

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, October 7, 2024

4:30 PM PST – Special Meeting/Closed Session

5:30 PM PST – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive

Rancho Cordova, CA 95670

Hampton Inn & Suites Rapid City Rushmore - Lobby

825 Eglin Street Building A

Rapid City, SD 57701

How to Observe or Listen to the Meeting:

- Online via Zoom: <https://cityofranhocordova.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@cityofranhocordova.org no later than 2:00 p.m. on Monday, October 7, 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, October 7, 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. ADJOURN TO CLOSED SESSION

Mayor Sander will adjourn the meeting to closed session.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

5. CLOSED SESSION ITEM

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

- 5.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: 2875 Kilgore Road, Rancho Cordova APN: 072-0490-024-0000. City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney. Under Negotiation: Price and Terms of Payment.

6. ADJOURN TO REGULAR MEETING

Mayor Sander will adjourn closed session to the regular meeting in the David B. Roberts Council Chambers.

7. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

8. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

9. PLEDGE OF ALLEGIANCE

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

10. INVOCATION

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

11. PRESENTATIONS

- 11.1. Celebration of the Cordova High Lancers Football Team's 400th Win.

11.2. Presentation of Proclamations in Recognition of Manufacturing Month.

11.3. Sacramento Area Bicycle Advocates Presentation.

12. 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.

13. COUNCIL REPORTS

14. CITY MANAGER'S REPORT

15. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

15.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of September 16, 2024, and the Special Meeting of September 24, 2024.

Recommendation: Adopt the minutes.

15.2. **Subject:** Second Reading of an Ordinance of the City Council of the City of Rancho Cordova, State of California, Amending Title 23, Zoning Code, Article 9 Specific Use Provisions of the City of Rancho Cordova Municipal Code.

Recommendation: Waive the second reading and adopt the Ordinance.

15.3. **Subject:** Second Reading of an Ordinance of the City Council of the City of Rancho Cordova, State of California, Repealing Sections 9.85.010-9.85.060 "Protection of Critical Infrastructure and Wildfire Risk Areas," and Adding Sections 9.85.010-9.85.070, to Title 9. Chapter 9.85 of the Rancho Cordova Municipal Code "Camping."

Recommendation: Waive the second reading and adopt the Ordinance.

15.4. **Subject:** A Resolution Authorizing an Application for the California Department of Housing and Community Development Prohousing Incentive Pilot (PIP) Program Round 3.

Recommendation: Adopt the Resolution.

15.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-216 with 50 Corridor Transportation Management Association in an Amount not to Exceed \$1,000,000 for Community-Based Travel Planning Programming.

Recommendation: Adopt the Resolution.

15.6. **Subject:** A Resolution Declaring the Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee (SWUII w LID) on The Preserve Project in the City of Rancho Cordova.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee (SWUII w LID) on the Preserve

project.

- 15.7. **Subject:** A Resolution Declaring the Results of the Mail Ballot Election for Rancho Cordova Transit-Related Services Special Tax Area Zone 34 for The Preserve Project.

Recommendation: Adopt the Resolution.

- 15.8. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-218 with Sacramento Regional Transit District in an Amount not to Exceed \$212,344 for Light Rail Station Cleaning and Maintenance Services.

Recommendation: Adopt the Resolution.

- 15.9. **Subject:** A Resolution Authorizing the City Council to Approve the Third Amendment to the Sacramento Central Groundwater Authority Joint Powers Agreement.

Recommendation: Adopt the Resolution.

16. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 16.1. **Subject:** Resolutions Approving the Measure A Nexus Study, Approving the Amended Agreement on Operational Protocols and an Ordinance Amending Chapter 16.85 of the Rancho Cordova Municipal Code.

Recommendation: It is recommended that the Council approve and adopt the following:

1. Adopt the Resolution approving the 2024 Sacramento Countywide Transportation Mitigation Fee Program Nexus Study (2024 SCTMFP Nexus Study).
2. Adopt the Resolution approving the Amended Agreement on Operating Protocols for the Sacramento Countywide Transportation Mitigation Fee Program.
3. Waive first reading and introduce the Ordinance Amending Chapter 16.85 of the Rancho Cordova Municipal Code (Establishment of Development Impact Fees Measure A Transportation Improvements).

17. PUBLIC HEARING ITEMS

18. REGULAR CALENDAR ITEMS

- 18.1. **Subject:** Update from Atlas Disposal on Implementation of Residential Solid Waste Collection and Street Sweeping Contract Beginning January 1, 2025.

Recommendation: Receive the presentation from Atlas Disposal.

- 18.2. **Subject:** A Resolution to Approve Joining the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) as a Member Agency of the SPTC-JPA and the Continuing Funding Agreement.

Recommendation: Consider and adopt the Resolution to approve joining the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) as a member agency and the continuing funding agreement of \$27,500 annually. It is anticipated from SPTC costs will rise to \$40,000 annually at the beginning of the next fiscal year.

- 18.3. **Subject:** Animal Services Update.

Recommendation: Receive information.

19. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

20. ADJOURNMENT

ADDITIONAL INFORMATION

Special Meetings listed below are subject to change/cancellation without further notice.

Unless the Council adopts a motion to extend the meeting, any item that is not initiated before 11:00 p.m. will be continued to the next day at 5:30 p.m. or scheduled on the next regular meeting agenda of the Council.

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

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

UPCOMING MEETINGS

October 21, 2024	5:30 PM Regular Meeting
October 29, 2024	5:30 PM Special Meeting/Work Session
November 4, 2024	4:00 PM Special Meeting/5:30 PM Regular Meeting
November 18, 2024	5:30 PM Regular Meeting
November 26, 2024	5:30 PM Special Meeting/Work Session
December 2, 2024	4:00 PM Special Meeting/5:30 PM Regular Meeting
December 16, 2024	5:30 PM Regular Meeting

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

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and Direct TV 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 October 7, 2024, Regular Meeting of the Rancho Cordova City Council was posted and available for review on October 3, 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.cityofranchocordova.org.

Signed October 3, 2024, at Rancho Cordova, California.

A handwritten signature in blue ink, appearing to be 'Persephonie Riley', written over a horizontal line.

Persephonie Riley, CMC
Assistant City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Monday, September 16, 2024

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Hilton Branson Convention Center - Lobby
200 E Main St, Branson, MO 65616

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Regular meeting to order in the David B. Roberts Council Chambers at 5:34 p.m.

Council Members Present: Linda Budge, Garrett Gatewood (arrived at 6:23 p.m.), Siri Pulipati, Donald Terry, and Mayor David Sander (attended via teleconference)

Council Members Absent: None

Staff Members Present: Haley Arata, Stacy Leitner, Adam Lindgren, and Micah Runner

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Vice Mayor Siri Pulipati led the pledge.

4. INVOCATION

Julie Steinbach with the United Methodist Church gave the invocation.

5. PRESENTATIONS

- 5.1. New Employee Introductions: Sam McKain, Animal Services Technician by April Stevenson, Management Analyst, and Elizabeth Hall, Administrative Assistant by Katrina Colvig, Administrative Assistant II.

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 16, 2024

ATTACHMENT 1

6. PUBLIC COMMENT

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

1. Sarah Alzanoon
2. Fauziya Faruk
3. Helen Whelan
4. Haroon Rasheed
5. Rehan
6. Khalil Shinwary
7. Jumainah Ali
8. Abdul Aleem Mohammed
9. Fayzah Mughal

Mayor Sander 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

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

ACTION: Motion to approve item 9.1 and 9.2 by Terry second by Budge;
Motion passed with a 5:0 vote.

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of September 3, 2024.
Recommendation: Adopt the minutes.

- 9.2. **Subject:** Biennial Notice of Intention to Review and Amend the Conflict of Interest Code for the City of Rancho Cordova.
Recommendation: Receive Biennial Notice of Intention to Review and Amend the Conflict of Interest Code for the City of Rancho Cordova.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve item 10.1 by Terry second by Budge;
Motion passed with a 5:0 vote.

- 10.1. **Subject:** An Ordinance of the City Council of the City of Rancho Cordova, State of California, Amending Title 23, Zoning Code, Article 9 Specific Use Provisions of the City of Rancho Cordova Municipal Code.
Recommendation: Waive the first reading and introduce the Ordinance.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

ITEM 15.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 16, 2024

- 12.1. **Subject:** An Ordinance of the City Council of the City of Rancho Cordova, State of California, Repealing Sections 9.85.010-9.85.060 "Protection of Critical Infrastructure and Wildfire Risk Areas," and Adding Sections 9.85.010-9.85.070, to Title 9. Chapter 9.85 of the Rancho Cordova Municipal Code "Camping."

Recommendation: Waive the first reading and introduce the Ordinance.

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

1. James Garcia
2. Helen Whelan Bashaw
3. Angel Ball
4. Jim Garcia

Mayor Sander closed the public comment period.

ACTION: Motion to approve item 12.1 with the update to Section 9.85.040 permitted camping by Terry second by Gatewood;
Motion passed with a 5:0 vote.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURNMENT

Mayor Sander adjourned the meeting in memory of Illa Collin at 7:01 p.m.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Tuesday, September 24, 2024

5:30 PM – Special Meeting
American River Room

City Hall
2729 Prospect Park Drive, Rancho Cordova

Hampton Inn Billings
5110 Southgate Drive, Billings, MT 59101

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Special meeting to order in the American River Room at 5:34 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry, and Mayor David Sander (attended via teleconference)

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 be taken at the time the item on the agenda was heard.

3. SPECIAL MEETING

3.1. Subject: Discussion and Potential Direction for Zoning Code Updates for Mobile Food Vendors.

Recommendation: Receive information and provide direction.

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

ITEM 15.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, September 24, 2024

ATTACHMENT 2

1. Felix Villaseor
2. Janine Anderson
3. Eduardo Villeda
4. Maurice Anderson
5. Javier Lopez

Mayor Sander closed the public comment period.

ACTION: Input was received regarding Zoning Code Updates for Mobile Food Vendors.

4. ADJOURNMENT

Mayor Sander adjourned the meeting at 6:51 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 15.2.

DATE: October 7, 2024
TO: Honorable Mayor and Council Members
FROM: Chance FinleyRoss, Assistant Planner
SUBJECT: **SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING TITLE 23, ZONING CODE, ARTICLE 9 SPECIFIC USE PROVISIONS OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would amend Title 23 Zoning Code, Article 9 Specific Use Provisions, Section 23.901.060 accessory dwelling units, as further described in Attachment 2 of this staff report.

BACKGROUND

On September 16, 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

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, ZONING CODE, ARTICLE 9 SPECIFIC USE PROVISIONS OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE**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, Title 23 Chapter 23.901 Residential Uses Section 23.901.060 Accessory Dwelling Units of the Municipal Code, sets forth provisions for Accessory Dwelling Units; and

WHEREAS, The Ordinance would amend Section 23.901.060 to make the accessory dwelling unit provisions consistent with State law and to make minor grammatical and structural changes for improved clarity; and

WHEREAS, on September 16, 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, “[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to provide clarification of uses, standards and/or enforcement procedures, address inconsistencies between definitions, delete text that is no longer necessary. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the Ordinance will result in a significant effect on the environment. Thus, the proposed Ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the Ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set

forth in the proposed Ordinance does not approve any physical development and it would not result in 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 Zoning 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 Zoning Code Amendments ("Amendment") are consistent with the General Plan. The amendments would address inconsistencies, delete text 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 that is 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 Zoning Code and are consistent with other applicable provisions of the Zoning Code.

Section 3. Amendments to Title 23 Zoning Code

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

Section 4. Severability

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

Section 5. Effective Date

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

ITEM 15.2.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 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.

23.901.060 Accessory dwelling units.

A. Purpose and Intent. This section establishes regulations and a ministerial review process for accessory dwelling units. Accessory dwelling units are intended to expand housing opportunities for low-income and moderate-income or elderly households by increasing the number of rental units available within existing neighborhoods while maintaining the architectural character of the area.

B. Applicability. This section applies to all accessory dwelling units, including junior accessory dwelling units, as defined.

C. Where Permitted. Accessory dwelling units are permitted by right in any zoning district which permits single-family or multifamily homes.

D. Relationship to General Plan and Zoning.

1. Any accessory dwelling unit which conforms with the requirements of this chapter shall be deemed to be consistent with the General Plan designation and zoning for the parcel, regardless of any limitations on residential density imposed by the General Plan or zoning.

2. Accessory dwelling units shall not be counted when determining residential density for conformance with General Plan or zoning.

E. Permits and Approval.

1. Ministerial Action. Approval or denial of an accessory dwelling unit or junior accessory dwelling unit is a ministerial action and subject to compliance with the standards in this section.

2. Building Permit. All accessory dwelling units or junior accessory dwelling units shall require a building permit, subject to all the standard application and processing fees and procedures that apply to building permits generally. No other separate planning-related permit is required.

3. Issuance of Permit. The city shall issue a building permit for an accessory dwelling unit within 60 calendar days from the date on which the city received a completed submittal package application, unless either:

a. The applicant requests a delay, in which case the 60-day time period is put on hold for the period of the requested delay; or

b. The application to create an accessory dwelling unit or junior accessory dwelling unit is submitted with an application to create a new single-family or new multifamily dwelling on the parcel. The city may delay acting on the permit application for the accessory dwelling unit or junior accessory dwelling unit until the city acts on the permit application to create the new single-family or new multifamily dwelling on the parcel.

F. Definitions. The following words and phrases shall, for the purposes of this chapter, have the meanings respectively ascribed to them by this section, as follows:

1. “Accessory dwelling unit or ADU means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary dwelling. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and shall be constructed on the same parcel as the single-family or multifamily dwelling unit that is the primary dwelling unit or will be situated. An accessory dwelling unit also includes the following: (a) an efficiency unit, as defined in Section [17958.1](#) of the Health and Safety Code, and (b) a manufactured home, as defined in Section [18007](#) of the Health and Safety Code. This definition shall be interpreted as consistent with and including the definition of accessory dwelling unit found in Government Code Section [66313](#).
2. “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same parcel. This definition shall be interpreted as consistent with and including the definition of accessory structure found in Government Code Section [66313](#).
3. “Car share” means a program that allows customers hourly access to shared vehicles from a dedicated home location, with the vehicles required to be returned to that same location at the end of the trip.
4. “Efficiency kitchen” means a cooking facility that includes all of the following:
 - a. A cooking facility with appliances.
 - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
5. Efficiency Unit. As defined in Section [17958.1](#) of the Health and Safety Code.
6. Junior Accessory Dwelling Unit or JADU. A “junior accessory dwelling unit” means a unit that is contained entirely within a single-unit primary dwelling. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the primary dwelling. This definition shall be interpreted as consistent with and including the definition of junior accessory dwelling unit found in Government Code Section [66313](#).
7. “Living area” means the interior habitable area of a dwelling unit including basements and attics, but does not include a garage or any accessory structure. This definition shall be interpreted as consistent with and including the definition of living area found in Government Code Section [66313](#).
8. “Passageway” means a pathway that is unobstructed, clear to the sky and extends from a street or alley to one entrance of the accessory dwelling unit. This definition shall be interpreted as consistent with and including the definition of passageway found in Government Code Section [66313](#).
9. “Primary dwelling” means an existing or proposed residential structure on a lot with an accessory dwelling unit.
10. “Public transit” means a location, including but not limited to a bus stop or train station, where the public may access buses, trains, subway, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
11. Single-Unit and Multi-Unit. “Single-unit” means the same as a single-family dwelling and “multi-unit” means multifamily dwellings with two or more units.
12. “Tandem parking” means two or more automobiles parked on a driveway or in any other location on a parcel, lined up behind one another.

G. Types of Accessory Dwelling Units. The following are the types of accessory dwelling units:

1. Accessory dwelling unit, attached and detached, as defined below.
 - a. Attached. An accessory dwelling unit that is attached to an existing or proposed primary dwelling, such as through a shared wall, floor, or ceiling, including attached garages, storage areas or similar uses, or within an accessory structure. An attached accessory dwelling unit can be created by converting a portion of an existing primary dwelling, by constructing a new primary dwelling with an integral accessory dwelling unit, or by constructing an addition to an existing primary dwelling.
 - b. Detached. An accessory dwelling unit that is physically detached or separated from the primary dwelling. Detached includes a second-story addition above an existing detached structure. A detached accessory dwelling unit can be new construction or the conversion or expansion of an existing structure.
2. Junior Accessory Dwelling Unit. An attached accessory dwelling unit is a unit that meets specific criteria as specified below.
 - a. Maximum of 500 square feet in size.
 - b. Contained entirely within a single-unit primary dwelling.
 - c. Has a separate entrance from the main entrance to the primary dwelling.
 - d. Has a bathroom that is either in the junior ADU or in the primary dwelling.
 - e. Includes an efficiency kitchen.

H. Number of Accessory Dwelling Units or Junior Accessory Dwelling Units per Lot or Parcel in Zones Which Allow Single-Family Homes. The following number of accessory dwelling units apply in all zoning districts that allow single-family homes as a permitted use:

1. One attached or detached accessory dwelling unit shall be allowed on a parcel with a primary dwelling unit.
2. One junior accessory dwelling unit shall be allowed on a parcel with a primary dwelling.
3. Up to one attached or detached accessory dwelling unit and one junior accessory dwelling unit shall be allowed on a single parcel.

I. Type and Number of Accessory Dwelling Units per Lot with an Existing Multifamily Home. The following apply to accessory dwelling units in all zoning districts that allow multifamily homes as a permitted use:

1. Accessory Dwelling Units.
 - a. At least one ADU or up to 25 percent of the existing multifamily units shall be allowed within an existing multifamily dwelling.
 - b. Accessory dwelling units in a multifamily development may be created only through the conversion of parts of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages.

2. Detached Accessory Dwelling Units.

- a. Up to two detached accessory dwelling units shall be allowed on a parcel with existing multifamily structures, subject to compliance with the development standards for detached accessory dwelling units in this chapter.
- b. If the existing multifamily dwelling has a rear or side setback of less than four feet, no modification of the existing multifamily dwelling shall be required as a condition of approving the application to construct an accessory dwelling unit.

J. Development Standards for Attached and Detached Accessory Dwelling Units. The following standards apply to accessory dwelling units:

1. Attached Accessory Dwelling Units.

- a. Location. Attached accessory dwelling units shall be located on the same lot or parcel as an existing or proposed primary dwelling unit and be attached to the primary dwelling unit by at least one wall or by a ceiling (above or below the primary dwelling unit) on a lot that is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.
- b. Size. The total floor area of an attached accessory dwelling unit shall not exceed 850 square feet for a one-bedroom unit or 1,000 square feet for an accessory dwelling unit that provides more than one bedroom. If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling. These limits do not include up to 150 square feet of area added to the primary dwelling for the sole purpose of providing ingress and egress to the accessory dwelling unit.
- c. Setbacks.
 - i. Front yard setback: Per the zoning district standard for the primary dwelling.
 - ii. Side yard: Four feet.
 - iii. Rear yard: Four feet.
 - iv. No setback shall be required for an existing living area or accessory structure, or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.
- d. Height. 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower. This height requirement shall not require the city to allow an accessory dwelling unit to exceed two stories
- e. Access. An attached accessory dwelling unit shall have direct exterior access separate from the main entrance to the primary dwelling.
- f. Design. Accessory dwelling units shall be compatible with the architectural style, materials, and colors of the primary dwelling unit.
- g. Passageway. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

h. Fire Sprinklers. An attached accessory dwelling unit shall not be required to provide fire sprinklers if they are not required for the primary dwelling.

i. Landscape. Landscaped areas within setbacks shall meet the requirements of this code.

j. Before permit issuance, the city shall be provided with a copy of the recorded deed restriction, which shall run with the land, using the city's form.

k. No provisions within this section, including lot coverage or legal nonconformity, shall preclude an attached minimum 800-square-foot accessory dwelling unit that is at least 16 feet in height with four-foot side yard and rear yard setbacks, and that is constructed in compliance with all other development standards.

2. Detached Accessory Dwelling Unit Development Standards.

a. Location. Detached accessory dwelling units shall be located on the same lot or parcel as an existing or proposed primary dwelling on a lot that is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.

b. Size. A detached accessory dwelling unit shall not exceed 850 square feet for a one-bedroom unit or 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

c. Setbacks.

i. Front yard setback: Per the zoning district standard for the primary dwelling.

ii. Side yard: Four feet.

iii. Rear yard: Four feet.

c. Height. The maximum height of a detached accessory dwelling unit shall be:

- i. 16 feet for new structures built specifically as an accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit. Existing structures taller than 16 feet can be converted to an accessory dwelling unit consistent with the requirements of this chapter.
- ii. 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor.
- iii. 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling.

e. Design. Detached accessory dwelling units shall be compatible with the architectural style, materials, and colors of the primary dwelling unit.

f. Passageway. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

g. Fire Sprinklers. An attached accessory dwelling unit shall not be required to provide fire sprinklers if they are not required for the primary dwelling.

h. Landscape. All setback areas shall be landscaped as required by this code.

i. Before permit issuance, the city shall be provided with a copy of the recorded deed restriction, which shall run with the land, using the city's form.

j. Building Separation. An accessory dwelling unit shall comply with the building separation requirements of the underlying zone, but in no case shall said requirement prohibit an accessory dwelling unit that is a minimum of 800 square feet, maximum of 16 feet in height with four-foot side and rear yard setbacks.

k. No provisions within this section, including lot coverage or legal nonconformity, shall preclude a detached minimum 800-square-foot accessory dwelling unit that is at least 16 feet in height with four-foot side yard and rear yard setbacks, and that is constructed in compliance with all other development standards.

3. Junior Accessory Dwelling Unit Development Standards.

a. Location. Shall be located on the same lot or parcel as a primary dwelling unit and be within the walls of the single-family residence, including an attached garage, of the primary dwelling unit by at least one wall or by a ceiling. The junior accessory dwelling unit may be located above or below the primary dwelling unit.

b. Size. Maximum of 500 square feet of living area.

c. Setbacks. If the primary dwelling unit is expanded to create the junior accessory dwelling unit, the addition shall maintain setbacks of four feet from side and rear yards or the same setback as the existing structure, whichever is less. Front setback shall be the same as the existing structure or per the zoning district for the primary structure, whichever is less. Larger setbacks shall apply if required by fire or building codes on a case-by-case basis.

d. Access. A junior accessory dwelling unit shall have a separate entrance separate from the main entrance to the primary dwelling.

e. Kitchen. Each junior accessory dwelling unit shall include an efficiency kitchen which must include (i) a cooking facility with appliances and (ii) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

f. Utilities.

i. A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for the purposes of calculating connection fees or capacity charges for utilities, including water, sewer, or power service, or impact fees.

ii. No new or separate utility connection between the junior accessory dwelling unit and the utility shall be required, although the property owner may voluntarily install a submeter for the junior accessory dwelling unit.

iii. Any utility charges or fees shall be consistent with state law.

g. Parking. No additional off-street parking is required for the junior accessory dwelling unit.

h. Owner Occupancy and Deed Restriction.

- i. A person with legal or equitable title to the primary dwelling shall reside on the property in either the primary dwelling or junior accessory dwelling unit as that person's legal domicile and permanent residence.
- ii. The owner occupancy requirement does not apply if the property is entirely owned by a governmental agency, land trust, or nonprofit housing organization.
- iii. Prior to issuance of a building permit for a junior accessory dwelling unit, a deed restriction shall be recorded in the chain of title of the primary single-unit property. The form of the deed restriction shall be approved by the city attorney pursuant to Government Code Section [66333](#).
- iv. The deed restriction shall run with the land and shall be enforced against future property owners.

K. Impact Fees.

1. Impact Fee Requirements.

- a. No city-imposed impact fees shall be charged for an accessory dwelling unit that is less than 750 square feet in size.
- b. For accessory dwelling units 750 square feet or larger, city-imposed impact fees shall be charged proportionately in relation to the square footage of the primary dwelling.
- c. Impact fees do not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

L. Required Parking for Accessory Dwelling Units.

1. Number of Parking Spaces. Parking for accessory dwelling units shall be provided per the following:

- a. One off-street parking space, covered or uncovered, is required for each attached and detached accessory dwelling unit or bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.
- b. Notwithstanding any other section, no off-street parking is required for an attached or detached accessory dwelling unit if one or more of the following applies:
 - i. The accessory dwelling unit is located within one-half-mile walking distance of public transit, including transit stations and bus stations.
 - ii. When on-street parking permits are required by the city, but not offered to the occupant of the accessory dwelling unit.
 - iii. The accessory dwelling unit is part of the proposed or existing primary residence.
 - iv. The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - v. When there is a car share vehicle located within one block of the accessory dwelling unit.

- vi. When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any other criteria listed in this chapter.
 - c. Off-street parking shall be permitted in setback areas in locations determined by the city or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.
2. When a garage, carport, or covered parking structure is demolished to allow for the construction of an accessory dwelling unit or for the conversion of a structure to an accessory dwelling unit it shall not be required to be replaced.
3. Guest parking spaces shall not be required for accessory dwelling units under any circumstances. [Ord. 17-2021 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.060)].

MEMORANDUM



ITEM 15.3.

DATE: October 7, 2024
TO: Honorable Mayor and Council Members
FROM: Russell Ducharme, Neighborhood Services Manager
SUBJECT: **SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING SECTIONS 9.85.010-9.85.060 "PROTECTION OF CRITICAL INFRASTRUCTURE AND WILDFIRE RISK AREAS," AND ADDING SECTIONS 9.85.010-9.85.070, TO TITLE 9. CHAPTER 9.85 OF THE RANCHO CORDOVA MUNICIPAL CODE "CAMPING"**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would result in amendments to Title 9, Chapter 9.85 repealing Sections 9.85.010-9.85.060 "Protection of Critical Infrastructure and Wildfire Risk Areas," and Add Sections 9.85.010-9.85.070, to Title 9, Chapter 9.85 of the Rancho Cordova Municipal Code entitled "Camping."

BACKGROUND

On September 16, 2024, the City Council waived the first reading and passed to a second reading of the Ordinance.

FISCAL IMPACT AND FUNDING SOURCE

There would be no direct fiscal impact on the City. However, the City's Code Enforcement Division may assign resources to enforce the Ordinance. The Neighborhood Services Department has determined that the Ordinance will not significantly impact Code Enforcement's ability to respond to other calls.

ATTACHMENT(S)

1. Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2024

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING SECTIONS 9.85.010-9.85.060 “PROTECTION OF CRITICAL INFRASTRUCTURE AND WILDFIRE RISK AREAS,” AND ADDING SECTIONS 9.85.010-9.85.070, TO TITLE 9, CHAPTER 9.85 OF THE MUNICIPAL CODE “CAMPING”

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

Section 1. Purpose and Declarations.

WHEREAS, the City of Rancho Cordova is committed to protecting the health, safety, welfare, and quality of life of all of its residents; and

WHEREAS, homelessness is one of the most complex and urgent challenges for cities and other governments in California, where approximately half of all the homeless individuals in the United States reside; and

WHEREAS, the Supreme Court of the United States has recognized in *Grants Pass v. Johnson*, decided June 28, 2024, that the Eighth Amendment of the United States Constitution allows governments to prohibit the act of camping on public property, overturning the Ninth Circuit’s 2019 decision, *Martin v. Boise*; and

WHEREAS, unpermitted camping on public and private property poses a significant risk to the health, safety and welfare (including sanitation), of all the City’s residents, housed and unhoused alike; and

WHEREAS, unpermitted obstructions on sidewalks and public rights of way pose an increased risk to pedestrians, particularly children, the elderly, and people with disabilities or vision-impairments, when they must navigate around them; and

WHEREAS, the City of Rancho Cordova desires to regulate the act of camping on public property regardless of the reasons why such camping occurs, and not the status of being homeless; and

WHEREAS, the City of Rancho Cordova intends to implement a scheme of progressive enforcement of its prohibition on camping on public and private property, and seeks to uphold the rights, dignity, and property of individuals experiencing homelessness.

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

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 9 Public Peace, Morals, and Safety

Sections 9.85.010 to 9.85.060 are hereby repealed and replaced, and Sections 9.85.010 to 9.85.070, are added to the City of Rancho Cordova Municipal Code, to read as follows:

Chapter 9.85 CAMPING

9.85.010 Findings and purpose.

The streets and public property within the City should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to use the areas for which they were intended. Such activity can constitute a public health and safety hazard that adversely impacts the neighborhoods, commercial property and general welfare of the City. Camping on private property without the consent of the owner, proper sanitary measures and for other than a minimal duration adversely affects private property rights as well as public health, safety, and welfare. The purpose of this chapter is to maintain streets, parks, creeks and other public and private areas, whether paved or unpaved, within the City in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community, while recognizing that, subject to reasonable conditions, camping and camp facilities associated with special events can be beneficial to the cultural and educational climate in the City.

9.85.020 Definitions.

When used in this chapter, the following words and phrases have the following meanings:

“Camp” means to place, pitch or occupy camp facilities; to live temporarily in a camp facility or outdoors; or to use camp paraphernalia.

“Camp facilities” include, but are not limited to, tents, huts, vehicles, vehicle camping outfits, trailers, lean-tos, temporary shelters, tarpaulins, sleeping mattresses or pads, sleeping bags, or bedding.

“Camp paraphernalia” includes, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, mattress, hammocks, cooking facilities, appliances, and similar equipment.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.

9.85.030 Unlawful Camping.

A. No person shall camp anywhere in the City of Rancho Cordova, whether on public or private property, except as hereinafter expressly permitted in Section 9.85.040 of this chapter.

B. It shall be an affirmative defense under this chapter for any person, without the purpose of habitation, to temporarily occupy and use a vehicle for emergency reasons including, but not limited to: escape from or avoidance of an abusive person(s), avoidance of driving a vehicle while under the influence of alcohol or drugs, even though the person may sleep during the period of that use. For purposes of this section, “temporarily occupy” means a duration of twelve hours or less.

9.85.040 Permitted camping.

Camping is permitted in the City of Rancho Cordova only under the following circumstances:

A. On public property specifically set aside and clearly marked for public camping purposes.

B. In conjunction with events authorized and expressly provided for in a special event or temporary use permit issued by the City.

9.85.050 Storage of personal property in public places.

It shall be unlawful for any person to store or leave unattended camp facilities or camp paraphernalia on public property, unless such storage is expressly authorized and in conjunction with a permitted camping activity under this chapter.

9.85.060 Public nuisance declared.

A. Any Camp facilities or Camp paraphernalia established in the City in violation of this chapter is declared to be a public nuisance, and the City enforcement official is authorized to abate the nuisance and remove camp facilities and camp paraphernalia as authorized by Rancho Cordova Municipal Code Chapter 16.18 or as authorized by law.

9.85.070 Violation—Penalty.

A. Any person who violates any provision in this chapter is guilty of an infraction, punishable by a one hundred dollar fine.

B. Any person cited for a second violation of the same section within a twelve-month period is guilty of an infraction, punishable by a two hundred dollar fine.

C. Any person found in violation of any section of this chapter for the third time within a twelve-month period is guilty of a misdemeanor, punishable by a fine not to exceed five hundred dollars, or imprisonment not to exceed six months.

D. In addition to any other remedy allowed by law, any person who violates a provision of this chapter is subject to criminal sanctions, civil actions, and administrative penalties pursuant to Rancho Cordova Municipal Code section 1.01.190.

E. All remedies prescribed under this chapter are cumulative and the election of one or more remedies does not bar the city from the pursuit of any other remedy to enforce this chapter.

Section 4. Severability

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

Section 5. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 15.4.

DATE: October 7, 2024
TO: Honorable Mayor and Council Members
FROM: Ka Vang, Management Analyst
Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION AUTHORIZING AN APPLICATION FOR THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT PROHOUSING INCENTIVE PILOT (PIP) PROGRAM ROUND 3**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize staff to apply to the Prohousing Incentive Pilot (PIP) Program for Round 3 funding and would allocate the funding to the Mather Veterans Village Phase 4 affordable housing project.

BACKGROUND

The Prohousing Designation Program was established by the state of California Housing and Community Development (HCD) in 2019 to help meet California's housing goals. The Prohousing Designation makes affordable housing projects more competitive for State and Federal funding and may help accelerate the timeline for future projects. The Prohousing Incentive Pilot (PIP) Program encourages cities and counties to secure the Prohousing Designation, making them eligible for PIP grant funding. The City applied for and received the Prohousing Designation on March 23, 2023. Staff applied for the one-time PIP funding and on May 9, 2023, HCD awarded the City \$960,000.

On January 23, 2024, HCD announced the release of PIP Round 2 funding and issued a Notice of Availability (NOFA) for approximately \$9,483,402.17. Funding allocation is based on each jurisdiction's population size and Prohousing Designation score as determined by HCD. Based on the City's Prohousing Designation score, the City is eligible to apply for a maximum of \$960,000. The City submitted an application for Round 2, but was not awarded any Round 2 funds.

On August 15, 2024, (HCD) announced the release of PIP Round 3 funding and issued a NOFA of approximately \$8 million. Based on the City's Prohousing Designation score, the City is eligible to apply for a maximum of \$960,000. Adoption of the Resolution is required to apply for the PIP Round 3 funding. With adoption of the Resolution, staff will submit the PIP Round 3

application requesting the full \$960,000. While the funding is awarded over-the-counter based on geographic region and a jurisdiction's Prohousing designation score, there is no guarantee that the City will receive an award. Staff still recommends allocating this one-time funding to the Mather Veterans Village Phase 4 affordable housing project, which would be used to pay for pre-development project costs including, but not limited to, architectural design, surveying, and engineering work.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

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 APPLICATION FOR, AND RECEIPT OF, PROHOUSING INCENTIVE PILOT FUNDS AND ALLOCATING PROGRAM FUNDS TO THE MATHER VETERANS VILLAGE PHASE 4 AFFORDABLE HOUSING DEVELOPMENT PROJECT

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

WHEREAS, the City Council of the City of Rancho Cordova ("City") desires to submit a PIP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for eligible activities toward planning and implementation activities related to housing and community development as a result of meeting eligibility criteria including but not limited to Prohousing Designation; and

WHEREAS, the City submitted the Prohousing Designation application on February 21, 2023, and was awarded the Prohousing Designation on March 23, 2023; and

WHEREAS, the Department has issued Guidelines and Application on August 15, 2024, in the amount of \$8,000,000 for PIP; and

WHEREAS, the Mather Veterans Village Phase 4 is a multi-family housing project consisting of 70 units, 69 of which will be affordable rental units for homeless and disabled veterans and homeless households earning less than 50% area median income (AMI), that requires local funding support to complete predevelopment activities and enhance the project's competitiveness for needed state housing funding; and

WHEREAS, the City Council approves the PIP funds to be allocated to the Mather Veterans Village Phase 4 affordable housing development project.

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

SECTION 1. The City Manager of the City of Rancho Cordova is hereby authorized and directed to submit an Application to the Department in response to the NOFA, and to apply for the PIP grant funds in a total amount not to exceed \$960,000; and

SECTION 2. In connection with the PIP grant, if the Application is approved by the Department, the City Manager of the City of Rancho Cordova is authorized and directed to enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$960,000 and any and all other documents required or deemed necessary or appropriate to evidence and secure the PIP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the

ITEM 15.4.

ATTACHMENT 1

Guidelines, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the Guidelines and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 2024 by the following vote count:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 15.5.

DATE: October 7, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Drew Hart, Senior Transportation Planner
Edgar Medina, Principal Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-216 WITH 50 CORRIDOR TRANSPORTATION MANAGEMENT ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR COMMUNITY-BASED TRAVEL PLANNING PROGRAMMING**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a professional services agreement with 50 Corridor Transportation Management Association in an amount not to exceed \$1,000,000 for Community-Based Travel Planning programming funded through the Carbon Reduction Program grant.

BACKGROUND

The City of Rancho Cordova's Public Works Department, in collaboration with 50 Corridor Transportation Management Association (50 TMA), has been awarded \$1,061,911 in grant funding from the Sacramento Area Council of Governments (SACOG) under their Carbon Reduction Program (CRP). The CRP was established by the U.S. Department of Transportation as part of the Infrastructure Investment and Jobs Act / Bipartisan Infrastructure Law signed into law in November 2021. This program provides funding to states and Metropolitan Planning Organizations for projects designed to reduce transportation-related carbon emissions from on-road highway sources. The proposed contract will act as the pass-through funding agreement as required by the grant program.

The joint application between the City and the 50 TMA focused on programs that encourage behavioral changes to carbon-free or carbon-light transportation choices. The scope consists of Community-Based Travel Planning to be conducted by the 50 TMA, and Active Modes Wayfinding to be managed by the Public Works staff. Community-Based Travel Planning seeks to engage Rancho Cordova residents in adopting more sustainable transportation methods. The program will focus on shifting residents away from single-occupancy vehicle trips and promoting the use of low-carbon, sustainable transportation options. Through targeted

education, incentives, and support services, this initiative is designed to reduce single-occupancy car trips and carbon emissions within the community. 50 TMA will provide up to five years of Community-Based Travel Planning programming. The scope of this work includes the following:

Marketing Campaigns: Each year, 50 TMA will develop a unique marketing strategy that may include direct mail, social media, email, and partnerships with local businesses. Campaigns will be designed to reach a wide range of residents, with a focus on inclusivity.

Incentives, Events, and Supportive Services: To encourage behavior change, 50 TMA will offer incentives such as cash rewards for those who shift to low-carbon modes of transport like biking, carpooling, or public transit. Other incentives may include subsidies for vanpools, carsharing, or transit passes, based on the campaign focus and participant needs.

Events to encourage and support new travel habits may include bike repairs, community bike rides, bike safety and maintenance demonstration classes, carpool matching meet-and-greets, transit field trips, ebike test rides, sustainable transportation fairs, and community walks. These events will be targeted towards those who opt-in to the program. Additionally, supportive services may include one-on-one trip planning and guaranteed ride services (through Uber, Lyft, or similar) which will help remove barriers to adopting more sustainable travel habits.

Annual Reports: At the end of the annual campaign, 50 TMA will prepare a detailed report summarizing the effectiveness of that year's activities, participation rates, and lessons learned to guide future efforts.

This comprehensive approach will provide Rancho Cordova residents with the resources, incentives, and support necessary to make meaningful changes in their travel behavior.

The Active Modes Wayfinding is not a part of the agreement being discussed and will be brought before City Council next year. All activities will be completed by June 2030.

FISCAL IMPACT AND FUNDING SOURCE

Funding for Community-Based Travel Planning programming consists of Carbon Reduction Program Grant Funds. There is no impact on the City's General Fund.

This project is not in the City's current approved Capital Improvement Plan, but will be included as a mid-year request into the 2024/25 approved budget.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-216

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. 2024-216 WITH 50 CORRIDOR TRANSPORTATION MANAGEMENT ASSOCIATION IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR COMMUNITY-BASED TRAVEL PLANNING PROGRAMMING

WHEREAS, the City partnered with 50 Corridor Transportation Management Association (50 TMA) on the application with the Sacramento Area Council of Governments (SACOG) under their Carbon Reduction Program that is part of the Infrastructure Investment and Jobs Act Bipartisan Infrastructure Law; and

WHEREAS, SACOG awarded the City of Rancho Cordova \$1,061,911 in grant funds under their Carbon Reduction Program; and

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2024-216 with 50 Corridor Transportation Management Association in an amount not to exceed \$1,000,000 for Community-Based Travel Planning programming; and

WHEREAS, the 50 TMA under the Community-Based Travel Planning programming will provide Marketing Campaigns, Incentives, Events, Supportive Services and Annual Reporting; and

WHEREAS, the Carbon Reduction Program grant award will also fund the administrative costs related to the Active Modes Way Finding plan; and

WHEREAS, this programming is designed to encourage Rancho Cordova residents to engage in a travel behavior change program aimed at helping them shift more trips away from driving alone to low-carbon, sustainable modes of transportation; and

WHEREAS, funding for the Community-Based Travel Planning programming seeks to engage residents in adopting more sustainable transportation methods, with programs focusing on shifting residents away from single-occupancy vehicle trips and promoting the use of low-carbon, sustainable transportation options; and

WHEREAS, funding for the Community-Based Travel Planning Program is intended to fund 5 years of programming.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2024-216 with 50 Corridor Transportation Management Association, in an amount not to exceed \$1,000,000 in a form approved by the City Attorney to provide community-based travel planning programming.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 2024 by the following vote:

ITEM 15.5.

ATTACHMENT 1

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
50 CORRIDOR TRANSPORTATION MANAGEMENT ASSOCIATION**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and 50 Corridor Transportation Management Association ("Professional") as of **October 1, 2024**.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on **June 30, 2030**, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed **ONE MILLION DOLLARS (\$1,000,000.00)** notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein.

Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Final Payment. City shall make the final payment within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed **ONE MILLION DOLLARS (\$1,000,000)**. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, 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. Professional 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 Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional 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. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional 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 Professional. 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, Professional 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 Professional, 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. Professional shall notify City within fourteen (14) days of notification from Professional'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 Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, 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.

4.2.2 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.

4.2.3 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 Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. 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 Professional 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. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 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.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional 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.

4.4.3 Subcontractors. Professional 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.

4.4.4 Deductibles and Self-Insured Retentions. Professional 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, Professional 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 Professional 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.

4.4.5 Waiver of Subrogation. Professional 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 Professional, its employees, agents, and subcontractors.

4.4.6 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, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Professional 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 Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional 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 Professional 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 Professional 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 Professional 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, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional 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 Professional 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.
- 5.3 Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional 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 Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional 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, Professional 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. Professional shall not allow any employee, agent or subcontractor to become eligible for a claim for PERS benefits.

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors

shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

7.5 Nondiscrimination and Equal Opportunity. Professional 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 Professional under this Agreement. Professional 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 Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon **30** days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands

and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters

covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Professional's Books and Records. Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision 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.

10.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

10.3 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.

- 10.4 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.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

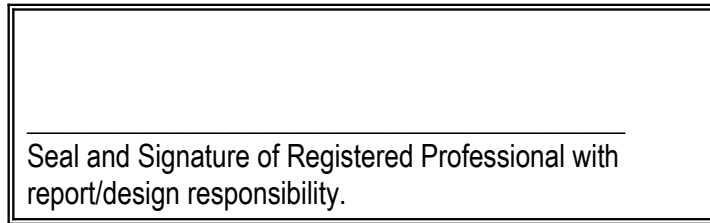
Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by **Drew Hart** ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Professional shall be sent to:
Cheryl Croshere, Executive Director
50 Corridor TMA
Mail Only: 11230 Gold Express Drive 310-263, Gold River CA 95670
Email Address (for Insurance Update Requests)
Executivedirector@50corridor.com

Any written notice to City shall be sent to:

Drew Hart
Senior Transportation Planner, Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
916-851-8710 or dhart@cityofranchocordova.org

- 10.11 Professional Seal.** Where applicable in the determination of the Contract Administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional 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.

SIGNATURE PAGE FOLLOWING

ITEM 15.5.

ATTACHMENT 2
CONTRACT NO.: 2024-216

IN WITNESS WHEREOF, the Parties 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

PROFESSIONAL

Micah Runner, City Manager

Cheryl Croshere, Executive Director

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Scope of Work**Community-Based Travel Planning**

Timeline: October 1, 2024 – June 30, 2030

Cost: \$1,000,000

Provide up to 5 years of Community-Based Travel Planning programming which includes the following subtasks designed to increase trip-making by low-carbon, sustainable modes:

- Marketing Campaigns
- Incentives, Events, and Supportive Services
- Annual Reports

/ Marketing Campaigns

The 50 TMA will develop a marketing strategy for each annual campaign. In general, the marketing strategy may include ads delivered via direct mail, social media, out-of-home, email, events, and other marketing channels. Outreach might also include partnering with local businesses and/or community organizations. Each annual campaign will have its own theme and marketing strategy in order to keep the program fresh and reach new residents every year. Translation and interpretation services may be used to reach residents whose English is limited, while other strategies will be used to engage hard-to-reach residents and serve diverse needs and interests.

/ Incentives, Events, and Supportive Services

Together, incentives, events, and other supportive services provide a comprehensive experience for program participants; the program aims to coach them through trying a new mode - such as biking, carpooling, or taking the bus or light rail - and/or increasing the frequency with which they use that mode in lieu of driving alone. A smartphone application-based tool will be used to track participants' trip-making and mode share, while also rewarding them with cash when they make progress towards their modal goals. This might look like participants receiving \$5 for their first trip by transit, \$10 for their 5th trip, and \$20 for their 10th trip, for example. SACOG will shortly be collecting bids for such an app, and this program will either use the one procured by SACOG or another of the 50 TMA's choosing, depending on the needs of the program and the functionality of the app procured. Incentives could also take the form of subsidies for vanpools, carsharing, or transit passes, depending on the focus of the annual campaign and the needs and preferences of program participants.

Events to support participants' new travel habits may include bike repairs, community bike rides, bike safety and maintenance demonstration classes, carpool matching meet-and-greets, transit field trips, ebike test rides, sustainable transportation fairs, and community walks, as examples. These events will be targeted toward residents that opt into the program and elect to use the smartphone app or an alternative for trip logging. In this way, events provide strategic support to those that have elected to change their travel habits, providing opportunities and motivation to follow through on those goals while removing barriers to doing so.

ITEM 15.5.

ATTACHMENT 2 CONTRACT NO.: 2024-216

Supportive services for program participants may include one-on-one trip-planning, carpool matching, as well as guaranteed rides. Guaranteed ride consists of free rides by Uber, Lyft, taxi, or rental car when program participants try to use a low-carbon, sustainable mode and something happens. For example, they take light rail to work, and their child is sick and needs to be picked up from school within 30 minutes. Guaranteed ride removes some of the mental barriers to using sustainable modes and can be delivered through the same smartphone app used for incentives and trip logging.

/ Annual Reports

The 50 Corridor TMA will prepare reports at the end of each annual campaign, summarizing that year's activities and comparing participation, effectiveness, and lessons learned to prior years.

Deliverables

- Annual marketing campaigns, which could include digital, print, out-of-home, and other channels to promote the program in a fun, accessible, and inviting way.
- Events
- Incentives and subsidies
- Supportive services, such as guaranteed rides, and
- Up to five annual reports

EXHIBIT B

COMPENSATION SCHEDULE

50 Corridor TMA Billing Rates, 2024-2030

Title/ Role	Billing Range
Executive Director	\$175 - \$275
Membership Development Director	\$100 - \$225
Program Manager	\$120 - \$225
Marketing Manager	\$100 - \$225
Outreach Coordinator	\$90 - \$175
Administrative Coordinator	\$90 - \$175
Safe Routes to School (SRTS) Coordinator	\$50 - \$125

MEMORANDUM



ITEM 15.6.

DATE: October 7, 2024
TO: Honorable Mayor and Council Members
FROM: Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION DECLARING THE RESULTS OF THE MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE (SWUII W LID) ON THE PRESERVE PROJECT IN THE CITY OF RANCHO CORDOVA**

RECOMMENDATION

Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee (SWUII w LID) on The Preserve project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the results of the ballot tabulation for the proposed imposition of the annual Stormwater Utility Fee (SWUII w LID) on The Preserve project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee (SWUII w LID) on The Preserve project pursuant to the Fee Ordinance.

BACKGROUND

The City Council previously adopted a Resolution on August 5, 2024, declaring its intention to impose the annual Stormwater Utility Fee- SWUII w LID ("Fee") on The Preserve project. A protest hearing was conducted on September 3, 2024, at which time no written protest was received from the property owners representing a majority of the parcels subject to the Fee. Council then adopted a Resolution authorizing the mailing of property owner ballots for the purpose of submitting the Fee to a vote of the owners, subject to the Fee. The Clerk has tabulated the ballots returned by the property owners for The Preserve project. The majority vote of the owners of the parcels approved imposing the annual Fee on The Preserve project pursuant to the Ordinance. The recommended action tonight is to adopt the Resolution declaring the results of the mail ballot election.

FISCAL IMPACT AND FUNDING SOURCE

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

ATTACHMENT(S)

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

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DECLARING THE RESULTS OF A MAIL BALLOT ELECTION
RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE (SWUII W
LID) FOR THE PRESERVE PROJECT IN THE CITY OF RANCHO CORDOVA**

WHEREAS, on August 5, 2024, the City Council adopted a Resolution declaring its intention to impose the Annual Stormwater Utility Fee- SWUII w LID ("Fee") for The Preserve project; and

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

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

WHEREAS, before imposing the Fee, the City Council is required to hold a noticed public hearing on a written report (the "Written Report") containing a description of each parcel of real property within the City to which the Fee is applicable and the amount of the Fee for each such parcel for Fiscal Year 2024-2025 and to consider protests to the Fee and, if a majority protest is not received at the public hearing, the Council must submit the question of the imposition of the Fee to a vote of the owners of the property subject to the proposed Fee for approval before the proposed Fee may be levied; and

WHEREAS, in accordance with Proposition 218 the City Council held a duly noticed public hearing on the matter of the Written Report and the proposed Fee on September 3, 2024, and took testimony, both written and oral; and

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

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

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

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

ITEM 15.6.

ATTACHMENT 1

reference incorporated herein.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

Rancho Cordova Stormwater Utility Fee (SWUII w LID)

Official Property Owner Ballot

The person completing and submitting this Property Owner Ballot must be the owner of the property identified above or the representative of the owner of such property who is legally authorized to complete and submit this ballot for and on behalf of the owner. The enclosed "Summary of Property Owner Ballot Procedures" has been provided to assist you in filling out the ballot. If there are two or more property owners, only one needs to sign and return the ballot. One ballot will be counted per property.

Assessor's Parcel Numbers: 0072-0300-013-0000, 072-0300-011-0000, 073-0010-029-0000

Property Address: North of Douglas Road and West of Grant Line Road

Designation: Vacant Land

Total Parcel(s) Area (acres): 98.92

Assessor's Parcel Numbers: **0072-0300-013-0000, 072-0300-011-0000, 073-0010-029-0000**

Owner Name: **TPG AG EHC III (LEN) CA 1, L.P., a Delaware limited partnership**

By Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

Proposed Maximum FY 2024-2025 Annual Fee Amount: **\$226.17 per DMU**

In order to provide the City of Rancho Cordova with a dedicated funding source to repair, reconstruct and maintain the storm drain system, low impact development measures, and to protect water quality, shall the City impose an annual Stormwater Utility Fee (SWUII w LID) as shown in the Rate Analysis Report, dated March 2024?



YES I support the proposed annual Stormwater Utility Fee



NO I oppose the proposed annual Stormwater Utility Fee

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

*Steven S. Benson, Manager of Essential
Housing Asset Management, LLC, Authorized
Agent of TPG AG EHC III (LEN) CA 1, L.P.*

9/12/24

Date

Printed Name

Steven S. Benson

Signature

Vote Here

If approved by a majority of the returned ballots, the proposed maximum annual Storm Drain User Fee rate for FY 2024-2025 will be \$226.17 per DMU. The maximum rate per DMU will increase annually by the amount of the increase of the CPI. However, each year the City Council will hold a public hearing and determine the actual rate per DMU that will be charged. At the annual public hearing, the City Council will set the actual rate for the next year, which would be equal to or less than the annual maximum rate. The Council may decide to reduce the rate or set the rate to \$0 per DMU in any fiscal year.

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

Upon completion, fold the ballot, place it in the addressed, return envelope and seal the envelope. Pursuant to the enclosed instructions, mail the ballot to the address shown on the return envelope, or deliver to the City Clerk at City Hall by 1:30 p.m. on Tuesday September 24th, 2024.

Return to:

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

SUMMARY OF PROPERTY OWNER BALLOT PROCEDURES

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

1. Mark your vote on the enclosed Property Owner Ballot by placing an "X" in the appropriate box.
2. Mark, sign and date your Property Owner Ballot in ink. Property Owner Ballots received without a signature will not be counted. Do not use pencil.
3. Place your ballot in an envelope and seal the envelope.
4. Property Owner Ballots may be mailed, or hand delivered to the City Clerk's office at 2729 Prospect Park Drive, Rancho Cordova, CA 95670.
5. The City **MUST** receive all Property Owner Ballots before 1:30 p.m. on Tuesday September 24, 2024. Any Property Owner Ballot received after this time cannot legally be counted. **Postmarks will not be accepted, and ballots received after the deadline will not be counted.** (Property Owner Ballots may be delivered to the City Clerk prior to this date and time during normal business hours.)
6. The tabulation of Property Owner Ballots will be performed by the City Clerk after 1:30 p.m. on Tuesday September 24, 2024.
7. The City Clerk shall not disclose the contents of any ballot in such a way as to identify how a property owner voted until the ballots become public record.
8. The City Council may establish the annual Stormwater Utility Fee only if a majority of the Property Owner Ballots returned are in favor of the Fee.
9. If more than a majority of the Property Owner Ballots returned are opposed to the Fee, then the annual Stormwater Utility Fee will not be imposed.

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

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

EXHIBIT B

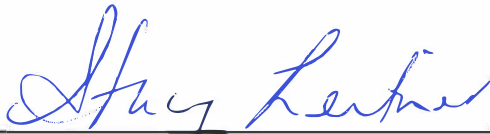
CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS
IN CONNECTION WITH THE PROPOSED STORMWATER UTILITY FEE (SWUII w
LID)
IN THE CITY OF RANCHO CORDOVA

I, Stacy Leitner, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election in connection with the imposition of an annual stormwater utility fee (SWUII w LID) that the day for the return of mailed ballot, September 24, 2024. The election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: /

Total "Yes" Ballots: /

Total "No" Ballots: 0



Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 15.7.

DATE: October 7, 2024
TO: Honorable Mayor and Council Members
FROM: Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION DECLARING THE RESULTS OF THE MAIL BALLOT ELECTION FOR RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 34 FOR THE PRESERVE PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the results of the mail ballot election concerning Transit-Related Services Special Tax Area Zone 34 establishing a special tax for transit services for The Preserve project.

BACKGROUND

On August 5, 2024, the City Council approved a Resolution that established Special Tax Zone No. 34, the boundaries of which will be contiguous to the boundaries of The Preserve project. On September 3, 2024, the Council adopted Ordinance No. 7-2024 that established the special tax for transit-related services subject to land-owner voter confirmation.

For the transit-related services special tax to go into effect, the Ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 34 is approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2025.

ELECTION RESULTS

A ballot was mailed out to the property owner of the Preserve project following approval of the Ordinance. The mail-ballot election has been completed, and the ballot tabulated by the City Clerk, [Attachment 3](#). The property owner has approved the Ordinance and the tax will be applied to Zone 34.

FISCAL IMPACT AND FUNDING SOURCE

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

ATTACHMENT(S)

1. Resolution
2. Ballot
3. Certified Ballot Results

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 34 FOR THE PRESERVE PROJECT

WHEREAS, on August 5, 2024, the City adopted a Resolution, creating Special Tax Area Zone 34 within the Transit-Related Services Special Tax Area. Pursuant a Resolution, the City Council directed the City Clerk to conduct a transit-related services tax election, to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, the property owner within Zone 34 waived the timing requirements of Elections Code section 4000 in order to conduct the election on a date earlier provided under the Elections Code; and

WHEREAS, on September 3, 2024, the City adopted Ordinance No. 7-2024, which established a special tax for transit-related services in Zone 34, subject to landowner-voter confirmation; and

WHEREAS, Ordinance No. 7-2024 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2025; and

WHEREAS, a ballot was sent to the landowner of Zone 34, The Preserve project, which asked them a single question in the form of: "Shall Ordinance No. 7-2024 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 34 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?"; and

WHEREAS, the owner of the real property subject to the Transit-Related Services Special Tax Area Zone 34 has voted on the issue of whether to approve Ordinance No. 7-2024 and the City now wishes to declare the results of this transit-related services tax election for Zone 34.

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

1. The foregoing recitals are true and correct.
2. The City Clerk has tabulated the transit-related services special tax ballot and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 7-2024 authorizing a special tax in the portion of Transit-Related Services Special Tax Zone 34 that encompasses the landowner's property, in order to maintain the present level of transit-related services and provide additional funding for increased transit-related services:

Special Tax Area Zone: 1 "yes"; 0 "no".

ITEM 15.7.

ATTACHMENT 1

3. In accordance with Ordinance No. 7-2024, the transit-related services special tax for Zone 34 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2025.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 34
THE PRESERVE PROJECT
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

OFFICIAL SPECIAL TAX BALLOT (ELECTIONS CODE §4000)

The person completing and submitting this Property Owner Ballot must be the owner of the property identified above or the representative of the owner of such property who is legally authorized to complete and submit this ballot for and on behalf of the owner. The enclosed "Summary of Property Owner Ballot Procedures" has been provided to assist you in filling out the ballot. If there are two or more property owners, only one needs to sign and return the ballot.

Assessor's Parcel Numbers: 0072-0300-013-0000, 072-0300-011-0000, 073-0010-029-0000

Property Address: North of Douglas Road and West of Grant Line Road

Designation: Vacant Land

Total Parcel(s) Area (acres): 98.92

Assessor's Parcel Numbers: **0072-0300-013-0000, 072-0300-011-0000, 073-0010-029-0000**

Owner Name: **TPG AG EHC III (LEN) CA 1, L.P., a Delaware limited partnership**

By Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No. 7-2024 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 34 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?

☒ **YES**

☐ **NO**

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

9/12/24

Date

Steven S. Benson, Manager of
Essential Housing Asset Management, LLC,
Authorized Agent of TPG AG EHC III
(LEN) CA 1 L.P.

Printed Name

Steven S. Benson

Signature

Vote Here

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

Upon completion, fold the ballot, place it in the addressed, return envelope and seal the envelope. Pursuant to the enclosed instructions, mail the ballot to the address shown on the return envelope, or deliver it to the City Clerk at City Hall by 1:30 p.m. Tuesday, September 24, 2024.

Return to:

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

This special tax ballot is for the use of the property owner of the parcel identified below, which parcel is located within the proposed Rancho Cordova Transit-Related Services Special Tax Area Zone 34, City of Rancho Cordova, County of Sacramento, State of California. Contact the City Clerk, at (916) 851-8700, if the name set forth below is incorrect or if you are no longer the owner representative of this parcel. This special tax ballot may be used to express either support for, or opposition to, the proposed special tax. In order to be counted, this special tax ballot must be signed below by the owner or, if the owner is not an individual, by an authorized representative of the owner. The ballot must then be delivered to the City Clerk, either by mail or in person.

