

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, December 4, 2023

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

Join the Meeting Via Zoom Link:

https://cityofranchocordova.zoom.us/j/85752329025?pwd=yknPXpWqg_w5P_XUYWFfXK9VAVVdIQ.Zyata9p0SuGSGcwk

Join the Meeting via the Zoom Phone Number

Zoom Phone Number: +1 669 900 6833, +1 253 215 8782

Webinar ID: 857 5232 9025

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@cityofranchocordova.org no later than 2:00 p.m. on Monday, December 4, 2023. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 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 before Monday, December 4, 2023, at 2:00 p.m.

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEMS

3.1. Subject: Community Engagement Division Update.

Recommendation: Receive the presentation and provide feedback.

3.2. Subject: A Presentation on the Monier Circle Stormwater Detention Basin Project.

Recommendation: Receive presentation on the progress of the Monier Circle Stormwater Detention Basin Project.

4. ADJOURN TO REGULAR MEETING

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

5. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

There will be a moment of silence in lieu of the invocation.

9. SPECIAL CEREMONIES - SWEAR IN MAYOR AND VICE MAYOR

9.1. Swearing in of Vice Mayor.

- 9.2. Swearing in of Mayor.
- 9.3. Presentation to Outgoing Mayor Budge.

10. CELEBRATORY BREAK

11. PRESENTATIONS

- 11.1. Folsom Cordova Unified School District Presentation on Facilities and Funding.

12. 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.

13. COUNCIL REPORTS

14. CITY MANAGER'S REPORT

15. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 15.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of November 6, 2023, the Special City Council Meeting of November 13, 2023, and the Special City Council Meeting of November 28, 2023.

Recommendation: Adopt the minutes.

- 15.2. **Subject:** Second Reading of an Ordinance Establishing a Special Tax Zone 8 for Transit-Related Services for The Ranch Active Adult Project.

Recommendation: Waive second reading and adopt the Ordinance.

- 15.3. **Subject:** A Resolution Declaring the Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on The Ranch Active Adult Project in the City of Rancho Cordova.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on The Ranch Active Adult project.

- 15.4. **Subject:** A Resolution to Approve the Execution of a Memorandum of Understanding with the Sacramento Area Council of Governments to Receive Green Means Go Capital Project Grant

Funds in the Amount of \$5,000,000 for the Mills Crossing Project.

Recommendation: Adopt the Resolution.

- 15.5. **Subject:** A Resolution Authorizing the City Manager to Execute an Agreement with the California Department of Housing and Community Development for the Prohousing Incentive Pilot Program.

Recommendation: Adopt the Resolution.

16. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 16.1. **Subject:** An Ordinance Amending Title 23, Chapter 23.325 Overlay Zoning Districts, Chapter 23.716 Landscaping, Chapter 23.719 Parking and Loading, Chapter 23.734 Accessory Structures, Chapter 23.743 Signs, and Chapter 23.1104 Definitions (CEQA Exemption Found in Guideline Section 15061(B)(3)).

Recommendation: Waive the first reading and introduce the Ordinance.

17. PUBLIC HEARING ITEMS

None.

18. REGULAR CALENDAR ITEMS

- 18.1. **Subject:** Discussion Regarding Residential Solid Waste Collection and Street Sweeping Services Contract with Atlas Disposal Industries for the Contract Term Beginning January 1, 2025, through December 31, 2034.

Recommendation: Award the residential solid waste collection and street sweeping contract to Atlas Disposal Industries LLC (Atlas) for the contract term beginning January 1, 2025, through December 31, 2034, and direct staff to finalize a contract for City Council approval at a subsequent date.

- 18.2. **Subject:** A Resolution Designating a Time and Place for Hearing Protests in Connection with a Proposed Stormwater Utility 1 Fee Increase, Approving Procedures in Connection Therewith and Taking Certain Other Actions.

Recommendation: Adopt the Resolution.

- 18.3. **Subject:** Appointment of Labor Negotiators.

Recommendation: Appoint Mayor David Sander and City Manager Micah Runner as Labor Negotiators for negotiations with the current City Attorney.

19. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

20. ADJOURN TO CLOSED SESSION

Mayor Sander will adjourn the meeting to closed session.

21. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

22. CLOSED SESSION

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

- 22.1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California

Government Code Section 54956.9(d)(1)) 350 Sacramento, a California non-profit benefit corporation; and Oscar Balaguer v. City of Rancho Cordova, a general law city; City Council for the City of Rancho Cordova, and DOES 1 to 10, inclusive. Sacramento Superior Court Case No. 23WM000101.

- 22.2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(One case, based on a letter dated October 24, 2023, to the Mayor and Council from Matthew Henderson of Miller Starr Regalia and testimony by Mr. Henderson at the October 24, 2023 City Council meeting opposing and threatening litigation on the proposed Ordinance amending sections of the Villages of Zinfandel Special Planning Area) (One case).
- 22.3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) DPML Bear Hollow, LLC, a Delaware limited liability company and DPML Stonecreek, LLC, a Delaware limited liability company v. City of Rancho Cordova, City Council of Rancho Cordova, and DOES 1 through 25, inclusive. Sacramento Superior Court Case No. 23WM000122.
- 22.4. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor David Sander and City Manager Micah Runner; Unrepresented Employee: City Attorney.

23. OPEN SESSION - REPORT FROM CLOSED SESSION

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

24. 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

December 12, 2023	5:30 PM Special Meeting/Work Session
December 18, 2023	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 December 4, 2023 Regular Meeting of the Rancho Cordova City Council was posted and available for review on November 30 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 30, 2023, in Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 3.1.

DATE: December 4, 2023
TO: Honorable Mayor and Council Members
FROM: Lorianne Carl, Community Engagement Manager
SUBJECT: **COMMUNITY ENGAGEMENT DIVISION UPDATE**

RECOMMENDATION

Receive the presentation and provide feedback.

RESULT OF RECOMMENDED ACTION

An update to the City Council on the Community Engagement Division's accomplishments for Fiscal Year 2022-23, as well as an overview of projects planned for 2023-24.

BACKGROUND

Annually, the Community Engagement Division presents an update to the City Council. During updates, staff will provide to Council:

- Community Engagement Division project overview (Beautification & Neighborhood Engagement and Special Projects/Events)
- Community Engagement accomplishments
- City Community Engagement Division Action Plans for 2023-24

The goal of the update is to provide Council with a review of 2022-23 successes and accomplishments and 2023-24 Action Plans.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Presentation

Community Engagement

Annual Division Update



Community Engagement Division Team:
Lorianne Carl, Community Engagement Manager
Matt Buland, Community Engagement Coordinator
Alexxiss Diaz, Community Engagement Representative

TONIGHT'S PRESENTATION



**Division
Components**



**Projects &
Accomplishments
2023**



Priorities for 2024

COMPONENTS OF PRESENTATION

- 1 Neighborhood Engagement
- 2 Beautification
- 3 Community Support and Partnership
- 4 Special Projects & Events
- 5 Priorities for 2024



NEIGHBORHOOD ENGAGEMENT

Community Engagement

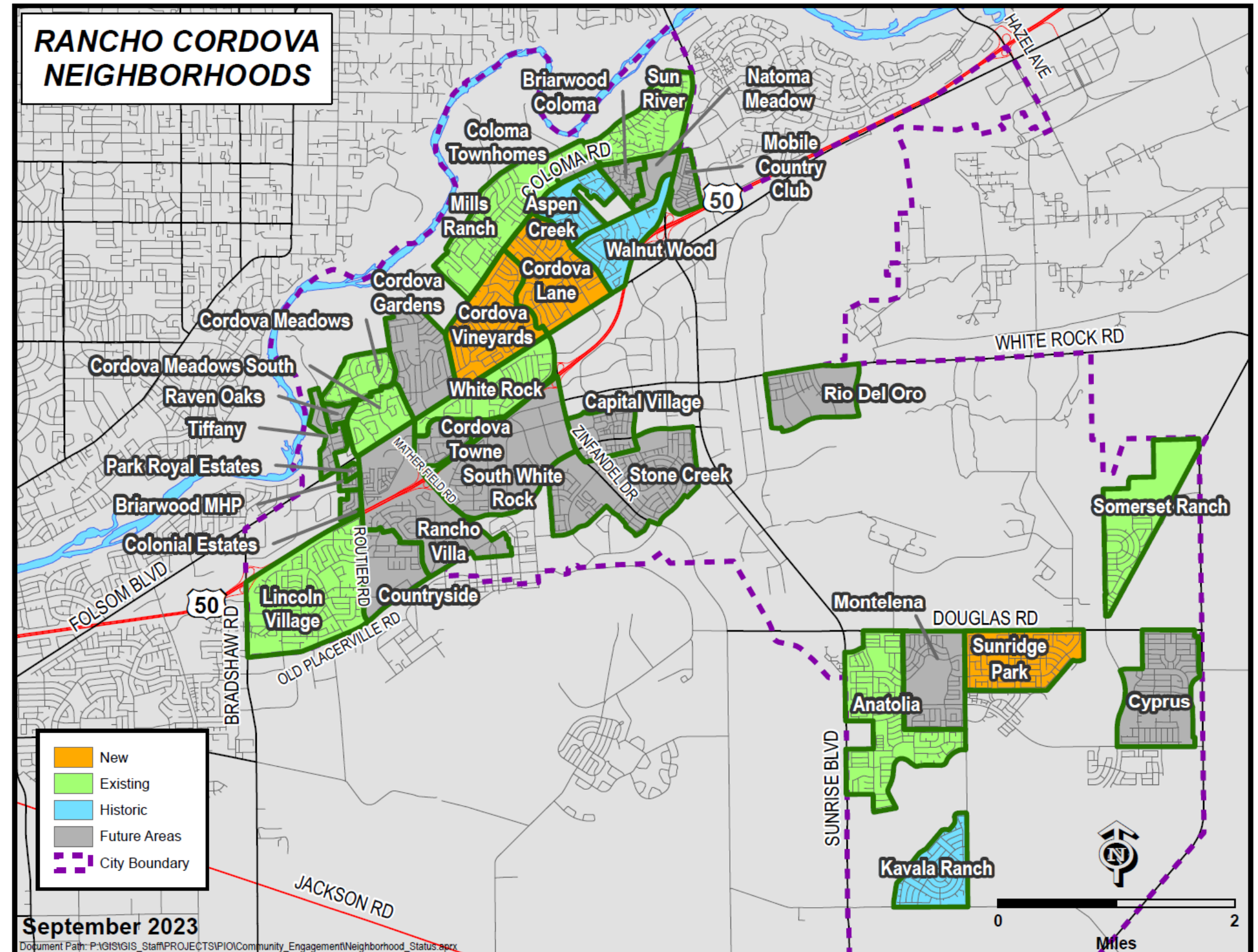


NEIGHBORHOOD ENGAGEMENT

Neighborhoods:

- Cordova Lane
- Cordova Vineyards
- Sunridge Park
- Mills Ranch
- Lincoln Village
- Somerset Ranch
- Cordova Meadows/South
- Anatolia
- White Rock
- Sunriver
- Aspen Creek
- Walnut Wood
- Kavala Ranch

Here's what we are doing in each neighborhood...



RANCHO CORDOVA SCHOOL ENGAGEMENT

**Field trips to City Hall:
Mock City Council Meetings & Food Waste Recycle Education**

FCUSD

- **White Rock Elementary**
4th/5th Grade Student Council
- **Innovations Academy**
4th Grade – 11 Students
5th Grade – 12 Students
- **Mitchell Middle School**
Student Advisory Group

SCUSD

- **Abraham Lincoln Elementary Back to School Night**
300 Attendees
- **Abraham Lincoln Elementary Trunk or Treat Event**
300 Attendees



RESIDENTIAL MICRO-GRANTS

Total of 10 Grants, 2,600 Residents Reached
25% Increase From Last Year

- **National Night Out** (Cordova Meadows Residents)
- **Holiday Parade Giveaways** (Lincoln Village Residents)
- **Community Holiday Neighborhood** (Cypress Residents)
- **Picnic 4th of July Event** (Sunridge Residents)
- **4th of July Neighborhood Event** (Cypress Residents)
- **Federspiel Ice Cream Social** (Cordova Vineyard Residents)
- **BARC Arts & Crafts Juneteenth Event** (Lincoln Village Residents)
- **July 3rd BBQ** (Stone Creek Residents)
- **Trunk or Treat** (Somerset Ranch Residents)
- **Trunk or Treat** (Lincoln Village Residents)



Tree Planting Event in South White Rock

South White Rock Tree Planting

- Cobblestone Apartments
- Rockingham Apartments

Total Number of Volunteers: 45



Good Neighbor Days

A fun event for residents to meet city officials, city staff, their neighbors and learn more about helpful resources to continue building thriving neighborhoods in Rancho Cordova.

Mills Ranch Neighborhood at Rossmoor/Larchmont November 2022

- 150 of attendees

Mills Ranch Neighborhood at Peter J. Shields May 2023

- 250 of attendees

Sunridge Neighborhood May 2023

- 300 of attendees

Cordova-Vineyards/Cordova Lane Neighborhoods October 2023

- 350 of attendees



THANK YOU TO OUR PARTNERS

- City Council
- City Staff
- RCPD
- Cordova Community Council
- Whisker Warriors
- Sacramento County Park Rangers
- Bike Lab
- American River Parkway Foundation
- Cordova Recreation & Park District
- Republic Services
- City Arborist
- Sacramento Tree Foundation
- Explore Rancho Cordova





BEAUTIFICATION

Community Engagement



BEAUTIFICATION

In Rancho Cordova



Residential
Beautification Program

Habitat for Humanity

Sierra Service Program

Rebuilding Together
Sacramento
Rebuild Days

Rebuilding Together
Sacramento Critical
Repair Program

Testimonials

RESIDENTIAL BEAUTIFICATION PROGRAM

The **Residential Beautification Program** helps income qualified property owners beautify their properties.

Good Neighbor Assistance Program

- **48** Properties (November 2022 to Date)
- **79** 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.

- 9 Removed (November 2022 to Date)
- 67 Removed Since Program Began

Cash For Clunkers Incentive: Up to \$500 to remove your unwanted or inoperable vehicle.

- 26 Vehicles Removed (November 2022 to Date)
- 33 Vehicles Removed Since Program Began



BEAUTIFICATION PROGRAMS

Rebuilding Together Sacramento Rebuild Days

FY 22/23 Program Details:

Homes: **15** Major Home Renovations + **12** Minor Home Renovations

- Total Number of Volunteers: **225**
- Totaling **1125** Volunteer Hours with a Dollar Value of **\$37,911**

Rebuilding Together Sacramento Critical Repair Program

Homes: **8** Repairs



BEAUTIFICATION PROGRAMS

Habitat for Humanity - Brush for Kindness

FY 22/23 Program Details:

Homes: **7** Total Home Renovations + **6** Critical Repair Renovations

- Total Number of Volunteers: **99**
- Totaling **644** Volunteer Hours with a Dollar Value of **\$21,645**



BEAUTIFICATION PROGRAMS

Sierra Service Program

FY 22/23 Program Details:

Summer House Renovation Program

Homes: **1** Total Home Renovation + **9** Mobile Home Renovations

- Total Number of Volunteers: **109**
- Totaling **4,912** Volunteer Hours
(6 weeks @ 5 days per week)
- Total Number of Rancho Cordova Youth Volunteers: **32**



TESTIMONIALS

“I think this program is awesome. It’s fabulous that people can get the support they need, and I feel very lucky”

- Dolores, Rancho Cordova Resident

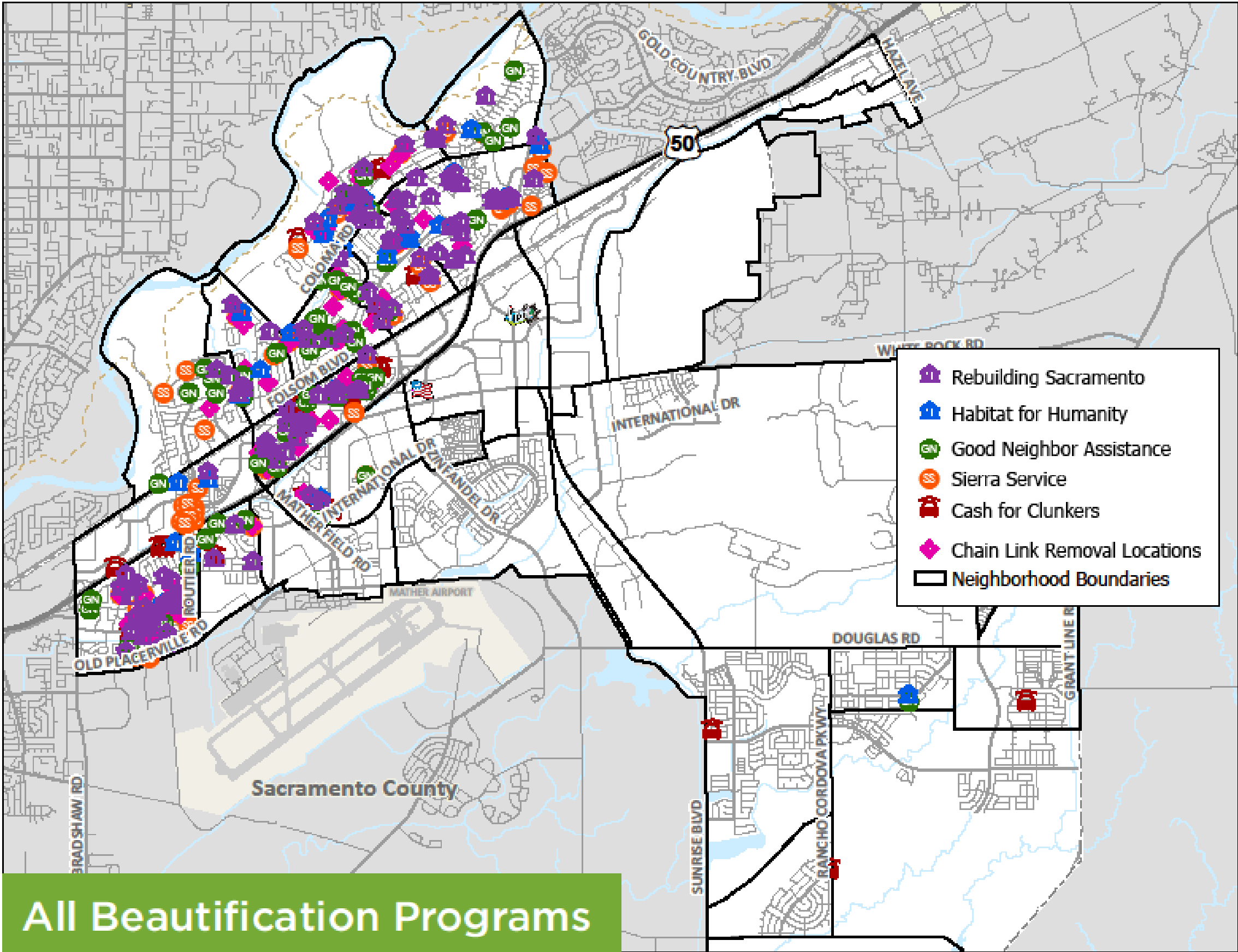
“Everyone is out here volunteering on their day off to give back—it’s about the community...It’s also about comradery, and teaching volunteers about things they might not otherwise learn, like plumbing, or how to build a fence”

- Angelo, Rebuilding Together Sacramento Volunteer Organizer

“Thank you to the Rancho Cordova Good Neighbor Assistance and the beautification program committee for blessing me with a beautiful transformation to my front yard. I am so pleased with the results and the team from Excel Landscaping for their professionalism. This was a wonderful boost of thankfulness that I didn't think was possible this year”

- Jeannie, Residential Beautification Program Participant

IMPACT



All Beautification Programs



COMMUNITY SUPPORT & PARTNERSHIP
BUILDING
Community Engagement



COMMUNITY PARTNERSHIPS

- Cordova Community Council
- Rotary Club of Rancho Cordova
- Chamber – Leadership Rancho Cordova
- Bike Lab
- Project 680
- Friendship, Love, and Peace Foundation
- Folsom Cordova Community Partnership
- Rancho Cordova Food Locker
- Local School Districts (FCUSD, SCUSD, EDUSD)
- Children's Museum
- California Northstate University Volunteer Expo



COMMUNITY GRANTS



- Pictured:**
- Suvidha International Yoga Event
 - FCCP Juneteenth Event
 - Sudanese Cultural Day
 - Riverview STEM Winter Workshop (PTA)



COMMUNITY GRANTS

Total of 17 Grants, 10,800 Residents Reached

88% Increase from Last Year

- **Thanksgiving & Holiday Giveaways** (Rancho Cordova Food Locker)
- **Harvest Festival** (Folsom Cordova Community Partnership)
- **Harvest Festival** (River City Christian)
- **Riverview STEM Winter Workshop** (Riverview STEM Academy PTA)
- **Spring Camp - T-shirts/Hats** (RC Jr. Lancers Football & Cheer)
- **VOX - Art Mix Rancho Cordova** (Ri-Nu Imagination, Inc.)
- **Mental Health Bags for FCUSD Youth** (Leadership Rancho Cordova Class 16)
- **Juneteenth Event** (Folsom Cordova Community Partnership)
- **Career Expo** (UTSAV, Inc.)
- **International Yoga Event** (Suvidha International Foundation)
- **AI Boot Camp** (Suvidha International Foundation)
- **Adventure Playground** (Adventure Playground)
- **End of Summer Volunteer Celebration** (Sierra Service Projects)
- **Children's Shopping Spree 2023** (20/30 Club of Greater Sacramento) Abraham Lincoln Elementary School
- **Diwali Festival of Lights** (Overseas Volunteers for Better India)
- **Trunk or Treat Event** (Abraham Lincoln Elementary School PTO)
- **Sudanese Cultural Day** (Sudanese Association of Greater Sacramento)

VOLUNTEER CENTRAL

Volunteer Central

Where all Rancho Cordova volunteers and organizations can connect!



Volunteer Central provides a centralized website for service minded residents and volunteer-based organizations to connect to better the lives of Rancho Cordovans.

Registered Volunteers: **429**

Community Organizations: **27**

Community Opportunities: **37**

Opportunities featured on this site are ongoing

33% increase in total users from November 2022 to date.

VOLUNTEER CENTRAL

- 4 Paws 2 Freedom
- AIM HIGHER Rancho Cordova
- American River Parkway Foundation
- Blessings in a Backpack - Rancho Cordova
- California Capital International Documentary Film Festival
- City of Rancho Cordova Animal Services
- City of Rancho Cordova Stormwater Cleanup Projects
- City of Rancho Cordova Urban Forest Program
- City of Rancho Cordova Volunteers
- Cordova Golf Course
- Cordova Recreation & Park District
- Fitrah
- Mercy Hospice Volunteers
- Rancho Cordova Food Locker
- Rancho Cordova HART
- Rancho Cordova Police Activities League
- Rebuilding Together Sacramento
- Ri-Nu Imagination
- Sacramento Children's Museum
- Sierra Service Project
- SKY For Kids
- Soil Born Farms
- Somerset Ranch Neighborhood Group
- Stop the Bleed Sponsored By Rancho Cordova Rotary
- The Folsom Cordova Community Partnership
- The MACC
- UCP of Sacramento and Northern California

VOLUNTEER CENTRAL

WE URGENTLY NEED VOLUNTEERS

**SAT & SUN 6/3-6/4
9-2 PM**

A BOOKSHOP OWNER GENEROUSLY DONATED THEIR BOOK COLLECTION TO FITRAH. WE NOW NEED TO PACK AND RELOCATE THE BOOKS TO OUR FACILITY IN RANCHO CORDOVA!

WHERE:
inside the Blue Barn at the Folsom Blvd Flea Market
8521 Folsom Blvd Sacramento, CA 95826

FITRAH EMPOWERS YOUTH AGING OUT OF THE FOSTER SYSTEM AND PROVIDES PAID WORK EXPERIENCE THROUGH A BOOK RESELLING BUSINESS. BY TAKING CHARGE OF THIS BUSINESS, THEY TAKE CHARGE OF THEIR OWN LIVES.

Local non-profit group, Fitrah, utilized volunteer central to call-out for volunteers to pack and relocate books generously donated from a local bookshop.

Thousands of books were collected.

Volunteer Central is an essential tool accessible to city staff to help identify volunteer opportunities in the Rancho Cordova Community.

15 of city staff utilized Volunteer Central to support the Rancho Cordova Food Locker at the Thanksgiving Food Drive.





SPECIAL PROJECTS

Community Engagement



PROJECTS & PROGRAMS

- Strong Neighborhoods Cabinet
- Urban Forest Program
- Bike Lab Support/Bike Drive
- Rotary Club of Rancho Cordova
- Leadership Rancho Cordova
 - Building Strong Communities (co-chair)
- Citizens Academy Graduation Dinners
- Project 680 Committee
- Refugee Resources
- Sacramento Valley Leadership Academy
- FCUSD Community Schools (working group)



CITY PARTNERED EVENTS

- Youth Center Grand Opening
- Cordova Community Council Volunteer Awards
- Earth Day
- Cordova Creek Clean-up
- Civic Center Design Charette
- Neighborhood Services Clean-up Event
- Republic Services Clean-up Event
- iFest City Booth
- Civic Day Celebration
- Rancho Cordova Chamber of Commerce Business Expo
- 4th of July City Float - 20th Anniversary
- National Night Out
- Holiday Star
- Holiday Parade



2023 Highlights

Please Enjoy Our 2023
Highlights



PRIORITIES FOR 2024
Community Engagement



PRIORITIES FOR 2024



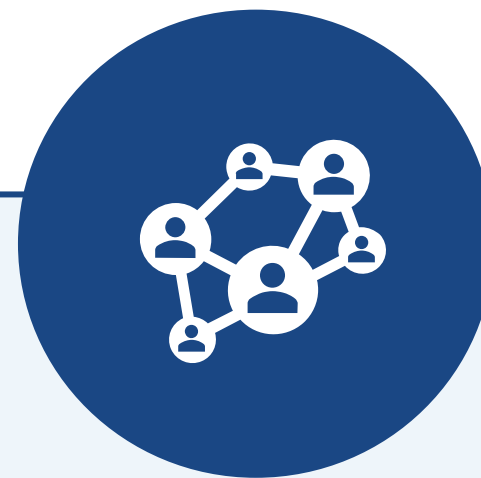
ENHANCING NEIGHBORHOODS THROUGH BEAUTIFICATION PROGRAMS

- Target Outreach Efforts for Chain Link Removal and Cash for Clunkers
- Identify Hard to Reach Properties
 - Habitat for Humanity Brush for Kindness
 - Rebuilding Together Sacramento: (Rebuild Days & Critical Repair Program)
 - Sierra Service Project



NEIGHBORHOOD ENGAGEMENT PROGRAM GROWTH

- Expand Engagement in New Neighborhoods
- Focused School Engagement
- Good Neighbor Days
 - Potential Neighborhoods:*
 - Cordova Gardens
 - Stone Creek
 - Lincoln Village
- Increase Exposure of Residential Micro- Grants



COMMUNITY PARTNERSHIPS

- Connecting Community Resources
- Promote Community Grants
- Support Community Events
- Increase Youth Participation in Volunteer Central



PROMOTE POSITIVE CITY IMAGE & SPECIAL PROJECTS

- Spring Service Day
- Urban Forest Program
- Support Service Organizations
- City Hall Field Trips/Mock City Council Meetings
- Enhance City Events

THANK YOU



QUESTIONS?

MEMORANDUM



ITEM 3.2.

DATE: December 4, 2023

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer
Kristine Courdy, Senior Civil Engineer
Margarita Dronov, Associate Civil Engineer

**SUBJECT: A PRESENTATION ON THE MONIER CIRCLE STORMWATER
DETENTION BASIN PROJECT**

RECOMMENDATION

Receive presentation on the progress of the Monier Circle Stormwater Detention Basin Project.

RESULT OF RECOMMENDED ACTION

Staff would proceed with the preliminary design of the Monier Circle Stormwater Detention Basin Project and incorporate Council feedback.

BACKGROUND

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

The highest priority project identified in the Plan is to reduce the potential for flooding on Sunrise Boulevard near Monier Circle. The proposed project scope includes constructing a detention basin at a vacant City-owned parcel at 3355 Monier Circle (APN 072-1010-029-0000). This parcel was acquired through City Council approval under Resolution No. 165-2021 on November 1, 2021. During large storm events, runoff in the drainage channel that leads to the Folsom South Canal will be diverted to the proposed detention basin on Monier Circle, where it will be stored until the water surface elevations recede in the channel (see [Attachment 1 – Project Site Plan](#)). The basin will address flooding on Sunrise Boulevard, thus improving safety and quality of life, and promoting economic development in Rancho Cordova.

On June 18, 2021, the City submitted a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) application for the City of Rancho Cordova Stormwater Detention Basin Project (Project). On October 7, 2022, the City was awarded HMGP# DR4558-PJ0632 for the Project in the amount of \$2,250,000.

On February 23, 2023, Wood Rogers, Inc. was awarded the civil engineering design and environmental services contract for the Project after an open competitive qualifications-based selection process in accordance with FEMA procurement requirements. Phase 1 of the FEMA grant includes preliminary design, environmental historic preservation research, and permitting.

An Initial Study of the effect of this project has been made, and it has been determined there will be no significant adverse effects on the quality of the environment with mitigation incorporated; therefore, a mitigated Negative Declaration is proposed. A 30-day public review period for the proposed Mitigated Negative Declaration commenced on October 20, 2023, and ended at 5:00 p.m. on November 19, 2023. Adoption of the Final Initial Study/ Mitigated Negative Declaration will occur at a later date.

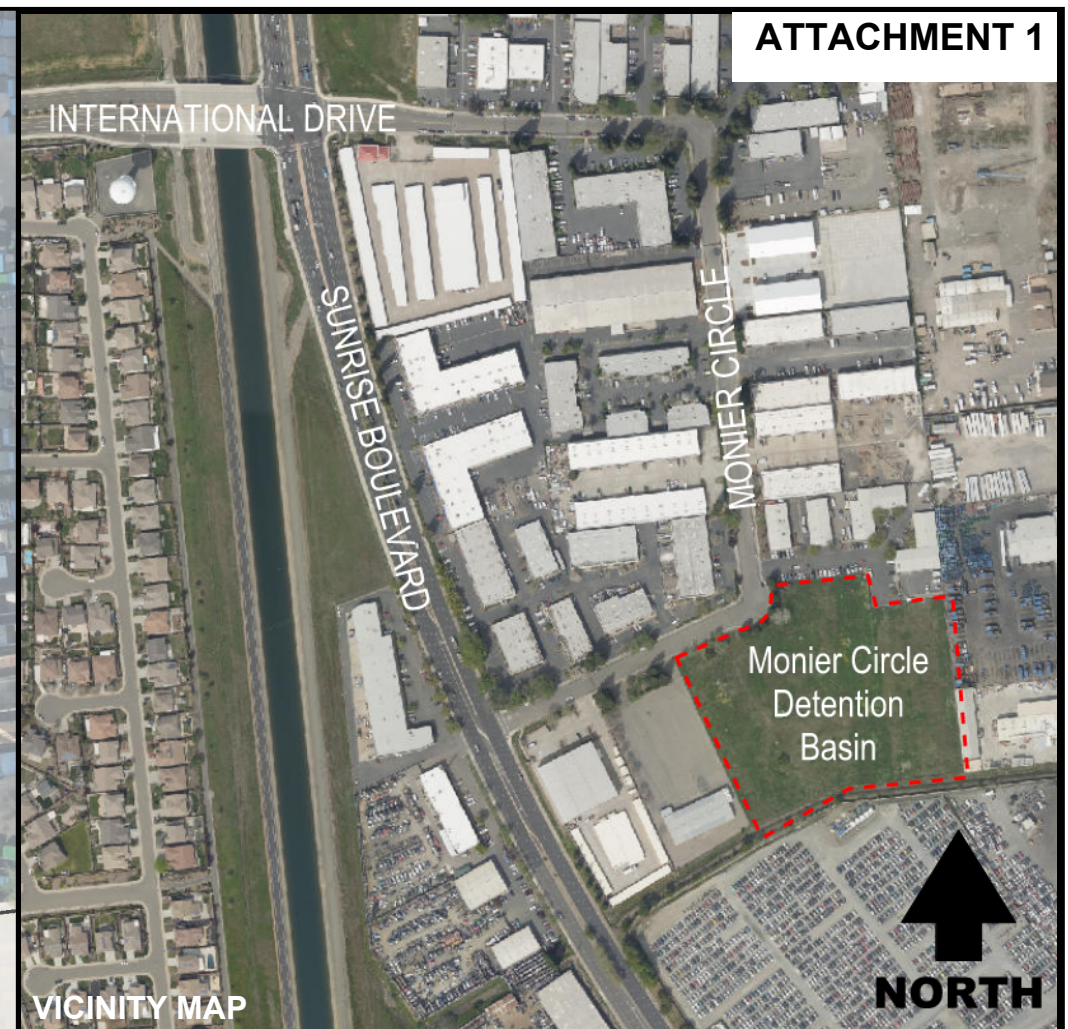
The City will submit Phase 1 preliminary design, technical studies, and permitting for FEMA review in December 2023. Phase 2 final design and construction shall start immediately after completion of FEMA review of Phase 1 deliverables. The Project shall be completed by the FEMA grant deadline in Fiscal Year 2024-25.

