

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, May 6, 2024

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

How to Observe or Listen to the Meeting:

- Online via Zoom: <https://cityofranchocordova.zoom.us/j/81630466928>
Webinar ID: 816 3046 6928
- By phone: +1 669 900 6833 or +1 253 215 8782
Webinar ID: 816 3046 6928

Public Comment

Members of the public who wish to address the City Council may do so in person during the meeting by completing and submitting a Speaker Card to the City Clerk.

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranchocordova.org no later than 2:00 p.m. on Monday, May 6, 2024. 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.

If you have questions related to the City Council Meeting, please contact the City Clerk's Office at (916) 851-8720 before Monday, May 6, 2024, at 2:00 p.m.

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

At a special meeting, members of the public 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

3.1. **Subject:** Public Library Services Discussion.

Recommendation: Receive the presentation and provide feedback.

4. ADJOURNMENT TO CLOSED SESSION

Mayor Sander will adjourn the special meeting to closed session.

5. CLOSED SESSION CALL TO ORDER ROLL/ROLL CALL

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

6. CLOSED SESSION

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

6.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: Bleckely St, Assessor's Parcel Number (APN): 067-0010-093-0000, City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento. Under Negotiation: Price and Terms of Payment.

7. OPEN SESSION - REPORT FROM CLOSED SESSION

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

8. ADJOURN TO THE REGULAR MEETING

Mayor Sander will adjourn closed session to the Regular meeting.

9. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

10. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

11. PLEDGE OF ALLEGIANCE

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

12. INVOCATION

Ruby Smallwood with the Law Enforcement Chaplaincy will give the invocation.

13. PRESENTATIONS

- 13.1. May is Bike Month Presentation and Recognition of Local Cycling Champions.
- 13.2. Introduction of New Employees: Nicole Riggins, Code Enforcement Officer and Sean Colan, Code Enforcement Officer by Brittany Mariscal, Code Enforcement Supervisor. Austin Krehbiela, Deputy Probation Officer, and Jose Duran, Senior Probation Officer by Russ Ducharme, Neighborhood Services Manager.

14. PUBLIC COMMENT

Members of the public wishing to address the Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk.

For items on the agenda, speakers will be called 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.

15. COUNCIL REPORTS

16. CITY MANAGER'S REPORT

17. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 17.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of April 2, 2024, and the Special Meetings of April 23, 2024, and April 29, 2024.
Recommendation: Adopt the minutes.
- 17.2. **Subject:** Second Reading of an Ordinance of the City Council of the City of Rancho Cordova for the Second Amendment to the Development Agreement Between the City of Rancho Cordova and Cresleigh Homes Corporation Relative to the Sunridge Lot J Project.
Recommendation: Waive the second reading and adopt the Ordinance.
- 17.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2022-62-1 with Roush Landscape Services to Extend the Contract Term from June 30, 2025, to June 30, 2027, Resulting in an Increase to the Contract Amount from \$644,120 to an Amount not to Exceed \$2,384,960 for Continued Landscape Maintenance Services for Publicly-Owned Landscape Facilities.
Recommendation: Adopt the Resolution.
- 17.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-41 with McGuire Pacific Constructors for an Amount not to Exceed \$543,815 for On-Call Overhead and Street Signage Services.
Recommendation: Adopt the Resolution.
- 17.5. **Subject:** A Resolution Approving the Rate and Method of Apportionment of Special Taxes Within an Improvement Area to be Annexed into the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1.
Recommendation: Adopt the Resolution.

- 17.6. **Subject:** A Resolution Authorizing the City Manager to Execute a Predevelopment Grant Agreement with Ikaika Ohana for the Affordable Housing Crossing at Woodberry Project Located at 2738 Woodberry Way in the Amount of \$960,000 Utilizing the Prohousing Incentive Pilot Program Funding.
Recommendation: Adopt the Resolution.
- 17.7. **Subject:** A Resolution Authorizing the City Manager to Approve the Large Lot Final Map of Shalako, Subdivision No. FM-2022-001-01 and Execute Subdivision Improvement Agreement Contract No. 2024-57 with Shalako Investors.
Recommendation: Adopt the Resolution.
- 17.8. **Subject:** A Resolution Authorizing the City Manager to Execute Credit Agreement Contract No. 2024-53 with K. Hovnanian at Jaeger Ranch, LLC in the Amount of \$564,317 for the Construction of Public Offsite Trail Improvements.
Recommendation: Adopt the Resolution.
- 17.9. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-64 with Proud Audio Visual for Audio Visual System Upgrades to the American River North and South Conference Rooms for an Amount not to Exceed \$116,598.
Recommendation: Adopt the Resolution.
- 17.10. **Subject:** A Resolution Approving the Annexation of The Preserve into the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services).
Recommendation: Adopt the Resolution.

18. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 18.1. **Subject:** An Ordinance Amending Title 23, Chapter 23.113 Zoning Certification, Chapter 23.313 Mixed-Use Zoning District, Chapter 23.731 Fences, Walls, and Screening, Chapter 23.1104 Definitions and the Folsom Boulevard Specific Plan (CEQA Exemption Found in Guideline Section 15061(b)(3)).
Recommendation: Waive the first reading and introduce the Ordinance.
- 18.2. **Subject:** An Ordinance Amending Title 4, Chapter 4.54 Regulations and Prohibitions, and Title 9, Chapter 9.36 Park Regulations of the Rancho Cordova Municipal Code Regarding the Regulation of Social Host Fireworks and the Regulation of Illegal Fireworks in Parks.
Recommendation: Waive the first reading and introduce the Ordinance.

19. PUBLIC HEARING ITEMS

- 19.1. **Subject:** Valero Gas Station Beer and Wine Sales - Conditional Use Permit and Letter of Public Convenience and Necessity (Project not Subject to CEQA per Section 21080(b)(5)) - Project No. PLND-1023-0086.
Recommendation: The Applicant has withdrawn their request and no longer wishes to move forward with their application.
- 19.2. **Subject:** Declaring the Results of a Mail Ballot Election Relating to the Proposed Stormwater Utility 1 Fee Increase.
Recommendation: If a majority affirmative vote of the ballots returned is received, staff would return with a Resolution and Ordinance to implement the fee increase at the May 20, 2024, City Council Meeting. If a majority affirmative vote of the ballots returned is not received, then no action is needed.

20. REGULAR CALENDAR ITEMS

20.1. **Subject:** A Resolution Authorizing the City Manager to Submit a Proposed Action to Approve a Conditional Use Permit for the Mather Veterans Village Phase 4 Multifamily Housing Project for Homeless Veterans, Project No. PLND-0324-0095, to the Airport Land Use Commission, Pursuant to the Overrule Process of Public Utilities Code Section 21676(b), with Findings that the Proposed Action is Consistent with the Purposes of Public Utilities Code Section 21670.
Recommendation: Adopt the Resolution.

20.2. **Subject:** Planning Commission At-Large Member Nomination and Selection.
Recommendation: Nominate and make a motion to approve two (2) At-Large Planning Commission Members with terms that will expire in December 2026.

20.3. **Subject:** Growing Strong Neighborhoods Update.
Recommendation: Receive staff presentation and provide Council input.

21. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

22. 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.cityofranchocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

May 20, 2024	5:30 PM Regular Meeting
May 28, 2024	5:30 PM Special Meeting/Work Session
June 3, 2024	4:00 PM Special Meeting/5:30 PM Regular Meeting
June 17, 2024	5:30 PM Regular Meeting
June 25, 2024	5:30 PM Special Meeting/Work Session
July 1, 2024	4:00 PM Special Meeting/5:30 PM Regular Meeting
July 15, 2024	5:30 PM Regular Meeting

July 23, 2024

5:30 PM Special Meeting/Work Session

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, Persephonie Riley, Assistant City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the May 6, 2024, Regular Meeting of the Rancho Cordova City Council was posted and available for review on May 2, 2024, 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 May 2, 2024, at Rancho Cordova, California.



Persephonie Riley, CMC
Assistant City Clerk

MEMORANDUM



ITEM 3.1.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Stacy Delaney, Senior Management Analyst
SUBJECT: PUBLIC LIBRARY SERVICES DISCUSSION

RECOMMENDATION

Receive the presentation and provide feedback.

RESULT OF RECOMMENDED ACTION

An update to the City Council on how the Sacramento Public Library Authority provides public library services, as well as an update on the Rancho Cordova Branch Library, and strategies to serve the growing area.

BACKGROUND

The Rancho Cordova Branch Library was built in 1975 and serves the eastern region of Sacramento County, including the City of Rancho Cordova. The library was upgraded in 2010 and 2018, during which the children's area and staff areas were redone, a new teen area was created, and the shelving, carpeting, roof, and furniture were replaced. The library branch features a veterans' resource station, garden programs, and a popular community room.

In 2019, the County of Sacramento commissioned a library facilities master plan to outline recommended capital projects for the next 20 years. The master plan was finalized in April 2021. The Sacramento Public Library (SPL) released an updated Facilities Vision Plan in 2023. The vision for library spaces and facilities incorporates the ideas and input of Sacramento County residents, SPL staff, representatives of the Joint Powers Authority (JPA), and builds on the master plan which analyzed library usage, population, distribution and growth, transit options, local socio-economics, demographics, and county and city development plans. The planning process also evaluated SPL's 12 county branches based on facility tours, assessments, the strategic plan, and community conversations.

SPL provides public service at 28 library facilities, including the Rancho Cordova Library, which is provided by the JPA members. As the building owners, the JPA members are responsible for the routine and capital maintenance of the library buildings as well as for renovation, expansion, relocation, or replacement. SPL is responsible for library furnishings, materials, equipment, staffing, and custodial service. Funding for SPL operations comes from the County of Sacramento, City of Citrus Heights, City of Elk Grove, City of Galt, City of Isleton, and City of Rancho Cordova property taxes and City of Sacramento General Fund/Measure U and parcel tax revenues.

The City of Rancho Cordova expects almost 50% population growth by 2040 and neighboring unincorporated areas anticipate dramatic growth as well. Southeast Rancho Cordova is expected to grow significantly, as well as the nearby unincorporated developments. These new populations are far from existing libraries and will strain their capacity if not addressed.

The master plan recommends renovation and expansion of the Rancho Cordova branch. Additionally, in the future, a new branch or alternative strategies to serve the future growth area will be needed. The existing Rancho Cordova Library, in the future, will be too small to support the new growth, even if the recommended expansion and renovation take place.

FISCAL IMPACT AND FUNDING SOURCE

Funding for a future library is not currently budgeted.

ATTACHMENT(S)

1. Presentation



PUBLIC LIBRARY SERVICES DISCUSSION

May 6, 2024



PUBLIC LIBRARY SERVICES IN RANCHO CORDOVA

Agenda for today's Special Meeting:

- Overview of Sacramento Public Library and the Joint Powers Authority (JPA)
- Areas of Responsibility
- Additional and Expanded Library Facilities/Services
- Recommended Improvements
- Strategies to serve the growth area
- Alternate service models
- Available funding



FACILITIES WORKSHOP

- 12 of 426

JPA Responsibilities

Building Owners (i.e. City, County, etc.)

- Capital Improvements
 - Major building repair
 - Major building replacement
- Capital Repairs
 - Roofing
 - HVAC system
 - Plumbing
 - Other elements
- New and Expanded Facilities

Authority

- Operate the Library Facility
- Library Services
- Facilities
 - Janitorial
 - Landscaping
 - Routine Maintenance
 - Security

Responsibilities-Simplified

If you turn the building upside down, whatever falls out is the responsibility of the library.



2007 JPA Section 12 b:

- Future Facilities
 - Each party shall provide capital funding for future facilities within its own jurisdiction, including furniture, fixtures and equipment (FF&E), technology resources, and opening day collection, and shall be responsible for construction of new and remodeled facilities. FF&E, technology resources, and the opening day collection shall become the property of the Authority when the facility is turned over to the Authority for operation.

Additional And Expanded Libraries

Article 13 – Joint Powers Authority Agreement

- Library square footage per capita
- Population growth
- Service demand factors
- Existing facilities
- Growth in property tax revenues
- Status of other future capital development proposals
- Other appropriate factors
- Availability of capital and operating funds
- Operations at new libraries will be funded at the same level of Base Services as at similar existing libraries.

Additional And Expanded Libraries-Key Data Indicators

Location	Jurisdiction	Square Foot	2020 Service Population	Square Footage Per Capita	Circulation 5 year average	Annual Patron Visits 5 Year Average	Annual Programs All Ages 5 Year Average
Arcade	County of Sacramento	12,686	47,582	0.3	123,699	112,649	208
Arden-Dimick	County of Sacramento	11,901	36,870	0.3	216,956	150,844	337
Carmichael	County of Sacramento	20,690	87127	0.2	374,348	248,106	369
Central	City of Sacramento	160,000	20866	7.7	225,834	296,454	293
Colonial Heights	City of Sacramento	12,211	85,370	0.1	123,608	117,333	239
Belle Cooledge	City of Sacramento	12,000	41,113	0.3	262,778	160,890	402
Courtland	County of Sacramento	2,325	935	2.5	15,013	28,836	89
Del Paso Heights	City of Sacramento	5,425	25,782	0.2	38,267	71,486	138
*Elk Grove	City of Elk Grove	13,850	99,423	0.1	245,070	156,623	271
Fair Oaks	County of Sacramento	12,000	63,332	0.2	238,345	146,058	290
Franklin	City of Elk Grove	19,621	112,280	0.2	245,338	204,507	271
Galt	City of Galt	4,225	30,760	0.1	88,390	63,925	162
Isleton	City of Isleton	1,700	2,728	0.6	21,927	29,906	152
Martin Luther King, Jr.	City of Sacramento	15,078	50,864	0.3	74,145	98,393	173
McClatchy	City of Sacramento	2,557	12,812	0.2	91,526	59,523	146
McKinley	City of Sacramento	4,681	37,465	0.1	124,374	100,406	179
North Highlands	County of Sacramento	12,890	121891	0.1	165,571	124,772	331
North Natomas	City of Sacramento	22,645	63056	0.4	180,191	204,795	215
North Sacramento	City of Sacramento	4,000	32,496	0.1	39,889	93,493	121
Orangevale	County of Sacramento	7,910	30,729	0.3	90,359	72,878	131
Pocket-Greenhaven	City of Sacramento	15,000	46,605	0.3	146,669	138,193	361
**Rancho Cordova	City of Rancho Cordova	12,500	134,978	0.1	240,768	149,733	297
Rio Linda	County of Sacramento	7,778	22282	0.3	38,060	44,025	171
South Natomas	City of Sacramento	13,615	39,871	0.3	126,145	115,425	302
Southgate	County of Sacramento	12,000	78,406	0.2	85,525	114,387	191
Sylvan Oaks	City of Citrus Heights	12,968	63332	0.2	186,073	151,136	194
Valley Hi - N. Laguna	City of Sacramento	20,505	40,258	0.5	208,119	162,182	410
Walnut Grove	County of Sacramento	3,580	1907	1.9	17,332	20,779	104

*Includes Vineyard Service Area

**Includes Sunrise Douglas Service Area

Additional And Expanded Libraries-Population Growth

Population Growth-10 Year Average

Citrus Heights	0.53%
Elk Grove	1.42%
Galt	0.9%
Isleton	0.3%
Rancho Cordova	1.93%
Sacramento	0.92%
Unincorporated County	0.69%
Systemwide	1.0%



Sacramento Public Library
Facilities Vision

FINAL REPORT | 20 July 2023



2023 Facilities Vision Plan:

- Guides decision-making about investments in library facilities in Sacramento communities over the next 10 to 20 years.



Rancho Cordova Library



Year Built	1975
Square Footage	12,500 sq ft
Updates	2010, 2018, 2019 (furniture)
Five Year Facility Condition Index	12%
Condition	B
Five Year Maintenance Costs	\$1,180,000
Circulation FY 23	159,010
Door Count FY 23	102,290
Deficiencies	• Lacks enough room for community needs or staff operations. • Substantial maintenance needs and ADA shortcomings. • Renovation and expansion recommended.

Rancho Cordova Library-Recommended Improvements

County of Sacramento Library Facilities Cost Models		RANCHO CORDOVA EXPANSION + REFRESH	
		January 2021 \$	
BUDGET	Unit Cost	Units	\$
Hard Costs			
Site Preparation		SITE COSTS NOT INCLUDED	
Building			
Library- TI	\$41 / GSF	12,500 GSF	\$510,000
Library - New	\$648 / GSF	2,675 GSF	\$1,732,598
Site Development and Parking		SITE COSTS NOT INCLUDED	
Subtotal Building & Site Preparation & Construction		\$2,242,598	
Design Contingency & Markups		10%	\$224,260
Subtotal - Building and Site Construction		\$2,466,857	
Furniture, FF&E			
FF&E Library	\$40 / GSF	2,675 GSF	\$107,000
Technology - Library	\$20 / GSF	2,675 GSF	\$53,500
Signage	\$10 / GSF	2,675 GSF	\$26,750
Subtotal FF&E		\$187,250	
FF&E Design Contingency & Soft Cost		10%	\$18,725
Subtotal - FF&E/Technology		\$205,975	
Escalation			
Escalation (per year)			\$0
Hard Cost Contingency	15%		\$401,000
Subtotal - Escalation and Project Contingency		\$401,000	
Total Hard Cost Budget		\$3,074,000	
Soft Costs			
Design, CM, permits, city fees, etc.	35%		\$863,500
Soft Costs Contingency	15%		\$129,600
Total Soft Cost Budget		\$993,000	
TOTAL PROJECT BUDGET		\$4,067,000	



Highlights

- Renovate and Expand Facility
- Enlarge Community Room
- Enlarge Staff Area
- Enlarge Public Floor
- ADA Enhancements

Rancho Cordova Library-New Site

County of Sacramento Library Facilities Cost Models		2ND RANCHO CORDOVA - BUILD NEW	
		January 2021 \$	
BUDGET	Unit Cost	Units	\$
Hard Costs			
Site Preparation		SITE COSTS NOT INCLUDED	
Building			
Library - New	\$648 / GSF	25,000 GSF	\$16,192,500
Site Development and Parking		SITE COSTS NOT INCLUDED	
Subtotal Building & Site Preparation & Construction			\$16,192,500
Design Contingency & Markups		10%	\$1,619,250
Subtotal - Building and Site Construction			\$17,811,750
Furniture, FF&E			
FF&E Library	\$40 / GSF	25,000 GSF	\$1,000,000
Technology - Library	\$20 / GSF	25,000 GSF	\$500,000
Signage	\$10 / GSF	25,000 GSF	\$250,000
Safety and security	\$8 / GSF	25,000 GSF	\$200,000
Subtotal FF&E			\$1,950,000
Opening Day Collection			\$200,000
FF&E Design Contingency & Soft Cost		10%	\$195,000
Subtotal - FF&E/Technology			\$2,345,000
Escalation			
Escalation (per year)			\$0
Hard Cost Contingency	10%		\$2,015,700
Subtotal - Escalation and Project Contingency			\$2,015,700
Total Hard Cost Budget			\$24,322,000
Soft Costs			
Design, CM, permits, city fees, etc.	35%		\$6,234,200
Soft Costs Contingency	10%		\$623,500
Total Soft Cost Budget			\$6,858,000
TOTAL PROJECT BUDGET			\$31,180,000



Highlights

- Southeast Rancho Cordova
- 25,000 sq. ft. facility
- Single Story

Alternate Service Models



FUNDING LIBRARY PROJECTS

- Typical funding options
- Improvements versus capital projects
- Interim or Temporary Options
- Amount currently available
- Discussion and next steps



CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Tuesday, April 2, 2024

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Vice Mayor Pulipati called the Regular meeting to order in the David B. Roberts Council Chambers at 5:33 p.m.

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

Council Members Absent: David Sander

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Derald Langwell led the pledge.

4. INVOCATION

Julia Steinbach with the United Methodist Church of Rancho Cordova gave the invocation.

5. PRESENTATIONS

5.1. Presentation of Proclamation to Blessings in a Backpack for its Tenth Anniversary.

5.2. Presentation of Proclamation for Fair Housing Month.

ITEM 17.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, April 2, 2024

ATTACHMENT 1

- 5.3. May the 4th be with you! A Special Presentation and Invitation from E-Sports Gaming!
- 5.4. Council Member Linda Budge's Birthday on April 10, 2023.

6. PUBLIC COMMENT

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

1. Jessa Rego

Vice Mayor Pulipati closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Item 9.6 was pulled for separate discussion.

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

ACTION: Motion to approve items 9.1 through item 9.5, and item 9.7 by Terry second by Budge;

Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Terry, and Pulipati

NOES: None

ABSENT: Sander

ABSTAIN: None

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of March 18, 2024, and the Special Meeting of March 21, 2024.
Recommendation: Adopt the minutes.
- 9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-284-1 with Sacramento Splash to Extend the Contract Term from June 30, 2024, to June 30, 2026, which would Result in an Increase to the Contract Amount from \$120,000 to an Amount not to Exceed \$202,400 for Stormwater Outreach Services.
Recommendation: Adopt the Resolution.
- 9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 53-2019-2 with MCE Corporation to Extend the Contract Term from June 30, 2024, to June 30, 2027, Resulting in an Increase to the Contract Amount from \$4,475,000 to an Amount not to Exceed \$6,612,000 for Citywide Operations and Maintenance Support Services.
Recommendation: Adopt the Resolution.
- 9.4. **Subject:** A Resolution Increasing the Annual Stormwater Utility Fee (SWU2) for Fiscal Year 2024-2025.
Recommendation: Adopt the Resolution.
- 9.5. **Subject:** A Resolution Approving the Rate and Method of Apportionment of Special

ITEM 17.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, April 2, 2024

Taxes Within Improvement Areas to be Annexed into the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1.

Recommendation: Adopt the Resolution.

- 9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-43 with Pacific States Environmental Contractors, Inc. in an Amount not to Exceed \$1,034,565 for the Soil Remediation Project Construction at 10153-10179 Folsom Boulevard.

Recommendation: Adopt the Resolution.

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

1. James Garcia
2. Helen Whelan-Bashaw

Vice Mayor Pulipati closed the public comment period.

ACTION: Motion to approve item 9.6. by Terry second by Budge;
Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Terry, and Pulipati

NOES: None

ABSENT: Sander

ABSTAIN: None

- 9.7. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-39 with Tetra Tech, Inc. in an Amount not to Exceed \$738,900.68 to Provide the Environmental Engineering Services for the Soil Remediation Project Construction at 10153-10179 Folsom Boulevard.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

1. James Garcia
2. Helen Whelan-Bashaw

Vice Mayor Pulipati closed the public comment period.

ACTION: Motion to approve item 10.1 with amendment of Ordinance requested by City Attorney Adam Lindgren by Terry second by Budge;
Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Terry, and Pulipati

NOES: None

ABSENT: Sander

ABSTAIN: None

- 10.1. **Subject:** An Ordinance of the City Council of the City of Rancho Cordova for the Second Amendment to the Development Agreement Between the City of Rancho Cordova and Cresleigh Homes Corporation Relative to the Sunridge Lot J Project.

Recommendation: Waive the first reading and introduce the Ordinance.

ITEM 17.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, April 2, 2024

ATTACHMENT 1

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** Corridor Enhancement Plan Project Update.

Recommendation: Receive the presentation and provide feedback.

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

1. Helen Whelan-Bashaw

Vice Mayor Pulipati closed the public comment period.

ACTION: Input was received regarding the Corridor Enhancement Plan Project Update.

12.2. **Subject:** Fiscal Year 2023-2024 Mid-Year Financial Update Report.

Recommendation: Receive the Fiscal Year 2023-24 Mid-Year Financial Report.

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

ACTION: Input was received regarding Fiscal Year 2023-2024 Mid-Year Financial Update Report.

12.3. **Subject:** American Rescue Plan Act (ARPA) Update.

Recommendation: Receive presentation and provide input.

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

ACTION: Input was received regarding the American Rescue Plan Act (ARPA) Update.

12.4. **Subject:** Fiscal Year 2024-2025 Community Enhancement & Investment Fund Grant Applications.

Recommendation: Staff to introduce and provide an update on the Fiscal Year 2024-2025 Community Enhancement & Investment Fund grant applications received for Council consideration.

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

1. Derald Langwell

Vice Mayor Pulipati closed the public comment period.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURNMENT

Vice Mayor Pulipati adjourned the meeting at 7:34 p.m.

ITEM 17.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, April 2, 2024

Stacy Leitner, CMC
City Clerk

ATTACHMENT 1

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Tuesday, April 23, 2024

5:30 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 Sander called the Special meeting to order in the David B. Roberts Council Chambers at 5:42 p.m.

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

Council Members Absent: None

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

2. PUBLIC COMMENT

Mayor Sander stated that public comment would take place at the time the agenda item was heard.

3. SPECIAL MEETING

- 3.1. **Subject:** Presentation on Fiscal Year 2024-25 Community Enhancement & Investment Fund Grant Applications.

Recommendation: Receive staff recommendations on the Fiscal Year 2024-25 Community Enhancement & Investment Fund grant applications.

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

1. Allie Dumas
2. Will Logo

ITEM 17.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, April 23, 2024

ATTACHMENT 2

3. Mike Marando
4. Deepak Gilra
5. Jenn Nidoy
6. Ed Kazmarek
7. Joshua Domingos
8. Ken Press
9. Bhaskar Vempati
10. Ashley Wilson
11. Derald Langwell
12. Nicole Mehta

Mayor Sander closed the public comment period.

Council Member Terry recused himself from application number 25 due to a conflict of interest related to his wife's employment with the organization in application 25.

ACTION: Motion to approve staff recommendation regarding application number 25 by Budge second by Gatewood;
Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Pulipati, and Sander

NOES: None

ABSENT: None

RECUSED: Terry

ACTION: Input was received regarding the Presentation on Fiscal Year 2024-25 Community Enhancement & Investment Fund Grant Applications.

4. ADJOURNMENT

Mayor Sander adjourned the meeting at 7:49 p.m.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, April 29, 2024

**5:30 PM – 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

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

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

Council Members Absent: Garrett Gatewood

Staff Members Present: Haley Arata, Adam Lindgren, Persephonie Riley, and Micah Runner

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Mayor Sander adjourned the meeting to closed session at 5:33 p.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the closed session to order at 5:34 p.m.

Council Members Present: Linda Budge, Garrett Gatewood (arrived at 6:21 p.m.), Siri Pulipati, Donald Terry, and Mayor David Sander

Council Members Absent: None

ITEM 17.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, April 29, 2024

ATTACHMENT 3

Staff Members Present: Adam Lindgren and Micah Runner

5. CLOSED SESSION

Council met in closed session to discuss the following items:

- 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, and DOES 1-10 Respondent; Dermody Properties, and DOES 11-20 Real Parties in Interest. Sacramento Superior Court Case No. 23WM000052.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that the Council took up four cases, staff was given direction, and no reportable action was taken in closed session.

7. ADJOURNMENT

Mayor Sander adjourned the meeting at 7:03 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 17.2.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA FOR THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND CRESLEIGH HOMES CORPORATION RELATIVE TO THE SUNRIDGE LOT J PROJECT**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would result in an amendment to the Development Agreement (DA) for Sunridge Lot J which would modify the terms of the DA to extend the expiration date to June 18, 2029, as further described in Attachment 2 of this staff report.

BACKGROUND

On April 2, 2024, the City Council waived the first reading and passed to a second reading of the Ordinance.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance - Second Amendment to Cresleigh Development Agreement

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2024

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE
SUNRIDGE LOT J PROJECT**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ORDAINS AS FOLLOWS:

SECTION 1. Recitals.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a development agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties.

B. On May 15, 2006, the City and Cresleigh Homes Corporation entered into a Development Agreement for the Sunridge Lot J Project, consisting of 82 acres of low-density residential development (Ordinance No. 21-2006). The Sunridge Lot J Project is located at the southeast corner of Douglas Road and Rancho Cordova Parkway (hereinafter known as the "Property").

C. On April 17, 2006, the City approved an Initial Study and a Mitigated Negative Declaration ("MND") for the Tentative Subdivision Map of the Sunridge Lot J Project, pursuant to the California Environmental Quality Act ("CEQA"). In the Initial Study and MND, the City concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the City in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance No. 21-2006, which adopted the Development Agreement, are still accurate and relevant to this Amendment.

D. On May 19, 2014, the City Council adopted Ordinance No. 10-2014, which was recorded in the Official Records of Sacramento County as Book 20140723 Page 0827. The Ordinance amended certain sections of the Development Agreement including certain project approvals, the term of the Development, park development, and dedication obligations, among other material terms.

E. Pursuant to Government Code section 65868, the City and Landowner desire to modify the Development Agreement to extend the term of the Development Agreement to June 18, 2029.

F. On April 2, 2024, the City Council, as the legislative body for the purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing. Following the public hearing, the Applicant is required to pay all costs associated with processing of the Second Amendment and maintain a minimum \$5,000 deposit with the City for Development Agreement compliance review as the Project builds out.

SECTION 2. Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are incorporated herein; (b) the City of Rancho Cordova's General Plan and General Plan EIR; (c) the SDCP/SRSP EIR; and (d) the Sunridge Lot J MND, the City Council finds and determines that:

- A.** The Second Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in that: (a) the Project remains predominantly low-density residential and consistent with the General Plan and Zoning Code; (b) the only change made to the Development Agreement is to extend the term under the same terms and conditions previously approved.
- B.** Because the Second Amendment only extends the term of the Development Agreement, it is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the Property is located.
- C.** The Second Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Second Amendment will continue to implement land use guidelines set forth in the General Plan and help fund infrastructure needed to serve new development.
- D.** The Second Amendment will not be detrimental to the health, safety, and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan.
- E.** The Second Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan.
- F.** The Second Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5 and has been processed consistent with all the procedural requirements thereof.

SECTION 3. Approval of Second Amendment to Development Agreement. The City Council hereby approves the Second Amendment to the Development Agreement, attached to this Ordinance and incorporated herein by reference as Exhibit A, and authorizes the City Manager to sign the amended Development Agreement after the effective date of this Ordinance.

SECTION 4. CEQA. Approval of this Ordinance Amendment is exempt from further environmental review under the general rule in California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed Ordinance is exempt from CEQA because the only change is an extension of the term and it can therefore be seen with certainty that there will be no significant effect on the environment.

SECTION 5. Recordation. Within ten (10) days after the Second Amendment to the Development Agreement is executed by the City Manager, the City Clerk shall submit the Amendment to the County Recorder for recordation.

SECTION 6. 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

ITEM 17.2.

ATTACHMENT 1

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 7. 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 30 days after its adoption and, pursuant to Government Code section 66017(a), the fees established hereby shall be effective 60 days after the adoption of this Ordinance.

PASSED AND ADOPTED, by the City Council of the City of Rancho Cordova this 6th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ITEM 17.2.

**ATTACHMENT 2
Exhibit A to the Ordinance**

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**SECOND AMENDMENT OF
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND CRESLEIGH
HOMES CORPORATION
RELATIVE TO SUNRIDGE LOT J**

SECOND AMENDMENT OF
DEVELOPMENT AGREEMENT BY
AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND CRESLEIGH HOMES
CORPORATION

RELATIVE TO SUNRIDGE LOT J

This Second Amendment of the Development Agreement (“Second Amendment”) is entered into as of this ____ day of _____ 2024, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (“City”), and CRESLEIGH HOMES CORPORATION, a California Corporation (“Landowner”) pursuant to Government Code section 65864 et. seq., relating to Development Agreements. City and Landowner are hereinafter collectively referred to as the “Parties,” and singularly as “Party.”

RECITALS

A. City and Landowner entered into a Development Agreement (the “Development Agreement”) dated May 15, 2006, and recorded on July 18, 2006, in the Official Records of Sacramento County as Book 20060718 Page 0928 establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Development Agreement (the “Property”).

B. City and Landowner entered into a First Amendment to the Development Agreement which was adopted by the City Council through Ordinance No. 10-2014 on May 19, 2014, and recorded in the Official Records of Sacramento County as Book 20140723 Page 0827 which amended certain sections of the Development Agreement including certain project approvals, the term of the Development Agreement, park development and dedication obligations among other material terms.

C. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development Agreement to extend the Term of the Development Agreement to June 18, 2029.

D. This Second Amendment affects the entire Property as more precisely defined in Exhibits “A-1” and “A-2” of the Development Agreement. This First Amendment is authorized by Section 11.2 of the Development Agreement and shall run with the Property.

E. On April 2, 2024, the City Council held a public hearing and introduced City Council Ordinance No. XX-2024 approving this Second Amendment. City adopted City Council Ordinance __-2024 on May 6, 2024. On May 6, 2024, by Ordinance No. __-2024, the City Council found the adoption of this Second Amendment exempt from CEQA under Public Resources Code Section 21166 as the impacts of the Project have already been analyzed, and no substantial changes result from this Second Amendment.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of the Development Agreement. The following sections of the Development Agreement are hereby amended as follows:

ITEM 17.2.

ATTACHMENT 2
Exhibit A to the Ordinance

2. **Revised Section 5.2.** City and Landowner agree that Section 5.2 of the Development Agreement is hereby deleted in its entirety and replaced with the following:

“**5.2 Term.** Upon execution of the Second Amendment, the term of this Development Agreement shall commence on the Effective Date and extend to June 18, 2029, which date is a period of 5 (five) years and 13 (thirteen) days from the effective date of City Ordinance No. XX-2024 approving the Second Amendment, unless said term is terminated, modified or extended by circumstances set forth in this Development Agreement. Following the expiration of the term, this Development Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.”

3. **Consistency with General Plan.** The City Council has found and determined that this Second Amendment is consistent with the General Plan and the Sunridge Specific Plan.

4. **Amendment Applicable to Property.** This Second Amendment applies to development of the Property and does not affect or apply in any manner with respect to the development of any other property within the Sunridge Specific Plan Area.

5. **Amendment.** This Second Amendment amends, but does not replace or supersede, the Development Agreement except as specified herein. As amended hereby with respect to the Property, the Development Agreement remains in full force and effect.

6. **Incorporation of Recitals.** The Preamble, Recitals, and all exhibits attached hereto are incorporated into this Second Amendment as if set forth herein in full.

7. **Effective Date and Term of Second Amendment.** The Effective Date of this Second Amendment is June 5, 2024 which is the effective date of City Ordinance No. __-2024, adopting this Second Amendment.

City Manager Authorization. City, a municipal corporation, has authorized this Second Amendment to be executed in two (2) duplicate originals, each of which is deemed to be an original, by its City Manager and attested to by its City Clerk under the authority of Ordinance No. __-2024 adopted by the City Council on the 6th day of May, 2024, and has caused this Second Amendment to be executed.

“CITY”

“LANDOWNER”

CITY OF RANCHO CORDOVA,
a municipal corporation

CRESLEIGH HOMES CORPORATION, a
CALIFORNIA CORPORATION

By: _____

By: _____

Name: Micah Runner

Name:

Its: City Manager

Its:

Date: _____

Date: _____

ATTEST:

City Clerk

MEMORANDUM



ITEM 17.3.

DATE: May 6, 2024

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2022-62-1 WITH ROUSH LANDSCAPE SERVICES TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2025, TO JUNE 30, 2027, RESULTING IN AN INCREASE TO THE CONTRACT AMOUNT FROM \$644,120 TO AN AMOUNT NOT TO EXCEED \$2,384,960 FOR CONTINUED LANDSCAPE MAINTENANCE SERVICES FOR PUBLICLY-OWNED LANDSCAPE FACILITIES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract Amendment No. 2022-62-1 with Roush Landscape Services for landscape maintenance services. The amendment would extend the contract term from June 30, 2025, to June 30, 2027, resulting in an increase to the contract amount from \$644,120 to an amount not to exceed \$2,384,960 for continued landscape maintenance services for publicly-owned landscape facilities.

BACKGROUND

The City is responsible for landscape maintenance of City-owned parcels including street medians and frontages, bicycle trails, pedestrian paseos, and neighborhood greens in newly developed areas of the City. Well-maintained landscaping contributes to the beauty and positive image of Rancho Cordova neighborhoods. In July 2022, the City entered into an agreement with Roush Landscape Services (Contract No. 2022-62) to provide landscape maintenance services. The work scope for this contract includes turf mowing and edging, tree and shrub pruning, irrigation system maintenance, fertilization, litter removal, and weed control.

Since the execution of this contract, twelve new landscaped areas have been added to the contract scope, resulting in the need to increase the contract amount to continue to receive services for the remaining thirteen-month term. At this time, staff is also seeking approval of a two-year contract extension, which will result in an additional increase to the contract amount. Staff anticipates the completion of additional landscape areas during the contract term that will be maintained under this contract.

City staff recommends the approval of Contract Amendment No. 2022-62-1 with Roush Landscape Services to extend the contract term from June 30, 2025, to June 30, 2027, resulting in an increase to the contract amount from \$644,120 to an amount not to exceed \$2,384,960 for continued maintenance services. This revised contract amount will fund 37 months of service.

The City will conduct a competitive request for proposals and execute a new contract for the term beginning July 1, 2027.

FISCAL IMPACT AND FUNDING SOURCE

The contract will be funded by special districts and has no impact on the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2022-62-1

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2022-62-1 WITH ROUSH LANDSCAPE SERVICES TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2025, TO JUNE 30, 2027, RESULTING IN AN INCREASE TO THE CONTRACT AMOUNT FROM \$644,120 TO AN AMOUNT NOT TO EXCEED \$2,384,960 FOR CONTINUED LANDSCAPE MAINTENANCE SERVICES FOR PUBLICLY-OWNED LANDSCAPE FACILITIES

WHEREAS, in July 2022, the City entered into a three-year agreement with Roush Landscape Services (Contract No. 2022-62) to provide landscape maintenance services in newly developed areas; and

WHEREAS, since the execution of this contract, twelve (12) new landscaped areas have been added to the contract scope, resulting in the need to increase the contract amount to continue to receive services for the remaining thirteen-month term; and

WHEREAS, the amendment will also extend the contract term from June 30, 2025, to June 30, 2027, resulting in an increase to the contract amount from \$644,120 to an amount not to exceed \$2,384,960; and

WHEREAS, adoption of this Resolution will allow the City Manager to execute Amendment No. 1 with Roush Landscape Services for continued landscape maintenance services in newly developed areas; and

WHEREAS, these services will exceed the maximum amount the City Manager is authorized to approve; and

WHEREAS, the contract amendment will be funded by special districts and has no impact to the City's General Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2022-62-1 with Roush Landscape Services to extend the contract term from June 30, 2025, to June 30, 2027, and increase the contract amount from \$644,120 to an amount not to exceed \$2,384,960 for landscape maintenance services in newly developed areas in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ITEM 17.3.

ATTACHMENT 1

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

**FIRST AMENDMENT TO THE GENERAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND ROUSH LANDSCAPE SERVICES**

This First Amendment to the General Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and Roush Landscape Services ("Contractor") as of June 1, 2024. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a General Services Agreement ("GSA") dated July 1, 2022 for the purpose of providing Landscape Maintenance Services in newly developed areas; and

WHEREAS, this Amendment will extend the contract term from June 30, 2025 to June 30, 2027 resulting in an increase to the contract amount from \$644,120 to an amount not to exceed \$2,384,960; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the GSA from June 30, 2025 to June 30, 2027. The first sentence of Section 2 of the GSA, "Term," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2027, unless the term of the Agreement is otherwise terminated as provided for in Section 13."

2. Section 4 of the GSA, "Compensation of Contractor," provides for the City to pay Contractor \$644,120. The Parties agree to amend Section 4 of the GSA in order to increase the compensation amount to pay Contractor for additional services. The first sentence of Section 4 of the GSA is amended to read as follows:

"The Contractor shall be paid \$2,384,960 for performance of the Services pursuant to this Agreement."

3. The document entitled "4.2 Monthly Maintenance Price Schedule," attached hereto as **Exhibit A**, shall replace and supersede the GSA's **Exhibit A**.
4. All other terms and conditions in the GSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

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

CITY OF RANCHO CORDOVA

CONTRACTOR

Micah Runner, City Manager

Date:_____

Richard Roush, Owner

Date:_____

Attest:

Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date:_____

Updated December 14, 2021

1948568.1

EXHIBIT A

4.2 MONTHLY MAINTENANCE PRICE SCHEDULE *(Required submittal form)*

<u>Area Location Name</u>	<u>Monthly Maintenance Cost</u>	<u>Total Amount (x37 months)</u>
30. Douglas Rd Medians I (Americanos Blvd to Grant Line Rd)		
Base bid for the 37-mo term of the contract	\$ 1,500.00 per month	\$ 55,500.00
31. Douglas Rd South Frontages I (Borderlands Dr to Grant Line Rd)		
Base bid for the 37-mo term of the contract	\$ 1,400.00 per month	\$ 51,800.00
32. Tree Frog Green		
Base bid for the 37-mo term of the contract	\$ 2,200.00 per month	\$ 81,400.00
33. Chrysanthy Blvd North Frontage Trail		
Base bid for the 37-mo term of the contract	\$ 660.00 per month	\$ 24,420.00
34. Chrysanthy Blvd Medians (Starting 680 ft. west of Adda Way to Rancho Cordova Parkway)		
Base bid for the 37-mo term of the contract	\$ 660.00 per month	\$ 24,420.00
35. Chrysanthy Blvd South Frontages (Starting 680 ft. west of Adda Way to Rancho Cordova Parkway)		
Base bid for the 37-mo term of the contract	\$ 1,200.00 per month	\$ 44,400.00
36. Tours Way Frontages		
Base bid for the 37-mo term of the contract	\$ 500.00 per month	\$ 18,500.00
37. Privas Way North Frontages		
Base bid for the 37-mo term of the contract	\$ 400.00 per month	\$ 14,800.00
38. Adda Way West Frontage (Chrysanthy Blvd to Montron Way)		
Base bid for the 37-mo term of the contract	\$ 300.00 per month	\$ 11,100.00
39. Rosilla Coast Frontages		
Base bid for the 37-mo term of the contract	\$ 300.00 per month	\$ 11,100.00
40. Paisleyshire East Frontage (E/S Paisleyshire n/o Thorntonhall Dr to Mackerricher Way)		
Base bid for the 37-mo term of the contract	\$ 400.00 per month	\$ 14,800.00
41. Daylilly Coast Frontage		
Base bid for the 37-mo term of the contract	\$ 300.00 per month	\$ 11,100.00
42. G208 Basin A Trail		
Base bid for the 37-mo term of the contract	\$ 700.00 per month	\$ 25,900.00
43. G208 Basin B Trail		
Base bid for the 37-mo term of the contract	\$ 600.00 per month	\$ 22,200.00

44. Douglas Rd South Frontage & Median (Montelena)

Base bid for the 37-mo term of the contract	\$ <u>2,100.00</u> per month	\$ <u>77,700.00</u>
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46. Paisley Green

Base bid for the 37-mo term of the contract	\$ <u>2,200.00</u> per month	\$ <u>81,400.00</u>
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47. Montelena Dr Frontages

Base bid for the 37-mo term of the contract	\$ <u>600.00</u> per month	\$ <u>22,200.00</u>
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48. Douglas Rd Medians

(Americanos Blvd to Rancho Cordova Parkway)

Base bid for the 37-mo term of the contract	\$ <u>1,600.00</u> per month	\$ <u>59,200.00</u>
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49. White Rock Rd Medians

(Luyung Dr to Rancho Cordova Parkway)

Base bid for the 37-mo term of the contract	\$ <u>700.00</u> per month	\$ <u>25,900.00</u>
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50. Rancho Cordova Parkway Trail

Base bid for the 37-mo term of the contract	\$ <u>1,400.00</u> per month	\$ <u>51,800.00</u>
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51. Cobble Brook I

(Cobble Brook w/o Montelena Dr)

Base bid for the 37-mo term of the contract	\$ <u>1,300.00</u> per month	\$ <u>48,100.00</u>
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52. Cobble Brook II

(SS Cobble Brook e/o Montelena Dr and WS Cambery s/o Cobble Brook)

Base bid for the 37-mo term of the contract	\$ <u>1,700.00</u> per month	\$ <u>62,900.00</u>
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53. Rancho Cordova Pkwy Median & Frontage

(Medians and frontage n/o Chrysanthy Blvd)

Base bid for the 37-mo term of the contract	\$ <u>750.00</u> per month	\$ <u>27,750.00</u>
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54. Chrysanthy Blvd III

(Chrysanthy Blvd e/o Rancho Cordova Pkwy to 500ft s/e Wheat Ridge Dr)

Base bid for the 37-mo term of the contract	\$ <u>2,000.00</u> per month	\$ <u>74,000.00</u>
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60. White Rock Rd Frontage I

(White Rock Rd South Frontage e/o Rio Del Oro West Trail to Rancho Cordova Pkwy)

Base bid for the 37-mo term of the contract	\$ <u>1,650.00</u> per month	\$ <u>61,050.00</u>
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61. Rio Del Oro West Trail I

(Rio Del Oro Greenbelt Section 1)

Base bid for the 37-mo term of the contract	\$ <u>4,200.00</u> per month	\$ <u>155,400.00</u>
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62. Rancho Cordova Pkwy I

(Rancho Cordova Pkwy from White Rock to 300 ft s/o La Fortuna Dr)

Base bid for the 37-mo term of the contract	\$ <u>3,700.00</u> per month	\$ <u>136,900.00</u>
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63. Thorntonhall South Frontage

Base bid for the 37-mo term of the contract	\$ <u>600.00</u> per month	\$ <u>22,200.00</u>
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64. Salt Point South Frontage & Paseos		
Base bid for the 37-mo term of the contract	\$ 600.00 per month	\$ 22,200.00
65. Chrysanthy Blvd V* (Chrysanthy Blvd North Frontage 1,400 ft w/o Americanos to Grant Line Rd)		
Base bid for the 37-mo term of the contract	\$ 2,900.00 per month	\$ 107,300.00
66. Cresleigh Ranch Frontage I* (Frontage along Cresleigh Ranch)		
Base bid for the 37-mo term of the contract	\$ 1,800.00 per month	\$ 66,600.00
67. Arjuna Way West Frontage* (Arjuna Way Frontage from Hetch Hetchy to 120 ft south of Solis Way)		
Base bid for the 37-mo term of the contract	\$ 800.00 per month	\$ 29,600.00
68. The Ranch V9 Trail*		
Base bid for the 37-mo term of the contract	\$ 600.00 per month	\$ 22,200.00
Unscheduled (extra) Work for 37-mo. term:		\$75,000
**Future Landscape Areas for 37-mo. term:		\$100,000
Bid Grand Total:		1,740,840.00

*The areas in this section are dependent on project acceptance, which is estimated to occur within the next 24-months. The Contractor will join the City at the start and end of the 90-day plant establishment walk. Maintenance services will commence after 90 days. The contractor shall not invoice for a new area until the maintenance service has begun.

**The areas in this section are not yet constructed at the time of the release of this RFP. The timing will vary, and the City estimates some will be complete within the contract term. The Contractor will join the City at the start and end of the 90-day plant establishment walk. After the maintenance walk, the Contractor and the City will negotiate a monthly price for maintenance services. Maintenance services will commence after 90 days. The contractor shall not invoice for a new area until the maintenance service has begun.

MEMORANDUM



ITEM 17.4.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Victor Ramos, Operations & Maintenance Technician
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-41 WITH MCGUIRE PACIFIC CONSTRUCTORS FOR AN AMOUNT NOT TO EXCEED \$543,815 FOR ON-CALL OVERHEAD AND STREET SIGNAGE SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2024-41 with McGuire Pacific Constructors in an amount not to exceed \$543,815 for on-call overhead and street signage services.

BACKGROUND

City staff advertised for a new contract to perform fabrication, delivery, installation and/or repair of City street signs. Routine maintenance activities include installation of new signs, and repairs or replacement of damaged or knocked down street signs in the public right-of-way. The scope of services covers street name signs, overhead traffic signs, specialty signs including vehicle speed feedback and rectangular rapid-flashing beacons, and various neighborhood entry signs.

Proposals were solicited on the City's website, CIPList.com, Sacramento, Placer and El Dorado County Builders Exchanges on February 28, 2024. The City received one proposal from McGuire Pacific Constructors on March 14, 2024. Staff recommends awarding the contract to McGuire Pacific Constructors in an amount not to exceed \$543,815 for on-call overhead and street signage services.

FISCAL IMPACT AND FUNDING SOURCE

The contract will be funded by a combination of Special District funds and Measure A. There is no impact on the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-41

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-41 WITH MCGUIRE PACIFIC CONSTRUCTORS IN AN AMOUNT NOT TO EXCEED \$543,815 FOR ON-CALL OVERHEAD AND STREET SIGNAGE SERVICES

WHEREAS, the City solicited proposals for on-call overhead and street signage services under the requirements of State law on February 28, 2024; and

WHEREAS, the City received one proposal from McGuire Pacific Constructors on March 14, 2024; and

WHEREAS, the new contract will include on-call services consisting of new installations, repairs, resetting and replacement of street signs, overhead traffic signs, specialty signs like vehicle speed feedback and rectangular rapid-flashing beacons, and various neighborhood entry signs; and

WHEREAS, adoption of this Resolution will award Contract No. 2024-41 to McGuire Pacific Constructors in an amount not to exceed \$543,815 for on-call overhead and street signage services; and

WHEREAS, the services will exceed the maximum amount the City Manager is authorized to approve; and

WHEREAS, funding for the contract will be from a combination of Special District funds consisting of Road Maintenance Assessment Districts, Annexation, and Community Facilities Districts 2008-1, 2014-2, and 2018-2, and Measure A. There is no impact on the City's General Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2024-41 with McGuire Pacific Constructors in an amount not to exceed \$543,815 for on-call overhead and street signage services in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 17.4.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND MCGUIRE PACIFIC CONSTRUCTORS (Contractor)**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and McGuire Pacific Constructors, (herein "Contractor"), as of July 1, 2024.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A ("Services") at the time and place and in the manner as specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2027, unless the term of this Agreement is otherwise terminated as provided for in Section 13. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 13.

Section 3. CONTRACT ADMINISTRATOR. This Agreement shall be administered by Victor Ramos ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Section 4. COMPENSATION OF CONTRACTOR. The Contractor shall be paid five hundred forty-three thousand and eight hundred fifteen dollars (\$543,815) for performance of the Services pursuant to this Agreement. The Contractor shall submit invoices to the Contract Administrator on a monthly basis detailing the Services performed. In the event of a conflict between this Agreement and Contractor's Exhibit A regarding the amount of compensation, the Agreement shall prevail. Upon receipt and approval of the Contractor's invoices, the City shall remit payment to the Contractor for Services provided within thirty (30) days. Payment to Contractor shall be considered as full compensation for performing the Services.

City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Contractor to correct such work or billings or seek any other legal remedy.

Section 5. PERFORMANCE STANDARDS.

A. Contractor shall comply with all applicable laws now in force or which may hereafter be in force with regard to the provision of Services and this Agreement.

B. Contractor represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged and in accordance with applicable industry standards. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

Section 6. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this Agreement shall be paid to all workers, laborers, and mechanics employed in the execution of said work by Contractor,

or by any subcontractor doing or contracting to do any part of said work. The appropriate determination of the Director of the California Department of Industrial Relations is filed with and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 7. STATUS OF CONTRACTOR.

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

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

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

Section 8. INSURANCE REQUIREMENTS. Prior to beginning any Service under this Agreement, Contractor, at its own cost and expense, shall procure insurance coverage at such levels of coverage, scope, limits, and/or forms as set forth in Exhibit B ("Insurance Requirements") hereto. Contractor shall provide proof satisfactory to City of such insurance and maintain the insurance throughout the term of this Agreement.

Section 9. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 9.1 General Requirement.** Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of

Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 9.2** **PERS Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.

Section 10. **NONDISCRIMINATION AND EQUAL OPPORTUNITY.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby. Contractor shall include the provisions of this section in any subcontract approved by the City.

Section 11. **AMENDMENTS.** No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

Section 12. **ASSIGNMENT AND SUBCONTRACTING.** Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

Section 13. **TERMINATION.** Either party may terminate this Agreement without cause, upon 30 days written notice to the other party. In the event of termination, Contractor shall be entitled to payment for Services then satisfactorily completed. Contractor shall not be entitled to any claim against City for any additional compensation or damages in the event of such termination.

Section 14. NOTICES. All notices that are regarding this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rancho Cordova
O&M Division
3303 Luyung Drive
Rancho Cordova, CA 95742
ATTN: Victor Ramos

Contractor: McGuire Pacific Constructors
P.O. Box 4072
Auburn, CA 95604
Attn: John McGuire
Email: mpci@jps.net

Section 15. GOVERNING LAW AND VENUE. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.

Section 16. ATTORNEY'S' FEES. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

Section 17. SEVERABILITY. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 18. NO IMPLIED WAIVER OF BREACH. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

Section 19. SURVIVAL. The obligations of this Agreement, which by their nature would continue beyond the term or expiration of the Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

Section 20. IRS Form W-9. Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

Section 21. ENTIRE AGREEMENT. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the insurance requirements attached hereto and incorporated herein as Exhibit B, represents the entire and integrated Agreement between City and Contractor and supersedes

all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

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

CITY OF RANCHO CORDVA**CONTRACTOR**

By: _____
Micah Runner, City Manager

By: _____
John McGuire, Owner

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Adam U. Lindgren, City Attorney

ATTEST:

By: _____
Stacy Leitner, CMC, City Clerk

SECTION 2
SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Proposer selected to perform the work outlined in this RFP shall be guided by the County of Sacramento, Municipal Services Agency Standard Construction Specifications, adopted 2016, and this RFP, herein referred to as Special Provisions. Copies of the Standard Construction Specifications may be obtained from <https://saccountyspecs.saccounty.net/Pages/default.aspx>.

2.2 DESCRIPTION OF WORK EXPECTATIONS

The Contractor shall furnish all signs and materials and deliver them to the City's Corporation Yard for routine sign replacement and repair.

The Contractor shall also furnish all labor, equipment, and materials required for new installations, repairs, and replacement of post and signs within the City.

Annual neighborhood sign replacement projects, consisting of replacement of wood post with Unistrut metal post assemblies and/or replacement of faded/outdated signage.

The City's signage consists of regulatory, warning, guide, specialty.

2.2.1 ON-CALL SIGNAGE REPAIRS

The Contractors responsibilities consist of new installations, resetting, repairing and/or replacement of, but not limited to, the following:

- Overhead Traffic Signs: Regulatory, Guide, and Warning
- Sign Post
- Specialty Signs (vehicle speed feedback, rectangular rapid-flashing beacon, and a variety of neighborhood entry signs)

All work orders shall be completed in a timely manner. The final schedule of how the services will be performed shall be negotiated with the Contractor to provide the highest level of service in the most cost-effective manner.

2.2.2 FABRICATE AND DELIVER SIGNS AND MATERIALS

The Contractor shall furnish all labor, equipment and materials to manufacture and deliver traffic signs. All new signs shall be 0.080" thick ASTM B209 alloy 6061 – T6 flat aluminum with an anti-graffiti coating. Street name, vehicle speed feedback, and specialty signs specifications examples can be found in **Appendix C**.

All signs and materials shall be delivered to the City's Corporation Yard located at 3303 Luyung Drive Rancho Cordova, CA 95742.

2.3 COMMENCEMENT OF WORK

Proposers acknowledge that the submittal of proposals does not constitute any acceptance of work by the City. Additionally, the receipt of award of contract to any Proposer shall not constitute any authority to enter upon sites for work and begin street signage services. Work shall commence only upon formal

execution of a contract between the City and Contractor, and a written notice to proceed from the Contract Manager to the Contractor.

The City seeks to make a selection of a Contractor and execute a contract for Overhead and Street Signage Services by July 1, 2024. Proposers acknowledge that they are prepared to execute a contract and begin prosecuting work within this time. Any Proposer unable to meet this timeframe shall not be considered for award.

In the event the selected Contractor fails to adequately perform overhead and signage services to standards identified in this RFP and as appended to the executed contract, the City reserves the right to terminate the contract.

2.4 TERM OF AGREEMENT

Any contract resulting from a submitted RFP is expected to be from July 1, 2024, through June 30, 2027.

If mutually agreeable to both parties, any resultant contract may be extended for an additional one (1) year term. However, in no case shall the contract be extended more than two (2) additional years.

Failure of the Contractor to diligently prosecute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate working force shall be considered as grounds for the termination of the contract.

This contract may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work which has been completed up to the effective date of such termination.

2.5 UNSCHEDULED (EXTRA) WORK ITEMS

Proposers shall submit prices for each unscheduled (extra) work items listed in **Section 4, Cost Schedule**, as itemized and further described in **Section 4.3, Unscheduled (Extra) Work Unit Price Schedule**. Said prices shall include all materials, labor and equipment necessary to perform such unscheduled (extra) work items. The unit prices listed for unscheduled (extra) work items shall be in effect for the duration of any contract executed with the selected Contractor.

Proposers understand that not all possible unscheduled (extra) work items can be foreseen and provided a line item. As such, Proposers acknowledge that any work required outside of unscheduled (extra) work items in the Cost Schedule shall be negotiated between the City and the Contractor in a written "not to exceed" estimate format.

The selected Contractor is expected to perform all unscheduled (extra) work upon request and/or approval from the City in a timely manner.

2.6 SUBCONTRACTORS

Proposers requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFP. Proposers further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own

organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

Any Proposer submitting proposals for work that includes the use of subcontractors shall additionally submit a filled-out **Section 5.4, Designation of Subcontractors**.

2.7 ADDITIONAL CONTRACT PROVISION

Further special provisions guiding the execution of a contract for Overhead and Street Signage Services are fully described in **Appendix A, Additional Special Provisions**.

The additional special provisions, as described in Appendix A, include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other special provisions.

SECTION 3
PROPOSAL SUBMITTAL CHECKLIST

Each submitted proposal shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted proposal that fails to include any of the following may be deemed inadequate by the City and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each item below, please include this sheet.

- ☒ Copy of C-45 Sign Contractor License (Section 1.4)
- ☒ Cost Certification Form (Section 4.1)
- ☒ Cost Schedule (Section 4.2)
- ☒ Unscheduled (Extra) Work (Section 4.3)
- ☒ Firm Experience and Qualifications (Section 5.2)
- ☒ Employee/Staff Experience & Qualifications (Section 5.3)
- ☒ Designation of Subcontractors (Section 5.4)
- ☒ Operations Plan (Section 5.5)
- ☒ Exceptions to Agreement (Section 6.1)
- ☒ Guarantee Requirements (Section 6.2)
- ☒ Non-Collusion Affidavit (Section 6.3)
- ☒ Signature Certification Page (Section 6.4)

ITEM 17.4.

On-Call Overhead and Street Signage Services
Request for Proposals

ATTACHMENT 2

Page 10 of 39
City of Rancho Cordova

SECTION 4
COST SCHEDULE

4.1 COST CERTIFICATION FORM *(Required submittal form)*

The undersigned Authorized Signature certifies as follows:

All work for which this proposal is submitted is for Overhead and Street Signage Services in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all federal, state & local regulations as detailed in this Request for Proposals.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the Proposer has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the Proposer agrees if this proposal is accepted, that he/she will contract with the City, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the Proposer will take in full payment therefore the following amount to wit:

PROPOSAL GRAND TOTAL: 543,815.⁰⁰

(List total Proposal Grand Total from Cost Schedule – bottom line from table 4.2.5.)

Company Name: M^c Guire Pacific Constructors

Primary Contact: John M^c Guire Title: owner

Business Address: P.O. Box 4072

City, State, Zip: Auburn CA 95604

Telephone No.: 530-888-0527 Fax No: 530-888-6318

Email Address: MPCI@JPS.NET

Website Address: N/A

Authorized Signature: John M^c Guire - owner -

4.2 COST SCHEDULE *(Required submittal form)*

Qualified proposals submitted in response to this RFP will be evaluated based upon the Proposal Grand Total Amount, which is sum of the following categories:

1. Sign Fabrication and Delivery (Table 4.2.1)
2. Signage Hardware and Delivery (Table 4.2.2)
3. Hourly Labor Rates (Table 4.2.3)
4. Hourly Vehicle and Equipment Rates (Table 4.2.4)

Please note that the cost sheets include projected annual labor and equipment hours, as well as projected annual expense for materials, based upon historical billings for similar services. These projections are solely for the purpose of establishing the proposal cost and provide no guaranty of future work or compensation to the Contractor under an on-call agreement awarded through this proposal process. The selected Contractor will invoice the City on a time and materials basis for Overhead and Street Signage Services performed at the direction of the City's Contract Manager in accordance with the billing rates provided in Tables 4.2.1- 4.2.4.

Mobilization and traffic control shall be included in the prices paid for the various contract items of work, and no separate payment will be made.

ITEM 17.4.

ATTACHMENT 2

On-Call Overhead and Street Signage Services
Request for Proposals

Page 12 of 39
City of Rancho Cordova

Table 4.2.1 – Sign Fabrication and Delivery to City's Corporation Yard

#	Description (in inches)	(A) Estimated Quantity (Over 3 Years)	(B) Diamond Grade Unit Price	(C) Total 3 years Signage Cost (A*B)
(1)	12 & less	100	19.00	1900.00
(2)	12 x 18	100	29.00	2900.00
(3)	12 x 24	20	40.00	800.00
(4)	18 x 6	100	17.00	1700.00
(5)	18 x 18	50	44.00	2200.00
(6)	18 x 24	20	48.00	960.00
(7)	18 x 88 *	50	675.00	33750.00
(8)	24 x 12	10	40.00	400.00
(9)	24 x 18	15	50.00	750.00
(10)	24 x 24	50	77.00	3850.00
(11)	24 x 30	20	90.00	1800.00
(12)	24 x 36	10	98.00	980.00
(13)	30 x 30	250	105.00	26250.00
(14)	30 x 36	20	114.00	2280.00
(15)	30 x 48	10	190.00	1900.00
(16)	36 x 12 **	300	325.00	97500.00
(17)	36 x 18	10	98.00	980.00
(18)	36 x 24	10	100.00	1000.00
(19)	36 x 30	40	114.00	4560.00
(20)	36 x 36	50	119.00	5950.00
(21)	36 x 48	20	300.00	6000.00
(22)	36 x 88 ***	20	890.00	17800.00
(23)	48 x 24	20	210.00	4200.00
(24)	48 x 30	20	290.00	5800.00
(25)	48 x 60 ****	5	3995.00	19,975.00
(26)	54 x 30	10	510.00	5100.00
(27)	52 x 36	10	530.00	5300.00
Total Estimated 3 Years Sign Cost:				256585.00

* Overhead Street Name Sign

** Street Name Sign

*** Overhead Street (Spilt) Name Sign

**** Wayfinding

ITEM 17.4.

ATTACHMENT 2

On-Call Overhead and Street Signage Services
Request for Proposals

Page 13 of 39
City of Rancho Cordova

Table 4.2.2 – Signage Hardware and Delivery to City's Corporation Yard

#	Description	(A) Estimated Quantity (Over 3 Years)	(B) Unit Price	(C) Total 3 years Hardware Cost (A*B)
(1)	Street Name Sign Bracket – L Bracket W/ VP Hardware	100	28. ⁰⁰	2800. ⁰⁰
(2)	Top Mounted Bracket – for 4"X4" Wood Post	30	27. ⁰⁰	810. ⁰⁰
(3)	Top Mounted Bracket – for 2"X2" Square Metal post	60	27. ⁰⁰	1620. ⁰⁰
(4)	Cross SNS Bracket W/ VP Hardware	30	27. ⁰⁰	810. ⁰⁰
(5)	Stainless Steel Bands, ¾" X .030" – Rolls of 100ft	20	105. ⁰⁰	2100. ⁰⁰
(6)	Flared Leg Saddle	200	2. ⁰⁰	400. ⁰⁰
(7)	¾" Buckle, Stainless Steel, .75in – Box of 100	6	195. ⁰⁰	1170. ⁰⁰
(8)	Bolt, Hex Head, Zinc, .3125-18x.5in, w/EPDM Washer	400	.30	120. ⁰⁰
(9)	10' 14 Gauge Post, Anchor, & Sleeve	300	105. ⁰⁰	31,500. ⁰⁰
(10)	Drive Rivet, Aluminum-Aluminum, .375, w/Nylon Washer – Pack of 100	10	85. ⁰⁰	850. ⁰⁰
	Total Estimated 3 Years Material Cost:			42,180. ⁰⁰

ITEM 17.4.

On-Call Overhead and Street Signage Services
Request for Proposals

ATTACHMENT 2

Page 14 of 39
City of Rancho Cordova

4.2.3 Hourly Labor Rates

The City will compensate the Contractor for labor hours in the following job categories. The number of hours shown in Column A in Table 4.2.3 represent estimated hours by job classification based upon historical level of effort and billings for similar services. Actual billings may vary.

Superintendent: Primary duties include troubleshooting and complete repairs of specialty signs (vehicle speed feedback, rectangular rapid-flashing beacon, monument, and neighborhood entry signs), including - wiring, fixtures, and associated devices.

Laborer: Primary duties include assistance with maintenance tasks and other non-technical duties as assigned by the Superintendent.

Please provide hourly billing rates in Table 4.2.3.

Table 4.2.3 - Hourly Labor Rates

		(A) <u>Estimated</u> regular business hours for 3 years	(B) <u>Hourly Rate</u> Regular business hours: Mon-Fri 8 am to 5 pm	(C) <u>Projected Total Cost</u> 3 years labor cost (A*B)
(1)	Superintendent	150	\$ <u>134.⁰⁰</u>	<u>20,100.⁰⁰</u>
(2)	Laborer	300	\$ <u>110.⁰⁰</u>	<u>33,000.⁰⁰</u>
(3)	Total Estimated 3 Years Labor Cost			<u>53,100.⁰⁰</u>

ITEM 17.4.**ATTACHMENT 2**

On-Call Overhead and Street Signage Services
Request for Proposals

Page 15 of 39
City of Rancho Cordova

4.2.4 Hourly Vehicle and Equipment Rates

Please provide hourly billing rates for vehicles and equipment in Column B, and total hourly vehicle cost in Column C.

Table 4.2.4 - Hourly Vehicle and Equipment Rates

	Vehicle/Equipment	(A) <u>Estimated Hours</u> 3 years vehicle and equipment usage	(B) <u>Hourly Rate</u>	(C) <u>Projected Total Cost</u> 3 years vehicle and equipment cost (A*B)
(1)	Bucket Truck	120	\$ <u>135.⁰⁰</u>	<u>16200.⁰⁰</u>
(2)	Standard Pickup Truck	350	\$ <u>45.⁰⁰</u>	<u>15750.⁰⁰</u>
	Total Estimated 3 Years Vehicle and Equipment Cost			<u>31950.⁰⁰</u>

4.2.5 Proposal Grand Total Summary

Please provide the bid summary in Table 4.2.5.

Table 4.2.5 - Proposal Grand Total Summary

(A) Cost Item	(B) Total Bid
Total 3 Years Sign Cost from Table 4.2.1	<u>256,585.⁰⁰</u>
Total 3 Years Signage Hardware Cost from Table 4.2.2	<u>42,180.⁰⁰</u>
Total 3 Years Labor from Table 4.2.3	<u>53100.⁰⁰</u>
Total 3 Years Vehicle and Equipment from Table 4.2.4	<u>31950.⁰⁰</u>
Unscheduled (extra) Work for 3 year term:	\$160,00.00
Proposal Grand Total:	<u>543,815.⁰⁰</u>

ITEM 17.4.

On-Call Overhead and Street Signage Services
Request for Proposals

ATTACHMENT 2

Page 16 of 39
City of Rancho Cordova

4.3 UNSCHEDULED (EXTRA) WORK UNIT PRICE SCHEDULE *(Required submittal form)*

#	Description	Unit	Unit Price
(1)	96"x18", 3M Translucence DG3 IISNS Panel	1 ea	1925. ⁰⁰
(2)	72"x18", 3M Translucence DG3 IISNS Panel	1 ea	1850. ⁰⁰
(3)	Lamp 96" (T-12 single pin)	1 ea	305. ⁰⁰
(4)	Lamp 72" (T-12 single pin)	1 ea	300. ⁰⁰
(5)	Electronic Ballasts	1 ea	790. ⁰⁰
(6)	Buss Fuses	1 ea	140. ⁰⁰
(7)	Power Cord (ISO)	1 ea	400. ⁰⁰
(8)	LED 120/12volt GE LED engine drivers	1 ea	810. ⁰⁰
(9)	SA-1000 IISNS hanging brackets	1 ea	500. ⁰⁰
(10)	National Signal Top Hinge Unit	1 ea	918. ⁰⁰
(11)	12-volt 1200 MAH Battery	1 ea	328. ⁰⁰

Mobilization and **traffic control** shall be included in the prices paid for the various Contract items of work, and no separate payment will be made.

SECTION 5**CONTRACTOR'S LICENSE, EXPERIENCE AND QUALIFICATIONS, AND OPERATIONS PLAN****5.1 EXPERIENCE AND OPERATIONS PLAN OVERVIEW**

Each Contractor submitting a proposal shall clearly detail, on the forms provided in this Section 5, each of the following:

Firm Experience and Qualifications: Proposer shall detail their firm's experience as necessary to demonstrate satisfactory compliance with the minimum qualification requirements as listed in **Section 1.4**. Additionally, firm experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Proposers, as further detailed in **Section 5.2**.

Employee/Personnel Experience and Qualifications: Proposer shall list the names and experience/qualifications of any employees who would be responsible for undertaking the maintenance task Items should a contract be provided. Employee experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Proposers, as further detailed in **Section 5.3**.

Operations Plan Details: Proposer shall detail an inventory of equipment, location of any equipment and materials storage facilities, and customer service processes, and call center location (if applicable). The Operations Plan details submitted will be used by the City as a basis for evaluation when determining the most qualified Proposers, as further detailed in **Section 5.5**.

ITEM 17.4.

On-Call Overhead and Street Signage Services
Request for Proposals

ATTACHMENT 2

Page 18 of 39
City of Rancho Cordova

5.2 FIRM EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

Contractor's License Class A-B-HAZ and License Number 587099

The Proposer has been engaged in the contracting business, under the present business name for 35 years. Experience in work of a nature similar to that covered in the RFP extends over a period of 41 years.

The Proposer, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

Please provide a written explanation on a separate sheet(s).

The following contracts related to the proposed Overhead and Street Signage Services are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name and person of reference for each of the contacts listed.

Contract Year(s)	Type of Work Performed	Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
	<i>See Attached</i>			

5.3 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
<i>John McGuire SR</i>	<i>Superintendent</i>	<i>35</i>	<i>42</i>	
<i>John McGuire JR</i>	<i>owner/foreman</i>	<i>35</i>	<i>52</i>	<i>NOSD QSP - " "</i> <i>California Cert.</i> <i>Traffic Control</i>
<i>John McGuire III</i>	<i>Labor Foreman</i>	<i>8</i>	<i>6</i>	<i>" "</i>
<i>Hector Romero</i>	<i>Labor TCP-2</i>	<i>22</i>	<i>19</i>	

Use additional sheets of paper as necessary for additional references or employees.



McGUIRE-PACIFIC
CONSTRUCTORS

March 13, 2024

City of Rancho Cordova
Department of Public Works
3303 Luyung Drive
Rancho Cordova, CA
95742

Re: Statement of Qualifications

1. Introduction

Mc Guire Pacific Constructors, (MPC) primary business is directed towards public work contracting since 1987. M.P.C. holds a valid California contractors license #587099 with classifications of A, B, and Haz. and expires 1/31/2026. No citations and or violations have been imposed on our firm since inception.

M.P.C. owner and staff members have over 54 years experience successfully contracting with federal and local government agencies such as:

California Department of Parks & Recreation
California Department of Water Resources
California Department of Transportation
United States Army Corps and Engineers
County Agencies
City Agencies

We organize and communicate information according to project standards in order to maximize our efforts for greater control and succession. Members of M.P.C. staff are acknowledged leaders in the engineering, management and supervisory skills required to complete public works contracting successfully. John Mc Guire, Jr and Sr will again be the individuals involved with this project. Since 1987 all projects have been completed on time and have never had liquidated damages imposed on our company.

Page 1 of 2

530.888.0527 • FAX 530.888.6318
P.O. BOX 4072 AUBURN, CA 95604
ENGINEERING CONTRACTOR LIC #587099

Mc Guire - Pacific Constructors
Past Project References

Project Name	Location	Owner	Contact - Phone	Description	Award Value	Final Project Costs	d in Allotted Working Days	Stop Notice	Liquidate d Damages	Claims
Hwy 89 Westshore HWY Crossing Improvements - 2020	Homewood, CA	County of Placer DPW	Kevin Shifflet 530-581-6216	Pedestrian Crossing Improvements - RFRB & Striping	\$123,000.00	\$135,000.00	Yes	None	None	None
Placer County Crosswalk Enhancement Project - 2022	Auburn & Lake Tahoe, CA	County of Placer DPW	Philipp Vassion 530-745-7581	Concrete/AC Paving Lighting - Crosswalk Enhancements - 5 locations	\$544,438.00	\$528,000.00	Yes	None	None	None
City wide sign maintenance 2015-2016	City of Citrus Heights, Ca	City of Citrus Heights General Service Department	Stuart Hodgkin's 916-727-4770	Sign maintenance	\$93,000.00	\$120,000.00	Yes	None	None	None
Cycle 7 & 8 HSIP Signs & Striping	Lake County	Lake County Public Works Department	Steve Phillips - 707-263-2341	14 - Major roads striping, signs & delineator project	\$1,239,000.00	\$1,246,320.00	Yes	None	None	None
Toll signing upgrade project	Bay Area	Bay Area Toll Authority	Linda Lee - 510-817-5700	truck toll signage project	\$120,000.00	\$83,000.00	Yes	None	None	None
Wilson Park - Play Equipment Surface	Lincoln, CA	City of Lincoln DPW	Scott Boynton 916-871-4309	Playground Area Surface Replacement - ADA Ramps	\$49,870.00	\$57,910.00	Yes	None	None	None
Sign Maintenance project 2017-2018	City of Rancho Cordova	City of Rancho Cordova Public Works Department	Maria Lopez - 916-851-8716	Sign maintenance	\$89,000.00	\$68,460.00	Yes	None	None	None
Countywide sign upgrade project,	Amador County	Amador County Department of Public Works	Jack Obrien - 209-223-6517	Countywide warning & regulatory sign upgrade project	\$326,000.00	\$365,000.00	Yes	None	None	None
Citywide Regulatory sign upgrade project	City of El Cajon	City of El Cajon Public Works Department	Raul Armenta - 619-441-1665	Citywide Regulatory Signage upgrade	\$196,480.00	\$242,368.00	Yes	None	None	None
Countywide sign upgrade project,	Glenn County	Glenn County DPW	Mat Gomes - 530-934-6530	Countywide warning & regulatory sign upgrade project	\$267,000.00	\$289,000.00	Yes	None	None	None
Downtown RPP Signage	Palo Alto	Palo Alto Planning Dept.	Joshuah Mello 650-329-2136	Downtown RPP Signage Project	\$770,000.00	\$698,000.00	Yes	None	None	None
Placer Hwy 80 Signage, Auburn, CA	City of Auburn	CALTRANS	R.E. -530-624-2769	Hwy 80, 49 Signage upgrade project	\$881,764.00	\$886,126.00	Yes	None	None	None
Auburn Municipal Airport Monument Sign	Auburn Airport	City of Auburn Dept. of Public Works	Bernie Schroeder (530) 823-4211	Auburn Municipal Airport Monument Sign (propeller)	\$39,000.00	\$39,000.00	Yes	None	None	None

ITEM 17.4

ATTACHMENT 2

ITEM 17.4.

On-Call Overhead and Street Signage Services
Request for Proposals

ATTACHMENT 2

Page 19 of 39
City of Rancho Cordova

5.4 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each proposer shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the Services to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Subcontractors shall provide all required licensing documentation.

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
-none-			

ITEM 17.4.

On-Call Overhead and Street Signage Services
Request for Proposals

ATTACHMENT 2

Page 20 of 39
City of Rancho Cordova

5.5 OPERATIONS PLAN (Required submittal forms)

Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract.

Quantity	Name, Type and Capacity	Model Year and Condition	Location
1	Elliot L-36 Boom Truck	2000/Good	Arbourn, CA
1	Traffic Control TRUCK/Isuzu 4500	2008/Good	Arbourn, CA
3	GMC/Chevrolet Pickup Trucks HD 5500 Crew TRK (Signage Truck)	2007 2008 2022-/Good	Arbourn, CA

SECTION 6**EXCEPTIONS, GUARANTEES AND CERTIFICATIONS****6.1 EXCEPTIONS TO AGREEMENT** *(Required submittal forms)*

Proposers are to prepare all Cost Schedule forms (Section 4) based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form. In the event the Proposer takes exception to the RFP specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement."
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the Proposer in this RFP, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, Proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached Agreement. The Proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the Proposer's firm to the Agreement in the manner set forth below.

Date: 3-14-24Name: John McGuire JrTitle: OwnerSignature: Jh Mcf

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

ITEM 17.4.

On-Call Overhead and Street Signage Services
Request for Proposals

ATTACHMENT 2

Page 22 of 39
City of Rancho Cordova

6.2 GUARANTEE REQUIREMENTS *(Required with submittal)*

The City of Rancho Cordova will require all proposals be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidders bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Rancho Cordova, the amount of which shall not be less than ten percent (10%) of the Proposal Grand Total as indicated in **Section 4, Cost Schedule**.

The bid bonds for the three acceptable lowest Bidders shall be retained until the City of Rancho Cordova has accepted the successful Bidder. All other Bidder's Bonds shall be returned to the Bidder ten (10) working days after bid opening.

Performance and Payment Bonds will not be required for the submittal of bids or the execution of a contract with the selected Contractor.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we _____

John McGuire, DBA: McGuire Pacific Constructors, PO Box 4072, Auburn, CA 95604

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and _____

(Here insert full name and address or legal title of Surety)

Western Surety Company, 151 N. Franklin, 17th Floor, Chicago, IL 60606.

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

City of Rancho Cordova, Operation & Maintenance Division, 3303 Luyung Drive, Rancho Cordova, CA 95742

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid _____

Dollars (10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

(Here insert full name and address and description of project)

On-Call Overhead and Street Signage Services

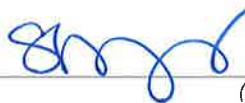
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 13th day of March, 2024

John McGuire, DBA: McGuire Pacific Constructors

 (Principal) (Seal)
John McGuire, Owner

Western Surety Company

 (Surety) (Seal)
Shauna Conroy, Attorney-in-Fact

Attorney in Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66988999

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Shauna Janette Conroy

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: John Mc Guire dba Mc Guire Pacific Constructors

Obligee: City of Rancho Cordova

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66988999 is not issued on or before midnight of June 6th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 13th day of March, 2024.

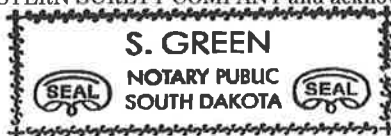
STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

} ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 13th day of March, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 13th day of March, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-S-2023

ACKNOWLEDGMENT

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

State of California
County of Placer)

On March 13, 2024 before me, Seth Conroy, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Seth Conroy

(Seal)



ITEM 17.4.

On-Call Overhead and Street Signage Services
Request for Proposals

ATTACHMENT 2

Page 23 of 39
City of Rancho Cordova

6.3 NON-COLLUSION AFFIDAVIT *(Required with submittal)*

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

John McGuire *(name)* being first duly sworn, deposes and says that he or she is Owner *(title)* of McGuire Pacific Constructors *(company name)* the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

McGuire Pacific Constructors
Company Name (Printed)

March 13, 2024
Date


Authorized Signature

John McGuire
Name (Printed)

Owner
Title

Subscribed and sworn to before me

this ____ day of _____, 2024.

Signature of Notary Public

ACKNOWLEDGMENT

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

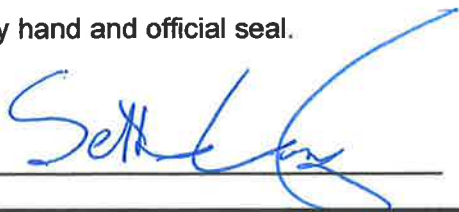
State of California
County of Placer)

On March 13, 2024 before me, Seth Conroy, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)

ITEM 17.4.

On-Call Overhead and Street Signage Services
Request for Proposals

ATTACHMENT 2

Page 24 of 39
City of Rancho Cordova

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

If the Proposer or other interested person is a corporation, state legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if proposer or other interested person is an individual, state first and last names in full.

By my signature on this proposal, I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this proposal are true and correct.

Date: 3-13-24

McGure Pacific Constructors

Legal Company or Corporation Name

Individual

Business Type (Corporation, Partnership, etc.)

John McGure Jr

Print Name

[Signature]

Signature

owner

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

Print Name

Signature

Title

STATE OF CALIFORNIA dca DEPARTMENT OF CONSUMER AFFAIRS		CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE		
License Number	587099	Entity	INDIV	
Business Name	MC GUIRE PACIFIC CONSTRUCTOR'S			
Classification(s)	A B HAZ			
Expiration Date	01/31/2026	www.cslb.ca.gov		

APPENDIX A
ADDITIONAL SPECIAL PROVISIONS

C.1) PAYROLL RECORDS

Attention is directed to Section 1776 of the Labor Code of the State of California. Regulations complementing said Section 1776 are located in Section 16000 and Sections 16400 through 16403 of Title 8, California Administrative Code. The Contractor is required to comply with the provisions of Section 1776 of said Labor Code. The Contractor shall also be responsible for compliance by its subcontractors.

C.2) PRESERVATION OF PROPERTY

Attention is directed to Section 13-1.01, "Preservation of Property" of the Standard Construction Specifications and these Special Provisions.

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damage caused by the Contractor's personnel or equipment will promptly be repaired to the condition existing before the damage. If, in the opinion of the Contract Manager, repair is not possible, the damaged facilities will be replaced in kind and size. All costs for such repairs or replacements shall be the sole responsibility of the Contractor. Damages to City facilities due to the Contractor's lack of performance in accordance with these specifications are the Contractor's responsibility.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made, therefore.

