

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING Monday, December 20, 2021

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

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

Pursuant to California Assembly Bill 361 amending the Ralph M. Brown Act (Govt. Code 54950-54963), the City has declared a state of emergency relating to COVID-19 and imposed measures to promote social distancing. City Council members and members of the public may participate in the meeting in person or via video/teleconferencing.

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/84357608237?pwd=WGdoNIRVL0FLcnptU2NOYmZOYWxXQT09>

Join the Meeting via the Zoom Phone Number

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

Webinar ID: 843 5760 8237

Password: 578969

Instructions to Make Public Comment

Submitting Public Comment via Email

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranhocordova.org no later than 3:00 p.m. on Monday, December 20, 2021. All comments submitted later than 3:00 p.m. will be sent to the City Council for their review and may not be read during the meeting.

Listening to a Zoom Meeting by Zoom Video Conference

To make a public comment using the Zoom platform, please use the “raise hand” feature at the

bottom center of the screen. Please make sure to enable audio controls once access has been given by the City Clerk's office to speak. Please wait to be called upon by the City Clerk.

Listening to a Zoom Meeting by Phone Only

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

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk's Office at (916) 851-8720 Monday, December 20, 2021, before 3:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Sherry DeShong with River City Christian Church will give the invocation.

5. SPECIAL CEREMONIES - SWEAR IN MAYOR AND VICE MAYOR

5.1. Swearing-in of Vice Mayor.

5.2. Swearing-in of Mayor.

5.3. Presentation to Outgoing Mayor Gatewood.

6. CELEBRATORY BREAK

7. PRESENTATIONS

7.1. Presentation of Proclamation Recognizing Todd Humphrey on his Retirement from the City of Rancho Cordova.

8. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this

time via teleconference or by completing and submitting a Speaker Card to the City Clerk.

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

For items on the agenda, speakers will be called by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

9. COUNCIL REPORTS

10. CITY MANAGER'S REPORT

11. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

11.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of December 6, 2021.

Recommendation: Adopt the minutes.

11.2. **Subject:** A Resolution Declaring the Results of Mail Ballot Election for Transit-Related Services Special Tax Area Zone 32 for the Express Sewer and Drain Project.

Recommendation: Adopt the Resolution.

11.3. **Subject:** A Resolution Declaring Results of Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the Express Sewer and Drain Project.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on the Express Sewer and Drain project.

11.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2021-330 with Mark Thomas & Company in an Amount Not to Exceed \$447,461.00 for Civil Engineering Design, Environmental and Right of Way Acquisition Services for the Chase Drive - American River Parkway Connection Project to Create a Pedestrian and Bicycle Trail along Chase Drive to the American River Trailhead that will Promote Livability, Increase Safety and a Positive Image.

Recommendation: Adopt the Resolution.

11.5. **Subject:** A Resolution Rejecting All Bids for the International Drive Surface Treatment Project and Authorizing the Public Works Director to Advertise and Re-Bid the Project.

Recommendation: Adopt the Resolution.

11.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-67-1 with Sierra Asphalt, Inc. to Increase the Contract Amount from \$169,850 to an Amount not to Exceed \$195,760 for Continued Pavement Maintenance Services in Stone Creek Neighborhood.

Recommendation: Adopt the Resolution.

- 11.7. **Subject:** A Resolution Approving the Final Map of Stone Creek Village, Subdivision No. FM-2021-003-00, and Authorizing the City Manager to Execute the Subdivision Improvement Agreement Contract No. 2021-332 with Elliott Ashton Place, LLC.

Recommendation: Adopt the Resolution.

- 11.8. **Subject:** A Resolution Authorizing the City Manager to Sign Agreement No. 2021-333 with Art of Marketing Design Studio for Consulting Services from January 1, 2022 through December 31, 2024.

Recommendation: Adoption of the Resolution would authorize the City Manager to execute Contract No. 2021-333 with Art of Marketing Design Studio for design, photography, printing and mailing services from January 1, 2022 through December 31, 2024.

- 11.9. **Subject:** A Resolution Authorizing the City Manager to Execute Construction Contract No. 2021-326 in an Amount not to Exceed \$4,426,863.07 with Central Valley Engineering & Asphalt, Inc. to Construct Phase 2 of Cordova Vineyards Neighborhood Street Rehabilitation Project.

Recommendation: Adopt the Resolution.

- 11.10. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2020-98-2 with DKS Associates to Increase the Contract Amount from \$450,000 to an Amount not to Exceed \$900,000 for On-Call Transportation Engineering and Planning Services.

Recommendation: Adopt the Resolution.

- 11.11. **Subject:** A Resolution Making Certain Findings and Determinations Related to, and Accepting, the FY 2020-21 Development Impact Fee Report for AB1600 Development Fees.

Recommendation: Adopt the Resolution.

- 11.12. **Subject:** Second Reading of an Ordinance of the City of Rancho Cordova Levying a Special Tax within the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1.

Recommendation: Waive the second reading and adopt the Ordinance.

12. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 12.1. **Subject:** The Ranch Phase II: Village 8 Major Design Review Project No. PLND 0921-0009.

Recommendation: Determine the project Exempt per CEQA Guidelines Section 15182, Residential Projects Pursuant to a Specific Plan and Adopt the Resolution for the Ranch Phase II: Village 8 Major Design Review.

- 12.2. **Subject:** An Ordinance Amending Title 2 Administration and Personnel, Chapter 2.30 Planning Commission of the City of Rancho Cordova Municipal Code.

Recommendation: Introduce and waive the first reading of the Ordinance.

- 12.3. **Subject:** Montelena Village 3 Subdivision - Major Design Review - Project No. PLND-0921-0006.

Recommendation: Adopt the Resolution.

13. PUBLIC HEARING ITEMS

- 13.1. **Subject:** An Ordinance Amending Title 23, Zoning Code, Article 1 Administration, Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 7 Site Planning and Development Standards, Article 9 Specific Use Provisions and Article 11 Definitions of the City of Rancho Cordova Municipal Code and Discussion and Direction on Potential Municipal Code Amendments Related to Tasting Rooms and Electric Vehicle Charging Stations.

Recommendation: Introduce and waive the first reading of the Ordinance and receive a report and provide direction to staff on potential Municipal Code Amendments related to tasting rooms and electric vehicle charging stations.

14. REGULAR CALENDAR ITEMS

- 14.1. **Subject:** Discussion and Approval of Council Member Appointments to Regional Boards, Commissions, and Committees.

Recommendation: That Council confirms commitments to serve on other agency boards, commissions, and committees.

15. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

16. ADJOURN TO CLOSED SESSION

Mayor Terry will adjourn the meeting to closed session.

17. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

18. CLOSED SESSION

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

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager: Pursuant to Government Code Section 54957(b)(1).

2. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor Donald Terry and City Attorney Adam U. Lindgren; Unrepresented Employee: City Manager.

19. OPEN SESSION - REPORT OUT FROM CLOSED SESSION

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

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 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

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

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

UPCOMING MEETINGS

January 3, 2022	4:00 PM Special Meeting/Regular Meeting
January 18, 2022	5:30 PM Regular Meeting
January 25, 2022	5:30 PM Special Meeting/Work Session
February 7, 2022	4:00 PM Special Meeting/Regular Meeting
February 15, 2022	5:30 PM Special Meeting/Work Session
February 22, 2022	5:30 PM Regular Meeting
March 7, 2022	4:00 PM Special Meeting/Study Session
March 21, 2022	5:30 PM Regular Meeting

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the December 20, 2021 Regular Meeting of the Rancho Cordova City Council was posted and available for review on December 16, 2021 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed December 16, 2021 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 11.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING Monday, December 6, 2021

4:00 PM – Special Meeting/Closed Session
5:30 PM – Regular Meeting
David B. Roberts Council Chambers

City Hall
2729 Prospect Park Drive, Rancho Cordova

Pursuant to California Assembly Bill 361 amending the Ralph M. Brown Act (Govt. Code 54950-54963), the City has declared a state of emergency relating to COVID-19 and imposed measures to promote social distancing. City Council members and members of the public may participate in the meeting in person or via video/teleconferencing.

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Vice Mayor Terry called the Special meeting to order in the David B. Roberts Council Chambers at 4:02 p.m.

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

Council Members Absent: None

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

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Mayor Gatewood adjourned the special meeting to closed session at 4:05 p.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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Rancho Cordova City Council - DRAFT MINUTES
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Mayor Gatewood called closed session to order at 4:05 p.m.

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

Council Members Absent: None

Staff Members Present: Cyrus Abhar and Adam Lindgren

5. CLOSED SESSION

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

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Pursuant to Government Code Section 54956.8): Property: Assessor's Parcel Numbers 076-0020-0019, 076-0020-0020, 076-0020-0021, 076-0020-0022. Agency negotiators: Cyrus Abhar, City Manager, Adam U. Lindgren, City Attorney. Negotiating parties: Griffin Swinerton. Under negotiation: Price and Terms of Payment.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(4) (One Case).

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

6. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that the City Council by a vote of 5:0, authorized the City Manager to enter into two settlement agreements related to the case County of Sacramento, et al., v. Amerisourcebergen Drug Corporation et al., U.S.D.C., and the Eastern District of California, Case No. 2:18-cv-01135 and U.S.D.C., Northern District of Ohio, MDL No. 2804, Case No. 17-MD-2804.

City Attorney Adam Lindgren reported that staff was given direction on the remainder of closed session items and there was no reportable action taken on those items in closed session.

7. ADJOURNMENT TO THE REGULAR MEETING

Mayor Gatewood adjourned closed session to the regular meeting at 5:42 p.m.

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Gatewood called the Regular meeting to order in the David B. Roberts Council Chambers at 5:42 p.m.

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

Council Members Absent: None

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

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9. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

10. PLEDGE OF ALLEGIANCE

Cyrus Abhar led the pledge.

11. INVOCATION

Mayor Gatewood gave the invocation.

12. PRESENTATIONS

- 12.1. Introduction of New Employee: Xee Vang, Senior Finance Analyst by Dalia Fadl, Principal Engineer.

13. PUBLIC COMMENT

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

1. Larry Ladd
2. Fayzah Mughal
3. Helen Whelan Bashaw
4. Diann Rogers

Mayor Gatewood closed the public comment period.

14. COUNCIL REPORTS

Council reported on events since the last meeting.

15. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

16. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Mayor Gatewood requested that Item 16.3 be pulled for separate discussion.

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

ACTION: Motion to approve item 16.1 through 16.2 and item 16.4 through 16.8 by Budge second by Sander;
Motion passed with a 5:0 vote.

- 16.2. **Subject:** Second Reading of an Ordinance Establishing Special Tax Zone 31 Transit-Related Services for a portion of The Ranch Project

Recommendation: Waive second reading and adopt the Ordinance.

- 16.3. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-

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authorizing Remote Teleconference Meetings of the City for the Period from December 6, 2021 to January 5, 2022.

Recommendation: Adopt the Resolution.

Mayor Gatewood opened the public comment period. The following individuals addressed the Council:

1. Helen Whelan Bashaw

Mayor Gatewood closed the public comment period.

ACTION: Motion to approve item 16.3. by Terry second by Budge;
Motion passed with a 4:1 vote.

AYES: Budge, Pulipati, Sander, and Terry

NOES: Gatewood

ABSENT: None

ABSTAIN: None

- 16.4. **Subject:** A Resolution Approving the Annexation of The Ranch Subdivision (Market Rate Portion) into the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services).

Recommendation: Adopt the Resolution.

- 16.5. **Subject:** Second Reading of an Ordinance Amending the Rancho Cordova Municipal Code Amending Title 2 (Administration and Personnel) to Repeal and Replace Chapter 2.30 Planning Commission and Amend Title 23 (Zoning Code), Article 1 (Administration), Chapter 23.104 (Approval Authority) and Chapter 23.110 (Application Processing).

Recommendation: Waive the second reading and adopt the Ordinance amending Title 2 Administration and Personnel, Chapter 2.30 Planning Commission and Title 23 Zoning Code, Article 1 Administration of the City of Rancho Cordova Municipal Code Related to the Reestablishment of the Planning Commission.

- 16.6. **Subject:** A Resolution Approving the Final Map of Easton Research Park West Large Lot Map, Subdivision No. FM-2021-001-00, And Authorizing The City Manager To Execute The Subdivision Improvement Agreement Contract No. 2021-320 With Aerojet Rocketdyne, Inc.

Recommendation: Adopt the Resolution.

- 16.7. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 64-2019-2 for the Preparation of an Environmental Impact Report with Raney Planning and Management, Inc. to Extend the Contract term from December 31, 2021 to December 31, 2022.

Recommendation: Adopt the Resolution

- 16.8. **Subject:** Treasurer's Report - September 30, 2021.

Recommendation: This report is informational only. It is recommended that the City Council receive and file the September 30, 2021 Treasurer's Report.

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17. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve item 17.1 through 17.3 by Budge second by Terry;
Motion passed with a 5:0 vote.

- 17.1. **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of an Annual Stormwater Utility Fee for a portion of The Ranch Project

Recommendation: Adopt the Resolution.

- 17.2. **Subject:** Montelena Village 1 and 2 Major Design Review for Pulte Homes Master Home Plans - Project PLND-1021-0012.

Recommendation: Determine the project Exempt per Section 15182, of the CEQA Guidelines; and adopt the Resolution for Montelena Village 1 and 2 Major Design Review for Pulte Homes Master Home Plans.

- 17.3. **Subject:** Resolutions and an Ordinance Related to the Formation of the City of Rancho Cordova The Ranch Community Facilities District No. 2021-1.

Recommendation: Adopt the Resolutions and waive first reading and introduce the Ordinance.

18. PUBLIC HEARING ITEMS

- 18.1. **Subject:** Anatolia Marketplace Chevron Service Station and Convenience Store Conditional Use Permit Amendment, Major Design Review, Conditional Use Permit and Letter of Public Convenience and Necessity (PCN); Project No. DD10071.

Recommendation: Determine the project Exempt per Section 15183, consistent with a Community Plan, General Plan or Zoning of the CEQA Guidelines; and Adopt the Resolution for the Anatolia Marketplace Chevron Service Station and Convenience store Conditional Use Permit Amendment, Major Design Review, Conditional Use Permit, and Letter of Public Convenience and Necessity.

Mayor Gatewood and Vice Mayor Terry recused themselves due to a conflict of interest related to the proximity of their residence to the project.

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

ACTION: Motion to approve item 18.1 with updated conditions of approval by Sander second by Pulipati;
Motion passed with a 3:0 vote.

AYES: Pulipati, Sander, and Budge

NOES: None

ABSENT: None

RECUSE: Gatewood and Terry

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- 18.2. **Subject:** An Ordinance Amending Title 23, Zoning Code, Article 1 Administration, Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 7 Site Planning and Development Standards, Article 9 Specific Use Provisions and Article 11 Definitions of the City of Rancho Cordova Municipal Code and Discussion and Direction on Potential Municipal Code Amendments Related to Tasting Rooms.

Recommendation: Introduce and waive the first reading of the Ordinance and receive a report and provide direction to staff on potential Municipal Code Amendments related to tasting rooms.

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

ACTION: Motion to continue item 18.2. to December 20, 2021 by Terry second by Pulipati;
Motion passed with a 5:0 vote.

19. REGULAR CALENDAR ITEMS

- 19.1. **Subject:** 2022 Legislative Update.

Recommendation: Presentations by Simon and Company, Inc. and Joe A. Gonsalves & Son regarding key 2021 legislation affecting the city, as well as staff update regarding 2022 legislative priorities. Receive presentations and update and provide direction and/or approval to staff on city's 2022 Legislative Priorities.

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

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

- 19.2. **Subject:** Stone Creek Village - Baroque Signal Report.

Recommendation: Receive report from staff and provide direction regarding Council's preference for signalization at the north intersection of Zinfandel Drive and Baroque Drive.

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

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

- 19.3. **Subject:** Mills Crossing Project Update and Direction to Move Towards a Development Agreement.

Recommendation: Receive presentation on the site plan updates and next steps regarding the proposed deal structures and development process, and provide direction on moving towards a Development Agreement with Griffin Swinerton.

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

1. Fayzah Mughal

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2. Helen Whelan Bashaw
3. Lupe Treviso Hernandez
4. Autumn Eberhardt
5. Candy Ayotte
6. Meada Cashatt
7. Ejiro Okoro
8. Doniell Cummings
9. Anil Reddy
10. Eleni
11. Ken
12. Austin Allen
13. Linda Robinson
14. Richard and Cyndi Wall
15. Leslie Aldredge
16. Diana Lentz
17. Ann Richardson
18. Jordan Schneider
19. Lisa Phenix
20. Angel Ball
21. Fayzah Mughal
22. Nathan Shipley
23. Richard Sears
24. Bob and Meada Cashatt
25. Mark Martinez
26. Bonnie Stephens
27. Janiz Bowman
28. Karl Haas
29. Jessica Guglielmino
30. Laurie Tsonetokoy
31. Patricia Villanueva
32. Kelly Brown
33. Susan Taylor
34. Sheryl Longworth
35. Tera Kolvenbach
36. Susan Santello
37. Melissa Parker
38. Autumn Eberhardt
39. Rosha Hester
40. Bill Waterson
41. Liz Kaestner
42. Kenneth Nahigian
43. David Corbett
44. Monica Mllton

Mayor Gatewood closed the public comment period.

ACTION: Input was received regarding the Mills Crossing Project Update and Direction to Move Towards a Development Agreement.

19.4. **Subject:** City Council Work Session Priorities for 2022.

Recommendation: Receive information and provide direction as needed.

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

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Gatewood closed the public comment period.

ACTION: Motion to continue item 19.4. to December 20, 2021 by Budge second by Terry;

Motion passed with a 5:0 vote.

- 19.5. **Subject:** A Resolution Approving the 2022 Rancho Cordova City Council Meeting Schedule.

Recommendation: Adopt the Resolution.

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

ACTION: Motion to approve item 19.5. by Budge second by Terry;

Motion passed with a 5:0 vote.

- 19.6. **Subject:** Selection of 2022 Mayor and Vice Mayor.

Recommendation: Council selection of the 2022 Mayor and Vice Mayor.

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

ACTION: Motion to approve item 19.6. by Sander second by Gatewood;

Motion passed with a 5:0 vote.

20. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Discussion Regarding Electric Car Charging Stations
2. Update from Elk Grove Unified School District Regarding Concerns Related to the Prolonged Period of Time to Bus Children to and from School

21. ADJOURNMENT

Mayor Gatewood adjourned the meeting in memory of John T. Kehoe at 10:15 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 11.2.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman, Community Development Director
SUBJECT: **A RESOLUTION DECLARING THE RESULTS OF MAIL BALLOT ELECTION FOR TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 32 FOR THE EXPRESS SEWER AND DRAIN PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the result of the mail ballot election concerning Transit-Related Services Special Tax Area Zone 32 establishing a special tax for transit services for the Express Sewer and Drain project.

BACKGROUND

On October 18, 2021, the City Council approved a Resolution, which created the Rancho Cordova Transit-Related Services Special Tax Area Zone 32 for the Express Sewer and Drain project. On November 1, 2021, the Council adopted an Ordinance that established the special tax for transit-related services subject to land-owner voter confirmation.

For the transit-related services special tax to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 32 is approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2022.

Election Results

A ballot was mailed out to the property owner of the Express Sewer and Drain project following approval of the Ordinance. The mail-ballot election has been completed and the ballot has been tabulated by the City Clerk, Attachment 2. The property owner has approved the Ordinance and the tax will be applied to Zone 32.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact to the General Fund.

ATTACHMENT(S)

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

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX- 2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
DECLARING THE RESULTS OF THE ELECTION FOR
RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 32
FOR THE EXPRESS SEWER AND DRAIN PROJECT**

WHEREAS, on October 18, 2021, the City adopted a Resolution, creating Special Tax Area Zone 32 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 32 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 November 1, 2021 the City adopted Ordinance No. 20-2021, which established a special tax for transit-related services in Zone 32, subject to landowner-voter confirmation; and

WHEREAS, Ordinance No. 20-2021 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2022; and

WHEREAS, a ballot was sent to the landowner of Zone 32 (Express Sewer and Drain Project), which asked them a single question in the form of: "Shall Ordinance No. 20-2021 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 32 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 32 has voted on the issue of whether to approve Ordinance No. 20-2021 and the City now wishes to declare the results of this transit-related services tax election for Zone 32.

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

1. The foregoing recitals are true and correct.
2. The City Clerk has tabulated the 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. 20-2021 authorizing a special tax in the portion of Transit-Related Services Special Tax Zone 32 that encompasses the landowner's property, in order to maintain the present level of transit-related services and provide additional funding for increased transit-related services:

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

3. 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 A ("Certificate").
4. The Ballot Measure is authorized as set forth in Exhibit B attached hereto and by this reference incorporated herein.
5. In accordance with Ordinance No. 20-2021, the transit-related services special tax for Zone 32 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2022.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

**CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE MAIL BALLOT ELECTION RETURN
FOR TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 32
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 32, on the day for the return of mailed ballot, December 2, 2021. The election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 1

Total "Yes" Ballots: 1

Total "No" Ballots: 0



Stacy Leitner, CMC
City Clerk

ITEM 11.2.**ATTACHMENT 3
Exhibit B to the Resolution****RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 32
OFFICIAL SPECIAL TAX BALLOT (ELECTIONS CODE §4000)**

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

Assessor's Parcel Numbers: 072-0450-006
Property Address: 3285 Fitzgerald Road
Rancho Cordova, CA 95742
Designation: Vacant Land
Total Parcel(s) Area (acres): 5.0

Assessor's Parcel Numbers: 072-0450-006

Owner Name: Heinselman Family Trust

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No. 20-2021 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 32 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.

11/8/21

Date

WILLIAM HEINSELMAN

Printed Name



Signature

11/8/21

Date

Sang Tran

Printed Name



Signature

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

Upon completion, fold the ballot, place it in the addressed, return envelope and seal the envelope. Pursuant to the enclosed instructions, mail the ballot to the address shown on the return envelope, or deliver to the City Clerk at City Hall located at 1:30 p.m. Thursday, December 2, 2021.

Return to:

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

MEMORANDUM



ITEM 11.3.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Elizabeth Sparkman, Community Development Director
SUBJECT: **A RESOLUTION DECLARING RESULTS OF MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE ON THE EXPRESS SEWER AND DRAIN PROJECT**

RECOMMENDATION

Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the annual Stormwater Utility Fee on the Express Sewer and Drain project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the results of the ballot tabulation for the proposed imposition of the annual Stormwater Utility Fee on the Express Sewer and Drain project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Express Sewer and Drain project pursuant to the Fee Ordinance.

BACKGROUND

The City Council previously adopted a Resolution on October 18, 2021, declaring its intention to impose the annual Stormwater Utility Fee ("Fee") pursuant to Ordinance No. 7-2014 on the Express Sewer and Drain project. A protest hearing was conducted on November 1, 2021, at which time no written protest was received from the property owner representing a majority of the parcel subject to the Fee. Council then adopted a Resolution authorizing the mailing of a property owner ballot for the purpose of submitting the Fee to a vote of the owner, subject to the Fee. Only one parcel is subject to the fee.

The Clerk has tabulated the ballot returned by the property owner for the Express Sewer and Drain project. The majority vote of the owner of the parcel approved to impose the annual Fee on the Express Sewer and Drain project pursuant to the Ordinance. The Council action tonight is to adopt the Resolution declaring the results of the mail ballot election.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution

2. Exhibit A to Resolution - Ballot
3. Exhibit B to Resolution -City Clerk Certificate

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

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 ON THE EXPRESS SEWER AND DRAIN PROJECT IN THE CITY OF RANCHO CORDOVA

WHEREAS, on October 18, 2021, the City Council adopted a Resolution declaring its intention to impose the Annual Stormwater Utility Fee ("Fee") for the Express Sewer and Drain 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 2021-2022 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 November 1, 2021, and took testimony, both written and oral; and

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

ITEM 11.3.

ATTACHMENT 1

3. The Ballot Measure is authorized as set forth in Exhibit A attached hereto and by this 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 Express Sewer and Drain project.
6. Pursuant to said Certificate, the Ballot Measure submitted was approved by a majority vote of the owner of parcel subject to the Fee, the Fee is hereby imposed pursuant to Ordinance No. 7-2014 on the Express Sewer and Drain project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 20th day of December 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Rancho Cordova Stormwater Utility Fee – Official Property Owner Ballot

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

Assessor's Parcel Numbers: 072-0450-006
 Property Address: 3285 Fitzgerald Road
 Rancho Cordova, CA 95742
 Designation: Vacant Land
 Total Parcel(s) Area (acres): 5.0
 DMU: 10.0 x 5.0 = 50

Assessor's Parcel Numbers: 072-0450-006

Owner Name: Heinselman Family Trust

Proposed Maximum FY 2021-2022 Annual Fee Amount: \$137.62 per DMU

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

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

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

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

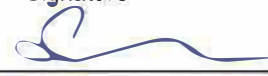
11/8/21
 Date

William Heinselman
 Printed Name


 Signature

11/8/21
 Date

SANG TRAN
 Printed Name


 Signature

Vote Here

If approved by a majority of the returned ballots, the proposed maximum annual Storm Drain User Fee rate for FY 2021-2022 will be \$137.62 per Drainage Measurement Unit (DMU). The maximum rate per DMU will increase annually by the amount of the increase of the CPI. However, each year the City Council will hold a public hearing and determine the actual rate per DMU that will be charged. At the annual public hearing, the City Council will set the actual rate for the next year, which would be equal to or less than the annual maximum rate. The Council may decide to reduce the rate or set the rate to \$0 per DMU in any fiscal year.

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

Upon completion, fold the ballot, place it in the addressed, return envelope and seal the envelope. Pursuant to the enclosed instructions, mail the ballot to the address shown on the return envelope, or deliver to the City Clerk at City Hall located at 1:30 p.m. Tuesday, November 23, 2021.

Return to:

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

Exhibit B

**CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS
IN CONNECTION WITH THE PROPOSED STORMWATER UTILITY FEE
IN THE CITY OF RANCHO CORDOVA**

I, Stacy Leitner, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election in connection with the imposition of an annual stormwater utility fee that the day for the return of mailed ballot, November 23, 2021, The election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 1

Total "Yes" Ballots: 1

Total "No" Ballots: 0


Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 11.4.

DATE: December 20, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer
Kristine Courdy, Associate Civil Engineer
Jesse Yabes, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-330 WITH MARK THOMAS & COMPANY IN AN AMOUNT NOT TO EXCEED \$447,461.00 FOR CIVIL ENGINEERING DESIGN, ENVIRONMENTAL AND RIGHT OF WAY ACQUISITION SERVICES FOR THE CHASE DRIVE - AMERICAN RIVER PARKWAY CONNECTION PROJECT TO CREATE A PEDESTRIAN AND BICYCLE TRAIL ALONG CHASE DRIVE TO THE AMERICAN RIVER TRAILHEAD THAT WILL PROMOTE LIVABILITY, INCREASE SAFETY AND A POSITIVE IMAGE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2021-330 with Mark Thomas & Company in an amount not to exceed \$447,461.00 to provide civil engineering design, environmental and right of way acquisition services for the Chase Drive - American River Parkway Connection Project to create a Pedestrian and Bicycle Trail along Chase Drive to the American River Trailhead that will Promote Livability, Increase Safety and a Positive Image.

BACKGROUND

In 2015, the City of Rancho Cordova began working with local stakeholders along the Chase Drive corridor to develop a master plan for Chase Drive. The master planning effort involved a diverse group of stakeholders – the City, Sacramento County, Cordova Recreation and Park District, Soil Born Farms, Folsom Cordova School District, Rancho Cordova Community Council and Rancho Cordova Citizens – to assist in developing the corridor plan for multiple users and stakeholders. The master plan identified upgrading the primary entry to Hagan Community Park; creating additional access, visibility and parking for Soil Born Farms, and providing regional and local active transportation connections to the American River Parkway.

Since 2019, City and corridor stakeholders have begun implementation of improvements identified in the master plan. In 2019, the City completed construction of the Chase/Coloma Plaza Intersection Project that constructed bicycle and pedestrian improvements and safety enhancements at the intersection. Soil Born Farms received a state grant for designing and constructing parking lot and entry features, with those improvements currently underway and scheduled for completion in Spring 2022. CRPD has also completed construction of a pool at the Community Center.

In 2021, the City received a Community Design Grant from Sacramento Area Council of Governments (SACOG) and Smart Growth Incentive Program Funds from the Sacramento Transportation Agency (STA) for the City's Chase Drive – American River Parkway Connection Project. The project will provide a critical, high-quality active transportation connection along Chase Drive and continue to build on the prior investments along this corridor. The project scope includes a Class I multiuse path along the east side of the roadway from the Chase/Coloma Plaza to the spur trail connecting to the American River Parkway, curb & gutter, low impact development landscaping, pedestrian lighting and high visibility crosswalks at the Rinda Drive intersection to enhance safety for Mills Middle School and Cordova High School students. The project limits are shown in Attachment 3.

Mark Thomas & Company is currently on Public Work's On-Call List for Design Services and is recommended for this project since they are the engineering consultant for the Soil Born Farms Project that abuts this project, and were the engineering consultant for the Chase Drive/Coloma Road Plaza Project. Their expertise and detailed knowledge of the corridor makes them the ideal consultant to design this project.

FISCAL IMPACT AND FUNDING SOURCE

Funding for Chase Drive - American River Parkway Connection Project consists of a \$2,362,000 Sacramento Area Council of Governments Community Design Grant, \$788,000 in Sacramento Transportation Agency - Smart Growth Incentive Program Funds and \$150,000 in Transportation Development Act Funds. This contract does not impact the general fund.

This project is included in the City's current approved Capital Improvement Plan and in the 2021/22 budget.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2021-330
3. Project Limits

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2021-330 WITH MARK THOMAS & COMPANY IN AN AMOUNT NOT TO EXCEED \$447,461 FOR CIVIL ENGINEERING DESIGN, ENVIRONMENTAL AND RIGHT OF WAY ACQUISITION SERVICES FOR THE CHASE DRIVE - AMERICAN RIVER PARKWAY CONNECTION PROJECT, CP22-2220, TO CREATE A PEDESTRAIN AND BICYCLE TRAIL ALONG CHASE DRIVE TO THE AMERICAN RIVER TRAILHEAD THAT WILL PROMOTE LIVABILITY, INCREASE SAFETY AND A POSITIVE IMAGE.

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2021-330 with Mark Thomas & Company in the amount of \$447,461 for engineering design and right of way acquisition support services for the Chase Drive - American River Parkway Connection Project, CP22-2220; and

WHEREAS, the Public Works Department employs the assistance of qualified consultants for engineering design services in order to provide flexibility to adapt to the variable Capital Improvement Program demands; and

WHEREAS, Mark Thomas & Company is currently on the City's engineering consulting on-call list and has performed the final engineering on the adjacent phases along the Chase Drive Corridor; and

WHEREAS, funding for the Chase Drive - American River Parkway Connection Project currently consists of a \$2,362,000 Sacramento Area Council of Governments Community Design Grant, \$788,000 in Sacramento Transportation Agency - Smart Growth Incentive Program Funds and \$150,000 in Transportation Development Act Funds. The contract does not impact the general fund; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2021-330 in an amount not to exceed \$447,461 with Mark Thomas & Company and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

ITEM 11.4.

ATTACHMENT 1

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA
AND MARK THOMAS & COMPANY FOR ENGINEERING DESIGN
AND RIGHT OF WAY ACQUISITION SERVICES FOR THE
CHASE DRIVE – AMERICAN RIVER PARKWAY CONNECTION PROJECT, CP22-2220**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Mark Thomas & Company, a California Corporation ("Professional") as of December 20, 2021.

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 Performance Period.

1.1.1 The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2024. 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.

1.1.2 Professional is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY

1.1.3 Reserved.

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, workmanlike 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.

1.5 Professional's Reports or Meetings.

1.5.1 If this Agreement does not require "on call" consulting services:

- a. Professional shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine if Professional is performing to expectations, is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- b. Professional's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

1.5.2 Reserved

1.6 Inspection of Work. Professional and any sub-consultant shall permit LOCAL AGENCY, the state (and the FHWA if federal participating funds are used in this contract) to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed Four Hundred Four Seven Thousand Four Hundred Sixty One Dollars and No Cents (\$447,461), notwithstanding any contrary indications that may be contained in Professional's cost proposal dated November 05, 2021, 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 2,253 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 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Item Intentionally Omitted.

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 Six Thousand Two Hundred Twenty Seven Dollars and No Cents (\$6,227.00). 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.
- 2.10 State Prevailing Wage Rates.** For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws: (For more information see Chapter 10.1 of the Caltrans Local Assistance Procedures Manual.)
- 2.10.1** Professional shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 2.10.2** Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- 2.10.3** When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 2.11 Retention of Funds.** Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

2.12 Federal Funding Provision related to Allowable Costs and Payments - Reserved

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.
- f. Professional agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Professional agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event Professional fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- g. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

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 TWO MILLION DOLLARS (\$2,000,000) 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 anytime.
- 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. Professional 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.

4.4.7 City shall not be responsible for any premiums or assessments on any insurance policies required under this Agreement.

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 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.

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 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 the California Public Employees Retirement System (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 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.**
- 7.5.1 Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 7.5.2 During the performance of this Contract, Professional and its sub-professionals shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability,

medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Professional and subprofessionals shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Professional and subprofessionals shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Professional and its subprofessionals shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

7.6 Safety

7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

7.6.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

7.6.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

7.6.4 Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. LOCAL AGENCY, or Professional reserves the right to terminate this contract upon thirty (30) calendar days written notice with the reasons for termination stated in the notice. LOCAL AGENCY may terminate this contract with Professional should Professional fail to perform the covenants herein contained at the time and in the manner

herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with Professional, LOCAL AGENCY shall pay Professional the sum due to Professional under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Professional under this contract and the balance, if any, shall be paid to Professional upon demand. Professional may cancel this Agreement upon 30 Calendar days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, City may condition payment of any 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. Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.4 Assignment and Subcontracting.

8.4.1 Reserved.

8.4.2 Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve Professional of its responsibilities and obligations hereunder. Professional agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Professional. Professional's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the Professional.

8.4.3 Professional shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract

Administrator, except that, which is expressly identified in the approved Cost Proposal.

- 8.4.4 Professional shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Professional by LOCAL AGENCY.
- 8.4.5 All subcontract entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- 8.4.6 Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).
- 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. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21,

California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Professional, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Professional and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

- 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 Work and 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. Professional and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.
- 9.4 Confidentiality of Data.**
- 9.4.1** All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure.
- 9.4.2** Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.
- 9.4.3** Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own

personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

- 9.4.4** Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.
- 9.4.5** Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- 9.4.6** All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than City.

9.5 Ownership of Data.

- 9.5.1** Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.
- 9.5.2** It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- 9.5.3** Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Professional under this contract; further, Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Professional.
- 9.5.4** Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 9.5.5** City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

9.6 Audit Review Procedures.

- 9.6.1** Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- 9.6.2** Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- 9.6.3** Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse Professional from full and timely performance, in accordance with the terms of this contract.
- 9.6.4** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$150,000, Professional and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Professional's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Professional and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. Professional agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by Professional to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- 9.6.5** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$3,500,000, Professional Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Professional and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Professional to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

- 9.6.5.1** During a Caltrans' review of the ICR audit work papers created by the Professional's independent CPA, Caltrans will work with the CPA and/or Professional toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the Professional at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
- (a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - (b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - (c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
- 9.6.5.2** If Caltrans is unable to issue a cognizant letter per paragraph 9.6.5.1 above, Caltrans may require Professional to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the Professional's and/or the independent CPA's revisions.
- 9.6.5.3** If the Professional fails to comply with the provisions of this Section 9.6.5, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.6.5.1 above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
- 9.6.5.4** Professional may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The Professional MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the Professional, either as a prime or subconsultant, with the same fiscal period ICR.

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.**
- 10.7.1** 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.*
- 10.7.2** 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.*

- 10.7.3** 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.
- 10.7.4 Federal Funding Provisions Related to Conflict of Interest.** Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article 10.7.4.
- 10.7.4.1** Professional shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. Professional shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- 10.7.4.2** Professional hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- 10.7.4.3** Professional hereby certifies that neither Professional, nor any firm affiliated with Professional will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 10.7.4.4** Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- 10.7.4.5** Professional hereby certifies that neither Professional, its employees, nor any firm affiliated with Professional providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

10.7.4.6 Professional further certifies that neither Professional, nor any firm affiliated with Professional, will bid on any construction subcontracts included within the construction contract. Additionally, Professional certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

10.7.4.7 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

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 Mr. Edgar Medina, P.E. ("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:

Mark Thomas and Company
Attention: Matt Brogan, PE, Principal - Vice President
701 University Ave, Ste 200
Sacramento, CA 95825

Email Address (for Insurance Update Requests)
mbrogan@markthomas.com

Any written notice to City shall be sent to:

City of Rancho Cordova, Dept. of Public Works
Attention: Edgar Medina, Contract Administrator
2719 Prospect Park Drive
Rancho Cordova, CA 95670
EMedina@cityofranhocordova.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.

Seal and Signature of Registered Professional with
report/design responsibility.

- 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.

Section 11 FUNDING PROVISIONS.

11.1 Prohibition of Expending City, State, or Federal Funds for Lobbying.

11.1.1 Professional certifies to the best of his or her knowledge and belief that:

- (a)** No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Professional to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (b)** If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

11.1.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is

a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 11.1.3 Professional also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

11.2 Statement of Compliance

- 11.2.1 Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

- 11.2.2 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- 11.2.3 If any federal funding is used for this project:

- (a) The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination

under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- (b) The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

11.3 Rebates, Kickbacks or other Unlawful Consideration. Professional warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.4 Debarment and Suspension Certification.

11.4.1 Professional's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Professional has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

11.4.2 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Professional responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

11.4.3 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

- 11.5 Evaluation of Professional.** Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.
- 11.6 National Labor Relations Board Certification.** In accordance with Public Contract Code Section 10296, Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.
- 11.7 Equipment Purchase.**
- 11.7.1** Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before Professional enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. Professional shall provide an evaluation of the necessity or desirability of incurring such costs.
- 11.7.2** For purchase of any item, service or consulting work not covered in Professional's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- 11.7.3** Any equipment purchased as a result of this contract is subject to the following: "Professional shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Professional may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If Professional elects to keep the equipment, fair market value shall be determined at Professional's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and Professional, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11.8 Disputes.

11.8.1 Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator, Mr. Edgar Medina, P.E., who may consider written or verbal information submitted by Professional.

11.8.2 Not later than 30 days after completion of all work under the contract, Professional may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

11.8.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Professional from full and timely performance in accordance with the terms of this contract.

11.9 Cost Principles.

11.9.1 Professional agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

11.9.2 Professional also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

11.9.3 Any costs for which payment has been made to Professional that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Professional to LOCAL AGENCY.

11.9.4 All subcontracts in excess of \$25,000 shall contain the above provisions.

11.10 Disadvantaged Business Enterprise Participation. - RESERVED

11.11 Covenant Against Contingent Fees. The Professional warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.12 Funding Requirements.

11.12.1 It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

11.12.2 This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

11.12.3 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

11.12.4 LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

11.13 Claims Filed by City's Construction Contractor.

11.13.1 If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by Professional's personnel, and additional information or assistance from Professional's personnel is required in order to evaluate or defend against such claims; Professional agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

11.13.2 Professional's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Professional's personnel services under this contract.

11.13.3 Services of Professional's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

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. The two Parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

CITY OF RANCHO CORDOVA**PROFESSIONAL**

Cyrus Abhar, City Manager

Matt Brogan, PE, Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Attachments:
Exhibit A – Scope of Services
Exhibit B – Cost Proposal

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

Task 1.1. Project Management

Mark Thomas will be responsible for overall project management, develop and maintain a critical path method (CPM) design schedule, complete progress monitoring and reporting monthly, and coordinate with affected agencies. Mark Thomas will ensure the project is being completed in conformance with City standards, policies and procedures. This scope assumes project management for 16 months.

LSA will provide project management for the environmental phase.

Task 1.2. Meetings

Mark Thomas will schedule and conduct a project kick-off meeting within one week of NTP to discuss project details, establish goals, review the project schedule, and coordinate efforts. Consultant will work in conjunction with the City to develop the Project Development Team (PDT). Once identified, Consultant will coordinate and attend monthly (or as directed by the Town) PDT meetings. A meeting notice, agenda, and meeting minutes (noting all action items) will be prepared. This scope assumes a total of 16 web-based project meetings and 2 site visits.

Task 1.3. Stakeholder Coordination

This task includes coordination with key stakeholders along the corridor, including the FCUSD, Cordova Recreation and Parks District, Cordova Community Council, and Sacramento County Parks. This scope assumes one-on-one meetings with each stakeholder, four (4) total.

Task 1.4. Quality Assurance / Quality Control

Consultant will utilize its internal QA/QC processes to perform quality control reviews at each submittal.

TASK 1 DELIVERABLES

- Meeting Agendas, Minutes, Action Item Log
- Progress Reports
- CPM schedule updated monthly (PDF)
- QA/QC documentation (PDF)

TASK 2. PUBLIC OUTREACH

Task 2.1. Direct Mailers

Mark Thomas will assist the City to prepare direct mailers informing the general public about the project. Our team will develop the content and graphics for inclusion within a template provided by the City. This scope assumes that printing and mailing costs will be the responsibility of the City.

Task 2.2. Metroquest Survey

Mark Thomas will assist the City to prepare Metroquest Survey to gather public feedback for the project. Our team will develop the content and graphics for inclusion within a template provided by the City. This scope assumes the City will prepare and post the survey working with others. Mark Thomas will attend one (1) coordination meeting to support preparation of the survey.

Task 2.3. Public Open House

Mark Thomas will assist the City in preparing for a public open house. Mark Thomas will prepare a power point presentation and attend a virtual meeting. This scope assumes the City will host a Zoom meeting.

This meeting is intended to provide a forum for the project team to share project information and hear from community members. During the meeting, attendees will have the opportunity to ask questions, provide their feedback. At the conclusion of the virtual community meeting, Mark Thomas will develop a summary of all feedback provided and questions asked.

This scope assumes City of Rancho Cordova will be responsible for notifying residents and community members about the virtual community meeting three-weeks prior to the meeting date, including the distribution of electronic flier and social media posts.

Task 2.4. City Council Presentations

Mark Thomas will prepare presentations for two (2) City Council presentations. This includes a presentation in MS Power Point format and supporting graphic materials.

TASK 2 DELIVERABLES

- Direct Mailer (PDF)
- Metroquest Survey Content and Graphics (MS Word File and JPG's respectively)
- Attendance for one (1) Virtual Metroquest Coordination Meeting
- Facilitation and Attendance for one (1) Virtual Open House (Zoom Format)
- Power Point Presentations and Attendance for two (2) City Council Meetings

TASK 3. SURVEYING AND BASEMAPPING

Task 3.1. Topographic Surveys

Mark Thomas will conduct design level topographic survey along Chase Dr, in the city of Rancho Cordova extending from the intersection of Coloma Rd to the beginning of the existing trail located on Peterson Field, 2197 Chase Dr, Rancho Cordova (APN 076-0010-015), for a total of approximately 3,000 LF. The topographic survey will be limited to approximately 50 feet behind the northerly edge of pavement along Chase Dr. and then transitioning to 50 feet behind the southerly edge of pavement along Chase Dr. at said Peterson Field property.

Topographic survey will include back/face of walk, curb & gutter, EP, ETW, grade breaks, driveways, curb ramps, trees, streetlights, signs, above ground surface visible utilities. Tree Tags from the arborist report prepared by the City will be recorded, if available. This scope assumes surveys within the Chase Drive pavement limits will be provided by the City (LiDAR).

Task 3.2. Existing Utility Mapping

Based on utility records provided by utility owners and as-builts provided by the City, Mark Thomas will develop a base map of the existing utilities.

TASK 3 DELIVERABLES

- Topographic Base Map (40-Scale – ACAD Civil 3D)
- Utility Base Map (ACAD Civil 3D)

TASK 4. PRELIMINARY ENGINEERING

Task 4.1. Geotechnical Design and Materials Report

To evaluate the soil conditions along the proposed bike path, Crawford will hand auger through the proposed bike trail areas to collect subgrade soil for laboratory testing. Following field investigation and R-value testing we will determine the pavement thicknesses, based on assumed gravel factors, required to meet a provided traffic index. Crawford will perform the following and prepare a Pavement Design Memorandum for the project.

Coordination and Preliminary Review

Crawford will meet with the design team to discuss preliminary design plans, project design needs, issues and schedules. We will obtain a City encroachment permit.

Hand Augering and Sampling

To collect material for classification and laboratory testing, Crawford will hand auger the unpaved shoulders and Hagan Community Park at 4 to 5 locations along the proposed bike path alignment. A Crawford Engineer/Geologist will direct the hand augering and sampling.

Task 3: Laboratory Testing

Crawford will complete laboratory testing to determine the subgrade R-Value.

Pavement Section Analysis

Crawford will determine required new pavement sections based on a provided traffic index and discuss them with the City and design team.

Pavement Design Memorandum

Crawford will prepare a Draft Pavement Design Memorandum that will include the following:

- Project description
- Hand auger boring logs
- Recommendations for new pavement sections
- Recommendations for grading and construction, including ground preparation, materials excavation, stability, and placement
- Risk Management and Limitations
- Vicinity Map
- Site Plan with hand auger locations.

The draft memorandum will be submitted for review and comment by the city and design team. Crawford will publish a final memorandum upon receipt of all review comments.

Task 4.2. Trail Alignment Study

Mark Thomas will refine the path alignment shown in the grant application. This includes preservation and avoidance of existing trees, refinement of driveway crossings and crosswalks, coordination with FCUSD to provide spectator locations along Peterson Field, and locations to view the July 4th Parade. The refined alignment will be used to develop the 30% plans.

Task 4.3. Preliminary Planting and LID Concept Plan

Mark Thomas Landscape Architects will use electronic base plan developed in Task 4.2 and as-built landscape plans from adjacent school projects or city and verify them with observable field conditions. Based on the collected information, a 30% conceptual landscape plan and cost estimate will be prepared. This 30% plan will include a proposed plant list, tree locations and ground level plant massings. The plan will also include approach to preservation and/or replacement of existing trees and identify an approach to meet County stormwater requirements (as applicable). A narrative on the recommended irrigation methodology will be included. This plan will be prepared in AutoCAD on a single sheet at 50-scale and will be delivered electronically in color for City Council approval. Mark Thomas will also prepare a 30% cost estimate for the planting and irrigation. We will provide one revision to this plan based on comment from the city. This effort will also include review of feasibility of incorporating a "rain-garden" into the project footprint.

Task 4.4. Right of Way and Utility Impact Exhibit

Mark Thomas will prepare an exhibit showing the right of way and utility relocation needs for the project. This exhibit will be used for coordination with the affected stakeholders and to review the right of way capital and support costs required to complete the project.

Task 4.5. 30% Plans and Estimate

Mark Thomas will prepare a complete 30% level plan set based on the materials developed in Task 4. The plans will include typical sections, horizontal layout, and preliminary grading, right of way needs, utility relocations, planting and irrigation, and signing and striping. A 30% Engineer's Estimate will also be provided.

Y&C will prepare a lighting analysis and layout of the pathway lighting and prepare a 30% cost estimate

TASK 4 DELIVERABLES

- Draft Pavement Design Memorandum
- Final Pavement Design Memorandum
- Trail Alignment Study (50 Scale – PDF)
- Sidewalk Repair Assessment Memorandum (PDF)
- Draft and Final 30% Landscape Concept Plan and Estimate
- Lighting Analysis and 30% Lighting Estimate
- 30% Composite Plan and Estimate (PDF)

TASK 5. ENVIRONMENTAL

Task 5.1. Preliminary Environmental Study (PES) Form

LSA will prepare the Preliminary Environmental Study (PES) for the proposed project based on the Caltrans Local Assistance Procedures Manual PES Template (January 2021). The PES, once completed, will be used to determine the appropriate environmental technical studies to be completed to clear NEPA. The PES will include the requisite attachments (e.g., FEMA FIRM maps, species lists, and the VIA Questionnaire) and will include a brief cultural resources memorandum (described in more detail under Task 2). LSA will respond to one set of comprehensive comments on the PES from the DPR and Caltrans budgeted not to exceed 6 hours. Based on the project type at this time LSA is anticipating technical studies to support a NEPA Categorical Exclusion.

Task 5.2. NEPA Technical Studies

Task 5.2.1. Project Description

LSA will prepare a detailed project description based on information and design for one build alternative provided by the project engineer. LSA will use the detailed project description in the technical studies. LSA will begin preparation of the technical studies following confirmation that neither the project description nor design will change substantially enough to require revisions to the technical reports. LSA's technical work includes mapping/analysis of project components utilizing GIS, which requires project information from the engineering in AutoCAD (i.e., dwg) format and projected into a real-world coordinate system (e.g., State Plane) for efficient integration into GIS software.

Task 5.2.2. Biological Resources

LSA will evaluate the biological resources present in the project area and determine project effects to those resources. A key objective of the evaluation will be to identify any special-status plant or wildlife species, or sensitive habitats that may be impacted by the project. Based on a preliminary review of aerial photographs, the project area occurs in an urban/residential setting and does not appear to support natural communities or provide suitable habitat for special-status plants or wildlife. Sensitive biological resources potentially occurring in the project area are likely limited to nesting birds. LSA will conduct the following tasks to evaluate potential effects on biological resources.

Background Review and Reconnaissance-Level Field Survey.

LSA will request a report of special-status species from the U.S. Fish and Wildlife Service through their Information for Planning and Consultation (IPaC) website and will query the California Natural Diversity Data Base. Following the background review, LSA will conduct a reconnaissance-level field survey to assess habitats on the site for special-status species based on the presence of suitable habitat. During this survey, LSA will inspect vegetation and structures in the project area for evidence of bird nesting activity.

Documentation.

LSA will document the results of the research and field survey in a concise No Effect Memo consistent with the guidelines on the Caltrans SER (August 17, 2021). The memo will briefly describe the project, resources evaluated, effect findings, and any required standard avoidance measures such as construction timing, fencing, or preconstruction survey(s). LSA has budgeted 5 hours of staff time to respond to client and Caltrans comments and make any necessary revisions to the memo.

Task 5.2.3. Cultural Resources Screening Memorandum

LSA's Scope of Work includes a California Historical Resources Information System (CHRIS) records search, which will be conducted at the North Central Information Center (NCIC) to identify any previous cultural resources or cultural resources studies in the APE and within a 1-mile search radius. Assuming that no previously recorded cultural resources exist within or adjacent to the APE and that the project appears to have no potential to affect historic properties, LSA will incorporate the findings of the records search into a brief cultural resources memorandum recommending that the project be determined exempt from further cultural resources review pursuant to the Caltrans 2014 First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California (Section 106 PA). If Caltrans is in agreement with the recommendations, Caltrans Environmental staff will prepare a formal Screened Undertaking memorandum.

Task 5.2.4. Cultural Resources HPSR/ASR (Optional Task)

If Caltrans determines the project does not qualify for a Screened Undertaking memorandum, LSA will conduct cultural resources technical studies to address requirements of NEPA and Section 106 of the National Historic Preservation Act (Section 106) under the guidance set forth in the Caltrans 2014 *First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA).

LSA has based this Scope of Work and Budget on negative findings for cultural resources and the stipulation that City is the CEQA lead agency and will conduct AB 52 Native American consultation and any parallel tribal outreach required without assistance. LSA will contact the client if we determine additional effort (e.g., positive results, significance evaluation, and/or impact assessment) is required to address potential historic properties within the project's Area of Potential Effects (APE). LSA's Scope of Work includes research, field survey, and reporting tasks, as follows:

- **California Historical Resources Information System (CHRIS):** A CHRIS records search will be conducted at the North Central Information Center (NCIC) to identify any previous cultural resources or cultural resources studies in the APE and within a 1-mile search radius.
- **Native American Heritage Commission (NAHC):** At Caltrans' direction, LSA will obtain the results of a Sacred Lands File search from the NAHC in order to assist with consultation. NAHC's response will include a list of tribes

designated for contact and identify the presence or absence of locations that may have traditional or cultural value to tribal organizations, regardless of archaeological value, in or adjacent to the project site.

- **Background Research:** LSA will review background information, historical maps and records, cultural resources inventories, and pertinent literature to determine the pre-contact and historic context and assess the archaeological site sensitivity of the APE.
- **Field Survey:** An LSA Archaeologist will conduct a field survey of the APE. The field survey will be documented in field notes and photographs. We will need access to the project site to complete this task (to be provided by client, if necessary).

Documentation

LSA will prepare an APE map on a base map provided by the project engineer (PE). The APE map will depict the existing topography; grading limits; borrow and staging areas; temporary construction easements; existing and proposed right-of-way; existing and proposed roadway geometrics; parcel boundaries and numbers, as needed; evaluated buildings and structures; a scale in U.S. Customary Units; a north arrow; sound and/or retaining walls, if any; conceptual Best Management Practices (BMPs); the APE boundary; a signature block; a legend; and all other format requirements per the Caltrans Standard Environmental Reference (SER; January 2011). Per Caltrans, the map will be at scale of 1 inch = 200–400 feet (a scale of 1 inch = 200 feet is preferable). The map identifies the entire area of project impacts. This proposal provides budget to prepare an APE map based on the first set of *complete* engineering plans provided by Mark Thomas. In the event engineering plans change, a contract modification (budget augment) will be necessary. This map will be submitted to Caltrans with the Historic Property Survey Report (HPSR) for approval and signatures.

LSA will prepare an Archaeological Survey Report (ASR) that describes the methods and results of the study. The ASR will conform to the guidelines set forth in the SER, volume 2, *Exhibit 5.1—Archaeological Survey Report (ASR) Format and Content Guide* (dated July 2015). LSA has budgeted 20 hours to respond to comments generated during City and Caltrans review of the draft report. Following resolution of any comments, the final report will be signed and resubmitted as a PDF file. Once finalized, the ASR will also be submitted to the NCIC in fulfillment of a requirement to access its archives.

LSA will prepare an HPSR. The HPSR acts as a cover document for all cultural resources studies prepared for the project to comply with Section 106. The HPSR will adhere to the guidance set forth in the SER, volume 2, *Exhibit 2.6—Historic Property Survey Report (HPSR) Format and Content Guide* (dated April 2020). The finalized APE map and ASR will be appended to the HPSR. LSA has budgeted 12 hours to respond to City and Caltrans comments on the HPSR. Following resolution of any comments, the final report will be signed and resubmitted as a PDF file. Two hard copies with wet ink signatures will be delivered to Caltrans for their records, if requested.

Task 5.2.5. Noise

LSA will prepare a technical noise memorandum for a Type III project per the requirements found in 23 CFR 772 (i.e., the project does not involve added capacity, construction of new through lanes or auxiliary lanes, changes in the horizontal or vertical alignment of the roadway or exposure of noise sensitive land uses to a new or existing highway noise source). The memorandum will include a detailed analysis of the potential construction noise impacts recommendation of abatement measures, as needed. Analysis requirements will be based on the sensitivity of the area and follow Caltrans guidelines and the Noise Ordinance specifications of the city. The memo will also describe why this project is not considered a Type I project for the purposes of assessing noise impacts.

Task 5.2.6. Section 4(F)

LSA will prepare the Section 4(f) *De Minimis* letter to address potential impacts to publicly owned lands. The proposed Project area crosses recreational lands owned and operated by Folsom Cordova Unified School District, Cordova Recreation/Park District, and the County of Sacramento. LSA understands that the officials with jurisdiction have been

engaged in the project development and are supportive of the project. During project construction, the publicly owned lands may be impacted, resulting in the need for a Section 4(f) *De Minimis*. A *de minimis* impact is a minimal impact to a 4(f) resource that is not considered to be adverse. Specifically, a *de minimis* impact to a recreation area would not adversely affect the qualities, activities, features or attributes that give the property protection under Section 4(f). Based on our understanding of the project, we believe a *de minimis* impact is the likely 4(f) outcome, and that a 4(f) Use will not occur for the project.

A letter of concurrence will be required from the officials with jurisdiction (specifically the Folsom Cordova Unified School District, Cordova Recreation/Park District, and the County of Sacramento). LSA will prepare the Section 4(f) *De Minimis* letter requesting concurrence based on the *Caltrans SER Guidance for 4(f) Resources Chapter 20* (January 2021).

Task 5.2.7. Visual Impacts (Optional Task)

Based on the current project understanding and completion of Caltrans' *Questionnaire to Determine Visual Impact Assessment (VIA) Level*, LSA anticipates that no noticeable visual changes to the environment are proposed and no further analysis is required.

In the event that the proposed project introduces features that may conflict with the surrounding environment, LSA will prepare a Visual Impact Memorandum (VIA memo) based on the *Caltrans SER Guidance for Visual Resources Chapter 27* (January 2021) which evaluates the aesthetic compatibility of the proposed project with the surrounding area. The VIA memo will consider the consistency of the project with the applicable City of Rancho Cordova General Plan visual resources policies, the Caltrans SER, the FHWA Visual Impact Assessment for Highway Projects guidelines, and other applicable regulations and guidance. The VIA memo will describe the existing setting, identify important visual resources, and identify potential project visual impacts. The analysis will include ground-level photographs from several viewpoints near the project site. Visual conditions and project impacts will be discussed qualitatively. It is assumed the project design for the proposed project will include landscaping consistent with applicable DPR and Caltrans guidelines. If required, measures to avoid or minimize adverse project visual impacts or to provide consistency with the Caltrans standards and the General Plan will be identified.

Task 5.2.8. Construction Traffic Memorandum

Mark Thomas will prepare a brief memorandum discussing the construction activities and the potential impacts to traffic. The memo will include discussion on how to maintain access to Chase Drive, Hagen Park, and existing driveways during construction. No traffic analysis is required to complete this memorandum.

Task 5.2.9. Phase 1 Initial Site Assessment (Optional Task)

Crawford will perform the following tasks to provide an Initial Site Assessment (ISA) to evaluate the project alignment and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project.

