

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING Monday, November 7, 2022

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

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

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

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/85105233483?pwd=SUNjdk9xVEhVZE5YcUJla0EzcXVHZz09>

Join the Meeting via the Zoom Phone Number

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

Webinar ID: 851 0523 3483

Password: 578969

Instructions to Make Public Comment

Submitting Public Comment via Email

Members of the public who wish to provide public comment via email will need to submit written comments to CityClerk@cityofranhocordova.org no later than 3:00 p.m. on Monday, November 7, 2022. Written comments received no later than 3:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 3:00 p.m. will be distributed to the Council.

Listening to a Zoom Meeting by Zoom Video Conference

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

Listening to a Zoom Meeting by Phone Only

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

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk's Office at (916) 851-8720 Monday, November 7, 2022, before 3:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Isabella Eulie with St. John Vianney School will give the invocation.

5. PRESENTATIONS

- 5.1. Introduction of New Employees: Krystina Baudrey, Planning Technician I by Arlene Granadosin-Jones, Senior Planner and Amber Carter, Code Enforcement Officer I by Russ Ducharme, Neighborhood Services Manager.

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 17, 2022.

Recommendation: Adopt the Minutes.

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

Recommendation: Waive second reading and adopt the Ordinance.

- 9.3. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-authorizing Remote Teleconference Meetings of the City for the Period from November 7, 2022 through December 6, 2022.

Recommendation: Adopt the Resolution.

- 9.4. **Subject:** A Resolution Authorizing the City Manager to Grant Non-Exclusive Franchises and Execute Agreements with Multiple Waste Hauling Companies for the Collection of Solid Waste, Recyclables and Organic Materials from Businesses and Multi-Family Properties.

Recommendation: Adopt the Resolution.

- 9.5. **Subject:** A Resolution Declaring the City's intention to Impose an Annual Stormwater Utility Fee For the Maintenance of Storm Drainage and Flood Protection Systems for the Sun Center Drive Warehouse Project.

Recommendation: Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Sun Center Drive Warehouse project.

- 9.6. **Subject:** A Resolution Declaring the Results of the Mail Ballot Election for Rancho Cordova Transit-Related Services Special Tax Area Zone 31 for a portion of The Ranch Project.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1. **Subject:** Montelena Village 3 Subdivision – Major Design Review Amendment – PLND-0922-0053.

Recommendation: Find the project is exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan. The project was analyzed as part of the Sunridge Specific Plan (SDSP) Environmental Impact Report (EIR); and adopt the Resolution for the Montelena Village 3 Major Design Review Amendment.

- 10.2. **Subject:** A Resolution Approving the Community Development Block Grant 2023 Annual Action Plan.

Recommendation: Adopt the Resolution of the City Council of the City of Rancho Cordova to submit the 2023 Community Development Block Grant (CDBG) Annual Action Plan (AAP).

- 10.3. **Subject:** Second Reading of Ordinances Repealing and Replacing Various Chapters of Title 16 "Buildings and Construction", by Adopting by Reference State Building Codes and Making Local Amendments to Portions Thereof, and Adopting Other Related Codes.

Recommendation: Waive the second reading and adopt the Ordinances.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** Planning Project Processing and Procedures.

Recommendation: Receive information on the overall key steps to processing planning entitlements, including when in the process specific questions can be addressed.

- 12.2. **Subject:** Community Engagement Division Annual Update.

Recommendation: Provide Community Engagement Division update and answer Council questions.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

Mayor Terry will adjourn the meeting to closed session.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

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

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property 2300 Mine Shaft Lane, Assessor's Parcel Number (APN): 072-0231-014-0000, City Negotiators: Cyrus Abhar, City Manager, Albert Stricker, Public Works Director and Adam U. Lindgren, City Attorney, Negotiating Parties: Cordova Community Council. Under Negotiation: Price and Terms of Payment.

2. PUBLIC EMPLOYEE APPOINTMENT Title: City Manager Pursuant to Government Code Section 54957.

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 p.m. will be continued to the next day at 5:30 p.m. or scheduled on the next regular meeting agenda of the Council.

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

The agenda items are accessible on the City's website at www.cityofranhocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

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

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the November 7, 2022 Regular Meeting of the Rancho Cordova City Council was posted and available for review on November 3, 2022 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed November 3, 2022 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, October 17, 2022

4:00 PM Special Meeting/Closed Session

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Terry called the Special meeting to order in the David B. Roberts Council Chambers at 4:07 p.m.

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

Council Members Absent: None

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

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Mayor Terry adjourned the meeting to closed session at 4:09 p.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Terry called closed session to order at 4:09 p.m.

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

Council Members Absent: None

Staff Members Present: Adam Lindgren

5. CLOSED SESSION

Council met in closed session to discuss the following item:

PUBLIC EMPLOYEE APPOINTMENT Title: City Manager Pursuant to Government Code Section 54957.

6. OPEN SESSION - REPORT FROM CLOSED SESSION

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 Terry adjourned closed session to the Regular meeting at 5:39 p.m.

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Terry called the Regular meeting to order in the David B. Roberts Council Chambers at 5:39 p.m.

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

Council Members Absent: None

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

Sacramento County Supervisor Don Nottoli led the pledge.

11. INVOCATION

Julie Steinbach with the United Methodist Church gave the invocation.

12. PRESENTATIONS

12.1. Proclamation in Support of Manufacturing Awareness and Appreciation Month.

12.2. Recognition of Sacramento County Supervisor Don Nottoli on his Retirement.

12.3. Celebration of Council Member Garrett Gatewood's Birthday on October 23, 2022.

CELEBRATORY BREAK 6:13 PM – 6:28 PM

13. PUBLIC COMMENT

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

1. James Garcia
2. Josh Gruver

3. Marilyn Metzger
4. Margo Baxter

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

ACTION: Motion to approve item 16.1 through 16.10 by Budge second by Pulipati;
Motion passed with a 5:0 vote.

- 16.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of October 3, 2022.
Recommendation: Adopt the Minutes.
- 16.2. **Subject:** Second Reading of an Ordinance Amending Title 2 Administration and Personnel, Chapter 2.34 Redevelopment Agency; Title 4 Business Regulation, Chapter 4.10 Special Business Licenses and Employee Permits; Title 6 Health and Sanitation, Chapter 6.28 Wells and Pumps & Chapter 6.90 Cannabis Cultivation; Title 10 Vehicles and Traffic, Chapter 10.64 Trip Reduction Programs; Title 14 Agricultural Activities, Chapter 14.05 Agricultural Activities; Title 16 Buildings and Construction, Chapter 16.95 Storm Drainage Impact Fee Program; Title 21 Plans, Chapter 21.12 Procedures for Adoption or Amendment of Plans; Title 22 Land Development, Chapter 22.160 Capital Improvement Program; and Title 23 Zoning Code, Chapter 23.104 Approval Authority, Chapter 23.119 Unified Sign Program, Chapter 23.158 Development Agreements, Chapter 23.501 Introduction to Form-Based Provisions, & Chapter 23.743 Signs.
Recommendation: Waive the second reading and adopt the Ordinance.
- 16.3. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-authorizing Remote Teleconference Meetings of the City for the Period from October 17, 2022 to November 16, 2022.
Recommendation: Adopt the Resolution.
- 16.4. **Subject:** A Resolution Authorizing the Use of Military Equipment for Law Enforcement.
Recommendation: Adopt the Resolution commencing the City of Rancho Cordova's process as it pertains to AB 481 - Military Equipment for Law Enforcement.
- 16.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2020-220-1 with Dokken Engineering to Increase the Contract Amount from \$450,000 to an Amount not to Exceed \$800,000 and Extend the Contract Term from December 31, 2023, to December 31, 2024, for On-Call Stormwater Support Services.
Recommendation: Adopt the Resolution.
- 16.6. **Subject:** A Resolution Authorizing a Contract Amendment with PlaceWorks for

Environmental Services for the Environmental Impact Review of the Mills Crossing Project.

Recommendation: Adopt the Resolution.

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

Recommendation: Adopt the Resolution.

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

Recommendation: Adopt the Resolution.

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

Recommendation: Adopt the Resolution.

- 16.10. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-225 with Sacramento Municipal Utility District (SMUD) in an Amount not to Exceed \$250,000 to pay for Rancho Cordova Commercial Utility Arrearage Payments.

Recommendation: Adopt the Resolution.

17. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

ACTION: Motion to approve item 17.1 and 17.2 by Budge second by Pulipati;
Motion passed with a 5:0 vote.

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

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

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

Recommendation: Waive first reading and introduce the Ordinance.

18. PUBLIC HEARING ITEMS

None.

19. REGULAR CALENDAR ITEMS

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

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

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

1. James Garcia

Mayor Terry closed the public comment period.

ACTION: Input was received regarding the Smart City Rancho Cordova Presentation.

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

Recommendation: Adopt the Resolution.

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

1. James Garcia
2. Beckett Calvert
3. Rene Baez

Mayor Terry closed the public comment period.

ACTION: Motion to approve item 19.2 by Budge second by Sander;
Motion passed with a 5:0 vote.

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

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

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

ACTION: Motion to approve item 19.3 by Budge second by Sander;
Motion passed with a 5:0 vote.

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

1. Acquisition of Data Centers.

21. **ADJOURN TO CLOSED SESSION**

Mayor Terry adjourned to closed session at 8:27 p.m.

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

Mayor Terry called closed session to order at 8:27 p.m.

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

Council Members Absent: None

Staff Members Present: Cyrus Abhar and Adam Lindgren

23. **CLOSED SESSION**

Council met in closed session to discuss the following item:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

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

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

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

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

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

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

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

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

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

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

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

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

Under Discussion: Price and terms of payment.

24. OPEN SESSION - REPORT FROM CLOSED SESSION

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

25. ADJOURNMENT

Mayor Terry adjourned the meeting at 8:43 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: November 7, 2022
TO: Honorable Mayor and Council Members
FROM: Kim Juran, Administrative Services Director
SUBJECT: **AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING SECTION 5.50 OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE RELATING TO THE SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION**

RECOMMENDATION

Waive second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Section(s) 5.50.104 and 5.50.112 of the City of Rancho Cordova Municipal Code will be amended.

BACKGROUND

The Sacramento Metropolitan Cable Television Commission (Commission) is a joint powers agency (JPA) formed by Sacramento County and cities within the County, including Sacramento, Elk Grove, Folsom, Citrus Heights, Rancho Cordova, Galt; with the exception of Isleton. The Commission is responsible for administering state-issued cable/video franchises, assisting customers with cable complaints and issues, operating the local government channel Metro Cable 14, collecting franchise and public, education, and government (PEG) channel facilities fees, and providing support for the licensees that operate the Commission's other six PEG channels. The JPA Agreement of Formation that created the Commission was adopted and amended by Sacramento County Ordinance and Ordinances of each of the member cities, and is part of the Sacramento County and Cities Codes (JPA Agreement). The JPA Agreement is codified in Section 5.50.112 of the City of Rancho Cordova Municipal Code.

The Commission and JPA Agreement are currently set to sunset on December 31, 2024. On September 3, 2020, the Commission's Board of Directors expressed interest in proposing an extension of the Commission for consideration by the member agencies, citing the fact that the JPA is an efficient way to administer cable franchise issues for the Commission's seven member agencies and that there is no need to change the model at this time. On September 2, 2021, the Commission's Board of Directors reviewed proposed draft amendments to the JPA Agreement and directed staff to reach out to the management team for each member agency to receive feedback. Between September and December 2021, Commission staff met with the management team at each member agency. During those discussions, staff at each member

agency expressed satisfaction with the Commission's operation and support for the proposed amendments. On December 2, 2021, the Board of Directors received this input, approved the proposed amendments to the JPA Agreement, and adopted a resolution recommending approval by the member agencies of the revised JPA agreement.

Adoption of the attached Ordinance will allow for the JPA to be amended to extend the Commission and update other portions of the JPA Agreement to reflect current practices. Below is a summary of the proposed amendments:

Term (5.50.112(9)): Most importantly, the December 31, 2024 expiration date is removed. The proposed Amendment provides that the Commission would remain in existence indefinitely, unless there is a two-thirds vote of the member agencies to terminate it. In addition, a withdrawal provision is included that provides that an individual member agency may withdraw from the Commission with at least one year's prior written notice. Such withdrawal requires the member agency to accept liability for its share of the Commission's liabilities in the same proportion as the most recent distributions to the member agencies made pursuant to the JPA Agreement.

Board of Directors (5.50.104): Currently, there are twelve members of the Commission's Board of Directors. The JPA Agreement entitles the County of Sacramento to five seats on the Commission Board; the City of Sacramento to three seats on the Board; each city with a population of over 80,000 to one seat on the Board; and all cities with a population of less than 80,000 share one seat. Given that the recently released California Department of Finance's January 2022 population estimates show that the City of Rancho Cordova has surpassed the 80,000 population threshold, there will be thirteen Board of Directors members, as Galt will then have its own seat, since it will be the only City remaining with a population smaller than 80,000. Given this, the proposed amendments to the JPA Agreement also provide that the Board of Directors shall consist of the above described Board members (currently thirteen members), and clarify that the population is determined by the figures provided by the California Department of Finance each year. The City of Sacramento would get an additional Board member if the City of Galt's population reaches 80,000, but that is not expected to occur in the near or distant future, as its population as of January 1, 2021 was at 26,116.

Officers (5.50.112(2)): The current Agreement assumes that Sacramento County will provide Clerk services to the JPA. Clerk services are presently provided by Commission staff with support from the County's Clerk of the Board. The proposed Amendment matches current practice and provides the Commission Board with maximum flexibility to determine how to provide Clerk services.

Payments (5.50.112(6)): The current Agreement details how and when the revenue distributions to the member agencies are calculated and distributed. This proposed Amendment reflects the current practice of the Commission, and updates the timeline on which the Commission pays revenue distributions to the member agencies to be a date which is earlier than the current Agreement provides. The current Agreement also requires an auditor's statement with each distribution; such a statement has not historically been provided (though the distributions are audited by the Commission's Auditor as part of the bi-annual audit), and the proposed Amendment accordingly removes this requirement to reflect current practices.

General Clean-Up: The balance of the proposed amendments conform other sections of the JPA Agreement to the above edits or propose general clean-up to reflect current law and/or

practice. As an example, the law now requires the Commission's member agencies to be responsible for the JPA's retirement costs. This has been added for clarity.

FISCAL IMPACT AND FUNDING SOURCE

Approval of this item would extend the Commission and allow for the City of Rancho Cordova's continued participation in the JPA. The Commission collects franchise fees from cable operators based on five percent of their gross revenues; pays for the operation of the Commission and the government channel Metro Cable 14; provides funding for the licensees that operate the Commission's other six PEG Channels; and distributes the remaining franchise fees to the member agencies each year. The revenue distribution to the City in Fiscal Year 2021-22 was \$570,000.

The Commission also collects a PEG Channel Facilities Fee from cable operators based on one percent of their gross revenues. PEG Fee grants are awarded each year to member agencies and channel licensees to pay for facilities and equipment including Board/Council chambers improvements, control room equipment, cameras, monitors and related audio/video equipment.

ATTACHMENT(S)

1. Ordinance - Strikethrough Version
2. Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING SECTION[S] 5.50
RELATING TO THE SACRAMENTO METROPOLITAN CABLE TELEVISION
COMMISSION

5.50.104 Board of Directors.

The powers and authority of the Sacramento Metropolitan Cable Television Commission shall be vested in a Board of Directors which shall consist of a minimum of ~~nine (9)~~ the following members.

a. Five (5) members of the Board of Directors shall be members of the Governing Body of the County.

b. One (1) member of the Board of Directors shall be a member of the Governing Body of one of the cities within the County of Sacramento that is a member of the Commission and whose population is less than ~~at~~ n eighty thousand (80,000) people. The member shall be appointed by and serve at the pleasure of the Governing Bodies of the appointing cities. All member cities whose populations are each less than eighty thousand (80,000) shall be represented by this member of the Board of Directors.

c. So long as a city with a population less than eighty thousand is a member of the Commission, three (3) members of the Board of Directors shall be members of, appointed by and serve at the pleasure of the Governing Body of the City of Sacramento.

In the event that no city with a population less than eighty thousand (80,000) people is a member of the Commission, four (4) members of the Board of Directors shall be members of, appointed by and serve at the pleasure of the Governing Body of the City of Sacramento.

d. One (1) member of the Board of Directors for each city, other than the City of Sacramento, that is a member of the Commission and whose population is equal to or greater than eighty thousand (80,000) people. Each member of the Board of Directors who represents such a member city shall be a member of the Governing Board of that city and shall be appointed by, and serve at the pleasure of, the Governing Board of that City.

e. Each member of the Board of Directors shall be authorized to appoint a personal representative to attend meetings of the Board in the absence of the member, and, during such meetings, vote and exercise all other powers of the member. Such an appointment shall be effective when the member files with the Clerk of the Board of Directors a written notice executed by the member which identifies by name and residential address the personal representative who has been appointed. Personal

representatives shall serve at the pleasure of the members who appoint them, and such appointments may be revoked by the filing of written notice of revocation with the Clerk of the Board of Directors signed by the member and reciting revocation of the appointment of a designated representative. In the event of removal from the Board of Directors of a member who serves at the pleasure of a Governing Body, such removal shall automatically effect removal of any personal representative which that member has appointed.

f. For purposes of this section, a city's population shall be as ~~certified or reported~~ estimated by the ~~Sacramento Area Council of Governments ("SACOG")~~ California Department of Finance ~~by as of June~~ January 1 of each year for the preceding year. Modifications to Board membership based on population changes shall be made on July 1, or as soon thereafter is feasible, following the ~~June~~ January 1 ~~on which such population change was certified by SACOG~~ estimates provided by the Department of Finance."

5.50.112 Amended and Restated Agreement of Formation.

The Sacramento Metropolitan Cable Television Commission ~~shall be deemed to be created upon execution by each member thereof of an agreement of formation was previously created by the County and Cities.~~ Enactment of this chapter and amendments thereto constitutes approval by the Governing Bodies of the County and Cities of the terms of the amended and restated agreement of formation.

~~The Chairperson of the Governing Body of the County and Mayor of the Municipality of Sacramento shall execute the following agreement of formation on the date of selection of the Franchisee for the Initial CATV Franchise pursuant to the provisions of Section 5.50.210 in Sub Chapter 3. The Mayors of any of the Municipalities of Folsom, Isleton or Galt which have enacted this chapter, shall execute the agreement of formation thirty one (31) calendar days following the date of selection of the Franchisee for the Initial CATV Franchise pursuant to the provisions of Section 5.50.210 in Sub Chapter 3, unless the Governing Body of that Municipality has adopted a resolution making the selection inapplicable to that Municipality pursuant to the provisions of Section 5.50.212 in Sub Chapter 3.~~

Amended and Restated Agreement of Formation Sacramento Metropolitan Cable Television Commission

THIS AMENDED AND RESTATED AGREEMENT is made and entered into pursuant to the provisions of Section 6500 et seq. of the Government Code of the State of California by and between the County of Sacramento, herein referred to as "County"; and the City of Sacramento and ~~municipalities~~ cities of Citrus Heights, Elk Grove, Folsom, Isleton and Galt, and Rancho Cordova, herein referred to as "Cities"; who do hereby mutually agree as follows:

1. Establishment. There is hereby created an organization known and denominated as the Sacramento Metropolitan Cable Television Commission, which shall be a public entity, separate and apart from the County and Cities. The Sacramento Metropolitan Cable Television Commission (hereinafter referred to as "Commission") shall be governed by the terms of this Agreement, the terms of an ordinance enacted by each agency which enters into this Agreement which is entitled "Cable Television Ordinance", and is hereinafter referred to as the "Ordinance", and by such rules as are duly passed and adopted by the Board of Directors of the Commission.

~~Notwithstanding the provisions of the introductory paragraph of this Agreement, it is specifically contemplated that each of the Municipalities of Folsom, Isleton and Galt may or may not execute this Agreement and participate in the formation of and become members of the Commission. Therefore, the Commission shall be formed by, as members, the County, the Municipality of Sacramento, and so many of the other Municipalities as approve and execute this Agreement. If neither Folsom, Isleton nor Galt approve and execute this Agreement, the Agreement shall be deemed to have been entered into and the Commission formed by, as members, the County and Municipality of Sacramento.~~

2. Board of Directors. The Commission shall be governed by and the powers of the Commission vested in a Board of Directors. The number of members of the Board of Directors, composition thereof, and tenure of Directors shall be prescribed by Sub-Chapter 2 of the Ordinance.

a. Meetings of the Board of Directors and/or such advisory or other committees as the Board may appoint, shall be governed by the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.). The Board of Directors shall establish a time and place for its regular meetings, which shall be held not less frequently than once per year.

b. A majority of the members of the Board of Directors shall constitute a quorum for the purpose of transacting business.

c. No action taken by the Board of Directors shall be effective except by duly adopted motion receiving the votes of a majority of the Directors of the Board.

d. The Board of Directors shall annually elect its Chairperson and Vice-Chairperson.

e. The Clerk of the Board of Supervisors of the County or other person retained by the Board shall serve as ~~Secretary~~Clerk to the Board of Directors, shall be responsible for recordation of the official actions by the Board, and shall be the official custodian of all records of the Board of Directors.

The County may determine reasonable charges to be made against the Commission for the services of the Clerk and the Commission shall pay such charges.

3. Powers. The Board of Directors of the Commission shall be vested with the following powers:

a. To employ or retain in the name of the Commission an Executive Director and such other personnel as the Board of Directors deems appropriate. The Executive Director shall be appointed by and serve at the pleasure of the Board of Directors;

b. To make and enter into contracts in the name of the Commission as authorized by or in order to carry out the objects or purposes of this Agreement or the Ordinance, including, but not limited to, contracts with the County providing for provision

by County personnel of services for the Commission and reimbursement of the County by the Commission of the costs thereof;

c. To acquire in the name of the Commission, take title to, hold and dispose of real and personal property;

d. To incur in the name of the Commission debts, liabilities and obligations, which shall not constitute debts, obligations or liabilities of any of the member agencies;

e. To accept in the name of the Commission grants, gifts and donations in the public interest to carry out the purposes and functions of the Commission;

f. To establish and provide for the payment of reasonable compensation to its members or their personal representatives for performance of the duties of office; and

g. To exercise such other powers as are expressly conferred by the provisions of this Agreement or the Ordinance.

The Board of Directors shall also be authorized to sue in the name of the Commission. The Commission shall be subject to suit in its name.

4. Limitations. Pursuant to the provisions of Government Code section 6509, "the powers of the Commission are subject to the restrictions upon the manner of exercising such powers of one of the designated member agencies." For such purposes, the ~~Municipality~~City of Sacramento is hereby designated.

5. Budget. Prior to July 1st of each fiscal year, the Board of Directors shall adopt a preliminary budget. Prior to September 1st of each fiscal year, said Board shall adopt a final budget.

6. Payments. Not later than the first day of ~~October~~August of each year during the term of this Agreement, the Commission shall distribute to the County and Cities who are members of the Commission the difference between: (i) the revenue required to finance the costs ~~to be~~ of operations incurred in accordance with the Commission's Budget (including a reserve for contingencies) for the fiscal year ~~commencing on the preceding first day of August for the preceding fiscal year~~ ending on the prior June 30; and (ii) the revenues from franchise fees actually received by the Commission for the same fiscal year. ~~Notwithstanding the foregoing, the Commission shall distribute to said County and Cities not later than the first day of each October not less than twenty (20) percent of the revenue from such franchise fees. Revenues from sources other than franchise fees shall be utilized and distributed as required by the source of the funds.~~

The franchise fees shall be paid to the County and Cities who are members of the Commission in the same proportion as the ratios which the population of the unincorporated area of the County and incorporated area of the Cities bear to the total population of ~~the Sacramento Community County, excluding the City of Isleton~~, as disclosed by the most recent Federal Decennial Census ~~for 1980 during the period ending June 30, 1991, the Federal Decennial Census for 1990 during the Federal Decennial Census for 2000 during any period succeeding June 30, 2001 and as updated by the California Department of Finance January 1st of each calendar year.~~

~~Each distribution shall be accompanied by a statement by the Auditor of the Commission stating the amounts of all franchise fees received by the Commission for the distribution period, the dates of receipt, the amount of revenue required to finance~~

~~the Commission Budget, and the population ratios upon which apportionment of the distribution is being made.~~

7. Treasurer. The Treasurer of the County shall be the depository of funds of the Commission, and said Treasurer shall be the ex officio Treasurer of the Commission.

The Treasurer shall receive and have custody of and disburse Commission funds on the warrant of the Auditor and shall make disbursements authorized by this Agreement. The Treasurer shall invest Commission funds in accordance with the general law. All interest collected on Commission funds shall be accounted for and posted to the account of said funds.

The County may determine reasonable charges to be made against the Commission for the Services of the Treasurer, and the Commission shall pay such charges.

8. Auditing. The Auditor of the County shall be the ex officio Auditor of the Commission, and shall draw warrants against the funds of the Commission when the demands are approved by the Executive Director or his designee. At the close of each fiscal year, as provided in Government Code section 6505, the Directors may contract with a public accountant or certified public accountant to make an audit of the accounts and report of the Commission.

The Auditor shall establish and maintain such funds and accounts as are deemed necessary to account for and report on receipts and disbursements. The Commission shall keep such additional records and accounts which are deemed necessary to account for and report on sources of funds, expenditures, grants and programs as may be required by good accounting practices. The books and records of the Commission shall be open to inspection at all reasonable times by representatives of the member agencies.

The County may determine reasonable charges to be made against the Commission for the services of the Auditor, and the Commission shall pay such charges.

9. Term. Except as hereinafter provided, this Agreement shall terminate and the Commission shall be deemed dissolved ~~on December 31, 2024~~ upon a two-thirds vote of the member agencies. ~~The Commission shall review the status of the franchise and the status of state and federal law related to cable franchises no later than June 30, 2010, and shall make a recommendation to the member agencies on whether the Commission shall be dissolved prior to December 31, 2024. Nothing in this section shall preclude the Commission from making a recommendation regarding the continuation or early dissolution of the Commission either prior to or after June 2010.~~ Notwithstanding the foregoing, a member agency may withdraw from the Commission with at least one year's prior written notice. Upon withdrawal, the member agency shall be liable for its proportional share of Commission liabilities, including any retirement benefits obligations, in the same proportion as distributions to member agencies have most recently been made pursuant to the provisions of Paragraph 6, above. Such member agency shall not receive or have any right to any share of Commission assets.

10. Disposition of Assets. Upon dissolution of the Commission, its remaining assets, after satisfying all liabilities, including any retirement benefits obligations, shall be distributed to member agencies in the same proportion as distributions to member

agencies have most recently been made pursuant to the provisions of Paragraph 6, above unless the member agencies agree to a different distribution. Any real property owned by the Commission shall, in advance of dissolution, be conveyed by the Board of Directors to member agencies as tenants in common with proportional interests equal to the proportion of distributions most recently made pursuant to the provisions of said Paragraph 6 unless the member agencies agree to a different distribution.

11. Debts. Except to the extent provided by law, The debts, liabilities and obligations of the Commission shall not constitute any debts, liabilities or obligations either jointly or severally of the County ~~of Sacramento, City of Sacramento or municipalities of Folsom, Isleton or Galt~~ or any city.

12. Amendment. This Agreement may be amended by written contract approved by and executed in behalf of the Governing Bodies of each member agency. No Franchisee or other person or entity shall be deemed to either expressly or impliedly be a party to this Agreement, a third party beneficiary thereof, or to have any interest which precludes amendment of the terms of this Agreement in any manner in which the Governing Bodies of the member agencies, in their discretion, may mutually agree.

13. Approval of this item would extend the Commission and allow for the City of Rancho Cordova's continued participation in the JPA. The Commission collects franchise fees from cable operators based on five percent of their gross revenues; pays for the operation of the Commission and the government channel Metro Cable 14; provides funding for the licensees that operate the Commission's other six PEG Channels; and distributes the remaining franchise fees to the member agencies each year. The revenue distribution to the City in Fiscal Year 2021-22 was \$570,000.

14.

15. The Commission also collects a PEG Channel Facilities Fee from cable operators based on one percent of their gross revenues. PEG Fee grants are awarded each year to member agencies and channel licensees to pay for facilities and equipment including Board/Council chambers improvements, control room equipment, cameras, monitors and related audio/video equipment.

ITEM 9.2.

ATTACHMENT 1
STRIKETHROUGH

On a motion by Councilmember _____, seconded by Councilmember _____, the foregoing ordinance was passed and adopted by the City Council of the City of [*City name*], State of California, this ____ day of _____ 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSAL:
(PER POLITICAL REFORM ACT (§ 18702.5.))

Mayor, City of [*City name*]

(SEAL)

ATTEST:

City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING PORTIONS OF CHAPTER 5.50, "CABLE
TELEVISION ORDINANCE"****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:****Section 1. Purpose and Declarations.**

WHEREAS, the Sacramento Metropolitan Cable Television Commission (the "Commission") was created pursuant to the Agreement of Formation set forth in Sacramento County Code Chapter 5.50, Section 5.50.112, "Agreement of Formation"; and

WHEREAS, on September 20, 2003 upon incorporation, the City of Rancho Cordova adopted by reference certain provisions of the Sacramento County Code, including Chapter 5.50, "Cable Television Ordinance" and Section 5.50.112, and became a member of the Commission; and

WHEREAS, on October 1, 2007, the Commission amended Section 5.50.112, "Agreement of Formation," Subsection 9, "Term" which deemed to dissolve the Commission on December 31, 2024; and

WHEREAS, this Ordinance will amend Section 5.50.104 to reflect that the Board of Directors shall consist of thirteen members, with the City of Rancho Cordova holding two board seats based on its January 2022 population surpassing 80,000; and

WHEREAS, this Ordinance will amend Section 5.50.112 to reflect the Commission's proposed amendments to the Agreement of Formation which removes the December 31, 2024 expiration date and provides that the Commission would remain in existence indefinitely, unless there is a two-thirds vote of member agencies to terminate; and

WHEREAS, this Ordinance will amend Section 5.50.112(2) to reflect that Clerk services shall be provided by Commission staff with support from the County's Clerk of the Board; and

WHEREAS, this Ordinance will amend Section 5.50.112(6) to update the timeline on which the Commission pays revenue distributions to the member agencies to be a date which is earlier than the current Agreement provides; and

WHEREAS, this Ordinance will amend Section 5.50.112 to conform other sections of the JPA Agreement to the above changes and current practice of the JPA; and

WHEREAS, the City Council finds that the Commission's proposed amendment to increase the number of seats on the Board of Directors is warranted in light of the City's recent population figures from the State of California Department of Finance; and

WHEREAS, the City Council finds that the Commission's proposed amendments to extend the termination date of the Commission and reflect other changes in Agreement of

Formation in accordance with Commission practice and current law is warranted to ensure that the Commission continues to provide services to member agencies.

Section 2. Title 5, Chapter 5.50, Section 5.50.104 “Board of Directors” is amended as follows:

The powers and authority of the Sacramento Metropolitan Cable Television Commission shall be vested in a Board of Directors which shall consist of a minimum of the following members.

a. Five (5) members of the Board of Directors shall be members of the Governing Body of the County.

b. One (1) member of the Board of Directors shall be a member of the Governing Body of one of the cities within the County of Sacramento that is a member of the Commission and whose population is less than eighty thousand (80,000) people. The member shall be appointed by and serve at the pleasure of the Governing Bodies of the appointing cities. All member cities whose populations are each less than eighty thousand (80,000) shall be represented by this member of the Board of Directors.

c. So long as a city with a population less than eighty thousand is a member of the Commission, three (3) members of the Board of Directors shall be members of, appointed by and serve at the pleasure of the Governing Body of the City of Sacramento.

In the event that no city with a population less than eighty thousand (80,000) people is a member of the Commission, four (4) members of the Board of Directors shall be members of, appointed by and serve at the pleasure of the Governing Body of the City of Sacramento.

d. One (1) member of the Board of Directors for each city, other than the City of Sacramento, that is a member of the Commission and whose population is equal to or greater than eighty thousand (80,000) people. Each member of the Board of Directors who represents such a member city shall be a member of the Governing Board of that city and shall be appointed by, and serve at the pleasure of, the Governing Board of that City.

e. Each member of the Board of Directors shall be authorized to appoint a personal representative to attend meetings of the Board in the absence of the member, and, during such meetings, vote and exercise all other powers of the member. Such an appointment shall be effective when the member files with the Clerk of the Board of Directors a written notice executed by the member which identifies by name and residential address the personal representative who has been appointed. Personal

representatives shall serve at the pleasure of the members who appoint them, and such appointments may be revoked by the filing of written notice of revocation with the Clerk of the Board of Directors signed by the member and reciting revocation of the appointment of a designated representative. In the event of removal from the Board of Directors of a member who serves at the pleasure of a Governing Body, such removal shall automatically effect removal of any personal representative which that member has appointed.

f. For purposes of this section, a city's population shall be as estimated by the California Department of Finance as of January 1 of each year for the preceding year. Modifications to Board membership based on population changes shall be made on July 1, or as soon thereafter is feasible, following the January 1 estimates provided by the Department of Finance.

Title 5, Chapter 5.50, Section 5.50.112 "Agreement of Formation" is amended to read as follows:

The Sacramento Metropolitan Cable Television Commission was previously created by the County and Cities. Enactment of this chapter and amendments thereto constitutes approval by the Governing Bodies of the County and Cities of the terms of the amended and restated agreement of formation.

**Amended and Restated Agreement of Formation
Sacramento Metropolitan
Cable Television Commission**

THIS AMENDED AND RESTATED AGREEMENT is made and entered into pursuant to the provisions of Section 6500 et seq. of the Government Code of the State of California by and between the County of Sacramento, herein referred to as "County"; and the City of Sacramento and cities of Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova, herein referred to as "Cities"; who do hereby mutually agree as follows:

1. Establishment. There is hereby created an organization known and denominated as the Sacramento Metropolitan Cable Television Commission, which shall be a public entity, separate and apart from the County and Cities. The Sacramento Metropolitan Cable Television Commission (hereinafter referred to as "Commission") shall be governed by the terms of this Agreement, the terms of an ordinance enacted by each agency which enters into this Agreement which is entitled "Cable Television Ordinance", and is hereinafter referred to as the "Ordinance", and by such rules as are duly passed and adopted by the Board of Directors of the Commission.

2. Board of Directors. The Commission shall be governed by and the powers of the Commission vested in a Board of Directors. The number of members of the Board of Directors, composition thereof, and tenure of Directors shall be prescribed by Sub-Chapter 2 of the Ordinance.

ITEM 9.2.

ATTACHMENT 2

a. Meetings of the Board of Directors and/or such advisory or other committees as the Board may appoint, shall be governed by the provisions of the Ralph M. Brown Act (Government Code Section 54950 et seq.). The Board of Directors shall establish a time and place for its regular meetings, which shall be held not less frequently than once per year.

b. A majority of the members of the Board of Directors shall constitute a quorum for the purpose of transacting business.

c. No action taken by the Board of Directors shall be effective except by duly adopted motion receiving the votes of a majority of the Directors of the Board.

d. The Board of Directors shall annually elect its Chairperson and Vice-Chairperson.

e. The Clerk of the Board of Supervisors of the County or other person retained by the Board shall serve as Clerk to the Board of Directors, shall be responsible for recordation of the official actions by the Board, and shall be the official custodian of all records of the Board of Directors.

The County may determine reasonable charges to be made against the Commission for the services of the Clerk and the Commission shall pay such charges.

3. Powers. The Board of Directors of the Commission shall be vested with the following powers:

a. To employ or retain in the name of the Commission an Executive Director and such other personnel as the Board of Directors deems appropriate. The Executive Director shall be appointed by and serve at the pleasure of the Board of Directors;

b. To make and enter into contracts in the name of the Commission as authorized by or in order to carry out the objects or purposes of this Agreement or the Ordinance, including, but not limited to, contracts with the County providing for provision by County personnel of services for the Commission and reimbursement of the County by the Commission of the costs thereof;

c. To acquire in the name of the Commission, take title to, hold and dispose of real and personal property;

d. To incur in the name of the Commission debts, liabilities and obligations, which shall not constitute debts, obligations or liabilities of any of the member agencies;

e. To accept in the name of the Commission grants, gifts and donations in the public interest to carry out the purposes and functions of the Commission;

f. To establish and provide for the payment of reasonable compensation to its members or their personal representatives for performance of the duties of office; and

g. To exercise such other powers as are expressly conferred by the provisions of this Agreement or the Ordinance.

The Board of Directors shall also be authorized to sue in the name of the Commission. The Commission shall be subject to suit in its name.

4. Limitations. Pursuant to the provisions of Government Code section 6509, "the powers of the Commission are subject to the restrictions upon the manner of exercising such powers of one of the designated member agencies." For such purposes, the City of Sacramento is hereby designated.

ITEM 9.2.

ATTACHMENT 2

5. Budget. Prior to July 1st of each fiscal year, the Board of Directors shall adopt a preliminary budget. Prior to September 1st of each fiscal year, said Board shall adopt a final budget.

6. Payments. Not later than the first day of August of each year during the term of this Agreement, the Commission shall distribute to the County and Cities who are members of the Commission the difference between: (i) the revenue required to finance the costs of operations incurred in accordance with the Commission's Budget (including a reserve for contingencies) for the fiscal year ending on the prior June 30; and (ii) the revenues from franchise fees actually received by the Commission for the same fiscal year. Revenues from sources other than franchise fees shall be utilized and distributed as required by the source of the funds.

The franchise fees shall be paid to the County and Cities who are members of the Commission in the same proportion as the ratios which the population of the unincorporated area of the County and incorporated area of the Cities bear to the total population of Sacramento County, excluding the City of Isleton, as disclosed by the most recent Federal Decennial Census and as updated by the California Department of Finance January 1st of each calendar year.

7. Treasurer. The Treasurer of the County shall be the depository of funds of the Commission, and said Treasurer shall be the ex officio Treasurer of the Commission.

The Treasurer shall receive and have custody of and disburse Commission funds on the warrant of the Auditor and shall make disbursements authorized by this Agreement. The Treasurer shall invest Commission funds in accordance with the general law. All interest collected on Commission funds shall be accounted for and posted to the account of said funds.

The County may determine reasonable charges to be made against the Commission for the Services of the Treasurer, and the Commission shall pay such charges.

8. Auditing. The Auditor of the County shall be the ex officio Auditor of the Commission, and shall draw warrants against the funds of the Commission when the demands are approved by the Executive Director or his designee. At the close of each fiscal year, as provided in Government Code section 6505, the Directors may contract with a public accountant or certified public accountant to make an audit of the accounts and report of the Commission.

The Auditor shall establish and maintain such funds and accounts as are deemed necessary to account for and report on receipts and disbursements. The Commission shall keep such additional records and accounts which are deemed necessary to account for and report on sources of funds, expenditures, grants and programs as may be required by good accounting practices. The books and records of the Commission shall be open to inspection at all reasonable times by representatives of the member agencies.

The County may determine reasonable charges to be made against the Commission for the services of the Auditor, and the Commission shall pay such charges.

9. Term. Except as hereinafter provided, this Agreement shall terminate and the Commission shall be deemed dissolved upon a two-thirds vote of the member

agencies. Notwithstanding the foregoing, a member agency may withdraw from the Commission with at least one year's prior written notice. Upon withdrawal, the member agency shall be liable for its proportional share of Commission liabilities, including any retirement benefits obligations, in the same proportion as distributions to member agencies have most recently been made pursuant to the provisions of Paragraph 6, above. Such member agency shall not receive or have any right to any share of Commission assets.

10. Disposition of Assets. Upon dissolution of the Commission, its remaining assets, after satisfying all liabilities, including any retirement benefits obligations, shall be distributed to member agencies in the same proportion as distributions to member agencies have most recently been made pursuant to the provisions of Paragraph 6, above unless the member agencies agree to a different distribution. Any real property owned by the Commission shall, in advance of dissolution, be conveyed by the Board of Directors to member agencies as tenants in common with proportional interests equal to the proportion of distributions most recently made pursuant to the provisions of said Paragraph 6 unless the member agencies agree to a different distribution.

11. Debts. Except to the extent provided by law, the debts, liabilities and obligations of the Commission shall not constitute any debts, liabilities or obligations either jointly or severally of the County or any city.

Amendment. This Agreement may be amended by written contract approved by and executed in behalf of the Governing Bodies of each member agency. No Franchisee or other person or entity shall be deemed to either expressly or impliedly be a party to this Agreement, a third party beneficiary thereof, or to have any interest which precludes amendment of the terms of this Agreement in any manner in which the Governing Bodies of the member agencies, in their discretion, may mutually agree.

Section 3. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

ITEM 9.2.

ATTACHMENT 2

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.3.

DATE: November 7, 2022

TO: Honorable Mayor and Council Members

FROM: Adam Lindgren, City Attorney

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO GOVERNMENT CODE SECTION 54952(B) CONFIRMING THE STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 8625, RECOGNIZING CONTINUED MEASURES TO PROMOTE SOCIAL DISTANCING, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY FOR THE PERIOD FROM NOVEMBER 7, 2022 THROUGH DECEMBER 6, 2022**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

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

BACKGROUND

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

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

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

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

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

SUMMARY

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

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

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

FISCAL IMPACT AND FUNDING SOURCE

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

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO GOVERNMENT CODE SECTION 54952(b) CONFIRMING THE STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 8625, RECOGNIZING CONTINUED MEASURES TO PROMOTE SOCIAL DISTANCING, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY FOR THE PERIOD FROM , NOVEMBER 7, 2022 TO DECEMBER 6, 2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 6, 2022 or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova, this 7th day of November 2022, by the following vote:

AYES:

ITEM 9.3.

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.4.

DATE: November 7, 2022

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Steve Harriman, Public Works Division Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO GRANT NON-EXCLUSIVE FRANCHISES AND EXECUTE AGREEMENTS WITH MULTIPLE WASTE HAULING COMPANIES FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES AND ORGANIC MATERIALS FROM BUSINESSES AND MULTI-FAMILY PROPERTIES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to grant non-exclusive franchises and execute agreements with multiple waste hauling companies for the collection, processing and disposal of solid waste, recyclables and organic materials from businesses and multi-family properties in Rancho Cordova for the term beginning January 1, 2023.

BACKGROUND

Chapter 6.20.060 of the Rancho Cordova Municipal Code empowers the City Council to grant non-exclusive franchises to private waste hauling companies for the collection, transportation and disposal of solid waste, recyclables and organic materials generated at businesses and multi-family properties in Rancho Cordova. The current franchise agreements expire on December 31, 2022. The following is a summary of the proposed new franchise agreement:

- Term: The term of the proposed franchise agreement is three years, from January 1, 2023 through December 31, 2025.
- 30% Waste Diversion Requirement: State Law (AB 939) requires California municipalities to divert a minimum of 50% of the waste generated within their borders from landfill disposal through source reduction, recycling and composting programs. In an effort to contribute to the City's efforts to comply with State law, the proposed new franchise agreement requires waste hauling companies to divert a minimum of 30% of the waste they collect from their business and multi-family customers in Rancho Cordova. The proposed new agreement also requires waste hauling companies to pay a \$20 per ton fee to the City if their overall quarterly diversion rate falls below 30%. The 30% diversion requirement is lower than the State's 50% diversion

requirement because many businesses recycle or compost materials they generate without the assistance of their franchised waste hauler.

- **Multi-family Bulky Item Collection Service:** In order to improve services and reduce illegal dumping on city streets, the proposed new franchise agreement requires waste hauling companies to offer collection services to multi-family properties for bulky items like furniture, mattresses, appliances and electronic wastes that are too large or not appropriate for collection in the regular garbage bin. The new agreement also requires waste hauling companies to provide collection services within 48 hours of a request for service by a multi-family property. Multi-family property owners, managers and tenants may negotiate rates with their waste hauler for this service and will continue to have the option to self-haul bulky items to disposal or recycling facilities.
- **Commercial Recycling and Organics Requirements:** State law places certain requirements on businesses and multi-family properties to implement collection programs for traditional recyclables like aluminum, glass and paper, and also organic materials like food scraps and yard clippings. The proposed new franchise agreement requires the waste hauling companies to assist their business and multi-family customers with implementation of new programs to comply with these State laws, including technical assistance, collection bins and containers, and signage.

FISCAL IMPACT AND FUNDING SOURCE

The current franchise agreement expiring on December 31, 2022 includes a ten percent franchise fee collected from businesses and multi-family properties for garbage collection and disposal, which generates approximately \$800,000 annually paid by the franchisees to the City. The proposed new franchise agreement beginning January 1, 2023 includes an eight percent franchise fee on revenue collected for trash, recyclables and organic materials collection, processing and disposal. The change in the franchise fee calculation is intended to simplify the fee calculation and maintain steady revenue as future garbage collection revenue may decrease as businesses seek to comply with State law with the implementation of recycling and organics programs. Attachment 3 includes a summary of City expenses incurred for management, administration and roadway maintenance costs related to the commercial solid waste program.

ATTACHMENT(S)

1. Resolution
2. Draft Waste Haulers Franchise Agreement
3. Cost Summary

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO GRANT NON-EXCLUSIVE FRANCHISES AND EXECUTE AGREEMENTS WITH MULTIPLE WASTE HAULING COMPANIES FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES AND ORGANIC MATERIALS FROM BUSINESSES AND MULTI-FAMILY PROPERTIES

WHEREAS, beginning December 2005 the City of Rancho Cordova has granted non-exclusive franchises and executed agreements with multiple waste hauling companies for the provision of waste collection and recycling services to businesses and multi-family properties; and

WHEREAS, the term of the current franchise agreements expires on December 31, 2022; and

WHEREAS, the City Council of the City of Rancho Cordova acknowledges the need to provide state-of-the-art facilities, equipment and programs to local businesses and multi-family residential properties for the safe and legal collection, transportation, disposal and processing of garbage, recyclables, and organic materials; and

WHEREAS, the Legislature of the State of California, by enactment of California Integrated Waste Management Act ("AB 939"), Commercial Organics Recycling legislation ("AB 1826") and Commercial Recycling legislation ("AB 341"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial waste diversion programs within their jurisdictions; and

WHEREAS, in September 2016 Senate Bill 1383 (SB 1383) was signed into law establishing methane emissions reduction targets representing the next step in California's environmental protection strategy; and

WHEREAS, SB 1383 sets forth organics and recycling compliance targets as stated in Health & Safety Code § 39730.6 which are designed to progressively achieve California's goal of 75% recycling, composting or source reduction of solid waste by 2025; and

WHEREAS, City staff have convened multiple meetings with waste hauling companies and stakeholders to review and discuss the proposed franchise agreement; and

WHEREAS, the following waste hauling companies currently hold a valid franchise with the City and have expressed interest in a new franchise beginning January 1, 2023:

- Advance Disposal
- Atlas Disposal Industries
- Ferma Greenbox
- Green Waste of Sacramento
- North Cal Hauling Company
- Patrick's Construction Cleanup
- Quality Construction Cleanup
- Allied Waste Services of North America, LLC

- USA Waste of California
- Waste Removal and Recycling

WHEREAS, the City Manager may grant a non-exclusive franchise and execute an agreement with any qualified waste hauling company who submits an application to the city during the term of the proposed new franchise agreement; and

WHEREAS, the franchise agreements confer significant benefits to franchisees including the use of City right of way to perform services; and

WHEREAS, the City's franchise fees are similar to and in some instances lower than comparable or geographically proximate jurisdictions; and

WHEREAS, the City has analyzed the amount of Franchise Fees charged to franchisee waste haulers and has determined that these fees are reasonable in relationship to the value and benefits conferred to each franchisee for the use of the City's right of way to perform services pursuant to the franchise agreement as well as the increased burden to City to maintain its right of way attributed to traffic from franchisees' vehicles; and

WHEREAS, a summary covers the City expenses incurred for management, administration and roadway maintenance costs related to the commercial solid waste program; and

WHEREAS, the City Council is committed to a solid waste management program that ensures compliance with local, state and federal laws and regulations.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does delegate to the City Manager, pursuant to Rancho Cordova Municipal Code section 6.20.060, the authority to grant non-exclusive franchises and execute agreements with waste hauling companies for the provision of business and multi-family waste collection and recycling services, in a form approved by the City Attorney.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does establish a franchise fee in the amount of eight percent (8%) paid monthly by the franchisees to the City on all Commercial Solid Waste and Drop Box Debris revenue collected pursuant to the executed franchise agreements.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

ITEM 9.4.

ATTACHMENT 1

Stacy Leitner, CMC
City Clerk

NON-EXCLUSIVE COMMERCIAL COLLECTION
SERVICE AND TEMPORARY C&D DEBRIS BOX
SERVICE FRANCHISE AGREEMENT BETWEEN THE
CITY OF RANCHO CORDOVA AND

[CONTRACTOR]

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Exhibit 3: Annual Report

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**NON-EXCLUSIVE COMMERCIAL COLLECTION SERVICE AND
TEMPORARY DEBRIS BOX SERVICE FRANCHISE
AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA
AND [CONTRACTOR]**

This Non-Exclusive Commercial Collection Service and Temporary Debris Box Service Franchise Agreement ("Agreement") is made and entered into this **November 7, 2022** by and between the City of Rancho Cordova, a municipal corporation of the State of California, hereinafter referred to as "CITY", and **[Contractor]**, hereinafter referred to as "FRANCHISEE".

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste, recyclable materials, and organic recyclable materials handling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of Commercial Recycling legislation ("AB 341") has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial recycling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of Commercial Organics Recycling legislation ("AB 1826"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial organics recycling within their jurisdictions; and

WHEREAS, CITY has determined that the public health, safety and welfare require that non-exclusive Franchises be awarded to qualified franchisees for the collection, transport, processing and disposal of commercial solid waste, recyclable materials and organic recyclable materials in the CITY; and

WHEREAS, the Legislature has found and declared in Section 49510 of the Public Resources Code that it is in the public interest to foster and encourage solid waste enterprises so that, at all times, there will continue to be competent enterprises willing and financially able to furnish needed solid waste handling service; and

WHEREAS, in September 2016 Senate Bill 1383 (SB 1383) was signed into law, establishing methane emissions reduction targets representing the next step in California's environmental protection strategy; and

WHEREAS, SB 1383 sets forth organics and recycling compliance targets as stated in [Health & Safety Code § 39730.6](#) which are designed to progressively achieve California's goal of 75% recycling, composting or source reduction of solid waste by 2025; and

WHEREAS, one of the purposes of this Agreement is to regulate such non-exclusive Franchises in order to ensure the orderly collection, transportation, processing and disposal of commercial solid waste, recyclables, and organics in the CITY, and to minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, CITY requires all solid waste collectors providing commercial solid waste services in the CITY to obtain a non-exclusive Franchise for the collection of commercial solid waste (Commercial Franchise) in order to regulate this business, ensure its orderly operation, and minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, CITY has determined that the FRANCHISEE does meet the requirements for the granting of such a Franchise and that the grant of a Commercial Franchise to FRANCHISEE is in the public interest; and

WHEREAS, CITY intends to receive value for the Franchise issued, through the payment by FRANCHISEE to City of a franchise fee, which represents a toll or rental for the use of CITY streets and rights of way; and

WHEREAS, the franchise agreements confer significant benefits to franchisees including the use of City right of way to perform services; and

WHEREAS, the City's franchise fees are similar to and in some instances lower than comparable or geographically proximate jurisdictions; and

WHEREAS, the City has analyzed the amount of franchise fees charged to franchised waste haulers and has determined that these fees are reasonable in relationship to the value and benefits conferred to each franchisee for the use of the City's right of way to perform services pursuant to the franchise agreement as well as the increased burden to City to maintain its right of way attributed to traffic from franchisees' vehicles; and

WHEREAS, FRANCHISEE agrees to and acknowledges that it shall arrange for the proper disposal of all garbage and the proper processing for maximum materials recovery of all designated recyclable materials, all designated organic recyclable materials, and all construction and demolition debris collected in the CITY. CITY is not instructing FRANCHISEE how to collect, transport, process or dispose of commercial garbage, recyclables, organics or construction and demolition debris as long as its operation is consistent with the Rancho Cordova Municipal Code and all applicable State and Federal laws; and

WHEREAS, CITY and FRANCHISEE desire to enter into a non-exclusive Commercial Franchise Agreement in order that FRANCHISEE may perform garbage, recyclable material and organic recyclable material collection, transportation, processing and disposal services in the CITY.

NOW, THEREFORE, based on the mutual promises contained herein, the parties agree as follows:

Section 1. Definitions.

For the purpose of this Commercial Franchise Agreement, the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the Chapters 6.20 and 6.21 of the Rancho Cordova Municipal Code ("RCMC") shall control. When not inconsistent with the context, words used in the present tense

include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

- a) "Applicable Law". All federal, state, county and local laws, regulations, rules orders, judgments, decrees, rulings, permits, approvals, or other requirement of any governmental entity or regulatory or quasi-regulatory authority having jurisdiction over an aspect of the Collection Services, including judicial interpretations thereof, that are in force on the Effective Date, and as may be enacted or amended thereafter, until termination or expiration of this Agreement.
- b) "Bulky Waste Collection Service". The periodic on-call Collection of Large Items, by the FRANCHISEE, and the delivery of items to a City-Approved Materials Recycling Facility or such other facility as may be appropriate under the terms of this Agreement. Bulky Waste Collection Service includes the collection of items such as, but not limited to, furniture, carpets, mattresses, electronic equipment and appliances.
- c) "Business". Business means a commercial entity, proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust, or corporation that is organized for financial gain or profit, including but not limited to, offices, retail stores, markets, manufacturing facilities, warehouse and distribution facilities, restaurants, motels and hotels, theaters, medical offices, gas stations and automotive facilities; and not-for-profit organizations, associations and entities, including but not limited to, churches, hospitals, and social service organizations.
- d) "CITY". CITY means the City of Rancho Cordova, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.
- e) "City-Approved C&D Sorting Facility". City-Approved C&D Sorting Facility means a city-approved facility that receives C&D Debris and/or processes C&D Debris into its component material types for reuse, recycling, and disposal of residuals.
- f) "City-Approved Material Recovery Facility". City-Approved Material Recovery Facility means a City-approved facility that receives mixed Recyclable Material and processes Recyclable Material into its component material types for reuse, recycling, and disposal of residuals.
- g) "City-Approved Organics Processing Facility". City-Approved Organics Processing Facility means a City-approved facility that receives Organic Recyclable Material and/or processes Organic Recyclable Material into its component material types for the recycling of organic waste, and disposal of residuals.
- h) "Collection" or "Collect". Collection means the act of picking up and removing Garbage, Recyclable Materials, or Organic Recyclable Materials at the place of generation.
- i) "Collection Services". Collection Services means FRANCHISEE's obligations under this Commercial Franchise Agreement to collect Solid Waste within the

City. Collection Services includes Commercial Collection Services and Temporary C&D Debris Box Services.

- j) “Commercial Collection Services”. Commercial Collection Services means Commercial Garbage Collection Service, Commercial Recycling Collection Service and Commercial Organics Recycling Collection Services.
- (1) “Commercial Organics Recycling Collection Service” means the Collection of Designated Organic Recyclable Materials and/or Designated Green Materials in the CITY by FRANCHISEE and the transportation and processing of those Designated Organic Recyclable Materials.
 - (2) “Commercial Recycling Collection Service” means the Collection of Designated Recyclable Materials in the CITY by FRANCHISEE and the transportation and processing of those Designated Recyclable Materials.
 - (3) “Commercial Garbage Collection Service” means the Collection of Commercial Garbage in the CITY by FRANCHISEE and the transportation, processing and disposal of that Commercial Garbage.
- k) “Commercial Garbage”. Commercial Garbage means waste that is generated by a Business or Multi-Family Residential Property and Collected at such Business or Multi-Family Residential Property, but does not include Designated Recyclable or Designated Organic Recyclable Materials.
- l) “Construction and Demolition Debris” or “C&D Debris”. C&D Debris means used or discarded materials resulting from construction, renovation, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure, and such other materials as may be removed during the normal cleanup process of such construction, renovation, remodeling, repair, or demolition operations. This includes mixed construction and demolition debris and source separated recyclable construction and demolition materials that are not hazardous as defined in California Health and Safety Code Section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.
- m) “Covered Generator”. Covered Generator means all Businesses and Multi-Family Residential Properties that are subject to the requirements of Chapter 6.21 of the Rancho Cordova Municipal Code.
- n) “Covered Project”. Covered Project means a project defined in Rancho Cordova Municipal Code Section 16.92.020.J.
- o) “Customer”. Customer means a Business or Multi-Family Residential Property owner or generator who enters into a Service Agreement with FRANCHISEE for Commercial Collection Services. Where FRANCHISEE provides services to

multiple Businesses or Multi-Family Residential Properties under one Service Agreement, "Customer" refers only to the party(ies) that entered into the Service Agreement with FRANCHISEE.

- p) "Designated Green Materials" or "Green Materials". Green Materials means materials that are required to be separated by Covered Generators from Commercial Garbage and Designated Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Green Materials include, but are not limited to: yard trimmings, grass, weeds, leaves, pruning, branches, dead plants, brush, tree trimmings, dead trees, small wood pieces and other types of organic yard waste. Green Materials does not include food scraps and paper contaminated with food scraps.
- q) "Designated Organic Recyclable Materials" or "Organic Recyclable Materials" or "Organics". Organics means materials that are required to be separated by Covered Generators from Commercial Garbage and Designated Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Organic Recyclable Materials include the following materials: food waste, Green Materials, landscaping and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.
- r) "Designated Recyclable Materials" or "Recyclable Materials" or "Recyclables". Recyclables means materials that are required to be separated by Customers from Commercial Garbage and Designated Organic Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Recyclable Materials currently include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding ten (10) pounds in weight for any single item); steel including "tin" cans and small scrap (not exceeding ten (10) pounds in weight for any single item); bimetal containers; plastic containers (#1 and #2); aseptic containers;; and those materials accepted by FRANCHISEE or CITY for Recycling, as updated from time to time.
- s) "Drop Box Debris". Drop Box Debris means used or discarded materials resulting from construction, remodeling, repair, demolition, or cleanup operations on any type of structure. May include commingled Green Materials, Recyclable Materials and non-recyclable C&D Debris.
- t) "Franchise", "Franchise Agreement" or "Agreement". Agreement means this written document and all exhibits and amendments thereto between CITY and FRANCHISEE.
- u) "Gross Revenue". Gross Revenue means all monetary amounts actually received by FRANCHISEE for the performance of Collection Services. Gross Revenues includes all receipts from Customers inclusive of container rentals, late charges, fuel surcharges, and contamination fees. Gross Revenue does not include revenues generated from the sale of Recyclable Materials, compost, energy,

grants, cash awards, California Department of Conservation payments, or rebates.

- v) "Hauler Route". Hauler Route means the designated weekly itinerary or sequence of stops scheduled to be performed by each individual collection vehicle providing regularly scheduled Garbage, Recyclable Materials, and Organic Recyclable Materials collection service within the FRANCHISEE's collection Service Area under the Agreement.
- w) "Hazardous Materials". means those materials that may have a negative impact on human health or the environment, including but not limited to all hazardous materials defined in Health and Safety Code Section 25501, subdivision (n), namely any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. Under this Agreement, "Hazardous Materials" include, but are not limited to, hazardous substances, hazardous waste, per- and polyfluoroalkyl substances ("PFAS"), lead-containing paint, polychlorinated biphenyls ("PCBs"), asbestos-containing materials ("ACMs"), asbestos containing construction materials ("ACCMs"), and any material that FRANCHISEE reasonably believe(s) would, as a result of or upon acceptance, be violation of local, state, or federal law, regulation, or ordinance, including waste that cannot be disposed of in Class III landfills or material or waste that in FRANCHISEE's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose FRANCHISEE or CITY to potential liability. Hazardous Materials does not include any materials, wastes, or Solid Waste defined as allowable materials for collection through this Agreement.
- x) "High Diversion Processing Facility". A facility that handles mixed waste and diverts C&D Debris, Organic Recyclable Materials, and/or Recyclable Materials to achieve maximum recovery.
- y) "Large Items". Large Items means those materials Collected as part of Bulky Waste Collection Services that includes, but is not limited to: furniture, carpets, mattresses, white goods, brown goods, clothing, tires, or some combination of such items.
- z) "Multi-Family Residential Property" or "MFD Property". MFD Property means five (5) or more residential dwelling units located on a single parcel of land and any mobile home park located within the City.
- aa) "National Contracts". National Contracts means contracts between waste management companies and multi-sited waste generating companies that currently operate in more than one state in the United States.
- bb) "Organic Recyclable Materials". See "Designated Organic Recyclable Materials".
- cc) "Organics Recycling". Organics Recycling means the process of Collecting, sorting and treating Organic Recyclable Materials and/or Green Materials that would have otherwise become Commercial Solid Waste and returning them to a safe, nuisance-free compost product by treating the materials to a controlled biological decomposition to ensure compliance with SB 1383.

- dd) "Prohibited Container Contaminants". Prohibited Container Contaminants means any of the following:
- (1) Non-Organic Recyclable Materials placed in the Organics Container, including but not limited to, textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste;
 - (2) Material placed in the Garbage Container that is specifically identified under the Agreement for collection in the Organics Container or the Recyclables Container;
 - (3) Non-Recyclable Material placed in the Recyclables Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Recyclables Container.
- ee) "Recyclable Materials". See "Designated Recyclable Materials".
- ff) "Recycling" or "Recycled". Recycled means the process of Collecting, sorting, cleansing, treating and reconstituting Recyclable Materials that would otherwise become Commercial Solid Waste and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.
- gg) "Service Agreement". Service Agreement means a written agreement between FRANCHISEE and a Customer concerning the provision of Commercial Collection Services.
- hh) "Solid Waste". Solid Waste means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, Construction and Demolition Debris, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. Solid Waste does not include any Hazardous Material, including any hazardous waste or low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the Health and Safety Code, or medical waste. Solid Waste includes Recyclable Materials and Organic Recyclable Materials that are set out for separate Collection for the purposes of Recycling or Organics Recycling, and that are not landfilled.
- ii) "Source Separate" or "Source Separated". Source Separated means the process of removing Recyclable Materials or Organic Recyclable Materials from Garbage for the purpose of Recycling or Organics Recycling, done by the Customer.
- jj) "Temporary C&D Debris Box Service". Temporary C&D Debris Box Service means Collection using 10-40 cubic yard containers provided to a Customer for the temporary Collection of Solid Waste, including Drop Box Debris, by a person or company that holds a valid non-exclusive Commercial Franchise Agreement with the City for the delivery of those materials to a certified C&D Debris sorting

facility, whether from a covered project or not, where the material will be processed for recovery.

Section 2. Grant of Non-Exclusive Franchise.

CITY hereby grants to FRANCHISEE a Franchise for Commercial Collection Service and Debris Box Service authorizing FRANCHISEE to engage in the business of Collecting, transporting, processing, and disposing of Commercial Solid Waste and Drop Box Debris kept, accumulated or generated in CITY and to use the public streets and rights of way for such purpose.

Section 3. Acceptance of Franchise.

FRANCHISEE hereby accepts the Franchise on the terms and conditions set forth in this Agreement, Chapters 6.20 (Solid Waste Management), 6.21 (Business and Multifamily Recycling and Organics Recycling), and 16.92 (Construction and Demolition (C&D) Debris) of the Rancho Cordova Municipal Code, and all related ordinances and resolutions. Execution of this Agreement shall not constitute the notification required by Public Resources Code Section 49520.

Section 4. Term of Franchise.

- a) Subject to Section 33 of this Agreement, the term of the Franchise granted to FRANCHISEE shall be from January 1, 2023 through December 31, 2025. The effective date of this Agreement shall be January 1, 2023.
- b) In the event CITY offers to extend the term of this Agreement, and FRANCHISEE intends to accept such offer, FRANCHISEE shall notify the Public Works Director or his or her designee in writing no later than one hundred and twenty (120) days prior to the end of the term of this Agreement.
- c) In the event CITY offers to extend the term of this Agreement, either CITY or FRANCHISEE may give notice of a desire to negotiate material changes to this Agreement no later than one hundred twenty (120) days prior to the end of the term of this Agreement, and the parties agree to negotiate in good faith regarding such proposed changes.

Section 5. Conditions for Effectiveness.

The effectiveness of this Agreement is subject to FRANCHISEE's satisfaction of each and all of the conditions set forth below, each of which may be waived in whole or in part by CITY. Any such waiver must be in writing.

- a) Absence of Litigation. There is no litigation pending on the effective date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.
- b) Furnishing of Insurance. FRANCHISEE has furnished evidence of the Insurance required by Section 20 of this Agreement.

Section 6. Limitations on Scope of Franchise.

Under the terms of this Franchise, FRANCHISEE has the authority to Collect only Commercial Solid Waste from Businesses and Multi-Family Residential Properties and to provide Temporary C&D Debris Box Service to all generators.

- a) No Collection of materials covered under the residential Collection Service and Street Sweeping Service Contract between the City of Rancho Cordova and Republic Services, or any successor contract entered into by the CITY for such service.
- b) No Hazardous Waste, regardless of its source.

Section 7. Franchise Fees.

- a) During the term of the Franchise, FRANCHISEE shall pay to CITY franchise fees for the privilege of using CITY streets and public rights-of-way to engage in the business of providing Commercial Collection Services and Temporary C&D Debris Box Services in CITY.
- b) FRANCHISEE shall pay franchise fees on revenue generated from all Commercial Solid Waste and Drop Box Debris Collected pursuant to this Agreement regardless of the method of disposal or handling. FRANCHISEE shall pay franchise fees on all Gross Revenues collected pursuant to this Agreement.
- c) Franchise fees shall be a percentage of all Gross Revenues, less franchise fees received from Customers, including those Customers that are state or federal agencies or entities located within CITY, for the provision of Commercial Collection Services and Temporary C&D Debris Box Services. The franchise fee shall be calculated based on Gross Revenues prior to FRANCHISEE imposing the franchise fee on its Customers.
- d) The franchise fee percentage shall be **eight percent (8%)** or such other amount applicable to Commercial Franchises that may be adopted at any time during the term of this Agreement by a resolution of the City Council, or by the City Manager if the City Council has delegated such authority to the City Manager by resolution.
- e) In the event the franchise fee or any other CITY fee is determined by a court to be excessive, invalid or unenforceable, then: (i) FRANCHISEE shall not be obligated to remit the future portion of the franchise fee or CITY fee deemed excessive, invalid, or unenforceable to the CITY; (ii) to the extent the Customers are entitled to a reimbursement of any excessive, invalid or unenforceable franchise fee or CITY fees, and CITY is required to reimburse FRANCHISEE in the amount of the franchise fee or CITY fees previously remitted to CITY that have been deemed excessive, invalid or unenforceable, thereafter, FRANCHISEE shall directly reimburse all Customers entitled to reimbursement in the amount attributable to each Customer account. In no event shall FRANCHISEE retain any portion of the fees reimbursed by CITY; (iii) to the extent the Customers are entitled to a reimbursement of any excessive, invalid or

unenforceable franchise fee or CITY fees, and CITY is required by a court to directly reimburse Customers, FRANCHISEE shall assist CITY in identifying all Customers entitled to a reimbursement, quantifying the reimbursement amount attributable to each Customer account, and obtaining and providing to CITY any other information needed to satisfy the obligations imposed by a court; and (iv) CITY and FRANCHISEE will, within thirty (30) days following such court decision meet and confer to negotiate in good faith and using reasonable efforts to attempt to agree on modifications to the Agreement.

Section 8. Franchise Fee Payment.

- a) Franchise fees shall be payable on a monthly basis, and shall be due and payable on the first day of the second month immediately following the month in which Gross Revenue is received. Each payment shall be calculated in accordance with the provisions of this Agreement and the Rancho Cordova Municipal Code.
- b) The franchise fee shall be paid to the Public Works Director at the address set forth in Section 8. f) of this Agreement. Each payment shall be accompanied by a "gross revenue form," verified by the person making the payment, or a duly authorized representative of that person, showing the calculation of the franchise fee payable in such form and detail as the Public Works Director may require and such other information as the Public Works Director may determine is material to a determination of the amount due.
- c) If no revenue subject to the franchise fee is collected during a given month, the gross revenue form must still be submitted to the Public Works Director in the manner described in Section 8. b) of this Agreement.
- d) No statement filed under this Section shall be conclusive as to the matters set forth in such statement, nor shall the filing of such statement preclude CITY from collecting by appropriate action the sum that is actually due and payable.
- e) If franchise fees are not paid by FRANCHISEE in the time and manner described in this Section 8 of this Agreement, then in addition to the franchise fees, FRANCHISEE shall pay a late payment charge in an amount equal to one hundred dollars (\$100.00), for each business day in which the franchise fee was not timely paid.
- f) FRANCHISEE shall pay all required franchise fees to:

City of Rancho Cordova
Attn: Public Works Director
2729 Prospect Drive
Rancho Cordova, CA 95670

Franchisee shall remit a copy of the gross revenue form to the Public Works Director by email at recycle@cityofranhocordova.org.
- g) If FRANCHISEE remits franchise fees by personal delivery to CITY, such franchise fees shall be deemed timely paid only if delivered on or before 5:00

p.m. on the due date. If FRANCHISEE remits franchise fees by mail or other delivery service, such franchise fees shall be deemed timely only if: (1) the envelope containing the franchise fee payment bears a postmark or receipt showing that the payment was mailed or sent on or before the due date; or (2) FRANCHISEE submits proof satisfactory to CITY'S Public Works Director that the franchise fee payment was in fact deposited in the mail or sent on or before said due date. An electronic remittance of the gross revenue form shall be delivered by email on or before 5:00 p.m. on the due date.

- h) In the event FRANCHISEE believes that it has paid franchise fees in excess of the fees due to CITY, FRANCHISEE may submit a request for refund to the Public Works Director on a form provided by the Public Works Director. If proof of overpayment is satisfactory to the Public Works Director, the Public Works Director shall refund to FRANCHISEE any overpayment. FRANCHISEE shall not apply any overpayment as a credit against any franchise fees or other amounts payable to CITY unless specifically authorized by the Public Works Director in writing.

Section 9. Diversion Requirements.

- a) FRANCHISEE shall be required to divert from disposal a minimum of **thirty percent (30%)** of all material Collected by FRANCHISEE in each quarter of the calendar year beginning January 1, 2023.
- b) FRANCHISEE will also assist the CITY in reaching CalRecycle's seventy-five percent (75%) goal to the extent FRANCHISEE can do so without incurring additional expense or interfering with FRANCHISEE's ability to perform its other obligations under this Agreement.
- c) Diversion Requirements Calculation. For purposes of determining if FRANCHISEE achieves FRANCHISEE'S diversion requirements, the Parties agree the quarterly diversion rate will be calculated using the following formula: "the tons of materials Collected by FRANCHISEE from the provision of Collection Services in CITY that are sold or delivered to a recycling facility, materials recovery facility, recycler, re-user, or other processing facility, divided by the total tons of materials Collected in CITY by FRANCHISEE in each quarter." Notwithstanding any other provision of this Agreement to the contrary, no Liquidated Damages shall be assessed against FRANCHISEE for failure to meet diversion requirements during a particular quarter if during that quarter FRANCHISEE has demonstrated good faith efforts to achieve the diversion requirements by (i) implementing public education and outreach efforts as outlined in Section 17, delivering all Recyclable Materials collected hereunder to a City-Approved Materials Recovery Facility, (iii) delivering all Organic Recyclable Materials collected hereunder to a City-Approved Organics Processing Facility; and (iv) delivering all Drop Box Debris to a City-Approved C&D Sorting Facility for processing and material recovery. In addition, in determining whether to assess Liquidated Damages for failure to meet diversion requirements, City may also take into account FRANCHISEE's other good faith

efforts, changes in Recyclable Materials markets, availability of organics processing facilities, and documented changes in waste characterization.

- d) The Quarterly Reports submitted by FRANCHISEE to CITY pursuant to Section 18 shall include documentation stating and supporting each calendar quarter's diversion rate. Diversion from sources other than FRANCHISEE'S diversion shall not be counted as diversion achieved by FRANCHISEE.

Section 10. Temporary C&D Debris Box Service Diversion.

FRANCHISEE shall deliver all Drop Box Debris loads to a City-Approved C&D Sorting Facility, whether from a Covered Project or not, where the material shall be processed for maximum recovery. Under no circumstances shall Drop Box Debris loads be taken to a landfill or disposed of otherwise. All weight tickets issued by City-Approved C&D Sorting Facility(ies) for Drop Box Debris loads shall clearly indicate that the materials were sorted in a manner to achieve maximum recovery of Recyclable Materials. Exhibit 4 includes invoice templates for all City-Approved C&D Sorting Facility(ies) to be used by Franchisee. FRANCHISEE must receive written approval from CITY prior to delivering Drop Box Debris to a facility other than that listed in Exhibit 4.

Section 11. Ownership of Commercial Solid Waste and Drop Box Debris.

CITY does not gain any ownership or right to possess Commercial Solid Waste or Drop Box Debris Collected by FRANCHISEE pursuant to this Agreement. Subject to the provisions of this Agreement, FRANCHISEE shall have the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or use the Commercial Solid Waste or Drop Box Debris that it Collects pursuant to the terms of this Agreement.

Section 12. Transportation, Processing and Disposal of Commercial Solid Waste and Drop Box Debris.

- a) Secure Processing and Disposal Capacity. FRANCHISEE shall secure processing facility(ies) and disposal facility(ies) approved by City and provide Collection, processing, and disposal capacity to accommodate the quantity and type of Commercial Collection Service and Drop Box Debris Service provided to all of its Customers.
- b) Transportation of Recyclable and Organic Recyclable Material.
 - (1) FRANCHISEE shall Collect, transport, and deliver all Organic Recyclable Materials set out for Collection in Containers identified as containing Organic Recyclable Materials to a City-Approved Organics Processing Facility listed in Exhibit 4 for Organics Recycling.
 - (2) FRANCHISEE shall Collect, transport, and deliver all Recyclable Materials set out for Collection in Containers identified as containing Recyclable Materials to a City-Approved Materials Recovery Facility listed in Exhibit 4 for processing and Recycling.

- (3) FRANCHISEE shall Collect, transport, and deliver all residual materials resulting from the processing of Recyclable and Organic Recyclable Material to a landfill or other disposal site for disposal as set forth in Section 12 c).
- c) Transportation of Garbage. FRANCHISEE shall dispose of or process Commercial Garbage and residual resulting from the processing of Recyclable and Organic Recyclable Material Collected or transported by FRANCHISEE only by taking such Commercial Garbage to a landfill, transfer station, or a City-Approved High Diversion Processing Facility which is lawfully authorized to accept such Commercial Garbage. FRANCHISEE shall not dispose of such Commercial Garbage by depositing it on any land, whether public or private. FRANCHISEE shall not dispose of such Commercial Garbage in any river, stream or other waterway, or in any sanitary sewer or storm drainage system.

Section 13. On-Call Multi-Family Residential Property Bulky Waste Collection Service.

FRANCHISEE shall offer Multi-Family Residential Property Bulky Waste Collection Service to Multi-Family Residential Property Customers that have a Service Agreement with FRANCHISEE, and whose Large Items have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by FRANCHISEE and the Customer. The agreed upon location for placing Large Items must provide safe and efficient accessibility to FRANCHISEE's collection crew and vehicle. Multi-Family Residential Property management must call in advance to schedule Multi-Family Residential Property Bulky Waste Collection Service. Collection will occur on the day agreed to between the Multi-Family Residential Property management and FRANCHISEE and/or within five (5) business days of request of service from Multi-Family Residential Property management. The cost for receiving this service shall be negotiated between the FRANCHISEE and Multi-Family Residential Property Customer.

Section 14. Commercial Collection Service.

FRANCHISEE must perform all Commercial Collection Services under this Agreement in a thorough and professional manner, including:

- a) Commercial Recycling and Commercial Organics Recycling Collection Services. FRANCHISEE must provide each service location Commercial Recycling and Commercial Organics Recycling Collection Services to its Customers, unless the City grants a waiver to the Customer as described in the Rancho Cordova Municipal Code. Covered Generators are required to obtain the following thresholds of service:
- (1) Recycling Requirements. All Customers, regardless of the volume of Solid Waste generated, are required to arrange for Commercial Recycling Collection Services unless operating under a City approved alternative compliance or exemption as set forth in Section 14.a) (3), below; and

- (2) Organics Recycling Requirements. All Customers, regardless of the volume of Solid Waste generated, are required to arrange for Commercial Organic Recycling Services unless operating under a City approved alternative compliance or exemption as set forth in Section 14.a) (3), below; or
- (3) Alternative Compliance/Exemption Form. As an alternative to Section 14.a) (1) or (2) herein, FRANCHISEE must obtain written approval from the City of an Alternative Compliance / Exemption. In the event that the FRANCHISEE must stop providing Commercial Garbage Collection Service to a Customer due to non-compliance with the CITY's municipal code, the FRANCHISEE shall take the following steps:
 - i) Issue a written "Service Termination Notice" to the non-compliant Customer that the FRANCHISEE shall terminate Commercial Garbage Collection Services within 14 days of providing that Service Termination Notice to the Service Unit. That "Service Termination Notice" shall clearly state that it is mandatory for the Customer to subscribe to Commercial Garbage Collection Service, Commercial Recycling Collection Service, and Commercial Organic Recycling Collection Service as required by the Rancho Cordova Municipal Code;
 - ii) Notify the CITY by email no more than fourteen (14) days and no less than seven (7) days before it intends to suspend service for all Commercial Garbage Collection Service Containers from the Service Unit;
 - iii) Lock or remove all Containers from the Service Unit; and
 - iv) Notify the Public Works Director or his or her designee in person or by telephone within 24 hours after locking or removing all Containers from the Service Unit.
- b) FRANCHISEE, upon request, shall provide the Public Works Director, and/or his or her designee, with a copy of a Service Agreement, or other document (e.g., receipt from a recycling or composting facility) demonstrating that the Customer's Recyclable Materials and Organic Recyclable Materials are being taken to a City-Approved Material Recovery Facility and/or City-Approved Organics Processing Facility. The Service Agreement, or other documents shall be available for inspection by the Public Works Director, and/or his or her designee, at FRANCHISEE'S place of business during normal business hours within 5 business days of request.
- c) Route Reviews. FRANCHISEE shall conduct a Route Review for Prohibited Container Contaminants in containers in a manner that results in twenty percent (20%) of each Hauler Route being reviewed annually. A Route Review of sixty percent (60%) of Customer accounts shall be completed over the three (3) year term.

- (1) Each inspection shall involve lifting the Container lid and observing the contents, but shall not require FRANCHISEE to disturb the contents or open any bags. Route reviews may be performed using camera technology during the collection process, in lieu of manually viewing contents by a person. FRANCHISEE may select the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited under the SB 1383 Regulations. For the avoidance of doubt, FRANCHISEE shall not be required to inspect every Container on a Hauler Route annually. FRANCHISEE shall include the results of each Route Review in its next regularly scheduled report to City, as required by Section 18.
- (2) Notice of Contamination. Upon finding Prohibited Container Contaminants in a Container during a Route Review, FRANCHISEE shall notify the Customer of the violation in writing. The written notice shall include information regarding the Customer's requirement to properly separate materials into the appropriate Containers. The notice may be left on the Customer's Container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered personally to the Customer. FRANCHISEE may dispose of the contents of any Container found to contain Prohibited Container Contaminants. The notice shall be provided in English and Spanish.
- d) Compliance Reviews. FRANCHISEE shall at least once annually, beginning in 2023, review the records of its Commercial Business and Multi-Family Residential Complex Customers in City that are subscribed for at least two (2) cubic yards per week of combined Garbage, Organic Recyclable Material and Recyclable Materials service, to determine whether such Customers are subscribed to Organic Recyclable Material Collection service or have an applicable waiver. FRANCHISEE shall include the results of each compliance review in its regularly scheduled report to City, as required by Section 18.

Section 15. Temporary C&D Debris Box Service.

- a) Upon request of a Customer, FRANCHISEE shall provide Temporary C&D Debris Box Service on a temporary on-call basis.
- b) FRANCHISEE must provide Customer with Temporary C&D Debris Box Service with as little disturbance as possible and without obstructing alleys, roadways, driveways, sidewalks, or mailboxes. FRANCHISEE must place Containers in strict adherence with CITY's right-of-way requirements and Rancho Cordova Municipal Code Service Agreements.

Section 16. Service Agreements.

- a) FRANCHISEE shall execute a written Service Agreement with all Customers receiving Commercial Collection Services. Service Agreements shall incorporate, but are not limited to, the following terms and conditions:

- (1) Be clearly labeled as a Service Agreement;
- (2) Describe the Commercial Collection Services to be provided by FRANCHISEE, the frequency of such services and the cost for providing such services to the Customer;
- (3) Clearly state the initial term and renewal terms;
- (4) Any term that is mutually agreed to by the Customer and FRANCHISEE, but recognizing that this Franchise Agreement must remain in full force and effect throughout the term of the Service Agreement;
- (5) May contain a provision for automatic renewal for successive periods of no longer than one (1) year, unless either party gives written notice of termination by certified or registered mail at least sixty (60) days prior to the termination date of the current Service Agreement;
- (6) A term allowing for amendments as mutually agreed upon by the Customer and FRANCHISEE;
- (7) Require FRANCHISEE to provide written notice to Customers of price increases not less than thirty (30) days prior to the effective date of such price increase;
- (8) FRANCHISEE shall respond to Customer inquiries regarding the Service Agreement within seven (7) days, including a request by the Customer for a copy of the current franchise agreement;
- (9) Include language stating that Collection Containers will be removed from the property of a Customer by FRANCHISEE within thirty (30) days of final termination of services to the Customer;
- (10) Include language stating that Customers will be notified in writing within thirty (30) days of termination of this Franchise Agreement;
- (11) Not require Customers to pay over three (3) months liquidated damages during the renewal term and over six (6) months liquidated damages during the initial term of the Service Agreement;
- (12) Not require Customers to give notice of any offer by a competitor or require Customers to give FRANCHISEE the right to respond to such offer; and
- (13) Include language stating that the Service Agreement shall automatically terminate at such time as CITY terminates FRANCHISEE's Franchise

Agreement unless CITY concurrently provides FRANCHISEE with a new or amended franchise agreement.

- (14) FRANCHISEE shall not provide Commercial Garbage Collection Services to a Customer unless:
- i) The Customer is also receiving both Commercial Recycling Collection and Commercial Organics Recycling Collection Service from the FRANCHISEE; or
 - ii) The CITY has approved in writing the Customer's Alternative Compliance/Exemption Form request.
- b) The requirements for Service Agreements contained in this Section shall be incorporated into all new Service Agreements executed on or after the execution of this Franchise Agreement. Existing Service Agreements between FRANCHISEE and a Customer executed before the execution of this Franchise Agreement shall remain in force for the remainder of the existing contract and shall be governed by the terms and conditions specified in the existing Service Agreement, provided that such existing Service Agreements shall comply, to the extent allowable by law, with the Recycling and Organic Recycling programs established by this Franchise Agreement, Rancho Cordova Municipal Code, and California Law.
- c) National contracts or agreements are exempt from the requirements of contract length and renewal terms.

Section 17. Requirements for Diversion Plan and Annual Plan.

- a) Diversion Plan. The Diversion Plan that is attached hereto as Exhibit 1 of this Agreement, shall be implemented by Franchisee during the first year of this Agreement and shall be considered the annual plan for that year.
- b) Annual Plan. FRANCHISEEs that provide Collection service to at least one (1) Multi-Family or Commercial Service Unit will prepare an Annual (calendar year) Plan and submit the plan to CITY for approval. The first proposed annual plan must be submitted for CITY review and approval no later than October 1, 2022 for the 2023 calendar year and by October 1st of each calendar year following through the term of this Agreement. The City will provide the FRANCHISEE an annual plan template as provided in Exhibit 2 of this Agreement. Specifically, the plan shall contain, but not be limited to:
- (1) A methodology for how FRANCHISEE will meet City and State diversion requirements as specified in Section 9;
 - (2) A description of the proposed methodology for tracking compliant/noncompliant Customers, and proposed efforts for decreasing contamination levels.

- (3) A description of a minimum of three (3) outreach and education campaigns and quantifiable goals for each campaign.
 - i) At least one annual campaign will be directed at all Customers and will inform the Customers about both the Act, including AB 341, AB1826, and SB 1383 and applicable City requirements, and how to comply with each Law.
 - ii) At least one campaign will be specifically directed at those Covered Generators that are not in compliance with either the State Mandatory Commercial Recycling Law (AB 341) and/or the State Mandatory Commercial Organics Recycling Law (AB 1826) and/or Short-lived Climate Pollutants Reduction Strategy (SB 1383) and will inform them of their requirements and how they can comply;
 - iii) One campaign will be at the choice of FRANCHISEE and will not be directly related to campaigns in Section 17 b) (3) i) or ii).
 - (4) CITY shall review the annual plan and notify FRANCHISEE of whether it has been approved or needs additional information within 45 days after submission. FRANCHISEE shall, at its own expense, implement the approved annual plan.
- c) Education & Outreach.
- (1) Prior to February 1, 2023, and annually thereafter, FRANCHISEE shall provide the following to all its Customers under this Agreement:
 - i) Information on the Service Recipient's requirements to properly separate Organic Recyclable Material in appropriate containers.
 - ii) Information on methods for: the prevention of Organic Recyclable Material generation, recycling Organics on-site, sending Organics to community composting, and any other local requirements regarding Organic Recyclable Material.
 - iii) Information regarding the methane reduction benefits of reducing the landfill disposal of Organic Recyclable Material, and the methods of Organic Recyclable Material recovery contemplated by the Agreement.
 - iv) Information regarding how to recover Organic Recyclable Material.
 - v) Information related to the public health and safety and environmental impacts associated with the landfill disposal of Organic Recyclable Material.
 - (2) The above information will be provided, at a minimum, through print and/or electronic media, and may also be provided through workshops, meetings and/or on-site visits.

- (3) Educational materials provided pursuant to the above shall be translated into Spanish.

Section 18. Reporting Requirements.

- a) Monthly Reports. Franchise Fee Reports shall file with the Public Works Director in accordance with the terms in Section 8 of this Agreement.
- b) Quarterly Reports. FRANCHISEE shall file with the Public Works Director the following quarterly reports:
- (1) Quarterly Tonnage Report. A report that contains the quantities of Garbage, Recyclable Materials and Organic Recyclable Materials Collected, transported, processed, diverted, and/or disposed from Commercial Collection Services and Temporary C&D Debris Box Services. Such report shall be in such form and detail as required by the Public Works Director. Specifically, the report shall contain, but not be limited to, the following information:
- i) Garbage, Recyclable Materials and Organic Recyclable Materials tonnage Collected and removed, during the previous quarter, within the CITY by FRANCHISEE;
 - ii) Garbage, Recyclable Materials and Organic Recyclable Materials tonnage Collected and removed by FRANCHISEE within the City, during the previous quarter, that was diverted and the location of the facility(ies) where such Garbage, Recyclable Materials and Organic Recyclable Materials were diverted; and
 - iii) Garbage, Recyclable Materials and Organic Recyclable Materials tonnage Collected and removed by FRANCHISEE within the City, during the previous quarter that was disposed of and the location of the disposal or processing facility where the disposal or processing of such Garbage, Recyclable Materials and Organic Recyclable Materials occurred.
- (2) Quarterly Compliance Status Report. A report that contains the total number of Service Units serviced with Commercial Collection Services and the number of containers, container sizes, and frequency of Collection for Garbage, Recyclable Materials, and Organic Recyclable Materials for each Commercial and MFD Service Unit. This report is to be submitted by FRANCHISEE in the event FRANCHISEE provides Commercial Collection Service to at least one (1) Service Unit. The report shall be in such form and detail as required by the Public Works Director. The report shall set forth the following information for each Customer:
- i) Name and Type of Customer (Business or Multi-Family Residential Property)

- ii) Billing Contact, address, and phone number;
 - iii) Service Contact, address, and phone number;
 - iv) Container size and Collection frequency of Garbage Collection Service;
 - v) Container size and Collection frequency of Recycling Materials Collection Service;
 - vi) Container size and Collection frequency of Organics Recycling Collection Service; and
 - vii) Whether or not the Customer is compliant with the Commercial Recycling and/or Organics Recycling Collection Services it is required to arrange for as set forth in Section 14.
 - viii) The total number of Commercial Service Units that subscribe to 2 cubic yards or more of weekly Solid Waste Collection, and the total number of those Commercial Service Units that have an Alternative Compliance/Exemption Form approved by CITY;
 - ix) The total number of MFD Service Units that subscribe to 2 cubic yards or more of weekly Solid Waste Collection, and the total number of those MFD Service Units that have an Alternative Compliance/Exemption Form approved by CITY;
 - x) A list of Customers that have been issued a Service Termination Notice during the preceding quarter; and
 - xi) A summary of the type of follow-up outreach that was provided to those Commercial Service Units and MFD Service Units that are not subscribed to Recycling or Organics Recycling Collection Service.
 - xii) Should CalRecycle require more frequent reporting, FRANCHISEE shall provide reports to the CITY on a monthly basis no later than ten (10) days after each month end.
- (3) Report of Route Reviews completed during the quarter including:
- i) The date the review was conducted;
 - ii) The name and title of each person conducting the review;
 - iii) A list of the account names and addresses covered by the review;
 - iv) A description of each Hauler Route reviewed, including FRANCHISEE's route number and a description of the Hauler Route area;
 - v) The results of such review (i.e. the addresses where any Prohibited Container Contaminants were found), and any photographs taken; and

- vi) Copies of any educational materials issued pursuant to such reviews.
 - (4) The first quarterly reports shall be due no later than 5:00 p.m. on May 1, 2023, and shall cover the period of January 1, 2023 to March 31, 2023. Thereafter, quarterly reports shall be due no later than 5:00 p.m. on each subsequent August 1, November 1, February 1, and May 1 during the term of this Agreement. Each report shall cover the immediately preceding calendar year quarter.
 - (5) Quarterly reports shall be filed with Public Works Director at the location set forth in Section 34, below and shall be in a form approved by CITY. FRANCHISEE shall maintain quarterly records, on forms approved by the Public Works Director, containing such information as may be required by the Public Works Director pertaining to the number and types of accounts served by FRANCHISEE under the terms of this Agreement. This information shall be provided to Public Works Director upon request.
- c) Annual Report.
- (1) FRANCHISEE shall file with the Public Works Director an annual report including the following information:
 - i) Public outreach and education activities undertaken during the previous year including, copies of all such information (flyers, brochures, newsletters, invoice messaging, website and social media posts, emails, and other electronic messages); the date the information was disseminated or the direct contact made; to whom the information was disseminated or the direct contact made (for mass distributions such as mailings or bill inserts, FRANCHISEE may provide the type and number of accounts receiving the information, rather than listing each recipient individually);
 - ii) Collection service program changes implemented during the previous year;
 - iii) Large events (over 2000 attendees per day) that were provided Collection service;
 - iv) An update of end-markets used for sale of Recyclable Materials;
 - v) Methodology of identifying Customer compliance status used during the previous year;
 - vi) A description of FRANCHISEE's process for determining the level of Container contamination under the Agreement;
 - vii) Recordkeeping Requirements for Compliance with Organic Waste Collection Services. Pursuant to SB 1383, Section 18984.1 or 18984.2, including:

- (a) If FRANCHISEE allows compostable plastics to be placed in the Organics Container, a copy of written notification received from each facility serving the jurisdiction indicating that the facility recovers that material.
 - (b) If FRANCHISEE allows Organic Recyclable Materials to be collected in plastic bags, a copy of written notification received from each facility serving the jurisdiction indicating that the facility can process and remove plastic bags when it recovers source separated Organic Recyclable Materials.
- viii) Report of Annual Route Reviews and Compliance Reviews including:
 - (a) The date the review was conducted;
 - (b) The name and title of each person conducting the review;
 - (c) A list of the account names and addresses covered by the review;
 - (d) For Route Reviews, a description of each Hauler Route reviewed, including FRANCHISEE's route number and a description of the Hauler Route area;
 - (e) For Route Reviews, the results of such review (i.e. the addresses where any Prohibited Container Contaminants were found), and any photographs taken;
 - (f) For Compliance Reviews, the results of such review (i.e. FRANCHISEE's findings as to whether the customers reviewed are subscribed for Organic Recyclable Material Collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g. account records); and
 - (g) Copies of any educational materials issued pursuant to such reviews.
- ix) Documentation Relating to Observed Prohibited Container Contaminants. FRANCHISEE shall provide a report of the following, whether observed during Route Reviews or otherwise:
 - (a) Copies of the form of each notice issued to generators for Prohibited Container Contaminants, as well as, for each such form, a list of the Service Recipients to which such notice was issued, the date of issuance, the Service Recipient's name and service address, and the reason for issuance (if the form is used for multiple reasons);
 - (b) The number of times notices were issued to Service Recipients for Prohibited Container Contaminants; and

- (c) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.
 - x) If applicable, a description of other activities undertaken pursuant to the annual plan required by this Agreement.
- (2) Annual reports shall be submitted to the City no later than 5:00 p.m. each March 1 during the term of this Agreement with the first annual report due no later than 5:00 p.m. on March 1, 2024. Annual reports shall cover information and activities during the immediately preceding calendar year. Annual reports shall be filed with Public Works Director at the location set forth in Section 34 and shall be in a form approved by CITY.
- (3) The Public Works Director shall establish guidelines, forms and other appropriate material to assist FRANCHISEE in preparing the reports required by this Section.
- d) Delinquent Reports. If any of the reports required under this Section are not filed by the due date, the report shall be deemed delinquent, and FRANCHISEE shall pay to CITY a delinquent report charge in the amount of fifty dollars (\$50.00) per business day until such day that the delinquent report is provided to CITY. If the report remains delinquent for more than fifteen (15) business days, FRANCHISEE shall pay to CITY a delinquent report charge in the amount of one hundred dollars (\$100.00) per business day beginning on the sixteenth (16th) business day until such day that the delinquent report is provided to CITY. Such delinquent report charge shall be in addition to any franchise fees or other charges payable by FRANCHISEE for the same period of time. Each report due shall be treated separately for purposes of this delinquent report charge, and such delinquent report charges shall be cumulative. FRANCHISEE's failure to file the reports required by this Section shall constitute cause for termination or suspension of its Franchise pursuant to the Rancho Cordova Municipal Code and Section 32 of this Agreement.
- e) Confidential or Proprietary Information. To the extent permitted by applicable law, including the California Public Records Act, any reports, plans, and information required by this Agreement stamped confidential or proprietary, shall be deemed confidential and shall not be subject to public disclosure. In the event that CITY becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, California Public Records Act request, or U.S. Patriot Act or similar act or process to disclose any Confidential Information, to the extent allowed by law, the CITY shall give FRANCHISEE prompt prior written notice of such requirements so that FRANCHISEE may seek a protective order or other appropriate remedy at FRANCHISEE'S sole risk and expense.
- f) California Public Records Act. The parties understand that the CITY is a public entity that must comply with the California Public Records Act.

Section 19. Inspection Authority.

- a) FRANCHISEE shall at all times maintain accurate and complete accounts of all revenues and income arising out of its operations under this Franchise Agreement and the information needed to complete the forms and reports required by Section 8 and Section 18 of this Agreement. FRANCHISEE'S books, accounts and records reasonably necessary for the enforcement of this Franchise Agreement shall be made available for inspection, examination and audit during normal business hours by authorized officers, employees and agents of CITY. CITY shall give FRANCHISEE written notice at least three (3) business days prior to any inspection, audit or examination of these records.
- b) Where the Public Works Director determines that an audit is necessary to verify the accuracy, or completeness of reported franchise fees, tonnages or diversion data, FRANCHISEE shall be responsible for reimbursing CITY the costs of performing such audit costs, including any CITY staff time, consultant services, and City Attorney services, to perform such audit.
- c) FRANCHISEE shall be responsible for reimbursing CITY'S audit costs, including any CITY staff time or consultant services and City Attorney services, to perform detailed follow-up audits where CITY staff determines that documentation of franchise fees, tonnage, diversion or other data, as reported by FRANCHISEE, is inadequate, incomplete or inaccurate. Where necessary, CITY staff will retain the services of an independent consultant to verify performance and conduct any necessary diversion audits.

Section 20. Insurance Requirements.

FRANCHISEE shall obtain and shall maintain throughout the term of this Agreement, at FRANCHISEE's sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work pursuant to this Agreement by FRANCHISEE, its agents, representatives, employees or FRANCHISEES.

- a) Minimum Scope and Limits of Insurance. FRANCHISEE shall maintain at least the following minimum insurance coverage:
 - (1) Comprehensive General Liability: Coverage limits as required in Table 19.1 below. Combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: Coverage limits as required in Table 19.1 below. Combined single limit per accident for bodily injury and property damage. Coverage shall include hired autos and non-owned autos.

- (3) Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits per accident as required in Table 19.1 below.
- (4) Pollution Liability Insurance: Per occurrence, coverage limits shown below in Table 19.1 without any exclusion for bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of any Hazardous Material, Solid Waste, or other pollutant..

Table 19.1 Minimum Insurance Limits per Contract Year			
	Contract Reference	January 1, 2023 through December 31, 2024	January 1, 2025 through December 31, 2025
Comprehensive General Liability	19 a.(1)	\$4,000,000	\$5,000,000
Automobile Liability	19 a.(2)	\$4,000,000	\$5,000,000
Workers Compensation and Employers Liability	19 a.(3)	\$4,000,000	\$5,000,000
Pollution Liability	19 a.(4)	\$4,000,000	\$5,000,000

- b) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. FRANCHISEE shall be responsible for payment of all deductibles or self-insured retentions.
- c) Other Insurance Provisions. The required insurance policies are required to contain, or be endorsed to contain, the following provisions:
- d) General Liability and Automobile Liability Coverage. CITY, its officers, employees, agents contractors and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of FRANCHISEE; products and completed operations of FRANCHISEE; premises owned, leased or used by FRANCHISEE; and automobiles owned, leased, hired or borrowed by FRANCHISEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, contractors and volunteers.
- (1) FRANCHISEE'S insurance coverage shall be primary insurance as respects: CITY, its officers, employees, agents, contractors and volunteers. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, contractors or volunteers shall be in excess of FRANCHISEE'S insurance and shall not contribute with it.

- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officers, employees, agents, contractors or volunteers.
- (3) Coverage shall state that FRANCHISEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e) All Coverage. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced below the minimum limits described above except after thirty (30) days' prior written notice has been given to CITY.
- f) Placement of Insurance. Insurance shall be placed with insurers acceptable to CITY'S Risk Manager. FRANCHISEE must place insurance with a current A.M. Best rating of no less than A: VII. CITY'S Risk Manager may waive or alter this requirement in writing, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of CITY and the general public are adequately protected.
- g) Proof of Insurance. FRANCHISEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this Agreement. 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. Proof of insurance shall be mailed or personally delivered to the address provided in Section 34 of this Agreement.
- h) Acknowledgment. FRANCHISEE acknowledges that the Commercial Solid Waste, Recycling and Organics Recycling Collection Franchise granted to FRANCHISEE will not become effective, and FRANCHISEE will have no authority to perform Commercial Collection Services in the CITY, unless FRANCHISEE provides satisfactory proof of insurance prior to beginning operations as a FRANCHISEE.
- i) Modification of Insurance Requirements. CITY shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the CITY'S Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for CITY and for members of the public, CITY may require FRANCHISEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CITY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. CITY'S Risk Manager may modify these insurance requirements only upon approval of the City Council.

Section 21. Indemnity.

- a) FRANCHISEE agrees to defend, with counsel agreed upon by both parties, indemnify, and hold harmless CITY and its agents, officers, contractors, servants, public officials, volunteers, and employees from and against any and all claims asserted, costs, the cost of remediation and cost recoveries pursuant to the

Comprehensive Environmental Response, Compensation and Liability Act , losses and damages, liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the FRANCHISEE, its employees, agents, subcontractors, supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), or injuries to any person or property, including injury to CITY employees, agents or officers which arise from, or are connected with, or are caused or claim to be caused by acts or omissions of FRANCHISEE, or their agents, officers or employees, in the performance of the non-exclusive Franchise or this Agreement, or in performing the work or services therein, and all costs and expenses of investigating and defending against same; provided, however, that FRANCHISEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its agents, officers, servants and employees.

- b) Hazardous Material Indemnification. FRANCHISEE agrees to defend, with counsel selected by City, indemnify, and hold harmless CITY and its agents, officers, contractors, servants, officers, volunteers, and employees from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs (including, without limit, any and all response, remediation, removal, closure, and post-closure costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity providing the enforcement action is successful in establishing indemnification), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnities arising from or attributable to the acts or omissions of FRANCHISEE, its officers, directors, employees, companies, or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this contract, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, response or removal action, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Material, and/or Household Hazardous Waste (collectively, "Waste") at any places where FRANCHISEE transfers, transports, processes, stores or disposes of Solid Waste or other waste collected under this contract, irrespective of whether the concentrations of any Waste are material, whether the concentrations exceed state or federal maximum contaminant or action levels, or whether any government agency has issued a clean-up or other order. The indemnity afforded indemnitees shall only be limited to exclude coverage for intentional wrongful acts and active negligence of indemnitees. FRANCHISEE at its own expense, agrees to defend, with counsel of the CITY's choosing, any claims for Damages asserted against CITY that would, in whole or in part, be covered by the indemnity obligations irrespective of whether such claims have

merit. FRANCHISEE's obligation under this indemnification provision will survive any termination of this Agreement.

- c) The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9607(e), and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify CITY from liability. Nothing in this provision shall prevent FRANCHISEE from seeking indemnification or contribution from persons or entities other than indemnitees, for any liabilities incurred by the FRANCHISEE, or the indemnitees.
- d) Indemnification for Failure to Meet AB 939 Goals. FRANCHISEE agrees to protect and defend CITY, with counsel selected by FRANCHISEE and CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by CalRecycle if the diversion goals specified in the California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by CITY with respect to the Materials Collected by FRANCHISEE and if the lack in meeting such goals are attributable to the failure of the FRANCHISEE to implement and operate the Recycling and/or Organics Recycling or other diversion plans and/or programs or related activities required by this Agreement. Such indemnification of CITY by FRANCHISEE shall be proportionate to FRANCHISEE'S degree of fault for the penalty or fine imposed, as required under Public Resources Code § 40059.1.

Section 22. Equipment.

- a) Any and all containers provided to Customers by FRANCHISEE for storage, collection or transportation of Commercial Solid Waste, Recyclable Materials or Organic Recyclable Materials shall meet the requirements of the Rancho Cordova Municipal Code and applicable California laws.
- b) Any and all vehicles used by FRANCHISEE to perform Commercial Collection Services shall meet the requirements of the Rancho Cordova Municipal Code and applicable California laws.
- c) FRANCHISEE shall not operate Collection vehicles, nor perform Collection services on properties adjacent to residential uses during the hours of 8:00 PM through 6:00 AM, unless written authorization is given to FRANCHISEE from CITY. CITY reserves the right to revoke such written authorization at any time. Should a dispute arise as to the time service was provided, FRANCHISEE must provide documentation of service to the satisfaction of the CITY.
- d) All collection equipment and vehicles used by FRANCHISEE shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.
- e) Each FRANCHISEE shall maintain collection equipment and vehicles in a clean condition and in good repair at all times, to the satisfaction of CITY.

- f) FRANCHISEE shall insure that all Collection vehicle loads are covered while in transit and shall not litter premises in the process of providing Commercial Collection Services or while its vehicles are on the road. FRANCHISEE shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the FRANCHISEE'S vehicles. FRANCHISEE shall exercise all reasonable care and diligence in providing Commercial Collection Services so as to prevent spilling or dropping of Commercial Solid Waste or, Recyclable Materials or Organic Recyclable Materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.
- g) FRANCHISEE may not use any Collection vehicle for Collection Service in violation of weight limitations set forth in Applicable Law. FRANCHISEE may be assessed liquidated damages as set forth in Section 30 as a result of exceeding an overweight vehicle rate of ten percent (10%) in any month during the term of the Contract. The overweight vehicle rate will be calculated as the total number of overweight collection vehicle instances during each month, divided by the total number of collection vehicle loads transported during the same corresponding month. Prior to collecting administrative charges for overweight vehicles, the CITY shall afford FRANCHISEE a reasonable opportunity to provide the Public Work Director documentation of the extraordinary circumstance that caused the overweight vehicles. Extraordinary circumstances in this particular case include, but may be limited to, heavy rains or high winds that caused excess Organic Recyclable Material to be generated, rain to accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened to extreme weather conditions. The Public Work Director shall have authority to consider FRANCHISEE's documentation and uphold and collect the assessed charge, to reduce the charge, or waive and dismiss the charge. The Public Work Director shall also have the authority to waive charges in advance of an anticipated, or in response to and actual, emergency event.

Section 23. Abandoned Containers.

- a) If FRANCHISEE abandons any container used to provide Commercial Collection Services, CITY, or its designated agent may remove the container and/or dispose of the contents of the container.
- b) If CITY or its designated agent removes a container abandoned by FRANCHISEE and/or disposes of the contents of any container abandoned by FRANCHISEE, CITY may charge FRANCHISEE for CITY'S costs incurred in such removal/disposal and for CITY'S costs of storage of the container. FRANCHISEE shall reimburse CITY for such costs within ten (10) days of the date of CITY'S invoice for such costs.
- c) For the purposes of this Section, "abandoned" includes:
 - (1) FRANCHISEE'S failure to remove the container within the time period specified by the City Council upon termination of this Agreement;

- (2) FRANCHISEE's failure to remove the container within a reasonable period after the expiration of this Agreement except in the case where FRANCHISEE has been granted an extension of the term of this Agreement or FRANCHISEE has been granted a subsequent Garbage, Recycling and Organics Recycling Collection Franchise authorizing FRANCHISEE to Collect and transport the type or types of Garbage, Recyclable Materials or Organic Recyclable Materials for which the container was used pursuant to this Agreement.
- (3) FRANCHISEE'S failure to dispose of the contents of the container within five (5) days after the Public Works Director issues written notice to FRANCHISEE to dispose of the contents.

Section 24. FRANCHISEE Provided Containers.

- a) General. FRANCHISEE shall equip and provide automatic lift containers, bins or roll-off bins for Commercial Collection Service designed and constructed to be watertight and prevent the leakage of liquids. Containers shall be sufficient to accommodate the quantity and type of Commercial Collection Service and Temporary C&D Debris Box Service to all its Customers. Upon request from CITY or Customer, FRANCHISEE shall provide locks and/or other suitable features to prevent theft of such materials.
- b) Cleaning, Painting, Maintenance. FRANCHISEE shall make reasonable efforts to replace, clean or repaint all containers as needed so as to present a clean appearance.
- c) Signage. FRANCHISEE shall place CITY-approved signage on all containers, bins and roll off bins. Containers must be clearly labeled and at a minimum will include FRANCHISEE's name, customer service number, and graphics indicating acceptable and unacceptable materials to be placed in each Container type. All containers shall prominently display the type of designated material for Source Separation.
- d) New Containers and Container Exchanges. All new accounts, and requests for Container exchanges from existing accounts will be done with Containers that meet SB 1383 color and labeling requirements. FRANCHISEE must comply with CalRecycle container requirements for colors, labels, and/or signage, as they may apply during the term of the Agreement.

Section 25. Signs.

FRANCHISEE shall have permanently displayed in a prominent place on the exterior of each truck used in the Collection, removal or transportation of Garbage, Recyclable Materials or Organic Recyclable Materials under this Agreement a sign which contains such information as is required by regulation of the city engineer adopted pursuant to the provisions of the California Code of Regulations, Title 14, Section 17344.

Section 26. Personnel.

- a) Driver Qualifications. FRANCHISEE agrees that all drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.
- b) Safety Training. FRANCHISEE shall provide suitable operational and safety training for all of its employees who use or operate vehicles or equipment for collection of Garbage, Recyclable Materials and Organic Recyclable Materials, or who are otherwise directly involved in such collection.

Section 27. Local Office.

FRANCHISEE shall at all times maintain a central office within CITY, or within the metropolitan area immediately adjacent to CITY, where a representative of FRANCHISEE can be reached by telephone 8:00 a.m. through 5:00 p.m., Mondays through Fridays, legal holidays excepted. Such office shall have a local telephone number so that Customers served by the FRANCHISEE may contact the FRANCHISEE without the necessity of making a long distance telephone call.

Section 28. Compliance with Law.

FRANCHISEE shall perform all Collection, transportation and disposal operations in accordance with applicable federal, state, and local law, including the Rancho Cordova Municipal Code, and in accordance with all regulations promulgated under such laws, and in accordance with the terms and conditions of this Agreement.

Section 29. Permits and Licenses.

FRANCHISEE shall obtain and maintain, at FRANCHISEE'S sole cost and expense, all permits and licenses applicable to FRANCHISEE'S operations under this Agreement required of FRANCHISEE by any governmental agency.

Section 30. Administrative Charges.

It shall be the duty of FRANCHISEE to perform services under this Agreement in such a manner as to ensure that services are of the highest caliber. In the event FRANCHISEE fails to perform the services set forth in this Agreement, CITY may assess administrative charges against FRANCHISEE in the following amounts:

a.	Failure to clean up spillage or litter caused by FRANCHISEE.	1 st violation \$200.00; 2 nd violation \$500.00; 3 rd violation \$1,000.00
b.	Failure to maintain equipment in a clean, safe, and sanitary manner.	1 st violation \$200.00; 2 nd violation \$500.00; 3 rd violation \$1,000.00

c.	Failure to have a vehicle operator properly licensed.	1 st violation \$200.00; 2 nd violation \$500.00; 3 rd violation \$1,000.00
d.	Failure to properly cover materials in Collection vehicles.	1 st violation \$200.00; 2 nd violation \$500.00; 3 rd violation \$1,000.00
e.	Failure to return CITY or CITY's representative calls, e-mails or correspondence two or more times within thirty (30) consecutive days	\$200.00 per occurrence
f.	Disposal of Source Separated Recyclable Materials, and/or Organic Recyclable Materials in a disposal facility or landfill without first obtaining the written permission of CITY.	\$500.00 per occurrence
g	Disposal of Drop Box Debris at any facility other than a City-Approved C&D Sorting Facility without first obtaining the written permission of CITY.	\$500.00 per occurrence
h.	Failure to deliver any Collected materials to a disposal facility, City-Approved Material Recovery Facility, City-Approved Organics Processing Facility or other processing facility as appropriate, except as otherwise expressly provided in this Agreement.	\$5,000.00 first failure; \$25,000.00 each subsequent failure
i.	Failure to submit complete and correct information or reports on time and in accordance with Section 8 and Section 18 of this Agreement.	\$50.00 per day for 1 – 15 business days delinquent; \$100 per day greater than 15 business days delinquent
j.	Failure to submit franchise fee payment in accordance with Section 8 of this Agreement.	\$100 per business day
k.	Failure to meet diversion requirements in accordance with Section 9 of this Agreement.	\$20.00 per one ton shortfall needed to meet 30% diversion requirement per quarter
l.	Failure to have Collection container compliant with SB 1383 specifications in Section 24.	\$50.00/each Collection Container not compliant.
m.	Failure to maintain call center hours as required by this Agreement.	\$100 per day.

n.	Operation of overweight Collection Vehicles, as set forth by Section 22.	\$500 per day per load after CITY has considered FRANCHISEE's reason for overweight vehicles.
o.	Failure to remove collection containers from Customer property within 10 business days following termination of Customer Service Agreement or notification from City Agreement Administrator of the approval for an Alternative Compliance or Exemption.	\$50 per day.
p.	Failure to comply with the requirements of this Agreement or Rancho Cordova Municipal Code not specified in items a. through n. following written notice from CITY to FRANCHISEE of deficiency.	\$250.00 per incident

Section 31. Changes in Law.

- a) CITY and FRANCHISEE understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require CITY to make changes or modifications in some of the terms, conditions or obligations under this Agreement. FRANCHISEE agrees that the terms and provisions of the Rancho Cordova Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of FRANCHISEE located within the CITY.
- b) FRANCHISEE shall not receive diversion credit for Designated Green Materials or other Designated Organic Recyclable Materials that are delivered to a City-Approved Organics Processing Facility or other facility for disposal if that facility uses such material for alternative daily cover and, as of that date, FRANCHISEE shall not report Designated Green Materials or other Designated Organic Recyclable Materials as diversion on its quarterly reports if such material is delivered to a City-Approved Organics Processing Facility or other facility for disposal if that facility uses such material for alternative daily cover.

Section 32. Default, Termination.

- a) Default. Except for the occurrence of Force Majeure, in the event of any material failure or refusal of FRANCHISEE to comply with any obligation or duty imposed on FRANCHISEE under this Agreement or the Rancho Cordova Municipal Code, the Public Works Director and FRANCHISEE shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the City Council shall have the right to terminate this Agreement if:

- (1) Following the ten (10) day meeting period described above, the Public Works Director shall have given written notice to FRANCHISEE specifying that a particular default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of FRANCHISEE, and
 - (2) FRANCHISEE fails to correct such default or fails to take reasonable steps to commence to correct such default within thirty (30) days from the date of the notice given by the Public Works Director under Section a. (1) above and FRANCHISEE thereafter fails to diligently continue to take reasonable steps to correct such default.
- b) The following events shall also constitute a material breach and default under this Agreement:
- (1) Misrepresentation. Any misrepresentation or disclosure made to CITY by FRANCHISEE in connection with or as an inducement to entering this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.
 - (2) Fraud or Deceit. If FRANCHISEE practices, or attempts to practice, any fraud or deceit upon CITY.
 - (3) Failure to Maintain Coverage. If FRANCHISEE fails to provide or maintain in full force and effect any of the insurance coverage as required by this Agreement.
 - (4) Violations of Regulation. If FRANCHISEE violates any permits, orders or filing of any regulatory body having jurisdiction over FRANCHISEE which violation or non-compliance materially affects FRANCHISEE'S ability to perform under this Agreement, provided that FRANCHISEE may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise shall be deemed to have occurred during the pendency of the contestation or appeal, to the extent FRANCHISEE is able to adequately perform during that period.
 - (5) Acts or Omissions. Any other act or omission by FRANCHISEE which materially violates the terms, conditions, or requirements of this Agreement, Rancho Cordova Municipal Code, AB 939, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if FRANCHISEE cannot reasonably correct or remedy the breach within the time set forth in such notices, if FRANCHISEE should fail to commence to correct or remedy

such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

- (6) Termination of Service. In the case of a breach related to the above Sections b. (1) through (5), and the breach continues for more than thirty (30) calendar days after written notice from the Public Works Director for the correction thereof, provided that where such breach cannot be cured within such thirty (30) day period, FRANCHISEE shall not be in default of this Agreement if FRANCHISEE shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and it continues such performance diligently until completed.
- c) Termination. Upon the occurrence of a material breach, the City Council shall have the right to terminate this Agreement. In the event FRANCHISEE fails to cure the material breach specified in a written notice from the Public Works Director, then failure to cure may result in a declaration of termination of this Agreement by CITY.
- d) Force Majeure. The performance of this Agreement may be discontinued or temporarily suspended in the event of Force Majeure. FRANCHISEE shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if FRANCHISEE'S performance is prevented or delayed by Force Majeure. For purposes of this Section, Force Majeure means acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or government restraint. Notwithstanding anything to the contrary herein, CITY and FRANCHISEE agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of FRANCHISEE and FRANCHISEE may make settlement thereof at such time and on any such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive FRANCHISEE of the benefit of this Section.
- e) The Public Works Director shall serve written notice, either personally or by registered or certified mail, postage prepaid of the termination of a Franchise under this Agreement to the last place of business of FRANCHISEE and FRANCHISEE shall cease operation under its Franchise within ten (10) calendar days.

Section 33. Conditions Upon Termination.

- a) In the event this Agreement is terminated:
- (1) FRANCHISEE shall have no right or authority to provide Commercial Collection Services in CITY.

- (2) FRANCHISEE shall, however, remain liable to CITY for any and all franchise fees that would otherwise be payable by FRANCHISEE, for any and all late payment charges and interest assessed pursuant to Section 8 of this Agreement and for any and all delinquent report charges assessed pursuant to Section 18 of this Agreement.
- (3) FRANCHISEE shall have a continuing obligation to submit to CITY all reports and forms required by Section 8 and Section 18 of this Agreement that relate to Commercial Collection Services performed by FRANCHISEE up to and including the date of termination.
- b) In the event this Agreement is terminated, then within the time period specified by the City Council and if directed by the Public Works Director, FRANCHISEE shall remove all of FRANCHISEE'S containers from all of FRANCHISEE'S Collection Service locations within the City and shall properly dispose or process all Garbage, Recyclable Materials and Organic Recyclable Materials in such containers.

Section 34. Notices.

Except as otherwise provided in this Agreement, all notices required by this Agreement shall be given by personal service, overnight delivery service, or by deposit in the United States mail, postage pre-paid and return receipt requested, addressed to the parties as follows:

To CITY: Director of Public Works
 Attn: Albert Stricker
 City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Email: recycle@cityofranhocordova.org
 Phone: (916) 851-8700

To FRANCHISEE: Name
 Company
 Address
 Email:
 Phone:

Notice shall be deemed effective on the date personally served or, if mailed, three days after the date deposited in the mail unless otherwise specified in this Agreement.

Section 35. Relationship of Parties.

The parties intend that FRANCHISEE shall perform the services required by this Agreement as an independent FRANCHISEE and not as an officer or employee of CITY nor as a partner of or joint venturer with CITY. No employee or agent of FRANCHISEE

shall be deemed to be an employee or agent of CITY and shall not obtain any rights to retirement benefits, worker's compensation benefits, or any other benefits which accrue to the employees of CITY by virtue of their employment with said agency. Except as expressly provided herein, FRANCHISEE shall have the exclusive control over the manner and means of conducting the Commercial Collection Services performed under this Agreement and all persons performing such services. FRANCHISEE shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents.

FRANCHISEE agrees that this Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, Franchisee, association, organization, or corporation. FRANCHISEE has not directly or indirectly colluded, conspired, connived or agreed with any person, partnership, FRANCHISEE, association, organization, or corporation to secure any advantage against CITY.

Section 36. Compliance with Law.

In providing the services required under this Agreement, FRANCHISEE shall at all times, at its sole cost, comply with all applicable laws of the United States, the State of California, CITY and other states, or counties which may have jurisdiction over any service provided in this Agreement and with all applicable regulations promulgated by any federal, state, regional or local administrative and regulatory agency, now in force and as they may be enacted, issued or amended during the term of this Agreement.

Section 37. Governing Law.

This Agreement, and all rights, obligations, duties, and liabilities pursuant to it, shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

Section 38. Jurisdiction.

The parties agree that any litigation concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Sacramento County, State of California, or in the United States District Court for the Eastern District of California to the fullest extent permissible by law. With respect to venue, the parties agree that this Agreement is made in and will be performed in the CITY. Each party consents to service of process in any manner authorized by California law.

Section 39. Assignment.

- a) FRANCHISEE acknowledges that this Franchise Agreement involves rendering a vital service to the businesses within CITY, and that CITY has franchised FRANCHISEE to perform the services specified herein based on: (1) FRANCHISEE'S experience, skill and reputation for conducting its Commercial Collection Services and Temporary C&D Debris Box Services in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good Garbage, Recyclable Materials and Organic Recyclable Materials management practices; and (2) FRANCHISEE's

financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing FRANCHISEE to perform the services to be rendered by FRANCHISEE under this Agreement.

- b) Any Franchise granted is a privilege to be held in trust by the original FRANCHISEE. This Franchise Agreement shall not be transferred, sold, leased, assigned, or relinquished, or delegated to another person, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy laws or otherwise, without the prior approval of the City Council. This restriction includes the transfer of ownership of FRANCHISEE, or a majority of the ownership or control of FRANCHISEE, or the conveyance of a majority of FRANCHISEE's stock to a new controlling interest. This Agreement shall become void upon the abandonment of same by FRANCHISEE. The City Council shall not unreasonably withhold approval of a Franchise assignment, provided that such assignment does not unreasonably impact competition and the assignee is qualified to perform its obligations as required by this Franchise Agreement and any implementing CITY ordinance.
- c) FRANCHISEE shall promptly notify the Public Works Director in writing in advance of any proposed assignment, sale, or transfer. In the event the City Council approves of any assignment, sale, or transfer, said approval shall not relieve FRANCHISEE of any of its obligations or duties under this Agreement unless this Agreement is modified in writing to that effect.

Section 40. Binding on Successors.

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.

Section 41. Waiver.

- a) The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.
- b) The subsequent acceptance by either party of any monies, which become due hereunder, shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

Section 42. FRANCHISEE'S Investigation.

FRANCHISEE has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

Section 43. Entire Agreement.

This Agreement, including any Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein.

Section 44. Interpretation.

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

Section 45. Amendment.

This Agreement may not be modified or amended in any respect except by a written agreement duly approved and signed by the parties.

Section 46. Severability.

If any nonmaterial provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

DRAFT

ITEM 9.4.

ATTACHMENT 2

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above

CITY OF RANCHO CORDOVA

FRANCHISEE

Cyrus Abhar, City Manager

Name
Title

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

5195835.4

Exhibit 1

**City of Rancho Cordova, CA
FRANCHISEE DIVERSION PLAN**

DRAFT

Exhibit 2
City of Rancho Cordova, CA
ANNUAL PLAN TEMPLATE
Due October 1st Annually

Please complete the following annual plan, detailing your compliance with requirements as provided in Section 9 and Section 18.

(1) Describe the methodology to meeting the City and State's diversion requirements as specified in Section 9 (30% diversion requirement).

(2) Provide a description of the following related to SB 1383 Covered Generators:

- a. Proposed methodology for identifying Covered Generators
- b. Proposed methodology for tracking compliant and noncompliant Covered Generators
- c. Proposed efforts for increasing subscription levels.

(3) Complete details for your Company's three education and outreach campaigns:

Campaign #1 – Directed to all customers specific to organics and recycling.

- a. Please provide the specific education and outreach material to be provided to all business customers:
- b. Please provide the specific education and outreach material to be provided to multifamily residential property customers:
- c. Please attach the signage that will be provided to customers for outdoor solid waste, recyclable material and organic recyclable material carts, bins and roll-off containers. How will these signs be attached to the carts, bins and roll off containers?
- d. Please attach the signage that will be provided to customers for indoor signage for garbage, recyclable material and organic recyclable material carts and bins. Will this be made available to customers online and/or printed? Free or at charge?

Campaign #2 – Directed to all non-compliant customers (those that do not have recycling and/or organics service and have not received an approved exemption from the City. If efforts for each service are different, please specify.

- a. Please provide the reinforcement mechanism you will use to follow-up with noncompliant businesses:
- b. Please provide the reinforcement mechanism you will use to follow-up with noncompliant multifamily residential properties:

Campaign #3 – Company's choice

- a. Please provide details about the additional education and outreach campaign that you plan to engage:

Exhibit 3
City of Rancho Cordova, CA
ANNUAL REPORT
Due March 1st Annually

Please complete the following report, detailing your compliance with requirements as provided in Section 18.

- 1. Report Back on 3 Campaigns** *(Please provide a status update of the efforts made during the previous calendar year to implement the campaigns as provided in your annual plan in October).*
 - Campaign #1 – Directed to all customers. If efforts for each law were different, please specify.
 - Campaign #2 – Directed to all non-compliant customers. If efforts for each law were different, please specify.
 - Campaign #3 – Company's choice
- 2. New Outreach Material Developed** *(Please indicate any outreach material that is new i.e. was created in previous calendar year –updates to existing outreach material to be mentioned in following question).*
- 3. Updates to Ongoing Outreach Material** *(Please indicate if/what updates were made to existing outreach material such as your website, annual print material, etc.).*
- 4. New Programs Developed** *(Please indicated any programs that were created in the previous calendar year - include description, dates performed, and outcomes of each program).*
- 5. Ongoing Program Updates** *(Please indicate any ongoing project updates – include a description, dates performed, and outcomes of each program).*
- 6. Events that were Provided Services** *(Please indicate any events within the City that you provided disposal or diversion services to – additionally, indicate any*

events that had over 2,000 event attendees + staff, AND admission price was charged – Include if/how waste was diverted at the event).

- 7. Provide an update on end-markets for Recyclable Materials and any identified fluctuations from the previous calendar year.**

Company: _____ Name (printed): _____

Signature: _____ Date: _____

Reminder: The City will send a follow-up reminder in September notifying of the annual plan requirements for the following year.

Exhibit 4

City of Rancho Cordova, CA

City-Approved Facilities and Sample Weight Tags

FRANCHISEE to provide copies of weight tags & list of facilities for processing and disposal – for City-Approval.

DRAFT

**City's Annual Expense Summary for
Commercial Solid Waste Program**

Expense Category	Annual Expense
City Staff	\$600,000
Legal and Consultants	\$114,000
Street Impact Fees	\$35,000
Street Tree Maintenance	\$45,000
Equipment and Materials	\$6,000
Total	\$800,000

MEMORANDUM



ITEM 9.5.

DATE: November 7, 2022
TO: Honorable Mayor and Council Members
FROM: Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION DECLARING THE CITY'S INTENTION TO IMPOSE AN ANNUAL STORMWATER UTILITY FEE FOR THE MAINTENANCE OF STORM DRAINAGE AND FLOOD PROTECTION SYSTEMS FOR THE SUN CENTER DRIVE WAREHOUSE PROJECT**

RECOMMENDATION

Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Sun Center Drive Warehouse project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the Council's intention to impose an annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system in the Sun Center Drive Warehouse project and set a public hearing for November 21, 2022 on the matter.

BACKGROUND

The Council previously approved the Sun Center Drive Warehouse project with a condition of approval which requires that the property owner fund operation and maintenance of the storm drainage system. This condition will be satisfied by participation in the City's Stormwater Utility Fee for storm drainage and flood protection services, which is the subject of this action.

Previously, projects were required to annex to the County's Stormwater Utility. Since the City has taken over drainage maintenance and operations services from the County, it was necessary to establish the Stormwater Utility District to fund drainage services to ensure compliance with new state and federal laws and regulations. The Stormwater Utility Fee was established on September 2, 2014, by Ordinance No. 7-2014.

DISCUSSION

The property owners have submitted a petition and waiver for the City to institute the proceedings to impose the Stormwater Utility Fee ([Attachment 5](#)). The Sun Center Drive Warehouse project is being annexed into the Stormwater Utility Fee ([Attachment 3](#)). The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood

protection improvements.

A “Rate Analysis Report” was adopted on August 7, 2014, by Resolution No. 103-2014. The report calculated the Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel. The maximum annual fee increases each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics. A sample of the Stormwater Utility Fees for Fiscal Year 2022-2023 is provided in Attachment 4.

In accordance with Article XIII D, the “Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee” as set forth in Attachment 2 and incorporated herein by reference (the “Procedures”).

The Resolution (Attachment 1) sets the public hearing at 5:30 p.m., or as soon thereafter as possible, on November 21, 2022, as the time and date for a hearing on the matters set forth therein and directs the City Clerk to give notice of the public hearing. Notice of the Public Hearing will be published in the Grapevine Independent as required by law.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the general fund. The annual stormwater utility fees collected are deposited into an enterprise fund specifically for the maintenance of the storm drainage and flood protection system.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution
3. Annexation Boundary Map
4. Stormwater Utility Fee- Rate Sheet FY22-23
5. Petition w Waivers

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DESIGNATING A TIME AND PLACE FOR HEARING PROTESTS
IN CONNECTION WITH THE ANNUAL STORMWATER UTILITY FEE FOR THE SUN
CENTER DRIVE WAREHOUSE PROJECT**

WHEREAS, the Stormwater Utility Fee was established on September 2, 2014 by Ordinance No. 7-2014 to fund services and facilities furnished by the City in connection with its storm drain system. The Proposed Stormwater Utility Fee may be billed through the County Utility Billing Service (CUBS) as part of the consolidated utility bill or may be collected on the County of Sacramento tax roll, commencing in Fiscal Year 2022-2023, in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City in the manner prescribed by Sections 5471 et seq. of the California Health and Safety Code; and

WHEREAS, this Council has caused a written report entitled, "Rate Analysis Report", dated August 7, 2014, (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Proposed Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et seq.) (the "Implementation Act") imposes certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Article XIII D), such as the Proposed Stormwater Utility Fee, including the requirement to conduct a protest hearing and balloting for consideration of the Proposed Stormwater Utility Fee. In accordance with Article XIII D and the Implementation Act, the City Council hereby approves the "Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee" as set forth in Exhibit A and incorporated herein by reference (the "Procedures"); and

WHEREAS, this Council has received petitions and waivers from the owners of 100% of the area of land proposed to be included in the Proposed Stormwater Utility Fee in which the Petitioner has waived all notices of hearings and all published notices regarding the establishment of the stormwater utility fee, notices of election, and applicable waiting periods.

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

1. The foregoing recitals are true and correct and incorporated herein.
2. Notice is hereby given that the City Council designates Monday November 21, 2022, at the hour of 5:30 p.m., in the Council Chambers, City Hall, 2729 Prospect Park Drive, Rancho Cordova, California, as the time and place for a public hearing on the above-described written report and protests or objections to the imposition of the proposed Stormwater Utility Fee. At the above-described public hearing, all interested persons

shall be afforded the opportunity to hear and be heard, and the City Council shall consider all protests against the Proposed Stormwater Utility Fee. If written protests against the Stormwater Utility Fee are presented by a majority of owners of the Identified Parcels, the City shall not impose the Proposed Stormwater Utility Fee. In the absence of a majority protest, the City Council may submit the Proposed Stormwater Utility Fee to a vote of the property owners in accordance with Article XIII D of the California Constitution.

3. The City Clerk is hereby authorized and directed to give notice of the above-described public hearing in accordance with law and the Procedures.
4. Reference is hereby made to the Written Report described in Section 2 hereof, which is on file in the office of the City Clerk, for a full and detailed description of the Proposed Stormwater Utility Fee upon parcels of land within the City.
5. The City Council hereby designates Elizabeth Sparkman, Community Development Director, telephone number, (916) 851-8714 to answer inquiries regarding the public hearing, protest proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

EXHIBIT "A"

PROCEDURES FOR THE CONDUCT OF A
PROTEST HEARING AND VOTE RELATING TO A PROPOSED
STORMWATER UTILITY FEE

The following Procedures have been adopted by the City Council of the City of Rancho Cordova for the purpose of conducting a protest hearing required by Article XIII D of the California Constitution for consideration of the imposition of a proposed Stormwater Utility Fee (the "Proposed Stormwater Utility Fee").

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F. Conduct Property Owner Vote; Determination of a Majority Protest	Page 4

A. Written Report

The City shall cause to be prepared a written report ("Written Report"), which shall contain a list of all parcels to which the Proposed Stormwater Utility Fee will apply (the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each Identified Parcel for Fiscal Year 2020-2021.

The Written Report shall be placed on file in the office of the City Clerk prior to the mailing of the Notice of Public Hearing on the Proposed Stormwater Utility Fee and shall remain available for public inspection.

B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee

Notice of the public hearing on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the public hearing to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

ITEM 9.5.

ATTACHMENT 2 Exhibit A to the Resolution

"Record Owner" means the owner of an Identified Parcel whose name and address appears on the last Sacramento County equalized secured property tax assessment roll (the "Assessment Roll"), or in the case of any public entity, the State of California, or the United States, means the representative of that public entity at the address of that entity known to the City.

Notices shall be mailed to the Record Owners of the Identified Parcels, addressed to the names and addresses as they appear on the Assessment Roll, and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the City. In addition, notices shall be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the City Clerk, if different than shown on the Assessment Roll.

Each mailed notice shall contain all of the following:

- A reference to filing of the Written Report;
- A reference to the proposed ordinance imposing the Proposed Stormwater Utility Fee and providing for the collection of the Fee on the County tax roll;
- The amount of the Proposed Stormwater Utility Fee to be imposed upon the Identified Parcel covered by the notice;
- The basis upon which the amount of the Proposed Stormwater Utility Fee was calculated;
- The reason for the Proposed Stormwater Utility Fee;
- A statement that the Proposed Stormwater Utility Fee may be collected as part of a consolidated utility bill via CUBS or on the County of Sacramento tax roll each year, commencing with Fiscal Year 2021-2022.
- The effect of a majority protest; and
- The date, time and location of a public hearing on the Proposed Stormwater Utility Fee.

The City Clerk, or the designee of the City Clerk, may certify the proper mailing of notices by an affidavit, which shall constitute conclusive proof of mailing in the absence of fraud.

Failure of any person to receive notice shall not invalidate the proceedings.

Notice of the filing of the Written Report and the public hearing shall be published once a week for two successive weeks in the Grapevine Independent, with the first publication at least fourteen (14) days prior to the date of the public hearing, and with at least five (5) days intervening between the first and second publications. The published notice may be waived by unanimous consent of the property owners.

C. Eligibility to File a Protest

The Assessment Roll shall be presumptive evidence of ownership of an Identified Parcel for protest purposes.

ITEM 9.5.

ATTACHMENT 2 Exhibit A to the Resolution

If the owner of any Identified Parcel is not shown on the Assessment Roll, such owner may file a protest for such parcel by filing with the City Clerk a proxy from the Record Owner in a form satisfactory to the City Attorney or evidence of ownership satisfactory to the City Attorney. Any such proxy or evidence must be received by the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a partnership, as community property, in joint tenancy, or as a tenancy in common, any partner, spouse, joint tenant, or tenant in common, as the case may be, may file a protest for such parcel.

An executor, administrator, or guardian may file a protest for an Identified Parcel on behalf of the estate it represents. If such representative is shown on the Assessment Roll as paying taxes and assessments levied against the parcel, that fact shall establish the right of such representative to file the protest. If such representative is not shown on the Assessment Roll, the representative must file with the City Clerk written documentation satisfactory to the City Attorney establishing the legal representation. Any such documentation must be filed with the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a corporation or unincorporated association, a protest may be filed by any person authorized in writing by the board of directors or trustees or other managing body thereof to take such actions. The corporation or unincorporated association must file with the City Clerk written authorization satisfactory to the City Attorney. Any such written authorization must be filed with the City Clerk prior to the conclusion of the public hearing.

D. Submission of Written Protests

Written protests may be mailed (via U.S. mail) to the City Clerk at City Hall or delivered in person to the City Clerk at City Hall or at the public hearing.