C.3) TRAFFIC MAINTENANCE

Attention is directed to Section 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications, the Uniform Manual of Traffic Control Devices (the latest edition of the California Supplement), and these Special Provisions.

Typically, a minimum of one (1) traffic lane (not less than 3.66 m (12 feet wide), per direction, shall be allowed for closure during construction activity, or as defined within the approved traffic control plan. All other traffic lanes shall be open for public vehicular traffic at all times during non-construction activity. No work that interferes with public traffic shall be performed between 3:30 p.m. and 8:30 a.m. except work required under Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety" or by special approval of the Contract Manager.

Prior to performing any work, under this contract the Contractor shall prepare and submit a Traffic Control Plan (TCP) to the Contract Manager for review. Note: To avoid delays, the Contractor is encouraged to submit in advance, several standard TCP's covering the most common maintenance situations anticipated, prior to the start of the contract period. ALL night work (if any) requires a MANDATORY TCP, for each occurrence.

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the Contract Manager four (4) working days in advance of performing said operation. The Contractor must receive written approval from the Contract Manager prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the Contract Manager is

based upon general conformance with federal, state, and local regulations and standards and does not relieve the Contractor of responsibility for the safety of its workers and the public.

If any component in the Contractor's traffic control system is displaced, damaged, or ceases to operate correctly, for any cause, during the life of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location, noncompliance may result in work stoppage by the Contract Manager.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices paid for the various contract items of work, and no separate payment will be made, therefore.

C.4) REGULATIONS AND CONDUCT OF WORK

The Contractor shall plan and conduct the work to comply with federal, state, and local government agencies' applicable rules, regulations, codes, and ordinances to adequately safeguard persons and property from injury. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices, and with applicable federal, state, and local laws, rules and regulations including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor, and Safety Orders of the California Division of Industrial Safety.

C.5) PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of two (2) years of experience in overhead and street signage maintenance. Experience must include use of typical tools and operation of commonly used equipment. All workers shall be neat and orderly in appearance.

C.6) SUPERVISION

The Contractor shall provide a competent superintendent during all times that work is being performed with authority to represent and act for the Contractor in any matter pertaining to this contract. The Contractor shall furnish the names of all such superintendents to the Contract Manager prior to the commencement of this contract and further advise of any changes.

C.7) DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the Contract Manager, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, does not meet safety requirements or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall remove an unsatisfactory employee from contract sites immediately following notification.

C.8) PAYMENT

Attention is directed to Section 8, "Measurement and Payment," of the Standard Construction Specifications. The following shall be substituted with regard to invoicing procedure.

The Contractor's invoice shall include:

Invoice Number

Invoice Date

City's Contract Number

Period Service Provided (Date from – Date to)

A breakdown of each work order completed with a description of work performed the quantity of the materials used, unit cost, and total cost.

Billing shall be submitted to the following address:

City of Rancho Cordova
Public Works Department
3303 Luyung Drive
Rancho Cordova, CA 95742
ATTN: Victor Ramos

C.9) WITHHOLDING OF PAYMENT

For work deemed by the Contract Manager, as not meeting the requirements of the contract specifications, the City shall withhold payments or percentages thereof for work not completed, or until work is completed as per contract specifications. The City shall withhold payments or percentages thereof for work that is not completed on schedule.

C.10) FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in a formal written warning (60-day Notice) to the Contractor specifying that such deficiencies must be corrected. Failure by the Contractor to correct such deficiencies within the 60-day specified time period may result in the termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damage to property caused by the Contractor's inability to meet specifications shall be recovered by withholding payments.

C.11) INSPECTION

The Contractor **must** notify the Contract Manager anytime the Contractor, or his representatives are in the City contributing to the execution of this contract.

The Contractor may receive an inspection report from the Contract Manager. This form will indicate any deficiencies in the work performance of the Contractor. The Contract Manager, or their designee, may inform the Contractor by telephone of urgent deficiencies for immediate attention or repairs. Inspection by City staff may occur the following day the Contractor has serviced the areas.

The lack of inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his duties to provide services as required by these specifications.

C.12) COMPLIANCE WITH STANDARD TERMS & CONDITIONS

The Contractor agrees to be bound by the City's standard contract conditions, a sample of which is attached to this RFP (Appendix A), and to all other terms and conditions in this RFP.

C.13) INSURANCE

The Contractor, upon being notified of being awarded the contract, shall have their Certificate of Insurance delivered to City of Rancho Cordova Public Works Department, 3303 Luyung Drive, Rancho Cordova, CA 95742, Attn: Contract Manager. Contractor's insurance shall comply with all insurance requirements, as shown in Appendix B. No goods or services shall be rendered by the Contractor until a valid Certificate of Insurance is on file with the City.

C.14) INDEMNITY

The Contractor indemnifies the City as stated in Section 9 of the General Services Agreement.

C.15) CODES AND LEGAL REQUIREMENTS

- (a) All reference to codes, specifications, and standards in the contract documents shall mean, and are intended to be, the latest editions, amendments, and/or revisions of such reference documents in effect, as of the date of this contract.
- (b) Authorities shall apply the minimum work requirements available to any work done for this project. Nothing described in these contract documents shall be construed to permit work not conforming to the most stringent of applicable codes and regulations.
- (c) When contract documents call for materials or construction of better quality or larger size than required by applicable codes, laws, rules, or regulations, the contract documents shall take precedence.

C.16) TERMINATION

Any contract resulting from this RFP may be canceled by either party upon thirty (30) calendar days advance notice in writing. As stated in Section 13 of Appendix C.

C.17) SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 12-1.09 B, "Noise" of the Standard Construction Specifications.

The noise level from the Contractor's operations, between the hours of 8:00 p.m. and 7:00 a.m., shall not exceed 86 dbA at a distance of 15 m (50 feet). Said noise level requirement shall apply to all equipment on the work or related to the work, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.18) COOPERATION

The Contractor's attention is directed to Section 5-5, "Cooperation with Other Entities," of the Standard Construction Specifications. The Contractor shall notify United Service Alert (USA) prior to commencing any excavation: **Underground Service Alert (USA) – 811.**

C.19) PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 7-1.03, "Public Convenience," of the Standard Specifications. The Contractor shall limit his operations to weekdays between the hours of 7:00 a.m. to 6:00 p.m. unless otherwise approved by the Contract Manager.

No work will commence before 8:30 a.m. on the City's main arterial and collector streets without prior written approval by the Contract Manager.

Temporary closure of driveways may be allowed subject to the advance written approval of the affected property owners and the Contract Manager. Prior to the closure of a driveway, the Contractor shall coordinate and notify the property owner at least twice of such closure. The Contractor shall deliver closure notices to residents and operators of commercial properties seventy-two (72) hours prior to each closure, (twenty-four (24) hour notice for emergency repairs).

It is the Contractor's responsibility to provide and accommodate all residents, operators of commercial properties, and property owners' specific needs for driveway and pedestrian access at all times.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.20) OBSTRUCTIONS

The Contractor shall exercise due caution in performing work so as not to damage the utilities. The work specified shall be so conducted by the Contractor as to permit the utility companies to maintain their services without interruption. Utilities which are to remain in place shall be worked around and protected from damage or interruption of service. The Contractor shall coordinate his work with the utility companies where utilities are to be relocated or set to grade.

Construction area signs shall be furnished, installed, maintained, and removed when no longer required by the Contractor following the provisions in Section 12, "Safety, Public Convenience, and Traffic Control," of the Standard Construction Specifications.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

C.21) MOBILIZATION

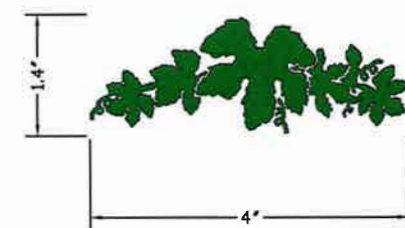
Mobilization shall be in accordance with Section 8-1.03, "Payment for Mobilization," of the Standard Construction Specifications.

C.22) WORK ORDER

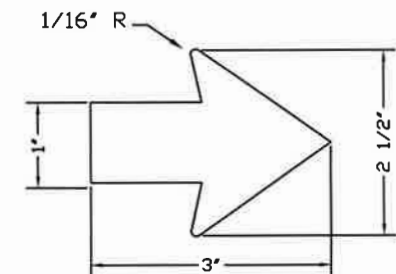
Requests for maintenance are made via a Work Order (WO). WO's are originated by City staff during regular City business hours in response to observed or reported maintenance deficiencies. Delivery of the written WO's will be via e-mail and be made directly to the Contractor or designated supervisor.

ITEM 17.4.

ATTACHMENT 2



DETAIL A



DETAIL B

INSTALLATION NOTES:

1. SIGNS SHALL BE INSTALLED AS DUAL FACED. FOR THE INTERSECTION OF TWO STREETS, PLACE 2ND SIGN PERPENDICULAR TO 1ST SIGN.
2. STREET NAME SIGNS MOUNTED ON SIGNAL STANDARDS OR ELECTROLIERS SHALL BE MOUNTED WITH "VANDAL PROOF" WING BRACKET MODEL 1010 MODIFIED, VERTICAL HOLE TO BE FILLED WITH VANDAL PROOF BUTTON HEAD BOLT, OR APPROVED EQUAL. BRACKETS SHALL BE FASTENED TO POLES WITH TWO 3/4" WIDE x 0.030" THICK TYPE 201 STAINLESS STEEL BANDS WITH HEAVY DUTY BUCKLE AND A MINIMUM OF TWO VANDAL PROOF SCREWS.
3. STREET NAME SIGNS SHALL NOT BE INSTALLED ON THE SAME POST AS R1-1 (STOP) SIGNS

NOTES:

1. 5" "HIGHWAY GOTHIC" FONT SHALL BE USED FOR STREET NAMES.
2. 2" "HIGHWAY GOTHIC" FONT SHALL BE USED FOR THE BLOCK NUMBER AND STREET SUFFIX.
3. 1.25" "C" FONT SHALL BE USED FOR THE "CITY OF RANCHO CORDOVA" LEGEND.
4. STREET NAME SHALL BE LEFT ALIGNED 1" FROM THE LEFT EDGE.
5. STREET NAME SIGN BLANKS SHALL BE 0.125" THICK, ASTM B209 ALLOY 6061 - T6 FLAT ALUMINUM.
6. REFLECTIVE SHEETING SHALL BE WHITE 3M DIAMOND GRADE CUBED (DG3) OR APPROVED EQUAL.
7. SIGN COLORS SHALL BE 3M BLUE BACKGROUND WITH WHITE LETTERS. "CITY OF RANCHO CORDOVA" LEGEND SHALL BE RED. LEAF SHALL BE GREEN.
8. SIGNS SHALL BE DOUBLE FACED (FRONT AND REAR) WITH BLOCK ARROWS POINTING IN THE SAME DIRECTION.
9. POST SHALL BE 2" SQUARE UNISTRUT 14 GAUGE METAL GALVANIZED. ANCHORS SHALL BE 30" LONG AND 2.25" SQUARE 12 GAUGE GALVANIZED. SLEEVES SHALL BE 18" LONG AND 12 GAUGE 2.5".

Auth. Stick

DIRECTOR OF PUBLIC WORKS

CITY OF RANCHO CORDOVA
PUBLIC WORKS

STREET SIGN
FULLY REFLECTORIZED

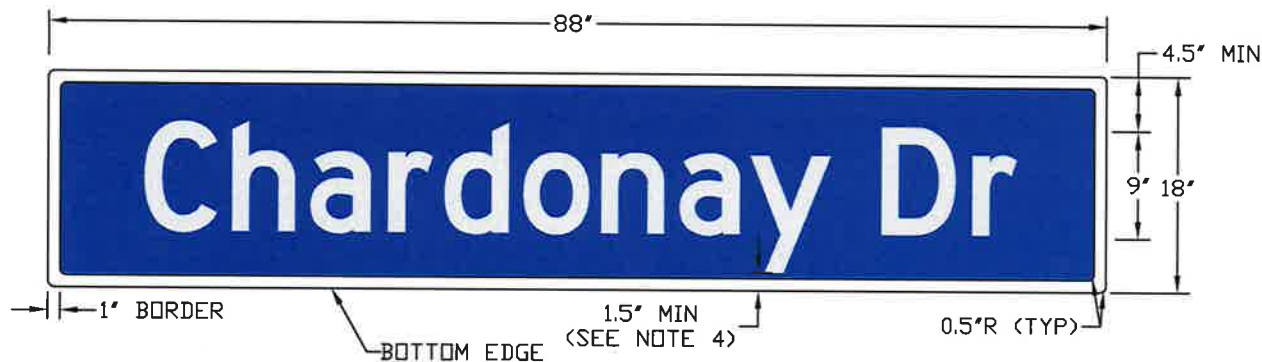


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DATE: 08/2021
DRAWN BY: E. RIOS

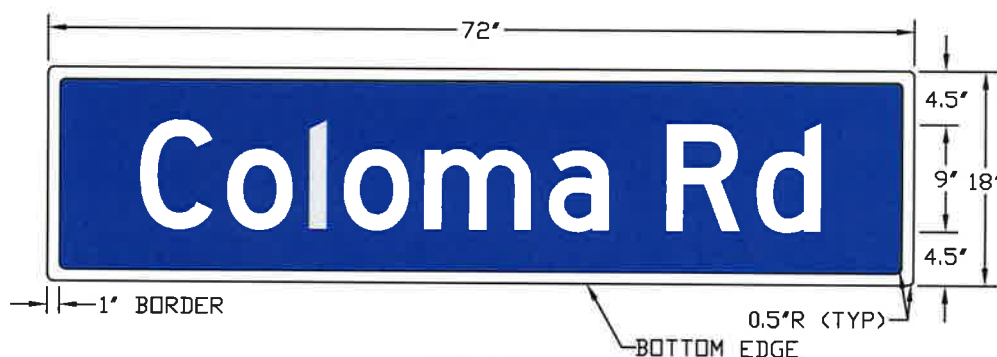
RC 4-3:

ITEM 17.4.

ATTACHMENT 2



TYPE 1



TYPE 2

NOTES:

1. 9" "HIGHWAY GOTHIC" FONT SHALL BE USED FOR STREET NAMES.
2. TYPE 1 STREET SIGN SHALL BE USED FOR STREET NAMES CONTAINING 10 OR MORE CHARACTERS. CHARACTERS INCLUDE LETTERS AND SPACES.
3. TYPE 2 STREET SIGN SHALL BE USED FOR STREET NAMES CONTAINING LESS THAN 10 CHARACTERS. CHARACTERS INCLUDE LETTERS AND SPACES.
4. STREET NAME SHALL BE CENTERED HORIZONTALLY AND VERTICALLY. STREET NAMES WITH LETTERS CONTAINING A DESCENDER SHALL BE OFFSET A MINIMUM 1.5" FROM THE BOTTOM EDGE.
5. STREET NAME SIGN BLANKS SHALL BE 0.080" THICK, ASTM B209 ALLOY 6061 - T6 FLAT ALUMINUM GAUGE ROUNDED CORNERS 0.5" RADIUS.
6. REFLECTIVE SHEETING SHALL BE WHITE 3M DIAMOND GRADE CUBED (DG3) OR APPROVED EQUAL.
7. SIGN COLORS SHALL BE 3M BLUE BACKGROUND WITH WHITE LETTERS.
8. SIGNS SHALL BE SINGLE FACED.

Alia Stehman

DIRECTOR OF PUBLIC WORKS

CITY OF RANCHO CORDOVA
PUBLIC WORKS

OVERHEAD STREET SIGN
FULLY REFLECTORIZED



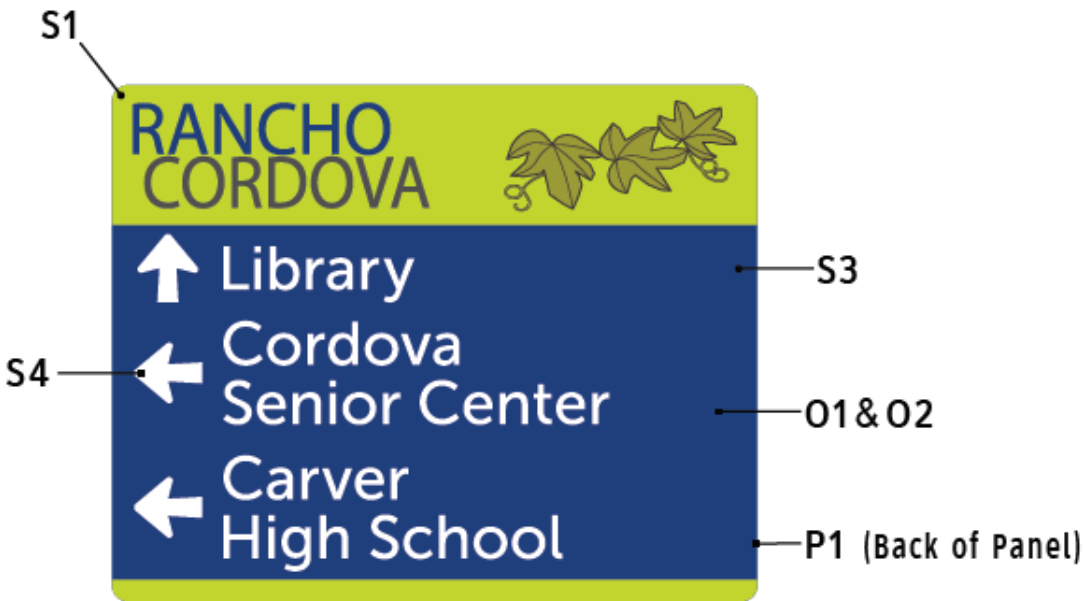
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DATE: 08/2021
DRAWN BY: K. CHIN

RC 4-34

Wayfinding

LEGEND

NO.	COLOR	MATERIAL	FINISH	
S1		PMS 382C	3M 7930 AEGP Sheeting	Reflective
S2		PMS 2602C	3M 7930 AEGP Sheeting	Reflective
S3		PMS 287C	3M 7930 AEGP Sheeting	Reflective
S4		White	3M 7930 AEGP Sheeting	Reflective
P1		PMS 287C	Powder Coat	Semi Gloss Texture
O1		Clear	3M 1170 UV Protective	Translucent
O2		Clear	3M 1160 Anti-graffiti	Translucent



Wayfinding



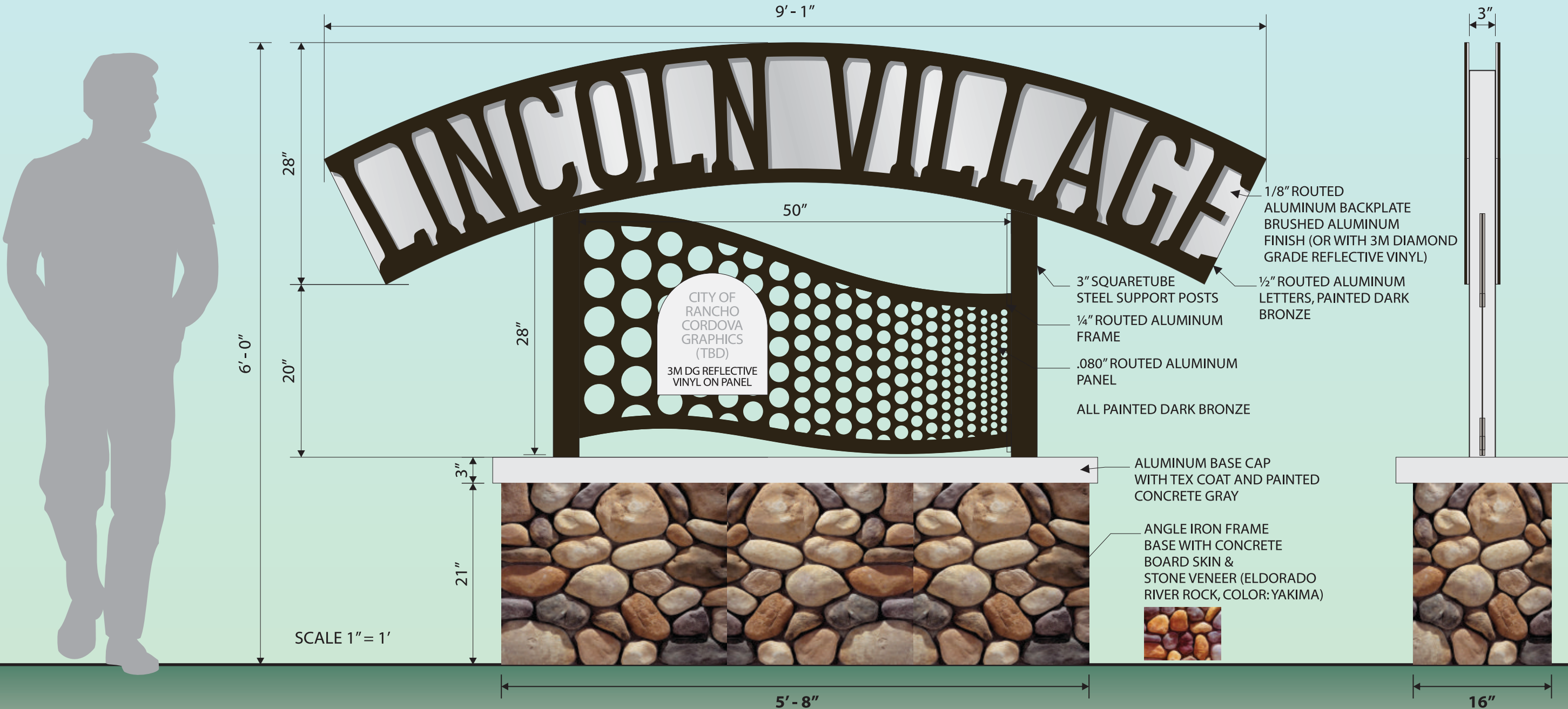
ITEM 17.4.
MCGUIRE PACIFIC
LINCOLN VILLAGE
LINCOLN, CA



ATTACHMENT 2

FACE

SIDE



**WESTERN
SIGN COMPANY**
SINCE 1959

6221 ENTERPRISE DRIVE, DIAMOND SPRINGS, CA 95619

Phone 916.933-3765 • 530.622-1420 Fax 530.622-9367
E-Mail design@westernsign.com Website www.westernsign.com

SALESPERSON Keith Wills
ILLUSTRATION Perry Wilson
LOCATION Sacramento, CA
DATE 02/04/20
REVISED 02/19/20
03/11/20

CUSTOMER APPROVAL _____ DATE _____

COLORS ON THIS PRINTOUT MAY VARY SLIGHTLY FROM FINAL MATERIALS COLORS. APPROVAL OF THIS ILLUSTRATION INCLUDES APPROVAL OF THE FINAL MATERIALS COLORS AS DESCRIBED IN THE WRITTEN CALLOUT. WRITTEN DIMENSIONS ON THIS ILLUSTRATION HAVE PRECEDENCE OVER SCALED DIMENSIONS. ILLUSTRATIONS SHOWING BUILDING ELEVATIONS ARE CONCEPTUAL AND TO APPROXIMATE SCALE ONLY. THEY ARE NOT TO BE CONSIDERED AN EXACT IMAGE OF HOW THE FINISHED SIGN WILL APPEAR. THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY WESTERN SIGN CO., INC. IT IS SUBMITTED FOR YOUR APPROVAL. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION NOR IS IT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION WITHOUT EXPRESSED WRITTEN PERMISSION OF WESTERN SIGN CO., INC.

LANDLORD APPROVAL _____ DATE _____

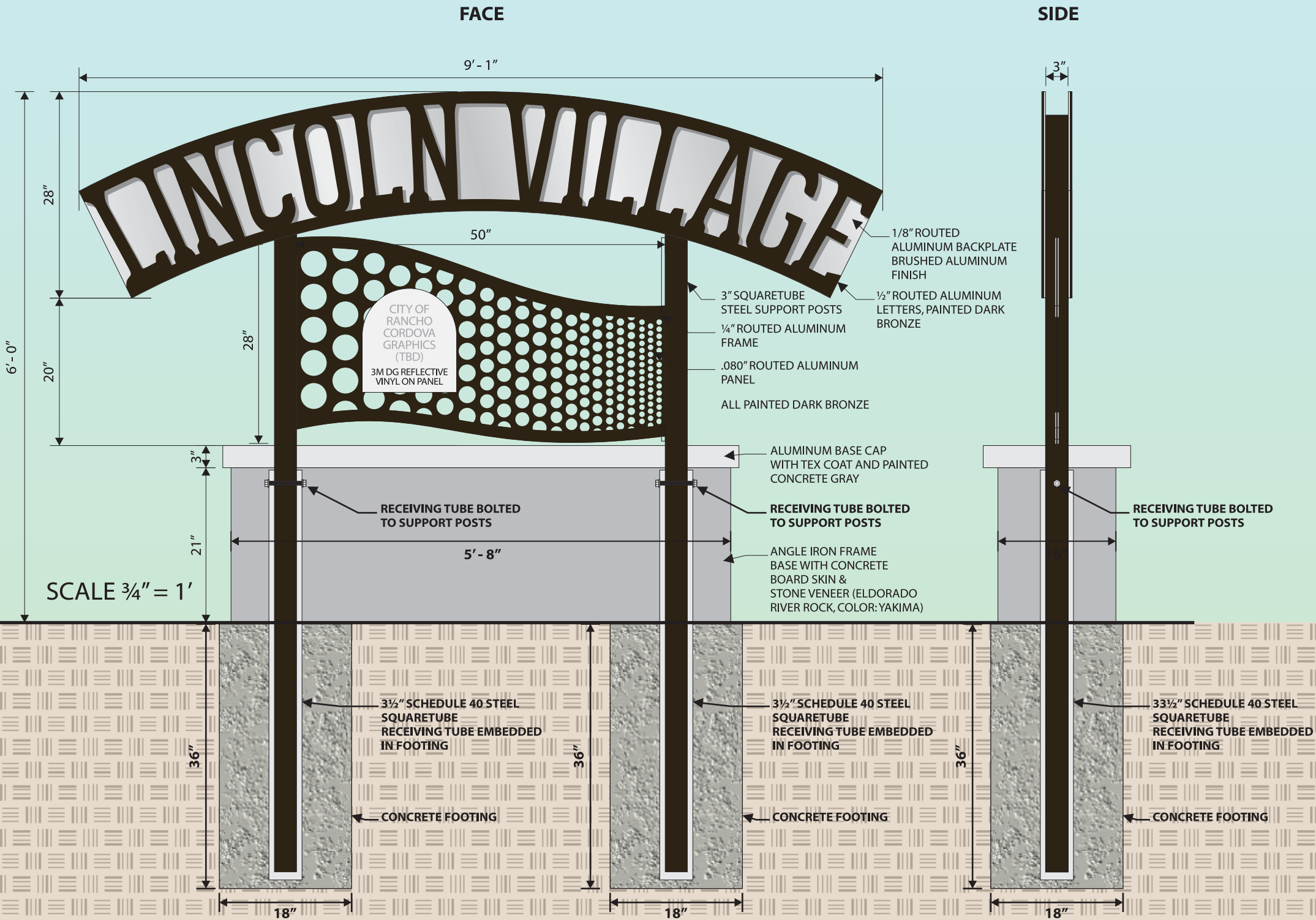
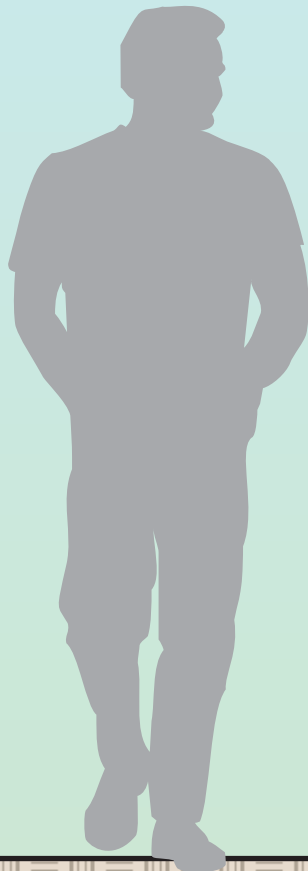
SALESPERSON SIGNOFF _____ DATE _____



ITEM 17.4.
MCGUIRE PACIFIC
LINCOLN VILLAGE
LINCOLN, CA



FOOTING &
ATTACHMENT
DETAIL



**WESTERN
SIGN COMPANY**
SINCE 1959

6221 ENTERPRISE DRIVE, DIAMOND SPRINGS, CA 95619

Phone 916.933-3765 • 530.622-1420 Fax 530.622-9367
E-Mail design@westernsign.com Website www.westernsign.com

SALESPERSON Keith Wills
ILLUSTRATION Perry Wilson
LOCATION Sacramento, CA
DATE 02/04/20
REVISED 02/19/20
03/11/20

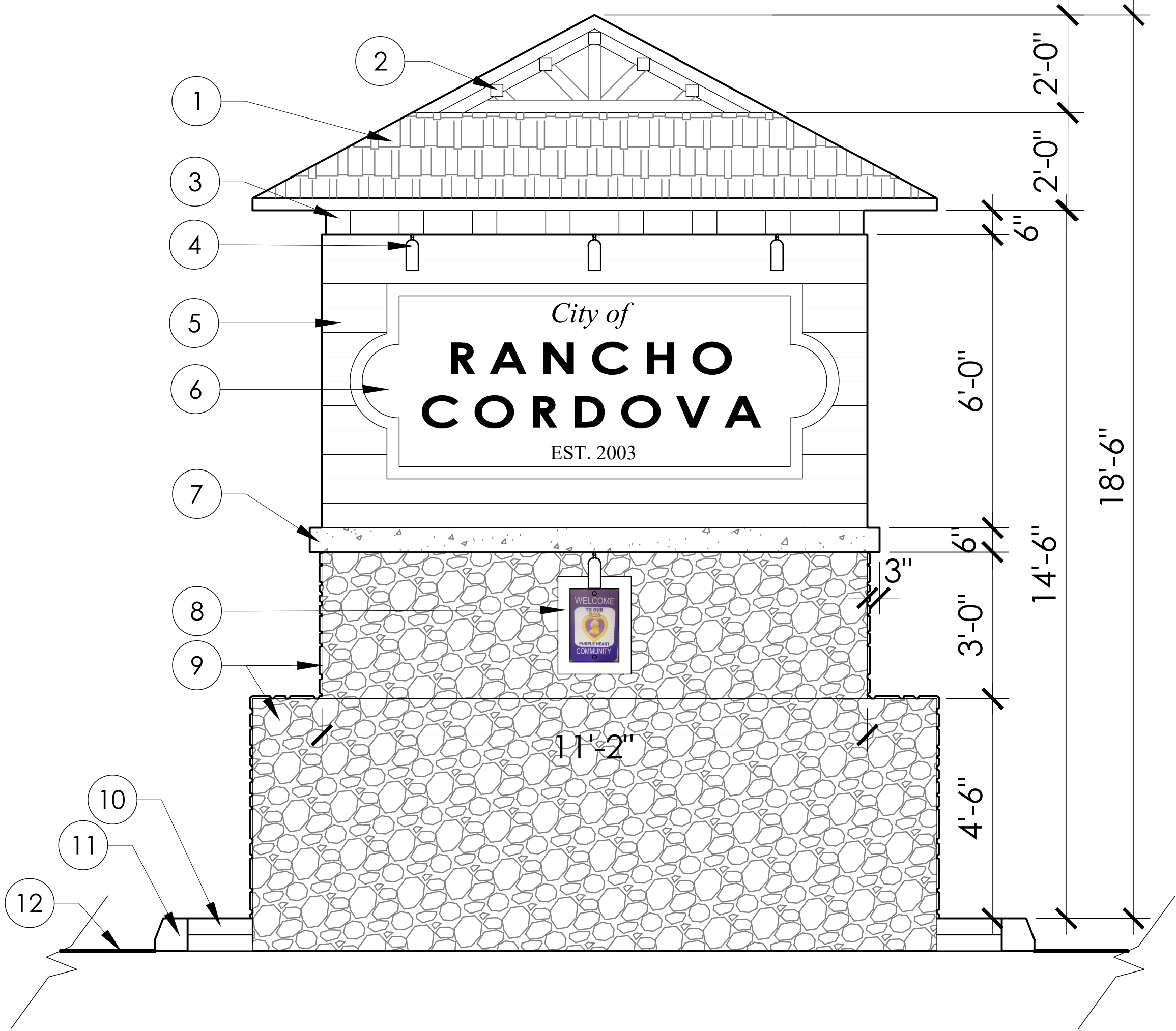
CUSTOMER APPROVAL _____ DATE _____

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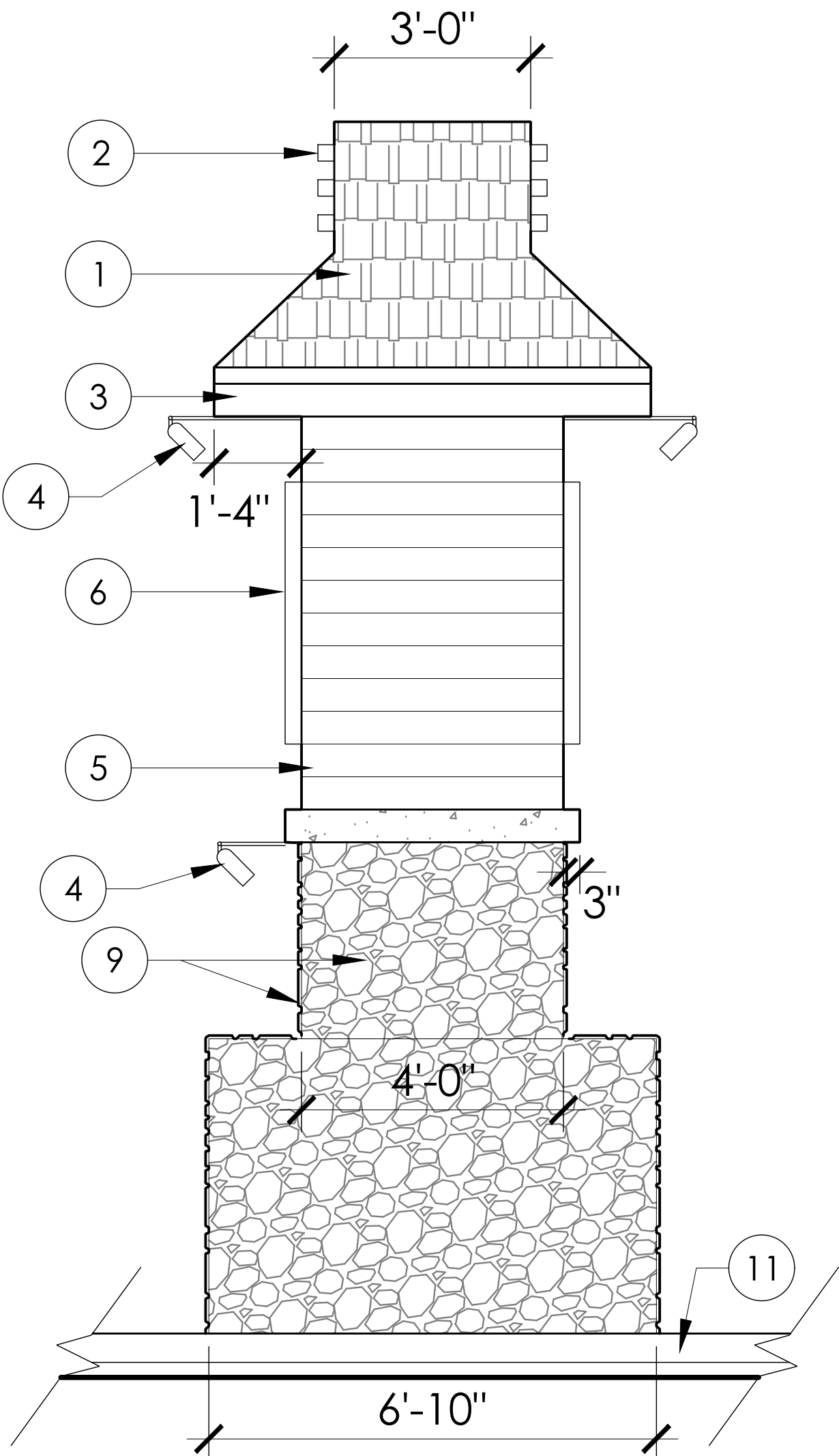
LANDLORD APPROVAL _____ DATE _____

SALESPERSON SIGNOFF _____ DATE _____

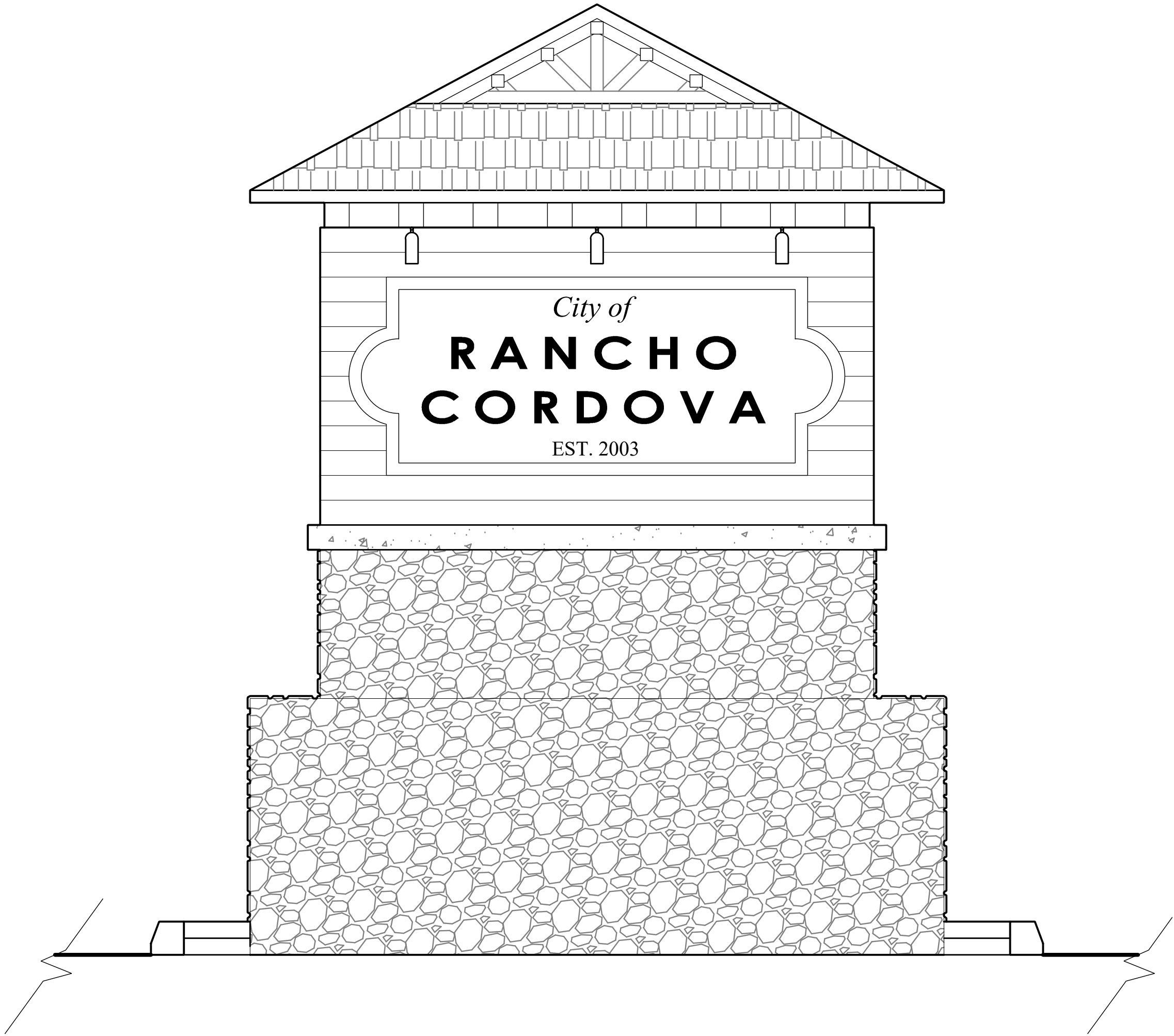




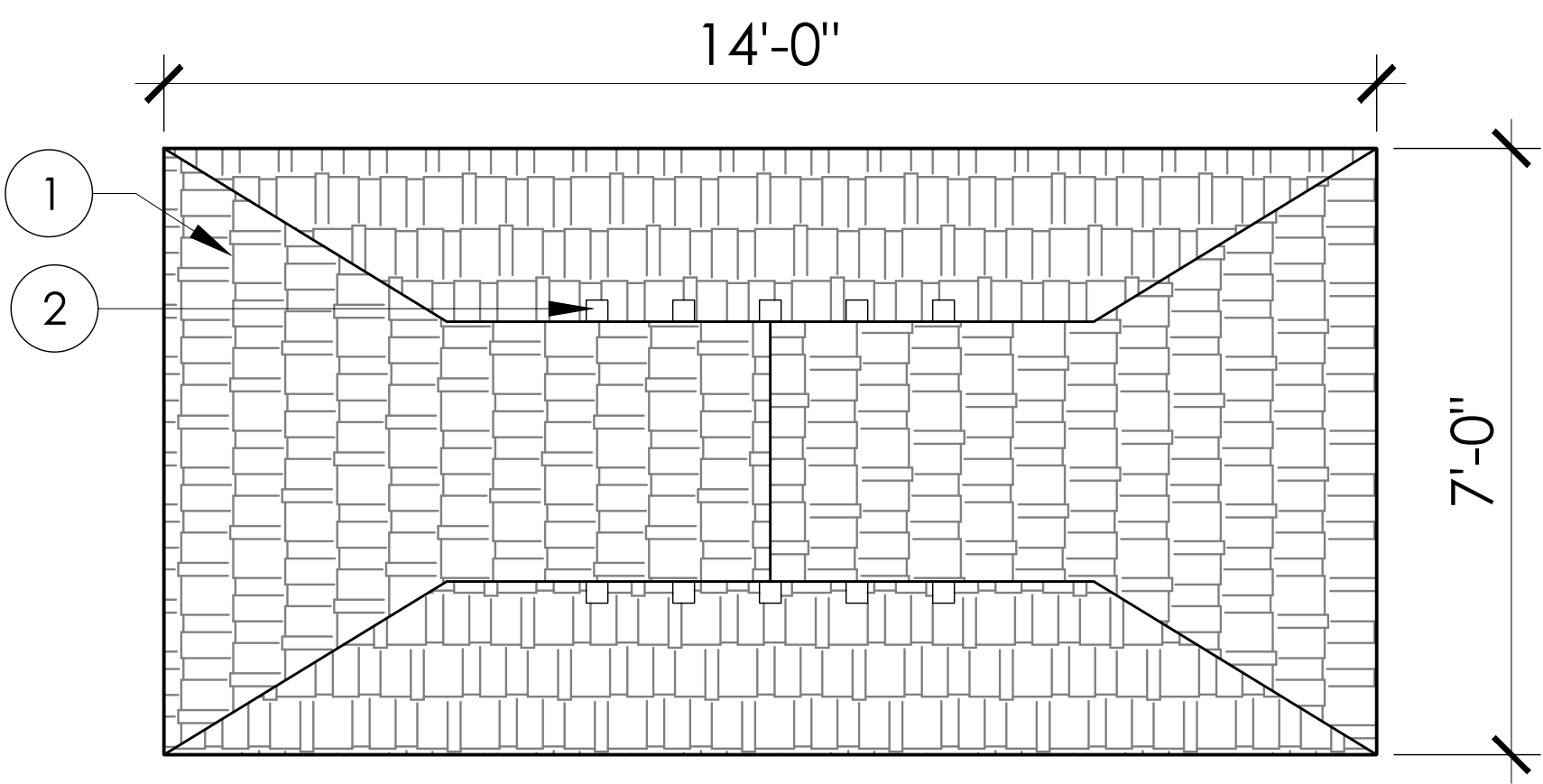
FRONT ELEVATION



SIDE ELEVATION



BACK ELEVATION



ROOF PLAN VIEW

KEY:

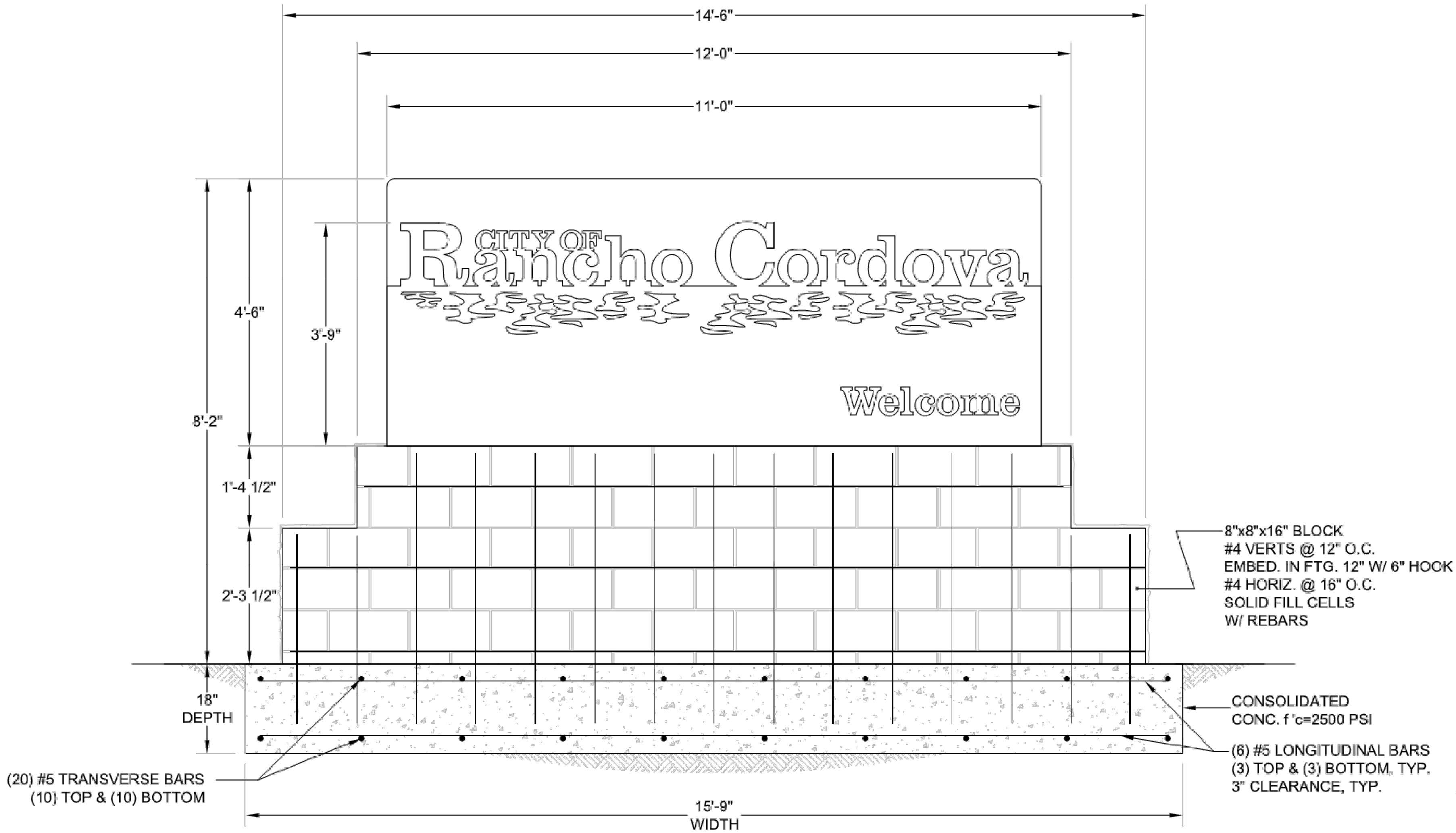
- | | | | |
|---|--------------------------------|----|---|
| 1 | COMPOSITE TILE ROOF | 8 | PRECAST CONCRETE FRAME AROUND PURPLE HEART COMMUNITY SIGN |
| 2 | 3" X 3" DECORATIVE RAFTER | 9 | RIVER ROCK CULTURED STONE VENEER |
| 3 | 6" X 6" SUPPORT BEAM | 10 | STAMPED AND COLORED CONCRETE MEDIAN PAVING |
| 4 | ALUMINUM DIRECTIONAL SPOTLIGHT | 11 | MEDIAN CURB |
| 5 | CLAPBOARD SIDING | 12 | ASPHALT PAVEMENT |
| 6 | PRECAST CONCRETE SIGN | | |
| 7 | CONCRETE CAP | | |

FOLSOM BOULEVARD MONUMENT SIGN

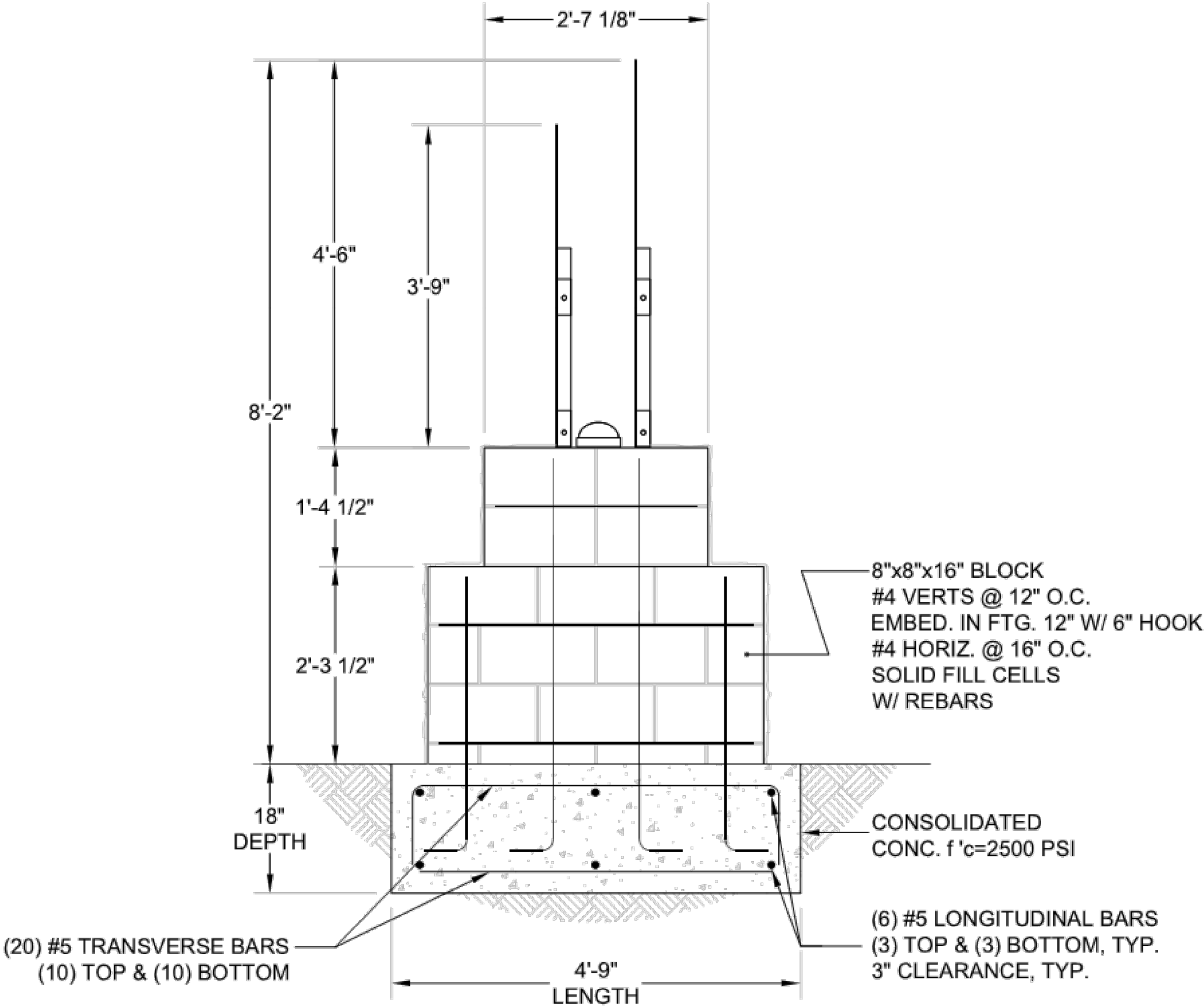
RANCHO CORDOVA, CALIFORNIA

JUNE, 2020





ELEVATION
SCALE: NTS



SIDE ELEVATION
SCALE: NTS

NOTES :

GENERAL :

- SIGN DESIGN IS BASED ON ADEQUATE EXISTING SUPPORT ELEMENTS.
- PROVIDE ISOLATION OF DISSIMILAR MATERIALS.
- COAT ALUMINUM IN CONTACT WITH CONCRETE WITH ZINC RICH PAINT.
- THERE IS NO PROTECTION ZONE AS DEFINED IN AISC 341-10.
- PROVIDE FULLY WELDED END CAPS AT EXPOSED OPEN ENDS OF STEEL / ALUM. TUBES, MATCH THICKNESS LIKE FOR LIKE.
- SLOPE TOP OF EXPOSED FOOTING AWAY FROM DIRECT BURIAL POSTS

ANCHORS :

- BRAND NAME APPROVED POST INSTALLED ANCHORS SPECIFIED ON PLANS MAY BE SUBSTITUTED BY APPROVED EQUAL.

STEEL :

- DESIGN AND FABRICATION ACCORDING TO 2016 CBC
- PLATE, ANGLE, CHANNEL TEE, AND WIDE FLANGE: ASTM A36
- ROUND PIPE: ASTM A53 GRADE B OR EQUIVALENT.
- HSS ROUND, SQUARE, AND RECTANGULAR TUBE: ASTM A500 GRADE B
- OR EQUIVALENT ALL ANCHORS BOLTS SHOULD BE: ASTM F1554
- ALL STEEL MACHINED BOLTS SHOULD BE: ASTM A307
- ALL STAINLESS STEEL MACHINED BOLTS SHOULD BE: ASTM A276
- ALL BOLTS TO BE ZINC COATED BY (HOT DIPPED): ASTM A153 OR F2329
- BEARING TYPE CONNECTION REINFORCING REBAR: ASTM A615 GRADE
- 60 DEFORMED BARS

ALUMINUM :

- DESIGN AND FABRICATION ACCORDING TO 2015 ALUM. DESIGN MANUAL
- PLATES, ANGLES, CHANNELS, TEE, AND SQUARE TUBING: ALUMINUM
- ALLOY 6061 - T6 WITH 0.098 LBS PER CUBIC INCH.

WELDING :

STEEL

- DESIGN AND FABRICATION ACCORDING TO AWS D1.1.
- AWS CERTIFICATION REQUIRED FOR ALL STRUCTURAL WELDERS.
- E70 XX ELECTRODE FOR SMAW PROCESS.
- E70S XX ELECTRODE FOR GMAW PROCESS.
- ER7 XX ELECTRODE FOR GTAW PROCESS.
- E70T XX ELECTRODE FOR FCAW PROCESS.
- ALL WELDS SHALL BE MADE WITH A FILLER METAL THAT CAN PRODUCE WELDS THAT HAVE A MINIMUM CHARPY V-NOTCH TOUGHNESS OF 20FT-LB AT ZERO 0° AS DETERMINED BY THE APPROPRIATE AWS A5 CLASSIFICATION TEST METHOD OR MFG'S. CERTIFICATION.

ALUMINUM

- DESIGN AND FABRICATION ACCORDING TO AWS D1.2. ALL WELDING IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS A.5.10.
- FILLER ALLOYS PER TABLES M.9.1 & M.9.2 OF 2015 ALUMINUM DESIGN MANUAL.

CONCRETE :

- DESIGN AND CONSTRUCTION ACCORDING TO ACI 318-14
- COMPRESSIVE STRENGTH AT 28 DAYS, f'c= 2500 PSI MINIMUM.
- CEMENT TYPE II OR IV. W/C RATIO 0.45 BY WEIGHT FOR PIER AND CAISSON
- FOOTINGS CONCRETE MUST BE POURED AGAINST UNDISTURBED EARTH.
- MAINTAIN A MINIMUM 3" CONCRETE COVER OVER ALL EMBEDDED STEEL.

SOIL:

- LATERAL SOIL BEARING PER IBC CLASS 5 TABLE 1806.2 (100 PSF/FT).

CITY OF RANCHO CORDOVA
PUBLIC WORKS DEPARTMENT
RANCHO CORDOVA GATEWAY SIGN

SIGN DESIGN



PREPARED BY DATE

SURVEY: NAME DATE

DRAWN: NAME PLAN SET DATE

DESIGN: NAME PLAN SET DATE

CHECK: NAME PLAN SET DATE

SCALE

HORIZONTAL: 1"=XX

VERTICAL: 1"=XX

INCHES

0 1 2

FEET

DRAWING

S-1

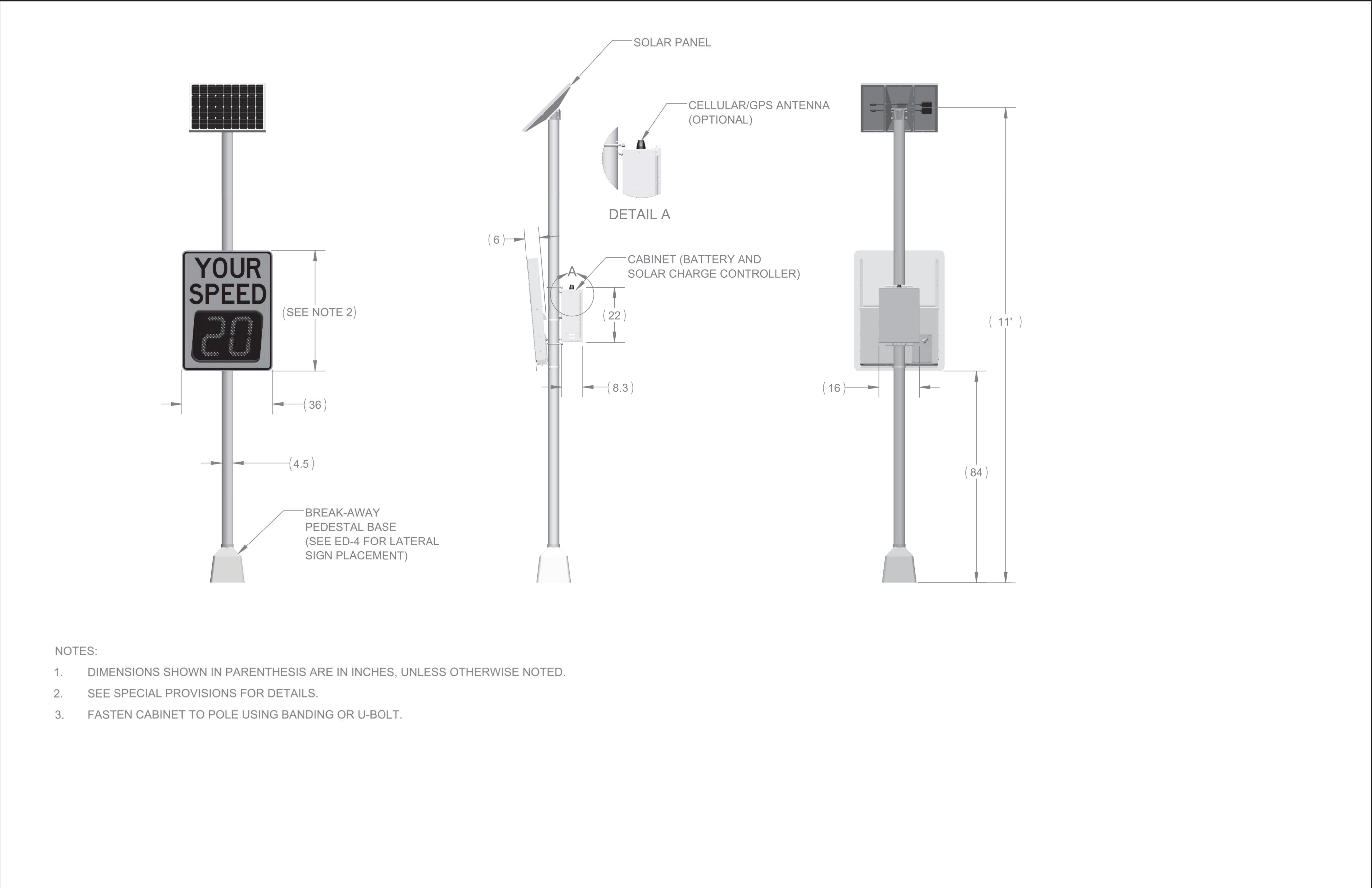
SHEET

3 OF 4



Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

T 916.783.4100
F 916.783.4110



- NOTES:
- 1. DIMENSIONS SHOWN IN PARENTHESIS ARE IN INCHES, UNLESS OTHERWISE NOTED.
 - 2. SEE SPECIAL PROVISIONS FOR DETAILS.
 - 3. FASTEN CABINET TO POLE USING BANDING OR U-BOLT.

SOLAR SPEED FEEDBACK SIGN DETAILS
NO SCALE

ENGINEERS STAMP

DATE: 9/9/2022

IMPROVEMENT PLANS FOR
SUNRISE/FOLSOM BLVD SAFETY IMPROVEMENTS PROJECT
ELECTRICAL DETAILS
CITY OF RANCHO CORDOVA
CALIFORNIA

FEHR PEERS
100 California Blvd
Suite 205
Palo Alto, CA 94303
(650) 778-8800

Kristin D. Cordova
REGISTERED PROFESSIONAL ENGINEER
No. 62461
Exp. 9/30/23
CIVIL
STATE OF CALIFORNIA

DATE:	9/9/2022
SCALE:	AS SHOWN
DRAWN BY:	YELENA SELVIZHITSKIY
DESIGNED BY:	HANID ZOLFAGHARI
CHECKED BY:	KRISTIN CALIA

NO.	DATE	REVISION DESCRIPTION	ENGR.	APPROVED BY	DATE

PROJECT NO: RS21-4023
ED-2
SHEET 23 OF 26

**EXHIBIT B
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Contractor shall notify City within fourteen (14) days of notification from Contractor's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

3. **All Policies Requirements.**

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

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

- 3.5 **Waiver of Subrogation.** Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.
- 3.6 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

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

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

MEMORANDUM



ITEM 17.5.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Finance Manager
SUBJECT: **A RESOLUTION APPROVING THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES WITHIN AN IMPROVEMENT AREA TO BE ANNEXED INTO THE CITY OF RANCHO CORDOVA GRANTLINE 220 COMMUNITY FACILITIES DISTRICT NO. 2023-1**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the annexation of Improvement Area No. 2 into the Community Facilities District (CFD), establish a bond authorization and appropriation limit for Improvement Area No. 2 in a specified amount, approve the Rate and Method of Apportionment (RMA) for Improvement Area No. 2 and direct the City Clerk to execute and record the Boundary Map and Notice of Special Tax Lien for Improvement Area No. 2.

BACKGROUND

On July 3, 2023, the City adopted a Resolution of Intention to establish a Community Facilities District (CFD) and Future Annexation Area for the Grantline 220 project. On August 7, 2023, the City adopted the Resolution forming CFD No. 2023-1 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent. Defining the Future Annexation Area provided the Resolution of Intention, noticing, and public hearing for the entire future annexation area so these steps do not need to be repeated for each annexation.

The Resolution of Formation provides that annexations into the CFD from land within the Future Annexation Area may be made by Request and Unanimous Approval for Annexation and Landowner-Voter Ballot (the "Unanimous Approval") of the landowner. The two owners who collectively own all the territory within the Future Annexation Area (the "Owners") desire to annex land within the Future Annexation Area to the CFD as newly created "Improvement Area No. 2" of the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 ("Improvement Area No. 2"). In April 2024, the Owners executed and delivered to the City a Unanimous Approval with respect to their parcels in the area desired to be annexed into Improvement Area No. 2, in which each Owner has requested (i) annexation of the parcels

described in Exhibit A to its Unanimous Approval, into the CFD, (ii) establishing the Rate and Method of Apportionment of Special Tax (the “RMA”) for Improvement Area No. 2 substantially in the form attached as Exhibit B to the Unanimous Approval, (iii) establishment of a bond authorization and appropriation limit for Improvement Area No. 2 in a specified amount, and (iv) voted in favor of the annexation.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City. Any Special Tax Bonds to be issued on behalf of the CFD are secured solely by the Special Tax levies within the District and are not debt of the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Boundary Map
3. Unanimous Approval - Lennar Homes
4. Unanimous Approval - Lennar Landbank (Grantline 220 CFD 2023-1)

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING A RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES WITHIN IMPROVEMENT AREAS TO BE ANNEXED INTO THE CITY OF RANCHO CORDOVA THE GRANTLINE 220 COMMUNITY FACILITIES DISTRICT NO. 2023-1

WHEREAS, this Council has previously established the Grantline 220 Community Facilities District No. 2023-1 (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”), and formed the CFD pursuant to Resolution No. 119-2023 adopted on December August 7 ,2023 (the “Resolution of Formation”) and thereby also established a Future Annexation Area for the CFD (the “Future Annexation Area”); and

WHEREAS, the two owners who collectively own all the territory within the Future Annexation Area (the “Owners”) desire to annex land within the Future Annexation Area to the CFD as newly created “Improvement Area No. 2” of the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 (“Improvement Area No. 2”); and

WHEREAS, the Owners have each executed and delivered to the City a “Unanimous Consent, Waiver and Vote of Sole Landowner” (the “Unanimous Approval”) with respect to their parcels in the area desired to be annexed into Improvement Area No. 2, pursuant to which each Owner has requested (i) annexation of the parcels described in Exhibit A to its Unanimous Approval, into the CFD, (ii) establishing the Rate and Method of Apportionment of Special Tax (the “RMA”) for Improvement Area No. 2 substantially in the form attached as Exhibit B to the Unanimous Approval, (iii) establishment of a bond authorization and appropriation limit for Improvement Area No. 2 in a specified amount, and (iv) voted in favor of the foregoing; and

WHEREAS, pursuant to the Unanimous Approval, each Owner has certified that, based upon their knowledge and familiarity with the land within Improvement Area No. 2 there are no registered voters residing on their land within Improvement Area No. 2 and that it comprises the sole ownership entity which is the record Owner of the parcels referenced in the Unanimous Approval; and

WHEREAS, on the date hereof, as part of the Unanimous Approval, each Owner has submitted to the Council a landowner ballot with respect to the land it owns in Improvement Area No. 2, and marked “Yes” to indicate support for a ballot measure to make the changes requested by the Unanimous Approval, and the executed Unanimous Approval and ballot is on file with the Clerk; and

WHEREAS, on the basis of the Unanimous Approvals and the included ballots, this Council finds that the Owners of one hundred percent (100%) of the property within Improvement Area No. 2 which would be affected by the adoption and approval of the matters stated therein, has requested, consented to and voted in favor of such adoption and approval in order to more effectively accomplish the authorized purposes of the CFD and Improvement Area No. 2; and

WHEREAS, the Council wishes to accept the Unanimous Approvals, accept the annexation of the territory within the proposed Improvement Area No. 2 into the CFD, and approve and adopt the RMA for Improvement Area No. 2, acknowledge acceptance of the bonded indebtedness and appropriation limit for Improvement Area No. 2, all in furtherance of the authorized purposes of the CFD and Improvement Area No. 2, and all as requested and approved by the Owners in the Unanimous Approvals.

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

Section 1. The foregoing recitals are all true and correct.

Section 2. The territory included in the existing CFD is set forth in the map of the CFD heretofore recorded in the Sacramento County Recorder's Office on July 20, 2023 in Book 141 at Page 21 of Maps of Assessment and Community Facilities Districts as Document No. 202307200415, to which map reference is hereby made. The territory now proposed to be annexed to the CFD is as shown on the Annexation Map for the annexation of Improvement Area No. 2 to the CFD, on file with the Clerk, the boundaries of which territory are hereby approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Annexation Map, showing the territory to be annexed, in the office of the County Recorder of the County of Sacramento within fifteen days of the date of adoption of this resolution.

Section 3. The RMA described herein is hereby approved and adopted and for all future purposes of the applicable Improvement Area No. 2, unless and until changed by future action of the Council in accordance with the Act.

Section 4. The Council hereby finds and declares that the RMA affects only the land within the applicable Improvement Area No. 2, and the ballot measure submitted to and by the Owner as part of the Unanimous Approval constitutes the favorable vote of the landowner of all the territory within the applicable Improvement Area No. 2 as permitted by Section 53329.6 of the Act and waiver of time limits and requirements pertaining to the conduct of the election as permitted by Section 53326 of the Act, with the Owner being the sole-qualified elector entitled to vote in the election, has been passed and approved by the unanimous "Yes" vote of said landowner, as the sole qualified voter and the matters set forth therein are hereby declared as passed.

Section 5. The issuance of bonded indebtedness in one or more series secured by special taxes in Improvement Area No. 2 up to a maximum limit of \$34,400,000 and the establishment of an appropriations limit applicable to Improvement Area No. 2 of \$34,400,000 are approved. After the issuance of the final series of bonds for Improvement Area No. 2, any authorized but unissued bonds in such Improvement Area may be reallocated to other improvement areas which are annexed into the CFD.

Section 6. The City Clerk is hereby directed to cause the preparation and recordation of a Notice of Special Tax Lien for Improvement Area No. 2 to be recorded in the office of the County Recorder of the County of Sacramento, as needed, to the changes ordered by this Resolution.

Section 7. It is hereby found that the actions taken by this resolution are valid and in conformity with the Act, including in accordance with the authority granted to this Council as the

ITEM 17.5.

ATTACHMENT 1

legislative body of the CFD pursuant to the provisions Section 53312.5 and 53315 of the Act. It is hereby further found that all prior proceedings and actions taken by this Council related to the CFD were valid and in conformity with the Act.

Section 8. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of May 2024 by the following vote:

AYES:

NOES:

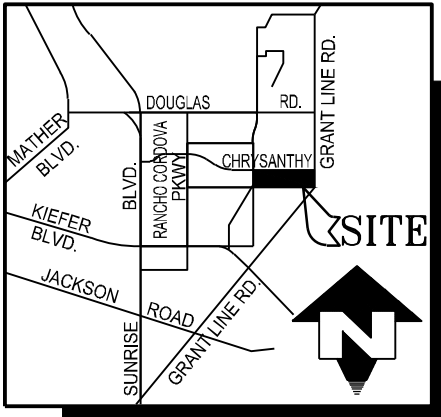
ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk



VICINITY MAP NTS

ANNEXATION MAP NO. 1 OF CITY OF RANCHO CORDOVA
GRANTLINE 220 COMMUNITY FACILITIES DISTRICT NO. 2023-1
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

CLERKS MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF
RANCHO CORDOVA THIS ____ DAY OF _____ 2024.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERKS MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP
OF THE PROPOSED BOUNDARIES AND FUTURE
ANNEXATION AREA OF THE CITY OF RANCHO CORDOVA
GRANTLINE 220 COMMUNITY FACILITIES DISTRICT NO.
_____, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA,
WAS APPROVED BY THE CITY OF RANCHO CORDOVA AT A
REGULARLY SCHEDULED MEETING THERE OF, HELD ON
THE ____ DAY OF _____ 2024. BY ITS RESOLUTION
NO. _____

CITY CLERK OF THE CITY OF RANCHO CORDOVA

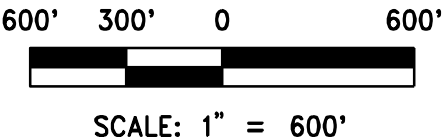
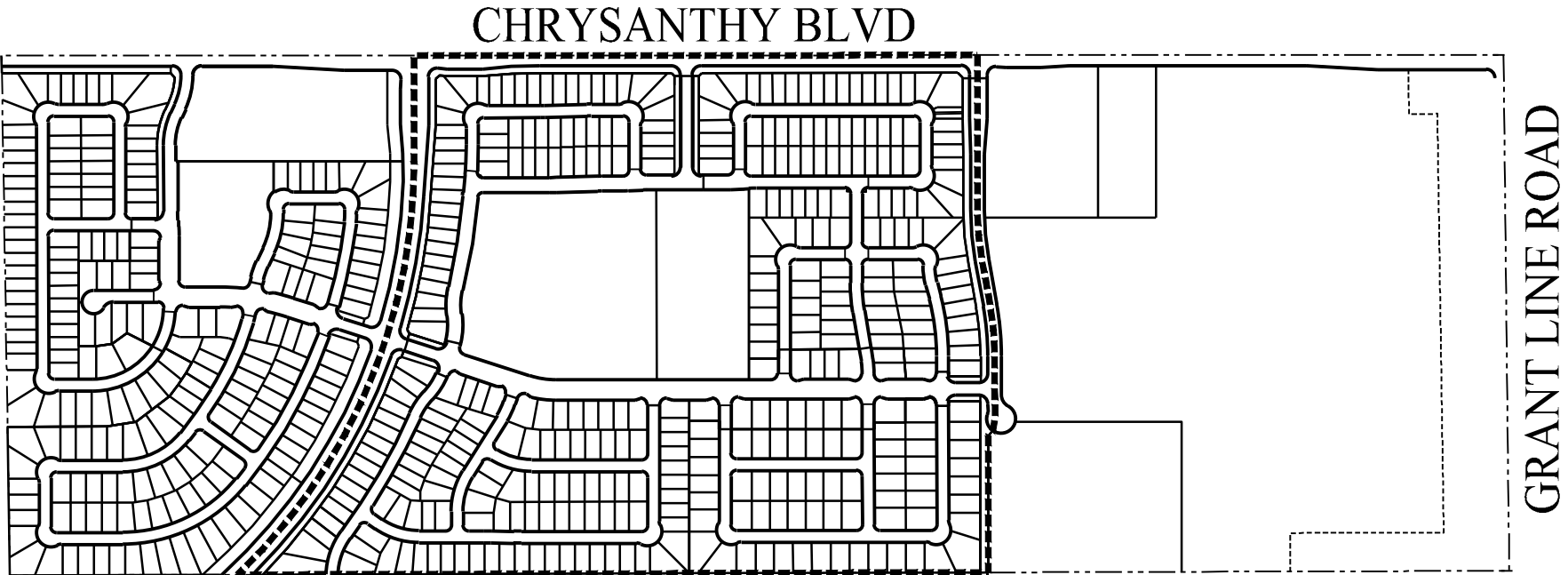
COUNTY RECORDER'S FILING STATEMENT

FILED THIS ____ DAY OF _____ 2024. AT THE
HOUR OF ____ O'CLOCK __ M IN BOOK ____ OF MAPS OF
ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE
NO. __ IN THE OFFICE OF THE COUNTY RECORDER IN THE
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED COUNTY RECORDER OF THE COUNTY OF
SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____



LEGEND	
-----	ANNEXATION AREA / IMPROVEMENT AREA No. 2



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

UNANIMOUS CONSENT, WAIVER AND VOTE OF SOLE LANDOWNER**CITY OF RANCHO CORDOVA
Grantline 220 Community Facilities District No. 2023-1****(Annexation of Improvement Area No. 2)**

To the Honorable City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Members of the Council:

The undersigned is the authorized representative of Lennar Homes of California, LLC, a California limited liability company, the owner of the all the parcels listed in Exhibit A, which parcels collectively comprise land proposed to be annexed into the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 (the "CFD") from the Future Annexation Area as Improvement Area No. 2 ("Improvement Area No. 2").

The undersigned representative ("Owner"), on behalf of the entity it represents, hereby petitions, represents, warrants, and certifies to the City as follows:

1. I am familiar with the CFD, the Future Annexation Area and the land therein listed in Exhibit A hereto and proposed to be Improvement Area No. 2 of the CFD.

2. I am familiar with and have personally inspected the land within Improvement Area No. 2, which is undeveloped land, and I have noted that there are no dwellings thereon that might serve as habitation for registered voters. Based on the foregoing, I have determined that at no time during the 90 days preceding the date hereof were there ever any persons registered to vote within the territory of Improvement Area No. 2.

3. The Council is requested to establish Improvement Area No. 2 within the CFD over land shown on the Annexation Map for the captioned Annexation Map No. 1 of the City of Ranch Cordova Grantline 220 Community Facilities District No. 2023-1, on file with the Clerk, and to establish a special tax applicable to such land as described in Rate, Method of Apportionment, and Manner of Collection of Special Tax for Improvement Area No. 2 ("IA2 RMA"), which is attached to this Unanimous Consent, Waiver and Vote of Sole Landowner.

4. The undersigned is legally entitled and authorized to cast the ballot for the Owner in the landowner, mailed-ballot election to be conducted on May 6, 2024 within Improvement Area No. 2 to determine whether to ratify and confirm the IA2 RMA.

5. The Owner hereby consents to the applicability of the IA2 RMA to land within Improvement Area No. 2.

6. The Owner hereby hereby requests and provides unanimous consent for the issuance of bonded indebtedness secured by special taxes in Improvement Area No. 2 up to a

maximum limit of \$34,400,000 and the establishment of an appropriations limit applicable to Improvement Area No. 2 of \$34,400,000. After the issuance of bonds for Improvement Area No. 2 any authorized but unissued bonds in Improvement Area No. 2 may be reallocated to areas in the Future Annexation Area which are annexed into the CFD subsequent to the annexation of provided for herein.

7. The undersigned, on behalf of the above-named Owner, hereby waives each of the following:

- a. any and all minimum time periods relative to the public hearing to be held pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") and the publication of the notice of hearing pursuant to the Act.
- b. any and all minimum time periods relative to the landowner-voter election to be held pursuant to the Act to ratify and confirm the Council's approval of the IA2 RMA;
- c. the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of the Act;
- d. the requirement to publish notice of the election under the Act;
- e. the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees to accept either mailed service or personal service of the ballot;
- f. the requirements regarding identification envelopes for the return of mailed ballots contained in the Act; and
- g. any and all defects in notice or procedure in the process of ordering the IA2 RMA including but not limited to the public hearing, and conduct of the election, whether known or unknown (other than the right to have ballots accurately counted).

8. The undersigned expressly acknowledges, represents and states that the election is being expedited by the City, pursuant to this waiver and consent, at the particular instance and request of the above-named Owner and this consent and waiver shall constitute a ballot and vote in favor of such change as indicated following the below signature of each Owner and votes as follows by checking a "yes" vote or a "no" vote to the following ballot measure.

BALLOT MEASURE: Shall the measure pursuant to which the City of Rancho Cordova shall establish the Rate and Method of Apportionment of Special Tax (the "RMA") Improvement Area No. 2 of the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 as set forth in Exhibit A hereto **be adopted?**

YES

NO

9. In addition to the matters specifically waived in this Unanimous Consent, Waiver and Vote of Sole Landowner, I wish to make it clear that I requested the changes set forth therein and am fully informed as to all matters related thereto, and that I waive do hereby additionally, knowingly and specifically waive any requirements set forth in The Taxpayer Protection and Government Accountability Act, which is a constitutional initiative that has qualified for the

November 2024 Statewide ballot, and state that the changes and related balloting was expedited at my particular instance.

I further hereby waive (i) any right I may otherwise have to protest or challenge the validity of the proceedings to make the changes stated in this Unanimous Consent, Waiver and Vote of Sole Landowner, (ii) any right I may otherwise have to protest or challenge the conduct of (or any defect in) the proceedings to make the changes stated in this Unanimous Consent, Waiver and Vote of Sole Landowner, and to approve the levy the Special Tax on the land within Improvement Area No. 2, (iii) any and all defects in any notice, ballot, or procedure related to the conduct of the election to make the changes stated in this Unanimous Consent, Waiver and Vote of Sole Landowner, whether known or unknown, and state that the election is being expedited at the particular instance and request of the referenced Owner.

By execution below, the Owner certifies that such Owner has initiated, requested and/or reviewed all the CFD provisions and proceedings leading up to the matters stated in this Unanimous Consent, Waiver and Vote of Sole Landowner, and hereby knowingly, voluntarily and intelligently submitted this Unanimous Consent, Waiver and Vote of Sole Landowner and submits this in furtherance of advising and certifying to the City that the below Owner is satisfied that all requirements set forth in The Taxpayer Protection and Government Accountability Act have been waived and/or met.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed and vote has been cast as of May 6, 2024.

Number of Acres: 5.56

Number of Votes: 6

Property Owner:

Lennar Homes of California, LLC, a California limited liability company.

By: 

Name: Larry Gutierrez

Its: VP

EXHIBIT A

CITY OF RANCHO CORDOVA
Grantline 220 Community Facilities District No. 2023-1

(Annexation of Improvement Area No. 2)

**ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND IN
IMPROVEMENT AREA NO. 2**

Total Acres: 5.56

Property Owner	APN
Lennar Homes of California, LLC	067-2560-001
Lennar Homes of California, LLC	067-2560-002
Lennar Homes of California, LLC	067-2560-003
Lennar Homes of California, LLC	067-2560-004
Lennar Homes of California, LLC	067-2560-005
Lennar Homes of California, LLC	067-2560-006
Lennar Homes of California, LLC	067-2560-007
Lennar Homes of California, LLC	067-2560-008
Lennar Homes of California, LLC	067-2560-009
Lennar Homes of California, LLC	067-2560-010
Lennar Homes of California, LLC	067-2560-020
Lennar Homes of California, LLC	067-2560-021
Lennar Homes of California, LLC	067-2560-022
Lennar Homes of California, LLC	067-2560-054
Lennar Homes of California, LLC	067-2560-055
Lennar Homes of California, LLC	067-2560-056
Lennar Homes of California, LLC	067-2560-057
Lennar Homes of California, LLC	067-2560-058
Lennar Homes of California, LLC	067-2560-059
Lennar Homes of California, LLC	067-2560-060
Lennar Homes of California, LLC	067-2560-061
Lennar Homes of California, LLC	067-2560-062
Lennar Homes of California, LLC	067-2560-063
Lennar Homes of California, LLC	067-2560-064
Lennar Homes of California, LLC	067-2560-065
Lennar Homes of California, LLC	067-2560-066
Lennar Homes of California, LLC	067-2560-067
Lennar Homes of California, LLC	067-2560-068
Lennar Homes of California, LLC	067-2560-069
Lennar Homes of California, LLC	067-2560-070
Lennar Homes of California, LLC	067-2560-071
Lennar Homes of California, LLC	067-2560-072
Lennar Homes of California, LLC	067-2610-001
Lennar Homes of California, LLC	067-2610-002
Lennar Homes of California, LLC	067-2610-003

EXHIBIT B

**CITY OF RANCHO CORDOVA
Grantline 220 Community Facilities District No. 2023-1**

(Annexation of Improvement Area No. 2)

**Rate, Method of Apportionment, and Manner of Collection of Special Tax for
Improvement Area No. 2**

[see next page]

**IMPROVEMENT AREA NO. 2 OF THE
CITY OF RANCHO CORDOVA
GRANTLINE 220
COMMUNITY FACILITIES DISTRICT NO. 2023-1**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 2 of the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in Improvement Area No. 2, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to Improvement Area No. 2 unless a separate Rate and Method of Apportionment is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Acre” or “Acreage” means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Part 1, Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to Improvement Area No. 2, the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City and County in any way related to the establishment or administration of Improvement Area No. 2 and the CFD.