- Review and discuss the project with the design team.
- Review available project documents and reports including; existing ISA/ESA reports for nearby projects, APN parcel maps, site geology and ground water data. We will review this information for evidence of suspected or known contamination/hazardous materials issues (such as pesticide usage, railroad alignments, industrial parks, orchards, etc.) that might impact the project alignment.
- Review historical aerial photographs, topographic maps, and soil maps of the site and surrounding properties for indications of site use and potential sources of contamination.

- Perform federal, state, and county/city records review for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site. The federal, state, and city database search will be provided by a professional record check service.
- Conduct a limited site reconnaissance to observe current land use and indications of potential contamination at the site, and to view publicly accessible portions of the adjacent properties.
- If warranted by the historical review, regulatory personnel and/or owners of potentially impacted properties adjacent to the project alignment will be interviewed to assess the potential for RECs.
- Based on the results of the database search, site review, reconnaissance, Crawford will determine the risk of potential hazardous materials within and adjacent to the project area.
- Prepare a report summarizing the findings of our review, site reconnaissance, property owner interviews, historical photograph evaluation, and regulatory records review. We will address identified potential contamination and hazardous material impacts to provide recommendations and determine additional investigation and analysis.

Task 5.3. CEQA Clearance

Based on LSA's understanding of the project, a CEQA CE is the appropriate CEQA determination. LSA will prepare a brief memorandum following the format of the CEQA Initial Study Checklist and a Notice of Exemption (NOE) form. The memorandum will provide an assessment of Project impacts under the various resources. The memorandum will provide staff with the basis for preparing the staff report to present to the City Council.

TASK 5 DELIVERABLES

- Preliminary Environmental Study Form (PDF)
- Biological Resources - No Effect Memo (PDF)
- Cultural Resources Screening Memo (PDF)
- Cultural Resources - APE Map (PDF) (Optional)
- Archaeological Survey Report (ASR) (PDF) (Optional)
- Historic Property Survey Report (HPSR) (PDF) (Optional)
- Construction Noise Technical Memorandum (PDF)
- Section 4(f) De Minimis Letters (PDF)
- Visual Impact Assessment Memo (Optional)
- Construction Traffic Memorandum (PDF)
- Draft and Final Initial Site Assessment (PDF)
- Memorandum summarizing findings for CEQA CE
- Notice of Exemption

TASK 6. RIGHT OF WAY

Task 6.1. Legal Descriptions and Plats

Mark Thomas will utilize previously completed boundary survey for the City of Rancho Cordova at Chase Dr. & Coloma Ave. This existing boundary will be supplemented by additional boundary surveys conducted north along Chase Dr. to delineate the Right of way of Chase Dr. and the property lines of:

- APN 056-0230-009 (Folsom Cordova Unified School Dist.)
- APN 056-0230-008 (Folsom Cordova Unified School Dist.)
- APN 056-0230-018 (Cordova Rec./Park Dist.)
- APN 056-0230-017 (Cordova Rec./Park Dist.)

Existing monuments of record will be searched for and tied during the Topographic Survey task of this scope of work. Fee estimate includes up to two (2) preliminary title reports will be obtained by Mark Thomas, and are included as direct costs for this project.

Up to two (2) legal descriptions with 8-1/2" x 11" plats will be prepared and submitted for one technical City review and comments. The legal descriptions and plats will be stamped and signed after City approval by one of our licensed Land Surveyors.

Task 6.2. Appraisals and Acquisitions

Monument will provide appraisal and acquisition services for the parcels listed in Task 6.1. This includes appraisals, appraisal review, property negotiations and coordination, and escrow. While the property acquisitions are anticipated for dedication to the City, Caltrans Right of Way may want to see an appraisal and a waiver of compensation from the impacted owners

Task 6.3. Permissions to Enter and Construct

Mark Thomas will prepare Permission to Enter Letters on and behalf of the city and coordinate signatures as needed. This effort is anticipated for entry into Sacramento County Parks and for construction over the SASD force main easement.

Task 6.4. Utility Coordination

Mark Thomas will provide utility coordination services following Chapter 14 of the Local Assistance Procedures Manual. This scope assumes involvements with SASD, and the private facilities serving Cordova High School.

Task 6.4.1. Prepare Conflict Plans

Based on the 60% plans, Mark Thomas will prepare conflict mapping meeting Caltrans utility certification requirements.

Task 6.4.2. Utility Relocation Plan Coordination

Mark Thomas will coordinate relocation details that will be shown on the project plans with the affected utility owners. This effort includes two (2) site visits with the utility owners to coordinate the relocation plan designs. This scope assumes that relocation plans will be prepared by the affected Owners. If the relocations are limited to adjustments to grade, Mark Thomas will include these items on the project plans, which can be used as relocation plans for the utility certification process.

Task 6.4.3. Utility Certification Documents

Mark Thomas will prepare utility certification documentation (per Caltrans Local Assistance Procedures Manual, Chapter 14), which will ultimately yield all needed utility agreements such that the city can certify the project right of way. The

Consultant will coordinate relocation details that will be shown on the project plans. This effort includes two (2) site visits with the utility owners to coordinate the relocation plan designs. This scope assumes that relocation plans will be prepared by the affected Owners. If the relocations are limited to adjustments to grade, Mark Thomas will include these items on the project plans, which can be used as relocation plans for the utility certification process.

Task 6.5. Right of Way Certification

Monument and Mark Thomas will prepare the Right of Way Certification Form (LAPM Exhibit 13-B), provide required back up documentation, and coordinate with Caltrans right of way staff for approval.

TASK 6 DELIVERABLES

- Legal Descriptions and Plats (2) (PDF)
- Permission to Enter and Construct Letters (2) (PDF)
- Conflict Plans (11x17 PDF Sheets)
- Right of Way Appraisals
- Utility Certification Documents (ROI's, NTO's, UA's) (PDF)
- Right of Way Certification Form 13-B (PDF)

TASK 7. PERMITTING**Task 7.1. US Army Corps of Engineers Section 408 Screening Memo**

LSA will prepare a screening memo that will include the Checklist for *Categorical Permission (CP) 22 Trails, Roads, and Ramps* and exhibits of the project area. The memo will be used as the basis for engaging the U.S. Army Corps of Engineers (ACOE) Section 408 Unit in discussion. LSA will participate in 1 meeting with agency staff to discuss the need for a formal ACOE 408 CP submittal and the Central Valley Flood Protection Board (CVFPB) Encroachment Permit application. Based on the team's experience on the Soil Born Farms Project, it is anticipated that the ACOE will not require a CP and that the CVFPB will not require an encroachment permit; however, should the ACOE and CVFPB reviewers require the applications, the following optional tasks will be completed.

Task 7.2. US Army Corps of Engineers Section 408 Categorical Permission Request (Optional Task)

LSA will prepare the alteration request justification memorandum describing the project's compliance with the ACOE's 408 CP guidance. The justification memorandum will describe how the project will not conflict with the conditions (engineering and environmental) and disqualifying circumstances identified in the ACOE 2019 Final Programmatic Environmental Assessment and Finding of No Significant Impact for the Categorical Permission for Section 408 Requests, Sacramento District. LSA will also use the *Categorical Permission Alteration Checklist for CP 22 Trails, Roads, and Ramps*, prepared above, to support the CP application. LSA will respond to one set of comments from the City prior to submitting the CP package to the ACOE. The City will be responsible for any application package filing fees.

Task 7.3. Central Valley Flood Protection Board Encroachment Permit (Optional Task)

LSA will prepare the CVFPB Encroachment Permit Application for submittal to the CVFPB. The information contained in the CVFPB Encroachment Permit Application is largely consistent with the ACOE 408 CP application. LSA will respond to one set of comments from the City prior to submitting the encroachment permit application package to the CVFPB. The City will be responsible for any application package filing fees.

TASK 7 DELIVERABLES

- 408 Screening Memo
- ACOE 408 Categorical Permission (Optional) (PDF)
- CVFPB Encroachment Permit Application (Optional) (PDF)

TASK 8. FINAL DESIGN

Mark Thomas will prepare final design construction documents at 60%, 90%, 100% and final levels. The design will incorporate the preliminary engineering work prepared in Task 4. The Mark Thomas team will coordinate with the city's RC04 Street Rehabilitation, Cordova School Zones, Coloma Road Diet projects.

Task 8.1. 60% Plans and Estimate

Based on comments received on the 30% plans, Mark Thomas will prepare 60% plans and cost estimate. 60% plans will include civil plans, planting plans, irrigation plans, and lighting plans. The following sheets are anticipated:

Description	Scale	Sheet Count
Title Sheet	n/a	1
Project Control	n/a	1
Typical Cross Sections	n/a	2
Plan and Profile	1"=50'	2
Construction Details	Varies	8
Temporary Water Pollution Control Plans	1"=50'	4
Utilities and Drainage	1"=50'	4
Drainage Details	Varies	1
Signing and Striping	1"=50'	2
Trail Lighting	1"=50'	3
Planting and Irrigation	1"=20'	8
Total Sheets		36

Task 8.2. 90% PS&E

Mark Thomas will prepare 90% PS&E based on the City's comments on 60% submittal. The Engineer's Estimate will be updated using Caltrans BEES format. Draft Technical Specifications will be prepared using template provided by the City.

Task 8.3. General Cross-Sections

General cross-sections will be prepared in ACAD Civil 3D and plotted on 1"=10' scale sheets. The cross-sections can be used for the RE pending file and as supplemental information provided to the prospective bidders during advertisements. Slope stake notes are not included in this scope of work.

Task 8.4. 100% PS&E

Mark Thomas will update the PS&E based on comments on the 90% PS&E from the City.

Task 8.5. Irrigation and Planting PS&E

Mark Thomas Landscape Architects will prepare PS&E. Based on comments received on the 30% plans, LAUD will prepare 60% plans and cost estimate. 60% plans will include planting plans, irrigation plans, and site amenity layout plans (in AutoCAD, 20-scale). Planting plans will include tree, shrub, and groundcover locations, plant list, plant callouts and quantities, and associated details. Irrigation plans will include points of connection locations, mainline layout, irrigation equipment list, and associated details. Site amenity layout plan will include layout and details of decorative iron fence in front of Mills Middle School, collapsible bollards, cobble mulch/paving, and post and cable fence. Plans will be prepared at 20-scale using Autocad.

90% PS&E will be prepared based on the City's comments on 60% submittal. Irrigation plans will include irrigation head and lateral layout with pipe sizing. Final PS&E will be prepared to incorporate the City's comments on 90% submittal.

Task 8.6. RE Pending File

Mark Thomas will gather electronic versions of project information relevant to construction and provide it to the CM hired by the city. This would include design calculations, cross-sections, quantity back up, memos, right of way information, geotechnical information, environmental documents, and permits.

Task 8.7. Prepare Construction Authorization Documents

Mark Thomas will prepare the PS&E check list (Exhibit 12D), Engineers Estimate (Exhibit 12A), and the DBE Contract Goal (Exhibit 9D) to support the request for construction funding authorization. The city will prepare all other forms required for the authorization.

Task 8.8. Final PS&E

Mark Thomas will finalize and sign the PS&E package based on comments on the 100% PS&E. Final details regarding right of way acquisitions, utility relocations, and permit requirements will be incorporated into the PS&E.

TASK 8 DELIVERABLES

- 60% Plans and Estimate (PDF submittal)
- 90% Plans and Estimate (PDF)
- 90% Draft Technical Specifications (MS Word)
- 100% Plans and Estimate (PDF)
- 100% Draft Technical Specifications (MS Word)
- Signed Final PS&E (PDF)
- Draft Stormwater Pollution Prevention Plan (PDF)
- General Cross-Sections (Full Size PDF's; 10 Scale)
- RE Pending File (Various Electronic Versions)
- Construction Authorization Documents (MS Word and MS Excel)

TASK 9. BIDDING AND CONSTRUCTION SUPPORT**Task 9.1. Bidding Assistance**

Mark Thomas will provide bidding support during the bidding period. This includes assisting the city answering bidder questions, preparation of any bid addenda, and attending pre-bid meetings as needed.

Task 9.2. Construction Support

Mark Thomas will provide design support during construction. Since construction support is difficult to estimate at the proposal phase, construction support will be performed on a time and materials basis.

Task 9.3. Record Drawings

Mark Thomas will prepare record drawings at the request of the city, based on red lines provided by the contractor. Record Drawings shall be submitted to the city in PDF form.

TASK 9 DELIVERABLES

- Responses to Bidder's Questions as needed
- Responses to contractor RFI's as needed
- Record Drawings (PDF)

ASSUMPTIONS AND EXCLUSIONS

- Certified Arborist Report will be provided by the City
- If needed, tree planting to mitigate removal of trees shall be completed on-site and incorporated into the irrigation and planting plan prepared with this scope of work.
- Pathway lighting shall include the same decorative luminaires used at Chase/Coloma Plaza. As part of the project, the existing cobra head lights will be salvaged and delivered the Corp Yard.
- City will prepare social media content and postings.
- The City will waive the encroachment permit fee for geotechnical field investigations
- Traffic control for field surveys will consist of shoulder closures
- Hand augers will be backfilled in accordance with City Requirements.
- No 3D modeling is included.
- It is assumed that the planting design will be limited to trees and drought tolerant groundcover.
- New Irrigation systems proposed with the project will be within a self-contained system owned, operated and maintained by the City. Modification of existing systems (FCUSD irrigation) will be limited to reconfiguration only so that it remains operational in the post project condition.
- Detailed topographic surveys of existing irrigation systems are not included with this scope of work.
- Existing signage, street lighting and street furnishings other than noted above will be relocated by others.
- Hagan Park guard/entry will be coordinated to be relocated by County Parks.
- Trailhead improvements at the connection to the American River Bike trail within Hagan Park is not included.

EXHIBIT B

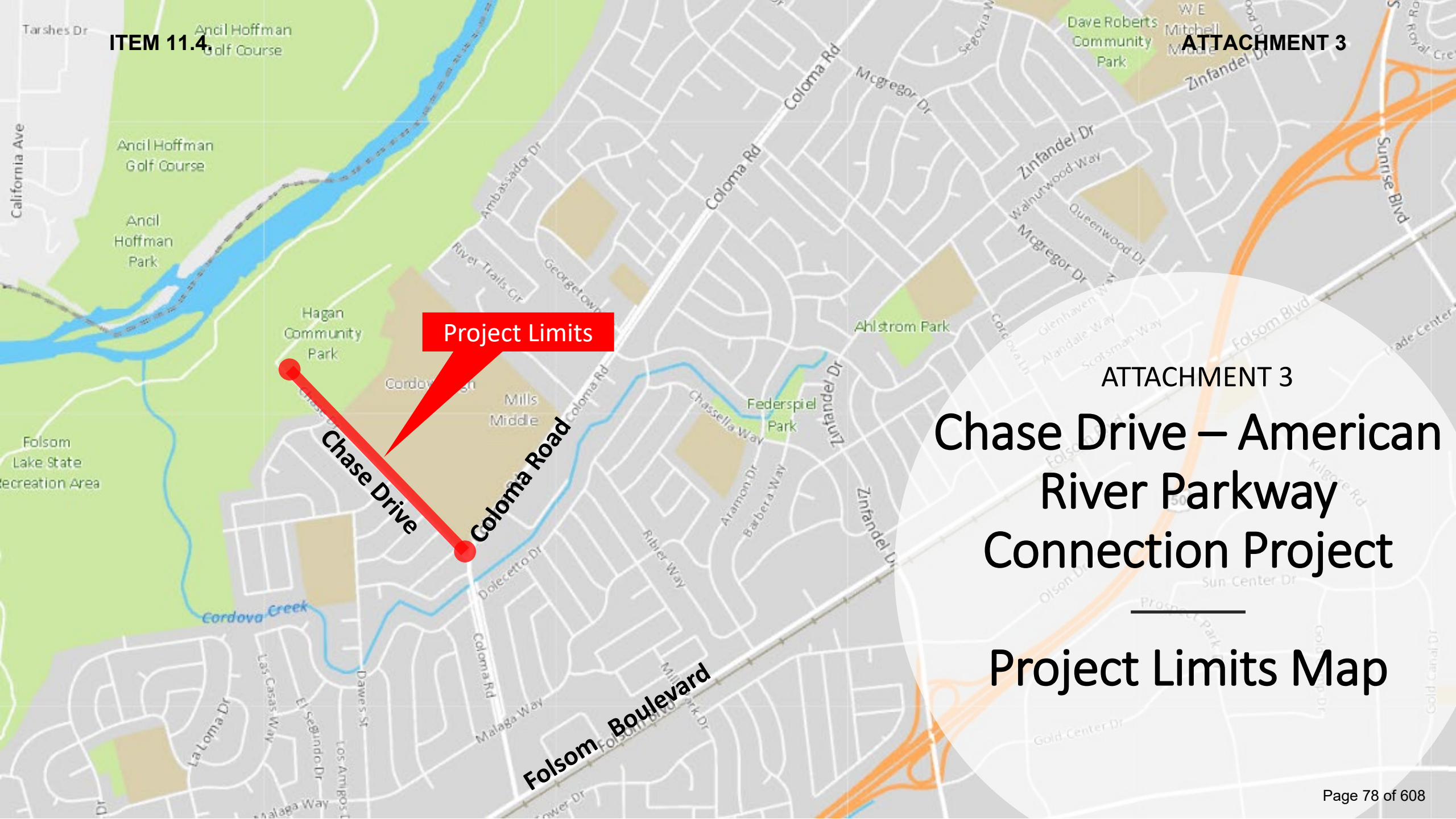
FEE PROPOSAL

COST PROPOSAL FOR PROJECT SCOPE: Rancho Cordova-American River Parkway Connection

MARK THOMAS																			Subconsultants				TOTAL COST
	Sr. Project Manager	Project Engineer	Design Engineer I	Technician	Survey Manager	Project Surveyor	Sr. Survey Technician	2 Person Field Crew	LAUD Division Manager	LAUD Project Manager	Landscape Architect	Landscape Designer I	Sr. Project Accountant	Sr. Project Coordinator	Sr. Graphic Designer	Graphic Designer	Total Hours	Total MT Cost	Crawford & Associates	LSA Associates	Monument	Y&C Transportation	
	\$270	\$173	\$121	\$105	\$215	\$180	\$135	\$295	\$260	\$216	\$162	\$103	\$165	\$154	\$165	\$143							
1.0 PROJECT MANAGEMENT																							
1.1 Project Management	48												10	20			78	\$17,690	-	2,109	-	-	\$19,799
1.2 Meetings	24									10		6					40	\$9,258	-	1,938	-	-	\$11,196
1.3 Stakeholder Coordination	8																8	\$2,160	-	-	-	-	\$2,160
1.4 Quality Assurance/Quality Control	4	16	32														52	\$7,720	-	-	-	-	\$7,720
Subtotal Phase 1	84	16	32	0	0	0	0	0	0	10	0	6	10	20	0	0	178	\$36,828	\$0	\$4,047	\$0	\$0	\$40,875
2.0 PUBLIC OUTREACH																							
2.1 Direct Mailers	2	4	8												16	3	33	\$5,269	-	-	-	-	\$5,269
2.2 Metroquest Survey	2															3	5	\$969	-	-	-	-	\$969
2.3 Public Open House	8	8	16												16	4	52	\$8,692	-	-	-	-	\$8,692
2.4 City Council Presentations	14	16													16		46	\$9,188	-	-	-	-	\$9,188
Subtotal Phase 2	26	28	24	0	0	0	0	0	0	0	0	0	0	0	48	10	136	\$24,118	\$0	\$0	\$0	\$0	\$24,118
3.0 SURVEYING & BASEMAPPING																							
3.1 Topographic Surveys		4	12		4	8	16	20						2			66	\$12,812	-	-	-	-	\$12,812
3.2 Existing Utility Mapping		8	8	60													76	\$8,652	-	-	-	-	\$8,652
Subtotal Phase 3	0	12	20	60	4	8	16	20	0	0	0	0	0	2	0	0	142	\$21,464	\$0	\$0	\$0	\$0	\$21,464
4.0 PRELIMINARY ENGINEERING																							
4.1 Geotechnical Design & Materials Report		4															4	\$692	8,600	-	-	-	\$9,292
4.2 Trail Alignment Study	1	8	72														81	\$10,366	-	-	-	-	\$10,366
4.3 Preliminary Planting & LID Concept Plan		8	16						2	16	4	32					78	\$11,240	-	-	-	-	\$11,240
4.4 Right of Way & Utility Impact Exhibit			4	20													24	\$3,112	-	-	-	-	\$3,112
4.5 30% Plans & Estimate	1	20	60														81	\$10,990	-	-	-	1,995	\$12,985
Subtotal Phase 4	2	44	168	0	0	0	0	0	2	16	4	32	0	0	0	0	268	\$36,400	\$8,600	\$0	\$0	\$1,995	\$46,995
5.0 ENVIRONMENTAL																							
5.1 Preliminary Environmental Study (PES) Form	1	4	8														13	\$1,930	-	5,031	-	-	\$6,961
5.2 NEPA Technical Studies																	0	\$0	-	-	-	-	\$0
5.2.1 Project Description	1	8															9	\$1,654	-	2,614	-	-	\$4,268
5.2.2 Biological Resources	1	7	7														15	\$2,328	-	5,846	-	-	\$8,174
5.2.3 Cultural Resources Screening Memorandum		8	8														16	\$2,352	-	2,350	-	-	\$4,702
5.2.5 Noise																	0	\$0	-	3,881	-	-	\$3,881
5.2.6 Section 4(F)		4	4														8	\$1,176	-	6,569	-	-	\$7,745
5.2.8 Construction Traffic Memorandum		6	3														9	\$1,401	-	-	-	-	\$1,401
5.3 CEQA Clearance																	0	\$0	-	2,395	-	-	\$2,395
Subtotal Phase 5	3	37	30	0	0	0	0	0	0	0	0	0	0	0	0	0	70	\$10,841	\$0	\$28,686	\$0	\$0	\$39,527
6.0 RIGHT OF WAY																							
6.1 Legal Descriptions & Plats	1	8	8		4	20	32										73	\$11,402	-	-	-	-	\$11,402
6.2 Appraisals & Acquisitions	8	24	24														56	\$9,216	-	-	19,000	-	\$28,216
6.3 Permissions to Enter & Construct	1	8															9	\$1,654	-	-	-	-	\$1,654
6.4 Utility Coordination																	0	\$0	-	-	-	-	\$0
6.4.1 Prepare Conflict Plans		16	32														48	\$6,640	-	-	-	-	\$6,640
6.4.2 Utility Relocation Plan Coordination		16	24														40	\$5,672	-	-	-	-	\$5,672
6.4.3 Utility Certification Documents		8	24														32	\$4,288	-	-	-	-	\$4,288
6.5 Right of Way Certification		4	8														12	\$1,660	-	-	-	-	\$1,660
Subtotal Phase 6	10	84	120	0	4	20	32	0	0	0	0	0	0	0	0	0	270	\$40,532	\$0	\$0	\$19,000	\$0	\$59,532
7.0 PERMITTING																							
7.1 US Army Corps of Engineers Section 408 Screening Memo	2	4	4														10	\$1,716	-	3,341	-	-	\$5,057
Subtotal Phase 7	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	10	\$1,716	\$0	\$3,341	\$0	\$0	\$5,057
8.0 FINAL DESIGN																							
8.1 60% Plans & Estimate		60	220	40													320	\$41,200	-	-	-	3,965	\$45,165
8.2 90% PS&E		40	80	40													160	\$20,800	-	-	-	3,965	\$24,765
8.3 General Cross-Sections		8	20	20													48	\$5,904	-	-	-	-	\$5,904
8.4 100% PS&E		24	60														84	\$11,412	-	-	-	1,500	\$12,912
8.5 Irrigation and Planting PS&E									2	42	96	174					314	\$43,066	-	-	-	-	\$43,066
8.6 RE Pending File		2	8														10	\$1,314	-	-	-	-	\$1,314
8.7 Prepare Construction Authorization Documents		8	8														16	\$2,352	-	-	-	-	\$2,352
8.8 Final PS&E		8	16														24	\$3,320	-	-	-	505	\$3,825
Subtotal Phase 8	0	150	412	100	0	0	0	0	2	42	96	174	0	0	0	0	976	\$129,368	\$0	\$0	\$0	\$9,935	\$139,303
9.0 BIDDING & CONSTRUCTION SUPPORT																							
9.1 Bidding Assistance	2	8	16							2	6	4					38	\$5,676	-	-	-	210	\$5,886
9.2 Construction Support	2	8	32							2	6	4					54	\$7,612	-	-	-	940	\$8,552
9.3 Record Drawings			2	4													6	\$662	-	-	-	340	\$1,002
Subtotal Phase 9	4	16	50	4	0	0	0	0	0	4	12	8	0	0	0	0	98	\$13,950	\$0	\$0	\$0	\$1,490	\$15,440
TOTAL HOURS	131	391	860	164	8	28	48	20	4	72	112	220	10	22	48	10	2148						
OTHER DIRECT COSTS																		\$2,000	\$2,006	\$1,221	\$1,000	\$0	\$6,227
TOTAL COST	\$35,370	\$67,643	\$104,060	\$17,220	\$1,720	\$5,040	\$6,480	\$5,900	\$1,040	\$15,552	\$18,144	\$22,660	\$1,650	\$3,388	\$7,920	\$1,430		\$317,217	\$10,606	\$37,295	\$20,000	\$13,500	\$398,618
OPTIONAL TASKS																							
5.2.4 Cultural Resources (HPSR/ASR)	4	8	8														20	\$3,432	-	15,792	-	-	\$19,224
5.2.7 Visual Impacts	2	4	4												4		14	\$2,376	-	5,949	-	-	\$8,325
5.2.9 Phase 1 Initial Site Assessment	2	6	3														11	\$1,941	7,829	-	-	-	\$9,770
US Army Corps of Engineers Section 408 Categorical Permission Request	2	8	20														30	\$4,344	-	1,418	-	-	\$5,762
Central Valley Flood Protection Board Encroachment Permit	2	8	20														30	\$4,344	-	1,418	-	-	\$5,762
Subtotal Optional Tasks	12	34	55	0	0	0	0	0	0	0	0	0	0	0	4	0	105	\$16,437	\$7,829	\$24,577	\$0	\$0	\$48,843
TOTAL HOURS - OPTIONAL	12	34	55	0	0	0	0	0	0	0	0	0	0	0	4	0	105						
OTHER DIRECT COSTS - OPTIONAL																		\$0	\$0	\$0	\$0	\$0	\$0
TOTAL COST - OPTIONAL	\$3,240	\$5,882	\$6,655	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$660	\$0		\$16,437	\$7,829	\$24,577	\$0	\$0	\$48,843

ITEM 11.4

ATTACHMENT 3



Project Limits

Chase Drive

Coloma Road

ATTACHMENT 3

Chase Drive – American River Parkway Connection Project

Project Limits Map

MEMORANDUM



ITEM 11.5.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **A RESOLUTION REJECTING ALL BIDS FOR THE INTERNATIONAL DRIVE SURFACE TREATMENT PROJECT AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ADVERTISE AND RE-BID THE PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution would reject all bids received for the International Drive Surface Treatment Project and authorize the Public Works Director to advertise and re-bid the project.

BACKGROUND

The Public Works Department released a Request for Bids document for the International Drive Surface Treatment Project on October 22, 2021. Four companies submitted bid documents at a public bid opening on November 17, 2021. Staff recommends the rejection of all bids to revise the specifications to add additional services that include the striping application. Staff will revise the specifications and special provisions to clarify project scope and re-issue the bid document in anticipation of better participation from contractors.

FISCAL IMPACT AND FUNDING SOURCE

The Resolution has no fiscal impact.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REJECTING ALL BIDS FOR INTERNATIONAL DRIVE SURFACE TREATMENT PROJECT AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO ADVERTISE AND RE-BID THE PROJECT

WHEREAS, on October 22, 2021, the Public Works Department released a Request for Bids for the International Drive Surface Treatment Project; and

WHEREAS, four bids were publicly opened at City Hall on November 17, 2021; and

WHEREAS, revision of the specifications is needed to add additional services that include the striping application; and

WHEREAS, this resolution will reject all bids for the International Drive Surface Treatment Project; and

WHEREAS, will authorize the Public Works Director to revise the specifications and special provisions to add additional striping applications and re-bid the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does reject all bids for the International Drive Surface Treatment Project and authorizes the Public Works Director to advertise and re-bid the project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 11.6.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2021-67-1 WITH SIERRA ASPHALT, INC. TO INCREASE THE CONTRACT AMOUNT FROM \$169,850 TO AN AMOUNT NOT TO EXCEED \$195,760 FOR CONTINUED PAVEMENT MAINTENANCE SERVICES IN STONE CREEK NEIGHBORHOOD**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute Contract Amendment 2021-67-1, with Sierra Asphalt, Inc. to increase the contract amount from \$169,850 to an amount not to exceed \$195,760 for continued pavement maintenance services in Stone Creek.

BACKGROUND

The City executed Contract No. 2021-67 with Sierra Asphalt, Inc. on July 1, 2021, in the amount of \$169,850. The scope of services includes pavement base repair, grind, and replace pavement, asphalt concrete overlays, leveling courses, crack seals, and pothole patching.

The contract amendment is necessary to complete additional crack sealing that was not included in the original scope of service.

FISCAL IMPACT AND FUNDING SOURCE

This contract amendment is funded through Measure A maintenance funds and does not impact the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2021-67-01

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2021-67-1 WITH SIERRA ASPHALT INC. TO INCREASE THE CONTRACT AMOUNT FROM \$169,850 TO AN AMOUNT NOT TO EXCEED \$195,760 FOR CONTINUED PAVEMENT MAINTENANCE SERVICES IN STONE CREEK NEIGHBORHOOD

WHEREAS, the parties entered into a Construction Services Agreement ("CSA") dated July 1, 2021 (Contract 2021-67) for the purpose of providing pavement maintenance services; and

WHEREAS, the scope of roadway repairs completed under this contract will exceed the projections in the original contract; and

WHEREAS, this amendment is necessary to complete additional crack sealing services in Stone Creek; and

WHEREAS, adoption of this resolution will authorize the City Manager to execute Contract Amendment No. 2021-67-1 with Sierra Asphalt, Inc.; and

WHEREAS, the amendment will increase the contract total from \$169,850 to an amount not to exceed \$195,760; and

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

WHEREAS, the funding for the contract amendment will be Measure A maintenance funds and does not impact 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 Amendment No. 2021-67-1 with Sierra Asphalt, Inc. to increase the contract amount from \$169,850 to an amount not to exceed \$195,760 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on 20th day of December 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

ITEM 11.6.

ATTACHMENT 1

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

**FIRST AMENDMENT TO THE CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND SIERRA ASPHALT INC.**

This First Amendment to the Construction Services Agreement ("Amendment") is made by and between the City of Rancho Cordova ("City") and Sierra Asphalt Inc. ("Contractor") as of October 1, 2021. City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Construction Services Agreement ("CSA") dated July 1, 2021, for on-call pavement maintenance services; and

WHEREAS, this Amendment will increase the contract total from \$169,850 to \$195,760; and

WHEREAS, the Parties agree that changes to the contract total provided for in the CSA are necessary in order for the City to continue receiving services by Contractor.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 4 of the CSA, "Payment," provides for the City to pay the Contractor One Hundred Sixty-Nine Thousand Eight Hundred and Fifty Dollars (\$169,850). The Parties agree to amend Section 4 of the CSA in order to increase the compensation amount to pay the Contractor for additional services. Section 4 of the CSA is amended to read as follows:

"PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: Sierra Asphalt, Inc. (\$195,760). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials."

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

ITEM 11.6.

**ATTACHMENT 2
Contract No. 2021-67-1**

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

CITY OF RANCHO CORDOVA

CONTRACTOR

Cyrus Abhar, City Manager

Tim Carver, Vice President/Secretary

Date:_____

Date:_____

Attest:

Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date:_____

MEMORANDUM



ITEM 11.7.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF STONE CREEK VILLAGE, SUBDIVISION NO. FM-2021-003-00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2021-332 WITH ELLIOTT ASHTON PLACE, LLC.**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2021-332, Attachment 2, guaranteeing the construction of public facilities and utilities with Elliott Ashton Place, LLC and the recording of the final subdivision map for Stone Creek Village, creating four commercial lots and two residentially zoned lots located south of Bear Hollow Drive and west of Zinfandel Drive.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Tentative Parcel Map and Tentative Subdivision Map on October 18, 2021. A copy of the final map, Attachment 3, and copy of the vicinity map, Attachment 4, are included with this letter.

Roads are not offered for dedication with this subdivision. Elliott Ashton Place, LLC has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Morton & Pitalo, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Youngdahl Consulting Group, Inc. dated August 26, 2021.

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

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Resolution
2. Subdivision Improvement Agreement
3. Final Map - Stone Creek Village
4. Vicinity Map - Stone Creek Village

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF STONE CREEK VILLAGE SUBDIVISION NO. FM-2021-003-00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2021-332 WITH ELLIOTT ASHTON PLACE, LLC.

WHEREAS, the City Council approved the Tentative Parcel Map and Tentative Subdivision Map on October 18, 2021 per Resolution No. 161-2021; and

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of Stone Creek Village Subdivision No. FM-2021-003-00 and does authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2021-332 with Elliott Ashton Place, LLC, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

CONTRACT NO. 2021-332

SUBDIVISION IMPROVEMENT AGREEMENT**STONE CREEK VILLAGE
SUBDIVISION NO. FM-2021-003-00**

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

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Stone Creek Village, Subdivision No. FM-2021-003-00** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

CONTRACT NO. 2021-332

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

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

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

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

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

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

CONTRACT NO. 2021-332

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

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

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of \$427,768.55 (Four Hundred Twenty-Seven Thousand Seven Hundred Sixty-Eight Dollars and Fifty-Five Cents. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

CONTRACT NO. 2021-332

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

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

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

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

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

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

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

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

CONTRACT NO. 2021-332

reasonably capable of being made certain.

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWING

CONTRACT NO. 2021-332

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

Elliott Ashton Place, LLC.
California Limited Liability Company

Cyrus Abhar, City Manager



Stephen Hemington, Executive Vice President

Date: _____

Date: 11/30/21

ATTEST:

Stacy Leitner, CMC, City Clerk

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 November 30, 2021 before me, Stephen Hemington,
Date Here Insert Name and Title of the Officer
 personally appeared Sheri Hassell, Notary Public
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Improvement Agmt (Stone Creek VII FM 2021-003-00, Contract #2021-332) Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephen Hemington
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Elliott Ashton Place, LLC,
a California limited liability company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

FINAL MAP OF
STONE CREEK VILLAGE
SUBDIVISION NO. FM-2021-003-00
LOT 2 AS SHOWN ON FINAL MAP NO. 95-0533.7
ENTITLED "VILLAGES OF ZINFANDEL UNIT NO. 9"
FILED AUGUST 6, 2003 IN BOOK 317 OF MAPS, PAGE 7,
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
DECEMBER 2021
MORTON & PITALO, INC.
SHEET 1 OF 2 SHEETS

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

ELLIOTT ASHTON PLACE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature]
HARRY C. ELLIOTT II
PRINT NAME
PRESIDENT
PRINT TITLE
DATED 11.22.2021

CITY ENGINEER'S STATEMENT

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

DATED _____

ALBERT STRICKER, CITY ENGINEER
R.C.E. 64057
EXP. DATE: 9/30/2022

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ELLIOTT ASHTON PLACE, LLC, IN MARCH, 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE NOVEMBER 30, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED 11/19/2021

[Signature]
MICHAEL J. CHIARA
P.L.S. 9058
EXP. DATE: 9/30/23



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED _____

CYRUS E. ABHAR, LAND SURVEYOR
P.L.S. 7723
EXP. DATE: 12/31/2023

NOTARY'S STATEMENT

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 Nov 22, 2021, BEFORE ME, Sheri Hassell, A NOTARY PUBLIC PERSONALLY APPEARED Harry C. Elliott, III 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/IT/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]

NOTARY PUBLIC, STATE OF California
PRINT NAME Sheri Hassell

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY
MY COMMISSION NO. 2303284
MY COMMISSION EXPIRES Sept. 24, 2023

CITY CLERK'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP.

DATED _____

CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 2021 AT ____ M. IN BOOK ____ OF MAPS, AT PAGE ____ AT THE REQUEST OF MORTON & PITALO, INC, TITLE TO THE LAND BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

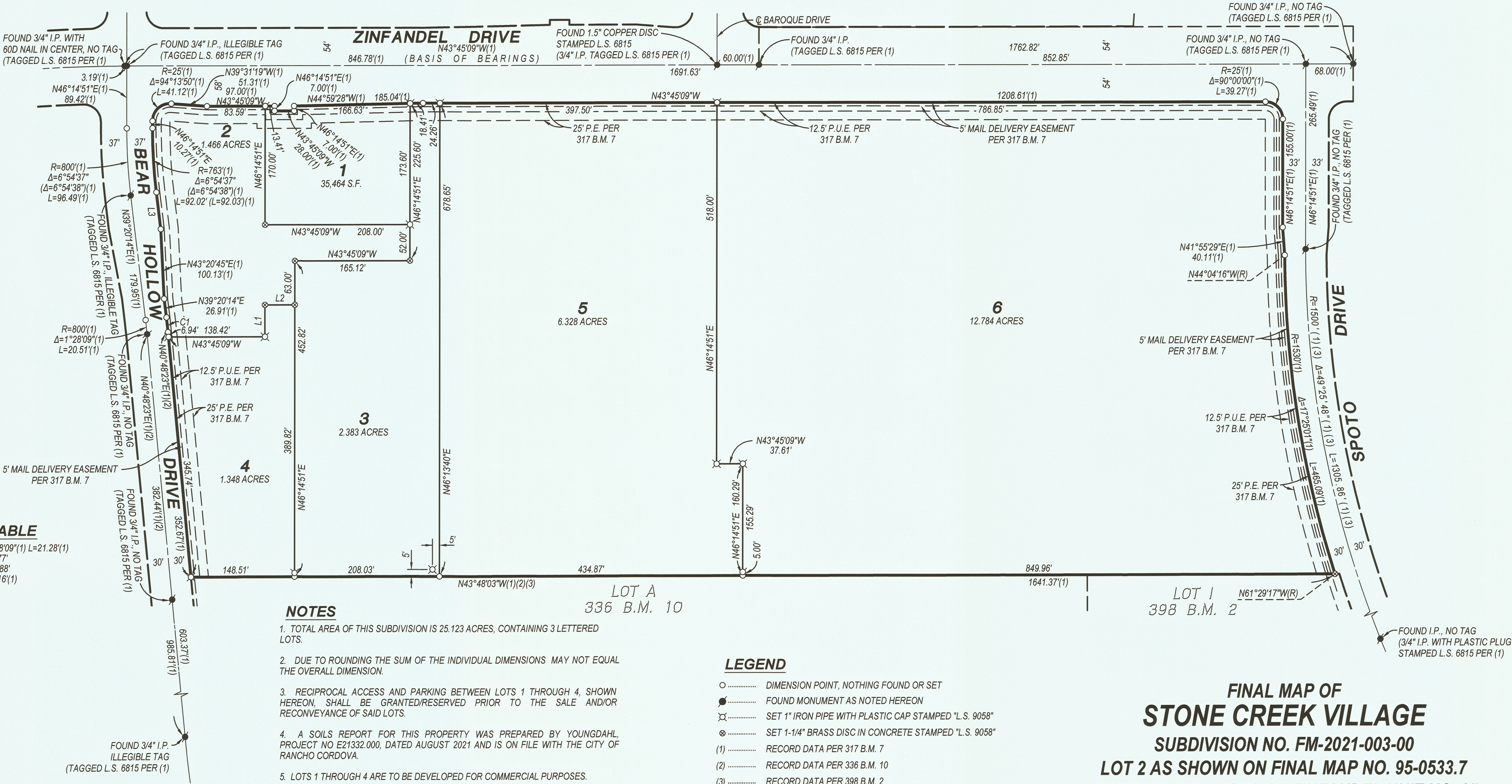
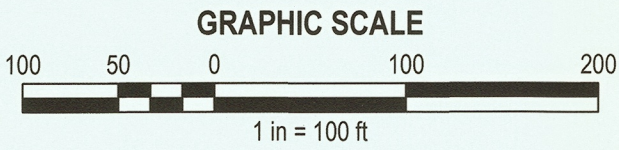
FILE NO. _____
FEE \$ _____

DONNA ALLRED
SACRAMENTO COUNTY RECORDER

BY _____
DEPUTY

BASIS OF BEARINGS

THE BASIS OF BEARINGS OF THIS SURVEY IS THE CENTERLINE OF ZINFANDEL DRIVE, AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED, "VILLAGES OF ZINFANDEL UNIT NO. 9 FILED IN BOOK 317 OF MAPS, PAGE 7, SACRAMENTO COUNTY RECORDS, AND WAS ESTABLISHED BY FOUND MONUMENTS SHOWN HEREON.



COURSE TABLE

C1.....R=830'(1) Δ=1°28'09"(1) L=21.28'(1)
L1.....N46°14'51"E 45.77'
L2.....N43°45'09"W 42.88'
L3.....N39°20'14"E 53.16'(1)

NOTES

- 1. TOTAL AREA OF THIS SUBDIVISION IS 25.123 ACRES, CONTAINING 3 LETTERED LOTS.
- 2. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- 3. RECIPROCAL ACCESS AND PARKING BETWEEN LOTS 1 THROUGH 4, SHOWN HEREON, SHALL BE GRANTED/RESERVED PRIOR TO THE SALE AND/OR RECONVEYANCE OF SAID LOTS.
- 4. A SOILS REPORT FOR THIS PROPERTY WAS PREPARED BY YOUNGDAHL, PROJECT NO E21332.000, DATED AUGUST 2021 AND IS ON FILE WITH THE CITY OF RANCHO CORDOVA.
- 5. LOTS 1 THROUGH 4 ARE TO BE DEVELOPED FOR COMMERCIAL PURPOSES.
- 6. LOT 5 IS TO BE DEVELOPED FOR MULTI-FAMILY RESIDENTIAL PURPOSES.
- 7. LOT 6 IS TO BE RE-SUBDIVIDED BY A FUTURE FINAL MAP FOR SINGLE FAMILY RESIDENTIAL PURPOSES.

LEGEND

- DIMENSION POINT; NOTHING FOUND OR SET
- FOUND MONUMENT AS NOTED HEREON
- ⊗ SET 1" IRON PIPE WITH PLASTIC CAP STAMPED "L.S. 9058"
- ⊗ SET 1-1/4" BRASS DISC IN CONCRETE STAMPED "L.S. 9058"
- (1) RECORD DATA PER 317 B.M. 7
- (2) RECORD DATA PER 336 B.M. 10
- (3) RECORD DATA PER 398 B.M. 2
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT

FINAL MAP OF
STONE CREEK VILLAGE
SUBDIVISION NO. FM-2021-003-00
LOT 2 AS SHOWN ON FINAL MAP NO. 95-0533.7
ENTITLED "VILLAGES OF ZINFANDEL UNIT NO. 9"
FILED AUGUST 6, 2003 IN BOOK 317 OF MAPS, PAGE 7,
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
DECEMBER 2021 SCALE: 1"=100'
MORTON & PITALO, INC.
SHEET 2 OF 2 SHEETS

ITEM 11.7.



FINAL MAP OF STONE CREEK VILLAGE

ATTACHMENT 4



MEMORANDUM



ITEM 11.8.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Maria Kniestedt, Communications and Public Affairs Director
Ashley Downton, Senior Communications Officer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT NO. 2021-333 WITH ART OF MARKETING DESIGN STUDIO FOR CONSULTING SERVICES FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2024**

RECOMMENDATION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2021-333 with Art of Marketing Design Studio for design, photography, printing and mailing services from January 1, 2022 through December 31, 2024.

RESULT OF RECOMMENDED ACTION

Adopt the Resolution.

BACKGROUND

The City of Rancho Cordova has a Strategic Communications Plan that serves as a road map for communications efforts that strategically support the citywide goals, as well as Council's priority issues. This plan details the many ways the City communicates with residents, businesses and other stakeholders, including graphic design and printed materials.

Since 2012, the Communications Division has been partnering with Rancho Cordova-based Art of Marketing Design Studio to enhance its capabilities through graphic design, photography, printing coordination, and mailing coordination. Art of Marketing Design Studio has over 30 years of experience providing award-winning design and printing services, has been located in Rancho Cordova since 1994, and resided in Rancho Cordova since 2006.

The Communications Division will continue its long-standing partnership with Art of Marketing Design Studio through this agreement.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this contract will be provided through the City's General Fund.

ATTACHMENT(S)

1. Resolution

2. Contract No. 2021-333 with Art of Marketing

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT NO. 2021-333 WITH ART OF MARKETING DESIGN STUDIO FOR CONSULTING SERVICES FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

WHEREAS, the City of Rancho Cordova wishes to contract with Art of Marketing Design Studio for consulting services from January 1, 2022 through December 31, 2024; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2021-333 with Art of Marketing Design Studio, Consultant, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
ART OF MARKETING DESIGN STUDIO**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Art of Marketing Design Studio, a design, photography, and printing/mailing coordination firm ("Professional") as of January 1, 2022.

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 December 31, 2024. 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 \$150,000 each calendar year, 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 A, 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.

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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 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 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

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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 A.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit A, and shall not exceed zero dollars (\$0). Expenses not listed in Exhibit A 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 Commercial General and Automobile Liability Insurance.

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 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.

4.4 **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.

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- 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.

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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 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.

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

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Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means 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 the California Public Employees Retirement System (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 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

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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 90 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.

Last Revised June 2021

- 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.

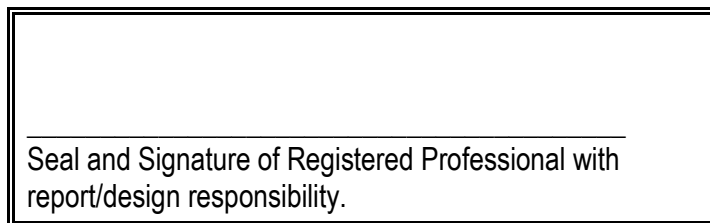
- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Maria Chacon Kniestedt ("Contract Administrator"). 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:
Doug Rietz
Art of Marketing Design Studio
4372 Binchy Way
Rancho Cordova, CA 95655
Email Address (for Insurance Update Requests)
doug@artofmarketing.com

Any written notice to City shall be sent to:

Last Revised June 2021

Maria Chacon Kniestedt
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
mkniestedt@cityofranhocordova.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 A, 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.

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

Cyrus Abhar, City Manager

Doug Rietz, President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION SCHEDULE

Art of Marketing Design Studio has over 30 years of experience providing award-winning design and printing services. We have been located in Rancho Cordova since 1994, resided in Rancho Cordova since 2006 and worked with the City of Rancho Cordova since 2012.

Graphic Design

Art of Marketing will be directed by city staff on an as needed basis to provide graphic design services for products such as brochures, postcards, flyers, advertisements, signs and more.

Hourly rate: \$100/hr.

Photography

Art of Marketing will be directed by city staff on an as needed basis to provide photography and post-production services for various needs, including portraits, events, scenery, community, and more.

Hourly rate: \$125/hr.

Printing Coordination

On the city's behalf, Art of Marketing will shop printing projects around and obtain a minimum of two quotes for each specific project to ensure the best value. Art of Marketing will be directed by city staff on an as needed basis. Art of Marketing researches and determines the best vendors for the project based off of the scope of work, timelines and overall value for the city. Preference is given to Rancho Cordova vendors, but Art of Marketing also has the capability to produce products from outside the local area when the project requires it.

Printing coordination services include:

- Offset Printing (spot color and process color)
- Digital Printing (short run, variable data and print on demand)
- Large Format Printing (signs, posters, banners, tradeshow exhibits, etc.)
- Ad Specialties (mugs, t-shirts, pens, etc.)

Mailing Coordination

On the city's behalf, Art of Marketing will shop mailing projects around and obtain a minimum of two quotes for each specific project to ensure the best value. Art of Marketing will be directed by city staff on an as needed basis. Art of Marketing researches and determines the best vendors for the project based off of the scope of work, timelines and overall value for the city. Preference is given to Rancho Cordova vendors, but Art of Marketing also has the capability to produce products from outside the local area when the project requires it.

4372 Binchy Way
Rancho Cordova, CA 95655
o: 916.852.5933
c: 916.804.1492

MEMORANDUM



ITEM 11.9.

DATE: December 20, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Ben Chan, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONSTRUCTION CONTRACT NO. 2021-326 IN AN AMOUNT NOT TO EXCEED \$4,426,863.07 WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. TO CONSTRUCT PHASE 2 OF CORDOVA VINEYARDS NEIGHBORHOOD STREET REHABILITATION PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Construction Contract No. 2021-326 in an amount not to exceed \$4,426,863.07 with Central Valley Engineering & Asphalt, Inc. to construct Phase 2 of Cordova Vineyards Neighborhood Street Rehabilitation Project.

BACKGROUND

In August of 2019 and October of 2019, City staff presented the Five-Year Pavement Rehabilitation Plan to Council. This Neighborhood Street Rehabilitation Project includes Cordova Vineyards and a portion of the Cordova Lane neighborhood as the first residential area to rehabilitate the neighborhood streets. The project area is located in the neighborhood bordered by Coloma Road, Cordova Lane, Folsom Blvd, and Zinfandel Drive ([Attachment 2](#) project map).

Phase 2 of Cordova Vineyards Neighborhood Street Rehabilitation Project includes an overlay of existing pavement to improve the road surfaces, sidewalk repairs and curb ramp upgrades to achieve compliance with the Americans with Disabilities Act, storm drain upgrades to improve flood protection, and other incidental work as required. The project will improve the aesthetics and safety in the neighborhood, and also improve traffic conditions for motorists, pedestrians and bicyclists.

The contract award is based on the lowest combined total amount of the base bid plus alternate one (1) bid.

Bids for this work were solicited on the City's Website, CIPList.com and the Sacramento, Placer and El Dorado County Builders Exchanges on October 4th, 2021. Bids for the project were publicly opened on Tuesday, October 26th, 2021. A total of eight bids were received and the lowest responsible base bid was \$4,295,282.82.

Staff also recommends accepting Bid Alternative 1 for \$131,580.25 to expand the project limits to include more streets in this project. The total base bid plus the Bid Alternate 1 is \$4,426,863.07.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this project will consist of Community Enhancement Funds, Gas Tax, Road Maintenance and Rehabilitation Fund, Measure A Maintenance Fund, Supplemental Transportation, Stormwater Enterprise Fund and Capital Infrastructure Fund.

This project is included in the City's current approved Capital Improvement Plan and in the 2021/22 budget.

ATTACHMENT(S)

1. Resolution
2. Project Map
3. Central Valley Bid Packet
4. Bid Summary
5. Construction Agreement with Central Valley

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONSTRUCTION CONTRACT NO. 2021-326 IN AN AMOUNT NOT TO EXCEED \$4,426,863.07 WITH CENTRAL VALLEY ENGINEERING & ASPHALT, INC. TO CONSTRUCT PHASE 2 OF CORDOVA VINEYARDS NEIGHBORHOOD STREET REHABILITATION PROJECT

WHEREAS, the City solicited bids for Phase 2 of Cordova Vineyards Neighborhood Street Rehabilitation Project under the requirements of state and local law and publicly opened bids on October 4, 2021; and

WHEREAS, the lowest responsible bidder was Central Valley Engineering & Asphalt, Inc.; and

WHEREAS, adoption of this resolution will award construction Contract No. 2021-326 to Central Valley Engineering & Asphalt, Inc., in an amount not to exceed \$4,426,863.07 for Phase 2 of Cordova Vineyards Neighborhood Street Rehabilitation Project; and

WHEREAS, funding for this project consists of Community Enhancement Funds, Gas Tax, Road Maintenance and Rehabilitation Fund, Measure A Maintenance Fund, Supplemental Transportation, Stormwater Enterprise Fund and Capital Infrastructure Fund. There is no impact to the City's General Fund; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act (CEQA) at the time the City approved its five year Capital Improvement Program, and it has been determined to be exempt from further review pursuant to CEQA Regulation 15301(l) regarding repairs, maintenance, or minor alterations to "existing facilities," so long as the project only involves negligible or no expansion beyond the current facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager To Execute Construction Contract No. 2021-326 in an amount not to exceed \$4,426,863.07 with Central Valley Engineering & Asphalt, Inc., to construct Phase 2 of Cordova Vineyards Neighborhood Street Rehabilitation Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 11.9.

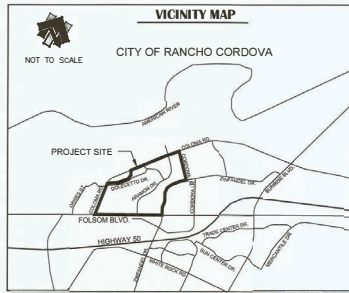
ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

CITY OF RANCHO CORDOVA, CALIFORNIA
PUBLIC WORKS DEPARTMENT
PROJECT PLANS FOR:
2020 NEIGHBORHOOD STREET REHABILITATION PROJECT - RC02 PHASE 2
R.E.Y. PROJECT No. 7181.001 / CITY PROJECT No. CP22-2231

**GENERAL NOTES:****BASIS OF COORDINATES AND ELEVATIONS:**

THE COORDINATES SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 2, (2010.00). SAID COORDINATES ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING CONTINUOUSLY OPERATING REFERENCE STATION (CORS):

STATION	NORTHING	EASTING	ELEVATION
SACRAMENTO COOP CORS ARP (PID D48725, CORS ID SACR)	2001011.35	6748077.48	124.44

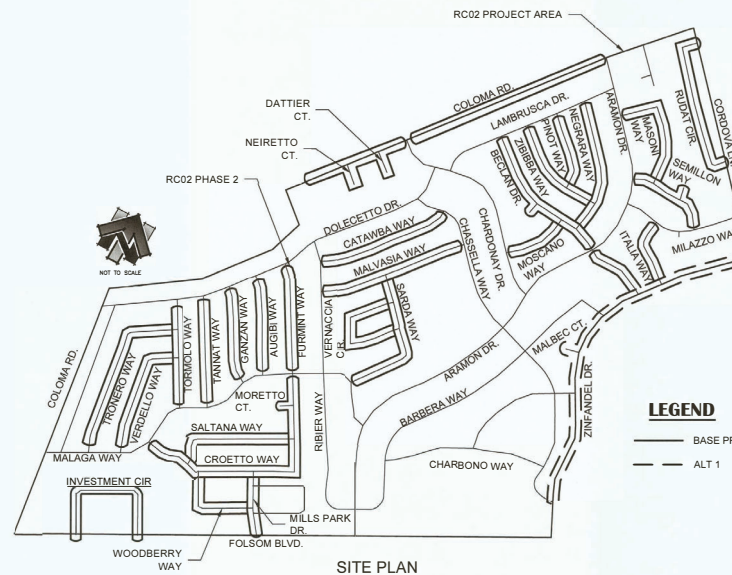
ELEVATIONS ARE BASED ON NAVD88 (GEOID18)

GEOTECHNICAL REPORT:

TITLE: RC02 NEIGHBORHOOD STREET PAVEMENT ENGINEERING REPORT
DATE: FEBRUARY 5, 2021
PREPARED BY: SIERRA GEOTECH

OWNER OF RECORD:

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DRIVE
RANCHO CORDOVA, CA 95670
(916) 851-6710



SITE PLAN

LEGEND

— BASE PROJECT
— ALT 1

RECORD DRAWING CERTIFICATE:

THIS SET OF PLANS, HAVING BEEN REVIEWED BY ME, REFLECT ALL APPROVED REVISIONS TO THE PROJECT KNOWN TO ME, AND ALL FIELD DEVIATIONS TO THE PLANNED IMPROVEMENTS BY THE CONSTRUCTION CONTRACTOR, AS REPORTED TO ME AS OF VERIFICATION OF PLANNED IMPROVEMENTS BY ME.

JAMES W. FISHER, P.E. DATE

RESIDENT ENGINEER DATE

GENERAL NOTES

CONTRACTOR RESPONSIBILITIES: CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY OF RANCHO CORDOVA AND THE DESIGN CONSULTANT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OF RANCHO CORDOVA OR THE DESIGN CONSULTANT.

SHEET INDEX

- C01 - TITLE SHEET
- C02 - GENERAL NOTES & LEGEND
- C03 - TYPICAL SECTIONS
- C04 - TYPICAL SECTIONS
- C05 - DETAILS
- C06 - DETAILS
- C07 - DETAILS
- C08 - SHEET INDEX
- C09 - P & S PLAN - TRONERO WY & VERDELLO WY
- C10 - P & S PLAN - TORMOLO WY, TANNAT WY, GANZAN WY, & AUGIBI WY
- C11 - P & S PLAN - FURMINT WY & MORETTO CT
- C12 - P & S PLAN - SALTANA WY & CROETTO WY
- C13 - P & S PLAN - WOODBERRY WY & MILLS PARK DR
- C14 - P & S PLAN - INVESTMENT CIR
- C15 - P & S PLAN - CATAWBA WY & MALVASIA WY
- C16 - P & S PLAN - SARDIA WY & VERNACCIA CIR
- C17 - P & S PLAN - BECLAN DR & MOMOLO CT
- C18 - P & S PLAN - PINOT WY & MOSCANO WY
- C19 - P & S PLAN - ZIBIBBA WY & NEGRARA WY
- C20 - P & S PLAN - MASONI WY, BIANCA CT, & RUDAT CIR
- C21 - P & S PLAN - SEMILLON WY, TUSCANO CT, & ITALIA WY
- C22 - P & S PLAN - COLOMA RD, NW FRONTAGE, NEIRETTO CT & DATTIER CT
- C23 - P & S PLAN - ALT 1 ZINFANDEL DR & MALBEC CT
- C24 - P & S PLAN - ALT 1 ZINFANDEL DR
- C25 - CURB RAMP & DRAINAGE PLAN - TORMOLO WAY
- C26 - CURB RAMP & DRAINAGE PLAN - CROETTO & FURMINT WAY
- C27 - CURB RAMP & DRAINAGE PLAN - INVESTMENT CIR & MILLS PARK DR
- C28 - CURB RAMP & DRAINAGE PLAN - BECLAN DR & ITALIA WAY
- C29 - CURB RAMP & DRAINAGE PLAN - ZIBIBBA & SARDIA WAY
- C30 - CURB RAMP & DRAINAGE PLAN - SEMILLON & MASONI WAY
- C31 - CURB RAMP & DRAINAGE PLAN - RUDAT CIR

APPROVED BY SACRAMENTO AREA SEWER DISTRICT

SASD REPRESENTATIVE DATE

APPROVED BY CITY OF RANCHO CORDOVA

ALBERT STRICKER, PUBLIC WORKS DIRECTOR DATE 9.29.21

DESIGNED UNDER THE DIRECTION OF

JAMES W. FISHER, P.E. DATE 09/06/2021
SEAL AND SIGNATURE OF REGISTERED PROFESSIONAL ENGINEER WITH DESIGN RESPONSIBILITY.