No protests delivered via e-mail will be counted for purposes of determining whether a majority protest exists, but the City Council may, in its discretion, consider such protests in making determinations regarding the Proposed Stormwater Utility Fee

Each written protest must identify the property covered by the protest and be signed.

No protest received after the close of the public hearing shall be counted in determining the existence of a majority protest. The last pick up by the City Clerk of protests mailed or delivered to City Hall will occur at 5:30 p.m. on the date scheduled for the public hearing. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the public hearing, such protests must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the public hearing. The City Clerk shall endorse on each written protest the date it is filed with the City. The City Clerk shall identify any protests which are received after the close of the public hearing.

Written protests may be withdrawn in writing at any time before the conclusion of the public hearing by the person who submitted the written protest.

For purposes of determining whether a majority protest exists, only one protest for each Identified Parcel will be counted.

All written protests shall be considered public records.

E. Conduct of the Public Hearing: Determination of a Majority Protest

1. At the time, date and place fixed for the public hearing, the City Council shall:
 - (i) Conduct a public hearing pertaining to the Proposed Stormwater Utility Fee;
 - (ii) Hear all persons interested in the matter of the Proposed Stormwater Utility Fee; and
 - (iii) Receive all written communications regarding the Proposed Stormwater Utility Fee.
2. The public hearing may be continued from time to time, as the City Council determines is necessary to complete its consideration of the Proposed Stormwater Utility Fee.
3. If the City Council determines at the close of the public hearing that written protests have been presented, and not withdrawn, by a majority of owners of the Identified Parcels (i.e., there is a majority protest), the Proposed Stormwater Utility Fee shall not be approved.
4. If the City Council determines at the close of the public hearing that there is not a majority protest, the City Council may:
 - (i) Remedy and correct any clerical error in the Written Report or otherwise modify the Written Report; provided that any such modification or correction shall not result in a Proposed Stormwater Utility Fee for any Identified Parcel which is greater than the amount shown in the notice of the public hearing that was mailed to the Record Owner of the Identified Parcel;
 - (ii) Confirm the Written Report, as originally filed or as amended in accordance with subparagraph (i), above;
 - (iii) Adopt a resolution calling for a property owner vote regarding the Proposed Stormwater Utility Fee.

F. Conduct Property Owner Vote: Determination of a Majority Consent

Pursuant to Government Code Section 53755.S(c), the proceedings described in this section shall not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

An election on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the election to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

Each mailed ballot shall contain all of the following:

- On the face of the envelope in which the notice of election and ballot are mailed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED."

- The ballot shall include the agency's address for return of the ballot, the date and location where the ballots will be tabulated, and a place where the person returning it may indicate his or her name, a reasonable identification of the parcel, and his or her support or opposition to the proposed fee. The ballots shall be tabulated in a location accessible to the public. The ballot shall be in a form that conceals its content once it is sealed by the person submitting it. The ballot shall remain sealed until the ballot tabulation commences.

No ballot received after the time of the ballot tabulation shall be counted in determining the existence of majority consent. The last pick up by the City Clerk of ballots mailed or delivered to City Hall will occur at 1:30 p.m. on the date scheduled for the election. To ensure that ballots which are mailed or delivered to City Hall are received by the City Clerk prior to the commencement of the ballot tabulation, such ballots must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the ballot tabulation. The City Clerk shall endorse on each ballot the date it is filed with the City. The City Clerk shall identify any ballots which are received after the commencement of the ballot tabulation.

An impartial person designated by the City who does not have a vested interest in the outcome of the proposed fee shall tabulate the ballots submitted in support of or opposition to the proposed fee. An impartial person includes, but is not limited to, the City Clerk. If the City uses City personnel for the ballot tabulation, or if the City contracts with a vendor for the ballot tabulation and the vendor or its affiliates participated in the research, design, engineering, public education, or promotion of the fee, the ballots shall be unsealed and tabulated in public view to permit all interested persons to meaningfully monitor the accuracy of the tabulation process.

The ballot tabulation may be continued to a different time or different location accessible to the public, provided that the time and location are announced at the location at which the tabulation commenced and posted by the City in a location accessible to the public. The impartial person may use technological methods to tabulate the ballots, including, but not limited to, punchcard or optically readable (bar-coded) ballots. During and after the tabulation, the ballots and, if applicable, the information used to determine the weight of each ballot, shall be treated as public records, subject to public disclosure and made available for inspection by any interested person. The ballots shall be preserved for a minimum of two years, after which they may be destroyed.

Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

At the time, date and place fixed for the ballot tabulation, the City Council shall direct the City Clerk to commence the ballot tabulation.

If there is no majority approval, the Stormwater Utility Fee shall not be imposed.

If majority approval exists, the City Council may impose the Stormwater Utility Fee pursuant to the Ordinance.

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 35
SUN CENTER DRIVE WAREHOUSE

**Legend**

-  Annexation Boundary
-  Parcel Boundary

Stormwater Utility Fee

Sample of the Stormwater Utility Fees for Fiscal Year **2022-2023**:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$143.40
Single Family Residential (SFR2)	0.22	\$157.73
Single Family Residential (SFR3)	0.30	\$168.51
Single Family Residential (SFR4)	0.40	\$179.24
Single Family Residential (SFR5)	1.00	\$179.24
Multi-Family Residential (MFR1)	5.00	\$1,254.93
Commercial	1.00	\$1,344.58
Industrial	1.00	\$1,434.24
Schools	5.00	\$896.39
Private Recreation	1.00	\$448.17
Parks/Greenbelts	2.00	\$179.24
Public Property (with structures)	2.00	\$537.81

**CITY OF RANCHO CORDOVA
PETITION
(With Waivers)
Related to the Imposition of a Stormwater Utility Fee
and Other Related Matters**

This is a petition to impose a stormwater utility fee and related matters under the Health and Safety Code and Article XIID of the California State Constitution and it states as follows:

1. Petitioner. This Petition is submitted by the person (the "Petitioner") (whether one or more) identified below as or for the record owner(s) of the parcels of land identified below (the "Property"). The Petitioner warrants to the City that the Petitioner is such owner or is legally authorized to execute this Petition for and on behalf of such owner(s).

2. Proceedings Requested. This Petition asks that the City Council undertake proceedings under the Health and Safety Code and Article XIID of the California State Constitution to impose a stormwater utility fee.

3. Boundaries. This Petition asks that the territory to be included consist of that shown on a map of the proposed area of the stormwater utility fee described in Exhibit "A" and attached hereto and made a part hereof and which map includes the Property.

4. Purpose. This Petition asks that the stormwater utility fee be created, and the fee be levied to finance all or a part of the storm and flood protection services.

5. Waivers. To expedite the completion of the proceedings, the Petitioner waives all notices of hearing and all published notices regarding the establishment of the stormwater utility fee, notices of election, applicable waiting periods for the holding of any public hearing and for election and all ballot arguments and analysis for the election, it being acknowledged by the Petitioner that all such notices are for the benefit of the Petitioner and may be waived.

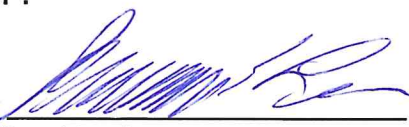
The Property that is subject to this petition is identified as:

County of Sacramento Assessor's Parcel Numbers:

072-0490-009-0000: The property consists of a total of 1.22 acres.

The Petitioner (record owner) of the Property is:

SFC Leasing L.P.

Signature of Petitioner: 
[Gregory E Leon, Vice President]

Date: 10/5/22

The address to which the ballots for the CFD elections are to be sent:

SFC Leasing L.P.
11390 White Rock Road
Suite 200
Rancho Cordova CA 95742
Attention: Gregory E Leon

ATTACHMENT 1

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 35
SUN CENTER DRIVE WAREHOUSE



MEMORANDUM



ITEM 9.6.

DATE: November 7, 2022
TO: Honorable Mayor and Council Members
FROM: Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION DECLARING THE RESULTS OF THE MAIL BALLOT ELECTION FOR RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 31 FOR A PORTION OF THE RANCH PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the results of the mail ballot election concerning Transit-Related Services Special Tax Area Zone 31 establishing a special tax for transit services for a portion of the Ranch project.

BACKGROUND

On September 6, 2022, the City Council approved a Resolution that established Special Tax Zone No. 31, the boundaries of which will be contiguous to the boundaries of a portion of the Ranch project. On September 19, 2022, 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 31 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, 2023.

Elections Results

A ballot was mailed out to the property owners of the Ranch project following approval of the Ordinance. The mail-ballot election has been completed and the ballot tabulated by the City Clerk, Attachment 2. The property owner has approved the Ordinance and the tax will be applied to Zone 31.

FISCAL IMPACT AND FUNDING SOURCE

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

ATTACHMENT(S)

1. Resolution
2. Ballots
3. Certified Ballot Results

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE ELECTION FOR
RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 31 FOR
A PORTION OF THE RANCH PROJECT**

WHEREAS, on September 6, 2022, the City adopted a Resolution, creating Special Tax Area Zone 31 within the Transit-Related Services Special Tax Area. Pursuant to the 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 31 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 19, 2022, the City adopted Ordinance No. 14-2022, which established a special tax for transit-related services in Zone 31, subject to landowner-voter confirmation; and

WHEREAS, Ordinance No. 14-2022 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, 2023; and

WHEREAS, a ballot was sent to the landowners of Zone 31, a portion of the Ranch project, which asked them a single question in the form of: "Shall Ordinance No. 14-2022 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 31 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 owners of the real property subject to the Transit-Related Services Special Tax Area Zone 31 has voted on the issue of whether to approve Ordinance No. 14-2022 and the City now wishes to declare the results of this transit-related services tax election for Zone 31.

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

1. The foregoing recitals are true and correct.
2. The City Clerk has tabulated the 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. 14-2022 authorizing a special tax in the portion of Transit-Related Services Special Tax Zone 31 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 31: 1 "yes"; 0 "no".

ITEM 9.6.

ATTACHMENT 1

3. In accordance with Ordinance No. 14-2022, the transit-related services special tax for Zone 31 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2023.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

**RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 31
THE RANCH PROJECT
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

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. The enclosed "Summary of Property Owner Ballot Procedures" has been provided to assist you in filling out the ballot. If there are two or more property owners, only one needs to sign and return the ballot.

Assessor's Parcel Numbers: 067-2410-001, 067-2410-002, 067-2410-003, 067-2410-006, 067-2410-007, 067-2410-008, 067-2420-003, 067-2420-004, 067-2420-005, 067-2420-006
Property Address: Chrysanthu and Rancho Cordova Parkway.
Designation: Vacant Land
Total Parcel(s) Area (acres): 99.03

Assessor's Parcel Numbers: 067-2410-001, 067-2410-002, 067-2410-003, 067-2410-006, 067-2410-007, 067-2410-008, 067-2420-003, 067-2420-004, 067-2420-005, 067-2420-006

Owner Name: K.HOVNANIAN AT JAEGER RANCH, LLC

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No. ~~14~~ 2022 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 31 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.

8/25/22
Date

Timothy J Collia
Printed Name

[Signature]
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. Tuesday, August 16, 2022.

Return to:

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

This special tax ballot is for the use of the property owner of the parcel identified below, which parcel is located within the proposed Rancho Cordova Transit-Related Services Special Tax Area Zone 31, City of Rancho Cordova, County of Sacramento, State of California. Contact the City Clerk, at (916) 851-8700, if the name set forth below is incorrect or if you are no longer the owner representative of this parcel. This special tax ballot may be used to express either support for, or opposition to, the proposed special tax. In order to be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person.

SUMMARY OF PROPERTY OWNER BALLOT PROCEDURES

1. Mark your vote on the enclosed Property Owner Ballot by placing an "X" in the appropriate box.
2. Mark, sign and date your Property Owner Ballot in ink. Property Owner Ballots received without a signature will not be counted. Do not use pencil.
3. Place your ballot in an envelope and seal the envelope.
4. Property Owner Ballots may be mailed or hand delivered to the City Clerk's office at 2729 Prospect Park Drive, Rancho Cordova, CA 95670.
5. The City **MUST** receive all Property Owner Ballots before by 1:30 p.m. Tuesday, August 16, 2022. Any Property Owner Ballot received after this time cannot legally be counted. **Postmarks will not be accepted, and ballots received after the deadline will not be counted.** (Property Owner Ballots may be delivered to the City Clerk prior to this date and time during normal business hours.)
6. The tabulation of Property Owner Ballots will be performed by the City Clerk after 1:30 p.m. on Tuesday, August 16, 2022.
7. The City Clerk shall not disclose the contents of any ballot in such a way as to identify how a property owner voted until the ballots become public record.
8. The City Council may establish the Rancho Cordova Transit-Related Services Special Tax Area Zone 31 only if a majority of the Property Owner Ballots returned are in favor of the Fee.

The City of Rancho Cordova complies with the Americans with Disabilities Act. If you are a qualified individual with a disability and need assistance with completing or returning the enclosed ballot, please contact the City Clerk's office at (916) 851-8720.

**RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 31
THE RANCH PROJECT
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

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. The enclosed "Summary of Property Owner Ballot Procedures" has been provided to assist you in filling out the ballot. If there are two or more property owners, only one needs to sign and return the ballot.

Assessor's Parcel Numbers: 067-2420-002, 067-2410-004, 067-2410-005

Property Address: Chrysanthy and Rancho Cordova Parkway.

Designation: Vacant Land

Total Parcel(s) Area (acres): 33.42

Assessor's Parcel Numbers: 067-2420-002, 067-2410-004, 067-2410-005

Owner Name: AG EHC II (HOV) CA 1 L.P., a Delaware limited partnership

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No 14-2022 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 31 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.

10/26/22

Date

Steven S. Benson, Manager of Essential Housing
Asset Management, LLC, an Arizona limited
liability company, Authorized Agent of EHC II
(HOV) CA 1, L.P. a Delaware limited partnership

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. Tuesday, August 16, 2022.

Return to:

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

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SUMMARY OF PROPERTY OWNER BALLOT PROCEDURES

1. Mark your vote on the enclosed Property Owner Ballot by placing an "X" in the appropriate box.
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6. The tabulation of Property Owner Ballots will be performed by the City Clerk after 1:30 p.m. on Tuesday, August 16, 2022.
7. The City Clerk shall not disclose the contents of any ballot in such a way as to identify how a property owner voted until the ballots become public record.
8. The City Council may establish the Rancho Cordova Transit-Related Services Special Tax Area Zone 31 only if a majority of the Property Owner Ballots returned are in favor of the Fee.

The City of Rancho Cordova complies with the Americans with Disabilities Act. If you are a qualified individual with a disability and need assistance with completing or returning the enclosed ballot, please contact the City Clerk's office at (916) 851-8720.

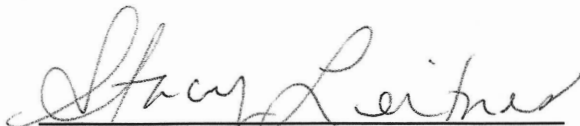
**CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE MAIL BALLOT ELECTION RETURN
FOR TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 31
IN THE CITY OF RANCHO CORDOVA**

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 31, on the day for the return of mailed ballot, October 21, 2022. 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: 2

Total "Yes" Ballots: 2

Total "No" Ballots: 0



Stacy Leitner, CMC
City Clerk

MEMORANDUM

ITEM 10.1.



DATE: November 7, 2022

TO: Honorable Mayor and Council Members

FROM: Chance Finley-Ross, Assistant Planner

**SUBJECT: MONTELENA VILLAGE 3 SUBDIVISION – MAJOR DESIGN REVIEW
AMENDMENT – PLND-0922-0053**

PROPERTY OWNER: Richmond American Homes 3200 Douglas Blvd, Suite 110 Roseville, CA 95661	APPLICANT/DEVELOPER: Jeremy Sutter 3200 Douglas Blvd, Suite 110 Roseville, CA 95661
PROJECT:	The Applicant, Richmond American Homes, is requesting a Major Design Review Amendment for the previously approved conditions of approval for the Montelena Village 3 subdivision. The proposed amendment will remove a condition of approval that limits the number of two-story homes that may be placed adjacently.
FILE:	PLND-0922-0053
LOCATION:	South of Douglas Road and West of Montelena Drive
ZONING:	RD-7 (Residential) within the Sunridge Specific Plan (SDSP)
APN:	067-2390-001 through -125
PLANNER:	Chance Finley-Ross, Assistant Planner

RECOMMENDATION:

Find the project is exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan. The project was analyzed as part of the Sunridge Specific Plan (SDSP) Environmental Impact Report (EIR); and adopt the Resolution for the Montelena Village 3 Major Design Review Amendment.

RESULT OF RECOMMENDED ACTION

Adoption of the above referenced resolution would approve the modification of Condition #15 requiring that no more than three, two-story homes be placed adjacently, as approved in the original conditions of approval for this project (Resolution 212-2021).

BACKGROUND

The Montelena subdivision is located within the Sunridge Specific Plan which was approved in July 2002 by Sacramento County as shown in **Figure 1: Montelena Subdivision Location**. The Specific Plan area includes residential, commercial, and open space throughout. The Montelena Village 3 subdivision is one village of the overall 10 villages of the Montelena Project,

City Council Staff Report - Page 2 of 5

Page 116 of 433



Figure 2: Villages Breakdown for Montelena



The original housing unit designs for Montelena Village 3 were approved in December of 2021. The approved project included 125 single-family homes with five floor plans ranging from 1,401 SF to 3,043 SF. Each floor plan is available in four different architectural styles which include farmhouse, craftsman, wine country, and prairie. It should be noted that Plan N901, Amethyst, is the only proposed single-story floor plan, while all other plans are two-story floor plans. All home elevations (front, side, & rear elevations) can be seen in the attached project plans ([Attachment 2](#)).

DESIGN REVIEW AMENDMENT PURPOSE:

Condition of Approval Modification

The Applicant is requesting to modify a previously approved Condition of Approval for the Montelena Village 3 project. As it is currently written, Condition #15 of the project requires that “no more than three, two-story homes be placed in a row”. For example, if Plan N923, Plan N913, and Plan N915 are placed in a row, a minimum of one Plan N901, single-story home would need to be placed adjacently in that row before another two-story plan is added.

This condition has been challenging to accommodate for the Applicant in the current market conditions, as the single-story layout significantly reduces the availability of yard space on the lots provided, and many of their prospective homebuyers are interested in homes that offer a greater number of bedrooms and provide more functional yard space. These conditions have resulted in a lack of demand for the single-story floor plan, which has created a burden for the Applicant to meet Condition #15 without delaying the project with standing inventory.

This condition comes from development standard number 75 outlined in the Sunridge Specific Plan, which states that two-story residences shall not be located on more than three adjacent lots along a street frontage. The City’s design guidelines also state that a minimum of one plan in each master home plan series shall be single-story. The Sunridge Specific Plan provides exceptions for development standards, stating that the applicable approval authority shall have the right to grant approval and variances to these standards where the proposed design is consistent with the intent of the Specific Plan and where requirements of zoning and improvement standards are not affected by granting the exception. The intent of the development standard and the design guideline is to provide more visual variety within the proposed development. Staff has reviewed this request and agrees that the intent of the Specific Plan and design guideline is still upheld, given that the Applicant will not be affecting zoning or improvement standards and will still provide the single-story option, should their clients wish to select the N901 floor plan as a buying option for a parcel that has not yet been plotted. The full condition of approval is shown in **Figure 3: Modified Condition** with the modification as requested by the applicant. All other original conditions of approval will continue to be upheld and enforced for the project.

Figure 3: Modified Condition

		Plan Layout and Architecture	Prior to Issuance of Building Permit	Planning
15.	The following criteria will be used to ensure the project meets the adopted design guidelines: • Two of the same architectural styles or color schemes shall not be placed next to each other. • No two of the same floor plans may be placed next to each other, unless they have different elevations. • No more than three, two-story homes shall be placed in a row. • No two floor plans with the 3 car garage option can be placed adjacent to each other.			

DESIGN REVIEW FINDINGS & EVIDENCE

Approval of the Major Design Review Amendment, subject to the Design Review Package (Attachment 2) and the Conditions of Approval (Attachment 3) must provide sufficient evidence for the Findings required by Zoning Code Section 23.141.050. Findings and supportive evidence are shown below:

- A. **Finding:** *The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.*

Evidence: The General Plan designation for the residential areas of Montelena Village 3 is Medium Density Residential (MDR). The MDR zone is generally characterized by small lot single-family detached/attached homes and small apartment complexes. The project will remain consistent with the Sunridge Specific Plan's intent, including the intent to encourage flexibility in site design and density in response to market needs, and will not have zoning or improvement standards affected by the modification of this condition. The intent of the City's Design Guidelines will still be upheld, in that the Applicant will continue to provide their single-story floor plan, Plan N901, as an option to their clients, which is consistent with the design guideline that states that a minimum of one plan in each master home plan series shall be single-story.

- B. **Finding:** *The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.*

Evidence: The applicant, Richmond American Homes, has presented a design package that includes five floor plans with four different architectural styles. The package also includes multiple color schemes as well as architectural options that create additional variation to the facades of the homes. Conditions of approval have been added to the project that require the applicant to alternate between floor plans and elevations to increase street variation throughout the subdivision.

- C. **Finding:** *The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.*

Evidence: The proposed architecture and landscaping are compatible with other adjacent villages of the Montelena project. The proposed farmhouse, craftsman, wine country, and prairie elevations are consistent with other subdivisions in the area as well as homes that will be adjacent within the same village. Elements such as wood siding, stone veneer, and shutters have been incorporated into the facades and help to maintain a consistent design concept throughout each elevation. This amendment will not change any architectural features of the previously approved homes.

- D. **Finding:** *The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.*

Evidence: The subdivision map was originally approved in 2006 and an amendment for Villages 3 & 5 with minor adjustments to the park and residential areas, was approved in 2013 prior to this Design Review. Vehicular, bicycle and pedestrian circulation were

studied and accepted as part of these prior approvals. The requested Design Review Amendment entitlement is only for the modification of a condition of approval and will not change any of the previously approved transportation modes of circulation.

ENVIRONMENTAL

The proposed project has been analyzed as part of the Sunridge Specific Plan Environmental Impact Report (EIR) and the Mitigated Negative Declaration (MND) for the Montelena Subdivision in compliance with the California Environmental Quality Act (CEQA). Since the proposed residential project is in conformity with what was reviewed as part of the Specific Plan EIR, the project is then exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan.

RECOMMENDED MOTION

Staff recommends that the City Council find the project categorically exempt from further CEQA review per CEQA Guidelines Section 15182 and adopt the Resolution approving the Major Design Review Amendment for Montelena Village 3 subject to the findings and Conditions of Approval (Attachment 2 and 3).

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution – Project Plans
3. Exhibit B to the Resolution – Modified Conditions of Approval

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL APPROVING A DESIGN REVIEW AMENDMENT
FOR MONTELENA VILLAGE 3 PROJECT NO. PLND-0922-0053**

WHEREAS, Richmond American Homes (hereinafter referred to as Applicant) was previously approved for a Major Design Review and Adjustment on December 20, 2021 (Resolution 212-2021) which included five new floor plans with four different architectural styles; and

WHEREAS, the Applicant has submitted an application to amend the previous approval to modify the original conditions of approval to remove the requirement for Condition #15 to require that no more than three, two-story homes be placed adjacently; and

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

WHEREAS, the project site was previously analyzed as a part of Sunridge Specific Plan Area Environmental Impact Report (EIR) adopted by the City of Rancho Cordova, thereby satisfying the requirements for the California Environmental Quality Act; and

WHEREAS, the proposed residential project is in conformity with what was reviewed as part of the Specific Plan EIR, and therefore is exempt under CEQA exemption 15182, Residential Projects Pursuant to a Specific Plan; 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, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

1. Determine the CEQA exemption 15182 is an adequate exemption according to the Guidelines of the California Environmental Quality Act.
 - A. **Finding:** The project site has been analyzed and is exempt per California Environmental Quality Act exemption 15182 Residential Projects Pursuant to a Specific Plan.

Evidence: The proposed project has been analyzed as part of the Sunridge Specific Plan Environmental Impact Report (EIR) and the Mitigated Negative Declaration (MND) for the Montelena Subdivision in compliance with the California Environmental Quality Act (CEQA). Since the proposed residential project is in conformity with what was reviewed as part of the Specific Plan EIR, the project is then exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan.
2. Approve the Design Review Amendment, subject to the Major Design Review Package (Exhibit A) and the Conditions of Approval (Exhibit B) as modified; supported by the following Findings and Evidence, as required by Zoning Code Section 23.141.070:

- A. **Finding:** *The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.*

Evidence: The General Plan designation for the residential areas of Montelena Village 3 is Medium Density Residential (MDR). The MDR zone is generally characterized by small lot single-family detached/attached homes and small apartment complexes. The project will remain consistent with the Sunridge Specific Plan's intent, including the intent to encourage flexibility in site design and density in response to market needs, and will not have zoning or improvement standards affected by the modification of this condition. The intent of the City's Design Guidelines will still be upheld, in that the Applicant will continue to provide their single-story floor plan, Plan N901, as an option to their clients, which is consistent with the design guideline that states that a minimum of one plan in each master home plan series shall be single-story.

- B. **Finding:** *The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.*

Evidence: The applicant, Richmond American Homes, has presented a design package that includes five floor plans with four different architectural styles. The package also includes multiple color schemes as well as architectural options that create additional variation to the facades of the homes. Conditions of approval have been added to the project that require the applicant to alternate between floor plans and elevations to increase street variation throughout the subdivision.

- C. **Finding:** *The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.*

Evidence: The proposed architecture and landscaping are compatible with other adjacent villages of the Montelena project. The proposed farmhouse, craftsman, wine country, and prairie elevations are consistent with other subdivisions in the area as well as homes that will be adjacent within the same village. Elements such as wood siding, stone veneer, and shutters have been incorporated into the facades and help to maintain a consistent design concept throughout each elevation. This amendment will not change any architectural features of the previously approved homes.

- D. **Finding:** *The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.*

Evidence: The subdivision map was originally approved in 2006 and an amendment for Villages 3 & 5 with minor adjustments to the park and residential areas, was approved in 2013 prior to this Design Review. Vehicular, bicycle and pedestrian circulation were studied and accepted as part of these prior approvals. The requested Design Review Amendment entitlement is only for the modification of a condition of approval and will not change any of the previously approved transportation modes of circulation.

ITEM 10.1.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

SEASONS AT MONTELENA

RANCHO CORDOVA, CALIFORNIA

AMETHYST, N901	(1,401 sf)
LAPIS, N915	(2,179 sf)
PEARL, N913	(2,381 sf)
TOURMALINE, N923	(2,652 sf)
AMMOLITE, N924	(3,043 sf)

ARCHITECTURAL STYLES

- A - FARMHOUSE
- B - CRAFTSMAN
- C - WINE COUNTRY
- D - PRAIRIE



Richmond American Homes
3200 Douglas Blvd, Suite 110, Roseville, California 95661
Web: richmondamerican.com



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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA
JOB # : 109-21153



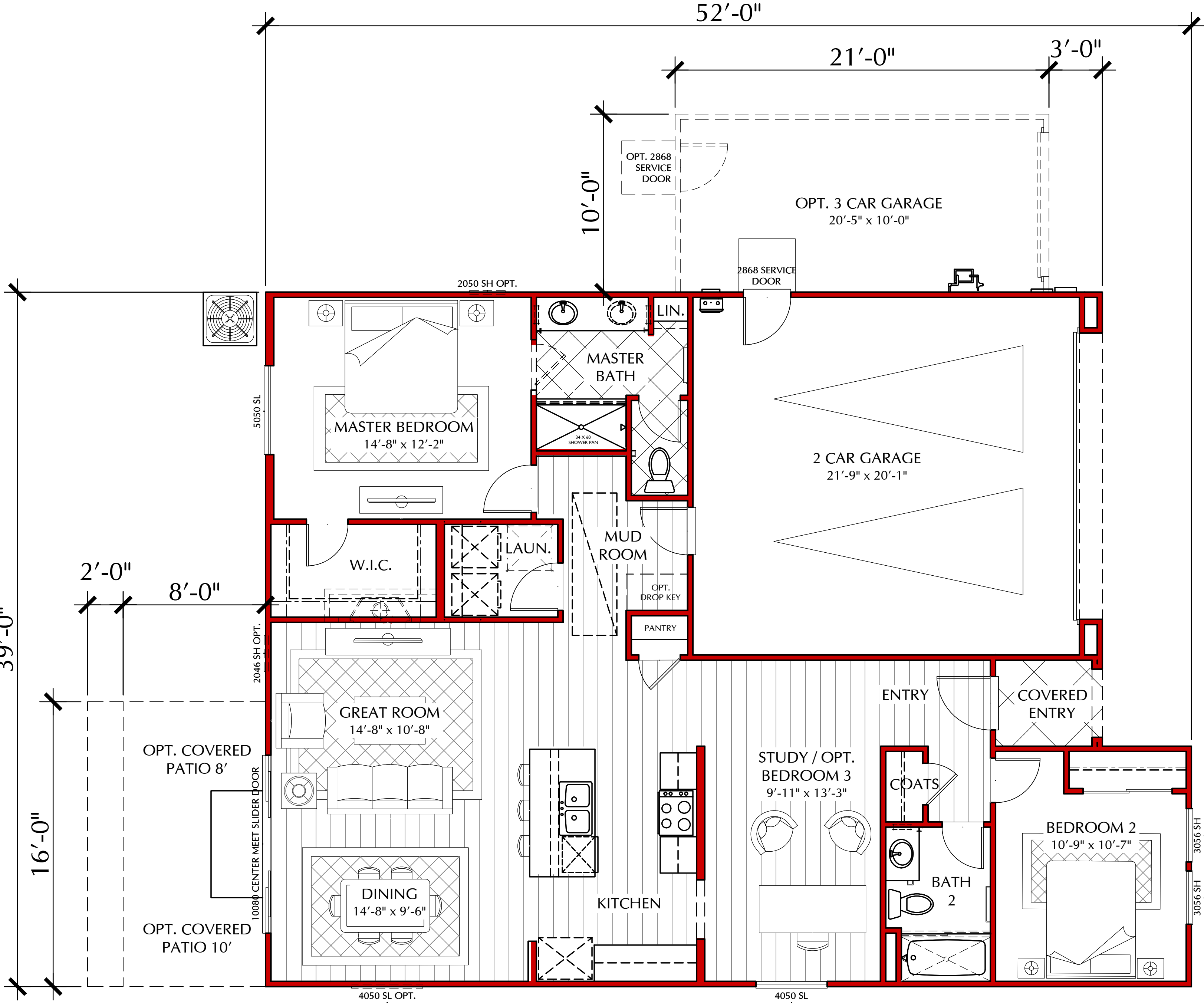
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N901 - AMETHYST

2 BEDROOMS / 2 BATHS / STUDY
2 CAR GARAGE

AREA TABULATION

FIRST FLOOR	1,401 S.F.
TOTAL	1,401 S.F.
COVERED ENTRY	29 S.F.
GARAGE (2 CAR)	450 S.F.
OPT. COVERED PATIO	160 S.F.
OPT. 1-CAR GARAGE	242 S.F.



N901 - AMETHYST
FLOOR PLAN

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

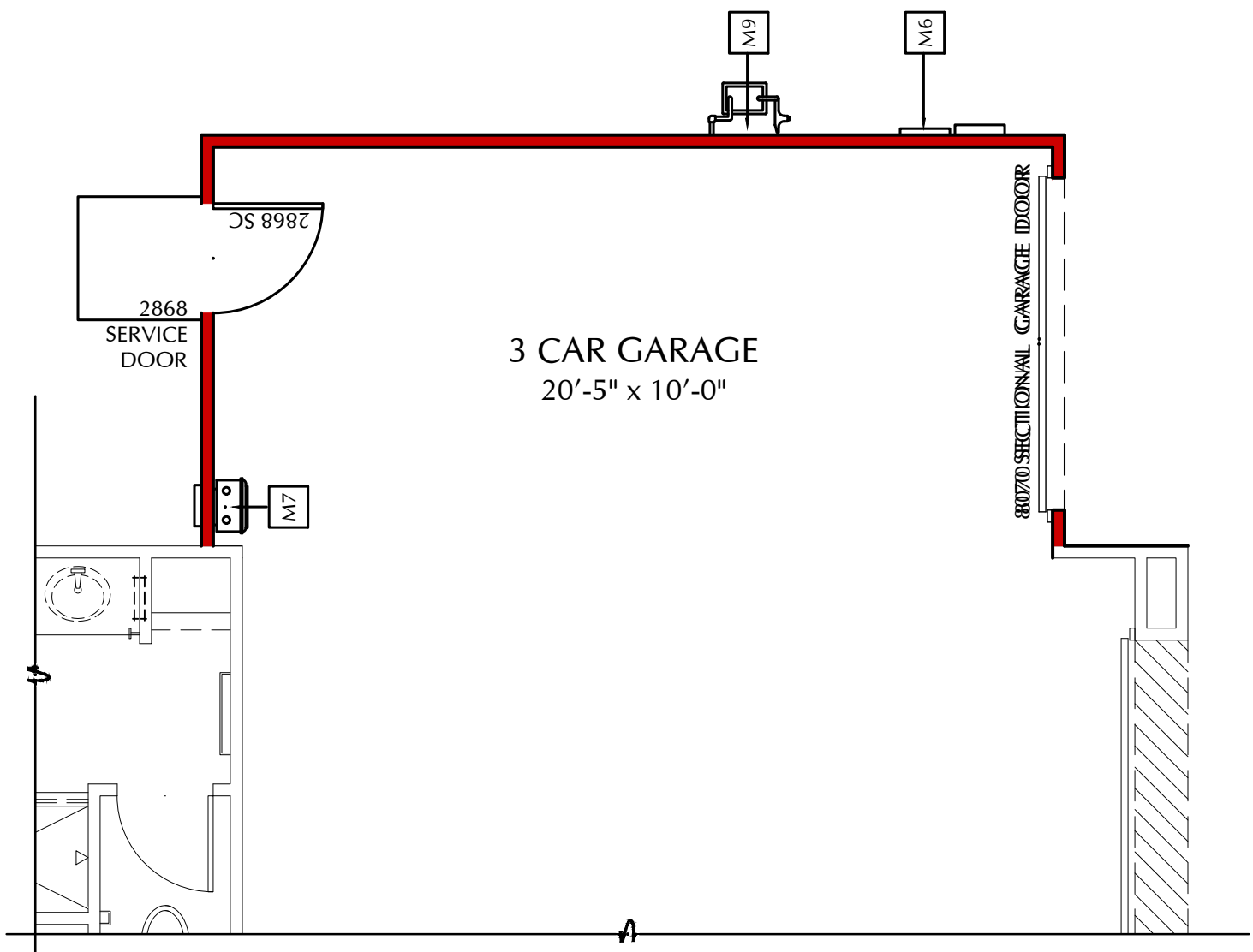
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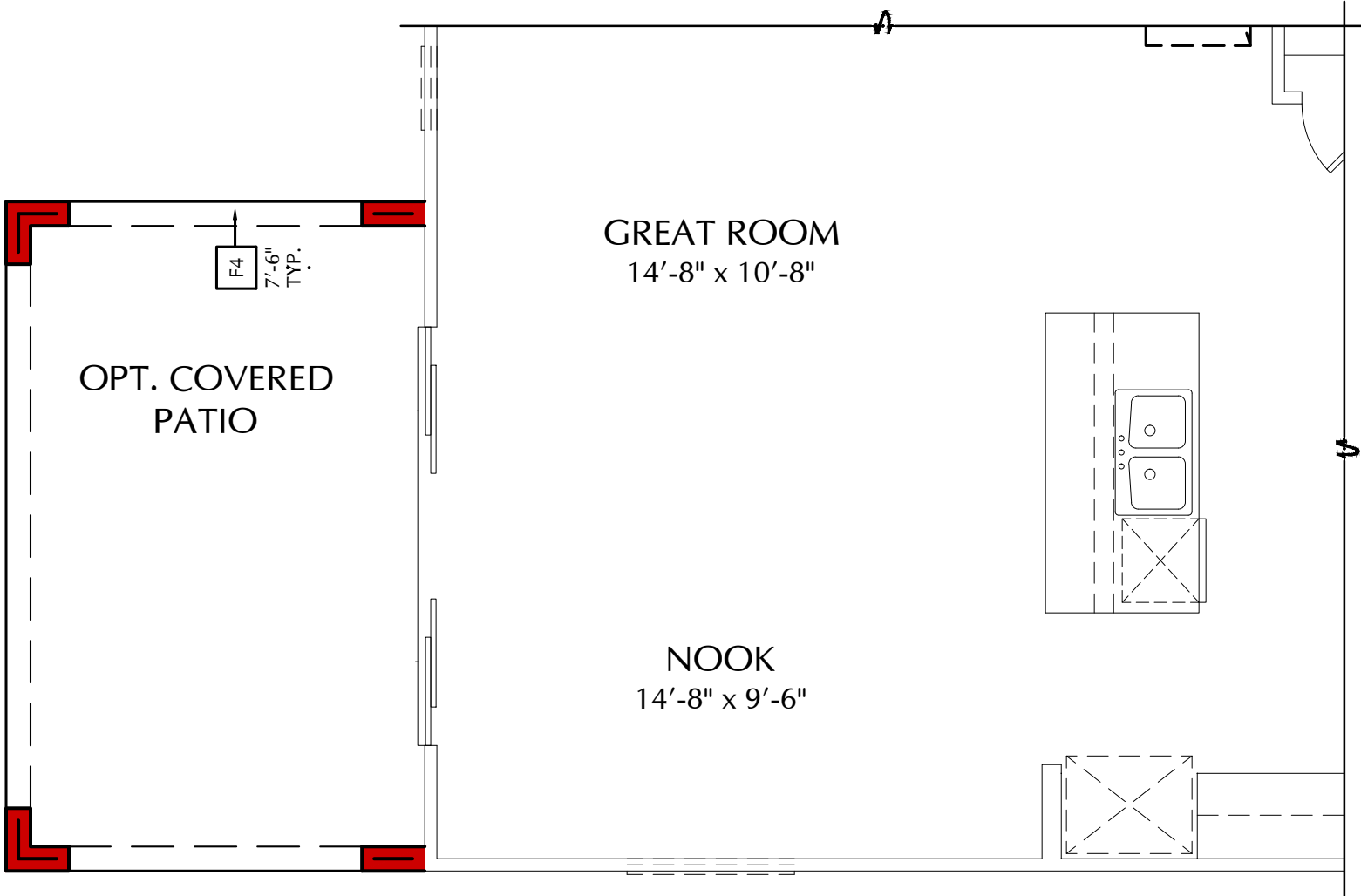


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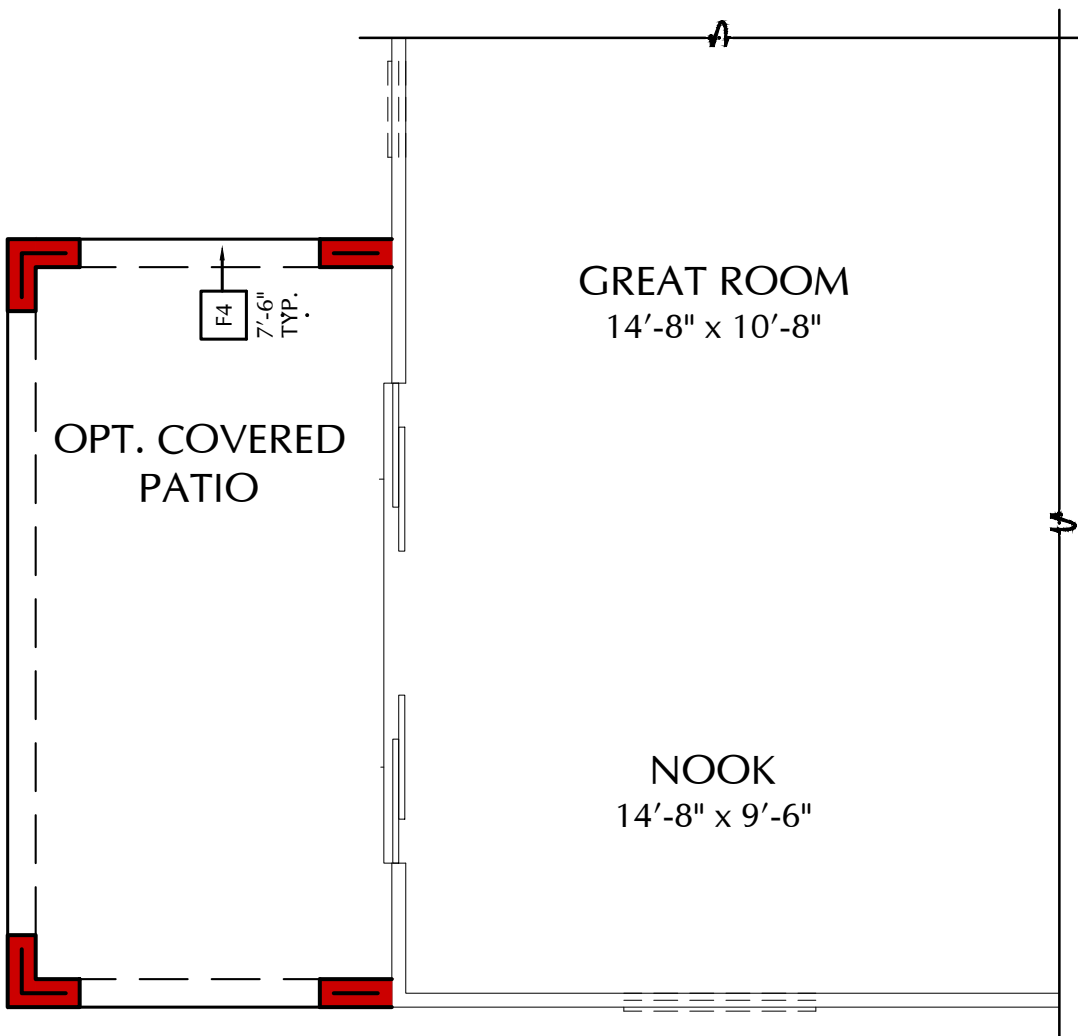
OPT. 3 CAR GARAGE PLAN N901

SCALE: 1/4"=1'-0"



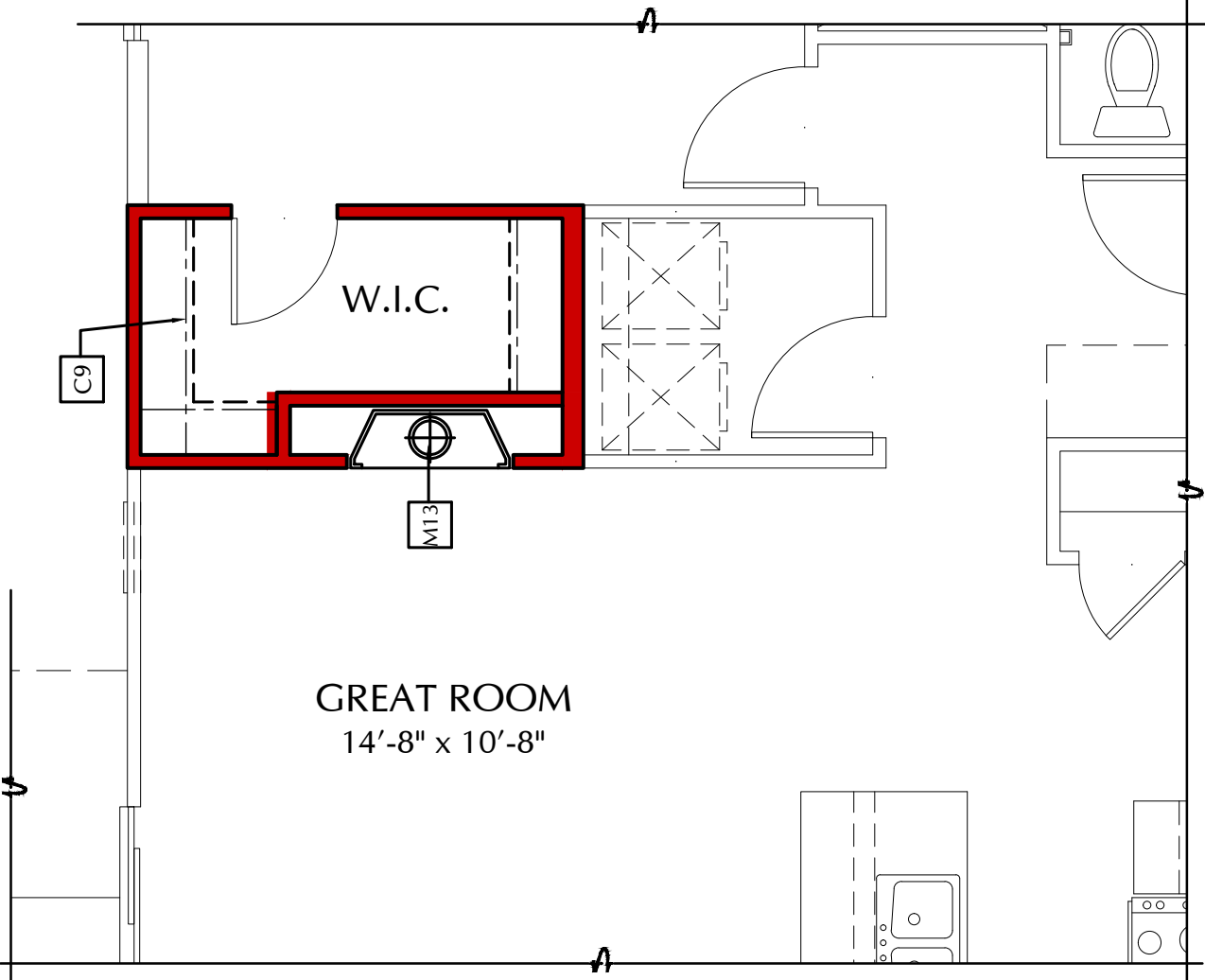
OPT. COVERED PATIO 10' DEEP PLAN N901

SCALE: 1/4"=1'-0"



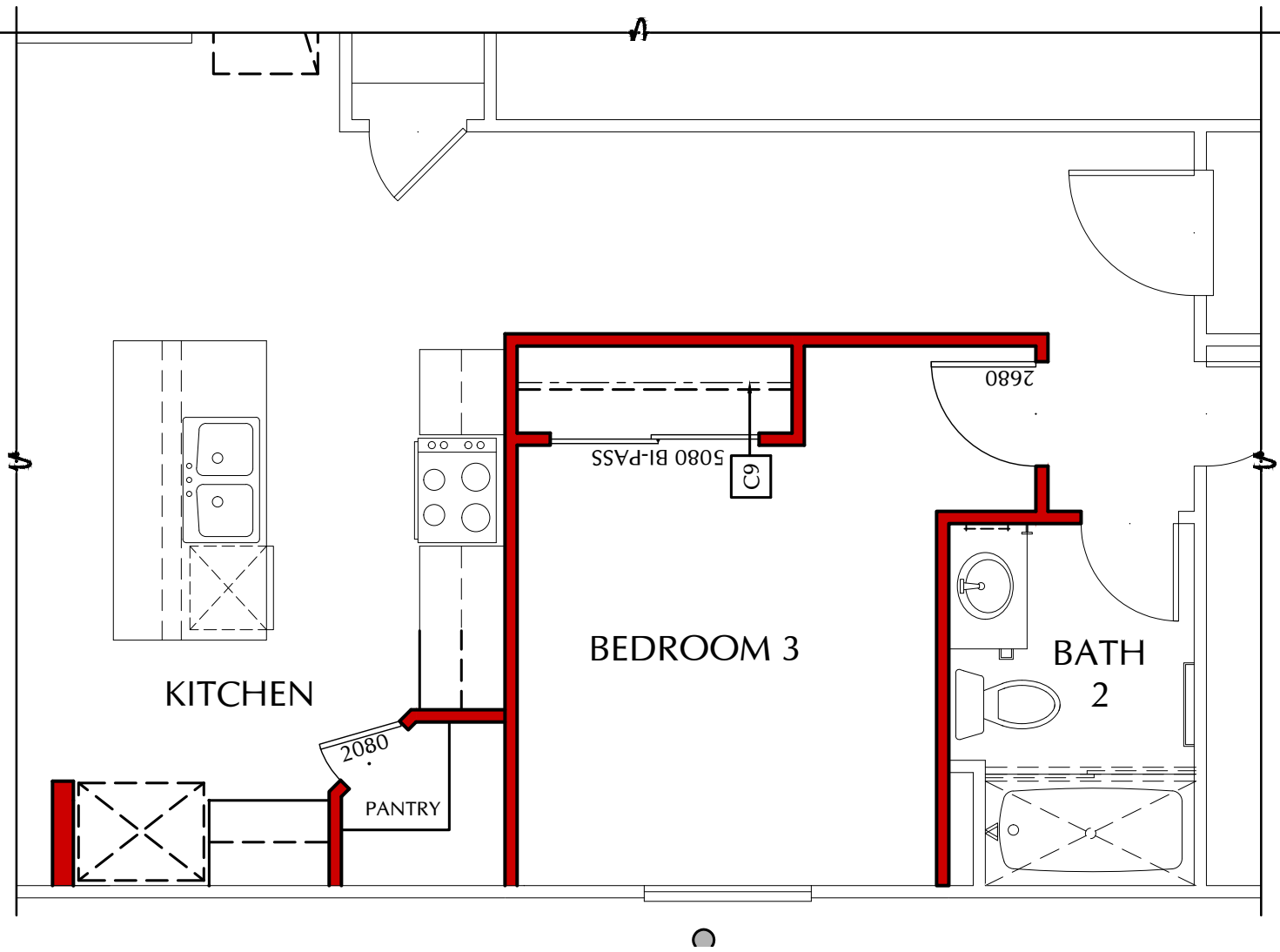
OPT. COVERED PATIO 8' DEEP PLAN N901

SCALE: 1/4"=1'-0"



OPT. FIREPLACE PLAN N901

SCALE: 1/4"=1'-0"



OPT. BEDROOM 3 PLAN N901

SCALE: 1/4"=1'-0"
0 2' 4' 8'

N901 - AMETHYST FLOOR PLAN

SEASONS AT MONTELENA RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153

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FARMHOUSE-A



CRAFTSMAN - B

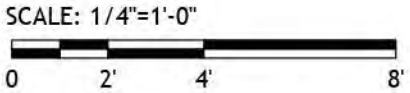


WINE COUNTRY - C



PRAIRIE- D

N901 - AMETHYST
FRONT ELEVATIONS



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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

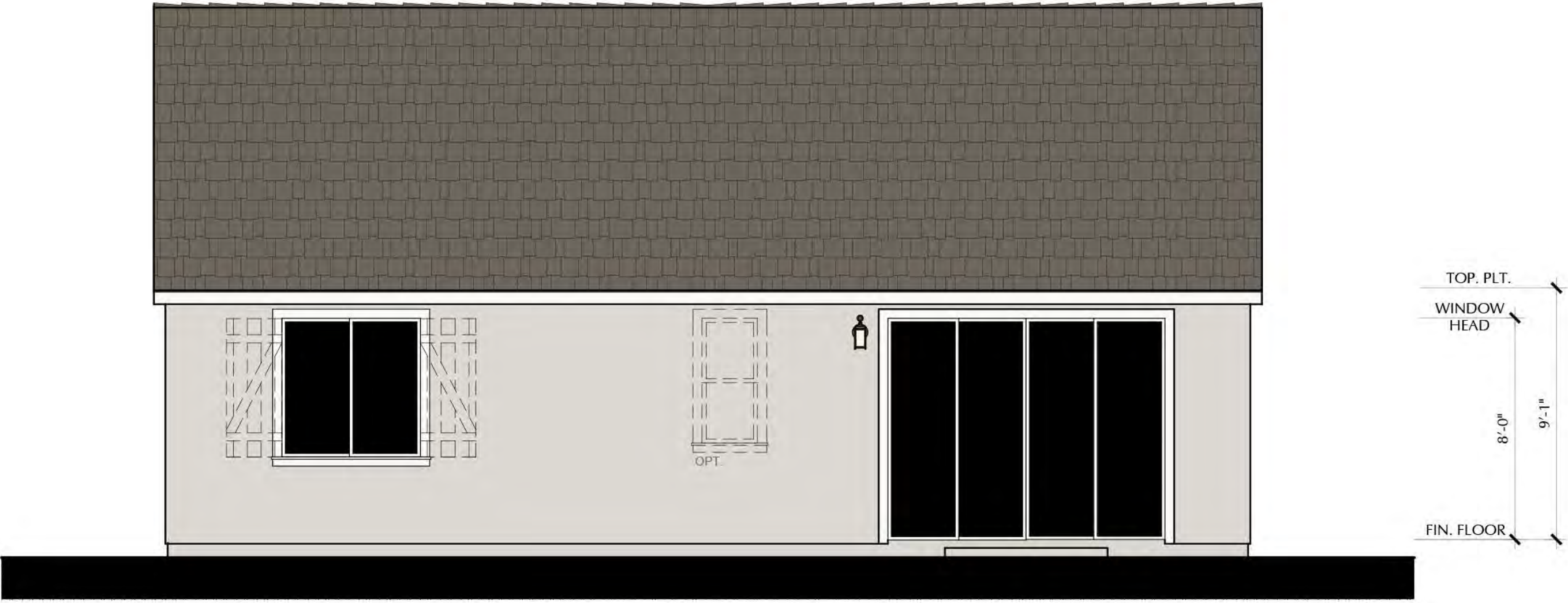
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FRONT ELEVATION - FARMHOUSE

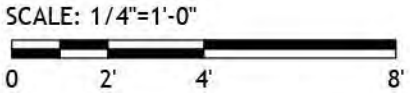


REAR ELEVATION - FARMHOUSE

N901 - AMETHYST
FRONT & REAR ELEVATIONS A

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

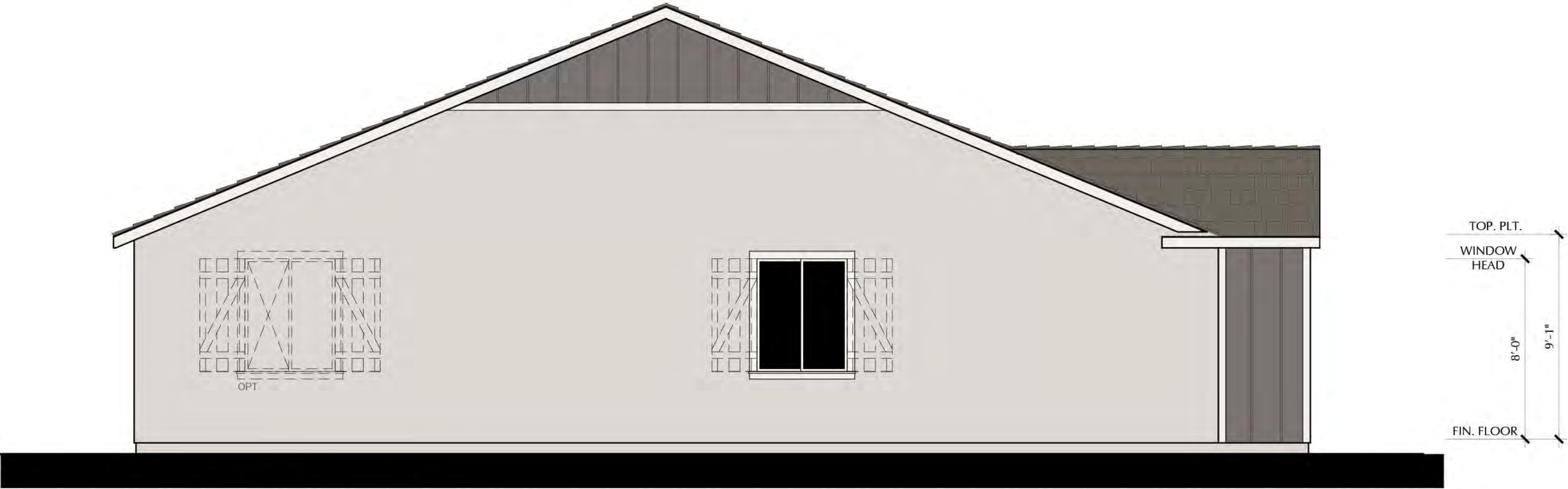
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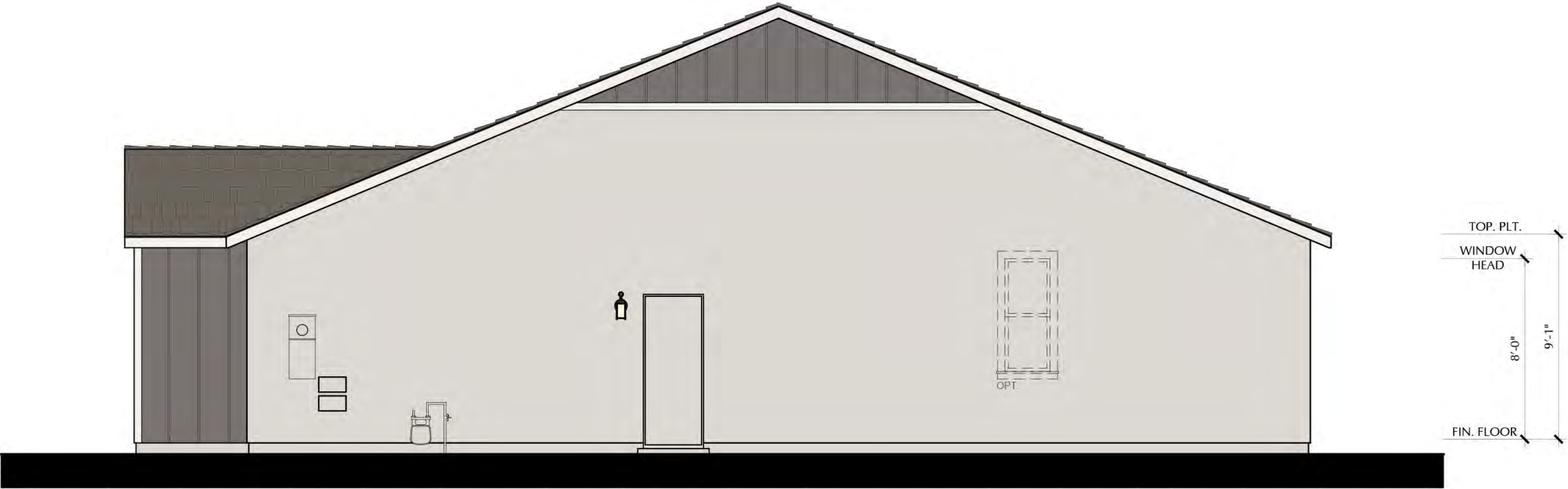
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LEFT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N901 - AMETHYST
SIDE ELEVATIONS A

SCALE: 1/4"=1'-0"
0 2' 4' 8'



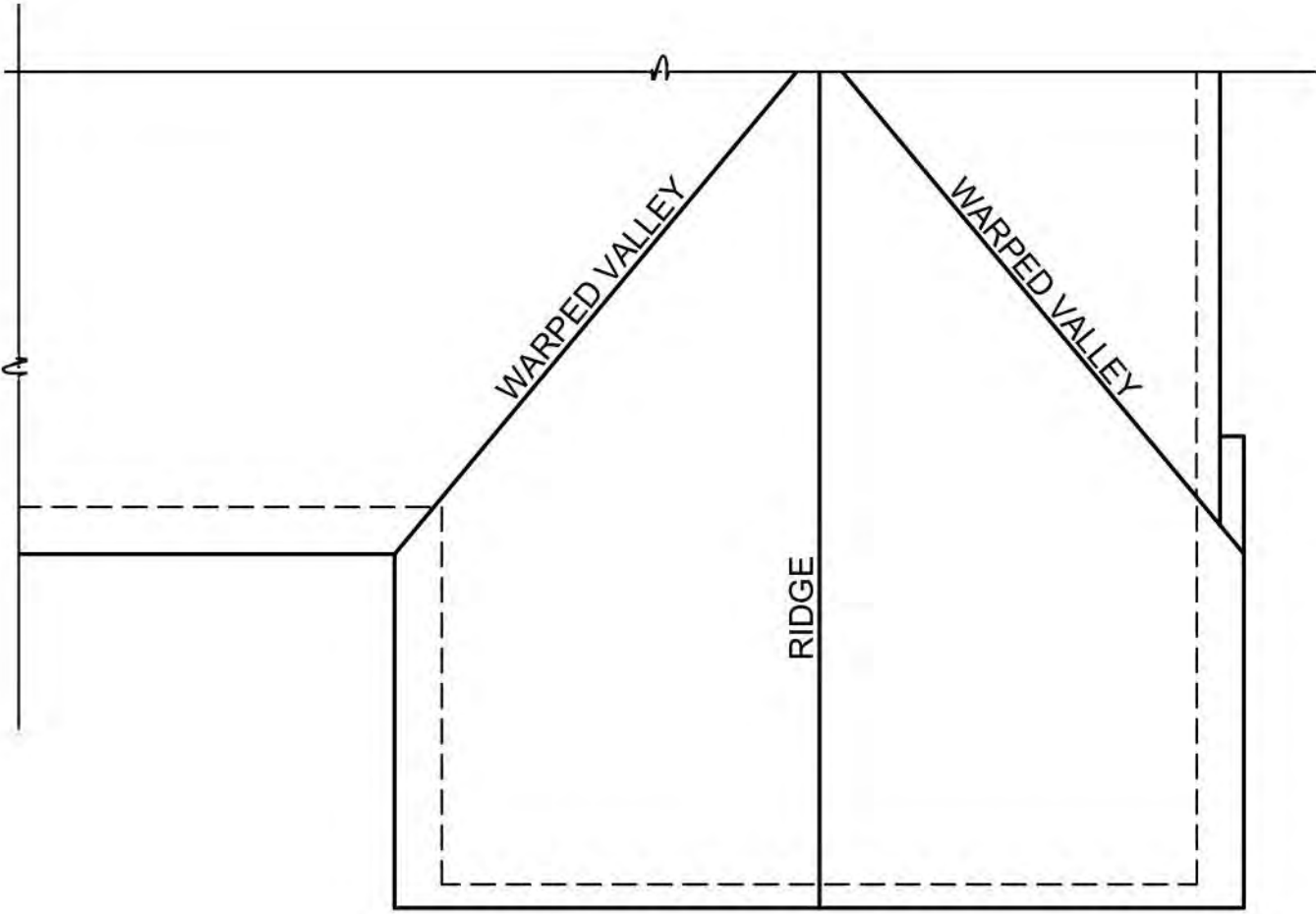
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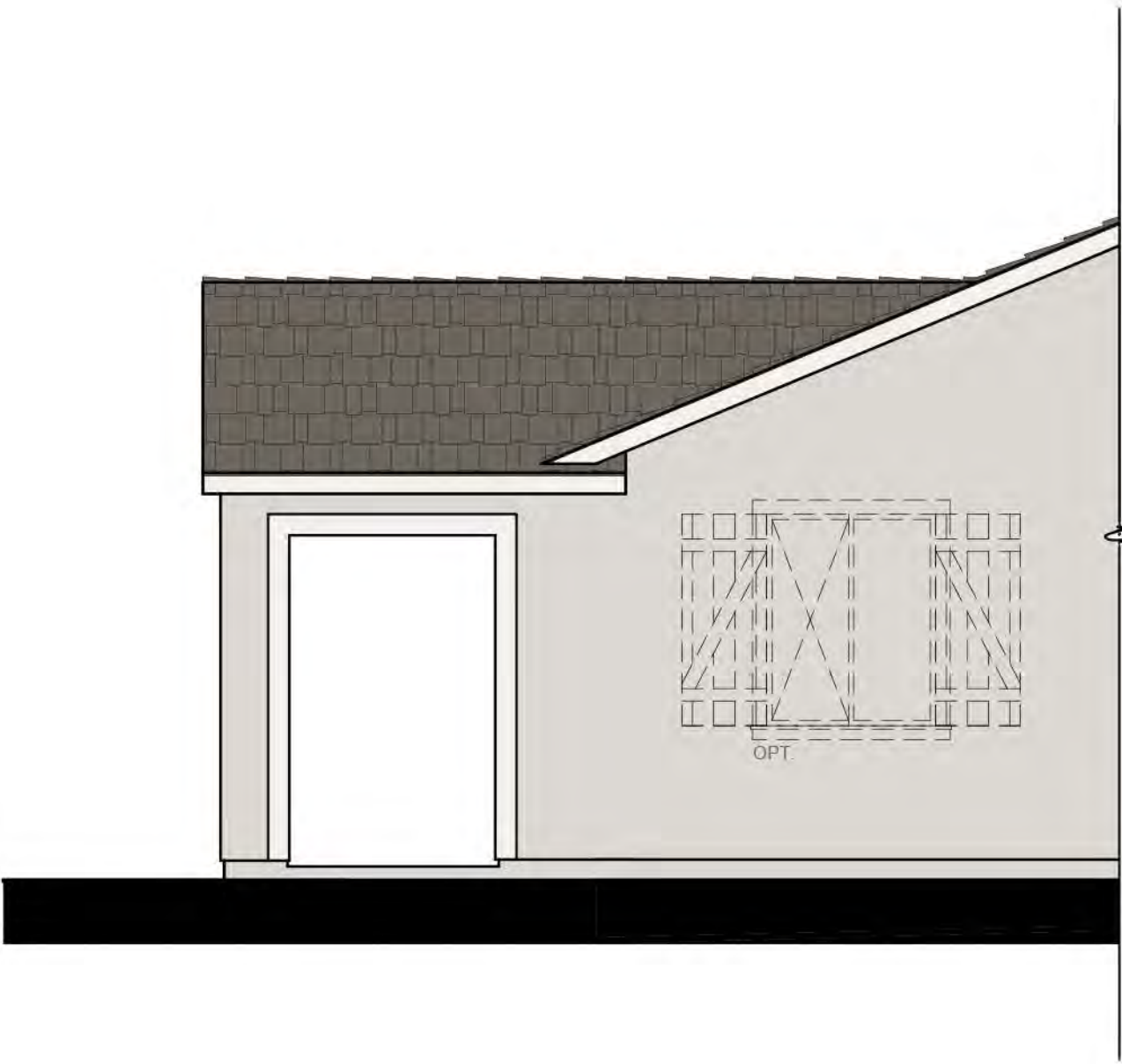
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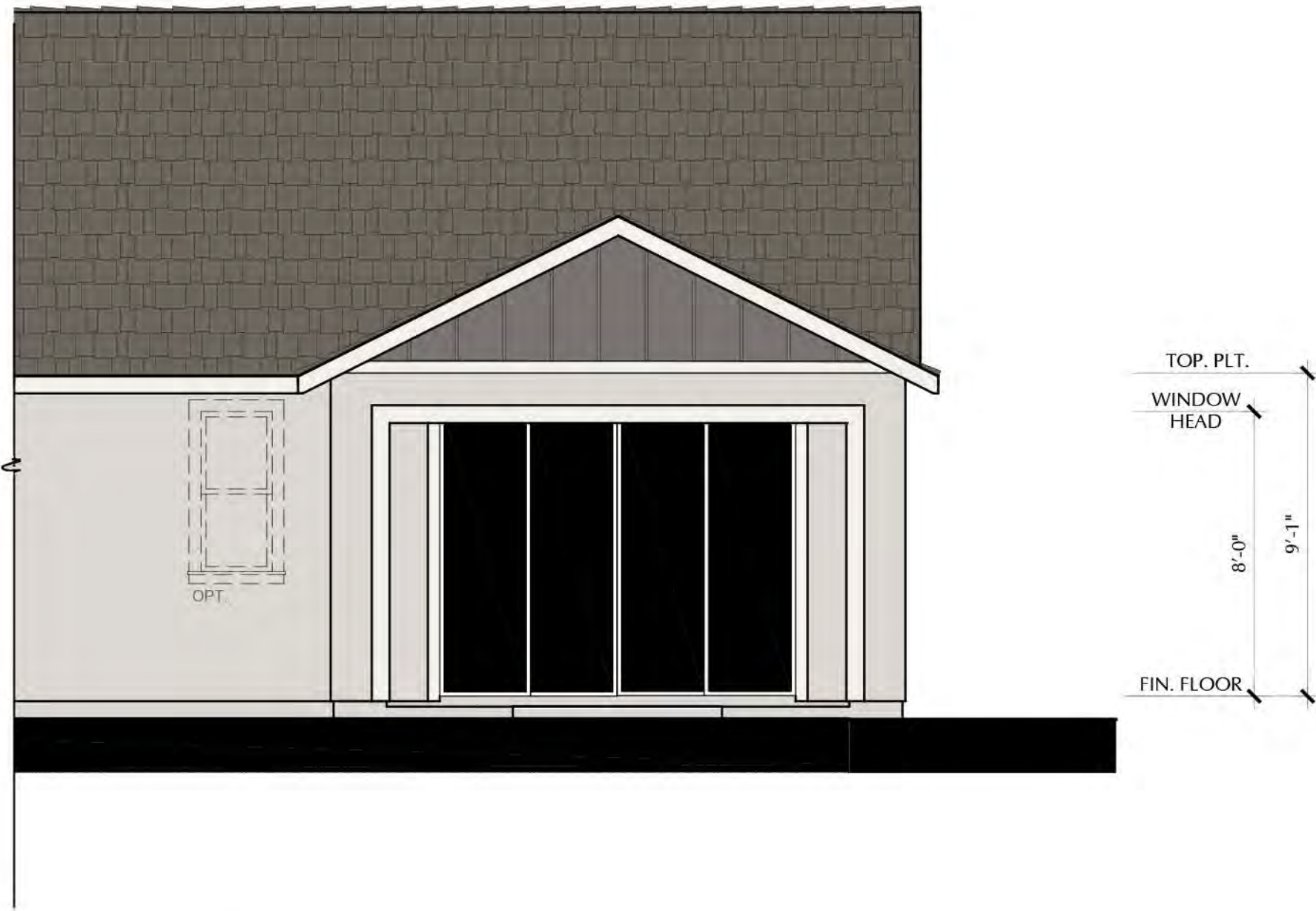
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ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS A - FARMHOUSE -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



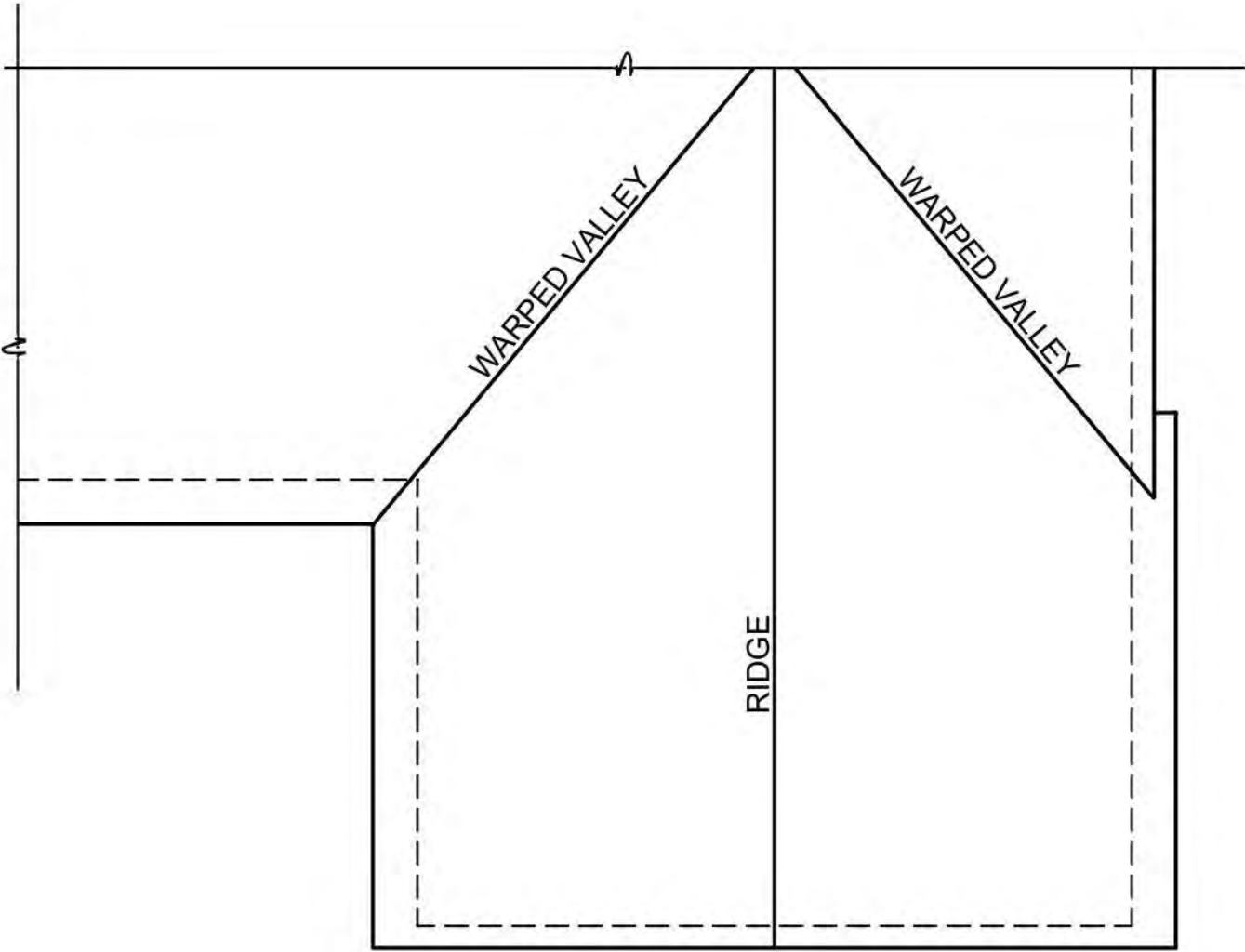
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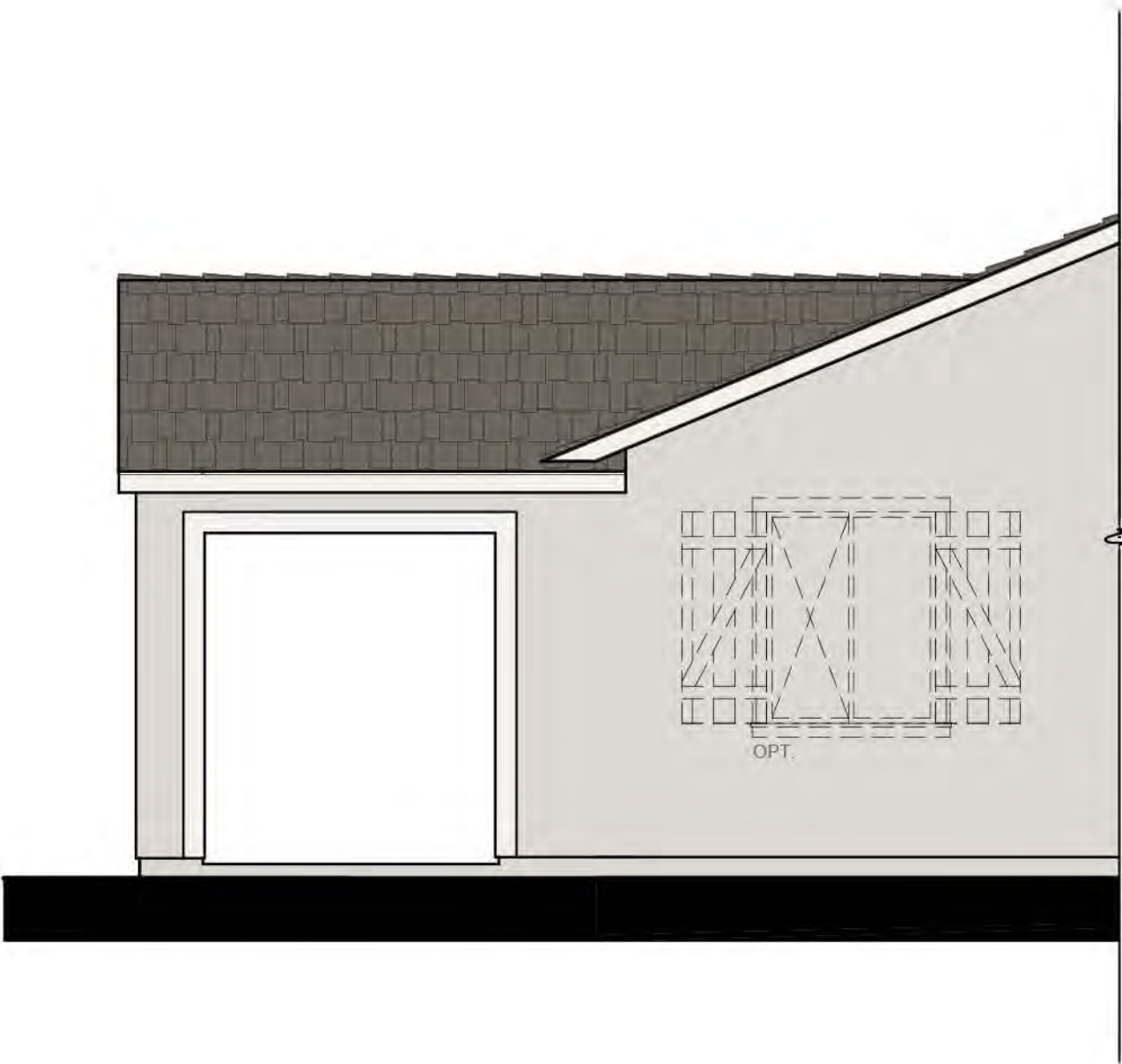
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ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS A - FARMHOUSE -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



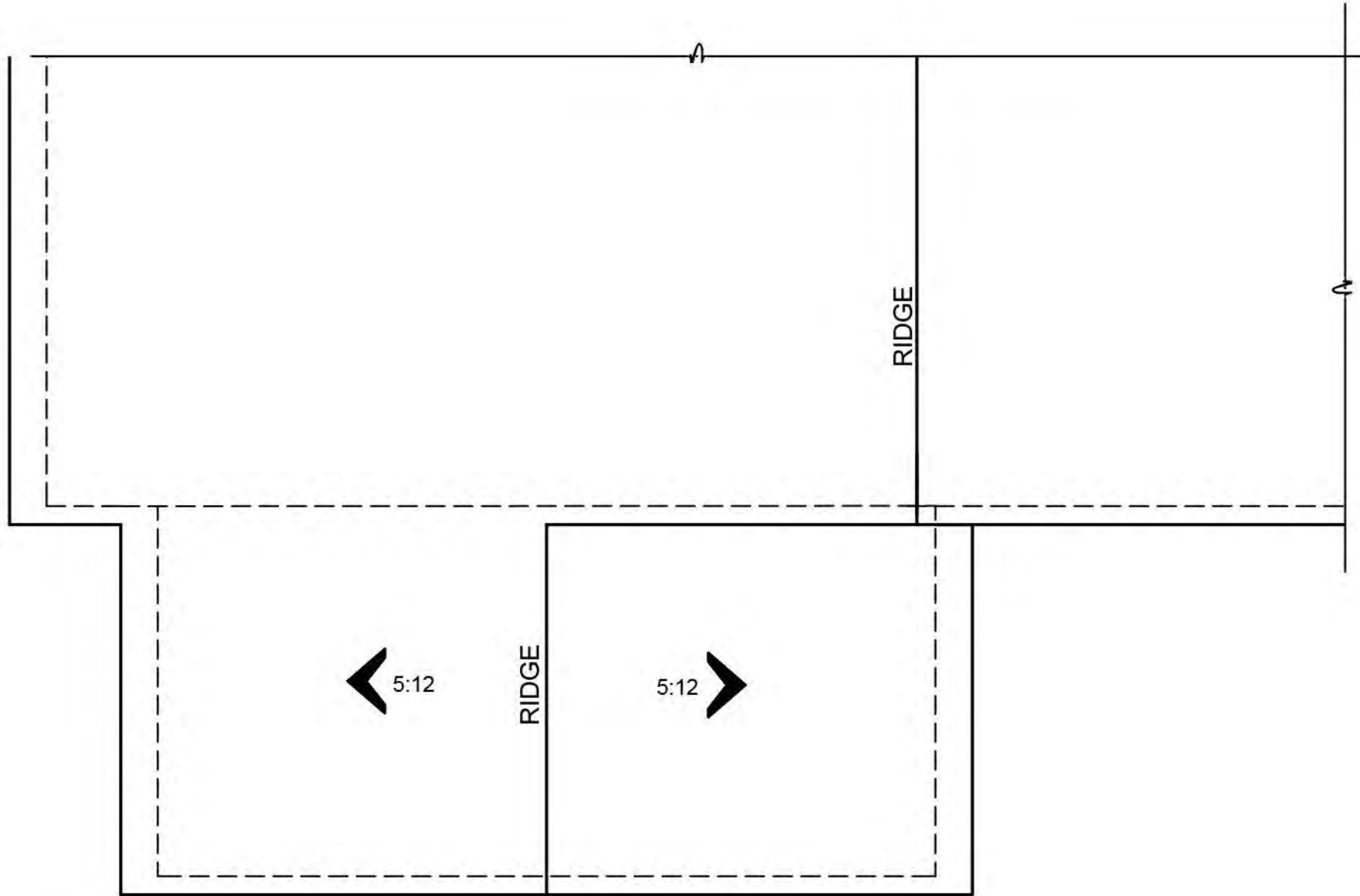
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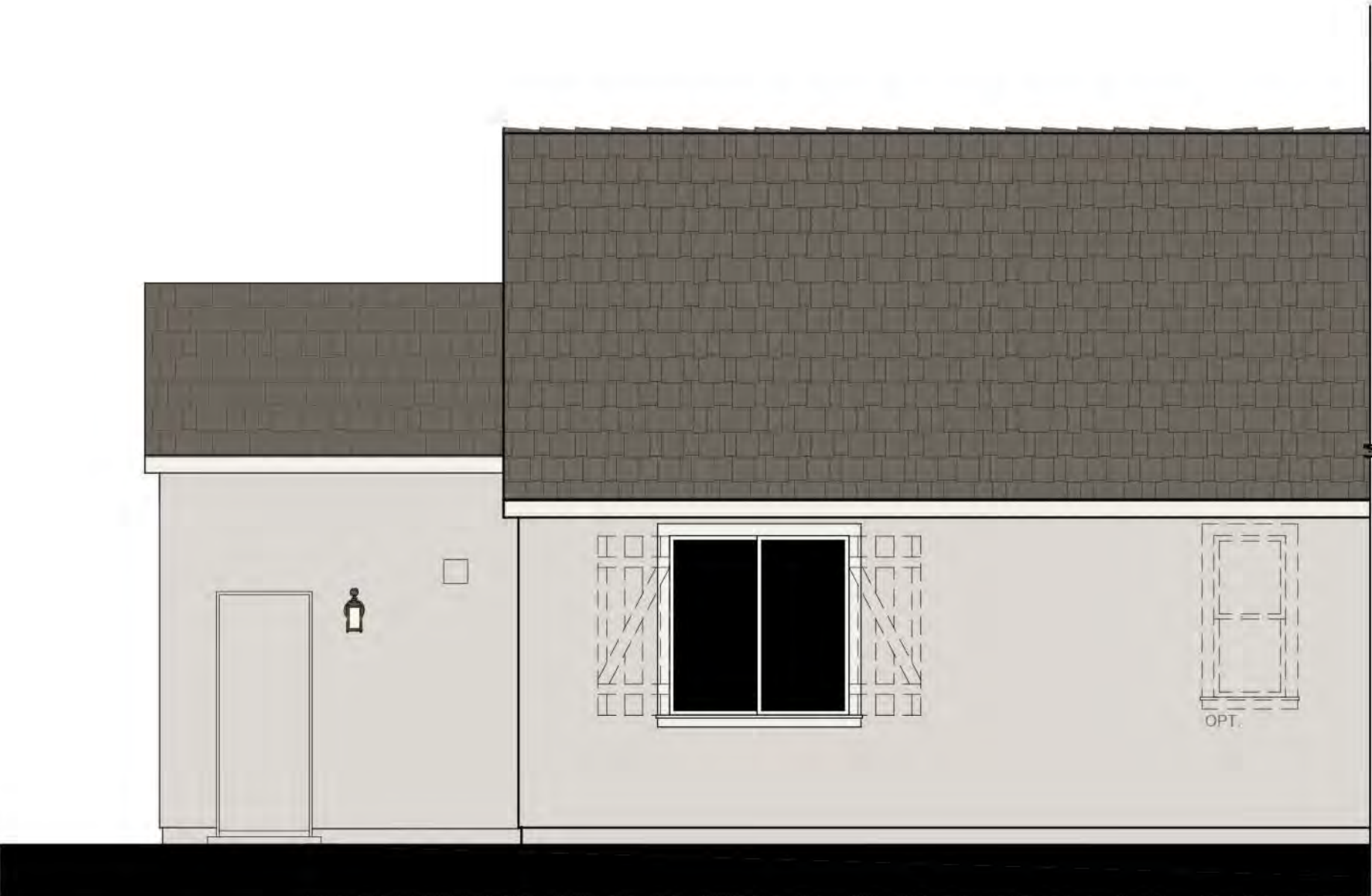
ROOF PLAN



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

N901 - AMETHYST
3-CAR GARAGE ELEVATIONS A - FARMHOUSE -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153
DATE: NOVEMBER 5TH, 2021

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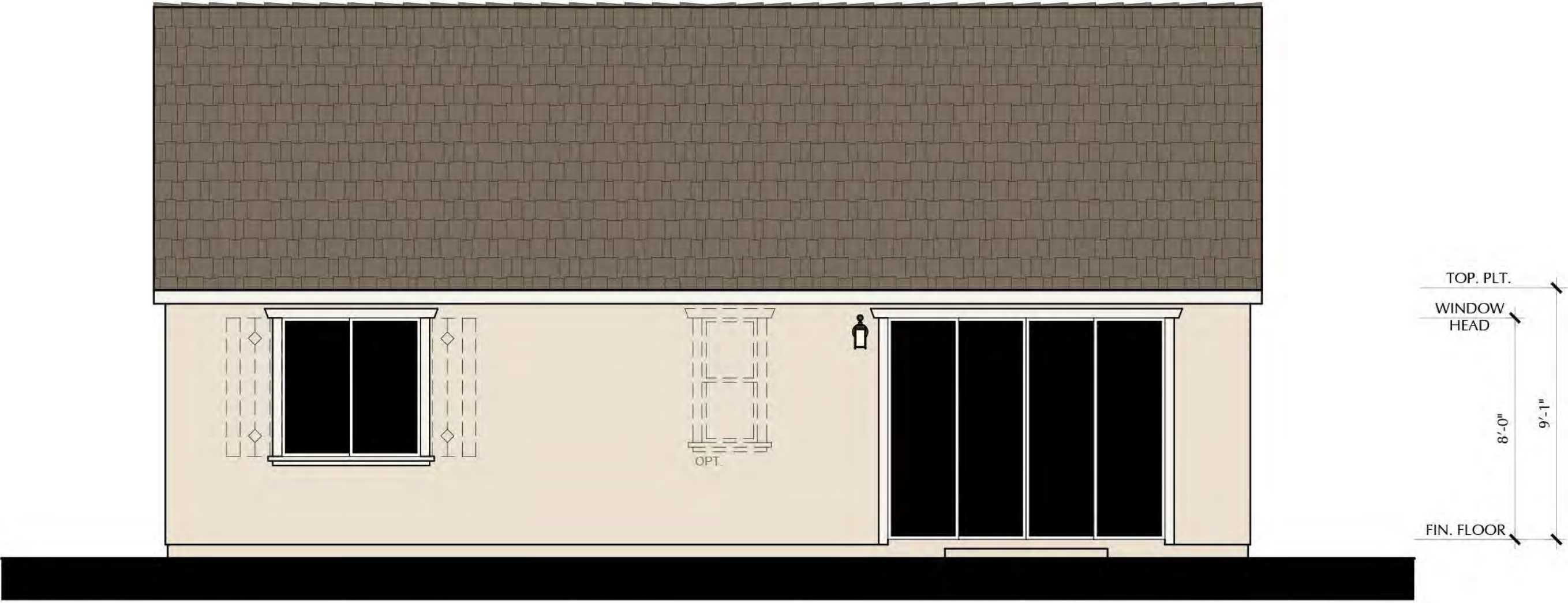
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FRONT ELEVATION - CRAFTSMAN

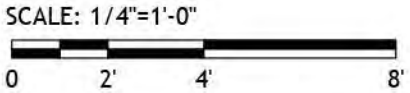


REAR ELEVATION - CRAFTSMAN

N901 - AMETHYST
FRONT & REAR ELEVATIONS B

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

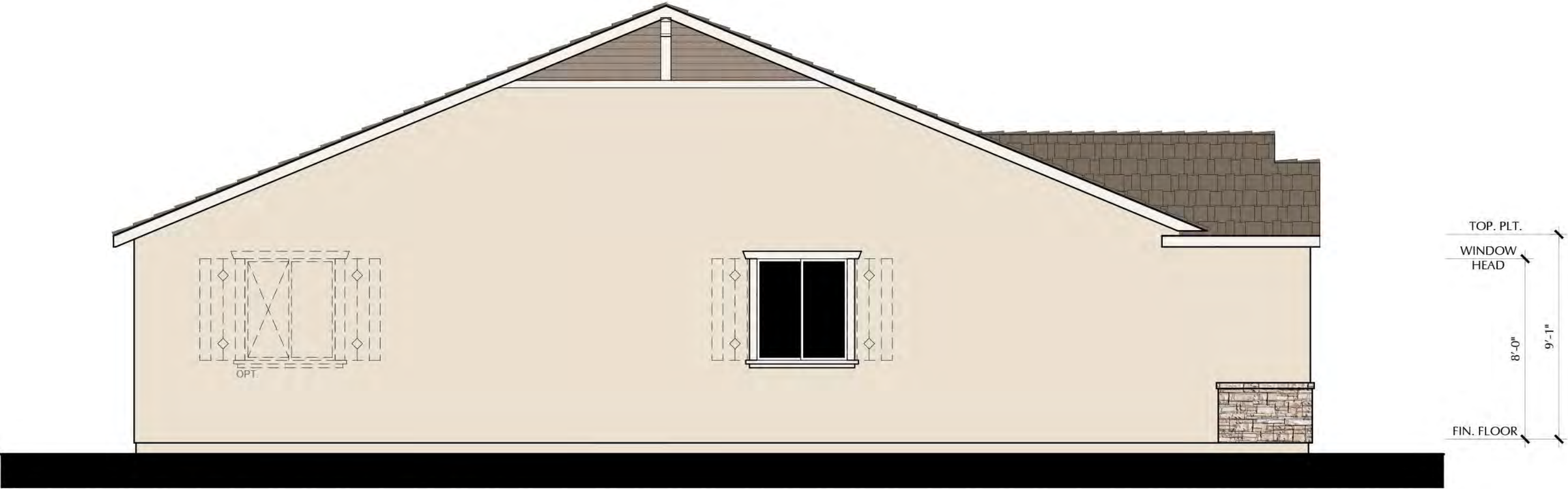
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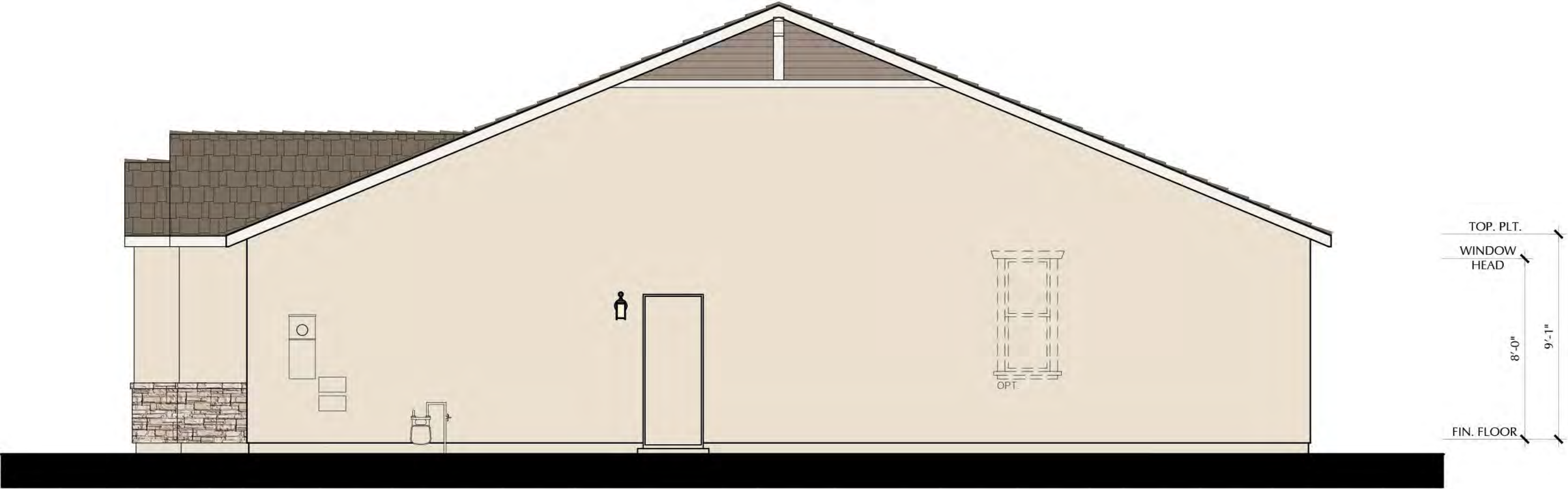
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LEFT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N901 - AMETHYST
SIDE ELEVATIONS B

SCALE: 1/4"=1'-0"
0 2' 4' 8'



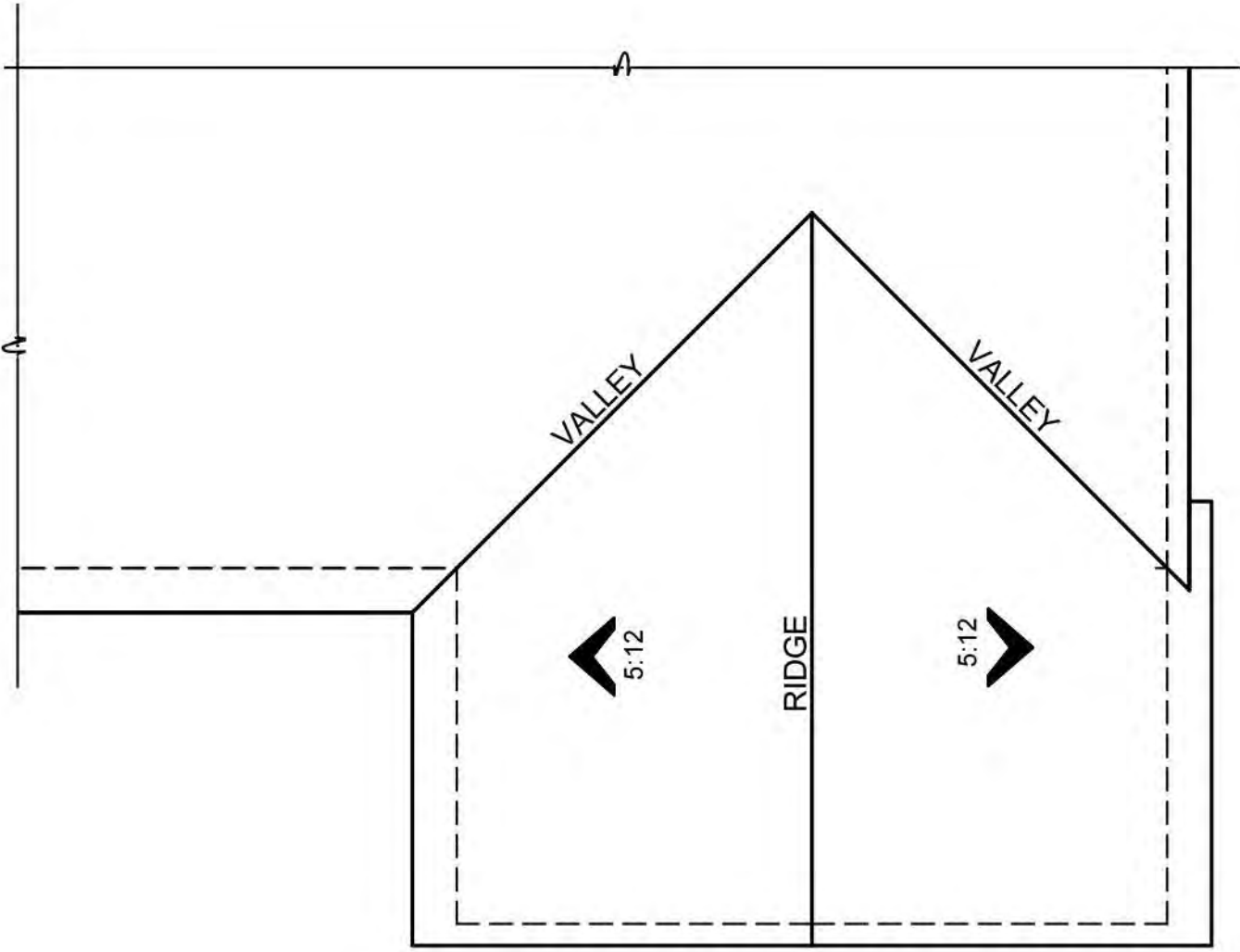
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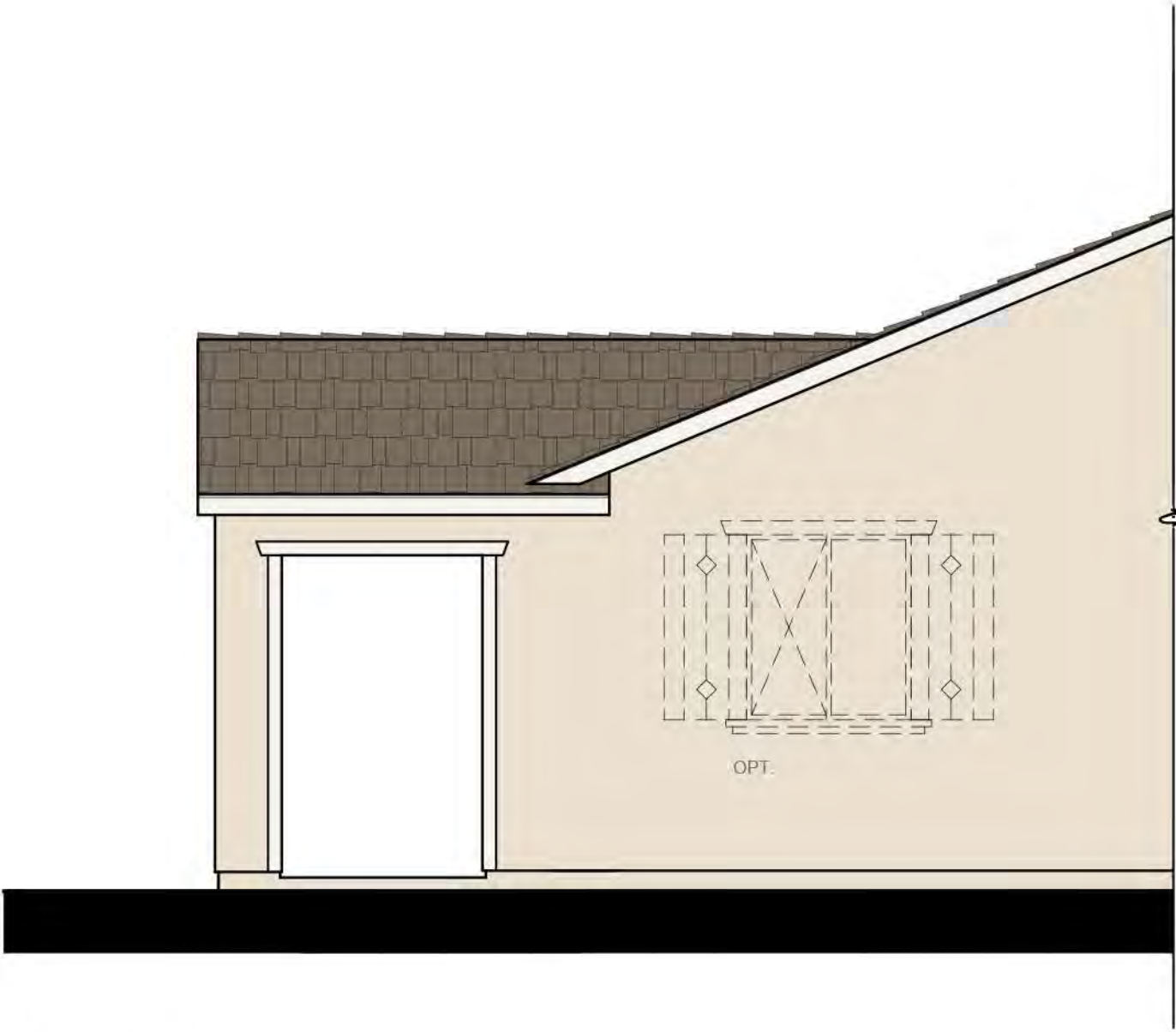
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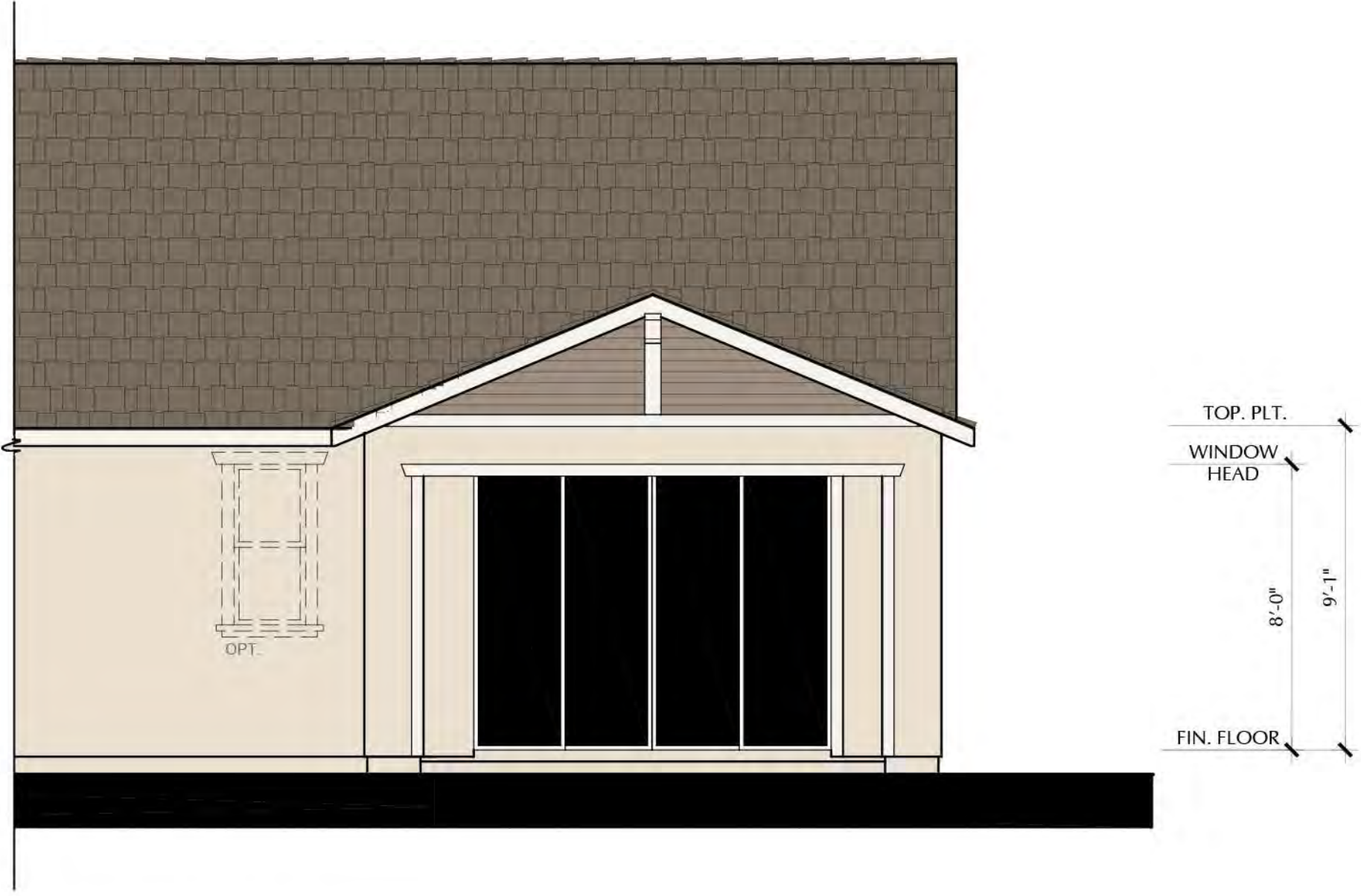
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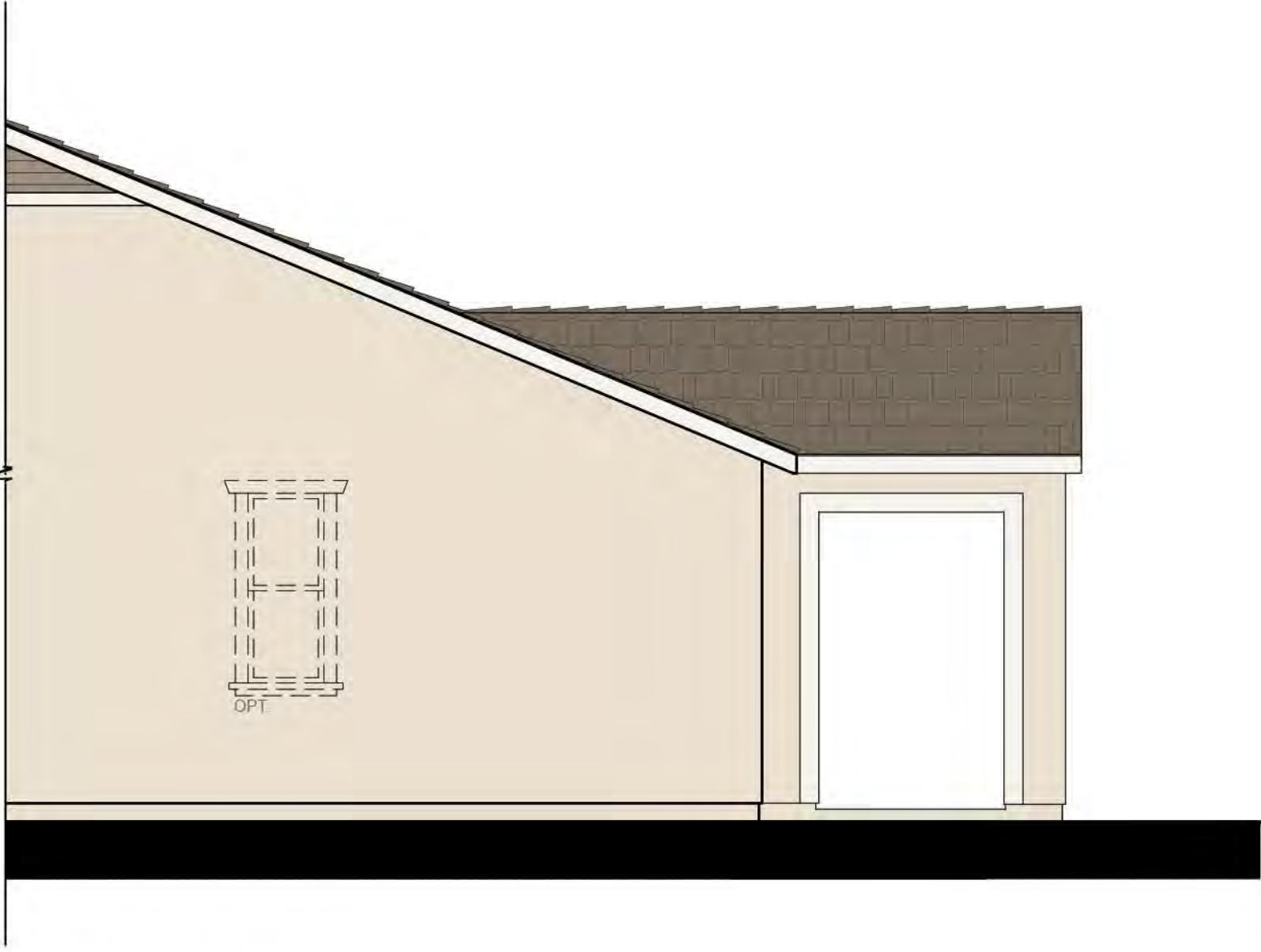
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS B - CRAFTSMAN -

SCALE: 1/4"=1'-0"
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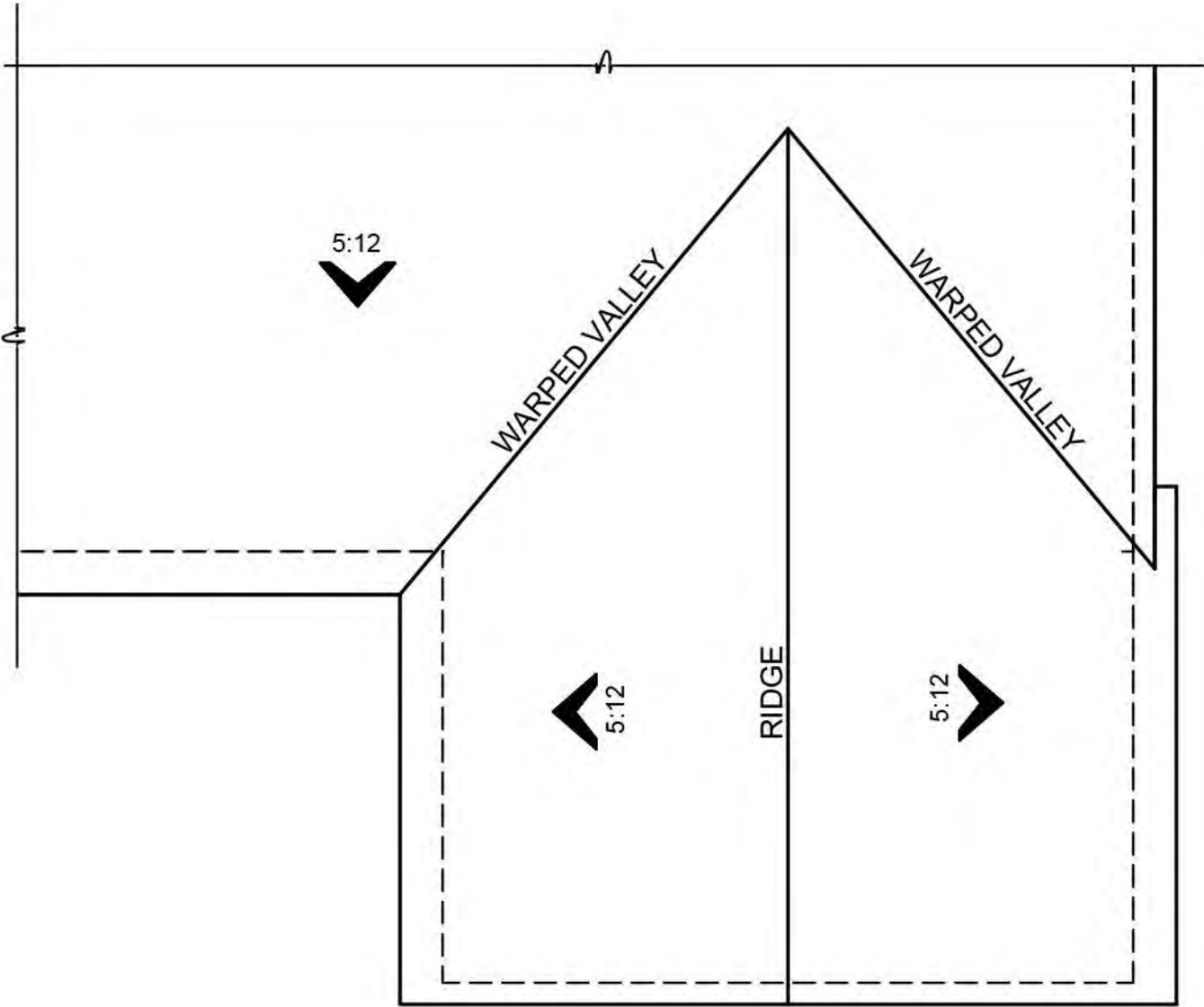
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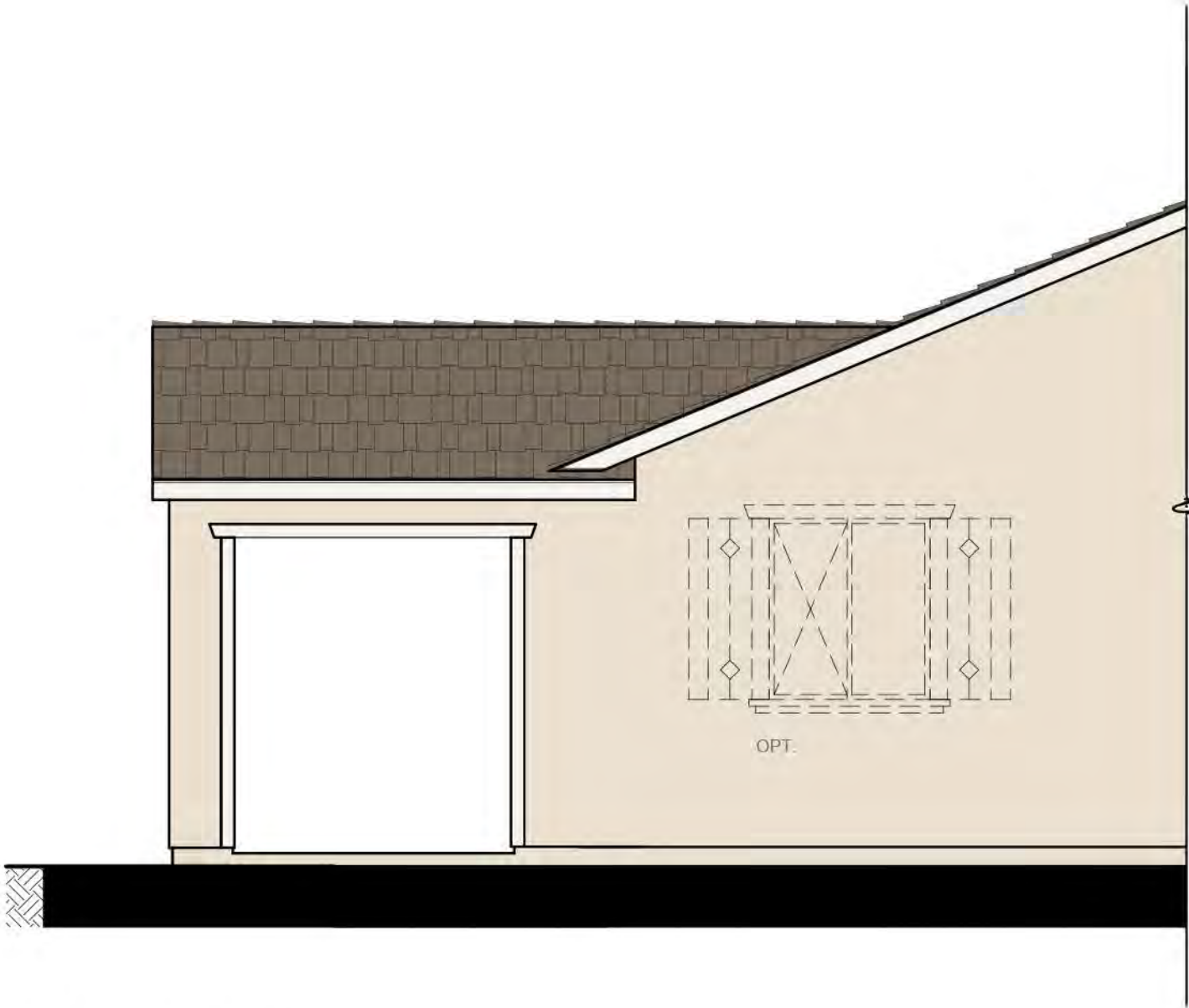
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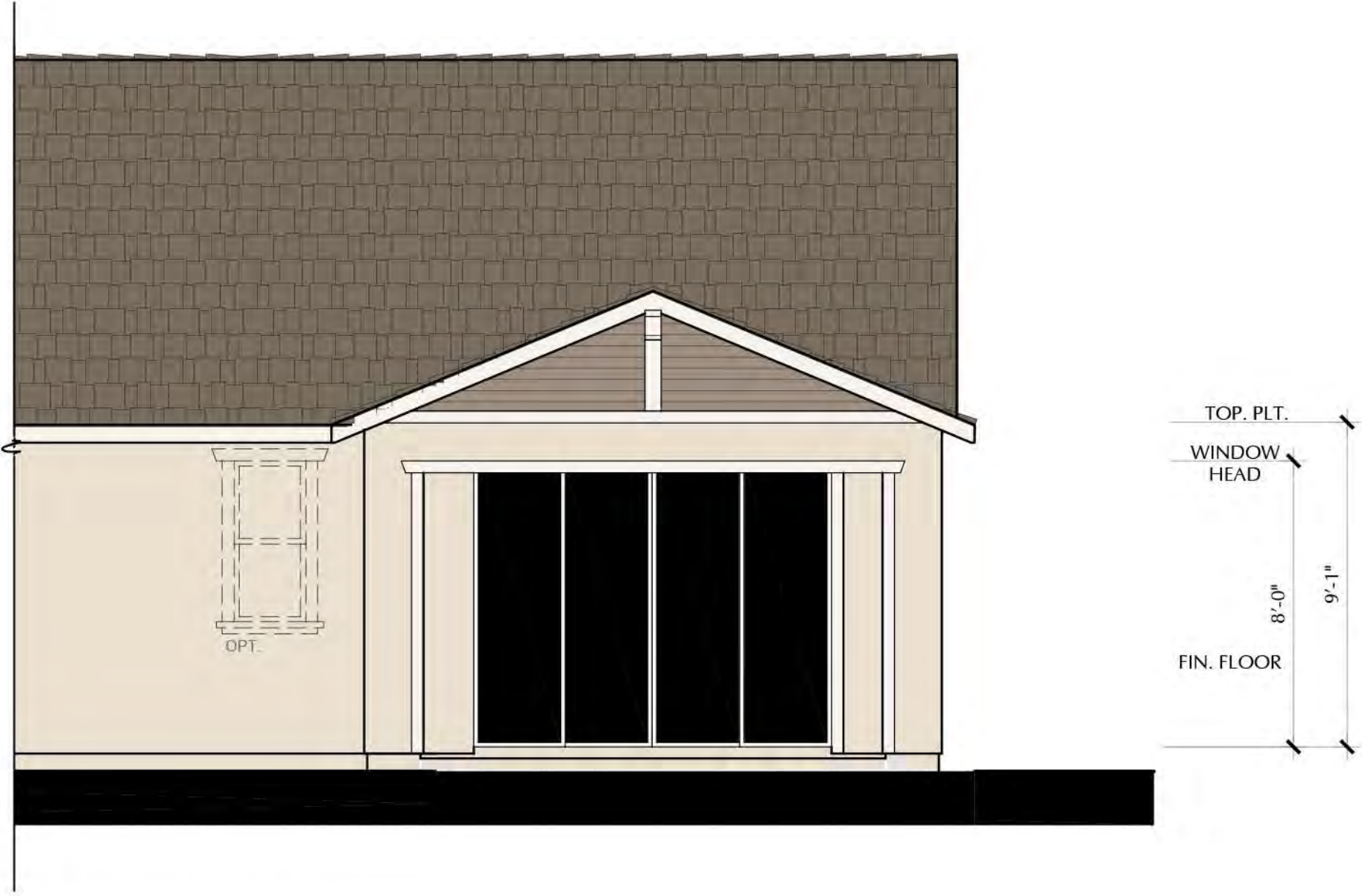
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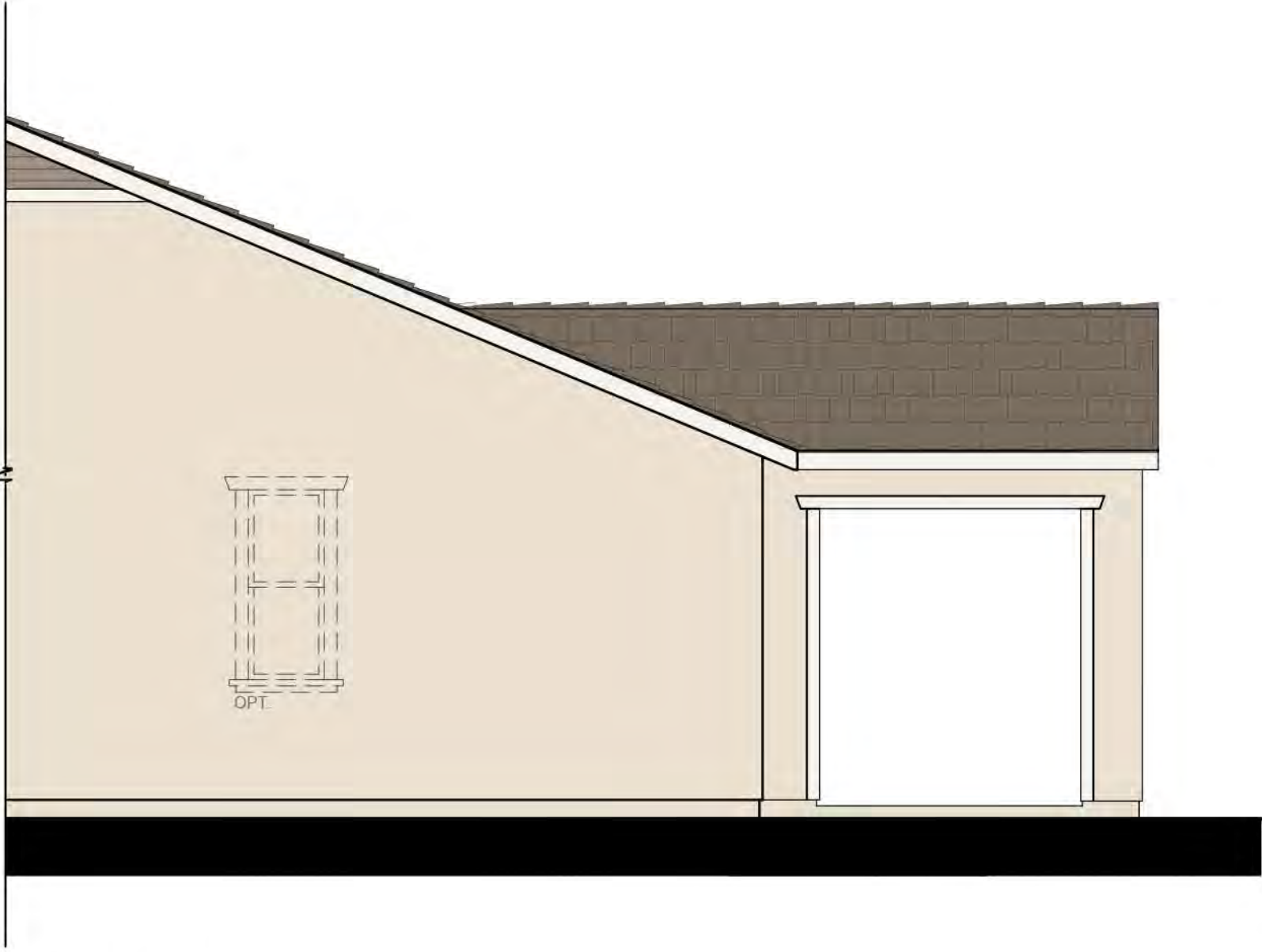
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LEFT ELEVATION

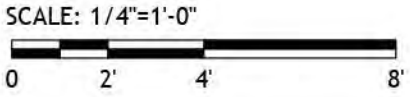


REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS B - CRAFTSMAN -



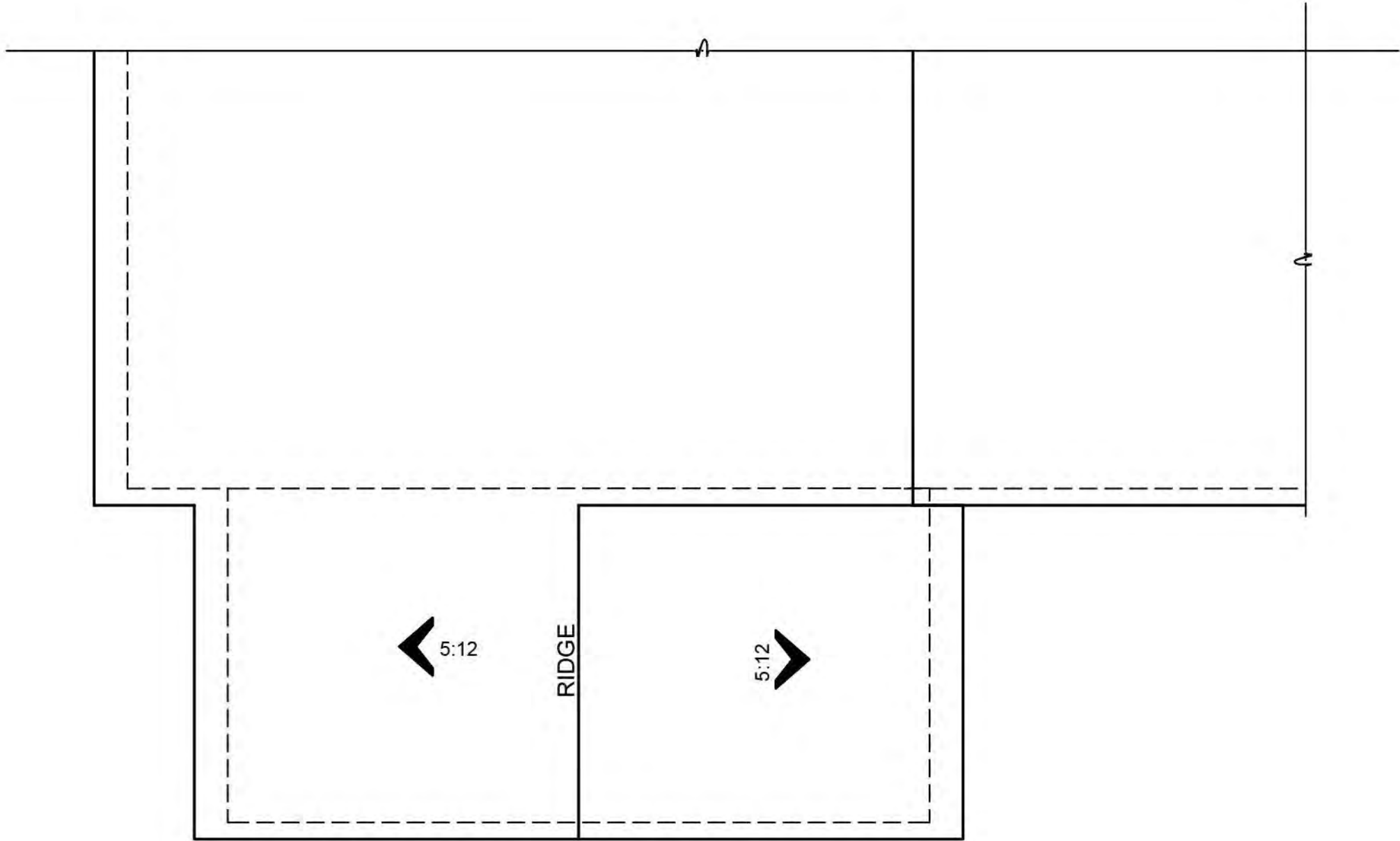
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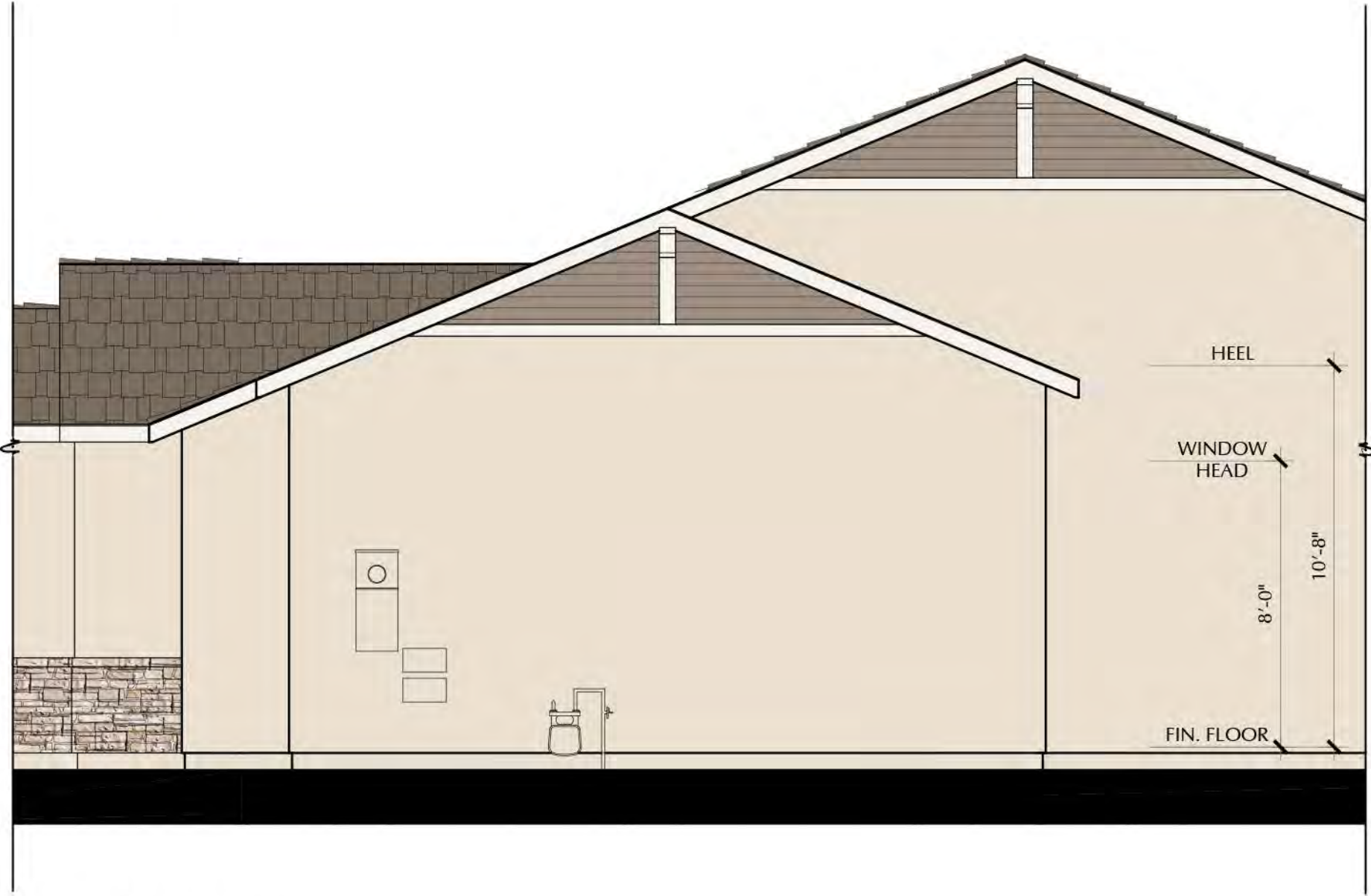
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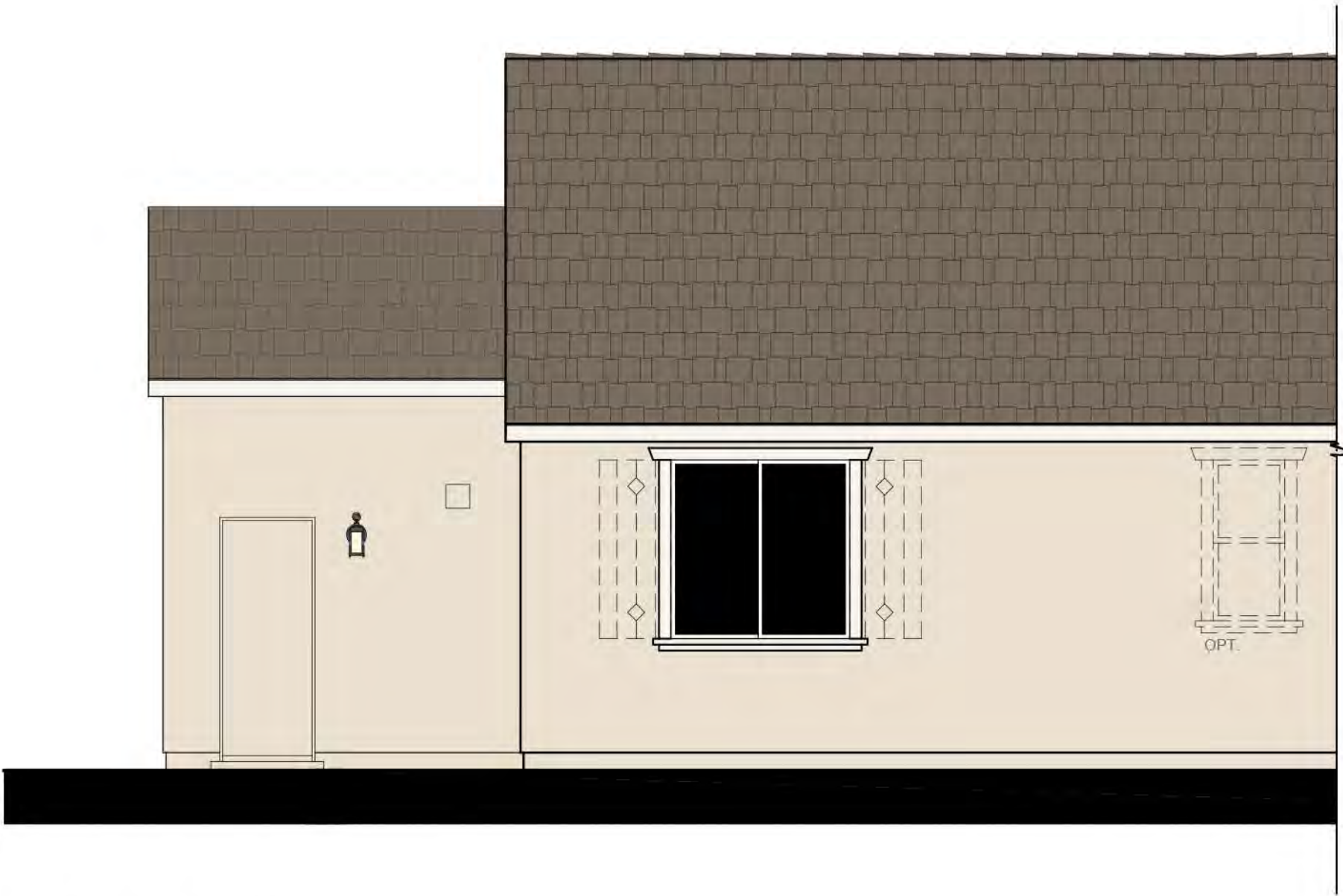
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FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