“Administrator” shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

“Annexation Date” means the date on which the property in Improvement Area No. 2 was annexed to the CFD.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating Parcels by Assessor’s Parcel Number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by the CFD.

“Base Special Tax” means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 in Section C, as may be adjusted pursuant to Sections D or H herein.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Special Tax and issued or assumed by or for Improvement Area No. 2 to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1.

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova.

“County” means the County of Sacramento.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property for which a Building Permit for new construction was issued prior to June 1 of the preceding Fiscal Year.

“Development Class” means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property.

“Expected Land Uses” means the number of Residential Units and the Acreage of Other Property expected within Improvement Area No. 2 at the Annexation Date, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Such update(s) shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

“Expected Maximum Special Tax Revenues” means the aggregate Special Tax that can be levied based on application of the Base Special Tax to the Expected Land Uses. The Expected Maximum Special Tax Revenues at the Annexation Date are shown in Attachment 2 and may be revised pursuant to Sections D or H herein. Such update(s) will be maintained internally by the Administrator and will not require recordation of an amended RMA.

“Final Map” means a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term “Final Map” shall not include any large-lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Final Map Property” means, in any Fiscal Year, all SFD Lots created within Final Maps that had recorded prior to June 30 of the preceding Fiscal Year and which have not yet become Developed Property.

“First Bond Sale” means issuance of the first series of Bonds secured, in whole or in part, by Special Taxes levied and collected from Parcels of Taxable Property in Improvement Area No. 2.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Improvement Area No. 2” means Improvement Area No. 2 of the CFD.

“Improvement Fund” means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities.

“Indenture” means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Category” means, individually, Single Family Property or Other Property.

“Land Use Change” means a proposed or approved change to the Expected Land Uses after the Annexation Date.

“Master Developer” means Lennar Homes of California, a Limited Liability Company, and its successors and assigns.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Sections C and D below.

“Other Property” means any Parcel of Developed Property in Improvement Area No. 2 that does not fit within the definition of Single Family Property.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 2.

“Owners Association Property” means any property within the boundaries of Improvement Area No. 2 that is owned in fee or by easement by an Owners Association, not including any such property that is located directly under a residential structure.

“Proportionately” means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

“Public Property” means any property within the boundaries of Improvement Area No. 2 that is owned by the City, federal government, State of California or other public agency.

“Required Coverage” means the amount by which the Expected Maximum Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that identifies the minimum required debt service coverage.

“Residential Unit” means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or apartment building. A second unit (granny flat) that shares a Parcel with an SFD Unit will not be considered a Residential Unit for purposes of levying the Special Tax.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential unit that does not share a common wall with another residential unit.

“Single Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Special Tax” means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support

and rebate payments on the Bonds; (iii) replenish reserve funds created for the Bonds under the Indenture to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year or, based on prior delinquencies, are expected to occur in the current Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax levied on Final Map Property or Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the definition of Special Tax Requirement may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against such costs pursuant to the Indenture; (b) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of the City.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. If, in any Fiscal Year, there is any doubt as to the Tax Zone within which a Parcel is located, the Administrator shall work with the City to make the final determination.

“Tax Zone 1” means that geographic area designated as Tax Zone 1 in Attachment 1 hereto.

“Tax Zone 2” means that geographic area designated as Tax Zone 2 in Attachment 1 hereto.

“Tax Zone 3” means that geographic area designated as Tax Zone 3 in Attachment 1 hereto.

“Tax Zone 4” means that geographic area designated as Tax Zone 4 in Attachment 1 hereto.

“Tax Zone 5” means that geographic area designated as Tax Zone 5 in Attachment 1 hereto.

“Tax Zone 6” means that geographic area designated as Tax Zone 6 in Attachment 1 hereto.

“Taxable Owners Association Property” means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Special Tax because it is Owners Association Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Property” means all of the Parcels within the boundaries of Improvement Area No. 2 that are not exempt from the Special Tax pursuant to law or Section G below.

“Taxable Public Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as

determined by the Administrator, and (iii) if the Parcel were to be exempt from the Special Tax because it is Public Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Welfare Exemption Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Property that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Property on the date of issuance of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D herein), the Parcel was not anticipated to be Welfare Exemption Property based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it has become Welfare Exemption Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Tentative Map” means a tentative map or substantial conformance exhibit for property in Improvement Area No. 2, including any adjustments or amendments thereto.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property, Final Map Property, Taxable Welfare Exemption Property, Taxable Owners Association Property, or Taxable Public Property, as defined herein.

“Welfare Exemption Property” means, in any Fiscal Year, any Parcels in Improvement Area No. 2 that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Tax Zone and the appropriate Development Class, (ii) for Developed Property, categorize each Parcel as Single Family Property or Other Property, (iii) for Other Property, determine the Acreage of each Parcel; and (iv) determine the Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in Improvement Area No. 2 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class and/or Land Use Category than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class and/or Land Use Category, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX**1. *Developed Property and Final Map Property***

The Maximum Special Tax for a Parcel of Developed Property or Final Map Property is the greater of (i) the Base Special Tax set forth in Table 1 below, or, (ii) the Maximum Special Tax determined pursuant to Section D.

Table 1
Base Special Tax
Developed Property and Final Map Property

Tax Zone	Land Use Category	Base Special Tax Fiscal Year 2023-24 *
Tax Zone 1	Single Family Property	\$1,999 per Residential Unit or SFD Lot
	Other Property	\$20,697 per Acre
Tax Zone 2	Single Family Property	\$2,300 per Residential Unit or SFD Lot
	Other Property	\$22,992 per Acre
Tax Zone 3	Single Family Property	\$2,601 per Residential Unit or SFD Lot
	Other Property	\$27,858 per Acre
Tax Zone 4	Single Family Property	\$2,770 per Residential Unit or SFD Lot
	Other Property	\$27,790 per Acre
Tax Zone 5	Single Family Property	\$3,171 per Residential Unit or SFD Lot
	Other Property	\$29,882 per Acre
Tax Zone 6	Single Family Property	\$3,566 per Residential Unit or SFD Lot
	Other Property	\$28,713 per Acre

*** On July 1, 2024 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

2. *Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property*

The Maximum Special Tax for Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property are provided in Table 2 below.

Table 2
Maximum Special Tax
Undeveloped Property, Taxable Owners Association Property,
Taxable Public Property, Taxable Welfare Exemption Property

Tax Zone	Maximum Special Tax Fiscal Year 2023-24*
Tax Zone 1	\$20,697 per Acre
Tax Zone 2	\$22,992 per Acre
Tax Zone 3	\$27,858 per Acre
Tax Zone 4	\$27,790 per Acre
Tax Zone 5	\$29,882 per Acre
Tax Zone 6	\$28,713 per Acre

* On July 1, 2024, and on each July 1 thereafter, all figures shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. Land Use Changes

The Expected Maximum Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at the Annexation Date. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 must be applied:

- Step 1:** By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a prepayment has been made), the Administrator shall identify the Expected Maximum Special Tax Revenues prior to the Land Use Change.
- Step 2:** The Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from Taxable Property in Improvement Area No. 2 after

the Land Use Change based on application of the Base Special Taxes from Table 1.

Step 3: If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change (the “Requesting Landowner”) may make a prepayment in an amount that will ensure that the reduced Expected Maximum Special Tax Revenues are sufficient to provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Special Tax Revenues are sufficient to maintain Required Coverage.

Pursuant to this Section D.3, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request

that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 2. After the prepayment has been received, the application of Sections D and H of this RMA shall be based on the adjusted Expected Maximum Special Tax Revenues after the prepayment.

3. Conversion of a Parcel of Public Property to Private Use

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of the Special Tax. The Maximum Special Tax for each such Parcel shall be determined based on the applicable Base Special Tax for the Parcel, as determined by the Administrator. In addition, the Administrator shall update Attachment 2 to reflect the conversion and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 2.

4. Reduction in Maximum Special Tax

The Base Special Tax for Residential Units set forth in Table 1 may be reduced prior to the First Bond Sale. Such a reduction shall be made without a vote of the qualified CFD electors if the Master Developer requests a reduction in the Base Special Tax. Any such reduction shall occur at least 30 days prior to the First Bond Sale. Such reductions to the Base Special Tax need not be proportionate among the Tax Zones and/or Land Use Categories.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year. A Special Tax shall then be levied according to the following steps:

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property until the amount levied is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.
- Step 2:** If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Special Tax Requirement.
- Step 3:** If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Special Tax Requirement.
- Step 4:** If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Taxable Welfare Exemption Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Welfare Exemption Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.
- Step 5:** If additional revenue is needed after Step 4, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Special Tax Requirement.
- Step 6:** If additional revenue is needed after Step 5, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Special Taxes be levied after Fiscal Year 2064-65. Under no circumstances may the Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Special

Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied in any Fiscal Year on the following:

- (1) Public Property, except Taxable Public Property.
- (2) Owners Association Property, except Taxable Owners Association Property.
- (3) Welfare Exemption Property, except Taxable Welfare Exemption Property.
- (4) Parcels that are owned by a public utility for an unmanned facility.
- (5) Parcels that are subject to an easement that precludes any other use on the Parcel.
- (6) Parcels that have fully prepaid the Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below.

H. PREPAYMENTS

The following definitions apply to this Section H:

“Outstanding Bonds” means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor’s Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

“Public Facilities Requirement” means either \$14.75 million in 2024 dollars, which shall increase on January 1, 2025, and on each January 1 thereafter by 2% of the amount in effect in the prior year or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by Improvement Area No. 2. The Public Facilities Requirement shown above may be adjusted each time property annexes into Improvement Area No. 2 or there is an adjustment to the Expected Maximum Special Tax Revenues due to a Land Use Change.

“Remaining Facilities Costs” means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity and any other source of funding.

1. Full Prepayment

The Special Tax obligation applicable to a Parcel in Improvement Area No. 2 may be prepaid and the obligation of the Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.
- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in Improvement Area No. 2, as shown in Attachment 2.
- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 4.** Compute the current Remaining Facilities Costs (if any).

- Step 5.** Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 6.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 7.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received and which has not been included in a tax levy until the next earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8 and 9 of this prepayment formula will not apply.
- Step 8:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received and which has not been included in a tax levy until the next earliest redemption date for the Outstanding Bonds.
- Step 9:** Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (*the “Defeasance Requirement”*).
- Step 10.** The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds and recording any notices to evidence the prepayment and the redemption (*the “Administrative Fees and Expenses”*).
- Step 11.** If and to the extent so provided in the Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (*the “Reserve Fund Credit”*).
- Step 12.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (*the “Prepayment Amount”*).
- Step 13.** From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Special Tax obligation has been received, a Notice of Cancellation of Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Special Tax. However, a Notice of Cancellation of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. *Partial Prepayment*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment would be less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

I. INTERPRETATION OF RMA

Interpretations may be made by Resolution of the City Council to interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Tax, method of apportionment, classification of properties, or any definition applicable to Improvement Area No. 2 of the CFD, as long as such correction does not materially affect the levy and collection of Special Taxes. The City, upon the request of an owner of land within Improvement Area No. 2 which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within Improvement Area No. 2, provided such amendment only affects such owner's land. Under no circumstances may such revisions to the RMA decrease the Expected Maximum Special Tax Revenues to a level that will reduce debt service coverage below the Required Coverage.

ATTACHMENT 1

**Improvement Area No. 2 of the
City of Rancho Cordova
Grantline 220
Community Facilities District No. 2023-1**

**Identification of Tax Zones and Expected Lot Layout
in Improvement Area No. 2**

ATTACHMENT 1

IMPROVEMENT AREA NO. 2 OF THE GRANTLINE 220 CFD

IDENTIFICATION OF TAX ZONES AND EXPECTED LOT LAYOUT

LENNAR HOMES

RANCHO CORDOVA, CALIFORNIA

LEGEND

TAX ZONE 1

TAX ZONE 2

TAX ZONE 3

TAX ZONE 4

TAX ZONE 5

TAX ZONE 6



ATTACHMENT 2

**Improvement Area No. 2 of the
City of Rancho Cordova
Grantline 220
Community Facilities District No. 2023-1**

Expected Land Uses and Expected Maximum Special Tax Revenues

Tax Zone	Land Use Category	Expected Residential Units/Acreage	Base Special Tax (FY 2023-24) *	Expected Maximum Special Tax Revenues (FY 2023-24) *
Tax Zone 1	Single Family Property Other Property	78 Residential Units 0 Acres	\$1,999 per Residential Unit \$20,697 per Acre	\$155,922 \$0
Tax Zone 2	Single Family Property Other Property	40 Residential Units 0 Acres	\$2,300 per Residential Unit \$22,992 per Acre	\$92,000 \$0
Tax Zone 3	Single Family Property Other Property	59 Residential Units 0 Acres	\$2,601 per Residential Unit \$27,858 per Acre	\$153,459 \$0
Tax Zone 4	Single Family Property Other Property	60 Residential Units 0 Acres	\$2,770 per Residential Unit \$27,790 per Acre	\$166,200 \$0
Tax Zone 5	Single Family Property Other Property	40 Residential Units 0 Acres	\$3,171 per Residential Unit \$29,882 per Acre	\$126,840 \$0
Tax Zone 6	Single Family Property Other Property	87 Residential Units 0 Acres	\$3,566 per Residential Unit \$28,713 per Acre	\$310,242 \$0
Expected Maximum Special Tax Revenues (FY 2023-24 \$)				\$1,004,663

* On July 1, 2024, and each July 1 thereafter, all dollar amounts shown above shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.

UNANIMOUS CONSENT, WAIVER AND VOTE OF SOLE LANDOWNER**CITY OF RANCHO CORDOVA****Grantline 220 Community Facilities District No. 2023-1****(Annexation of Improvement Area No. 2)**

To the Honorable City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Members of the Council:

The undersigned is the of Authorized Representative of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership ("Owner"), the owner of the parcels listed in Exhibit A, which parcels collectively comprise certain of the land proposed to be annexed into the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 (the "CFD") from the Future Annexation Area as Improvement Area No. 2 ("Improvement Area No. 2").

The undersigned Owner representative, on behalf of Owner, hereby petitions, represents, warrants, and certifies to the City as follows:

1. I am familiar with the CFD, the Future Annexation Area and the land therein listed in Exhibit A hereto and proposed to be Improvement Area No. 2 of the CFD.
2. I am familiar with the land within Improvement Area No. 2, which is undeveloped land, and I have noted that there are no dwellings thereon that might serve as habitation for registered voters. Based on the foregoing, I have determined, on behalf of Owner, that at no time during the 90 days preceding the date hereof were there ever any persons registered to vote within the territory of Improvement Area No. 2.
3. The Council is requested to establish Improvement Area No. 2 within the CFD over land shown on the Annexation Map for the captioned Annexation Map No. 1 of the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1, on file with the Clerk, and to establish a special tax applicable to such land as described in Rate, Method of Apportionment, and Manner of Collection of Special Tax for Improvement Area No. 2 ("IA2 RMA"), which is attached to this Unanimous Consent, Waiver and Vote of Sole Landowner.
4. I am legally entitled and authorized to cast the ballot for the Owner in the landowner, mailed-ballot election to be conducted on May 6, 2024 within Improvement Area No. 2 to determine whether to ratify and confirm the IA2 RMA.
5. The Owner hereby consents to the applicability of the IA2 RMA to land within Improvement Area No. 2.

6. The Owner hereby requests and provides unanimous consent for the issuance of bonded indebtedness secured by special taxes in Improvement Area No. 2 up to a maximum limit of \$34,400,000 and the establishment of an appropriations limit applicable to Improvement Area No. 2 of \$34,400,000. After the issuance of bonds for Improvement Area No. 2 any authorized but unissued bonds in Improvement Area No. 2 may be reallocated to areas in the Future Annexation Area which are annexed into the CFD subsequent to the annexation of provided for herein.

7. I, on behalf of Owner, hereby waive each of the following:

a. any and all minimum time periods relative to the public hearing to be held pursuant to the Mello-Roos Community Facilities Act of 1982 (the "Act") and the publication of the notice of hearing pursuant to the Act.

b. any and all minimum time periods relative to the landowner-voter election to be held pursuant to the Act to ratify and confirm the Council's approval of the IA2 RMA;

c. the preparation and distribution of an impartial analysis of the ballot measure, as well as arguments in favor and against, under the authority of the Act;

d. the requirement to publish notice of the election under the Act;

e. the requirements regarding the time to mail ballots to the qualified electors under Elections Code Section 4101, and agrees to accept either mailed service or personal service of the ballot;

f. the requirements regarding identification envelopes for the return of mailed ballots contained in the Act; and

g. any and all defects in notice or procedure in the process of ordering the IA2 RMA including but not limited to the public hearing, and conduct of the election, whether known or unknown (other than the right to have ballots accurately counted).

8. I, on behalf of Owner, expressly acknowledge that the election is being expedited by the City, pursuant to this waiver and consent, at the particular instance and request of Owner and this consent and waiver shall constitute a ballot and vote in favor of such change as indicated following the below signature on behalf of Owner and votes as follows by checking a "yes" vote or a "no" vote to the following ballot measure.

BALLOT MEASURE: Shall the measure pursuant to which the City of Rancho Cordova shall establish the Rate and Method of Apportionment of Special Tax (the "RMA") Improvement Area No. 2 of the City of Rancho Cordova Grantline 220 Community Facilities District No. 2023-1 as set forth in Exhibit A hereto **be adopted?**

YES

NO

9. In addition to the matters specifically waived in this Unanimous Consent, Waiver and Vote of Sole Landowner, I, on behalf of Owner, wish to make it clear that Owner requested the changes set forth therein and is fully informed as to all matters related thereto, and that Owner waive does hereby additionally, knowingly and specifically waive any requirements set forth in

November 2024 Statewide ballot, and state that the changes and related balloting was expedited at my particular instance.

I further hereby waive (i) any right I may otherwise have to protest or challenge the validity of the proceedings to make the changes stated in this Unanimous Consent, Waiver and Vote of Sole Landowner, (ii) any right I may otherwise have to protest or challenge the conduct of (or any defect in) the proceedings to make the changes stated in this Unanimous Consent, Waiver and Vote of Sole Landowner, and to approve the levy the Special Tax on the land within Improvement Area No. 2, (iii) any and all defects in any notice, ballot, or procedure related to the conduct of the election to make the changes stated in this Unanimous Consent, Waiver and Vote of Sole Landowner, whether known or unknown, and state that the election is being expedited at the particular instance and request of the referenced Owner.

By execution below, the Owner certifies that such Owner has initiated, requested and/or reviewed all the CFD provisions and proceedings leading up to the matters stated in this Unanimous Consent, Waiver and Vote of Sole Landowner, and hereby knowingly, voluntarily and intelligently submitted this Unanimous Consent, Waiver and Vote of Sole Landowner and submits this in furtherance of advising and certifying to the City that the below Owner is satisfied that all requirements set forth in The Taxpayer Protection and Government Accountability Act have been waived and/or met.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed and vote has been case as of May 6, 2024.

Number of Acres: 45.21

Property Owner:

Number of Votes: 46

AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership

By: Wendy Stoeckel

Name: Wendy Stoeckel

Authorized Representative of Essential Housing Asset
Its: Management, LLC, an Arizona limited liability
company, Authorized Agent of AG EHC II (LEN) CA 2,
L.P. a Delaware limited partnership

EXHIBIT A

CITY OF RANCHO CORDOVA
Grantline 220 Community Facilities District No. 2023-1

(Annexation of Improvement Area No. 2)

**ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND IN
IMPROVEMENT AREA NO. 2**

Total Acres: 45.21

Property Owner	APN #
AG EHC II (LEN) CA 2, L.P., a Delaware limited partnership	067-2550-001
	067-2550-002
	067-2550-003
	067-2550-004
	067-2550-005
	067-2550-006
	067-2550-007
	067-2550-008
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EXHIBIT B

**CITY OF RANCHO CORDOVA
Grantline 220 Community Facilities District No. 2023-1**

(Annexation of Improvement Area No. 2)

**Rate, Method of Apportionment, and Manner of Collection of Special Tax for
Improvement Area No. 2**

MEMORANDUM



ITEM 17.6.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
Ka Vang, Management Analyst
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PREDEVELOPMENT GRANT AGREEMENT WITH IKAICA OHANA FOR THE AFFORDABLE HOUSING CROSSING AT WOODBERRY PROJECT LOCATED AT 2738 WOODBERRY WAY IN THE AMOUNT OF \$960,000 UTILIZING THE PROHOUSING INCENTIVE PILOT PROGRAM FUNDING**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a Predevelopment Grant Agreement with Ikaika Ohana, a nonprofit corporation in partnership with the City of Rancho Cordova and its developer partner, Urban Housing Communities (UHC), for the Crossings at Woodberry project in the amount of \$960,000.

BACKGROUND

Since 2017, the City of Rancho Cordova (City) has been working with Urban Housing Communities (UHC) and the nonprofit partner Ikaika Ohana on the Crossings at Woodberry project. The Crossings at Woodberry project is a multi-family housing project consisting of 28 affordable rental units for families earning less than sixty percent (60%) of area median income. UHC, on behalf of the City, has submitted multiple applications for State and federal funding and has not yet been successful at securing competitive funding needed to complete the project.

On February 21, 2023, staff applied for the one-time Prohousing Incentive Pilot (PIP) program funding and on May 9, 2023, HCD awarded the City \$960,000. On August 21, 2023, the City Council adopted Resolution No. 123-2023 allocating the PIP funding to the Crossings at Woodberry project, which will enhance the project's competitiveness for federal and State tax credits needed to complete funding for the project, and authorizing the City Manager to enter into a Standard Agreement with the California Department of Housing and Community Development (HCD) for the PIP funds. The PIP Standard Agreement between the City and HCD was executed on August 7, 2023.

The PIP funding for the Crossings at Woodberry project will be used to underground existing utilities on site and complete the architectural and engineering documents (building plans) needed to construct the project. Undergrounding the existing on-site utilities at this time will help expedite the later project construction and will improve the City-owned lot regardless of when the project moves forward. UHC, the project developer, has submitted an application for federal and State credits in February 2024 and is currently waiting to hear back if that application was successful. If the application is successful, the project will be on a tight timeline to begin construction within six months of the award notification, by late 2024. Therefore, getting started on the architectural and engineering plans at this time will position the project to meet the required construction start deadline with a successful tax credit award. If this application is unsuccessful, UHC will apply again in July 2024 and will similarly be well-prepared to begin construction with completed building plans in early 2025.

The City's financial commitment to the project is \$5,600,000. This overall amount includes the \$960,000 in PIP funding, \$660,000 in value from the loan of the City-owned land, \$1,000,000 in American Rescue Plan Act (ARPA) funding, \$2,000,000 of the City's allocation of HOME INvestment Partnerships Program Consortium funding (managed by the Sacramento Housing and Redevelopment Agency), \$288,000 in the form of impact fee reductions, and \$692,000 in a residual receipts loan. Only the residual receipts loan is sourced from the City's General Fund.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact for this action. This action will utilize and expend State affordable housing grant funding.

ATTACHMENT(S)

1. Resolution
2. Woodberry Predevelopment Grant Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A
PREDEVELOPMENT GRANT AGREEMENT WITH IKAIKA OHANA FOR THE CROSSINGS
AT WOODBERRY AFFORDABLE HOUSING DEVELOPMENT PROJECT**

WHEREAS, the City of Rancho Cordova ("City") submitted a grant application for the Prohousing Incentive Pilot ("PIP") program Round 1 and was awarded with \$960,000 in PIP funding on May 9, 2023; and

WHEREAS, the City Council adopted Resolution No. 123-2023 on August 21, 2023, allocating the PIP funding to the Crossings at Woodberry project, a multi-family housing development project consisting of 28 affordable rental units for families earning less than 60% area median income (AMI) ("Project"), to enhance the Project's competitiveness for needed state housing funding; and

WHEREAS, the City has partnered with nonprofit partner organization Ikaika Ohana, the Managing General Partner of A0575 Rancho Cordova L.P., a limited partnership for the development of the Project; and

WHEREAS, the Project is exempt from the California Environmental Quality Act ("CEQA") under the exemption for ministerial development projects (CEQA Guidelines § 15268); and

WHEREAS, the City Council desires to execute a Predevelopment Grant Agreement with Ikaika Ohana for the Project in the amount of \$960,000 utilizing PIP grant funding for the purpose of undergrounding on-site utilities and to complete predevelopment activities that will prepare the Project for construction.

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

SECTION 1. The City Council finds that the Project is exempt from CEQA under CEQA guidelines Section 15268, Ministerial Projects. The City Council further finds that the Project is consistent with the City's General Plan, and the City's Zoning Code. The City certified an environmental review for the Zoning Code. Therefore, no additional CEQA environmental review is required.

SECTION 2. The City Manager of the City of Rancho Cordova is authorized to execute a Predevelopment Grant Agreement, and all other documents deemed necessary to evidence and secure the PIP grant funds, in a form approved by the City Attorney, with Ikaika Ohana for the Crossings at Woodberry Project in the amount of \$960,000.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of May 2024 by the following vote:

AYES:

ITEM 17.6.

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

PREDEVELOPMENT GRANT AGREEMENT

by and between

THE CITY OF RANCHO CORDOVA

and

IKAIKA OHANA

(Crossings at Woodberry)

**PREDEVELOPMENT GRANT AGREEMENT
(Crossings at Woodberry)**

THIS PREDEVELOPMENT GRANT AGREEMENT (this “**Agreement**”) is entered into effective as of February 1, 2024 (“**Effective Date**”), by and between the City of Rancho Cordova, a California municipal corporation (“**City**”), and Ikaika Ohana, a Hawaii nonprofit corporation (“**Nonprofit**”). City and Nonprofit are hereinafter collectively referred to as the “**Parties**.”

RECITALS

A. City is the owner of approximately 1.07 acres of vacant property located at 2738 Woodberry Way in the City of Rancho Cordova, California (the “**Property**”).

B. City desires for the Property to be developed as an affordable housing project for occupancy by low and very low income households (the “**Affordable Housing Project**”).

C. City has committed to convey the Property to A0575 Rancho Cordova, L.P., a California limited partnership affiliated with Nonprofit (the “**Partnership**”), for the purpose of the development and operation of the Affordable Housing Project, subject to receipt of an allocation of 9% Low Income Housing Tax Credits and certain other conditions, as memorialized in a letter from the City to the Partnership dated April 12, 2023.

D. Nonprofit is the managing general partner of the Partnership.

E. City has, by adoption of City Council Resolutions #95-2021 on June 21, 2021 and #117-2022 on June 20, 2022, committed to provide certain loans and grants-for use in the development of the Affordable Housing Project on the Property.

F. City has received a grant of \$960,000 in funds from the Prohousing Incentive Pilot Program (“**PIP**”) from the California Department of Housing and Community Development.

G. The Parties desire for Nonprofit to loan funds to the Partnership for certain predevelopment activities with respect to the Affordable Housing Project prior to the Partnership’s acquisition of the Property and construction of the Affordable Housing Project thereon. Nonprofit desires to cause the Partnership to perform such predevelopment work provided that City makes a grant to Nonprofit for such work.

H. To effectuate this purpose, the City desires to provide a grant of \$960,000 to Nonprofit from the PIP funds (the “**Predevelopment Grant**”) pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I
DEFINITIONS

1. Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

(a) **"Affordable Housing Project"** means the multifamily apartment units and related onsite improvements, parking, landscaping and other onsite improvements proposed to be located on the Property.

(b) **"Agreement"** means this Predevelopment Grant Agreement, including the attached Exhibits and all subsequent amendments to this Agreement.

(c) **"Assignment of Architectural and Engineering Agreements"** means the agreement that will provide for the assignment of certain architectural and engineering contracts for the Project substantially in the form attached hereto as Exhibit C and incorporated herein.

(d) **"City"** means the City of Rancho Cordova, a California municipal corporation.

(e) **"City Documents"** means, collectively, this Agreement, the Assignment of Architectural and Engineering Agreements, and all other documents required to be executed by the Nonprofit in connection with the transaction contemplated by this Agreement.

(f) **"City Manager"** means the City Manager of the City.

(g) **"Event of City Default"** has the meaning set forth in Section 6.2.

(h) **"Event of Nonprofit Default"** has the meaning set forth in Section 6.1.

(i) **"Indemnitees"** means the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors.

(j) **"Nonprofit"** means Ikaika Ohana, a Hawaii nonprofit corporation, and its permitted successors and assigns as set forth herein.

(k) **"Parties"** means the City and the Nonprofit. "Party" means either the City or the Nonprofit.

(l) **"Partnership"** means A0575 Rancho Cordova, L.P., a California limited partnership.

(m) **"Predevelopment Grant"** means the grant from the City to the Nonprofit in the amount of Nine Hundred Sixty Thousand Dollars (\$960,000).

(n) **"Property"** means the real property owned or to be acquired by the Partnership located at 2738 Woodberry Way, which real property is more particularly described in the Legal Description attached hereto as Exhibit A which is incorporated herein.

(o) **"Transfer"** has the meaning set forth in Section 5.2.

ARTICLE II REPRESENTATIONS; EFFECTIVE DATE AND TERM

2.1 Nonprofit's Representations. Nonprofit represents and warrants to City as follows, and Nonprofit covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 2.1 not to be true, Nonprofit shall immediately give written notice of such fact or condition to City. Nonprofit acknowledges that City shall rely upon Nonprofit's representations made herein notwithstanding any investigation made by or on behalf of City.

(i) Authority. Nonprofit is a nonprofit corporation duly formed and in good standing under the laws of the State of Hawaii. Nonprofit has the full right, power and authority to undertake all obligations of Nonprofit as provided herein, and Nonprofit's execution, performance and delivery of this Agreement and the City Documents have been duly authorized by all requisite actions.

(ii) No Conflict. Nonprofit's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Nonprofit is a party or by which it is bound.

(iii) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Nonprofit to perform its obligations under this Agreement.

(iv) No Nonprofit Bankruptcy. Nonprofit is not the subject of a bankruptcy or insolvency proceeding.

2.2 Effective Date. The representations and warranties of Nonprofit hereunder shall be effective as of the Effective Date.

ARTICLE III PREDEVELOPMENT WORK

3.1 Scope of Predevelopment Work. Nonprofit shall cause the Partnership to perform the Predevelopment Work substantially in accordance with the terms and conditions of this Agreement, the Scope of Predevelopment Work attached hereto as Exhibit B, and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or agency with jurisdiction over the Predevelopment Work or the Property has granted or issued as of the date hereof or may hereafter grant or issue.

ITEM 17.6.

Exhibit A to the Resolution

3.2 Designs and Plans. Nonprofit covenants that all designs and plans shall be prepared in accordance with the requirements of the Scope of Predevelopment Work attached hereto as Exhibit B and incorporated herein. Nonprofit and/or Partnership shall be solely responsible for payment of all direct and indirect costs and expenses incurred in connection with the foregoing.

3.3 Liens and Stop Notices. Nonprofit shall not allow to be placed on the Property or any part thereof any lien or stop notice on account of materials supplied to or labor performed on behalf of Partnership or Nonprofit. If a claim of a lien or stop notice is given or recorded affecting the Property, Nonprofit shall within thirty (30) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount or provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged.

3.4 Right of City to Satisfy Liens on the Property. If Nonprofit fails to satisfy or discharge any lien or stop notice on the Property pursuant to Section 3.3 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Nonprofit's expense and without further notice to Nonprofit. In such event Nonprofit shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Nonprofit to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Nonprofit. The City may (but has no obligation to) record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Property.

3.5 Prevailing Wage Requirements. Nonprofit shall cause Partnership and its contractors and agents to comply with, to the extent applicable, California Labor Code Section 1720, *et seq.* and applicable federal labor laws and standards, and the regulations adopted pursuant thereto ("**Prevailing Wage Laws**"), and to be responsible for carrying out the requirements of such provisions. If and to the full extent required by all applicable State laws, rules and regulations, Nonprofit shall cause Partnership and its contractors and agents to comply with California Labor Code Section 1720, *et seq.*, and the regulations adopted pursuant thereto, as the same may be applicable to the Predevelopment Work ("**Prevailing Wage Laws**"), and to be responsible for carrying out the requirements of such provisions.

Nonprofit shall indemnify, defend (with counsel approved by City) and hold the City, and its respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the "**Indemnitees**"), harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively "**Claims**") which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the Predevelopment Work, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Partnership related to this

Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City does not and shall not waive any rights against Nonprofit which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Nonprofit's deposit with City of any of the insurance policies described in this Agreement. The provisions of this Section 3.5 shall survive the expiration or earlier termination of this Agreement and the issuance of any approval or notice of completion for the Predevelopment Work. Nonprofit's indemnification obligations under this Section 3.5 shall not apply to any Claim which arises as a result of an Indemnatee's gross negligence or willful misconduct.

3.6 Compliance with Laws. Nonprofit shall cause Partnership to carry out and cause its contractors to carry out the Predevelopment Work in conformity with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

ARTICLE IV CITY FINANCIAL ASSISTANCE

4.1 Predevelopment Grant. The City shall provide a grant to Nonprofit in the amount of Nine Hundred Sixty Thousand Dollars (\$960,000) (the "**Predevelopment Grant**"), upon the terms and conditions and for the purposes set forth in this Agreement. Provided that Nonprofit has complied with all conditions precedent to disbursement of the Predevelopment Grant set forth in Section 4.3, the proceeds of the Predevelopment Grant ("**Predevelopment Grant Proceeds**") shall be disbursed in accordance with Section 4.2 hereof, only for the purposes set forth in Section 4.2.

4.2 Use and Disbursement of Proceeds. The Predevelopment Grant Proceeds shall be used to loan to Partnership funds for the payment of the Predevelopment Work, including but not limited to architecture and design costs, civil engineering, utility design, insurance, and other related costs, all in accordance with the Scope of Predevelopment Work. Predevelopment Grant proceeds shall not be used or disbursed for developer fee, overhead or profit. The use of all funds shall be in accordance with the requirements of the PIP Program, including without limitation California Health and Safety Code §50470(b)(2)(C)(1), and the PIP Guidelines adopted by the California Department of Housing and Community Development.

4.3 Conditions to Disbursement of Predevelopment Grant Proceeds. City's obligation to fund the Predevelopment Grant Proceeds for the purposes of Section 4.2 above is conditioned upon the satisfaction of all of the following conditions:

(a) Nonprofit's delivery to City of a certified resolution indicating that Nonprofit is authorized to consummate this transaction and that the persons executing this

Agreement and the City Documents on Nonprofit's behalf have been duly authorized to do so.

(b) Nonprofit's delivery to the City of evidence of all insurance coverage required in accordance with the requirements set forth in Article 7 hereof.

(c) Nonprofit's delivery of the Assignment of Architectural and Engineering Agreements, fully executed.

(d) The City has received a written draw request from the Nonprofit, setting forth the proposed uses of funds consistent with the Scope of Predevelopment Work, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred.

(e) There exists no Event of Nonprofit Default nor any act, failure, omission or condition that would constitute an Event of Nonprofit Default under this Agreement.

(f) The proposed use of the funds is in accordance with the Scope of Predevelopment Work.

(g) Nonprofit has entered into an agreement to loan the full amount of the Predevelopment Grant Proceeds to the Partnership, to be used solely for payment of the costs of the Predevelopment Work. Such loan shall be structured as a residual receipts loan, with a term of not less than fifty-five (55) years, with no periodic payments, and with an interest rate of zero.

ARTICLE V LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF NONPROFIT

5.1 Change Pursuant to this Agreement. Nonprofit has represented that Partnership possesses the necessary expertise, skill and ability to carry out the Predevelopment Work as provided herein. The qualifications, experience, financial capacity and expertise of Nonprofit and Partnership are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Nonprofit. No voluntary or involuntary successor, assignee or transferee of Nonprofit shall acquire any rights or powers under this Agreement, except as expressly provided herein.

5.2 Prohibition on Transfer. Prior to the later of expiration of the term of the Predevelopment Grant, Nonprofit shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of this Agreement or any of the City Documents, without the prior written approval of City, which approval shall not be unreasonably withheld. Any such attempt to assign this Agreement without the City's consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the later of expiration of the term of the Predevelopment Grant, except as expressly permitted by this Agreement, Nonprofit shall not

undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and/or control of Nonprofit, taking all transfers into account on a cumulative basis.

5.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article V shall not be deemed to prevent a Transfer to an entity which is under the direct control or under common control with Ikaika Ohana or A0575 Rancho Cordova, L.P., or in which Ikaika Ohana or A0575 Rancho Cordova, L.P. or one of its affiliates is the general partner or sole member of the general partner (“**Controlled Affiliate**”).

5.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement if all of the following requirements are met (provided however, the requirements of this Section 5.4 shall not apply to Transfers described in Section 5.3):

(i) The proposed transferee demonstrates to the City’s satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete the Predevelopment Work and to otherwise fulfill the obligations undertaken by the Nonprofit under this Agreement.

(ii) The Nonprofit and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of this Agreement together with such documentation of the proposed transferee’s qualifications and capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Nonprofit under this Agreement, all other City Documents and all obligations of Nonprofit arising prior to the effective date of the Transfer (unless Nonprofit expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Nonprofit’s obligations set forth in this Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City.

Consent to any proposed Transfer may be given by the City Manager unless the City Manager, in his or her discretion, refers the matter of approval to the City Council. If the City rejects a proposed Transfer, the City, as applicable, shall provide the reasons for such rejection in writing within thirty (30) days following receipt of written request by Nonprofit, and representatives of the City shall meet with Nonprofit and the proposed transferee to discuss in good faith the reasons for the rejection and Nonprofit’s and transferee’s responses thereto.

5.5 Effect of Transfer without City Consent.

(a) In the absence of specific written agreement by the City, no Transfer by Nonprofit shall be deemed to relieve the Nonprofit or any other party from any obligation under

this Agreement.

(b) Without limiting any other remedy City may have under this Agreement, or under law or equity, this Agreement may be terminated by City if without the prior written approval of the City, Nonprofit assigns or Transfers this Agreement. This Section 5.5(b) shall not apply to Transfers permitted under Section 5.3.

ARTICLE VI DEFAULTS, REMEDIES AND TERMINATION

6.1 Event of Nonprofit Default. The following events shall constitute an event of default on the part of Nonprofit ("Event of Nonprofit Default"):

(a) Nonprofit defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 6.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which City shall have given written notice of the default to Nonprofit; provided however, if the default is of a nature that it cannot be cured within thirty (30) days, a Nonprofit Event of Default shall not arise hereunder if Nonprofit commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion, and in no event later than ninety (90) days after receipt of notice of the default or such longer period as the City may allow.

(b) A Transfer occurs, either voluntarily or involuntarily, in violation of Article V;

(c) Nonprofit fails to maintain insurance as required pursuant to this Agreement, and Nonprofit fails to cure such default within ten (10) days following notice thereof from the City;

(d) Any representation or warranty contained in this Agreement or in any financial statement, certificate or report submitted to the City in connection with this Agreement or Nonprofit's request for the Predevelopment Grant proves to have been false in any material and adverse respect when made and continues to be materially adverse to the City;

(e) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Nonprofit (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Nonprofit in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Nonprofit; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(f) A court of competent jurisdiction shall have made or entered any decree or order:

- (1) adjudging the Nonprofit to be bankrupt or insolvent,
- (2) approving as properly filed a petition seeking reorganization of the Nonprofit or seeking any arrangement for Nonprofit under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction,
- (3) appointing a receiver, trustee, liquidator, or assignee of the Nonprofit in bankruptcy or insolvency or for any of its properties, or
- (4) directing the winding up or liquidation of the Nonprofit;

(g) Nonprofit shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution; or

(h) The Nonprofit shall have voluntarily suspended its business or Nonprofit shall have been dissolved or terminated.

6.2 City Default. An event of default on the part of City (“**Event of City Default**”) shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30) days after written notice thereof from Nonprofit to City, or in the case of a default which cannot with due diligence be cured within thirty (30) days, City fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

6.3 City’s Right to Terminate Agreement. If an Event of Nonprofit Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Nonprofit specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Nonprofit under this Agreement, shall expire and terminate.

6.4 City’s Remedies and Rights Upon an Event of Nonprofit Default. Upon the occurrence of an Event of Nonprofit Default and the expiration of any applicable cure period, City shall have all remedies available to them under law or equity, including, but not limited to the following, City may, at its election, without notice to or demand upon Nonprofit, except for notices or demands required by law or expressly required pursuant to this Agreement or the City Documents, exercise one or more of the following remedies:

- (a) Exercise any remedies available under the Assignment of Architectural and Engineering Agreements;
- (b) Seek specific performance to enforce the terms of this Agreement or City Documents;
- (c) Pursue any and all other remedies available under law to enforce the terms of this Agreement and the City Documents and City's rights thereunder.

6.5 Nonprofit's Remedies Upon an Event of City Default. Upon the occurrence of an Event of City Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, Nonprofit may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement.

6.6 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other default by the other Party. Notwithstanding anything to the contrary set forth herein, a party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

6.7 Inaction Not a Waiver of Default. No failure or delay by any Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive any Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

ARTICLE VII INDEMNITY AND INSURANCE.

7.1 Indemnity. Nonprofit shall indemnify, defend (with counsel approved by City, such approval not to be unreasonably withheld) and hold Indemnitees harmless from and against any and all Claims, including without limitation, Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Nonprofit's or Partnership's contractors, subcontractors, agents or employees in the performance of the Predevelopment Work, or any part thereof or otherwise arising out of or in connection with Nonprofit's performance under this Agreement. Nonprofit's indemnification obligations under this Section 7.1 shall not extend to Claims resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 7.1 shall survive the expiration or earlier termination of this Agreement. It is further agreed that City does not and shall not waive any rights against Nonprofit that they have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Nonprofit, of any of the insurance policies described in this Agreement.

7.2 Insurance.

(a) Nonprofit shall cause Partnership and all contractors working on behalf of Partnership on the Predevelopment Work to maintain the insurance coverage as described in the City Insurance Requirements attached hereto Exhibit D and incorporated herein.

(b) Prior to the first disbursement of the Predevelopment Grant, Nonprofit shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. Each certificate shall contain all provisions required in the City Insurance Requirements.

(c) If any insurance policy or coverage required hereunder is canceled or reduced, Nonprofit shall, within fifteen (15) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Nonprofit's expense, and Nonprofit shall promptly reimburse City for such expense upon receipt of billing from City.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, performance by any Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Parties, acts or failures to act of any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other cause beyond the affected Party's reasonable control. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Parties within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Parties within ten (10) days of receipt of the notice. None of the Parties shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Nonprofit and City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). City and Nonprofit acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the Predevelopment Work shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or

market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

8.2 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery as confirmed by the delivery service.

City: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Housing Division
(with copy to City Attorney)

Nonprofit: Ikaika Ohana
2000 E. 4th Street, Suite 205
Santa Ana, California 92705
Attention: John F. Bigley

8.3 Attorneys' Fees. If any Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

8.4 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party. This Agreement may be amended or modified only by a written instrument executed by the Parties.

8.5 Binding on Successors. Subject to the restrictions on Transfers set forth in Article V, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named party shall be deemed to apply to any permitted successor and assign of such party who has acquired an interest in compliance with this Agreement or under law.

8.6 Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since all of the Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

8.7 Action or Approval. Except as may be otherwise specifically provided in this Agreement, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the City is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager, or by any person who shall have been designated in writing by the City, without further approval by the City Council. Any such action shall be in writing. The Nonprofit acknowledges that nothing in this Agreement (including any approval by the City Manager in accordance with this Agreement) shall limit, waive, or otherwise impair the authority and discretion of: (i) the City's Community Development Department, in connection with the review and approval of the proposed construction plans for the Development (or any change to such plans), or any use, or proposed use, of the Property, (ii) the City's issuance of a building permit, or (iii) any other office or department of the City acting in its capacity as a governmental regulatory authority with jurisdiction over the development, use, or operation of the Development.

8.8 Entire Agreement. This Agreement, including the exhibits listed below, which are attached hereto and incorporated herein by this reference, together with the other City Documents, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

Exhibit A	Legal Description of the Property
Exhibit B	Scope of Predevelopment Work
Exhibit C	Assignment of Architectural and Engineering Agreements
Exhibit D	City Insurance Requirements

8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Amendment may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

8.10 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

8.11 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors

and assigns, any rights or remedies hereunder.

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

8.13 Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Nonprofit or its successors in interest in the event of any default or breach by City or for any amount which may become due to Nonprofit or its successors in interest pursuant to this Agreement.

8.14 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a “business day” means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of California.

8.15 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Sacramento County, California or in the Federal District Court for the Northern District of California.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

NONPROFIT:

IKAIKA OHANA,
a Hawaii nonprofit corporation

By: _____
Name: John F Bigley
Its: Secretary

CITY:

CITY OF RANCHO CORDOVA,
a California municipal corporation

By: _____
Micah Runner, City Manager

ATTEST:

By: _____
Stacy Leitner, City Clerk

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel B of boundary line adjustment recorded in Book 20101025 at Page 0516 of Official Records, County of Sacramento, said Parcel B being the Southeasterly 45.44 feet of Lot 34 as shown on the Plat of Cordova Court Unit No. 2, recorded in Book 53 of Maps, at Page 8, in the Records Office of the County of Sacramento, State of California.

Together with that certain parcel recorded in Book 20100505 at Page 1019 on May 5, 2010 and in Book 20100910 at Page 717 on September 10, 2010 of Official Records in the Records Office of the County of Sacramento, State of California. Said Parcel being the West 170.00 feet of Lot 35 of the plat of Cordova Court Unit No. 2 filed in Book 53 of Maps at Page 8 in the Records Office of the County of Sacramento, State of California. Said West 170.00 feet being measured at right angles from the Southwesterly line of said lot.

Being further described as follows:

Beginning at the most Southerly corner of aforesaid Lot 35 the following five (5) courses:

- 1) North 32° 00' 00" West 287.43 feet to the most Southerly corner of Parcel A of that certain Lot Merger as Recorded in Book 20101025 at Page 0516 of Official Records in the Records Office of the County of Sacramento, State of California.
- 2) Along said Southerly line of Parcel A North 58° 02' 20" East 133.32 feet (133.37 per aforesaid Lot Merger) to the Westerly right of way of Woodberry Way to a non-tangent curve to the left with a radius bearing of North 78° 13' 30" East 50.00 feet to the radius point.
- 3) Along said right of way along said curve to the left with a radius of 50.00 feet having a central angle of 98° 24' 46" with an arc length of 85.88 subtended by a chord of South 60° 58' 53" East 75.70 feet;
- 4) Leaving said right of way South 32° 00' 00" East 221.12 feet to the Southeasterly line of aforesaid Lot 35 said line also being the Northwesterly right of way of Folsom Boulevard;
- 5) Along said Southerly line of said Lot 35 South 58° 00' 00" West 170.00 feet to the point of beginning.

Containing 46,729.00 Square feet or 1.07 acres

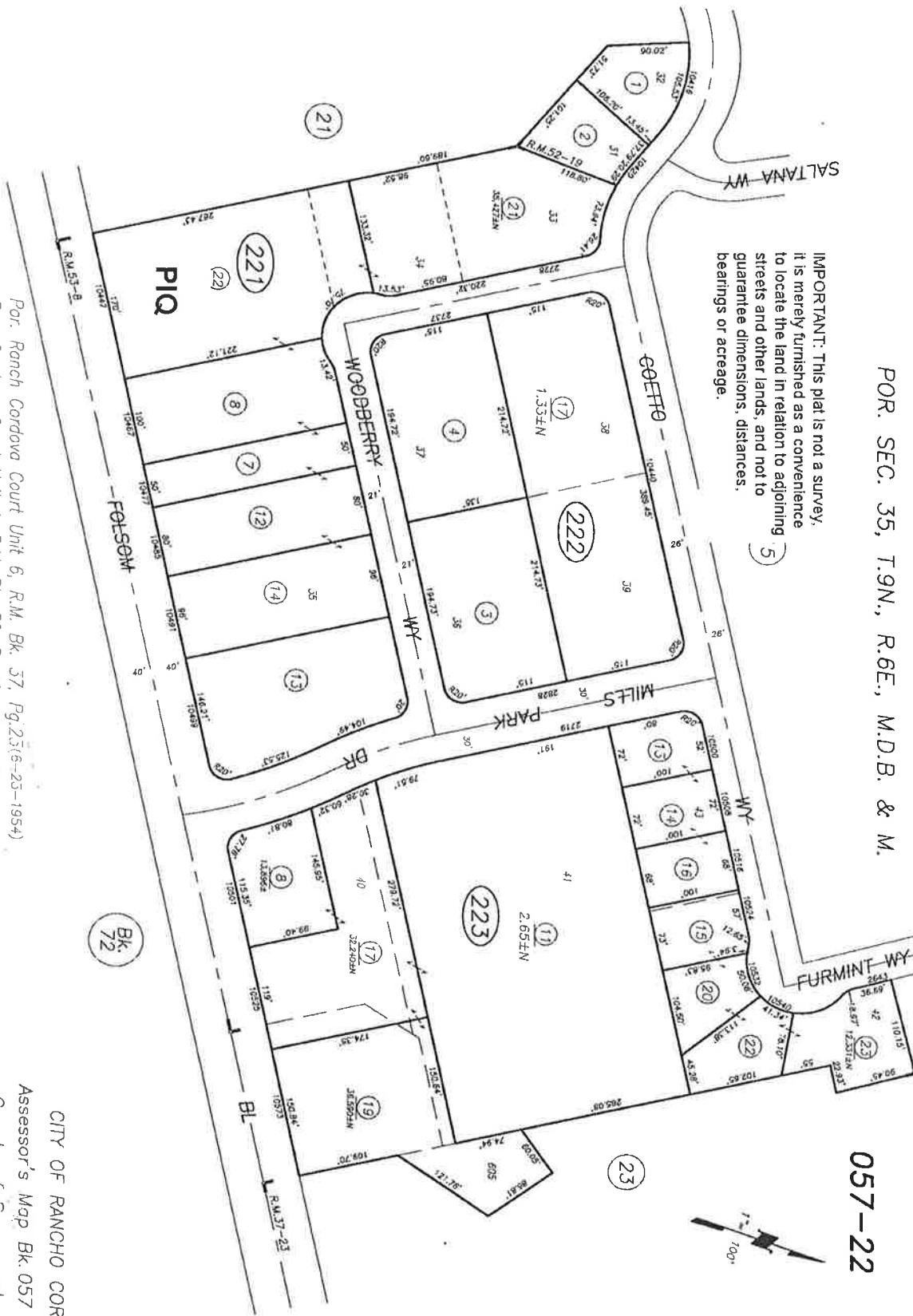
Basis of bearings for this description is identical as Cordova Unit No. 2 Recorded in Book 53 of Maps at Page 8, Official Records in the Records Office of the County of Sacramento, State of California.

APN: 057-0221-022

IMPORTANT: This plat is not a survey, it is merely furnished as a convenience to locate the land in relation to adjoining streets and other lands, and not to guarantee dimensions, distances, bearings or acreage.

POR. SEC. 35, T.9N., R.6E., M.D.B. & M.

057-22



Por. Ranch Cordova Court Unit 6, R.M. Bk. 57, Pg. 23(6-23-1954)
 Por. Cordova Court Unit 1, R.M. Bk. 52, Pg. 19(2-19-1959)
 Por. Cordova Court Unit 2, R.M. Bk. 51, Pg. 8(5-51-1959)

CITY OF RANCHO CORDOVA
 Assessor's Map Bk. 057 Pg. 022
 County of Sacramento, Calif.

EXHIBIT B

SCOPE OF PREDEVELOPMENT WORK

[To Be Attached]

EXHIBIT B**Predevelopment Budget of Grant to Ikaika Ohana
Crossings at Woodberry Way, Rancho Cordova**

	Approved Budget
Utilities	
SMUD-Pole and Line Elevation	315,000.00
SMUD Design Fees	15,000.00
ATT-Design Fees	15,000.00
Charter-Design Fees	10,000.00
PG&E Gas- Design Fees	10,000.00
Dry Utility Consultant	20,000.00
Civil Engineer	
Construction Documents	90,000.00
Landscape Design	12,500.00
Geotechnical	9,500.00
Architect and Consultants	
Architecture MEPS-to 1st Plan check	317,100.00
Accoustical	7,200.00
Vapor Barrier Designer	34,200.00
Design	25,000.00
T-24 Energy	8,000.00
Permits/Fees/Plancheck	24,000.00
Application (TCAC)	12,500.00
Legal	12,000.00
Market Studies	8,000.00
Contingency	15,000.00
	960,000.00

Budget Line item Values Subject to Change

Total Arch Contract \$563,900

Total Civil Contract \$130,100

Budget reflects estimated Predev costs

Utility costs are estimates.

EXHIBIT C

ASSIGNMENT OF ARCHITECTURAL AND ENGINEERING AGREEMENTS

THIS ASSIGNMENT OF ARCHITECTURAL AND ENGINEERING AGREEMENTS (the “Assignment”) is made as February 1, 2024 by A0575 RANCHO CORDOVA, L.P., a California limited partnership (the “Partnership”), in favor of the City of Rancho Cordova, a California municipal corporation (the “City”).

RECITALS

A. Ikaika Ohana, a Hawaii nonprofit corporation (“Nonprofit”) and City have entered into a Predevelopment Grant Agreement, dated as of February 1, 2024, under which the City has agreed to grant to Nonprofit funds for the payment of the costs of certain predevelopment work to be performed with respect to the proposed “Crossings at Woodberry” affordable housing project (the “Development”) to be constructed on real property currently owned by the City at 2738 Woodberry Way in the City of Rancho Cordova, California (the “Property”). Nonprofit has agreed to loan such funds to Partnership for the foregoing purposes.

B. As a condition to making the grant pursuant to the Predevelopment Grant Agreement, the City has required the execution and delivery of this Assignment by the Partnership and the acknowledgment hereof and consent hereto by the architect and engineer referred to below.

NOW, THEREFORE, in consideration of the foregoing, Partnership and City agree as follows:

1. **Assignment.** Partnership does hereby grant, assign, transfer and set over unto the City all of its right, title and interest in and to (i) those certain plans, drawings, and specifications and any amendments, modifications, supplements, general conditions and addenda thereto (the “Architectural Plans”) prepared by or under the supervision or direction of KTG Group, Inc (the “Architect”), (ii) that certain [Agreement Between Owner and Architect] dated as of February 1, 2024 by and between Partnership and Architect (the “Architectural Contract”), (iii) those certain plans, drawings, and specifications and any amendments, modifications, supplements, general conditions and addenda thereto (the “Engineering Plans”) prepared by or under the supervision or direction of Rick Engineering Company (the “Engineer”), and (iv) that certain [Agreement Between Owner and Engineer] dated as of January 23, 2024 by and between Partnership and Engineer (the “Engineering Agreement”). (The Architectural Agreement and Engineering Agreement are collectively referred to herein as the “Design Agreements,” and the Architectural Plans and Engineering Plans are collectively referred to herein as the “Plans.”).

2. **No City Duties.** City does not assume any of the obligations or duties of the Partnership under and with respect to the Design Agreements unless and until the City shall have given the applicable Architect or Engineer written notice that it has elected to use the Design Agreements for the construction of the Development. If the City does not elect to use the Design Agreements, the City shall have no liability whatsoever for the performance of any of such obligations or duties of the Partnership. For the purpose of the construction of the Development, the City may, in its absolute discretion, reassign its right, title, and interest in the Design

the City may, in its absolute discretion, reassign its right, title, and interest in the Design Agreements, upon notice to the Architect and Engineer but without any requirement of the Partnership's consent. Notwithstanding anything to the contrary contained herein, the City may not elect to use the Design Agreements unless an Event of Default has occurred and is continuing under the Predevelopment Grant Agreement.

3. **No Prior Assignment.** The Partnership represents and warrants that there has been no prior assignment of the Plans or the Design Agreements, that the Design Agreements are valid and enforceable agreements, and that no party is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not due to be performed until after the date hereof. The Partnership agrees not to amend or modify the Design Agreements unless the requirements of the Predevelopment Grant Agreement have been met. The Partnership agrees not to assign, sell, pledge, mortgage, or otherwise transfer or encumber its interest in the Design Agreements or Plans so long as this Assignment is in effect.

4. **Appointment of City as Attorney-in-Fact.** The Partnership hereby irrevocably appoints the City as its attorney-in-fact (which appointment is coupled with an interest and is irrevocable) to demand, receive and enforce the Partnership's rights with respect to the Design Agreements and the Plans, to make payments under the Design Agreements and to give appropriate receipts, releases and satisfactions for and on behalf of and in the name of the Partnership or, at the option of the City in the name of the City, with the same force and effect as the Partnership could do if this Assignment had not been made.

5. **Present Assignment.** This Assignment shall constitute a perfected, absolute and present assignment, provided that the City shall not enforce the provisions of the Design Agreements or exercise any other remedies under this Assignment until the City elects to use the Plans. Upon the occurrence of any such election, the City may, without affecting any of its rights or remedies against the Partnership under any other instrument, document or agreement, exercise its rights under this Assignment in any manner permitted by law.

6. **Partnership Liability for Costs and Expenses.** The Partnership hereby agrees to pay all costs and expenses (including, without limitation, reasonable attorneys' fees) which the City may incur in exercising any of its rights under this Assignment.

7. **Binding on Successors and Assigns.** Subject to the aforesaid limitation of further assignment by the Partnership, this Assignment shall be binding upon the Partnership, its successors and assigns, and shall inure to the benefit of the City, its successors and assigns.

8. **Amendments and Modifications.** This Assignment may be waived, modified, amended, terminated, or discharged only explicitly in writing signed by the City and Partnership. A waiver signed by the City shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the City's rights or remedies hereunder. All rights and remedies of the City shall be cumulative and shall be exercised singularly or concurrently, at City's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

IN WITNESS WHEREOF, the Partnership has executed this Assignment of Architectural and Engineering Agreements as of the day and year first above written.

PARTNERSHIP:

A0575 Rancho Cordova, L.P.
a California limited partnership

By: _____
Name: John F Bigley
Its: Manager

APPROVED BY CITY:

CITY OF RANCHO CORDOVA,
a California municipal corporation

By: _____
Micah Runner, City Manager

ATTEST:

By: _____
Stacy Leitner, City Clerk

APPROVED AS TO FORM:

By: _____
Adam Lindgren, City Attorney

EXHIBIT "A"

ARCHITECT'S ACKNOWLEDGMENT AND CONSENT

In consideration of the City making of the Grant to the Nonprofit described in the foregoing Assignment, the undersigned architect (the "Architect") hereby consents to the above Assignment and acknowledges and agrees with the City as follows:

1. The Architect has prepared the Architectural Plans and has entered into the Architectural Agreement with the Partnership, a true and correct copy of which is attached as Attachment No. 1, pursuant to which the Architect has agreed to act as architect in connection with the plans for the construction of the Development.

2. The Plans have not been modified or assigned and the Architectural Agreement is in full force and effect, and no event has occurred or failed to occur as of the date hereof that but for the passage of time or the giving of notice or both would be a default thereunder.

3. The City shall have the right, at its option upon written notice to the Architect, to exercise its right to use the Architectural Plans and ideas, designs, and concepts therein' contained in connection with the construction of the Development, without payment of any additional fees or charges to the Architect, and the Architect shall, at the City's request, continue performance on City's behalf under the Architectural Agreement in accordance with the terms thereof, provided that the Architect is compensated in accordance with the Architectural Agreement for all work rendered on City's behalf. Architect agrees that any and all liens, claims, rights, remedies and recourses that Architect may have or may otherwise be entitled to assert against all or any portion of the Development (as that term is defined in the Assignment) shall be and they are hereby made expressly subordinate, junior and inferior to the liens, claims, rights, remedies and recourses, as created by the various City Documents (as that term is defined in the Predevelopment Grant Agreement).

4. The disbursement provisions contained in the Predevelopment Grant Agreement shall control the disbursement of loan funds and payments to the Architect notwithstanding any conflicting provisions contained in the Architectural Agreement. Notwithstanding the foregoing, if the City shall elect to assume the Partnership's obligations under the Architectural Agreement, the payments to the Architect shall be controlled by the terms of the Architectural Agreement.

5. Upon written notice by the City to the Architect, the City may enforce the obligations of the Architectural Agreement with the same force and effect as if enforced by the Partnership; and may perform the obligations of the Partnership; and the Architect will accept such performance in lieu of performance by the Nonprofit and in satisfaction in full of the Partnership's obligations thereunder.

6. Architect will give the City prompt written notice of any default by the Partnership under the Architectural Agreement.

7. Architect agrees not to terminate the Architectural Agreement or exercise any other remedy under the Architectural Agreement by reason of any defaults by the Partnership unless such default shall have continued for a period of thirty (30) days after written notice of such default

is given to the City by the Architect. Furthermore, in the event the Architectural Agreement is terminated or the Architect has exercised any remedy under the Architectural Agreement by reason of a default by the Partnership, the Architect agrees to reinstate the Architectural Agreement and recommence services under the Architectural Agreement, so long as the City assumes the obligations of the Partnership thereunder within a reasonable time. Nothing herein shall require the City to cure any default of the Partnership under the Architectural Agreement.

8. The undersigned hereby certifies that, to the best of its knowledge, the Architectural Plans are in compliance with all applicable building laws, ordinances, rules and regulations affecting the Development and the real estate on which it is situated. Upon completion of the Development, the Architect will certify to the City and to any assignee of the loan made by the City, that the Development has been completed in accordance with the Architectural Plans and all such building laws, ordinances, rules and regulations.

9. The officer signing this consent on behalf of the Architect hereby certifies that the Architect has full authority under all state and local laws and regulations to perform all of its obligations under the Contract in accordance with the terms thereof and that the Architect will comply with all applicable laws and regulations, local, state and federal, in performing such obligations.

10. This Acknowledgment and Consent shall be binding upon and shall inure to the benefit of the Architect and the City, and their successors and assigns.

ARCHITECT:

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A

Architectural Agreement

EXHIBIT “B”**ENGINEER’S ACKNOWLEDGMENT AND CONSENT**

In consideration of the City making of the Loan to the Nonprofit described in the foregoing Assignment, the undersigned engineer (the “Engineer”) hereby consents to the above Assignment and acknowledges and agrees with the City as follows:

1. The Engineer has prepared the Engineering Plans and has entered into the Engineering Agreement with the Partnership, a true and correct copy of which is attached as Exhibit A (“Engineering Agreement”), pursuant to which the Engineer has agreed to act as engineer in connection with the plans for the construction of the Development.
2. The Plans have not been modified or assigned and the Engineering Agreement is in full force and effect, and no event has occurred or failed to occur as of the date hereof that but for the passage of time or the giving of notice or both would be a default thereunder.
3. The City shall have the right, at its option upon written notice to the Engineer, to exercise its right to use the Engineering Plans and ideas, designs, and concepts therein’ contained in connection with the completion of the Development without payment of any additional fees or charges to the Engineer and the Engineer shall, at the City’s request, continue performance on City’s behalf under the Engineering Agreement in accordance with the terms thereof, provided that the Engineer is compensated in accordance with the Engineering Agreement for all work rendered on City’s behalf. Engineer agrees that any and all liens, claims, rights, remedies and recourses that Engineer may have or may otherwise be entitled to assert against all or any portion of the Development (as that term is defined in the Assignment) shall be and they are hereby made expressly subordinate, junior and inferior to the liens, claims, rights, remedies and recourses, as created by the various City Documents (as that term is defined in the Predevelopment Grant Agreement).
4. The disbursement provisions contained in the Predevelopment Grant Agreement shall control the disbursement of loan funds and payments to the Engineer notwithstanding any conflicting provisions contained in the Engineering Agreement. Notwithstanding the foregoing, if the City shall elect to assume the Partnership’s obligations under the Engineering Agreement, the payments to the Engineer shall be controlled by the terms of the Engineering Agreement.
5. Upon written notice by the City to the Engineer, the City may enforce the obligations of the Engineering Agreement with the same force and effect as if enforced by the Partnership; and may perform the obligations of the Partnership; and the Engineer will accept such performance in lieu of performance by the Partnership and in satisfaction in full of the Partnership’s obligations thereunder.
6. Engineer will give the City prompt written notice of any default by the Partnership under the Engineering Agreement.
7. Engineer agrees not to terminate the Engineering Agreement or exercise any other remedy under the Engineering Agreement by reason of any defaults by the Partnership unless such default shall have continued for a period of thirty (30) days after written notice of such

default is given to the City by the Engineer. Furthermore, in the event the Engineering Agreement is terminated or the Engineer has exercised any remedy under the Engineering Agreement by reason of a default by the Partnership, the Engineer agrees to reinstate the Engineering Agreement and recommence services under the Engineering Agreement, so long as the City assumes the obligations of the Partnership thereunder within a reasonable time. Nothing herein shall require the City to cure any default of the Partnership under the Engineering Agreement.

8. The undersigned hereby certifies that, to the best of its knowledge, the Engineering Plans are in compliance with all applicable building laws, ordinances, rules and regulations affecting the Development and the real estate on which it is situated. Upon completion of the Development, the Engineer will certify to the City and to any assignee of the loan made by the City, that the Development has been completed in accordance with the Engineering Plans and all such building laws, ordinances, rules and regulations.

9. The officer signing this consent on behalf of the Engineer hereby certifies that the Engineer has full authority under all state and local laws and regulations to perform all of its obligations under the Engineering Agreement in accordance with the terms thereof and that the Engineer will comply with all applicable laws and regulations, local, state and federal, in performing such obligations.

10. This Acknowledgment and Consent shall be binding upon and shall inure to the benefit of the Engineer and the City, and their successors and assigns.

ENGINEER:

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A

Engineering Agreement

EXHIBIT D

CITY INSURANCE REQUIREMENTS

Throughout the term of this Agreement, Nonprofit shall cause Partnership to obtain and maintain, at Partnership's expense, the following policies of insurance.

- A. Liability Insurance. Commercial general liability insurance on an "occurrence basis" covering all claims with respect to injury or damage to persons or property occurring on, in or about the Property and the Improvements. The limits of liability under this Paragraph B shall be not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence, with a deductible no greater than Ten Thousand Dollars (\$10,000) or such higher deductible as may be approved by City, which approval shall not be unreasonably withheld.
- B. Worker's Compensation Insurance. Worker's compensation insurance, in the amount required under then applicable state law, covering Partnership's employees, if any, at work on the Predevelopment Work or engaged in services or operations in connection with the Project or the Property. Partnership shall require that any contract entered into by Partnership with regard to work to be undertaken on the Property include a contractual undertaking by the contractor to provide worker's compensation insurance for its employees in compliance with applicable state law.
- C. General Insurance Provisions.
 - 1. All policies of insurance provided for in this Exhibit shall be provided under valid and enforceable policies, in such forms and amounts as hereinbefore specified, issued by insurers licensed to do business in the State of California (or approved to do business in California and listed on the California Department of Insurance list of Eligible Surplus Lines Insurers or successor listing) and having a rating of A-VII or better in Best Insurance Guide or, if Best Insurance Guide is no longer in existence, a comparable rating from a comparable rating service. Nonprofit shall deliver to City certificates evidencing the insurance required to be carried by Partnership under this Exhibit E. If requested by City, Nonprofit shall deliver within ten (10) days following such request, certified, complete copies of the insurance policies required hereunder.
 - 2. Each policy of insurance obtained pursuant to this Agreement, other than worker's compensation insurance, shall contain endorsements which provide:
 - (a) A waiver by the insurer of the right of subrogation against City for negligence of the City,

- (b) A statement that the insurance shall not be invalidated should any insured waive in writing prior to the loss any or all right of recovery against any party for loss accruing to the property described in the insurance policy, and
 - (c) A provision that no act or omission of Nonprofit or Partnership which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained.
 - (d) By endorsements, City, and its elected and appointed officials, officers, employees and agents shall be named as additional insured under the liability insurance required to be maintained by Partnership hereunder. City shall be named as loss payee on the property insurance policies required to be maintained hereunder.
- 3. Each policy required hereunder shall include a Notice of Cancellation or Change in Coverage Endorsement which shall provide that such policy shall not be cancelled or materially changed without at least thirty (30) days' prior written notice by registered or certified mail to City.
- 4. All insurance policies shall provide that there shall be no exclusion from coverage for cross liability among the listed insureds.
- 5. Each policy shall contain an endorsement that provides that the insurance applies separately to each insured that is seeking coverage or against whom a claim is made, except with respect to the limits of liability
- 6. Each policy shall be written as a primary policy not contributing with and not in excess of coverage that City may carry.
- 7. Each policy shall expressly provide that City shall not be required to give notice of accidents or claims and that City shall have no liability for premiums.
- D. Blanket Policies. Any insurance provided for in this Exhibit E may be placed by a policy or policies of blanket insurance; provided, however, that such policy or policies provide that the amount of the total insurance allocated to the Property and the Project shall be such as to furnish protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects any such policy or policies shall comply with the other provisions of this Agreement.
- E. Waiver of Subrogation. To the extent permitted by law and the policies of insurance required to be maintained hereunder, and without affecting such insurance coverage, City and Nonprofit each waive any right to recover against the other:

ITEM 17.6.

Exhibit A to the Resolution

1. Damages for injury or death of persons,
2. Damage to property,
3. Damage to the Property or the Improvements or any part thereof, or
4. Claims arising by reason of any of the foregoing, to the extent that such damages and/or claims are covered (and only to the extent of such coverage) by insurance actually carried by either City, Nonprofit or Partnership.

This provision is intended to restrict each party (as permitted by law) to recover against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier.

Compliance with Policy Requirements. Nonprofit shall observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force, and Nonprofit shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing shall be willing to write or to continue such insurance.

MEMORANDUM



ITEM 17.7.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE LARGE LOT FINAL MAP OF SHALAKO, SUBDIVISION NO. FM-2022-001-01 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2024-57 WITH SHALAKO INVESTORS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City to enter into Subdivision Improvement Agreement Contract No. 2024-57 with Shalako Investors guaranteeing the construction of public roads and the recording of the Large Lot Final Map of Shalako Subdivision No. FM-2022-001-01 creating 12 private future development lots, 2 commercial lots, 2 park lots, 1 elementary school lot, 1 neighborhood green lot, 18 miscellaneous lots, and roadway widening of Sunrise Boulevard and Kiefer Road and authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2024-57 with Shalako Investors.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Large Lot Tentative Map on August 17, 2020. A Development Agreement was executed on December 2, 2013. The City and Shalako Investors executed an Amended Development Agreement on June 6, 2022. A copy of the final map, Attachment 3, and a copy of the vicinity map, Attachment 4, are included.

Roads are offered for dedication with this subdivision. Performance and labor and material bonds guaranteeing the construction of the public improvements will be provided at approval of improvement plans. Ruggeri~Jensen~Azar has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Universal Engineering Sciences, dated August 4, 2023.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2024/2025 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

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

ATTACHMENT(S)

1. Resolution
2. Subdivision Improvement Agreement 2024-57
3. Final Map Shalako West
4. Vicinity Map Shalako West LLM

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE LARGE LOT FINAL MAP OF SHALAKO, SUBDIVISION NO. FM-2022-001-01, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2024-57 WITH SHALAKO INVESTORS

WHEREAS, the City Council approved the Large Lot Tentative Map on August 17, 2020, per Resolution No. 98-2020; and

WHEREAS, the City Council approved an amendment to the Large Lot Tentative Map on November 8, 2023, per Resolution No. 9-2023, revising the boundaries of the approved Lots 8, 10, 15, and to create Lot 39 and Lot 40 to the previously approved Shalako Large Lot Tentative Map and approval of the Small Lot Tentative Map for the west side of Shalako; and

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Large Lot Final Map of Shalako Subdivision No. FM-2022-001-01 and does authorize the City Manager to execute Subdivision Improvement Agreement No. 2024-57 with Shalako Investors in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 17.7.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

SUBDIVISION IMPROVEMENT AGREEMENT**SHALAKO WEST LARGE LOT FINAL MAP, SUBDIVISION NO. FM-2022-001-01**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of April 2024, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and Shalako Investors, a California limited partnership (hereinafter "Principal").

RECITALS

WHEREAS, Section 66462 of the Government Code provides that if the work of improvement required therein is not completed prior to the acceptance of a final subdivision map, the owner of the subdivision may enter into an agreement with the City upon mutually agreeable terms to thereafter complete the improvements at the owner's expense in consideration of the acceptance of said final subdivision map by the City; and

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

WHEREAS, City and Principal desire to enter into an improvement agreement as permitted by the Subdivision Map Act under the terms and conditions hereinafter set forth, with respect to that certain Large Lot Final Map ("LL Final Map") in connection with that project known as Shalako West Large Lot Final Map ("Project").

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its LL Final Map is subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to accept on behalf of the public all lands, rights of way and easements therein offered in dedication in the LL Final Map, in accordance with the conditions hereinafter set forth.
4. **Completion of Improvements.** When required for development of the Project, Principal, or assignee, agrees to complete the work of improvement included within the LL Final

Map in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements. Principal, or assignee, further agrees to complete any improvements included within and identified on the LL Final Map consistent with the terms and also identified in subsequent subdivision improvement agreements ("SIAs") to be executed by the City and Principal, or assignee, following the approval and recordation of small lot final maps ("SLFMs") for the Project, as applicable, and any other improvements as may be reasonably required by the City. The improvements shall be constructed under infrastructure improvement plans to be approved by the City.

5. Restriction on Further Development. A SLFM shall not be recorded, and a building permit shall not be issued, until: (i) all onsite and offsite public utilities and roadway and frontage improvements are installed to serve the parcels subject to or depicted on such SLFM in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements; or (ii) an appropriate surety bond, instrument of credit, or cash deposit satisfactory to the City is submitted and accepted by the City for said onsite and offsite public utilities and improvements. The LL Final Map shall include the following note:

A small lot final map ("SLFM") shall not be recorded, or development of a large lot identified herein shall not proceed other than pursuant to approved infrastructure improvement plans, or a building permit shall not be issued, unless: (i) all offsite and onsite public utilities and roadway and frontage improvements are installed to serve the parcels subject to or depicted on such SLFM in accordance with the requirements of the Rancho Cordova Municipal Code and such standard specifications created by applicable City ordinances or resolutions which are in effect at the time of the installation of said improvements; or (ii) an appropriate surety bond, instrument of credit, or cash deposit satisfactory to the City is submitted and accepted by the City for said offsite and onsite public utilities and improvements.

Principal shall ensure that any subsequent purchasers, buyers, or developers of any parcels, of any part of the LL Final Map, shall acknowledge and agree to be bound to, in writing, the above-referenced note in this paragraph and this Agreement.

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

7. Correction of Defects. Principal, or its assignee, agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring

within twelve (12) months after acceptance thereof by City.

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

9. **Improvement Security.** (a) At the time provided in a subsequent SIA for a SLFM, Principal, or assignee, shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 4 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, as detailed in the

subsequent SIA for a SLFM, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be determined in the subsequent SIA for said SLFM. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

(d) Prior to issuance of improvements plans not already bonded or secured through a subsequent SIA, Principal shall obtain and furnish to City an improvement security in favor of City under Chapter 12.03 of the Rancho Cordova Municipal Code.

10. Improvement Security As Condition Precedent. The furnishing of the improvement security by Principal as required by Paragraph 9 hereof shall be a condition precedent to acceptance by City of the above-described real property and the performance by the City of the covenants herein on its part to be performed.

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

12. Waiver of Civil Code Section 2819. Any extension of time hereunder shall not operate to release the surety on any bond filed pursuant to this Agreement or pursuant to a subsequent SIA for a SLFM. In this connection the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

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

14. Attorneys' Fees. In the event that it is necessary for the City to enforce the obligations secured by the improvement security furnished pursuant to Paragraph 9 hereof, the City shall be entitled to recover its costs and reasonable expenses and fees, including reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

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

16. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed

herein, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

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

18. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto. Principal may assign its rights and obligations under this Agreement only with the prior written consent of City, which shall not be unreasonably withheld.

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

SIGNATURE PAGE FOLLOWING

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

SHALAKO INVESTORS, LP
California Limited Partnership

Micah Runner, City Manager

William M. Campbell III
William M. Campbell, III, General Partner

Date: _____

Date: 3/28/2024

ATTEST:

John C. Walker
John C. Walker, General Partner

Stacy Leitner, CMC, City Clerk

Date: 3/28/24

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

OWNER’S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE OWNERS OF, (AND ALL RECORDHOLDERS OF SECURITY INTEREST IN), AND ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT ON THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDATION OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS IRREVOCABLY DEDICATED TO THE CITY OF RANCHO CORDOVA IN FEE FOR PUBLIC PURPOSES:

- A. LOT NUMBERS 2, 3, 7, 13, 14, 16, 17, 32, AND 34 ARE TO BE OWNED BY THE CITY PER THE CONDITIONS OF APPROVAL FOR THIS SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF RANCHO CORDOVA AS AN EASEMENT FOR PUBLIC PURPOSES:

- A. THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROADS DESIGNATED AS KIEFER BOULEVARD – LOT 31 SHOWN HEREON.
- B. PURSUANT TO THE PROVISIONS OF SECTION 66475 OF THE SUBDIVISION MAP ACT, WE IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF RANCHO CORDOVA AN EASEMENT FOR PUBLIC ROAD, ON, OVER, UNDER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "IRREVOCABLE OFFER OF DEDICATION" (IOD).
- C. RIGHTS OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- D. EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, CENTRALIZED MAIL DELIVERY UNITS, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
- E. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE). SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS AND FENCES.
- F. THE REAL PROPERTY DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE) AS SHOWN UPON THIS MAP. IS THE PURPOSE OF EMERGENCY VEHICLE ACCESS WAYS FOR THE BENEFIT OF THE LOTS SHOWN HEREON. SAID EASEMENT IS NOT DEDICATED TO THE PUBLIC.

WE ALSO RESERVE TO OURSELVES, OUR HEIRS, AND ASSIGNS THE PRIVATE ROAD, PEDESTRIAN EASEMENTS DESIGNATED "PRIVATE ACCESS EASEMENT" (PAE) FOR THE USE AND BENEFIT OF THE PRESENT OR FUTURE OWNERS OF THE LOTS AFFECTED BY SUCH EASEMENTS AS DELINEATED ON SAID MAP.

DATED THIS _____ DAY OF _____, 2024.

OWNER: SHALAKO INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP

BY: _____
WILLIAM M. CAMPBELL III
GENERAL PARTNER

OWNER’S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2024, BEFORE ME, _____,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

TRUSTEE’S STATEMENT

THE UNDERSIGNED, FARMERS/MERCHANT CORP., AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST DATED APRIL 2, 2014, RECORDED APRIL 21, 2014 AS BOOK 20140421, PAGE 605, AND AN ASSIGNMENT OF RENTS RECORDED APRIL 21, 2014 AS BOOK 20140421 PAGE 0606, AND A MODIFICATION AND AN ADDITIONAL ADVANCE RECORDED MAY 22, 2017 AS BOOK 20170522 PAGE 0606, AND A MODIFICATION OF DEED OF TRUST RECORDED JUNE 25, 2018 AS DOCUMENT NO. 201806250438 AND MAY 3, 2019 AS DOCUMENT NO. 201905030707, AND A MODIFICATION AND AN ADDITIONAL ADVANCE RECORDED DECEMBER 15, 2020 AS DOCUMENT NO. 202012151160, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS TRACT MAP AND JOINS IN ALL DEDICATIONS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2024.

FARMERS/MERCHANT CORP.

BY: _____

PRINTED NAME: _____

TITLE: _____

TRUSTEE’S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2024, BEFORE ME, _____,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

RECORDER’S STATEMENT

FILED THIS _____ DAY OF _____, 2024, AT _____ __M., IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, RECORDER’S SERIES NO. _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: \$_____ PAID

DONNA ALLRED
ASSESSOR/RECORDER/COUNTY CLERK

BY: _____
DEPUTY COUNTY RECORDER

OPTIONEE STATEMENT

THE UNDERSIGNED, TTLC RANCHO CORDOVA–SHALAKO, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THAT CERTAIN MEMORANDUM OF OPTION AGREEMENT RECORDED ON JANUARY 13, 2023 AS BOOK 20230113 PAGE 0391, IN THE OFFICIAL RECORDS OF SACRAMENTO COUNTY, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS TRACT MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS STATEMENT ON THE _____ DAY OF _____, 2024.