FISCAL IMPACT AND FUNDING SOURCE

The Monier Circle Flood Control Basin Project is funded from the Stormwater Enterprise Fund, Storm Drainage Impact Fees (Zone 11A), the American Rescue Plan Act Local Recovery Act funds, and the FEMA HMGP. This Project has no impact on the General Fund.

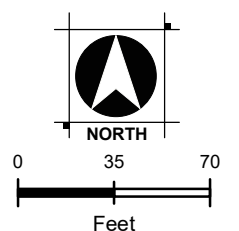
ATTACHMENT(S)

1. Project Site Plan
2. Presentation



MONIER CIRCLE DETENTION BASIN PROJECT SITE PLAN

CITY OF RANCHO CORDOVA, CALIFORNIA
NOVEMBER 2023



- Weir
- Post and Cable Fence
- Wrought Iron Fence
- - -> Low Flow Channel
- Detention Basin
- Multi-Use Path
- Project Limit
- Parcel Line

WOOD RODGERS

Monier Circle Stormwater Detention Basin Project

December 4, 2023



PRESENTATION GOALS

- Update Council on:
 - Project Background
 - Project Overview
 - Preliminary Design
 - Timeline
 - Next steps
- Receive Council input



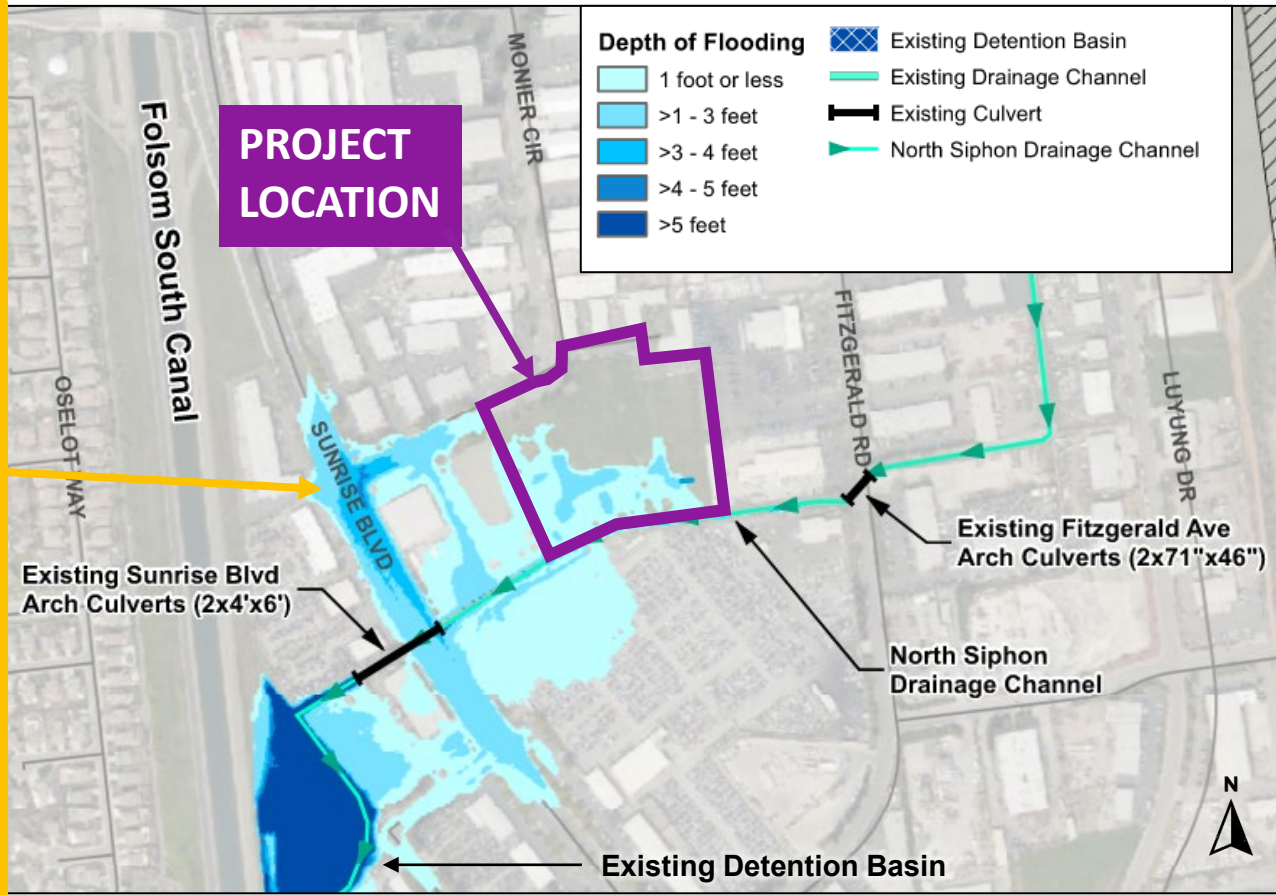
BACKGROUND: LOCAL FLOODING

1997 Sacramento County records photo



BACKGROUND: LOCAL FLOODING

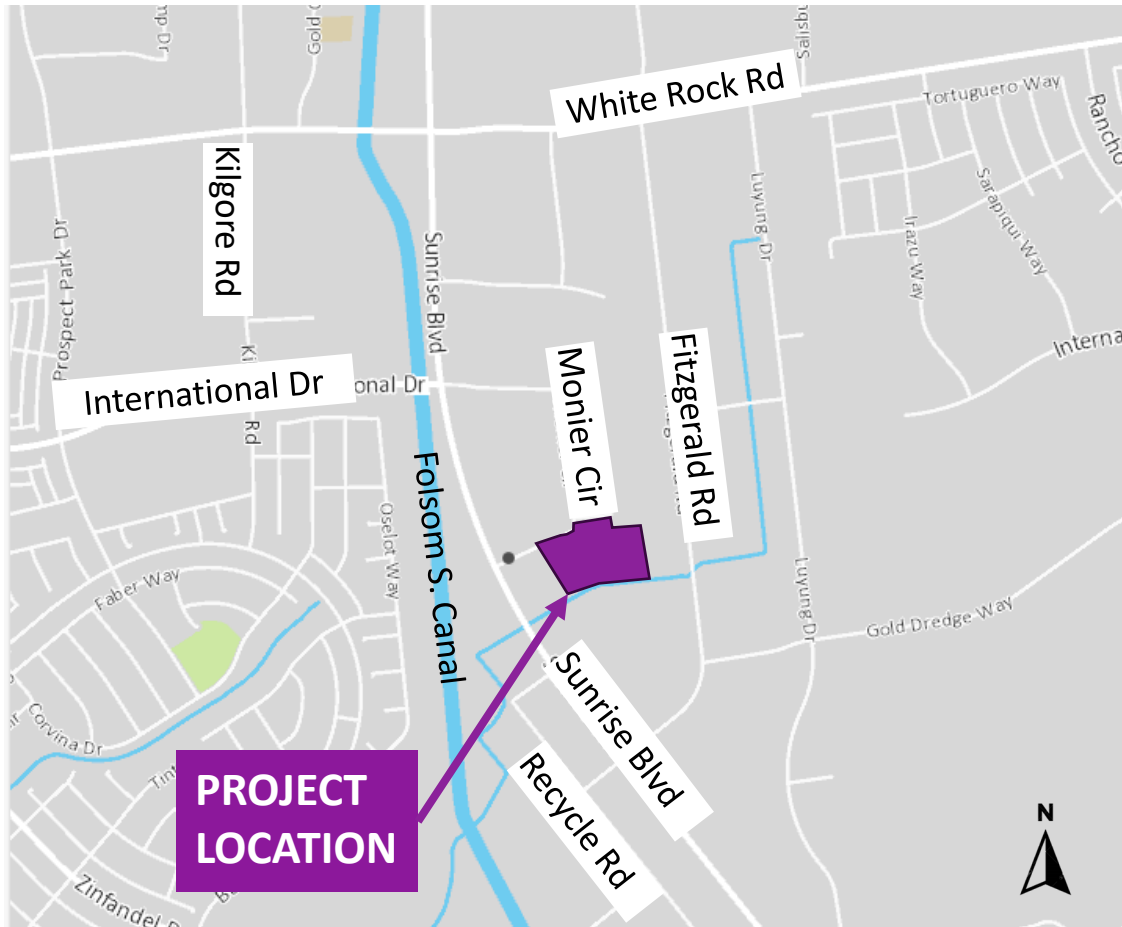
October 2021, City staff photo



ITEM 3.2. MONIER CIRCLE BASIN PROJECT OVERVIEW

ATTACHMENT 2

- Construction of a stormwater flood control detention basin on Monier Circle to alleviate historic flooding on Sunrise Blvd
- Funded by Stormwater Utility Fund, Drainage Impact Fees, FEMA & ARPA grants



PROJECT BUDGET

Land Acquisition:	\$2.3M
Design & Permitting:	\$1.0M
Construction:	\$3.6M
TOTAL:	\$6.9M

FUNDING SOURCES

ARPA Grant	\$2.0M
FEMA Grant:	\$2.3M
Drainage Impact Fees:	\$1.0M
Stormwater Utility Fund:	\$1.7M
TOTAL:	\$7.0M

PRELIMINARY SITE PLAN

ITEM 3.2.

ATTACHMENT 2

Folsom South Canal

Sunrise Blvd.

Monier Circle

Basin Dimensions:
4.3-Acre Area
16-18 ft Depth

Path length:
1/3 Miles

PUMP STATION

PUMP STATION
INTAKE

WEIR

36" DRAIN
OUTFALL

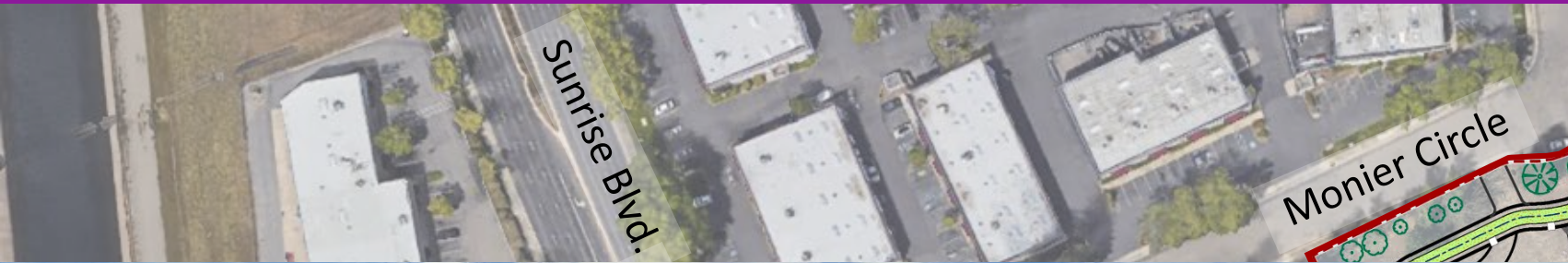
North Siphon Drainage Channel

Benefits:

- Urban Green Space
- Recreational Path Use
- Flood Control Storage
- Water Quality
- Economic Development



ITEM 3.2. PRELIMINARY SITE PLAN



A similar Rancho Cordova basin, City staff photo



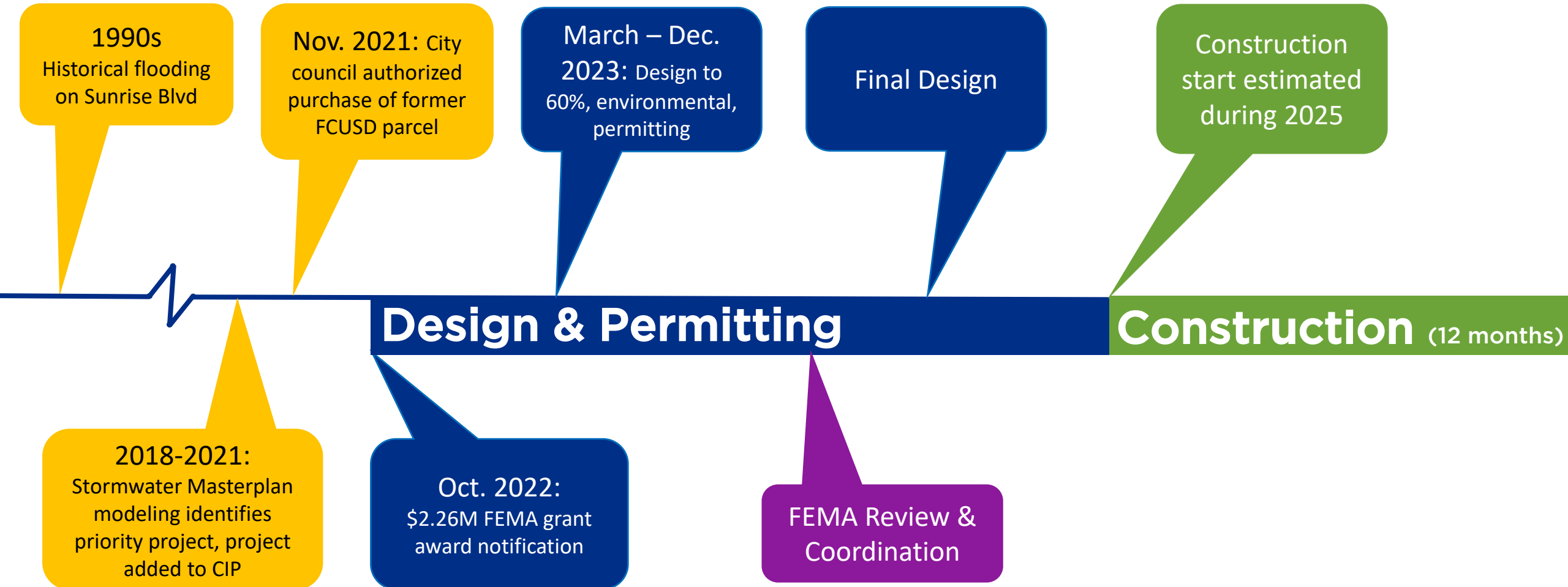
ATTACHMENT 2

Benefits:

- Urban Green Space
- Flood Control Storage
- Water Quality
- Recreational Path Use
- Economic Development



PROJECT TIMELINE



DESIGN ELEMENTS



Folsom South Canal

Monier Circle

Sunrise Blvd.

North Siphon Drainage Channel



CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Monday, November 6, 2023

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 Budge called the Special meeting to order in the David B. Roberts Council Chambers at 4:08 p.m.

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

Council Members Absent: None

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

2. PUBLIC COMMENT

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

1. James Garcia

Mayor Budge closed the public comment period.

3. ADJOURN TO CLOSED SESSION

Mayor Budge adjourned the meeting to closed session at 4:10 p.m.

4. CLOSED SESSION CALL TO ORDER ROLL/ROLL CALL

Mayor Budge called closed session to order at 4:11 p.m.

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 6, 2023

ATTACHMENT 1

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

Council Members Absent: None

Staff Members Present: Adam Lindgren and Micah Runner

5. CLOSED SESSION

Council met in closed session to discuss the following item:

- 5.1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) Stone Creek Residents for Smart Growth, an unincorporated association v. City of Rancho Cordova, Respondent; Dermody Properties, and DOES 1-10 Real Parties in Interest. Sacramento Superior Court Case No. 23WM000026.
- 5.2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(One case, based on a letter dated October 24, 2023 to the Mayor and Council from Matthew Henderson of Miller Starr Regalia and testimony by Mr. Henderson at the October 24, 2023 City Council meeting opposing and threatening litigation on the proposed Ordinance amending sections of the Villages of Zinfandel Special Planning Area).

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 Budge adjourned closed session to the Regular meeting at 5:32 p.m.

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Budge called the Regular meeting to order in the David B. Roberts Council Chambers at 5:32 p.m.

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

Council Members Absent: None

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

9. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

10. PLEDGE OF ALLEGIANCE

Sheryl Longsworth led the pledge.

11. INVOCATION

Dr. Dan DeShong with River City Christian Church gave the invocation.

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 6, 2023

ATTACHMENT 1

12. PRESENTATIONS

- 12.1. City of Rancho Cordova's Inaugural Youth Poet Laureate.
- 12.2. 2023 California Capital Airshow Report.
- 12.3. Rancho Cordova FiberCity Update provided by SiFi.
- 12.4. Vice Mayor Sander's Birthday on November 25, 2023.

13. PUBLIC COMMENT

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

- 1. Sheryl Longworth
- 2. Fayzah Mughal
- 3. Helen Whelan-Bashaw
- 4. Tera Kolvenbach
- 5. Bhaskar Vempati
- 6. Rosie Yacoub
- 7. Carl Salmonsens
- 8. Wayne Watts
- 9. Lisa Sanchez
- 10. Lilia Hogan
- 11. Katie McCammon
- 12. Camila Vogel
- 13. Roland H. Brady
- 14. Mary Tappel
- 15. Kathleen Ford
- 16. Teresa Spaulding
- 17. Greta Lacin
- 18. Mia Vandiver
- 19. Terry Joyce
- 20. Brynn Dickinson
- 21. Juleen Stenzel
- 22. Stephanie Mullen
- 23. Katy Justice and Todd Gledhill
- 24. Gwyn "Sage" Pasquale
- 25. Leslie Stradley and Craig Stradley
- 26. Catherine Vigran
- 27. Dmitriy Goloin
- 28. David Telander
- 29. Mark Heinrichs
- 30. David Ingram
- 31. Pam Kennedy
- 32. Gisla Dewey
- 33. Muriel Strand
- 34. Kay and Lee Yager
- 35. Lyndi Shaw
- 36. James Garcia
- 37. Ivory Rubin
- 38. Jennifer Garcia
- 39. Brenda Gustin

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 6, 2023

ATTACHMENT 1

40. Marilyn Metzger

Mayor Budge closed the public comment period.

14. COUNCIL REPORTS

Council reported on events since the last meeting.

15. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

16. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Budge stated that item 16.2 would be pulled for separate discussion.

ACTION: Motion to approve item 16.1 and 16.3 through 16.7 by Terry second by Gatewood;
Motion passed with a 5:0 vote.

- 16.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of October 16, 2023, and the Special Meeting of October 24, 2023.

Recommendation: Adopt the minutes.

- 16.2. **Subject:** Second Reading of an Ordinance of the City Council of the City of Rancho Cordova Amending Certain Sections of the Villages of Zinfandel Special Planning Area to Revise Permitted Uses in the M-1 (Light Industrial) and MP (Office Industrial Park) Zones, Including Amending Certain Text and Tables in the Sacramento County Zoning Code that are Incorporated and Applied in the Villages of Zinfandel Special Planning Area (CEQA Exempt Pursuant to Guideline Section 15061(b)(3)).

Recommendation: Waive the second reading and adopt the Ordinance.

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

1. James Garcia
2. Greg Muilenburg
3. Jennifer Garcia
4. Helen Whelan-Bashaw
5. Chong Jen Chen
6. Tony Hamilton
7. Paul Carroll
8. Salina Wong
9. Mary Miller
10. Marilyn Metzger
11. Elisha Abbot
12. Sara Malone
13. Dilip Nayak
14. Brenda Gustin
15. Valerie Knippschild
16. Regina Jones
17. Marta Darby
18. Eric Winegar
19. Kate Carroll
20. Eileen Sedilko
21. B. Fuller
22. Lynn Keay

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 6, 2023

ATTACHMENT 1

23. Lisa Phenix
24. Lorie Hobart
25. David Higgins
26. Jonathan Lacoss
27. Valerie Knippschild
28. Lisa Burns
29. Elaine Khan
30. Ivory Rubin
31. Gerald Wilson
32. Katherine Whitcome
33. David Burns
34. Aman
35. Nani Berger
36. Kallie Pahwa
37. Dawn S. Davison
38. Pio Enriquez
39. Paul Carroll
40. Jordan Castelan
41. Skip Bradlee
42. Eileen Casuga
43. John Steelman
44. Jordan W.
45. Ernesto and Keiko Lopez
46. Sharon Muilenburg
47. Gregory (Greg) Muilenburg
48. Gerald Wilson
49. Alan and Melissa Vosper
50. Jess Cortez
51. Matt & Michelle Jost
52. David Ferguson
53. Daneece and Gene Adair
54. Mark Berry
55. Jacob Steelman
56. Timothy Johnson and Elaine Rice
57. James Adams
58. Janet Teghtmeyer
59. Nicole Mullnix
60. Vera Ferguson
61. James Garcia
62. Brenda Gustin
63. Marilyn Metzger
64. Yolanda Cu
65. Albert Cu
66. Matthew C. Henderson
67. Eric Winegar
68. Don Session

Mayor Budge closed the public comment period.

ACTION: Motion to approve item 16.2 by Terry second by Gatewood;
Motion passed with a 5:0 vote.

16.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 6, 2023

ATTACHMENT 1

No. 09-2019-1 with Ziebron Group to Increase the Contract Amount from \$100,000 to an Amount not to Exceed \$150,000, to Increase the Hourly Rate from \$275 Per Hour to \$310 Per Hour and Extend the Contract Term from December 31, 2023, to June 30, 2025, for the South Sacramento Habitat Conservation Plan Permitting.

Recommendation: Adopt the Resolution.

- 16.4. **Subject:** A Resolution Calling the Special Election in City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1.

Recommendation: Adopt the Resolution and rescind Resolution No. 121-2023.

- 16.5. **Subject:** A Resolution Authorizing the Public Works Director to Execute and Submit CalRecycle Grant Documents.

Recommendation: Adopt the Resolution.

- 16.6. **Subject:** A Resolution Authorizing the City Manager to Sign a Letter of Agency with Capitol Jackson Partners.

Recommendation: Adopt the Resolution.

- 16.7. **Subject:** Measure R and Measure H/Community Enhancement & Investment Fund Citizen Oversight Board Appointments.

Recommendation: Appoint two (2), one-year term At-Large/Student appointees to fill the combined Measure R and Measure H/Community Enhancement & Investment Fund Citizen Oversight Board.

17. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

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

- 17.1. **Subject:** A Resolution Approving the Community Development Block Grant 2024 Annual Action Plan.

Recommendation: Adopt the Resolution.

- 17.2. **Subject:** A Resolution Creating Special Tax Area Zone 8 and an Ordinance Establishing a Special Tax for Transit-Related Services for the Ranch Active Adult Project.

Recommendation: Adopt the Resolution creating special transit tax area Zone 8 and waive the first reading and introduce the Ordinance, establishing a special tax for transit-related services for the Ranch Active Adult project.

18. PUBLIC HEARING ITEMS

None.

RECESS 7:28 PM - 7:47 PM

19. REGULAR CALENDAR ITEMS

- 19.1. **Subject:** A Resolution Approving a Grant Agreement Between the City of Rancho Cordova and Cordova Community Council Foundation for the Mine Shaft Building Transfer of Ownership and Relocation and a Resolution Approving a Loan Agreement with the Cordova Community Council Foundation for the Mine Shaft Building Renovation and Expansion Project.

Recommendation: Adopt the Resolutions.

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 6, 2023

ATTACHMENT 1

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

ACTION: Motion to approve item 19.1. by Terry second by Gatewood;
Motion passed with a 5:0 vote.

- 19.2. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Designating a Time and Place for Hearing Protests in Connection with a Proposed Stormwater Utility 1 Fee Increase, Approving Procedures in Connection Therewith and Taking Certain Other Actions.

Recommendation: Adopt the Resolution.

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

1. James Garcia

Mayor Budge closed the public comment period.

ACTION: Motion to move forward with a proposed annual rate of \$156.79/SFR with inflation to be implemented over the next five (5) years and for staff to return to Council with an updated Resolution by Pulipati second by Sander;
Motion passed with a 3:2 vote.

AYES: Pulipati, Sander, and Budge

NOES: Gatewood and Terry

ABSENT: None

ABSTAIN: None

- 19.3. **Subject:** Fiscal Year 2022-23 Preliminary Year-End Financial Report and Budget Amendment and a Resolution Authorizing the Budget Amendment.

Recommendation: Receive the Fiscal Year 2022-23 Preliminary Year-End Financial Report and adopt the proposed budget amendment Resolution.

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

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

- 19.4. **Subject:** Selection of the 2024 Mayor and Vice Mayor.

Recommendation: Council selection of the 2024 Mayor and Vice Mayor.

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

1. James Garcia
2. Helen Whelan-Bashaw
3. Brenda Gustin
4. Jennifer Garcia

Mayor Budge closed the public comment period.

ACTION: Motion to appoint Siri Pulipati as Vice Mayor and David Sander as Mayor in 2024 by Budge second by Terry;

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 6, 2023

ATTACHMENT 1

Motion passed with a 5:0 vote.

- 19.5. **Subject:** Cancellation of the November 20, 2023 City Council Meeting.

Recommendation: Staff recommends the City Council cancel the Monday, November 20, 2023 City Council meeting due to the lack of a quorum present in the Council Chambers.

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

ACTION: Motion to approve item 19.5. by Sander second by Terry;
Motion passed with a 5:0 vote.

20. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Planning Commission Qualifications

21. ADJOURNMENT

Mayor Budge adjourned the meeting at 8:49 p.m.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Monday, November 13, 2023

10:00 AM – Special Meeting/Closed Session
David B. Roberts Council Chambers

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Vice Mayor Sander called the Special meeting to order in the David B. Roberts Council Chambers at 10:03 a.m.

Council Members Present: Siri Pulipati, Donald Terry, and Vice Mayor David Sander

Council Members Absent: Garrett Gatewood and Mayor Linda Budge

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

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Vice Mayor Sander adjourned the meeting to closed session at 10:05 a.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Vice Mayor Sander called closed session to order at 10:05 a.m.

Council Members Present: Siri Pulipati, David Sander, Donald Terry, and Mayor Linda Budge (arrived at 10:10 a.m.)

Council Members Absent: Garrett Gatewood

Staff Members Present: Adam Lindgren and Micah Runner

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 13, 2023

ATTACHMENT 2

5. CLOSED SESSION

Council met in closed session to discuss the following item:

- 5.1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager: Pursuant to Government Code Section 54957.

6. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lidgren reported that the City Council conducted the City Manager's performance evaluation. The Council reports that the City Manager's performance has been impressive.

7. ADJOURNMENT

Mayor Budge adjourned the meeting at 11:32 a.m.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Tuesday, November 28, 2023

6:30 PM – Special Meeting/Work Session
David B. Roberts Council Chambers

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Budge called the Special meeting to order in the David B. Roberts Council Chambers at 6:38 p.m.

Council Members Present: Garrett Gatewood (arrived at 6:55 p.m.), Siri Pulipati, David Sander, Donald Terry, and Mayor Linda Budge

Council Members Absent: None

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

2. PUBLIC COMMENT

Mayor Budge stated that public comment would be taken at the time each item on the Agenda was heard.

3. SPECIAL MEETING ITEMS

- 3.1. **Subject:** Neighborhood Traffic Management Project Phase VI Design Update.
Recommendation: Receive presentation.

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

ACTION: Input was received regarding the Neighborhood Traffic Management Project Phase VI Design Update.

ITEM 18.1.

ATTACHMENT 3

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, November 28, 2023

3.2. **Subject:** Baroque Drive Traffic Calming Project Update.

Recommendation: Receive the presentation provide feedback.

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

1. James Garcia
2. Jennifer Garcia
3. Salina Wong

Mayor Budge closed the public comment period.

ACTION: Input was received regarding the Baroque Drive Traffic Calming Project Update.

4. **ADJOURN TO CLOSED SESSION**

Mayor Budge adjourned the meeting to closed session at 7:30 p.m.

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

Mayor Budge called the Closed Session to order at 7:30 p.m.

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

Council Members Absent: None

Staff Members Present: Adam Lindgren and Micah Runner

6. **CLOSED SESSION**

Council met in closed session to discuss the following items:

- 6.1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:** Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(One case, based on a letter dated October 24, 2023 to the Mayor and Council from Matthew Henderson of Miller Starr Regalia and testimony by Mr. Henderson at the October 24, 2023 City Council meeting opposing and threatening litigation on the proposed Ordinance amending sections of the Villages of Zinfandel Special Planning Area) (One case).
- 6.2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** (pursuant to California Government Code Section 54956.9(d)(1)) 350 Sacramento, a California non-profit benefit corporation; and Oscar Balaguer v. City of Rancho Cordova, a general law city; City Council for the City of Rancho Cordova, and DOES 1 to 10, inclusive. Sacramento Superior Court Case No. 23WM000101.
- 6.3. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** (pursuant to California Government Code Section 54956.9(d)(1)) Stone Creek Residents for Smart Growth, an unincorporated association v. City of Rancho Cordova, Respondent; Dermody Properties, and DOES 1-10 Real Parties in Interest. Sacramento Superior Court Case No. 23WM000026.
- 6.4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** (pursuant to California Government Code Section 54956.9(d)(1)) Stone Creek Residents for Smart Growth, an unincorporated association v. City of Rancho Cordova, and DOES 1-10

ITEM 18.1.

ATTACHMENT 3

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, November 28, 2023

Respondent; Dermody Properties, and DOES 11-20 Real Parties in Interest.
Sacramento Superior Court Case No. 23WM000052.

7. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that Council took up items 6.1, 6.3, and 6.4, received updates from staff, provided direction and took no reportable action. Item 6.2 was continued to the December 4, 2023, City Council meeting.

8. ADJOURNMENT

Mayor Budge adjourned the meeting in memory and honor of Rosalynn Carter at 8:26 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 15.2.

DATE: December 4, 2023
TO: Honorable Mayor and Council Members
FROM: Dalia Fadl, Principal Engineer
SUBJECT: **SECOND READING OF AN ORDINANCE ESTABLISHING A SPECIAL TAX ZONE 8 FOR TRANSIT-RELATED SERVICES FOR THE RANCH ACTIVE ADULT PROJECT**

RECOMMENDATION

Waive second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would assist the City in meeting the costs of providing transit-related services by creating a special tax area Zone 8 and establishing a special tax for transit-related services for the Ranch Active Adult project.

BACKGROUND

On November 6, 2023, the City Council waived the first reading and passed to a second reading of the Ordinance. On the same date, the City Council also adopted a Resolution that established Special Tax Zone 8, the boundaries of which will be contiguous to the boundaries of a portion of the Ranch Active Adult project.

Following adoption of the Ordinance, a mailed ballot election will be held on December 19, 2023, at 1:30 p.m., at which time the ballot(s) will be tabulated by the City Clerk. The results of the mail ballot election will be declared at the City Council meeting on January 16, 2024.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the General Fund. Funds collected by this tax will be used to fund transit-related services.

ATTACHMENT(S)

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

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2023

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

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

It is the purpose and intent of this non-codified Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 8 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

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

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 8.

At the time that the Council adopted this non-codified Ordinance, there were zero (0) registered voters residing in Zone 8 and one property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 8 and paid by the owner of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 8 is appropriate and consistent with the principles and requirements of California Constitution article XIII C (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 8, nor any land or improvements owned by any governmental entity.

