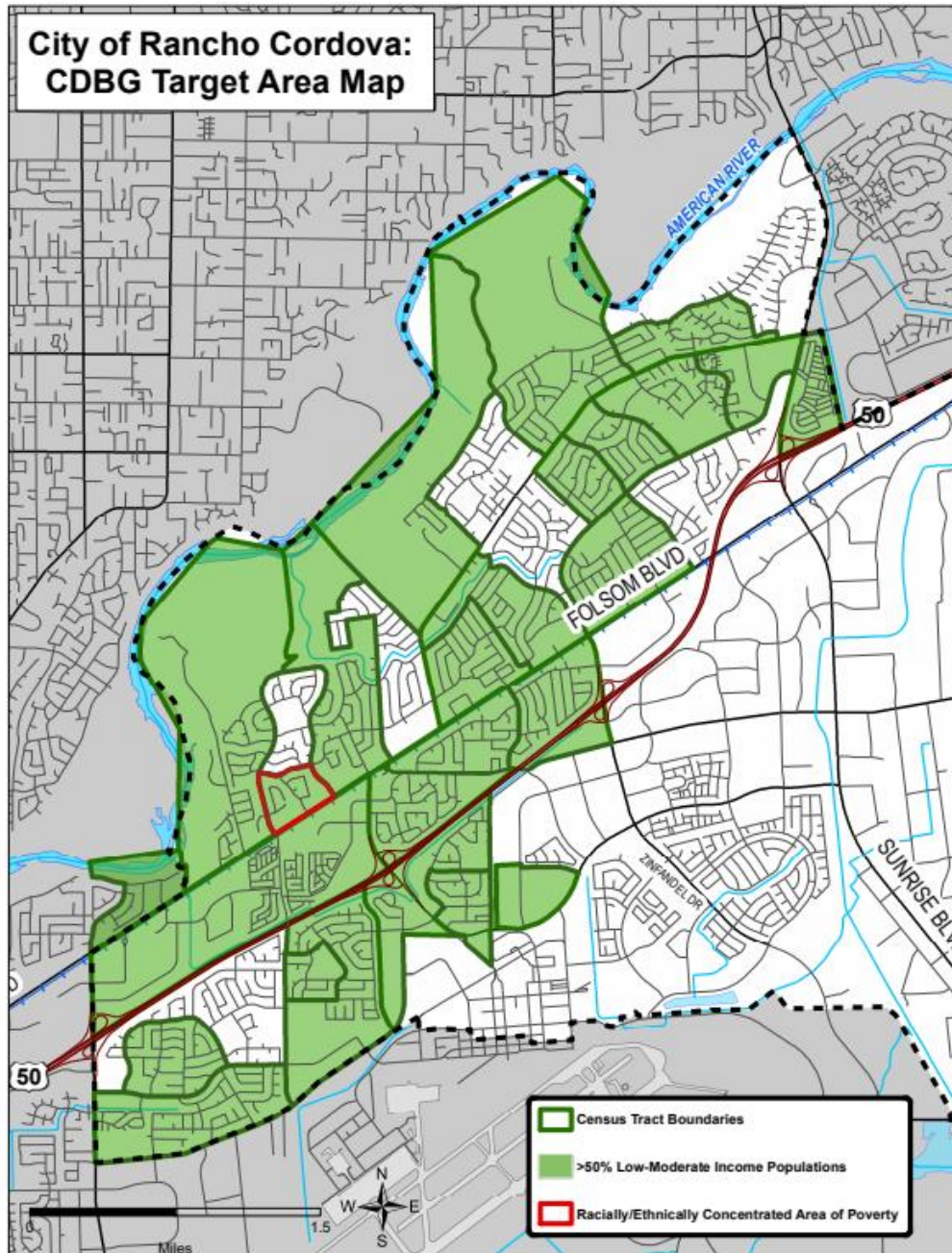
Additionally, the following map was used in the Sacramento County Regional Analysis of Impediments to show racial and ethnic concentration on a regional perspective.

Race/Ethnicity, Sacramento County



Source: HUD Affirmatively Furthering Fair Housing Data and Mapping Tool—Version 4. <https://egis.hud.gov/affht/>

The map below displays the latest CDBG target area within the City. As illustrated, the CDBG target area is dispersed throughout the City. Census tracts that qualify as CDBG target areas are based on the percentage of residents within a given census tract that are more than 50 percent low-income individuals. The green-shaded areas in the map are those that qualify as such CDBG target areas. The census tract outlined in red represented the census tract that is identified as the City's only R/ECAP.



What are the characteristics of the market in these areas/neighborhoods?

These neighborhoods generally tend to have older homes, and as a result often have more identified housing problems than census tracts with higher-income individuals. Subsequently, housing costs are also lower in these neighborhoods due to a lack in repairs, higher crime rates, and decreased value of infrastructure and local resources.

Are there any community assets in these areas/neighborhoods?

As the bulk of the fully developed portion of Rancho Cordova is in the northern half of the City, the bulk of community assets are also in the northern half. These assets include the Senior Center, most of the neighborhood and community parks, grocery stores and shopping centers, the Family Resource Center, houses of worship, and public schools, which are evenly distributed across the older section of Rancho Cordova between the lower-income neighborhoods and moderate-income neighborhoods. With this in mind, many of the City's community assets are in locations that allow for reasonable access for low-income populations.

The more significant disparity between community assets has to do with the older northern half of the City versus the newer and still predominantly undeveloped southern half. While the bulk of the newer housing is made up of owner-occupied, yet moderate- and above moderate-income households, there is still a lack of community assets. A grocery store and some commercial buildings have opened in the southern half; additionally, the southern half has a clubhouse for those who live along the Anatolia HOA boundary. The park and school districts have built the appropriate neighborhood facilities, as per the phasing of the various development agreements that regulate the southern half of the city.

Are there other strategic opportunities in any of these areas?

There are several strategic opportunities in the lower-income portion of the City. These opportunities include but are not limited to:

- Acquisition and rehabilitation, or demolition and reconstruction, of aging multi-family housing.
- Community Benefit Development Organizations with a focus in neighborhood revitalization, particularly along the Folsom Boulevard and Coloma Road commercial areas.
- Single-family housing acquisition, rehabilitation, and sale as affordable units in the more distressed older neighborhoods.
- Multi-agency partnership to leverage resources and build service capacity, including nonprofits, faith-based, and public agency organizations.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

According to the Federal Communications Commission, as of 2018, there are seven DSL providers, one cable internet provider, three fiber internet (FTTH) providers, and five fixed wireless (WISP) providers in Rancho Cordova. There are also five mobile broadband (cellular) providers with service available in the City. Most census tracts in the City have broadband subscription rates of 60-100 percent, illustrating a fairly substantial rate of access to internet among most residents.

Countywide, 82 percent of households have a desktop or laptop computer and 87 percent have a smartphone—higher than the US overall. Seventy-six percent of households have broadband access by cable, fiber, or DSL and 89 percent have some type of broadband access—10 percent only have internet through their cellular data plan. However, ACS data indicate that access is much lower for low- and moderate-income households. In Sacramento County, just 3 percent of households earning \$75,000 or more per year are without any internet subscription compared to 29 percent of households earning less than \$20,000 per year and 12 percent of households earning between \$20,000 and \$75,000 per year. As part of the community engagement process conducted for the Consolidated Plan, a focus group was held with stakeholders about broadband needs and digital inclusion. Additional interviews were held with stakeholders who work in social services and improving broadband access. Stakeholders represented the following organizations: Sacramento County Department of Technology, City of Sacramento, Valley Vision, Communication Workers of America, Sacramento County Office of Education, Sacramento's Social Venture Partners (SVP), and Sacramento Public Library.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

As the number of broadband services subscribers and users rises, there will subsequently be an increase in the number of service providers in the jurisdiction. With an increase in service providers, increased competition will more than likely be a direct result. The City will continue to support the community's access to broadband services and will do its best to facilitate a smooth integration of broadband service providers, while supporting a healthy level of competition among providers.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)**Describe the jurisdiction's increased natural hazard risks associated with climate change.**

The City of Rancho Cordova recognizes its role in reducing the risk of increased natural hazards, especially those associated with climate change. The City acknowledges that with an increase in population and the number of individuals coming to Rancho Cordova for work and leisure, there will be an increase in the City's contribution to greenhouse gas emissions. The City will prioritize collaborative efforts with neighboring jurisdictions that work to address the increase in greenhouse gas emissions in the region.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

In drafting the 2020-2024 Consolidated Plan, Sacramento County and other participating jurisdictions evaluated the natural hazard risks to low- and moderate-income residents. The evaluation was conducted through consulting with stakeholders that represent Sacramento County, Sacramento County Office of Emergency Services, and Sacramento County Department of Transportation during a focus group. When these stakeholders were asked about recent natural disasters, property damage, and the impact of the damage, they provided information around the biggest threat to the County—flooding:

- In 2017, there were three Presidential Declarations for flooding and wind. Over the last 15 years, there have been multiple declarations for flooding (1996, 1997, 2002, 2006, and 2017) and one for wind (wind events can cause power outages and fires).
- Exposure to flooding does not necessarily vary greatly by neighborhood. If a levy fails, all neighborhoods would flood.
- Localized floods are caused by stream overflow, as well as irrigation.

Natural hazard preparedness:

- During a flood event, the County Sheriff leads the evacuations. Alert systems include both Placer and Yolo Counties and there are procedures in place for when power is out (three large school sirens). Everbridge (emergency alert communications system) has translation built in. Accessing American Sign Language (ASL) interpreters is the goal, but not always possible.
- The Department of Transportation maintains the road system during a disaster and monitors areas that are identified as vulnerable so that equipment and crews can be deployed to respond to flooding and maintaining the operation of the system. The department also provides a support role to emergency response.
- Sacramento County's plan has a language access component, which assists with LEP residents.
- In an event, a Local Assistance Center(s) is activated—this is a place designated for residents and businesses to get help. It typically has a registration setup, childcare, language access, and other resources to help people.

- Most of the available preparedness information is on the County's website and shared by social media. None of the County's communications about preparedness is targeted; rather it's all mass media, for all people in the County.

When stakeholders participating in the natural hazard focus group were asked about relief funding, they provided insight into the process:

- When FEMA is involved, there needs to be a federal disaster assessment. The County and other agencies have their own disaster assessments.

Natural hazards risks and problems:

- Reaching people who are homeless before or during a disaster is a big concern, especially those who are camping out in the County or who may not have a phone that receives emergency alerts.
- A number of areas in the County have only one way in and one way out, which can be a real issue.
- For homes in the floodplain, insurance can be a large problem and many residents don't have this type of insurance because of unaffordable premiums. Another issue is that some residents bought homes without knowing they were in a floodplain, and therefore didn't know they needed to carry flood insurance. In rural areas of the County, there is a large agricultural industry, so a flood can result in agriculture losses as well.
- Businesses will sometimes have to close because they're not prepared to recover from a natural disaster or have a continuity plan in place.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

This section of the Consolidated Plan serves as the City of Rancho Cordova's framework for implementing its CDBG program from January 2020 to December 2024. The Strategic Plan includes a myriad of data collected from various regional and local sources, as well as data from various instances of local community outreach that were initiated in preparation of the Consolidated Plan. The primary purpose of the Strategic Plan is to clearly state the priority needs that were identified during its preparation, and subsequently identify the goals that the City will work toward to address these priority needs. The City will use its CDBG allocation to fund projects and programs that uphold the goals identified in this section, which are as follows:

- **Homelessness Prevention**
- **Senior and Disability Services**
- **Child and Youth Services**
- **Public Facilities**
- **Public Infrastructure**
- **Homeless Housing**
- **Housing Preservation Program**
- **Covid-19 Response**

The City will continue to identify needs, assets, and priorities on an annual basis as part of its application process for CDBG funds. This is done each CDBG program year through the Annual Action Plan document. CDBG staff will gather information through the collection of data (quantitative and qualitative); consultation with the public, especially members of target populations, various service providers, and community experts; and ongoing outreach to residents to determine the level of need or condition of assets for proposed activities.

COVID-19 Preparation, Prevention, and Response Amendment:

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES), Public Law 116-136 was signed by the President of the United States. This made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds, to respond to the growing effects of the historic COVID-19 public health crisis. The Department of Housing and Urban Development (HUD) informed the City of Rancho Cordova that CARES Act funding would be allocated to the City based on the existing entitlement formulas for the CDBG program.

HUD has allocated the first and third phases of CARES Act funds, or CDBG-CV, to the City in the amount of \$373,379 and \$487,938, respectively.

The CARES Act also authorized the HUD Secretary to grant waivers and alternative requirements related to the use of CDBG-CV funds, including the suspension of the 15 percent cap on funding for public services; reducing the public comment period for Consolidated Plan and Action Plan amendments to five days; and allowing the option of virtual public hearings. All activities funded must still meet the eligibility and national objective requirements of the CDBG program. The City has applied for waivers for the CDBG-CV supplemental funds and has amended its Citizen Participation Plan to include expedited citizen engagement during times of local, state, or national emergencies, such as with COVID-19.

City Council approved of a substantial amendment to the 2020 Annual Action Plan, as well as the 2020-2024 Consolidated Plan and Citizen Participation Plan on June 1, 2020. The Annual Action Plan and Consolidated Plan amendment identifies proposed activities for the expenditure of the first round of CDBG-CV funds to address the COVID-19 crisis and includes other informational updates in relation to the City's five-year goals.

On September 11, 2020, HUD allocated the third round of CDBG-CV funds to the City in the amount of \$487,938. City Council approved the second substantial amendment to the 2020 Annual Action Plan, as well as the 2020-2024 Consolidated Plan on February 1, 2021 after a 5-day review period starting on January 27, 2021. The Annual Action Plan and Consolidated Plan amendment identifies additional activities to address the COVID-19 crisis.

The City has \$130,948 in funds remaining from the first and third rounds of CDBG-CV and \$43,577.77 in unspent 2020 CDBG funds. On November 1, 2021, City Council will consider adopting the third substantial amendment to the 2020-2024 Consolidated Plan and 2020 Annual Action Plan, after a 30-day review period starting on October 1, 2021. The Annual Action Plan and Consolidated Plan amendment identifies additional activities to address the COVID-19 crisis.

Please refer to AP-35 and AP-38 for a detailed description of proposed activities and funding for each CDBG-CV activity that is to be funded through CDBG-CV allocations.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)**Geographic Area****Table 12 - Geographic Priority Areas**

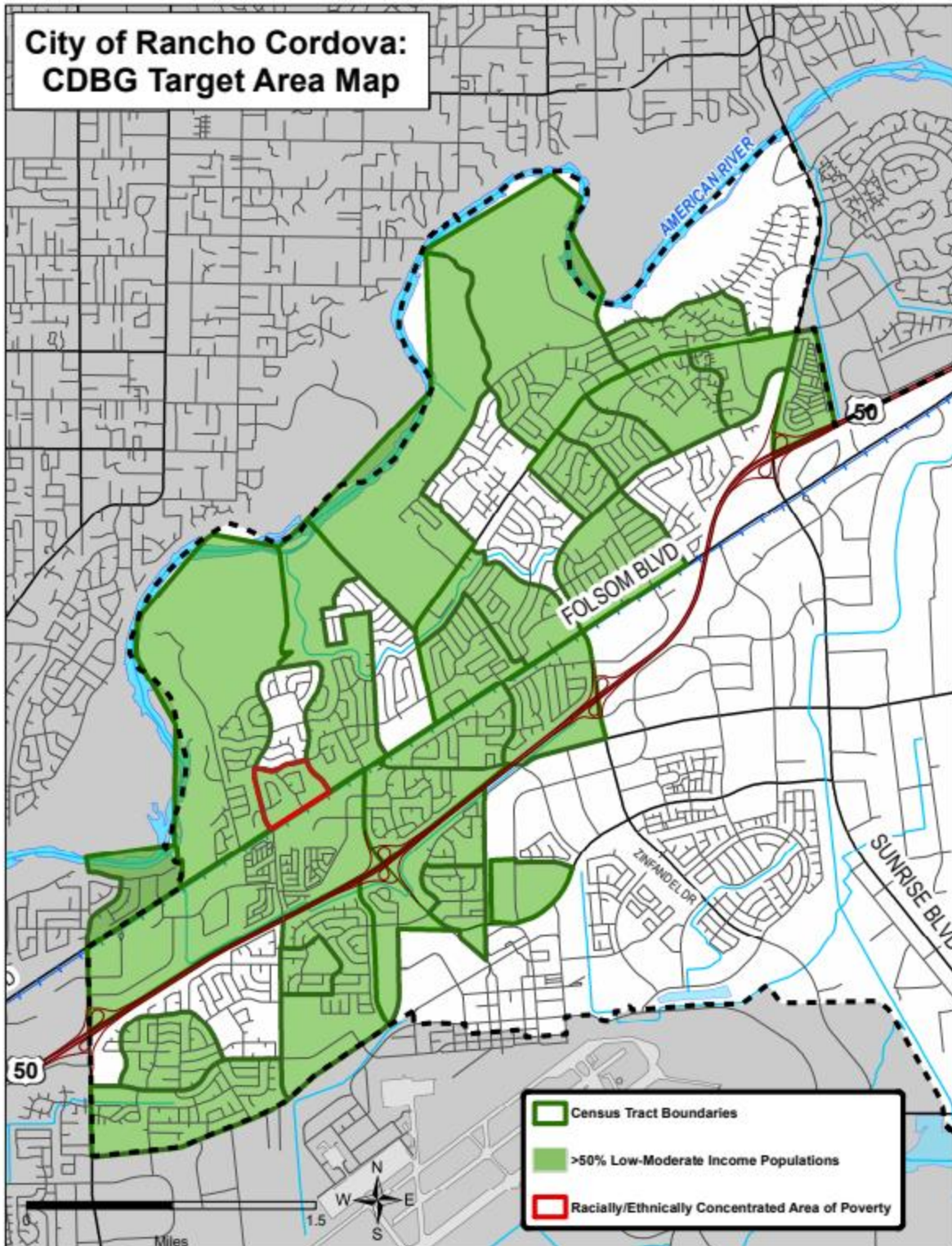
Sort	Area Name	Area Type	Include/Not Include	Action
1	CDBG Target Area	Local Target Area	<i>_X_Include</i>	NA
2	R/ECAP Census Tract 89.11	Local Target Area	<i>_X_Include</i>	NA

General Allocation Priorities

The primary geographic area identified for use in CDBG-funded activities is the CDBG target area, which is made up of census tracts in which more than 50 percent of households earn 80 percent of area median income (AMI) or less. The entire CDBG target area is located in the northern section of the City, which is also the area with the oldest infrastructure and the most development. Activities determined to have an area benefit must benefit areas where more than 50 percent of households are low income. The City does fund services on a limited clientele basis in neighborhoods that are not more than 50 percent low income. In those areas, each client is provided with an intake sheet that includes household income and can be used to determine eligibility. All other activities are either targeted at presumed benefit groups, such as frail elderly or persons with disabilities, or benefit immediately adjacent low-income neighborhoods.

For Code Enforcement and Rental Housing Inspection programs, the City uses the CDBG target area to track cases and costs specifically attributed to the target area and differentiate from the costs attributed to the remainder of the City. ADA accessibility and infrastructure improvement projects generally must be in the CDBG target area to receive CDBG funding.

The map below identifies the CDBG target area as of 2020; this map will be updated throughout the Consolidated Plan cycle to reflect any changes to low-moderate income block groups.



SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 13 – Priority Needs Summary

1	Priority Need Name	Affordable Housing Development
	Priority Level	High
	Population	Extremely Low Income Low Income Large Families Families with Children Chronic Homeless Individuals Mentally Ill Veterans Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Victims of Domestic Violence
	Geographic Areas Affected	RCAP/ECAP 89.11 CDBG Target Area
	Associated Goals	Homelessness Prevention
	Description	New affordable housing units suitable for families, seniors, veterans, and low-income households.
	Basis for Relative Priority	Outreach identified a significant need for safe and decent affordable housing, particularly among extremely low-income families, seniors, and individuals at risk or experiencing homelessness.
2	Priority Need Name	Acquisition & Rehabilitation
	Priority Level	High

	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Public Housing Residents Chronic Homeless Individuals Veterans Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	RCAP/ECAP 89.11 CDBG Target Area
	Associated Goals	Housing Preservation
	Description	Acquire and rehabilitate existing low-cost units, affordable units at risk of losing affordability, and public housing units at risk of conversion to market rate.
	Basis for Relative Priority	Outreach and data collection identified that there is a significant need for safe and suitable affordable housing appropriate for persons at all phases of the life cycle. Many of the existing lower-cost units are substandard and may pose a health risk to sensitive population groups.
3	Priority Need Name	Homeless Shelter/Housing
	Priority Level	High
	Population	Extremely Low Income Low Income Families with Children Elderly Chronic Homeless Individuals Mentally Ill Chronic Substance Abuse Veterans Victims of Domestic Violence Unaccompanied Youth

	Geographic Areas Affected	RCAP/ECAP 89.11 CDBG Target Area
	Associated Goals	Homeless Housing
	Description	Transitional or emergency housing for homeless persons, families, and veterans.
	Basis for Relative Priority	There is a significant need throughout the Sacramento area for homeless housing, from emergency shelters to transitional housing to permanent supportive housing with programming to help reintegrate homeless persons and families. The increasing numbers of homeless persons and families in Rancho Cordova has elevated the problem to a highly visible priority.
4	Priority Need Name	Homelessness Prevention
	Priority Level	High
	Population	Extremely Low Income Low Income Large Families Families with Children Elderly Individuals Mentally Ill Veterans Victims of Domestic Violence Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	RCAP/ECAP 89.11 CDBG Target Area
	Associated Goals	Homelessness Prevention Housing Preservation
	Description	Housing placement, counseling, and landlord-tenant mediation intended to help households currently housed stay in their housing whenever possible, and to identify and place households at risk of imminent homelessness into suitable housing units when necessary.

	Basis for Relative Priority	Ensuring that households who are currently housed remain housed whenever possible helps to keep families stable and can prevent a chain reaction of employment and educational disruption. Helping households at risk of imminent homelessness to find new housing before they are on the street can ensure that they do not end up with housing gaps that make finding new housing more difficult, and that can severely disrupt families as well as employment and education stability.
5	Priority Need Name	Child and Youth Services and Programming
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Unaccompanied Youth Non-housing Community Development
	Geographic Areas Affected	RCAP/ECAP 89.11 CDBG Target Area
	Associated Goals	Child and Youth Services
	Description	After-school programming for youth, mentoring for at-risk youth, and job training for adolescents.
	Basis for Relative Priority	Throughout the public participation meetings and community surveys, the need for after-school programs, youth services, and programs to help at-risk youth to avoid gangs, crime, and drugs was identified as a top priority, both with the City Council and the general public. For children, in particular, residents stated that affordable childcare, after-school programs, and parenting support are also needed.
6	Priority Need Name	Senior and Disability Services
	Priority Level	High

	Population	Extremely Low Income Low Income Elderly Frail Elderly Veterans Individuals Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
	Geographic Areas Affected	RCAP/ECAP 89.11 CDBG Target Area
	Associated Goals	Senior Services
	Description	Meal and nutrition services, in-home care services, caregiver respite services, and transportation assistance.
	Basis for Relative Priority	Senior and disability services were identified as a key priority in both the Community Needs survey and the public participation meetings. Seniors and disabled populations are generally on fixed incomes and have little disposable funds to deal with emergencies or unforeseen problems, particularly involving housing and transportation. Resources that can help these populations stretch incomes and improve their quality of life are priorities for the Rancho Cordova community.
7	Priority Need Name	Public Facilities
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Middle Income Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	RCAP/ECAP 89.11 CDBG Target Area
	Associated Goals	Public Facilities

	Description	Youth Center, Senior Center, library, neighborhood centers, all located near the neighborhoods where needs are highest.
	Basis for Relative Priority	The City of Rancho Cordova has identified a youth center as a priority need for several years. The Rancho Cordova Senior Center is located at the southwestern edge of the City and is difficult for the bulk of Rancho Cordova seniors, who live in the northern section of the City, to access. The Rancho Cordova Library is located in adjacent unincorporated Sacramento County and is not geographically accessible to households with transportation challenges.
8	Priority Need Name	Public Infrastructure Improvements
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Middle Income Large Families Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	RCAP/ECAP 89.11 CDBG Target Area
	Associated Goals	Public Infrastructure
	Description	Streetlight installations and ADA improvements to public right-of way.
	Basis for Relative Priority	Many of the older residential neighborhoods do not have streetlights and can be hazardous at night. Residents feel the lack of lights allows for vandalism and petty crime that could otherwise be deterred. Many of the sidewalks and public rights-of-way in the City are aged and do not meet current ADA standards. The City has a significant need for general infrastructure improvements. Better signage for public service facilities was identified multiple times throughout this Consolidated Plan's outreach efforts.
9	Priority Need Name	COVID-19 Preparation, Prevention, and Response
	Priority Level	High

Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Public Housing Residents Chronic Homeless Individuals Veterans Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities
Geographic Areas Affected	RCAP/ECAP 89.11 CDBG Target Area
Associated Goals	Homeless Prevention Child and Youth Services Housing Preservation Planning and Administration
Description	CDBG-CV funds will be used for CDBG eligible activities that prevent, prepare for, or respond to community impacts due to the COVID-19.
Basis for Relative Priority	The COVID-19 pandemic has adversely affected businesses and residents in the City of Rancho Cordova. The City of Rancho Cordova will identify programs and activities to address the current crisis.

Narrative (Optional)

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)**Introduction**

The City of Rancho Cordova has been successful at finding and applying for alternative funding sources to help meet affordable housing development needs. These sources have included tax credits, infrastructure infill grants, sustainable communities grants, veterans housing grants, and, for the single-family owner-occupied housing rehabilitation program that the City is currently completing, CalHome funding. The City has also pursued other state of California housing funds whenever they seemed appropriate.

While it would seem that the City has been successful at leveraging federal CDBG dollars, the City has also gone to lengths to not commingle funding sources. Instead, it has elected to use CDBG funds where the programs and projects will most benefit and be most compatible with the federal regulations, and to find other funding for projects where the inclusion of funds with federal obligations adds more cost than benefit.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Admin and Planning Housing Preservation Public Improvements Public Services	\$634,613	\$0	Total: \$354,318 CIP: \$262,846 Plan/Admin & Public Services: \$91,472	\$989,028	\$2,400,000	For the 2020 program year, the City received \$634,613 in CDBG funds and had approximately \$354,318 in prior year resources. The City receives approximately \$600,000 in CDBG funds each year, meaning that an estimated \$2,400,000 will be received for the remainder of the Consolidated Plan cycle. The City does not currently receive any program income. Prior year resources from planning and administration activities and public service projects are left over from the shortened 2019 program year and will be reallocated in the 2021 program year. All capital improvement prior year resources are committed to existing capital projects and programs and are anticipated to be expended in 2020.
CDBG-CV	Public-federal	Admin and Planning Housing Preservation Public Improvements Public Services	\$861,317 \$373,379	0	0	\$861,317 \$373,379	\$0	In order to prevent, prepare for, and respond to coronavirus, the City received \$373,379 in the first round of CDBG-CV funding and \$487,938 in the third round. Should other CDBG-CV funding be allocated to the City, it will be reflected in this Plan.

Table 14 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds require additional regulation, labor compliance standards, and administration that can add a significant cost burden to a new affordable housing project or a rehabilitation project. Unless the available funding can sufficiently offset the additional cost and labor burden inherent in federal funds, it can actually be costly to a project's budget to include CDBG or HOME as funding sources. For new construction and large-scale rehabilitation of affordable housing, the City prefers to pursue funding that does not significantly increase the building cost, unless there are sufficient federal funds to benefit the project's bottom line. The CDBG allocation to the City does not add sufficient value to offset the increased costs for most of the City's affordable housing development efforts. Therefore, the City focuses CDBG funding either on projects that are already burdened with the federal reporting requirements or on projects where there is no other viable funding source and the project can be completed with only CDBG funding. The City's CDBG program does not have any matching requirements.