N901 - AMETHYST
3-CAR GARAGE ELEVATIONS B - CRAFTSMAN -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153
DATE: NOVEMBER 5TH, 2021

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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FRONT ELEVATION - WINE COUNTRY

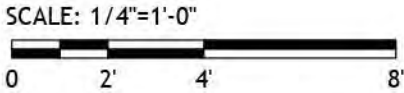


REAR ELEVATION - WINE COUNTRY

N901 - AMETHYST
FRONT & REAR ELEVATIONS C

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153
DATE: NOVEMBER 5TH, 2021



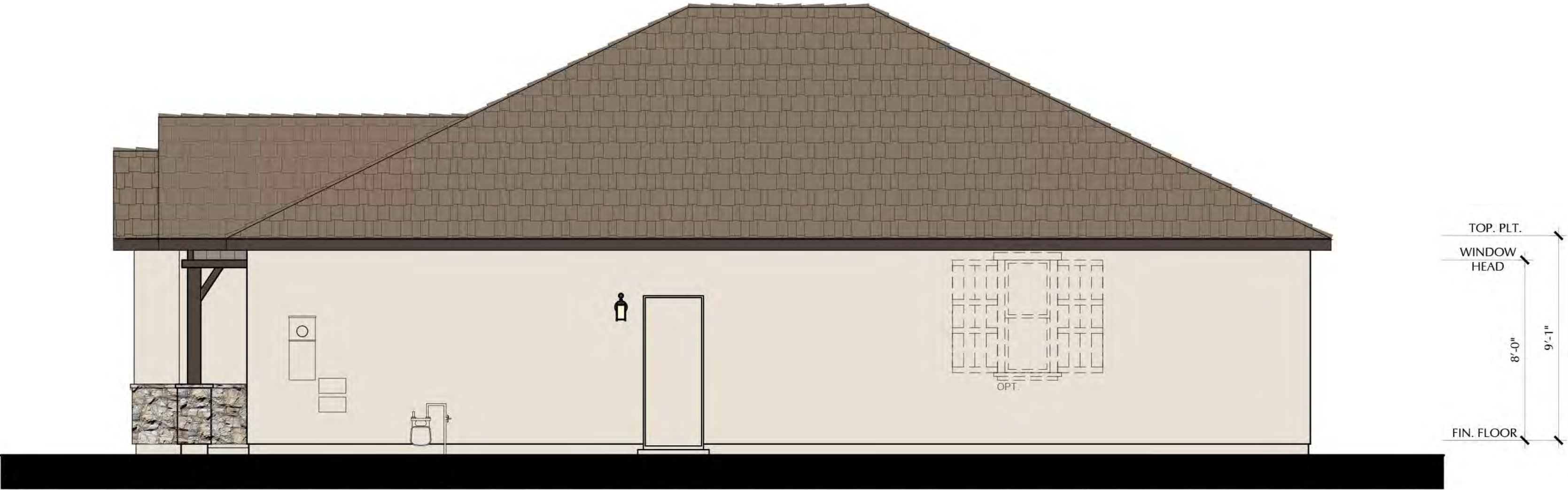
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LEFT ELEVATION - WINE COUNTRY



RIGHT ELEVATION - WINE COUNTRY

N901 - AMETHYST
SIDE ELEVATIONS C

SCALE: 1/4"=1'-0"
0 2' 4' 8'



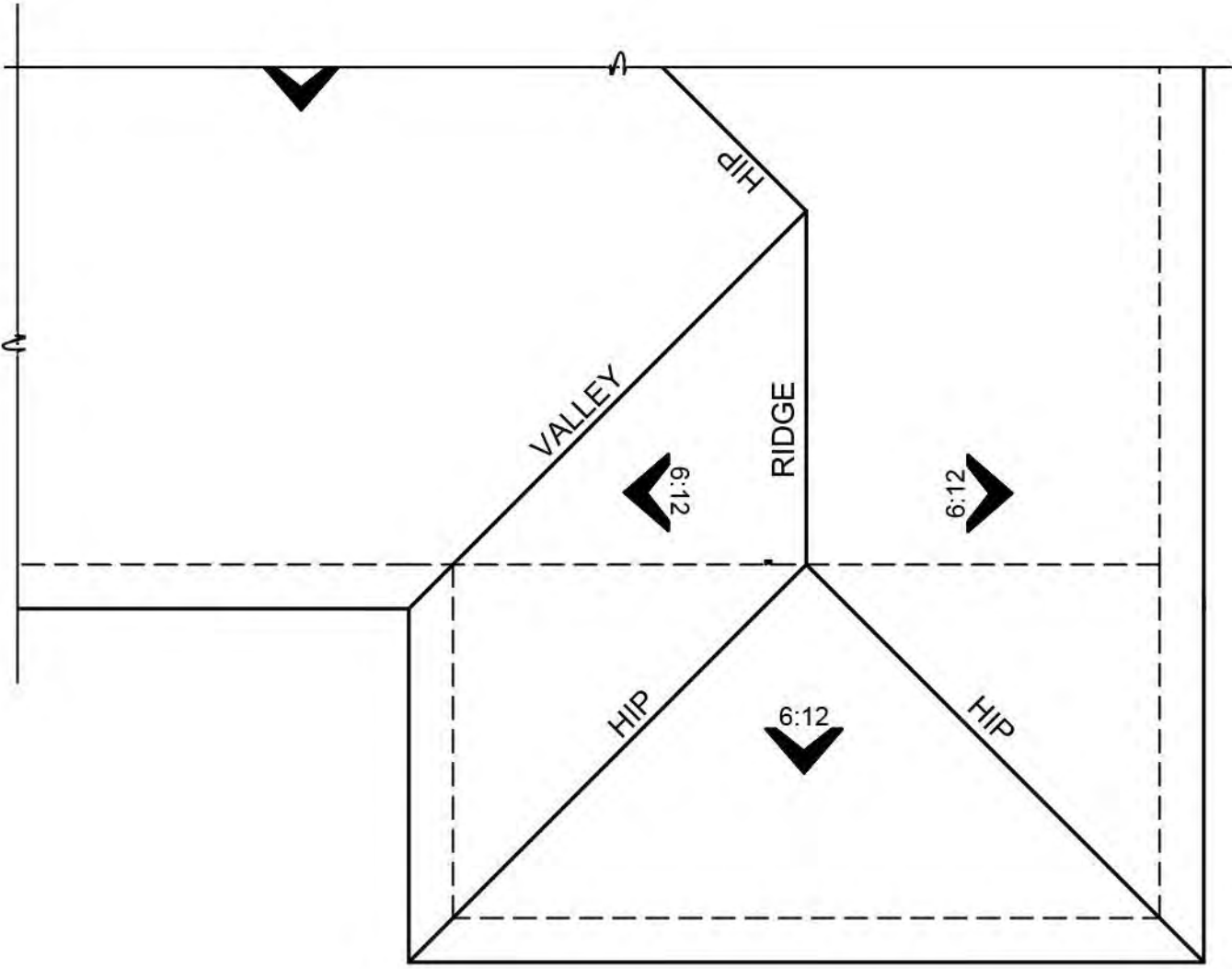
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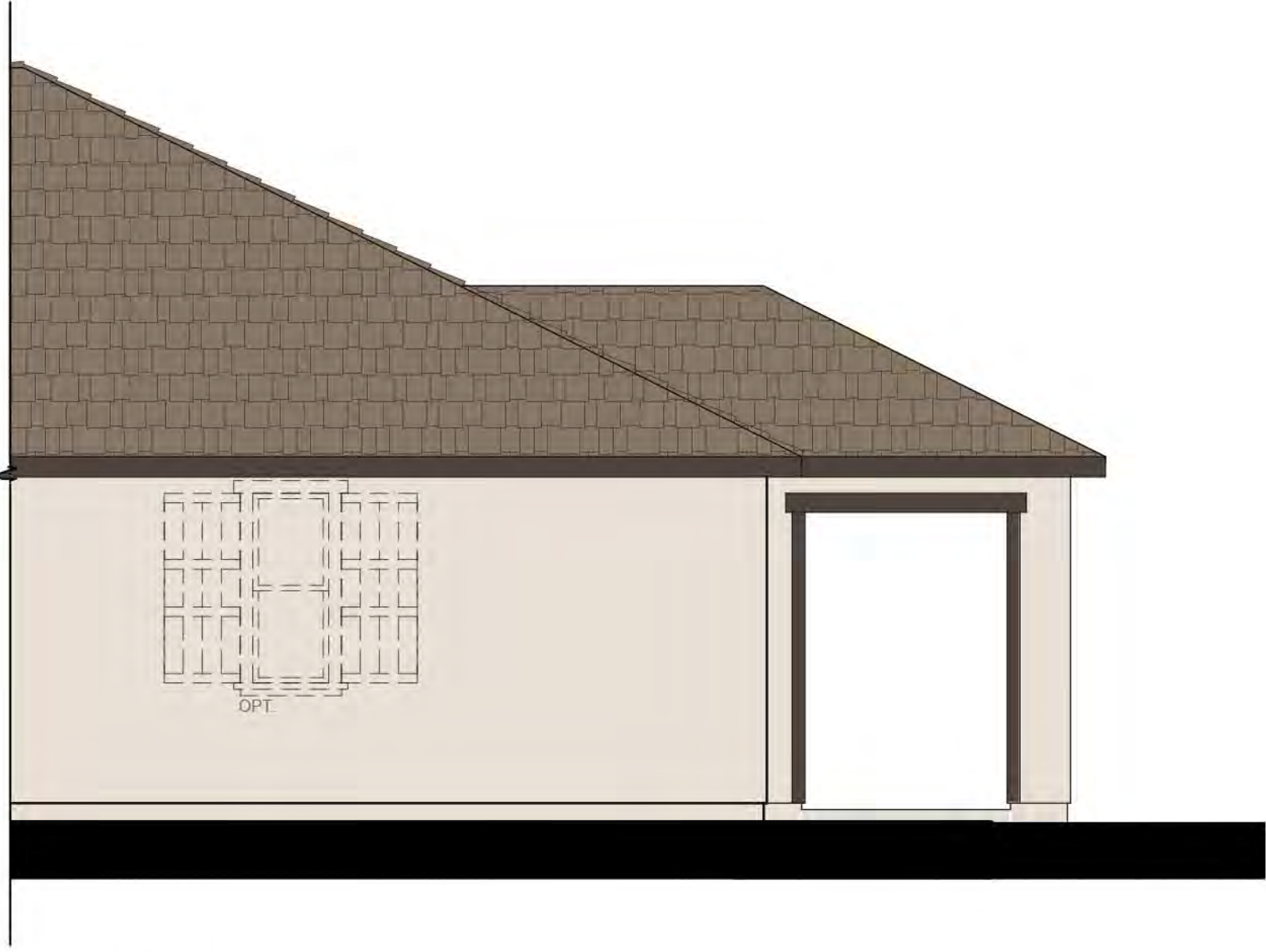
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



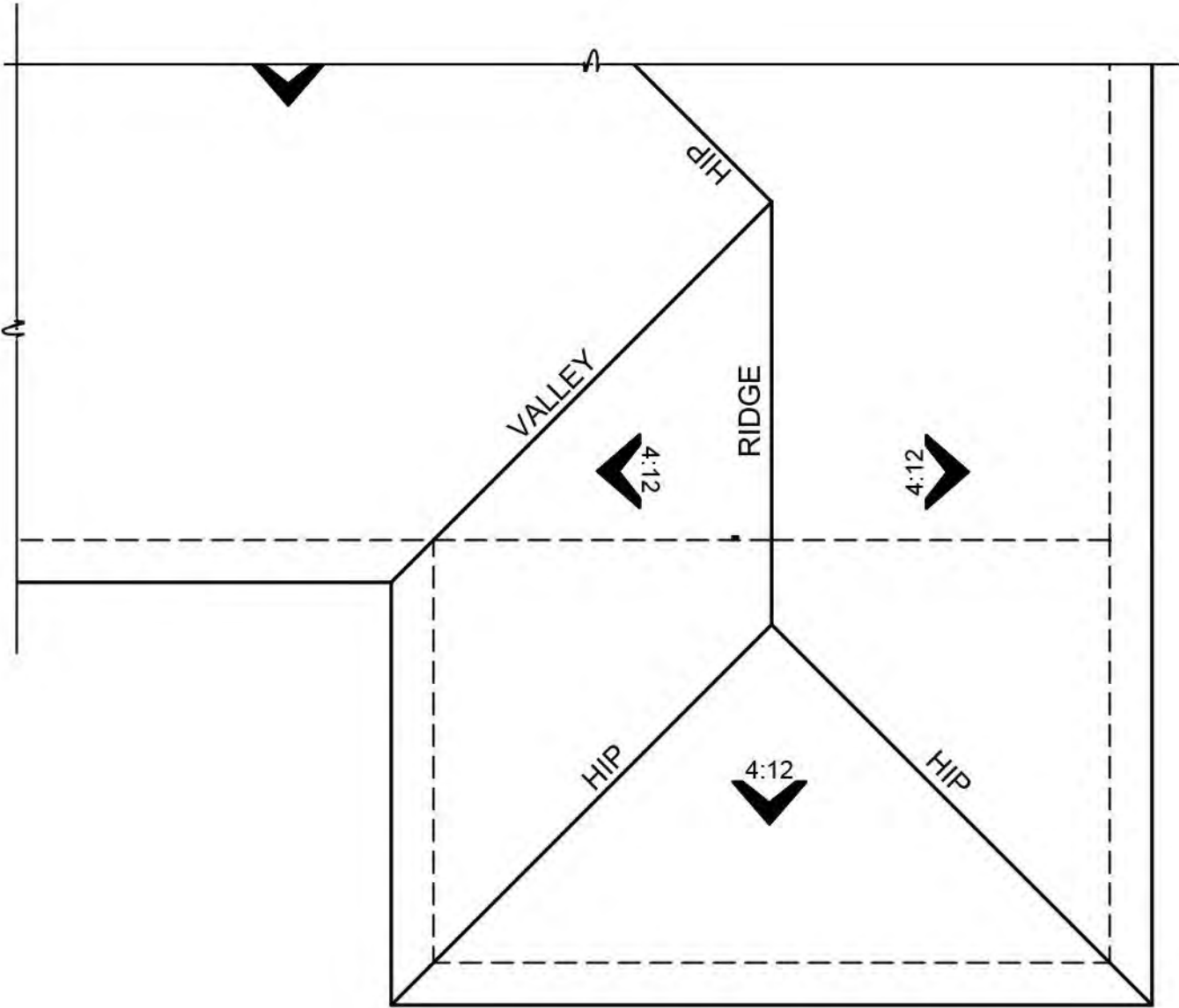
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RANCHO CORDOVA, CALIFORNIA

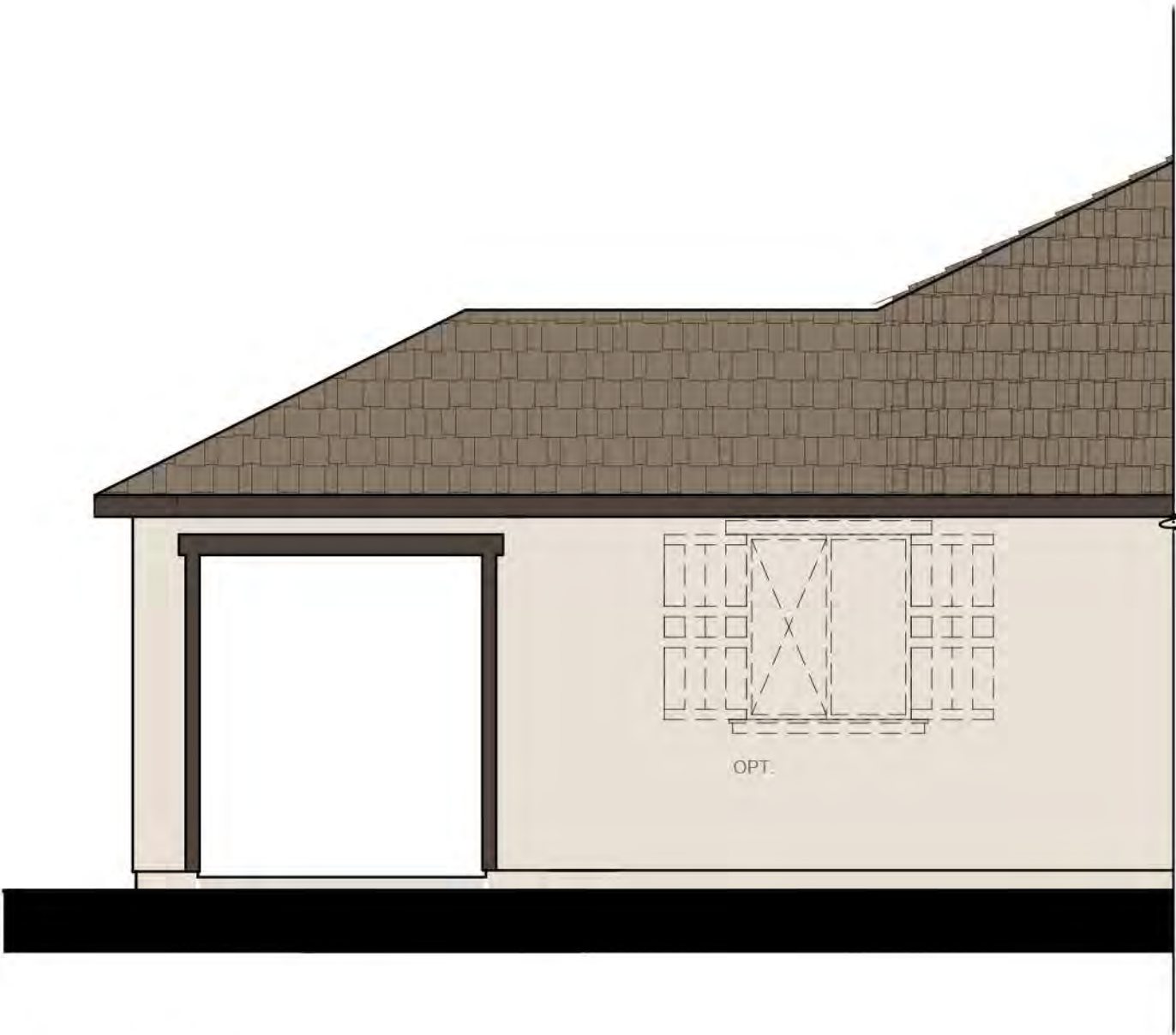
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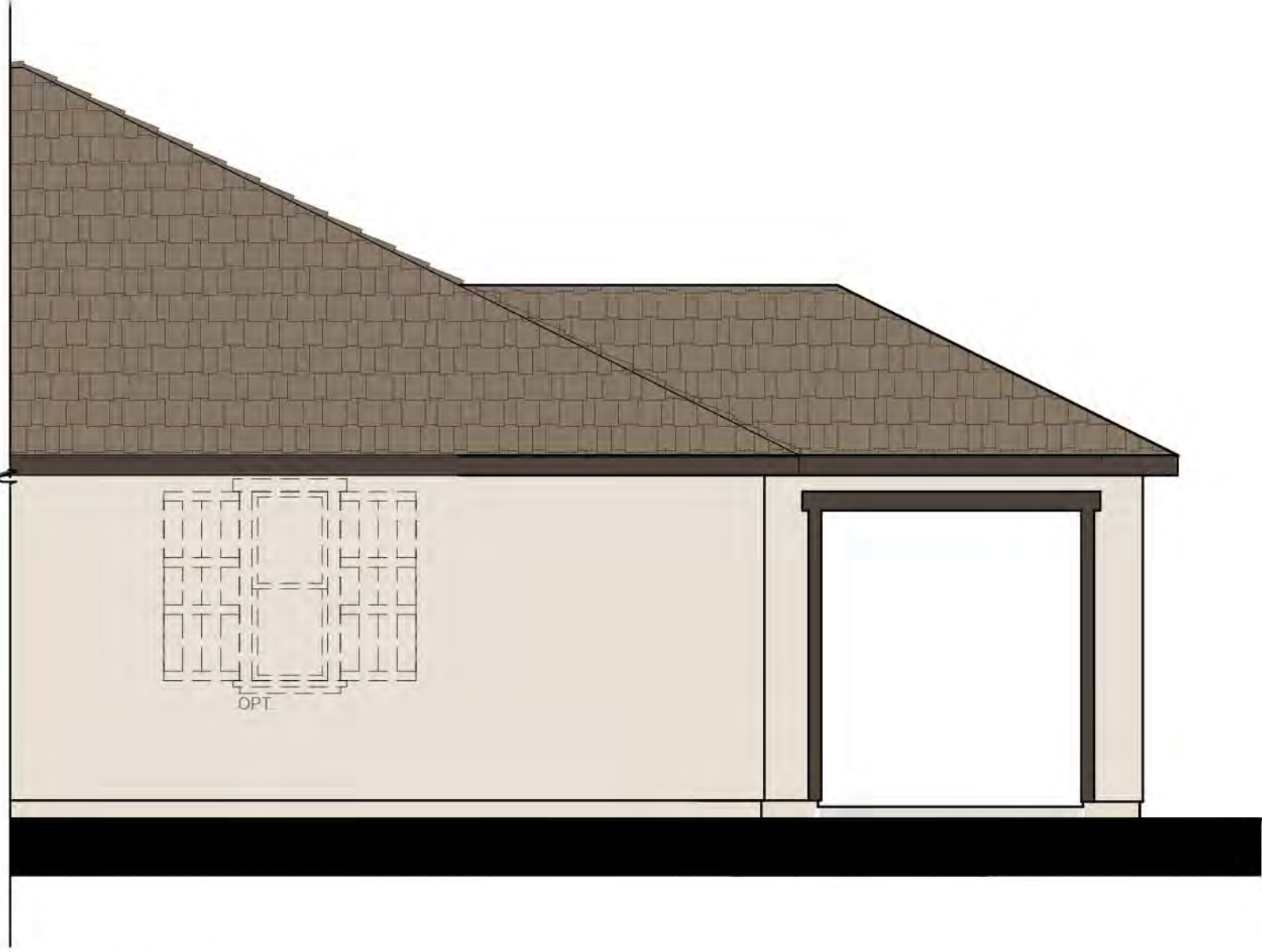
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



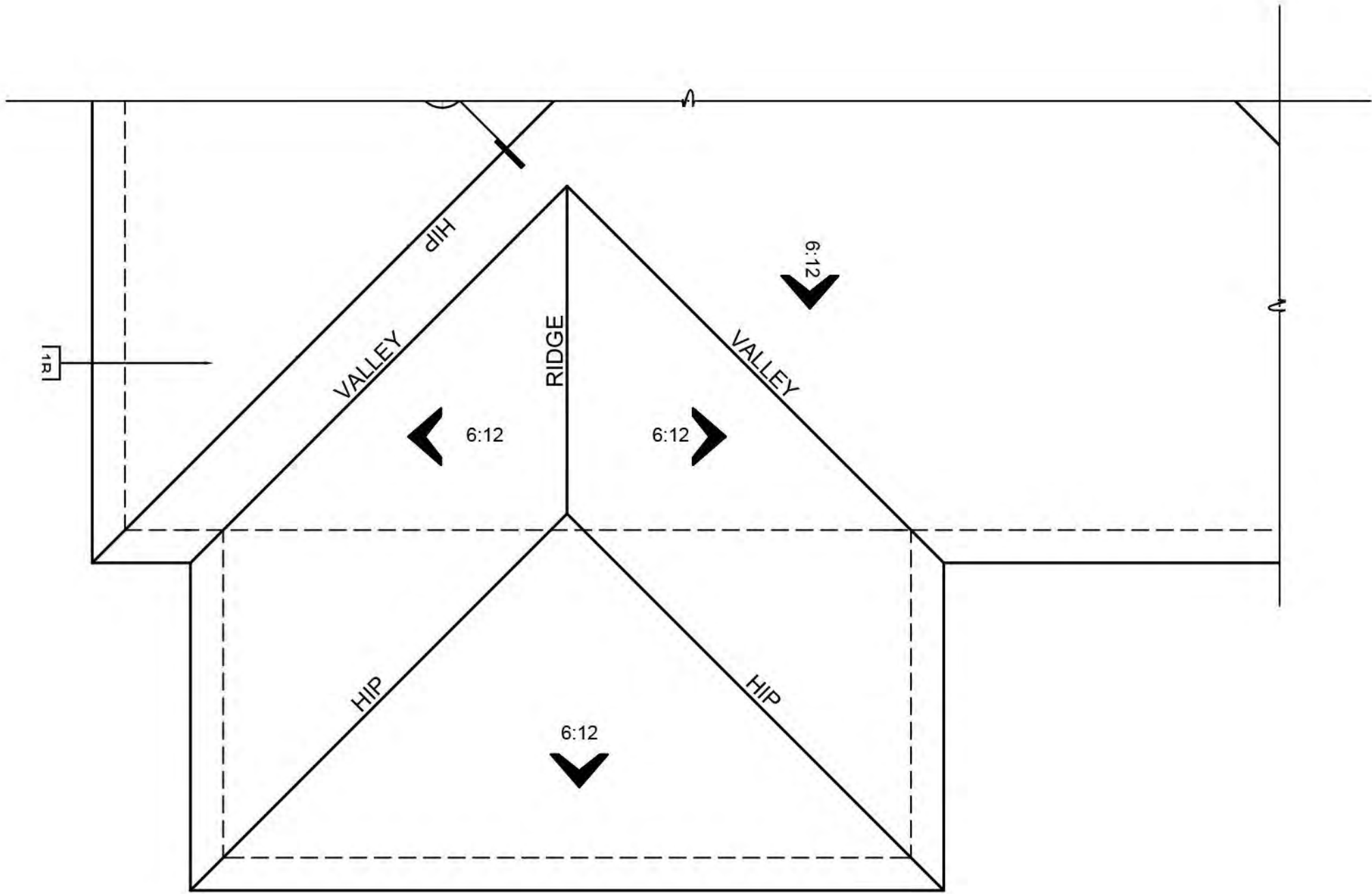
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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

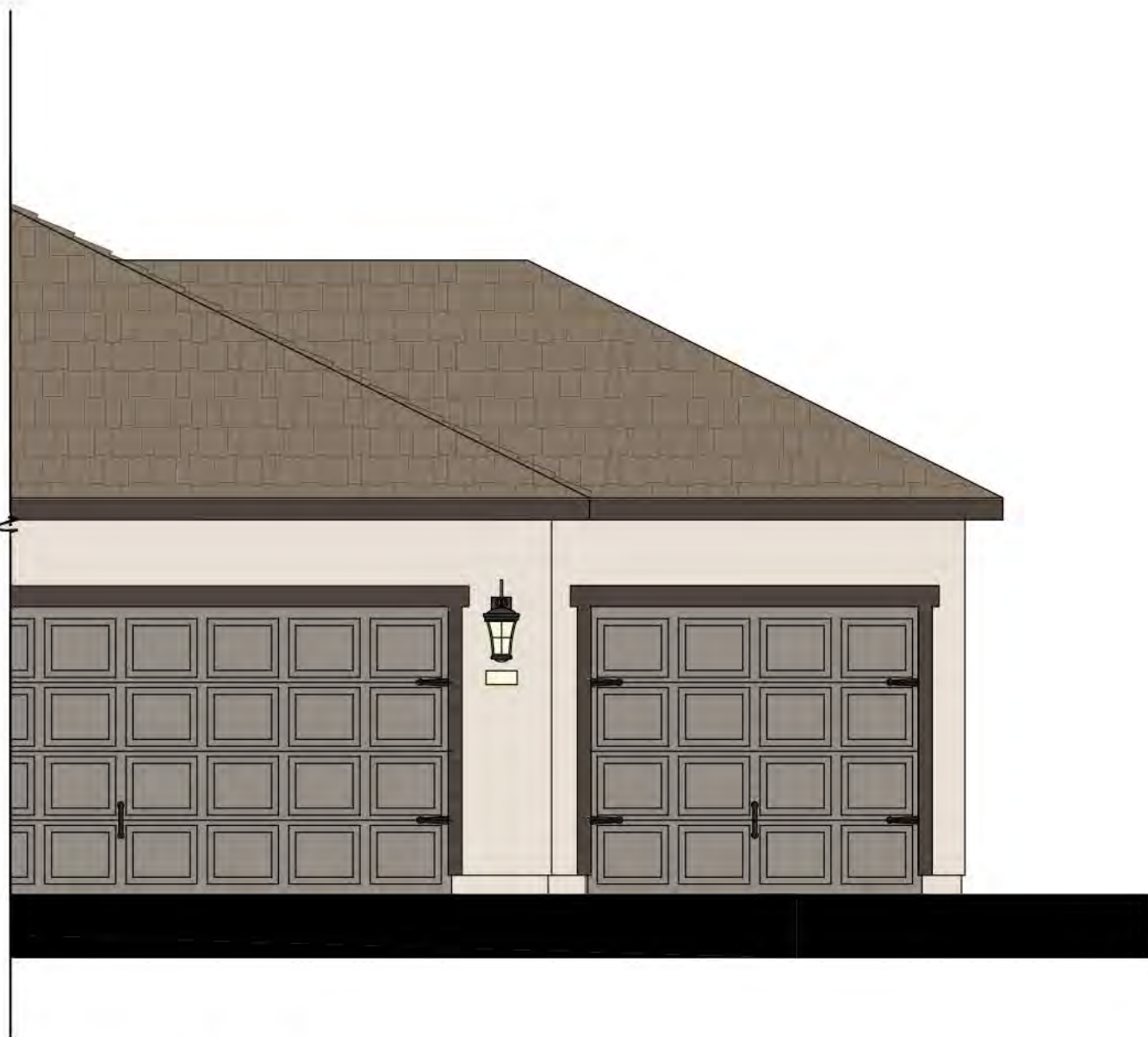
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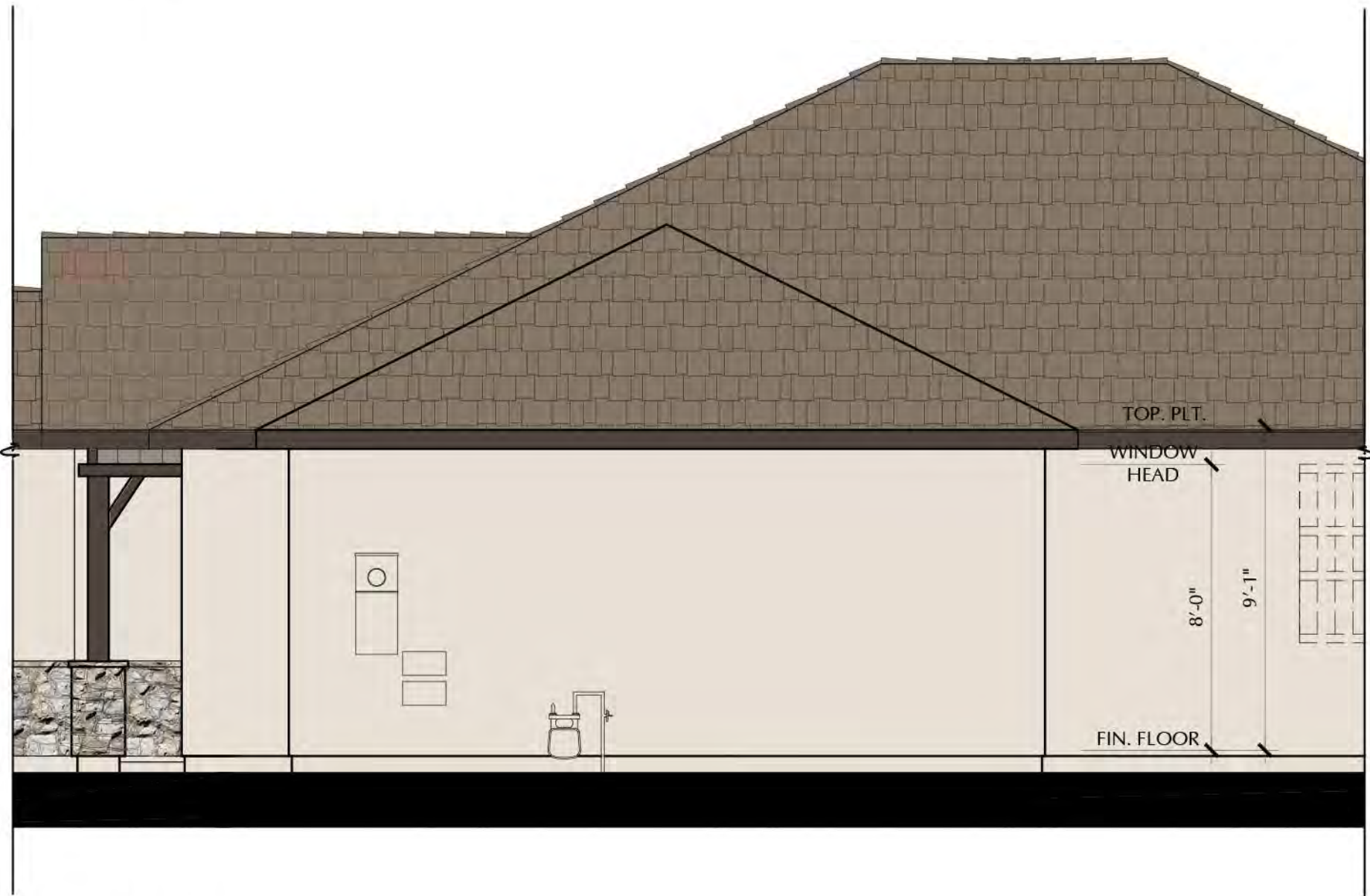
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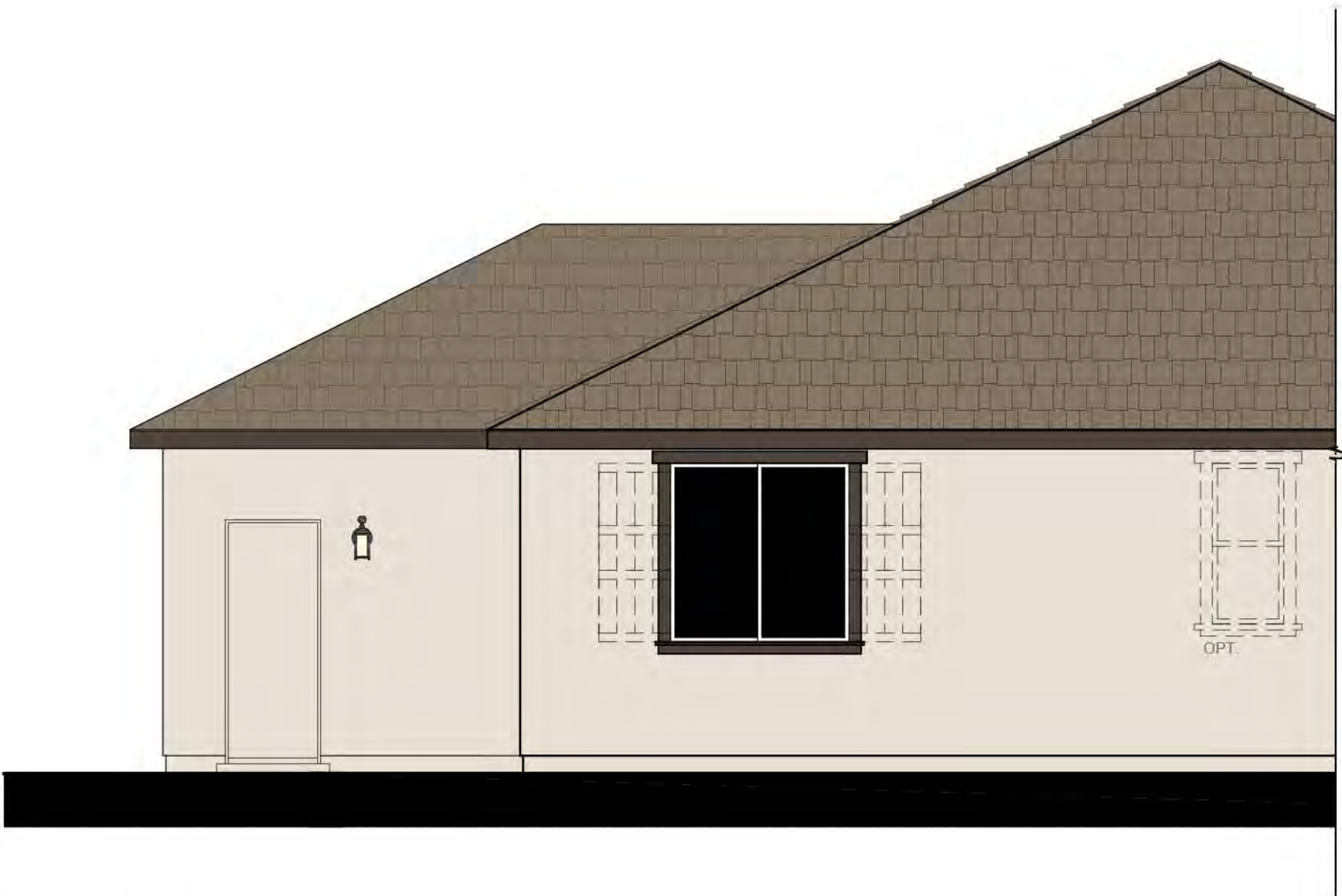
ROOF PLAN



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

N901 - AMETHYST
3-CAR GARAGE ELEVATIONS C - WINE COUNTRY -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153
DATE: NOVEMBER 5TH, 2021

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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FRONT ELEVATION - PRAIRIE



REAR ELEVATION - PRAIRIE

N901 - AMETHYST
FRONT & REAR ELEVATIONS D

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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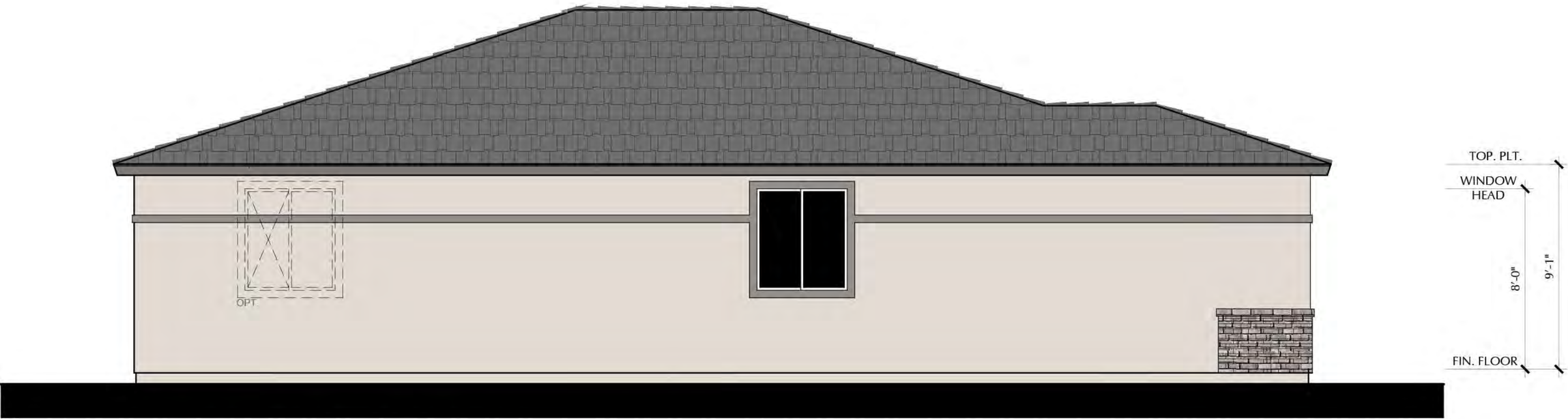
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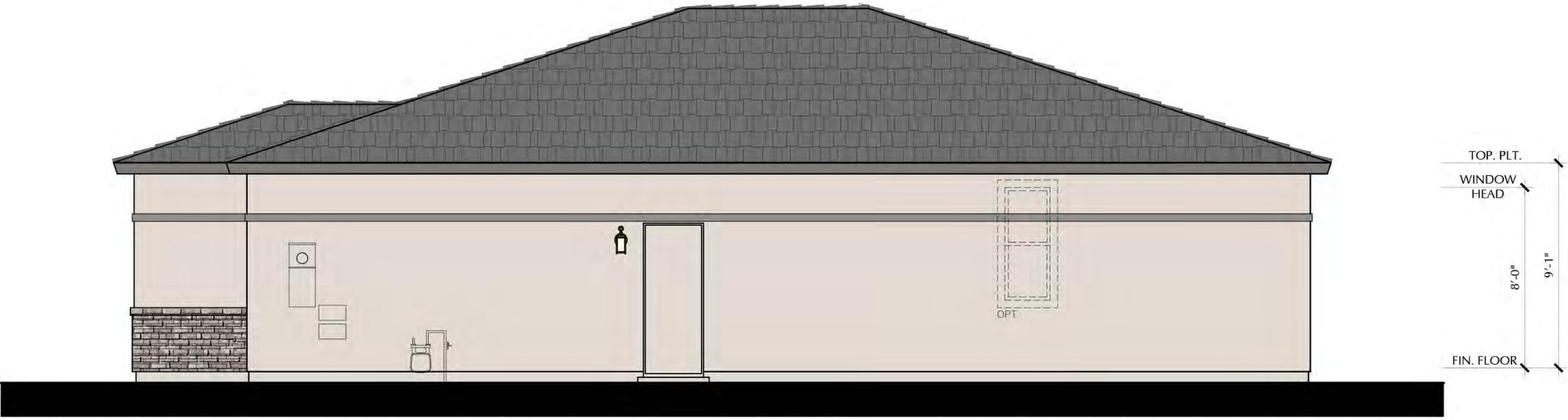
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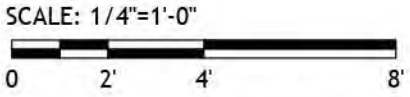


LEFT ELEVATION - PRAIRIE



RIGHT ELEVATION - PRAIRIE

N901 - AMETHYST
SIDE ELEVATIONS D



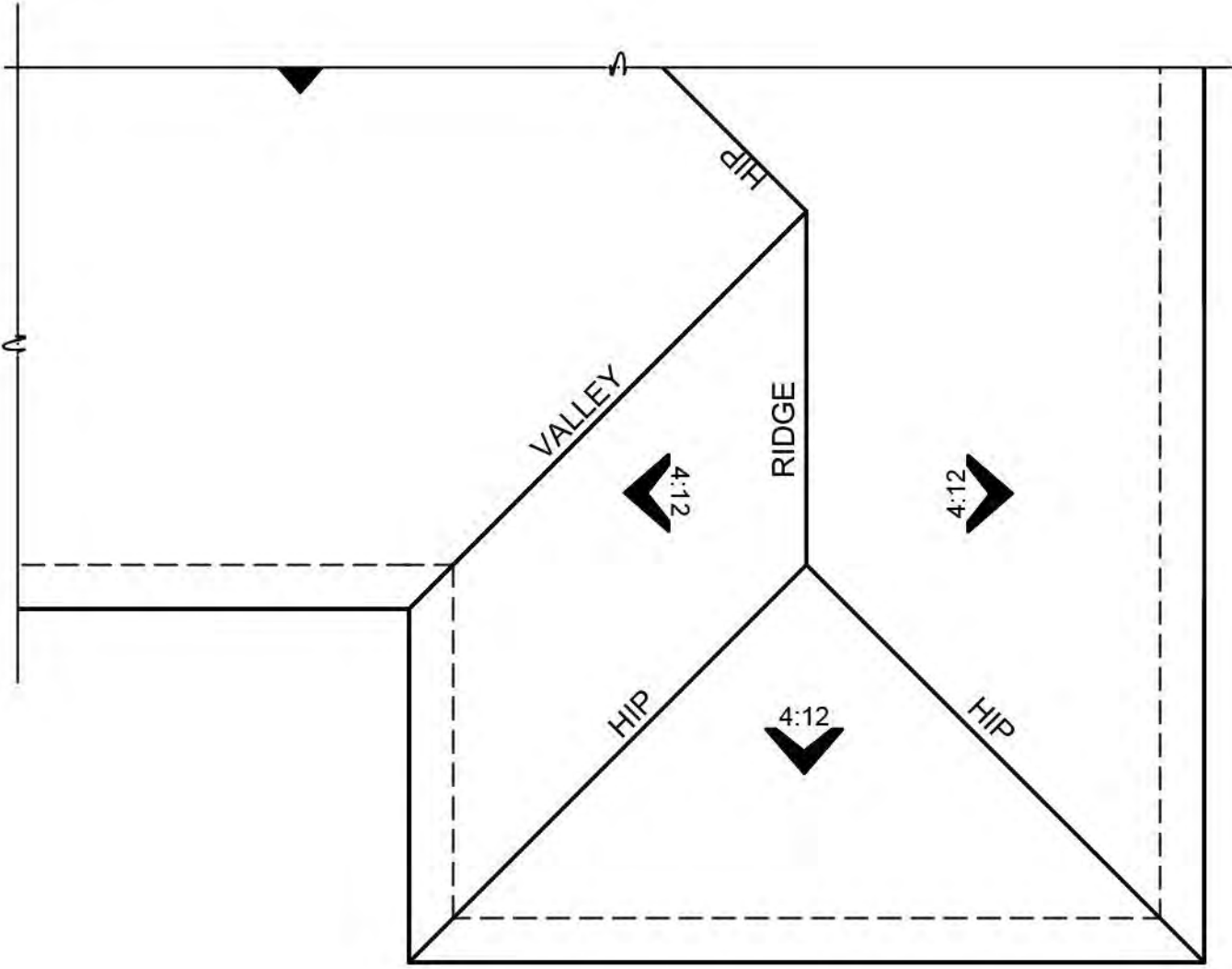
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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

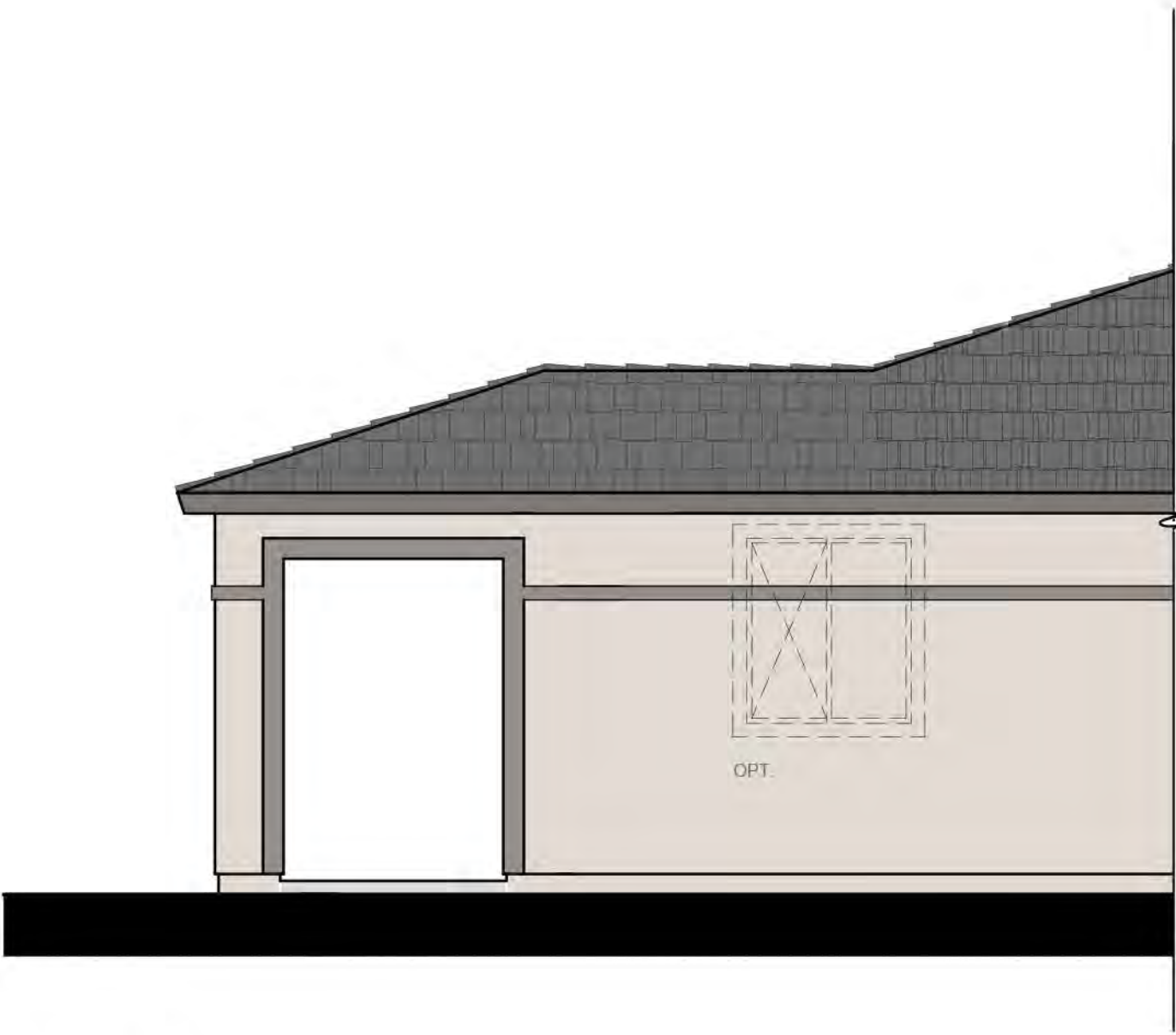
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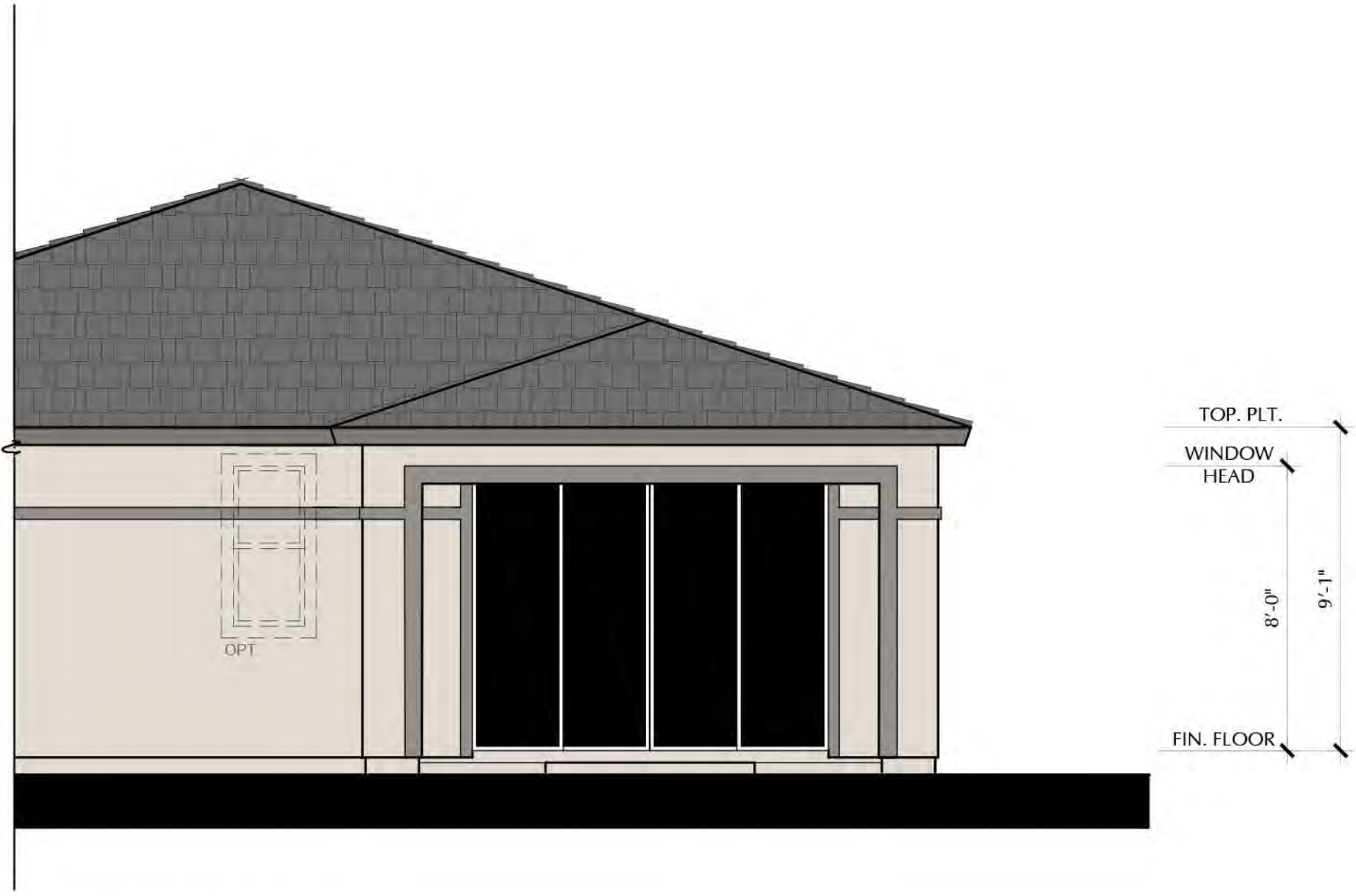
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ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS D - PRAIRIE -

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RANCHO CORDOVA, CALIFORNIA

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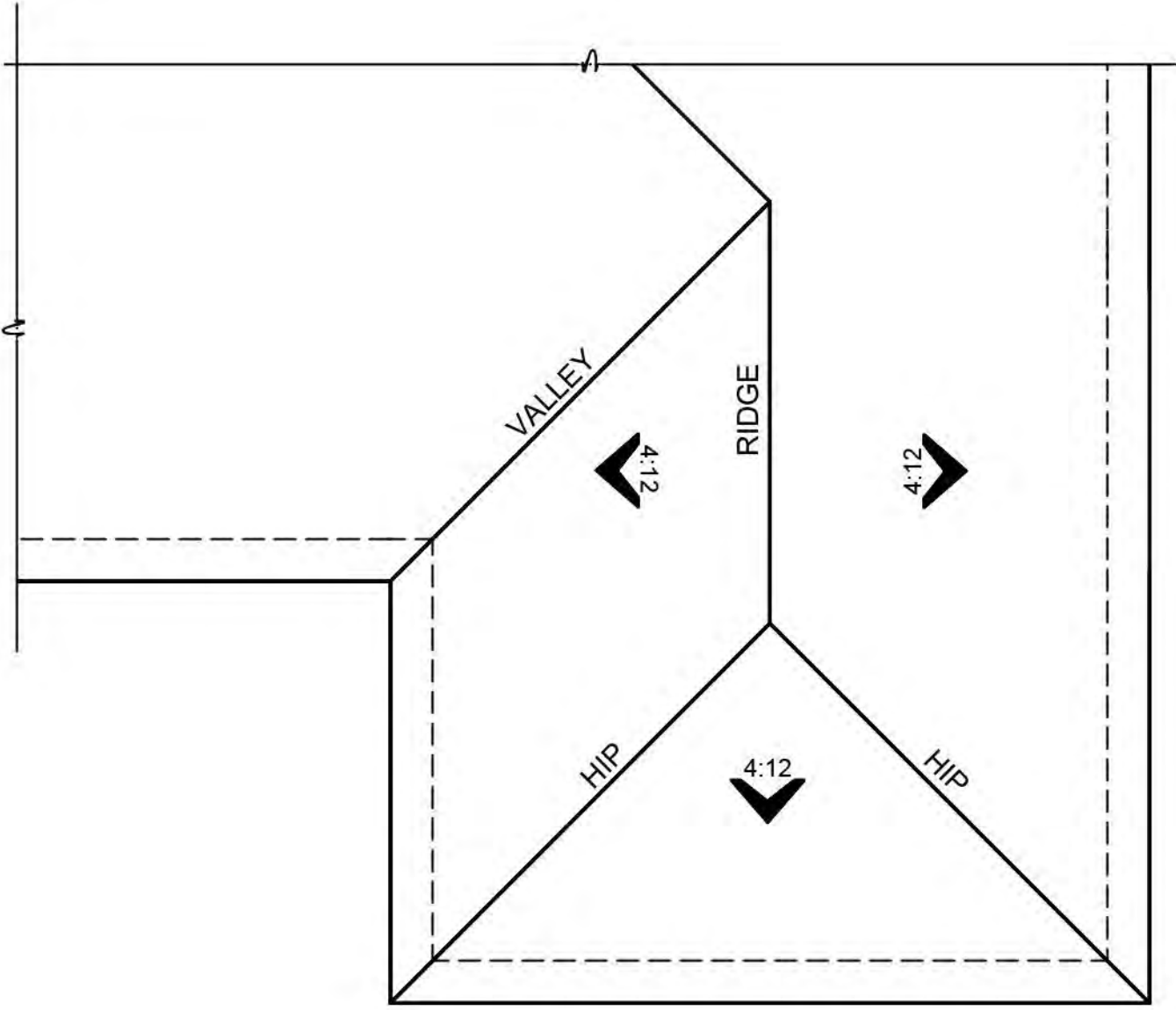
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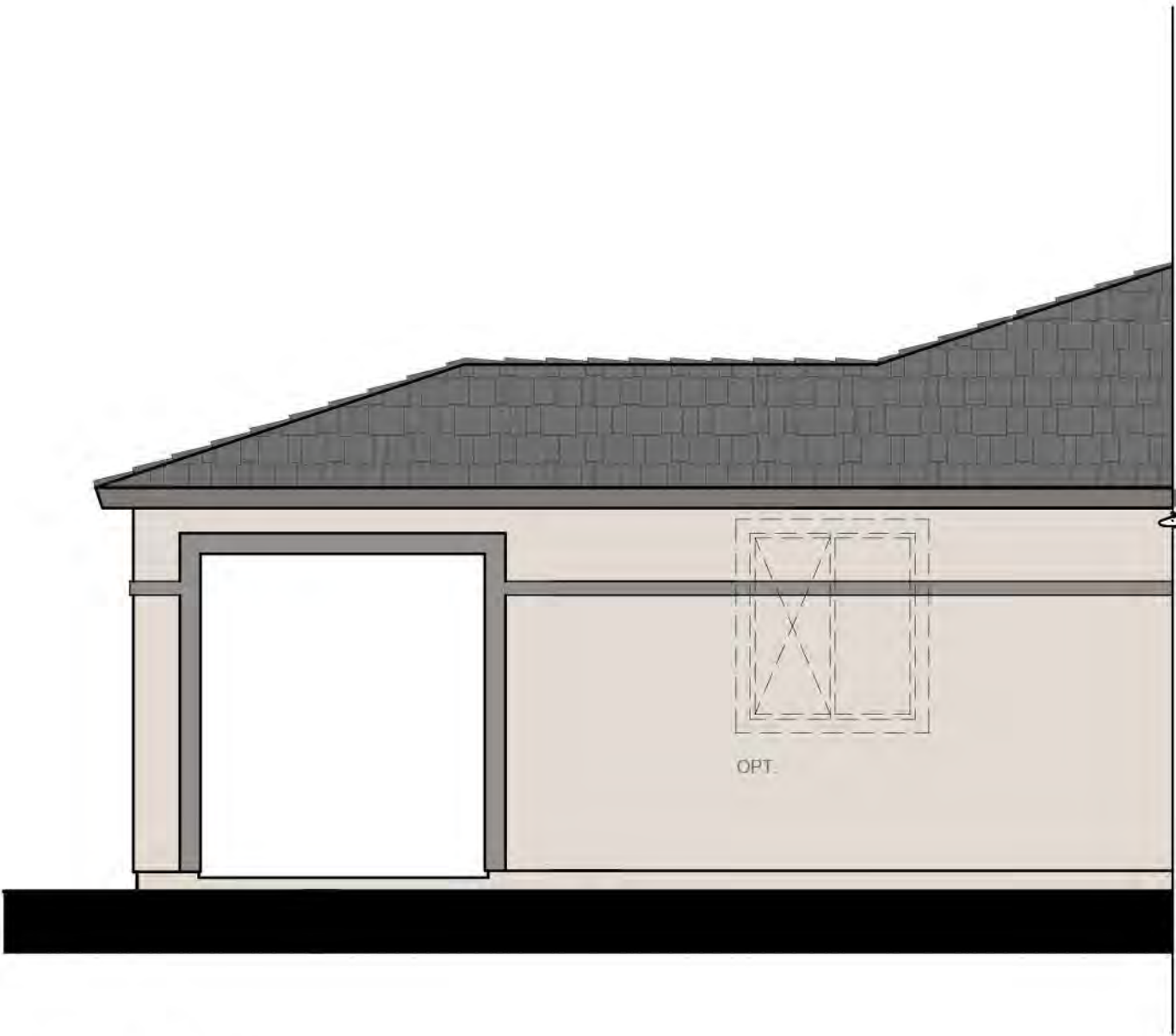
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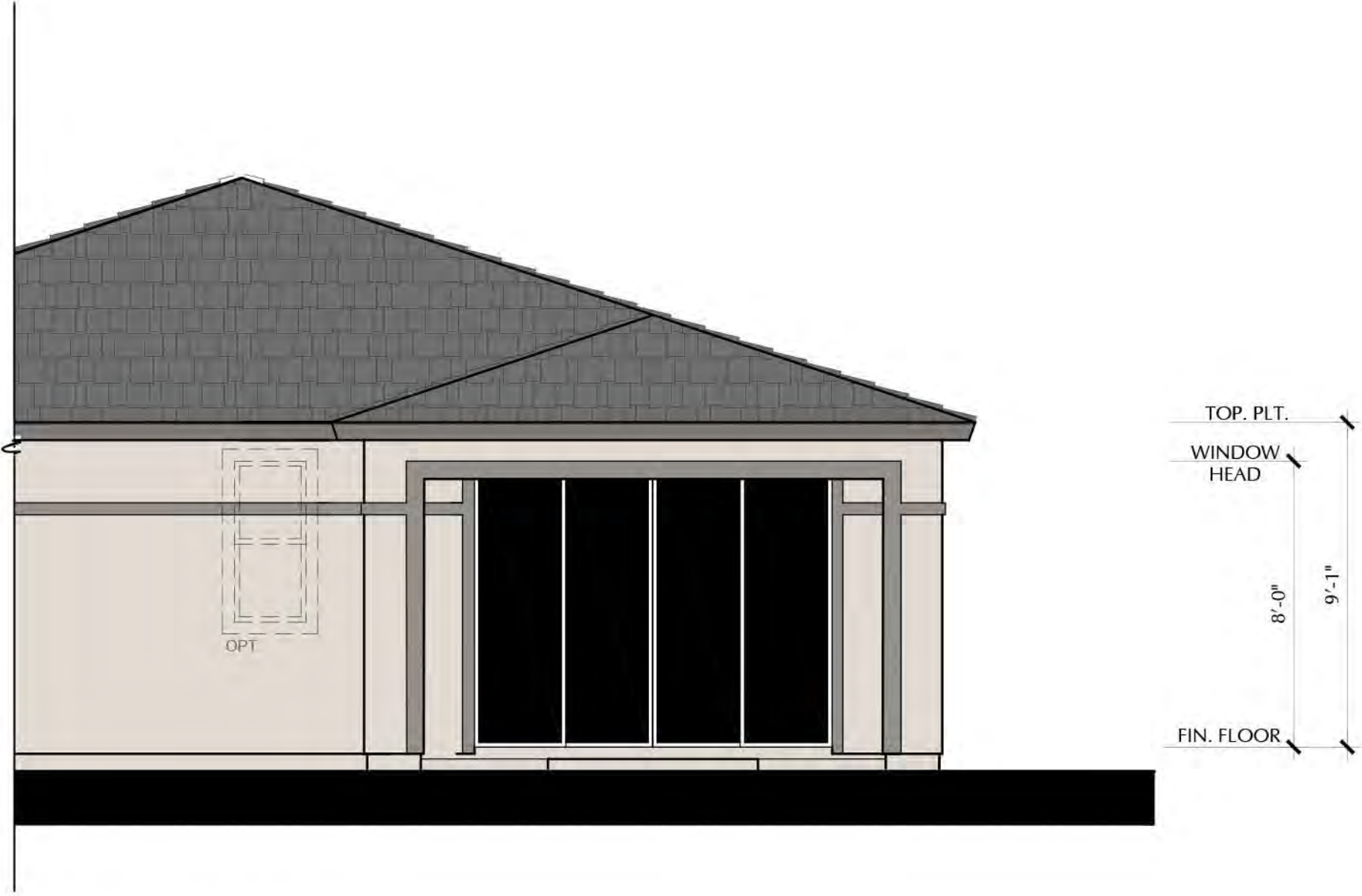
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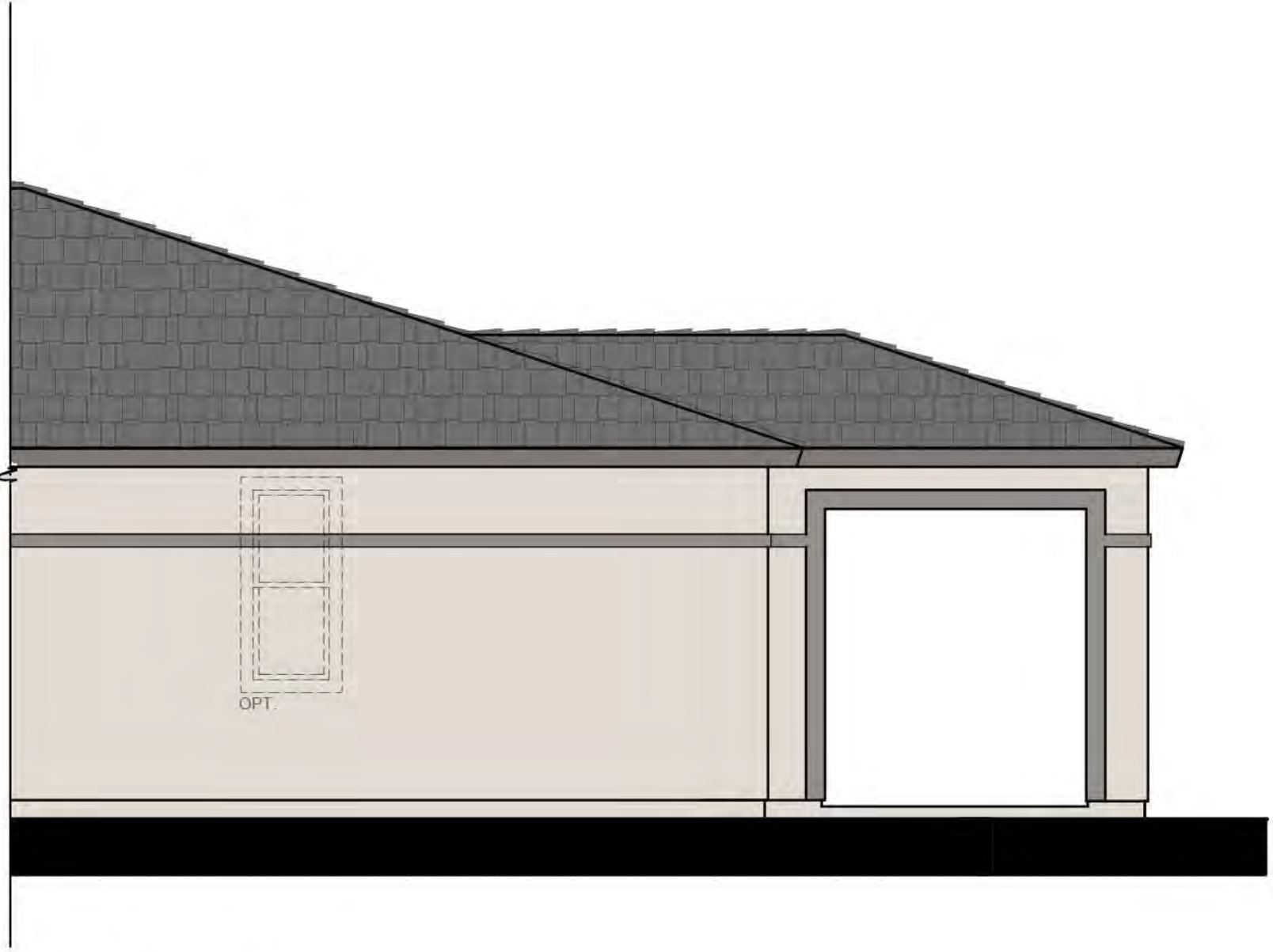
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS D - PRAIRIE -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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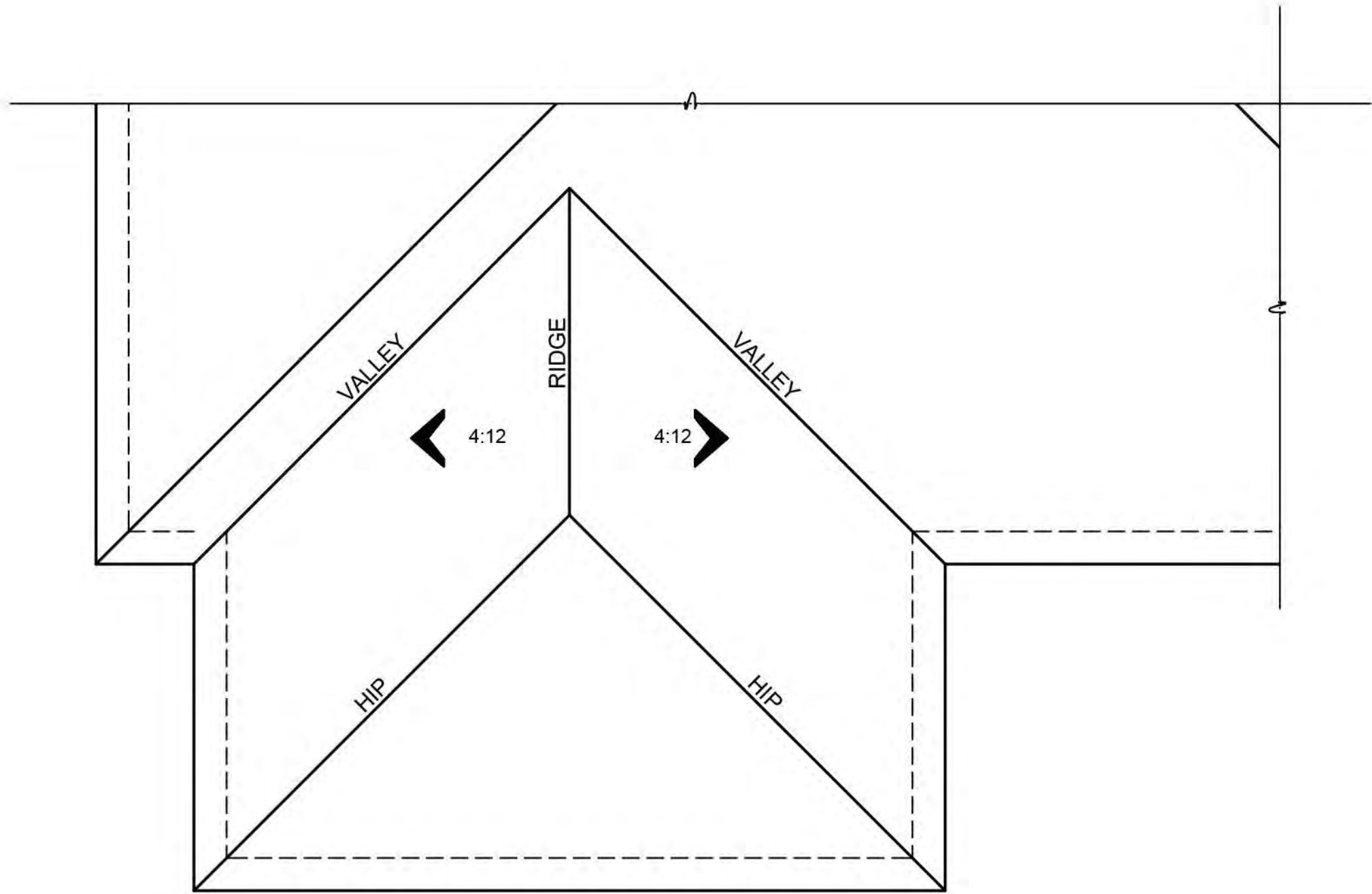
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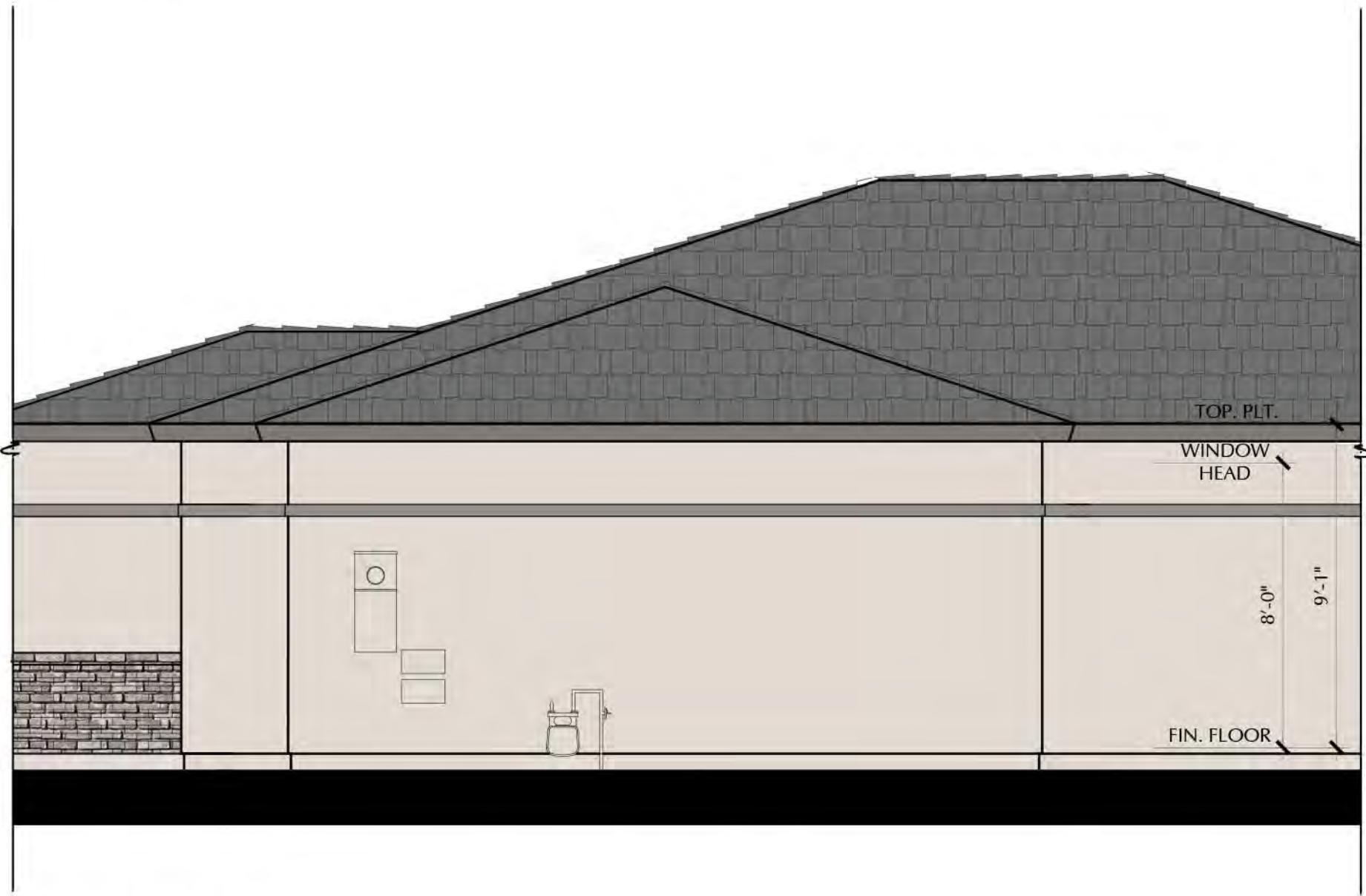
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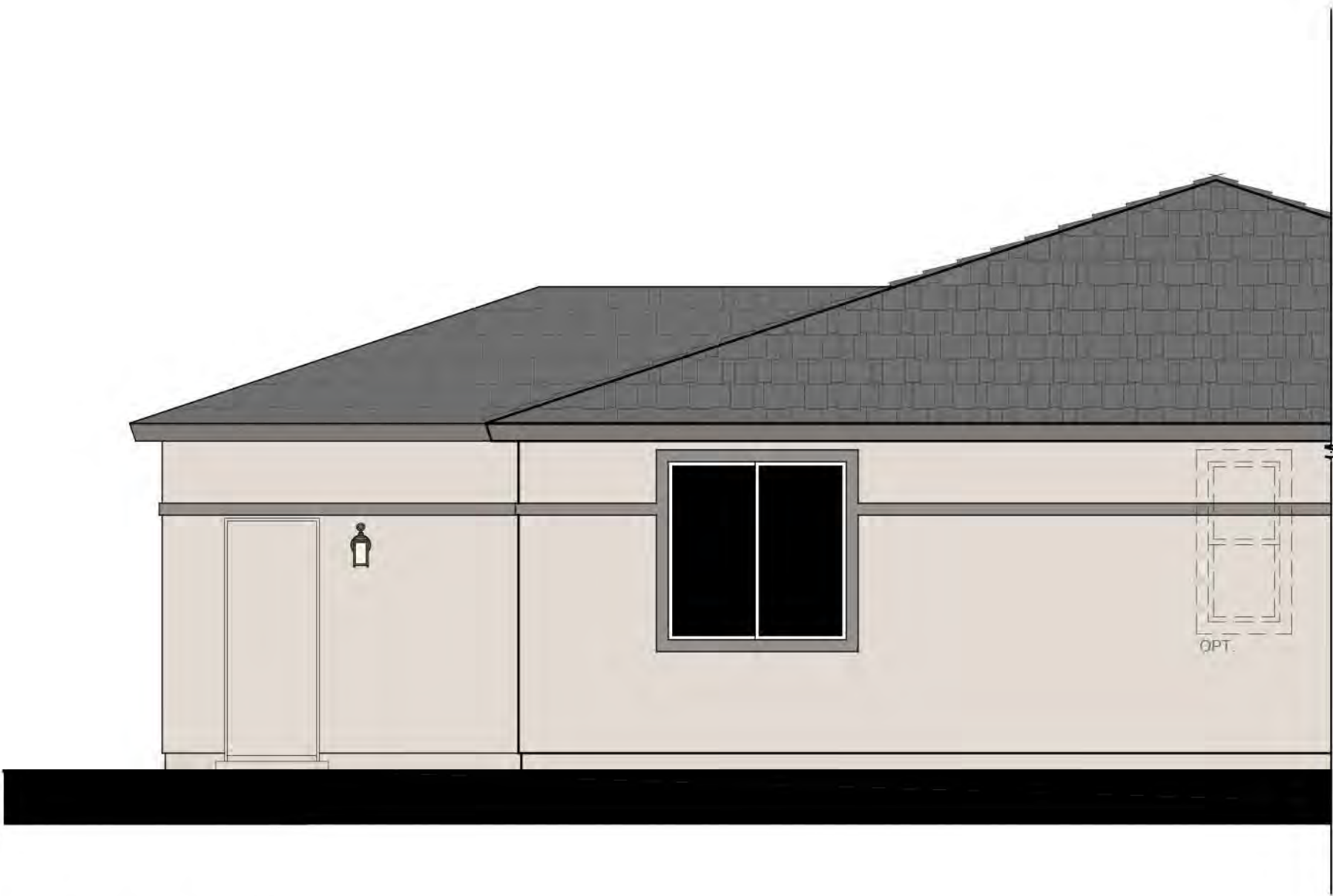
ROOF PLAN



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

N901 - AMETHYST
3-CAR GARAGE ELEVATIONS C - WINE COUNTRY -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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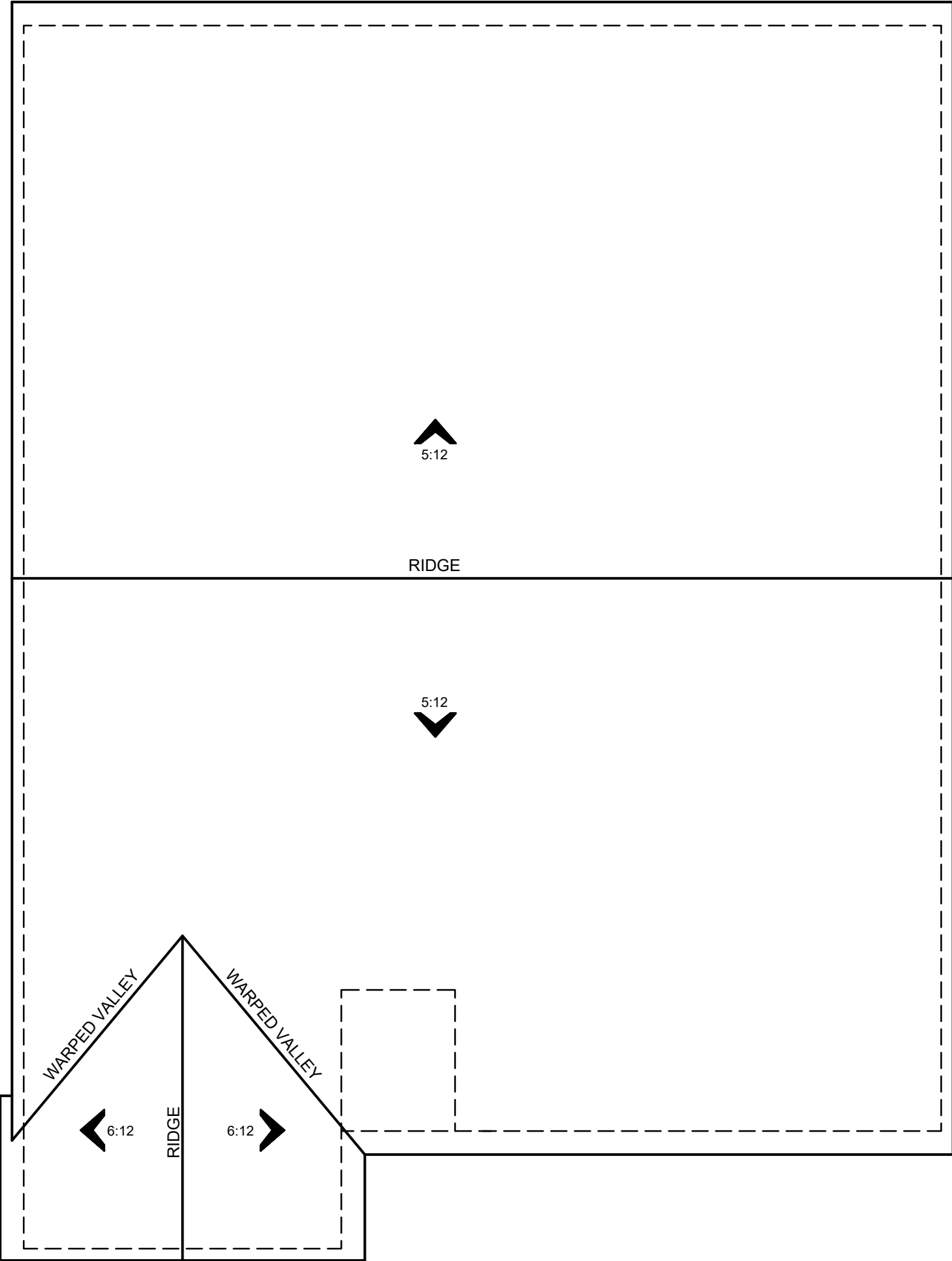
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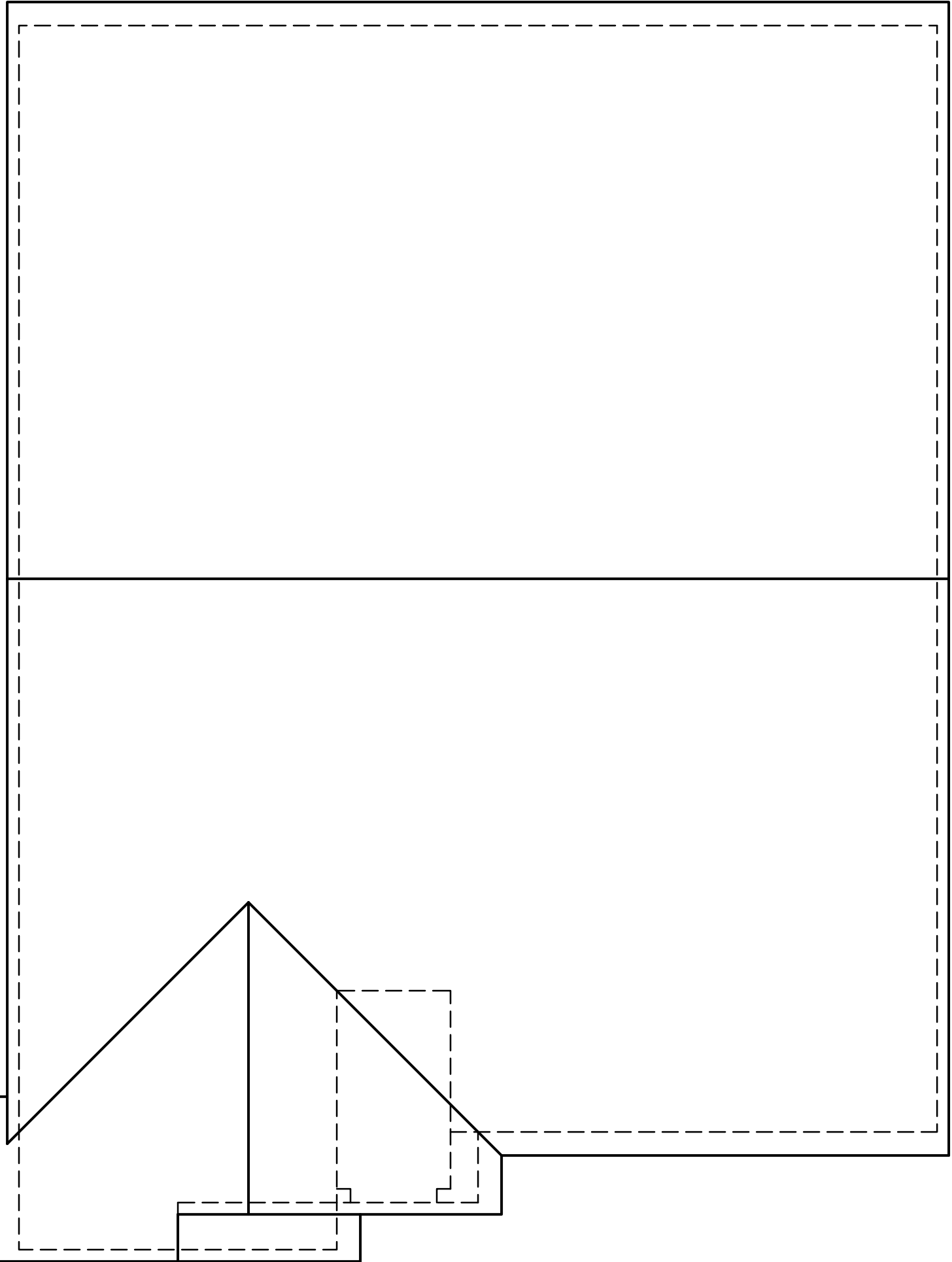
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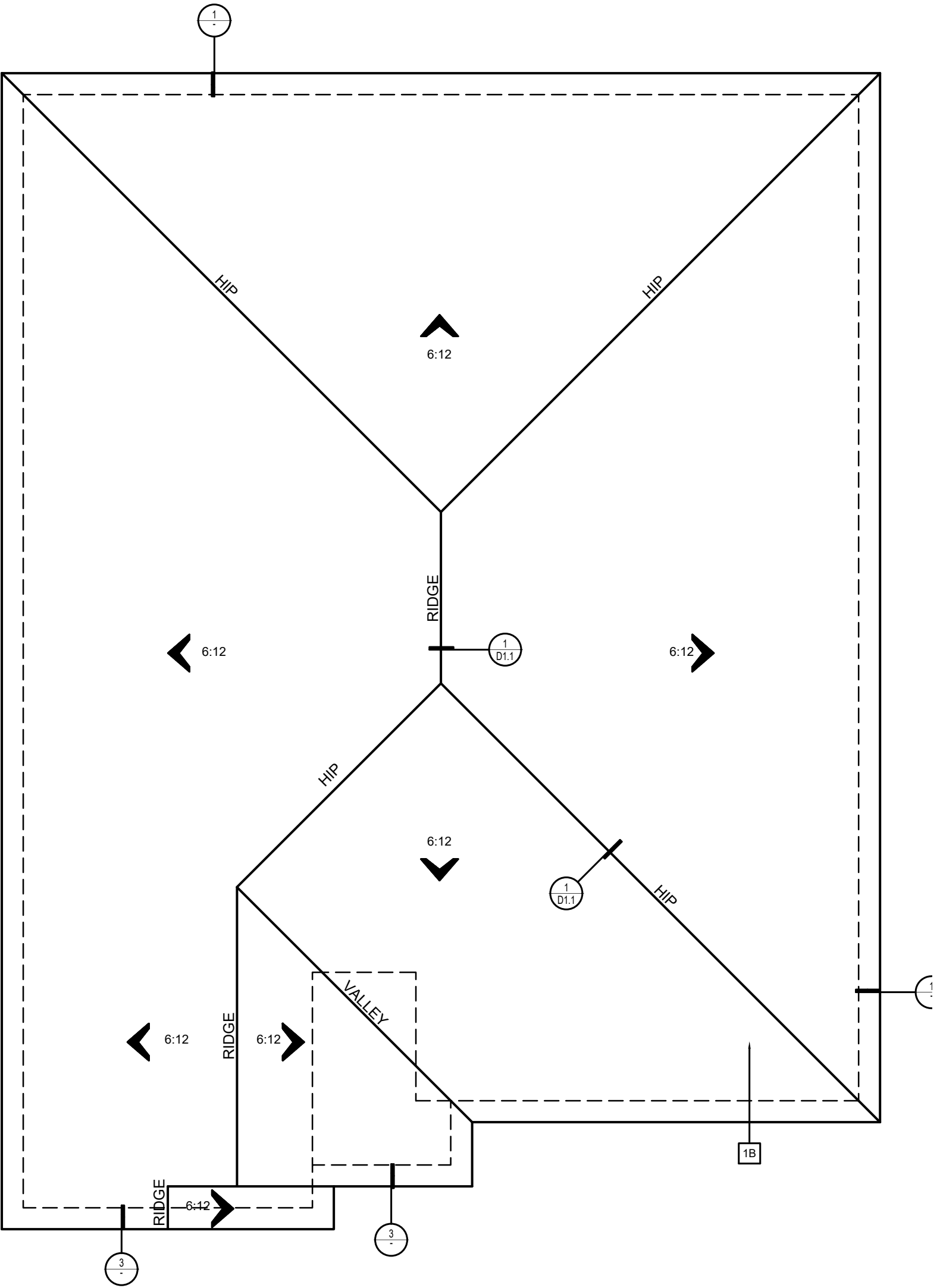
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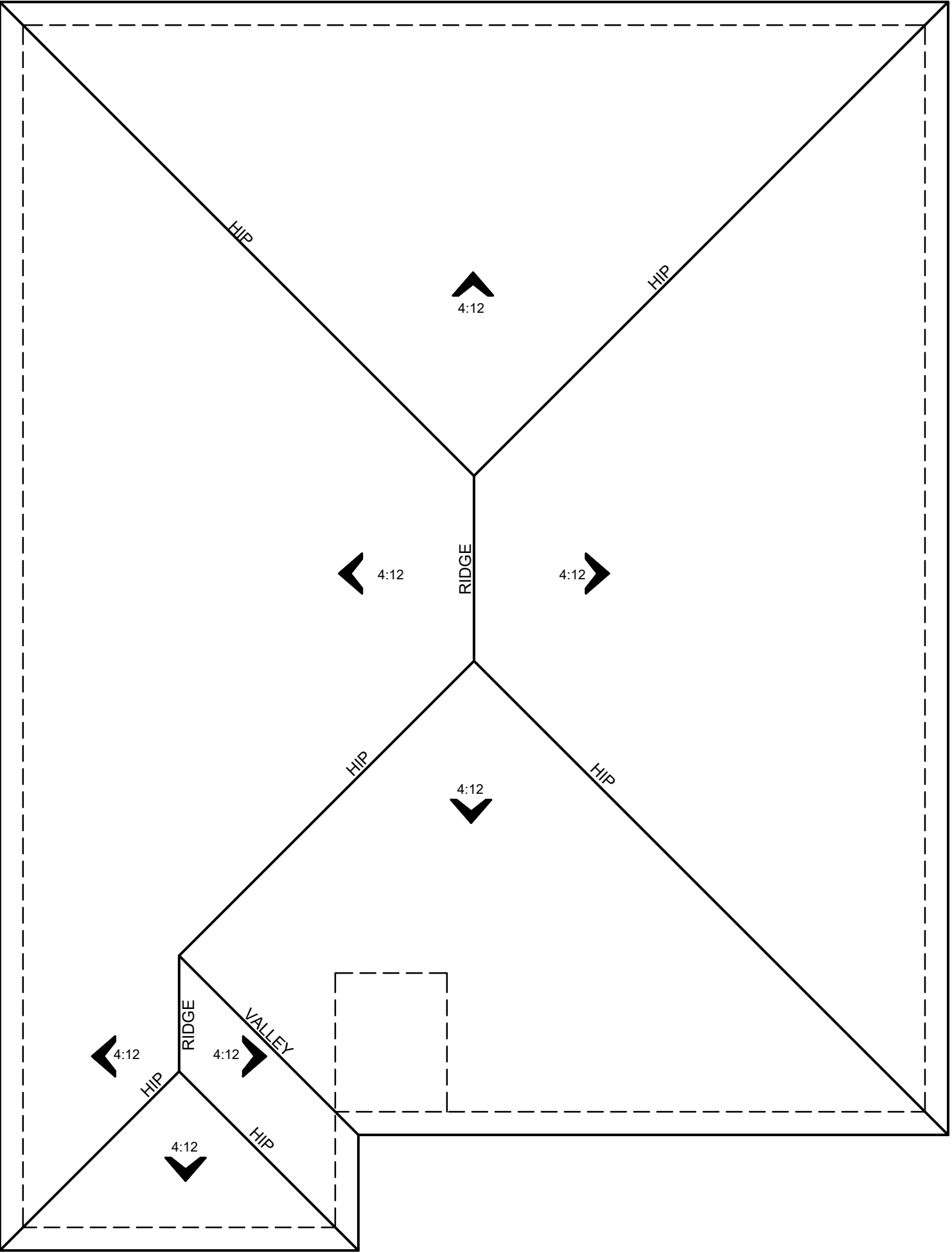
FARMHOUSE-A



CRAFTSMAN - B

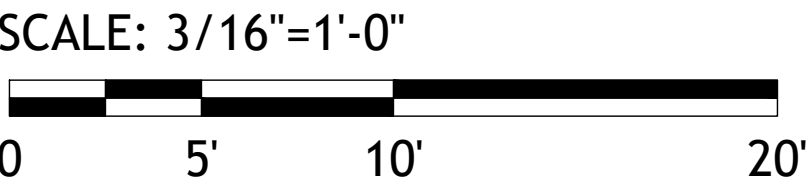


WINE COUNTRY - C



PRAIRIE- D

N901 - AMETHYST
ROOF PLANS



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N915 - LAPIS

3 BEDROOMS / 2.5 BATHS / LOFT
FLEX/2 CAR GARAGE

AREA TABULATION

FIRST FLOOR	976 S.F.
SECOND FLOOR	1,203 S.F.
TOTAL	2,179 S.F.

PORCH	87 S.F.
GARAGE (2 CAR)	428 S.F.
OPT. COVERED PATIO 1	150 S.F.
OPT. COVERED PATIO 2	280 S.F.



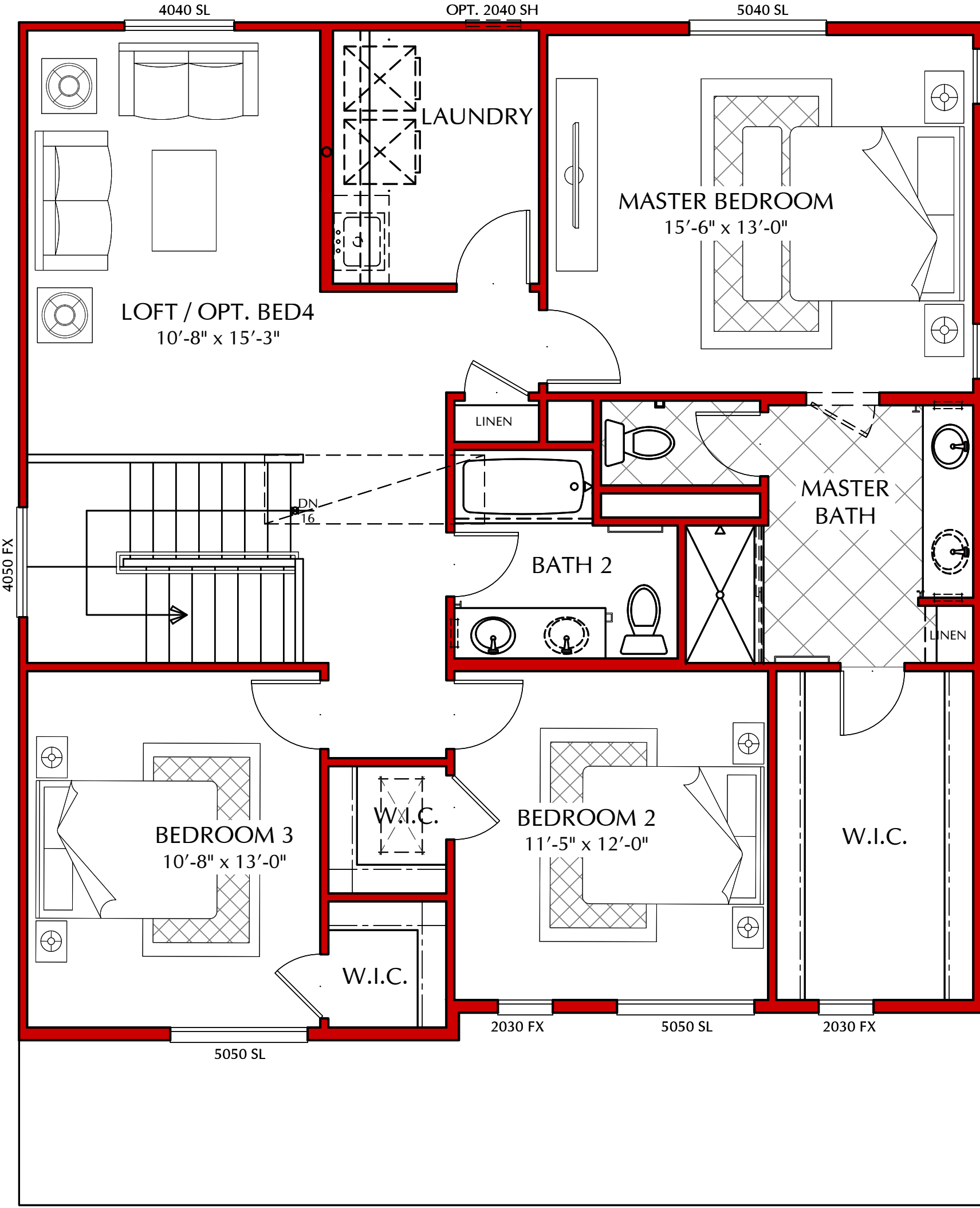
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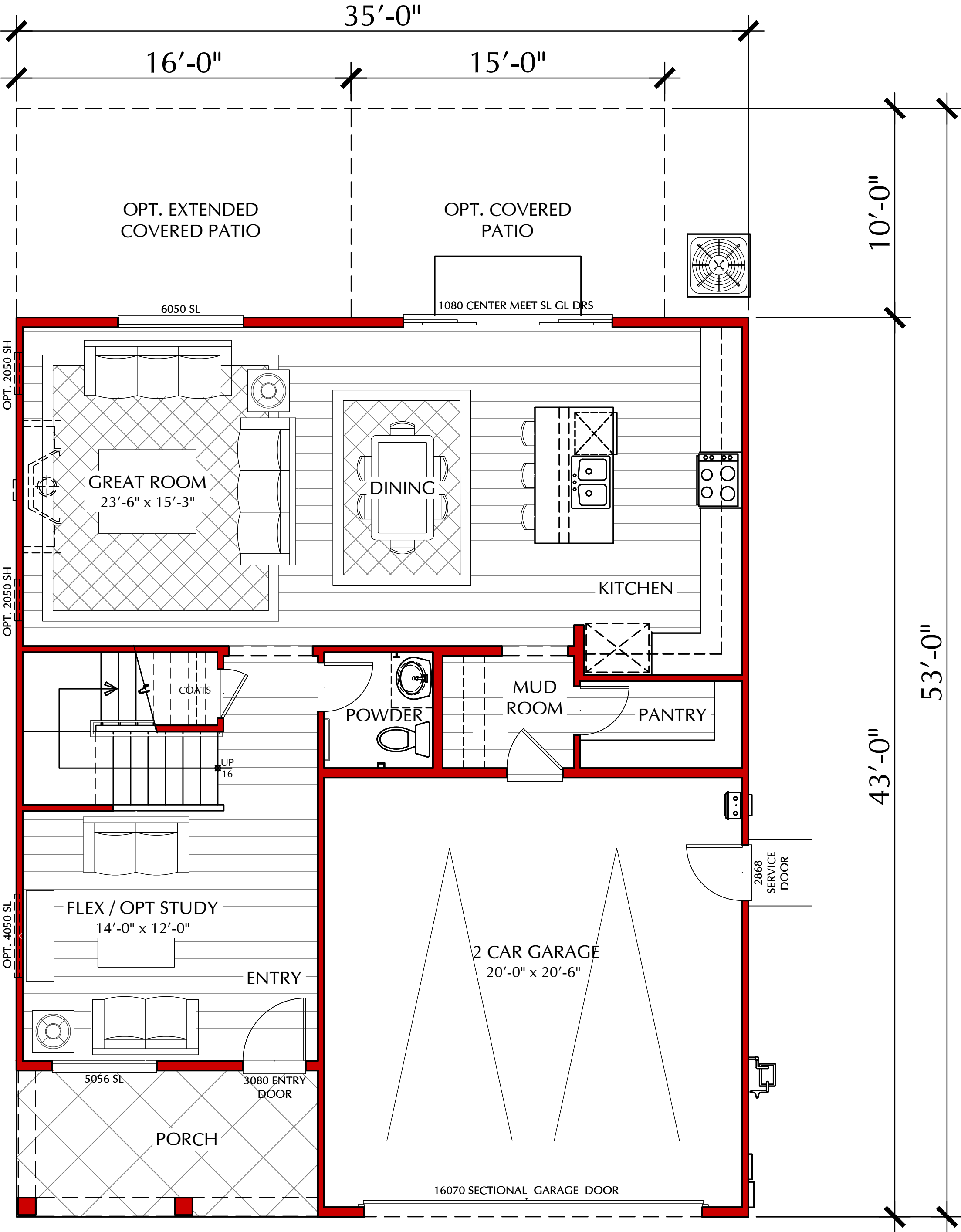
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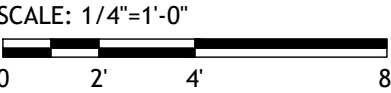
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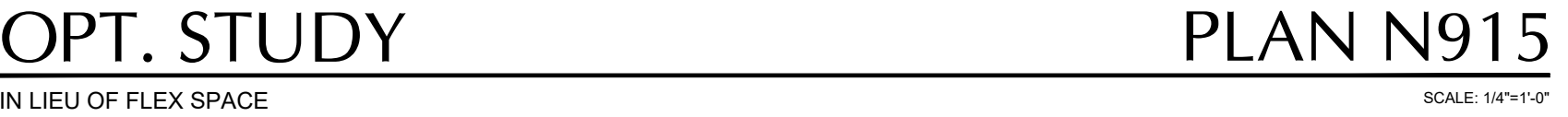
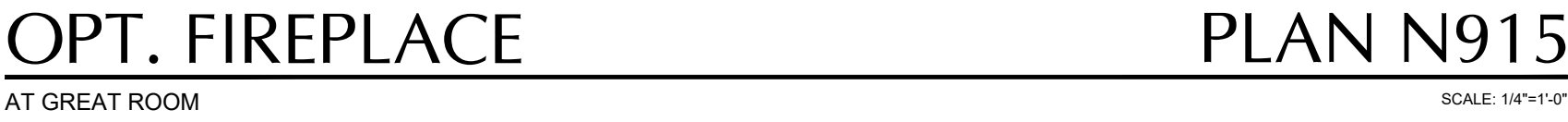
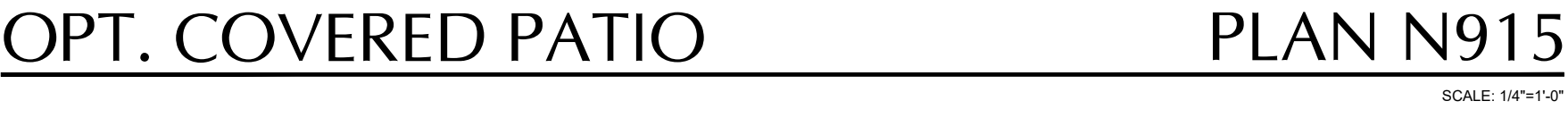
SECOND FLOOR



FIRST FLOOR



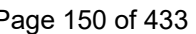
FLOOR PLAN REFLECTS 'A' ELEVATION



SEASONS AT MONTELENA

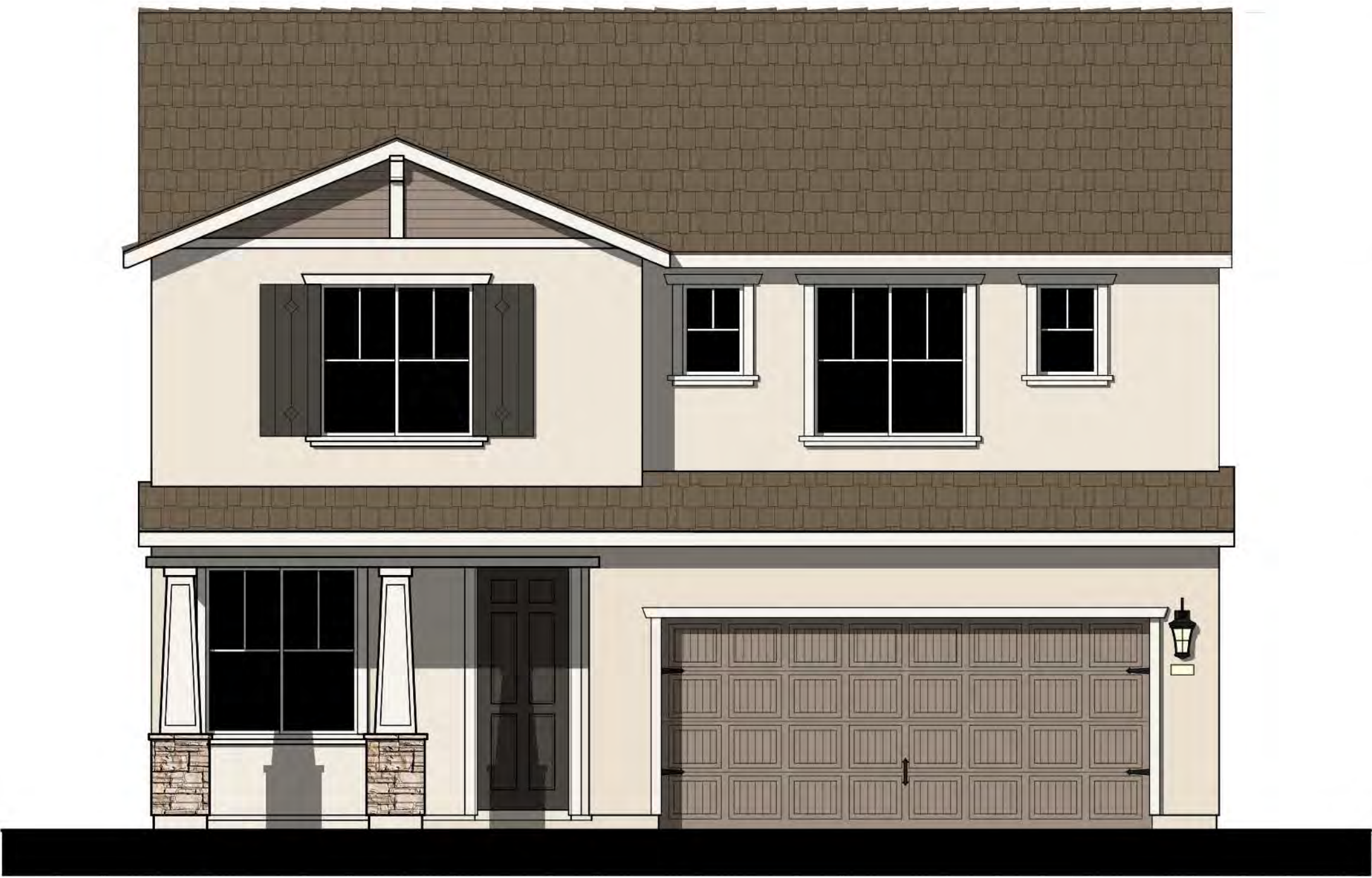
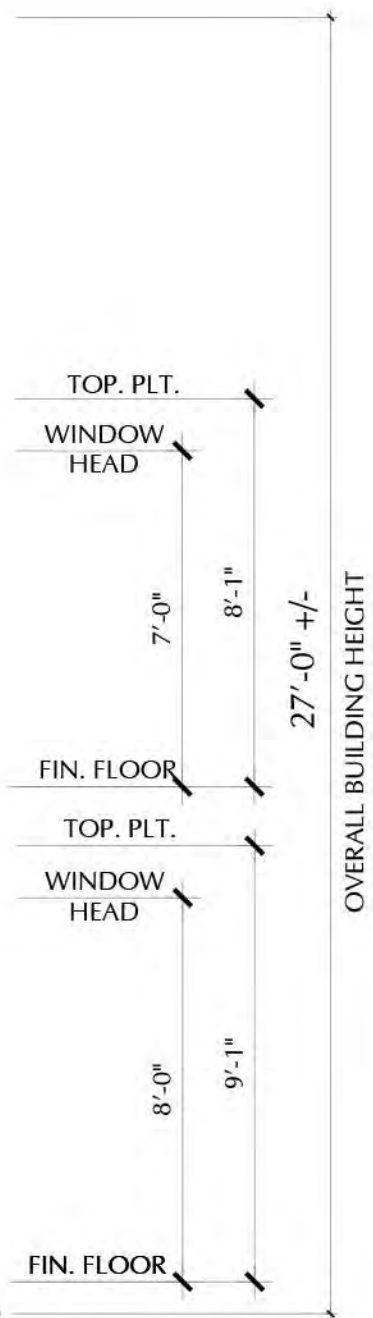
RANCHO CORDOVA, CALIFORNIA

- N915 LAPIS -
FLOOR PLAN

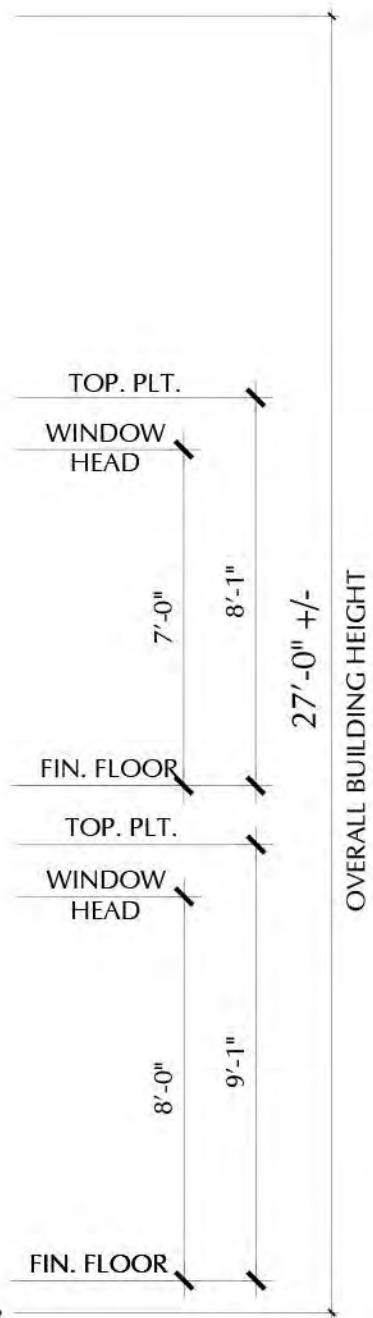




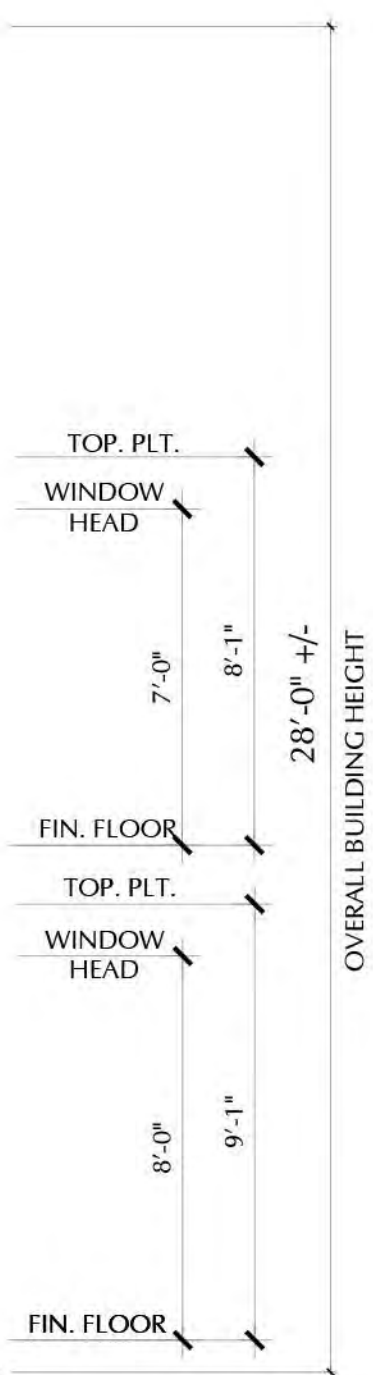
FARMHOUSE-A



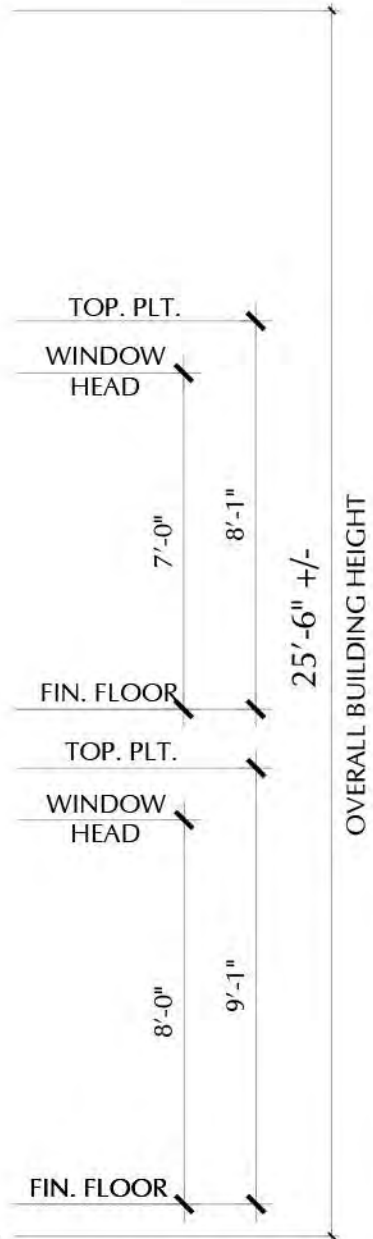
CRAFTSMAN - B



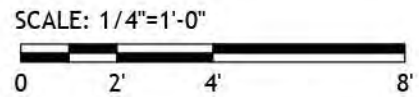
WINE COUNTRY - C



PRAIRIE- D



N915 - LAPIS
FRONT ELEVATIONS



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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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FRONT ELEVATION - FARMHOUSE



REAR ELEVATION - FARMHOUSE

N915 - LAPIS
FRONT & REAR ELEVATIONS A

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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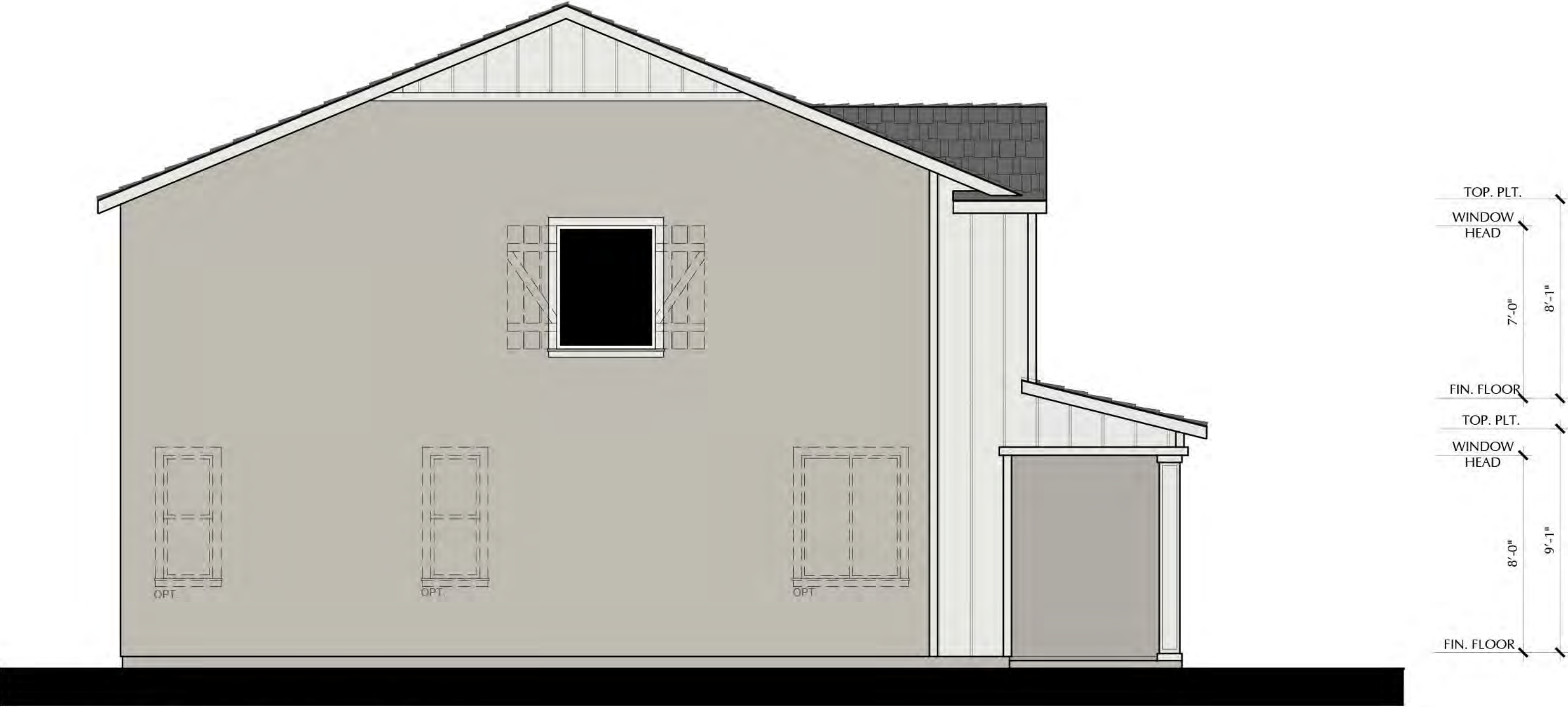
SCALE: 1/4"=1'-0"
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LEFT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N915 - LAPIS
SIDE ELEVATIONS A

SCALE: 1/4"=1'-0"
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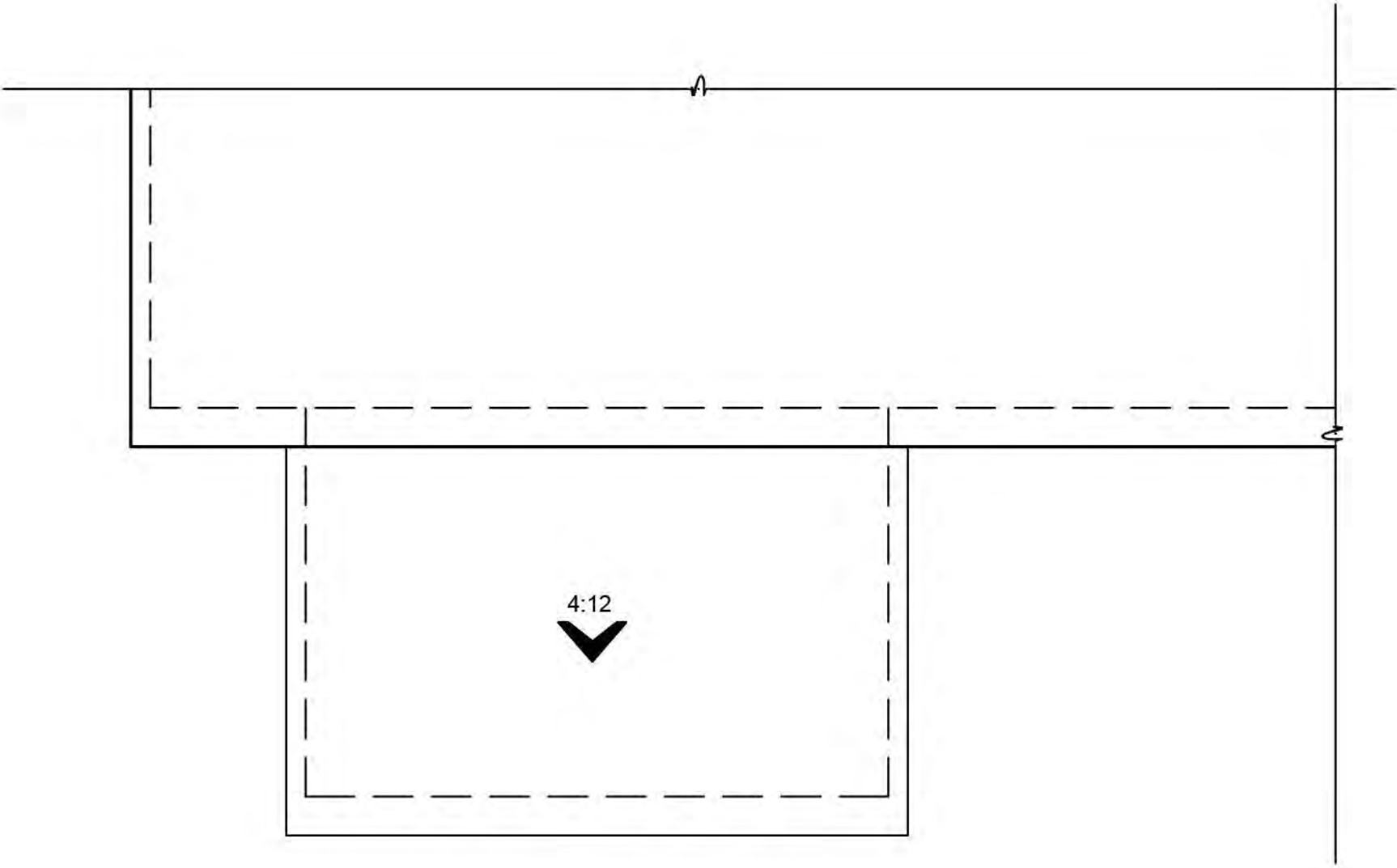
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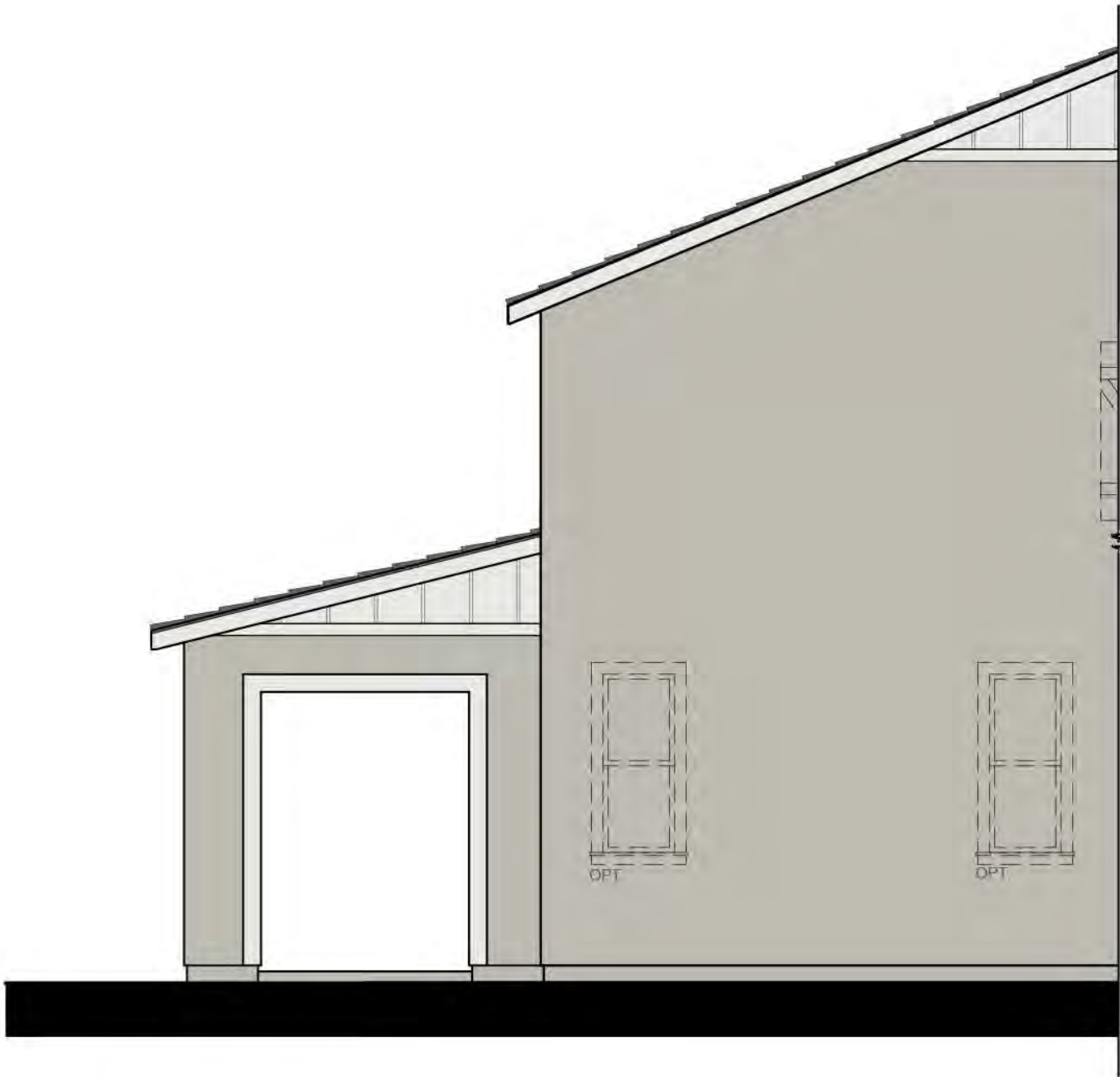
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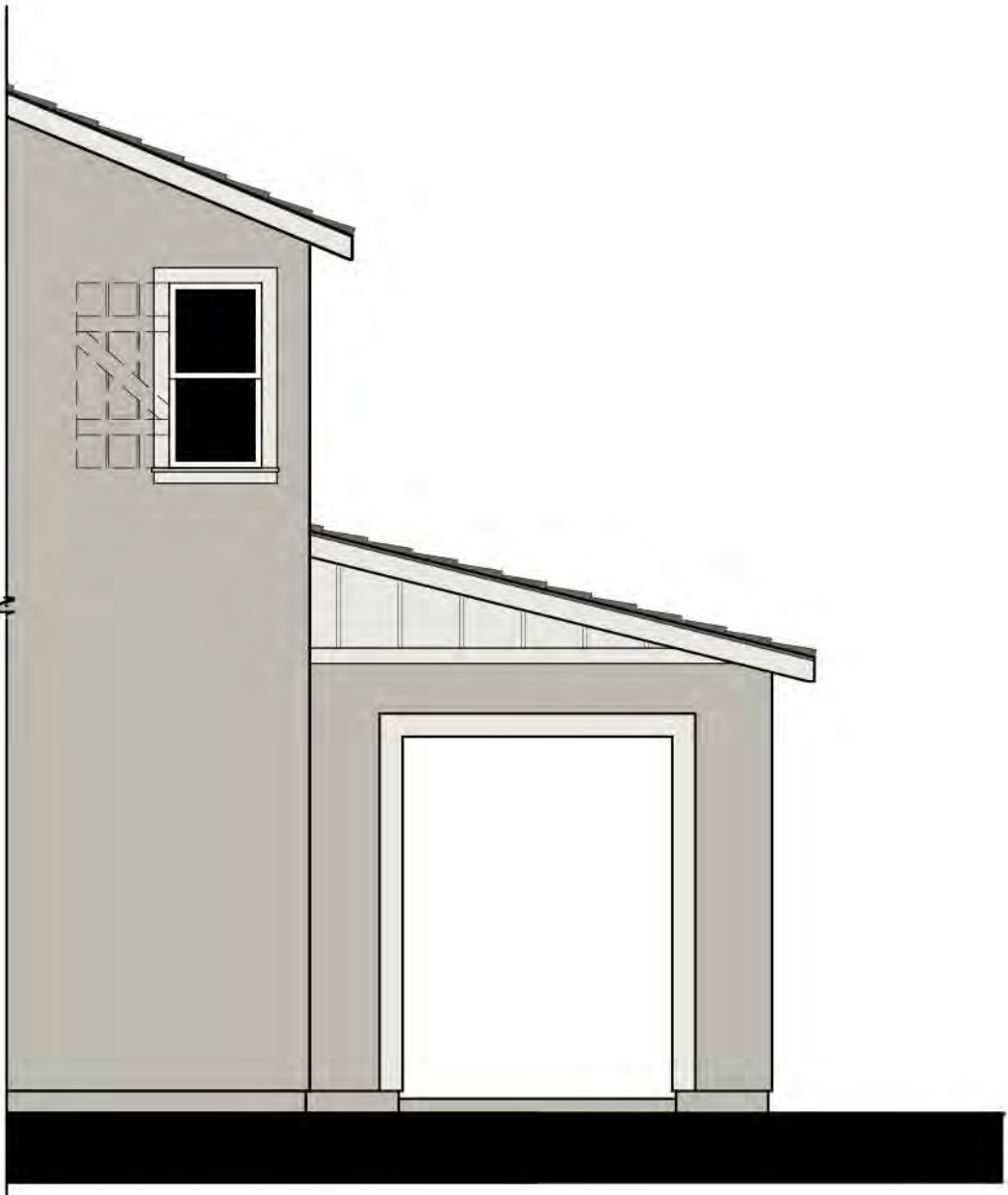
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS

COVERED PATIO ELEVATIONS A - FARMHOUSE -

SCALE: 1/4"=1'-0"
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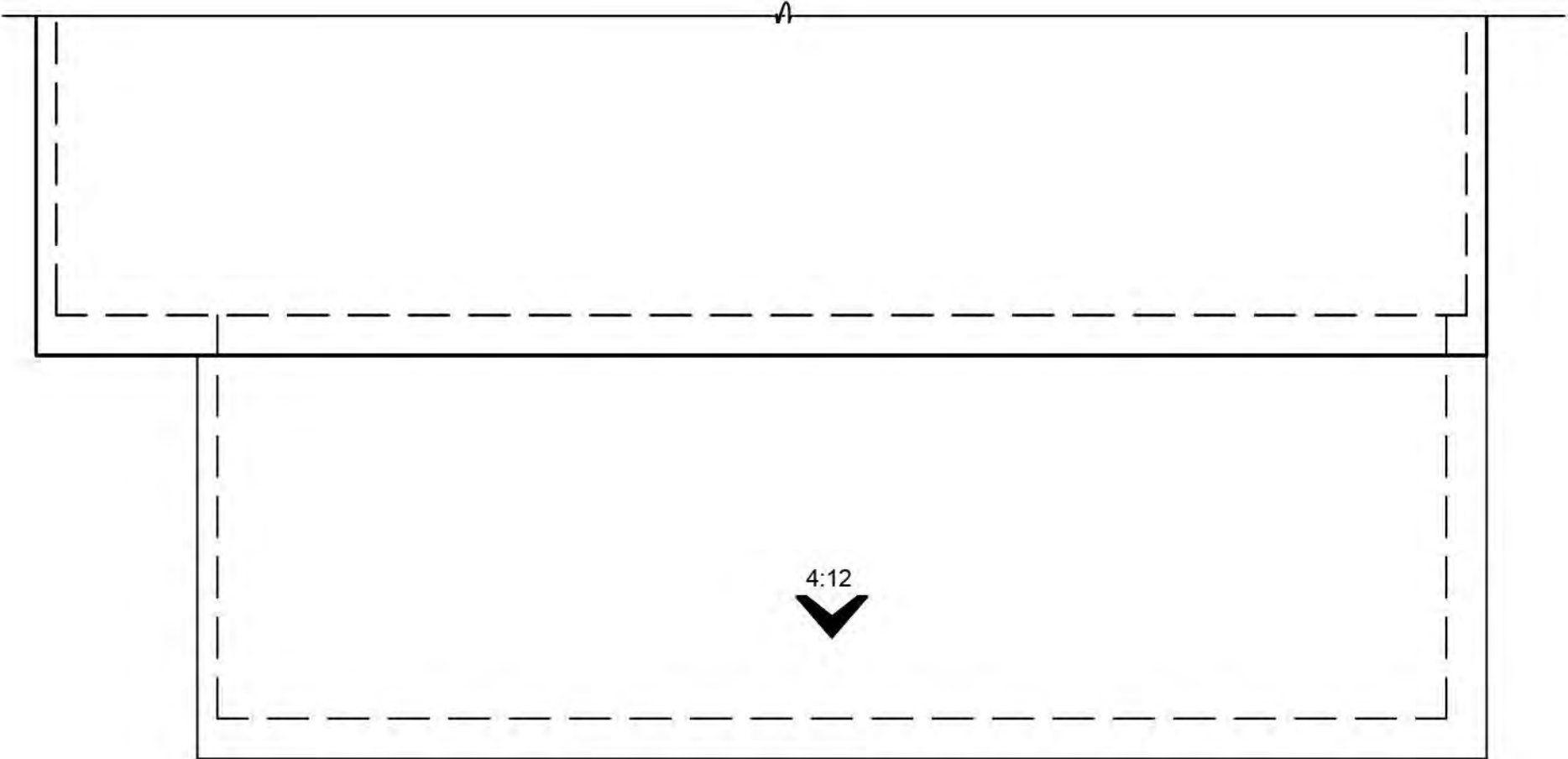
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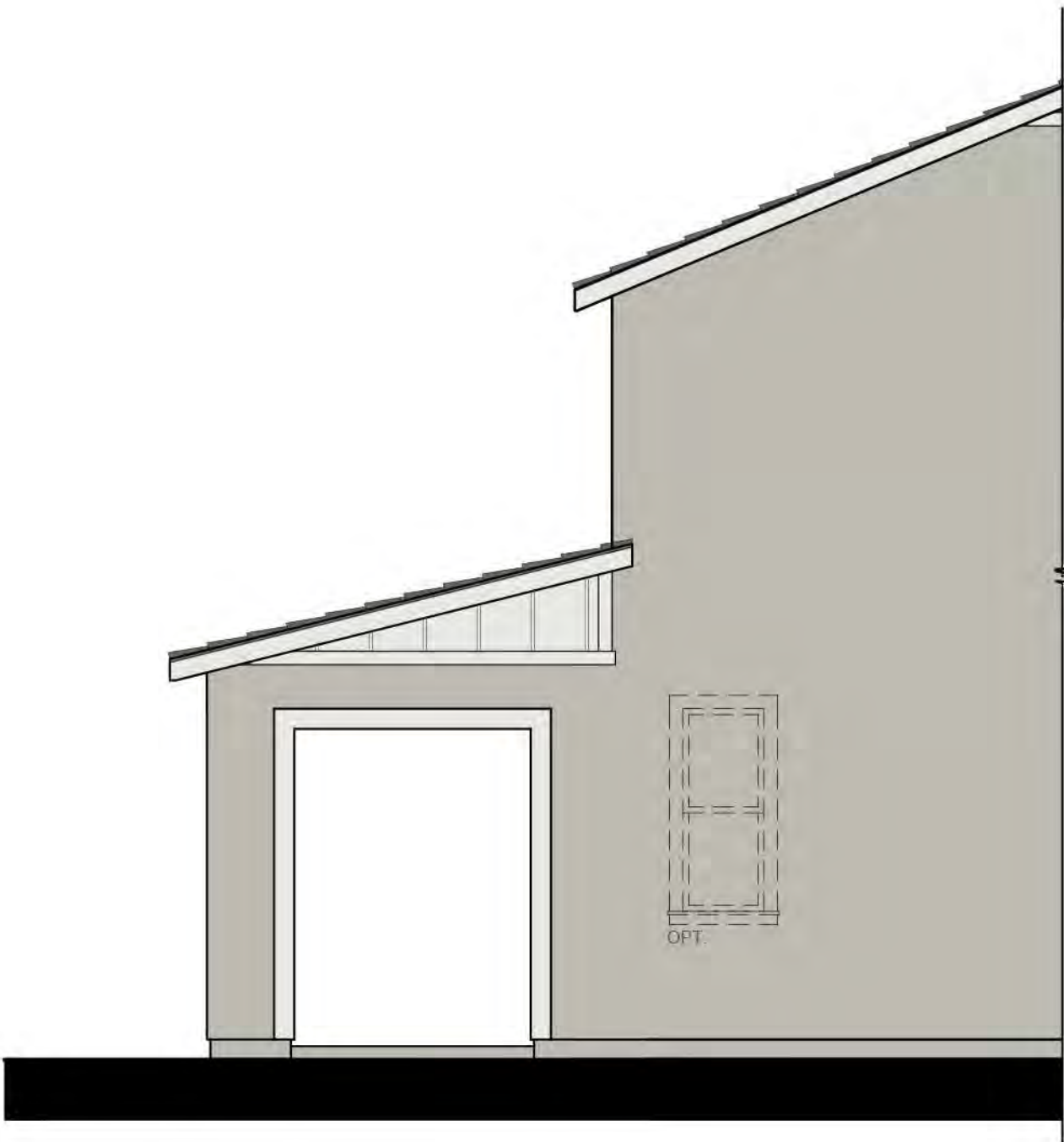
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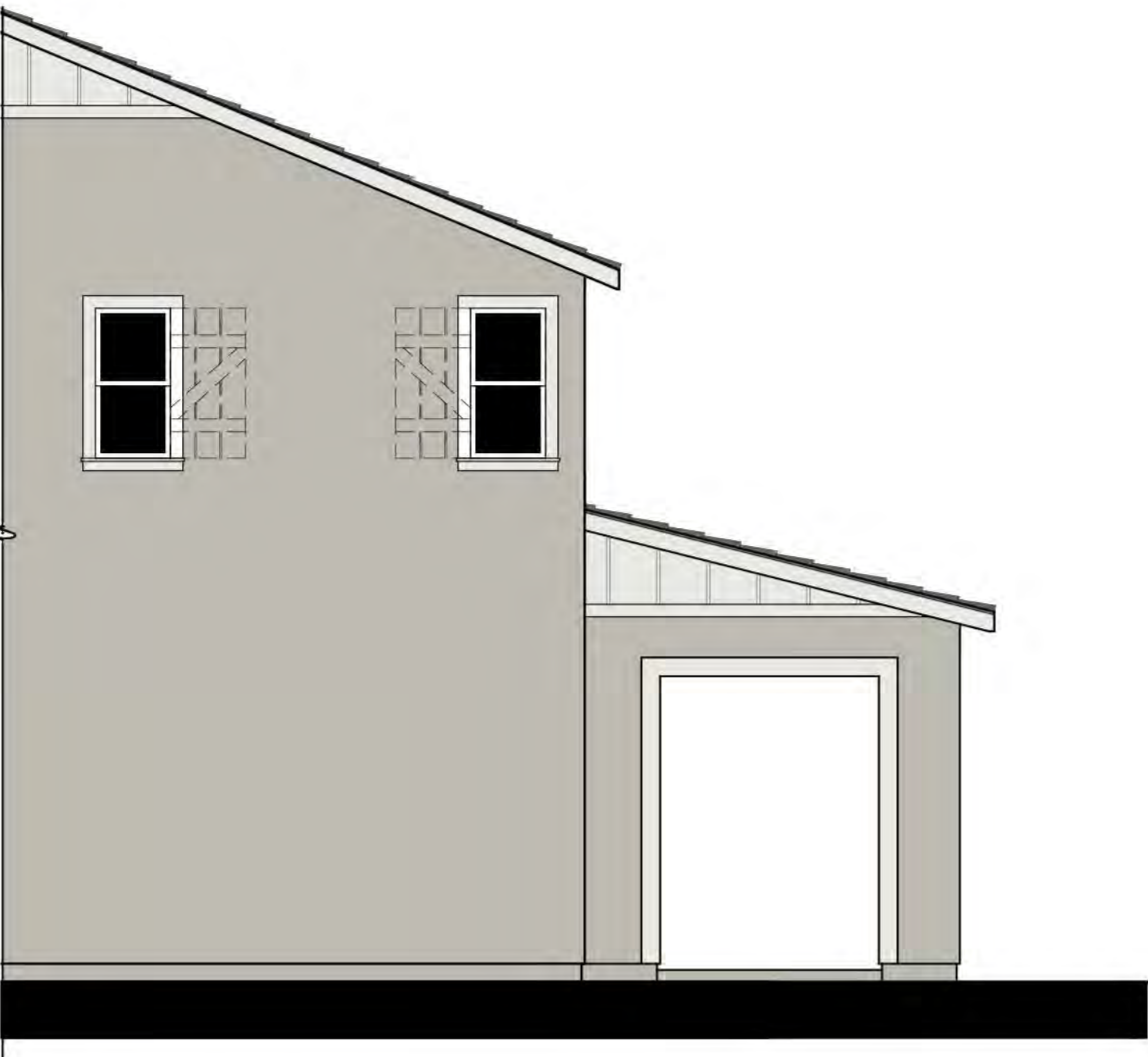
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS
EXTENDED COVERED PATIO ELEVATIONS A - FARMHOUSE -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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FRONT ELEVATION - CRAFTSMAN

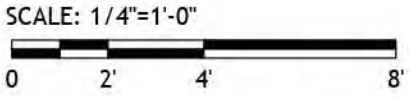


REAR ELEVATION - CRAFTSMAN

N915 - LAPIS
FRONT & REAR ELEVATIONS B

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

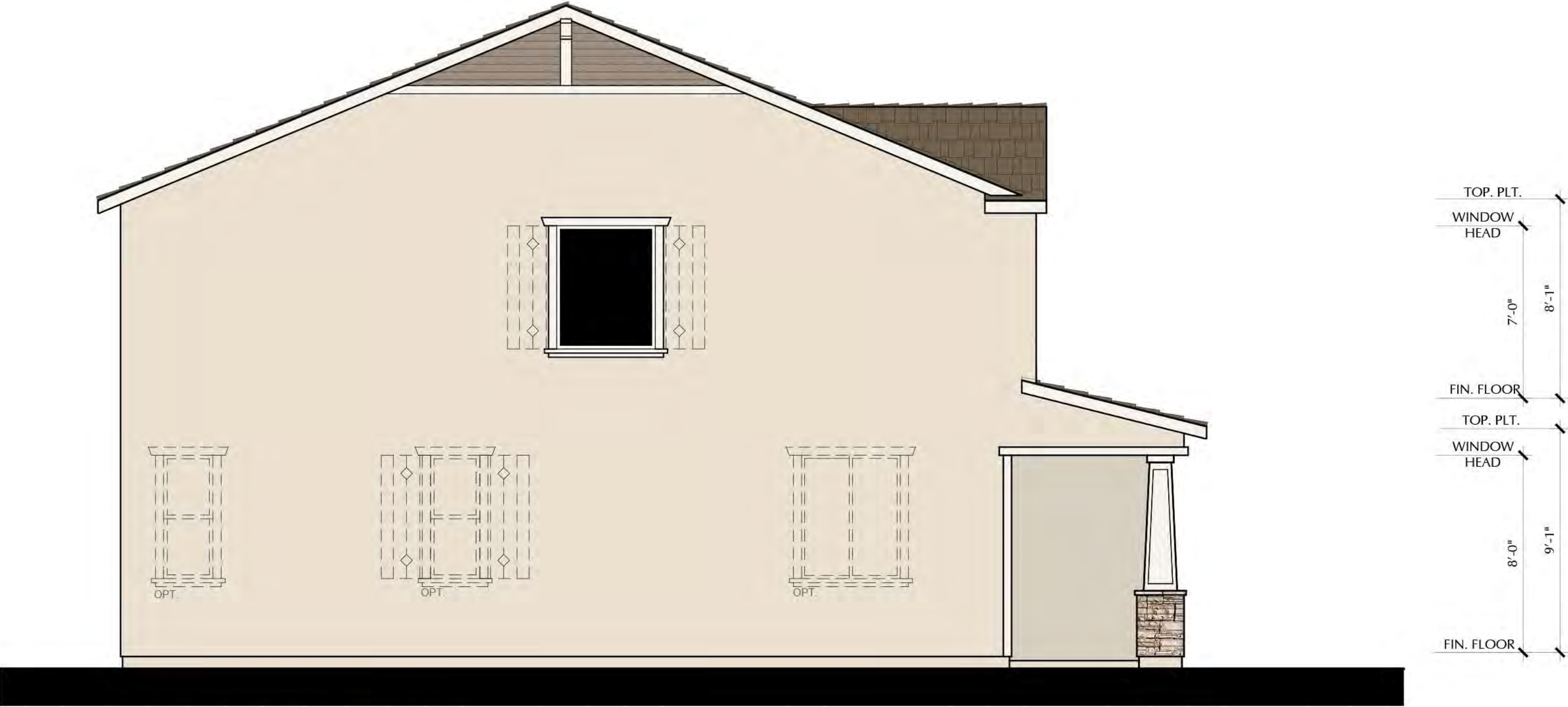
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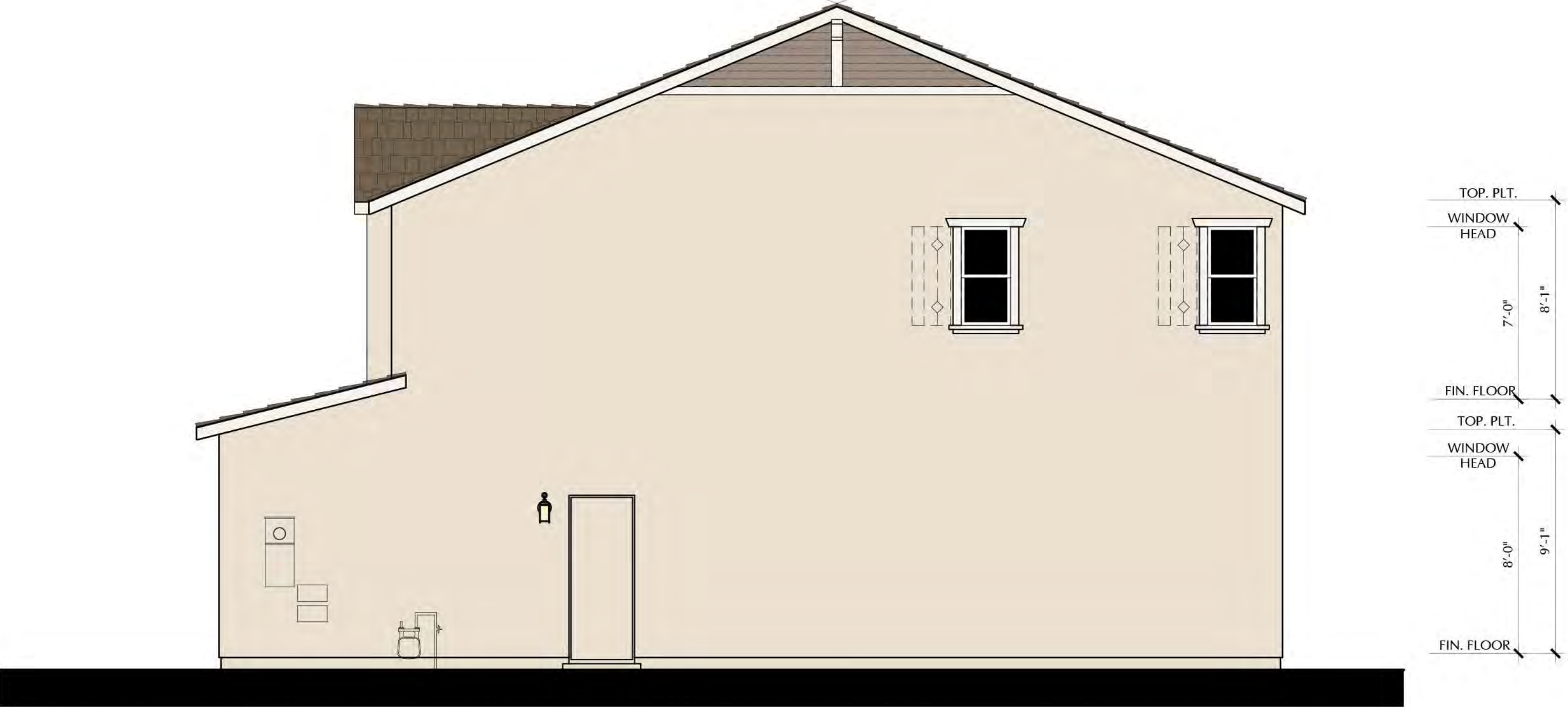
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LEFT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N915 - LAPIS
SIDE ELEVATIONS B

SCALE: 1/4"=1'-0"



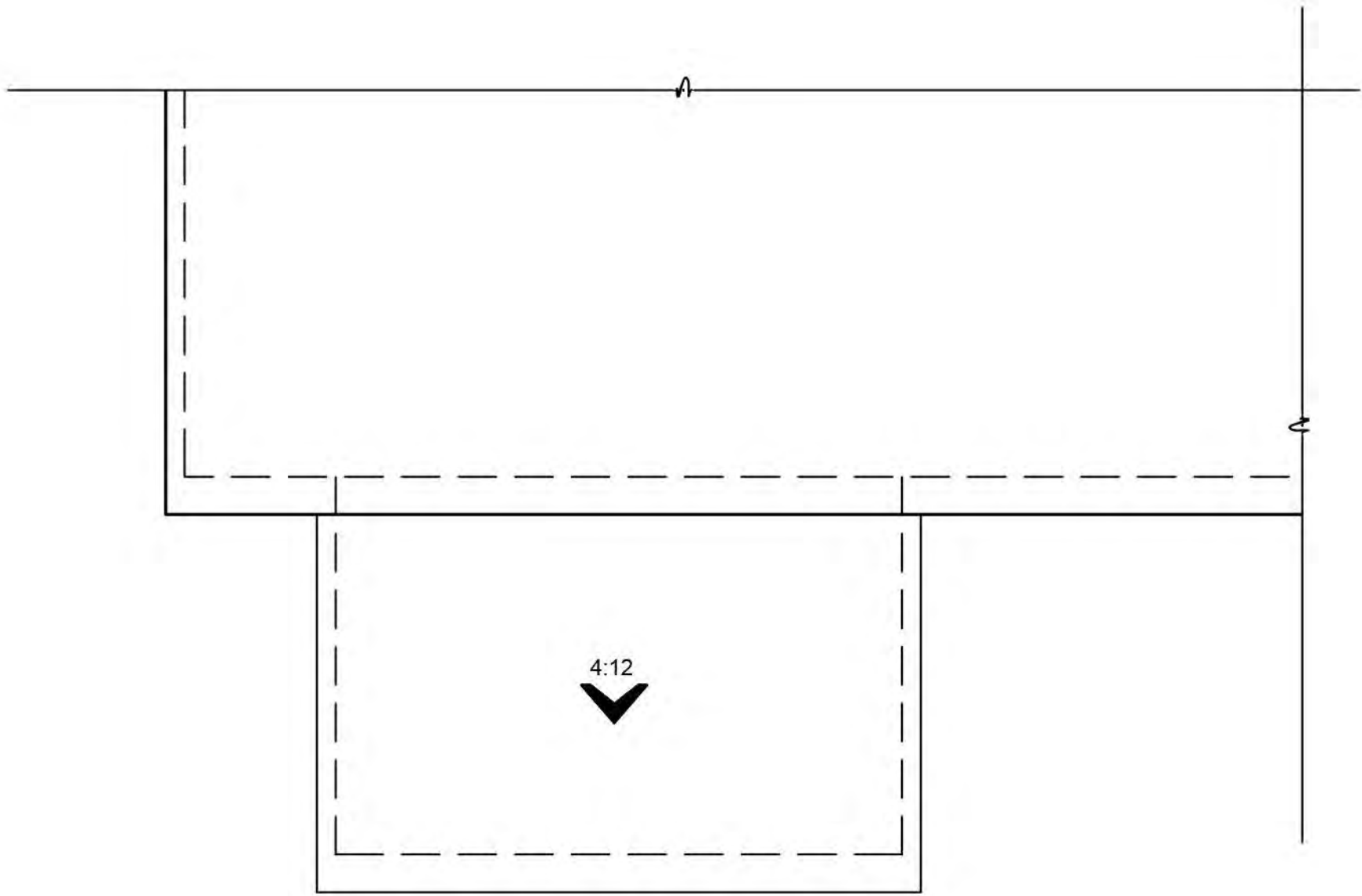
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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

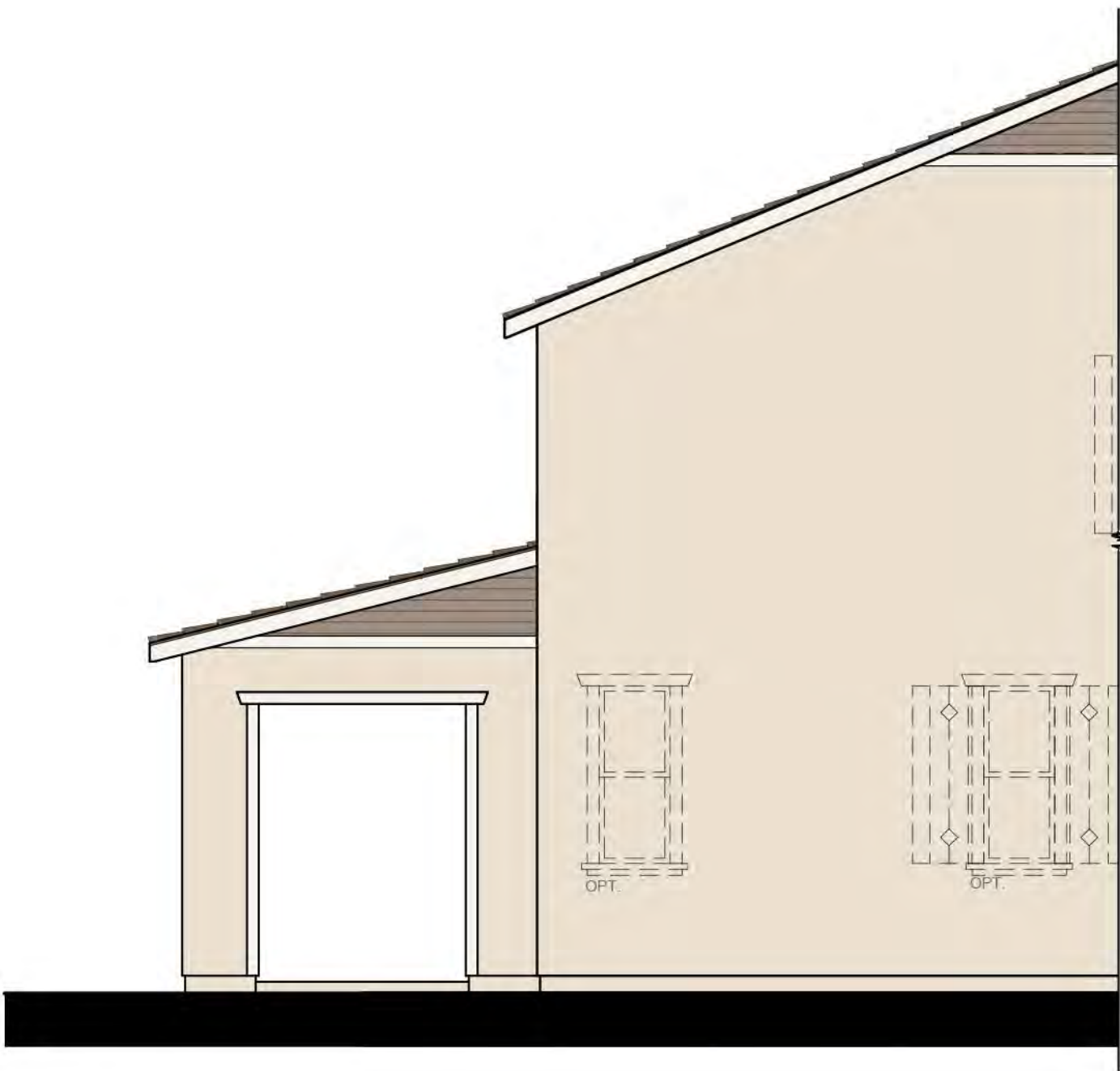
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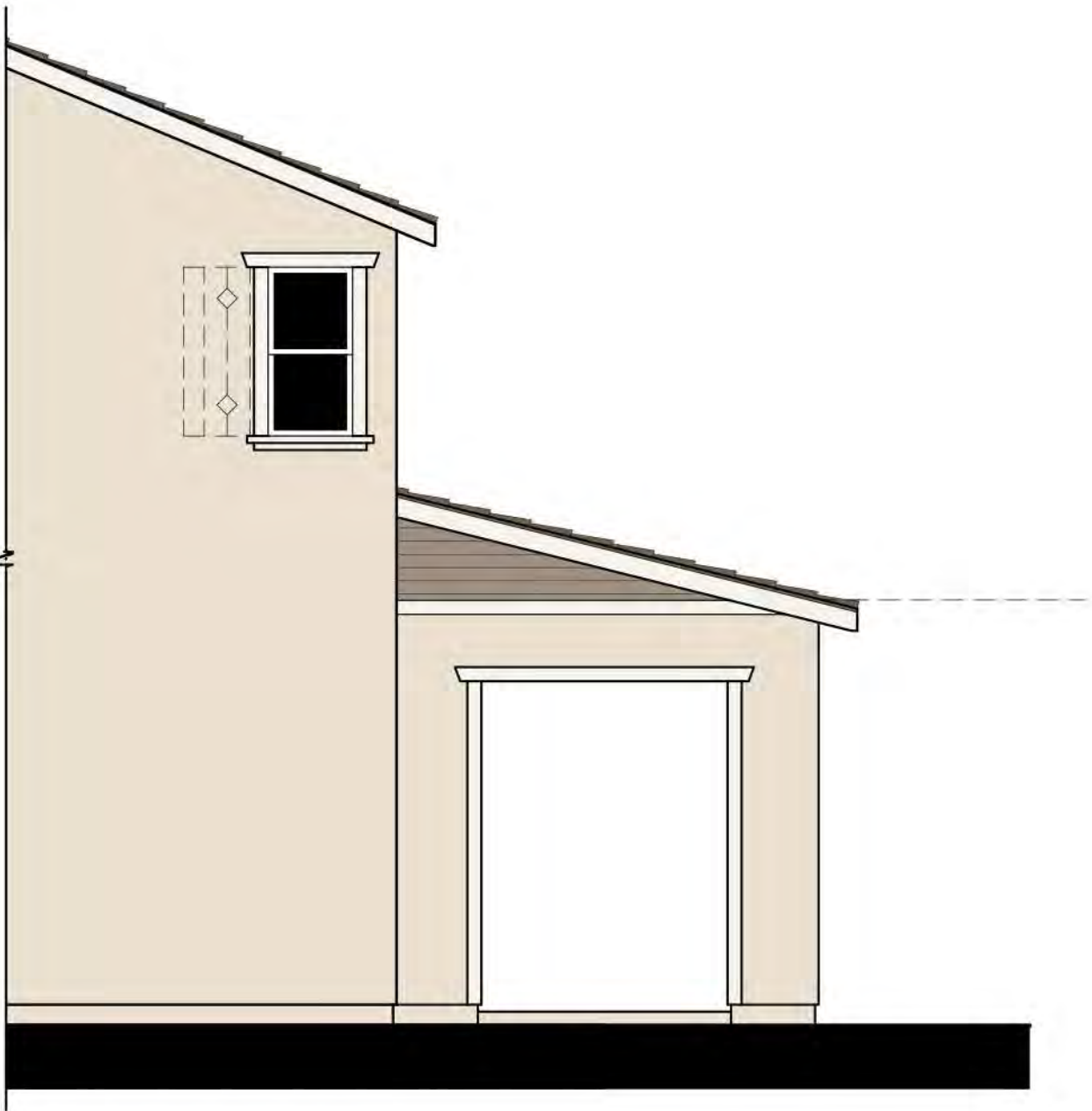
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS

COVERED PATIO ELEVATIONS B - CRAFTSMAN -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



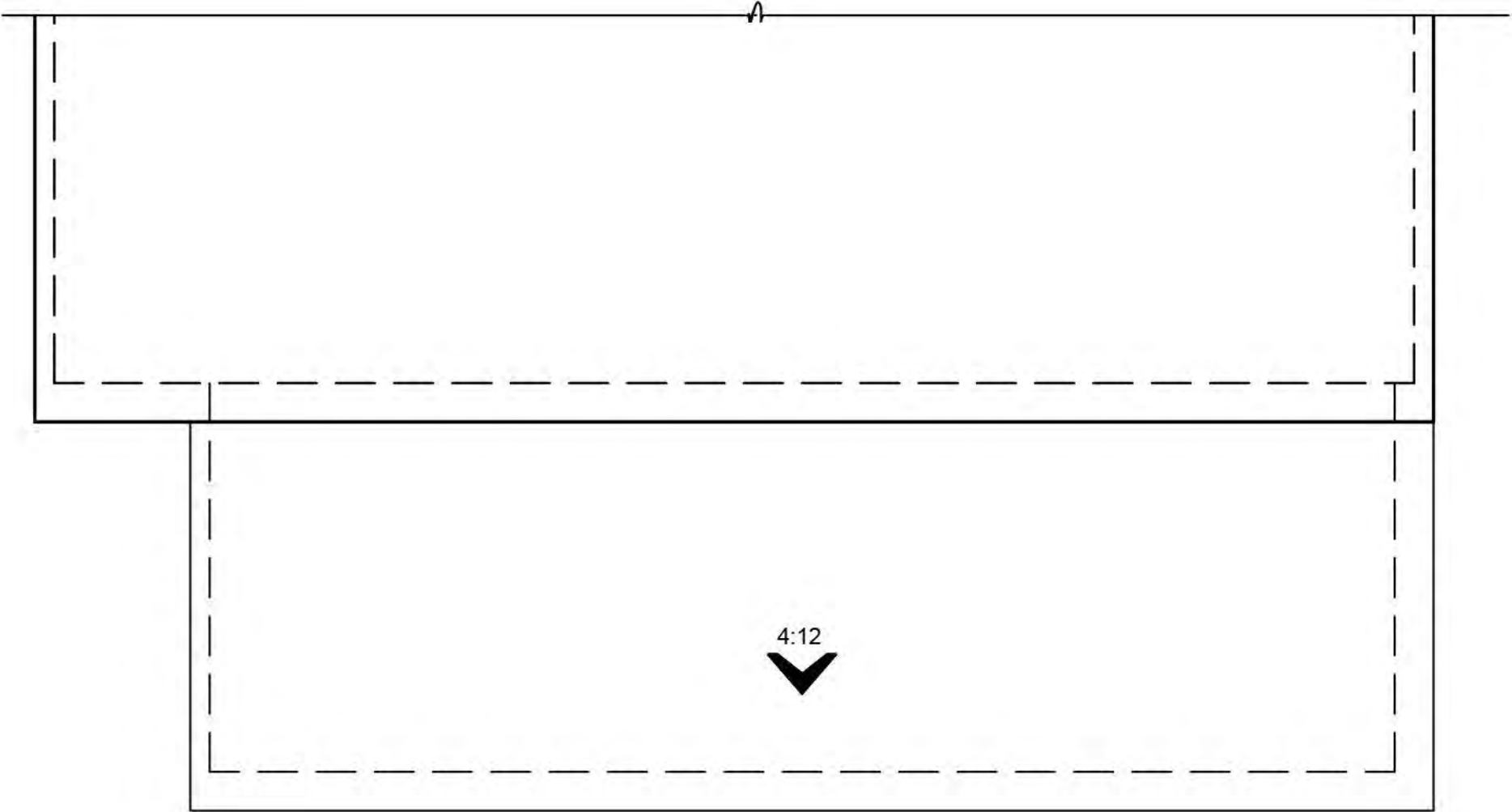
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RANCHO CORDOVA, CALIFORNIA

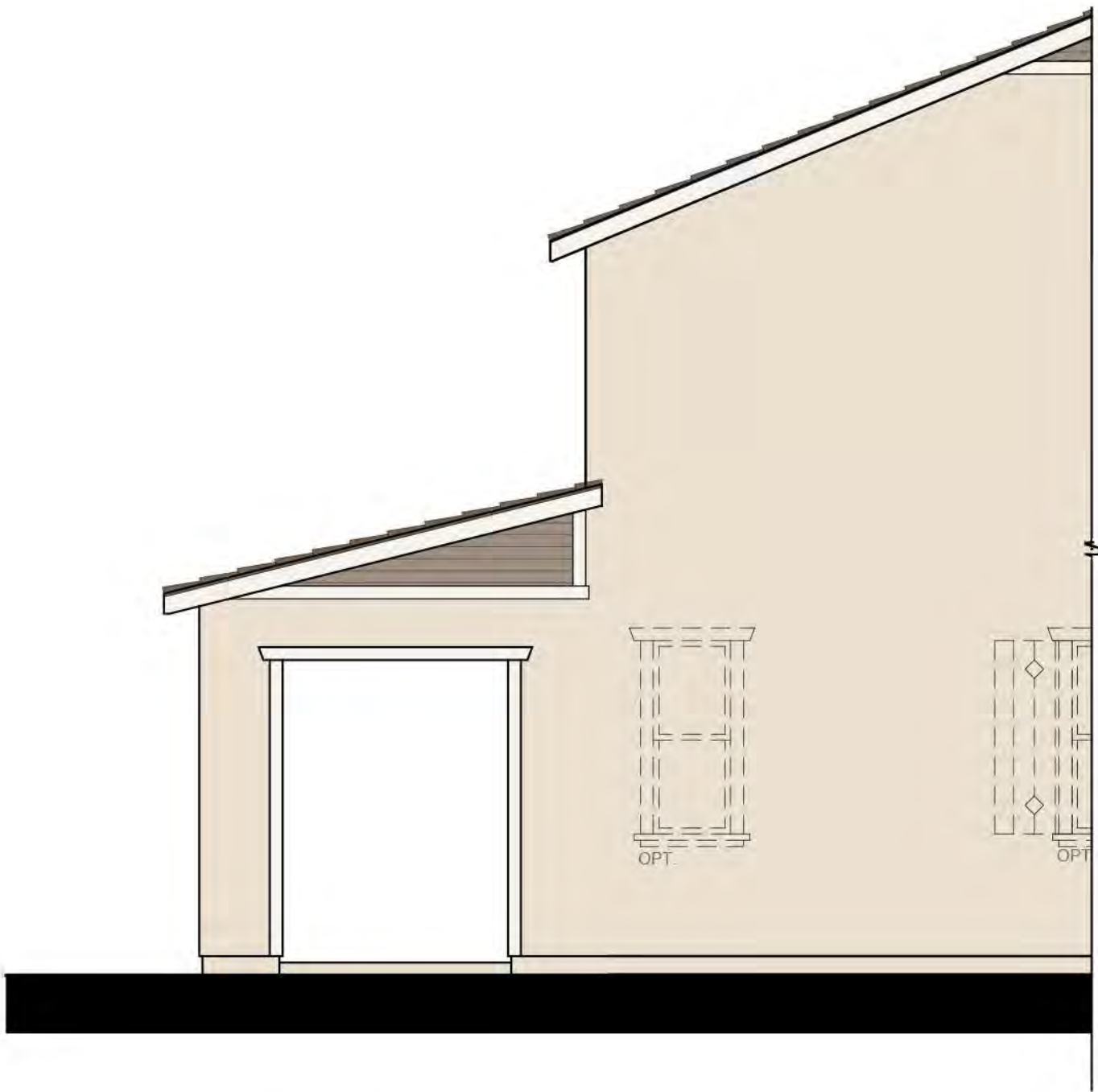
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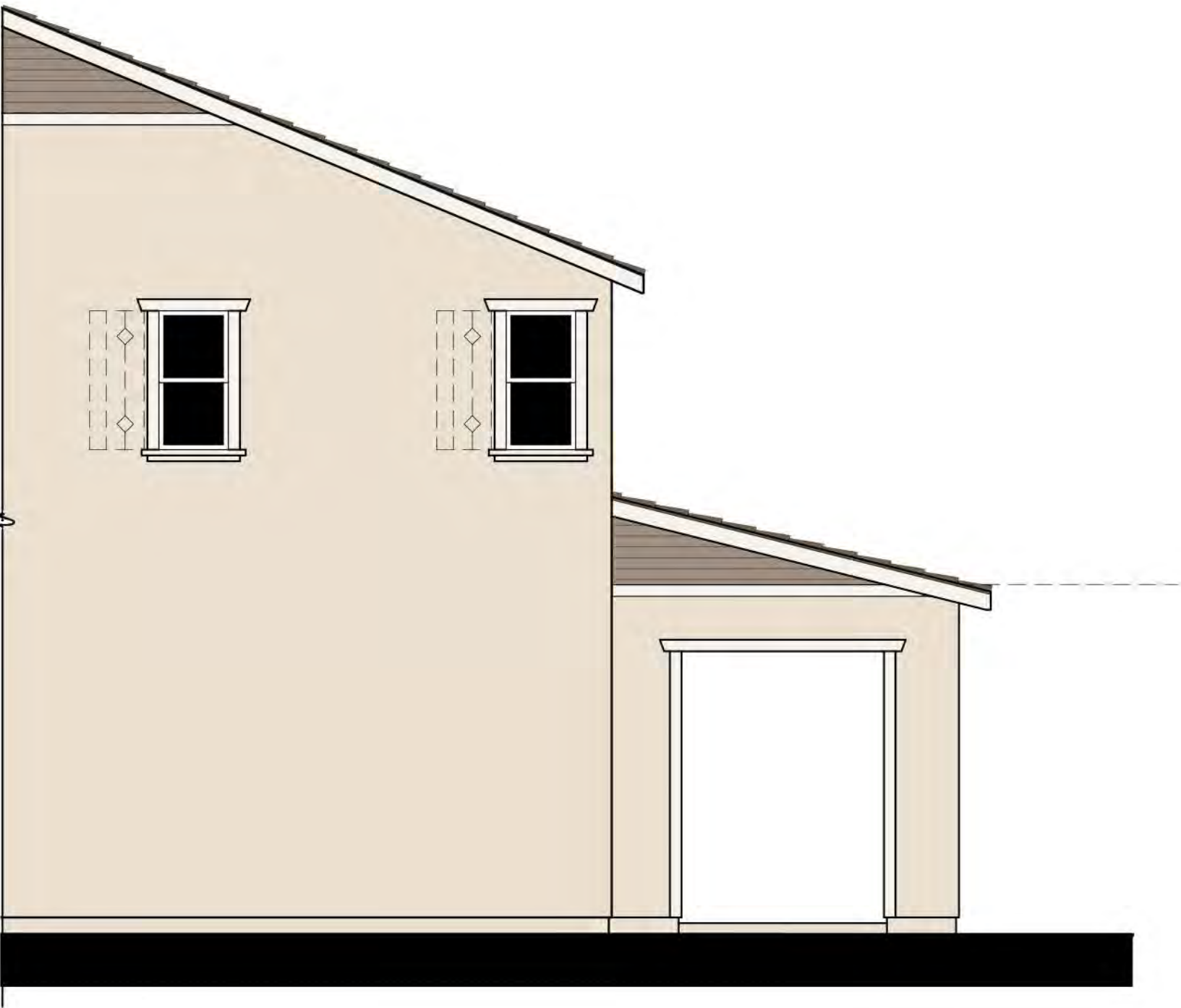
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS
EXTENDED COVERED PATIO ELEVATIONS B - CRAFTSMAN -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

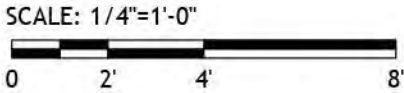
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FRONT ELEVATION - WINE COUNTRY



REAR ELEVATION - WINE COUNTRY

N915 - LAPIS

FRONT & REAR ELEVATIONS C

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153

DATE: NOVEMBER 5TH, 2021

SCALE: 1/4"=1'-0"



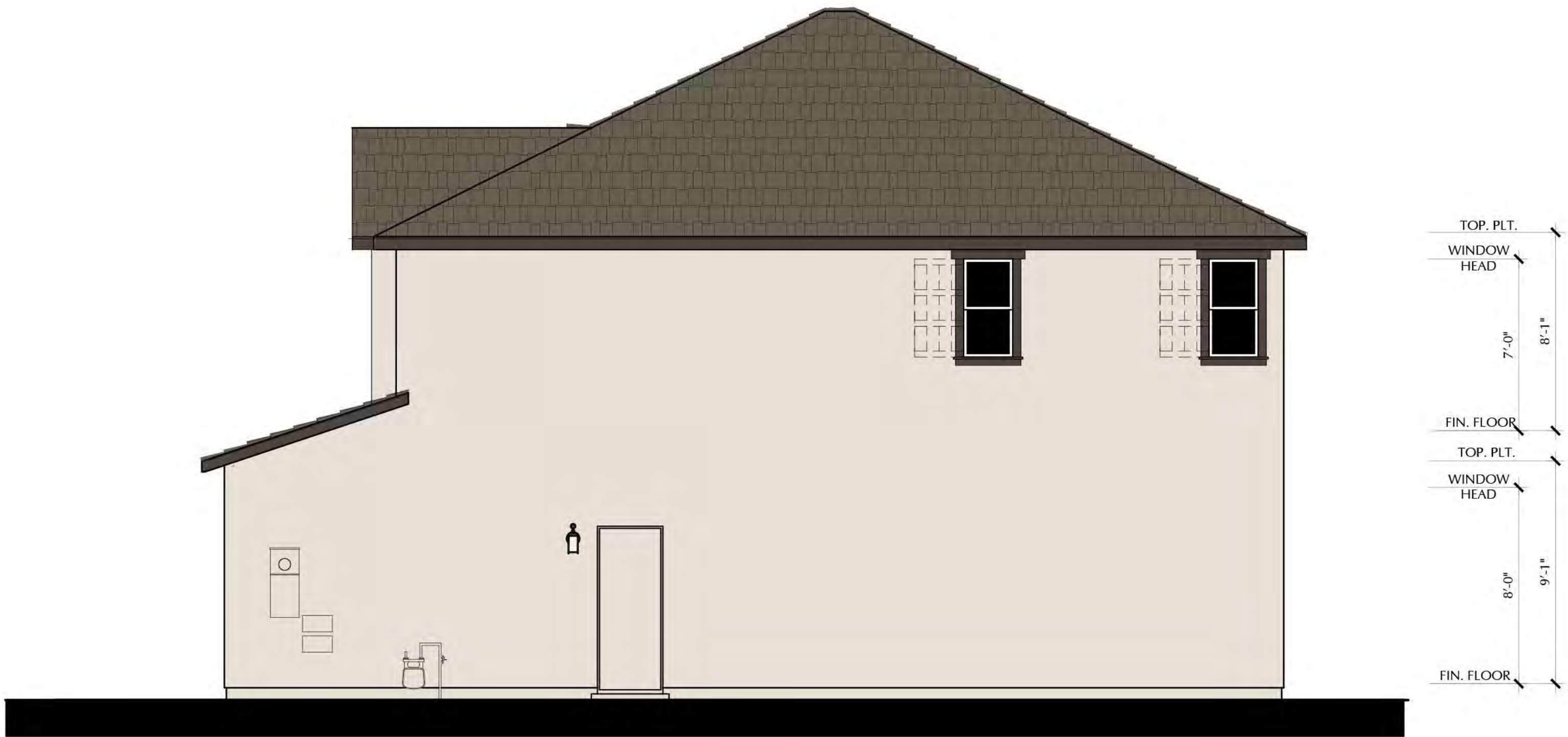
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LEFT ELEVATION - WINE COUNTRY



RIGHT ELEVATION - WINE COUNTRY

N915 - LAPIS

SIDE ELEVATIONS C

SCALE: 1/4"=1'-0"



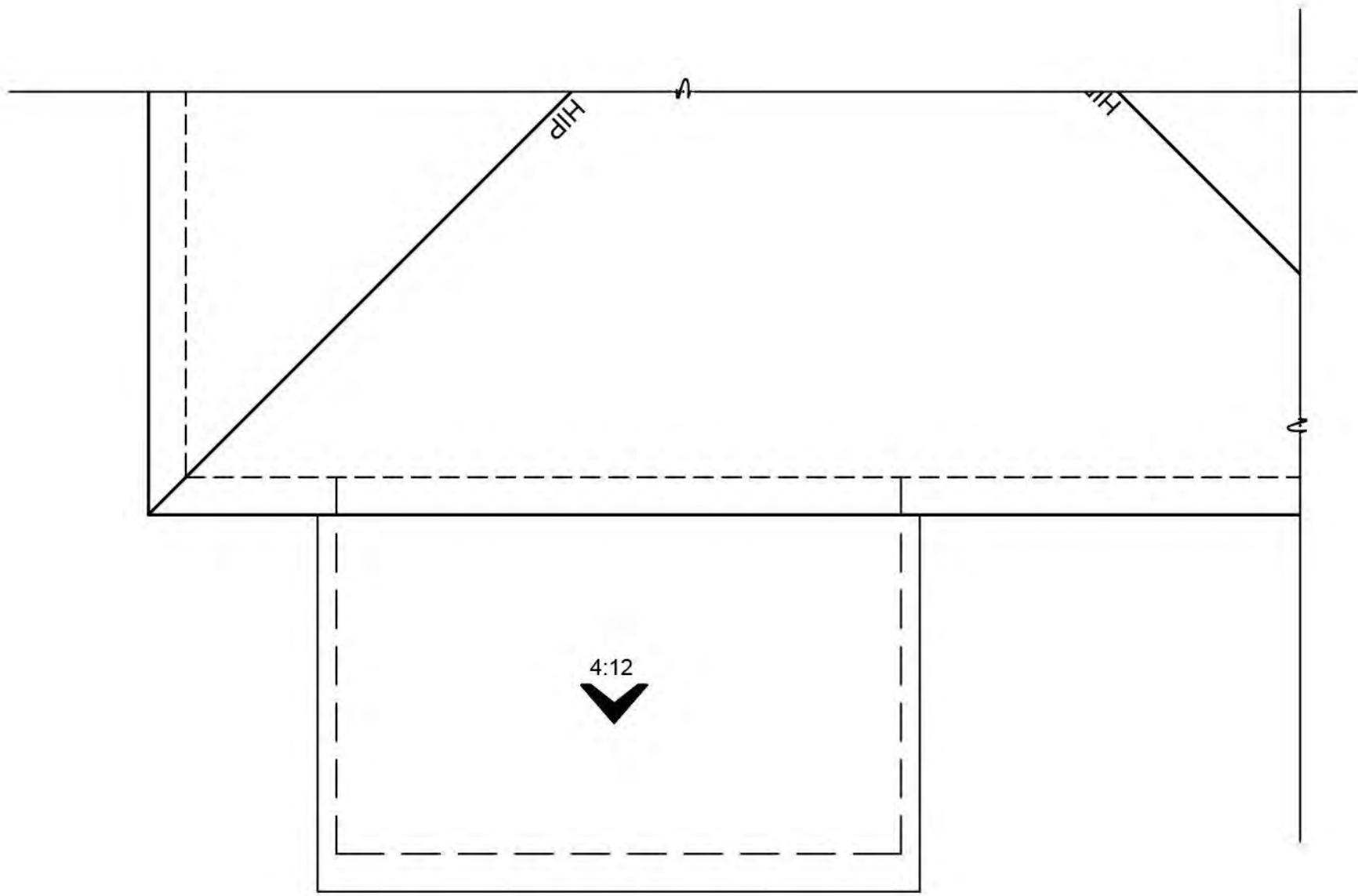
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RANCHO CORDOVA, CALIFORNIA

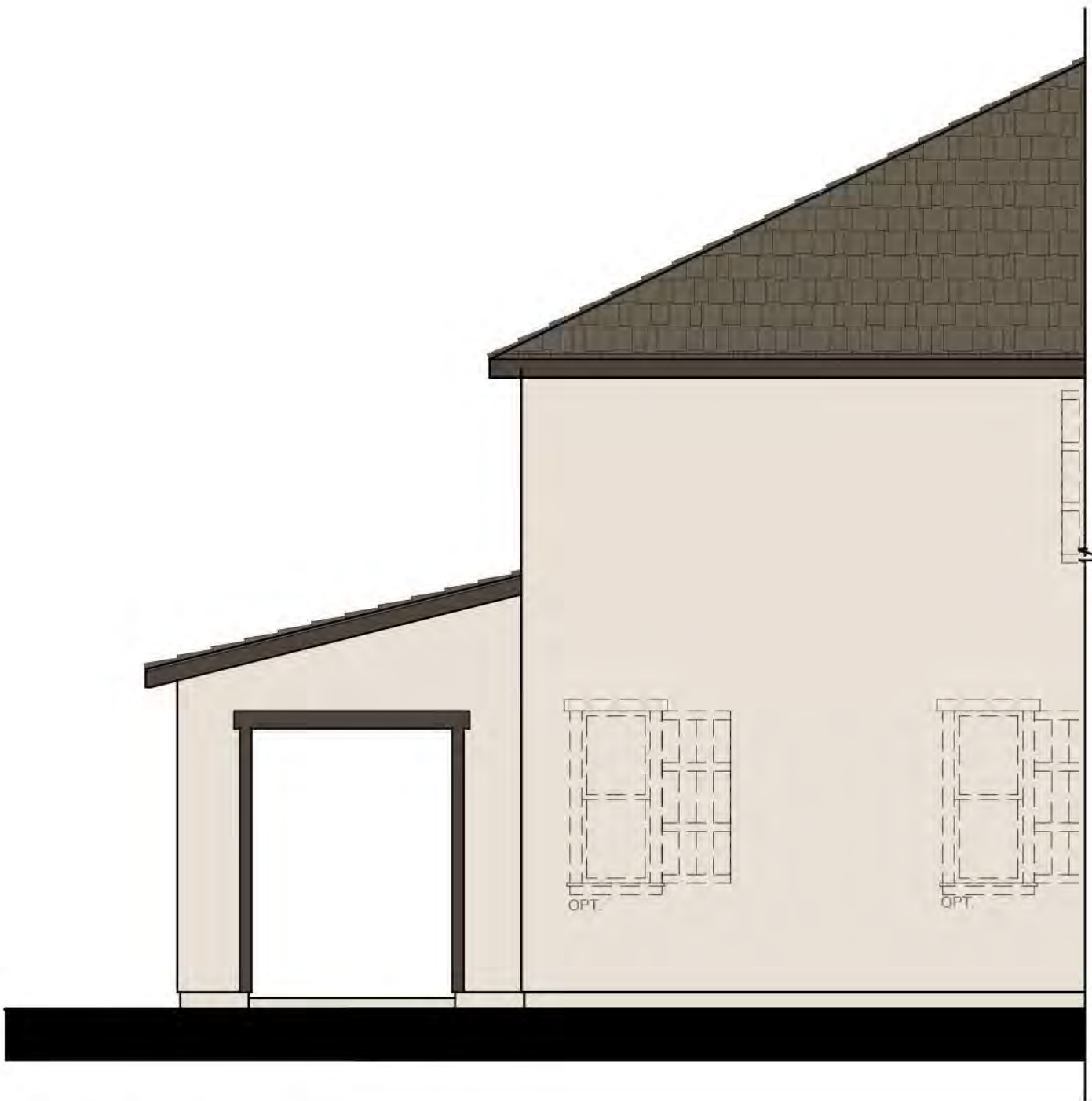
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ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



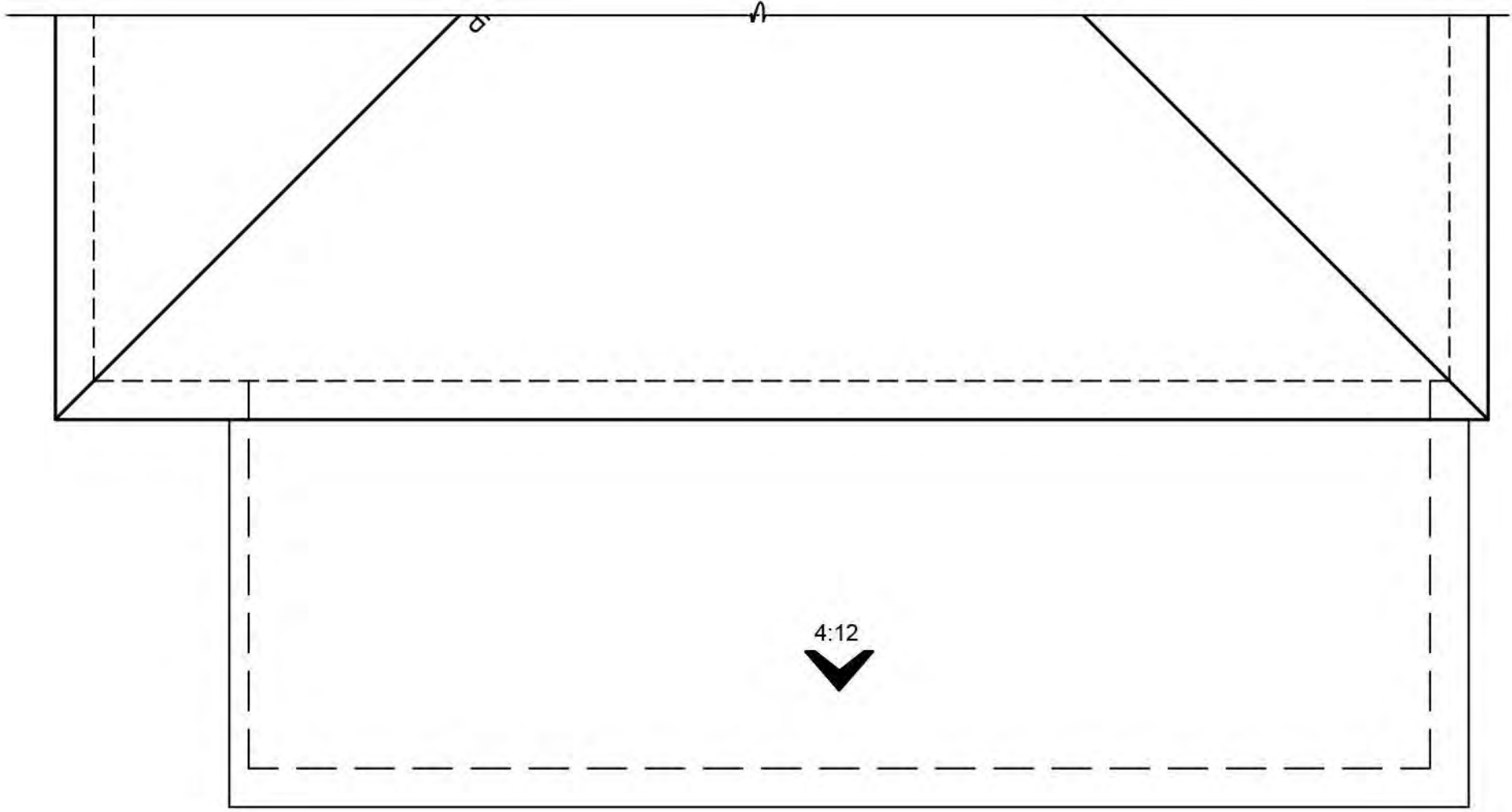
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RANCHO CORDOVA, CALIFORNIA

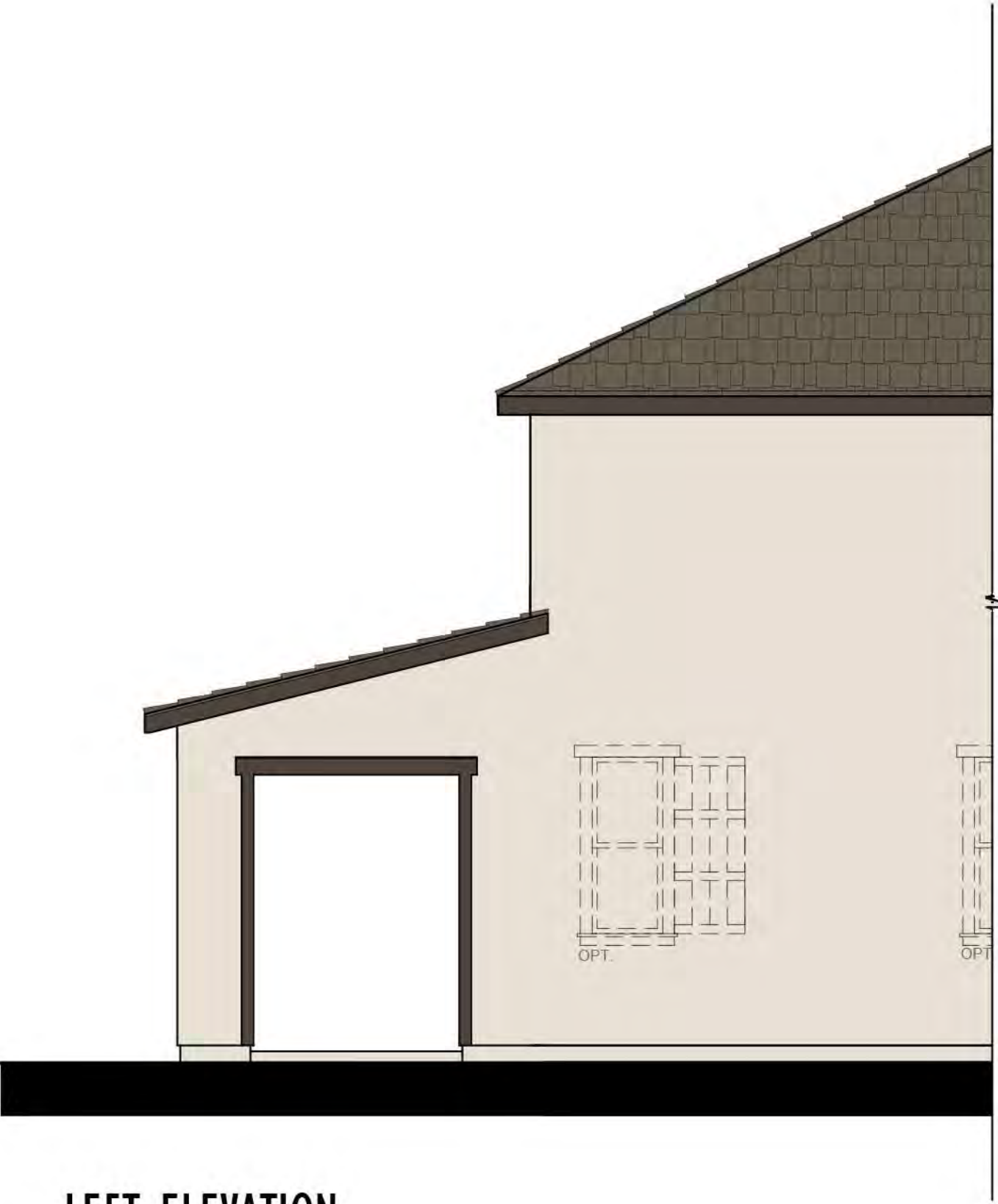
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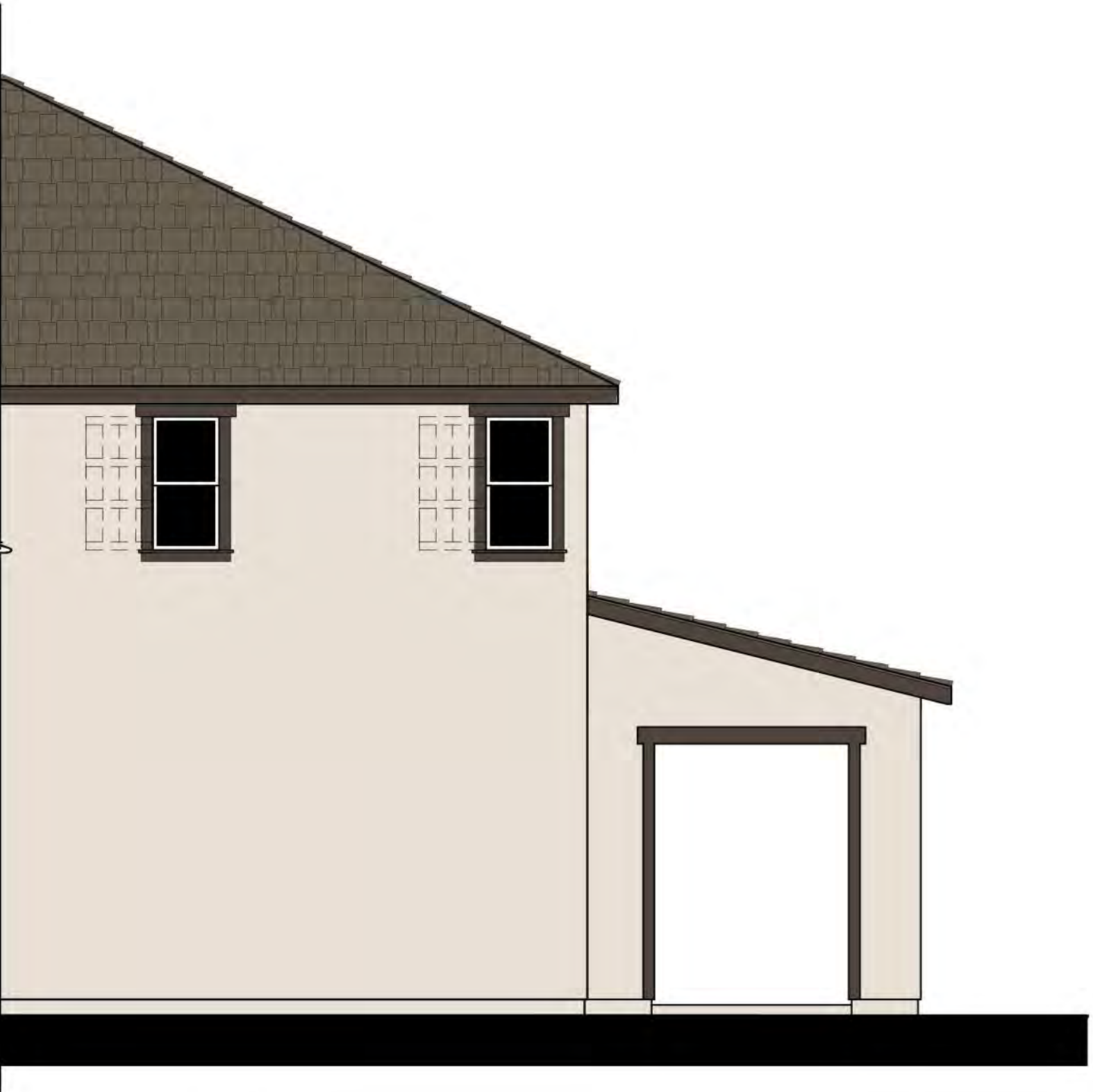
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS

EXTENDED COVERED PATIO ELEVATIONS C - WINE COUNTRY -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153

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SCALE: 1/4"=1'-0"
0 2' 4' 8'



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FRONT ELEVATION - PRAIRIE



REAR ELEVATION - PRAIRIE

N915 - LAPIS
FRONT & REAR ELEVATIONS D

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153
DATE: NOVEMBER 5TH, 2021

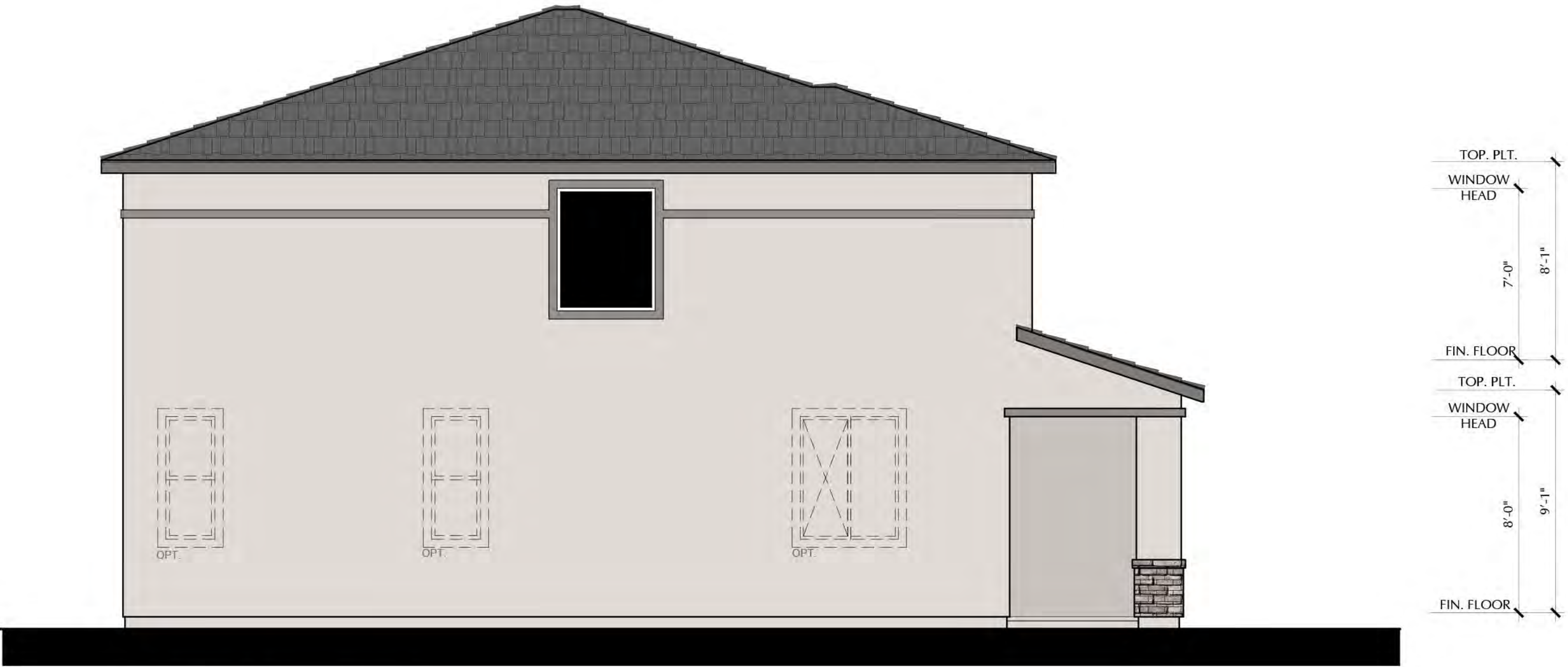
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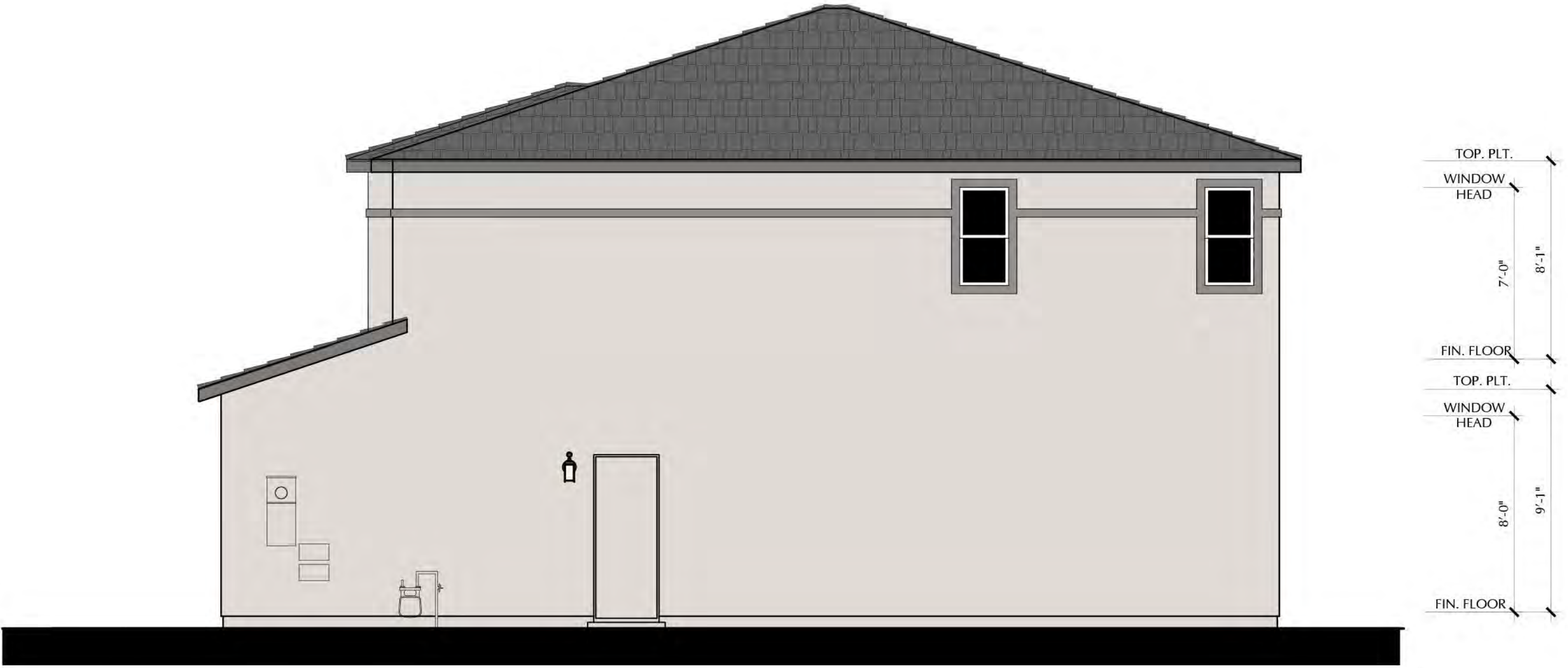
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LEFT ELEVATION - PRAIRIE



RIGHT ELEVATION - PRAIRIE

N915 - LAPIS

SIDE ELEVATIONS D

SCALE: 1/4"=1'-0"



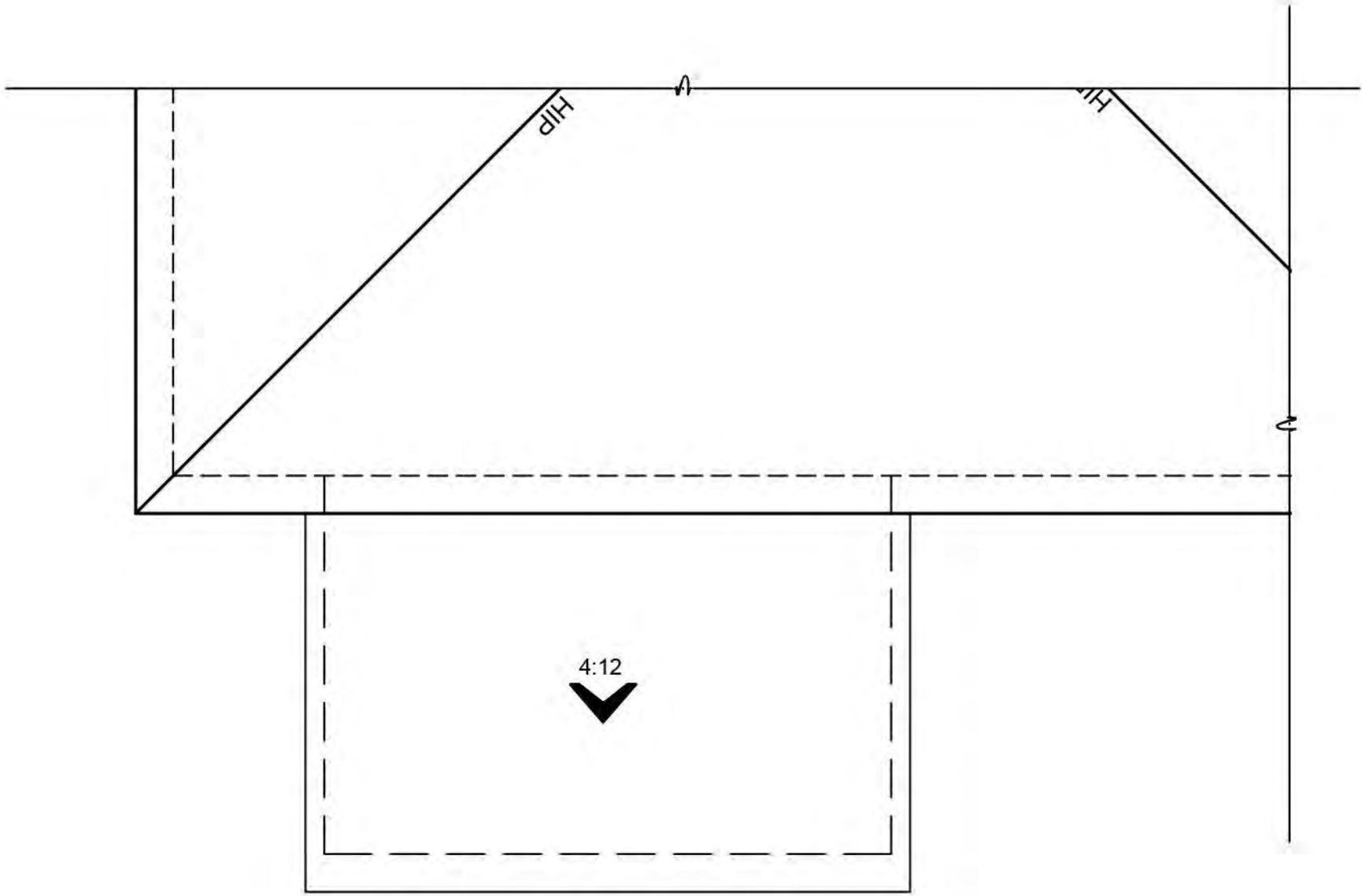
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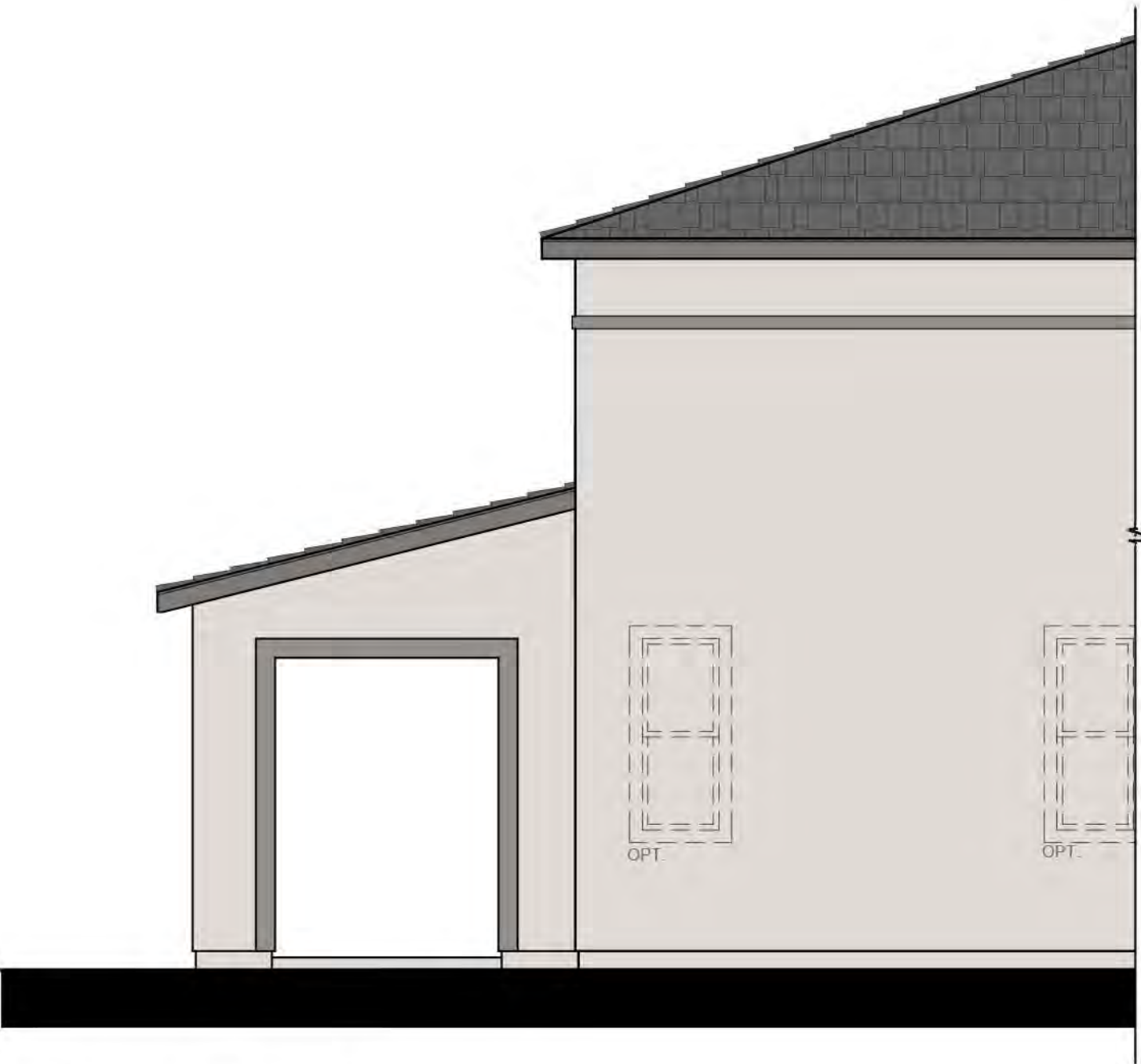
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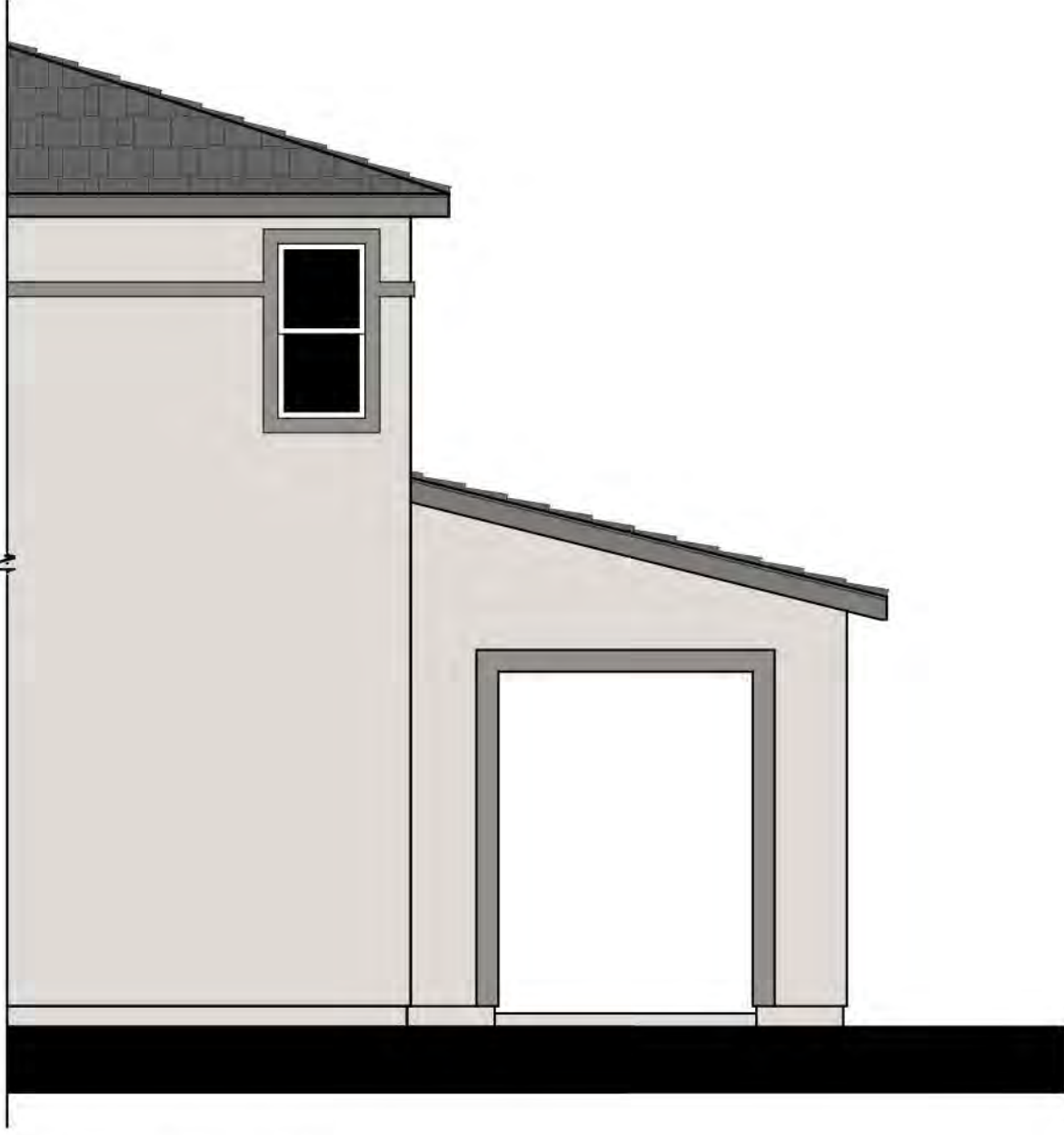
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS
COVERED PATIO ELEVATIONS D - PRAIRIE -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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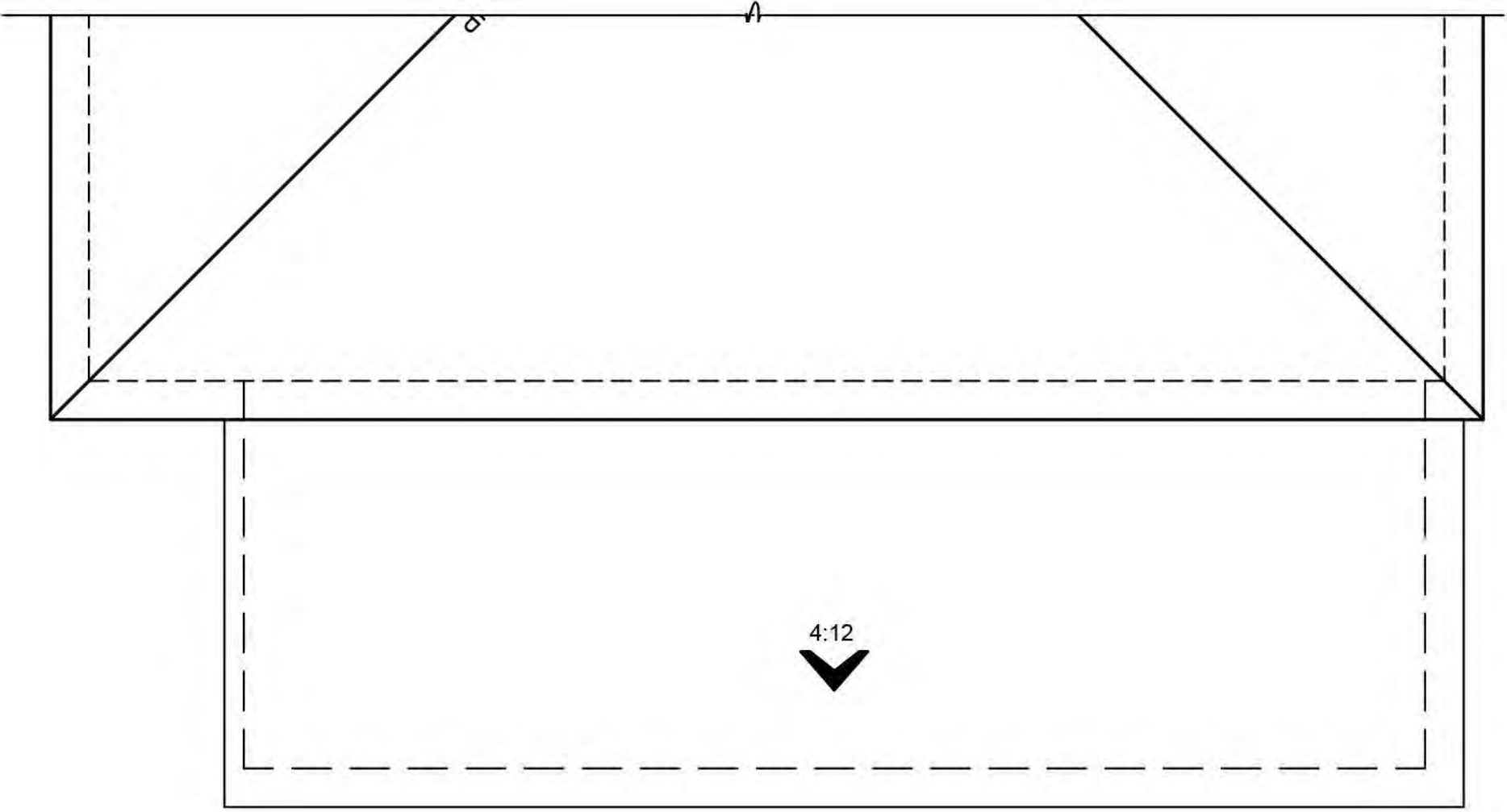
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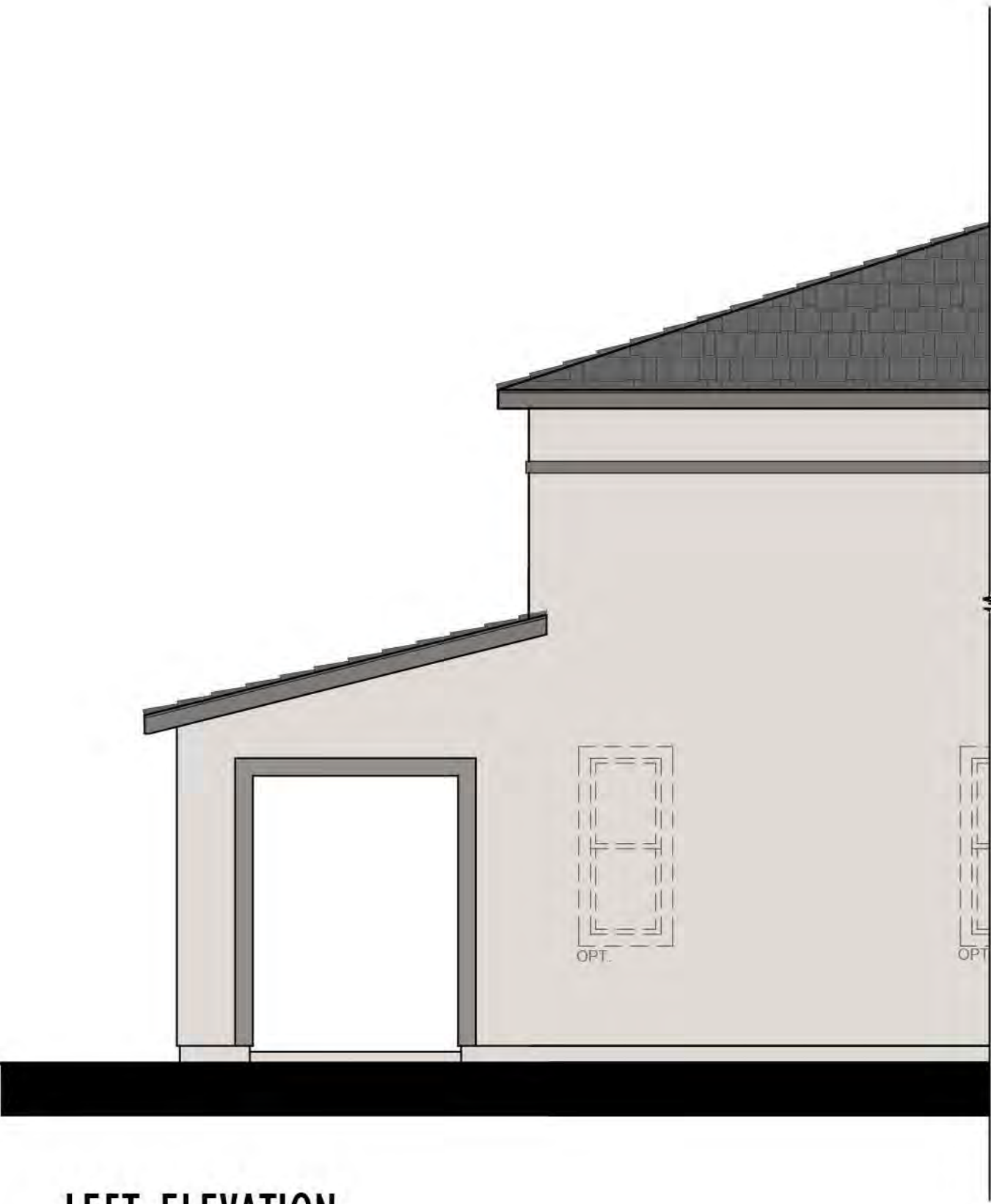
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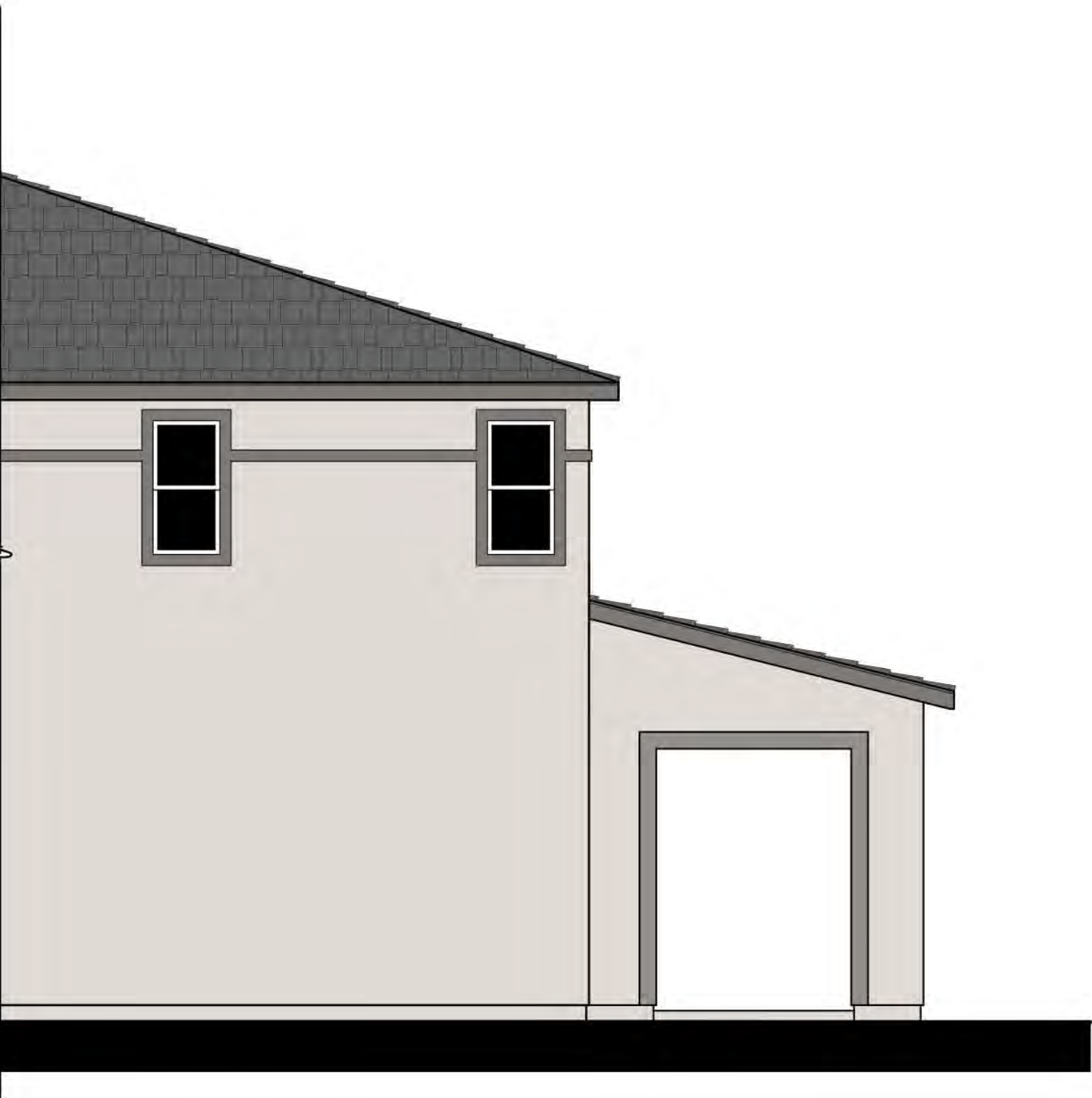
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS
EXTENDED COVERED PATIO ELEVATIONS D - PRAIRIE -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



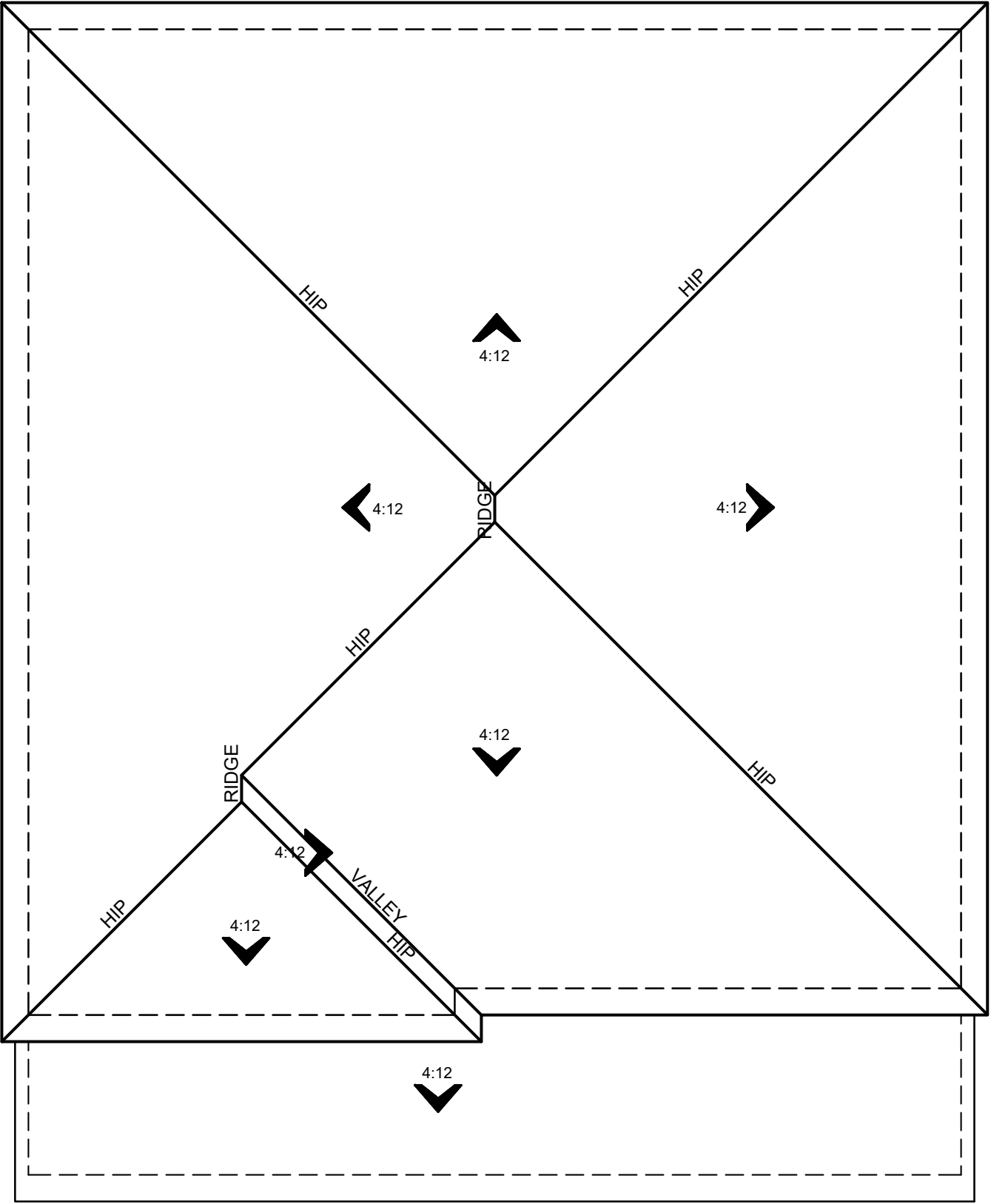
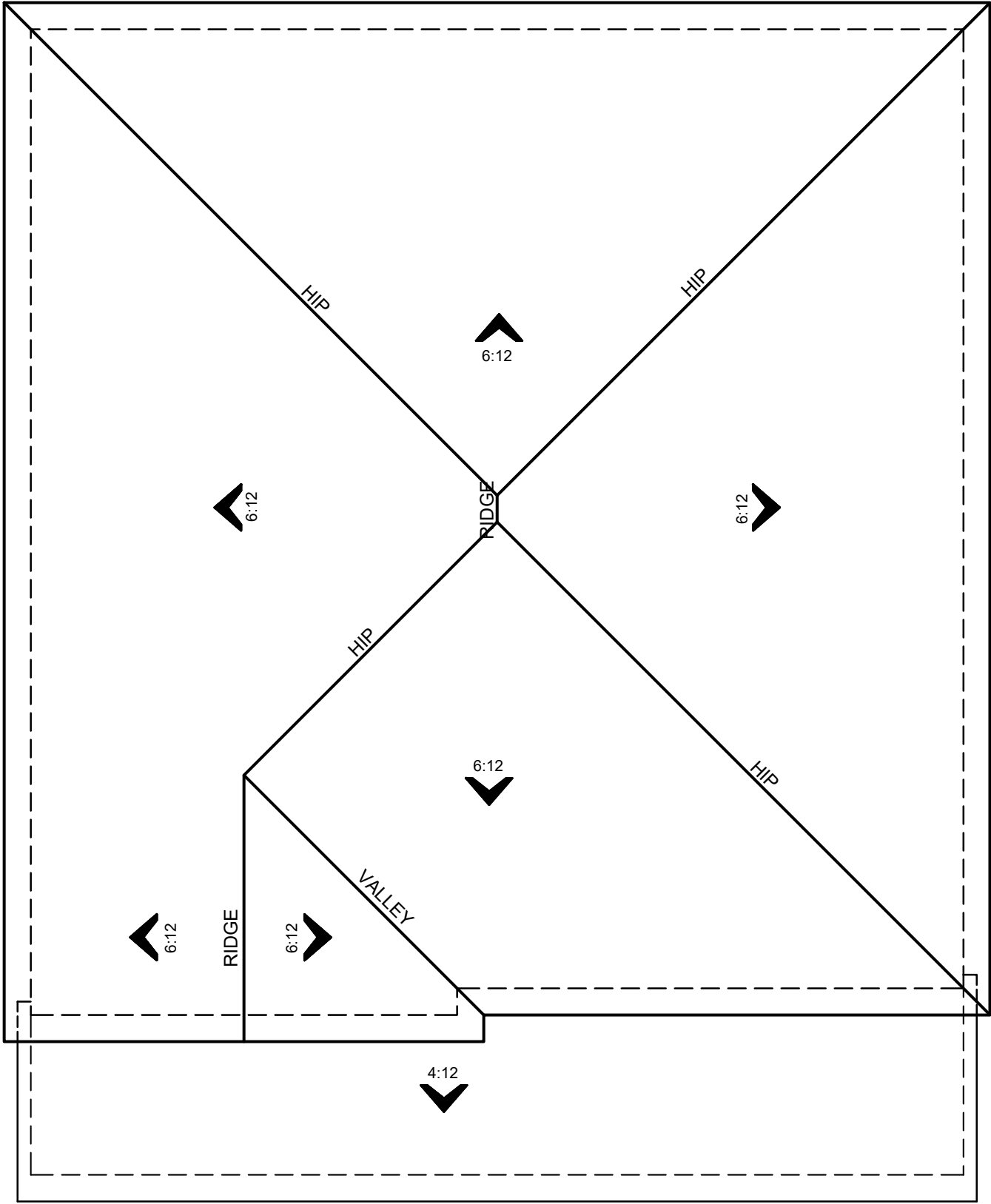
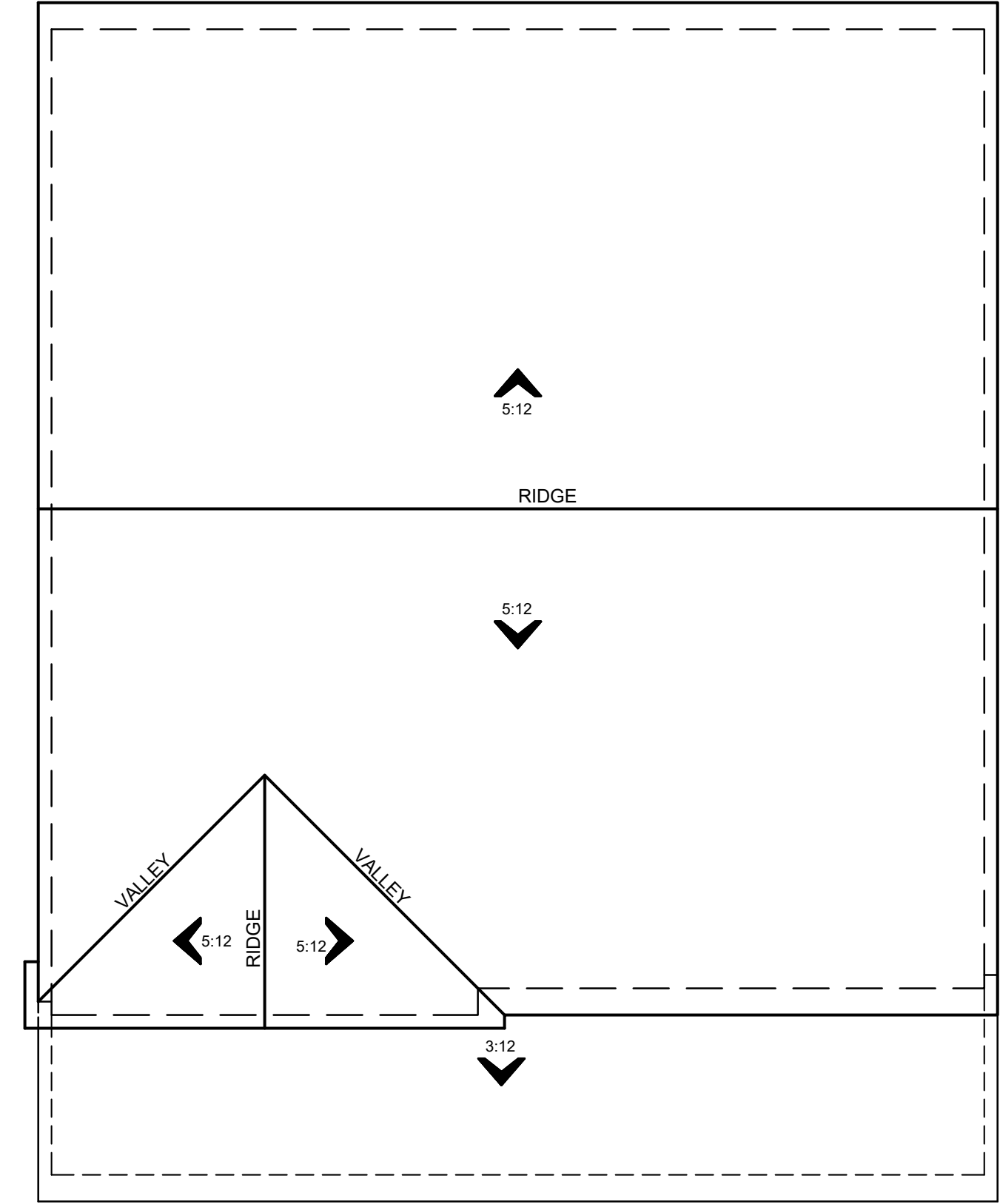
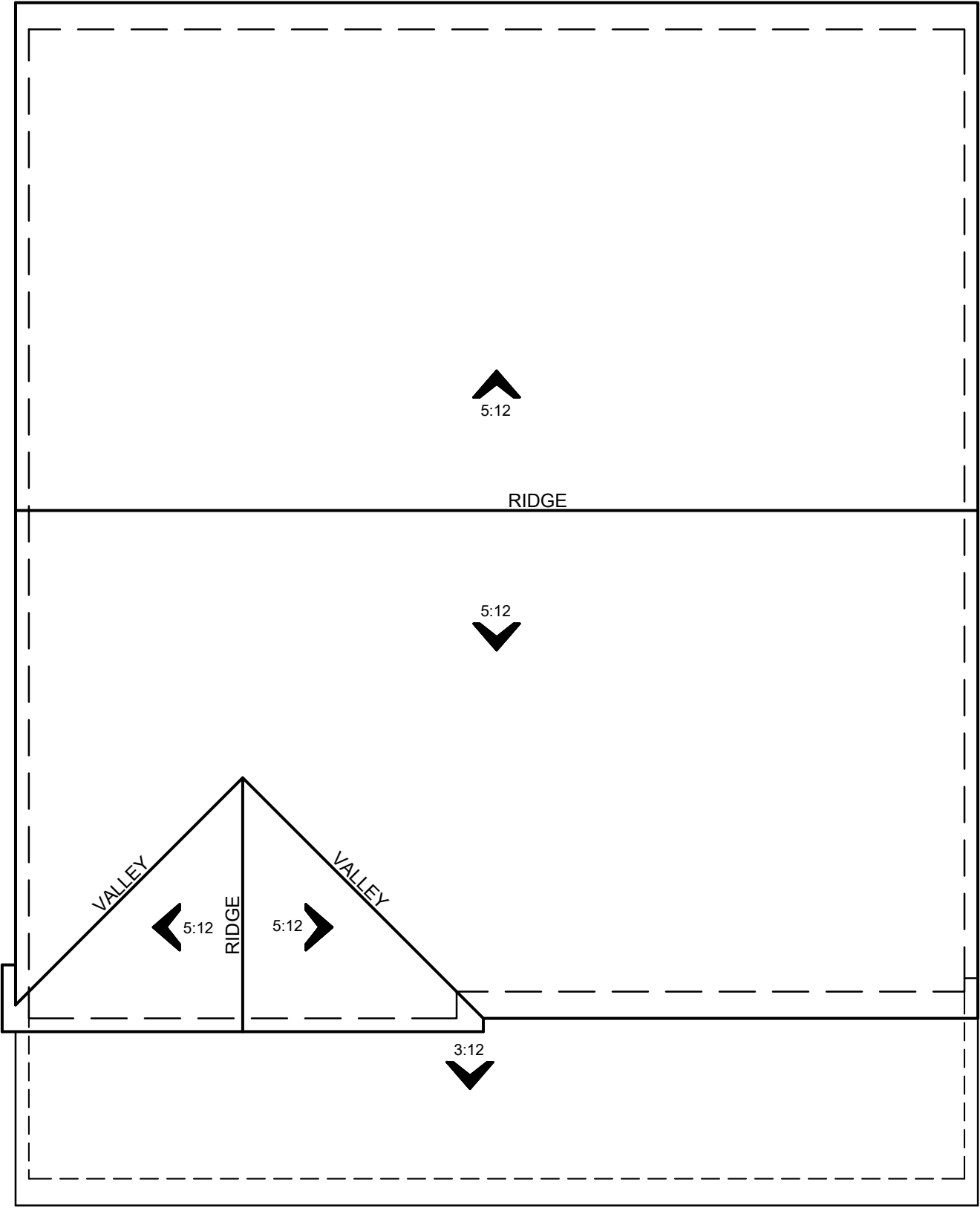
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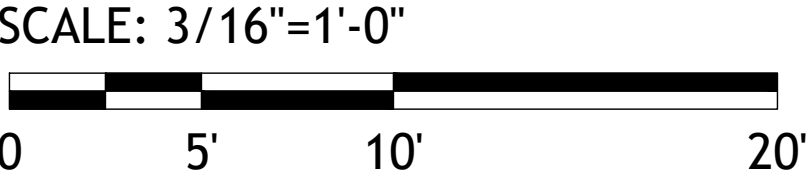
FARMHOUSE-A

CRAFTSMAN - B

WINE COUNTRY - C

PRAIRIE- D

N915 - LAPIS
ROOF PLANS



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N913 - PEARL

3 BEDROOMS / 2.5 BATHS / LOFT/ STUDY
2 CAR GARAGE

AREA TABULATION

FIRST FLOOR	1,039 S.F.
SECOND FLOOR	1,342 S.F.
TOTAL	2,381 S.F.

COVERED ENTRY	59 S.F.
GARAGE (2 CAR)	461 S.F.
OPT. COVERED PATIO	160 S.F.

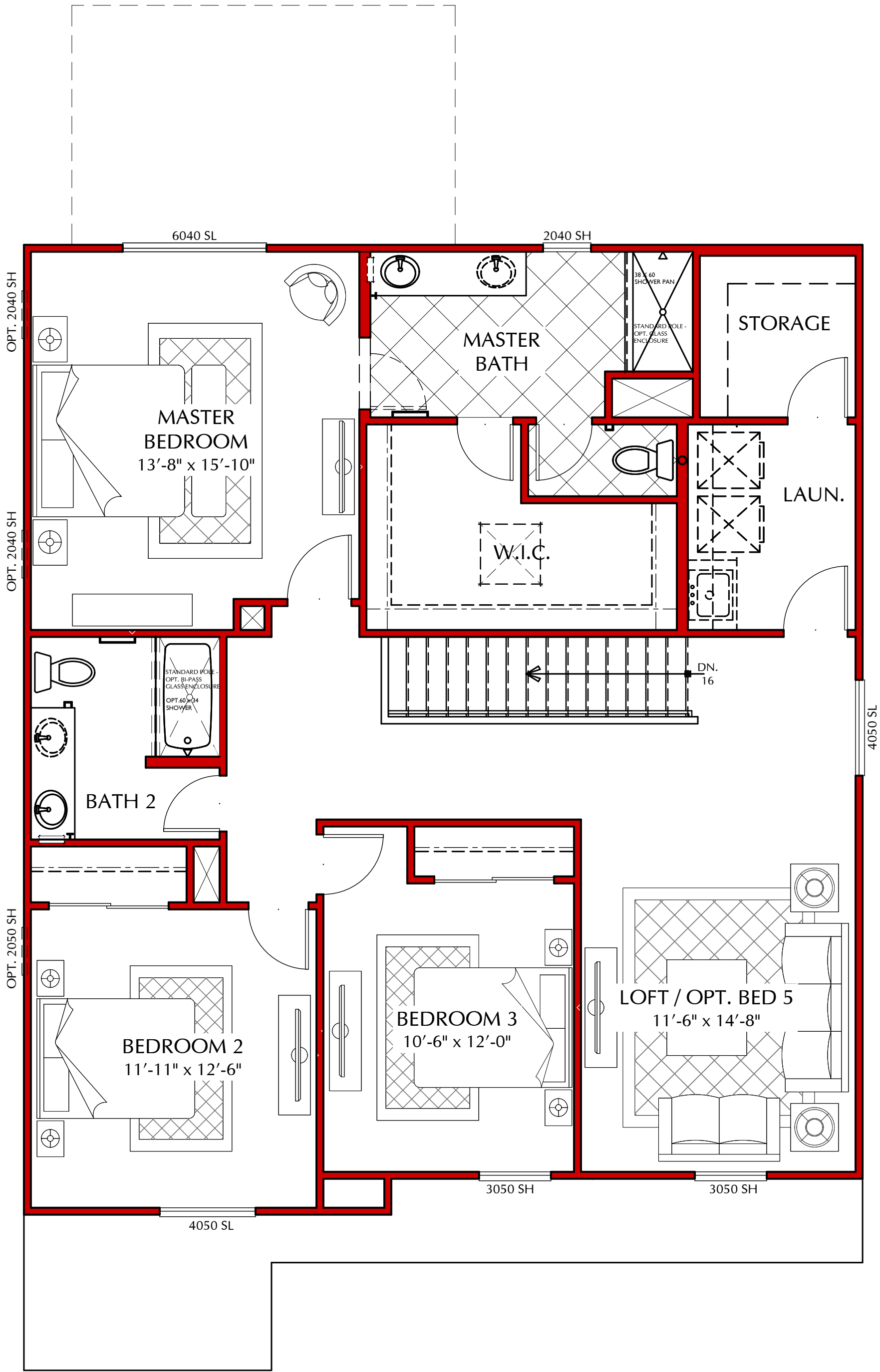


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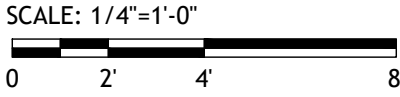
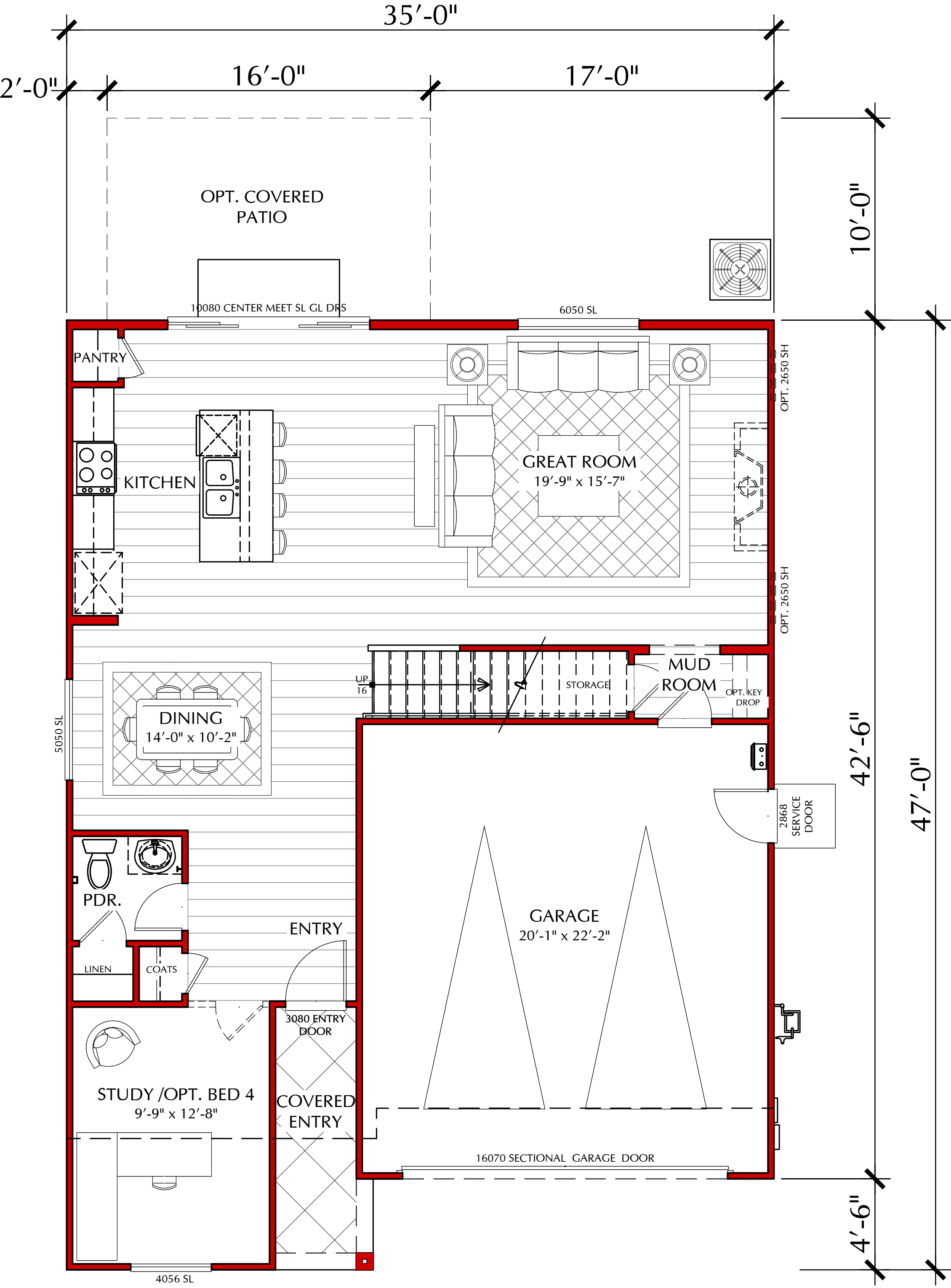
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SECOND FLOOR



N913 - PEARL
FLOOR PLAN

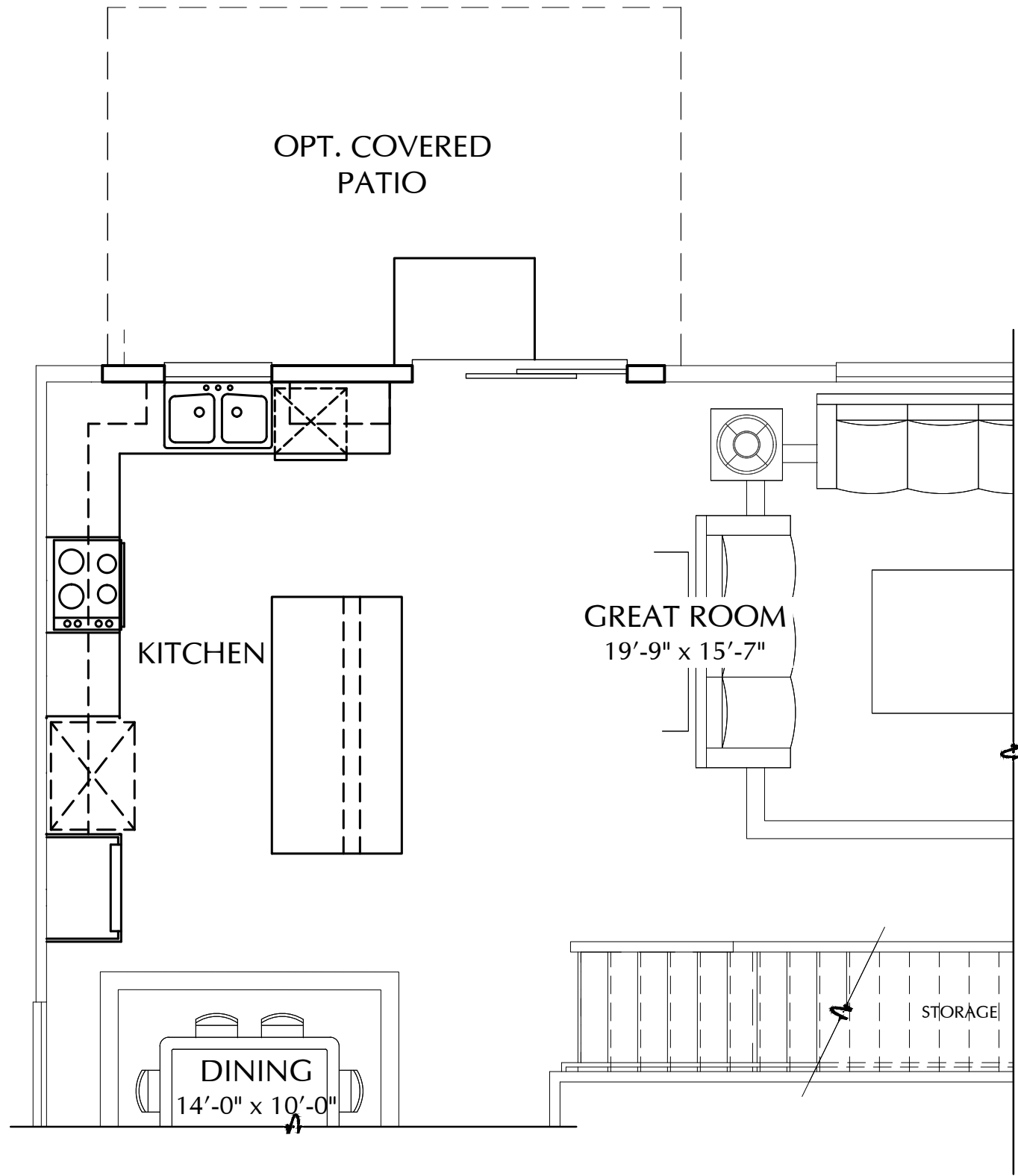
FIRST FLOOR



FLOOR PLAN REFLECTS 'A' ELEVATION

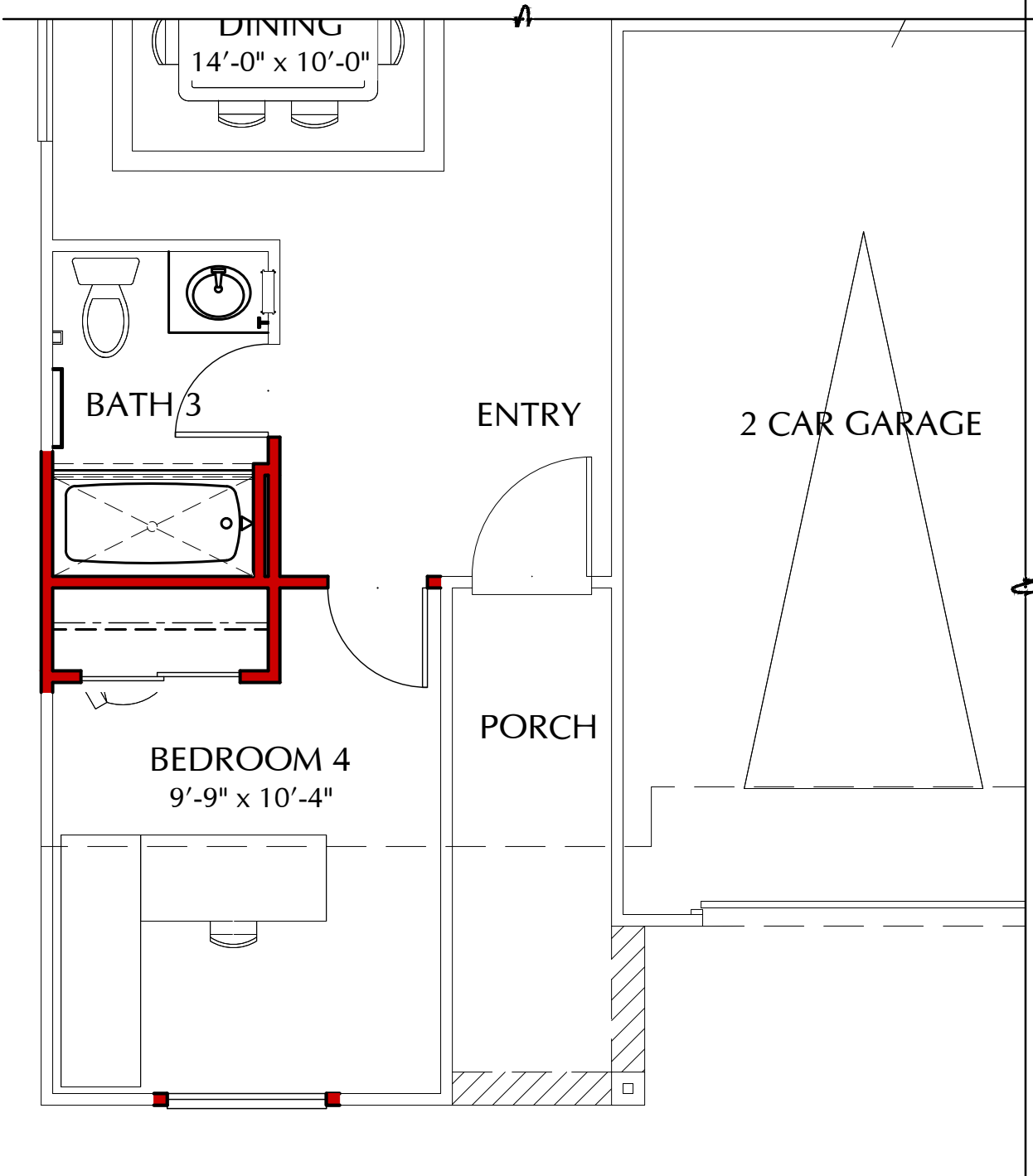


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OPT. ALT. KITCHEN PLAN N913

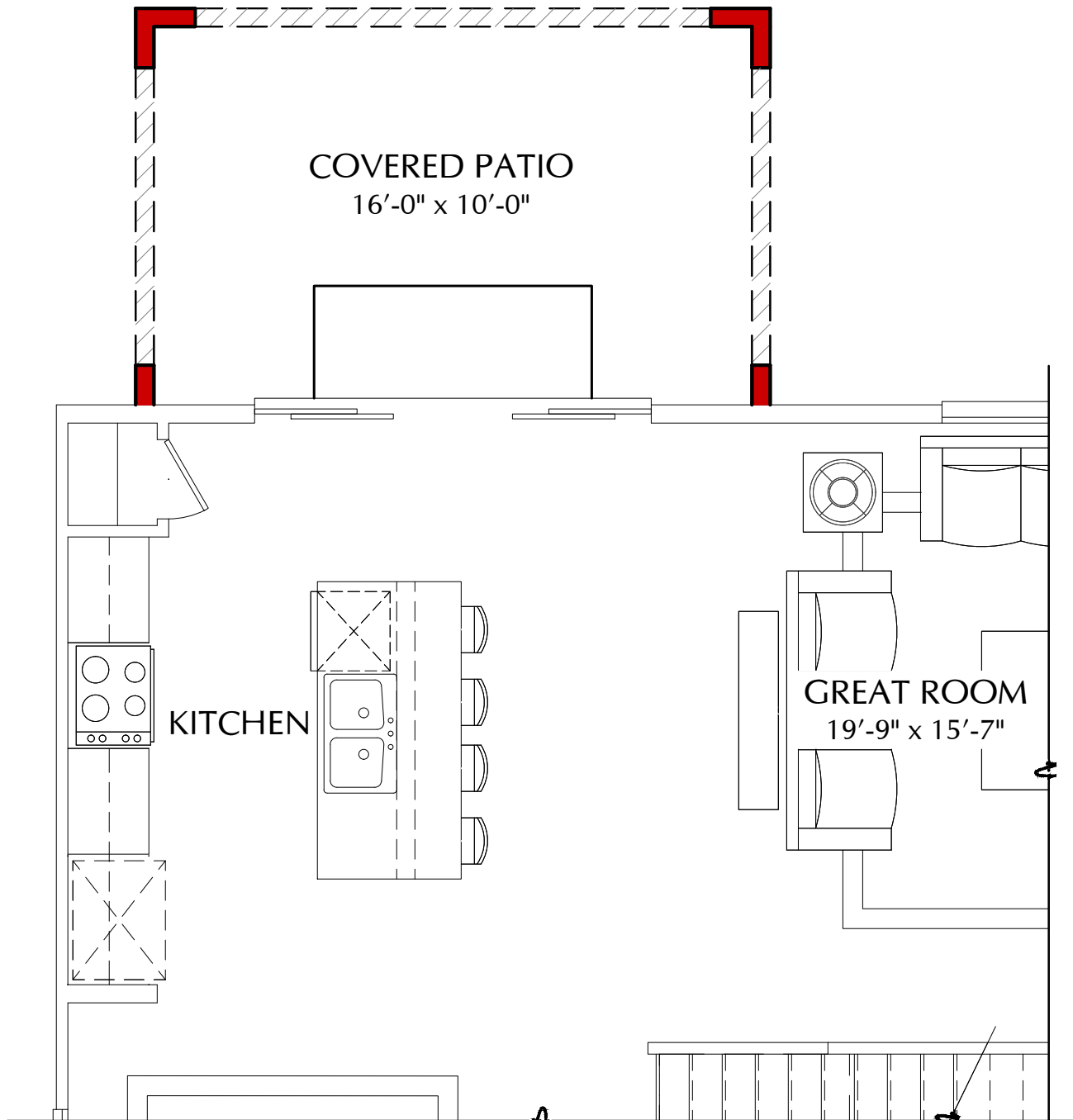
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OPT. BEDROOM 4 / BATH 3 PLAN N913

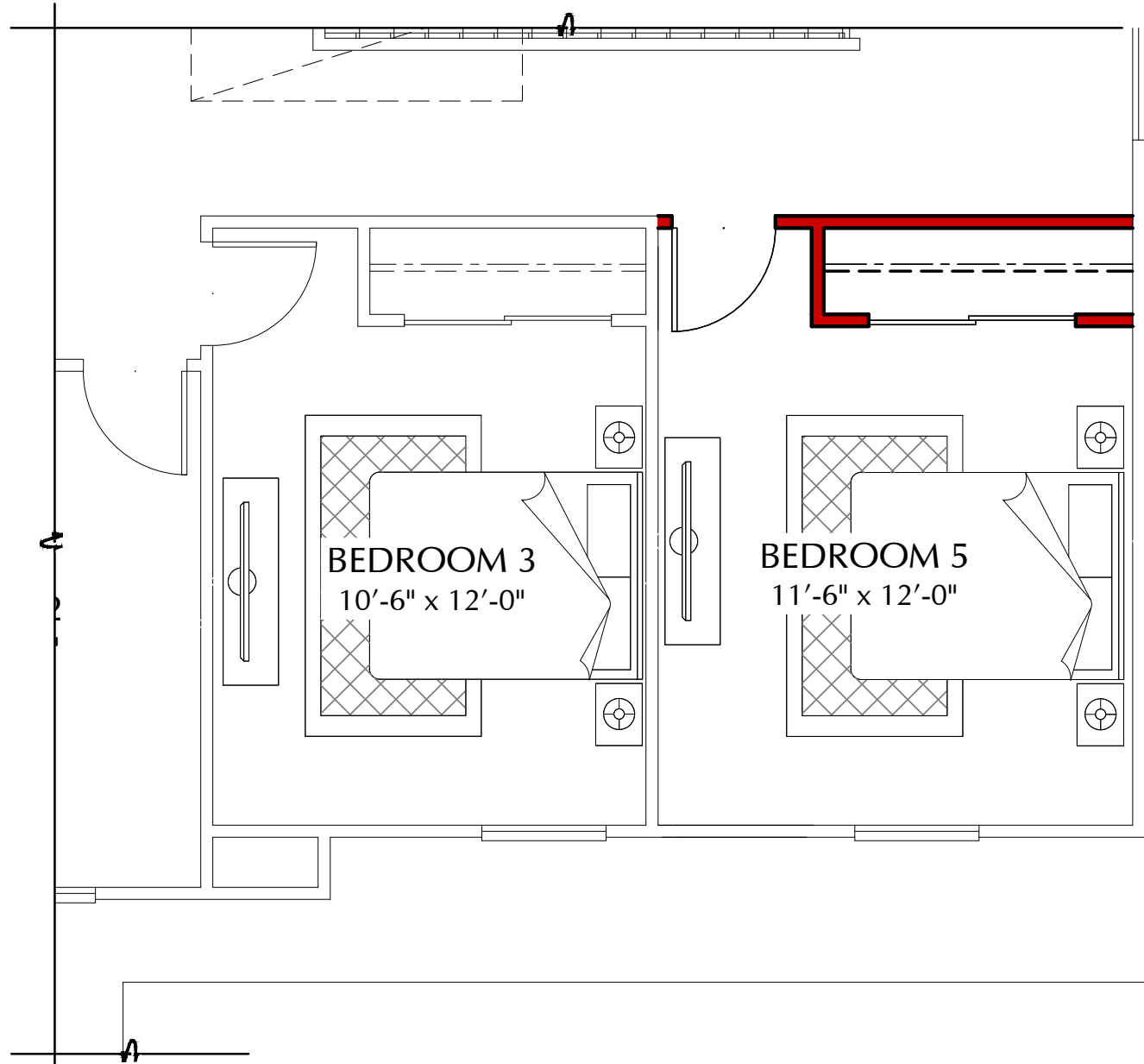
IN LIEU OF STUDY

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OPT. COVERED PATIO PLAN N913

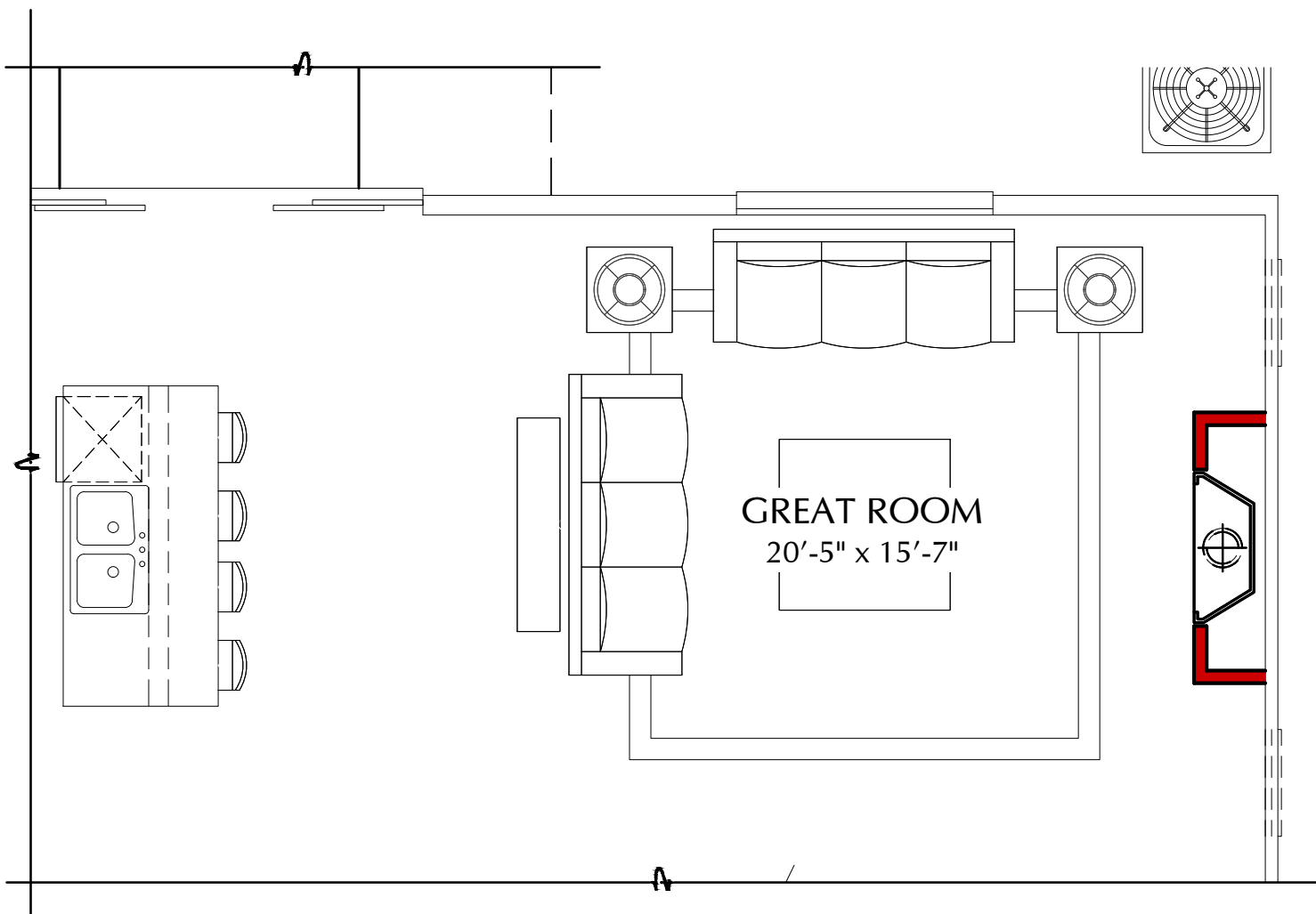
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OPT. BEDROOM 5 PLAN N913