SUMMARY OF PROPERTY OWNER BALLOT PROCEDURES

1. Mark your vote on the enclosed Property Owner Ballot by placing an "X" in the appropriate box.
2. Mark, sign and date your Property Owner Ballot in ink. Property Owner Ballots received without a signature will not be counted. Do not use pencil.
3. Place your ballot in an envelope and seal the envelope.
4. Property Owner Ballots may be mailed, or hand delivered to the City Clerk's office at 2729 Prospect Park Drive, Rancho Cordova, CA 95670.
5. The City **MUST** receive all Property Owner Ballots before by 1:30 p.m. on Tuesday, September 24, 2024. Any Property Owner Ballot received after this time cannot legally be counted. **Postmarks will not be accepted, and ballots received after the deadline will not be counted.** (Property Owner Ballots may be delivered to the City Clerk prior to this date and time during normal business hours.)
6. The tabulation of Property Owner Ballots will be performed by the City Clerk after 1:30 p.m. on Tuesday, September 24, 2024.
7. The City Clerk shall not disclose the contents of any ballot in such a way as to identify how a property owner voted until the ballots become public record.
8. The City Council may establish the Rancho Cordova Transit-Related Services Special Tax Area Zone 34 only if a majority of the Property Owner Ballots returned are in favor of the Fee.

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

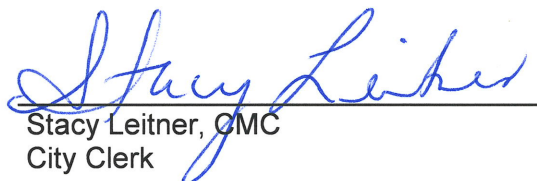
**CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE MAIL BALLOT ELECTION RETURN
FOR TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 34
IN THE CITY OF RANCHO CORDOVA**

I, Stacy Leitner, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election of the Transit-Related Services Special Tax Area Zone 34, on the day for the return of mailed ballot, September 24, 2024. The election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 1

Total "Yes" Ballots: 1

Total "No" Ballots: 0


Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 15.8.

DATE: October 7, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-218 WITH SACRAMENTO REGIONAL TRANSIT DISTRICT IN AN AMOUNT NOT TO EXCEED \$212,344 FOR LIGHT RAIL STATION CLEANING AND MAINTENANCE SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a contract with Sacramento Regional Transit District (RT) for an amount not to exceed \$212,344 for light rail station cleaning and maintenance services at the four light rail stations in Rancho Cordova.

BACKGROUND

Since April 2015, the City has been in partnership with Sacramento Regional Transit District (RT) to provide cleaning and general maintenance services for the four light rail stations and the RT soundwall within the City limits. The scope of this work includes litter and graffiti removal, trash management and landscape maintenance. City maintenance crews are deployed daily from Monday through Friday to each of the four stations to maintain cleanliness and ensure a positive environment for riders. This partnership has been instrumental in keeping the stations and the soundwall in excellent condition, contributing to the community's esthetics and providing a welcoming atmosphere for the commuters who use these facilities daily.

Given the success of this partnership, both the City and RT have expressed a desire to continue the collaboration. To account for the increased costs associated with these maintenance activities, a new agreement is proposed. The new RT funded contract will extend the partnership, with the term set to end on June 30, 2026.

FISCAL IMPACT AND FUNDING SOURCE

The proposed contract requires RT to pay the City for maintenance services at the four light rail stations in Rancho Cordova. There is no fiscal impact on the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-218

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. 2024-218 WITH THE SACRAMENTO REGIONAL TRANSIT DISTRICT IN AN AMOUNT NOT TO EXCEED \$212,344 FOR LIGHT RAIL STATION MAINTENANCE SERVICES

WHEREAS, since April 2015, the City of Rancho Cordova has been in partnership with Sacramento Regional Transit District (RT) to provide cleaning and general maintenance services for the four light rail stations and the RT soundwall within the City; and

WHEREAS, the collaboration between the City and RT has been very effective in improving the cleanliness and appearance of the four light rail stations in Rancho Cordova; and

WHEREAS, both parties wish to enter into a new two-year agreement in an amount not to exceed \$212,344; and

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

WHEREAS, the proposed contract requires RT to pay the City for maintenance services and there is no fiscal 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. 2024-218 with the Sacramento Regional Transit District in an amount not to exceed \$212,344 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

LIGHT RAIL STATION CLEANING AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into on _____, 2024, ("Effective Date") by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation, hereinafter "City," and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, hereinafter "SacRT."

RECITALS

WHEREAS, SacRT currently performs cleaning and maintenance at SacRT's Mather Field/Mills, Zinfandel, Cordova Town Center and Sunrise light rail station platforms, park and ride lots, and the Coloma pedestrian crossing located in the City of Rancho Cordova as depicted in Exhibits A1 through A4, attached hereto (hereinafter "Premises"); and

WHEREAS, City supplements SacRT's cleaning and maintenance work on the Premises and the parties desire for this supplemental work to continue.

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

1. CLEANING AND MAINTENANCE SERVICES. Throughout the term of this Agreement City must, on a weekly basis, remove all litter, empty trash cans, sweep, and remove graffiti at the Premises. City must perform work within SacRT's light rail station platforms and the station parking lots. The work will be performed by City four days a week. However, City must not perform work in the Sacramento-Placerville Transportation Corridor Joint Powers Authority's right of way, or within 20 feet of SacRT's light rail tracks nor may any tools be used near any gated areas. SacRT will also forward all complaints and comments to City regarding cleaning and maintenance issues at the Premises. City must address the issue or notify SacRT's Facilities Maintenance Superintendent of its intended response to the issue, within 7 days of receipt of complaint or comment. All complaints will come from either SacRT's Customer Advocacy Department or SacRT's Facilities Department.

Additionally, City may install and regularly maintain plants, trees, ground covers, and other landscaping materials and irrigation systems; perform site cleanup, trimming, removal, composting, and fertilization; chemical or mechanical weed abatement; diagnose specific landscaping problems and make recommendations for correcting the problems; and perform inspections of the light rail stations.

SacRT will maintain inspection records; interpret work orders; assist in preventive maintenance, troubleshooting and repairs at light rail stations, park and ride facilities, buildings and future use properties involving carpentry, masonry and other trades such as but not limited to asphalt work, use of decomposed granite and concrete, and masonry work; signage, plumbing and irrigation systems work; and analyze and diagnose flora and equipment problems.

All work under this Agreement must be accomplished in a safe manner and in accordance with all SacRT rules and policies to include all required training for each person working on SacRT property and must further comply with California Public Utilities Commission (CPUC) and Federal Railroad Commission (FRA) rules governing work around railways. City's employees and contractors must wear high visibility vests at all times while on the Premises. City will provide and maintain all equipment and supplies necessary to perform this work. All garbage must be removed and properly disposed of in accordance with all applicable federal, state, and local laws and regulations.

2. SAFETY TRAINING. City's employees, contractors, agents, volunteers, or any other individuals performing work under this Agreement must attend SacRT's "On Track Safety" course prior to commencing work under this Agreement, and annually thereafter, and must comply with all federal, state, and local regulations including Cal/OSHA and CPUC regulations, including CPUC General Order 175 – Roadway Worker Protection. Only those individuals who have attended SacRT's "On Track Safety" course may work within the Premises.

3. PREVAILING WAGES. Portions of the work to be performed under this Agreement constitute "public works" as defined in Labor Code sections 1720-1720.9 and 1771. City must perform, and cause its

contractors to perform, all public works in compliance with Division 2, Part 7, Chapter 1 of the Labor Code section 1720 et seq. and all regulations adopted pursuant thereto, including the payment of prevailing wages (Labor Code section 1771) and forfeiture for violations of the maximum worker service hours per day and per week (Labor Code section 1813). For federally funded contracts, wage rates are subject to modification to comply with revisions in the federal minimum wage schedule (Labor Code section 1740). A copy of the prevailing wage rates applicable to work performed under this Agreement is available in SacRT's Procurement office at 2816 N Street, Sacramento, CA 95816, which will be made available to the City and City's contractors upon request (Labor Code section 1773.2). City must require that any contractor or subcontractor performing work contemplated under this Agreement on behalf of City comply with the payroll recordation requirements set out in Labor Code section 1776 and the apprenticeship requirements set out in Labor Code section 1777.5. City must require all contractors or subcontractors performing work contemplated under this Agreement to post a copy of the prevailing wage determination at each work site (Labor Code section 1773.2). Any contractor or subcontractor performing work under this Agreement must be currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 (Labor Code section 1771.1). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (See Labor Code sections 1771.4 and 1775).

Pursuant to the requirements of Labor Code section 1860, CITY must secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code section 3700. Prior to the commencement of work, City must sign and file with the SacRT Director, Facilities a certification in the following form as set forth in Labor Code section 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

This certification is hereby incorporated in the Agreement and execution of the Agreement by City will constitute the signing and filing of the required certificate.

If any work under this Agreement is to be performed by contractors or subcontractors on behalf of City, City must also ensure that such contractors or subcontractors secure the payment of workers compensation in accordance with Labor Code section 3700 and sign and file the certification required under Labor Code section 1861 with the SacRT Director, Facilities prior to the commencement of work by the contractor or subcontractor.

City must, and hereby agrees to, indemnify, defend with counsel approved by SacRT, protect and hold harmless SacRT from and against any and all claims, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to the payment or requirement of payment of prevailing wages, the failure to comply with any federal or state labor laws, regulations or standards in connection with all work pursuant to this Agreement, whether or not any insurance policies have been determined to be applicable to any such claims and whether or not such claims are brought by employees of contractors or subcontractors.

4. TERM. This Agreement will commence on July 1, 2024, and terminate on June 30, 2026 (hereinafter "Term") unless sooner terminated or cancelled.

5. TOTAL CONSIDERATION. The total consideration payable to City may not exceed the amount of \$212,344. This amount is established for SacRT budgetary purposes and does not constitute a contractual commitment by SacRT to retain City to such an extent, or a commitment by City to provide all required services within the amount so established. City may not provide services that are billable to SacRT in an amount exceeding the amount of the total consideration provided above unless approved in advance by written amendment to this Agreement.

Because the term of this Agreement spans more than one SacRT fiscal year (beginning July 1st and ending the following June 30th), the parties agree that if SacRT does not budget sufficient funds for the services for any SacRT fiscal year beginning after the Effective Date, then SacRT may terminate this Agreement effective upon giving written notice of termination to City. If SacRT terminates this Agreement under this provision or for its convenience as provided in Article 9 (Termination for Convenience), SacRT will pay City invoices for services provided prior to the effective date of the termination, but in no event will SacRT be liable for any premium charges or extraordinary costs based on the early termination. City is not

obligated to perform any of its obligations under this Agreement after its termination, except those that survive the termination or expiration of this Agreement as further set forth herein. If the amount budgeted for this Agreement is reduced in any SacRT fiscal year beginning after the Effective Date, SacRT has the option to terminate this Agreement as provided above or to offer an amendment to City to reflect any changed terms and conditions.

6. METHOD OF PAYMENT.

- A. For the first quarter of the Contract term, SacRT will pay City \$26,543 within 45 calendar days of execution of this Agreement to cover the services provided during the first quarter commencing July 1, 2024, and ending September 30, 2024. Thereafter, each quarterly payment will be due on the first day of the first month of the applicable quarter and will be in the amount of \$26,543 per quarter for City's cleaning and maintenance services, subject to the maximum consideration set out in Article 5. City must submit a quarterly invoice, on or before the 10th of the first month of the quarter, for review and approval by SacRT's Facilities Superintendent, setting forth the work to be performed, including dates and locations, in compliance with this Agreement. City must also provide SacRT's Facilities Superintendent with monthly reports on or before the 10th of each month confirming the dates of location of services performed in the previous month. City must reference No. 4500069576 on its invoices. SacRT will pay each approved invoice within 30 days of receipt thereof, subject to the provisions set out in Paragraph B. Upon early cancellation or termination of this Agreement, City must submit a report to SacRT's Facilities Superintendent describing work completed for the quarter up to the date of cancellation or termination and must return to SacRT the advanced payment for the remainder of the quarter on a pro rata basis within 30 days.
- B. SacRT may withhold payment of all or part of the amount invoiced by City if SacRT determines that one or more of the following exist:
 1. The Services do not conform to the requirements set out in this Agreement;
 2. City has damaged RT's property or a third party's person or property;
 3. City failed to maintain required insurance coverage; or
 4. City persistently fails to carry out the work in accordance with this Agreement.

If SacRT disputes payment of any item on the invoice for one or more of the reasons set out above, the amounts and reasons for withholding or deducting payment will be documented to City within 30 days after receipt of invoice by SacRT. SacRT will assign a sequential reference number to each deduction. SacRT will not delay payment for the undisputed portions of the invoice. All invoices will be due no later than 30 days after completion and acceptance of the work under this Agreement.
- C. Unless otherwise agreed, payment against invoice will be delivered by first class mail through the facilities of the US Post Office, postage prepaid, addressed to the applicable party in the manner set forth in Article 37 (Notices). Payment against invoice will be deemed to be made in Sacramento, California, whether or not payment is addressed to a different location or delivered in another manner.

7. CANCELLATION FOR BREACH. If either party to this Agreement fails to substantially perform its obligations in accordance with this Agreement, the other party may send the breaching party a written notice specifying the basis of the breach and an opportunity to cure within a reasonable time period of at least 30 days. If the breaching party fails to cure within the period specified, the other party may cancel the Agreement by written notice for breach as of the date specified in that notice.

If it is subsequently determined that the breaching party did substantially perform its obligations in accordance with this Agreement, then the party that cancelled the Agreement for breach will be deemed to have terminated this Agreement for its convenience in whole.

8. OPPORTUNITY TO CURE. Either party may terminate this Agreement immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that: (a) the defaulting party has received a written notice containing a reasonably complete description of the default; and (b) the defaulting party has failed to cure the default within 30 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 30-day period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party.

9. TERMINATION FOR CONVENIENCE. Either party to this Agreement may terminate this Agreement for its convenience in whole or in part at any time upon 30 days' advanced written notice to the other party specifying the effective date of termination.

10. INDEMNIFICATION. To the extent permitted by law, City, as Indemnitor, does hereby assume responsibility and liability for, and agrees to defend, indemnify, protect, save and keep harmless SacRT, as Indemnitee, including any and all of its directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements including reasonable attorneys' fees and expenses (including allocated costs of SacRT staff attorneys), whether direct or indirect, caused by the negligent or wrongful act or omission of Indemnitor, including, without limitation, Indemnitor's officers, agents, employees, volunteers or contractors, arising out of or resulting from Indemnitor's performance of its obligations under this Agreement, but not to the extent of SacRT's sole negligence or willful misconduct.

Indemnitor must, upon Indemnitee's request, defend at its sole cost any suit asserting a claim covered by this indemnity provision. The parties must cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity.

The foregoing right to indemnify will be in addition to, and not exclusive of, any other legal, equitable or statutory right(s) of indemnification to which a party may be entitled, and will not be invalidated due to the expiration, termination, or cancellation of this Agreement.

11. INSURANCE. City and its contractors, at its sole cost and expense and for the full term of this Agreement or any renewal thereof, must obtain and maintain at least all of the following minimum insurance and endorsement requirements prior to commencing any work and or receiving payments under this Agreement. The insurance requirements set out below may be satisfied in whole or in part by City through an affidavit of self-insurance up to the required limit of \$2,000,000. Within 30 days of the date of execution, City must provide a written statement specifying the coverage and limits of its self-insurance and, for any insurance requirements not satisfied through self-insurance, the proof of insurance set forth above:

- A. **COMMERCIAL GENERAL LIABILITY:** A policy on an occurrence form in an ISO form CG-00-01 or equivalent policy including on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.
- B. **COMMERCIAL BUSINESS AUTO:** A policy on an occurrence form in an ISO form CA-00-01 with a minimum limit of not less than \$1,000,000 combined single limit for bodily injury and property damage, providing that coverages must be applicable to any and all leased, owned, hired (Code 8), or non-owned vehicles (Code 9) used in pursuit of any of the activities associated with this Agreement.
- C. **A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY** policy written in accordance with the laws of the State of California and providing coverage for any and all of City's employees:
 - 1. This policy must provide statutory coverage for Workers' Compensation (Coverage A).
 - 2. This policy must also provide coverage for \$1,000,000 Employers' Liability for each employee, accident, and policy aggregate (Coverage B).
- D. **ENDORSEMENTS:** The following endorsements are required to be added to the specified policies:
 - 1. SacRT, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of City, including materials, parts, or equipment furnished in connection with such work or operations. Commercial General Liability coverage can be provided in the form of an endorsement to City's insurance (at least as broad as ISO Form CG 20 10 11 85 or, if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

If there is a self-insured retention (SIR) or liability deductible, the language of the endorsement must stipulate anyone can satisfy the SIR or liability deductible. Any SIR or liability deductible over the amount of \$250,000 must be pre-approved by SacRT. A copy of the actual endorsement must be included with the insurance certificate.

2. For any claims related to this Agreement, City's insurance coverage must be primary coverage at least as broad as ISO CG 20 01 04 13 as respects SacRT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by SacRT, its officers, officials, employees, or volunteers will be excess of the City's insurance and not contribute with it.
3. City hereby grants to SacRT a waiver of any right to subrogation which any insurer of City may acquire against SacRT by virtue of the payment of any loss under such insurance. City must obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not SacRT has received a waiver of subrogation endorsement from the insurer. City's insurer must agree to waive the right of subrogation against SacRT for the following policies:
 - a) Worker's Compensation policy
 - b) General liability
 - c) Auto liability
4. Each of the required insurance policies must act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

E. SPECIAL PROVISIONS:

1. Insurance must be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to SacRT.
2. Self-insured retentions must be declared to and approved by SacRT. SacRT may require the City to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language must provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SacRT. City is solely responsible for payment of all deductibles and self-insured retentions.
3. The limits specified above are minimum limits that must be maintained by City. If City maintains higher limits, SacRT requires and is entitled to the higher limits maintained by City. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to SacRT.
4. If any of the required policies provide coverage on a claims-made basis:
 - a) The retroactive date must be shown and must be before the Contract date or the beginning of Contract work.
 - b) Insurance must be maintained, and evidence of insurance must be provided **for at least one (1) year after completion of work under the Agreement.**
 - c) If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, City must purchase "extended reporting" coverage for a minimum of **one (1) year** after completion of work.

5. The foregoing requirements as to the types and limits of insurance coverage to be maintained by City, and any approval of the insurance by the Board, SacRT, or their insurance consultant(s) are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by City pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
 6. SacRT reserves the right to withhold payment to City in the event of material non-compliance with the Insurance Requirements outlined above.
- F. VERIFICATION OF COVERAGE: City must furnish SacRT with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SacRT before work begins. Failure to obtain the required documents prior to the work beginning does not waive City's obligation to provide them. SacRT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these requirements, at any time.
- G. PROOF OF COVERAGE: All required ENDORSEMENTS must be attached to the CERTIFICATE OF INSURANCE, which must be provided by City's insurance company and or broker as evidence of the stipulated coverages, including any renewals during the term of the Agreement, then mailed and or emailed to:

Sacramento Regional Transit District

Attn: mseo@sacrt.com

Thirty days' prior written notice of cancellation must be given to SacRT in the event of a change in policy or cancellation of policy. All such notices must be sent to the address above.

12. FEDERAL GRANT CONDITIONS. This Agreement is subject to a financial assistance Contract between SacRT and the United States of America (hereinafter "Federal Government"), acting through the Department of Transportation (hereinafter "U.S. DOT"), and Federal Transit Administration (hereinafter "FTA"). City must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SacRT and FTA, as it may be amended or promulgated from time to time during the term of this Agreement. City's failure to so comply constitutes a material breach of this Agreement. If such changes cause an increase or decrease in the work to be performed by City or the time for such performance, then the compensation to be paid to City and time of performance will be equitably adjusted.

13. NON-LIABILITY OF FEDERAL GOVERNMENT.

- A. City acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and will not be subject to any obligations or liabilities to City, or any other party, (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. City must include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

14. FALSE STATEMENTS.

- A. City acknowledges that the provisions of the Program Fraud Civil Act of 1986, as amended, 31 U.S.C. section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, City certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement. In addition to other penalties that may be applicable, CITY further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on City to the extent the Federal Government deems appropriate.

- B. City also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under this Agreement that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307(n)(1) on City, to the extent the Federal Government deems appropriate.
- C. City must include the above clauses in each subcontract under this Agreement. It is further agreed that the clause will not be modified, except to identify the subcontractor who will be subject to its provisions.

15. ALLOWABLE COSTS. With respect to noncompetitively bid Agreements and Change Order(s) to all Agreements, costs incurred by City will be allowable to the extent that they meet all of the requirements set forth below. They must:

- A. Be made in conformance with the Scope of Work and all other provisions of the Agreement;
- B. Be necessary in order to accomplish the Agreement;
- C. Be reasonable in an amount for the goods or services purchased;
- D. Be actual net cost to City (i.e., the price paid minus any refunds, rebates, or other items of value received by City that have the effect of reducing the cost actually incurred);
- E. Be incurred (and be for work performed) after the effective date of the Agreement or Change Order unless specific authorization from the SacRT to the contrary is received;
- F. Unless permitted otherwise by Federal statute or regulation, conform with FTA guidelines and regulations (2 C.F.R. Part 1201), Federal cost principles (48 C.F.R. Part 31), and the Office of Management Super Circular (2 C.F.R. Part 200), as applicable;
- G. Be satisfactorily documented;
- H. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by SacRT; and
- I. Be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

City must include these clauses in each subcontract under this Agreement.

16. AUDIT AND INSPECTION.

- A. City must provide SacRT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of City that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. City also agrees, pursuant to 49 C.F.R. section 633.17, to provide the FTA Administrator or their authorized representatives, including any PMO City access to City's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), that is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309 or 5311.
- B. City must permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. City must maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case City must maintain same until SacRT, the FTA Administrator, the Comptroller General, or any of their duly authorized representative, have disposed of all such litigation, appeals, claims, or exceptions related thereto (49 C.F.R. section 18.39(i)(11)).

City must include the above clauses in each subcontract under this Agreement.

17. SMALL, MINORITY, WOMEN, AND DISADVANTAGED BUSINESS ENTERPRISE. Neither City nor its subcontractors(s) may discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. City must include applicable requirements of 49 C.F.R. Part 26 in the award, administration and performance of this Agreement and any subcontracts. City must take steps to assure that qualified small, minority, women and disadvantaged business enterprises are used when possible and to the fullest extent practicable. City must make information available to potentially qualified firms about procurement opportunities. City must divide total requirements, when economically feasible, into smaller tasks or quantities and establish delivery schedules to encourage the participation of small, minority, women

and disadvantaged business enterprises. City must seek the assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency to facilitate the participation of small, minority, women and disadvantaged business enterprises. Failure by City to carry out these requirements is a material breach of this Agreement, which may result in the termination of the Agreement or such other remedy as SacRT deems appropriate.

18. NONDISCRIMINATION. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. section 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. section 12132, and Federal transit law at 49 U.S.C. section 5332, City may not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, City must comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

19. EMPLOYMENT OF LABORERS AND MECHANICS (CONTRACTS OVER \$100K). The wages of any laborer or mechanic employed in the performance of this Agreement must be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. This clause implements section 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 3702 and the Department of Labor Regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Constructs Subject to the Contract Work Hours and Safety Standards Act," 29 C.F.R. Part 5.

20. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, City must:

- A. In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. section 2000e, Federal transit laws at 49 U.S.C. section 5332, comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.* (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. section 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Agreement.
- B. Take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, age or disability. Such action may include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. In addition, comply with any implementing requirements FTA may issue.
- C. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. section 623 and Federal transit laws at 49 U.S.C. section 5332, refrain from discrimination against present and prospective employees for reason of age. In addition, comply with any implementing requirements FTA may issue.
- D. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. section 12112, comply with the requirements of U.S. Equal Employment Opportunity Commission "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, City must comply with any implementing requirements FTA may issue.

City must include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

21. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES. City must comply with the requirements that are applicable to this Agreement:

- A. Title I of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. section 12101 *et seq.*;
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794;
- C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. section 5301 (d);

- D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37, and 38 and 36 C.F.R. Part 1192;
- E. U.S. Architectural and Transportation Barriers Compliance Board, "ADA Accessibility Guidelines for Buildings and Facilities," (ADAAG);
- F. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- G. U.S. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- I. U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.
- J. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

22. DISCRIMINATORY SPECIFICATIONS. City must comply with the provisions of 49 U.S.C. section 5323(h)(2) by refraining from including any exclusionary or discriminatory specifications in any solicitation or subcontract issued or executed by City for work to be performed under this Agreement.

23. SEISMIC SAFETY - BUILDING DESIGN AND CONSTRUCTION. In accordance with 42 U.S.C. section 7701 *et seq.*, any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 sections 41.117 and 41.120 and will certify to compliance to the extent required by the regulation. City also will ensure that all work performed under this Agreement, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

24. ENERGY CONSERVATION. City must comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. section 6321 *et seq.* and 49 C.F.R. Part 18.

25. MOTOR VEHICLE AND MOTOR VEHICLE ENGINE POLLUTION. City agrees that any vehicles acquired as a part of this Agreement must be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines; Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

26. RECYCLED PRODUCTS. City must provide products and services that conserve natural resources, protect the environment, and are energy efficient in accordance with the Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. section 6962), and the EPA guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247 through Part 253, In all subcontracts of \$10,000 or more, City must give competitive preference to products and services that meet these criteria and contain recycled materials identified in the EPA guidelines.

27. LOBBYING RESTRICTIONS. City may not use any funds under this Agreement to support activities designed to influence Congress or any State Legislature on legislation or appropriation as prohibited by U.S. DOT regulations "New Restrictions on Lobbying" at 49 C.F.R. Part 20.100, as modified by 31 U.S.C. section 1352. City must ensure that each subcontractor performing work pursuant to the terms of this Agreement complies with the lobbying restrictions contained in 49 C.F.R. Part 20.100. Nothing in this Article will be construed to prohibit City or subcontractor from lobbying Congress or any State legislature using City's own funds rather than the revenues received under this Agreement.

28. PROTECTION OF SENSITIVE SECURITY INFORMATION. If City is provided with access to SacRT sensitive security information, City and all subcontractors at each tier must protect the Sensitive Security Information in accordance with 49 U.S.C. section 40119(b) and implementing DOT regulations "Protection

of Sensitive Security Information,” 49 C.F.R. Part 15, and with 49 U.S.C. section 114(s) implementing Department of Homeland Security regulations “Protection of Sensitive Security Information,” 49 C.F.R. Part 1520 and any implementing regulations, requirements or guidelines that the Federal Government may issue.

29. SEAT BELTS. Pursuant to Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” 23 U.S.C. section 402 note, City is encouraged to adopt on-the-job seat belt use policies and programs for its employees that operate company-owned, rented, or personally operated vehicles.

30. METRIC MEASUREMENTS. Where feasible, and to the extent practicable, SacRT will accept property and services with dimensions expressed in metric measures in compliance with the Metric Conversion act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. sections 205a et seq.; Executive Order No. 12770, “Metric Usage in Federal Government Programs,” 07-25-1991, 15 U.S.C. section 205a note; and DOT or FTA regulations and directives. If, for any given product or service provided under the Agreement, no measurement system is specified and City desires to provide the product or service with metric measures, City must confer with SacRT to determine whether it is feasible and practicable to do so.

31. LICENSES, PERMITS, TAXES, ETC. City represents and warrants to SacRT that City and its contractors have all licenses, permits, City/County Business Operations Tax Certificate(s), qualifications and approvals legally required to perform the work under this Agreement. City represents and warrants to SacRT that City and its contractors will, at their sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to the perform the work under this Agreement.

32. NONDISCRIMINATION.

- A. During the performance of this Agreement, City and its contractors may not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender, gender identity, gender expression, genetic information, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age, military or veteran status, marital status, family care, or pregnancy disability care leave. City and its contractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. City and its contractors must comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code sections 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. City and its contractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. City must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

33. MODIFICATION. No waiver, alteration, modification, or termination of this Agreement will be valid unless made in writing and signed by the authorized parties thereof.

34. THIRD PARTIES. Each party will be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement and for those third-party contracts must (i) pay directly to the third party for all amounts owed, and (ii) indemnify and hold harmless the other party from any amounts owed to that third party. Nothing set forth in this Agreement will establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

35. WORKERS COMPENSATION. Neither party to this Agreement is responsible for providing payments or benefits to the other parties’ employees or contractors, including without limitation, workers compensation insurance or any other protective insurance coverage that is based upon the relationship of employer and employee.

36. RELATIONSHIP BETWEEN THE PARTIES. Nothing in this Agreement is intended to or will be construed to create any contractual or other relationship, whether expressed or implied, of joint power, joint venture, partnership, principal-agent, or master-servant. No City employees or City contractors performing work under this Agreement will be considered an employee of SacRT. SacRT will have no obligation to pay wage claims made against the City or SacRT by City employees or contractors performing work under this Agreement. This Agreement does not grant either party the power or authority to bind the other party in any respect.

37. NOTICES. All notices and other communications under this Agreement must be in writing and will be deemed to have been given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by facsimile or email directed to the party to whom notice is to be given at the telecopy number or e-mail address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications will be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its facsimile number, email address or its mailing address from time to time by giving notice to the other parties in accordance with the procedures set forth in this Article.

City: City of Rancho Cordova
Attn: Public Works Division Manager
3303 Luyung Drive
Rancho Cordova, CA 95742
Telephone: (916) 851-8710
Email: mlopez@cityofranhocordova.org

SacRT: Sacramento Regional Transit District
Attn: Facilities Superintendent
P.O. Box 2110
Sacramento, CA 95812-2110
Tel. (916) 203-4833
Email: bthomas@sacrt.com

38. GOVERNING LAW. The laws of the State of California, the state in which this Agreement is signed will govern the interpretation and enforcement of this Agreement. The parties will submit any disputes arising under this Agreement to a court of competent jurisdiction located in Sacramento, California.

39. SEVERABILITY. In any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid; the remainder of the Agreement will remain in effect.

40. AMBIGUITIES. The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity will be presumed to be construed against either party.

41. SURVIVAL. The parties agree that their respective rights, duties, and obligations under any provision of this Agreement which by its terms imposes an obligation on SacRT and City that is continuing in nature will survive the expiration, cancellation or termination of this Agreement to the extent that such obligation remains unperformed as of the expiration or termination of this Agreement.

42. INTEGRATION. This Agreement along with all attachments and exhibits attached hereto embodies the entire agreement between the parties with respect to the subject matter hereunder and no other understanding, whether verbal, written or otherwise, exists between the parties.

43. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which are deemed to be an original, but all of which together constitute but one and the same instrument.

44. AUTHORITY TO BIND. Each of the signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of such party and that all approvals, resolutions and consents that must

be obtained to bind such party have been obtained and that no further approvals, acts or consents are required to bind such party to this Agreement.

45. 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.

IN WITNESS WHEREOF, the parties entered into this Agreement on the day and year first hereinabove appearing.

CITY OF RANCHO CORDOVA**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: _____
Micah Runner
City Manager

By: _____
Henry Li
General Manager/CEO

Approved as to Legal Form:

By: _____
Adam Lindgren
City Attorney

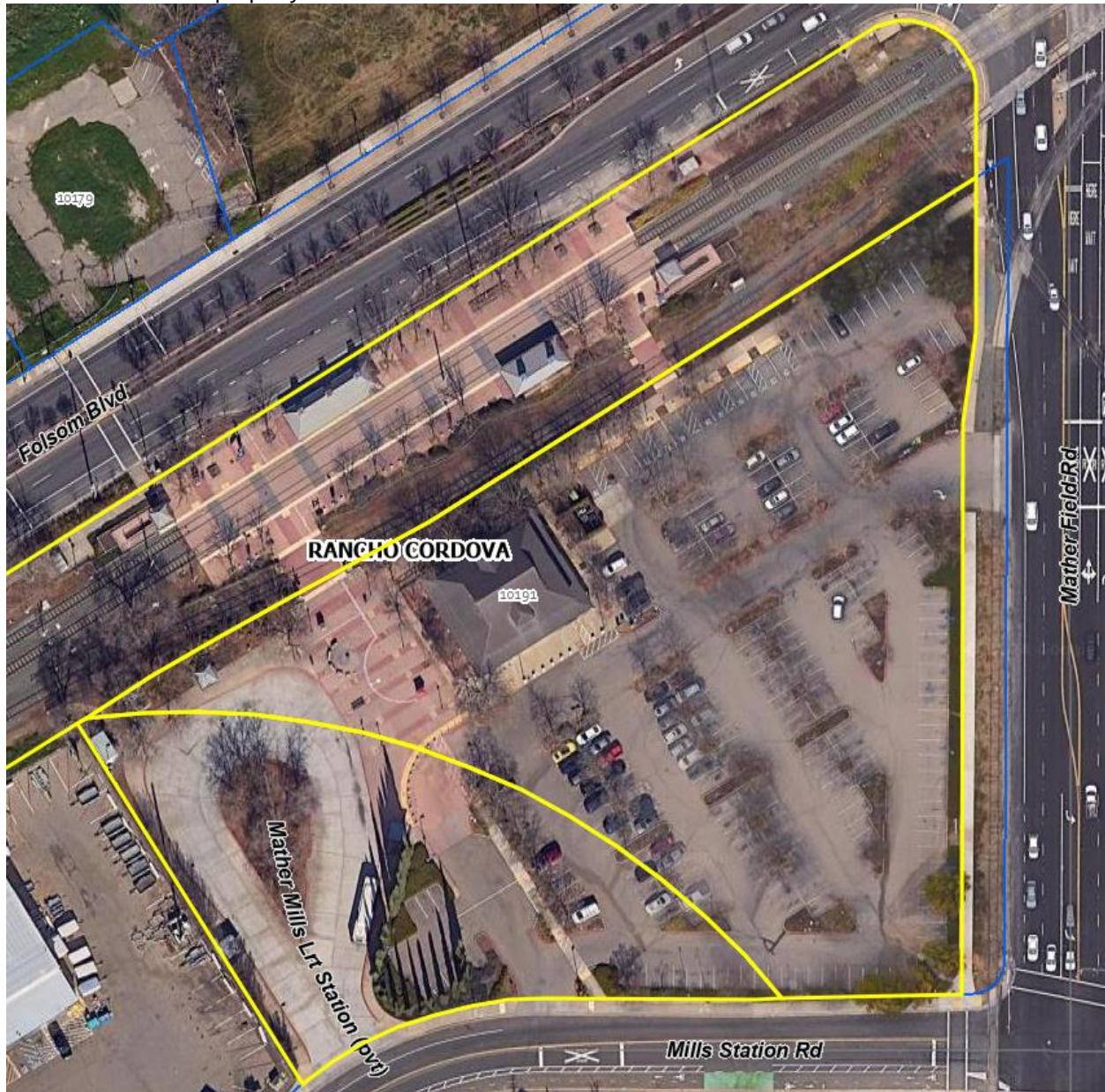
By: _____
OLGA SANCHEZ-OCHOA
General Counsel

ITEM 15.8.

ATTACHMENT 2

EXHIBITS A1 – A4

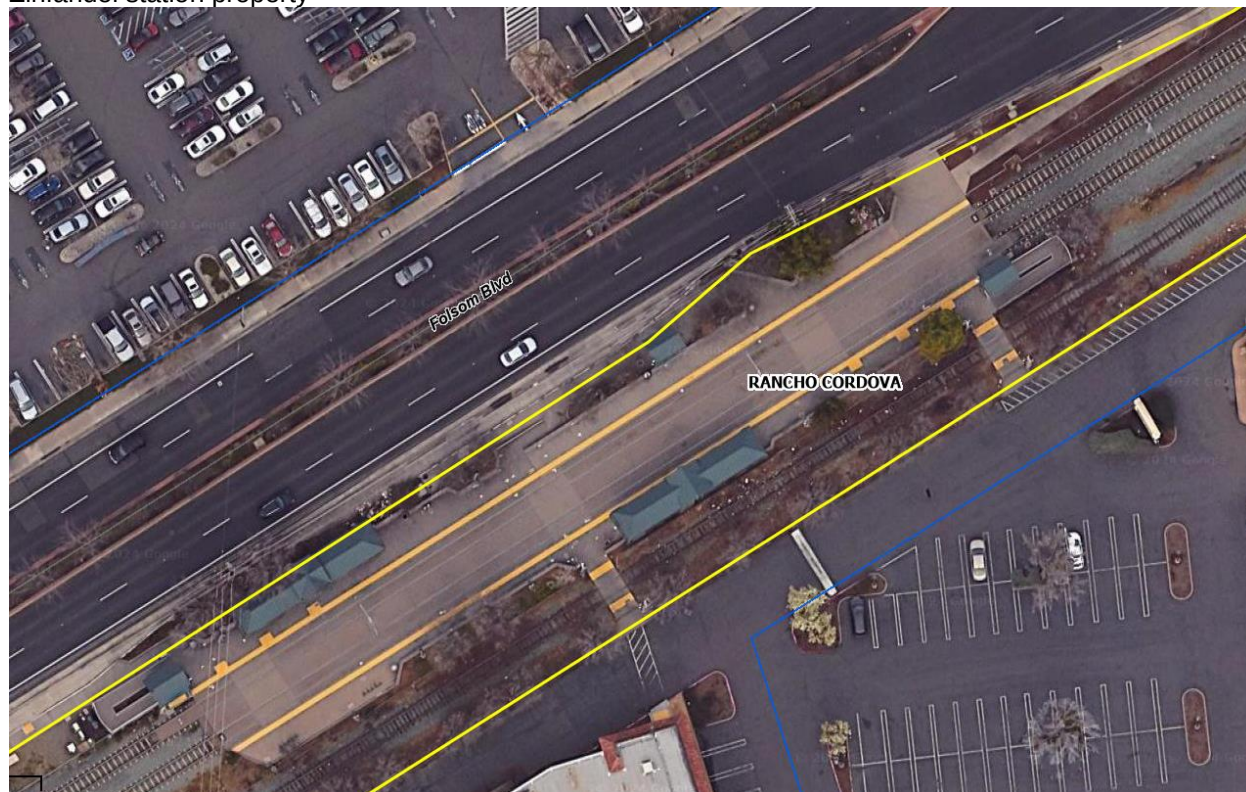
Mather/Mills station property



ITEM 15.8.

ATTACHMENT 2

Zinfandel station property



ITEM 15.8.

ATTACHMENT 2

Cordova Town station property



ATTACHMENT 2

Sunrise station property



MEMORANDUM



ITEM 15.9.

DATE: October 7, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY COUNCIL TO APPROVE
THE THIRD AMENDMENT TO THE SACRAMENTO CENTRAL
GROUNDWATER AUTHORITY JOINT POWERS AGREEMENT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the third amendment to the Sacramento Central Groundwater Authority (SCGA) Joint Powers Agreement (JPA).

BACKGROUND

The Sacramento Central Groundwater Authority (SCGA) is a joint powers agency formed in 2006 to manage groundwater in a portion of Sacramento County between the American and Cosumnes Rivers. The County of Sacramento and the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento are signatories to the Joint Powers Agreement (JPA) and appoint representatives to the 14-member board of directors. On August 7, 2006, Rancho Cordova City Council authorized the creation of SCGA. The purpose of the SCGA is to ensure implementation of the Central Basin Management Objectives prescribed in the Groundwater Management Plan.

The JPA was first amended in 2017 to allow the Florin Resources Conservation District/Elk Grove Water Service, the Omochumne-Hartnell Water District, and the Rancho Murieta Community Services District to appoint a designated employee to the SCGA Governing Board. The JPA was amended a second time to incorporate adjustment of SCGA's boundaries and change in governing board membership based on the boundary adjustments, modify its governing board membership eligibility criteria, and update technical definitions.

The SCGA Board, at its August 14, 2024, meeting, voted unanimously to recommend changes to the Agreement ([Attachment 3](#)). These modifications are prompted by the desire of Sacramento County to discontinue services as treasurer and controller for SCGA. Sacramento County is specifically identified as the SCGA Treasurer in the Agreement (Section 13), so the Agreement must be amended to effect this change. The SCGA Board will contract with a consultant for accounting services, as well as appoint a treasurer that will replace the County's

role. Any amendments to the Agreement must be approved by each of the five signatory agencies.

A draft of proposed amendments is provided (Attachment 2). In addition to making the change to the treasurer role, other amendments include:

- Additional references to the Sustainable Groundwater Management Act (SGMA) as a defining purpose of SCGA
- Reflecting the revised name of Sacramento Area Sewer District
- Reflecting the correct name of the Elk Grove Water District
- Clarity where the term “Board” refers to the Sacramento County Board of Supervisors
- Removal of the requirement that the Sacramento County Water Agency concur with the Board’s choice of an executive director (Section 14)
- Removal of language referring to the 2006 Groundwater Management Plan (Section 19)
- Removal of language referring to the Well Protection Program (Section 20)

FISCAL IMPACT AND FUNDING SOURCE

This JPA amendment will have no fiscal impacts on the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - SCGA JPA 3rd Amendment
3. SCGA Board of Director's JPA 3rd Amendment Approval

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF ELK GROVE, THE CITY OF FOLSOM, THE CITY OF RANCHO CORDOVA, THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, CREATING THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

WHEREAS, the Sacramento Central Groundwater Authority (“SCGA”) was established on August 29, 2006 pursuant to the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code) by agreement of the County of Sacramento and the cities of Elk Grove, Folsom, Rancho Cordova, and Sacramento (“Parties”) to regulate groundwater by a collaborative process composed of stakeholders in the Central Sacramento County Groundwater Basin (“Central Basin”) and to develop and implement a groundwater management plan (“GMP”) to promote the use of groundwater resources within the Central Basin for agricultural and municipal and industrial uses in the public interest and for the common benefit of all water users within the County of Sacramento (“Agreement”); and

WHEREAS, the Agreement identifies SCGA’s governing body representing various public agencies and interests, sets the boundaries managed by SCGA, and sets membership criteria; and

WHEREAS, SCGA desires to amend the Agreement for the third time to discontinue Sacramento County’s services as treasurer and controller for SCGA, in addition to other revisions contained in the Third Amendment to the Agreement (Exhibit A). Sacramento County is specifically identified as the SCGA Treasurer in the Agreement (Section 13), so the Agreement must be amended to effect this change; and

WHEREAS, SCGA’s Board took formal action on August 14, 2024, recommending approval of the Third Amendment to the Agreement; and

WHEREAS, any amendment of the Agreement requires the affirmative vote of all governing bodies of the Parties.

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

1. Hereby approves the Third Amendment to the Joint Powers Agreement Between the City of Elk Grove, the City of Folsom, the City of Rancho Cordova, the City of Sacramento, and the County of Sacramento Creating the Sacramento Central Groundwater Authority (“Third Amendment”), in the form attached hereto as Exhibit A; and
2. Delegates authority to the Mayor to execute the Third Amendment to the Agreement.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 2024 by the following vote:

ITEM 15.9.

ATTACHMENT 1

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

ITEM 15.9.

Exhibit A to the Resolution

DRAFT FOR CONSIDERATION BY THE BOARD OF DIRECTORS

**~~SECOND-THIRD~~ AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN
THE CITY OF ELK GROVE, THE CITY OF FOLSOM, THE CITY OF RANCHO
CORDOVA, THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO
CREATING THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY**

This ~~Second~~ **THIRD** Amendment to the Joint Powers Agreement (“~~Second~~ Amendment”) is made and entered into this _____ day of _____, 2024, by and between the City of Elk Grove, a municipal corporation, the City of Folsom, a municipal corporation, the City of Rancho Cordova, a municipal corporation, the City of Sacramento, a municipal corporation, and the County of Sacramento, a political subdivision of the State of California.

RECITALS

WHEREAS, each of the parties to this Agreement is a local government entity functioning within the County of Sacramento; and

WHEREAS, pursuant to the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code), two or more public agencies may by agreement jointly exercise any power held in common by the agencies entering into such an agreement; and

WHEREAS, the Parties approved and fully executed the First Amendment to this Joint Powers Agreement on April 21, 2017 allowing non-elected staff of three Authority member entities to be nominated and appointed as Authority Board members; and

WHEREAS, the Parties approved and fully executed the Second Amendment to this Joint Powers Agreement on July 25, 2022 adjusting the boundaries and removing two of the board seats; and

WHEREAS, the Parties desire to further amend the Joint Powers Agreement to ~~incorporate adjustment of the Authority’s boundaries, change in governing board membership based on the boundary adjustments, modification to governing board membership eligibility criteria, and updated technical definitions~~ rescind the requirement that the County of Sacramento serve as Treasurer and Controller; remove references to the Central County Groundwater Management Plan and Well Protection Program; and remove the concurrence authority of the Sacramento County Water Agency in appointing the executive director.

WHEREAS, each of the parties hereto has under its police power the authority to regulate groundwater; and

WHEREAS, the parties are cognizant of the process commonly referred to as the Sacramento Area Water Forum (Water Forum) and of the Water Forum Agreement (WFA); and

WHEREAS, the WFA provided for the creation of a collaborative process composed of stakeholders in the Central Sacramento County Groundwater Basin, then known as the South Basin, but now identified as the Sacramento Valley - South American Subbasin (State

Department of Water Resources Groundwater Basin ID 5-021.65), also abbreviated herein as SASb, to develop a groundwater management plan (GMP) for the basin and make recommendations on how and by whom the basin should be managed and the GMP implemented; and

WHEREAS, in accordance with the provisions of the WFA, the Sacramento Area Water Forum Successor Effort convened such a collaborative process, known as the Central Sacramento County Groundwater Forum (CSCGF); and

WHEREAS, the CSCGF has completed its work on the GMP and recommended the establishment of a joint powers authority to manage the basin and implement the plan; and

WHEREAS, the parties hereto find that it is to their mutual advantage and benefit, and in the public interest, to establish such an authority pursuant to this Agreement in order to implement the GMP developed by the CSCGF; and

WHEREAS, the parties hereto find and declare that the conservation of groundwater resources within the SASb for agricultural and municipal and industrial uses is in the public interest and for the common benefit of all water users within the County of Sacramento; and

WHEREAS, one of the primary purposes of the joint powers authority established pursuant to this Agreement is to maintain the sustainable yield of the SASb as set forth in the GMP; and

WHEREAS, it is the desire of the parties hereto to use the groundwater management powers which they have in common that are necessary and appropriate to further the purposes for which the joint powers authority is being established; and

WHEREAS, to accomplish the above stated goals and purposes, the Sacramento Central Groundwater Authority (SCGA) elected, by Resolution 2016-06, to become the Groundwater Sustainability Agency (GSA) pursuant to the Sustainable Groundwater Management Act (SGMA) for a portion of the groundwater subbasin overlying the County of Sacramento within the SASb and further identified as SCGA GSA, graphically depicted in Exhibit A and incorporated herein to this Agreement; ~~and~~;

WHEREAS, the Sacramento Central Groundwater Authority, in partnership with five other GSAs, prepared, adopted and submitted a Groundwater Sustainability Plan (GSP) to the California Department of Water Resources in compliance with SGMA and the GSP was subsequently approved; and

WHEREAS, the parties hereto may amend this Agreement in the future to incorporate changes that may be the result of discussions with other public agencies both inside and outside the County of Sacramento which have a specific and relevant interest in the SASb.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the City of Elk Grove, the City of Folsom, the City of Rancho Cordova, and the City of Sacramento and the County of Sacramento hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Definitions.** As used in this Agreement, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

- (a) “Authority” shall mean the Sacramento Central Groundwater Authority that is established pursuant to the Joint Powers Act and this Agreement.
- (b) “Conjunctive use” shall mean the planned management and use of both groundwater and surface water in order to maintain the sustainable yield of the SASb.
- (c) “SASb” shall mean Sacramento Valley - South American Subbasin (State Department of Water Resources Groundwater Basin ID 5-021.65).

(d) “Sustainable yield” shall mean the amount of groundwater which can be safely extracted from the SASb on an estimated average annual basis while maintaining groundwater elevations and groundwater quality at acceptable levels as set forth in the Groundwater Management Plan. Sustainable yield requires a balance between extraction and basin recharge and is expressed as the number of acre feet of groundwater per year which can be extracted from the SASb on an average annual basis as set forth in the GMP.

(e) “Conservation land owner” shall mean a non-profit land trust holding a fee or easement interest in one thousand five hundred (1500) acres or more of land located within the boundaries of the Authority, as defined in Section 4 below.

(f) “Annual pumping” for purposes of determining assessments, fees or charges for management and operations of the Authority shall mean the total amount of groundwater produced within the boundaries of the Authority by each retail provider, by agricultural interests, by agricultural-residential groundwater users, by commercial/industrial self supplied groundwater users and by public agency self-supplied groundwater users, for use within the boundaries of the Authority and other areas approved by the Authority’s Board of Directors excluding the first five thousand (5000) acre-feet of groundwater pumping by each such user.

(g) “GMP” means the Central Sacramento Groundwater Management Plan produced by the Central Sacramento County Groundwater Forum and dated February 2006.

3. Purpose. This Agreement is being entered into in order to establish a joint powers authority for the following purposes:

- (a) to maintain the long-term sustainable yield of the SASb;
- (b) to ensure implementation of the Basin Management Objectives that are prescribed by the GMP;
- (c) to oversee the operation of any Well Protection Program that may be prescribed by the GMP;
- (d) to manage the use of groundwater within the boundaries of the Authority and facilitate implementation of an appropriate conjunctive use program by water

purveyors; (e) to coordinate efforts among those entities represented on the governing body of the joint powers authority to devise and implement strategies to safeguard groundwater quality; and

(f) to work collaboratively with other entities, including the Sacramento Groundwater Authority, the Southeast Sacramento County Agriculture Water Authority and other groundwater management authorities that may be formed in the County of Sacramento and adjacent political jurisdictions, in order to promote coordination of policies and activities throughout the region.

4. Establishment Of The Authority. There is hereby established pursuant to the Joint Exercise of Powers Act a joint powers authority which shall be a public entity separate from the parties to this Agreement. The name of such entity shall be the Sacramento Central Groundwater Authority. The boundaries of the Authority shall be as follows: That portion of the Sacramento Valley South American Subbasin (Basin 5-21.65) bounded on the north by the American River; bounded on the south by the Cosumnes River to the intersection with State Highway 99, Grant Line Road to the intersection with Jackson Highway, and the southern boundary of Kiefer Landfill; on the west by the Sacramento River and Interstate 5, and on the east by the Sacramento County Urban Services Boundary, as further and more precisely depicted in the boundary map, attached hereto and incorporated herein as Exhibit A.

5. Membership Of The Governing Board. The governing body of the Authority shall be a Board of Directors of fourteen (14) members consisting of the following representatives who shall be appointed in the manner set forth in Section 7 of this Agreement:

(a) An elected member of the governing board or designated employee of each of the following public agencies: the City of Elk Grove, the City of Folsom, the City of Rancho

Cordova, the City of Sacramento, the County of Sacramento and the Sacramento

~~Regional County Sanitation~~Area Sewer District.

(b) An elected member of the governing board or designated employee of the Florin Resource Conservation District/Elk Grove Water District.

- (c) A member of the board of directors, or designee thereof, of each of the following private water purveyors or investor owned utilities the California-American Water Company, and the Golden State Water Company.
- (d) One representative of agricultural interests within the boundaries of the Authority.
- (e) One representative of agriculture-residential groundwater users within the boundaries of the Authority.
- (f) One representative of commercial/industrial self-supplied groundwater users within the boundaries of the Authority.
- (g) One representative of conservation landowners within the boundaries of the Authority.
- (h) One representative of public agencies that are self-supplied groundwater users within the boundaries of the Authority.

6. Adjustment To Composition Of Governing Board. Should circumstances change in the future, any person or entity may petition the parties hereto to amend this Agreement so as to add or delete representatives to the governing board to accurately reflect groundwater production within the boundaries of the Authority.

7. Appointment Of Members Of Governing Board.

- (a) The members of the governing board of the Authority shall be appointed as follows:
 - (i) The City of Elk Grove representative shall be appointed by the Elk Grove City Council.
 - (ii) The City of Folsom representative shall be appointed by the Folsom City Council.
 - (iii) The City of Rancho Cordova representative shall be appointed by the Rancho Cordova City Council.
 - (iv) The City of Sacramento representative shall be appointed by the Sacramento City Council.

- (v) The County of Sacramento representative shall be appointed by the Sacramento County Board of Supervisors (“Board”).
- (vi) The Florin Resource Conservation District/Elk Grove Water [Service District](#) representative shall be appointed by the Elk Grove City Council.
- (vii) The Golden State Water Company representative shall be appointed by the Rancho Cordova City Council.
- (viii) The California-American Water Company representative shall be appointed by the Sacramento County Board of Supervisors.
- (ix) In addition to the representative of the County of Sacramento provided for in Section 7 (a)(v), the following representatives shall be appointed by the [Sacramento County Board of Supervisors](#):
 - 1. Agricultural interests. After considering the nomination by the Sacramento County Farm Bureau, as required by sub-section (b) of this Section, the [Sacramento County Board of Supervisors](#) shall appoint the representative of agricultural interests.
 - 2. Agriculture-residential groundwater users. After considering the nomination by the Vineyard Community Advisory Council in consultation with adjacent Councils within the SASb, as required by sub-section (b) of this Section, the [Sacramento County Board of Supervisors](#) shall appoint the representative of agricultural/residential groundwater users.
 - 3. Commercial/industrial self-supplied groundwater users. After considering the joint nomination by the Sacramento Metropolitan Chamber of Commerce and the Building Industry Association in consultation with commercial/industrial self-supplied groundwater users and business organizations that are signatories to the Water Forum Agreement, as required by sub-section (b) of this Section, the [Sacramento County Board of Supervisors](#) shall appoint the

representative of commercial/industrial self-supplied groundwater users.

4. Conservation landowners. After considering the nomination by conservation landowners holding a fee or easement interest in one thousand five hundred (1500) acres or more within the boundaries of the Authority in consultation with environmental and community organizations that are signatories to the Water Forum Agreement, as required by sub-section (b) of this Section, the [Sacramento County Board of Supervisors](#) shall appoint the representative of conservation land owners.
5. Public agencies that are self-supplied groundwater users. After considering the nomination by the Southgate Recreation and Park District in consultation with other public agencies which are self-supplied groundwater users, as required by sub-section (b) of this Section, the [Sacramento County Board of Supervisors](#) shall appoint the representative of public agencies that are self-supplied groundwater users.
6. Sacramento ~~Regional County Sanitation Area Sewer~~ District. After considering the nomination by the Sacramento ~~Regional County Sanitation Area Sewer~~ District, as required by sub-section (b) of this Section, the [Sacramento County Board of Supervisors](#) shall appoint the representative of the Sacramento ~~Regional County Sanitation Area Sewer~~ District.

(b) Prior to the appointment of the representatives of the entities described in subsections (a)(vi) through (a)(ix) above, those entities shall submit a recommended appointment for their respective representatives to the appointing authority identified in subsections (a)(vi) through (a)(ix) of this Section 7. The appointing authority shall give consideration to such recommendations, but shall retain the absolute discretion to appoint

any person satisfying the criteria for appointment set forth in Section 5 of this Agreement.

8. Governing Board Voting Requirements.

- (a) Each member of the governing board of the Authority shall have one vote. With the exception of fiscal items as set forth in subsections (b) and (c) below, an affirmative vote by a majority of all members of the governing board is required to approve any item related to implementation of the Groundwater Management Plan.
- (b) Fiscal items, including, but not limited to, approval of the annual budget of the Authority and any expenditures, shall require an affirmative vote by a majority of all the members of the governing board that includes affirmative votes by all of the representatives of the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento and the County of Sacramento.
- (c) Any change in annual contributions necessary to support the work of the Authority as set forth in subsection (d) below, shall require an affirmative vote of ten of the fourteen members of the governing board that includes affirmative votes by all of the representatives of the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento and the County of Sacramento.
- (d) The Authority shall initially be funded as follows:
 - (i) An annual contribution by the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento and the County of Sacramento in the amount of ten thousand dollars (\$10,000.00) each. (These entities shall not be required to pay any additional fee or assessment, such as that described in subsection (d)(ii) below.)
 - (ii) An annual contribution by each of those water purveyors represented on the Governing Board, other than the entities listed in subsection (d)(i) above, that purvey surface water in the amount of six thousand dollars (\$6,000.00).

- (iii) An annual contribution by each of those water purveyors represented on the Governing Board, other than the entities listed in subsection (d)(i) above, that utilize groundwater, calculated at the rate of two dollars and seven cents (\$2.07) per acre foot of groundwater pumped from the basin, averaged over the three previous years and excluding the first five thousand (5000) acre feet pumped in each of those years.
 - (iv) An annual contribution by agriculture computed at twenty five percent (25%) of the estimated annual pumping (as determined by the Sacramento County Water Agency) at the rate of two dollars and seven cents (\$2.07) per acre foot and paid out of SCWA Zone 13 funds.
 - (v) An annual contribution by agriculture/residential groundwater users computed at twenty five percent (25%) of the estimated annual pumping (as determined by the Sacramento County Water Agency) at the rate of two dollars and seven cents (\$2.07) per acre foot and paid out of SCWA Zone 13 funds.
 - (vi) All annual funds shall be paid by July 1 of each year, commencing on July 1, 2006. The annual fee for the first year after the effective date of this Agreement shall be prorated from the date of the last signatory approval establishing the Authority.
- (e) The governing board of the Authority may, at its discretion, adjust the funding contributions set forth in sub-section (d) above, subject to compliance with the voting requirements prescribed in sub-section (c) above.

9. Quorum. A majority of the members of the governing board shall constitute a quorum for purposes of transacting business, except less than a quorum may vote to adjourn a meeting.