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

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 8 (the "Zone") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries as shown on the map Exhibit A.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, November 18, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

H. "Voter" means a person who owns real property within Zone 8, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 8.

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2023 through June 30, 2024) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth on Exhibit B hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in Exhibit B shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, November 18, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

B. For Subsequent Fiscal Years:

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

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 8 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding X Fiscal Year	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year OR 6 percent, whichever is less
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Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

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

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

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

B. Collection.

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

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

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

C. Costs of Administration by County.

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

D. Use of Tax Revenue.

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

E. Refunds.

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

F. Initiatives to Affect Tax.

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

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 8 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on December 19, 2023, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2024.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

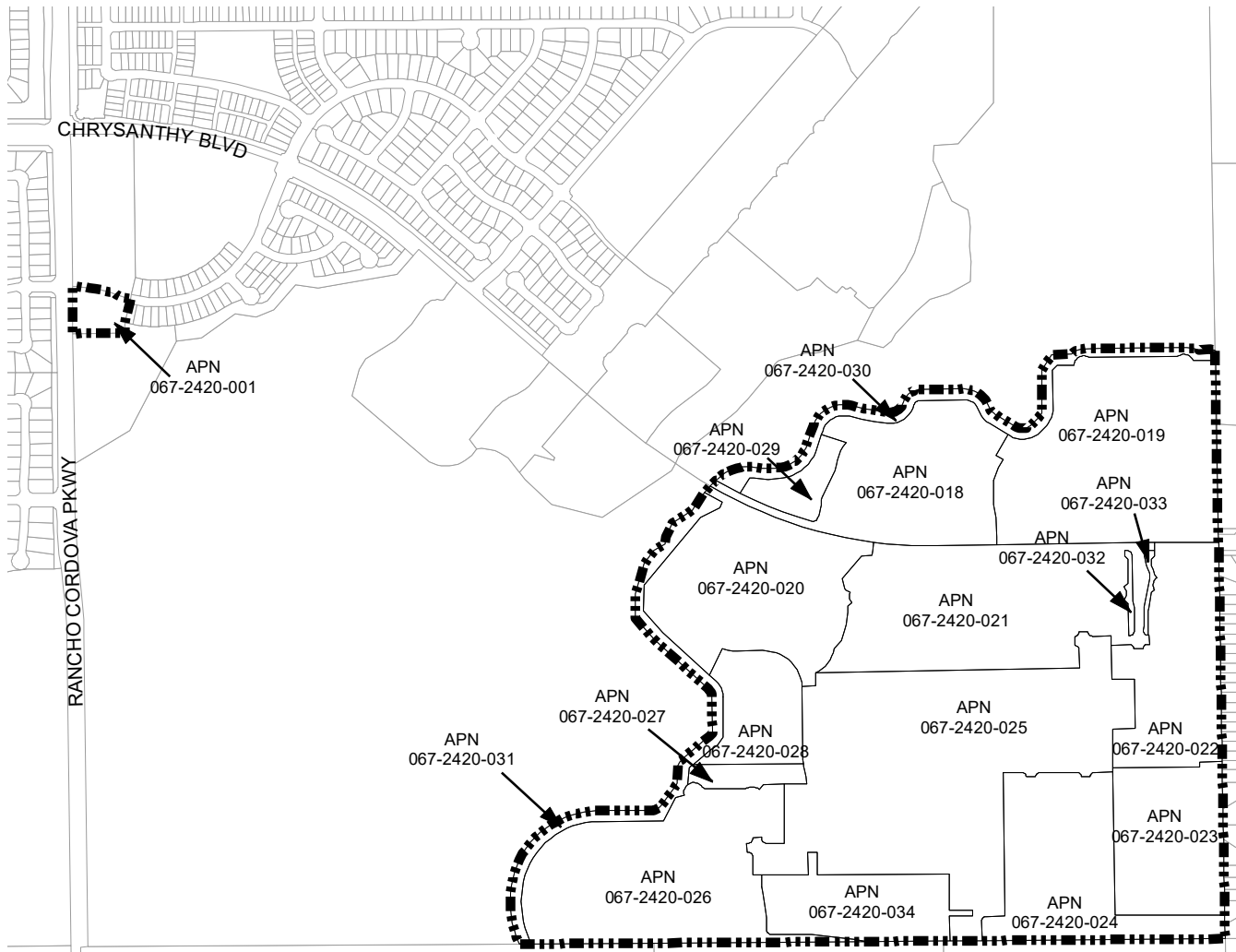
ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA
TRANSIT RELATED SERVICES SPECIAL TAX AREA
ANNEXATION 8
(THE RANCH ACTIVE ADULT PROJECT)

**Legend**

Annexation Boundary

Parcel Boundary

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

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2023-2024 for Residential Land Use Categories shall be \$132.85 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$106.28 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, or \$79.71 per high density residential dwelling unit or high density residential dwelling unit equivalent (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

B. Non-Residential

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2023-2024 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$3,406.27 per retail and service commercial acre, \$2,928.01 per commercial mixed use or office commercial acre.

C. Inflator Formula

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

MEMORANDUM



ITEM 15.3.

DATE: December 4, 2023
TO: Honorable Mayor and Council Members
FROM: Dalia Fadl, Principal Engineer
Elizabeth Sparkman, Community Development Director
SUBJECT: **A RESOLUTION DECLARING THE RESULTS OF THE MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE ON THE RANCH ACTIVE ADULT PROJECT IN THE CITY OF RANCHO CORDOVA**

RECOMMENDATION

Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on The Ranch Active Adult project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the results of the ballot tabulation for the proposed imposition of the annual Stormwater Utility Fee on The Ranch Active Adult project. If majority approval exists, the City Council would impose the annual Stormwater Utility Fee on The Ranch Active Adult project pursuant to the Fee Ordinance.

BACKGROUND

The City Council previously adopted a Resolution on October 2, 2023, declaring its intention to impose the annual Stormwater Utility Fee ("Fee") pursuant to Ordinance No. 7-2014 on The Ranch Active Adult project. A protest hearing was conducted on October 16, 2023, at which time no written protest was received from the property owners representing a majority of the parcels subject to the Fee. Council then adopted a Resolution authorizing the mailing of property owner ballots for the purpose of submitting the Fee to a vote of the owners, subject to the Fee.

The City Clerk has tabulated the ballots returned by the property owners for The Ranch Active Adult project. The majority vote of the owners of the parcels approved imposing the annual Fee on The Ranch Active Adult project pursuant to the Ordinance. The Council action tonight is to adopt the Resolution declaring the results of the mail ballot election.

FISCAL IMPACT AND FUNDING SOURCE

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

ATTACHMENT(S)

1. Resolution

2. Exhibit A to the Resolution - Ballot
3. Exhibit B to the Resolution - Certification

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DECLARING THE RESULTS OF A MAIL BALLOT ELECTION
RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE FOR THE
RANCH ACTIVE ADULT PROJECT IN THE CITY OF RANCHO CORDOVA**

WHEREAS, on October 2, 2023, the City Council adopted a Resolution declaring its intention to impose the Annual Stormwater Utility Fee ("Fee") for The Ranch Active Adult project; and

WHEREAS, Article XIII D of the California Constitution (Proposition 218) requires the City to follow certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Proposition 218); and

WHEREAS, the City has determined that the Fee is a property-related fee, subject to the provisions of Proposition 218; and

WHEREAS, before imposing the Fee, the City Council is required to hold a noticed public hearing on a written report (the "Written Report") containing a description of each parcel of real property within the City to which the Fee is applicable and the amount of the Fee for each such parcel for Fiscal Year 2023-2024 and to consider protests to the Fee and, if a majority protest is not received at the public hearing, the Council must submit the question of the imposition of the Fee to a vote of the owners of the property subject to the proposed Fee for approval before the proposed Fee may be levied; and

WHEREAS, in accordance with Proposition 218 the City Council held a duly noticed public hearing on the matter of the Written Report and the proposed Fee on October 16, 2023, and took testimony, both written and oral; and

WHEREAS, having determined a written protest was not received from property owners representing a majority of the parcels subject to the Fee, the City Council adopted a Resolution authorizing the mailing of the property owner ballots (the "Ballot Measure") for the purpose of submitting the Fee to a vote of the owners of parcels subject to the Fee, and subject to approval by a majority vote of the owners of parcel subject to the Fee; and

WHEREAS, pursuant to the terms of Ordinance No. 7-2014 and the unanimous consent of the property owner, the Property Owner Balloting was conducted and completed, and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Ballot Returns in Connection with the Proposed Stormwater Utility Fee (the "Certificate"), a copy of which is attached hereto as Exhibit B and by this reference incorporated herein.

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

1. The above recitals are true and correct.
2. The Certificate is hereby accepted into the records of the City.
3. The Ballot Measure is authorized as set forth in Exhibit A attached hereto and by this

ITEM 15.3.

ATTACHMENT 1

reference incorporated herein.

4. The results of the Ballot Measure are as set forth in the Certificate on file with the City Clerk and attached to this Resolution as Exhibit B ("Certificate").
5. The City Clerk is authorized to declare the results of the mail ballot election relating to the imposition of the Stormwater Utility fee on The Ranch Active Adult project.
6. Pursuant to said Certificate, the Ballot Measure submitted was approved by a majority vote of the owner of parcels subject to the Fee, the Fee is hereby imposed pursuant to Ordinance No. 7-2014 on The Ranch Active Adult project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

Rancho Cordova Stormwater Utility Fee – Official Property Owner Ballot

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. One ballot will be counted per property.

Assessor's Parcel Numbers: 067-2420
018,019,020,021,022,023,024,025,026,027,028,029,030,031,032,
033,034,001
Property Address: East of Rancho Cordova Parkway between Douglas
Road and Kiefer Boulevards:
Designation: Vacant Land
Total Parcel(s) Area (acres): 530

Assessor's Parcel Numbers: **067-2420-018,019,020,021,022,023,024,025,026,027,028,029,030,031,032,033,034,001**

Owner Name: K.HOVNANIAN AT JAEGER RANCH, LLC, a California limited liability company

Proposed Maximum FY 2023-2024 Annual Fee Amount: \$150.42 per DMU

In order to provide the City of Rancho Cordova with a dedicated funding source to repair, reconstruct and maintain the storm drain system and to protect water quality, shall the City impose an annual Stormwater Utility Fee as shown in the Rate Analysis Report, dated 8/7/2014?

☒ **YES** I support the proposed annual Stormwater Utility Fee

☐ **NO** I oppose the proposed annual Stormwater Utility Fee

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.

11/2/2023

Date

Yahya Zakour Baayoun

Printed Name

Signature

If approved by a majority of the returned ballots, the proposed maximum annual Storm Drain User Fee rate for FY 2023-2024 will be \$150.42 per DMU. The maximum rate per DMU will increase annually by the amount of the increase of the CPI. However, each year the City Council will hold a public hearing and determine the actual rate per DMU that will be charged. At the annual public hearing, the City Council will set the actual rate for the next year, which would be equal to or less than the annual maximum rate. The Council may decide to reduce the rate or set the rate to \$0 per DMU in any fiscal year.

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 Monday November 14th, 2023.

Return to:

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

Vote Here

SUMMARY OF PROPERTY OWNER BALLOT PROCEDURES

If you are the owner, or the authorized representative of the owner, of the property described on the enclosed Property Owner Ballot, you may submit the enclosed Property Owner Ballot to the City to support or oppose the proposed annual Stormwater Utility Fee. Complete Property Owner Balloting Procedures are on file at the City Clerk's office. Please follow the instructions below to complete and return your Property Owner Ballot.

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 1:30 Tuesday November 14, 2023. 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 Tuesday November 14, 2023.
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 annual Stormwater Utility Fee only if a majority of the Property Owner Ballots returned are in favor of the Fee.
9. If more than a majority of the Property Owner Ballots returned are opposed to the Fee, then the annual Stormwater Utility Fee will not be imposed.

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.

The information in this notice and the accompanying materials were compiled and are distributed at public expense by the City of Rancho Cordova in compliance with Article XIID of the California Constitution. This information is presented in the public interest. It is not intended to influence or attempt to influence the actions of the voters to vote "yes" or "no" on the enclosed Property Owner Ballot.

EXHIBIT B

CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS
IN CONNECTION WITH THE PROPOSED STORMWATER UTILITY FEE
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 in connection with the imposition of an annual stormwater utility fee that the day for the return of mailed ballot, November 14, 2023. The election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 1

Total "Yes" Ballots: 1

Total "No" Ballots: 0


Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 15.4.

DATE: December 4, 2023
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION TO APPROVE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS TO RECEIVE GREEN MEANS GO CAPITAL PROJECT GRANT FUNDS IN THE AMOUNT OF \$5,000,000 FOR THE MILLS CROSSING PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the City Manager to execute a Memorandum of Understanding (Contract No. 2023-242) with the Sacramento Area Council of Governments to receive \$5,000,000 in Green Means Go Capital Projects grant funds for the Mills Crossing project.

BACKGROUND

In 2022 the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for approximately \$510,000,000 for the Regional Early Action Planning Grant Program of 2021 (REAP 2.0). The principal goal of REAP 2.0 is to make funding available to Metropolitan Planning Organizations (MPOs) and other regional entities for Transformative Planning and Implementation Activities that meet housing and equity goals, reduce Vehicle Miles Traveled (VMT) per capita, and advance implementation of the region's Sustainable Communities Strategy (SCS).

The Sacramento Area Council of Governments (SACOG) is eligible for approximately \$34,000,000 of REAP 2.0 funding. \$31,300,000 of this was made available for Planning and Capital Projects (Categories B and C, respectively). The City of Rancho Cordova applied for \$5,000,000 of Category C Capital Projects funding for Mills Crossing housing-related infrastructure expenses and was awarded this amount in March 2023. A resolution is now required to execute the Grant program Memorandum of Understanding to receive this funding.

FISCAL IMPACT AND FUNDING SOURCE

There is minimal fiscal impact, limited to a small amount of staff time to administer the grant funding.

ATTACHMENT(S)

1. Resolution
2. Memorandum of Understanding

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS TO RECEIVE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM FUNDS IN THE AMOUNT OF \$5,000,000 FOR THE MILLS CROSSING PROJECT

WHEREAS, in 2022 the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for approximately \$510,000,000 for the Regional Early Action Planning Grant Program of 2021 (REAP 2.0); and

WHEREAS, the principal goal of REAP 2.0 is to make funding available to Metropolitan Planning Organizations (MPOs) and other regional entities for Transformative Planning and Implementation Activities that meet housing and equity goals, reduce Vehicle Miles Traveled (VMT) per capita, and advance implementation of the region's Sustainable Communities Strategy (SCS); and

WHEREAS, the Sacramento Area Council of Governments (SACOG), as the regional MPO, is eligible for approximately \$34,000,000 to address the Sacramento region's unique housing priorities and VMT reduction needs; and

WHEREAS, SACOG made available approximately \$31,300,000 of its eligible amount for Planning activities and Capital Projects; and

WHEREAS, the City of Rancho Cordova applied for a Capital Project grant to support the construction of housing-related infrastructure within the Mills Crossing project in October 2022; and

WHEREAS, SACOG awarded the City of Rancho Cordova the full \$5,000,000 requested in March 2023; and

WHEREAS, the City Council of the City of Rancho Cordova desires to enter into a Memorandum of Understanding with SACOG for \$5,000,000 to receive REAP 2.0 Capital Projects funding.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute a Memorandum of Understanding with the Sacramento Area Council of Governments to receive Green Means Go Capital Project grant funds for the Mills Crossing project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of December 2023 by the following vote:

AYES:

NOES:

ITEM 15.4.

ATTACHMENT 1

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

Contract No.: 230056
Funding Source: State REAP 2
Project Billing Code: SAC229

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SACRAMENTO AREA COUNCIL OF GOVERNMENTS
And the
CITY OF RANCHO CORDOVA

FOR THE GREEN MEANS GO PROGRAM
MILLS CROSSING – CAPITAL DEVELOPMENT PROJECT**

This Memorandum of Understanding (“MOU” or “Agreement”) is made effective _____, 2023 (the “Effective Date”), by and between the Sacramento Area Council of Governments (“SACOG”) and the CITY OF RANCHO CORDOVA (“Local Agency”).

RECITALS:

WHEREAS, SACOG, as a council of governments and Metropolitan Planning Organization, provides and/or facilitates member services on behalf of the six counties and 22 cities in the greater Sacramento region; and

WHEREAS, SACOG is the recipient of funds from the State of California Housing and Community Development Department in connection with the Green Means Go funding program; and

WHEREAS, Local Agency is a member of SACOG and is the recipient of **FIVE MILLION DOLLARS (\$5,000,000.00)** of SACOG Green Means Go funds (the “Funds”) that will be used to pay for the **MILLS CROSSING – CAPITAL DEVELOPMENT PROJECT** as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Project”); and

NOW, THEREFORE, SACOG and Local Agency agree as follows:

1. Recitals: the recitals above are hereby incorporated in this Agreement.
2. Compliance with Laws and Funding Agreement: Local Agency will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Local Agency hereunder. Further, Local Agency will require the appropriate debarment certification form from all Local Agency contractors and Local Agency certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

Contract No.: 230056
Funding Source: State REAP 2
Project Billing Code: SAC229

Local Agency acknowledges that the Funds are being provided to SACOG via an agreement between SACOG and the Department of Housing and Community Development ("HCD"), a copy of which is attached hereto and incorporated herein as Exhibit "B" (the "Funding Agreement"). Local Agency agrees to comply with all applicable terms, conditions, and requirements of the Funding Agreement, as such terms relate to recipients or sub-recipients of funds under the Funding Agreement. In the event of any inconsistency or conflict between this MOU and the Funding Agreement, the terms of the Funding Agreement shall prevail.

3. **Funding Amount:** The amount to be paid to Local Agency for administration by Local Agency in accordance with Exhibit A will not exceed **FIVE MILLION DOLLARS (\$5,000,000.00)** unless agreed to in advance by the parties pursuant to a written amendment signed by SACOG's Executive Director or Deputy Executive Director. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.
4. **Term:** The term of this Agreement shall be from the Effective Date until **JUNE 30, 2026**, unless agreed to in advance by written amendment signed by SACOG's Executive Director or Deputy Executive Director.
5. **Independent Contractor:** The Local Agency, and the agents and employees of the Local Agency, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Local Agency, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Local Agency has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Local Agency in the performance of work funded by this Agreement. Local Agency will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.
6. **Accounting Records:**
 - a. Local Agency, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment voucher or invoices.
 - b. Local Agency shall establish a separate ledger account for receipts and expenditure of the Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.

Contract No.: 230056
Funding Source: State REAP 2
Project Billing Code: SAC229

- c. Local Agency shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- d. Local Agency agrees that SACOG and the State of California or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

7. Reporting and Payment:

a. On a quarterly basis, Local Agency will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Local Agency shall submit written invoices by e-mail in to SACOG. Local Agency's written progress report shall be completed as required by SACOG, and shall be for the periods ending March, June, September and December. Local Agency shall provide any and all information requested by SACOG and necessary for SACOG to submit an annual progress report to the State of California Housing and Community Development Department in April of each year of this Agreement.

b. Payments to Local Agency hereunder will be made in arrears. Local Agency will submit a detailed and properly documented invoice on its letterhead for reimbursement which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Local Agency has already incurred costs for the Project. Attached as Exhibit "C" is SACOG's matrix of required supporting documentation for Local Agency invoices. Invoices for expenditures incurred prior to July 1, 2021 will not be reimbursed.

c. The Local Agency shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first invoice from the Local Agency. Indirect cost rates shall be submitted annually in accordance with SACOG requirements.

d. Local Agency will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Local Agency's invoice that would cause withholding of approval and subsequent payment. Local Agency's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts. Local Agency's failure to comply with any of the reporting requirements in this Agreement may impact Local Agency's ability to receive future Green Means Go funds.

Contract No.: 230056
Funding Source: State REAP 2
Project Billing Code: SAC229

8. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Local Agency agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government, with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Local Agency further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the three (3) years after final payment under this Agreement, all records must be retained by Local Agency, its contractors and subcontractors until completion of the action and resolution of all issues which arise from it. Records related to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter. SACOG shall have the right to audit Local Agency records and interview employees.
- c. If so directed by SACOG upon expiration of this Agreement, the Local Agency will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.
- d. In addition to any other remedies available to SACOG in law or equity for breach of this Agreement, SACOG, may at its discretion, exercise a variety of remedies, including, but not limited to, requiring repayment of the Funds disbursed and expended under this Agreement.

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9. Third Party Contracts:

- a. All procurements related to the expenditure of the Funds must be conducted using a fair and competitive procurement process. Local Agency may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California law.
- b. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to Local Agency's contractors and subcontractors. Copies of all agreements with contractors and subcontractors shall be submitted to SACOG's project manager.
- c. Local Agency shall be responsible for monitoring and enforcement of all agreements with contractors and subcontractors to ensure compliance with the terms of this Agreement.

10. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 17 below.
- b. If either party issues a notice of termination, SACOG will reimburse Local Agency for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Local Agency's failure to comply with the terms of this Agreement.
- c. Local Agency will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of the State to appropriate funds. In such event, Local Agency will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 17. SACOG will make payment to Local Agency through the date of termination, subject to the provisions of Section 6 above.

11. Indemnity: Local Agency specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of

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this Agreement. Local Agency shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

12. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Local Agency. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Local Agency either in whole or in part.
13. [Reserved]
14. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit "A"), unless modified pursuant to Section 15.
15. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.
16. Contractors and Subcontractors: Local Agency will be fully responsible for all work performed by its contractors and subcontractors.
 - a. SACOG reserves the right to review and approve, which approval shall not be unreasonably withheld, any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
 - b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act.
 - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
 - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Local Agency or any subcontractor in performing work associated with this Agreement or any part of it.
 - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or

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resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

- (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

17. Project Managers: SACOG's Project Manager for this Agreement is **Greg Chew**, unless SACOG otherwise informs Local Agency. With the exception of notice of termination sent by certified mail pursuant to Section 10 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

Greg Chew, Senior Planner
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Telephone: 916-798-0464
Email: gchew@sacog.org

Local Agency's Project Manager for this Agreement is **Stefan Heisler**. No substitution of Local Agency's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 10 above, any notice, report, or other communication to Local Agency required by this Agreement will be mailed by first-class mail to:

Stefan Heisler, Housing Manager
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Telephone: 916-851-8757
Email: sheisler@cityofranchocordova.org

18. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.
19. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Local Agency of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.
20. Litigation: Local Agency will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will

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take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. Non-Liability of SACOG: SACOG shall not be liable to Local Agency or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Local Agency or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.
22. Amendments Required by State Agencies: If any State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.
23. Counterparts and Electronic Signatures: This MOU may be signed in one or more counterparts, each of which will constitute an original and all of which taken together shall constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this MOU and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
24. Authority: The persons signing on behalf of the parties to this MOU each warrant they have the legal authority to execute this MOU.
25. Entire Agreement: This MOU embodies the entire agreement of the parties in relation to the matters contained herein, and no other understanding, whether verbal, written, or otherwise, exists among the parties.
26. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Local Agency assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Local Agency also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.
27. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination

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laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 et seq. of the Government Code. SACOG prohibits discrimination by its employees, Local Agency's, contractors and consultants.

Local Agency hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Local Agency will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Local Agency to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Local Agency and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Local Agency and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Local Agency and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Local Agency and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Local Agency and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are

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free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Local Agency and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Local Agency and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- d. Local Agency and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
 - e. Local Agency, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Local Agency shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - f. Local Agency and its contractors will include the provisions of this Section 27 in all contracts to perform work funded under this Agreement. Local Agency shall take such action with respect to any such contract as SACOG may direct as a means of enforcing such provisions, including sanctions for noncompliance.
 - g. Sanctions for Noncompliance: In the event of the Local Agency's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or the State may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the Local Agency under this Agreement until the Local Agency complies, and/or
 - ii. Cancellation, termination or suspension of the Agreement, in whole or in part.
28. **Drug-Free Certification:** By signing this Agreement, Local Agency hereby certifies under penalty of perjury under the laws of the State of California that Local Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

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- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or the organization's policy of maintaining a drug-free workplace;
 - (3) Any available counseling, rehabilitation, and employee assistance programs; and
 - (4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee of Local Agency who works under this Agreement will:
 - (1) Receive a copy of Local Agency's Drug-Free Workplace Policy Statement; and
 - (2) Agree to abide by the terms of Local Agency's Statement as a condition of employment on this Agreement.
29. Union Organizing: By signing this Agreement, Local Agency hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.
- a. Local Agency will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
 - b. Local Agency will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.
30. Prohibition of Expending State or Federal Funds for Lobbying:
- a. Local Agency certifies, to the best of his or her knowledge or belief, that:
 - (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Agency, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a

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Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Local Agency will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Local Agency also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.
- 31. Prevailing Wage and Labor Requirements.
 - a. Should Local Agency award any construction contracts utilizing Federal funds under this Agreement, Local Agency agrees to comply with all applicable statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
 - b. Should Local Agency award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Local Agency agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771. Nothing in this section is intended to preclude any exemptions within Labor Code Section 1720 that may apply to Local Agency. If required by Civil

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Code sections 9550 et seq., any contractor or subcontractor shall be required to provide and maintain bonds to secure the payment of prevailing wages to workers.

- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

32. Economic Sanctions:

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, SACOG shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein and shall not enter a contract with any such individual or entity while the Order is in effect.

[Signatures on Next Page]

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IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS MEMORANDUM OF UNDERSTANDING AS OF THE DATE FIRST ABOVE WRITTEN:

**SACRAMENTO AREA COUNCIL
OF GOVERNMENTS**

By: _____
JAMES CORLESS
Executive Director

APPROVED AS TO FORM:

Sloan Sakai Yeung & Wong LLP
Legal Counsel to SACOG

CITY OF RANCHO CORDOVA

By: _____
MICAHA RUNNER
City Manager

APPROVED AS TO FORM:

ADAM LINGREN
City Attorney

LIST OF EXHIBITS:

Exhibit "A": Scope of Work

Exhibit "B": Standard Agreement between State and SACOG regarding REAP 2 Grants

Exhibit "C": Required Supporting Documentation for Grant Recipients

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EXHIBIT "A"*Project Description*

Jurisdiction: City of Rancho Cordova

Project Title: Mills Crossing – Capital Development

Project Location: 10153-10179 Folsom Blvd, Rancho Cordova, CA 95670

Project Housing Nexus:

Check all that apply.

☐ Reduce Time	☒ Impact on housing supply and/or affordability
☐ Reduce Development Costs	☐ Increase approval certainty and/or streamlines entitlements
☒ Infrastructure Capacity	☐ Other: _____

Project Location Type:

Check all that apply.

☒ Green Zone	☐ Community wide
☒ Civic Lab Corridor	☐ Other: _____

Project Goal Statement:

Describe the impacts of your project on the acceleration of housing production.

This project will support the urban-style housing as part of the Mills Crossing project, which will demonstrate to the market that infill housing and mixed-use development within the Folsom Blvd Green Zone is feasible and attractive. History shows that one successful demonstration project in combination with adjacent underutilized sites near a transit center will catalyze corridor investment in the near, intermediate, and long-term.

Project Description:

Include a high-level summary of your project.

The project scope will fund housing and corridor-related capital (infrastructure) construction costs for the Mills Crossing infill and transit-oriented development (TOD) project which is a \$140+ million mixed-use, mixed-income community hub on the largest vacant site in the Folsom Blvd Green Zone (10-acres), including over 100 multifamily and townhouse units (on 55% of the site), site infrastructure improvements including 2+ acres of open space, and community facilities (community wellness facilities, workforce training, etc.). This grant scope will up-size wet and dry utilities to service the immediate site

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and several nearby large, underutilized sites within the Green Zone including sanitary sewer, water utility infrastructure, storm drain, and electrical utility infrastructure.

Implementation:

Summarize plans for adoption or implementation or next steps. If the project is one component of a larger effort, such as a study that will support fee reductions, please specify how this project fits into the larger housing effort.

The City of Rancho Cordova has executed a 2-phase development agreement, Phase 1 Predevelopment Agreement and Phase 2 Development Agreement, with Griffin | Swinerton to execute the GMG Capital Allocation funded activities within the broader 10-acre Mills Crossing project development scope. The Phase 1 Agreement includes a specified timeline to complete individual predevelopment activities and continue into the Phase 2 construction portion of the project in order to stay within the GMG deadline of obligating funds by June 2024 and expending funds by June, 2026. The predevelopment phase is anticipated to continue until Q4 2024, with construction beginning in Q1 2025. CEQA analysis has been initiated as a Subsequent Environmental Impact Report (SEIR). The SEIR is scheduled to be complete and adopted by the City Council by the end of Q1 2024. This provides approximately 1.5 years to fully spend and implement the GMG Capital Allocation Project Scope through project construction.

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SCOPE OF WORK

Project Tasks, Deliverables, Timeline and Budget

Grant Project Name:

Task #	Detailed Description of Tasks / Milestones	Task Timeline (in months and year)	Deliverable(s) including delivery date	Total Budget	Green Means Go Funds	Other Funds (include source)
1	Regular reporting to SACOG (this is a required task for all projects)		1. Progress report and invoicing (quarterly) 2. Summary of potential housing units impacted by project (final deliverable upon project completion)			
2	Sanitary sewer system, sewer main, distribution, laterals including backfill & trenching, cleanouts, and manholes – various sewer pipe, manholes, connect to existing	Complete September 2026	Completed sanitary sewer site infrastructure per approved construction documents and building permit	\$2,500,000	\$1,000,000	\$500,000 City of Rancho Cordova \$1,000,000 REAP HIT
3	Water main and distribution, including backfill, trenching, valves, etc.; back flow preventer; connect to existing	Complete September 2026	Completed water utility site infrastructure per approved construction documents and building permit	\$3,000,000	\$2,000,000	\$1,000,000 REAP HIT
4	Storm drain system including backfill, trenching, cleanouts, and manholes – stormwater basins, green infrastructure detention	Complete September 2026	Completed storm drain site infrastructure per approved construction documents and building permit	\$2,000,000	\$1,000,000	\$1,000,000 REAP HIT

ITEM 15.4.

ATTACHMENT 2

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5	Electrical – (a) Site service and distribution (pull box, transformer, conduit, trenching, backfill, compaction, concrete encasement); (b) Backup power generation (c) Site fiber communications (fiber and conduit, pull box, trenching, backfill, compaction, concrete encasement); and (d) Renewable energy – on-site photovoltaics, battery storage etc.	Complete September 2026	Completed electrical utility site infrastructure per approved construction documents and building permit	\$2,000,000	\$1,000,000	\$1,000,000 REAP HIT
			TOTALS	\$9,500,000	\$5,000,000	\$4,500,000

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EXHIBIT "B"

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES		SCO ID:	
STANDARD AGREEMENT STD 213 (Rev. 04/2020)		AGREEMENT NUMBER 22-REAP2-17489	PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
Sacramento Area Council of Governments

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
12/31/2028

3. The maximum amount of this Agreement is:
\$33,727,893.48

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP2 Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		13

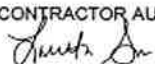
Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at <https://www.dgs.ca.gov/OLSR/Resouces>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
 Sacramento Area Council of Governments

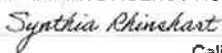
CONTRACTOR BUSINESS ADDRESS 1415 L Street, Suite 300	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Loretta Su	TITLE Finance Director
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 2/21/2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
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PRINTED NAME OF PERSON SIGNING Synthia Rhinehart	TITLE Contracts Office Manager, Contract Services Section
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 3/1/2023

California Department of General Services Approval (or exemption, if applicable)

Exempt per: SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

EXHIBIT A - AUTHORITY, PURPOSE, AND SCOPE OF WORK**1. Authority**

The Regional Early Action Planning Grants Program of 2021 is established for the purpose of providing regions with one-time funding, including grants for transformative planning and implementation activities. Up to six hundred million dollars (\$600,000,000) shall be distributed under the Program in accordance with Chapter 3.15 of the Health and Safety Code (Statute). Of this amount, approximately 85 percent (\$510,000,000) is available to Metropolitan Planning Organizations (MPOs). The California Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grants Program of 2021, or "REAP 2.0") to MPOs and other regional entities in accordance with the Statute and Guidelines, pursuant to Health and Safety Code section 50515.10(h).

Pursuant to Health and Safety Code Section 50515.08(c)(3), an MPO or regional entity may request up to 10 percent of its available funding in advance. This Standard Agreement (Agreement) authorizes the encumbrance of the total funds available to the applicant, including advance payment, subject to all statutory requirements and all applicable provisions, including but not limited to the Guidelines, approved advance and full applications and any subsequent modifications.

The Grantee shall consult with the Department on any amendment modification or other provision related to the implementation of the Program. The Department's decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.10(i).

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning and implementation activities pursuant to the Guidelines and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, advance application and full application, as well as this Agreement, subsequent amendments or modifications to this Agreement and the requirements of the authority cited above. Based on all representations made by the Grantee, the State shall encumber the full amount pursuant to the Guidelines and provide advance payment upon request and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds as described in Exhibit B.

3. Definitions

Terms herein shall have the same meaning as defined by the Guidelines and Statute.

4. Scope of Work

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Grantee shall use the awarded funds in accordance with the approved scope of work as contained in the timeline and budget and related information outlined in the approved application for 10 percent advance payment and subsequent applications for total funding. The scope of work may be amended in compliance with statutory requirements subject to approval by the Department.

5. **Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statute, Guidelines, Scope of Work, approved advanced application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by the Department at any point during the term of the Agreement and subject to any amendments to this Agreement.
- B. The Department may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements, implementing advance payment(s), or award amount to the Grantee.
- C. The Department may monitor expenditures and activities of the Grantee, as the department deems necessary, to ensure compliance with statutory or Department requirements.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee or pursue any other remedies available to it by law for failure to comply with Program requirements pursuant to Health and Safety Code section 50515.10 (g).
- E. The Department's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.10(i).
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this Agreement or subsequent amendments.

6. **Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be submitted under the penalty of perjury by email to REAP2021@hcd.ca.gov.

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EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS**1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance upon, facts, information, assertions and representations contained in any application or award or any subsequent modifications or additions to such thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application, award or approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

- A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$33,727,893.48.
- B. This Agreement authorizes an initial advance payment(s) up to 10% Award for eligible activities as described in the approved Advance Application.
- C. This Agreement authorizes advance payment and subsequent awards up to the total award amount as described in Section 2A of this Exhibit and is subject to Department approval.
- D. The Grantee shall submit and follow a schedule for the expenditure of the 10 percent advance and any subsequent award prior to disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.

3. Grant Timelines

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be obligated no later than June 30, 2024 and expended by June 30, 2026 pursuant to Health and Safety Code section 50515.10(e)(1).

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- C. Final invoices must be submitted to the Department three months prior to the expenditure deadline. Under special circumstances, approved by the Department and in accordance with the expenditure deadline, the Department may modify the invoice deadline and may provide exception, including but not limited to, advance payment to carry out the terms of this Agreement.
- D. It is the responsibility of the Grantee to monitor the progress and timeliness of grant fund obligations, including invoicing and reimbursements within the specified dates.