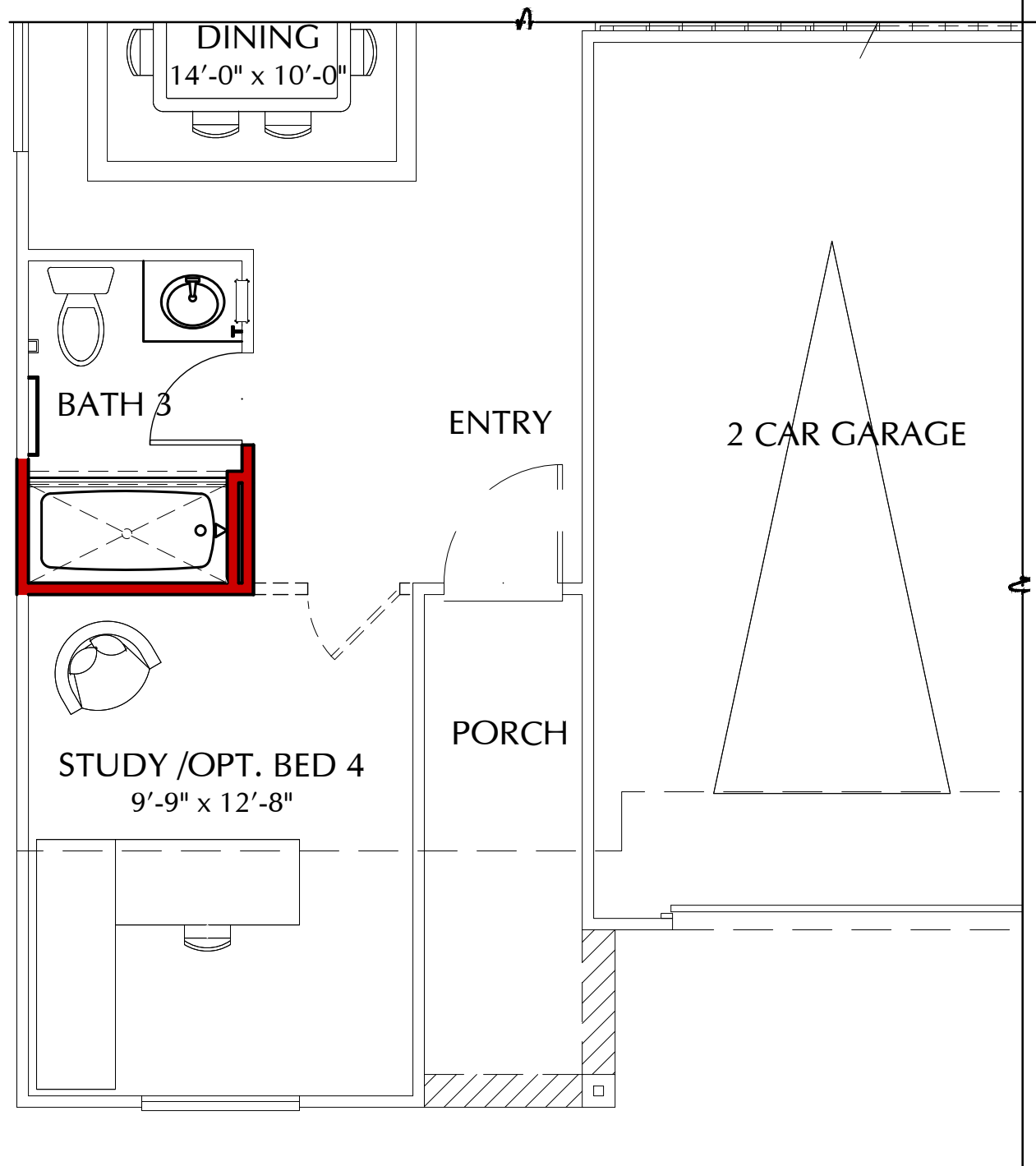
IN LIEU OF LOFT

SCALE: 1/4"=1'-0"



OPT. FIREPLACE PLAN N913

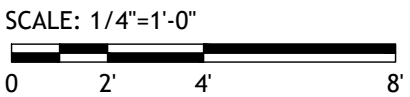
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OPT. BATH 3 AT STUDY PLAN N913

IN LIEU OF LOFT

SCALE: 1/4"=1'-0"



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FARMHOUSE-A



CRAFTSMAN - B



WINE COUNTRY - C



PRAIRIE- D

N913 - PEARL
FRONT ELEVATIONS

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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RANCHO CORDOVA, CALIFORNIA

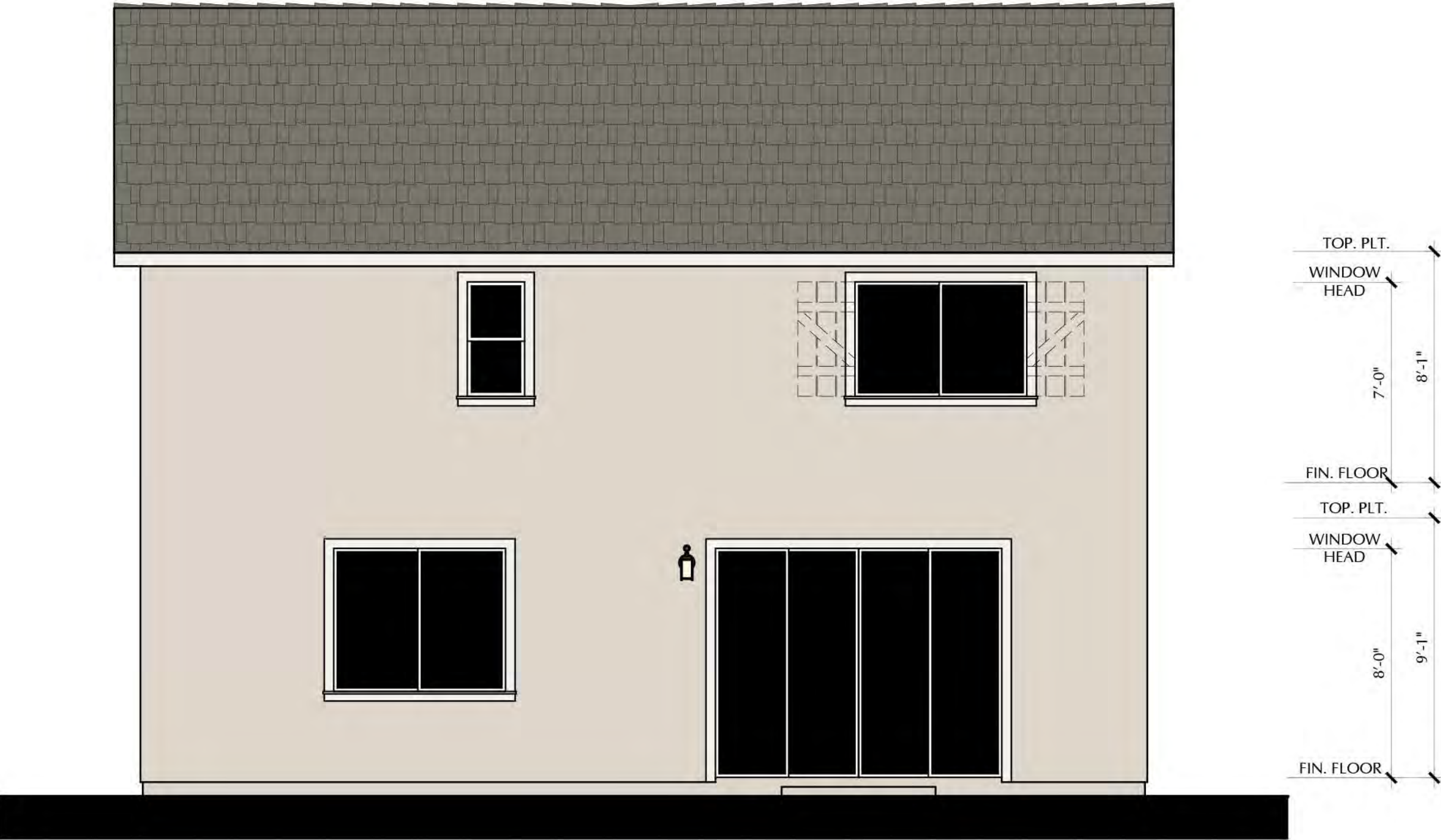
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FRONT ELEVATION - FARMHOUSE

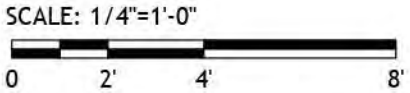


REAR ELEVATION - FARMHOUSE

N913 - PEARL
FRONT & REAR ELEVATIONS A

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153
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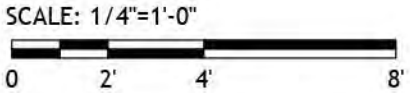


LEFT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N913 - PEARL
SIDE ELEVATIONS A



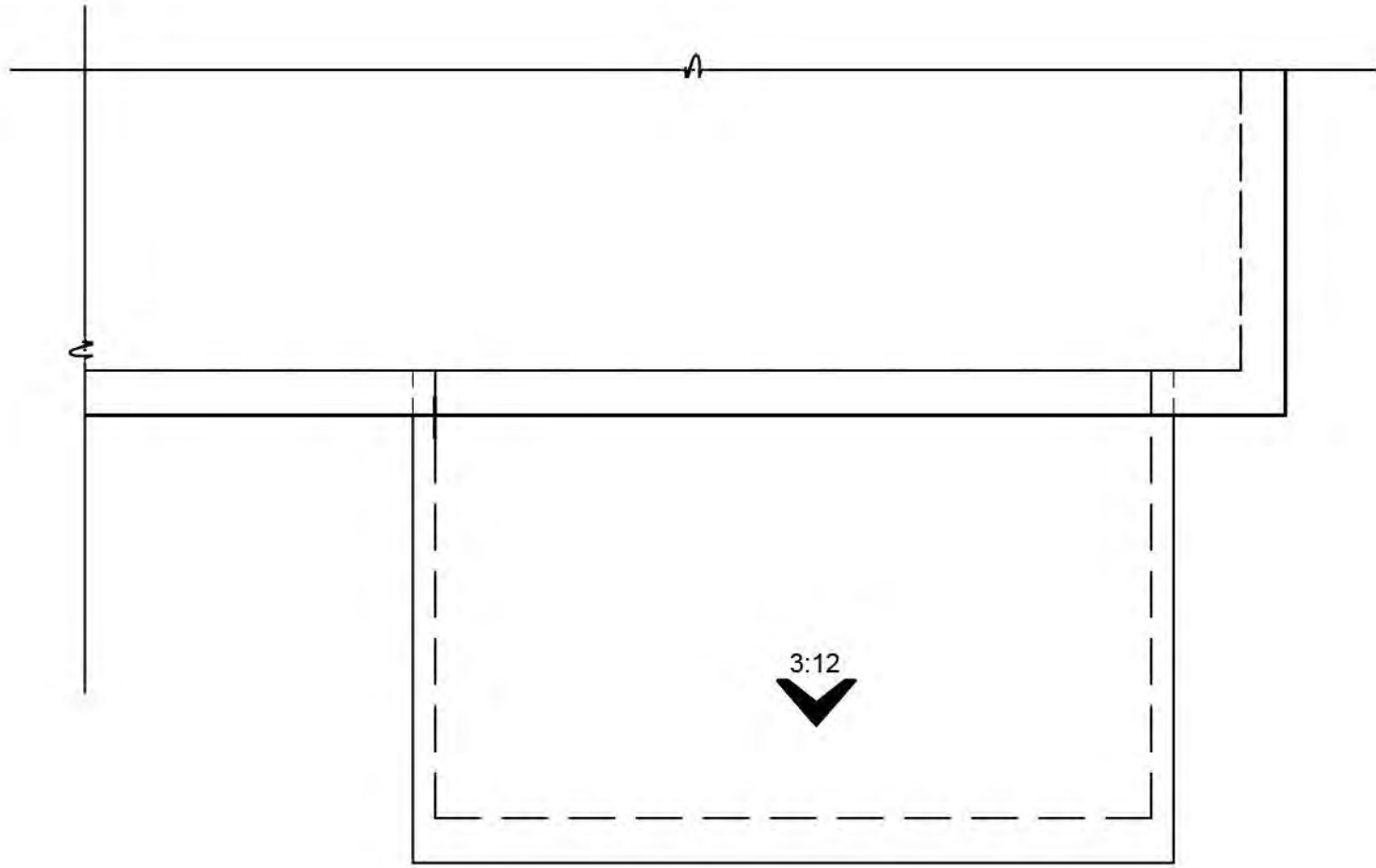
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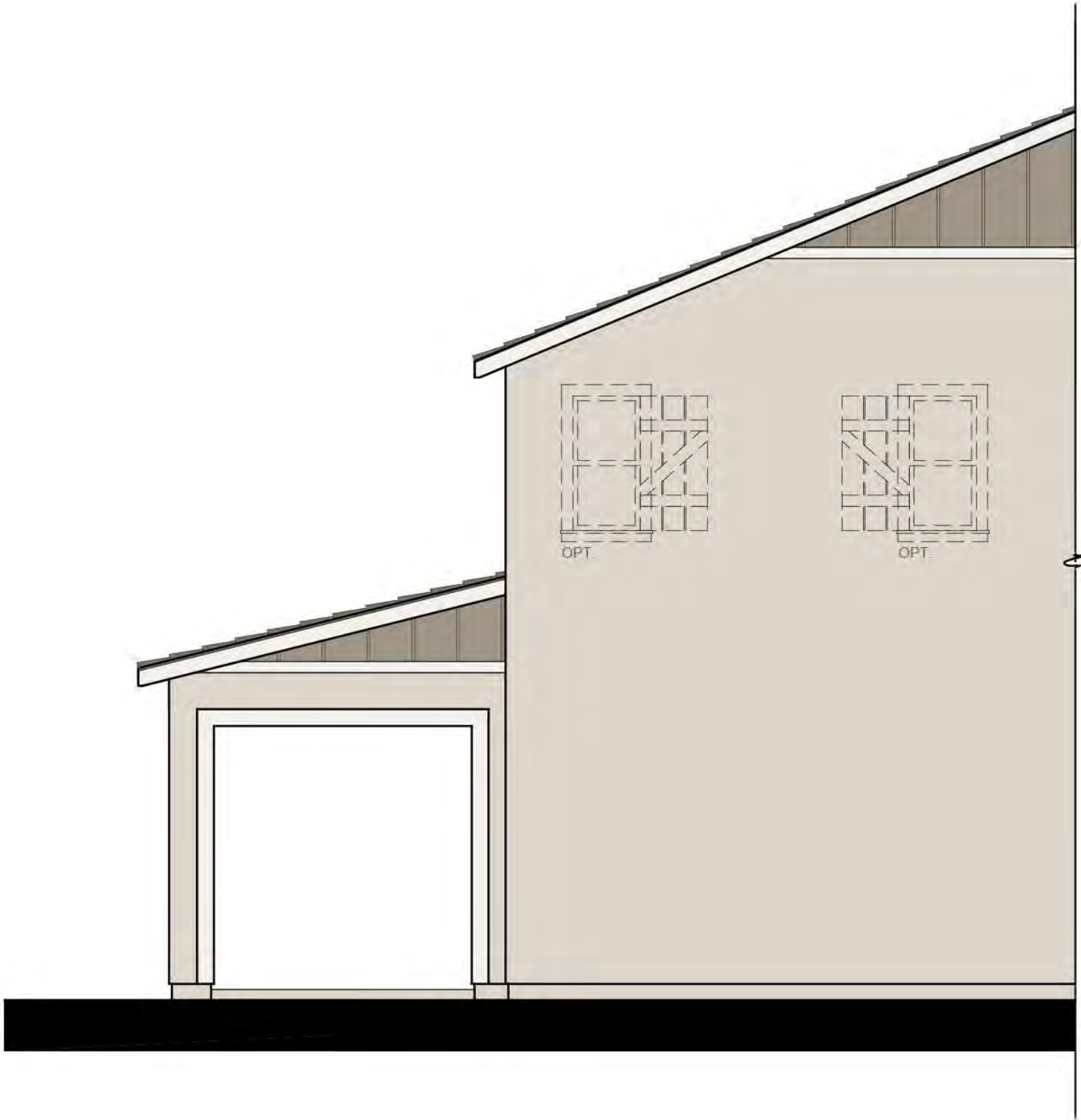
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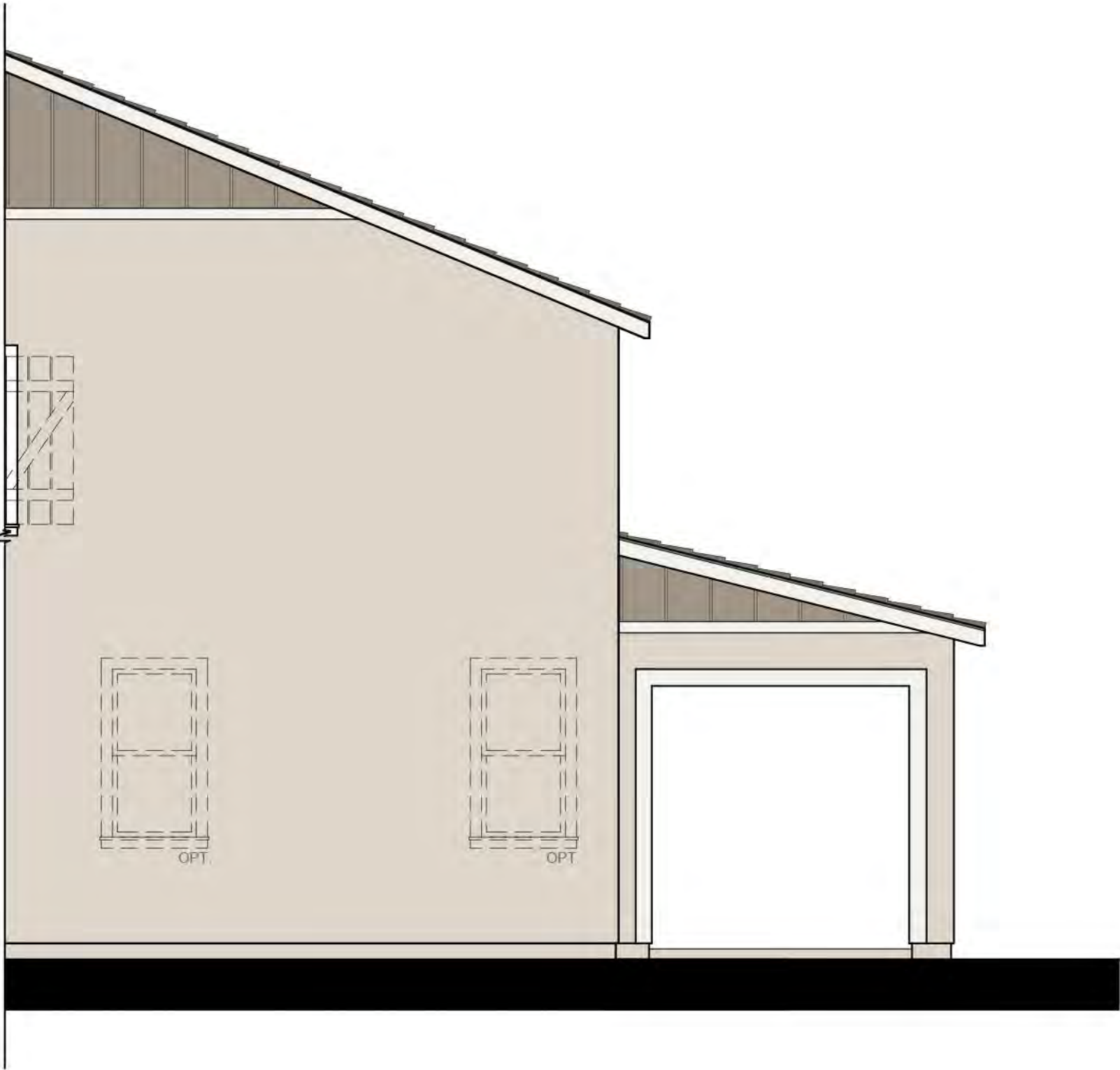
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N913 - PEARL
COVERED PATIO ELEVATIONS A - FARMHOUSE -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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FRONT ELEVATION - CRAFTSMAN



REAR ELEVATION - CRAFTSMAN

N913 - PEARL
FRONT & REAR ELEVATIONS B

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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SEASONS AT MONTELENA
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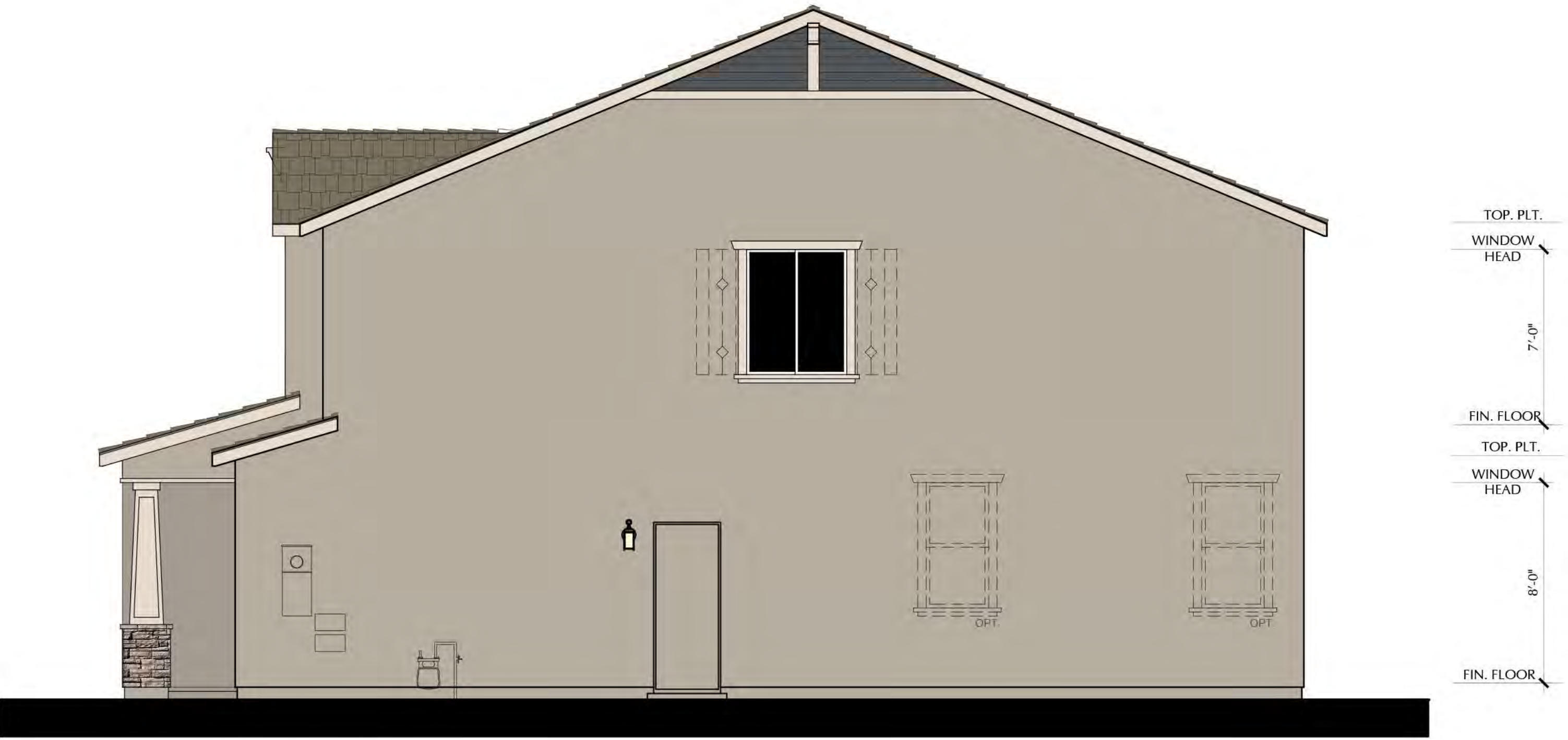
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LEFT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N913 - PEARL
SIDE ELEVATIONS B

SCALE: 1/4"=1'-0"
0 2' 4' 8'



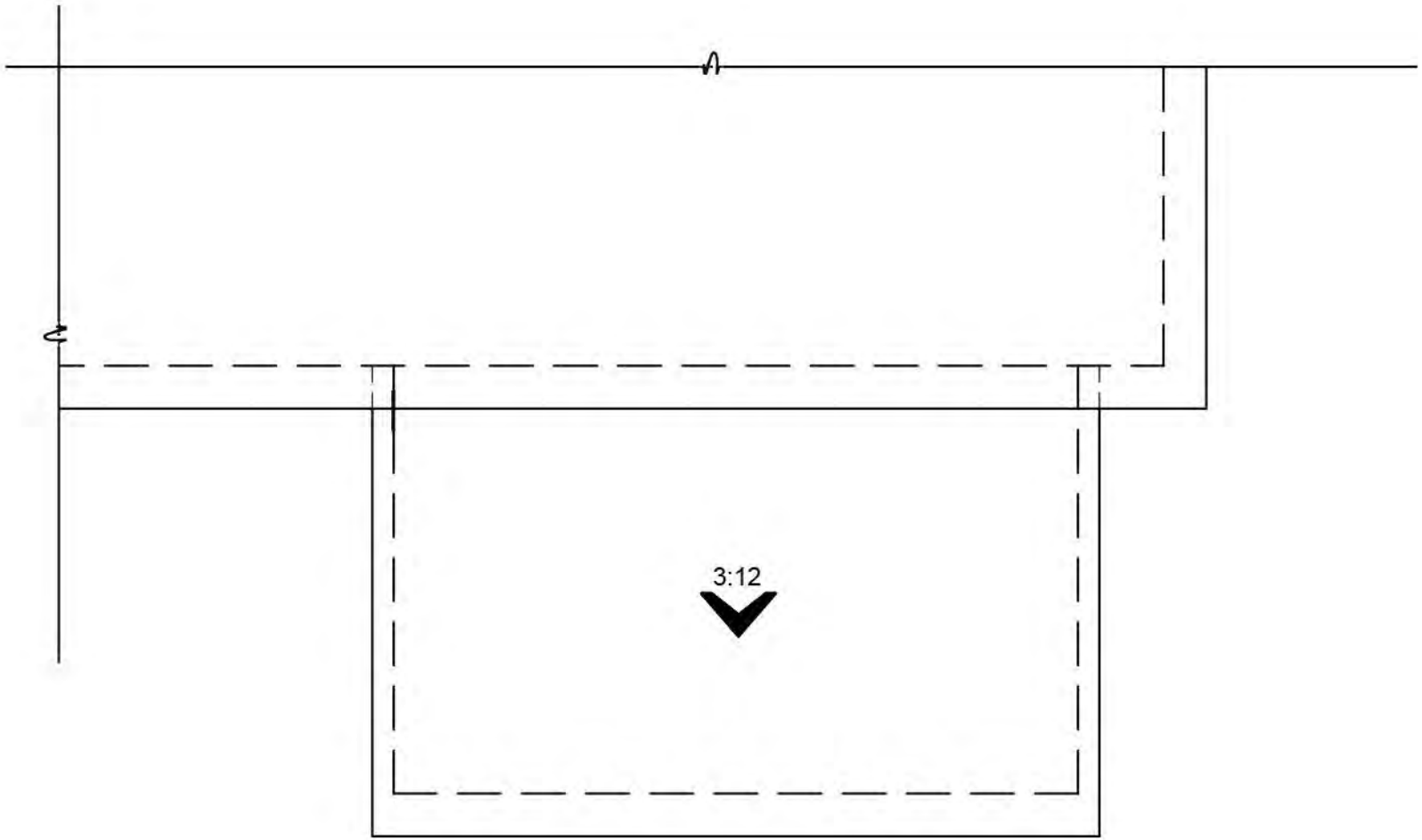
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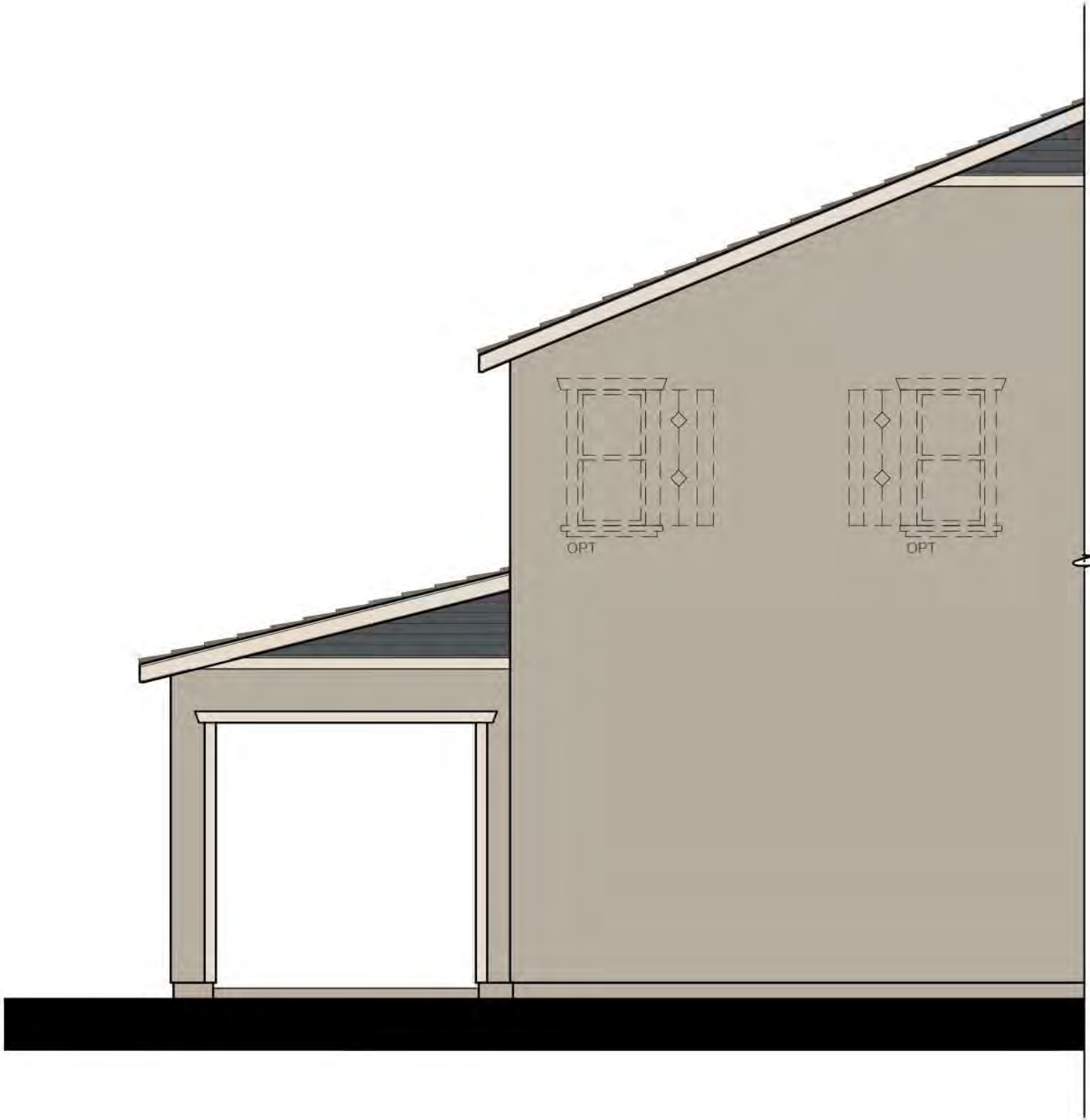
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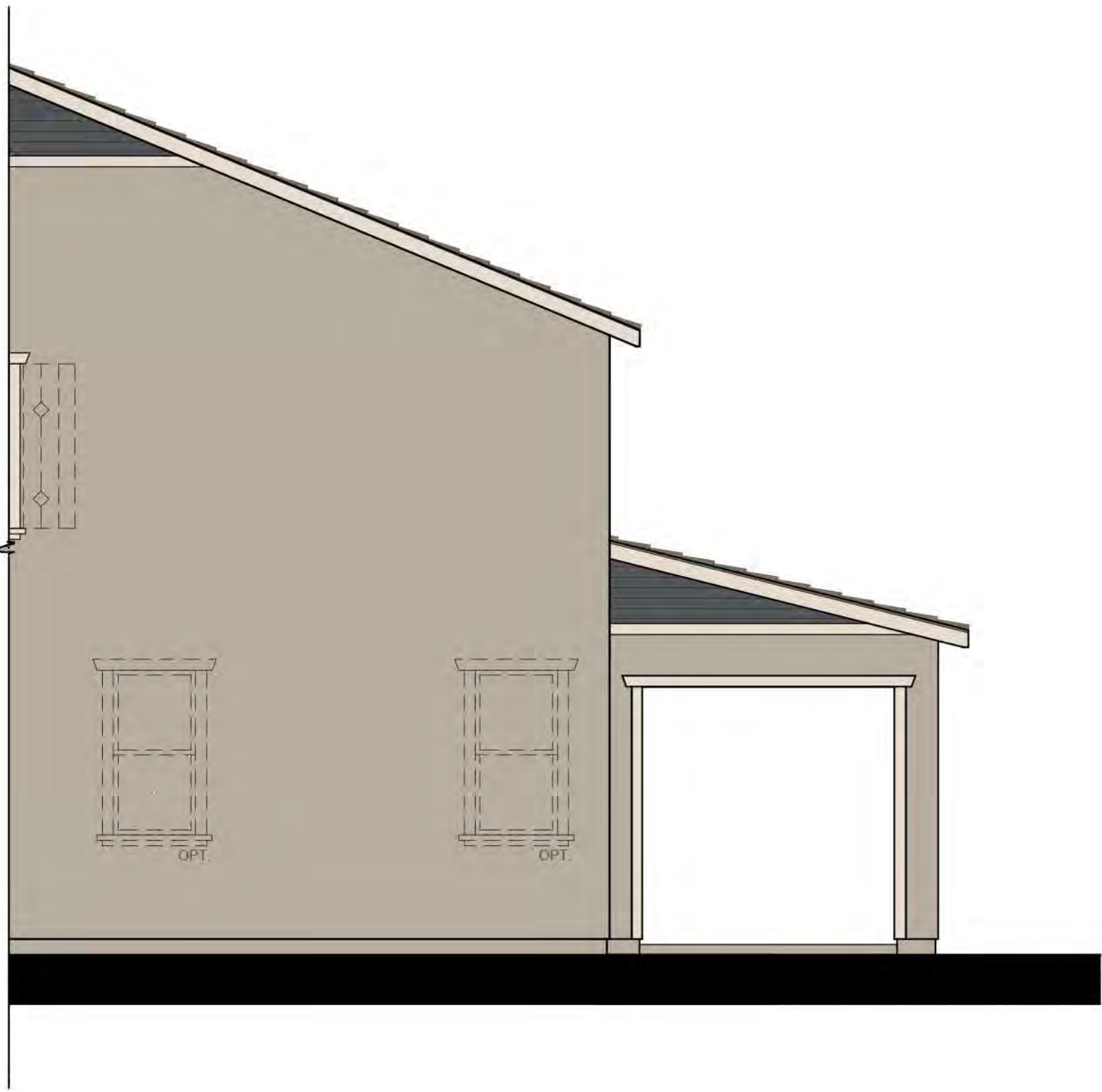
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N913 - PEARL
COVERED PATIO ELEVATIONS B - CRAFTSMAN -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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FRONT ELEVATION - WINE COUNTRY



REAR ELEVATION - WINE COUNTRY

N913 - PEARL

FRONT & REAR ELEVATIONS C

SEASONS AT MONTELENA
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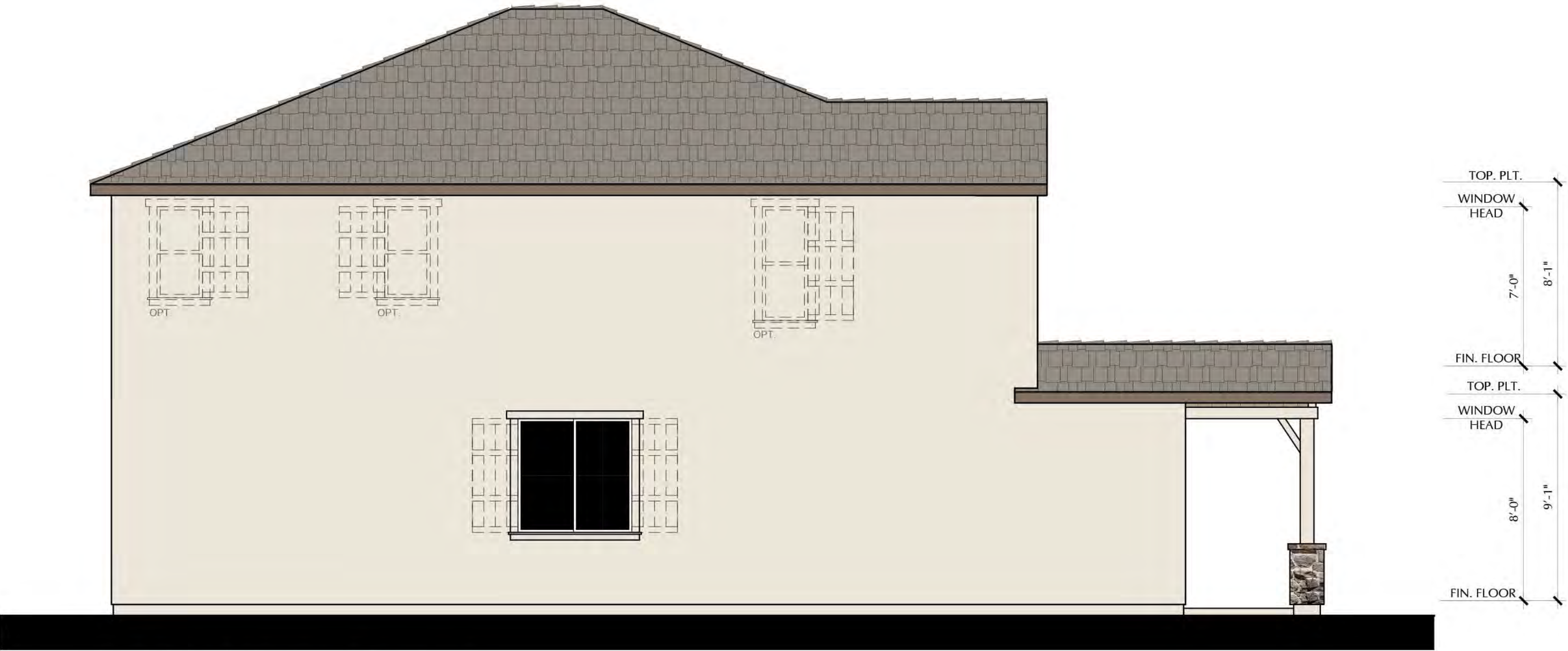
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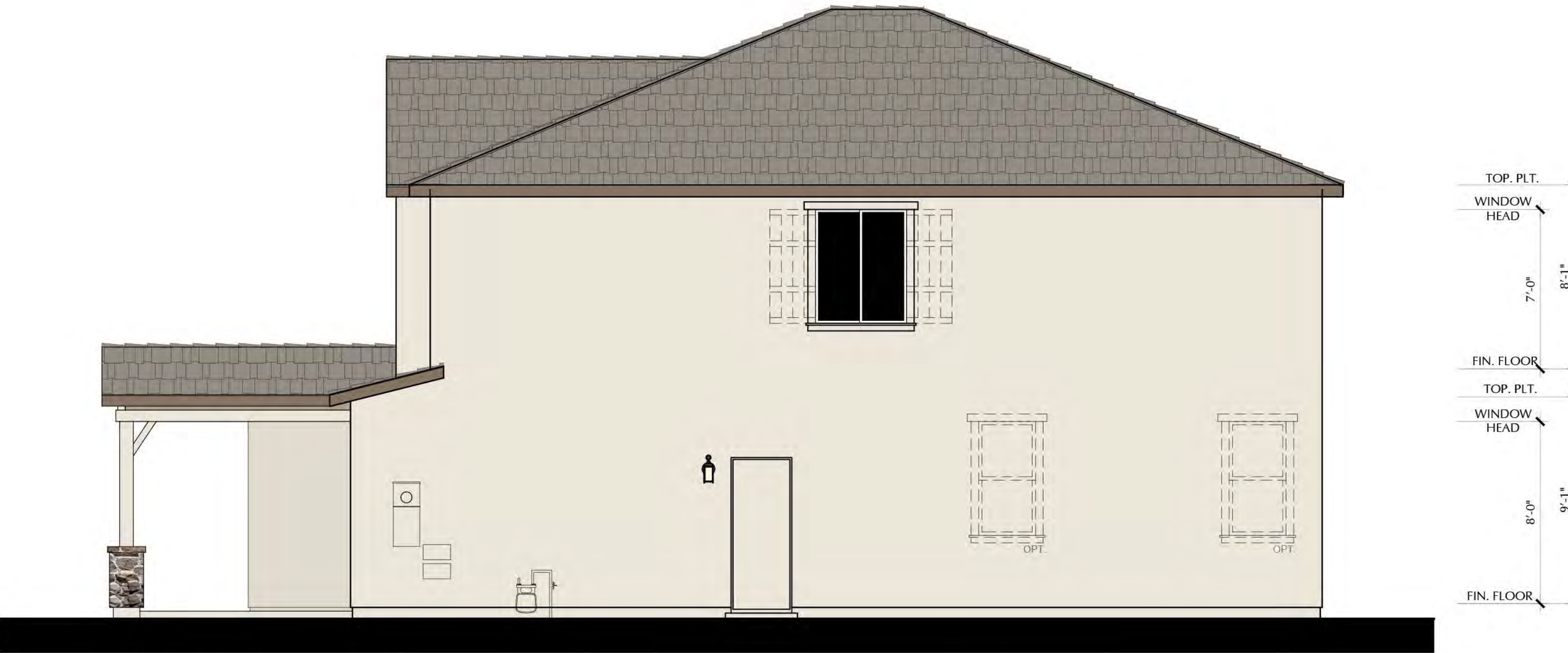
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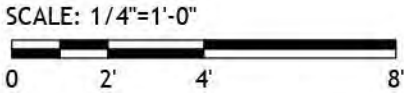


LEFT ELEVATION - WINE COUNTRY



RIGHT ELEVATION - WINE COUNTRY

N913 - PEARL
SIDE ELEVATIONS C



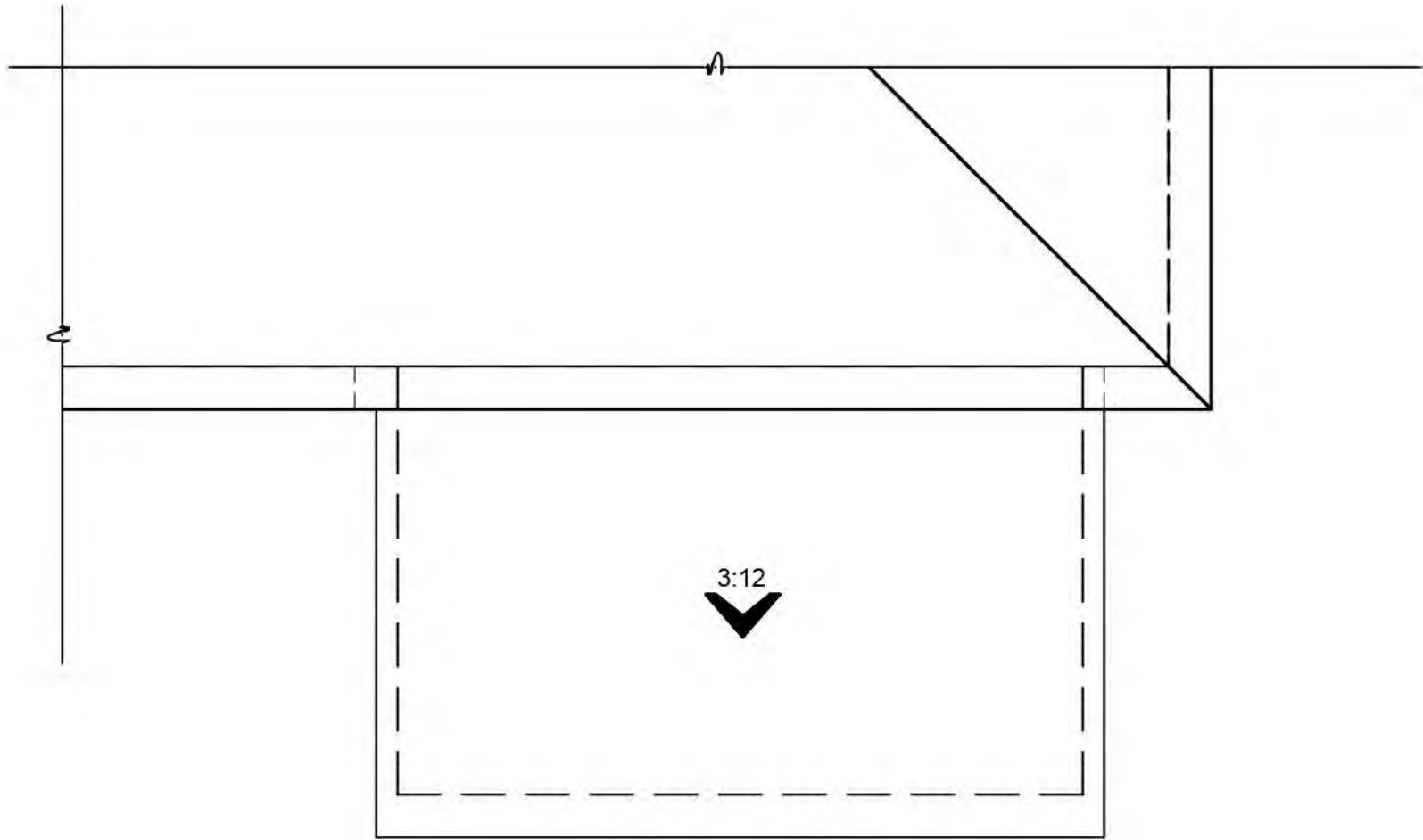
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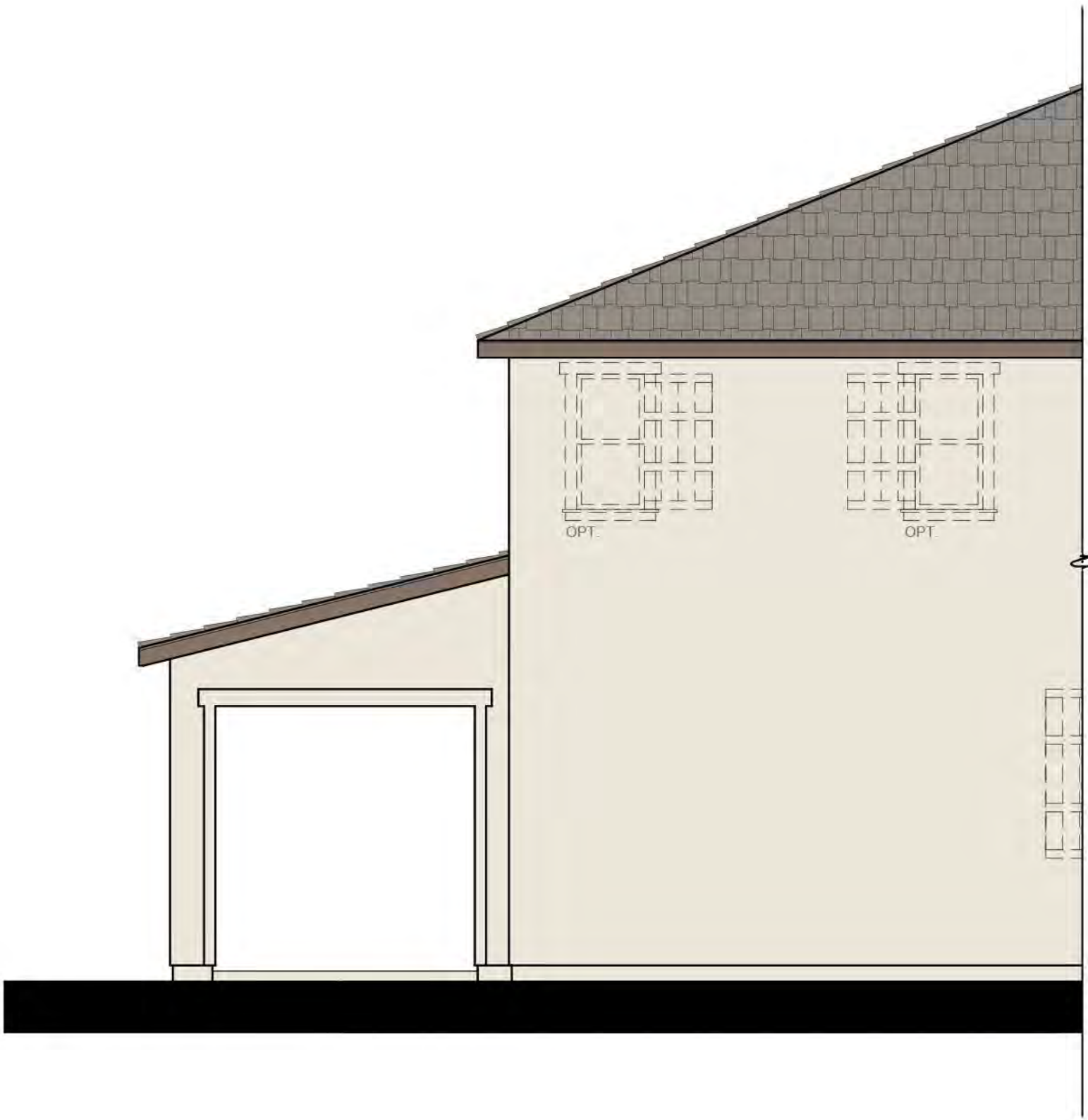
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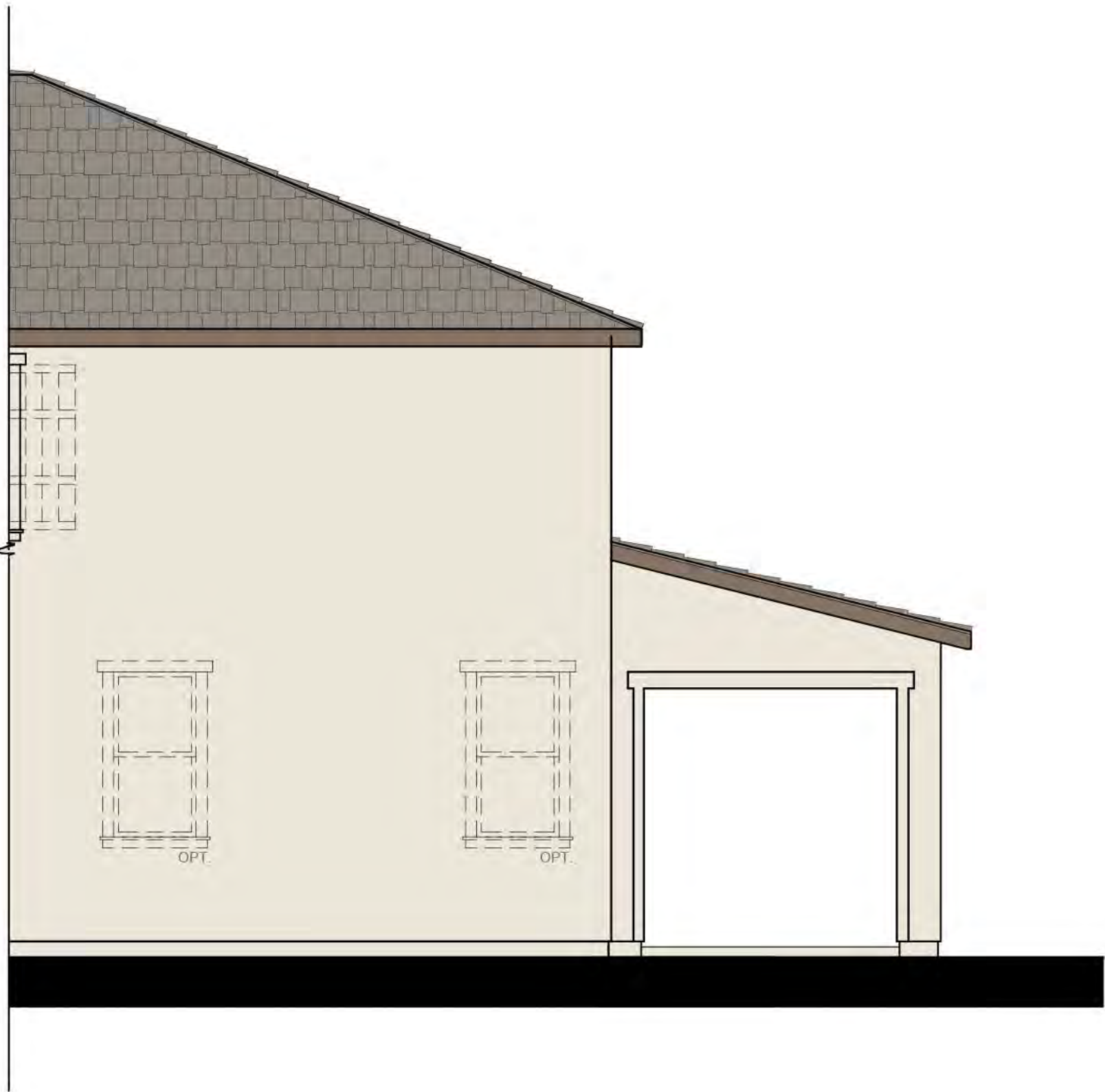
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N913 - PEARL
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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FRONT ELEVATION - PRAIRIE



REAR ELEVATION - PRAIRIE

N913 - PEARL
FRONT & REAR ELEVATIONS D

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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SCALE: 1/4"=1'-0"
0 2' 4' 8'



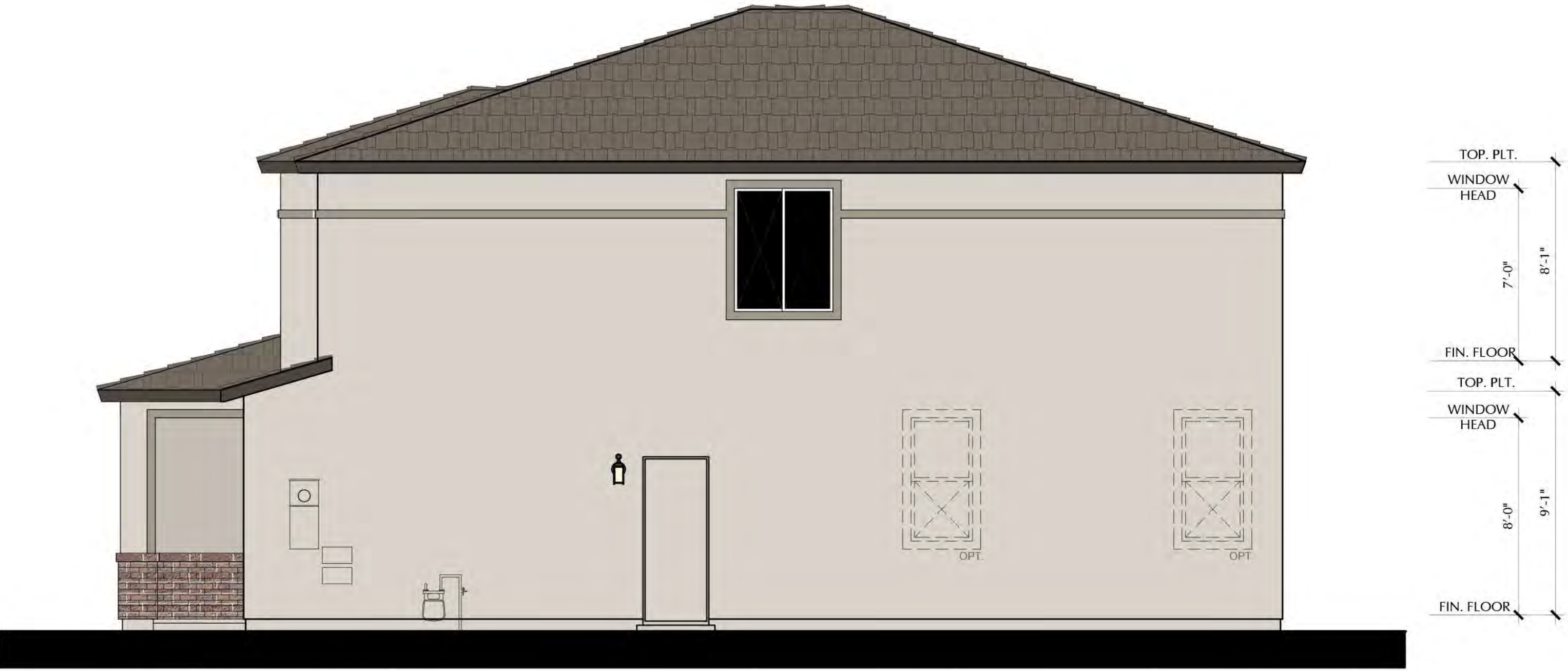
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LEFT ELEVATION - PRAIRIE



RIGHT ELEVATION - PRAIRIE

N913 - PEARL
SIDE ELEVATIONS D

SCALE: 1/4"=1'-0"
0 2' 4' 8'



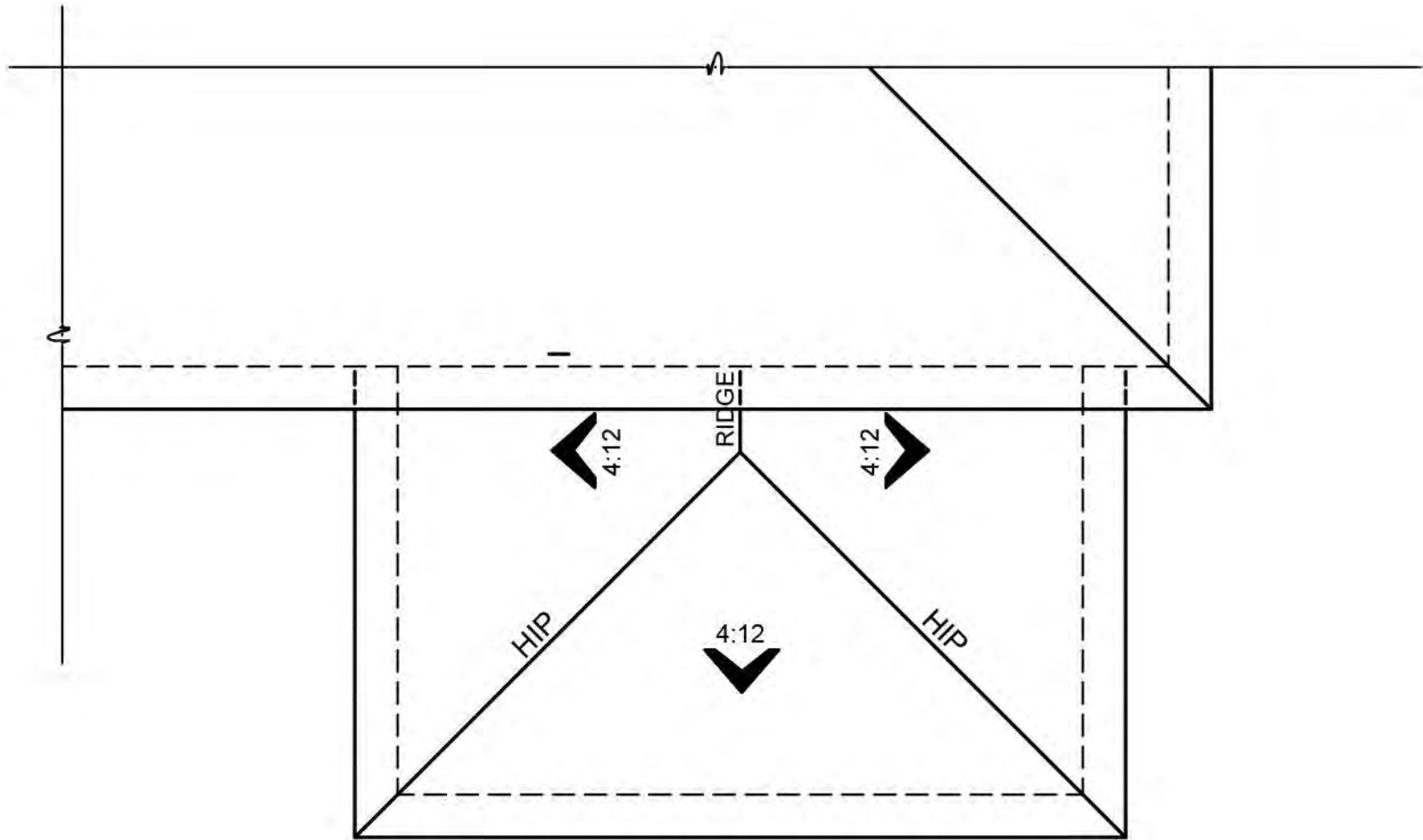
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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

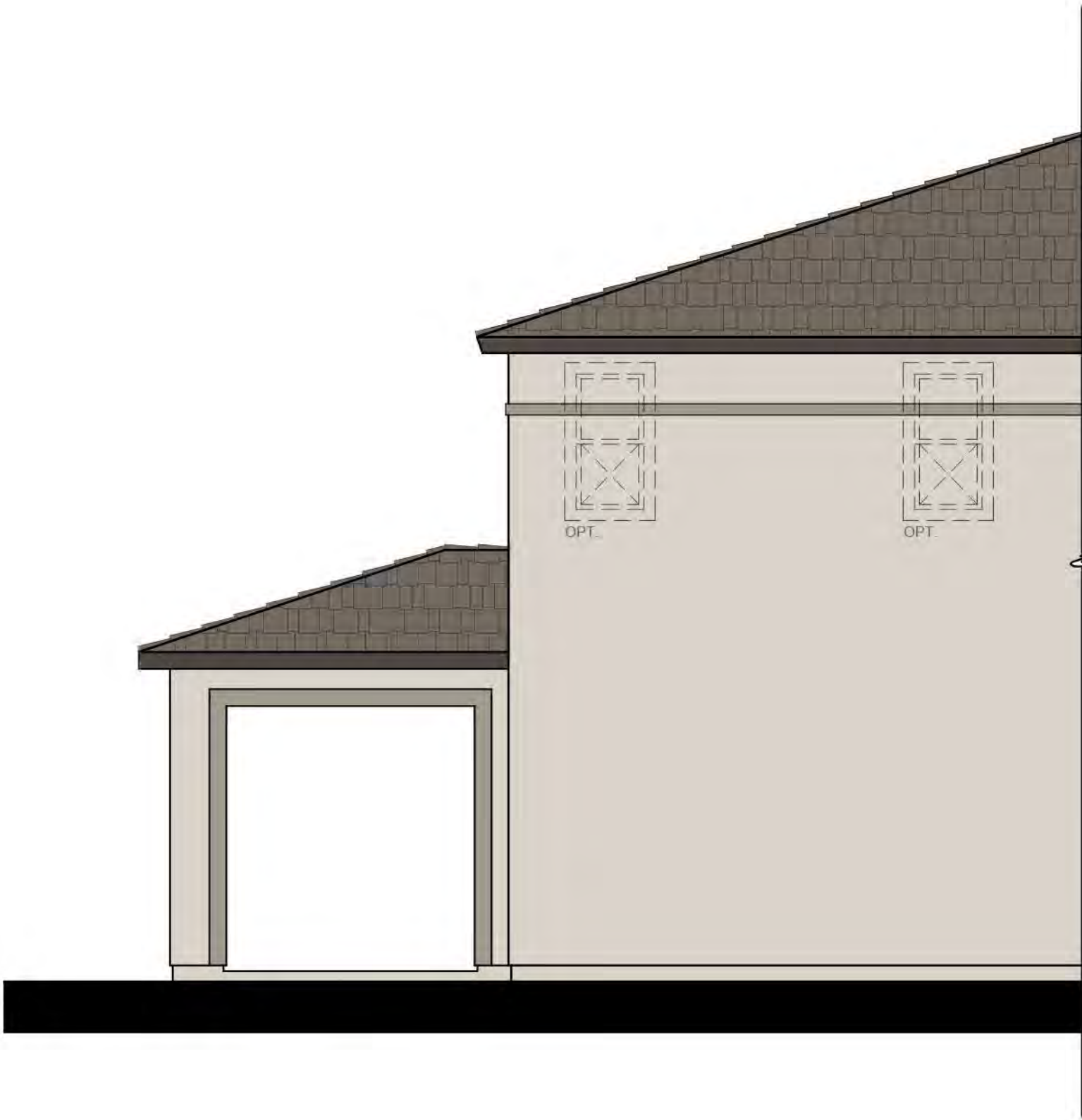
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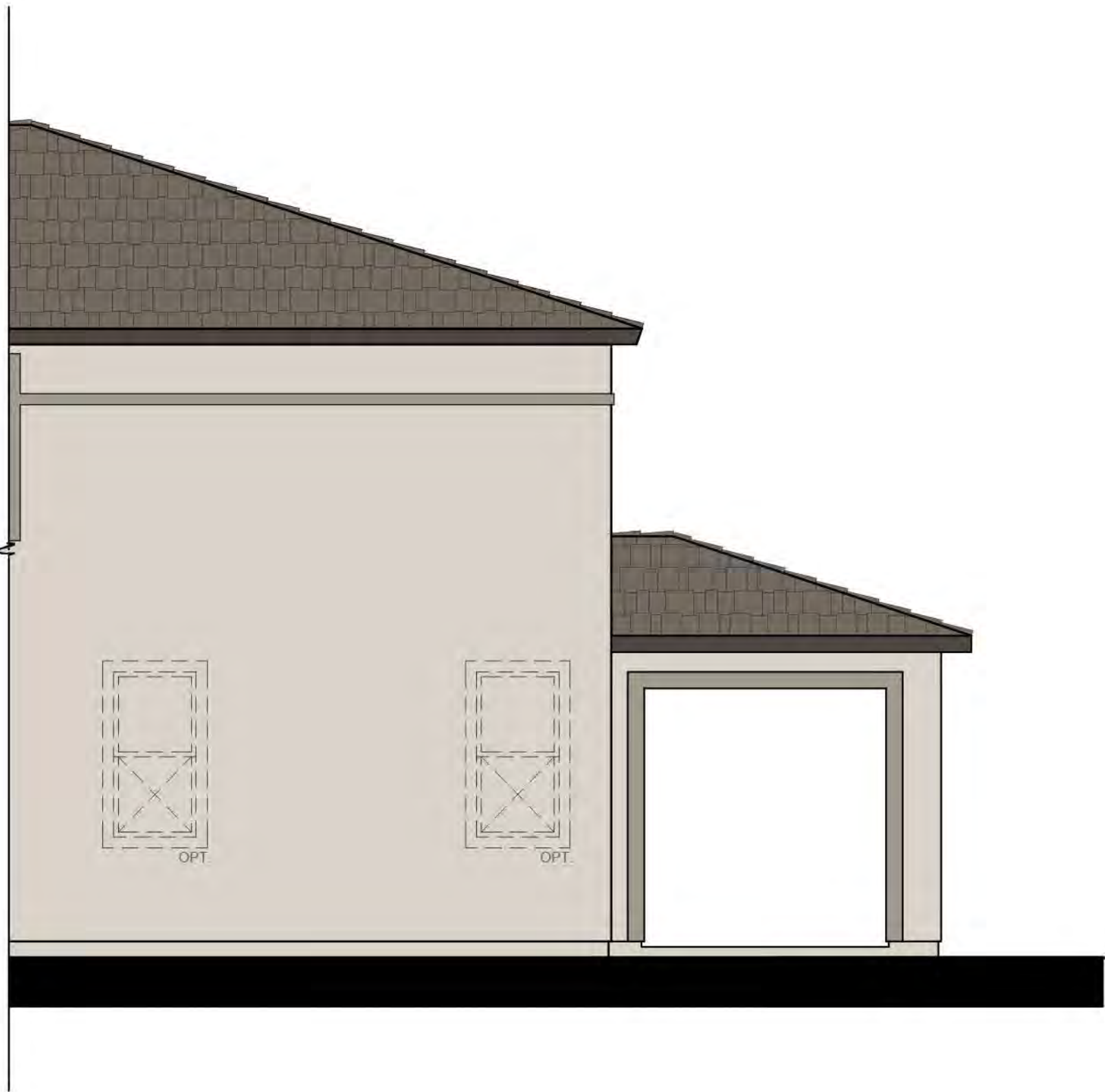
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N913 - PEARL
COVERED PATIO ELEVATIONS D - PRAIRIE -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



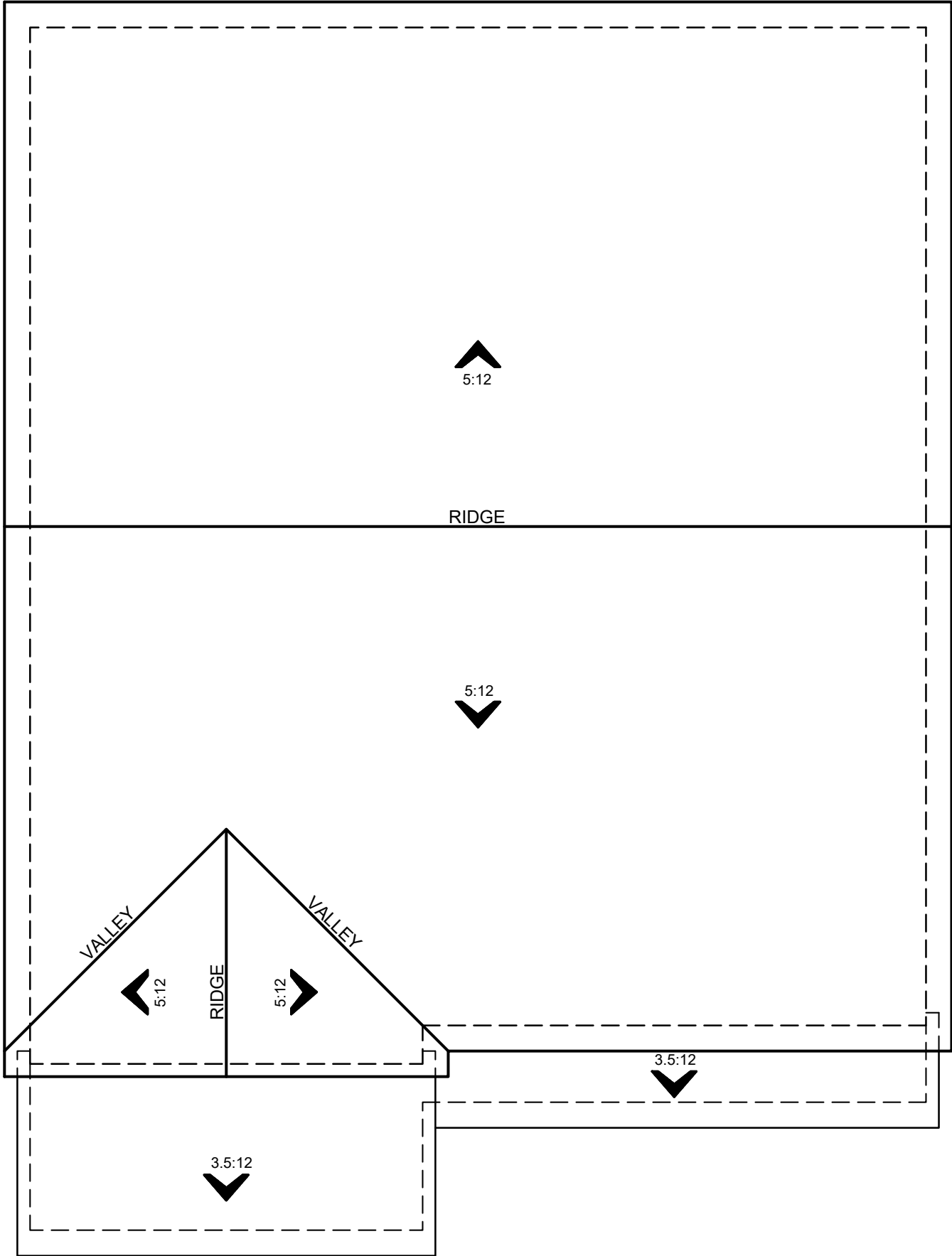
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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

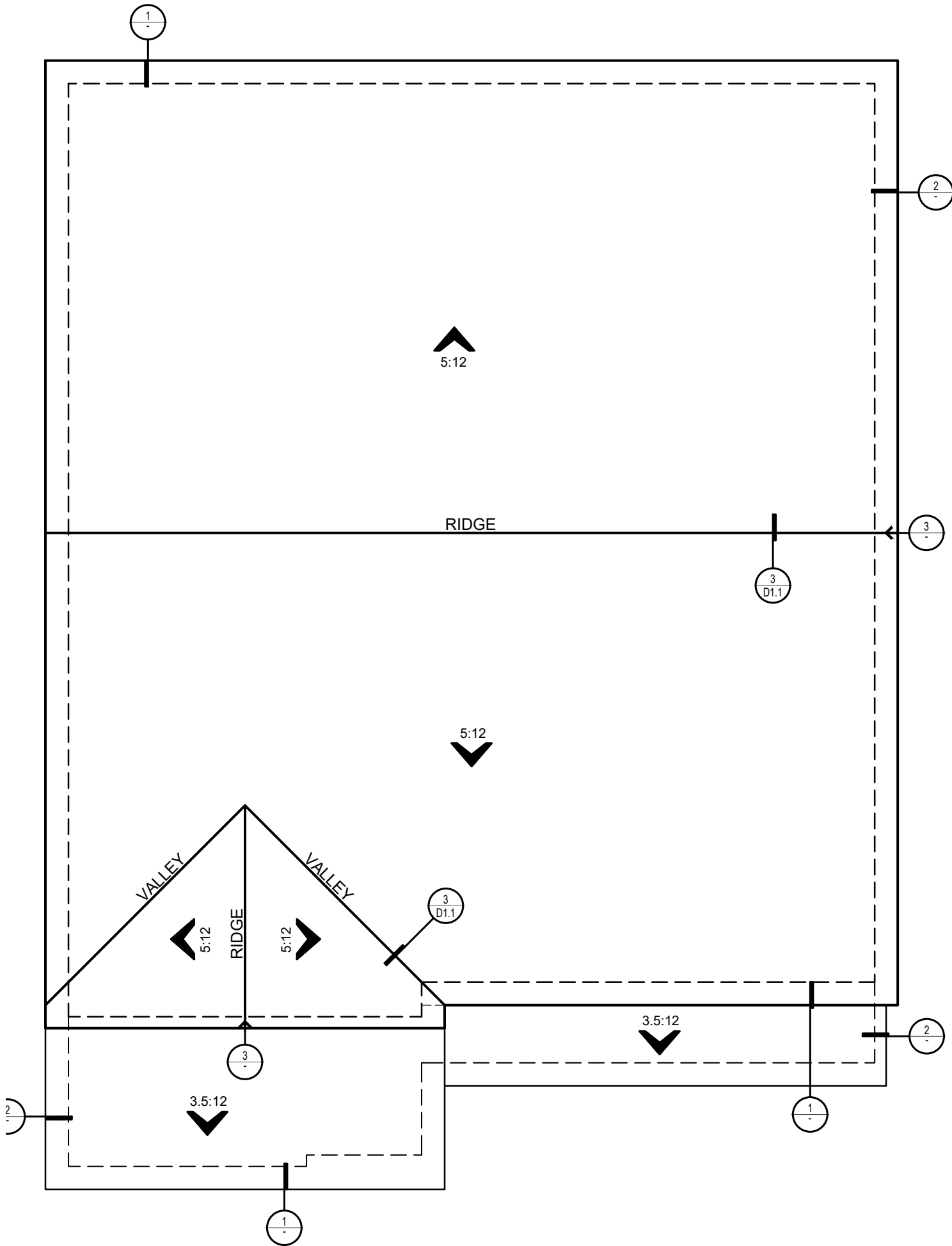
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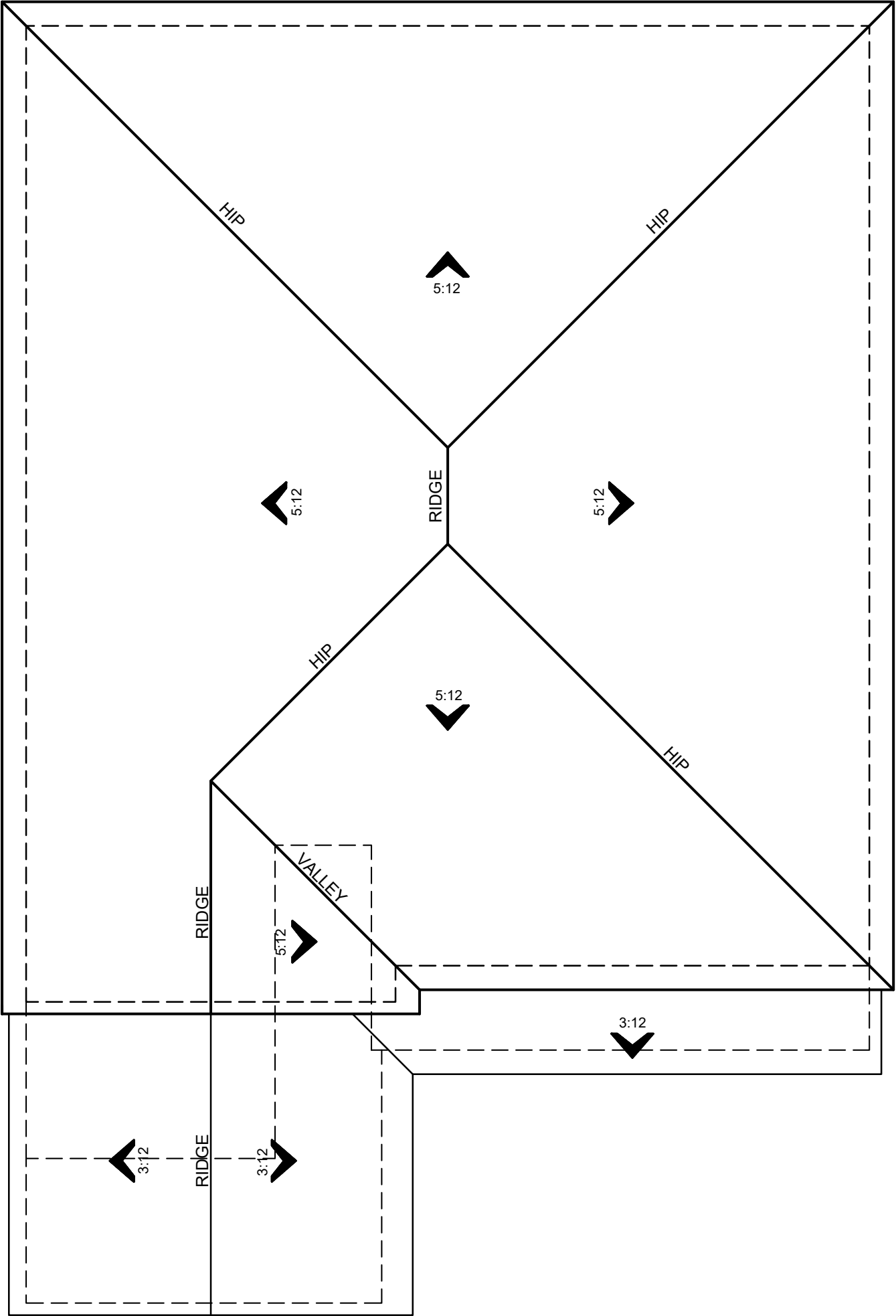
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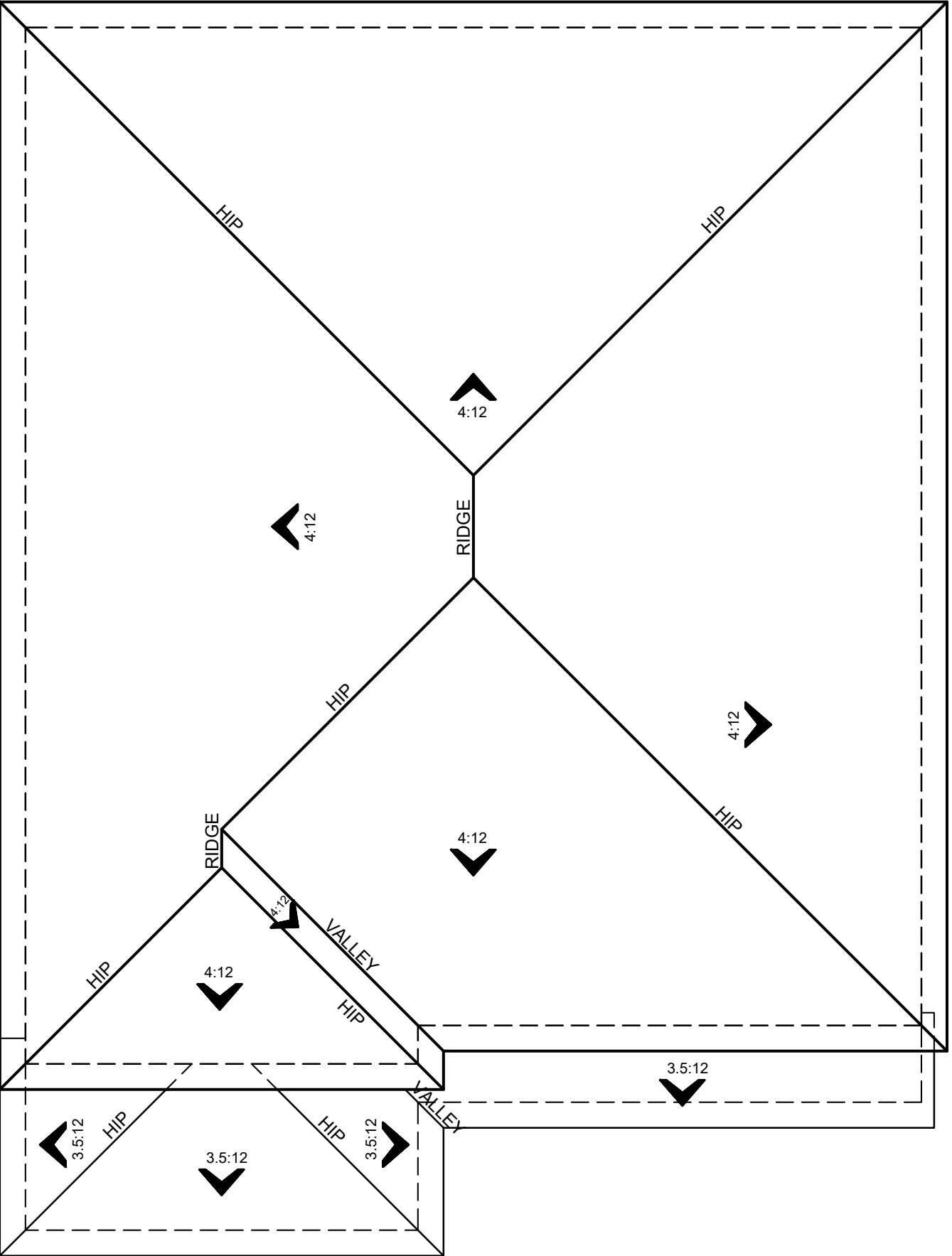
FARMHOUSE-A



CRAFTSMAN - B

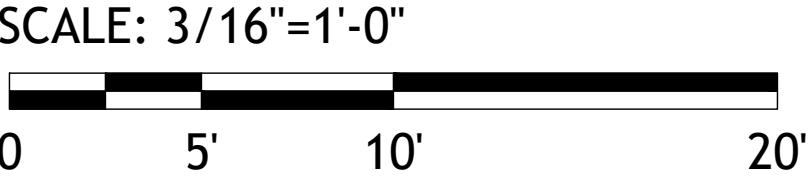


WINE COUNTRY - C



PRAIRIE- D

N913 - PEARL
ROOF PLANS



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RANCHO CORDOVA, CALIFORNIA

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N923 - TOURMALINE

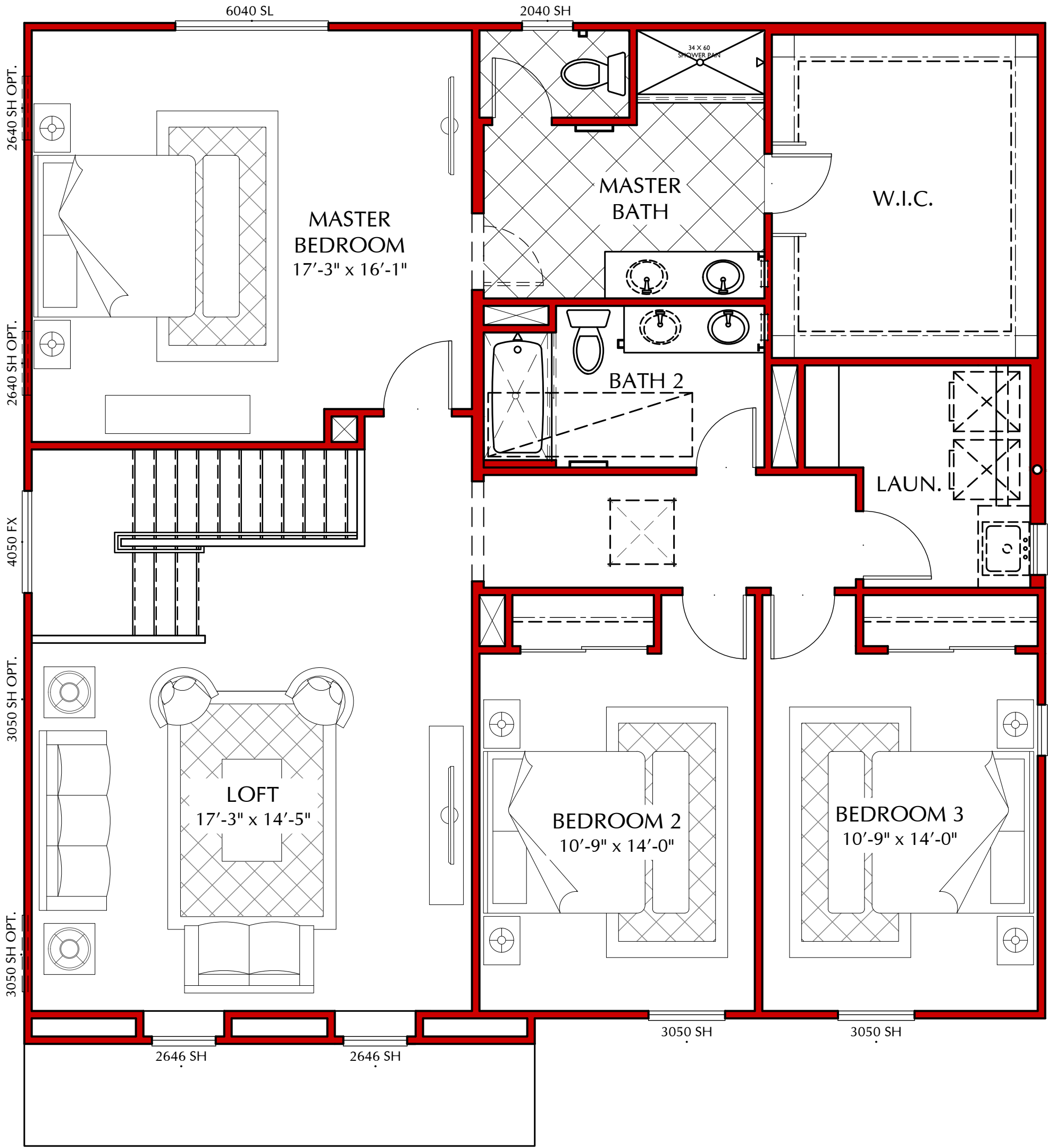
3 BEDROOMS / 2.5 BATHS / LOFT / FLEX
2 CAR GARAGE

AREA TABULATION

FIRST FLOOR	1,163 S.F.
SECOND FLOOR	1,489 S.F.
TOTAL	2,652 S.F.

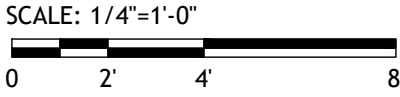
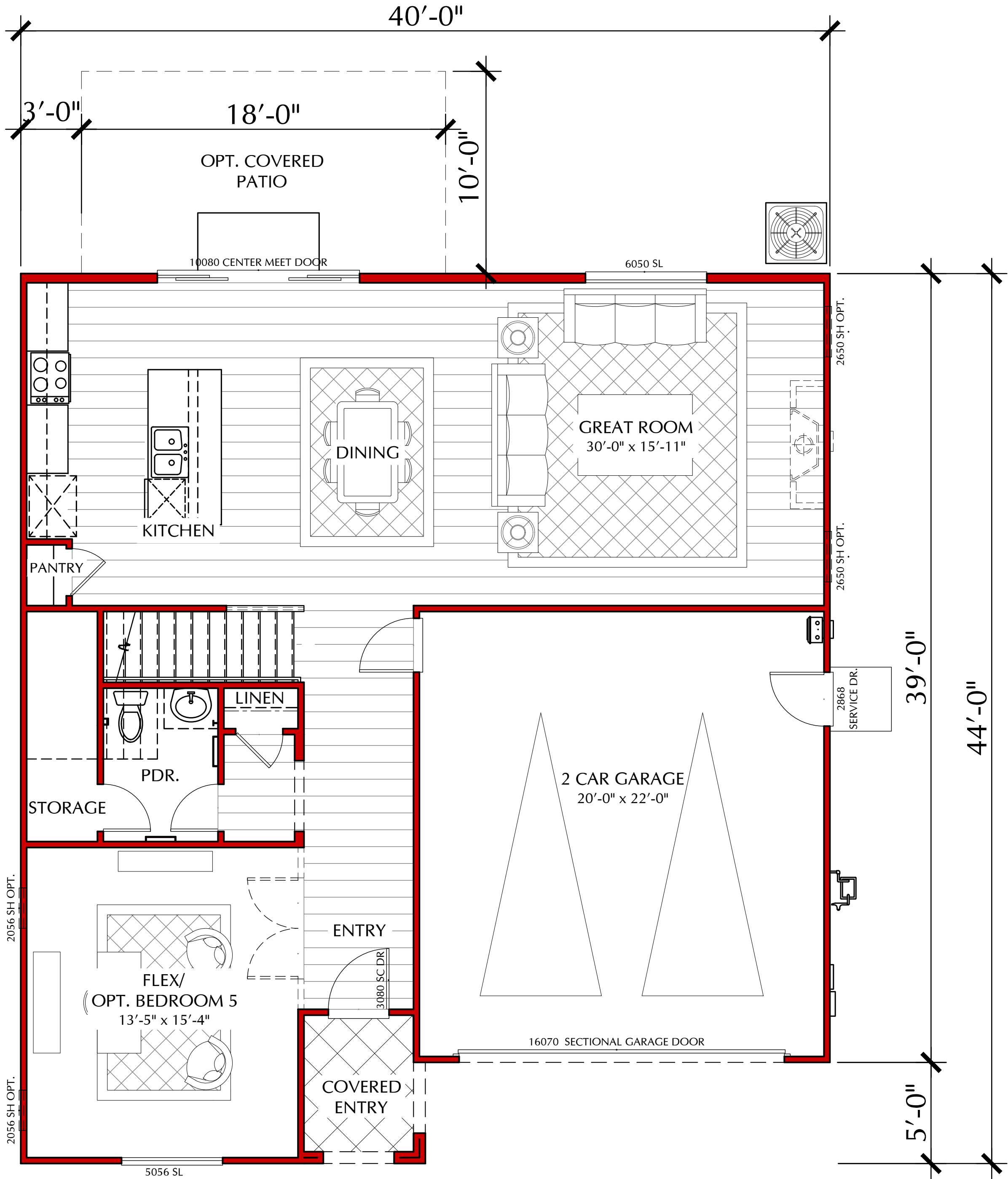
COVERED ENTRY	163 S.F.
GARAGE (2 CAR)	455 S.F.
OPT. COVERED PATIO	175 S.F.

SECOND FLOOR



N923 - TOURMALINE
FLOOR PLAN

FIRST FLOOR



FLOOR PLAN REFLECTS 'A' ELEVATION



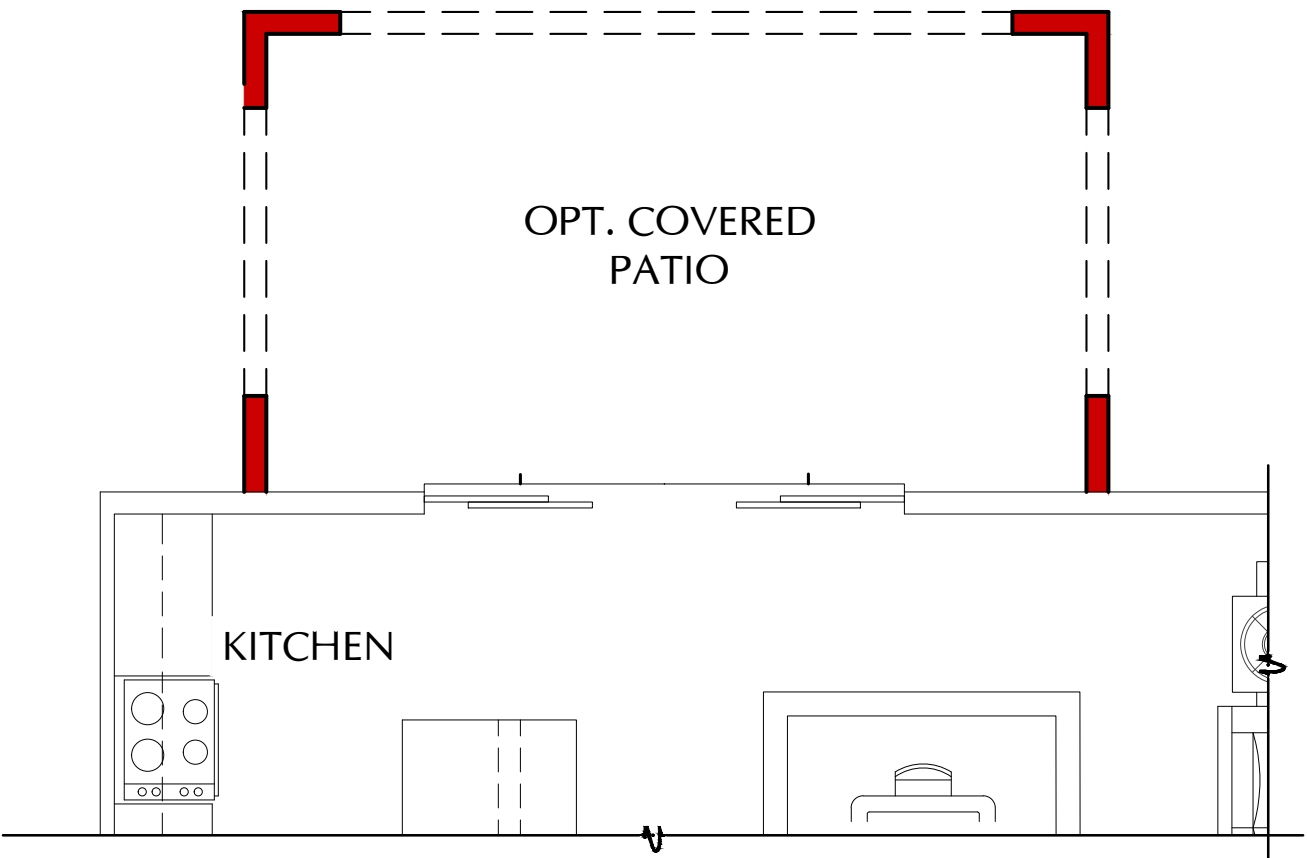
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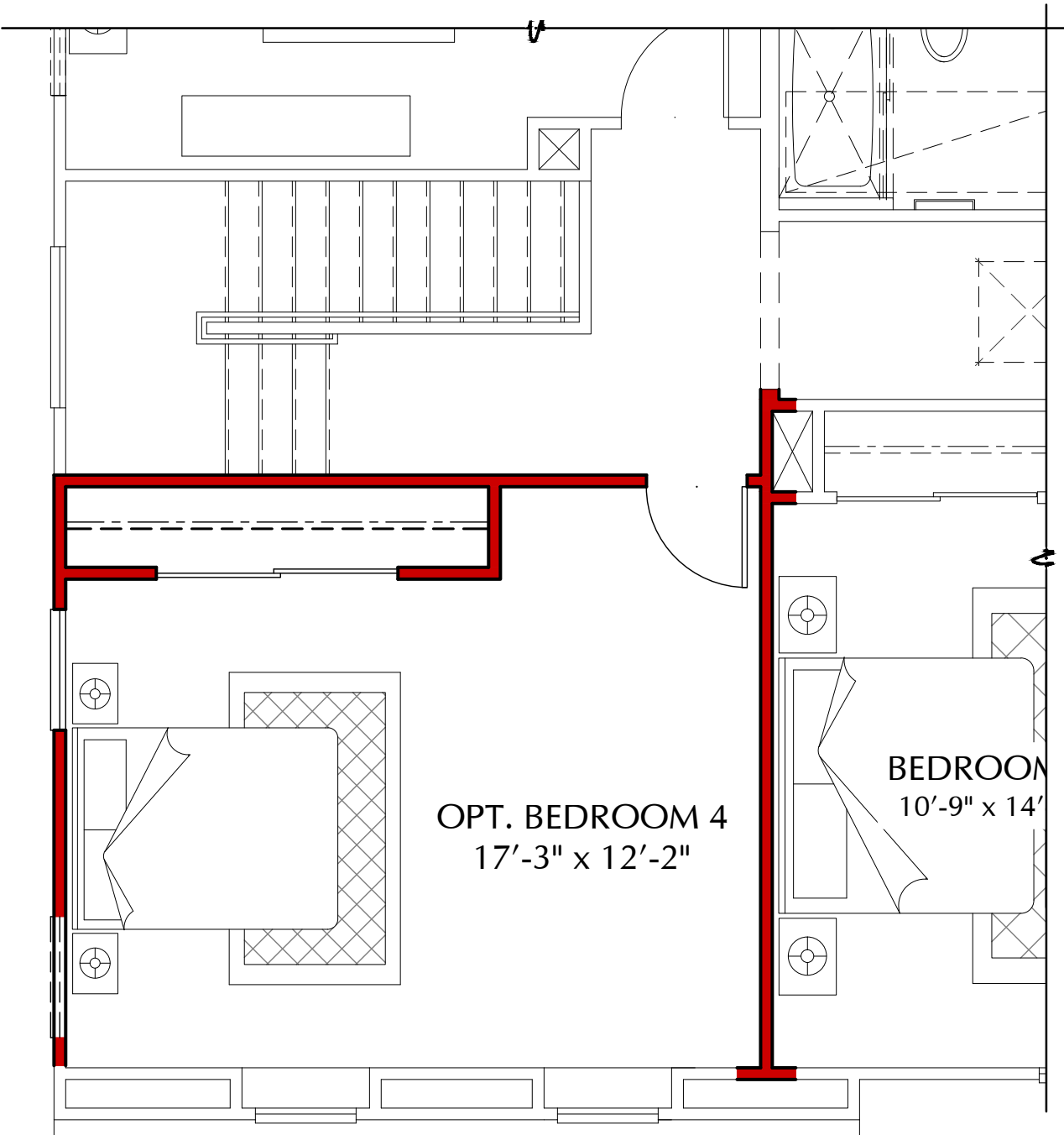
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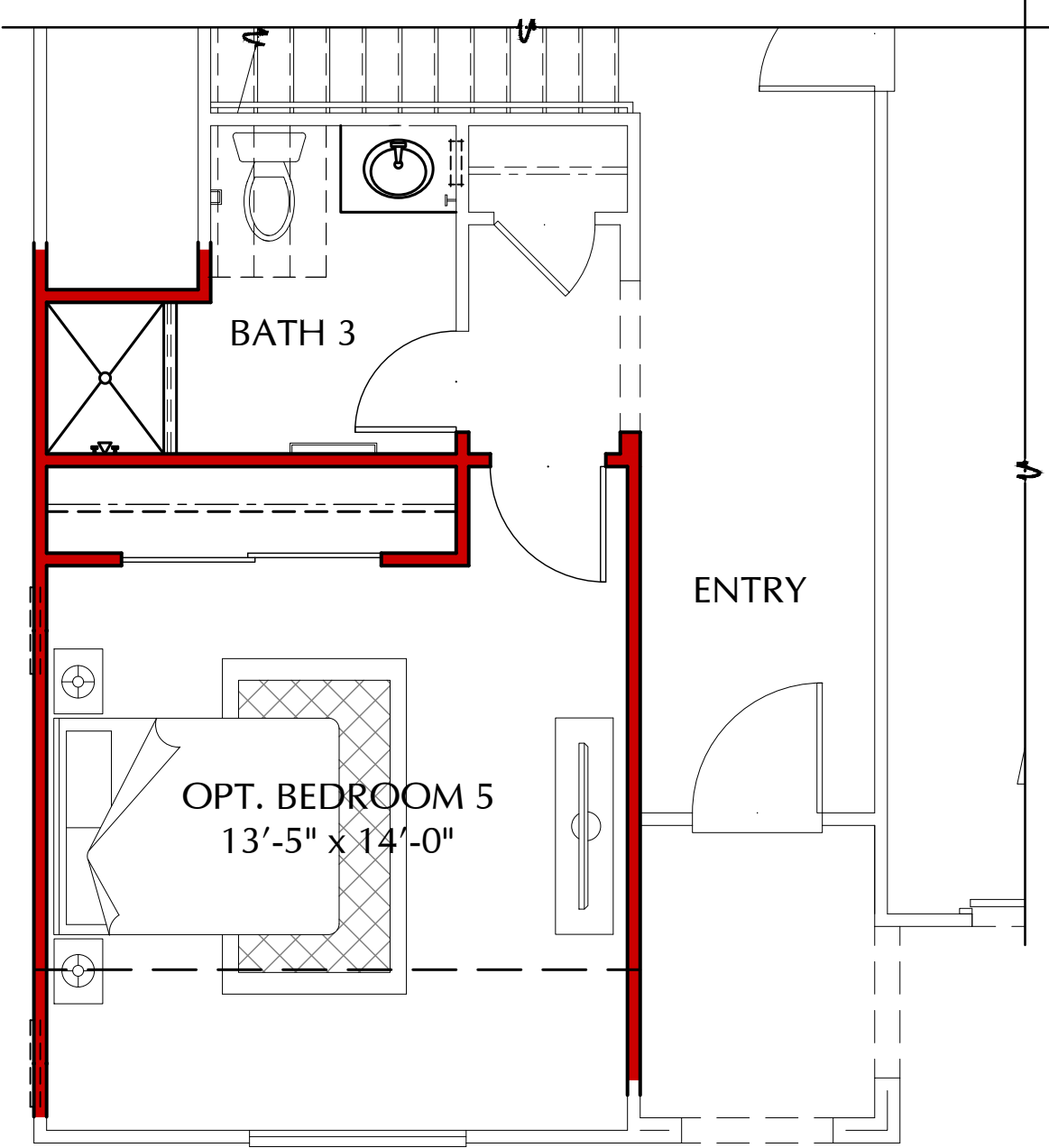
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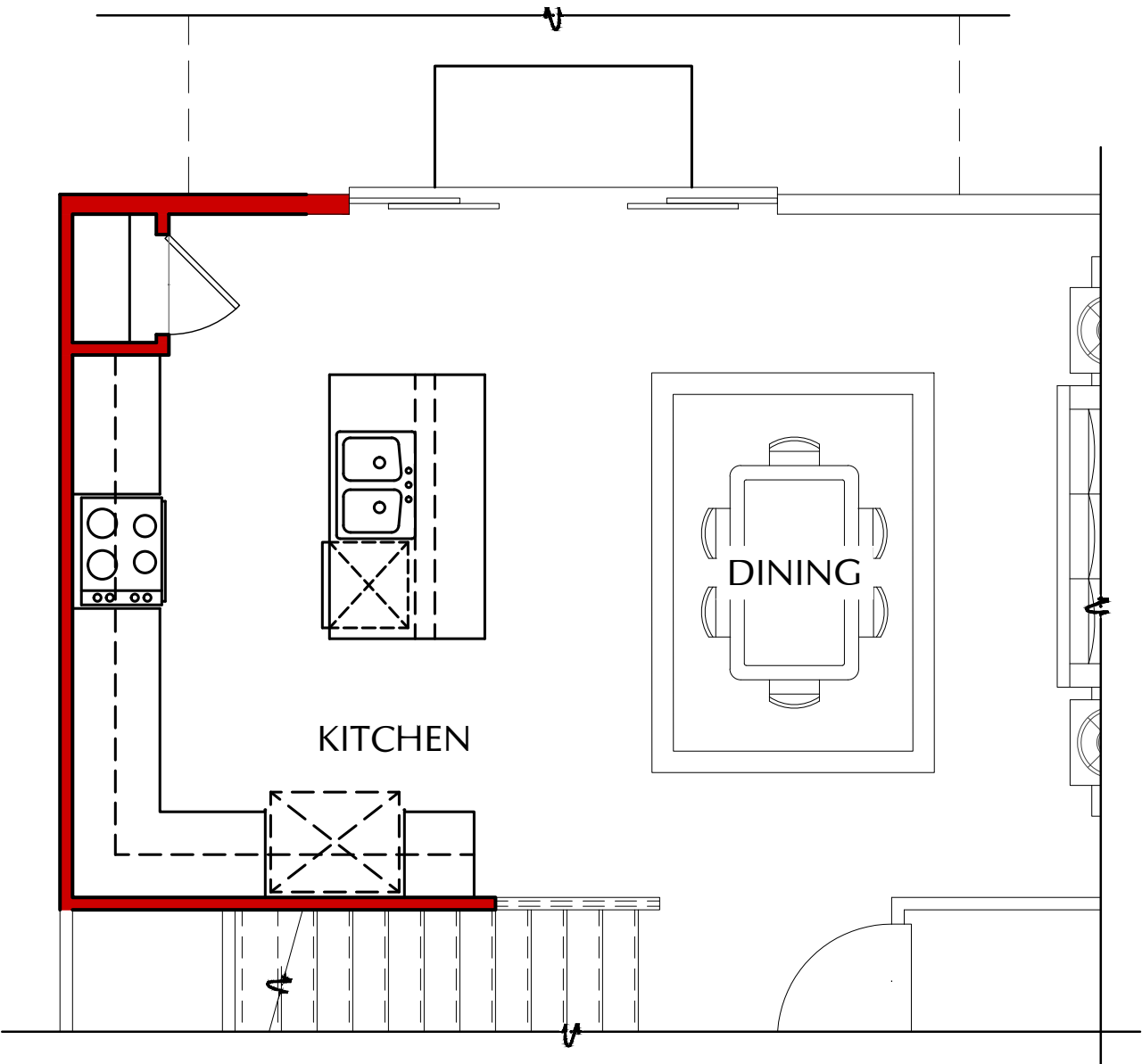
OPT. COVERED PATIO PLAN N923
SCALE: 1/4" = 1'-0"



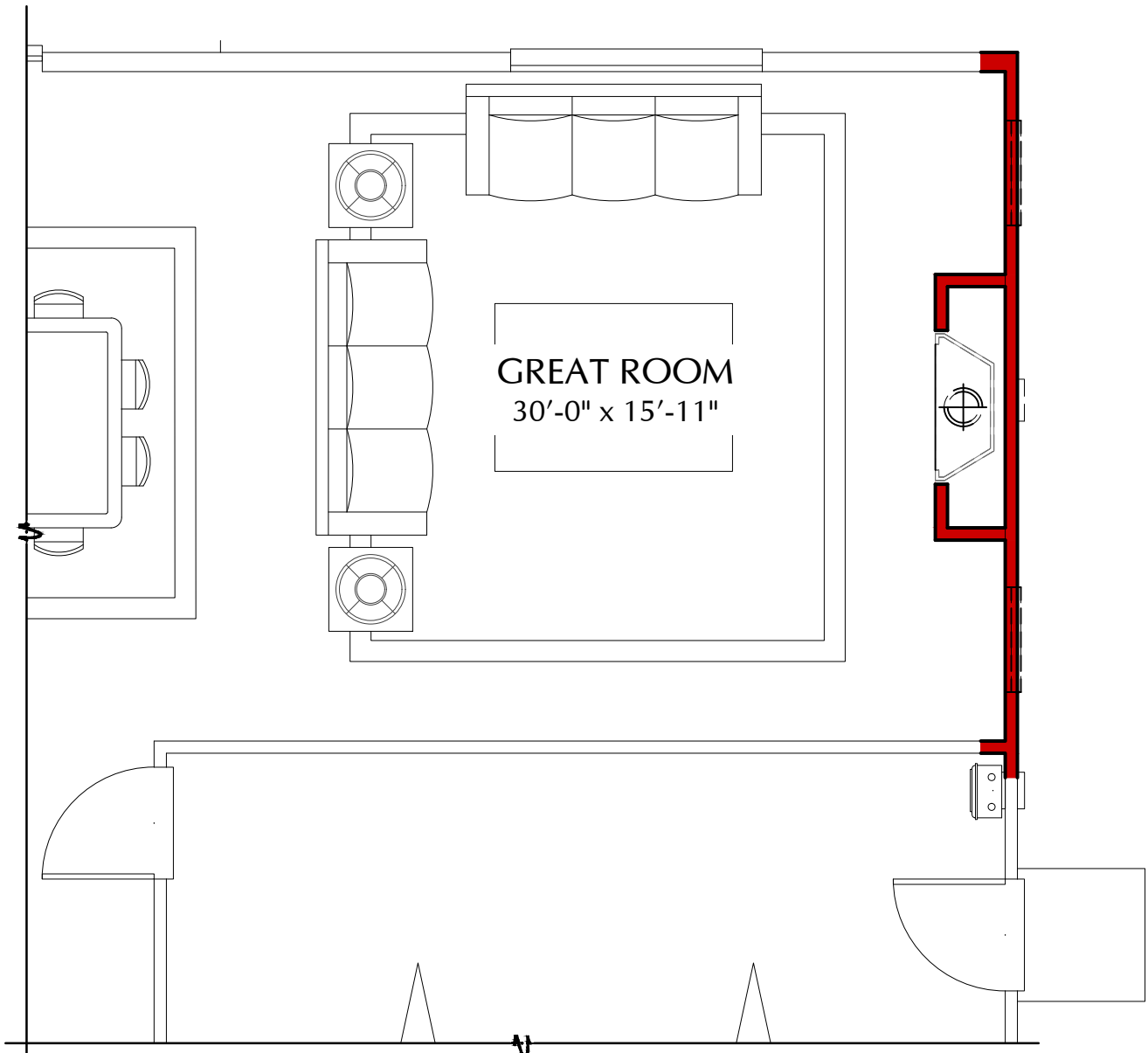
OPT. BEDROOM 4 PLAN N923
IN LIEU OF LOFT
SCALE: 1/4" = 1'-0"



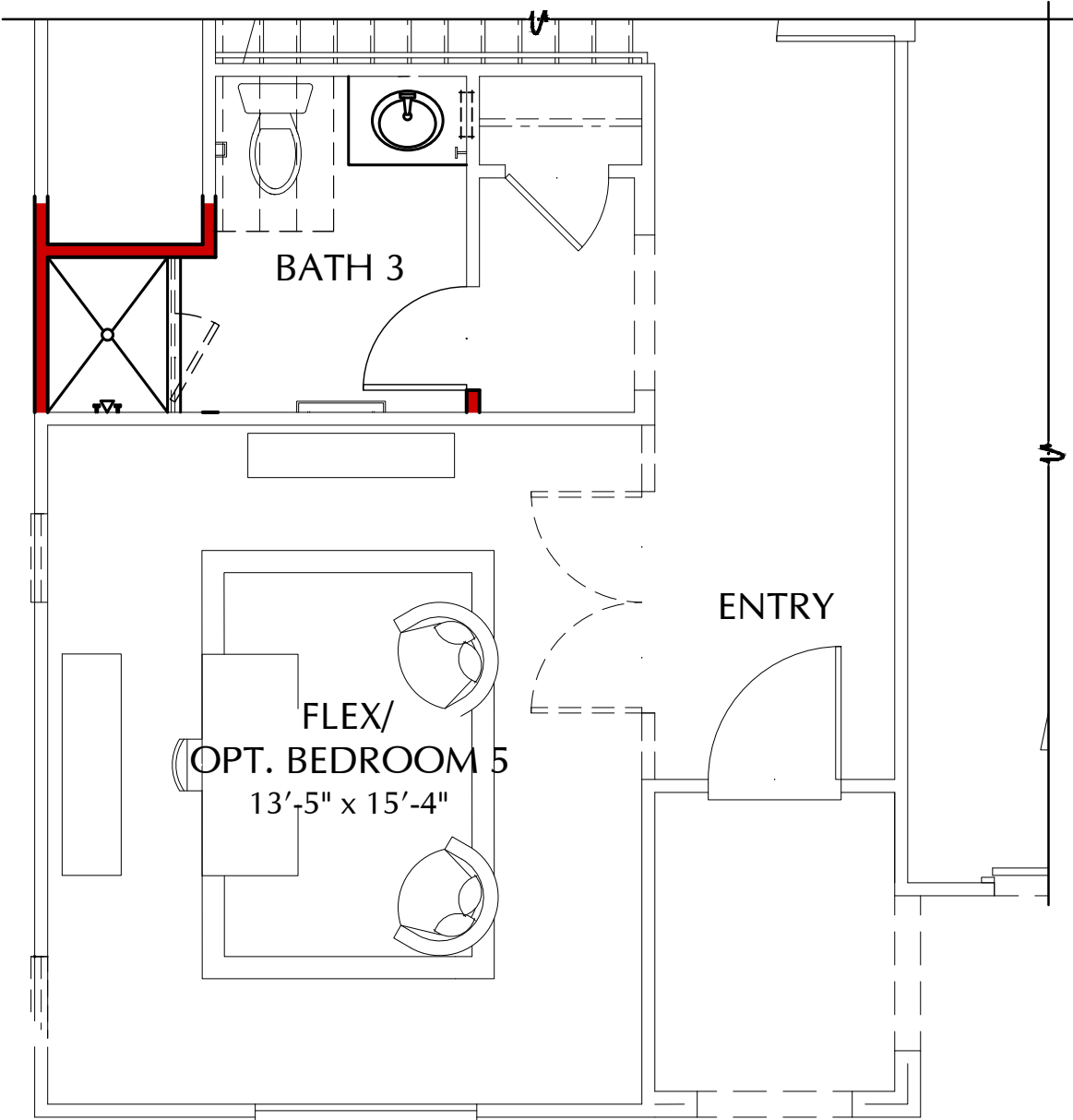
OPT. BEDROOM 5/ BATH 3 PLAN N923
IN LIEU OF FLEX
SCALE: 1/4" = 1'-0"



OPT. ALT KITCHEN PLAN N923
SCALE: 1/4" = 1'-0"



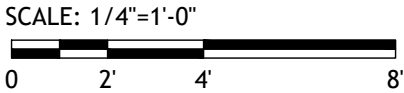
OPT. FIREPLACE PLAN N923
SCALE: 1/4" = 1'-0"



OPT. BATH 3 PLAN N923
IN LIEU OF FLEX
SCALE: 1/4" = 1'-0"

FLOOR PLAN OPTIONS

N923 TOURMALINE



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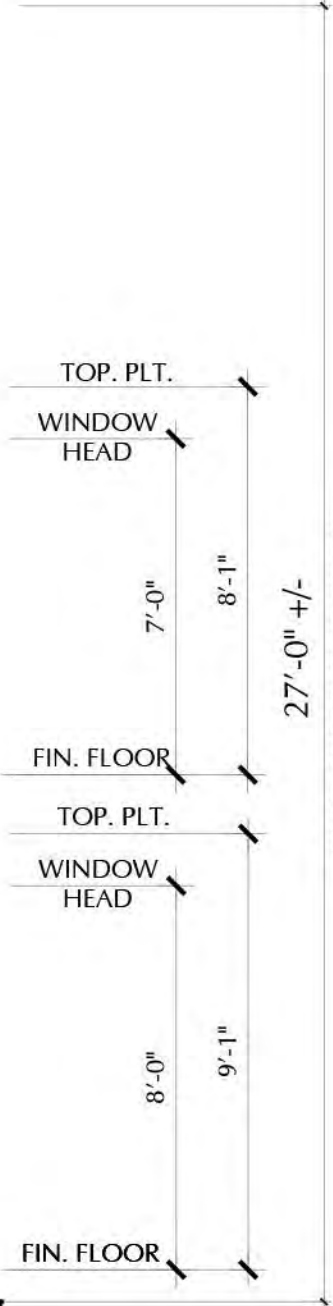
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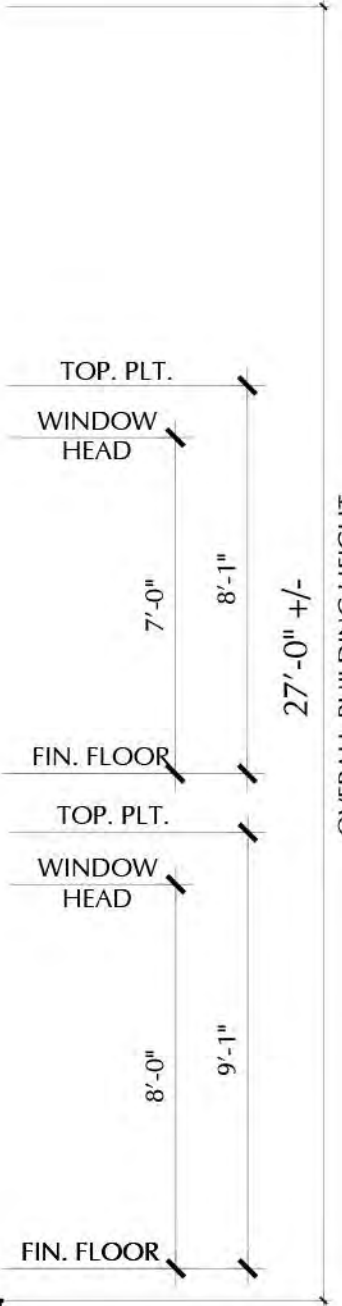
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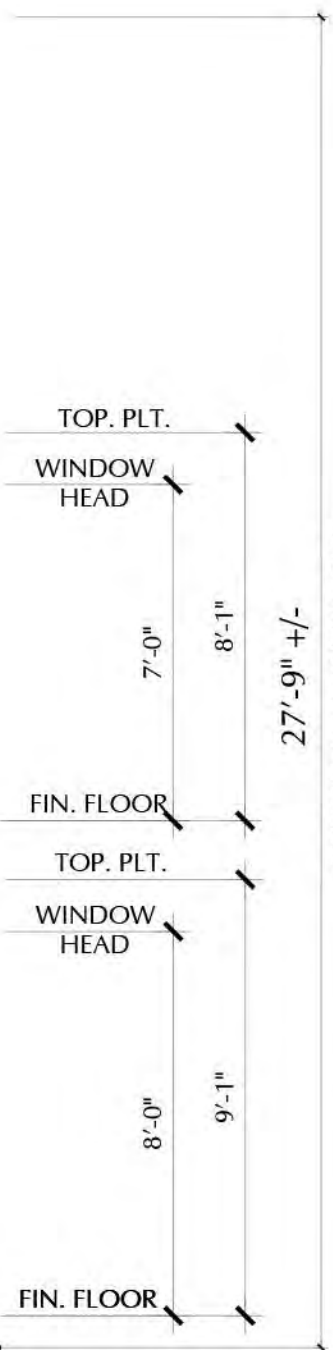
FARMHOUSE-A



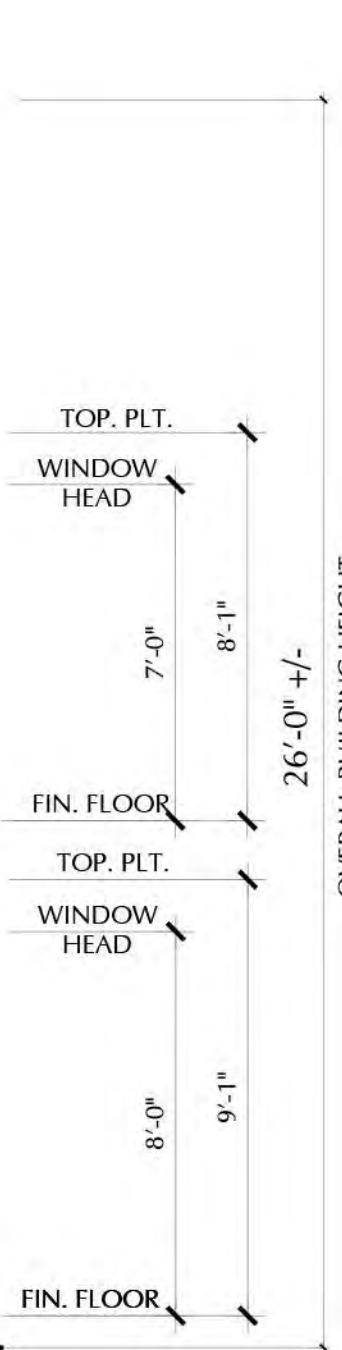
CRAFTSMAN - B



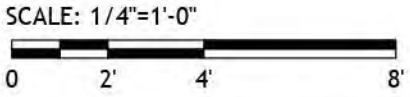
WINE COUNTRY - C



PRAIRIE- D



N923 - TOURMALINE
FRONT ELEVATIONS



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SEASONS AT MONTELENA
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FRONT ELEVATION - FARMHOUSE



REAR ELEVATION - FARMHOUSE

N923 - TOURMALINE
FRONT & REAR ELEVATIONS A

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RANCHO CORDOVA, CALIFORNIA

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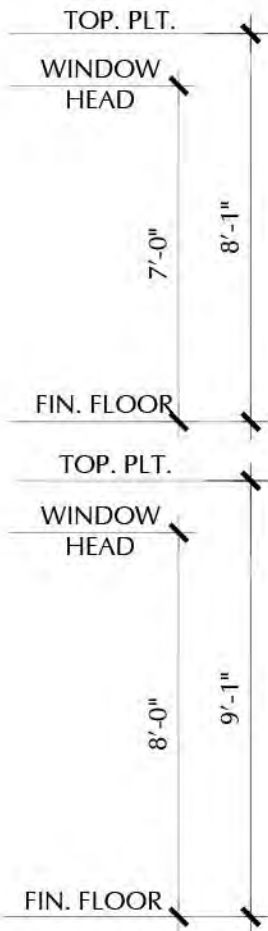
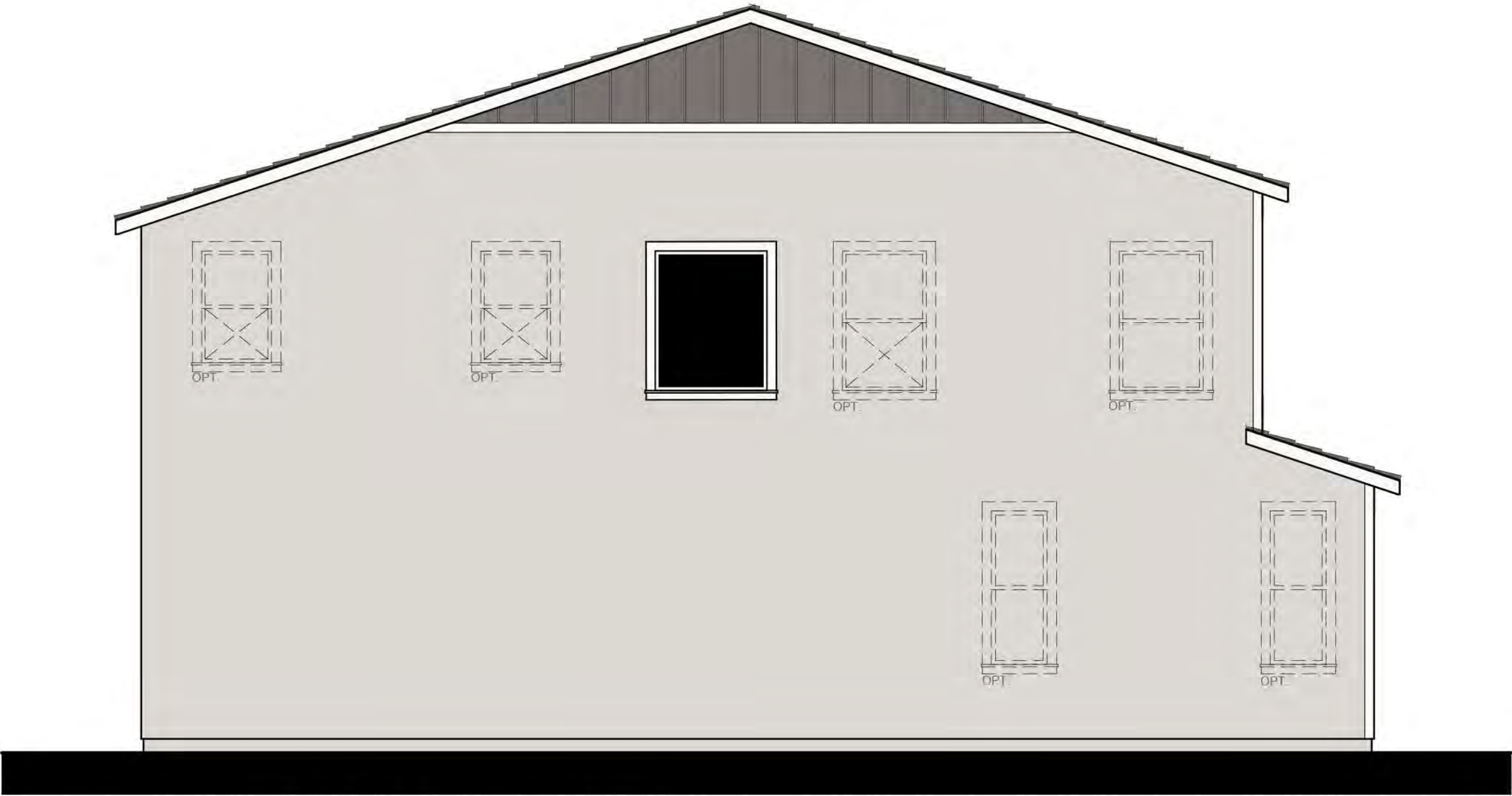
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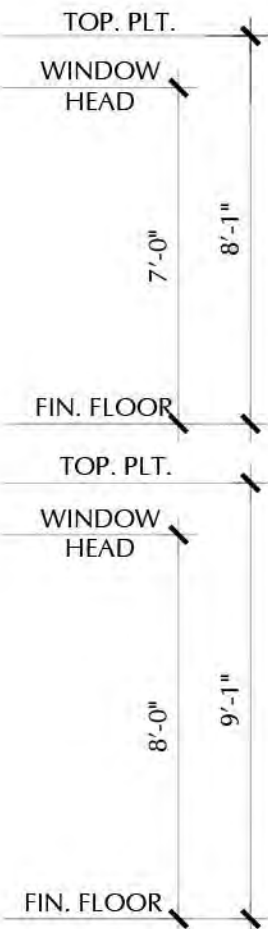
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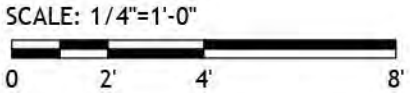


LEFT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N923 - TOURMALINE
SIDE ELEVATIONS A