10. Terms Of Office. With the exception of the initial term of the representatives appointed by the County of Sacramento as described in Section 7 (a)(ix), the term of office of each member of the governing board the Authority

shall be for a period of four (4) years. For the purpose of providing staggered terms of office, the term of the initial representatives appointed by the County of Sacramento as described in Section 7 (a)(ix) shall be for a period of two (2) years. Thereafter, the term of office of each representative appointed by the County of Sacramento as described in Section 7 (a)(ix) shall be for a period of four (4) years. Each member of the governing board shall serve at the pleasure of the appointing body and may be removed as a member of the governing board by the appointing body at any time. If at any time a vacancy occurs on the governing board, a replacement shall be appointed to fill the unexpired term of the previous representative pursuant to the provisions of Section 7 of this Agreement within ninety (90) days of the date that such position becomes vacant.

11. Alternates. The City of Elk Grove, the City of Folsom, the City of Rancho Cordova, the City of Sacramento and the County of Sacramento, in addition to their regular appointments, shall appoint one or more persons with the required qualifications to serve as alternate members of the governing board of the Authority. The other entities described in Section 7 (a) (vi) through (a) (ix), which may nominate their respective representatives, may also nominate one or more persons with the required qualifications to serve as alternate members of the governing board of the Authority and such alternates shall be appointed pursuant to the procedure for regular appointments set forth in Section 7(b) of this Agreement. Any such alternates who are appointed as alternates by the appointing authorities specified in Section 7(a)(vi) through (a)(ix) shall be empowered to cast votes in the absence of the regular members or, in the event of a conflict of interest preventing the regular member from voting, to vote because of such a conflict of interest.

12. Organization Of The Authority. The governing board of the Authority shall elect a chair, a vice chair and such other officers as the governing

board shall find appropriate. Such officers shall serve for a term of one (1) year unless sooner terminated at the pleasure of the governing board.

13. Treasurer, Controller, Clerk and Legal Counsel.

- (a) The ~~Board of Directors of the Authority shall appoint a County of Sacramento Director of Finance shall act as~~ treasurer, ~~controller and fiscal agent, and controller~~ for the Authority, ~~which may be one or more individuals~~. The controller of the Authority shall cause an independent annual audit of the Authority's finances to be made by a certified public accountant in compliance with Government Code Section 6505. The treasurer of the Authority shall be the depositor and shall have custody of all money of the Authority from whatever source. The controller of the Authority shall draw warrants to pay demands against the Authority when the demands have been approved by the Authority or by its authorized representative pursuant to any delegation of authority adopted by the Authority. The treasurer and controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.
- (b) The governing board of the Authority shall appoint a clerk and legal counsel as it deems appropriate.

14. Executive Director. The governing board of the Authority, ~~with the concurrence of the Sacramento County Water Agency,~~ shall appoint an

Executive Director who shall be responsible to the governing board for the proper and efficient administration of the Authority as directed by the governing board pursuant to the provisions of this Agreement or of any ordinance, resolution or order of the governing board. In addition to any other duties which may be assigned, the Executive Director shall have the following authority:

- (a) under the policy direction of the governing board, to plan, organize and direct all Authority activities;
- (b) to authorize expenditures within the designations and limitations of the budget approved by the governing board;

- (c) to make recommendations to and requests of the governing board concerning any matter which is to be performed, done or carried out by the governing board; (d) to have the authority to appoint, discipline, assign and otherwise supervise and control the activities of any employees or contractors which may be hired or retained by the Authority; and
- (e) to have charge of, handle and have access to any property of the Authority.

15. Meetings. The Authority shall provide for regular and special meetings in accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) or with any successor provision.

16. Minutes. The clerk appointed by the governing body of the Authority shall cause to be kept minutes of all meetings of the governing board, and shall cause a copy of such minutes to be forwarded to each member of the governing board and to the chief administrative officer of each of the signatory agencies.

17. Powers and Functions.

- (a) The Authority shall have no power to regulate land use or to engage in the retail sale of water.
- (b) Subject to the limitations set forth in subsection (a), the Authority shall have any and all powers commonly held by the parties hereto necessary or appropriate to regulate groundwater within the boundaries of the Authority including, but not limited to, the following powers:
 - (i) Collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the SASb;
 - (ii) Facilitate any Conjunctive Use program the purpose of which is to maintain the Sustainable yields in the SASb consistent with the GMP;
 - (iii) Distribute water in exchange for ceasing or reducing groundwater extractions;

- (iv) Spread, sink and inject water into the SASb;
 - (v) Store, transport, recapture, recycle, purify, treat or otherwise manage and control water for the beneficial use of persons and property within the Authority; (vi) Study and plan ways and means to implement any or all of the foregoing powers.
- (c) For purposes of exercising the authority set forth in subsection (b), and subject to the limitations set forth in subsection (a), the Authority shall have the following corporate and political powers:
- (i) To sue and be sued in all actions and proceedings in all courts and tribunals.
 - (ii) To adopt a seal and alter it at its discretion.
 - (iii) For the common benefit of the Authority, to store water in underground water basins or reservoirs within and outside the Authority, to appropriate water and acquire water rights within or outside the Authority, to import water into the Authority, and to conserve, or cause the conservation of, water within or outside the Authority.
 - (iv) To act jointly, or cooperate, with the Federal government or any agency thereof, the state, or any county or agency thereof, or any political subdivision or district therein, including flood control districts, private and public corporations, and any person, so that the powers of the Authority may be fully and economically exercised.
 - (v) To cause taxes, assessments, fees or charges to be levied in accordance with applicable State law, and in a manner consistent with the GMP to accomplish the purposes of the Authority.
 - (vi) To require the permitting of groundwater extraction facilities within the boundaries of the Authority, to maintain a record of extraction with respect to any such facilities, and to require the installation of meters on

groundwater extraction facilities for the purpose of determining the amount of groundwater being extracted from the SASb.

- (vii) To make contracts, employ labor and to do all acts necessary for the full exercise of the Authority's powers.
- (viii) To carry on technical and other investigations of all kinds necessary to further the purposes of the Authority.
- (ix) To fix rates at which water acquired by the Authority shall be sold for replenishment purposes, and to establish different rates for different classes of service or conditions of service, provided that the rates shall be uniform for like classes and conditions of service.
- (x) To participate in any contract under which producers may voluntarily agree to use surface water in lieu of groundwater, and to that end the Authority may become a party to the contract and pay from Authority funds that portion of the cost of the surface water as will encourage the purchase and use of that water in lieu of pumping so long as persons or property within the boundaries of the Authority are directly or indirectly benefitted by the resulting replenishment of the SASb.
- (xi) To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States, the State of

California, or other public or private entity necessary or appropriate for the Authority's full exercise of its powers.

18. Budgets. Within ninety (90) days after the first meeting of the governing board of the Authority, and thereafter prior to the commencement of each fiscal year (defined as July 1 through June 30), the governing board shall adopt a budget for the Authority for the ensuing fiscal year.

19. ~~Adoption of the Central Sacramento County~~
Groundwater Management

~~**Plan.** Within sixty (60) days after the first meeting of the governing board of the Authority, the governing board shall consider for adoption the Central Sacramento County Groundwater Management Plan (CSCGMP) negotiated by the Central Sacramento County Groundwater Forum and dated February, 2006. The governing board of the Authority may revise the CSCGMP subsequent to its adoption as it deems appropriate.~~

~~**20. — Implementation of the Well Protection Program.** In order to facilitate the implementation of the Well Protection Program described in the Central Sacramento County Groundwater Management Plan, within sixty (60) days after the first meeting of the governing board of the Authority, the governing board shall submit to each of the entities who are signatories to this Agreement, and who have land use authority for areas within the boundaries of the Authority where new development will or may be served by groundwater, a draft Well Protection Plan ordinance to consider for adoption.~~

~~**21.**~~ **19. Termination.** This Agreement shall remain in effect until terminated by one of the parties hereto pursuant to this section. This Agreement may be terminated by any of the parties hereto at any time and for any reason by providing ninety (90) days written notice of termination to the other parties.

22.20. Disposition Of Authority Assets Upon Termination.

- (a) In the event of the termination of the Authority where there will be a successor public entity which will carry on the functions of the Authority and assume its assets, the assets of the Authority shall be transferred to the successor public entity.
- (b) If there is no successor public entity which will carry on the functions of the Authority and assume its assets, the assets shall be returned to the parties hereto in proportion to the contribution of each party during the term of this Agreement. (c)

If there is a successor public entity which will carry on some of the functions of the Authority and assume some of its assets, the assets of the Authority shall be allocated

by the governing board of the Authority between the successor public entity and the parties hereto.

23.21. Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the parties to this Agreement.

24.22. Rules. The governing board of the Authority may adopt from time to time such rules and regulations for the conduct of its affairs as it deems necessary and appropriate.

25.23. Effective Date. This agreement and the Authority created under it shall become effective when the governing bodies of all of the parties shall have authorized its execution.

26.24. Amendments. This Agreement may only be amended by the affirmative vote of the governing bodies of all of the parties hereto.

27.25. Liberal Construction. The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

28.26. Liability of Board, Officers and Employees.

(a) The members of the Board, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the parties to this Agreement for of any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Authority's funds, or failure to invest the same. (b) To the extent authorized by California law, no member of the Board, officer, or employee of the Authority shall be responsible for any action made, taken, or omitted, by any other member of the Board, officer, or employee. No member of the Board, officer, or employee of the Authority shall be required to give a bond or other security to guarantee

the faithful performance of his or her duties pursuant to this Agreement. (c) The funds of the Authority shall be used to defend, indemnify, and hold harmless the Authority and any member of the Board, officer, or employee of the Authority for actions taken in good faith and within the scope of his or her authority. Nothing herein shall limit the right of the Authority to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

29. Notices. Any notices to the parties required by this Agreement shall be delivered or mailed, United States Mail first class, postage prepaid, addressed as follows:

CITY OF ELK GROVE
8380 Laguna Palms Way
Elk Grove, CA 95758
Attn: City Engineer

CITY OF FOLSOM
50 Natoma Street
Folsom, CA 95630
Attn: Director of Utilities

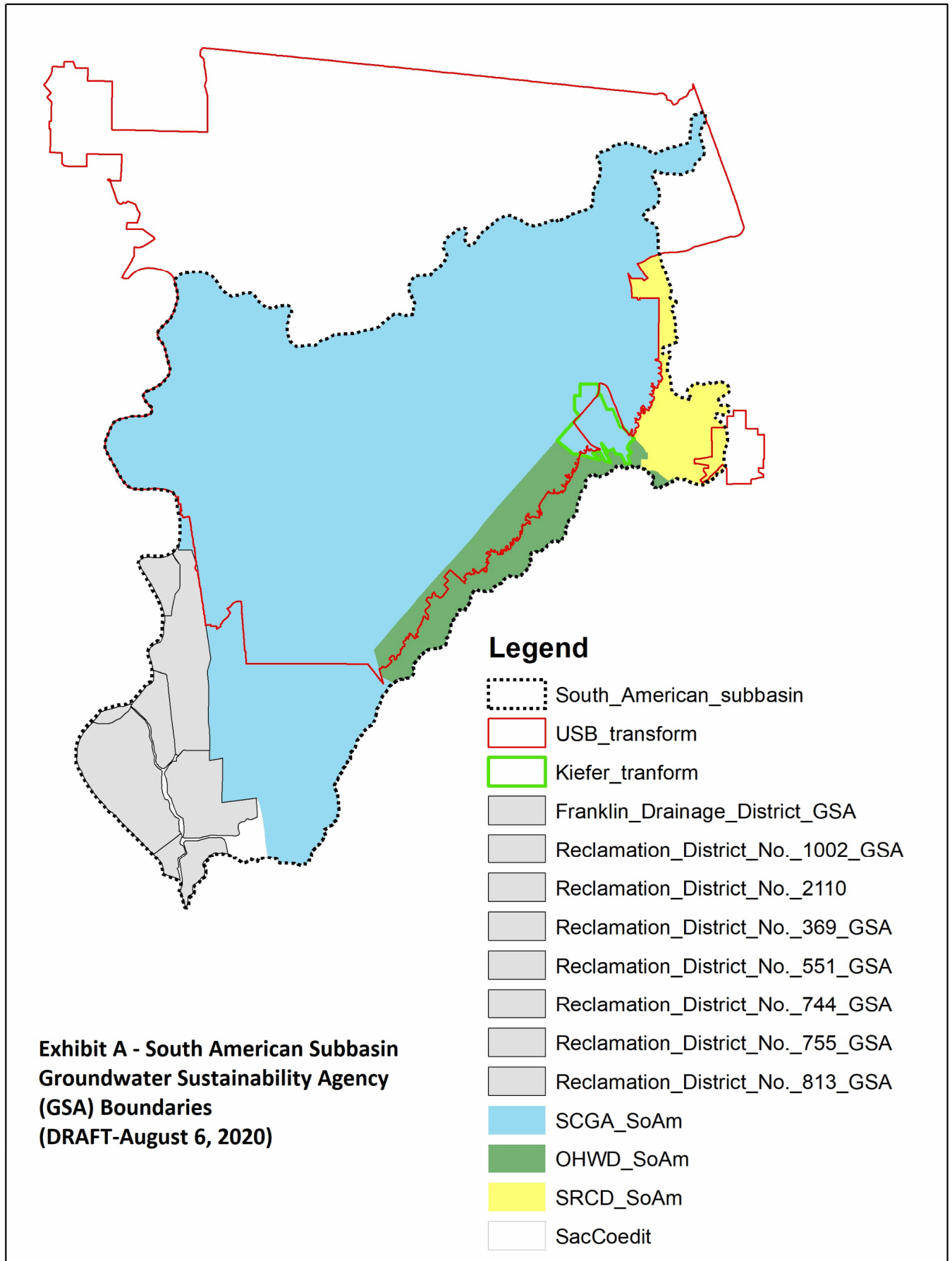
CITY OF RANCHO CORDOVA
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Public Works Director

CITY OF SACRAMENTO
1395 35th Ave
Sacramento, CA 95822
Attn: Director, Department of Utilities

COUNTY OF SACRAMENTO
827 7th Street, Rm 301
Sacramento, CA 95814
Attn: Director, Department of Water Resources

Notices given under this Agreement shall be deemed to have been received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other parties pursuant to this Section.

IN WITNESS WHEREOF, the parties hereto execute this ~~Second~~Third Amendment on the date first written above.



AGENDA ITEM 4: CONSIDERATION OF AMENDMENT TO THE SCGA JOINT POWERS AGREEMENT**Background:**

Sacramento County staff has informed SCGA that they intend to discontinue providing financial and accounting services and serving as the SCGA Treasurer. SCGA must provide these services through another mechanism. The transition is targeted to be finalized by June 30, 2025 to begin Fiscal Year 2025-26.

Sacramento County is identified as the SCGA Treasurer in the Joint Powers Agreement (Section 13), so the Agreement must be amended to effect this change. The amended Agreement must be approved by each of the five signatory agencies.

A draft of proposed amendments is provided. In addition to making the change to the treasurer role, other amendments include:

- Additional references to SGMA as a defining purpose of SCGA
- Reflecting the revised name of Sacramento Area Sewer District
- Reflecting the name of the Elk Grove Water District
- Clarity where the term “Board” refers to the Sacramento County Board of Supervisors
- Removal of the requirement that the Sacramento County Water Agency concur with the Board’s choice of an executive director (Section 14)
- Removal of language referring to the 2006 Groundwater Management Plan (Section 19)
- Removal of language referring to the Well Protection Program (Section 20)

If the SCGA Board approves the proposed amendments, the SCGA representatives from the cities of Elk Grove, Folsom, Rancho Cordova and Sacramento, and Sacramento County will expedite the consideration of the amendments by their respective Councils and Board.

Attachments:

- Draft JPA Amendments

Recommended Action:

- Recommend amendments to the SCGA Joint Powers Agreement for consideration of the signatory city councils and board of supervisors.

The recommended action was unanimously approved by the SCGA Board on August 14, 2024



John Woodling, Executive Director

Valerie Kincaid, General Counsel/Clerk

MEMORANDUM



ITEM 16.1

DATE: October 7, 2024

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director

SUBJECT: **RESOLUTIONS APPROVING THE MEASURE A NEXUS STUDY, APPROVING THE AMENDED AGREEMENT ON OPERATIONAL PROTOCOLS AND AN ORDINANCE AMENDING CHAPTER 16.85 OF THE RANCHO CORDOVA MUNICIPAL CODE**

RECOMMENDATION

It is recommended that the Council approve and adopt the following:

1. Adopt the Resolution Approving the 2024 Sacramento Countywide Transportation Mitigation Fee Program Nexus Study (2024 SCTMFP Nexus Study).
2. Adopt the Resolution Approving the Amended Agreement on Operating Protocols for the Sacramento Countywide Transportation Mitigation Fee Program.
3. Waive first reading and introduce the Ordinance Amending Chapter 16.85 of the Rancho Cordova Municipal Code (Establishment of Development Impact Fees Measure A Transportation Improvements).

RESULT OF RECOMMENDED ACTION

Adoption of the Resolutions will adopt the 2024 SCTMFP Nexus Study, authorize the City Manager to execute the Amended Agreement on Operating Protocols, and Amend the existing Measure A Ordinance to update information to be consistent with the updated 2024 SCTMFP Nexus Study and Amended Operating Protocols Agreement.

BACKGROUND

The New Measure A (the one-half of one percent Transportation Sales Tax) to fund the Measure A Expenditure Plan was approved by the County voters in 2004 and extended the existing Measure A sales tax for 30 years. Administered by the Sacramento Transportation Authority (STA), the new Measure A sales tax also required implementation of the Sacramento Countywide Transportation Mitigation Development Impact Fee Program ("Measure A Mitigation Fee Program") to fund a portion of the costs of the transportation improvements in the Measure A Expenditure Plan. Each jurisdiction was required to implement the Measure A Mitigation Fee Program as a condition of receiving the New Measure A sales tax revenues and remit those revenues to STA for reallocation to specific county-wide transportation projects included in the Measure A Expenditure Plan. Each local fee is required to be consistent with the SCTMFP, as adopted by the STA.

The City has previously met all the requirements of the Measure A Fee Program by the adoption of the SCTMFP Nexus Study and an Ordinance Establishing Chapter 16.85 of the Rancho Cordova Municipal Code to Establish and Collect the Measure A Fees (January 2009) and adopted and executed the Agreement on Operating Protocols in 2008, and as amended again in 2014 and 2015.

ANALYSIS

The California Mitigation Fee Act requires agencies that impose impact fees to periodically review the assumptions and calculations used in computing the fee. It further requires them to revise the calculation if necessary to maintain a nexus, i.e. a logical connection between the developments that will be required to pay the fee and the impact being mitigated. The agency is then required to make certain specific findings certifying that the fee is in conformance with the Act. As STA does not impose impact fees, it would instead recommend that local agencies participating in the Measure A Program adopt the nexus study and revised fee schedule, with the local agencies then taking individual actions to formalize adoption.

On June 13, 2024, the STA Governing Board approved a resolution adopting the 2024 SCTMFP Nexus Study. It incorporates status updates of transportation projects, provides updated project costs and trip generation rates, and calculates the need for new transportation projects based on new development using updated models. Additionally, new land use categories and a tiered residential fee structure has been established to align with Assembly Bill No. 602 (AB 603, 2021) requirements for fees to be proportional to square footage categories. The Nexus Study also amended the local arterial program to include smart growth arterials and corridors and revised the SCTMFP overall program allocation. The STA staff report with more detail on program changes made by the STA is included as Attachment 8.

Additionally, on August 8, 2024, the STA Governing Board approved an Amended Agreement on Operating Protocols which incorporates the updated Fee Rates effective January 1, 2025, and includes fee reductions for Transit Oriented Development and infill projects and additional exemptions for accessory dwelling units less than 750 square feet and development projects intended for use by the County or the City.

Updated Fee Amounts and New Residential Fee Structures. The fees for the various development types were updated using current trip generation rates. In addition, the residential fees were updated to align with AB 602 requirements for fees to be proportionate to the square footage of the proposed development. The Nexus Study consultant worked with City staff to find the most appropriate square footage categories. Based on the 2024 SCTMFP Nexus Study fee calculation and the Agreement on Operating Protocols (Amended – August 2024), the new fee rates effective January 1, 2025, are set as follows:

Single Family Residential

Very Small (≤800 sq.ft.)	\$1,088 per unit
Small (801-1,200 sq.ft.)	\$1,334 per unit
Medium-Small (1,201-1,600 sq.ft.)	\$1,451 per unit
Medium (1,601-2,400 sq. ft.)	\$1,574 per unit
Large (>2,400 sq. ft.)	\$1,730 per unit

Single Family Residential, Senior

Very Small (≤800 sq.ft.)	\$497 per unit
Small (801-1,200 sq.ft.)	\$609 per unit

Medium-Small (1,201-1,600 sq.ft.)	\$663 per unit
Medium (1,601-2,400 sq. ft.)	\$719 per unit
Large (>2,400 sq. ft.)	\$790 per unit

Multi-Family Residential

Very Small (≤800 sq.ft.)	\$ 995 per unit
Small (801-1,200 sq.ft.)	\$1,221 per unit
Medium-Small (1,201-1,600 sq.ft.)	\$1,327 per unit
Medium (1,601-2,400 sq. ft.)	\$1,440 per unit
Large (>2,400 sq. ft.)	\$1,582 per unit

Multi-Family Residential, Senior

Very Small (≤800 sq.ft.)	\$ 440 per unit
Small (801-1,200 sq.ft.)	\$ 540 per unit
Medium-Small (1,201-1,600 sq.ft.)	\$ 587 per unit
Medium (1,601-2,400 sq. ft.)	\$ 637 per unit
Large (>2,400 sq. ft.)	\$ 700 per unit

Accessory Dwelling Units

Very Small (<750 sq.ft.)	Exempt from fee
Otherwise (>750 sq.ft.)	Fee is based on the ratio of the floor area of the ADU compared to the primary unit, times the fee that would be charged on the primary unit, if the primary unit was being newly built.

Office Use	\$ 1,807 per 1,000 square feet
Retail Use	\$ 2,361 per 1,000 square feet
Industrial Use	\$ 827 per 1,000 square feet
Hotel/Motel	\$ 854 per sleeping room
Extended Stay Hotel/Motel	\$ 559 per sleeping room
Hospital	\$1,796 per 1,000 square feet
Service Station	\$3,442 per Fuel Pump
Supermarket	\$1,078 per 1,000 square feet
Warehouse/Self Storage	\$ 238 per 1,000 square feet
Assisted Living Facility	\$ 434 bed
Congregate Care	\$ 368 unit
Child Day Care	\$ 682 Student
Private School (K-12)	\$ 414 Student
Auto Repair/Body Shop	\$2,361 per 1,000 square feet.
Gym/Fitness Center	\$2,361 per 1,000 square feet
Drive-through Car Wash	\$2,361 per 1,000 square feet
Normalized Cost per Trip	
(All Other Uses)	\$ 167 per Weekday Trip
Measure A Administrative Fee	2% of the total Measure A Development Impact Fee

Adoption of Nexus Study and Agreement on Operating Protocols

Attachment 1 is the Resolution that approves the 2024 SCTMFP Nexus Study (Attachment 2) with the updates rates effective January 1, 2025, included in Exhibit A in the Resolution.

Attachment 3 is a Resolution that approves the Agreement on Operating Protocols (Amended – August 2024) (Attachment 4) and authorizes the City Manager to execute the Agreement.

Ordinance Changes

The proposed Ordinance (Attachment 5) includes revisions to Rancho Cordova Municipal Code Chapter 16.85 to update information related to definitions, re-purposing and re-using existing buildings, exemptions, and fee reductions for accessory dwelling units, mixed-use projects, and housing development projects. These amendments correspond to the proposed SCTMP update described above and the proposed Operating Protocols Agreement. Attachment 7 includes all draft amendments shown in track changes. Draft amendments are shown with track change with new draft language underlined and language proposed for removal with strikethroughs. Only those sections with proposed changes are included in the attached documents as excerpts from the Rancho Cordova Municipal Code. Attachment 6 includes all the draft amendments in a non-track changes format. This is provided as Exhibit A to the Ordinance.

Recommended Actions

- 1) Adopt the Resolution Approving the 2024 SCTMFP Nexus Study.
- 2) Adopt the Resolution Approving the Amended Agreement on Operating Protocols for the Sacramento Countywide Transportation Mitigation Program.
- 3) Introduce and waive first reading of the Ordinance Amending Chapter 16.85 of the Rancho Cordova Municipal Code (Establishment of Development Impact Fees Measure A Transportation Improvements).

FISCAL IMPACT

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

ATTACHMENT(S)

1. Resolution Approving 2024 SCTMFP Nexus Study
2. 2024 SCTMFP Nexus Study
3. Resolution Approving Amended Agreement on Operating Protocols
4. Agreement on Operating Protocols (Amended – August 2024)
5. Ordinance
6. Exhibit A to the Ordinance
7. Track Changes
8. STA Staff Report June 13, 2024

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL APPROVING THE 2024 SACRAMENTO COUNTY MITIGATION FEE PROGRAM (SCTMFP) NEXUS STUDY AND UPDATING THE SCTMFP FEES EFFECTIVE JANUARY 1, 2025

WHEREAS, on July 29, 2004, the Sacramento Transportation Authority (“STA”) adopted Ordinance No. 04-01, including the Sacramento County Transportation Expenditure Plan 2009-2039 (“the Measure A Expenditure Plan”), which sets out the allocation of the new Measure A sales taxes and Measure A development impact fees for specified public facilities; and

WHEREAS, on November 2, 2004, the voters in Sacramento County approved an extension of the one-half of one percent Measure A transportation sales tax (“new Measure A”), to become effective on April 1, 2009, and approved the Measure A Expenditure Plan. STA Ordinance No. 04-01 required each jurisdiction in the county to adopt the Measure A development impact fees as a condition of receiving the new Measure A sales tax proceeds consistent with the Measure A Mitigation Fee Program; and

WHEREAS, on June 7, 2006, STA adopted Resolution No. 06-0006, approving the Sacramento Countywide Transportation Mitigation Fee Program Study (“Measure A Nexus Study”), which identified the additional public facilities required by new development and determined the amount of the development impacts fees to be imposed on a countywide basis, so that all new development paid its fair share of the costs of new public facilities needed to serve such development; and

WHEREAS, the STA Resolution that adopted the Measure A Nexus Study and set the SCTMFP rates effective April 1, 2009 provided that protocols related to SCTMFP Fee implementation issues, including but not limited to, required dates of Fee remittance to STA and documentation to be submitted by each participating Agency, shall be established by future resolution of the STA and contracts between the STA and the participating agencies; and

WHEREAS, on September 18, 2006, by Resolution No. 161-2006, the City Council committed to implement the Measure A Mitigation Fee Program; and

WHEREAS, on January 5, 2009, the City Council adopted Resolution No. 04-2009 approving the Measure A Nexus Study that set the rates set forth in the Measure A Nexus Study effective April 1, 2009; and

WHEREAS, on January 5, 2009, the City Council introduced Ordinance No. 01-2009, Adding Chapter 16.85 to the Rancho Cordova Municipal Code to Establish Development Impact Fees for Measure A Transportation Improvements for Citywide Benefit District (“Measure A Ordinance”) which (1) created the authority for imposing the “Measure A development impact fees”; (2) created the authority for imposing the “Measure A administration fee” for the cost of collection, deposit, investment, accounting, remittance and reporting of the Measure A development impact fee, and (3) enabled the City Council by resolution to set forth the specific amount of these fees in reliance on the Measure A Expenditure Plan and the Measure A Nexus Study; and

WHEREAS, on June 13, 2024, the STA Governing Board adopted Resolution No. 24-0005 approving the 2024 Sacramento Countywide Transportation Mitigation Fee Program Nexus Study (“2024 SCTMFP Nexus Study”), with an updated project list, includes a Smart

Growth Arterials and Corridors program, and has an updated fee amounts and new residential fee structures to align with AB 602 requirements for fees to be proportional to square footage categories with the new updated rates to be effective January 1, 2025, as referenced in Exhibit A herein; and

WHEREAS, in accordance with the Mitigation Fee Act (Government Code Section 66000 *et seq.*) on this date October 7, 2024, a public hearing was held on the adoption of the 2024 SCTMFP Nexus Study and the Operating Protocols Agreement (Amended - August 2024), notice of said public hearing having been duly and properly given; and all written and oral presentations having been duly considered by the Council.

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

1. The above recitals are true and correct.
2. Based upon the 2024 SCTMFP Nexus Study as approved by the STA Governing Board on June 13, 2024, the Council finds and determines that:
 - a. Future development within the unincorporated and incorporated areas of the County of Sacramento will substantially adversely affect the Transportation Network unless such development makes additional contributions to the cost of improving the Transportation Network. Failure to mitigate growing traffic impacts will substantially impair the ability of public safety services (police and fire) to respond and will adversely affect the public health, safety, and welfare. Failure to mitigate growing traffic impacts will negatively impact air quality, economic development and quality of life.
 - b. There is a reasonable and rational relationship between the use of the SCTMFP Fees and the type of development projects on which the fees are imposed because the fees will be used to construct transportation improvements that are necessary for the safety, health and welfare of the residential and non-residential users of the development projects on which the SCTMFP Fees will be imposed.
 - c. There is a reasonable and rational relationship between the need for the improvements and the type of development projects on which the Fee is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Transportation Network. Such development will benefit from the Transportation Network improvements and the burden of such development will be mitigated in part by the payment of the Fee.
 - d. The costs estimates set forth in the 2024 SCTMFP Nexus Study are reasonable cost estimates for constructing the Transportation Network improvements, and that the amount of the Fees expected to be generated by new development will not exceed the total fair share cost to such development.
 - e. The SCTMFP Fees shall be used to help pay for the construction and acquisition of the Transportation Network improvements identified in the 2024 SCTMFP Nexus Study. The need for the improvements is related to new development because such development results in additional traffic and transit demand, thus creating the need for the improvements.

- f. The 2024 SCTMFP Nexus Study proposes a fair and equitable method for distributing a portion of the unfunded costs of improvements to the Transportation Network.
 - g. The trip generation rates as set forth in the 2024 SCTMFP Nexus Study for each affected land use are proportionate to the trip generation rate of a single family unit and that the fees for each affected land use set forth in the 2024 SCTMFP Nexus Study meet the proportionality requirement of the STA Ordinance 04-01.
3. CEQA Compliance. Public Resources Code (PRC) Section 21080(b)(8) and CEQA Statutory Exemption Section 15273(a)(4) allow for the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas. The action is to approve the Sacramento Transportation Authority's 2024 Nexus Study regarding collection of the Measure A Fee and new rates effective January 1, 2025. This action clearly meets the requirements of PRC Section 21080(b)(8) and CEQA Statutory Exemption Section 15273(a)(4) because it will fund capital improvement projects within the existing service area of the Rancho Cordova City Limits and would not result in the expansion of the transportation system or any other uses or activities. Therefore, the proposed action is not subject to the provisions of CEQA.
4. Approval of Fees. The 2024 SCTMFP Nexus Study is hereby adopted. The fees as set forth in the Nexus Study and as set forth in Exhibit A attached hereto, are hereby approved effective January 1, 2025. This effective date complies with the requirements of California Government Code Section 66017 that the fees established by this Resolution shall be effective no sooner than 60 days from the final action on the adoption of the fee.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

EXHIBIT A
Effective as of January 1, 2025
Measure A Development Impact Fees

Single Family Residential

Very Small (≤800 sq.ft.)	\$1,088 per unit
Small (801-1,200 sq.ft.)	\$1,334 per unit
Medium-Small (1,201-1,600 sq.ft.)	\$1,451 per unit
Medium (1,601-2,400 sq. ft.)	\$1,574 per unit
Large (>2,400 sq. ft.)	\$1,730 per unit

Single Family Residential, Senior

Very Small (≤800 sq.ft.)	\$497 per unit
Small (801-1,200 sq.ft.)	\$609 per unit
Medium-Small (1,201-1,600 sq.ft.)	\$663 per unit
Medium (1,601-2,400 sq. ft.)	\$719 per unit
Large (>2,400 sq. ft.)	\$790 per unit

Multi-Family Residential

Very Small (≤800 sq.ft.)	\$ 995 per unit
Small (801-1,200 sq.ft.)	\$1,221 per unit
Medium-Small (1,201-1,600 sq.ft.)	\$1,327 per unit
Medium (1,601-2,400 sq. ft.)	\$1,440 per unit
Large (>2,400 sq. ft.)	\$1,582 per unit

Multi-Family Residential, Senior

Very Small (≤800 sq.ft.)	\$ 440 per unit
Small (801-1,200 sq.ft.)	\$ 540 per unit
Medium-Small (1,201-1,600 sq.ft.)	\$ 587 per unit
Medium (1,601-2,400 sq. ft.)	\$ 637 per unit
Large (>2,400 sq. ft.)	\$ 700 per unit

Accessory Dwelling Units

Very Small (<750 sq.ft.)	Exempt from fee
Otherwise (>750 sq.ft.)	Fee is based on the ratio of the floor area of the ADU compared to the primary unit, times the fee that would be charged on the primary unit, if the primary unit was being newly built.

Office Use	\$ 1,807 per 1,000 square feet
Retail Use	\$ 2,361 per 1,000 square feet
Industrial Use	\$ 827 per 1,000 square feet
Hotel/Motel	\$ 854 per sleeping room
Extended Stay Hotel/Motel	\$ 559 per sleeping room
Hospital	\$1,796 per 1,000 square feet
Service Station	\$3,442 per Fuel Pump
Supermarket	\$1,078 per 1,000 square feet
Warehouse/Self Storage	\$ 238 per 1,000 square feet
Assisted Living Facility	\$ 434 bed
Congregate Care	\$ 368 unit
Child Day Care	\$ 682 Student
Private School (K-12)	\$ 414 Student
Auto Repair/Body Shop	\$2,361 per 1,000 square feet.
Gym/Fitness Center	\$2,361 per 1,000 square feet
Drive-through Car Wash	\$2,361 per 1,000 square feet
Normalized Cost per Trip (All Other Uses)	\$ 167 per Weekday Trip

ITEM 16.1.

ATTACHMENT 1

EXHIBIT A

Measure A Administrative Fee

2% of the total Measure A Development Impact Fee



2024 Nexus Study Update Report

Sacramento Transportation Authority

May 24, 2024



→ The Power of Commitment

Executive Summary

The purpose of this report is to present information that the Sacramento Transportation Authority (STA) may find useful in updating the Sacramento County Transportation Mitigation Fee (SCTMF), pursuant to the requirements of the Mitigation Fee Act. The report updates previous work in several ways:

- It incorporates new land use forecasts for Sacramento County, prepared under a different contract.¹
- The status of individual transportation projects was updated. This resulted in some projects no longer needing future SCTMF funding because the project has either been completed or is no longer planned.
- Project costs were updated, based on construction cost inflation and new estimates prepared by member agencies.
- The trip generation rates were updated to reflect the new data found in the 11th edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*.
- The percentage of the need for new transportation projects attributable to new development was recalculated using a version of SACOG's latest travel demand model.
- Board policies since the last nexus study, such as those regarding fees for retail developments, are reflected in the calculation of future fees.
- Several new sections were added based on requirements mandated by AB 602, which went into effect in 2022.

These updates enable STA and the local jurisdictions to reaffirm the findings required by the Mitigation Fee Act, which are described in Chapter 5, and implement the fee program.

Most readers of this report will find the calculation of the impact fees to be the part of greatest interest. This is found in Chapter 4. The proposed fee for the average single-family home would adhere to the 2004 voter-approved Measure A Ordinance's express requirement to adopt a fee consistent with State law. In 2021, the Legislature passed AB 602, which requires cities, counties, and special districts, *inter alia*, to "calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development." (Cal. Government Code, § 66016.5(a)(5)(a)). AB 602 also allows for other systems beyond square footage-based proportionality but requires "...an explanation as to why square footage is not an appropriate metric," and "that an alternative basis [...] bears a reasonable relationship between the fee charged and the burden posed by new development", and "that other policies in the fee structure support smaller developments..." (Cal. Government Code, § 66016.5(a)(5)(b)).

Accordingly, the percentage increase or decrease in fees for different types of development varies due to changes in their trip generation rates and the new AB 602-mandated adjustment for floor area. For example, while the rate for the average single-family dwelling (SFD, medium size 1,601-2,400 sq.ft.) would not change, the fee for very small SFD (≤ 800 sq.ft.) would decrease by \$486 (31%) and the fee for small SFD (801-1,200 sq.ft.) would decrease by \$240 (15%). The fee for medium-small SFD (1,201-1,600 sq.ft.) would increase by \$123 (8%) and the fee for large SFD ($>2,400$ sq.ft.) would increase by \$156 (10%). Rates for age-restricted senior housing would decrease. Rates for multi-family dwellings would generally increase for all development types except very small units due to revisions to their trip-generation rate. Per the Measure A Ordinance, non-SFD rates are set in proportion to the trip generation rate of a (medium) single-family dwelling unit.

¹ Technical Memorandum: *Sacramento Transportation Authority Development Forecasts*, dated August 18, 2021

Please note that these are all “potential” changes to fees; the STA Board may, at its discretion, choose to set fee rates for any given development type at a level lower than that calculation in this report. It may not, however, set the fee rates higher than those supported by a nexus calculation.

The intent of this study is to validate the fee and allow the local jurisdictions to continue to implement the fee. A local jurisdiction that fails to implement the fee would forfeit local street and road maintenance funds provided by Measure A. All such funds would be made immediately available on a pro rata basis to all other local jurisdictions that have this fee program in place.

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1. Introduction

1.1 Purpose of this report

California's Mitigation Fee Act (Government Code Sections 66000 to 66025) requires agencies that impose impact fees to periodically review the assumptions and calculations used in computing the fee. It further requires them to revise the calculation if necessary to maintain a nexus, i.e. a logical connection between the developments that will be required to pay the fee and the impact being mitigated. The agency is then required to make certain specific findings certifying that the fee is in conformance with the Act. As STA does not impose impact fees, it would instead recommend that local agencies participating in the Measure A Program adopt the nexus study and revised fee schedule, with the local agencies then taking individual actions to formalize adoption.

The purpose of this report is to review the assumptions and methodology used in computing the Sacramento County Transportation Mitigation Fee (SCTMF), update them as needed, and recommend changes to the fee schedule that will enable it to accomplish the Program's goals. The report is also intended to document this work and fulfill the requirements of the Mitigation Fee Act, including new requirements pursuant to the passage of Assembly Bill (AB) 602 in 2021.

1.2 Background on the SCTMF Program

In 1988 the voters of Sacramento County approved a half-cent sales tax for transportation improvements in Sacramento County. The Sacramento Transportation Authority (STA) was created as a countywide transportation agency to fiscally administer the program. Measure A, the 30-year extension of the 1988 sales tax, was approved by voters in 2004 and went into effect in April 2009 when the previous tax expired.

One component of Measure A was the introduction of a countywide transportation mitigation fee. This was enacted by the STA Board in Section VII of STA Ordinance 04-01. The stated goal was "to develop and implement a uniform transportation mitigation fee on all new development in Sacramento County that will assist in funding road and transit system improvements needed to accommodate projected growth and development."

The expected proceeds of the fee were tentatively allocated as follows:

- 35% Local streets and roads for capital improvements and rehabilitation
- 20% Public transit for capital improvements and rehabilitation
- 20% Local interchange upgrades, safety projects, and congestion relief improvements on the local freeway system, including bus and carpool lane projects.
- 15% Smart Growth Incentive Program
- 10% Transportation Project Environmental Mitigation, including, but not limited to, habitat conservation, open space preservation, habitat replacement, and recreation, and overall environmental enhancement of transportation facilities to the benefit of local transit users and neighborhoods. Necessary open space preservation and natural habitat preservation programs shall be eligible uses of these funds.

A nexus study for the fee was completed in June 2006 which recommended the fee of \$1,000 per single-family dwelling, with other developments to be charged based on their trip-generation rate relative to single-family dwellings. This study is described in detail in a later section of this report.

1.3 Implementation History

SCTMF fees were imposed, and revenues are collected, by local jurisdictions in Sacramento County based on the SCTMF as part of their development approval process. The revenues are then remitted to STA, which then distributes the proceeds to various eligible projects in accordance with direction from the STA Board. Each of the seven-member jurisdictions (the six incorporated cities plus the County) have projects included in the Expenditure Plan, as do three additional agencies. These are Caltrans, Sacramento Regional Transit, and the Capitol Southeast Connector JPA.

Fees started to be collected in 2009 when Measure A went into effect. More than \$80.5 million in fees have been collected to date. Table 1 shows the program revenues by fiscal year and jurisdiction. Revenues have followed a general upward trajectory over time, as the development industry in the region has recovered from the Great Recession in (late 2007 to mid-2009).

Table 2 shows the program expenditures by fiscal year and implementing agency. As of June 30, 2023, the program has made more than \$68 million available to six different agencies for Measure A projects.

Although the SCTMF Program has successfully brought in tens of millions of dollars for transportation projects needed to accommodate continued growth, the program has not achieved its revenue goals. Figure 1 compares the revenues that were forecast in the 2006 nexus study with the amounts actually received. For the 2008-2023 period, the program brought in only 16% of the expected revenue. This is due in large part to unfortunate timing, with the program kicking off during the Great Recession. Real estate development was among the hardest hit during the recession and among the slowest to recover. With little development activity taking place to generate revenue, impact fee programs across California failed to generate the revenues expected from pre-recession forecasts, when development was booming.

Figure 1: Forecast Versus Actual Revenues

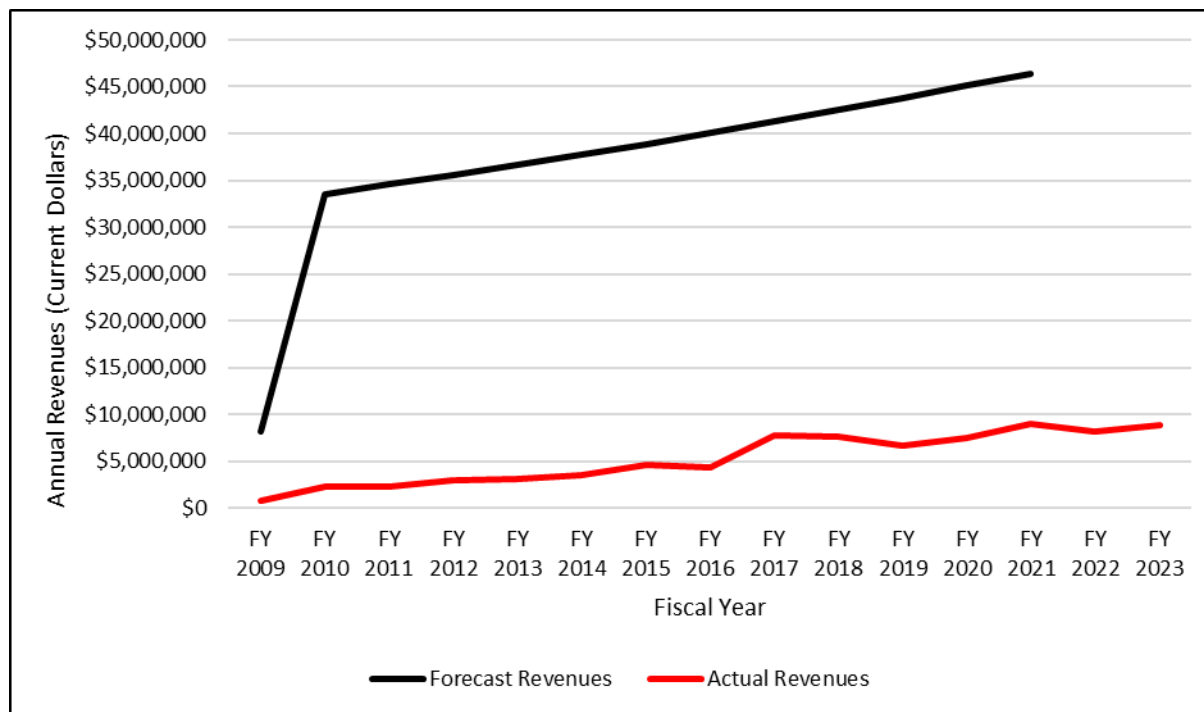


Table 1: Revenues by Year and Jurisdiction

Fiscal Year	City of Sacramento	Sacramento County	Elk Grove	Folsom	Rancho Cordova	Galt	Citrus Heights	Total
FY 2009	\$140,644	\$75,381	\$51,729	\$388,909	\$92,800	\$784	\$1,452	\$751,700
FY 2010	\$774,416	\$540,256	\$539,123	\$160,098	\$259,378	\$32,697	\$15,989	\$2,321,958
FY 2011	\$549,987	\$476,898	\$860,663	\$235,420	\$204,379	\$0	\$7,091	\$2,334,437
FY 2012	\$587,824	\$864,400	\$990,421	\$151,321	\$302,467	\$0	\$60,930	\$2,957,362
FY 2013	\$871,942	\$925,576	\$588,839	\$372,038	\$378,345	\$17,152	\$22,491	\$3,176,382
FY 2014	\$601,826	\$768,585	\$665,916	\$504,350	\$360,591	\$629,402	\$9,872	\$3,540,542
FY 2015	\$1,628,337	\$901,922	\$835,144	\$563,908	\$352,981	\$246,253	\$95,594	\$4,624,139
FY 2016	\$1,330,694	\$1,053,408	\$920,723	\$387,388	\$428,758	\$127,781	\$114,898	\$4,363,650
FY 2017	\$4,433,942	\$1,709,179	\$408,227	\$309,544	\$708,906	\$188,900	\$89,477	\$7,848,174
FY 2018	\$3,871,298	\$1,009,173	\$1,434,011	\$833,234	\$400,807	\$52,510	\$20,720	\$7,621,753
FY 2019	\$2,707,448	\$1,233,164	\$1,338,725	\$782,022	\$471,078	\$80,266	\$71,335	\$6,684,037
FY 2020	\$3,198,236	\$1,479,587	\$964,492	\$878,685	\$916,239	\$96,852	\$17,465	\$7,551,556
FY 2021	\$1,712,959	\$2,850,723	\$1,658,050	\$1,165,476	\$934,092	\$376,875	\$258,817	\$8,956,993
FY 2022	\$2,660,711	\$1,448,899	\$1,014,918	\$1,175,200	\$179,181	\$1,385,171	\$373,344	\$8,237,425
FY 2023	\$2,526,006	\$1,796,877	\$1,223,435	\$1,609,388	\$152,326	\$1,528,205	\$20,006	\$8,856,242
Interest	\$256,077	\$158,994	\$74,692	\$130,288	\$20,238	\$89,506	\$10,944	\$740,739
Total	\$27,852,348	\$17,293,022	\$13,569,106	\$9,647,269	\$6,162,567	\$4,852,353	\$1,190,426	\$80,567,090
% of Total	35%	21%	17%	12%	8%	6%	1%	100%

Source: STA

Table 2: Expenditure by Years and Jurisdiction

Fiscal Year	City of Sacramento	Sacramento County	Elk Grove	Folsom	Rancho Cordova	Galt	Citrus Heights	Caltrans	SacRT	Capitol Southeast Connector	Total
FY 2009	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY 2010	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY 2011	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY 2012	\$371,690	\$382,219	\$0	\$0	\$0	\$0	\$59,275	\$1,400,667	\$3,940,833	\$1,370,479	\$7,525,163
FY 2013	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,078	\$0	\$0	\$20,078
FY 2014	\$1,471,903	\$1,084,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,556,820
FY 2015	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY 2016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY 2017	\$8,578,391	\$1,872,358	\$0	\$0	\$666,782	\$0	\$0	\$3,047,319	\$106,607	\$2,275,776	\$16,547,233
FY 2018	\$1,076,989	\$614,425	\$0	\$0	\$434,878	\$0	\$0	(\$6,599,873)	(\$4,047,440)	(\$2,316,651)	(\$10,837,673)
FY 2019	\$716,073	\$1,689,048	\$0	\$0	\$1,322,520	\$0	\$0	\$1,193,987	\$0	\$4,659,492	\$9,581,120
FY 2020	\$193,614	\$1,867,750	\$0	\$0	\$1,569,163	\$0	\$0	\$937,911	\$0	\$7,144,332	\$11,712,770
FY 2021	\$483,507	\$6,372,770	\$0	\$0	\$2,756,887	\$0	\$0	\$1,883,549	\$0	\$4,006,952	\$15,503,666
FY 2022	\$447,031	\$4,334,452	\$93,561	\$0	\$0	\$0	\$600,000	\$0	\$0	\$7,898,740	\$13,373,785
FY 2023	\$469,776	\$24,244	\$165,212							\$1,966,518	\$2,625,749
Total	\$13,808,974	\$18,242,182	\$258,773	\$0	\$6,750,230	\$0	\$659,275	\$1,883,639	\$0	\$27,005,638	\$68,608,711

Notes: Some cell values are negative. This indicates cases where money from the General Fund was used to reimburse earlier expenditures from the SCTMF Program.

Expenditures for Caltrans, SacRT, and Capitol Southeast Connector have occurred within multiple jurisdictions.

2. Review of Previous Nexus Study

Section 66016.5(a)(4) of AB 602, which went into effect on July 1, 2022, states that “*If a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.*” This chapter is intended to fulfill this requirement by reviewing the methodology and assumptions used in the original nexus study by David Taussig & Associates, dated June 2006, entitled “Sacramento Transportation Authority Development Impact Fee Study”.

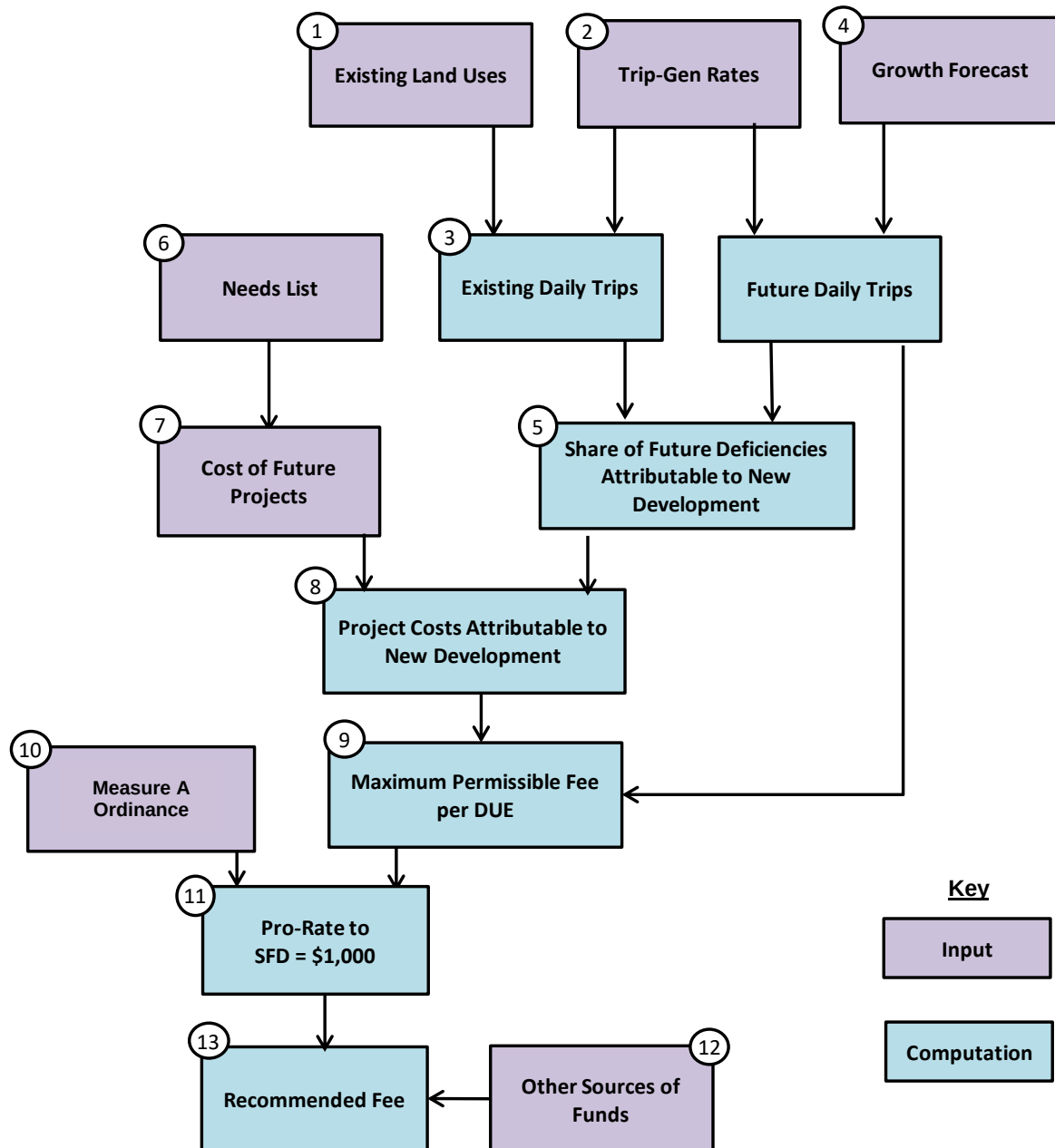
2.1 Methodology Used

The methodology used in the 2006 fee calculation is shown in Figure 2. The key steps were:

- 1) Estimates for the existing residential and non-residential land uses in Sacramento County were provided by SACOG.
The study purposefully excluded neighborhood and community retail uses from the fee calculation. The rationale was that trips to and from these uses would be made on local streets and thus would not contribute to traffic on the regional roads funded by the fee program.
- 2) Trip generation rates were taken from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 6th Edition. For the commercial retail land use category, a blended rate of 7 retail land use codes was used. The rates for retail uses were also adjusted to account for pass-by trips.
- 3) The number of units for each land use type, dwelling units for residential and square feet for non-residential, were multiplied by the ITE trip generation rates to estimate the daily number of vehicle trips generated in Sacramento County.
- 4) Forecasts for future growth were provided by SACOG and used to generate an estimate of the number of vehicle trips that would be generated in Sacramento County in the study’s horizon year (2039).
- 5) Future development’s fair share of the cost of roadway improvements was then calculated as its share of total trips generated in 2039, which was 31%.
- 6) A “Needs List” of projects was developed through consultation with Sacramento County, STA member cities, and Caltrans, and included in the Measure A Transportation Expenditure Plan (TEP). No further elaboration of this process was provided in the nexus study. However, the fact that the project list was approved by the voters, who agreed to tax themselves to pay for the projects, is strongly indicative of a consensus that the facilities listed are in fact needed.
- 7) A cost was assigned to every project on the Needs List. The nexus study did not state where the cost estimates came from, but it is likely that they were provided by whichever agency was tasked with implementing the project.
- 8) The percentage share of costs attributable to new development from Step 5 was applied to the project costs in Step 7 to find the total project costs attributable to new development.
- 9) This was divided by the growth in trips to find the allowable fee per new trip (\$1,005/single-family dwelling).
- 10) The STA Board of Directors made a policy decision to limit the fee on new development to \$1,000 per single-family dwelling.
- 11) The permissible fee rates from Step 9 were duly factored down pro rata so that the fee on single-family dwellings was \$1,000.

- 12) Other sources of funding, including sales tax revenues, local agency fees, and State and federal programs, were identified as sources for the remaining funds required to implement the projects on the Needs List.
- 13) The final fee schedule was then submitted to the STA Board for approval.

Figure 2: Steps Used in the 2006 Fee Calculation



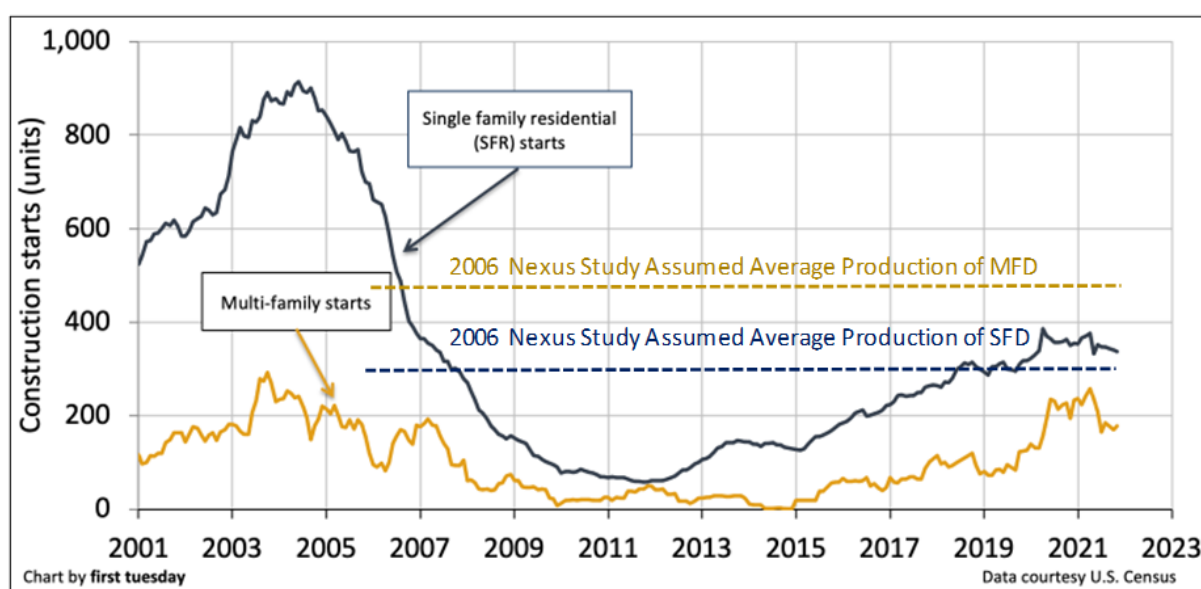
2.2 Key Assumptions

As seen in Figure 2, the key assumptions in the 2006 study pertain to existing and proposed land uses, trip-generation rates, and project costs. These are discussed below.

Land Use Assumptions

The 2006 nexus study reported that its land use assumptions came directly from SACOG's travel demand model; the origins of the data in the model were not discussed. Figure 3 compares the study's assumed production of single-family housing (dark lines) and multi-family housing (amber lines). As shown in Figure 3, the 2006 study assumed that the average long-term monthly production of multi-family would approximately double the previous highest-ever single-month production. Contrary to this forecast, MFD production declined after 2006, resulting in a 4-or-5-fold overestimate of MFDs that would pay the fee. The 2006 study also assumed a reduction in single-family housing production, though the actual reduction was greater than the forecast reduction.