4. **Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Statute and Guidelines which includes associated forms and guidelines, approved applications and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the Department that involve planning and implementation activities in accordance with the Statute and Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project as described in the Guidelines.
- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the Agreement has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Eligible activities that are approved by the Department may be retroactively reimbursed to July 1, 2021.

EXHIBIT D - REAP2 TERMS AND CONDITIONS**1. Accounting and Records**

- A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. Invoicing

- A. Grant funds cannot be disbursed until the Agreement has been fully executed.
- B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.
- C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be

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reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.

- D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.
- E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.
- F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.
- G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

3. Audits

- A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.
- B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.
- D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other

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material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.

- E. The Department may request additional information, as needed, to meet other applicable audit requirements.
- F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.
- G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.
- H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding \$10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.
- K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

4. **Remedies and Non-performance**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

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- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.
- D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.
- E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.
- F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.
- G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.
- H. Examples of a breach of this Agreement:
 - 1. Grantee's failure to comply with any term or condition of this Agreement.
 - 2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
 - 3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.
- J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
 - 1. Revoke existing REAP 2.0 award(s) to the Grantee;

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2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;
 3. Require repayment of REAP 2.0 Funds disbursed and expended under this agreement;
 4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and
 5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.
 6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.
- K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.

5. **Reporting**

- A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.
- B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:
 1. The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.
 2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
 - i. Housing units accelerated,
 - ii. Reductions in Vehicle Miles Traveled Per Capita,
 - iii. Location of investment,
 - iv. Socioeconomic statistics about the impacted geography, and
 - v. Regional impact explanation

The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee

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should also identify any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.
 - C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.
 - D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.
 - E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.
 1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.
6. **Indemnification**

Neither the Department nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions,

shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

8. **Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

9. **Third Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

10. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and

shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

12. **Changes in Terms/Amendments**

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

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2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with the Department and its partners for various purposes, including education, outreach, transparency and future learning.

14. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

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Contract No.: 230056
Funding Source: State REAP 2
Project Billing Code: SAC229

EXHIBIT "C"

Sacramento Area Council of Governments

Required Supporting Documentation for Contractor, Sub-Contractor, Sub-Recipient Invoices

Type of Expense	Required Supporting Documentation for SACOG Invoices/Expense Reimbursements	Required Supporting Documentation for Sub-Recipient Invoices	Required Supporting Documentation for Contractor/Sub-Contractor Invoices
Labor Costs	☐ Approved timesheets ☐ Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate + benefits + overhead	☐ Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate + benefits + overhead	☐ Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate + benefits + overhead
Travel Costs	☐ Travel request approval/details and appropriate documentation for type of travel expense below: ☐ Date, miles driven, addresses traveled from and to, purpose of travel. ☐ Map preferred.	☐ Travel request approval/details and appropriate documentation for type of travel expense below: ☐ Date, miles driven, addresses traveled from and to, purpose of travel. ☐ Map preferred.	☐ Travel request approval/details and appropriate documentation for type of travel expense below: ☐ Date, miles driven, addresses traveled from and to, purpose of travel. ☐ Map preferred.
Mileage	☐ Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates. ☐ If any charges are for more than one person, names of all parties and purpose of charge must be provided.	☐ Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates. ☐ If any charges are for more than one person, names of all parties and purpose of charge must be provided.	☐ Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates. ☐ If any charges are for more than one person, names of all parties and purpose of charge must be provided.
Meals, Incidentals, Transportation & Lodging	☐ Rate matches current approved rate	☐ Approval of indirect rate from cognizant agency	☐ Approval of indirect/overhead rate from cognizant agency
Indirect/Overhead Charge	☐ Proof of Payment	☐ Copy of cancelled check showing proof of cleared payment	☐ Copy of cancelled check showing proof of cleared payment
Proof of Payment	☐ Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.	☐ Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.	☐ Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.
Meetings Related Expenses	☐ Detailed receipts	☐ Detailed receipts	☐ Detailed receipts
Other Expenses	☐ N/A - Accounting function	☐ Documentation supporting in-kind or other match. If staff time is used for match, follow "labor costs" documentation requirements.	☐ Documentation supporting in-kind or other match. If staff time is used for match, follow "labor costs" documentation requirements.
In-Kind/Match	☐ If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. In order to be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to based on type of grant funding. ☐ If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)	☐ If other costs are used, follow the rules for other types of expenses. ☐ If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)	☐ If other costs are used, follow the rules for other types of expenses. ☐ If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)

MEMORANDUM



ITEM 15.5.

DATE: December 4, 2023
TO: Honorable Mayor and Council Members
FROM: Ka Vang, Management Technician
Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT FOR THE
PROHOUSING INCENTIVE PILOT PROGRAM**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute an agreement with the California Department of Housing and Community Development (HCD) to receive the Prohousing Incentive Pilot (PIP) Program funds.

BACKGROUND

On February 21, 2023, the City Council approved the City's participation in the Prohousing Designation Program, which included authorizing staff to submit an application for the Prohousing Incentive Pilot (PIP) Program. Subsequently, on May 9, 2023, the City received an award of \$960,000 in PIP funding from the California Department of Housing and Community Development (HCD).

The previous PIP Resolution adopted on February 21, 2023, authorized funds up to the application amount of \$500,000. This new Resolution is needed to grant authorization to the City Manager to execute an agreement up to an awarded amount of \$960,000.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT FOR THE PROHOUSING INCENTIVE PILOT PROGRAM**

WHEREAS, pursuant to Health and Safety Code 50470 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue guidelines as part of an incentive program hereinafter referred to by the Department as the Prohousing Incentive Pilot (PIP) Program or; and

WHEREAS, the Department has issued guidelines and application on December 15, 2022, in the amount of \$25,705,545.65 for PIP; and

WHEREAS, on February 21, 2023, through Resolution No. 15-2023, the City Council of the City of Rancho Cordova authorized the submittal of a PIP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for eligible activities towards planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation.

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

1. In connection with the PIP grant, if the application is approved by the Department, the City Manager of the City of Rancho Cordova is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$960,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant's obligations related thereto, and all amendments thereto; and
2. The Applicant shall be subject to the terms and conditions as specified in the Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of December 2023 by the following vote:

ITEM 15.5.

ATTACHMENT 1

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

MEMORANDUM



ITEM 16.1.

DATE: December 4, 2023
TO: Honorable Mayor and Council Members
FROM: Arlene Granadosin-Jones, AICP, Senior Planner
SUBJECT: **AN ORDINANCE AMENDING TITLE 23, CHAPTER 23.325 OVERLAY ZONING DISTRICTS, CHAPTER 23.716 LANDSCAPING, CHAPTER 23.719 PARKING & LOADING, CHAPTER 23.734 ACCESSORY STRUCTURES, CHAPTER 23.743 SIGNS, AND CHAPTER 23.1104 DEFINITIONS (CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXEMPTION FOUND IN GUIDELINE SECTION 15061(B)(3))**

RECOMMENDATION

Waive the first reading and introduce the Ordinance.

RESULT OF RECOMMENDED ACTION

The Ordinance would come back for a second reading and adoption at the next regular City Council meeting. Approval of the Ordinance would amend Title 23 Zoning Code.

BACKGROUND

Periodically, amendments to the Municipal Code are necessary to address ambiguities and provide clarification, to be consistent with customary practice or comply with changes in State law. In the past, various titles of the code have routinely been amended for these reasons, as well as to include new development standards to address uses that may not be in the code. The amendments proposed are mostly clean up items to address. Staff did not believe these minor changes warranted a discussion with the City Council prior to scheduling the amendments for a public hearing.

ANALYSIS

Attachment 3 includes all draft amendments, shown in track changes. Draft amendments are shown with track changes with new draft language underlined and language proposed for removal with strikethroughs. Only those chapters and/or sections with proposed changes are included in the attached documents as excerpts from the Rancho Cordova Municipal Code. A summary of the changes is provided below. As a note, Attachment 2 includes all the amendments in a non-track change format. This is provided as an exhibit to the Ordinance.

TITLE 23 ZONING CODE

Chapter 23.325 Overlay Zoning Districts

The proposed amendment would revise Table 23.325-1: Allowed Use Provisions in the Convention Overlay Zoning District to clarify the application of the predominant use standard. Mixed-use zoning districts require developments to meet predominant use standards that are intended to establish maximum square footage allowances for use that are allowed only as a secondary use to a primary use.

Chapter 23.716 Landscaping

The proposed amendment would remove an older version of Figure 23.716.2: Nonpervious Surface Limits in Single-Family and Two-Family Residential Zones. This figure already includes the correct figure for this standard.

Chapter 23.719 Parking & Loading

The proposed amendment would revise Table 23.719-1: Required Minimum Vehicle Ratios to revise “commercial schools” to “schools, private and special/studio” to maintain consistency with allowed land uses tables in the Zoning Code. Use tables in the Zoning Code refer to “commercial schools” as “schools, private and special/studio.”

Chapter 23.734 Accessory Structures

The proposed amendment would revise Table 23.734-1: Development Standards for Accessory Structures to clarify setback requirements for accessory structures when structures are over 8 feet in height.

Chapter 23.743 Signs

The proposed amendment would revise Table 23.743-1: Allowed Permanent On-Site Sign Standards to clarify sign requirements.

The proposed amendment would also revise Section 23.743.050 Prohibited Signs to provide some exceptions for pole signs when this type of sign is utilized for on-site directional signs and menu/order board signs.

Chapter 23.1104 Definitions

The proposed amendment would revise the definition for “community centers/civic uses” to include “ballrooms.” This revision will be more inclusive of similar uses that have been previously proposed in the City.

PLANNING COMMISSION RECOMMENDATION

On November 8, 2023, the Planning Commission held a public hearing to review the proposed amendments to the Zoning Code. The Planning Commission recommended approval of all amendments, except for the proposed amendment to Zoning Code Section 23.719.130. The proposed amendment would remove “paver stones” and “interlocking grids with gravel” as permitted permeable materials for vehicle parking; and remove “grasscrete” and “permeable paving material” and adding “pervious concrete” as permitted materials for RV and trailer parking to be consistent with other standards in the section.

City staff originally proposed the amendments due to ongoing issues that revealed that the use of these types of materials does not provide durable surfaces for vehicle parking. Most often these types of materials are not reinforced or properly installed leading to quicker deterioration.

Members of the Planning Commission stated that they would prefer that paver stones remain an optional material for driveways noting that it provides aesthetic variation from concrete driveways and sometimes a more affordable paving material. The Planning Commission also suggested the use of future outreach efforts by the City to educate residents on the proper installation of paver stones and similar materials on driveways to alleviate some of the issues with durability. Ultimately, the Planning Commission did not agree with the proposed amendment to Zoning Code Section 23.719.130, and therefore voted to omit it from their recommendation to City Council.

ENVIRONMENTAL

The California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to further regulate or clarify uses that are already present in the City or provide consistency with State law and no significant expansion of these activities can reasonably be anticipated to occur. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the Ordinance will result in a significant effect on the environment. Thus, the proposed Ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the Ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed Ordinance does not approve any physical development and it would not result in a direct or indirect physical changes in the environment. Any specific development projects that may result from these changes will be subject to environmental review. The proposed amendments are consistent with the City’s General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance
3. Track Changes

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2023

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING TITLE 23, CHAPTER 23.325 OVERLAY ZONING
DISTRICTS, CHAPTER 23.716 LANDSCAPING, CHAPTER 23.719 PARKING & LOADING,
CHAPTER 23.734 ACCESSORY STRUCTURES, CHAPTER 23.743 SIGNS, AND
CHAPTER 23.1104 DEFINITIONS**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:**Section 1. Purpose and Declarations.**

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

WHEREAS, Chapter 23.325 Overlay Zoning Districts of the Municipal Code, sets forth the allowable land uses and development standards within the Overlay Zoning Districts:

- A. The Ordinance would revise Table 23.325-1: Allowed Use Provisions in the Convention Overlay Zoning District to clarify the application of the predominant use standard; and

WHEREAS, Chapter 23.716 Landscaping of the Municipal Code, sets forth the development and design standards for landscaping within private property in the City:

- A. The Ordinance remove an older version of Figure 23.716.2: Nonpervious Surface Limits in Single-Family and Two-Family Residential Zones; and

WHEREAS, Chapter 23.719 Parking & Loading of the Municipal Code, sets forth minimum parking requirements, and development and design standards for parking areas:

- A. The Ordinance would revise Table 23.719-1: Required Minimum Vehicle Ratios to revise “commercial schools” to “schools, private and special/studio” to maintain consistency with allowed land uses table in the Zoning Code; and

WHEREAS, Chapter 23.734 Accessory Structures of the Municipal Code, sets forth development and design standards for accessory structures:

- A. The Ordinance would revise Table 23.734-1: Development Standards for Accessory Structures to clarify setback requirements for accessory structures; and

WHEREAS, Chapter 23.743 Signs of the Municipal Code, sets forth development and design standards for signs:

- A. The Ordinance would revise Table 23.743-1: Allowed Permanent On-Site Sign Standards to clarify sign requirements.
- B. The Ordinance would revise Section 23.743.050 Prohibited Signs to provide some exceptions for pole signs; and

WHEREAS, Chapter 23.1104 Definitions of the Municipal Code, sets forth the definitions for land uses and other terms in the Zoning Code:

- A. The Ordinance would revise the definition for “community centers/civic uses” to include “ballrooms”; and

WHEREAS, on December 4, 2023, the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

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

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

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development and it would not result in a direct or indirect physical changes in the environment. Any specific development projects that may result from these changes will be subject to environmental review. The proposed amendments are consistent with the City’s General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

- B. **The proposed amendment is consistent with the General Plan.** The attached Municipal Code Amendments (“Amendment”) are consistent with the General Plan. The amendments would address inconsistencies, delete text and graphics that are no longer necessary, and provide clarifying language for implementation.

- C. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.** The amendments would address inconsistencies, delete text and graphics that are no longer necessary, and provide clarifying language for implementation. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City.
- D. **The proposed amendments are internally consistent with other applicable provisions in this Zoning Code.** The Amendments have been reviewed for consistency with the entirety of the Municipal Code and are consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 23 Zoning Code

The City Council hereby adopts the amendments to Title 23 Zoning Code of the Rancho Cordova Municipal Code, as shown and incorporated in Exhibit A to this Ordinance.

Section 4. Severability

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

Section 5. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ITEM 16.1.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Rancho Cordova

Municipal Code Amendments

Note to Reader: Only those sections and/or subsections listed within this document are being amended. Unless otherwise indicated, all sections and subsections prior to and after the amended section and/or subsection shall remain, unchanged.

CHAPTER 23.325.020 CONVENTION (CO) OVERLAY ZONING DISTRICT.

Table 23.325-1: Allowed Use Provisions in the Convention Overlay Zoning District

Land Use Category	Convention Overlay Zoning District	Special Use Regulations
Residential Uses		
Dwelling, Multifamily	P ¹	
Home Occupations	C	RCMC 23.901.030
Live-Work Facility	C	RCMC 23.901.040
Recreation, Education, and Public Assembly Uses		
Clubs, Lodges, and Private Meeting Halls	P	
Community Centers/Civic Uses	P	
Convention Center	P	
Indoor Amusement/Entertainment Facility	P	
Indoor Fitness and Sports Facility	AUP	
Libraries and Museums	P	
Outdoor Commercial Recreation	AUP	
Parks and Public Plazas	P	
Public Safety Facility	P	
Religious Institutions	C	
Schools, Private and Special/Studios ³	P	
Schools, Public ³	P	
Theaters and Auditoriums	P	
Utility, Transportation, and Communication Use Listings		
Broadcasting and Recording Studios	P	
Heliports	C	
Park and Ride Facility	P	
Telecommunication Facility	C	RCMC 23.907.020
Transit Stations and Terminals	C	
Utility Facilities and Infrastructure	C	RCMC 23.907.030

Land Use Category	Convention Overlay Zoning District	Special Use Regulations
Retail, Service, and Office Uses		
Alcoholic Beverage Sales (off-premises consumption) ²	C	
Art, Antique, Collectable	P	
Artisan Shop	P	
Banks and Financial Services	P	
Bars and Nightclubs	C	
Brew Pub ²	P	
Business Support Services	P	
Child Day Care Facility	C	
Commercial Marijuana Uses	N	
Convenience Store	P	
Drive-In and Drive-Through Sales and Service	C	RCMC 23.910.030
Home Improvement Supplies	AUP	
Hotels and Motels	P	
Hotels and Motels, Extended Stay	C	
Medical Services, General	P	
Medical Services, Extended Care	P	
Medical Services, Hospitals	P	
Neighborhood Market/Grocery Stores/Supermarket	P	
Offices, Business and Professional	P	
Offices, Accessory	P	
Personal Services	P	
Restaurants	P	
Retail, Accessory	P	
Retail, General	P	
Tasting Room ²	P	
Veterinary Facility	AUP	
Automobile and Vehicle Uses		
Auto and Vehicle Sales and Rental	AUP	
Car Washing and Detailing	C	RMC 23.913.050
Service Stations	C	
Vehicle Services, Minor	AUP	

Land Use Category	Convention Overlay Zoning District	Special Use Regulations
Industrial, Manufacturing, and Processing Uses		
Brewery, Winery, Distillery ²	P	
Manufacturing – Small Scale	AUP	
Printing and Publishing	AUP	
Research and Development	AUP	
Warehousing	AUP	

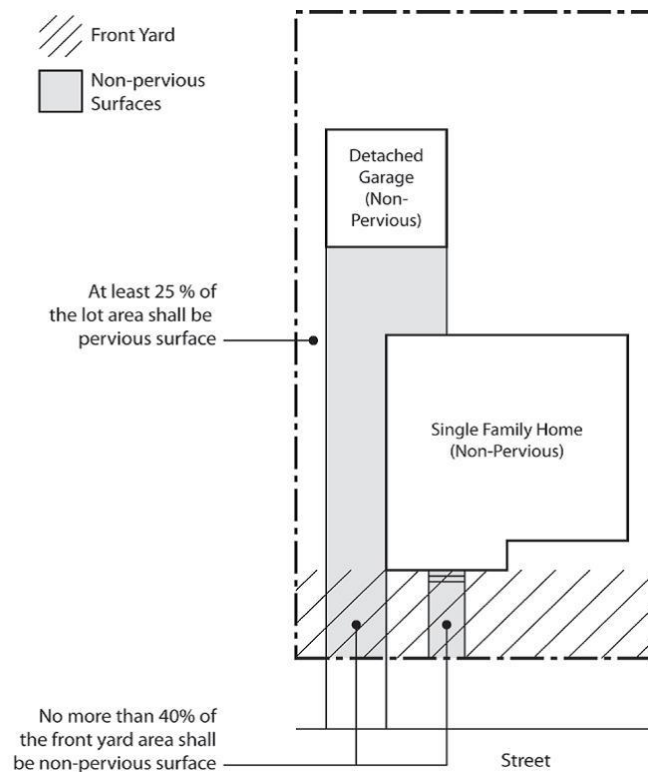
Notes:

1. For mixed-use zones, the use is permitted in conjunction with the predominant use of the underlying base zoning district. In other words, this use is only allowed as part of an integrated development.
2. Off-premises sale of alcohol is an allowed use where such sales are incidental to an allowed use that provides on-site alcohol consumption (restaurant, brew pub, tasting room, etc.).
3. Dormitories on any parcel that is part of a contiguous campus are permitted as an accessory use to the public or private school.

CHAPTER 23.716 LANDSCAPING**23.716.060 Special landscape provisions.**

A. Residential Landscape. For single-family and two-family residential zoning districts, at least 25 percent of the lot area shall be pervious surface. Additionally, no more than 40 percent of the front yard area shall be nonpervious surface (e.g. sidewalks, driveway or parking). Driveway pavement shall be five feet from the side property line in order to provide an area of landscaping between adjacent lots. This setback requirement excludes pedestrian walkways from the driveway to the side yard area. Deviations from these standards may be allowed through site plan and architecture review for small-lot single-family developments at the time of master home plan review where these standards cannot be attained due to design. Remaining unpaved portion shall be landscaped, irrigated, and maintained. See Figure 23.716-2 (Nonpervious Surface Limits in Single-Family and Two-Family Residential Zones). Landscaped (pervious) areas shall include a combination of well-maintained ground cover, shrubs, hedges, trees and other pervious landscape materials.

Figure 23.716-2: Nonpervious Surface Limits in Single-Family and Two-Family Residential Zones



CHAPTER 23.719.070 VEHICLE PARKING REQUIREMENTS.**Table 23.719-1: Required Minimum Vehicle Ratios**

Land Use Category	Vehicle Parking Spaces
Residential Uses	
Adult Day Care Home	None beyond single-family
Caretaker Housing	1/bedroom
Dwelling, Multifamily	
Studio and one-bedroom units	1/unit
Two- and three-bedroom units	2/unit
Four- or more bedroom units	2/unit
+ Guest parking	0.2/unit
Accessory Dwelling Unit ¹¹	1/unit
Junior Accessory Dwelling Unit	No minimum
Dwelling, Single-Family ^{1,2}	2/unit
Dwelling, Two-Family ^{1,2}	2/unit
Family Day Care Home, Large	1 additional
Family Day Care Home, Small	No minimum
Dormitories	1 space/3 occupants
Group Residential	None beyond single-family
Guest House	0 additional
Home Occupations ³	1 additional
Live-Work Facility	2/unit (plus 0.25/unit for guests)
Manufactured Home	2/unit
Mobile Home	2/unit
Mobile Home Park	2/unit
Residential Care Home	1 space per employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Senior Independent Living Facility	0.5/unit (plus 0.1 per unit for guests)
Agriculture, Resource, and Open Space Uses	
Equestrian Facility	1/4 stables
Recreation, Education, and Public Assembly Uses	
Cemeteries, Mausoleums	1/4 seats ⁵
Clubs, Lodges, and Private Meeting Halls	1/3 seats ⁵

Land Use Category	Vehicle Parking Spaces
Community Centers/Civic Uses	4/1,000 sf
Community Garden	1/5,000 sf lot area ⁴
Correctional Institution	Parking Study Required
Golf Courses ⁶	10/hole
Indoor Amusement/Entertainment Facility	4/1,000 sf
Indoor Fitness and Sports Facility	4/1,000 sf
Libraries and Museums	3/1,000 sf
Outdoor Commercial Recreation	2/1,000 sf ⁷ or 1/4 seats or person capacity, whichever is greater
Parks and Public Plazas (less than 10 acres)	No minimum
Parks (10 acres or larger)	5% of total site area ^{4,7}
Public Safety Facility	4/1,000 sf
Recreational Vehicle Parks	1.5/site
Religious Institutions	0.3/seat
Resource-Related Recreation	1/10,000 sf land area, minimum 4 spaces
Schools, Public	
Preschool facilities and kindergartens	1/employee plus 1 per classroom, or 1/3 seats in assembly area, whichever is greater
Elementary or middle schools	1/employee plus 1 per classroom, or 1/3 seats in assembly area, whichever is greater
High schools	1/employee plus 1/3 students in 11th and 12th grades; or 1/3 seats in main auditorium
Colleges	1 space/employee + 1 space/2 students; or 1/3 seats in largest assembly area
Schools, Private and Special/Studio	1 space/employee + 1 space/2 students; or 1/3 seats in largest assembly area
Stadiums/Arenas	Special review of parking required
Theaters and Auditoriums	0.3/seat ¹⁰
Utility, Transportation, and Communication Use Listings	
Airport	Parking Study Required
Broadcasting and Recording Studios	3.2/1,000 sf
Heliports	1/landing pad
Park and Ride Facility	N/A
Parking Facility	N/A
Telecommunication Facility	0.5/1 employee
Utility Facilities and Infrastructure	0.5/1 employee

Land Use Category	Vehicle Parking Spaces
Retail, Service, and Office Uses	
Adult Day Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Alcoholic Beverage Sales	3.6/1,000 sf
Ambulance Service	3.2/1,000 sf
Animal Sales and Grooming	3.6/1,000 sf
Art, Antique, Collectable	3.6/1,000 sf
Artisan Shops	3.6/1,000 sf
Banks and Financial Services	3/1,000 sf
Bars and Nightclubs	1 per 3 fixed seats, or 1/50 sf of net floor area of assembly space
Bed and Breakfast Inns	1/room
Building Materials Stores and Yards	1/1,000 sf
Business Support Services	3.2/1,000 sf
Call Centers	5/1,000 sf
Child Day Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Convenience Stores	3.6/1,000 sf
Drive-In and Drive-Through Sales and Service (not including restaurants)	1 space/2 employees during period of greatest employment
Equipment Sales and Rental ⁸	1/250 sf interior sales area, plus 1/1,000 sf exterior display area
Furniture, Furnishings, and Appliance Stores	1/1,000 sf
Garden Center/Plant Nursery	1/300 sf retail sales area, plus 1/1,000 sf exterior display area
Grocery Stores/Supermarket	3.5/1,000 sf
Home Improvement Supplies	2/1,000 sf
Hotels and Motels	1/room
Kennels, Commercial	3.2/1,000 sf
Maintenance and Repair, Small Equipment	3.2/1,000 sf
Medical Services, General	3.9/1,000 sf
Medical Services, Extended Care	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Medical Services, Hospitals ⁹	2/bed or 2/1,000 sf
Mortuaries and Funeral Homes ⁵	1/3 seats
Neighborhood Market	3/1,000 sf

Land Use Category	Vehicle Parking Spaces
Offices, Business and Professional ¹²	3/1,000 sf
Offices, Accessory	3/1,000 sf
Personal Services	3.2/1,000 sf
Residential Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Restaurants	1/3 seats
Retail, Accessory	3.6/1,000 sf
Retail, General	3.6/1,000 sf
Retail, Warehouse Club	3.6/1,000 sf
Veterinary Facility	3.2/1,000 sf
Regional Shopping Center	5.5/1,000 sf
Tasting Room ¹³	1 space/300 sf
Vehicle Uses	
Vehicle Dismantling	3 spaces, plus 1 space/employee
Vehicle Sales and Rental	2.5/1,000 sf, plus 1 space per rental vehicle
Vehicle Sales, Wholesale	1/1,000 sf, minimum 2 spaces
Vehicle Storage	1/2,000 sf, plus 1 space/company-operated vehicle
Vehicle Parts Sales	3.6/1,000 sf
Car Washing and Detailing	3 spaces minimum + 2 per bay
Service Stations	3 spaces minimum + 2 per bay
Vehicle Services	2 per service bay
Industrial, Manufacturing, and Processing Uses	
Agricultural Products Processing	1.6/1,000 sf, plus 1 space/company-operated vehicle
Manufacturing ¹⁴	1/1,000 sf, plus 1 space/company-operated vehicle
Office (as accessory to a use in this category)	2.7/1,000 sf
Printing and Publishing	1/1,000 sf, plus 1 space/company-operated vehicle
Recycling Facility, Processing	1/200 sf office space, plus 1 space/employee
Recycling Facility, Scrap and Dismantling Facility	1/1,000 sf, plus 1 space/company-operated vehicle
Research and Development	2.5/1,000 sf
Storage, Personal Storage Facility ¹⁵	1/2,000 sf, plus 1 space/company-operated vehicle
Storage, Warehouse	0.5/1,000 sf, plus 1 space/company-operated vehicle
Wholesaling and Distribution	0.5/1,000 sf, plus 1 space/company-operated vehicle
Special Regulated Uses	

Land Use Category	Vehicle Parking Spaces
Card Rooms	1/2 seats in play area
Check Cashing Businesses	3.6/1,000 sf
Massage Parlor	3.2/1,000 sf
Pawnshops	3.6/1,000 sf
Recycling Facility, Collection Facility	3.2/1,000 sf
Sexually Oriented Businesses	1/3 fixed seats or 4/1,000 sf, whichever is greater
Smoke Shops	3.6/1,000 sf
Tattoo Parlors	3.6/1,000 sf
Thrift Store	3.6/1,000 sf

Notes:

1. See RCMC 23.719.130.
2. Parking may be reduced to one space per unit for residential units for low or moderate income subsidized homeownership units.
3. Additional parking for home occupations is not required to be covered or enclosed and may occur within the front or street-side yard setback on a driveway or other paved surface.
4. On-street parking space adjacent to park property may be credited toward parking requirement.
5. Applies to seating in main or largest assembly area only.
6. Clubhouse calculated as retail and provided in addition to required spaces for golf courses. Additional parking not required for accessory uses (e.g., driving ranges, putting greens, maintenance shops, equipment storage).
7. Parking based on area of active recreation only.
8. Indoor and outdoor merchandise display areas.
9. Calculate associated medical office facilities as medical services, general.
10. If fixed seating is not used, then parking shall be provided at a ratio of one space/30 square feet of floor area in the assembly hall(s).
11. Parking requirements shall be in compliance with Government Code Section 65852.2. No additional parking shall be required for an accessory dwelling unit if: the unit is located within one-half mile of public transit, the unit is located within an architecturally and historically significant district; the unit is part of the existing primary residence or an existing accessory structure; or there is a car share vehicle located within one block of the unit.
12. Office, business and professional shall be allowed up to 200 percent of minimum required parking by right with no additional approvals.
13. Required parking spaces for adjacent uses can be counted towards the required parking for a tasting room as long as the hours of operations for the use do not overlap with the tasting room hours.
14. Manufacturing shall be allowed up to 300 percent of minimum required parking by right with no additional approvals.
15. Personal storage facilities with internally accessed storage units (units not directly accessed from internal drive aisles) shall provide loading zones at each building with number of loading spaces determined during project review. [Ord. 1-2022 § 3 (Exh. A); Ord. 3-2019 § 5 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.080). Formerly 23.719.080].

CHAPTER 23.734 ACCESSORY STRUCTURES.**Table 23.734-1: Development Standards for Accessory Structures**

Accessory Use	Type	Interior Property Line	Rear Property Line	Zoning Certification
General Accessory Structure	Square footage less than 120 and less than 8 feet in height overall	3 feet The structure shall not be placed closer to the front lot line than the farthest back front wall of the principal building.	3 feet	No
	Square footage 120 and more and/or more than 8 feet in height overall	For structures 8 feet in height, the minimum setback from the rear and side property lines is 5 feet. Up to every ½ foot increase in height over 8 feet, the setback shall increase by another ½ foot. (For example: 8 feet tall= 5-foot setback; 8.5 feet tall=5.5-foot setback; 8.75 feet tall = 6-foot setback...)	. For structures 8 feet in height, the minimum setback from the rear and side property lines is 5 feet. Up to every ½ foot increase in height over 8 feet, the setback shall increase by another ½ foot. (For example: 8 feet tall= 5-foot setback; 8.5 feet tall=5.5-foot setback; 8.75 feet tall = 6-foot setback...)	Yes
Swimming Pools, Spas, and Pool Equipment (Setbacks shall be from the right-of-way or property line to the water line or pool equipment)		3 feet	3 feet	Yes
Landscape Features	Square footage less than 120 and less than 8 feet in height	3 feet	3 feet	No
Pad, Less Than 8 Inches Tall		None	None	No
Pad, Driveway		5 feet from the property line	None	No

CHAPTER 23.743.050 PROHIBITED SIGNS

The signs listed in this section are inconsistent with the purposes and standards of this chapter as described below and as such are prohibited in all zoning districts, unless specifically authorized by another provision of this chapter:

- A. Moving or rotating signs, except barber poles at barbershops.
- B. Signs with flashing, moving, or animated illumination (e.g., flashing signs), except barber poles at barbershops and electronic readerboards. Sign content must remain static and not change message or appearance and may only change message or appearance after a minimum period of 60 minutes.
- C. Any sign displaying any obscene matter.
- D. Signs located within the clear vision triangle as defined by Improvement Standard 4-18, Visibility Restrictions at Driveways and Intersections, and any future updates thereto.
- E. Signs which imitate or resemble official traffic warning devices or signs, that by color, location, content, or lighting may confuse or disorient vehicular or pedestrian traffic, excluding on-site directional signs as specified in RCMC 23.743.040 (Sign exemptions).
- F. Portable signs (e.g., A-frame sign), except for real estate signs as provided in RCMC 23.743.085 (Real estate sign standards) or as permitted as a temporary sign with a temporary use permit as provided in RCMC 23.743.070 (Allowed temporary on-site sign standards).
- G. Temporary signs, except when a valid temporary use permit has been issued or as otherwise exempted in RCMC 23.743.030 (Permit requirements for signs).
- H. Inflatable or lighter-than-air devices (e.g., balloon sign) of any kind when attached or secured from the ground or to any object on the ground, except for residential real estate as part of zoning certification and under the standards of RCMC 23.743.085 (Real estate sign standards) or except when a valid temporary use permit has been issued as provided for in RCMC 23.743.070 (Allowed temporary on-site sign standards).
- I. Portable readerboard advertising devices which are readerboard signs affixed with wheels so as to make them moveable signs.
- J. Signs projecting over roofs and roof signs, except where specifically provided for under the provisions of signs attached to buildings.
- K. Signs projecting from buildings, except where provided for in a special sign district ordinance or otherwise specifically provided for.
- L. Banners, except when allowed through a temporary use permit or a grand opening event as described in RCMC 23.743.070 (Allowed temporary on-site sign standards).
- M. Pennant flags and string pennant flags.
- N. Wind signs.
- O. Vehicle signs (large) as defined in this chapter.
- P. Video display signs, except as provided for in RCMC 23.743.065 (Standards for electronic message signs).
- Q. Reserved.
- R. Digital freeway signs, except as provided for in RCMC 23.743.150 (Digital freeway signs overlay).
- S. Electronic message and graphic display signs, except as provided for in RCMC 23.743.065 (Standards for electronic message signs).