With respect to public service projects funded with CDBG funds, to best leverage the City's available resources, the City will continue to look for opportunities to layer private and non-federal resources with federal resources and to require that CDBG subrecipients demonstrate sufficient committed non-CDBG funding, so that projects and services will have the best results for the community and the low- and very low-income residents they are intended to serve. These sources include tax credits, infrastructure infill grants, sustainable community grants, veterans housing grants, and, for the single-family owner-occupied housing rehabilitation program, CalHome funding. The City has also pursued other state of California housing funds whenever appropriate.

If appropriate, describe publicly owned land or property located within the state that may be used to address the needs identified in the plan

The City uses publicly owned land and property to support CDBG-funded administrative, planning, and project activities. The City also uses City cars, which are used for the CDBG-funded code enforcement and rental housing inspection activities to transport the code enforcement officers to the different sites that are being inspected. Additionally, City Hall equipment is used to administer the day-to-day activities of planning and administration for the CDBG program.

The Folsom Cordova Community Partnership uses public school district property to hold mentor initiative classes for their youth programs, while the Meals on Wheels Senior Nutrition program uses the City's Senior Center, which is owned by the Cordova Recreation and Park District, to provide hot meals to seniors. In the future, the City plans to use City-owned property to build affordable housing developments.

Discussion

The City intends to use CDBG funds to support programs and projects that can best benefit from the additional funding. Because the City's CDBG allocation is very limited, the City plans to complete the costlier housing improvements and production through partnerships and the use of alternative funds.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, nonprofit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Rancho Cordova	Government	Non-Homeless Special Needs Planning Neighborhood Improvements Public Facilities	Jurisdiction

Table 15 - Institutional Delivery Structure

Assessment of Strengths and Gaps in the Institutional Delivery System

There are several strengths and gaps in the institutional delivery system. One primary strength is the good relationship that City staff has built with service providers in the community. Frequent communication allows staff to identify opportunities for leveraging or partnership that can improve and expand services. The City has also been flexible in assisting service providers with small amounts of discretionary funding from non-CDBG sources to help well-performing nonprofits meet CDBG program needs that are not CDBG eligible.

A serious gap in the institutional delivery system is the fact that there are multiple other governmental agencies that complete projects and provide services, and there is frequently a lack of communication between these agencies, the City, and the nonprofit service providers in the community. Sacramento County provides many health and human service/human assistance services in the region. The County also funds some nonprofits to provide additional services. However, it can be difficult to find out what resources are available in the county, and, due to a lack of funding and staff capacity, many County resources are stretched so thin that there is little assistance available. Similarly, all of the parks in the City are part of the Cordova Recreation and Park District. In the past, the City has assisted the Cordova Recreation and Park District in securing a \$75,000 grant to improve irrigation at a specific site in the City. The City plans to continue to work with the Recreation and Park District plan to coordinate their efforts to complement each other's projects and activities.

During the consultations performed in preparation of this plan, a lack of communication was identified between service providers in the area, as well as a lack of communication between the City and those service providers. One of the best tools that the City could hope for is to have a variety of service providers that complement each other's services and can refer their recipients to other services that are offered. As the City enters into this new Consolidated Plan cycle, it will continue to prioritize strengthening its relationships with local entities and service providers and will work to build stronger lines of communication between these organizations in order to offer the most beneficial resources to priority populations in the community.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X		
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X		
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS			
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			
Other			

Table 16 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Two primary groups provide services targeted to homeless persons in the Rancho Cordova community. The first is oriented toward veterans. The Mather Veterans Hospital provides healthcare, mental health services, some transportation, and other support services to veterans, including homeless veterans, in the region. The Mather Veterans Village is designed and intended to increase the service capacity for homeless veterans, particularly those suffering from drug and alcohol addictions, chronic homelessness, and mental illnesses.

The VOA operates the Adolpho Transitional Housing Program for former foster youth who have exited the foster system; the Adolpho facility is adjacent to the Mather Community Campus. All of the VOA programs are accessed through the County's Department of Human Assistance and are not directly or immediately available to homeless persons in the City of Rancho Cordova.

Rancho Cordova Homeless Assistance Resource Team (HART) is another group working to assist homeless persons and families in the City. HART is a group of primarily faith-based community organizers that works to provide winter shelter, donation collections, and food to homeless persons in Rancho Cordova.

The City's Homeless Outreach Team (HOT) has a unique strategy to engage and assist individuals and families experiencing homelessness. The Homeless Outreach Team (HOT) builds relationships with homeless individuals and families and provides services, education and resources in partnership with local organizations to help them become self-sufficient. HOT is comprised of two officers, including the Homeless Outreach Navigator, and a code enforcement officer, and two members who retrieve shopping carts and conduct encampment clean ups

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Rancho Cordova HART has been increasing its presence and has improved its capacity to provide services to homeless persons in the City. Team members regularly communicate and coordinate with the City and have support both from staff and the community. HART's goals include addressing homelessness in the immediate community, and its presence is a growing strength in the efforts to address the needs of the homeless.

However, there are still significant gaps in homeless assistance in the community. Most of the homeless services funded by ESG, the Continuum of Care, and other funding sources that target homelessness are focused in either the City of Sacramento or in clusters in the unincorporated County of Sacramento. There are currently no homeless services funded by ESG or the Continuum of Care immediately available to homeless persons in the City of Rancho Cordova. Homeless persons seeking services must be able to travel to where the services are available in order to receive help. This is a significant barrier for many homeless persons.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City is working with HART, the County of Sacramento, the Continuum of Care, and Sacramento Self-Help Housing to evaluate the opportunities to bring more homeless services to Rancho Cordova. These may include a transitional housing facility, emergency shelter sites, emergency shelter vouchers, and other services and programs to help the homeless. The City is considering the viability of funding the capital component of a homelessness response project in partnership with a proven service provider that can address the ongoing operations. Additionally, the City plans to work with the Cordova Recreation and Parks District on identifying grants and collaboratively selecting projects as applicable.

The HOT team also plays a major role in connecting homeless individuals with needed services in the City, as well as in the County. HOT has a close working relationship with much of the homeless

population currently residing in the City; they continue to work as a great resource for homeless individuals to gain employment education, mental health services, and other necessary services that help to get people off the streets.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homelessness Prevention	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs	CDBG Target Area	Homelessness Prevention	CDBG: \$150,000	Homelessness Prevention: 2,100 Persons Assisted
2	Senior Services	2020	2024	Non-Homeless Special Needs	CDBG Target Area	Senior Services	CDBG: \$200,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
3	Child and Youth Services	2020	2024	Non-Homeless Special Needs	CDBG Target Area	Youth Services and Programming	CDBG: \$200,000	Public service activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
4	Public Facilities	2020	2024	Non-Housing Community Development	CDBG Target Area	Public Facilities	CDBG: \$300,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10,000 Persons Assisted
5	Public Infrastructure	2020	2024	Non-Housing Community Development	CDBG Target Area	Public Infrastructure Improvements	CDBG: \$734,613	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 30,000 Persons Assisted
6	Homeless Housing	2020	2024	Homeless	CDBG Target Area	Homeless Shelter/Housing	CDBG: \$250,000	Overnight/Emergency Shelter/Transitional Housing Beds added: 6 Beds

7	Housing Preservation Program	2020	2024	Affordable Housing	CDBG Target Area	Homelessness Prevention	CDBG: \$954,318	Homeowner Housing Rehabilitated: 70 Household Housing Units Housing Units Inspected: 5,000 Housing Units
---	------------------------------------	------	------	-----------------------	------------------------	----------------------------	--------------------	--

8	COVID-19 Preparation, Prevention, and Response	2020	2024	COVID-19	CDBG Target Area	COVID-19 Preparation, Prevention, and Response	CDBG: \$43,577.77 CDBG-CV: \$861,317 Homeowner Housing Rehabilitated: Rebuilding Together Sacramento will assist 13-20 18-26 households with its critical repair program and COVID-19 response program Public service activities other than Low/Moderate Income Housing Benefit: FCCP will benefit 650-810 860 individuals through various COVID-19 response activities. The Boys & Girls Club will benefit 78-233 433 children and youth through the provision of services to respond to COVID-19 Meals on Wheels will benefit approximately 148 individuals through their Great Plates supplemental program USNRG (SheBuilds) will assist 20 youth with The Empowered Life Community Program
---	---	------	------	----------	------------------------	---	--

								Public service activities for Low/Moderate Income Housing Benefit: SSHH will assist 40-8 individuals with its Navigator program SSHH will assist 420 individuals with its Renters Helpline program SSHH will assist 445 individuals with its community outreach program. FCCP will benefit: 82-142 172 individuals with the Rental and Utility Assistance program
9	Program Administration	2020	2024	Planning & Administration	Admin.	Planning & Administration	CDBG: \$600,000	
	TOTAL FUNDING	2020	2024			TOTAL NEED	CDBG: \$3,388,931 CDBG-CV: \$861,317	

Table 17 – Goals Summary

Goal Descriptions

1	Goal Name	Homelessness Prevention
	Goal Description	Housing counseling, tenant-landlord mediation, housing placement services
2	Goal Name	Child and Youth Services
	Goal Description	After-school programming, youth mentoring, other services to assist at-risk and low-income youth
3	Goal Name	Senior and Disability Services
	Goal Description	Congregate and home-deliver meals for homebound seniors, other senior and disability services
4	Goal Name	Public Facilities
	Goal Description	Senior center, youth center, neighborhood center, community center
5	Goal Name	Public Infrastructure
	Goal Description	Streetlights, ADA sidewalk improvements, traffic signals, crossing signals, crosswalks, ADA ramps to public right-of-way and public facilities, sewer/water/utility improvements
6	Goal Name	Homeless Housing
	Goal Description	Transitional housing facility, emergency shelter facility, other housing directly available to homeless persons in the city
7	Goal Name	Housing Preservation Program
	Goal Description	Emergency repairs to address health and safety issues, accessibility improvements, maintenance assistance Rental housing inspections & code enforcement in the CDBG target area
8	Goal Name	COVID-19 Preparation, Prevention, and Response
	Goal Description	CDBG eligible activities that prevent, prepare for, or respond to community impacts due to the COVID-19 pandemic.

9	Goal Name	Program Administration
	Goal Description	City staff will conduct planning and administration of its CDBG, CDBG-CV, and HOME grant funds, including reporting, monitoring, tracking budgets, labor compliance, environmental compliance, community engagement, and subrecipient coordination.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

According to the City's 2013-2021 Housing Element, there are 17 housing developments located in Rancho Cordova providing subsidized housing, with a total of 1,585 low- and very low-income units. Subsidized units account for approximately 7 percent of the total housing stock. All of the affordable housing projects currently in use, in planning, or in construction will be managed by the SHRA and nonprofit developers and will include coordination with the SHRA for vouchers and other rental subsidies.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)**Actions to address LBP hazards and increase access to housing without LBP hazards**

All of the City's owner-occupied housing rehabilitation and emergency repair programs will continue to address lead-based paint hazards, including lead paint stabilization and removal when necessary. Any multi-family housing or public facility renovated with City funds will need to be tested for lead-based paint and have any paint hazards abated according to code. The City also posts information on the website and at City Hall that provides resources to contractors and developers who will be working on projects that may lead to lead poisoning from lead-based paint or other lead-based building components. The information can be found

here: <https://www.cityofranchocordova.org/home/showdocument?id=8663>

How are the actions listed above related to the extent of lead poisoning and hazards?

Use of lead-based paint was discontinued in 1978, and homes built after 1978 are generally considered free from lead-based paint hazards. Homes built before 1978 may have lead based paint, however if the home has been well maintained and painted surfaces have been repainted with newer lead free paints and there is no evidence of chipping paint in or around the home then the lead hazard is generally considered minimal unless there are plans to disturb painted surfaces, such a removal or replacement of windows, doors, or walls. Provided that homeowners and contractors are aware of lead based paint hazards and understand their liability when undertaking private home remodeling, the City's priority is to ensure that any publicly funded projects, including repairs to owner-occupied housing for low-income households, include any and all lead based paint amelioration required to stabilize and seal or completely remove lead based painted surfaces.

How are the actions listed above integrated into housing policies and procedures?

All of the City's housing rehabilitation and emergency repair programs include an evaluation for the presence of lead-based paint. Homeowners and occupants are provided lead-based paint information and education regardless of when their home was built. Homes built before 1978 are tested for lead-based paint on any exposed surfaces, particularly if paint is chipping or if wood or plaster is exposed. The tests are completed by hazardous material experts, and the stabilization and sealing of the painted surface becomes a priority for the rehabilitation or emergency repair.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)**Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families**

The City's anti-poverty strategy is heavily reliant on regional cooperation, including support from the SHRA and Sacramento County, as well as cooperation with nonprofit service providers and partner agencies. As housing is usually the highest single expense facing impoverished families, the City will continue to explore avenues to build and rehabilitate new and existing affordable housing. The Folsom Cordova Community Partnership is currently partnering with Sacramento Employment Training Agency to develop job training programs for low-income and single-parent families, including focusing on skills currently in high demand locally. The Los Rios Community College District opened a brand-new satellite campus in central Rancho Cordova, and offers both education and job training courses.

The City is always looking for opportunities to partner and leverage programs and service providers to build service capacity and improve the depth of available resources. However, the cycle of poverty is difficult to break, and the City needs support from the SHRA, Sacramento Steps Forward, and Sacramento County, which control the bulk of social services funding, to help stop poverty in the region.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

Housing cost burden and severe housing cost burden were identified as the most common housing problems facing impoverished households in the City. New and rehabilitated affordable housing with regulatory agreements and rents affordable to households making less than 50 percent of AMI are vital in addressing the problem of poverty. The City, in partnership with Mercy Housing, has completed the majority of the Mather Veterans Village project, which provides 100 units affordable to very low-and extremely low-income veterans and their families.

The City is also working with developers on the Horizons at New Rancho project, which, at completion, will provide 48 age-restricted senior units to households making less than 80 percent AMI, with several units dedicated to very low- and extremely low-income senior households.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

City staff have communicated with the subrecipients' staff that are responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. Subrecipients reviewed and signed subrecipient agreements that provide the terms and expectations pursuant to applicable federal and state law. The City also offered a group technical assistance training session at the beginning of the year to go over subrecipient agreement policies, data collection, and financial management. Staff provided technical assistance to subrecipients throughout the year as needed.

On a quarterly basis, City staff examined the progress the subrecipients were making toward performance targets through desk monitoring. Subrecipients are required to report the demographics of their service population with each billing, including additional supporting information such as general ledger and program accounting documents. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or past performance issues have not been resolved.

The City has continued to place strong emphasis on the importance for subrecipients to gather complete and accurate information on the persons and/or households they serve, and to regularly report their progress.

In the 2018-19 program year, the City conducted an on-site audit of the SSHH and Meals on Wheels in collaboration with other local grantors, and in 2019 conducted a monitoring of the City's Public Works Department's 2018-19 ADA Sidewalk Improvement project. Additionally, the City conducted desk monitoring on all CDBG-funded programs throughout the 2019 program year and plans to continue this monitoring throughout the 2020 program year. The CDBG program has successfully met expenditure deadlines in years past and will continue to meet these deadlines throughout the Consolidated Plan cycle. The City is also current on quarterly and semi-annual reports due to HUD.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Rancho Cordova has been successful at finding and applying for alternative funding sources to help meet affordable housing development needs. These sources have included tax credits, infrastructure infill grants, sustainable communities grants, veterans housing grants, and, for the single-family owner-occupied housing rehabilitation program, CalHome funding. The City has also pursued other state of California housing funds whenever they seemed appropriate.

The City receives approximately \$300,000 in HOME funds through lead agency County of Sacramento. The City does not currently receive ESG or other HUD funds directly from the federal government or from the State of California.

The City received \$634,613 in CDBG funding for the 2020 plan year. These allocation amounts were calculated based on competitive application scoring process; contingency provisions for the SSHH Renters Helpline and Fair Housing Services activities are outlined in this Annual Action Plan; for a detailed description of explanations behind allocations, refer to section AP-35.

In 2020, HUD allocated the City \$373,379 in CDBG-CV funding in the first round of allocations and \$487,938 in the third round to prevent, prepare for, and respond to coronavirus.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Admin and Planning Housing Preservation Public Improvements Public Services	\$634,613	\$0	Total: 354,319 CIP: \$262,846 Plan/Admin & Public Services: \$91,473	\$989,029	\$2,400,000	For the 2020 program year, the City received \$634,613 in CDBG funds. The City receives approximately \$600,000 in CDBG funds each year, meaning that an estimated \$2,400,000 will be received for the remainder of the Consolidated Plan cycle. The City does not currently receive any program income. All prior year resources reported are left over from planning and administration activities and public service projects from the shortened 2019 program year and will be reallocated in the 2021 program year. All capital improvement project (CIP) prior year resources are committed to existing capital projects and programs and are anticipated to be expended.
CDBG-CV	Public-federal	Admin and Planning Housing Preservation Public Improvements Public Services	\$861,317 \$373,379	0	0	\$861,317 \$373,379	\$0	In order to prevent, prepare for, and respond to coronavirus, the City received \$373,379 in the first round of CDBG-CV funding and \$487,938 in the third round.

Table 18 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds require additional regulation, labor compliance standards, and administration that can add a significant cost burden to a new affordable housing project or a rehabilitation project. Unless the available funding sufficiently offsets the additional cost and labor burden inherent in federal funds, it can actually be damaging to a project budget to include CDBG or HOME as funding sources. For new construction and large-scale rehabilitation of affordable housing, the City prefers to pursue funding that does not significantly increase the building cost, unless there are sufficient federal funds to benefit the project's bottom line. The CDBG allocation to the City does not add sufficient value to offset the increased costs for most of the City's affordable housing development efforts. Therefore, the City focuses CDBG funding either on projects that are already burdened with the federal reporting requirements or on projects where there is no other viable funding source and the project can be completed with the available CDBG funding. The City's CDBG program does not have any matching requirements.

With respect to public service projects funded with CDBG funds, to best leverage the City's available resources, the City will continue to look for opportunities to layer private and non-federal resources with federal resources and to require that CDBG subrecipients demonstrate sufficient committed non-CDBG funding, so that projects and services will have the best results for the community and the low- and very low-income residents they are intended to serve. These sources include tax credits, infrastructure infill grants, sustainable community grants, veterans housing grants, and, for the single-family owner-occupied housing rehabilitation program, CalHome funding. The City has also pursued other state of California housing funds whenever appropriate.

The City's CDBG program does not have any matching requirements.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City currently owns two properties that remained with the City through the dissolution of redevelopment in 2011 and 2012; however, only one of these properties is programmed for affordable housing. The City also has a 99-year lease on 3.69 acres of land adjacent to the VOA-run Mather Community Campus on the now-decommissioned Mather Air Force Base. The land has been dedicated to the Mather Veterans Village project, which offers about 100 affordable units for homeless and disabled veterans and their families, and will offer 60 transitional housing beds for homeless veterans, including those with drug addictions or mental illnesses.

The City uses publicly owned land and property to support CDBG-funded administrative, planning, and project activities. The City also uses City cars, which are used for the CDBG-funded code enforcement and rental housing inspection activities to transport the code enforcement officers to the different sites that are being inspected. Additionally, City Hall equipment is used to administer the day-to-day activities of planning and administration for the CDBG program.

The Folsom Cordova Community Partnership uses public school district property to hold mentor initiative classes for its youth programs, while the Meals on Wheels Senior Nutrition program uses the City's Senior Center, which is owned by the Park District, to provide hot meals to seniors. In the future, the City plans to use City-owned property to build affordable housing developments.

Discussion

The City intends to use CDBG funds to support programs and projects that can best benefit from the additional funding. Because the City's CDBG allocation is very limited, the City plans to complete the costlier housing improvements and production through partnerships and the use of alternative funds.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Table 19 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Child and Youth Services	2020	2024	Non-Homeless Special Needs	CDBG Target Area	Youth Services and Programming	CDBG: \$30,000	Public service activities other than Low/Moderate Income Housing Benefit: FCCP will benefit 80 individuals through youth mentoring services
2	Senior and Disability Services	2020	2024	Non-Homeless Special Needs	CDBG Target Area	Senior Services	CDBG: \$39,987	Public service activities other than Low/Moderate Income Housing Benefit: Meals on Wheels will benefit 100 individuals through their senior nutrition services

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Homeless Prevention	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs	CDBG Target Area	Homeless Shelter/Housing Homelessness Prevention	CDBG: \$31,958	Public service activities for Low/Moderate Income Housing Benefit: Sacramento Self-Help Housing - Renters Helpline: 420 Individuals Housing Counseling: 150 individuals Fair Housing Services: 25 Households
4	Public Infrastructure	2020	2024	Non-Housing Community Development	CDBG Target Area	Public Infrastructure Improvements	CDBG: \$210,562	Public facility or infrastructure activities other than Low/Moderate Income Housing Benefit: Public Works Sidewalk ADA Improvements will benefit approximately 2,000 individuals.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Housing Preservation Program	2020	2024	Affordable Housing Non-Housing Community Development	CDBG Target Area	Acquisition & Rehabilitation	CDBG: \$202,000	Homeowner Housing Rehabilitated: Rebuilding Together Sacramento will repair 10-15 housing units with entitlement funds. Housing Code Benefit: The City's Code Enforcement Program will benefit 2,000 households through code enforcement. About 1,000 households will benefit from the Rental Housing Inspection Program.
6	Program Administration	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs Program Administration	CDBG Target Area		CDBG: \$119,480	N/A

7	COVID-19 Preparation, Prevention, and Response	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs Program Administration	CDBG Target Area Citywide	COVID-19 Preparation, Prevention, and Response	Homeowner Housing Rehabilitated: Rebuilding Together Sacramento will assist 13-20-18-26 households with its critical repair program and COVID-19 response program Public service activities other than Low/Moderate Income Housing Benefit: FCCP will benefit 650-810 860 individuals through various COVID-19 response activities. The Boys & Girls Club will benefit 78-233 433 children and youth through the provision of services to respond to COVID-19 Meals on Wheels will benefit approximately 148 individuals through their Great Plates supplemental program USNRG (SheBuilds) will assist 20 youth with The
---	--	------	------	--	------------------------------	--	--

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
								Empowered Life Community Program Public service activities for Low/Moderate Income Housing Benefit: SSHH will assist 40-8 individuals with its Navigator program SSHH will assist 420 individuals with its Renters Helpline program SSHH will assist 445 individuals with its community outreach program. FCCP will benefit: 82-142 172 individuals with the Rental and Utility Assistance program

Goal Descriptions

1	Goal Name	Child and Youth Services
	Goal Description	After-school programming, youth mentoring, other services to assist at-risk and low-income youth
2	Goal Name	Senior and Disability Services
	Goal Description	Congregate and home-deliver meals for homebound seniors, other senior and disability services

3	Goal Name	Homelessness Prevention
	Goal Description	Housing counseling, tenant-landlord mediation, housing placement services
4	Goal Name	Public Infrastructure
	Goal Description	Streetlights, ADA sidewalk improvements, traffic signals, crossing signals, crosswalks, ADA ramps to public right-of-way and public facilities, sewer/water/utility improvements
5	Goal Name	Housing Preservation Program
	Goal Description	Emergency repairs to address health and safety issues, accessibility improvements, maintenance assistance Rental housing inspections and code enforcement in CDBG target areas
6	Goal Name	COVID-19 Preparation, Prevention, and Response
	Goal Description	CDBG eligible activities that prevent, prepare for, or respond to community impacts due to the COVID-19 pandemic.

AP-35 Projects - 91.420, 91.220(d)**Introduction**

HUD allocated \$634,613 in CDBG funds to the City for the 2020 program year and an additional \$861,317 from CDBG-CV. Project applications were received and reviewed by an independent group, as well as by City staff. Each application was scored according to criteria that the City established as part of the Consolidated Plan process. Criteria included the organization's capacity to successfully complete projects and programs, past project management performance, CDBG funding eligibility, how closely the project matched with the National Objectives laid out by HUD, and how thoroughly the projects addressed the community needs identified in this Consolidated Plan. Please refer to **Attachment F** for a copy of the application scoring rubric and application questions.

The City plans to continue funding for health and safety improvements to residents' homes, public infrastructure improvements for ADA accessibility, and to continue funding public services activities with its CDBG funding, as there are relatively few other funding sources available to finance these activities. Within public services, the City prioritized activities serving seniors and youth, fair housing support, and homelessness prevention efforts in the community.

Funding amounts in the table below are based on scoring criteria from the submitted program applications. Specified entitlement CDBG funding amounts for the 2020 program year were approved by City Council in April 2020. Furthermore, CDBG-CV funding amounts in table AP-38 below were approved by City Council at regularly scheduled City Council meetings on June 1, 2020, February 1, 2021, and November 1, 2021 (pending).

Note: Round 1 CDBG-CV activity funding has been reduced to actual expenditures. Unspent funds were used to fund Rollover (2022) activities. Additionally, the Round 3 Navigator activity was cancelled on August 27, 2021 and its funds were also used to fund Rollover (2022) activities.

#	Project Name
1	Housing Preservation Program
2	Public Services
3	Public Infrastructure
4	Planning and Administration

Table 20 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities are allocated first by need, second by the availability of sufficient resources to support a successful program or project, and third by the availability of local service providers to respond to the needs. The primary obstacle to addressing underserved needs is a shortage of resources, primarily funding.

AP-38 Project Summary

Project Summary Information

1	Project Name	HP-20 Housing Preservation Program
	Target Area	CDBG Target Area
	Goals Supported	Housing Preservation and Code Enforcement COVID-19 Preparation, Prevention, and Response
	Needs Addressed	Acquisition & Rehabilitation COVID-19 Preparation, Prevention, and Response
	Funding	CDBG: \$202,000, Prior Year Rollover: \$162,846, CDBG-CV: \$161,500 \$158,139.88
	Description	Rental housing inspections and code enforcement in CDBG target areas to find and correct code violations, and rehabilitation of low-income owner-occupied housing to prolong housing habitability.
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	CDBG: Approximately 3,000 households in the low-income CDBG target area will receive code/rental housing inspections; 10-15 housing units will receive roof and critical systems repair assistance from Rebuilding Together Sacramento. CDBG-CV: 13-20 (Round 1)/5-6 (Round 3) households will receive COVID-19 response services from Rebuilding Together Sacramento.
	Location Description	Rental housing inspection and code enforcement activities will be conducted in the CDBG target area. Roof repairs will be provided to low-income homeowners citywide.