ENGINEER'S STAMP

**2020 NEIGHBORHOOD STREET
REHABILITATION PROJECT - RC02 PH.2**
TITLE SHEET
CITY OF RANCHO CORDOVA
CALIFORNIA

DRAWING INFO
PROJECT NO.
CP22-2231
SHEET NO. **C01** OF **C31**

**CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS**

BID FORM

Project No. CP22-2231

Project: 2020 Street Rehabilitation Project – RC02 Ph. 2

SUBMIT BID TO:

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

BID OPENING:

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

NO LATER THAN: 11:00 AM
DAY OF BID: October 26, 2021

APPROXIMATELY 11:05 AM

TO: City Clerk
City of Rancho Cordova

Name of Bidder: Central Valley Engineering & Asphalt, Inc.
Business Address: 216 Kenroy Lane
City, State, Zip Code: Roseville, CA 95678
Telephone Number: 916-791-1609
Contact Person: James Castle

The Contractor is encouraged to submit these Bid Forms typed or neatly printed.

**CITY OF RANCHO CORDOVA FORMS
CONTRACTORS LICENSE FORM**

Project No. CP22-2231

Project: 2020 Street Rehabilitation Project – RC02 Ph. 2

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's license number, name on the license, classification, and expiration date of the license.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the Business and Professions Code, we do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Contractor's License No. 773404

Expiration Date: 03/31/2022

Contractor's Classification:

Central Valley Engineering & Asphalt, Inc.
Contractor's Name (Printed)

October 26, 2022
Date


Bidder's Signature
(Same signature as on Bid Proposal)

James Castle
Bidder's Name (Printed)

CFO/Secretary
Bidder's Title

**CITY OF RANCHO CORDOVA FORMS
DEPARTMENT OF INDUSTRIAL RELATIONS
CONTRACTORS REGISTRATION FORM**

Project No. CP22-2231

Project: 2020 Street Rehabilitation Project – RC02 Ph. 2

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall register as a contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly registered when the contractor submitted his/her bid on this project. In order for the City to verify the registration status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the bidder to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. Any bidder or contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the bidder to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following contractor's registration information is true and correct.

Contractor's Registration No. <u>1000001249</u>	Expiration Date: <u>06/30/2022</u>
Subcontractor's Registration No. <u>1000000207</u>	Expiration Date: <u>06/30/2022</u>
Subcontractor's Registration No. <u>1000001123</u> <i>Q</i>	Expiration Date: <u>06/30/2022</u> <i>Q</i>
Subcontractor's Registration No. <u>1000025222</u>	Expiration Date: <u>06/30/2022</u>
Subcontractor's Registration No. <u>1000002783</u>	Expiration Date: <u>06/30/2022</u>

Central Valley Engineering & Asphalt, Inc.

Contractor's Name (Printed)

October 26, 2021

Date

James Castle
Bidder's Signature
(Same signature as on Bid Proposal)

James Castle

Bidder's Name (Printed)

CFO/Secretary

Bidder's Title

**CITY OF RANCHO CORDOVA FORMS
DEPARTMENT OF INDUSTRIAL RELATIONS
CONTRACTORS REGISTRATION FORM**

Project No. CP22-2231

Project: 2020 Street Rehabilitation Project – RC02 Ph. 2

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall register as a contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly registered when the contractor submitted his/her bid on this project. In order for the City to verify the registration status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the bidder to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. Any bidder or contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the bidder to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following contractor's registration information is true and correct.

Contractor's Registration No. 1000001249

Expiration Date: 06/30/2022

Subcontractor's Registration No. 1000377635

Expiration Date: 06/30/2022

Subcontractor's Registration No. 1000002952

Expiration Date: 06/30/2022

Subcontractor's Registration No. 1000003363

Expiration Date: 06/30/2023

Subcontractor's Registration No. 1000003393

Expiration Date: 06/30/2022

Central Valley Engineering & Asphalt, Inc.

Contractor's Name (Printed)

October 26, 2021

Date


Bidder's Signature
(Same signature as on Bid Proposal)

James Castle

Bidder's Name (Printed)

CFO/Secretary

Bidder's Title

BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Director of Public Works. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

2020 NEIGHBORHOOD STREET REHABILITATION PROJECT – RC-02 PH.2 CITY OF RANCHO CORDOVA BASE BID SCHEDULE					
Item NO.	Item Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	79500.00	79500.00
2	Traffic Control Plan	1	LS	124000.00	124000.00
3	SWPPP	1	LS	6500.00	6500.00
4	Construction Staking	1	LS	6500.00	6500.00
5	Remove Base & Surfacing	13,992	SF	7.00	97944.00
6	Tree Root Control Barrier	69	LF	95.00	6555.00
7	DI (Type B)	19	EA	6500.00	123500.00
8	Remove & Replace with DI (Type C)	2	EA	6500.00	13000.00
9	SDMH (48" Pre-Cast)	9	EA	6500.00	58500.00
10	SDMH (48" Cast-in-Place)	9	EA	6500.00	58500.00
11	12" PVC SD Pipe	478	LF	155.00	74090.00
12	Remove & Replace with 12" PVC SD Pipe	66	LF	270.00	17820.00
13	Connect to Existing Storm Drain Manhole	11	EA	115.00	1265.00
14	Repair Existing Storm Drain Manhole (Contingency)	2	EA	2100.00	4200.00
15	Cut & Cap SD Pipe	7	EA	450.00	3150.00
16	Cap DI Lead at Manhole	12	EA	450.00	5400.00
17	Abandon DI	19	EA	2800.00	53200.00
18	Adjust Utility to Grade	146	EA	1800.00	262800.00
19	Concrete Sidewalk	6,800	SF	28.00	190400.00
20	Detectable Warning Surface	32	EA	500.00	16000.00
21	Concrete Curb & Gutter	2,300	LF	85.00	195500.00
22	4" HMA (Type A) Digout	16,651	SF	5.45	90747.95
23	6" HMA (Type A) Digout	11,798	SF	9.75	115030.50

24	Unsuitable Material Excavation & Backfill (Contingency)	1,002	CY	75.00	75150.00
25	Geotextile Fabric (Contingency)	54,033	SF	1.00	54033.00
26	4' Edge Grind & Structural Section	43,702	LF	9.09	397251.18
27	6' Edge Grind & Structural Section	3,081	LF	28.00	86268.00
28	Cold Plane	427,405	SF	0.38	162413.90
29	Cold Plane (Conform Grind)	8,451	SF	0.85	7183.35
30	Full Depth Reclamation with Cement (FDR-C)	90,956	SF	1.58	143740.48
31	Portland Cement	265	TON	203.00	53795.00
32	Slurry Seal (Type 2)	37,996	SF	0.36	13678.56
33	HMA (Type A) Overlay	2,152	TON	139.00	299128.00
34	RHMA-G Overlay	8,747	TON	151.85	1328231.95
35	Remove Traffic Stripe	0	LF	\$0.00	\$0.00
36	Replace Traffic Loop Detector – Location 1	1	LS	23000.00	23000.00
37	Remove Pavement Marking	77	SF	8.80	677.60
38	Traffic Stripe	383	LF	0.95	363.85
39	Pavement Marking	2,548	SF	6.75	17199.00
40	FH Pavement Marker	42	EA	16.50	693.00
41	Preservation of Survey Monuments	1	LS	2500.00	2500.00
42	Scarify & Recompact (CONTINGENCY)	103,614	SF	0.25	25903.50
	TOTAL OF BASE BID \$	\$4,295,282.82			
	TOTAL BID IN WORDS	Four million two hundred ninety-five thousand,			
	two hundred eighty-two dollars and eighty-two cents.				

2020 NEIGHBORHOOD STREET REHABILITATION PROJECT – RC-02 PH.2 CITY OF RANCHO CORDOVA ADDITIVE ALTERNATIVE 1 BID SCHEDULE					
Item NO.	Item Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	3000.00	3000.00
2	Traffic Control Plan	1	LS	12500.00	12500.00
3	SWPPP	1	LS	1500.00	1500.00
4	Construction Staking	1	LS	3500.00	3500.00
18	Adjust Utility to Grade	1	EA	2100.00	2100.00
30	Full Depth Reclamation with Cement (FDR-C)	7,070	SF	0.75	5302.50
31	Portland Cement	21	TON	203.00	4263.00
32	Slurry Seal (Type 2)	126,864	SF	0.25	31716.00
33	HMA (Type A) Overlay	119	TON	139.00	16541.00
34	RHMA-G Overlay	80	TON	151.85	12148.00
35	Remove Traffic Stripe	9,966	LF	1.15	11460.90
37	Remove Pavement Marking	1,510	SF	3.30	4983.00
38	Traffic Stripe	11,773	LF	0.95	11184.35
39	Pavement Marking	1,548	SF	6.75	10449.00
40	FH Pavement Marker	5	EA	16.50	82.50
41	Preservation of Survey Monuments	1	LS	850.00	850.00
	TOTAL OF ALT 1 BID \$				\$131,580.25 ✓
	TOTAL BID IN WORDS	One hundred thirty-one thousand, five hundred eighty dollars and twenty-five cents.			

GRAND TOTAL (BASE + ALT 1) = \$4,426,863.07

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Central Valley Engineering & Asphalt, Inc.,
proposed subcontractor _____, hereby
certifies that he has X, has not _____, participated in a previous contract or subcontract
subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246,
and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office
of Federal Contract Compliance, a Federal Government contracting or administering agency, or the
former President's Committee on Equal Employment Opportunity, all reports due under the
applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the
Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed
subcontractors only in connection with contracts and subcontracts which are subject to the
equal opportunity clause. Contracts and subcontracts which are exempt from the equal
opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts
of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders
or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous
contract or subcontract subject to the Executive Orders and have not filed the required
reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and
subcontracts unless such contractor submits a report covering the delinquent period or such
other period specified by the Federal Highway Administration or by the Director, Office of
Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Initial



DESIGNATION OF SUBCONTRACTORS

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

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

SUBCONTRACTOR (Name & Location)	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
American Pavement Systems, Inc. Modesto, CA	Slurry Seal	\$77,000.00
M&M Electric Sacramento, CA	Replace Traffic Loop Detector	\$20,000.00
M.T. Hall & Associates Chico, CA	Quality Control Testing	\$73,000.00
Sierra Traffic Markings, Inc. Roseville, CA	Striping & Markings	\$56,000.00
Pacific Northwest Oil Stockton, CA	Tack & Fabric	\$60,000.00

Central Valley Engineering & Asphalt, Inc.

Contractor's Name (Printed)

October 26, 2021

Date


Bidder's Signature
(same signature as on Bid Proposal)

James Castle
Bidder's Name (Printed)

CFO/Secretary
Bidder's Title

DESIGNATION OF SUBCONTRACTORS

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

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

SUBCONTRACTOR (Name & Location)	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
Anrak Sacramento, CA	Sweeping	\$82,600.00
Pavement Recycling Systems, Inc. Sacramento, CA	Asphalt Grinding	\$191,500.00
McClernon General Engineering, Inc. Rancho Cordova, CA	Grading	\$15,000.00

Central Valley Engineering & Asphalt, Inc.

Contractor's Name (Printed)

October 26, 2021

Date


Bidder's Signature

(same signature as on Bid Proposal)

James Castle

Bidder's Name (Printed)

CFO/Secretary

Bidder's Title

EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for 22 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 22 years.

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

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
	Please see attached sheet.		

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location
	Please see attached sheet.		

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Central Valley Engineering & Asphalt, Inc.
Contractor's Name (Printed)

October 26, 2021
Date


Bidder's Signature
(same signature as on Bid Proposal)

James Castle
Bidder's Name (Printed)

CFO/Secretary
Bidder's Title

Central Valley Engineering & Asphalt, Inc.
Contractor Experience Statement

Contract Year	Project Name	Contract Amt	Location/Agency Name	Contact Name	Phone Number
2020	Rocklin Road Bike/Pedestrian Path	\$ 212,680	City of Rocklin	Keith Jukes	916-625-5511
2020	East Bidwell Street Widening	\$ 756,454	City of Folsom	Ryan Chance	916-355-8346
2020	Spring 2020 Roadway Base Repair	\$ 154,835	City of Auburn	Mengil A. Deane	530-823-4211
2019	Paving Repairs at Gate E & Levee Rd.	\$ 319,000	California Construction Authority	Michael Sellens	916-263-6155
2019	Residential Street Resurfacing	\$ 987,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2019	Asphalt Concrete Repairs	\$ 714,000	City of Elk Grove	Robert French	916-478-3648
2019	Iron Point Railroad Reconstruction	\$ 720,000	City of Folsom	Ryan Chance	916-355-8346
2019	Utility Trench Backfill	\$ 304,000	City of Roseville	Daniel Pruden	916-746-1891
2019	Barge Canal Trail Phase 1	\$ 937,000	City of West Sacramento	Jeremy Chapdelaine	916-617-4766
2019	44th Street Beautification Phase 2	\$ 208,000	County of Sacramento	Ali Chehade	916-875-2721
2019	ADA Path of Travel Upgrades	\$ 256,000	County of Sacramento	Mike Fallon	916-956-9764
2019	Boreham and Gayle Lane Phase 1 & 2	\$ 288,000	Nevada Irrigation District	Cameron Price	530-271-6808
2019	Rocklin Parking Lot Maintenance	\$ 318,000	Sierra Community College	Colin Irwin	916-660-7655
2019	800 South First Street	\$ 729,000	Sillveyville Cemetary District	Melissa Apaka	707-678-5578
2018	2018 Accessibility & Drainage	\$ 752,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2018	Greenback/Madison/Folsom Auburn	\$ 2,103,000	City of Folsom	Ryan Chance	916-355-8346
2018	Cimmaron Overlay and Pavement Repair	\$ 733,000	City of Folsom	Ryan Chance	916-355-8346
2018	RFB 18-06 Asphalt Project	\$ 230,000	Sacramento Metro Fire Dist.	John Raeside	916-616-2482
2018	Parkway Drive	\$ 288,000	City of Folsom	Ryan Chance	916-355-8346
2017	Stone Creek Pedestrian Signals	\$ 444,000	City of Ranch Cordova	Bob LoRusso	707-689-3890
2017	Bridgewater/Stillwater Paving Project	\$ 898,000	Riverlake Community Assoc.	Skip Brown	916-761-1817
2017	AC Overlay 2017 - Drayton Heights	\$ 2,185,000	County of Sacramento	Ali Chehade	916-875-2721
2017	Joiner Pky & 12 Bridges Dr Pavement	\$ 998,000	City of Lincoln	Roland Neufeld	916-434-2481
2017	2017 Pavement Repairs	\$ 500,000	Rancho Murieta	Skip Brown	916-761-1817
2017	2017 Street Rehabilitation Project	\$ 1,419,000	City of Ranch Cordova	Bob LoRusso	707-689-3890
2017	Nevada City Highway Sidewalk Ext	\$ 514,000	County of Nevada	Martin Jackson	916-677-6869
2017	Douglas Rd/Grant Line Signalization Proj.	\$ 891,000	City of Ranch Cordova	Bob LoRusso	707-689-3890
2017	2017 Accessibility & Drainage	\$ 512,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2016	Accessibility & Drainage 20-16-001	\$ 971,000	City of Citrus Heights	Stu Hodgkins	916-727-4770
2016	2016 Residential Street Resurfacing	\$ 982,000	City of Citrus Heights	Stu Hodgkins	916-727-4770

Equipment List

Quantity	Name, Type and Capacity	Condition	Location
4	Asphalt Pavers	Good	Roseville, CA
7	Rollers	Good	Roseville, CA
12	Tractors/Mini Excavators	Good	Roseville, CA
3	Transfers / 10-Wheelers	Good	Roseville, CA

Accompanying this proposal is Bidder's Bond

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

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

Central Valley Engineering & Asphalt, Inc.

Warren Holt - President/Treasurer

Robert Leppek - Vice President

James Castle - CFO/Secretary

Licensed in conformance with an act providing for the registration of Contractors

License No. 773404

Classification(s) A

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s 1, 2

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: October 26, 2021

**Sign
Here**

Central Valley Engineering & Asphalt, Inc.

James Castle

James Castle, CFO/Secretary

Signature and Title of Bidder

Business Address 216 Kenroy Lane, Roseville, CA 95678

Place of Business Placer County

Place of Residence Placer County

**CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, Central Valley Engineering & Asphalt, Inc.
_____ as Principal, and
Everest Reinsurance Company

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

Contract No. CP22-2231, 2020 Neighborhood Street Rehabilitation Project - RC02 Phase 2

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at 2729 Prospect Park Dr.,
Rancho Cordova, CA 95670 on 10/26/21
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: October 22nd, 20 21.

Central Valley Engineering & Asphalt, Inc.
By _____ *Principal*
James Castle, CFD/Secretary
_____ *Title*
Everest Reinsurance Company
By _____ *Surety*
Sara Walliser, Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this ____ day of _____ in the year 20__ before
me _____, personally appeared
_____, personally known to me (or to me on

Attorney-in-fact

the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

-See Attached - California all Purpose Acknowledgment
Complies with Civil Code section 1189.

(SEAL)

Notary Public

ACKNOWLEDGMENT

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

State of California
County of Placer)

On October 26, 2021 before me, Jamie Gruzas, Notary Public
(insert name and title of the officer)

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

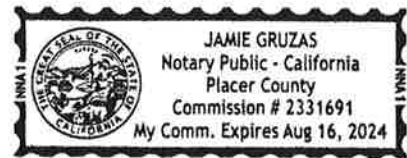
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Jamie Gruzas

(Seal)



ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On October 22, 2021 before me, Hunter Smithson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)



EVEREST

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

*Elizabeth Colodi, John Hopkins, K. Corey Ward, John J. Weber, Joseph H. Weber, Marissa Robinson, Renee Ramsey,
Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster,
Tony Clark, Mary Collins, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins,
Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey*

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 22nd day of October, 2021.

CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS**NONCOLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Initial 

DEBARMENT AND SUSPENSION CERTIFICATION**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Initial 



October 21, 2021

2020 STREET REHABILITATION PROJECT – RC02 PH. 2

CITY PROJECT NO. CP22-2231

ADDENDUM NO. 1TO ALL PROSPECTIVE BIDDERS:

Please incorporate the following revisions as part of the contract documents for the subject project. Any workmanship and/or materials involved shall be as set forth in the original drawings and/or specifications unless otherwise directed herein.

ITEM	PAGE OR DRAWING	LOCATION AND DESCRIPTION OF CHANGE
1.	BID FORMS Page 85	<i>BID TIME HAS BEEN REVISED TO MATCH "NOTICE TO CONTRACTOR":</i> • <i>THURSDAY, OCTOBER 26th, 2021 AT 11:00 AM</i>
2.	Specifications - Bid Form, Pages 85-104	<i>BID FORMS – BID FORMS ON PAGES 85 THROUGH 104 SHALL BE DELETED IN ITS ENTIRETY AND REPLACED WITH THE BID SCHEDULE ATTACHED AND MADE PART OF ADDENDUM 1.</i>
3.	Question: <i>RESPONSE:</i>	Is the requirement to submit sample (Performance & Payment) bonds from our surety company or to just include the forms with the bid proposal? <i>SAMPLE PERFORMANCE & PAYMENT BONDS ARE NOT REQUIRED TO BE SUBMITTED WITH THE BID PROPOSAL.</i>
4.	Question: <i>RESPONSE:</i>	Bid item #38 says 383LF but I'm seeing at least 11600LF. Same with #39, it says 2548SF but I'm coming up with over 3000SF. <i>THE QUANTITIES LISTED FOR BID ITEM #38 AND #39 ONLY INCLUDES THE QUANTITIES FROM THE BASE BID. ADDITIONAL STRIPING QUANTITIES INCLUDED IN BID ALT #1 DUE TO THE WORK ON ZINFANDEL DRIVE.</i>
5.	Question: <i>RESPONSE:</i>	Please address the following: The quantity is zero for Bid Item – 35 Remove Traffic Stripe. <i>THE QUANTITY FOR BID ITEM #35 IS ZERO LF FOR THE BASE BID. THE ARE 9,966 LF OF REMOVE TRAFFIC STRIPE FOR BID ALT #1 DUE TO THE WORK ON ZINFANDEL DRIVE.</i>

6.	Question:	The plans from CIP are bit poxily and hard to view. It looks like a scanned document. Can you please send me the actual pdf plans for this project please.
	RESPONSE:	HIGHER RESOLUTION PLAN SHEETS HAVE BEEN UPLOADED ON CIPLIST.COM.

- **Please note:** The Bid Date REMAIN THE SAME, THURSDAY, OCTOBER 26th, 2021 AT 11:00 AM.
No further questions will be considered.

Addendum No. 1 Attachments:

- A – Bid Schedule
- B – Pre-Bid Meeting Agenda

END OF ADDENDUM NO. 1



Ben Chan
Project Manager



Albert Stricker
Director of Public Works

2020 Neighborhood Street Rehabilitation Project – RC02 Ph.2 (CP22-2231)**Pre-Bid Meeting Agenda****Thursday, Oct 14, 2021- 10:00 am****City of Rancho Cordova City Hall, Council Chambers**

1. Contract will be awarded on the lowest combined total of Base Bid + Alt 1. The City will have the discretion to award Bid Alt 1. Combined Total Estimate of \$4,830,000
2. Bid opening will be Tuesday October 26th, 2021 at 11:00 AM, City of Rancho Cordova City Hall.
 - No Addendum have been issued.
3. Special funding sources – local dollars
4. This project is subject to Prevailing Wage Rates.
5. Rubberized HMA to be used, off site tracking has been an issue and the city will be closely monitoring tracking during paving process.
6. High expectation for communication with residents, school district, & refuge collection.
 - Contractor shall not pave Sarda Way or Malvasia Way on a day when school is in session. The calendar for holidays and no-school days is posted at <http://www.fcusd.org/Page/117> . No lane closures or paving shall occur on Sarda Way and Malvasia Way prior to 9:15AM or between the hours of 1:40PM and 3PM or between the hours of 5:30PM and 6:00PM on school days. At no point shall the contractor have lane closures on both Sarda Way and Malvasia Way at the same time.

Contractor shall coordinate paving on trash collection day. Trash Collection day within the project area is scheduled for Wednesday.
7. City uses Virtual Project Manager for all reporting, submittals and transmittals.
8. Contractor shall provide both the SWPPP and a Traffic Control Plan prior to beginning of construction.
9. 95 working days for base bid, 10 for Bid Alternative, total of 105.
10. All construction staking will be completed by the Contractor. Coordination for final locations of the storm drain inlet between the Contractor's surveyor and the City's inspector will be required during construction.
11. The sign in sheet will be attached to the email containing the meeting minutes.

12. Questions:



October 25, 2021

2020 STREET REHABILITATION PROJECT – RC02 PH. 2**CITY PROJECT NO. CP22-2231****ADDENDUM NO. 2****TO ALL PROSPECTIVE BIDDERS:**

Please incorporate the following revisions as part of the contract documents for the subject project. Any workmanship and/or materials involved shall be as set forth in the original drawings and/or specifications unless otherwise directed herein.

ITEM	PAGE OR DRAWING	LOCATION AND DESCRIPTION OF CHANGE
1.	Addendum 1	<i>FOR CLARIFICATION, BID DAY AND TIME IS:</i> <i><u>TUESDAY, OCTOBER 26th, 2021 AT 11:00 AM</u></i>

- Please note: ***The Bid Date REMAIN THE SAME, TUESDAY, OCTOBER 26th, 2021 AT 11:00 AM.***
No further questions will be considered.

END OF ADDENDUM NO. 2

Ben Chan
Project Manager

Albert Stricker
Director of Public Works

ITEM 11.9.

ATTACHMENT 4



2020 Neighborhood Street Rehabilitation Project - RC02 Phase 2 - CP22-2231 - Bid Summary

Rancho Cordova City Hall

2729 Prospect Park Drive, Rancho Cordova, CA 95670

October 26, 2021 at 11:00 am

	Contractor	Base Bid Amount	Alternate 1 Bid Amount	Total Bid Amount	Proposal Signed	Contractors License	DIR Contractors Registration	Bid Schedule	Equal Employment Opportunity Certification	Public Contract Code	Designation of Subs	Experience Qualifications	Bidder's Bond	Non-Collusion Affidavit	Debarment and Suspension	Addendum 1	Addendum 2
A	Central Valley Engineering & Asphalt, Inc.	\$ 4,295,282.82	\$ 131,580.25	\$ 4,426,863.07	X	X	X	X	X	X	X	X	X	X	X	X	X
B	Teichert Construction	\$ 4,390,168.00	\$ 156,170.00	\$ 4,546,338.00	X	X	X	X	X	X	X	X	X	X	X	X	X
C	McGuire Hester	\$ 4,508,882.48	\$ 138,629.99	\$ 4,647,512.47	X	X	X	X	X	X	X	X	X	X	X	X	X
D	B&M Builders	\$ 4,584,381.55	\$ 204,520.85	\$ 4,788,902.40	X	X	X	X	X	X	X	X	X	X	X		
E	Martin Brothers Construction	\$ 4,724,803.80	\$ 160,940.05	\$ 4,885,743.85	X	X	X	X	X	X	X	X	X	X	X	X	X
F	Sierra National Construction, Inc.	\$ 4,744,723.35	\$ 184,534.40	\$ 4,929,257.75	X	X	X	X	X	X	X	X	X	X	X	X	X
G	Martin General Engineering, Inc.	\$ 5,374,230.20	\$ 139,394.50	\$ 5,513,624.70	X	X	X	X	X	X	X	X	X	X	X	X	X
H	All- American Construction, Inc.	\$ 5,752,146.90	\$ 174,418.00	\$ 5,926,564.90	X	X	X	X	X	X	X	X	X	X	X	X	X
I																	
J																	

Attendees:

Stacy Leitner, City Clerk

Ben Chan, Public Works

Jesse Yabes, Public Works

Stacy Leitner, City Clerk

 11/16/21
 Date

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND CENTRAL VALLEY ENGINEERING & ASPHALT, INC. FOR THE 2020
NEIGHBORHOOD STREET REHABILITATION PROJECT – RC02 PHASE 2**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Central Valley Engineering & Asphalt, Inc. (Contractor") as of December 21, 2021.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the 2020 Neighborhoods Street Rehabilitation Project – RC02 Phase 2 ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on October 4th, 2021 on the CIPList.com and the City of Rancho Cordova website ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore on December 20, 2021.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated September 2001 (Revised January 2016); the City of Rancho Cordova Contract Specifications for Project, the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the "Plans and Specifications."

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for **Contract No. 2021-326**, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 3. COMPLETION OF WORK. Said work shall be completed and ready for acceptance.

Section 4. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: **Four million four hundred twenty-six thousand eight hundred sixty-three dollars and seven cents (\$4,426,863.07)**. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 5. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 6. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 7. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

"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."

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION.

- 9.1 **Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 9.2 **No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 10.2 **Contract Administration.** This Agreement shall be administered by Ben Chan ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.3 **Notices.** Any written notice to Contractor shall be sent to:
 James Castle, CFO/Secretary
 Central Valley Engineering & Asphalt, Inc.
 216 Kenroy Lane
 Roseville, CA 95678
- Any written notice to City shall be sent to:
 Ben Chan
 City of Rancho Cordova
 Department of Public Works
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
- 10.4 **IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.
- 10.5 **Amendments.** The terms of the Agreement and Plans and Specifications shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

James Castle, CFO/Secretary

Date

Date

Attest:

Stacy Leitner, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

MEMORANDUM



ITEM 11.10.

DATE: December 20, 2021

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Byron Tang, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2020-98-2 WITH DKS ASSOCIATES TO INCREASE THE CONTRACT AMOUNT FROM \$450,000 TO AN AMOUNT NOT TO EXCEED \$900,000 FOR ON-CALL TRANSPORTATION ENGINEERING AND PLANNING SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution would authorize the City Manager to execute Contract Amendment No. 2020-98-2 with DKS Associates. This second amendment will increase the contract amount from \$450,000 to an amount not to exceed \$900,000 for on-call transportation engineering and planning services that support development and other long-range planning efforts.

BACKGROUND

On July 6, 2020, the City entered into a one-year Contract No. 2020-98 with DKS Associates for on-call engineering and support services.

On January 4, 2021, the City amended Contract No. 2020-98, increasing the contract amount from \$100,000 to \$450,000 and extended the term from June 30, 2021, to June 30, 2023. The contract has assisted staff with developing the City's travel demand model, traffic impact fee program, and traffic operations analysis. DKS Associates also has provided on-going support services for the development and implementation of SB743 guidelines, which was approved by Council on September 7, 2021. These efforts support development and long-range planning efforts.

Staff recommends a second contract amendment with DKS Associates to increase the contract amount from \$450,000 to \$900,000. The June 30, 2023, term of the contract will remain unchanged. The cost increase is necessary for DKS Associates to provide ongoing transportation planning and engineering support services. In addition, the cost increase will ensure future development projects receive sufficient transportation-related review support. Utilizing consultants allows the City to adjust to the needs of our customers and ensures long-

term costs are managed to ensure a safe and efficient roadway network and provide the best services in the region.

FISCAL IMPACT AND FUNDING SOURCE

The contract will be funded through the City's Special Transportation Funds. There is no impact on the General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2020-68-2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2020-98-2 WITH DKS ASSOCIATES TO INCREASE THE CONTRACT AMOUNT FROM \$450,000 TO A NOT TO EXCEED AMOUNT OF \$900,000 FOR ON-CALL PROFESSIONAL ENGINEERING AND SUPPORT SERVICES

WHEREAS, the parties entered into Contract No. 2020-98 on July 6, 2020 in the amount of \$100,000 with a term ending June 30, 2021 for on-call transportation engineering and planning services; and

WHEREAS, the first amendment extended the term to June 30, 2023, which resulted in increasing the contract compensation by \$350,000, to a not to exceed amount of \$450,000 for continued on-call transportation engineering and planning services; and

WHEREAS, this second amendment will increase the contract compensation by \$450,000, to a not to exceed amount of \$900,000 for continued on-call transportation engineering and planning services; and

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

WHEREAS, funding for the contract amendment will be from the City's special transportation funds. There is no impact to the general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute second Contract Amendment No. 2020-98-2 with DKS Associates to increase the contract amount from \$450,000 to an amount not to exceed \$900,000 for on-call transportation engineering and planning services, and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

ITEM 11.10.

ATTACHMENT 1

Stacy Leitner, CMC
City Clerk

**SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND DKS ASSOCIATES FOR ON-CALL
TRANSPORTATION ENGINEERING AND PLANNING SERVICES**

This Second Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and DKS Associates ("Consultant") as of July 1, 2021. City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Consulting Services Agreement dated July 6, 2020, for the purpose of providing on-call transportation engineering and planning services; and

WHEREAS, the First Amendment extended the term to June 30, 2023, and increased the contract compensation by \$350,000, to a not to exceed amount of \$450,000; and

WHEREAS, this Second Amendment will increase the contract compensation by \$450,000, to a not to exceed amount of \$900,000; and

WHEREAS, the Parties agree that changes to the term and services provided for in Contract No. 2020-98 are necessary in order for the City to continue receiving services by Consultant.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$450,000. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Consultant a sum not to exceed Nine Hundred Thousand Dollars (\$900,000), notwithstanding any contrary indication that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

ITEM 11.10.

**ATTACHMENT 2
Contract No. 2020-98-2**

4. **Contract Administration.** This Agreement shall be administered by Byron Tang ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Notices. Any written notice to Professional shall be sent to:
Jim Damkowitch, Managing Director
DKS Associates
8950 Cal Center Drive, Suite 340
Sacramento, CA 95826
Email Address (for Insurance Update Requests): jim.damkowitch@dksassociates.com

Any written notice to City shall be sent to:
Byron Tang, Senior Civil Engineer
City of Rancho Cordova, Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Jim Damkowitch, Managing Director

Date:_____

Date:_____

Attest:

Stacy Leitner, CMC, City Clerk
Date:_____

Approved as to Form:

Adam U. Lindgren, City Attorney
Date:_____

MEMORANDUM



ITEM 11.11.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Senior Finance Analyst
SUBJECT: **A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS RELATED TO, AND ACCEPTING, THE FY 2020-21 DEVELOPMENT IMPACT FEE REPORT FOR AB1600 DEVELOPMENT FEES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the annual Development Impact Fee Report prepared in accordance with California Government Code Section 66000, et seq. and ensures the City remains in compliance with AB1600 reporting requirements.

BACKGROUND

State law (California Government Code Section 66006) requires each local agency that imposes AB 1600 development impact fees to prepare an annual report providing specific information about those fees. AB 1600's legal requirements stipulate that the fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB 1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general fund or the City and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

California Government Code Section 66006(b) requires that for each separate account or fund, the local agency shall, within 180 days after the last day of the fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund
- The amount of the fee
- The beginning and ending balance of the account or fund
- The amount of the fees collected and interest earned

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded

California Government Code Section 66001(d) requires the local agency make all of following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed

If the agency no longer needs the funds for the purposes collected, or if the agency fails to make required finding, or perform certain administrative tasks prescribed by AB 1600, the agency may be required to refund, on a prorated basis to owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds.

The FY 2020-21 Development Impact Fee Report (the "Report") has been prepared to meet the annual reporting requirements only since the required five year findings were made in 2019, with the adoption of Resolution 133-2019, and therefore will not be required to be made again until 2024. It should also be noted that the Report includes fees that were in place on June 30, 2021 and does not necessarily represent current fee levels since any fee adjustments after June 30th will be captured in the FY 2021-22 Development Impact Fee Report.

The report must be reviewed by the City Council at a regularly scheduled public meeting, not less than 15 days after the information is made available to the public. In addition, notice of the time and place of the meeting shall be mailed at least 15 days prior to the meeting to any interested party who files a written request with the local agency for such a mailed notice, of

which the City has none. The report was posted to the City's website and available for public review on December 18, 2020.

FISCAL IMPACT AND FUNDING SOURCE

Ongoing compliance with AB 1600 reporting requirements will allow the City to continue to collect fees from developers to ensure that new development is providing new infrastructure or funds to ensure that their impact upon the City is funded by the development, not by existing residents.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Development Impact Fee Report

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, MAKING CERTAIN FINDING AND DETERMINATIONS RELATED
TO, AND ACCEPTING, THE FY 2020-21 PUBLIC FACILITIES FEE REPORT FOR AB 1600
DEVELOPMENT FEES**

WHEREAS, the City of Rancho Cordova imposes fees to mitigate the impacts of development, pursuant to Government Code section 66000 et seq.; and

WHEREAS, in accordance with California Government Code section 66006(a), the City has established and maintained separate funds for each development impact fee in a manner to avoid any commingling of the fees with other revenues and funds of the City, except for temporary investments, and has expended those fees solely for the purpose for which the fees were collected; and

WHEREAS, California Government Code section 66006(b)(1) requires cities to prepare and make available to the public a report describing each development impact fee and providing details related to its use within one hundred eighty (180) days after the last day of each fiscal year; and

WHEREAS, the Development Impact Fee Report, for the Fiscal Year Ending June 30, 2021, (the "Report"), attached hereto as Exhibit A, provides a description of each fee, its amount, and various information required by Government Code section 66006(b)(1) to be reported on an annual basis; and

WHEREAS, the Report provides information required by Government Code sections 66001 and 66006 for the following approved development impact fees:

- **Community Facilities Fee Program:** On April 1, 2013, the City Council approved Resolution No. 38-2013 updating the Community Facilities Fee Program, which was originally established in 2004 and updated in 2005, to fund a portion of the future municipal facilities required to serve an increased City population due to anticipated future development; and
- **Sunrise Douglas Community Plan Development Impact Fees:** On June 21, 2004, the City Council approved Resolution No. 79-2004 establishing the Sunrise Douglas Community Plan Development Impact Fee Program to finance the required roadways, supplemental offsite water, interim sewer, park and library facilities necessary to service development in the Sunridge Specific Plan, as well as defray the cost of routine administration of the Sunrise Douglas Community Plan Development Fee Program; and
- **Transportation Development Impact Fee Program:** On December 19, 2005, the City Council approved Ordinance 33-2005 establishing a Transportation Development Impact Fee (TDIF) Program to finance transportation improvements necessary to offset the impacts to the City's transportation system of new development in the City, to ensure that adequate funding is provided for improvements required to meet the demands of such new development, and to fund administration of the Fee Program. An update to the TDIF was approved by the City Council on December 16, 2013 with the approval of Resolution 138-2013; and

- **Storm Drainage Impact Fee Program:** On October 5, 2020 , the City Council approved Ordinance 15-2020 establishing the Storm Drainage Impact Fee Program to finance major storm drainage improvements necessary to offset the impacts of new development in the City, to ensure that adequate funding is provided for improvements required to meet the demands of such new development, and to fund administration of the Fee Program; and
- **Measure A – Transportation Improvement Impact Fee:** On January 20, 2009, the City Council approved Ordinance No 1-2009 establishing development impact fees for Measure A Transportation Improvements. The impact fees were established to provide funding for public facilities needed to serve the City, which facilities are described in the Measure A expenditure plan and the Measure A nexus study. The Measure A impact fee is collected by the City and remitted to the Sacramento Transportation Authority, which administers the impact fee program; and
- **Sacramento Regional Transit District (SacRT) Development Impact Fee Program:** On April 2, 2018, the City Council approved Ordinance 5-2018 establishing the Sacramento Regional Transit District (SacRT) Development Impact Fee Program, as outlined in the Sacramento County Roadway and Transit Capital Improvement Programs adopted by the City Council with Resolution 38-2018. The City collects and remits the impact fee to SacRT who is then responsible for programing and expending the funds on an annual basis, and
- **Housing Trust Development Impact Fee:** On December 1, 2003, the City Council approved Ordinance No. 26-2003 continuing the Housing Trust Development Impact Fee in effect when the City incorporated, which is to be used to finance municipal public facilities to reduce the impacts caused by future developments in the Rancho Cordova area on the housing stock, including but not limited to very low income housing facilities.

WHEREAS, California Government Code Section 66006(b)(2) requires that the governing body of the City review the information made available to the public at a regularly scheduled public meeting not less than 15 days after the information is made available to the public; and

WHEREAS, the Report was made available to the public on the City's website on December 4, 2021; and

WHEREAS, on December 20, 2021, the City Council reviewed the report and approved it pursuant to Government Code sections 66001 and 66006.

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

Section 1. The City Council does hereby find and determine that the foregoing recitals and determinations are true and correct.

Section 2. The City Council has reviewed the Report and finds that it complies with California Government Code section 66006(b), setting the requirements for fiscal year reporting for development impact fees. The City Council finds that the Report provides the following required information:

1. A brief description of the type of fee in the account or fund (Report pg. 4-6);
2. The amount of the fee (Report pg. 6-9);
3. The beginning and ending balance of the account or fund (Report pg. 10-12);
4. The amount of the fees collected and interest earned (Report pg. 13-24);

5. An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees (Report pg. 28-30);
6. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Report pg. 28-30);
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan (Report pg. 25-26); and
8. The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded (Report pg. 27).

Section 3. The City Council hereby finds that all reportable fees, collections and expenditures have been received, deposited, invested and expended in compliance with the relevant sections of the California Government Code and all other applicable laws for the fiscal year 2020-21.

Section 4. The City Council hereby finds that no refunds and allocations of reportable fees, as required by California Government Code section 66001, are deemed payable at this time.

Section 5. The City Council hereby finds the City is in compliance with California Government Code section 66000, et seq., relative to receipt, deposit, investment, expenditure or refund of reportable fees received and expended relative to the individual impact fee programs in place for new development in fiscal year 2020-21.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December 2021 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

City of Rancho Cordova

Development Impact Fee Report

Public Review Draft

Fiscal Year Ending
June 30, 2021

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Legal Requirements

A. REQUIREMENTS FOR DEVELOPMENT IMPACT FEES

State law (California Government Code Section 66006) requires each local agency that imposes AB 1600 development impact fees to prepare an annual report providing specific information about those fees. Within the AB1600 legal requirements, it stipulates that fees imposed on new development have the proper nexus to any project on which they are imposed. In addition, AB1600 imposes certain accounting and reporting requirements with respect to the fees collected. The fees, for accounting purposes, must be segregated from the general funds of the City and from other funds or accounts containing fees collected for other improvements. Interest on each development fee fund or account must be credited to that fund or account and used only for the purposes for which the fees were collected.

Current California Government Code Section 66006(b) requires that for each separate fund the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:

- A brief description of the type of fee in the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected and interest earned.
- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.
- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

California Government Code Section 66001(d) requires the local agency make all of following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put.
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged.
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements.

- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.
- In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.

B. ADDITIONAL NOTES

The State of California Government Code Section 66002 requires local agencies that have developed a fee program to adopt a Capital Improvement Plan (CIP) indicating the approximate location, size and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees. A formal CIP is recommended, at a minimum, as a five-year plan. The City annually produces a five-year CIP which provides program summary information for the City's various capital improvement funding programs, as well as project summary information (revenue, expenditures and project schedule) for the specific projects selected for implementation during the CIP period. The CIP describes the five-year plan for allocating funds from the Impact Fee Programs, Measure A Transportation Sales Tax, State and Federal Grants, Gas Tax, Roadway Funds, Supplemental Transportation Fees, Storm Water Utility Tax and Transit Related Service Area Tax. A copy of the City's most recent CIP was adopted as part of the biennial budget document and can be found under the Finance Department page on the City's website at www.cityofranhocordova.org.

The CIP relates the City's annual capital expenditures to a long-range plan for public improvements. By relating the plan for public improvements to the City's capacity for funding, and scheduling expenditures over a period of years, the CIP helps maximize the funds available. This type of fiscal management is important during periods where budgetary demands exceeding financial resources.

C. ESTABLISHING A REASONABLE RELATIONSHIP BETWEEN THE FEE AND THE PURPOSE FOR WHICH IT IS CHARGED

The Development Impact Fee Program has been in effect in Rancho Cordova since incorporation in fiscal year 2003/04. The Development Impact Fee Program consists of multiple components which were individually adopted by the City Council. The program sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs of those improvements based on the current General Plan for build-out.

The City's Capital Improvement Plan (CIP) projects are financed, in part, by the development impact fees outlined in the description of the development impact fees on the following pages. The City's CIP provide infrastructure to the residents and businesses in Rancho Cordova in order to keep pace with ongoing development in, and adjacent to, the community. Estimated project costs, and the summary of fee apportionment to each

development fee type, are detailed within the adopted Nexus Studies establishing the individual Development Impact Fee program(s) and are on file with the City Clerk's Office.

Information on projects in the Development Impact Fee Program(s) can be found on pages 28-30. The information in these tables include: Current Projects, Project Phase, Construction Estimated Start Date, Construction Estimated Completion Date, Estimated Project Cost and Development Fee information including Funding to Date, Budget to Date and % of Total Project Cost.

D. FUNDING OF INFRASTRUCTURE

The 2019/20 - 2023/24 Capital Improvement Plan (CIP) identifies all funding sources and amounts for individual projects through 2023/24. The CIP is updated annually to reflect the current infrastructure needs of the City. As a CIP project is identified, the project is evaluated to determine the portion of the project that will service existing residents and businesses versus new development.

Once the determination of use is made, the percentage of use attributable to new development is then funded by the appropriate development fee, based on the type of project. The percentage of use associated with existing residents or businesses are funded from other appropriate sources as identified on each individual project sheet in the CIP. All future planned infrastructure needs are outlined in the Development Impact Fee Program(s). The funding and commencement dates for projects are adjusted, as needed, to reflect the needs of the community.

E. CURRENT PROJECTS

Construction is currently underway on the following projects:

- CP06-2022 – Chrysanthy Blvd, Sunrise Blvd to Rancho Cordova Parkway
- CP07-2032 – Douglas Road, Americanos Blvd to Grantline Road
- CP07-2055 – White Rock Road, Sunrise Blvd to International Drive
- CP14-2132 – Zinfandel Complex, Phase I
- CP16-2175 – Folsom Blvd Sidewalk South from Rod Beaudry to East Horn Rd
- CP18-2187 – Sunrise Boulevard Rehabilitation, Phase I

Description of Development Impact Fee(s)

Community Facilities Fee (CFF) Program - This program was established by the City to cover the costs of municipal facilities required to serve an increased population as a result of new development. The city has identified these facilities to include a city hall, a police station, a community center, a city corporation yard, a city museum, a parking structure, library facilities and ongoing administration of the CFF program. The fee program was updated in April 2013 and combined fee components from the City's 2004 and 2005 Fee Studies into a single fee category while continuing to report the library fee separately since the City is holding these funds on behalf of the Sacramento Public Library Authority.

Community Facilities Impact Fee - To provide for new development's share of the cost of municipal facilities, furnishing and equipment required to service the City.

Library Impact Fee - To provide for new development's share of the cost of a library building, furnishings, equipment, books, financing, and the purchase of land.

Sunrise Douglas (SD) Impact Fee Program - These specific plan development impact fees are imposed on development in the Sunridge Specific Plan (SRSP), which is part of the Sunrise Douglas Community Plan (SDCP) development area. It includes additional fees for fee program updates, interim sewer facilities, park development improvements, supplemental offsite water facilities, roadways improvements, transit shuttles, and administration of the fee program. These funds can only be spent on facilities in the SDCP Capital Improvement Plan (CIP) to mitigate impact as a result of development in the SDCP area.

SD Fee Program Update Impact Fee - This fee was discontinued in FY 2020-21 therefore will no longer be reported on. Any remaining funds in this program were transferred into the SD Admin Fee where any future program updated will be funded.

SD Interim Sewer Impact Fee - To provide funding for the construction of interim sewer facilities to serve the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any interim sewer facilities, or portions thereof, as designated in the SDCP Impact Fee Program in lieu of all, or a portion of, the required interim sewer development fee.

SD Supplemental Offsite Water Impact Fee - To provide funding for the construction of offsite water improvements to serve the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any offsite water facilities, or portions thereof, as designated in the SDCP Impact Fee Program in lieu of all, or a portion of, the supplemental offsite water development fee.

SD Roadway Impact Fee - To provide funding to construct roads, intersections, and other roadway improvements in the SDCP CIP needed to mitigate the impacts of new development within the SRSP area. Upon application by the property owner or his authorized agent, the City may authorize the construction of any roadway facilities, or portions thereof, in order of priority as designated on the priority list in the SD Impact

Fee Program. The developer will then either be reimbursed for these costs from fees collected from other developers in the SDCP area, only to the extent the funds are available, or a credit for such in lieu construction will be provide to the property owner to be used within the SDCP area.

SD Transit Shuttle Impact Fee - This fee was discontinued in FY 2020-21 therefore will no longer be reported on. Any remaining funds in this program were transferred into the Traffic Mitigation Impact Fee program which will be used to fund future transit improvements.

SD Administration Impact Fee - To provide funding for the administrative duties associated with the SD Impact Fee program.

Traffic Mitigation Impact Fee - This development impact fee is a citywide fee imposed on new development in the City to cover the fair share cost of traffic impacts resulting from new development, including program administration. The funds collected will be used for construction of the transportation improvements listed in the Transportation Capital Improvement Plan (CIP) Development Impact Fee Program.

Upon application by the property owner or his authorized agent, the City may authorize the construction of any transportation facilities, or portions thereof, in order of priority as designated on the priority list for the transportation impact fee program. The developer will then either be reimbursed for these costs from fees collected from other developers, only to the extent the funds are available, or a credit in lieu of all, or a portion of the required transportation impact fee.

Storm Drainage Impact Fee Program - This development impact fee is a citywide fee imposed on new development in the City to cover the fair share cost of major drainage facilities. , including program administration.

Storm Drainage - Facilities Fee - All development that contributes to stormwater runoff to the public drainage system is required to pay a drainage impact fee to offset the cost of trunk and regional drainage facilities necessitated by development. Upon application by the property owner or his authorized agent, the City may authorize the construction of any major drainage facility designated in the Storm Drainage Impact Fee Program. If the approved facility is sized to serve more than just the property owners project or if the facility will serve a regional purpose, the developer may qualify for fee credits. The credits are not intended to fully compensate developers for the drainage facilities.

Storm Drainage - Administration Fee - To provide funding for the administrative duties associated with the Storm Drainage Impact Fee program.

Measure A - Transportation Improvement Impact Fee - A impact fee established to provide funding for public facilities to serve the City, which facilities are described in the Measure A expenditure plan and the Measure A nexus study. The Measure A impact fee is collected by

City of Rancho Cordova

Development Impact Fee Report

the City and remitted to the Sacramento Transportation Authority, which administers the countywide Measure A program.

Sacramento Regional Transit (SacRT) Impact Fee – A impact fee established to provide funding for public facilities to serve the City, which facilities are described in the Sacramento Regional Transit expenditure plan and nexus study. The SacRT impact fee is collected by the City and remitted to the Sacramento Regional Transit District, which administers the program.

Housing Trust Development Impact Fee – A non-residential impact fee used to offset some of the increased burden of need for very low-income housing, created by the construction of non-residential uses, which employ a significant number of low wage earners.

Current Fee Schedule

The Development Fee program is reviewed periodically to ensure the Development Impact Fee Program is accounting for all planned future development. The updated Development Impact Fee Program information is then used to determine the amount of fees available for the funding of the proposed capital improvement projects identified in the development of the five-year Capital Improvement Plan (CIP).

SUNRISE DOUGLAS (SD) IMPACT FEES				
at June 30, 2021				
Fee Category	Residential		Non-Residential	
	Single Family	Multi-Family	Office	Commercial
	Per Unit	Per Unit	Per Sq. Ft	Per Sq. Ft
Sunrise Douglas (SD) Impact Fees:				
Fee Program Update	92.38	27.01	0.03	0.04
Interim Sewer	1,077.13	807.85	0.23	0.10
Park*	10,535.82	8,298.89	n/a	n/a
Supp. Offsite Water	1,562.12	1,171.92	0.49	0.57
Traffic Mitigation	16,056.71	10,569.39	14.10	17.63
Transit Shuttle	88.12	220.28	0.29	0.49
Program Admin	707.86	479.88	0.55	0.71
Total Fees	\$30,120.14	\$21,575.22	\$15.69	\$19.54

* Park Development Fees vary by Development Agreement

Development Impact Fee Report

COMMUNITY FACILITIES IMPACT FEES

at June 30, 2021

Fee Category	Residential		Non-Residential		
	Single Family	Multi-Family	Office	Commercial	Industrial
	Per Unit	Per Unit	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft
Community Facility Impact Fees:					
Community Facilities	3,475.19	2,715.37	0.87	0.53	0.22
Library	711.78	556.62	n/a	n/a	n/a
Total Fees	\$4,186.97	\$3,271.99	\$0.87	\$0.53	\$0.22

TRAFFIC MITIGATION IMPACT FEES

at June 30, 2021

Fee Category	Residential				Non-Residential		
	Detached > 1,200 SF	Detached ≤ 1,200 SF	Attached	Multi-Family	Commercial	Office	Industrial/ Manufacturing
	Per Unit	Per Unit	Per Unit	Per Unit	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft
Traffic Mitigation Impact Fees:							
Area 1 - Infill	\$10,816.46	\$7,221.29	\$7,221.29	\$7,041.37	\$10.16	\$9.84	\$5.12
Area 2 - New Development	\$17,536.55	\$15,724.79	\$15,724.79	\$12,508.58	\$13.09	\$10.07	\$5.12

VERY LOW INCOME HOUSING IMPACT FEES

at June 30, 2021

Fee Category	Residential	Non-Residential					
		Office	Hotel	Research & Development	Commercial	Manufacturing	Warehouse
		Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft
Very Low Income Housing Impact Fee							
Impact Fee	n/a	0.97	0.92	0.82	0.77	0.61	0.26
Program Admin	n/a	Between \$30 and \$100 as determined by Plan Review					

SACRAMENTO REGIONAL TRANSIT (SacRT) IMPACT FEES

at June 30, 2021

Fee Category	Residential		Non-Residential			
	Single Family	Multi- Family	Commercial	Bus & Prof	Industrial	Office
	Per Unit	Per Unit	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft	Per Sq. Ft
Sacramento Regional Transit (SacRT) Fee						
Transit Development	175.00	356.00	0.77	0.70	0.16	0.45
Program Admin	3.50	7.12	0.02	0.01	0.00	0.01
Total Fees	\$178.50	\$363.12	\$0.79	\$0.71	\$0.16	\$0.46

Development Impact Fee Report

STORM DRAINAGE IMPACT FEES

at June 30, 2021

Land Use	Percent Impervious	Construction Cost/Acre	Administrative Cost/Acre	Total Fee/Acre
Commercial/Office/Retail ¹	70%	\$ 21,673.00	\$ 867.00	\$ 22,540
Industrial	70%	\$ 21,673.00	\$ 867.00	\$ 22,540
High Density Residential				
RMH	75%	\$ 23,222.00	\$ 929.00	\$ 24,151
RD-30 ²	70%	\$ 21,673.00	\$ 867.00	\$ 22,540
RD-25	70%	\$ 21,673.00	\$ 867.00	\$ 22,540
RD-20	70%	\$ 21,673.00	\$ 867.00	\$ 22,540
Medium Density Residential				
RD-15	70%	\$ 21,673.00	\$ 867.00	\$ 22,540
RD-10	60%	\$ 18,577.00	\$ 743.00	\$ 19,320
RD-7	50%	\$ 15,481.00	\$ 619.00	\$ 16,100
RD-6	40%	\$ 12,385.00	\$ 495.00	\$ 12,880
Low Density Residential				
RD-5	40%	\$ 12,385.00	\$ 495.00	\$ 12,880
RD-4	38%	\$ 11,766.00	\$ 470.00	\$ 12,236
RD-3	33%	\$ 10,063.00	\$ 702.00	\$ 10,765
RD-2	28%	\$ 8,515.00	\$ 340.00	\$ 8,855
RD-1	25%	\$ 7,741.00	\$ 310.00	\$ 8,051
AR-1	17%	\$ 5,264.00	\$ 210.00	\$ 5,474
AR-2	10%	\$ 3,096.00	\$ 124.00	\$ 3,220
AR-5	10%	\$ 3,096.00	\$ 124.00	\$ 3,220
AR-10	10%	\$ 3,096.00	\$ 124.00	\$ 3,220
Mowed grass with graded and piped to drain	20%	\$ 6,192.00	\$ 248.00	\$ 6,440
Mowed grass with no piped drainage	10%	\$ 3,096.00	\$ 124.00	\$ 3,220
Impervious Area Park ²	75%	\$ 23,222.00	\$ 929.00	\$ 24,151
School Campus with detention	25%	\$ 7,741.00	\$ 310.00	\$ 8,051
School Campus	50%	\$ 15,481.00	\$ 619.00	\$ 16,100

¹ Impervious area for Commercial and Industrial reduced to reflect the use of Low Impact Development (LID) practices, meeting HMP requirements and increased landscaping standards. Actual fees may vary if LID not utilized

² A school or park that detains greater than 50% of peak flow value, at the discretion of the City, may reduce the fee by 50%.

Development Impact Fee Report

MEASURE A IMPACT FEES		
at June 30, 2021		
Land Use	Per	Fee
Single Family Residential	Unit	\$ 1,329
Single Family Residential, Senior	Unit	1,064
Multi-Family Residential	Unit	930
Multi-Family Residential, Senior	Unit	796
Office Use	1,000 Sq. Ft	1,596
Retail Use	1,000 Sq. Ft	1,995
Industrial Use	1,000 Sq. Ft	1,064
Hotel/Motel	Sleeping Room	770
Extended Stay Hotel/Motel	Sleeping Room	684
Golf Course	acre	1,106
Movie Theater	screen	2,529
Religious Center	1,000 Sq. Ft	1,237
Hospital	1,000 Sq. Ft	2,229
Service Station	fueling pump	1,729
Supermarket	1,000 Sq. Ft	1,995
Warehouse/Self-Storage	1,000 Sq. Ft	333
Assisted Living Facility	bed	383
Congregate Care	Unit	281
Child Day Care	student	612
Private School (K through 12)	student	346
Auto Repair/Body Shop	1,000 Sq. Ft	1,995
Gym/Fitness Center	1,000 Sq. Ft	1,995
Drive-through Car Wash	1,000 Sq. Ft	1,995
All Other	avg. weekday trips	140

Financial Summary Report

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2021

Description	Community Facilities Fee Program		Sunrise Douglas	
	Community Facilities ⁽¹⁾	Library ⁽²⁾	Interim Sewer	Suppl Offsite Water
REVENUES				
Fees	2,269,108	428,804	1,137,414	1,638,485
Interest	42,984	45,710	2,946	1,430
Other Revenues	-	-	-	-
Total Revenues	<u>\$ 2,312,091</u>	<u>\$ 474,514</u>	<u>\$ 1,140,360</u>	<u>\$ 1,639,915</u>
EXPENDITURES				
Expenditures	85,092	16,080	1,112,598	1,674,815
Transfer Out	337,275	-	-	-
Total Expenditures	<u>\$ 422,366</u>	<u>\$ 16,080</u>	<u>\$ 1,112,598</u>	<u>\$ 1,674,815</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ 1,889,725	\$ 458,434	\$ 27,763	\$ (34,900)
Fund Balance, Beginning of Year	3,634,365	4,534,822	\$ 166,473	118,919
Fund Balance, End of Year	\$ 5,524,091	\$ 4,993,256	\$ 194,236	\$ 84,020

Notes:

- (1) An Updated Nexus Study was adopted in April 2013 which combined facility fees which had been reported as separate line items in the prior nexus study into a single fee component called Community Facilities. For reporting purposes all activity reported in individual funds prior to the implementation of the combined fee have been consolidated for reporting purposes.
- (2) Council approved consolidation of the SD Library Fee, the Villages of Zinfandel Library Fee into the Community Facility Fee - Library Fee. For reporting purposes all activity reported in the individual library funds prior to the implementation of the consolidated library fee have all been reported in CFF - Library Fee

Financial Summary Report

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2021

Description	Sunrise Douglas Fee Program		Storm Drainage Impact Fee Prog.	
	Roadway	Program Admin	Storm Drain	Program Admin
REVENUES				
Fees	8,308,575	370,841	3,874,399	11,590
Interest	274,564	13,916	3,376	4
Other Revenues	-	264,981	-	-
Total Revenues	<u>\$ 8,583,140</u>	<u>\$ 649,738</u>	<u>\$ 3,877,775</u>	<u>\$ 11,595</u>
EXPENDITURES				
Expenditures	1,977,626	87,338	-	139
Transfer Out	-	-	-	-
Total Expenditures	<u>\$ 1,977,626</u>	<u>\$ 87,338</u>	<u>\$ -</u>	<u>\$ 139</u>
REVENUE OVER/(UNDER) EXPENDITURES	\$ 6,605,514	\$ 562,400	\$ 3,877,775	\$ 11,455
Fund Balance, Beginning of Year	\$ 25,531,335	\$ 1,298,329	\$ -	\$ -
Fund Balance, End of Year	\$ 32,136,849	\$ 1,860,729	\$ 3,877,775	\$ 11,455

Notes:

Financial Summary Report

Statement of Revenues, Expenditures and Changes in Fund Balance
For Year Ending June 30, 2021

Description	Traffic Mitigation Impact Fee ⁽³⁾	Measure A Transportation Improvements ⁽⁴⁾	Sacramento Regional Transit ⁽⁴⁾	Very Low Income Housing
REVENUES				
Fees	2,438,640	1,448,744	144,149	35,498
Interest	162,169	18,691	-	2,329
Other Revenues	1,047,841	-	-	-
Total Revenues	<u>\$ 3,648,650</u>	<u>\$ 1,467,435</u>	<u>\$ 144,149</u>	<u>\$ 37,826</u>
EXPENDITURES				
Expenditures	2,133,479	2,457,075	-	-
Transfer Out	-	-	-	-
Total Expenditures	<u>\$ 2,133,479</u>	<u>\$ 2,457,075</u>	<u>\$ -</u>	<u>\$ -</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>\$ 1,515,170</u>	<u>\$ (989,640)</u>	<u>\$ 144,149</u>	<u>\$ 37,826</u>
Fund Balance, Beginning of Year	16,287,998	\$ 2,411,608	\$ 93,678	\$ 218,281
Fund Balance, End of Year	\$ 17,803,168	\$ 1,421,968	\$ 237,828	\$ 256,107

Notes:

(4) These fees are collected on behalf of outside Agencies during the building permit process. These funds are then remitted to the Agencies who expend the funds on projects in accordance with their approved AB1600 studies. The City relies on information provided by the Agencies to complete the annual reporting requirements. The city does not audit the information provided by the outside Agencies.