Figure 3: Forecast Versus Actual Housing Starts in Sacramento County



The discrepancy between the forecast and the actual housing production can mostly be attributed to the effects of the Great Recession on the local, state, and national real estate markets. Housing starts fell statewide by 68% between 2007 and 2009 and did not recover to pre-recession levels for 10 years. Furthermore, SACOG's belief at that time that residential development in the Sacramento region would focus on dense, infill development, including high levels of apartment development in Sacramento County, has not been fulfilled to the extent that had been hoped for in 2006.

Trip Generation Rates

The ITE *Trip Generation Manual* has been the standard industry source for vehicle trip data for generations. The *Trip Generation Manual* contains data from field surveys of thousands of sites and is regularly updated to capture the effects of changes in travel behavior. The 2006 study's use of this source was therefore in accordance with standard industry practice. The 2006 study used the 6th edition of the *Trip Generation Manual*; the current edition is the 11th.

Project Cost Estimates

The 2006 study does not state the source of the project cost estimates, beyond saying that the Needs List, “... *is a compilation of projects and costs identified by the local agency planning and engineering departments.*” No further details are provided in the report.

3. Updates of Key Inputs

The current nexus study offers an opportunity to update the key assumptions underpinning the nexus between new development and the fee. This process is described below.

3.1 Development Growth Forecasts

Land use forecasts are made for a variety of reasons, including preparation of a jurisdiction's General Plan, air quality conformity forecasts, and planning for transportation and other infrastructure projects, to name just a few. STA therefore commissioned Economic & Planning Systems, Inc. (EPS) to develop growth forecasts specifically for use in the SCTMF nexus update study. The results were documented in a technical memorandum to STA.²

EPS's development forecasts project short-term and longer-term land use changes for the total STA geography and by individual jurisdiction. The short-term projections focus on a 3-year period – fiscal years 2022, 2023, and 2024 – while the longer-term development projections identify anticipated development through the remainder of the program (i.e. through 2039).

EPS used several sources when developing their forecasts, including historical building permit data by land use; the development pipeline, including planned and proposed development projects, residential units, non-residential square footage, etc.; and population, household, and employment projections. This data was provided by the seven-member jurisdictions, SACOG, the California Department of Finance, the Construction Industry Research Board, the North State Building Industry Association, and several media outlets.

EPS grouped potential development into three categories:

1. Active Entitled Development. This category includes the remaining residential units and nonresidential square footage for projects that are delivering homes or building infrastructure, including only those residential units and nonresidential square footage where building permits have not yet been issued. Development projects in this category are either developing – with absorption anticipated to continue in the near term – or anticipated to start vertical construction within the next 3 to 5 years.
2. Planned Development. Planned development includes projects that have been approved and have tentative maps, but infrastructure has not yet been initiated. Development in this category is considered likely to develop within the next 5 to 20 years.
3. Conceptual Development. Development classified as conceptual for this analysis includes projects for which planning applications may have been submitted but not yet approved. This category also includes development concepts that may have been reported by the local jurisdiction, developers, or via third-party sources such as the Sacramento Business Journal or other news entities. Development in this category may not occur within the next 20 years.

Growth forecasts at the county and city levels were used as control totals to limit the growth in the three categories described above to amounts reasonably foreseeable within the life of the SCTMF Program, considering past development performance.

Figure 4 charts the development of single-family dwellings since 2011 and the forecast going forward to the end of the SCTMF Program in 2039. Note the spike in construction in the City of Sacramento after a

² Technical Memorandum: *Sacramento Transportation Authority Development Forecasts*, dated August 18, 2021

moratorium on development in Natomas³ was lifted, allowing many projects already in the development pipeline to proceed.

Figure 5 shows data for the same period for the development of multi-family housing. There was a surge in units between 2015 and 2020, especially in the Natomas, Downtown, and Midtown areas. This is forecast to drop as the stock of relatively easily developed lots becomes exhausted.

Figure 6 shows the corresponding graphs for non-residential development. In 2016 there was a spike in construction, again due to lifting the moratorium on development in Natomas, but also encompassing major developments in other locations, like Delta Shores.

In each case, the period between 2015 and 2020 appears to represent one-off occurrences of the release of pent-up demand. The forecasts going forward represent a return to long-term average conditions.

3.2 Traffic and Ridership Growth Forecasts

The development forecasts from the previous section must be converted into forecasts for the growth in traffic associated with new development in Sacramento County. The conversion from dwelling units (for residential development) and thousands of square feet (for non-residential developments) to trips was done using the trip generation rates found in the eleventh edition of the ITE *Trip Generation Manual*.

The *Trip Generation Manual* has dozens of land use categories that do not directly correspond to the land use categories used in the land use forecast. For example, the *Trip Generation Manual* has trip generation rates for 76 types of retail and service establishments aggregated into a single “Commercial, Retail” category in the land use forecasts. This reflects the reality that a commercial building may host a variety of tenants over its service life, so attempting to forecast individual uses, for example, “hair salons,” would be speculative at best. Instead, some representative use sub-categories were combined to generate averages to represent large categories of development. Table 3, Table 4, Table 5, and Table 7 show the derivation of the average trip generation rates for the commercial/retail, industrial, warehouse/self-storage, and lodging categories, respectively. Table 7 shows the resulting rates used to forecast the growth in traffic attributable to future development in Sacramento County.

The growth estimates for each category were then multiplied by their respective trip-generation rates to determine the growth in daily vehicle trips generated by new development (see Table 8). A similar calculation was done for the trips generated by existing land uses, with the existing land uses taken from SACOG’s SACSIM travel demand model. Table 8 shows that 5.6% of the trips generated in Sacramento County in 2039, when Measure A expires, would be attributable to new development.

Besides generating new vehicle trips, new development also generates new users for the transit system. This was computed as the percentage of dwelling units in the horizon year that would be built between 2022 and 2039. As seen in Table 8, 8.7% of transit riders in 2039 could be attributed to new development.

³ In the wake of the flooding of parts of New Orleans due to Hurricane Katrina, the Federal government imposed a moratorium on development in the Natomas basin until the levees protecting it could be inspected and strengthened. The moratorium lasted 7 years. It was lifted in 2015.

Figure 4: Forecast for Development of Single-Family Dwellings

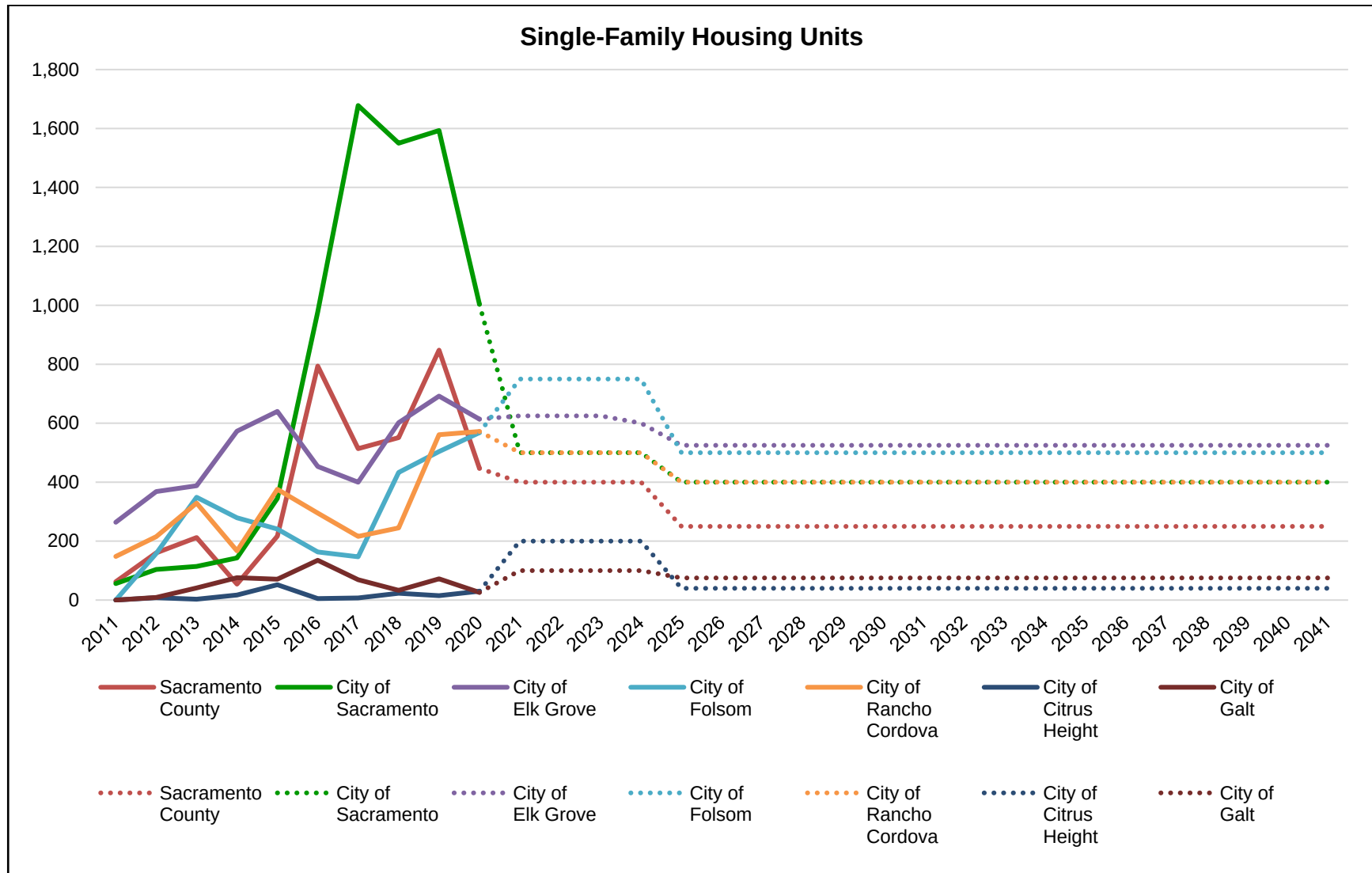


Figure 5: Forecast for Development of Multi-Family Dwellings

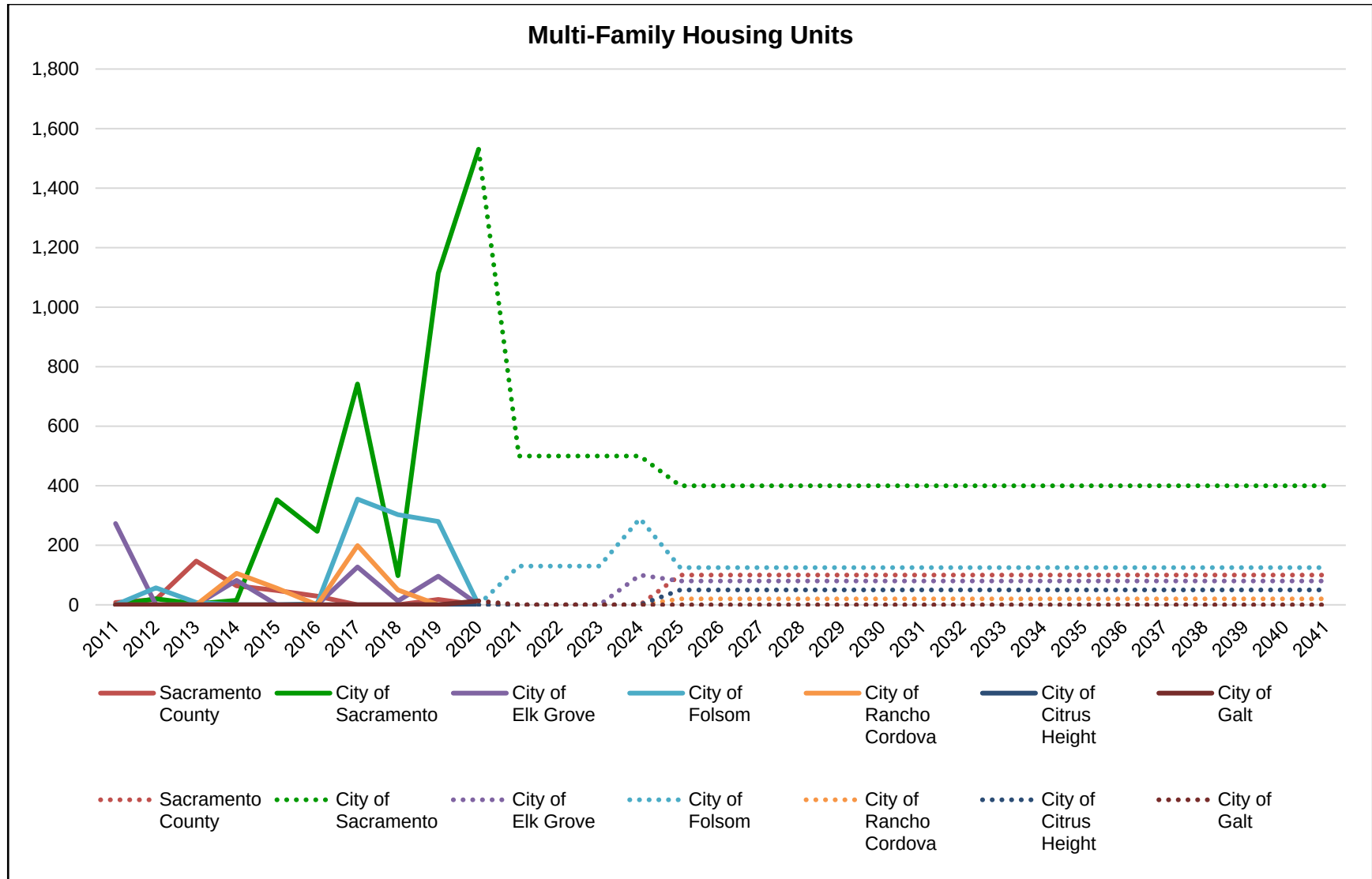


Figure 6: Forecast for Non-Residential Development

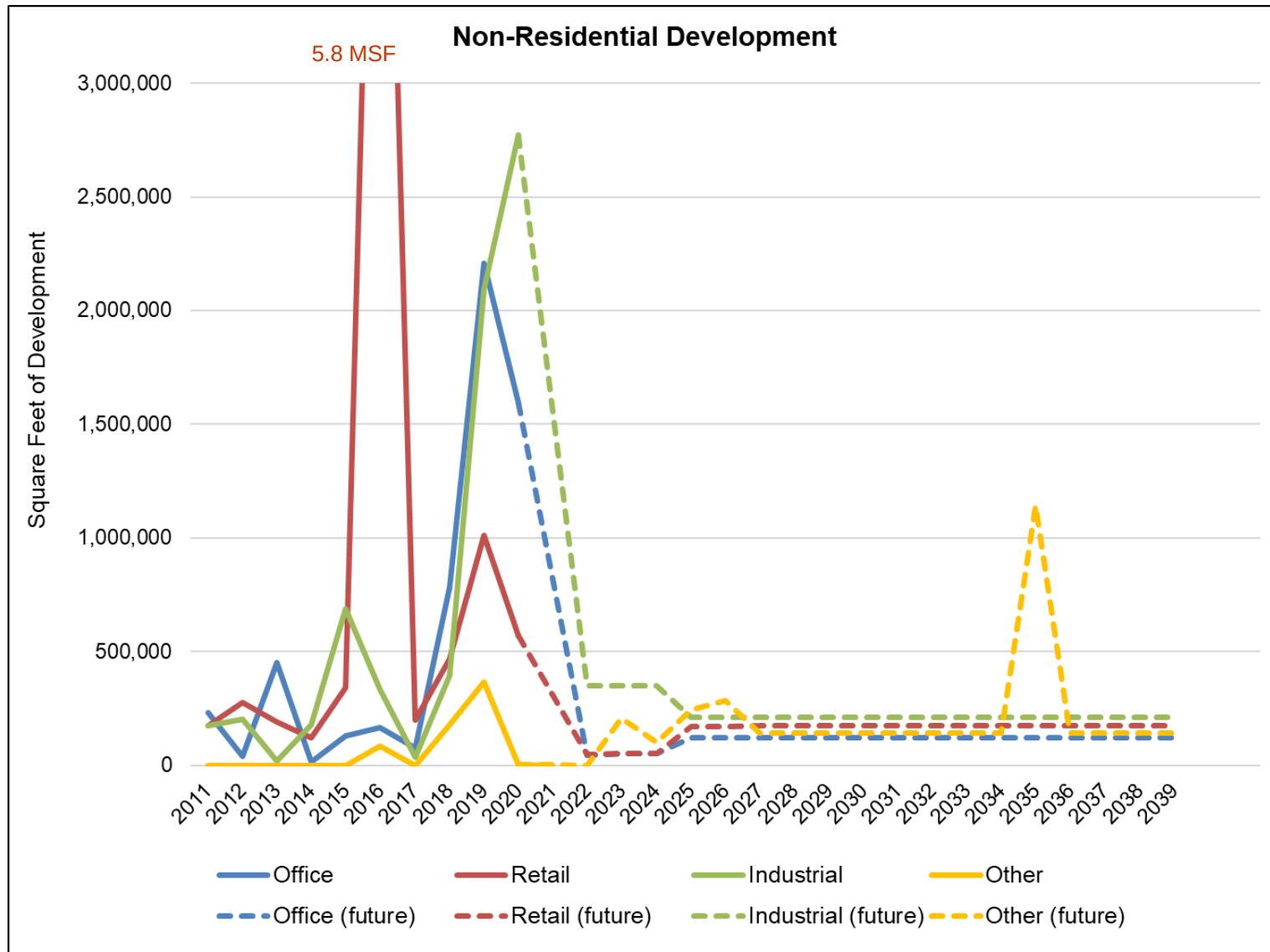


Table 3: Computation of Average Rate for Commercial/Retail Uses

ITE Description	ITE Code	Unit	Daily Trip-Gen Rate	Pass-by Credit	Net Daily Trip-Gen Rate	Estimated % Square Footage	Weighted Average ADT's
			(A)	(B)	(C)=(A)*(1-B)	(D)	(E)=(C)*(D)
Shopping Center (>150k)	820	KSF	37.01	40%	22.21	40%	8.88
Convenience Store*	851	KSF	762.28	56%	335.40	11%	36.89
Fine Dining Restaurant	931	KSF	83.84	44%	46.95	15%	7.04
Fast-Food Restaurant	933	KSF	450.49	55%	202.72	5%	10.14
Automobile Sales (new vehicles)	840	KSF	27.84	0%	27.84	6%	1.67
Home Improvement Superstore	862	KSF	30.74	42%	17.83	15%	2.67
Drive-In Bank	912	KSF	100.35	35%	65.23	8%	5.22
Combined Rate						100.00%	72.52

* Pass-by rate taken from land use 945, Convenience Store/Gas Station

The Estimated % Square Footage is from the 2006 Nexus Study, Appendix E.

Table 4: Computation of Average Rate for Industrial Uses

Industrial Land Uses	ITE Code	Unit	Daily Trip-Gen Rate
General Light Industrial	110	KSF	4.96
Industrial Park	130	KSF	3.37
Manufacturing	140	KSF	3.93
Average Rate			4.09

Table 5: Computation of Average Rate for Warehouse/Self Storage Uses

Warehouse Uses	ITE Code	Unit	Daily Trip-Gen Rate
High-Cube Warehouse	154	KSF	1.40
Self Storage	151	KSF	1.45
Average Rate			1.43

Table 6: Computation of Average Rate for Lodging Uses

Lodging Land Uses	ITE Code	Unit	Daily Trip-Gen Rate
Hotel	310	Room	7.99
Business Hotel	312	Room	4.02
Motel	320	Room	3.35
Average Rate			5.12

Table 7: Trip-Generation Rates Used for Forecast of Traffic Growth

SCTMFP Land Use Code	ITE Code	Unit	Daily Trip-Gen Rate
Residential, Single Family	210	DU	9.44
Residential, Multi-Family	220	DU	6.74
Commercial, Retail	Mixed	KSF	72.52
Commercial, Office	710	KSF	10.84
Industrial	Mixed	KSF	4.09
Hospital/Medical	610	KSF	10.77
Warehouse/Self Storage	Mixed	KSF	1.43

Table 8: Growth in Trips Generated in Sacramento County

Development Type	Daily Trip-Gen Rate per Unit	Existing in 2022		Future Growth (2022-2039)	
		Number of Units	Daily Trips	Number of Units	Daily Trips
Residential, Single Family	9.44	362,022	3,417,491	42,050	396,952
Residential, Multi-Family	6.74	221,885	1,495,503	13,775	92,844
Commercial, Retail	72.52	94,445	6,849,004	2,764	200,441
Commercial, Office	10.84	57,936	628,026	1,964	21,290
Industrial	4.09	100,527	410,822	4,186	17,107
Hospital/Medical	10.77	8,538	91,954	2,793	30,081
Warehouse/Self Storage	1.43	23,319	33,229	971	1,384
Total Trips			12,800,845		760,097
Percent of Trips in 2039			94.4%		5.6%
Percent of DUs in 2039		91.3%		8.7%	

3.3 Volume-to-Capacity Ratios

For an impact fee to be collected, there must be a need for capacity improvements that are triggered by new development. Capacity deficiencies are identified using level of service (LOS) thresholds that are established in a jurisdiction's general plan. The LOS policies of the 7 jurisdictions in Sacramento County are shown in Table 9.

Table 9: LOS Policies of Jurisdictions in Sacramento County

Jurisdiction	LOS Policy
Sacramento County	"D" on rural roadways, "E" on urban roadways
City of Sacramento*	See note below
Elk Grove	Not explicitly stated, but target delay at signalized intersections corresponds to LOS "D"
Folsom	LOS "D", with some exceptions allowed
Rancho Cordova	LOS "D", with some exceptions allowed
Citrus Heights	LOS "E", with some exceptions allowed
Galt	LOS "C", except "D" within ¼ mile of SR-99 interchanges

*The City of Sacramento has adopted Traffic Impact Study Guidelines, which identify roadway volume service thresholds that approximate an equivalent LOS C/D threshold for roadway sizing.

As can be seen in Table 9, the predominant approach among Sacramento County jurisdictions is to maintain LOS "D" in most situations. This balances a reasonable degree of mobility with the need to keep the cost of infrastructure at an affordable level.

Table 10 shows the volume-to-capacity (V/C) ratio for the Measure A roadway projects that have not yet been constructed. The volumes assume that the forecast new growth occurs and the capacity assumes that no improvements are made to the roadway network. For context, a V/C ratio between 0.9 and 1.0 indicates LOS "E" and a V/C ratio greater than 1.0 indicates LOS "F." For every project on the list, new growth worsens the V/C ratio. And in every case but one, the V/C ratio would be worse than the acceptable threshold of 0.90, which is the upper limit of LOS "D". Based on these results, we determined that new development causes or contributes to the deficiencies triggering every project listed in Table 10 except for A25SC.

Table 10: Volume-to-Capacity Ratios for Measure A Road Projects

Project Name	STA Project #	Jurisdiction	Volume/Capacity Ratio	
			Existing	Existing + Growth
A. LOCAL ARTERIAL PROGRAM				
Antelope Road: Watt - Roseville Rd	A01SC	Sac County	1.31	1.32
Arden Way: ITS improvements Ethan Way-Fair Oaks Blvd	A05SC	Sac County	1.15	1.22
Bradshaw Road: Grant Line-Folsom Blvd	A06EG	Elk Grove	1.39	1.50
Bradshaw Road: Calvine-Old Placerville Rd	A08SC	Sac County	1.40	1.53
Elk Grove Blvd: Big Horn-Waterman	A11EG	Elk Grove	1.11	1.30
Folsom Blvd: Watt Ave. - Bradshaw Rd	A13SC	Sac County	1.01	1.04
I-5/SR 99/SR 50 Connector	A16JP1	CSCA JPA	1.09	1.26
Greenback Lane: (Fair Oaks Blvd – Main Ave) – Phase 1	A17SC	Sac County	1.01	1.03
Greenback Lane: (Fair Oaks Blvd – Main Ave) – Phase 2	A19SC	Sac County	1.12	1.16
Hazel Avenue: Phase 2 (Madison Ave - Placer Co. Line)	A22SC	Sac County	1.23	1.25
Madison Avenue: Phase 2 (Hazel Ave – Greenback Lane)	A25SC	Sac County	0.67	0.71
Madison Avenue: Phase 3 (Watt Ave – Sunrise Blvd)	A26SC	Sac County	1.44	1.48
S Watt/Elk Grove-Florin Road: Phase 2 (Folsom Blvd – Calvine	A28SC	Sac County	1.43	1.66
Sheldon Road: Elk Grove-Florin - Bradshaw	A30EG2	Elk Grove	0.98	1.17
Sunrise Blvd: Jackson Rd - Grant Line Rd	A31SC	Sac County	0.85	0.99
Sunrise Blvd: Madison Ave. - Gold Country Rd	A33SC	Sac County	1.17	1.22
Watt Ave: Antelope-Capital City Freeway	A37SC	Sac County	1.19	1.24
C. FREEWAY SAFETY AND CONGESTION RELIEF PROGRAM				
I-5 Bus/Carpool Lanes: Phase 1 from Elk Grove to US 50	A45CT1	Caltrans	1.05	1.17
I-5 Bus/Carpool Lanes: Phase 2 from US 50 to I-80	A45CT2	Caltrans	1.26	1.35
SR 50 Bus/carpool lanes (Sunrise to Downtown): Phase 2	A47CT	Caltrans	1.06	1.10
I-5/I-80 IC upgrade & carpool lane connector w/ carpool lanes	A51CT	Caltrans	1.05	1.11
Richards Blvd./I-5 interchange upgrade	A52CS	City of Sac	0.95	1.02
E. SMART GROWTH INCENTIVE PROGRAM				
I-5/SR 99/SR 50 Connector, \$5 million for the Cosumnes River Permanent Open Space Preserve	A16JP3	CSCA JPA	1.16	1.33
F. TRANSPORTATION PROJECT ENVIRONMENTAL MITIGATION PROGRAM				
I-5/SR 99/SR 50 Connector, \$5 million for the Cosumnes River Permanent Open Space Preserve	A16JP4	CSCA JPA	1.16	1.33

3.4 Project Cost Estimates

As can be seen in the Measure A project list in Table 11, since its passage, 19 Measure A projects have been completed and will need no further funding from the SCTMF Program. Additionally, 7 projects have been dropped from the list for one reason or another, and will also not need SCTMF Program funding.

Member agencies were asked to provide their most recent cost estimates for the remaining projects. These estimates, shown in Column A of Table 11, were developed in different years and were adjusted to reflect current construction prices. Per STA policy, this adjustment used the Engineering News Record Construction Cost Index (ENR CCI) overall annual average. Table 12 shows how the construction cost inflator was developed from the price indices for all 20 cities reported in ENR's survey of construction prices nationwide.

Table 11: Updated Project Costs

Project Name	STA Project #	Jurisdiction	Most Recent Cost Estimate	Year of Most Recent Cost Estimate	Cost Inflation Factor	Updated Project Cost
			(A)		(B)	(C) = (A)*(B)
A. LOCAL ARTERIAL PROGRAM						
Antelope Road: Watt - Roseville Rd	A01SC	Sac County	\$5,349,275	2019	1.18	\$6,333,993
Antelope Road: Roseville Rd - I-80	A02CH	Citrus Heights	Completed			
Antelope Road: I-80 - Auburn Blvd	A03CH	Citrus Heights	\$26,000,000	2022	1.03	\$26,702,045
Arden Way: ITS improvements Ethan Way-Fair Oaks Blvd	A05SC	Sac County	\$4,944,101	2009	1.56	\$7,706,291
Arden Way: ITS improvements Del Paso-Ethan Way	A04CS	City of Sac	Not Planned			
Bradshaw Road: Grant Line-Folsom Blvd	A06EG	Elk Grove	\$27,765,597	2022	1.03	\$28,515,317
Bradshaw Road: Calvine-Florin	A07SC	Sac County	Completed			
Bradshaw Road: Calvine-Old Placerville Rd	A08SC	Sac County	\$197,396,000	2009	1.56	\$307,677,965
Bruceville Road: Sheldon-Cosumnes River Blvd	A09CS	City of Sac	Not Planned			
Cosumnes River Blvd: I-5-Franklin Blvd	A10CS	City of Sac	Completed			
Elk Grove Blvd: Big Horn-Waterman	A11EG	Elk Grove	\$6,348,910	2022	1.03	\$6,520,342
Folsom Blvd: 65th-Watt	A12CS	City of Sac	Not Planned			
Folsom Blvd: Watt Ave. - Bradshaw Rd	A13SC	Sac County	\$40,698,159	2019	1.18	\$48,190,055
Folsom Blvd Streetscape: Phase 1 (Bradshaw to Sunrise)	A14RC1	Rancho Cordova	Completed			
Folsom Blvd Streetscape: Phase 2 (Bradshaw to Sunrise)	A14RC2	Rancho Cordova	Completed			
Folsom Bridge Crossing	A15FS	Folsom	Completed			
I-5/SR 99/SR 50 Connector	A16JP1	CSCA JPA	\$504,000,000	2022	1.03	\$517,608,881
I-5/SR 99/SR 50 Connector, \$5 million for the Cosumnes River Perm	A16JP2	CSCA JPA	Completed			
Greenback Lane: (Fair Oaks Blvd – Main Ave) – Phase 1	A17SC	Sac County	\$41,716,000	2022	1.03	\$42,842,405
Greenback Lane: (Fair Oaks Blvd – Main Ave) – Phase 2	A19SC	Sac County	\$68,500,035	2019	1.18	\$81,109,823
Greenback Lane: I-80-Manzanita Ave	A20SC	Sac County	\$15,000,000	2009	1.56	\$23,380,258
Greenback Lane: (West City Limit to Fair Oaks Blvd)	A18CH	Citrus Heights	Completed			
Hazel Avenue: Phase 1 (US 50 – Madison Ave)	A21SC	Sac County	Completed			
Hazel Avenue: Phase 2 (Madison Ave - Placer Co. Line)	A22SC	Sac County	\$83,121,000	2019	1.18	\$98,422,280
Hazel Avenue: (US Highway 50 – Folsom Blvd)	A23SC	Sac County	\$105,000,000	2022	1.03	\$107,835,183
Madison Avenue: Phase 1 (Sunrise Blvd – Hazel Ave)	A24SC	Sac County	\$30,381,000	2022	1.03	\$31,201,340
Madison Avenue: Phase 3 (Watt Ave – Sunrise Blvd)	A26SC	Sac County	\$90,411,746	2009	1.56	\$140,923,332
S Watt/Elk Grove-Florin Road: Phase 1 (Folsom Blvd – Calvine Rd)	A27SC	Sac County	\$53,000,000	2022	1.03	\$54,431,093
S Watt/Elk Grove-Florin Road: Phase 2 (Folsom Blvd – Calvine Rd)	A28SC	Sac County	\$180,111,556	2009	1.56	\$280,736,981
Elk Grove - Florin Rd (Calvine Rd - Elk Grove Blvd)	A29EG1	Elk Grove	Not Planned			
Elk Grove - Florin Rd (Calvine Rd - Sheldon Rd)	A29EG2	Elk Grove	\$2,495,550	2022	1.03	\$1,617,116
Elk Grove - Florin Rd (Calvine Road – Old Placerville Road)	A29EG3	Elk Grove	Not Planned			
Sheldon Road: Bruceville-Elk Grove-Florin	A30EG1	Elk Grove	Not Planned			
Sheldon Road: Elk Grove-Florin - Bradshaw	A30EG2	Elk Grove	8,551,924	2022	1.03	\$8,782,841
Sunrise Blvd: Jackson Rd - Grant Line Rd	A31SC	Sac County	\$33,883,638	2019	1.18	\$40,121,087
Sunrise Blvd: (Gold Country Road-Jackson Rd)**	A32RC	Rancho Cordova	Completed			
Sunrise Blvd: Madison Ave. - Gold Country Rd	A33SC	Sac County	\$43,518,800	2019	1.18	\$51,529,932
Sunrise Blvd: Phase 2 (Greenback Lane – Oak Ave)	A35CH	Citrus Heights	\$8,300,000	2022	1.03	\$8,524,115
Sunrise Blvd: Phase 1 (Oak Ave - Antelope Rd)	A34CH	Citrus Heights	Completed			
Sunrise Blvd: Phase 3 (Antelope Rd – City Limit)	A36CH	Citrus Heights	\$6,400,000	2022	1.03	\$6,572,811
Watt Ave: Antelope-Capital City Freeway	A37SC	Sac County	\$82,909,270	2019	1.18	\$98,171,573

Table 11: Updated Project Costs (continued)

Project Name	STA Project #	Jurisdiction	Most Recent Cost Estimate	Year of Most Recent Cost Estimate	Cost Inflation Factor	Updated Project Cost
			(A)		(B)	(C) = (A)*(B)
B. TRANSIT CAPITAL IMPROVEMENT PROGRAM						
Downtown Intermodal Station	A38CS	City of Sac	\$400,000,000	2023	1.00	\$400,000,000
LRT extension (Meadowview Rd. to Cosumnes Riv Blvd)	A39RT	SacRT	Completed			
Regional Rail Commuter Service	A40RT	SacRT	Not Planned			
LRT extension to Airport (planning/enviro/design only)	A41RT	SacRT	\$7,195,809	2022	1.03	\$7,390,108
LRT improvements in I-80 Corridor	A42RT	SacRT	Completed			
C. FREEWAY SAFETY AND CONGESTION RELIEF PROGRAM						
Bus/carpool ramp connection (SR-50E to SR-99S)	A43CT	Caltrans	\$300,000,000	2022	1.03	\$308,100,524
I-80 Bus/carpool lanes (I-5 to Capital City Fwy)	A44CT	Caltrans	Completed			
I-5 Bus/Carpool Lanes: Phase 1 from Elk Grove to US 50	A45CT1	Caltrans	Completed			
I-5 Bus/Carpool Lanes: Phase 2 from US 50 to I-80	A45CT2	Caltrans	\$90,000,000	2022	1.03	\$92,430,157
Ramp widenings for connectors between SR 50 and I-5	A46CT	Caltrans	\$300,000,000	2022	1.03	\$308,100,524
SR 50 Bus/carpool lanes (Sunrise to Downtown): Phase 1	A47CT	Caltrans	Completed			
SR 50 Bus/carpool lanes (Sunrise to Downtown): Phase 2	A47CT	Caltrans	\$128,000,000	2022	1.03	\$131,456,224
Central Galt/SR 99 interchange upgrade	A48GT	Galt	Completed			
Consumnes River Blvd./I-5 interchange upgrade	A49CS	City of Sac	Completed			
GrantLine Road/SR 99 interchange upgrades	A50EG	Elk Grove	Completed			
I-5/I-80 IC upgrade & carpool lane connector w/ carpool lanes	A51CT	Caltrans	\$177,000,000	2022	1.03	\$181,779,309
Richards Blvd./I-5 interchange upgrade	A52CS	City of Sac	\$115,000,000	2022	1.03	\$118,105,201
Sheldon Road/SR99 Interchange Upgrade	A53EG	Elk Grove	Completed			
Watt Ave/SR50 interchange upgrade	A54SC	Caltrans	Completed			
E. SMART GROWTH INCENTIVE PROGRAM						
Promotion of transit oriented development						
I-5/SR 99/SR 50 Connector, \$5 million for the Cosumnes River Permanent Open Space Preserve	A16JP3	CSCA JPA	\$5,000,000			\$5,000,000
F. TRANSPORTATION PROJECT ENVIRONMENTAL MITIGATION PROGRAM						
Environmental mitigation for Measure A transportation projects						
Open Space Acquisition						
Natural habitat preservation						
I-5/SR 99/SR 50 Connector, \$5 million for the Cosumnes River Permanent Open Space Preserve	A16JP4	CSCA JPA	\$5,000,000			\$5,000,000
Total for All Projects >						\$3,582,819,108

Table 12: Construction Cost Inflator

Year	ENR Construction Cost Index	Cost Inflator
	20-City Annual Average	
2009	8,570	1.56
2010	8,799	1.52
2011	9,070	1.47
2012	9,308	1.44
2013	9,547	1.40
2014	9,807	1.36
2015	10,035	1.33
2016	10,338	1.29
2017	10,737	1.24
2018	11,062	1.21
2019	11,281	1.18
2020	11,466	1.17
2021	12,133	1.10
2022	13,007	1.03
2023	13,358	1.00

4. Updated Fee Calculation

4.1 Consideration of Residential Floor Area

The State of California has instituted a new policy⁴ pertaining to fees on residential developments. California Government Code Section 66016.5(a)(5), which is new with the enactment of AB 602, states that,

- “(A) A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development. A local agency that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development.*
- (B) A nexus study is not required to comply with subparagraph (A) if the local agency makes a finding that includes all of the following:*
 - (i) An explanation as to why square footage is not an appropriate metric to calculate fees imposed on housing development project.*
 - (ii) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.*
 - (iii) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.*
- (C) This paragraph does not prohibit an agency from establishing different fees for different types of developments.”*

AB 602 applies to impact fee programs generally and was not tailored to fit circumstances specific to transportation impact fees. Web research revealed that there are currently no well-established sources for trip generation rates based on residential unit size. However, data on the number of persons per household can be obtained from the U.S. Census Bureau’s American Housing Survey, and data on the number of trips by household size is available from NCHRP Report 716, *Travel Demand Forecast: Parameters and Techniques*. This data was combined, as shown in Table 13, to estimate trip generation rates by residential unit size. The residential unit size categories were determined in coordination with the working group including the local agencies that have adopted the SCTMF Program. The data is based on single-family homes; the average size for a single-family home in Sacramento County is 2,255 sq. ft.

As can be seen in Table 13, although the trip generation rate is related to the size of the residence, it is not directly proportionate to the floor area, as is assumed in Section 66016.5(a)(5)(A). We recommend that STA therefore find, pursuant to Section 66016.5(a)(5)(B)(i), that it would not be appropriate to use square footage directly as the metric of traffic impacts for the purposes of the SCTMF Program. It should instead find, pursuant to Section 66016.5(a)(5)(B)(ii), that the data supports fees based on the relationships shown in the bottom row of Table 13 for new very small, small, medium-small, medium, and large-sized homes. It should further find, pursuant to Section 66016.5(a)(5)(B)(iii), that these relationships would ensure that smaller units would not be charged disproportionate fees compared to larger units.

⁴ Assembly Bill 602, signed into law in September 2021.

CGC Section 66016.5(a)(5)(C) allows agencies to establish different fees for different types of developments. As a matter of policy, STA determined that fees on multi-family housing should be set lower than those of single-family dwellings, in recognition of their low trip generation rates. The rates for multi-family and senior age-restricted housing were therefore calculated based on their respective daily trip-generation rates found in the ITE *Trip Generation Manual*. The average size for multifamily units in Sacramento County is less than 1,200 sq. ft., so the ITE rate for them, which represents the average unit, was used to compute the “Small” values for these dwelling types. The ratios between the trip-generation rates for the size categories are found in the bottom row of Table 13.

Table 13: Computation of Average Trip Generation by Dwelling Size Category

Persons per Household	Trips per Household	Total	Very Small			Small			Medium-Small			Medium			Large		
			≤ 800 sq.ft			801 to 1,200 sq.ft			1,201 to 1,600 sq.ft			1,601 to 2,400 sq.ft			> 2,400 sq.ft		
			Number of Units	Percent of Units	Trips	Number of Units	Percent of Units	Trips	Number of Units	Percent of Units	Trips	Number of Units	Percent of Units	Trips	Number of Units	Percent of Units	Trips
	(A)		(B)	(C)=(B)*Σ(B)	(D)=(A)*(C)	(E)	(F)=(E)*Σ(E)	(G)=(A)*(F)	(H)	(I)=(H)*Σ(H)	(J)=(A)*(I)	(K)	(L)=(K)*Σ(K)	(M)=(A)*(L)	(N)	(O)=(N)*Σ(N)	(P)=(A)*(O)
1	4.1	32,110	7,889	55%	2.26	8,648	36%	1.46	6,421	28%	1.15	6,264	20%	0.81	2,888	12%	0.50
2	8.2	40,531	3,737	26%	2.14	8,092	33%	2.74	8,027	35%	2.87	11,767	37%	3.04	8,908	38%	3.10
3	11.2	17,618	1,307	9%	1.02	3,449	14%	1.59	3,618	16%	1.77	5,546	17%	1.96	3,699	16%	1.76
4	16.1	15,389	834	6%	0.94	2,370	10%	1.57	2,837	12%	1.99	4,745	15%	2.41	4,602	20%	3.15
5	18.6	7,046	334	2%	0.43	1,078	4%	0.83	1,267	6%	1.03	2,205	7%	1.29	2,162	9%	1.71
6	18.6	2,625	106	1%	0.14	408	2%	0.31	485	2%	0.39	792	2%	0.46	834	4%	0.66
7+	18.6	1,476	97	1%	0.13	214	1%	0.16	277	1%	0.22	443	1%	0.26	445	2%	0.35
Total		116,795	14,305	100%	7.06	24,258	100%	8.67	22,933	100%	9.42	31,760	100%	10.22	23,539	100%	11.23
Average Persons per Household		2.07	1.64			1.94			2.06			2.19			2.30		
Trip-Gen Rate as a % of SFD Average			69%			85%			92%			100%			110%		

Sources: Column (A) - NCHRP Report 716, Columns (B), (E), and (H) - American Housing Survey, 2021 National Household Demographics

Notes: 1,601-2,400 sq.ft. is assumed to be the SFD Average unit size range, based on average size of single family homes in the United States from various sources including statista.com

Table 13 was then used to compute the dwelling unit equivalents (DUEs) for different sizes of single-family, multi-family, and senior age-restricted housing. As with single-family dwellings, the use of size categories accords with the intent of Section 66016.5(a)(5)(B)(iii) that smaller units are not charged disproportionate fees compared to larger units.

Table 14: Computation of DUEs by Size and Dwelling Type

Dwelling Type	ITE 11th Edition Trip-Gen Rate (Daily)	Average Unit as % of Average SFD Trip-Gen Rate	Dwelling Unit Equivalents				
			Very Small (≤ 800 sq.ft.)	Small (801-1200 sq.ft.)	Medium-Small (1,201-1,600 sq.ft.)	Medium (1,601-2,400 sq.ft.)	Large (>2,400 sq.ft.)
Single-Family Residential	9.44	100%	0.69	0.85	0.92	1.00	1.10
Single-Family Residential, Senior	4.31	46%	0.32	0.39	0.42	0.46	0.50
Multi-Family Residential	7.32	78%	0.63	0.78	0.84	0.91	1.01
Multi-Family Residential, Senior	3.24	34%	0.28	0.34	0.37	0.40	0.44

4.1.1 Accessory Dwelling Units (ADUs)

In addition to the considerations discussed above pursuant to AB 602, a separate piece of legislation, SB 13, passed in 2019, establishes a new system for assessing fees on accessory dwelling units (ADUs). It amended CGC Section 65852.2(3)(A)(f)(3) to read,

“A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.”

Based on this subsection, if an ADU is smaller than 750 square feet it is exempt from the SCTMF. Fees on ADUs larger than 750 square feet require a two-part calculation. First, the SCTMF that would be charged to the primary dwelling unit is calculated, then the fee on the ADU is computed based on the ratio of its floor area to the primary dwelling unit. For example, if the primary dwelling unit were 2,000 sq. ft. and would be charged a fee of \$800, then an ADU 1,000 sq. ft. in size on that property would be charged a fee of \$400 (50% of the size, so 50% of the fee).

4.2 Computing the Maximum Allowable Fee

The methodology used to update the fee schedule repeated the first nine steps in the previous nexus study as shown in Figure 2, except that all inputs were updated as described in Chapter 3 of this report.

Table 15 shows how the updated project costs from Table 11 were combined with the updated forecast for new growth from Table 8 to compute the maximum allowable project cost attributable to each vehicle trip generated by new development in Sacramento County. Additionally, Table 15 computes the maximum allowable cost per DUE, based on the Fee per New Vehicle Trip and the trip generation rate of a single-family home from Table 7. Table 15 also reflects that the SCTMF has already spent some funds for projects that are in development but are not yet complete. This reduces the amount of funding needed from future development.

Table 15: Calculation of Fee per New Vehicle Trip (for Roads) and Per New Dwelling Unit Equivalent (for Roads and Transit)

Project Class	Maximum Permissible SCTMF Funding	SCTMF Funding Already Spent	Maximum Permissible Future SCTMF Funding
	(A)	(B)	(C) = (A) - (B)
Total for Local Arterial Program	\$107,274,039	\$34,738,980	\$72,535,059
Total for Connectors and Carpool Lanes	\$57,224,537	\$870,874	\$56,353,663
Total for Local Freeway Interchange Projects	\$12,652,662	\$696,441	\$11,956,221
Total for All Roadway Projects >	\$177,151,238	\$36,306,295	\$140,844,943
Total Number of Vehicle Trips from Future Growth >			760,097
Fee per New Vehicle Trip >			\$185
Fee per New Dwelling Unit Equivalent (DUE) >			\$1,749
Total for All Transit Projects >	\$35,550,125	\$12,095,221	\$23,454,904
Forecast Number of New Dwelling Units >			55,825
Fee per New Dwelling Unit Equivalent (DUE) >			\$420

4.3 Recommended Fee by Land Use Category

The next step is to compute the maximum allowable fee for each unit of new development. For residential uses, this is done by multiplying the DUE rates for each dwelling size shown in Table 14 by the fee per new DUE shown in Table 15.

Table 16 shows both the maximum allowable and proposed fee schedule for residential developments after the size adjustments shown in Table 14 were applied. Per the Measure A Ordinance, fees for uses that are not the average single-family unit (medium size) “shall be proportionate to the trip generation rate of the affected land use relative to the trip generation rate of a single family *[sic]* unit.” The DUEs presented in Table 14 take into account the trip generation rates proportionate to the average single-family unit. Therefore, the proposed road cost per DUE and proposed fee per unit shown in Table 16 is calculated based on the current fee for the medium size single-family unit (equal to 1.00 DUE).

One notable feature of the table that is worth explaining is that the fees for multi-family dwellings (MFDs) increased more than the rates for single-family dwellings (SFDs). The reason is that trip generation rates for SFDs have decreased since 2006 as the average household size and the average number of working adults have declined for this housing type. On the other hand, the trip generation rate for MFDs has risen over the same period as fewer growing families have been able to move into SFDs due to affordability issues. The result is that MFDs have a relatively greater impact on roadway congestion than in the past.

The fees for non-residential developments are shown in Table 17. The cost per new trip generated from Table 15 was multiplied by the trip generation rates from Table 7 to produce the maximum allowable fee for each land use type. As stated previously, one of the purposes of this nexus study is to ensure that proposed fees are defensible. In other words, that the proposed fees are less than the maximum allowable fees.

The proposed fees, to comply with Measure A, are based on the escalated cost of \$1,000 per SFD originally established in 2006. Accordingly, the proposed SFD fee in 2023 dollars is \$1,574 per average SFD, which falls in the medium SFD size category in the revised fee schedule. Using the proposed fee per SFD (\$1,574 per unit) we can calculate the proposed cost per trip to be \$167 based on the daily trip generation rate for a single-family home (9.44). The proposed fee per unit is then calculated by multiplying the proposed cost per trip by the trip generation rate (column A). One noticeable aspect of Table 17 is that the percentage change in fee differs substantially for different development types. This arises from the fact that the trip generation rates for different land use categories have changed over time as travel behaviors and markets evolve.

Table 16: Fees for Residential Developments

Development Type	ITE Code	Dwelling Unit Equivalent (DUE)	Maximum Allowable Road Fee per DUE*	Maximum Allowable Transit Fee per DUE*	Total Maximum Allowable Fee per DUE*	Maximum Allowable Fee per Unit	Proposed Cost per DUE**	Proposed Fee per Unit	FY 24/25 Fee per Unit	Change in Fee	% Change in Fee
		(A)	(B)	(C)	(D)=(B)+(C)	(E)=(A)*(D)	(F)	(G)=(A)*(F)	(H)	(I)=(G)-(H)	(J)=(I)/(H)
Single-Family Residential	210										
Very Small (≤ 800 sq.ft.)		0.69	\$1,749	\$420	\$2,169	\$1,499	\$1,574	\$1,088	\$1,574	(\$486)	-31%
Small (801-1200 sq.ft.)		0.85	\$1,749	\$420	\$2,169	\$1,839	\$1,574	\$1,334	\$1,574	(\$240)	-15%
Medium-Small (1,201-1,600 sq.ft.)		0.92	\$1,749	\$420	\$2,169	\$2,000	\$1,574	\$1,451	\$1,574	(\$123)	-8%
Medium (1,601-2,400 sq.ft.)		1.00	\$1,749	\$420	\$2,169	\$2,169	\$1,574	\$1,574	\$1,574	\$0	0%
Large ($>2,400$ sq.ft.)		1.10	\$1,749	\$420	\$2,169	\$2,384	\$1,574	\$1,730	\$1,574	\$156	10%
Single-Family Residential, Senior	251										
Very Small (≤ 800 sq.ft.)		0.32	\$1,749	\$420	\$2,169	\$685	\$1,574	\$497	\$1,260	(\$763)	-61%
Small (801-1200 sq.ft.)		0.39	\$1,749	\$420	\$2,169	\$840	\$1,574	\$609	\$1,260	(\$651)	-52%
Medium-Small (1,201-1,600 sq.ft.)		0.42	\$1,749	\$420	\$2,169	\$913	\$1,574	\$663	\$1,260	(\$597)	-47%
Medium (1,601-2,400 sq.ft.)		0.46	\$1,749	\$420	\$2,169	\$990	\$1,574	\$719	\$1,260	(\$541)	-43%
Large ($>2,400$ sq.ft.)		0.50	\$1,749	\$420	\$2,169	\$1,089	\$1,574	\$790	\$1,260	(\$470)	-37%
Multi-Family Residential	220										
Very Small (≤ 800 sq.ft.)		0.63	\$1,749	\$420	\$2,169	\$1,371	\$1,574	\$995	\$1,101	(\$106)	-10%
Small (801-1200 sq.ft.)		0.78	\$1,749	\$420	\$2,169	\$1,682	\$1,574	\$1,221	\$1,101	\$120	11%
Medium-Small (1,201-1,600 sq.ft.)		0.84	\$1,749	\$420	\$2,169	\$1,829	\$1,574	\$1,327	\$1,101	\$226	21%
Medium (1,601-2,400 sq.ft.)		0.91	\$1,749	\$420	\$2,169	\$1,984	\$1,574	\$1,440	\$1,101	\$339	31%
Large ($>2,400$ sq.ft.)***		1.01	\$1,749	\$420	\$2,169	\$2,181	\$1,574	\$1,582	\$1,101	\$481	44%
Multi-Family Residential, Senior	252										
Very Small (≤ 800 sq.ft.)		0.28	\$1,749	\$420	\$2,169	\$607	\$1,574	\$440	\$943	(\$503)	-53%
Small (801-1200 sq.ft.)		0.34	\$1,749	\$420	\$2,169	\$745	\$1,574	\$540	\$943	(\$403)	-43%
Medium-Small (1,201-1,600 sq.ft.)		0.37	\$1,749	\$420	\$2,169	\$810	\$1,574	\$587	\$943	(\$356)	-38%
Medium (1,601-2,400 sq.ft.)		0.40	\$1,749	\$420	\$2,169	\$878	\$1,574	\$637	\$943	(\$306)	-32%
Large ($>2,400$ sq.ft.)***		0.44	\$1,749	\$420	\$2,169	\$965	\$1,574	\$700	\$943	(\$243)	-26%
Accessory Dwelling Units											
Very Small (<750 sq.ft.)		Exempt from fee									
Otherwise (>750 sq.ft.)		Fee is based on the ratio of the floor area of the ADU compared to the primary unit, times the fee that would be charged on the primary unit, if the primary unit was being newly built.									

* Maximum Allowable Cost and Fee Calculated for Nexus Study

** Proposed Road Cost per DUE is equal to the medium-sized single family dwelling unit fee for FY 24/25 to comply with Measure A.

*** No multi-family units of this size have been built in Sacramento County in the last 5 years

Note: For residential uses that are anticipated to have unique trip generation characteristics, such as those near transit or those with restricted parking, see Operating Protocols for fee calculation procedures.

Table 17: Updated Fees by Non-Residential Development Type

Development Type	ITE Code	Unit	Trip Generation Rate	Maximum Allowed Cost per Trip	Maximum Allowed Fee per Unit	Proposed Cost per Trip	Proposed Fee per Unit	FY 24/25 Fee per Unit	Change in Fee	% Change in Fee
			(A)	(B)	(C)=(A)*(B)	(D)	(E)	(F)	(G)=(E)-(F)	(H)=(G)/(F)
Office Use	710	KSF	10.84	\$185	\$2,009	\$167	\$1,807	\$1,890	(\$83)	-4%
Retail Use*		KSF	NA		\$2,624		\$2,361	\$2,362	(\$1)	0%
Industrial Use	110	KSF	4.96	\$185	\$919	\$167	\$827	\$1,260	(\$433)	-34%
Hotel/Motel	Mixed	sleeping room	5.12	\$185	\$949	\$167	\$854	\$912	(\$58)	-6%
Extended Stay Hotel/Motel	320	sleeping room	3.35	\$185	\$621	\$167	\$559	\$810	(\$251)	-31%
Hospital	610	KSF	10.77	\$185	\$1,996	\$167	\$1,796	\$2,639	(\$843)	-32%
Service Station**	944	Fuel Pump	20.64	\$185	\$3,825	\$167	\$3,442	\$2,047	\$1,395	68%
Supermarket*		KSF	NA		\$2,624		\$1,078.0	\$2,362	(\$1,284)	-54%
Warehouse/Self-Storage	Mixed	KSF	1.43	\$185	\$264	\$167	\$238	\$394	(\$156)	-40%
Assisted Living Facility	254	bed	2.60	\$185	\$482	\$167	\$434	\$454	(\$20)	-5%
Congregate Care	253	unit	2.21	\$185	\$410	\$167	\$368	\$333	\$35	11%
Child Day Care	565	Student	4.09	\$185	\$758	\$167	\$682	\$725	(\$43)	-6%
Private School (K-12)	532	Student	2.48	\$185	\$460	\$167	\$414	\$410	\$4	1%
Auto Repair/Body Shop*		KSF	NA		\$2,624		\$2,361	\$2,362	(\$1)	0%
Gym/Fitness Center*		KSF	NA		\$2,624		\$2,361	\$2,362	(\$1)	0%
Drive-through Car Wash*		KSF	NA		\$2,624		\$2,361	\$2,362	(\$1)	0%
All Other		Trip		\$185		\$167		\$167	(\$0)	0%

* Fee set by Board policy at 1.5 times the rate for Single-Family Dwellings for 1 KSF of retail

** Trip generation rate includes a reduction for pass-by trips, per ITE

4.4 Funding from Other Sources

As was discussed in the earlier sections, the SCTMF will provide only a portion of the funding required to implement the Measure A project list. The remainder must come from some other source. As is always the case with decades-long programs like the SCTMF, funding opportunities come and go with the passage of individual infrastructure funding acts, so there is always a degree of uncertainty regarding future funding. That said, the amount of grant funding provided to the Measure A projects that have been completed provides a general idea of grant funding that may be available in the future.

Table 18 shows the amount of grant funding used for individual projects that have now been completed. These have been grouped into four programs because the amount of grant funding often differs depending on the type of project. For example, Table 18 shows that local arterial projects have on average received 60% grant funding while transit capital improvements have received 80% grant funding.

Table 19 compares the amount of grant funding needed with the grant funding that has been historically available. In most cases, the amount needed and the amount received are roughly consistent. The sole exception is the Local Freeway Interchange Congestion Relief Upgrades program, where STA may need to seek additional funding from local jurisdictions if sufficient grant funding does not materialize.

4.4.1 Funding from Local Jurisdictions

Local funding (jurisdiction funding) is all funding identified for a project that is not grant funding or SCTMF funding. However, this may include Measure A sales tax funding.