2	Planned Activities	2020 Entitlement Neighborhood Services - Rental Housing Inspection Program (CDBG: \$51,000) – Inspect rental units for health and safety violations. Neighborhood Services - Code Enforcement Program (CDBG: \$51,000) – General code enforcement to support the health and safety of the community. Rebuilding Together Sacramento – Critical Repair Program (CDBG: \$100,000; Prior Year Rollover: \$162,846) - Roof and critical repairs to low-income households and provision of home support items such as cooling fans and portable heaters. CV Round 1 (2020) Rebuilding Together Sacramento – Critical Repair Program (CDBG-CV: \$56,500 \$53,139.88) – Roof and critical repairs to low-income households and provision of home support items such as cooling fans and portable heaters. CV Round 3 (2021) Rebuilding Together Sacramento – Critical Repair Program (CDBG-CV: \$105,000) - Roof and critical repairs to low-income households and provision of home support items such as cooling fans and portable heaters.
	Project Name	PS-20 Public Services
	Target Area	CDBG Target Area
	Goals Supported	Homelessness Prevention Senior Services Youth Services COVID-19 Preparation, Prevention, and Response

Needs Addressed	Homeless Shelter/Housing Homelessness Prevention Youth Services and Programming Senior Services COVID-19 Preparation, Prevention, and Response
Funding	CDBG: \$94,483, CDBG: \$43,577.77 (2020 Rollover), CDBG-CV: \$572,054-\$629,955.94
Description	Public services for youth, seniors, and persons and households at risk of homelessness
Target Date	12/31/2020
Estimate the number and type of families that will benefit from the proposed activities	CDBG: Approximately 180 low-income persons will benefit from youth and senior targeted public services and 585 households will benefit from rental housing public services. CDBG-CV: Approximately 65 individuals will benefit from rental housing and homeless prevention public services from SSHH; Approximately 650 (Round 1)/160 (Round 3)/50 (Rollover) households will benefit from various assistance public services and 82 (Round 1)/ 60 (Round 3)/30 (Rollover) households will benefit from rent and utility assistance services provided by FCCP; Approximately 78 (Round 1)/155 (Round 3)/200 (Rollover) children and youth will benefit from the provision of services from the Boys and Girls Club; Approximately 148 individuals will benefit from services provided by Meals on Wheels. USNRG expects to serve 20 youth during the program period. SSHH will assist 445 individuals with its community outreach program.
Location Description	Citywide

Planned Activities	2020 Entitlement Folsom Cordova Community Partnership – Youth Mentoring (CDBG: \$30,000) – Group Mentoring Initiative – Provide youth support and improve community involvement through intensive one-on-one youth mentoring. Meals on Wheels–Senior Nutrition Program (CDBG: \$39,987) – Take hot meals or frozen heat-and-serve meals to homebound seniors, and provide lunch to seniors at the Cordova Senior Center. Sacramento Self-Help Housing- Housing Counseling (CDBG: \$15,000) – Provide housing counseling and support services to residents who are at risk of homelessness, or who are already homeless, to aid them in securing stable housing. Sacramento Self-Help Housing -Renters Helpline (CDBG: \$9,496) – Respond to requests from Rancho Cordova residents who are in danger of becoming homeless due to conflicts with their landlord or property manager and are seeking assistance. Provide fair housing referrals for households potentially experiencing discrimination. CV Round 1 (2020) Sacramento Self-Help Housing – Emergency Housing Services (CDBG-CV: \$60,000 \$10,592.45) • Navigator – (\$29,000 \$10,592.45) – Provide support with transitioning homeless and susceptible individuals and families off the street and into permanent housing by way of providing up to 3 months rental or utility assistance and covering security deposits. • Housing Counseling – (\$25,000) – Provide housing counseling and support services to residents who are at risk of homelessness, or who are already homeless, to aid them in securing stable housing due to COVID-19. • Administration – (\$6,000) – General administrative costs of providing emergency housing services in response to COVID-19. Boys & Girls Clubs of Greater Sacramento – Club Connect (CDBG-CV: \$73,344) – Provide Go Kits to maintain educational engagement for youth while they are at home. These include academic packets, online club programs, food/snacks, books, DIY STEM activities, and family health resources.
--------------------	---

	Folsom Cordova Community Partnership – Relief Safety Net Services (CDBG-CV– \$100,310 \$91,627.06) • Rental & Utility Assistance – (\$42,000 \$51,772.95) – Eviction prevention through rent assistance to maintain stable housing and utility assistance to maintain utility connectivity • Emergency Services – (\$58,310 \$39,854.11) – Provide food assistance, diapers/wipes, and disinfectant supplies to low-income households impacted by coronavirus. Sacramento Self-Help Housing - Renters Helpline (CDBG-CV: \$8,400) - Respond to requests from Rancho Cordova residents who are in danger of becoming homeless due to conflicts with their landlord or property manager and are seeking assistance. Provide fair housing referrals for households potentially experiencing discrimination. CV Round 3 (2021) Boys & Girls Clubs of Greater Sacramento –Clothes & Kicks 4 Kids! (CDBG-CV: \$35,000) – Provide clothing and shoes, including cold weather items to youth. Folsom Cordova Community Partnership – Relief Safety Net Services (CDBG-CV: \$150,000) • Rental & Utility Assistance(\$90,000) – Eviction prevention through rent assistance to maintain stable housing and utility assistance to maintain utility connectivity • Emergency Services (\$60,000) – Provide food assistance, diapers/wipes, and disinfectant supplies to low-income households impacted by coronavirus. Meals on Wheels –Senior Nutrition Services (Great Plates Supplement) (CDBG-CV \$125,000) - Continue to deliver hot meals prepared by local restaurants to seniors currently in the Great Plates Program, a California COVID-19 meal program, once existing funding terminates. Sacramento Self-Help Housing - Navigator (CDBG-CV;\$20,000\$5,194.43) – Provide support with transitioning homeless and susceptible individuals and families off the street and into permanent housing by way of providing up to 3 months rental or utility assistance and covering security deposits. CV/2020 Rollover (2022) Folsom Cordova Community Partnership – COVID-19 Relief Safety Net Services (CDBG-EN (2020) \$16,875.77; CDBG-CV: \$70,798)
--	--

		• Rental & Utility Assistance – Eviction prevention through rental assistance to maintain stable housing and utility assistance to maintain utility connectivity. • Emergency Services – Provide food assistance, diapers/wipes, and disinfectant supplies to low-income households impacted by coronavirus. (These activities respond to impacts of the COVID-19 pandemic.) Boys & Girls Clubs of Greater Sacramento – Keep Kids Connected Together (CDBG-EN (2020): \$9,034; CDBG-CV: \$45,000) – Provide weekly Club Connect Food Boxes to youth that contain food, health resources, and personal protective equipment. Club Connect members will also receive weekly check-in calls. (This activity responds to impacts of the COVID-19 pandemic.) Sacramento Self-Help Housing – Community Outreach Program (CDBG-EN (2020): \$17,668) – Conduct additional outreach to residents in tandem with the 2022 Renters Helpline program. This activity will also update Sacramento Self-Help Housing’s website to improve the user experience for persons seeking assistance online. (This activity responds to impacts of the COVID-19 pandemic.) USNRG (SheBuilds) – The Empowered Life Community Program (CDBG-CV: \$15,000) – Provide youth with opportunities for empowerment during the COVID-19 pandemic through weekly workshops, literature, and training. (This activity responds to impacts of the COVID-19 pandemic.)
3	Project Name	PI-20 Public Infrastructure
	Target Area	CDBG Target Area
	Goals Supported	Non-Housing Community Development
	Needs Addressed	Public Infrastructure Improvements
	Funding	CDBG: \$210,562 , Prior Year Rollover: \$100,000
	Description	Streetlights, ADA sidewalk improvements, traffic signals, crossing signals, crosswalks, ADA ramps to public right-of-way and public facilities, sewer/water/utility improvements
	Target Date	12/31/2020

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2,000 individuals will benefit from improved ADA access in the City.
	Location Description	CDBG Target Area
	Planned Activities	Public Works - ADA Sidewalk Repair Program (CDBG: \$210,562; Prior Year Rollover:\$100,000) – Remove and replace damaged curbs, gutters, and sidewalks, and replace sidewalk ramps to meet current ADA standards throughout the City.
4	Project Name	PA-20 Planning and Administration
	Target Area	CDBG Target Area
	Goals Supported	Planning and Administration COVID-19 Preparation, Prevention, and Response
	Needs Addressed	Planning and Administration COVID-19 Preparation, Prevention, and Response
	Funding	CDBG: \$126,845, CDBG-CV: \$127,613 \$73,221.10
	Description	General administration of the CDBG program, including all planning and reporting activities. Some fair housing services will also be provided.
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	Provide administration and support for all CDBG and CDBG-CV programs, including all planning and reporting activities.
	Location Description	Citywide

Planned Activities	2020 Entitlement Provide general administration of the CDBG and CDBG-CV programs, including all planning and reporting activities. Complete 2019 CAPER. Monitor all programs and projects. Planning and Administration (CDBG: \$119,383)– General CDBG program administration and planning. Sacramento Self-Help Housing - Fair Housing Services (CDBG: \$7,462) – Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating discrimination complaints. CV Round 1 (2020) Planning and Administration (CDBG-CV: \$74,675.00 \$20,133.10) – General CDBG-CV program administration and planning. CV Round 3 (2021) Planning and Administration (CDBG-CV: \$52,938 \$53,088) – General CDBG-CV program administration and planning.
---------------------------	--

AP-50 Geographic Distribution - 91.420, 91.220(f)**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Geographic distribution of activities is widely varied, but most take place in or near low- and moderate-income areas. As seen on the attached CDBG Target Area map (**Attachment G**), the CDBG target area is dispersed throughout the City, allowing for a spread of eligible activities. The specific location of an activity largely depends on the type of activity. Some of the City's 2020 activities, such as the Meals on Wheels and Housing Counseling program, are able to serve populations across the entire city, while other projects and programs are located and provided to populations in the CDBG target area. The ADA Sidewalk Improvement project, Rental Housing Inspection Program, and Code Enforcement program will take place in the City's designated CDBG target areas.

Geographic Distribution

Target Area	Percentage of Funds
CDBG Target Area	40

Table 21 - Geographic Distribution**Rationale for the priorities for allocating investments geographically**

Three activities are prioritized in the CDBG target area: the ADA Sidewalk Improvement Project, Rental Housing Inspection Program, and the Code Enforcement Program. These activities use a geographic boundary to identify which areas are eligible for infrastructure repair and tracks the number of units inspected, new cases opened, violations cleared, and staff hours spent in addressing housing problems in the CDBG target area.

Discussion

The City of Rancho Cordova strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of gender, race, national origin, age, source of income, familial/marital status, religious affiliation, or disability. As a result, all public service programs, including senior services, youth services, and housing counseling, will be available to residents citywide. Significant additional funding will also be used in the low- and moderate-income areas, as needed, for capital projects and programs. Because much of the existing city is in the CDBG target area, providing capital infrastructure improvements and housing preservation services in the CDBG target area allows a significant portion of the city to receive improvements. Similar services are provided to neighborhoods outside the target area and are funded via other funding sources.

AP-85 Other Actions - 91.420, 91.220(k)**Introduction**

The Community Development Department will be responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan.

City staff will administer the programs and activities funded with CDBG funds. These staff members will work with the individual City departments, such as Public Works, as well as partner districts, such as the Folsom Cordova Unified School District, to develop procedures and coordinate the administration of programs that will be carried out by these departments and districts. Designated staff will also work closely with the providers of CDBG-funded services and programs that are not carried out by the City.

While there are several constraints to meeting the needs of target-income residents, the primary obstacle is the lack of available resources for services within the City's boundaries.

Actions planned to address obstacles to meeting underserved needs

The need for affordable housing for lower-income households and supportive housing for persons with special needs continues to exceed available resources. The City has provided services and has worked to offer housing opportunities to underserved groups, including homeless individuals and veterans with disabilities. The City continues its active participation in County efforts, the Mather Veterans Administration Hospital, and service provider initiatives to locate and develop a continuum of housing opportunities for disabled veterans.

The City also plans to use its CDBG funds to promote the local provision of services for low- and moderate-income residents in Rancho Cordova. Furthermore, the City will encourage area service providers to offer services in the community. In the 2020 program year, several organizations (including Sacramento Self-Help Housing, Meals on Wheels, and Folsom Cordova Community Partnership) will provide services in Rancho Cordova.

Actions planned to foster and maintain affordable housing

According to the City's Housing Element, there are 17 housing developments located in Rancho Cordova providing subsidized housing, with a total of 1,585 low- and very low-income units. Subsidized units account for approximately 7 percent of the total housing stock. The City of Rancho Cordova does not have its own local housing authority. Resident initiatives are handled directly by SHRA. The remainder of the affordable housing units are operated by various nonprofits. The most prominent of these is VOA, which operates the Mather Community Campus transitional housing program, and Mercy Housing, which operates the 100 units of permanent supportive housing at the Mather Veterans Village.

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density

incentives, and the operation of a home rehabilitation and repair program, as well as several other options. These can be found with additional detail in the City's 2013–2021 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

Actions planned to reduce lead-based paint hazards

The City complies with the Residential Lead-Based Paint Hazard Reduction Act of 1992 as implemented in 24 CFR 35 Subpart B. Compliance includes the following strategies:

Housing Rehabilitation: All housing rehabilitation activities funded under this plan will assess lead hazard risk before proceeding, including the planned Emergency Repair Grant Program. This applies to any work on structures constructed prior to January 1, 1978. The work will comply with the appropriate level of protection indicated in 24 CFR 35.100.

All work on homes constructed prior to January 1, 1978, will have a lead hazard risk assessment conducted as described in 24 CFR 35.110.

At the completion of any prescribed lead hazard reduction activities, a clearance examination is required as described in 24 CFR 35.110.

Actions planned to reduce the number of poverty-level families

The City continues to fund public services intended to help poverty-level families. The City's anti-poverty strategy is based on revitalizing Rancho Cordova's existing housing stock to provide safe and decent places to live, and on supporting the services of social services agencies that promote income and housing stability. The City's strategy also includes supportive services for target-income residents, including senior and youth services. For example, the City continues to fund the SSHH, as the SSHH provides vital services and resources to families who are homeless or are at risk of homelessness.

The City also continues to fund other anti-poverty programs such as the Senior Nutrition program offered by Meals on Wheels. Additionally, the City funds the Folsom Cordova Community Partnership's Group Mentoring Initiative. This program supports youth and enhances community involvement through intensive one-on-one youth mentoring to help improve economic opportunities for low-income youth in Rancho Cordova.

The City also uses non-federal funds to support many programs and projects, such as job training, through the Community Enhancement Fund. In the 2020 program year, multiple programs will receive funding from both CDBG funds and Community Enhancement funds; those programs include Meals on Wheels, Rebuilding Together Sacramento, the ADA Sidewalk Improvement project, and Folsom Cordova Community Partnership Youth Mentoring Initiative.

Actions planned to develop institutional structure

The City of Rancho Cordova has developed a monitoring system to ensure that the activities carried out in furtherance of the Action Plan are done so in a timely manner in accordance with the federal monitoring requirements of 24 CFR 570.501 and 2 CFR 200 and all other applicable laws, regulations, policies, and sound management and accounting practices. The objectives of the monitoring plan are described in more detail in the Consolidated Plan.

The City's Community Development Department will be responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan and all other subsequent documents related to the implementation of the CDBG program.

City staff will administer the programs and activities funded with CDBG funds. These staff members will work with the individual City divisions, such as Public Works, as well as partner districts, such as Folsom Cordova Unified School District, to develop procedures and coordinate the administration of programs that will be carried out by these divisions. Designated staff will also work closely with the providers of CDBG-funded services and programs that are not carried out by the City.

Actions planned to enhance coordination between public and private housing and social service agencies

Staff has continually strived to provide training opportunities and technical assistance to grant subrecipients and has worked to establish "best practices," with the goal of integrating them into the day-to-day and long-term implementation of the program. In addition, the City is continuing its initiative to coordinate activities with neighboring cities, especially in regard to responding to fair housing-related efforts. Coordinated efforts include joint monitoring of common service providers, standardizing reporting requirements to encourage efficiency and consistency, and sharing information from workshops.

During the 2020 program year, the City will implement contracts with local service organizations and City departments that provide assistance to seniors, youth populations, households at risk of homelessness, public improvements, and housing preservation. These subrecipients have all received CDBG funding in the past from the City. City staff and City Council have realized the continuing need for these services and have instituted the multi-year contracts to provide continuity of services and help reduce administrative burden.

In addition, in the 2017-18 program year, the City and surrounding jurisdictions pursued a regional Analysis of Impediments to Fair Housing Choice (AI). The City entered a Memorandum of Understanding with the SHRA, and neighboring jurisdictions including the cities of Citrus Heights and Elk Grove, to cost-share the fees to conduct an AI. The AI was completed in the fall of 2019 and the results are utilized by each participating agency for their respective Consolidated and Annual Action Plans, and for SHRA's Public Housing Authority and Capital Fund Plans.

Discussion

The City will continue its work with neighboring jurisdictions, such as the County of Sacramento, City of Sacramento, City of Citrus Heights, and City of Elk Grove, and agencies such as the SHRA and the Sacramento Area Council of Governments, to address the regional issues that affect the needs of target-income persons and special needs populations. The goal in this effort is to reduce the burden of providing services within each jurisdiction, by providing CDBG funding. The City also intends to work directly with service providers and local, state, and federal agencies (e.g., HUD and the California Department of Housing and Community Development).

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

The City does not expect to receive any program income in the 2020 program year, nor does the City have any plans to participate in the section 108 program. The City does not have any outstanding section 108 loans and plans to fully obligate all of its CDBG funding available in the 2020 year.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	2
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 60% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

Discussion

The City will continue to work to make the most efficient and effective use of CDBG funds to ensure that the benefit to the community, and particularly to low- and moderate-income households, is realized.

Appendix - Alternate/Local Data Sources

City of Rancho Cordova Community Development Block Grant Program 2022 Draft Annual Action Plan

CDBG Budget Estimate

Staff estimates a conservative \$600,000 for Program Year 2022 with \$174,526 in roll-over funds.

CDBG Program Category	2022 CDBG Budget
Planning and Administration	\$120,150 (including \$150 in 2020 CDBG-CV rollover)
Public Services	\$264,376 (including \$174,376 in CDBG-CV and 2020 CDBG rollover)
Capital Programs and Projects	\$390,000
TOTAL	\$774,526 (includes \$174,526 in rollover funds)

Public Services – Entitlement Projects

If the final CDBG allocation is greater than \$600,000, additional public services funding will be split evenly between the Group Mentoring Initiative and the Senior Nutrition Program.

Organization and Program	2021 Funding	2022 Requested Amount	2022 Recommended Awards
Folsom Cordova Community Partnership – Group Mentoring Initiative	\$43,699	\$49,744	\$37,272
Meals on Wheels – Senior Nutrition Program	\$42,000	\$56,000	\$42,000
Sacramento Self-Help Housing – Renter’s Helpline	\$9,900	\$18,253	\$10,728*
Sacramento Self-Help Housing – Housing Counseling	\$25,277	\$47,198	\$0
LaCar’s Legacy – Your World Your Canvas Puppetry Arts	N/A	\$12,500	\$0
Housing and Economic Rights Advocates – Financial Stability Legal Services	N/A	\$20,000	\$0
TOTAL		\$203,695	\$90,000

*\$7,525 of this project is recommended to be funded through Planning and Administration for Fair Housing Services. This brings the total award up to the requested \$18,253.

Public Services – Rollover Funds Projects

This allocation of \$174,376 is anticipated to be the final allocation of CDBG-COVID and other entitlement funds not subject to the normal 15% public services cap.

Organization and Program	2021 Funding	2022 Requested Amount	2022 Recommended Awards
Folsom Cordova Community Partnership – COVID-19 Relief Safety Net Services	\$150,000	\$120,696	\$87,674
Boys and Girls Club – Keeping Kids Connected-Together!	\$62,414	\$54,034	\$54,034
She Builds Sacramento – The Empowered Life Community Program	N/A	\$69,555	\$15,000
Sacramento Self Help Housing – Renter’s Helpline Outreach	N/A	\$17,668	\$17,668
Sacramento Self Help Housing – Emergency Housing Financial Support	\$20,000	\$20,000	\$0
TOTAL		\$281,953	\$174,376

Capital Programs and Projects

If the final CDBG allocation is greater than \$600,000, additional capital projects funding will go towards the Rebuilding Together Sacramento – Critical Repair Program.

Capital Programs and Projects	Requested Amount	Recommended Award
City of Rancho Cordova - Rental Housing Inspection Program	\$51,000	\$51,000
City of Rancho Cordova - General Code Enforcement Program	\$51,000	\$51,000
Rebuilding Together Sacramento - Critical Repair Program	\$350,000	\$282,386
Cordova Parks and Recreation District – Lincoln Village Park Accessible Swings	\$5,614	\$5,614
TOTAL	\$592,562	\$390,000

THANK YOU

Any questions for staff?

MEMORANDUM



ITEM 10.2.

DATE: November 1, 2021
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman, Community Development Director
SUBJECT: **A RESOLUTION DECLARING A PROTEST HEARING AND AUTHORIZING THE MAILING OF PROPERTY OWNER BALLOT RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE FOR THE EXPRESS SEWER AND DRAIN PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the project. The action also sets 1:30 p.m. on November 23, 2021, in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

BACKGROUND

The Council previously approved the Express Sewer and Drain project with a condition of approval which requires that the property owner fund operation and maintenance of the storm drainage system. This condition will be satisfied by the participation in the new Stormwater Utility Fee for storm drainage and flood protection services which is the subject of tonight's action.

The property owner of the Express Sewer and Drain project has requested the City annex the project to the City's Stormwater Utility Fee pursuant to the California Health and Safety Code Section 5471 et seq. to provide the method of financing for storm drainage and flood protection services required to meet the condition.

On October 18, 2021, Council adopted a Resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and designated November 1, 2021, at 5:30 p.m. as the time and place for

hearing protests in connection with the annual Stormwater Utility Fee for the Express Sewer and Drain project.

DISCUSSION

The property owner has submitted a petition and waiver for the City to institute the proceedings to participate in the Stormwater Utility Fee. This annexation to the Stormwater Utility Fee will include the project generally known as the Express Sewer and Drain project. Attachment 2. The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection systems.

Attachment 1 is the Resolution declaring the results of the property owner protest and authorizing the mailing of the property owner ballot, as required by Article XIII D of the California Constitution (also known as Proposition 218). The Resolution sets forth the tabulation of ballots on November 23, 2021, at 1:30 p.m. in the office of the City Clerk. The results of the mailed ballot election will be presented to City Council at their regularly scheduled meeting December 20, 2021, and additional actions will be recommended based the ballot results.

A “Rate Analysis Report” was approved by City Council on September 4, 2014 by Resolution 103-2014 setting Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel, see Attachment 3. The maximum annual fee will increase each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics. A sample of the Stormwater Utility Fees for Fiscal Year 2021-2022 are summarized in Attachment 4.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact to the General Fund.

ATTACHMENT(S)

1. Resolution
2. Boundary Map
3. Stormwater (SWU) Rate and Analysis Report
4. Stormwater Utility Fee- Rate Sheet FY21-22

CITY OF RANCHO CORDOVA**RESOLUTION XX-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE PROPERTY OWNER
PROTEST AND AUTHORIZING THE MAILING OF A PROPERTY OWNER BALLOT
RELATING TO THE IMPOSITION OF AN ANNUAL STORMWATER UTILITY FEE FOR THE
EXPRESS SEWER AND DRAIN PROJECT**

WHEREAS, this Council has received petitions and waivers from the owners of not less than 100% of the area of land proposed to be annexed into the Stormwater Utility Fee; and

WHEREAS, on October 22, 2021, the City Clerk caused a notice of the time and place of the hearing thereon and on the proposed annexation to the Stormwater Utility Fee to be published and such public hearing was opened on November 1, 2021; and

WHEREAS, the Council adopted Resolution 103-2014 approving a written report entitled, "Rate Analysis Report", dated September 4, 2014 (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, this Council adopted a Resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and set the date of public hearing; and

WHEREAS, this Council has conducted the public hearing and all interested persons have been afforded the opportunity to be heard, and the City Council has considered all protests against the annexation to the Stormwater Utility Fee; and

WHEREAS, there was no majority protest of the owner of the Identified Parcel subject to the Proposed Stormwater Utility Fee.

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

1. The foregoing recitals are true and correct.
2. The City Clerk is hereby authorized and directed to mail a property owner ballot in accordance with law and the Procedures.
3. The date of the ballot tabulation shall be November 23, 2021, at 1:30 pm.
4. The date of the Council Meeting to report the results of the mailed ballot election shall be December 20, 2021, at 5:30 or as soon thereafter as the matter may be heard.

ITEM 10.2.

ATTACHMENT 1

5. The City Council hereby designates Elizabeth Sparkman, Community Development Director, telephone number, (916) 851-8714 to answer inquiries regarding the ballot proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021 by the following vote:

AYES:

NOES:

ABSENT:

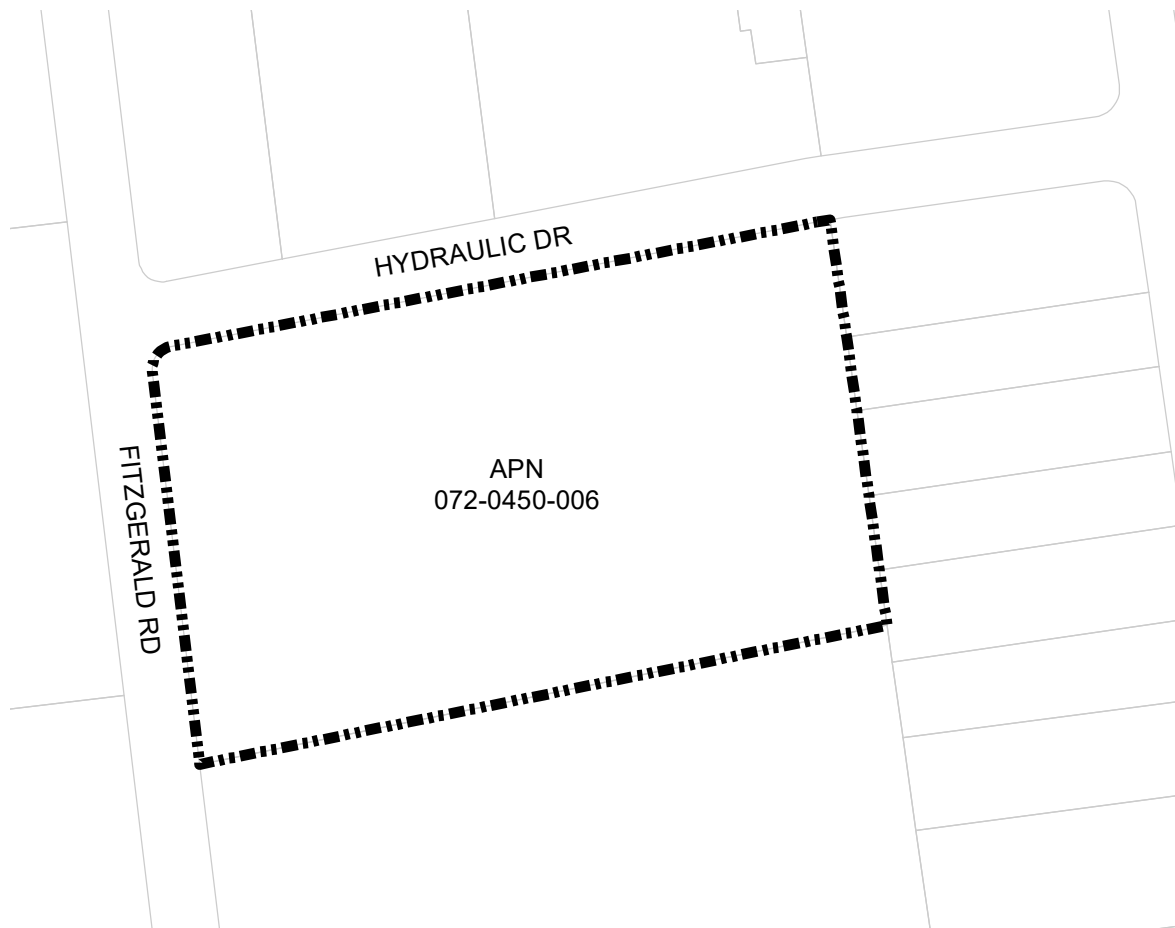
ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC,
City Clerk

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 31
(EXPRESS SEWER & DRAIN PROJECT)



-  Annexation Boundary
-  Parcel Boundary



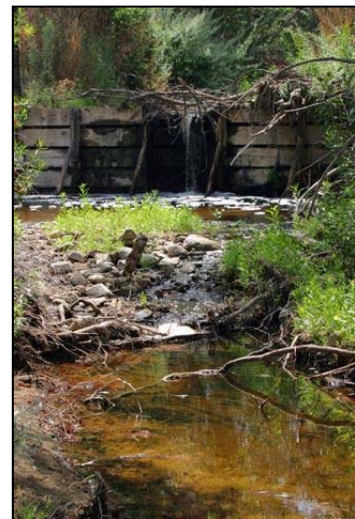
Rate Analysis Report

for the

Stormwater Utility Fee

For the

City of Rancho Cordova



August 7, 2014

Introduction

The City of Rancho Cordova (City) is detaching from the County of Sacramento fee and is creating their own Stormwater Utility Fee, which is being levied per the California Health and Safety Code Section 5471 et seq.

The purpose of this Rate Analysis Report is to:

- Review the Stormwater Utility Fee and improvements to be funded.
- Review the requirements of Article XIID of the State Constitution (Proposition 218) relating to requirements for apportioning the costs associated with the City's stormwater runoff system.
- Analyze and recommend an appropriate rate structure and provide estimated rates based on cost data information provided by the City.

Proposition 218 Requirements

This fee must comply with the provisions of Article XIID of the California Constitution (Proposition 218). Section 6 of Proposition 218 has the following requirements for all "new, extended, imposed or increased" fees and charges:

- 1) "Revenues derived from the fee or charge shall not exceed the funds required to provide the property-related service."
- 2) "Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed."
- 3) "The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel."
- 4) "No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with [the assessment section of this code]."
- 5) "No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services where the service is available to the public at large in substantially the same manner as it is to property owners."