Community Facilities Fee (CFF) - Facilities

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21
REVENUES					
Fees	1,390,111	945,113	1,128,791	2,112,237	2,269,108
Interest	2,403	6,892	25,488	54,356	42,984
Other Revenues	53	-	-	-	-
Total Revenues	<u>1,392,568</u>	<u>952,006</u>	<u>1,154,279</u>	<u>2,166,593</u>	<u>2,312,091</u>
EXPENDITURES					
Expenditures	52,129	35,442	42,330	79,209	85,092
Transfer Out	965,650	323,572	337,480	337,120	337,275
Total Expenditures	<u>1,017,779</u>	<u>359,014</u>	<u>379,810</u>	<u>416,329</u>	<u>422,366</u>
REVENUES OVER (UNDER) EXPENDITURES	374,788	592,991	774,469	1,750,264	1,889,725
Fund Balance, Beginning of Year	141,852	516,641	1,109,632	1,884,101	3,634,365
Fund Balance, End of Year	<u>\$ 516,641</u>	<u>\$ 1,109,632</u>	<u>\$ 1,884,101</u>	<u>\$ 3,634,365</u>	<u>\$ 5,524,091</u>

Five Year Revenue Test Using First In First Out Method

Available Revenue	2017-18	2017-18	2018-19	2019-20	2020-21
Current Year	891,429	1,109,632	1,884,101	3,634,365	5,524,091
Prior Year (2-yr Old Funds)	-	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	<u>\$ 891,429</u>	<u>\$ 1,109,632</u>	<u>\$ 1,884,101</u>	<u>\$ 3,634,365</u>	<u>\$ 5,524,091</u>

Result: Five Year Revenue Test met in accordance with Government Code 66001

Community Facilities Fee (CFF) - Library

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21
REVENUES					
Fees	274,201	156,443	243,439	309,257	428,804
Interest	36,664	44,329	73,113	81,168	45,710
Other Revenues	-	-	-	-	-
Total Revenues	<u>310,865</u>	<u>200,773</u>	<u>316,552</u>	<u>390,425</u>	<u>474,514</u>
EXPENDITURES					
Expenditures	10,283	5,867	9,129	11,597	16,080
Transfer Out	-	-	-	-	-
Total Expenditures	<u>10,283</u>	<u>5,867</u>	<u>9,129</u>	<u>11,597</u>	<u>16,080</u>
REVENUES OVER (UNDER) EXPENDITURES	300,583	194,906	307,423	378,828	458,434
Fund Balance, Beginning of Year	3,353,083	3,653,665	3,848,571	4,155,994	4,534,822
Fund Balance, End of Year	<u>\$ 3,653,665</u>	<u>\$ 3,848,571</u>	<u>\$ 4,155,994</u>	<u>\$ 4,534,822</u>	<u>\$ 4,993,256</u>

Five Year Revenue Test Using First In First Out Method

Available Revenue	2016-17	2017-18	2018-19	2019-20	2020-21
Current Year	310,865	200,773	316,552	390,425	474,514
Prior Year (2-yr Old Funds)	289,430	310,865	200,773	200,773	316,552
Prior Year (3-yr Old Funds)	135,118	289,430	200,773	310,865	200,773
Prior Year (4-yr Old Funds)	162,757	135,118	310,865	289,430	200,773
Prior Year (5-yr Old Funds)	2,185,853 ⁽¹⁾	162,757 ⁽¹⁾	289,430 ⁽¹⁾	135,118 ⁽¹⁾	310,865 ⁽¹⁾
Greater than Five Prior Fiscal Years	569,643 ⁽¹⁾	2,749,629 ⁽¹⁾	2,837,602 ⁽¹⁾	3,208,212 ⁽¹⁾	3,489,779 ⁽¹⁾
Total Revenues	<u>\$ 3,653,665</u>	<u>\$ 3,848,571</u>	<u>\$ 4,155,994</u>	<u>\$ 4,534,822</u>	<u>\$ 4,993,256</u>

(1) The Community Facility Fees - Library Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for a future construction of Library Branch(es) and therefore must be retained until enough fees have been collected to start construction of the project.

Result: Five Year Findings required in accordance with Government Code 66001 to be approved as part of current year report.

Sunrise Douglas (SD) - Interim Sewer

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21
REVENUES					
Fees	161,642	176,565	290,308	1,137,414	1,056,840
Interest	3,393	1,379	3,285	2,946	1,093
Other Revenues	-	-	-	-	-
Total Revenues	<u>165,035</u>	<u>177,944</u>	<u>293,593</u>	<u>1,140,360</u>	<u>1,057,933</u>
EXPENDITURES					
Expenditures	530,663	26,366	298,958	1,112,598	1,168,263
Transfer Out	-	-	-	-	-
Total Expenditures	<u>530,663</u>	<u>26,366</u>	<u>298,958</u>	<u>1,112,598</u>	<u>1,168,263</u>
REVENUES OVER (UNDER) EXPENDITURES	(365,627)	151,578	(5,365)	27,763	(110,330)
Fund Balance, Beginning of Year	385,887	20,260	171,838	166,473	194,236
Fund Balance, End of Year	<u>\$ 20,260</u>	<u>\$ 171,838</u>	<u>\$ 166,473</u>	<u>\$ 194,236</u>	<u>\$ 83,906</u>

Five Year Revenue Test Using First In First Out Method

Available Revenue	2016-17	2017-18	2018-19	2019-20	2020-21
Current Year	20,260	171,838	166,474	194,236	83,906
Prior Year (2-yr Old Funds)	-	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	<u>\$ 20,260</u>	<u>\$ 171,838</u>	<u>\$ 166,474</u>	<u>\$ 194,236</u>	<u>\$ 83,906</u>

Result: Five Year Revenue Test met in accordance with Government Code 66001

Sunrise Douglas (SD) - Water

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21
REVENUES					
Fees	96,716	436,243	426,962	513,957	1,638,485
Interest	1,159	1,704	2,958	1,610	1,430
Other Revenues	-	-	-	-	-
Total Revenues	<u>97,875</u>	<u>437,947</u>	<u>429,920</u>	<u>515,566</u>	<u>1,639,915</u>
EXPENDITURES					
Expenditures	-	430,313	392,013	585,776	1,674,815
Transfer Out	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>430,313</u>	<u>392,013</u>	<u>585,776</u>	<u>1,674,815</u>
REVENUES OVER (UNDER) EXPENDITURES	97,875	7,634	37,908	(70,210)	(34,900)
Fund Balance, Beginning of Year	45,712	143,587	151,221	189,129	118,919
Fund Balance, End of Year	<u>143,587</u>	<u>151,221</u>	<u>189,129</u>	<u>\$ 118,919</u>	<u>\$ 84,020</u>

Five Year Revenue Test Using First In First Out Method

Available Revenue	2016-17	2017-18	2018-19	2019-20	2020-21
Current Year	143,585	151,219	189,127	118,919	84,020
Prior Year (2-yr Old Funds)	-	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	<u>\$ 143,585</u>	<u>\$ 151,219</u>	<u>\$ 189,127</u>	<u>\$ 118,919</u>	<u>\$ 84,020</u>

Result: Five Year Revenue Test met in accordance with Government Code 66001

Sunrise Douglas (SD) - Roadway

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21
REVENUES					
Fees	2,716,730	2,290,828	4,157,115	7,794,321	8,308,575
Interest	194,550	227,087	366,059	426,346	274,564
Other Revenues	1,200,000	-	-	-	-
Total Revenues	4,111,280	2,517,915	4,523,173	8,220,668	8,583,140
EXPENDITURES					
Expenditures	2,421,039	2,419,907	3,336,761	3,456,292	1,977,626
Transfer Out	-	-	-	-	-
Total Expenditures	2,421,039	2,419,907	3,336,761	3,456,292	1,977,626
REVENUES OVER (UNDER) EXPENDITURES	1,690,241	98,008	1,186,412	4,764,376	6,605,514
Fund Balance, Beginning of Year	17,792,298	19,482,539	19,580,547	20,766,959	25,531,335
Fund Balance, End of Year	\$ 19,482,539	\$ 19,580,547	\$ 20,766,959	\$ 25,531,335	\$ 32,136,849

Five Year Revenue Test Using First In First Out Method

Available Revenue	2016-17	2017-18	2018-19	2019-20	2020-21
Current Year	4,111,280	2,517,915	4,906,434	8,220,668	8,583,140
Prior Year (2-yr Old Funds)	3,057,146	4,111,280	2,517,915	2,517,915	4,906,434
Prior Year (3-yr Old Funds)	1,781,651	3,057,146	4,111,280	4,111,280	2,517,915
Prior Year (4-yr Old Funds)	2,610,609	1,781,651	3,057,146	3,057,146	4,111,280
Prior Year (5-yr Old Funds)	4,603,706 ⁽¹⁾	2,610,609 ⁽¹⁾	1,781,651 ⁽¹⁾	1,781,651 ⁽¹⁾	3,057,146 ⁽¹⁾
Greater than Five Prior Fiscal Years	3,318,147	5,501,946	4,775,794	5,842,675	8,960,935 ⁽¹⁾
Total Revenues	\$ 19,482,539	\$ 19,580,547	\$ 21,150,220	\$ 25,531,335	\$ 32,136,849

(1) The Sunrise Douglas Park Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for the future roadway improvements necessary to serve the growing population within the Sunrise Douglas Community Plan Area and therefor must be retained until enough fees have been collected to start construction of the various roadway projects.

Result: Five Year Findings required in accordance with Government Code 66001 to be approved as part of current year report.

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2016-17	2018-19	2019-20	2020-21
REVENUES					
Fees	121,405	101,552	195,348	357,436	370,841
Interest	9,019	9,796	17,445	23,084	13,916
Other Revenues	-	-	-	-	264,981
Total Revenues	130,424	111,348	212,792	380,521	649,738
EXPENDITURES					
Expenditures	169,450	60,507	30,804	143,029	87,338
Transfer Out	-	-	-	-	-
Total Expenditures	169,450	60,507	30,804	143,029	87,338
REVENUES OVER (UNDER) EXPENDITURES	(39,026)	50,842	181,988	237,492	562,400
Fund Balance, Beginning of Year	867,033	828,008	878,849	1,060,838	1,298,329
Fund Balance, End of Year	828,008	878,849	\$ 1,060,838	\$ 1,298,329	\$ 1,860,729

Five Year Revenue Test Using First In First Out Method

Available Revenue	2016-17	2016-17	2018-19	2019-20	2020-21
Current Year	130,424	111,348	212,792	380,521	649,738
Prior Year (2-yr Old Funds)	144,028	130,424	111,348	111,348	212,792
Prior Year (3-yr Old Funds)	95,312	144,028	130,424	130,424	111,348
Prior Year (4-yr Old Funds)	104,273	95,312	144,028	144,028	130,424
Prior Year (5-yr Old Funds)	97,912 ⁽¹⁾	104,273 ⁽¹⁾	95,312 ⁽¹⁾	95,312 ⁽¹⁾	144,028 ⁽¹⁾
Greater than Five Prior Fiscal Years	256,059 ⁽¹⁾	332,490 ⁽¹⁾	366,933 ⁽¹⁾	436,697 ⁽¹⁾	612,399 ⁽¹⁾
Total Revenues	\$ 828,007	\$ 917,875	\$ 1,060,837	\$ 1,298,329	\$ 1,860,729

(1) The Sunrise Douglas Program Admin Fund reports funds being held beyond the five-years as described by AB1600. These funds are being collected for the ongoing administrative cost and therefor must be retained for future cost.

Result: Five Year Findings required in accordance with Government Code 66001 to be approved as part of current year report.

Traffic Mitigation Impact Fee

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21
REVENUES					
Fees	3,851,428	1,373,633	1,774,403	2,291,789	2,438,640
Interest	211,962	253,654	400,159	369,215	162,169
Other Revenues	-	720	-	39,037	1,047,841
Total Revenues	4,063,390	1,628,008	2,174,563	2,700,041	3,648,650
EXPENDITURES					
Expenditures	1,075,372	1,476,435	1,910,560	8,389,095	2,133,479
Transfer Out	-	-	-	-	-
Total Expenditures	1,075,372	1,476,435	1,910,560	8,389,095	2,133,479
REVENUES OVER (UNDER) EXPENDITURES	2,988,018	151,572	264,002	(5,689,054)	1,515,170
Fund Balance, Beginning of Year	18,573,459	21,561,477	21,713,050	21,977,052	16,287,998
Fund Balance, End of Year	\$ 21,561,477	\$ 21,713,050	\$ 21,977,052	\$ 16,287,998	\$ 17,803,168

Five Year Revenue Test Using First In First Out Method

Available Revenue	2016-17	2017-18	2018-19	2019-20	2020-21
Current Year	4,063,390	1,628,008	2,174,563	2,700,041	3,648,650
Prior Year (2-yr Old Funds)	2,880,535	4,063,390	1,628,008	1,628,008	2,174,563
Prior Year (3-yr Old Funds)	1,144,114	2,880,535	4,063,390	4,063,390	1,628,008
Prior Year (4-yr Old Funds)	1,174,715	1,144,114	2,880,535	2,880,535	4,063,390
Prior Year (5-yr Old Funds)	3,397,828 ⁽¹⁾	1,174,715 ⁽¹⁾	1,144,114 ⁽¹⁾	1,144,114 ⁽¹⁾	2,880,535 ⁽¹⁾
Greater than Five Prior Fiscal Years	8,900,895 ⁽¹⁾	10,822,288 ⁽¹⁾	10,086,442 ⁽¹⁾	3,871,910 ⁽¹⁾	3,408,023 ⁽¹⁾
Total Revenues	\$ 21,561,477	\$ 21,713,050	\$ 21,977,052	\$ 16,287,998	\$ 17,803,168

(1) The Traffic Mitigation Fund reports funds being held beyond the five-years as described by AB1600. While projects are being completed on an annual basis, this fund is accumulation funds for the development and construction of a new interchange, a multi-million dollar project which is not expected to start construction in the next five year CIP funding cycle, therefor the funds must be retained until a funding level that allows construction to start has been reached.

Result: Five Year Findings required in accordance with Government Code 66001 to be approved as part of current year report.

Storm Drainage Impact Fee Program - Facilities

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21 ⁽¹⁾
REVENUES					
Fees	-	-	-	-	3,874,399
Interest	-	-	-	-	3,376
Other Revenues	-	-	-	-	-
Total Revenues	-	-	-	-	3,877,775
EXPENDITURES					
Expenditures	-	-	-	-	-
Transfer Out	-	-	-	-	-
Total Expenditures	-	-	-	-	-
REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-	3,877,775
Fund Balance, Beginning of Year	-	-	-	-	-
Fund Balance, End of Year	\$ -	\$ -	\$ -	\$ -	\$ 3,877,775

Five Year Revenue Test Using First In First Out Method

Available Revenue	2015-16	2016-17	2017-18	2018-19	2020-21 (1)
Current Year	-	-	-	-	3,877,775
Prior Year (2-yr Old Funds)	-	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ 3,877,775

(1) The Storm Drainage Impact Fee Program was implemented in FY 2020-21 and does not have 5 years worth of data to report at this time.

Result: Five Year Findings required in accordance with Government Code 66001 to be approved as part of current year report.

Storm Drainage Impact Fee Program - Administration

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21
REVENUES					
Fees	-	-	-	-	11,590
Interest	-	-	-	-	4
Other Revenues	-	-	-	-	-
Total Revenues	-	-	-	-	11,595
EXPENDITURES					
Expenditures	-	-	-	-	139
Transfer Out	-	-	-	-	-
Total Expenditures	-	-	-	-	139
REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-	11,455
Fund Balance, Beginning of Year	-	-	-	-	-
Fund Balance, End of Year	-	-	-	-	\$ 11,455

Five Year Revenue Test Using First In First Out Method

Available Revenue	2015-16	2016-17	2017-18	2018-19	2020-21
Current Year	-	-	-	-	11,595
Prior Year (2-yr Old Funds)	-	-	-	-	-
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	(139)
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ 11,455

(1) The Storm Drainage Impact Fee Program was implemented in FY 2020-21 and does not have 5 years worth of data to report at this time

Result: Five Year Findings required in accordance with Government Code 66001 to be approved as part of current year report.

Measure A Impact Fee

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21
REVENUES					
Fees	710,065	400,837	471,108	916,272	1,448,744
Interest	-	-	-	-	18,691
Other Revenues	-	-	-	-	-
Total Revenues	710,065	400,837	471,108	916,272	1,467,435
EXPENDITURES					
Expenditures	-	830,082	2,346,404	1,731,205	2,457,075
Transfer Out	-	-	-	-	-
Total Expenditures	-	830,082	2,346,404	1,731,205	2,457,075
REVENUES OVER (UNDER) EXPENDITURES	710,065	(429,245)	(1,875,296)	(814,933)	(989,640)
Fund Balance, Beginning of Year	2,411,608	3,121,673	2,692,428	817,132	2,199
Fund Balance, End of Year	\$ 3,121,673	\$ 2,692,428	\$ 817,132	\$ 2,199	\$ (987,441)

Five Year Revenue Test Using First In First Out Method

Available Revenue	2016-17	2017-18	2018-19	2019-20	2020-21
Current Year	710,065	400,837	471,108	2,199	(987,441)
Prior Year (2-yr Old Funds)	444,382	710,065	346,024	-	-
Prior Year (3-yr Old Funds)	354,601	444,382	-	-	-
Prior Year (4-yr Old Funds)	369,040	354,601	-	-	-
Prior Year (5-yr Old Funds)	381,561 ⁽¹⁾	369,040 ⁽¹⁾	-	-	-
Greater than Five Prior Fiscal Years	862,024 ⁽¹⁾	413,503 ⁽¹⁾	-	-	-
Total Revenues	\$ 3,121,673	\$ 2,692,428	\$ 817,132	\$ 2,199	\$ (987,441)

(1) The Measure A Transportation Improvements reports funds being held beyond the five-years as described by AB1600. These funds are being collected for the ongoing project cost and therefor must be retained for future cost.

Result: Five Year Revenue Test met in accordance with Government Code 66001

Sacramento Regional Transit Impact Fee

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21
REVENUES					
Fees	-	7,700	85,978	194,011	144,149
Interest	-	-	-	-	-
Other Revenues	-	-	-	-	-
Total Revenues	-	7,700	85,978	194,011	144,149
EXPENDITURES					
Expenditures	-	-	-	-	-
Transfer Out	-	-	-	-	-
Total Expenditures	-	-	-	-	-
REVENUES OVER (UNDER) EXPENDITURES	-	7,700	85,978	194,011	144,149
Fund Balance, Beginning of Year	-	-	7,700	93,678	93,678
Fund Balance, End of Year	\$ -	\$ 7,700	\$ 93,678	\$ 287,690	\$ 237,828

Five Year Revenue Test Using First In First Out Method

Available Revenue	2016-17	2017-18	2018-19	2019-20	2019-20
Current Year	-	7,700	85,978	194,011	144,149
Prior Year (2-yr Old Funds)	-	-	7,700	7,700	85,978
Prior Year (3-yr Old Funds)	-	-	-	-	7,700
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	85,978	-
Total Revenues	\$ -	\$ 7,700	\$ 93,678	\$ 287,690	\$ 237,828

Note: The City did not start collecting the SacRT fee until May 2018 therefore there is not 5 years of history to report at this time.

Result: Five Year Revenue Test met in accordance with Government Code 66001

Low Income Housing Impact Fee

Statement of Revenues, Expenditures and Changes in Fund Balance
For Last Five Fiscal Years

Description	2016-17	2017-18	2018-19	2019-20	2020-21
REVENUES					
Fees	96,134	73,433	51,003	117,936	35,498
Interest	18,524	20,669	523	1,775	2,329
Other Revenues	496,939	1,222,499	175,000	50,000	-
Total Revenues	611,597	1,316,601	226,526	169,711	37,826
EXPENDITURES					
Expenditures	162,879	82,991	175,000	-	-
Transfer Out	-	-	-	-	-
Total Expenditures	162,879	82,991	175,000	-	-
REVENUES OVER (UNDER) EXPENDITURES	448,718	1,233,610	51,526	169,711	37,826
Fund Balance, Beginning of Year	(1,685,284)	(1,236,566)	(2,956)	48,570	218,281
Fund Balance, End of Year	\$ (1,236,566)	\$ (2,956)	\$ 48,570	\$ 218,281	\$ 256,107

Five Year Revenue Test Using First In First Out Method

Available Revenue	2016-17	2017-18	2018-19	2019-20	2020-21
Current Year	-	-	48,570	218,281	207,537
Prior Year (2-yr Old Funds)	-	-	-	-	48,570
Prior Year (3-yr Old Funds)	-	-	-	-	-
Prior Year (4-yr Old Funds)	-	-	-	-	-
Prior Year (5-yr Old Funds)	-	-	-	-	-
Greater than Five Prior Fiscal Years	-	-	-	-	-
Total Revenues	\$ -	\$ -	\$ 48,570	\$ 218,281	\$ 256,107

Result: Five Year Revenue Test met in accordance with Government Code 66001

Notes to the Annual Development Impact Fee Report

The Notes address two items required by California Government Code Section 66006(b). Notes 1-3 provides information on any interfund transfer or loans made from a development fee account or fund, including the public improvement on which the transferred or loaned fee will be expended. In the case of an interfund loan, the date on which the loan will be repaid and the rate of interest the account or fund will receive on the loan is also provided. Note 4 provides information on the amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

NOTE #1 - 2017 SERIES A & B REFUNDING CERTIFICATES OF PARTICIPATION

On January 25, 2017 \$11,925,000 and \$4,470,000 in Refunding Certificated of Participation (COP's) were issued by the Rancho Cordova Finance Corporation (the "Corporation") to refund both the 2005 & 2007 Certificates of Participations, which were issued for City Hall Facility Acquisition and City Operations. Principal payments of \$190,000 to \$1,235,000 are due annually on February 1st through February 1, 2035. Concurrently, the City entered into a facilities lease agreement with the Corporation for the use and occupancy of the facilities. The lease agreement requires the City to make rental payments to the Corporation equal to the Certificates of Participation's principal and interest payments.

The CFF - Community Facilities Fee is responsible for 62.5% of the principal and interest attributable to the tax-exempt COP's (2017 A). As of June 30, 2020, the CFF - Community Facilities Fee gross repayment obligation, including interest, totaled \$10,419,066. During FY 2020-21 the CFF - Community Facilities Fee made payments totaling \$337,275, including bank fees.

Future payments on these COP's are as follows:

Long Term Debt Obligation			
at June 30, 2021			
For the Year Ending June 30	2017 Series A & B		
	CFF - Community Facilities Obligation		
	Principal	Interest	Total
2022	-	336,780	336,780
2023	-	336,780	336,780
2024	368,750	336,780	705,530
2025	506,250	322,030	828,280
2026	531,250	296,717	827,967
2027-2031	3,078,125	1,058,117	4,136,242
2032-2035	2,968,750	278,738	3,247,488
Total Payments Due	7,453,125	2,965,941	10,419,066

Development Impact Fee Report

NOTE #2 – DEFERRED IMPACT FEES

In May 2008, the City enacted a Temporary Fee Deferral Program for certain development impact fees. This program allows residential and non-residential developers to defer eligible impact fees normally paid at the time of building permit issuance to the earlier of final inspection, issuance of temporary or final certificate of occupancy, or one-year from the date the fee deferral application was approved. Although originally set to expire after one year, through various Council actions, the program has been modified to remove the sunset date.

Developer impact fees deferred at June 30, 2021 are as follows:

DEVELOPMENT IMPACT FEE DEFERRALS			
at June 30, 2021			
Fee Program	Residential		Non-Residential
	Single Family	Multi-Family	All Types
Community Facility Fee - Library	102,438.44	-	-
Park Renovation Fee	85,627.86		
SD Interim Sewer Impact Fee	60,393.26		
SD Supplemental Offsite Water Fee	87,565.72		
SD Traffic Mitigation Fee	687,590.03		
SD Administration Fee	6,229.77		
Transportation Impact Fee	446,146.82		
Total Fees Deferred	\$ 1,475,991.90	\$ -	\$ -

NOTE #3 – REFUNDS PAYABLE *As defined by California Government Code Section 66006 (b)*

When the City no longer needs the funds for the purposed collected, or if the City fails to make required findings or perform certain administrative tasks prescribed by AB1600, the City may be required to refund, on a prorated basis, to property owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds.

At this time, all fees being collected pursuant to the Development Impact Fee Program(s) have been earmarked for current or future capital projects necessary to maintain the current levels of service within existing services area to serve new development.

Development Impact Fee Report

Development Fee Project Identification - California Government Code Section

66006 and 66001 require the City to make certain findings and meet reporting requirements on the use of development fees.

The following table, on pages 28-30, illustrates several of the reporting requirements defined in the Legal Requirement section on pages 1-3.

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- Identify the purpose to which the fee is to be put.
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

Most of the current projects including all funding sources and approximate dates on funding can be found in the 2019/20 - 2023/24 Capital Improvement Program (CIP). Some projects identified as "Future" in the Project Phase column will not be identified in the CIP but will be found in the corresponding Development Fee Program instead.

Information regarding completed projects which received full or partial funding from development impact fees can be obtained by contacting the Finance Department.

ITEM 11.11.

City of Rancho Cordova

Exhibit A to the Resolution

Development Fee Program Identification - Active & Future Projects

						Development Impact Fees		
Project Number	Current Project(s)	Project Phase (1)	Estimated Start Date	Completion Date	Estimated Project Cost	Budget to Date (2)	Funding to Date (2)	Attrib. to New Dev
Community Facility Fee - Community Facilities								
	Administrative Duties associated with Community Facilities Fee Program (inc. updates)	Admin	2004	Post 2022-23	n/a	1,052,000	1,052,000	100%
	Animal Control Vehicles	Future	Post 2022-23	Post 2022-23	106,000	-	-	63%
	City Hall Cost	Future	Post 2022-23	Post 2022-23	54,856,000	-	-	63%
	Community Center	Future	Post 2022-23	Post 2022-23	46,834,000	-	-	63%
	Corporation Yard	Future	Post 2022-23	Post 2022-23	26,291,000	-	1,026,842	63%
	Debt Service Payment(s) - Refunding COPS 2017 A&B	Debt Service	2017	2035	23,750,647	14,844,155	1,331,913	63%
	Hansen Computer System	Future	Post 2022-23	Post 2022-23	1,310,000	-	-	63%
	Museum	Future	Post 2022-23	Post 2022-23	19,993,000	-	-	63%
	Parking Structure	Future	Post 2022-23	Post 2022-23	16,571,000	-	-	63%
	Police Facilities	Future	Post 2022-23	Post 2022-23	56,085,000	-	-	63%
	Police Vehicles & Equipment	Future	Post 2022-23	Post 2022-23	4,172,000	-	-	63%
Total Community Facility Fee - Community Facilities					\$ 249,968,647	\$ 15,896,155	\$ 3,410,756	
Community Facility Fee - Library								
	Administrative Duties	Admin	2004	Post 2022-23	n/a	69,940	69,940	100%
	Regional Library Facility	Future	Post 2022-23	Post 2022-23	43,858,000	-	-	79%
Total Community Facility Fee - Library					\$ 43,858,000	\$ 69,940	\$ 69,940	
Sunrise Douglas - Interim Sewer								
	Anatolia I & II Sewer Forcemain	Reimb/Credit	2015	N/A	1,197,772	1,197,772	590,000	100%
	Anatolia III Sewer Forcemain	Reimb/Credit	2003	N/A	1,766,886	1,766,886	1,992,028	100%
	Chrysanthy Blvd Lift Station	Future	Post 2022-23	Post 2022-23	1,466,569	-	-	16%
	Chrysanthy Blvd Trunk Sewer	Future	Post 2022-23	Post 2022-23	1,506,556	-	-	28%
CP16-2181	Douglas Blvd Lift Station	Construction	2016	2017	1,730,000	1,730,000	531,238	100%
	Douglas Blvd Lift Station	Reimb/Credit	2017	N/A	1,573,034	1,573,034	733,656	100%
	Folsom South Canal Crossing: Sewer Costs	Future	Post 2022-23	Post 2022-23	1,545,991	-	-	19%
	Kiefer Lift Station	Reimb/Credit	2003	N/A	1,431,280	1,431,280	1,428,040	100%
	Sewer Forcemain: Chrysanthy Blvd Lift Station to Mayhew Road Outfall	Future	Post 2022-23	Post 2022-23	5,802,192	-	-	17%
	Sewer Forcemain: Douglas Lift station to Chrysanthy Blvd	Reimb/Credit	2003	N/A	660,607	660,607	501,929	100%
	Sewer Studies	Future	Post 2022-23	Post 2022-23	30,000	-	-	100%
Total Sunrise Douglas - Interim Sewer					\$ 18,710,887	\$ 8,359,579	\$ 5,776,891	
Sunrise Douglas - Suppl Offsite Water								
	Anatolia GTWP, Excelsior Raw Water Line, Vineyard Wells 1-3	Reimb/Credit	2003	2007	29,771,437	7,015,347	6,440,468	24%
	Folsom South Canal Crossing: Water Costs	Future	Post 2022-23	Post 2022-23	1,566,583	-	-	18%
	North Douglas Tank Site Land	Reimb/Credit	2003	2007	1,386,000	969,000	1,028,333	100%
	Vineyard Wells 4-7	Future	Post 2022-23	Post 2022-23	3,520,000	-	-	10%
Total Sunrise Douglas - Suppl Offsite Water					\$ 36,244,020	\$ 7,984,347	\$ 7,468,801	
Sunrise Douglas - Roadway (Fund 2246)								
CP08-2063	Americanos Blvd, Douglas Rd to Chrysanthy Blvd	Construction	2008	Post 2022-23	3,052,000	3,052,000	411,754	100%
CP05-2003	Rancho Cordova Parkway Interchange	Environmental	2005	Post 2022-23	100,000,000	500,000	561,562	100%
	Americanos Blvd Phase II, Chrysanthy Blvd to Kiefer Blvd	Future	Post 2022-23	Post 2022-23	3,423,000	3,326,000	-	97%
CP06-2022	Chrysanthy Blvd, Sunrise Blvd to Rancho Cordova Pkwy	Construction	2006	2019	3,762,000	3,334,000	3,372,883	89%
	Chrysanthy Blvd Phase II, Rancho Cordova Pkwy to Grant Line Rd	Future	Post 2022-23	Post 2022-23	10,431,000	10,431,000	-	100%
CP06-2024	Douglas Road Phase I, Rancho Cordova Pkwy to Borderlands Dr	Reimb/Credit	2006	2015	2,146,000	2,146,000	2,389,626	100%
CP13-2124	Douglas Road & Grantline Rd Traffic Signal	Construction	2013	2018	1,819,200	1,043,200	701,986	57%
CP07-2032	Douglas Road, Americanos Blvd to Grant Line Rd	Planned	Post 2022-23	Post 2022-23	6,585,000	4,961,000	1,960,086	75%
CP10-2083	Douglas Road, Rancho Cordova Pkwy to Americanos Blvd	Construction	2010	2018	8,200,000	8,200,000	2,766,515	100%
CP09-2074	Kiefer Blvd Phase II, Sunrise Blvd to Grant Line Rd	Planned	Post 2022-23	Post 2022-23	9,332,000	10,000	78	0%
CP07-2036	Kiefer Blvd, Sunrise Blvd to Jaeger Road	Reimb/Credit	2007	Post 2022-23	7,510,626	4,026,526	4,026,526	86%
CP07-2035	Rancho Cordova Parkway, Douglas Rd to Kiefer Blvd	Reimb/Credit	2006	Post 2022-23	11,857,800	11,228,500	3,714,531	95%
CP11-2100	Sunrise Blvd Widening and Intersection Improvements, Keifer Blvd to State Rte. 16	Preliminary	2011	2020	13,000,000	1,231,000	110,178	9%
CP06-2028	Sunrise Blvd, Douglas Rd to Kiefer Blvd	Reimb/Credit	2006	Post 2022-23	16,334,786	16,180,038	16,180,038	92%
PM21-7373	FY 2020-21 Project Development	Planning	2020	2022	61,275	1,988	1,988	3%
PM21-7374	FY 2020-21 Transporation Master Plan Development Project	Planning	2020	2022	84,233	7,003	7,003	8%
Total Sunrise Douglas - Roadway					\$ 94,401,413	\$ 66,117,264	\$ 36,204,756	

ITEM 11.11.

City of Rancho Cordova

Exhibit A to the Resolution

Development Fee Program Identification - Active & Future Projects

						Development Impact Fees		
Project Number	Current Project(s)	Project Phase ⁽¹⁾	Estimated Start Date	Completion Date	Estimated Project Cost	Budget to Date ⁽²⁾	Funding to Date ⁽²⁾	Attrib. to New Dev
Sunrise Douglas - Admin								
	Administrative Duties associated with the Sunrise Douglas Fee Program	Admin	2004	Post 2022-23	n/a	1,716,176	1,716,176	100%
Total Sunrise Douglas - Admin					\$ -	\$ 1,716,176	\$ 1,716,176	
Traffic Mitigation - Impact Fee (Fund 2250)								
	Americanos Blvd Phase II, Chrysanthy Blvd to Kiefer Blvd	Future	Post 2022-23	Post 2022-23	3,423,000	97,000	-	3%
	Americanos Blvd Phase III, International Dr to Douglas Rd	Future	Post 2022-23	Post 2022-23	9,247,000	9,247,000	-	100%
	Centennial Drive, International Drive to Grant Line Road	Future	Post 2022-23	Post 2022-23	10,348,000	10,348,000	-	100%
CP07-2032	Douglas Road, Americanos Blvd to Grant Line Rd	Planned	Post 2022-23	Post 2022-23	6,585,000	1,586,000	109,033	24%
CP13-2111	Douglas Road - Sunrise to Wst City Boundary	Preliminary	2013	Post 2022-23	16,512,000	62,000	75,614	0%
CP13-2124	Douglas Road and Grant Line Road Traffic Signal	Construction	2013	2018	1,819,200	73,600	72,025	4%
CP11-2093	Easton Valley Parkway (6th Ave), Sunrise Blvd to City Limits	Planned	Post 2022-23	Post 2022-23	10,192,000	10,192,000	-	100%
CP09-2069	International Drive, Sunrise Blvd to Rancho Cordova Pkwy Loop	Planned	Post 2022-23	Post 2022-23	46,700,000	46,700,000	-	100%
CP09-2074	Kiefer Blvd Phase II, Sunrise Blvd to Grant Line Rd	Planned	Post 2022-23	Post 2022-23	9,332,000	9,322,000	-	100%
CP07-2036	Kiefer Blvd, Sunrise Blvd to Jaeger Road	Reimb/Credit	2007	Post 2022-23	7,510,626	2,527,593	2,527,593	86%
CP15-2161	Pedestrian Promenade Construction	Planned	2015	Post 2022-23	8,500,000	670,000	30,701	8%
CP07-2035	Rancho Cordova Parkway, Douglas Rd to Kiefer Blvd	Reimb/Credit	2006	Post 2022-23	11,857,800	629,300	-	5%
CP05-2003	Rancho Cordova Parkway Interchange	Environmental	2005	Post 2022-23	100,000,000	8,082,000	4,577,543	8%
	Rancho Cordova Parkway South, Kiefer Blvd to Grant Line Rd	Future	Post 2022-23	Post 2022-23	3,876,000	3,876,000	-	100%
CP09-2070	Rio Del Oro Parkway, Sunrise Blvd to White Rock Rd	Planned	Post 2022-23	Post 2022-23	12,024,000	12,024,000	-	100%
CP11-2100	Sunrise Blvd Widening and Intersection Improvements, Keifer Blvd to State Rte. 16	Preliminary	2011	2020	13,000,000	47,000	42,175	1%
CP13-2116	Traffic Management Center	Construction	2014	2018	5,539,000	1,302,000	1,279,229	24%
	Villagio, Douglas Rd to White Rock Rd	Future	Post 2022-23	Post 2022-23	2,608,000	2,608,000	-	100%
CP15-2146	White Rock Road and Gold Valley Dr Signal and Intersection Improvements	Design	2014	2018	900,000	350,000	324,764	39%
CP07-2055	White Rock Road Improvements Phase I, Sunrise to Rancho Cordova Pkwy	Design	2007	Post 2022-23	18,366,000	6,987,000	3,762,660	38%
CP14-2132	Zinfandel Complex Phase I Feasibility Study	Construction	2013	2020	12,585,000	8,147,000	7,872,293	65%
CP20-2201	Zinfandel Pedestrian & Bicycle Crossing	Design	2020	Post 2022-23	3,815,000	219,000	92,086	6%
PM21-7373	FY 2020-21 Project Development	Planning	2020	2022	61,275	59,287	59,287	97%
PM21-7374	FY 2020-21 Transporation Master Plan Development Project	Planning	2020	2022	84,233	41,647	41,647	49%
PM21-7399	FY 2020-21 Transportation Impact Fee Program Update	Planning	2020	2022	530,000	514,000	292,627	97%
Total Traffic Mitigation - Impact Fee					\$ 307,501,626	\$ 134,780,493	\$ 21,159,274	
Traffic Mitigation - Admin								
	Administrative Duties associated with Traffic Mitigation Fee Program (including updates)	Admin	2004	Post 2022-23	n/a	715,550	715,550	100%
CP09-2067	Villages of Zinfandel Traffic Signals	Construction	2009	2019	1,411,000	11,000	2,244	1%
PM20-7351	FY 19/20 & 20/21 PW Project Impact Fee Tracking	Planning	2019	2021	2,251,339	502,500	186,288	22%
PM20-7392	SB743 Analysis	Planning	2019	2021	76,349	38,018	62,382	50%
PM21-7399	FY 2020-21 Transportation Impact Fee Program Update	Planning	2021	2022	530,000	16,000	6,000	3%
Total Traffic Mitigation - Admin					\$ 1,411,000	\$ 1,283,068	\$ 972,464	
Storm Drain Impact Fee Program - Admin								
PM21-7418	PW Project Impact Fee Tracking	Planning	2021	2022	139	139	139	100%
Measure A - Transportation Improvements (Administered by Sacramento Transportation Administration)								
CP18-2190	Cordova Creek Multi Use Trail Feasibility Study	Planned	2018	2018	152,600	25,000	55,716	16%
CP06-2022	Chrysanthy Blvd, Sunrise Blvd to Rancho Cordova Pkwy	Construction	2006	2019	3,762,000	356,000	-	9%
CP20-2200	Cordova School Zones	Planning	2020	Post 2022-23	315,000	315,000	150,606	100%
CP16-2175	Folsom Blvd Complete Street Phase V (Bradshaw Rd to Horn Rd)	Design	2016	2019	4,110,000	3,000,000	1,126,436	73%
CP14-2129	Folsom Blvd Enhancement - Phase IV	Construction	2014	2018	8,249,135	3,398,215	1,400,092	41%
CP14-2139	Folsom Blvd Sidewalk South from Rod Beaudry to East of Horn Road	Construction	2014	2019	770,000	770,000	979,757	100%
CP18-2196	Olson Island Plan	Planning	2018	Post 2022-23	180,000	25,000	58,989	14%
CP16-2169	Rod Beaudry - Routier Bikeway Project	Construction	2016	Post 2022-23	2,498,000	91,913	47,551	4%
CP18-2195	Safe Routes to School Plan	Planning	2018	Post 2022-23	280,000	35,000	55,000	13%
CP19-2189	Sidewalk Repair Program	Planning	2019	Post 2022-23	240,000	50,000	32,177	21%
CP20-2199	Sunrise Boulevard & Folsom Boulevard	Construction	2020	Post 2022-23	165,000	60,000	42,461	36%
CP15-2148	Sunrise Boulevard & Monier Circle Drainage Improvements	Planned	2015	Post 2022-23	2,000,000	-	11,321	0%
CP18-2187	Sunrise Boulevard Rehabilitation - Phase I	Construction	2018	Post 2022-23	10,603,171	1,273,278	2,600,863	12%
CP20-2215	Systemic Safety Analysis: Zinfadel and Coloma Corridors	Planning	2020	2021	29,846	29,846	30,316	100%
CP20-2216	Local Road Safety Plan	Planning	2020	2022	90,000	72,000	4,062	80%

ITEM 11.11.

City of Rancho Cordova

Exhibit A to the Resolution

Development Fee Program Identification - Active & Future Projects

						Development Impact Fees			
Project Number	Current Project(s)	Project Phase ⁽¹⁾	Estimated Start Date	Completion Date	Estimated Project Cost	Budget to Date ⁽²⁾	Funding to Date ⁽²⁾	Attrib. to New Dev	
Measure A - Transporation Improvements - Continued									
CP21-2213	Sidewalk Improvement	Planning	2020	2021	150,000	50,000	2,446	33%	
CP18-2192	Systemic Safety Study	Planning	2018	Post 2022-23	83,000	20,000	11,118	24%	
CP20-2208	2020 Sidewalk Program	Construction	2020	2021	460,561	50,000	42,196	11%	
PM21-7375	FY 2020-21 Bikeway Master Plan Implementation	Admin	2020	2022	34,758	34,758	34,758	100%	
PM21-7376	FY 2020-21 ITS Project Development	Admin	2020	2022	6,391	1,283	1,283	20%	
PM21-7377	FY 2020-21 NTMP Development	Admin	2020	2022	745	745	745	100%	
PM21-7378	FY 2020-21 Traffic Control and Safety Program	Admin	2020	2022	139,304	79,294	79,294	57%	
PM21-7401	Pedestrian and Bicycle Safety	Admin	2020	2022	36,000	6,000	4,054	17%	
Total Measure A - Transportation Improvements					\$ 34,355,510	\$ 9,743,331	\$ 6,771,238		
Sacramento Regional Transit Impact Fee									
	Horn Road LRT Station (City Allocation Only)	Planning	2018	Post 2022-23	250,000	250,000	-	100%	
Total Sacramento Regional Transit Fee					\$ 250,000	\$ 250,000	\$ -		
Housing Trust Development Impact Fee									
	Administrative Duties associated with Housing Program	Admin	2007	Post 2022-23	n/a	142,316	142,316	100%	
Total Housing Trust Development Impact Fee					\$ -	\$ 142,316	\$ 142,316		

MEMORANDUM



ITEM 11.12.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Senior Finance Analyst
SUBJECT: **SECOND READING OF AN ORDINANCE OF THE CITY OF RANCHO CORDOVA LEVYING A SPECIAL TAX WITHIN THE CITY OF RANCHO CORDOVA THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1**

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Waive the second reading and adopt the Ordinance.

BACKGROUND

At the meeting on October 18, 2021, the City initiated the process of forming the City of Rancho Cordova The Ranch Community Facilities District 2021-1 for The Ranch Development Project; a project which is an approximately 530 mixed use acre parcel located south of Douglas Boulevard, east of Rancho Cordova Parkway, north of the approved Suncreek Specific Plan, and west of Grantline 208 and Arista Del Sol subdivisions. The development anticipates 1,690 total lots consisting of 1,437 market rate/age qualified, 215 multi-family residential (affordable) and 38 multi-family residential. The proposed CFD will include 732 market rate and 705 age qualified lots, the multi-family units are not intended to be taxed as part of the CFD. While the CFD will be formed over the full development project, the CFD will be phased in through the use of Improvement Areas. The first Improvement Area will include 467 market rate lots ranging in size from 30' x 78' and 50' x 105' in size.

Community Facilities Districts are commonly used throughout California to finance infrastructure and services in new development areas. The CFD is proposed to have a facilities special tax that will be levied on residential property within the development until all bonds issued by the district have been fully repaid. The facilities special tax within the first Improvement Area will range between \$1,397 and \$2,129 per single family unit, in the base year, and will increase at a rate of 2% per year for the life of the tax. The special tax will be authorized to support up to \$86,470,000 in bonds, the proceeds of which will be used to finance the acquisition and construction of, and the payment of fees for, public facilities in and for the Community Facilities District.

The Resolution of Intention adopted by the City Council on October 18, 2021 set December 6, 2021 at 5:30 pm, or as soon thereafter as the matter may be heard, for the hearing on the actual formation of the CFD and the levy of the special tax and the sale of bonds. On December 6, 2021, the City Council waived the first reading and passed to a second reading the Ordinance levying a Special Tax within the CFD.

Taking the above actions will conclude the formation process for the CFD. The approval of bond documentation, which provides for the issuance of the anticipated CFD bonds, will be the subject of a future meeting.

FISCAL IMPACT AND FUNDING SOURCE

This action will establish a special tax rate for The Ranch development project and does not have a fiscal impact to existing residents.

ATTACHMENT(S)

1. Ordinance

CITY COUNCIL OF THE CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2021

**ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF RANCHO CORDOVA LEVYING A SPECIAL TAX WITHIN
CITY OF RANCHO CORDOVA
THE RANCH COMMUNITY FACILITIES DISTRICT NO. 2021-1**

**THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA (The "CITY") DOES ORDAIN
AS FOLLOWS:**

Section 1. Purpose and Declarations.

WHEREAS, Pursuant to Government Code Sections 53328 and 53340, and in accordance with the Rate and Method of Apportionment of Special Tax (the "Special Tax Formula") as shown in Exhibit C to a resolution titled "A Resolution of the City Council of the City of Rancho Cordova, State of California, to Form a Community Facilities District and to Levy a Special Tax in City of Rancho Cordova The Ranch Community Facilities District No. 2021-1" ("Resolution of Formation") adopted by this City Council on December 6, 2021, a special tax is hereby levied on all taxable parcels within City of Rancho Cordova The Ranch Community Facilities District No. 2021-1 (the "District") for the 2022-23 tax year and for all subsequent years of the authority to levy this special tax.

WHEREAS, the Administrative Services Director of the City is directed, with the aid of the appropriate officers and agents of the City, to implement the provisions of the Special Tax Formula and to prepare each year, without further action of this City Council, the special tax roll for the District and to provide as necessary information to the Sacramento County Auditor in the form, and in the proper time, necessary to effect the proper billing and collection of the special tax on the secured property tax roll of the County, which may include a billing of the special tax for fiscal year 2022-23 without regard to the timing of the issuance of bonds for the District and the circumstance that bonds are not issued as of the date of submission to the County for billing; alternatively, pursuant to the Resolution of Formation, the special tax for fiscal year 2022-23 and subsequent years may, at the option of the City, be billed directly to owners of property in the District by the Administrative Services Director of the City or other official of the City and need not be collected on the County secured property tax roll.

WHEREAS, the appropriate officers and agents of the City and of the County of Sacramento are authorized to make adjustments to the special tax roll prior to the final posting of the special taxes to the County tax roll each year, as may be necessary to achieve a correct match of the special tax levy with the assessor's parcel numbers finally utilized by the County in sending out property tax bills.

WHEREAS, the City agrees that the County of Sacramento may deduct its reasonable and agreed charges for collecting the special tax from the amounts collected, prior to remitting the balance of the special tax collections to the City.

WHEREAS, if for any cause any portion of this ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the

balance of this ordinance, and the application of the special tax to the remaining parcels, shall not be affected.

Section 2. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM

ITEM 12.1.



DATE: December 20, 2021

TO: Honorable Mayor and Council Members

FROM: June Cowles, Senior Planner

SUBJECT: THE RANCH PHASE II: VILLAGE 8 MAJOR DESIGN REVIEW PROJECT NO. PLND 0921-0009

PROPERTY OWNER: K. Hovnanian at Jaeger Ranch LLC 3721 Douglas Boulevard, Suite 150 Roseville, CA 95661	APPLICANT/DEVELOPER: K. Hovnanian at Jaeger Ranch LLC 3721 Douglas Boulevard, Suite 150 Roseville, CA 95661
PROJECT:	Applicant is requesting a Major Design Review for the Ranch Phase II: Village 8. The design review includes rear alley loaded 4 floor plans with 3 architectural styles for each plan.
FILE:	PLND 0921-0009
LOCATION:	Located within The Ranch Special Planning Area. South of Douglas Road and east of Rancho Cordova Parkway
ZONING:	The Ranch Special Planning Area (Residential)
APN:	067-2410-001-0000
PLANNER:	June Cowles, Senior Planner

RECOMMENDATION

Determine the project Exempt per CEQA Guidelines Section 15182, Residential Projects Pursuant to a Specific Plan and Adopt the Resolution for the Ranch Phase II: Village 8 Major Design Review.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Major Design Review to include 4 floor plans located within The Ranch Special Planning Area Phase II: Village 8. Approval would allow the applicant to pursue necessary building permits for new construction.

BACKGROUND / PROJECT HISTORY

Approved in February 2020, The Ranch Special Planning Area (SPA) is a project that includes mixed use development on approximately 530 acres east of Rancho Cordova Parkway and south of Douglas Boulevard **Figure 1: The Ranch SPA Location.**

Figure 1: The Ranch SPA Location



The February 2020 project approval included the following entitlements:

- General Plan Amendment
- Rezone
- Development Agreement
- Affordable Housing Plan
- Large Lot and Small Lot Tentative Subdivision Map
- California Environmental Quality Act Environmental Impact Report.

Small Lot Subdivision Map

The small lot subdivision plan includes a public/market rate (yellow) neighborhood and a private (purple) neighborhood location. **Figure 2: Small Lot Subdivision Neighborhood Location.** The Ranch Phase II: Villages 8 is located within the public/market rate (yellow) area. **Figure 3: Phase II: Village 8 Location.**

Figure 2: Public and Private Neighborhood Location

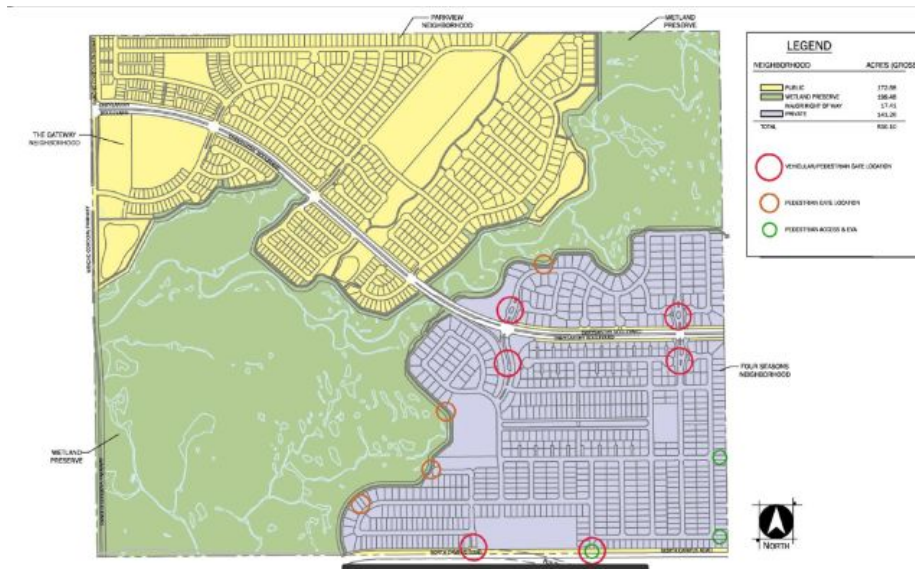
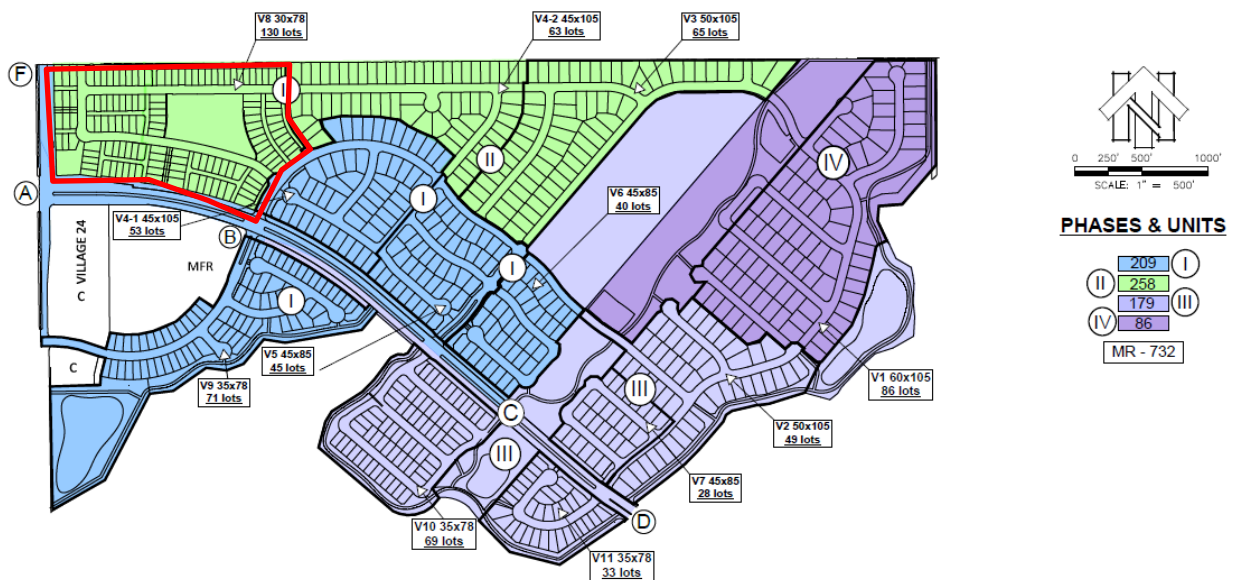


Figure 3: The Ranch Phase II: Village 8 Location



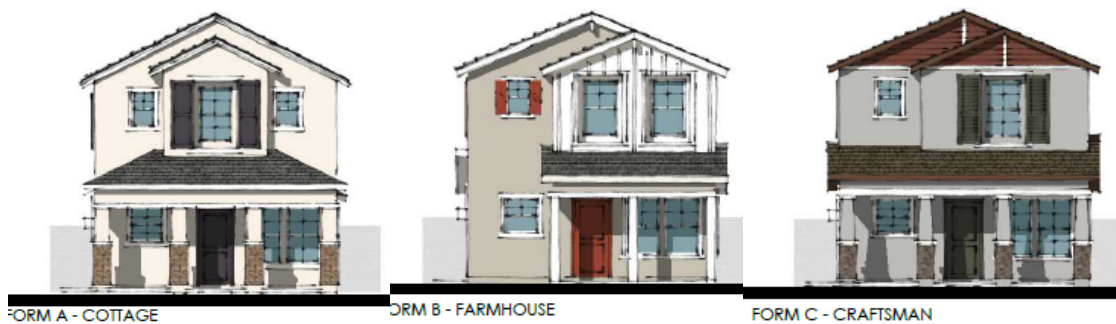
PROPOSED PROJECT:

The applicant, K Hovnanian Homes, is proposing a Major Design Review for 4 rear loaded alley home plans with 3 architectural styles for each plan. **Figure 4: Village 8 Streetscape and Front Elevations.** **Figure 5: Rear (Alley) Elevations.** Village 8 includes 130 rear loaded alley lots. The lot sizes within Village 8 are on average 30 feet by 78 feet: (2,340 square feet).