Table 18: Grant Funding for Completed Measure A Projects

Primary Project	Sub Project	Total Project Cost	Third Party Grant Expenditures
A. LOCAL ARTERIAL PROGRAM			
Antelope Road Watt Ave to Auburn Blvd.	Roseville Rd. to I-80 Phase 1	12,397,000	6,200,000
Bradshaw Rd. Grantline Rd. to Folsom Blvd.	Calvine Rd. to Florin Rd. Phase 1	19,547,000	-
Folsom Blvd: 65th St. to Sunrise Blvd.	Bradshaw Rd. to Sunrise Blvd. Phase 1	4,759,152	3,659,000
	Bradshaw Rd. to Sunrise Blvd. Phase 2	14,667,761	10,805,860
	Bradshaw Rd. to Sunrise Blvd. Phase 3	6,836,770	2,724,000
	Bradshaw Rd. to Sunrise Blvd. Phase 4	5,062,000	4,838,000
	Bradshaw Rd. to Sunrise Blvd. Phase 5	6,100,000	5,500,000
Folsom Bridge Crossing	Folsom Bridge Crossing	145,851,098	100,152,288
Consumnes River Permanent Open Space Preserve	Consumnes River Permanent Open Space Preserve	5,000,000	-
Greenback Ln. I/80 to Auburn/Folsom Rd.	West City Limit to Fair Oaks Blvd.	19,176,000	16,188,000
Sunrise Blvd. Placer Co. to Grant Line Rd.	Folsom Blvd to White Rock Rd	7,735,000	-
Sunrise Blvd. Placer Co. to Grant Line Rd.	Oak Ave. to Antelope Rd. Phase 1	5,178,000	650,000
Sunrise Blvd. Placer Co. to Grant Line Rd.	Greenback Ln. to Oak Ave Phase 2	2,250,000	840,800
Local Arterial Program Total		254,559,781	151,557,948
Percent of Grant Funding			60%
B. TRANSIT CAPITAL IMPROVEMENT PROGRAM			
South Sac LRT Extension	South Sac LRT Extension	270,000,000	240,312,246
DNA LRT Extension	DNA LRT Extension	49,000,000	14,711,845
LRT I-80 Corridor Improvements	LRT I-80 Corridor Improvements	247,200	-
Rail Transit Improvements Total		319,247,200	255,024,091
Percent of Grant Funding			80%
C. FREEWAY SAFETY AND CONGESTION RELIEF PROGRAM			
I-80 I-5 to Capital City Freeway	I-80 I-5 to Capital City Freeway	63,259,688	62,537,000
Hwy 50 Bus/Carpool Lanes Sunrise Blvd. to Downtown	Sunrise Blvd. to Downtown Phase 1	100,406,202	67,612,969
Regional Bus/Carpool Lane Connectors/Extensions Total		163,665,890	130,149,969
Percent of Grant Funding			80%
LOCAL FREEWAY INTERCHANGE CONGESTION RELIEF UPGRADES			
Cosumnes Blvd. I-5 Interchange	Cosumnes Blvd. I-5 Interchange	85,315,164	31,009,376
Central Galt Interchange	Central Galt Interchange	50,641,711	13,962,875
Grantline Rd. Hwy 99 Interchange Upgrade	Grantline Rd. Hwy 99 Interchange Upgrade	77,400,000	-
Sheldon Rd. Hwy 99 Interchange Upgrade	Sheldon Rd. Hwy 99 Interchange Upgrade	73,470,838	20,801,000
Watt Ave. Hwy 50 Interchange	Watt Ave. Hwy 50 Interchange	38,318,000	26,962,680
Local Freeway Interchange Congestion Relief Upgrades Total		325,145,713	92,735,931
Percent of Grant Funding			29%

Table 19: Expected Grant Funding Needs for SCTMF-Funded Projects

Project Name	STA Project #	Jurisdiction	Updated Project Cost	% Attributable to Regional Growth	Maximum Permissible Fee Cost Based on % Attributable	Funding from Local Jurisdiction	Funding Needed from Other Sources
			(A)	(B)	(C)=(A)*(B)	(D)	(E)=(A)-(C)-(D)
A. LOCAL ARTERIAL PROGRAM							
Antelope Road: Watt - Roseville Rd	A01SC	Sac County	\$6,333,993	5.6%	\$354,704	\$2,066,509	\$3,912,780
Antelope Road: I-80 - Auburn Blvd	A03CH	Citrus Heights	\$26,702,045	5.6%	\$1,495,315	\$0	\$25,206,731
Arden Way: ITS improvements Ethan Way-Fair Oaks Blvd	A05SC	Sac County	\$7,706,291	5.6%	\$431,552	\$2,000,000	\$5,274,738
Bradshaw Road: Grant Line-Folsom Blvd	A06EG	Elk Grove	\$28,515,317	5.6%	\$1,596,858	\$11,933,654	\$14,984,805
Bradshaw Road: Calvine-Old Placerville Rd	A08SC	Sac County	\$307,677,965	5.6%	\$17,229,966	\$131,578,000	\$158,869,999
Elk Grove Blvd: Big Horn-Waterman	A11EG	Elk Grove	\$6,520,342	5.6%	\$365,139	\$4,886,659	\$1,268,544
Folsom Blvd: Watt Ave. - Bradshaw Rd	A13SC	Sac County	\$48,190,055	5.6%	\$2,698,643	\$13,673,000	\$31,818,412
I-5/SR 99/SR 50 Connector*	A16JP1	CSCA JPA	\$517,608,881	5.6%	\$28,986,097	\$25,000,000	\$463,622,783
Greenback Lane: (Fair Oaks Blvd – Main Ave) – Phase 1	A17SC	Sac County	\$42,842,405	5.6%	\$2,399,175	\$16,716,000	\$23,727,230
Greenback Lane: (Fair Oaks Blvd – Main Ave) – Phase 2	A19SC	Sac County	\$81,109,823	5.6%	\$4,542,150	\$45,750,000	\$30,817,673
Greenback Lane: I-80-Manzanita Ave	A20SC	Sac County	\$23,380,258	5.6%	\$1,309,294	\$5,000,000	\$17,070,964
Hazel Avenue: Phase 2 (Madison Ave - Placer Co. Line)	A22SC	Sac County	\$98,422,280	5.6%	\$5,511,648	\$58,121,000	\$34,789,632
Madison Avenue: Phase 1 (Sunrise Blvd – Hazel Ave)	A24SC	Sac County	\$31,201,340	5.6%	\$1,747,275	\$19,021,000	\$10,433,065
Madison Avenue: Phase 3 (Watt Ave – Sunrise Blvd)	A26SC	Sac County	\$140,923,332	5.6%	\$7,891,707	\$60,277,511	\$72,754,114
S Watt/Elk Grove-Florin Road: Phase 1 (Folsom Blvd – Calvine Rd)	A27SC	Sac County	\$54,431,093	5.6%	\$3,048,141	\$29,723,000	\$21,659,951
S Watt/Elk Grove-Florin Road: Phase 2 (Folsom Blvd – Calvine Rd)	A28SC	Sac County	\$280,736,981	5.6%	\$15,721,271	\$144,000,000	\$121,015,710
Sheldon Road: Elk Grove-Florin - Bradshaw	A30EG2	Elk Grove	\$8,782,841	5.6%	\$491,839	\$5,541,646	\$2,749,356
Sunrise Blvd: Jackson Rd - Grant Line Rd	A31SC	Sac County	\$40,121,087	5.6%	\$2,246,781	\$22,589,092	\$15,285,214
Sunrise Blvd: Madison Ave. - Gold Country Rd	A33SC	Sac County	\$51,529,932	5.6%	\$2,885,676	\$29,027,039	\$19,617,217
Sunrise Blvd: Phase 2 (Greenback Lane – Oak Ave)	A35CH	Citrus Heights	\$8,300,000	5.6%	\$464,800	\$0	\$7,835,200
Sunrise Blvd: Phase 3 (Antelope Rd – City Limit)	A36CH	Citrus Heights	\$6,400,000	5.6%	\$358,400	\$0	\$6,041,600
Watt Ave: Antelope-Capital City Freeway	A37SC	Sac County	\$98,171,573	5.6%	\$5,497,608	\$55,550,000	\$37,123,965
Total for Local Arterial Program			\$1,915,607,834		\$107,274,039	\$682,454,109	\$1,125,879,686
				Percent of Grant Funding Needed >		59%	
				Historical Level of Grant Funding >		60%	
C. FREEWAY SAFETY AND CONGESTION RELIEF PROGRAM							
Bus/carpool ramp connection (SR-50E to SR-99S)	A43CT	Caltrans	\$308,100,524	5.6%	\$17,253,629		\$290,846,895
I-5 Bus/Carpool Lanes: Phase 2 from US 50 to I-80	A45CT2	Caltrans	\$92,430,157	5.6%	\$5,176,089	\$8,500,000	\$78,754,068
Ramp widenings for connectors between SR 50 and I-5	A46CT	Caltrans	\$308,100,524	5.6%	\$17,253,629		\$290,846,895
SR 50 Bus/carpool lanes (Sunrise to Downtown): Phase 2	A47CT	Caltrans	\$131,456,224	5.6%	\$7,361,549		\$124,094,675
I-5/I-80 IC upgrade & carpool lane connector w/ carpool lanes	A51CT	Caltrans	\$181,779,309	5.6%	\$10,179,641	\$0	\$171,599,668
Total for Connectors and Carpool Lanes			\$1,021,866,739		\$57,224,537	\$8,500,000	\$956,142,201
				Percent of Grant Funding Needed >		94%	
				Historical Level of Grant Funding >		80%	

Table 19: Expected Grant Funding Needs for SCTMF-Funded Projects (continued)

Project Name	STA Project #	Jurisdiction	Updated Project Cost	% Attributable to Regional Growth	Maximum Permissible Fee Cost Based on % Attributable	Funding from Local Jurisdiction	Funding Needed from Other Sources
			(A)	(B)	(C)=(A)*(B)	(D)	(E)=(A)-(C)-(D)
Local Freeway Interchange Congestion Relief Upgrades							
Richards Blvd./I-5 interchange upgrade	A52CS	City of Sac	\$118,105,201	5.6%	\$6,613,891	\$25,000,000	\$86,491,310
Hazel Avenue: (US Highway 50 – Folsom Blvd)	A23SC	Sac County	\$107,835,183	5.6%	\$6,038,770	\$71,456,000	\$30,340,413
Total for Local Freeway Projects			\$225,940,384		\$12,652,662	\$96,456,000	\$116,831,723
				Percent of Grant Funding Needed >		52%	
				Historical Level of Grant Funding >		29%	
B. TRANSIT CAPITAL IMPROVEMENT PROGRAM							80%
Downtown Intermodal Station	A38CS	City of Sac	\$400,000,000	8.7%	\$34,905,242	\$12,000,000	\$353,094,758
LRT extension to Airport (planning/enviro/design only)	A41RT	SacRT	\$7,390,108	8.7%	\$644,884	\$0	\$6,745,225
Total for All Transit Projects >			\$407,390,108		\$35,550,125	\$12,000,000	\$359,839,983

* The project cost for this project includes projects A16JP3 and A16JP4, which are mitigation components for project A16JP1.

Percent of Grant Funding Needed > 88%

Historical Level of Grant Funding > 80%

5. Mitigation Fee Act Findings

The Mitigation Fee Act, as set forth in the California Government Code Sections 66000 through 66008, establishes the framework for mitigation fees in the State of California. The Act requires agencies to make five findings with respect to a proposed fee. These are described in the sections below.

5.1 Purpose of the Fee

Identify the purpose of the fee

The Sacramento County Transportation Mitigation Fee is imposed on new development to ensure that it pays its fair share of roadway improvements, the need for which is triggered in whole or in part by new development.

5.2 Use of Fee Revenues

Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified

The projects to be funded through the SCTMF were approved by the voters of Sacramento County through Measure A. The projects expected to receive SCTMF revenues in the future are listed in Table 19.

5.3 Use/Type-of-Development Relationship

Determine the reasonable relationship between the fee's use and the type of development project on which the fees are imposed

To determine the “use” relationship, the development being assessed an impact fee must be reasonably shown to derive some use or benefit from the facility being built using the fee. In the case of the SCTMF, the projects to be funded were selected because they performed a regional function and the need for the project was at least partially attributable to new development. The growth in vehicle trips and the increases in congestion at project sites (see Table 10) are evidence that new development contributes to the need for roadway improvements.

The fact that the projects that will be funded by the SCTMF are high-priority roads and transit means that all of the county's new residents and businesses will benefit in important ways from the maintenance of a reasonable level of service. Most drivers in the new developments can be expected to use these roads regularly, and those that do not will nevertheless benefit because good traffic conditions on the SCTMF-funded roads will keep drivers from diverting to other roads and causing congestion in other parts of the county. Even residents or workers in the new developments who do not drive at all will benefit from access to goods and services made possible in part by the serviceability of the county road network.

5.4 Need/Type-of-Development Relationship

Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed

To determine the “need” relationship, the facilities to be financed must be shown to be needed at least in part because of the new development. This was determined by analyzing the forecast traffic demand with the expected degree of new development and comparing that with the demand without

new development. As is shown in Table 10, all of the projects that will receive SCTMF money are designed to address capacity deficiencies due at least in part to new development.

5.5 Proportionality Relationship

Determine how there is a reasonable relationship between the fee's amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed

The "proportionality" relationship requires rough proportionality between the fee charged to each type of development and the cost of the facility being financed. In the case of the SCTMF, the differences in the traffic generated by different types of development were factored into the fee to be charged for each type, as described in Table 17. Within each land use category, the size of the project, i.e. the number of dwelling units constructed or size of the building, is accounted for in assessing the fee. This ensures that projects that generate a lot of traffic and therefore have a greater traffic impact will pay more than other projects that have less impact.

5.6 Residential Floor Area

CGC§ 66016.5(a)(5)(B): A nexus study is not required to comply with subparagraph (A) if the local agency makes a finding that includes all of the following:

- (i) An explanation as to why square footage is not an appropriate metric to calculate fees imposed on a housing development project.*
- (ii) An explanation that an alternative basis of calculating the fee bears a reasonable relationship between the fee charged and the burden posed by the development.*
- (iii) That other policies in the fee structure support smaller developments, or otherwise ensure that smaller developments are not charged disproportionate fees.*

CGC§ 66016.5(a)(5) subparagraph (A), which is new as part of AB 602, requires fees on housing development to be proportionate to the square footage of proposed units of the development unless the agency chooses to make the three findings described above. During the course of this study, we found that while the traffic impacts from residential developments are related to the floor area of the unit, the relationship is not one of direct proportionality. We therefore recommend that STA make the following findings with respect to the SCTMF Program:

- That square footage, applied as a direct proportion, is not an appropriate metric for calculating traffic impact fees for residential developments, based on substantial evidence showing that the number of vehicle trips generated by residential units is not directly proportional to the floor area (see Table 13).
- That an alternative basis of calculating traffic impact fees, based on the expected number of trips generated by very small, small, medium-small, medium, and large units, but not directly proportional to floor area, would bear a reasonable relationship between the fee charged and the burden posed by the development. This alternative method is supported by substantial evidence from the American Housing Survey and the National Cooperative Highway Research Program (NCHRP).
- That the differences in trip generation characteristics between single-family residences, multi-family residences, mobile homes in mobile home parks, and age-restricted senior residences, as determined through surveys collected by the Institute of Transportation Engineers, justify using separate fee levels for these different types of units.
- That differentiating between very small, small, medium-small, medium, and large units within each category of housing would ensure that smaller developments are not charged fees disproportionate to their traffic impacts.



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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 AMENDED AGREEMENT ON OPERATING PROTOCOLS FOR THE SACRAMENTO COUNTYWIDE TRANSPORTATION MITIGATION DEVELOPMENT IMPACT FEE PROGRAM

WHEREAS, the New Measure A Transportation Sales Tax approved by the County voters in 2004 called for the implementation of a Sacramento Countywide Transportation Mitigation Development Impact Fee Program, so that new development paid its fair share of the costs of the transportation improvements included in the Measure A Expenditure plan; and

WHEREAS, the City of Rancho Cordova was required to implement the Sacramento County Transportation Mitigation Fee Program SCTMFP, also referred to as the Measure A Fee, as a condition of receiving New Measure A sales tax revenues, in accordance with the provisions of AB 1600, and the fees went into effect on April 1, 2009; and

WHEREAS, Sacramento Transportation Authority (STA) staff developed an Agreement on Operating Protocols to apply to all jurisdictions in the County, regarding the obligation to impose, collect, account, and remit the Measure A development impact fees to STA which was approved by the STA Board on August 28, 2008; and

WHEREAS, STA staff coordinated with local jurisdictions to prepare a technical amendment to the Agreement on Operating Protocols in order to update the fee rate schedule to accommodate specific types of land development and which Agreement on Operating Protocols (December – 2008) was executed by the City Manager on February 4, 2009; and

WHEREAS, in August 2014, the STA Board approved updates to the SCTMFP Fee Schedule to accommodate additional land use categories, a reduced rate for Retail uses, and a “normalized” rate for land uses not specifically listed on the schedule which Agreement on Operating Protocols (Amended – August 2014) was executed by the City Manager on September 24, 2014; and

WHEREAS, on August 27, 2015, the STA Board adopted a resolution to amend the SCTMFP Operating Protocols Agreements with the County and each city to accommodate “prior-use” trips in the development fee calculation, which Agreement on Operating Protocols (Amended – August 2015) was executed by the City Manager on January 27, 2016; and

WHEREAS, on June 13, 2024, the STA Governing Board adopted Resolution No. 24-0005 approving the 2024 Sacramento Countywide Transportation Mitigation Fee Program Nexus Study (“2024 SCTMFP Nexus Study”) with additional land use categories, updated fee amounts and new residential fee structures to align with Assembly Bill No. 602 requirements for fees to be proportional to square footage categories with the new updated rates to be effective January 1, 2025; and

WHEREAS, on August 8, 2024 the STA Governing Board adopted Resolution No. 24-0006 approving an amended Operating Protocols Agreement to utilize the updated

SCTMFP fee rates and the 2024 SCTMFP Nexus Study which now includes additional exemptions for ADUs less than 750 square feet, excludes development projects intended for public uses by the County or a City, and has fee reductions for developments in infill areas or with reduced parking availability and transit oriented development.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council does hereby authorize the City Manager, or his designee, to execute the Operating Protocols Agreement (Amended – August 2024), with the STA.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEASURE A
SACRAMENTO COUNTYWIDE TRANSPORTATION MITIGATION FEE PROGRAM
AGREEMENT ON OPERATING PROTOCOLS
Amended – August 2024

This amended Agreement on Operating Protocols for the Sacramento Countywide Transportation Mitigation Fee Program (Agreement) is made by and between the Sacramento Transportation Authority (STA) and the Entity's Name (Entity).

RECITALS

- A. Sacramento Transportation Authority Ordinance No. STA-04-01 (Ordinance) imposes a one-half of one percent retail transactions and use tax that is statutorily dedicated for transportation planning, design, construction, operation, and maintenance in Sacramento County.
- B. The Ordinance establishes the 30-year Sacramento Countywide Transportation Mitigation Fee Program ("SCTMFP"), to be implemented by the County and each incorporated city during the period April 1, 2009 through March 31, 2039.
- C. The Ordinance provides that the County and each incorporated city must, as a condition of receiving its allocation of local street and road maintenance formula funds from the retail transactions and use tax revenues, adopt the 30-year SCTMFP Fee (Fee) for the period April 1, 2009 through March 31, 2039 in accordance with guidelines adopted by the Sacramento Transportation (STA) Governing Board.
- D. The SCTMFP Fee schedule shall be uniform throughout the unincorporated and incorporated areas of the County.
- E. The Entity has acknowledged its obligations imposed by the SCTMFP.
- F. The Entity began implementing the SCTMFP Fee on April 1, 2009 and must remit the SCTMFP Fee revenues to the STA within 60 days of the end of each six-month period ending June 30 and December 31 of each year.
- G. The STA shall reallocate the SCTMFP Fee revenues to local jurisdictions to be expended on Measure A capital projects in the impacted areas where the fees were generated in accordance with the SCTMFP and the Measure A Capital Allocation Plan.
- H. STA Resolution STA-2006-006 adopting the Sacramento Transportation Mitigation Fee Program (SCTMFP) Nexus Study and Setting SCTMFP Fee Rates Effective April 1, 2009, provides that protocols related to SCTMFP Fee implementation issues, including but not limited to, required dates of Fee remittances to STA and documentation to be submitted by each participating agency, shall be established by future resolution of the STA and contracts between the STA and the participating agencies.

- I. STA Resolution STA-2024-005 adopted the 2024 Sacramento Transportation Mitigation Fee Program (SCTMFP) Nexus Study and Set Updated SCTMFP Fee Rates Effective January 1, 2025.
- J. This Agreement, as amended, when approved by resolution of the STA and executed by the Entity, shall constitute the current protocols related to SCTMFP Fee implementation.
- K. This amended Agreement is uniform among the County and all incorporated cities.
- L. This Amended Agreement replaces and supersedes the prior version of the Agreement in its entirety.

NOW, THEREFORE, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 “AB 602” means the act to amend Sections 65940.1 and 66019 of, and to add Section 66016.5 to, the State of California Government Code (CGC), and to add Section 50466.5 to the Health and Safety Code, relating to land use, development impact fees, and impact fee nexus studies.
- 1.2 “AB 1600” means the Mitigation Fee Act set forth in the CGC Sections 66001 – 66025.
- 1.3 “Accessory Dwelling Unit” (ADU) means an attached or detached permanent dwelling unit that provides complete independent living facilities (permanent provisions for living, sleeping, eating, cooking, and sanitation) for one or more persons and which is located on a lot with a proposed or existing primary dwelling.
- 1.4 “Affordability requirement” means a requirement imposed as a condition of a development of residential units, that the development includes a certain percentage of the units affordable for rent or sale to households with incomes that do not exceed the limits for moderate-income, lower income, very low income, or extremely low income households specified in Sections 50079.5, 50093, 50105, and 50106 of the Health and Safety Code, or an alternative means of compliance with that requirement including, but not limited to, in-lieu fees, land dedication, off-site construction, or acquisition and rehabilitation of existing units.
- 1.5 “Development Project” or “Project” shall have the same meaning as provided in CGC Section 66000(a), as such section may be amended from time to time.

- 1.6 “Executive Director” means the Executive Director of the Sacramento Transportation Authority.
- 1.7 “Expenditure Plan” means the Sacramento County Measure A Transportation Expenditure Plan 2009-2039 that was adopted as part of the Ordinance.
- 1.8 “Governing Board” means the Governing Board of the Sacramento Transportation Authority.
- 1.9 “Housing Development” means a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.
- 1.10 “Independent Taxpayer Oversight Committee” means the committee appointed by the STA Governing Board as required by the Ordinance to supervise Measure A fiscal and performance audits regarding the use of all sales tax funds and to provide independent review to ensure that all Measure A funds are spent in accordance with the provisions of the Ordinance.
- 1.11 “Industrial Use” means any Development Project that involves manufacturing, transportation, logistics, or similar uses.
- 1.12 “Measure A” or “the Ordinance” means Sacramento Transportation Authority Ordinance No. STA-04-01.
- 1.13 “Multi-Family Residential Use” means any Development Project that uses a single parcel for two or more dwelling units within one or more buildings, including duplexes, townhouses, condominiums, and apartments, but excluding an Accessory Dwelling Unit.
- 1.14 “Normalized cost per trip” means the medium-sized single family residential fee rate per Section 2.1 divided by the average weekday trip generation rate for a single family residence (9.44) per the Institute of Transportation Engineers (ITE) *Trip Generation Manual (11th Ed.)*. The normalized cost per trip is \$167 and will be adjusted annually per Section 2.2.
- 1.15 “Office Use” means any Development Project that involves business activities, associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal and medical offices, personal services, or similar uses.

- 1.16 "Participating Agencies" means the County of Sacramento, the City of Citrus Heights, the City of Elk Grove, the City of Folsom, the City of Galt, the City of Isleton, the City of Rancho Cordova, and the City of Sacramento. Each may be referred to individually as "Participating Agency."
- 1.17 "Retail Use" means any Development Project that involves retailing of merchandise, generally without transformation, retail food services, and rendering services incidental to the sale of merchandise at a fixed point of sale.
- 1.18 "Sacramento Countywide Transportation Mitigation Fee Program" or "SCTMFP" means the 30-year transportation mitigation fee program established by the Ordinance.
- 1.19 "SCTMFP Fee" or "Fee" means the fee imposed pursuant to the SCTMFP.
- 1.20 "Senior Residential Use" means any Development Project that qualifies as housing for older persons pursuant to CGC Section 12955.9.
- 1.21 "Single Family Residential Use" means any Development Project that uses a single parcel for only one residential dwelling unit. "Single Family Residential Use" also includes any Development Project that involves one primary dwelling and one Accessory Dwelling Unit on a single lot.
- 1.22 "Transit station" has the meaning set forth in paragraph (4) of subdivision (b) of CGC Section 65460.1. That definition reads as follows, "transit station" means a rail or light-rail station, ferry terminal, bus hub, or bus transfer station." "Bus hub" and "bus transfer station" are defined as:
- a) "Bus hub" means an intersection of three or more bus routes, with a minimum route headway of 10 minutes during peak hours.
 - b) "Bus transfer station" means an arrival, departure, or transfer point for the area's intercity, intraregional, or interregional bus service having permanent investment in multiple bus docking facilities, ticketing services, and passenger shelters.
- "Transit station" includes planned transit stations otherwise meeting this definition whose construction is programmed to be completed prior to the scheduled completion and occupancy of the housing development.
- 1.23 "Weekday trip generation per ITE" means a technically supportable methodology based on the ITE *Trip Generation Manual* to calculate the expected average weekday trip generation based on the type(s) and size of new land use set forth in the development application."

2.0 UNIFORM FEE

- 2.1 Uniform Fee. Effective January 1st, 2025, the Entity shall collect the applicable uniform SCTMFP Fee, as amended, for each Development Project occurring within the Entity's jurisdiction. The applicable Fee for each use is as follows:

Single-Family Residential

Very Small (≤800 sq.ft.)	\$1,088	per unit
Small (801-1,200 sq.ft.)	\$1,334	per unit
Medium-Small (1,201-1,600 sq.ft.)	\$1,451	per unit
Medium (1,601-2,400 sq.ft.)	\$1,574	per unit
Large (>2,400 sq.ft.)	\$1,730	per unit

Single-Family Residential, Senior

Very Small (≤800 sq.ft.)	\$497	per unit
Small (801-1,200 sq.ft.)	\$609	per unit
Medium-Small (1,201-1,600 sq.ft.)	\$663	per unit
Medium (1,601-2,400 sq.ft.)	\$719	per unit
Large (>2,400 sq.ft.)	\$790	per unit

Multi-Family Residential

Very Small (≤800 sq.ft.)	\$995	per unit
Small (801-1,200 sq.ft.)	\$1,221	per unit
Medium-Small (1,201-1,600 sq.ft.)	\$1,327	per unit
Medium (1,601-2,400 sq.ft.)	\$1,440	per unit
Large (>2,400 sq.ft.)	\$1,582	per unit

Multi-Family Residential, Senior

Very Small (≤800 sq.ft.)	\$440	per unit
Small (801-1,200 sq.ft.)	\$540	per unit
Medium-Small (1,201-1,600 sq.ft.)	\$587	per unit
Medium (1,601-2,400 sq.ft.)	\$637	per unit
Large (>2,400 sq.ft.)	\$700	per unit

Accessory Dwelling Units

Very Small (<750 sq.ft.)	Exempt from fee
Otherwise (>750 sq.ft.)	Fee is based on the ratio of the floor area of the ADU compared to the primary unit, times the fee that would be charged on the primary unit, if the primary unit was being newly built.

Office Use	\$1,807	1,000 square feet
Retail Use	\$2,361	1,000 square feet
Industrial Use	\$827	1,000 square feet
Hotel/Motel	\$854	sleeping room
Extended Stay Hotel/Motel	\$559	sleeping room
Hospital	\$1,796	1,000 square feet

Service Station	\$3,442	Fuel Pump
Supermarket	\$1,078	1,000 square feet
Warehouse/Self-Storage	\$238	1,000 square feet
Assisted Living Facility	\$434	bed
Congregate Care	\$368	unit
Child Day Care	\$682	Student
Private School (K-12)	\$414	Student
Auto Repair/Body Shop	\$2,361	1,000 square feet
Gym/Fitness Center	\$2,361	1,000 square feet
Drive-through Car Wash	\$2,361	1,000 square feet
Normalized Cost per Trip (All Other Uses)	\$167	Per Weekday Trip

Notes:

1. *For developments that do not fall into the land use categories above, the normalized cost per trip rate should be used to determine the fee based on the daily trips generated by the development.*
2. *For mixed-use developments, see Item 2.3 for fee calculation procedures.*
3. *For developments that are anticipated to have reduced trip generation characteristics, such as those in infill areas or those with restricted parking, see Item 2.4 for fee calculation procedures.*
4. *For developments in proximity to transit, see Item 2.5 for fee calculation procedures.*

- 2.2 Annual Adjustment. The STA shall annually adjust the SCTMFP Fee schedule to reflect change in construction costs based on the McGraw-Hill Engineering News Record (ENR) 20-City Construction Cost Index. The adjustment will take effect July 1, and STA shall notify the Entity of the required annual adjustment at least 60 days in advance of the effective date.
- 2.3 Calculation of Fee for Mixed Use Projects. For Projects that include two or more different types of uses, the amount of the fee imposed on the entire Development Project shall be proportionally determined based on the relative footprint associated with the various uses.
- 2.4 Reduced Fees for Reduced Trip Generation. Developments in infill areas or with reduced parking availability, as defined by the Entity, may be subject to reduced fees at the discretion of the Entity. The Entity shall provide the rationale for reduced fees based on a supporting Traffic Study stamped by a licensed Traffic Engineer or Civil Engineer.
- 2.5 Fees for Transit Oriented Development. In accordance with the CGC Section 66005.1, the SCTMFP must provide for an adjustment of the fee for developments that meet certain characteristics typically associated with a Transit Orient Development (TOD). To qualify for the reduction, a development must have all of the following characteristics (see CGC Section 66005.1.(a)):

- a) Be a housing development located within one-half mile of a transit station with direct access between the housing development and the transit station along a barrier-free walkable pathway not exceeding one-half mile in length.
- b) Convenience retail uses, including a store that sells food, are located within one-half mile of the housing development.
- c) The housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.

Additionally, pursuant to CGC 66005.1(b), if a housing development does not satisfy the characteristics in subdivision (a) per above, the local agency may charge a fee that is proportional to the estimated rate of automobile trip generation associated with the housing development.

Residential units satisfying the requirements for this reduction shall have their fee lowered based on a Traffic Study, stamped by a licensed Traffic or Civil Engineer, which demonstrates the lower rate of automobile trip generation associated with a TOD and other similar types of development compared to developments without these characteristics. STA may provide a standard TOD reduction based on studies related to TODs. The applicant could then either use the standard reduction or provide a project-specific study for STA staff to review.

For example, within Sacramento County, a transit station could include, but is not limited to, the Zinfandel Station, Franklin Station, Consumnes River Light Rail Station, and Sacramento Valley Station which serves Amtrak, Bus, and Light Rail (Sacramento Regional Transit), and the future Valley Rail station in midtown Sacramento.

3.0 ENTITY OBLIGATIONS.

- 3.1 Obligations prior to January 1, 2025. The Entity shall take all necessary steps required by applicable law, including but not limited to CGC 66000 et seq., to enable implementation of the SCTMFP Fee no later than January 1, 2025. This includes advance noticing requirements for and the adoption of such fees by the Entity via a public hearing, as described below:

CGC § 66016.5(a)(7): All studies shall be adopted at a public hearing with at least 30 days' notice, and the Entity shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing.

CGC § 66016.6(a): Prior to levying a new fee or capacity charge, a local agency shall evaluate the amount of the fee or capacity charge. The

evaluation shall include evidence to support that the fee or capacity charge does not exceed the estimated reasonable cost of providing service, in accordance with Section 66013. (b) All information constituting the evaluation shall be made publicly available at least 14 days prior to a meeting held in accordance with subdivision (a) of Section 66016.

Failure to meet such legal requirements shall not exempt the Entity from the requirement that SCTMFP Fees be collected as a prerequisite to the Entity's receipt of Measure A local street and road maintenance formula funds.

- 3.2 Ongoing Obligations. The Entity shall take all necessary steps required by applicable law for posting the fee schedule, annual fee reports, nexus studies, and total amount of fees collected, to its internet website, pursuant to CGC 65940.1, which states:

(1) A city, county, or special district that has an internet website shall make all of the following available on its internet website, as applicable:

(A)(i) A current schedule of fees, exactions, and affordability requirements imposed by that city, county, or special district, including any dependent special districts, as defined in Section 56032.5, of the city or county applicable to a proposed housing development project.

(ii) The city, county, or special district shall present the information described in clause (i) in a manner that clearly identifies the fees, exactions, and affordability requirements that apply to each parcel.

(iii) The city, county, or special district shall post a written fee schedule or a link directly to the written fee schedule on its internet website.

(B) All zoning ordinances and development standards adopted by the city or county presenting the information, which shall specify the zoning, design, and development standards that apply to each parcel.

(C) The list required to be compiled pursuant to Section 65940 by the city or county presenting the information.

(D) The current and five previous annual fee reports or the current and five previous annual financial reports, that were required pursuant to subdivision (b) of Section 66006 and subdivision (d) of Section 66013.

(E) An archive of impact fee nexus studies, cost of service studies, or equivalent, conducted by that city, county, or special district on or after January 1, 2018. For purposes of this subparagraph, "cost of service study" means the data provided to the public pursuant to subdivision (a) of Section 66016.

(2) A city, county, or special district shall update the information made available under this subdivision within 30 days of any changes.

(3) (A) A city or county shall request from a development proponent, upon issuance of a certificate of occupancy or the final inspection, whichever occurs last, the total amount of fees and exactions associated with the project for which the certificate was issued. The city or county shall post this information on its internet website and update it at least twice per year.

(B) A city or county shall not be responsible for the accuracy for the information received and posted pursuant to subparagraph (A). A city or county may include a disclaimer regarding the accuracy of the information posted on its internet website under this paragraph.

4.0 COLLECTION OF SCTMFP FEES

4.1 Collection of Fees.

- a. The Entity shall collect SCTMFP Fees at the time of issuance of a final building permit for a Development Project, at the same time it collects its own fees, or as otherwise required or permitted pursuant to CGC Section 66007.
- b. The amount of the SCTMFP Fees shall reflect the Fee schedule in effect at the time of assessment.
- c. SCTMFP Fees shall not be waived or deferred except as provided herein.

4.2 Payment by all Development Projects. Except as otherwise expressly provided by this Amended Agreement, the SCTMFP Fee shall be payable by all Development Projects within the jurisdiction of the Entity for which building permits are issued on or after April 1, 2009.

4.3 Fee Reduction Determinations. Determinations by the Entity to reduce the fee pursuant to Sections 2.3, 2.4, 2.5 or 4.5 shall be subject to STA oversight and guidance as described herein. In semi-annual reports to the STA Executive Director, the Entity shall identify each project, if any, that has been granted a fee reduction and the amount of discounted fees. The

decisions of the Entity as to fee reductions under this provision shall also be subject to audit by the STA.

The STA Executive Director reserves the right to review the grant of a fee reduction by a local jurisdiction under this provision in circumstances where the above requirements are not clearly met, although the STA Executive Director may not exercise any direct jurisdiction or action in a particular fee protest between Entity and payor pursuant to CGC Section 66020. In the event of a fee protest pursuant to CGC Section 66020, the local jurisdiction shall make the final determination with respect to application of the fee and any potential fee reductions. The Executive Director may subsequently review the fee reduction and, following consultation with Entity, determine, in the Executive Director's reasonable discretion, that a fee reduction was not supported under the SCTMFP protocols or applicable law and that a corresponding amount of SCTMFP revenue shall be withheld from Entity. The Executive Director's decision shall have no effect on the amount of the fee charged by Entity to the payor.

At the request of the Entity, the STA Executive Director may resolve questions of interpretation regarding this policy. At the time the fee reductions are assessed, the Entity may request guidance from the STA Executive Director.

- 4.4 Exemptions from the SCTMFP Fees. The following Development Projects shall not be subject to the SCTMFP Fee:
- a. Accessory Dwelling Units less than 750 square feet.
 - b. The rehabilitation or reconstruction of any residential or non-residential structure where there is no net increase in square footage. Any increase in square footage shall pay the established applicable fee rate for that portion of square footage that is new.
 - c. New low-income housing as defined in Health and Safety Code Section 50079.5 and very low-income housing as defined in Health and Safety Code Section 50105.
 - d. Projects intended for public use where the applicant is one of the Participating Agencies.
 - e. Any development project that is subject of a valid development agreement entered into pursuant to CGC Section 65864 prior to April 1, 2009, that includes a provision exempting it from future fees or fee

increases; provided, however, that if the term of such a development agreement is extended after April 1, 2009, the SCTMFP shall be imposed.

- f. Any development project for which an application for a vesting tentative map authorization by CGC Section 66498.1 was deemed complete prior to April 1, 2009.

4.5 Re-purposing/Reuse of existing buildings. Fee applicable only to net increase in ADT's compared to prior established use.

- a. Determination of average daily trips ("ADT's") for the purpose of comparing previous and proposed uses shall be by reference to trip generation rates obtained from the Institute of Traffic Engineers ("ITE").
- b. A building permit applicant may request a reduction in the otherwise applicable SCTMFP fee in accordance with the following policy: Where a new project changes the prior established use of an existing building, a reduction may be applied to the SCTMFP fee where the new use increases ADT's compared to the prior use.
- c. Where the Entity determines that a project qualifies for a reduction pursuant to this policy, it shall determine the fee reduction by comparing the rates applicable to the prior and new uses as designated in the SCTMFP Fee Schedule and calculating the resulting offset. In the alternative, where a proposed land use is not clearly listed in the Fee Schedule, the fee shall be calculated as follows: (1) calculate the difference between previous ADT's and new ADT's at the property; (2) multiply the result by the normalized cost per trip.
- d. Requests for a fee reduction pursuant to this provision shall be made to the Entity. The Entity shall determine whether a project has made the required showing for a fee reduction. There shall be no right to an appeal. At the time the fee reductions are assessed, the Entity may request guidance from the STA Executive Director.

5.0 REMITTANCE OF FEES

The Entity shall remit SCTMFP Fees collected to the Authority on a semi-annual basis, within 60 days after June 30 and December 31 of each calendar year. Each remittance shall be accompanied by a report specifying the fee-generating activity for the reporting period within the Entity's jurisdiction, including information as to all permits issued by use, square footage, any exemptions or reductions granted, and such other information as may be deemed appropriate by the Executive

Director. The Entity collecting the SCTMFP Fees shall hold them in an interest-bearing account and any interest earned shall be remitted to the Authority with the semi-annual SCTMFP Fees. The Executive Director shall separately account for the Entity's SCTMFP Fees as part of the aggregate SCTMFP account and will prepare annual reports for presentation to the Independent Taxpayer Oversight Committee and the STA Governing Board.

6.0 AUDIT OF SCTMFP REVENUES

The Executive Director, in coordination with the Independent Taxpayer Oversight Committee, shall establish a program to audit the Entity's implementation of the SCTMFP and STA's expenditure of the SCTMFP Fees.

7.0 EXPENDITURE OF FEES

STA shall distribute SCTMFP Fees received, and any proceeds of Fee-based financing(s), to the local jurisdictions for expenditure in accordance with the Ordinance, a 5-year capital program annually updated and approved by the STA Governing Board, applicable resolutions of the STA, Measure A allocation and expenditure contracts between the STA and local jurisdictions, and AB 1600.

8.0 ADMINISTRATION COSTS

The STA and Entity each shall absorb their administrative costs associated with the implementation and administration of the SCTMFP Fee and this Agreement. The Entity, at its discretion, may impose an additional fee on affected development to pay for administrative costs of implementing the SCTMFP.

9.0 REPORTS

STA shall prepare annual and five-year reports required by CGC Sections 66000 et seq. and AB 602 relating to the SCTMFP Fees. Entity shall provide any necessary assistance and data.

10.0 MISCELLANEOUS

- 10.1 If any one or more of the terms or provisions of this Agreement shall be adjudged invalid, unenforceable, void or voidable by a court of competent jurisdiction, each and all remaining terms and provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 10.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

SACRAMENTO TRANSPORTATION AUTHORITY

By

Kevin Bewsey
Executive Director

Dated: August 8, 2024

Entity Name

By: _____

(Authorized Officer)

(Title)

Dated: _____

Approved as to Form:

Attest:

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2024

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING PORTIONS OF CHAPTER 16.85 OF THE RANCHO
CORDOVA MUNICIPAL CODE WITH REGARDS TO THE COLLECTION OF FEES FOR
MEASURE A TRANSPORTATION IMPROVEMENTS**

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

WHEREAS, on June 7, 2006, by Resolution No. 06-0006, the Sacramento Transportation Authority (STA) adopted the Measure A Nexus Study, which identified the additional public facilities required by new development and determined the amount of revenue needed from development impact fees to be imposed on a countywide basis, so that all new development pays its fair share of the costs of new public facilities needed to serve such development. The Measure A development impact fee became effective on April 1, 2009, and extends through March 31, 2039, in order to fund new development's fair share of the costs of the transportation improvements included in the Measure A expenditure plan needed to serve such development in the future.

WHEREAS, Title 16, Chapter 16.85 was added to the Rancho Cordova Municipal Code to enact the Measure A Mitigation Fee Program as established by the STA. Implementation of the Measure A Mitigation Fee Program by each jurisdiction within the County of Sacramento was a condition of STA's approval of the new Measure A sales tax and expenditure plan, which was approved by the voters in Sacramento County in November of 2004. STA's Ordinance No. 04-01 provides that no revenues from the new Measure A sales tax shall be provided to a local jurisdiction unless it implements the Measure A Mitigation Fee Program.

WHEREAS, on June 13, 2024, the STA Governing Board adopted the 2024 Sacramento Countywide Transportation Mitigation Fee Program Nexus Study ("2024 SCTMFP Nexus Study"), with an updated project list, includes a Smart Growth Arterials and Corridors program, and updated fee amounts and new residential fee structures to align with AB 602 requirements for fees to be proportional to square footage categories with the new updated rates to be effective January 1, 2025;

WHEREAS, on August 8, 2024, the STA Governing Board approved a resolution amending the Operating Protocols Agreement to utilize the updated SCTMFP fee rates and the 2024 SCTMFP Nexus Study which now includes additional exemptions for ADUs less than 750 square feet, excludes development projects intended for public uses by the County or a City, and has fee reductions for developments in infill areas or with reduced parking availability and transit oriented development; and

WHEREAS, certain amendments to the Title 16 (Building and Construction), Chapter 16.85 Establishment of Development Impact Fees to for Measure A Transportation Improvements are necessary to reflect updates to the 2024 Nexus Study and Amended Operating Protocols Agreement; and

WHEREAS, the purpose of this amendment is to is to incorporate additional land use categories and definitions and incorporate additional exemptions; and

WHEREAS, on October 7, 2024, the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2. Findings: The City Council hereby finds:

CEQA Compliance. Public Resources Code (PRC) Section 21080(b)(8) and CEQA Statutory Exemption Section 15273(a)(4) allow for the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies for the purpose of obtaining funds for capital projects necessary to maintain service within existing service areas. The ordinance amendments are to reflect changes in the newly adopted 2024 SCTMFP Nexus Study to include new land use categories and definitions and additional exemptions to the Measure A Fee. This action clearly meets the requirements of PRC Section 21080(b)(8) and CEQA Statutory Exemption Section 15273(a)(4) because it will fund capital improvement projects within the existing service area of the Rancho Cordova City Limits and would not result in the expansion of the transportation system or any other uses or activities. Therefore, the proposed action is not subject to the provisions of CEQA.

Section 3. Amendments to Title 16 (Building and Construction)

The City Council hereby adopts the amendments to Chapter 16.85 Establishment of Development Impact Fees to for Measure A Transportation Improvements of Title 16 (Building and Construction), as shown and incorporated in Exhibit A to this ordinance.

Section 4. Severability

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

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced sixty (60) days after its adoption.

ITEM 16.1.

ATTACHMENT 5

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 16.85 ESTABLISHMENT OF DEVELOPMENT IMPACT FEES FOR
MEASURE A TRANSPORTATION IMPROVEMENTS**

Section 16.85.020 (Definitions) shall be amended as follows:

16.85.020 Definitions.

Unless the contrary is stated or clearly appears from the context in which a term is used, the following definitions shall govern construction of the words and phrases used in this chapter:

- A. "Automatic annual adjustment" means the automatic annual adjustment of development impact fees based on the inflation factors described in RCMC [16.85.120](#).
- B. "Accessory Dwelling Unit" (ADU) means an attached or detached permanent dwelling unit that provides complete independent living facilities (permanent provisions for living, sleeping, eating, cooking, and sanitation) for one or more persons and which is located on a lot with a proposed or existing primary dwelling.
- C. "City code" means the City of Rancho Cordova Municipal Code.
- D. "Citywide benefit district area" means the real property located within the jurisdictional boundaries of the city, and as said boundaries may be adjusted from time to time.
- E. "Development" means the uses to which property will be put, the buildings and improvements to be constructed on it, and the construction activities incident thereto, together with the process of obtaining all required land use entitlements.
- F. "Development project" shall have the same meaning as defined by subsection (a) of Government Code Section [66000](#), as such section may be amended from time to time.
- G. "Dwelling unit" means any building or portion of a building used or designed for use as a residence by an individual or any group of individuals living together or as a family, excepting therefrom any unit rented or leased for temporary residency, such as a motel and hotel room.
- H. "Fee" and "impact fee" and "development impact fee" mean the monetary exaction as defined by subsection (b) of Government Code Section [66000](#), as such section may be amended from time to time, and shall include, but not be limited to, the fees established pursuant to this chapter.
- I. "Fee resolution" means Resolution No. 04-2009, or any subsequent resolution adopted by the city council which implements the provisions of this chapter, including, without limitation, the setting of the amounts of the various fees established hereby and the adoption of provisions for credits, reimbursements and deferral relating to such fees.

J. "Government Code" means the Government Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as it may thereafter be amended or renumbered from time to time.

K. "Health and Safety Code" means the Health and Safety Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as it may thereafter be amended or renumbered from time to time.

L. "Housing Development" means a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.

M.. "Industrial Use" any Development Project that involves manufacturing, transportation, logistics or similar uses.

N. "Low income" and "very low income" housing is defined in Sections 50079.5 and 50105, respectively, of the Health and Safety Code.

O. "Measure A" means Ordinance No. 04-01 adopted by the Sacramento Transportation Authority on July 29, 2004, which established the Sacramento Countywide Transportation Mitigation Fee Program to be implemented by the County of Sacramento and each city within the county by April 1, 2009.

P. "Measure A administration fee" means the fee imposed by the city for the cost of collection, deposit, investment, accounting, remittance and reporting of the Measure A development impact fee.

Q. "Measure A development impact fee" means a development impact fee established to provide funding for public facilities to benefit new development within the city.

R. "Measure A expenditure plan" means the Sacramento County Transportation Expenditure Plan 2009-2039 dated June 10, 2004, as adopted by the Sacramento Transportation Authority under Ordinance No. 04-01, which specifies the allocation of Measure A sales taxes and Measure A development impact fees for specified public facilities.

S. "Measure A nexus study" means the Development Impact Fee Study dated June 2, 2006, as originally adopted by the Sacramento Transportation Authority by Resolution No. 06-0006 and updated by the 2024 Nexus Study Update Report dated May 24, 2024 adopted by the Sacramento Transportation Authority by Resolution No.24-0005.

T. "Multi-Family Residential Use" means any Development Project that uses a single parcel for two (2) or more dwelling units within one (1) or more building(s) including, without limitation, duplexes, townhouses, condominiums and apartments, but excluding an Accessory Dwelling Unit.

U. "Normalized cost per trip" means the medium-sized single family residential fee rate listed in Section 2.1 of the Protocols Agreement divided by the average weekday trip generation rate for a single family residence (9.44) per the Institute of Transportation Engineers (ITE) *Trip Generation Manual (11th Ed.)*. the normalized cost per trip is \$167 and will be adjusted annually per RCMC 16.85.120.

V. “Office Use” means any Development Project that involves business activities, associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal and medical offices, personal services, or similar uses.

W. “Participating Agencies” means the County of Sacramento, the City of Citrus Heights, the City of Elk Grove, the City of Folsom, the City of Galt, the City of Isleton, the City of Rancho Cordova, and the City of Sacramento. Each may be referred to individually as “Participating Agency.”

X. “Protocols Agreement” means the New Measure A Sacramento Countywide Transportation Mitigation Fee Program Agreement on Operating Protocols, dated August 2024, with the Sacramento Transportation Authority, as approved by the Authority on August 8, 2024, by Resolution No 24-006 or as may be subsequently amended.

Y. “Public facilities” means the public improvements, public services and community amenities as defined by subsection (d) of Government Code Section [66000](#), as such section may be amended from time to time. The term “public facilities” only includes transportation improvements and infrastructure to be designed, constructed, installed and acquired to serve the specified benefit district area, as well as the transportation-related public service and community amenities to serve the specified benefit district area, which improvements and infrastructure are described in the applicable financing plan, expenditure plan, and/or nexus study (collectively “plan” or “study”). The costs of the design, construction, installation and acquisition of the specified public facilities, which are to be financed partially by the development impact fee program, is set forth within the plan or study. Where applicable under the plan or study, the term “public facilities” includes the acquisition of land relating to such improvements, infrastructure, public services and community amenities. The term “public facilities” also means a specific public improvement or infrastructure where the context requires a singular meaning.

Z. “Retail Use” means any Development Project that involves retailing of merchandise, generally without transformation, retail food services, and rendering of services incidental to the sale of merchandise at a fixed point of sale.

AA. “Reduced Parking Availability” means a development project where State law requires the City to approve the project with reduced parking, including without limitation, projects pursuant to Government Code Sections 65913.4 and 65915.

BB. “Senior Residential Use” means any Development Project that qualifies as housing for older persons pursuant to CGC Section 12955.9.

CC. “Single Family Residential Use” means any Development Project that uses a single parcel for only one residential dwelling unit. “Single Family Residential Use” also includes any Development Project that involves one primary dwelling and one Accessory Dwelling Unit on a single lot.

DD. “STA” means the Sacramento Transportation Authority.

EE. “Transit Oriented Development” means a housing development that satisfies all the following characteristics: (a) the housing development is located within one-half mile of a transit station and there is direct access between the housing development and the transit station

along a barrier-free walkable pathway not exceeding one-half mile in length; (b) convenience retail uses, including a store that sells food, and located within one-half mile of the housing development; and (c) the housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than the onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.

FF. "Transit station" has the meaning set forth in Section 66005.1(d) of the Government Code.

[Ord. 1-2009 § 3].

Section 16.85.080 (Exemptions) shall be amended as follows:

16.85.080 Exemptions.

The following shall be exempted from payment of the fees established by this chapter:

- A, Accessory Dwelling Units less than 750 square feet.
- B. The rehabilitation or reconstruction of any residential or non-residential structure where there is no net increase in square footage. Any increase in square footage shall pay the established applicable fee rate for that portion of square footage that is new.
- C. New low-income housing as defined in Health and Safety Code Section 50079.5 and very low-income housing as defined in Health and Safety Code Section 50105.
- D. Projects intended for public use where the applicant is one of the Participating Agencies.
- E. Any development project that is subject of a valid development agreement entered into pursuant to Government Code Section 65864 prior to April 1, 2009, that includes a provision exempting it from future fees or fee increases; provided, however, that if the term of such a development agreement is extended after April 1, 2009, the SCTMFP shall be imposed.
- F. Any development project for which an application for a vesting tentative map authorization by CGC Section 66498.1 was deemed complete prior to April 1, 2009.

[Ord. 1-2009 § 3].

Section 16.85.135 (Adjustment of Fees) is hereby added as follows:

A Calculation of Fee for ADUs.

ADUs greater than 750 square feet shall be subject to a fee hereunder that is equal to the ratio of the floor area of the ADU compared to the primary unit, multiplied by the fee that would be charged on the primary unit, if the primary unit was being newly built.

B. Calculation of Fee for Mixed Use Projects.

For Projects that include two or more different types of uses, the amount of the fee imposed on the entire Development Project shall be proportionally determined based on the relative footprint associated with the various uses, as determined by the Public Works Director.

C Reduced Fees for Areas with Reduced Parking Availability.

Developments in areas with Reduced Parking Availability may be subject to reduced fees, at the sole discretion of the Public Works Director, if the development project results in reduced trip generation. Any such fee reduction must be supported by a Traffic Study submitted by the Applicant and prepared and stamped by a licensed Traffic or Civil Engineer and which has been accepted by the City Engineer.

D. Fees for Housing Developments.

1. Generally. The fee imposed pursuant to this Chapter for a Transit Oriented Development shall be set at a rate that reflects a lower rate of automobile trip generation associated with that Transit Oriented Development in comparison with non-Transit Oriented Development, unless the City adopts findings after a public hearing establishing that the Transit Oriented Development would not generate fewer automobile trips than a non-Transit Oriented Development. If a housing development does not satisfy the characteristics of a Transit Oriented Development, the City will charge a fee pursuant to this Chapter that is proportional to the estimated rate of automobile trip generation associated with the housing development.

2. Traffic Study.

2.1. Project-Specific Traffic Study. Housing developments seeking a fee adjustment pursuant to this section shall submit a traffic study, stamped by a licensed Traffic or Civil Engineer (and which has been accepted by the City Engineer), which demonstrates the lower rate of automobile trip generation associated with the applicable housing development compared to the Nexus Study.

2.2. Alternative Traffic Study. A Transit Oriented Development may submit to City a traffic study, stamped by a licensed Traffic or Civil Engineer (and which has been accepted by the City Engineer), which demonstrates the lower rate of automobile trip generation associated with Transit Oriented Developments and other similar types of development compared to non-Transit Oriented Developments. In the event a Transit Oriented Development submits the Alternative Study pursuant to this section, the Finance Director, in consultation with STA, may apply a standard Transit Oriented Development fee reduction based on studies related to Transit Oriented Developments unless the applicable Transit Oriented Development elects to provide City with a Project-Specific Traffic Study, as described in RCMC Section 16.85.135(D)(2.1), for the Public Works Director to use in calculating the appropriate fee hereunder.

E Re-purposing/Reuse of Existing Buildings.

A. The fee imposed pursuant to this Chapter for any re-purposing or change in use of existing buildings shall only apply to the net increase in average daily trips attributable to the new purpose or use, as compared to the prior established use.

B. Fees shall be calculated hereunder by comparing the rates applicable to the prior and new uses as designated in the City's Fee Schedule and calculating the resulting offset. In the alternative, where a proposed land use is not clearly listed in the Fee Schedule, the fee shall be calculated as follows:

ITEM 16.1

ATTACHMENT 6 Exhibit A to the Ordinance

1. Calculate the difference between previous average daily trips and new average daily trips at the property. The determination of average daily trips for the purpose of comparing previous and proposed uses shall be by reference to trip generation rates obtained from the Institute of Traffic Engineers.
 2. Multiply the result by the normalized cost per trip.
- C. Requests for a fee adjustment pursuant to this provision shall be made to the City in writing. The Finance Director shall determine whether a development project has made the required showing for a fee adjustment.

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 16.85 ESTABLISHMENT OF DEVELOPMENT IMPACT FEES FOR MEASURE A TRANSPORTATION IMPROVEMENTS

Section 16.85.020 (Definitions) shall be amended as follows:

16.85.020 Definitions.

Unless the contrary is stated or clearly appears from the context in which a term is used, the following definitions shall govern construction of the words and phrases used in this chapter:

A. "Automatic annual adjustment" means the automatic annual adjustment of development impact fees based on the inflation factors described in RCMC [16.85.120](#).

B. "Accessory Dwelling Unit" (ADU) means an attached or detached permanent dwelling unit that provides complete independent living facilities (permanent provisions for living, sleeping, eating, cooking, and sanitation) for one or more persons and which is located on a lot with a proposed or existing primary dwelling.

CB. "City code" means the City of Rancho Cordova Municipal Code.

DC. "Citywide benefit district area" means the real property located within the jurisdictional boundaries of the city, and as said boundaries may be adjusted from time to time.

ED. "Development" means the uses to which property will be put, the buildings and improvements to be constructed on it, and the construction activities incident thereto, together with the process of obtaining all required land use entitlements.

FE. "Development project" shall have the same meaning as defined by subsection (a) of Government Code Section [66000](#), as such section may be amended from time to time.

GF. "Dwelling unit" means any building or portion of a building used or designed for use as a residence by an individual or any group of individuals living together or as a family, excepting therefrom any unit rented or leased for temporary residency, such as a motel and hotel room.

HG. "Fee" and "impact fee" and "development impact fee" mean the monetary exaction as defined by subsection (b) of Government Code Section [66000](#), as such section may be amended from time to time, and shall include, but not be limited to, the fees established pursuant to this chapter.

IH. "Fee resolution" means Resolution No. 04-2009, or any subsequent resolution adopted by the city council which implements the provisions of this chapter, including, without limitation, the setting of the amounts of the various fees established hereby and the adoption of provisions for credits, reimbursements and deferral relating to such fees.

JJ. "Government Code" means the Government Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as it may thereafter be amended or renumbered from time to time.

KJ. "Health and Safety Code" means the Health and Safety Code of the state of California and any provision thereof cited in this chapter, as such provision exists as of the date of the enactment of this chapter, or as it may thereafter be amended or renumbered from time to time.

L. "Housing Development" means a development project with common ownership and financing consisting of residential use or mixed use where not less than 50 percent of the floorspace is for residential use.

M. "Industrial Use" any Development Project that involves manufacturing, transportation, logistics or similar uses.

N. "Low income" and "very low income" housing is defined in Sections 50079.5 and 50105, respectively, of the Health and Safety Code.

OK. "Measure A" means Ordinance No. 04-01 adopted by the Sacramento Transportation Authority on July 29, 2004, which established the Sacramento Countywide Transportation Mitigation Fee Program to be implemented by the County of Sacramento and each city within the county by April 1, 2009.

PL. "Measure A administration fee" means the fee imposed by the city for the cost of collection, deposit, investment, accounting, remittance and reporting of the Measure A development impact fee.

QM. "Measure A development impact fee" means a development impact fee established to provide funding for public facilities to benefit new development within the city.

RN. "Measure A expenditure plan" means the Sacramento County Transportation Expenditure Plan 2009-2039 dated June 10, 2004, as adopted by the Sacramento Transportation Authority under Ordinance No. 04-01, which specifies the allocation of Measure A sales taxes and Measure A development impact fees for specified public facilities.

SO. "Measure A nexus study" means the Development Impact Fee Study dated June 2, 2006, as originally adopted by the Sacramento Transportation Authority by Resolution No. 06-0006 and updated by the 2024 Nexus Study Update Report dated May 24, 2024 adopted by the Sacramento Transportation Authority by Resolution No.24-0005.

T. "Multi-Family Residential Use" means any Development Project that uses a single parcel for two (2) or more dwelling units within one (1) or more building(s) including, without limitation, duplexes, townhouses, condominiums and apartments, but excluding an Accessory Dwelling Unit.

U. "Normalized cost per trip" means the medium-sized single family residential fee rate listed in Section 2.1 of the Protocols Agreement divided by the average weekday trip generation rate for a single family residence (9.44) per the Institute of Transportation Engineers (ITE) *Trip Generation Manual (11th Ed.)*. the normalized cost per trip is \$167 and will be adjusted annually per RCMC 16.85.120.

V. "Office Use" means any Development Project that involves business activities, associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal and medical offices, personal services, or similar uses.