T. Signs with fluctuating illumination, including any changes in light intensity or use of intermittent, strobe, or moving light that does not fall under the definition of another sign type (e.g., video display sign), unless approved under RCMC 23.743.065.

U. Any other advertising device attached to a building, fence, pole, or vehicle on display not specifically mentioned, unless otherwise provided for in this code.

V. Any sign in the public right-of-way unless otherwise permitted in this code or by the public works director (e.g., encroachment permit).

W. Signs on portions of a structure exempted from the height requirements as described in RCMC 23.701.040 (Height exceptions) when said features exceed the height limit of the underlying zone.

X. Pylon signs.

Y. Pole signs except for signs as described RCMC 23.743.040.A.2.g (on-site directional signs) and 23.743.040.A.2.i (menu/order board signs). [Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2014 § 3 (Exh. C); Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.050)].

CHAPTER 23.743.060 ALLOWED PERMANENT ON-SITE SIGN STANDARDS.

Table 23.743-1: Allowed Permanent On-Site Sign Standards

Sign Type		Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Home Occupations							
Building-Attached Sign	All types	1 per home occupation	4 sf	Not extending above the roofline of the building	No		
Agricultural Uses							
Freestanding Sign	Monument only	1 per establishment	Parcels < 5 ac, 16 sf; Parcels > 5 ac, 24 sf	6 ft	No	10 ft	
Permanent Subdivision Identification Signs							
Freestanding Sign	Monument or on fence/wall, not in ROW	1 per entrance	24 sf	6 ft	Yes	10 ft	
	Monument, w/in ROW	1 per entrance	24 sf	6 ft	No	¹	
Multifamily Dwellings and Complexes							

Sign Type		Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Building-Attached Signs	All types	1 per entrance	24 sf	Not extending above the roofline of the building	Yes		
Freestanding Sign	Monument only	1 per entrance	24 sf	6 ft	Yes	10 ft	
Commercial Uses							
Building-Attached Signs	All types	No maximum	< 50 ft from ROW: 2:1; ≥ 50 ft from ROW: 3:1	Not extending above the roofline of the building	Yes		
Freestanding Signs for Individual Buildings Not Part of an Integrated Development	Monument only	1 per project entrance	50 sf	10 ft	Yes	10 ft	
Freestanding Signs for Integrated Developments	Monument only	1 per project entrance	150 sf/sign	10 ft	Yes	10 ft	
Office Uses							
Building-Attached Signs	All types	1 per establishment per building frontage	1:1	Not extending above the roofline of the building	Yes		
Freestanding Signs for Individual Buildings Not Part of an Integrated Development	Monument only	1 per project entrance	25 sf	10 ft	Yes	10 ft	
Freestanding Signs for Integrated Developments	Monument only	1 per project entrance	50 sf/sign	10 ft	Yes	10 ft	
Industrial Uses							

Sign Type		Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Building-Attached Signs	All types	No maximum	< 50 ft from ROW: 2:1; ≥ 50 ft from ROW: 3:1	Not extending above the roofline of the building	Yes		
Freestanding Signs for Individual Buildings Not Part of an Integrated Development	Monument only	1 per parcel	40 sf	10 ft	Yes	10 ft	
Freestanding Signs for Integrated Developments	Monument only	1 per project entrance	40 sf/sign	10 ft	Yes	10 ft	
Automotive Service Stations²							
Building-Attached Signs	All types	No maximum	125 sf all signs	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	2	36 sf for freestanding signs. 52 sf including pricing signs	10 ft	Yes	10 ft	
Institutional and Public/Quasi-Public Uses							
Building-Attached Signs	All types	1	24 sf	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	1 per main entrance	24 sf	6 ft	Yes	10 ft	
Public Assembly Uses							
Building-Attached Signs	All Types	1	36 sf total	Not extending above the roofline of the	Yes		

Sign Type		Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
				building			
Freestanding Sign	Monument only	1	24 sf for freestanding sign	6 ft	Yes	10 ft	

Notes:

1. Within median island, sign must be set back three feet from sides and 12 feet from ends.
2. Excludes the gas pricing component of the subject sign, which is regulated by state law.
3. Maximum total sign area may be exceeded with the approval of a unified sign program. Signage may also be permitted to exceed the total signage allowance based on primary site or building frontage by 25 percent with the approval of a unified sign program.

[Ord. 4-2017 § 3 (Exh. B); Ord. 12-2014 § 3 (Exh. C); Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.060)].

CHAPTER 23.1104.040 LAND USE DEFINITIONS.

“Community centers/civic uses” means multipurpose meeting facilities, recreational facilities, and ballrooms typically consisting of one or more meeting or multipurpose rooms, kitchens and/or outdoor barbecue facilities that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

Rancho Cordova

Municipal Code Amendments

Track Changes

Note to Reader: Only those sections and/or subsections listed within this document are being amended. Unless otherwise indicated, all sections and subsections prior to and after the amended section and/or subsection shall remain, unchanged.

CHAPTER 23.325.020 CONVENTION (CO) OVERLAY ZONING DISTRICT.

Table 23.325-1: Allowed Use Provisions in the Convention Overlay Zoning District

Land Use Category	Convention Overlay Zoning District	Special Use Regulations
Residential Uses		
Dwelling, Multifamily	P ¹	
Home Occupations	C	RCMC 23.901.030
Live-Work Facility	C	RCMC 23.901.040
Recreation, Education, and Public Assembly Uses		
Clubs, Lodges, and Private Meeting Halls	P	
Community Centers/Civic Uses	P	
Convention Center	P	
Indoor Amusement/Entertainment Facility	P	
Indoor Fitness and Sports Facility	AUP	
Libraries and Museums	P	
Outdoor Commercial Recreation	AUP	
Parks and Public Plazas	P	
Public Safety Facility	P	
Religious Institutions	C	
Schools, Private and Special/Studios ³	P	
Schools, Public ³	P	
Theaters and Auditoriums	P	
Utility, Transportation, and Communication Use Listings		
Broadcasting and Recording Studios	P	
Heliports	C	
Park and Ride Facility	P	
Telecommunication Facility	C	RCMC 23.907.020
Transit Stations and Terminals	C	
Utility Facilities and Infrastructure	C	RCMC 23.907.030

Land Use Category	Convention Overlay Zoning District	Special Use Regulations
Retail, Service, and Office Uses		
Alcoholic Beverage Sales (off-premises consumption) ²	C	
Art, Antique, Collectable	P	
Artisan Shop	P	
Banks and Financial Services	P	
Bars and Nightclubs	C	
Brew Pub ²	P	
Business Support Services	P	
Child Day Care Facility	C	
Commercial Marijuana Uses	N	
Convenience Store	P	
Drive-In and Drive-Through Sales and Service	C	RCMC 23.910.030
Home Improvement Supplies	AUP	
Hotels and Motels	P	
Hotels and Motels, Extended Stay	C	
Medical Services, General	P	
Medical Services, Extended Care	P	
Medical Services, Hospitals	P	
Neighborhood Market/Grocery Stores/Supermarket	P	
Offices, Business and Professional	P	
Offices, Accessory	P	
Personal Services	P	
Restaurants	P	
Retail, Accessory	P	
Retail, General	P	
Tasting Room ²	P	
Veterinary Facility	AUP	
Automobile and Vehicle Uses		
Auto and Vehicle Sales and Rental	AUP	
Car Washing and Detailing	C	RMC 23.913.050
Service Stations	C	
Vehicle Services, Minor	AUP	

Land Use Category	Convention Overlay Zoning District	Special Use Regulations
Industrial, Manufacturing, and Processing Uses		
Brewery, Winery, Distillery ²	P	
Manufacturing – Small Scale	AUP	
Printing and Publishing	AUP	
Research and Development	AUP	
Warehousing	AUP	

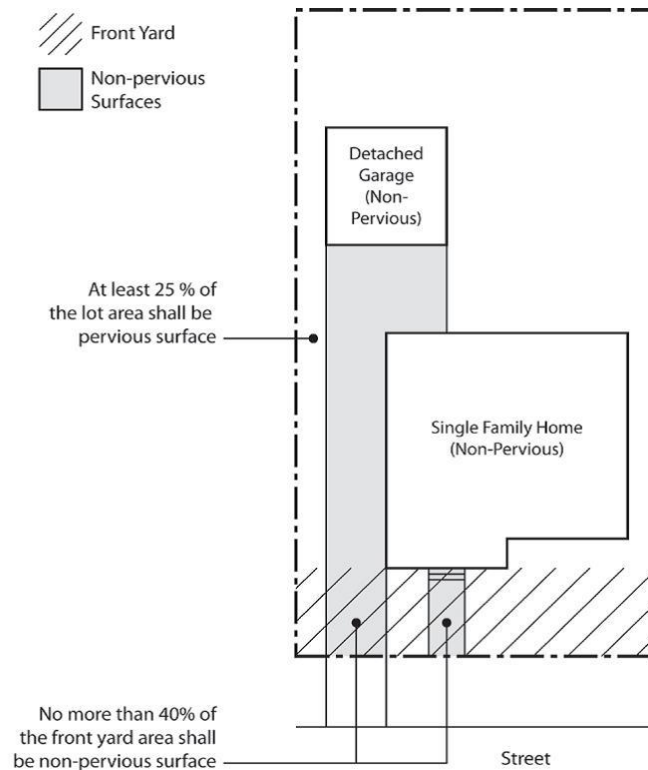
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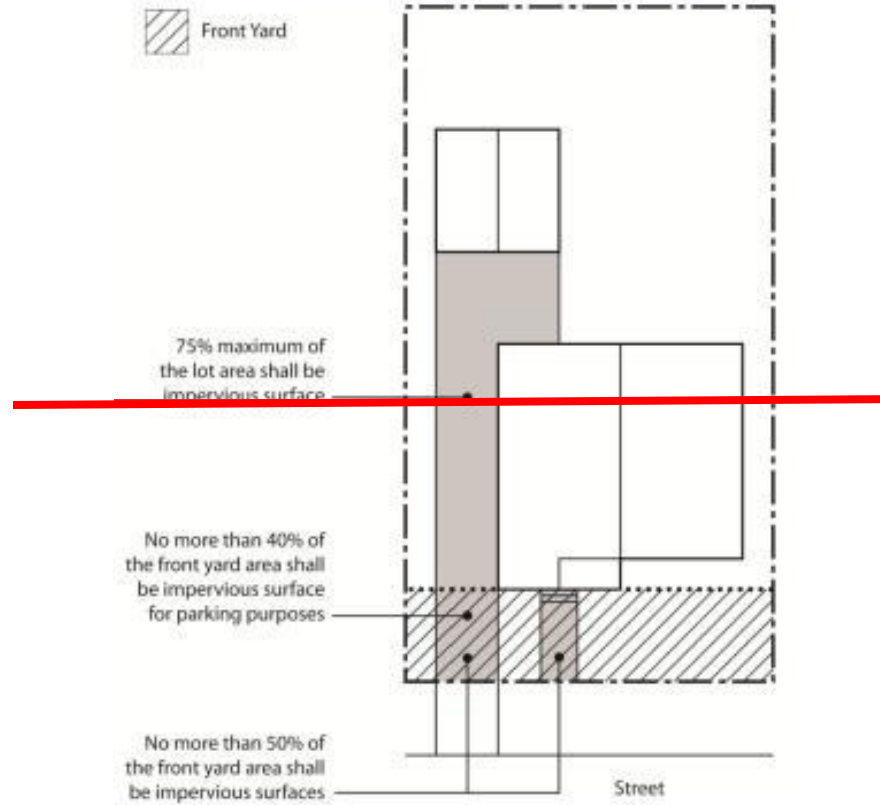
1. For mixed-use zones, the use is permitted in conjunction with the predominant use of the underlying base zoning district. In other words, this use is only allowed as part of an integrated development.
2. Off-premises sale of alcohol is an allowed use where such sales are incidental to an allowed use that provides on-site alcohol consumption (restaurant, brew pub, tasting room, etc.).
3. Dormitories on any parcel that is part of a contiguous campus are permitted as an accessory use to the public or private school.

CHAPTER 23.716 LANDSCAPING**23.716.060 Special landscape provisions.**

A. Residential Landscape. For single-family and two-family residential zoning districts, at least 25 percent of the lot area shall be pervious surface. Additionally, no more than 40 percent of the front yard area shall be nonpervious surface (e.g. sidewalks, driveway or parking). Driveway pavement shall be five feet from the side property line in order to provide an area of landscaping between adjacent lots. This setback requirement excludes pedestrian walkways from the driveway to the side yard area. Deviations from these standards may be allowed through site plan and architecture review for small-lot single-family developments at the time of master home plan review where these standards cannot be attained due to design. Remaining unpaved portion shall be landscaped, irrigated, and maintained. See Figure 23.716-2 (Nonpervious Surface Limits in Single-Family and Two-Family Residential Zones). Landscaped (pervious) areas shall include a combination of well-maintained ground cover, shrubs, hedges, trees and other pervious landscape materials.

Figure 23.716-2: Nonpervious Surface Limits in Single-Family and Two-Family Residential Zones





CHAPTER 23.719.070 VEHICLE PARKING REQUIREMENTS.**Table 23.719-1: Required Minimum Vehicle Ratios**

Land Use Category	Vehicle Parking Spaces
Residential Uses	
Adult Day Care Home	None beyond single-family
Caretaker Housing	1/bedroom
Dwelling, Multifamily	
Studio and one-bedroom units	1/unit
Two- and three-bedroom units	2/unit
Four- or more bedroom units	2/unit
+ Guest parking	0.2/unit
Accessory Dwelling Unit ¹¹	1/unit
Junior Accessory Dwelling Unit	No minimum
Dwelling, Single-Family ^{1,2}	2/unit
Dwelling, Two-Family ^{1,2}	2/unit
Family Day Care Home, Large	1 additional
Family Day Care Home, Small	No minimum
Dormitories	1 space/3 occupants
Group Residential	None beyond single-family
Guest House	0 additional
Home Occupations ³	1 additional
Live-Work Facility	2/unit (plus 0.25/unit for guests)
Manufactured Home	2/unit
Mobile Home	2/unit
Mobile Home Park	2/unit
Residential Care Home	1 space per employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Senior Independent Living Facility	0.5/unit (plus 0.1 per unit for guests)
Agriculture, Resource, and Open Space Uses	
Equestrian Facility	1/4 stables
Recreation, Education, and Public Assembly Uses	
Cemeteries, Mausoleums	1/4 seats ⁵
Clubs, Lodges, and Private Meeting Halls	1/3 seats ⁵

Land Use Category	Vehicle Parking Spaces
Community Centers/Civic Uses	4/1,000 sf
Community Garden	1/5,000 sf lot area ⁴
Correctional Institution	Parking Study Required
Golf Courses ⁶	10/hole
Indoor Amusement/Entertainment Facility	4/1,000 sf
Indoor Fitness and Sports Facility	4/1,000 sf
Libraries and Museums	3/1,000 sf
Outdoor Commercial Recreation	2/1,000 sf ⁷ or 1/4 seats or person capacity, whichever is greater
Parks and Public Plazas (less than 10 acres)	No minimum
Parks (10 acres or larger)	5% of total site area ^{4,7}
Public Safety Facility	4/1,000 sf
Recreational Vehicle Parks	1.5/site
Religious Institutions	0.3/seat
Resource-Related Recreation	1/10,000 sf land area, minimum 4 spaces
Schools, Public	
Preschool facilities and kindergartens	1/employee plus 1 per classroom, or 1/3 seats in assembly area, whichever is greater
Elementary or middle schools	1/employee plus 1 per classroom, or 1/3 seats in assembly area, whichever is greater
High schools	1/employee plus 1/3 students in 11th and 12th grades; or 1/3 seats in main auditorium
Colleges	1 space/employee + 1 space/2 students; or 1/3 seats in largest assembly area
Commercial schools <u>Schools, Private and Special/Studio</u>	1 space/employee + 1 space/2 students; or 1/3 seats in largest assembly area
Stadiums/Arenas	Special review of parking required
Theaters and Auditoriums	0.3/seat ¹⁰
Utility, Transportation, and Communication Use Listings	
Airport	Parking Study Required
Broadcasting and Recording Studios	3.2/1,000 sf
Heliports	1/landing pad
Park and Ride Facility	N/A
Parking Facility	N/A
Telecommunication Facility	0.5/1 employee
Utility Facilities and Infrastructure	0.5/1 employee

Land Use Category	Vehicle Parking Spaces
Retail, Service, and Office Uses	
Adult Day Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Alcoholic Beverage Sales	3.6/1,000 sf
Ambulance Service	3.2/1,000 sf
Animal Sales and Grooming	3.6/1,000 sf
Art, Antique, Collectable	3.6/1,000 sf
Artisan Shops	3.6/1,000 sf
Banks and Financial Services	3/1,000 sf
Bars and Nightclubs	1 per 3 fixed seats, or 1/50 sf of net floor area of assembly space
Bed and Breakfast Inns	1/room
Building Materials Stores and Yards	1/1,000 sf
Business Support Services	3.2/1,000 sf
Call Centers	5/1,000 sf
Child Day Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Convenience Stores	3.6/1,000 sf
Drive-In and Drive-Through Sales and Service (not including restaurants)	1 space/2 employees during period of greatest employment
Equipment Sales and Rental ⁸	1/250 sf interior sales area, plus 1/1,000 sf exterior display area
Furniture, Furnishings, and Appliance Stores	1/1,000 sf
Garden Center/Plant Nursery	1/300 sf retail sales area, plus 1/1,000 sf exterior display area
Grocery Stores/Supermarket	3.5/1,000 sf
Home Improvement Supplies	2/1,000 sf
Hotels and Motels	1/room
Kennels, Commercial	3.2/1,000 sf
Maintenance and Repair, Small Equipment	3.2/1,000 sf
Medical Services, General	3.9/1,000 sf
Medical Services, Extended Care	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Medical Services, Hospitals ⁹	2/bed or 2/1,000 sf
Mortuaries and Funeral Homes ⁵	1/3 seats
Neighborhood Market	3/1,000 sf

Land Use Category	Vehicle Parking Spaces
Offices, Business and Professional ¹²	3/1,000 sf
Offices, Accessory	3/1,000 sf
Personal Services	3.2/1,000 sf
Residential Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Restaurants	1/3 seats
Retail, Accessory	3.6/1,000 sf
Retail, General	3.6/1,000 sf
Retail, Warehouse Club	3.6/1,000 sf
Veterinary Facility	3.2/1,000 sf
Regional Shopping Center	5.5/1,000 sf
Tasting Room ¹³	1 space/300 sf
Vehicle Uses	
Vehicle Dismantling	3 spaces, plus 1 space/employee
Vehicle Sales and Rental	2.5/1,000 sf, plus 1 space per rental vehicle
Vehicle Sales, Wholesale	1/1,000 sf, minimum 2 spaces
Vehicle Storage	1/2,000 sf, plus 1 space/company-operated vehicle
Vehicle Parts Sales	3.6/1,000 sf
Car Washing and Detailing	3 spaces minimum + 2 per bay
Service Stations	3 spaces minimum + 2 per bay
Vehicle Services	2 per service bay
Industrial, Manufacturing, and Processing Uses	
Agricultural Products Processing	1.6/1,000 sf, plus 1 space/company-operated vehicle
Manufacturing ¹⁴	1/1,000 sf, plus 1 space/company-operated vehicle
Office (as accessory to a use in this category)	2.7/1,000 sf
Printing and Publishing	1/1,000 sf, plus 1 space/company-operated vehicle
Recycling Facility, Processing	1/200 sf office space, plus 1 space/employee
Recycling Facility, Scrap and Dismantling Facility	1/1,000 sf, plus 1 space/company-operated vehicle
Research and Development	2.5/1,000 sf
Storage, Personal Storage Facility ¹⁵	1/2,000 sf, plus 1 space/company-operated vehicle
Storage, Warehouse	0.5/1,000 sf, plus 1 space/company-operated vehicle
Wholesaling and Distribution	0.5/1,000 sf, plus 1 space/company-operated vehicle
Special Regulated Uses	

Land Use Category	Vehicle Parking Spaces
Card Rooms	1/2 seats in play area
Check Cashing Businesses	3.6/1,000 sf
Massage Parlor	3.2/1,000 sf
Pawnshops	3.6/1,000 sf
Recycling Facility, Collection Facility	3.2/1,000 sf
Sexually Oriented Businesses	1/3 fixed seats or 4/1,000 sf, whichever is greater
Smoke Shops	3.6/1,000 sf
Tattoo Parlors	3.6/1,000 sf
Thrift Store	3.6/1,000 sf

Notes:

1. See RCMC 23.719.130.
2. Parking may be reduced to one space per unit for residential units for low or moderate income subsidized homeownership units.
3. Additional parking for home occupations is not required to be covered or enclosed and may occur within the front or street-side yard setback on a driveway or other paved surface.
4. On-street parking space adjacent to park property may be credited toward parking requirement.
5. Applies to seating in main or largest assembly area only.
6. Clubhouse calculated as retail and provided in addition to required spaces for golf courses. Additional parking not required for accessory uses (e.g., driving ranges, putting greens, maintenance shops, equipment storage).
7. Parking based on area of active recreation only.
8. Indoor and outdoor merchandise display areas.
9. Calculate associated medical office facilities as medical services, general.
10. If fixed seating is not used, then parking shall be provided at a ratio of one space/30 square feet of floor area in the assembly hall(s).
11. Parking requirements shall be in compliance with Government Code Section 65852.2. No additional parking shall be required for an accessory dwelling unit if: the unit is located within one-half mile of public transit, the unit is located within an architecturally and historically significant district; the unit is part of the existing primary residence or an existing accessory structure; or there is a car share vehicle located within one block of the unit.
12. Office, business and professional shall be allowed up to 200 percent of minimum required parking by right with no additional approvals.
13. Required parking spaces for adjacent uses can be counted towards the required parking for a tasting room as long as the hours of operations for the use do not overlap with the tasting room hours.
14. Manufacturing shall be allowed up to 300 percent of minimum required parking by right with no additional approvals.
15. Personal storage facilities with internally accessed storage units (units not directly accessed from internal drive aisles) shall provide loading zones at each building with number of loading spaces determined during project review. [Ord. 1-2022 § 3 (Exh. A); Ord. 3-2019 § 5 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.080). Formerly 23.719.080].

CHAPTER 23.734 ACCESSORY STRUCTURES.**Table 23.734-1: Development Standards for Accessory Structures**

Accessory Use	Type	Interior Property Line	Rear Property Line	Zoning Certification
General Accessory Structure	Square footage less than 120 and less than 8 feet in height overall	3 feet The structure shall not be placed closer to the front lot line than the farthest back front wall of the principal building.	3 feet	No
	Square footage 120 and more and/or more than 8 feet in height overall	For structures 8 feet in height, the minimum setback is 5 feet. The structure's setback shall be plus 1 foot per every foot above 8 feet in height. The structure shall not be placed closer to the front lot line than the farthest back front wall of the principal building. For structures 8 feet in height, the minimum setback from the rear and side property lines is 5 feet. Up to every ½ foot increase in height over 8 feet, the setback shall increase by another ½ foot. (For example: 8 feet tall= 5-foot setback; 8.5 feet tall=5.5-foot setback; 8.75 feet tall = 6-foot setback...)	For structures 8 feet in height, the minimum setback is 5 feet. The structure's setback shall be plus 1 foot per every foot above 8 feet in height. For structures 8 feet in height, the minimum setback from the rear and side property lines is 5 feet. Up to every ½ foot increase in height over 8 feet, the setback shall increase by another ½ foot. (For example: 8 feet tall= 5-foot setback; 8.5 feet tall=5.5-foot setback; 8.75 feet tall = 6-foot setback...)	Yes
Swimming Pools, Spas, and Pool Equipment (Setbacks shall be from the right-of-way or property line to the water line or pool equipment)		3 feet	3 feet	Yes
Landscape Features	Square footage less than 120 and less than 8 feet in height	3 feet	3 feet	No
Pad, Less Than 8 Inches Tall		None	None	No
Pad, Driveway		5 feet from the property line	None	No

CHAPTER 23.743.050 PROHIBITED SIGNS

The signs listed in this section are inconsistent with the purposes and standards of this chapter as described below and as such are prohibited in all zoning districts, unless specifically authorized by another provision of this chapter:

- A. Moving or rotating signs, except barber poles at barbershops.
- B. Signs with flashing, moving, or animated illumination (e.g., flashing signs), except barber poles at barbershops and electronic readerboards. Sign content must remain static and not change message or appearance and may only change message or appearance after a minimum period of 60 minutes.
- C. Any sign displaying any obscene matter.
- D. Signs located within the clear vision triangle as defined by Improvement Standard 4-18, Visibility Restrictions at Driveways and Intersections, and any future updates thereto.
- E. Signs which imitate or resemble official traffic warning devices or signs, that by color, location, content, or lighting may confuse or disorient vehicular or pedestrian traffic, excluding on-site directional signs as specified in RCMC 23.743.040 (Sign exemptions).
- F. Portable signs (e.g., A-frame sign), except for real estate signs as provided in RCMC 23.743.085 (Real estate sign standards) or as permitted as a temporary sign with a temporary use permit as provided in RCMC 23.743.070 (Allowed temporary on-site sign standards).
- G. Temporary signs, except when a valid temporary use permit has been issued or as otherwise exempted in RCMC 23.743.030 (Permit requirements for signs).
- H. Inflatable or lighter-than-air devices (e.g., balloon sign) of any kind when attached or secured from the ground or to any object on the ground, except for residential real estate as part of zoning certification and under the standards of RCMC 23.743.085 (Real estate sign standards) or except when a valid temporary use permit has been issued as provided for in RCMC 23.743.070 (Allowed temporary on-site sign standards).
- I. Portable readerboard advertising devices which are readerboard signs affixed with wheels so as to make them moveable signs.
- J. Signs projecting over roofs and roof signs, except where specifically provided for under the provisions of signs attached to buildings.
- K. Signs projecting from buildings, except where provided for in a special sign district ordinance or otherwise specifically provided for.
- L. Banners, except when allowed through a temporary use permit or a grand opening event as described in RCMC 23.743.070 (Allowed temporary on-site sign standards).
- M. Pennant flags and string pennant flags.
- N. Wind signs.
- O. Vehicle signs (large) as defined in this chapter.
- P. Video display signs, except as provided for in RCMC 23.743.065 (Standards for electronic message signs).
- Q. Reserved.
- R. Digital freeway signs, except as provided for in RCMC 23.743.150 (Digital freeway signs overlay).
- S. Electronic message and graphic display signs, except as provided for in RCMC 23.743.065 (Standards for electronic message signs).

T. Signs with fluctuating illumination, including any changes in light intensity or use of intermittent, strobe, or moving light that does not fall under the definition of another sign type (e.g., video display sign), unless approved under RCMC 23.743.065.

U. Any other advertising device attached to a building, fence, pole, or vehicle on display not specifically mentioned, unless otherwise provided for in this code.

V. Any sign in the public right-of-way unless otherwise permitted in this code or by the public works director (e.g., encroachment permit).

W. Signs on portions of a structure exempted from the height requirements as described in RCMC 23.701.040 (Height exceptions) when said features exceed the height limit of the underlying zone.

X. Pylon signs.

Y. Pole signs except for signs as described RCMC 23.743.040.A.2.g (on-site directional signs) and 23.743.040.A.2.i (menu/order board signs). [Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2014 § 3 (Exh. C); Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.050)].

CHAPTER 23.743.060 ALLOWED PERMANENT ON-SITE SIGN STANDARDS.

Table 23.743-1: Allowed Permanent On-Site Sign Standards

Sign Type		Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Home Occupations							
Building-Attached Sign	All types	1 per /home occupation	4 sf	Not extending above the roofline of the building	No		
Agricultural Uses							
Freestanding Sign	Monument only	1 per /establishment	Parcels < 5 ac, 16 sf; Parcels > 5 ac, 24 sf	6 ft	No	10 ft	
Permanent Subdivision Identification Signs							
Freestanding Sign	Monument or on fence/wall, not in ROW	1 per /entrance	24 sf	6 ft	Yes	10 ft	
	Monument, w/in ROW	1 per /entrance	24 sf	6 ft	No	¹	
Multifamily Dwellings and Complexes							

Sign Type		Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Building-Attached Signs	All types	1 per /entrance	24 sf	Not extending above the roofline of the building	Yes		
Freestanding Sign	Monument only	1 per /entrance	24 sf	6 ft	Yes	10 ft	
Commercial Uses							
Building-Attached Signs	All types	No maximum	< 50 ft from ROW: 2:1; ≥ 50 ft from ROW: 3:1	Not extending above the roofline of the building	Yes		
Freestanding Signs for Individual Buildings Not Part of an Integrated Development	Monument only	1 per /project entrance	50 sf	10 ft	Yes	10 ft	
Freestanding Signs for Integrated Developments	Monument only	1 per /project entrance	150 sf/sign	10 ft	Yes	10 ft	
Office Uses							
Building-Attached Signs	All types	1 per /establishment per /building frontage	1:1	Not extending above the roofline of the building	Yes		
Freestanding Signs for Individual Buildings Not Part of an Integrated Development	Monument only	1 per /project entrance	25 sf	10 ft	Yes	10 ft	
Freestanding Signs for Integrated Developments	Monument only	1 per /project entrance	50 sf/sign	10 ft	Yes	10 ft	
Industrial Uses							

Sign Type		Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
Building-Attached Signs	All types	No maximum	< 50 ft from ROW: 2:1; ≥ 50 ft from ROW: 3:1	Not extending above the roofline of the building	Yes		
Freestanding Signs for Individual Buildings Not Part of an Integrated Development	Monument only	1 <u>per</u> /parcel	40 sf	10 ft	Yes	10 ft	
Freestanding Signs for Integrated Developments	Monument only	1 <u>per</u> /project entrance	40 sf/sign	10 ft	Yes	10 ft	
Automotive Service Stations²							
Building-Attached Signs	All types	No maximum	125 sf all signs	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	2	36 sf for freestanding signs. 52 sf including pricing signs	10 ft	Yes	10 ft	
Institutional and Public/Quasi-Public Uses							
Building-Attached Signs	All types	1	24 sf	Not extending above the roofline of the building	Yes		
Freestanding Signs	Monument only	1 <u>per</u> /main entrance	24 sf	6 ft	Yes	10 ft	
Public Assembly Uses							
Building-Attached Signs	All Types	1	36 sf total	Not extending above the roofline of the	Yes		

Sign Type		Maximum Number Permitted	Maximum Area ³	Maximum Height	Illumination Allowed	Minimum Setback from ROW	Other Standards
				building			
Freestanding Sign	Monument only	1	24 sf for freestanding sign	6 ft	Yes	10 ft	

Notes:

1. Within median island, sign must be set back three feet from sides and 12 feet from ends.
2. Excludes the gas pricing component of the subject sign, which is regulated by state law.
3. Maximum total sign area may be exceeded with the approval of a unified sign program. Signage may also be permitted to exceed the total signage allowance based on primary site or building frontage by 25 percent with the approval of a unified sign program.

[Ord. 4-2017 § 3 (Exh. B); Ord. 12-2014 § 3 (Exh. C); Ord. 16-2012 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.15.060)].

CHAPTER 23.1104.040 LAND USE DEFINITIONS.

“Community centers/civic uses” means multipurpose meeting ~~facilities, and~~ recreational facilities, ~~and ballrooms~~ typically consisting of one or more meeting or multipurpose rooms, kitchens and/or outdoor barbecue facilities that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

MEMORANDUM



ITEM 18.1.

DATE: December 4, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Steve Harriman, Public Works Division Manager
SUBJECT: **DISCUSSION REGARDING RESIDENTIAL SOLID WASTE
COLLECTION AND STREET SWEEPING SERVICES CONTRACT
WITH ATLAS DISPOSAL INDUSTRIES FOR THE CONTRACT TERM
BEGINNING JANUARY 1, 2025, THROUGH DECEMBER 31, 2034**

RECOMMENDATION

Award the residential solid waste collection and street sweeping contract to Atlas Disposal Industries LLC (Atlas) for the contract term beginning January 1, 2025, through December 31, 2034, and direct staff to finalize a contract for City Council approval at a subsequent date.

RESULT OF RECOMMENDED ACTION

Directs staff to finalize a contract with Atlas for approval by the City Council and execution by the City Manager for residential solid waste and street sweeping services beginning January 1, 2025, through December 31, 2034.

BACKGROUND

The Sacramento County Department of Waste Management was providing residential waste collection services in Rancho Cordova at the time of City incorporation on July 1, 2003. In the fall of 2003, the cities of Rancho Cordova and Citrus Heights released a joint Request for Proposals (RFP) document for residential waste collection services. On July 19, 2004, the City Council approved the selection of BFI Waste Services of Sacramento (later changed to Republic Services) to provide residential waste collection and recycling services in Rancho Cordova. The term of the original contract was February 1, 2005, through December 31, 2012. On September 1, 2011, the City Council approved a second contract with Republic for residential waste collection services through December 31, 2017. On June 19, 2017, the City Council approved a third contract with Republic Services for residential waste collection and street sweeping services through December 31, 2024. The second contract approved in 2011 and third contract approved in 2017 were the result of sole-source negotiations with Republic. On January 17, 2023, the City Council directed staff to administer a competitive procurement process in order to allow other waste companies to compete for the new residential waste collection and street sweeping services contract beginning January 1, 2025.