Figure 4: Streetscape View and Front Elevations



Plan 1: 1,727 square feet, Cottage, Farmhouse, Craftsman Elevation



Plan 2: 1,856 square feet Cottage, Farmhouse, Craftsman Elevation



Plan 3: 1,906 square feet Cottage, Farmhouse, Craftsman Elevation



Plan 4: 2,028 square feet Cottage, Farmhouse, Craftsman Elevation



Figure 5: Rear (Alley) Elevations



Enhanced Elevations

The proposed home plans include “enhanced elevations” for home side elevations that face a public right-of-way (corner lots). The enhanced side elevations include shutters and an additional roof pitch, which is reflected on the front and rear elevations. **Figure 6: Enhanced Elevations.**

Figure 6: Elevations Enhanced

Front Elevations Enhanced



D - COTTAGE ENHANCED



E - FARMHOUSE ENHANCED

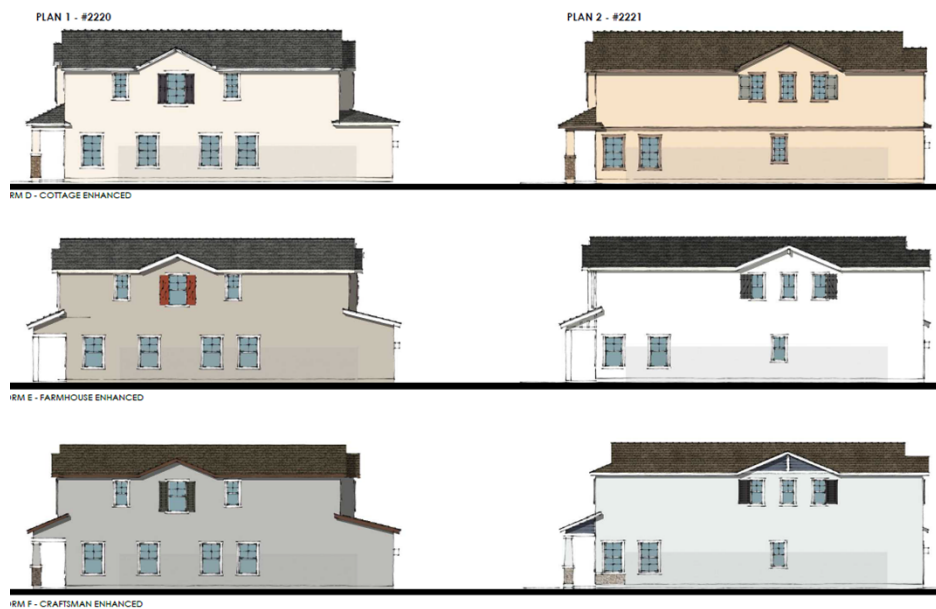


F - CRAFTSMAN ENHANCED

Rear Elevations Enhanced



Side Elevations Enhanced:





Side Interior Elevations

The side interior elevations will face adjacent homes that include one side with several windows and one side with a “blind” wall or minimal windows. **Figure 7: Side Interior Elevations.**

Figure 7: Side Interior Elevations





ANALYSIS:

GENERAL PLAN CONSISTENCY:

The project site is located within the Ranch Special Planning Area Medium Density Residential designation (6.1-18.0 du/ac). The proposed project for 4 single-family floor plans is consistent with the Special Planning Area designation.

ZONING ORDINANCE:

The zoning district for Village 8 is The Ranch Special Planning Area Residential. The medium density residential provides a range of attached and detached single-family housing. Village 8 lots are rear load alley lots. The proposed project includes 4 single-family floor plans that are consistent with the Special Planning Area zoning and development standards such as setbacks and height.

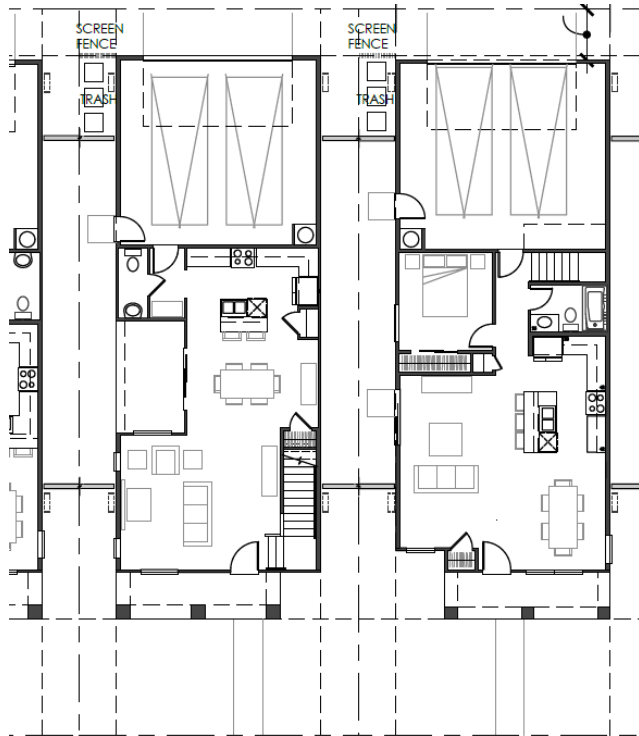
MAJOR DESIGN REVIEW

The proposed project includes 4 floor plans with three architectural styles for each plan and, each with three color schemes (See Project Plans Attachment 2). Color schemes include colors for body, fascia, trim/garage, and accent colors as well as picture samples of stone and roof materials.

Alley Lot Design

The plot plans demonstrate the layout of the homes on the lot and the location and screening for the trash bins along the alley **Figure 8: Plot Plan Layout**.

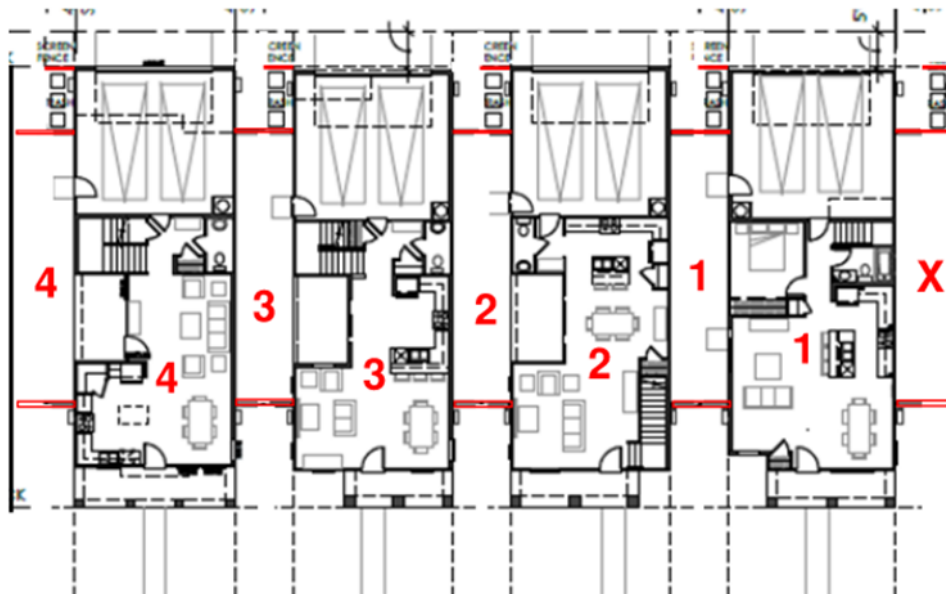
Figure 8: Plot Plan Layout



A “use easement” will be recorded on each lot that would allow the area between the homes to be utilized for an 8-foot-wide outside area and access to the trash bins for one home owner.

Figure 9: Use Easement Layout. For example: Home 1 will be able to use the entire area labeled “1” between the homes. This configuration clarifies why one side elevation has a “blind” wall or minimal windows. The “blind” wall will be located on the Home 2 side wall adjacent to Home 1.

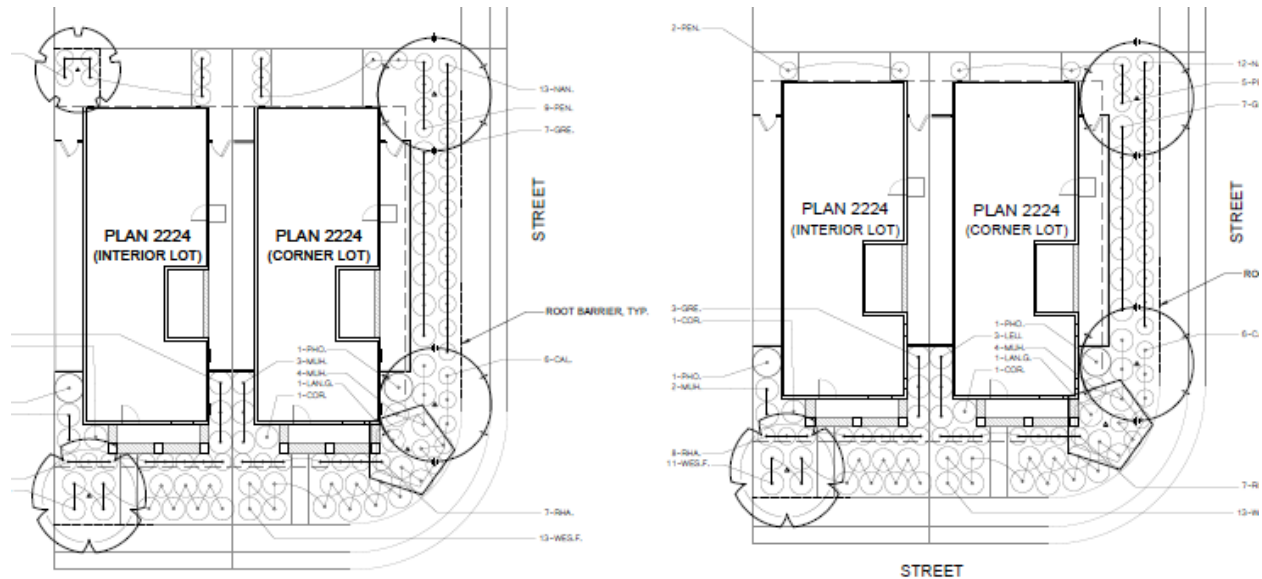
Figure 9: Use Easement Layout.



Landscape Design

The submitted typical landscape plan depicts a variation of drought tolerant trees, shrubs and a small area of drought tolerant grass and natural grasses. **Figure 7: Typical Landscape Plans.** The design packet includes street tree layout.

Figure 7: Typical Landscape Plans



The Ranch Special Planning Area and City Design Guidelines

The Ranch Special Planning Area handbook includes illustrations and graphics of architectural styles that are intended to provide general direction for the homes in all residential areas of the Ranch. The proposed house plans offer clear architecture styles. The proposed project is consistent with The Ranch Special Planning Area handbook and City Design Guidelines as follows:

- The design is visually interesting and establishes streetscape variety.
- The several different rooflines included in each plan and elevation ensure variation.
- Building facades are designed to provide visual surveillance of the public streets, public spaces, sidewalks, and open space areas from inside the buildings. Garage access is from the alley.
- Two story rear and side elevation enhancements along the alley and public right of way.
- Defined building entries that are in scale with the dwelling.
- Use of distinctive architectural elements and materials to denote the entry. The proposed plans offer diversity of architecture, materials and color schemes.
- To ensure variety and interest throughout the villages, a condition of approval has been added to state that no two identical floor plans with the same building elevations within a master home plan series shall be located directly adjacent to each other.
- Popout trim is provided around the windows and doors on all elevations.

DESIGN REVIEW FINDINGS & EVIDENCE

Approval of the Major Design Review, subject to the Design Review Package (Attachment 2) and the Conditions of Approval (Attachment 3) must provide sufficient evidence for the Findings required by Zoning Code Section 23.141.070. Findings and supportive evidence are shown below:

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

Evidence: The project site is located within the Ranch Special Planning Area Medium Density Residential designation (6.1-18.0 du/ac). The proposed project of 4 rear alley loaded single-family floor plans is consistent with the Special Planning Area designation. The proposed major design review is for rear alley loaded lots which is consistent with the Special Planning Area regarding density. The project follows all the Ranch Special Planning Area development standards as well as the applicable Special Planning Area handbook architectural styles and the City of Rancho Cordova Design Guidelines including height regulations and architectural detail requirements.

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

Evidence: The applicant, K Hovnanian, is presenting a design package which includes four (4) different floor plans with three elevations per plan and three color schemes. Variations in architectural style, colors, and materials will create a vibrant and welcoming streetscape. Conditions of Approval have been developed to alternate between floor plans and architectural styles throughout the neighborhood to emphasize street variation.

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

Evidence: The proposed architecture and landscaping are consistent with the Ranch Special Planning Area and the City Design Guidelines. The applicant has provided 4 different floor plans and 3 architectural elevations each for 130 rear alley loaded lots. Floor plans ranging from 1,727 to 2,028 square feet in size. A clear design concept is shown for each elevation and each design provides consistent characteristics of each stated style. The applicant provided enhanced side elevations for homes facing public right-of-ways (corner lots). All elevations and architectural style palettes are included in the Design Review Package.

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

Evidence: The subdivision map was approved prior to this Design Review action. Vehicular, bicycle, and pedestrian circulation were studied and accepted as part of that prior approval. This Design Review approval will not impede any of the approved transportation modes.

ENVIRONMENTAL

The proposed project has been analyzed as part of the Ranch Special Planning Area Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA). Since the proposed residential project is in conformity with what was reviewed as part of the Specific Plan EIR, the project is then exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan.

RECOMMENDED MOTION

Staff recommends that the City Council the project categorically exempt from further CEQA review and adopt the Resolution approving the Resolution for a Major Design Review for the Ranch Phase II Village 8 subject to the findings, Project Plans (Attachment 2) and Conditions of Approval (Attachment 3).

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution – Project Plans
3. Exhibit B to the Resolution – Conditions of Approval
4. 500' Radius Map with Mailing Labels

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

**A RESOLUTION OF THE CITY COUNCIL
APPROVING A MAJOR DESIGN REVIEW PERMIT
FOR THE RANCH PHASE II: VILLAGE 8 PROJECT NO. PLND-0921-0009**

WHEREAS, K. Hovnanian at Jaeger Ranch LLC (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Major Design Review approval for Phase II: Village 8 within The Ranch Special Planning Area for 4 new floor plans with three architectural styles each; and

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

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

WHEREAS, the proposed residential project is in conformity with what was reviewed as part of the Specific Plan EIR, and therefore is exempt under CEQA exemption 15182, Residential Projects Pursuant to a Specific Plan; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES AS FOLLOWS:**

1. Determine the CEQA exemption 15182 is an adequate exemption according to the Guidelines of the California Environmental Quality Act.

- a) **Finding:** The project site has been analyzed and is exempt per California Environmental Quality Act exemption 15182 Residential Projects Pursuant to a Specific Plan.

Evidence: The proposed residential project has been analyzed as part of the Ranch Special Planning Area Environmental Impact Report. Since the proposed project is in conformity with what was reviewed as part of the Special Planning Area EIR, the project is then exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan.

2. Approve the Design Review, subject to the Major Design Review Package (Exhibit A) and the Conditions of Approval (Exhibit B) as modified; supported by the following Findings and Evidence, as required by Zoning Code Section 23.141.070:

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

Evidence: The project site is located within the Ranch Special Planning Area Medium Density Residential designation (6.1-18.0 du/ac). The proposed project of 4 rear alley loaded single-family floor plans is consistent with the Special Planning Area designation. The proposed major design review is for rear alley loaded lots which is consistent with the Special Planning Area regarding density. The project follows all the Ranch Special Planning Area development standards as well as the applicable Special Planning Area handbook architectural styles and the City of Rancho Cordova Design Guidelines including height regulations and architectural detail requirements.

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

Evidence: The applicant, K Hovnanian, is presenting a design package which includes four (4) different floor plans with three elevations per plan and three color schemes. Variations in architectural style, colors, and materials will create a vibrant and welcoming streetscape. Conditions of Approval have been developed to alternate between floor plans and architectural styles throughout the neighborhood to emphasize street variation.

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

Evidence: The proposed architecture and landscaping are consistent with the Ranch Special Planning Area and the City Design Guidelines. The applicant has provided 4 different floor plans and 3 architectural elevations each for 130 rear alley loaded lots. Floor plans ranging from 1,727 to 2,028 square feet in size. A clear design concept is shown for each elevation and each design provides consistent characteristics of each stated style. The applicant provided enhanced side elevations for homes facing public right-of-ways (corner lots). All elevations and architectural style palettes are included in the Design Review Package.

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

Evidence: The subdivision map was approved prior to this Design Review action. Vehicular, bicycle, and pedestrian circulation were studied and accepted as part of that prior approval. This Design Review approval will not impede any of the approved transportation modes of circulation.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December, 2021 by the following vote:

AYES:

NOES:

ITEM 12.1.

ATTACHMENT 1

ABSENT:

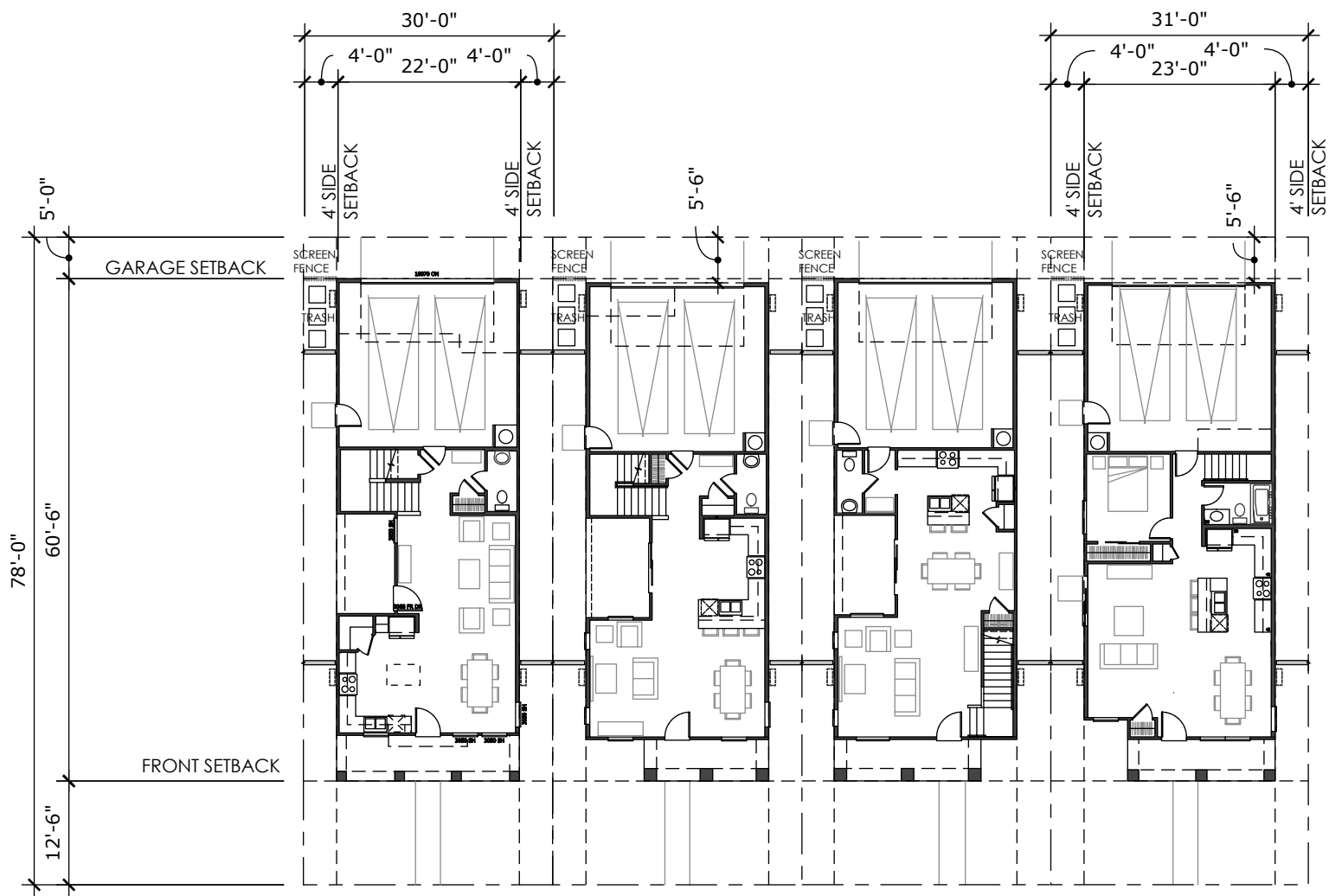
ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, City Clerk

NCD - THE RANCH - 22' ASPIRE ALLEY LOAD - Rancho Cordova, CA														
22' ASPIRE - Alley Load				30'/31'x78'										
	Floors	Livable SF	Width	Depth	Bedroom	Bath	Island	Dining	Den	Activity	HOVHall	Extra Suite	Extra Suite+	Garage
Plan 1 2220	2	1,727	22'-0"	60'-6"	3	2.5	N/A	1	N/A	N/A	N/A	N/A	N/A	2
Plan 2 2221	2	1,856	22'-0"	60'-0"	3 (OPT. 4)	2.5	N/A	1	N/A	N/A	N/A	N/A	N/A	2
Plan 3 2224	2	1,906	22'-0"	60'-6"	3	2.5	Standard	1	N/A	N/A	N/A	N/A	N/A	2
Plan 4 2325	2	2,028	23'-0"	60'-0"	4 (OPT. 5)	3	N/A	1	N/A	N/A	N/A	N/A	N/A	2



PLAN 1 - #2220
FORM A - COTTAGE
1,727 :: 22' X 60'-6"
(TWO STORY)

PLAN 2 - #2221
FORM A - COTTAGE
1,856 :: 22' X 60'
(TWO STORY)

PLAN 3 - #2224
FORM A - COTTAGE
1,906 :: 22' X 60'-6"
(TWO STORY)

PLAN 4 - #2325*
FORM A - COTTAGE
1,856 :: 23' X 60'
(TWO STORY)

*ONLY AVAILABLE WITH
31' WIDE LOTS

ITEM #1 - #2220



FORM A - COTTAGE

PLAN 2 - #2221



PLAN 3 - #2224



ATTACHMENT 2
Exhibit A - The Resolution



FORM B - FARMHOUSE



FORM C - CRAFTSMAN



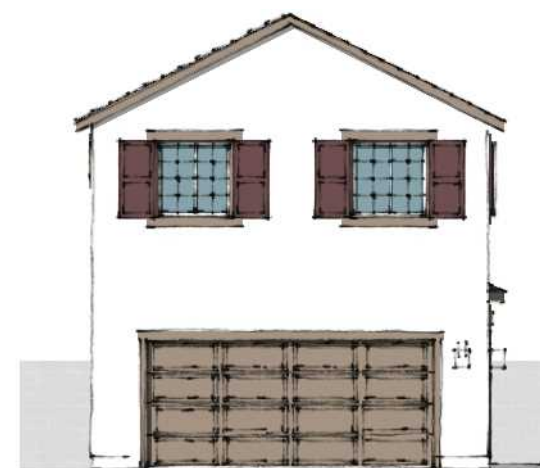
ITEM #1 - #2220



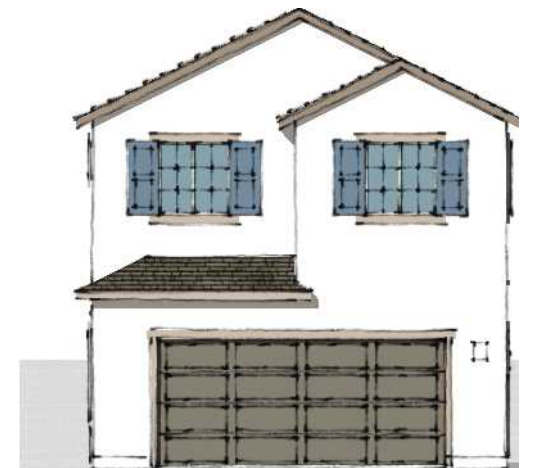
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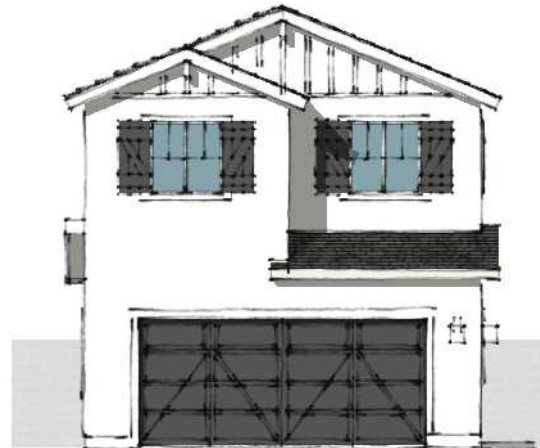
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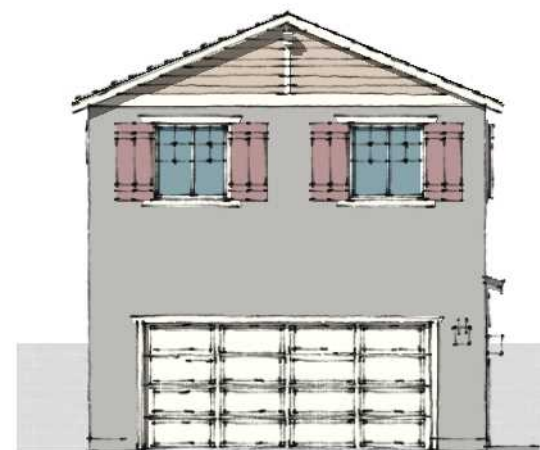
ATTACHMENT 2
Exhibit A-2025 the Resolution



FORM A - COTTAGE



FORM B - FARMHOUSE



FORM C - CRAFTSMAN



FORM A - COTTAGE



FORM B - FARMHOUSE



FORM C - CRAFTSMAN



LEFT ELEVATION MATRIX
SCALE: 3/32" = 1'-0"



FORM A - COTTAGE



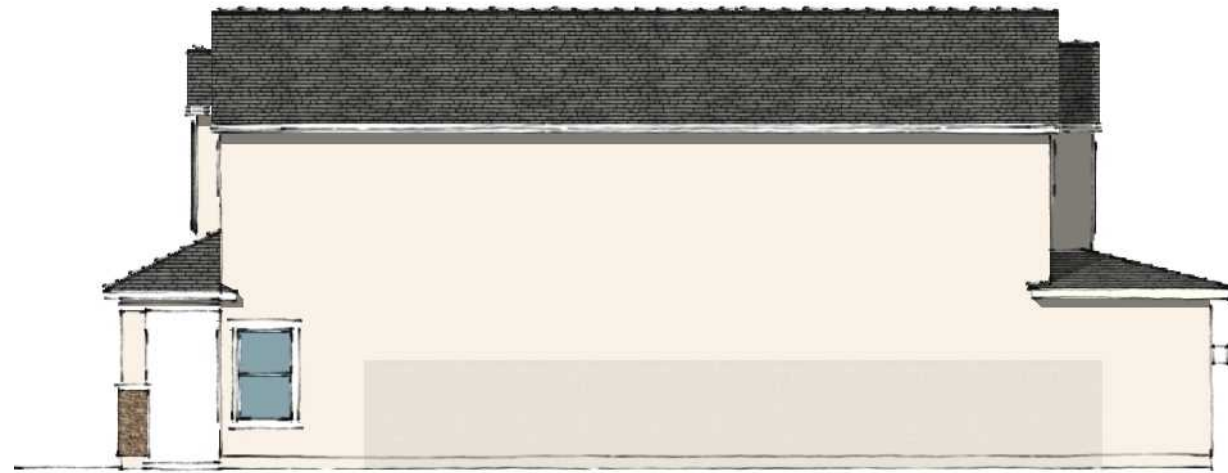
FORM B - FARMHOUSE



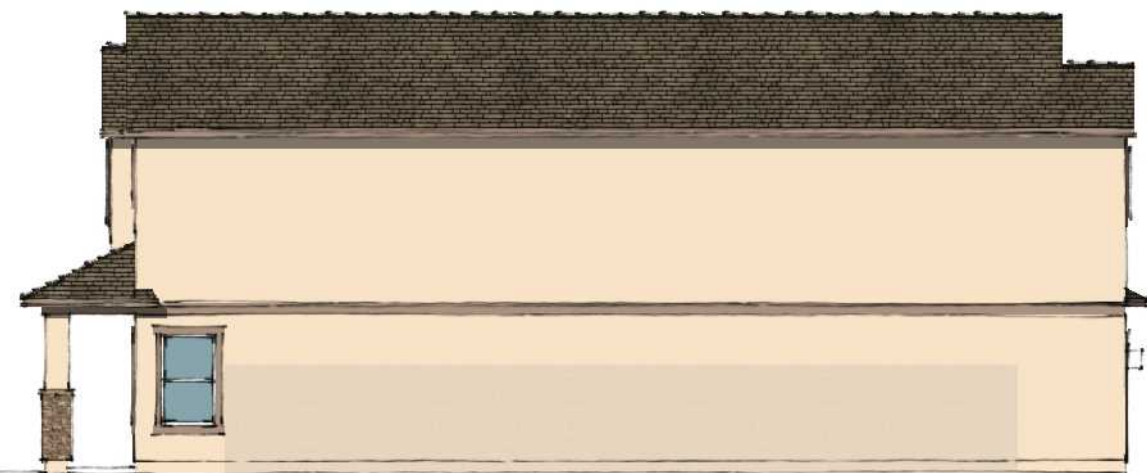
FORM C - CRAFTSMAN



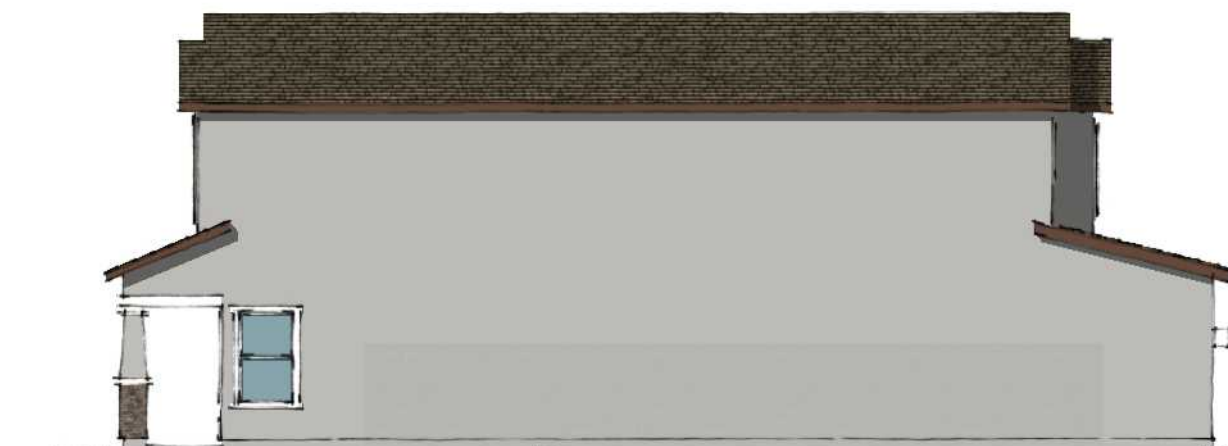
LEFT ELEVATION MATRIX
SCALE: 3/32" = 1'-0"



FORM A - COTTAGE

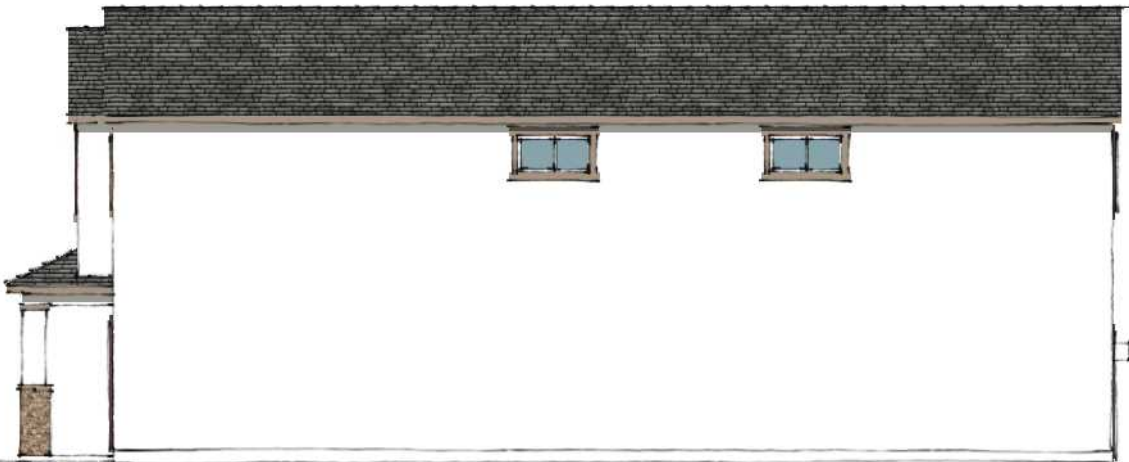


FORM B - FARMHOUSE



FORM C - CRAFTSMAN

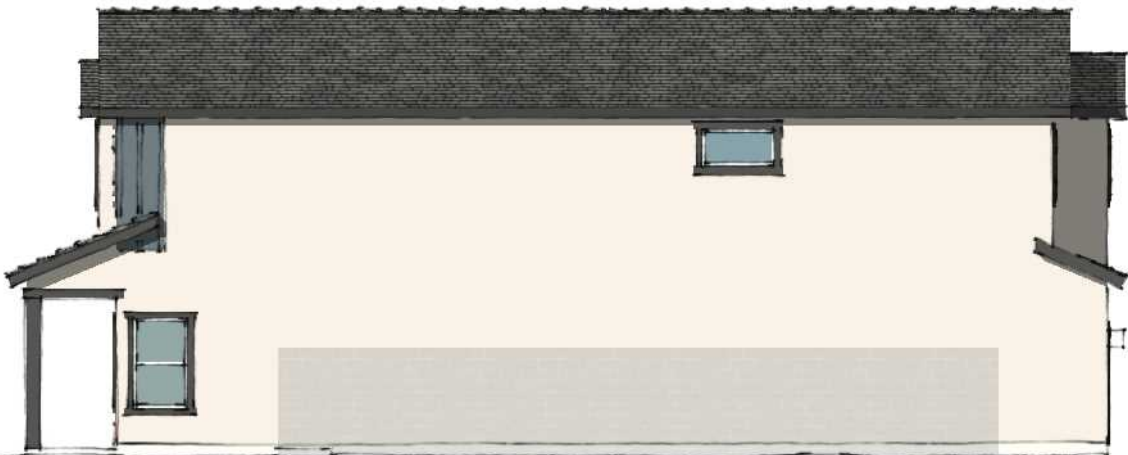




FORM A - COTTAGE



FORM B - FARMHOUSE



FORM C - CRAFTSMAN



ITEM #1 - #2220



PLAN 2 - #2221



PLAN 3 - #2224



ATTACHMENT 2
Exhibit A-2025 the Resolution



FORM D - COTTAGE ENHANCED



FORM E - FARMHOUSE ENHANCED



FORM F - CRAFTSMAN ENHANCED

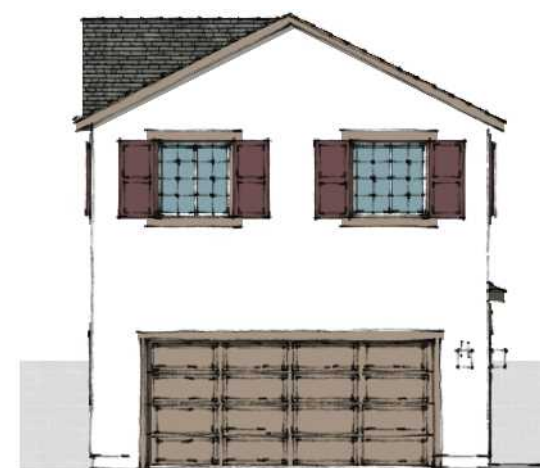
ITEM #1 - #2220



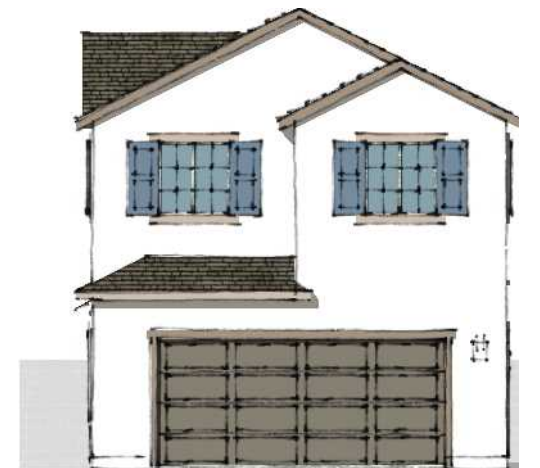
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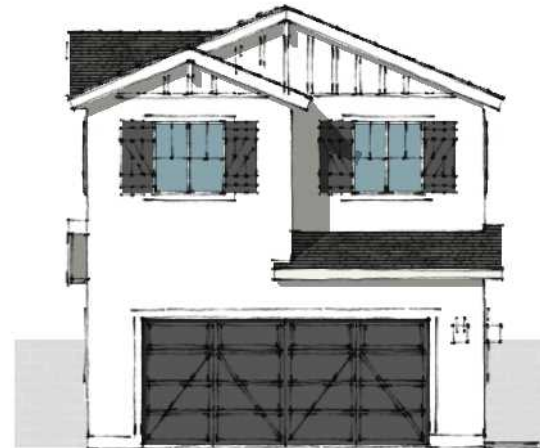
PLAN 3 - #2224



ATTACHMENT 2
Exhibit A-2025 the Resolution



FORM D - COTTAGE ENHANCED



FORM E - FARMHOUSE ENHANCED



FORM F - CRAFTSMAN ENHANCED



REAR ELEVATION MATRIX ENHANCED

SCALE: 3/32" = 1'-0"

THE RANCH

ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021



FORM D - COTTAGE ENHANCED



FORM E - FARMHOUSE ENHANCED



FORM F - CRAFTSMAN ENHANCED





FORM D - COTTAGE ENHANCED

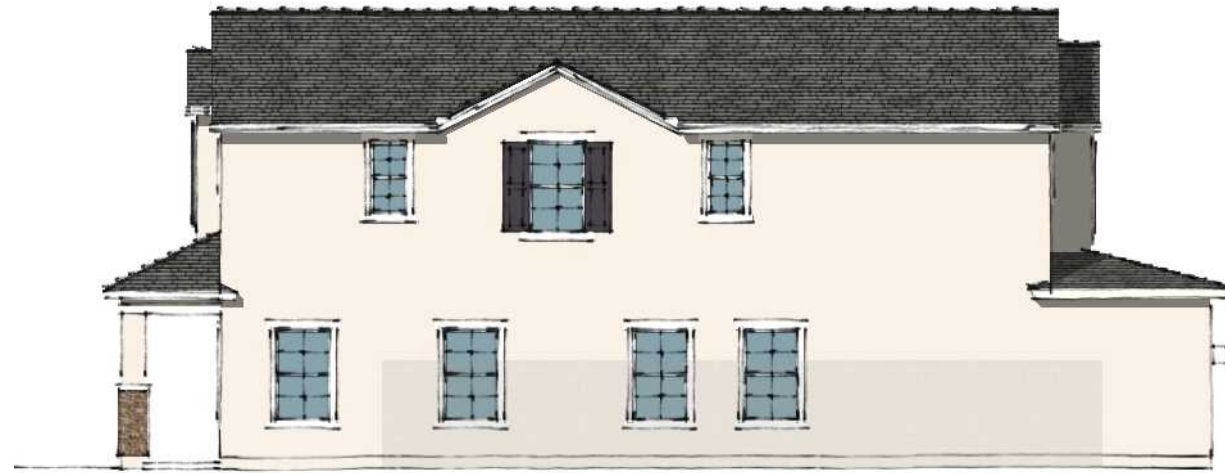


FORM E - FARMHOUSE ENHANCED

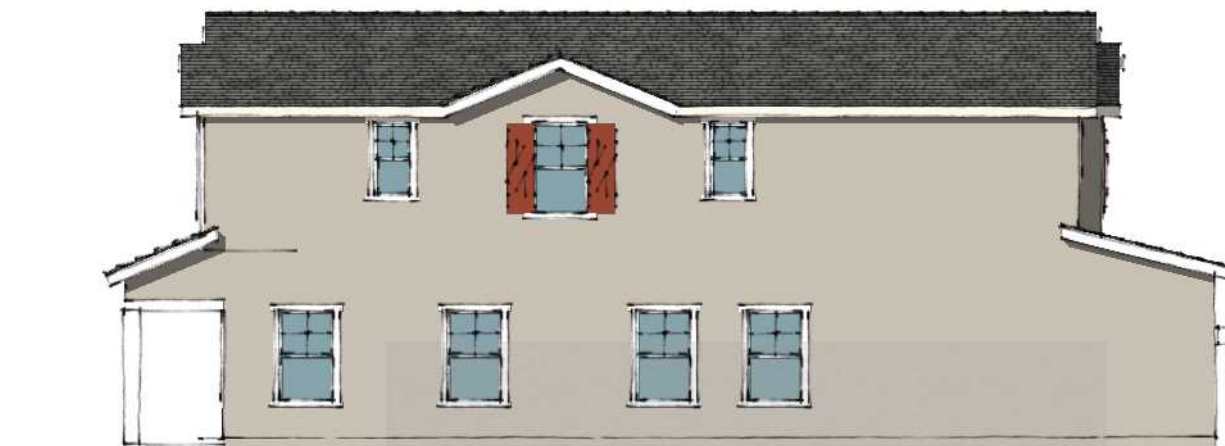
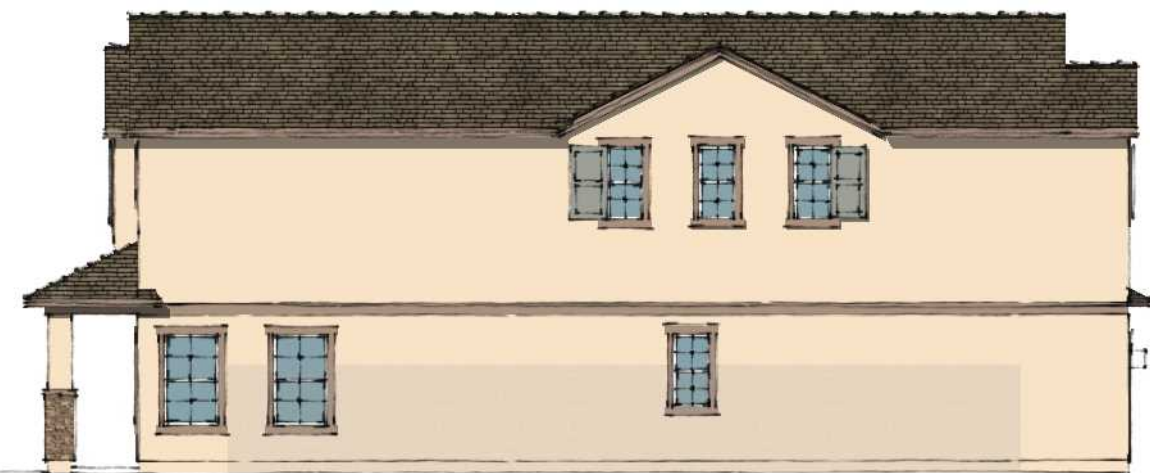


FORM F - CRAFTSMAN ENHANCED





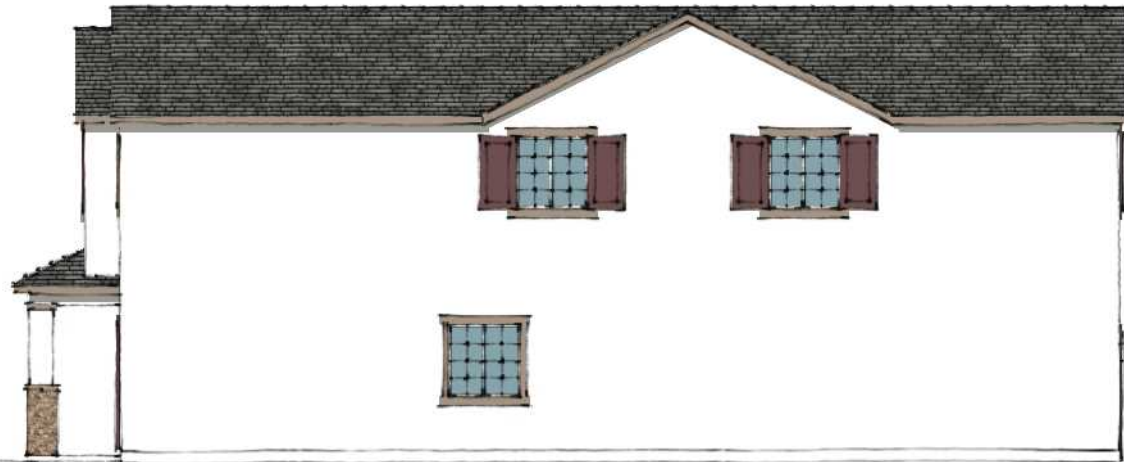
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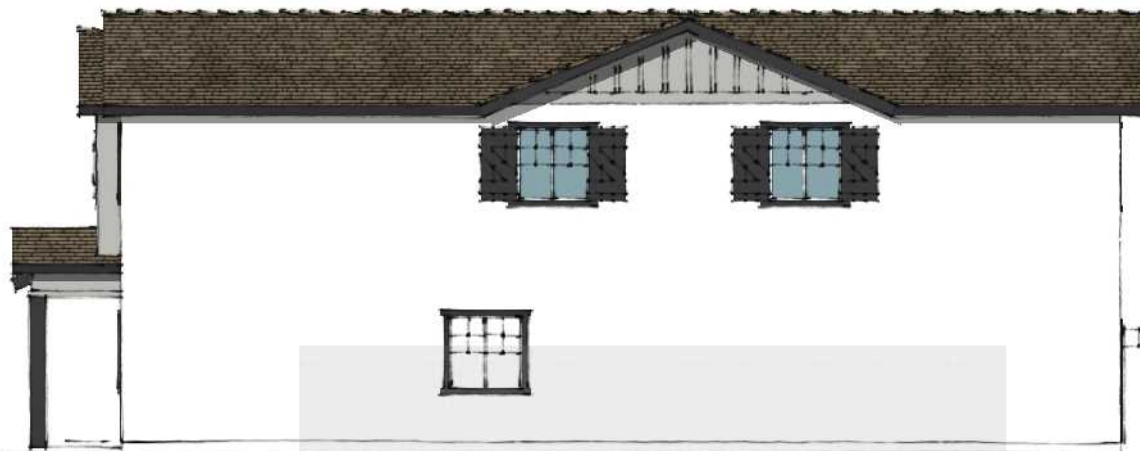
FORM E - FARMHOUSE ENHANCED



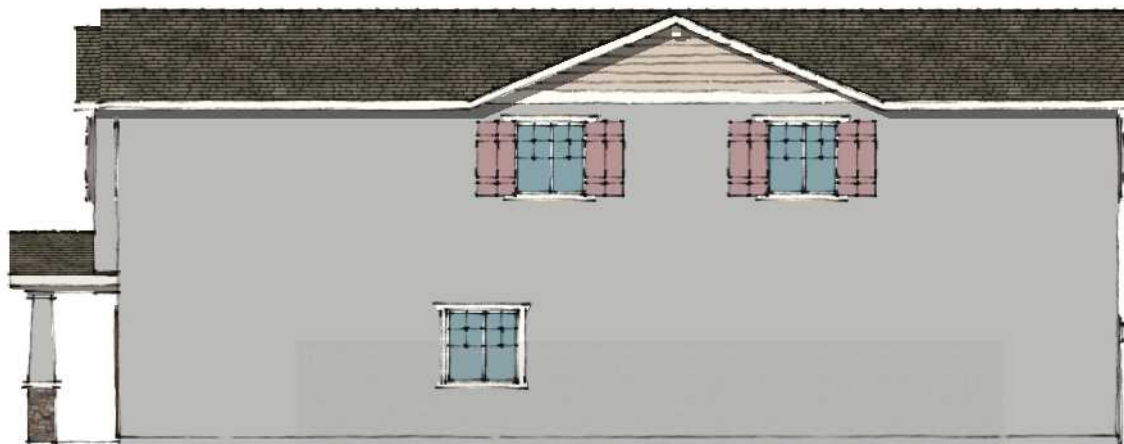
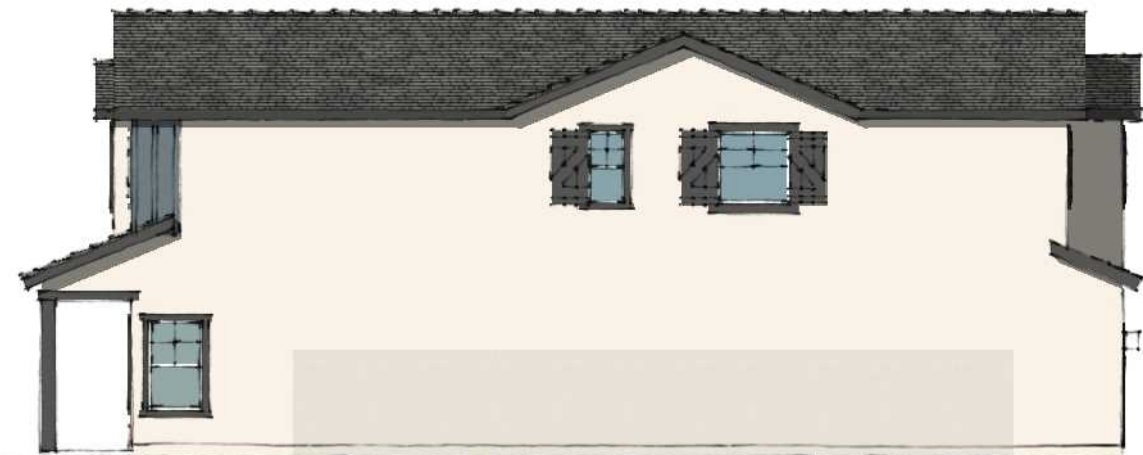
FORM F - CRAFTSMAN ENHANCED



FORM D - COTTAGE ENHANCED



FORM E - FARMHOUSE ENHANCED



FORM F - CRAFTSMAN ENHANCED





PLAN 4 - #2325
FORM F - CRAFTSMAN
ENHANCED

PLAN 1 - #2220
FORM A - COTTAGE

PLAN 3 - #2224
FORM B - FARMHOUSE

PLAN 2 - #2221
FORM D - COTTAGE
ENHANCED

ITEM 12.1.