W. "Participating Agencies" means the County of Sacramento, the City of Citrus Heights, the City of Elk Grove, the City of Folsom, the City of Galt, the City of Isleton, the City of Rancho Cordova, and the City of Sacramento. Each may be referred to individually as "Participating Agency."

XP. "Protocols Agreement" means the New Measure A Sacramento Countywide Transportation Mitigation Fee Program Agreement on Operating Protocols, dated August 20~~2408~~, with the Sacramento Transportation Authority, as approved by the Authority on August 28, 20~~2408~~, by Resolution No ~~2408-00601~~, and as amended on December 11, 2008 or as may be subsequently amended.-

YQ. "Public facilities" means the public improvements, public services and community amenities as defined by subsection (d) of Government Code Section ~~66000~~, as such section may be amended from time to time. The term "public facilities" only includes transportation improvements and infrastructure to be designed, constructed, installed and acquired to serve the specified benefit district area, as well as the transportation-related public service and community amenities to serve the specified benefit district area, which improvements and infrastructure are described in the applicable financing plan, expenditure plan, and/or nexus study (collectively "plan" or "study"). The costs of the design, construction, installation and acquisition of the specified public facilities, which are to be financed partially by the development impact fee program, is set forth within the plan or study. Where applicable under the plan or study, the term "public facilities" includes the acquisition of land relating to such improvements, infrastructure, public services and community amenities. The term "public facilities" also means a specific public improvement or infrastructure where the context requires a singular meaning.

Z. "Retail Use" means any Development Project that involves retailing of merchandise, generally without transformation, retail food services, and rendering of services incidental to the sale of merchandise at a fixed point of sale.

AA. "Reduced Parking Availability" means a development project where State law requires the City to approve the project with reduced parking, including without limitation, projects pursuant to Government Code Sections 65913.4 and 65915.

BB. "Senior Residential Use" means any Development Project that qualifies as housing for older persons pursuant to CGC Section 12955.9.

CC. "Single Family Residential Use" means any Development Project that uses a single parcel for only one residential dwelling unit. "Single Family Residential Use" also includes any Development Project that involves one primary dwelling and one Accessory Dwelling Unit on a single lot.

DDR. "STA" means the Sacramento Transportation Authority.

EE. "-Transit Oriented Development" means a housing development that satisfies all the following characteristics: (a) the housing development is located within one-half mile of a transit station and there is direct access between the housing development and the transit station

along a barrier-free walkable pathway not exceeding one-half mile in length; (b) convenience retail uses, including a store that sells food, and located within one-half mile of the housing development; and (c) the housing development provides either the minimum number of parking spaces required by the local ordinance, or no more than the onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.

FF. "Transit station" has the meaning set forth in Section 66005.1(d) of the Government Code.

[Ord. 1-2009 § 3].

Section 16.85.080 (Exemptions) shall be amended as follows:

16.85.080 Exemptions.

The following shall be exempted from payment of the fees established by this chapter:

~~A. Alterations, renovations or expansion of an existing residential structure where no additional dwelling units are created and the use is not changed;~~

~~B. The replacement of a destroyed or partially destroyed or damaged structure with a new structure of the same size and use;~~

~~C. Agreements entered into pursuant to Section 65865 of the Government Code ("development agreement") unless the development agreement expressly provides for the payment of one of more fees established under this chapter. For fees established pursuant to RCMC 16.85.040(A)(1), the development agreement must have been approved prior to April 1, 2009, and the exemption is invalid if the term of that development agreement is extended after April 1, 2009;~~

~~D. For fees established pursuant to RCMC 16.85.040(A)(1), a vesting tentative map authorized under Section 66498.1 of the Government Code if the map application was deemed complete prior to April 1, 2009; and~~

~~E. For fees established pursuant to RCMC 16.85.040(A)(1), low and very low income housing as defined in Health and Safety Code Sections 50079.5 and 50105, respectively.~~

A. Accessory Dwelling Units less than 750 square feet.

B. The rehabilitation or reconstruction of any residential or non-residential structure where there is no net increase in square footage. Any increase in square footage shall pay the established applicable fee rate for that portion of square footage that is new.

C. New low-income housing as defined in Health and Safety Code Section 50079.5 and very low-income housing as defined in Health and Safety Code Section 50105.

D. Projects intended for public use where the applicant is one of the Participating Agencies.

E. Any development project that is subject of a valid development agreement entered into pursuant to [GGCGovernment Code](#) Section 65864 prior to April 1, 2009, that includes a provision exempting it from future fees or fee increases; provided, however, that if the term of such a development agreement is extended after April 1, 2009, the SCTMFP shall be imposed.

F. Any development project for which an application for a vesting tentative map authorization by CGC Section 66498.1 was deemed complete prior to April 1, 2009.

[Ord. 1-2009 § 3].

Section 16.85.135 (Adjustment of Fees) is hereby added as follows:

A. Calculation of Fee for ADUs.

ADUs greater than 750 square feet shall be subject to a fee hereunder that is equal to the ratio of the floor area of the ADU compared to the primary unit, multiplied by the fee that would be charged on the primary unit, if the primary unit was being newly built.

B. Calculation of Fee for Mixed Use Projects.

For Projects that include two or more different types of uses, the amount of the fee imposed on the entire Development Project shall be proportionally determined based on the relative footprint associated with the various uses, as determined by the Public Works Director.

C. Reduced Fees for Areas with Reduced Parking Availability.

Developments in areas with Reduced Parking Availability may be subject to reduced fees, at the sole discretion of the Public Works Director, if the development project results in reduced trip generation. Any such fee reduction must be supported by a Traffic Study submitted by the Applicant and prepared and stamped by a licensed Traffic or Civil Engineer and which has been accepted by the City Engineer.

D. Fees for Housing Developments.

1. Generally. The fee imposed pursuant to this Chapter for a Transit Oriented Development shall be set at a rate that reflects a lower rate of automobile trip generation associated with that Transit Oriented Development in comparison with non-Transit Oriented Development, unless the City adopts findings after a public hearing establishing that the Transit Oriented Development would not generate fewer automobile trips than a non-Transit Oriented Development. If a housing development does not satisfy the characteristics of a Transit Oriented Development, the City will charge a fee pursuant to this Chapter that is proportional to the estimated rate of automobile trip generation associated with the housing development.

2. Traffic Study.

2.1. Project-Specific Traffic Study. Housing developments seeking a fee adjustment pursuant to this section shall submit a traffic study, stamped by a licensed Traffic or Civil Engineer (and which has been accepted by the City Engineer), which demonstrates the lower rate of automobile trip generation associated with the applicable housing development compared to the Nexus Study.

2.2. Alternative Traffic Study. A Transit Oriented Development may submit to City a traffic study, stamped by a licensed Traffic or Civil Engineer (and which has been accepted by the City Engineer), which demonstrates the lower rate of automobile trip generation associated with Transit Oriented Developments and other similar types of development compared to non-Transit Oriented Developments. In the event a Transit Oriented Development submits the Alternative Study pursuant to this section, the Finance Director, in consultation with STA, may apply a

standard Transit Oriented Development fee reduction based on studies related to Transit Oriented Developments unless the applicable Transit Oriented Development elects to provide City with a Project-Specific Traffic Study, as described in RCMC Section 16.85.135(D)(2.1), for the Public Works Director to use in calculating the appropriate fee hereunder.

E. Re-purposing/Reuse of Existing Buildings.

A. The fee imposed pursuant to this Chapter for any re-purposing or change in use of existing buildings shall only apply to the net increase in average daily trips attributable to the new purpose or use, as compared to the prior established use.

B. Fees shall be calculated hereunder by comparing the rates applicable to the prior and new uses as designated in the City's Fee Schedule and calculating the resulting offset. In the alternative, where a proposed land use is not clearly listed in the Fee Schedule, the fee shall be calculated as follows:

1. Calculate the difference between previous average daily trips and new average daily trips at the property. The determination of average daily trips for the purpose of comparing previous and proposed uses shall be by reference to trip generation rates obtained from the Institute of Traffic Engineers.

2. Multiply the result by the normalized cost per trip.

C. Requests for a fee adjustment pursuant to this provision shall be made to the City in writing. The Finance Director shall determine whether a development project has made the required showing for a fee adjustment.



JUNE 13, 2024

AGENDA ITEM # **13**

RECEIVE A PRESENTATION ON THE 2024 SACRAMENTO COUNTY TRANSPORTATION MITIGATION FEE PROGRAM (SCTMFP) NEXUS STUDY AND APPROVE A RESOLUTION ADOPTING THE 2024 SCTMFP NEXUS STUDY, REVISING THE OVERALL SCTMFP PROGRAM ALLOCATION TO ALIGN WITH THE 2024 SCTMP NEXUS STUDY, SETTING THE UPDATED SCTMFP FEE RATES EFFECTIVE JANUARY 1, 2025, AND AMENDING THE LOCAL ARTERIAL PROGRAM TO INCLUDE SMART GROWTH ARTERIALS AND CORRIDORS.

Action Requested: Receive and Provide Direction

Key Staff: Kevin Bewsey, Executive Director

Recommendation

Staff recommends that the STA Governing Board receive a presentation on the 2024 Sacramento County Transportation Mitigation Fee Program (SCTMFP) Nexus Study and then take the following action:

1. Approve A Resolution Adopting the 2024 Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP) Nexus Study, Revising The Overall SCTMFP Program Allocation to align with the 2024 SCTMP Nexus Study, Setting the Updated SCTMFP Fee Rates Effective January 1, 2025, and Amending The Local Arterial Program To Include Smart Growth Arterials And Corridors.

Background Information

In order to ensure that revenues generated by the Measure A sales tax do not replace local transportation mitigation fees required from new development, the Measure A Ordinance requires the County and each incorporated city to adopt and implement a uniform transportation mitigation fee as a condition of receiving annual Measure A formula funds earmarked for street and road maintenance. Each local fee is required to be consistent with the Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP), as adopted by STA. The details from the Measure A Ordinance are summarized as follows:

The SCTMFP fee was set at \$1,000 for a new single-family unit, with annual adjustments to reflect changes in construction costs. For all other land uses, the fee is proportionate to the trip generation rate of a single-family unit.

All new low and very low-income housing as defined by the California Department of Housing & Community Development is exempt from this fee program.

The Ordinance provides overall program allocations for the fees collected as summarized

below:

- 35% Local streets capital improvements and rehabilitation
- 20% Public transit capital improvements and rehabilitation
- 20% Local interchange upgrades, safety projects, and congestion relief, including bus and carpool lanes
- 15% Smart Growth Incentive Program
- 10% Transportation project environmental mitigation

The Authority Board may approve changes in the overall formula allocation above by a 2/3 vote.

All projects and program priorities for use of the SCTMFP shall be included in a five-year program, annually updated, and approved by the Authority Board.

All fees raised under this program must be expended in the impacted area where the fees were generated.

The Measure A Ordinance expressly requires that the Fee Program be consistent with State law.

In June 2006, the STA Governing Board by Resolution #2006-06 adopted the Fee (Nexus) Study for the SCTMFP and confirmed the rates that the County and cities impose on new development. In August 2008, the STA Governing Board by Resolution #2008-01 approved the SCTMFP agreement on operating protocols needed to implement the fee. In August 2015, the STA Governing Board by Resolution #2015-04 approved an amended SCTMFP agreement on operating protocols to accommodate re-use.

In April 2022, the STA Governing Board authorized a contract with GHD Inc. (GHD) to perform an update of the 2006 nexus study for the SCTMFP and to address Assembly Bill (AB) 602 which requires improved transparency and that fees be proportionate to the square footage of the proposed development.

Discussion

Beginning in April 2022, GHD has been working with STA staff and local agency staff to develop an updated nexus study that validates the fee structure identified in the Measure A ordinance and addresses AB 602 requirements. The 2024 Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP) Nexus Study incorporates the input received from local agencies with updated cost information, existing local development fees and overall grant assumptions. The Nexus Study has gone through several reviews and is now ready to present to the STA Governing Board.

Major changes to the Fee Program are as follows:

Updated Project List, the project list from the Transportation Expenditure Plan was updated

to remove projects that were either completed or no longer planned and to utilize the most current cost estimates for the remaining active projects.

Smart Growth Incentive Program (SGIP) Change. the only specific project identified in the Transportation Expenditure Plan (TEP) under SGIP was the I5/SR99/SR50 Connector (aka the Capital SouthEast Connector) with \$5,000,000 for Environmental Mitigation. STA executed this environmental mitigation contract in May of 2021. The remainder of the SGIP funds were intended for competitive funding for projects that meet certain smart growth objectives but were not specifically identified. This made establishing a nexus to new development challenging. Staff instead is proposing a new but similar program funded with local sales tax funding called the Smart Growth Arterials and Corridors program to effectively replace the SGIP. This new program would be funded out of the Local Arterial Program and at the same level of the SGIP program. The Smart Growth Arterials and Corridors program would fund local arterials and corridors within existing communities that support smart growth principles. The STA Governing Board would also need to adopt a strategy to best utilize these funds to enhance local jurisdiction's ability to secure state and federal funding for transportation.

The Ordinance designates SGIP to be funded exclusively with SCTMFP revenues, but staff proposes reducing the SGIP SCTMFP allocation as described below. This is allowed with a 2/3 vote of the Board.

Updated Fee Amounts and New Residential Fee Structures. The fees for the various development types were updated using current trip generation rates. In addition, the residential fees were updated to align with AB 602 requirements for fees to be proportionate to the square footage of the proposed development. GHD worked with local agency staff to find the most appropriate square footage categories resulting in the below five categories.

- Very Small (≤800 sq. ft.)
- Small (801-1200 sq. ft)
- Medium-Small (1201-1600 sq. ft)
- Medium (1601-2400 sq. ft)
- Large (>2400 sq. ft.)

The Ordinance calls for a fee of \$1,000/single family unit, irrespective of dwelling unit size in square feet, subject to annual escalation based on McGraw-Hill Engineering News Record (ENR) 20-City Construction Cost Index. The corresponding instruction to abide by State law, however, requires these new categorizations. Therefore, the medium single family size category, which represents the average size of dwelling units produces in the region, was set as the standard equivalent dwelling unit, and serves as the reference dwelling unit size with respect to maintaining consistency to the Ordinance. These categorizations furthermore represent a step in making more narrowly tailored nexus and proportionality determinations pursuant to the U.S. Supreme Court decision of *Sheetz v. County of El Dorado* (2024), for legislatively adopted impact fees.

Change to the SCTMFP Overall Program Allocation. The updated project list reflects the remaining projects in the Transportation Expenditure Plan that have not been completed and have a nexus to new development. The SCTMFP overall program allocation needs to shift to address the fees

collected for these projects. The reduction in the funding for the Smart Growth Incentive Program is reflected below. A similar reduction in the Transportation Project Environmental Mitigation is also included as there is only one related project. However, environmental mitigation is an eligible expense for the projects identified under the remaining program categories. Below is the revised SCTMFP overall program allocation:

- 40.76% Local streets capital improvements and rehabilitation
- 14.28% Public transit for capital improvements and rehabilitation
- 41.58% Local interchange upgrades, safety projects and congestion relief improvements on the local freeway system, including bus and carpool lane projects
- 0.34% Smart Growth Incentive Program
- 3.04% Transportation Project Environmental Mitigation

Staff recommends that the STA Governing Board receive a presentation on the 2024 Sacramento County Transportation Mitigation Fee (SCTMF) Nexus Study and then take the following actions:

Approve A Resolution:

- (1) Adopting the 2024 Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP) Nexus Study,
- (2) Revising The Overall SCTMFP Program Allocation to align with the 2024 SCTMP Nexus Study,
- (3) Setting the Updated SCTMFP Fee Rates Effective January 1, 2025, and
- (4) Amending The Local Arterial Program To Include Smart Growth Arterials And Corridors.

Staff anticipates bringing an amended SCTMFP Agreement On Operating Protocols to the STA Governing Board in August 2024 and request authority to execute the amended agreement with local jurisdictions. The amended agreement is needed to address the 2024 SCTMP Nexus Study and Updated SCTMFP Fee Rates Effective January 1, 2025. Additional changes include the following:

- Allowing SCTMF regional fee collections to occur at the same time as a jurisdiction's own local fee(s) and/or other multijurisdictional fee(s) they may be participants to.
- New exemption for development projects where the applicant is the local jurisdiction.
- Requiring that the SCTMFP Fees are maintained in an interest-bearing account.
- Process for utilizing project specific transportation studies in calculating the SCTMFP Fees.
- Process for utilizing local jurisdiction transportation studies in calculating the SCTMFP Fees.
- Reductions for Transit Oriented Development

Fiscal Impact

The recommended action would not significantly change the revenue utilized for the Measure A Capital Improvement Program. The creation of the Smart Growth Arterials and Corridors program would be funded with local sales tax revenue and at a similar amount as the Smart Growth Incentive Program. Staff reviewed the last fourteen years of revenue collected to determine that 0.73% of the 5% Local Arterial Program would provide the same level of funding as the Smart Growth Incentive

Program. This essentially changes the type of funding that is used to support Smart Growth goals, but not the amount of funding that is received. The change in funding will result in immaterial changes to the overall funding of the programs.

Attachments

1. Resolution
2. 2024 SCTMP Nexus Study

MEMORANDUM



ITEM 18.1.

DATE: October 7, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Steve Harriman, Public Works Division Manager
SUBJECT: **UPDATE FROM ATLAS DISPOSAL ON IMPLEMENTATION OF
RESIDENTIAL SOLID WASTE COLLECTION AND STREET
SWEEPING CONTRACT BEGINNING JANUARY 1, 2025**

RECOMMENDATION

Receive the presentation from Atlas Disposal.

RESULT OF RECOMMENDED ACTION

The presentation provides an update to the City Council and the community on the implementation of the new contract for residential solid waste collection and street sweeping services beginning January 1, 2025.

BACKGROUND

On March 4, 2024, the City Council approved a contract with Atlas Disposal for residential solid waste collection and street sweeping services. The new contract begins on January 1, 2025, and extends through December 31, 2034. The presentation by Atlas will provide an update to the City Council on the implementation of the new contract, including the public education campaign on the transition of service providers, procurement of new vehicles and equipment, and hiring and training of new employees that will serve Rancho Cordova.

FISCAL IMPACT AND FUNDING SOURCE

This item has no impact on the City's General Fund.

ATTACHMENT(S)

1. Presentation

Residential Solid Waste, Recycling, and Street Sweeping Transition Update

October 7, 2024



Agenda

- Implementation Progress
- City and Community Partnerships
- Engaging with the Community
- What's Next?

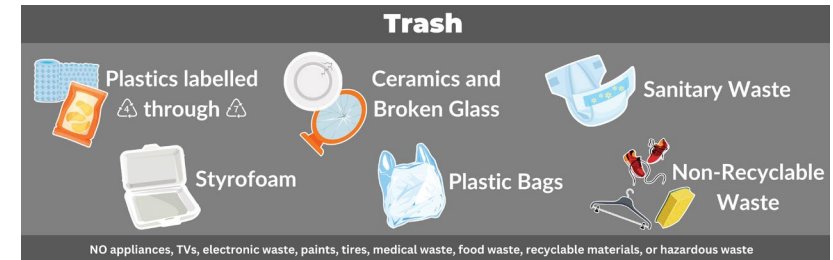
Vehicles

- 13 new side-loaders and 1 new rear-loader scheduled for delivery in Early November
- 4 extra trucks to ensure reliable collections
- New vehicles are powered by compressed natural gas (CNG). Electric vehicles are being pursued for future procurements
- Big Truck Rental has rental trucks on standby in case of late delivery



Carts

- Remaining inventory of Rancho Cordova carts will be transferred by the incumbent hauler to Atlas Disposal at the start of 2025
- New carts have been purchased and will be delivered to Atlas Disposal before the end of 2024
- New SB1383 compliant lid signage is in development and will be applied to all existing lids before the end of 2026
 - New signage lists acceptable materials, which will reduce contamination and increase diversion



Staffing

- 12 new driver positions have been opened
 - 6 driver positions have been filled
- Recruiting outreach for existing residential drivers performed on July 1st, August 3rd, and September 25th
- Our goal is to secure as many current drivers as possible

Meet the Atlas Team!

You & your significant other are invited to an informational meeting about working with Atlas Disposal

Learn about the Benefits provided by Atlas:

- New Vehicles
- Pay Match
- \$4,000 Sign On Bonus
- Monday-Friday Work Schedule
- Same Routes
- Immediate Medical/Dental/Vision Benefits

We'll also discuss what the transition period looks like and how we can get you onboarded now to be guaranteed a position effective January 2nd.

All Drivers Welcome!
Food will be Provided!

WEDNESDAY, SEPT 25 | 3:30-7:00 PM

Rancho Steve Pizza - 3191 Zinfandel Dr, Rancho Cordova, CA 95670

Please contact us at 916-606-8607 with any questions.

ATLAS
DISPOSAL

Staffing



- 6 New Customer Service Representatives
 - Half are Rancho Cordova residents
- Expanded Accounting, Dispatch, and Sustainability Departments
- New Route Manager: Ty Boyle

Customer Data and Billing

- Established new customer accounts for each resident
- Automatic bill payment is ready for residents to set up now
- Later this month, all Rancho Cordova residents will be receiving their new account information as well as instructions for setting up automatic bill pay

City Collaboration

- Biweekly Transition Meetings with Public Works and Communications Departments
- Met with Operations & Maintenance Department
- Met with Community Engagement Division



City Collaboration

- Co-Developed a Communications Strategic Plan with the Communications and Public Affairs Department
- Developed a set of Strategic Communication Goals, Key Messages, and a Communications Launch Timeline



Community Partnerships: Soil Born Farms

- Atlas Disposal is working with Soil Born Farms to create and host Composting Workshops
- Exploring opportunities to create composting education and outreach materials together
- 3 Compost Workshops in 2025



Community Partnerships: Rancho Cordova Food Locker

- Atlas Disposal has collaborated with the Rancho Cordova Food Locker to conduct two food collection events
 - June 2025: School's Out!
 - November 2025: Holiday Protein Drive
- Food collections will take place at the Food Locker's planned interim facility at Cordova Neighborhood Church



Community Partnerships: Explore Rancho Cordova

- Atlas Disposal will be working with Explore Rancho Cordova to enhance welcome bags for new residents
- Kitchen-top Compost Containers will be provided to new residents



Community Partnerships: Cordova Community Council

- Atlas Disposal is a Magic Maker sponsor
- Participating in 9 Community events in 2024
- Presenting sponsor of the Elected Officials Reception
- Presenting sponsor at the Rancho Cordova luncheon on November 15th



Community Partnerships: Rancho Cordova Chamber of Commerce

- Atlas Disposal is a Double Diamond sponsor
- Participating in:
 - Business Expo & Job Fair
 - The State of the City
 - Scramble and Gamble Golf Tournament



Transition Announcement

Announcement Postcard – June 11, 2024




Residential Solid Waste Provider for the City of Rancho Cordova

Atlas Disposal, headquartered in Rancho Cordova, was chosen in a competitive process as the city's residential garbage collection, recycling and street sweeping services provider.

Atlas Disposal will begin providing service to Rancho Cordova residents on January 1, 2025.

Scan to learn more about Atlas Disposal




ATLAS DISPOSAL WILL BE THE CITY'S RESIDENTIAL SOLID WASTE SERVICE PROVIDER BEGINNING JANUARY 1, 2025.

Rancho Cordova residents will not notice many changes

Garbage, recycling and green organics waste carts will remain the same, and pick-up days will remain the same, too. Prior to January 1, 2025, residents will need to transfer their "auto-pay" accounts to Atlas Disposal.

Look for a follow-up mailing with additional information in the fall. For now, we invite residents to meet the Atlas Disposal team this summer at these events:

- **Moonlight Movies**
First and third Friday in June, Village Green Park
- **Juneteenth Celebration**
June 17, Hagan Park
- **Rancho Cordova's two-day Fourth of July event**
July 3-4, Hagan Park
- **Concerts in the Park**
First and third Friday in August, Village Green Park








CityofRanchoCordova.org/Atlas



2729 Prospect Park Drive
Rancho Cordova, CA 95670

Prst Std
US Postage
PAID
Rancho Cordova, CA
Permit #79

Transition Announcement

New Transition Website

- PUBLIC WORKS
 - Rancho Recycles
 - City Residential Solid Waste Services

Welcome, Atlas Disposal

- + Commercial Solid Waste Services
- Construction & Demolition Debris Reduction, Reuse, and Recycling Requirements
- Water, Sewer, and Drainage Services
- Traffic Programs and Services
- + Stormwater Program
- + Urban Forest Program
- Active Transportation Plan

Departments » Public Works » Rancho Recycles » City Residential Solid Waste Services »

Welcome, Atlas Disposal

Font Size: [+](#) [-](#) [Share & Bookmark](#) [Feedback](#) [Print](#)



City of Rancho Cordova Announces New Solid Waste Services Provider, Atlas Disposal

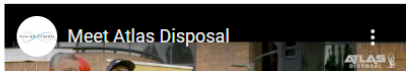
Beginning January 1, 2025, the City of Rancho Cordova will contract its residential garbage, recycling and street sweeping services with Atlas Disposal—a longstanding local waste management company headquartered right here in Rancho Cordova. This partnership marks a significant milestone in the city's ongoing commitment to innovative waste management solutions and superior service for its residents.

The new 10-year contract with Atlas Disposal is the result of a competitive procurement process where 4 companies submitted proposals to the city. After thorough comparison and analysis, the City Council awarded the new contract to Atlas Disposal because their proposal represents the best combination of experience, innovation and monthly rates for our residents. Atlas Disposal and the city are working closely together to ensure a smooth transition for residents without service disruption.

Meet Atlas Disposal

For over 25 years, Atlas Disposal has been an integral part of the Rancho Cordova community, consistently demonstrating dedication to excellence and innovation within the waste industry. As a proud sponsor of numerous city events, a member of the Chamber of Commerce, and longtime Magic Maker for the Cordova Community Council, Atlas Disposal has continuously shown its commitment to supporting and enhancing the quality of life in Rancho Cordova.

[Click here to learn more](#) about Atlas Disposal or watch the video below.



Engaging with the Community

RANCHO CORDOVA FOOD LOCKER GOLF TOURNAMENT



KIDS DAY IN THE PARK



IFEST



Engaging with the Community

SPRING SERVICE DAY - TITLE SPONSORSHIP



THANK YOU SPONSORS

TITLE SPONSORS



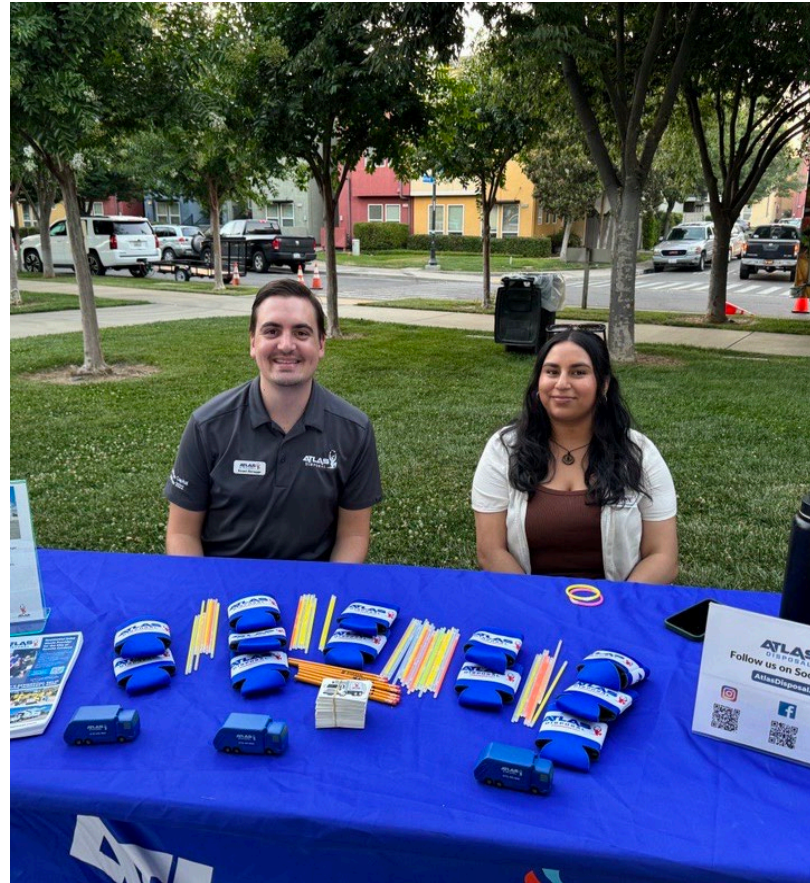
CLUTCH

Engaging with the Community

JUNETEENTH



MOVIES IN THE PARK



4TH OF JULY PARADE



Engaging with the Community

CALIFORNIA CAPITAL AIRSHOW



NATIONAL NIGHT OUT



CONCERTS IN THE PARK



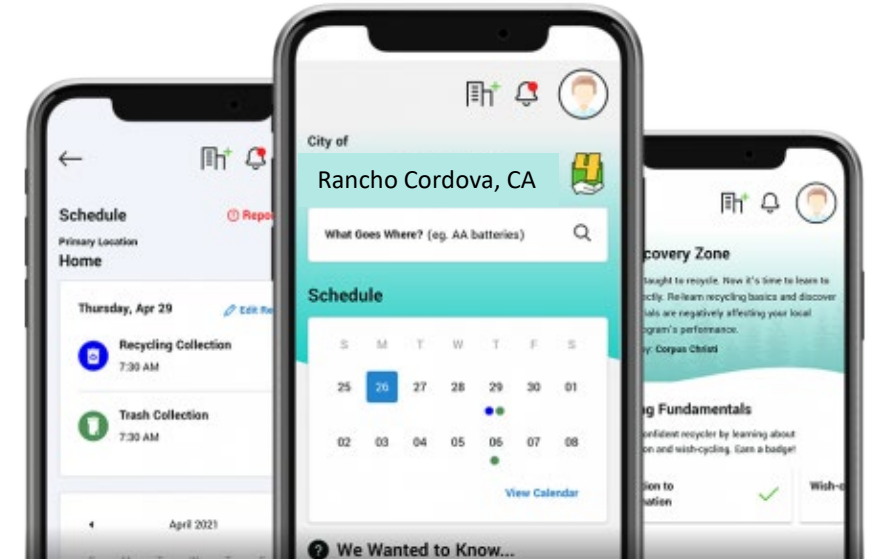
Upcoming Events

- Good Neighbor Day – October 24th
- State of the City – November 6th
- Cordova Community Council Luncheon – November 15th
- Community Christmas Tree Lighting – December 1st



Atlas Disposal App

- Atlas Disposal app launched this month
- Residents can set up Automatic Bill Pay, use “What goes where” tool, and access educational resources right now
- Educational tools and quizzes for targeted outreach
- In January, residents can look up their schedule, set up custom notifications, and schedule bulky pickups



Upcoming Communications

- Mailer and postcard going to residents this month with billing setup instructions and a QR code to download the Atlas Disposal app
- We'll be using every channel to educate residents about the transition:
 - City newsletter
 - Social media posts
 - Grapevine articles
 - Website
 - Advertising
 - Emails
 - App notifications
 - Direct mail
- 2025 Service Guide will be mailed to residents in December

Transition Timeline

- Effective December 23rd, 2024, Atlas Disposal will begin taking resident requests and scheduling Bulky Item Appointments
- Effective January 2nd, 2025, Atlas Disposal will begin all services on a delayed holiday schedule following the New Year
- Collection services in 2025 will have the same service days, same carts, and same schedule to minimize resident impact
- Street Sweeping schedule into 2025 will continue as regularly scheduled

Education and Outreach Materials

- Resident Newsletter
- School Outreach Plan: Curriculum being developed on Source Reduction, Waste Sorting, and Composting
- Scholarship Program for Rancho Cordova students
- Data-driven educational materials to increase diversion
- Much More to Come!

We Are Ready

- Transition is progressing smoothly
- Atlas Disposal team is actively communicating and engaging with the community
- Currently in escrow on a new property in Rancho Cordova to house our operations
- Exciting new app, partnerships with local organizations, and new educational materials will create a better customer experience
- Equipment and staffing will be ready for the January 2025 transition.
WE ARE READY TO SERVE THE RESIDENTS OF RANCHO CORDOVA!

MEMORANDUM



ITEM 18.2.

DATE: October 7, 2024
TO: Honorable Mayor and Council Members
FROM: David Kwong, Assistant City Manager
SUBJECT: **A RESOLUTION TO APPROVE JOINING THE SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY (SPTC-JPA) AS A MEMBER AGENCY OF THE SPTC-JPA AND THE CONTINUING FUNDING AGREEMENT**

RECOMMENDATION

Consider and adopt the Resolution to approve joining the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) as a member agency and the continuing funding agreement of \$27,500 annually. It is anticipated from SPTC costs will rise to \$40,000 annually at the beginning of the next fiscal year.

RESULT OF RECOMMENDED ACTION

The City of Rancho Cordova would be a member agency the SPTC-JPA. The SPTC-JPA would need to amend the Reciprocal Use and Funding Agreement (RUFA) to implement this amendment.

BACKGROUND

The Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) or JPA, at its August 5, 2024, JPA meeting directed its staff to invite the City of Rancho Cordova as a member agency of the JPA. The JPA owns the rail corridor from 65th Street in Sacramento to Missouri Flat Road in Placerville, fifty-three miles of track.

The tracks were purchased by Sacramento County, Regional Transit, City of Folsom and El Dorado County. The purchase was completed around 1996 and the JPA was formed through a Reciprocal Use and Funding Agreement. In that agreement it identified that a member of each agency would be appointed and there would also be a member at large. The member-at-large has been a member of the City Council of Rancho Cordova although, the City of Rancho Cordova is not a member agency.

Each of the four member agencies contribute equally to the annual operational costs of the JPA. The current annual contribution by each JPA member agency is \$27,500. The JPA is governed by a five-member Board of Directors (representatives from Sacramento County, El Dorado County, City of Folsom, Regional Transit and an at large member appointed by the JPA). Each member agency appoints one member to the Board and the Board members appoint a member at large (currently a member of the Rancho Cordova City Council). The

regular meetings of the Board of Directors are scheduled for once every calendar quarter.

The RUFA governs the JPA's powers and responsibilities with respect to the Rail Corridor and is structured to preserve home rule by each member agency over its allocated portion. While the JPA is the legal owner of the Rail Corridor, each member agency holds an easement covering its allocated portions of the Rail Corridor that gives the member agency very broad discretion concerning its usage. (RUFA, Section 4.) At present, the allocated portions of the Rail Corridor are approximately as follows (the list progresses from West to East).

- **Sacramento Regional Transit District**: From Brighton (near 65th Street in Sacramento) to the Highway 50 overcrossing of Folsom Boulevard.
- **Sacramento Regional Transit District and City of Folsom (shared)**: From the Highway 50 overcrossing of Folsom Boulevard to the Folsom Wye.
- **City of Folsom**: From the Folsom Wye to the White Rock crossing.
- **Sacramento County**: from White Rock crossing to the Sacramento-El Dorado County line.
- **El Dorado County**: from the Sacramento-El Dorado County line to Placerville.

The JPA has no power to use or transfer any portion of the Rail Corridor without the prior request or consent of the member agency to which that portion has been allocated [RUFA, Section 7(a)]. Conversely, any member agency may direct the JPA to permit a third-party use of its allocated portion, or to transfer part of its allocated portion, provided that the use or transfer will not:

- a. Administration, including engineering and legal counsel
- b. Corridor maintenance/weed abatement
- c. Access and use permitting
- d. Property management
- e. Facilitating development of transportation uses in the corridor
- f. Preserving continuity of the corridor (administering the RUFA)

Since that time, the JPA has facilitated trans-jurisdictional (regional) uses of the right-of-way by providing a single primary point of contact for the public. The JPA also has facilitated regional uses of the right-of-way by providing a forum for staff to meet and discuss potential projects. In this context, the JPA played a significant role in facilitating the agreement between RT and the City of Folsom for the extension of light rail into the City of Folsom. Finally, the JPA facilitates the preservation of expertise and knowledge of the history of the public ownership of the right-of-way.

What does this mean for the City of Rancho Cordova?

The tracks were acquired before Rancho Cordova became a City so the City of Rancho Cordova was not included in the original purchase. The JPA Board appoints a member at large, which historically has been Rancho Cordova. The JPA Board could decide to appoint a different member at large, resulting in the City of Rancho Cordova losing its seat on the JPA Board. Since the corridor runs through your City, but that section has been allocated to RT, by joining the JPA Board you could secure your seat and voice on the corridor. This action would replace the member at large.

If Rancho Cordova is interested in joining the JPA, an amendment to the RUFA and the Continuing Funding Agreement would be made, to add Rancho Cordova as a member. The JPA is funded by member contributions which have been \$27,500 in recent years but will be increasing in the future to approximately \$40,000 annually. The JPA is in the beginning stages of a Master Plan in which the City of Rancho Cordova would continue to have voice. Currently, Mayor Sander sits on the JPA as a member of the public at large and Council Member Budge sits on the JPA as a member of the Regional Transit Board. Should the City of Rancho Cordova Council take action to join the JPA, it is anticipated that the City would have one formal seat on the JPA. In conversations with the JPA staff, it is anticipated that the public at-large member would be deleted from the JPA through amendment of the RUFA and the Regional Transit Board would determine the assignment of their representative on the JPA.

Staff involvement would include attending and participating in the JPA's meeting held in the City of Folsom on a quarterly basis and any corresponding work effort on the JPA's work or the master plan process and any future potential opportunities for trail sites. The next SPTC JPA meeting is on November 4, 2024.

FISCAL IMPACT AND FUNDING SOURCE

Annual costs based on the SPTC-JPA Continuing funding agreement is approximately \$27,500. SPTC-JPA is bringing to the JPA an increase in that amount to \$40,000 annually in the next fiscal year.

ATTACHMENT(S)

1. Resolution
2. SPTC-JPA Letter
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, TO APPROVE JOINING THE SACRAMENTO PLACERVILLE
TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY (SPTC-JPA) AS A MEMBER
AGENCY OF THE SPTC-JPA AND THE CONTINUING FUNDING AGREEMENT**

WHEREAS, the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) or JPA, at its August 5, 2024, JPA meeting directed its staff to invite the City of Rancho Cordova as a member agency of the JPA; and

WHEREAS, the JPA owns the rail corridor from 65th Street in Sacramento to Missouri Flat Road in Placerville, fifty-three miles of track; and

WHEREAS, the tracks were purchased by Sacramento County, Regional Transit, City of Folsom and El Dorado County and the purchase was completed around 1996 and the JPA was formed through a Reciprocal Use and Funding Agreement (RUFA); and

WHEREAS, in that agreement it identified that a member of each agency would be appointed and there would also be a member at large; and

WHEREAS, the member-at-large has been a member of the City Council of Rancho Cordova although, the Rancho Cordova is not a member agency and each of the four member agencies contribute equally to the annual operational costs of the JPA member agency is \$27,500 but will be increasing in the future to approximately \$40,000 annually; and

WHEREAS, each member agency appoints one member to the Board and the Board members appoint a member at large (currently a member of the Rancho Cordova City Council); and

WHEREAS, the RUFA governs the JPA's powers and responsibilities with respect to the Rail Corridor and is structured to preserve home rule by each member agency over its allocated portion; and

WHEREAS, Mayor Sander currently sits on the JPA as a member of the public at large and Councilmember Budge sits on the JPA as a member of the Regional Transit Board; and

WHEREAS, if the City of Rancho Cordova Council takes action to join the JPA, it is anticipated that the City would have one formal seat on the JPA; and

WHEREAS, the JPA has facilitated trans-jurisdictional (regional) uses of the right-of-way by providing a single primary point of contact for the public. The JPA also has facilitated regional uses of the right-of-way by providing a forum for staff to meet and discuss potential projects. The JPA facilitates the preservation of expertise and knowledge of the history of the public ownership of the right-of-way; and

ITEM 18.2.

ATTACHMENT 1

WHEREAS, Staff involvement would include attending and participating in the JPA's meeting held in the City of Folsom on a quarterly basis and any corresponding work effort on the JPA's work or the master plan process and any future potential opportunities for trail sites.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA approves joining the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPS) as a member agency of the SPTC-JPA and the continuing funding agreement.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of October 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

SACRAMENTO-PLACERVILLE TRANSPORTATION

CORRIDOR JOINT POWERS AUTHORITY

Member Agencies: City of Folsom / County of El Dorado / County of Sacramento / Regional Transit

August 20, 2024

Rancho Cordova City Manager
Micah Runner
2729 Prospect Park Drive
Rancho Cordova, CA 95670

SUBJECT: Sacramento Placerville Transportation Corridor

Mr. Runner,

I am the Chief Executive Officer of the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC JPA). The JPA owns the rail corridor from 65th Street in Sacramento to Missouri Flat Road in Placerville, fifty-three miles of track.

The tracks were purchased by Sacramento County, Regional Transit, City of Folsom and El Dorado County. The purchase was completed around 1996 and the JPA was formed through a Reciprocal Use and Funding Agreement (Attachment A). In that agreement it identified that a member of each agency would be appointed and there would also be a member at large. The member at large has been a member of your City Council, but Rancho Cordova is not a member agency. There have been five amendments to the RUFA, they are also attached.

The JPA Board supports adding Rancho Cordova as a member. At the meeting of August 5th, 2024, the Board provided directions for me to reach out to the City of Rancho Cordova to ask if you are interested in becoming a member agency? If Rancho Cordova is interested in joining the recommendation would be a straightforward amendment to the RUFA and the Continuing Funding Agreement, to add Rancho Cordova as a member.

The JPA is funded by member contributions which have been \$27,500 in recent years but will be increasing in the future (Continuing Funding Agreement Attachment B). I have attached the staff report and minutes regarding the budget from the May 13, 2024, meeting where the budget was approved and the minutes from the August 5, 2024, meeting where the minutes were approved (Attachment C).

The JPA is in the beginning stages of a Master Plan or something similar. This is something as a member agency you would be involved in and have a voice in the process.

This would be the perfect time to become a member as we can insure your contributions to the plan.

SACRAMENTO-PLACERVILLE TRANSPORTATION

CORRIDOR JOINT POWERS AUTHORITY

Member Agencies: City of Folsom / County of El Dorado / County of Sacramento / Regional Transit

The next meeting for the JPA will be November 4th, I would appreciate any information by October 31, 2024, so that I could provide an update to the board.

If you need information, please let me know. You can reach me at 530.306.7649 or by email at vmsanders61@gmail.com.

Sincerely,

Vickie Sanders

Vickie Sanders, Chief Executive Officer
Sacramento Placerville Transportation Corridor Joint Powers Authority

**SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

**RECIPROCAL USE AND FUNDING AGREEMENT
(Placerville Branch)**

THIS RECIPROCAL USE AND FUNDING AGREEMENT (the "AGREEMENT") is made effective as of the 31st day of August, 1996, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("EL DORADO"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("SACRAMENTO"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California ("FOLSOM"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("SPTC-JPA").

Recitals

WHEREAS, effective October 8, 1991, EL DORADO, SACRAMENTO, FOLSOM and RT (collectively, the "MEMBER AGENCIES") created the SPTC-JPA by entering into that certain Joint Powers Agreement For The Acquisition And Preservation Of The Southern Pacific Placerville Branch Railroad Right Of Way, which Agreement was amended effective March 31, 1992 (as amended, the "JPA AGREEMENT");

WHEREAS, SPTC-JPA is negotiating with Southern Pacific Transportation Company, a Delaware corporation ("SP"), for the purchase of certain real property located in the counties of Sacramento and El Dorado, State of California (the "RAIL CORRIDOR");

WHEREAS, the parties hereto desire to enter this AGREEMENT in accordance with Section 7.E of the JPA AGREEMENT to establish their joint and several rights and responsibilities with respect to the acquisition, ownership, use, operation, improvement, maintenance and eventual disposition of the RAIL CORRIDOR.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Allocation of Rail Corridor; Approval of Acquisition.

(a) The MEMBER AGENCIES hereby agree to allocate rights and responsibilities with respect to the RAIL CORRIDOR among the MEMBER AGENCIES according to the map attached hereto as Exhibit A and incorporated herein (each MEMBER AGENCY's respective allocated portion is hereinafter referred to as its "ALLOCATED PORTION").

(b) Each MEMBER AGENCY hereby approves the acquisition of its ALLOCATED PORTION under the terms and conditions of that certain draft Sale Agreement between SP and SPTC-JPA, attached hereto as Exhibit B and incorporated herein (the "SALE AGREEMENT").

2. Funding Responsibilities for Corridor Acquisition.

(a) The MEMBER AGENCIES hereby agree to allocate responsibility for funding the purchase price and related costs for the acquisition of the RAIL CORRIDOR (the "TOTAL COST") as follows:

<u>MEMBER AGENCY</u>	<u>Purchase Price</u>	<u>Est. Closing Costs</u>	<u>TOTAL COST</u>
EL DORADO	\$ 2,641,000	\$129,000	\$ 2,770,000
FOLSOM	\$ 3,126,000	\$124,000	\$ 3,250,000
RT	\$ 7,820,000	\$126,000	\$ 7,946,000
SACRAMENTO	\$ 413,000	\$121,000	\$ 534,000
Total	\$14,000,000	\$500,000	\$14,500,000

Each MEMBER AGENCY shall devote its continuous reasonable efforts to obtain funding sufficient to meet its obligations under this Section. Provided that such funding has been obtained, each MEMBER AGENCY shall pay its allocated portion of the TOTAL COST to SPTC-JPA not later than five (5) business days prior to the date set for the close of

escrow under the SALE AGREEMENT. In the event the closing costs for the acquisition of the RAIL CORRIDOR are less than the estimated amount of \$500,000, SPTC-JPA shall refund to the MEMBER AGENCIES any excess amounts contributed by the MEMBER AGENCIES. Such refunds shall be made proportionately to the MEMBER AGENCIES' contributions to the estimated closing costs. In the event the closing costs for the acquisition of the RAIL CORRIDOR exceed the estimated amount of \$500,000, the MEMBER AGENCIES shall promptly contribute such additional funds as may be necessary; such additional contributions shall be made proportionately to each MEMBER AGENCY's initial contribution to estimated closing costs.

(b) Subject to the reimbursement provisions contained in Section 9(d), below, FOLSOM'S initial funding responsibility shall be fifty percent (50%) of FOLSOM'S allocated portion of the TOTAL COST set forth in Section 2(a), above ("FOLSOM'S INITIAL CONTRIBUTION"). The balance of FOLSOM'S allocated portion of the TOTAL COST ("FOLSOM'S FINAL CONTRIBUTION") shall be funded initially by RT. In providing the initial funding of FOLSOM'S FINAL CONTRIBUTION, RT may use the portion of RT's TCI grant funds to be allocated to FOLSOM as provided in Section 2 (c), below, if any, and any other funds available to RT for such purpose.

(c) RT shall pay a portion of the TOTAL COST on behalf of SACRAMENTO and FOLSOM in an amount equal to any amounts received by RT under TCI Grant No. 03A03/A4 in excess of \$3,177,344; provided, that the maximum amount of such payment made on behalf of SACRAMENTO and FOLSOM shall not exceed \$897,656. In the event the amounts received by RT under TCI Grant No. 03A03/A4 do not exceed \$3,177,344, RT shall have no obligation under this Section 2(c). Any such payment on behalf of SACRAMENTO and FOLSOM shall be attributed 9% (i.e., a maximum of \$80,156) to SACRAMENTO and 91% (i.e., a maximum of \$817,500) to FOLSOM. SACRAMENTO and FOLSOM shall assume all of RT's obligations under TCI Grant No. 03A03/A4 only with respect to those grant funds paid by RT on their behalf.

3. Termination of Sale Agreement. In the event the SALE AGREEMENT is terminated without acquisition of the RAIL CORRIDOR by SPTC-JPA, this AGREEMENT shall automatically terminate concurrently therewith.

4. Title to the Rail Corridor; Easements for Use. Title to the RAIL CORRIDOR (except for the BRIGHTON AERIAL EASEMENT, as defined below) shall be held by the SPTC-JPA. As soon as practicable following the close of escrow under the SALE AGREEMENT, the SPTC-JPA shall enter into an easement agreement with each MEMBER AGENCY granting to each MEMBER AGENCY the right to use such MEMBER AGENCY's ALLOCATED PORTION. The form of said easement agreement (the "EASEMENT AGREEMENT") is attached hereto as Exhibit C and incorporated herein. Notwithstanding the foregoing, SPTC-JPA shall not obtain any interest in that certain aerial easement over SP's main line track near Brighton, referred to in Section 2.2(a)

and Exhibit C of the SALE AGREEMENT (the "BRIGHTON AERIAL EASEMENT"). Rather, the BRIGHTON AERIAL EASEMENT will be conveyed directly to RT from SP.

5. Intentionally Omitted.

6. Defects in Title. The parties hereto acknowledge that SP is conveying the RAIL CORRIDOR to SPTC-JPA "as-is, where-is," with no warranties of title except for the implied warranties set forth in California Civil Code Section 1113 with respect to the deed from SP granting the fee and easement portions of the RAIL CORRIDOR as referenced in Section 4.1 of the SALE AGREEMENT. Each MEMBER AGENCY hereby (i) acknowledges that it has been fully apprised of the risk of title defects associated with its ALLOCATED PORTION and (ii) assumes all responsibility and liability in connection with such title defects in its ALLOCATED PORTION, if any. To the extent not covered by title insurance, each MEMBER AGENCY shall indemnify, defend and hold harmless SPTC-JPA and the other MEMBER AGENCIES, their officers, directors, employees and agents from and against any and all "LOSSES" (as defined below) arising out of or in any way related to defects in SPTC-JPA's title to such MEMBER AGENCY's ALLOCATED PORTION. As used in this Agreement, "LOSSES" means claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative or judicial proceedings (including, but not limited to, condemnation, inverse condemnation and quiet title actions initiated or defended, by such MEMBER AGENCY, SPTC-JPA or the other MEMBER AGENCIES) and orders, judgments, remedial action requirements, enforcements and actions of any kind and all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorney's fees and costs of defense.

7. Restrictions on Use, Transfers and Encumbrances; Conveyance to Member Agencies Upon Dissolution.

(a) The SPTC-JPA shall not sell, transfer, convey, alienate, encumber, hypothecate, pledge or otherwise dispose of (collectively, "TRANSFER") any interest in the RAIL CORRIDOR, or use any portion of the RAIL CORRIDOR without in each case obtaining the prior written consent of all of the MEMBER AGENCIES; except that at the written request of any MEMBER AGENCY that SPTC-JPA use or TRANSFER any part of such MEMBER AGENCY's ALLOCATED PORTION, SPTC-JPA shall execute any and all documents reasonably necessary to effectuate such use or TRANSFER if and only if such use or TRANSFER (i) will not cause any reversionary rights in the RAIL CORRIDOR to vest, other than such rights of the State of California as may vest pursuant to an executed "Fund Transfer Agreement" allocating State funds for the purchase of the RAIL CORRIDOR (ii) will not otherwise threaten the continuity of any portion of the RAIL CORRIDOR, (iii) will not violate the terms of any Notice of Interim Trails Use issued by the Interstate Commerce Commission or Surface Transportation Board with respect to the RAIL CORRIDOR, and (iv) will not conflict with the terms of any then-existing "Fund Transfer Agreement," leases, easements, licenses or other agreements affecting the portion

of the RAIL CORRIDOR subject to such use or TRANSFER. Any attempt to use or TRANSFER all or any portion of the RAIL CORRIDOR in violation of this Section shall be void and confer no rights on the transferee. Net income, if any, resulting from a use or TRANSFER of any portion of the RAIL CORRIDOR shall be paid to the MEMBER AGENCY or MEMBER AGENCIES to which such used or TRANSFERRED portion of the RAIL CORRIDOR has been allocated under the terms of this AGREEMENT.

(b) Except as provided in Sections 4, 7, 8 and 9, SPTC-JPA shall not grant any right to use or possess any portion of the RAIL CORRIDOR.

(c) In the event SPTC-JPA is dissolved for any reason, SPTC-JPA shall quitclaim to each MEMBER AGENCY all of SPTC-JPA's right, title and interest in and to such MEMBER AGENCY's ALLOCATED PORTION. The quitclaim deed shall contain restrictions on the use of the RAIL CORRIDOR conveyed thereby and shall be in the form of Exhibit D, attached hereto and incorporated herein.

8. Reciprocal Easements Generally.

(a) Each MEMBER AGENCY shall have the right to request an easement agreement from the SPTC-JPA for the purpose of conducting transportation operations across any other MEMBER AGENCY's ALLOCATED PORTION. Any MEMBER AGENCY which makes a written request for such access rights (the "ACCESSING MEMBER") to any other MEMBER AGENCY's ALLOCATED PORTION (the "HOLDING MEMBER") shall promptly enter into good faith negotiations with the HOLDING MEMBER concerning the terms and conditions of such easement agreement.

(b) Upon request of either the ACCESSING MEMBER or HOLDING MEMBER, the proposed agreement shall be submitted to non-binding mediation to address any unresolved terms or conditions. The ACCESSING MEMBER and HOLDING MEMBER shall agree upon one person to serve as mediator. If the ACCESSING MEMBER and HOLDING MEMBER are unable to agree on a mediator within 15 calendar days after the request for mediation is made, either of them may request legal counsel to the SPTC-JPA to select three persons qualified to mediate the matter. Said legal counsel shall deliver a list of candidates to the ACCESSING MEMBER and HOLDING MEMBER, and within five (5) days after receipt thereof, the ACCESSING MEMBER and HOLDING MEMBER shall confer and each shall strike one name. The remaining person shall be selected as the mediator. If the remaining person is unable or unwilling to serve as a mediator, the process shall be repeated until a mediator is chosen and retained. The ACCESSING MEMBER and HOLDING MEMBER shall equally share the cost of mediation services. A HOLDING MEMBER shall not be required to mediate the terms and conditions of such an agreement more often than once per calendar year unless the ACCESSING MEMBER agrees to pay all costs of the mediator.

(c) Upon ACCESSING MEMBER's and HOLDING MEMBER's agreement on mutually-acceptable terms for such easement agreement, the ACCESSING MEMBER and HOLDING MEMBER shall take appropriate actions to approve the agreement. After such approval, the ACCESSING MEMBER and HOLDING MEMBER shall submit the agreement to the board of directors of the SPTC-JPA for approval by delivering a written request for hearing to the Chief Executive Officer of the SPTC-JPA. The matter shall be set for hearing at the next regularly-scheduled meeting of SPTC-JPA's board of directors. Said agreement shall be approved by a majority vote of the directors then present, unless reasonably disapproved based upon any one of the following findings:

(i) The agreement permits the use of the RAIL CORRIDOR in a manner that would cause the reversionary rights of any third party other than a MEMBER AGENCY or the State of California (as provided in Section 7(a)) to vest or to otherwise threaten the continuity of the RAIL CORRIDOR; or

(ii) The agreement permits a use of the RAIL CORRIDOR that would cause the SPTC-JPA or another MEMBER AGENCY, without its written consent or agreement, to be subject to the jurisdiction of the Surface Transportation Board ("STB"), or any successor agency thereto, based upon common carrier status or otherwise, or to be subject to the Federal Railroad Administration ("FRA"), or any successor agency thereto, with respect to federal railroad safety requirements or otherwise; or

(iii) The agreement permits a use of the RAIL CORRIDOR that would result in insufficient access to facilitate the reasonably anticipated transportation uses of another MEMBER AGENCY without the written consent or agreement of such MEMBER AGENCY; or

(iv) The agreement includes a term, condition, or covenant that is inconsistent in any manner with the terms, conditions, and covenants of the SALE AGREEMENT or the Shared Use Agreement between SPTC-JPA and SP, or this AGREEMENT; or

(v) The agreement includes a term, condition, or covenant that has a material and adverse impact on another MEMBER AGENCY's (A) exposure to liability or (B) existing or reasonably anticipated transportation uses of the RAIL CORRIDOR; or

(vi) The agreement does not address a significant material issue regarding existing or reasonably anticipated transportation uses of the RAIL CORRIDOR; or

(vii) The agreement has not been approved by both the ACCESSING MEMBER and the HOLDING MEMBER.

In the event the SPTC-JPA's board of directors has neither approved nor disapproved such agreement within ninety (90) days after delivery of a written request for hearing to the Chief Executive Officer of the SPTC-JPA, such agreement shall be deemed to have been approved.

(d) If the SPTC-JPA board of directors approves the agreement between the ACCESSING MEMBER and the HOLDING MEMBER, the SPTC-JPA will grant an easement to the ACCESSING MEMBER pursuant to the terms and conditions of the agreement between the ACCESSING MEMBER and the HOLDING MEMBER. If the SPTC-JPA board of directors reasonably disapproves such agreement, the board of directors shall adopt findings supporting such disapproval. In that event, the ACCESSING MEMBER and HOLDING MEMBER shall negotiate in good faith to redraft the agreement and, if successful, may resubmit it to the SPTC-JPA board of directors. The decision of SPTC-JPA's board of directors shall be binding on the ACCESSING MEMBER and HOLDING MEMBER.

(e) If the SPTC-JPA has dissolved prior to the review and approval set forth in Sections 8(c) and (d), each MEMBER AGENCY shall appoint a representative for the limited purpose of performing such review and approval.

(f) The provisions of this Section 8 shall survive the dissolution of the SPTC-JPA and the termination of this AGREEMENT.