Background Information

In accordance with the Federal Clean Water Act of 1972, the United States Environmental Protection Agency (EPA) is required to establish regulations setting forth National Pollution Discharge Elimination System (NPDES) permit standards. The enactment of 1987 amendments to the Federal Clean Water Act (Act) of 1972 imposes permit requirements for discharge of storm waters. The Act allows the EPA to delegate its NPDES permitting authority to states with an approved environmental regulatory program. The State of California is one of the delegated states.

The responsibility for implementing various NPDES permits in the State of California has been delegated to the State Water Resources Control Board (SWRCB). The SWRCB administers NPDES authority through its nine Regional Boards. As an NPDES permittee, the City is required to manage stormwater pollution within its jurisdiction.

In order to provide for the safety of the residents of the City and protect property in the City from the damage associated with flooding and to meet the requirements of the NPDES permit, it is necessary to design, construct, operate, maintain, improve and replace storm drainage facilities which collect storm and surface water runoff and convey and treat such runoff in a safe manner to an acceptable point of discharge. It is also necessary to inspect, monitor, and take enforcement action related to illegal dumping, and illicit discharges. In order to properly fund such facilities and activities, the City has determined that it is necessary to impose on all developing properties in Rancho Cordova a user charge for storm drainage service.

Based on the 2030 General Plan and current specific plan areas, Rancho Cordova is expected to develop as shown in Table 1 below. The proposed boundary for the stormwater utility is shown in Appendix A.

Table 1 – Land Use

	Land Use/ Zoning Description	Total Acres	Total Units
Residential:			
LDR	SF (2.1-6.0 DU/AC)	2,635	13,156
	MD (6.1-12 DU/AC)	322	2,524
MDR	MD (6.1-18.0 DU/AC)	1,852	13,231
	MD (14.0-29.9 DU/AC)	60	885
HDR	HD (18.1-40.0 DU/AC)	192	4,372
	HD (30+ DU/AC)	30	825
	Residential Total	5,090	34,993
Non-Residential:			
VC	Village Commercial	202	
LTC	Local Town Center	134	
RTC	Regional Town Center	172	
BP	Business Park	158	
MP	Industrial Park	283	
Education:			
HS/MS	High School/Middle School	356	
MS	Middle School	20	
ES	Elementary School	102	
Open Space & Public:			
CP	Community Park	313	
P/QP	Public/Quasi Public	37	
NP	Neighborhood Park	194	
SWD	Storm Water Detention	186	
WP	Wetland Preserve	745	
DP	Drainage Parkway	270	
PR	Private Recreation	63	
OS	Open Space	168	
OS/P	Open Space/Preserve	279	
LC	Landscape Corridors	123	
GB	Green Belts	54	
ROW	Right-of-way	596	
BR/WP	Reservoir / Wetland Preserve	528	
S	Sewer Lift Station / Utility Substa	14	
	Vacant (unknown dev plan)	595	
	Total Non-residential	5,590	
	Total Residential & Non-Res	10,680	

A more detailed land use table by development area is shown in Appendix D.

This development is expected to require significant stormwater drainage and flood control facilities. Based on the development area and improvements that were required in four (4) recent developments

within the County of Sacramento, Table 2 summarizes the improvements that are expected once development is complete.

Table 2 – Expected Improvements

Infrastructure Type	Quantity	
Inlets	6,400	LF
Manholes	4,460	LF
66" Pipe	3,950	LF
60" Pipe	10,280	LF
54" Pipe	11,140	LF
48" Pipe	10,210	LF
42" Pipe	28,620	LF
36" Pipe	42,420	LF
30" Pipe	51,050	LF
27" Pipe	540	LF
24" Pipe	91,960	LF
21" Pipe	2,230	LF
18" Pipe	100,300	LF
15" Pipe	101,300	LF
12" Pipe	529,890	0
10" Pipe	4,170	0
Creeks and Channels	80	AC
Basins	320	AC

Services Funded

Expenditures from the revenue generated from the Stormwater Utility Fee are intended to comply with the requirements set forth in the NPDES permit. The activities and services funded by this fee include, but are not limited to:

1. Administration and oversight of the requirements set forth in the NPDES permit to City departments, developments, and local agencies.
2. Respond to and investigate incidents of illicit discharges and illegal connections to the storm drain system.
3. Periodically inspect facilities for proper handling of materials, chemicals, pollutants, garbage, waste, and debris and prevent any discharges to the storm drain system.
4. Regularly clean and maintain catch basins, the flowline, and storm drainage facilities.
5. Installation and maintenance of water quality devices required to keep pollutants out of the storm drain system.
6. Discourage illegal dumping or discharge of pollutants into the storm drain system by stenciling all City-owned catch basins with a "No Dumping" message.
7. Augment public education and outreach programs in regards to the proper use and function of the storm drainage system and the receiving waters.

8. Develop programs to promote, publicize, and facilitate public reporting of illicit discharges to the storm drain system.
9. Encourage the proper disposal of household hazardous waste (HHW) to prevent the improper disposal to the storm drain system or to the sewer system.
10. Discourage the improper disposal of litter, garden clippings, leaves, and pet waste into the street or the storm drain system.
11. Capital replacement of storm drainage and flood control improvements at the end of the expected useful life for such improvements.

Rate Structure Analysis

Section 6.b of Article XIIID of the State Constitution (Proposition 218) states that:

“The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.”

and

“No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question.”

By definition, all properties that shed stormwater into the City’s stormwater drainage system use, or are served by, the City’s stormwater drainage system. The amount of use attributed to each parcel is measurable by the amount of storm runoff contributed by the property, which is directly proportional to the amount of impervious area on a parcel (such as buildings and concrete). The more impervious area on a property, the more storm runoff the property generates, the more demand placed on the storm drain system.

The amount each parcel uses the stormwater drainage system is computed by the following formula:

$$(\text{Parcel Area}) \times (\text{Impervious Percentage}) = \text{Drainage Units}$$

The typical percent impervious (% Impervious) for land uses in the City, have been applied for the purposes of estimating the runoff generated by each property. These are shown in Appendix B.

The more Drainage Units a parcel has, the more storm run-off it generates, and the more it uses and impacts the stormwater drainage system.

It is standard practice to relate other land uses to a developed single family residential (SFR) parcel, instead of working exclusively with drainage units. The median size of a SFR parcel will be approximately 0.16 acre. Therefore, it makes sense to relate all parcels to this median residential property. The runoff from a 0.16-acre SFR parcel is set equal to one Drainage Measurement Unit (DMU) and this base DMU is calculated as follows:

$$(0.16 \text{ acres of area}) \times 50\% = 0.0800 \text{ Impervious Area} = 1 \text{ DMU}$$

Single Family Residential Parcels

As a SFR property increases in size over the median parcel size, the typical percentage of impervious area decreases, as shown in Appendix B. Conversely, as a SFR parcel decreases in size below the median parcel size, the typical percentage of impervious area increases, and such increase is typically proportional to the decrease in size. Therefore, SFR properties are separated into five (5) groups. The median parcel area for each group was used and their DMUs are calculated as follows:

<u>SFR Category</u>	<u>DMU/ Formula</u>
SFR1 – SFR parcels 0.16 acres or less	1.00 DMU
SFR2 – SFR parcels 0.17 - 0.25 acres	1.10 DMUs
SFR3 – SFR parcels 0.26 – 0.33 acres	1.175 DMUs
SFR4 – SFR parcels 0.34 – 0.50 acres	1.25 DMUs
SFR5 – SFR parcels greater than 0.50 acres	$1.25 + \frac{[(\text{acres} - 0.50) \times 5\%]}{0.0800} = \text{DMUs}$

Multi-Family Residential Parcels

Multi-Family Residential (MFR) units (including condominiums) are split into categories by the density, or number of dwelling units per acre (DU/Ac) as follows:

<u>MFR Category</u>	<u>Density</u>	<u>% Impervious</u>
MFR1 - High Density	Greater than 18 DU/Ac	75%
MFR 2 - Med Density	10 – 18 DU/Ac	70%

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

Condominium unit parcel areas are calculated by dividing the total area of the condominium complex (which includes the common area) by the number of condominium units, and the total imperviousness of the entire complex is attributed to each individual condo parcel in the complex. (This divides the runoff of the entire complex to each of the individual units.) Because these condominium common areas are taken into consideration in this manner, they are exempt from the charge.

Non- Residential Parcels

All non-residential parcel DMUs will be based on the impervious area (runoff coefficient) table shown in Exhibit B, using the following formula:

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

All parcels draining into Rancho Cordova Stormwater Utility Fee-maintained drainage infrastructure are proposed to be charged the same user fee rate per DMU for stormwater runoff treatment. The Rancho Cordova Stormwater Utility Fee is proposed in perpetuity.

For the purposes of this report, City-maintained drainage infrastructure includes streets, pipes, inlets, outlets, and natural drainage courses. Parcels related to these types of property uses are exempt from the runoff charge, as they are part of the infrastructure being funded. Also exempt from the runoff charge is Caltrans right-of-way, because Caltrans handles its own runoff under a separate NPDES permit.

Drainage units may be adjusted based on appeal from the property owner. See the Appeals Process below.

Table 3, below, provides a preliminary summary of DMUs for the various land uses in Rancho Cordova.

Table 3 – Drainage Measurement Unit Summary Table

Landuse Description	Number of Units	Total Area (acres)	Impervious Area (acres)	DMUs
SINGLE FAMILY RESIDENTIAL (SFR1)	15,107	2,028		15,107.00
SINGLE FAMILY RESIDENTIAL (SFR2)	13,790	2,776		15,169.00
SINGLE FAMILY RESIDENTIAL (SFR3)	14	4		16.45
SINGLE FAMILY RESIDENTIAL (SFR4)				-
SINGLE FAMILY RESIDENTIAL (SFR5)				-
MULTI-FAMILY RESIDENTIAL (MFR1)	6,082	282		2,639.06
COMMERCIAL		666	499	6,240.00
INDUSTRIAL		283	226	2,830.00
SCHOOLS		478	239	2,985.00
PRIVATE RECREATION		63	16	195.31
PARKS/GREENBELTS		561	140	1,752.47
PUBLIC		51	15	190.13
TOTAL	34,993	7,190		47,124

Cost Estimate

Table 4 below shows the estimated costs to maintain infrastructure in the developing areas. Unit costs for maintenance were derived using budget information provided by the County, since the County currently maintains the storm drainage system. The budget information is shown in Appendix C.

Table 4 – Estimated Costs

	Estimated Quantity	Unit	Cost (\$/unit)	Frequency	Total Cost/Year
Maintenance Costs:					
Trunk Lines (larger than 24") - TV Lines	158210	LF	\$ 7.50	25 years	\$ 47,463.00
Drainage Lines 10"-24" Cleaning	829850	LF	\$ 3.00	10 years	\$ 248,955.00
Drainage Lines 10"-24" TV	829850	LF	\$ 7.50	25 years	\$ 248,955.00
Creek and Channel Maintenance and Repair	65070	LF	\$ 0.75	1 year	\$ 49,009.83
Pipe Repairs	998920	LF	\$ 0.45	1 year	\$ 451,380.43
Creeks and Channels Mowing	80	AC	\$6,825	1 year	\$ 546,000.00
Creeks and Channels Herbicides	80	AC	\$680	1 year	\$ 54,400.00
HydroMod Basin Maintenance	320	AC	\$4,830	1 year	\$ 1,545,600.00
Basin De-silt	320	AC	\$1,000	25 years	\$ 12,800.00
Basins Herbicides	320	AC	\$761	1 year	\$ 243,360.00
Replacement Costs:					
Inlets	6400	EA	\$2,000	75 years	\$170,667
Manholes	4460	EA	\$3,500	75 years	\$208,133
66" Pipe	3950	LF	\$550	100 years	\$21,725
60" Pipe	10280	LF	\$475	100 years	\$48,830
54" Pipe	11140	LF	\$400	100 years	\$44,560
48" Pipe	10210	LF	\$325	100 years	\$33,183
42" Pipe	28620	LF	\$275	100 years	\$78,705
36" Pipe	42420	LF	\$225	100 years	\$95,445
30" Pipe	51050	LF	\$175	100 years	\$89,338
27" Pipe	540	LF	\$150	100 years	\$810
24" Pipe	91960	LF	\$125	100 years	\$114,950
21" Pipe	2230	LF	\$115	100 years	\$2,565
18" Pipe	100300	LF	\$105	100 years	\$105,315
15" Pipe	101300	LF	\$95	100 years	\$96,235
12" Pipe	529890	LF	\$85	100 years	\$450,407
10" Pipe	4170	LF	\$75	100 years	\$3,128

Total: \$5,011,917

Annual Fee Administration: \$45,000

Operating (Cash Flow) Reserve (10% of Maintenance Costs): \$344,792

Estimated Total: **\$5,401,709**

Fee Calculations

The estimated annual costs for the proposed storm drain improvements are \$5,401,709 as shown in Table 4 above. Dividing that by the total number of proposed DMU's in Rancho Cordova (47,124), the maximum estimated annual Stormwater Utility Fee rate is **\$114.63 per DMU**.

This would be the proposed maximum fee rate for fiscal year 2014-15. The maximum rate will be increased each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued, as determined by the Director of Public Works).

The actual rate to be levied each year will be as approved by the City at a public hearing, after they consider an Annual Fee Report outlining the estimated annual costs of the program for the ensuing fiscal year.

Table 5 provides sample fee calculations for various land uses and parcel sizes.

Table 5 – Sample Calculations

Land Use Description	Total Area (acres)	Impervious Area (acres)	DMUs	Sample Fee
SINGLE FAMILY RESIDENTIAL (SFR1)	0.16		1.000	\$ 114.63
SINGLE FAMILY RESIDENTIAL (SFR2)	0.22		1.100	\$ 126.09
SINGLE FAMILY RESIDENTIAL (SFR3)	0.30		1.175	\$ 134.69
SINGLE FAMILY RESIDENTIAL (SFR4)	0.40		1.250	\$ 143.28
SINGLE FAMILY RESIDENTIAL (SFR5)	1.00		1.563	\$ 179.10
MULTI-FAMILY RESIDENTIAL (MFR1)	5.00	3.75	46.875	\$ 5,373.12
COMMERCIAL ¹	1.00	0.75	9.375	\$ 1,074.62
INDUSTRIAL	1.00	0.80	10.000	\$ 1,146.27
SCHOOLS	5.00	2.50	31.250	\$ 3,582.08
PRIVATE RECREATION	1.00	0.25	3.125	\$ 358.21
PARKS/GREENBELTS	2.00	0.20	2.500	\$ 286.57
PUBLIC	2.00	0.60	7.500	\$ 859.70

¹ Average of Downtown and Neighborhood Commercial as shown in Appendix B

The Preliminary Charge Roll, which is a listing of each parcel to be charged a fee and its proposed maximum fee for FY 2014-15, is on file in the office of the City Clerk.

Appeals Process

If a property owner disagrees with the calculation of his or her fee, based on the parcel area and estimated impervious percentage assigned to the property, then the property owner may appeal the calculation as follows:

- Property owner must provide written documentation explaining the reason why the charge should be changed. This documentation must include:
 - The name, phone number, mailing address, and email address, if available, of the property owner.
 - The Assessor's Parcel Number (APN) of the property in question.
- If additional documentation is required or insufficient documentation was submitted, a representative of the Department of Public Works (Staff) will notify the property owner in writing.
- Once Staff has determined that sufficient documentation has been submitted, Staff will perform the initial review. Staff will notify the property owner in writing within four (4) weeks from the time sufficient documentation was submitted as to whether or not the fee amount will be changed.
 - If the determination is to change the fee amount, then the new fee amount will be documented within the City's fee database.

- b. If the determination is that the fee should not be changed, the property owner can appeal Staff's decision to the Director of Public Works. The appeal must be made in writing and returned no later than four (4) weeks from the date of mailing of Staff's initial review decision. The Director of Public Works will notify the property owner in writing within four (4) weeks from the date of receipt of the appeal as to whether or not the fee amount will be changed.

If the owner of any parcel shall have reason to feel that the computation of the DMU for his/her parcel is not correct, that person may file an appeal with the Director of Public Works in the manner prescribed by the Director of Public Works. The Director of Public Works will consider all data provided by the appellant and shall render a decision in writing. The decision of the Director of Public Works will be final with respect to City action on the appeal.

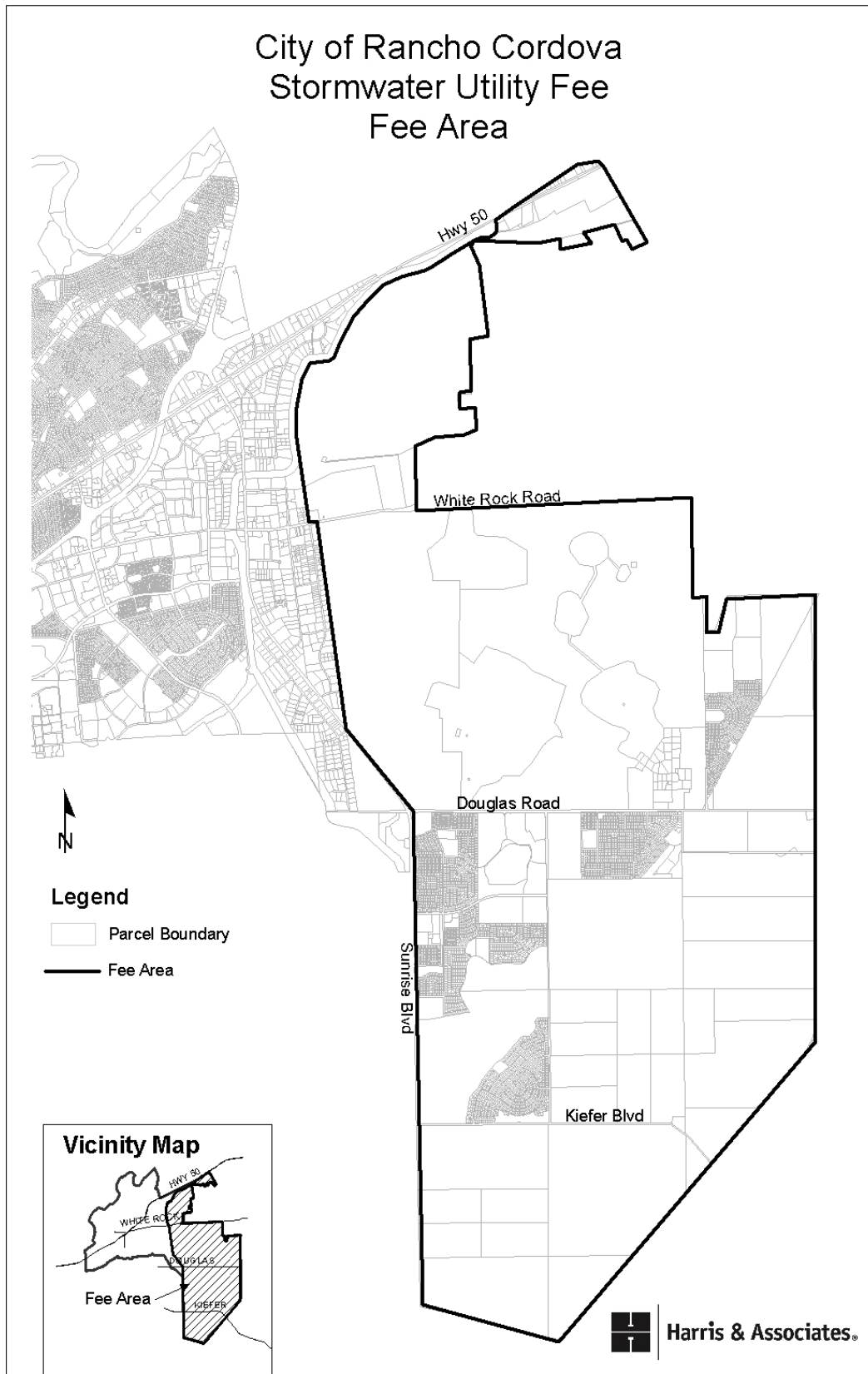
Appeals will be accepted annually up until June 30 for inclusion on the following fiscal year's property tax roll submittal. However, if an appeal is granted by Staff or the Director of Public Works that does not permit inclusion for the following fiscal year's property tax roll submittal, a reimbursement will be provided to the property owner by the City.

Respectfully submitted:

Harris & Associates

Dennis A. Anderson
Senior Project Manager

APPENDIX A



APPENDIX B

Runoff Coefficient

Land Use	Impervious
Single Family Residential less than 0.166 acres	50%
Single Family Residential 0.166 acres to 0.250 acres	40%
Single Family Residential 0.251 acres to 0.330 acres	30%
Single Family Residential 0.331 acres to 0.500 acres	25%
Single Family Residential Over 0.500 acres (excluding the first 0.500 acres)	5%
High-Density Residential (including Apartments and Mobile Home Parks)	75%
Condominiums	70%
Commercial Downtown Areas ¹	80%
Commercial Neighborhood Areas	70%
Industrial	80%
Schools	50%
Parks	25%
Greenbelts	10%

Footnotes:

¹ City of Rancho Cordova Municipal Code Chapter 15.

Sources:

1. Yolo County City/County Drainage Manual, February 2010.
2. Stormwater Quality Design Manual for the Sacramento and South Placer Regions, May 2007.

Appendix C

Cost Information

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Pipe Repair Costs

Budget Classification		Repair Type	Actual Expenditures for FY 11/12	FY 13/14 Budget
County North				
	OCUO	Drain Line Upgrade or Repair	\$ 630,912.90	\$ 630,912.90
	OFFO	Fence Repair	\$ 19,343.41	\$ 19,343.41
	OHKO	Inlet Outfall Repair	\$ 455,724.02	\$ 455,724.02
	OMSO	Erosion Control	\$ 26,189.60	\$ 26,189.60
	OY8O	Manhole Repair	\$ 63,362.44	\$ 63,362.44
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	36.39%	\$ 435,026.56	\$ 435,026.56
		Total Budget=	\$ 1,630,558.93	\$ 1,630,558.93
County South				
	OCUO	Drain Line Upgrade or Repair	\$ 105,317.24	\$ 105,317.24
	OFFO	Fence Repair	\$ 35,802.01	\$ 35,802.01
	OHKO	Inlet Outfall Repair	\$ 214,660.90	\$ 214,660.90
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 8,585.40	\$ 8,585.40
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 85,667.45	\$ 85,667.45
		Total Budget=	\$ 450,033.00	\$ 450,033.00
Rancho Cordova				
	OCUO	Drain Line Upgrade or Repair	\$ 222,809.74	\$ 229,850.53
	OFFO	Fence Repair	\$ 26,326.14	\$ 27,158.05
	OHKO	Inlet Outfall Repair	\$ 224,877.26	\$ 231,983.38
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 4,498.84	\$ 4,641.00
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 112,504.88	\$ 116,060.03
		Total Budget=	\$ 591,016.86	\$ 609,692.99
Total LF of Pipes				
		County	7,865,755	7,865,755
		Rancho Cordova	1,349,271	1,349,271
Cost/LF of pipe for Repairs				
		County	\$ 0.26	\$ 0.26
		Rancho	\$ 0.44	\$ 0.45

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Creek and Channel Cleaning

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
County	OCCO	Inspect Channels	\$ 149,684.06	\$ 149,684.06
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 203,337.83	\$ 203,337.83
	OF8O	Sandbag Distribution	\$ 5,184.60	\$ 5,184.60
	OFCO	Drainage Response	\$ 82,451.66	\$ 82,451.66
	OFDO	Concrete Channel Cleaning Bobcat	\$ 552,150.54	\$ 552,150.54
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ 191,840.84	\$ 191,840.84
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ 2,720.90	\$ 2,720.90
	OMRO	Channel Cleaning Mechanical	\$ 49,087.50	\$ 49,087.50
	OORC	Rodent Control	\$ 32,695.06	\$ 32,695.06
	OTVD	Tree Removal	\$ 79,463.44	\$ 79,463.44
	OVDO	Dry Spoil Dumping	\$ 8,137.34	\$ 8,137.34
	OWCO	Weed Control Chemical		
	Overhead	36.39%	\$ 493,691.29	\$ 493,691.29
	Total Budget=		\$ 1,850,445	\$ 1,850,445
County	OCCO	Inspect Channels	\$ 1,797.15	\$ 1,797.15
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ -	\$ -
	OF8O	Sandbag Distribution	\$ 2,464.80	\$ 2,464.80
	OFCO	Drainage Response	\$ 1,293.11	\$ 1,293.11
	OFDO	Concrete Channel Cleaning Bobcat	\$ 144,294.58	\$ 144,294.58
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ 57,345.54	\$ 57,345.54
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ 32,935.75	\$ 32,935.75
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ 214,736.46	\$ 214,736.46
	OVDO	Dry Spoil Dumping	\$ -	\$ -

ITEM 10.2.

ATTACHMENT 3

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 106,945.71	\$ 106,945.71
		Total Budget=	\$ 561,813	\$ 561,813
Rancho Cordova	OCCO	Inspect Channels	\$ -	\$ -
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 413.30	\$ 413.30
	OF8O	Sandbag Distribution	\$ -	\$ -
	OFCO	Drainage Response	\$ -	\$ -
	OFDO	Concrete Channel Cleaning Bobcat	\$ 65,905.39	\$ 65,905.39
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLD0	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ -	\$ -
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ -	\$ -
	OVDO	Dry Spoil Dumping	\$ -	\$ -
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 15,592.45	\$ 15,592.45
		Total Budget=	\$ 81,911	\$ 81,911
Total LF of Channels				
		Rancho Cordova (unlined)	74,628	74,628
		Rancho Cordova (lined)	37,562	37,562
		Total Rancho Cordova	112,189	112,189
		County (unlined)	1,677,768	1,677,768
		County (lined)	216,153	216,153
		Total County	1,893,920	1,893,920
Cost/LF of Channel for Cleaning:				
		County	\$ 1.27	\$ 1.27
		Rancho	\$ 0.73	\$ 0.75

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

ITEM 10.2.