The following is a summary of the proposed programs and services included in the new contract beginning January 1, 2025:

- Waste collection services for single-family homes, duplexes, triplexes and fourplexes.
- Wheeled carts for curbside collection garbage, recyclable materials and mixed organics.
- Weekly garbage collection with customer choice of 32-gallon, 64-gallon or 96-gallon gray cart options.
- Bundled monthly rates based on the size of the garbage cart that include all other programs and services.
- Weekly mixed organics collection, including yard clippings and food scraps, in a green 96-gallon cart. 32-gallon and 64-gallon carts are available upon request.
- Every other week mixed recyclables collection in a blue 96-gallon cart. 32-gallon and 64-gallon carts are available upon request.
- Three on-call bulky waste collection appointments per year at up to 10 cubic yards each.
- Curbside collection of household batteries, oil and oil filters, sharps and holiday trees.
- Garbage, recyclables, and mixed organic materials collection from City facilities at no cost to the City.
- Garbage, recyclables and mixed organic materials collection, and porta-potty services, at up to ten (10) City-sponsored or supported events per year, at no cost to the City.
- Collection of up to 2,000 cubic yards of illegally dumped materials in the public right of way at no additional cost to the City.
- Garbage and recyclables collection at up to four (4) City sponsored neighborhood clean-up events annually, not to exceed 1,200 cubic yards in total, at no cost to the City.
- Citywide street sweeping services, including 14 sweeps per year on residential streets and 24 sweeps annually on commercial streets.
- Public education and outreach services.
- Customer service and billing services.
- Citywide street sweeping services, including 14 sweeps per year on residential streets and 24 sweeps per year on commercial streets.
- Minimum 40% annual diversion rate.
- Annual rate adjustments on July 1 capped at 5%.

Procurement Process Objective and Goals

The overall objective of the competitive procurement process is to achieve the best combination of services, company qualifications and price for residential waste collection and street sweeping services. The goals of the procurement process as specified in the RFP include, but are not limited to, the following:

- Maintain a high level of residential services for the least reasonable cost to City ratepayers.
- Comply with solid waste legislation, including all applicable laws.
- Comply with all changes in applicable law throughout the contract term.
- Minimize service disruption to residential customers through a smooth transition.
- Utilize technologies, strategies and/or methodologies to increase the sustainability of the City's waste management program, including minimizing total vehicle mileage and greenhouse gas emissions.

RFP Process Summary

City staff and R3 released an RFP for residential solid waste collection and street sweeping services on June 28, 2023. On July 23, 2023, the following companies attended the mandatory pre-proposal conference:

- Atlas Disposal
- FCC
- Green Waste Recovery
- Recology
- Republic Services
- Waste Connections
- Waste Management

Potential proposers submitted comments and questions by the July 28, 2023, deadline and written responses were provided to all companies that attended the pre-proposal meeting. The proposal due date was delayed to September 15, 2023, at the request of the majority of the potential proposers. Two addenda were released to provide responses and clarifications to questions submitted by the potential proposers. On September 15, 2023, the City received formal responses from four of the companies that attended the pre-proposal conference, including Atlas, Green Waste Recovery, Republic Services and Waste Management.

Evaluation Roles and Responsibilities

- a. Evaluation Committee: An evaluation committee was formed with five City staff members with technical support provided by R3 Consulting Group. The role of the committee members was to evaluate proposals received in response to the RFP, conduct interviews with the top-ranked proposers, develop a consensus score of the proposals in accordance with the evaluation criteria published in the RFP document, and provide a recommendation to the City Council for award of the top-ranked proposal.
- b. City Council: The City Council has final authority for selection of the proposal for the new contract beginning January 1, 2025.

Rate Options Included in the RFP

The RFP included the following four rate options in order to allow the City to evaluate the financial impact of various service options to City ratepayers:

- Rate Option 1: Trash disposal at Kiefer landfill, existing carts for trash, recyclables and mixed organics, and three bulky item appointments per year at 10 cubic yards each;
- Rate Option 2: Trash disposal at any landfill of proposer's choosing, existing carts for trash, recyclables and mixed organics, and three bulky item appointments per year at 10 cubic yards each;
- Rate Option 3: New carts for trash, recyclables and mixed organics, trash disposal at any landfill of proposer's choosing, and three bulky item appointments per year at 10 cubic yards each;
- Rate Option 4: Two bulky item appointments per year at 10 cubic yards each, trash disposal at any landfill on proposer's choosing, and existing carts for trash, recyclables and mixed

organics.

Proposal Evaluation Methodology and Criteria

The evaluation of proposals included a 2-step process. The first step was an initial “pass/fail” review to verify compliance with the proposal submittal requirements. The second step was a consensus scoring model whereby each committee member individually reviewed the proposals, and then met several times to discuss the strengths and weaknesses of each proposal. The final score is the result of the evaluation committee coming to consensus on a single combined score. This allowed the entire evaluation team to discuss the proposals and work through any concerns prior to presenting final recommendations to the City Council. The following are the evaluation criteria utilized by the evaluation committee:

- General Qualifications (25 points): management team qualifications, previous experience, references, litigation history, financial strength, exceptions to contract, etc.
- Technical Approach (25 points): Operations, Transition, Customer Service, and Waste Diversion Plans
- Sustainability (25 points): Education and Outreach Plan, fuel type and cumulative mileage to disposal and processing facilities
- Proposed Service Rates and Total 10-Year Revenue (25 points)

Evaluation Committee Recommendation for Contract Award

Based on the review of the proposals, the evaluation committee identified Atlas and Republic as the top two proposers based on criteria that included large differences in proposed rates by Green Waste Recovery and Waste Management. The evaluation committee therefore recommends the City Council consider two options for the new contract, including Atlas (Rate Option 1) and Republic (Rate Option 2). The Atlas (Rate Option 1) proposal includes waste disposal at Kiefer Landfill, use of existing carts with new labels applied to the lids, and three bulky-item appointments per year. The Atlas proposal received a score of 87.37 points and includes the lowest projected total payments by City ratepayers over the ten-year contract term in the amount of \$100,998,840. The Republic (Rate Option 2) proposal includes waste disposal at Forward Landfill in San Joaquin County, use of existing carts with new labels applied to the lids, and three bulky-item appointments per year. The Republic proposal received 80.63 points and includes the second lowest projected total payments by City ratepayers over the ten-year contract term in the amount of \$102,305,641.

The evaluation committee concluded that while Republic has more experience with residential services due to its size and history in Rancho Cordova, Atlas presented a better overall proposal that is consistent with the City's sustainability and customer service goals, including fewer total vehicle miles traveled from Rancho Cordova to waste processing and disposal facilities, higher proposed annual waste diversion rates, a larger annual public education budget, a local customer service call center, and local company owners and decision makers. The evaluation committee therefore recommends awarding the residential waste collection and street sweeping contract beginning January 1, 2025, to Atlas Disposal.

FISCAL IMPACT AND FUNDING SOURCE

The draft franchise agreement includes an 8% franchise fee on collected revenue, which is projected to generate \$800,000 annually in payments to the City. The franchise fee revenue will increase during the contract term due to City growth and annual adjustments to service rates.

The successful proposer will also pay the City \$450,000 annually for road rehabilitation projects and \$100,000 annually to partially fund a city recycling coordinator. Finally, the successful proposer will pay \$150,000 to the City within sixty (60) days of execution of the new agreement to cover the staff, consulting, and legal costs incurred during the competitive procurement process.

ATTACHMENT(S)

1. Solid Waste Presentation



Residential Solid Waste, Recycling and Street Sweeping Procurement Update

December 4, 2023

Introduction

- Republic Services current contract for residential waste collection and street sweeping services expires on December 31, 2024.
- On January 17, 2023, the City Council directed staff to proceed with a competitive procurement process for a new contract beginning January 1, 2025.
- On June 28, 2023, the City released an RFP inviting proposals for a new contract.
- Four proposals were received on September 15, 2023.



Agenda for Tonight

- Receive staff presentation summarizing the RFP process
- Consider the evaluation committee's recommendation to award the residential solid waste collection and street sweeping contract to Atlas Disposal for the 10-year term beginning January 1, 2025
- Receive public comment
- Provide direction to staff to return to the City Council with a resolution authorizing the City Manager to execute the new contract



New Agreement Summary



- 10-year term with possible extensions (1/1/25 – 12/31/34)
- Weekly garbage and mixed organics collection, including food waste
- 32, 64 and 96-gallon trash cans available. “Bundled” customer rates are dependent on the trash can size and include all programs and services
- Biweekly commingled recycling collection
- Curbside collection of oil, filters, sharps and household batteries and holiday trees
- Bulky item collection (3X per year at 10 yards each), with processing of collected materials to recover recyclable and reusable materials
- Garbage, recycling and mixed organics collection at City facilities at no cost to City

New Agreement Summary (continued)^{ATTACHMENT 1}



- Garbage, recycling and porta-potty services at 10 City events per year at no cost to City (4th of July, iFest, etc.)
- Billing, customer service and public education
- Street sweeping (14 sweeps per year on residential streets)
- 40% minimum “diversion” rate with liquidated damages for noncompliance
- 2,000 cubic yards per year of illegal dumping collection at no cost to City
- New compressed natural gas collection vehicles by July 1, 2026 (within 18 months of start of new contract)

New Agreement Summary (continued)^{ATTACHMENT 1}



Estimated annual revenue to City in Year 1 (2025) to cover the City's cost to administer the residential solid waste program:

- \$800,000 franchise fees @ 8% (escalates annually based on revenue)
 - City staff and consultants to administer program, legal, finance, road rehab, public education, etc.
- \$450,000 annual payment for road rehabilitation projects (fixed)
- \$100,000 annual payment to City for consulting services (fixed), or provide a staff person to serve as City Recycling Coordinator
- \$150,000 one-time payment to cover staff and consultant costs incurred during RFP process (one-time)

New Agreement Summary (continued)^{ATTACHMENT 1}

Annual Rate Adjustments:

- Rates will adjust annually on July 1, starting 7/1/2025
- Adjustments tied to Consumer Price Index for All Urban Consumers: Water, Sewer and Trash Collection Services (CUSR0000SEHG) published by the Bureau of Labor Statistics
- Annual adjustments capped at 5%
- If CPI exceeds 5% in any year, the rollover amount will be added to the following year rate adjustment



4 Proposals Received

Proposals were due on September 15th and 4 companies submitted proposals:

- Atlas Disposal
- Green Waste Recovery, LLC
- Republic Services
- USA Waste of California, Inc. (Waste Management)



Evaluation Criteria

- General Qualifications (25 points)
 - Management team qualifications, previous experience, references, litigation history, financial strength, exceptions to contract, etc.
- Technical Approach (25 points)
 - Operations, Transition, Customer Service and Waste Diversion Plans
- Sustainability (25 points)
 - Cumulative mileage and fuel type to disposal and processing facilities, Education and Outreach Plan
- Proposed Rates and Total 10-Year Revenue (25 points)



4 Rate Options in RFP



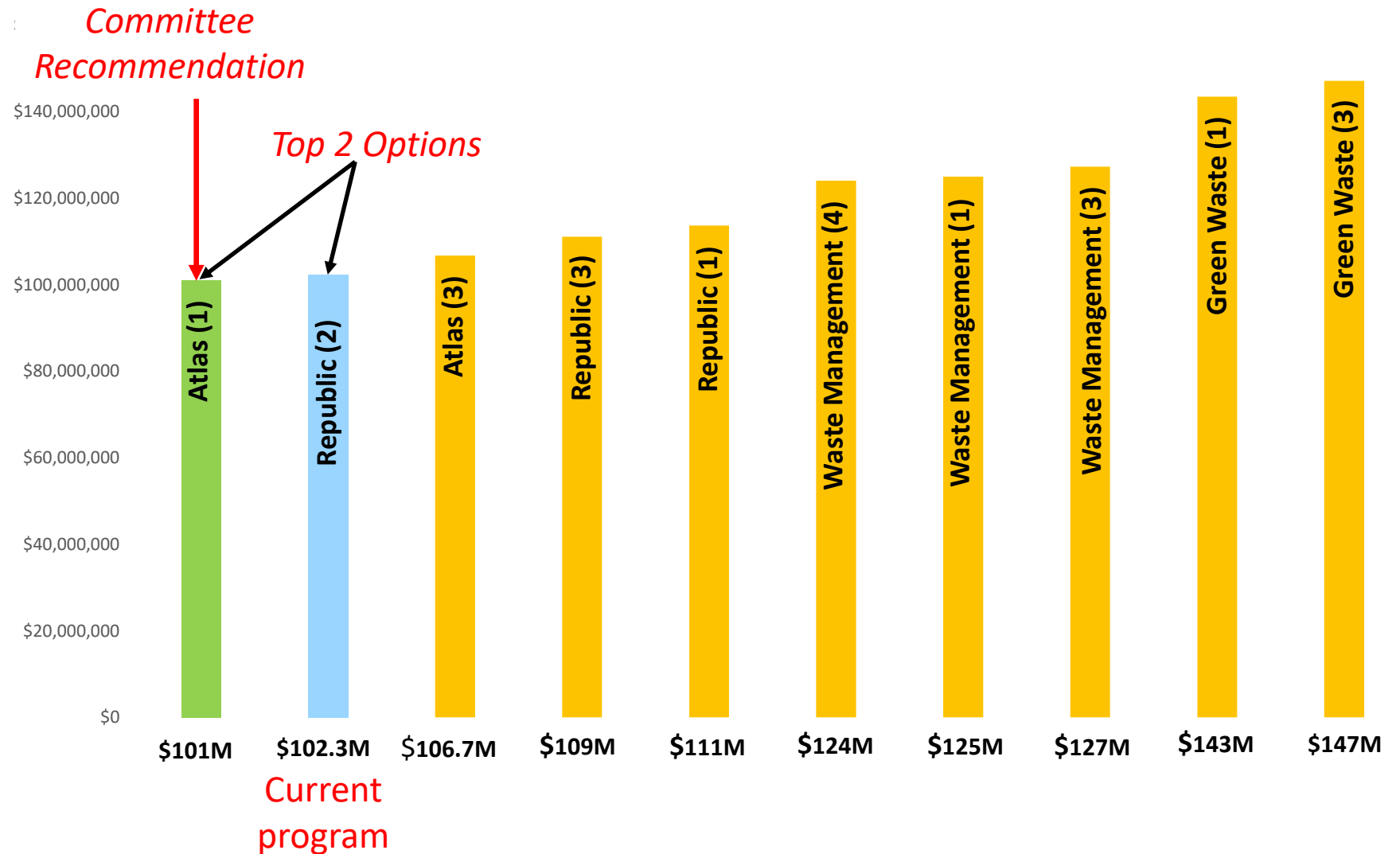
- Rate Option 1: Trash disposal at Kiefer landfill, existing carts, 3 bulky item appointments
- Rate Option 2: Trash disposal at any landfill of hauler's choosing, existing carts, 3 bulky item appointments
 - *Only Republic proposed a different landfill; Forward LF in San Joaquin County*
- Rate Option 3: New carts, disposal at any landfill, 3 bulky item appointments
- Rate Option 4: Two bulky item appointments, trash disposal at any landfill, existing carts
 - *Atlas and Republic proposed same rates for 2 or 3 bulky item appointments*

The Cart Story

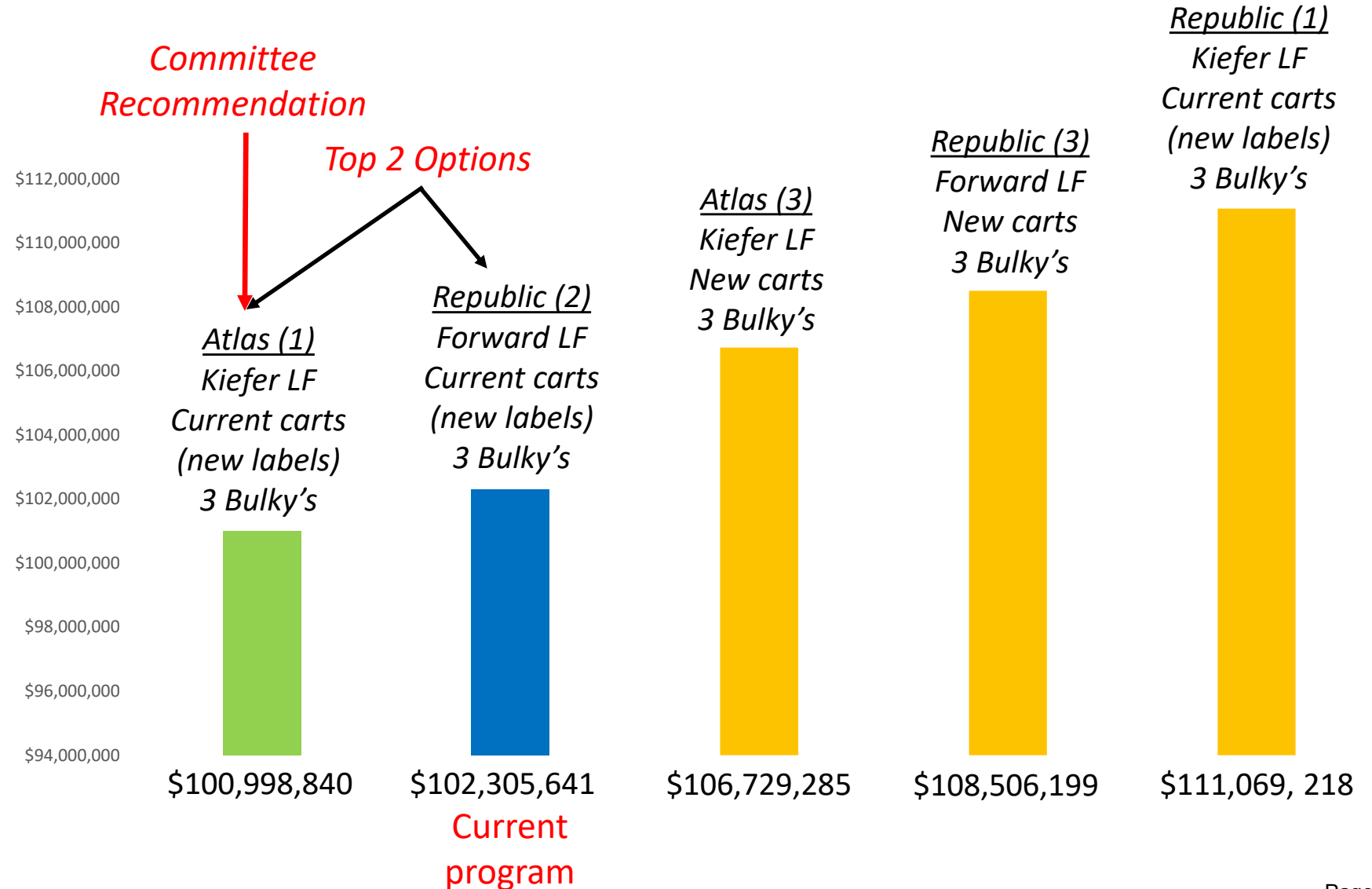
- The current carts in Rancho Cordova were delivered in 2005. There is no company name so they can be used by any waste hauling company.
- Republic data show 66,460 total residential carts currently in service.
- The RFP included a cost option for new carts, which are expensive
- In customer survey, 67.7% of respondents reported all 3 carts in good condition, and 23.3% reported 2 out of 3 carts in good condition.
- SB 1383 requires all residential cart lids to be labeled by January 1, 2036, showing acceptable materials in each cart.
- Atlas and Republic both proposed installing new labels to the lids on existing carts at no additional charge. This brings the City into compliance with SB 1383 requirements at no cost to ratepayers.
- New carts will be delivered to new accounts and to replace lost or damaged carts throughout the contract term.
- This is a good solution!



Comparison of 10-Year Total Proposed Resident Payments To Waste Haulers



Total Proposed Resident Payments To Atlas and Republic



Comparison of Proposed Bimonthly Rates



Atlas Kiefer landfill, Current Carts with New Labels, 3 bulkys 10-Year Total Revenue Projection = \$100,998,840					
Cart Size	7/1/23 rates with sweeping	7/1/24 rates with sweeping	1/1/25 rates with sweeping	1/1/25 rate increase	% increase 7/1/24 to 1/1/25
32 gallon trash	\$ 56.22	\$ 60.08	\$ 67.80	\$ 7.72	12.8%
64 gallon trash	\$ 66.92	\$ 71.12	\$ 80.06	\$ 8.94	12.6%
96 gallon trash	\$ 89.14	\$ 94.00	\$ 105.46	\$ 11.46	12.2%
Extra Recycle Cart*	\$ 5.80	\$ 5.96	\$ 6.62	\$ 0.66	11.1%
Extra Green Waste Cart*	\$ 9.94	\$ 10.24	\$ 11.36	\$ 1.12	10.9%
Republic Forward Landfill, Current Carts with New Labels, 3 bulkys 10-Year Total Revenue Projection = \$102,305,641					
Cart Size	7/1/23 rates with sweeping	7/1/24 rates with sweeping	1/1/25 rates with sweeping	1/1/25 rate increase	% increase 7/1/24 to 1/1/25
32 gallon trash	\$ 56.22	\$ 60.08	\$ 67.20	\$ 7.12	11.9%
64 gallon trash	\$ 66.92	\$ 71.12	\$ 79.56	\$ 8.44	11.9%
96 gallon trash	\$ 89.14	\$ 94.00	\$ 105.16	\$ 11.16	11.9%
Extra Recycle Cart*	\$ 5.80	\$ 5.96	\$ 19.98	\$ 14.02	235.2%
Extra Green Waste Cart*	\$ 9.94	\$ 10.24	\$ 22.92	\$ 12.68	123.8%

Republic proposed lower rates for customers with no extra recycle or green waste carts.

However, Republic has higher projected 10-year revenue due to higher proposed rates for extra recycle and green waste carts.

** Residents may receive one extra recycle cart or green waste cart at no charge. The rates shown are for the second extra recycle or green waste cart.*

** Republic is currently billing for 581 total extra recycle and green waste carts in Rancho Cordova.*



Projected 10-Year Total Mileage Comparison

Atlas = 936,795 fewer truck miles compared to Republic

*~ 1M fewer truck miles with City growth
during contract term for Atlas using Kiefer LF*



Atlas (1)
Trash: Kiefer LF
Organics: Yolo Landfill
Recycling: SRTS



1,809,600 miles

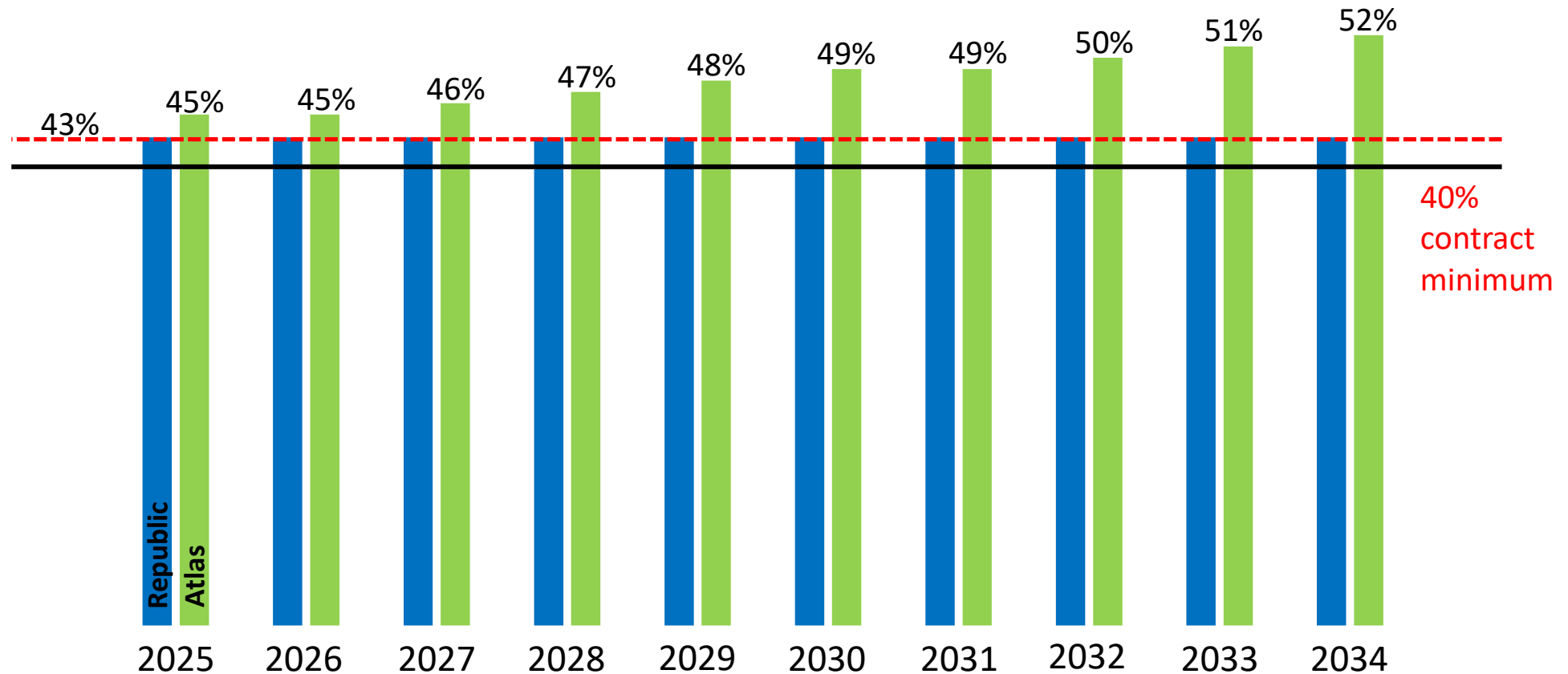
Republic (2)
Trash: Forward LF in San Joaquin Co
Organics: Forward LF
Recycling Industries



2,746,396 miles

Proposed 10-Year Waste Diversion Goal Comparison

-  Republic: 43% fixed waste diversion rate over contract term
-  Atlas: 45% to 52% escalating waste diversion rate over contract term



2025 Public Education Budget Comparison

Education Campaign Elements	Atlas	Republic
4 annual campaigns	\$40,000	\$32,280
Annual customer service guide (design, mailing)	\$25,000	\$23,000
School outreach	\$8,500	\$5,000
Contamination Auditing	\$7,000	\$3,000
<i>Hauler transition campaign (one time)*</i>	<i>\$34,000</i>	<i>n/a</i>
Compost workshops	\$5,000	\$4,950
Edible Food Education and Collection Events	\$12,500	n/a
Sustainability in Events	n/a	\$7,000
Promotional Items for event giveaways	\$7,000	\$3,000
Scholarships	n/a	\$3,000
Other (flyers, digital ads, social media, etc.)	\$23,000	\$4,025
Total Proposed 2025 Public Education Budget	\$162,000	\$85,255
* Without hauler transition campaign after Year 1	\$128,000	\$85,255



Proposal Scoring Summary



	Atlas Kiefer LF, Current Carts, 3 Bulkys	Republic Forward LF, Current Carts, 3 Bulkys
General Qualifications 25 points	<u>19.86 points</u> + Company headquarters located in Rancho Cordova + No exceptions taken to contract - No previous residential contracts	<u>21.84 points</u> + Significant previous experience + Significant financial/staff resources - 17 exceptions taken to contract - Corporate structure sometimes a challenge
Technical Approach 25 points	<u>21.75 points</u> + 45% to 52% diversion over term + Local call center handling all Rancho Cordova calls	<u>19.65 points</u> + No transition of service providers - Fixed 43% diversion - Hybrid/Remote customer service reps
Sustainability 25 points	<u>20.76 points</u> + ~ 1M less vehicle miles (10 years) + RNG equivalent fuel in collection trucks + Higher public education budget + Edible food recovery assistance	<u>14.38 points</u> + Polymer center for plastics recycling + Sustainability in Events Program - Higher total vehicle miles - Lower public education budget
Total Payments to Company	<u>25 points</u> \$100,998,840	<u>24.76 points</u> \$102,305,641
Total Score	87.37 points	80.63 points

Pros and Cons



Atlas Disposal		Republic Services	
<u>Pros</u>	<u>Cons</u>	<u>Pros</u>	<u>Cons</u>
Local headquarters and call center	No previous residential contracts	Significant residential experience	Corporate structure sometimes challenging
Higher diversion (45% to 52%)	Higher rates for standard collection services	Nearly 20-year history in Rancho Cordova	Lower diversion (43%)
~1M less vehicle miles over 10-year contract	Transition can be confusing to residents	No transition of service providers	~1M more vehicle miles over 10 years
~ 50% higher public education budget	Rate uncertainty with Kiefer landfill disposal	Significant financial/staff resources	Lower public education budget
Lower total cost over 10-year contract		Possible future electrification of fleet	Higher total cost over 10-year contract
Edible food recovery to support non-profits		Future advances in plastics recycling (Polymer Center)	Remote call centers sometimes challenging
RNG equivalent fuel		Positive customer survey response	

In Conclusion

- *“The overall objective of this competitive procurement process is to achieve the best combination of services, company qualifications and price.”*
- The City Council has final decision authority to select a company for the new contract beginning January 1, 2025.
- Atlas and Republic are both excellent service providers and the evaluation results are close. Either company is well positioned to serve City residents in the new contract.
- The evaluation committee scored Atlas (Option 1) as the top-ranked proposal and recommends award of the residential solid waste collection and street sweeping contract beginning January 1, 2025 to Atlas Disposal.
- Questions and Comments...
- Thank you!



MEMORANDUM



ITEM 18.2.

DATE: December 4, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION DESIGNATING A TIME AND PLACE FOR HEARING PROTESTS IN CONNECTION WITH A PROPOSED STORMWATER UTILITY 1 FEE INCREASE, APPROVING PROCEDURES IN CONNECTION THEREWITH AND TAKING CERTAIN OTHER ACTIONS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the Council's intention to increase the Stormwater Utility 1 Fee and state the Council's intention to levy the fee to pay for storm drainage and flood protection services in developing areas, and set 5:30 p.m., or as soon thereafter as the matter may be heard, on February 5, 2024, as the time and date for a protest hearing on the matter.

BACKGROUND

The City's stormwater infrastructure includes the following facilities:

- 6 pump stations
- 6 regional detention basins
- 254 miles of drainage pipes
- 7740 drainage inlets
- 4370 manholes
- 70 acres of creek channels and tributaries

The Stormwater Utility 1 Fee (SWU1) was created in 1995 in order to provide safety for the residents of the City, protect property in the City from the damage associated with flooding, and meet the requirements of the NPDES permit. It is necessary to design, construct, operate, maintain, improve and replace storm drainage facilities that collect storm and surface water runoff and convey and treat such runoff safely. It is also necessary to inspect, monitor, and take enforcement action related to illegal dumping, trash, and illicit discharges into the City's storm drain system.

The City of Rancho Cordova has over \$120 million in deferred maintenance and replacement costs, including outdated pump stations, local flooding, and damaged and aging infrastructure. Delay in addressing deferred maintenance will result in a growing maintenance backlog and an increased need to reactively address emergency conditions. Furthermore, the effort needed to comply with state and federal regulations continues to grow.

DISCUSSION

The SWU1 revenue is not adequate to support the City's stormwater enterprise and, as a result, the stormwater utility fund has a growing deficit. In addition, inadequate revenues generated by the current SWU1 fee have necessitated the deferral of capital improvements to the storm drain system. Staff recommends an increase to the SWU1 fee to provide adequate funding for maintenance and capital improvements of stormwater infrastructure, addressing deferred maintenance, staying in compliance with state and federal regulations, and reducing the potential for future flooding.

A "Rate Analysis Report" was prepared by Harris & Associates and found that revenue generated by the current rate is not adequate to support the City's stormwater enterprise, [Attachment 2](#). The analysis completed by the City found that the annual costs to maintain, replace, and improve the stormwater infrastructure in the SWU1 area is \$8.9 million per year. The current SWU1 fee collects about \$3.5-\$4 million per year, a shortfall of approximately \$5 million per year. Increasing the rate would reduce this gap and allow the City to provide a higher level of service to address deferred maintenance, decrease the potential for flooding, and comply with growing federal and state regulations. In addition, attached is a boundary map, [Attachment 3](#) that depicts the boundaries of the SWU1 Fee area.

In the November 6, 2023, City Council meeting, staff presented multiple fee options to the Council and received direction to move forward with a proposed annual rate of \$156.79/SFR with inflation. The fee increase will be implemented over a 5-year period, after which the fee will be increased annually based on the CPI. The proposed fee schedule is summarized in [Attachment 5](#).