TTLC RANCHO CORDOVA–SHALAKO, LLC

BY: _____

PRINTED NAME: _____

TITLE: _____

OPTIONEE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2024, BEFORE ME, _____,
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS /HER /THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: _____
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

SUBDIVISION NO. FM–2022–001–01
SHALAKO WEST LARGE LOT FINAL MAP

THE NORTH ONE–HALF OF SECTION 29, TOWNSHIP 8 NORTH,
RANGE 7 EAST, M.D.M., AS DESCRIBED IN THE QUITCLAIM DEED
RECORDED IN BOOK 20140508, PAGE 0453, OFFICIAL RECORDS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
MAY 2024
RUGGERI–JENSEN–AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHALAKO INVESTORS, ON JUNE 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP INCLUDING THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 31, 2025, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 2024.

SCOTT A. SHORTLIDGE, P.L.S. NO. 6441



CITY ENGINEER’S STATEMENT

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

DATED THIS _____ DAY OF _____, 2024.

CITY ENGINEER, ALBERT STRICKER
R.C.E. 64057
EXPIRATION DATE: 9/30/24

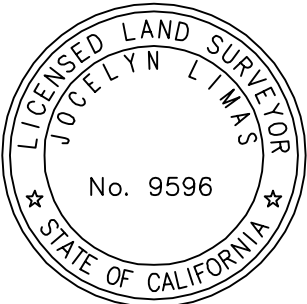


CITY SURVEYOR’S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2024.

LAND SURVEYOR, JOCELYN LIMAS
P.L.S. 9596
EXPIRATION DATE: 03/31/25



CITY CLERK’S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP SHALAKO WEST LARGE LOT FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS SHOWN HEREON. SUBJECT TO COMPLETION OF THE IMPROVEMENTS THEREON.

THE CITY REJECTS THE FEE OFFERS OF DEDICATION MADE ON THIS MAP BUT RESERVES THE RIGHT TO ACCEPT AS THE DEVELOPMENT PROGRESSES.

DATED THIS _____ DAY OF _____, 2024.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

SIGNATURE OMISSIONS

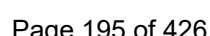
PURSUANT TO SECTION 66436(o), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

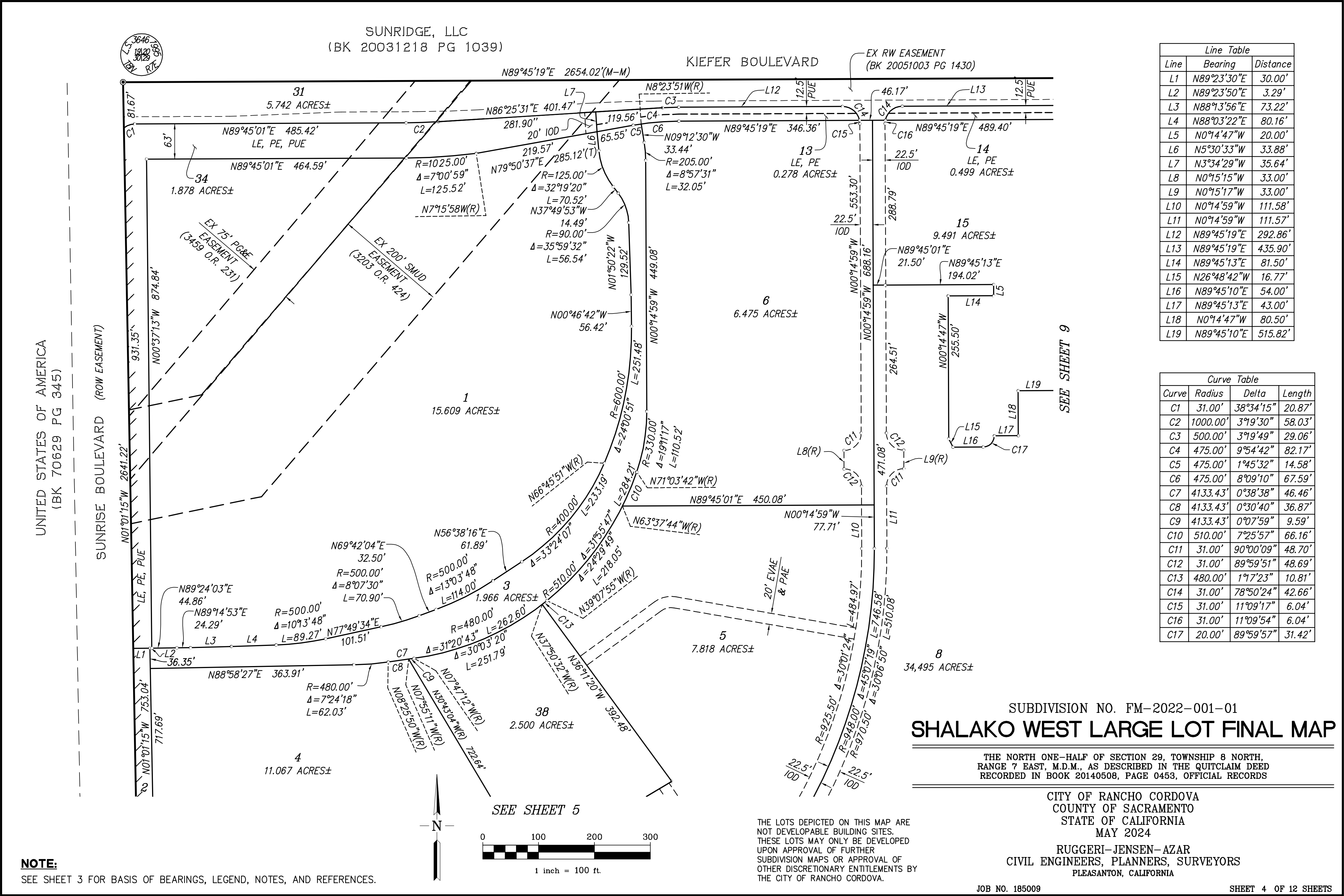
- 1. SACRAMENTO MUNICIPAL UTILITIES EASEMENT: 3203 O.R. 424
- 2. PACIFIC GAS & ELECTRIC COMPANY: 3459 O.R. 231
- 3. CITY OF RANCHO CORDOVA: 20050718 O.R. 1659
- 4. RECIPROCAL EASEMENT AND ACCESS AGREEMENT: 20021020 O.R. 0486

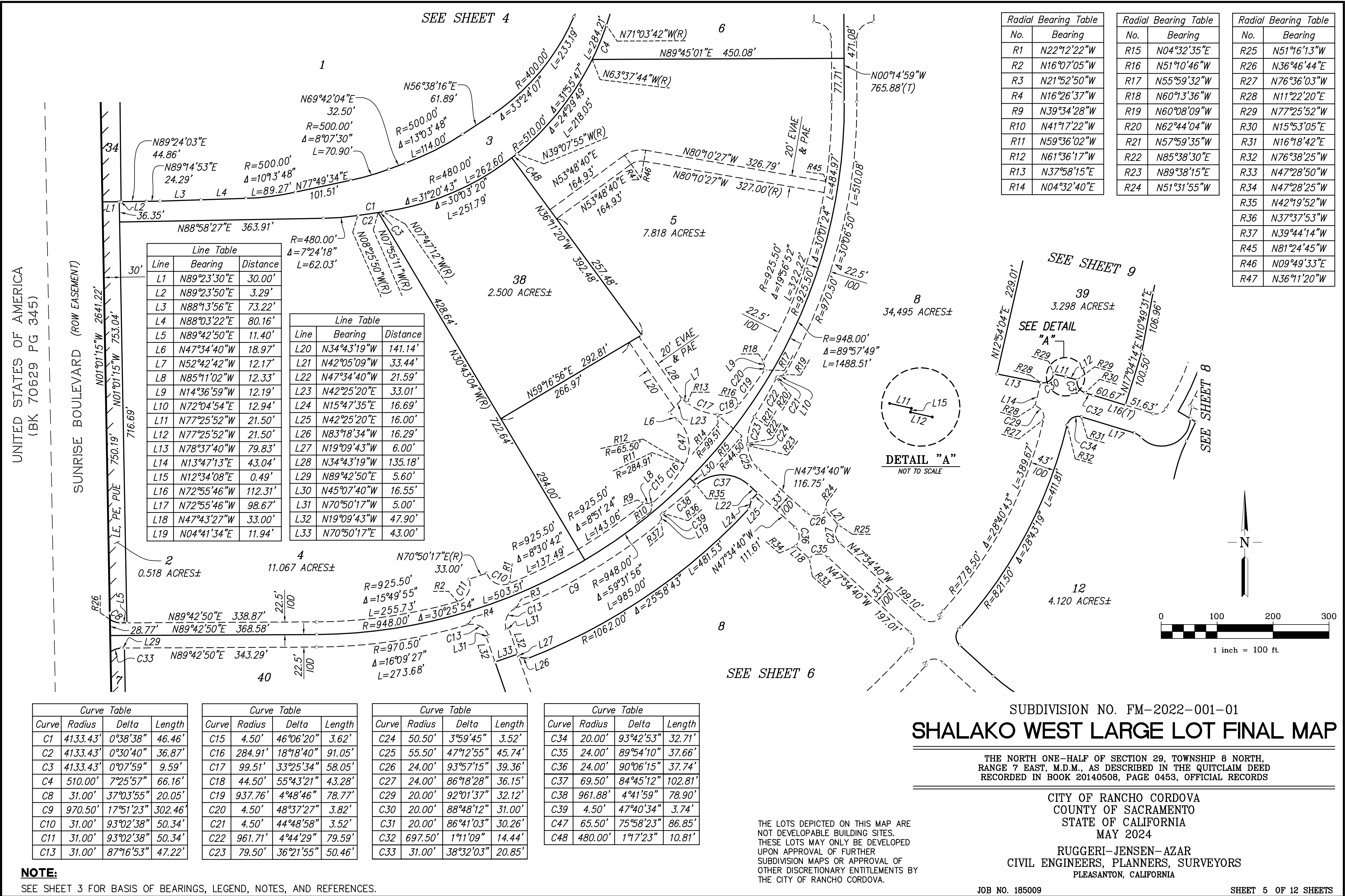
SUBDIVISION NO. FM-2022-001-01
SHALAKO WEST LARGE LOT FINAL MAP

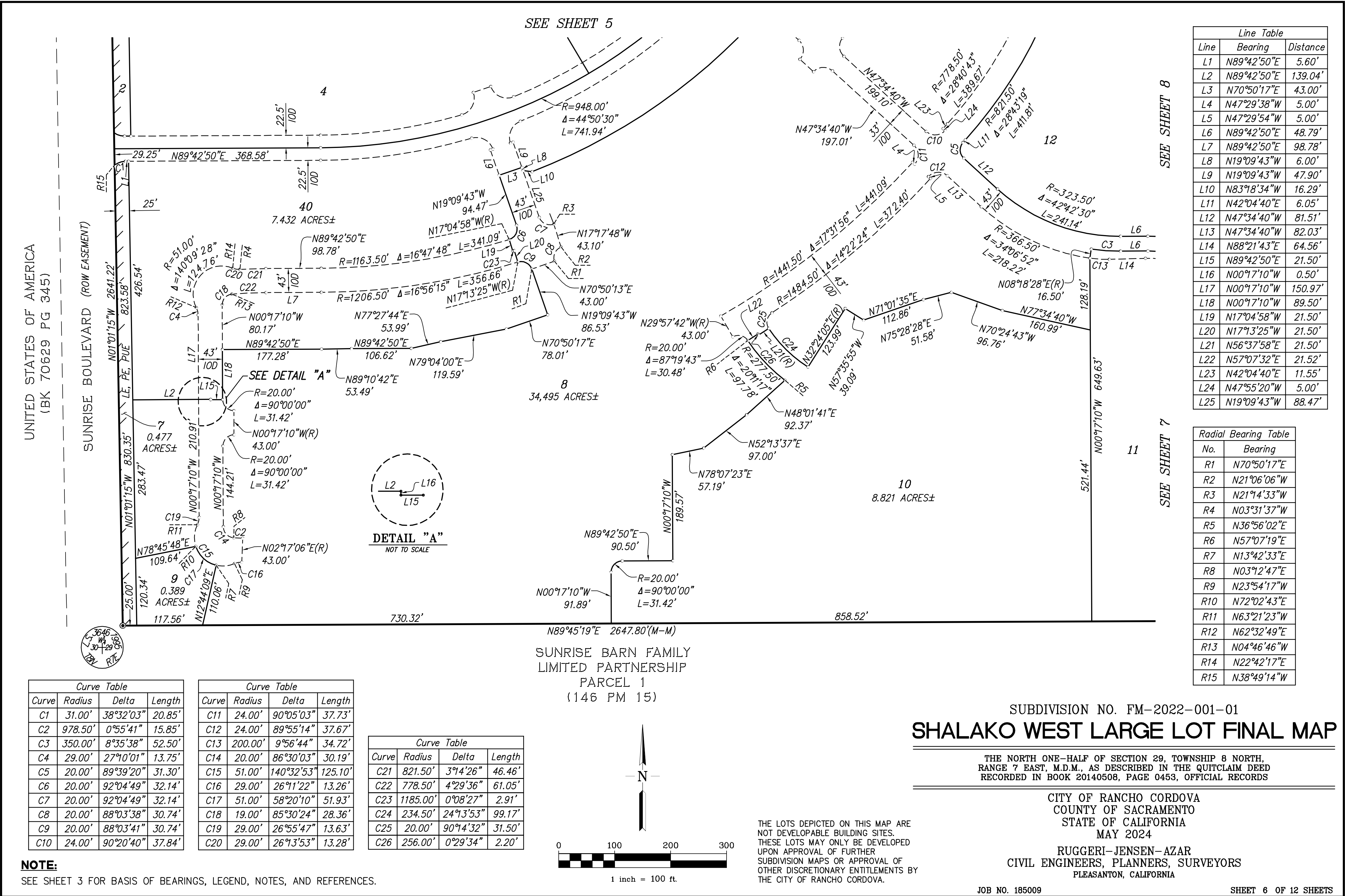
THE NORTH ONE-HALF OF SECTION 29, TOWNSHIP 8 NORTH,
RANGE 7 EAST, M.D.M., AS DESCRIBED IN THE QUITCLAIM DEED
RECORDED IN BOOK 20140508, PAGE 0453, OFFICIAL RECORDS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
MAY 2024
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA





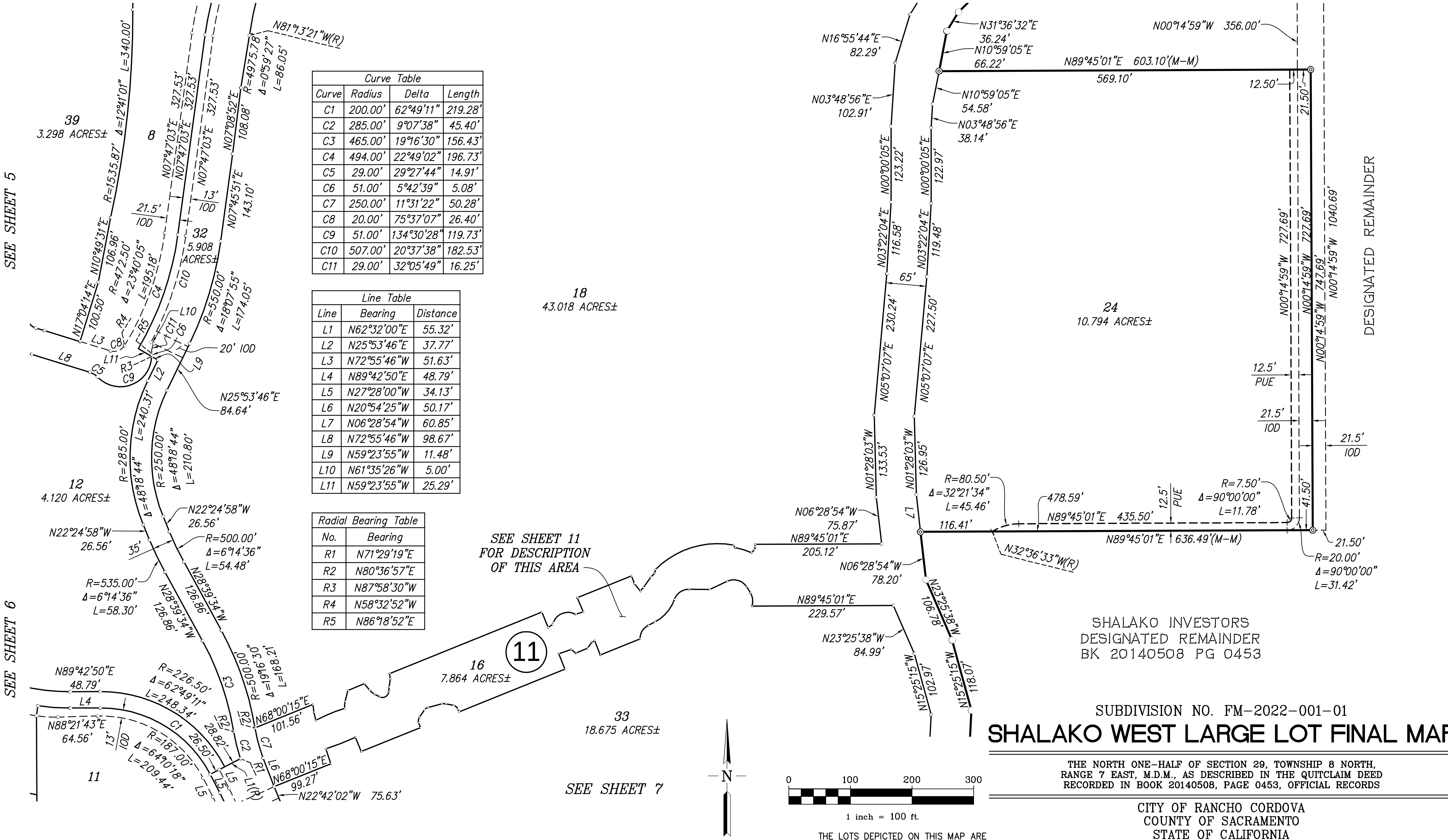






SEE SHEET 9

SEE SHEET 10

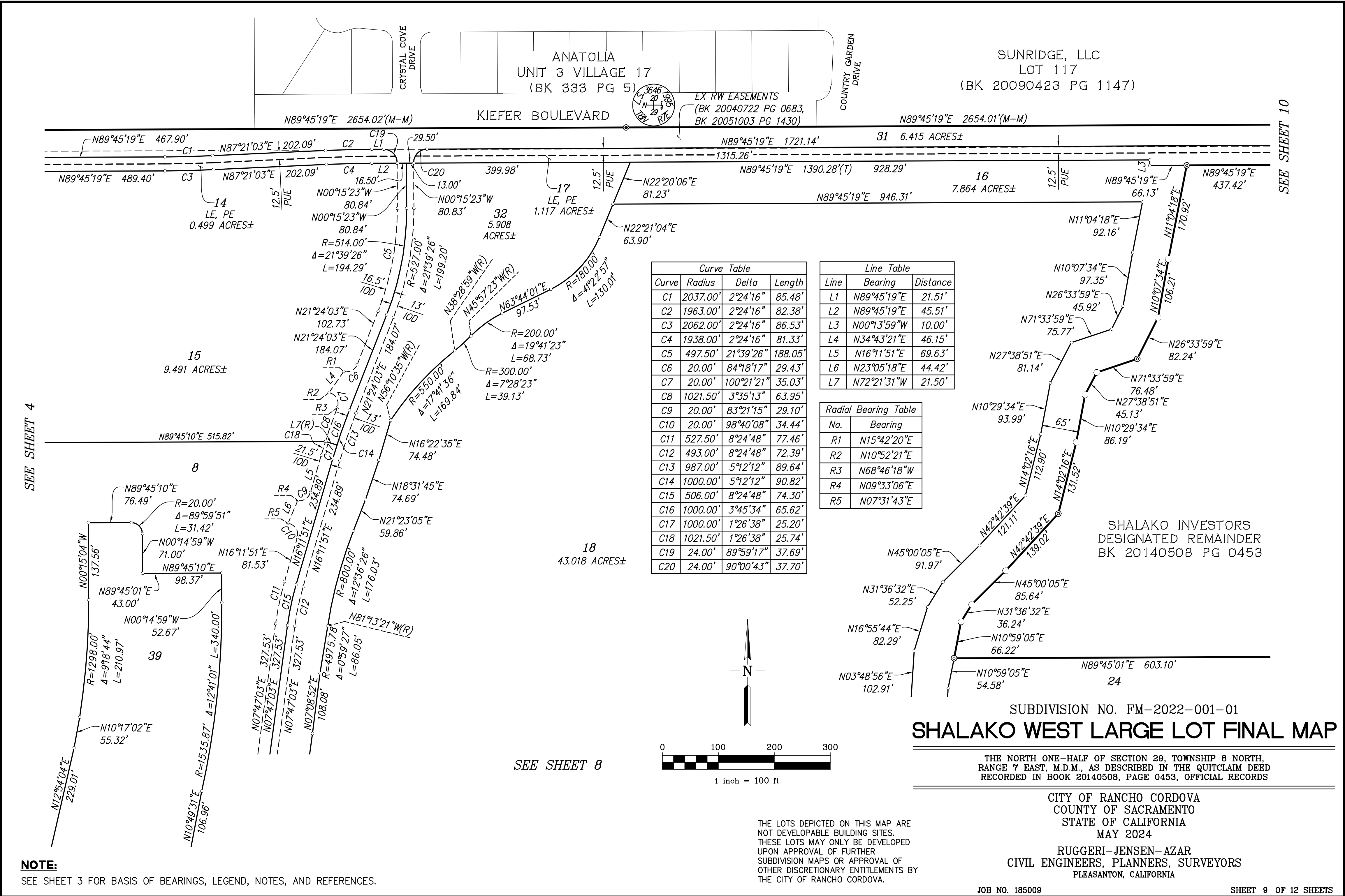


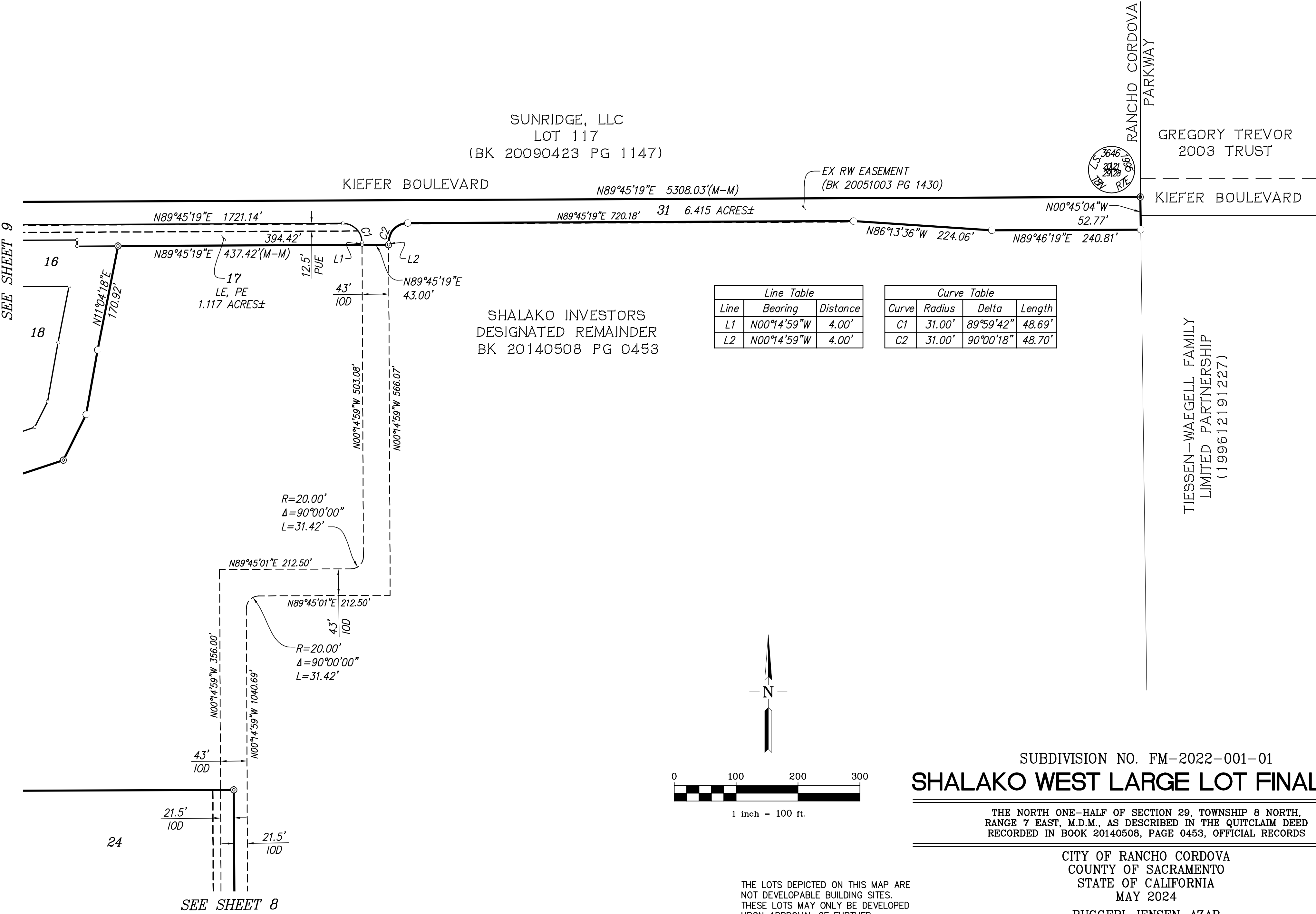
NOTE:
SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

THE LOTS DEPICTED ON THIS MAP ARE NOT DEVELOPABLE BUILDING SITES. THESE LOTS MAY ONLY BE DEVELOPED UPON APPROVAL OF FURTHER SUBDIVISION MAPS OR APPROVAL OF OTHER DISCRETIONARY ENTITLEMENTS BY THE CITY OF RANCHO CORDOVA.

THE NORTH ONE-HALF OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M., AS DESCRIBED IN THE QUITCLAIM DEED RECORDED IN BOOK 20140508, PAGE 0453, OFFICIAL RECORDS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
MAY 2024
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA





NOTE:
SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

THE LOTS DEPICTED ON THIS MAP ARE
NOT DEVELOPABLE BUILDING SITES.
THESE LOTS MAY ONLY BE DEVELOPED
UPON APPROVAL OF FURTHER
SUBDIVISION MAPS OR APPROVAL OF
OTHER DISCRETIONARY ENTITLEMENTS BY
THE CITY OF RANCHO CORDOVA.

SUBDIVISION NO. FM-2022-001-01
SHALAKO WEST LARGE LOT FINAL MAP

THE NORTH ONE-HALF OF SECTION 29, TOWNSHIP 8 NORTH,
RANGE 7 EAST, M.D.M., AS DESCRIBED IN THE QUITCLAIM DEED
RECORDED IN BOOK 20140508, PAGE 0453, OFFICIAL RECORDS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
MAY 2024
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA

18
43.018 ACRES±

16
7.864 ACRES±

33
18.675 ACRES±

THE LOTS DEPICTED ON THIS MAP ARE NOT DEVELOPABLE BUILDING SITES. THESE LOTS MAY ONLY BE DEVELOPED UPON APPROVAL OF FURTHER SUBDIVISION MAPS OR APPROVAL OF OTHER DISCRETIONARY ENTITLEMENTS BY THE CITY OF RANCHO CORDOVA.

SEE SHEET 3 FOR BASIS OF BEARINGS, LEGEND, NOTES, AND REFERENCES.

SHEET 11 OF 12 SHEETS

No.	Bearing
R1	N28°22'12"W
R2	N45°23'46"W
R3	N45°05'58"W
R4	N89°34'46"W

ADDITIONAL INFORMATION SHEET

ADDITIONAL INFORMATION SHOWN ON THIS SHEET IS FOR INFORMATIONAL PURPOSES AND NOT INTENDED TO AFFECT RECORD TITLE INTEREST PER STATE OF CALIFORNIA GOVERNMENT CODE SECTION 66434.2 (THE SUBDIVISION MAP ACT):

NOTES:

- 1. THE LOTS DEPICTED ON THIS MAP ARE NOT DEVELOPABLE BUILDING SITES. THESE LOTS MAY ONLY BE DEVELOPED UPON APPROVAL OF FURTHER SUBDIVISION MAPS OR OTHER DISCRETIONARY ENTITLEMENTS THEREFORE BY THE CITY OF RANCHO CORDOVA.
- 2. NOTICE IS HEREBY GIVEN THAT THE KIEFER LANDFILL IS LOCATED APPROXIMATELY 3 MILES SOUTHEASTERLY OF THIS SUBDIVISION.
- 3. NOTICE IS HEREBY GIVEN THAT THE SACRAMENTO RENDERING COMPANY IS LOCATED APPROXIMATELY 1 MILE WEST OF THIS SUBDIVISION.
- 4. LOT 12 TO BE DEVELOPED AS NEIGHBORHOOD PARK AND DEDICATED TO CRPD BY SEPARATE INSTRUMENT.
- 5. LOTS 2, 7, 13, 14, 17 AND 34 ARE FOR LANDSCAPING, PEDESTRIAN AND PUBLIC UTILITY PURPOSES AND SHALL BE DEDICATED TO AND MAINTAINED BY THE CITY OF RANCHO CORDOVA.
- 6. LOTS 3, 16 & 32 ARE WETLAND BUFFERS FOR LANDSCAPING, PEDESTRIAN AND PUBLIC UTILITY PURPOSES AND SHALL BE DEDICATED TO AND MAINTAINED BY THE CITY OF RANCHO CORDOVA.
- 7. ALL PROPOSED PRIVATE EASEMENTS SHOWN HEREON SHALL BE CREATED BY COVENANTS, CONDITIONS, RESTRICTIONS, AND RECORDED EASEMENTS.

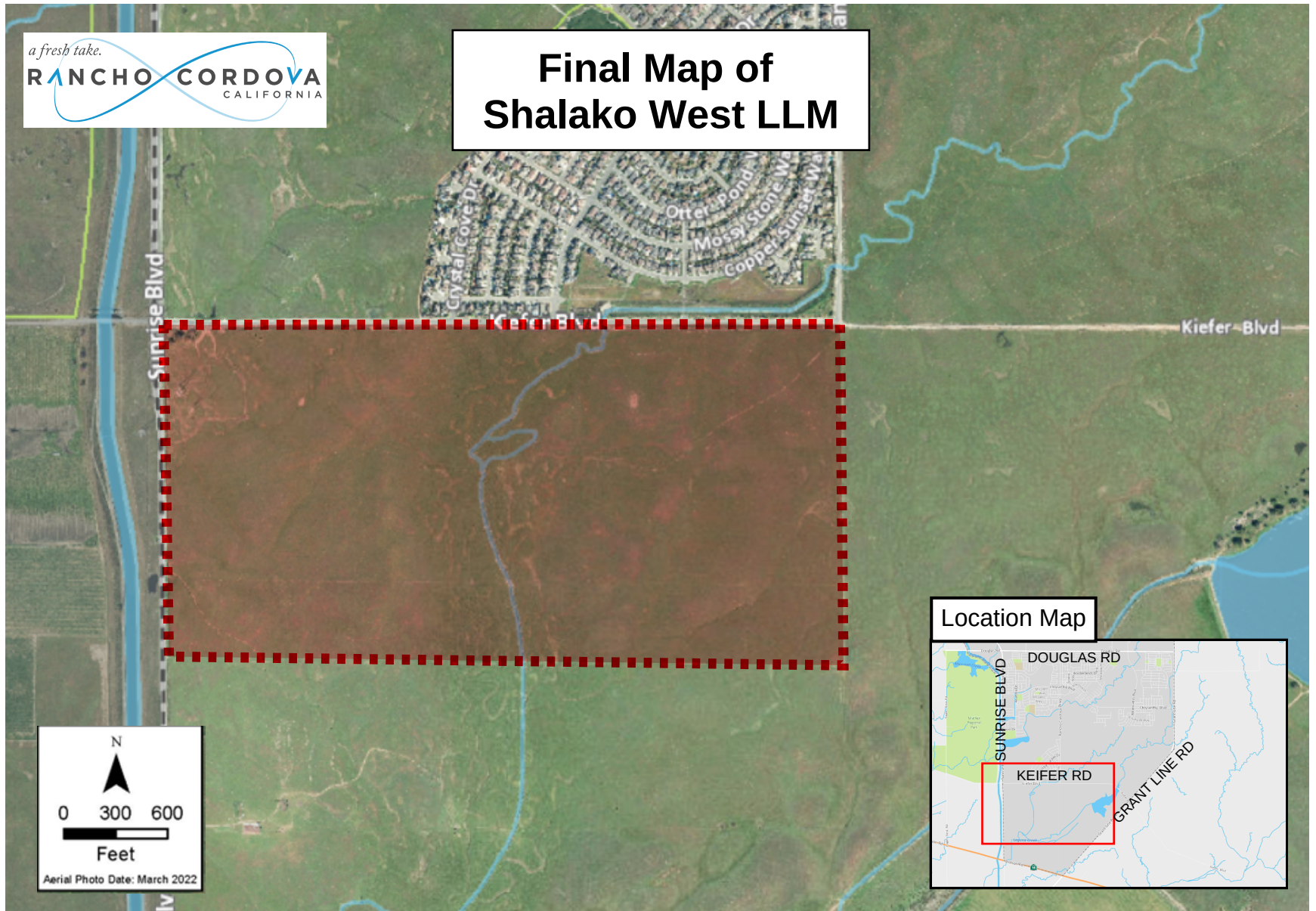
SUBDIVISION NO. FM-2022-001-01
SHALAKO WEST LARGE LOT FINAL MAP

THE NORTH ONE-HALF OF SECTION 29, TOWNSHIP 8 NORTH,
RANGE 7 EAST, M.D.M., AS DESCRIBED IN THE QUITCLAIM DEED
RECORDED IN BOOK 20140508, PAGE 0453, OFFICIAL RECORDS

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
MAY 2024
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
PLEASANTON, CALIFORNIA



Final Map of Shalako West LLM



MEMORANDUM



ITEM 17.8.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman, Community Development Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CREDIT AGREEMENT CONTRACT NO. 2024-53 WITH K. HOVNANIAN AT JAEGER RANCH, LLC IN THE AMOUNT OF \$564,317 FOR THE CONSTRUCTION OF PUBLIC OFFSITE TRAIL IMPROVEMENTS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a Credit Agreement with K. Hovnanian at Jaeger Ranch, LLC for construction of public offsite trail improvements.

BACKGROUND

K. Hovnanian at Jaeger Ranch, LLC (the "Developer") is currently constructing a project known as The Ranch. As a requirement of the project, Developer will be constructing a public offsite trail improvement from the northerly trail terminus in Developer's property to connect to an existing trail terminus at Canyonlands Drive, see Figure 1 ([Attachment 2](#)).

Developer has provided, and City staff have approved, an engineer's estimate for construction of the trail improvements in the amount of \$564,317. The purpose of the Credit Agreement, [Attachment 3](#), is to authorize credits against the Community Renovation Fee paid at building permit up to a total amount not to exceed \$564,317.

FISCAL IMPACT AND FUNDING SOURCE

The credits would be applied against the Community Renovation Fee. There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Figure 1
3. Contract No. 2024-53

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CREDIT AGREEMENT IN THE AMOUNT OF \$564,317 FOR THE CONSTRUCTION OF PUBLIC OFFSITE TRAIL IMPROVEMENTS

WHEREAS, in January 2020, the City Council approved entitlements for The Ranch subdivision project ("the Project") including an Ordinance approving a Development Agreement; and

WHEREAS, pursuant to Section 6.3 of the Development Agreement, Developer voluntarily agrees to pay the City a Community Renovation Fee subject to an annual Consumer Price Index (CPI) adjustment; and

WHEREAS, the City desires, and the Developer agrees that Developer shall cause to be constructed certain offsite bike/pedestrian trail improvements that connect the Developer's northerly trail terminus to an existing trail terminus at Canyonlands Drive; and

WHEREAS, the City desires to award Developer fee credits towards the Community Renovation Fee as described in Section 6.3 of the Development Agreement in an amount equal to the City approved engineer's estimate of construction costs of the trail improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Manager is authorized to execute the Credit Agreement with K. Hovnanian at Jaeger Ranch, LLC in the amount of \$564,317 for construction of public offsite trail improvements.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

THE RANCH TRAIL EXTENSION

RANCHO CORDOVA

CALIFORNIA

APRIL 2024

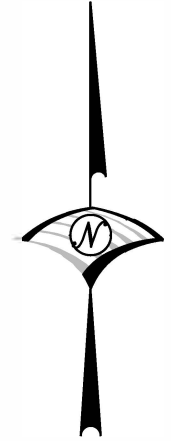
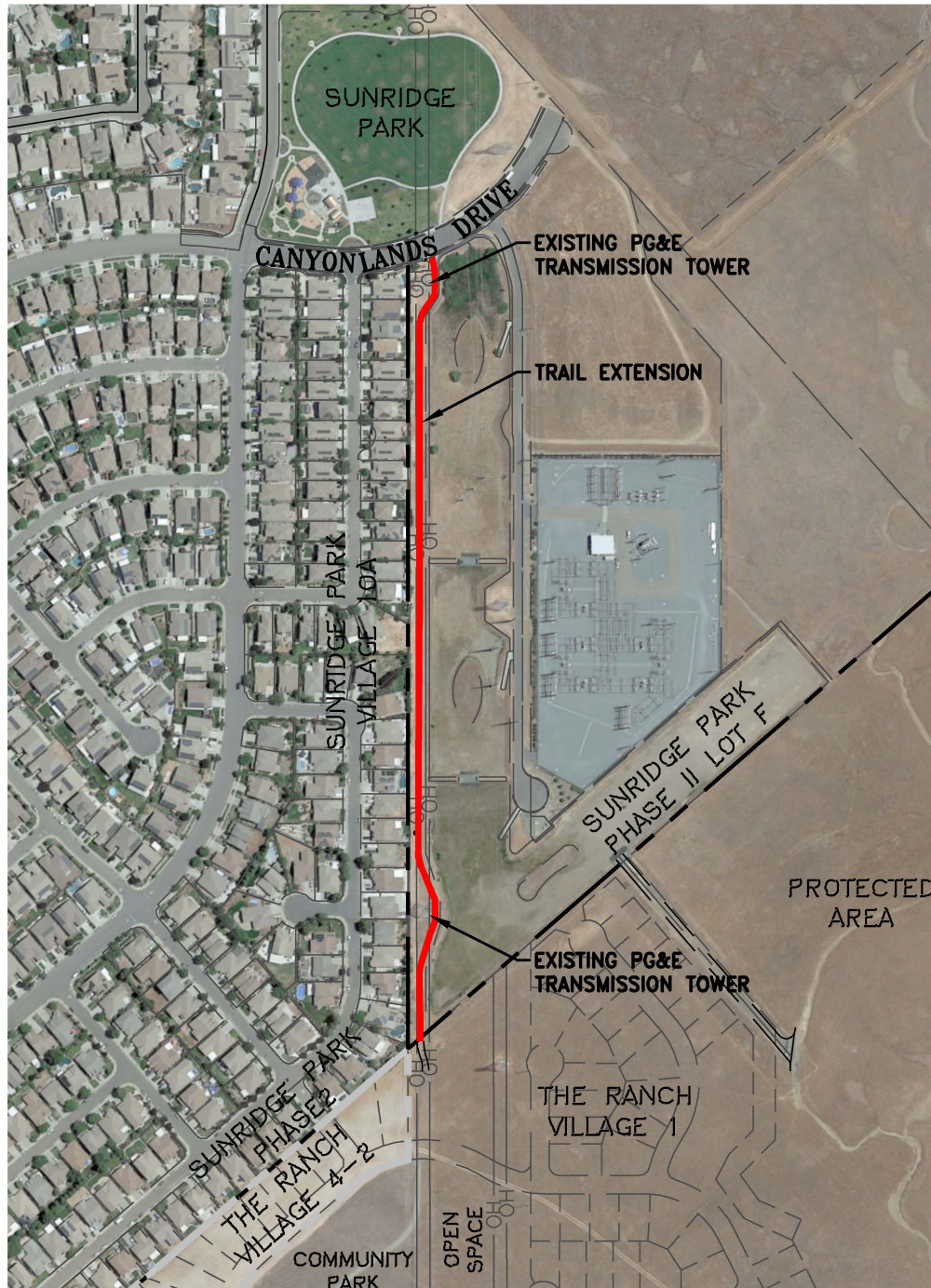


FIGURE 1



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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

CITY OF RANCHO CORDOVA

IMPACT FEE CREDIT AGREEMENT WITH K. HOVNANIAN AT JAEGER RANCH, LLC
FOR CONSTRUCTION OF PUBLIC OFFSITE TRAIL IMPROVEMENTS

This Fee Credit Agreement, dated as of the ____ day of _____, 2024, by and between the **City of Rancho Cordova**, a municipal corporation (the "City") and **K. Hovnanian at Jaeger Ranch, LLC.**, (the "Developer").

RECITALS:

WHEREAS, in January 2020 the City Council approved entitlements for The Ranch subdivision project ("the Project") including an Ordinance approving a Development Agreement; and

WHEREAS, on February 21, 2020, the City and Developer entered into the Development Agreement recorded on May 1, 2020, in the office of the Sacramento County Clerk/Recorder as document number 202005020617; and

WHEREAS, pursuant to Section 6.3 of the Development Agreement, Developer voluntarily agrees pay City a Community Renovation Fee in an amount based upon the number of single family and multifamily dwelling units constructed by Developer subject to an annual Consumer Price Index (CPI) adjustment; and

WHEREAS, the City desires, and the Developer agrees that Developer shall cause to be constructed the off-track bike/pedestrian trail improvements shown on **Figure 1** and described in **Exhibit A** hereto, which are included in the improvement plans titled The Ranch Village 1, approved on December 20, 2023, and revised on March 24, 2024 to include the bike/pedestrian trail (the "Improvements"); and

WHEREAS, the City desires to award Developer fee credits towards the Community Renovation Fee as described in Section 6.3 of the Development Agreement in an amount equal to a City approved engineer's estimate of construction costs of the Improvements; and

WHEREAS, the Public Works Director has approved the engineer's estimate of construction costs of the Ranch Village 1 Offsite Trail included in **Exhibit B**.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Developer hereby agree as follows:

Section 1. Project Scope

Subject to the terms of this Agreement, the City agrees to provide credits of funds to the Developer for the Community Renovation Fee in an amount not to exceed **Five Hundred Sixty-Four Thousand Three Hundred and Seventeen Dollars (\$564,317)** total for the construction the Improvements as shown in **Exhibit A**, attached hereto and incorporated herein.

Section 2. Credit Amount

The City agrees to provide credits to Developer against the Community Renovation Fee for the construction of the Improvements in the following amount:

An amount equal to \$1,411.08 per unit not to exceed a total amount of \$564,317 total, or any method as agreed upon between City and Developer to spread the credits against certain remaining lots until expended.

Section 3. Credit/Reimbursement Timing

- (a) **Credit Priority.** The credit toward Developer's Community Renovation Fees shall be equal to the credit allocation as authorized by the Public Works Director as specified in Section 2. Such fee credits shall be applied at building permit upon issuance of such permits, within The Ranch Project. Upon acceptance of the improvements and after reconciliation of the final improvement costs, credit balance may be adjusted at the Public Works Director's discretion.

Fee credits granted to Developer pursuant to this Agreement may be transferred to other owners, builders, or developers who are subject to the payment of a Community Renovation Fee. To effect such a transfer, Developer shall submit a completed form to the City in substantially the same format as set forth in **Exhibit C** that will (i) reference this Agreement; (ii) identify the Developer and assignee if credits are being assigned to a builder or other party; (iii) identify the number of lots against which the credits will be applied; (iv) identify the fee credit balance before and after the transfer; and (v) include a map or other method that is acceptable to the City that identifies the lots or parcels against which the fee credits will be applied. The form must be signed by the Developer and the City, and an executed copy of the form shall be kept on file at the City.

Section 4. Process and Procedures

The Developer's construction contracts, construction work, and requests for credit relating to the Improvements shall be performed in conformance with the City's most current "Reimbursement Policies and Procedures for Privately Constructed Public Facilities" document, which is available from the City Engineer. The Developer shall be responsible for complying with all applicable laws, codes, and regulations relating to contracting and construction procedures.

Section 5. Limited City Obligation

The obligations arising from this Agreement are neither a debt of the City nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon any of its income, receipts, or revenues, except the fees collected for the Improvements. Neither the General Fund nor any other fund of the City, except the applicable fund(s) associated with the Community Renovation Fee, shall be liable for the payment of any obligations arising from this Agreement. The credit or taxing power of the City is not pledged for the payment of any obligation arising from this Agreement. No Developer shall compel the forfeiture of any of the City's property to satisfy any obligations arising from this Agreement.

Section 6. Conveyance of the Improvements

Once Improvements are accepted and deemed satisfactory by the City, the Improvements automatically become the property of the City. The Developer shall take any and all actions necessary to convey to the City and vest in the City full, complete and clear title to the Improvements that the Developer has constructed.

Section 7. Delivery of Plans and Specifications

Prior to final acceptance of Improvements by the City, the constructing Developer shall deliver to the City copies of all plans, specifications, shop drawings, as-built plans, operating manuals,

service manuals, warranties and other documents relating to the design, construction, installation, and operation of the Improvements.

Section 8. Liens, Claims, and Encumbrances

Prior to final acceptance of Improvements by the City, the constructing Developer shall provide a written guarantee and assurance to the City that there are no liens, claims, or encumbrances on those Improvements, together with unconditional final releases from all contractors and material suppliers, and with copies of invoices and corresponding checks issued by the Developer for all items for which reimbursement is requested under this Agreement for the Improvements. Notwithstanding any other provision or term of this Agreement, the City shall have no obligation to make any reimbursement payments until the constructing Developer has cleared any and all liens, claims and encumbrances from the Improvements and provided the required documentation, guarantee and assurance in writing, to the satisfaction of the City.

Section 9. Warranty and Repair

- (a) **Warranty.** Developer hereby warrants the Improvements that it constructs as to materials and workmanship and, should any failure of those Improvements occur within a period of one (1) year after final acceptance thereof by the City, the Developer shall promptly cause the needed repairs to be made without cost to the City.
- (b) **Repair.** The City is hereby authorized to make such repairs if the constructing Developer fails to make or undertake with due diligence the aforesaid repairs within twenty (20) days after the City has given written notice of such failure. In case of emergency where, in the sole opinion of the City Engineer, delay would cause serious hazard to the public, the necessary repairs may be made or lights, signs and barricades erected, without prior notice to the Developer. In all cases of failure of Improvements within the warranty period where the City has taken action in accordance with this paragraph, the constructing Developer shall reimburse the City as appropriate for all costs, direct and indirect, incurred by the City.

Section 10. Indemnity

The Developer, by execution of this Agreement, specifically agrees to assume the defense of, indemnify, and hold harmless the City and its officers, employees, consultants, and agents (the "Indemnitees") with Counsel selected by the City from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of, or resulting from any defects in the installation of the Improvements constructed by the Developer, except Liabilities arising from the sole negligence or willful misconduct of the City and/or the Indemnitees. This indemnification shall remain in effect until the later to occur of (1) the termination of this Agreement or (2) the date which is two years after the final acceptance by the City of any improvements designed, installed or constructed pursuant to this Agreement or the Cooperative Agreement.

Section 11. No Third Party Beneficiary

City does not assume any liability, duty or obligation to Developer's contractors, subcontractors or agents by execution or performance of this Agreement and no contractors, subcontractors, agents or any parties are third party beneficiaries of this Agreement.

Section 12. Attorney's Fee

If any suit, action or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

Section 13. Notices

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally (FedEx and similar services, each of which is hereinafter called an "Express Courier," shall be considered to be personal service) or by telephone facsimile or other electronic transmission (provided that the sender of a telephone facsimile or other electronic transmission has received confirmation of successful transmission by the sending fax machine), and upon receipt, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, return receipt requested, and properly addressed as follows:

City:

City of Rancho Cordova
Community Development Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Director

With a copy to:

City of Rancho Cordova
Finance Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Finance Administrator

Developer:

K Hovnanian at Jaeger Ranch, LLC
3721 Douglas Boulevard, Suite 150
Roseville, CA 95661
Attn: Robert Sprague

Either party may change its mailing address at any time by giving written notice of such changes to the other party in the manner provided herein.

Section 14. Term

The term of this Agreement shall start on the day and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this Agreement have been satisfied. However, this Agreement shall become null and void upon the termination of the Cooperative Agreement.

Section 15. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

Section 16. Binding on Successors and Assigns

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, in the same manner as if such parties had been expressly named herein.

Section 17. Governing Law; Venue

This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

Section 18. Exhibits

The Exhibits attached hereto are hereby incorporated herein by this reference.

Section 19. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by all parties.

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

CITY OF RANCHO CORDOVA, A
California municipal corporation

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

By: _____
Micah Runner
City Manager

By: _____
Its: _____

Date: _____

Date: _____

ATTEST:

Stacy Leitner, City Clerk

Date: _____

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

2946301.1

THE RANCH TRAIL EXTENSION

RANCHO CORDOVA

CALIFORNIA

APRIL 2024

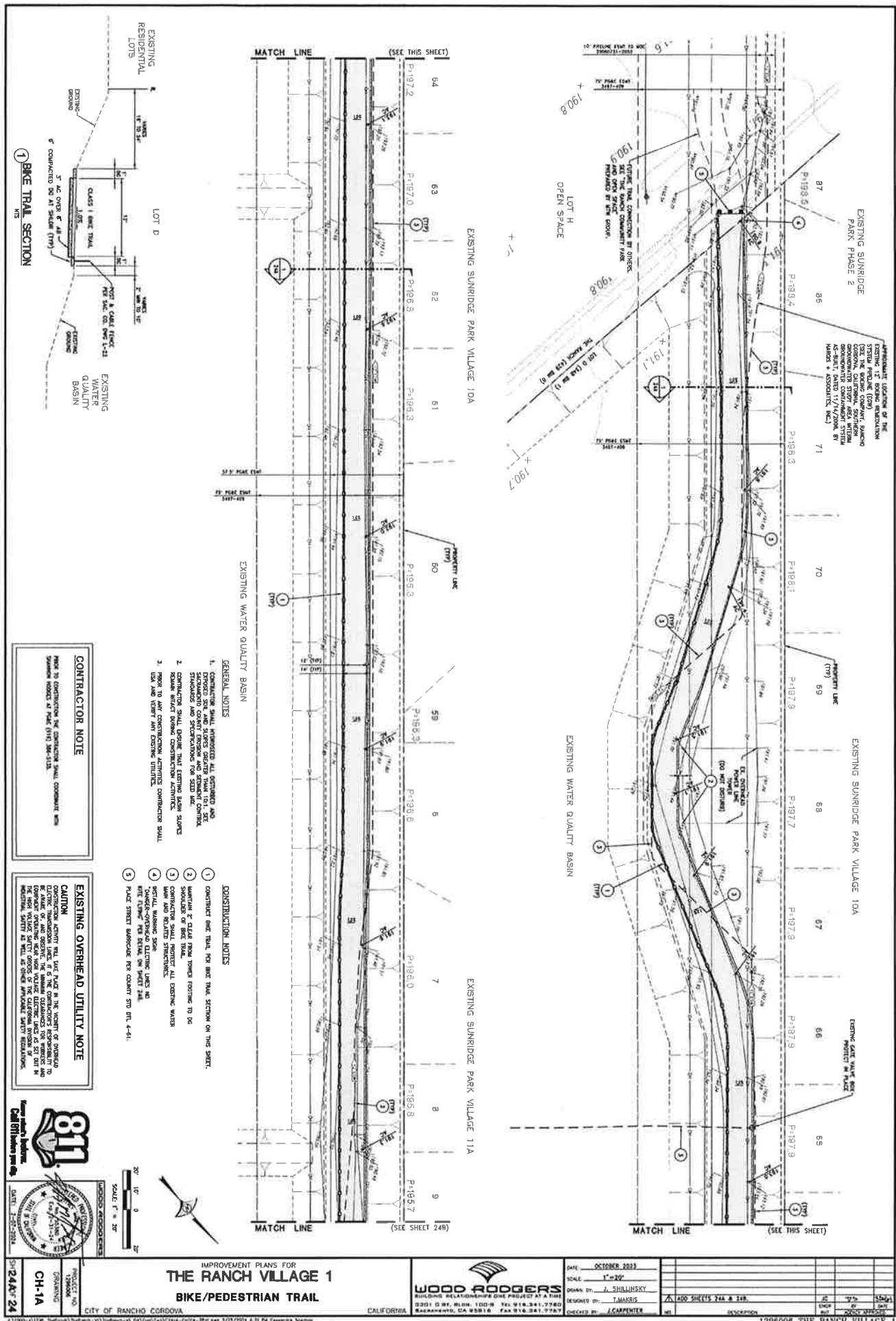


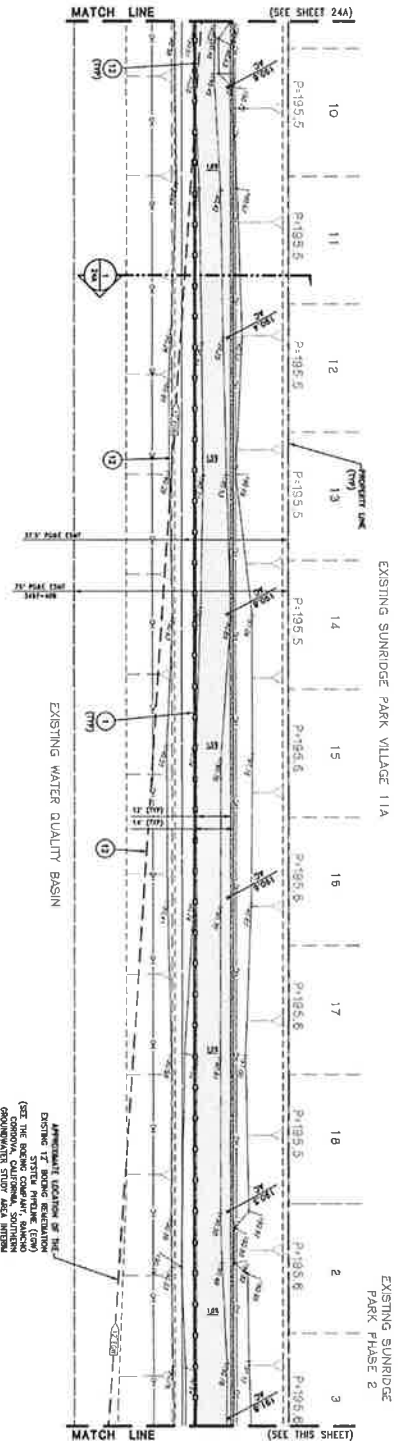
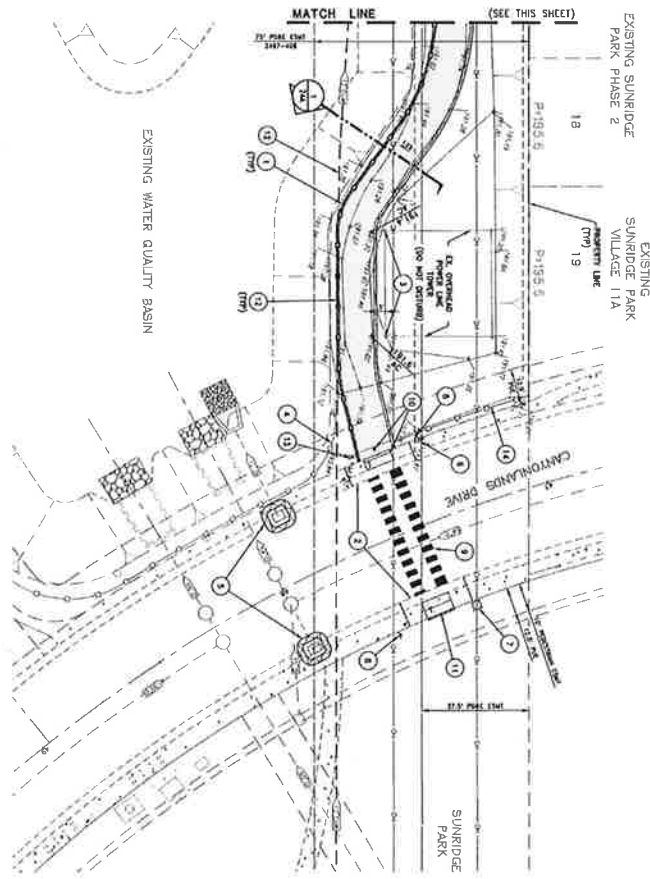
FIGURE 1



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 3301 D St, Bldg. 100-B TEL 916.341.7760
 SACRAMENTO, CA 95816 FAX 916.341.7767

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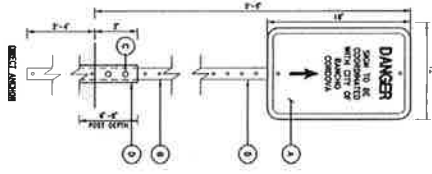




CONTRACTOR NOTE

PROCA TO CONSTRUCTION THE CONTRACTOR SHALL COORDINATE WITH SPANISH HOODS AT P&E (916) 396-5135.

WARNING SIGN & POST



- A RECTANGULAR RIBBED ALUMINUM SIGN W/ ROUNDED CORNERS, SIGNS AND CONTENT PER CITY OF BAKING CONCRETE SIGN SHOWN BELOW FOR REFERENCE ONLY.
- B 1.5"X1.5" SQUARE PERFORATED GALVANIZED STEEL SIGN POST.
- C CORNER BOLTS (2 PER POST).
- D DIRECT RIBBED GALVANIZED STEEL POST AND BASE.

THE ABOVE-DESCRIBED LOCATION OF THE
EXISTING 17" BOILING REVELATION
SYSTEM PIPELINE (EWM)
NEAR THE BOILING COMPANY, RANCHO
CORDOVA, CALIFORNIA, SOUTHERN
GROUNDWATER STUDY AREA INTERIOR
GROUNDWATER CONTAMINANT SYSTEM
AS-BUILT, DATED 11/14/2008, BY
HARGIS & ASSOCIATES, INC.)

EXISTING OVERHEAD UTILITY NOTE

CAUTION
CONSTRUCTION ACTIVITY WILL TAKE PLACE IN THE VICINITY OF OVERHEAD ELECTRIC TRANSMISSION LINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF, AND OBSERVE, THE MINIMUM CLEARANCES FOR WORKERS & EQUIPMENT OPERATING NEAR HIGH VOLTAGE ELECTRIC LINES AS SET OUT IN THE HIGH VOLTAGE SAFETY ORDERS OF THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY AS WELL AS OTHER APPLICABLE SAFETY REGULATIONS.

VICINITY MAP



- [illegible]



PROJECT NO.
1296006
DRAWING
CH-1B
SHEET 24B OF 25

IMPROVEMENT PLANS FOR THE RANCH VILLAGE 1 BIKE/PEDESTRIAN TRAIL

CITY OF RANCHO CORDOVA

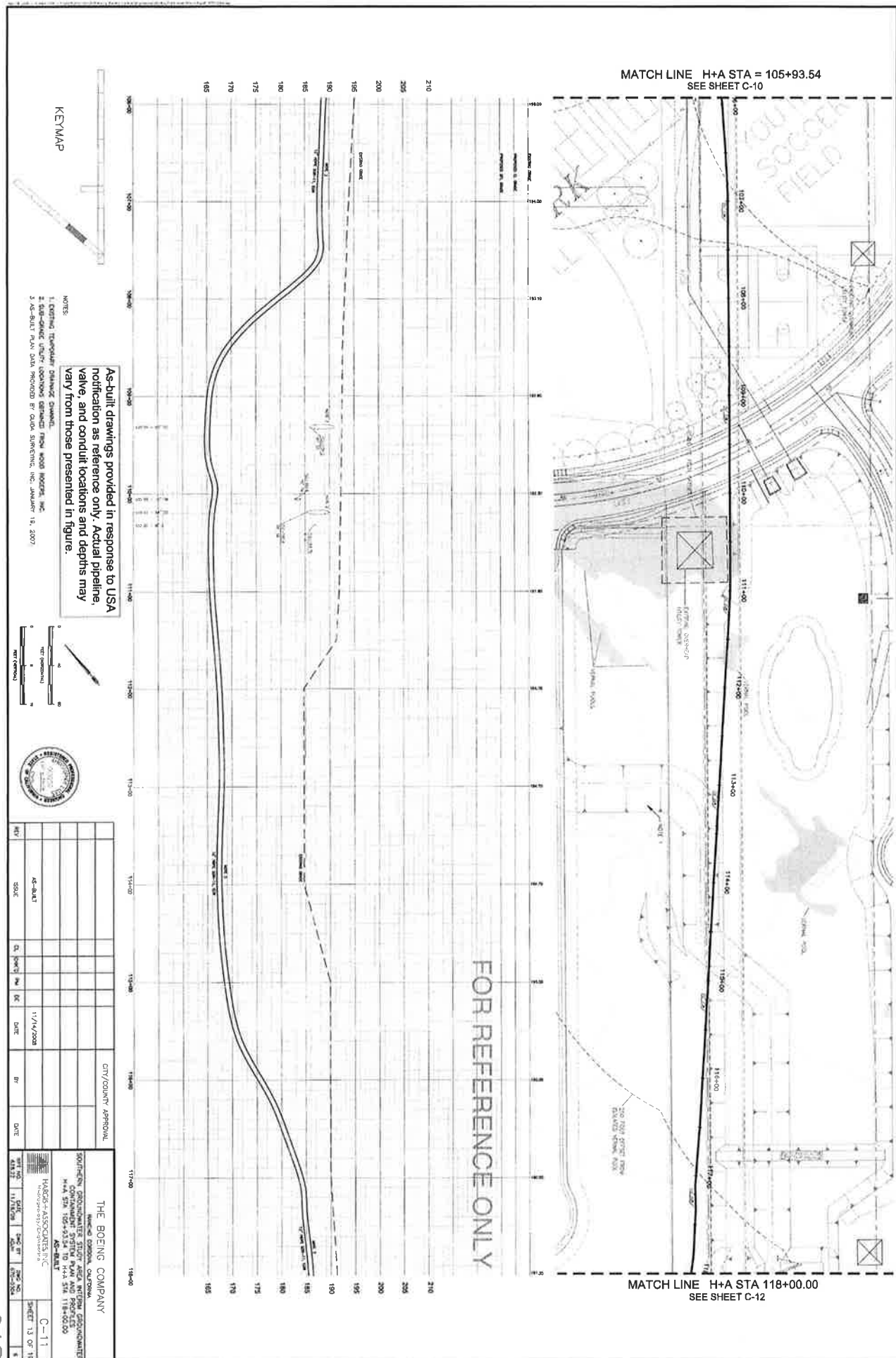
CALIFORNIA



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
13031 DRY LANE, SUITE 100B TEL: 916.341.7700

DATE: OCTOBER 2013
SCALE: 1"=20'
DRAWN BY: J. SHILINSKY
DESIGNED BY: T. MAKRI
CHECKED BY: J. CARPENTER

[illegible]



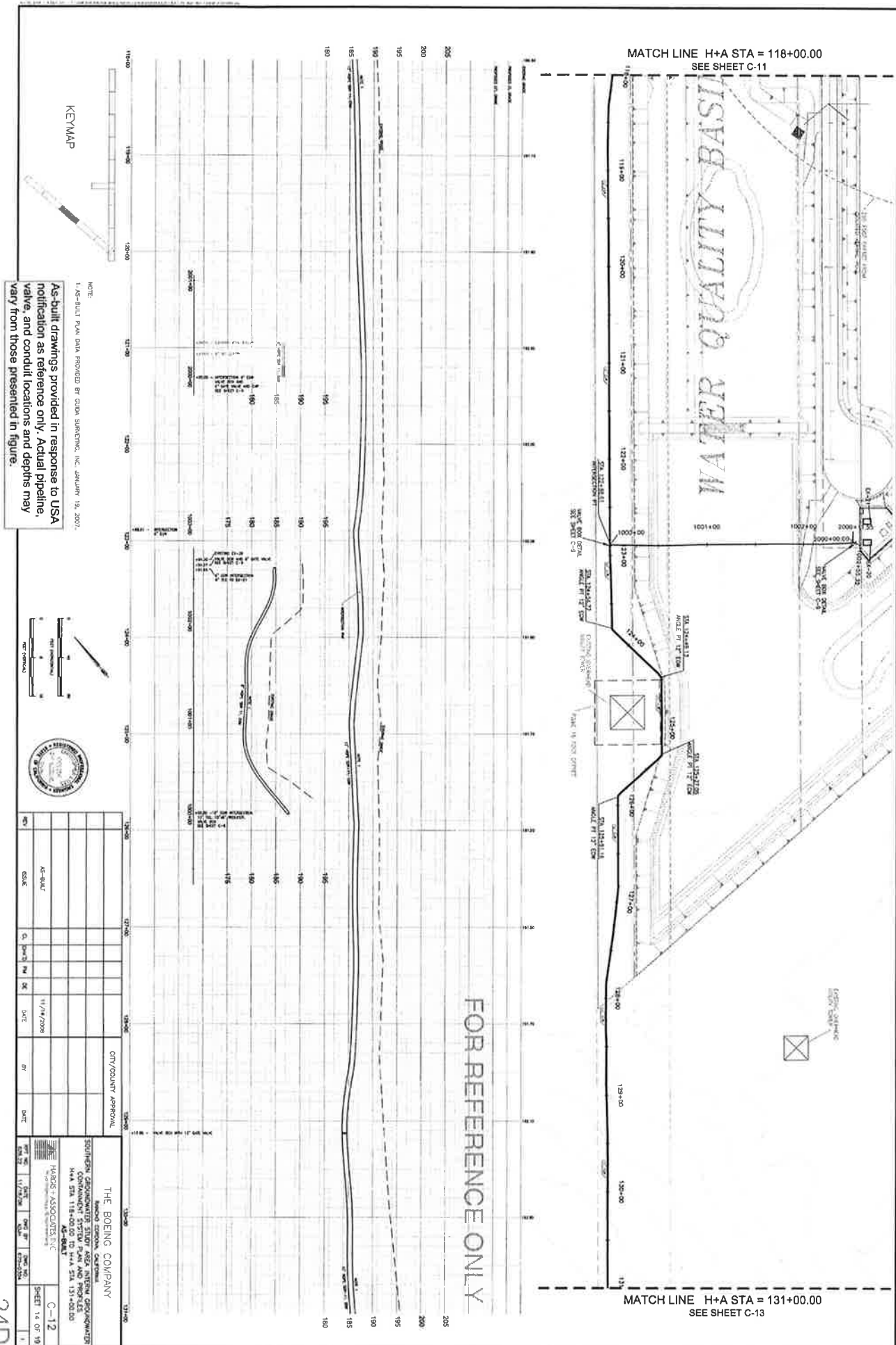


EXHIBIT B - Engineer's Estimate

By: C.Saechao

Date: March 25, 2024 (Revised)

WOOD RODGERS
Engineer's Quantity & Cost Estimate
The Ranch Village 1 Offsite Trail
 Rancho Cordova

Cost Estimate for In-Tract Improvements for Village 1 (1,780 LF of trail) based upon improvement plans dated February 2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1.	Erosion Control (including existing inlet protection)	1	EA	\$23,000.00	\$23,000.00
2.	Excavation and Off-haul	720	CY	\$35.00	\$25,200.00
3.	Sawcut and Remove Existing Curb, Gutter and Sidewalk	385	SF	\$20.00	\$7,700.00
4.	3" AC over 6" AB (12' Wide AC Trail)	21,290	SF	\$11.00	\$234,190.00
5.	6" DG Compacted 90% (1' Wide Shoulders)	3,550	SF	\$12.00	\$42,600.00
6.	Post and Cable Fence (East side only)	1,830	LF	\$45.00	\$82,350.00
7.	10' Pedestrian Ramps (Including Truncated Domes)	2	EA	\$3,500.00	\$7,000.00
8.	Type 3 Retaining Curb	25	LF	\$50.00	\$1,250.00
9.	Removeable Bollard	1	EA	\$1,300.00	\$1,300.00
10.	Signage and Striping	1	LS	\$9,500.00	\$9,500.00
Subtotal					\$434,090.00
10% Contingency					\$43,409.00
20% Soft Costs (Engineering, Staking, Inspection, etc.)					\$86,818.00
Total					\$564,317.00

Footnotes:

- 1 The trail connection through Lot H is not included as part of these improvements.
- 2 Signage and Striping includes crosswalk signage and striping as well as overhead electric caution signage.
- 3 Assumes no Boeing facilities will need to be relocated or replaced.
- 4 Estimate does not include any provisions for landscaping improvements.

For Official Use Only:

Case # _____
Fund: _____Lot # _____
Credit Amount/Lot \$ _____

EXHIBIT C
SUPPLEMENTAL TRAFFIC IMPACT FEE
ASSIGNMENT AND TRANSFER OF FEE CREDIT CERTIFICATE

The undersigned Developer as the holder of certain Community Renovation Fee credits related to the credit agreement referenced herein, hereby assigns, transfers and conveys to the undersigned Assignee a credit amount for certain property as indicated below:

Developer's Legal Name: **K. HOVNANIAN AT JAEGER RANCH, LLC**Reference Credit/Reimbursement Agreement: **"Impact Fee Credit Agreement for Construction of Public Offsite Trail Improvements, Contract No. 2024-53"**

Reference Contract No. 2024-53

Transfer No. 2024-53-1

Assignee's Legal Name: _____

Assignee's Name of Subdivision or Development Project: _____

Number of lots assigned credits (Attach a list of lots and copy of final map): _____ lots

Final Map Name: _____

Final Map Lot #: (Insert your new lots here)

Total Credit Allocation before fee credit transfer: _____

Total dollar amount of fee credit transfer: _____

Credit Allocation remaining after transfer: _____

=====

=

For Public Works Department Use Only:

Lot # _____	Case # _____	Lot # _____	Case # _____
Lot # _____	Case # _____	Lot # _____	Case # _____
Lot # _____	Case # _____	Lot # _____	Case # _____
Lot # _____	Case # _____	Lot # _____	Case # _____
Lot # _____	Case # _____	Lot # _____	Case # _____

DEVELOPER

By: _____
 Name: _____
 Title: _____
 Date: _____
 Phone: _____
 E-mail: _____

CITY Concurrence

By: _____
 Name: _____
 Title: _____
 Date: _____

HOME BUILDER

Phone: _____
 E-mail: _____

Please Submit **THE ORIGINAL ONLY** to the City of Rancho Cordova, Department of Public Works

MEMORANDUM



ITEM 17.9.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Rob Nunley, Information Technology Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-64 WITH PROUD AUDIO VISUAL FOR AUDIO VISUAL SYSTEM UPGRADES TO THE AMERICAN RIVER NORTH AND SOUTH CONFERENCE ROOMS FOR AN AMOUNT NOT TO EXCEED \$116,598**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a contract with Proud Audio Visual for Audio Visual (AV) upgrades to the American River North and South conference rooms.

BACKGROUND

The American River Rooms at City Hall are heavily utilized for both public and private events and have seen an increase in usage in recent years. The American River conference rooms are utilized frequently to hold city workshops and special council meetings, which are often streamed for remote public viewing. To keep pace with the increased demand and modern technology expectations, it is necessary for the technology in these rooms to be updated to maintain reliability and enable greater audio and video capability and access for meetings.

The audiovisual improvements planned for the American River rooms include upgrading and relocating the AV equipment from the Council Chambers to the storage closet in American River South, adding another camera that faces the front of the room, relocating the mounted projector, and adding streaming capability from the room directly to the City's website. The City has selected Proud Audio Visual to complete these upgrades due to their familiarity with the City's existing audiovisual configuration. Staff have submitted an application for these improvements to be paid with the City's Fiscal Year 2024-25 Public Educational Governmental (PEG) funding allocation. That said, in order to expedite these improvements, the City will provide the initial funding from the Facilities Fund with the expectation that these expenses are fully reimbursed next Fiscal Year.

FISCAL IMPACT AND FUNDING SOURCE

This contract would initially be funded through the Facilities Fund and there is currently budget authority for these expenses. It is anticipated that these expenses will be fully reimbursed through the City's Fiscal Year 2024-25 PEG funding allocation.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PROUD AUDIO VISUAL FOR AUDIO VISUAL SYSTEM UPGRADES TO THE AMERICAN RIVER NORTH AND SOUTH CONFERENCE ROOMS IN AN AMOUNT NOT TO EXCEED \$116,598

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2024-64 with Proud Audio Visual in an amount not to exceed \$116,598 for the American River North and South conference rooms; and

WHEREAS, upgrades will be performed to modernize the technology and ensure remote public access to City Council workshops held in these conference rooms; and

WHEREAS, it is necessary for the technology in these rooms to be updated to maintain reliability and enable greater audio and video capability and access for meetings; and

WHEREAS, the City has selected Proud Audio Visual to complete these upgrades due to their familiarity with the City's existing audiovisual configuration.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute a contract with Proud Audio Visual for audiovisual system upgrades to the American River North and South conference rooms in an amount not to exceed \$116,598 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of May 2024 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 17.10.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Finance Manager
SUBJECT: **A RESOLUTION APPROVING THE ANNEXATION OF THE PRESERVE INTO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES)**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

In April 2024, the property owners signed a unanimous approval of the annexation to Community Facilities District No. 2013-2. Adoption of the Resolution would approve Annexation Map No. 13 for The Preserve project into Community Facilities District No. 2013-2 (Police Services) (hereinafter "CFD No. 2013-2"), and direct the City Clerk to execute and record the Boundary Map and Notice of Special Tax Lien for the project.

BACKGROUND

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

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

FISCAL IMPACT AND FUNDING SOURCE

The project included in this action was conditioned to annex to provide funding for police services. This condition will be met with the annexation of the project into CFD No. 2013-2.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Boundary Map
3. Exhibit B to the Resolution - Notice Special Tax Lien

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE BOUNDARY MAP FOR THE PRESERVE ANNEXATION INTO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES)

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

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

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

WHEREAS, in April 2024, the property owner executed a unanimous approval form which irrevocably consents to and votes in favor of the annexation of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District; and

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

WHEREAS, City staff has caused to be prepared Annexation Map No. 13 for the property known as the Preserve project, Exhibit A attached hereto, for the annexation of the property to CFD No. 2013-2 (Police Services).

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

1. The Council finds and determines the above recitals are true and correct.
2. Council approves Annexation Map No. 13 and finds and determines that the territory shown in the Annexation Map is hereby added to and made a part of the District with full legal effect.
3. The City Clerk is directed to execute and record Annexation Map No. 13 in the office of the County Recorder of Sacramento County not later than 15 days after the adoption of this resolution.

4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence as outlined in the rate and method of apportionment of said tax and shall be as set forth in the Resolution of Formation of the District.
5. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in Exhibit B attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 13.
6. The City Council finds and determines that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

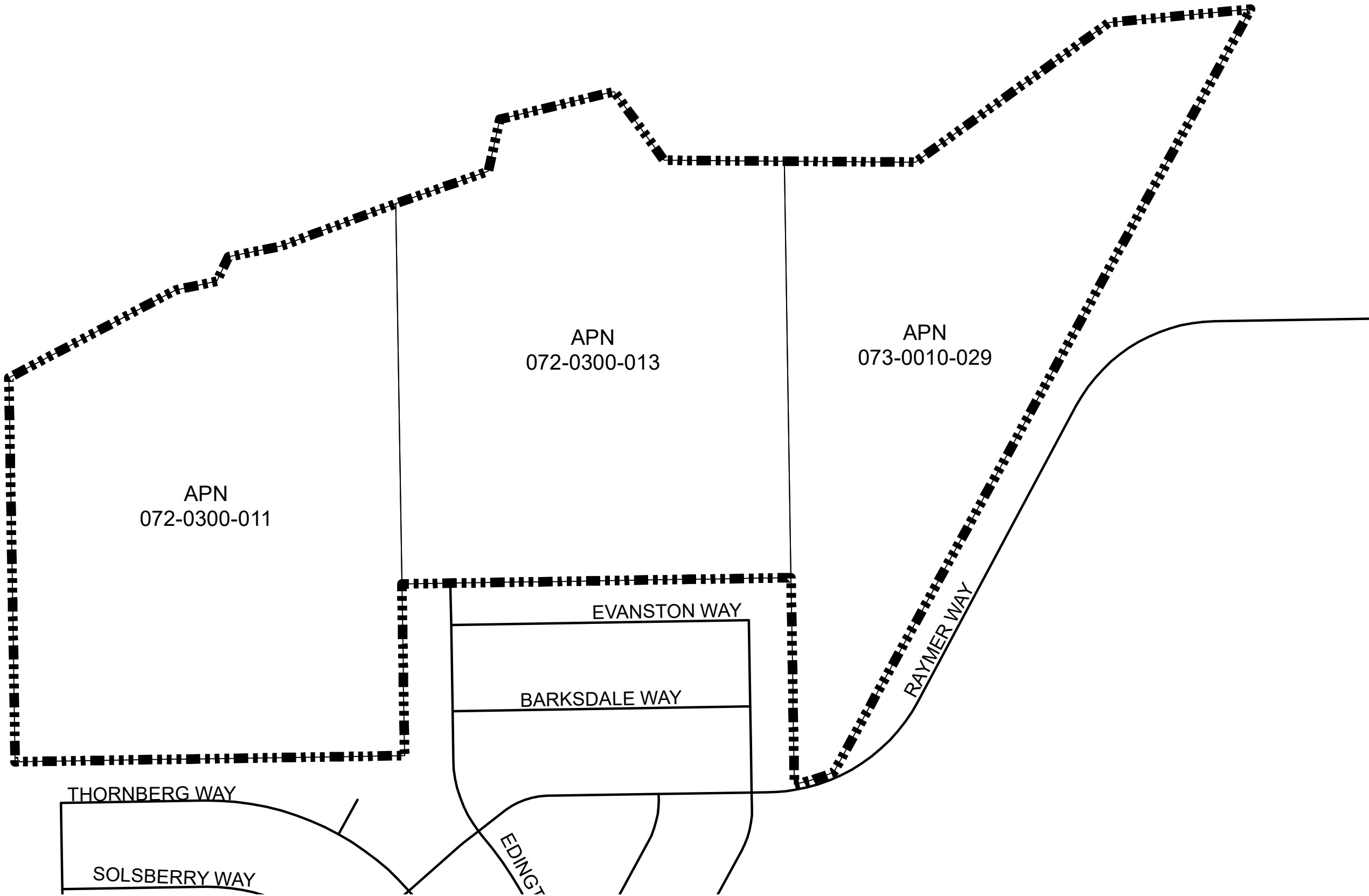
ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

PROPOSED BOUNDARY OF
ANNEXATION 13
THE PRESERVE TO
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-2
(POLICE SERVICES)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF _____ 2024.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 13 TO COMMUNITY FACILITIES DISTRICT NO. 2013-2, (POLICE SERVICES), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____ 2024. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

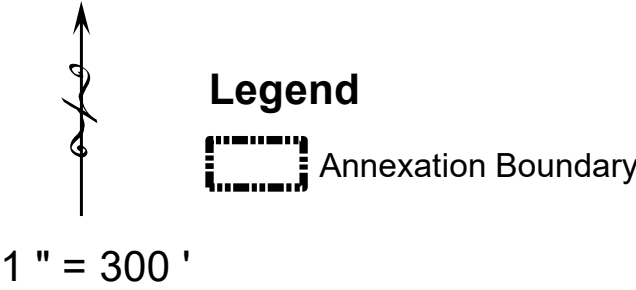
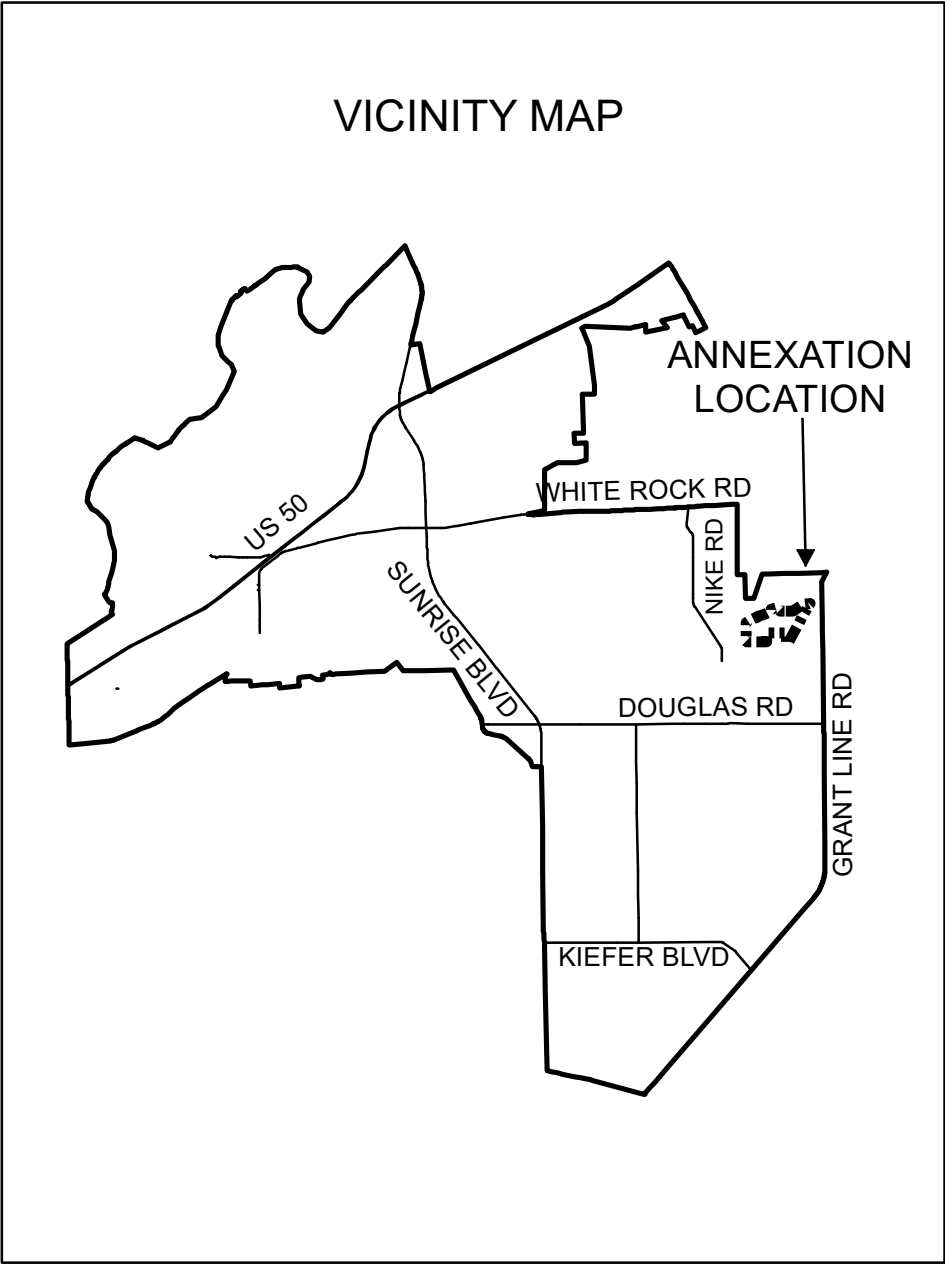
FILED THIS ____ DAY OF _____ 2024. AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____

REFERENCE THE SACRAMENTO COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS



HARRIS & ASSOCIATES
101 PROGRESS, SUITE 250
IRVINE, CALIFORNIA 92618
800-827-4901

PROPOSED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2013-2
Annexation 13 (Police Services)
County of Sacramento, California

Sheet 1 of 1

ITEM 17.10.