ATTACHMENT 3

County of Sacramento/City of Rancho Cordova Current Storm Drain Maintenance Costs

Activity	Size/Location	Cost/LF	Frequency	Notes
Pipes/Channels				
Hydro Cleaning	6"-24"	\$ 3.00	10 years	
TV Lines	all	\$ 7.50	25 years	
Creek and Channel Cleaning	Rancho	\$ 0.75	each year	Within SWU Budget
	Sac County	\$ 1.27		
Pump Maintenance	Covered within budget			Per County Staff Assume no pumps in new areas.
Repairs	2 crews year round	SWU funds support this		
Hydromod Basin		cost/ac		
Maintenance		\$ 4,830.00	annul	see detailed estimate
Herbicides		\$ 325.00	2 x's/year	
Additional costs				
Pesticide Control Advisor		\$ 20,000.00	annually	
Engineering admin support with regulatory agencies		10%	of maint costs/year	
Supervisors and managers		5%	of maint costs/year	

Hydromod Basin Maintenance

Basin Maintenance Costs	Cost per Acre
Trash Clean-up and Disposal (4 x's/year)	\$ 1,200
Mowing (2 x's/year)	\$ 200
Inspection 4 x's/year	\$ 1,600
Erosion Repair	\$ 800
Vegetation and Landscape Maintenance	\$ 800
Sub-total	\$ 4,600
Over-head Mark-up (5%)	\$ 230
Total Cost	\$ 4,830

Inspection Includes: Examine gates, fences and access ramp for damage and overgrown vegetation, check basin slopes for erosion, excess vegetation, debris and animal burros, check flow line for excess vegetation and sediment, check for erosion at water line, large/floating debris, and excess vegetation. Check for debris, creacks and instructure, and erosion at inlets and outlets. Also check access control racks for debris and to snrue they are locked and secured. Check riprap at inlet weir

Appendix D

Detailed Land Use Data

AC, Landuse & units derived from GIS/Aerials																																						
		Arista Del Sol		Arboretum		Douglas 98		Douglas 103		Grantline 208		Montelena		Rio Del Oro		Suncreek		The Ranch (Sunridge)			Sunridge Lot J		Westborough		North Douglas II		Heritage Falls		Anatolia IV		Anatolia		Sunridge					
	Land Use/ Zoning Description	AC	Units	AC	Units		AC	Units	AC	Units	AC	Units	AC 2012	Units 2012	AC	Units	AC 2013	Units 2012		AC 2013	Units 2012		Est.	Units 2013	AC	Units	AC	Units	AC	Units	AC	Units	GIS AC	GIS Units	GIS AC	GIS Units	Total Acres	Total Units
Residential:																																						
LDR	SF (2.1-6.0 DU/AC)	35.3	176	144.8	698				3.7	14	44.7	276	71.4	388	1,518.5	7,593	179.4	899		142.3	694		35.8	179	347.2	1,580	17.70	153.00	72.20	303.00	21.60	203.00					2,635	13,156
	MD (6.1-12 DU/AC)																321.5	2,524																	322	2,524		
MDR	MD (6.1-18.0 DU/AC)	83.8	556	290.0	2,334 ^a	94.2	528	28.2	287	42.8	227	54.4	402	256.0	2,048	43.7	286 ^c		105.4	685		17.5	192	146.8	1,389			92.10	525.00			450.8	2,831	146.4	941	1,852	13,231	
	MD (14.0-29.9 DU/AC)			60.4	885																														60	885		
HDR	HD (18.1-40.0 DU/AC)														98.0	1,960	44.2	980		12.2	378 [*]				30.4	922			6.80	132.00					192	4,372		
	HD (30+ DU/AC)			29.5	825																* These may be Attached														30	825		
	Residential Total	119.1	732	524.7	4,742	94.2	528	31.9	301	87.5	503	125.8	790	1,872.5	11,601	588.8	4,689		259.9	1,757		53.3	371	524.4	3,891	17.7	153	171	960	22	203	450.8	2,831	146.4	941	5,090	34,993	
Non-Residential:																																						
VC	Village Commercial			16.9				19.5				16.6			20.0		22.0		13.5						93.3											202		
LTC	Local Town Center			30.4											20.0										83.5											134		
RTC	Regional Town Center			0.9											113.0		58.4																			172		
BP	Business Park	6.6		65.0											86.0																					158		
MP	Industrial Park														283.0																					283		
Education:																																						
HS/MS	High School/Middle School			72.6											78.0		110.9 ^b								94.0 ^b											356		
MS	Middle School														20.0																					20		
ES	Elementary School			21.2						10.6					54.0														5.50			10.8					102	
Open Space & Public:																																						
CP	Community Park	11.4		60.7						7.8					107.0		44.9		29.3						52.3											313		
P/QP	Public/Quasi Public			2.0								3.2			7.5		12.3								10.6								1.1			37		
NP	Neighborhood Park	3.1		3.8		8.2		5.2		3.4		20.8			67.5		17.0		8.6		6.4						0.71		17.20		3.70		21.2		7.0		194	
SWD	Storm Water Detention	4.0								15.0		9.6			39.0		53.5		24.3								4.00		17.40				9.5		9.6		186	
WP	Wetland Preserve	55.8						43.8		81.0		54.5			510.0																					745		
DP	Drainage Parkway														138.0		5.0								104.6				15.30					7.2		270		
PR	Private Recreation														54.0														4.20			4.3				63		
OS	Open Space			144.5											22.0													0.60		0.80						168		
OS/P	Open Space/Preserve														12.0		45.6		174.0						47.7										279			
LC	Landscape Corridors	1.1				2.8									82.0		19.2												2.70		1.30		13.4		0.7		123	
GB	Green Belts							2.6							51.0																					54		
ROW	Right-of-way	9.5		104.3				8.5		5.3		22.4			192.0		82.6		20.5		14.5				127.1				6.90		2.20					596		
BR/WP	Reservoir / Wetland Preserve			302.8													205.1										19.80									528		
S	Sewer Lift Station / Utility Substation			1.0																													6.6		6.4		14	
	Vacant (unknown dev plan)																															567.4		27.3			595	
	Total Non-residential	91.5		826.1		11.0		79.6		123.1		127.1			1,956.0		676.5		270.2		20.9			613.1		25.1	0.0	70.0	0.0	7.2	0.0	634.3		58.2		5,590		
	Total Residential & Non-Res	210.6	732.0	1,350.8	4,742.0	105.2	528.0	111.5	301.0	210.6	503.0	252.9	790.0		3,828.5	11,601.0	1,265.3	4,689.0		530.1	1,757.0	74.1	371.0	1,137.5	3,891.0	42.8	153.0	241.1	960.0	28.8	203.0	1,085.1	2,831.0	204.6	941.0	10,680		

Notes: All data is from recent plans received in Nov 2013 unless specified otherwise.
^a Arboretum has 2 MD residential classifications. The first line is for 6.1-13.9 DU/AC (instead of 6.1-18)
^b Acreage for all schools
^c Suncreek has 2 MD residential classifications. The second line is for 12.1-18 DU/AC (instead of 6.1-18)

Includes April 2012
Amendment

AC estimated

Stormwater Utility Fee

Sample of the Stormwater Utility Fees for Fiscal Year 2021-2022:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$137.62
Single Family Residential (SFR2)	0.22	\$151.38
Single Family Residential (SFR3)	0.30	\$161.72
Single Family Residential (SFR4)	0.40	\$172.02
Single Family Residential (SFR5)	1.00	\$172.02
Multi-Family Residential (MFR1)	5.00	\$1,204.35
Commercial	1.00	\$1,290.39
Industrial	1.00	\$1,376.43
Schools	5.00	\$860.26
Private Recreation	1.00	\$430.11
Parks/Greenbelts	2.00	\$172.02
Public Property (with structures)	2.00	\$516.14

MEMORANDUM



ITEM 10.3.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

FROM: Nicholas Sosa, Associate Planner

SUBJECT: CALIFORNIA NORTHSTATE UNIVERSITY - PROJECT NO. PLND-0921-0004 - TENTATIVE PARCEL MAP

PROPERTY OWNER:
West Taron Holdings
9700 West Taron Drive
Hillsborough, CA 94010

APPLICANT/DEVELOPER:
Cindy Zheng
30 Crystal Springs Terrace
Elk Grove, CA 95757

PROJECT: California Northstate University Tentative Parcel Map
FILE: PLND – 0921 – 0004
LOCATION: 2926 Prospect Park Drive
APN: 072-0600-073-0000
PLANNER: Nicholas Sosa, Associate Planner

RECOMMENDATION

Adopt the Resolution for the Tentative Parcel Map.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the applicant's request to subdivide an existing 5.84 - acre parcel into two separate parcels for future development. No physical improvements are proposed with this request.

TENTATIVE PARCEL MAP

The City of Rancho Cordova received an application requesting a Tentative Parcel Map to divide the existing 5.84-acre parcel into two separate parcels at 2926 Prospect Park Drive. The current parcel includes an existing 45,000 square foot building which serves as the main building for California Northstate University, and an existing parking lot area. The separation of the parcels is for the future development of the parking lot parcel into two future dormitory buildings and a cafeteria for the school which were previously approved by City Council on July 20, 2020 (Resolution 91-2020) and have not yet started construction. **See Figures 1 & 2** for project location and existing conditions. The existing property is zoned Office Professional Mixed Use (OPMU)

within the Rancho Cordova Zoning Code and has been designated as Office Mixed Use (OMU) within the City's General Plan.

Figure 1: Project Location

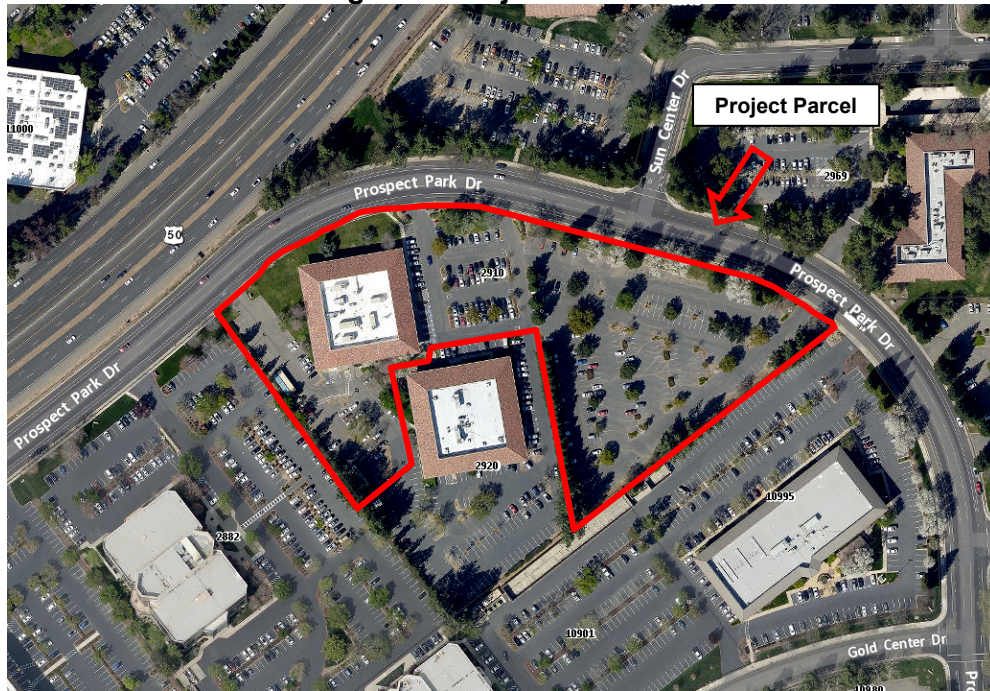


Figure 2: Existing Street View





PROPOSED TENTATIVE PARCEL MAP

As previously mentioned, the Applicant is requesting to divide the existing parcel into two individual parcels. The proposed lot sizes can be seen below and the Tentative Parcel Map can be seen in **Figure 3**. In addition, **Table 1** shows the surrounding Zoning and General Plan designations as well as the current uses adjacent to the property. A condition of approval has been added to ensure that a note for reciprocal parking and access is included on the final map.

- **Parcel 1 (Red):** 2.89-acres currently with an existing parking lot.
- **Remainder Parcel:** 2.95-acres currently with an existing office building.

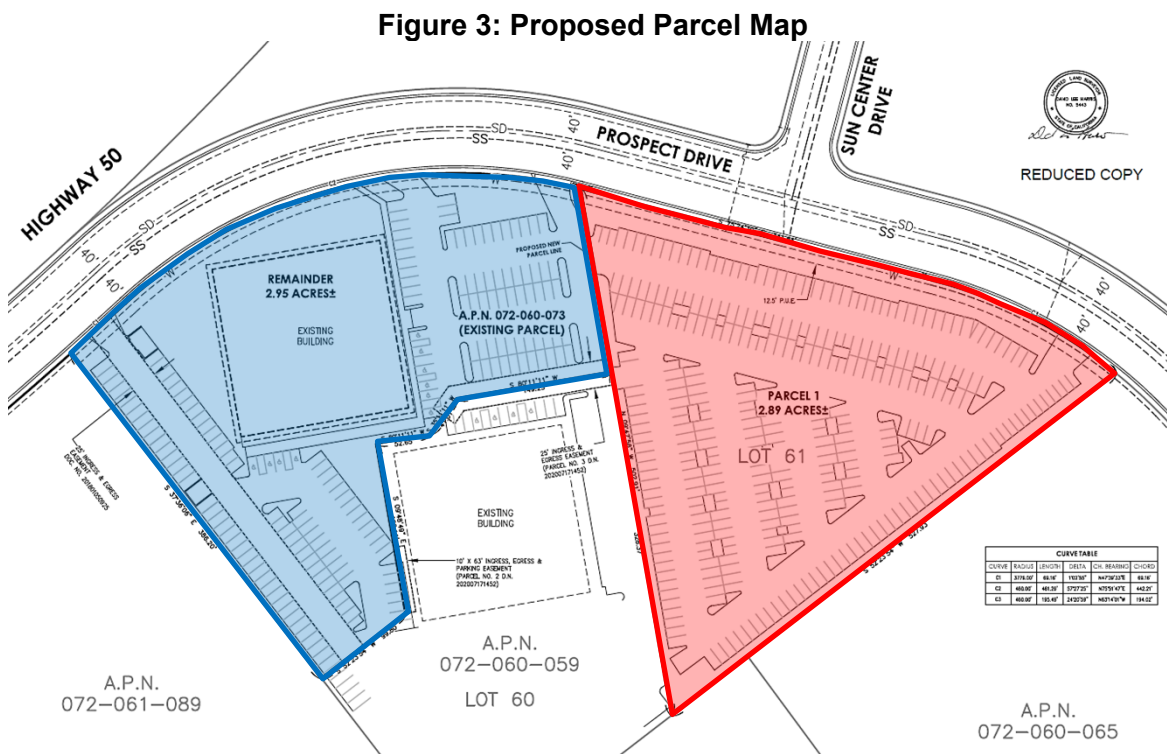


Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
2926 Prospect Park Drive (Project Site)	California Northstate University / Parking Lot	Office Mixed use (OMU)	Office Professional Mixed Use (OPMU)
North	Office Building / Highway 50	Office Mixed Use (OMU)	Office Professional Mixed Use (OPMU)
East	Office Building	Office Mixed Use (OMU)	Office Industrial Mixed Use (OIMU)
South	Office Building	Office Mixed Use (OMU)	Office Professional Mixed Use (OPMU)
West	Office Building	Office Mixed Use (OMU)	Office Professional Mixed Use (OPMU)

REQUIRED PERMITS AND REGULATORY BASIS

According to the Subdivision Map Act and Municipal Code, a parcel may be subdivided into multiple separate lots with a Subdivision Map, guided by the following provisions:

1. Subdivision Map Act
2. RCMC Title 22, Land Development, provides the local authority under the Subdivision Map Act to subdivide land.
3. RCMC Title 23, Zoning Code
4. General Plan

ANALYSIS

The applicant is requesting approval of a Parcel Map to divide a developed 5.84-acre parcel into 2 separate parcels. No physical improvements or changes in use are proposed at this time.

General Plan: The project site is located within the Office Mixed Use (OMU) designation of the General Plan. This designation encourages the integration of commercial and/or residential uses in conjunction with office use of a site. The property will continue to be consistent with the OMU designation with the primary use of the parcel would be the existing school and with the future development of student dormitories as an accessory use, as allowed by Table 23.313-1 of the Rancho Cordova Municipal Code (RCMC).

Zoning Code: The project site is zoned Office Professional Mixed Use (OPMU). This zoning designation is intended for larger office buildings with supporting retail and service uses. The predominant use is office, but commercial, service, and residential uses may be integrated into office buildings or located horizontally in freestanding buildings. This parcel split will place the existing California Northstate University building on its own parcel and separate the existing parking lot. No physical improvements are included within this parcel split however the parking lot area is anticipated to become student dormitories in the future. As previously mentioned, dormitories are allowed as an accessory use and the university use with the accessory dormitories would be consistent with the intentions of the zone.

Title 22 - Land Development: Title 22 of the City of Rancho Cordova Municipal Code regulates land division and is intended to supplement and implement the Subdivision Map Act. The proposed project, as conditioned, is consistent with requirements and procedures of a parcel map application.

Section 66474 of the California Subdivision Map Act requires a City to deny approval of a parcel map, if it makes any of the findings specified below. In the case of the proposed parcel map, none of the findings were made. The following evidence supports the map request:

1. *Finding: That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.*

Evidence: The proposed project is consistent with the City of Rancho Cordova General Plan. This project site is located within the General Plan's OMU designation which encourages the integration of office uses and residential uses. The map would separate the existing university building from the existing parking lot to allow for future development of student dormitories. The site is not located within any specific plans and no physical improvements are proposed with the current entitlement.

2. *Finding: That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.*

Evidence: The proposed Tentative Parcel Map design is consistent with the existing development standards of the General Plan designation of OMU and zoning development standards of a OPMU zone. No improvements are proposed within this application.

3. *Finding: That the site is not physically suitable for the type of development.*

Evidence: The site is physically suitable to subdivide. The existing parcel is proposed to split into two separate parcels. The parcel with the existing university building will continue to meet the minimum required setbacks and development standards for an OPMU zone. The parcel will continue to have adequate access to utilities and to the public right of way and parking through the required reciprocal access and parking note conditioned to be placed on the final map.

4. *Finding: That the site is not physically suitable for the proposed density of development.*

Evidence: The proposed project is only for the split of the existing parcel and no improvements are proposed as part of this Tentative Parcel Map. The split is for the future development of student dormitories on the parking lot parcel which were reviewed as part of a separate entitlement.

5. *Finding: That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

Evidence: The proposed project is surrounded by developed land and does not involve any physical improvements or changes in use at this time. The site already partially developed and has an existing office building and parking lot on-site. The proposed project is exempt from environmental review pursuant to section 15315 (Minor Land Division) of the California Environmental Quality Act (CEQA).

6. *Finding: That the design of the subdivision or the type of improvements is likely to cause serious public health problems.*

Evidence: The proposed Tentative Parcel Map does not include any physical change and is already developed with an existing office building and parking lot. No public health problems will result from approval of the parcel map.

7. *Finding: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.*

Evidence: The design of the subdivision will not create conflict with any existing easements or use of the property. The design proposes to maintain all existing Public Utility Easements as well as any required access easements to ensure the properties have adequate access to the public right-of-way and between the existing university and future dormitory development.

FISCAL IMPACT

Staff anticipates that this project will result in additional revenues created from the property taxes collected for each new parcel.

ENVIRONMENTAL

The Tentative Parcel Map associated with the California Northstate University would be exempt from CEQA review under CEQA State Guidelines Section 15315. This exempts from CEQA projects that involve the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent. The California Northstate University Tentative Parcel Map involves dividing an existing 5.84-acre parcel into two separate parcels of Parcel 1 (2.89 acres) and Parcel 2 (2.95 acres). As this Tentative Parcel Map divides property located in an existing urban area into two parcels, is in conformance with the General Plan and zoning, requires no variances or exceptions, has available all services and access to the proposed parcels to local standards, and the parcel has not been involved in a division of a larger parcel within the previous 2 years, it is exempt from CEQA review. The project is exempt and no environmental document pursuant to CEQA is required.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) per section 15315 “Minor Land Division” and adopt the Resolution approving the Tentative Parcel Map for 2926 Prospect Park Drive (APN: 072-0600-073-0000), Project No. PLND-0921-0004, subject to the findings, Tentative Parcel Map (Attachment 2) and Conditions of Approval (Attachment 3).”

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution – Tentative Parcel Map
3. Exhibit B to the Resolution – Conditions of Approval
4. 500’ Radius Map and Labels.

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE 2926 PROSPECT PARK DRIVE TENTATIVE PARCEL MAP, PROJECT NO. PLND – 0921-0004

WHEREAS, Cindy Zheng, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a tentative parcel map for 2926 Prospect Park Drive (Assessor's Parcel Number: 072-0600-073-0000); and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes that the Council approve the 2926 Prospect Park Drive Tentative Parcel Map (attached hereto as Exhibit A), subject to the following findings and attached Conditions of Approval (attached hereto as Exhibit B):

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Exempt under Section 15315, Minor Land Division, as supported by the following:

The Tentative Parcel Map associated with the California Northstate University would be exempt from CEQA review under CEQA State Guidelines Section 15315. This exempts from CEQA projects that involve the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent. The California Northstate University Tentative Parcel Map involves dividing an existing 5.84-acre parcel into two separate parcels of Parcel 1 (2.89 acres) and Parcel 2 (2.95 acres). As this Tentative Parcel Map divides property located in an existing urban area into two parcels, is in conformance with the General Plan and zoning, requires no variances or exceptions, has available all services and access to the proposed parcels to local standards, and the parcel has not been involved in a division of a larger parcel within the previous 2 years, it is exempt from CEQA review. The project is exempt and no environmental document pursuant to CEQA is required.

- B. Section 66474 of the California Subdivision Map Act requires a City to deny approval of a parcel map, if any of the findings are found. In the case of the proposed map, none of the findings exist. The following evidence supports the map request:

1. Finding: *That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.*

Evidence: The proposed project is consistent with the City of Rancho Cordova General Plan. This project site is located within the General Plan's OMU designation which encourages the integration of office uses and residential uses. The map would separate the existing university building from the existing parking lot to allow for future development of student dormitories. The site is not located within any specific plans and no physical improvements are proposed with the current entitlement.

2. *Finding: That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.*

Evidence: The proposed Tentative Parcel Map design is consistent with the existing development standards of the General Plan designation of OMU and zoning development standards of a OPMU zone. No improvements are proposed within this application.

3. *Finding: That the site is not physically suitable for the type of development.*

Evidence: The site is physically suitable to subdivide. The existing parcel is proposed to split into two separate parcels. The parcel with the existing university building will continue to meet the minimum required setbacks and development standards for an OPMU zone. The parcel will continue to have adequate access to utilities and to the public right of way and parking through the required reciprocal access and parking note conditioned to be placed on the final map.

4. *Finding: That the site is not physically suitable for the proposed density of development.*

Evidence: The proposed project is only for the split of the existing parcel and no improvements are proposed as part of this Tentative Parcel Map. The split is for the future development of student dormitories on the parking lot parcel which were reviewed as part of a separate entitlement.

5. *Finding: That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

Evidence: The proposed project is surrounded by developed land and does not involve any physical improvements or changes in use at this time. The site already partially developed and has an existing office building and parking lot on-site. The proposed project is exempt from environmental review pursuant to section 15315 (Minor Land Division) of the California Environmental Quality Act (CEQA).

6. *Finding: That the design of the subdivision or the type of improvements is likely to cause serious public health problems.*

Evidence: The proposed Tentative Parcel Map does not include any physical change and is already developed with an existing office building and parking lot. No public health problems will result from approval of the parcel map.

ITEM 10.3.

ATTACHMENT 1

7. *Finding: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.*

Evidence: The design of the subdivision will not create conflict with any existing easements or use of the property. The design proposes to maintain all existing Public Utility Easements as well as any required access easements to ensure the properties have adequate access to the public right-of-way and between the existing university and future dormitory development.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

REVISIONS	BY

TENTATIVE PARCEL MAP FOR
WEST TARON HOLDINGS, LLC.
BEING A DIVISION OF LOT 61 AND A PORTION OF LOT 60 OF PROSPECT BUSINESS PARK RECORDED IN BOOK 63 OF PARCEL MAPS, PAGE 1 RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA

COVER SHEET
EXISTING CONDITIONS

ASPEN SURVEY COMPANY, INC.
1121 OAKDALE RD., STE. 6 MODESTO, CA 95355
PH: (209) 526-9724 FX: (209) 526-0472
davidh.aspen@sbcglobal.net

DATE	Sept. 02, 2021
SCALE	1" = 50'
DRAWN	DLH
JOB	21-034
SHEET	1



VICINITY MAP
(NOT TO SCALE)

SITE ADDRESS :
2810 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA. 95670

CURRENT PROPERTY OWNER :
WEST TARON HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY
9700 WEST TARON DRIVE,
ELKGROVE, CA. 95757

PROPOSED PURCHASER :
ONU STUDENT HOUSING FUND LP
30 CRYSTAL SPRINGS TERRACE,
HILLSBOROUGH, CA. 94010

FLOOD INFORMATION :
ZONE X AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
MAP NUMBERS 0008700207H & 0008700208H EFFECTIVE 8-10-2012

ZONING & GENERAL PLAN :
ZONE: OMPU GENERAL PLAN: OFFICE MIXED USE
PROPOSED PARCEL AREAS:

PARCEL 1 : 2.89 ACRES
REMAINDER PARCEL 2.95 ACRES

EXISTING BUILDING AREA:
25,600 S.F. GROUND SURFACE

SETBACKS: RCZC 23.313-2

FRONT: 10 FEET
SIDE STREETS: 10 FEET
INTERIOR: 0 FEET
BUILDING HEIGHT: 65 FEET

PARKING :
PARKING STALLS PARCEL 1;
137 REGULAR STALLS
0 HANDICAP ACCESS STALLS
PARKING STALLS REMAINDER:
170 REGULAR STALLS
14 HANDICAP ACCESS STALLS

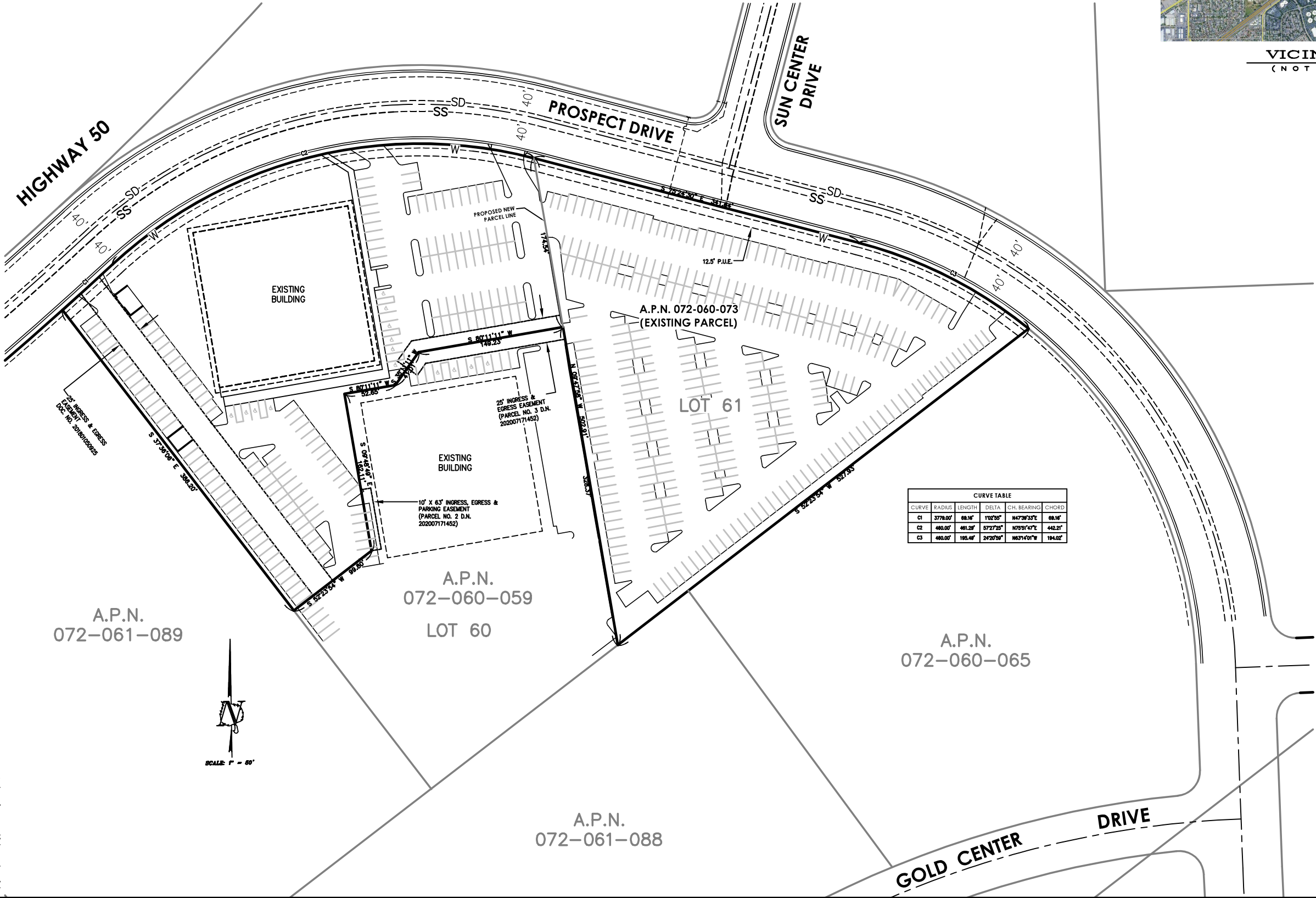
UTILITIES :
SANITARY SEWER: SACRAMENTO AREA SEWER DISTRICT
DOMESTIC WATER: GOLDEN STATE WATER COMPANY
STORM DRAIN: RANCHO CORDOVA STORMWATER PROGRAM
POWER COMPANY: SACRAMENTO MUNICIPAL UTILITY DISTRICT (SMUD)
GAS: PACIFIC GAS AND ELECTRIC
COMMUNICATIONS: AT&T (OR OTHER WIRELESS)
TELEPHONE: AT&T OR OTHER PROVIDER
IRRIGATION: NOT APPLICABLE
GARBAGE: UNKNOWN



REDUCED COPY

PROJECT DESCRIPTION:
TO DIVIDE PARCEL 61 FROM A PORTION OF PARCEL 60 AS SAID LOTS AS WERE SHOWN ON THAT CERTAIN PARCEL MAP FILED JANUARY 15, 1981, IN BOOK 63 OF PARCEL MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS. REFER TO LOT MERGER FILED JULY 17, 2020 AS DOCUMENT NUMBER 202007171452, SACRAMENTO COUNTY RECORDS.