In tonight's action, staff is seeking City Council approval of a Resolution to designate a time and place for hearing protests in connection with the proposed SWU1 Fee increase (February 5, 2024) and authorizing the City Clerk's office to give notice of the above-described protest hearing. [Attachment 4](#) includes a sample protest hearing notice.

FISCAL IMPACT AND FUNDING SOURCE

The proposed action would have no impact on the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Preliminary SWU 1 Rate and Analysis Report
3. Drainage Districts Map
4. Sample Protest Hearing Notice Five-year Step
5. Five-year Fee Schedule
6. SWU I Rate Increase Presentation

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

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 A PROPOSED STORMWATER UTILITY 1 FEE INCREASE, APPROVING PROCEDURES IN CONNECTION THEREWITH AND TAKING CERTAIN OTHER ACTIONS

WHEREAS, this Council is considering a proposal to increase the annual Stormwater Utility 1 Fee ("SWU 1") (the "Stormwater Utility 1 Fee") for services and facilities furnished by the City in connection with its storm drain and flood protection system; and

WHEREAS, this Council has caused a written report entitled, "Rate Analysis Report (Stormwater Utility 1 Fee)," dated December 2023, (the "Written Report") to be prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Stormwater Utility 1 Fee is applicable (collectively, the "Identified Parcels") and the amount of the proposed increase for Stormwater Utility 1 Fee for each such Identified Parcel for Fiscal Year 2024-25. The Written Report is on file in the office of the City Clerk and is available for public review; 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 increase of property-related fees and charges (as defined in Article XIII D), such as the proposed increase to Stormwater Utility 1 Fee, including the requirement to conduct a protest hearing and balloting for consideration of the proposed increase to Stormwater Utility 1 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 increase to Stormwater Utility 1 Fee" as set forth in Exhibit A, attached hereto and incorporated herein by reference (the "Procedures").

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

1. The foregoing recitals are true and correct.
2. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL DESIGNATES TUESDAY, FEBRUARY 5, 2024, AT THE HOUR OF 5:30 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS, CITY HALL, 2729 PROSPECT DRIVE, RANCHO CORDOVA, CALIFORNIA, AS THE TIME AND PLACE FOR A PROTEST HEARING ON THE ABOVE-DESCRIBED WRITTEN REPORT AND PROTESTS OR OBJECTIONS TO THE PROPOSED INCREASE OF THE STORMWATER UTILITY 1 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 increase to the Stormwater Utility 1 Fee. If written protests against the increase in the Stormwater Utility 1 Fee are presented by a majority of owners of the Identified Parcels, the City shall not impose the increase to the Stormwater Utility 1 Fee. In the absence of a majority

ITEM 18.2.

ATTACHMENT 1

protest, the City Council may submit the increase to the Stormwater Utility 1 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 protest 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 increase to the Stormwater Utility 1 Fee upon parcels of land within the City.

5. The City Council hereby designates Dalia Fadl, Principal Engineer, telephone number, (916) 851-8718 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 this 4th day of December 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

EXHIBIT A

**PROCEDURES FOR THE CONDUCT OF A
PROTEST HEARING AND VOTE RELATING TO A PROPOSED
INCREASE TO THE STORMWATER UTILITY 1 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 proposed increase to the Stormwater Utility 1 Fee (the "Stormwater Utility 1 Fee").

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D. Submission of Written Protests	Page 3
E. Conduct of the Public Hearing; Determination of A Majority Protest	Page 3
F. Conduct Property Owner Vote; Determination of a Majority Protest	Page 4

A. Written Report

The City shall cause to be prepared a written report ("Written Report"), which shall contain a list of all parcels to which the proposed increase to the Stormwater Utility 1 Fee will apply (the "Identified Parcels") and the amount of the proposed increase for each Identified Parcel for Fiscal Year 2024-25.

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 1 Fee and shall remain available for public inspection.

B. Notice of the Protest Hearing on the Proposed Stormwater Utility 1 Fee

Notice of the protest hearing on the proposed increase to the Stormwater Utility 1 Fee shall be sent by first class mail at least forty-five (45) days prior to the date set for the protest 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.

"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 increase to the Stormwater Utility 1 Fee;
- The amount of the proposed increase to the Stormwater Utility 1 Fee to be imposed upon the Identified Parcel covered by the notice;
- The basis upon which the amount of the proposed increase to the Stormwater Utility 1 Fee was calculated;
- The reason for the proposed increase to the Stormwater Utility 1 Fee;
- The effect of a majority protest; and
- The date, time and location of a public hearing on the proposed increase to the Stormwater Utility 1 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.

C. Eligibility to File a Protest

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

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 1 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 **up until the close of the Protest Hearing on February 5, 2024**. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the protest 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 protest 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 protest hearing.

Written protests may be withdrawn in writing at any time before the conclusion of the protest 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 Protest Hearing; Determination of a Majority Protest

1. At the time, date and place fixed for the protest hearing, the City Council shall:
 - (i) Hear a staff presentation pertaining to the proposed increase to the Stormwater Utility 1 Fee; and

- (ii) Hear all persons interested in the matter of the proposed increase to the Stormwater Utility 1 Fee; and
 - (iii) Receive all written communications regarding the proposed increase to the Stormwater Utility 1 Fee.
2. The protest hearing may be continued from time to time, as the City Council determines is necessary to complete its consideration of the proposed increase to the Stormwater Utility 1 Fee.
 3. If the City Council determines at the close of the protest 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 increase to the Stormwater Utility 1 Fee shall not be approved.
 4. If the City Council determines at the close of the protest 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 an increase to the Stormwater Utility 1 Fee for any Identified Parcel which is greater than the amount shown in the notice of the protest 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 an Ordinance amending Chapter 15.11 of the Municipal Code related to the Stormwater Utility 1 Fee, subject to voter approval; and
 - (iv) Adopt a resolution calling for a property owner vote regarding the proposed increase to the Stormwater Utility 1 Fee.

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

Pursuant to Government Code Section 53755.5(c), the proceedings described in this section shall not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

An election on the proposed increase to the Stormwater Utility 1 Fee shall be sent 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 5:00 p.m. on one (1) business day preceding 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 5:00 p.m. on one (1) business day preceding 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, punch card 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 1 Fee shall not be imposed.

If majority approval exists, the City Council may impose the increase to the Stormwater Utility 1 Fee pursuant to the Ordinance.



Harris & Associates



STORM DRAIN RATE ANALYSIS REPORT

(STORMWATER UTILITY FEE 1)

CITY OF RANCHO CORDOVA

December 2023

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Exhibit A DRAINAGE DISTRICT BOUNDARIES

Exhibit B RUNOFF COEFFICIENT

1.INTRODUCTION

The Stormwater Utility Fee 1 (“SWU 1”) was established by Sacramento County in 1995 to cover the cost for the maintenance and improvements of the City of Rancho Cordova’s storm drainage management system. In 2014, the City took ownership of the system from Sacramento County, and is now responsible for the operation and maintenance of the system. The SWU 1 did not include an annual cost escalator to keep up with the rate of maintenance and repairs, and as a consequence, the SWU 1 fee revenue is not adequate to support the City’s stormwater enterprise. In addition, inadequate revenues generated by the current SWU 1 fee have necessitated the deferral of capital improvements to the storm drain system. In order to continue to provide stormwater management services, the City of Rancho Cordova (City) is updating the Stormwater Utility Fee 1 to provide adequate funding for maintenance and capital improvements of stormwater infrastructure.

These fees would be levied per the California Health and Safety Code Section 5470 et seq. The City will use the Stormwater Utility Fee 1 to fund the operation and maintenance of the facilities needed to provide the appropriate facilities and control measures for Stormwater quality control.

The purpose of this Rate Analysis Report is to:

- Identify the improvements and maintenance that needs to be funded.
- Review the requirements of Article XIID of the State Constitution (Proposition 218), the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 et. Seq.), and Health & Safety Code Section 5470 et. Seq. relating to requirements for apportioning the costs associated with the City’s stormwater runoff system.
- Analyze and recommend an appropriate rate structure and provide estimated rates based on cost data information provided by the City.

Note: The City’s Enhanced Stormwater Utility Fee 2 (“Enhanced SWU 2”) is not impacted by this update. Enhanced SWU 2 fees address the additional costs to the City for maintaining low impact design (LID) improvements. If a developer wishes to place their LID improvements in public right-of-way that will be maintained by the City, that development will be conditioned to provide an adequate funding mechanism to cover the annual cost of the LID improvement including, but not limited to, annexing into the City’s Enhanced Stormwater Utility Fee 2 district. If the development has private LID improvements, they may annex into the City’s SWU 1 or provide a City-approved alternate funding source.

Exhibit A includes a map of the City’s Drainage District Boundaries.

2.BACKGROUND INFORMATION

The Stormwater Utility Fee 1 (“SWU 1”) was established in 1995 as an initiative dedicated to managing stormwater effectively within Sacramento County. Notably, SWU 1 operates as an enterprise fund, ensuring its revenues and expenditures are segregated into a specific fund, exclusively designated for the stormwater program. It’s important to note there is no inflator or annual adjustment mechanism in place, which means the funding levels remain constant without periodic increases.

In accordance with the Federal Clean Water Act of 1972, the United States Environmental Protection Agency (EPA) is required to establish regulations setting forth National Pollution Discharge Elimination System (NPDES) permit standards. The enactment of 1987 amendments to the Federal Clean Water Act (Act) of 1972 imposes permit requirements for discharge of storm waters. The Act allows the EPA to delegate its NPDES permitting authority to states with an approved environmental regulatory program. The State of California is one of the delegated states.

The responsibility for implementing various NPDES permits in the State of California has been delegated to the State Water Resources Control Board (SWRCB). The SWRCB administers NPDES authority through its nine Regional Boards. As an NPDES permittee, the City is required to prevent or minimize stormwater pollution within its jurisdiction. This includes overseeing the maintenance and operations of the City’s extensive stormwater assets encompassing 6 pump stations, 6 regional detention basins, 254 miles of drainage pipes, 7,7740 drainage inlets, and 4,370 manholes. Additionally, it includes managing 70 acres of creek channels and tributaries. Duties also entail coordinating routine maintenance and emergency response activities while prioritizing and addressing customer service requests. Furthermore, the role necessitates collaboration with regulatory agencies, notably the Department of Fish & Wildlife, to secure all required permitting.

In order to provide for the safety of City residents and protect property in the City from the damage associated with flooding and to meet the requirements of the NPDES permit, it is necessary to design, construct, operate, maintain, improve and replace storm drainage facilities which collect storm and surface water runoff and convey and treat such runoff in a safe manner to an acceptable point of discharge. It is also necessary to inspect, monitor, and take enforcement action related to illegal dumping, and illicit discharges. In order to properly fund such facilities and activities, the City has determined that it is necessary to impose on all developing properties in Rancho Cordova a user charge for storm drainage service.

Based on the City’s General Plan and current specific plan areas, Rancho Cordova is expected to develop as shown in Table 1 below.

TABLE 1 LAND USE

Land Use / Zoning Description		Total Acres	Total Units
Residential:			
Low Density Residential (LDR)	Single Family (2.1-6.0 DU/AC)	2,635	13,156
	Medium Density (6.1-12 DU/AC)	322	2,524
Medium Density Residential (MDR)	Medium Density (6.1-18.0 DU/AC)	1,852	13,231
	Medium Density (14.0-29.9 DU/AC)	60	885
High Density Residential (HDR)	High Density (18.1-40.0 DU/AC)	192	4,372
	High Density (30+ DU/AC)	30	825
	Residential Total	5,090	34,993
Non-Residential:			
VC	Village Commercial	202	
LTC	Local Town Center	134	
RTC	Regional Town Center	172	
BP	Business Park	158	
MP	Industrial Park	283	
Education:			
HS/MS	High School/Middle School	356	
MS	Middle School	20	
ES	Elementary School	102	
Open Space & Public:			
CP	Community Park	313	
P/QP	Public/Quasi Public	37	
NP	Neighborhood Park	194	
SWD	Storm Water Detention	186	
WP	Wetland Preserve	745	
DP	Drainage Parkway	270	
PR	Private Recreation	63	
OS	Open Space	168	
OS/P	Open Space/Preserve	279	
LC	Landscape Corridors	123	
GB	Green Belts	54	
ROW	Right-of-way	596	
BR/WP	Reservoir / Wetland Preserve	528	
S	Sewer Lift Station / Utility Substation	14	
	Vacant (unknown dev plan)	595	
	Total Non-residential	5,590	
	Total Residential & Non-Res	10,680	

This development is expected to require significant stormwater drainage and flood control facilities. Based on the development area and improvements that were required in recent developments within the City of Rancho Cordova, Table 2 summarizes the improvements that are expected once development is complete.

TABLE 2 EXPECTED IMPROVEMENTS

Infrastructure Type	Quantity	
Inlets	6,400	LF
Manholes	4,460	LF
66" Pipe	3,950	LF
60" Pipe	10,280	LF
54" Pipe	11,140	LF
48" Pipe	10,210	LF
42" Pipe	28,620	LF
36" Pipe	42,420	LF
30" Pipe	51,050	LF
27" Pipe	540	LF
24" Pipe	91,960	LF
21" Pipe	2,230	LF
18" Pipe	100,300	LF
15" Pipe	101,300	LF
12" Pipe	529,890	0
10" Pipe	4,170	0
Creeks and Channels	80	AC
Basins	320	AC

Source: *Rate Analysis Report for the Stormwater Utility Fee For the City of Rancho Cordova*, August, 2014, prepared by Harris and Associates.

3. SERVICES FUNDED

Expenditures from the revenue generated from the Stormwater Utility Fee are intended to comply with the requirements set forth in the NPDES permit. The activities and services funded by this fee include, but are not limited to:

1. Oversee all aspects of the City's stormwater assets, including routine Operation and Maintenance, repairs, stormwater response, and weed abatement.
2. Respond to and investigate incidents of illicit discharges and illegal connections to the storm drain system.
3. Periodically inspect facilities for proper handling of materials, chemicals, pollutants, garbage, waste, and debris and prevent any discharges to the storm drain system.
4. Regularly clean and maintain catch basins, the flowline, and storm drainage facilities.
5. Installation and maintenance of water quality devices required to keep pollutants out of the storm drain system.
6. Discourage illegal dumping or discharge of pollutants into the storm drain system by stenciling all City-owned catch basins with a "No Dumping" message.
7. Augment public education and outreach programs in regards to the proper use and function of the storm drainage system and the receiving waters.
8. Develop programs to promote, publicize, and facilitate public reporting of illicit discharges to the storm drain system.
9. Encourage the proper disposal of household hazardous waste (HHW) to prevent the improper disposal to the storm drain system or to the sewersystem.
10. Discourage the improper disposal of litter, garden clippings, leaves, and pet waste into the street or the storm drain system.
11. Capital replacement of storm drainage, flood control improvements and bioretention improvements at the end of the expected useful life for such improvements.
12. Administration and oversight of the requirements set forth in the NPDES permit to City departments, developments, and local agencies.

4. PROPOSITION 218 REQUIREMENTS

This fee must comply with the provisions of Article XIID of the California Constitution (Proposition 218). Section 6.b of Proposition 218 has the following requirements for all “new, extended, imposed or increased” fees and charges:

1. “Revenues derived from the fee or charge shall not exceed the funds required to provide the property-related service.”
2. “Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed.”
3. “The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.”
4. “No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with [the assessment section of this code].”
5. “No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services where the service is available to the public at large substantially the same manner as it is to property owners.”

There have been a number of court cases related to property-related fees in the last few years; however, they have focused on water rates or groundwater charges. The only substantive part of these cases that related to storm water fees is the requirement that the fees be based on the cost of service, that they must be proportional to the service received, and that ballots are not secret ballots. The City’s current rate structure complies with this requirement as does the new fee methodology recommended in this report.

5. RATE STRUCTURE ANALYSIS

Section 6.b of Article XIID of the State Constitution (Proposition 218) states that:

“The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.”

and

“No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question.”

By definition, all properties that shed stormwater into the City’s stormwater drainage system use, or are served by, the City’s stormwater drainage system. The amount of use attributed to each parcel is measurable by the amount of storm runoff contributed by the property, which is directly proportional to the amount of impervious area on a parcel (such as buildings and concrete). The more impervious area on a property, the more storm runoff the property generates, the more demand placed on the storm drain system.

The amount each parcel uses the stormwater drainage system is computed by the following formula:

$$(\text{Parcel Area}) \times (\text{Impervious Percentage}) = \text{Drainage Units}$$

The typical percent impervious (% Impervious) for land uses in the City, have been applied for the purposes of estimating the runoff generated by each property. These are shown in Appendix B.

The more Drainage Units a parcel has, the more storm run-off it generates, and the more it uses and impacts the stormwater drainage system.

It is standard practice to relate other land uses to a developed single family residential (SFR) parcel, instead of working exclusively with drainage units. The median size of a SFR parcel will be approximately 0.16 acre. Therefore, it makes sense to relate all parcels to this median residential property. The runoff from a 0.16-acre SFR parcel is set equal to one Drainage Measurement Unit (DMU) and this base DMU is calculated as follows:

$$(0.16 \text{ acres of area}) \times 50\% = 0.0800 \text{ Impervious Area} = 1 \text{ DMU}$$

Residential Parcels

The City of Rancho Cordova General Plan Residential categories include Estate Residential (0.51 to 2.0 dwelling units per acre), Low Density Residential (2.1 to 6.0 dwelling units per acre), Medium Density Residential (6.1 to 18.0 dwelling units per acre) and High Density Residential (18.1 to 14.0 dwelling units per acre).

Estate and Low Density Residential Parcels

As a residential property increases in size over the median parcel size, the typical percentage of impervious area decreases, as shown in Exhibit B. Conversely, as a residential parcel decreases in size below the median parcel size, the typical percentage of impervious area increases, and such increase is typically proportional to the decrease in size. For purposes of this analysis, Estate Residential is combined with Low Density Residential, and are separated into five (5) groups. The median parcel area for each group was used and their DMUs are calculated as follows:

Estate & Low Density Residential Category	DMU/ Formula
LDR1 – Parcels 0.166 acres or less	1.000 DMU
LDR2 – Parcels greater than 0.167 but less than or equal to 0.250 acres	1.100 DMUs
LDR3 – Parcels greater than 0.250 but less than or equal to 0.333 acres	1.175 DMUs
LDR4 – Parcels greater than 0.333 but less than or equal to 0.500 acres	1.250 DMUs
LDR5 – Parcels greater than 0.500 acres	$1.250 + \frac{[(\text{acres} - 0.50) \times 5\%]}{0.0800} = \text{DMUs}$

Medium Density Residential Parcels

Per the City's Land Use Policy, Medium Density Residential parcels may contain 6.1 to 18.0 dwelling units per acre, and may contain single family residential and/or multi-family residential development. Typical percentage of impervious area is estimated as 70% of the parcel size. DMUs for Medium Density Residential parcels is calculated as follows:

Residential Category	Density	% Impervious
Medium Density	10 – 18 DU/Ac	70%

$$\frac{\text{Acreage} \times 70\% \text{ Impervious}}{0.0800} = \text{DMUs}$$

High Density Residential Parcels

Per the City's Land Use Policy, High Density Residential parcels may contain 18.1 to 40.0 dwelling units per acre, and typically contain multi-family residential development. Typical percentage of impervious area is estimated as 75% of the parcel size. DMUs for High Density Residential parcels is calculated as follows:

Residential Category	Density	% Impervious
High Density	Greater than 18 DU/Ac	75%

$$\frac{\text{Acreage} \times \% \text{ Impervious}}{0.0800} = \text{DMUs}$$

Condominium unit parcel areas are calculated by dividing the total area of the condominium complex (which includes the common area) by the number of condominium units, and the total imperviousness of the entire complex is attributed to each individual condo parcel in the complex. (This divides the runoff of the entire complex to each of the individual units.) Because these condominium common areas are taken into consideration in this manner, they are exempt from the charge.

Non-Residential Parcels

All non-residential parcel DMUs will be based on the impervious area (runoff coefficient) table shown in Exhibit B, using the following formula:

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

SUMMARY

Based on the information available, all parcels draining into Rancho Cordova Stormwater Utility Fee-maintained drainage infrastructure are proposed to be charged the same user fee rate per DMU for stormwater management services. The Rancho Cordova Stormwater Utility Fee is proposed in perpetuity.

For the purposes of this report, City-maintained drainage infrastructure includes streets, basins, pipes, inlets, outlets, and natural drainage courses and bioretention areas. Parcels used for or related to stormwater management and right of way that contain City maintained drainage infrastructure are exempt from the runoff charge, as they are part of the infrastructure being funded. Also exempt from the runoff charge is Caltrans right-of-way, because Caltrans handles its own runoff under a separate NPDES permit.

Drainage units may be adjusted based on appeal from the property owner. See the Appeals Process below. Table 3, below, provides a preliminary summary of DMUs for the various land uses in Rancho Cordova.

TABLE 3 DRAINAGE MEASUREMENT UNIT SUMMARY

Land Use Description	Total Area (Acres)	Number of Units	Drainage Measurement per Unit	Impervious Area (Acre)	DM Units
Residential					
LDR1 parcels 0.166 acres or Less	1,205.70	9,442	1.000	--	9,442.00
LDR2 parcels 0.167 - 0.250 acres	1,425.28	7,448	1.100	--	8,192.80
LDR3 parcels 0.251 - 0.330 acres	165.22	591	1.175	--	694.42
LDR4 parcels 0.331 - 0.500 acres	43.00	114	1.250	--	142.50
LDR5 parcels greater than 0.500 acres	1,301.85	--	$1.250 + (\text{Acres} - 0.50 \times 5\%) / 0.0800$	--	1,102.17
Medium Density Residential 10 - 18 DU/AC	49.90	--	acreage x 70% / 0.08	34.93	393.32
High Density Residential Greater than 18 D	119.36	--	acreage x 75% / 0.08	89.52	1,053.16
Residential Total	4,310.32			124.45	21,020.38
Non-Residential					
Office	1,229.24	--	75%	921.93	11,531.17
Commercial	598.21	--	70%	418.75	5,234.32
Industrial	1,007.43	--	80%	805.94	9,900.31
Private Recreation	25.11	--	25%	6.28	78.48
Parks/Greenbelts	2,099.27	--	25%	524.82	6,568.16
Public/Quasi Public	265.81	--	25%	66.45	2,566.48
Non-Residential Total	5,225.08			2,744.17	35,878.93
Total Residential and Non-Residential	9,535.40			2,868.63	56,899.30

Notes

1. Total acres and total units based on Sacramento County Assessor's Parcel and Zoning data.
2. Impervious assumptions from City of Rancho Cordova Rate Analysis Report (Low Impact Development Stormwater Utility Fee), May 2022.
3. DM per unit assumptions from City's existing SWU I fee.

6.COST ESTIMATE

Capital Improvement Projects

Stormwater is conveyed through the City through a storm drainage system consisting of over 250 miles of underground pipes, 20 miles of open channels/creeks and six pump station. In 2014, the City took ownership of the system from Sacramento County, and is now responsible for the operation and maintenance of the system. In April 2021, a comprehensive master planning study of the system, the Stormwater Capital Improvement Program Master Plan (SCIPMP) was prepared by West Yost. The SCIPMP recommends improvement projects needed to address flooding and maintenance issues. Table 4 below summarizes the proposed flood control projects recommended in the SCIPMP and provides updated estimated costs for the capital improvement projects. These costs are anticipated to be collected over a fifteen (15) year period, approximately \$3,258,377.77 annually.

TABLE 4 ESTIMATED CAPITAL IMPROVEMENT PROJECTS COSTS

Project ID ¹	Priority	Project Description	Total Estimated Cost ^{2,3}	Total Estimated Cost (2023) ⁴
ARD4-1	High	Folsom Blvd Detention Basin and Sunrise Blvd Pipes Imp	\$ 3,072,000	\$ 3,495,833
CC-1	High	Mills Tower Pump Station and DS Pipe System Impr	\$ 24,558,000	\$ 27,946,184
MC3-2	High	School Property Detention Basin	\$ 3,132,000	\$ 3,564,111
CC-2	High	Don Juan Drive Improvements	\$ 2,430,000	\$ 2,765,259
MC3-3	Medium	Sunrise Blvd and Recycle Road Pipe Impr	\$ 1,114,000	\$ 1,267,695
MC3-4	Medium	Mechanical Dr and Recycle Rd Pipe Impr	\$ 1,322,000	\$ 1,504,392
ART2-1	Medium	Ellenwood Ave and Routier Rd Pipe Impr	\$ 1,032,000	\$ 1,174,382
MC3-1	Medium	White Rock Rd Underground Storage	\$ 4,496,000	\$ 5,116,298
ARD4-2	Low	Coloma Rd Pipe Impr	\$ 646,000	\$ 735,126
ART2-2	Low	Bradshaw Rd Pipe Impr	\$ 590,000	\$ 671,400
MC1-1	Low	International Dr at Data Dr Pipe Impr	\$ 558,000	\$ 634,985
			\$ 42,950,000	\$ 48,875,667

1 Source: Table 6-1, Stormwater Capital Improvement Program Master Plan, April 2021 prepared by West Yost

2 Does not include land acquisition costs

3 Based on December 2020 Engineering News Record 20 Cities CCI of 11,626

4 December 2020 costs escalated to April 2023 ENR 20 Cities CCI of 13,230

Infrastructure Maintenance Costs

Table 5 below shows the estimated costs for infrastructure maintenance. These costs are estimated yearly, based on assumed frequency of maintenance activities, at approximately \$3,327,896.51 annually.

TABLE 5 ESTIMATED INFRASTRUCTURE MAINTENANCE COSTS

Maintenance Item	Estimated Quantity	Unit	Frequency	Cost (\$/unit) ¹	Total Cost/Year
Trunk Lines (larger than 24") - TV Lines	220,284	LF	25 years	\$ 9.16	\$ 80,680.45
Drainage Lines 10"-24" Cleaning	573,695	LF	10 years	\$ 3.66	\$ 210,119.62
Drainage Lines 10"-24" TV	573,695	LF	25 years	\$ 9.16	\$ 210,119.62
Creek and Channel Maintenance and Repair ²	10,560	LF	1 year	\$ 0.92	\$ 9,669.17
Pipe Repairs ³	79,398	LF	1 year	\$ 0.54	\$ 42,812.23
Creeks and Channels Mowing	97	AC	1 year	\$ 8,342.51	\$ 808,970.67
Creeks and Channels Herbicides	97	AC	1 year	\$ 829.16	\$ 80,403.79
Basin Maintenance ⁴	1	LS	1 year	\$ 317,329.06	\$ 317,329.06
Rip Rap Inspection Annual Maintenance ⁵	2,000	Ton	1 year	\$ 14.24	\$ 28,486.62
Channel and Outfall Maintenance ⁶	1	LS	5 years	\$ 1,688,742.47	\$ 337,748.49
Storm Drain Lift Stations ⁷	1	LS	3 year	\$ 500,000.00	\$ 166,666.67
High Priority Maintenance Improvements ⁸	1	LS	25 years	\$ 152,259.93	\$ 6,090.40
Medium Priority Maintenance Improvements ⁸	1	LS	25 years	\$ 375,870.38	\$ 15,034.82
Low Priority Maintenance Improvements ⁸	1	LS	25 years	\$ 23,094,122.31	\$ 923,764.89
Annual Infrastructure Maintenance Cost Estimate for SWU 1:					\$ 3,237,896.51

1 Maintenance costs based on *Rate Analysis Report (Low Impact Development Stormwater Utility Fee)*, May 2022, prepared by Harris & Associates, [Table 4 Estimated Costs](#), escalated from May 2022 ENR 20 Cities of 13004 to April 2023 ENR 20 Cities CCI of 13,230, unless otherwise noted.

2 Assume 10.0% of frontage is maintained/repared annually (emergency maintenance repairs).

3 Assume 10.0% of conveyance system is maintained/repared annually (emergency maintenance/repairs).

4 Per Annual Maintenance Contract for Stormwater Facility Maintenance Services provided by City of Rancho Cordova, based on July 2021 ENR 20 Cities CCI of 12,238, escalated to April 2023 ENR 20 Cities CCI of 13,230.

5 Seven (7) Outfalls with Rip Rap, and misc Rip Rap.

6 Per *Stormwater Capital Improvement Program Master Plan, Final Report* April 2021, [Table 3-3 Recommended Maintenance Improvements For Channels and Outfalls and Estimated Cost](#), prepared by West Yost Associates, based on December 2020 ENR 20 Cities CCI of 11,626, escalated to April 2023 ENR 20 Cities CCI of 13,230.

7 Per Annual Maintenance Contract for On-call Stormwater Support Pump Station O&M Services and Infrastructure Maintenance Pump Station O&M Services, November 2022 to November 2025.

8 Per *Stormwater Capital Improvement Program Master Plan, Final Report* April 2021, [Table 6-7 Summary of Recommended Maintenance Improvements](#), prepared by West Yost Associates, based on December 2020 ENR 20 Cities CCI of 11,626, escalated to April 2023 ENR 20 Cities CCI of 13,230.

Infrastructure Replace Costs

Table 6 below shows the estimated costs for infrastructure replacement. Existing infrastructure was estimated from data extracted from the City's OpenData GIS within SWU 1 boundary. These costs are estimated yearly, based on assumed design life or frequency of replacement of the infrastructure, approximately \$2,095,220.55 annually.

TABLE 6 ESTIMATED INFRASTRUCTURE REPLACEMENT COSTS

Infrastructure Item	Estimated Quantity	Unit	Frequency	Cost (\$/unit) ¹	Total Cost/Year
48 inch manhole	3,535	EA	75 years	\$ 4,985.16	\$ 234,967.13
60 inch manhole	47	EA	75 years	\$ 7,325.13	\$ 4,590.42
72 inch manhole	12	EA	75 years	\$ 9,665.10	\$ 1,546.42
84 inch manhole	5	EA	75 years	\$ 12,005.08	\$ 800.34
96 inch manhole	6	EA	75 years	\$ 15,158.95	\$ 1,212.72
Inlets	5,101	EA	75 years	\$ 3,509.96	\$ 238,723.98
Erosion Control Rip Rap (7 outfalls)	2,000	TON	25 years	\$ 76.30	\$ 6,104.28
Misc. Concrete (outfall structures)	5	EA	100 years	\$ 7,500.00	\$ 375.00
Misc. Concrete (culverts)	5	EA	100 years	\$ 7,500.00	\$ 375.00
Misc. Concrete	2,000	CY	100 years	\$ 1,424.33	\$ 28,486.62
10" mains	85,170	EA	100 years	\$ 102.42	\$ 87,228.77
12" mains	181,202	EA	100 years	\$ 111.91	\$ 202,786.27
15" mains	90,459	EA	100 years	\$ 132.26	\$ 119,640.44
18" mains	98,246	EA	100 years	\$ 142.43	\$ 139,934.82
21" mains	38,636	EA	100 years	\$ 152.61	\$ 58,961.20
24" mains	79,982	EA	100 years	\$ 162.78	\$ 130,195.25
27" mains	19,347	EA	100 years	\$ 203.48	\$ 39,366.47
30" mains	46,767	EA	100 years	\$ 234.00	\$ 109,433.49
33" mains	2,347	EA	100 years	\$ 274.69	\$ 6,447.03
36" mains	45,867	EA	100 years	\$ 295.04	\$ 135,325.99
42" mains	25,270	EA	100 years	\$ 366.26	\$ 92,553.03
48" mains	26,845	EA	100 years	\$ 427.30	\$ 114,708.50
54" mains	19,335	EA	100 years	\$ 529.04	\$ 102,289.35
60" mains	16,848	EA	100 years	\$ 529.04	\$ 89,132.19
66" mains	7,752	EA	100 years	\$ 529.04	\$ 41,010.97
72" mains	7,283	EA	100 years	\$ 595.85	\$ 43,395.76
78" mains	1,521	EA	100 years	\$ 595.85	\$ 9,062.88
84" mains	1,102	EA	100 years	\$ 595.85	\$ 6,566.27
Storm Drain Lift Stations	5	EA	75 years	\$ 750,000.00	\$ 50,000.00
Annual Infrastructure Replacement Cost Estimate for SWU 1:					\$ 2,095,220.55

1 Replacement costs based on *Rate Analysis Report (Low Impact Development Stormwater Utility Fee)*, May 2022, prepared by Harris & Associates, [Table 4 Estimated Costs](#), escalated from May2022 ENR 20 Cities of 13004 to April 2023 ENR 20 Cities CCI of 13,230, unless otherwise noted.

2 The following infrastructure has been excluded from the Maintenance and Replacement cost estimates:

- Privately owned infrastructure
- Developer owned infrastructure
- State owned infrastructure
- County owned infrastructure
- Segments less than 10-inches in diameter
- Segments with no diameter provided

3 SDMHs with no size provided are assumed to be 48-in SDMHs

Total Costs

An annual County administration fee of \$0.30 per parcel is included in the program. An operating reserve equal to 10% of Operation and Maintenance costs is included, to provide the City with the means to address unexpected events and large unbudgeted expenses. The total costs, including annual administration fees and operating reserve are presented in Table 7 below.