**ATTACHMENT 3
Exhibit B to the Resolution**

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

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

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

**AMENDMENT NO. 13 TO
NOTICE OF SPECIAL TAX LIEN
RELATIVE TO THE
CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)**

CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)Annexation No. 13

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

This Amendment No. 13 to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of the CFD. The territory and future annexation area included in the original CFD is set forth in the map of the CFD heretofore recorded in the Sacramento County Recorder's Office at Book 114 of Maps of Assessment and Community Facilities Districts at Page 18 as Document No. 20130102PG1208, (the "Original Boundary Map") to which map reference is hereby made. The territory to be added from the future annexation area is that certain real property identified in the map of the Annexed Territory recorded in the Sacramento County Recorder's Office at Book ___, at Page ___ as Document No. _____, which map together with the Original Boundary Map are now the final boundary maps of the CFD including the Annexed Territory.

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

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 13 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto, and by such reference hereby made a part hereof. The levy is hereby imposed on the property described herein.

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

Dated: As of _____, 2024

By: _____
Stacy Leitner, City Clerk
City of Rancho Cordova

EXHIBIT A

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

Annexation No. 13

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND

Assessor's
Parcel No(s).

Name(s) of Property Owners

072-0300-011	FAMILY REAL PROPERTY LIMITED PARTNERSHIP
072-0300-013	FAMILY REAL PROPERTY LIMITED PARTNERSHIP
073-0010-029	LENNAR HOMES OF CALIFORNIA, LLC

MEMORANDUM



ITEM 18.1.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **AN ORDINANCE AMENDING TITLE 23, CHAPTER 23.113 ZONING CERTIFICATION, CHAPTER 23.313 MIXED-USE ZONING DISTRICT, CHAPTER 23.731 FENCES, WALLS, AND SCREENING, CHAPTER 23.1104 DEFINITIONS AND THE FOLSOM BOULEVARD SPECIFIC PLAN (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. Adoption of the Ordinance would Amend Chapter 23.113 Zoning Certification, Chapter 23.313 Mixed-Use Zoning District, Chapter 23.731 Fences, Walls, and Screening, Chapter 23.1104 Definitions and the Folsom Boulevard Specific Plan.

BACKGROUND

Periodically, amendments to the Municipal Code are necessary to address ambiguities, provide clarification, to be consistent with customary practice or comply with changes in State law. In the past, various Titles of the Code and Specific Plan documents have routinely been amended for these assorted reasons, as well as to include new development standards to address new uses. Staff did not believe these minor changes warranted a discussion with the City Council prior to scheduling the amendments for a public hearing.

At their regular meeting on March 27, 2024, the Planning Commission heard the items in a duly noticed public hearing and adopted a Resolution recommending that the City Council adopt the Ordinance amending Title 23.

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 strike-throughs. Only those chapters and/or sections with proposed changes are included in the attached documents as excerpts from the Rancho Cordova Municipal Code and the Folsom Boulevard Specific Plan. 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 23.113 Zoning Certification

The proposed amendment would clarify the Zoning Certification process to be consistent with current practice. Currently, Zoning Certification applications are submitted and reviewed at staff-level.

Chapter 23.313 Mixed-Use Zoning Districts

The proposed amendment would require a Conditional Use Permit (CUP) for outdoor storage yards in the Office Industrial Mixed Use (OIMU) zoning district, which is a predominantly office mixed-use zone. Currently, outdoor storage yards are permitted in the OIMU zoning district as a matter of right with specific screening requirements. Areas designated OIMU are often existing office and business park properties where outdoor storage yards may not be consistent with surrounding uses and building forms.

Chapter 23.731 Fences, Walls, and Screening

The proposed amendment would clarify transparent screening materials. Footnote 1 of Table 23.731-1 describes transparency requirements for fences that are higher than 7 feet and lists “lattice” as an example of a transparent fence material. The proposed amendment would delete the word “lattice” to indicate that other types of transparent fence material are allowed.

Chapter 23.1104 General Definitions

The proposed amendment would revise the definition of “earth tones” to a more updated definition that is more inclusive of available color variations.

FOLSOM BOULEVARD SPECIFIC PLAN

Chapter 3 Project Review

The existing Folsom Boulevard Specific Plan identifies the City Council as the decision-making body for projects within the plan area. The proposed amendment will delete references to “City Council” and replace it with “Planning Commission,” where appropriate and applicable.

Chapter 8 Glossary

The proposed amendment will revise the definition of “personal services” in the Folsom Boulevard Specific Plan to be consistent with the definition in the Zoning Code.

ENVIRONMENTAL ANALYSIS

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-2024

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING TITLE 23, CHAPTER 23.113 ZONING
CERTIFICATION, CHAPTER 23.313 MIXED-USE ZONING DISTRICTS, CHAPTER 23.731
FENCES, WALLS, AND SCREENING, CHAPTER 23.1104 GENERAL DEFINITIONS, AND
FOLSOM BOULEVARD SPECIFIC PLAN CHAPTER 3 PROJECT REVIEW
AND CHAPTER 8 GLOSSARY**

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 23.113 Zoning Certification of the Municipal Code, sets forth the procedures for Zoning Certification:

- A. The Ordinance would revise section 23.113.010 to clarify that Zoning Certification is not an “over-the-counter” procedure.

WHEREAS, Chapter 23.313 Mixed-Use Zoning District of the Municipal Code, establishes mixed-use zoning districts in the City:

- B. The Ordinance would require a Conditional Use Permit (CUP) for outdoor storage yards in the OIMU zoning district, which is a predominantly office mixed-use zone.

WHEREAS, Chapter 23.731 Fences, Walls, and Screening of the Municipal Code, regulates the height and location of fences, walls, and screening:

- A. The Ordinance would delete the word “lattice” in footnote 1 of Table 23.731-1 to indicate that other types of transparent fence material is allowed.

WHEREAS, Chapter 23.1104 General Definitions of the Municipal Code provides all definitions used throughout the Zoning Code:

- A. The Ordinance would revise the definition of “earth tones” to a more updated definition that is more inclusive of available color variations.

WHEREAS, the Folsom Boulevard Specific Plan provides the goals, policies, development standards, and design guidelines of future development in the Folsom Boulevard Specific Plan area:

- A. The Ordinance would revise Chapter 3 Project Review to delete references to “City Council” as the decision-making body and replace it with “Planning Commission,” where appropriate and applicable.
- B. The Ordinance would revise Chapter 8 Glossary to change the definition of “personal services” in the Folsom Boulevard Specific Plan to be consistent with the definition in the Zoning Code.

WHEREAS, on May 6, 2024, 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, “[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 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 and Folsom Boulevard Specific Plan Amendments (“Amendments”) 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. Amendments to the Folsom Boulevard Specific Plan

The City Council hereby adopts the amendments to the Folsom Boulevard Specific Plan, as shown and incorporated in Exhibit A to this Ordinance.

Section 5. 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 6. 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.

ITEM 18.1.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

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 23.113 ZONING CERTIFICATION

23.113.010 Purpose.

Zoning certification is an administrative procedure to certify that a proposed structure or land use is allowed in the applicable zoning district and that the project complies with all applicable requirements of the zoning code. This includes building permit plan check, business license review, home occupations, sign permits, and similar activities that require a compliance check with regard to zoning code provisions. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.5.010)].

CHAPTER 23.313 MIXED-USE ZONING DISTRICTS

23.313.030 Allowed land uses and permit requirements.

Table 23.313-1 identifies allowed uses and corresponding permit requirements for the mixed-use districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title.

Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

Use regulations in the table are shown with a representative symbol by use classification listing: “P” symbolizes uses allowed by right, “AUP” symbolizes uses that require approval of an administrative use permit, “C” symbolizes uses that require approval of a conditional use permit, and “N” symbolizes uses that are not permitted.

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Residential Uses									
Adult Day Care Home	P	N	N	N	N	N	N	N	
Caretaker Housing	P	P	P	P	P	P	P	P	RCMC 23.901.020
Dwelling, Multifamily	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Accessory Unit	P	N	N	N	N	N	N	N	RCMC 23.901.060
Dwelling, Single-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Two-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Emergency Shelter	C	C	C	C	N	N	N	N	
Family Day Care Home, Small	P	N	N	N	N	N	N	N	
Family Day Care Home, Large ¹⁷	P	N	N	N	N	N	N	N	RCMC 23.901.080

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Group Residential	AUP	N	N	N	N	N	N	N	
Home Occupations	P	P	P	N	N	P	P	P	RCMC 23.901.030
Live-Work Facility	P ¹	P ¹	P ¹	N	N	P ¹	P ¹	P ¹	RCMC 23.901.040
Residential Care Home, Small	P	N	N	N	N	N	N	N	
Residential Care Home, Large ¹⁸	AUP	N	N	N	N	N	N	N	RCMC 23.901.090
Transitional Housing	P	N	N	N	N	N	N	N	
Low-Barrier Navigation Center	P	N	N	N	N	N	N	N	
Agriculture, Resource, and Open Space Uses									
Beekeeping	N	N	N	N	N	N	N	N	Chapter 8.12 RCMC
Recreation, Education, and Public Assembly Uses									
Clubs, Lodges, and Private Meeting Halls	P	P	P	P	AUP	P	P	P	
Community Centers/Civic Uses	P	P	P	P	AUP	P	P	P	
Indoor Amusement/Entertainment Facility ^{32, 33}	AUP	P	P	P	AUP	AUP	P	P	
Indoor Fitness and Sports Facility ^{32, 33}	AUP	P	P	P	AUP	AUP	P	P	
Libraries and Museums	P	P	P	P	P	P	P	P	
Outdoor Commercial Recreation ^{32, 33}	N	C	N	N	P	C	C	C	
Parks and Public Plazas	P	P	P	P	C	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	
Religious Institutions	P	P	P	P	P	P	P	P	
Schools, Private and Special/Studios ³¹	P	P	P	P	C	P	P	P	
Schools, Public ³¹	P	P	P	P	P	P	P	P	
Theaters and Auditoriums ^{32, 33}	C	P	P	P	N	AUP	P	P	
Urban Agriculture									
Aquaculture	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	RCMC 23.904.030
Community Garden, Public	C	C	C	C	C	C	C	C	RCMC 23.904.030
Community Garden, Private	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	RCMC 23.904.030
Market Garden	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	RCMC 23.904.030
Private Garden	P	P	P	P	P	P	P	P	RCMC 23.904.030

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Urban Ag Stand	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	RCMC 23.904.030
Utility, Transportation, and Communication Use Listings									
Broadcasting and Recording Studios	N	P	P	P	P	N	N	N	
Bus and Transit Shelters	P	P	P	P	P	P	P	P	
Freight Yard/Truck Terminal	N	N	N	C	C	N	N	N	
Fuel Storage and Distribution	N	N	N	N	C	N	N	N	
Heliports	N	AUP	AUP	AUP	AUP	N	N	N	
Park and Ride Facility	C	P	P	P	P	C	C	P	
Parking Facility	AUP	P	P	P	P	AUP	P	P	
Telecommunication Facility	C	AUP/ C ²¹	AUP/ C ²¹	AUP/ C ²¹	AUP/ C ²¹	AUP/ C ²¹	AUP/ C ²¹	AUP/ C ²¹	RCMC 23.907.020
Transit Facilities	N	N	N	C	P	N	N	N	
Transit Stations and Terminals	C	P	P	P	P	P	P	P	
Utility Facility and Infrastructure	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	RCMC 23.907.030
Retail, Service, and Office Uses²²									
Adult Day Care Facility	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Alcoholic Beverage Sales, Off-Site ¹⁶	N	C	C ²	C ²	C ²	C	C	C	
Ambulance Service	N	AUP	AUP	P	P	N	N	N	
Animal Sales and Grooming	AUP	P	N	N	N	P	P	P	
Art, Antique, Collectible	P ²	P	P ²	P ²	N	P	P	P	
Artisan Shops	AUP	P	P ²	P ²	P ²	P	P	P	
Bail Bonds	N	C	N	N	N	N	N	N	
Banks and Financial Services	P ²	P	P	P	P	P	P	P	
Bars and Nightclubs ²³	C ³	C ³	C ^{2, 3}	C ^{2, 3}	C ^{2, 3}	C ³	C ³	C ³	
Bed and Breakfast Inns	P	P	N	N	N	N	N	N	
Brew Pub ²³	N	P	P ²	P ²	P ²	P	P	P	
Building Materials Stores and Yards	N	P ⁴	N	C ⁴	N	N	C ⁴	C ⁴	
Business Support Services	AUP ^{2, 4, 5}	P	P	P	AUP	P ⁵	P	P	
Call Centers	N	N	P	P	AUP	N	N	N	
Commercial Marijuana Uses	N	N	N	N	N	N	N	N	
Child Day Care Facility	P	AUP	AUP ²	AUP ²	AUP ²	P	C	C	

ITEM 18.1.

ATTACHMENT 2 Exhibit A to the Ordinance

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Consignment Store	N	P	N	N	N	N	AUP	N	
Convenience Stores	AUP ^{2, 26}	AUP ²⁶	AUP ^{2, 26}	AUP ^{2, 26}	AUP ^{2, 26}	AUP ²⁶	AUP ²⁶	AUP ²⁶	RCMC 23.910.020
Drive-In and Drive-Through Sales and Service	N	C ^{20, 21}	N	N	C ^{6, 20, 21}	C ^{20, 21}	C ^{20, 21}	C ^{20, 21}	RCMC 23.910.030
Equipment Sales and Rental	N	N	N	P	P	N	N	N	
Furniture, Furnishings, and Appliance Stores	N	P	N	N	N	N	C	P	
Garden Center/ Plant Nursery	N	P	N	AUP	N	N	C	C	
Grocery Stores/Supermarkets	AUP ²	P	P ²	AUP ²	N	AUP ⁸	P	P	
Home Improvement Supplies	N	P ⁹	N	P	P	N	P ⁹	P ⁹	
Hotels and Motels ^{32, 33}	C ²	P	P	C	N	C	P	P	
Hotels and Motels, Extended Stay ^{32, 33}	C ²	C	C	C	N	C	C	C	
Kennels, Commercial	C ^{2, 4}	N	N	N	AUP ⁴	N	N	N	
Maintenance and Repair, Small Equipment	N	P	N	P	P	AUP	P	P	
Medical Services, General	AUP ²	P	P	P	P	P	P	P	
Medical Services, Extended Care	P	C	C	C	N	N	N	N	
Medical Services, Hospitals	N	P	P	P	P	P	P	P	
Mortuaries and Funeral Homes ¹⁵	N	P	N	N	P ¹⁵	N	N	N	
Neighborhood Market	P ²	P	P ²	AUP ²	N	P	P	P	
Offices, Business and Professional	P ²	P ²	P	P	N	P ²	P ²	P ²	
Offices, Accessory	P	P	P	P	P	P	P	P	
Personal Services	P ^{2, 5}	P	P ²	P ²	P ²	P	P	P	
Residential Care Facility	AUP	C	C	N	N	N	N	N	
Restaurants	P ²	P	P ²	P ²	P ²	P	P	P	
Retail, Accessory	P ²	P	P ⁶	P ⁶	P ⁶	P	P	P	
Retail, General	P ^{2, 11}	P	N	N	N	P	P	P	
Retail, Warehouse Club	N	P	N	N	N	N	C	P	
Smokers' Lounge, Hookah Bar, E-Cigarette Lounge, and Vapor Lounge	N	N	N	N	N	N	N	N	RCMC 23.919.100
Tasting Room, Off-Site ²³	N	P	P ²	P ²	P ²	P	P	P	
Veterinary Facility	AUP ²	P	N	AUP	AUP	AUP	P	P	
Automobile and Vehicle Uses									
Auto and Vehicle Sales and Rental	N	P ¹⁹	N	N	P ¹⁹	N	N	N	RCMC 23.913.040

ITEM 18.1.

ATTACHMENT 2 Exhibit A to the Ordinance

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Auto and Vehicle Sales, Wholesale	N	N	N	C	P	N	N	N	
Auto and Vehicle Storage	N	N	N	C ¹²	p ¹²	N	N	N	
Auto Parts Sales	N	p ^{11, 12}	N	N	p ^{11, 12}	N	N	N	
Car Washing	N	C	C	C	C	N	C	C	RCMC 23.913.050
Detailing/Waterless Car Wash	N	AUP	AUP	AUP	N	N	N	N	
Service Stations	N	AUP	C	C	P	N	C	C	
Vehicle Services, Major	N	N	N	C ¹²	p ¹²	N	N	N	
Vehicle Services, Minor	N	AUP ^{12, 13}	N	AUP ¹²	p ¹²	N	N	N	
Industrial, Manufacturing, and Processing Uses									
Agricultural Products Processing	N	N	N	N	C	N	N	N	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	P	P	P	P	
Brewery, Winery, Distillery	N	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	
Manufacturing, Major	N	N	N	N	C ¹⁴	N	N	N	
Manufacturing, Minor	N	N	N	P	P	N	N	N	
Manufacturing, Small Scale	N	P	P	P	P	P	N	N	
Printing and Publishing	N	C	C	P	P	N	N	N	
Recycling Facility, Processing	N	N	N	N	C	N	N	N	
Recycling Facility, Scrap and Dismantling Facility	N	N	N	N	C	N	N	N	
Research and Development	N	N	P	P	P	N	N	N	
Storage, Personal Storage Facility	N	N	N	C ²⁷	p ²⁷	N	N	N	Chapter 23.915 RCMC
Storage, Warehouse	N	N	N	P	P	N	N	N	
Storage, Yards	N	N	N	C ³⁴	p ¹⁴	N	N	N	Chapter 23.728 RCMC
Wholesaling and Distribution	N	N	N	p ¹⁴	p ¹⁴	N	N	N	
Special Regulated Uses									
Bingo Parlors	N	p ³⁰	p ³⁰	p ³⁰	N	N	N	N	Chapter 4.26 RCMC
Card Rooms	N	P	C	C	C	N	N	N	RCMC 23.919.020
Check Cashing Businesses	N	P	N	N	N	N	N	N	RCMC 23.919.030
Massage Parlors, Massage Establishments	N	p ²⁸	N	N	N	N	N	N	Chapter 4.33 RCMC
Pawnshops	N	P	N	N	N	N	N	N	RCMC 23.919.040
Recycling Facility, Collection	N	C	C	C	P	C	C	C	RCMC

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Facility									23.919.050
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060
Smoke Shops	N	P	N	N	C	N	N	N	RCMC 23.919.070
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	AUP	AUP	N	N	N	RCMC 23.919.090

Notes:

1. See the density restrictions in the underlying zoning district.
 2. This use is permitted or permitted with a use permit as specified only in conjunction with the predominant use of the mixed-use district. In other words, this use is only allowed as part of an integrated development and not as a standalone use. Other uses in the table are allowed as standalone uses.
 3. All forms of speaker amplification exterior to the building shall be prohibited unless authorized in combination with project approval or amendment thereto.
 4. All activities shall occur within a completely enclosed building or shall be located behind a solid/screened enclosure directly adjacent to the building.
 5. Maximum gross floor area is less than 5,000 square feet.
 6. Limited to a maximum of 25 percent of the gross floor area of the integrated development.
 7. Maximum tenant space shall be 25,000 square feet.
 8. Maximum tenant space shall be 50,000 square feet.
 9. Uses 25,000 square feet and over require a conditional use permit.
 10. Limited to less than 50 percent of the gross floor area of the integrated development.
 11. Maximum tenant space shall be 15,000 square feet.
 12. All activity and storage must be located within an enclosed structure.
 13. No portion of the use shall be located within 500 feet of an intersection.
 14. All activity must be entirely screened from public view and not within 500 feet of a residential use. The 500-foot separation from residential uses may be waived if the storage yard adheres to the standards in RCMC 23.728.030(C)(1).
 15. A crematory is prohibited in all zones with the exception of LIBP, where it is permitted in association with a mortuary or funeral home.
 16. Only establishments that sell alcoholic beverages for off-site consumption require a conditional use permit.
 17. See additional provisions in RCMC 23.901.080, Family day care (large).
 18. See additional provisions in RCMC 23.901.090, Residential care home (large).
 19. This use is not permitted if incidental to and not a primary part of the operation of the primary use. Rentals that are an integral part of a primary use are subject to the additional provisions of RCMC 23.913.040.
 20. Drive-throughs that are added to existing buildings may be processed with an AUP.
 21. Conditional use permit required if any portion of proposed facility is within 500 feet of a residential zoning district or existing residential use.
 22. All commercial activity, display and storage shall occur within a building or within a screen enclosure. A temporary use permit, administrative use permit, or conditional use permit may be obtained to deviate from this requirement.
 23. Uses which serve alcohol for on-site consumption and which have an "on-sale" license from the California Department of Alcoholic Beverage Control must be located at least 250 feet from any adult live theater at which live nude dancing is performed and which is subject to Section 143.3 of the California Code of Regulations.
 24. Private community gardens and market gardens are allowed in the city's mixed-use districts up to a maximum three acres in size and pursuant to applicable regulations in RCMC 23.904.030. Approval of an administrative use permit is required for said uses greater than three acres in size.
 25. On-site urban agriculture stands are allowed up to 120 square feet, on the site of an urban agricultural use consistent with applicable regulations in RCMC 23.904.030.
 26. See RCMC 23.910.020 (Convenience stores).
 27. See Chapter 23.915 RCMC (Storage, Personal Storage Facility Development Standards).
 28. Massage parlors and massage establishments must be located at least 1,000 feet from other massage parlors and massage establishments, as measured from the entrance of each establishment. This shall not apply to any home occupation massage business that is in full compliance with home occupation requirements in Chapter 23.901 RCMC.
 29. Over 20,000 square feet requires an administrative use permit.
 30. Bingo games and parlors are regulated by Chapter 4.26 RCMC. The city has a limit of no more than two bingo parlors in the city limits at any given time.
 31. Dormitories on any parcel that is part of a contiguous campus are permitted as an accessory use to a public or private school.
 32. On-site consumption of food is considered a permitted use if the related primary use is a permitted use.
 33. On-site consumption of alcohol, as an accessory use to a permitted use, requires approval of an administrative use permit.
 34. All storage yards proposed in the OIMU zoning district require a Conditional Use Permit and not subject to RCMC 23.728.020 (Permit requirements and exemptions).
- [Ord. 12-2022 § 3 (Exh. A), 2022; Ord. 1-2022 § 3 (Exh. A); Ord. 11-2021 § 3 (Exh. A); Ord. 1-2021 § 3 (Exh. A); Ord. 1-2020 § 3 (Exh. A); Ord. 5-2019 § 3 (Exh. A); Ord. 3-2019 § 5 (Exh. A); Ord. 17-2018 § 4 (Exh. A); Ord. 15-2018 § 4 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 1-2016 § 4; Ord. 15-2015 §§ 2, 3; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

CHAPTER 23.731 FENCES, WALLS, AND SCREENING**23.731.050 Fence location.**

A. Fences, walls, and screening are not required between land uses unless otherwise specified in this chapter.

B. Fences, walls, and screening must be located outside of any public utility easement, except as authorized by the applicable utility agency.

Table 23.731-1: Maximum Height of Fences, Walls, and Screening in Required Yard Area

Location of Fence/Wall/Screen	Maximum Height
Required front yard area	3 feet ²
Required rear and interior side yard area (along rear and interior property lines)	7 feet ¹
Required street side yard area	7 feet ^{1, 3}
At intersections of streets, alleys, and driveways within the clear visibility area (definition in Chapter 23.1104 RCMC (General Definitions))	30 inches

Notes:

1. Maximum height for fences may be increased by designated approval authority as part of design review; provided, that the portion of the fence above seven feet is at least 50 percent transparent.

2. The height of the front yard fence may be increased to five feet when the fence is located a minimum setback of three feet from the property line and remains visually open and transparent (e.g., picket fence, open wood slats, open wrought iron). Fences that are three feet or less may be located at the property line.

3. For fences over three feet in height, the minimum setback of three feet from the property line is required. Fences that are three feet or less may be located at the property line.

[Ord. 5-2019 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B)].

CHAPTER 23.1104 GENERAL DEFINITIONS**23.1104.020 General definitions.**

“Earthtones” means muted shades of gray and muted shades and medium to dark tones of the following colors: burnt umber, raw umber, raw sienna, burnt sienna, red, English red, yellow ochre, chrome green and terra vert.”



PROJECT REVIEW

A. Plan Administration

The City's designated planning agencies (Planning Department staff and Planning Commission) will have primary responsibility for ensuring implementation of the Folsom Boulevard Specific Plan. As with all development in the city, any entitlement process requires review to ensure consistency with the land use plan and zoning for the area. All properties within the FBSP area are subject to the land use and development standards in this document. This chapter establishes the requirements for review of projects within the FBSP area and the procedures for completing project reviews. The City is committed both to the long-term enhancement of the character and quality of development on the boulevard and to the near-term attraction of private investment to the corridor. Recognizing that many near-term development opportunities will involve small-scale projects, the City has established project review procedures that address three tiers of development—Exempt, Minor, and Major Projects—as described herein.

ITEM 18.1.

Chapter 3

Project Review

B. Development Review

New development and redevelopment (reuse and building modification) within the plan area is generally subject to City approval. Approvals may include, but are not limited to, lot mergers and maps, Temporary Use Permits, Conditional Use Permits, and Design Review (minor and major). Individual project applications will be reviewed to determine consistency with the FBSP and other associated regulatory documents. Unless otherwise noted in this Plan, project reviews within the Plan area shall be conducted consistent with the procedures and requirements established in the City of Rancho Cordova Zoning Code. While review procedures in the plan area are typically dictated by the Zoning Code, the allowed uses and the development standards applicable in the plan area are set forth within this FBSP.

C. Project Type and Review Process

Generally, three categories of project types require subsequent review by the City for property located within the plan area, as follows:

- **Lot Changes.** This category of project includes lot mergers, lot splits, parcel and subdivision maps, as well as integrated developments. City rules and processes for these types of projects are the same everywhere within the city limits and are outlined in various locations of the Municipal Code. In other words, no special provisions or processes apply within the FBSP.
- **Land Use Changes.** This category of project includes any change of use within an existing building or site, any new use in a new building or site, and temporary and transitional uses. The FBSP does include allowed use provisions for permanent, temporary, and transitional uses as outlined in Chapter 2 (Land Use Plan and Allowed Uses). This Plan also identifies permit requirements associated with allowed uses (Conditional Use Permit, Limited Use Permit, Administrative Use Permit, and Temporary Use Permit) and refers to the citywide permit process for review of any required use permits consistent with the provisions in this Plan.
- **Structural/Physical Changes.** This category of project includes any structural or physical change to an existing building, any new structure, and temporary structures. The FBSP includes development standards for structural or physical changes, which vary depending on the scale or magnitude of change as outlined in Chapter 4 (Development Standards). Generally, the City requires Design Review for structural/physical changes that are not otherwise exempt. The City defines two levels of Design Review: Minor Design Review is acted upon by the Planning Director and Major Design Review is acted upon by the Planning Commission. The process for Design Review entitlements is consistent with the citywide permit process outlined in the Zoning Code.

To simplify project type and review requirements for subsequent development within the plan area, this chapter of the FBSP defines projects as Exempt, Minor, or Major in subsection 1 below with reference to applicable provisions in subsequent chapters of the Plan. However, the City recognizes that not all projects match the City's regulations perfectly. In some cases, applicants will bring forward projects with demonstrated community benefits that are not consistent with some portion of the City's regulations. In these cases, the City may consider granting an Exception subject to the provisions of subsection D of this chapter. Finally, some uses that were established legally in the past may no longer be consistent with current City regulations. Such uses are referred to as legal non-conforming uses, and subsection E of this chapter explains how these uses are addressed by the City.

1. Exempt Projects, Minor Projects, and Major Projects

Prior to processing a development application, staff will consult with potential applicants to determine what level of review is required and the process for completing that review.

a) Exempt Projects

The following uses, structures, and improvements are considered exempt projects and are not generally subject to review under this FBSP. However, such uses and structures may still require additional permits, such as a City business license or building permit, to ensure compliance with adopted Building Code standards and Zoning Code provisions.

- 1) Uses in an existing structure that are permitted by right (P) as identified in Chapter 2 (Land Use Plan and Allowed Uses) of this Plan with little or no changes to the exterior, except in conformance with all other limitations below.
- 2) A single-family custom home on a lot that is consistent with existing zoning.
- 3) An addition to a single-family residential home that is consistent with existing zoning.
- 4) Additions to nonresidential structures less than 1,000 square feet in size.
- 5) Accessory structures consistent with provisions of Zoning Code Chapter 23.734 (Residential Accessory Structures).
- 6) Repairs, maintenance, and restoration of buildings, site improvements, or structures that do not substantially alter the appearance of the site or structures.
- 7) Painting, restoration to original condition, windows and window treatments, door installations, and minor façade improvements that involve less than 100 linear feet of building face.
- 8) Changes to site plan elements that are not specifically required by the citywide Zoning Code (e.g., decorative elements and landscaping that are not specifically required in the citywide landscape requirements).

ITEM 18.1.

Chapter 3

Project Review

- 9) Interior alterations that do not increase the gross floor area within the structure or change/expand the permitted use of the structure.
- 10) Second dwelling units subject to California Government Code Section 65583.1.
- 11) Construction, alteration, or maintenance by a public utility or public agency of underground or overhead utilities intended to service existing or nearby approved developments (e.g., water, gas, electric, or telecommunication supply or disposal systems, including wires, mains, drains, sewers, pipes, conduits, cables, fire-alarm boxes, police call boxes, traffic signals, hydrants, and similar facilities and equipment).

b) Minor Projects

The following uses, structures, and improvements are considered Minor Projects, are subject to review under this FBSP, and will require one or more permits or entitlements that are acted upon by the Planning Director consistent with this Plan.

- 1) Uses allowed subject to an Administrative Use Permit (AUP) or Limited Use Permit (LUP) as identified in FBSP Chapter 2 (Land Use Plan and Allowed Uses) which also conform to the other minor structural modifications below.
- 2) New construction of a nonresidential building or structure or expansion of an existing nonresidential structure that results in less than 5,000 square feet additional building area in all zoning districts unless exempt in Zoning Code Section 23.140.030 are subject to Minor Design Review.
- 3) Nonresidential façade renovations that involve less than 200 linear feet of façade frontage of an existing building, unless exempt in Zoning Code Section 23.140.030, are subject to Minor Design Review.
- 4) Significant changes to multi-family and all nonresidential site plans that impact required site plan elements (e.g., required parking, shade canopy, lighting, landscaping) are subject to Minor Design Review.
- 5) The exterior remodel of multi-family residential buildings or structures are subject to Minor Design Review.

c) Major Projects

The following uses, structures, and improvements are considered Major Projects, are subject to review under this FBSP, and will require one or more permits or entitlements that are acted upon by the Planning Commission consistent with this Plan.

- 1) Uses subject to a Conditional Use Permit (CUP) as identified in FBSP Chapter 2 (Land Use Plan and Allowed Uses).
- 2) Single-family residential subdivision maps are subject to the Major Design Review and Tentative Subdivision Map entitlement processes.

- 3) Master home plans for single-family residential subdivisions are subject to Major Design Review.
- 4) Multi-family residential development is subject to Major Design Review.
- 5) Commercial development equal to or greater than 5,000 square feet in building area (including new construction and expansion to existing structures) is subject to Major Design Review.
- 6) Office development equal to or greater than 5,000 square feet in building area (including new construction and expansion to existing structures) is subject to Major Design Review.
- 7) Industrial development equal to or greater than 5,000 square feet in building area (including new construction and expansion to existing structures) is subject to Major Design Review.
- 8) Public/quasi-public developments (e.g., public safety facilities, library, city facilities) equal to or greater than 5,000 square feet in building area (including new construction and expansion to existing structures) are subject to Major Design Review.
- 9) Exceptions to Development Standards.

2. Project Review Process and Timeline

As previously identified, the project review process for projects located within FBSP shall comply with the permit processing requirements in the Citywide Zoning Code. However, in order to provide some degree of certainty or predictability, the City has identified the following range of project review timelines for projects located within the plan area. These project review timelines commence with the determination of a complete application for the various entitlements listed below. The range of time takes into consideration varying degrees of project complexity.

Permit or Entitlement Type	Estimated Timeline to Decision/Action
Administrative Use Permit	4 to 6 weeks
Limited Use Permit	4 to 6 weeks
Conditional Use Permit	6 to 10 weeks
Minor Design Review	6 to 10 weeks
Major Design Review	8 to 12 weeks

D. Exceptions

The City Council supports the vision and development standards established in the Folsom Boulevard Specific Plan and encourages all developers to review and adhere to the strict application of these standards when designing future projects. The City Council also recognizes

ITEM 18.1.

Chapter 3

Project Review

the real-world challenges that the vision and development standards present in a depressed economy and as such, desires to provide additional flexibility for projects that will benefit the community in specific, identified ways. In conjunction with Major Design Review, project-level CEQA review, and any other required entitlements, an applicant may request that the Planning Commission approve an exception to allow a development project that does not strictly adhere to the Specific Plan or to other City development standards.

The Planning Commission may grant an Exception for any development standard in the FBSP if the use is permitted as outlined in this Plan and the project meets at least four of the following six conditions:

- 1) Will fulfill a compelling community need, as indicated by an existing City goal, General Plan policy, budget priority, or other Council-adopted policy document.
- 2) Will improve an existing blighted situation by removing 100 percent of the blight located on the subject property.
- 3) Will provide unmet services to a currently underserved community.
- 4) Will create at least 15 new permanent full-time jobs (or new jobs equivalent to at least 15 full-time equivalents) or a minimum of 1 job per 500 square feet.
- 5) Will generate annual sales tax contributions to the City in excess of \$25,000.
- 6) Investments in the property will increase the property tax revenue for the subject parcel(s) by at least 250 percent.

To the extent practical, development projects should comply with FBSP development standards. All projects remain subject to Design Review as established in Sections 23.140 and 23.141 of the Zoning Code. An Exception request must be included and will be reviewed in conjunction with the project's Design Review application. It is the applicant's responsibility to request relief from specific provisions of the FBSP development standards and provide justification for why standards cannot be met. It is also the applicant's responsibility to provide evidence of compliance with at least four of the conditions listed above to support the Exception request. The Planning Commission is the approving authority for all Exception requests.

Under no circumstance shall an Exception result in any of the following:

- Allow a land use not otherwise permitted or conditionally permitted in the zone
- Allow a detrimental environmental impact not adequately analyzed
- Waive payment of applicable impact fees
- Waive a specific prohibition
- Waive or modify a procedural requirement

The procedure for granting Exceptions allowed under this provision is provided in Section 23.110.150(D) of the City's Zoning Code. In granting the Exception, the Planning Commission shall make the following findings:

- 1) The proposed project qualifies for an Exception by meeting at least four of the six conditions required for granting of an Exception as defined above.
- 2) The Planning Commission has determined that the proposed project has adhered to the vision of the Folsom Boulevard Specific Plan to the fullest extent practicable.
- 3) The applicant has provided substantial evidence that the conditions for the Exception will be met following construction and operation of the project. Further, the applicant has agreed to conditions of approval guaranteeing these requirements will be met or exceeded throughout the life of the project.
- 4) Granting the Exception will not adversely affect the interests of the public or the interests of the residents and property owners in the vicinity of the premises in question, and shall not establish a precedent for other project requests.
- 5) Granting the Exception will not endanger the public health and safety.

E. Nonconforming Uses and Structures

The FBSP assumes changes in land use and development patterns from existing conditions over time. This section establishes special considerations and exceptions to the FBSP regulations for nonconforming land uses and structures that were legal uses or structures when first established. If the same uses or development patterns came forward today, they would be prohibited, regulated, or restricted differently under the terms of the FBSP. It is the intent of these regulations to allow the continuation of nonconforming uses and structures, with some limitations as described below.

1. Continuation, Re-Occupancy, and Maintenance of Nonconforming Uses and Structures

- a) A nonconforming use may continue to operate in perpetuity, be transferred, or be sold, provided that the use shall not be enlarged or intensified nor be expanded to occupy a greater area than it lawfully occupied before becoming nonconforming (except as provided in the Nonconforming Use Permit Procedures subsection below). Any use approved as of the date this chapter becomes effective may be carried out as approved. Any extension of such approval, for which the applicant was entitled to apply as of the effective date, may be granted according to the regulations in effect prior to the effective date; if granted, such extension will be considered the same as an approval granted before the effective date.
- b) A nonconforming structure may be maintained or improved as follows:

- **Maintenance and repair.** A nonconforming structure may be maintained and repaired.
- **Seismic retrofitting and Building Code compliance.** Repairs, alterations, or reconstruction to reinforce unreinforced masonry structures or to comply with Building Code requirements shall be allowed, provided that the work is exclusively to comply with applicable earthquake safety standards and the Building Code.
- **Structural alteration** of a nonconforming structure to improve safety or to reduce fire hazard.

2. Modification and Expansion of Nonconforming Uses and Structures

A nonconforming use or structure may be modified or expanded, subject to the provisions of the Nonconforming Use Permit Procedures subsection as follows:

- a) **Structural modification.** Addition, enlargement, extension, or relocation of a nonconforming structure may be allowed if the changes to the structure conform to applicable provisions of this Specific Plan. Such modifications may not expand the extent of the nonconforming aspect of the structure or result in any new nonconforming conditions for the subject property.
- b) **Expansion of use.** Expansion or **modification** of a nonconforming use may be allowed subject to the Nonconforming Use Permit Procedures subsection.
- c) **Exterior improvements** or expansion of structures may also require Design Review approval in keeping with the City's Zoning Code.

3. Destruction and Replacement of Nonconforming Uses and Structures

If a nonconforming structure, or a conforming structure occupied by a nonconforming use, is involuntarily damaged or destroyed, the structure may be repaired or rebuilt and reoccupied in the same manner in which it originally existed, if the restoration is started within one year of the date of the damage and is diligently pursued to completion.

4. Loss of Nonconforming Status

If a nonconforming use is discontinued for a continuous period of 18 months or more, rights to nonconforming status shall terminate. The Planning Director shall base determination of discontinuance on evidence including the removal of equipment, furniture, machinery, structures, or other components of the nonconforming use, disconnected or discontinued utilities, or no business records to document continued operation. Maintenance of a valid business license shall in and of itself not be considered a continuation of the use. Without further action by the City, any subsequent use of the site or structure shall comply with all of the

regulations of the applicable district and all other applicable provisions of this Specific Plan and relevant sections of the Zoning Code.

5. Extension of Nonconforming Use Status

A property owner may request of the Planning Director an additional 6 months' extension to the 18-month nonconforming use time period. Such a request must be supported by any of the following:

- a) Evidence of active marketing of the tenant space accompanied with regular maintenance of the property in a manner that supports such marketing efforts.
- b) A signed lease agreement and anticipated occupancy within the extension period.
- c) Issuance of a valid Building Permit for interior or exterior remodel and anticipated occupancy within the extension period.

6. Nonconforming Use Permit Procedures

- a) **Permit requirements.** A Nonconforming Use Permit is required for the expansion or modification of existing nonconforming structures or uses. The intent of this permit is to allow for individual review of requests to expand or modify a nonconforming use in a manner that ensures compatibility with surrounding areas and uses.
- b) **Approving authority.** The Planning Commission shall be the final decision-making body for all Nonconforming Use Permits.
- c) **Required findings.** A Nonconforming Use Permit shall be granted only when the designated approving authority determines that the proposed use or activity complies with all of the following findings.
 - i. The establishment, maintenance, or operation of the use expansion applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use or to the general welfare of the city.
 - ii. The benefit to the public health, safety, or welfare exceeds the detriment inherent in the expansion of nonconformity.
 - iii. The modified or expanded nonconforming structure or use would not be incompatible with reasonably foreseeable uses as allowed under the applicable zoning regulations.
 - iv. The modified or expanded nonconforming structure or use would be consistent with the General Plan.

- d) **Conditions/guarantees.** The designated approving authority may impose conditions and/or require guarantees for the Nonconforming Use Permit to ensure compliance with this section and other applicable provisions of the citywide Zoning Code and to prevent adverse or detrimental impact to surrounding neighborhoods.

ITEM 18.1.

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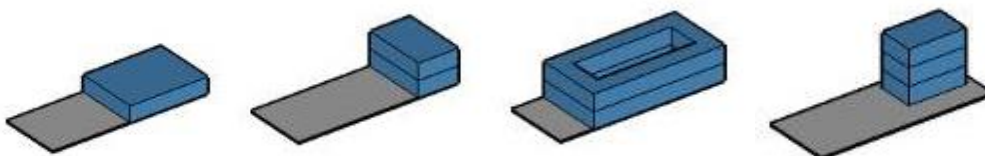


GLOSSARY

A. Terms

Floor area ratio (FAR) is defined as the gross floor area permitted on a site divided by the total gross area of the site. For example, on a site with 10,000 net square feet of land, a floor area ratio of 1.0 will allow a maximum of 10,000 gross square feet of building floor area (which may be distributed in one or more buildings and single or multiple stories). On the same site, a FAR of 1.5 would allow 15,000 square feet of floor area, a FAR of 2.0 would allow 20,000 square feet, and a FAR of 0.5 would allow only 5,000 square feet. The following illustration is provided to communicate this concept at a FAR of 0.5.

Figure 8-1. Example FAR at 0.5



B. Use Classifications

The permitted land uses districts are unique to this Specific Plan. Where there are conflicts with existing definitions in the City's Zoning Code, the use classifications of this Specific Plan will prevail. The listing of use classifications below is organized alphabetically.

Alcoholic Beverage Sales. The retail sale of beer, wine, and/or other alcoholic beverages for consumption off-premises. On-premises consumption is not included in this definition and is considered accessory to the primary use.

Artisan Shop. A retail store selling art glass, ceramics, jewelry, and other handcrafted items and supplies needed to create finished items, where the facility includes an area for the crafting of the items being sold.

Artisanal and Specialty Manufacture, Display and Sales. The manufacture, display and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other applicable state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL).

Art, Antique, Collectable. Retail sales uses including antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectable items including sports cards and comic books. Stores selling handcrafted items that are produced on the site are defined separately as "Artisan Shops."

Auto and Vehicle Retail Sales and Rental. Retail establishments selling and/or renting automobiles, trucks, and vans. This use listing includes the sales and rental of mobile homes, recreation vehicles, and boats. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. It does not include the sale of auto parts/accessories separate from a vehicle dealership (see "Auto Parts Sales"), bicycle and moped sales (see "Retail – General"), tire recapping establishments (see "Vehicle Services – Major"), businesses dealing exclusively in used parts, (see "Recycling Facility– Scrap and Dismantling"), or "Service Stations," which are separately defined.

Auto and Vehicle Sales, Wholesale. Wholesale establishments selling new and used vehicles and used vehicle parts.

Auto and Vehicle Storage. Facilities for the storage of operative and inoperative vehicles for limited periods of time. Includes but is not limited to storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses, and recreation vehicles. Does not include vehicle dismantling or retail sales.

Auto Parts Sales. Stores selling new and used automobile parts, tires, and accessories. May also include minor parts installation (see "Vehicle Services"). Does not include tire recapping establishments, which are found under "Vehicle Services – Major" or businesses dealing exclusively in used parts, which are included under "Recycling Facility – Scrap and Dismantling."

Banks and Financial Services. Financial institutions such as banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, and investment companies. Also includes automated teller machines (ATM) that are attached or stand-alone.

Bars and Nightclubs. Any bar, cocktail lounge, discotheque, or similar establishment, which may also provide live entertainment (e.g., music and/or dancing, comedy) in conjunction with alcoholic beverage sales. These facilities do not include bars that are part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Bars and nightclubs may include outdoor food and beverage areas.

Bed and Breakfast. A residential structure with one family in permanent residence with up to five bedrooms rented for overnight lodging, where meals may be provided subject to applicable Health Department regulations. A bed and breakfast inn with more than five guest rooms is considered a hotel or motel and is included under the definition of "Hotels/Motels."

Brewery, Winery, Distillery. A facility where specific alcoholic beverages are manufactured. A tasting room is permissible as part of the onsite manufacturing of alcoholic beverages for the brewery, winery or distillery that has been licensed by Alcoholic Beverage Control. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control (ABC). All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits.

Brew Pub. An establishment that produces ales, beers, meads, hard ciders, and/or similar beverages to serve on-site. Sale of beverages for off-site consumption is also permitted in keeping with the regulations of the Alcoholic Beverage Control. Service of brewed beverages must be in conjunction with the service of food. Manufacturing activities shall occur entirely within an enclosed building or outdoor work area screened from public view and be separated from the restaurant portion of the facility by applicable Building Codes. All beverage tasting shall occur within the restaurant portion of the facility. Brew pubs may not produce more than 5,000 barrels of beverage (all types of beverage combined) annually. May also include the wholesale distribution of beverages for off-site consumption.

Building Materials Stores and Yards. Retail establishments selling lumber and other large building materials, where most display and sales occur indoors. Includes stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air conditioning equipment and supplies are classified in "Warehousing and Distribution." Hardware stores are listed in the definition of "Retail – General," even if they sell some building materials. Also see "Home Improvement Supplies" for smaller specialty stores.

Business Support Services. Establishments primarily within buildings, providing other businesses with services such as maintenance, repair and service, testing, rental, etc. Other support services include but are not limited to equipment repair services (except vehicle repair, see “Vehicle Services – Major”), commercial art and design (production), computer-related services (rental, repair), copying, quick printing, and blueprinting services (other than those defined as “Printing and Publishing”), equipment rental businesses within buildings (a rental yard is a “Storage Yard”), film processing laboratories, heavy equipment repair services where repair occurs on the client site, janitorial services, mail advertising services (reproduction and shipping), mailbox services, other “heavy service” business services, outdoor advertising services, and photocopying and photofinishing.

Card Room. Gambling establishments that offer card games for play by the public.

Caretaker Housing. A residence that is accessory to a nonresidential primary use of the site, where needed for security, 24-hour care or supervision, or monitoring of facilities, equipment, or other conditions on the site.

Car Wash and Detailing. Permanent, drive-through, self-service, and/or attended car washing establishments, including fully mechanized facilities. May include detailing services. Temporary car washes are typically fundraising activities generally conducted at a service station or other automotive-related business, where volunteers wash vehicles by hand, and the duration of the event is limited to one day, and are not part of this use classification.

Check Cashing Business. An establishment that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving a similar purpose. Also includes establishments primarily engaged in cashing payroll or personal checks for a fee or advancing funds on future checks. This classification does not include a state or federally chartered bank, savings association, credit union or similar financial institution (see “Banks and financial services”).

Child Day Care Facility. A State-licensed facility which provides nonmedical, care, protection, and supervision to more than 14 children under 18 years of age on a less than 24-hour basis. Commercial or nonprofit child day care facilities include infant centers, preschools, sick-child centers, and school-age day care facilities. These may be operated in conjunction with a school or church facility or as an independent land use. Also see “Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care).”

Clubs, Lodges, and Private Meeting Halls. Permanent meeting facilities for organizations operating on a membership basis for the promotion of the interests of the members (e.g., business associations, civic, social and fraternal organizations, labor unions and similar organizations, political organizations, professional membership organizations).

Community Center. Multipurpose meeting and recreational facility typically consisting of one or more meeting or multipurpose rooms, kitchen, and/or outdoor barbecue facilities that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

Community Garden. A privately or publicly owned vacant parcel of land used by the community or a neighborhood for the growing of fruits, vegetables, and culinary herbs for personal consumption and/or to be offered for sale on site or at a local Certified Farmers Market.

Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care). This classification includes Adult Day Care, Family Day Care – Small, and Residential Care Home as defined by the State. Generally, these homes provides supervision and nonmedical care to six or fewer persons, in the provider's own home, on a less than 24-hour basis.

Drive-In and Drive-Through Sales and Services. Facilities where food or other products and services may be obtained by motorists without leaving their vehicles. These facilities include but are not limited to fast-food restaurants, drive-through coffee, dairy product, photo stores, drive-up bank teller windows, and dry cleaners. Does not include automatic teller machines (ATMs), automobile service stations, or car washes, which are separately defined.

Dwelling, Multifamily. A building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord (e.g., apartment, apartment house, townhouse, condominium).

Dwelling, Second Unit. An attached or detached dwelling unit which provides complete independent living facilities for one or more persons, with permanent provisions for living, sleeping, eating, cooking, and sanitation sited on the same parcel as the primary dwelling unit. This definition includes granny flats.

Dwelling, Single-Family. A building designed exclusively for occupancy by one family on one or more lots. This classification includes manufactured homes (defined in California Health and Safety Code Section 18007) and model homes for the first sale of homes within the subdivision.

Dwelling, Two-Family. An attached building (e.g., duplex) designed for occupancy by two families living independently of each other, where both dwellings are located on a single lot. This definition also includes halfplexes (two attached units, each with a separate lot). More than one two-family dwelling may be located on a single lot consistent with the density provisions of the General Plan. Does not include second dwelling units.

Emergency Shelter. Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

Event and Office Equipment Sales and Rental. Service establishments which may offer a wide variety of materials and equipment for rental (e.g., event table and chairs, portable dance floors, office equipment).

Family Day Care Home – Large. A State-licensed facility that provides nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally for 7 to 14 children. As described in the California Health and Safety Code, large day care homes may provide services for up to 16 children when specific conditions are met.

Fuel Storage and Distribution. A large-scale facility where fuel (such as propane and gasoline) is stored and distributed without retail sales.

Grocery Store/supermarket. A retail business of more than 15,000 square feet in size where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store. These full-service businesses do not typically have limited hours of operation. See separate listing for "Neighborhood Market".

Heliport. A designated, marked area on the ground or on the top of a structure where helicopters may land at any time.

Home Improvement Supplies. Establishments (retail or wholesale) that sell kitchen, bath, furnishings, carpeting, and other home-oriented supplies. Other retail uses are permitted if accessory to the primary use. These uses may include an expansive showroom. This category does not include the sale of lumber and does not permit the outdoor display of merchandise. This use classification is a subcategory of the larger Building Materials Stores and Yards use classification and may be combined with or separate from such uses.

Home Occupation. The conduct of business within a dwelling unit or residential site, employing occupants of the dwelling, with the business activity being subordinate to the residential use of the property.

Hotels/Motels. Facilities with guest rooms or suites, provided with or without kitchen facilities, rented to the general public for transient lodging (less than 30 days). Hotels provide access to most guest rooms from an interior walkway, and typically include a variety of services in addition to lodging (e.g., restaurants, meeting facilities, personal services). Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

Indoor Amusement/Entertainment Facilities. Establishments providing indoor amusement and entertainment services for a fee or admission charge (e.g., dance halls and ballrooms, electronic game arcades). Four or more electronic games or coin-operated amusements in any establishment, or a premises where 50 percent or more of the floor area is occupied by amusement devices, are considered an electronic game arcade; three or less machines are considered accessory to the primary use of the site.

Indoor Fitness and Sports Facilities. Predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include bowling alleys, billiard parlors, ice/roller skating rinks, indoor racquetball courts, indoor climbing facilities, soccer areas, athletic clubs, and health clubs. This use does not include special studios not a part of an athletic or health club (e.g., karate studio, dance studio, etc.). Also see "Schools – Private and Special/Studio."

Kennels. These facilities provide boarding of animals. May also include day-time boarding and activity for animals (e.g., "doggie day care").

Libraries, Museums, and Similar Facilities. Public or quasi-public facilities such as aquariums, arboretums, art exhibitions, botanical gardens, historic sites and exhibits, libraries, museums, and planetariums, which are generally noncommercial in nature.

Live-Work Facility. Rowhouse or conventional house with the first story or the front of the home available as a commercial space. The commercial space may be independently leased or used by an occupant of the residential unit. The building construction must meet the building and fire code based on the use type. The work space shall contain an active use and not be used exclusively for storage or warehousing. For example, the unit may include:

- First-floor storefront for retail or service business activity;
- Restaurant, café, or catering establishment with a complete kitchen and sanitary facilities;
- Minor fabrication activities (e.g., carpentry, light welding, print shop, artist studio); and
- Office space.

Manufacturing – Major. Manufacturing, fabrication, processing, and assembly of materials in a raw form. Uses in this category typically create greater than usual amounts of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on-site or on an adjacent site. Uses include but are not limited to batch plants, rendering plants, aggregate processing facilities, plastics and rubber products manufacturing. Also see “Manufacturing – Minor” and “Manufacturing – Small-Scale.”

Manufacturing – Minor. Manufacturing, fabrication, processing, and assembly of materials from parts that are already in processed form and that, in their maintenance, assembly, manufacture, or plant operation, do not create excessive amounts of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on-site or on an adjacent site. Uses include but are not limited to furniture manufacturing and cabinet shops, laundry and dry cleaning plants, metal products fabrication, food and beverage manufacturing, etc. Also see “Manufacturing – Major” and “Manufacturing – Small-Scale.”

Manufacturing – Small-Scale. Establishments manufacturing and/or assembling small products primarily by hand, including but not limited to jewelry, pottery, and other ceramics, as well as small glass and metal art and craft products. Also see “Manufacturing – Major” and “Manufacturing – Minor.”

Massage Parlor. An establishment where the primary service is to provide massages to customers. This does not include businesses where massage is a secondary use such as a beauty salon or chiropractor’s office.

Medical Services – Extended Care. Residential facilities providing nursing and health-related care as a primary use with inpatient beds, including but not limited to board and care homes, convalescent and rest homes, extended care facilities, skilled nursing facilities. Long-term personal care facilities that do not emphasize medical treatment are included under “Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care).”

ITEM 18.1.

Chapter 8

Glossary

Medical Services – General. Facilities primarily engaged in furnishing outpatient medical, mental health, surgical, and other personal health services, but which are separate from hospitals (e.g., medical and dental laboratories, medical, dental and psychiatric offices, outpatient care facilities, allied health service). Counseling services by other than medical doctors or psychiatrists are included under “Offices – Business and Professional.”

Medical Services – Hospitals. Hospitals and similar facilities engaged primarily in providing diagnostic services, and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses (see the separate definition of “Retail – Accessory”), and emergency heliports.

Neighborhood Market. A pedestrian-oriented grocery/specialty market store offering food products packaged for preparation and consumption away from the site of the store and oriented to the daily shopping needs of surrounding residential areas. Neighborhood markets are more than 5,000 square feet and less than 15,000 square feet in size and operate less than 18 hours per day. Neighborhood markets may include deli services that are ancillary to the market/grocery portion of the use. See also “Grocery store/supermarket”.

Offices – Accessory. Offices that are accessory to another business or sales activity that is the primary use. This does not apply to incidental office space that is part of the primary tenant space. The qualification criteria for this definition are that the floor area of the accessory office use shall not exceed 50 percent of the total net habitable or leasable floor area of the primary tenant space.

Offices – Business and Professional. This use listing includes offices of administrative businesses providing direct services to consumers (e.g., insurance companies, utility companies), government agency and service facilities (e.g., post office, civic center), professional offices (e.g., accounting, attorneys, employment, public relations), and offices engaged in the production of intellectual property (e.g., advertising, architectural, computer programming, photography studios). This use does not include medical offices (see “Medical Services – General”), temporary offices (see “Offices – Temporary”), or offices that are incidental and accessory to another business or sales activity that is the primary use (see “Offices – Accessory”). Outdoor storage of materials is prohibited.

Outdoor Commercial Recreation. Facility for various outdoor participant sports and types of recreation where a fee is charged for use (e.g., amphitheaters, amusement and theme parks, golf driving ranges, health and athletic club with outdoor facilities, miniature golf courses, skateboard parks, stadiums and coliseums, swim and tennis clubs, water slides, zoos).

Park and Ride Facility. A designated area where a vehicle may be left in order to carpool with other commuters or to ride public transit.

Parks and Public Plazas. Public parks including playgrounds and athletic fields/courts and public plazas and outdoor gathering places for community use. If privately owned and restricted to the

public (e.g., require payment of fee), the same facilities are included under the definition of "Outdoor Commercial Recreation."

Pawn Shop. Any room, store, building, or other place in which the business of pawn brokering, or the business of lending money upon personal property, pawns or pledges, or the business of purchasing articles from vendors or their assignees at prices agreed upon at or before the time of such purchase, is engaged in, carried on, or conducted.

Personal Services. Establishments providing nonmedical services as a primary use, including but not limited to barber and beauty shops, permanent makeup application, clothing rental, dry cleaning pick-up stores with limited equipment, home electronics and small appliance repair, laundromats (self-service laundries), shoe repair shops, and tailors. These uses may also include accessory retail sales of products related to the services provided, massage parlors, spas and hot tubs for rent, and tanning salons.

Printing and Publishing. Establishments engaged in printing by letterpress, lithography, gravure, screen, offset, or electrostatic (xerographic) copying, and other establishments serving the printing trade including bookbinding, typesetting, engraving, photoengraving, and electrotyping. This use also includes establishments that publish newspapers, books, and periodicals, and establishments manufacturing business forms and binding devices. Does not include "quick printing" services or desktop publishing, which are included in "Business Support Services."

Public Safety Facility. A facility operated by public agencies including fire stations, other fire prevention and firefighting facilities, and police and sheriff substations and headquarters, including interim incarceration facilities.

Recycling Facility – Collection. A recycling facility used for the acceptance by donation, redemption, or purchase of recyclable materials from the public that does not occupy more than 500 square feet. This classification may include a mobile unit, kiosk-type units that may include permanent structures, and unattended containers placed for the donation of recyclable materials. This also includes so-called "reverse vending machines," an automated mechanical device that accepts one or more types of empty beverage containers including, but not limited to, aluminum cans, glass bottles and plastic bottles, and issues a cash refund or a redeemable credit slip with value of not less than the container's redemption value as determined by the state.

Recycling Facility – Processing. A recycling facility located in a building or enclosed space and used for the collection and processing of recyclable materials. Processing means the preparation of material for efficient shipment or to an end-user's specifications by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing.

Recycling Facility – Scrap and Dismantling. Uses engaged in the assembling, breaking up, sorting, temporary storage, and distribution of recyclable or reusable scrap and waste materials, including the dismantling or wrecking of automobiles or other motor vehicles, and/or the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking. The

ITEM 18.1.

Chapter 8

Glossary

presence on any lot or parcel of land of five or more inoperable vehicles from which parts have been or are to be removed for reuse or sale shall constitute prima facie evidence of an automobile wrecking yard. This use does not include landfills or other terminal waste disposal sites.

Religious Institutions. Facilities operated by religious organizations for worship or the promotion of religious activities (e.g., churches, mosques, synagogues, temples) and accessory uses on the same site (e.g., living quarters for ministers and staff, child day care facilities which where authorized in conjunction with the primary use). Other establishments maintained by religious organizations, such as full-time educational institutions, hospitals, and other potentially related operations (e.g., recreational camp), are classified according to their respective activities.

Research and Development. Indoor facilities for scientific research and the design, development, and testing of electrical, electronic, magnetic, optical, and mechanical components in advance of product manufacturing, that are not associated with a manufacturing facility on the same site. Includes but is not limited to chemical and biotechnology research and development. Does not include computer software companies (see "Offices – Business and Professional"), soils and other materials testing laboratories (see "Business Support Services"), or medical laboratories (see "Medical Services – General").

Restaurant. A retail business selling food and beverages prepared and/or served on the site, for on- or off-premise consumption. These include eating establishments where customers are served from a walk-up ordering counter for either on- or off-premise consumption, and establishments where most customers are served food at tables for on-premise consumption, but may include providing food for take-out. Also includes coffee houses and accessory cafeterias as part of office and industrial uses.

Retail – Accessory. The retail sales of various products (including food service) in a store or similar facility that is located within a health care, hotel, office, or industrial complex. These uses include but are not limited to pharmacies, gift shops, and food service establishments within hospitals, and convenience stores and food service establishments within hotel, office, and industrial complexes. This use category also includes retail associated with industrial uses for the products sold, distributed, or manufactured on-site. Such retail area shall not exceed 25 percent of the total square footage of the tenant space of a single-use development or the combined floor area of an integrated development in a mixed-use project.

Retail – General. Stores and shops selling multiple lines of merchandise. These stores and lines of merchandise include but are not limited to art galleries, bakeries (all production in support of on-site sales), clothing and accessories, collectibles, consignment stores, department stores, drug and discount stores, dry goods, fabrics and sewing supplies, florists and houseplant stores, furniture, home furnishings and equipment, general stores, gift shops, hardware, hobby materials, musical instruments, parts and accessories, newsstands, pet supplies specialty shops, sporting goods and equipment, stationery, and variety stores.

Schools – Private and Special/Studio. Includes private educational institutions (e.g., boarding schools, business, secretarial, and vocational schools, colleges and universities, establishments

providing courses by mail or online) and special schools/studios (e.g., art, ballet and other dance, computers and electronics, drama, driver education, language, music, photography). Also includes facilities, institutions, and conference centers that offer specialized programs in personal growth and development (e.g., fitness training studios, gymnastics instruction and aerobics and gymnastics studios, environmental awareness, arts, communications, management). Also see "Indoor Fitness and Sports Facilities."

Schools – Public. Public educational institutions such as community colleges, universities, elementary schools, middle/junior high schools, high schools, and military academies.

Service Station. A retail business selling gasoline or other motor vehicle fuels, which may include a convenience store and/or self-service car wash. Vehicle services which are incidental to fuel and car wash services are included under "Vehicle Services – Minor."

Sexually Oriented Business. Adult bookstores, adult motion picture theaters, adult live theaters, adult video stores, or any establishment that consists of a combination of such uses. An adult bookstore is a building or a portion thereof used by an establishment either (A) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of books, magazines, or other publications, is devoted to the sale of books, magazines, or other publications which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (B) where 25 percent or more of the total number of books, magazines, or other publications offered for sale to the public consist of books, magazines, or other publications which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18. An adult motion picture theater is a building or portion thereof or an area, open or enclosed, which regularly features motion pictures distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 or specified anatomical areas as defined in RCMC 23.919.060. An adult live theater is a building or portion thereof or an area, open or enclosed, which regularly features live performances distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 or specified anatomical areas as defined in RCMC 23.919.060 for observation by patrons or customers. An adult video store is a building or portion thereof used by an establishment either (A) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of videos, is devoted to the sale or rental of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (B) where 25 percent or more of the total number of videos offered for sale or rental to the public consist of videos which are distinguished or characterized by their emphasis on matters explicitly depicting,

Glossary

describing, or relating to specified sexual activities as defined in RCMC 23.919.060, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18.

Smoke Shop. An establishment selling smoking, drug, and/or traditional or electronic tobacco paraphernalia or devotes 15 percent or more of the total floor area to selling tobacco products. Limited sales of tobacco products that commonly occur within convenience stores or service stations are not included in this definition.

Storage, Personal. A structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand.

Storage Yard. The storage of various materials outside of a structure other than fencing, either as an accessory use or a principal use.

Storage, Warehouse. A facility for the storage of furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include warehouse, storage, or mini-storage facilities offered for rent or lease to the general public (see "Storage, personal storage facility") or warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see "Wholesaling and distribution").

Tasting Room, Off-site. A facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a stand-alone retail use. Food preparation is not permitted. Pre-packaged foods may be sold on premises. Patrons may carry food onsite for personal consumption. Tasting rooms must comply with the retail hours of operation of 10:00 AM to 10:00 PM. On-site tasting rooms are included as an accessory use in "Artisanal and Specialty Manufacture, Display and Sales" or "Brewery, Winery, Distillery". Any facility not operating with these standards is considered "Bars and Nightclubs".

Tattoo Parlor. Any establishment that engages in the business of tattooing and/or branding human beings.

Telecommunications Facility. Facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices, including a transmission tower, antenna, and or other facility designed or used for that purpose. Amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not telecommunication facilities.

Theatres and Auditoriums. Indoor facilities for public assembly and group entertainment, other than sporting events (e.g., civic theaters, facilities for "live" theater and concerts, exhibition and

convention halls, motion picture theaters, auditoriums). Does not include outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events; see "Outdoor Commercial Recreation."

Thrift Store. A retail establishment selling secondhand goods donated by members of the public.

Transit Stations and Terminals. Passenger stations for vehicular and rail mass transit systems; also terminal facilities providing maintenance and service for the vehicles operated in the transit system. Includes buses, taxis, railway, etc.

Utility Facility and Infrastructure. This includes fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: electrical substations and switching stations, natural gas regulating and distribution facilities, public water system wells, treatment plants and storage, telephone switching facilities, wastewater treatment plants, settling ponds and disposal fields. These uses do not include office or customer service centers (classified in "Offices"), or equipment and material storage yards.

Vehicle Services – Major. The repair, alteration, restoration, towing, painting, cleaning (e.g., attended car washes), or finishing of automobiles, trucks, recreational vehicles, boats, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. This use includes major repair and body work-repair facilities dealing with entire vehicles; such establishments typically provide towing, collision repair, other body work, and painting services and may also include tire recapping establishments.

Vehicle Services – Minor. Minor facilities specializing in limited aspects of repair and maintenance (e.g., muffler and radiator shops, quick-lube, smog check, self-service car wash). Does not include repair shops that are part of a vehicle dealership on the same site (see "Auto and Vehicle Sales") or automobile dismantling yards, which are included under "Recycling Facility – Scrap and Dismantling."

Veterinary Facility. A building that is primarily enclosed, containing only enough cage arrangements as necessary to provide veterinary services for domestic and exotic animals requiring acute medical or surgical care with accessory outdoor use that provides long-term medical care. Grooming and boarding of animals is allowed only if accessory to the facility use.

Wholesaling and Distribution. Establishments engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm, or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. Includes such establishments as agents, merchandise or commodity brokers, and commission merchants, assemblers, buyers and associations engaged in the cooperative marketing of farm products, merchant wholesalers, and stores primarily selling electrical, plumbing, and heating and air conditioning supplies and equipment.

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 23.113 ZONING CERTIFICATION

23.113.010 Purpose.

Zoning certification is an ~~“over the counter”~~ administrative procedure to certify that a proposed structure or land use is allowed in the applicable zoning district and that the project complies with all applicable requirements of the zoning code. This includes building permit plan check, business license review, home occupations, sign permits, and similar activities that require a compliance check with regard to zoning code provisions. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.5.010)].

CHAPTER 23.313 MIXED-USE ZONING DISTRICTS

23.313.030 Allowed land uses and permit requirements.

Table 23.313-1 identifies allowed uses and corresponding permit requirements for the mixed-use districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title.

Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

Use regulations in the table are shown with a representative symbol by use classification listing: “P” symbolizes uses allowed by right, “AUP” symbolizes uses that require approval of an administrative use permit, “C” symbolizes uses that require approval of a conditional use permit, and “N” symbolizes uses that are not permitted.

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Residential Uses									
Adult Day Care Home	P	N	N	N	N	N	N	N	
Caretaker Housing	P	P	P	P	P	P	P	P	RCMC 23.901.020
Dwelling, Multifamily	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Accessory Unit	P	N	N	N	N	N	N	N	RCMC 23.901.060
Dwelling, Single-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Two-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Emergency Shelter	C	C	C	C	N	N	N	N	
Family Day Care Home, Small	P	N	N	N	N	N	N	N	
Family Day Care Home, Large ¹⁷	P	N	N	N	N	N	N	N	RCMC 23.901.080

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Group Residential	AUP	N	N	N	N	N	N	N	
Home Occupations	P	P	P	N	N	P	P	P	RCMC 23.901.030
Live-Work Facility	P ¹	P ¹	P ¹	N	N	P ¹	P ¹	P ¹	RCMC 23.901.040
Residential Care Home, Small	P	N	N	N	N	N	N	N	
Residential Care Home, Large ¹⁸	AUP	N	N	N	N	N	N	N	RCMC 23.901.090
Transitional Housing	P	N	N	N	N	N	N	N	
Low-Barrier Navigation Center	P	N	N	N	N	N	N	N	
Agriculture, Resource, and Open Space Uses									
Beekeeping	N	N	N	N	N	N	N	N	Chapter 8.12 RCMC
Recreation, Education, and Public Assembly Uses									
Clubs, Lodges, and Private Meeting Halls	P	P	P	P	AUP	P	P	P	
Community Centers/Civic Uses	P	P	P	P	AUP	P	P	P	
Indoor Amusement/Entertainment Facility ^{32, 33}	AUP	P	P	P	AUP	AUP	P	P	
Indoor Fitness and Sports Facility ^{32, 33}	AUP	P	P	P	AUP	AUP	P	P	
Libraries and Museums	P	P	P	P	P	P	P	P	
Outdoor Commercial Recreation ^{32, 33}	N	C	N	N	P	C	C	C	
Parks and Public Plazas	P	P	P	P	C	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	
Religious Institutions	P	P	P	P	P	P	P	P	
Schools, Private and Special/Studios ³¹	P	P	P	P	C	P	P	P	
Schools, Public ³¹	P	P	P	P	P	P	P	P	
Theaters and Auditoriums ^{32, 33}	C	P	P	P	N	AUP	P	P	
Urban Agriculture									
Aquaculture	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	RCMC 23.904.030
Community Garden, Public	C	C	C	C	C	C	C	C	RCMC 23.904.030
Community Garden, Private	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	RCMC 23.904.030
Market Garden	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	P ²⁴	RCMC 23.904.030
Private Garden	P	P	P	P	P	P	P	P	RCMC 23.904.030

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Urban Ag Stand	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	RCMC 23.904.030
Utility, Transportation, and Communication Use Listings									
Broadcasting and Recording Studios	N	P	P	P	P	N	N	N	
Bus and Transit Shelters	P	P	P	P	P	P	P	P	
Freight Yard/Truck Terminal	N	N	N	C	C	N	N	N	
Fuel Storage and Distribution	N	N	N	N	C	N	N	N	
Heliports	N	AUP	AUP	AUP	AUP	N	N	N	
Park and Ride Facility	C	P	P	P	P	C	C	P	
Parking Facility	AUP	P	P	P	P	AUP	P	P	
Telecommunication Facility	C	AUP/ C ²¹	AUP/ C ²¹	AUP/ C ²¹	AUP/ C ²¹	AUP/ C ²¹	AUP/ C ²¹	AUP/ C ²¹	RCMC 23.907.020
Transit Facilities	N	N	N	C	P	N	N	N	
Transit Stations and Terminals	C	P	P	P	P	P	P	P	
Utility Facility and Infrastructure	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	RCMC 23.907.030
Retail, Service, and Office Uses²²									
Adult Day Care Facility	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Alcoholic Beverage Sales, Off-Site ¹⁶	N	C	C ²	C ²	C ²	C	C	C	
Ambulance Service	N	AUP	AUP	P	P	N	N	N	
Animal Sales and Grooming	AUP	P	N	N	N	P	P	P	
Art, Antique, Collectible	P ²	P	P ²	P ²	N	P	P	P	
Artisan Shops	AUP	P	P ²	P ²	P ²	P	P	P	
Bail Bonds	N	C	N	N	N	N	N	N	
Banks and Financial Services	P ²	P	P	P	P	P	P	P	
Bars and Nightclubs ²³	C ³	C ³	C ^{2, 3}	C ^{2, 3}	C ^{2, 3}	C ³	C ³	C ³	
Bed and Breakfast Inns	P	P	N	N	N	N	N	N	
Brew Pub ²³	N	P	P ²	P ²	P ²	P	P	P	
Building Materials Stores and Yards	N	P ⁴	N	C ⁴	N	N	C ⁴	C ⁴	
Business Support Services	AUP ^{2, 4, 5}	P	P	P	AUP	P ⁵	P	P	
Call Centers	N	N	P	P	AUP	N	N	N	
Commercial Marijuana Uses	N	N	N	N	N	N	N	N	
Child Day Care Facility	P	AUP	AUP ²	AUP ²	AUP ²	P	C	C	

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Consignment Store	N	P	N	N	N	N	AUP	N	
Convenience Stores	AUP ^{2, 26}	AUP ²⁶	AUP ^{2, 26}	AUP ^{2, 26}	AUP ^{2, 26}	AUP ²⁶	AUP ²⁶	AUP ²⁶	RCMC 23.910.020
Drive-In and Drive-Through Sales and Service	N	C ^{20, 21}	N	N	C ^{6, 20, 21}	C ^{20, 21}	C ^{20, 21}	C ^{20, 21}	RCMC 23.910.030
Equipment Sales and Rental	N	N	N	P	P	N	N	N	
Furniture, Furnishings, and Appliance Stores	N	P	N	N	N	N	C	P	
Garden Center/ Plant Nursery	N	P	N	AUP	N	N	C	C	
Grocery Stores/Supermarkets	AUP ²	P	P ²	AUP ²	N	AUP ⁸	P	P	
Home Improvement Supplies	N	P ⁹	N	P	P	N	P ⁹	P ⁹	
Hotels and Motels ^{32, 33}	C ²	P	P	C	N	C	P	P	
Hotels and Motels, Extended Stay ^{32, 33}	C ²	C	C	C	N	C	C	C	
Kennels, Commercial	C ^{2, 4}	N	N	N	AUP ⁴	N	N	N	
Maintenance and Repair, Small Equipment	N	P	N	P	P	AUP	P	P	
Medical Services, General	AUP ²	P	P	P	P	P	P	P	
Medical Services, Extended Care	P	C	C	C	N	N	N	N	
Medical Services, Hospitals	N	P	P	P	P	P	P	P	
Mortuaries and Funeral Homes ¹⁵	N	P	N	N	P ¹⁵	N	N	N	
Neighborhood Market	P ²	P	P ²	AUP ²	N	P	P	P	
Offices, Business and Professional	P ²	P ²	P	P	N	P ²	P ²	P ²	
Offices, Accessory	P	P	P	P	P	P	P	P	
Personal Services	P ^{2, 5}	P	P ²	P ²	P ²	P	P	P	
Residential Care Facility	AUP	C	C	N	N	N	N	N	
Restaurants	P ²	P	P ²	P ²	P ²	P	P	P	
Retail, Accessory	P ²	P	P ⁶	P ⁶	P ⁶	P	P	P	
Retail, General	P ^{2, 11}	P	N	N	N	P	P	P	
Retail, Warehouse Club	N	P	N	N	N	N	C	P	
Smokers' Lounge, Hookah Bar, E-Cigarette Lounge, and Vapor Lounge	N	N	N	N	N	N	N	N	RCMC 23.919.100
Tasting Room, Off-Site ²³	N	P	P ²	P ²	P ²	P	P	P	
Veterinary Facility	AUP ²	P	N	AUP	AUP	AUP	P	P	
Automobile and Vehicle Uses									
Auto and Vehicle Sales and Rental	N	P ¹⁹	N	N	P ¹⁹	N	N	N	RCMC 23.913.040

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Auto and Vehicle Sales, Wholesale	N	N	N	C	P	N	N	N	
Auto and Vehicle Storage	N	N	N	C ¹²	p ¹²	N	N	N	
Auto Parts Sales	N	p ^{11, 12}	N	N	p ^{11, 12}	N	N	N	
Car Washing	N	C	C	C	C	N	C	C	RCMC 23.913.050
Detailing/Waterless Car Wash	N	AUP	AUP	AUP	N	N	N	N	
Service Stations	N	AUP	C	C	P	N	C	C	
Vehicle Services, Major	N	N	N	C ¹²	p ¹²	N	N	N	
Vehicle Services, Minor	N	AUP ^{12, 13}	N	AUP ¹²	p ¹²	N	N	N	
Industrial, Manufacturing, and Processing Uses									
Agricultural Products Processing	N	N	N	N	C	N	N	N	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	P	P	P	P	
Brewery, Winery, Distillery	N	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	
Manufacturing, Major	N	N	N	N	C ¹⁴	N	N	N	
Manufacturing, Minor	N	N	N	P	P	N	N	N	
Manufacturing, Small Scale	N	P	P	P	P	P	N	N	
Printing and Publishing	N	C	C	P	P	N	N	N	
Recycling Facility, Processing	N	N	N	N	C	N	N	N	
Recycling Facility, Scrap and Dismantling Facility	N	N	N	N	C	N	N	N	
Research and Development	N	N	P	P	P	N	N	N	
Storage, Personal Storage Facility	N	N	N	C ²⁷	p ²⁷	N	N	N	Chapter 23.915 RCMC
Storage, Warehouse	N	N	N	P	P	N	N	N	
Storage, Yards	N	N	N	C ³⁴ p ¹⁴	p ¹⁴	N	N	N	Chapter 23.728 RCMC
Wholesaling and Distribution	N	N	N	p ¹⁴	p ¹⁴	N	N	N	
Special Regulated Uses									
Bingo Parlors	N	p ³⁰	p ³⁰	p ³⁰	N	N	N	N	Chapter 4.26 RCMC
Card Rooms	N	P	C	C	C	N	N	N	RCMC 23.919.020
Check Cashing Businesses	N	P	N	N	N	N	N	N	RCMC 23.919.030
Massage Parlors, Massage Establishments	N	p ²⁸	N	N	N	N	N	N	Chapter 4.33 RCMC
Pawnshops	N	P	N	N	N	N	N	N	RCMC 23.919.040
Recycling Facility, Collection	N	C	C	C	P	C	C	C	RCMC

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Facility									23.919.050
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060
Smoke Shops	N	P	N	N	C	N	N	N	RCMC 23.919.070
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	AUP	AUP	N	N	N	RCMC 23.919.090

Notes:

1. See the density restrictions in the underlying zoning district.
 2. This use is permitted or permitted with a use permit as specified only in conjunction with the predominant use of the mixed-use district. In other words, this use is only allowed as part of an integrated development and not as a standalone use. Other uses in the table are allowed as standalone uses.
 3. All forms of speaker amplification exterior to the building shall be prohibited unless authorized in combination with project approval or amendment thereto.
 4. All activities shall occur within a completely enclosed building or shall be located behind a solid/screened enclosure directly adjacent to the building.
 5. Maximum gross floor area is less than 5,000 square feet.
 6. Limited to a maximum of 25 percent of the gross floor area of the integrated development.
 7. Maximum tenant space shall be 25,000 square feet.
 8. Maximum tenant space shall be 50,000 square feet.
 9. Uses 25,000 square feet and over require a conditional use permit.
 10. Limited to less than 50 percent of the gross floor area of the integrated development.
 11. Maximum tenant space shall be 15,000 square feet.
 12. All activity and storage must be located within an enclosed structure.
 13. No portion of the use shall be located within 500 feet of an intersection.
 14. All activity must be entirely screened from public view and not within 500 feet of a residential use. The 500-foot separation from residential uses may be waived if the storage yard adheres to the standards in RCMC 23.728.030(C)(1).
 15. A crematory is prohibited in all zones with the exception of LIBP, where it is permitted in association with a mortuary or funeral home.
 16. Only establishments that sell alcoholic beverages for off-site consumption require a conditional use permit.
 17. See additional provisions in RCMC 23.901.080, Family day care (large).
 18. See additional provisions in RCMC 23.901.090, Residential care home (large).
 19. This use is not permitted if incidental to and not a primary part of the operation of the primary use. Rentals that are an integral part of a primary use are subject to the additional provisions of RCMC 23.913.040.
 20. Drive-throughs that are added to existing buildings may be processed with an AUP.
 21. Conditional use permit required if any portion of proposed facility is within 500 feet of a residential zoning district or existing residential use.
 22. All commercial activity, display and storage shall occur within a building or within a screen enclosure. A temporary use permit, administrative use permit, or conditional use permit may be obtained to deviate from this requirement.
 23. Uses which serve alcohol for on-site consumption and which have an "on-sale" license from the California Department of Alcoholic Beverage Control must be located at least 250 feet from any adult live theater at which live nude dancing is performed and which is subject to Section 143.3 of the California Code of Regulations.
 24. Private community gardens and market gardens are allowed in the city's mixed-use districts up to a maximum three acres in size and pursuant to applicable regulations in RCMC 23.904.030. Approval of an administrative use permit is required for said uses greater than three acres in size.
 25. On-site urban agriculture stands are allowed up to 120 square feet, on the site of an urban agricultural use consistent with applicable regulations in RCMC 23.904.030.
 26. See RCMC 23.910.020 (Convenience stores).
 27. See Chapter 23.915 RCMC (Storage, Personal Storage Facility Development Standards).
 28. Massage parlors and massage establishments must be located at least 1,000 feet from other massage parlors and massage establishments, as measured from the entrance of each establishment. This shall not apply to any home occupation massage business that is in full compliance with home occupation requirements in Chapter 23.901 RCMC.
 29. Over 20,000 square feet requires an administrative use permit.
 30. Bingo games and parlors are regulated by Chapter 4.26 RCMC. The city has a limit of no more than two bingo parlors in the city limits at any given time.
 31. Dormitories on any parcel that is part of a contiguous campus are permitted as an accessory use to a public or private school.
 32. On-site consumption of food is considered a permitted use if the related primary use is a permitted use.
 33. On-site consumption of alcohol, as an accessory use to a permitted use, requires approval of an administrative use permit.
 34. All storage yards proposed in the OIMU zoning district require a Conditional Use Permit and not subject to RCMC 23.728.020 (Permit requirements and exemptions).
- [Ord. 12-2022 § 3 (Exh. A), 2022; Ord. 1-2022 § 3 (Exh. A); Ord. 11-2021 § 3 (Exh. A); Ord. 1-2021 § 3 (Exh. A); Ord. 1-2020 § 3 (Exh. A); Ord. 5-2019 § 3 (Exh. A); Ord. 3-2019 § 5 (Exh. A); Ord. 17-2018 § 4 (Exh. A); Ord. 15-2018 § 4 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 1-2016 § 4; Ord. 15-2015 §§ 2, 3; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

CHAPTER 23.731 FENCES, WALLS, AND SCREENING**23.731.050 Fence location.**

A. Fences, walls, and screening are not required between land uses unless otherwise specified in this chapter.

B. Fences, walls, and screening must be located outside of any public utility easement, except as authorized by the applicable utility agency.