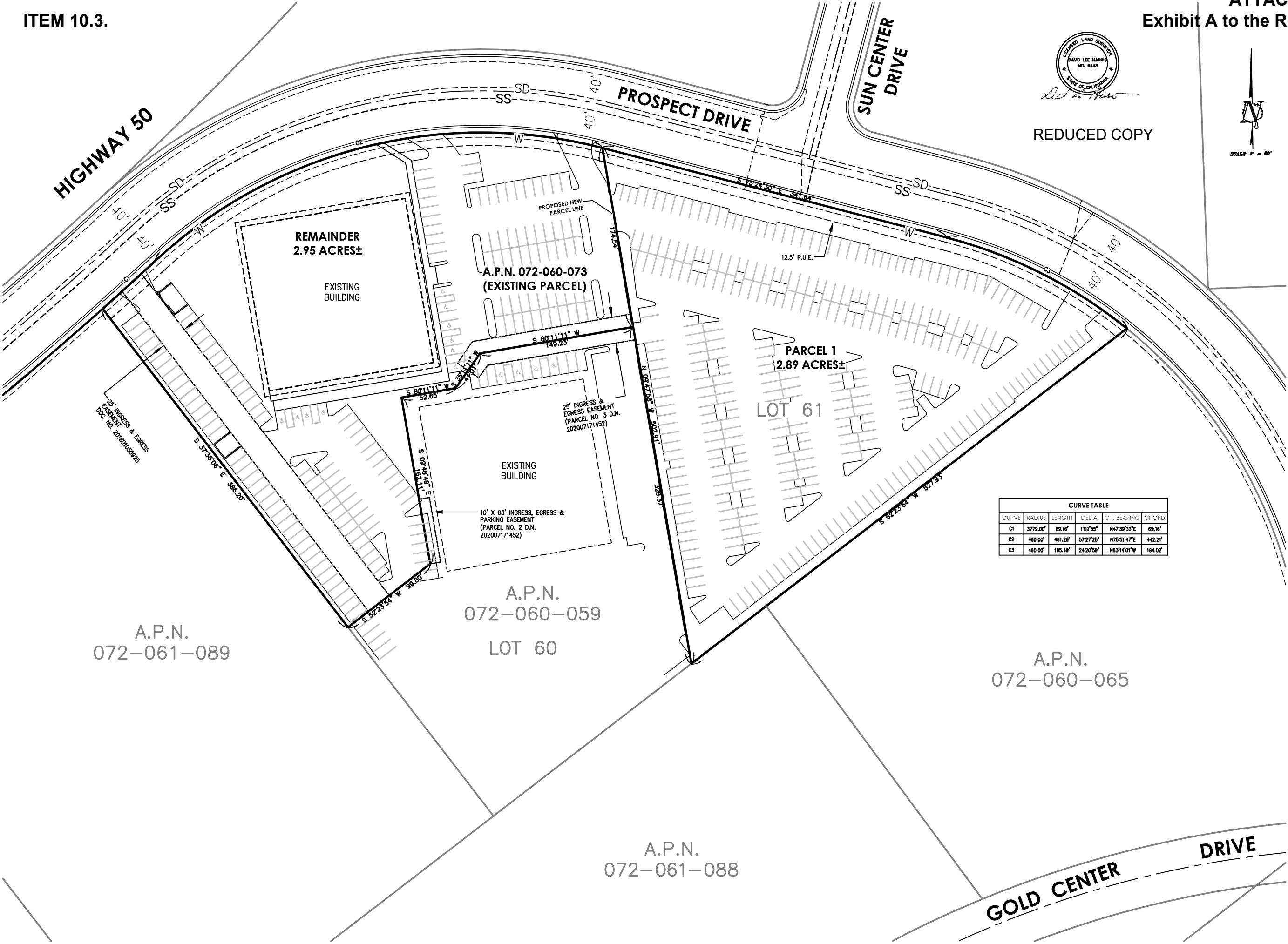
SHEET INDEX
SHEET 1: COVER SHEET AND EXISTING CONDITIONS
SHEET 2: PROPOSED LAYOUT FOR PARCEL DIVISION



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BEARING	CHORD
C1	3778.00'	88.16'	102°35'	N47°38'33"E	88.16'
C2	480.00'	481.20'	57°27'25"	N79°51'47"E	442.21'
C3	480.00'	195.40'	24°20'50"	N63°14'01"W	194.02'



REDUCED COPY



CURVETABLE					
CURVE	RADIUS	LENGTH	DELTA	CH. BEARING	CHORD
C1	3779.00'	69.16'	1°02'55"	N47°38'33"E	69.16'
C2	460.00'	461.28'	57°27'25"	N75°51'47"E	442.21'
C3	460.00'	195.49'	24°20'59"	N63°14'01"W	194.02'

TENTATIVE PARCEL MAP
FOR
WEST TARON HOLDINGS, LLC.
BEING A DIVISION OF LOT 61 AND A PORTION OF LOT 60 OF PROSPECT
BUSINESS PARK RECORDED IN BOOK 63 OF PARCEL MAPS, PAGE 1
RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA

PROPOSED LAYOUT

ASPEN SURVEY
COMPANY, INC.
1121 OAKDALE RD., STE. 6 MODESTO, CA 95355
PH: (209) 526-9724 FX: (209) 526-0472
davidh.aspen@sbcglobal.net

DATE Sept 02, 2021
SCALE 1" = 50'
DRAWN DLH
JOB 21-034
SHEET

2

ITEM 10.3.
FINAL - Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
General Conditions					
1.	The approved entitlement is for a Tentative Parcel Map, to subdivide a parcel (APN 072-0600-073-0000) into three (2) parcels, as described in the City Council staff report dated November 1, 2021 and Tentative Parcel Map (<u>Exhibit A</u>) with the conditions herein, for project number PLND-0921-0004.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision-making body.	General	On-Going	Planning/ Building /Public Works	
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Finance	
5.	The existing buildings are currently connected to public sewer. Any required construction and/or modification to the public sewer system must be to the satisfaction of SASD prior to the approval of improvement plans. SASD Design Standards and Specifications	Sewer Connections	On-Going	Sacramento Area Sewer District	

ITEM 10.3.
FINAL - Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	apply to the onsite and offsite public sewer construction.				
6.	SASD Design Standards and Specifications require minimum 6-inch lower laterals for commercial and industrial buildings.	Design	On-Going	Sacramento Area Sewer District	
7.	Applicant shall be responsible for all damage to City streets associated and shall repair any damage as soon as possible.	Infrastructure	On-Going	Public Works	
8.	The Tentative Parcel Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of a Development Agreement.	Expiration	Three years, Commencing with the Date of Approval.	Planning/ Public Works	
9.	SMUD has existing underground 12kV facilities along PROJECT SITE that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No.128 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation.	Existing Facilities	On-Going	SMUD	
10.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	Relocation or Removal of Facilities	On-Going	SMUD	
11.	SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs. SMUD has an existing easement on the subject parcel Book 11, Page 18. The applicant shall plot the easement onto the parcel map.	SMUD Easements	On-Going	SMUD	
Prior to Recordation of the Final Map					
12.	A note shall be placed on the final map stating that "Reciprocal access and parking between parcels shown hereon shall be granted/reserved prior to the sale and/or reconveyance of said	Reciprocal Access and Parking	Prior to recordation of subdivision or	Public Works	

ITEM 10.3.
FINAL - Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	parcels.		parcel map		
13.	The Applicant shall dedicate a 12.5-foot public utility easement for overhead and/or underground facilities and appurtenance adjacent to all public street rights-of-ways.	Utility Easement	Prior to Recordation of Final Map	SMUD	
14.	The Applicant shall dedicate any private drive, ingress and egress easement, (and 10-feet adjacent thereto) as a public utility easement for (overhead and underground facilities and appurtenances. All access roads shall meet minimum SMUD requirements for access roads.	Ingress and Egress Easements	Prior to Recordation of Final Map	SMUD	
15.	Provide Fire Access Agreement between all parcels connected to and served by fire access. Fire access Agreement shall be recorded with the Public Records Office having jurisdiction.	Fire Access Agreement	Prior to Recordation of the Final Map	Sacramento Metro Fire	
16.	Provide Fire Access Roadway Maintenance Agreement (RMA) between all parcels connected to and served by the fire access roadway. The Fire Access Roadway Maintenance Agreement shall be recorded with the Public Records Office having jurisdiction. The roadway maintenance agreement shall include the following: a) Provisions for the necessary repair and maintenance of the roadway surface. b) Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13'-6") or width of twenty feet (20'). c) Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping. d) Provisions for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems.	Fire Access Roadway Maintenance Agreement	Prior to Recordation of Final Map	Sacramento Metro Fire	
17.	The legal description of the newly created parcels must include dedication of a private sewer easement. A note must be placed upon the plans stating, "A private sewer easement for the instillation and or maintenance of a private sanitary line across any of the parcels to serve another parcel shall be dedicated upon the close of	Private Sewer Easement Dedication	Prior to Recordation of Final Map	Sacramento Area Sewer District	

ITEM 10.3.
FINAL - Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	escrow.”				
Prior to Approval of Improvement Plans					
18.	SASD requires each building on each lot with a sewage source to have a separate connection to SASD’s sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel must have a separate connection to a private onsite sewer line or a separate connection to the SASD public sewer line. These improvements must be shown on the plans.	Sewer Connections	Prior to Approval of Improvement Plans	Sacramento Area Sewer District	
19.	Number, size, and location of driveways are subject to approval by the Public Works Department	Driveways	Prior to Approval of Improvement Plans	Public Works	
20.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Photo-Documentation	Prior to Approval of Improvement Plans	Public Works	
21.	Enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department.	Frontage Agreement and Bond	Prior to Approval of Improvement Plans	Public Works	
22.	A final landscape plan shall be submitted in conjunction with improvement plan and or building permit submittal and approved by the planning and public works departments prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and include the following items per RCMC 22.180.060: • Planting plan to scale that indicate slope • Irrigation Plan • Soils Test	Landscape Plan	Prior to Approval of Improvement Plans	Public Works	

ITEM 10.3.
FINAL - Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	- Water Use Calculations - Irrigation Schedule - Permeability test for LID facilities' locations - Soil media specifications (LID features)				
23.	Stormwater Quality- Post Construction The improvement plans shall incorporate all applicable post construction stormwater quality measures; including source control, treatment control, low impact development, and full capture trash control measures into the site improvement plans in conformance with the most recent version of the <i>Stormwater Quality Design Manual for the Sacramento Region</i>. The applicant shall prepare and submit a Post-Construction Stormwater Quality Control Plan that includes details and sizing calculations of all the proposed post construction stormwater quality measures. In addition, a maintenance covenant is required for ALL proposed post construction stormwater quality measures, as detailed in Appendix B of the <i>Stormwater Quality Design Manual for the Sacramento Region</i>.	Stormwater Quality	Prior to Approval of Improvement Plans	Public Works	
24.	Stormwater Quality– During Construction: SWPPP- the applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to be executed through all phases of grading and project construction. These measures shall be consistent with the City's Improvement Standards and Land Grading and Erosion Control Ordinance. General Construction Permit – The project applicant shall file a Notice of Intent (NOI) to obtain coverage under the Statewide Construction Stormwater General Permit (Construction General Permit). Applicants shall comply with the terms of the Construction General Permit, the City of Rancho Cordova Municipal Code, and the City's NPDES Permit Requirements.	Stormwater Quality	Prior to Approval of Improvement Plans	Public Works	

ITEM 10.3.
FINAL - Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
25.	All new structures shall be protected from the 100-year (1 percent) flood event. Certified pad elevations (certified by a registered Civil Engineer or licensed Land Surveyor) shall be set at least one and two tenths foot (1.2') above all sources of 100-year flooding (see Section 9-1 of improvement standards). The overland release path must be shown on the plans and the hydraulic computation must be provided to estimate the flow depths along the overland release paths. The calculations must be in conformance with Section 9-15 Improvement Standards.	Flood Protection	Prior to Approval of Improvement Plans	Public Works	
26.	There are 49 protected onsite trees ranging from 12 inches to 45 inches diameter at standard height proposed for removal totaling 1013 inches. Trees shall be replaced or mitigated per Rancho Cordova Municipal Code 19.12.120. Tree replacement is one inch per one inch ratio. In-lieu payment is \$165 per inch.	Tree Protection	Prior to Approval of Improvement Plans	Public Works	
27.	The Stormwater Pollution Prevention Plan in place for the site shall include a contingency plan for the implementation of a process to remove fine clay sediments prior to discharge to The City of Rancho Cordova's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the City of Rancho Cordova. A polymer treatment system or comparable process shall be designed in the erosion and sediment control plan of the improvement plans. This system shall be implemented by qualified professionals with training and proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters.	Stormwater Pollution Prevention Plan	Prior to Approval of Improvement Plans	Public Works	
28.	Provide a permanent concrete stamp, or other permanently applied message to the satisfaction of the City not including paint, which reads "No Dumping-Flows to Creek" or other approved message at each storm drain inlet.	Concrete Stamp	Prior to Approval of Improvement Plans	Public Works	
29.	Structural setbacks less than 14-feet shall require the Applicant to conduct a pre-engineering meeting with all utilities to ensure property clearances are maintained.	Structural Setbacks	Prior to Approval of Improvement Plans	SMUD	

ITEM 10.3.
FINAL - Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
30.	Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property.	Dedicated Smud Easement	Prior to Approval of Improvement Plans	SMUD	
31.	In the event the City requires an Irrevocable Offer of Dedication (IOD) for future roadway improvements, the Applicant shall dedicate a 12.5 foot public utility easement (PUE) for overhead and/or underground facilities and appurtenances adjacent to the City's IOD.	Easements	Prior to Approval of Improvement Plans.	SMUD	
32.	The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, service conductors). https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-construction-services	SMUD siting requirements	Prior to Approval of Improvement Plans	SMUD	
Prior to Issuance of Building Permit					
33.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements • Civil plan shall include an ADA access plan • Driveways and sidewalk shall be constructed per Sacramento County Improvement Standards • Utility laterals • Replacement of damaged sidewalk and curb and gutter along property frontage to the satisfaction of The Public Works Department. Sidewalk panels shall be replaced to the nearest joint • Public improvement plans shall clearly delineate all transitions to existing improvements • All improvements to be designed and constructed to the satisfaction of the Public Works Department. • Complete installation of to satisfaction of the City prior to occupancy	Improvement Plans	Prior to Issuance of Building Permits	Public Works	

ITEM 10.3.
FINAL - Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
34.	Property Owner/Applicant shall participate in the provision of funding to provide transit-related services by voting to approve a special tax. The tax shall be the annual amount (with appropriate annual inflation adjustment) as established at the time of voting by the City Council. The election to provide for the tax shall be completed prior to the issuance of building permits. The property owner shall be responsible for paying all costs associated with holding the election. The tax shall be due at the time specified in the ordinance imposing the tax. In addition, the Owner of the property shall hold a deed assessment in the form of Conditions, Covenants & Restrictions against the property, or other form as shall be approved by the City, which assessment will take effect in the event the special tax described in this Condition of Approval is reduced or repealed. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 1-2 month lead time to satisfy this condition.	Funding	Prior to the Issuance of any Building Permit	Public Works	
35.	The Landowner shall support the annexation of the Project into the Police Services CFD and cover Landowner's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Property. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year Police Special Tax shall be \$450.00 annually per residential dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2012, the Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.	Annexation	Prior to the Issuance of any Building Permit	Finance	

ITEM 10.3.
FINAL - Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
36.	The owner must contact Permit Services Unit at permitservices@sacsewer.com or by phone at (916) 876-6100 to determine if sewer impact fees are due. Fees are to be paid prior to issuance of building permits.	Sewer Impact Fees	Prior to Issuance of Building Permit	SASD	
37.	The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.).	Building Locations	Prior to Issuance of Building Permit	SMUD	
38.	The Applicant shall provide separate SMUD service points to each parcel to the satisfaction of SMUD.	Service Points	Prior to Issuance of Building Permit	SMUD	
39.	The Applicant shall dedicate and provide all-weather vehicular access for service vehicles that are up to 26,000 pounds. At a minimum: (a) the drivable surface shall be 20-feet wide; and (b) all SMUD underground equipment and appurtenances shall be within 15-feet from the drivable surface.	Vehicular Access	Prior to Issuance of Building Permit	SMUD	
Prior to Final Inspection					
40.	Upon completion of the installation of the landscaping, the designer shall certify that the landscape complies with all city water conserving landscape requirements. Certification shall be accomplished by completion of a certificate of compliance on a form approved by the director of the city public works department. Failure to submit a complete and accurate certificate of compliance will delay final approval of the project and/or discontinue water service per RCMC 22.180.090. Upon receipt of the certificate of compliance and site inspection from City staff, the landscaping performance bond will be released.	Landscape Certification	Prior to Final Building Inspection	Public Works	
41.	Install improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Improvements	Prior to Final Building Inspection of the first unit	Public Works	

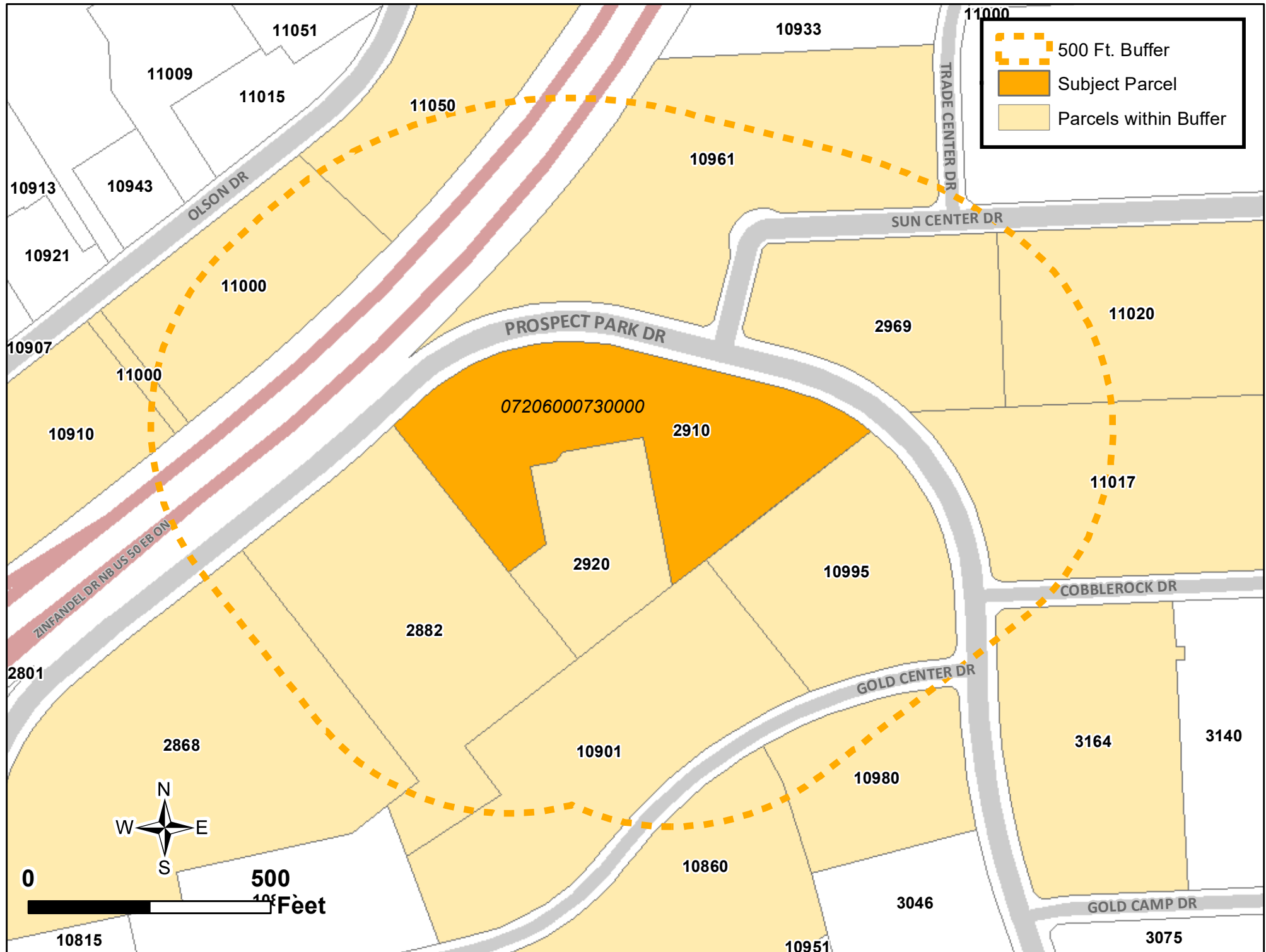
ITEM 10.3.
FINAL - Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
42.	Record drawings of grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.	Recordation	Prior to Final Building Inspection	Public Works	

ADVISORY

- FIRE – Gates shall be installed in accordance with The County Emergency Access Gates and Barriers Standard. Plan submittal is required prior to installation.



ITEM 10.3.

RC ASSET BB LLC
1060 S 3RD ST 185
SAN JOSE CA 95112

OCCUPANT
10860 GOLD CENTER DR # 110
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 150
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 225
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 300
RANCHO CORDOVA CA 95670

OCCUPANT
10901 GOLD CENTER DR
RANCHO CORDOVA CA 95670

OCCUPANT
10901 GOLD CENTER DR STE 240
RANCHO CORDOVA CA 95670

OCCUPANT
10910 OLSON DR
RANCHO CORDOVA CA 95670

OCCUPANT
10910 OLSON DR # 140
RANCHO CORDOVA CA 95670

OCCUPANT
10961 SUN CENTER DR
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 265
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 130
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 180
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 255
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 350
RANCHO CORDOVA CA 95670

OCCUPANT
10901 GOLD CENTER DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
10901 GOLD CENTER DR STE 250
RANCHO CORDOVA CA 95670

OCCUPANT
10910 OLSON DR # 120
RANCHO CORDOVA CA 95670

OCCUPANT
10910 OLSON DR # 150
RANCHO CORDOVA CA 95670

OCCUPANT
10980 GOLD CENTER DR
RANCHO CORDOVA CA 95670

ATTACHMENT 4

OCCUPANT
10860 GOLD CENTER DR # 100
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 145
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 200
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 275
RANCHO CORDOVA CA 95670

OCCUPANT
10860 GOLD CENTER DR # 400
RANCHO CORDOVA CA 95670

OCCUPANT
10901 GOLD CENTER DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
10901 GOLD CENTER DR STE 400
RANCHO CORDOVA CA 95670

OCCUPANT
10910 OLSON DR # 130
RANCHO CORDOVA CA 95670

OCCUPANT
10910 OLSON DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
10995 GOLD CENTER DR
RANCHO CORDOVA CA 95670

ITEM 10.3.

OCCUPANT
10995 GOLD CENTER DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
10995 GOLD CENTER DR STE 120
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR STE 103
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR STE 210
RANCHO CORDOVA CA 95670

OCCUPANT
11017 COBBLEROCK DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
11020 SUN CENTER DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
11050 OLSON DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
11050 OLSON DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
10995 GOLD CENTER DR STE 110
RANCHO CORDOVA CA 95670

OCCUPANT
10995 GOLD CENTER DR STE 150
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR STE 105
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR STE 201
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR STE 225
RANCHO CORDOVA CA 95670

OCCUPANT
11017 COBBLEROCK DR STE 150
RANCHO CORDOVA CA 95670

OCCUPANT
11020 SUN CENTER DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
11050 OLSON DR STE 102
RANCHO CORDOVA CA 95670

OCCUPANT
11050 OLSON DR STE 210
RANCHO CORDOVA CA 95670

ATTACHMENT 4

OCCUPANT
10995 GOLD CENTER DR STE 115
RANCHO CORDOVA CA 95670

OCCUPANT
10995 GOLD CENTER DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR STE 101
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR STE 125
RANCHO CORDOVA CA 95670

OCCUPANT
11000 OLSON DR STE 202
RANCHO CORDOVA CA 95670

OCCUPANT
11017 COBBLEROCK DR
RANCHO CORDOVA CA 95670

OCCUPANT
11020 SUN CENTER DR
RANCHO CORDOVA CA 95670

OCCUPANT
11050 OLSON DR
RANCHO CORDOVA CA 95670

OCCUPANT
11050 OLSON DR STE 110
RANCHO CORDOVA CA 95670

OCCUPANT
11050 OLSON DR STE 220
RANCHO CORDOVA CA 95670

ITEM 10.3.

EDGECONNEX SACRAMENTO
HOLDINGS LLC
2201 COOPERATIVE WAY STE 400
HERNDON VA 20171

OCCUPANT
2868 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 125
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 150
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 230
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 400
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 650
RANCHO CORDOVA CA 95670

OCCUPANT
2882 PROSPECT PARK DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
2882 PROSPECT PARK DR STE 150
RANCHO CORDOVA CA 95670

OCCUPANT
2882 PROSPECT PARK DR STE 250
RANCHO CORDOVA CA 95670

SUN CENTER GPRV PARTNERS 21 LLC
2323 S BASCOM AVE STE 100
CAMPBELL CA 95008

OCCUPANT
2868 PROSPECT PARK DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 130
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 300
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 500
RANCHO CORDOVA CA 95670

PROSPECT PARK DRIVE LLC
2882 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

OCCUPANT
2882 PROSPECT PARK DR STE 102
RANCHO CORDOVA CA 95670

OCCUPANT
2882 PROSPECT PARK DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
2882 PROSPECT PARK DR STE 300
RANCHO CORDOVA CA 95670

ATTACHMENT 4

GPT PROPERTIES TRUST
255 WASHINGTON ST
NEWTON MA 2458

OCCUPANT
2868 PROSPECT PARK DR STE 120
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 145
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 210
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 320
RANCHO CORDOVA CA 95670

OCCUPANT
2868 PROSPECT PARK DR STE 600
RANCHO CORDOVA CA 95670

NOME INVESTMENTS LLC
2882 PROSPECT PARK DR STE 250
RANCHO CORDOVA CA 95670

OCCUPANT
2882 PROSPECT PARK DR STE 130
RANCHO CORDOVA CA 95670

OCCUPANT
2882 PROSPECT PARK DR STE 240
RANCHO CORDOVA CA 95670

OCCUPANT
2882 PROSPECT PARK DR STE 350
RANCHO CORDOVA CA 95670

ITEM 10.3.

OCCUPANT
2882 PROSPECT PARK DR STE 400
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 101
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 110
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 202
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 215
RANCHO CORDOVA CA 95670

DIMENSION PROPS LLC
2930 RAMONA AVE STE 600
SACRAMENTO CA 95826

OCCUPANT
2969 PROSPECT PARK DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
2995 PROSPECT PARK DR STE 100
RANCHO CORDOVA CA 95670

OCCUPANT
3035 PROSPECT PARK DR # 110
RANCHO CORDOVA CA 95670

OCCUPANT
3035 PROSPECT PARK DR # 160
RANCHO CORDOVA CA 95670

OCCUPANT
2910 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 102
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 111
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 205
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 218
RANCHO CORDOVA CA 95670

MAIN STONE CORPORATION
2930 WHITEGATE DR
MERCED CA 95340

OCCUPANT
2969 PROSPECT PARK DR STE 150
RANCHO CORDOVA CA 95670

OCCUPANT
2995 PROSPECT PARK DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
3035 PROSPECT PARK DR # 120
RANCHO CORDOVA CA 95670

OCCUPANT
3035 PROSPECT PARK DR # 180
RANCHO CORDOVA CA 95670

ATTACHMENT 4

OCCUPANT
2920 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 104
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
2920 PROSPECT PARK DR STE 210
RANCHO CORDOVA CA 95670

OCCUPANT
2926 PROSPECT PARK DR
GOLD RIVER CA 95670

OCCUPANT
2969 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

OCCUPANT
2969 PROSPECT PARK DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
3035 PROSPECT PARK DR # 100
RANCHO CORDOVA CA 95670

OCCUPANT
3035 PROSPECT PARK DR # 150
RANCHO CORDOVA CA 95670

OCCUPANT
3035 PROSPECT PARK DR # 190
RANCHO CORDOVA CA 95670

ITEM 10.3.