9. Reciprocal Easements between RT/SACRAMENTO and FOLSOM/EL DORADO.

(a) The parties hereto acknowledge that, as of the date first above written, (i) RT intends to extend its light rail transportation service in the near future from its current terminus at approximately milepost 99, near Butterfield, eastward to approximately milepost 102, near Mather Field Road, and, at a later date, to approximately milepost 105, near Sunrise Boulevard, (ii) FOLSOM and/or EL DORADO ("FOLSOM/ED") may institute passenger rail service from their respective jurisdictions westward to RT's proposed station at approximately milepost 105, near Sunrise Boulevard, (iii) FOLSOM/ED may institute "OCCASIONAL TOURIST EXCURSION RAIL SERVICE" (which is defined as passenger rail service that is limited to weekends and holidays) from their respective jurisdictions westward to the City of Sacramento, and (iv) FOLSOM/ED may reactivate freight rail service from their respective jurisdictions westward to the eastern terminus of SP's freight rail service. The provision of passenger, OCCASIONAL TOURIST EXCURSION, and freight rail service by FOLSOM/ED, as described above, will necessitate the granting of easements by the SPTC-JPA to FOLSOM/ED over the ALLOCATED PORTIONS of RT and/or SACRAMENTO ("RT/SACRAMENTO"); provided, however, that any easement over RT's ALLOCATED PORTION granted under this Section 9 shall be located only on the "Freight Rail Easement Property," as defined in the Shared Use Agreement between

SPTC-JPA and SP (the "FREIGHT RAIL EASEMENT PROPERTY"). (SACRAMENTO'S ALLOCATED PORTION and the FREIGHT RAIL EASEMENT PROPERTY located on RT'S ALLOCATED PORTION are hereinafter collectively referred to as the "RT/SACRAMENTO EASEMENT PROPERTY.") Such easements shall be granted in accordance with the procedures, and pursuant to the terms and conditions, set forth in this Section 9.

(b) FOLSOM/ED shall have the right to obtain easement agreements described in Sections 9(c) and (d), below, to the extent the SPTC-JPA has the right to grant such easement agreements, and the consideration payable to RT/SACRAMENTO for said easements shall be limited to payment of the maintenance costs and costs for business liability risks as described in said Sections. RT/SACRAMENTO shall enter into good-faith negotiations on the terms and conditions of such easement agreements with FOLSOM/ED promptly upon receipt of a written request therefor from FOLSOM/ED. FOLSOM/ED acknowledge and understand that SPTC-JPA's ability to grant easements for OCCASIONAL TOURIST EXCURSION RAIL SERVICE over the FREIGHT RAIL EASEMENT PROPERTY may be subject to further negotiation with SP with respect to the Shared Use Agreement.

(c) With respect only to OCCASIONAL TOURIST EXCURSION RAIL SERVICE or freight rail service by FOLSOM/ED on the RT/SACRAMENTO EASEMENT PROPERTY, in the event RT/SACRAMENTO and FOLSOM/ED cannot agree on mutually-acceptable terms and conditions for such easement agreements within sixty (60) days after delivery of said written request(s) from FOLSOM/ED, any of them may submit any disputed term(s) or condition(s) to the board of directors of the SPTC-JPA for resolution by delivering a written request to the Chief Executive Officer of the SPTC-JPA. The matter shall be set for hearing at the next regularly-scheduled meeting of the SPTC-JPA's board of directors. The resolution of such dispute shall be determined by a majority vote of the directors then present; provided, however, that only those directors directly appointed by a MEMBER AGENCY shall participate in the resolution of any such disputed terms or conditions. If the SPTC-JPA has dissolved prior to such hearing, each MEMBER AGENCY shall appoint a representative for the limited purpose of performing such hearing. The decision of the SPTC-JPA board of directors (or, in the event of dissolution, the MEMBER AGENCIES' appointed representatives) shall be binding on RT/SACRAMENTO and FOLSOM/ED and must incorporate the following criteria:

(i) The terms and conditions of the easement agreements shall not limit the westernmost extent of FOLSOM/ED's right to use the RT/SACRAMENTO EASEMENT PROPERTY for OCCASIONAL TOURIST EXCURSION RAIL SERVICE and shall provide that all tourist excursion rail service operated on other than a weekend or holiday shall be subject to the provisions of Section 9(d), below.

(ii) The terms and conditions of the easement agreements shall limit the westernmost extent of FOLSOM/ED's right to use the RT/SACRAMENTO EASEMENT PROPERTY for freight rail service to the location of the eastern terminus of SP's freight rail service at any given time.

(iii) The terms and conditions of the easement agreements shall be fair and reasonable under the then-existing, and reasonably foreseeable, circumstances.

(iv) The terms and conditions of the easement agreements must adequately protect RT/SACRAMENTO's then-existing, and reasonably foreseeable, uses of their ALLOCATED PORTIONS, as well as their reasonable safety and liability concerns, while providing FOLSOM/ED sufficient uses of the RT/SACRAMENTO EASEMENT PROPERTY to facilitate FOLSOM/ED's reasonably foreseeable OCCASIONAL TOURIST EXCURSION RAIL SERVICE and freight rail service uses.

(v) The terms and the conditions of the easement agreements shall provide that (A) FOLSOM/ED's rights to operate over the RT/SACRAMENTO EASEMENT PROPERTY are granted on condition that FOLSOM/ED do not claim local transportation funds under the Mills-Alquist-Deddeh Act (Public Utilities Code Section 99200, *et seq.*) for public transportation services provided by FOLSOM/ED over the RT/SACRAMENTO EASEMENT PROPERTY, and (B) FOLSOM/ED agree that (1) said rights do not constitute RT's consent to an allocation of funds under Public Utilities Code Section 99286, or any successor section thereto, and (2) RT does not consent to an allocation of local transportation funds to FOLSOM/ED based upon an apportionment under Public Utilities Code Section 99231(f), or any successor section thereto, on account of public transportation services provided by FOLSOM/ED over the RT/SACRAMENTO EASEMENT PROPERTY.

(vi) The terms and conditions of the easement agreements shall require FOLSOM/ED to pay the incremental cost to RT/SACRAMENTO of maintaining any property relating to FOLSOM/ED's OCCASIONAL TOURIST EXCURSION RAIL SERVICE or freight rail service and shall require FOLSOM/ED to be responsible, proportionately to FOLSOM/ED's uses, for business risk liability within RT/SACRAMENTO's ALLOCATED PORTIONS. "Incremental costs," as used in this AGREEMENT, includes not only costs directly related to FOLSOM/ED's operations but also includes costs incurred to maintain the RT/SACRAMENTO EASEMENT PROPERTY. The purpose of this provision is to ensure that RT/SACRAMENTO are compensated for all costs related to FOLSOM/ED's uses of the RT/SACRAMENTO EASEMENT PROPERTY.

(d) With respect to passenger rail service, the parties agree as follows:

(i) FOLSOM/ED shall have the right to obtain easement agreements permitting them to provide passenger rail service from their respective ALLOCATED PORTIONS over the RT/SACRAMENTO EASEMENT PROPERTY to RT's proposed station at approximately milepost 105, near Sunrise Boulevard in accordance with the procedures, terms and conditions set forth below.

(ii) RT shall not expend the \$81.775 million programmed in the STIP for RT for a period of twenty-four (24) months after the date first above written, unless RT and FOLSOM agree to such expenditure.

(iii) FOLSOM shall take no action during said 24-month period to reprogram the funds referenced in Section 9(d)(ii), above. At no time after said 24-month period shall FOLSOM seek to reprogram or expend more than \$30 million of the funds referenced in Section 9(d)(ii), above.

(iv) Within thirty (30) days after the date first above written, RT and FOLSOM shall form a committee to develop a plan for obtaining the funds above \$85 million necessary for RT to design and construct its light rail project from Mather Field Road to the proposed RT station at approximately milepost 105, near Sunrise Boulevard, and for FOLSOM to design and construct its passenger rail project from the proposed RT station at approximately milepost 105, near Sunrise Boulevard, to the City of Folsom.

(v) Within sixty (60) days after the date first above written, the joint committee referenced in Section 9(d)(iv), above, shall inform the RT board of directors and the FOLSOM city council of the funding acquisition plan and shall seek authority to proceed. The funding acquisition plan shall include a contingency plan in the event RT does not build its light rail project to approximately milepost 105, near Sunrise Boulevard.

(vi) If, at the end of the 24-month period referenced in Section 9(d)(ii) - (iii), above, or sooner if mutually agreed upon, sufficient additional funds are programmed or identified to RT's and FOLSOM'S satisfaction, to design and construct the projects described in Section 9(d)(iv), above, FOLSOM will pay FOLSOM'S FINAL CONTRIBUTION, as referenced in Section 2, above, less those TCI grant funds paid on behalf of FOLSOM as referenced in Section 2, above, to RT. If no additional funds are programmed or identified, FOLSOM shall have the option to either: (A) require reimbursement from RT for FOLSOM'S INITIAL CONTRIBUTION, as referenced in Section 2, above, and FOLSOM shall have no further rights to the RAIL CORRIDOR nor any obligations under the TCI grant; or (B) pay FOLSOM'S FINAL CONTRIBUTION, less those TCI grant funds paid on behalf of FOLSOM as referenced in Section 2, above, to RT.

(vii) The terms and conditions of the easement agreements shall be fair and reasonable under the then-existing, and reasonably foreseeable circumstances.

(viii) The terms and conditions of the easement agreements shall adequately protect RT/SACRAMENTO's then-existing and reasonably foreseeable uses of their ALLOCATED PORTIONS as well as their reasonable safety and liability concerns, while providing FOLSOM/ED sufficient uses of the RT/SACRAMENTO EASEMENT PROPERTY to facilitate FOLSOM/ED's reasonably foreseeable passenger rail uses.

(ix) The terms and conditions of the easement agreements shall provide that such passenger rail service in RT's ALLOCATED PORTION shall be operated only on the FREIGHT RAIL EASEMENT PROPERTY.

(x) The terms and conditions of the easement agreements shall provide that (A) FOLSOM/ED's rights to operate over the RT/SACRAMENTO EASEMENT PROPERTY are granted on condition that FOLSOM/ED do not claim local transportation funds under the Mills-Alquist-Deddeh Act (Public Utilities Code Section 99200, *et seq.*) for public transportation services provided by FOLSOM/ED over the RT/SACRAMENTO EASEMENT PROPERTY, and (B) FOLSOM/ED agree that (1) said rights do not constitute RT's consent to an allocation of funds under Public Utilities Code Section 99286, or any successor section thereto, and (2) RT does not consent to an allocation of local transportation funds to FOLSOM/ED based upon an apportionment under Public Utilities Code Section 99231(f), or any successor section thereto, on account of public transportation services provided by FOLSOM/ED over the RT/SACRAMENTO EASEMENT PROPERTY.

(xi) The terms and conditions of the easement agreements shall require FOLSOM/ED to pay RT/SACRAMENTO the incremental cost to RT/SACRAMENTO of maintaining any property relating to FOLSOM/ED's passenger rail service and shall require FOLSOM/ED to be responsible, proportionately to FOLSOM/ED's uses, for business risk liability within RT/SACRAMENTO's ALLOCATION PORTIONS. "Incremental costs," as used in this AGREEMENT, includes not only costs directly related to FOLSOM/ED's operations but also includes costs incurred to maintain the RT/SACRAMENTO EASEMENT PROPERTY. The purpose of this provision is to ensure that RT/SACRAMENTO are compensated for all costs related to FOLSOM/ED's uses of the RT/SACRAMENTO EASEMENT PROPERTY.

(xii) The terms and conditions of the easement agreements shall provide that RT will retain full discretion over all aspects of its operations.

(xiii) In the event RT/SACRAMENTO and FOLSOM/ED cannot agree on mutually-acceptable terms and conditions for such easement agreements relating to passenger rail service within sixty (60) days after delivery of a written request from FOLSOM/ED, any of them may submit any disputed term(s) or condition(s) to non-binding mediation pursuant to the procedures set forth in Section 8(b), above.

(xiv) In the event RT/SACRAMENTO and FOLSOM/ED agree on mutually-acceptable terms and conditions for easement agreements relating to passenger rail service, or the terms and conditions of such easement agreements are established by mediation as set forth above, such easement agreements shall be submitted to the SPTC-JPA board of directors for review and approval in the manner set forth in Section 8(c) and (d). If the SPTC-JPA has dissolved prior to such review and approval, each MEMBER AGENCY shall appoint a representative for the limited purpose of performing such review and approval.

(e) In the event FOLSOM/ED does not elect to operate passenger rail service using their own employees, FOLSOM/ED shall deliver written notice to RT of such election and shall promptly thereafter enter into good-faith negotiations with RT to operate FOLSOM/ED's passenger rail service. In the event RT fails to enter such negotiations, or the parties cannot agree on mutually-satisfactory terms and conditions, FOLSOM/ED shall put the operation of such passenger rail service up for competitive bid; provided, that FOLSOM/ED shall give RT an opportunity to submit a bid for the operation of such service.

(f) In the event EL DORADO elects to institute passenger rail or OCCASIONAL TOURIST EXCURSION RAIL SERVICE, or to reactivate freight rail service, EL DORADO may also require an easement from FOLSOM over all or a portion of FOLSOM'S ALLOCATED PORTION. Such easement shall be granted to EL DORADO in accordance with the procedures, and pursuant to the terms and conditions, set forth in subsections (b) through (d) of this Section 9; provided, that with respect to such easement agreement between FOLSOM and EL DORADO, the rights and obligations of RT/SACRAMENTO set forth in subsections (b) through (d) of this Section 9 shall be the rights and obligations of FOLSOM and the rights and obligations of FOLSOM/ED set forth in subsections (b) through (d) of this Section 9 shall be the rights and obligations of EL DORADO.

(g) The provisions of this Section 9 shall survive the dissolution of the SPTC-JPA and the termination of this AGREEMENT.

10. Waiver of Partition. As long as this AGREEMENT is in effect, each party hereto hereby waives any right it might otherwise have to institute an action or otherwise require partition of the RAIL CORRIDOR or any part thereof, or any similar remedy.

11. Further Acts. SPTC-JPA and each MEMBER AGENCY covenant and agree to execute such other and further instruments, and perform such other and further acts, as may be reasonably necessary to fully carry out the intent of this AGREEMENT.

12. Notices. Notices given under this AGREEMENT shall be in writing and shall either be given personally, or delivered by first-class United States mail or other means of

written communication. Notices shall be deemed received at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices shall be directed to the parties at the addresses shown below. Any party may change the party's address for purposes of this Section by giving written notice of the new address to the other parties.

SPTC-JPA: John Segerdell
SPTC-JPA
c/o Regional Transit
2811 O Street
Sacramento, CA 95814

SACRAMENTO: Douglas M. Fraleigh, Agency Administrator
County of Sacramento
Public Works Agency
827 7th Street, Room 301
Sacramento, CA 95814

EL DORADO: Michael Stoltz
COUNTY OF EL DORADO
2850 Fairlane Court
Placerville, CA 95667

FOLSOM: Director of Public Works
CITY OF FOLSOM
300 D Persifer Street
Folsom, CA 95630

RT: General Manager
Regional Transit
2811 O Street
Sacramento, CA 95814

13. Successors and Assigns. This AGREEMENT shall bind and inure to the benefit of the respective successors and assigns of the parties hereto except as herein expressly provided.

14. Governing Law. This AGREEMENT shall be interpreted, construed and enforced in accordance with the laws of the State of California.

15. Representation by Counsel. SACRAMENTO, EL DORADO, FOLSOM, RT and SPTC-JPA hereby acknowledge that each has been represented by independent counsel with respect to the approval of this AGREEMENT.

16. Integration, Amendment and Waiver. This AGREEMENT is the entire AGREEMENT, and supersedes all prior and contemporaneous agreements, representations and understandings, of the parties concerning the subject matter hereof. No supplement, modification or amendment of this AGREEMENT shall be binding unless executed in writing by all of the parties. No waiver of any provision of this AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. Counterparts. This AGREEMENT may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

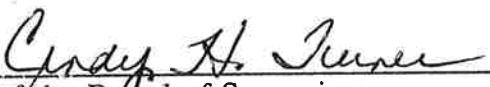
18. Grant Conditions. This Agreement is subject to financial assistance contracts between some of the MEMBER AGENCIES and the United States of America, acting through the U.S. Department of Transportation, Federal Transit Administration (hereinafter "FTA"), and between some of the MEMBER AGENCIES and the State of California, acting through the California Transportation Commission (hereinafter "CTC") and the California Department of Transportation (hereinafter "CALTRANS"), and between some of the MEMBER AGENCIES and the Sacramento Transportation Authority (hereinafter "STA"). The MEMBER AGENCIES and SPTC-JPA agree to comply with all terms and conditions required of those MEMBER AGENCIES under such financial assistance contracts. If FTA, CTC, CALTRANS, or STA, including any successor agency of the foregoing, require any changes to this AGREEMENT or to any other agreement referenced in this AGREEMENT in order to comply with the terms and conditions of such financial assistance, the MEMBER AGENCIES and STPC-JPA agree to amend this AGREEMENT and any other referenced agreement or to enter into a novation or take any other action in order to comply with such requirements. The duties, responsibilities, and liabilities of the MEMBER AGENCIES shall be equitably adjusted to put the MEMBER AGENCIES in the same position as the MEMBER AGENCIES would have been had such requirements been addressed at the time the MEMBER AGENCIES executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT effective as of the date first above written.

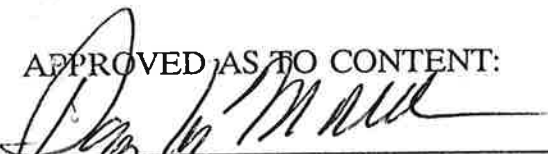
COUNTY OF SACRAMENTO, a political
subdivision of the State of California

By: 
Chairperson, Sacramento County
Board of Supervisors

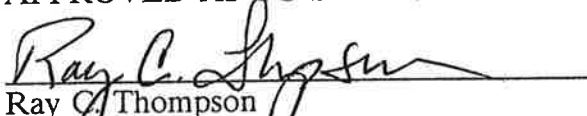
ATTEST:


Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:


Douglas M. Fraleigh, Administrator
Public Works Agency

APPROVED AS TO FORM:


Ray C. Thompson
Deputy County Counsel

SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

By: _____
Robert Kerth, Chair

By: _____
Pilka Robinson, General Manager

By: _____
Mark Gilbert, Chief Legal Counsel

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT effective as of the date first above written.

COUNTY OF SACRAMENTO, a political
subdivision of the State of California

By: _____
Chairperson, Sacramento County
Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

Douglas M. Fraleigh, Administrator
Public Works Agency

APPROVED AS TO FORM:

Ray C. Thompson
Deputy County Counsel

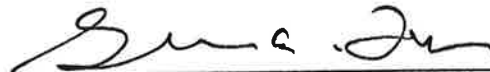
SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

By: _____
Dave Cox, Vice Chair

By: _____
Pilka Robinson, General Manager

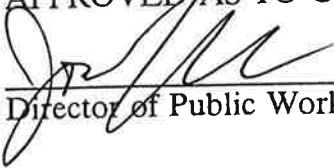
By: _____
Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation



Mayor

APPROVED AS TO CONTENT:



Director of Public Works

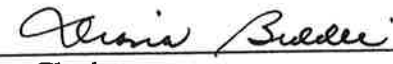
8/29/96

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: _____
Chairman, Board of Supervisors

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

CITY OF FOLSOM,
a municipal corporation

Mayor

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

ATTEST:

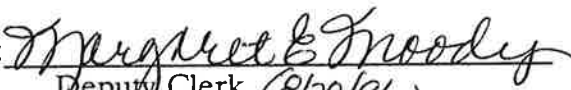
City Clerk

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: 
Chairman, Board of Supervisors
RAYMOND J. NUTTING (8-20-96)
(Ed dte)

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: 
Deputy Clerk (8/20/96)
(Ed dte)

SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: Robert Holderness
Robert Holderness, Chair

By: John Segerdell
John Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: Kirk E. Frost
Kirk E. Frost,
Authority's Legal Counsel

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY

FIRST AMENDMENT TO
RECIPROCAL USE AND FUNDING AGREEMENT
(Placerville Branch)

THIS FIRST AMENDMENT TO RECIPROCAL USE AND FUNDING AGREEMENT (the "Amendment") is made effective as of the 6th day of September, 1996, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California ("Folsom"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("SPTC-JPA").

Recitals

A. WHEREAS, effective August 31, 1996, the parties hereto entered into that certain Reciprocal Use and Funding Agreement (the "Agreement"); and

B. WHEREAS, the parties now desire to amend the Agreement to reallocate portions of the Rail Corridor (as defined in the Agreement) between Sacramento and RT.

Amendment

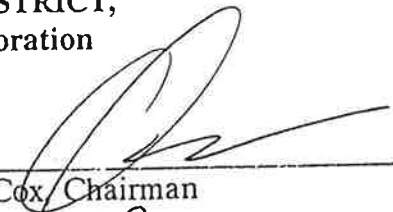
NOW THEREFORE, the parties hereto agree as follows:

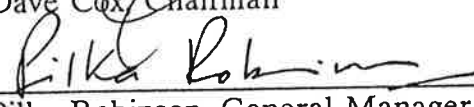
1. Except as otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Agreement.

2. Exhibit A of the Agreement is hereby amended to read as shown on Exhibit A-1, attached to this Amendment and incorporated herein.

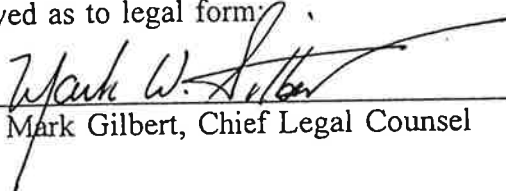
3. This Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

By: 
Dave Cox, Chairman

By: 
Pilka Robinson, General Manager

Approved as to legal form:

By: 
Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation

Mayor

APPROVED AS TO CONTENT:

Director of Public Works

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

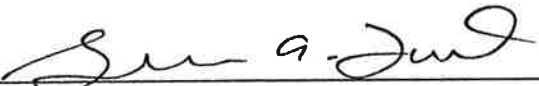
By: _____
Dave Cox, Chairman

By: _____
Pilka Robinson, General Manager

Approved as to legal form:

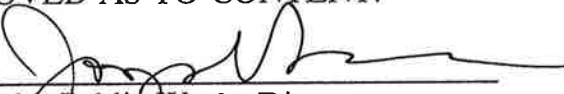
By: _____
Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation



Glenn A. Fait, Mayor

APPROVED AS TO CONTENT:



Joe Luchi, Public Works Director

APPROVED AS TO FORM:



Martha Lofgren, City Attorney

ATTEST:



City Clerk

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: 
Chairman, Board of Supervisors
WALTER L. SHULTZ 6/24/97

ATTEST:

DIXIE FOOTE
Clerk of the Board of Supervisors

By: 
Deputy Clerk 6/24/97

**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY**

By: _____
Robert Holderness, Chair

By: _____
John Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: _____
Kirk E. Trost,
Authority's Legal Counsel

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: _____
Chairman, Board of Supervisors

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

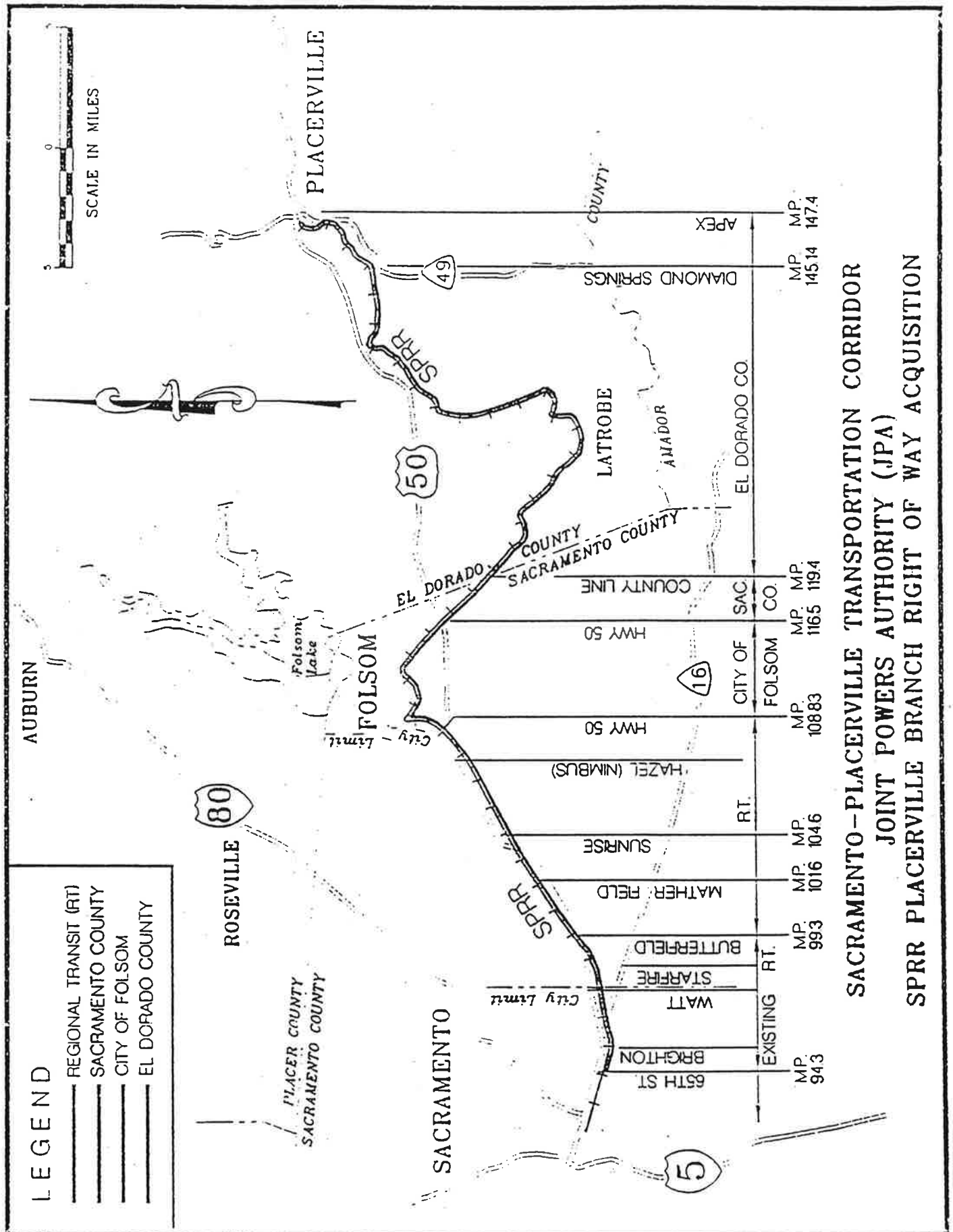
SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: Robert Y Holderness
Robert Holderness, Chair

By: John Segerdell
John Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: Kirk E. Trost
Kirk E. Trost,
Authority's Legal Counsel



**SACRAMENTO – PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

**SECOND AMENDMENT TO
RECIPROCAL USE AND FUNDING AGREEMENT
(Placerville Branch)**

THIS SECOND AMENDMENT TO RECIPROCAL USE AND FUNDING AGREEMENT (the "SECOND AMENDMENT") is made effective as of the 22nd day of February, 1999, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California (Folsom"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO – PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("SPTC-JPA").

Recitals

A. WHEREAS, effective August 31, 1996, the parties hereto entered into that certain Reciprocal Use and Financing Agreement and amended it effective September 6, 1996 (as amended, the "AGREEMENT"); and

B. WHEREAS, effective August 31, 1998, RT and FOLSOM entered into that certain agreement of "First Amendment to Reciprocal Use and Funding Agreement" (the "1998 AMENDMENT") which extended the time for payment of FOLSOM's FINAL CONTRIBUTION under Section 9 (d)(vi) of the AGREEMENT; and

C. WHEREAS, the parties now desire that this SECOND AMENDMENT shall supersede and replace the 1998 AMENDMENT between RT and FOLSOM.

Amendment

NOW THEREFORE, the parties hereto agree as follows:

1. Except as otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the AGREEMENT.

2. Section 9(d)(vi) of the AGREEMENT is hereby amended to read as follows:

“(vi) On or before March 1, 1999, FOLSOM shall either (A) require reimbursement from RT for FOLSOM'S INITIAL

CONTRIBUTION, as referenced in Section 2, above, and FOLSOM shall have no further rights to the RAIL CORRIDOR nor any obligations under the TCI grant; or (B) pay to RT FOLSOM'S FINAL CONTRIBUTION, less those TCI grant funds paid on behalf of FOLSOM, as referenced in Section 2, above."

3. Section 16 of the AGREEMENT is hereby amended to read as follows:

"16. Integration, Amendment and Waiver. This AGREEMENT is the entire AGREEMENT, and supersedes all prior and contemporaneous agreements, representations and understandings, of the parties concerning the subject matter hereof. No supplement, modification or amendment of the AGREEMENT shall be binding unless executed in writing by all of the parties. Notwithstanding the foregoing, (a) RT and FOLSOM may extend the time for repayment of FOLSOM'S FINAL CONTRIBUTION by letter agreement executed by the RT General Manager and FOLSOM City Manager; and (b) RT and FOLSOM may otherwise modify (i) their respective rights and obligations under Section 9(d)(vi), and (ii) their respective ALLOCATED PORTIONS under Exhibit A, by a written amendment to the AGREEMENT executed only by RT and FOLSOM. No waiver of any provision of this AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver."

4. This SECOND AMENDMENT may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

5. Except as expressly amended herein, all terms and conditions of the AGREEMENT shall remain in full force and effect.

**COUNTY OF SACRAMENTO
TRANSPORTATION DIVISION**

RESOLUTION NO. 99-0660

May 25, 1999
May 26, 1999

Gwynne Dawkins

BE IT RESOLVED AND ORDERED that the Chair of the Board of Supervisors is hereby authorized and directed to approve the Second Amendment to the Reciprocal Use and Funding Agreement for the Sacramento-Placerville Transportation Corridor Joint Powers Authority ("AUTHORITY"), between the AUTHORITY and it's member entities, the Sacramento Regional Transit District ("RT"), the County of Sacramento ("SACRAMENTO"), the County of El Dorado ("EL DORADO"), and the City of Folsom ("FOLSOM"), and to do and perform everything necessary to carry out the purpose of the Resolution.

ON A MOTION by Supervisor Nottoli, seconded by Supervisor Niello, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 25th day of May, 1999, by the following vote, to-wit:

AYES:	Supervisors,	Niello, Nottoli, Johnson
NOES:	Supervisors,	none
ABSENT:	Supervisors,	Collin, Dickinson
ABSTAIN:	Supervisors,	none

Muriel P. Johnson
Chair of the Board of Supervisors



ATTEST

Giddy H. Turner
Clerk of the Board of Supervisors

FILED

MAY 25 1999

BY *Gwynne Dawkins*
CLERK OF THE BOARD

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

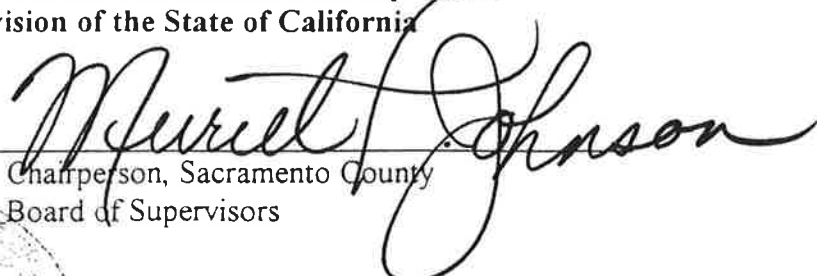
MAY 25 1999

By *Gwynne Dawkins*
Deputy Clerk, Board of Supervisors

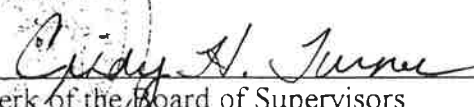
IN WITNESS WHEREOF, the parties hereto have executed this SECOND AMENDMENT effective as of the date first above written.

COUNTY OF SACRAMENTO, a political
subdivision of the State of California

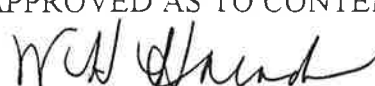
By


Chairperson, Sacramento County
Board of Supervisors

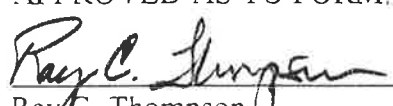
ATTEST


Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:


Administrator, Public Works Agency

APPROVED AS TO FORM:


Ray C. Thompson
Deputy County Counsel

SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation

By: _____

Muriel P. Johnson, Chairperson

By: _____

Pilka Robinson, General Manager

Approved as to legal form:

By: _____

Mark Gilbert, Chief Legal Counsel

CITY OF FOLSOM,
a municipal corporation

Mayor

APPROVED AS TO CONTENT:

Joe Luchi, Public Works Director

APPROVED AS TO FORM:

Martha Lofgren, City Attorney

ATTEST:

City Clerk

**SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation**

By: _____
Muriel P. Johnson, Chairperson

By: _____
Pilka Robinson, General Manager

Approved as to legal form:

By: _____
Mark Gilbert, Chief Legal Counsel

**CITY OF FOLSOM,
a municipal corporation**

Mayor

APPROVED AS TO CONTENT:

Joe Luchi, Public Works Director

APPROVED AS TO FORM:

Martha Lofgren, City Attorney

ATTEST:

City Clerk

**EL DORADO COUNTY
BOARD OF SUPERVISORS
AGENDA TRANSMITTAL
Meeting of May 11, 1999**

COPY

AGENDA TITLE: Signing of Second Amendment to Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) Reciprocal Use and Funding Agreement (RUFA)

DEPARTMENT: TRANSPORTATION

DATE: 4/28/99

CAO USE ONLY

CONTACT: Kris Payne *WRP* /nk

PHONE: 5926

C TOM 4/30/99

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION: The Department of Transportation requests the Board authorize and the Chairman to sign the Second Amendment to Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) Reciprocal Use and Funding Agreement (RUFA). Copy of the Amendment is attached.

CAO RECOMMENDATION:

CAO CONCURS

Financial impact? () Yes (X) No

Funding Source: () Gen Fund () Other

BUDGET SUMMARY:Total Est. Cost \$ 0**Funding**

Budgeted \$ _____

New Funding \$ _____

Savings* \$ _____

Other \$ _____

Total Funding Available \$ _____

Change in Net County Cost \$ 0

* Explain _____

CAO Office Use Only:

45's Vote Req. () Yes (X) No

Change in Policy () Yes (X) No

New Personnel () Yes (X) No

CONCURRENCES:

Risk Management _____

County Counsel _____

Other _____

BOARD ACTIONS:

MAY 11 1999

- APPROVED AND CHAIRMAN AUTHORIZED TO SIGN.

Vote: Unanimous _____ Or

Ayes: SOLARO, HUMPHREYS, BRADLEY, NUTTING, NIELSEN

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors.

Date: *May 14, 1999*

Noes: NONE

Attest: DIXIE L. FOOTE, Board of Supervisors Clerk

Abstentions: NONE

Absent: NONE

By: *Margaret E. Moody*
Deputy Clerk

Rev. 2/96 j:\agenda\win95

COUNTY OF EL DORADO, a political
subdivision of the State of California

By: Penny Humphreys
Chairman, Board of Supervisors 5-11-99
PENNY HUMPHREYS
SECOND VICE-CHAIRMAN

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: Margaret E. Moody
Deputy Clerk 5-11-99

SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: William S. Bradley
William S. Bradley, Chair

By: John C. Segerdell
John C. Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: Paul J. Chrisman
Paul J. Chrisman
Authority's Legal Counsel

**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: _____
Chairman, Board of Supervisors

ATTEST:

DIXIE L. FOOTE
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY**

By: William S. Bradley
William S. Bradley, Chair

By: John C. Segerdell
John C. Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: Paul J. Chrisman
Paul J. Chrisman
Authority's Legal Counsel

THIRD AMENDMENT TO THE RECIPROCAL USE AND FUNDING AGREEMENT

THIS THIRD AMENDMENT TO THE RECIPROCAL USE AND FUNDING AGREEMENT ("Amendment") is made effective as of the 2nd day of September, 2003, by and between the **CITY OF FOLSOM**, a municipal corporation, ("Folsom"), **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, ("RT"), and **SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY**, a joint powers agency, ("JPA").

Recitals

WHEREAS, Folsom, RT, the Counties of Sacramento and El Dorado and the JPA entered into a Reciprocal Use and Funding Agreement dated August 31, 1996 which was amended September 6, 1996, August 31, 1998 (superseded by 1999 amendment), and February 22, 1999 (the "RUFA"); and

WHEREAS, Folsom owns an easement interest in a portion of the Rail Corridor located in the City of Folsom, California, and which was granted to Folsom by the JPA; and

WHEREAS, RT owns and operates a public transportation system within the County of Sacramento and plans to extend the system over a portion of Folsom's easement area described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, upon acquisition of the Rail Corridor in 1996, RT advanced on behalf of Folsom the balance of Folsom's allocated portion of the "Total Cost" of the Rail Corridor acquisition, which advance (less TCI grant funds paid on behalf of Folsom) was in the amount of \$745,500 (the "Advance"); and

WHEREAS, the parties desire to amend the RUFA to modify their rights and obligations and the description of their respective allocated portions of the Rail Corridor; and

WHEREAS, The Second Amendment to the RUFA, dated February 22, 1999, provides that RT and Folsom may modify their respective rights and obligations and the description of their respective allocated portions of the Rail Corridor by an amendment to the RUFA executed by Folsom and RT only.

NOW THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Amendment

1. Definitions

Except as otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the RUFA.



2. Transfer of Property Interests

Concurrently with the execution of this Amendment, Folsom will quitclaim its interest in the Property to JPA, and JPA will grant concurrent easements to Folsom and RT, the forms of which are respectively set forth in Exhibits B (the "Folsom Easement Agreement") and C (the "RT Easement Agreement"), attached hereto and incorporated herein. Except as the Folsom Easement Agreement and the RT Easement Agreement modify Folsom's and RT's respective rights and obligations with respect to the Property, all terms and conditions of the parties' current easement agreements with the JPA will remain unchanged. RT acknowledges that the grant to RT shall be subject to the rights of Folsom and other third parties in and to the utilities and other facilities presently existing on the Property. Folsom represents that, to the best of its ability, it has delivered to RT copies of all agreements, maps, and other written documentation in Folsom's possession, concerning utilities and other facilities presently existing in the Operating Zone (as that term is defined in Section 4.a of the RT Easement Agreement). Except as disclosed to RT in writing, Folsom has no actual knowledge of other utilities or facilities within the Operating Zone. On or before January 1, 2004, Folsom shall, to the best of its ability, deliver to RT copies of all agreements, maps, and other written documentation in Folsom's possession, concerning utilities and other facilities presently existing on the remainder of the Property.

3. Satisfaction of Debt

Section 9(d)(vi) will be deleted from the RUFA in its entirety and neither RT nor Folsom will have any further rights or obligations thereunder upon execution and recordation of the RT Easement Agreement and the Folsom Easement Agreement.

4. Reallocation of Property

- a. Upon recordation of the easements granted by the JPA under Section 2 of this Amendment, the Property shall be reallocated as shown on Exhibit D, attached hereto and incorporated herein, which Exhibit replaces the current Exhibit A of the RUFA.
- b. The Property shall be the Allocated Portion of both Folsom and RT under the RUFA, subject to the following qualifications:
 - i. JPA shall obtain the written consent of both Folsom and RT with respect to any Transfer of property rights in and to the Property under Section 7 of the RUFA, which consent shall be given subject to the qualifications set forth in the Folsom Easement Agreement and the RT Easement Agreement.
 - ii. Any net income resulting from any Transfer of property rights in and to the Property under Section 7 of the RUFA shall be allocated



between Folsom and RT as set forth in the Folsom Easement Agreement and the RT Easement Agreement. Notwithstanding the foregoing, the parties agree that RT will be entitled to all net income resulting from any Transfer of property rights in and to the Property for RT's transportation use and reasonably related uses of the Property under the RT Easement Agreement. To the extent any property rights are granted over and above the property rights for RT's transportation use and reasonably related uses, such property rights shall be subject to the allocation set forth in the first sentence of this Section b.ii.

- iii. In the event JPA is dissolved for any reason, JPA shall quitclaim its rights, title and interest in and to the Property, in accordance with the requirements of Section 7 of the RUFA, to Folsom alone; provided, however, that such quitclaim shall not require the consent of RT pursuant to Subsection b.i, above, and such quitclaim shall be subject to RT's continuing rights and obligations under the RT Easement Agreement.
- iv. Folsom and RT acknowledge that they have read, understand, and agree to, the provisions of Section 6 of the RUFA concerning potential defects in the JPA's title to the Rail Corridor, including the Property. In the event the JPA incurs any Loss arising out of, or in any way related to, defects in JPA's title to the Property that is not covered by title insurance, the responsibilities of Folsom and RT to indemnify and defend the JPA therefor shall be equitably apportioned between Folsom and RT as they may reasonably agree. In the event Folsom and RT are unable to agree upon an equitable apportionment, their obligations to the JPA under Section 6 of the RUFA shall be joint and several.

5. Counterparts

This Amendment may be executed in any number of counterparts and by different parties in separate counterparts each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

6. Further Assurances

The JPA, RT and Folsom will execute additional documents and take all actions necessary to fully carry out the intent of this Amendment.

7. Effect of this Amendment

Except as expressly amended herein, all terms and conditions of the RUFA shall remain in full force and effect.



8. Ambiguities

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against any party.

9. Authority.

Each of the signatories to this Agreement represents that he or she is authorized to sign the Agreement on behalf of such party and that all approvals, resolutions and consents which must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Agreement.

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

CITY OF FOLSOM

By _____
Martha Clark Lofgren,
City Manager

Approved as to Content:

By _____
Richard J. Lorenz,
Director of Public Works

Approved as to Legal Form:

By _____
Steven P. Rudolph,
City Attorney

SACRAMENTO REGIONAL
TRANSIT DISTRICT

By _____
Beverly A. Scott,
General Manager/CEO

Approved as to Content:

By _____
Michael R. Wiley,
Assistant General Manager
of Planning & Transit
System Development

Approved as to Legal Form:

By _____
Attorney



Attest:

By _____
Christa Schmidt,
Interim City Clerk

**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

By: _____
Kerri Howell, Chair

By: _____
John C. Segerdell, CEO

Approved as to Legal Form:

By _____
Paul J. Chrisman,
General Counsel



**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

**FOURTH AMENDMENT TO
RECIPROCAL USE AND FUNDING AGREEMENT
(Placerville Branch)**

THIS FOURTH AMENDMENT TO RECIPROCAL USE AND FUNDING AGREEMENT (the "Fourth Amendment") is made effective as of the 9th day of May, 2016, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California ("Folsom"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("SPTC-JPA").

Recitals

A. WHEREAS, effective August 31, 1996, the parties hereto entered into that certain Reciprocal Use and Funding Agreement, which agreement was amended effective September 6, 1996, February 22, 1999, and September 2, 2003 (as amended, the "Agreement"); and

B. WHEREAS, the parties now desire to amend the Agreement to reallocate portions of the Rail Corridor (as defined in the Agreement) between the County of Sacramento and the City of Folsom.

Amendment

NOW THEREFORE, the parties hereto agree as follows:

1. Except as otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Agreement.
2. Exhibit A of the Agreement (previously amended on September 2, 2003) is hereby replaced in its entirety by Exhibit A of this Fourth Amendment, attached hereto and incorporated herein.
3. This Fourth Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

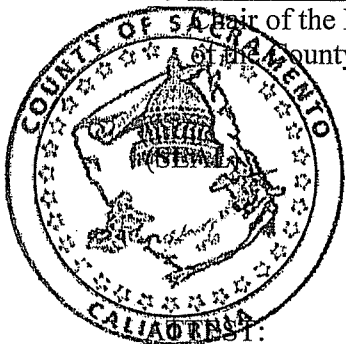
5. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment effective as of the date first above written.

**COUNTY OF SACRAMENTO, a political
subdivision of the State of California**

By: Roberta MacKlash

Chair of the Board of Supervisors
of the County of Sacramento



By: Florence Evans

Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

By: [Signature]

Michael J. Penrose, Director
Department of Transportation

APPROVED AS TO FORM:

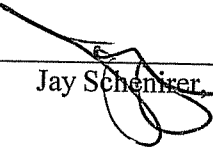
By: William Burke

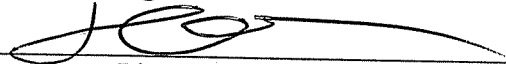
Deputy County Counsel

08.02.16

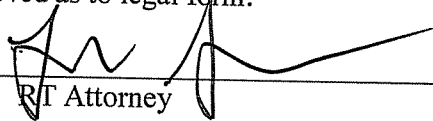
RUFA Amendment No. 4

**SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation**

By:  _____
Jay Schenker, Chairperson

By:  _____
Henry Li, General Manager/CEO

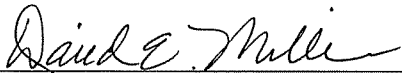
Approved as to legal form:

By:  _____
RT Attorney

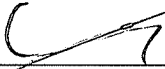
CITY OF FOLSOM,
a municipal corporation

By:  1/10/2017
Evert W. Palmer, City Manager

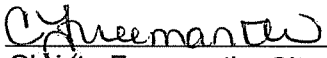
APPROVED AS TO CONTENT:

By: 
David E. Miller, Director of Public Works

APPROVED AS TO FORM:

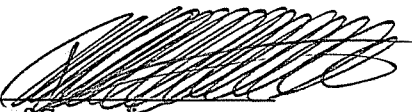
By: 
Steven Wang, City Attorney

Attest:

By:  1/11/17
Christa Freemantle, City Clerk



COUNTY OF EL DORADO, a political
subdivision of the State of California

By: 
Chairman, Board of Supervisors
Ron Minkoff, Chair 12/13/16

ATTEST:

By: 
Clerk of the Board of Supervisors

SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: _____
Kerri Howell, Chair

By: _____
John C. Segerdell, CEO

APPROVED AS TO LEGAL FORM:

By: _____
Paul J. Chrisman
General Counsel

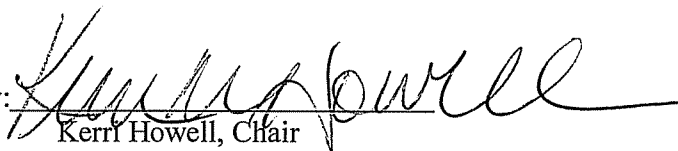
**COUNTY OF EL DORADO, a political
subdivision of the State of California**

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Clerk of the Board of Supervisors

**SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY**

By: 
Kerri Howell, Chair

By: 
John C. Segerdell, CEO

APPROVED AS TO LEGAL FORM:

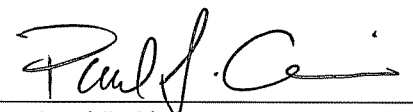
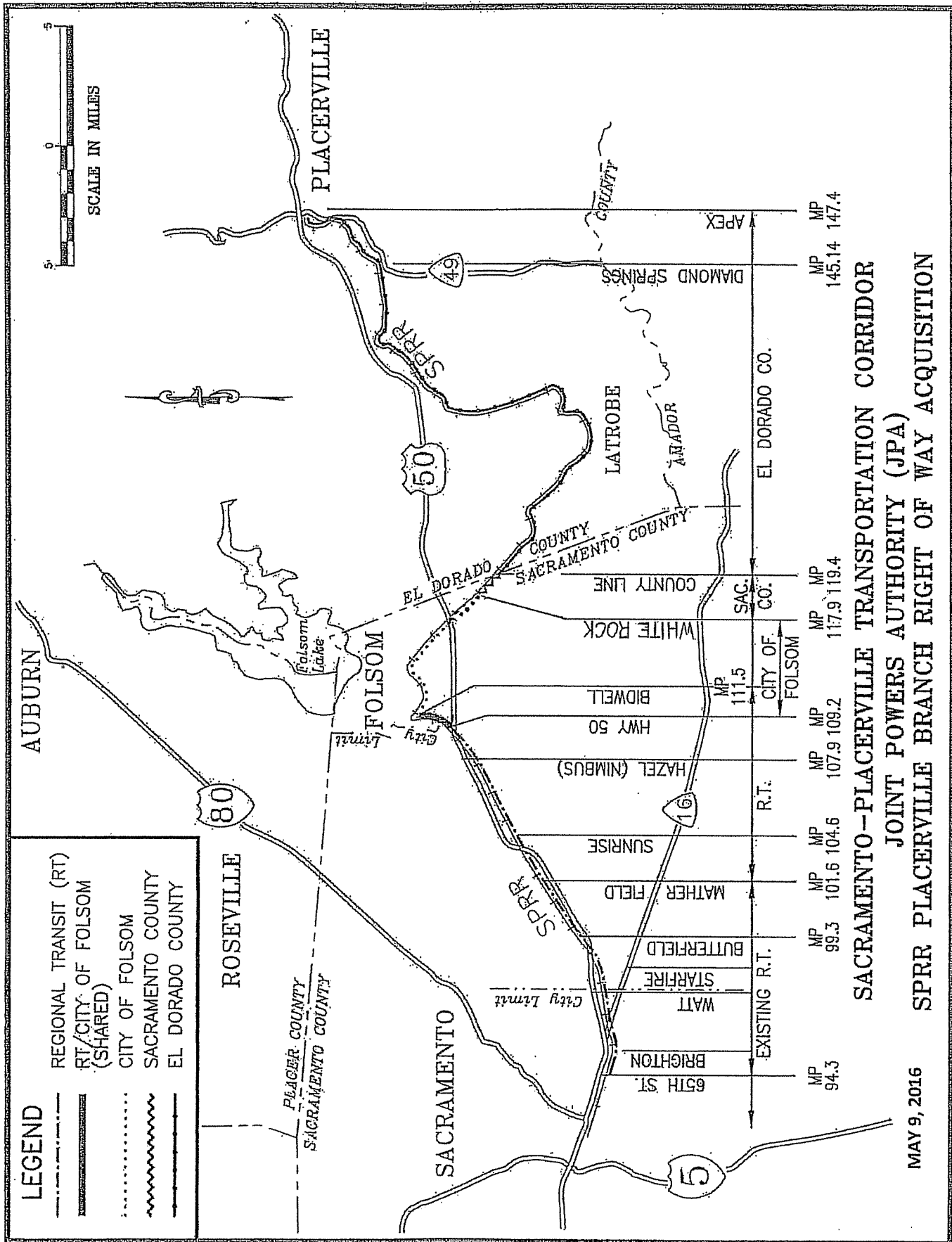
By: 
Paul J. Chrisman
General Counsel

EXHIBIT A



**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

**FIFTH AMENDMENT TO
RECIPROCAL USE AND FUNDING AGREEMENT
(Placerville Branch)**

THIS FIFTH AMENDMENT TO RECIPROCAL USE AND FUNDING AGREEMENT (the “Fifth Amendment”) is made effective as of the 1st day of June 2023, by and among the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California (“Folsom”), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation (“RT”), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency (“JPA”).

Recitals

A. WHEREAS, effective August 31, 1996, the parties hereto entered into that certain Reciprocal Use and Funding Agreement, which agreement was amended effective September 6, 1996, February 22, 1999, September 2, 2003, and May 9, 2016 (as amended, the “Agreement”); and

B. WHEREAS, Folsom and RT own concurrent easements in a portion of the Rail Corridor located along Folsom Boulevard in the City of Folsom, California, which were granted to them by the JPA (the “Folsom Boulevard Easements”); and

C. WHEREAS, RT owns and operates a public transportation system within the County of Sacramento, including the area encompassed by the Folsom Boulevard Easements, and plans to expand its system by constructing parallel tracks in a portion of that area; and

D. WHEREAS, the parties desire to amend the Agreement and RT’s Folsom Boulevard Easement to modify the description of RT’s Easement and “Operating Zone”; and

E. WHEREAS, the Second Amendment to the Agreement, dated February 22, 1999, provides that RT and Folsom may modify their respective rights and obligations and the description of their respective allocated portions of the Rail Corridor by an amendment to the Agreement executed by Folsom and RT only.

Amendment

NOW THEREFORE, the parties hereto agree as follows:

1. Except as otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Agreement.
2. Exhibit A of the Agreement, as previously amended, is hereby replaced in its entirety by Exhibit A of this Fifth Amendment, attached hereto and incorporated herein.
3. Concurrently with the execution of this Amendment, JPA will execute and record the First Amendment to RT's Folsom Boulevard Easement, the form of which is set forth in Exhibit B (the "RT Easement Amendment"), attached hereto and incorporated herein. Except as the RT Easement Amendment modifies Folsom's and RT's respective rights and obligations with respect to the Property, all terms and conditions of the parties' current easement agreements with the JPA will remain unchanged.
4. This Fifth Amendment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
5. Except as expressly amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

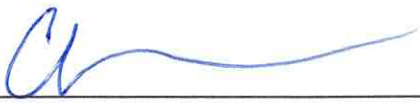
IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment effective as of the date first above written.

**SACRAMENTO REGIONAL
TRANSIT DISTRICT,
a public corporation**

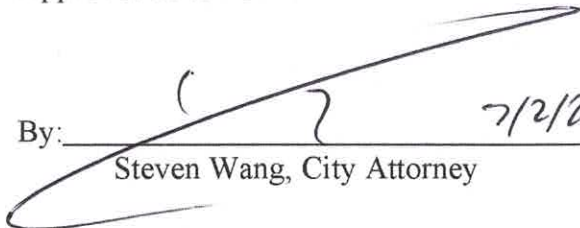
By: 
Henry Li, General Manager/CEO

By: 
Olga Sanchez-Ochoa, General Counsel

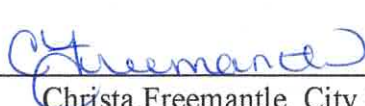
**CITY OF FOLSOM,
a municipal corporation**

By: 
Elaine Andersen, City Manager

Approved as to Form:

By:  7/2/2013
Steven Wang, City Attorney

ATTEST:

By:  7/12/23
Christa Freemantle, City Clerk



SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: 
Sarah Aquino, Chair

By: 
Brett Bollinger, CEO

APPROVED AS TO LEGAL FORM:

By: 
Paul J. Chrisman, General Counsel



EXHIBIT A

Map of Allocated Portions in the Rail Corridor

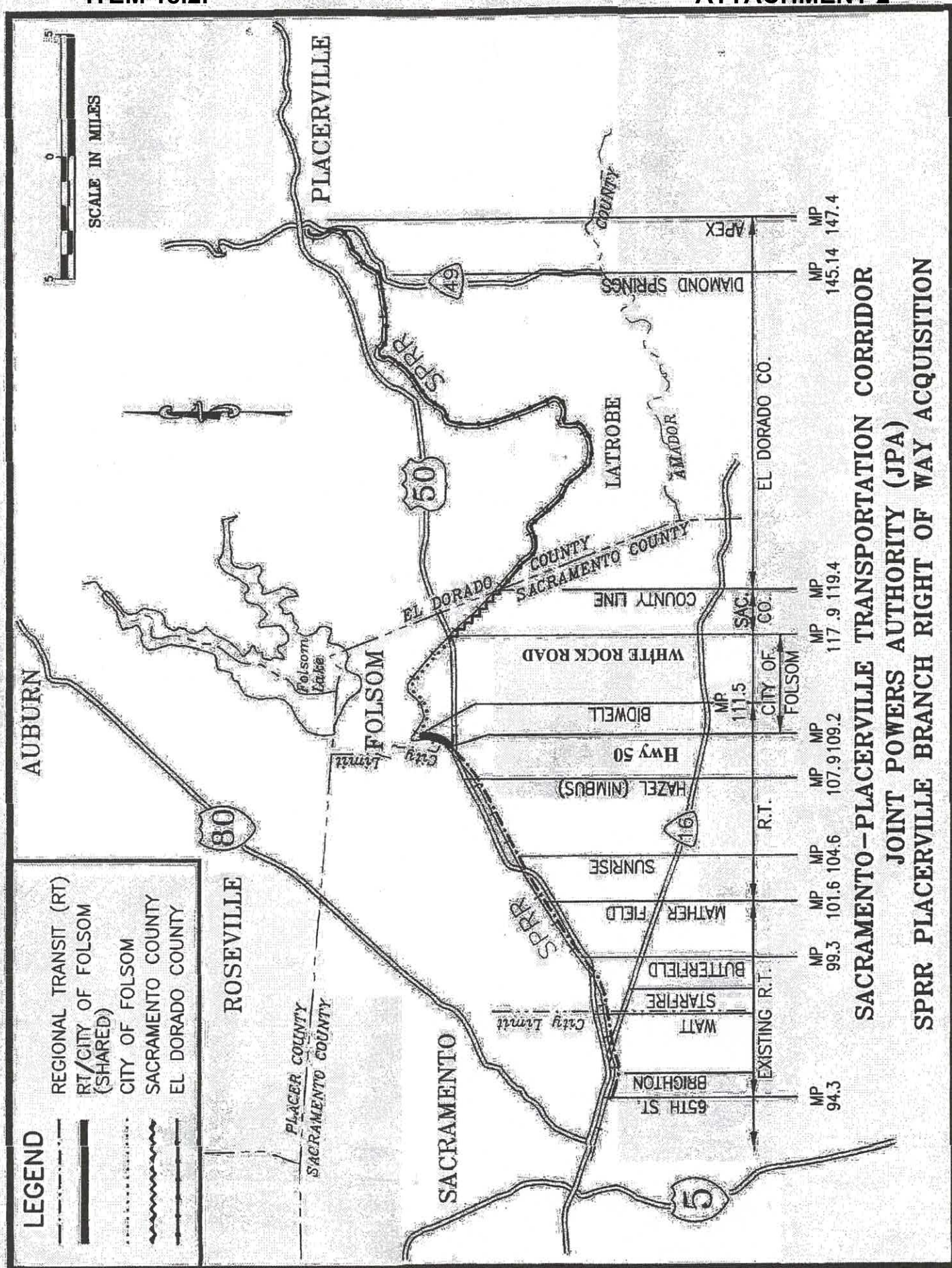


EXHIBIT B

RT Easement Amendment

ITEM 18.2.

ATTACHMENT 2

This instrument is exempt from
Recording Fees (Gov. Code § 27383)
and from Documentary Transfer Taxes
(Rev. & Tax Code § 11922)

RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:

Sacramento – Placerville Transportation Corridor
Joint Powers Authority
c/o Brett Bollinger, CEO
50 Natoma Street
Folsom, CA 95630

(space above line for recorder's use)

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT is made and entered into effective June 1, 2023 ("Effective Date") by and between **SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY**, a California joint powers agency ("JPA"), as grantor, and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, therein referred to as "Grantee," is made and entered into on.