ATTACHMENT 2

Exhibit A to the Resolution

SERIES WIDTH:
VARIES

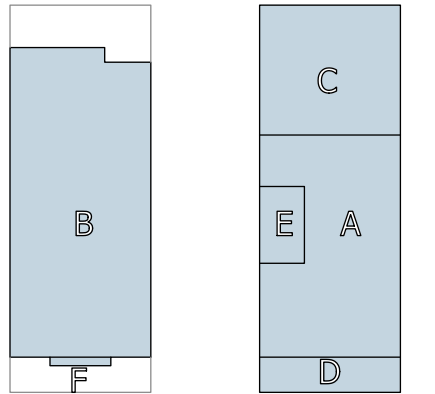
LIV. SF: 1,727
PLAN WIDTH: 22'
PLAN #: 2220
SCALE: 1/8" = 1'-0"
NAME: PLAN 1

VITAL STATS
BEDROOM 3
BATH 2.5
CAR 2
CEILING 8' | 9'
WINDOW HDR 7' | 7'

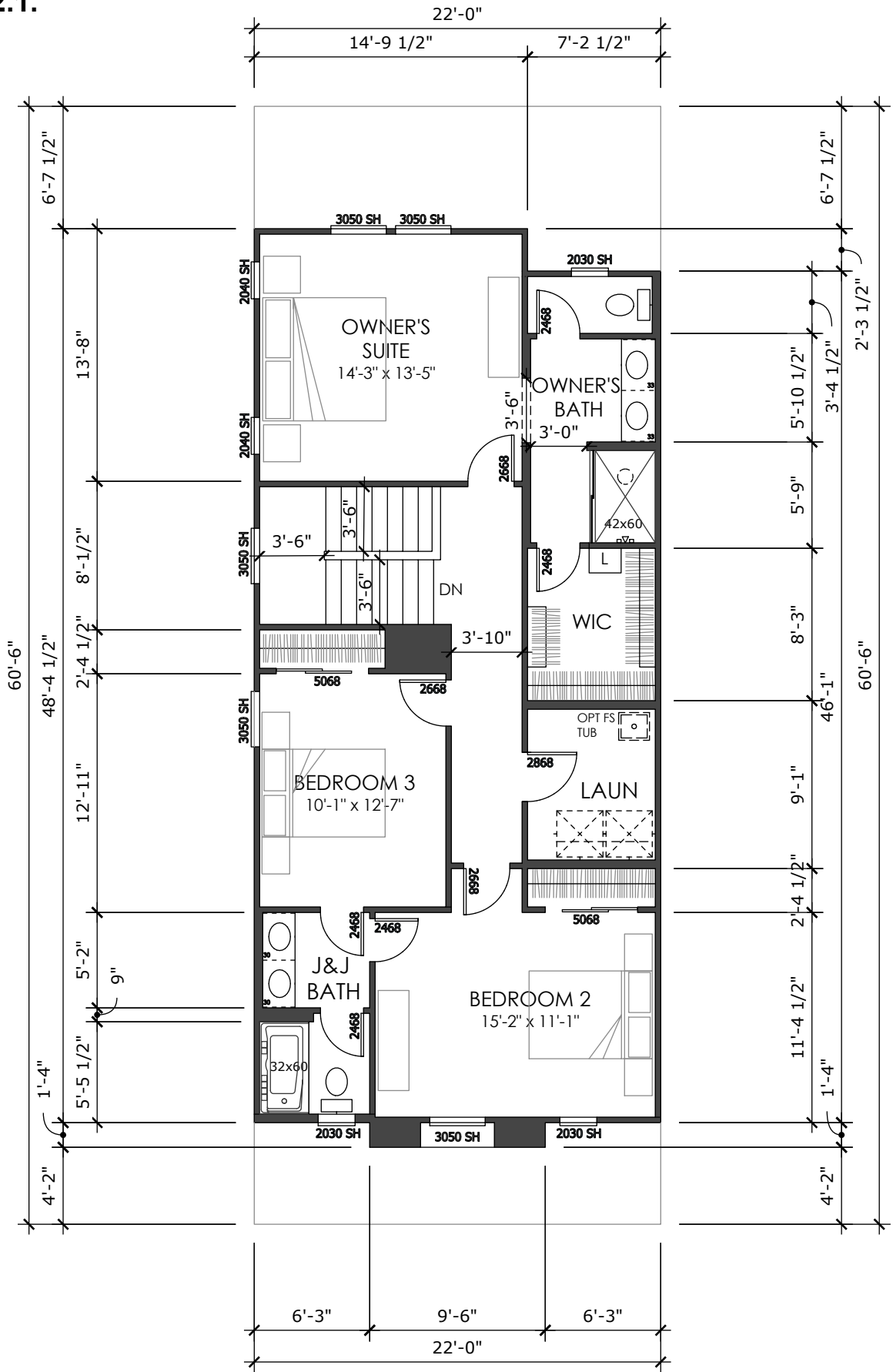
STATUS | NEW DESIGN

AREA S.F. BREAKDOWN
(A) FIRST FLOOR: 680
(B) SECOND FLOOR: 1,047
TOTAL LIVABLE: 1,727
(C) GARAGE: 446
(D) COVERED PORCH
ELEVATION A 121
ELEVATION B 73
ELEVATION C 110
(E) COVERED PATIO: 121

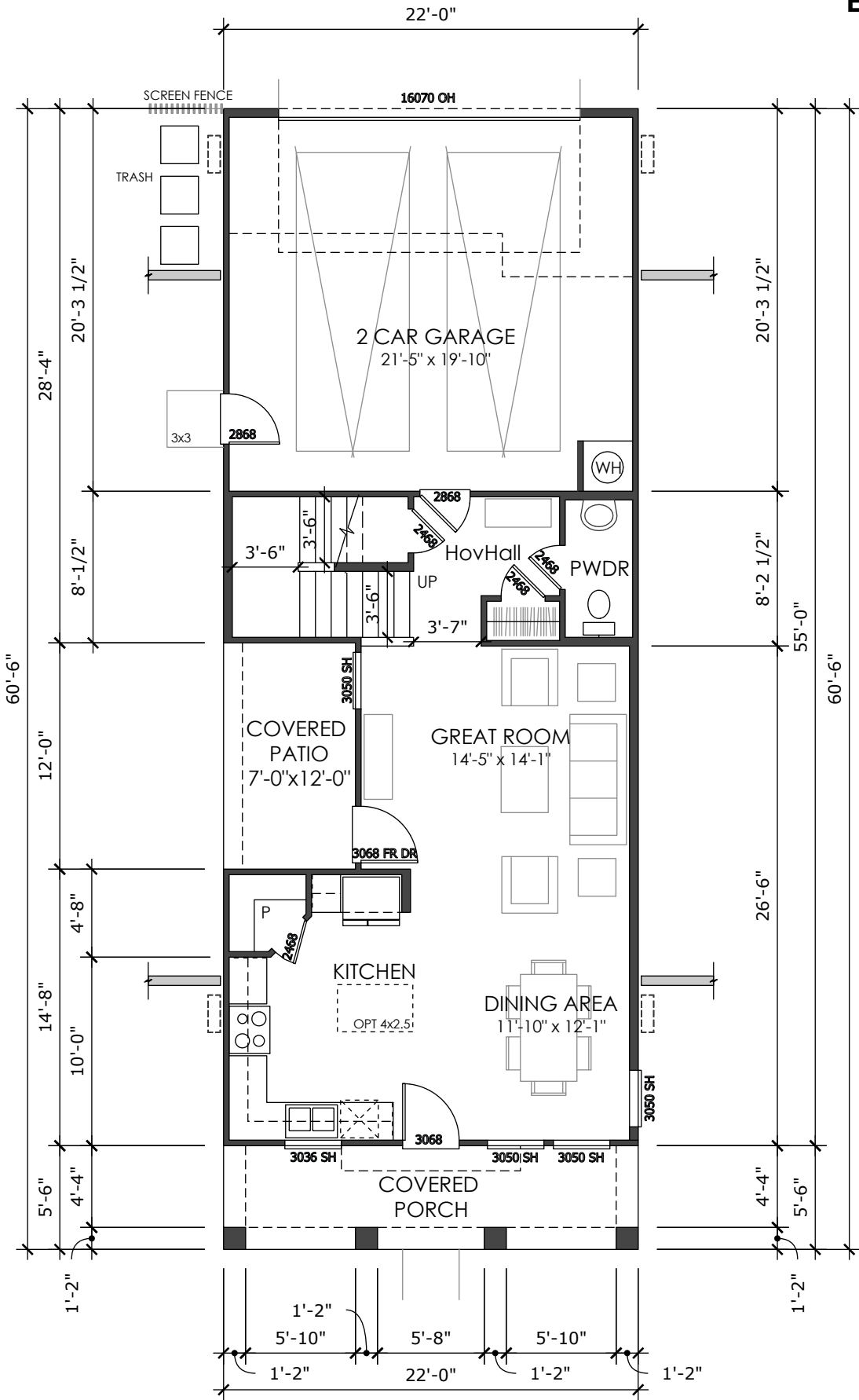
MAX FOOTPRINT: 1,331



TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,331 / 2,340 = 57%



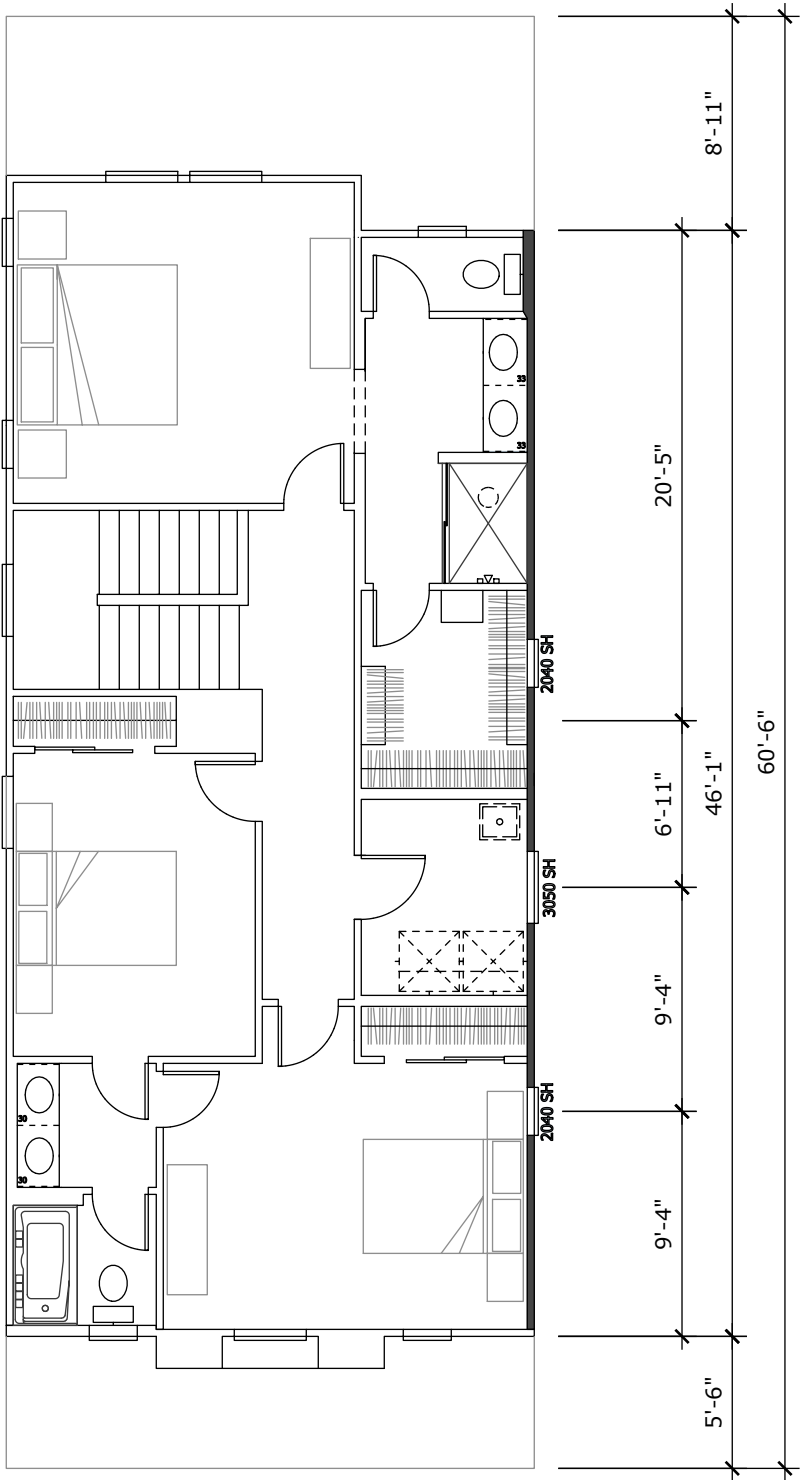
2ND FLOOR



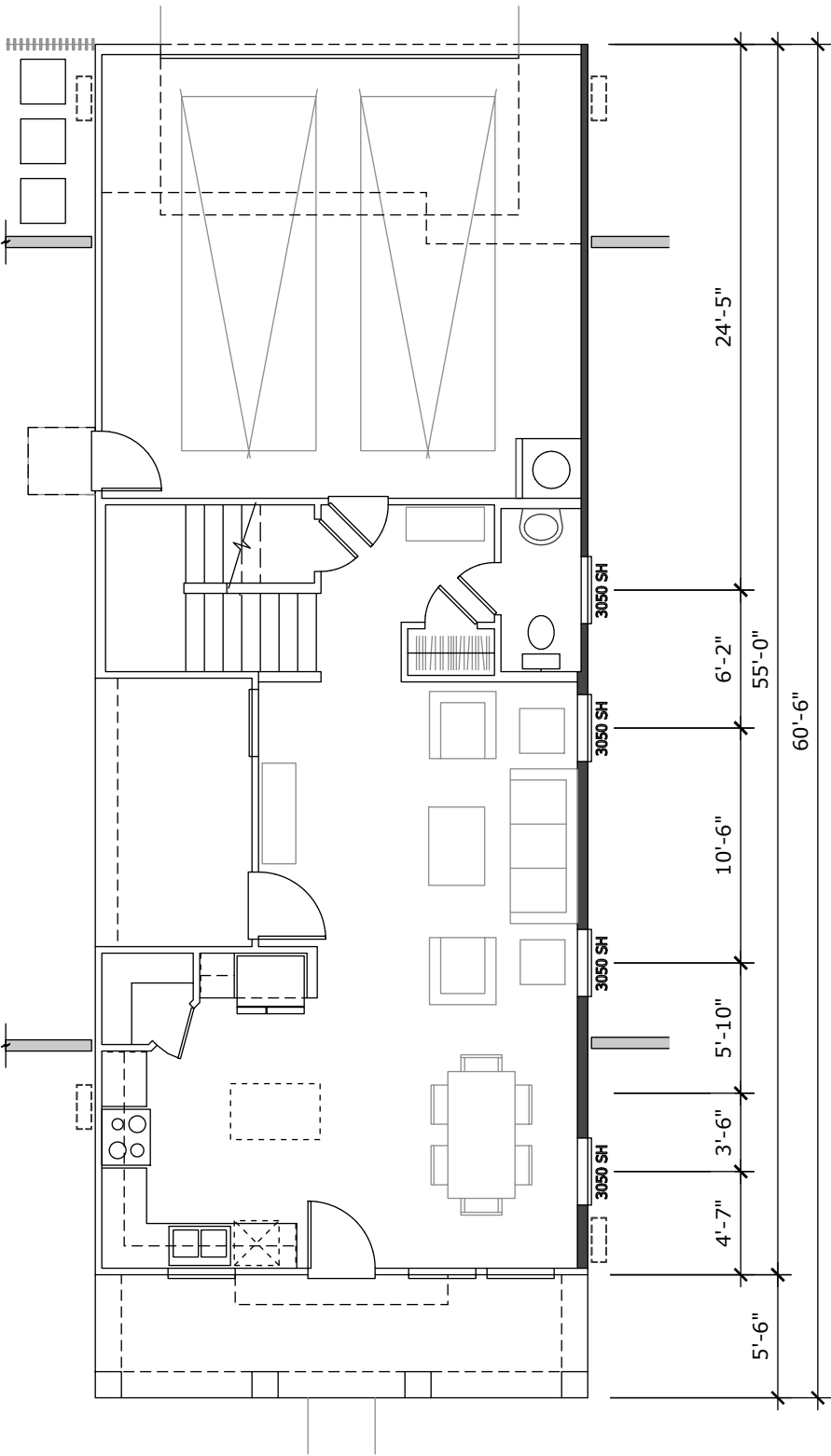
1ST FLOOR

FORM A - COTTAGE

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021



2ND FLOOR



1ST FLOOR

FORM D - COTTAGE ENHANCED
(FORM E, F SIM)

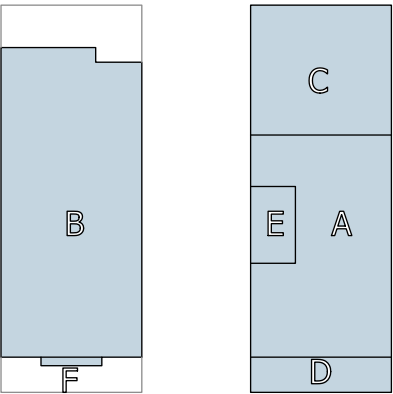
LIV. SF: 1,727
PLAN WIDTH: 22'
PLAN #: 2220
SCALE: 1/8" = 1'-0"
NAME: PLAN 1

VITAL STATS
BEDROOM 3
BATH 2.5
CAR 2
CEILING 8' | 9'
WINDOW HDR 7' | 7'

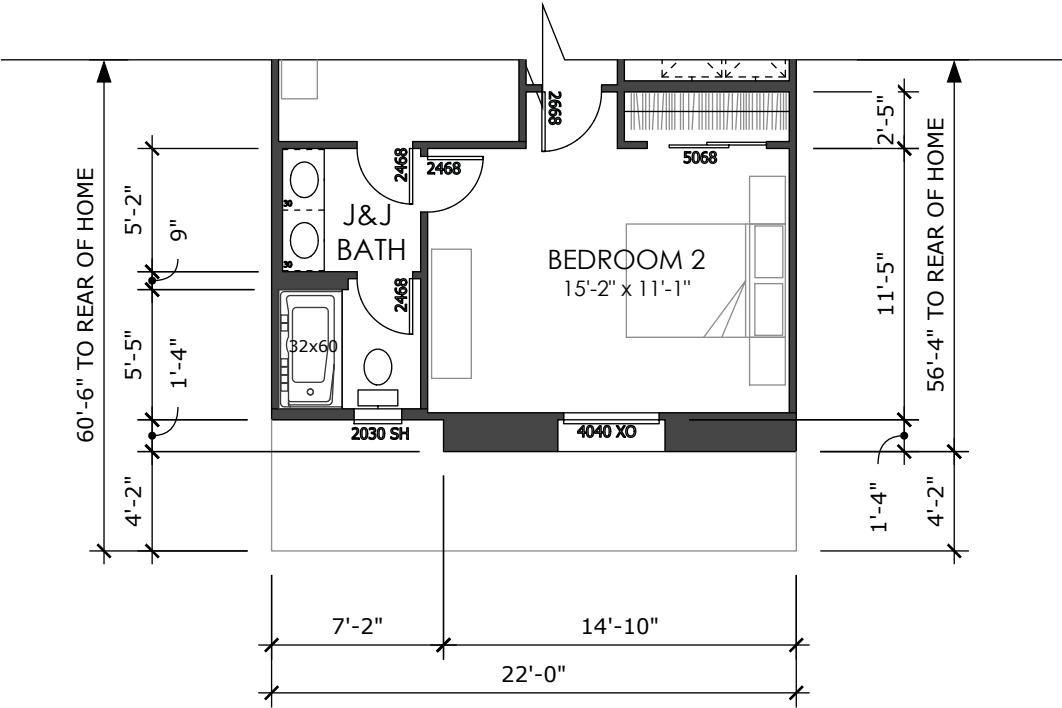
STATUS | NEW DESIGN

AREA S.F. BREAKDOWN
(A) FIRST FLOOR: 680
(B) SECOND FLOOR: 1,047
TOTAL LIVABLE: 1,727
(C) GARAGE: 446
(D) COVERED PORCH
ELEVATION A 121
ELEVATION B 73
ELEVATION C 110
(E) COVERED PATIO: 121

MAX FOOTPRINT: 1,331

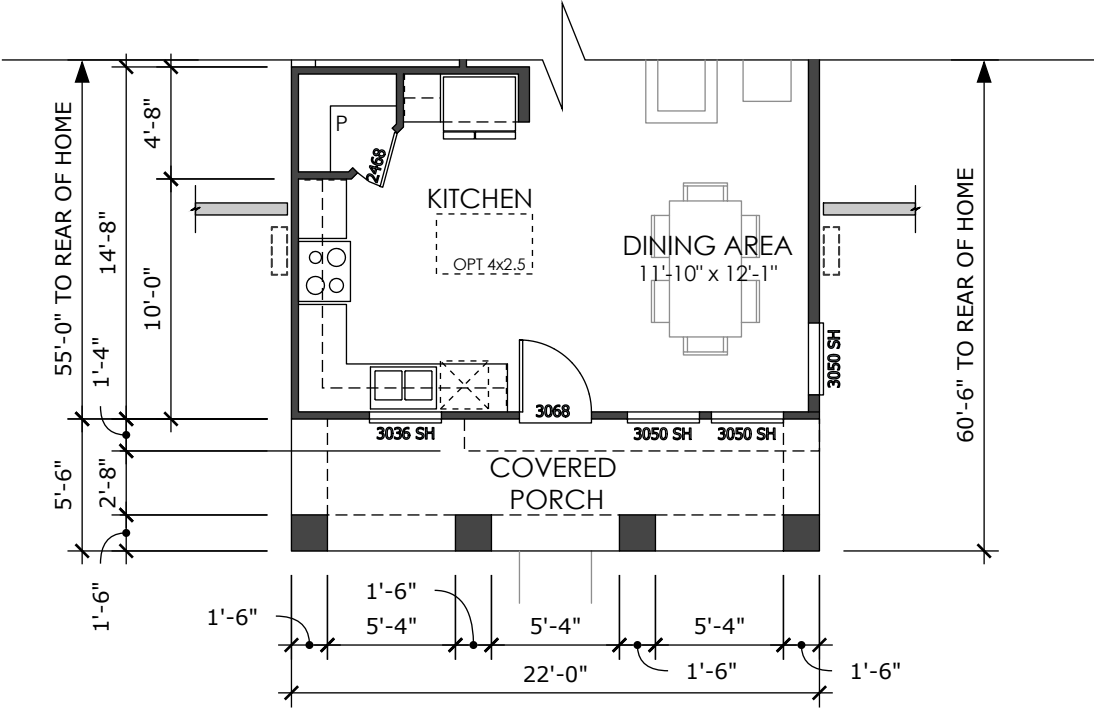


TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,331 / 2,340 = 57%

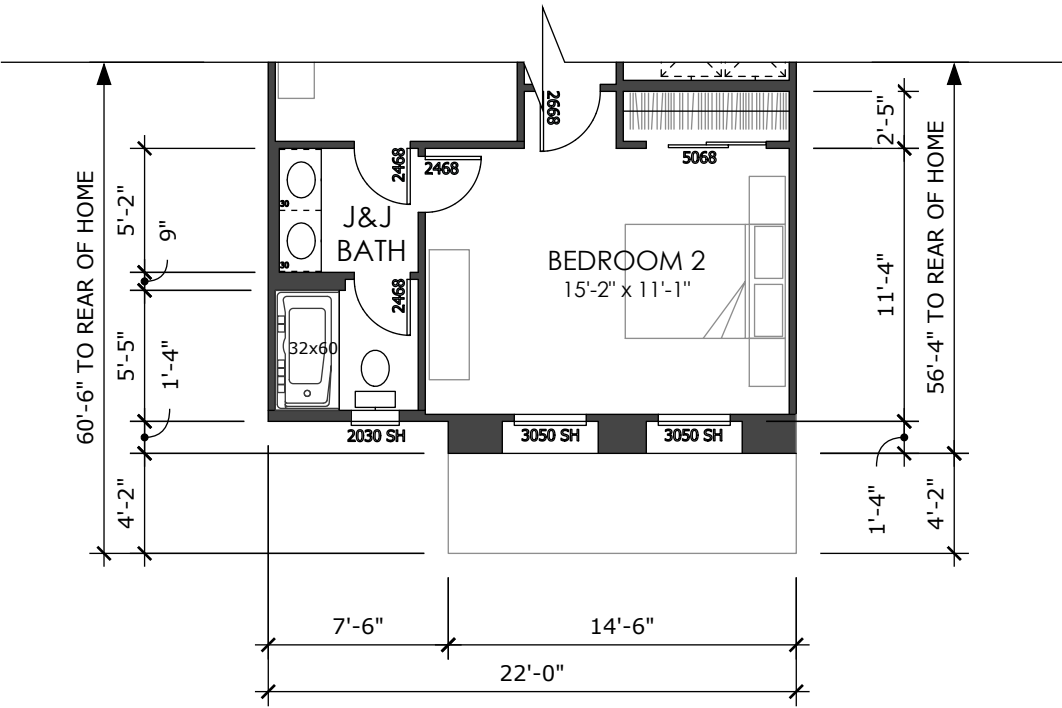


FORM C - CRAFTSMAN

2ND FLOOR

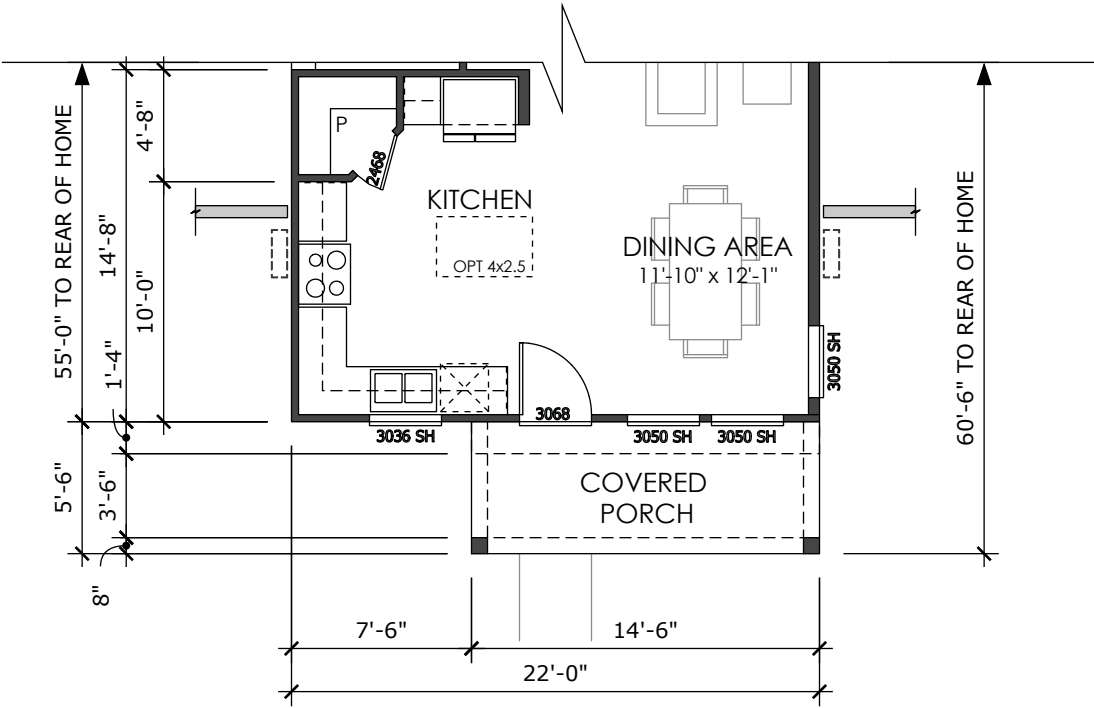


1ST FLOOR



FORM B - FARMHOUSE

2ND FLOOR



1ST FLOOR

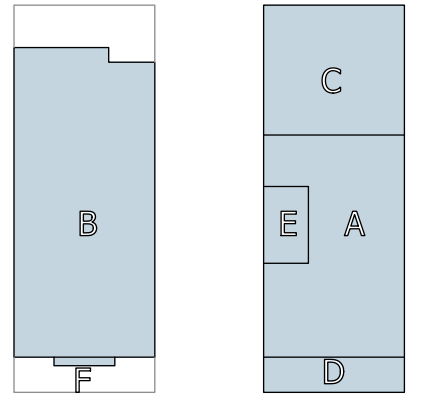
LIV. SF:	1,727
PLAN WIDTH:	22'
PLAN #:	2220
SCALE:	1/8" = 1'-0"
NAME:	PLAN 1

VITAL STATS	
BEDROOM	3
BATH	2.5
CAR	2
CEILING	8' 9'
WINDOW HDR	7' 7'

STATUS | NEW DESIGN

AREA S.F. BREAKDOWN	
(A) FIRST FLOOR:	680
(B) SECOND FLOOR:	1,047
TOTAL LIVABLE:	1,727
(C) GARAGE:	446
(D) COVERED PORCH	
ELEVATION A	121
ELEVATION B	73
ELEVATION C	110
(E) COVERED PATIO:	121

MAX FOOTPRINT: 1,331



TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,331 / 2,340 = 57%

ITEM 12.1.



FORM A - COTTAGE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



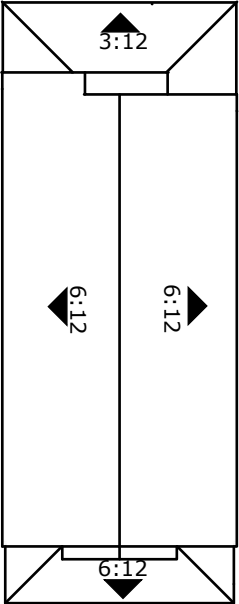
LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 1,727
PLAN WIDTH: 22'
PLAN #: 2220
FORM A - COTTAGE



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.



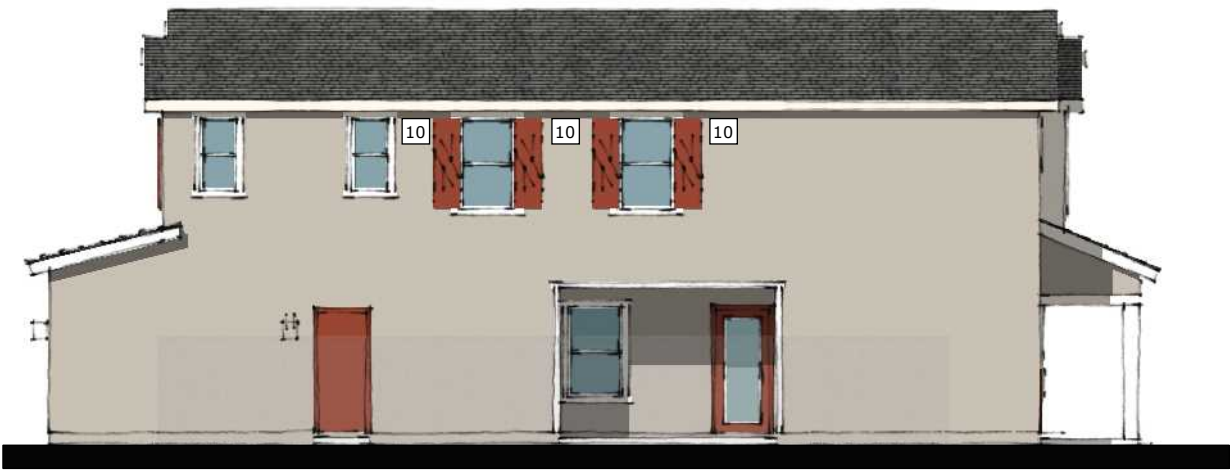
FORM E - FARMHOUSE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



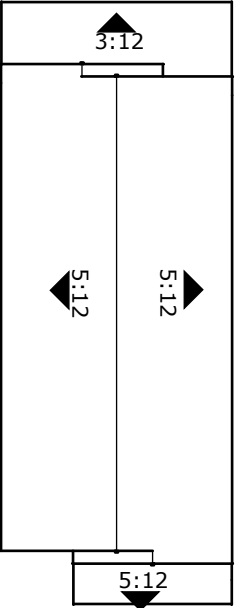
LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF:	1,727
PLAN WIDTH:	22'
PLAN #:	2220
FORM B - FARMHOUSE	



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.



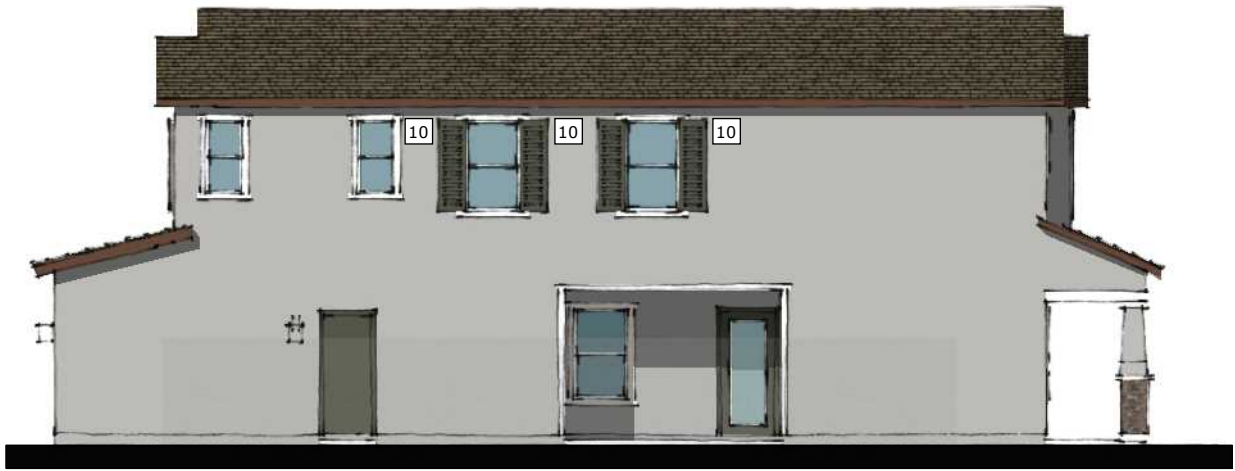
FORM C - CRAFTSMAN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



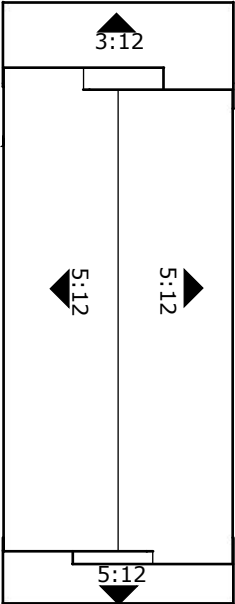
LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 1,727
PLAN WIDTH: 22'
PLAN #: 2220
FORM C - CRAFTSMAN



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.

ATTACHMENT 2

Exhibit A to the Resolution

SERIES WIDTH
VARIES

LIV. SF:1,727

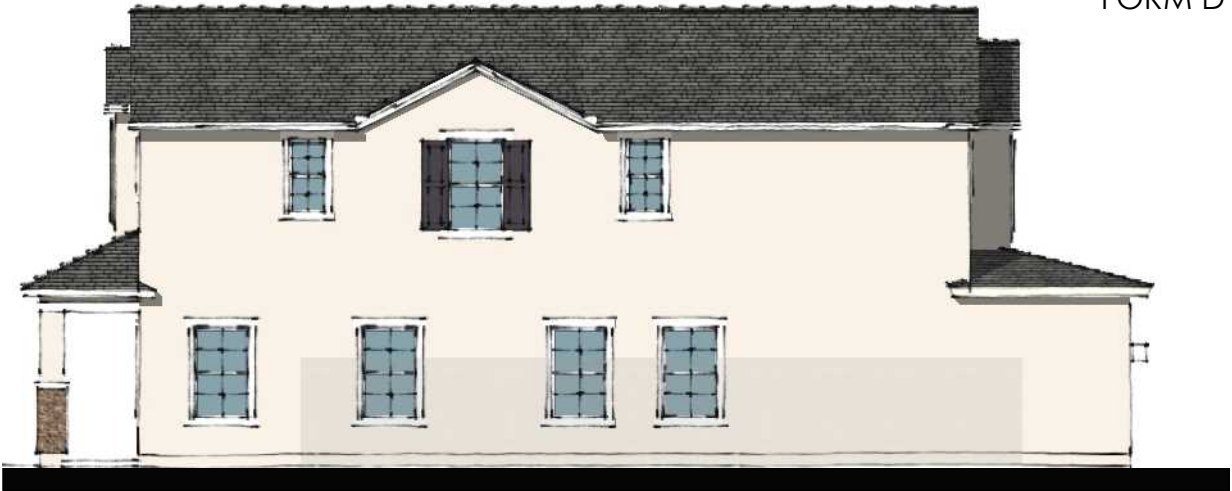
PLAN WIDTH:22'

PLAN #:2220

FORM D - COTTAGE ENHANCED



FORM D - COTTAGE ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



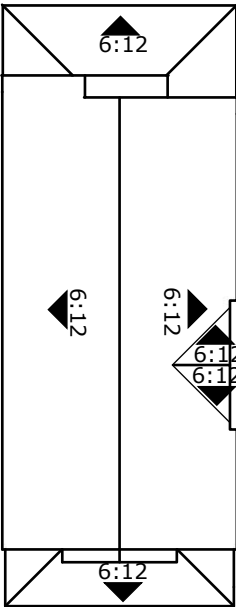
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH

ASPIRE - 30'/31' x 78' LOTS

NCD - RANCHO CORDOVA, CA

DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 1,727
PLAN WIDTH: 22'
PLAN #: 2220
FORM E - FARMHOUSE ENHANCED



FORM E - FARMHOUSE ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



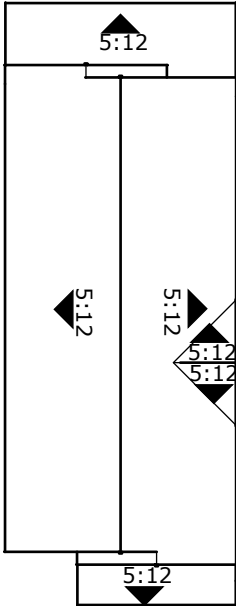
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.



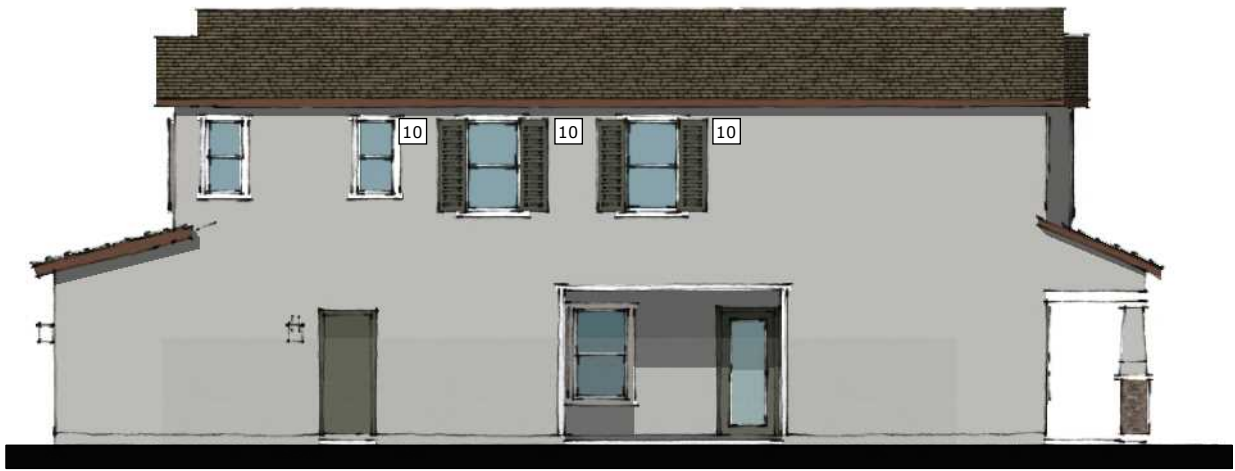
FORM F - CRAFTSMAN ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



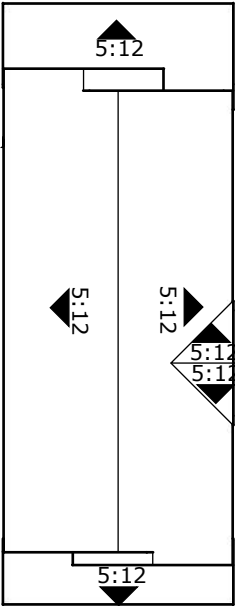
LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 1,727
PLAN WIDTH: 22'
PLAN #: 2220
FORM F - CRAFTSMAN ENHANCED



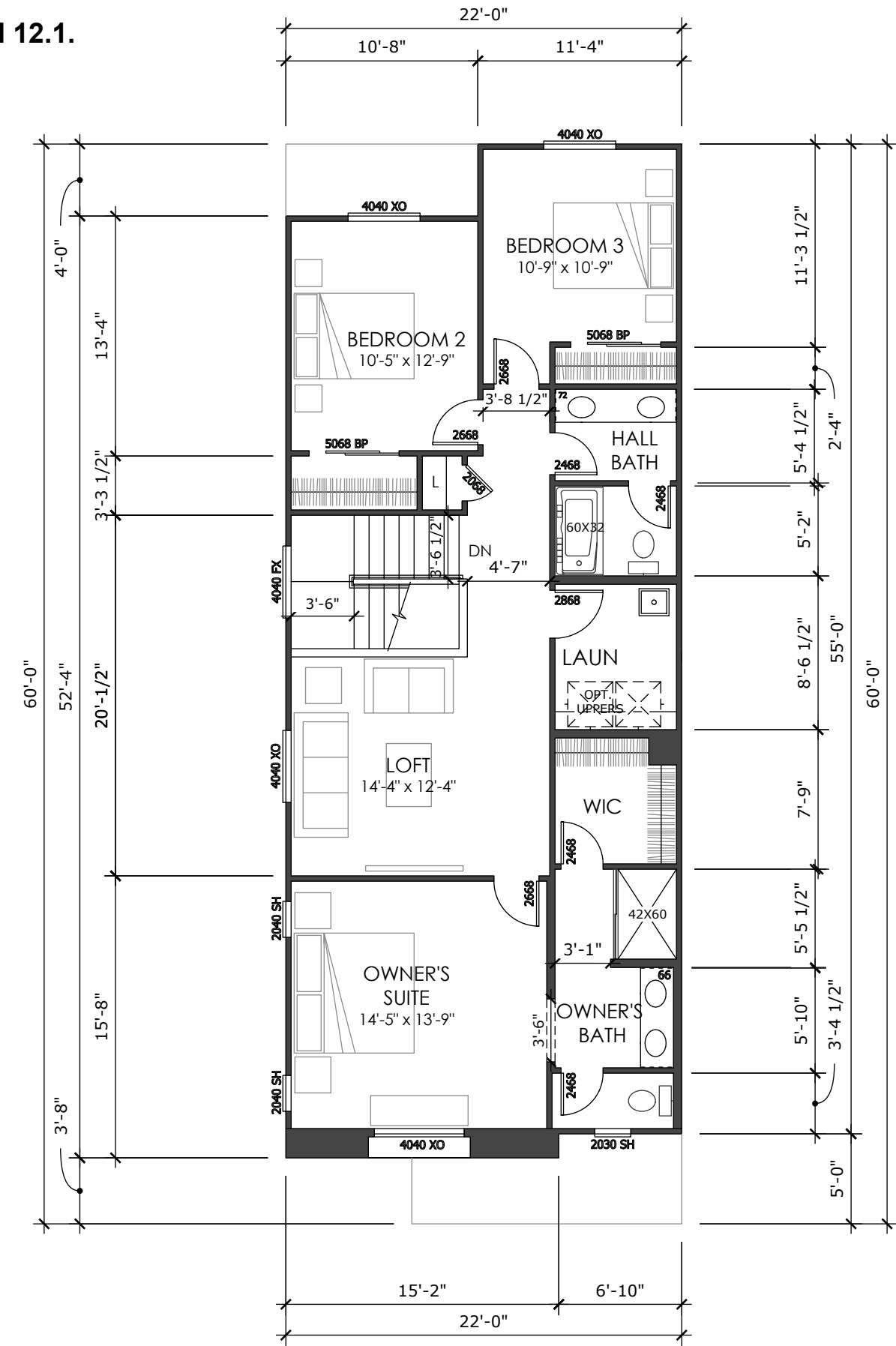
ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

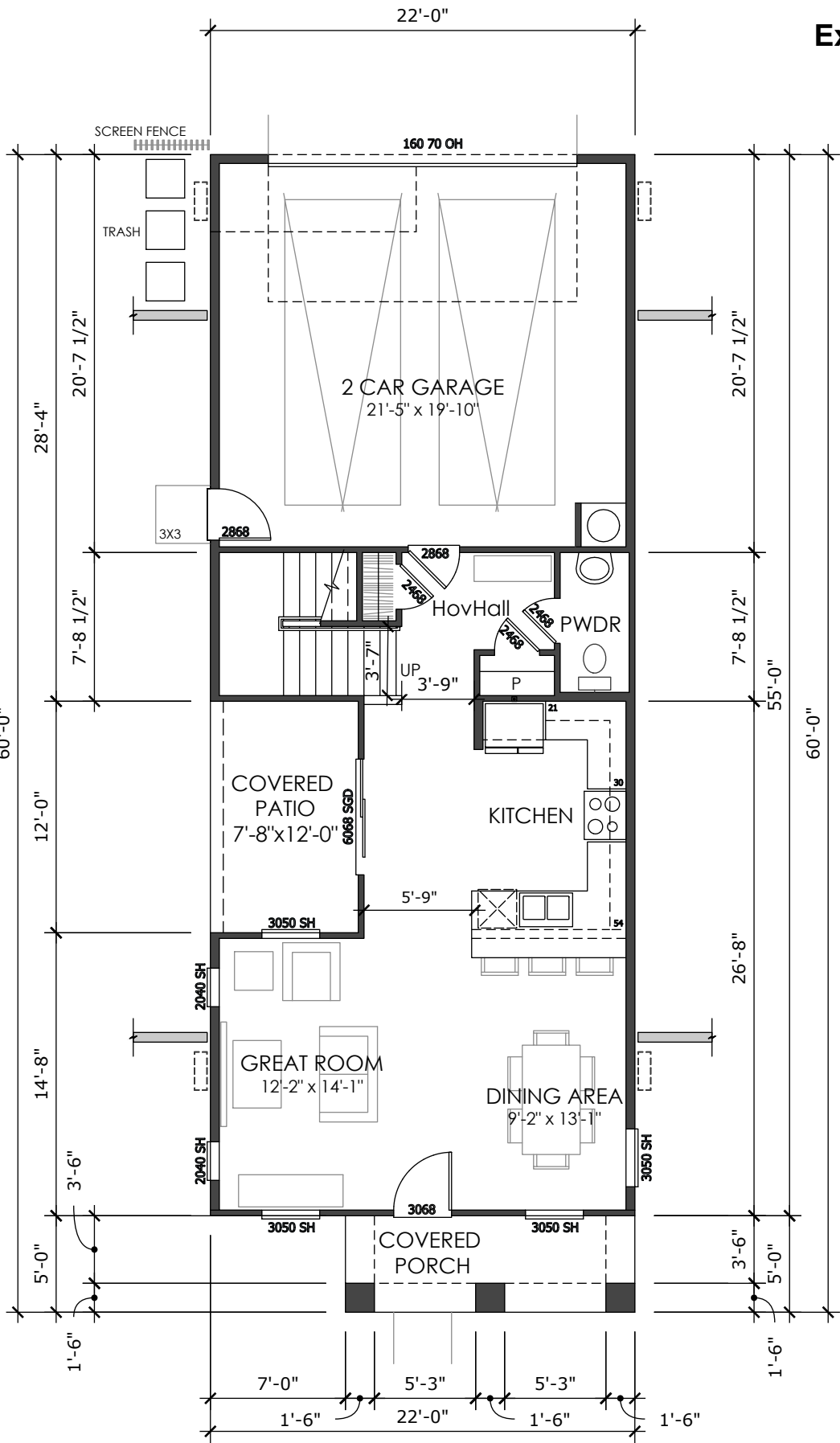
- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.



2ND FLOOR



1ST FLOOR

FORM A - COTTAGE

ATTACHMENT 2

Exhibit A to the Resolution

SERIES WIDTH:
VARIES

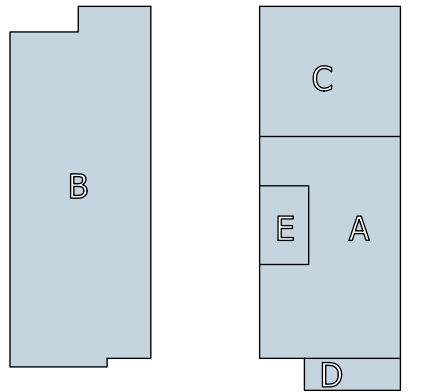
LIV. SF:	1,856
PLAN WIDTH:	22'
PLAN #:	2221
SCALE:	1/8" = 1'-0"
NAME:	PLAN 2

VITAL STATS	
BEDROOM	3 (OPT. 4)
BATH	2.5
CAR	2
CEILING	8' 9'
WINDOW HDR	7' 7'

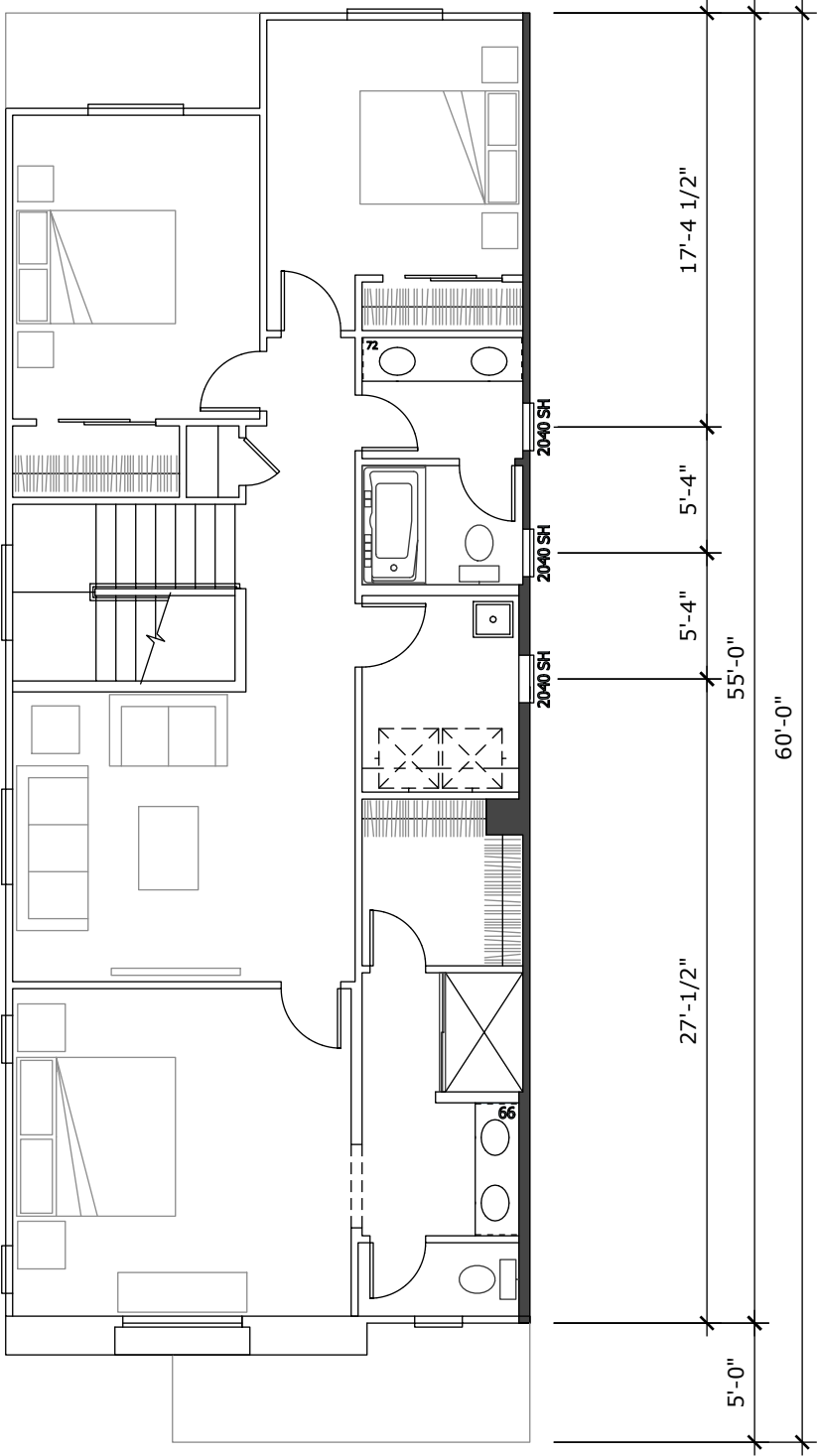
STATUS |
NCD RETREAT @ WESTSHORE - 109/245 44%
NCD STONES THROW - 11/27 41%

AREA S.F. BREAKDOWN	
(A) FIRST FLOOR:	668
(B) SECOND FLOOR:	1,188
TOTAL LIVABLE:	1,856
(C) GARAGE:	447
(D) COVERED PORCH	
ELEVATION A	75
ELEVATION B	75
ELEVATION C	110
(E) COVERED PATIO:	92

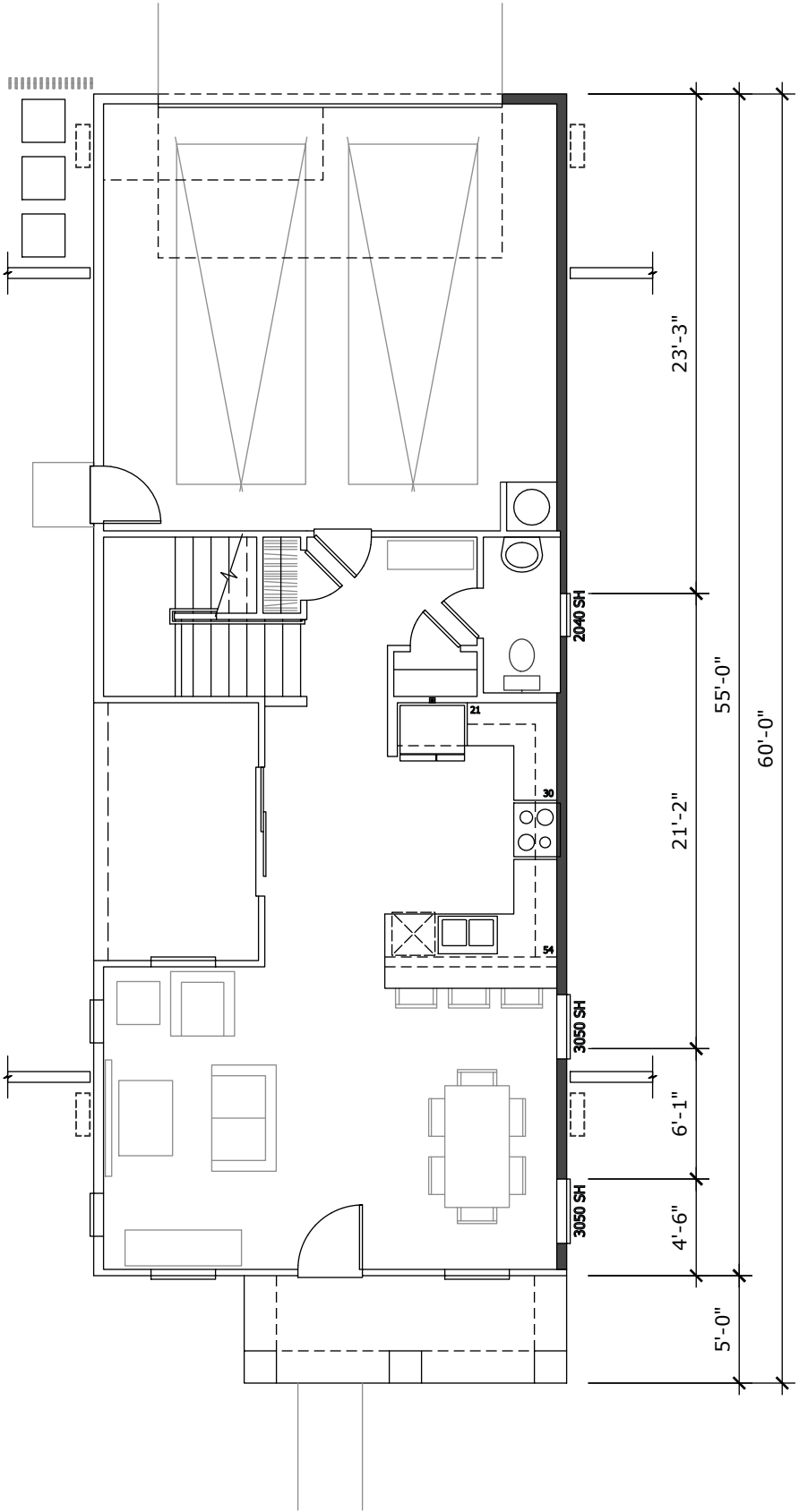
MAX FOOTPRINT: 1,320



TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,282/ 2,340 = 55%



2ND FLOOR



1ST FLOOR

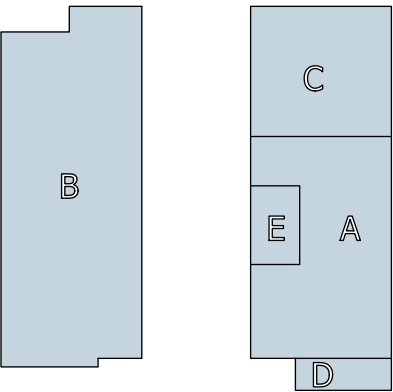
LIV. SF:	1,856
PLAN WIDTH:	22'
PLAN #:	2221
SCALE:	1/8" = 1'-0"
NAME:	PLAN 2

VITAL STATS	
BEDROOM	3 (OPT. 4)
BATH	2.5
CAR	2
CEILING	8' 9'
WINDOW HDR	7' 7'

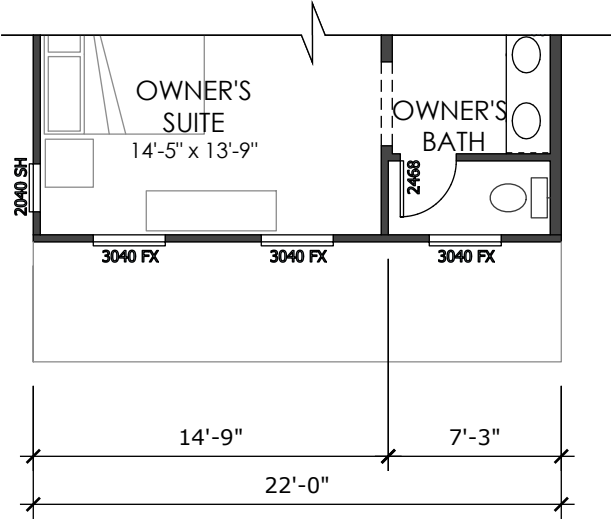
STATUS |
NCD RETREAT @ WESTSHORE - 109/245 44%
NCD STONES THROW - 11/27 41%

AREA S.F. BREAKDOWN	
(A) FIRST FLOOR:	668
(B) SECOND FLOOR:	1,188
TOTAL LIVABLE:	1,856
(C) GARAGE:	447
(D) COVERED PORCH	
ELEVATION A	75
ELEVATION B	75
ELEVATION C	110
(E) COVERED PATIO:	92

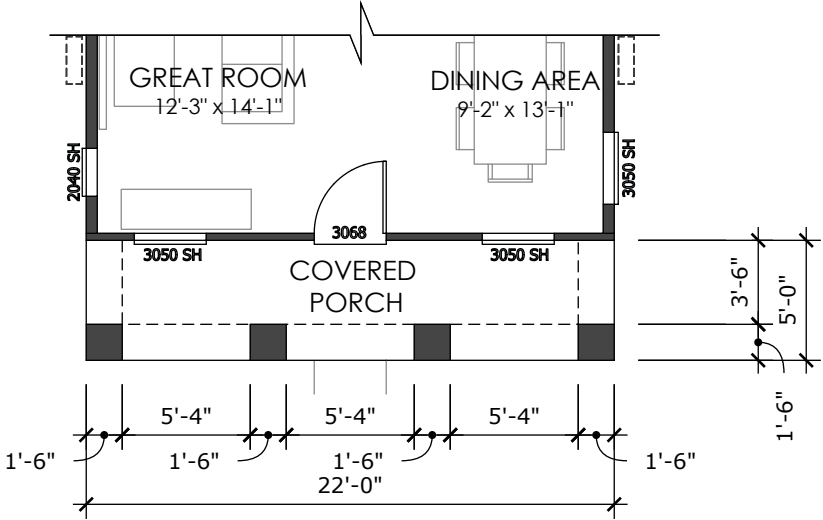
MAX FOOTPRINT: 1,320



TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,282/ 2,340 = 55%

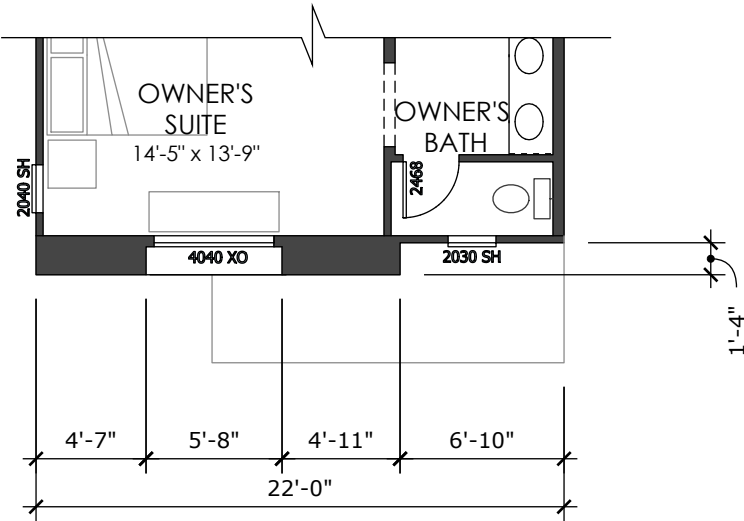


2ND FLOOR

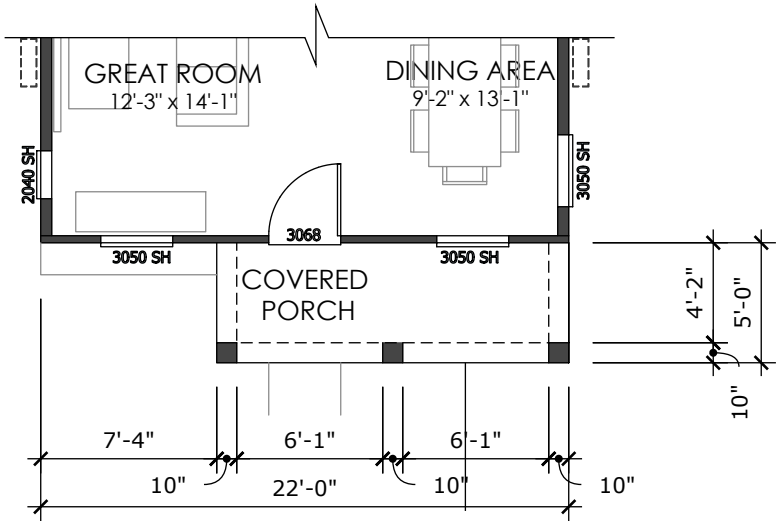


1ST FLOOR

FORM C - CRAFTSMAN



2ND FLOOR



1ST FLOOR

FORM B - FARMHOUSE

LIV. SF:	1,856
PLAN WIDTH:	22'
PLAN #:	2221
SCALE:	1/8" = 1'-0"
NAME:	PLAN 2

VITAL STATS	
BEDROOM	3 (OPT. 4)
BATH	2.5
CAR	2
CEILING	8' 9'
WINDOW HDR	7' 7'

STATUS |
NCD RETREAT @ WESTSHORE - 109/245 44%
NCD STONES THROW - 11/27 41%

AREA S.F. BREAKDOWN	
(A) FIRST FLOOR:	668
(B) SECOND FLOOR:	1,188
TOTAL LIVABLE:	1,856
(C) GARAGE:	447
(D) COVERED PORCH	
ELEVATION A	75
ELEVATION B	75
ELEVATION C	110
(E) COVERED PATIO:	92

MAX FOOTPRINT: 1,320

TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,282/ 2,340 = 55%

ITEM 12.1.