OCCUPANT
3035 PROSPECT PARK DR # 40
RANCHO CORDOVA CA 95670

OCCUPANT
3035 PROSPECT PARK DR # 90
RANCHO CORDOVA CA 95670

RAINTREE REALTY II LLC
316 CALIFORNIA AVE 350
RENO NV 89509

OCCUPANT
3164 GOLD CAMP DR STE 220
RANCHO CORDOVA CA 95670

OCCUPANT
3164 GOLD CAMP DR STE 250
RANCHO CORDOVA CA 95670

OCCUPANT
3035 PROSPECT PARK DR # 50
RANCHO CORDOVA CA 95670

PROSPECT INVESTMENT PARTNERS L P
3140 GOLD CAMP DR 150
RANCHO CORDOVA CA 95670

OCCUPANT
3164 GOLD CAMP DR
RANCHO CORDOVA CA 95670

OCCUPANT
3164 GOLD CAMP DR STE 230
RANCHO CORDOVA CA 95670

GARDENVIEW ESTATES VENTURE L P
9500 SW BARBUR BLVD 300
PORTLAND OR 97219

ATTACHMENT 4

OCCUPANT
3035 PROSPECT PARK DR # 60
RANCHO CORDOVA CA 95670

GOLDENBERG ROISEN FAMILY L P
3140 GOLD CAMP DR STE 150
RANCHO CORDOVA CA 95670

OCCUPANT
3164 GOLD CAMP DR STE 200
RANCHO CORDOVA CA 95670

OCCUPANT
3164 GOLD CAMP DR STE 240
RANCHO CORDOVA CA 95670

WEST TARON HOLDINGS LLC
9700 W TARON DR
ELK GROVE CA 95757

ITEM 10.3.

ATTACHMENT 4

SACRAMENTO SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO COUNTY WATER
AGENCY
10151 FLORIN ROAD
SACRAMENTO CA 95829

PG&E
2730 GATEWAY OAKS DRIVE
SACRAMENTO CA 95833

PG&E
343 SACRAMENTO STREET
AUBURN CA 95603

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B404
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE
10545 ARMSTRONG AVE STE 310
MATHER CA 95655

FOLSOM CORDOVA UNIFIED SCHOOL
DISTRICT
1965 BIRKMNT DRIVE
RANCHO CORDOVA CA 95742

GOLDEN STATE WATER
3005 GOLD CANAL DRIVE
RANCHO CORDOVA CA 95670

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

MEMORANDUM



ITEM 12.1.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

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

**SUBJECT: IMPLEMENTATION ALTERNATIVES FOR RESIDENTIAL ORGANIC WASTE
COLLECTION PROGRAM**

RECOMMENDATION

Receive presentation and provide direction to staff.

RESULT OF RECOMMENDED ACTION

City Council direction will allow staff to prepare contract amendment no. 56-2017-1 with Allied Waste Services of North America (dba Republic Services) for Council approval at a subsequent meeting. The amendment will allow implementation of the residential organic waste collection program in July 2022 as required by State law.

BACKGROUND

State law requires local jurisdictions in California to implement new programs and services to divert organic waste materials from landfill disposal. The primary objective of the law is to reduce the release of methane from landfills, which is a potent greenhouse gas. Senate Bill 1383 was enacted in 2016 and requires local jurisdictions to implement a variety of new programs and services, including residential and commercial organic waste collection, edible food recovery, public education and outreach, recordkeeping and reporting, and inspection and enforcement. Organic wastes targeted by SB 1383 for residential generators include yard clippings, food waste and food-soiled paper products like pizza boxes and coffee filters. Residents will continue to place clean paper and cardboard in the blue recycling cart.

The current agreement between the City and Republic Services for residential waste collection services does not include a collection and recycling program for food waste and food-soiled paper products. City staff and Republic Services therefore negotiated terms for an amendment to the current agreement to include an organic waste program.

The current schedule calls for the new residential organic waste program to begin in July 2022. The green waste cart will be referred to as the organic waste cart going forward to reflect the new program. Residents will be asked to place yard clippings, food waste and food-soiled paper products in the organic waste cart, which will be collected weekly rather than biweekly,

starting in July 2022. The garbage cart will continue to be collected weekly, and the recycling cart will continue to be collected every other week.

FISCAL IMPACT

Staff prepared two rate scenarios for City Council consideration to cover the additional costs associated with the implementation of the residential organics program. Option 1 maintains the current 10% franchise fee paid by Republic to the City and results in an average monthly rate increase of 24.1% on July 1, 2022. Option 1 increases the annual franchise fee paid by Republic to the City by an estimated \$99,000 per year, from \$682,000 to \$781,000, in Fiscal Year 2022/23. The following table shows the Option 1 rate scenario:

Option 1

Proposed Rate Increase for Weekly Organics Collection with 10% Franchise Fee

Trash Can Size	Current Monthly Rates for Waste Services 7/1/21 – 6/30/22	Rate Increase for Weekly Organics ~24.1%	Total New Rates FY 2022/23
32-gallon	\$23.34	\$5.59	\$28.93
64-gallon	\$27.59	\$6.65	\$34.24
96-gallon	\$36.42	\$8.85	\$45.27

Option 2 reduces the franchise fee from the current 10% to 8% and results in an average monthly rate increase of 21.5% on July 1, 2022. Option 2 decreases the annual franchise fee paid by Republic to the City by an estimated \$71,000, from \$682,000 to \$611,000, in Fiscal Year 2022/23. The following table shows the Option 2 rate scenario:

Option 2

Proposed Rate Increase for Weekly Organics Collection with 8% Franchise Fee

Trash Can Size	Current Monthly Rates for Waste Services 7/1/21 – 6/30/22	Rate Increase for Weekly Organics ~21.5%	Total New Rates FY 2022/23
32-gallon	\$23.34	\$4.98	\$28.32
64-gallon	\$27.59	\$5.93	\$33.52
96-gallon	\$36.42	\$7.88	\$44.30

RATE PROTEST PROCEDURE

State law (Proposition 218) allows property owners or tenants to protest proposed rate increases for waste collection, recycling and street sweeping services. Proposed rate increases may not be implemented if the majority of the affected property owners or tenants protest the proposed increase. As required by State law, a City Council public hearing will be scheduled to provide an opportunity for affected property owners or tenants to protest the proposed increase. A notice will be mailed to all affected property owners with information about the proposed rate increase, the time and location of the public hearing, and instructions on filing a written protest. Protests must be submitted in writing and one protest per parcel will be counted. The protests will be tabulated by the City Clerk after the public hearing to determine if the rate increase may proceed. If the rate increase is allowed to proceed, staff will prepare a resolution for City Council approval authorizing the City Manager to execute a contract amendment with Republic Services for implementation of the residential organics program in July 2022.

ATTACHMENT

1. Staff Presentation

ITEM 12.1.

ORGANIC WASTE



ATTACHMENT 1

Residential Organic Waste Program

November 1, 2021

ITEM 12.1. Presentation Outline

ATTACHMENT 1

- Organics Program Overview
 - *SB 1383*
- Review current contract with Republic Services for residential waste collection and recycling programs
- Present two rate options for Republic Services contract amendment for the residential organics program
- Staff asking Council to provide direction tonight on the preferred option
- Return to Council on 12/20 with a resolution authorizing the City Manager to execute a contract amendment for the organics program

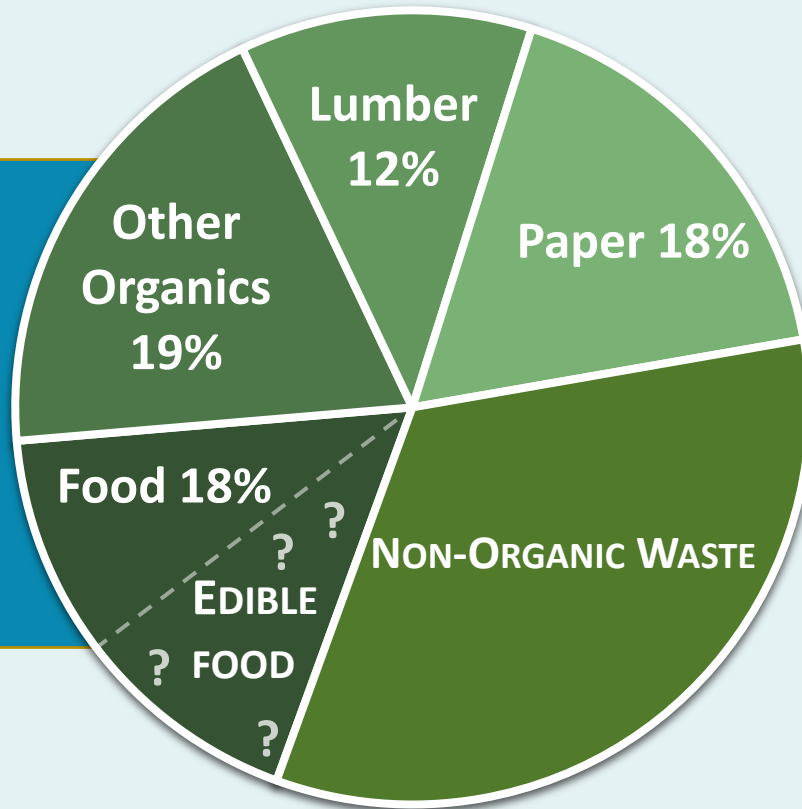
ITEM 12.1.

ATTACHMENT 1

ORGANIC WASTE IS THE LARGEST WASTE STREAM IN CALIFORNIA

CALIFORNIA GENERATES
APPROXIMATELY
20-23 MILLION TONS
OF ORGANIC WASTE
EVERY YEAR

*THAT'S TWO-THIRDS
OF OUR WASTE
STREAM!*



IN CALIFORNIA, MILLIONS ARE
FOOD INSECURE



1 IN 8 CALIFORNIANS
1 IN 5 CHILDREN

CALIFORNIA THROWS AWAY
5.6 MILLION TONS
OF FOOD WASTE EVERY YEAR!

Landfilled Organic Waste Emits
Methane Gas—
A Super Pollutant
More Powerful than CO₂

Methane Gas Contributes to
Climate Change in California



CALIFORNIA
is already experiencing
the impacts of
CLIMATE CHANGE

IN 2015 THE DROUGHT COST THE
AGRICULTURE INDUSTRY IN THE
CENTRAL VALLEY AN ESTIMATED
\$2.7 BILLION & 20,000 JOBS

SB 1383: Short Lived Climate Pollutants Act

- Signed into law in 2016
- Requires CA to reduce landfill disposal of organic wastes by 75% by 2025
- > 20 million tons of organic waste recycling annually by 2025
 - *Food waste*
 - *Yard clippings and wood waste*
 - *Certain paper products*

SB 1383 Local Government Requirements

ITEM 12.1.

ATTACHMENT 1

**Provide Organics
Collection Services to All
Residents and Businesses**



**Conduct Education and
Outreach to Community**



**Secure Access to
Recycling and Edible
Food Recovery Capacity**



**Establish Edible Food
Recovery Program**



**Procure Recyclable and
Recovered Organic
Products**



**Monitor Compliance
and Conduct
Enforcement**



***Penalties up to \$10,000 per day
for non-compliance***



ITEM 12.1. Republic Contract Review

ATTACHMENT 1

- Current Republic contract started 1/1/18 and expires 12/30/24
- 2% - 3% annual rate adjustment on July 1st based on CPI
- Current services include:
 - Trash, recycling and yard waste collection
 - Bulky item program and illegal dumping collection
 - Public education
 - Street sweeping
 - Waste collection and recycling for City facilities and events
 - Curbside batteries, oil/filter and sharps collection

Republic Contract Review (con't)

Trash Can Size	Current Rate with Street Sweeping @ \$1.00	Number of Customers	Total Revenue	Franchise Fees @10% FY 2020/21*
32-gallon	\$23.34	4,441 (19%)	\$1,243,835	
64-gallon	\$27.59	12,958 (66%)	\$4,290,134	
96-gallon	\$36.42	2,179 (15%)	\$952,310	
Total		19,578	\$6,486,280	\$682,000

**City also receives \$450K for road rehab and \$50K annually for consulting services.
FY 20/21 City received ~\$1,182,000 from this contract.*

ITEM 12.1

Proposed July 2022 Residential Program

ATTACHMENT 1



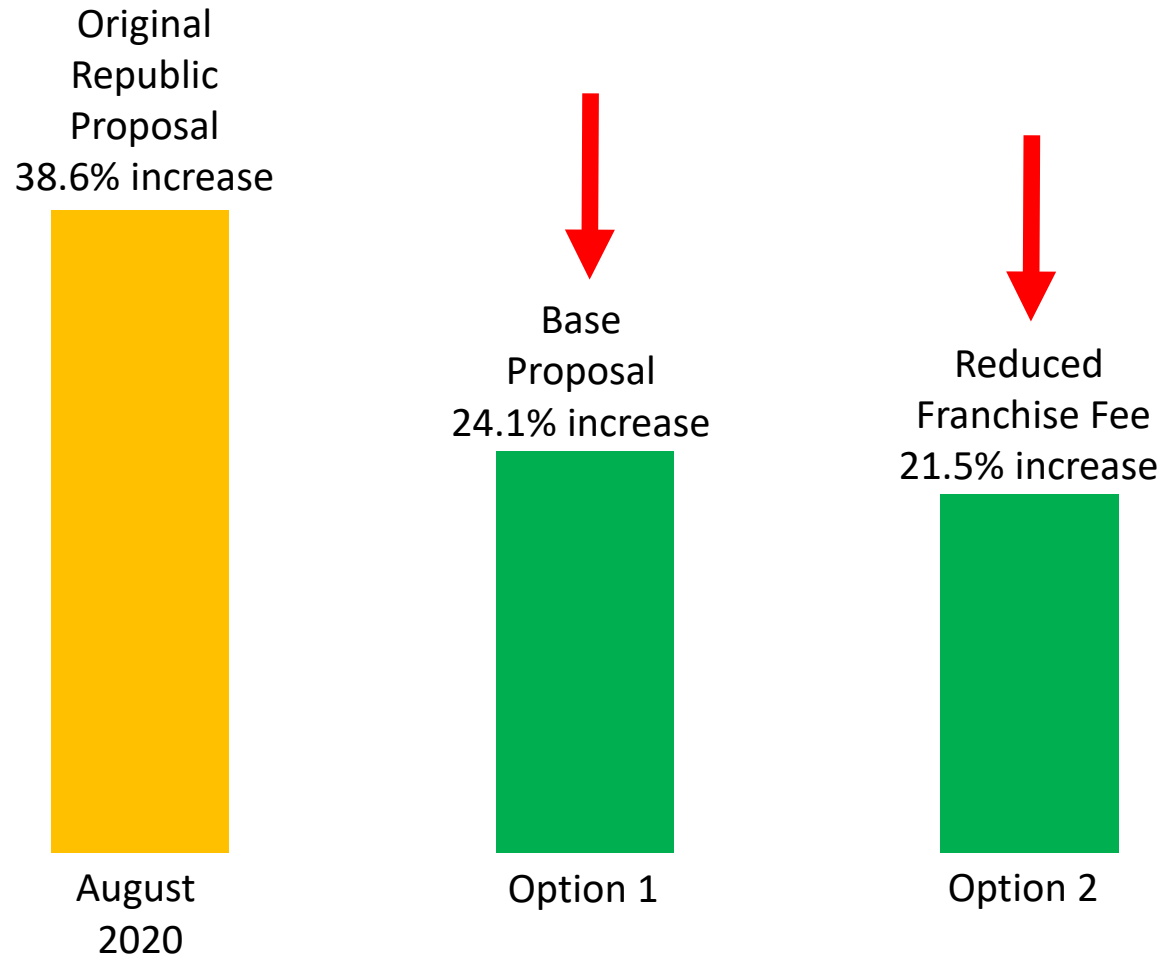
ITEM 12.1. New Costs for Organics Program

ATTACHMENT 1

- **2** Additional Collection Vehicles
- **2** Additional Drivers
- Half-time Route Auditor / Reporting Staff
- Expanded Customer Outreach and Education
- Kitchen Pail Delivered to Each Customer
- Additional Processing Cost for Mixed Organics



Rate Negotiation Summary with Republic Services



ITEM 12.1. Option 1: Base proposal - average 24.1% increase

ATTACHMENT 1

Trash Can Size	Trash and Street Sweeping 7/1/21 to 6/30/22	Rate Increase for Weekly Organics 7/1/22 ~24.1%	New Rates FY 2022/23
32-gallon (19%)	\$23.34	\$5.59	\$28.93
64-gallon (66%)	\$27.59	\$6.65	\$34.24
96-gallon (15%)	\$36.42	\$8.85	\$45.27

Notes:

- 3% rate adjustment on waste collection and street sweeping on 7/1/22 and thereafter
- Franchise fees remain at 10%
- Annual franchise fee revenue increases from \$682K to \$781K in FY 22/23
- Net annual revenue increase to City of \$99K in FY 22/23

ITEM 12.1. Option 2: 8% Franchise Fees - average 21.5% increase

ATTACHMENT 1

Trash Can Size	Trash and Street Sweeping 7/1/21 to 6/30/22	Rate Increase for Weekly Organics 7/1/22 ~21.5%	New Rates FY 2022/23
32-gallon (19%)	\$23.34	\$4.98	\$28.32
64-gallon (66%)	\$27.59	\$5.93	\$33.52
96-gallon (15%)	\$36.42	\$7.88	\$44.30

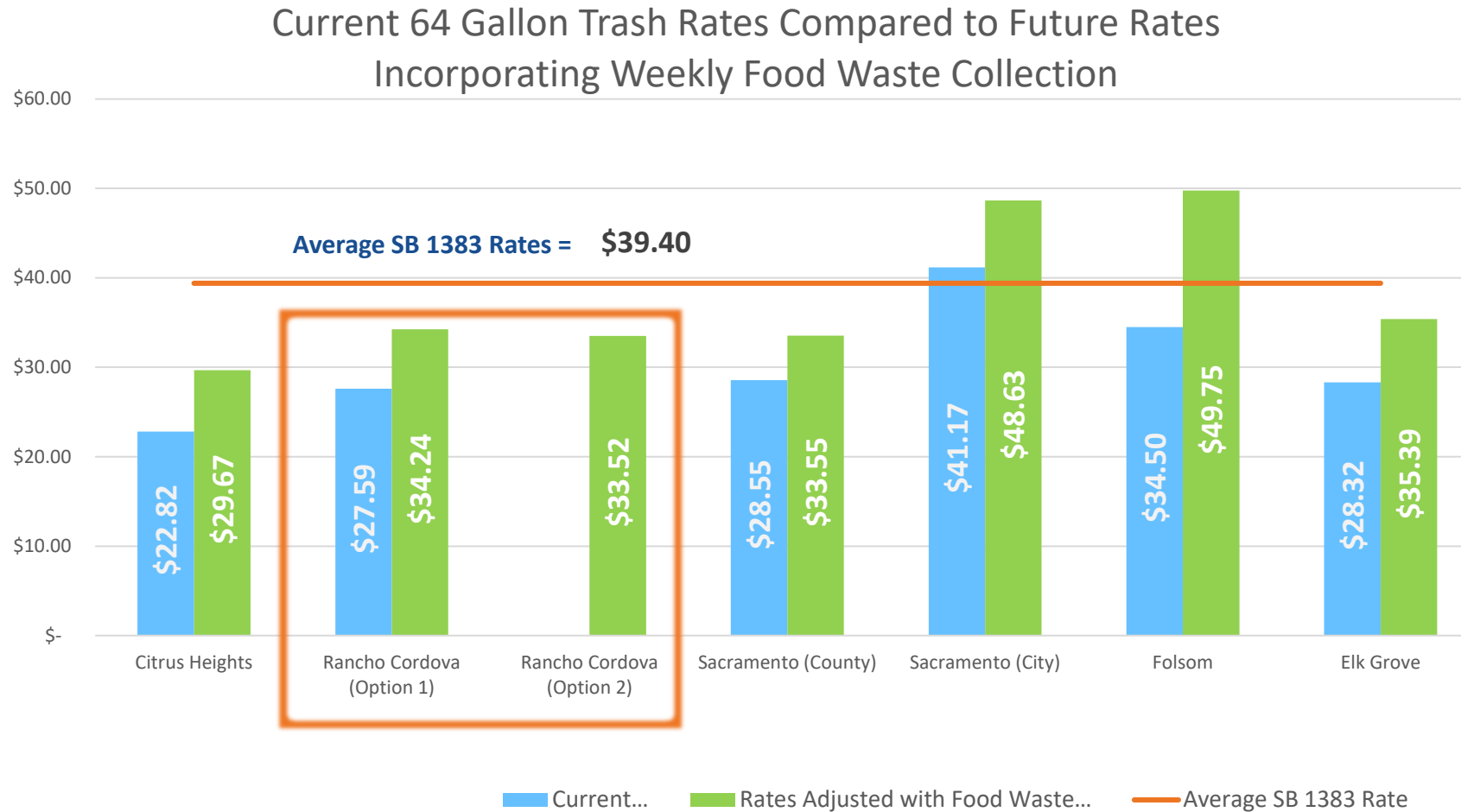
Notes:

- 3% rate adjustment on waste collection and street sweeping on 7/1/22 and thereafter
- Franchise fees reduced from 10% to 8%
- Annual franchise fee revenue decreases from \$682K to \$611K
- Net annual cost to City of \$71K starting FY 2022/23

Rate Options Summary

Trash Can Size	Current Rates (Effective 7/1/21) <i>\$1.00 street sweeping</i>	Option 1 Base Proposal <i>~24.1% increase</i>	Option 2 <i>Reduced Franchise Fee 10% to 8%</i> <i>~21.5% increase</i>	Option 2 Savings
32-gallon (19%)	\$23.34	\$28.93	\$28.32	(\$.61)
64-gallon (66%)	\$27.59	\$34.24	\$33.52	(\$.72)
96-gallon (15%)	\$36.42	\$45.27	\$44.30	(\$.97)
Average Customer Rate Impact		24.1%	21.5%	
Financial Impact to City		\$99K	(\$71K)	

Regional Rate Survey



Next Steps and Current Schedule

- Council direction on Option 1 vs Option 2?
- 11/12/21: Prop 218 notice on proposed rate increase mailed to residential solid waste customers
- 1/03/21: Prop 218 public hearing on proposed rate increase
- Early 2022: City Council resolution authorizing the City Manager to execute an amendment to the Republic contract for the organics program
- Early 2022: Public education and outreach campaign starts January 2022
- July 2022: Organics collection program begins citywide
- Questions or comments?
- Thank you!

MEMORANDUM



ITEM 12.2.

DATE: November 1, 2021
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **FINAL DISCUSSION AND DIRECTION ON REINSTATING A PLANNING COMMISSION**

RECOMMENDATION

Receive a report that summarizes Council's direction on various topics related to reinstating the Planning Commission. Provide staff with any additional feedback on the information presented.

RESULT OF RECOMMENDED ACTION

No formal action will be taken by City Council. Staff will present a final summary of all topics discussed related to reinstating a Planning Commission for final concurrence by the City Council. Staff will return on November 15, 2021 with a Resolution formally reinstating the Planning Commission.

BACKGROUND

On September 20, 2021, staff's presentation on reinstating a Planning Commission focused on the topics of qualifications, structure and selection. Council requested some additional options related to the initial start up of a Planning Commission in regard to timing and the term of membership. This report will provide term options for consideration. It also summarized Council's direction on each topic discussed since June. If staff receives final concurrence on all items, a resolution to formally approve the reinstatement of the Planning Commission will be brought back at the November 15th City Council meeting.

DISCUSSION

Below is a summary that captures Council's direction on each topic discussed at various meetings since June. If staff has not correctly captured the direction, Council should direct staff to make the appropriate changes prior to coming back with a formal Resolution.

AUTHORITY

City Council Authority

- Hear and take final action on legislative actions:

- General Plan/Specific Plan/Special Planning Area adoptions or amendments
- Development Agreements or amendments
- Rezoning – purposes of annexing land
- Zoning Code Amendments/Rezoning of property
- Hear appeals of the Planning Commission • Final authority on all City initiated public projects (i.e., Youth Center, Civic Center, etc.)

Planning Commission Authority

- Hear and decide appeals of the Community Development Director (CDD) on determinations or administrative permits
- Hear and decide on quasi-judicial actions:
 - Conditional use permits
 - Major design reviews (Residential – master homes and multifamily; Commercial – 5,000 sf; Industrial – 10,000 sf)
 - Tentative maps
 - Variances
- Exercise any other powers and duties as prescribed by State law, local ordinance or directed by the City Council.

COUNCIL CALL-UP

Council call up procedures would remain in place but would require at least two (2) Councilmembers to request that an item be called up for Council consideration.

STRUCTURE

The Planning Commission would be made up of seven (7) members; five (5) nominated and two (2) at large. All would be voted on by Council. Staff had initially presented a term option of the five nominated members to match the term of the Council member. However, with an anticipated start up of January/February 2022, two of those five member could possibly serve one year and be replace due to a November 2022 election. Council wanted to explore other options related to the initial start up. Staff is presenting a few options in regards to initial start up term limits and how that phases into a more structured term. These options are outlined in Attachment 1. Regardless of which initial set up term option is selected for the 5 nominated members, these positions would eventually be in line with the Council members term that nominated them. The same goes for the at large members. The initial start up term has three options, but the permanent term limits would be ultimately be a 4-year term.

QUALIFICATIONS

All shall reside within the City limits. Professional experience is not a requirement for the five members but desirable for at least the two at large members. Professional experience can be defined as having experience in a related field such as environmental, surveyor/engineer, designer, architect, or any other related field. Additional experience could be interest and desire in the planning and development of the City, experience in community leadership roles, committee roles, engagement in the community or other roles beneficial to the role as a Planning Commissioner.

SELECTION

Three week application period that will require interested persons to fill out an application, and provide a statement of interest. Applications will be screened only to ensure they meet the residency requirement. All qualifying applications received will be provided to the City Council since the city does not have specific districts assigned. Council will be asked to select at least one nominee and one-two additional in the event that more than one Council member selects the same person. Staff is tentatively planning on City Council nominations of Planning Commissioners in late December or early January.

EDUCATION

The incoming Planning Commission will be expected to undergo some training prior to taking action on items listed under the Planning Commission Authority section of this report. Staff has already identified a training opportunity through the League of California Cities. The Planning Commissioners Academy is currently scheduled for March 16 - 18, 2022. All Planning Commissioners will be required to attend and perspectives commissioners will need to commit to this specific training as part of the application process. Other educational opportunities will be identified, which include staff led trainings.

SUMMARY

With the exception of finalizing the initial term options, staff believes that the other topic areas discussed above reflect Council's most recent direction. Staff is seeking direction on Council on which term options listed in Attachment 1 are preferred. Additionally, if staff has not accurately captured previous direction, Council should direct staff to make the necessary changes.

FISCAL IMPACT AND FUNDING SOURCE

The Fiscal Impact is not known at this time, and it will be further analyzed when the Council finalizes the structure and responsibilities for the Planning Commission.