TABLE 7 ESTIMATED TOTAL COSTS

Capital Improvement Projects in SWU 1 (15-years)	\$	3,258,377.77
Annual Infrastructure Maintenance Cost Estimate for SWU 1	\$	3,237,896.51
Annual Infrastructure Replacement Cost Estimate for SWU 1	\$	2,095,220.55
Total Annual CIP/Maintenance/Replacement Cost	\$	8,591,494.84
Annual Fee Administration (\$0.30 per parcel)	\$	5,991.60
Operating Reserve (10% of Maintenance Costs)	\$	323,789.65
Estimated Total	\$	8,921,276.09

Annual Escalator

An annual escalator is included to provide the City with the means to address continuing inflation and rising costs of goods and services. The storm drain utility fee shall be adjusted annually based on the increase in the Consumer Price Index, from December to December, during the preceding year, for All Urban Consumers All Items, for the San Francisco-Oakland-San Jose areas as published by the United States Department of Labor, Bureau of Labor Statistics. Should this index become unavailable, another comparable index shall be determined by Director of Public Works and approved by the City Council. The proposed annual escalator is consistent with the annual escalator that was incorporated with the City's Enhanced SWU II fee.

7. FEE CALCULATIONS

The estimated annual costs for the proposed storm drain improvements are \$8,921,276.09 as shown in Table 7 above. Dividing that by the total number of proposed DMU's in Rancho Cordova (56,899.30), the maximum estimated annual Stormwater Utility Fee rate is **\$156.79 per DMU**. This rate is to be implemented over a five-year period, as shown in Table 8 below. The maximum rate will be increased each subsequent Fiscal Year (starting year 6) by the annual change in the Consumer Price Index (CPI) from December to December, during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued, as determined by the Director of Public Works).

The actual rate to be levied each year will be as approved by the City at a public hearing, after they consider an Annual Fee Report outlining the estimated annual costs of the program for the ensuing fiscal year.

Table 8 provides existing annual fee and proposed sample fee calculations for various land uses and parcel sizes.

TABLE 8 SAMPLE CALCULATIONS

Land Use Description	Total Area (Acres)	Impervious Area (Acre)	DMUs	Existing Annual Fee	Sample Annual Fee Year 1	Sample Annual Fee Year 2	Sample Annual Fee Year 3	Sample Annual Fee Year 4	Sample Annual Fee Year 5
LDR1 parcels 0.167 acres or Less	0.16	--	1.000	\$70.09	\$82.39	\$96.79	\$113.69	\$133.59	\$156.79
LDR2 parcels greater than 0.167 but less than or equal to 0.250 acres	0.22	--	1.100	\$77.10	\$90.63	\$106.47	\$125.06	\$146.95	\$172.47
LDR3 parcels greater than 0.250 but less than or equal to 0.333 acres	0.30	--	1.175	\$82.36	\$96.81	\$113.73	\$133.59	\$156.97	\$184.23
LDR4 parcels greater than 0.333 but less than or equal to 0.500 acres	0.40	--	1.250	\$87.61	\$102.99	\$120.99	\$142.11	\$166.99	\$195.99
LDR5 parcels greater than 0.500 acres	1.00	--	1.563	\$109.52	\$128.73	\$151.23	\$177.64	\$208.73	\$244.98
Medium Density Residential 10 - 18 DU/AC	5.00	3.75	43.750	\$3,066.44	\$3,604.56	\$4,234.56	\$4,973.94	\$5,844.56	\$6,859.56
High Density Residential Greater than 18 DU/AC	5.00	3.75	46.875	\$3,285.47	\$3,862.03	\$4,537.03	\$5,329.22	\$6,262.03	\$7,349.53
Office	1.00	0.75	9.375	\$657.09	\$772.41	\$907.41	\$1,065.84	\$1,252.41	\$1,469.91
Commercial	1.00	0.70	8.750	\$613.29	\$720.91	\$846.91	\$994.79	\$1,168.91	\$1,371.91
Industrial	1.00	0.80	10.000	\$700.90	\$823.90	\$967.90	\$1,136.90	\$1,335.90	\$1,567.90
Private Recreation	1.00	0.25	3.125	\$219.03	\$257.47	\$302.47	\$355.28	\$417.47	\$489.97
Parks/Greenbelts	2.00	0.25	6.250	\$438.06	\$514.94	\$604.94	\$710.56	\$834.94	\$979.94
Public/Quasi Public	2.00	0.25	6.250	\$438.06	\$514.94	\$604.94	\$710.56	\$834.94	\$979.94

The Preliminary Charge Roll, which is a listing of each parcel to be charged a fee and its proposed maximum fee for FY 2024-25, will be on file in the office of the CityClerk at a future date.

Appeals Process

If a property owner disagrees with the calculation of his or her fee, based on the parcel area and estimated impervious percentage assigned to the property, then the property owner may appeal the calculation as follows:

1. Property owner must provide written documentation explaining the reason why the charge should be changed. This documentation must include:
 - a. The name, phone number, mailing address, and email address, if available, of the property owner.
 - b. The Assessor's Parcel Number (APN) of the property in question.
2. If additional documentation is required or insufficient documentation was submitted, a representative of the Department of Public Works (Staff) will notify the property owner in writing.
3. Once Staff has determined that sufficient documentation has been submitted, Staff will perform the initial review. Staff will notify the property owner in writing within four (4) weeks from the time sufficient documentation was submitted as to whether or not the fee amount will be changed.
 - a. If the determination is to change the fee amount, then the new fee amount will be documented within the City's fee database.
 - b. If the determination is that the fee should not be changed, the property owner can appeal Staff's decision to the Director of Public Works. The appeal must be made in writing and returned no later than four (4) weeks from the date of mailing of Staff's initial review decision. The Director of Public Works will notify the property owner in writing within four (4) weeks from the date of receipt of the appeal as to whether or not the fee amount will be changed.

If the owner of any parcel shall have reason to feel that the computation of the DMU for his/her parcel is not correct, that person may file an appeal with the Director of Public Works in the manner prescribed by the Director of Public Works. The Director of Public Works will consider all data provided by the appellant and shall render a decision in writing. The decision of the Director of Public Works will be final with respect to City action on the appeal.

Appeals will be accepted annually up until June 30 for inclusion on the following fiscal year's property tax roll submittal. However, if an appeal is granted by Staff or the Director of Public Works that does not permit inclusion for the following fiscal year's property tax roll submittal, a reimbursement will be provided to the property owner by the City.

Respectfully submitted:



Tamorah Bryant, PE
R.C.E No. C67205
Engineer of Work



EXHIBIT A

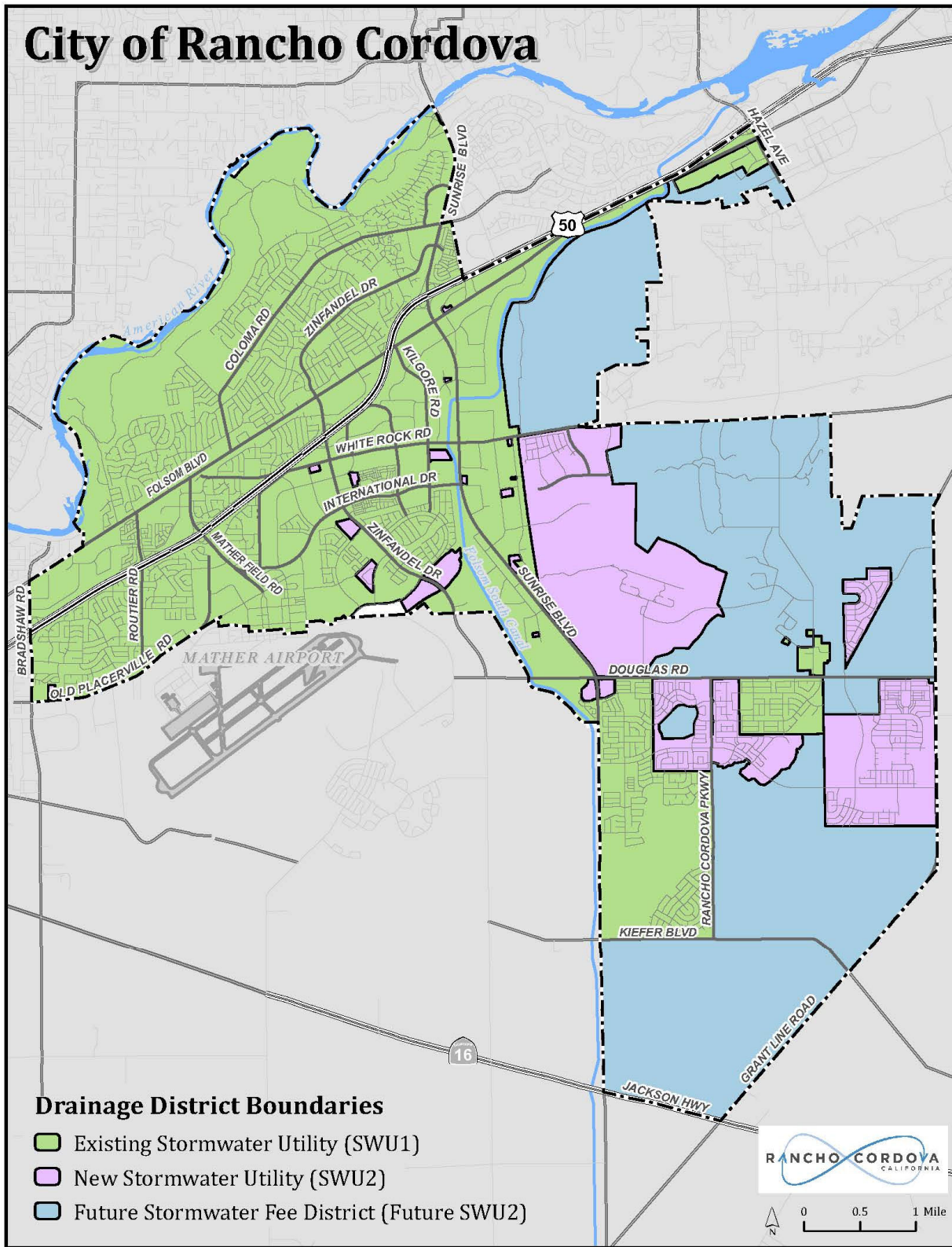


EXHIBIT B

Estimated Percent Impervious Based on Land Use

Land Use	Impervious ¹
Low Density Residential less than 0.167 acres	50%
Low Density Residential greater than 0.167 but less than or equal to 0.250 acres	40%
Low Density Residential greater than 0.250 acres but less than or equal to 0.333 acres	30%
Low Density Residential greater than 0.333 acres but less than or equal to 0.500 acres	25%
Low Density Residential greater than 0.500 acres (excluding the first 0.500 acres)	5%
Medium Density Residential	70%
High Density Residential (including Apartments and Mobile Home Parks)	75%
Condominiums	70%
Commercial Downtown Areas ²	80%
Commercial Neighborhood Areas	70%
Industrial	80%
Schools	50%
Parks	25%
Greenbelts	10%

Footnotes:

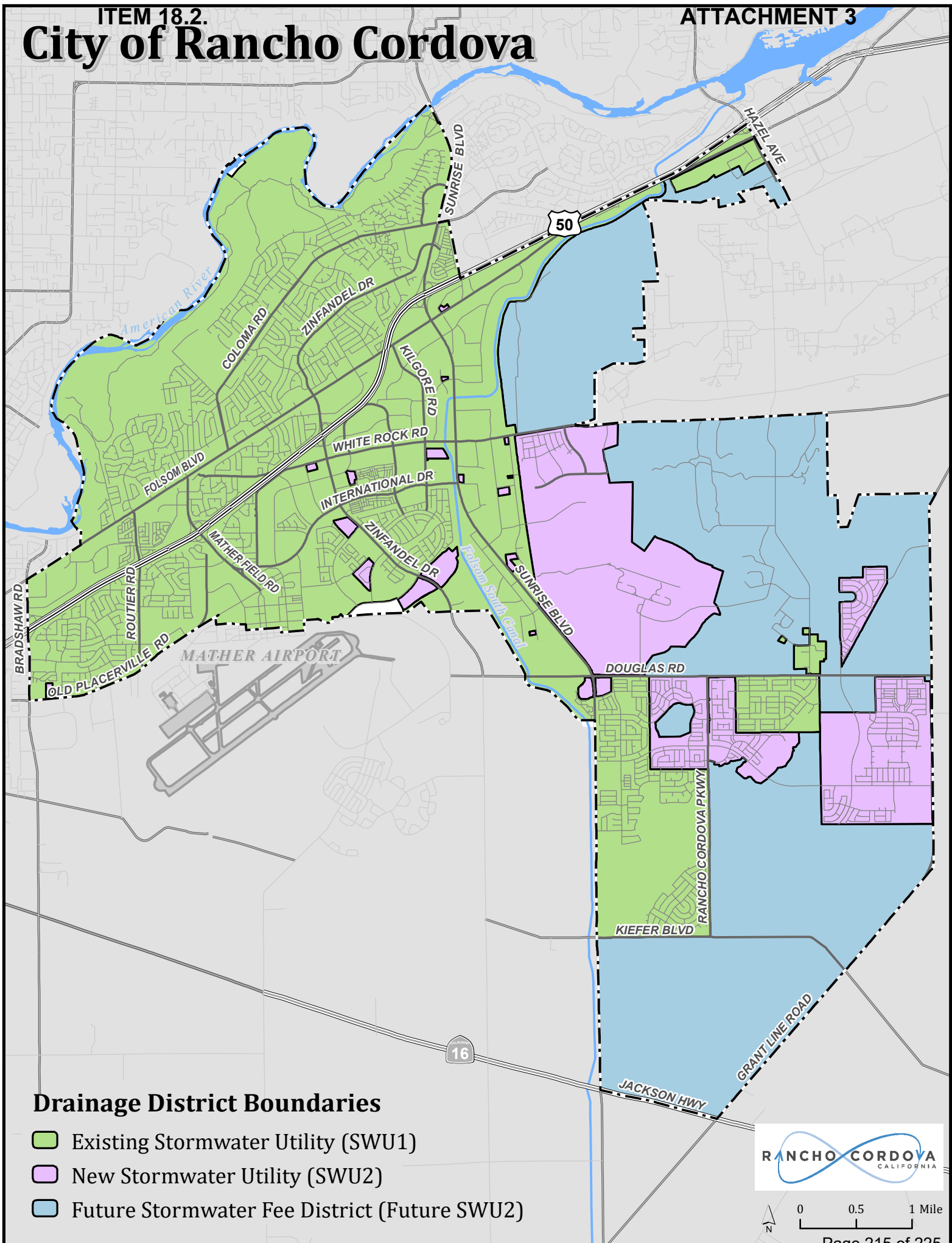
¹ Estimated impervious percentages are consistent with the Rancho Cordova Rate Analysis Report (Low Impact Development Stormwater Utility Fee), May 2022, and the Rancho Cordova Storm Drainage Impact Fee Program, July 2020, with the exception of Commercial and Industrial impervious percentages, which were modified in the Impact Fee Program to account for Low Impact Development fixtures and Hydromodification Management Plan Requirements placed on new development.

² City of Rancho Cordova Municipal Code Chapter 15.

Sources:

1. Yolo County City/County Drainage Manual, February 2010.
2. Stormwater Quality Design Manual for the Sacramento and South Placer Regions, May 2007.

City of Rancho Cordova



December 5, 2023

Dear City of Rancho Cordova Residential Stormwater Utility 1 Fee ("SWU 1") Customer:

**Notice of Protest Hearing on February 5, 2024, at 5:30 p.m.
Proposed Fee Increases for City of Rancho Cordova Stormwater Utility 1 Fee ("SWU 1")**

This notice contains information about proposed fee increases for City of Rancho Cordova Stormwater Utility 1 Fee ("SWU 1") scheduled for July 1, 2024, with subsequent annual increases corresponding with the Consumer Price Index for All-Urban Consumers All Items, for the San Francisco-Oakland-San Jose areas as published by the United States Department of Labor, Bureau of Labor Statistics. State law allows property owners and customers of record to protest proposed fee increases for some municipal services, including the maintenance and improvements of the stormwater system. The proposed fee increases will not be implemented if the majority of the affected property owners or customers of record submits a written protest. This letter contains instructions on filing a written protest.

Why is Stormwater Utility 1 Fee ("SWU 1") proposed to increase?

The City of Rancho Cordova created a Stormwater Utility Fee to cover the cost for the maintenance and improvements of the stormwater system. However, the SWU 1 fee revenue is not adequate to support the City's stormwater enterprise and, as a result, the General Fund has had to contribute funds to cover the SWU 1 deficits. In addition, inadequate revenues generated by the current SWU 1 fee have necessitated the deferral of capital improvements to the storm drain system. In order to continue to provide stormwater management services, the City of Rancho Cordova is proposing an increase to the Stormwater Utility Fee to provide adequate funding for maintenance and capital improvements of stormwater infrastructure.

What are the proposed new fees?

The following table is a comparison of the proposed SWU 1 Fee to the existing SWU 1 Fee. For this analysis, a typical Single Family Residential (SFR) unit and a 40,000 square foot Commercial parcel were selected for comparison purposes. This is meant to be illustrative, not representative of all parcels. For non-residential land uses, the proposed fees will change with size and specific land use. The total estimated SWU 1 district costs, including annual administration fees and operating reserve will be **\$8,921,276.**

Existing SWU 1 Fee:

Unit Service Charge	\$0.001583	per square foot of impervious parcel area
Administrative Charge	\$0.30	per parcel per month
Single Family Residential (Typical)	\$5.84	monthly charge
	\$70.09	annually
Multi-Family and Non-Residential	40,000	square foot - sample commercial/office parcel
	\$50.96	monthly charge
	\$611.47	annually

Proposed SWU 1 Fee:

Unit Service Charge	\$0.003740	per square foot of impervious area
Administrative Charge	\$0.30	per parcel per month
Single Family Residential	\$13.07	monthly charge
	\$156.79	annually
Multi-Family and Non-Residential	40,000	square foot - sample commercial/office parcel
	\$119.98	monthly charge
	\$1,439.75	annually

Proposed SWU 1 Fee – Five (5) Year Implementation:

	Year 1	Year 2	Year 3	Year 4	Year 5
	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29
Existing Annual Fee Per DMU	\$ 70.09				
Maximum Estimated SWU1 Fee ¹	\$ 156.79				
Step Increase Max Estimated SWU1 Fee ¹	\$ 82.39	\$ 96.79	\$ 113.69	\$ 133.59	\$ 156.79
Annual Increase (\$)	\$ 12.30	\$ 14.40	\$ 16.90	\$ 19.90	\$ 23.20
Annual Increase (%)	17.5%	17.5%	17.5%	17.5%	17.4%

¹ An annual increase will be applied in year 6 and all years thereafter, based on the increase in the Consumer Price Index, from December to December, during the preceding year, for All Urban Consumers All Items, for the San Francisco-Oakland-San Jose areas as published by the United States Department of Labor, Bureau of Labor Statistics. Should this index become unavailable, another comparable index shall be determined by Director of Public Works and approved by the City Council.

Protest Hearing on Proposed Rate Increase

As required by State law, the Rancho Cordova City Council will conduct a protest hearing to receive public comments on the proposed fee increases on **Tuesday, February 5th, at 5:30 p.m.** The location of the public hearing is the City Council Chambers in the Rancho Cordova City Hall located at 2729 Prospect Park Drive, Rancho Cordova, CA 95670. Residential property owners and customers of record may appear in person or virtually at the protest hearing to comment on the proposed fee increases. For any questions or comments regarding this rate increase process, please contact Dalia Fadl at 916-851-8718 or Dfadl@cityofranchocordova.org.

Instructions on Submitting a Written Protest to the Proposed Fee Increase

A valid written protest must be submitted to the City Clerk to formally protest the proposed fee increases. Property owners or customers of record for SWU 1 may submit a written protest by mail or in-person to the City Clerk at 2729 Prospect Park Drive, Rancho Cordova, CA 95670. Protests must include the following information to be deemed valid:

1. A statement that the proposed fee increase is being protested.
2. Name of the property owner or customer of record submitting the protest.
3. The assessor's parcel number and/or street address of the parcel submitting the protest.
4. Original wet signature, date, and printed name of the property owner or customer of record submitting the protest.
5. A statement by the named property owner or customer of record affirming the contents of the protest are true and correct.

Additional Instructions

- The following page contains a protest form that you may complete, sign, and return to the City Clerk.
- Protests submitted by email, fax, or photocopy do not count as written protests.
- Only one written protest per identified parcel will be counted.
- The City Clerk's Office will tabulate the protests at the conclusion of the public hearing, and any member of the public may observe the tabulation.
- All protests are public records and will be retained by the City Clerk for a minimum of two years.

Written Protest Form

You may complete, sign, and submit this form to protest the proposed SWU 1 increase scheduled for July 1, 2024, with subsequent annual increases corresponding with the Consumer Price Index for All-Urban Consumers All Items, for the San Francisco-Oakland-San Jose areas as published by the United States Department of Labor, Bureau of Labor Statistics. Please either mail or hand-deliver this form to the following address:

Stormwater Utility Rate Protest / Office of
the City Clerk Rancho Cordova City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670

This form must be received by the City Clerk at 2729 Prospect Park Drive, Rancho Cordova, CA 95670 prior to the close of the protest hearing, which begins at **5:30 p.m. on February 5, 2024**, in the City Council Chambers at Rancho Cordova City Hall. Protests submitted by email, fax or photocopy do not count as formal written protests.

1. Your Name (please print legibly):

2. I am the:

_____ Property Owner

3. Assessor's Parcel Number and/or Street Address

- 4. I hereby protest the proposed July 1, 2024, fee increases. (Please initial) _____**

5. By signing below, I certify that the contents of this protest are true and correct:

Original Wet Signature

Date

Stormwater Utility 1 Fee- Five-Year Schedule

	Year 1	Year 2	Year 3	Year 4	Year 5
	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29
Existing Annual Fee Per DMU	\$ 70.09				
Maximum Estimated SWU1 Fee ¹	\$ 156.79				
Step Increase Max Estimated SWU1 Fee ¹	\$ 82.39	\$ 96.79	\$ 113.69	\$ 133.59	\$ 156.79
Annual Increase (\$)	\$ 12.30	\$ 14.40	\$ 16.90	\$ 19.90	\$ 23.20
Annual Increase (%)	17.5%	17.5%	17.5%	17.5%	17.4%

¹ An annual increase will be applied in year 6 and all years thereafter, based on the increase in the Consumer Price Index, from December to December, during the preceding year, for All Urban Consumers All Items, for the San Francisco-Oakland-San Jose areas as published by the United States Department of Labor, Bureau of Labor Statistics. Should this index become unavailable, another comparable index shall be determined by Director of Public Works and approved by the City Council.

Land Use Description	Total Area (Acres)	Impervious Area (Acre)	DMUs	Existing Annual Fee	Sample Annual Fee Year 1	Sample Annual Fee Year 2	Sample Annual Fee Year 3	Sample Annual Fee Year 4	Sample Annual Fee Year 5
LDR1 parcels 0.167 acres or Less	0.16	--	1.000	\$70.09	\$82.39	\$96.79	\$113.69	\$133.59	\$156.79
LDR2 parcels greater than 0.167 but less than or equal to 0.250 acres	0.22	--	1.100	\$77.10	\$90.63	\$106.47	\$125.06	\$146.95	\$172.47
LDR3 parcels greater than 0.250 but less than or equal to 0.333 acres	0.30	--	1.175	\$82.36	\$96.81	\$113.73	\$133.59	\$156.97	\$184.23
LDR4 parcels greater than 0.333 but less than or equal to 0.500 acres	0.40	--	1.250	\$87.61	\$102.99	\$120.99	\$142.11	\$166.99	\$195.99
LDR5 parcels greater than 0.500 acres	1.00	--	1.563	\$109.52	\$128.73	\$151.23	\$177.64	\$208.73	\$244.98
Medium Density Residential 10 - 18 DU/AC	5.00	3.75	43.750	\$3,066.44	\$3,604.56	\$4,234.56	\$4,973.94	\$5,844.56	\$6,859.56
High Density Residential Greater than 18 DU/AC	5.00	3.75	46.875	\$3,285.47	\$3,862.03	\$4,537.03	\$5,329.22	\$6,262.03	\$7,349.53
Office	1.00	0.75	9.375	\$657.09	\$772.41	\$907.41	\$1,065.84	\$1,252.41	\$1,469.91
Commercial	1.00	0.70	8.750	\$613.29	\$720.91	\$846.91	\$994.79	\$1,168.91	\$1,371.91
Industrial	1.00	0.80	10.000	\$700.90	\$823.90	\$967.90	\$1,136.90	\$1,335.90	\$1,567.90
Private Recreation	1.00	0.25	3.125	\$219.03	\$257.47	\$302.47	\$355.28	\$417.47	\$489.97
Parks/Greenbelts	2.00	0.25	6.250	\$438.06	\$514.94	\$604.94	\$710.56	\$834.94	\$979.94
Public/Quasi Public	2.00	0.25	6.250	\$438.06	\$514.94	\$604.94	\$710.56	\$834.94	\$979.94

ITEM 18.2.



ATTACHMENT 6



Stormwater Utility Rate Assessment

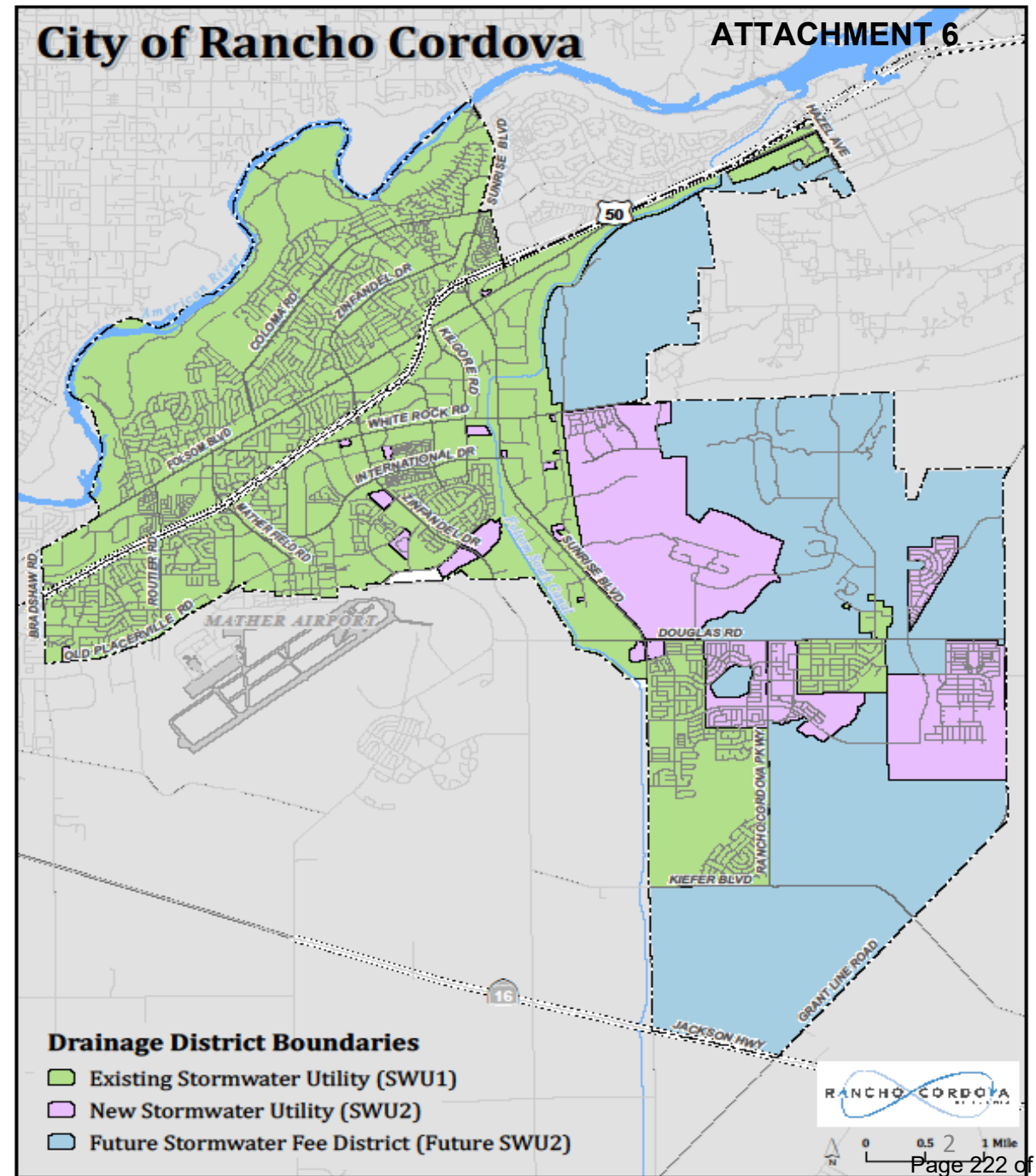
December 4, 2023

Background

Stormwater Utility I (SWUI)



- SWUI established in 1995 by Sacramento County.
- SWU is an enterprise fund- revenues and expenditures are segregated into a fund. Can only be used for stormwater program.
- No inflator/annual adjustment.
- MAP of SWUI & SWUII



Proposed Rate & Options



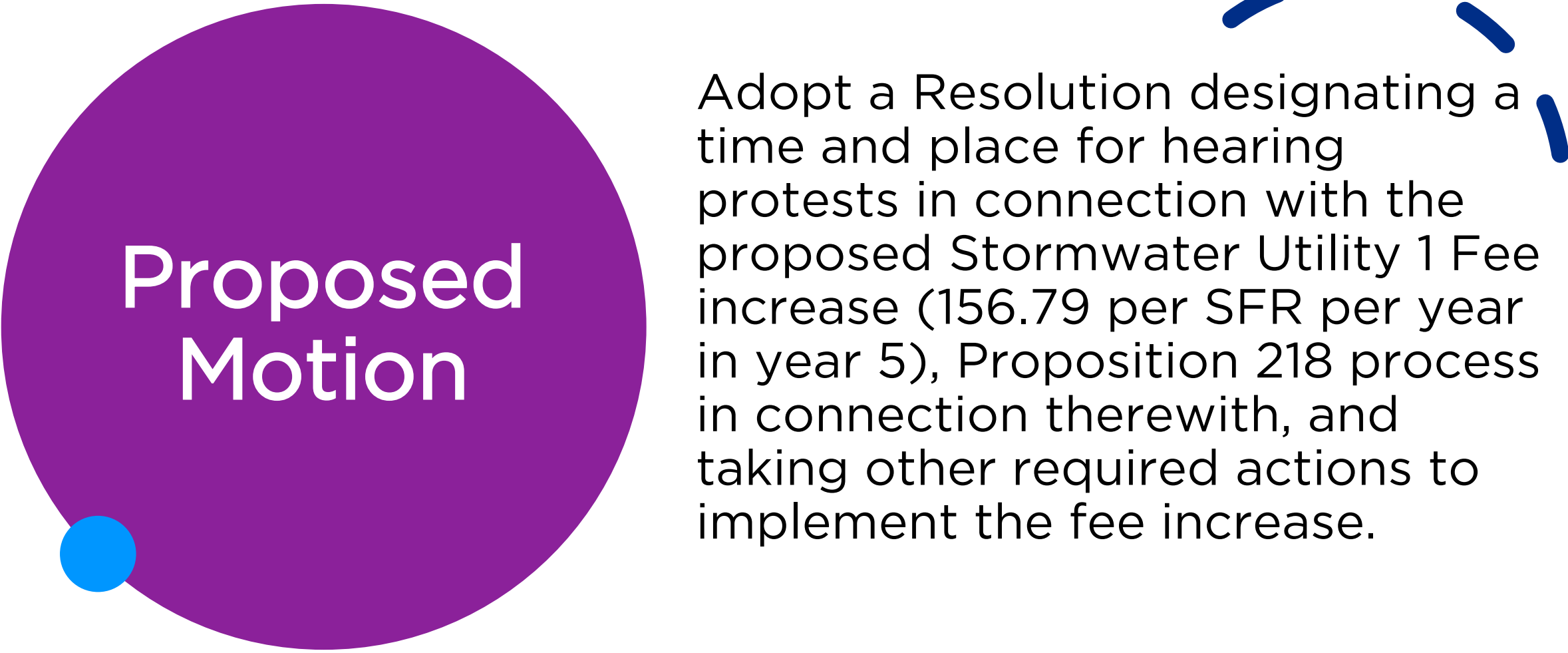
DMU- Single Family Residential

Stormwater Utility Rate	Year 1 FY24-25	Year 2 FY25-26	Year 3 FY26-27	Year 4 FY27-28	Year 5 FY28-29
Annual Fee	\$82.39	\$96.79	\$113.69	\$133.59	\$156.79
Annual Increase (\$)	\$12.30	\$14.40	\$16.90	\$19.90	\$23.20
% increase	17.5%	17.5%	17.5%	17.5%	17.4%

STORMWATER UTILITY RATE INCREASE

Prop 218 Process Schedule





Proposed Motion

Adopt a Resolution designating a time and place for hearing protests in connection with the proposed Stormwater Utility 1 Fee increase (156.79 per SFR per year in year 5), Proposition 218 process in connection therewith, and taking other required actions to implement the fee increase.