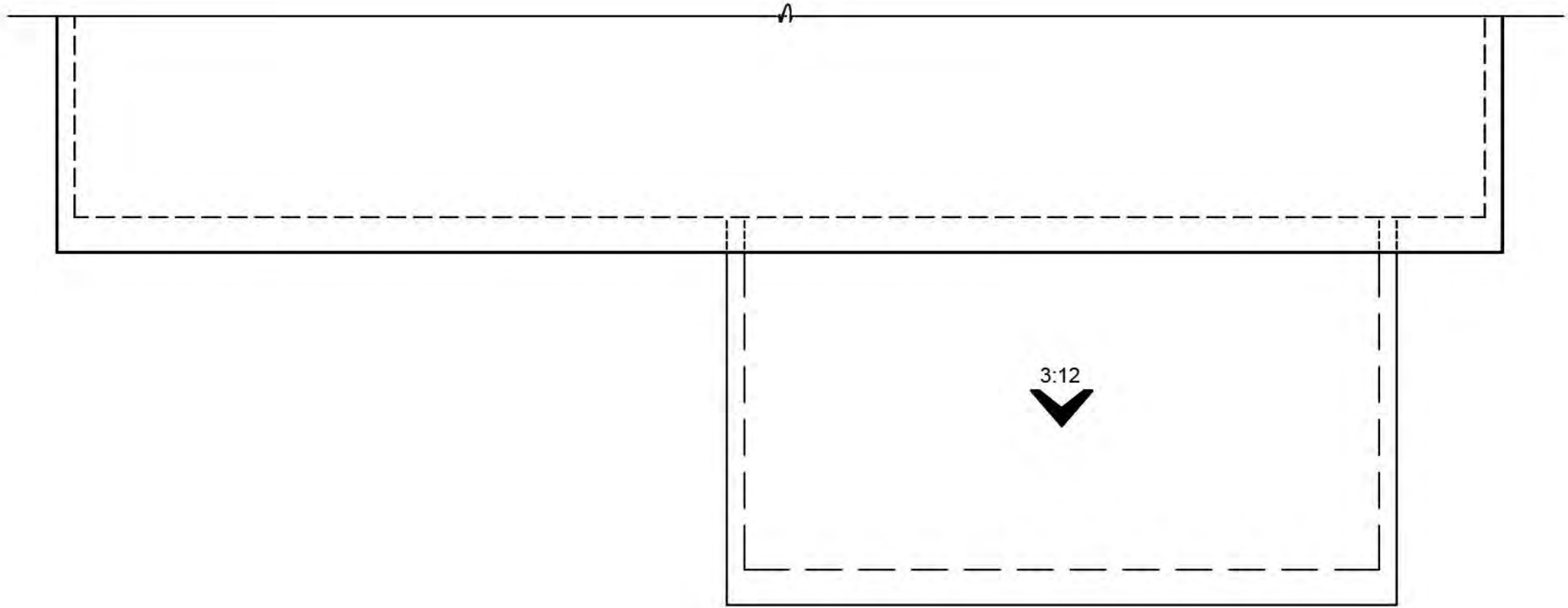
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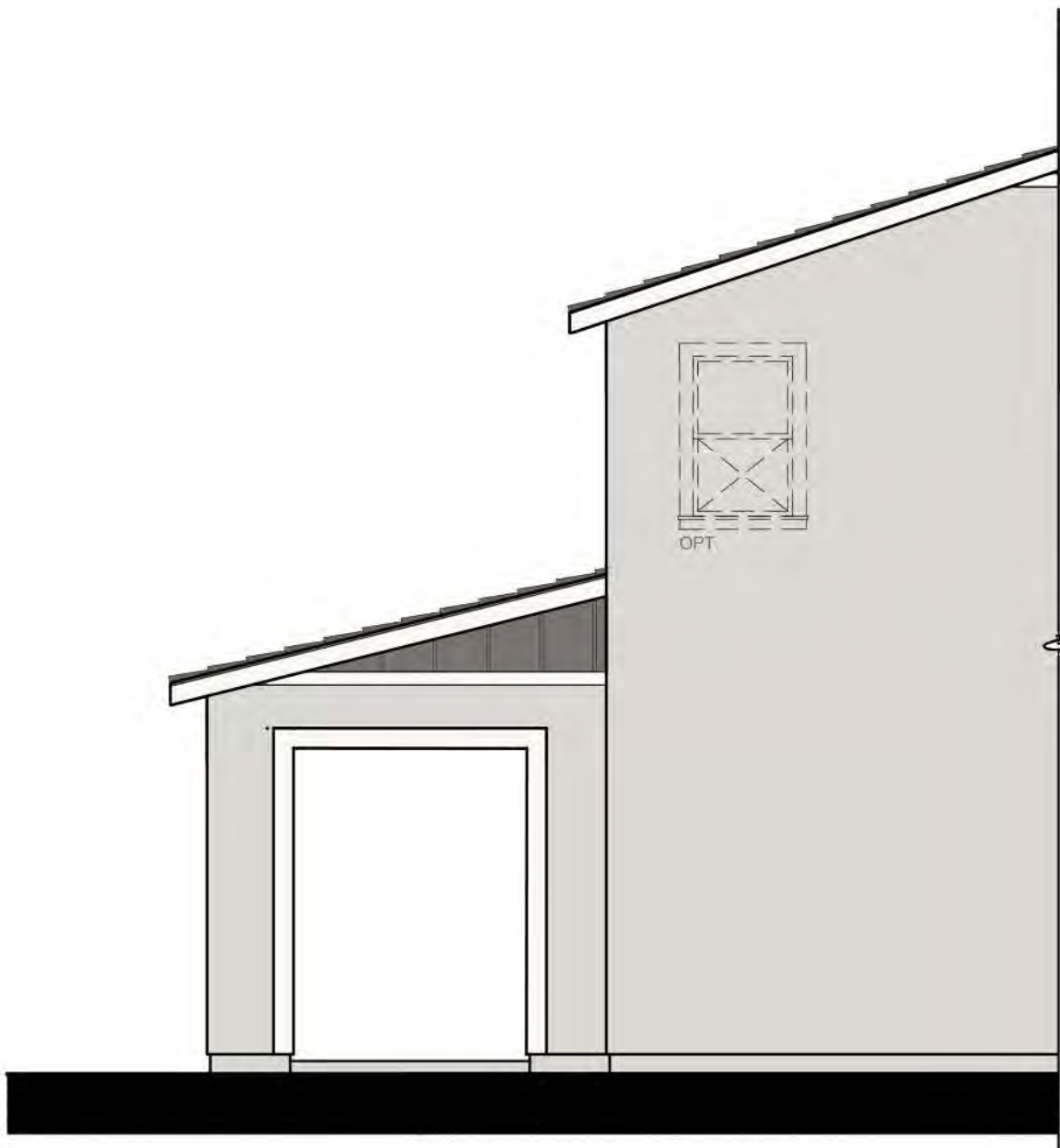
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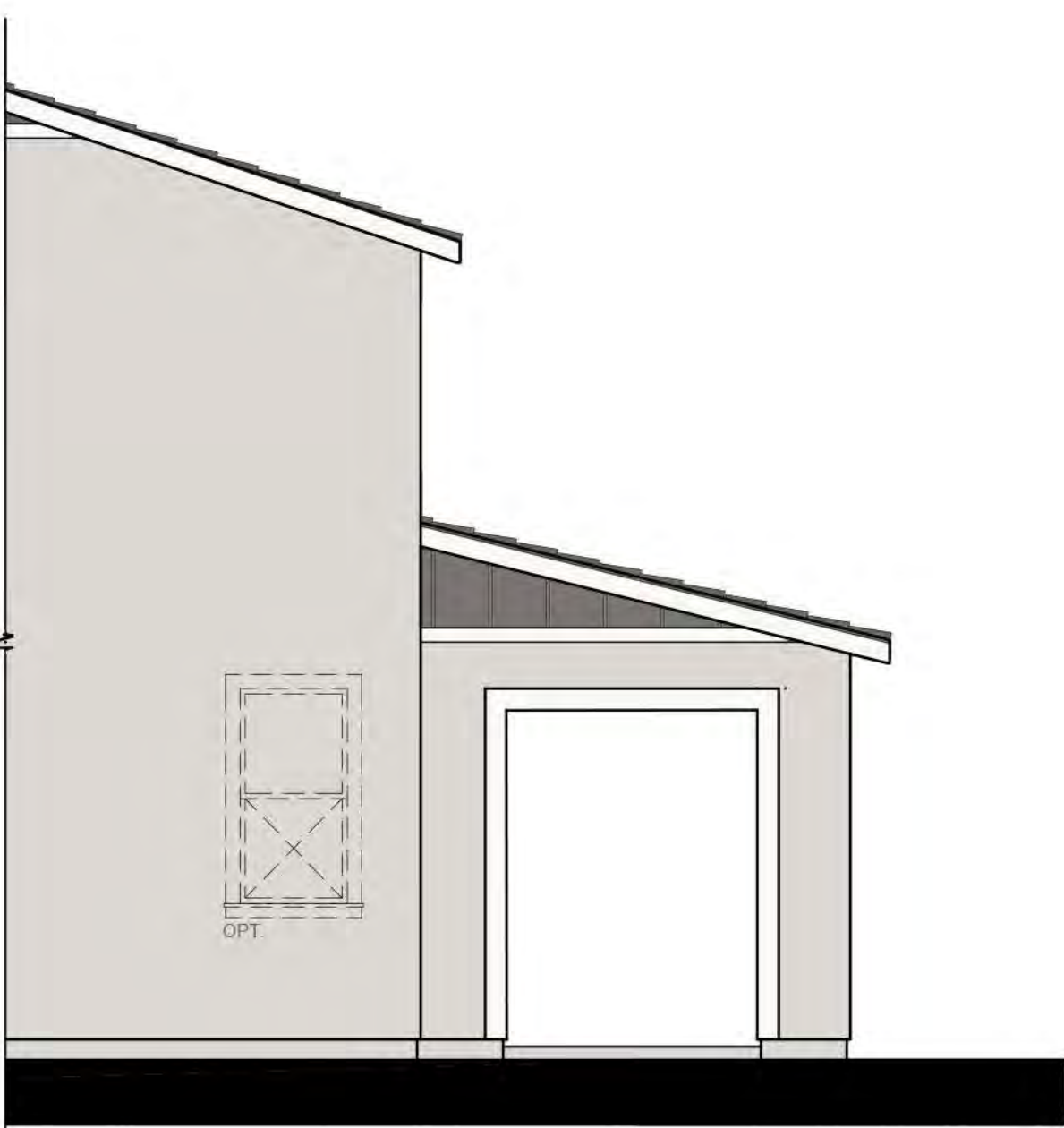
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N923 - TOURMALINE
COVERED PATIO ELEVATIONS A - FARMHOUSE -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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A FRONT ELEVATION - CRAFTSMAN

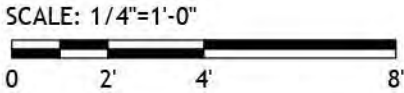


A REAR ELEVATION - CRAFTSMAN

N923 - TOURMALINE
FRONT & REAR ELEVATIONS B

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

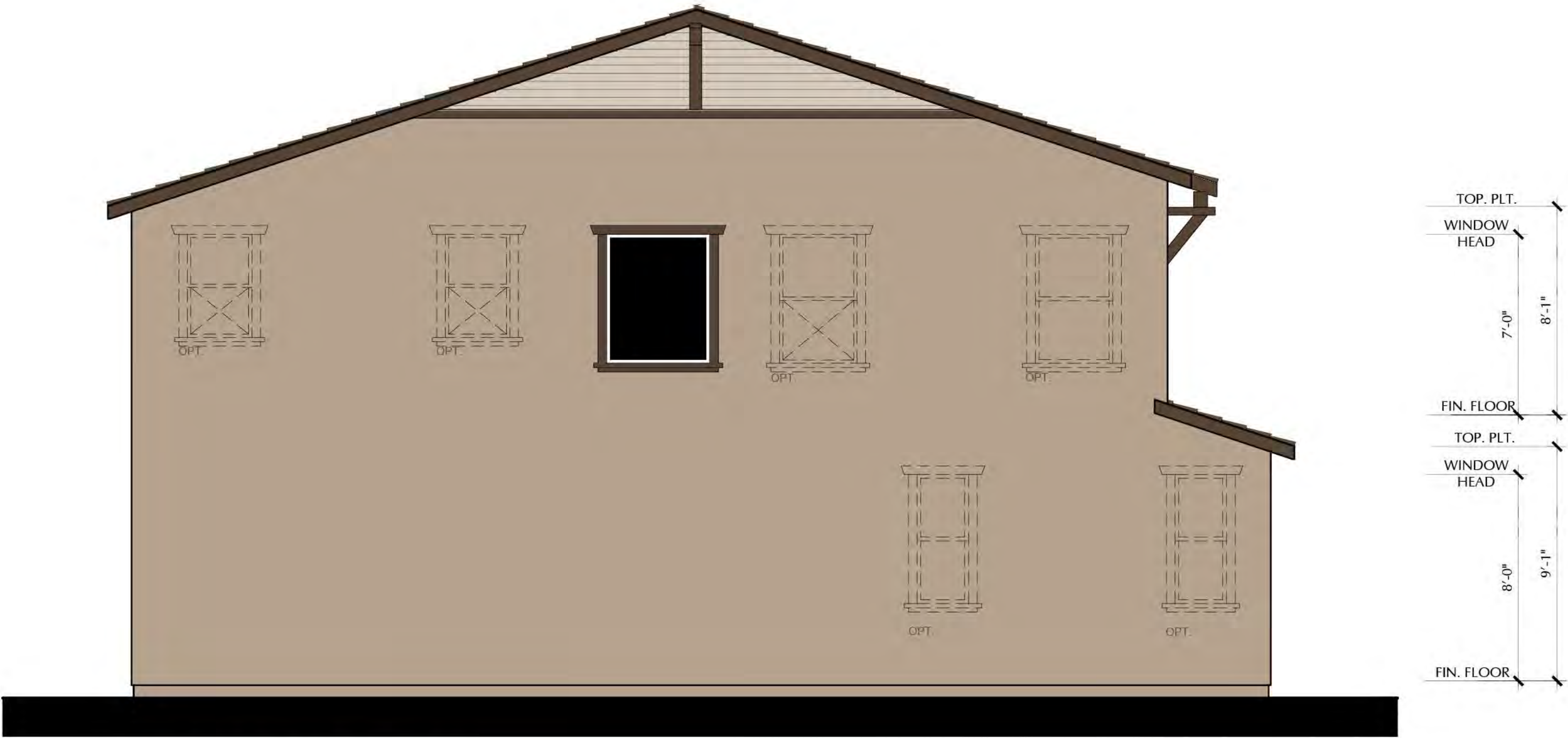
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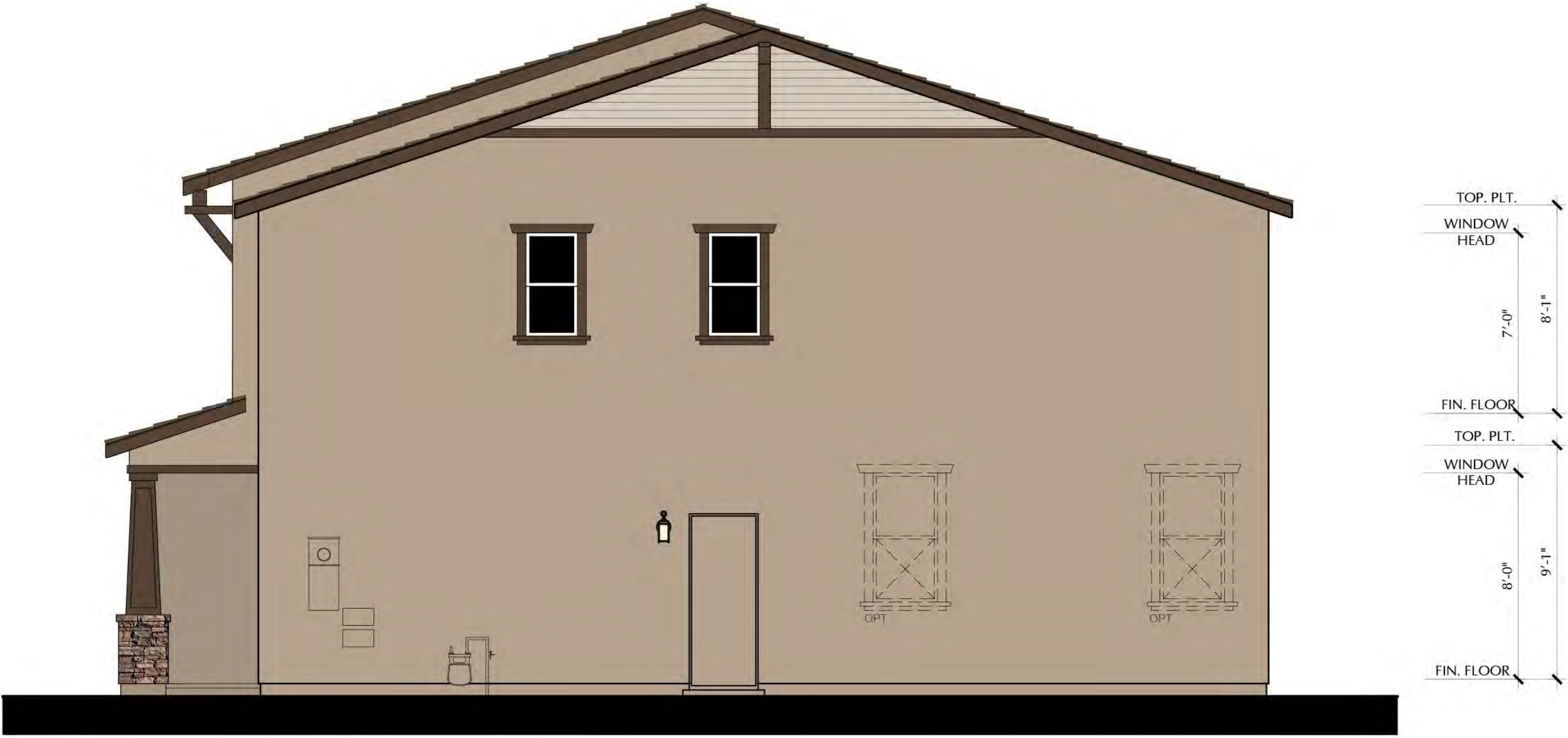
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LEFT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N923 - TOURMALINE
SIDE ELEVATIONS B

SCALE: 1/4"=1'-0"
0 2' 4' 8'



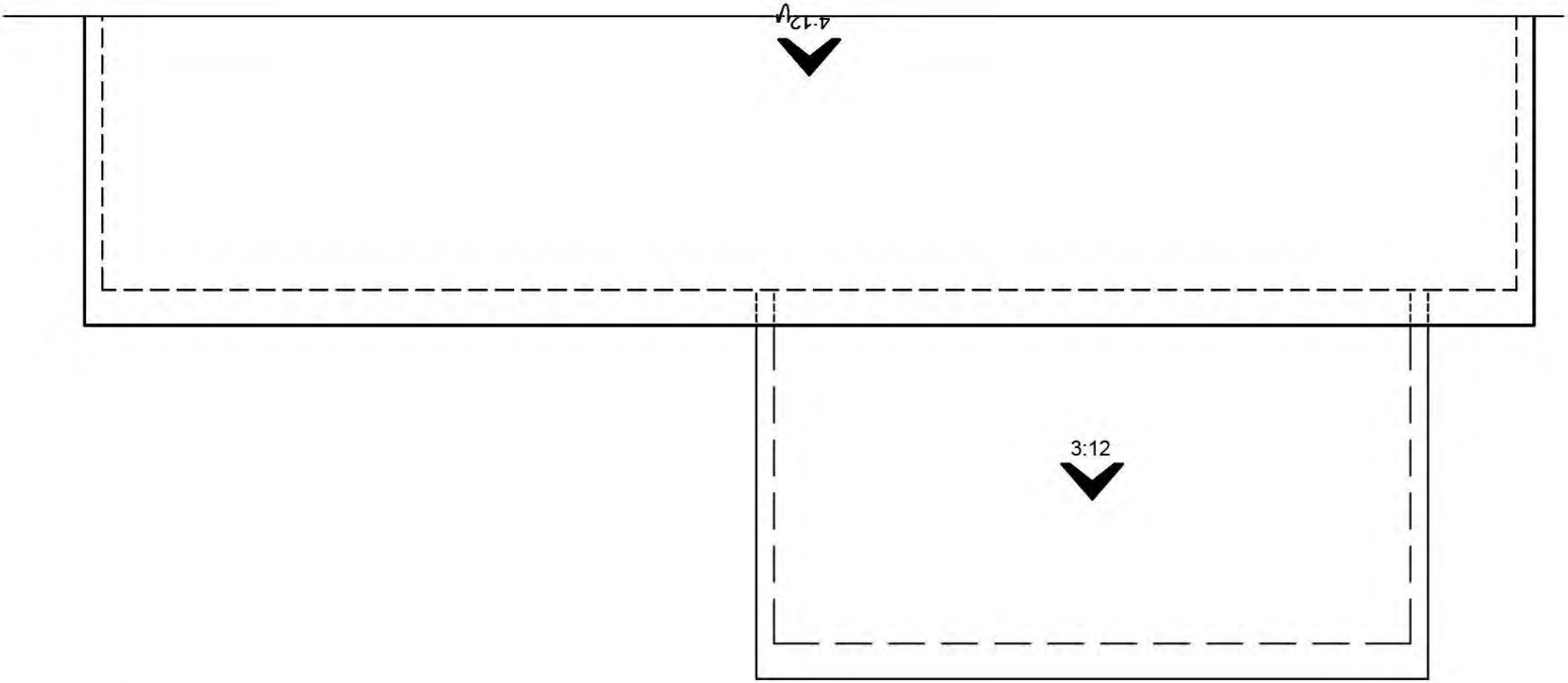
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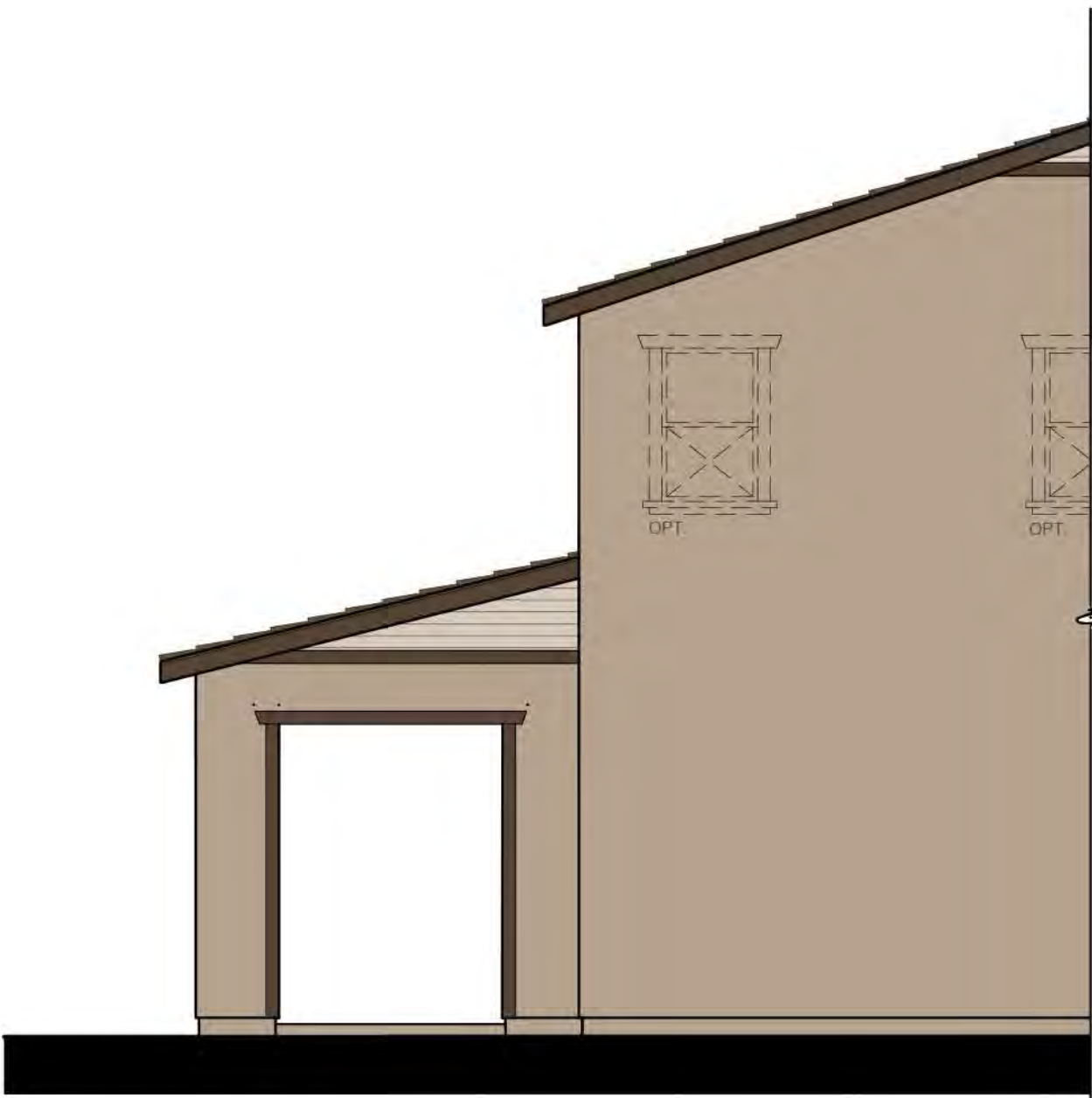
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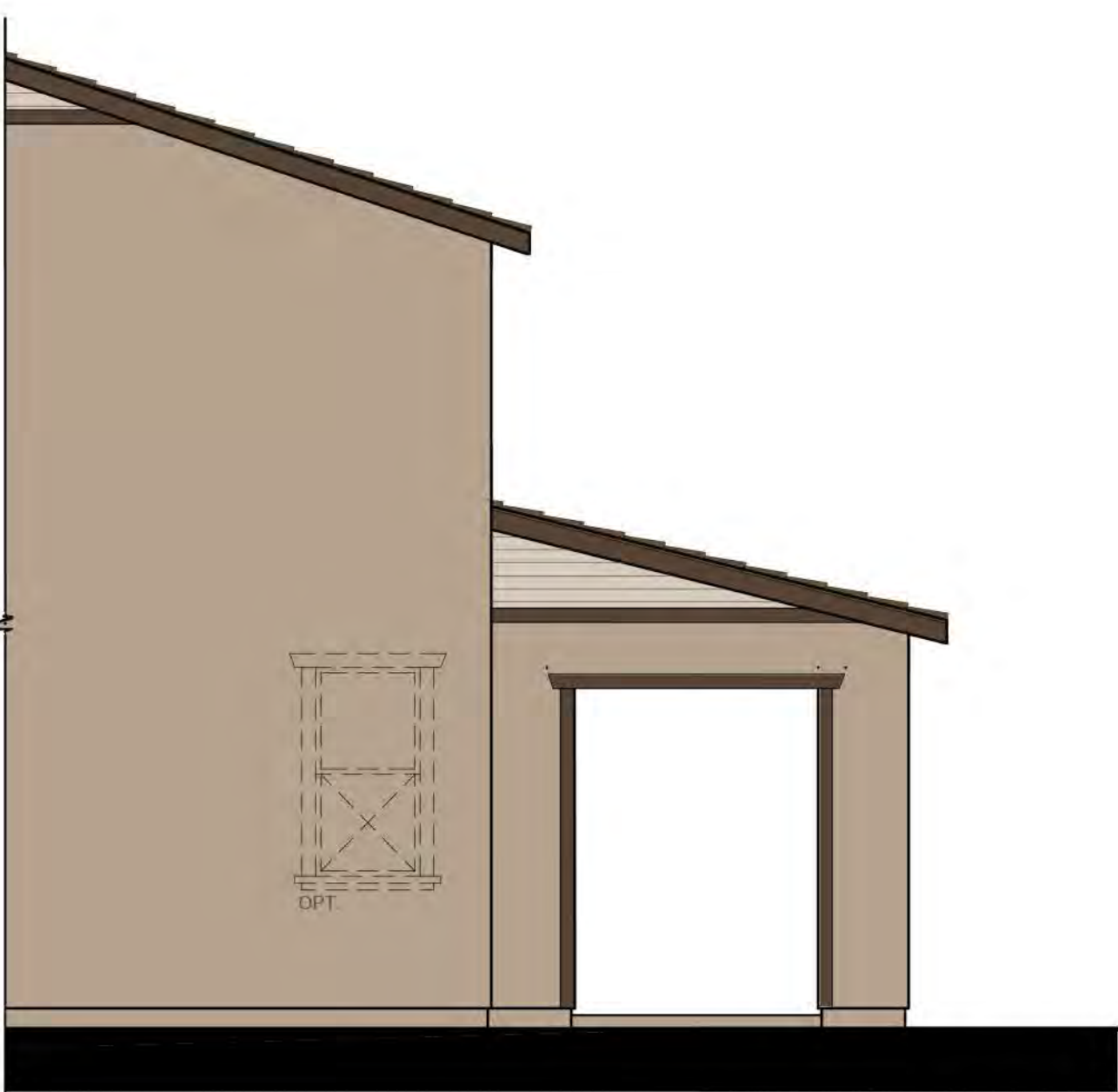
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N923 - TOURMALINE
COVERED PATIO ELEVATIONS B - CRAFTSMAN -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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DATE: NOVEMBER 5TH, 2021

SCALE: 1/4"=1'-0"
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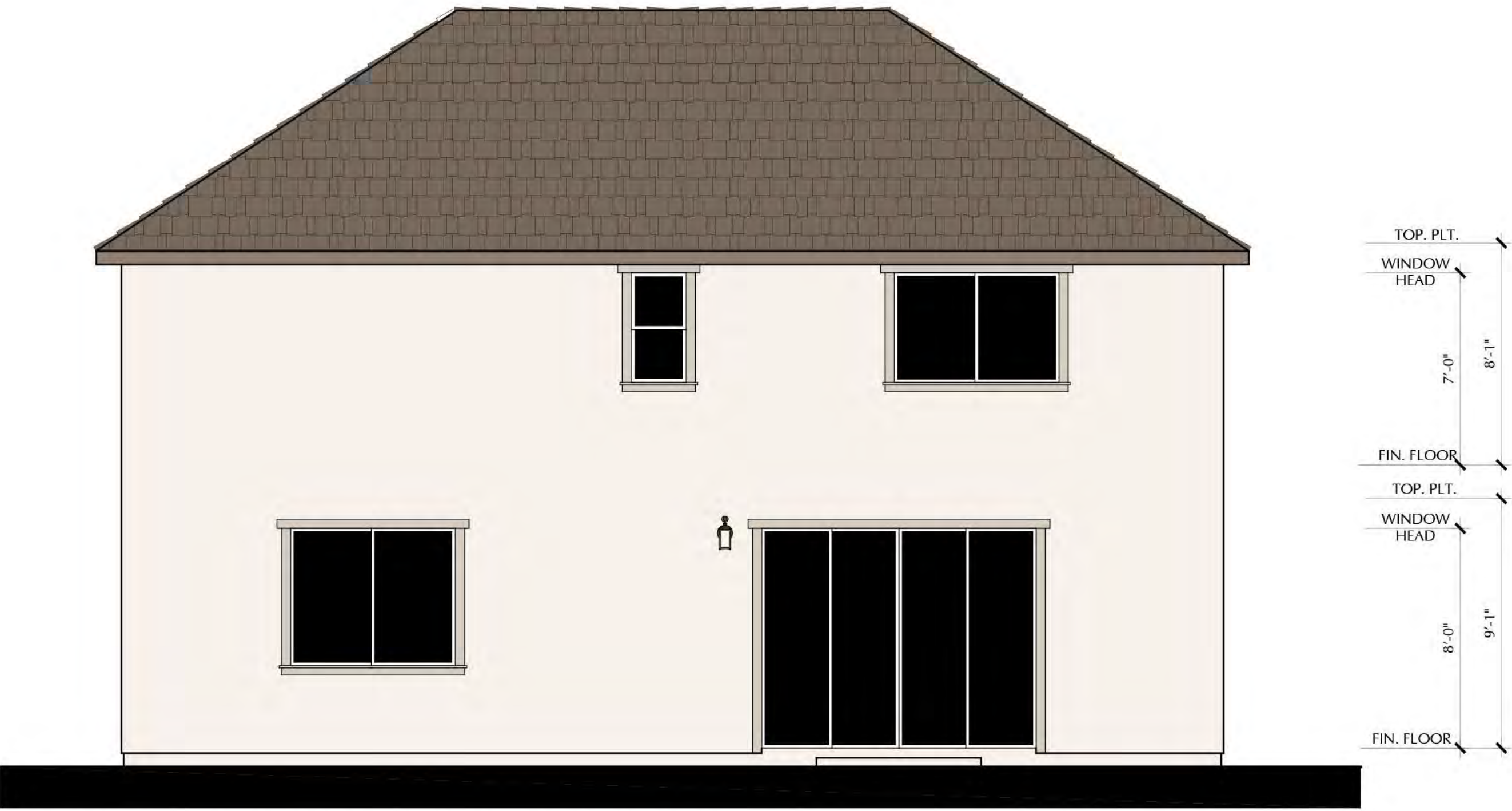
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FRONT ELEVATION - WINE COUNTRY

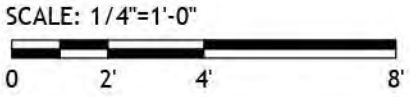


REAR ELEVATION - WINE COUNTRY

N923 - TOURMALINE
FRONT & REAR ELEVATIONS C

SEASONS AT MONTELENA
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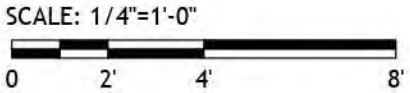


LEFT ELEVATION - WINE COUNTRY



RIGHT ELEVATION - WINE COUNTRY

N923 - TOURMALINE
SIDE ELEVATIONS C



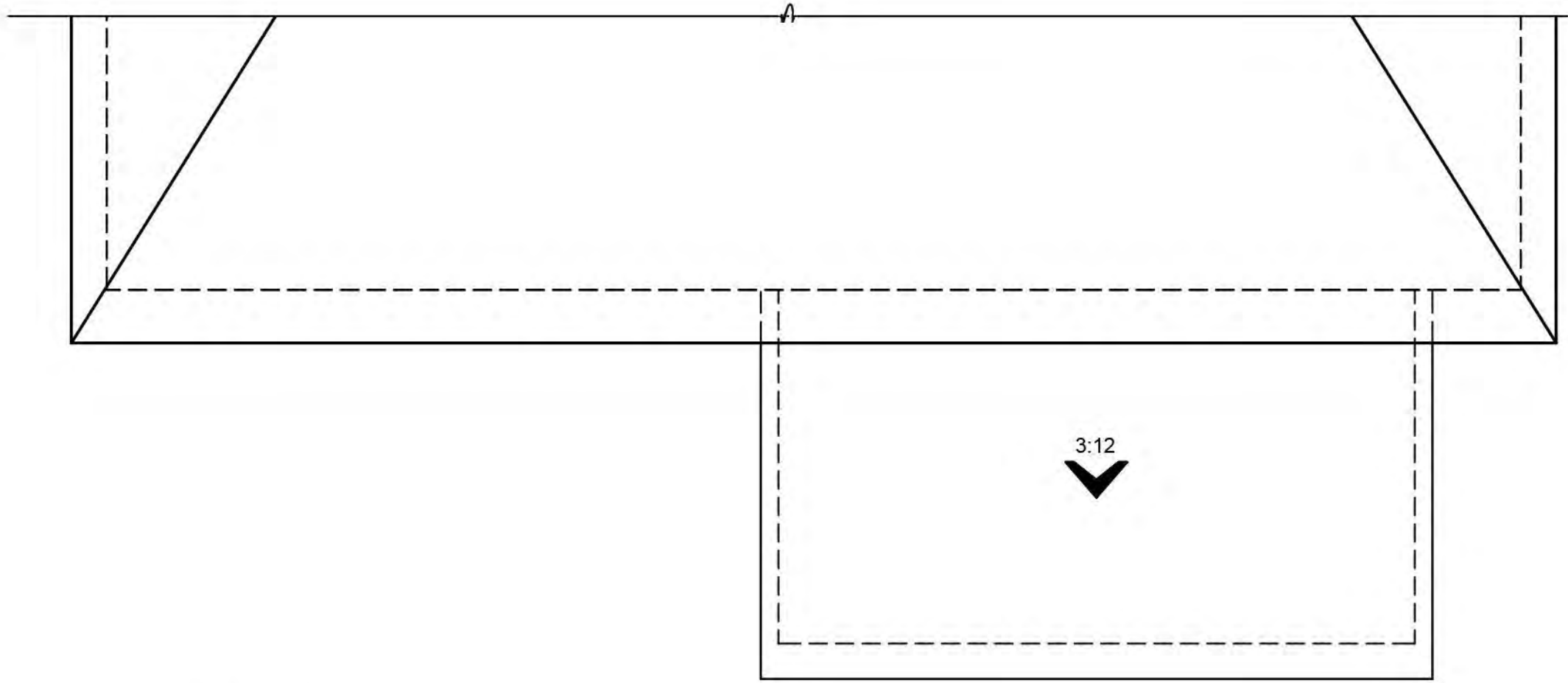
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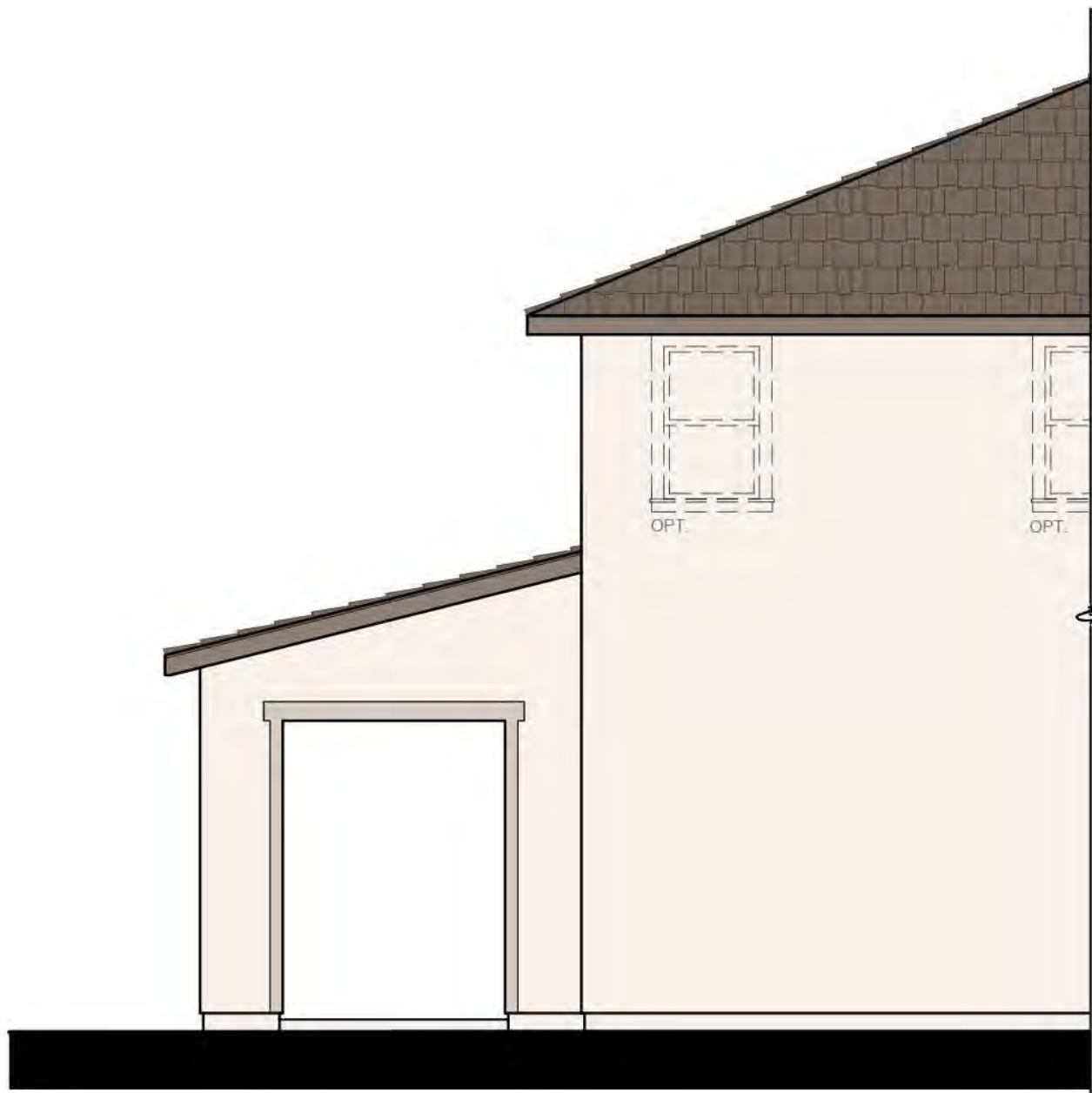
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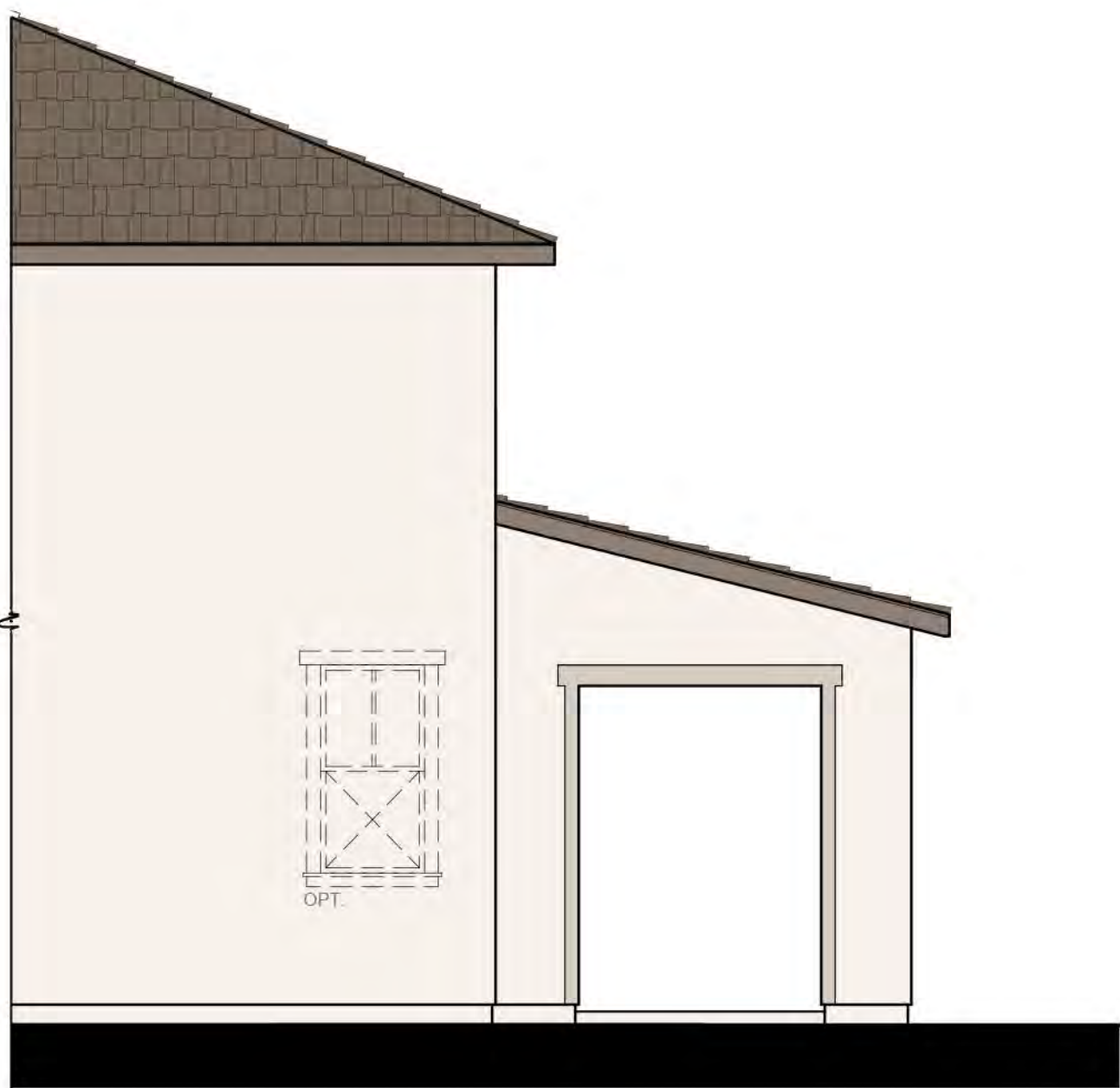
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N923 - TOURMALINE
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

SEASONS AT MONTELENA
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SCALE: 1/4"=1'-0"
0 2' 4' 8'



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FRONT ELEVATION - PRAIRIE



REAR ELEVATION - PRAIRIE

N923 - TOURMALINE
FRONT & REAR ELEVATIONS D

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SCALE: 1/4"=1'-0"
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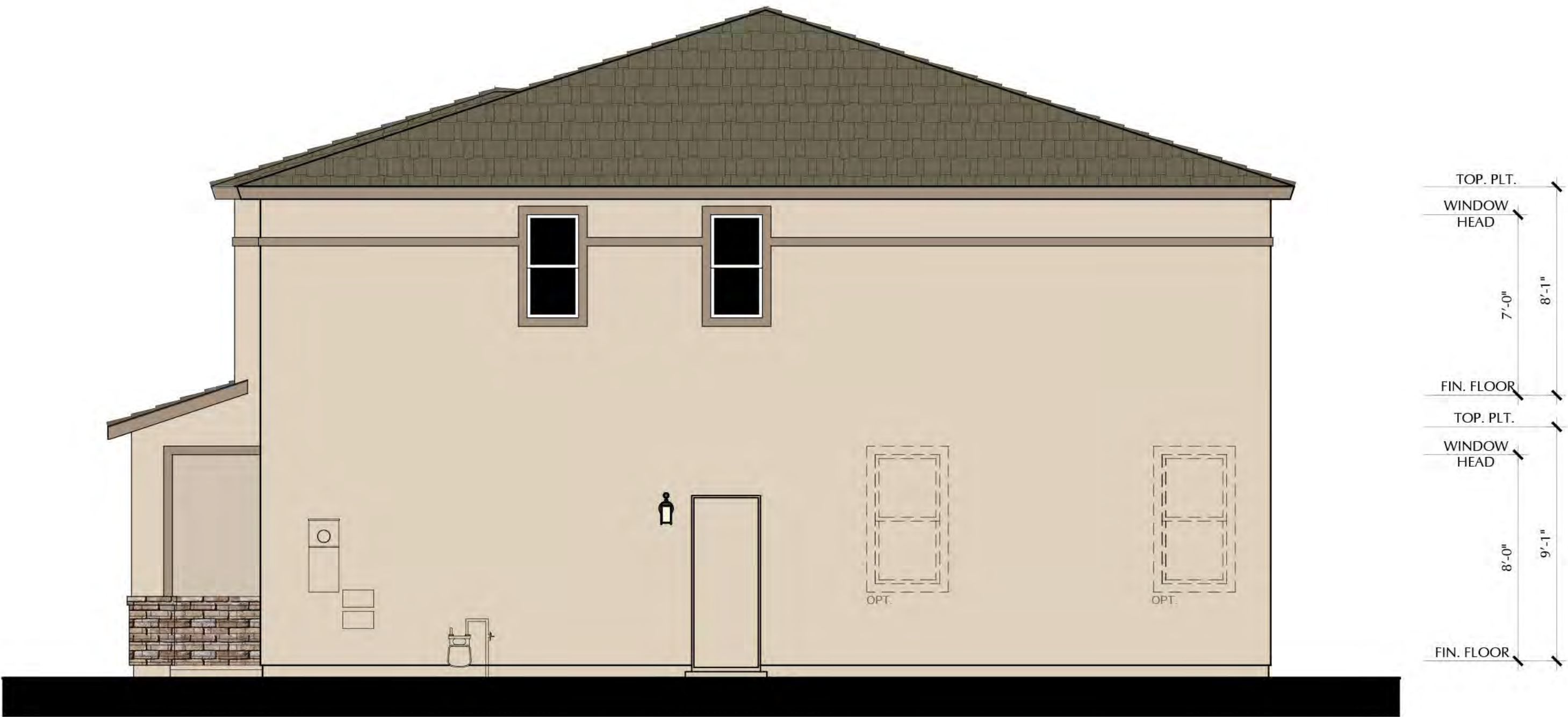
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LEFT ELEVATION - PRAIRIE



RIGHT ELEVATION - PRAIRIE

N923 - TOURMALINE
SIDE ELEVATIONS D

SCALE: 1/4"=1'-0"
0 2' 4' 8'



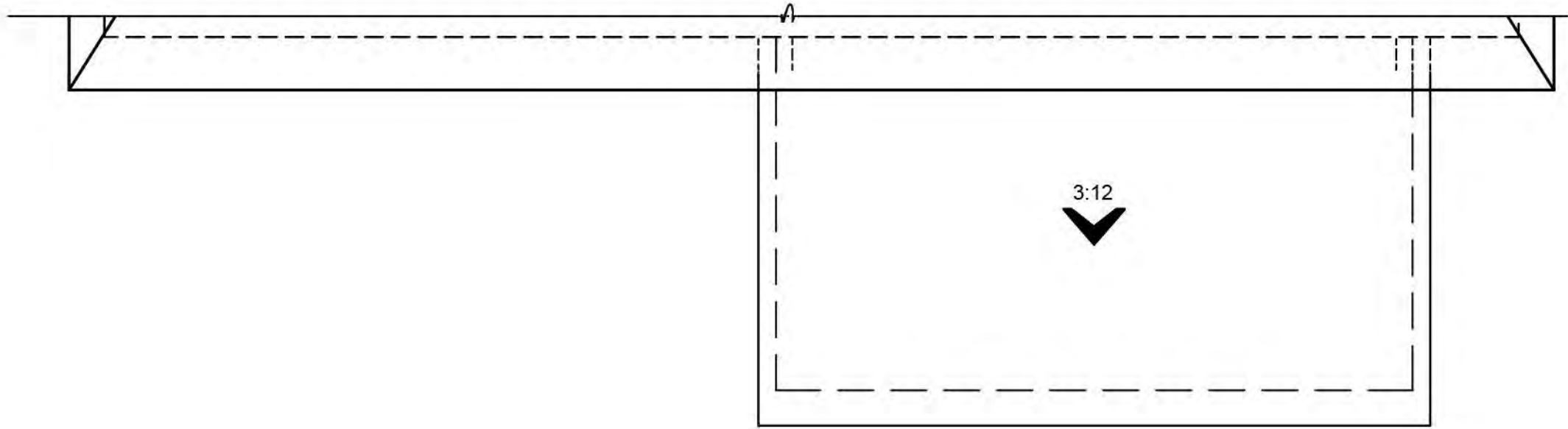
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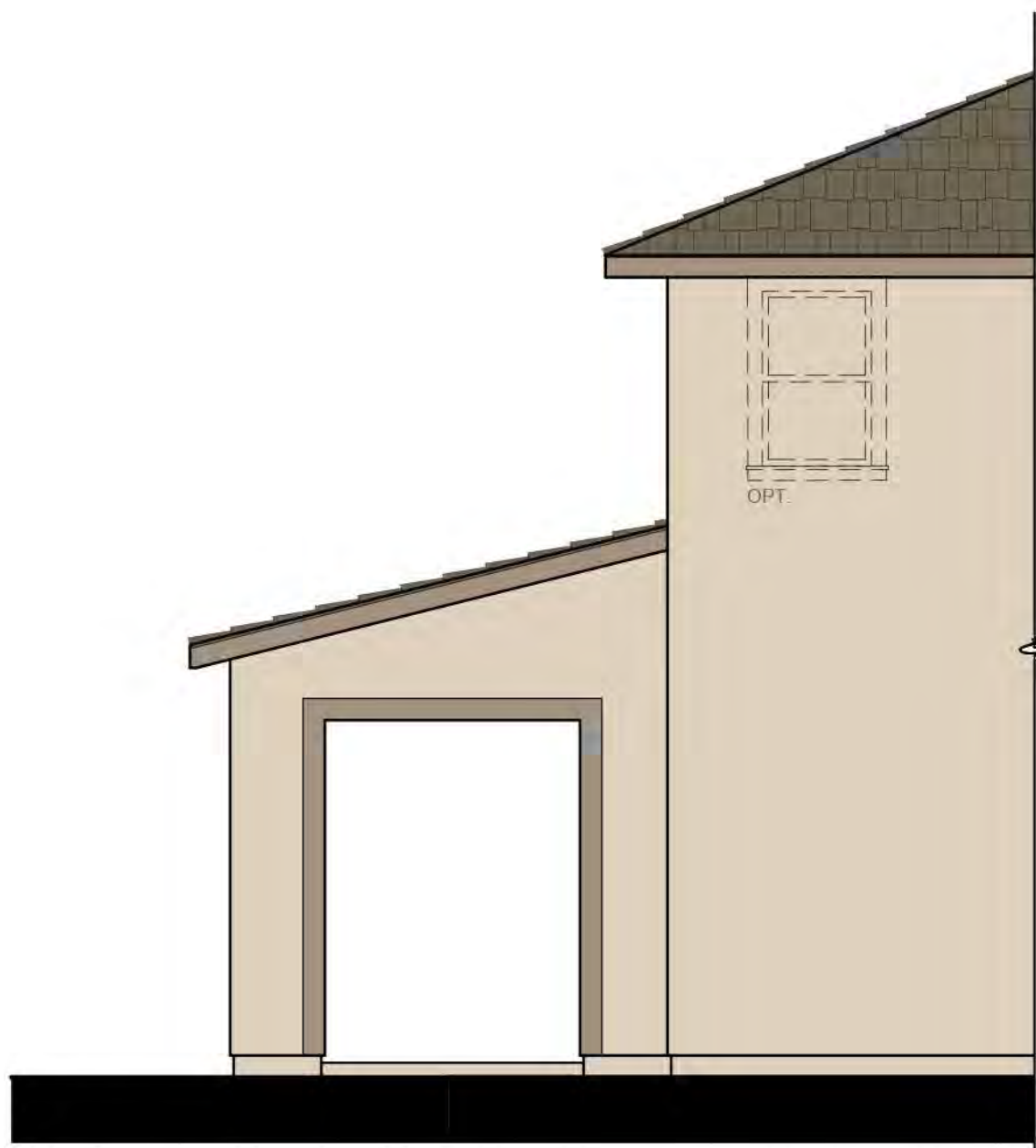
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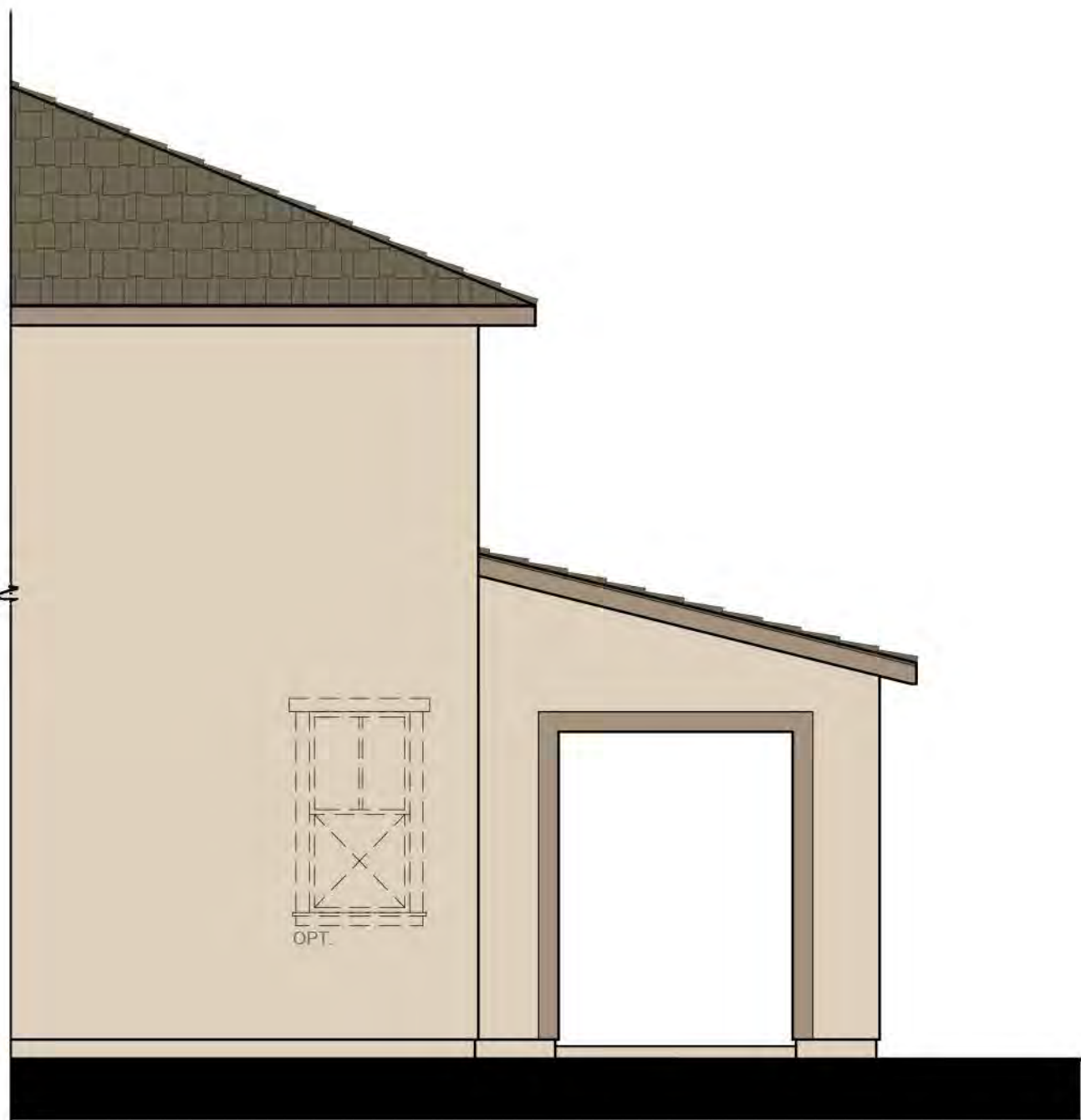
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N923 - TOURMALINE
COVERED PATIO ELEVATIONS D - PRAIRIE -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



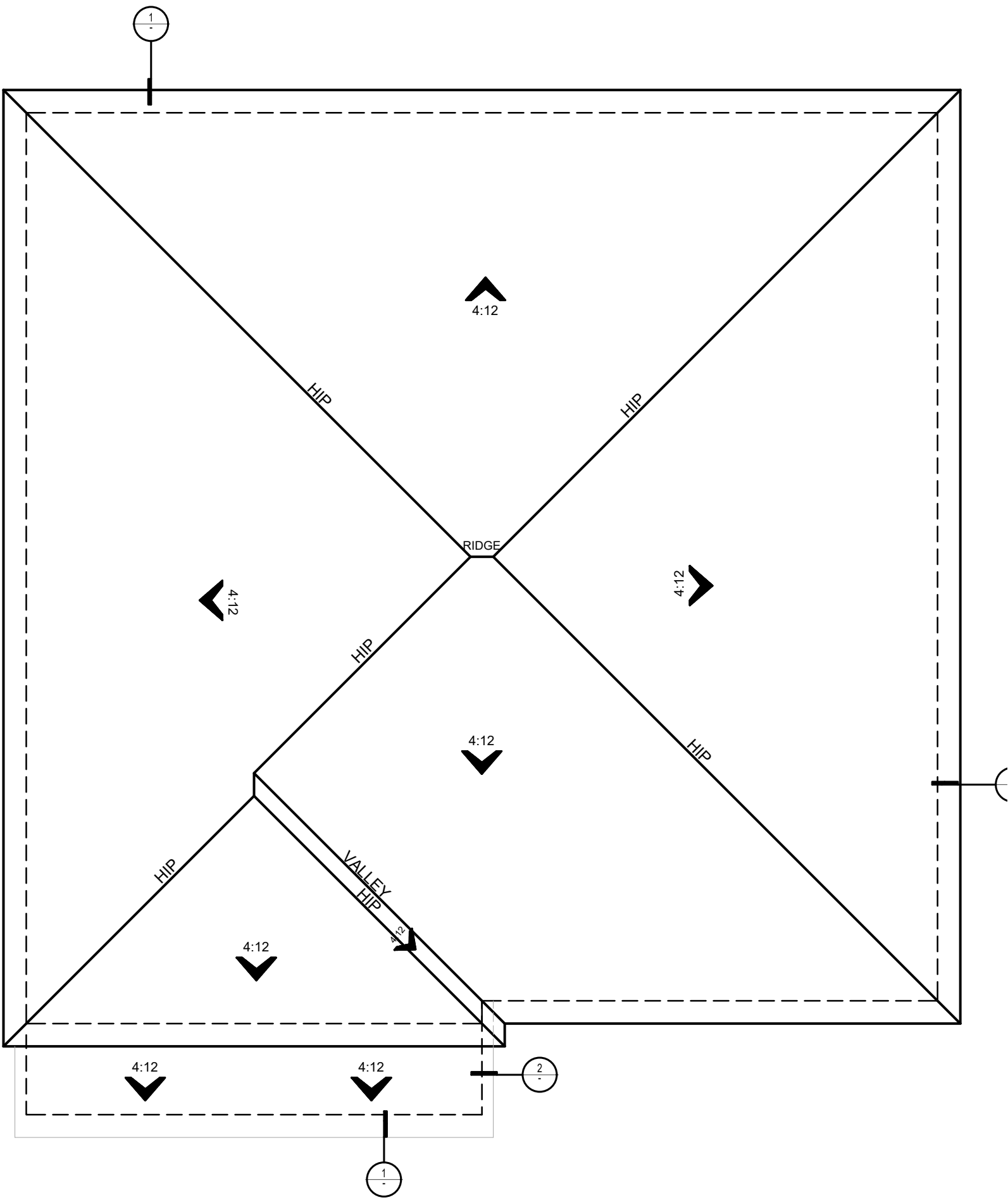
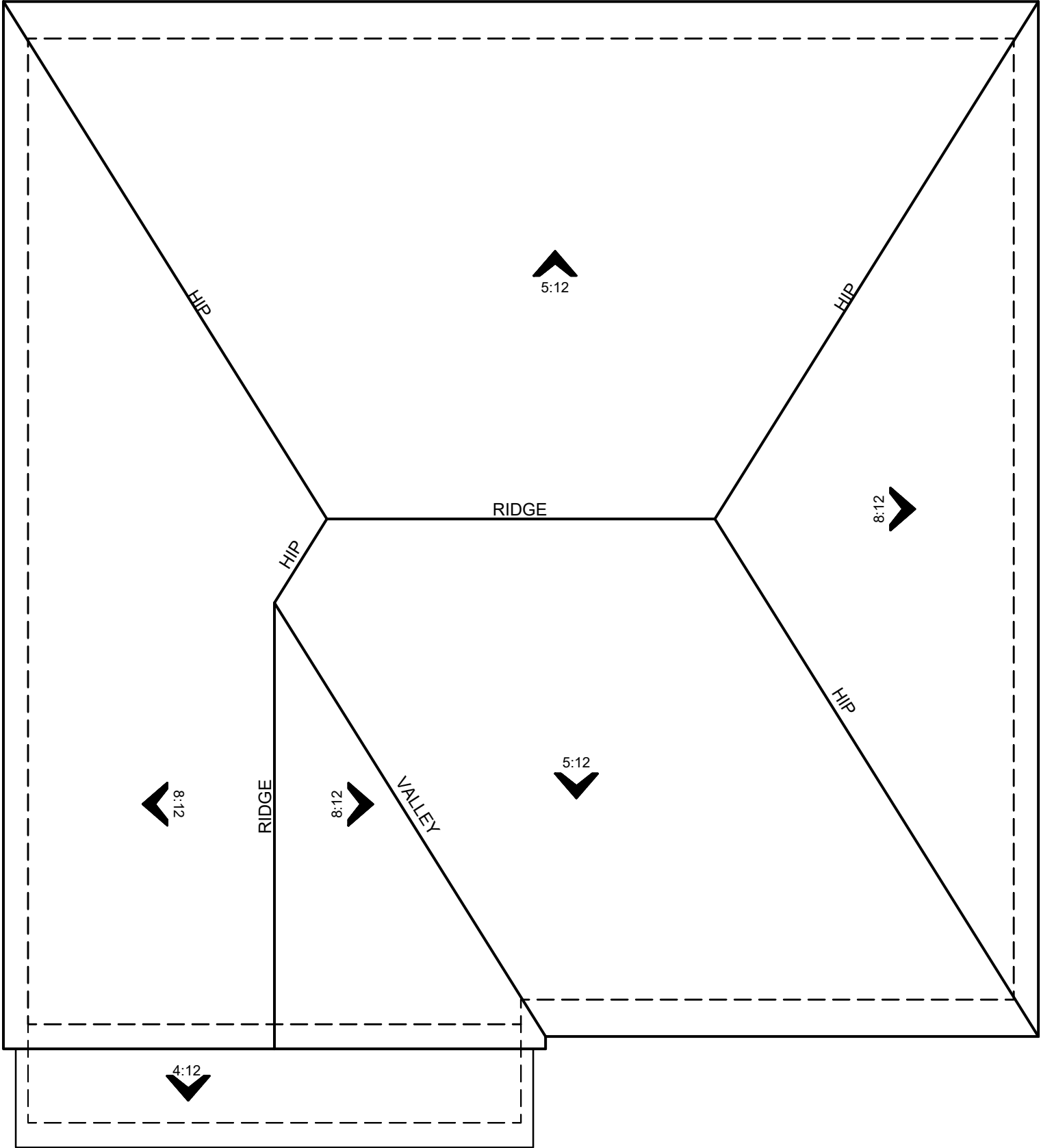
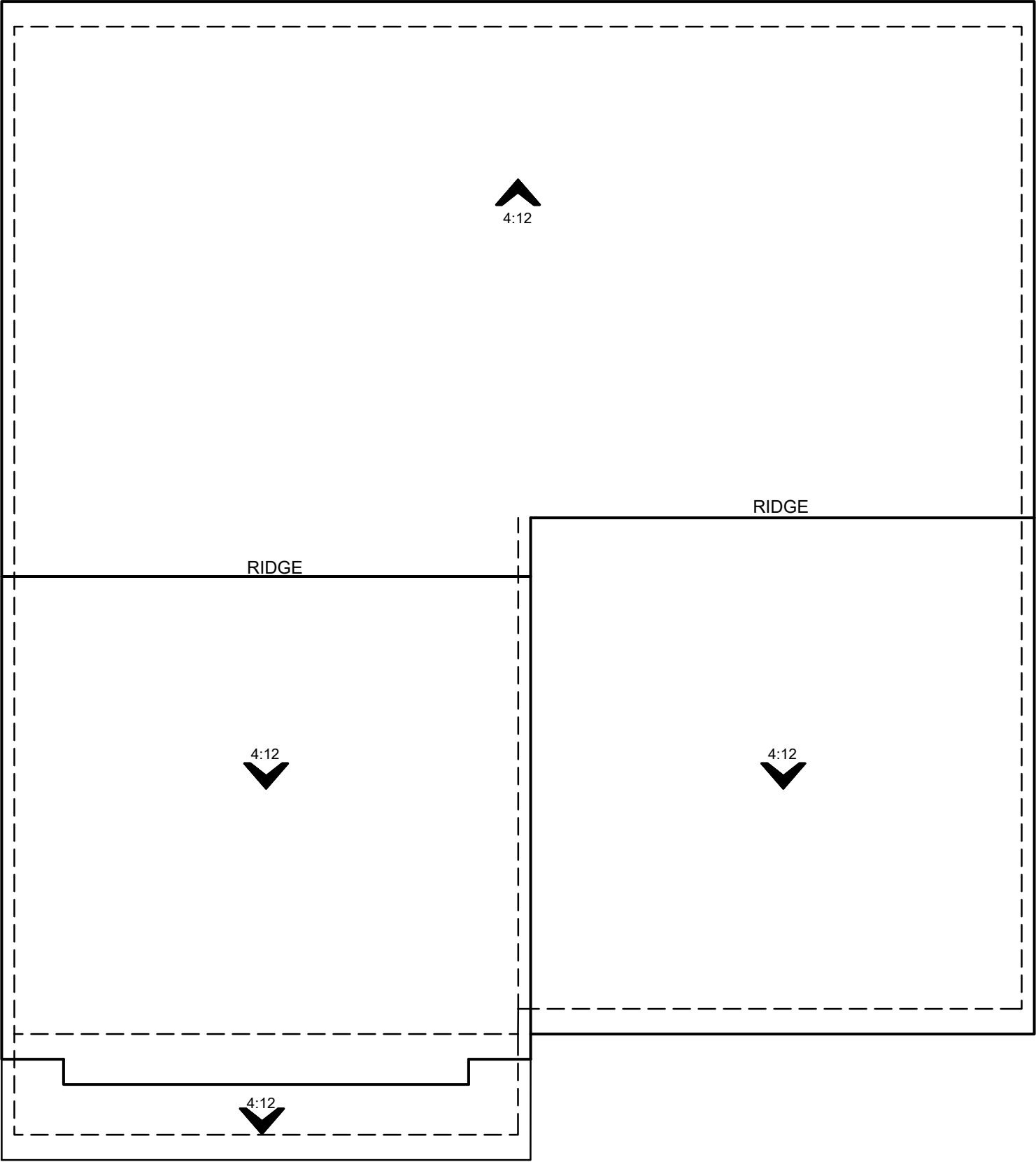
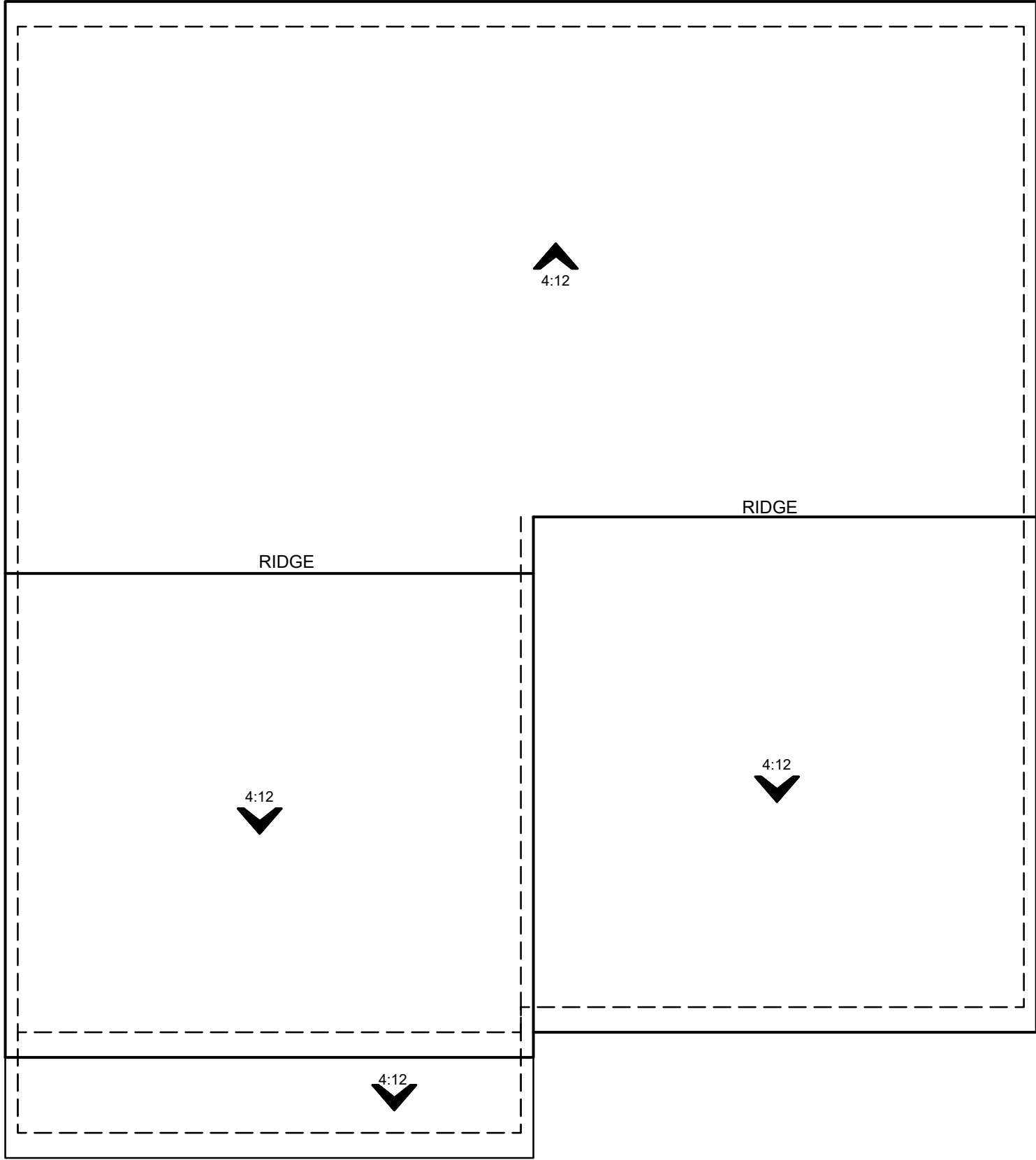
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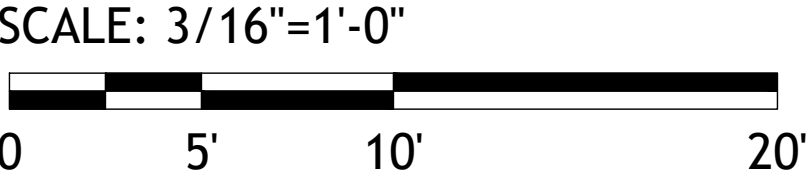
FARMHOUSE-A

CRAFTSMAN - B

WINE COUNTRY - C

PRAIRIE- D

N923 - TOURMALINE
ROOF PLANS



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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153
DATE: NOVEMBER 5TH, 2021



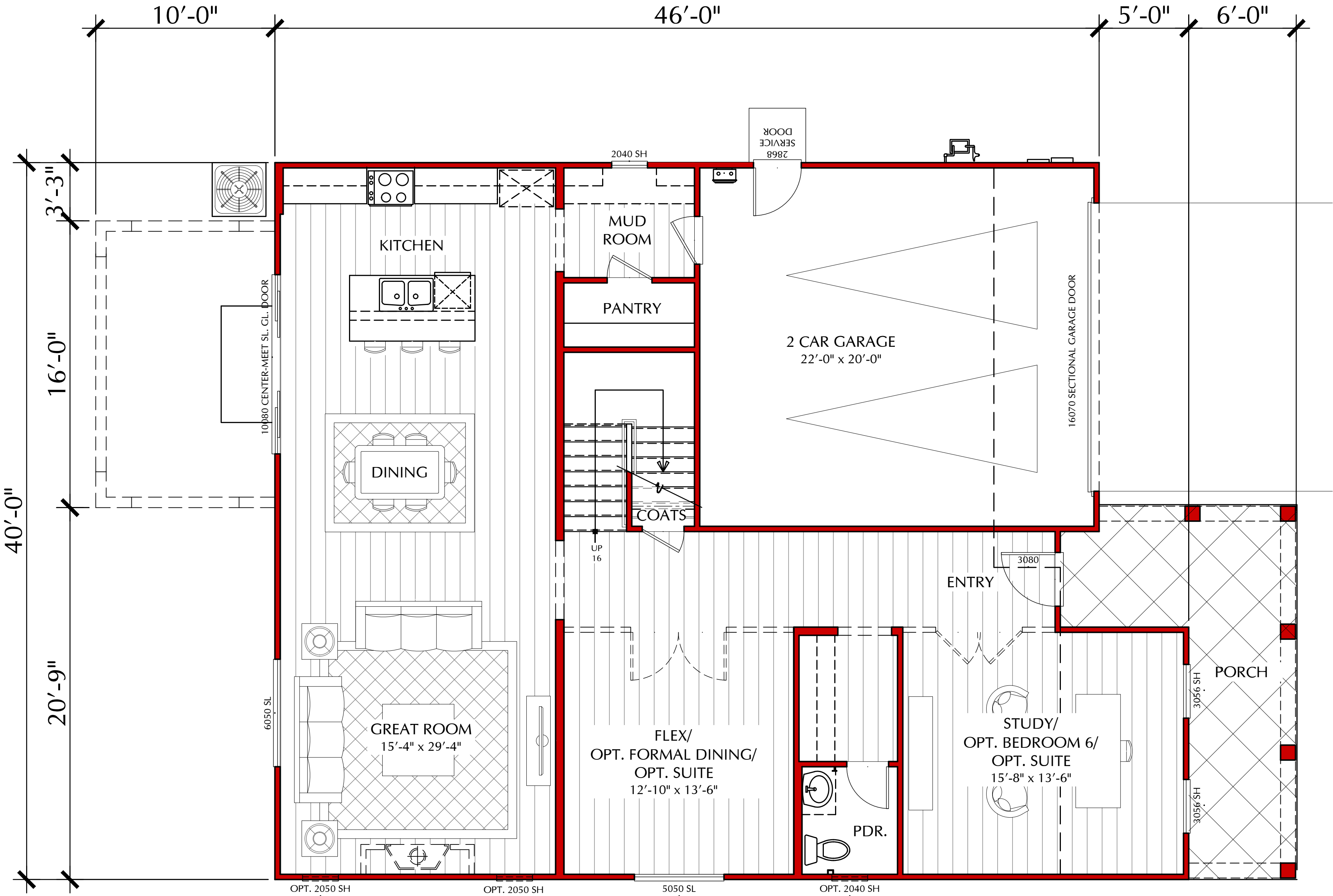
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N924 - AMMOLITE
4 BEDROOMS / 2.5 BATHS / 2 CAR GARAGE
STUDY / LOFT

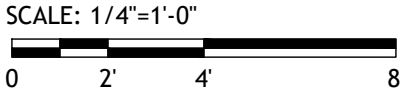
AREA TABULATION

FIRST FLOOR	1,446 S.F.
SECOND FLOOR	1,597 S.F.
TOTAL	3,043 S.F.

COVERED ENTRY	42 S.F.
GARAGE (2 CAR)	453 S.F.
OPT. COVERED PATIO	160 S.F.



FIRST FLOOR
N924 - AMMOLITE



FLOOR PLAN REFLECTS 'A' ELEVATION



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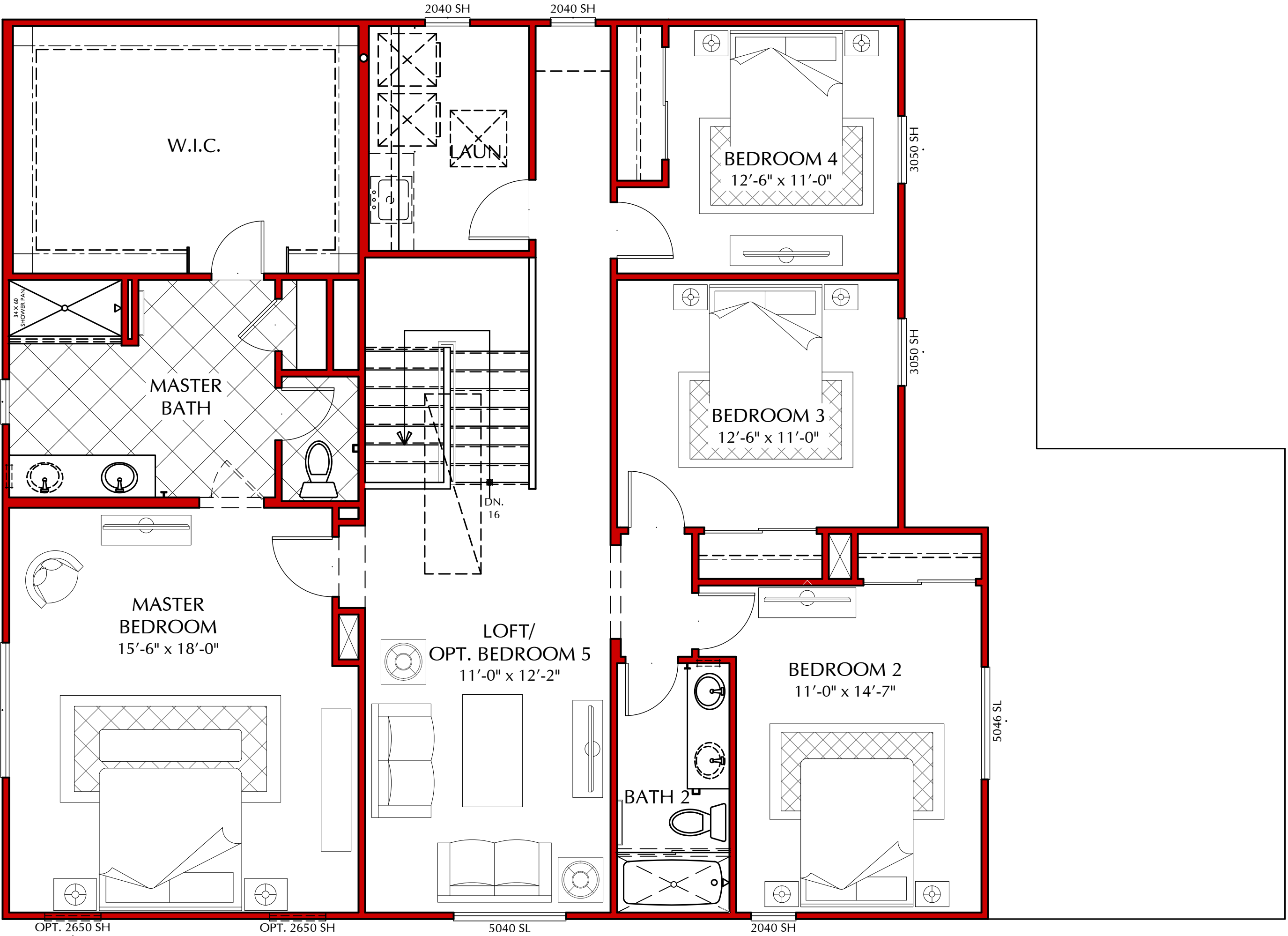
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N924 - AMMOLITE
4 BEDROOMS / 2.5 BATHS / 2 CAR GARAGE
STUDY / LOFT

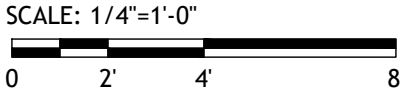
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SECOND FLOOR	1,597 S.F.
TOTAL	3,043 S.F.

COVERED ENTRY	42 S.F.
GARAGE (2 CAR)	453 S.F.
OPT. COVERED PATIO	160 S.F.



SECOND FLOOR
N924 - AMMOLITE



FLOOR PLAN REFLECTS 'A' ELEVATION



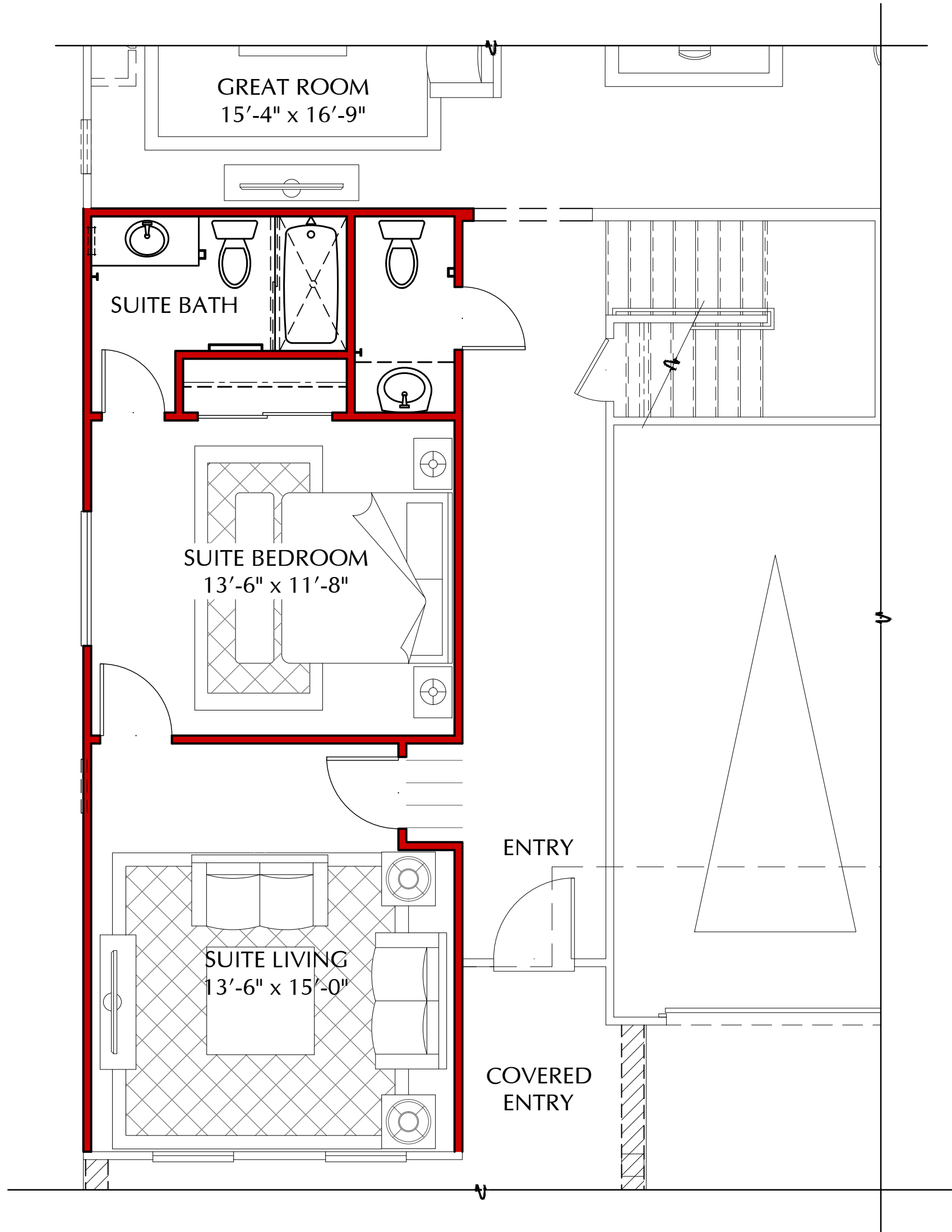
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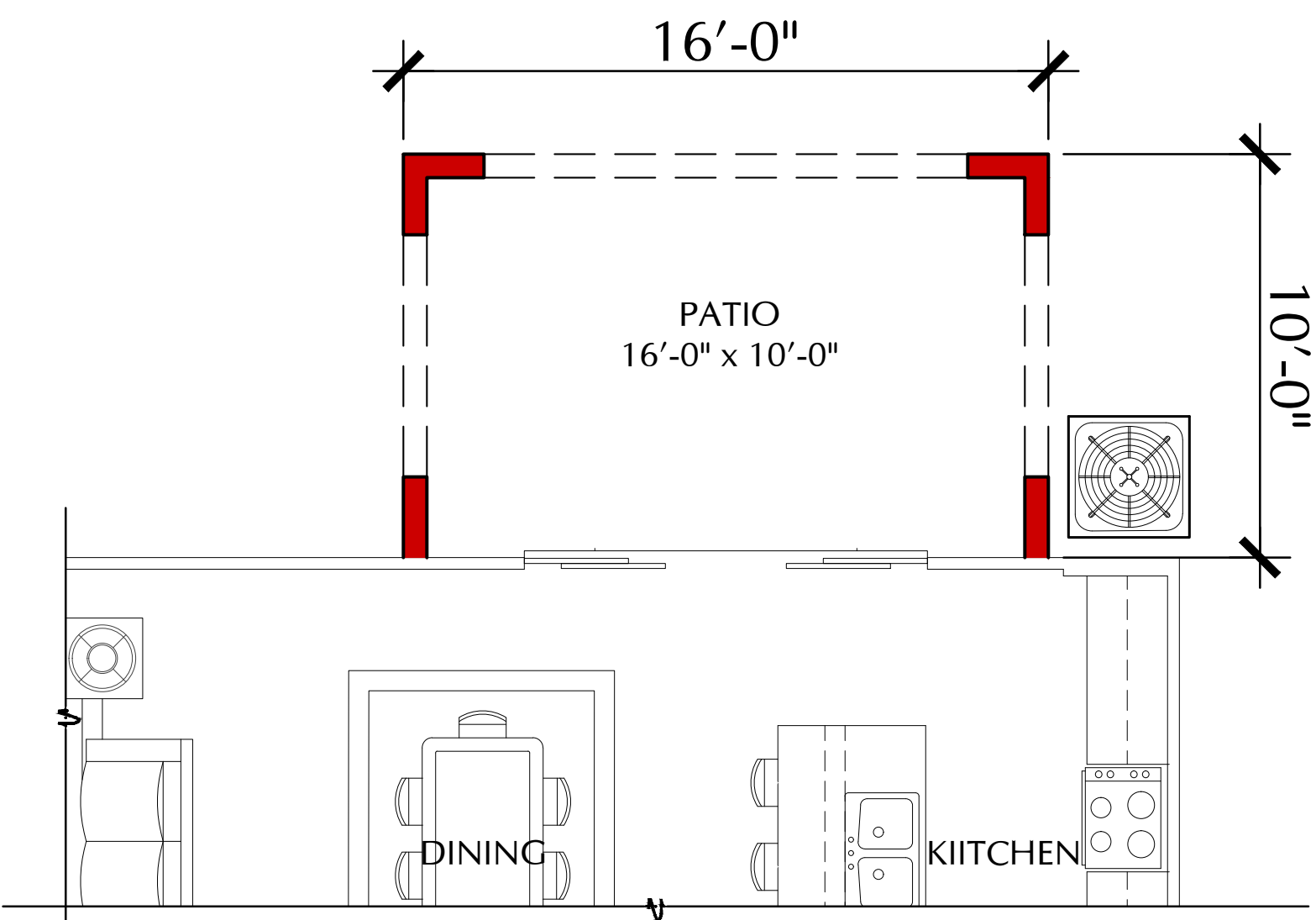
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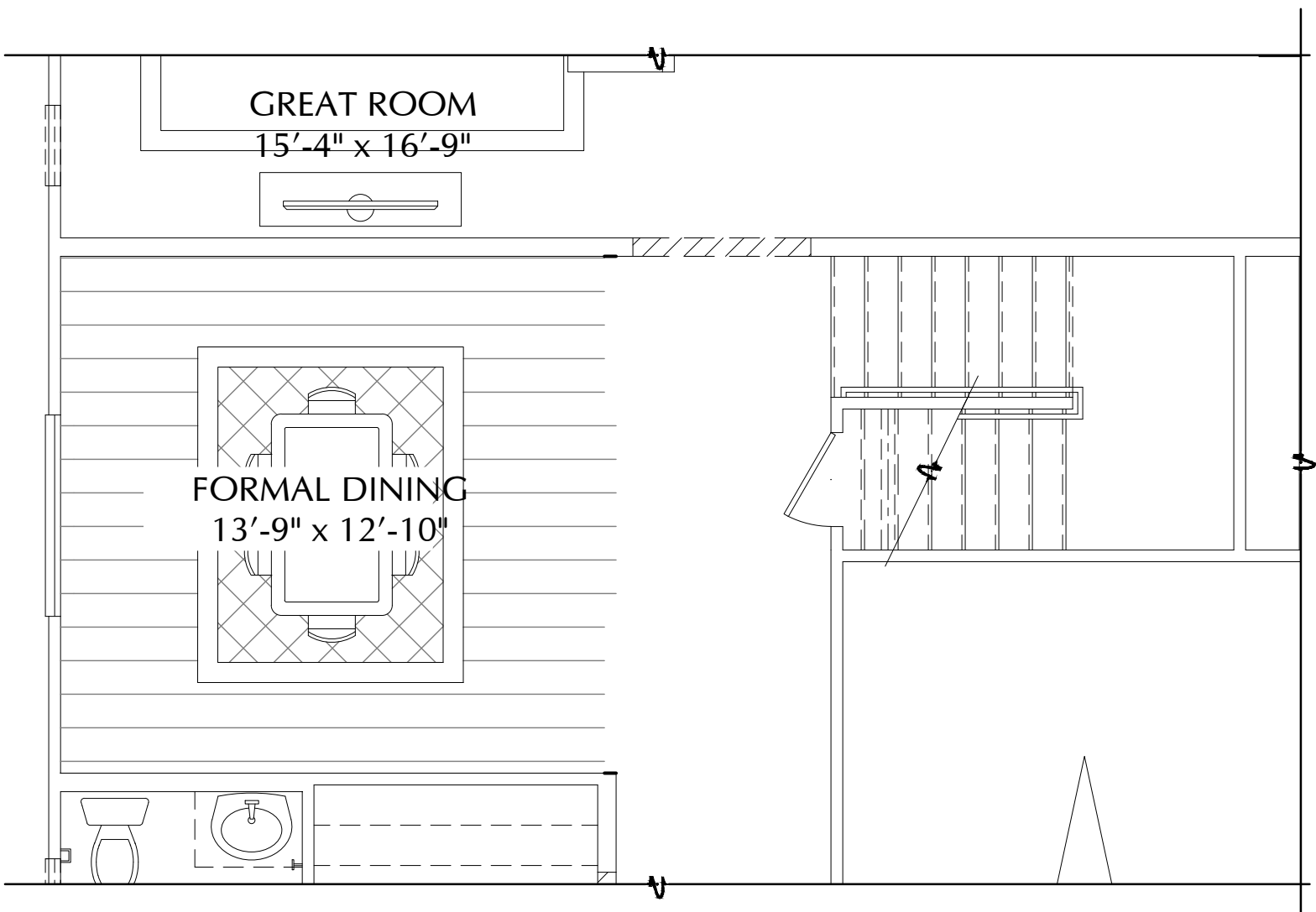
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SUITE PLAN N923
SCALE: 1/4" = 1'-0"



OPT. COVERED PATIO PLAN N923
SCALE: 1/4" = 1'-0"



FORMAL DINING PLAN N923
SCALE: 1/4" = 1'-0"

N924 - AMMOLITE
FLOOR PLAN OPTIONS

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153
DATE: NOVEMBER 5TH, 2021

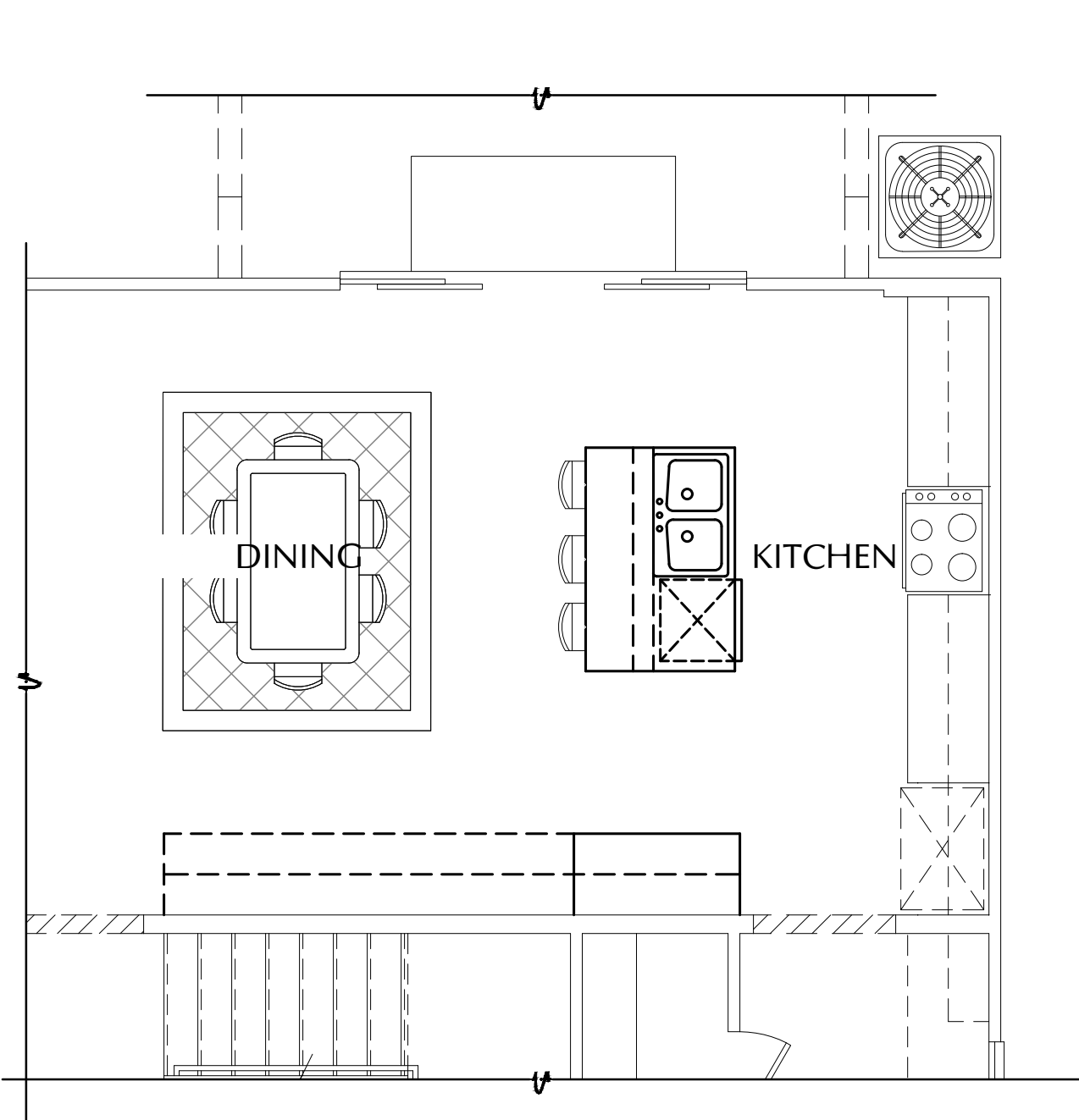


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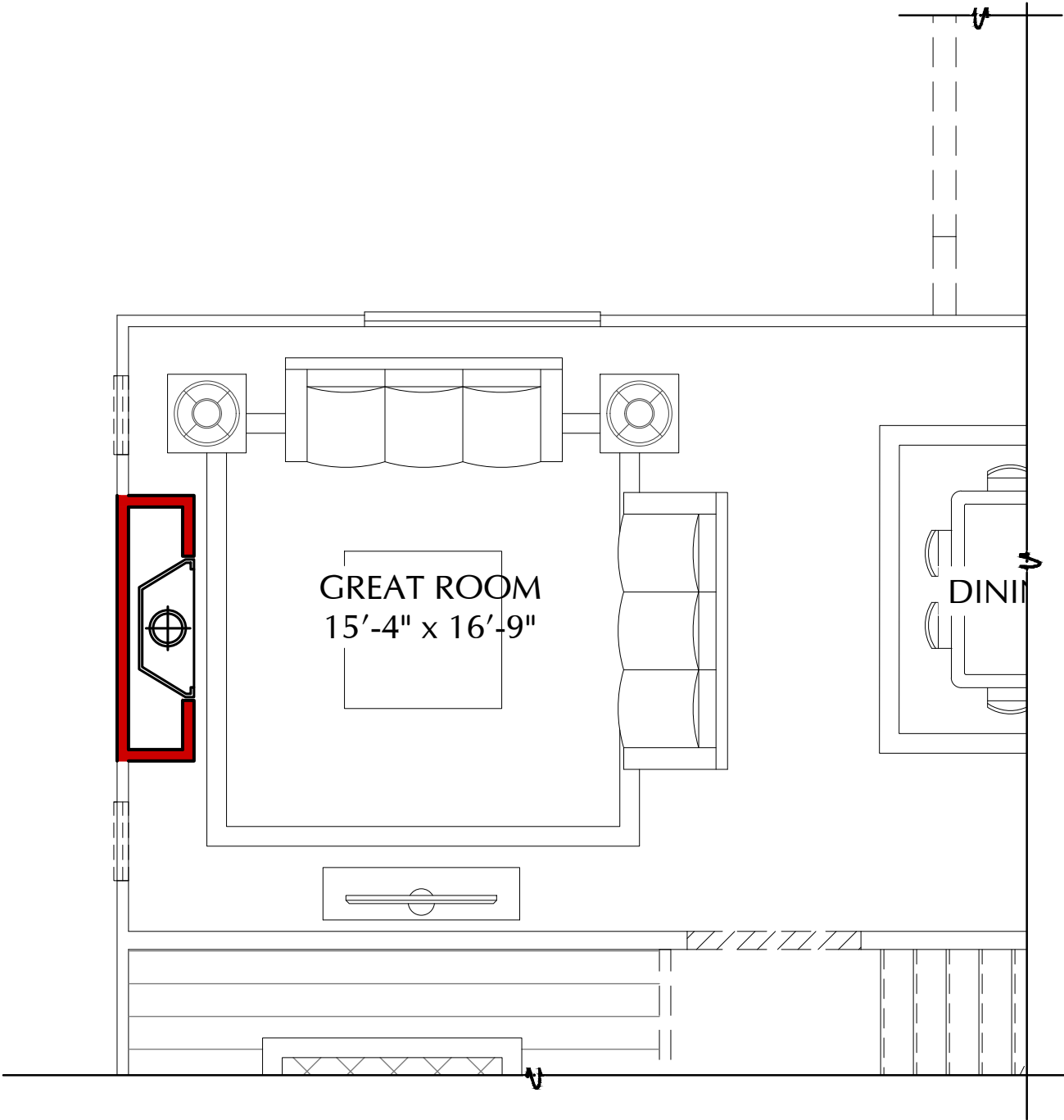


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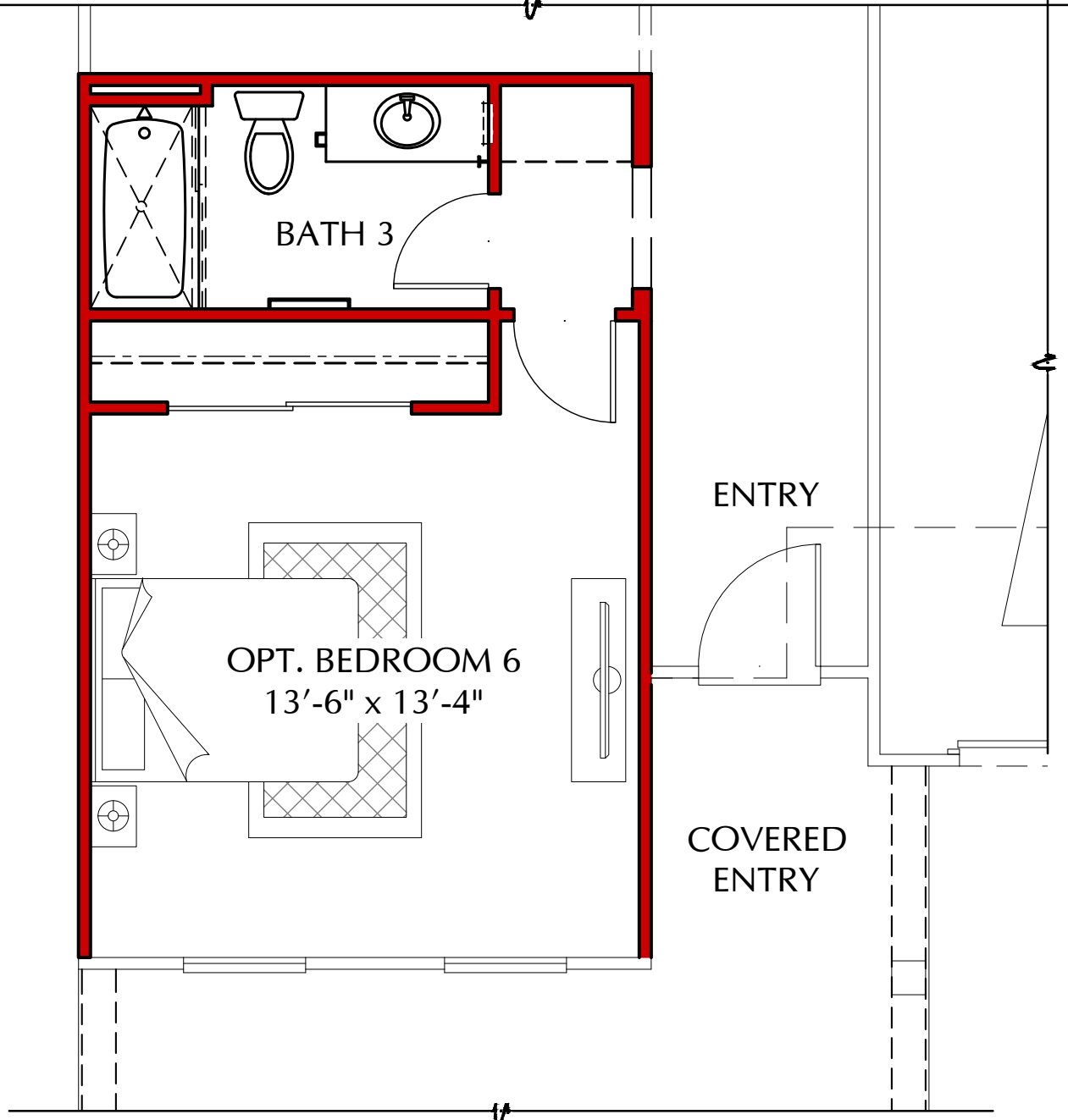
SCALE: 1/4" = 1'-0"
0 2' 4' 8'



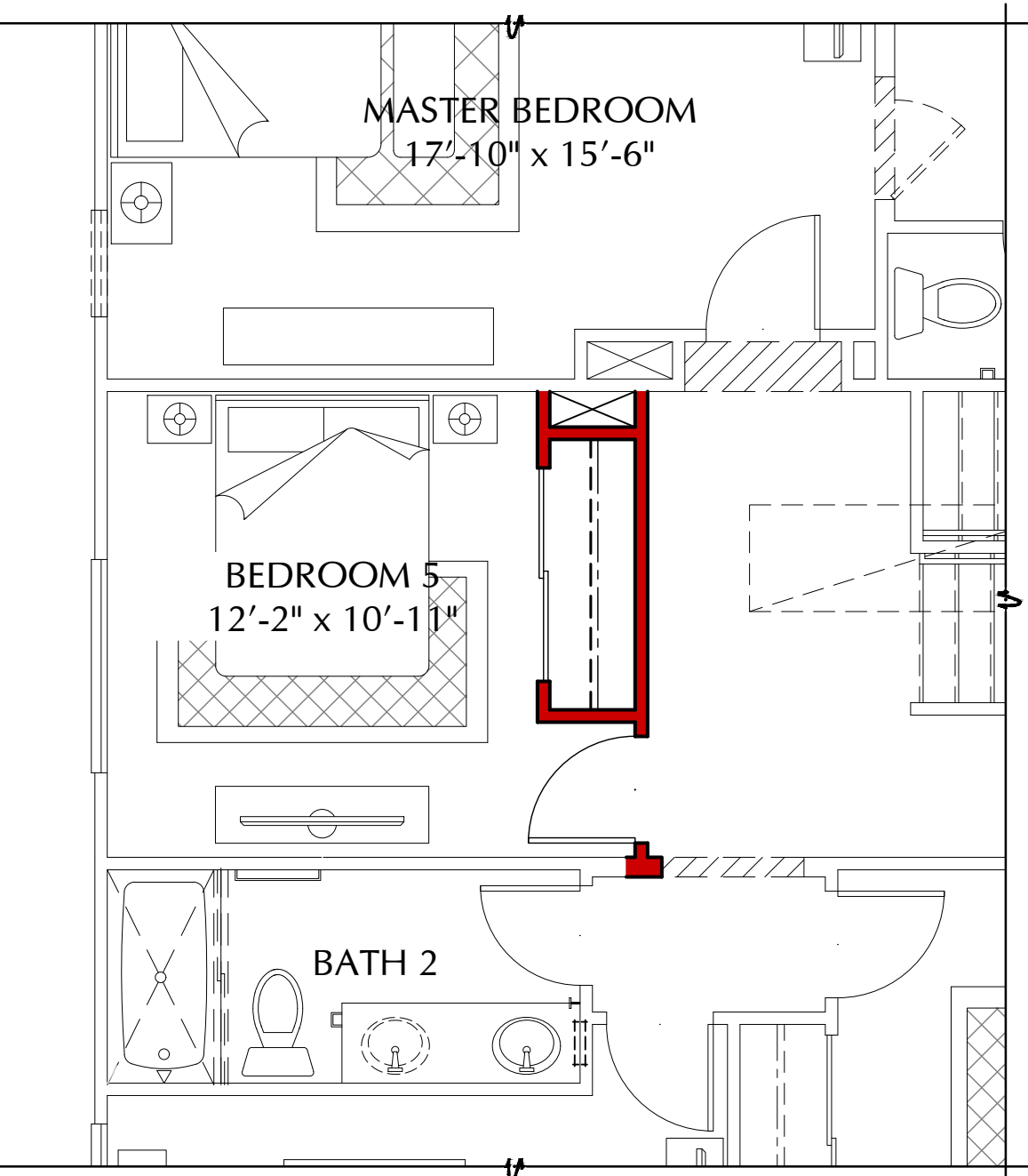
OPT. ALT KITCHEN PLAN N923
SCALE: 1/4" = 1'-0"



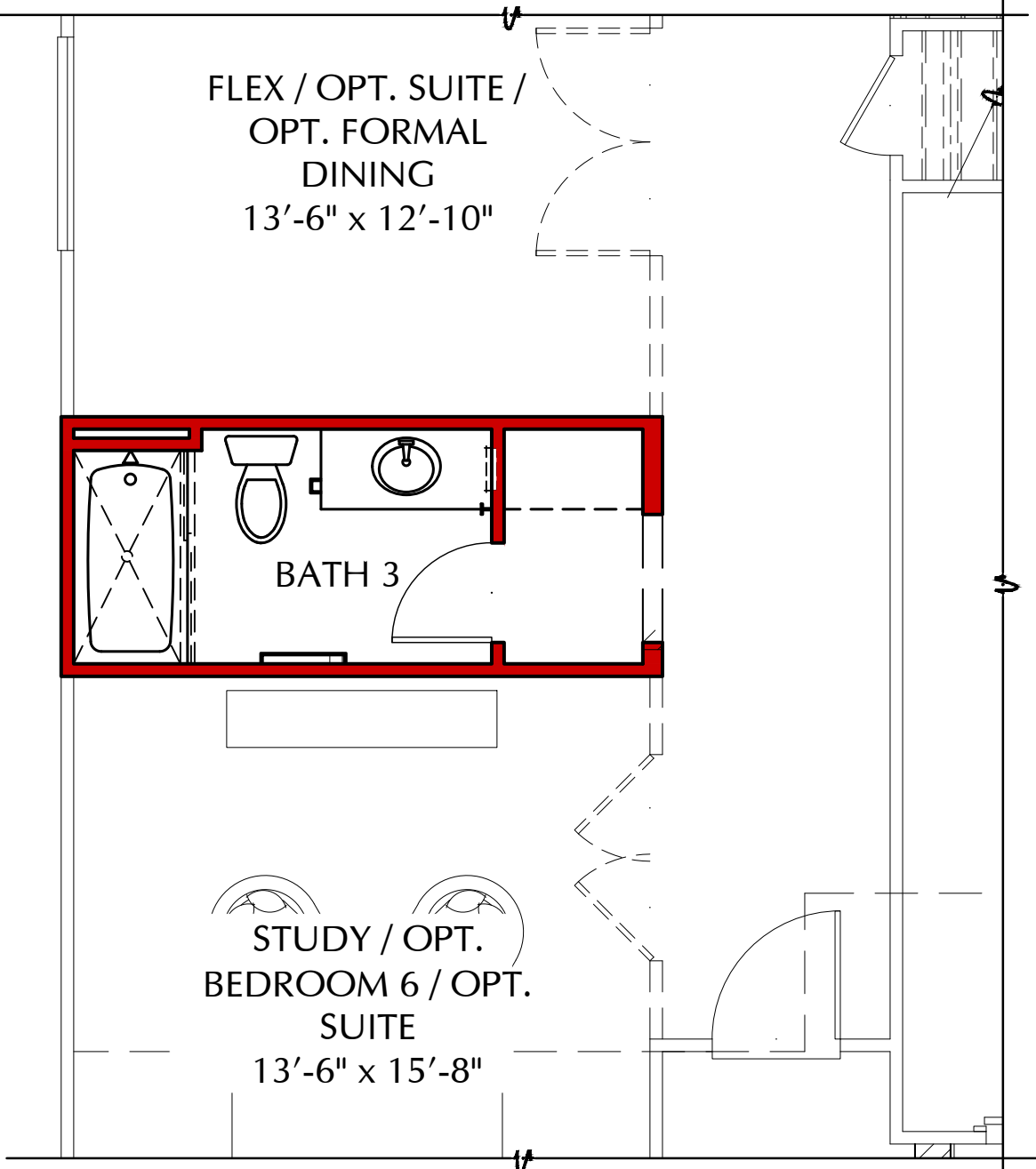
OPT. FIREPLACE PLAN N923
SCALE: 1/4" = 1'-0"



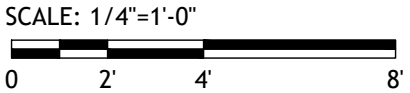
OPT. BEDROOM 6 PLAN N923
IN LIEU OF LOFT SCALE: 1/4" = 1'-0"



OPT. BEDROOM 5 PLAN N923
IN LIEU OF FLEX SCALE: 1/4" = 1'-0"



OPT. BATH 3 PLAN N923
IN LIEU OF FLEX SCALE: 1/4" = 1'-0"



N924 - AMMOLITE
FLOOR PLAN OPTIONS

SEASONS AT MONTELENA
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FARMHOUSE-A



CRAFTSMAN - B

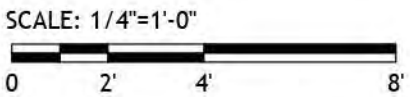


WINE COUNTRY - C



PRAIRIE- D

N924 - AMMOLITE
FRONT ELEVATIONS



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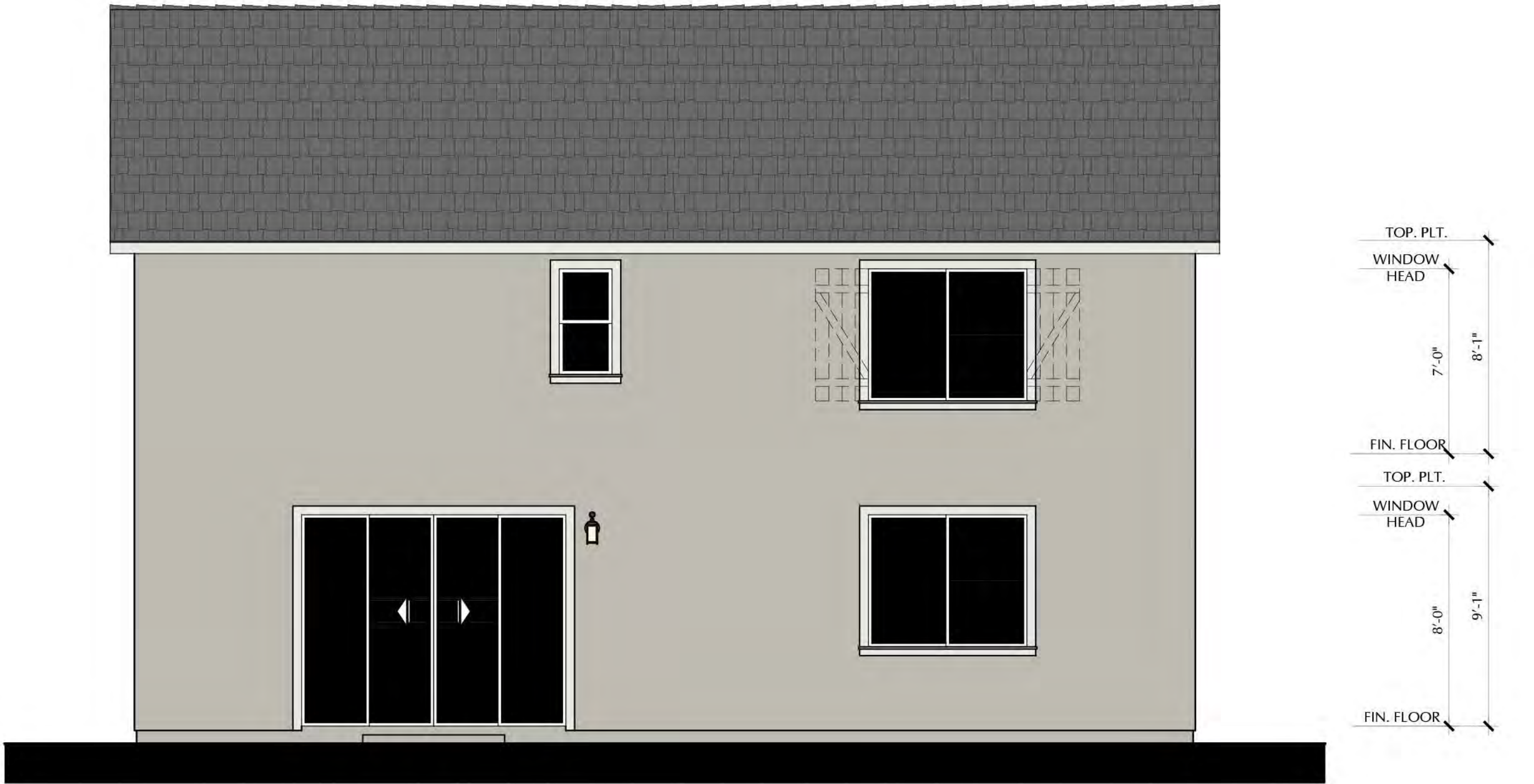
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FRONT ELEVATION - FARMHOUSE



REAR ELEVATION - FARMHOUSE

N924 - AMMOLITE
FRONT & REAR ELEVATIONS A

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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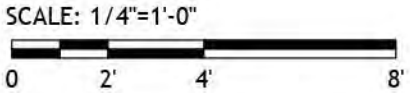


LEFT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N924 - AMMOLITE
SIDE ELEVATIONS A



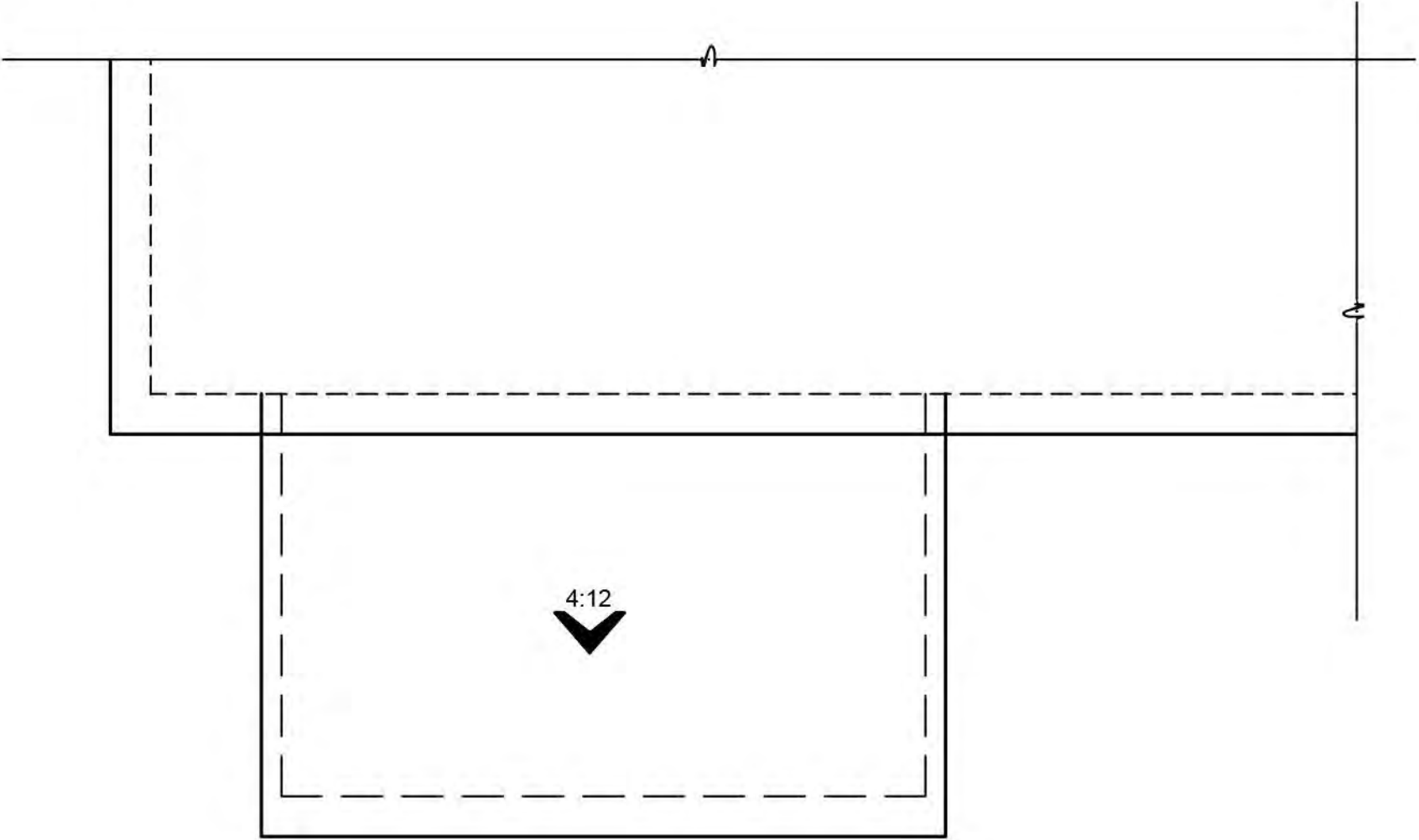
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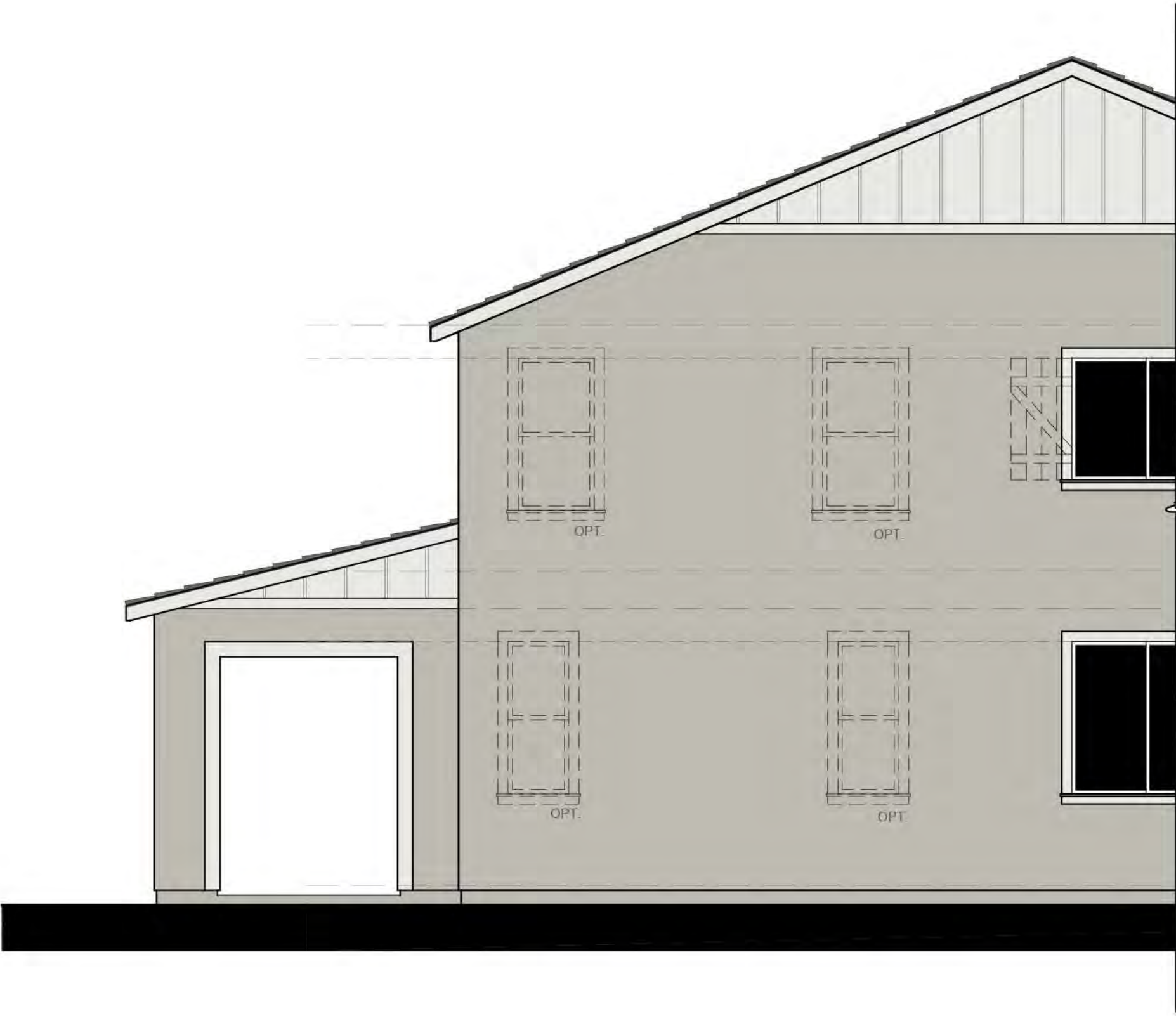
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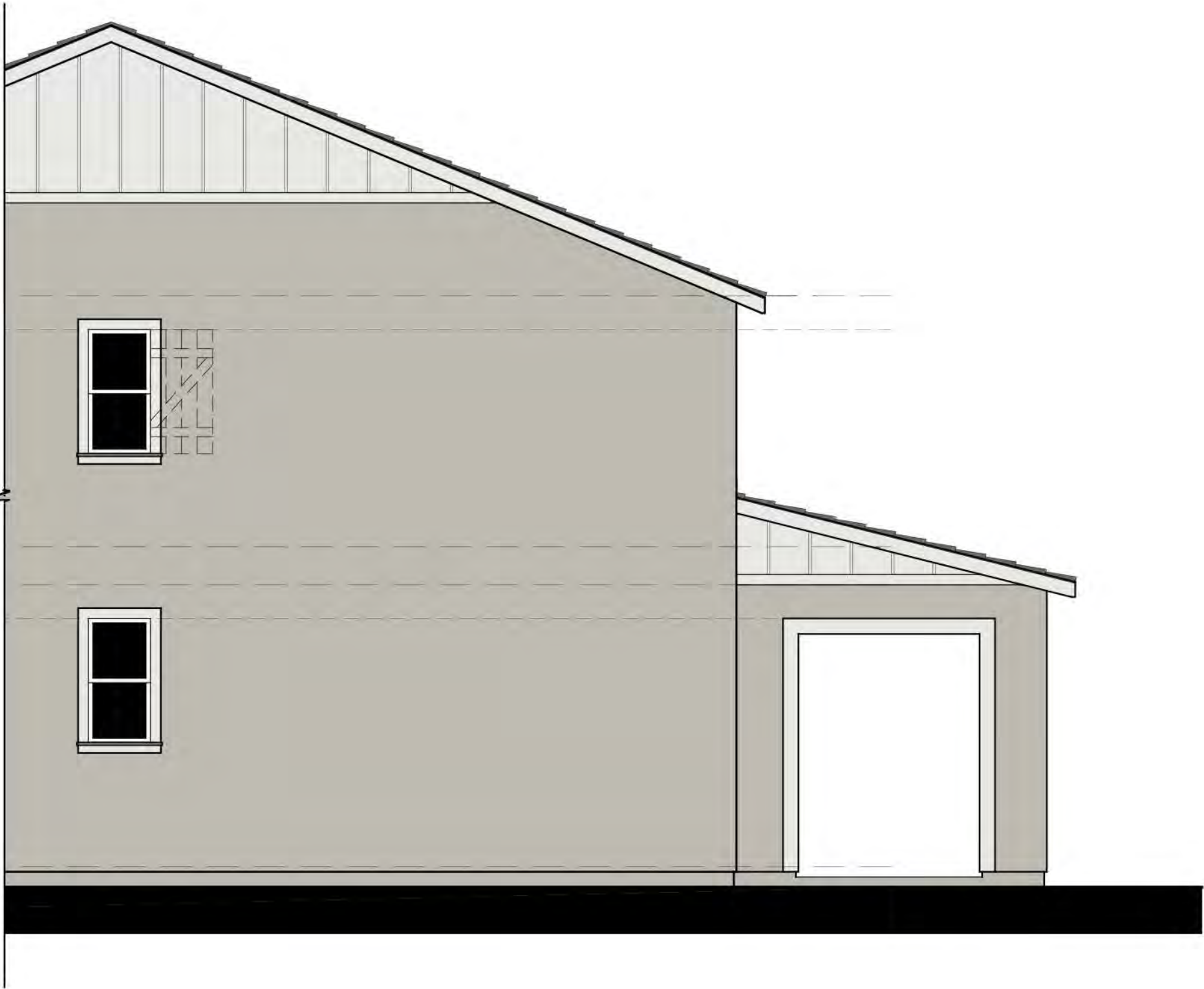
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N924 - AMMOLITE
COVERED PATIO ELEVATIONS A - FARMHOUSE -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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SEASONS AT MONTELENA
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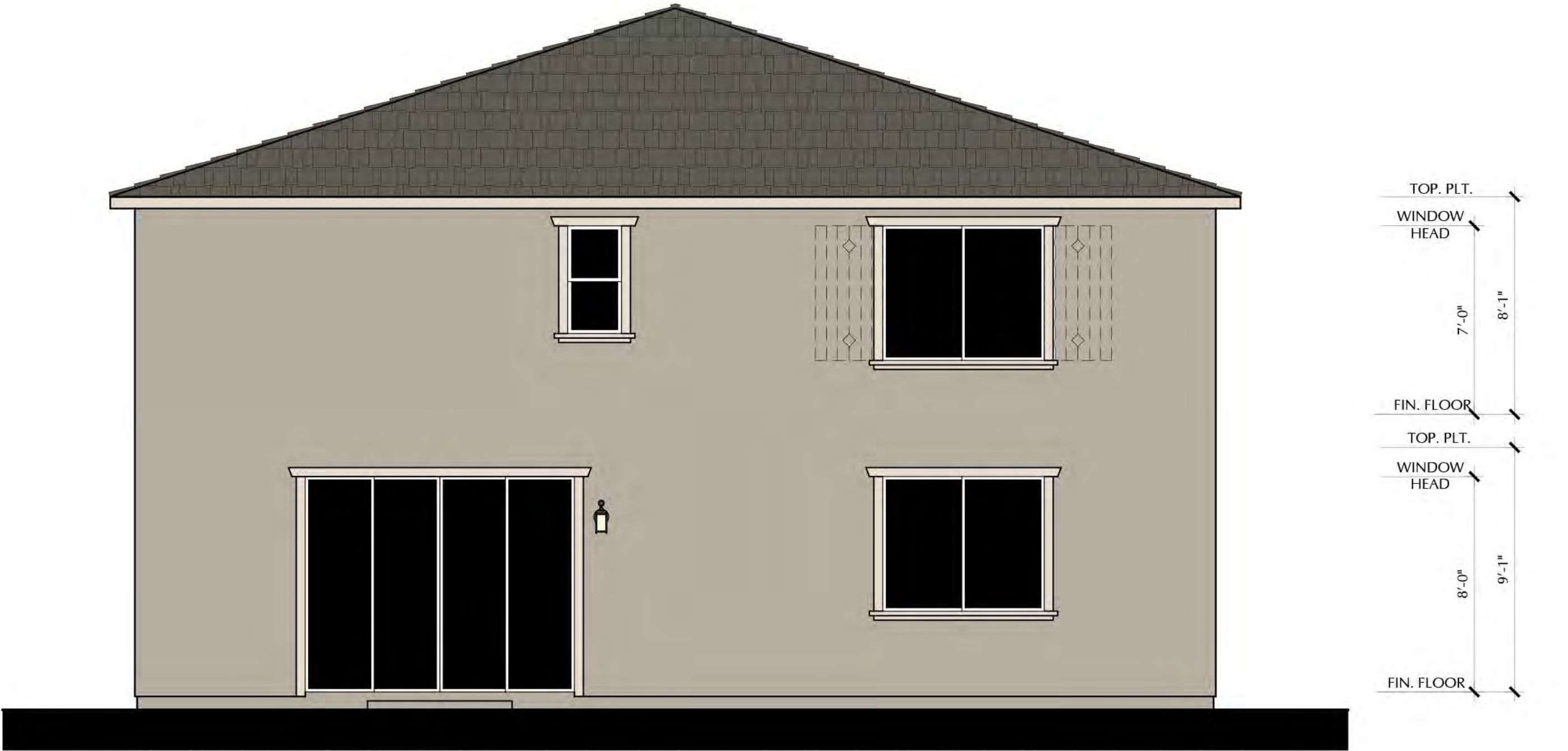
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FRONT ELEVATION - CRAFTSMAN



REAR ELEVATION - CRAFTSMAN

N924 - AMMOLITE
FRONT & REAR ELEVATIONS B

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

JOB # : 109-21153
DATE: NOVEMBER 5TH, 2021

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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LEFT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N924 - AMMOLITE
SIDE ELEVATIONS B

SCALE: 1/4"=1'-0"
0 2' 4' 8'