Table 23.731-1: Maximum Height of Fences, Walls, and Screening in Required Yard Area

Location of Fence/Wall/Screen	Maximum Height
Required front yard area	3 feet ²
Required rear and interior side yard area (along rear and interior property lines)	7 feet ¹
Required street side yard area	7 feet ^{1, 3}
At intersections of streets, alleys, and driveways within the clear visibility area (definition in Chapter 23.1104 RCMC (General Definitions))	30 inches

Notes:

1. Maximum height for fences may be increased by designated approval authority as part of design review; provided, that the portion of the fence above seven feet is at least 50 percent transparent ~~(e.g., lattice).~~

2. The height of the front yard fence may be increased to five feet when the fence is located a minimum setback of three feet from the property line and remains visually open and transparent (e.g., picket fence, open wood slats, open wrought iron). Fences that are three feet or less may be located at the property line.

3. For fences over three feet in height, the minimum setback of three feet from the property line is required. Fences that are three feet or less may be located at the property line.

[Ord. 5-2019 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B)].

CHAPTER 23.1104 GENERAL DEFINITIONS**23.1104.020 General definitions.**

“Earthtones” means muted shades of gray and muted shades and medium to dark tones of the following colors: burnt umber, raw umber, raw sienna, burnt sienna, red, English red, yellow ochre, chrome green and terra vert.” ~~colors similar to those found in earth and soils, such as shades of brown or reddish browns.~~



PROJECT REVIEW

A. Plan Administration

The City's designated planning agencies (Planning Department staff and [Planning Commission](#)~~City Council~~) will have primary responsibility for ensuring implementation of the Folsom Boulevard Specific Plan. As with all development in the city, any entitlement process requires review to ensure consistency with the land use plan and zoning for the area. All properties within the FBSP area are subject to the land use and development standards in this document. This chapter establishes the requirements for review of projects within the FBSP area and the procedures for completing project reviews. The City is committed both to the long-term enhancement of the character and quality of development on the boulevard and to the near-term attraction of private investment to the corridor. Recognizing that many near-term development opportunities will involve small-scale projects, the City has established project review procedures that address three tiers of development—Exempt, Minor, and Major Projects—as described herein.

Project Review

B. Development Review

New development and redevelopment (reuse and building modification) within the plan area is generally subject to City approval. Approvals may include, but are not limited to, lot mergers and maps, Temporary Use Permits, Conditional Use Permits, and Design Review (minor and major). Individual project applications will be reviewed to determine consistency with the FBSP and other associated regulatory documents. Unless otherwise noted in this Plan, project reviews within the Plan area shall be conducted consistent with the procedures and requirements established in the City of Rancho Cordova Zoning Code. While review procedures in the plan area are typically dictated by the Zoning Code, the allowed uses and the development standards applicable in the plan area are set forth within this FBSP.

C. Project Type and Review Process

Generally, three categories of project types require subsequent review by the City for property located within the plan area, as follows:

- **Lot Changes.** This category of project includes lot mergers, lot splits, parcel and subdivision maps, as well as integrated developments. City rules and processes for these types of projects are the same everywhere within the city limits and are outlined in various locations of the Municipal Code. In other words, no special provisions or processes apply within the FBSP.
- **Land Use Changes.** This category of project includes any change of use within an existing building or site, any new use in a new building or site, and temporary and transitional uses. The FBSP does include allowed use provisions for permanent, temporary, and transitional uses as outlined in Chapter 2 (Land Use Plan and Allowed Uses). This Plan also identifies permit requirements associated with allowed uses (Conditional Use Permit, Limited Use Permit, Administrative Use Permit, and Temporary Use Permit) and refers to the citywide permit process for review of any required use permits consistent with the provisions in this Plan.
- **Structural/Physical Changes.** This category of project includes any structural or physical change to an existing building, any new structure, and temporary structures. The FBSP includes development standards for structural or physical changes, which vary depending on the scale or magnitude of change as outlined in Chapter 4 (Development Standards). Generally, the City requires Design Review for structural/physical changes that are not otherwise exempt. The City defines two levels of Design Review: Minor Design Review is acted upon by the Planning Director and Major Design Review is acted upon by the ~~Planning Commission~~City Council. The process for Design Review entitlements is consistent with the citywide permit process outlined in the Zoning Code.

To simplify project type and review requirements for subsequent development within the plan area, this chapter of the FBSP defines projects as Exempt, Minor, or Major in subsection 1 below with reference to applicable provisions in subsequent chapters of the Plan. However, the City recognizes that not all projects match the City's regulations perfectly. In some cases, applicants will bring forward projects with demonstrated community benefits that are not consistent with some portion of the City's regulations. In these cases, the City may consider granting an Exception subject to the provisions of subsection D of this chapter. Finally, some uses that were established legally in the past may no longer be consistent with current City regulations. Such uses are referred to as legal non-conforming uses, and subsection E of this chapter explains how these uses are addressed by the City.

1. Exempt Projects, Minor Projects, and Major Projects

Prior to processing a development application, staff will consult with potential applicants to determine what level of review is required and the process for completing that review.

a) Exempt Projects

The following uses, structures, and improvements are considered exempt projects and are not generally subject to review under this FBSP. However, such uses and structures may still require additional permits, such as a City business license or building permit, to ensure compliance with adopted Building Code standards and Zoning Code provisions.

- 1) Uses in an existing structure that are permitted by right (P) as identified in Chapter 2 (Land Use Plan and Allowed Uses) of this Plan with little or no changes to the exterior, except in conformance with all other limitations below.
- 2) A single-family custom home on a lot that is consistent with existing zoning.
- 3) An addition to a single-family residential home that is consistent with existing zoning.
- 4) Additions to nonresidential structures less than 1,000 square feet in size.
- 5) Accessory structures consistent with provisions of Zoning Code Chapter 23.734 (Residential Accessory Structures).
- 6) Repairs, maintenance, and restoration of buildings, site improvements, or structures that do not substantially alter the appearance of the site or structures.
- 7) Painting, restoration to original condition, windows and window treatments, door installations, and minor façade improvements that involve less than 100 linear feet of building face.
- 8) Changes to site plan elements that are not specifically required by the citywide Zoning Code (e.g., decorative elements and landscaping that are not specifically required in the citywide landscape requirements).

Project Review

- 9) Interior alterations that do not increase the gross floor area within the structure or change/expand the permitted use of the structure.
- 10) Second dwelling units subject to California Government Code Section 65583.1.
- 11) Construction, alteration, or maintenance by a public utility or public agency of underground or overhead utilities intended to service existing or nearby approved developments (e.g., water, gas, electric, or telecommunication supply or disposal systems, including wires, mains, drains, sewers, pipes, conduits, cables, fire-alarm boxes, police call boxes, traffic signals, hydrants, and similar facilities and equipment).

b) Minor Projects

The following uses, structures, and improvements are considered Minor Projects, are subject to review under this FBSP, and will require one or more permits or entitlements that are acted upon by the Planning Director consistent with this Plan.

- 1) Uses allowed subject to an Administrative Use Permit (AUP) or Limited Use Permit (LUP) as identified in FBSP Chapter 2 (Land Use Plan and Allowed Uses) which also conform to the other minor structural modifications below.
- 2) New construction of a nonresidential building or structure or expansion of an existing nonresidential structure that results in less than 5,000 square feet additional building area in all zoning districts unless exempt in Zoning Code Section 23.140.030 are subject to Minor Design Review.
- 3) Nonresidential façade renovations that involve less than 200 linear feet of façade frontage of an existing building, unless exempt in Zoning Code Section 23.140.030, are subject to Minor Design Review.
- 4) Significant changes to multi-family and all nonresidential site plans that impact required site plan elements (e.g., required parking, shade canopy, lighting, landscaping) are subject to Minor Design Review.
- 5) The exterior remodel of multi-family residential buildings or structures are subject to Minor Design Review.

c) Major Projects

The following uses, structures, and improvements are considered Major Projects, are subject to review under this FBSP, and will require one or more permits or entitlements that are acted upon by the ~~Planning Commission~~City Council consistent with this Plan.

- 1) Uses subject to a Conditional Use Permit (CUP) as identified in FBSP Chapter 2 (Land Use Plan and Allowed Uses).
- 2) Single-family residential subdivision maps are subject to the Major Design Review and Tentative Subdivision Map entitlement processes.

- 3) Master home plans for single-family residential subdivisions are subject to Major Design Review.
- 4) Multi-family residential development is subject to Major Design Review.
- 5) Commercial development equal to or greater than 5,000 square feet in building area (including new construction and expansion to existing structures) is subject to Major Design Review.
- 6) Office development equal to or greater than 5,000 square feet in building area (including new construction and expansion to existing structures) is subject to Major Design Review.
- 7) Industrial development equal to or greater than 5,000 square feet in building area (including new construction and expansion to existing structures) is subject to Major Design Review.
- 8) Public/quasi-public developments (e.g., public safety facilities, library, city facilities) equal to or greater than 5,000 square feet in building area (including new construction and expansion to existing structures) are subject to Major Design Review.
- 9) Exceptions to Development Standards.

2. Project Review Process and Timeline

As previously identified, the project review process for projects located within FBSP shall comply with the permit processing requirements in the Citywide Zoning Code. However, in order to provide some degree of certainty or predictability, the City has identified the following range of project review timelines for projects located within the plan area. These project review timelines commence with the determination of a complete application for the various entitlements listed below. The range of time takes into consideration varying degrees of project complexity.

Permit or Entitlement Type	Estimated Timeline to Decision/Action
Administrative Use Permit	4 to 6 weeks
Limited Use Permit	4 to 6 weeks
Conditional Use Permit	6 to 10 weeks
Minor Design Review	6 to 10 weeks
Major Design Review	8 to 12 weeks

D. Exceptions

The City Council supports the vision and development standards established in the Folsom Boulevard Specific Plan and encourages all developers to review and adhere to the strict application of these standards when designing future projects. The City Council also recognizes

Project Review

the real-world challenges that the vision and development standards present in a depressed economy and as such, desires to provide additional flexibility for projects that will benefit the community in specific, identified ways. In conjunction with Major Design Review, project-level CEQA review, and any other required entitlements, an applicant may request that the ~~City Council~~Planning Commission approve an exception to allow a development project that does not strictly adhere to the Specific Plan or to other City development standards.

The ~~City Council~~Planning Commission may grant an Exception for any development standard in the FBSP if the use is permitted as outlined in this Plan and the project meets at least four of the following six conditions:

- 1) Will fulfill a compelling community need, as indicated by an existing City goal, General Plan policy, budget priority, or other Council-adopted policy document.
- 2) Will improve an existing blighted situation by removing 100 percent of the blight located on the subject property.
- 3) Will provide unmet services to a currently underserved community.
- 4) Will create at least 15 new permanent full-time jobs (or new jobs equivalent to at least 15 full-time equivalents) or a minimum of 1 job per 500 square feet.
- 5) Will generate annual sales tax contributions to the City in excess of \$25,000.
- 6) Investments in the property will increase the property tax revenue for the subject parcel(s) by at least 250 percent.

To the extent practical, development projects should comply with FBSP development standards. All projects remain subject to Design Review as established in Sections 23.140 and 23.141 of the Zoning Code. An Exception request must be included and will be reviewed in conjunction with the project's Design Review application. It is the applicant's responsibility to request relief from specific provisions of the FBSP development standards and provide justification for why standards cannot be met. It is also the applicant's responsibility to provide evidence of compliance with at least four of the conditions listed above to support the Exception request. The ~~City Council~~Planning Commission is the approving authority for all Exception requests.

Under no circumstance shall an Exception result in any of the following:

- Allow a land use not otherwise permitted or conditionally permitted in the zone
- Allow a detrimental environmental impact not adequately analyzed
- Waive payment of applicable impact fees
- Waive a specific prohibition
- Waive or modify a procedural requirement

The procedure for granting Exceptions allowed under this provision is provided in Section 23.110.150(D) of the City's Zoning Code. In granting the Exception, the City Council Planning Commission shall make the following findings:

- 1) The proposed project qualifies for an Exception by meeting at least four of the six conditions required for granting of an Exception as defined above.
- 2) The City Council Planning Commission has determined that the proposed project has adhered to the vision of the Folsom Boulevard Specific Plan to the fullest extent practicable.
- 3) The applicant has provided substantial evidence that the conditions for the Exception will be met following construction and operation of the project. Further, the applicant has agreed to conditions of approval guaranteeing these requirements will be met or exceeded throughout the life of the project.
- 4) Granting the Exception will not adversely affect the interests of the public or the interests of the residents and property owners in the vicinity of the premises in question, and shall not establish a precedent for other project requests.
- 5) Granting the Exception will not endanger the public health and safety.

E. Nonconforming Uses and Structures

The FBSP assumes changes in land use and development patterns from existing conditions over time. This section establishes special considerations and exceptions to the FBSP regulations for nonconforming land uses and structures that were legal uses or structures when first established. If the same uses or development patterns came forward today, they would be prohibited, regulated, or restricted differently under the terms of the FBSP. It is the intent of these regulations to allow the continuation of nonconforming uses and structures, with some limitations as described below.

1. Continuation, Re-Occupancy, and Maintenance of Nonconforming Uses and Structures

- a) A nonconforming use may continue to operate in perpetuity, be transferred, or be sold, provided that the use shall not be enlarged or intensified nor be expanded to occupy a greater area than it lawfully occupied before becoming nonconforming (except as provided in the Nonconforming Use Permit Procedures subsection below). Any use approved as of the date this chapter becomes effective may be carried out as approved. Any extension of such approval, for which the applicant was entitled to apply as of the effective date, may be granted according to the regulations in effect prior to the effective date; if granted, such extension will be considered the same as an approval granted before the effective date.
- b) A nonconforming structure may be maintained or improved as follows:

- **Maintenance and repair.** A nonconforming structure may be maintained and repaired.
- **Seismic retrofitting and Building Code compliance.** Repairs, alterations, or reconstruction to reinforce unreinforced masonry structures or to comply with Building Code requirements shall be allowed, provided that the work is exclusively to comply with applicable earthquake safety standards and the Building Code.
- **Structural alteration** of a nonconforming structure to improve safety or to reduce fire hazard.

2. Modification and Expansion of Nonconforming Uses and Structures

A nonconforming use or structure may be modified or expanded, subject to the provisions of the Nonconforming Use Permit Procedures subsection as follows:

- a) **Structural modification.** Addition, enlargement, extension, or relocation of a nonconforming structure may be allowed if the changes to the structure conform to applicable provisions of this Specific Plan. Such modifications may not expand the extent of the nonconforming aspect of the structure or result in any new nonconforming conditions for the subject property.
- b) **Expansion of use.** Expansion or **modification** of a nonconforming use may be allowed subject to the Nonconforming Use Permit Procedures subsection.
- c) **Exterior improvements** or expansion of structures may also require Design Review approval in keeping with the City's Zoning Code.

3. Destruction and Replacement of Nonconforming Uses and Structures

If a nonconforming structure, or a conforming structure occupied by a nonconforming use, is involuntarily damaged or destroyed, the structure may be repaired or rebuilt and reoccupied in the same manner in which it originally existed, if the restoration is started within one year of the date of the damage and is diligently pursued to completion.

4. Loss of Nonconforming Status

If a nonconforming use is discontinued for a continuous period of 18 months or more, rights to nonconforming status shall terminate. The Planning Director shall base determination of discontinuance on evidence including the removal of equipment, furniture, machinery, structures, or other components of the nonconforming use, disconnected or discontinued utilities, or no business records to document continued operation. Maintenance of a valid business license shall in and of itself not be considered a continuation of the use. Without further action by the City, any subsequent use of the site or structure shall comply with all of the

regulations of the applicable district and all other applicable provisions of this Specific Plan and relevant sections of the Zoning Code.

5. Extension of Nonconforming Use Status

A property owner may request of the Planning Director an additional 6 months' extension to the 18-month nonconforming use time period. Such a request must be supported by any of the following:

- a) Evidence of active marketing of the tenant space accompanied with regular maintenance of the property in a manner that supports such marketing efforts.
- b) A signed lease agreement and anticipated occupancy within the extension period.
- c) Issuance of a valid Building Permit for interior or exterior remodel and anticipated occupancy within the extension period.

6. Nonconforming Use Permit Procedures

- a) **Permit requirements.** A Nonconforming Use Permit is required for the expansion or modification of existing nonconforming structures or uses. The intent of this permit is to allow for individual review of requests to expand or modify a nonconforming use in a manner that ensures compatibility with surrounding areas and uses.
- b) **Approving authority.** The ~~City Council~~Planning Commission shall be the final decision-making body for all Nonconforming Use Permits.
- c) **Required findings.** A Nonconforming Use Permit shall be granted only when the designated approving authority determines that the proposed use or activity complies with all of the following findings.
 - i. The establishment, maintenance, or operation of the use expansion applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood of such use or to the general welfare of the city.
 - ii. The benefit to the public health, safety, or welfare exceeds the detriment inherent in the expansion of nonconformity.
 - iii. The modified or expanded nonconforming structure or use would not be incompatible with reasonably foreseeable uses as allowed under the applicable zoning regulations.
 - iv. The modified or expanded nonconforming structure or use would be consistent with the General Plan.

Project Review

- d) **Conditions/guarantees.** The designated approving authority may impose conditions and/or require guarantees for the Nonconforming Use Permit to ensure compliance with this section and other applicable provisions of the citywide Zoning Code and to prevent adverse or detrimental impact to surrounding neighborhoods.

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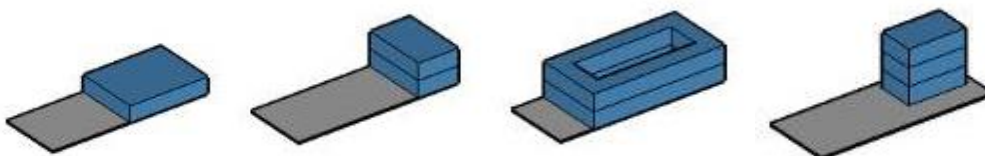


GLOSSARY

A. Terms

Floor area ratio (FAR) is defined as the gross floor area permitted on a site divided by the total gross area of the site. For example, on a site with 10,000 net square feet of land, a floor area ratio of 1.0 will allow a maximum of 10,000 gross square feet of building floor area (which may be distributed in one or more buildings and single or multiple stories). On the same site, a FAR of 1.5 would allow 15,000 square feet of floor area, a FAR of 2.0 would allow 20,000 square feet, and a FAR of 0.5 would allow only 5,000 square feet. The following illustration is provided to communicate this concept at a FAR of 0.5.

Figure 8-1. Example FAR at 0.5



Glossary

B. Use Classifications

The permitted land uses districts are unique to this Specific Plan. Where there are conflicts with existing definitions in the City's Zoning Code, the use classifications of this Specific Plan will prevail. The listing of use classifications below is organized alphabetically.

Alcoholic Beverage Sales. The retail sale of beer, wine, and/or other alcoholic beverages for consumption off-premises. On-premises consumption is not included in this definition and is considered accessory to the primary use.

Artisan Shop. A retail store selling art glass, ceramics, jewelry, and other handcrafted items and supplies needed to create finished items, where the facility includes an area for the crafting of the items being sold.

Artisanal and Specialty Manufacture, Display and Sales. The manufacture, display and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other applicable state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL).

Art, Antique, Collectable. Retail sales uses including antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectable items including sports cards and comic books. Stores selling handcrafted items that are produced on the site are defined separately as "Artisan Shops."

Auto and Vehicle Retail Sales and Rental. Retail establishments selling and/or renting automobiles, trucks, and vans. This use listing includes the sales and rental of mobile homes, recreation vehicles, and boats. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. It does not include the sale of auto parts/accessories separate from a vehicle dealership (see "Auto Parts Sales"), bicycle and moped sales (see "Retail – General"), tire recapping establishments (see "Vehicle Services – Major"), businesses dealing exclusively in used parts, (see "Recycling Facility– Scrap and Dismantling"), or "Service Stations," which are separately defined.

Auto and Vehicle Sales, Wholesale. Wholesale establishments selling new and used vehicles and used vehicle parts.

Auto and Vehicle Storage. Facilities for the storage of operative and inoperative vehicles for limited periods of time. Includes but is not limited to storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses, and recreation vehicles. Does not include vehicle dismantling or retail sales.

Auto Parts Sales. Stores selling new and used automobile parts, tires, and accessories. May also include minor parts installation (see "Vehicle Services"). Does not include tire recapping establishments, which are found under "Vehicle Services – Major" or businesses dealing exclusively in used parts, which are included under "Recycling Facility – Scrap and Dismantling."

Banks and Financial Services. Financial institutions such as banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, and investment companies. Also includes automated teller machines (ATM) that are attached or stand-alone.

Bars and Nightclubs. Any bar, cocktail lounge, discotheque, or similar establishment, which may also provide live entertainment (e.g., music and/or dancing, comedy) in conjunction with alcoholic beverage sales. These facilities do not include bars that are part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Bars and nightclubs may include outdoor food and beverage areas.

Bed and Breakfast. A residential structure with one family in permanent residence with up to five bedrooms rented for overnight lodging, where meals may be provided subject to applicable Health Department regulations. A bed and breakfast inn with more than five guest rooms is considered a hotel or motel and is included under the definition of "Hotels/Motels."

Brewery, Winery, Distillery. A facility where specific alcoholic beverages are manufactured. A tasting room is permissible as part of the onsite manufacturing of alcoholic beverages for the brewery, winery or distillery that has been licensed by Alcoholic Beverage Control. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control (ABC). All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits.

Brew Pub. An establishment that produces ales, beers, meads, hard ciders, and/or similar beverages to serve on-site. Sale of beverages for off-site consumption is also permitted in keeping with the regulations of the Alcoholic Beverage Control. Service of brewed beverages must be in conjunction with the service of food. Manufacturing activities shall occur entirely within an enclosed building or outdoor work area screened from public view and be separated from the restaurant portion of the facility by applicable Building Codes. All beverage tasting shall occur within the restaurant portion of the facility. Brew pubs may not produce more than 5,000 barrels of beverage (all types of beverage combined) annually. May also include the wholesale distribution of beverages for off-site consumption.

Building Materials Stores and Yards. Retail establishments selling lumber and other large building materials, where most display and sales occur indoors. Includes stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air conditioning equipment and supplies are classified in "Warehousing and Distribution." Hardware stores are listed in the definition of "Retail – General," even if they sell some building materials. Also see "Home Improvement Supplies" for smaller specialty stores.

Glossary

Business Support Services. Establishments primarily within buildings, providing other businesses with services such as maintenance, repair and service, testing, rental, etc. Other support services include but are not limited to equipment repair services (except vehicle repair, see "Vehicle Services – Major"), commercial art and design (production), computer-related services (rental, repair), copying, quick printing, and blueprinting services (other than those defined as "Printing and Publishing"), equipment rental businesses within buildings (a rental yard is a "Storage Yard"), film processing laboratories, heavy equipment repair services where repair occurs on the client site, janitorial services, mail advertising services (reproduction and shipping), mailbox services, other "heavy service" business services, outdoor advertising services, and photocopying and photofinishing.

Card Room. Gambling establishments that offer card games for play by the public.

Caretaker Housing. A residence that is accessory to a nonresidential primary use of the site, where needed for security, 24-hour care or supervision, or monitoring of facilities, equipment, or other conditions on the site.

Car Wash and Detailing. Permanent, drive-through, self-service, and/or attended car washing establishments, including fully mechanized facilities. May include detailing services. Temporary car washes are typically fundraising activities generally conducted at a service station or other automotive-related business, where volunteers wash vehicles by hand, and the duration of the event is limited to one day, and are not part of this use classification.

Check Cashing Business. An establishment that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving a similar purpose. Also includes establishments primarily engaged in cashing payroll or personal checks for a fee or advancing funds on future checks. This classification does not include a state or federally chartered bank, savings association, credit union or similar financial institution (see "Banks and financial services").

Child Day Care Facility. A State-licensed facility which provides nonmedical, care, protection, and supervision to more than 14 children under 18 years of age on a less than 24-hour basis. Commercial or nonprofit child day care facilities include infant centers, preschools, sick-child centers, and school-age day care facilities. These may be operated in conjunction with a school or church facility or as an independent land use. Also see "Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care)."

Clubs, Lodges, and Private Meeting Halls. Permanent meeting facilities for organizations operating on a membership basis for the promotion of the interests of the members (e.g., business associations, civic, social and fraternal organizations, labor unions and similar organizations, political organizations, professional membership organizations).

Community Center. Multipurpose meeting and recreational facility typically consisting of one or more meeting or multipurpose rooms, kitchen, and/or outdoor barbecue facilities that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

Community Garden. A privately or publicly owned vacant parcel of land used by the community or a neighborhood for the growing of fruits, vegetables, and culinary herbs for personal consumption and/or to be offered for sale on site or at a local Certified Farmers Market.

Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care). This classification includes Adult Day Care, Family Day Care – Small, and Residential Care Home as defined by the State. Generally, these homes provides supervision and nonmedical care to six or fewer persons, in the provider's own home, on a less than 24-hour basis.

Drive-In and Drive-Through Sales and Services. Facilities where food or other products and services may be obtained by motorists without leaving their vehicles. These facilities include but are not limited to fast-food restaurants, drive-through coffee, dairy product, photo stores, drive-up bank teller windows, and dry cleaners. Does not include automatic teller machines (ATMs), automobile service stations, or car washes, which are separately defined.

Dwelling, Multifamily. A building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord (e.g., apartment, apartment house, townhouse, condominium).

Dwelling, Second Unit. An attached or detached dwelling unit which provides complete independent living facilities for one or more persons, with permanent provisions for living, sleeping, eating, cooking, and sanitation sited on the same parcel as the primary dwelling unit. This definition includes granny flats.

Dwelling, Single-Family. A building designed exclusively for occupancy by one family on one or more lots. This classification includes manufactured homes (defined in California Health and Safety Code Section 18007) and model homes for the first sale of homes within the subdivision.

Dwelling, Two-Family. An attached building (e.g., duplex) designed for occupancy by two families living independently of each other, where both dwellings are located on a single lot. This definition also includes halfplexes (two attached units, each with a separate lot). More than one two-family dwelling may be located on a single lot consistent with the density provisions of the General Plan. Does not include second dwelling units.

Emergency Shelter. Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

Event and Office Equipment Sales and Rental. Service establishments which may offer a wide variety of materials and equipment for rental (e.g., event table and chairs, portable dance floors, office equipment).

Family Day Care Home – Large. A State-licensed facility that provides nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally for 7 to 14 children. As described in the California Health and Safety Code, large day care homes may provide services for up to 16 children when specific conditions are met.

Glossary

Fuel Storage and Distribution. A large-scale facility where fuel (such as propane and gasoline) is stored and distributed without retail sales.

Grocery Store/supermarket. A retail business of more than 15,000 square feet in size where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store. These full-service businesses do not typically have limited hours of operation. See separate listing for "Neighborhood Market".

Heliport. A designated, marked area on the ground or on the top of a structure where helicopters may land at any time.

Home Improvement Supplies. Establishments (retail or wholesale) that sell kitchen, bath, furnishings, carpeting, and other home-oriented supplies. Other retail uses are permitted if accessory to the primary use. These uses may include an expansive showroom. This category does not include the sale of lumber and does not permit the outdoor display of merchandise. This use classification is a subcategory of the larger Building Materials Stores and Yards use classification and may be combined with or separate from such uses.

Home Occupation. The conduct of business within a dwelling unit or residential site, employing occupants of the dwelling, with the business activity being subordinate to the residential use of the property.

Hotels/Motels. Facilities with guest rooms or suites, provided with or without kitchen facilities, rented to the general public for transient lodging (less than 30 days). Hotels provide access to most guest rooms from an interior walkway, and typically include a variety of services in addition to lodging (e.g., restaurants, meeting facilities, personal services). Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

Indoor Amusement/Entertainment Facilities. Establishments providing indoor amusement and entertainment services for a fee or admission charge (e.g., dance halls and ballrooms, electronic game arcades). Four or more electronic games or coin-operated amusements in any establishment, or a premises where 50 percent or more of the floor area is occupied by amusement devices, are considered an electronic game arcade; three or less machines are considered accessory to the primary use of the site.

Indoor Fitness and Sports Facilities. Predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include bowling alleys, billiard parlors, ice/roller skating rinks, indoor racquetball courts, indoor climbing facilities, soccer areas, athletic clubs, and health clubs. This use does not include special studios not a part of an athletic or health club (e.g., karate studio, dance studio, etc.). Also see "Schools – Private and Special/Studio."

Kennels. These facilities provide boarding of animals. May also include day-time boarding and activity for animals (e.g., "doggie day care").

Libraries, Museums, and Similar Facilities. Public or quasi-public facilities such as aquariums, arboretums, art exhibitions, botanical gardens, historic sites and exhibits, libraries, museums, and planetariums, which are generally noncommercial in nature.

Live-Work Facility. Rowhouse or conventional house with the first story or the front of the home available as a commercial space. The commercial space may be independently leased or used by an occupant of the residential unit. The building construction must meet the building and fire code based on the use type. The work space shall contain an active use and not be used exclusively for storage or warehousing. For example, the unit may include:

- First-floor storefront for retail or service business activity;
- Restaurant, café, or catering establishment with a complete kitchen and sanitary facilities;
- Minor fabrication activities (e.g., carpentry, light welding, print shop, artist studio); and
- Office space.

Manufacturing – Major. Manufacturing, fabrication, processing, and assembly of materials in a raw form. Uses in this category typically create greater than usual amounts of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on-site or on an adjacent site. Uses include but are not limited to batch plants, rendering plants, aggregate processing facilities, plastics and rubber products manufacturing. Also see “Manufacturing – Minor” and “Manufacturing – Small-Scale.”

Manufacturing – Minor. Manufacturing, fabrication, processing, and assembly of materials from parts that are already in processed form and that, in their maintenance, assembly, manufacture, or plant operation, do not create excessive amounts of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on-site or on an adjacent site. Uses include but are not limited to furniture manufacturing and cabinet shops, laundry and dry cleaning plants, metal products fabrication, food and beverage manufacturing, etc. Also see “Manufacturing – Major” and “Manufacturing – Small-Scale.”

Manufacturing – Small-Scale. Establishments manufacturing and/or assembling small products primarily by hand, including but not limited to jewelry, pottery, and other ceramics, as well as small glass and metal art and craft products. Also see “Manufacturing – Major” and “Manufacturing – Minor.”

Massage Parlor. An establishment where the primary service is to provide massages to customers. This does not include businesses where massage is a secondary use such as a beauty salon or chiropractor’s office.

Medical Services – Extended Care. Residential facilities providing nursing and health-related care as a primary use with inpatient beds, including but not limited to board and care homes, convalescent and rest homes, extended care facilities, skilled nursing facilities. Long-term personal care facilities that do not emphasize medical treatment are included under “Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care).”

Medical Services – General. Facilities primarily engaged in furnishing outpatient medical, mental health, surgical, and other personal health services, but which are separate from hospitals (e.g., medical and dental laboratories, medical, dental and psychiatric offices, outpatient care facilities, allied health service). Counseling services by other than medical doctors or psychiatrists are included under “Offices – Business and Professional.”

Medical Services – Hospitals. Hospitals and similar facilities engaged primarily in providing diagnostic services, and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses (see the separate definition of “Retail – Accessory”), and emergency heliports.

Neighborhood Market. A pedestrian-oriented grocery/specialty market store offering food products packaged for preparation and consumption away from the site of the store and oriented to the daily shopping needs of surrounding residential areas. Neighborhood markets are more than 5,000 square feet and less than 15,000 square feet in size and operate less than 18 hours per day. Neighborhood markets may include deli services that are ancillary to the market/grocery portion of the use. See also “Grocery store/supermarket”.

Offices – Accessory. Offices that are accessory to another business or sales activity that is the primary use. This does not apply to incidental office space that is part of the primary tenant space. The qualification criteria for this definition are that the floor area of the accessory office use shall not exceed 50 percent of the total net habitable or leasable floor area of the primary tenant space.

Offices – Business and Professional. This use listing includes offices of administrative businesses providing direct services to consumers (e.g., insurance companies, utility companies), government agency and service facilities (e.g., post office, civic center), professional offices (e.g., accounting, attorneys, employment, public relations), and offices engaged in the production of intellectual property (e.g., advertising, architectural, computer programming, photography studios). This use does not include medical offices (see “Medical Services – General”), temporary offices (see “Offices – Temporary”), or offices that are incidental and accessory to another business or sales activity that is the primary use (see “Offices – Accessory”). Outdoor storage of materials is prohibited.

Outdoor Commercial Recreation. Facility for various outdoor participant sports and types of recreation where a fee is charged for use (e.g., amphitheaters, amusement and theme parks, golf driving ranges, health and athletic club with outdoor facilities, miniature golf courses, skateboard parks, stadiums and coliseums, swim and tennis clubs, water slides, zoos).

Park and Ride Facility. A designated area where a vehicle may be left in order to carpool with other commuters or to ride public transit.

Parks and Public Plazas. Public parks including playgrounds and athletic fields/courts and public plazas and outdoor gathering places for community use. If privately owned and restricted to the

public (e.g., require payment of fee), the same facilities are included under the definition of "Outdoor Commercial Recreation."

Pawn Shop. Any room, store, building, or other place in which the business of pawn brokering, or the business of lending money upon personal property, pawns or pledges, or the business of purchasing articles from vendors or their assignees at prices agreed upon at or before the time of such purchase, is engaged in, carried on, or conducted.

Personal Services. Establishments providing nonmedical services as a primary use, including but not limited to barber and beauty shops, -permanent makeup application, clothing rental, dry cleaning pick-up stores with limited equipment, home electronics and small appliance repair, laundromats (self-service laundries), shoe repair shops, and tailors. These uses may also include accessory retail sales of products related to the services provided, massage parlors, spas and hot tubs for rent, and tanning salons.

Printing and Publishing. Establishments engaged in printing by letterpress, lithography, gravure, screen, offset, or electrostatic (xerographic) copying, and other establishments serving the printing trade including bookbinding, typesetting, engraving, photoengraving, and electrotyping. This use also includes establishments that publish newspapers, books, and periodicals, and establishments manufacturing business forms and binding devices. Does not include "quick printing" services or desktop publishing, which are included in "Business Support Services."

Public Safety Facility. A facility operated by public agencies including fire stations, other fire prevention and firefighting facilities, and police and sheriff substations and headquarters, including interim incarceration facilities.

Recycling Facility – Collection. A recycling facility used for the acceptance by donation, redemption, or purchase of recyclable materials from the public that does not occupy more than 500 square feet. This classification may include a mobile unit, kiosk-type units that may include permanent structures, and unattended containers placed for the donation of recyclable materials. This also includes so-called "reverse vending machines," an automated mechanical device that accepts one or more types of empty beverage containers including, but not limited to, aluminum cans, glass bottles and plastic bottles, and issues a cash refund or a redeemable credit slip with value of not less than the container's redemption value as determined by the state.

Recycling Facility – Processing. A recycling facility located in a building or enclosed space and used for the collection and processing of recyclable materials. Processing means the preparation of material for efficient shipment or to an end-user's specifications by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing.

Recycling Facility – Scrap and Dismantling. Uses engaged in the assembling, breaking up, sorting, temporary storage, and distribution of recyclable or reusable scrap and waste materials, including the dismantling or wrecking of automobiles or other motor vehicles, and/or the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking. The

Glossary

presence on any lot or parcel of land of five or more inoperable vehicles from which parts have been or are to be removed for reuse or sale shall constitute prima facie evidence of an automobile wrecking yard. This use does not include landfills or other terminal waste disposal sites.

Religious Institutions. Facilities operated by religious organizations for worship or the promotion of religious activities (e.g., churches, mosques, synagogues, temples) and accessory uses on the same site (e.g., living quarters for ministers and staff, child day care facilities which where authorized in conjunction with the primary use). Other establishments maintained by religious organizations, such as full-time educational institutions, hospitals, and other potentially related operations (e.g., recreational camp), are classified according to their respective activities.

Research and Development. Indoor facilities for scientific research and the design, development, and testing of electrical, electronic, magnetic, optical, and mechanical components in advance of product manufacturing, that are not associated with a manufacturing facility on the same site. Includes but is not limited to chemical and biotechnology research and development. Does not include computer software companies (see "Offices – Business and Professional"), soils and other materials testing laboratories (see "Business Support Services"), or medical laboratories (see "Medical Services – General").

Restaurant. A retail business selling food and beverages prepared and/or served on the site, for on- or off-premise consumption. These include eating establishments where customers are served from a walk-up ordering counter for either on- or off-premise consumption, and establishments where most customers are served food at tables for on-premise consumption, but may include providing food for take-out. Also includes coffee houses and accessory cafeterias as part of office and industrial uses.

Retail – Accessory. The retail sales of various products (including food service) in a store or similar facility that is located within a health care, hotel, office, or industrial complex. These uses include but are not limited to pharmacies, gift shops, and food service establishments within hospitals, and convenience stores and food service establishments within hotel, office, and industrial complexes. This use category also includes retail associated with industrial uses for the products sold, distributed, or manufactured on-site. Such retail area shall not exceed 25 percent of the total square footage of the tenant space of a single-use development or the combined floor area of an integrated development in a mixed-use project.

Retail – General. Stores and shops selling multiple lines of merchandise. These stores and lines of merchandise include but are not limited to art galleries, bakeries (all production in support of on-site sales), clothing and accessories, collectibles, consignment stores, department stores, drug and discount stores, dry goods, fabrics and sewing supplies, florists and houseplant stores, furniture, home furnishings and equipment, general stores, gift shops, hardware, hobby materials, musical instruments, parts and accessories, newsstands, pet supplies specialty shops, sporting goods and equipment, stationery, and variety stores.

Schools – Private and Special/Studio. Includes private educational institutions (e.g., boarding schools, business, secretarial, and vocational schools, colleges and universities, establishments

providing courses by mail or online) and special schools/studios (e.g., art, ballet and other dance, computers and electronics, drama, driver education, language, music, photography). Also includes facilities, institutions, and conference centers that offer specialized programs in personal growth and development (e.g., fitness training studios, gymnastics instruction and aerobics and gymnastics studios, environmental awareness, arts, communications, management). Also see "Indoor Fitness and Sports Facilities."

Schools – Public. Public educational institutions such as community colleges, universities, elementary schools, middle/junior high schools, high schools, and military academies.

Service Station. A retail business selling gasoline or other motor vehicle fuels, which may include a convenience store and/or self-service car wash. Vehicle services which are incidental to fuel and car wash services are included under "Vehicle Services – Minor."

Sexually Oriented Business. Adult bookstores, adult motion picture theaters, adult live theaters, adult video stores, or any establishment that consists of a combination of such uses. An adult bookstore is a building or a portion thereof used by an establishment either (A) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of books, magazines, or other publications, is devoted to the sale of books, magazines, or other publications which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (B) where 25 percent or more of the total number of books, magazines, or other publications offered for sale to the public consist of books, magazines, or other publications which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18. An adult motion picture theater is a building or portion thereof or an area, open or enclosed, which regularly features motion pictures distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 or specified anatomical areas as defined in RCMC 23.919.060. An adult live theater is a building or portion thereof or an area, open or enclosed, which regularly features live performances distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 or specified anatomical areas as defined in RCMC 23.919.060 for observation by patrons or customers. An adult video store is a building or portion thereof used by an establishment either (A) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of videos, is devoted to the sale or rental of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (B) where 25 percent or more of the total number of videos offered for sale or rental to the public consist of videos which are distinguished or characterized by their emphasis on matters explicitly depicting,

Glossary

describing, or relating to specified sexual activities as defined in RCMC 23.919.060, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18.

Smoke Shop. An establishment selling smoking, drug, and/or traditional or electronic tobacco paraphernalia or devotes 15 percent or more of the total floor area to selling tobacco products. Limited sales of tobacco products that commonly occur within convenience stores or service stations are not included in this definition.

Storage, Personal. A structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand.

Storage Yard. The storage of various materials outside of a structure other than fencing, either as an accessory use or a principal use.

Storage, Warehouse. A facility for the storage of furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include warehouse, storage, or mini-storage facilities offered for rent or lease to the general public (see "Storage, personal storage facility") or warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see "Wholesaling and distribution").

Tasting Room, Off-site. A facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a stand-alone retail use. Food preparation is not permitted. Pre-packaged foods may be sold on premises. Patrons may carry food onsite for personal consumption. Tasting rooms must comply with the retail hours of operation of 10:00 AM to 10:00 PM. On-site tasting rooms are included as an accessory use in "Artisanal and Specialty Manufacture, Display and Sales" or "Brewery, Winery, Distillery". Any facility not operating with these standards is considered "Bars and Nightclubs".

Tattoo Parlor. Any establishment that engages in the business of tattooing and/or branding human beings.

Telecommunications Facility. Facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices, including a transmission tower, antenna, and or other facility designed or used for that purpose. Amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not telecommunication facilities.

Theatres and Auditoriums. Indoor facilities for public assembly and group entertainment, other than sporting events (e.g., civic theaters, facilities for "live" theater and concerts, exhibition and

convention halls, motion picture theaters, auditoriums). Does not include outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events; see "Outdoor Commercial Recreation."

Thrift Store. A retail establishment selling secondhand goods donated by members of the public.

Transit Stations and Terminals. Passenger stations for vehicular and rail mass transit systems; also terminal facilities providing maintenance and service for the vehicles operated in the transit system. Includes buses, taxis, railway, etc.

Utility Facility and Infrastructure. This includes fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: electrical substations and switching stations, natural gas regulating and distribution facilities, public water system wells, treatment plants and storage, telephone switching facilities, wastewater treatment plants, settling ponds and disposal fields. These uses do not include office or customer service centers (classified in "Offices"), or equipment and material storage yards.

Vehicle Services – Major. The repair, alteration, restoration, towing, painting, cleaning (e.g., attended car washes), or finishing of automobiles, trucks, recreational vehicles, boats, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. This use includes major repair and body work-repair facilities dealing with entire vehicles; such establishments typically provide towing, collision repair, other body work, and painting services and may also include tire recapping establishments.

Vehicle Services – Minor. Minor facilities specializing in limited aspects of repair and maintenance (e.g., muffler and radiator shops, quick-lube, smog check, self-service car wash). Does not include repair shops that are part of a vehicle dealership on the same site (see "Auto and Vehicle Sales") or automobile dismantling yards, which are included under "Recycling Facility – Scrap and Dismantling."

Veterinary Facility. A building that is primarily enclosed, containing only enough cage arrangements as necessary to provide veterinary services for domestic and exotic animals requiring acute medical or surgical care with accessory outdoor use that provides long-term medical care. Grooming and boarding of animals is allowed only if accessory to the facility use.

Wholesaling and Distribution. Establishments engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm, or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. Includes such establishments as agents, merchandise or commodity brokers, and commission merchants, assemblers, buyers and associations engaged in the cooperative marketing of farm products, merchant wholesalers, and stores primarily selling electrical, plumbing, and heating and air conditioning supplies and equipment.

MEMORANDUM



ITEM 18.2.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Russell Ducharme, Neighborhood Services Manager
SUBJECT: **AN ORDINANCE AMENDING TITLE 4, CHAPTER 4.54 REGULATIONS AND PROHIBITIONS, AND TITLE 9, CHAPTER 9.36 PARK REGULATIONS OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING THE REGULATION OF SOCIAL HOST FIREWORKS AND THE REGULATION OF ILLEGAL FIREWORKS IN PARKS**

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 4, Chapter 4.54 Regulations and Prohibitions, and Title 9, Chapter 9.36 Park Regulations of the Rancho Cordova Municipal Code regarding the regulation of social host fireworks and the regulation of illegal fireworks in parks.

BACKGROUND

California-approved "Safe and Sane" fireworks are currently allowed in nearly 300 communities across the State, including all communities in Sacramento County. Safe and Sane fireworks emit noise, smoke, sparks, and flames, but they are not explosive, not aerially launched and are tested and approved by the Office of the State Fire Marshall. Fireworks sales and usage is currently limited to June 28 through July 4.

State law generally requires that a law enforcement officer personally observe the actual person discharging illegal fireworks prior to issuing a citation. Host liability shifts and broadens the focus of enforcement from the person actually engaging in a prohibited activity to include the person providing them with a place to commit the crime. Under the City's host liability ordinance, "host" or "social host" means a person who permits or allows a gathering or person at their place of residence or other private property or any place under their control, specifically:

1. Is in charge of private property, including but not limited to, an owner, tenant, landlord, or property manager of the property; or
2. Organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity

on the property.

The rationale behind the City's social host ordinance is as follows. Typically, it is not difficult for enforcement officers to identify the specific location an aerial firework originates. The challenge lies in identifying the specific individual user or possessor of the firework. The "Social Host Liability" ordinance concept greatly simplifies this difficulty and allows an officer to focus on a particular person (or multiple persons) responsible for the property or event. In the City's first two years after adoption, we had a significant increase in enforcing the use of illegal fireworks. In addition, the City will continue to use non-enforcement methods to reduce illegal fireworks, including social media outreach to inform the public of its existence and potential penalties.

Host Liability:

The City of Rancho Cordova (the "City") adopted Section 4.54.305 of the Rancho Cordova Municipal Code in 2021. Section 4.54.305 made it a misdemeanor for a person to host unlawful ignitions, explosions, discharges, uses, or displays, such as fireworks, on their property or at their social gathering. The County of Sacramento adopted Ordinance No. 1692 § 2 in 2022, which amended the Sacramento County Code to create social host liability for persons whose property or gathering involves the unlawful use of fireworks.

Staff periodically recommends to the City Council updates to the City's fireworks regulations to ensure greater consistency between penalties within the City of Rancho Cordova and those adopted by other jurisdictions in the greater Sacramento area, to enhance fire safety, and to ensure the use of fireworks in the City is regulated appropriately.

Parks:

Section 9.36.059 of the Rancho Cordova Municipal Code prohibits the possession or ignition of any firecracker or fireworks in a park managed, controlled, or operated by the City. Section 9.36.059 was last amended by Ordinance No. 38-2007 in 2007.

Staff recommends that the City update this section to provide for an administrative penalty for violation of this section.

The proposed amendments to the City's Municipal Code would achieve the following:

- Limits the time that "safe and sane" "fireworks" can be possessed, sold, used, or displayed within the hours of 12:00 noon on June 28, and ending at 9:00 p.m. on July 4.
- Limits the time that "safe and sane" "fireworks" can be sold to 12:00 noon on June 28 and ending at 9:00 p.m. on July 4 of the same year.
- Allows a licensee's spouse, parents, or adult children to operate a "safe and sane" fireworks stand to ensure consistency with the County's Ordinance.
- The City will be responsible for approving an information sheet on the safe use and disposal of fireworks that licensees are required to hand out after purchases.
- Establish penalties for a second or third violation of the City's host liability fireworks Ordinance of \$2,500 for the second violation within one year of the first violation; and \$5,000 for each additional violation within one year of the first violation.
- Create an administrative penalty for violations of Section 9.36.059 of \$10,000.

FISCAL IMPACT AND FUNDING SOURCE

The fiscal impact of this Ordinance would be revenue for the City due to increased fines. The City would receive \$10,000 for each violation occurring in a City park; fines for second and third

violations will increase by \$1,500 and \$4,000, respectively. This money will go into the City's General Fund and can be used for any lawful purpose.

ATTACHMENT(S)

1. Ordinance
2. Track Changes

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING TITLE 4 (BUSINESS REGULATION), CHAPTER 4.54 REGULATIONS AND PROHIBITIONS AND TITLE 9 (PUBLIC PEACE, MORALS AND SAFETY), CHAPTER 9.36 PARK REGULATIONS

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

Section 1. Purpose and Declarations.

WHEREAS, the City Council finds that California Health and Safety Code Section 12500 et seq. accords local governments an important role in regulating the sale and use of fireworks in the state; and

WHEREAS, “Safe and Sane” fireworks, as defined by Health and Safety Code Section 12529, are currently allowed in nearly 300 communities across the state, including all communities in Sacramento County; and

WHEREAS, fireworks sales and usage in the City of Rancho Cordova is currently limited to June 28 through July 4; and

WHEREAS, State law generally requires that a law enforcement officer personally observe the actual person discharging illegal fireworks prior to issuing a citation; and

WHEREAS, the City of Rancho Cordova has adopted a “Host Liability” Ordinance which shifts and broadens the focus of fireworks enforcement from the person actually engaging in a prohibited activity to include the person providing them a place to commit the crime; and

WHEREAS, the Rancho Cordova Municipal Code defines a “host” or “social host” as a person who is in charge of private property, including but not limited to, an owner, tenant, landlord, or property manager of the property, or a person who organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on the property; and

WHEREAS, under the Rancho Cordova Municipal Code’s “Host Liability” Ordinance such a host can be held strictly liable for any unlawful ignition, explosion, discharge, use, or display of any fireworks in violation of this section on their property or at their gathering; and

WHEREAS, a violation of the “Host Liability” Ordinance is punishable by a fine not exceeding \$1,000 or imprisonment in the county jail for not more than six months, or both; and

WHEREAS, the County of Sacramento has enhanced scope of host liability to discharges of fireworks in a public right of way adjacent to a property the host owns or controls, is enhancing penalties for second and third violations of its Host Liability Ordinance and has set additional administrative fines for discharges of fireworks in parks located in unincorporated areas of the County.

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, “[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 provide clarification of uses, standards and/or enforcement procedures, address inconsistencies or 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. 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.

Section 3. Amendments to Title 4 Business Regulations

Section 4.54.300 (“GENERAL PROHIBITION AGAINST POSSESSION, SALE OR USE OF FIREWORKS”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

Except as otherwise provided in this article, no person shall possess, sell, use, display or explode any rocket, firecracker, Roman candle, squib, torpedo, torpedo cane, fire balloon, wire core sparkler, wooden core sparkler, black cartridge or other combustible device or explosive substance or any kind of fireworks, by whatsoever name known, within the city. These items, as well as any “safe and sane fireworks” possessed, sold, used, or displayed outside of the purposes of this Article, “Fireworks” has the same meaning as in California Health and Safety Code section 12511.

Section 4.54.305 (“HOST LIABILITY”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

A. The term “host” in this section shall mean the person who:

1. Is in charge of private property, including but not limited to, an owner, tenant, landlord, or property manager of the property; or

2. Organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on the property.

B. The term “strictly liable” in this section shall mean liability for a wrongful act regardless of a person’s intent, knowledge, negligence, or lack thereof in committing the wrongful act.

C. Any host shall be strictly liable for any unlawful ignition, explosion, discharge, use, or display of any fireworks in violation of this section on their property or at their gathering, except that no person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this section occurring in the common area of the property or in an adjacent public right-of-way in an unauthorized or dangerous manner, unless the person hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering at which the violation occurs.

D. Any person having the care, custody, or control of a minor shall be strictly liable for any unlawful ignition, explosion, discharge, use, or display of fireworks by the minor in violation of this section.

E. Except as provided in subsection (F) of this section, no host shall permit or allow another person on private property or at a gathering on public property, where the host knows or reasonably should know that the person is engaged in a violation of this section.

F. The provisions of this section shall not apply to:

1. Conduct involving display, use, or discharge of fireworks as permitted under federal or state law;

2. A host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or terminating the activity in order to comply with this section, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this section;

3. No host shall aid or abet another person’s violation of a provision of this section in a public right-of-way adjacent to the host’s private property. A host aids and abets another person’s violation of a provision of this section if he or she knows of the other person’s unlawful purpose and the host specifically intends to, and does, in fact, aid, facilitate, promote, encourage, or instigate the other person’s commission of that violation.

G. A violation of this section shall be charged as a misdemeanor punishable by a fine or imprisonment in the county jail for not more than six months, or both. In addition to any other remedy allowed by law, any host who violates this section is subject to all remedies available pursuant to RCMC 1.01.190. Violations of this section are declared to be a public nuisance. Any host who violates this section is liable for all the response costs relating to the violation. Any fines pursuant to this section, if delinquent, may be recoverable by property lien or special assessment pursuant to RCMC 1.01.200.

A violation of this section is subject to an administrative fine as follows

1. \$1,000 for first violation;
2. \$2,500 for second violation within one year of the first violation;
3. \$5,000 for each additional violation within one year of the first violation
4. \$10,000 for each violation which occurs on school properties

H. Unless otherwise noted, the provisions of Chapter 16.18, Article XIV RCMC shall also apply to this section.

Section 4.54.320 ("EXCEPTION- 'SAFE AND SANE FIREWORKS'") of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

- a. "Safe and sane fireworks" has the same meaning as in California Health and Safety Code section 12529.
- b. It shall not be unlawful to possess, ~~sell~~, use, display or discharge within the city those fireworks as are defined and classified as "safe and sane fireworks" in Part 2 (commencing with Section 12500) of Division 11 of the California Health and Safety Code during that time period beginning at 12:00 noon on June 28 and ending at 10:00 p.m. on July 4 of the same year. However, during this time period, use, display or discharge of "safe and sane fireworks" is prohibited from the hours of 10:00 p.m. through 9:00 a.m.
- c. It shall not be unlawful to sell "safe and sane fireworks" within the city during the time period beginning at 12:00 noon on June 28 and ending at 9:00 p.m. on July 4 of the same year.

Section 4.54.340 ("WHOLESALE STORAGE OF FIREWORKS") of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

The wholesale storage of fireworks shall be unlawful in the city without valid permits for such storage from the fire district and the city's building department. Any such storage is limited to the period from June 1st through July 14th of each year.

Section 4.54.350 ("LICENSE RESTRICTED") of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

A. No city business license authorizing the sale of "safe and sane fireworks" shall be issued to any person, firm, corporation, organization or group other than:

1. A nonprofit organization or group organized primarily for civic betterment and/or charitable purposes having status as a Section 501(c) organization under the Internal Revenue Code and as a Section 23701(d) organization under the Revenue and Taxation Code of the state of California; provided, that the organization or group satisfies the following criteria:
 - a. It has its principal and permanent meeting place in the city of Rancho Cordova or its adopted planning area;
 - b. It has been organized and established in the city of Rancho Cordova or its adopted planning area for a continuous period of at least one year immediately preceding the application for a permit; and
 - c. It has a bona fide membership of at least 20 members.

The city reserves the right to require the applicant to submit a roster based on complaints or allegations of noncompliance with city policy; or

2. An organization affiliated with and officially recognized by an elementary, junior high and/or high school and/or school district and/or school district that services in whole or in part the residents of Rancho Cordova or a religious nonprofit elementary, junior high and/or high school located within the planning area of Rancho Cordova.

B. No organization shall submit more than two applications for licenses to sell fireworks within the city. Submittal of more than two such applications shall be grounds for denial of all applications.

C. City business licenses authorizing the sale of “safe and sane fireworks” shall not be transferable to another organization.

D. Transfer of temporary stands from the location for which the license was initially issued may be made; provided, that the application is made to the city’s director of finance (“finance director”) on or before June 1st; provided further, that any such location change has been approved in writing by the fire chief, the chief of police, and the city’s chief building official, and otherwise complies with all provisions of this article regulating the location of temporary fireworks stands.

4.54.380 (“OPERATION OF STAND”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read:

A. All organizations must obtain a fireworks retail license issued by the State Fire Marshal under Section 12574 of the Health and Safety Code of the state of California.

B. No person shall sell fireworks to any person under the age of 18. Proof that the fireworks stand operator/organization demanded, was shown and acted in reliance upon bona fide evidence of age and identity in any sale of fireworks forbidden by this article shall be a defense for any proceedings for suspension or revocation of its permit or any criminal proceedings for violations of this article. For purposes of this section, bona fide evidence of age and identity of purchaser is a document issued by a federal, state, county or municipal government that contains a photograph of the purchaser including, but not limited to, a valid California driver’s license or identification card issued to a member of the Armed Forces.

C. Sale of fireworks shall begin no earlier than 12:00 noon on June 28 and shall not continue after 9:00 p.m. on July 4 of the same year. Sale of fireworks shall be permitted only from 9:00 a.m. to 10:00 p.m. daily.

D. No person other than the licensee organization or the spouses, parents or adult children of such members shall operate the stand for which the license is issued.

E. No person under the age of 18 shall sell or participate in the sale of fireworks.

F. Merchandise shall be displayed in such a manner that it cannot be handled by patrons reaching over the selling counter or through other openings in the stand. A suitable shelf or counter may be required in order to comply with this requirement so that patrons will not be able to reach merchandise over the top of the counter.

G. The business license to sell fireworks issued by the city and the retail license issued by the State Fire Marshal must be prominently displayed inside the booth at all times.

H. No person shall be paid any consideration by the licensee or any wholesale distributor of “safe and sane fireworks” for selling or otherwise participating in the sale of fireworks at such stand; provided, however, that compensation may be paid for security personnel during non sale hours and to the party authorizing location of the stand on its property.

I. At the time of purchase, each customer shall be given a city-approved information sheet on the safe use and disposal of fireworks.

J. Fireworks stands shall be removed from the temporary locations by noon on July 14, and all accompanying litter shall be cleared from such locations by that date and time.

Section 4.54.390 (“TEMPORARY FIREWORKS STAND”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal code is hereby amended to read as follows:

All retail sales of “safe and sane fireworks” shall be permitted only from within a temporary fireworks stand, and the sale from any other building or structure is hereby prohibited.

Temporary stands shall be subject to the following provisions:

A. No fireworks stand shall be located within 25 feet of any other building or within 100 feet of any gasoline pump or distribution point.

B. Fireworks stands need not comply with the provisions of the building code of the city; provided, however, that stands that need any electrical installations shall apply for all necessary permits and comply with all applicable codes and shall be subject to inspection and approval by the chief building official, or his or her designee.

C. No stand shall have a floor area in excess of 750 square feet.

D. Each stand shall have at least two exits. Each stand in excess of 40 feet in length shall have at least three exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between exits exceed 20 feet. Exit doors shall be not less than 24 inches wide and six feet and two inches in height and shall swing in the direction of exit travel. No supplies or other materials shall be stored in front of exit doors. All exit doors shall remain unlocked whenever the stand is occupied.

E. The aisle or passageway in the fireworks stand must be kept clear and unobstructed so as not to impede anyone leaving the stand in an emergency.

F. Each stand shall be equipped with a minimum of two two-and-one-half-gallon water-type (minimum rating 2A) fire extinguishers in good working order and easily accessible for use in case of fire.

G. Fireworks stands shall be located on property zoned SC, LC, GC, AC, TC, M-1 or M-2 or in any other zoning classification if the fire chief certifies in writing to the finance director or his or her designee that the operation of a fireworks location in such other zoning classification will not endanger the health and safety of the community or create a fire hazard to surrounding properties.

Section 4.54.400 (“GENERAL REQUIREMENTS FOR LICENSEES”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code shall be amended to read as follows:

A. Stands shall not be located closer than 600 feet apart, unless separated by a principal arterial roadway.

B. All weeds and combustible material shall be cleared from the location of the stand to a distance of at least 25 feet surrounding the stand.

C. "No Smoking" signs shall be prominently displayed on and in the fireworks stand.

D. Each stand must have at least one adult watchman in attendance and in charge thereof when the stand is being used for sale, dispensing or storage of fireworks. At the close of sale each night, fireworks may be either:

1. Returned to the wholesaler's warehouse, or approved wholesaler's storage sites;

2. Stored on site with an adult watchperson on site; or

3. Stored in a locked, heavy metal, fully enclosed container, similar to a walk-in drop container approved by the fire department.

E. All unsold stock of fireworks in the hands of the retailer after 9:00 p.m. on July 4 shall be returned to the distributor or wholesaler and removed from the city within 10 days. On closing of stands, all litter shall be removed from the premises.

F. No fuel-powered generator or similar equipment shall be allowed within 50 feet of a fireworks stand.

G. No vehicles shall be parked within 25 feet of the fireworks stand unless loading or unloading fireworks.

H. No flammable liquids are permitted within 50 feet of the fireworks stand.

I. Signs shall be posted that:

1. Illustrate that dangerous fireworks as defined in Health and Safety Code section 12505 are prohibited in Rancho Cordova, that violators will be cited, what the citation fines are and that this will be strictly enforced; and

2. List (to the public) places within Rancho Cordova where fireworks are allowed to be used, as well as places where fireworks are not allowed to be used, if any.

J. Handout material shall be issued with each sale that describes proper use and disposal of "safe and sane fireworks" and general safety practices to be followed when handling fireworks. Failure to issue the educational material may result in the revocation of the permit and immediate closure of the stand.

Section 4.54.420 ("REVOCATION OF LICENSE- APPEAL) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code shall be amended to read:

A. The finance director may revoke, immediately and without notice or hearing, the license of any licensee who violates the provisions of RCMC 4.54.360(E), 4.54.380(A), (B), (C) or (F), or

4.54.400(D). If the revocation occurs between June 22 and July 4 the finance director shall inform the licensee that the licensee may seek review of the finance director's decision by the city manager, or the city manager's designee, on the next business day. At the earliest opportunity on the next business day after the revocation, the finance director shall provide the city manager with written notice that a fireworks business license has been revoked, including the name of the licensee and a brief statement of the grounds for revocation. If requested by the licensee, the city manager, or the city manager's designee, shall meet with the licensee and the finance director on that day to review the finance director's decision. The decision of the city manager or his designee shall be final. If the revocation occurs before or after the specified period, the appeal procedures of subsection (B) of this section shall apply.

B. The finance director, or the finance director's designee, may revoke the license of any licensee who violates any provision of this article not specified in subsection (A) of this section. Such revocation shall not take effect for five days, during which time the licensee may seek review of the finance director's decision by submitting a written request for review to the city manager. The finance director shall provide the city manager with written notice that a fireworks license has been revoked, including the name of the licensee and a brief statement of the grounds for revocation. The city manager, or the city manager's designee, shall meet with the licensee and the finance director to review the finance director's decision. The decision of the city manager or his designee shall be final.

C. Any licensee whose permit has been revoked pursuant to subsection (A) or (B) of this section shall be barred from receiving a license under this article for five years from the date of revocation.

Section 4. Amendments to Title 9 Public Peace, Morals and Safety

Section 9.36.059 ("FIREWORKS") of Title 9, Chapter 9.36 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

No person shall possess or ignite in any manner any firecracker or fireworks, including any article for the making of a pyrotechnic display. Nothing contained in this section, however, shall prohibit any discharge or display of fireworks defined and classified as safe and sane fireworks in Section 12529 of the California Health and Safety Code at any public gathering or patriotic celebration provided a permit for such discharge or display has been obtained from the director. A violation of this chapter is subject to an administrative penalty of \$10,000."

Section 5. 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 6. 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

ITEM 18.2.

ATTACHMENT 1

and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Section 1.

Section 4.54.300 (“GENERAL PROHIBITION AGAINST POSSESSION, SALE OR USE OF FIREWORKS”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

Except as otherwise provided in this article, no person shall possess, sell, use, display or explode any rocket, firecracker, Roman candle, squib, torpedo, torpedo cane, fire balloon, wire core sparkler, wooden core sparkler, black cartridge or other combustible device or explosive substance or any kind of fireworks, by whatsoever name known, within the city. **These items, as well as any “safe and sane fireworks” possessed, sold, used, or displayed outside of the authorized time period identified in Chapter 4.54.320 of this Article, are prohibited. For the purposes of this Article, “Fireworks” has the same meaning as in California Health and Safety Code section 12511.**

Section 4.54.305 (“HOST LIABILITY”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

A. The term “host” in this section shall mean the person who:

1. Is in charge of private property, including but not limited to, an owner, tenant, landlord, or property manager of the property; or
2. Organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on the property.

B. The term “strictly liable” in this section shall mean liability for a wrongful act regardless of a person’s intent, knowledge, negligence, or lack thereof in committing the wrongful act.

C. Any host shall be strictly liable for any unlawful ignition, explosion, discharge, use, or display of any fireworks in violation of this section on their property or at their gathering, except that no person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this section occurring in the common area of the property **or in an adjacent public right-of-way**, unless the person hosts, organizes, supervises, officiates, conducts, or accepts responsibility for a gathering at which the violation occurs.

D. Any person having the care, custody, or control of a minor shall be strictly liable for any unlawful ignition, explosion, discharge, use, or display of fireworks by the minor in violation of this section.

E. Except as provided in subsection (F) of this section, no host shall permit or allow another person on private property or at a gathering on public property, where the host knows or reasonably should know that the person is engaged in a violation of this section.

F. The provisions of this section shall not apply to:

1. Conduct involving display, use, or discharge of fireworks as permitted under federal or state law;

2. A host who initiates contact with law enforcement or fire officials to assist in removing any person ~~for from~~ the property or terminating the activity in order to comply with this section, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this section;

3. No host shall aid or abet another person's violation of a provision of this section in a public right-of-way adjacent to the host's private property. A host aids and abets another person's violation of a provision of this section if he or she knows of the other person's unlawful purpose and the host specifically intends to, and does, in fact, aid, facilitate, promote, encourage, or instigate the other person's commission of that violation.

G. A violation of this section shall be charged as a misdemeanor punishable by a fine ~~not exceeding \$1,000~~ or imprisonment in the county jail for not more than six months, or both. In addition to any other remedy allowed by law, any host who violates this section is subject to all remedies available pursuant to RCMC 1.01.190. Violations of this section are declared to be a public nuisance. Any host who violates this section is liable for all the response costs relating to the violation. Any fines pursuant to this section, if delinquent, may be recoverable by property lien or special assessment pursuant to RCMC 1.01.200.

A violation of this section is subject to an administrative fine as follows

1. \$1,000 for first violation;
2. \$2,500 for second violation within one year of the first violation;
3. \$5,000 for each additional violation within one year of the first violation
4. \$10,000 for each violation which occurs on school properties

H. Unless otherwise noted, the provisions of Chapter 16.18, Article XIV RCMC shall also apply to this section.

Section 4.54.320 ("EXCEPTION- 'SAFE AND SANE FIREWORKS'") of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

a. “Safe and sane fireworks” has the same meaning as in California Health and Safety Code section 12529.

b. It shall not be unlawful to possess, sell, use, display or discharge within the city those fireworks as are defined and classified as “safe and sane fireworks” in Part 2 (commencing with Section 12500) of Division 11 of the California Health and Safety Code during that time period beginning at 12:00 noon on June 28th and ending at 10:00 p.m. on July 4th of the same year. However, during this time period, use, display or discharge of “safe and sane fireworks” is prohibited from the hours of 10:00 p.m. through 9:00 a.m.

c. It shall not be unlawful to sell “safe and sane fireworks” within the city during the time period beginning at 12:00 noon on June 28 and ending at 9:00 p.m. on July 4 of the same year.

Section 4.54.340 (“WHOLESALE STORAGE OF FIREWORKS”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

The wholesale storage of fireworks shall be unlawful in the city without valid permits for such storage from the fire district and the city’s building department. Any such storage is limited to the period from June 1st through July 14th of each year.

Section 4.54.350 (“LICENSE RESTRICTED”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

A. No city business license authorizing the sale of “safe and sane fireworks” shall be issued to any person, firm, corporation, organization or group other than:

1. A nonprofit organization or group organized primarily for civic betterment and/or charitable purposes having status as a Section 501(c) organization under the Internal Revenue Code and as a Section 23701(d) organization under the Revenue and Taxation Code of the state of California; provided, that the organization or group satisfies the following criteria:

a. It has its principal and permanent meeting place in the city of Rancho Cordova or its adopted planning area;

b. It has been organized and established in the city of Rancho Cordova or its adopted planning area for a continuous period of at least one year immediately preceding the application for a permit; and

c. It has a bona fide membership of at least 20 members.

The city reserves the right to require the applicant to submit a roster based on complaints or allegations of noncompliance with city policy; or

2. An organization affiliated with and officially recognized by an elementary, junior high and/or high school and/or school district and/or school district that services in whole or in part the residents of Rancho Cordova or a religious nonprofit elementary, junior high and/or high school located within the planning area of Rancho Cordova.

B. No organization shall submit more than two applications for licenses to sell fireworks within the city. Submittal of more than two such applications shall be grounds for denial of all applications.

C. City business licenses authorizing the sale of “safe and sane fireworks” shall not be transferable to another organization.

D. Transfer of temporary stands from the location for which the license was initially issued may be made; provided, that the application is made to the city’s director of finance (“finance director”) on or before June 1st; provided further, that any such location change has been approved in writing by the fire chief, the chief of police, and the city’s chief building official, and otherwise complies with all provisions of this article regulating the location of temporary fireworks stands.

4.54.380 (“OPERATION OF STAND”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code is hereby amended to read:

A. All organizations must obtain a fireworks retail license issued by the State Fire Marshal under Section 12574 of the Health and Safety Code of the state of California.

B. No person shall sell fireworks to any person under the age of 18. Proof that the fireworks stand operator/organization demanded, was shown and acted in reliance upon bona fide evidence of age and identity in any sale of fireworks forbidden by this article shall be a defense for any proceedings for suspension or revocation of its permit or any criminal proceedings for violations of this article. For purposes of this section, bona fide evidence of age and identity of purchaser is a document issued by a federal, state, county or municipal government that contains a photograph of the purchaser including, but not limited to, a valid California driver’s license or identification card issued to a member of the Armed Forces.

C. Sale of fireworks shall begin no earlier than 12:00 noon on June 28th and shall not continue after ~~10:00~~ 9:00 p.m. on July 4th of the same year. Sale of fireworks shall be permitted only from 9:00 a.m. to 10:00 p.m. daily.

D. No person other than the licensee organization or the spouses, parents or adult children of such members shall operate the stand for which the license is issued.

E. No person under the age of 18 shall sell or participate in the sale of fireworks.

F. Merchandise shall be displayed in such a manner that it cannot be handled by patrons reaching over the selling counter or through other openings in the stand. A suitable shelf or counter may be required in order to comply with this requirement so that patrons will not be able to reach merchandise over the top of the counter.

G. The business license to sell fireworks issued by the city and the retail license issued by the State Fire Marshal must be prominently displayed inside the booth at all times.

H. No person shall be paid any consideration by the licensee or any wholesale distributor of “safe and sane fireworks” for selling or otherwise participating in the sale of fireworks at such stand; provided, however, that compensation may be paid for security personnel during nonsale hours and to the party authorizing location of the stand on its property.

I. At the time of purchase, each customer shall be given a city-approved information sheet on the safe use and disposal of fireworks.

I. J. Fireworks stands shall be removed from the temporary locations by noon on July 18th 14th, and all accompanying litter shall be cleared from such locations by that date and time.

Section 4.54.390 (“TEMPORARY FIREWORKS STAND”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal code is hereby amended to read as follows:

All retail sales of “safe and sane fireworks” shall be permitted only from within a temporary fireworks stand, and the sale from any other building or structure is hereby prohibited.

Temporary stands shall be subject to the following provisions:

A. No fireworks stand shall be located within 25 feet of any other building or within 100 feet of any gasoline pump or distribution point.

B. Fireworks stands need not comply with the provisions of the building code of the city; provided, however, that stands that need any electrical installations shall apply for all necessary permits and comply with all applicable codes and shall be subject to inspection and approval by the chief building official, or his or her designee.

C. No stand shall have a floor area in excess of 750 square feet.

D. Each stand shall have at least two exits. Each stand in excess of 40 feet in length shall have at least three exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between exits exceed 20 feet. Exit doors shall be not less than 24 inches wide and six feet and two inches in height and shall swing in the direction of exit travel. No supplies or other materials shall be stored in front of exit doors. All exit doors shall remain unlocked whenever the stand is occupied.

E. The aisle or passageway in the fireworks stand must be kept clear and unobstructed so as not to impede anyone leaving the stand in an emergency.

F. Each stand shall be ~~provided~~ **equipped** with **a minimum of** two two-and-one-half-gallon water-type (minimum rating 2A) fire extinguishers in good working order and easily accessible for use in case of fire.

G. Fireworks stands shall be located on property zoned SC, LC, GC, AC, TC, M-1 or M-2 or in any other zoning classification if the fire chief certifies in writing to the finance director **or his or her designee** that the operation of a fireworks location in such other zoning classification will not endanger the health and safety of the community or create a fire hazard to surrounding properties.

Section 4.54.400 ("GENERAL REQUIREMENTS FOR LICENSEES) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code shall be amended to read as follows:

A. Stands shall not be located closer than 600 feet apart, unless separated by a principal arterial roadway.

B. All weeds and combustible material shall be cleared from the location of the stand to a distance of at least 25 feet surrounding the stand.

C. "No Smoking" signs shall be prominently displayed on and in the fireworks stand.

D. Each stand must have ~~an~~ **at least one** adult watchman in attendance and in charge thereof when the stand is being used for sale, dispensing or storage of fireworks. At the close of sale each night, fireworks may be either:

1. Returned to the wholesaler's warehouse, or approved wholesaler's storage sites;
2. Stored on site with an adult watchperson on site; or
3. Stored in a locked, heavy metal, fully enclosed container, similar to a walk-in drop container approved by the fire department.

E. All unsold stock of fireworks in the hands of the retailer after ~~10:00~~ **9:00** p.m. on July 4th shall be returned to the distributor or wholesaler and removed from the city within 10 days. On closing of stands, all litter shall be removed from the premises.

F. No fuel-powered generator or similar equipment shall be allowed within 50 feet of a fireworks stand.

G. No vehicles shall be parked within 25 feet of the fireworks stand unless loading or unloading fireworks.

H. No flammable liquids are permitted within 50 feet of the fireworks stand.

I. Signs shall be posted that:

1. Illustrate that ~~illegal-dangerous~~ fireworks as defined in Health and Safety Code section 12505 are prohibited in Rancho Cordova, that violators will be cited, what the citation fines are and that this will be strictly enforced; and

2. List (to the public) places within Rancho Cordova where fireworks are allowed to be used, as well as places where fireworks are not allowed to be used, if any.

J. Handout material shall be issued with each sale that describes proper use and disposal of “safe and sane fireworks” and general safety practices to be followed when handling fireworks. Failure to issue the educational material may result in the revocation of the permit and immediate closure of the stand.

Section 4.54.420 (“REVOCATION OF LICENSE- APPEAL”) of Title 4, Chapter 4.54 of the Rancho Cordova Municipal Code shall be amended to read:

A. The finance director may revoke, immediately and without notice or hearing, the license of any licensee who violates the provisions of RCMC 4.54.360(E), 4.54.380(A), (B), (C) or (F), or 4.54.400(D). If the revocation occurs between June 22nd and July 5th ~~4th~~ the finance director shall inform the licensee that the licensee may seek review of the finance director’s decision by the city manager, or the city manager’s designee, on the next business day. At the earliest opportunity on the next business day after the revocation, the finance director shall provide the city manager with written notice that a fireworks business license has been revoked, including the name of the licensee and a brief statement of the grounds for revocation. If requested by the licensee, the city manager, or the city manager’s designee, shall meet with the licensee and the finance director on that day to review the finance director’s decision. The decision of the city manager or his designee shall be final. If the revocation occurs before or after the specified period, the appeal procedures of subsection (B) of this section shall apply.

B. The finance director, or the finance director’s designee, may revoke the license of any licensee who violates any provision of this article not specified in subsection (A) of this section. Such revocation shall not take effect for five days, during which time the licensee may seek review of the finance director’s decision by submitting a written request for review to the city manager. The finance director shall provide the city manager with written notice that a fireworks license has been revoked, including the name of the licensee and a brief statement of the grounds for revocation. The city manager, or the city manager’s designee, shall meet with the licensee and the finance director to review the finance director’s decision. The decision of the city manager or his designee shall be final.

C. Any licensee whose permit has been revoked pursuant to subsection (A) or (B) of this section shall be barred from receiving a license under this article for five years from the date of revocation.

Section 2

Section 9.36.059 ("FIREWORKS") of Title 9, Chapter 9.36 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

No person shall possess or ignite in any manner any firecracker or fireworks, including any article for the making of a pyrotechnic display. Nothing contained in this section, however, shall prohibit any discharge or display of fireworks defined and classified as safe and sane fireworks in Section 12529 of the California Health and Safety Code at any public gathering or patriotic celebration provided a permit for such discharge or display has been obtained from the director. **A violation of this chapter is subject to an administrative penalty of \$10,000."**

MEMORANDUM



ITEM 19.1.

DATE: May 6, 2024

TO: Honorable Mayor and Council Members

FROM: Nick Sosa, Associate Planner

SUBJECT: **VALERO GAS STATION BEER AND WINE SALES – CONDITIONAL USE PERMIT AND LETTER OF PUBLIC CONVENIENCE AND NECESSITY (PROJECT NOT SUBJECT TO CEQA PER SECTION 21080(b)(5))– PROJECT NO. PLND-1023-0086**

PROPERTY OWNERS:	APPLICANT/DEVELOPER:
Rakesh Sehgal/United Petroleum	Daniel Savala
10299 Folsom Boulevard	645 P Street
Rancho Cordova, CA 95670	Sacramento, CA 95814

PROJECT:	The Applicant is requesting a Conditional Use Permit (CUP) and Letter of Public Convenience and Necessity (PCN) for the off-site sale alcohol at an existing gas station. The Applicant is requesting a Type 20 Beer and Wine license from the Department of Alcoholic Beverage Control (ABC). Staff is recommending denial due to high calls for service and high concentration in the area, as well as failure to demonstrate a public convenience and necessity.
FILE:	PLND-1023-0086
LOCATION:	10299 Folsom Boulevard
APN:	076-0221-001-0000
ZONING:	Commercial Mixed-Use (CMU) within the Folsom Boulevard Specific Plan (FBSP)
PLANNER:	Nick Sosa, Associate Planner

RECOMMENDATION:

The Applicant has withdrawn their request and no longer wishes to move forward with their application.

MEMORANDUM



ITEM 19.2.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer
SUBJECT: **DECLARING THE RESULTS OF A MAIL BALLOT ELECTION
RELATING TO THE PROPOSED STORMWATER UTILITY 1 FEE
INCREASE**

RECOMMENDATION

If a majority affirmative vote of the ballots returned is received, staff would return with a Resolution and Ordinance to implement the fee increase at the May 20, 2024, City Council Meeting. If a majority affirmative vote of the ballots returned is not received, then no action is needed.

RESULT OF RECOMMENDED ACTION

If a majority affirmative vote of the ballots returned is received, staff would return with a Resolution and Ordinance to implement the fee increase at the May 20, 2024, City Council Meeting.

BACKGROUND

The Stormwater Utility 1 Fee (SWU1) was created by Sacramento County in 1995 in order to provide safety for the residents of the City, protect property in the City from damage associated with flooding, and meet the requirements of the National Pollution Discharge Elimination System (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. 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. This cost does not include unforeseen/emergency replacement cost: \$70 million based on facilities built starting in the 1960s. 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.

At the December 4, 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/Single Family Residential (SFR) with inflation starting in year 6. The fee increase will be implemented over a 5-year period, after which the fee will be increased annually based on the Consumer Price Index. The proposed fee schedule is summarized in Attachment 2.

On February 1, 2024, City staff conducted a public meeting to provide property owners with another opportunity to gain information, ask questions and voice concerns. On February 5, 2024, City Council opened the protest hearing and continued the item to the regularly scheduled City Council Meeting on February 20, 2024. On February 20, 2024, City Council again continued the protest hearing to the March 4, 2024, regularly scheduled City Council Meeting. Protests were accepted until March 4, 2024.

On March 4, 2024, the City held a duly noticed public hearing to consider protests regarding the proposed Stormwater Utility 1 increase. 700 protests were received, allowing the City Council to adopt a Resolution submitting the question of the proposed Stormwater Utility 1 Fee increase to a vote of the owners of the property subject to the proposed fee increase. Ballots were mailed to all property owners in the Stormwater Utility 1 district, with a ballot return deadline of May 3, 2024.

The results of the special election will be presented at tonight's City Council Meeting. If a majority affirmative vote of the ballots returned is received, staff will bring back a Resolution and Ordinance to implement the fee increase at the May 20, 2024, City Council Meeting.

FISCAL IMPACT AND FUNDING SOURCE

This action will have no impact on the City's General Fund.

ATTACHMENT(S)

1. Presentation
2. SWU1 Rate Increase Table

ITEM 19.2.



ATTACHMENT 1



Stormwater Utility 1 Rate- Public Parcels

May 6, 2024

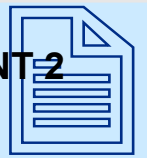
Prop 218
Election
Summary

- On March 4, 2024, City Council determined that written protests have not been received from property owners representing a majority of the parcels subject to the proposed SWU1 increase. As a result, City Council authorized a special election for the purpose of submitting the proposed SWU1 increase to a vote of the owners of parcels in the SWU1 district.
- The City held a special election solely by mail ballot, for the purpose of submitting the proposed SWU1 increase to a vote of the owners of parcels in the SWU1 district.
- Ballots were required to be received by the City Clerk by 5:00 p.m. on Friday, May 3, 2024.
- Ballots were opened and tabulated for public viewing in the Community Board Room located at 2729 Prospect Park Drive in the City of Rancho Cordova, on Monday, May 6, 2024, from **9:00 AM** until completed.
- The City Clerk will announce the ballot results.