LIV. SF:1,856

PLAN WIDTH:22'

PLAN #:2221

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

NAME:PLAN 2

VITAL STATS

BEDROOM3 (OPT. 4)

BATH2.5

CAR2

CEILING8' | 9'

WINDOW HDR7' | 7'

STATUS |

NCD RETREAT @ WESTSHORE - 109/245 44%

NCD STONES THROW - 11/27 41%

AREA S.F. BREAKDOWN

(A)FIRST FLOOR:668

(B)SECOND FLOOR:1,188

TOTAL LIVABLE:1,856

(C)GARAGE:447

(D) COVERED PORCH

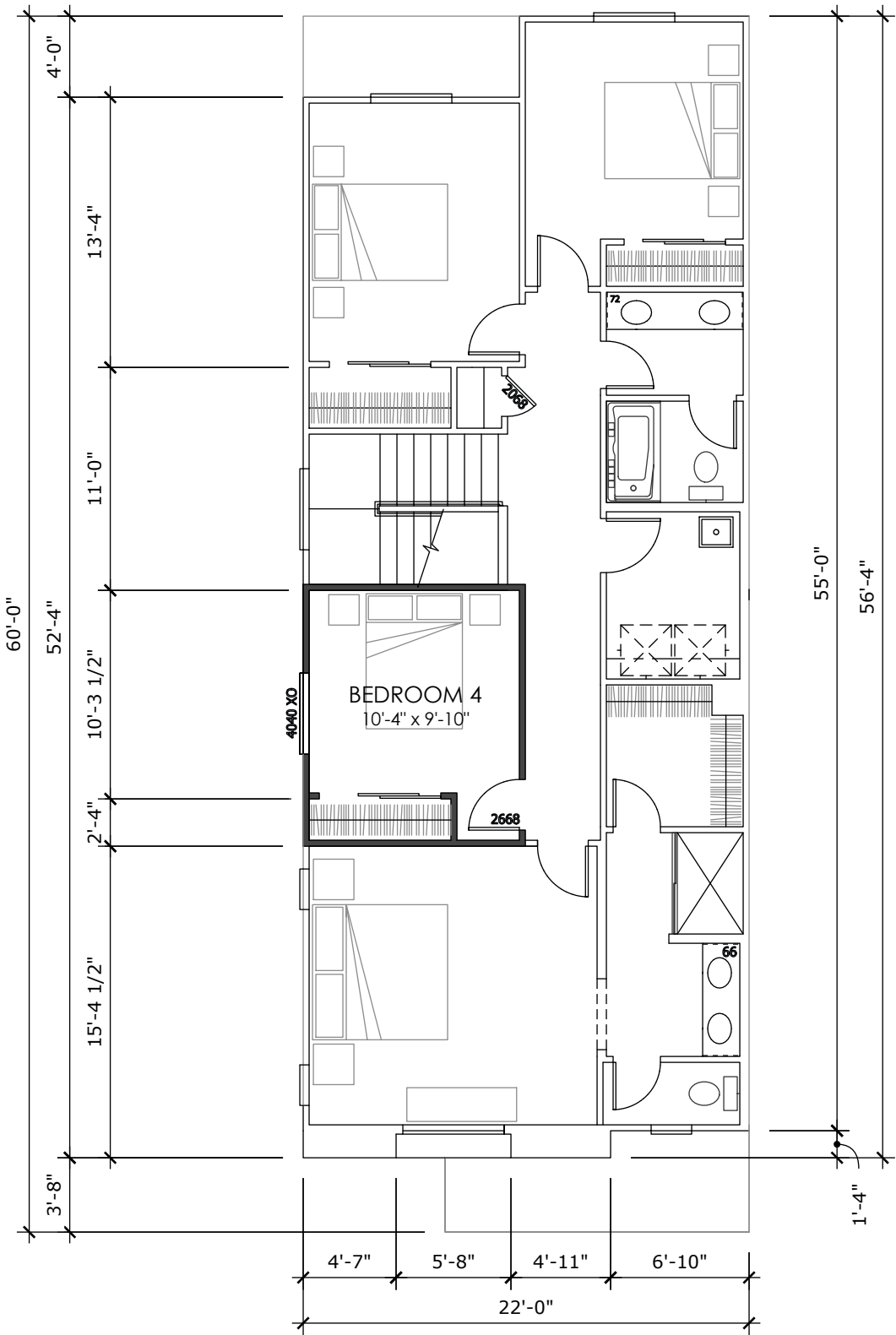
ELEVATION A75

ELEVATION B75

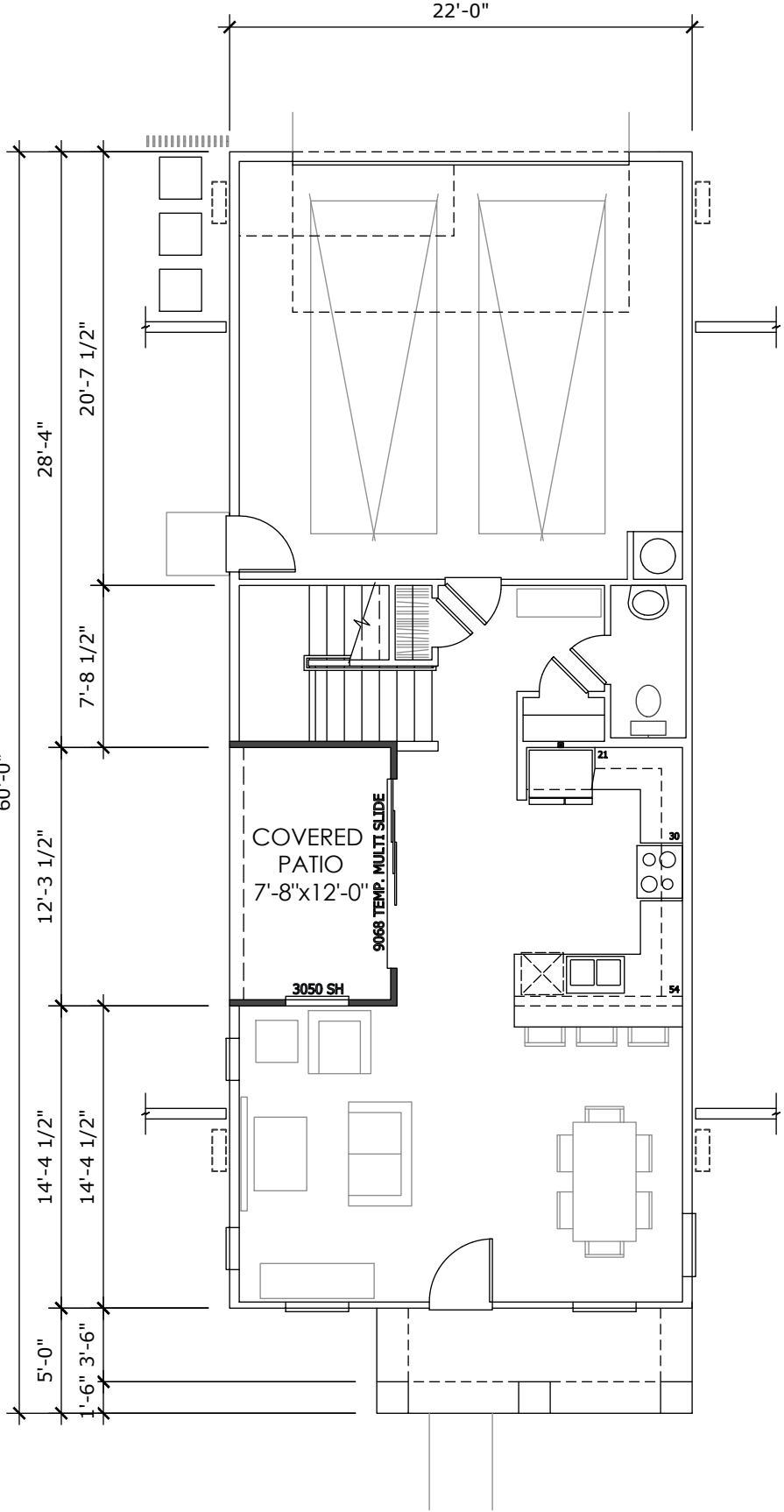
ELEVATION C110

(E) COVERED PATIO:92

MAX FOOTPRINT:1,320



2ND FLOOR - OPTIONS



1ST FLOOR - OPTIONS

FORM A - COTTAGE

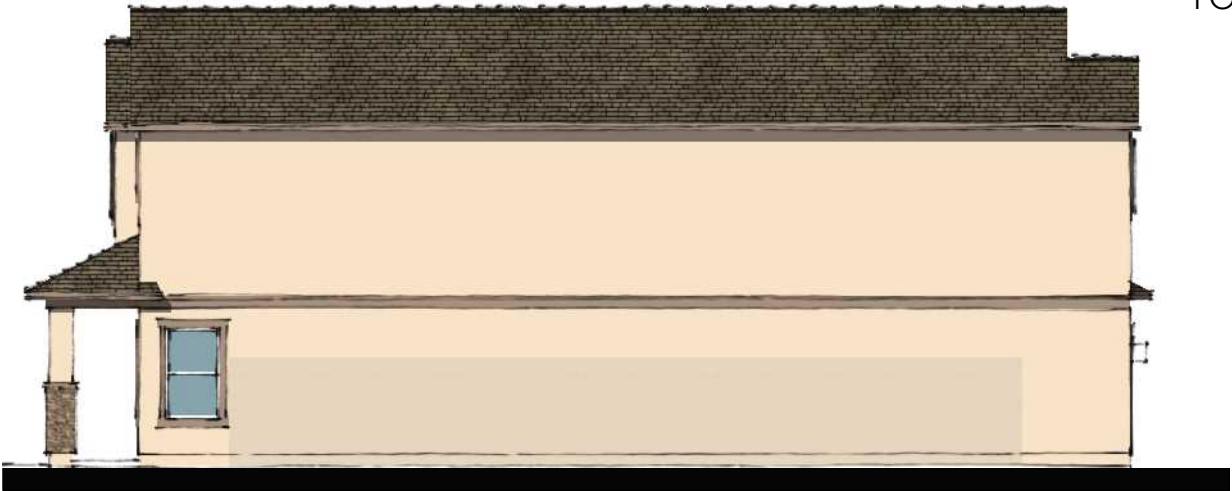
ITEM 12.1.

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 1,856
PLAN WIDTH: 22'
PLAN #: 2221
FORM A - COTTAGE



FORM A - COTTAGE
FRONT VIEW: N.T.S.



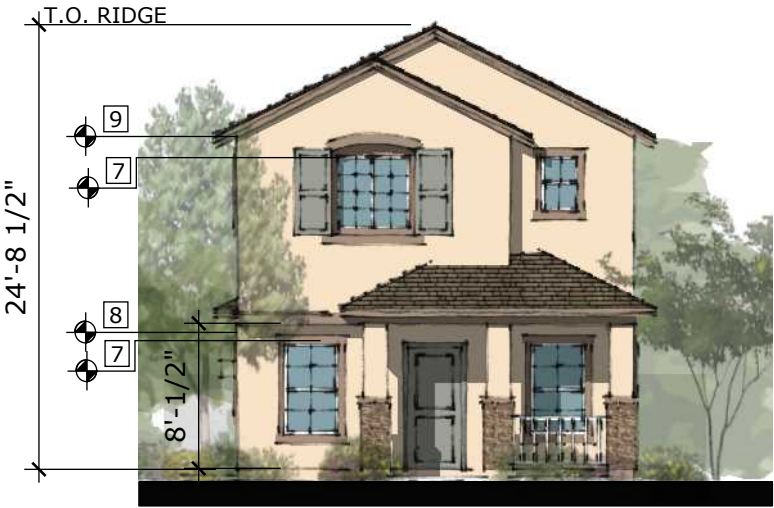
RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



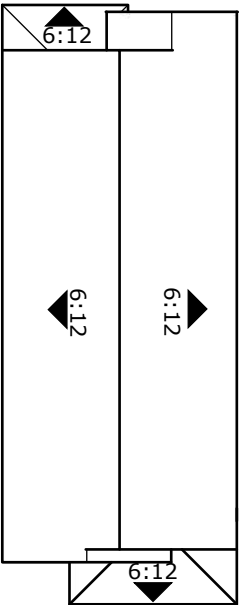
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

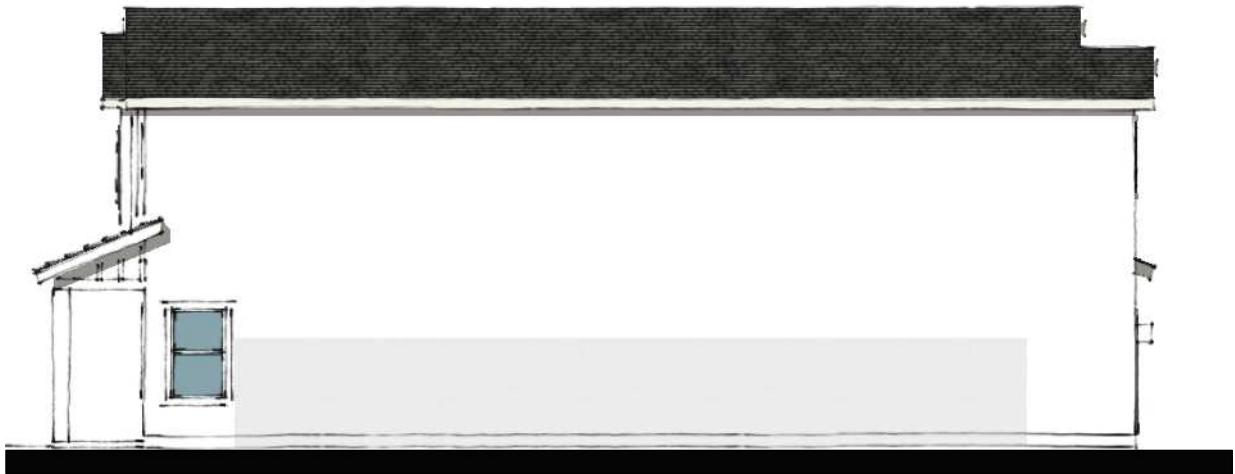
- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0 "
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - **REVISED 11.30.2021**

ITEM 12.1.



FORM B - FARMHOUSE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



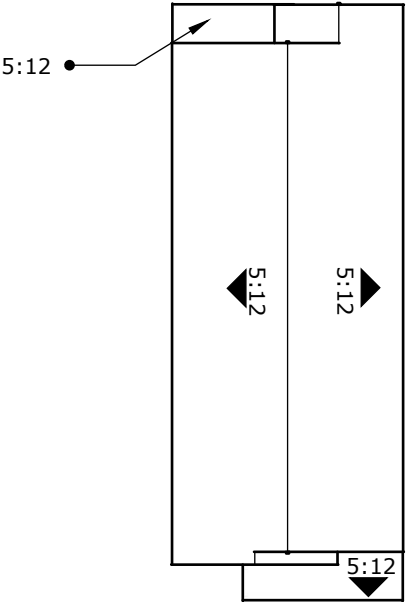
LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 1,856
PLAN WIDTH: 22'
PLAN #: 2221
FORM B - FARMHOUSE



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

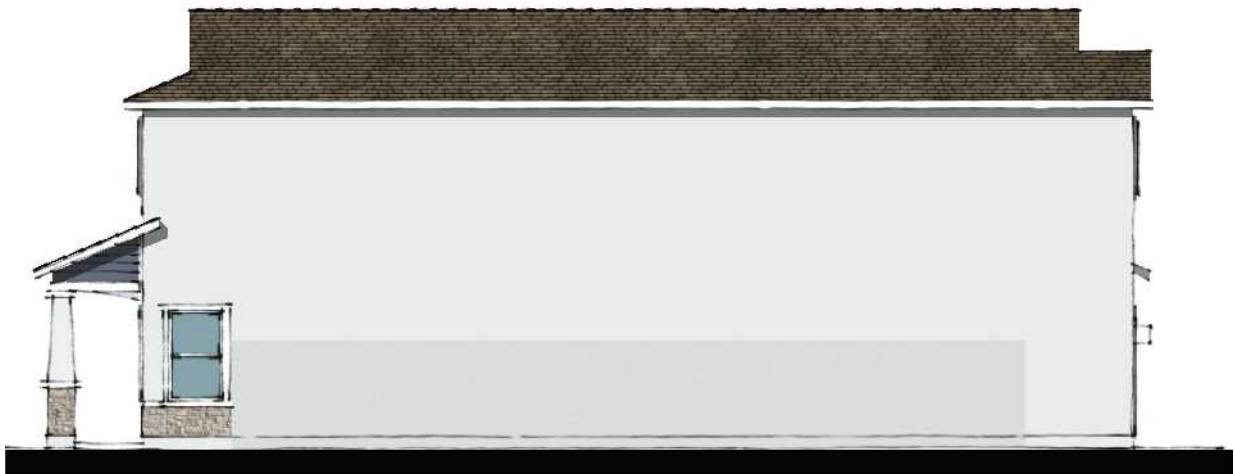
- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0 "
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.



FORM C - CRAFTSMAN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



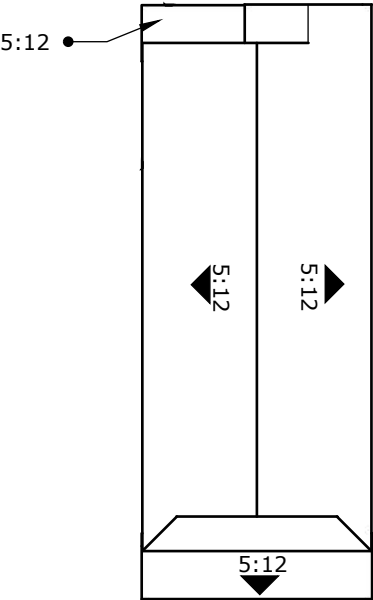
LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF:	1,856
PLAN WIDTH:	22'
PLAN #:	2221
FORM C - CRAFTSMAN	



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0 "
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.

ATTACHMENT 2

Exhibit A to the Resolution

SERIES WIDTH VARIES

LIV. SF:1,856

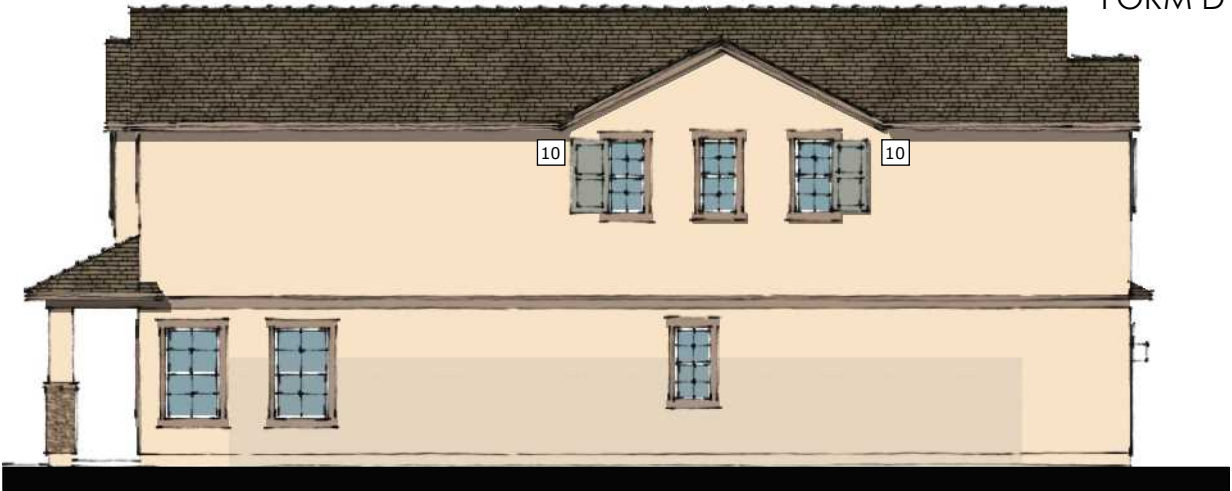
PLAN WIDTH:22'

PLAN #:2221

FORM D - COTTAGE ENHANCED



FORM D - COTTAGE ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



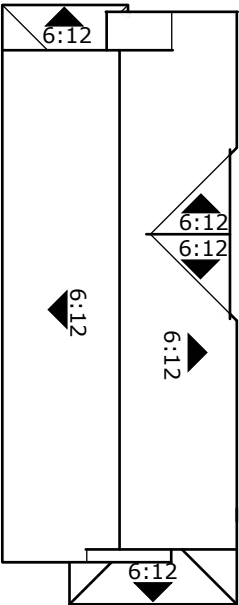
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH

ASPIRE - 30'/31' x 78' LOTS

NCD - RANCHO CORDOVA, CA

DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 1,856
PLAN WIDTH: 22'
PLAN #: 2221
FORM E - FARMHOUSE ENHANCED



FORM E - FARMHOUSE ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



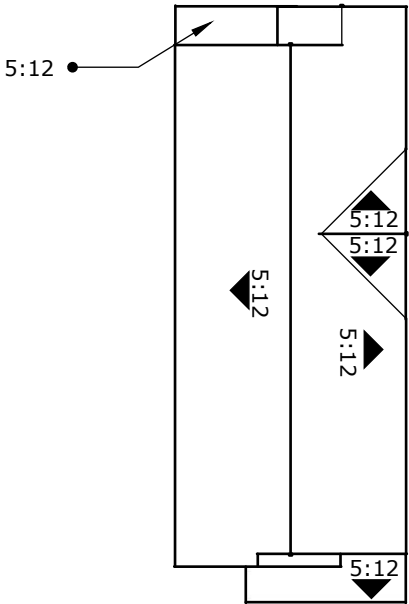
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 1,856
PLAN WIDTH: 22'
PLAN #: 2221
FORM F - CRAFTSMAN ENHANCED



FORM F - COTTAGE ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



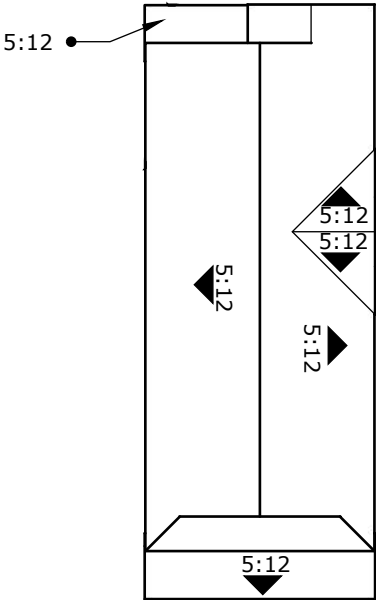
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



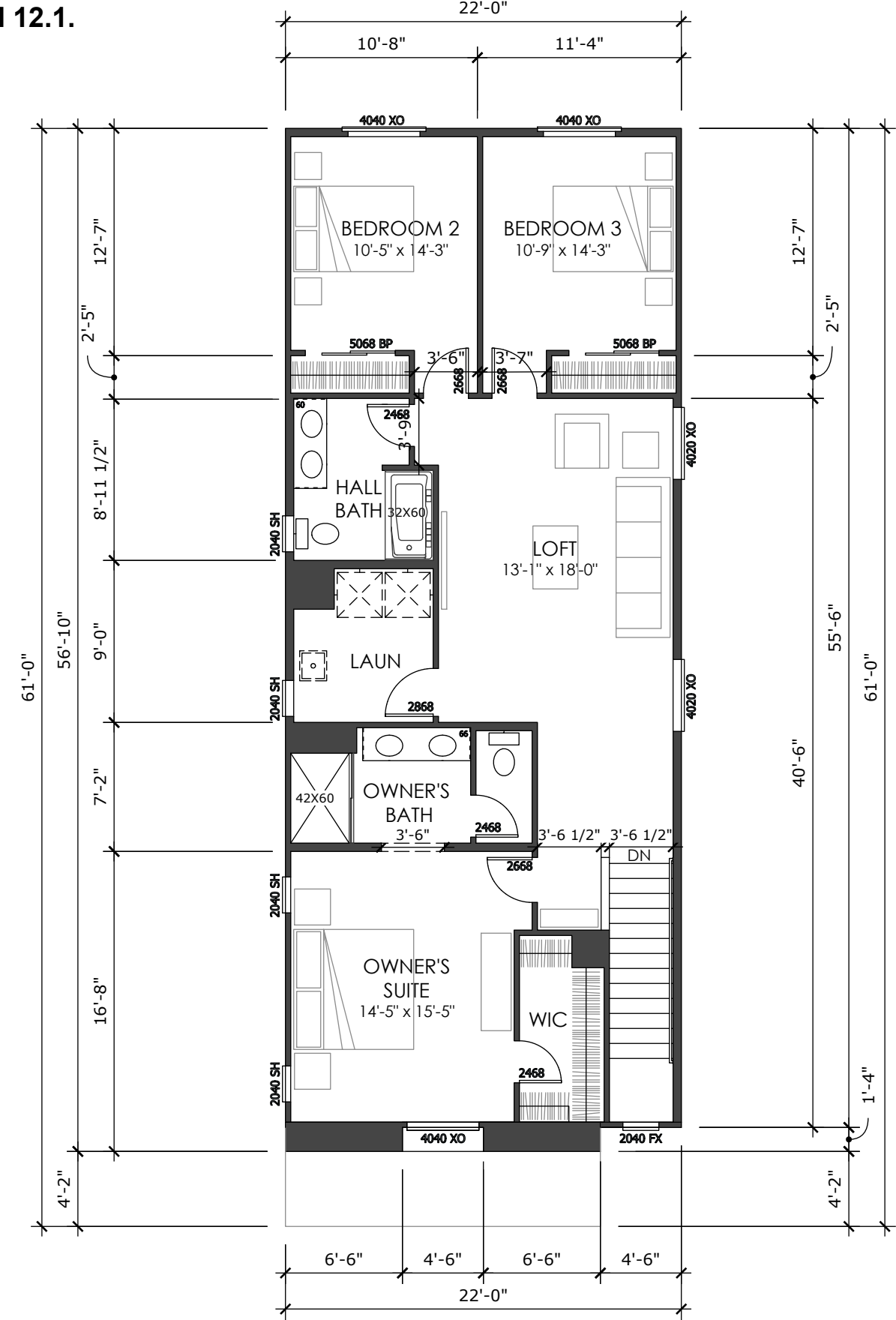
ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

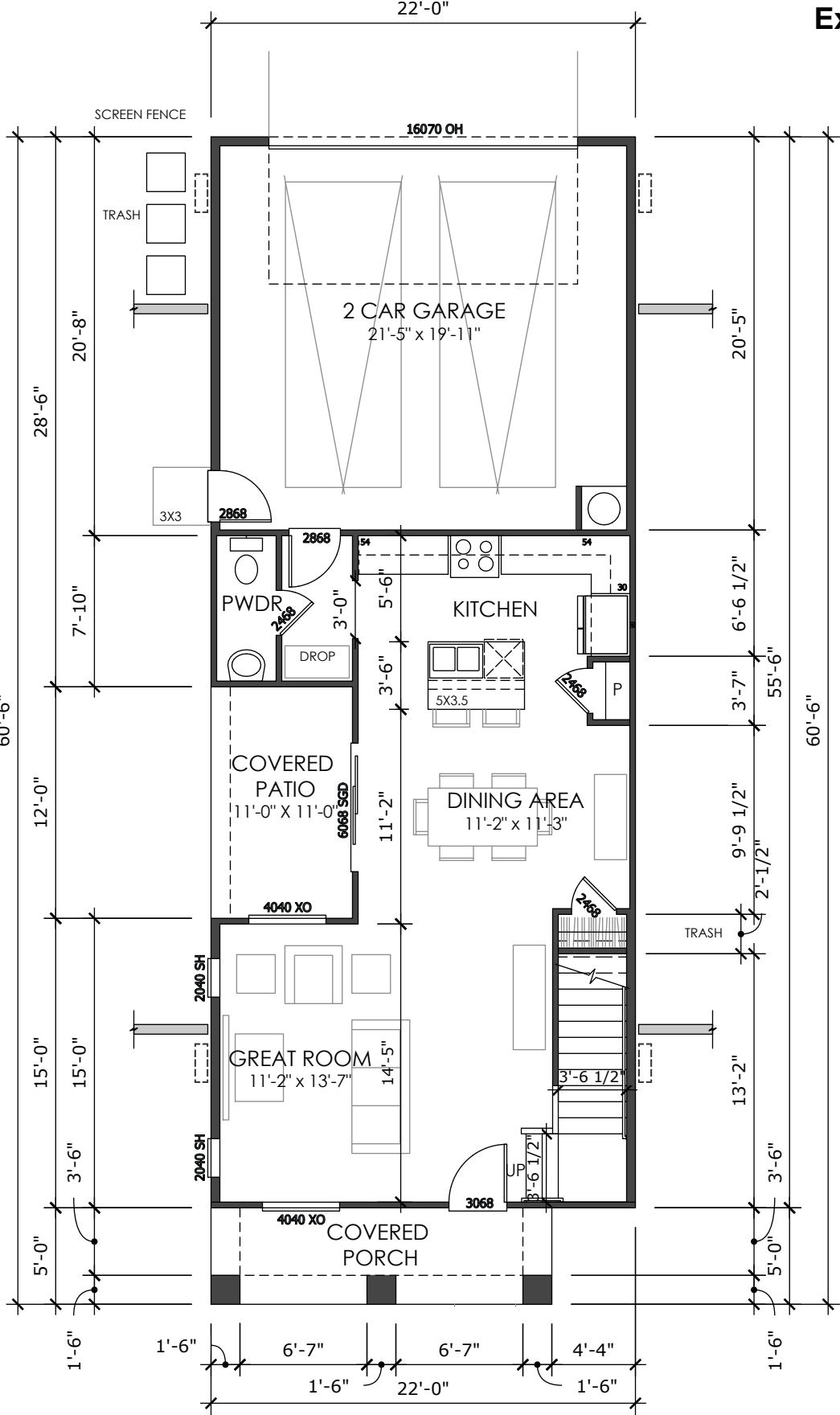
- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.



2ND FLOOR



1ST FLOOR

ATTACHMENT 2
Exhibit A to the Resolution

SERIES WIDTH:
VARIES

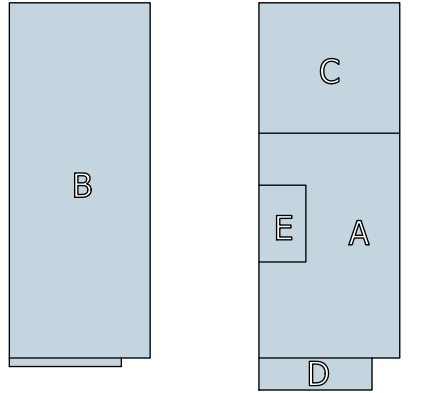
LIV. SF:	1,906
PLAN WIDTH:	22'
PLAN #:	2224
SCALE:	1/8" = 1'-0"
NAME:	PLAN 3

VITAL STATS	
BEDROOM	3
BATH	2.5
CAR	2
CEILING	8' 9'
WINDOW HDR	7' 7'

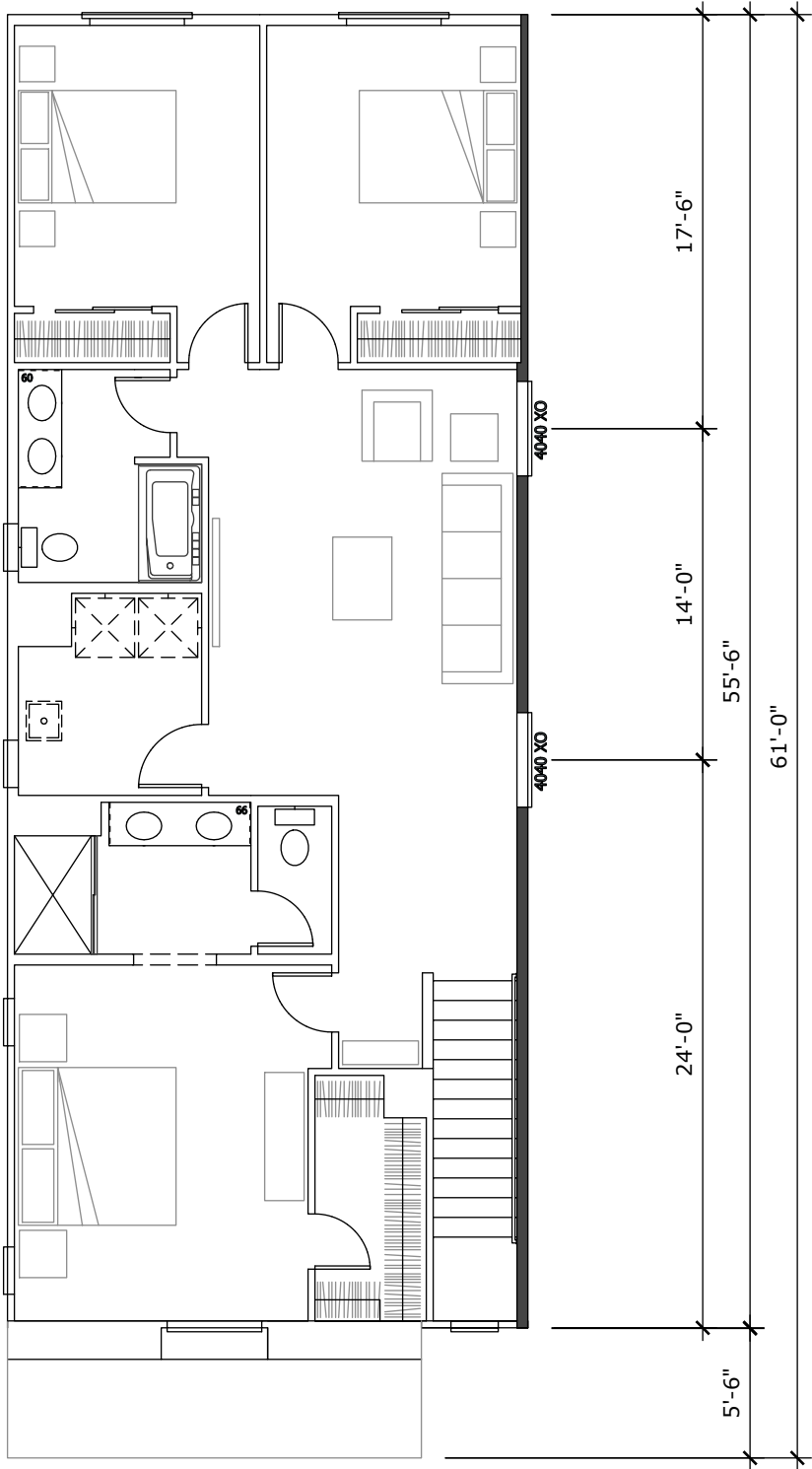
STATUS |
NCD RETREAT @ WESTSHORE - 43/245 18%
NCD STONES THROW - 7/27 26%

AREA S.F. BREAKDOWN	
(A) FIRST FLOOR:	685
(B) SECOND FLOOR:	1,221
TOTAL LIVABLE:	1,906
(C) GARAGE:	448
(D) COVERED PORCH	
ELEVATION A	88
ELEVATION B	110
ELEVATION C	110
(E) COVERED PATIO:	88

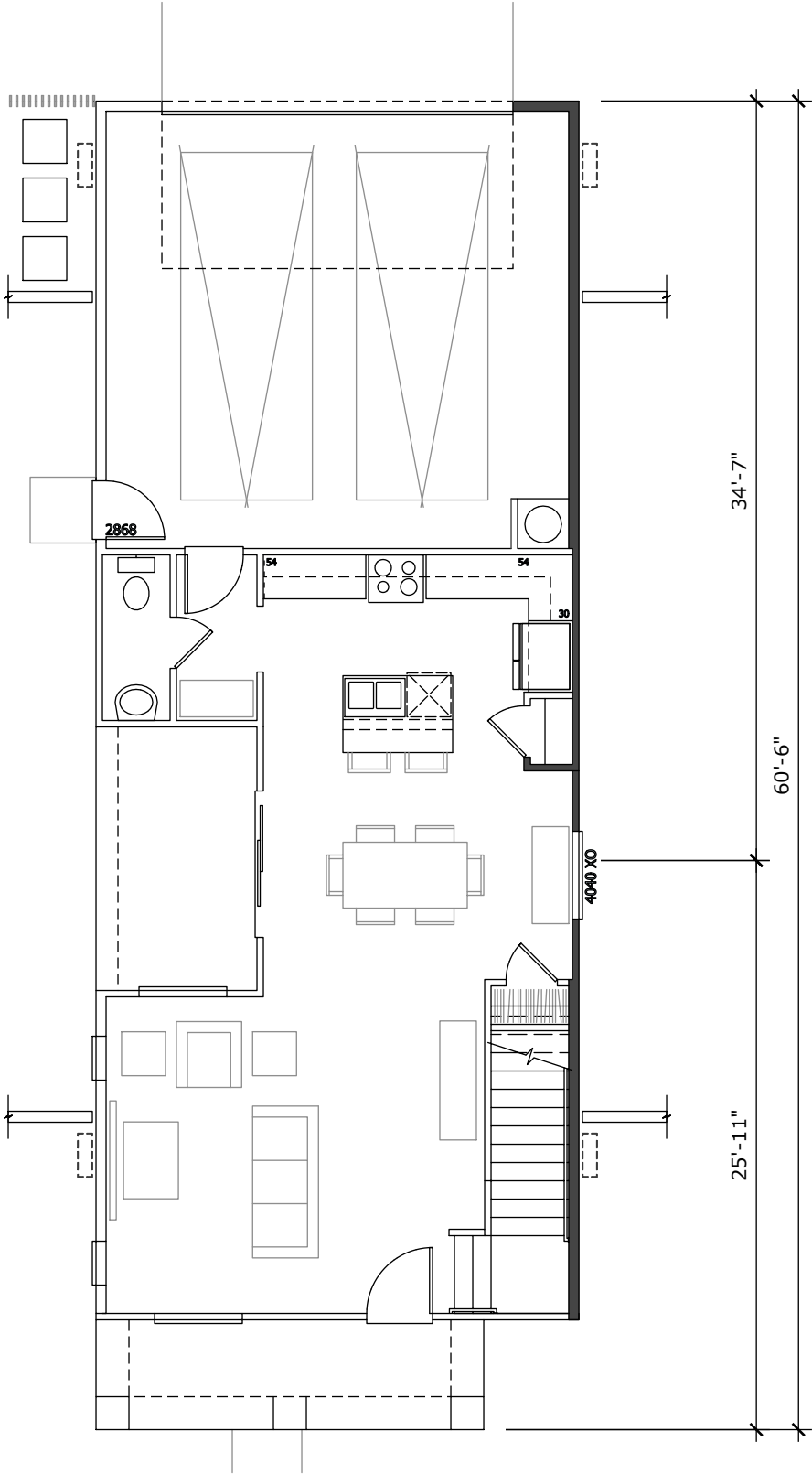
MAX FOOTPRINT: 1,282



TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,312/ 2,340 = 56%



2ND FLOOR



1ST FLOOR

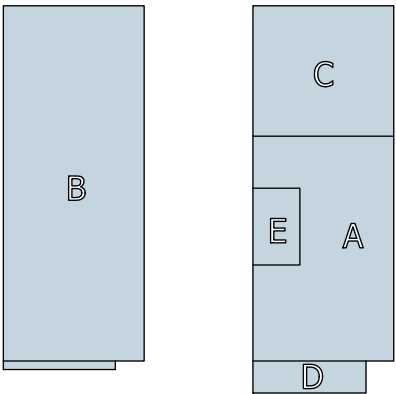
LIV. SF:	1,906
PLAN WIDTH:	22'
PLAN #:	2224
SCALE:	1/8" = 1'-0"
NAME:	PLAN 3

VITAL STATS	
BEDROOM	3
BATH	2.5
CAR	2
CEILING	8' 9'
WINDOW HDR	7' 7'

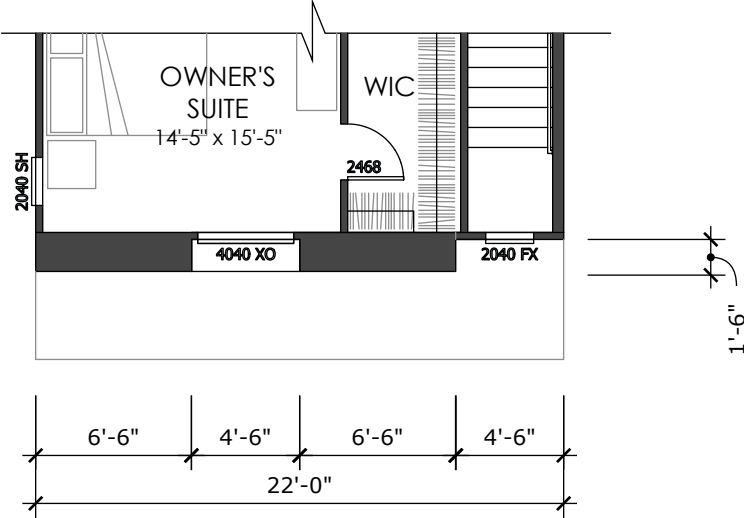
STATUS |
NCD RETREAT @ WESTSHORE - 43/245 18%
NCD STONES THROW - 7/27 26%

AREA S.F. BREAKDOWN	
(A) FIRST FLOOR:	685
(B) SECOND FLOOR:	1,221
TOTAL LIVABLE:	1,906
(C) GARAGE:	448
(D) COVERED PORCH	
ELEVATION A	88
ELEVATION B	110
ELEVATION C	110
(E) COVERED PATIO:	88

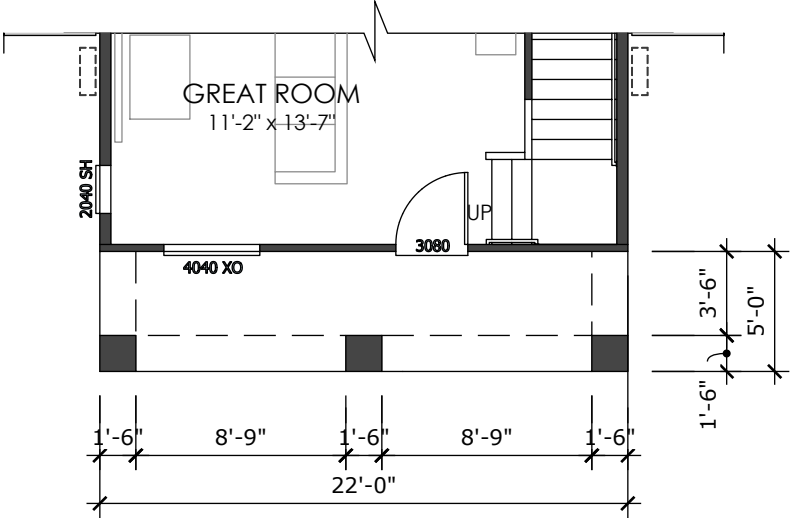
MAX FOOTPRINT: 1,282



TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,312/ 2,340 = 56%

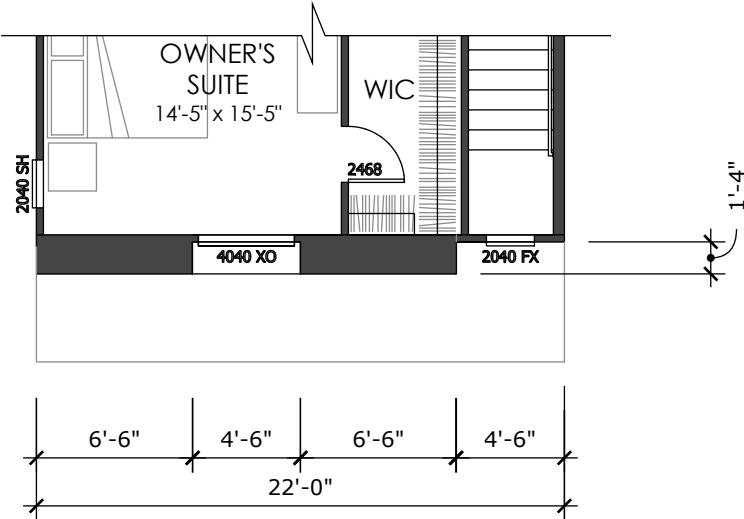


2ND FLOOR

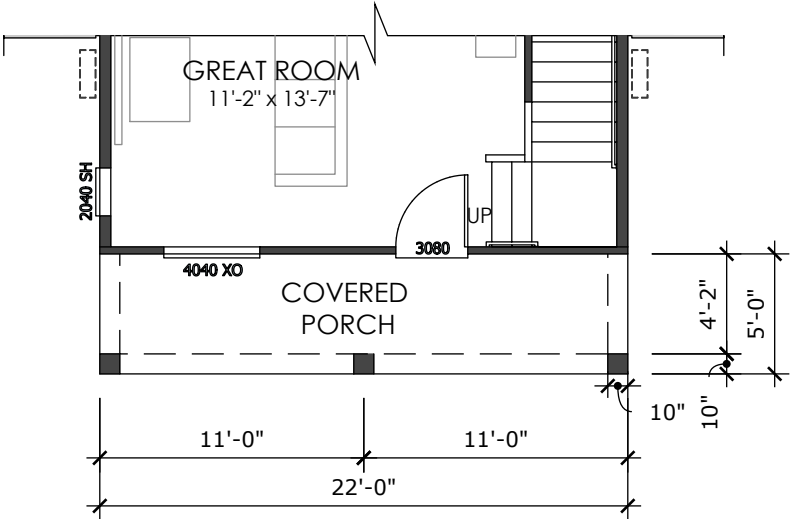


1ST FLOOR

FORM C - CRAFTSMAN



2ND FLOOR



1ST FLOOR

FORM B - FARMHOUSE

LIV. SF:	1,906
PLAN WIDTH:	22'
PLAN #:	2224
SCALE:	1/8" = 1'-0"
NAME:	PLAN 3

VITAL STATS	
BEDROOM	3
BATH	2.5
CAR	2
CEILING	8' 9'
WINDOW HDR	7' 7'

STATUS |
NCD RETREAT @ WESTSHORE - 43/245 18%
NCD STONES THROW - 7/27 26%

AREA S.F. BREAKDOWN	
(A) FIRST FLOOR:	685
(B) SECOND FLOOR:	1,221
TOTAL LIVABLE:	1,906
(C) GARAGE:	448
(D) COVERED PORCH	
ELEVATION A	88
ELEVATION B	110
ELEVATION C	110
(E) COVERED PATIO:	88

MAX FOOTPRINT: 1,282

TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,312/ 2,340 = 56%

ITEM 12.1.

LIV. SF:1,906

PLAN WIDTH:22'

PLAN #:2224

FORM A - COTTAGE



FORM A - COTTAGE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



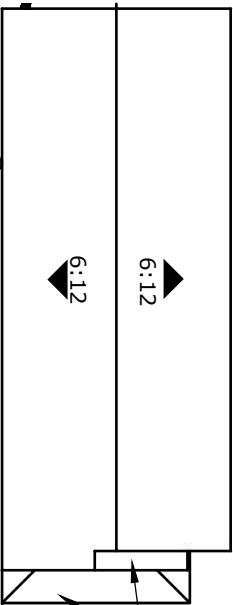
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1
- PROMINENT GABLES
- 2
- CONCRETE FLAT TILES
- 3
- 12" RAKES AND 12" EAVES
- 4
- DECORATIVE GABLE DETAILS
- 5
- DECORATIVE SHUTTERS
- 6
- DECORATIVE STONE VENEER
- 7
- WINDOW HDR - 7'-0"
- 8
- PLATE HEIGHT - 9'-1"
- 9
- PLATE HEIGHT - 8'-1"
- 10
- SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH

ASPIRE - 30'/31' x 78' LOTS

NCD - RANCHO CORDOVA, CA

DESIGN REVIEW - REVISED 11.30 2021

ITEM 12.1.

LIV. SF:1,906

PLAN WIDTH:22'

PLAN #:2224

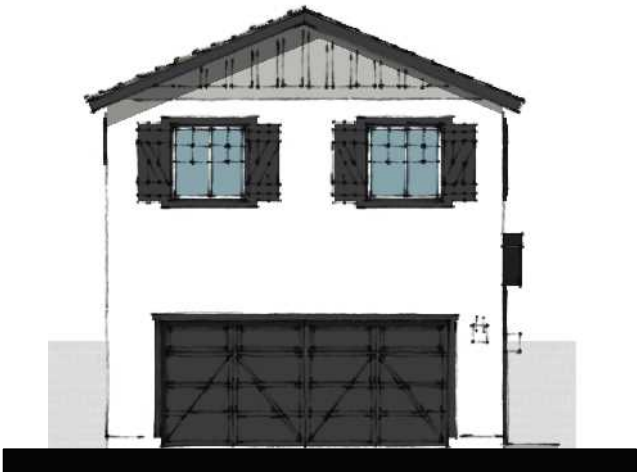
FORM B - FARMHOUSE



FORM B -FARMHOUSE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



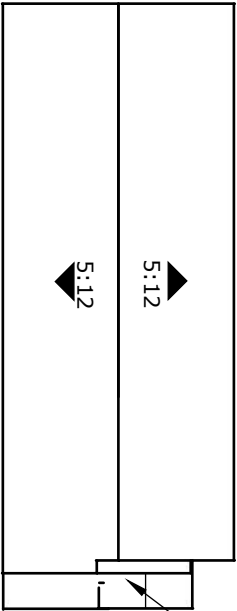
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH

ASPIRE - 30'/31' x 78' LOTS

NCD - RANCHO CORDOVA, CA

DESIGN REVIEW - REVISED 11.30 2021

ITEM 12.1.

LIV. SF:1,906

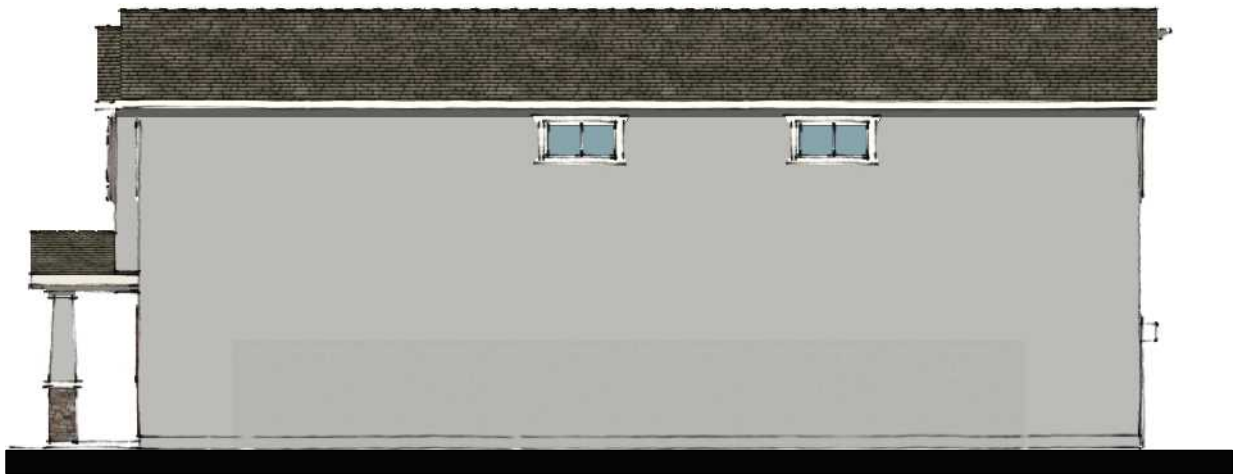
PLAN WIDTH:22'

PLAN #:2224

FORM C - CRAFTSMAN



FORM C - CRAFTSMAN
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



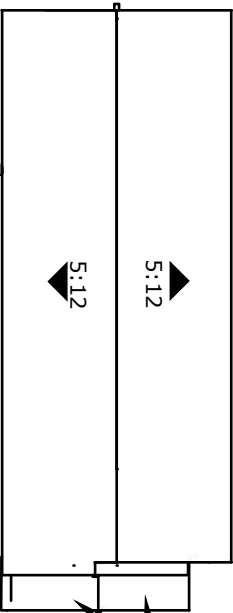
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH

ASPIRE - 30'/31' x 78' LOTS

NCD - RANCHO CORDOVA, CA

DESIGN REVIEW - REVISED 11.30 2021

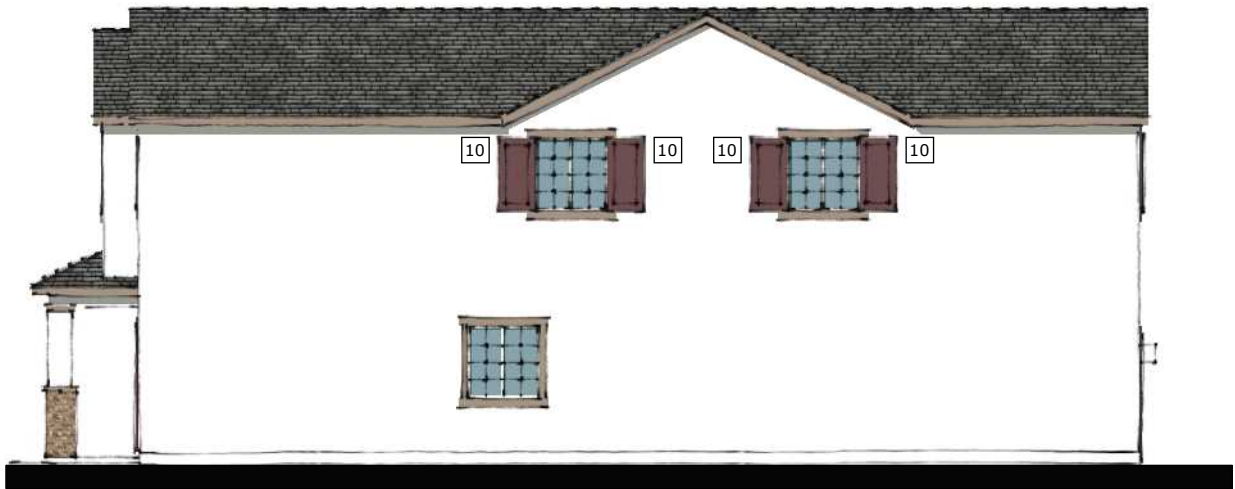
ITEM 12.1.

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 1,906
PLAN WIDTH: 22'
PLAN #: 2224
FORM D - COTTAGE ENHANCED



FORM D - COTTAGE ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



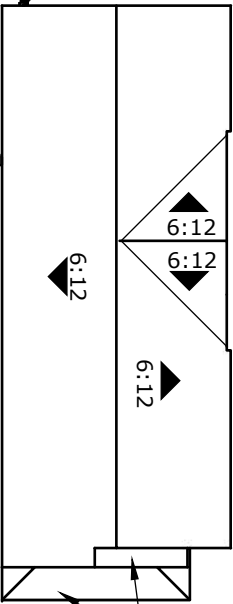
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.

ATTACHMENT 2

Exhibit A to the Resolution

SERIES WIDTH VARIES

LIV. SF:1,906

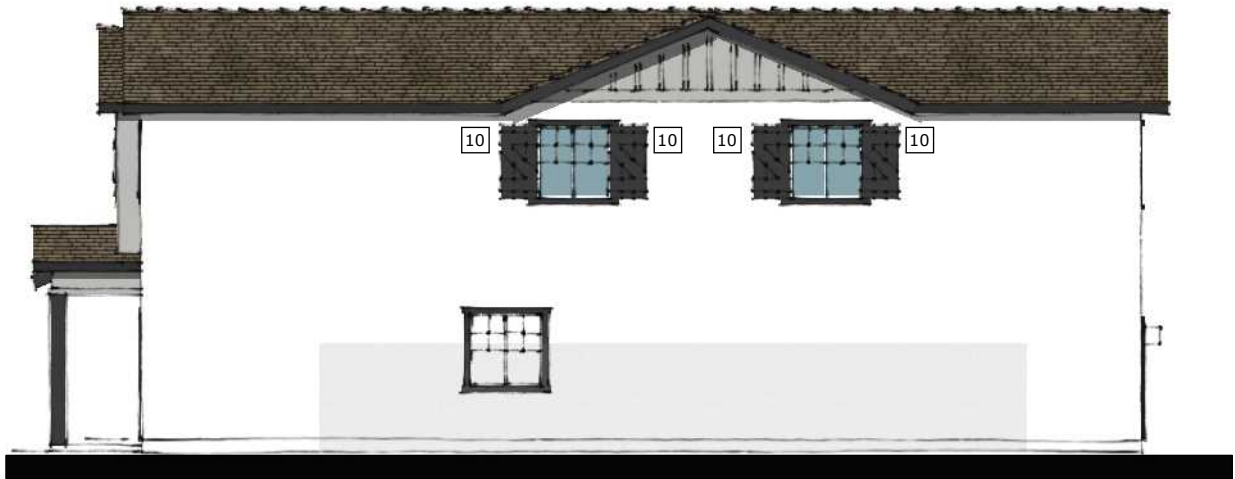
PLAN WIDTH:22'

PLAN #:2224

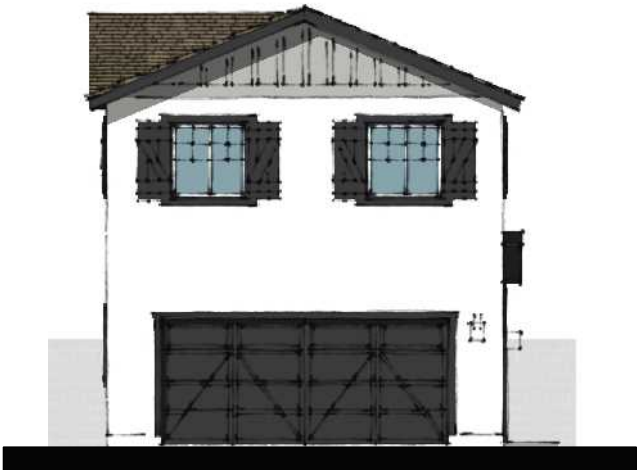
FORM E - FARMHOUSE ENHANCED



FORM E - FARMHOUSE ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



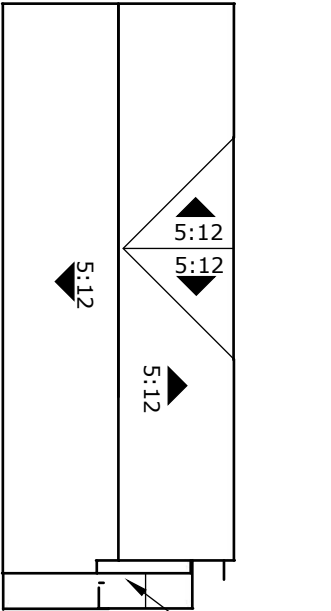
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1
- PROMINENT GABLES
- 2
- CONCRETE FLAT TILES
- 3
- 12" RAKES AND 12" EAVES
- 4
- DECORATIVE GABLE DETAILS
- 5
- DECORATIVE SHUTTERS
- 6
- DECORATIVE STONE VENEER
- 7
- WINDOW HDR - 7'-0"
- 8
- PLATE HEIGHT - 9'-1"
- 9
- PLATE HEIGHT - 8'-1"
- 10
- SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH

ASPIRE - 30'/31' x 78' LOTS

NCD - RANCHO CORDOVA, CA

DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.