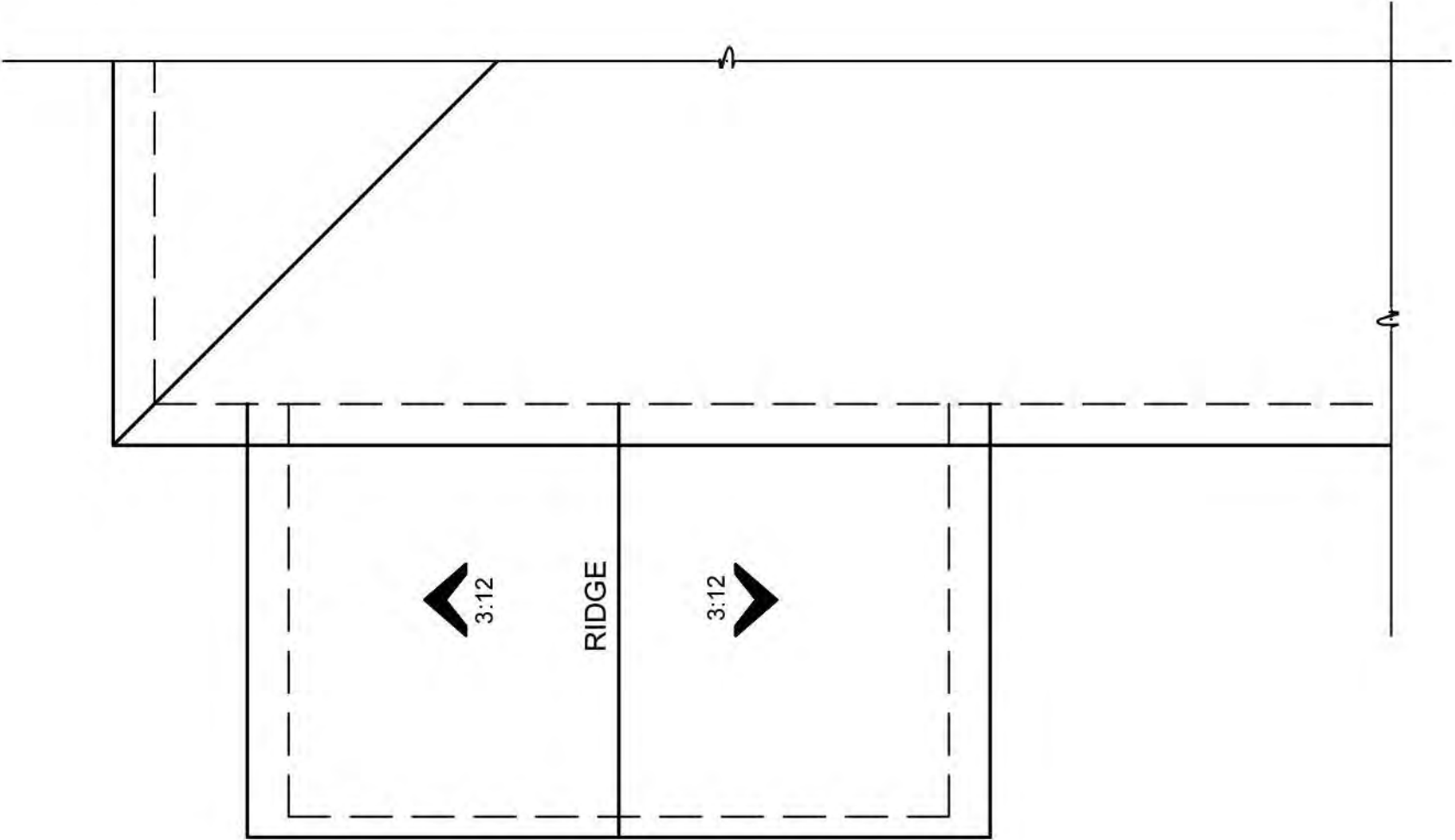
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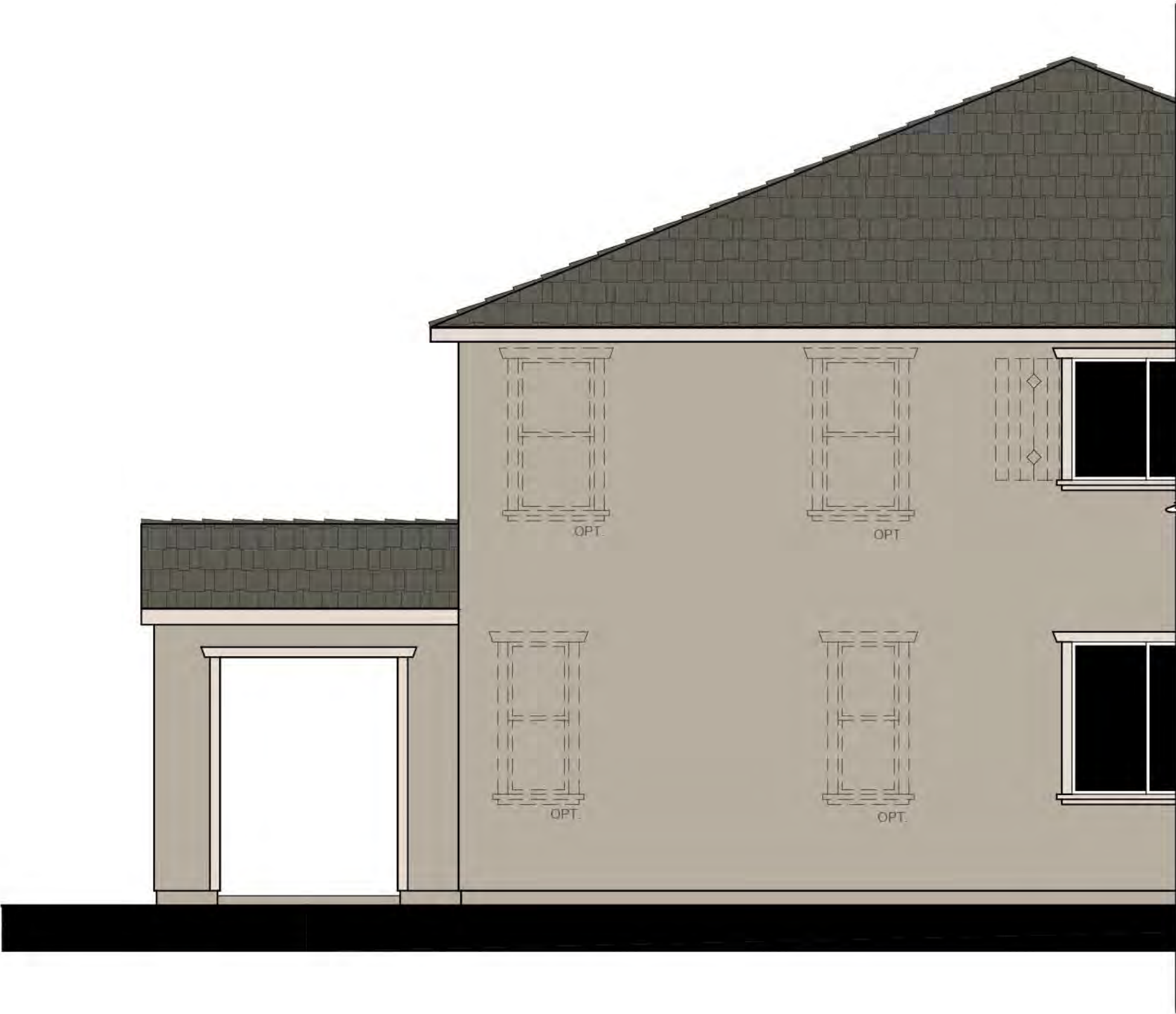
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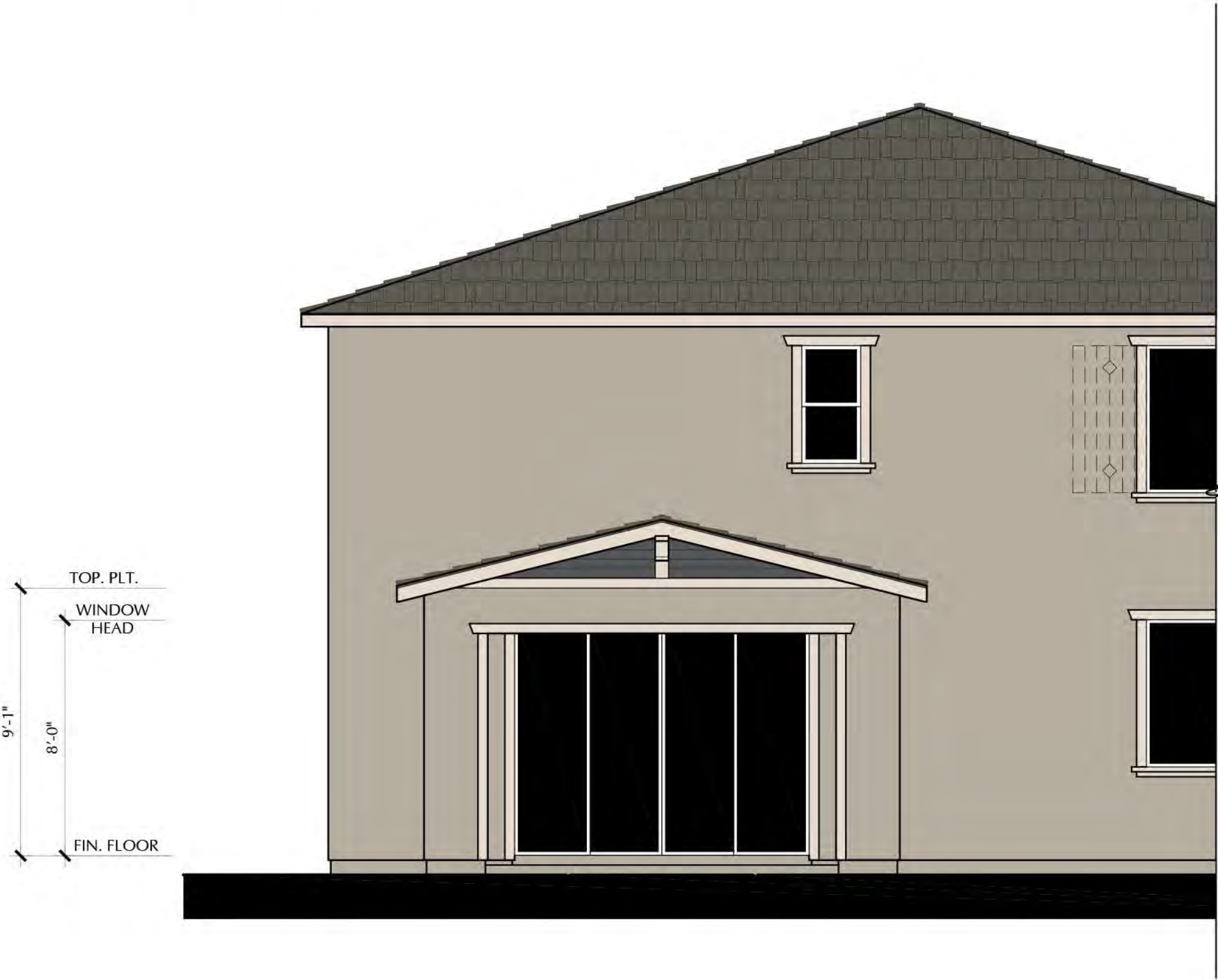
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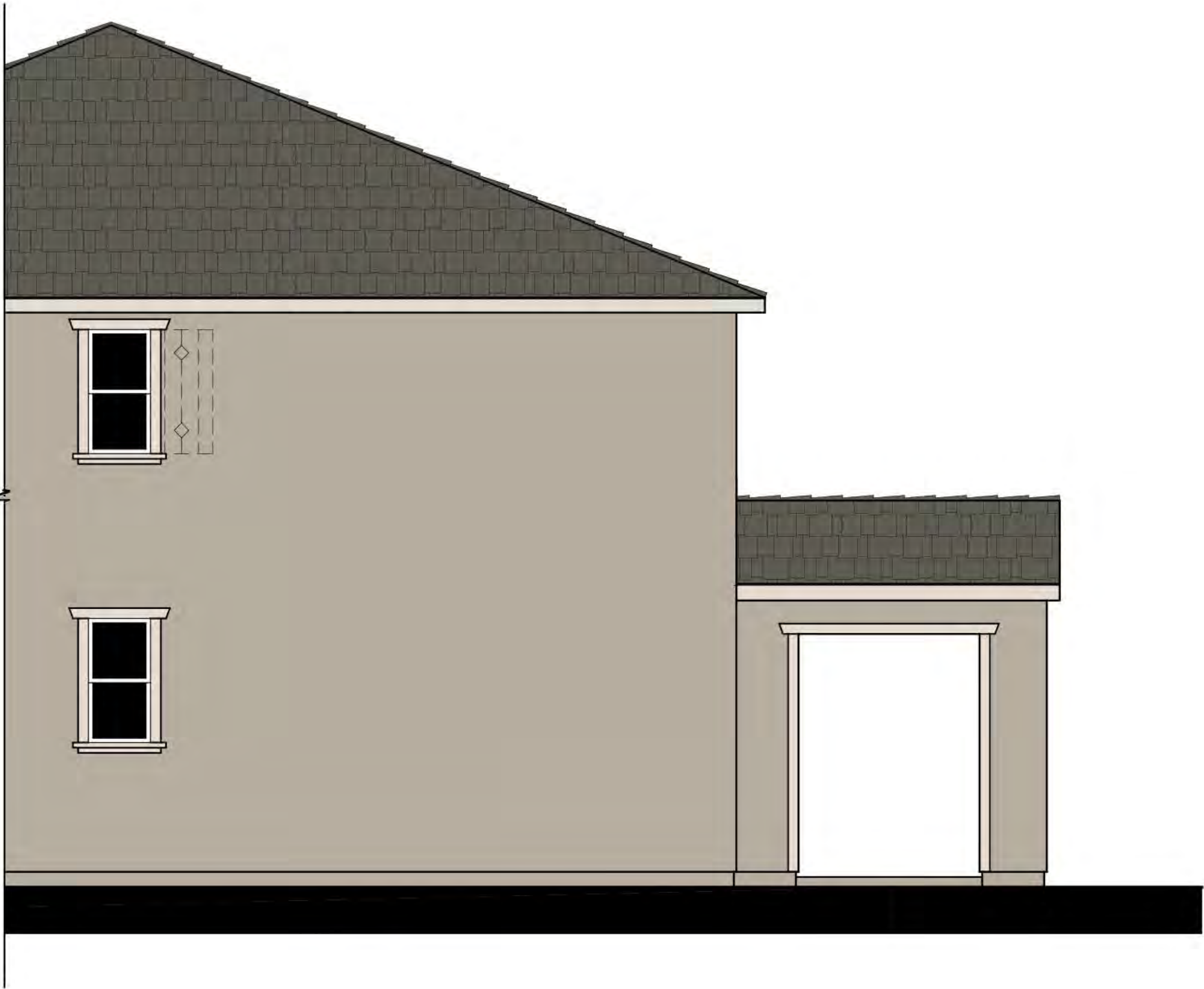
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N924 - AMMOLITE
COVERED PATIO ELEVATIONS B - CRAFTSMAN -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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SEASONS AT MONTELENA
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FRONT ELEVATION - WINE COUNTRY



REAR ELEVATION - WINE COUNTRY

N913 - PEARL
FRONT & REAR ELEVATIONS C

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LEFT ELEVATION - WINE COUNTRY



RIGHT ELEVATION - WINE COUNTRY

N924 - AMMOLITE
SIDE ELEVATIONS C

SCALE: 1/4"=1'-0"
0 2' 4' 8'



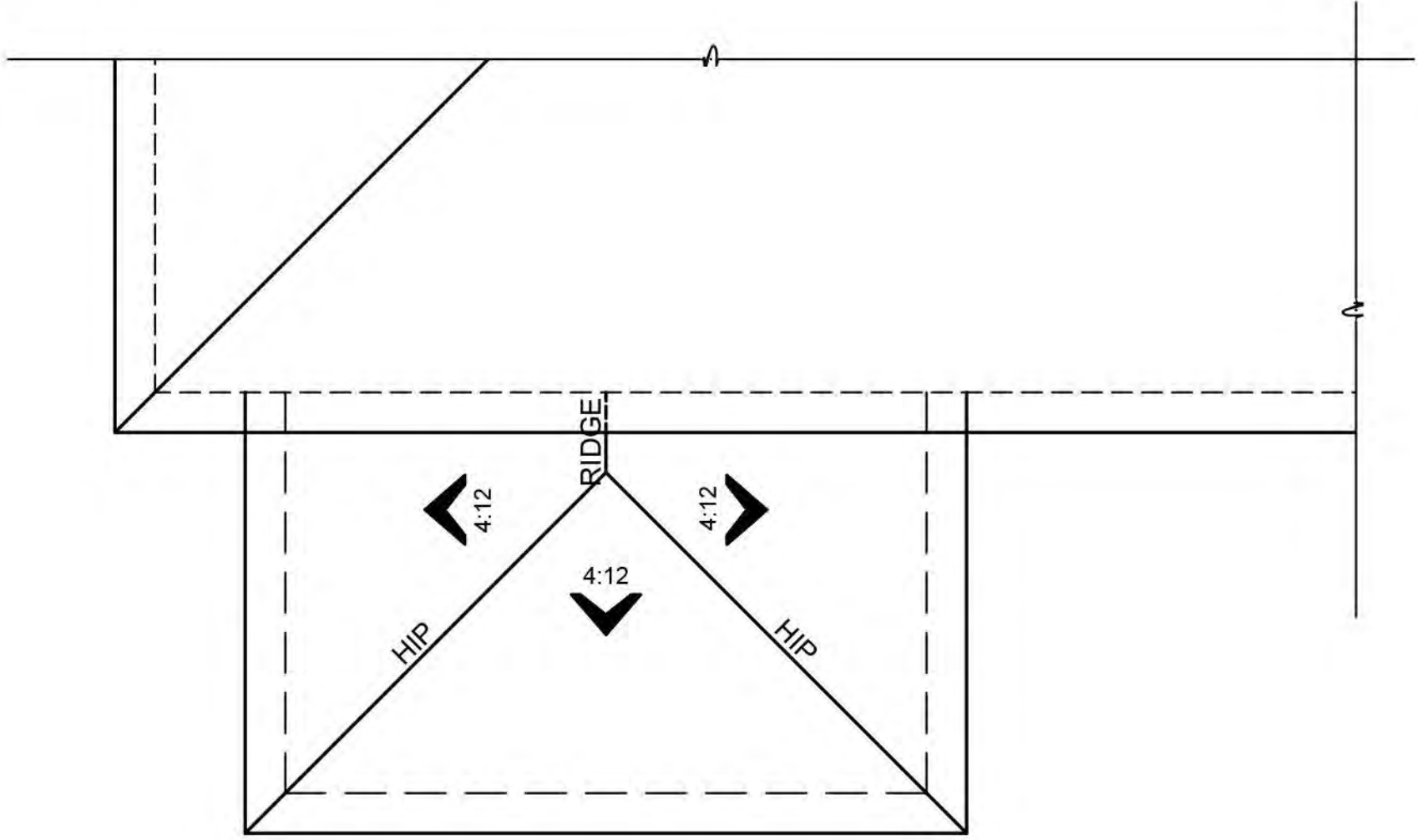
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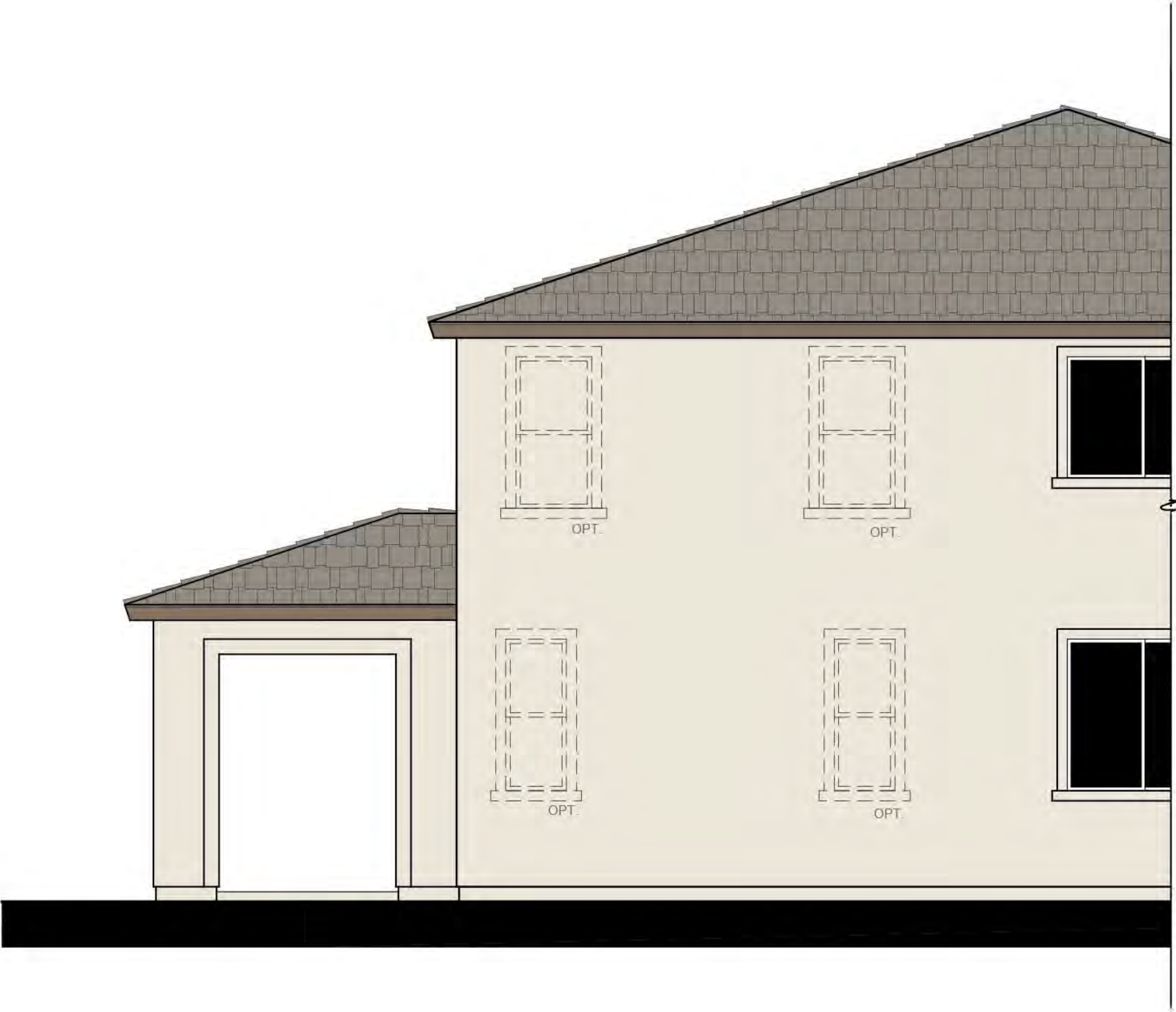
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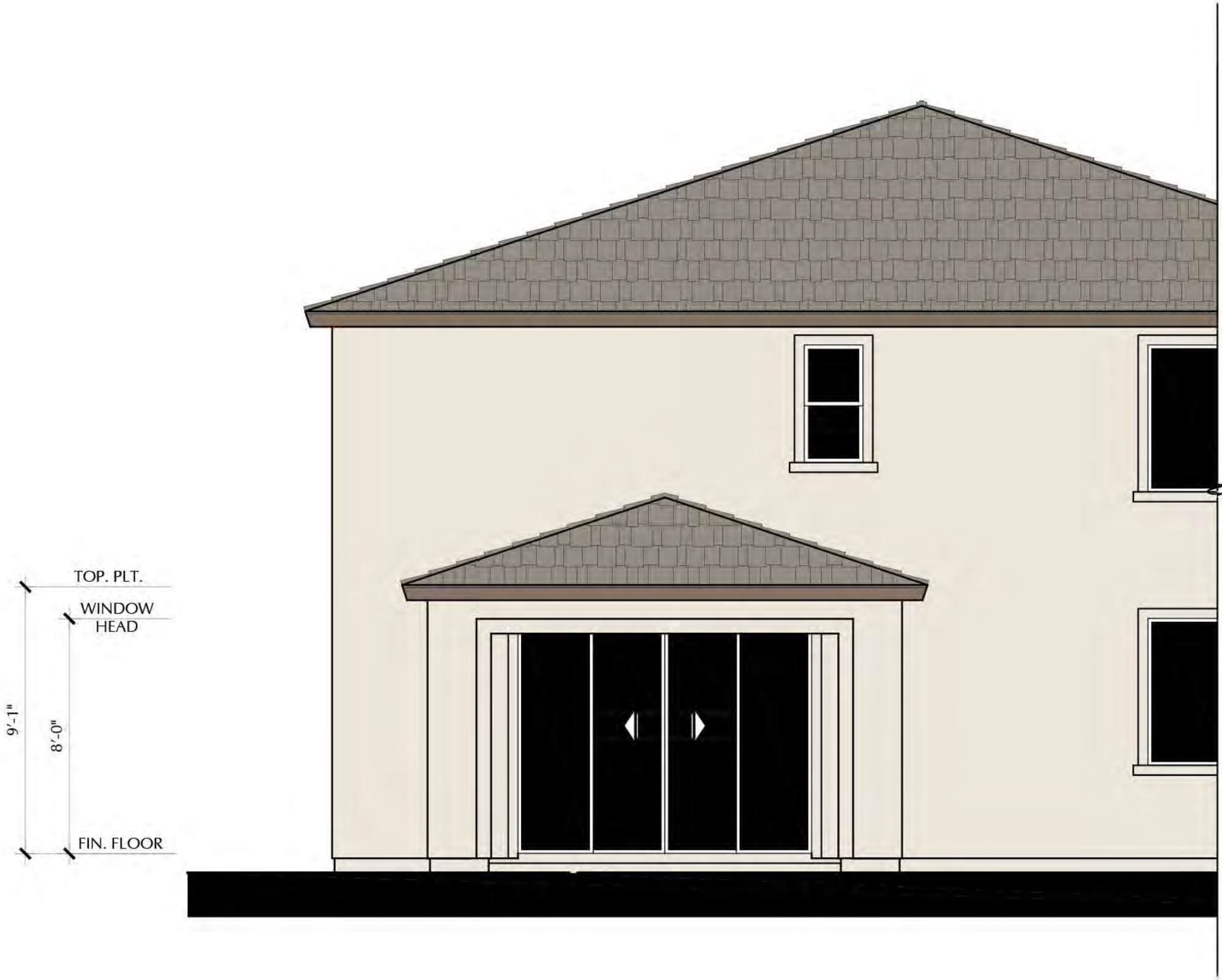
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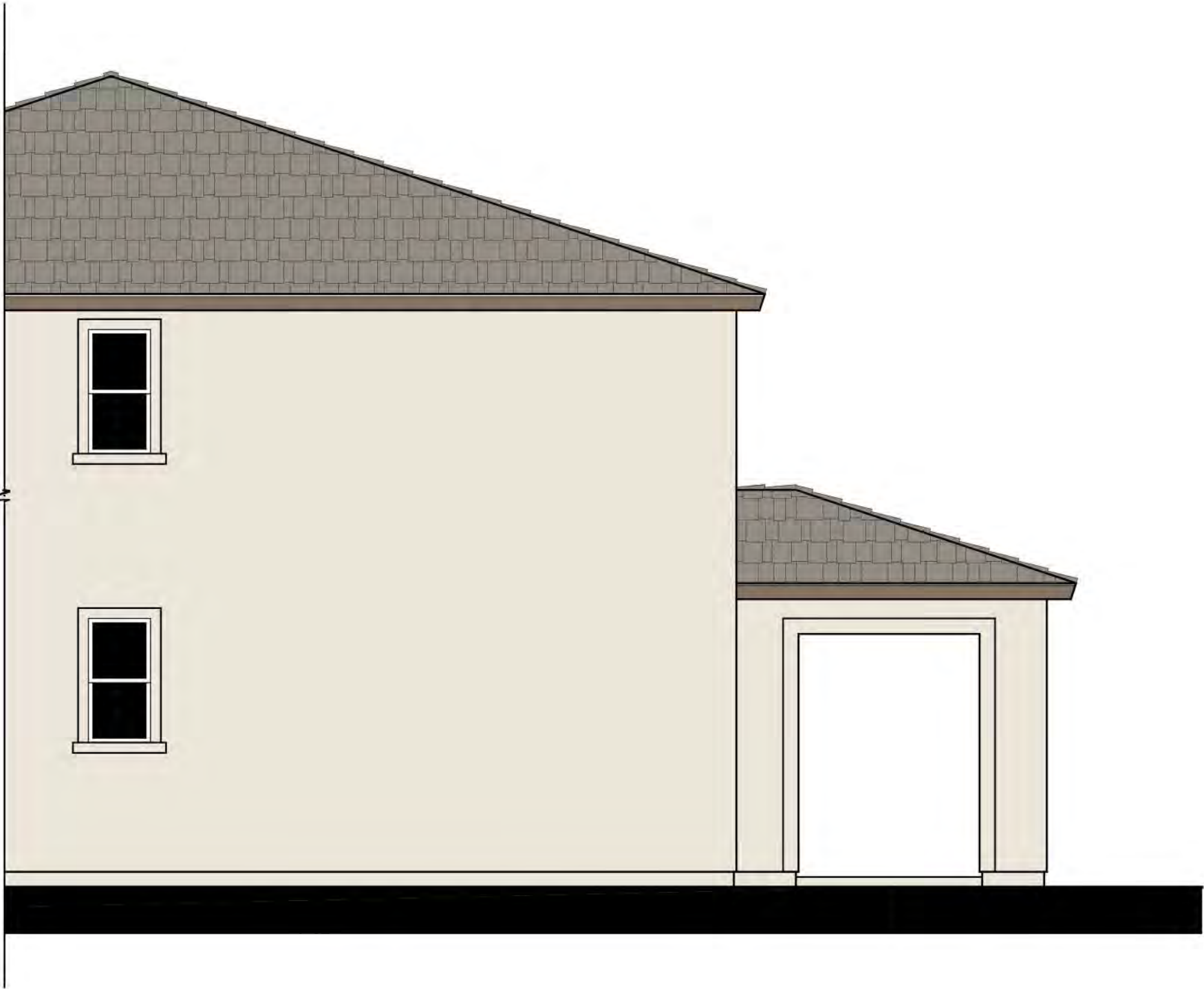
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N924 - AMMOLITE
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



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SEASONS AT MONTELENA
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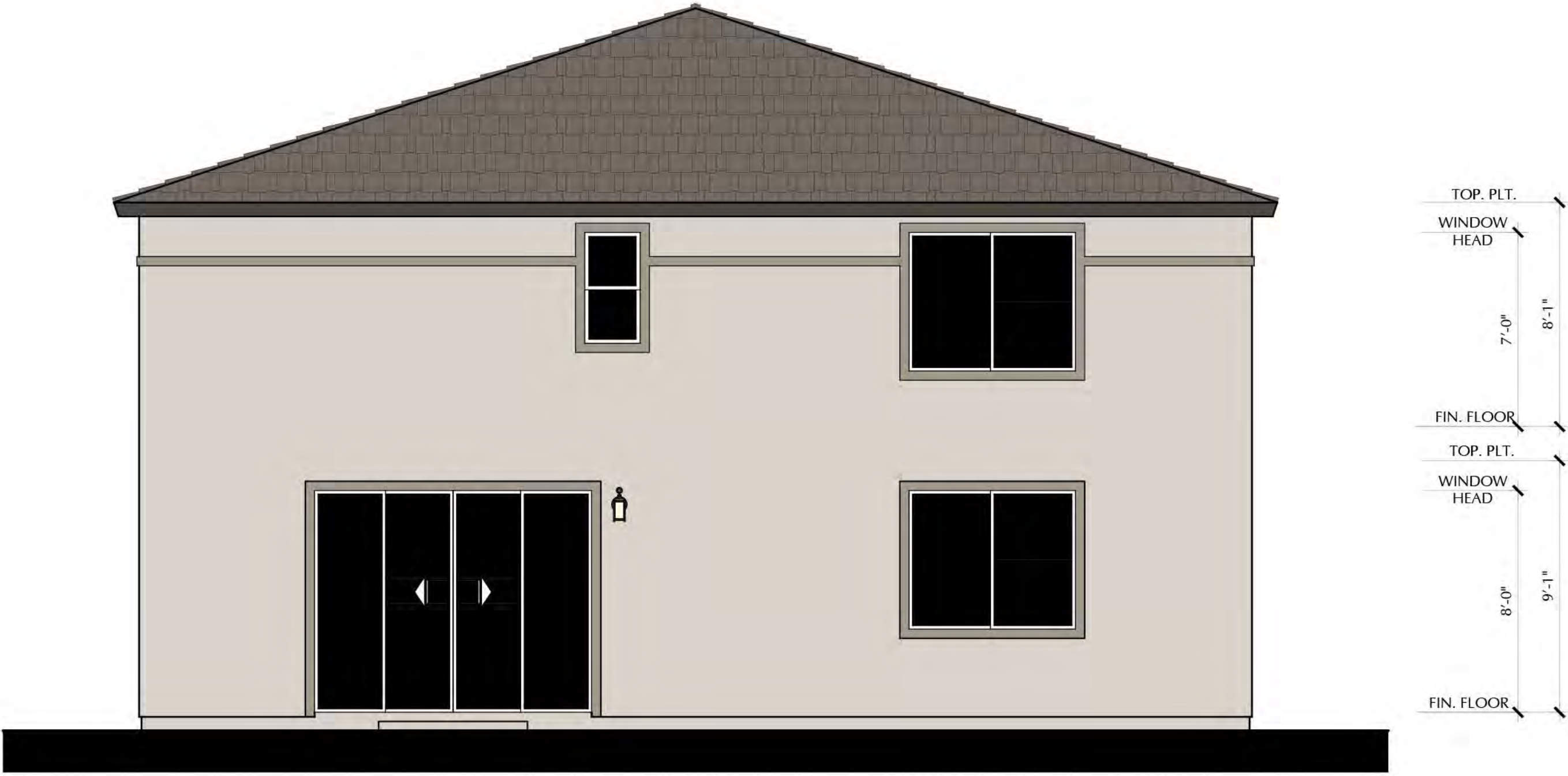
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FRONT ELEVATION - PRAIRIE



REAR ELEVATION - PRAIRIE

N924 - AMMOLITE
FRONT & REAR ELEVATIONS D

SCALE: 1/4"=1'-0"
0 2' 4' 8'



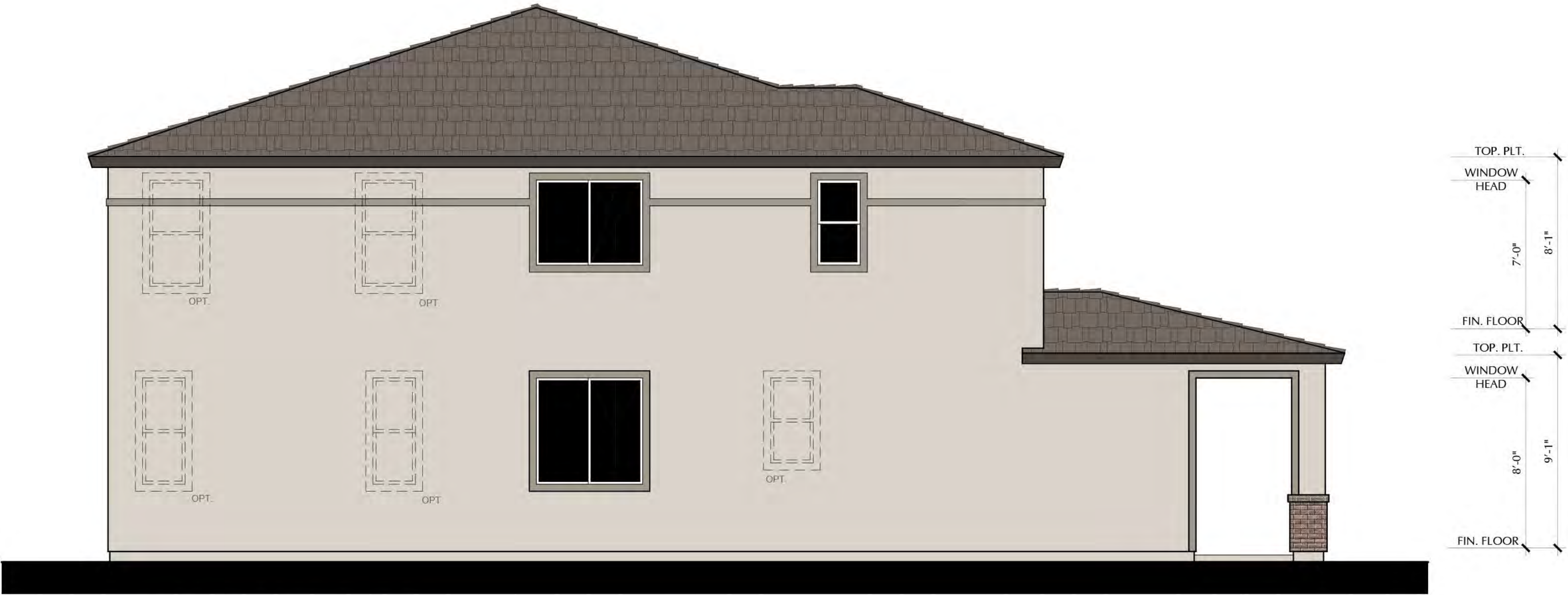
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RANCHO CORDOVA, CALIFORNIA

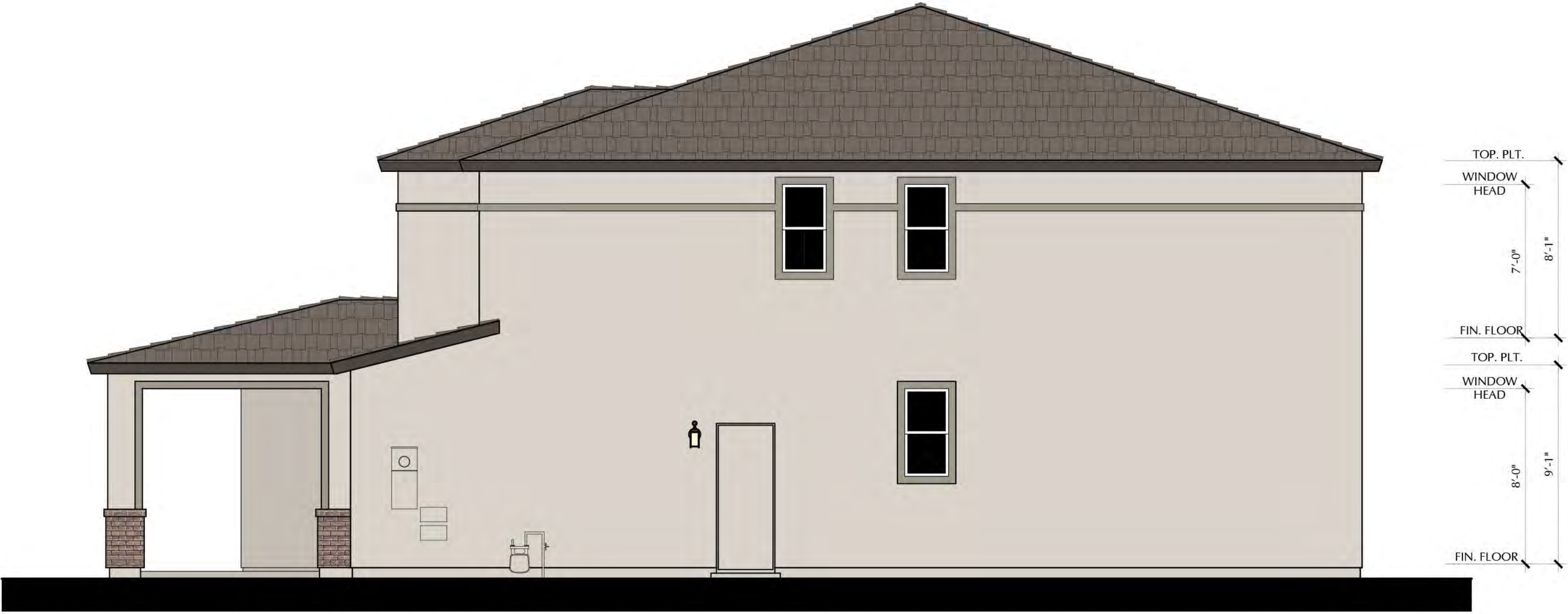
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LEFT ELEVATION - PRAIRIE



RIGHT ELEVATION - PRAIRIE

N924 - AMMOLITE
SIDE ELEVATIONS D

SCALE: 1/4"=1'-0"
0 2' 4' 8'



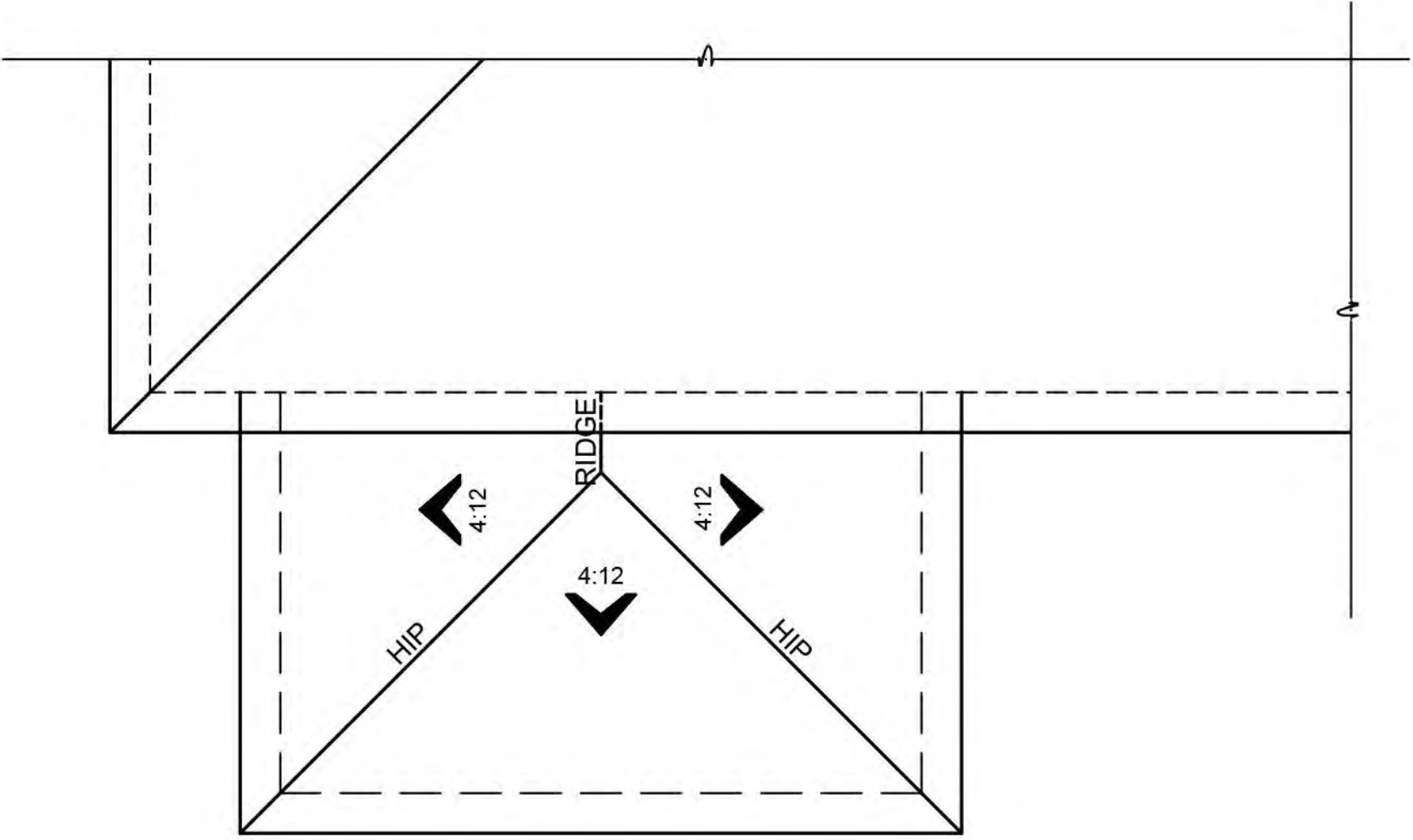
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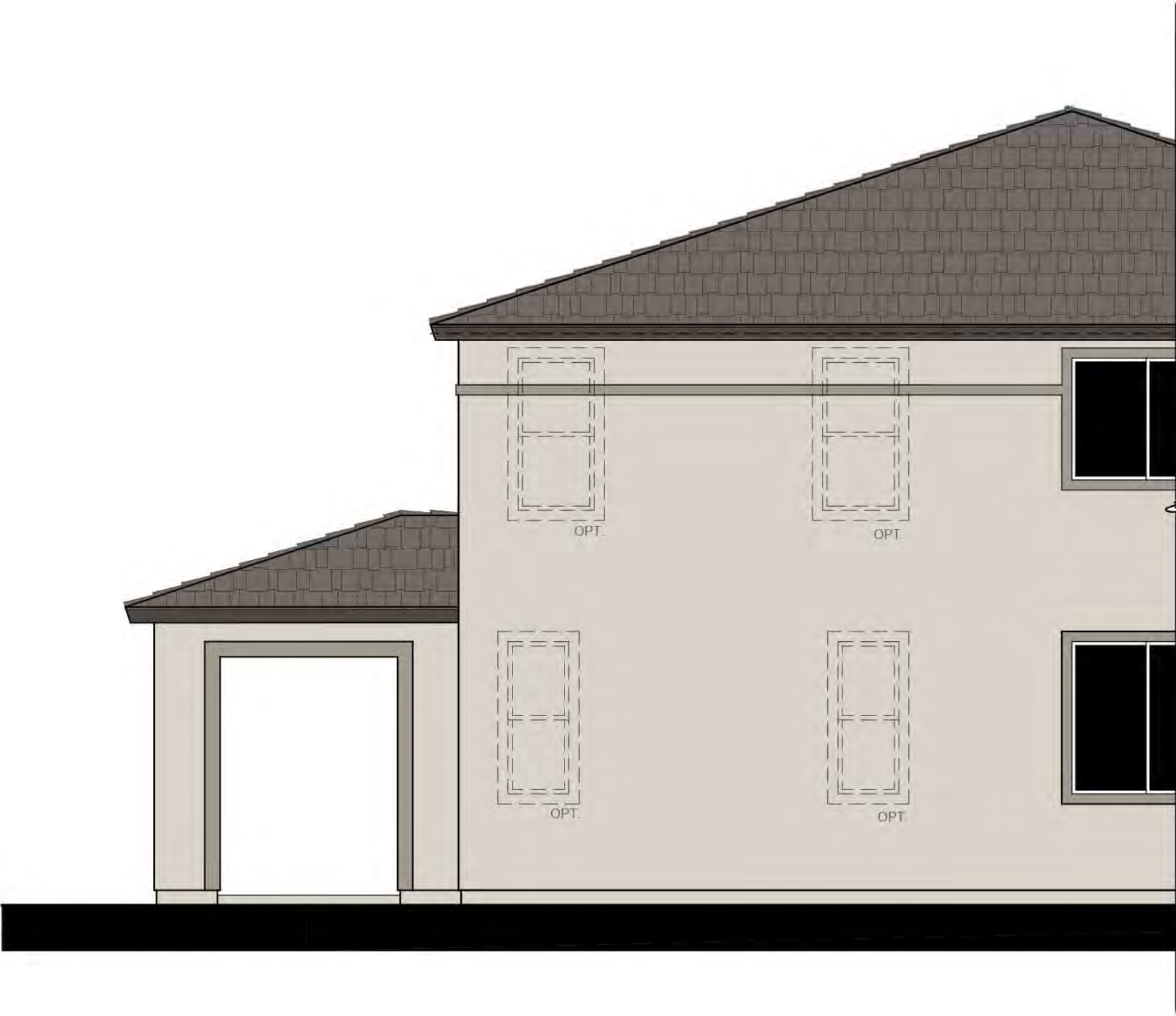
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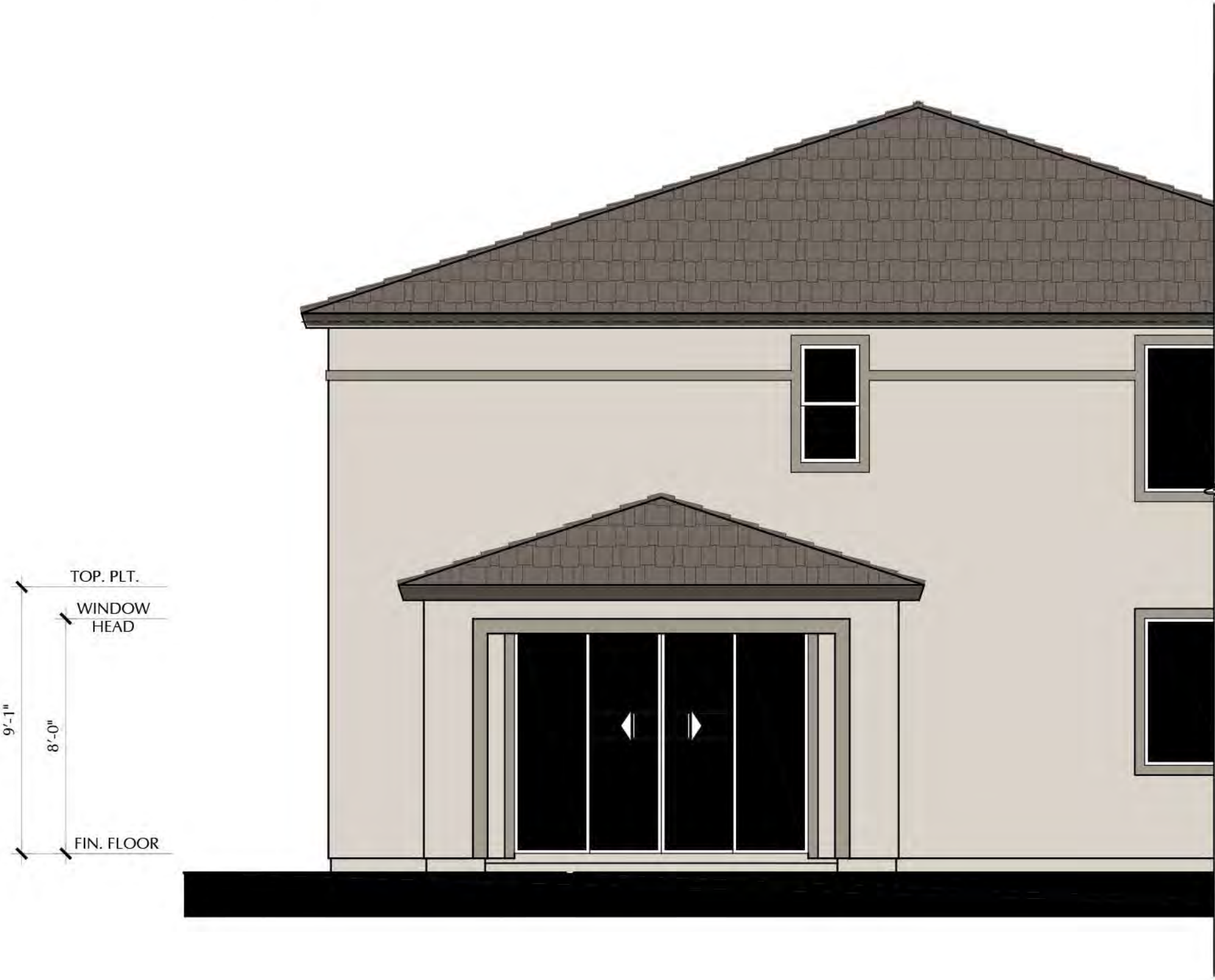
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ROOF PLAN

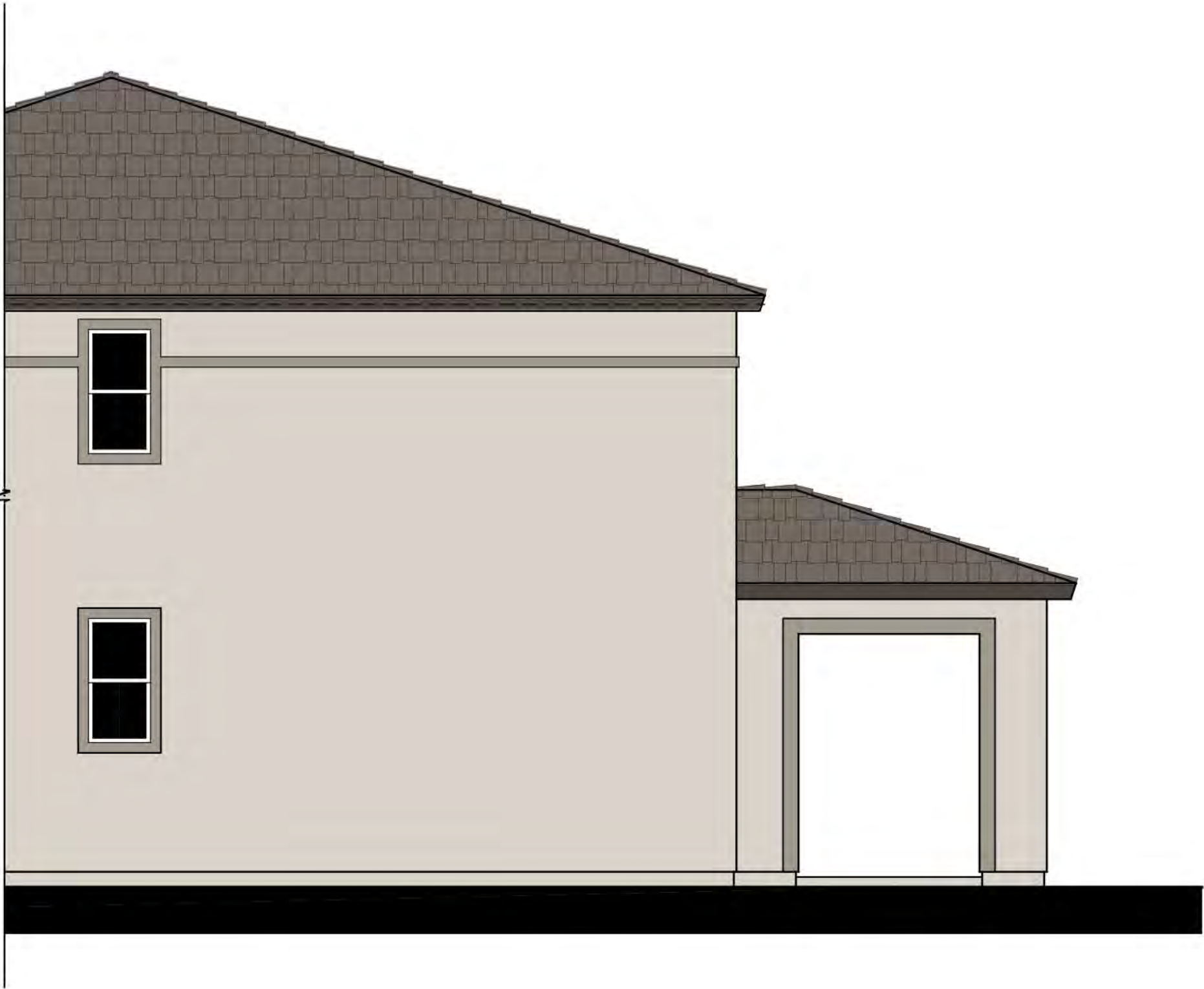


LEFT ELEVATION



TOP. PLT.
WINDOW
HEAD
9'-1"
8'-0"
FIN. FLOOR

REAR ELEVATION



RIGHT ELEVATION

N924 - AMMOLITE
COVERED PATIO ELEVATIONS D - PRAIRIE -

SCALE: 1/4"=1'-0"
0 2' 4' 8'



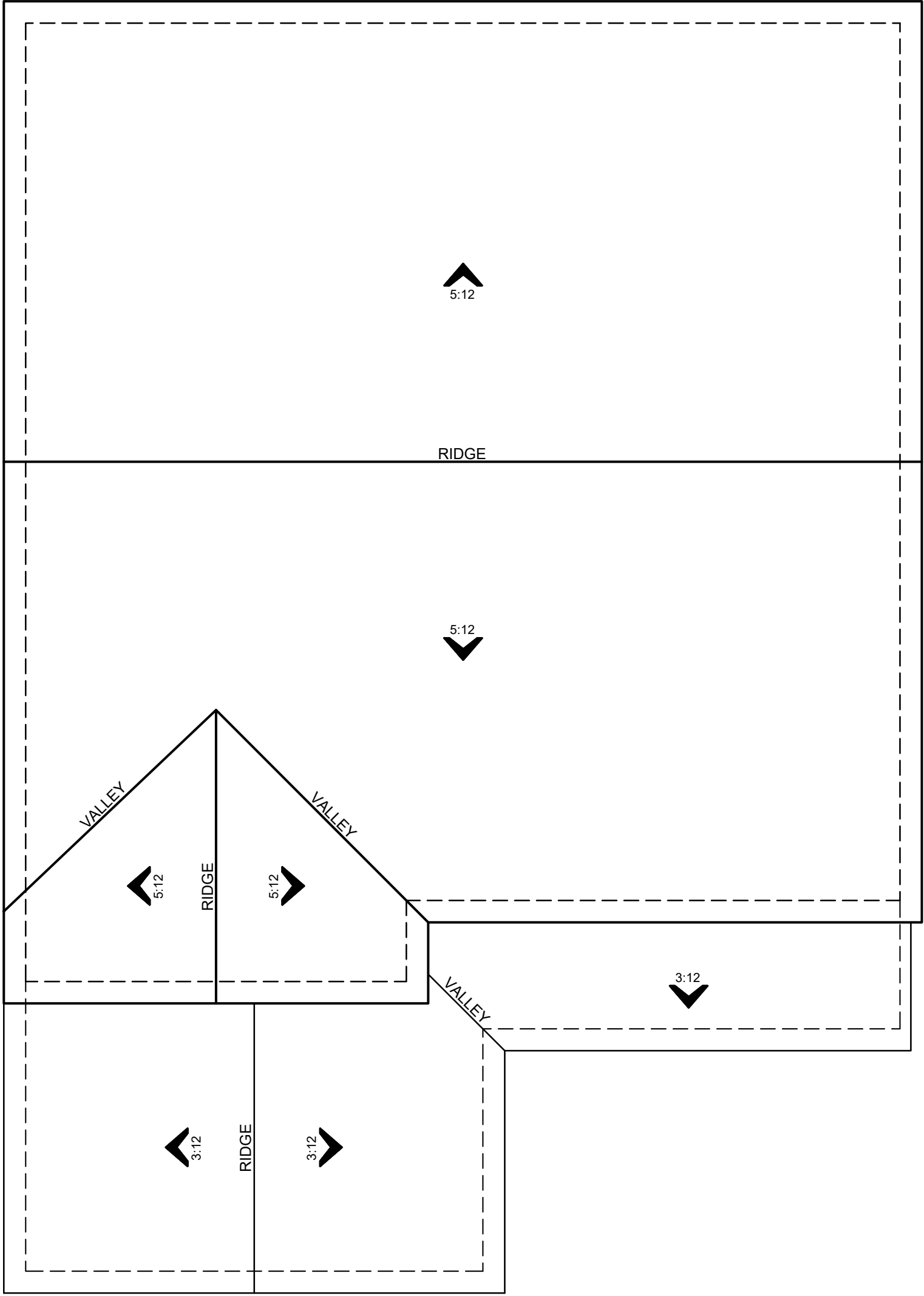
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RANCHO CORDOVA, CALIFORNIA

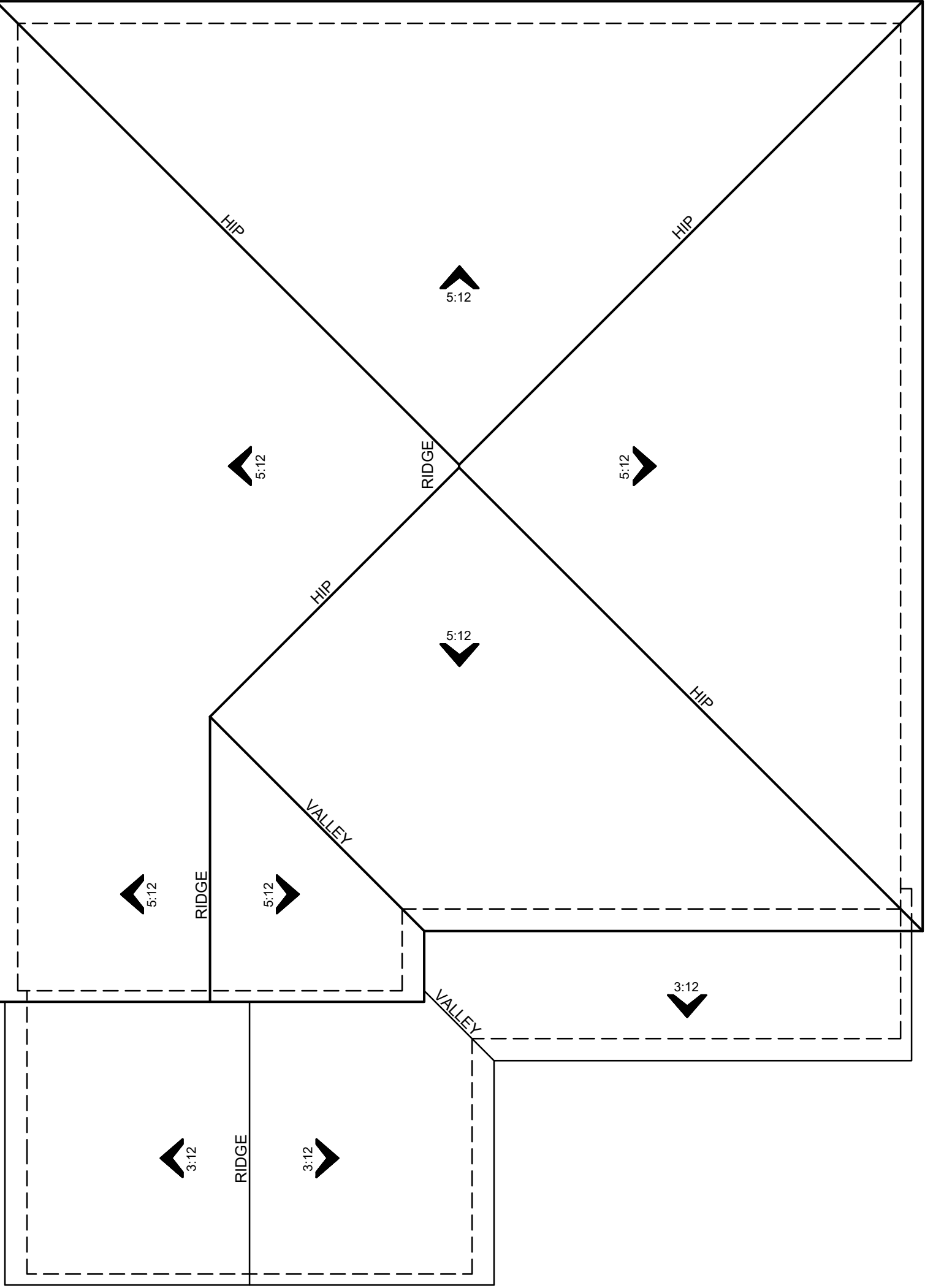
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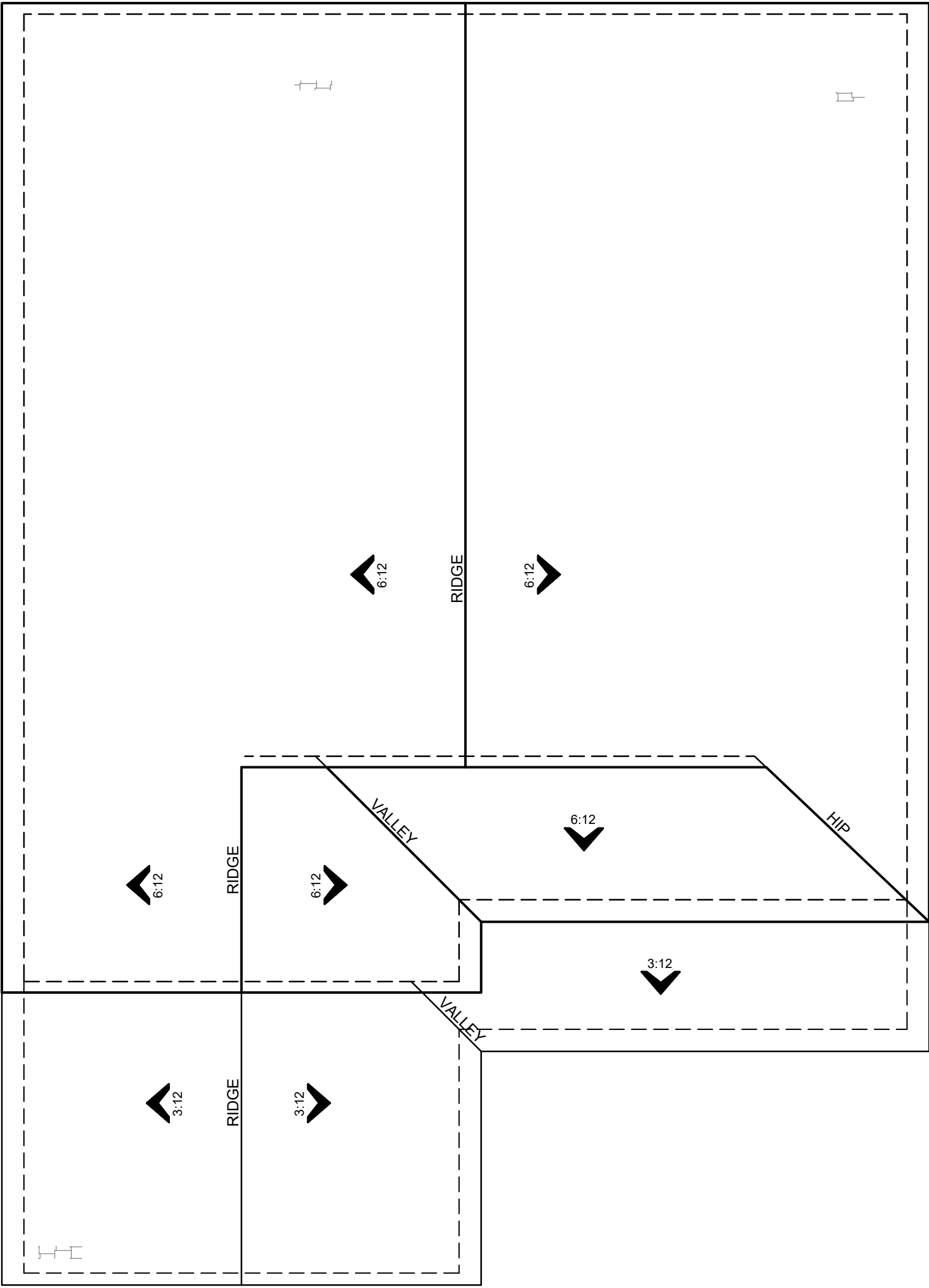
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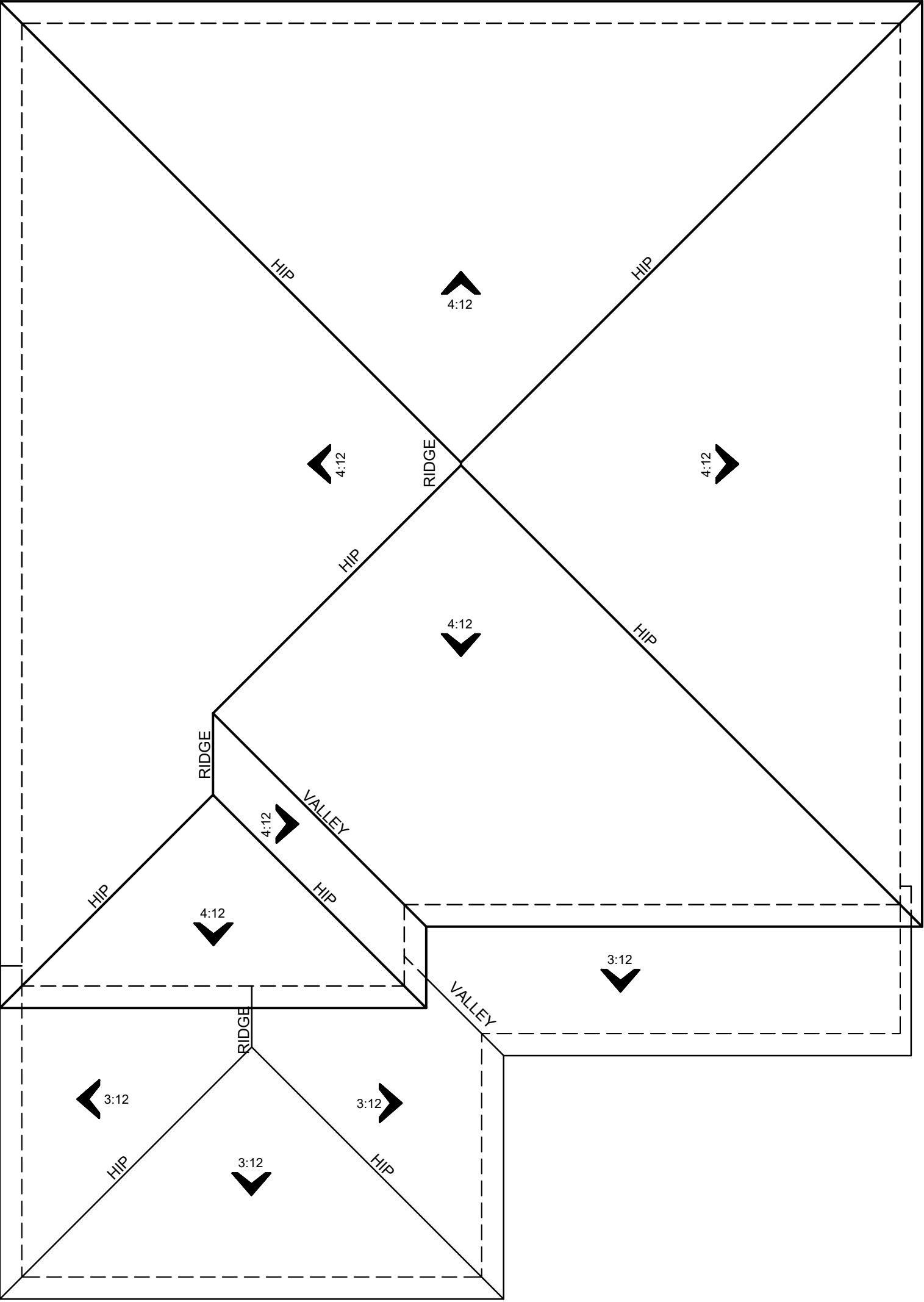
FARMHOUSE-A



CRAFTSMAN - B

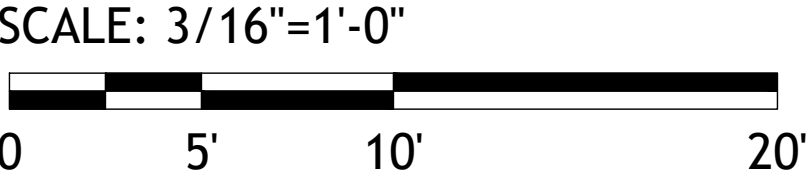


WINE COUNTRY - C



PRAIRIE- D

N924 - AMMOLITE
ROOF PLANS



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'A' ELEVATIONS
FARMHOUSE

SCHEME #1

BODY STUCCO

SW7017 DORIAN GRAY

FOAM TRIM

SW7006 EXTRA WHITE

BOARD & BATTEN

SW7015 REPOSE GRAY

SHUTTERS

SW7674 PEPPERCORN

FASCIAS & EAVES

SW7006 EXTRA WHITE

ENTRY DOOR

SW7593 RUSTIC RED

GARAGE DOOR

SW7674 PEPPERCORN

ROOFING

EAGLE ROOFING- PONDEROSA
5679 LIGHT GRAY RANGE
OR EQUAL

SCHEME #2

BODY STUCCO

SW7036 ACCESSIBLE BEIGE

FOAM TRIM

SW7012 CREAMY

BOARD & BATTEN

SW7504 KEYSTONE GRAY

SHUTTERS

SW6222 RIVERWAY

FASCIAS & EAVES

SW7012 CREAMY

ENTRY DOOR

SW6222 RIVERWAY

GARAGE DOOR

SW7504 KEYSTONE GRAY

ROOFING

EAGLE ROOFING- PONDEROSA
5634 KINGS CANYON BLEND
OR EQUAL

SCHEME #3

BODY STUCCO

SW7029 AGREEABLE GRAY

FOAM TRIM

SW7005 PURE WHITE

BOARD & BATTEN

SW7019 GAUNTLET GRAY

SHUTTERS

SW0005 DEEPEST MAUVE

FASCIAS & EAVES

SW7005 PURE WHITE

ENTRY DOOR

SW0005 DEEPEST MAUVE

GARAGE DOOR

SW9170 ACIER

ROOFING

EAGLE ROOFING- PONDEROSA
5552 CANYON GRAY- OR EQUAL

SCHEME #4

BODY STUCCO

SW7554 STEAMED MILK

FOAM TRIM

SW7566 WESTHIGHLAND WHITE

SIDING

SW9084 COCOA WHIP

SHUTTERS

SW7675 SEALSKIN

FASCIAS & EAVES

SW7566 WESTHIGHLAND WHITE

ENTRY DOOR

SW7675 SEALSKIN

GARAGE DOOR

SW9084 COCOA WHIP

ROOFING

STONE VENEER

EAGLE ROOFING- PONDEROSA
5808 TOMBSTONE BLEND
OR EQUAL

CORONADO: COUNTRY
RUBBLE - TEXAS CREAM
OR EQUAL

SCHEME #5

BODY STUCCO

SW7045 INTELLECTUAL GRAY

FOAM TRIM

SW7526 MAISON BLANCHE

SIDING

SW2848 ROYCROFT PEWTER

SHUTTERS

SW2848 ROYCROFT PEWTER

FASCIAS & EAVES

SW7526 MAISON BLANCHE

ENTRY DOOR

SW7020 BLACK FOX

GARAGE DOOR

SW7020 BLACK FOX

ROOFING

STONE VENEER

EAGLE ROOFING- PONDEROSA
5687 BROWN GRAY RANGE
OR EQUAL

CORONADO: COUNTRY
RUBBLE - GREY QUARTZITE
OR EQUAL

SCHEME #6

BODY STUCCO

SW2835 CRAFTSMAN BROWN

FOAM TRIM

SW2808 ROOKWOOD DARK BROWN

SIDING

SW7036 ACCESSIBLE BEIGE

SHUTTERS

SW2808 ROOKWOOD DARK BROWN

FASCIAS & EAVES

SW2808 ROOKWOOD DARK BROWN

ENTRY DOOR

SW2846 ROYCROFT BRONZE GREEN

GARAGE DOOR

SW2808 ROOKWOOD DARK BROWN

ROOFING

STONE VENEER

EAGLE ROOFING- PONDEROSA
5502 ARCADIA
OR EQUAL

CORONADO: COUNTRY
RUBBLE - COASTAL BROWN
OR EQUAL

'C' ELEVATIONS
WINE COUNTRY

SCHEME #7

BODY STUCCO

SW9109 NATURAL LINEN

FOAM TRIM

SW7020 BLACK FOX

SHUTTERS

SW7020 BLACK FOX

FASCIAS & EAVES

SW7020 BLACK FOX

ENTRY DOOR

SW7624 SLATE TILE

GARAGE DOOR

SW7018 DOVETAIL

SIDING

SW7018 DOVETAIL

ROOFING

STONE VENEER

EAGLE ROOFING- TAPERED SLATE-
49634 KINGS CANYON BLEND
OR EQUAL

CORONADO- EURO VILLA -
TIMBERLAKE OR EQUAL

SCHEME #8

BODY STUCCO

SW6141 SOFTER TAN

FOAM TRIM

SW6154 NACRE

SHUTTERS

SW6227 MEDITATIVE

FASCIAS & EAVES

SW7509 TIKI HUT

ENTRY DOOR

SW6227 MEDITATIVE

GARAGE DOOR

SW7509 TIKI HUT

SIDING

SW7501 THRESHOLD TAUPE

ROOFING

STONE VENEER

EAGLE ROOFING- TAPERED SLATE-
49655 MOUNT DORA BLEND
OR EQUAL

CORONADO- FRENCH COUNTRY
VILLA: BORDEAUX - OR EQUAL

SCHEME #9

BODY STUCCO

SW7012 CREAMY

FOAM TRIM

SW7051 ANALYTICAL GRAY

SHUTTERS

SW6192 COASTAL PLAIN

FASCIAS & EAVES

SW7032 WARM STONE

ENTRY DOOR

SW6192 COASTAL PLAIN

GARAGE DOOR

SW7032 WARM STONE

SIDING

SW6192 COASTAL PLAIN

ROOFING

STONE VENEER

EAGLE ROOFING- TAPERED
SLATE- 49581 ARCADIA CANYON
BLEND - OR EQUAL

CORONADO- TEXAS RUBBLE-
TEXAS CREAM - OR EQUAL

SCHEME #10

BODY STUCCO



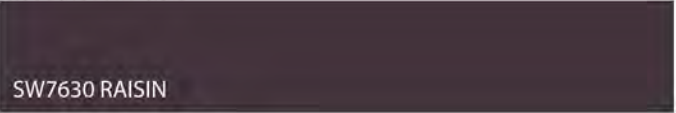
SW7015 REPOSE GRAY

FOAM TRIM



SW7018 DOVETAIL

ENTRY DOOR



SW7630 RAISIN

GARAGE DOOR



SW7019 GAUNTLET GRAY

FASCIAS & EAVES



SW7019 GAUNTLET GRAY

ROOFING



EAGLE ROOFING- BELAIR
4503 SIERRA MADRE
OR EQUAL

BRICK VENEER



CORONADO: SPECIAL USED
BRICK- WOLF GREY
OR EQUAL

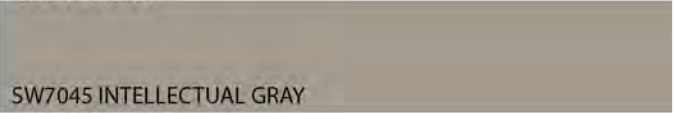
SCHEME #11

BODY STUCCO



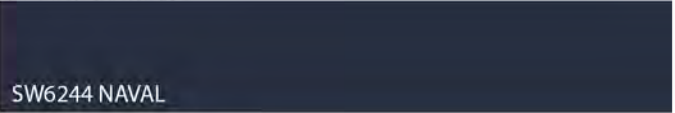
SW7043 WORLDLY GRAY

FOAM TRIM



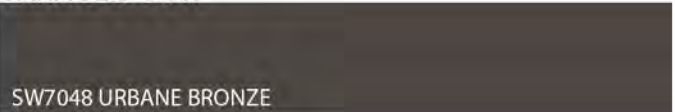
SW7045 INTELLECTUAL GRAY

ENTRY DOOR



SW6244 NAVAL

GARAGE DOOR



SW7048 URBANE BRONZE

FASCIAS & EAVES



SW7048 URBANE BRONZE

ROOFING



EAGLE ROOFING- BELAIR
4689 BROWN RANGE
OR EQUAL

BRICK VENEER



CORONADO: NEW ENGLAND
BRICK- CHARLESTON
OR EQUAL

SCHEME #12

BODY STUCCO



SW7569 STUCCO

FOAM TRIM



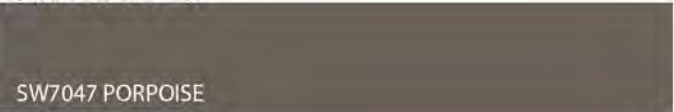
SW2827 COLONIAL REVIVIAL STONE

ENTRY DOOR



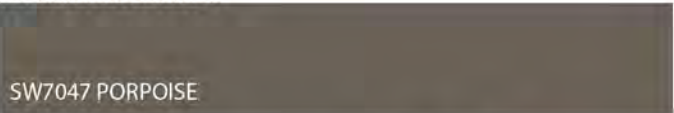
SW7622 HOMBURG GRAY

GARAGE DOOR



SW7047 PORPOISE

FASCIAS & EAVES



SW7047 PORPOISE

ROOFING



EAGLE ROOFING- BELAIR
4687 BROWN GRAY RANGE
OR EQUAL

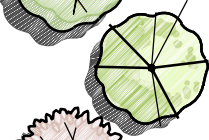
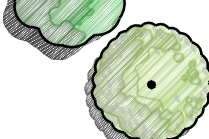
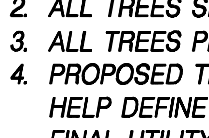
BRICK VENEER



CORONADO: SPECIAL USED
BRICK- EAGLE BUFF
OR EQUAL

STREET TREE MASTER PLAN - SHEET 1 OF 4
SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA
OCTOBER 2021

STREET TREE SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	WATER USE	QTY
	ACER TRUNCATUM / SHANTUNG MAPLE	15 GAL	LOW	32
	KOELREUTARIA BIPINNATA / CHINESE FLAME TREE	15 GAL	LOW	33
	NYSSA SYLVATICA / TUPELO	15 GAL	MEDIUM	59
	QUERCUS BUCKLEYI / TEXAS RED OAK	15 GAL	MEDIUM	42
	QUERCUS CANBYI / CHISOS OAK	15 GAL	LOW	28
	ULMUS DAVIDIANA VAR. JAPONICA 'EMERALD SUNSHINE' / EMERALD SUNSHINE ELM	15 GAL	MEDIUM	20
	ZELKOVA SERRATA 'CITY SPRITE' / CITY SPRITE ZELKOVA	15 GAL	MEDIUM	18

TREE PLANTING NOTES

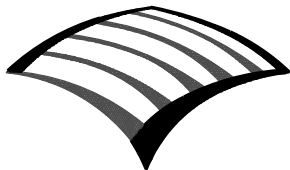
1. ALL TREES SHALL BE LOCATED AT LEAST TEN FEET (10') FROM ALL FIRE HYDRANTS.
2. ALL TREES SHALL BE LOCATED A MINIMUM TWENTY (20') FROM ALL STREET LIGHTS.
3. ALL TREES PLANTED WITHIN FIVE FEET (5') OF HARDSCAPE SHALL BE INSTALLED WITH ROOT BARRIER PANELS.
4. PROPOSED TREE LOCATIONS ARE BASED ON STANDARD JOINT TRENCH LOCATIONS. TREE LOCATIONS SHOWN ARE INTENDED TO HELP DEFINE QUANTITY OF TREES TO BE INSTALLED ON EACH RESIDENTIAL LOT. FINAL TREE LOCATIONS TO BE DETERMINED WHEN FINAL UTILITY LOCATIONS ARE PROVIDED. TREE PLACEMENT MAY BE ADJUSTED BUT THE TREE QUANTITIES PER LOT SHALL REMAIN AS SHOWN.
5. TREE SYMBOLS ARE SHOWN AT ROUGHLY 85% OF THEIR MATURE SIZE TO DEMONSTRATE SUFFICIENT ROOM FOR TREE GROWTH AND HEALTH.

PLANTING NOTES

1. LANDSCAPE WILL UTILIZE LOW AND MEDIUM WATER USE PLANT MATERIAL.
2. ALL SHRUB AND GROUND COVER AREAS ARE TO RECEIVE A 3" LAYER OF BARK MULCH OVER WEED FABRIC PER CITY OF RANCHO CORDOVA REQUIREMENTS. MULCH TO BE MEDIUM SIZED WALK-ON-BARK.

IRRIGATION NOTES

1. IRRIGATION DESIGN FOR THE SITE WILL COMPLY WITH THE WATER EFFICIENT LANDSCAPE ORDINANCE (WELO). ALL NECESSARY WELO DOCUMENTATION INCLUDING WATER CALCULATIONS, AND CERTIFICATES SHALL BE SUBMITTED WITH THE LANDSCAPE IMPROVEMENT PLANS FOR REVIEW AND APPROVAL.
2. IRRIGATION SYSTEMS WILL BE AUTOMATICALLY CONTROLLED BY A WELO COMPLIANT SMART CONTROLLER WITH RAIN SHUT-OFF SENSOR.
3. IRRIGATION DESIGN WILL UTILIZE HYDRO ZONING WHERE PLANTS ARE GROUPED ONTO SEPARATE VALVES ACCORDING TO SUN EXPOSURE AND WATER USE.
4. THE IRRIGATION SYSTEM WILL CONSIST PRIMARILY OF LOW FLOW HIGH EFFICIENCY DRIP APPLICATION FOR SHRUBS AND GROUNDCOVERS, AND BUBBLERS FOR TREES.



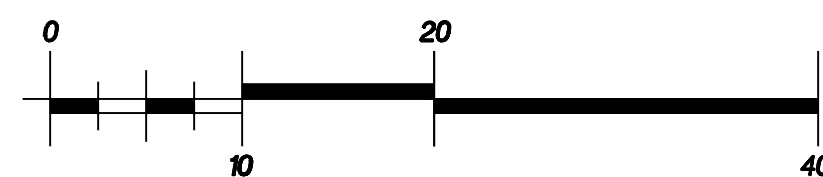
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767
SHEET 1 OF 4

TYPICAL FRONT YARD CONCEPTUAL LANDSCAPE PLAN - SHEET 2 OF 4

SEASONS AT MONTELENA

RANCHO CORDOVA, CALIFORNIA

SEPTEMBER 2021



REFER TO SHEET 3 FOR
CONCEPT PLANT
SCHEDULE

REFER TO SHEET 1 FOR
TREE, PLANTING AND
IRRIGATION NOTES.

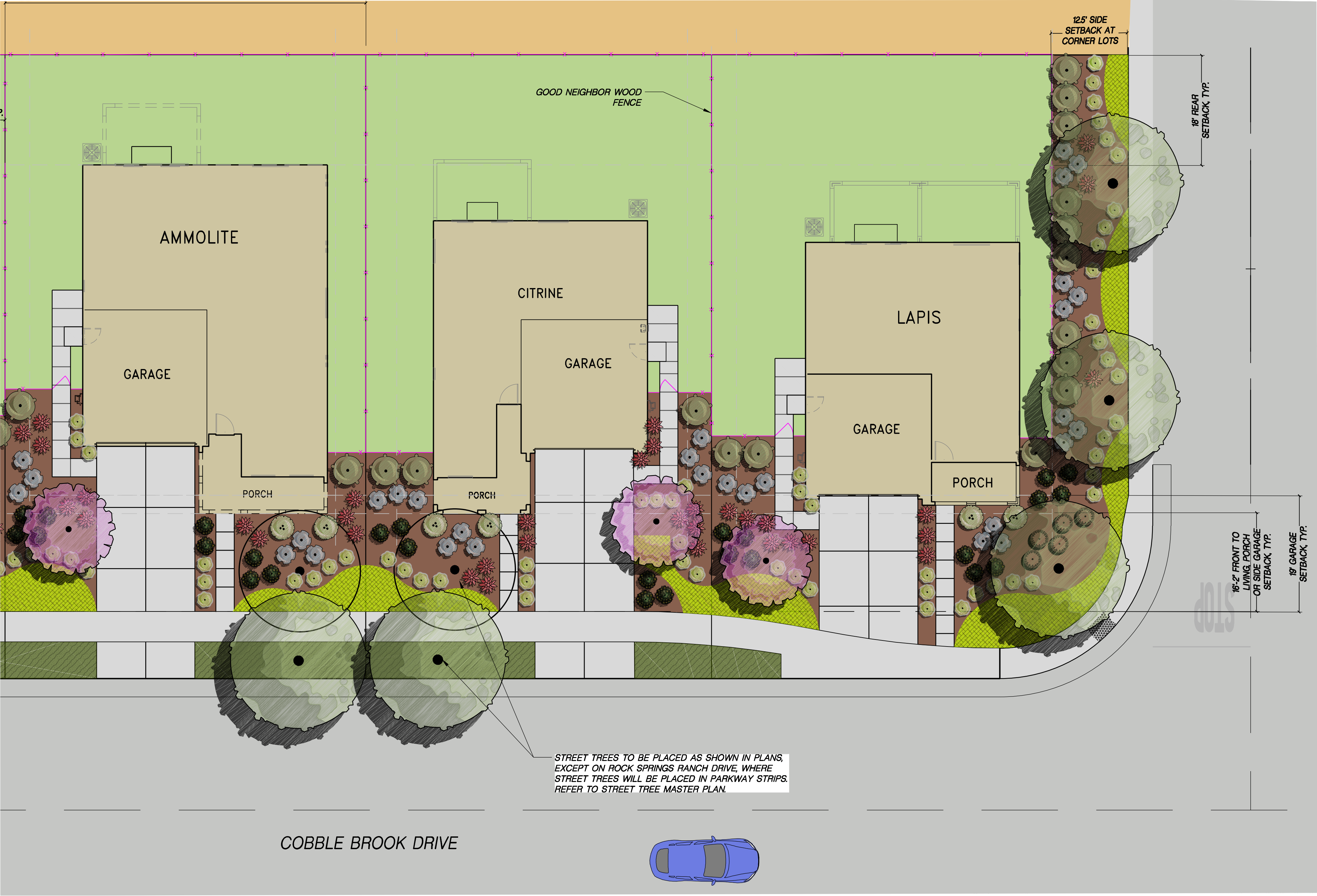
WOOD RODGERS
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3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767
SHEET 2 OF 4

TYPICAL FRONT YARD CONCEPTUAL LANDSCAPE PLAN

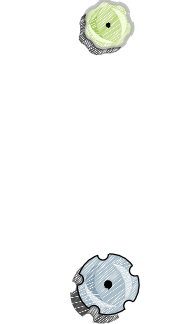
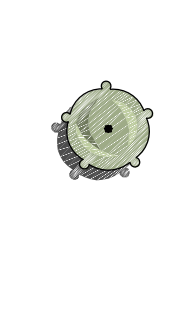
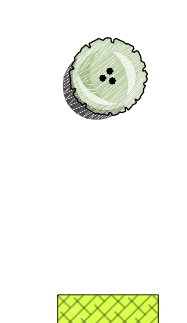
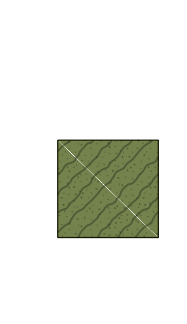
TYPICAL CORNER LOT CONCEPTUAL LANDSCAPE PLAN - SHEET 3 OF 4

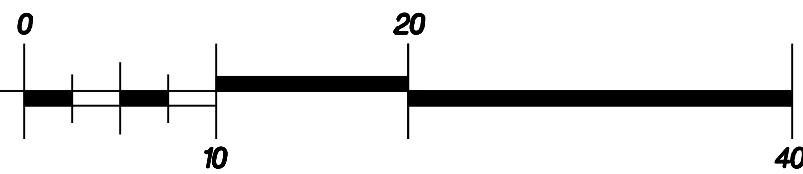
SEASONS AT MONTELENA

RANCHO CORDOVA, CALIFORNIA
SEPTEMBER 2021



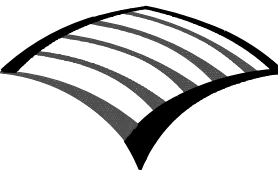
CONCEPT PLANT SCHEDULE

	"ST" / STREET TREE (REFER TO STREET TREE PLAN)	
	"AT" / ACCENT TREE (ALTERNATE SP. PER LOT) ARBUTUS X "MARINA" / ARBUTUS STANDARD KOELREUTERIA PANICULATA / GOLDEN RAIN TREE LAGERSTROEMIA X "MUSKOGEE" / LAVENDER CRAPE MYRTLE MULTI-TRUNK OLEA EUROPAEA "SWAN HILL" TM / SWAN HILL OLIVE	SIZE/WATER USE 15 GAL. LOW 15 GAL. MEDIUM 15 GAL. LOW 15 GAL. LOW
	"A" / SMALL FOUNDATION SHRUB (ALTERNATE SP. PER LOT) DIETES X "NOLA ALBA" / KATRINA AFRICAN IRIS EUONYMUS J. "MICROPHYLLA" / BOXLEAF EUONYMUS LOMANDRA LONGIFOLIA "BREEZE" / MAT RUSH WESTRINGIA FRUTICOSA "MUNDI" / COAST ROSEMARY	1 GAL. LOW 1 GAL. LOW 1 GAL. LOW 1 GAL. LOW
	"B" / MEDIUM FOUNDATION SHRUB (ALTERNATE SP. PER LOT) CALLISTEMON C. "LITTLE JOHN" / DWARF BOTTLEBRUSH LEUCOPHYLLUM FRUTESCENS "COMPACTA" / COMPACT TEXAS RANGER OLEA EUROPAEA "MONTRA" TM / LITTLE OLLIE OLIVE RHAPHIOLEPIS L. "BALLERINA" / INDIAN HAWTHORN	5 GAL. LOW 5 GAL. LOW 5 GAL. LOW 5 GAL. LOW
	"C" / LARGE FOUNDATION SHRUB (ALTERNATE SP. PER LOT) ARCTOSTAPHYLOS DENSIFLORA "HOWARD MCMINN" / HOWARD MCMINN VINE HILL MANZANITA LAURUS NOBILIS "MONRIK" TM / LITTLE RAGU SWEET BAY PHORMIUM T. "ATROPURPUREUM" / NEW ZEALAND FLAX RHAMNUS CALIFORNICA "EVE CASE" / CALIFORNIA COFFEEBERRY	5 GAL. LOW 5 GAL. LOW 5 GAL. LOW 5 GAL. LOW
	"D" / FOLIAGE ACCENT SHRUB (ALTERNATE SP. PER LOT) ACACIA COGNATA "ACCOG01" / COUSIN ITT LITTLE RIVER WATTLE MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS NANDINA DOMESTICA "GULF STREAM" / HEAVENLY BAMBOO PHORMIUM TENAX "TOM THUMB" / DWARF GREEN FLAX	5 GAL. LOW 5 GAL. LOW 5 GAL. LOW 5 GAL. LOW
	"E" / FLOWERING ACCENT SHRUB (ALTERNATE SP. PER LOT) GAURA L. "WHIRLING BUTTERFLIES" / WHIRLING BUTTERFLIES GAURA HEMEROCALLIS X "MONOLD" / EVERGREEN DAYLILY PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE SALVIA MICROPHYLLA "HOT LIPS" / HOT LIPS GRAHAM SAGE	5 GAL. LOW 5 GAL. LOW 5 GAL. LOW 5 GAL. LOW
	"F" / TALL COLUMNAR TREE/SHRUB (ALTERNATE SP. PER LOT TO PROMOTE SPECIES DIVERSITY) CALLISTEMON VIMINALIS "SLIM" / BOTTLE BRUSH CUPRESSUS S. "TINY TOWERS" / ITALIAN CYPRESS PODOCARPUS ELONGATUS "MONMAL" TM / ICEE BLUE YELLOW WOOD PODOCARPUS M. "MAKI" / PODOCARPUS	15 GAL. LOW 15 GAL. MEDIUM 15 GAL. MEDIUM 15 GAL. MEDIUM
	"GC" / GROUNDCOVERS - 36" O.C. TYP (ALTERNATE SPECIES PER LOT) COPROSMA PUMILA "VERDE VISTA" / CREEPING COPROSMA JUNIPERUS HORIZONTALIS "HUGHES" / HUGHES JUNIPER MYOPORUM PARVIFOLIUM "PROSTRATUM" / MYOPORUM ROSMARINUS OFFICINALIS "IRENE" TM / IRENE TRAILING ROSEMARY	1 GAL. LOW 1 GAL. LOW 1 GAL. LOW 1 GAL. LOW
	STRIP PLANTER GROUNDCOVER - 36" O.C. TYP BACCHARIS PILULARIS "PIGEON POINT" / PIGEON POINT COYOTE BRUSH CISTUS SALVIFOLIUS / ROCKROSE SAGELEAF MYOPORUM PARVIFOLIUM "PROSTRATUM" / MYOPORUM	1 GAL. LOW 1 GAL. LOW 1 GAL. LOW



STREET TREES TO BE PLACED AS SHOWN IN PLANS,
EXCEPT ON ROCK SPRINGS RANCH DRIVE, WHERE
STREET TREES WILL BE PLACED IN PARKWAY STRIPS.
REFER TO STREET TREE MASTER PLAN.

REFER TO SHEET 1 FOR
TREE, PLANTING AND
IRRIGATION NOTES.



WOOD RODGERS
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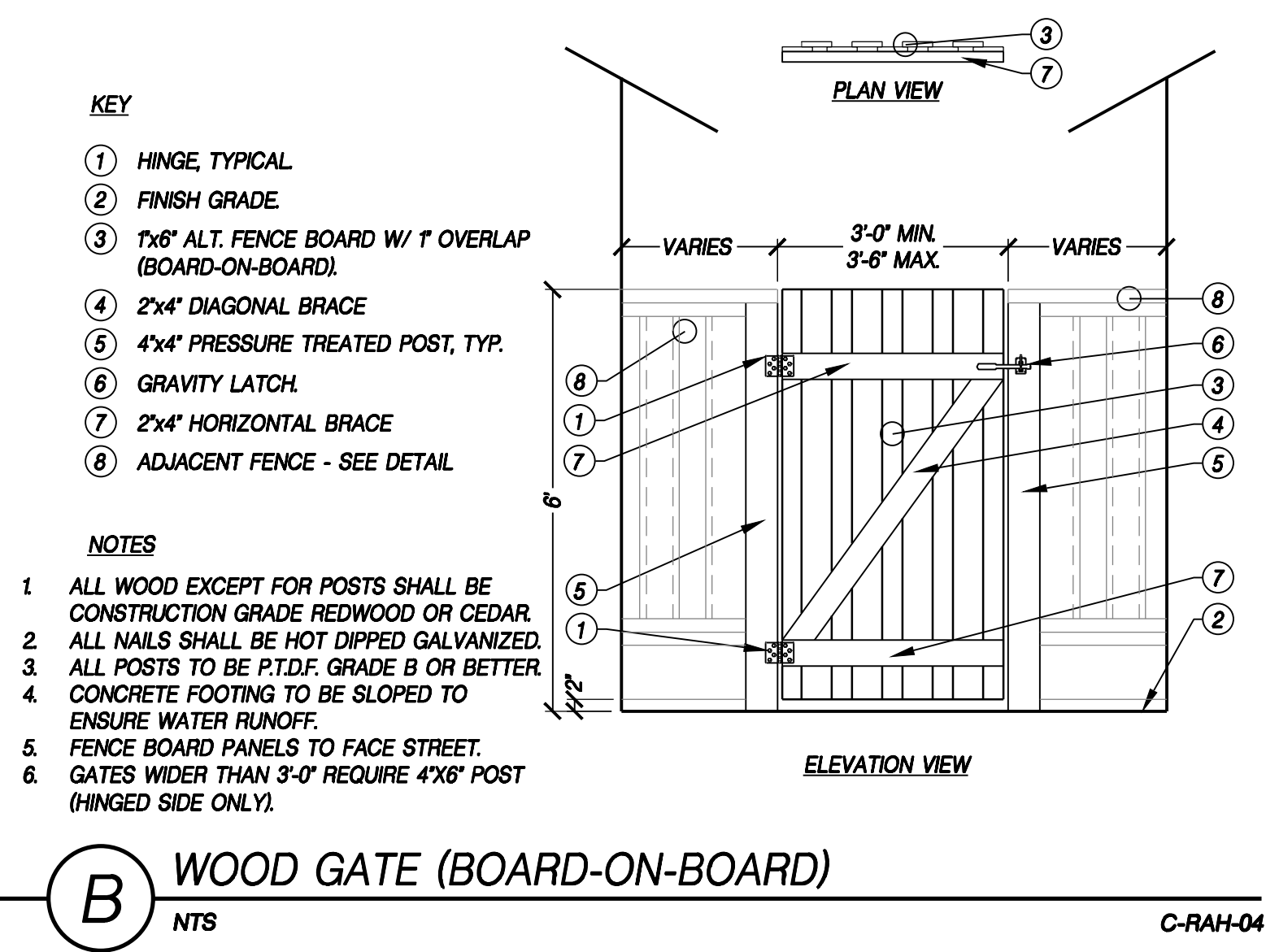
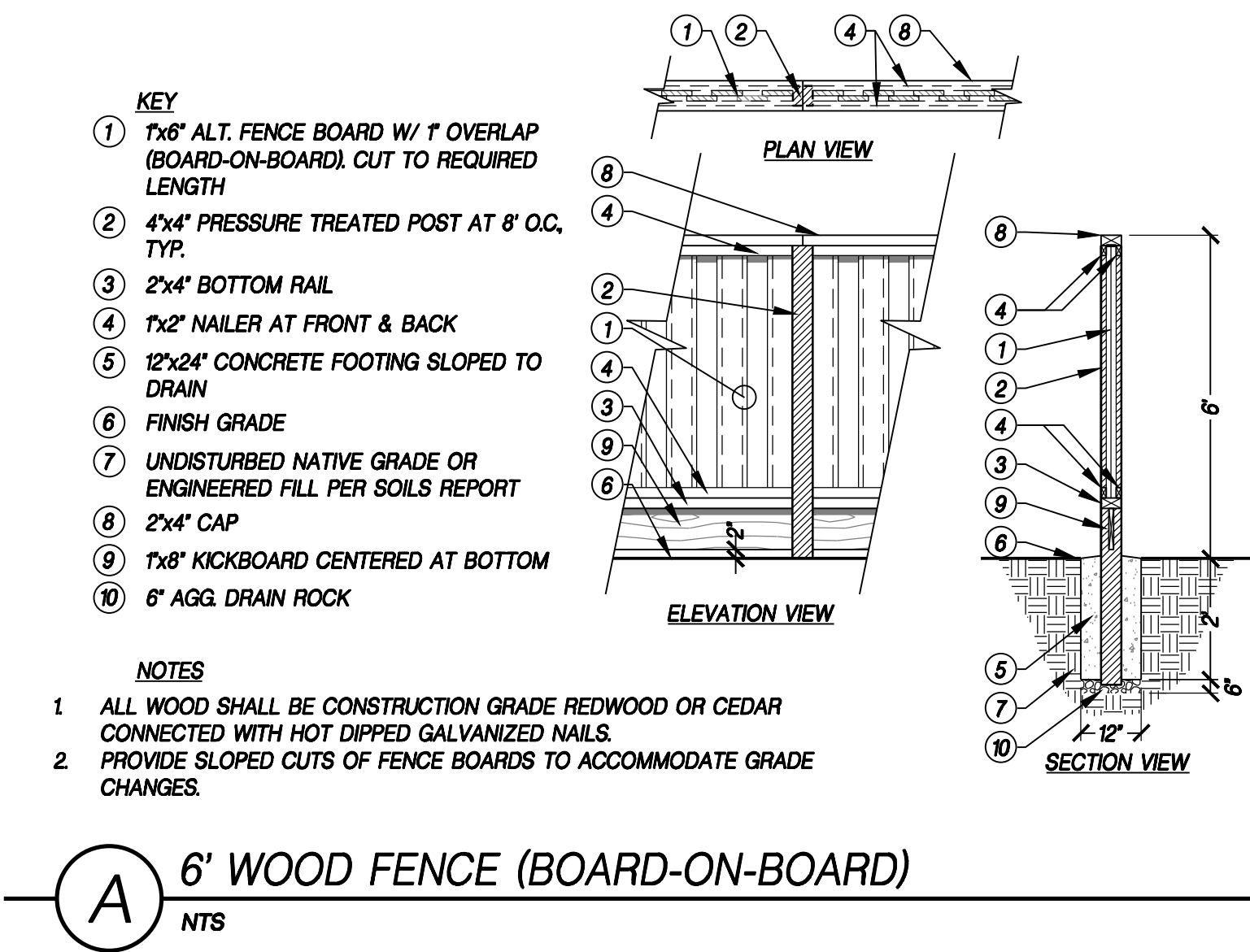
Tel 916.341.7760
Fax 916.341.7767
SHEET 3 OF 4

FENCE DETAILS - SHEET 4 OF 4

SEASONS AT MONTELENA

RANCHO CORDOVA, CALIFORNIA

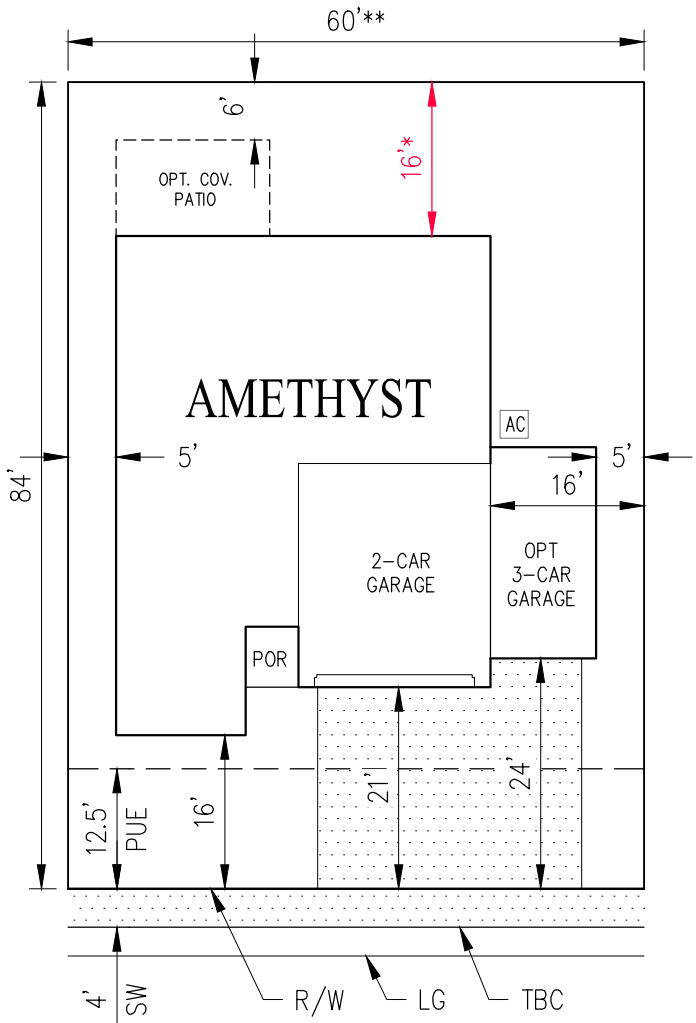
SEPTEMBER 2021



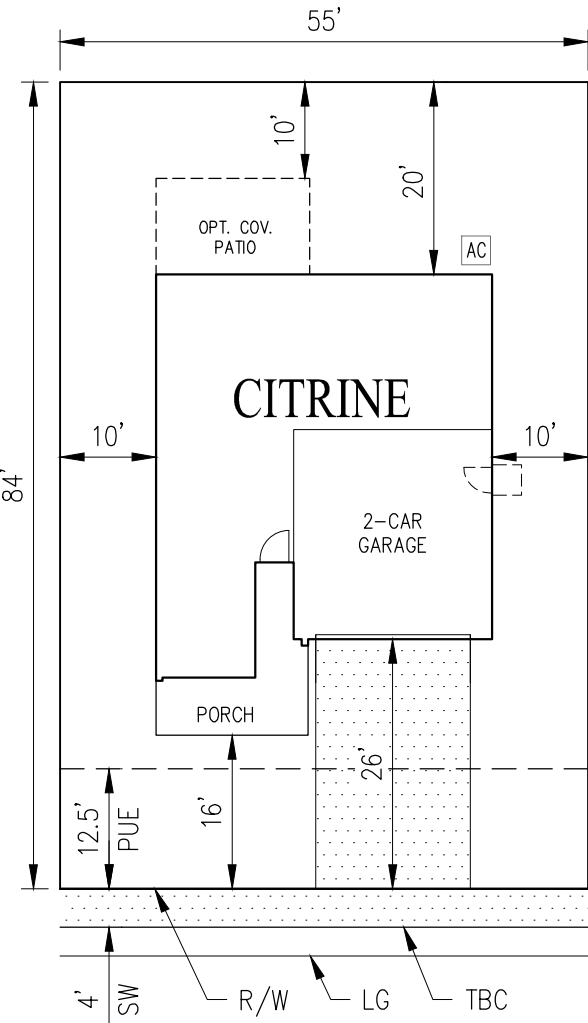
ITEM 10.1.

*DIMENSION LABELED IN RED DO NOT SATISFY THE MINIMUM SETBACK CRITERIA ON THE MINIMUM LOT DEPTH IN VILLAGE 3. HOWEVER, THE STRUCTURE MAY ENCROACH INTO THE REQUIRED REAR YARD SETBACK SO LONG AS THE "COMPENSATION REAR YARD" REQUIREMENTS ARE SATISFIED AS SET FORTH IN RCMC SECTION 23.704 (SEE APPENDIX D). BOTH AMETHYST AND AMMOLITE OFFER EXTRA SIDE YARD WIDTH ON THE STANDARD LOT, WHICH CAN BE APPLIED TOWARD THE COMPENSATION AREA.

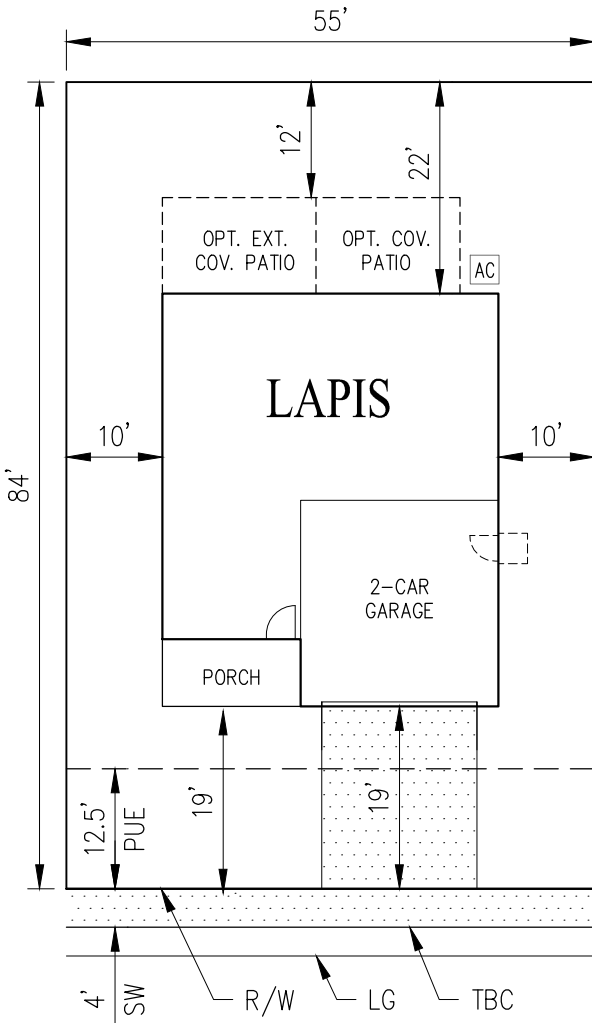
**AMETHYST WITH THE OPTIONAL 3-CAR GARAGE WILL FIT ON LOTS THAT ARE 60 FEET IN WIDTH. THE PLAN WILL FIT ON THE STANDARD 55-FOOT WIDE LOT WITHOUT THE OPTIONAL 3-CAR GARAGE.



FOOTPRINT W/ OPT. PATIO & GARAGE: 2,303 SF
LOT COVERAGE W/ OPT. PATIO & GARAGE: 49.3%



FOOTPRINT W/ OPT. PATIO: 1,648 SF
LOT COVERAGE W/ OPT. PATIO: 35.3%



FOOTPRINT W/ OPT. EXT. PATIO: 1,815 SF
LOT COVERAGE W/ OPT. EXT. PATIO: 38.8%

MINIMUM SETBACK REQUIREMENTS (MONOLITHIC SIDEWALK):

AS DEFINED BY THE RANCHO CORDOVA MUNICIPAL CODE (RCMC) RESIDENTIAL ZONING DISTRICTS DEVELOPMENT STANDARDS AND THE SUNRIDGE SPECIFIC PLAN DEVELOPMENT DESIGN STANDARDS. SEE APPENDIX D.

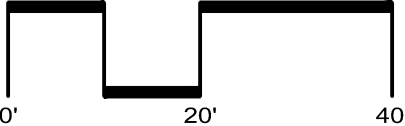
- FRONT – GARAGE: 19'
- FRONT – LIVING AREA/PORCH: 16'
- SIDE – INTERIOR: 5' ON ONE SIDE 4' ON THE OTHER (9' BETWEEN HOUSES)
- SIDE – STREET: 12.5'
- REAR YARD: 20% OF LOT DEPTH (17' FOR 85' DEEP LOT) (SEE NOTE 2)
- REAR YARD TO COVERED PATIO: 5' (SEE NOTE 3)
- MAX. LOT COVERAGE: 75%

NOTES:

- PER THE SUNRIDGE SPECIFIC PLAN DEVELOPMENT DESIGN STANDARD (DS) 77, GARAGES ARE ENCOURAGED TO BE RECESSED BEHIND LIVING SPACE. JUNE COWLES, PLANNER WITH THE CITY OF RANCHO CORDOVA, CONFIRMED 7/16/21 THAT HAVING THE SETBACK TO THE PORCH EQUAL TO THAT OF THE GARAGE (AS IS PROPOSED WITH LAPIS) IS ACCEPTABLE.
- PER RCMC, STRUCTURES MAY ENCROACH IN THE REAR YARD PER "COMPENSATION REAR YARD" REQUIREMENTS SET FORTH IN SECTION 23.704. SEE APPENDIX D.
- PER RCMC SECTION 23.704, STRUCTURES THAT ARE ATTACHED TO THE PRIMARY DWELLING AND THAT HAVE LIMITED OR NO ENCLOSURE (E.G. PATIO COVERS) ARE ALLOWED TO PROJECT INTO THE REQUIRED REAR AND INTERIOR SIDE YARD SETBACK, PROVIDED THEY MAINTAIN A MINIMUM FIVE-FOOT SETBACK FROM THE REAR AND INTERIOR SIDE PROPERTY LINES. THIS ALLOWANCE SHALL NOT BE SUBJECT TO THE "COMPENSATION REAR YARD" REQUIREMENTS.

**TYPICAL LOT FIT
MONTELENA VILLAGE 3**

CITY OF RANCHO CORDOVA SACRAMENTO COUNTY CALIFORNIA
SCALE: 1"=20' DATE: AUGUST 4, 2021



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM

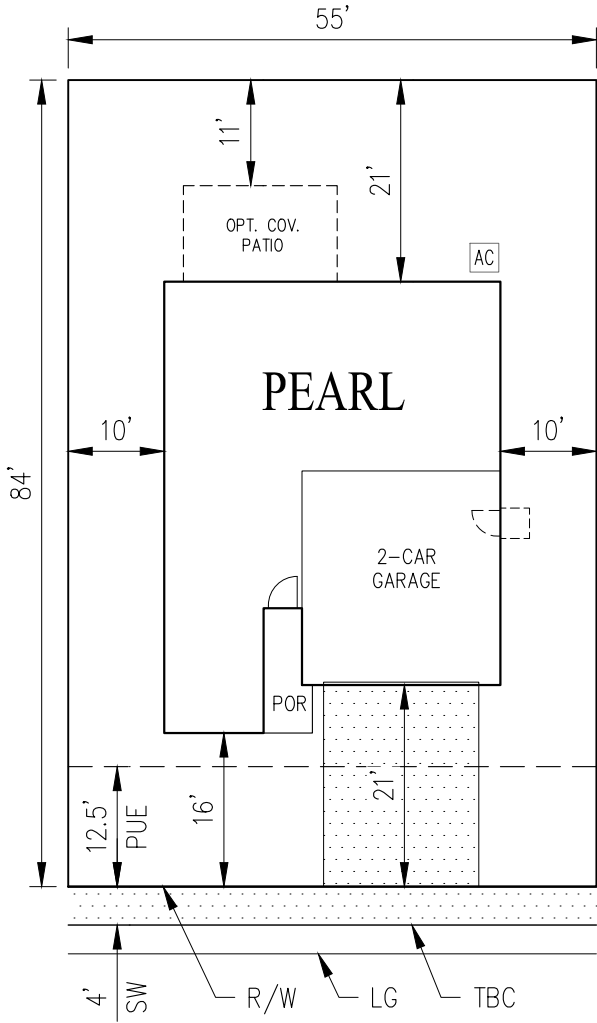
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1

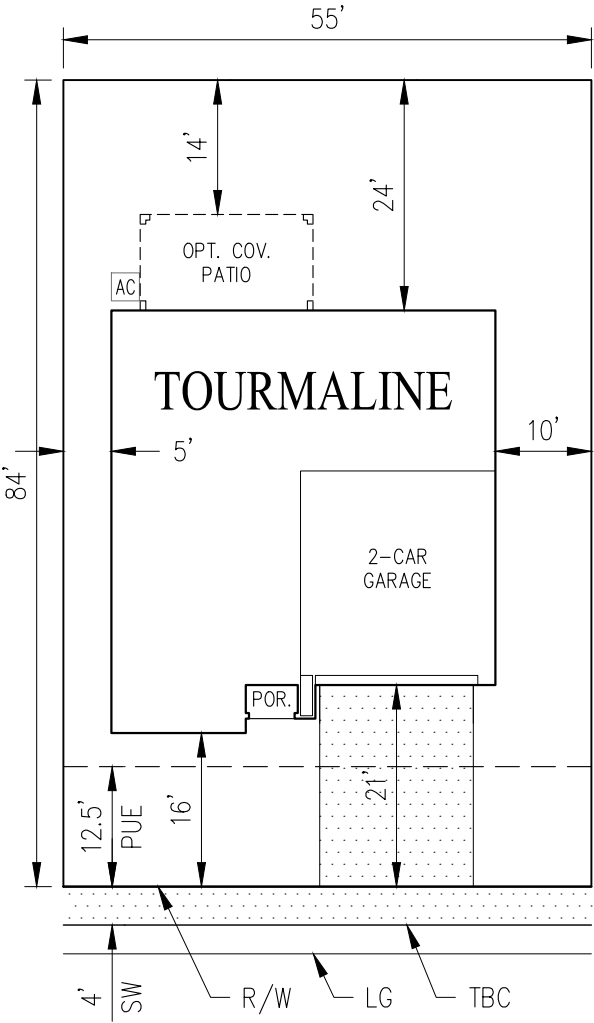
OF 2 SHEETS

ITEM 10.1.

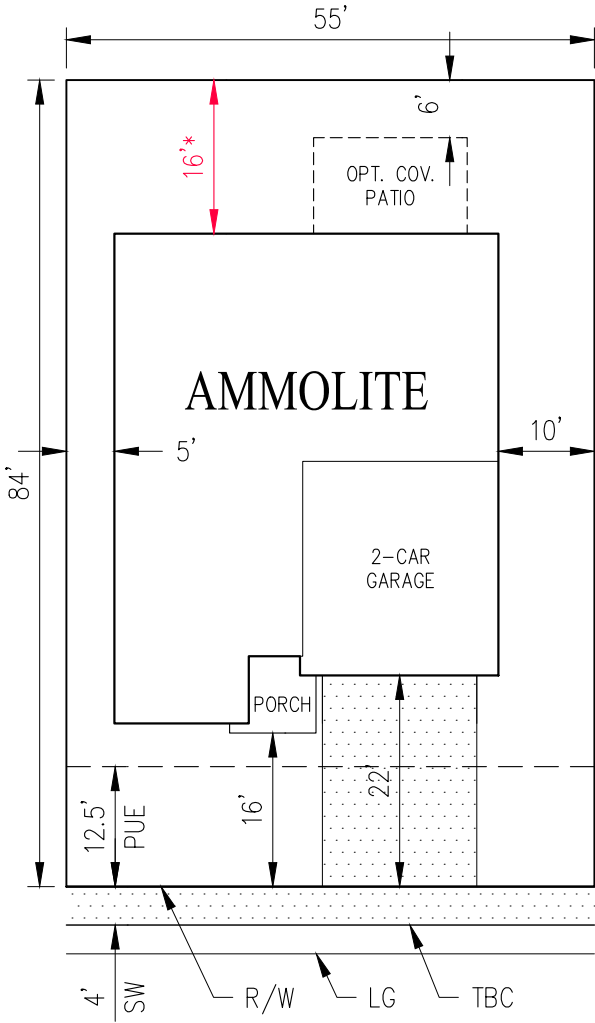
*DIMENSION LABELED IN RED DO NOT SATISFY THE MINIMUM SETBACK CRITERIA ON THE MINIMUM LOT DEPTH IN VILLAGE 3. HOWEVER, THE STRUCTURE MAY ENCROACH INTO THE REQUIRED REAR YARD SETBACK SO LONG AS THE "COMPENSATION REAR YARD" REQUIREMENTS ARE SATISFIED AS SET FORTH IN RCMC SECTION 23.704 (SEE APPENDIX D). BOTH AMETHYST AND AMMOLITE OFFER EXTRA SIDE YARD WIDTH ON THE STANDARD LOT, WHICH CAN BE APPLIED TOWARD THE COMPENSATION AREA.



FOOTPRINT W/ OPT. PATIO: 1,707 SF
LOT COVERAGE W/ OPT. PATIO: 36.5%



FOOTPRINT W/ OPT. PATIO: 1,818 SF
LOT COVERAGE W/ OPT. PATIO: 38.9%



FOOTPRINT W/ OPT. PATIO: 2,114 SF
LOT COVERAGE W/ OPT. PATIO: 45.2%

MINIMUM SETBACK REQUIREMENTS (MONOLITHIC SIDEWALK):

AS DEFINED BY THE RANCHO CORDOVA MUNICIPAL CODE (RCMC) RESIDENTIAL ZONING DISTRICTS DEVELOPMENT STANDARDS AND THE SUNRIDGE SPECIFIC PLAN DEVELOPMENT DESIGN STANDARDS. SEE APPENDIX D.

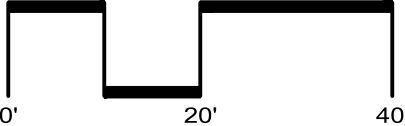
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NOTES:

- PER THE SUNRIDGE SPECIFIC PLAN DEVELOPMENT DESIGN STANDARD (DS) 77, GARAGES ARE ENCOURAGED TO BE RECESSED BEHIND LIVING SPACE. JUNE COWLES, PLANNER WITH THE CITY OF RANCHO CORDOVA, CONFIRMED 7/16/21 THAT HAVING THE SETBACK TO THE PORCH EQUAL TO THAT OF THE GARAGE (AS IS PROPOSED WITH LAPIS) IS ACCEPTABLE.
- PER RCMC, STRUCTURES MAY ENCROACH IN THE REAR YARD PER "COMPENSATION REAR YARD" REQUIREMENTS SET FORTH IN SECTION 23.704. SEE APPENDIX D.
- PER RCMC SECTION 23.704, STRUCTURES THAT ARE ATTACHED TO THE PRIMARY DWELLING AND THAT HAVE LIMITED OR NO ENCLOSURE (E.G. PATIO COVERS) ARE ALLOWED TO PROJECT INTO THE REQUIRED REAR AND INTERIOR SIDE YARD SETBACK, PROVIDED THEY MAINTAIN A MINIMUM FIVE-FOOT SETBACK FROM THE REAR AND INTERIOR SIDE PROPERTY LINES. THIS ALLOWANCE SHALL NOT BE SUBJECT TO THE "COMPENSATION REAR YARD" REQUIREMENTS.

**TYPICAL LOT FIT
MONTELENA VILLAGE 3**

CITY OF RANCHO CORDOVA SACRAMENTO COUNTY CALIFORNIA
SCALE: 1"=20' DATE: AUGUST 4, 2021



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SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM

SHEET NO.

2

OF 2 SHEETS

ITEM 10.1.**Exhibit A to the Resolution****MINIMUM SETBACK REQUIREMENTS (MONOLITHIC SIDEWALK):**

AS DEFINED BY THE RANCHO CORDOVA MUNICIPAL CODE (RCMC) RESIDENTIAL ZONING DISTRICTS DEVELOPMENT STANDARDS AND THE SUNRIDGE SPECIFIC PLAN DEVELOPMENT DESIGN STANDARDS. SEE APPENDIX D.

FRONT – GARAGE: 19'

FRONT – LIVING AREA/PORCH: 16'

SIDE – INTERIOR: 5' ON ONE SIDE 4' ON THE OTHER (9' BETWEEN HOUSES)

SIDE – STREET: 12.5'

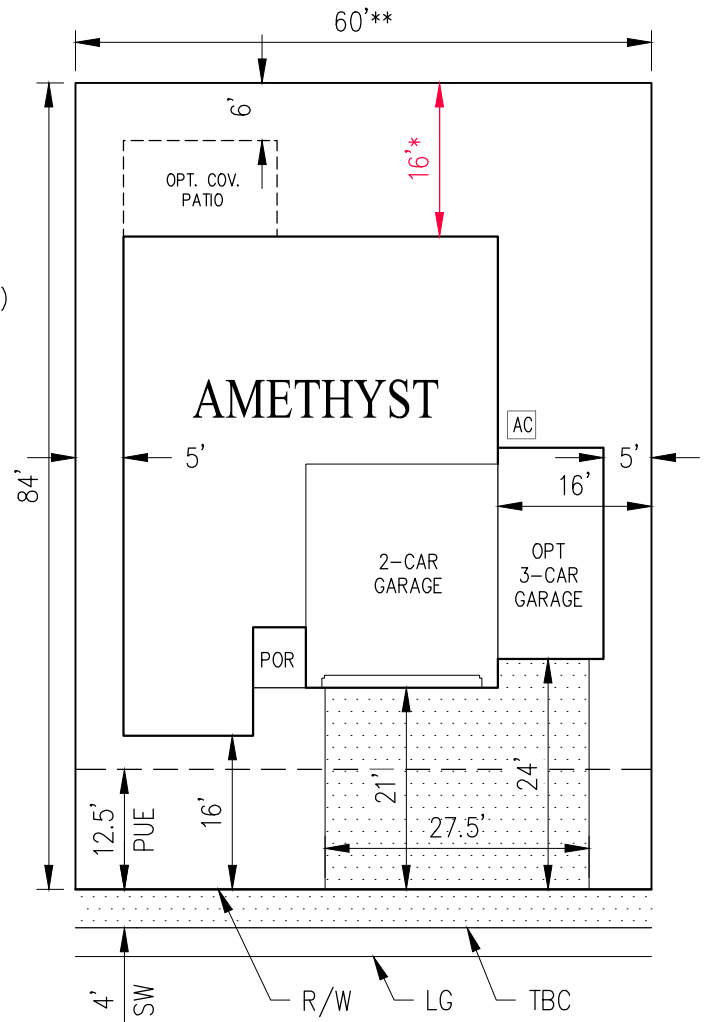
REAR YARD: 20% OF LOT DEPTH (17' FOR 85' DEEP LOT) (SEE NOTE 2)

REAR YARD TO COVERED PATIO: 5' (SEE NOTE 3)

MAX. LOT COVERAGE: 75%

NOTES:

1. PER RCMC, STRUCTURES MAY ENCROACH IN THE REAR YARD PER "COMPENSATION REAR YARD" REQUIREMENTS SET FORTH IN SECTION 23.704. SEE APPENDIX D.
2. PER RCMC SECTION 23.704, STRUCTURES THAT ARE ATTACHED TO THE PRIMARY DWELLING AND THAT HAVE LIMITED OR NO ENCLOSURE (E.G. PATIO COVERS) ARE ALLOWED TO PROJECT INTO THE REQUIRED REAR AND INTERIOR SIDE YARD SETBACK, PROVIDED THEY MAINTAIN A MINIMUM FIVE-FOOT SETBACK FROM THE REAR AND INTERIOR SIDE PROPERTY LINES. THIS ALLOWANCE SHALL NOT BE SUBJECT TO THE "COMPENSATION REAR YARD" REQUIREMENTS.



FOOTPRINT W/ OPT. PATIO & GARAGE: 2,303 SF

LOT COVERAGE W/ OPT. PATIO & GARAGE: 49.3%

*DIMENSION LABELED IN RED DO NOT SATISFY THE MINIMUM SETBACK CRITERIA ON THE MINIMUM LOT DEPTH IN VILLAGE 3. HOWEVER, THE STRUCTURE MAY ENCROACH INTO THE REQUIRED REAR YARD SETBACK SO LONG AS THE "COMPENSATION REAR YARD" REQUIREMENTS ARE SATISFIED AS SET FORTH IN RCMC SECTION 23.704 (SEE APPENDIX D). AMETHYST OFFERS EXTRA SIDE YARD WIDTH ON THE STANDARD LOT, WHICH CAN BE APPLIED TOWARD THE COMPENSATION AREA.

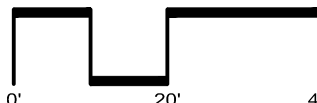
**AMETHYST WITH THE OPTIONAL 3-CAR GARAGE WILL FIT ON LOTS THAT ARE 60 FEET IN WIDTH. THE PLAN WILL FIT ON THE STANDARD 55-FOOT WIDE LOT WITHOUT THE OPTIONAL 3-CAR GARAGE.

TYPICAL LOT FIT

MONTELENA VILLAGE 3

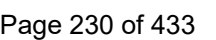
CITY OF RANCHO CORDOVA SACRAMENTO COUNTY CALIFORNIA

SCALE: 1"=20' DATE: NOVEMBER 9, 2021



SAN RAMON (925) 866-0322
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ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
On-Going Conditions				
1.	The approved entitlement is for a Major Design Review Amendment for the Montelena Village 3 Subdivision. The project shall be constructed consistent with the Design Booklet (<u>Exhibit A</u>) for five residential floor plans with four elevations and preliminary landscape plans as approved through Resolution 212-2021, for Project No. PLND-0922-0053	Project Description	On-Going	Planning
2.	Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by the City of Rancho Cordova ("City") and its agents, officers, consultants, and employees ("City's Agents") from any and all claims, actions, suits, or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. Nothing in this paragraph obligates the City to defend any Claim and the City is not required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City.	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

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
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@cityoffranchocordova.org for the status of your account with the City.	General	On-Going	Planning
5.	The Permit is valid for a period of three (3) years from the date of City Council approval unless an extension is granted by the Community Development Director or substantial construction of the permitted use or project has commenced and is diligently pursued to completion.	Expiration	On-Going	Planning
6.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element, RCMC 6.68 and RCMC 16.18.1407(F).	Noise	On-Going	Code Enforcement /Building
7.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning
8.	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.	Easements	On-Going	SMUD
9.	The Applicant shall disclose existing or proposed 69kV electrical facilities to future and/or potential owners.	Facility Disclosure	On-Going	SMUD

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
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	On-Going	SMUD
11.	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.	Future Facility	On-Going	SMUD
12.	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.	Irrevocable Offer of Dedication	On-Going	SMUD
Prior to Issuance of Building Permit				
13.	Submit Master Plans that include final landscaping and fence plans for review and approval by the Planning Department. Master Plans shall include all architectural details and materials consistent with the approved design review packet.	Landscape and architecture	Prior to Issuance of Building Permit	Planning
14.	Final landscape plan shall include the addition of weed barrier installed in Front yard prior to installation of ground cover for each production home.	Weed Barrier	Prior to Issuance of Building Permit	Planning

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
15.	The following criteria will be used to ensure the project meets the adopted design guidelines: • Two of the same architectural styles or color schemes shall not be placed next to each other. • No two of the same floor plans may be placed next to each other, unless they have different elevations. • No more than three, two-story homes shall be placed in a row. • No two floor plans with the 3-car garage option can be placed adjacent to each other.	Plan Layout and Architecture	Prior to Issuance of Building Permit	Planning
16.	Any home that encroaches into the required 20% rear setback must show the appropriate compensation area as part of the Plot Plan for the home. Encroachment and compensation areas must be shown as shaded areas on the plans and labeled appropriately.	Compensation Area	Prior to Issuance of Building Permit	Planning
17.	Plot plan shall include the width of the driveway and width of the pathway from front door/porch to the sidewalk, for homes with the 3 rd car garage option, to ensure the home is not exceeding the approved 51% maximum for these lots.	Lot Coverage	Prior to Issuance of Building Permit	Planning.
18.	Certificate of Release (COR) plans shall be submitted for review and approval to the Sacramento Metropolitan Fire District for all new one- and two-family dwellings built on a private fire access road.	Certificate of Release	Prior to Issuance of Building Permit	Sacramento Metro Fire
19.	Residential fire sprinkler plans shall be submitted for review and approval to the Sacramento Metropolitan Fire District for all new one- and two-family dwellings in accordance with the California Residential Code.	Fire Sprinklers	Prior to issuance of Building Permits	Fire
20.	Development phases submitted for new service should include all lots fronting streets.	Project Phasing	Prior to issuance of Building Permits	SMUD

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
21.	Applicant will include phasing of development and order of planned construction upon submitting a new service application to SMUD for the initial subdivision phase(s) and/or road improvement backbone project(s).	Project Phasing	Prior to Issuance of Building Permit	SMUD
22.	Development should be phased to start adjacent to existing electrical infrastructure to minimize temporary overhead and/or underground electrical facilities.	Project Phasing	Prior to Issuance of Building Permit	SMUD
23.	The Applicant shall dedicate a 12.5-foot public utility easement for overhead and/or underground facilities and appurtenances adjacent to all public street rights-of-way.	Overhead and/or Underground Easement	Prior to Issuance of Building Permit	SMUD
24.	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 Issuance of Building Permit	SMUD
25.	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.).	Utility Clearance	Prior to Issuance of Building Permit	SMUD
26.	The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, service conductors). Information regarding SMUD siting requirements can be found at: https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services .	Siting Requirements	Prior to Issuance of Building Permit	SMUD

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
27.	SMUD has existing overhead 69kV facilities along Douglas Blvd that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 95 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.	Overhead Clearance	Prior to Issuance of Building Permit	SMUD
28.	SMUD has existing underground 12kV facilities on 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.	Underground Clearance	Prior to Issuance of Building Permit	SMUD
29.	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
30.	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				
31.	Property Owner/Developer shall record Covenants, Conditions and Restrictions (CC&Rs) in a form approved by the City that names the City as a third-party beneficiary with rights and without obligation to, enforce the CC&Rs. The CC&Rs shall contain, at a minimum, certain provisions and references to the City's Property Maintenance Code and prohibit the parking of trailers, boats or recreational vehicles in the driveway or on the public street.	Record CC&Rs	Prior to 1 st final Building Permit	Planning

ITEM 10.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
32.	A concrete path will be provided from the driveway to the garage person door and a concrete pad area shall be installed by the developer for the storage of garbage receptacles behind the fence line.	Outdoor area	Prior to Final Building Inspection	Planning
33.	Each home must be equipped with adequate outdoor lighting as well as an illuminated address plate located on the front elevation.	Lighting	Prior to Final Building Inspection	Planning
34.	Residential roof coverings shall consist of materials having a minimum Class C rating.	Fire	Prior to Final Building Inspection	Fire
35.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Address	Prior to Final Building Inspection	Fire

ADVISORY:

- FIRE: The installation of security gates across a fire apparatus access road shall be authorized by the Chief and meet the requirements of The County Emergency Access Gates and Barriers Standard. Plans shall be submitted prior to installation.

MEMORANDUM



ITEM 10.2.

DATE: November 7, 2022

TO: Honorable Mayor and Council Members

FROM: Stefan Heisler, Housing Manager
Austin Knudsen, CDBG Consultant

SUBJECT: A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2023 ANNUAL ACTION PLAN

RECOMMENDATION

Adopt the Resolution of the City Council of the City of Rancho Cordova to submit the 2023 Community Development Block Grant (CDBG) Annual Action Plan (AAP).

RESULT OF RECOMMENDED ACTION

Directs the City Manager to make final edits and submit the 2023 AAP and SF424 Certifications and Assurances to the Department of Housing and Urban Development (HUD) for approval, as required for the City to receive 2023 CDBG entitlement funding.

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 2023, 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 2022 and the first quarter of 2023. For this reason, the recommended awards included in the 2023 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 federal intent 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.

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 August 19, 2022.
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 2023 CDBG Program Year on August 26, 2022, and the workshop with members of the public on September 7, 2022.
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 2023 draft AAP was released for the public comment period starting October 7, 2022.
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 seven public service applications. Staff recommends funding six of the 2023 entitlement projects at the amounts indicated in **Table 1** below. If the City's 2023 CDBG allocation is greater than \$600,000 as conservatively estimated, 15% of that additional amount will be split evenly between the FCCP Youth Health and Wellness and the Empowered Life Program.

Table 1: Public Services - 2023 Applications and Recommended Funding Awards

Organization and Program	2022 Funding	2023 Requested Amount	2023 Recommended Awards
Folsom Cordova Community Partnership – Youth Health and Wellness	\$39,470	\$55,716	\$22,039*
Meals on Wheels – Senior Nutrition Program	\$44,198	\$64,000	\$25,000
Sacramento Self-Help Housing – Renter's Helpline	\$10,728	\$12,961	\$12,961**
Boys and Girls Club – Keeping Kids Connected-Together!	\$54,034	\$25,000	\$10,000
She Builds Sacramento – The Empowered Life Community Program	\$15,000	\$30,000	\$10,000*
WEECare – BOOST Childcare Providers	n/a	72,000	\$0
Rancho Cordova Food Locker – Transport Costs	n/a	\$20,000	\$10,000
TOTAL		\$279,677	\$90,000

*These two projects will evenly split 15% of the allocation to the City over \$600,000.

**\$6,919 of this project is recommended to be funded through Planning and Administration for administration of Project Sentinel. This brings the total award up to the requested \$19,880.

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 administration of the Project Sentinel program in the amount of \$6,919 and \$10,000 will be used to fund HOME monitoring of the City's HOME units.

Capital Programs and Projects

The City estimates that \$390,000 in 2023 entitlement funding will be available for capital programs and projects.

The City received five 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. 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 - 2023 Applications and Recommended Funding Awards

Capital Programs and Projects	Requested Amount	Recommended Award
City of Rancho Cordova - Rental Housing Inspection Program	\$51,000	\$25,500
City of Rancho Cordova - General Code Enforcement Program	\$51,000	\$25,500
Rebuilding Together Sacramento - Critical Repair Program	\$310,000	\$239,000
Cordova Recreation and Parks District – Taylor Park Accessible Swings	\$98,420	\$0
Public Works – ADA Sidewalk Improvement Program	\$100,000	\$100,000
TOTAL	\$610,420	\$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's planning and administration allocation covers the cost of administering the program, plus Project Sentinel administration costs. 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 2023 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	\$120,000
Public Services	\$90,000
Capital Programs and Projects	\$390,000
TOTAL	\$600,000

ATTACHMENT(S)

1. Resolution for 2023 Annual Action Plan
2. 2023 Annual Action Plan

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE ADOPTION OF THE 2023 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 2023 AAP, which describes programs to be funded, in compliance with the goals and objectives of the 2020-2024 Consolidated Plan; and

WHEREAS, the 2023 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 2023 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 Council held a public hearing on November 7, 2022, to provide an opportunity for the public to comment and to approve the 2023 AAP.

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

Section 1: Approves the adoption of the Resolution which approves:

1. The 2023 Annual Action Plan, which will serve as the CDBG budget from January 1, 2023 through December 31, 2023;
2. 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 2023 Annual Action Plan.

Section 2: Authorizes the City Manager, or his designee, to take all actions and to execute

ITEM 10.2.