Proposed Next Steps

- If a **majority affirmative vote** of the ballots returned is received, staff will return with a Resolution and Ordinance to implement the fee increase at the **May 20, 2024**, City Council Meeting.
- If a **majority affirmative vote** of the ballots returned is not received, then no action is needed.

Proposed Rate & Options



Attachment 2 DMU- Single Family Residential

Stormwater Utility Rate	FY23-24	Year 1 FY24-25	Year 2 FY25-26	Year 3 FY26-27	Year 4 FY27-28	Year 5 FY28-29
Annual Fee	\$70.08	\$82.39	\$96.79	\$113.69	\$133.59	\$156.79
Monthly Fee	\$5.84	\$6.87	\$8.07	\$9.47	\$11.13	\$13.06
Annual Increase (\$)		\$12.30	\$14.40	\$16.90	\$19.90	\$23.20
% increase		17.5%	17.5%	17.5%	17.5%	17.4%

MEMORANDUM

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager



SUBJECT: A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A PROPOSED ACTION TO APPROVE A CONDITIONAL USE PERMIT FOR THE MATHER VETERANS VILLAGE PHASE 4 MULTIFAMILY HOUSING PROJECT FOR HOMELESS VETERANS, PROJECT NO. PLND-0324-0095, TO THE AIRPORT LAND USE COMMISSION, PURSUANT TO THE OVERRULE PROCESS OF PUBLIC UTILITIES CODE SECTION 21676(b), WITH FINDINGS THAT THE PROPOSED ACTION IS CONSISTENT WITH THE PURPOSES OF PUBLIC UTILITIES CODE SECTION 21670

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to submit the proposed action to approve a Conditional Use Permit for the Mather Veterans Village Phase 4 multifamily housing development project and findings, in a form approved by the City Attorney, to the Airport Land Use Commission (the "ALUC") and the California Department of Transportation Division of Aeronautics (the "Division") pursuant to the overrule process of Public Utilities Code Section 21676(b).

BACKGROUND

Following direction from the City Council in April 2021 to look at options for pursuing additional veterans affordable housing projects around the now completed Mather Veterans Village, staff issued a Request for Proposals ("RFP") for veterans affordable housing projects at the former Mather Air Force Base on July 22, 2022. The City selected the development team of Mercy Housing California and Veterans Housing Development Corporation (the "Development Team") on October 17, 2022, by Resolution No. 192-2022. The Development Team's proposal included two projects, Mather Veterans Village Phase 4 ("MVV Phase 4") – a 70-unit multifamily rental apartment project for homeless and disabled veterans earning up to 50% of the area median income to be located on the northwest portion of parcel APN 067-0010-093, and Mather Veterans Village Phase 5 – a 60-unit affordable multifamily project for large family veterans households earning up to 80% of the area median income and including a flexible commercial space to add additional uses within the Mather Veterans Village campus complex located on a portion of parcel APN 067-1040-006. This City Council agenda item is focused solely on the MVV Phase 4 project.

Shortly after the selection of the Development Team, the city and Sacramento County committed a combined \$5,000,000 of American Rescue Plan Act ("ARPA") funding to provide needed local funding required to make the project competitive for state and federal low-income housing tax credits. Throughout 2023, City staff continued to work with the landowner, Sacramento County, on the transfer of the MVV Phase 4 site to the City, conducting due diligence, environmental review, and performing necessary site surveying work.

The project components are now coming together with a target of submitting a funding application for tax credits in July 2024. To reach this goal, multiple components of the projects are occurring simultaneously. City staff are completing environmental due diligence on the site and are finalizing the land conveyance documents with the County. The Development Team has submitted a discretionary entitlement application to the city for a conditional use permit. During agency review of the application, the ALUC confirmed with the city that the project is located within Safety Zone 3 and the 60-65 Community Noise Equivalent Level (CNEL) of the Mather Airport Land Use Compatibility Plan (ALUCP). Due to these constraints, the city is required to submit the project to the ALUC and the Division for further review and comment. This process will also require the City Council to overrule the ALUC's determination of project incompatibility with the ALUCP pursuant to California Public Utilities Code Section 21676(b) further discussed in a separate section below.

The project site is currently vacant. A structure was located on the site as early as 1957 and was known to have been a dormitory serving the Mather Air Force Base. The building was demolished at some point between 1993 and 1998, and the site has been vacant since that time. A former well facility was located on the western edge of the property which was used to monitor groundwater after the Air Force Base closed in 1997. There are no known hazardous materials releases on the site, and although there are remediation activities occurring on sites in the vicinity of this project on the former air force base, no remediation of the MVV Phase 4 project site has been required.

PROJECT DESCRIPTION

The Mather Veterans Village Phase 4 development project consists of a 70-unit multifamily residential apartment project for homeless and/or disabled veterans or homeless households. One hundred percent of the units will be rented at an affordable monthly rent to households earning up to 50 percent of area median income for a period of 55 years. The project will have a priority for serving seniors aged 62+. The project will be new construction, three stories, single-loaded, and elevator served. The unit mix includes 58 one-bedroom units and 12 two-bedroom units. The residential units will be arranged around a centrally landscaped courtyard. An approximately 4,000 square foot community clubhouse, offices, and a shared patio will be located within the courtyard. The project is located on the southwest corner of Schirra Avenue and Bleckely Street, a portion of APN 067-0010-093 (see Figure 1). The project is only requesting a conditional use permit at this time and is currently anticipated to be submitted for Major Design Review in the next couple months.

The project is surrounded by Mather Veterans Village phases 1-3 to the north, offices to the east which provide social services to the Mather Community Campus transitional housing programs to the northwest, and commercial office uses adjacent to the south and west.

The project is requesting three Density Bonus incentives, to increase the maximum height to 45' and to reduce the required number of parking spaces to 35 (0.5 space per unit) and reduce the

minimum front and side setbacks from 13' to 10'. The building heights will be consistent with the adjacent Mather Veterans Village. Several additional public on-street parking spaces will be provided on Schirra Ave. The setback reduction will improve the pedestrian oriented nature of the project by improving the visual walk appeal with buildings lining the streets.

FIGURE 1: PROJECT LOCATION



GENERAL PLAN/ZONING CODE

The project site is located within the OMU (Office Mixed Use) land use designation of the City's General Plan and the Office Subarea of the Mather Field Special Planning Area. The Mather Field Special Planning Area was adopted into the City of Rancho Cordova under the 2003 Zoning Code of Sacramento County ("County Code") and therefore the project must be evaluated under this County Code. The Office Subarea zoning translates to the Business Professional (BP) zoning designation within the County Code. The OMU land use designation encourages the integration of commercial and/or residential use in conjunction with office use of a site. Office uses are the predominant use, but others may be included in a vertical or horizontal configuration. The proposed multifamily residential use is consistent with the overall intent of the OMU land use designation as the project is adjacent to surrounding office and multifamily residential uses and is an essential continuation of the adjacent campus dedicated to residential uses serving veterans and homeless households. The BP zoning designation permits multifamily residential with a conditional use permit.

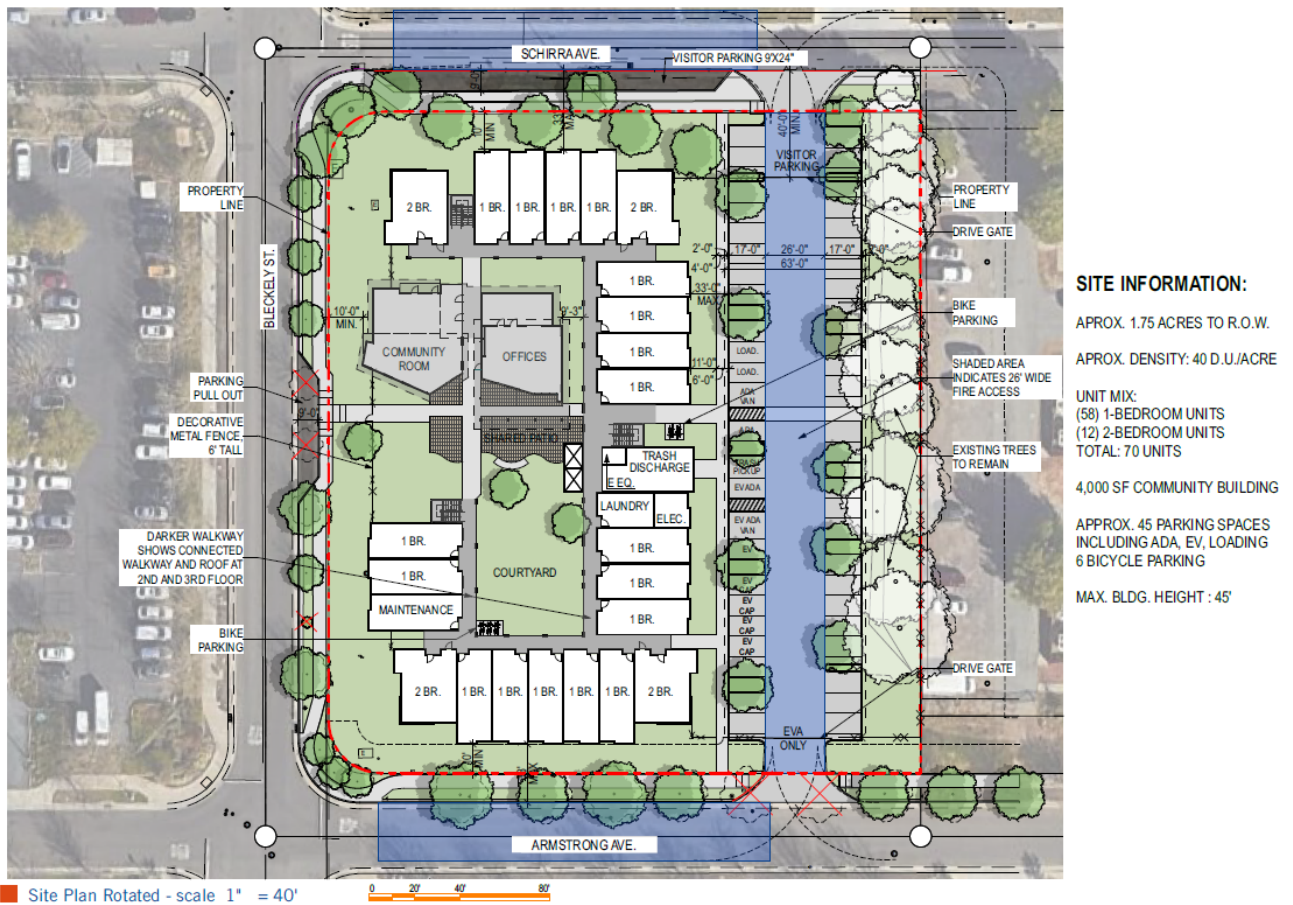
CONDITIONAL USE PERMIT

Multifamily residential use is consistent with the Office Mixed Use (OMU) General Plan land use designation and requires the approval of a conditional use permit in the BP zoning district per the 2003 Zoning Code of Sacramento County. The project is requesting three Density Bonus Incentives available through the State's Density Bonus Law for residential developments that provide affordable housing to lower income households. These incentives allow qualifying projects to deviate from certain development standards in exchange for the provision of affordable housing units. The proposed project is requesting an increase in the maximum height from 40 feet to 45 feet and a reduction in the required off-street parking spaces to 35 (0.5 spaces per unit) parking stalls, and a reduction in the minimum front and side setbacks from 13 feet to 10 feet. The requested 45-foot height is consistent with the height of the adjacent multifamily residential use to the north and would be adequately setback from the streets. The parking space reduction takes into consideration the specific parking needs of the intended population that will be served by the proposed project, which will prioritize seniors ages 62 years and above. The number of average daily trips for this population is substantially reduced. A trip generation calculation performed by the city estimates the project will generate 400 daily trips, 39 weekday AM peak hour trips, and 40 weekday PM peak hour trips, which are all well below the city's threshold for requiring a more detailed traffic impact analysis. The project is also served by regular public transit and paratransit, is located within walking distance to the Veteran's Administration Northern California Medical Center, and will provide additional on-street parking spaces that will be publicly available. The buildings as designed are setback a minimum of 25 feet from the edge of the adjacent streets, similar to residential uses adjacent to the north. The reduction would reduce the minimum setback from the property line, in this case from the back of the existing sidewalks, in order to not create an excessive setback from the street, which would reduce the pedestrian orientation of the project. A project site plan (see Figure 2) has been submitted for review of the conditional use permit.

The proposed use and buildings will add diverse housing stock, serving a special needs population within close proximity to the Veteran's Administration Medical Center and public transit. The development would redevelop a vacant and underutilized parcel which will improve the walk appeal and walkability of the neighborhood by providing enhanced pedestrian circulation around the site and with neighboring parcels. The special needs population served will be homeless and disabled veteran households and will help reduce veteran homelessness across Sacramento County. The proposed use will include dedicated on-site property management to maintain and operate the property in a decent, peaceful, and safe manner. The proposed number of housing units is below the maximum allowed in the zoning regulations and would result in a development that is less intensive than could otherwise be allowed.

Title I, Chapter 10, Article 3 Section 110-30 of the 2003 Zoning Code of Sacramento County requires specific findings to approve a Conditional Use Permit. As shown in Attachment 2, all applicable findings have been met supporting the Conditional Use Permit. Should the applicant propose to amend the current scope or design, subsequent review and approval by city staff would be required prior to implementation of the changes. The project will be conditioned to meet the City's applicable design guidelines and will be required to meet all applicable landscaping, lighting, and other city design requirements. The approval of the requested CUP would not be detrimental to the surrounding neighborhood and has been conditioned to minimize any potential impacts the residential use may have on the surrounding area.

FIGURE 2: PROJECT SITE PLAN



MATHER AIRPORT LAND USE COMMISSION CONSISTENCY

The Project is located within the boundaries of the ALUCP that was adopted in August 2022. Therefore, the project must be reviewed by the ALUC for consistency with the ALUCP. The project conditional use permit application was sent to the ALUC and the Division on March 22, 2024, for their agencies' review.

The city received notification from the ALUC by email on April 12, 2024. The ALUC determined that the Proposed Action was incompatible with the Mather Airport Land Use Compatibility Plan because (1) the project site lies within Safety Zone 3 of the Airport Land Use Compatibility Plan (Inner Turning Zone) where the maximum number of dwelling units permitted per gross acre is 0.5; and (2) the project site is located in the 60-65 CNEL noise contour, where all residential uses are prohibited.

The City Council may overrule the ALUC's determination of incompatibility by following the overrule process pursuant to the California Public Utilities Code Section 21676(b). The City would need to provide its proposed action and findings to the ALUC and the California Department of Transportation Division of Aeronautics (the "Division") at least 45 days out from the formal overrule decision.

The findings must show consistency with the purposes of Public Utilities Code Section 21670 regarding the protection of public health, safety and welfare in areas surrounding airports. These are summarized below.

The proposed action:

1. provides for the orderly development of the airport
2. promotes the overall goals and objectives of the California airport noise standards
3. prevents the creation of new noise and safety problems
4. ensures the orderly expansion of airports
5. minimizes the public's exposure to excessive noise and safety hazards

The ALUC and the Division then have 30 days to provide advisory comments which must be included in the public record of the local agency decision. The City Council must formally adopt the overrule decision with a two-thirds vote (4 out of 5 with a five-member council).

Overruling the ALUC's determination may shift additional legal liability to the city pursuant to Public Utilities Code Section 21675.1(f). The operator of the airport would not be liable for damage to property or personal injury resulting from the city's decision to proceed with the conditional use permit. Essentially, the overrule would shield the Mather Airport operator, Sacramento County, from any liability associated with property damage or personal injury that occurs to Mather Veterans Village Phase 4 caused by the airport operations.

ENVIRONMENTAL

The project has been analyzed and is exempt per The California Environmental Quality Act (CEQA) Guidelines Section 15332, In-Fill Development Projects, Section 15183 "Consistent with the Community Plan, General Plan or Zoning", and Section 15194, Affordable Housing Exemption.

CEQA Guidelines Article 12, Special Situations, identifies circumstances for which certain CEQA-compliance procedures may apply. CEQA Guidelines Section 15183, Projects Consistent with a Community Plan or Zoning, provides a special streamlining process that exempts qualifying projects from additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. Furthermore, if an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior Environmental Impact Report (EIR), or can be substantially mitigated by the imposition of uniformly applied policies or standards, then an additional EIR does not need to be prepared for the project solely based on that impact.

The project has been analyzed and is exempt per CEQA Guidelines Section 15183 "Projects Consistent with a Community Plan, General Plan or Zoning." The proposed multifamily residential project is a conditionally permitted use consistent with the development densities established by the City's General Plan and zoning for which an EIR was certified.

The project has been analyzed and is exempt per CEQA Guidelines Section 15194 "Affordable Housing Exemption" and CEQA Guidelines Section 15332 "In-Fill Development Projects." The proposed project consists of seventy (70) residential units that will be affordable at monthly housing costs deemed to be "affordable rent" for very low-income households for a minimum of 55 years. It will be located within city limits in an area with a population density of at least 1,000 persons per square mile, on a project site of no more than five acres and is substantially surrounded by urban uses on parcels immediately adjacent to the project site. The project site

has been analyzed for environmental hazards and toxic substances and has not identified any risks to human health or risks that cannot be mitigated to a level of insignificance. All public utilities and services can adequately serve the site and it provides no value as habitat for rare or endangered species.

The proposed use is consistent with the City of Rancho Cordova General Plan designation (Office Mixed Use) integrating residential uses into a predominantly office and business park, and all applicable General Plan policies, generally in the promotion of additional housing for special needs populations. As further described in the attached Proposed Action and Findings the project is consistent with the Mather Airport Land Use Compatibility Plan, as well as with the applicable zoning designation, development density, and regulations in the Mather Field Specific Plan, meeting the conditional use criteria and all applicable development standards. There are no effects peculiar to the project or project site or substantial new information that would result in new or more severe adverse impacts.

NEXT STEPS

If directed by the City Council, staff will submit the proposed action and findings to the ALUC and the Division for a 45-day review period. At the end of that period, staff will incorporate comments received from the ALUC and the Division and return to the City Council for the overrule decision, anticipated to be in late June.

Following the decision to overrule the ALUC determination, staff will work with Sacramento County to complete the land conveyance process that will transfer ownership of the property to the city and assist Mercy Housing in applying for state tax credit funding in early July. The project will be under a very tight timeline in order to meet the July tax credit application deadline. If the tax credit application is submitted in July and awarded funding, the project could begin construction as soon as Spring 2025. The next best alternative would see construction begin in late Summer 2025.

The project is currently expected to submit detailed project plans for Major Design Review in June or July, following the land transfer from the County to the City.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Resolution
2. Proposed Action and Findings
3. Presentation

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SUBMIT A PROPOSED ACTION TO APPROVE A CONDITIONAL USE PERMIT FOR THE MATHER VETERANS VILLAGE PHASE 4 MULTIFAMILY HOUSING PROJECT FOR HOMELESS VETERANS, PROJECT NO. PLND-0324-0095, TO THE AIRPORT LAND USE COMMISSION, PURSUANT TO THE OVERRULE PROCESS OF PUBLIC UTILITIES CODE SECTION 21676(B), WITH FINDINGS THAT THE PROPOSED ACTION IS CONSISTENT WITH THE PURPOSES OF PUBLIC UTILITIES CODE SECTION 21670

WHEREAS, the City of Rancho Cordova ("City") issued a Request for Proposals ("RFP") for veterans affordable housing projects at the former Mather Air Force Base on July 22, 2022 and selected the development team of Mercy Housing California and Veterans Housing Development Corporation (the "Development Team") on October 17, 2022 by Resolution 192-2022; and

WHEREAS, the City received a Conditional Use Permit application (the "Application") from the Development Team for the Mather Veterans Village Phase 4 development project, a 70 unit multifamily residential apartment project for homeless and/or disabled veterans or homeless households earning up to 50 percent of area median income located on the southwest corner of Schirra Avenue and Bleckely Street, a portion of APN 067-0010-093 (the "Project"), on March 19, 2024 and circulated the Application for agencies' review on March 22, 2024, including to the Sacramento Area Council of Governments Mather Airport Land Use Commission (the "ALUC") and the California Department of Transportation Division of Aeronautics (the "Division"); and

WHEREAS, the City received a consistency determination letter from the ALUC on April 12, 2024 that the Project is not compatible with the Mather Airport Land Use Compatibility Plan (the "ALUCP") that was adopted in August 2022 because (1) the Project site lies within Safety Zone 3 (Inner Turning Zone) of the ALUCP where the maximum number of dwelling units permitted per gross acre is 0.5; and (2) the Project site is located in the 60-65 Community Noise Equivalent Level ("CNEL") noise contour, where all residential uses are prohibited; and

WHEREAS, the City may overrule a determination of the ALUC if it makes findings that the proposed action is consistent with the purposes of Section 21670 regarding the protection of public health, safety and welfare in areas surrounding airports and by providing the ALUC and the Division with a copy of the proposed action and findings at least 45 days prior to the City's action to overrule the ALUC with a two-thirds majority vote by the City Council, pursuant to Public Utilities Code Section 21676(b); and

WHEREAS, staff have prepared the proposed action to approve a conditional use permit for the Project (the "Proposed Action") and findings that the Proposed Action is consistent with the purposes of Public Utilities Code Section 21670; and

WHEREAS, the City Council desires to submit the Proposed Action and findings to the ALUC and the Division pursuant to the overrule process of Public Utilities Code Section 21676(b).

ITEM 20.1.

ATTACHMENT 1

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Manager of the City of Rancho Cordova is authorized to submit the Proposed Action and findings for the Project, in a form approved by the City Attorney, to the ALUC and the Division pursuant to the overrule process of Public Utilities Code Section 21676(b).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

Mather Veterans Village Phase 4

Conditional Use Permit – Airport Land Use Commission Overrule

Proposed Action and Findings

CITY OF RANCHO CORDOVA

RESOLUTION NO. XXX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ADOPTING OVERRULING FINDINGS REGARDING SACRAMENTO COUNTY AIRPORT LAND USE COMMISSION’S CONSISTENCY DETERMINATION, AND APPROVING A CONDITIONAL USE PERMIT, FOR THE MATHER VETERANS VILLAGE PHASE 4 MULTIFAMILY RESIDENTIAL PROJECT NO. PLND-0324-0095

WHEREAS, the City of Rancho Cordova (“City”) issued a Request for Proposals (“RFP”) for veterans affordable housing projects at the former Mather Air Force Base on July 22, 2022 and selected the development team of Mercy Housing California and Veterans Housing Development Corporation (the “Development Team”) on October 17, 2022 by Resolution 192-2022; and

WHEREAS, the City received a Conditional Use Permit application (the “Application”) from the Development Team for the Mather Veterans Village Phase 4 development project, a 70 unit multifamily residential apartment project for homeless and/or disabled veterans or homeless households earning up to 50 percent of area median income located on the southwest corner of Schirra Avenue and Bleckely Street, a portion of APN 067-0010-093 (the “Project”), on March 19, 2024 and circulated the Application for agencies’ review on March 22, 2024, including to the Sacramento Area Council of Governments Mather Airport Land Use Commission (the “ALUC”) and the California Department of Transportation Division of Aeronautics (the “Division”); and

WHEREAS, the City received a consistency determination letter from the ALUC on April 12, 2024 that the Project is not compatible with the Mather Airport Land Use Compatibility Plan (the “ALUCP”) that was adopted in August 2022 because (1) the Project site lies within Safety Zone 3 (Inner Turning Zone) of the ALUCP where the maximum number of dwelling units permitted per gross acre is 0.5; and (2) the Project site is located in the 60-65 Community Noise Equivalent Level (“CNEL”) noise contour, where all residential uses are prohibited; and

WHEREAS, the City may overrule a determination of the ALUC if it makes findings that the proposed action is consistent with the purposes of Section 21670 regarding the protection of public health, safety and welfare in areas surrounding airports and by providing the ALUC and the Division with a copy of the proposed action and findings at least 45 days prior to the City’s action to overrule the ALUC with a two-thirds majority vote by the City Council, pursuant to Public Utilities Code Section 21676(b); and

WHEREAS, the City Council directed staff to submit the Proposed Action and findings to the ALUC and the Division pursuant to the overrule process of Public Utilities Code Section 21676(b) on May 6, 2024 by Resolution XXX-2024; and

ATTACHMENT 2

WHEREAS, on May 7, 2024, the City of Rancho Cordova provided the ALUC and the Division with the Proposed Action and findings in accordance with the 45-day period required under Public Utilities Code Section 21676(b); and

WHEREAS, the Public Utilities Code Section 21676(b) provides that the ALUC and the Division shall respond to the referral of the findings of overrule within 30 days of receiving the proposed action and findings. However, in the event that the ALUC or Division's comments are not available within this time limit, the City may act without them; and

WHEREAS, the comments by the ALUC or Division are advisory to the City under State law; and

WHEREAS, the City Council shall include comments from the ALUC and the Division in the final record of any final decision to overrule the ALUC, which may only be adopted by a two-thirds vote of the City Council; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this Project to approve the Conditional Use Permit and make overruling findings regarding the ALUC's land use consistency determination; and

WHEREAS, the Project was found to be exempt from the California Environmental Quality Act (CEQA) (Public Resources Code Section 2100 et. Seq.) pursuant to Section 15332, In-Fill Development Projects, Section 15183 "Consistent with the Community Plan, General Plan or Zoning", and Section 15194, Affordable Housing Exemption; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

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

Based upon the entire record for this Conditional Use Permit No. PLND-0324-0095, including without limitation, written evidence, agenda reports, and testimony presented before the City Council on May 6, 2024 and _____, the City Council makes the following findings:

1. The foregoing recitals are true and correct and made a part of this Resolution.
2. The Public Utilities Code Section 21676 and 21676.5 provides that a local governing body may overrule the Airport Land Use Commission (ALUC) if it makes specific findings that the proposed action is consistent with the purposes of Public Utilities Code Section 21670. The Sacramento Area Council of Governments (SACOG) serves as the ALUC for Sacramento County. The first purpose of airport land use commissions, under Section 21670, is to provide for the orderly development of public use airports, and the area surrounding these airports so as to promote the overall goals and objectives of

California airport noise standards and to prevent the creation of new noise and safety problems. The second purpose of airport land use commissions, under Section 21670, is to protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent that these areas are not already devoted to incompatible uses.

3. **CEQA Determination:** The project is categorically exempt from further California Environmental Quality Act ("CEQA") analysis pursuant to CEQA Guidelines Section 15332, In-Fill Development Projects, Section 15183 "Projects Consistent with the Community Plan, General Plan or Zoning", Section 15194 Affordable Housing Exemption.
 - a. **Finding:** The project has been analyzed and is exempt per CEQA Guidelines Section 15332, In-Fill Development Projects, Section 15183 "Projects Consistent with the Community Plan, General Plan or Zoning", and Section 15194, Affordable Housing Exemption.

Evidence: The proposed use is consistent with the City of Rancho Cordova General Plan designation (Office Mixed Use) integrating residential uses into a predominantly office and business park, and all applicable General Plan policies, generally in the promotion of additional housing for special needs populations, and as described in the findings 3.a-3.e below more specifically in regards to consistency with the Mather Airport Land Use Compatibility Plan, as well as with applicable zoning designation, development density, and regulations adopted as part of the Mather Field Specific Plan, meeting the conditional use criteria and all applicable development standards as described in Finding 2.a below. There are no effects peculiar to the project or project site or substantial new information that would result in new or more severe adverse impacts.

The proposed development occurs within city limits with a population density of at least 1,000 persons per square mile, on a project site of no more than five acres and is substantially surrounded by urban uses on parcels immediately adjacent to the project site. The proposed project would not have a reasonable possibility of having a significant effect on the environment or residents due to unusual circumstances.

The project site was formerly developed as a dormitory use for the former Mather Air Force Base and has no value as habitat for endangered, rare or threatened species.

Approval of the proposed use would not result in any significant effects relating to traffic, noise, air quality, or water quality. The proposed use is consistent in scale with the applicable zoning designation, will provide a reduced number of parking spaces, is in close proximity to local and regional transit lines, and will meet required local agency standards for maintaining or improving air quality and water quality through required conditions of approval including providing readiness for electric vehicles, no natural gas appliances, and providing on-site open space that will mitigate on-site stormwater runoff.

The site and proposed use have been reviewed by all applicable utility and public service agencies and can be served adequately.

The proposed project meets the threshold criteria set forth in CEQA Guideline Section 15192 consistency with a specific plan and applicable zoning ordinances, community-level environmental review has been adopted through the General Plan inclusion of the Mather Field Specific Plan, the project can be served by existing utilities, does not have any ecological significance, former release of hazardous substances, significant historical resources, high wildfire risk, risk of public health exposure, earthquake faults, landslide or flood risk, is not located on developed open space or a state conservancy, and has not been divided in order to qualify for an exemption. An environmental assessment and additional soil and soil vapor testing have been conducted on the property. These investigations have found no potential for exposure to future occupants to significant health hazards or risks that cannot be mitigated to a level of insignificance.

The proposed project consists of seventy (70) residential units that will be affordable at monthly housing costs deemed to be “affordable rent” for very low-income households for a minimum of 55 years.

In adopting the General Plan Environmental Impact Report, establishing the General Plan land use designation for the proposed project, the City Council adopted a Statement of Overriding Considerations that in part recognized that “The proposed General Plan will provide much needed residential dwelling units to ease local and regional housing demands by increasing housing opportunities in the City and in a region where housing is costly and in short supply. It will increase the amount of affordable housing in the community. It will enable the City to contribute its fair share of regional housing opportunities, and will provide diverse housing opportunities for all economic levels.” And that the benefits of the General Plan, including the development of affordable housing, outweighs the unavoidable adverse environmental impacts that have not been eliminated or substantially lessened where feasible.

4. The City Council made the following findings required by Title I, Chapter 10, Article 3 Section 110-30 of the 2003 Zoning Code of Sacramento County, as the applicable planning document for the proposed project located within the Mather Field Specific Plan Area, for Conditional Use Permits prior to approving this request:
 - a. **Finding:** The establishment, maintenance or operation of the use, building, or structure applied for will not under the circumstances of the particular case be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the neighborhood.

Evidence: The project is located within the Office Subarea of the Mather Field Special Planning Area (MFSPA), which translates to the Business Professional (BP) zoning designation within the 2003 Zoning Code of Sacramento County. The project is surrounded by other commercial office and residential properties

ATTACHMENT 2

including BP properties to the east and south, multifamily residential to the north, and social services offices to the east which serve additional transitional housing uses to the north.

The project is requesting three Density Bonus Incentives available through the State's Density Bonus Law for residential developments that provide affordable housing to lower income households. These incentives allow qualifying projects to deviate from certain development standards in exchange for the provision of affordable housing units. The proposed project is requesting an increase in the maximum height from 40 feet to 45 feet, a reduction in the required off-street parking spaces to 35 (0.5 spaces per unit) parking stalls, and a reduction in the minimum front and side setbacks from 13 feet to 10 feet. The requested 45-foot height is consistent with the height of the adjacent multifamily residential use to the north and would be adequately setback from the streets. The parking space reduction takes into consideration the specific parking needs of the intended population that will be served by the proposed project, which will prioritize seniors ages 62 years and above. The number of average daily trips for this population is substantially reduced. The project is also served by regular public transit and paratransit, is located within walking distance to the Veteran's Administration Northern California Medical Center, and will provide additional on-street parking spaces that will be publicly available. The buildings as designed are setback a minimum of 25 feet from the edge of the adjacent streets, similar to residential uses adjacent to the north. The reduction would reduce the minimum setback from the property line, in this case from the back of the existing sidewalks, in order to not create an excessive setback from the street, which would reduce the pedestrian orientation of the project.

The project will be conditioned to meet the City's applicable design guidelines and will be required to meet all applicable landscaping, lighting, and other city design requirements. The approval of the requested CUP would not be detrimental to the surrounding neighborhood and has been conditioned to minimize any potential impacts the residential use may have on the surrounding area.

The proposed use and buildings will add diverse housing stock, serving a special needs population within close proximity to the Veteran's Administration Medical Center and public transit. The development would redevelop a vacant and underutilized parcel which will improve the walk appeal and walkability of the neighborhood by providing enhanced pedestrian circulation around the site and with neighboring parcels. The special needs population served will be homeless and disabled veteran households and will help reduce veteran homelessness across Sacramento County. The proposed use will include dedicated on-site property management to maintain and operate the property in a decent, peaceful, and safe manner. The proposed number of housing units is below the maximum allowed in the zoning regulations and would result in a development that is less intensive than could otherwise be allowed.

The proposed use will not be detrimental to the health or safety of residents at the site itself or to persons residing or working in the neighborhood in regards to airport noise and safety as described in findings 3.a-3.e below.

- b. **Finding:** The establishment or proposed use will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Evidence: Granting the CUP would not be detrimental to property or to future improvements within the neighborhood. Multifamily residential is consistent with the OMU General Plan land use designation, and requires approval of a CUP in the BP zoning district. The project is surrounded by other BP and residential zoned properties and will be consistent with other uses allowed within these zoning designations.

The site has been designed to take into consideration how to safely accommodate vehicular traffic and pedestrians walking throughout the site. Ingress and egress to the site has been designed to meet the minimum requirements, including emergency vehicle access. Sufficient parking, through a Density Bonus Incentive request for the provision of affordable housing to low-income households, has been provided on the site to accommodate residents and guests visiting the site.

- 5. Pursuant to Public Utilities Code Section 21676, the proposed adoption of the conditional use permit (the “Proposed Action”) was referred by the City to the ALUC on March 22, 2024. The ALUC responded by email on April 12, 2024. The ALUC determined that the Proposed Action was incompatible with the Mather Airport Land Use Compatibility Plan because (1) the project site lies within Safety Zone 3 of the Airport Land Use Compatibility Plan (Inner Turning Zone) where the maximum number of dwelling units permitted per gross acre is 0.5; and (2) the project site is located in the 60-65 CNEL noise contour, where all residential uses are prohibited. The City has carefully considered the ALUC’s incompatibility determination and hereby proposes to overrule the commission based on the following findings that the Proposed Action is consistent with the purposes of Public Utilities Code Section 21670 regarding the protection of public health, safety and welfare in areas surrounding airports:

- a. **Finding:** The Proposed Action is consistent with the purpose “...to provide for the orderly development of public use airports in this state...”

Evidence: The proposed use is located approximately ½ mile away from the nearest airport runway. To prevent future residents of the proposed residential use from objecting to development of, or around, the airport, prospective tenants will receive notification in the Public Report prepared by the California Department of Real Estate disclosing the fact to prospective tenants that the parcel is located within an Airport Policy Area. Tenant rental/lease agreements will include a copy of the disclosure notice.

The proposed use meets applicable zoning regulations and non-architectural related design guidelines as described in the Mather Field Specific Plan for the

Campus Subarea and Campus Area Design District, including orienting the buildings around a central courtyard open space linked by pathways to adjoining parcels, placing parking at the rear of the site to create a more park-like and pedestrian character along the project frontage, meeting front, side, and rear building setbacks, and providing ornamental perimeter fencing. The project meets applicable development standards notwithstanding two Density Bonus Incentives, available through the State's Density Bonus Law for residential developments that provide affordable housing to lower income households, being requested by the project to increase the maximum height to 45 feet, consistent with adjacent residential uses, and decrease the minimum required off-street parking to 35 spaces. The project will be conditioned to meet applicable architectural related design guidelines for when the project submits for Major Design Review. Therefore, the use will comply with, and provide for, the orderly development of the Mather Field Airport.

b. Finding: The Proposed Action is consistent with the purpose "...to provide for the orderly development of...the area surrounding airports to promote the overall goals and objectives of the California airport noise standards..."

Evidence: The 65-69 CNEL noise contour zone cuts midway across the proposed site. The California Building Standards Code requires minimum noise insulation performance standards that buffer exterior noise. The structures in the 65-69 CNEL noise contour zone would be constructed to achieve the required noise performance standards. This would minimize human exposure to excessive noise.

Likewise, the Sacramento County Department of Airports has provided to the City on December 12, 2023 mitigation conditions for residential development inside 60 CNEL noise contour at Mather Airport: 1) provide minimum noise insulation to 45dB CNEL within new residential dwellings with windows closed in any habitable room; and 2) verification of interior sound levels post construction accomplished through the execution of noise testing in accordance with provisions provided by the Sacramento County Department of Airports. The project will adhere to these conditions, further minimizing human exposure to excessive noise.

c. Finding: The Proposed Action is consistent with the purpose "...to provide for the orderly development of...the area surrounding these airports so as...to prevent the creation of new noise and safety problems..."

Evidence: Noise problems are addressed in the finding above and are determined not to create a new noise problem. Prevention of new safety problems is addressed in the paragraphs below.

The site is located in Safety Zone 3, Inner Turning Zone. Normal maneuvers performed in this safety zone are especially by small, piston-powered aircraft, turning base to final on landing approach or initiating turn to en route direction on departure. Airplane altitudes are less than 500 feet above runway, particularly on

landing (California Airport Land Use Planning Handbook, pg. 4-22). There is one regular flight path identified within 100 ft of the proposed project location. An aircraft on this flight path is not conducting an inner turning maneuver while flying near the project site. It has either taken off and then already aligned to its en route direction, or has not yet reached its final turning base to final landing approach where it would perform an inner turning maneuver. Therefore, the specific location will not present an excessive safety hazard as it would not be located in the flight path of small or large aircraft performing an Inner Turning Zone maneuver without those aircraft already deviating from a normal landing approach flightpath.

The State of California Department of Transportation Division of Aeronautics has created guidelines for the creation of safety zones around airports via the California Airport Land Use Planning Handbook (2011) (the "Handbook"). The Handbook generally describes Inner Turning Zones as extending 30 degrees off the center line of the runway, based on mathematical analyses of accident location data. However, the Handbook notes these generic zones are a starting point as considerable judgment is required when creating zones for a particular airport and gives airports discretion for setting safety zone boundaries. The proposed use is located in a safety zone that is considerably expanded from the 30-degree minimum of nearly 45 degrees, in part to accommodate the one regular flight path noted in the paragraph above, which would not be making an inner turning zone maneuver over the proposed site. Nevertheless, the proposed site is similarly located on the very edge of Safety Zone 3. Adjacent parcels to the west are located in Safety Zone 6, which does not limit multifamily residential uses. If the Handbook guidelines had been more strictly followed the proposed project site would be located in Safety Zone 6. Considering these points, the proposed use would not create a new safety problem.

The proposed use is orderly when considered in relation to existing regional campus development serving veterans and homeless households. The proposed use is adjacent to other multi-family properties to the north with a similar residential dwelling intensity that were previously not located in Safety Zone 3 until the CLUP update in 2022. These adjacent properties to the north are permitted to go as high as 50 feet. This proposed use will match these similar existing uses, but maintain a lower maximum height of 45 feet, and will maintain existing trees on the proposed site that extend above 45 feet. Therefore, the proposed use will not create an additional safety hazard for low-flying aircraft.

The proposed use is also a valuable component that expands and adds missing services to the existing regional campus serving the needs of veterans and homeless households. This is consistent with and will significantly advance the Mather Field Specific Plan and its Planning Principals and Policies that emphasize cohesive campus development (Policy M-LU-13), the promotion of an attractive residential neighborhood (Principle 8), and promotion of components that reflect the area's historical significance as a military airfield (Principal 9).

The proposed project will serve very-low income homeless and disabled veterans with a priority of serving senior veterans aged 62+. This population is among the most vulnerable to health impacts among homeless populations. This proposed use would create safe, permanent housing with supportive services for this population, which has been proven to dramatically improve this population's health outcomes. The specific location of the proposed use represents a unique opportunity because it is already owned by a public agency, Sacramento County. One of the largest barriers to developing affordable housing is securing a site, whereas a project at this location will already have crossed that hurdle. The housing and services the proposed use will provide at this location will greatly reduce the current health and safety risks of the homeless and disabled veterans it will house and serve.

d. Finding: The Proposed Action is consistent with the purpose "...to protect the public health, safety, and welfare by ensuring the orderly expansion of airports..."

Evidence: The proposed project is required to include an Avigation Easement prepared by the Sacramento County Counsel's Office granted to the County of Sacramento, recorded with the Sacramento County Recorder, and filed with Department of Airports. The Avigation Easement will acknowledge the property location within the Airport Planning Policy Area and grant the right of flight and unobstructed passage of all aircraft into and out of the subject Airport. Therefore, the proposed project would ensure the orderly expansion of airport operations.

The Mather Airport CLUP was recently updated in 2022 and included expanded noise contours reflecting a theoretical capacity scenario extending beyond the planning horizon for the Draft Master Plan (2034), and similarly expands safety zones beyond the minimum dimensions in the 2011 California Airport Land Use Planning Handbook. It is unlikely that noise contours and safety zones will need to be further expanded in the foreseeable future that would put the proposed project into a more incompatible noise contour or safety zone. The proposed project would be compatible with the current noise contour and safety zone as evidenced by these findings 3.a-3.e. Since these noise contours and safety zones reflect the capacity growth scenario, the project would therefore protect the orderly expansion of the Mather airport up to its theoretical maximum capacity.

e. Finding: The Proposed Action is consistent with the purpose "...to protect the public health, safety, and welfare by...the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public airports to the extent these areas are not already devoted to incompatible uses" (California Public Utilities Code Section 21670(a)(2)).

Evidence: The proposed use will be conditioned to include land use measures that will minimize excessive noise hazards, including notification to tenants that the proposed location is within an Airport Policy Area, meeting State Building Code Acoustic standards, and performing a post construction test to determine that

internal noise levels meet the required standards, as described further in the findings above.

Analysis of the safety hazards to the proposed use at this specific location in Safety Zone 3, as described in the findings above, have found that this land use is appropriate for this specific site. There are minimal regular flight paths over the proposed location, and none of those are engaging in Inner Turning Zone maneuvers. Future flight paths conducting Inner Turning Zone maneuvers near this specific site are unlikely due to the greatly expanded size of this particular Safety Zone 3 and since the proposed location is located on the very edge of that zone.

The proposed use is an essential continuation of the adjacent campus dedicated to residential uses serving veterans and homeless households and is not creating a new incompatible use within this safety zone. The project will match these adjacent neighboring uses in height and intensity and the height of surrounding trees. Therefore, adoption of this conditional use permit for multi-family residential use will protect the public health, safety, and welfare and will minimize the public's exposure to excessive safety hazards.

5709350.2

MATHER VETERANS VILLAGE PHASE 4

DIRECTION TO SUBMIT TO THE AIRPORT LAND USE COMMISSION

GOALS FOR THIS PRESENTATION

1. Present the Mather Veterans Village Phase 4 Project Overview and Conditional Use Permit Application
2. Present and Discuss the Mather Airport Land Use Compatibility Situation
3. Receive Direction from the City Council on Whether to Submit the Proposed Action and Findings to the Airport Land Use Commission

MVV PHASE 4 PROJECT BACKGROUND

- In 2021 Council directed staff to look for opportunities to continue additional phases of the completed Mather Veterans Village
- Staff issued a Request for Proposals in July 2022 for veterans focused affordable housing on two sites adjacent to the Mather Veterans Village
- In October 2022 the city selected the proposal from Mercy Housing California and Nation's Finest for two projects, Mather Veterans Village Phases 4 and 5

MVV PHASE 4 PROJECT OVERVIEW

Key project details:

- 70 units of multifamily apartments
- 58 1-bedroom, 12 2-bedroom
- Homeless and disabled veterans or homeless families
- Senior veterans 62 and older a priority
- 50% Area Median Income



MVV PHASE 4 PROJECT OVERVIEW

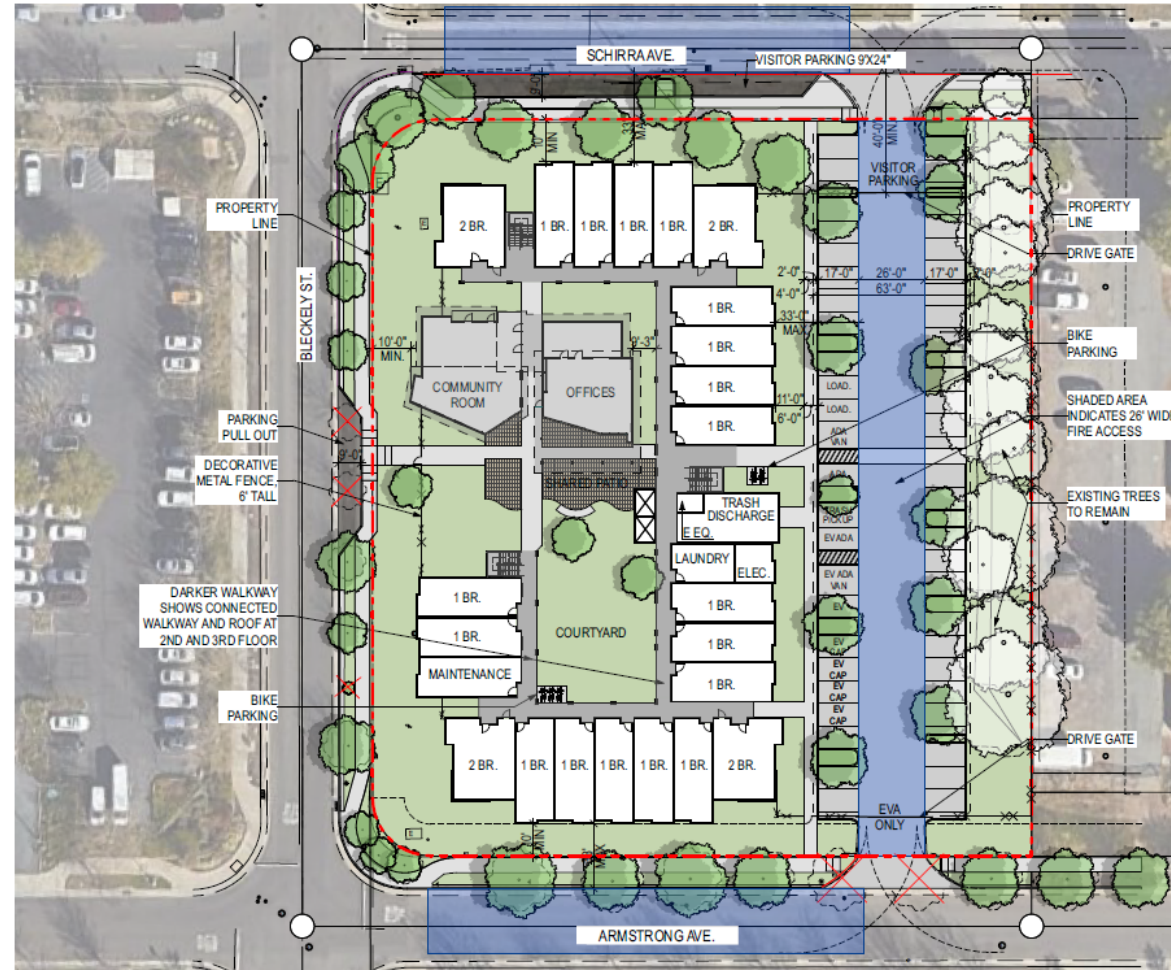
Key project details:

- 4,000 square foot community building
- Central courtyard and shared patio
- 3 Density Bonus

Incentives requested:

- Height limit increase to 45'
- Parking Reduction to 35 spaces
- Setback reduction from 13' to 10'

BIMBAUT: bimbautmogaveroarchitects.com - BIMBAUT/220105 Mather 4 Series - Present Monday, April 22, 2024, 6:00 PM



Site Plan Rotated - scale 1" = 40'

0 20 40 80

MATHER VETERANS VILLAGE PH.4

Revised Site Plan

April 22, 2024

mogavero
ARCHITECTS

SITE INFORMATION:

APPROX. 1.75 ACRES TO R.O.W.

APPROX. DENSITY: 40 D.U./ACRE

UNIT MIX:

(58) 1-BEDROOM UNITS

(12) 2-BEDROOM UNITS

TOTAL: 70 UNITS

4,000 SF COMMUNITY BUILDING

APPROX. 45 PARKING SPACES

INCLUDING ADA, EV, LOADING

6 BICYCLE PARKING

MAX. BLDG. HEIGHT: 45'

MVV PHASE 4 PROJECT FUNDING

Project Funding Secured:

- \$2,000,000 American Rescue Plan Act– City of Rancho Cordova
- \$3,000,000 American Rescue Plan Act – Sacramento County
- 70 Project Based Vouchers – Sacramento Housing and Redevelopment Agency
- \$1,000,000 Community Project Funding – Congressman Ami Bera
- Land Contribution – City of Rancho Cordova/Sacramento County
- *\$467,000 Permanent Local Housing Allocation – City of Rancho Cordova (*May 20 request)

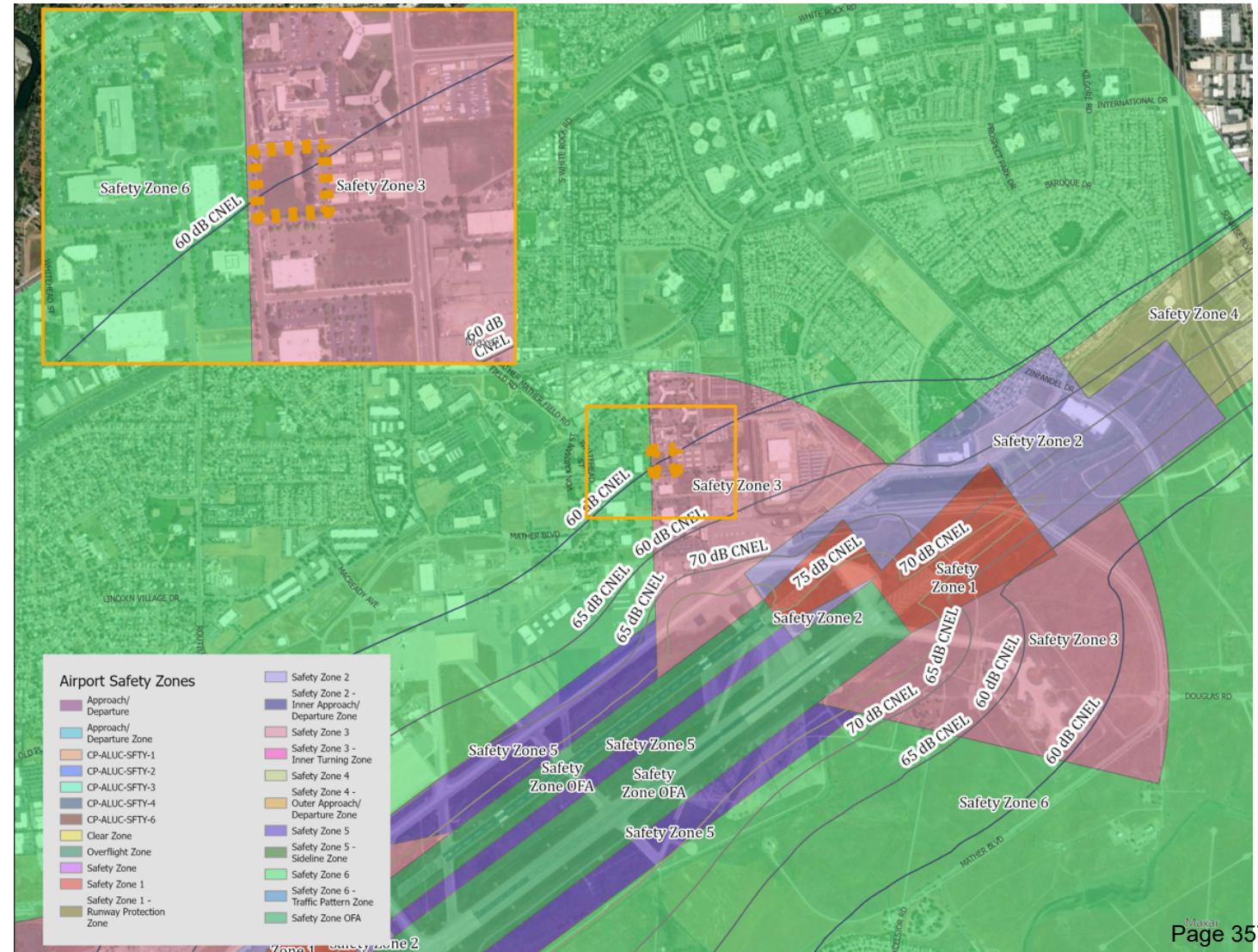
CONDITIONAL USE PERMIT APPLICATION

- Project Zoning: Mather Field Specific Plan - Business Professional (2003 Sacramento County Zoning Code)
 - Multifamily Family residential requires a conditional use permit in this zone
- Proposed use will add diverse housing stock, serve a special needs population, leverage the Veteran's Administration Medical Center and public transit
- Redevelop a vacant and underutilized parcel to improve the neighborhood, and include dedicated on-site property management to maintain and operate the property
- Will be conditioned to meet the city's design guidelines, all applicable landscaping, lighting, and other city design requirements – consistent with surrounding uses, heights, setbacks
- Approval would not be detrimental to the surrounding neighborhood and has been conditioned to minimize any potential impacts the residential use may have
- CEQA exempt – Consistency with Community Plan, In-Fill Development, Affordable Housing

AIRPORT LAND USE COMPATIBILITY

The project is located within the Mather Airport Land Use Compatibility Plan (ALUCP) area

- The Airport Land Use Commission (ALUC) makes a determination of compatibility
- Project is incompatible due to:
 1. Location in Safety Zone 3
 2. Within 60-65 CNEL (Community Noise Equivalent Level) noise contour



AIRPORT LAND USE OVERRULE PROCESS

The City Council may overrule the ALUC determination by following the process in CA Public Utilities Code Section 21676(b)

Steps:

1. City Council directs staff to submit the Proposed Action (approval of the CUP) and Findings to the ALUC and Caltrans, 45 days prior to taking final action
2. The Findings must show the project is consistent with the purposes of Public Utilities Code Section 21670 regarding the protection of public health, safety and welfare in areas surrounding airports
3. The ALUC and Caltrans have 30 days to submit advisory comments
4. The City Council includes the ALUC and Caltrans comments received into the final overrule action and adopts the Proposed Action and Findings by a two-thirds vote (4 out of 5)

*Overruling the ALUC releases the airport operator from any liability to property damage or personal injury on the project site caused by airport operations

AIRPORT LAND USE OVERRULE PROCESS

The project must make findings of consistency with the five purposes of Public Utilities Code Section 21670

The Proposed Action:

1. Provides for the orderly development of the airport
 - The project meets applicable zoning regulations, development standards, tenants will be notified that the project is within an Airport Policy Area
2. Promotes the overall goals and objectives of the California airport noise standards
 - The project will provide minimum noise insulation to 45dB, and conduct post construction indoor noise testing
3. Prevents the creation of new noise and safety problems
 - The project location is not applicable to the typical operations and concerns within Safety Zone 3
4. Ensures the orderly expansion of airports
 - The current ALUCP reflects the theoretical maximum capacity airport operations
5. Minimizes the public's exposure to excessive noise and safety hazards
 - The project provides critically needed housing to a homeless population at very high risk of negative health impacts due to homelessness

STAFF RECOMMENDATION AND NEXT STEPS

Recommendation: Direct staff to submit the Proposed Action and Findings to the Airport Land Use Commission and Caltrans

If so directed, staff will:

- Submit the Proposed Action to the ALUC and Caltrans to start the 45 day clock and return to City Council in June for the final overruling action
- Continue to work with Sacramento County on the land conveyance and transaction in June
- Continue to work with the Development Team to prepare the project for design review and a July tax credit application
- Return to the City Council for additional actions related to the execution of this project

PROJECT NEXT STEPS

Mather Veterans Village Phase 4 - Land Acquisition Process

Updated as of 5/6/2024

	March	March	April	April	May	May	June	June	July	July	Notes
ALUC Override Process											Submit to SACOG in early May, complete process by end of June
Finalization of Land Conveyance Documents											Documents finalized in early May
Land Conveyance Council / Board Approvals											Council and Board approvals of land conveyance in early June
Escrow Closing											Escrow closing process completed by end of June
Housing Project Funding Timeline											Tax Credit Application Submittal Deadline July 2

- This timeline would allow construction start as early as Spring 2025

- Next alternative would add 6-9 months at minimum

THANK YOU

COMMENTS AND QUESTIONS?

MEMORANDUM



ITEM 20.2.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **PLANNING COMMISSION AT-LARGE MEMBER NOMINATION AND SELECTION**

RECOMMENDATION

Nominate and make a motion to approve two (2) At-Large Planning Commission Members with terms that will expire in December 2026.

RESULT OF RECOMMENDED ACTION

City Council nomination and vote on the two (2) At-Large Planning Commission Members would fill the seats that were vacated by previous members. The terms of these two At-Large Members would expire in December 2026.

BACKGROUND

Due to the resignation of both of the At-Large members in the past seven months, the Planning Commission is currently made up of only five (5) of the required seven (7) members. When a seat is vacated, an application period of three weeks is required and all applications received are provided to the City Council for review and consideration for possible nomination to fill the vacancy. Vacancies are also filled for the unexpired portions of the terms. The two vacant positions have a term expiration date of December 2026.

APPLICATIONS

The City opened up the application process on two separate occasions and received a total of three (3) applications for the two vacant positions. All three applicants meet the minimum required qualifications, which are:

1. Must be 18 years of age.
2. Shall not be an elected or appointed official of another public entity whose jurisdiction includes any part of the City.
3. Shall reside within the incorporated boundaries of the City of Rancho Cordova.

The City Council recently added the additional desired qualification to have professional experience in a field closely related to development, such as land use or environmental planner, surveyor or engineer, designer, architect, building contractor or other closely related professionals. All three applicants have various professional backgrounds or experience that

would fit within the desired qualifications. The At-Large applications and resumes are included as Attachment 1. Staff has also included a map (Attachment 2) that depicts what neighborhood each current Planning Commissioner resides in and where the applicants reside. This was a reference provided when the City Council selected the seven-member Planning Commission in April 2022 and therefore, is being provided again.

SUMMARY

Staff is requesting that the City Council nominate and make a motion to approve two (2) At-Large Planning Commission Members with a term that will expire in December 2026.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. At-Large Member Applications
2. Planning Commission Applicants

From: [City of Rancho Cordova](#)
To: [Planning Services](#)
Subject: *NEW SUBMISSION* Planning Commission Application
Date: Wednesday, November 1, 2023 11:05:57 PM

Planning Commission Application

Submission #: 2800090
IP Address: [REDACTED]
Submission Date: 11/01/2023 11:05
Survey Time: 32 minutes, 12 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Full Name

Elliott R.. Stevenson, Esq.

Home Address

[REDACTED]
[REDACTED]

Email Address

[REDACTED]

Date of Birth

[REDACTED]

Home Phone

[REDACTED]

Cell Phone

[REDACTED]

Occupation

Attorney At Law

Do you reside within the incorporated boundaries of the City of Rancho Cordova?

Yes

Are you currently serving as an elected or appointed official of another public entity whose jurisdiction includes any part of the city? If so, please state the entity and your role.

No.

If selected, will you be able to attend evening meetings regularly and devote the time necessary to fulfill your duties as a member, including yearly training that may require travel?

Yes.

The following questions will assist the City Council with evaluating your application and learning more about

your interest in becoming a Planning Commissioner.

In several paragraphs, please describe why would you like to be a planning commissioner. Please be as detailed as possible.

I would like to be a Planning Commissioner for the City of Rancho Cordova for many reasons, but I will highlight the two main influential aspects. The first reason is that I am a man of service, and I would like to serve my community. The second reason is that I would like to be involved in the planning of a dynamic city that I have grown up in and have witnessed it's many changes. I consider myself a service-based man who loves to serve and is most fulfilled when I have a purpose. My family comes from a long line of servicemen. My paternal grandfather served in the U.S. Navy for more than 20 years. My maternal grandfather served in the USAF for more than 20 years. My father served in the U.S. Navy as a dentist. Coming from that line of tradition I decided to continue serving our country, and specifically the State of California by earning my commission in the California State Guard. Currently, I am a First Lieutenant JAG officer with the duty of assisting service men and women with estate planning prior to deployment. My desire to be of service is strong, and I believe that serving on the planning commission will allow me to serve in a new and exciting way. The second reason that I would like to be a Planning Commissioner is that I was raised in Rancho Cordova and have seen it's many changes over the years. I believe that I can offer a point of view that is unique. While growing up here, I attended Cordova Meadows Elementary School and Mills Middle School. After the 8th grade, my mother bought a home in Roseville, so the family relocated. However, I vowed to return to the city one day. The reason that I came back is that I wanted to help. I still remember going to the BX on Mather AFB, the Mills Little League parade, and Cordova Lanes. I think that Rancho Cordova has a lot to offer its citizens and the Sacramento Metropolitan Area. I would like to be a part of something important and part of a team that has proven success and positivity.

In several paragraphs, describe your interest and involvement in your neighborhood and the community as a whole. Please be specific and include examples.

I have been involved in my neighborhood and in the community in several different ways. The first and most important is being involved in my children's education. I have one daughter at Cordova High School and one son at Williamson Elementary School. I am a part of the PTA at both of their schools. I have also donated school supplies and I participate in the community give-back program at the local Staples on Sunrise Boulevard. Together with a gentleman who used to be my little league coach at Mills Middle League, I founded a non-profit named, "I Love Rancho Cordova". Our goal is to support the local elementary schools by donating school supplies. We also hope to establish an after-school program at either Mills Middle School or Mitchell Middle School. In the meantime, we have mentored several young men enrolled at Mitchell Middle School. I volunteer and donate to an annual BBQ hosted by the O.K. Program, a program of which I was a part of during my time at Cordova Meadows and Mills. The BBQ is usually at either Hagan Park or at Cordova High School and it acts as a reunion for numerous individuals associated with the City of Rancho Cordova. I have been a member of Saint John Vianney Catholic Church on Coloma Road since the late 1980's and have donated time and volunteered at various events over the years. Most notably, I volunteered at their annual crab feed. For the past three years I have donated a Thanksgiving dinner to a family in need. I volunteered to coach my son's little league baseball team during his T-Ball year at Rancho Cordova Little League. My interest in the neighborhood and community is strongest in the Coloma Road area. My law office is located on Lincoln Village Drive and I offer paid and pro bono services for those in need from the City of Rancho Cordova, specifically. I have volunteered at the Capitol Air Show numerous times being a security guard on the flight line. Owner of Adopt-A-Highway locations on U.S. 50 East and West.

In several paragraphs, what do you like best about being a resident of the City of Rancho Cordova? Please be specific and include examples.

I like so many things about being a resident of the City of Rancho Cordova, it is hard to narrow it down to just one aspect. One of the best parts of being a resident of the City of Rancho Cordova is the ability to be a part of the history and tradition. My family came to the city in the 1960's when my grandfather was stationed at Mather AFB. My mother, aunts, and uncles attended elementary, middle, and high school here in Rancho Cordova. I have heard many stories over the years about Rancho Cordova's past. I feel blessed that now I am experienced and educated enough to give something back to the city and to make my own mark. Aside from the intrinsic values, one of my

favorite parts of the city is the American River. There is truly nothing like it in the Sacramento region. I like to just hang out by the water, or take a float during the 100 degree weather. My kids especially like to walk down by the banks and see the fish and the wildlife. Another aspect I love about the city is the culture and diversity. In the area that I am in, as you may well know, everyone comes from their various elementary schools, on to the two middle schools, and then on to Cordova to become Lancers. I love the comradery that is built during that process. I also love all of the different ethnic backgrounds that the city has to offer. The other great part about the city is that it also offers new construction and new businesses for those interested in something new. I appreciate the older part of Rancho Cordova, but also I appreciate the new areas as well. Although I do not live in the newer area, I am fond of the new growth and opportunity there. I also like the availability of the Light Rail system here. I used to commute to and from downtown Sacramento every day prior to becoming an attorney. It was beneficial to be able to ride the train to avoid traffic and parking. The last thing that I like the best about the city is the hard work ethic that is instilled here.

Attach a copy of your resume.

Elliott R. Stevenson Resume.pdf

I declare, under penalty of disqualification and termination, that all statements in this application are true and complete to the best of my knowledge.

Applicant's Signature

Elliott R.. Stevenson, Esq.

Date

11/01/2023 12:00 AM

Thank you,

City of Rancho Cordova

This is an automated message generated by Granicus. Please do not reply directly to this email.

Elliott Stevenson, Esq.
Attorney at Law

PROFILE

Results based, effective and passionate advocate. Dedicated, compassionate and motivated.

EXPERIENCE**Associate Attorney — Abramson Labor Group****2023 — Present**

Workers' compensation applicant's attorney.

Founder — I Love Rancho Cordova**2022 — Present**

President of a 501(c)3 with the goal of educational support and city pride.

Owner — The Stevenson Law Office**2021 — Present**

Solo practitioner.

1st Lieutenant Judge Advocate — California State Guard**2021 — Present**

Responsible for preparing various documents for soldiers prior to deployment.

Chief Financial Officer — The Jerry Manuel Foundation**2016 — Present**

Legal compliance with non-profit local, state, and federal laws.

Board of Directors — Sacramento Masonic Building Association**2016 — Present**

Legal affairs, public relations, and office management Director.

Analyst — California Department of Transportation**2008 — 2018**

Legislative affairs liaison and budget analyst.

VOLUNTEERISM**California Department of Transportation — Adopt-A-Highway Program****2021 — Present**

Two trash removal sites. One located on U.S. Highway 50 East between Mather Field Road and Zinfandel Road, and one on U.S. Highway West between Sunrise Boulevard and Zinfandel Drive.

EDUCATION

California State University Sacramento, Bachelors of Arts — 2008

Lincoln Law School of Sacramento, Juris Doctorate — 2016

BAR ADMISSIONS

California Supreme Court — 2021

United States District Court, Eastern District of California —2022

United States Court of Appeals, Ninth Circuit — 2022

MEMBERSHIPS

American Bar Association

California Lawyers Association

Sacramento County Bar Association

Wiley Manuel Bar Association of Sacramento

National, California, and Sacramento Association of Realtors

California State University, Sacramento, Alumni Association

Kappa Alpha Psi Fraternity, Inc.

Prince Hall Free and Accepted Masonry



From: [City of Rancho Cordova](#)
To: [Planning Services](#)
Subject: *NEW SUBMISSION* Planning Commission Application
Date: Friday, November 3, 2023 10:40:08 AM

Planning Commission Application

Submission #: 2803087
IP Address: [REDACTED]
Submission Date: 11/03/2023 10:40
Survey Time: 36 minutes, 49 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Full Name

Tegan Knifton

Home Address

[REDACTED]
[REDACTED]

Email Address

[REDACTED]

Date of Birth

[REDACTED]

Home Phone

[REDACTED]

Cell Phone

[REDACTED]

Occupation

Regional Workforce Development Manager

Do you reside within the incorporated boundaries of the City of Rancho Cordova?

Yes

Are you currently serving as an elected or appointed official of another public entity whose jurisdiction includes any part of the city? If so, please state the entity and your role.

Board Member, Community Enhancement & Investment Fund Citizen Oversight Board

If selected, will you be able to attend evening meetings regularly and devote the time necessary to fulfill your duties as a member, including yearly training that may require travel?

Yes

The following questions will assist the City Council with evaluating your application and learning more about

your interest in becoming a Planning Commissioner.

In several paragraphs, please describe why would you like to be a planning commissioner. Please be as detailed as possible.

Council Members, I am grateful for the opportunity to be considered for the open Planning Commission seat. I have been a Rancho Cordova resident since 2010 and while I was born and raised in Carmichael, where the rest of my extended family has lived since the 1940's and continues to reside, I have fallen in love with Rancho Cordova and intend to remain a Rancho Cordova resident for years to come. I believe that in order to create positive and lasting change, and to make a difference, we have to get involved. A seat on the Planning Commission means an opportunity to help shape what the City will look like in another 20 years, and is a way to use my knowledge, skills, expertise, and experience to give back to the City. As a resident with children attending Navigator Elementary, Mitchell Middle School, and Cordova High School, I am deeply embedded in our community through the school system and want Rancho Cordova to be a place my children love as much as I do, and where they are proud to call their hometown. I'd like to be a Planning Commissioner because of my passion for economic development and ensuring equitable opportunities for our residents. A role on the Planning Commission will allow me to offer a unique voice and perspective, representing women, parents of school-aged children, and a complimentary and diverse combination of experience with businesses of all sizes as well as non-profit organizations. It's also important to demonstrate to my family, friends, and community that we must be involved where we work, live, learn, stay, and play. Rancho Cordova has offered so much to the community with the organizations and resources we have, but I believe there is more we can do. I want to be part of shaping Rancho Cordova into the City we intend to be, as a vacation destination, a technology and innovation hub, and as THE place people in the region want to live.

In several paragraphs, describe your interest and involvement in your neighborhood and the community as a whole. Please be specific and include examples.

My interest and involvement in the community has been extensive. I am an active resident of Somerset Ranch, having applied for micro grants on behalf of my neighborhood for 4th of July and Halloween events, supported by Measure H. I have served on Navigator Elementary's PTA board, School Site Council, FCUSD District Advisory Council and Budget Advisory Councils, and Mitchell Middle School's PTSO and Music Boosters. I served for two years on the Sacramento Children's Museum board of directors and currently serve as board president of the Community Enhancement and Investment Fund Citizen Oversight Board (my term will end next year). I actively attend River City Christian, having been a member for years, and am intentional about supporting Rancho Cordova businesses with my time and dollars. I have been involved in the City's Development Services Team and weekly meetings since its inception, offering prospective business owners an opportunity to connect with a variety of departments at once, making the process easier and ensuring our businesses are well informed and well connected. In addition to regularly participating in Kids Day in the Park, I-Fest, the PAL Holiday Run, State of the City, the summer concert series, and more, my kids are also actively involved. This year one of my daughters participated in a Speech & Debate course offered at City Hall through the Suvhida Foundation, a Youth Environmental Leadership camp at Splash, and PAL Digital Forensics camp at the Youth Center. My son volunteered over the summer with the Sierra Service Project, making improvements to homes in Rancho Cordova through Day of Service and participated in a Summer at City Hall internship opportunity. Two of my kids swim for the Cordova Blue Marlins swim team, have been members of a Rancho Cordova Girl Scout troop for six years, and we all regularly visit the MACC for classes and art shows. We are Rancho proud.

In several paragraphs, what do you like best about being a resident of the City of Rancho Cordova? Please be specific and include examples.

What I like best about being a resident of Rancho Cordova can be summarized into two things: first, the sense of community and loyalty that exists in Rancho Cordova, and second, the diversity. I tell people all the time that regardless of how well the team is playing that year, there is nothing like a Cordova High football game. The community pride and support is unmatched. You hear stories like how there is a custodian at Cordova who graduated from the school and has worked there now for decades, and those stories are not unique. People stay in Rancho because they love Rancho. I also tell friends and family all the time that living in Rancho Cordova and sending my kids to our public schools has offered them a variety of experiences and access to knowledge they

wouldn't have been able to get in many other places in the region. We celebrated Halloween with our neighbors on Tuesday, Dia de los Muertos in their classrooms and at the Children's Museum on Wednesday, and will attend the Diwali Celebration of Lights this weekend—where else can you be immersed in, and learn to appreciate, that richness of cultural experiences in one week? That is the beauty of living in Rancho Cordova, and that will lead to this next generation changing the world because of their understanding, compassion, empathy, and knowledge of different ideas and perspectives. I wouldn't trade it. Okay, and I'm completely honest, I'd be remiss to leave out the Barrel District. If you want to learn more, or discuss further, you can find me any Saturday night at Log Off for music bingo, JJ Pfister on Wednesdays for trivia, and Drink EEZY any other night of the week reading a book and enjoying a glass of wine. Cheers!

Attach a copy of your resume.

Resume.docx

I declare, under penalty of disqualification and termination, that all statements in this application are true and complete to the best of my knowledge.

Applicant's Signature

Tegan Knifton

Date

11/03/2023 12:00 AM

Thank you,

City of Rancho Cordova

This is an automated message generated by Granicus. Please do not reply directly to this email.

TEGAN KNIFTON

EXPERIENCE**Economic & Small Business Development Senior
SMUD****3/2023 – present
Sacramento, CA**

- Serving in a leadership role representing the region's Zero Carbon workforce needs to the community and regional, state, federal and/or utility workforce initiatives.
- Plan, organize, budget, and manage SMUD regional workforce development program resources and outreach activities, and pursue and collaborate with Sacramento area City and county agencies and community organizations to establish and leverage Sacramento area workforce development programs and collaborate on use of resources, including non-SMUD resources, such as funds and grants.
- Ensure a SMUD leadership and partnership role in Sacramento area workforce development by establishing and maintaining effective working relations with local and state workforce development organizations; pursues and maintains relations with local community organizations and community leaders; and participates as one of SMUD's primary representatives in various workforce development forums and agencies.
- Acts as a primary point of contact for community-based organizations by establishing and maintaining personalized business relationships, identifying customer issues and needs, and proactively developing strategies to deal with unique and diverse challenges; coordinates communications between ethnic and community-based organizations and SMUD departments, management, executive management, and Board of Directors.
- Collaborate with organizations at the C-suite level, community leaders, and politicians to improve the region's Zero Carbon workforce through collective impact; build capacity of individuals, families, neighborhood and broader communities to advocate on their own and achieve collective outcomes.
- Administer the department budget by participating in planning, monitoring and revising partnerships, work plans, expenditures and assignments.
- Negotiate, review and recommend partnerships, sponsorships, contracts, and other written commitments; perform strategic analysis of how customer needs match SMUD priorities, and industry and community trends.
- Monitor, interpret and communicate to SMUD management community and industry patterns and trends, understand the political implications of situations and events pertaining to regional workforce development; analyze community and market changes and/or community or industry developments to determine new business and partnership opportunities; seek new channels for customer feedback.
- Plan and prepare grant proposals for federal, state and other funding sources and conducts research to identify potential funding sources.
- Provide support and monitors results that contribute to achieving SMUD's regional workforce development strategy objectives. Understands SMUD's business and future regional workforce needs related to Zero Carbon jobs.

- Manage and guide work activities associated with CMC workforce development programs in accordance with established task objective and schedule as outlined in project plans and/or contracts, including grants.
- Provide support and monitors results that contribute to achieving CMC's workforce development strategy objectives. Understands CMC's and the region's business and future workforce needs.
- Participate in task forces, coalitions and other regional meetings throughout the greater Sacramento area; advise stakeholders on SMUD's programs and work collaboratively to prioritize regional workforce development needs and link to and/or align with existing or ideate/propose new CMC programs.

Supervisor, Strategic Account Management
SMUD

12/2016 – 3/2023
Sacramento, CA

- Provide direction to a team of Strategic Account Advisors in complex customer interactions, rate negotiations, customized solutions, and ongoing relationships. Ensure the customer relationship is deepened through outcome-oriented, comprehensive account planning and successful plan execution. Maintain a portfolio of the highest level of key customers, navigating upgrades to distribution and transmission systems and successfully facilitating mutually beneficial partnerships.
- Developed and implemented SAA metrics, monitored employee performance, provided timely feedback and took corrective action as required. Provide guidance and mentorship to direct reports, peers, and others in the department. Ensure continued professional development of employees using available internal and external resources.
- Established direct, ongoing, professional relationships with C-suite and decision-making leaders and staff with key customers from grocery, retail, hospitality, and property management segments within SMUD. Assumed responsibility for determining and responding to commercial customer needs. Navigated and understood customers' internal political structure, specifically at the executive level, and attended customer meetings, presentations, focus groups, and service projects where beneficial. My role as the customer's trusted advisor includes influencing senior leaders in the areas of strategic sustainability planning, community engagement and partnerships, assisting with process improvement that includes strategies for encouraging employee behavioral change. Customers include C-suite executives from organizations that include Raley's, Safeway, DOCO, the Sawyer Hotel, and the Sacramento Kings.
- Increase participation in new and existing SMUD services, coordinated requests for services with responsible departments and initiated new service programs based on in-depth analysis of customer needs, most recently in the Multifamily property management sector as it relates to SMUD's 2030 Zero Carbon Plan.
- Act as a subject matter expert in Rates, Energy Services, Customer Services and Billing, Energy Operations, and Distribution Services for Retail, Property Management, Multifamily, and Hospitality key customers. Additionally, resolve various customer-related policy and service issues reported through management pertaining to aforementioned areas.
- Represented Commercial Delivery in the Commercial Rate Restructure (CRR), receiving a Power Done Right award for Q1 2022; effectively led a team of SAA's and my portfolio of customers through the CRR with zero customer complaints or escalations.
- Work with internal teams to ensure operational efficiencies and service levels exceed customer expectations through strong customer service orientation, with excellent follow through.
- Work with electrical and general contractors to smoothly navigate customer projects and promote SMUD programs and services, including SEED and Sustainable Communities offerings.

- Develop, propose, negotiate, and implement sponsorships, contracts, and MOU's.
- Support SMUD efforts with respect to community involvement by participating regularly in community service activities and organizations, including Board service for the Sacramento Children's Museum.
- Employ change management techniques and best practices to ensure employee engagement through a department realignment, maintaining a seamless customer experience, most recently through a reorganization and change in primary CRM from SalesLogix to SAP Sales Cloud.
- Planned, coordinated, and implemented the first Commercial Blitz, including developing targeted marketing materials and messaging for SAA's to share with customers. This activity encouraged engagement across all Commercial Delivery teams, requiring collaboration across segments.
- Created and implemented email and physical marketing campaigns to share messaging with targeted customers around outage preparation, customers' Annual Relationship Summaries, and segment-specific leave-behinds for the food service segment.

**Supervisor & Senior CSR, Contact Center
SMUD**

**12/2011 – 12/2016
Sacramento, CA**

- Developed, implemented, and evaluated performance measures, application, planning and evaluation for Contact Center CSR's in alignment with SMUD 3.0 Competencies that included Average Handle Time, First Call Resolution, and Quality Assurance.
- Served as the main point of contact for achieving all Contact Center Safety targets.
- Supported process improvement through participation in journey mapping, business process mapping, and decision-making meetings for Payment Arrangements and Web Moves. Identified opportunities for process improvement, operational efficiency, and improved data governance, and initiated and implemented change.
- Demonstrated ability to work with and support cross-functional project teams, including Grid Assets, Commercial Delivery, Marketing, and others.
- Utilized project management tools, techniques, and methodologies to initiate, develop, and implement process improvement across Customer Operations for Law Enforcement Information Requests.
- Maintained a focus on customer experience excellence through the Customer Experience Guiding Principles.
- Gained experience with Work Force Optimization tools such as Work Force Management, Quality Assurance, Interactive Voice Response, Self Service Web and Mobile technologies, and Exception Management.
- Prioritized and coordinated daily, weekly, monthly, and annual tasks to complete projects within deadlines.
- Initiated and implemented process improvement for the EnergyHelp program through the BTRSR, working collaboratively with Customer Solutions and IT.
- Demonstrated effective Interpersonal Savvy as the Key Campaigner for the Contact Center in the 2013 Combined Charities campaign, increasing giving and participation 300% over the prior year.
- Provided Customer Experience Excellence through SMUD's telephone customer service channel to both peers and customers, deescalating calls pertaining to sensitive subjects throughout the Smart Meter roll out.

Branch Manager/Business Specialist
Washington Mutual Bank – JPMorgan Chase

6/1999 – 8/2001, 5/2005 -12/2011
Sacramento, CA and Spokane, WA

- Opened two new build branches in Elk Grove, CA and successfully executed business strategies that led to record setting profitability among new branches. Hired, trained, evaluated, and supervised staff for branches of up to 16 employees.
- Effectively partnered with community leaders to drive business and create lasting professional relationships and equitable banking and lending opportunities with customers in Elk Grove and Spokane, and the surrounding areas, including those within disadvantaged and underserved communities.
- Worked to provide strategic, operational, and fiscal leadership while working to reach the company's long-term goals and maintain organizational vision.
- Leveraged change management practices and methodologies to affect sustainable cultural change at the branch level during JPMorgan Chase's acquisition of Washington Mutual.
- Worked collaboratively with loan, business, and investment teams to guide development for client growth with a focus on equitable access for minority-owned, women-owned, and veteran-owned businesses.
- Utilized principles and techniques of research and analysis to identify opportunities for efficiency in staffing, effectively utilizing FTE to decrease costs and increase profitability.
- Managed contracts with vendors such as Garda, ADP, Siemens, Paychex, the Federal Reserve, and Deluxe to ensure compliance with all rules and regulations.

EDUCATION/CERTIFICATIONS

BS, Kinesiology, California State University, Sacramento
California Preliminary Credential

MS, Organizational Management, University of Arizona

U.S. Chamber Talent Pipeline Management Program Certification

ACHIEVEMENTS

- Leadership Rancho Cordova alumni, class of 2016
- Sacramento Children's Museum Board of Directors, January 2016 to January 2018
- Proficient in Microsoft Office applications, including Word, Excel, Outlook, Teams and PowerPoint
- Recognized with SMUD's 2018 "Spirit of SMUD" award for community involvement in 2017
- Western Energy Institute's Business Acumen for Emerging Leaders graduate, class of 2019
- Mentor for the 2020/2021 WEI Business Acumen for Emerging Leaders program
- Board chair, Rancho Cordova Community Enhancement Fund Oversight Board, 2020-current
- Folsom Cordova Unified School District Advisory Council & Budget Advisory Committee member, 2020-2022
- SMUD Power Done Right award in Q1 2022 for work on the Commercial Rate Restructure

- SMUD Power Done Right award in Q4 2022 for creating the Mentoring Program
- SMUD Power Done Right award in Q1 2023 for Storm Response
- SMUD Women's Employee Resource Group board member, 2019-current

RANCHO CORDOVA
CALIFORNIAPLANNING COMMISSION
APPLICATION

MAR 28 2024

PLANNING

Return the completed application and your resume to the city's Planning Division,
2729 Prospect Park Drive, Rancho Cordova, CA 95670
by or before the application due date of March 29, 2024 at 5 PM.