ATTACHMENT(S)

1. Term Limit Options
2. PC Discussion_11.1.21

Option 1 - Five (5) Nominated Members				
Two members serve for 5 years (remaining Council Members term + one additional term) Three members serve 2 years which follows the Council Members Term (up for election in November 2024)				
Member	Initial Term Length	Initial Start Date	Initial End Date	Permanent Term Length
1 (Gatewood)	5 years	April 2022	April 2027	4 years
2 (Budge)	5 years	April 2022	April 2027	4 years
3 (Terry)	3 years	April 2022	April 2027	4 years
4 (Sander)	3 years	April 2022	April 2025	4 years
5 (Pulipati)	3 years	April 2022	April 2025	4 years

Option 2 - Five (5) Nominated Members						
Five members serve for initial 3 years. Then two member serve for 2 years, then permanent 4 year terms, Three members serve 3 years which follows the Council Members Term (up for election in November 2024)						
Member	Initial Term Length	Initial Start Date	Initial End Date	2nd Term (2yrs *4yrs)	End date	Permanent Term Length
1 (Gatewood)	3 years	April 2022	April 2025	April 2025	April 2027	4 years
2 (Budge)	3 years	April 2022	April 2025	April 2025	April 2027	4 years
3 (Terry)	3 years	April 2022	April 2025	April 2025	April 2029	4 years
4 (Sander)	3 years	April 2022	April 2025	April 2025	April 2029	4 years
5 (Pulipati)	3 years	April 2022	April 2025	April 2025	April 2029	4 years

Option 1 - Two (2) At-Large Members				
Selected by all 5 Council				
Member	Initial Term Length	Initial Start Date	Initial End Date	Permanent Term Length
At Large 1	5 years	April 2022	April 2027	4 years
At Large 2	3 years	April 2022	April 2025	4 years

Option 2 - Two (2) At-Large Members				
Selected by all 5 Council				
Member	Initial Term Length	Initial Start Date	Initial End Date	Permanent Term Length
At Large 1	3 years	April 2022	April 2025	4 years
At Large 2	3 years	April 2022	April 2025	4 years

Option 3 - Two (2) At-Large Members				
Selected by all 5 Council				
Member	Initial Term Length	Initial Start Date	Initial End Date	Permanent Term Length
At Large 1	2 years	April 2022	April 2024	4 years
At Large 2	3 years	April 2022	April 2025	4 years

Planning Commission Discussion and Direction

Darcy Goulart, Planning Manager
November 1, 2021



Tonight's Goal

- **Receive a report that summarizes Council's direction on:**
 - Authority
 - Council Call-Up
 - Structure
 - Qualifications
 - Selection
 - Education

AUTHORITY

City Council Roles & Responsibilities

- Hear and take final action on legislative actions:
 - General Plan/Specific Plan/Special Planning Area Adoptions or Amendments
 - Development Agreements or Amendments
 - Rezoning – purposes of annexing land
 - Zoning Code Amendments/Rezoning of property
- Hear appeals of the Planning Commission
- Final authority on all City initiated public projects (i.e., Youth Center, Civic Center, etc.)

Planning Commission Roles & Responsibilities

- Hear and decide appeals of the Community Development Director (CDD) on determinations or Administrative permits
- Hear and decide on quasi-judicial actions:
 - Conditional use permits
 - Major design reviews
 - Residential – master homes and multifamily
 - Commercial – 5,000 sf
 - Industrial – 10,000 sf
 - Tentative maps
 - Variances
- Exercise any other powers and duties as prescribed by State law, local ordinance or directed by the City Council.

COUNCIL CALL-UP

- Council Call Up - remain in place but require at least two (2) Councilmembers to call up a project for review.

STRUCTURE

- Seven (7) members:
 - Five (5) nominated and voted on by all Council
 - Two (2) at large
- Term limits will depend on direction provided by Council

TERM LIMITS – FIVE NOMINATED MEMBERS OPTION 1

Two members serve for 5 years (remaining Council Members term + one additional term) Three members serve 2 years which follows the Council Members Term (up for election in November 2024)

Member	Initial Term Length	Initial Start Date	Initial End Date	Permanent Term Length
1 (Gatewood)	5 years	April 2022	April 2027	4 years
2 (Budge)	5 years	April 2022	April 2027	4 years
3 (Terry)	3 years	April 2022	April 2027	4 years
4 (Sander)	3 years	April 2022	April 2025	4 years
5 (Pulipati)	3 years	April 2022	April 2025	4 years

TERM LIMITS – FIVE NOMINATED MEMBERS OPTION 2

Option 2 - Five (5) Nominated Members						
Five members serve for initial 3 years. Then two member serve for 2 years, then permanent 4 year terms, Three members serve 3 years which follows the Council Members Term (up for election in November 2024)						
Member	Initial Term Length	Initial Start Date	Initial End Date	2nd Term (2yrs *4yrs)	End date	Permanent Term Length
1 (Gatewood)	3 years	April 2022	April 2025	April 2025	April 2027	4 years
2 (Budge)	3 years	April 2022	April 2025	April 2025	April 2027	4 years
3 (Terry)	3 years	April 2022	April 2025	April 2025	April 2029	4 years
4 (Sander)	3 years	April 2022	April 2025	April 2025	April 2029	4 years
5 (Pulipati)	3 years	April 2022	April 2025	April 2025	April 2029	4 years

TERM LIMITS – TWO AT LARGE MEMBERS OPTION 1

Option 1 - Two (2) At-Large Members

Selected by all 5 Council

Member	Initial Term Length	Initial Start Date	Initial End Date	Permanent Term Length
At Large 1	5 years	April 2022	April 2027	4 years
At Large 2	3 years	April 2022	April 2025	4 years

TERM LIMITS – TWO AT LARGE MEMBERS OPTION 2

Option 2 - Two (2) At-Large Members

Selected by all 5 Council

Member	Initial Term Length	Initial Start Date	Initial End Date	Permanent Term Length
At Large 1	3 years	April 2022	April 2025	4 years
At Large 2	3 years	April 2022	April 2025	4 years

TERM LIMITS – TWO AT LARGE MEMBERS OPTION 3

Option 3 - Two (2) At-Large Members				
Selected by all 5 Council				
Member	Initial Term Length	Initial Start Date	Initial End Date	Permanent Term Length
At Large 1	2 years	April 2022	April 2024	4 years
At Large 2	3 years	April 2022	April 2025	4 years

QUALIFICATIONS

- Residency – live within the City limits
- Professional Experience – desirable but not required for 2 at large
 - Land use or environmental professional
 - Surveyor/engineer
 - Designer
 - Architect
 - Any other skill set identified by Council
- Values and Ethics – League of CA Cities suggested values and ethics
- Alternative to Professional Experience
 - Demonstrating an interest and desire in the planning and development of the city
 - Experience in community leadership roles, committee roles, engagement in the community or other to role of interest beneficial to the role as a Commissioner

SELECTION

- Three-week application period
 - Application and Statement of Interest
- Screened only to ensure residency requirement is met
- Each councilmember nominates a member which is then voted on by all Council.
 - One-two additional nominations in the event there are duplicate nominations
- At large members – will be selected by all five council members

EDUCATION

- League of CA Cities
 - Planning Commissioners Academy - March 16 – 18, 2022 (all required to attend)
- Other educational opportunities such as staff led training, will be identified

STAFF RECOMMENDATIONS

- *Council direction on which term option is desired.*
- *Confirm other direction that has been given at previous meetings.*

ANTICIPATED TIMELINE

- Estimated Timeline
 - November 1st– Tonight’s discussion
 - November 15th – Resolution approving reinstatement of Planning Commission
 - Mid November – Application process begins (3 weeks)
 - Mid December – City Council receives applications for review
 - January – Council nomination and selection of Planning Commission members
 - February 2022 – Planning Commissioners sworn in and training begins
 - First Planning Commission meeting – April 2022

*DATES ARE TENTATIVE AND SUBJECT TO CHANGE

Questions?

MEMORANDUM



ITEM 12.3.

DATE: November 1, 2021
TO: Honorable Mayor and Council Members
FROM: Maria Kniestedt, Communications and Public Affairs Director
SUBJECT: **COUNTY OF SACRAMENTO REDISTRICTING INFORMATION AND DISCUSSION**

RECOMMENDATION

Receive County of Sacramento presentation regarding County Redistricting and provide Council input.

RESULT OF RECOMMENDED ACTION

The County of Sacramento Board of Supervisors will be receiving a presentation from their staff on Tuesday, November 2, 2021 that includes background information on County Redistricting, as well as proposed maps.

Based on information provided within the Sacramento County's staff presentation, the City Council will be asked to provide input, which will be communicated to the Sacramento County Board of Supervisors.

BACKGROUND

Sacramento County Board of Supervisor District boundaries must be redrawn every 10 years using U.S. Census data in order to make the five districts as equal in population as possible, so each member represents about the same number of constituents. To the extent practical, the Board of Supervisors uses the following criteria when drawing district lines:

- Geographically contiguous districts
- The geographic integrity of local neighborhoods or communities shall be respected in a manner that minimizes its division
- Geographic integrity of a city shall be respected in a manner that minimizes its division
- Easily identifiable boundaries that follow natural or artificial barriers (rivers, streets, highways, rail lines, etc.)
- Lines shall be drawn to encourage geographic compactness
- Boundaries shall not be drawn for purposes of favoring or discriminating against a political

party

The County has proposed new district maps based on this criteria, and the County Board of Supervisors is now taking public comment about these proposed maps.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

None

MEMORANDUM



ITEM 12.4.

DATE: November 1, 2021

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director

**SUBJECT: FISCAL YEAR 2020-21 PRELIMINARY YEAR-END FINANCIAL REPORT AND
RESOLUTIONS AUTHORIZING BUDGET AMENDMENT AND RESERVE
POLICY AMENDMENT**

RECOMMENDATION

Receive the Fiscal Year 2020-21 Preliminary Year-End Financial Report and Approve the Proposed Budget Amendment and Reserve Policy Amendment Resolutions.

RESULT OF RECOMMENDED ACTION

The Fiscal Year 2020-21 Preliminary Year-End Financial Report provides the City Council with the City's unaudited financial performance for the end of the most recent fiscal year. The proposed budget amendment will adjust the budget to account for additional expenditures that were necessary as a result of the COVID-19 pandemic and unanticipated land purchases. The proposed changes to the City's reserve policy will ensure resources are allocated to funding sources for high priority City initiatives.

BACKGROUND

The City Council approved Operating Budget serves as the annual plan and resource allocation that guides and ensures implementation of City Council policies and priorities. The budget implements the vision and direction for the range of services that meet the needs of the community.

City finances ended the 2020-21 fiscal year on a positive note with a year-end surplus. Overall, City revenues performed far better than expected as the impact of the COVID-19 economic downturn stayed limited to only a handful of City revenue categories. City expenditures ended the year above budget because of COVID-19 programs and land purchases that were not anticipated in the original budget. The attached 2020-21 Preliminary Year-End Financial Report (Attachment 1) provides the revenue and expenditure summary for the General Fund, the City's primary operating fund. It is important to note that these numbers are preliminary and may change as the City completes the Fiscal Year 2020-21 audit process over the next month.

General Fund

The 2020-21 General Fund revenues came in at \$64.3 million, the highest level that General Fund revenues have reached and \$2.8 million over the prior fiscal year. This record revenue level was driven by the continuing high level of new growth in the City over the past fiscal year, which positively impacted property tax, sales tax, property transfer tax and building permit revenues. In addition, FEMA reimbursements of COVID-19 expenditures, most notably the Great Plates program, also contributed to these higher than anticipated revenues. City revenues that were impacted most negatively by the COVID-19 pandemic are as follows:

- Transient Occupancy Tax continued to struggle during the first eight months of the fiscal year but saw tremendous pickup during the last four months, ending the year at \$2.7 million. This amount was slightly above the \$2.5 million amended budget but still well below the pre-COVID high for TOT in FY 18/19 of \$4.3 million.
- Fines and forfeitures came in 17% below budget driven by fewer citations and parking fines that resulted from the extended stay at home order in 2020.
- Interest earnings finished the year at just above \$300,000, far below the original pre-COVID budget of \$750,000. With interest rates continuing to remain at historic lows, this revenue category is not expected to see much improvement in the near term.

Aside from the revenue categories highlighted above, most other General Fund revenues performed as expected.

The 2020-21 General Fund expenditures ended the year at just over \$62 million, which is over the 2020-21 expenditure budget. This overage is primarily the result of the Great Plates program, which resulted in \$2.9 million in unbudgeted expenditures. While the full expense of this program is shown in the General Fund budget, it is offset by reimbursements from FEMA and the State of California on the revenue side, resulting in a net cost to the City of 6.25% of total expenditures, or approximately \$181,000. In addition to the Great Plates program, the City also incurred expenditures of \$961,000 for land purchases made during the fiscal year. It should be noted that the General Fund expenditures also include a write off of the back rent of \$25,000 owed to the City from the Sacramento Children's Museum. The proposed General Fund budget amendment in the amount of \$3.7 million is necessary to account for these unanticipated expenditures.

The preliminary General Fund budget surplus at fiscal year-end totals \$2.28 million. In accordance with the City's reserve policy, this surplus will be allocated with 50% (\$1.1 million) going to the Capital Facilities Fund, 25% (\$570,000) going to the Infrastructure Fund, and the remaining 25% staying in the General Fund.

Community Enhancement Fund

The City's ½ cent Community Enhancement Fund sales tax revenues totaled \$10.5 million, which is \$1 million above the amended budget. As a local add-on sales tax, Measure H revenues benefitted greatly from significant purchases such as automobiles and recreational vehicles and continuing high levels of online purchases by City residents.

On the expenditure side, a total of \$8.1 million was expended, which encompassed over \$4.3 million in community grants and project support, including the recently opened swimming pool at Haggin Park.

Reserve Policy

The City's Reserve Policy establishes guidelines for minimum reserve levels and the allocation of any General Fund surplus at fiscal year-end. The primary reserve for the City's General Fund is the Economic Uncertainty Reserve, which is set at 20% of the City's General Fund operating

budget, currently at \$13 million. This Economic Uncertainty Reserve is to be used as a funding source of last resort and used only after other reserve accounts have been accessed. The City has three additional reserve funds that are funded by any General Fund surplus at year-end. These three reserve funds along with the year-end reserve allocation and balance as of June 30, 2021 are as follows:

- *Undesignated General Fund Balance (25% allocation of surplus): \$23 million*
The Undesignated General Fund Balance is unrestricted and available for any project or program deemed appropriate by the City Council. Internal planning discussions for the Mills Crossing Civic Center project budget anticipates the use of \$20 million of this Undesignated General Fund balance for this project. Staff is recommending that \$20 million of the General Fund balance become formally Reserved for Mills Crossing Civic Center. In addition, staff is recommending that \$505,000 from the Undesignated General Fund balance be re-allocated to the City's Self Insurance Fund in preparation for the City transitioning to being self-insured for primary workers compensation in FY 22-23.
- *Capital Facilities Fund (50% allocation of surplus): \$7.5 million*
The Capital Facilities Fund is used for the acquisition, construction, maintenance, replacement, and enhancement of major capital facilities throughout the City. This funding source was used to purchase the City's Corporation Yard and is the identified funding source for future enhancements to City Hall.
- *Infrastructure Reserve Fund (25% allocation of surplus) \$3.9 million*
The Infrastructure Reserve Fund is used for the repair and maintenance of City owned infrastructure and is programmed annually into the City's Capital Improvement Program. This funding source is commonly used as a source of matching funds for available grant opportunities, allowing the City to make each dollar stretch even further.

With the City's General Fund reserve being adequately funded at this time, it is recommended that the City Council revise the Reserve Policy beginning in Fiscal Year 2021-22 with General Fund surplus allocations being split 50% Capital Facilities Fund/50% Infrastructure.

FISCAL IMPACT

The proposed budget amendment for the General Fund would increase revenues by \$5 million to \$63.8 million and increase expenditures by \$3.7 million to \$62 million. The proposed budget amendment would provide additional expenditure authority to cover costs related to the Great Plates program and land acquisitions made during the 2020-21 fiscal year.

The other proposed budget amendments in various special revenue, capital, enterprise, and internal service funds adjust the budget for additional revenues, expenditures, and depreciation costs that were not anticipated in the original budget.

ATTACHMENT(S)

- 1) Fiscal Year 2020-21 General Fund Financial Summary
- 2) Resolution Approving Fiscal Year 2020-21 Budget Amendments
- 3) Exhibit A to the Resolution – Budget Amendments
- 4) Resolution Amending the City's Reserve Policy
- 5) Presentation

ITEM 12.4.

ATTACHMENT 1

Fiscal Year 2020-21 Preliminary Year-End Financial Report
General Fund Summary

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Preliminary Year End Actual
Revenues					
Taxes					
Property Taxes	16,010,748	17,153,074	18,363,685	18,462,400	19,563,172
Sales Tax	15,205,165	16,145,248	16,653,873	18,371,800	20,163,561
Transient Occupancy Tax	3,984,490	4,315,525	2,957,138	2,555,800	2,744,479
Utility Users Tax	3,835,713	3,450,030	3,361,479	3,384,200	3,558,252
Other Taxes	2,368,054	2,534,195	2,674,735	2,660,100	2,805,911
Total Taxes	41,404,171	43,598,073	44,010,910	45,434,300	48,835,374
Franchise Fees					
Cable Franchise Fee	550,502	489,260	493,235	525,000	458,703
PG&E Franchise Fee	114,822	97,421	115,785	102,500	-
Other Franchise Fees	223,626	98,306	218,403	185,000	182,147
Solid Waste Franchise Fee	1,227,744	1,373,404	1,368,059	1,390,900	1,395,547
Total Franchise Fees	2,116,694	2,058,391	2,195,482	2,203,400	2,036,397
Licenses, Permit, & Fees					
Building Permits	2,289,188	2,372,857	3,531,785	3,151,000	3,901,242
Business License	396,899	432,102	393,699	410,300	377,656
Rental Housing License	172,591	167,499	149,218	175,000	229,466
Animal License	76,856	76,288	75,344	75,000	60,438
Misc. Permits & Fees	242,455	205,252	254,624	204,700	229,439
Total Licenses, Permit, & Fees	3,177,989	3,253,997	4,404,670	4,016,000	4,798,240
Fines and Forfeitures					
Traffic Citations	87,779	54,218	52,205	60,000	49,200
Parking Fines	128,661	111,101	75,767	100,000	36,446
Code Enforcement Fines	188,909	574,109	328,211	350,000	420,968
Other Fines	1,144,603	1,019,892	848,773	1,077,500	816,512
Total Fines and Forfeitures	1,549,953	1,759,319	1,304,956	1,587,500	1,323,126
Use of Money and Property					
Real Property Leases	-	495,331	436,407	448,500	448,111
Investment Earnings	501,253	1,320,395	2,700,134	402,500	306,168
Fair Market Adjustment as of 6/30/21					(1,439,438)
Total Use of Money and Property	501,253	1,815,726	3,136,541	851,000	(685,159)
Intergovernmental	483,437	742,246	1,092,458	599,500	2,468,747
Charges for Services	3,307,486	4,404,969	5,000,760	3,773,600	4,916,147
Other Revenues	96,355	83,413	95,959	70,300	413,986
Transfers In	100,000	276,048	279,984	290,000	239,024
Total Revenues	\$ 52,737,338	\$ 57,992,183	\$ 61,521,723	\$ 58,825,600	\$ 64,345,881
Expenses					
Personnel Costs	6,743,728	8,061,213	8,635,985	8,978,645	9,178,562
Professional & Contract Services	24,816,546	26,251,324	27,917,053	29,692,900	28,862,813
Operations	3,796,601	3,243,170	2,859,847	3,959,655	5,956,085
Debt Service	8,632,032	9,060,042	9,321,866	9,619,200	9,617,177
Transfers Out	5,640,552	10,527,720	8,418,400	6,058,500	7,487,280
Capital Outlay	2,788,834	178,327	994,923	-	961,768
Total Expenses	\$ 52,418,293	\$ 57,321,796	\$ 58,148,074	\$ 58,308,900	\$ 62,063,683

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE FISCAL YEAR 2020-21 OPERATING BUDGET

RECITALS

WHEREAS, the City Manager has submitted to the City Council of Rancho Cordova a Fiscal Year 2020-21 Proposed Budget; and

WHEREAS, after examination, deliberation and due consideration, the City Council has approved the same with the passage of Resolution No. 47-2019; and

WHEREAS, due to unanticipated impacts of COVID-19 on the City's revenues and expenditures it is necessary to amend the City's Fiscal Year 2020-21 budget forecast; and

WHEREAS, the Fiscal Year 2020-21 will be amended as shown on the attached Exhibit A:

DECISION

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Rancho Cordova as follows:

1. The Fiscal Year 2020-21 Adopted Budget is hereby amended to incorporate the adjustments on the attached Schedule of Proposed Budget Amendments.
2. That the amounts stated in the Schedule of Proposed Budget Amendments shall become and thereafter be appropriated to funds stated therein and said monies are hereby appropriated; and
3. The City Manager is authorized to approve expenditure adjustments within individual funds so long as the total appropriated within each major fund is not exceeded.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ITEM 12.4.

ATTACHMENT 3

Exhibit A to the Resolution

Exhibit A to Resolution
City of Rancho Cordova
Proposed Budget Amendments
Fiscal Year 2020-21

Fund	Fund Name	Adopted Revenue Budget	Proposed Adjustment	Proposed Final Revenue Budget	Description of Adjustment
General Fund:					
1000	General Fund	\$ 58,308,900	\$ 5,000,000	\$ 63,308,900	Revenue amendments: Property Tax: \$1,000,000 Sales Tax: \$1,500,000 Building Permits: \$700,000 Intergovernmental: \$1,800,000
1200	Measure R Fund	-	2,602,690	2,602,690	Amend for Measure R sales tax revenue not anticipated in original budget

Special Revenue Funds:

2310	Federal Grants	1,910,000	1,905,000	3,815,000	Adjust for grants received and expended during FY 20-21
2320	State Grants	152,500	1,616,000	1,768,500	Adjust for grants received and expended during FY 20-21
2340	CDBG	550,000	365,000	915,000	Adjust for additional CDBG funding received

Fund	Fund Name	Adopted Expenditure Budget	Proposed Adjustment	Proposed Final Expenditure Budget	Description of Adjustment
General Fund:					
1000	General Fund	\$ 58,308,900	\$ 3,760,000	\$ 62,068,900	Unanticipated Expenditures Great Plates Program: \$2,900,000 Land Purchases: \$860,000
1200	Measure R Fund	-	2,601,578	2,601,578	Amend for Measure R expenditures not anticipated in original budget

Special Revenue Funds:

2241	SD Program Update Impact Fees	26,100	319,439	345,539	Fund Consolidation into 2248
2247	SD Transit Shuttle Impact Fees	-	608,282	608,282	Fund Consolidation into 2250
2256	VOZ Traffic Mitigation Impact Fees		430,883	430,883	Fund Consolidation into 2250
2310	Federal Grants	1,910,000	1,904,195	3,814,195	Adjust for grants received and expended during FY 20-21
2320	State Grants	510,000	1,015,000	1,525,000	Adjust for grants received and expended during FY 20-21
2340	CDBG	550,000	331,425	881,425	Adjust for additional CDBG funding received
2423	New Measure A Construction	512,500	1,950,000	2,462,500	Adjust for capital project expenditures
2700	Roadway Improvement Fund	1,632,200	587,290	2,219,490	Adjust for capital project expenditures

Internal Service Funds:

7400	Self Insurance Fund	373,300	19,000	392,300	Adjust for insurance premiums higher than original budget
------	---------------------	---------	--------	---------	---

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE RESERVE POLICY

RECITALS

WHEREAS, the City's Reserve Policy is included as part of the Financial Management Policies that are incorporated into the Adopted Budget; and

WHEREAS, it is necessary to occasionally re-evaluate this policy to ensure alignment with City needs and priorities; and

WHEREAS, existing General Fund reserve levels are sufficient based on the City's current economic circumstances; and

WHEREAS, it is recommended that \$20 million of the General Fund Undesignated Fund Balance be earmarked as Reserved for Mills Crossing Civic Center project; and

WHEREAS, it is recommended that \$505,000 of the General Fund Undesignated Fund Balance be transferred to the Self Insurance Fund; and

WHEREAS, beginning in Fiscal Year 2021-22, 100% of any General Fund surplus will be automatically appropriated as a transfer out of the General Fund, 50% to the Capital Facilities Fund and 50% to the Infrastructure Fund.

DECISION

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Rancho Cordova does adopt the recitals as set forth above as an amendment to the City's Reserve Policy.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of November, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Garrett Gatewood, Mayor

ITEM 12.4.

ATTACHMENT 4

ATTEST:

Stacy Leitner, CMC
City Clerk

FY 2020-21 Preliminary Year-End Financial Report



Fiscal Year 2021-23 Financial Year in Review

- City response to COVID-19 pandemic reflected through increased expenditures and in some cases reimbursement revenues
- New growth and development in the City continues to lead to increased revenues and expenditures
- Some revenue streams continued to be negatively impacted by COVID-19 pandemic through fiscal year-end
 - Transient Occupancy Tax
 - Fines & Forfeitures
 - Investment Income

General Fund Revenues - Taxes

		2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Preliminary Year-End Actual
Revenues						
Taxes						
	Property Taxes	16,010,748	17,153,074	18,363,685	18,462,400	19,563,172
	Sales Tax	15,205,165	16,145,248	16,653,873	18,371,800	20,163,561
	Transient Occupancy Tax	3,984,490	4,315,525	2,957,138	2,555,800	2,744,479
	Utility Users Tax	3,835,713	3,450,030	3,361,479	3,384,200	3,558,252
	Other Taxes	2,368,054	2,534,195	2,674,735	2,660,100	2,805,911
	Total Taxes	41,404,171	43,598,073	44,010,910	45,434,300	48,835,374

General Fund Revenues

		2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget	2020-21 Preliminary Year-End Actual
Revenues						
Taxes		41,404,171	43,598,073	44,010,910	45,434,300	48,835,374
Franchise Fees		2,116,694	2,058,391	2,195,482	2,203,400	2,036,397
Licenses, Permit, & Fees		3,177,989	3,253,997	4,404,670	4,016,000	4,798,240
Fines and Forfeitures		1,549,953	1,759,319	1,304,956	1,587,500	1,323,126
Use of Money and Property		501,253	1,815,726	3,136,541	851,000	(685,159)
Intergovernmental		483,437	742,246	1,092,458	599,500	2,468,747
Charges for Services		3,307,486	4,404,969	5,000,760	3,773,600	4,916,147
Other Revenues		96,355	83,413	95,959	70,300	413,986
Transfers In		100,000	276,048	279,984	290,000	239,024
Total Revenues		\$ 52,737,338	\$ 57,992,183	\$ 61,521,723	\$ 58,825,600	\$ 64,345,881

General Fund Expenses

					2020-21
					Preliminary Year-End Actual
		2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Budget
Expenses					
Personnel Costs		6,743,728	8,061,213	8,635,985	8,978,645
Professional & Contract Services		24,816,546	26,251,324	27,917,053	29,692,900
Operations		3,796,601	3,243,170	2,859,847	3,959,655
Debt Service		8,632,032	9,060,042	9,321,866	9,619,200
Transfers Out		5,640,552	10,527,720	8,418,400	6,058,500
Capital Outlay		2,788,834	178,327	994,923	-
Total Expenses		\$ 52,418,293	\$ 57,321,796	\$ 58,148,074	\$ 58,308,900

City Reserve Policy Discussion

Fiscal Year 2020-21 Year End General Fund Surplus: \$2.28 Million

- Capital Facilities Fund (50%): \$1.1 Million
- Infrastructure Fund (25%): \$550K
- Undesignated General Fund Balance (25%): \$550K

Staff Recommendations/Policy Considerations for City Council

- Recommendation 1: Reserve \$20 Million in Undesignated General Fund Balance for Mills Crossing Civic Center Project
- Recommendation 2: Re-allocate \$505K in Undesignated General Fund Balance to Self Insurance Fund
- Recommendation 3: Consider revising reserve allocation beginning in FY 21-22 to 50% Capital Facilities Fund/50% Infrastructure Fund

City Reserve Policy Discussion

Reserve Funds	Unrestricted Balance as of June 30, 2021	Proposed Re-allocation of Reserves	Revised Unrestricted Balance as of November 2021
Economic Uncertainty Reserve	\$ 12,996,707	\$ -	\$ 12,996,707
Undesignated General Fund Balance	\$ 21,411,924	\$ (20,505,000)	\$ 906,924
Reserved for Mills Crossing Civic Center		\$ 20,000,000	\$ 20,000,000
Other Post Employment Benefits (OPEB) Irrevocable Trust Fund	\$ 1,062,968		\$ 1,062,968
Capital Facilities Fund	\$ 7,570,612		\$ 7,570,612
Infrastructure Reserve	\$ 3,912,212		\$ 3,912,212
Self Insurance Fund	\$ 494,906	\$ 505,000	\$ 999,906
TOTAL	\$ 47,449,329	\$ -	\$ 47,449,329