ATTACHMENT 1

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 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

Ap-10

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 2023 Annual Action Plan covers the performance period of January 1, 2023, to December 31, 2023, 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 received [\$600,000] for its 2023 allocation of CDBG funding from HUD. 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, 2023–December 2023) 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 2023 Annual Action Plan's community engagement efforts.

On November 7, 2022, City Council approved this Annual Action Plan, as well as the activities and projects that will be funded for the 2023 program year. The City is funding seven public services providers who will use CDBG funds to administer six programs. The 2023 public service providers and programs are as follows:

(1) Folsom Cordova Community Partnership's Youth Health and Wellness, which provides health and wellness mentorship and education to middle school and high school students to foster a safe and positive school climate for improved youth development, academic performance and career readiness.

(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 Neighborhood Church.

(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 2023 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.

(5) Boys and Girls Club of Greater Sacramento, which will be providing food assistance to at-risk youth.

(6) USNRG, which will be providing youth mentoring to girls throughout the school year and part of summer

(7) Rancho Cordova Food Locker, which will be providing food assistance in low-income areas

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) ADA Sidewalk Program, in which City Public Works officials will enforce the City's code in CDBG target areas regarding sidewalk maintenance.

3. Evaluation of past performance

The 2021 Consolidated Annual Performance and Evaluation Report (CAPER) was submitted to HUD in April 2022 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 2023 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 2023 Annual Action Plan:

- On August 5, 2022, the City posted a notice at City Hall, online, and in the local newspaper of a Notice of Funding Availability (NOFA) release for 2023 CDBG funds and a NOFA workshop.
- Between September 1, 2022 and September 23, 2022, CDBG staff conducted stakeholder consultations with various local service providers and nonprofits.
- On August 22, 2022, the City posted a notice at City Hall, online, and in the local newspaper for a public meeting on September 7, 2022, to solicit community feedback.
- On August 26, 2022, City staff facilitated a NOFA workshop to review scoring criteria for applicants and
- On September 7, 2022, the City held a public meeting to solicit feedback regarding community needs for the 2023 Annual Action Plan.
- On September 23, 2022, 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 7, 2022, for the 2023 Annual Action Plan.
- On October 7, 2022, the City released the draft 2023 Annual Action Plan for the 30-day public review and comment period.
- On October 15, 2022, the City posted a notice at City Hall, online, and in the local newspaper of a November 7, 2022 public hearing to consider adopting the draft 2023 Annual Action.
- On November 7, 2022, the City held a public hearing and adopted the draft 2023 Annual Action Plan.

5. Summary of public comments

Public comments were received from the stakeholder consultations and the September 7th public meeting. The public meeting identified the need for additional infrastructure and capital improvements needed. Refer to **Attachment A** for full comments/results.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

This 2023 Annual Action Plan will work as a guide in implementing the priorities, activities, and goals for the CDBG program between January 1, 2023, and December 31, 2023. 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.

PR-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

ITEM 10.2.

ATTACHMENT 2

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 2023 Annual Action Plan (see **Attachment A**). The City also invited 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 2023 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. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Folsom Cordova Community Partnership
	Agency/Group/Organization Type	Services – Children
	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	ACC's Meals on Wheels
	Agency/Group/Organization Type	Services – Senior Services
	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 Sacramento Self-Help Housing on September 2, 2022, to discuss the needs of Rancho Cordova. ACC identified increasing costs as an obstacle for 2023. This will inform the City's future priorities related to senior services.
3	Agency/Group/Organization	Public Works Department
	Agency/Group/Organization Type	Local Government
	What section of the Plan was addressed by Consultation?	Blight

	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 member of Public Works on September 16, 2022, to discuss the needs of the Community. Public Works identified access the capital as an obstacle for the 2023 year. This will inform the City's priorities related to public works projects.
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 met with CDBG staff on September 7, 2022 and provided 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	Rancho Cordova Food Locker
	Agency/Group/Organization Type	Services – Food Assistance
	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 executive director on September 15, 2022. Feedback included creating more awareness and visibility to this program. This will inform the City's CDBG priorities related to food assistance.
6	Agency/Group/Organization	USNRG - SHEbuilds
	Agency/Group/Organization Type	Services – Youth Services
	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 USNRG meeting on September 1, 2022, where USNRG members provided feedback on community needs of youth and the performance of the CDBG program. This will inform the City's future CDBG priorities and processes.
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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.

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.

The City did not consult with any publicly funded institutions and systems of care that may discharge persons into homelessness (such as health-care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions), but can reach out to an organization or two within this sector next year, the Adolfo program is one foster-youth program we can consult, Turning Point Community Programs (Alexis Bernard) is a mental health provider we can consult

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 growing need for mental health services.

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	Newspaper Ad	Stakeholders, service providers	Public noticing for the NOFA workshop	No comments received.	N/A	N/A
2	Consultation with Local Organizations and Governing Bodies	Stakeholders, service providers	Between September 1 st and September 23 rd , 2022, six stakeholder organizations	Emphasized needs for services and better outreach. See Attachment A.	All comments were accepted.	N/A
3	NOFA Workshop	Stakeholders, service providers	On August 26, 2022, three community stakeholders attended 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)
4	Newspaper Ad	Non-targeted/broad community	Public noticing for the public meeting	No comments received.	N/A	N/A
5	Public Meeting	Non-targeted/broad community	On September 7, 2022, one community member attended the public meeting	Emphasized need for street light improvements. See Attachment A.	All comments were accepted.	N/A
6	Newspaper Ad	Non-targeted/broad community	Public noticing for the 30-day review period	No comments received.	N/A	N/A
7	30-Day Review Period	Non-targeted/broad community	30-day review period. No comments received.	No comments received.	No comments received.	https://www.cityoffranchocordova.org/departments/community-development/housing/community-development-block-grant
8	Newspaper Ad	Non-targeted/broad community	Public noticing for the public hearing	No comments received.	No comments received.	N/A
9	Public Hearing	Non-targeted/broad community	On November 7, 2022, City Council approved the 2023 Annual Action Plan	No comments received.	No comments received.	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 received [\$600,000] in CDBG funding for the 2023 plan year. This Annual Action Plan contains award amounts for each activity funded during the 2023 program year.

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	\$0	[\$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). The City received [\$600,000] for the 2023 program year. 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

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	\$42,039	Public service activities other than Low/Moderate Income Housing Benefit: Folsom Cordova Community Partnership will benefit an estimated 90 individuals through youth services USNRG will benefit 30 individuals through its youth services Boys and Girls Club will benefit 200 households through its food assistance services.
2	Senior and Disability Services	2020	2024	Non-Homeless Special Needs	Citywide	Senior and Disability Services	\$25,000	Public service activities other than Low/Moderate Income Housing Benefit: Meals on Wheels will benefit 183 individuals by providing food to seniors

3	Homelessness Prevention	2020	2024	Affordable Housing Homeless Non-Homeless Special Needs	Citywide	Homelessness Prevention	\$12,961	Public service activities for Low/Moderate Income Housing Benefit: Sacramento Self-Help Housing renters helpline: 450 individuals
4	Public Facilities	2020	2024	Non-Housing Community Development	CDBG target area	Public Facilities	\$100,000	Public facility or infrastructure activities other than Low/Moderate Income Housing Benefit: ADA Sidewalk Program will benefit 25 households
5	Housing Preservation Program	2020	2024	Affordable Housing Non-Housing Community Development	CDBG target area	Acquisition & Rehabilitation	\$290,000	Homeowner Housing Rehabilitated: Rebuilding Together Sacramento will repair 15 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	Senior and Disability Services	2020	2024	Non-Homeless Special Needs	CDBG Target Area	Senior and Disability Services	\$10,000	Rancho Cordova Food Locker will benefit 65,000 households annually with its food assistance program

7	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 program administration and planning; HOME monitoring
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Table 6 – Goals Summary

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 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 received [\$600,000] in CDBG funds to the City for the 2023 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 announcement of the final 2023 CDBG allocations in spring 2023. Once the City receives final HUD awards, the estimated amounts in the "Project Summary" table below will follow the contingency guidelines outlined in the following paragraph.

Contingency Guidelines:

The City originally estimated that it would receive \$600,000 in CDBG funds for the 2023 program year. In May 2023, HUD released the City's actual allocation of [\$600,000.] The City distributed the extra funding in the following way: Once the City receives the final allocation amount in spring 2023, 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: \$290,000
	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. This project is a primary referral source for the RTS Repair Program.
	Target Date	12/31/2023
	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; 15 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) – \$25,500 – Inspect rental units for health and safety violations. (2,500 households) Neighborhood Services: Code Enforcement Program (15/LMA) – \$25,500 – General code enforcement to support the health and safety of the community. (2,500 households) Rebuilding Together Sacramento: Critical Repair Program (14A/LMH) – \$239,000 – Roof and critical repairs to low-income households. (15 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	12/31/2023
Estimate the number and type of families that will benefit from the proposed activities	Approximately 273 individuals will benefit from youth and senior targeted public services from Folsom Cordova Community Partnership and Meals on Wheels; 450 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)– \$22,390 – Health and Wellness – Provide youth support, development, and empowerment through health and wellness. (90 individuals) Meals on Wheels: Senior Nutrition Program (05A/LMC) – \$25,000 – Take hot meals or frozen heat-and-serve meals to homebound seniors and provide lunch to seniors at the Cordova Senior Center. (183 individuals) Sacramento Self-Help Housing: Renters Helpline (05J/LMC) – \$12,961 – 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. (450 individuals) USNRG: Youth Mentoring (05D/LMC) - \$10,000 – Provide young girls with mentorship and guidance to develop resilience and well being. (30 individuals) Boys and Girls Club – Youth Center (3D/LMC) - \$10,000 – Club Connect – provide food assistance to at-risk youth in the community (200 households) Rancho Cordova Food Locker – Food Bank (05W/LMA)- \$10,000 – provide food assistance to households to prevent homelessness in the community (65,000 households)
3	Project Name	PF-22 Public Facilities
	Target Area	CDBG target area
	Goals Supported	Public Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$100,000
	Description	Improve public facilities in the CDBG target area.
	Target Date	12/31/2023

	Estimate the number and type of families that will benefit from the proposed activities	25 households will benefit from the ADA sidewalk improvement program
	Location Description	CDBG target area.
	Planned Activities	ADA Sidewalk Improvement (03L/LMA) – \$100,000 – Repair sidewalks within target area to bring to code with ADA regulations (25 households)
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, and HOME program, including all planning and reporting activities. Some fair housing services will also be provided.
	Target Date	12/31/2023

	Estimate the number and type of families that will benefit from the proposed activities	Provide administration and support for all CDBG and HOME programs, including all planning and reporting activities.
	Location Description	Citywide CDBG target area
	Planned Activities	Provide general administration of the CDBG and HOME programs, including all planning and reporting activities. Planning and Administration (21A) - \$103,081 – General CDBG and program administration and planning. Sacramento Self-Help Housing: Fair Housing Services (21D) - \$6,919 – 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)

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 2023 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, 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)

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 2023 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 2023 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 2023 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 2023 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(l)(1,2,4)

Introduction

The City does not expect to receive any program income in the 2023 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 2023 program year.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(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
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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

MEMORANDUM



ITEM 10.3.

DATE: November 7, 2022
TO: Honorable Mayor and Council Members
FROM: Jeremiah Zillig, Senior Building Plans Examiner
SUBJECT: **SECOND READING OF ORDINANCES REPEALING AND REPLACING VARIOUS CHAPTERS OF TITLE 16 "BUILDINGS AND CONSTRUCTION", BY ADOPTING BY REFERENCE STATE BUILDING CODES AND MAKING LOCAL AMENDMENTS TO PORTIONS THEREOF, AND ADOPTING OTHER RELATED CODES**

RECOMMENDATION

Waive the second reading and adopt the Ordinances.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinances will result in the City's building codes being updated to current industry best practices and will coincide with new building codes mandated by the state of California to protect property, health, life and safety.

BACKGROUND

On October 17, 2022 the City Council waived the first reading and passed to a second reading of the ordinances.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact to the general fund.

ATTACHMENT(S)

1. Ordinance Repealing and Replacing Chapter 16.02, " Uniform Administrative Code"
2. Ordinance Repealing and Replacing Chapter 16.04, "Building Code"
3. Ordinance Repealing and Replacing Chapter 16.05 , "Historical Building Code"
4. Ordinance Repealing and Replacing 16.06, "Residential Building Code"
5. Ordinance Repealing and Replacing Chapter 16.10, "Existing Building Code"
6. Ordinance Repealing and Replacing Chapter 16.24, "Plumbing Code"
7. Ordinance Repealing and Replacing Chapter 16.26, "Energy Code"
8. Ordinance Repealing and Replacing Chapter 16.28, "Electrical Code"
9. Ordinance Repealing and Replacing Chapter 16.32, "Mechanical Code"
10. Ordinance Repealing and Replacing Chapter 16.36, "Swimming Pools and Spas"
11. Ordinance Repealing and Replacing Chapter 16.38, "Green Building Code"
12. Ordinance Repealing and Replacing Chapter 16.40, "Moving Buildings"

13. Ordinance Repealing and Replacing Chapter 17.04, "Fire Code"

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.02, "UNIFORM ADMINISTRATIVE CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO ADMINISTRATIVE PORTIONS OF THE 2022 CALIFORNIA BUILDING CODE BASED ON THE 2021 INTERNATIONAL BUILDING CODE, THE 2022 CALIFORNIA HISTORICAL BUILDING CODE, THE 2022 CALIFORNIA RESIDENTIAL CODE BASED ON THE 2021 INTERNATIONAL RESIDENTIAL CODE, THE 2022 CALIFORNIA EXISTING BUILDING CODE, THE 2022 CALIFORNIA PLUMBING CODE BASED ON THE 2021 UNIFORM PLUMBING CODE, AND THE 2022 CALIFORNIA MECHANICAL CODE BASED ON THE 2021 UNIFORM MECHANICAL CODE

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

Section 1. Title 16, Chapter 16.02, "Uniform Administrative Code," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.02
ADMINISTRATIVE CODE

Sections:

- 16.02.010 Title.
- 16.02.020 Purpose.
- 16.02.030 Adoption of the Administrative Codes.
- 16.02.040 Scope.
- 16.02.050 Amendments to the 2022 California Building Code.
- 16.02.060 Amendments to the 2022 California Residential Code.
- 16.02.070 Amendments to the 2022 California Existing Building Code.
- 16.02.080 Amendments to the 2022 California Plumbing Code.
- 16.02.090 Amendments to the 2022 California Mechanical Code.
- 16.02.100 Administration of the Technical Codes.

16.02.010 Title.

This chapter shall be known and cited as the Rancho Cordova Administrative Code.

16.02.020 Purpose.

The purpose of the Rancho Cordova Administrative Code is to provide for the uniform administration and enforcement of the technical codes adopted by this jurisdiction.

The purpose of the Rancho Cordova Administrative Code and the technical codes is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of the Rancho Cordova Administrative Code.

16.02.030 Adoption of the Administrative Codes.

A. 2022 California Building Code. Except as otherwise amended by RCMC section 16.02.060, sections 101 through 116 of the 2022 Edition of the California Building Code, Part 2, Title 24 of the

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California Code of Regulations, including appendices C (Group U-Agricultural Buildings), I (Patio Covers), P (Emergency Housing), are hereby adopted and incorporated by reference herein.

B. 2022 California Historical Building Code. Chapter 8-1 of the 2022 Edition of the California Historical Building Code, Part 8, Title 24 of the California Code of Regulations, is adopted as is, with no modifications or amendments.

C. 2022 California Residential Code. Except as otherwise amended by this chapter, sections R101 through R114 of the 2022 Edition of the California Residential Code, Part 2.5, Title 24 of the California Code of Regulations, including appendices AH (Patio Covers), AJ (Existing Buildings and Structures), AQ (Tiny Houses), AR (Light Straw-Clay Construction), AS (Strawbale Construction), AX (Swimming Pool Safety Act), AZ (Emergency Housing), are hereby adopted and incorporated by reference.

D. 2022 California Existing Building Code. Sections 115 through 117 of the 2022 California Existing Building Code are hereby adopted and incorporated by reference.

E. 2022 California Plumbing Code. Except as otherwise amended by this chapter, sections 101 through 106 of the 2022 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, are hereby adopted and incorporated by reference herein.

F. 2022 California Mechanical Code. Except as otherwise amended by this chapter, sections 101 through 106 (excluding sections 104.2, 107, and Table 104.5) of the 2022 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, are hereby adopted and incorporated by reference herein.

16.02.040 Scope.

The provisions of the Rancho Cordova Administrative Code shall serve as the administrative, organizational, and enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of buildings and structures; including, but not limited to, docks, harbors, wharves, marinas, boathouses, signs, and building service equipment within this jurisdiction.

16.02.050 Amendments to the 2022 California Building Code.

A. Section [A] 105.2, "Work exempt from permit" is amended to read as follows:

[A] 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Other than storm shelters, one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area of such structures with walls does not exceed 120 square feet, with a maximum 12 inch overhang or eave, and structures with four open sides do not exceed 120 square feet in roof area. It is permissible that these structures still be regulated by Section 710A, despite exemption from permit. All structures must meet set-back and height requirements as determined by the City Planning Department.

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2. Fences not over 7 feet high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below, and not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swing and other playground equipment accessory to detached one- and two-family dwellings.
12. Window awnings in group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Repair or replacement of current-carrying parts of any switch, conductor, or control device.
3. Reinstallation of attachment receptacles but not the outlets therefore.
4. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
5. Temporary wiring for experimental purposes in suitable experimental laboratories.
6. The wiring for temporary theater, motion picture, or television stage sets.

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7. The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
8. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
9. Low-energy power, control, and signal circuits of Classes I and II as defined in the Rancho Cordova Electrical Code.
10. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kw) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Sign:

1. The changing of the advertising copy or message on a painted or printed sign only. Except for theater marquees and similar signs specifically designed for the use of replaceable copy, electrical signs shall not be included in this exemption. Exemption from a building permit may not extend to exemption from requirements of the Rancho Cordova Zoning Code.
2. Painting, repainting, or cleaning of an advertising structure or the changing of the advertising copy or message thereon shall not be considered an erection or alteration that requires a sign

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permit unless a structural change is made. Exemption from a building permit may not extend to exemption from requirements of the Rancho Cordova Zoning Code.

3. Temporary signs (Building permit exemptions for temporary signs may not extend to exemption from requirements of the Rancho Cordova Zoning Code):
 - a. Real estate signs allowed per the Zoning Code of Rancho Cordova.
 - b. Temporary construction signs, signs identifying architects, landscape architects, engineers, contractors, or builders provided the signs are located on the construction site and the signs do not exceed 4 square feet in area.
 - c. Political, religious, and civic campaign signs.
 - d. Promotional signs.
 - e. Signs identified by the Rancho Cordova Zoning Code as being exempt from the provisions of the Rancho Cordova Zoning Code.

B. Section [A] 105.4.1 "Certificate of Construction," is added to read as follows:

[A] 105.4.1 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

C. Section [A] 105.4.2, "Certificate of Release," is added to read as follows:

[A] 105.4.2 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Multi-family dwellings.
2. Most commercial projects. The following commercial projects **do not** require Certificate of Release from the fire protection district (list is not all inclusive; contact the Building & Safety Division to verify):
 - a. Miscellaneous mechanical, plumbing, and electrical permits
 - b. Re-roofing or roof repairs
 - c. Public Pools
 - d. Signs (pole, wall and monument)
 - e. Partial Permits (with no work effecting structural components or fire suppression)
 - f. Demolition permits
 - g. Incidental repairs not effecting fire suppression.

D. Section [A] 105.7, "Placement of Permit," is amended to read as follows:

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[A] 105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted the building permit in a highly visible location on the job site so as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. The permit application, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until completion of the work and final approval has been granted by the Building Official.

E. Section [A] 109.2, "Schedule of permit fees," is amended to read as follows:

[A] 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required by Section 107, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 107.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

F. Section [A] 109.6, "Refunds," is amended to read as follows:

[A] 109.6 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

G. Section [A] 109.7, "Reinspections," is added to read as follows:

[A] 109.7 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.

3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

H. Section [A] 111.1, "Change of occupancy," is amended to read as follows:

[A] 111.1 Change of occupancy. A building or structure shall not be used or occupied in whole or in part, and change of occupancy of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or other ordinances of the City of Rancho Cordova. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the City of Rancho Cordova shall not be valid.

Exceptions:

1. Certificates of occupancy are not required for work exempt from permits under Section 105.2.
2. Certificates of Occupancy are not required for R-3 One- or Two-Family Dwellings or Townhouse occupancies.
3. Accessory buildings or structures (Residential Only).

I. Section [A] 111.2, "Certificate issued." is amended to read as follows:

[A] 111.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that enforced by the Building & Safety Division, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. *Name of the business, if applicable.*

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6. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
7. The name of the building official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. Where an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations or conditions of the building permit.

J. Section [A] 112.1 "Connection of service utilities" is amended to read as follows:

[A] 112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

K. Section [A] 112.2 "Temporary connections" is amended to read as follows:

[A] 112.2 Temporary connections. The Building Official may authorize the temporary connection of the building service equipment to the source of energy, fuel, or power for the purpose of testing building service equipment or for use under a Temporary Certificate of Occupancy.

L. Section [A] 112.3 "Authority to disconnect service utilities" is amended to read as follows:

[A] 112.3 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

M. Section [A] 112.4 "Authority to condemn building service equipment" is added to read as follows:

[A] 112.4 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

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When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

N. Section [A] 114.3.1, "Connection after order to disconnect," is added to read as follows:

[A] 114.3.1 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

O. Section [A] 114.4, "Violation Fee," is amended to read as follows:

[A] 114.4 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

16.02.060 Amendments to the 2022 California Residential Code.

A. Section R105.2, "Work exempt from permit" is amended to read as follows:

R105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building Permits. A building permit shall not be required for:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area of such structures with walls does not exceed 120 square feet, with a maximum 12 inch overhang or eave, and structures with four open sides do not exceed 120 square feet in roof area. All structures must meet set-back and height requirements as determined by the City Planning Department.
2. Fences not over 7 feet high.
14. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
3. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.
4. Sidewalks, and driveways.
5. Decks not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling, and do not serve the exit door required by Section R311.4.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
8. Swings and other playground equipment accessory to detached one and two-family dwellings.
9. Window awnings in group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

Electrical Permits. An Electrical permit shall not be required for:

1. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Listed cord-and-plug connected temporary decorative lighting.
3. Reinstallation of attachment receptacles but not the outlets therefore.
4. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

5. Low-energy power, control, and signal circuits of Classes I and II
6. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment.

B. Section R105.2.2.1, "Limits on repair for R-3 and U occupancies", is added to read as follows:

R105.2.2.1 Limits on repair for R-3 and U occupancies. When the scope of work for R-3 and U Occupancies involves the removal or replacement of 50 percent or greater of the linear length of the walls of the building (exterior plus interior) within a one-year period, the project shall be considered new construction; and the entire building shall comply with all current codes.

C. Section R105.4.1, "Certificate of Construction," is added to read as follows:

R105.4.1 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

D. Section R105.4.2, "Certificate of Release," is added to read as follows:

R105.4.2 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Any new dwelling when there is no public water supply source with a distribution system conforming to City standards.
2. Any new dwelling, covered porch/patio, and attached garage 3,600 square feet or greater.
3. Any new dwelling with a private access road.
4. Where the furthest point of the habitable structure is more than 150 feet from the public road.

E. Section R105.7, "Placement of Permit," is amended to read as follows:

R105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted the building permit in a highly visible location on the job site so as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. The permit application, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until completion of the work and final approval has been granted by the Building Official.

F. Section R106.3.4, "Deferred submittals," is added to read as follows:

R106.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have

the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

G. Section R108.2, "Schedule of permit fees," is amended to read as follows:

R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required by Section R106, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section R106.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

H. Section R108.3, "Building permit valuations," is amended to read as follows:

R108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as structures, electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

I. Section R108.5, "Refunds," is amended to read as follows:

R108.5 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code. Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

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The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

J. Section R108.7, "Re-inspection fee," is added to read as follows:

R108.7 Re-inspection fee. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

K. Section R110.1, "Use and occupancy," is amended to read as follows:

R110.1 Use and change of occupancy. A building or structure shall not be used or occupied in whole or in part, and a change of occupancy of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of this code or other ordinances of the City of Rancho Cordova. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the City of Rancho Cordova shall not be valid.

Exceptions:

1. Certificates of Occupancy are not required for R-3 One or Two-Family Dwellings or Townhome occupancies.
2. Certificates of occupancy are not required for work exempt from permits under Section R105.2.
3. Accessory buildings or structures.

L. Section R111.1 "Connection of service utilities" is amended to read as follows:

R111.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

M. Section R111.2 "Temporary connections" is amended to read as follows:

R111.2 Temporary connections. The Building Official may authorize the temporary connection of the building service equipment to the source of energy, fuel, or power for the purpose of testing building service equipment or for use under a Temporary Certificate of Occupancy.

N. Section R111.3 "Authority to disconnect service utilities" is amended to read as follows:

R111.3 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, or in case of emergency where necessary to eliminate an immediate hazard to life or property.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or building service equipment of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

O. Section R111.4 "Authority to condemn building service equipment" is added to read as follows:

R111.4 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

P. Section R113.3.1, "Connection after order to disconnect," is added to read as follows:

R113.3.1 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

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The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

Q.. Section R113.4, "Violation Fee," is amended to read as follows:

R113.4 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC 16.18.205(F).

16.02.070 Amendments to the 2022 California Existing Building Code.

A. Section [A] 108.7, "Reinspection Fees" is added to read as follows:

[A] 108.7 Reinspection Fees. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.

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6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

B. Section [A] 109.5, "Inspection Requests" is amended to read as follows:

[A] 109.5 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

C. Section [A] 110.2, "Certificate issued" is amended to read as follows:

[A] 110.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that enforced by the Building & Safety Division, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. *Name of the business, if applicable.*
6. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
7. The name of the building official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. Where an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations or conditions of the building permit.

D. Section [A] 111.1 "Connection of service utilities" is amended to read as follows:

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[A] 111.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

E. Section [A] 111.3 "Authority to disconnect service utilities" is amended to read as follows:

[A] 111.3 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

F. Section [A] 111.3.1 "Authority to condemn building service equipment" is added to read as follows:

[A] 111.3.1 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

I. Section [A] 111.3.2, "Connection after order to disconnect," is added to read as follows:

[A] 111.3.2 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

16.02.080 Amendments to the 2022 California Plumbing Code.

A. Section 104.2, "Exempt Work" is amended to read as follows:

104.2 Exempt Work. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. A permit shall not be required for the following:

Plumbing Permits. A plumbing permit shall not be required for the following:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Gas Service Permits. A permit for gas service shall not be required for:

1. Portable heating, cooking or clothes drying appliances (Residential Only).
2. Portable heating appliance (Non-Residential).
3. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
4. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid (Residential Only).

B. Section 104.3.2, "Plan Review Fees" is amended to read:

104.3.2 Plan Review Fees. Plan Review fees shall be calculated and collected per resolution of the City Council of the City of Rancho Cordova.

C. Section 104.3.4, "Deferred submittals" is added to read as follows:

104.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

D. Section 104.4.6, "Retention of Plans" is amended to read as follows:

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104.4.6 Retention of Plans. One set of approved construction documents and computations, either paper or electronic, will be retained by the Authority Having Jurisdiction until final approval of the work covered therein.

Plans will be retained as required by the jurisdiction's Record Retention Policy, a copy of which is available for inspection from the Authority Having Jurisdiction.

E. Section 104.5, "Schedule of permit fees" is amended to read as follows:

104.5 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 104.3.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

F. Section 104.5.2, "Violation Fee" is amended to read as follows:

104.5.2 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

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G. Section 104.5.3, "Refunds" is amended to read as follows:

104.5.3 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

H. Section 105.2.3, "Inspection Requests" is amended to read as follows:

105.2.3 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

I. Section 105.2.4, "Advance Notice" is deleted.

J. Section 105.2.6, "Reinspections" is amended to read as follows:

105.2.6 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which an inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

K. Section 106.2, "Notices of Violation" is amended to read as follows:

106.2 Notices of Violation. Notices of violation shall be written by the Authority Having Jurisdiction and shall be permitted to be posted at the site of the work or mailed or delivered to the permittee or their authorized representative.

Refusal, failure, or neglect to comply with such notice or order within the prescribed timeframe, shall be considered a violation of this code and shall be subject to the penalties set forth by the governing laws of the jurisdiction.

L. Section 106.5, "Authority to disconnect service utilities" is amended to read as follows:

106.5 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

M. Section 106.6, "Authority to condemn building service equipment" is amended to read as follows:

106.6 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

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When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

N. Section 106.7, "Connection after order to disconnect" is added to read as follows:

106.7 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

O. Table 104.5 "Plumbing Permit Fees" is deleted.

16.02.090 Amendments to the 2022 California Mechanical Code.

A. Section 104.3.2, "Plan Review Fees" is amended to read:

104.3.2 Plan Review Fees. Plan Review fees shall be calculated and collected per resolution of the City Council of the City of Rancho Cordova.

B. Section 104.3.4, "Deferred submittals" is added to read as follows:

104.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

C. Section 104.4.6, "Retention of Plans" is amended to read as follows:

104.4.6 Retention of Plans. One set of approved construction documents and computations, either paper or electronic, will be retained by the Authority Having Jurisdiction until final approval of the work covered therein.

Plans will be retained as required by the jurisdiction's Record Retention Policy, a copy of which is available for inspection from the Authority Having Jurisdiction.

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D. Section 104.5, "Schedule of permit fees" is amended to read as follows:

104.5 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 104.3.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

E. Section 104.5.2, "Violation Fee" is amended to read as follows:

104.5.2 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

F. Section 104.5.3, "Refunds" is amended to read as follows:

104.5.3 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

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Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

G. Section 105.2.3, "Inspection Requests" is amended to read as follows:

105.2.3 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

H. Section 105.2.4, "Advance Notice" is deleted, and incorporated into section 105.2.3

I. Section 105.2.6, "Reinspections" is amended to read as follows:

105.2.6 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which an inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

J. Section 106.2, "Notices of Violation" is amended to read as follows:

106.2 Notices of Violation. Notices of violation shall be written by the Authority Having Jurisdiction and shall be permitted to be posted at the site of the work or mailed or delivered to the permittee or their authorized representative.

Refusal, failure, or neglect to comply with such notice or order within the prescribed timeframe, shall be considered a violation of this code and shall be subject to the penalties set forth by the governing laws of the jurisdiction.

K. Section 106.5, "Authority to disconnect service utilities" is amended to read as follows:

106.5 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

L. Section 106.6, "Authority to condemn building service equipment" is amended to read as follows:

106.6 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

M. Section 106.7, "Connection after order to disconnect" is added to read as follows:

106.7 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been

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ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

N. Table 104.5 "Mechanical Permit Fees" is deleted.

16.02.100 Administration of the Technical Codes.

A. Rancho Cordova Building Code. The Rancho Cordova Building Code contained within Chapter 16.04 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as adopted and amended by this Chapter.

B. Rancho Cordova Residential Building Code. The Rancho Cordova Residential Building Code contained within Chapter 16.06 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Residential Code, as adopted and amended by this Chapter.

C. Rancho Cordova Electrical Code. The Rancho Cordova Electrical Code contained with Chapter 16.28 of the RCMC shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as adopted and amended by this Chapter.

D. Rancho Cordova Energy Code. The Rancho Cordova Energy Code contained with Chapter 16.26 of the RCMC shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as adopted and amended by this Chapter.

E. Rancho Cordova Historical Building Code. The Rancho Cordova Historical Building Code contained within Chapter 16.05 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as amended and adopted by this Chapter, and the 2022 California Historical Building Code, as adopted by this Chapter.

F. Rancho Cordova Existing Building Code. The Rancho Cordova Existing Building Code contained within Chapter 16.10 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as amended and adopted by this Chapter, and the 2022 California Existing Building Code, as adopted by this Chapter.

G. Rancho Cordova Plumbing Code. The Rancho Cordova Plumbing Code contained within Chapter 16.24 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as amended and adopted by this Chapter, and the 2022 California Plumbing Code, as adopted by this Chapter.

H. Rancho Cordova Mechanical Code. The Rancho Cordova Mechanical Code contained within Chapter 16.32 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as amended and adopted by this Chapter, and the 2022 California Mechanical Code, as adopted by this Chapter.

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I. Rancho Cordova Green Building Code. The Rancho Cordova Green Building Code contained within Chapter 16.38 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as adopted and amended by this Chapter.

H. Rancho Cordova Swimming Pool and Spa Code. The Rancho Cordova Swimming Pool and Spa Code contained within Chapter 16.36 of the Rancho Cordova Municipal Code, shall be governed by the administrative, organizational, and enforcement rules of the 2022 California Building Code, as amended and adopted by this Chapter.

K. Rancho Cordova Moving Buildings Code. The Rancho Cordova Moving Buildings Code are contained within RCMC chapter 16.40, "Moving Buildings."

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.04, "BUILDING CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO THE 2022 CALIFORNIA BUILDING CODE BASED ON THE 2021
INTERNATIONAL BUILDING CODE**

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

Section 1. Title 16, Chapter 16.04, "Building Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.04
BUILDING CODE**

Sections:

- 16.04.010 Title.
- 16.04.020 Purpose.
- 16.04.030 Adoption of Building Codes.
- 16.04.040 Amendment of Adopted Codes.

16.04.010 Title.

This chapter shall be known and cited as the Rancho Cordova Building Code.

16.04.020 Purpose.

The purpose of the Rancho Cordova Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction, and certain equipment specifically regulated herein.

16.04.030 Adoption of building codes.

The 2022 California Building Code, Part 2, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the International Building Code, 2021 Edition, published by the International Code Council, including Appendix C (Group U-Agricultural Buildings), Appendix I (Patio Covers), and Appendix P (Emergency Housing), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.04.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.04.030, the State Code is amended as follows:

- A. Section 1907.1, "General," is amended to read as follows:

1907.1 General. The minimum thickness of concrete floor slabs supported directly on the ground shall not be less than 3 1/2 inches (89 mm). Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size. A 10-mil (0.010 inch; 0.254 mm) polyethylene vapor retarder conforming to ASTM E1745 Class A requirements with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where a base course does not exist, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports attached to occupancies in Group R-3.
3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.
4. For driveways, walks, patios and other flatwork which will not be enclosed at a later date.
5. Where approved by the building official, based on local site conditions.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

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ATTACHEMENT 2

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING CHAPTER 16.05, "HISTORICAL BUILDING CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2022 CALIFORNIA
HISTORICAL BUILDING CODE**

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

Section 1. Title 16, Chapter 16.05, "Historical Building Code," is hereby adopted, to read as follows:

**Chapter 16.05
HISTORICAL BUILDING CODE**

Sections:

- 16.05.010 Title.
- 16.05.020 Purpose.
- 16.05.030 Adoption of Historical Building Code.

16.05.010 Title.

This chapter shall be known and cited as the Rancho Cordova Historical Building Code.

16.05.020 Purpose.

The purpose of the Rancho Cordova Historical Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of Historical buildings and structures within this jurisdiction.

16.05.030 Adoption of the Historical Building Code.

The 2022 California Historical Building Code, Part 8, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

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ATTACHMENT 3

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.06, “RESIDENTIAL CODE” OF THE RANCHO
CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO THE 2022 CALIFORNIA RESIDENTIAL CODE BASED ON THE 2021
INTERNATIONAL RESIDENTIAL CODE**

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

Section 1. Title 16, Chapter 16.06, “Residential Code,” is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.06
RESIDENTIAL BUILDING CODE**

Sections:

- 16.06.010 Title.
- 16.06.020 Purpose.
- 16.06.030 Adoption of building codes.
- 16.06.040 Scope
- 16.06.050 Amendment of adopted codes.

16.06.010 Title.

This chapter shall be known and cited as the Rancho Cordova Residential Building Code.

16.06.020 Purpose.

The purpose of the Rancho Cordova Residential Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction, and certain equipment specifically regulated herein.

16.06.030 Adoption of building codes.

The 2022 California Residential Code, Part 2.5, (hereinafter referred to as the “CRC”) Title 24 of the California Code of Regulations (hereinafter referred to as the “State Code”), incorporating the International Residential Code, 2021 Edition, as published by the International Code Council, including Appendices AH (Patio Covers), AJ (Existing Buildings and Structures), AQ (Tiny Houses), AR (Light Straw-Clay Construction), and AS (Strawbale Construction), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.06.040 Scope.

The provisions of the Rancho Cordova Residential Building Code shall serve as the organizational, and enforcement rules and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of

residential buildings and structures; including, but not limited to, one and two-family dwellings, townhomes, docks, boathouses, and building service equipment within this jurisdiction.

16.06.050 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.06.030, the State Code is amended as follows:

A. Section R506.2.3, "Vapor retarder," is amended to read as follows:

R506.2.3 Vapor retarder. Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size. A 10-mil (0.010 inch; 0.254 mm) polyethylene vapor retarder conforming to ASTM E1745 Class A requirements with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where a base course does not exist, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports.
3. For driveways, walks, patios and other flatwork not likely to be enclosed at a later date.
4. Where approved by the building official, based on local site conditions.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

ITEM 10.3.

ATTACHMENT 4

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING CHAPTER 16.10, "EXISTING BUILDING CODE" OF THE RANCHO CORDOVA
MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2022 CALIFORNIA EXISTING
BUILDING CODE**

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

Section 1. Title 16, Chapter 16.10, "Existing Building Code," is hereby adopted, to read as follows:

**Chapter 16.10
EXISTING BUILDING CODE**

Sections:

- 16.10.010 Title.
- 16.10.020 Purpose.
- 16.10.030 Adoption of Existing Building Code.

16.10.010 Title.

This chapter shall be known and cited as the Rancho Cordova Existing Building Code.

16.10.020 Purpose.

The purpose of the Rancho Cordova Existing Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of existing buildings and structures within this jurisdiction.

16.10.030 Adoption of the Existing Building Code.

The 2022 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ITEM 10.3.

ATTACHMENT 5

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.24, "PLUMBING CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO THE 2022 CALIFORNIA PLUMBING CODE BASED ON THE 2021
UNIFORM PLUMBING CODE**

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

Section 1. Title 16, Chapter 16.24, "Plumbing Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.24
PLUMBING CODE**

Sections:

- 16.24.010 Title.
- 16.24.020 Purpose.
- 16.24.030 Adoption of plumbing codes.
- 16.24.040 Amendment of adopted codes.

16.24.010 Title.

This chapter shall be known and cited as the Rancho Cordova Plumbing Code.

16.24.020 Purpose.

The purpose of the Rancho Cordova Plumbing Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare.

16.24.030 Adoption of plumbing codes.

The 2022 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the Uniform Plumbing Code, 2021 Edition, as published by the International Association of Plumbing and Mechanical Officials, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.24.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.24.030, the State Code, is amended as follows:

A. 103.5, "Private Sewage Disposal Systems," is added to read as follows:

103.5 Private Sewage Disposal Systems. The installation of private sewage disposal systems is under the jurisdiction of the Environmental Health Division of the Sacramento County Environmental Management Department.

B. Section 312.4 is amended to read as follows:

312.(A) Piping subject to corrosion, erosion, or mechanical damage shall be protected in an approved manner.

312.4(B) Each system of buried ferrous piping used for either potable water or gas supply shall have a protective coating of an approved type, machine applied and conforming to recognized standards. Field wrapping shall provide equivalent protection and is restricted to those short sections and fittings necessarily stripped for threading.

312.4(C) All buried ferrous piping shall be provided with cathodic protection installed according to Table 312 of this Section and the following requirements:

1. Galvanic anodes for cathodic protection of ferrous piping shall be buried not less than 3 feet below grade and below the bottom of the pipe to be protected. They shall be not less than 4 feet horizontally from any buried metallic pipe. Before back filling, the anode shall be flooded with a minimum of 5 gallons of water.

When connected to the pipe being protected, less than 6 inches above grade, the anode shall be connected with a thermite weld. Connections 6 inches or more above grade may be made by the use of a listed mechanical clamp.

2. Water supply piping shall be isolated at the connection of the utility or private tap from the water main and at each building foundation line adjacent to the full-way shutoff valve.
3. Gas supply piping shall be isolated adjacent to each foundation line or at the appliance when located outside the building and from the serving gas supplier's service equipment.
4. Approved isolation fittings shall be located a minimum of 6 inches above grade, except that fitting at the water tap.
5. Any piping laid in the same trench with pipe requiring cathodic protection shall be separated laterally a minimum of 12 inches from the protected pipe, and piping installed diagonally above the pipe requiring cathodic protection shall be separated vertically a minimum of 6 inches. All separations shall be maintained with clean earth in accordance with Section 314.0.

C. Table 312 is added to read as follows:

Table 312

ANODE SELECTION CHART

Allowable length of coated and wrapped buried ferrous gas or water pipe for each size anode						
	Pipe Size					
Anode Size	1/2"	3/4" & 1"	1 1/4" & 1 1/2"	2"	3"	4"
1 lb. anode	50'	—	—	—	—	—
3 lb. anode	150'	100'	50'	50'	—	—
9 lb. anode	500'	200'	200'	150'	100'	100'
17 lb. anode	—	500'	350'	300'	250'	150'
32 lb. anode	—	—	500'	500'	450'	350'

D. Section 713.4 is amended to read as follows:

713.4 The public sewer shall be permitted to be considered as not being available when such public sewer or any building or exterior drainage facility connected thereto is located more than two hundred (200) feet (61 m) from the property line.

E. Section D101.1, "Applicability," of Appendix D, is amended to read as follows:

D101.1 Applicability. Roof drains, leaders and rainwater piping shall be designed to carry away rainfall at the rate of at least 3 inches of rainfall per hour.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.26, "ENERGY CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2022 CALIFORNIA
ENERGY CODE**

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

Section 1. Title 16, Chapter 16.26, "Energy Code," is hereby adopted, to read as follows:

**Chapter 16.26
ENERGY CODE**

Sections:

- 16.26.010 Title.
- 16.26.020 Purpose.
- 16.26.030 Adoption of Energy Code.

16.05.010 Title.

This chapter shall be known and cited as the Rancho Cordova Energy Code.

16.05.020 Purpose.

The purpose of the Rancho Cordova Energy Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all duly designated historic buildings and structures within this jurisdiction.

16.05.030 Adoption of the Energy Code.

The 2022 California Energy Code, Part 6, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.28, "ELECTRICAL CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO THE 2022 CALIFORNIA ELECTRICAL CODE BASED ON THE 2020
NATIONAL ELECTRICAL CODE**

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

Section 1. Title 16, Chapter 16.28, "Electrical Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.28
ELECTRICAL CODE**

Sections:

- 16.28.010 Title.
- 16.28.020 Purpose.
- 16.28.030 Adoption of electrical codes.
- 16.28.040 Amendment of adopted codes.

16.28.010 Title.

This chapter shall be known and cited as the Rancho Cordova Electrical Code.

The purpose of the Rancho Cordova Electrical Code is to provide minimum electrical system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, and quality of materials.

16.28.030 Adoption of electrical codes.

The 2022 California Electrical Code (excluding all Appendices), Part 3, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the National Electrical Code, 2020 Edition (excluding all Appendices), published by the National Fire Protection Association, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.28.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.28.030, the State Code is amended as follows:

A. Article 230.28(C) and (D) are added to read as follows:

230.28(C) Service Entrance or Load Centers located in walls or partitions. When overhead service entrance conductors are installed in walls or partitions, they shall be enclosed in Rigid Metallic Conduit (RMC) or Intermediate Metallic Conduit of 1 1/2 inch minimum trade size.

230.28(D) Service Entrance method of attachment. No new or replacement overhead service drop shall be attached to the structure. The service mast shall be used as the support and shall be of minimum 1 1/2" Rigid Metallic Conduit (RMC) or Intermediate Metallic Conduit (IMC).

B. Article 230.70(D) is added to read as follows:

230.70(D) Ten Foot Limit for Service Raceway. Service entrance conductors shall not extend inside any building for more than ten feet to reach the disconnect or overcurrent protection device except when under a concrete floor.

C. Article 300.5(L) is added to read as follows:

300.5(L) Depth Requirement. All underground service entrance raceways shall be buried a minimum of 30 inches below grade unless located below a concrete building slab, in which case, the depth may be reduced to 12 inches below grade.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

ITEM 10.3.

ATTACHMENT 8

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.32, "MECHANICAL CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2022 CALIFORNIA
MECHANICAL CODE BASED ON THE 2021 UNIFORM MECHANICAL CODE**

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

Section 1. Title 16, Chapter 16.32, "Mechanical Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.32
MECHANICAL CODE**

Sections:

- 16.32.010 Title.
- 16.32.020 Purpose.
- 16.32.030 Adoption of mechanical codes.

16.32.010 Title.

This chapter shall be known and cited as the Rancho Cordova Mechanical Code.

16.32.020 Purpose.

The purpose of the Rancho Cordova Mechanical Code is to provide minimum system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances within this jurisdiction.

16.32.030 Adoption of mechanical codes.

The 2022 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the Uniform Mechanical Code, 2021 Edition, published by the International Association of Plumbing and Mechanical Officials, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ITEM 10.3.

ATTACHMENT 9

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.36, "SWIMMING POOL CODE" OF THE
RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO SECTION 3109.2 OF THE 2022 CALIFORNIA BUILDING AND
APPENDIX AX OF THE 2022 RESIDENTIAL CODE**

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

Section 1. Title 16, Chapter 16.36, "Swimming Pool Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.36
SWIMMING POOL AND SPA CODE**

Sections:

- 16.36.010 Title.
- 16.36.020 Purpose.
- 16.36.030 Adoption of specific codes.
- 16.36.040 Scope.
- 16.36.050 Definitions.
- 16.36.060 Amendments to the California Building Code.
- 16.36.070 Amendments to the California Residential Code.

16.36.010 Title.

This chapter shall be known and cited as the Rancho Cordova Swimming Pool and Spa Code.

16.36.020 Purpose.

The purpose of the Rancho Cordova Swimming Pool and Spa Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare within this jurisdiction, as well as to reference the many different codes that pertain to swimming pools, spa and hot tub safety.

16.36.030 Adoption of specific codes.

2022 California Building Code, Chapter 31, Section 3109.2, Title 24 of the California Code of Regulations, the 2022 California Residential Code Appendix AX Swimming Pool Safety Act, Title 24 Part 2.5 of the California Code of Regulations, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.36.040 Scope

The provisions of the Rancho Cordova Swimming Pool and Spa Code shall serve as the administrative, organizational, enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of swimming pools, spas, hot tubs, and other water-containing devices intended for human emersion, and associated service equipment within this jurisdiction.

16.36.050 Definitions

Definitions for the administrative, organizational, enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, and use of swimming pools, spas, hot tubs, and other water-containing devices intended for swimming or recreational bathing, and associated service equipment within this jurisdiction are contained within the 2022 California Building Code, Chapter 2, the 2022 California Residential Code, Chapter 2, and California Health and Safety Code Section 115921.

16.36.060 Amendments to the California Building Code.

A. California Building Code Chapter 31, Section 3109.2, “115921(c)” is amended to read as follows:

115921. (c) *“Enclosure” means a permanent fence wall, or other barrier that isolates a swimming pool from access to the home or neighboring properties. The term “permanent” shall mean not being able to be removed, lifted, or relocated without the use of a tool.*

B. California Building Code Chapter 31, Section 3109.2, “115922” is amended to read as follows:

115922. (a) *Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be isolated from access from other properties by an enclosure that meets the requirements of Section 115923, and at least two of the following seven drowning prevention safety features:*

(1) *An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.*

(2) *Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.*

(3) *An approved safety pool cover, as defined in subdivision (d) of Section 115921.*

(4) *Exit alarms on the private single-family home’s doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”*

(5) *A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home’s doors providing direct access to the swimming pool or spa.*

(6) *An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 “Standard Safety Specification for Residential Pool Alarms,” which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain*

distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

(7) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

(b) Before the issuance of a final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention features required by this section and, if no violations are found, shall give final approval.

115923. *An enclosure shall have all of the following characteristics:*

(a) Any access gates through the enclosure open away from the swimming pool and are self-closing with a self-latching device placed no lower than 60 inches above the ground.

(b) A minimum height of 60 inches.

(c) A maximum vertical clearance from the ground to the bottom of the enclosure of two inches.

(d) Gaps or voids, if any, do not allow passage of a sphere equal to or greater than four inches in diameter.

(e) An outside surface free of protrusions, cavities, or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.

16.36.070 Amendments to the California Residential Code.

A. California Residential Code Appendix AX, Section "115921(c)" is amended to read as follows:

115921. *(c) "Enclosure" means a permanent fence wall, or other barrier that isolates a swimming pool from access to the home or neighboring properties. The term "permanent" shall mean not being able to be removed, lifted, or relocated without the use of a tool.*

B. California Residential Code Appendix AX, Section "115922" is amended to read as follows:

115922. *(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be isolated from access from other properties by an enclosure that meets the requirements of Section 115923, and at least two of the following seven drowning prevention safety features:*

(1) An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.

(2) Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

(3) An approved safety pool cover, as defined in subdivision (d) of Section 115921.

(4) Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."

(5) A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home's doors providing direct access to the swimming pool or spa.

(6) An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

(7) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

(b) Before the issuance of a final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention features required by this section and, if no violations are found, shall give final approval.

115923. *An enclosure shall have all of the following characteristics:*

(a) Any access gates through the enclosure open away from the swimming pool and are self-closing with a self-latching device placed no lower than 60 inches above the ground.

(b) A minimum height of 60 inches.

(c) A maximum vertical clearance from the ground to the bottom of the enclosure of two inches.

(d) Gaps or voids, if any, do not allow passage of a sphere equal to or greater than four inches in diameter.

(e) An outside surface free of protrusions, cavities, or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

ITEM 10.3.

ATTACHMENT 10

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.38, "GREEN BUILDING CODE" OF THE
RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2022
CALIFORNIA GREEN BUILDING STANDARDS CODE**

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

Section 1. Title 16, Chapter 16.38, "Green Building Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.38
GREEN BUILDING CODE**

Sections:

- 16.38.010 Title.
- 16.38.020 Purpose.
- 16.38.030 Adoption of green building codes.

16.38.010 Title.

This chapter shall be known and cited as the Rancho Cordova Green Building Code.

16.38.020 Purpose.

The purpose of the Rancho Cordova Green Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction.

16.38.030 Adoption of green building codes.

All deemed Mandatory provisions of the 2022 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ITEM 10.3.

ATTACHMENT 11

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

**CITY OF RANCHO CORDOVA
ORDINANCE NO. XX-2022**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 16.40, "MOVING BUILDINGS" OF THE RANCHO
CORDOVA MUNICIPAL CODE**

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

Section 1. Title 16, Chapter 16.40, "Moving Buildings," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.40

MOVING BUILDINGS

Sections:

- 16.40.010 Permit required.
- 16.40.020 Building relocation application and plan submittal.
- 16.40.030 Inspections prior to relocation.
- 16.40.040 Application approval.
- 16.40.050 Approval limitation on building relocation application.
- 16.40.060 Posting notice of intention to move.
- 16.40.070 Denial of building permit.
- 16.40.080 Appeals.
- 16.40.090 Issuance of building permit.
- 16.40.100 Authority to issue building permit.
- 16.40.110 Liability insurance required.
- 16.40.120 House and building moving requirements – Flags, lights, etc.
- 16.40.130 Approval of house and building moving equipment and apparatus and route by Director of Public Works – Bond required.
- 16.40.140 Highway moving permit.
- 16.40.150 Highway moving permit limitations – Time.
- 16.40.160 Public nuisance.

16.40.010 Permit required.

No person shall move or cause to be relocated any building or structure across any public street or highway, or from one property to another, or from one location to another in the city, or from any city or county outside of the city of Rancho Cordova, without first obtaining a moving permit through the procedures provided in this chapter.

16.40.020 Building relocation application and plan submittal.

Application for building relocation shall be filed with the Building Official.

A. Contents of Application. The application shall specify the existing location of the building, size, and character of the building to be relocated, the proposed improvements or changes, if any, the proposed location, the property owner's name and address, the intended use of the building,

B. Plan Submittal. Three complete sets of plans are required for the building permit along with a completed building permit application. The plot plan for the proposed

location, fully dimensioned, and drawn to scale, shall show location of the building, indicating proposed setbacks of the building and size, location, and use of *all* existing structures at the proposed location, and site development required. Architectural plans must be fully dimensioned, and drawn to scale, and be no smaller than 18 inches x 24 inches in paper size for review purposes. Plans must include foundation designs from a qualified design professional, which may include geotechnical reports for soil conditions.

C. Entry and Site Identification. The applicant shall arrange for entry of the buildings proposed to be relocated and provide a stake driven in the ground, protruding four feet above grade, at the front and rear of the proposed location for posting and attaching house numbers as provided by RCMC 16.40.050.

16.40.030 Inspections prior to relocation.

Within five working days of being notified by the applicant, the Building Official shall cause the inspection of the building to be relocated.

16.40.040 Application approval.

After reviewing the application for building relocation and inspection of the building and proposed location, the Building Official shall give his or her approval in writing and so notify the property owner and applicant of the requirements imposed on his approval.

Upon said approval, the Building Official shall cause the building and the proposed location to be posted with an “notice of intention to move” sign as provided in RCMC 16.40.050.

16.40.050 Approval limitation on building relocation application.

Approval of building relocation application shall be limited to 60 days from completion of the posting period when no appeal is filed.

16.40.060 Posting notice of intention to move.

When the building has been approved for relocation to a new site, the Building Official shall cause a “notice of intention to move” sign to be posted, on stakes, for **five working days** from date of posting, with assigned house number, provided by the applicant, at the front and rear of the proposed site and on the front of the building proposed to be moved; such notice shall not be less than 13 inches by 19 inches in size and shall set forth the character of the building to be moved, the present and proposed site of the building, and the date of posting.

Exception: Buildings being moved from outside the city limits of Rancho Cordova into the City of Rancho Cordova shall require a **ten working day** posting period in lieu of five days.

A. The building shall not be moved from the location shown on the application for the duration of the required posting period. If for any reason the posting period has been interrupted, the building and proposed site shall be reposted for an additional five working days (or ten working days if outside the city limits).

B. No building shall be temporarily relocated on present or other property for temporary storage purposes, except legal contractors’ storage yards, without having written approval of Building Official and the owner of the property used for this temporary storage. The Building Official may require a surety bond, cash bond, or other means to ensure the removal of the building and may set a time limit as deemed necessary to protect the public and the City of Rancho Cordova.

C. No moving permit shall be issued, nor the building moved from the existing location, until the required posting and appeal period has elapsed.

D. Exemption from Posting. A building being relocated on existing property, when approved by the Building Official, may be exempted from the posting requirements.

16.40.070 Denial of building permit.

A. The application for a building permit shall be denied when:

1. Any unlawful, dangerous, or defective condition of a building proposed to be moved is such that remedy or correction cannot effectively be made; or
2. The relocation of the building to the proposed site would cause appreciable damage to or be materially detrimental to the property or improvements in the district within the immediate vicinity of the proposed new location; or
3. The structure is of a type prohibited at the proposed location by law or regulation of the city.

B. The Building Official, or his or her designees, shall inform the applicant of the denial in writing within 10 working days of the filing of the application. The denial shall set forth the reasons therefor, shall designate the applicable provisions of the law or regulations upon which the denial is predicated.

16.40.080 Appeals.

Appeals to the denial of a permit to relocate a building shall follow the procedure as set forth in RCMC 16.18 Nuisance Code, Sections 16.18.504 through 16.18.513.

16.40.090 Issuance of building permit.

A. If a building permit is granted, it shall be granted under conditions which shall require the owner, or agent of the owner, of any building to be moved to comply with the provisions of all applicable state laws and local ordinances, to make such changes or repairs as may be necessary to comply therewith or to fill remaining basements or other subsequent openings on the property.

B. No building relocated in accordance with the provisions of this chapter shall be used or occupied or have utility services connected thereto until said necessary changes or repairs have been completed.

C. Any building relocated in another location shall be brought up to current regulations of the building, plumbing, mechanical, and electrical codes. The Building Official *may* waive a specific requirement when the requirement met the Rancho Cordova Building Code in effect at the time it was built and does not cause a health or safety hazard.

D. Prior to the issuance of any building permit, the applicant for the moving permit must produce evidence indicating:

1. That they have sealed the sewer line at the site from which the building is being moved in a manner prescribed by the appropriate political subdivision having jurisdiction thereof; or
2. That they have properly destroyed the septic tank system in accordance the requirements of the Authority Having Jurisdiction.

E. The Building Official shall require the owner or agent to deposit a certificate of deposit or a surety bond with the City to insure compliance with the conditions imposed on the building permit. The surety bond must be issued by a corporate surety authorized to do business in the

State of California and shall be filed in the form prescribed by the Building Official and subject to his/her approval. The amount of the bond shall be set at the discretion of the Building Official. At the time of filing the certificate of deposit or surety bond with the City, the property owner must also execute and file a statement in substantially the following language:

I, _____, the applicant and property owner, hereby promise to comply with the conditions imposed on the building permit No. _____. By way of guarantee that this work will be done, I/we herewith deposit with the City a (certificate of deposit, or surety bond) in the sum of \$_____ and agree that in the event these conditions are not fulfilled within three hundred sixty-five (365) days hereafter, the City may use said certificate of deposit, or forfeit the surety bond and apply the proceeds either to cause said conditions to be fulfilled or to demolish the building which was under the authority of said building permit.

F. The condition(s) imposed upon the issuance of the building permit for a moved building shall be met within 365 days. Noncompliance of this requirement shall give cause to forfeit the certificate of deposit or surety bond and to abate as a public nuisance.

G. Building Relocation Application Fee. The applicant shall pay a relocation application fee for each application at the time of issuance. The fee for each permit shall be that fee prescribed by resolution of the City Council.

H. Fee Refund. No refund shall be made where an inspection is made as required by RCMC 16.40.030. The Building Official may authorize the refunding of not more than 80 percent of the application fee when no inspection was made as required by RCMC 16.40.030. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days from the date of fee payment.

I. Exemption from Building Relocation Application Fee.

1. Buildings that are being moved within Rancho Cordova to locations outside the City of Rancho Cordova.
2. Buildings or portions of buildings being moved to or through the City that are approved manufactured buildings.
3. Incidental accessory structures of 120 square feet or less which will not be used for human habitation.
4. Buildings being moved to a storage yard approved by the Rancho Cordova Zoning Code for storage purposes.

16.40.100 Authority to issue building permit.

In the event the decision of the Building Official to grant the building permit is not appealed within the posting period specified in RCMC 16.40.050, and the building proposed to be moved will not come within the scope of the conditions prohibited by RCMC 16.40.060, and the applicant has complied with all other applicable requirements of this chapter, the Building Official shall issue the building permit.

In the event an appeal has been filed, the Building Official shall issue or deny the permit, pursuant to the terms of the final decision of the City Council and the other applicable provisions of this chapter.

16.40.110 Liability insurance required.

No moving permit shall be issued under the provisions of this chapter unless the permitted shall have first taken out and agreed to maintain at all times public liability insurance in an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person, and shall take out and agree to maintain at all times property damage insurance in an amount not less than \$500,000. Such insurance shall name the City as an insured, and a certificate of insurance shall be filed with the Director of Public Works, or his or her designees.

16.40.120 House and building moving requirements – Flags, lights, etc.

Red lights at each corner of the building shall be maintained by the mover from one-half hour after sunset until one-half hour before sunrise.

A. Notice of Emergency Service. Any person moving a building on any city road shall notify the Department of Public Works immediately before and after the movement.

B. Authorized Moving Hours. Movement of buildings on any city road shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m. on weekdays.

C. No building shall be moved into a fire district without first giving notice to the fire district into which the building is to be moved 10 working days prior to the move.

16.40.130 Approval of house and building moving equipment and apparatus and route by Director of Public Works – Bond required.

The Director of Public Works, or his or her designees, may, in their discretion, inspect all rollers, trucks, wheels, dollies, tractors, or other apparatus proposed to be used in the moving operation, and shall restrict the use of such apparatus to that which, in their judgment, will not cause injury to highways, bridges, or other property. The Director of Public Works, or his or her designees, may also require reasonable changes in the route proposed, even though the route required may be longer than the one proposed, and also require an applicant or his or her agent to file a surety bond issued by a corporate surety authorized to do business in the state of California in such amount of \$5,000 or a certificate of insurance in the amount of \$10,000 with an oversize, overweight endorsement to guarantee the restoration and repair of city roads damaged by moving equipment and apparatus, in accordance with applicable City standards.

16.40.140 Highway moving permit.

When a building permit has been granted by the Building Official and all provisions of this chapter and other regulations and/or requirements for issuing a building permit for the building have been fulfilled, the Director of Public Works, or his or her designees, shall issue a highway moving permit. The applicant shall pay an additional fee for this permit. The permit fee shall be \$30.00.

Buildings that are being moved from outside the city or from within the city to terminate in a city or county other than Rancho Cordova that qualifies for exemption of building relocation application fee as provided by RCMC 16.40.100(I) and are required to use city roads or highways shall be required to pay the \$30.00 fee for a moving permit.

A. Fee for Additional Buildings. The fee for additional buildings or portions of any severed buildings moved at the same time to the same locations as provided herein shall be \$10.00.

B. Exemption from Highway Moving Permit. The highway moving permit fee (and fee for additional buildings) shall not be required in the following instances:

1. If the building is being moved from one location to another location and no public road is to be used;
2. Buildings and/or sections of buildings being moved to or through the City that are approved manufactured buildings.

C. The exemption to a highway moving permit does not exempt the buildings in RCMC 16.40.020 from the required wide load highway permit.

16.40.150 Highway moving permit limitations – Time.

Permission to move any building under any moving permit shall expire 60 days after issuance, except that the Director of Public Works, or his or her designees, may extend the expiration time an additional 60 days.

A. Transfer. Permits issued under this chapter shall not be transferred by the holder thereof to any other person.

All movements of buildings authorized by the moving permit shall be made under the control and supervision of the grantee of the permit.

B. Refunds. No fees required by this chapter shall be refunded if the moving of a building authorized by the moving permit is not made. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 48 § 2 (part), 1971].

16.40.160 Public nuisance.

Any building moved contrary to any of the provisions of this chapter is unlawful and a public nuisance and the Building Official shall commence action or proceedings for the abatement and removal and enjoinder thereof in a manner provided in this chapter. The remedies provided herein shall be cumulative and not exclusive.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

ITEM 10.3.

ATTACHMENT 12

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REPEALING AND REPLACING CHAPTER 17.04, "FIRE CODE" OF THE RANCHO
CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE AND MAKES
AMENDMENTS TO THE 2022 CALIFORNIA FIRE CODE BASED ON THE
2021 INTERNATIONAL FIRE CODE**

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

Section 1. Title 17, Chapter 17.04, "Fire Code," is hereby repealed in its entirety and replaced as follows:

**Chapter 17.04
FIRE CODE**

17.04.005 Title. These regulations shall be known as the "Fire Code."

17.04.010 Adoption of California Fire Code. There is hereby adopted by the City of Rancho Cordova for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2022 California Building Standards Code, Title 24, California Code of Regulations, Part 9 (California Fire Code), incorporating the International Fire Code, 2021 Edition, published by the International Code Council in its entirety including Appendix Chapter 4, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix H, and Appendix O, save and except such portions as hereinafter deleted, modified, or amended. Not less than one (1) copy of such code has been and now is filed with the Clerk of the City of Rancho Cordova. From the effective date of this ordinance establishing this chapter, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova except that any inconsistent regulations and ordinances adopted pursuant to applicable law by the Sacramento Metropolitan Fire District shall be controlling within the City of Rancho Cordova if said regulation or ordinance has been ratified by the city in accordance with Section 13869.7 of the California Health and Safety Code.

17.04.020 Enforcement. The division of authority for enforcement of this chapter shall be as follows:

The Chief of the Sacramento Metropolitan Fire District or the Chief's designated representatives shall have authority to enforce this chapter and issue citations for violations.

17.04.030 Findings. The Findings of Fact are filed separately with the California Building Standards Commission and State Department of Housing and Community Development.

17.04.040 Definitions.

- (a) Wherever the word "municipality" is used in the California Fire Code, it shall mean the City of Rancho Cordova.
- (b) Wherever the word "Chief" is used in this Chapter or the California Fire Code, it shall mean the Chief of the Sacramento Metropolitan Fire District.

17.04.050 Amendments to the 2022 Edition of the California Fire Code.**SECTION 105.5.5 "CARNIVALS AND FAIRS" IS AMENDED AS FOLLOWS:**

Section 105.5.5 Carnivals, fairs, festivals, or exhibitions. An operational permit is required to conduct a carnival, fair, festival, or exhibition.

SECTION 109.3.1 "ELECTRONIC FILING" IS ADDED AS FOLLOWS:

Section 109.3.1 Electronic filing. When required by the fire code official, records of all system inspections, tests and maintenance required by the referenced standards and Title 19 of the California Code of Regulations shall be submitted to the fire code official electronically.

SECTION 107.7 "COST RECOVERY FEES" IS ADDED AS FOLLOWS:

Section 107.7 Cost recovery fees. Cost recovery fees may be charged to any person, firm, corporation, or business that through negligence, violation of the law, or as a result of carelessness, is responsible for an incident resulting in Fire Department response. (Health & Safety Code 13916).

SECTION 111.1 "BOARD OF APPEALS ESTABLISHED" IS AMENDED AS FOLLOWS:

Section 111.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be the Board of Directors of the fire protection district or community services district having jurisdiction, or the County of Sacramento Board of Supervisors in the Sacramento County Airport System.

SECTION 112.4 "VIOLATION PENALTIES" IS AMENDED AS FOLLOWS:

Section 112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an infraction or a misdemeanor punishable by a fine of not less than one hundred dollars (\$100) and not more than one thousand dollars (\$1,000), or by imprisonment not exceeding 180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 112.4.2 "CITATIONS" IS ADDED AS FOLLOWS:

Section 112.4.2 Citations. The Chief, or the Chief's duly authorized representative, may issue citations for infractions or misdemeanor violations of this code pursuant to Section 13871 of the Health and Safety Code of the State of California and Chapter 5c (commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.

SECTION 112.4.3 "CALIFORNIA BAIL SCHEDULE" IS ADDED AS FOLLOWS:**Section 112.4.3 – California Bail Schedule.**

SECTION	NATURE OF OFFENSE	PC	MA	BAIL PA	NCA	TOTAL
112.4.3*	NC W/ORDERS OR NOTICE	X		\$1000	\$1700	\$2700
112.4.3*	NC W/CONDEMNATION TAG	X		\$1000	\$1700	\$2700
112.4.3*	DESTRUCTION OF TAGS	X		\$1000	\$1700	\$2700
112.4.3*	CONTINUANCE OF HAZARD	X		\$1000	\$1700	\$2700
ALL OTHER SECTIONS		X		\$100	\$170	\$270

*- MISDEMEANOR

PC – ELIGIBLE FOR PROOF OF CORRECTION

PA – PENALTY ASSESSMENT

NCA – NIGHT COURT ASSESSMENT

NC - NONCOMPLIANCE

SECTION 113.4 "FAILURE TO COMPLY" IS AMENDED AS FOLLOWS:

Section 113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be guilty of an infraction or a misdemeanor punishable by a fine of not less than one hundred (\$100) dollars or more than one thousand (\$1000) dollars.

SECTION 202, "GENERAL DEFINITIONS," HAS "ALL-WEATHER DRIVING SURFACE" ADDED AS FOLLOWS:

ALL-WEATHER DRIVING SURFACE. A roadway with a minimum surface finish of one layer of asphalt or concrete that is designed to carry the imposed weight loads of fire apparatus.

Exception: R-3 occupancies located on Agricultural or Agricultural-Residential zoned lots.

SECTION 202, "GENERAL DEFINITIONS," HAS THE DEFINITIONS OF "SUPERVISING STATION" AMENDED AS FOLLOWS:

SUPERVISING STATION. An approved UL listed, Type A, Full Service Central Station facility that receives signals and at which personnel are in attendance at all times to respond to these signals. The approved supervising station shall have the ability to relay the alarm to the (a) Sacramento Regional Fire/EMS Communications Center or (b) to the Sacramento International Airport Communication Center in an approved manner.

FALSE ALARM. The willful and knowing or negligent initiation or transmission of a signal, message or other notification of an event of fire when no such danger exists.

SECTION 503.1.2.1 "REMOTENESS" IS ADDED AS FOLLOWS:

Section 503.1.2.1 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

Section 503.6.1 "ELECTRIFIED SECURITY FENCES" IS ADDED AS FOLLOWS:

Section 503.6.1 Electrified security fences. Electrified security fences, where permitted by the building official of the municipality, must be approved by the fire code official prior to installation.

SECTION 505.1 "ADDRESS IDENTIFICATION" IS AMENDED AS FOLLOWS:

Section 505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

SECTION 505.1.1 "ILLUMINATION" IS ADDED AS FOLLOWS:

Section 505.1.1 Illumination. Address identification shall be internally or externally illuminated on all new buildings and existing buildings undergoing alterations. An illuminated directory board shall be required at every entrance where deemed necessary by the fire code official.

SECTION 507.1.1 "CONNECTION" IS ADDED AS FOLLOWS:

Section 507.1.1 Connection. When required by the fire code official, buildings without a public water supply shall be connected to the public water supply once the public water supply becomes available.

Exception: Group R-3 and Group U occupancies

SECTION 507.5.1 "WHERE REQUIRED" IS AMENDED AS FOLLOWS:

Section 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 300 feet (91.44 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided where required by the fire code official.

Exception: For Group R-3 and Group U occupancies, *equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.1.3*, the distance requirement shall be *not more than 600 feet (183 m)*.

SECTION 507.5.1.1 "HYDRANT FOR STANDPIPE SYSTEMS" IS AMENDED AS FOLLOWS:

Section 507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe installed in accordance with Section 905 shall have a fire hydrant within 40 feet (12,192 mm) of the fire department connection.

Exception: The distance shall be permitted to be increased up to 100 feet (30,480 mm) where approved by the fire code official.

SECTION 510.4.1.1 "MINIMUM SIGNAL STRENGTH INTO THE BUILDING" IS AMENDED AS FOLLOWS:

Section 510.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a minimum of -95dBm throughout the coverage area and sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.4 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

SECTION 510.4.1.2 "MINIMUM SIGNAL STRENGTH OUT OF THE BUILDING" IS AMENDED AS FOLLOWS:

Section 510.4.1.2. Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.4 or an equivalent SINR applicable to the technology for either analog or digital signals.

SECTION 901.4.7 "PUMP AND RISER ROOM SIZE" IS AMENDED AS FOLLOWS:

Section 901.4.7 Pump and riser room size. Approved fire pump rooms and/or automatic sprinkler system riser rooms shall be provided in all new buildings protected by an automatic sprinkler system. Fire pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of

permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment.

Exception: Group R-3 Occupancies.

SECTION 901.4.7.2 "MARKING ON ACCESS DOORS" IS AMENDED AS FOLLOWS:

Section 901.4.7.2 Marking on access doors. Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled with an approved sign. The lettering shall be in contrasting color to the background. Letters shall have a minimum height of 4 inches (101.6 mm) with a minimum stroke of 1/2 inch (12.7 mm).

SECTION 901.4.7.4 "LIGHTING" IS AMENDED AS FOLLOWS:

901.4.7.4 Lighting. Permanently installed artificial illumination and emergency illumination shall be provided in the automatic sprinkler system riser rooms and fire pump fire control rooms.

SECTION 903.2. "WHERE REQUIRED" IS AMENDED AS FOLLOWS:

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21. For the provisions of this section, portions of buildings separated by fire walls shall not be considered separate buildings.

Exception: Non-combustible, detached canopies open on four sides not exceeding the basic allowable area in CBC Table 506.2 used exclusively for any of the following:

1. The parking or storage of private or recreational vehicles.
2. Non-combustible storage.
3. Fuel islands.

SECTION 903.2.1.1 "GROUP A-1" IS AMENDED AS FOLLOWS:

Section 903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies
4. The fire area contains a multi-theater complex

SECTION 903.2.1.2 "GROUP A-2" IS AMENDED AS FOLLOWS:

Section 903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout

stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m^2);
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. *The structure exceeds 3,599 square feet (334.36 m^2).*

SECTION 903.2.1.3 "GROUP A-3" IS AMENDED AS FOLLOWS:

Section 903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,599 square feet (334.36 m^2).

SECTION 903.2.1.4 "GROUP A-4" IS AMENDED AS FOLLOWS:

Section 9.3.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

SECTION 903.2.2.1 "GROUP B" IS ADDED AS FOLLOWS:

Section 903.2.2.1 Group B. An automatic sprinkler system shall be provided throughout stories containing Group B occupancies and throughout all stories from the Group B occupancy to and including the levels of exit discharge serving that occupancy where the fire area exceeds 3,599 square feet (334.36 m^2).

SECTION 903.2.3 "GROUP E" IS AMENDED AS FOLLOWS:

Section 903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 3,599 square feet (334.36 m²) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.
4. *In rooms or areas with special hazards such as laboratories, vocational shops and other such area where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.*
5. *Throughout any Group E structure greater than 3,599 square feet (334.36 m²) in area.*
6. *For public school state funded construction projects see Section 903.2.19.*
7. *For public school campuses, Kindergarten through 12th grade, see Section 903.2.20.*

SECTION 903.2.4 "GROUP F-1" IS AMENDED AS FOLLOWS:

Section 903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 3,599 square feet (334.36 m²).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.4.4 "GROUP F-2" is ADDED AS FOLLOWS:

Section 903.2.4.4 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy where the following condition exists:

1. A Group F-2 fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.7 "GROUP M" IS AMENDED AS FOLLOWS:

Section 903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 3,599 square feet (334.36 m²).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m²).
4. [SMF] *The structure exceeds 3,599 square feet (334.36 m²).*

SECTION 903.2.7.2 "GROUP M UPHOLSTERED FURNITURE OR MATTRESSES" IS AMENDED AS FOLLOWS:

Section 903.2.7.2 Group M upholstered furniture or mattresses: An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.8.1.1 "GROUP R-3 MANUFACTURED HOUSING" IS ADDED AS FOLLOWS:

Section 903.2.8.1.1 Group R-3 manufactured housing. An automatic sprinkler system in accordance with Title 25 of the California Code of Regulations, shall be installed in new or used one and two-family manufactured homes, mobile homes, and multi-unit manufactured housing with two dwelling units where a fire sprinkler system would normally be required in any residential unit that could be built on the same site.

SECTION 903.2.8.3 "GROUP R-4, CONDITION 2" IS AMENDED AS FOLLOWS:

Section 903.2.8.3 Group R-4. An automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be provided in Group R-4 occupancies.

SECTION 903.2.9 "GROUP S-1" IS AMENDED AS FOLLOWS:

Section 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 3,599 square feet (334.36 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m²).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.9.1 "REPAIR GARAGES" IS AMENDED AS FOLLOWS:

Section 903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 3,599 square feet (334.36 m²).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 3,599 square feet (334.36 m²).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.10 "GROUP S-2 PARKING GARAGES" IS AMENDED AS FOLLOWS:

Section 903.2.10 Group S-2 parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exist:

1. Where the fire area of the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, exceeds 3,599 square feet (334.36 m²).
2. Where the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, is located beneath other groups.
Exception: Enclosed parking garages located beneath Group R-3 occupancies.
3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.10.1 "COMMERCIAL PARKING GARAGES" IS AMENDED AS FOLLOWS:

Section 903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.10.3 "GROUP S-2" IS ADDED AS FOLLOWS:

Section 903.2.10.3 Group S-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy where the following condition exists:

1. A Group S-2 fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.18.1 "GROUP U PRIVATE GARAGES AND CARPORTS" IS ADDED AS FOLLOWS:

Section 903.2.18.1 Group U private garages and carports. Carports and garages within 6-feet of a Group R occupancy equipped with automatic fire sprinklers, shall be protected by fire sprinklers in accordance with NFPA 13D or NFPA 13, as applicable.

SECTION 903.3.1.2 "NFPA 13R SPRINKLER SYSTEMS" IS DELETED

SECTION 903.3.1.2.1 "BALCONIES AND DECK" IS DELETED**SECTION 903.3.1.2.2 "CORRIDORS AND BALCONIES IN THE MEANS OF EGRESS" IS DELETED****SECTION 903.3.1.2.3 "ATTICS" IS DELETED****SECTION 903.3.8.4 "SUPERVISION" IS AMENDED AS FOLLOWS:**

Section 903.3.8.4 Supervision. Control valves shall not be installed between the water supply and sprinklers unless the valves are of an approved indicating type that are supervised and secured in the open position.

SECTION 903.3.9 "FLOOR CONTROL VALVES" IS AMENDED AS FOLLOWS:

903.3.9 Floor control valves. Floor control valves and waterflow detection assemblies shall be installed at each floor in multi-story buildings, at an approved location.

Exception: Group R-3 and R-3.1 occupancies floor control valves and waterflow detection assemblies shall not be required.

SECTION 903.4.2 "ALARMS" IS AMENDED AS FOLLOWS:

Section 903.4.2 Alarms. One exterior approved audible/visual device, located on the exterior of the building in an approved location, and shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

SECTION 903.4.3 "FLOOR CONTROL VALVES" IS AMENDED AS FOLLOWS:

Section 903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in multi-story buildings.

SECTION 903.6 "WHERE REQUIRED IN EXISTING BUILDINGS AND STRUCTURES" IS AMENDED AS FOLLOWS:

Section 903.6 Where required in existing buildings and structures. An automatic sprinkler system shall be provided in existing buildings and structures where required in Chapter 11 and as follows:

1. When there is a change in occupancy classification that results in an increased life safety or fire risk as determined by the fire code official and the structure exceeds 3,599 square feet ($334.36 m^2$), an automatic fire sprinkler system shall be installed throughout the building.
2. In existing buildings and structures exceeding 3,599 square feet ($334.36 m^2$),

where the floor area of the building or structure is increased.

Exception: When the building increase is to accommodate state mandated ADA improvements and is less than 500 square feet (46.45 m²).

3. In existing buildings and structures less than 3,600 square feet (334.45 m²), where the floor area of the building or structure is increased to exceed 3,599 square feet (334.36 m²).

Exception: When the building increase is to accommodate state mandated ADA improvements and is less than 500 square feet (46.45 m²).

SECTION 903.6.1 "MONITORING" IS ADDED AS FOLLOWS:

Section 903.6.1 Monitoring. When required by the fire code official, valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures, and water flow switches on all existing sprinkler systems shall be monitored by an approved supervising station.

SECTION 1028.5.1 "EXIT DISCHARGE SURFACE" IS ADDED AS FOLLOWS:

Section 1028.5.1 Exit discharge surface. Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather and shall terminate at a public way as defined in the California Building Code.

SECTION 1201.1 "SCOPE" IS AMENDED AS FOLLOWS:

Section 1201.1 Scope. The provisions of this chapter shall apply to the installation, operation, maintenance, repair, retrofitting, testing, commissioning, and decommissioning of energy systems used for generating or storing energy including but not limited to energy storage systems under the exclusive control of an electric utility or lawfully designated agency. It shall not apply to equipment associated with the generation, control, transformation, transmission, or distribution of energy installations that is under the exclusive control of an electric utility or lawfully designated agency. Energy storage systems regulated by section 1207 shall comply with this chapter as appropriate and NFPA 855.

SECTION 3313.1 "WHEN REQUIRED" IS AMENDED AS FOLLOWS:

Section 3313.1 When required. A permanent approved water supply for fire protection shall be made available as soon as combustible building materials arrive on the site, on commencement of foundation, on commencement of vertical construction and on installation of a standpipe system in buildings under construction.

Exception: The fire code official is authorized to reduce the fire flow requirements in rural areas or small communities where the development of full fire flow requirements is impractical

SECTION 3313.2 “COMBUSTIBLE BUILDING MATERIALS” IS DELETED

SECTION 3313.3 “VERTICAL CONSTRUCTION OF TYPES III, IV, AND V CONSTRUCTION” IS DELETED.

SECTION 3313.3.1 “FIRE SEPARATION UP TO 30 FEET” IS DELETED.

SECTION 3313.3.2 “FIRE SEPARATION OF 30 FEET UP TO 60 FEET” IS DELETED.

SECTION 3313.3.3 “FIRE SEPARATION OF 60 FEET OR GREATER” IS DELETED.

SECTION 3313.4 “VERTICAL CONSTRUCTION, TYPE I AND II CONSTRUCTION” IS DELETED.

SECTION 3313.5 “STANDPIPE SUPPPY” IS DELETED.

SECTION 5003.9.1.2 "EMERGENCY RESPONSE SUPPORT INFORMATION" IS ADDED AS FOLLOWS:

Section 5003.9.1.2 Emergency response support information. Ready access to floor plans, safety data sheets (SDS), Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statement (HMIS), shall be provided, as determined by the fire code official

Chapter 80 “REFERENCED STANDARDS” HAS AMENDED NFPA 24 AS FOLLOWS:

NFPA 24-22: Standard for Installation of Private Fire Service Mains and Their Appurtenances, as amended*

Chapter 80 "REFERENCED STANDARDS" HAS ADDED NFPA 855 AS FOLLOWS:

NFPA 855-23: Standard for the Installation of Stationary Energy Storage Systems.

APPENDIX B, TABLE NO. B105.1(1) "REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES" IS AMENDED AS FOLLOWS:

**TABLE NO. B105.1 (1)
REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3
AND R-4 BUILDINGS AND TOWNHOUSES^a**

FIRE FLOW CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE- FLOW (gallons per minute)	FLOW DURATION (hours)
0-3,600	No automatic sprinkler system	1000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1 (2)	Duration in Table B105.1 (2) at the required flow rate
0-3,600	Section 903.3.1.3 of the CFC or Section 313.3 of the CRC	1000	1
3,601 and greater	Section 903.3.1.3 of the CFC or Section 313.3 of the CRC	$\frac{1}{2}$ -value in Table B105.1 (2) ^a	1

For SI: 1 square foot= 0.0929 m², 1 gallon per minute= 3.785 L/m.

- a. The reduced fire-flow shall not be less than 1,000 gallons per minute for a duration of 1 hour.

SECTION B105.2 "BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES," IS AMENDED AS FOLLOWS:

Section B105.2 Buildings other than one- and two-Family dwellings, Group R-3 and R4 buildings and townhouses. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(2) and B105.2.

Exceptions:

- A. Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:

1. California State Parks buildings of an accessory nature (restrooms).
2. Safety roadside rest areas, (SRRA), public restrooms.
3. Truck inspection facilities, (TIF), CHP office space and vehicle inspection bays.
4. Sand/salt storage buildings, storage of sand and salt.

- B. Group U occupancies accessory to a one or two-family dwelling.

APPENDIX B, TABLE NO. B105.2, "REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES" IS AMENDED AS FOLLOWS:

TABLE NO. B105.2
REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1 (2)	Duration in Table B105.1 (2)
Section 903.3.1.1 of the California Fire Code	50% of the Value in Table B105.1 (2) ^a	Duration in Table B105.1 (2) at the reduced flow rate

a. The reduced fire flow shall not be less than 1,500 gallons per minute.

APPENDIX C, TABLE NO. C102.1, "REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS" IS AMENDED AS FOLLOWS:

TABLE NO. C102.1
REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS^e

FIRE FLOW REQUIREMENT (gpm)	MINIMUM NO. OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS a,b,d (Ft.)	MAXIMUM DISTANCE FROM HYDRANT TO ANY POINT ON STREET OR ROADWAY FRONTAGE-(Ft.)
1750 or less	1	300	150
1751-2250	2	300	150
2251-2750	3	300	150
2751-3250	3	300	150
3251-4000	4	300	150
4001-5000	5	300	150
5001-5500	6	300	150
5501-6000	6	250	150
6001-7000	7	250	150
7001 or more	8 or more	200	120

For SI: 1 foot= 304.8 mm, 1 gallon per minute= 3.785 L/m.

- a. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes or street width is in excess of 88 feet (26.82m), hydrant spacing shall average 300 feet on each side of the street and be arranged on an alternating basis.
- b. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet (305m) to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.
- c. One hydrant for each 1,000 gallons per minute or fraction thereof.
- d. Average spacing between fire hydrants may be extended to 500 feet (152.4m) on streets serving one and two-family dwellings.
- e. The fire code official is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints and hazards.

SECTION C104.2 "SINGLE OUTLET FIRE HYDRANTS" IS ADDED AS FOLLOWS:

Section C104.2 Single outlet fire hydrants. Where required by the fire code official, existing single outlet 2 ½ inch fire hydrants shall be changed to an approved steamer fire hydrant, when the following conditions occur:

1. The recoding of a tentative subdivision or parcel map.
2. A lot merger or split.
3. The modification of an existing structure resulting in an increased fire flow.
4. A change in occupancy type, use, or character of the building that results in an increased life safety or fire risk, as determined by the fire code official.
5. The construction of a new building.

SECTION C104.3 "RIGHT OF WAY IMPROVEMENTS" IS ADDED AS FOLLOWS:

Section C104.3 Right of way improvements. Existing fire hydrants affected by right of way improvements shall be moved to an approved location.

SECTION C106.1 "HYDRANT TYPE" IS ADDED AS FOLLOWS:

Section C106.1 Hydrant type. The fire code official shall approve the type of fire hydrants to be installed in public right of way or on private property prior to any such installation.

17.04.060 Repeal of Conflicting Ordinances.

All former fire prevention ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or of the code hereby adopted are hereby repealed.

Section 2. FINDINGS. In connection with the amendments enacted by Section 1 relating to the California Fire Code and its appendices, 2022 edition, the City Council of the City of Rancho Cordova makes the following findings pursuant to Health and Safety Code Sections 17958.5, 17958.7, and 18941.5. The changes are reasonably necessary because of local climatic, topographical, or geological conditions.

The City Council of the City of Rancho Cordova hereby adopts, pursuant to Section 18941.5 of the California Health and Safety Code, the following findings of fact:

(a) Under this adopting ordinance, specific amendments have been established which are more restrictive of nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes) commonly referred to as Title 24 & Title 25 of the California Code of Regulations. These amendments to the California Fire Code, 2022 edition, have been recognized by the City of Rancho Cordova to address the fire problems, concerns, and future direction by which the City can establish and maintain an environment which will afford a level of fire and life safety to all who live and work within its boundary.

(b) The International Code Council has assumed responsibility for the International Fire Code and International Fire Code Standards. The International Code Council provided a means for participation by all code enforcement officials from throughout the country as well as industry representatives, consultants, and other private parties with an interest in the International Fire Code.

(c) The International Fire Code, being the 2021 edition thereof, published by the International Code Council nationally recognized compilation of proposed rules, regulations, and standards of said Association.

(d) Said International Fire Code has been printed and published as a Code in book form within the meaning of Section 50022.1 of the Government Code of the State of California.

(e) Under the provisions of Section 18941.5 of the Health and Safety Code, local amendments are based on climatic, topographical, and geological conditions. The findings of fact contained herein address each of these situations and present the local situation, which either singularly or in combination, caused the aforementioned amendments to be adopted.

LOCAL CONDITIONS

- A. This amendment is justified on the basis of a local climatic condition. The City of Rancho Cordova, located within Sacramento County and within the jurisdiction of the Sacramento Metropolitan Fire District, is subject to precipitation, relative humidity, temperature extremes, and high velocity winds.

1. **Precipitation and relative humidity**

a. Conditions

Monthly precipitation ranges from .05 to 2.87 inches with an average of approximately 17.2 inches per year. The majority of this precipitation falls during the months of November through April. There is a dry period of at least six (6) months each year, May through October. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from twenty-nine (29) to thirty-eight (38) percent during spring, summer, fall, and from fifty-seven (57) to ninety (90) percent in the winter. It occasionally falls as low as fifteen (15) percent (National Weather Service Sacramento Branch average of historical data (<https://wrcc.dri.edu/cgi-bin/clilcd.pl?ca23232>)).

b. Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Due to dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

The Sacramento area has had several consecutive years of drought conditions thus reducing available water supply. The drought conditions have led to lower water tables. Groundwater as well as surface supplies have all been affected. The degradation of water supplies reduces the efficiency of fixed fire protection systems as well as hampering fire suppression activities. As an example, in 1998, the City of Sacramento lowered its static water pressure from 50 psi to 30 psi.

The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow in excess of six feet high before it dries out. Ten sq. feet of this

type of fuel is equivalent to the explosive force of one gallon of gasoline.

Low-level fog (Tule Fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders and has caused numerous vehicle accidents including the December 11, 1997, Interstate 5 incident in Elk Grove which involved 36 vehicles and caused 31 casualties including 5 fatalities. The fog can also cause freezing and slick roadways.

2. **Temperature**

a. Condition

Temperatures have been recorded as high as 115° F throughout the Sacramento region. Average summer highs are in the 86° F range, with average maximums of 108° F (National Weather Service Sacramento Branch average of historical data (<https://wrcc.dri.edu/cgi-bin/cliilcd.pl?ca23232>)).

b. Impact

The Sacramento region has extreme variations in weather patterns too. Summers are arid and warm, winters are cool to freezing, fall and spring can bring any combination of weather pattern together. It is this cyclical uncertainty that allows weather events such as the rapid melting of the snow pack which causes flooding in the low-lying valley areas of Sacramento County.

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. **Winds**

a. Condition

Prevailing winds in the area are from the south or southeast. However, winds are experienced from virtually every direction at one

time or another. Velocities are generally in the six (6) mph to nine and one half (9.5) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to seventy-four (74) mph have been registered locally. During the winter half of the year strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions. (National Weather Service Sacramento Branch average of historical data (<https://wrcc.dri.edu/cgi-bin/clilcd.pl?ca23232>)).

b. Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials. Buildings with inadequately separated interior areas or lacking automatic fire protection systems are also at risk.

Throughout the District, homes are being built within grass and brush covered rural areas creating an urban interface environment. Combustible weeds on vacant lots, coupled with windy conditions can be a recipe for disaster. Throughout the State of California, large catastrophic fires in these urban interface environments have resulted in loss of life and property at an increasing rate.

- B. This amendment is justified on the basis of a local geologic condition. Sacramento County is subject to seismicity as it is located within seismic zone 3 (major damage capability). Faults within this area are (1) Rescue Lineament-Bear Mountain Fault; (2) San Joaquin Fault; (3) Vacca-Kirby Fault; (4) Greenville Fault; and (5) Dunnigan Hills Fault.

Sacramento County is bisected by major transportation corridors including Interstate 80 and U.S. 50 which traverses in an east/west direction and is bisected by both Highway 99 and Interstate 5. The Sacramento Metropolitan Fire District and The Cosumnes Fire Department serve a combined population in excess of 923,000 residents and over 500 square miles. There are 2 major rail lines which run through the Districts. An overpass or underpass crossing collapse would significantly increase response time for fire and emergency vehicles and hinder mutual aid efforts. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire Districts. The occurrence of multiple fires will quickly deplete existing fire districts' resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

The above local topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires.

- C. This amendment is justified on the basis of a local topographic condition. Sacramento County is subject to increased vegetation, varied surface features, hazardous building operations, increased landscaping and terrain risk factors.

1. Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six (6) to eight (8) months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire Districts, especially in those fully developed areas and those areas marked for future development.

Development continues to extend from the urban core into grass-covered areas and brush/tree covered canyons, such as the American River Parkway, where every 20-percent increase in slope doubles the rate of fire spread.

2. Surface features

The Districts are bisected by Sacramento RT Light Rail running east/west and the Union Pacific mainline running north/south with an average of eighteen to twenty-four trips daily and with the ability to increase the trips significantly without prior notice to the District.

Underground pipelines run parallel to the mainline in a north/south direction in the western portion of the district and carry liquid petroleum, and natural gases under high pressure. It is reasonably foreseeable that this bisection of the Districts by the railroad track could result in the reduction of response time for fire and emergency vehicles in the event a train is traveling on the railroad track at the time of a fire or other emergency.

3. Buildings, landscaping, and terrain

The Districts include several topographical features, including major rivers and creeks, aqueducts, lakes, sloughs, natural parkways, open space, bridges/overpasses, freeways, railroad tracks, drainage canals, and sprawling industrial facilities such as Kinder Morgan, U.S. Cold Storage, Ampaq, and McClellan Park. Traffic has to be channeled around several of these topographical features and limitations, which creates traffic congestion and delays in emergency response. In the event of an accident or other emergency at one of the key points of intersection between a road and river or freeway, sections of the Districts could be isolated or response times could be significantly increased so as to increase the risk of injury or damage. These features are located between many of the District's fire stations.

Preservation of wetland areas, natural parkways, riparian corridors along rivers/streams, vernal pools, open space and endangered species habitats have all contributed to access problems as well as exemption from vegetation abatement programs. These situations, though very environmentally important, do increase the demands on the fire service due to the extreme fire hazard created by fuel loading and limited access. Reduced available infrastructure features, such as roads, water supplies, and fire protection, hamper the effectiveness of fire response resources. These rural areas are subject to a higher degree of risk without mitigation measures.

Intricate levee systems hold back a portion of the floodwater. However, significant flooding has occurred in many of the Districts' low-lying areas where soil conditions are not conducive to rapid infiltration. Localized street flooding has occurred near creeks which make access for fire-fighting equipment difficult.

The above local topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires.

Additional variables that may negatively impact emergency response:

1. The extent of damage to the water system.

2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.

2022 California Fire Code

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
105.5.5	Carnivals and fairs		X			Administrative
107.7	Cost Recovery Fees			X		Administrative
109.3.1	Electronic Filing			X		Administrative
111.1	Board of Appeals Established		X			Administrative
112.4	Violation Penalties		X			Administrative
112.4.2	Citations			X		Administrative
112.4.3	California Bail Schedule			X		Administrative
113.4	Failure to comply		X			Administrative
202	General Definitions		X	X		Administrative
503.1.2.1	Remoteness			X		B, C2
503.6.1	Electrified security fences			X		Administrative
505.1	Address identification		X			A1
505.1.1	Illumination			X		A1
507.1.1	Connection			X		A2, A3, C1
507.5.1	Where required		X			A2, A3, C1
507.5.1.1	Hydrant for standpipe systems		X			A2, A3, C1
510.4.1.1	Minimum signal strength into the buildings		X			C3
510.4.1.2	Minimum signal strength out of the building		X			C3
901.4.7	Pump and riser room size		X			A1, A2
901.4.7.2	Marking on access doors		X			A1
901.4.7.4	Lighting		X			A3, B

ITEM 10.3.

ATTACHMENT 13

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
903.2	Where required		X			A2, A3, B, C1, C2, C3
903.2.1.1	Group A-1		X			A2, A3, B, C1, C2, C3
903.2.1.2	Group A-2		X			A2, A3, B, C1, C2, C3
903.2.1.3	Group A-3		X			A2, A3, B, C1, C2, C3
903.2.1.4	Group A-4		X			A2, A3, B, C1, C2, C3
903.2.2.1	Group B			X		A2, A3, B, C1, C2, C3
903.2.3	Group E		X			A2, A3, B, C1, C2, C3
903.2.4	Group F-1		X			A2, A3, B, C1, C2, C3
903.2.4.4	Group F-2			X		A2, A3, B, C1, C2, C3
903.2.7	Group M		X			A2, A3, B, C1, C2, C3
903.2.7.2	Group M Upholstered Furniture or Mattresses		X			A2, A3, B, C1, C2, C3
903.2.8.1.1	Group R-3 manufactured housing			X		A2, A3, B, C1, C2, C3
903.2.8.3	Group R-4, Condition 2		X			A2, A3, B, C1, C2, C3
903.2.9	Group S-1		X			A2, A3, B, C1, C2, C3
903.2.9.1	Repair garages		X			A2, A3, B, C1, C2, C3
903.2.10	Group S-2 parking garages		X			A2, A3, B, C1, C2, C3
903.2.10.1	Commercial parking garages		X			A2, A3, B, C1, C2, C3
903.2.10.3	Group S-2			X		A2, A3, B, C1, C2, C3
903.2.18.1	Group U private garages and carports accessory to Group R-3 occupancies		X			A2, A3, B, C1, C2, C3
903.3.1.2	NFPA 13R sprinkler systems				X	A2, A3, B, C1, C2, C3
903.3.1.2.1	Balconies and decks				X	A2, A3, B, C1, C2, C3
903.3.1.2.2	Corridors and balconies in the means of egress				X	A2, A3, B, C1, C2, C3
903.3.1.2.3	Attics				X	A2, A3, B, C1, C2, C3
903.3.8.4	Supervision		X			B, C2, C3
903.3.9	Floor control valves		X			B, C2, C3
903.4.2	Alarms		X			A1, B, C2, C3
903.4.3	Floor control valves		X			B, C2, C3
903.6	Where required in existing buildings and structures		X			A1, A3, C1, C2, C3
903.6.1	Monitoring			X		B, C2, C3
1028.5.1	Exit discharge surface			X		A1

Section	Title	Adopted form CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
1201.1	Scope		X			A1, A3, B, C1, C2, C3
3313.1	When required		X			A2, A3, B, C1, C2, C3
3313.2	Combustible building materials				X	A2, A3, B, C1, C2, C3
3313.3	Vertical construction of Types II, IV, and V construction				X	A2, A3, B, C1, C2, C3
3313.3.1	Fire separations up to 30 feet				X	A2, A3, B, C1, C2, C3
3313.3.2	Fire separations of 30 feet up to 60 feet				X	A2, A3, B, C1, C2, C3
3313.3.3	Fire separations of 60 feet or greater				X	A2, A3, B, C1, C2, C3
3313.4	Vertical construction, Type I and II construction				X	A2, A3, B, C1, C2, C3
3313.5	Standpipe supply				X	A2, A3, B, C1, C2, C3
3312.2 – 3313.5	Water supply for fire protection				X	A2, A3, B, C1, C2, C3
5003.9.1.2	Emergency response support information			X		A, B, C
Chapter 80	Reference standards, NFPA 24		X			A, B, C
Chapter 80	Reference standards, NFPA 855			X		A, B, C
Appendix Chapter 4	Special detailed requirements based on use and occupancy	X				A2, A3, B, C1, C2, C3
Appendix B	Fire-Flow Requirements for Buildings	X				A2, A3, B, C1, C2, C3
Appendix B, Table B105.1(1)	Required fire flow for one and two- family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix B B105.2	Buildings other than one and two- family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix B Table B105.2	Required fire flow for buildings other than one and two-family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix BB	Required fire flow requirements for building	X				A2, A3, B, C1, C2, C3
Appendix C, Table C102.1	Required number and spacing of fire hydrants		X			A2, A3, B, C1, C2, C3
Appendix C	Fire hydrant locations and distribution	X				A2, A3, B, C1, C2, C3
Appendix C, Section C104.2	Single outlet fire hydrants			X		A2, A3, B, C1, C2, C3
Appendix C, Section 104.3	Right of way improvements			X		A2, A3, B, C1, C2, C3
Appendix C, Section C106.1	Hydrant type			X		A2, A3, B, C1, C2, C3
Appendix CC	Fire hydrant location and distribution	X				A2, A3, B, C1, C2, C3

ITEM 10.3.**ATTACHMENT 13**

Section	Title	Adopted from CFC	Amended from CFC	Added from CFC	Deleted from CFC	Justification
Appendix H	Hazardous materials management plans and hazardous materials inventory statements	X				A2, A3, B, C1, C2, C3
Appendix O	Temporary haunted houses, ghost walks and similar amusement uses	X				A2, A3, B, C1, C2, C3

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 12.1.

DATE: November 7, 2022
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **PLANNING PROJECT PROCESSING AND PROCEDURES**

RECOMMENDATION

Receive information on the overall key steps to processing planning entitlements, including when in the process specific questions can be addressed.

RESULT OF RECOMMENDED ACTION

The purpose of the discussion is to provide the Council and public with information related to the key steps associated with processing planning entitlements and, when in the process, specific questions can be addressed by staff. No formal action will be taken by the Council.

BACKGROUND

Recently during a Council meeting, a request was made by Council to bring an item forward to discuss when and how responses can be provided to questions from the public related to projects in process with the Planning Division. The presentation by staff will walk through the key steps in the project review process, types of questions received and when in the process responses to questions can be provided.

Project Review

Project review happens in four steps; Pre-Application Coordination, Application Submittal, Application Review, and Final Review and Decision. A general overview of what happens in each step is provided below.

- Pre-Application - Initial inquiry to the City and/or attendance at a Development Services Team meeting. This step means that someone is interested in developing a new residential, commercial or industrial project. These potential projects do not always become an actual project that is submitted. Sometimes these inquiries are merely one that requires internal tenant improvements to an existing building and would only result in a building permit.
- Application Submittal - The Planning Division receives an application submittal and project documents.
- Application Review - All relevant City departments and external agencies receive the project application and documents for review. Multiple re-submittals to address comments could be received. A determination is made on what type of environmental

document will be needed and if any technical or supplemental studies will be needed. A community meeting is held during this step in the process.

- Final Review and Decision - A public hearing is scheduled for the appropriate approval body. All final hearing documents are prepared, such as a staff report, conditions of approval, an ordinance or resolution with the required findings, etc.

It's important to understand what occurs in these four steps, as that directly relates to the types of questions typically received and when those can be addressed.

Categories of Questions

Generally, questions asked about projects fall into four categories; Process Questions, General Technical Questions, Project Specific Technical Questions and Personal Opinion Questions.

Examples of these questions are:

- Process Questions - What are the noticing requirements for a conditional use permit?
- General Technical Questions - What is the parking requirement for retail uses?
- Project Specific Technical Questions - Is this project consistent with zoning?
- Personal Opinion Questions - DO you think this project is appropriate for the community?

Of the four categories, staff will never provide a response to a personal opinion question. It is not the staff's job to take a personal opinion on a particular project. Staff's role is to process a project objectively against the various local, state and federal codes and standards that a particular project would be subject to. Process questions and general technical questions can typically be addressed at any point during the application process and even prior to the submission of an application. Project specific technical questions will generally be addressed during the final review stages of a project. These are typically questions that are associated with compliance of codes and standards that get translated into findings for approval. Addressing these types of questions in advance of preparing final review and decision documents raises issues of an unbiased due process or providing information that may be correct at that point in time, but changes upon receipt of new technical studies or revised submittals. For example, a project might meet the required minimum parking standards with the first submittal package, but a comment that warrants a redesign could impact the parking layout and it becomes out of compliance in the second submittal. While it may seem fairly simple to address the question of whether the project is consistent with parking standards, that type of question is ultimately associated with a finding of consistency with the Zoning Code, which is addressed in the final hearing documents. It should be noted, that a response to a question directed towards staff will be addressed to the extent possible and if that question cannot be addressed at that specific point in the process, an explanation as to why will be provided.

Summary

In summary, this staff report provides a general overview of the key steps in project processing and the types of questions typically asked throughout the application process. If upon completion of the discussion, additional information is needed, staff would request the Council provide direction on what additional information is needed and that can be provided at during the discussion if possible or brought back for further discussion.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Presentation

Planning Project Processing and Procedure

Monday, November 7, 2022



CityOfRanchoCordova.org

Purpose of Tonight's Meeting

- Receive information on the overall key steps to processing planning entitlements and when in the process specific project related questions can be addressed.

Process Questions

- What are the noticing requirements for a CUP?

General Technical Questions

- What is the parking requirement for retail use?

Project Specific Technical Questions

- Is this project consistent with zoning?

Personal Opinion Questions

- Do you think this project is appropriate for the community?



Pre-
Application
Coordination

Application
Submittal

Application
Review

Final Review
and Decision

- All relevant City departments and external agencies receive project application and documents for review
 - Potential multiple re-submittals of proposed project per comments received from staff
 - CEQA, technical and supplemental studies, etc.
 - Community meeting
- Public hearing scheduled with Planning Commission or City Council

Process Questions

General Technical Questions

Project Specific
Questions

Pre-
Application
Coordination

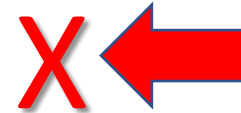
Application
Submittal

Application
Review

Final Review
and Decision

Process Questions**General Technical Questions**

- Due Process
- Right to a Hearing
- Conflicts of Interest/ Bias
- CEQA
- Staff Technical Analysis and New Information

**Project Specific Questions**

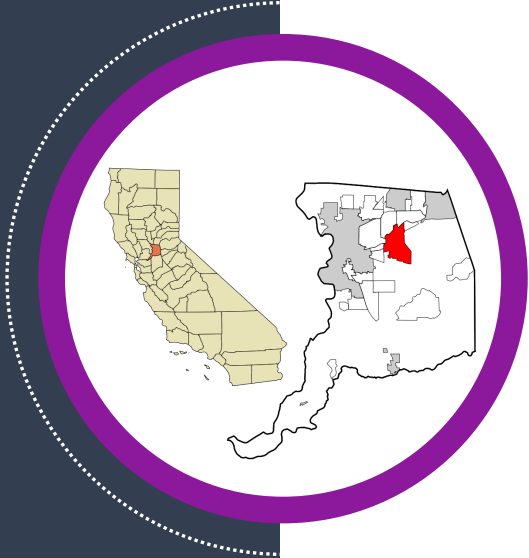
Pre-
Application
Coordination

Application
Submittal

Application
Review

Final Review
and Decision

Questions?



THANK YOU

QUESTIONS & DISCUSSION



MEMORANDUM



ITEM 12.2.

DATE: November 7, 2022
TO: Honorable Mayor and Council Members
FROM: Lorianne Ulm, Community Engagement Analyst II
SUBJECT: **COMMUNITY ENGAGEMENT DIVISION ANNUAL UPDATE**

RECOMMENDATION

Provide Community Engagement Division update and answer Council questions.

RESULT OF RECOMMENDED ACTION

An update to City Council on the Community Engagement components, accomplishments for fiscal year 2021/22, as well as an overview on what's planned for fiscal year 2022/23.

BACKGROUND

Annually, the Community Engagement Division presents an update to the City Council. During updates, staff provided the Council with:

- Community Engagement Division project overview (Beautification & Neighborhood Engagement, and Special Projects/Events)
- Community Engagement accomplishments
- City Community Engagement Division Action Plans for 2022/23

The goal of the update is to provide the Council with a review of 2021/22 successes/accomplishments, as well as 2022/23 action plans.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Community Engagement Division Council Update 10.3.22

Community Engagement FY 21/22 Division Update



Community Engagement Division Team:
Lorianne Ulm, Community Engagement Manager
Matt Buland, Community Engagement Assistant
Alexxiss Diaz, Community Engagement Representative



A look into Community Engagement FY 2021-2022

Division
Components

Projects &
Accomplishments
for FY 21/22

Priorities for
FY 22/23

Community Engagement FY 21/22 Division Update



Community Engagement Division Team:
Lorianne Ulm, Community Engagement Manager
Matt Buland, Community Engagement Assistant
Alexxiss Diaz, Community Engagement Representative

**Community Engagement:
Beautification**



The **Residential Beautification Program** helps income qualified property owners beautify their properties.

Good Neighbor Assistance Program

- FY 21/22 - 19 properties
- 33 properties completed since program began

Projects addressed in this program

- Low water landscape
- Hazardous Tree removal
- Tree pruning
- Fence repair/replacement
- Junk and debris removal



Residential Beautification Program Incentives

Chain Link Fence Incentive: Up to \$1,000 for the removal of your chain link fence

- 4 properties (FY 22/23)

Cash For Clunkers Incentive: Up to \$500 to remove your unwanted or inoperable vehicle

- 8 properties (FY 22/23)



Community Enhancement & Investment Fund

Rebuilding Together Sacramento

21/22 Program Details:

Homes: 14 major home renovations + 17 minor home renovations

- Total number of volunteers: 315
- Total number of volunteer hours: 1260
- Totaling 1260 volunteer hours with a dollar value of \$37,737



Community Enhancement & Investment Fund

Habitat for Humanity

21/22 Program Details:

Homes: 2 major home renovations + 10 Brush for Kindness Projects

- Total number of volunteers: 112
- Total number of volunteer hours: 672
- 672 volunteer hours with a dollar value of \$20,126



Beautification Programs in Rancho Cordova

A Story Map [f](#) [t](#) [l](#)

City run program to resolve street facing current or potential code violations. Projects are completed through the use of a contractor with focus on long-term solutions.

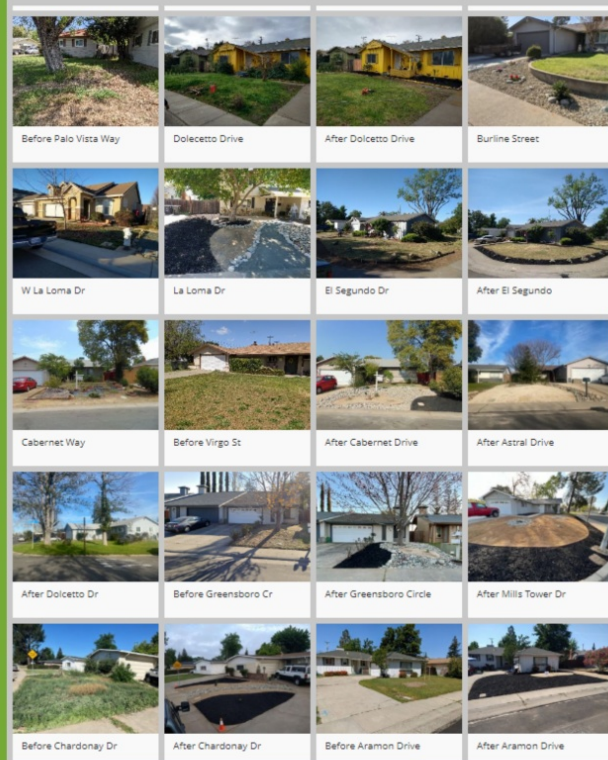
Good Neighbor Assistance Program

Rebuild Together Sacramento

Habitat For Humanity

Sierra Service Project

GNA (Small General Landscape Volunteer Projects)



Community Engagement FY 21/22 Division Update



Community Engagement Division Team:
Lorianne Ulm, Community Engagement Manager
Matt Buland, Community Engagement Assistant
Alexxiss Diaz, Community Engagement Representative



**Community Support
& Partnership**





Community Partnerships

- Project 680
- Rotary Club of Rancho Cordova
- Leadership Rancho Cordova
- Rancho Cordova Food Locker
- Cordova Community Council
- Folsom Cordova Community Partnership
- VINS Meeting Support
- Local School Engagement
- Local Business Volunteer Coordination
- Existing NA's & HOA's

Community Grants

- Your World Your Canvass (La Car's Legacy)
- Thanksgiving & Holiday Giveaways (Rancho Cordova Food Locker)
- Winter Festival (Folsom Cordova Community Partnership)
- Harvest Festival (River City Christian)
- Cultural Events Series (Folsom Cordova Community Partnership)
- California Capital Documentary Festival Gala (California Capital Arts Foundation)
- Kid's Day Performance (CYSO – Youth Orchestra)
- Back to School Backpack Giveaways (SheBUILDS)
- Sudanese Cultural Day (Sudanese Association of Sacramento)

Total of 10 grants with a total of approximately 10,000 people reached



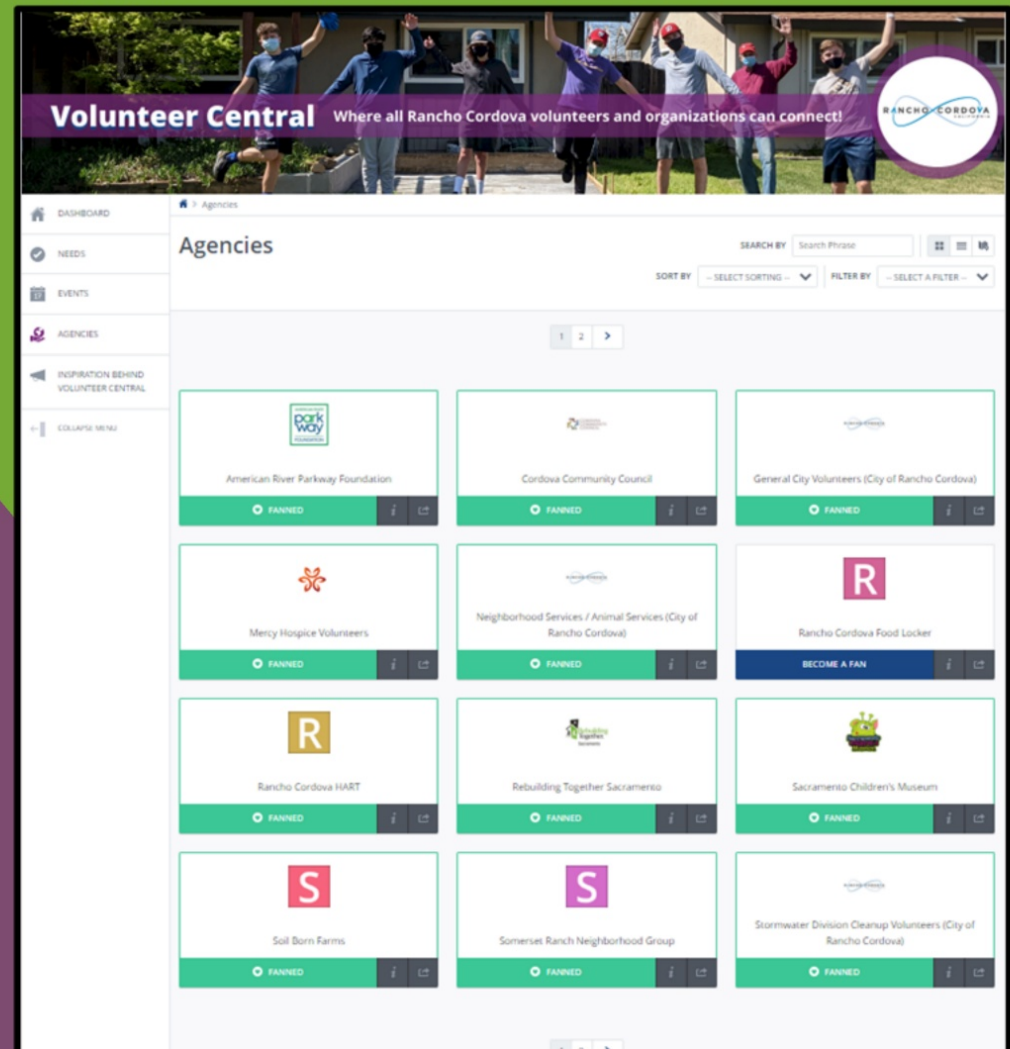


Volunteer Central provides a centralized website for service minded residents and volunteer-based organizations to connect in order to better the lives of Rancho Cordovans.

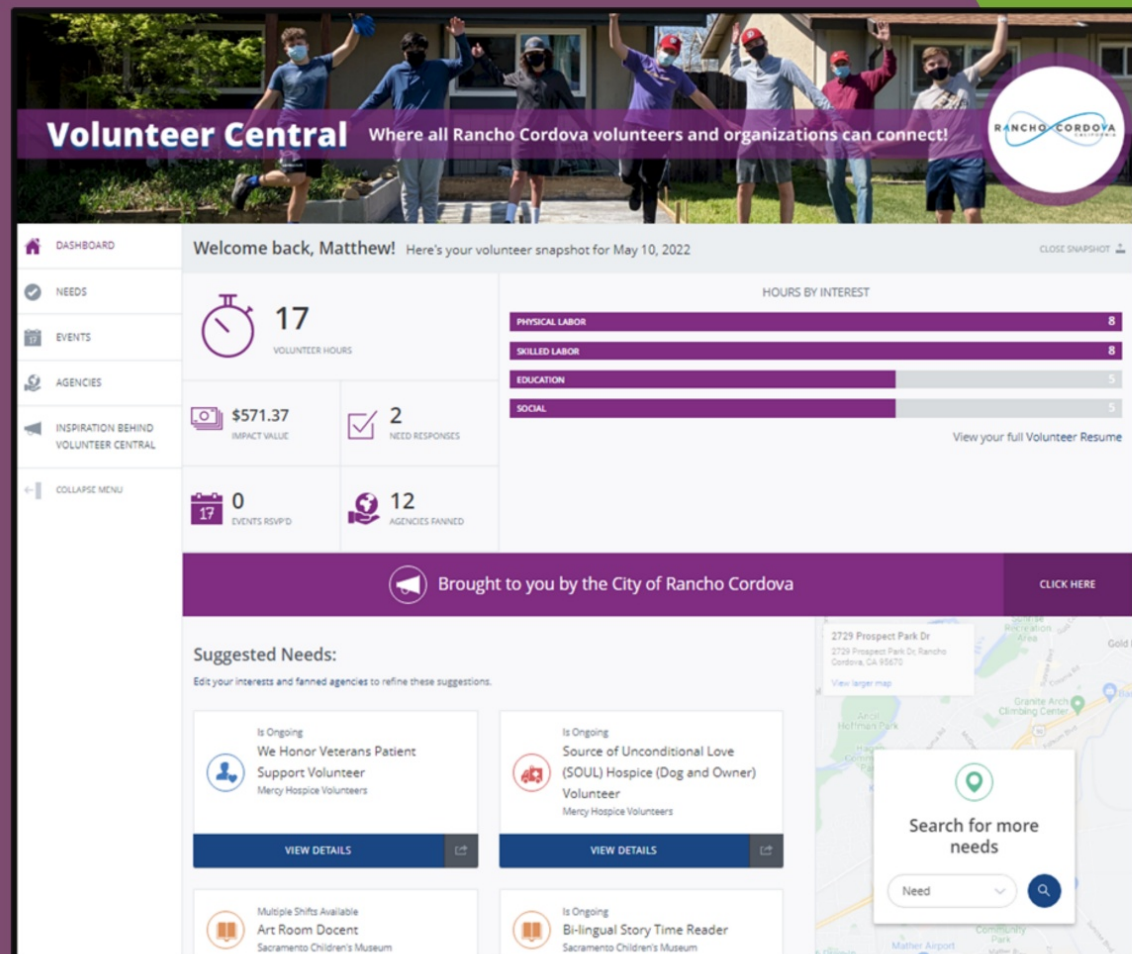
- Volunteers: 288
- Agencies: 23
- Agency Events and Volunteer Needs: 59

Volunteer Central

Volunteers can customize volunteer opportunities based off of interest of organizations



Volunteer dashboard tracks service hours, sign-ups, and scheduling calendar



Testimonials.....

"I wanted to reconnect to the local community, and I was told that volunteering would help me gain other experience. I've now volunteered at the Mills Arts and Culture Center (MACC) and the Sacramento Children's Museum through Volunteer Central and the email reminders, calendar, and a centralized place to see what places needs are has been helpful to me."

-**Carrie Cha**, Resident

"Volunteer Central has been a great resource for me to direct people to instead of explaining and organization opportunities myself."

-**Rachelle Ahmad**, Children's Museum

"It is great to have all the volunteer needs and organizations in one spot for the entire City of Rancho Cordova. The community will find new organizations that they didn't know about and become educated on what is happening in their city."

-**Cheryl Gleason**, Art Director/Curator for the Mills Station Arts and Culture Center (MACC)

How to Sign Up



STEP
1

Go to:
**CityofRanchoCordova.org/
volunteer.** Click on the
SIGN UP button, then create
your account.

STEP
2

Select
Interests

STEP
3

Select
Causes

STEP
4

Become an
Agency Fan

*Once you have created your account, you can click on
"edit profile" to complete your profile, or make changes.*

Brought to you by:



Questions?

916.851.8755

Volunteers@cityofranhocordova.org

Sign up: CityofRanchoCordova.org/
volunteer



Community Engagement FY 21/22 Division Update



Community Engagement Division Team:
Lorianne Ulm, Community Engagement Manager
Matt Buland, Community Engagement Assistant
Alexxiss Diaz, Community Engagement Representative

**Community Engagement:
Neighborhood Engagement
Program**

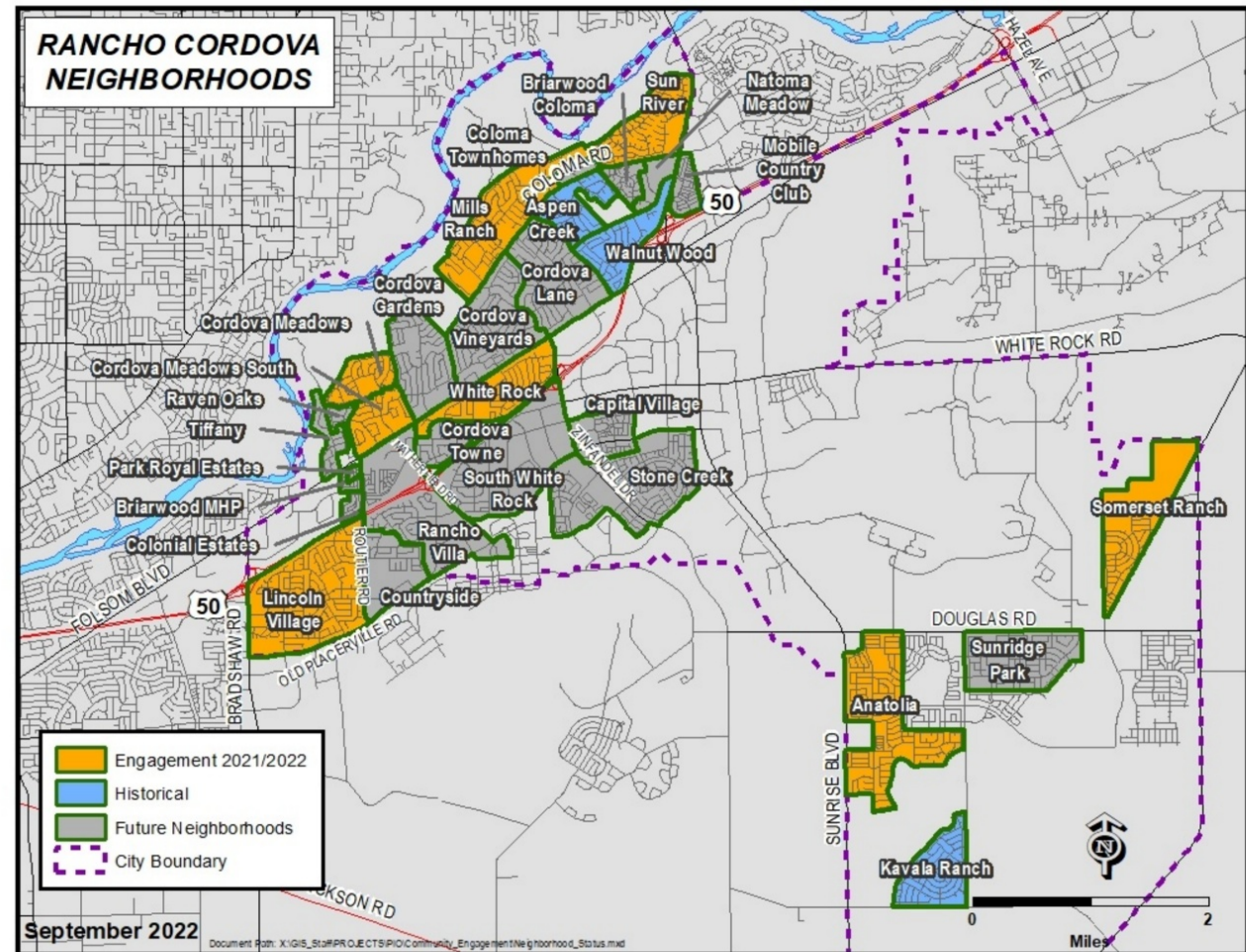


Neighborhood Engagement Program

Neighborhoods:

- Mills Ranch NEW
- Lincoln Village
- Somerset Ranch
- Cordova Meadows
- Anatolia
- White Rock
- Sunriver

Here's what we're doing in each neighborhood...



Rancho Cordova School Engagement

FCUSD

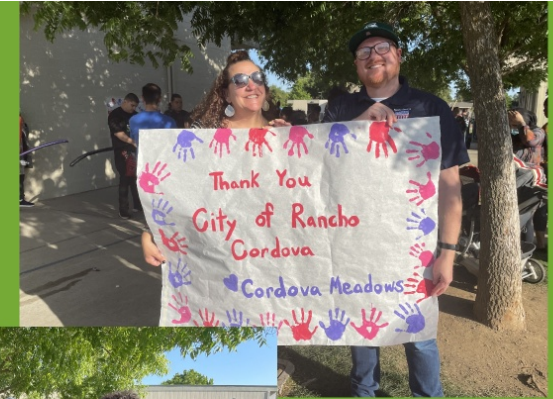
- Cordova Meadows Elementary
 - End-of-Year Open House
 - 400 students
 - May 12

EGUSD

- Robert J. Mcgarvey Elementary
 - End-of-Year Open House
 - 500 students
 - April 21 & May 5

SCUSD

- Abraham Lincoln Elementary
 - RCPD Meet and Greet
 - School Art Project Date TBD



Good Neighbor Day

A fun event to meet city officials, city staff and learn more about helpful resources to continue building thriving neighborhoods in Rancho Cordova.

White Rock Neighborhood

- 100 attendees

Cordova Meadows Neighborhood

- 200 attendees

Sunriver Neighborhood

- 250 attendees

Mills Ranch Neighborhood

- 200 attendees



Thank You To Our Partners:

- RCPD/Pal
- Whisker Warriors
- FCCP
- Del Paso Heights
- American River Parkway Foundation
- Cordova Recreation & Park District
- Republic Services
- Sacramento Tree Foundation/ SMUD
- City Arborist
- Public Works Stormwater
- Neighborhood Services
- City Council/City Staff



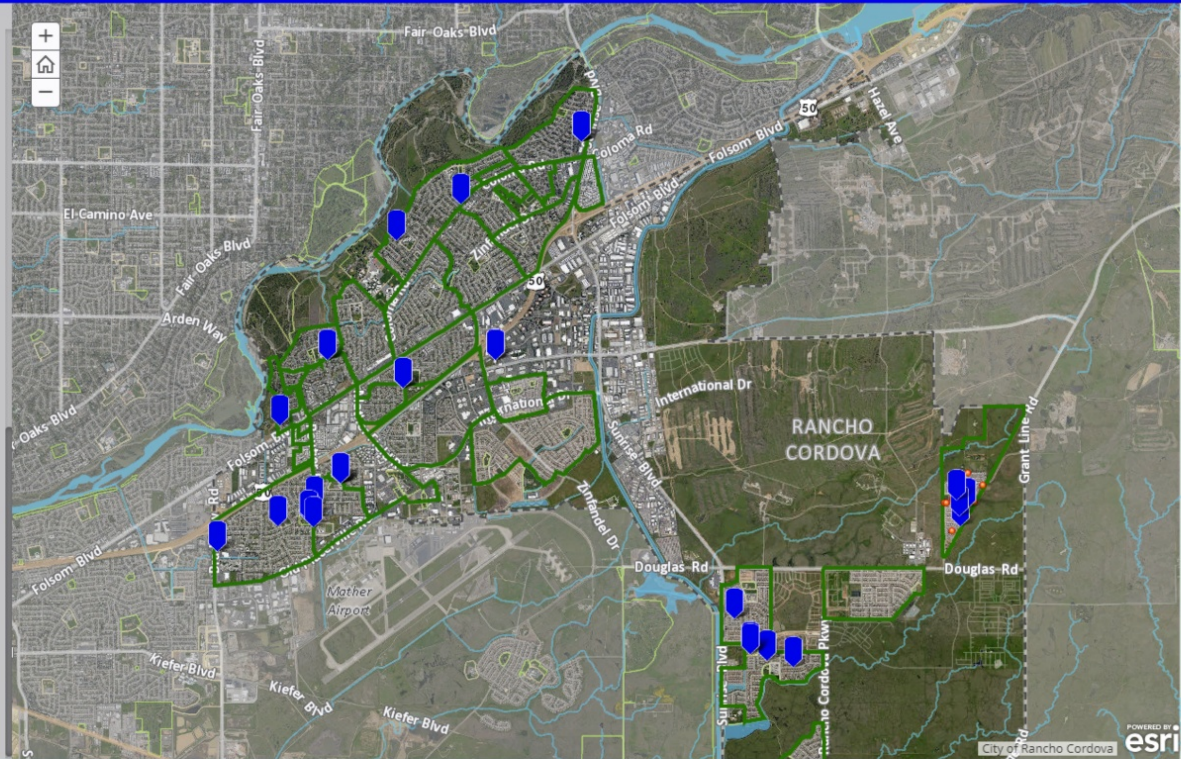
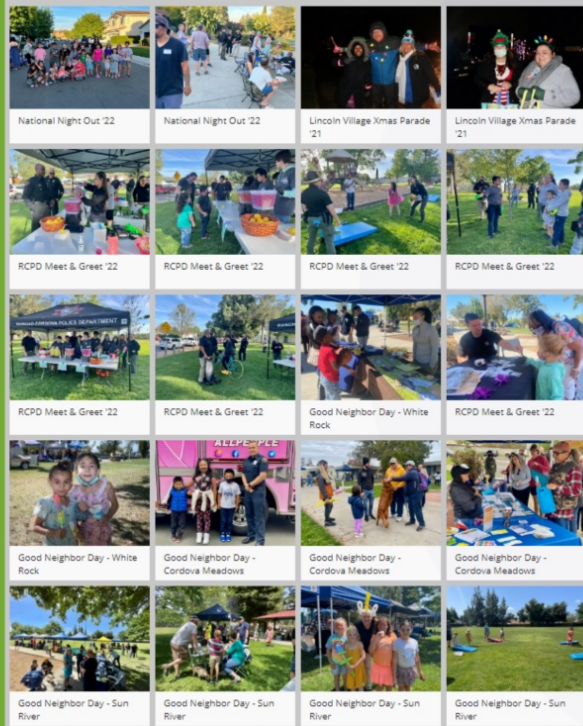
Residential Micro-Grants - FY 2021/2022

- 4th of July (Somerset Ranch Residents)
- Halloween Candy Bags Distribution (Lincoln Village Residents)
- CCC Kids Day Booth (Lincoln Village Residents)
- Cypress Community 4th of July Picnic (Cypress Residents)
- NNO Event (Cordova Meadows Residents)
- Juneteenth Event (Lincoln Village Residents)
- Trunk or Treat Event (Somerset Ranch Residents)

Total of 7 grants with a total of 2,000 residents reached



Neighborhood Engagement - Rancho Cordova

A Story Map [f](#) [t](#) [l](#)
[Neighborhood Events](#)
[Lincoln Village](#)
[Somerset Ranch](#)
[Cordova Vineyards](#)
[Mills Ranch](#)


Community Engagement FY 21/22 Division Update



Community Engagement Division Team:
Lorianne Ulm, Community Engagement Manager
Matt Buland, Community Engagement Assistant
Alexxiss Diaz, Community Engagement Representative

**Community Engagement:
Special Projects**



Special Projects & Events in Rancho Cordova

Projects &
Programs

City
Partnered
Events

Projects & Programs

- Rotary Club of Rancho Cordova NEW
- Leadership Rancho Cordova
- Project 680
- Urban Forest Committee
- City Sustainability Team NEW
- Strong Neighborhoods Cabinet



City Partnered Events

- Coffee with the Mayor '21
- Lincoln Village Holiday Parade
- Del Paso Heights Vaccination Clinic
300 vaccinations/boosters:
- RCPD Lemonade & Pizza with a Cop
- Public Works Stormwater Education
- Cordova Meadows 4th & 5th grade classes
- iFest City Booth
- 4th of July City Float
- Moving with the Mayor '22
- National Night Out



Refugee Resource Fair

- 35 Families/75 Attendees
- Participating Agencies
 - International Rescue Committee - IRC
 - Rancho Cordova Food Locker
 - Folsom Cordova Community Partnership
 - Walnutwood Adult School - FCUSD
 - Red Cross
 - Rancho Cordova Athletic Association - RCAA
 - WellSpace Health Rancho Cordova
 - Sacramento County Health Services
 - Muslim American Society - MAS-SFF
 - Refugee Enrichment & Development Center - REDA





Special thank you to our task force: FCCP, FCUSD Adult School, International Refugee Committee, Rancho Cordova Food Locker, and city staff for helping make this a great success!

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4th of July Celebration



Somerset Ranch

4th of July Celebration



Somerset Ranch

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Actions for 2022/23



Beautification

Continue to
Support
Networking

Neighborhood
Engagement
Program Growth

Continue
Promoting
Positive City
Image

Beautification

Enhancing residential neighborhoods through beautification programs and projects.

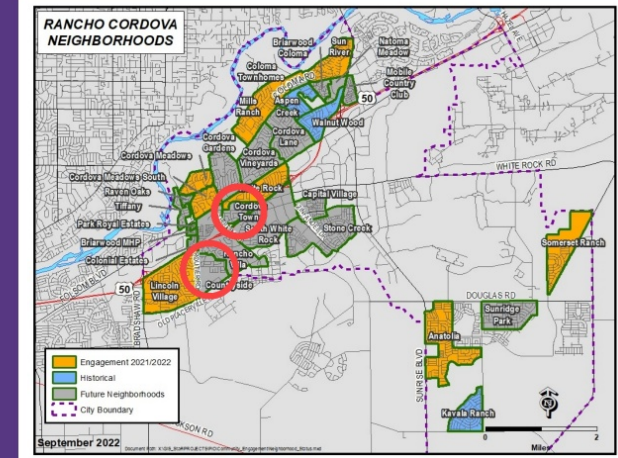
- Residential Beautification Program
 - Good Neighbor Assistance
 - Chain Link Removal
 - Cash for Clunkers
- Local Business Custom Volunteer Experiences
- Habitat for Humanity Brush for Kindness
- Rebuilding Together Sacramento
 - Rebuild Days
 - Critical Repair Program NEW
- Sierra Service Project Summer Program NEW

Continue Community Support & Networking

- Building Community Partnerships
- Share Resources
- Support Community Grants
- Support Events
- Share Opportunity List of Community Resource
- Expand Volunteer Central

Neighborhood Engagement Program Growth

- Continue Engagement in Existing Neighborhoods
- Proposed Neighborhoods 2022/23
 - Countryside
 - Cordova Towne
- Good Neighbor Days -
Future Locations:
 - Vineyards
 - Countryside
- Residential Micro-grants



Special Projects/ Programs/Events

Promote Positive City Image

- **Continue Supporting City Events**
- Supporting Leadership Rancho Cordova
- Supporting Rotary Club of RC Service Projects
- Support Project 680
- Urban Forest Committee/Materplan Community Engagement
- Sustainability Working Group Support
- Lincoln Village Holiday Parade





Questions?

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