Full Name: David Vincent Huhn
 First Middle Last
 Home Address: [Redacted] [Redacted] [Redacted] [Redacted]
 Number Street City State Zip Code
 Email Address: [Redacted] Date of Birth: [Redacted]
 Telephone: [Redacted] [Redacted]
 Home Cell
 Occupation: Licensed Mechanical Engineer

Do you reside within the incorporated boundaries of the City of Rancho Cordova? ☒ Yes ☐ No

Desired Membership (check all that apply): ☒ Regular Membership ☐ At Large Member

If not selected for your desired membership, are you willing to be considered for the other membership? ☒ Yes ☐ No

Are you currently serving as an elected or appointed official of another public entity whose jurisdiction includes any part of the city? If so, please state the entity and your role.

No. I serve on the Property Board at my church which is in the city of Fair Oaks.

If selected, will you be able to attend evening meetings regularly and devote the time necessary to fulfill your duties as a member, including yearly training that may require travel?

I own and operate an Engineering Company based in Rancho Cordova. My schedule is somewhat flexible and evenings are typically open but travel will require at least a 2-week period for planning purposes.

The following questions will assist the City Council with evaluating your application and learning more about your interest in becoming a Planning Commissioner. Attach a separate sheet if additional room is needed.

In several paragraphs, please describe why would you like to be a planning commissioner. Please be as detailed as possible.

Developing plans is what I do for a living and it is my passion. Happily, my wife shares the same passion (she's an architect). Our dinner conversation would bore most people but they focus around the planning for whatever projects we're looking at. The key to successful planning is first, understanding the rules in their entirety, the application of imagination and the availability of time, labor, materials and budget.

I've been designing buildings, sites and systems since 1994 and virtually 100% have been successful. One notable site was Lots 77 and 78 on International Drive. You may know them as the old Verizon buildings. I designed them in one weekend and they turned out great. Along with those, I also designed the plumbing and Mechanical systems for 80% of the buildings along International Drive including the VSP campus and those pretty mirrored buildings on Prospect Park.

I was the Chief Engineer for the Sacramento City Hall building including the restoration of the historic original 1920 building. I also did the full planning and Engineering for the Amazon Headquarters twin towers in Sunnyvale. The list of projects is a mile long and every customer has been retained through the years.

Successful Planning requires a LOT of consideration and thoughtfulness in regards to the "what-if" scenarios. How do you handle the various conditions whether they be weather, political, social or otherwise. All viewpoints must be at least considered when planning a project. That takes some time and input from all involved parties.

Like I tell my students, each of us views a project through a different lens and success requires that each of those

In several paragraphs, describe your interest and involvement in your neighborhood and the community as a whole. Please be specific and include examples.

I am not an activist and rarely participate in those sorts of things. My focus is on making our lives better through the built environment. Superior performing facilities that serve people is where my attentions go. Whether a church, a school, a shopping center, a road, a park or an airport, public facilities define our standard of living and when they are done with a creative and strong team working in the background, we all benefit.

I started out in Rancho Cordova in the late 60's (we lived in Lincoln Village and on Barbera Way) but left in 1972. I always had fond memories of this place and it was my goal to return. I returned in 1985, graduated from Cordova High School and have remained a Rancho Cordova resident ever since. As my career continued to improve, many encouraged me to move to Folsom or El Dorado Hills but Rancho is my home and instead of bashing my home town, I opt to make it better. My hat is off to our City Council as they have continued to improve this city year after year since our inception. Kudos to all of you.

Regarding community involvement, I was a member of the Active 20-30 club and did the planning for Air Show parking in years two and three (Not the first year... what a disaster that was). I served two terms as president of the American Society of Plumbing Engineers (Nor Cal chapter), taught a senior level Construction Management course at CSUS for 15 years and served two terms as president of my church through Covid and all that surrounded it.

ITEM 20.2**ATTACHMENT 1**

In several paragraphs, what do you like best about being a resident of the City of Rancho Cordova? Please be specific and include examples.

Where do I start?.... Rancho Cordova is my home. Why? Because I feel at home here.

There's a vibe in this town that resonates with me. From my teen years into my 50's, that's never changed. How to describe that energy is difficult to put into words. I love the way it smells here in the Fall. The American River and the parkway are an absolute gem. Our proximity to the freeway and to natural beauty are both equally and easily accessible. Not a lot of other places can say that. The soil, the plants, the people, all connect with me on a soulful level. Just look at us on Independence Day!!

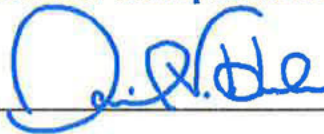
I remember when Rancho was a dumping ground for Sacramento County. I saw the gangs, the drugs, the crime but then we became our own city. The bad elements disappeared, the roads were fixed, the blight patrol cleaned up the nasty houses and the Council is doing wonders with Folsom Boulevard.

This city is has been on an upswing for 20 years and if I can use my unique skill sets to continue that trajectory, that would be a positive for the city and for me personally.

If the Council decides to go in a different direction, that's OK. I'll continue to support my home town and its leadership in a most positive way for all of my days.

I declare, under penalty of disqualification and termination, that all statements in this application are true and complete to the best of my knowledge.

Applicant's Signature: _____



Date: 03/19/2024

DAVE HUHN, P.E.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SUMMARY: A dynamic individual with a strong record of achievement. Extensive work experience in a wide variety of HVAC and Plumbing projects. Highly motivated, intuitive and effective at customer relations. Highly proficient in managing people, time and resources for maximum productivity and efficiency.

WORK EXPERIENCE:

Peters Engineering (Sacramento, California)

2016–2020

Engineering Manager

Responsible for procuring new clients, maintaining existing clients, acquiring contracts, managing work load, mentoring employees and delegating responsibilities. Specific responsibilities include:

- Meeting with potential clients and offering expertise to develop solutions to meet their specific needs.
- Developing fee proposals and negotiating with clients.
- Reviewing design drawings and specifications.
- Working with staff designers and engineers towards constant improvement.
- Responding to AHJ reviews and comments to acquire building permits.
- Providing final sign-off for completed projects.
- Final review and approval of submittals and responding to RFI's.
- Attending regular site meetings to review construction quality.
- Assuming full responsibility for projects.

California State University (Sacramento, California)

2007–Present

Adjunct Professor CM 136 – Principles of Mechanical, Electrical & Plumbing

Responsible for the development of the curriculum and maintaining full accreditation for the School of Construction Management. Specific responsibilities include:

- Authoring an annual syllabus in conjunction with a self-developed curriculum.
- Working with the University Faculty to define Specific Learning Outcomes.
- Delivering regular class lectures to as many as 60 students each semester.
- Assigning and evaluating homework assignments.
- Writing and grading test materials and maintaining records.
- Interviewing with accreditation boards to gain and maintain our credentials.

Consistently received high marks (93 to 97%) as determined by student questionnaires and interviews.

Glumac (Folsom, California)

2012–2016

Senior Project Engineer

Responsible for the design, construction and profitability of high-level HVAC projects with a primary focus on the Tech Sector:

- Working with corporate managers to develop scoping documents.
- Managing a design team to deliver complete Construction documents and meeting specific benchmark deadlines.
- Providing mentoring for new hires.
- Developing design standards for clients (Intel, Amazon, etc.)
- Coordinating work load with the Shanghai office.

Capital Engineering Inc. (Rancho Cordova, California)

2007–2011

Senior Project Engineer

Team Leader for the coordination and design for the construction of HVAC projects that fall outside of the existing four-team model. The fifth team was responsible for all projects that were not related to Health Care, Education or Civic:

- Coordinating team efforts with the principals for the development of specific market sectors.
- For one year, managing the Alameda office working on a major project for the Department of Veterans Affairs.
- Assisting other teams through periods of indecision or high work load.
- Coordinating Mechanical designs with outside architectural, electrical and structural consultants.
- Working with the Construction Administration department to validate complex projects providing quality assurance and effective communication with contractors

Airco Mechanical Inc. (Sacramento, California)

1994–2007

Project Engineer

Responsible for the design and construction of HVAC projects ranging from typical tenant improvements to laboratories, restaurants, hospitals and multi-building campus developments. Specific responsibilities include:

- Meeting with shop foremen and site Superintendents to find the best balance of engineering principles and constructability.
- Developing creative and innovative solutions to increase the performance and profitability of every project.
- Authoring energy studies and Title-24 documentation including LEED reports.
- Collecting quotes from equipment vendors and working with estimators and project managers to develop budgets and proposals.
- Working with my design team to produce professional drawings that are viable and constructible.
- Writing specific Sequences of Operations from typical packaged equipment to full Central Utility Plants
- Controls programming using Automated Logic Controls.
- Working closely with field staff and controls personnel to ensure that each project is built and operates as designed.
- Overseeing each project through its warrantee period and cooperating with the subsequent service company.

EDUCATION

CALIFORNIA STATE UNIVERSITY Sacramento, California 1995 to 1997
Bachelor of Science in Mechanical Engineering Technology

AMERICAN RIVER COLLEGE Sacramento, California 1992 to 1995
Associate of Arts in Design Technology
Associate of Science in Mechanical Design

Cordova High School Rancho Cordova, California 1985 to 1987

ACADEMIC ACHIEVEMENTS

- Deans Honor List attached to each degree.
- Passed the P.E exam on the first attempt in 2003. (lic.# M32545)

ADDITIONAL WORK EXPERIENCE

- | | | |
|----------------------------------|----------------|--------------|
| • Eagle Automotive (Mechanic) | Gold River, CA | 1987 to 1990 |
| • U.S. Marine Corps (Enlisted) | San Diego, CA | 1990 to 1992 |
| • Pasta Fresca (Kitchen Manager) | Fair Oaks, CA | 1992 to 1994 |

REPRESENTATIVE PROJECTS

SACRAMENTO CITY HALL Sacramento, CA

- Lead Engineer on a state of the art, government center.
- Client requirements and exceeding energy conservation standards mandated a creative and innovative solution.
- The project exceeded expectations and came in under budget.
- Voted Project of the year 2005 by the Sacramento Business Journal.

ELLA Sacramento, CA

- Lead Engineer on a first class restaurant in downtown Sacramento.
- Design challenges included connecting 5 hoods to one fan. Each came within 4% of design upon final balancing.
- Multi-use building presented special acoustical considerations.

SUTTER SOLANO Vallejo, CA

- Engineer of Record on a three-story OSHPD level-3 medical building.
- Building included a linear accelerator room that required a unique solution.

AMAZON CORPORATE HEADQUARTERS Sunnyvale, CA

- Engineer of Record for two eight-story laboratory and administrative buildings.

V.A. PALO ALTO Palo Alto, CA

- Team Leader for the full development of a large medical campus.

More work experience on request.

PROFESSIONAL AFFILIATIONS

ASHRAE member since 2003 (member #08026897)
Past President of Northern California ASPE

REFERENCES

Bryan Johnson	Mikael Anderson	Mike Nichols
Principal	CM Department Chair	Branch Principal
Capital Engineering	CSU Sacramento	Glumac
(916) 851-3500	(916) 217-0023	(916) 934-5103

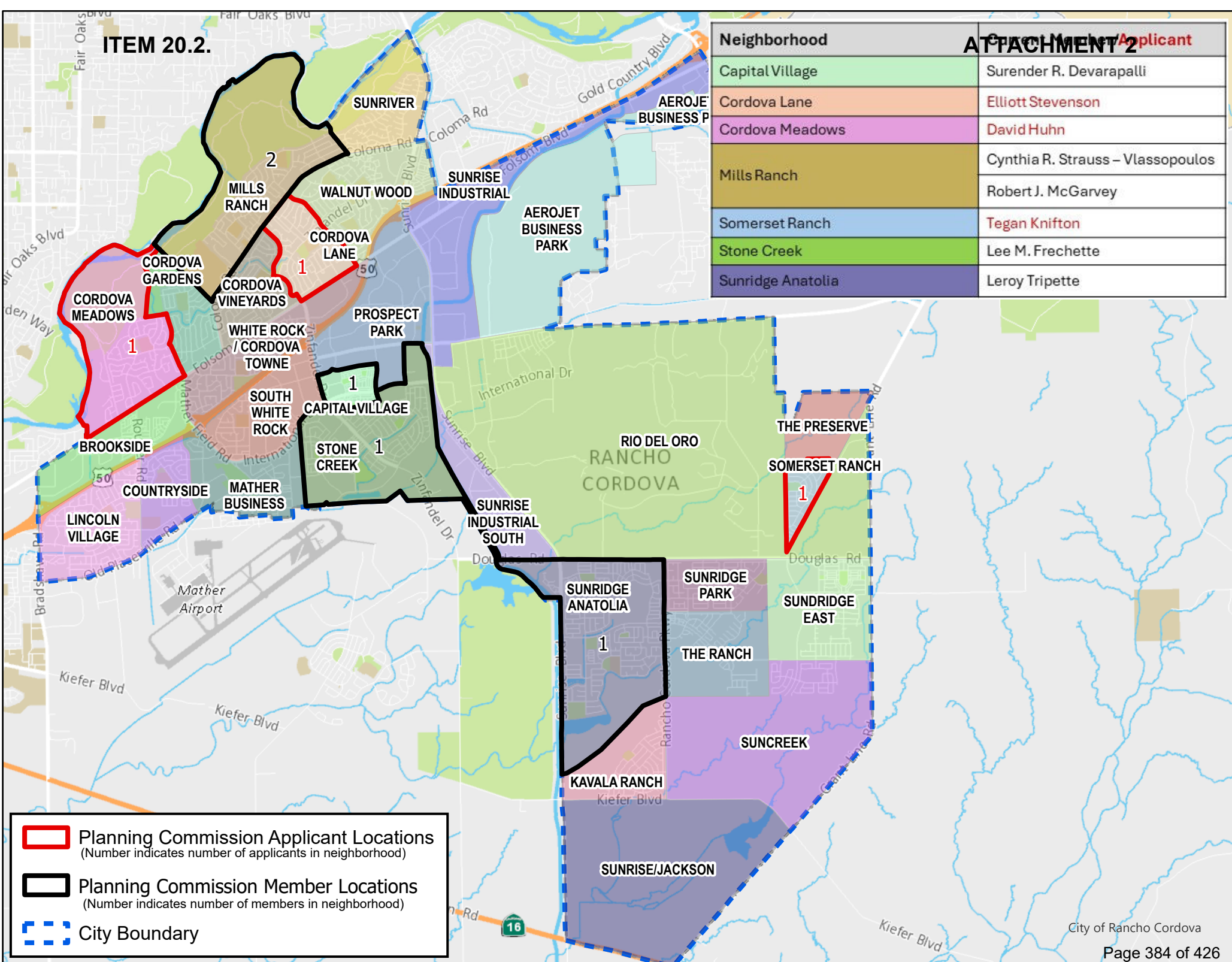
PERSONAL

Marital Status: Married
Residence Status: U.S. Citizen, Homeowner
Community Service: Active 20-30 Sacramento #1, ACE, CREATE
Health: Excellent, no physical limitations
Hobbies: Bicycling, kayaking, computers, aquariums and home improvement projects.

ITEM 20.2.

ATTACHMENT 2

Neighborhood	Applicant
Capital Village	Surender R. Devarapalli
Cordova Lane	Elliott Stevenson
Cordova Meadows	David Huhn
Mills Ranch	Cynthia R. Strauss – Vlassopoulos
Somerset Ranch	Tegan Knifton
Stone Creek	Lee M. Frechette
Sunridge Anatolia	Leroy Tripette



MEMORANDUM



ITEM 20.3.

DATE: May 6, 2024
TO: Honorable Mayor and Council Members
FROM: Russell Ducharme, Neighborhood Services Manager
Lorianne Carl, Community Engagement Manager
SUBJECT: **GROWING STRONG NEIGHBORHOODS UPDATE**

RECOMMENDATION

Receive staff presentation and provide Council input.

RESULT OF RECOMMENDED ACTION

Receive information.

BACKGROUND

In 2006, City leadership created a multi-faceted team aimed at fostering vibrant, resilient, and cohesive communities, and named it Growing Strong Neighborhoods. The core team consists of code enforcement, communications, public works, community engagement, public safety, and Geographic Information System (GIS) staff. Together, through outreach and community engagement, the team identifies various neighborhood needs, which are then used to develop programs and incentives to help the community.

FISCAL IMPACT AND FUNDING SOURCE

Programs and incentives, which are facilitated through Community Engagement's Beautification Program, are funded through Measure R.

ATTACHMENT(S)

1. Presentation

Growing Strong Neighborhoods

May 2024 Presentation



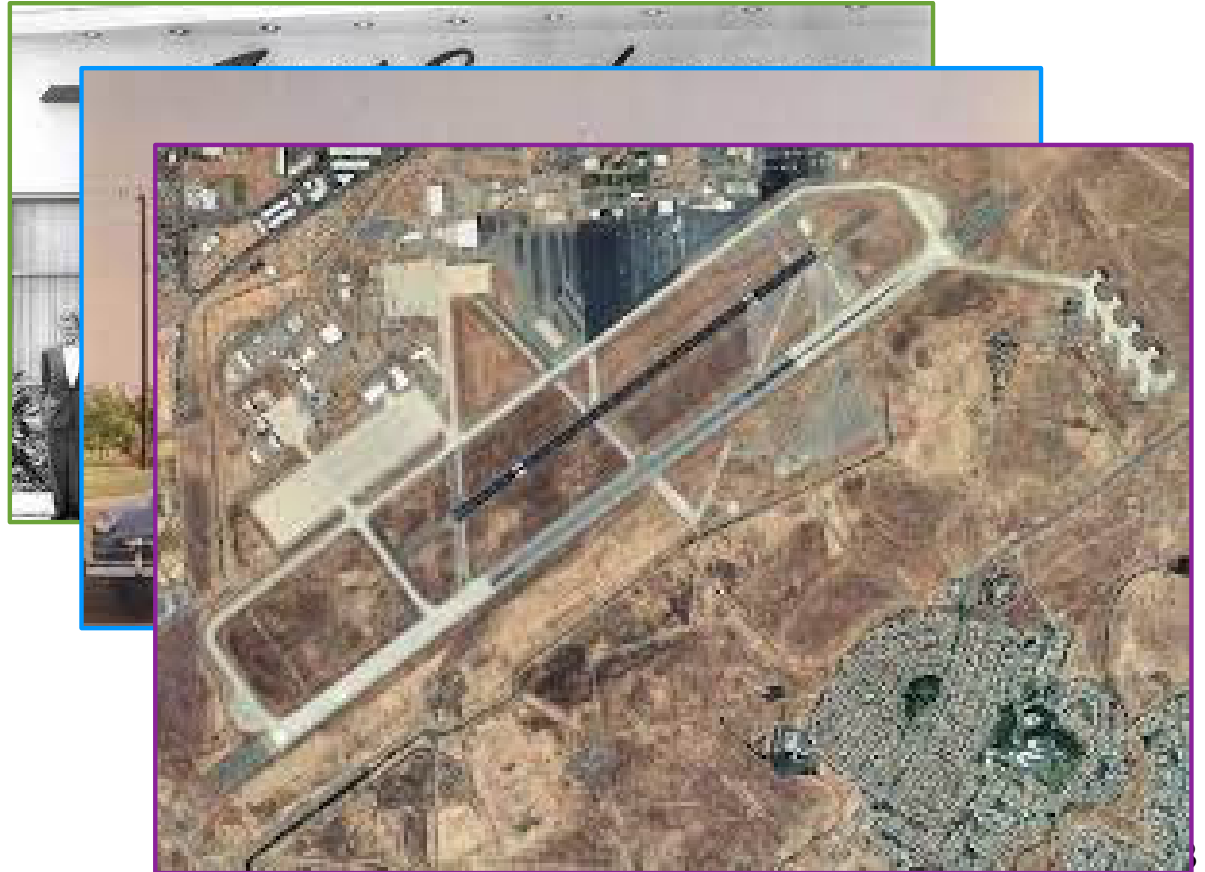
CityOfRanchoCordova.org

1

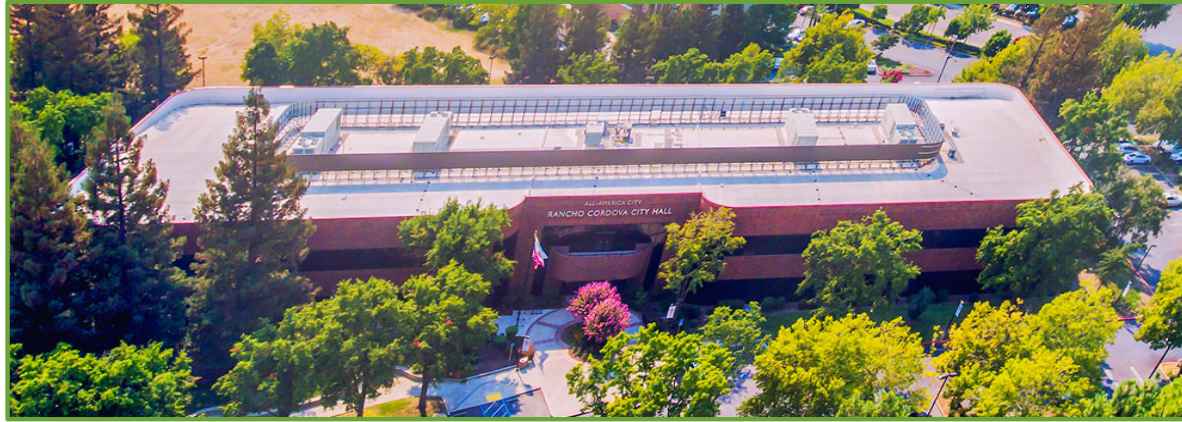
Presentation Highlights

- How Did We Get Here and Why?
- Why Our Method is Unique
- Program Successes
- Where We Are Now

How Did We Get Here?

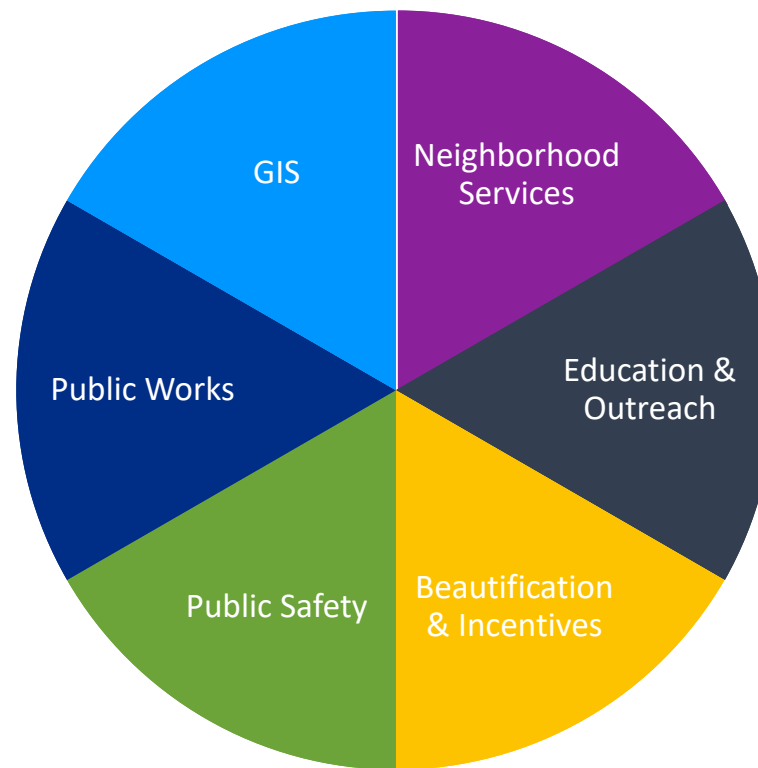


History of Strong Neighborhoods

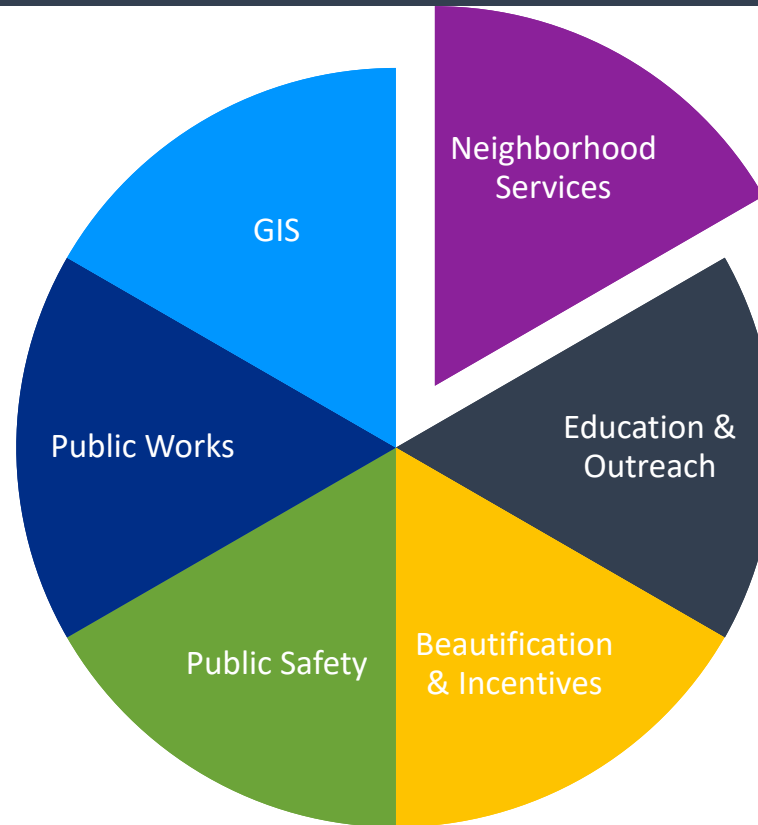


Through education, enforcement, investment and engagement, the city, working with residents, build on the image of the incorporation they envisioned, enhance their expectations of their community, and transform their neighborhoods into safer, cleaner and healthier environments.

Collaboration:



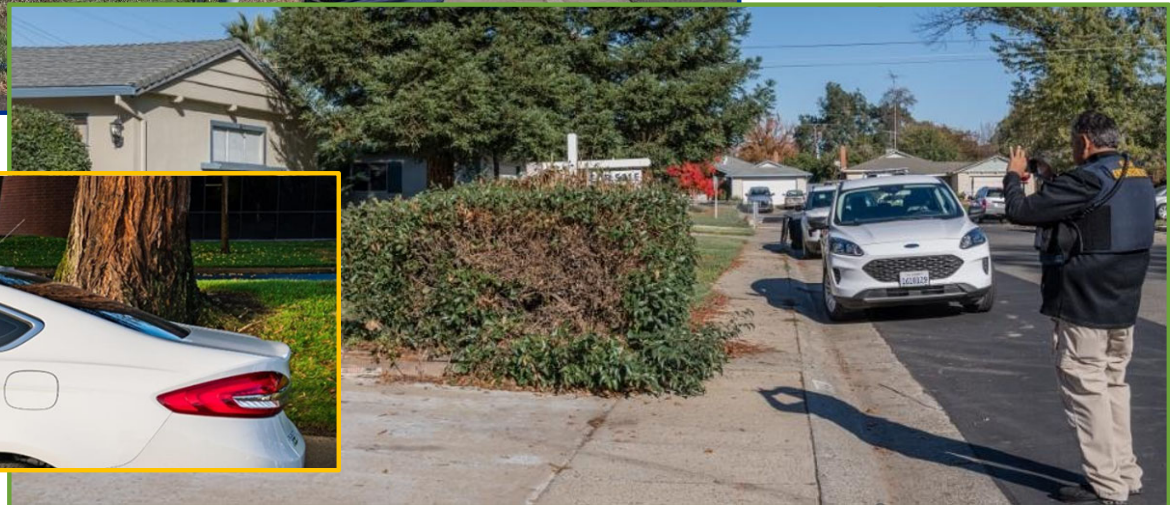
Collaboration:



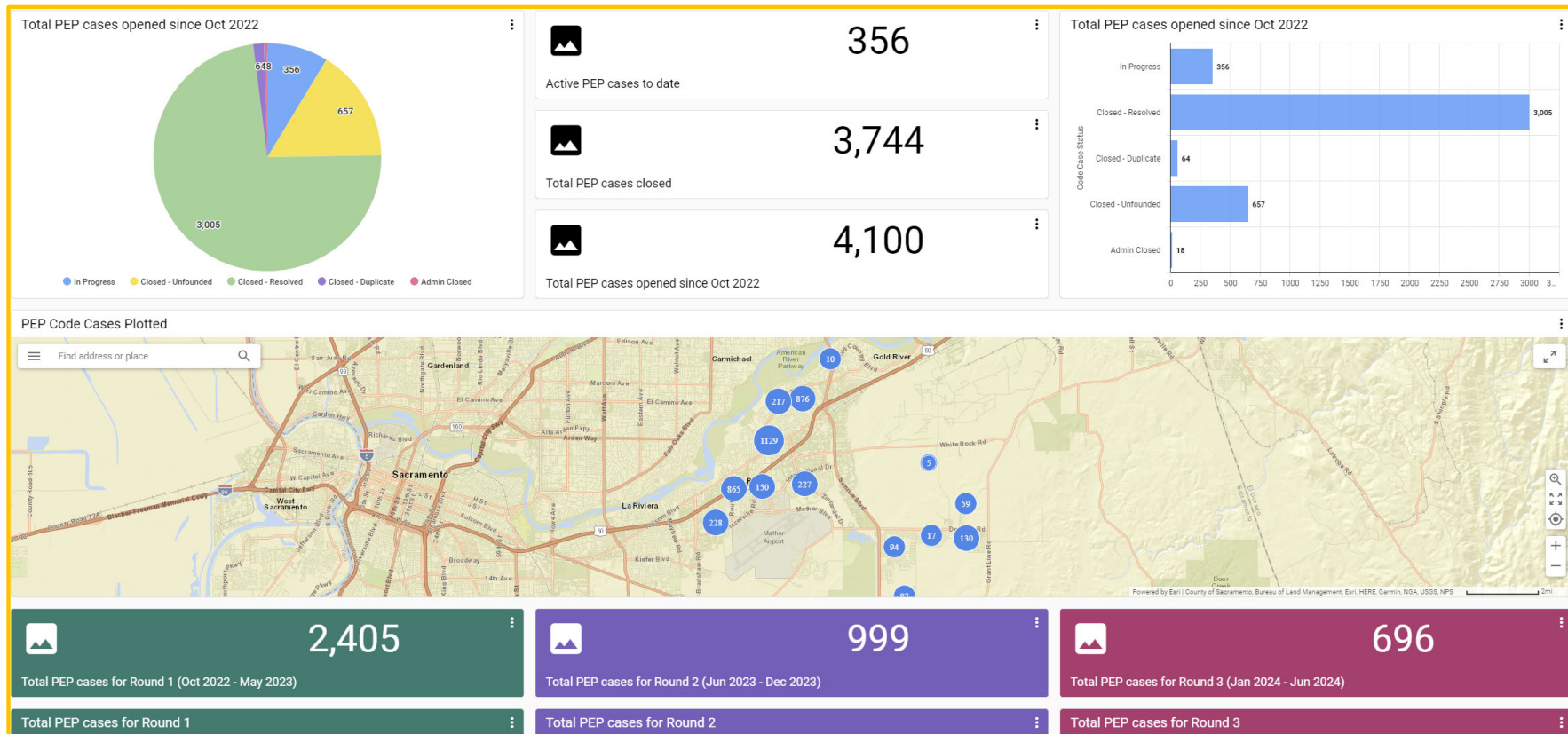
Rental Housing Program



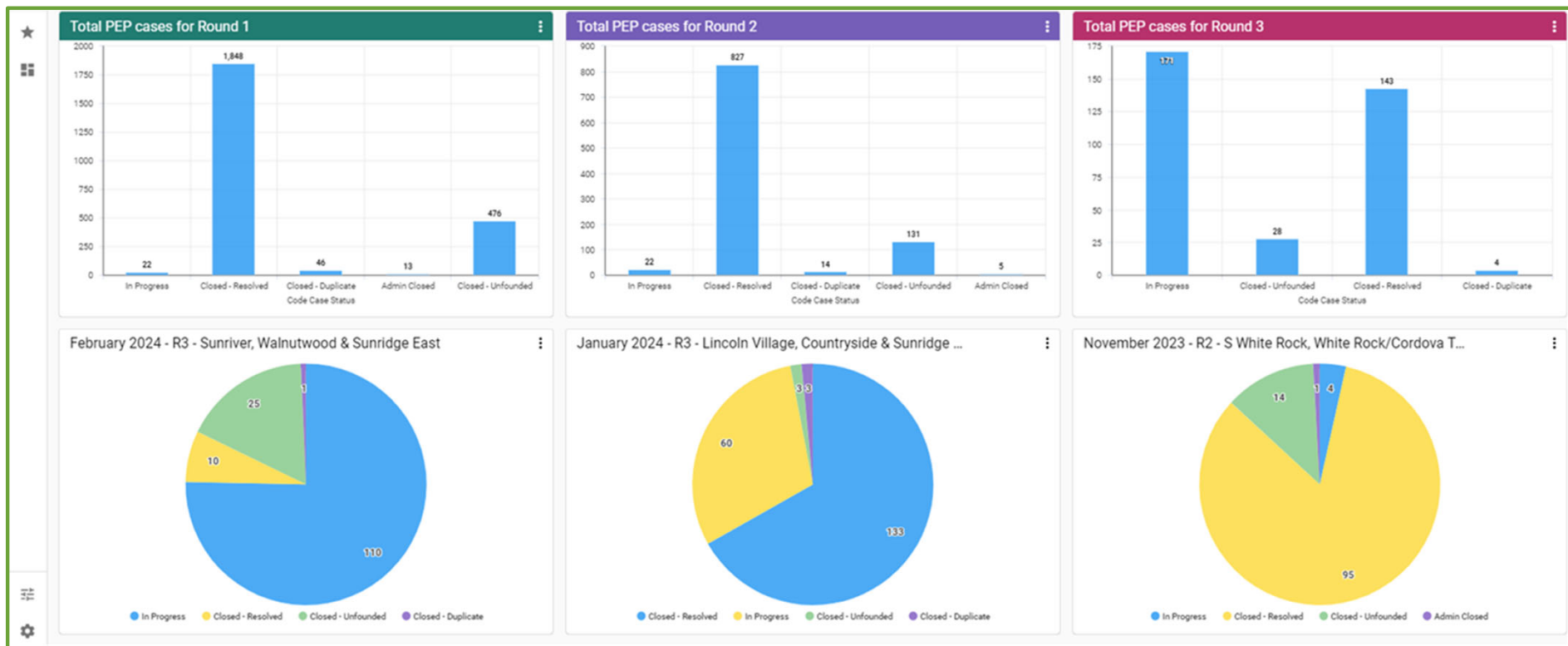
Proactive Engagement Program



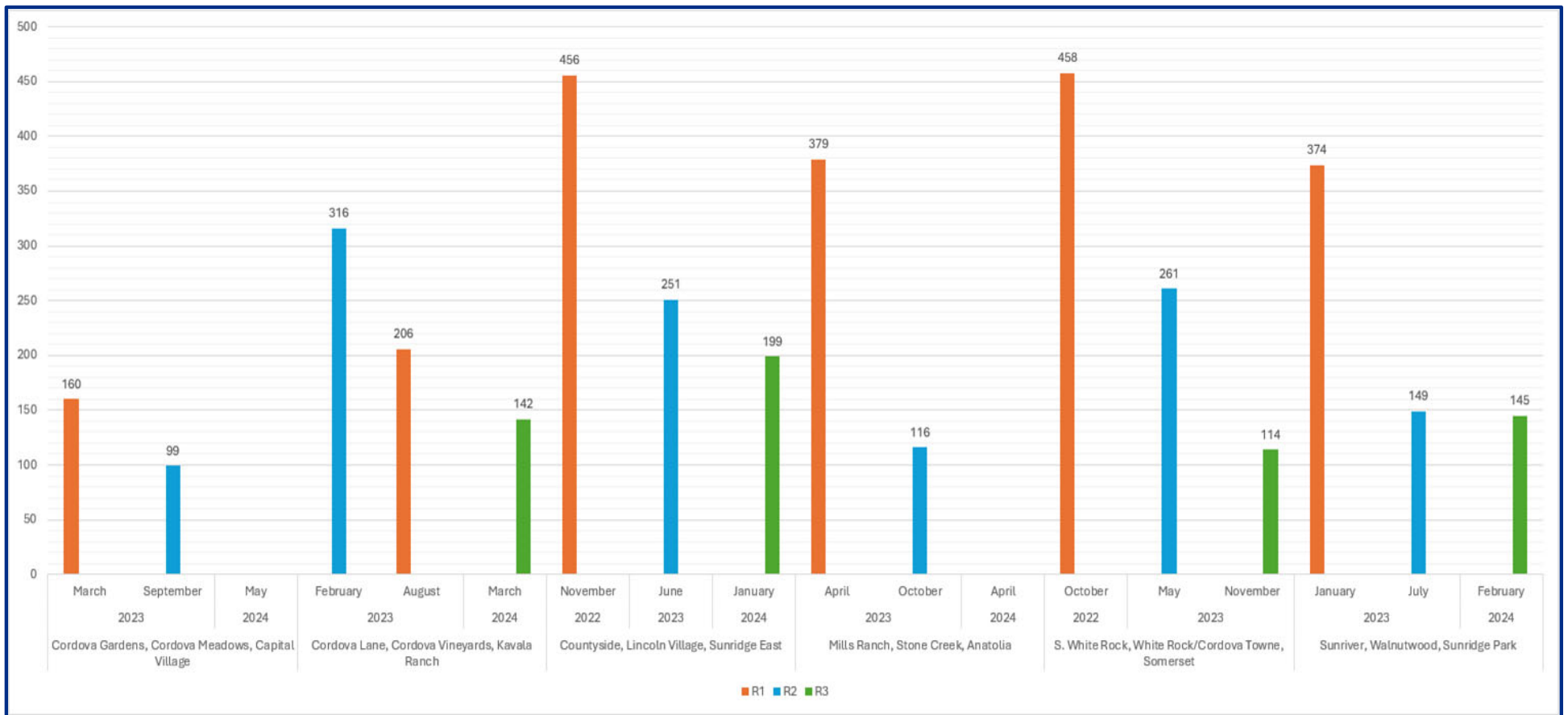
Proactive Engagement Program



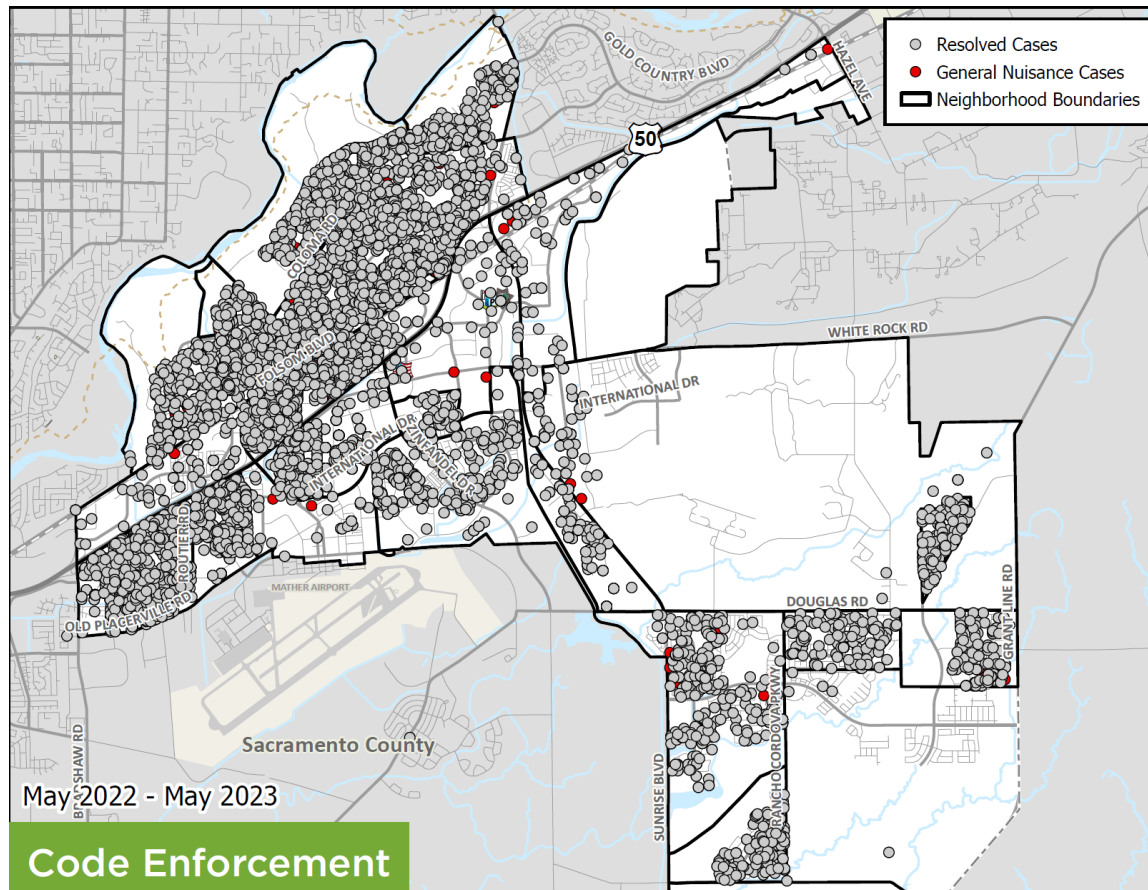
Proactive Engagement Program



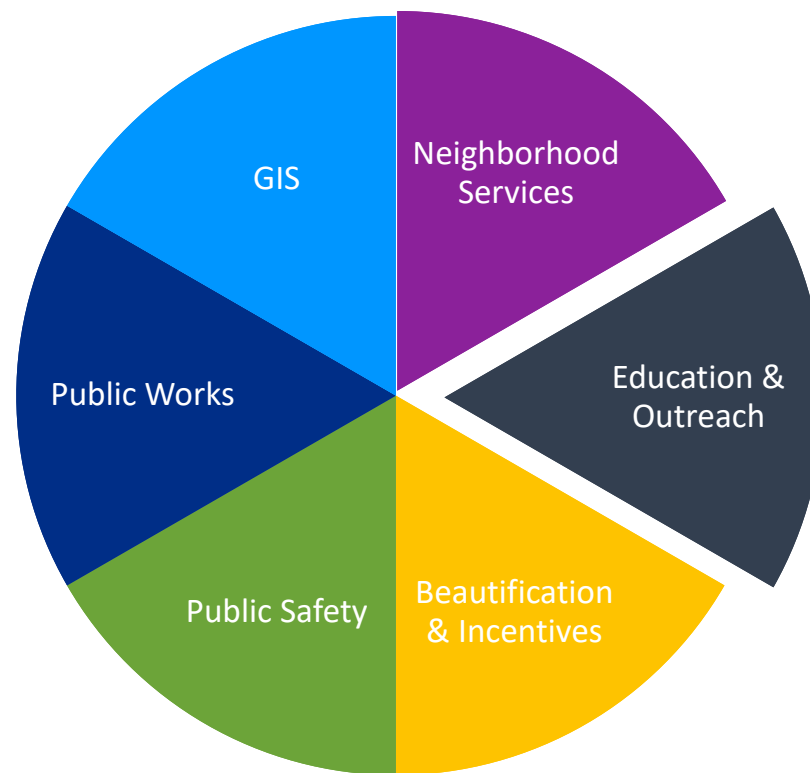
Proactive Engagement Program



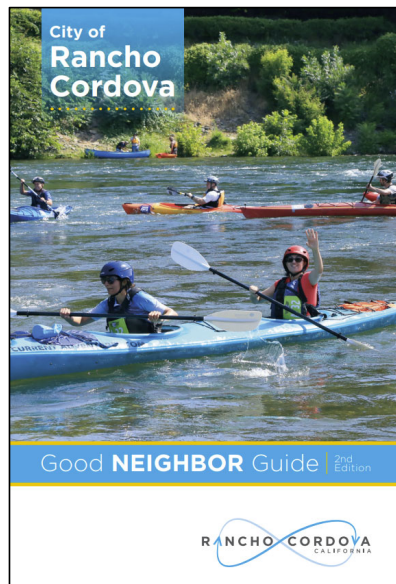
Proactive Engagement Program



Collaboration:



Education & Outreach



Education & Outreach

Residential
CHAIN LINK FENCE
Buy Back Program



Do you have a front or side yard chain link fence visible from the public street or sidewalk?
Have you wanted to remove it and make landscaping improvements?

We have good news for you!

The City of Rancho Cordova provides a grant of up to \$1,000 to remove chain link fencing and make related yard and landscaping improvements. Both owner-occupied and rental properties qualify for this program.

The three-step process is easy!

1. Fill out the online application on the city's website and submit it to us. Scan this QR code with your smart phone to go directly to the application, or go to cityofranchocordova.org/chainlink.
2. We will review your application and contact you once you are approved for removal.
3. You will receive your reimbursement once the chain link fence is removed.



RANCHO CORDOVA
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
916.851.8770

CityofRanchoCordova.org

City of Rancho Cordova
FREE COMMUNITY CLEAN-UP

The City of Rancho Cordova invites the **South White Rock Neighborhood** to a FREE community clean-up on Saturday, June 3, 2023, from 8 AM - 12 noon (or until bins are full). Get rid of your unwanted items and rubbish. And if you currently have an open code enforcement case, this is your opportunity to clean your property and close your case.

WHEN:
Saturday, June 3, 2023
8 AM - 12 noon (or until bins are full)

WHERE:
South White Rock Neighborhood:
Rymouth Avenue, west of South White Rock Road

BRING

- Furniture
- Old Toys
- Appliances
- Scrap Wood
- E-waste
- Carpet
- Mattresses
- Tires (limit of 4)

DON'T BRING

- Batteries
- Nothing with Gas or Oil
- Paints
- Fluorescent Lights
- Other Hazardous Waste

PLEASE BRING ITEMS TO THE CLEAN-UP LOCATION

NEIGHBORHOOD CLEAN-UP AREA:
North: Lathford Drive
South: Lathford Drive
East: South White Rock Road
West: Walter Field Drive

By Site Location: South side of Lathford Drive, between Lathford Drive and Walter Field Drive.

For more information, contact Neighborhood Services: 916.851.8770, option 1. If you are unable to participate in this event but would like to schedule a bulky item pick up, please contact Republic Services at 916.638.9000.

Neighborhood Services Division
2880 Gold Tailings Ct.
Rancho Cordova, CA 95670

RANCHO CORDOVA
CALIFORNIA

Courtesy Notice of Violation
Neighborhood Services Division

Date: _____ Case Number: _____
Property Owner/Occupant: _____ Location of Complaint: _____

Dear Property Owner/Occupant:

The City of Rancho Cordova is a vibrant community that proactively works to keep its neighborhoods strong, healthy, and safe for all. During a recent proactive survey of your neighborhood, your property was found to be out of compliance with certain city ordinances. This courtesy notice identifies the violation and provides an opportunity to correct the violation within 10 days of the date of this letter without incurring a citation or fines.

Below is a general description of the violation(s) found during our proactive survey and ask that you correct these items within 10 days from the date of this letter.

The following violation(s) may exist at the subject property:

02 16 18 1703

Description:

If you correct this violation(s) within 10 days of the date of this letter, you will avoid potential fines, costs and penalties. A re-inspection to determine if a violation has been corrected will take place on or after 10 days from the date of this letter.

If you cannot correct this violation within 10 days, please contact our office as soon as possible. If the property remains in violation, a Notice and Order will be issued, providing another 30 days to comply. However, ongoing unaddressed and uncorrected violations will result in enforcement action, which could include administrative citations, fines, costs and penalties.

Our goal is to educate and help our residents bring properties into compliance to maintain safe and healthy neighborhoods. The enclosed brochure offers additional information, as well as tips and programs to help you comply with city ordinances.

Working together, we can keep Rancho Cordova a beautiful place to live, work, learn, and thrive.

Respectfully,

Department of Neighborhood Services
neighborhoodservices@cityofranchocordova.org
916.851.8770

2880 Gold Tailings Court | Rancho Cordova, CA 95670 | 916.851.8770 | CityofRanchoCordova.org

Good Neighbor Days

Bringing the City Out to Our Residents!

Dates & Locations

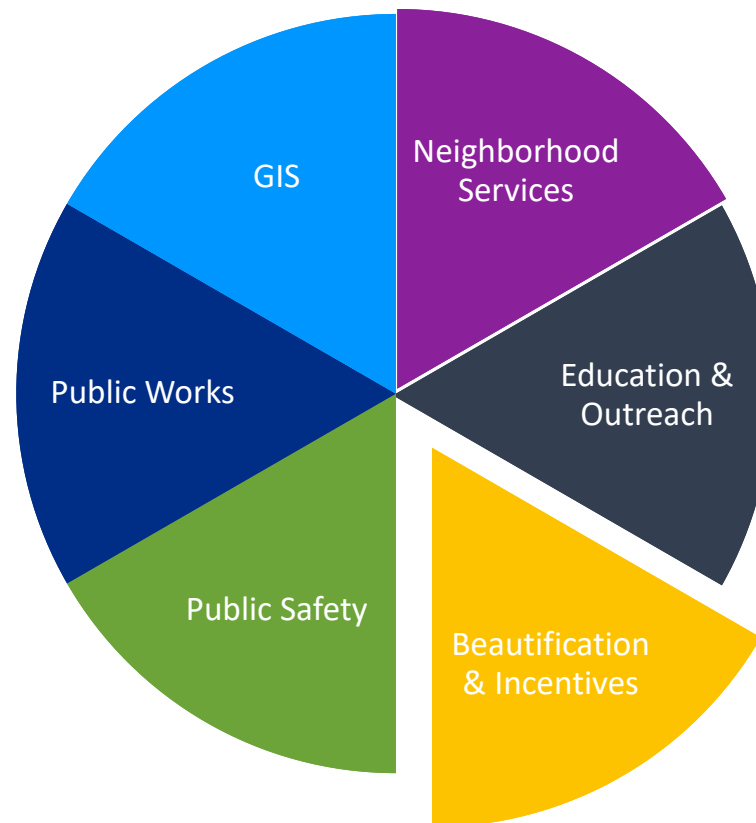
- March 28, 2020 - Cordova Meadows Elementary School
- October 9, 2021 - White Rock Park
- November 6, 2021 - Cordova Meadows Elementary School
- May 7, 2022 - Sunriver Park
- November 5, 2022 - Mills Ranch Park
- May 4, 2023 - Peter J. Shields Elementary School
- May 18, 2023 - Cypress Neighborhood - Sunridge Park
- October 5, 2023 - Cordova Vineyards & Lane - Federspiel Park



Good Neighbor Days



Collaboration:

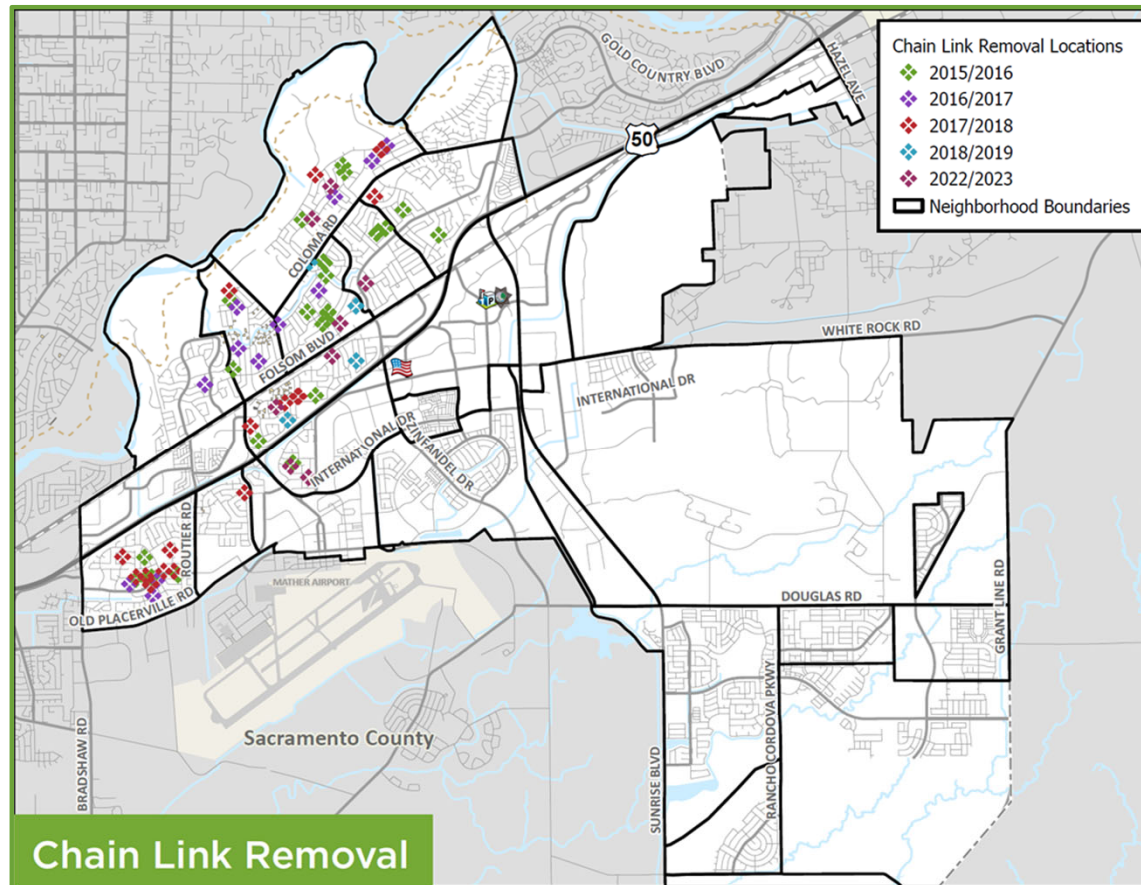


Incentives & Beautification

Chain Link Incentive

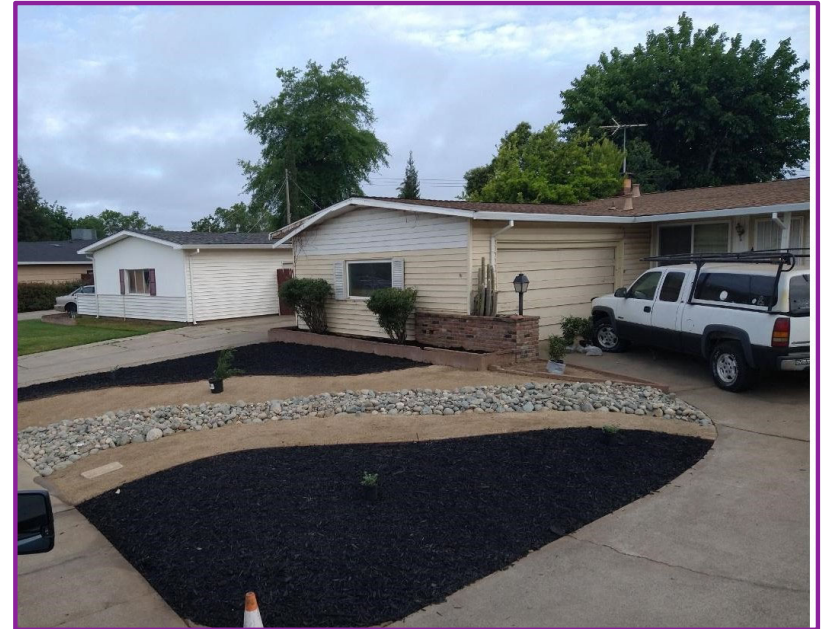


Incentives & Beautification

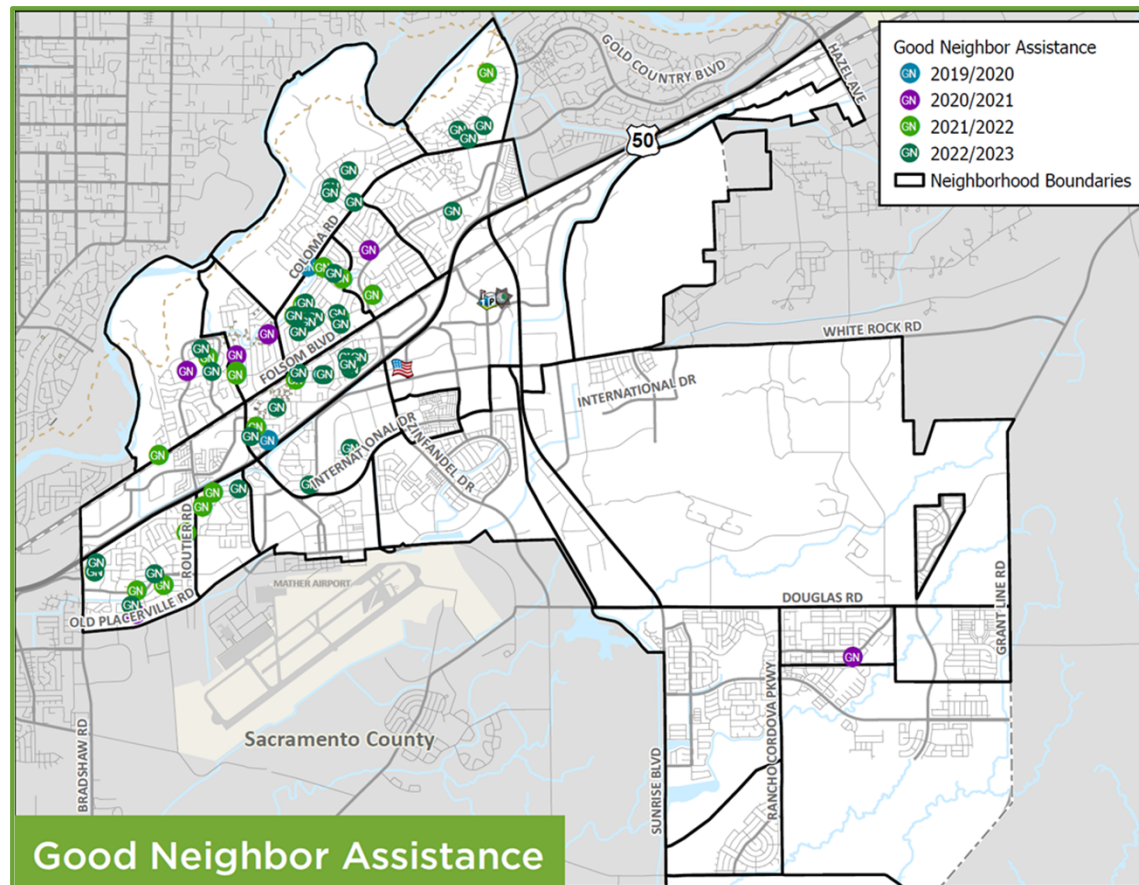


Incentives & Beautification

Good Neighbor Assistance



Incentives & Beautification

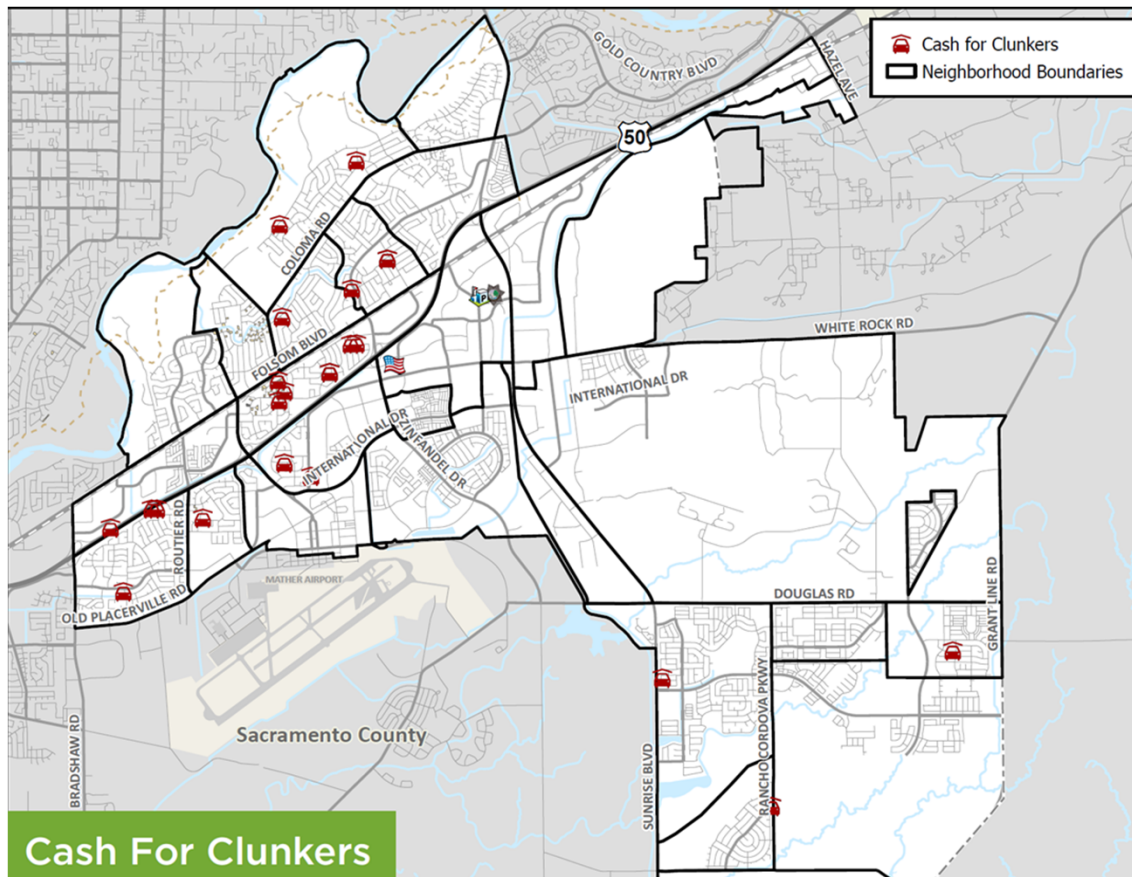


Incentives & Beautification

Cash For Clunkers Incentive



Incentives & Beautification



Incentives & Beautification

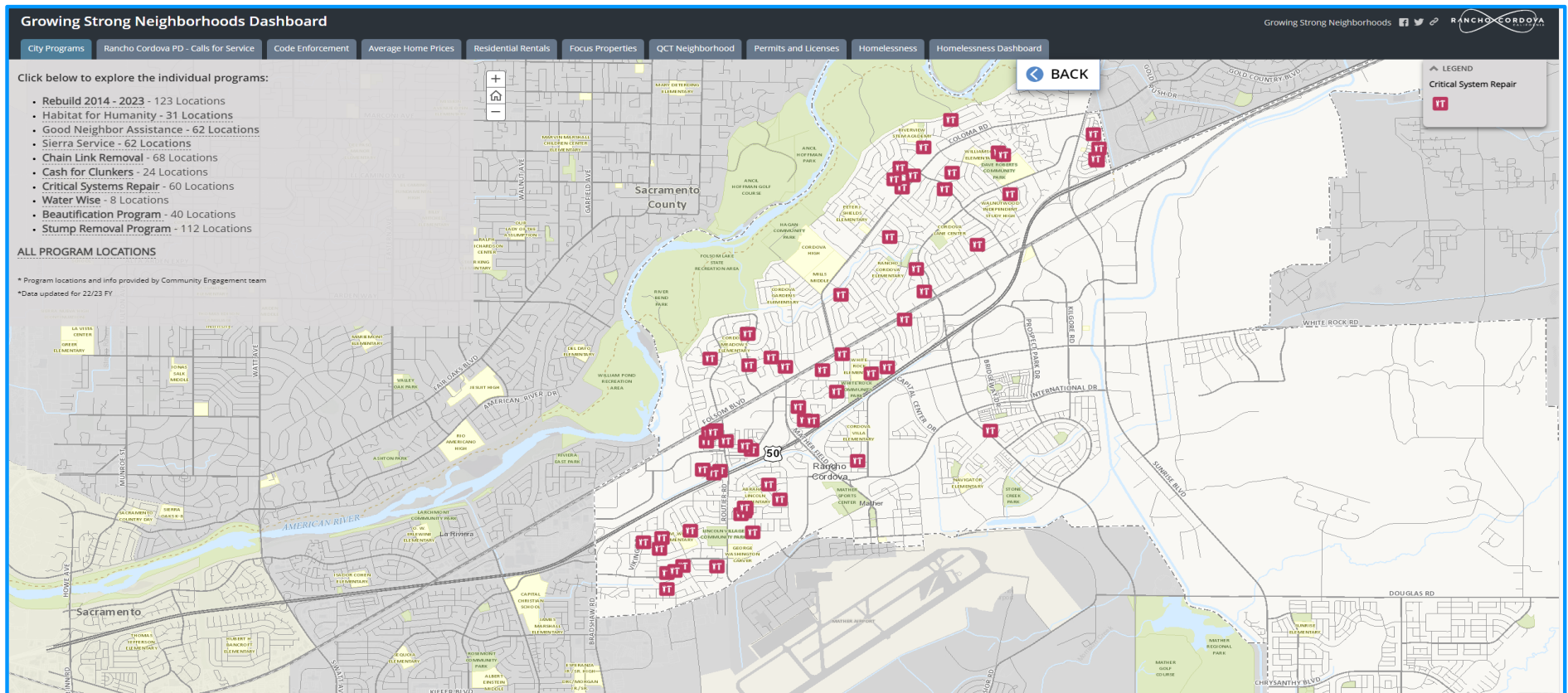
Critical Repair Programs



Incentives & Beautification



Incentives & Beautification



Incentives & Beautification

Urban Forest Program

Fiscal Year	Planted	Stumps Removed
23/24	228	30
22/23	301	54
21/22	296	79
20/21	624	34
19/20	322	78
18/19	934	64
17/18	543	0
16/17	376	0
15/16	116	0
Total	3512	339



Incentives & Beautification

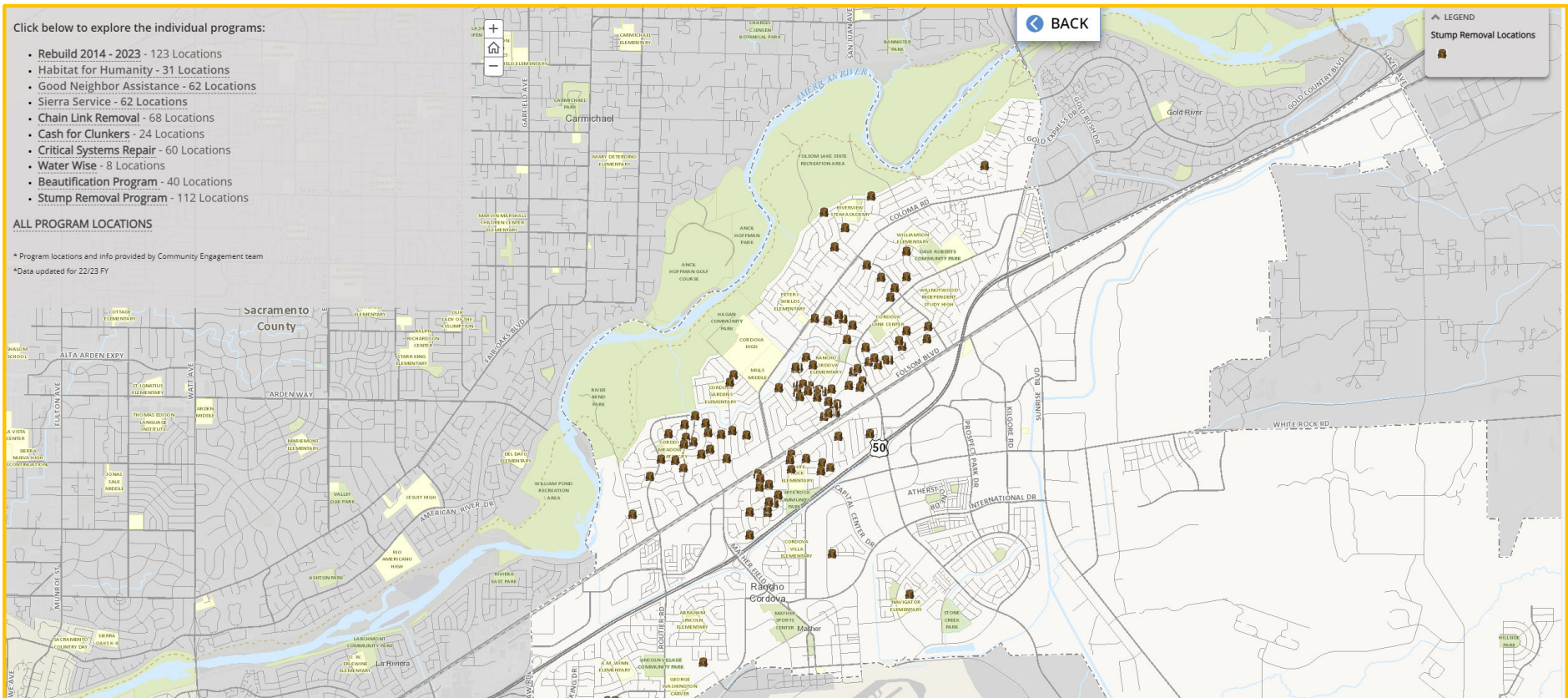
Click below to explore the individual programs:

- Rebuild 2014 - 2023 - 123 Locations
- Habitat for Humanity - 31 Locations
- Good Neighbor Assistance - 62 Locations
- Sierra Service - 62 Locations
- Chain Link Removal - 68 Locations
- Cash for Clunkers - 24 Locations
- Critical Systems Repair - 60 Locations
- Water Wise - 8 Locations
- Beautification Program - 40 Locations
- Stump Removal Program - 112 Locations

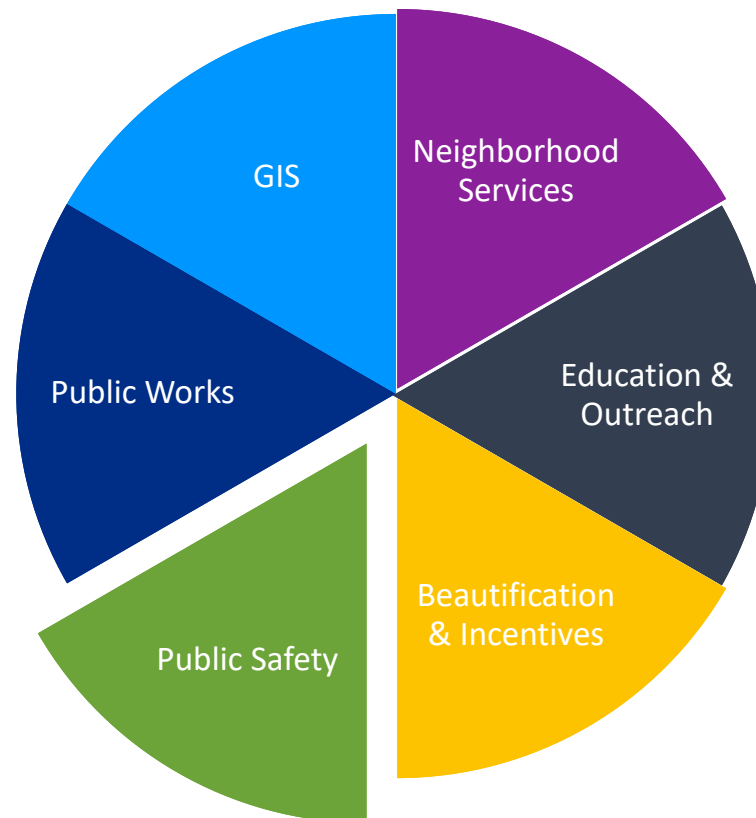
ALL PROGRAM LOCATIONS

* Program locations and info provided by Community Engagement team

*Data updated for 22/23 FY

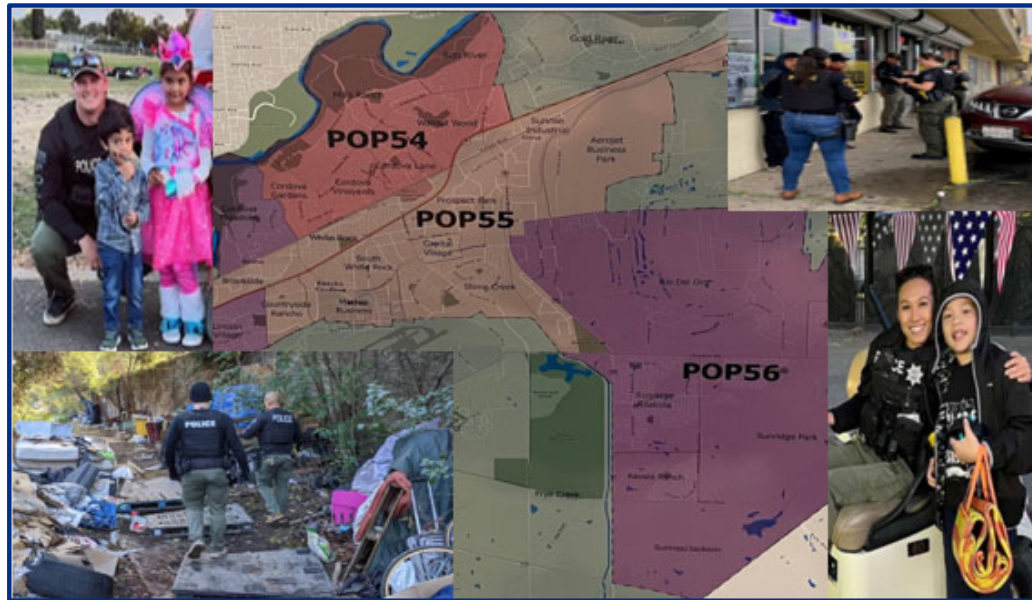


Collaboration:



Public Safety

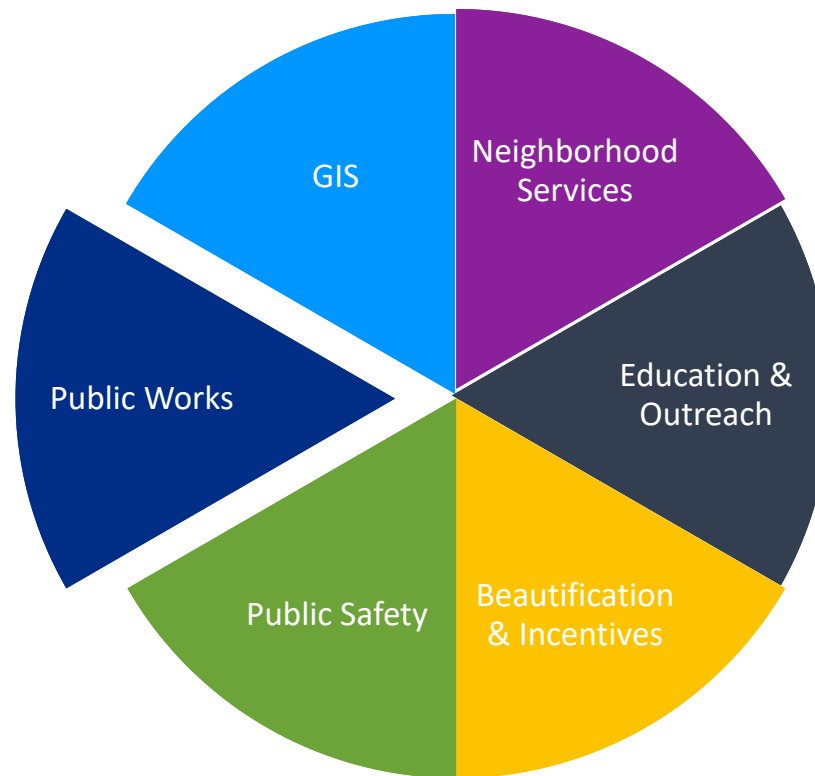
Problem Oriented Policing



Probation Partnership



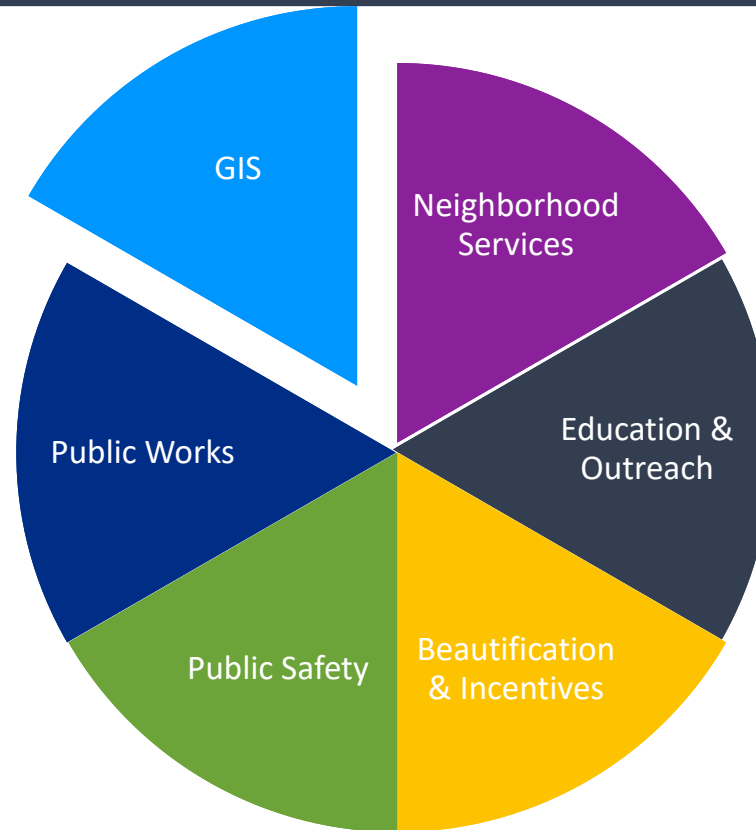
Collaboration:



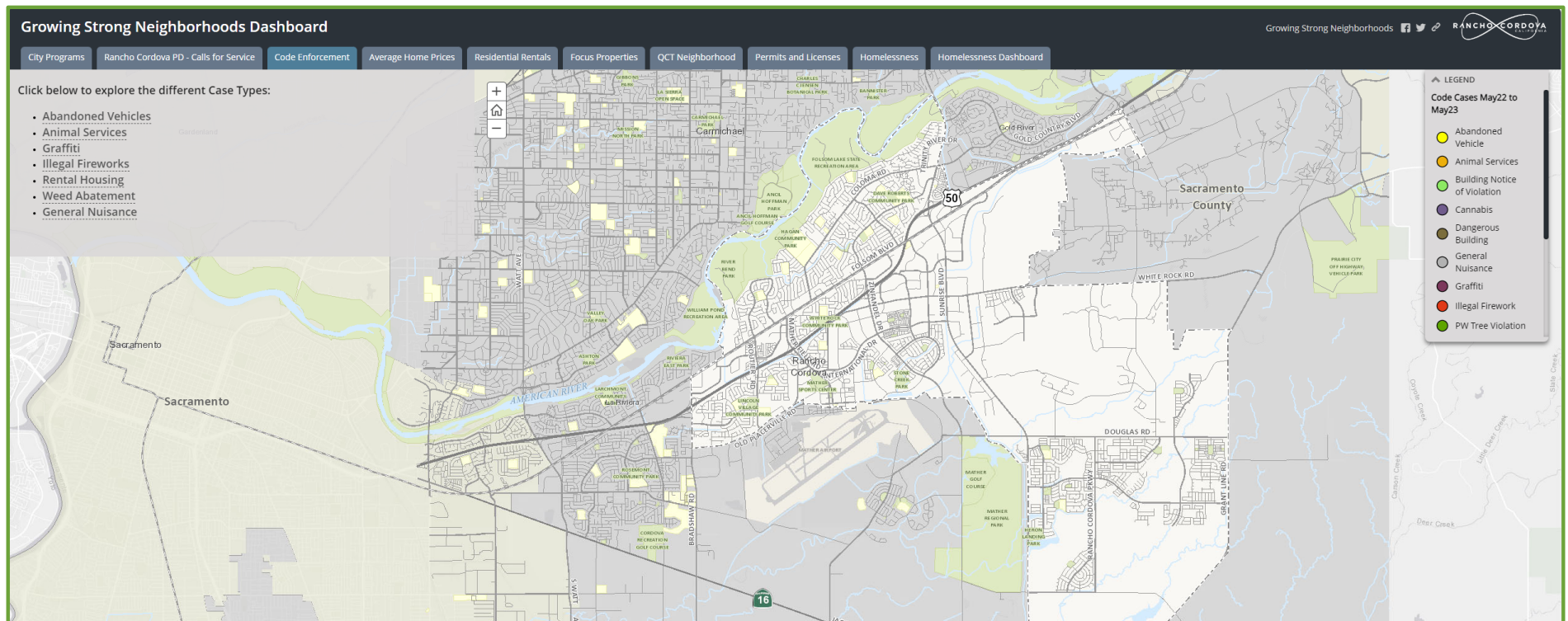
Public Works



Collaboration:



DATA: GSN Dashboard



Success Stories



Success Stories



Success Stories



Success Stories



Team Collaboration:

- POP/Probation
- RHIP
- Community Engagement

Moving Forward

Moving forward into the next 20 years, our commitment to collaboration and data collection offers a promising path for enhancing the services and quality of life for our residents.

Additionally, gathering and analyzing data enables us to make informed decisions, identify areas for improvement, and tailor our services to better meet the evolving needs of our residents.

THANK YOU

QUESTIONS & DISCUSSION