RECITALS

WHEREAS, JPA is a joint powers authority created by its member agencies: the Counties of Sacramento and El Dorado, the City of Folsom, and the Sacramento Regional Transit District ("Member Agencies") for the purpose of acquiring and managing a railroad right of way from the Southern Pacific Transportation Company; and

WHEREAS, under the Reciprocal Use and Funding Agreement ("RUFA") entered into effective August 31, 1996, between the JPA and its Member Agencies, the JPA retains fee ownership of the acquired corridor and each Member Entity was allocated an easement for its Allocated Portion (as defined in the RUFA); and

WHEREAS, under the Third Amendment to the RUFA, dated September 2, 2003, the City of Folsom and Grantee agreed to a reallocation of part but not all of the City of Folsom's Allocated Portion to permit construction of a single-track light rail system, which resulted in the granting by the JPA of the Original Easement; and

WHEREAS, under the Original Easement dated effective September 2, 2003, and recorded May 10, 2005, in book 20050510, page 0337, of the Official Records of Sacramento, California as instrument number 0003564786 (the "Original Easement"), the JPA granted to Grantee an easement for transportation purposes and for uses reasonably related to transportation purposes in, on, under, over and through the entire real property (the "Property") described on Attachment 1 of the Original Easement; and

WHEREAS, the Original Easement contemplated eventual double-tracking of the system through a "Future Operating Zone"; and

WHEREAS, as a result of the final design of the double-tracking expansion near the Folsom Glenn Station, a portion of the rail in a few areas falls outside of both the current Operating Zone and the designated Future Operating Zone; and

WHEREAS, the parties desire to amend the Original Easement to expand the easement area.

WITNESS

NOW, THEREFORE, JPA AND GRANTEE DO MUTUALLY AGREE AS FOLLOWS:

Section 1: Grant of Easement. The first paragraph of the Original Easement is hereby amended to read in its entirety as follows:

"1. Grant of Easement. JPA hereby grants to Grantee an easement for transportation purposes and for uses reasonably related to transportation purposes (the "Easement") in, on, under and through the entire real property (the "Property") described in Attachment 1 and Exhibits A1 and B1, attached hereto and incorporated herein. The area within Attachments 1, A1 and B1 is part of the Operating Zone. The Easement shall be in gross and personal to Grantee, its successors and assigns. Grantee's use of the Easement is subject to the limitations set forth in Sections 2 and 3."

Section 2: EFFECT. The effect of this First Amendment to the Easement Agreement is add Exhibits A1 and B1 to the grant of Easement and defined Operating Zone.

Section 3: AMBIGUITIES. The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity is presumed to be construed against either party.

Section 4: FULL FORCE AND EFFECT. To the extent not inconsistent herewith, all other terms and provisions of the Original Easement, as amended, remain the same and in full force and effect. Defined terms in the Original Easement have the same meaning in this Amendment.

Section 5: AUTHORITY TO BIND. Each of the signatories to this Amendment represent that they are authorized to sign this Amendment on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Amendment.

Section 6: INTEGRATION. The Original Easement and this First Amendment embody the entire agreement of the parties in relation to the matters herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

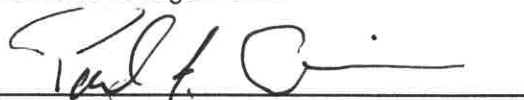
IN WITNESS WHEREOF, the parties have entered into this First Amendment to the Original Easement effective the day and year first hereinabove appearing.

GRANTOR:

**SACRAMENTO PLACERVILLE
TRANSPORTATION CORRIDOR-JPA**

By: 
BRETT BOLLINGER
CEO

Approved as to Legal Form:

By: 
PAUL J. CHRISMAN
JPA Legal Counsel

GRANTEE:

**SACRAMENTO REGIONAL
TRANSIT DISTRICT**

By: 
HENRY LI
General Manager/CEO

Approved as to Legal Form:

By: 
OLGA SANCHEZ-OCCHOA
General Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

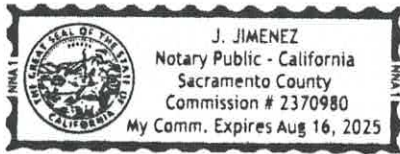
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Sacramento }

On July 13, 2023, before me, J. Jimenez, Notary Public,
personally appeared Brett Bollinger

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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE

J. Jimenez

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

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)
) ss
County of Sacramento)

On AUGUST 8, 2023, before me, JoAnne Montanez, Notary Public, personally appeared **HENRY LI**, 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.

JoAnne Montanez



CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by easement interest to the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation and governmental agency, is hereby accepted by the undersigned officer on behalf of the Sacramento Regional Transit District pursuant to authorization conferred by Resolution No. 2023-05-044 adopted by the Board of Directors on May 8, 2023, and consents to recordation thereof by its duly authorized officer.

Dated: August 8, 2023

By: 
HENRY LI, General Manager/CEO

ITEM 18.2.

ATTACHMENT 2

APN 071-0020-078
 Sacramento Placerville Transportation
 Corridor Joint Powers Authority
 October 31, 2022
 Page 1 of 2

LEGAL DESCRIPTION

All that real property situate in the City of Folsom, County of Sacramento, State of California, being a portion of projected Section 2, Township 9 North, Range 7 East, Mount Diablo Meridian, also being a portion of Parcels H and I as described in that certain grant deed recorded in Book 692, at Page 114, Official Records of Sacramento County, being described as follows:

PARCEL-1

COMMENCING at a found copperweld monument in standard City of Folsom monument box marking the centerline of Glen Drive as shown on that certain parcel map filed in Book 152 of Parcel Maps at Page 1, Sacramento County Records; thence South $16^{\circ}15'36''$ East 120.33 feet to a point on the general westerly line of Parcel F52.86RT described in that certain easement agreement recorded in Book 20050510, at Page 0337, Official Records of Sacramento County, said point being the **POINT OF BEGINNING OF PARCEL-1**; thence along said general westerly line the following four (4) courses:

1. South $05^{\circ}25'03''$ West 9.99 feet;
2. South $01^{\circ}41'35''$ West 153.71 feet;
3. South $04^{\circ}24'22''$ West 50.53 feet;
4. South $04^{\circ}40'34''$ West 31.82 feet to a point thereon, said point hereafter referenced as **POINT "A"**;

thence leaving last said line North $01^{\circ}11'39''$ East 106.96 feet; thence North $02^{\circ}36'26''$ East 138.97 feet; thence South $88^{\circ}36'28''$ East 3.41 feet to the **POINT OF BEGINNING**.

Containing 861 square feet (0.020 Acres), more or less.

PARCEL-2

COMMENCING at said **POINT "A"**; thence along said general westerly line of Parcel F52.86RT the following six (6) courses:

1. South $04^{\circ}40'34''$ West 21.79 feet;
2. South $03^{\circ}15'13''$ West 53.97 feet;

3. South 02°49'43" East 53.80 feet;
4. South 05°29'30" East 99.58 feet;
5. South 07°14'07" East 47.81 feet;
6. South 13°29'53" East 8.75 feet to a point thereon, said point being the **POINT OF BEGINNING OF PARCEL-2**;

thence continue along last said line the following three (3) courses:

1. South 13°29'53" East 15.84 feet;
2. South 08°55'09" East 114.06 feet to the beginning of a curve, concave easterly, having a radius of 1,260.00 feet and
3. Southerly along said curve, through a central angle of 01°18'26", an arc distance of 28.75 feet to a point thereon, said point being a beginning of a non-tangent curve concave easterly, having a radius of 1,036.15 feet, to which beginning a radial line bears South 76°06'57" West.

thence northerly along said curve, through a central angle of 08°46'45", an arc distance of 158.76 feet to the **POINT OF BEGINNING**.

Containing 389 Square Feet (0.009 Acres), more or less.

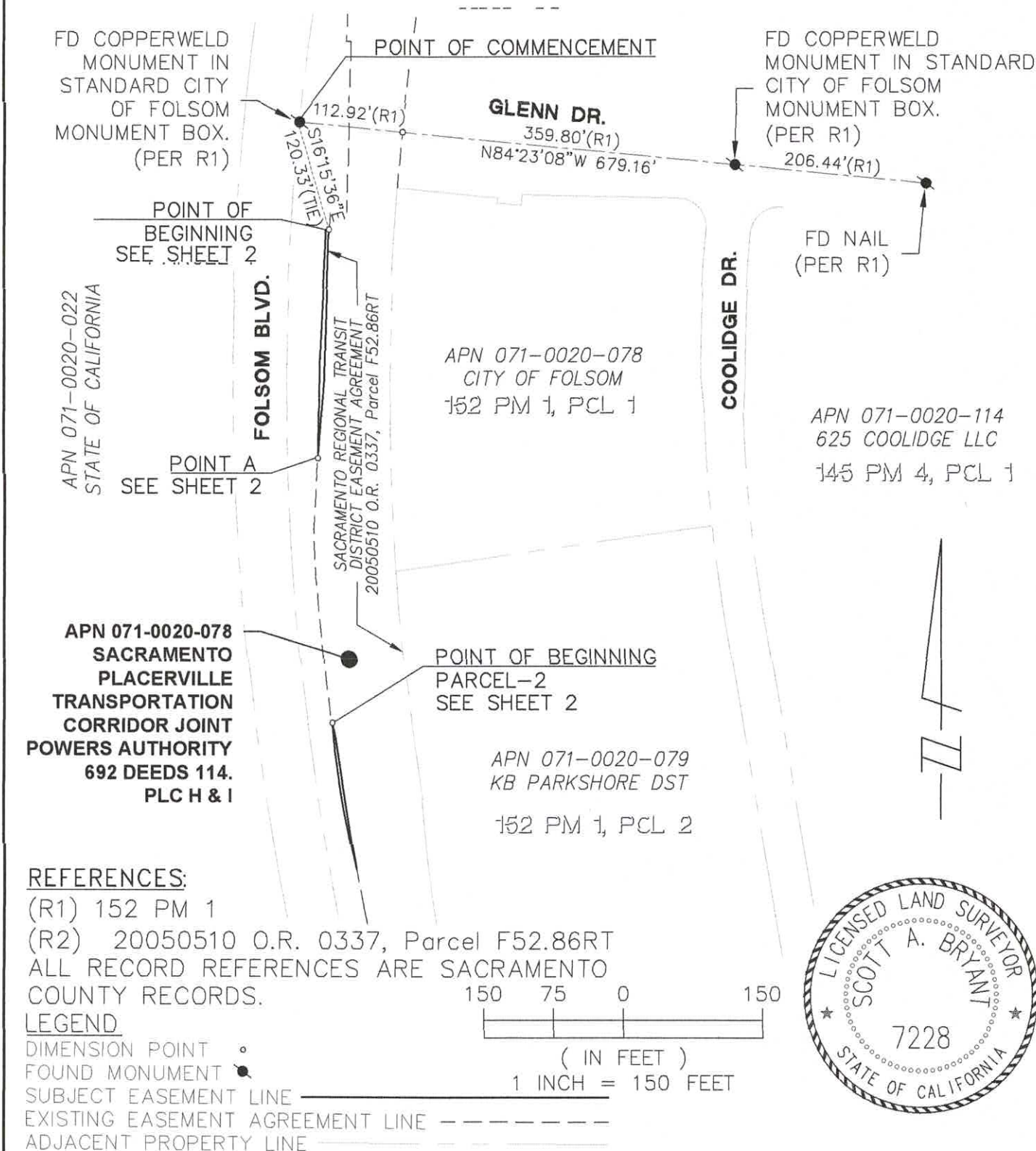
The basis of bearings for this description is NAD 83, California State Coordinate System (CCS83), Zone 2 (1991.35 epoch date).

A plat labeled "Exhibit 'B'" depicting the above-described real property is attached hereto and made a part hereof.

End of Description

ITEM 18.2.

ATTACHMENT 2



SACRAMENTO PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

CITY OF FOLSOM

COUNTY OF SACRAMENTO

STATE OF CALIFORNIA

DATE: 10/31/2022

SCALE: 1" = 150'

DRWN. BY: AB CHK. BY: SAB

SHEET 1 OF 2

PSOMAS

1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678
(916) 788-8122 (916) 788-0600 (FAX)

Plotted: Oct/31/2022 10:47 AM | By: Andriy.buchko
DWG: P:\6AEC010400_Double_Track\SURVEY\LEGALS\APN 071-0020-074\Exhibit V-EXH_EsmtAgrmt.dwg



BOARD date
10-24-00
#13

**CONTINUING AGREEMENT TO ADVANCE FUNDS
FOR THE
SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

THIS CONTINUING AGREEMENT TO ADVANCE FUNDS (the "Agreement") is made effective as of the 1st day of July, 2000, by and among the COUNTY OF EL DORADO, a political subdivision of the State of California ("El Dorado"), the COUNTY OF SACRAMENTO, a political subdivision of the State of California ("Sacramento"), the CITY OF FOLSOM, a municipal corporation organized and existing under the laws of the State of California ("Folsom"), the SACRAMENTO REGIONAL TRANSIT DISTRICT, a public corporation ("RT"), and the SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY, a California joint powers agency ("JPA"). EL DORADO, SACRAMENTO, FOLSOM and RT are hereinafter collectively and individually referred to as the "Member Agencies."

Recitals

A. Effective October 8, 1991, the Member Agencies created the JPA by entering into that certain Joint Powers Agreement For The Acquisition And Preservation Of The Southern Pacific Placerville Branch Right Of Way (the "JPA Agreement").

B. By entering into this Agreement, the Member Agencies desire to provide for the ongoing funding of the JPA.

Agreement

1. **Annual Funding.** On or before the later of: (i) August 31st of each fiscal year, or (ii) thirty (30) days after the JPA board of directors adopts the JPA's budget for each fiscal year and invoices in connection therewith are delivered to the Member Agencies, each Member Agency shall pay to the JPA an amount equal to one-fourth (1/4th) of the amount budgeted by the JPA, up to the "Maximum Contribution Limit." For fiscal year 2000/2001, the Maximum Contribution Limit shall be \$30,000. Thereafter, the Maximum Contribution Limit shall increase by two percent (2%) per fiscal year.

2. **Expenditure of Funds.** Each Member Agency agrees that said funds may be expended by the JPA in any legal manner authorized by the JPA's governing board. Each Member Agency further agrees that the funds so advanced shall not be restricted, conditioned or otherwise limited in purpose or use. Each Member Agency warrants and represents that said funds are not so restricted, conditioned or limited.

3. **Withdrawal.** In the event any Member Agency withdraws from the JPA by giving ninety (90) days' written notice in the manner set forth in the JPA Agreement, that Member Agency's obligations under this Agreement shall cease as of the effective date of such withdrawal.

4. **Amendments.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

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

6. **Counterparts.** This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

**COUNTY OF SACRAMENTO, a political
subdivision of the State of California**

By: _____
Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO CONTENT:

Warren H. Harada, Administrator,
Public Works Agency

APPROVED AS TO FORM:

Deputy County Counsel

5/9/00

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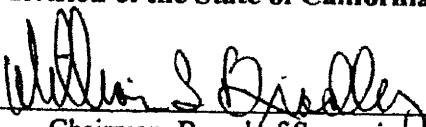
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5/9/00

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3

COUNTY OF EL DORADO, a political
subdivision of the State of California

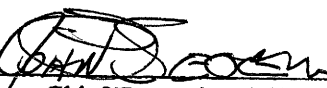
By: 
Chairman, Board of Supervisors

ATTEST:

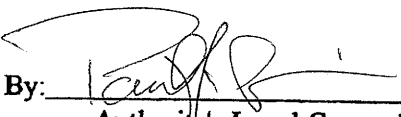
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

SACRAMENTO-PLACERVILLE
TRANSPORTATION CORRIDOR JOINT
POWERS AUTHORITY

By: 
Chief Executive Officer

APPROVED AS TO LEGAL FORM:

By: 
Authority's Legal Counsel

STAFF REPORT

Board Meeting Date: May 13, 2024

Page 1 of 1

Motion: Approve Operating Budget for Fiscal Year 2024/2025

**AGENDA ITEM
NO. 6a**

DISCUSSION:

At the May 8, 2023, JPA Board meeting, the Board adopted the Operating Budget of \$110,000 for Fiscal Year 2023/24. The Operating Budget was funded by a contribution of \$27,500 from each of the four member agencies.

At the May 8, 2023, JPA Board meeting, the Board adopted the Capital Improvement Budget of \$10,000 for Fiscal Year 2023/24. The \$10,000 was for the Nature Trail Project, specifically to provide construction materials needed by the volunteer labor forces and specialist inspections if requested by any of the local agencies. In addition, \$66,035 for a consultant services agreement for environmental survey support for the Natural Surface Trail project was adopted by the JPA Board on May 8, 2023, (Reso. 2023-05-03) which carried forward to Fiscal Year 2023/24. A \$100,000 budget authorization was also included as part of the carryforward from the Fiscal Year 2022/23 for the bridge and track inspections (Reso. No. 2022-08-01) and an additional \$29,680 was authorized at the August 7, 2023, JPA Board meeting for a total contract amount of \$129,680 with Dokken Engineering for the bridge and culvert inspection services, increasing the total Capital Improvement Budget for Fiscal Year 2023/24 to \$205,715.

SPTC-JPA Budget Fiscal Year 2023/24

Starting JPA "Bank Account" for FY 2023/24:	\$ 353,110.69
• Operating Budget 2023/24:	\$ 110,000.00
• Capital Improvement Program Budget 2023/24:	\$ 205,715.00
• Annual Agency Contributions 2023/24:	\$ 110,000.00
• Reserve Account 2023/24:	\$ 147,395.69
JPA account balance as of 03/31/24:	\$ 290,630.73

Projected SPTC-JPA Budget Reconciliation Fiscal Year 2023/24

Starting JPA "Bank Account" for FY 2023/24:	\$ 353,110.69
• Operating Budget 2023/24:	\$ 88,000.00
• Capital Improvement Program Budget 2023/24:	\$ 195,715.00
• Annual Agency Contributions 2023/24:	\$ 110,000.00
• Interest Earned 2023/24:	\$ 3,683.00
• Reserve Account 2023/24:	\$ 183,078.69

For Fiscal Year 2024/25, staff are proposing modifications to several of the budget line items to better align with actual expenses; however, the total operating budget will increase to \$156,000. The proposed changes are shown in the table below.

PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2024/25

The Operating Budget is separated into seven (7) budget line items to facilitate tracking and managing the budget. The following describes the typical activities associated with each budget line item.

Line Item 1-Administrative

- This line item reimburses the Chief Executive Officer (CEO), Deputy CEO, Secretary to the Board, and administrative/technical support consultant for providing the following services:
 - Administer the Reciprocal Use and Funding Agreement (RUFA) on behalf of the JPA Board and staff.
 - Reviewing and executing official documents on behalf of the JPA.
 - Preparing for and conducting JPA Board meetings, including Secretary to the Board's preparation and approval of the minutes.
 - Assisting the public and Member Agencies with the development of transportation uses in the JPA corridor, such as the Natural Trail project.
 - Coordination with JPA Member Agency staff, including periodic site visits and staff meetings.
 - Participating as stakeholder in regional studies or analyses such as the Capital Southeast Connector Project.
 - Assisting Member Agencies to administer licenses and access permits or easements.
 - Administering contracts with the JPA, including Excursion Rail License Agreement, Executive Officer Reimbursement Agreement, and consultant services agreements.
 - Providing business services such as notary, courier, postage, and other administrative activities necessary to conduct the business of the JPA.
 - Controlling and administering the JPA's website.
 - Providing accounting services to administer the Operating Budget.

Line Item 2 - Legal

- This line item reimburses the JPA legal counsel for providing the following services to the JPA:
 - Providing legal advice to the JPA Board and staff.
 - Assisting with preparation for and conducting of JPA Board meetings.
 - Reviewing contractual documents that involve the JPA property.
 - Addressing legal issues with respect to the corridor as they arise.
 - Working on special-use projects within the corridor.
 - Working with insurance broker to obtain insurance coverage.
 - Assisting with the License Agreement

- Assisting with the Master Plan

Line Item 3 – Audit Fees

- This line item reimburses the JPA's certified public accountant.
- The JPA Agreement requires that an accounting of the JPA's financial activities be reported by an independent certified public accountant.
- This line item provides for CPA services to cover the audit for the past fiscal year.

Line Item 4 – Accounting

- This line item reimburses Sacramento County for treasury services provided to the JPA.
- Sacramento County has provided these services to the JPA since inception.

Line Item 5 – Maintenance

- This line item provides weed abatement services through the JPA for the City of Folsom, Sacramento County, and El Dorado County.
- Weed abatement services will be provided by Placerville & Sacramento Valley Railroad (P&SVRR) and El Dorado Western Railroad (EDWRR) under contract with the JPA, using volunteer labor, and reimbursement for costs of fuel and materials.
- The line item also provides for trail maintenance, including JPA sponsorship of the corridor segment in EDC's Adopt a Trail Program.

Line Item 6 – Insurance

- This line item addresses the estimated costs associated with providing General Liability coverage for persons working on a volunteer basis on behalf of the JPA.

Line Item 7 – Contingency

- This line item addresses any costs in excess of the adopted amounts for the budget line items.

Line Item 8 – Natural Trail Project

- This line item addresses any cost for volunteer projects on the Natural Trail.

SPTC-JPA Recommended Budget Fiscal Year 2024/25.

Starting JPA "Bank Account" for FY 2024/25:	\$ 183,078.69
• Annual Agency Contributions 2024/25:	<u>\$ 110,000.00</u>
• Revenue	\$ 293,078.69
• Operating Budget 2024/25:	\$ 201,063.95
• Reserve Account 2024/25:	\$ 92,014.74

OPERATING BUDGET / LINE ITEM	ADOPTED FY 2023/24 BUDGET	EXPENDED FY 2023/24 TO DATE	FORECASTED TO EXPEND (by end of FY 2023/24)	PROPOSED BUDGET FOR FY 2024/25
1. Administrative	\$ 50,000.00	\$ 18,578.94	\$ 38,000.00	\$ 80,000.00
2. Legal	\$ 17,000.00	\$ 12,024.20	\$17,000.00	\$ 25,000.00
3. Audit Fees	\$ 9,000.00	\$ 2,000.00	\$9,000.00	\$ 11,000.00
4. Accounting	\$ 6,000.00	\$ 350.00	\$6,000.00	\$ 7,000.00
5. Maintenance	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 17,000.00
6. Insurance	\$ 10,000.00	\$ 1,492.73	\$ 2,000.00	\$ 2,000.00
7. Contingency	\$ 6,000.00	\$ 371.77	\$ 4,000.00	\$ 4,000.00
8. Natural Trail Supplies	\$10,000	\$0	\$0	\$10,000.00
9. Natural Trail Helix	*	*	*	\$45,063.95
Total	\$110,000.00	\$ 46,817.64	\$ 88,000.00	\$ 201,063.95

*Previous fiscal years included this budget item under the CIP budget

JPA staff recommends increasing the Operating Budget for Fiscal Year 2024/25 to \$156,000. The Operating Budget will be funded by the Member Agency contributions, which will remain at **\$27,500** per Member Agency for a total of \$110,000 and balancing the budget with use from the reserve account of \$46,000. The forecasted surplus would remain in the reserve account. Beginning in Fiscal Year 2025/26, Member Agency contributions will need to increase to \$40,000 to fund the Operating Budget fully.

This budget combines the Operating Budget and Capital Improvement Budget (CIP), which were separated in previous years.

BOARD ACTION:

Staff recommends that the Board approve the attached Resolution 2024-05-02, approving the Fiscal Year 2024/25 Operating Budget, as proposed above.

RESOLUTION NO. 2024-05-02

Adopted by the Board of Directors of the Sacramento-Placerville Transportation
Corridor Joint Powers Authority on the date of:

May 13, 2024

**APPROVAL OF FY 2024/25
OPERATING BUDGET**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO-
PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY AS
FOLLOWS:

THAT, the Operating Budget for FY2024/25 is hereby approved as presented to
the Board at this meeting; and

THAT, the Chief Executive Officer is hereby authorized to reallocate budget
amounts among the line items in the approved Operating Budget, as he may deem
necessary or desirable; provided, however, that the total amount budgeted for FY
2024/25 shall not be increased with the Board's prior approval.

Passed and Adopted by the Board of the SPTC-JPA, this 13th day of May 2024,
by the following vote on roll call:

AYES:

NOES:

ABSENT:

Sarah Aquino, Chair

ATTEST:

Jennifer Thiot, Secretary

SACRAMENTO-PLACERVILLE TRANSPORTATION
CORRIDOR JOINT POWERS AUTHORITY

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

Minutes of the Regular Meeting of the Board of Directors on
May 13, 2024

Call to Order: The meeting was called to order at 9:30 a.m.

Roll Call: Present: Directors Aquino, Hidahl, Hume, Sander (left at 9:55 a.m.) and
Budge (arrived at 9:40 a.m.)
Absent: Hume

Public Comment: Public comment was made by Bruce Cunha and Jim Harville.

Consent

Items 5a, 5b, & 5c: Approval of Minutes, Meeting Schedule, and Quarterly Financial Report

A motion was made by Director Sander, seconded by Director Hidahl, and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE
TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES THE
FOLLOWING ITEMS WITH THE FOLLOWING CORRECTIONS:

- a. Approve Minutes for Regular Meeting of March 11, 2024. The following two spelling errors are to be corrected: Kris Payne's and Bruce Cunha's names.
- b. Meeting Schedule. The February and May meeting dates say 2024 and must be edited to 2025.
- c. Quarterly Financial Report

New Business

Items 6a: Operating Budget

Discussion included a future increase in member agency contributions from \$27,500 to \$40,000 and the possibility of Rancho Cordova joining as a member agency. A motion was made by Director Hidahl, seconded by Director Budge, and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE
TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES THE
FOLLOWING ITEM:

- Resolution No. 2024-05-02: Approving the Fiscal Year 2024/25 Operating Budget

Item 6b: Bridge and Culvert Inspection Report Discussion

SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY

Minutes of the Regular Meeting of the Board of Directors on
May 13, 2024

A report was presented by Brett Bollinger, CEO, and Tim Osterkamp, from Dokken Engineering. Public comments were made by Jim Harville, Don Rose, and Kris Payne. Director Hidahl summarized that these inspections are a good first step toward a Master Plan for the Corridor.

Item 6c: Information: Natural Trail Update

Brett Bollinger and Don Rose presented the staff report. Don Rose announced he is retiring, and volunteers are needed to replace him. Public comments were made by Kris Payne and Ginny McCormick.

Item 6d: Approve CEO Appointment and Contract for CEO Services to Transition the CEO from Brett Bollinger to Vickie Sanders

DeeAnne Gillick, Legal Counsel, explained that the contract would need to be approved for one year because not all four member agencies were in attendance. The contract will be revised before signing to be from July 1, 2024, to June 30, 2025. Public Comments were made by Kris Payne and Jim Harville. A motion was made by Director Budge, seconded by Director Hidahl, and passed by unanimous vote that:

THE BOARD OF DIRECTORS OF THE SACRAMENTO PLACERVILLE
TRANSPORTATION CORRIDOR JOINT POWERS AUTHORITY APPROVES THE
FOLLOWING ITEM:

- Resolution No. 2024-05-03: Appointing Vickie Sanders Sacramento-Placerville Transportation Corridor Joint Powers Authority CEO and Approving Contract for CEO services

Item 6e: Information: CEO/Member Agency Staff Reports. The following staff members reported on activity along their respective sections of the corridor.

- i. Brett Bollinger, CEO/City of Folsom: Provided an update on the PSVRR License agreement. This is a planned item for the August SPTC-JPA Meeting. Public comments were made by Don Rose, Greg Hampton, and Kris Payne.
- ii. Mary Cory and Jennifer Franich, El Dorado County: The cost of the chemicals for El Dorado County's weed abatement program along the corridor has gone up. They remarked that the bridge and culvert inspections have been beneficial to their efforts. They requested that historic culverts be repaired and not replaced. Jennifer Franich gave an update on the Latrobe Washout.
- iii. Matt Darrow, Sacramento County: Matt had no updates

**SACRAMENTO-PLACERVILLE TRANSPORTATION CORRIDOR
JOINT POWERS AUTHORITY**

Minutes of the Regular Meeting of the Board of Directors on
May 13, 2024

- iv. Michael Cormia, Sacramento Regional Transit: Work on the Folsom double track section continues and should be finalized in late July.

Directors Comments

The Board asked that the composition of the Board, including the addition of Rancho Cordova as a member agency, be a future agenda item.

The next meeting will be the Regular Board Meeting on August 5, 2024.

The meeting was adjourned at 10:48 a.m.

I hereby certify that the Board of Directors approved the foregoing minutes at its Board Meeting on May 13, 2024.

Jennifer Thiot
Jennifer Thiot, Board Secretary

Resolution Joining the SPTC-JPA and the Continuing Funding Agreement



CityOfRanchoCordova.org

ITEM 18.2 Resolution Joining the SPTC-JPA and the Continuing Funding Agreement ATTACHMENT 3

Joining the SPTC-JPS

- The Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) owns the rail corridor from 65th Street in Sacramento to Missouri Flat Road in Placerville, fifty-three miles of track.
- Sacramento County, Regional Transit, City of Folsom, and El Dorado County are the member agencies of the JPA formed in 1996 through a Reciprocal Use and Funding Agreement. They appoint a public member at large.
- Each of the four member agencies contribute equally to the annual operational costs of the JPA. The current annual contribution by each JPA member agency is \$27,500.
- The RUFA governs the JPA's powers and responsibilities with respect to the Rail Corridor and is structured to preserve home rule by each member agency over its allocated portion.

Additional Information

- **Sacramento Regional Transit District:** from Brighton (near 65th St. in Sacramento) to the Highway 50 overcrossing of Folsom Blvd.
- **Sacramento Regional Transit District and City of Folsom (shared):** from the Highway 50 overcrossing of Folsom Blvd to the Folsom Wye.
- **City of Folsom:** from the Folsom Wye to the White Rock crossing.
- **Sacramento County:** from White Rock crossing to the Sacramento-El Dorado County line.
- **El Dorado County:** from the Sacramento-El Dorado County line to Placerville.

Resolution Joining the SPTC-JPA and the Continuing Funding Agreement

- JPA has facilitated trans-jurisdictional (regional) uses of the right-of-way by providing a single primary point of contact for the public.
- JPA also has facilitated regional uses of the right-of-way by providing a forum for staff to meet and discuss potential projects.

Resolution Joining the SPTC-JPA and the Continuing Funding Agreement

- Tracks were acquired before Rancho Cordova became a City.
- The JPA Board appoints a member at large, which historically has been Rancho Cordova.
- The corridor runs through your City, but that section has been allocated to RT
- Joining the JPA Board you could secure your seat and voice on the corridor. This action would replace the member at large.
- The JPA is in the beginning stages of a Master Plan in which the City of Rancho Cordova would continue to have voice.

Recommended Action

- Consider and adopt the Resolution to approve joining the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC-JPA) as a member agency and the continuing funding agreement of \$27,500 annually. It is anticipated from SPTC annual costs will rise to \$40,000 annually at the beginning of the next fiscal year.

THANK YOU

Questions?



CityOfRanchoCordova.org

MEMORANDUM



ITEM 18.3.

DATE: October 7, 2024
TO: Honorable Mayor and Council Members
FROM: Russell Ducharme, Neighborhood Services Manager
April Stevenson, Management Analyst I
SUBJECT: **ANIMAL SERVICES UPDATE**

RECOMMENDATION

Receive information.

RESULT OF RECOMMENDED ACTION

The presentation will provide an update on the Animal Services team and the Animal Services community outreach programs.

BACKGROUND

Periodically, the City of Rancho Cordova Neighborhood Services Department provides an update on the Animal Services team and the Animal Services community outreach programs.

FISCAL IMPACT AND FUNDING SOURCE

The Animal Services team is funded through general funds. The community outreach programs are funded through various grants. This presentation and update will not have an adverse fiscal impact.

ATTACHMENT(S)

1. Presentation

ANIMAL SERVICES UPDATE

OCTOBER 7, 2024

MEETING GOALS

- ANIMAL SERVICES STAFFING
- ESTIMATED PET POPULATION
- CALLS FOR SERVICE
- PARTNERS
- SPECIAL PROGRAMS



STAFF & PRIORITY



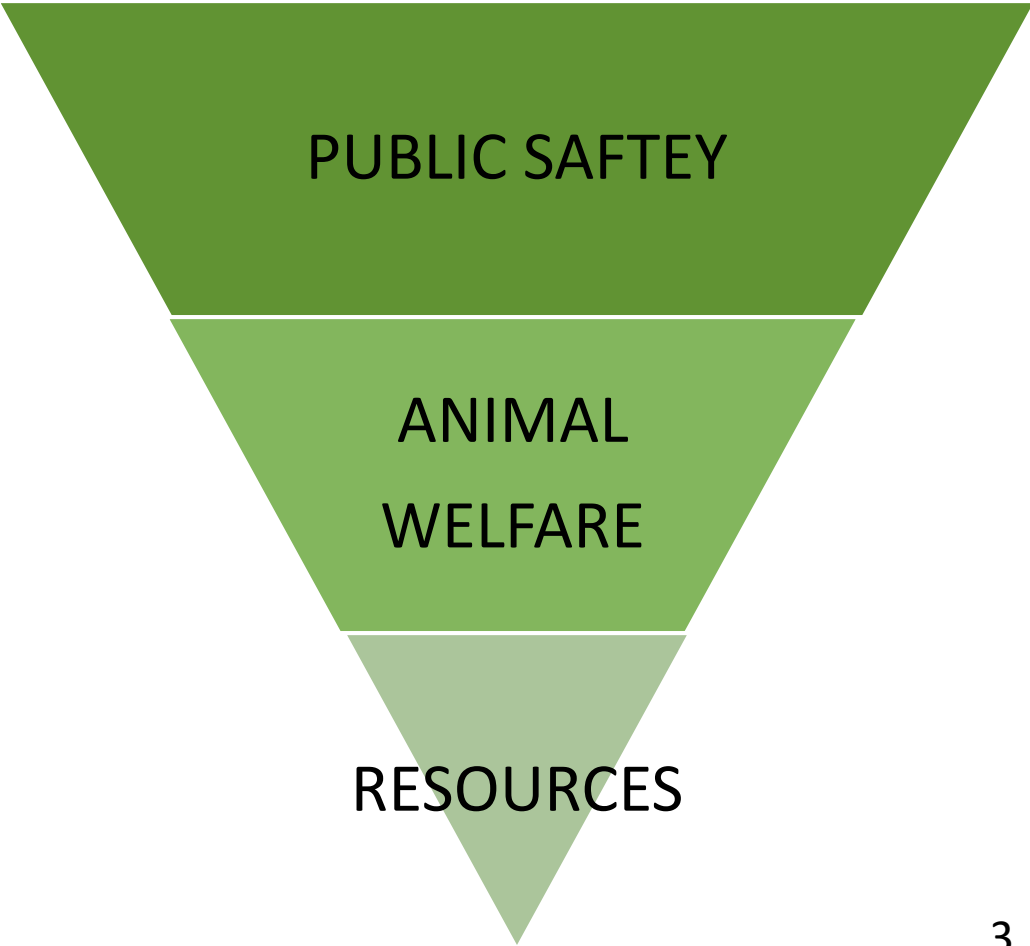
ASO I



CSR II



NST I

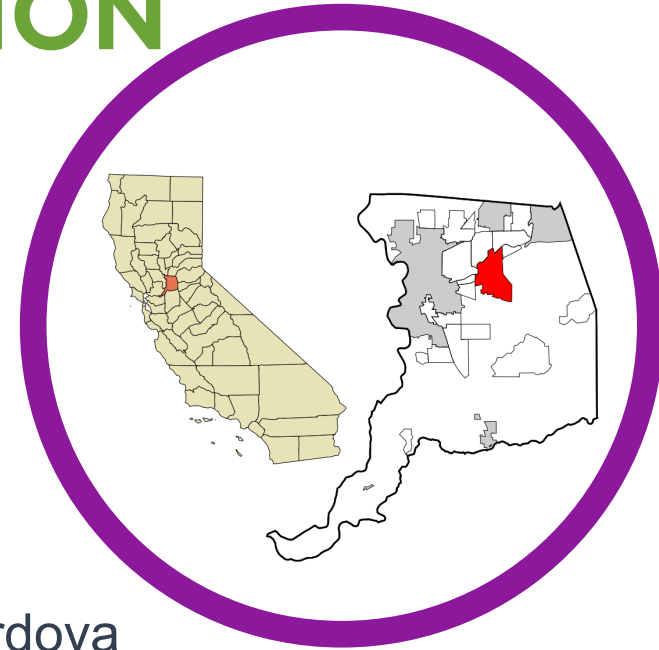


ESTIMATED PET POPULATION

- ~ 82,000 Rancho Cordova Residents
~ 2.87 members per home in Rancho Cordova
= ~28,782 homes in Rancho Cordova
- ~ 57% of California homes own pets
- Dogs: 40% of pet owners have dogs = 22.8% homes have dogs in CA
 $22.8\% \times 28.8 \text{ RC homes} = 6,562 (1.6 \text{ avg}) = 10,499 \text{ dogs in Rancho Cordova}$
- Cats: 22.9% of pet owners have cats = 13.1% homes have cats in CA
 $13.1\% \times 28.8\text{k} = 3,772.8 (1.7 \text{ avg}) = 6,414 \text{ owned cats}^*$

~16,913 dogs/cats

~9,340 other



CALL INTAKE SUMMARY



CALLS FOR SERVICE

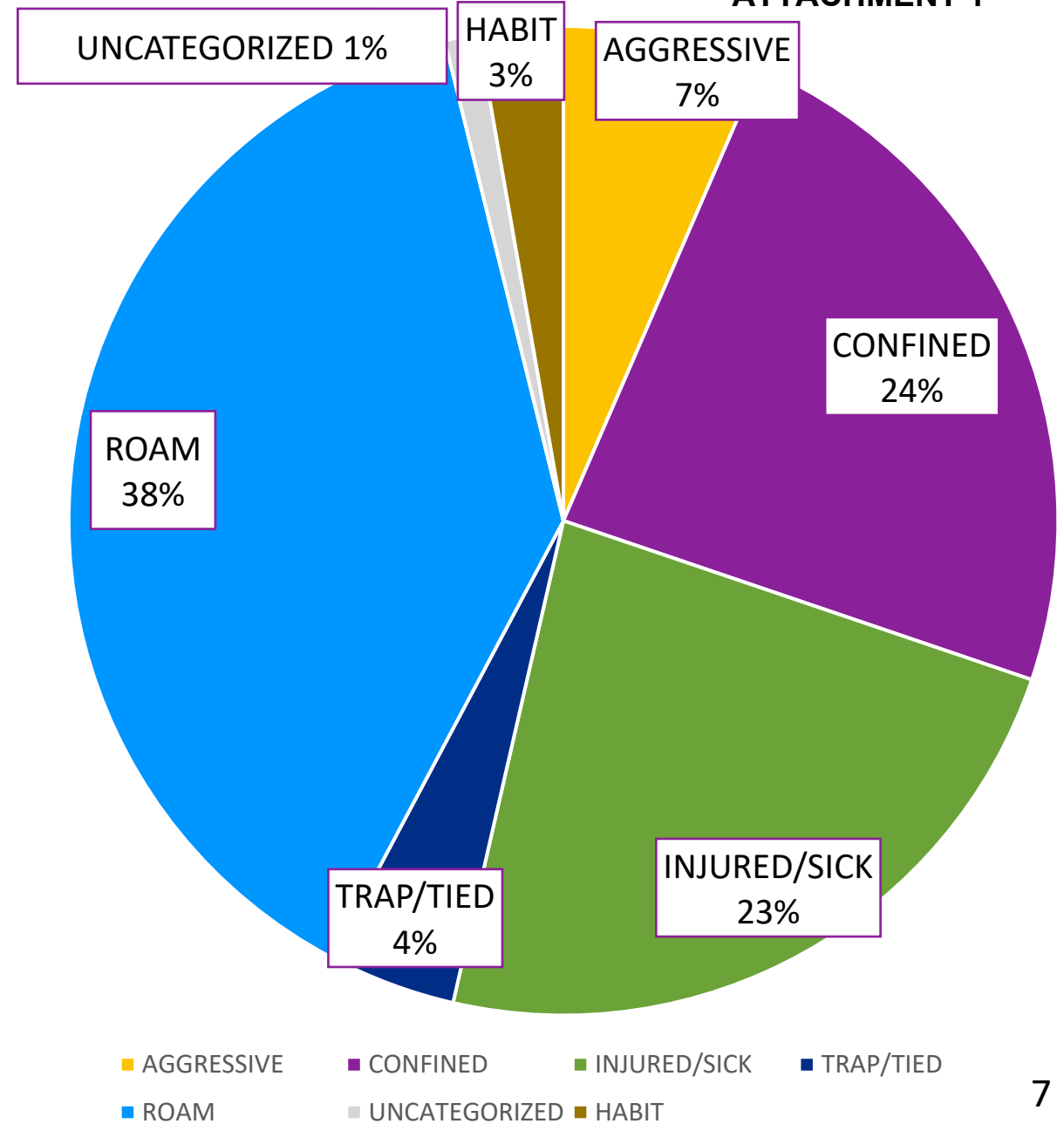
NOT JUST A “DOG CATCHER”



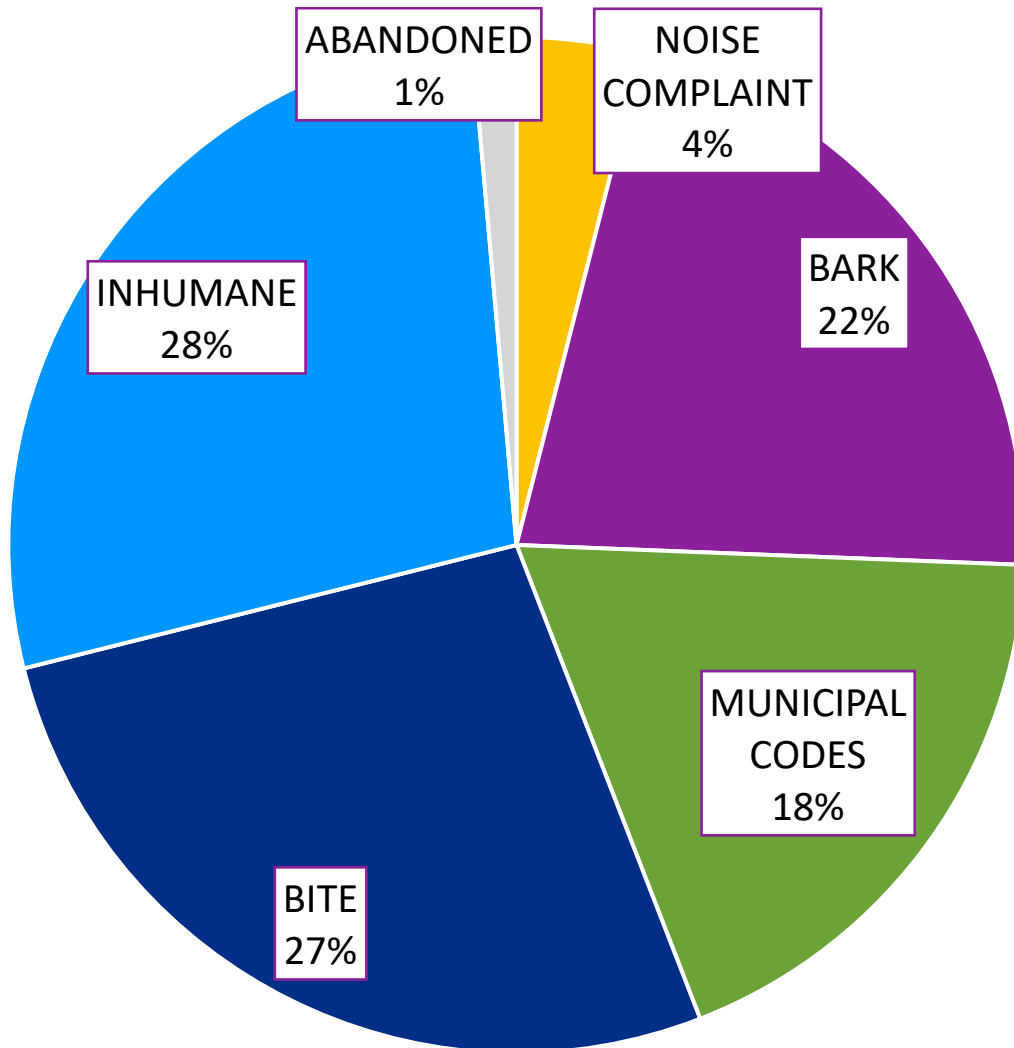
907 STRAY



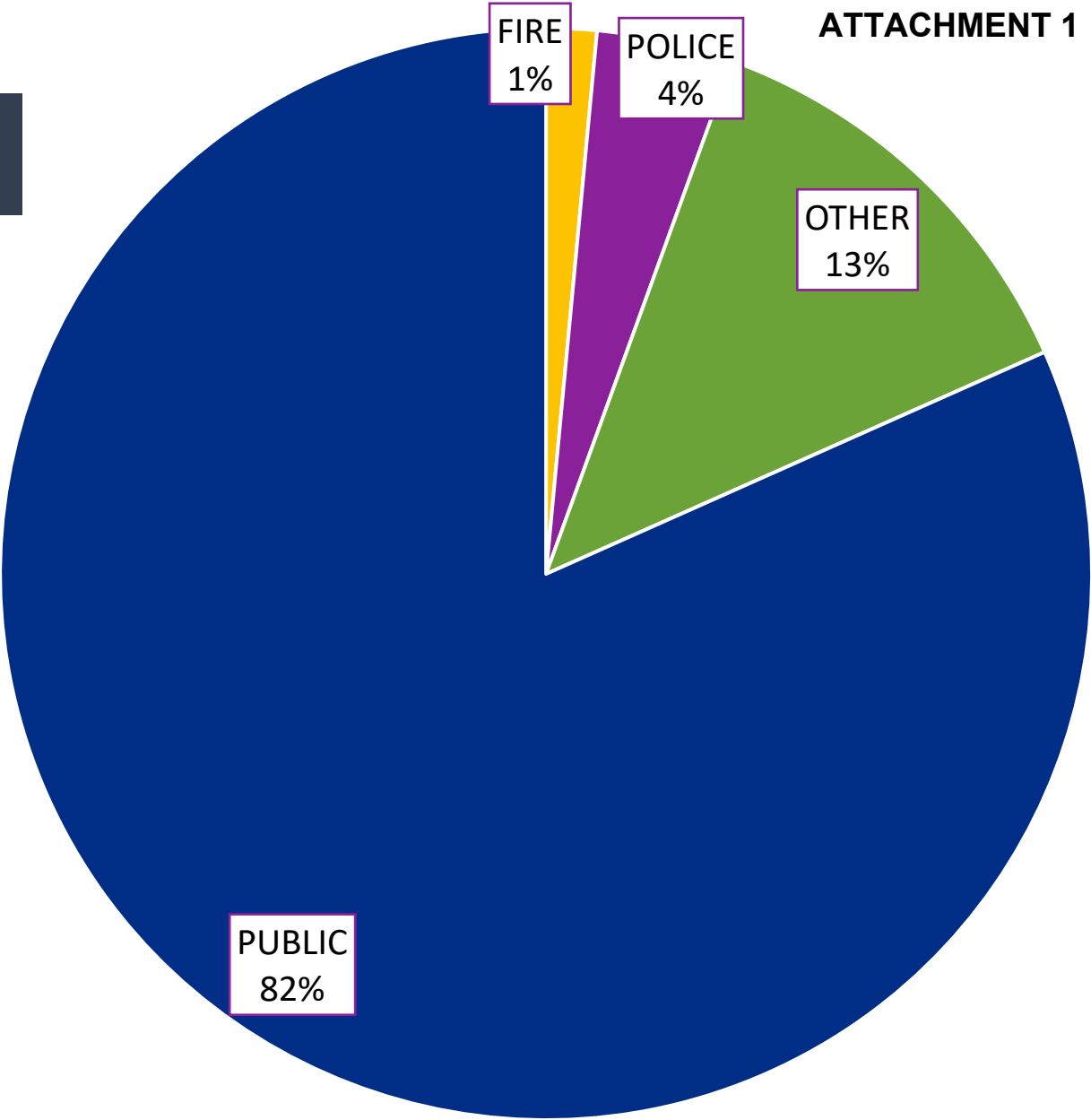
ATTACHMENT 1



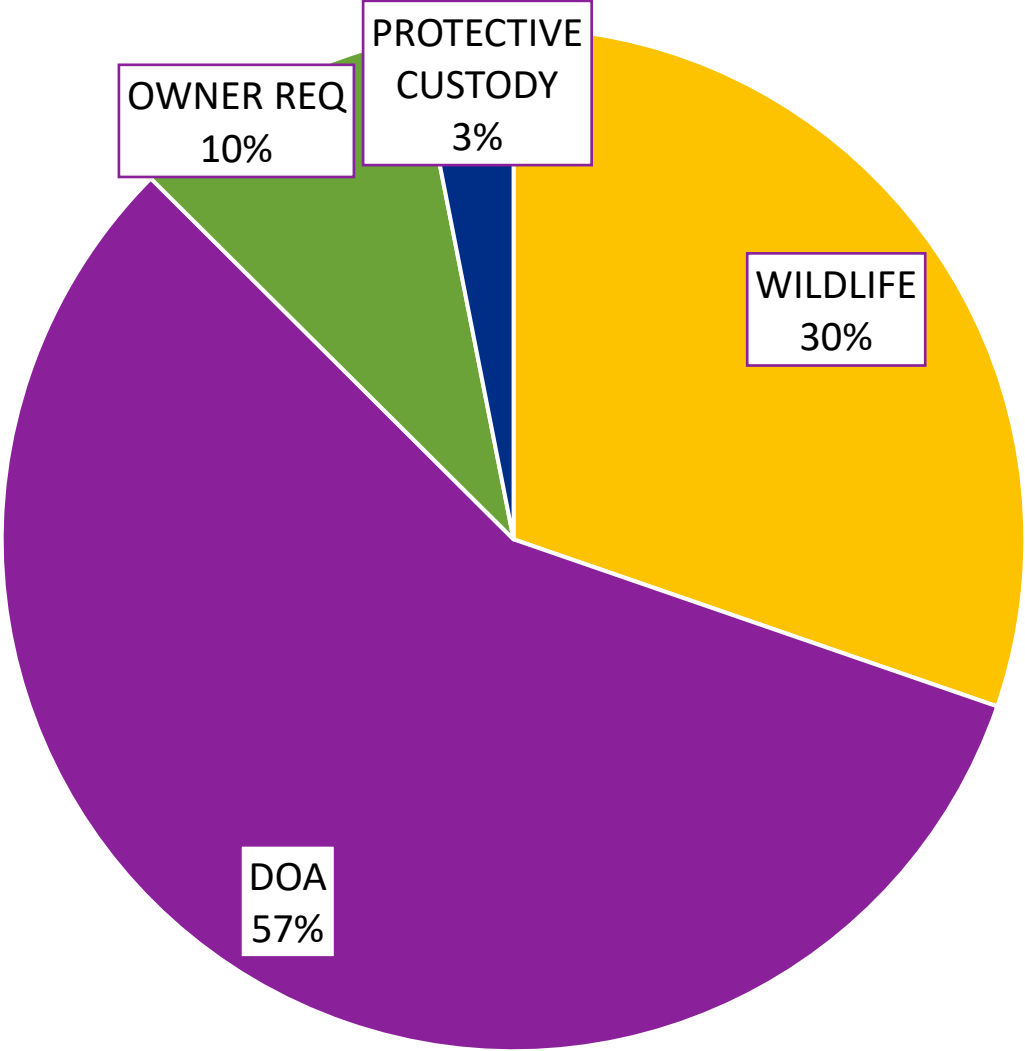
1,937 INVESTIGATIONS



469 ASSISTS



614 OTHER



WILDLIFE DOA OWNER REQ PROTECTIVE CUSTODY

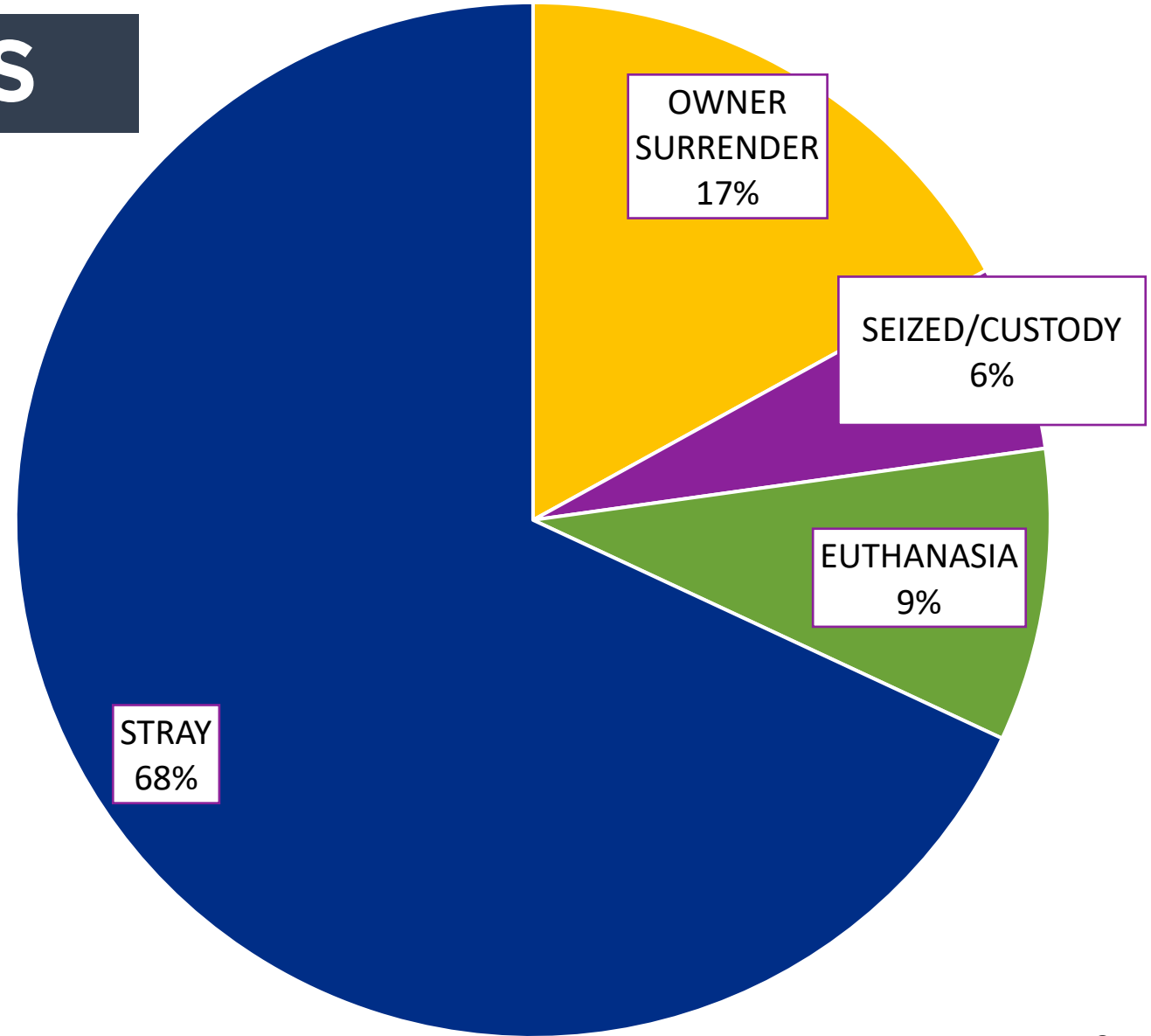


PARTNERS

- SACRAMENTO SPCA
- CHAMELEON SOFTWARE
- VCA
- FEDERAL WILDLIFE TRAPPER
- DR. NETHERWOOD
- KOEFRAN
- NOISENET
- CITY NET
- WHISKER WARRIORS
- RANCHO CORDOVA POLICE DEPARTMENT
- SACRAMENTO COUNTY PROBATION DEPARTMENT
- SACRAMENTO COUNTY DISTRICT ATTORNEY'S OFFICE
- SAC METRO FIRE
- UC DAVIS
- CA FISH AND WILDLIFE
- CAL ANIMALS



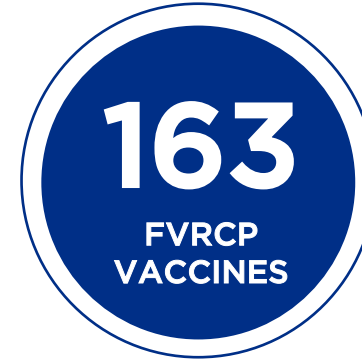
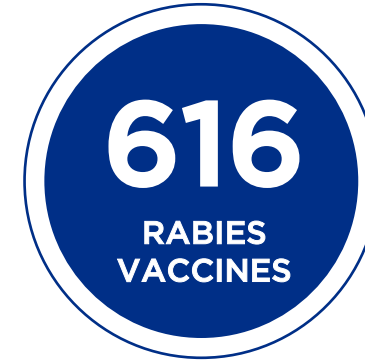
SPCA - 1,378 IMPOUNDS



SPECIAL PROGRAMS



FREE RABIES VACCINE & MICROCHIP CLINICS



MEASURE R FUNDS

ANIMAL SERVICES ASSISTANCE PROGRAM (ASAP)

GRANTS RECEIVED OVER LAST 2 YEARS: \$323,000

- UC DAVIS
- CAL 4 ALL ANIMALS
- PETCO LOVE
- MADDIE'S FUND

ANIMALS ASSISTED FY 23/24: 116

- MEDICAL FUNDING
- FENCING SUPPLIES
- BEHAVIOR GUIDANCE

OTHER INNOVATIONS

- TEMPORARY HOLD DOG KENNEL
- FULL-TIME, 2-YEAR TERM, STAFF

FUTURE PLANS

- PARTNERSHIP WITH THE RANCHO CORDOVA
FOOD LOCKER



THANK YOU

YOU CAN VOLUNTEER WITH US!