LIV. SF:1,906

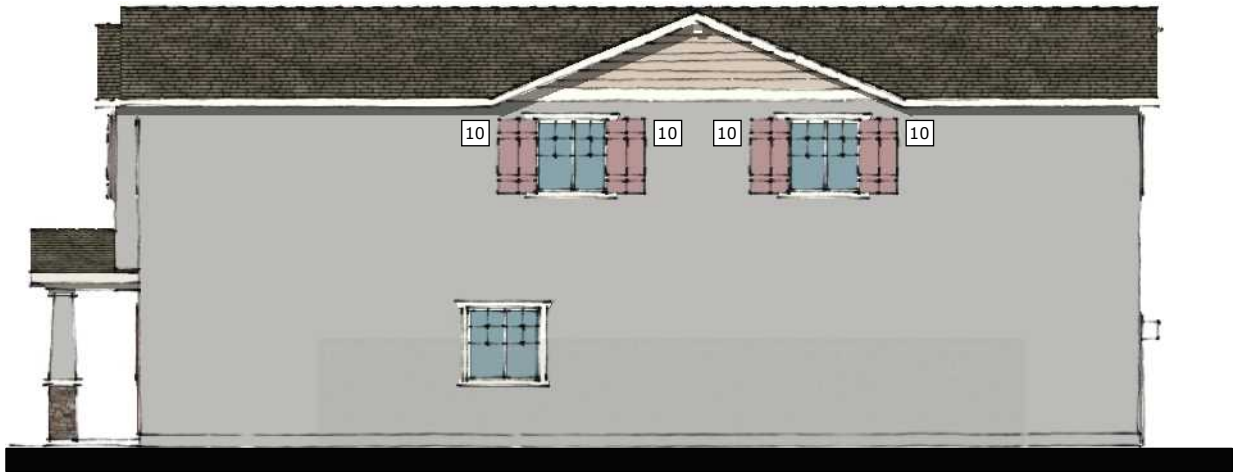
PLAN WIDTH:22'

PLAN #:2224

FORM F - CRAFTSMAN ENHANCED



FORM F - CRAFTSMAN ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



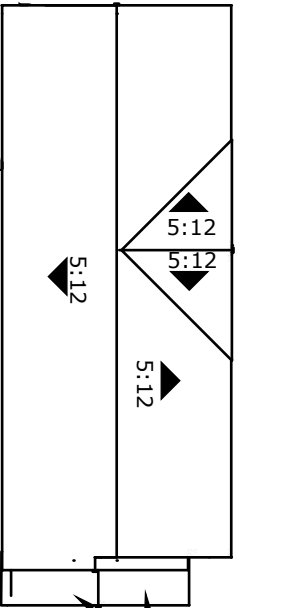
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH

ASPIRE - 30'/31' x 78' LOTS

NCD - RANCHO CORDOVA, CA

DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.

ATTACHMENT 2
Exhibit A to the Resolution

SERIES WIDTH:
VARIES

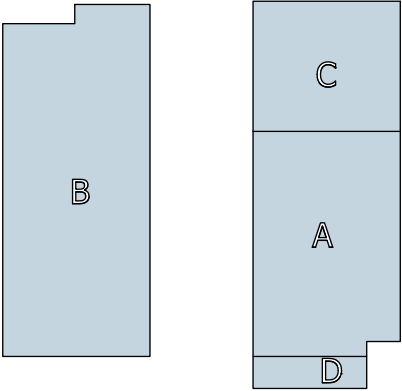
LIV. SF: 2,028
PLAN WIDTH: 23'
PLAN #: 2325
SCALE: 1/8" = 1'-0"
NAME: PLAN 4

VITAL STATS
BEDROOM 4 (OPT.5)
BATH 3
CAR 2
CEILING 8' | 9'
WINDOW HDR 7' | 7'

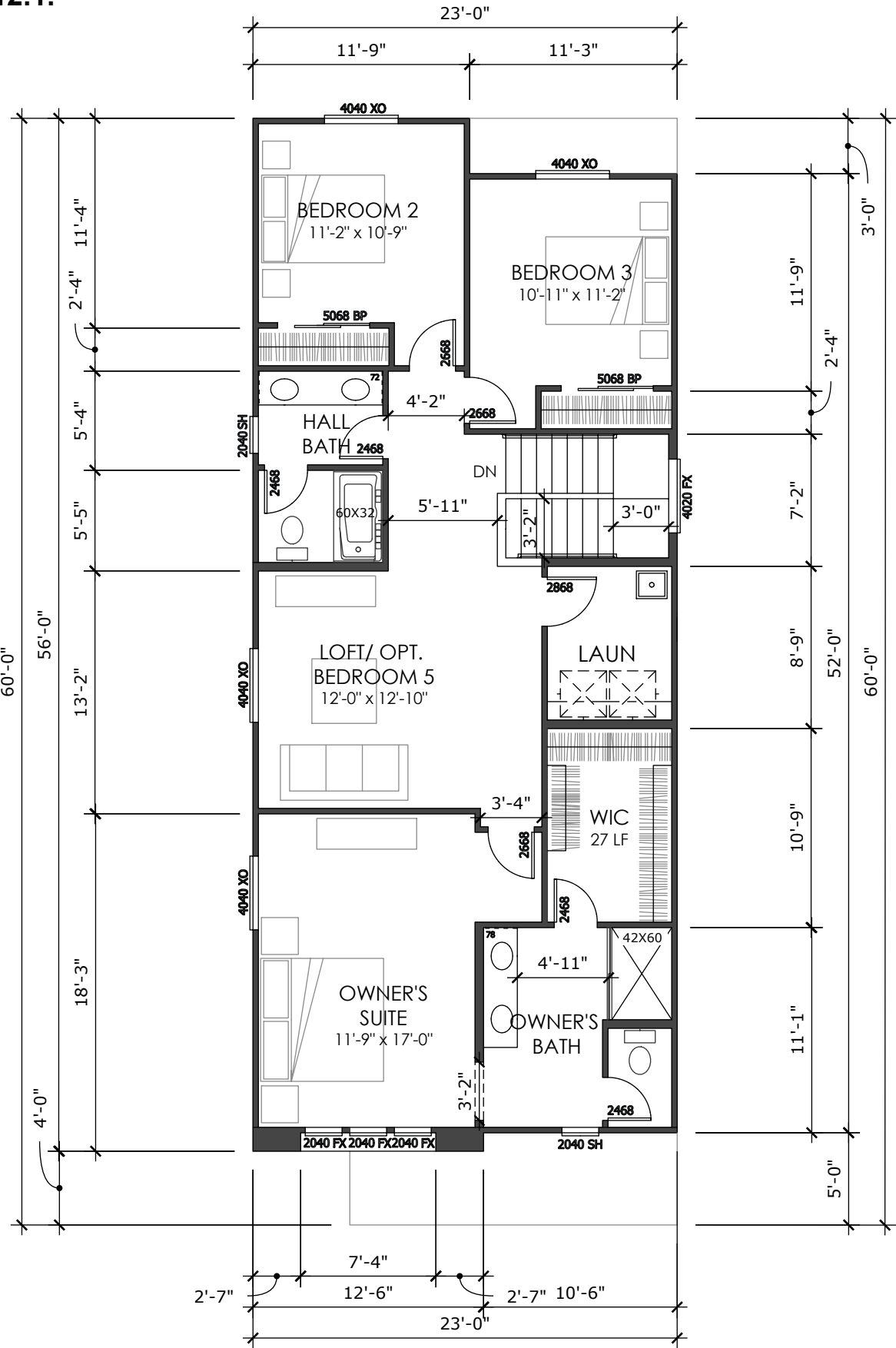
STATUS |
NCD STONES THROW - 6/27 22%

AREA S.F. BREAKDOWN
(A) FIRST FLOOR: 797
(B) SECOND FLOOR: 1,231
TOTAL LIVABLE: 2,028
(C) GARAGE: 468
(D) COVERED PORCH
ELEVATION A 89
ELEVATION B 89
ELEVATION C 89

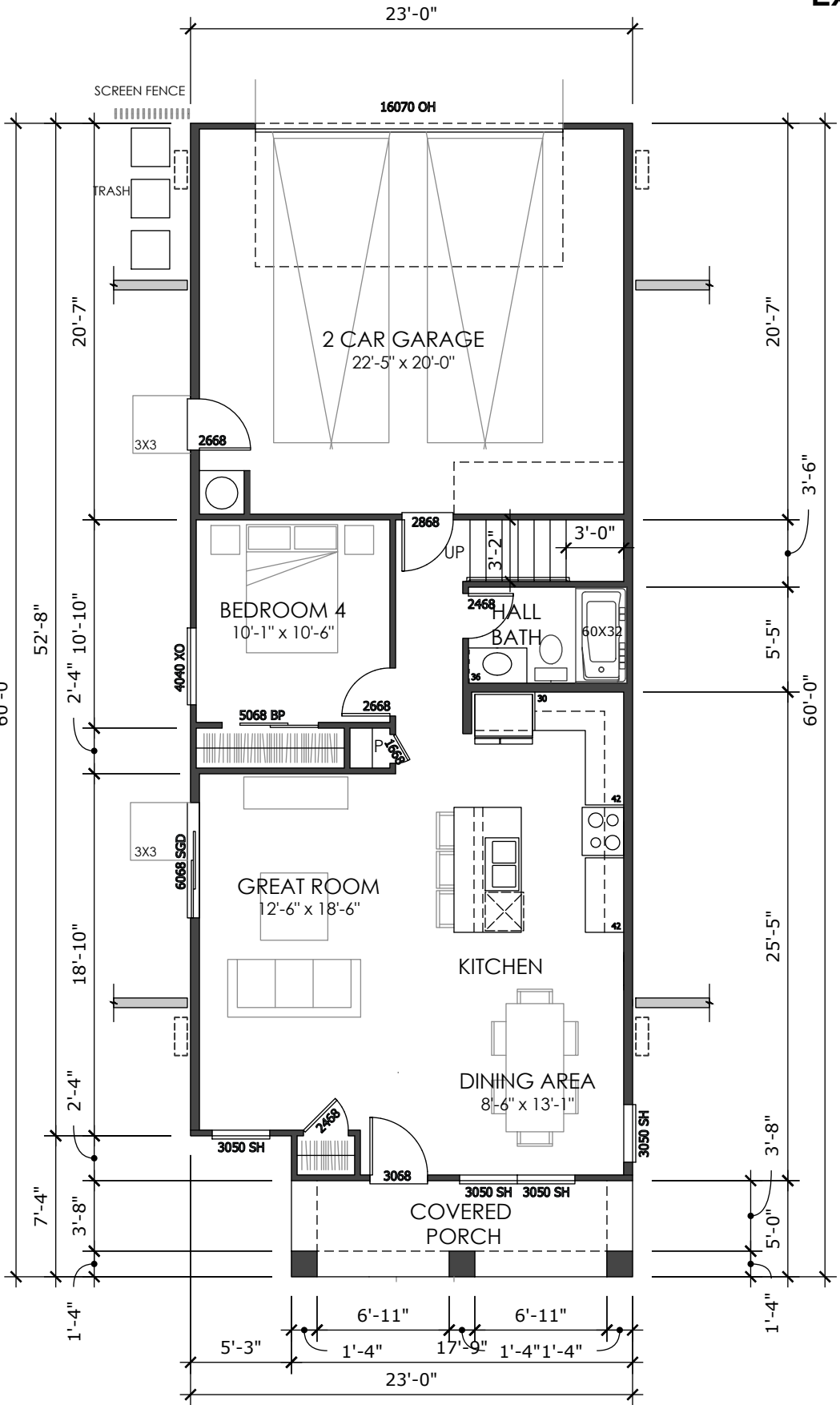
MAX FOOTPRINT: 1,353



TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,341/ 2,340 = 57%

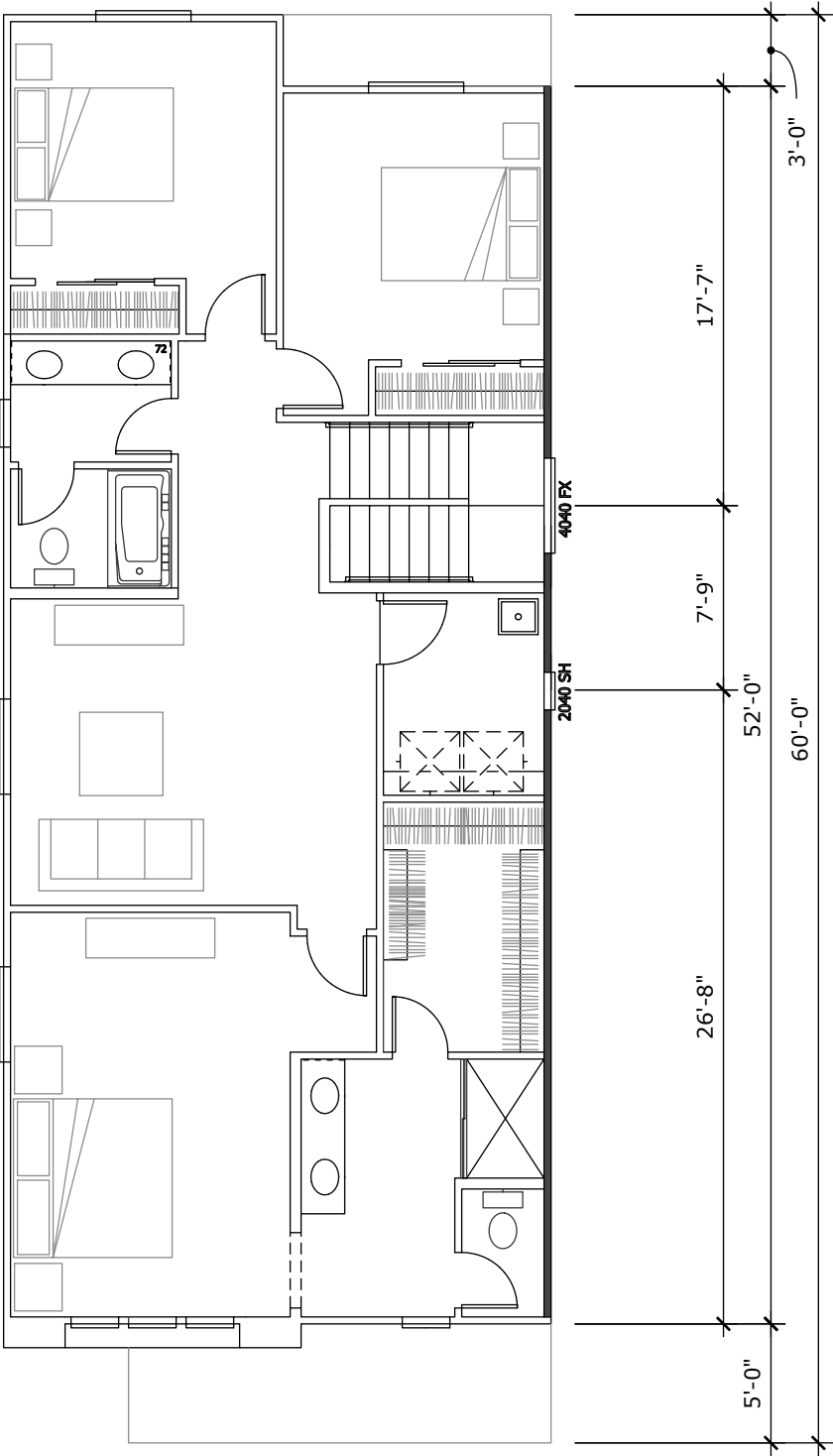


2ND FLOOR

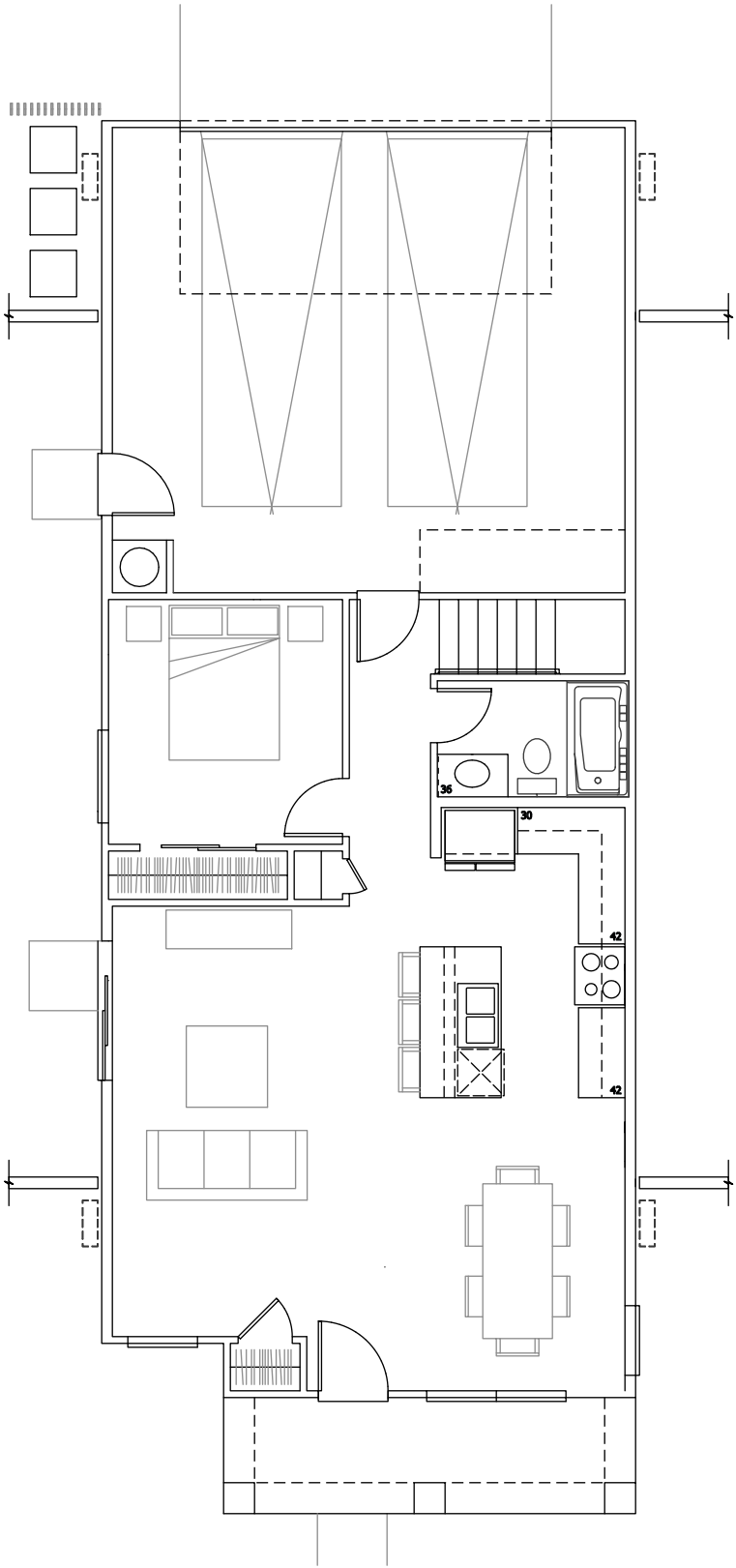


1ST FLOOR

FORM A - COTTAGE



2ND FLOOR



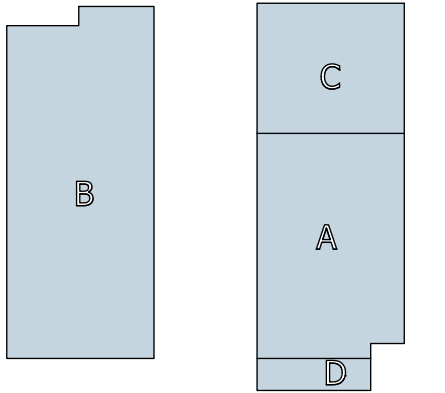
LIV. SF: 2,028
PLAN WIDTH: 23'
PLAN #: 2325
SCALE: 1/8" = 1'-0"
NAME: PLAN 4

VITAL STATS
BEDROOM 4 (OPT.5)
BATH 3
CAR 2
CEILING 8' | 9'
WINDOW HDR 7' | 7'

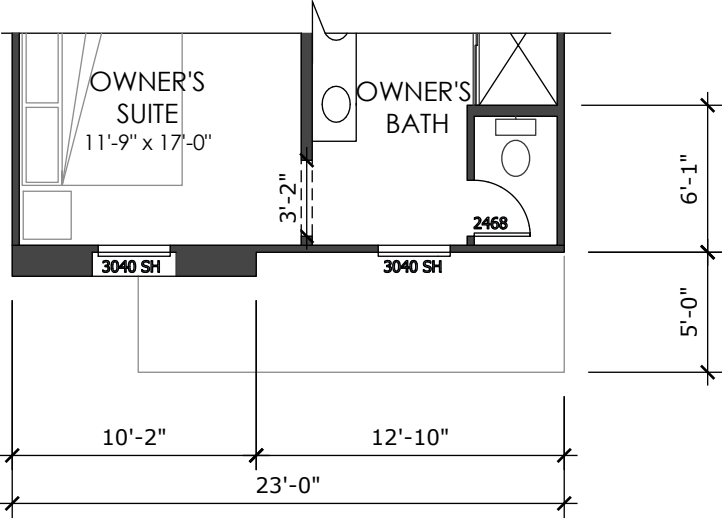
STATUS |
NCD STONES THROW - 6/27 22%

AREA S.F. BREAKDOWN
(A) FIRST FLOOR: 797
(B) SECOND FLOOR: 1,231
TOTAL LIVABLE: 2,028
(C) GARAGE: 468
(D) COVERED PORCH
ELEVATION A 89
ELEVATION B 89
ELEVATION C 89

MAX FOOTPRINT: 1,353

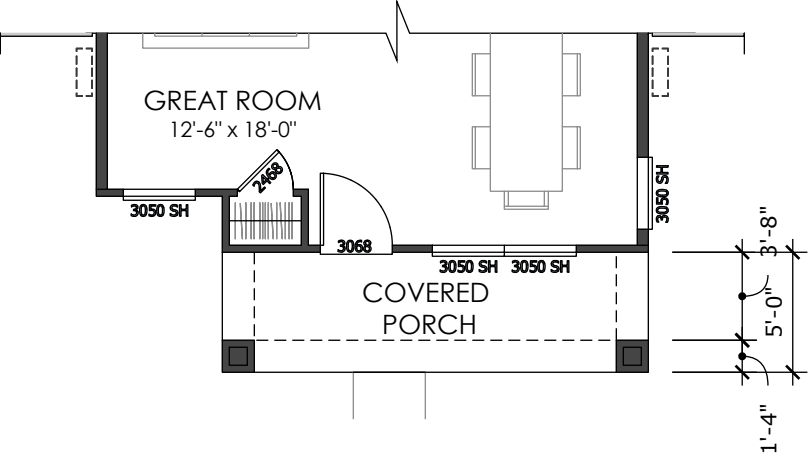


TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,341/ 2,340 = 57%

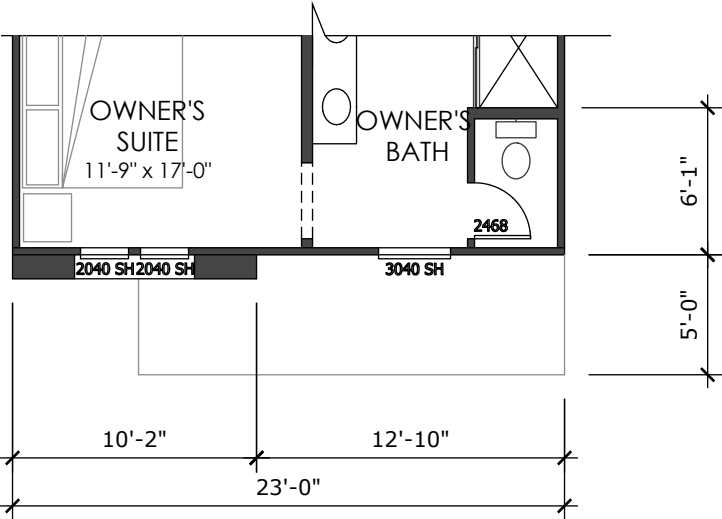


2ND FLOOR

FORM C - CRAFTSMAN

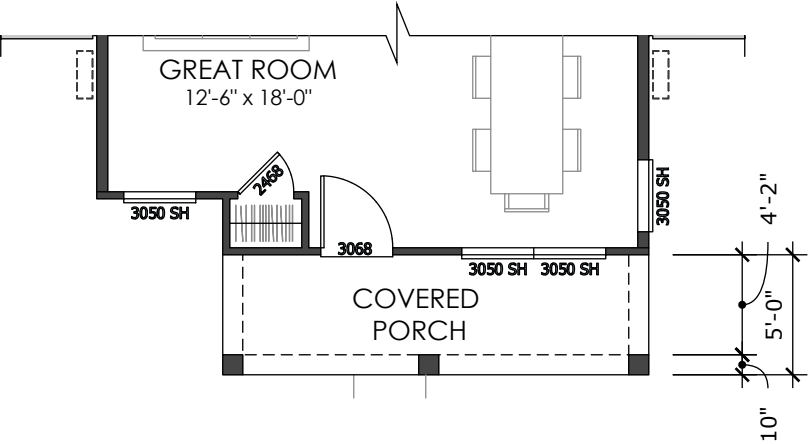


1ST FLOOR



2ND FLOOR

FORM B - FARMHOUSE



1ST FLOOR

LIV. SF: 2,028
PLAN WIDTH: 23'
PLAN #: 2325
SCALE: 1/8" = 1'-0"
NAME: PLAN 4

VITAL STATS
BEDROOM 4 (OPT.5)
BATH 3
CAR 2
CEILING 8' | 9'
WINDOW HDR 7' | 7'

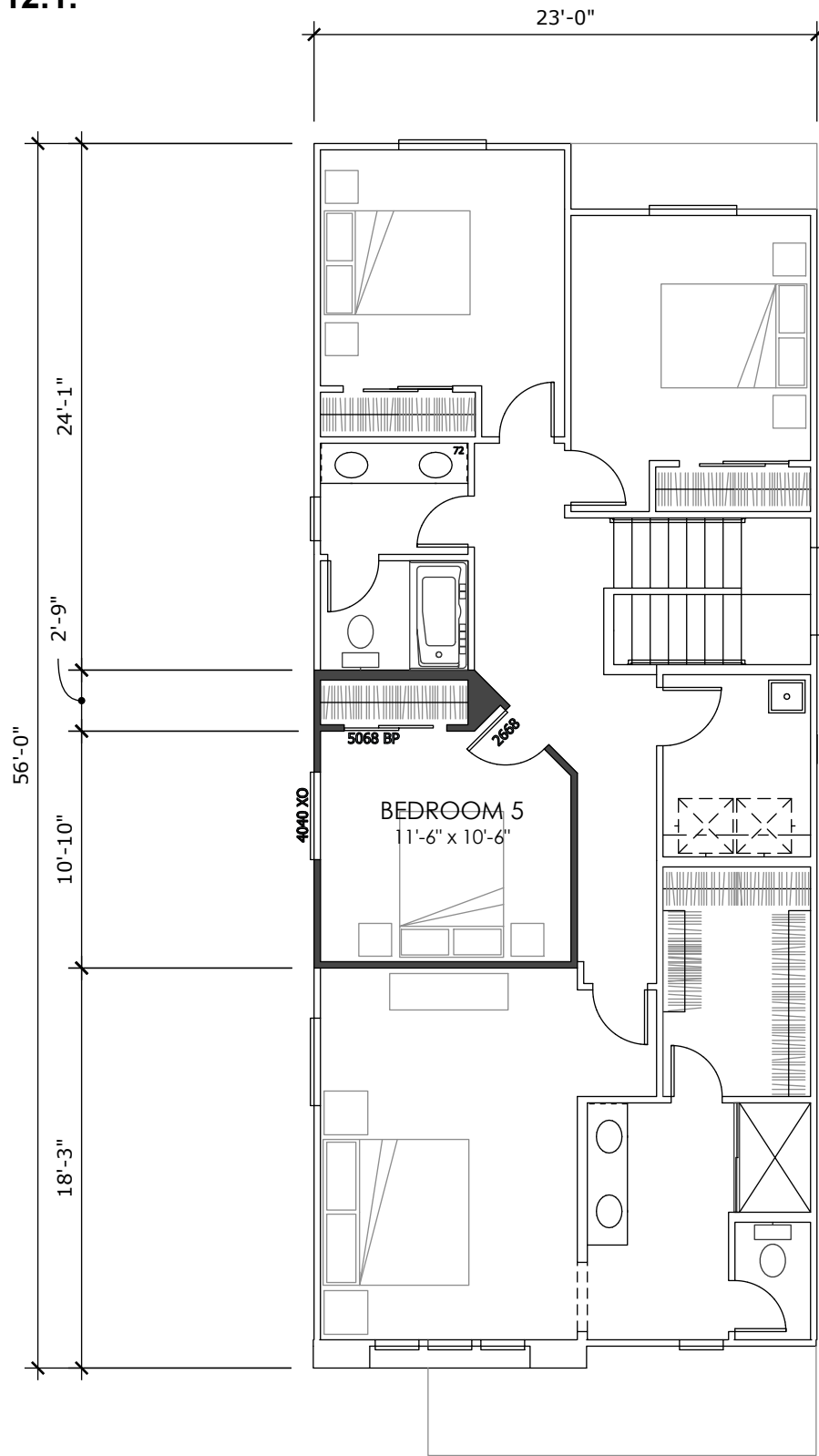
STATUS |
NCD STONES THROW - 6/27 22%

AREA S.F. BREAKDOWN
(A)FIRST FLOOR: 797
(B)SECOND FLOOR: 1,231
TOTAL LIVABLE: 2,028
(C)GARAGE: 468
(D) COVERED PORCH
ELEVATION A 89
ELEVATION B 89
ELEVATION C 89

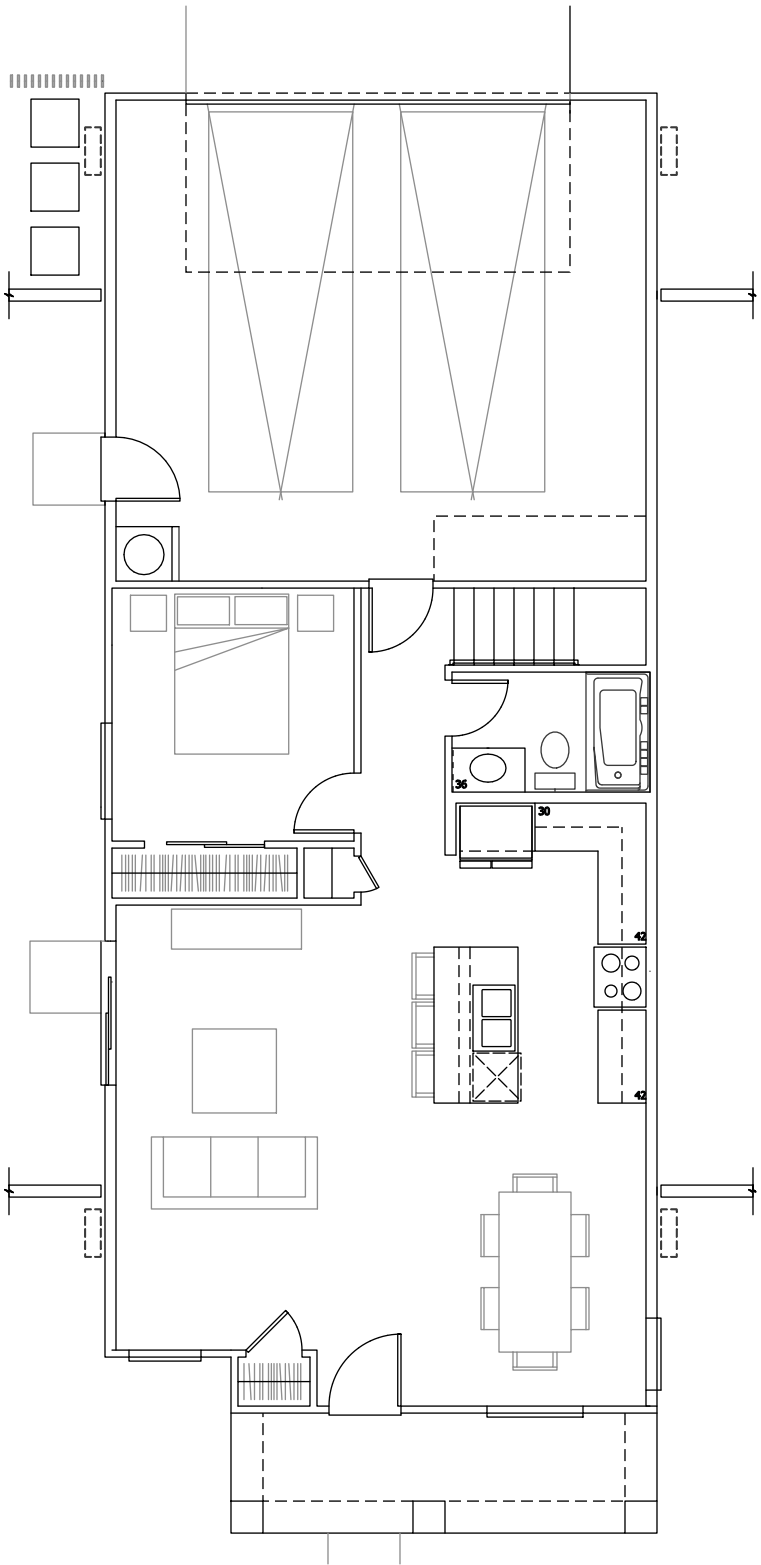
MAX FOOTPRINT: 1,353

TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,341/ 2,340 = 57%

ITEM 12.1.



2ND FLOOR



ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH:
VARIES

LIV. SF: 2,028
PLAN WIDTH: 23'
PLAN #: 2325
SCALE: 1/8" = 1'-0"
NAME: PLAN 4

VITAL STATS
BEDROOM 4 (OPT.5)
BATH 3
CAR 2
CEILING 8' | 9'
WINDOW HDR 7' | 7'

STATUS |
NCD STONES THROW - 6/27 22%

AREA S.F. BREAKDOWN
(A) FIRST FLOOR: 797
(B) SECOND FLOOR: 1,231
TOTAL LIVABLE: 2,028
(C) GARAGE: 468
(D) COVERED PORCH
ELEVATION A 89
ELEVATION B 89
ELEVATION C 89

MAX FOOTPRINT: 1,353

TYP LOT SIZE | 30'X78' (2,340 SF)
LOT COVERAGE | 1,341/ 2,340 = 57%

ITEM 12.1.

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

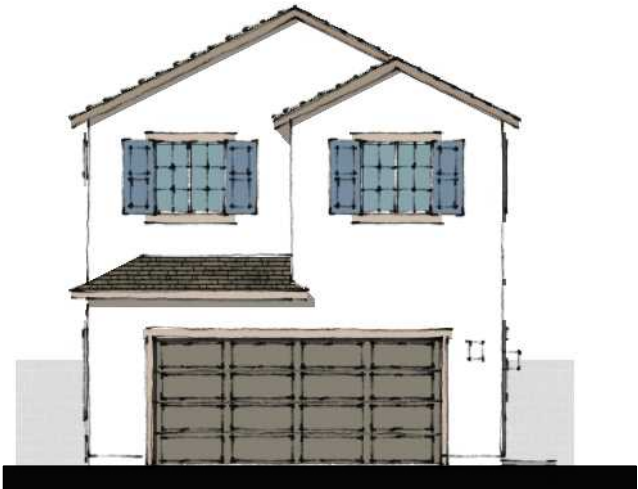
LIV. SF: 2,028
PLAN WIDTH: 22'
PLAN #: 2325
FORM A - COTTAGE



FORM A - COTTAGE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



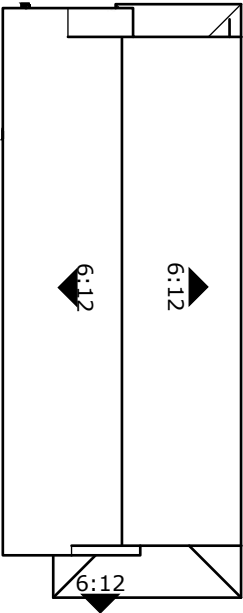
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

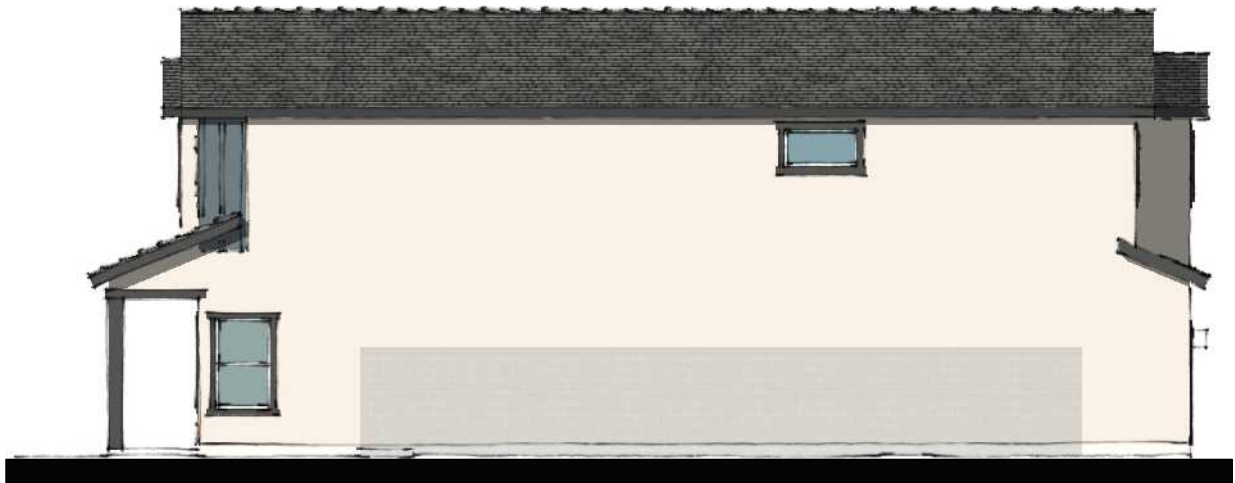
ITEM 12.1.

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 2,028
PLAN WIDTH: 22'
PLAN #: 2325
FORM B - FARMHOUSE



FORM B - FARMHOUSE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



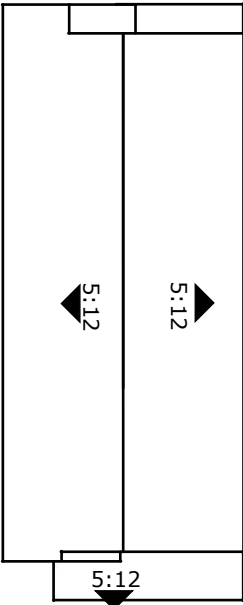
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.



FORM C - COTTAGE
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



REAR ELEVATION
SCALE: 3/32" = 1'-0"



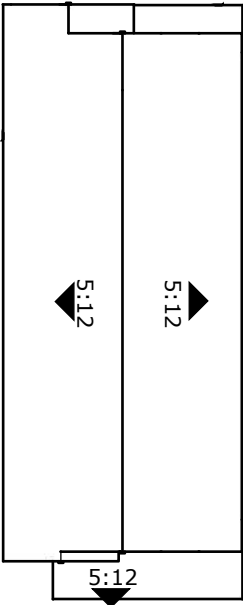
LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 2,028
PLAN WIDTH: 22'
PLAN #: 2325
FORM C - CRAFTSMAN



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

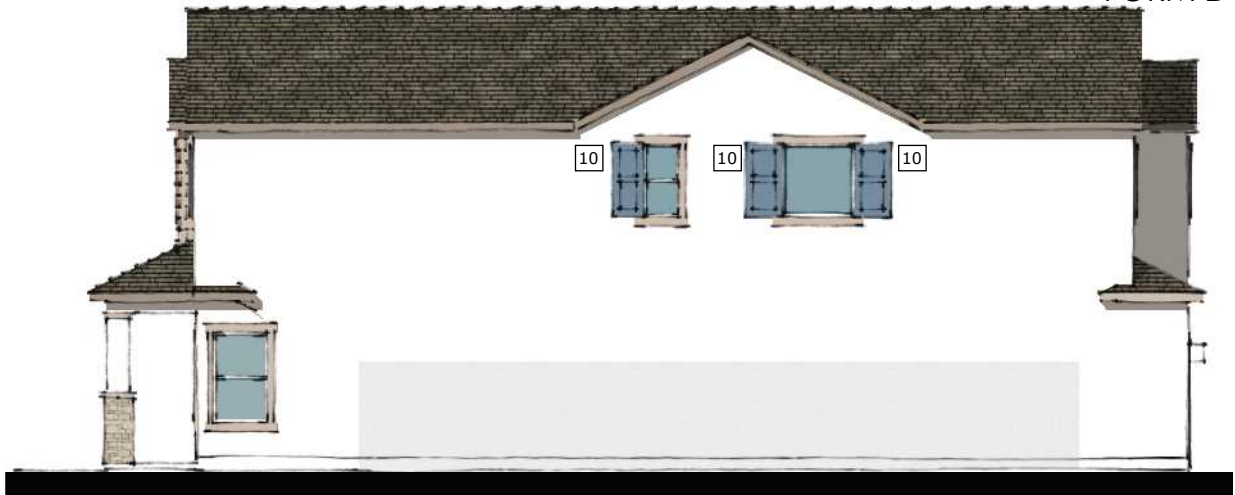
ITEM 12.1.

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

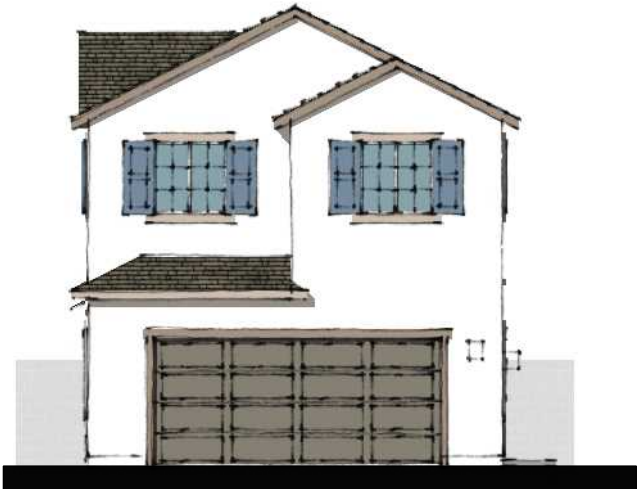
LIV. SF: 2,028
PLAN WIDTH: 22'
PLAN #: 2325
FORM D - COTTAGE ENHANCED



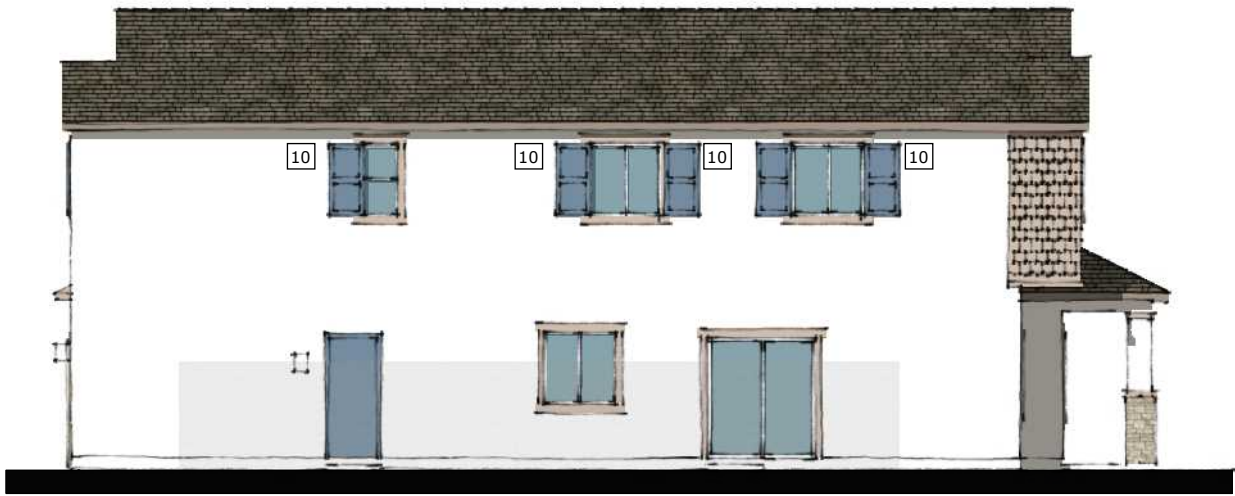
FORM D - COTTAGE ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



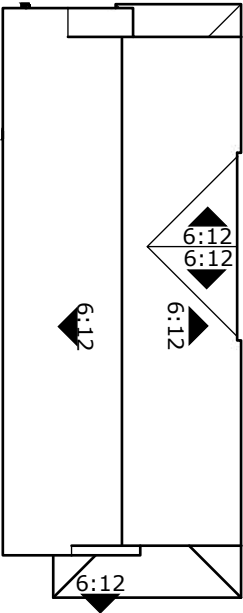
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

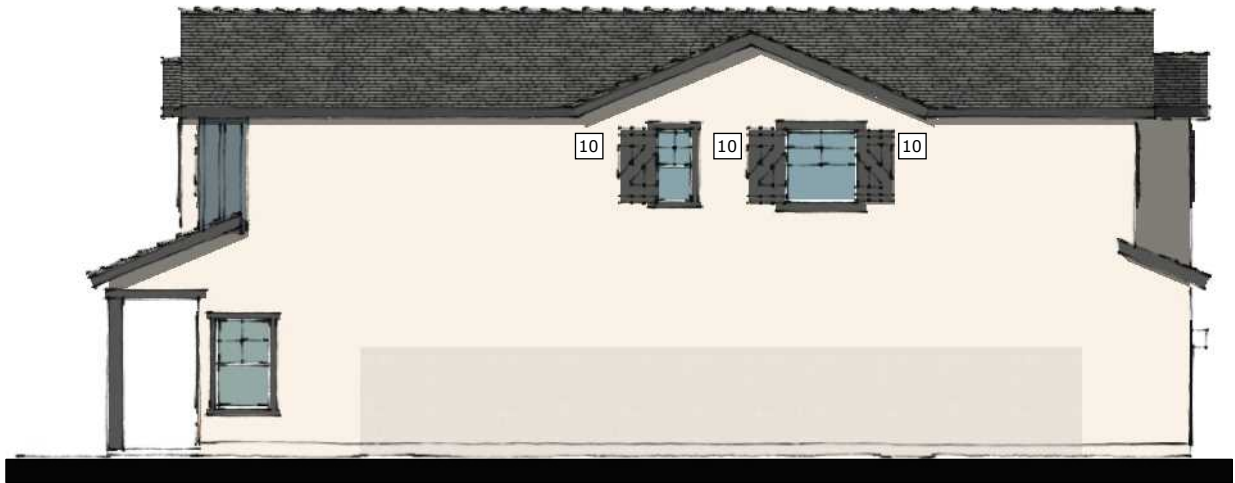
ITEM 12.1.

ATTACHMENT 2
Exhibit A to the Resolution
SERIES WIDTH
VARIES

LIV. SF: 2,028
PLAN WIDTH: 22'
PLAN #: 2325
FORM E - FARMHOUSE ENHANCED



FORM E - FARMHOUSE ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



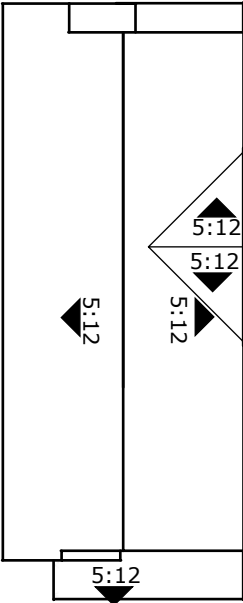
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.

ATTACHMENT 2

Exhibit A to the Resolution

SERIES WIDTH VARIES

LIV. SF:2,028

PLAN WIDTH:22'

PLAN #:2325

FORM F - CRAFTSMAN ENHANCED



FORM F - CRAFTSMAN ENHANCED
FRONT VIEW: N.T.S.



RIGHT ELEVATION
SCALE: 3/32" = 1'-0"



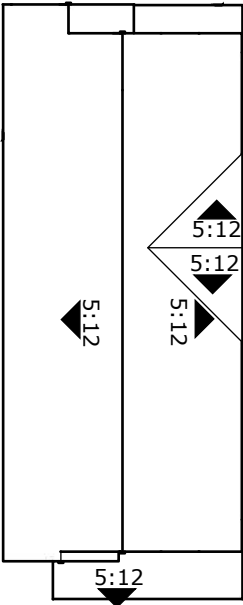
REAR ELEVATION
SCALE: 3/32" = 1'-0"



LEFT ELEVATION
SCALE: 3/32" = 1'-0"



FRONT ELEVATION
SCALE: 3/32" = 1'-0"



ROOF PLAN
SCALE: N.T.S.

STYLE LEGEND:

- 1 PROMINENT GABLES
- 2 CONCRETE FLAT TILES
- 3 12" RAKES AND 12" EAVES
- 4 DECORATIVE GABLE DETAILS
- 5 DECORATIVE SHUTTERS
- 6 DECORATIVE STONE VENEER
- 7 WINDOW HDR - 7'-0"
- 8 PLATE HEIGHT - 9'-1"
- 9 PLATE HEIGHT - 8'-1"
- 10 SHUTTERS ON SELECTED HIGH VISIBILITY LOTS ONLY

THE RANCH
ASPIRE - 30'/31' x 78' LOTS
NCD - RANCHO CORDOVA, CA
DESIGN REVIEW - REVISED 11.30.2021

ITEM 12.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
1.	The approved entitlement is for a Major Design Review Permit for The Ranch Phase II: Village 8. The project shall be constructed consistent with the Design Booklet (<u>Exhibit A</u>) for four residential floor plans, and preliminary landscape plans. Project PLND 0921-0009.	Project Description	On-Going	Planning
2.	Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by the City of Rancho Cordova ("City") and its agents, officers, consultants, and employees ("City's Agents") from any and all claims, actions, suits, or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. Nothing in this paragraph obligates the City to defend any Claim and the City is not required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City.	General	On-Going	Planning
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranhocordova.org for the status of your	General	On-Going	Planning

ITEM 12.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	account with the City.			
5.	The Permit is valid for a period of three (3) years from the date of City Council approval unless an extension is granted by the Community Development Director or the Development Agreement expiration date.	Expiration	On-Going	Planning
6.	The applicant shall comply with the Ranch Special Planning Area EIR Mitigation Monitoring Reporting Plan (MMRP).	Environmental	On-Going	Planning
7.	Signage is not approved with this permit. All signage shall comply with the City of Rancho Cordova Zoning Code.	Signage	On-Going	Planning
8.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element, RCMC 6.68 and RCMC 16.18.1407(F).	Noise	On-Going	Code Enforcement /Building
9.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning
10.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	Infrastructure	On-Going	Public Works
Prior to Issuance of Building Permit				
11.	Submit Master Plans that include final landscaping and fence plans for review and approval by the Planning Department.	Landscape	Prior to Issuance of Building Permit	Planning
12.	Final landscape plan shall include the addition of weed barrier installed in Front yard prior to installation of ground cover for each production home.	Weed Barrier	Prior to Issuance of Building Permit	Planning

ITEM 12.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

<u>Conditions of Approval</u>		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
13.	The following criteria will be used to ensure the project meets the adopted design guidelines: • Two of the same architectural styles or color schemes shall not be placed next to each other. • No two of the same floor plans may be placed next to each other, unless they have different elevations.	Plan Layout and Architecture	Prior to Issuance of Building Permit	Planning
14.	The applicant shall contact Permit Services Unit at PermitServices@sacsewer.com or 916-876-6100 to determine if sewer impact fees are due.	Sewer	Prior to issuance of Building Permits	Sacramento Sewer District
15.	Prior to the issuance of any building permits for the project, the project developer/owner shall pay appropriate development fees applicable at the time of building permit issuance in accordance with Title 4 of the Sacramento County Water Agency (SCWA) Code.	Water	Prior to issuance of Building Permits	Sacramento Water Agency
16.	Residential fire sprinkler plans shall be submitted for review and approval to the Sacramento Metropolitan Fire District for all new one and two family dwellings in accordance with the California Residential Code.	Fire Sprinklers	Prior to issuance of Building Permits	Fire
17.	A final landscape plan shall be submitted to the Planning Department in conjunction with improvement plan and or building permit submittal and approved by the Planning and Public Works Departments prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and include the following items per RCMC 22.180.060: • Planting plan to scale that indicate slope • Irrigation Plan • Soils Test • Water Use Calculations	Landscaping	Prior to issuance of Building Permits	Planning/Public Works

**ITEM 12.1.
CONDITIONS OF APPROVAL**

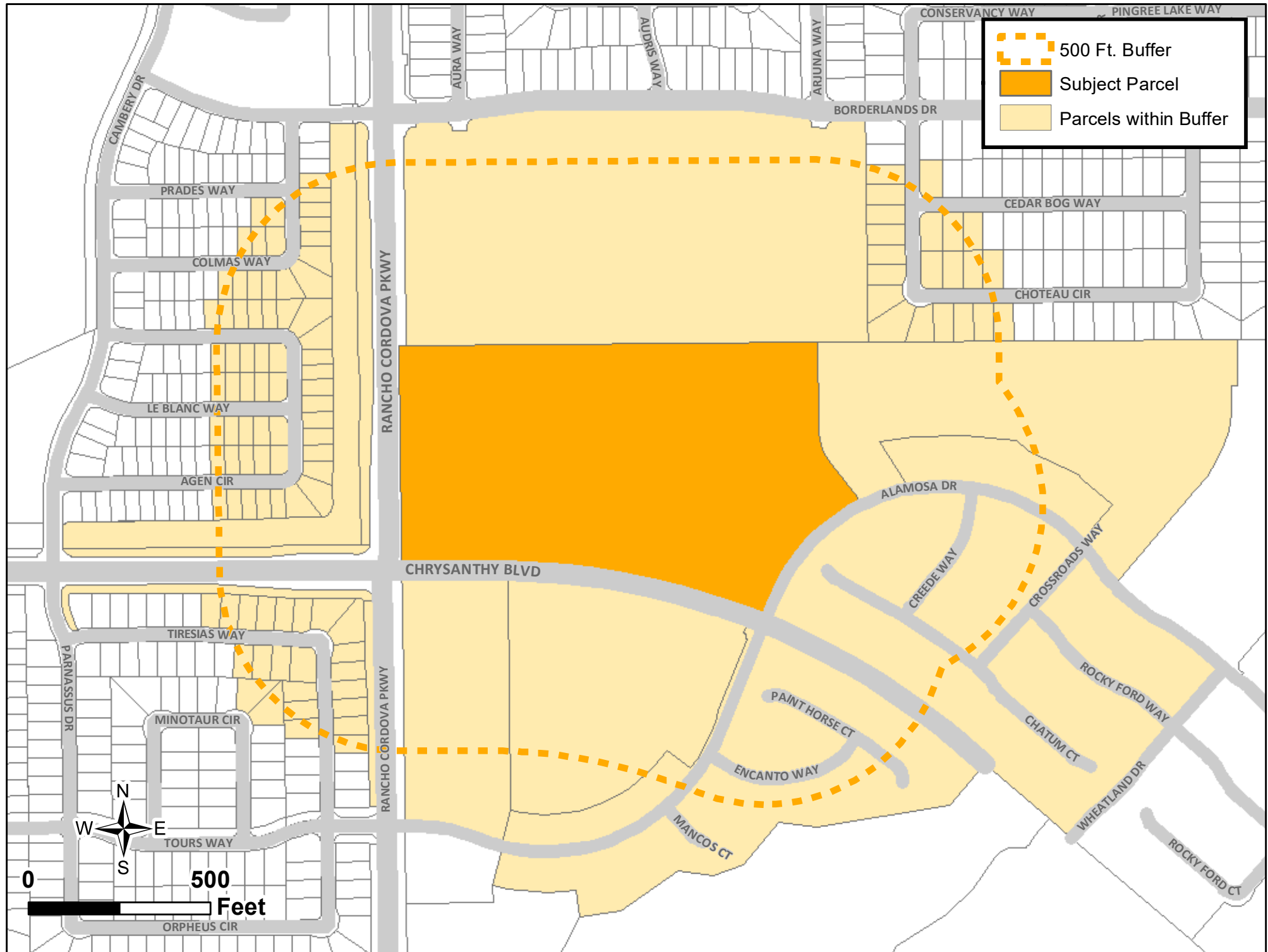
**ATTACHMENT 3
Exhibit B to the Resolution**

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
	• Irrigation Schedule			
18.	The applicant shall comply with SMUD conditions as follows; a. The applicant will need to conduct a pre-engineering meeting with all utilities to ensure property clearances are maintained. b. SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs. c. The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.). d. Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property.	SMUD Infrastructure	Prior to issuance of Building Permits	SMUD
Prior to Final Inspection				
19.	Property Owner/Developer shall record Covenants, Conditions and Restrictions (CC&Rs) in a form approved by the City that names the City as a third-party beneficiary with rights and without obligation to, enforce the CC&Rs. The CC&Rs shall contain, at a minimum, certain provisions and references to the City's Property Maintenance Code and prohibit the parking of trailers, boats or recreational vehicles in the driveway or on the public street.	Record CC&Rs	Prior to 1 st final Building Permit	Planning
20.	A concrete pad area shall be installed by the developer for the storage of garbage receptacles behind the fence line.	Outdoor area	Prior to final Building Inspection	Planning
21.	Each home must be equipped with adequate outdoor lighting as well as an illuminated address plate located on the front elevation.	Lighting	Prior to final Building Inspection	Planning

ITEM 12.1.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

<u>Conditions of Approval</u>		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
22.	Upon completion of the installation of the landscaping, the designer shall certify that the landscape complies with all city water conserving landscape requirements. Certification shall be accomplished by completion of a certificate of compliance on a form approved by the director of the city public works department. Specifically, for the Landscape Lots along the public right of way, failure to submit a complete and accurate certificate of compliance will delay final approval of the project and/or discontinue water service per RCMC 22.180.090. Upon receipt of the certificate of compliance and site inspection from City staff, the landscaping performance bond will be released.	Landscaping	Prior to final Building Inspection	Public Works
23.	Residential roof coverings shall consist of materials having a minimum Class C rating.	Fire	Prior to final Building Inspection	Fire
24.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Address	Prior to final Building Inspection	Fire



ITEM 12.1.**ATTACHMENT 4**

CORDOVA RECREATION AND PARK
DISTRICT
2729 PROSPECT PARK DR STE 230
RANCHO CORDOVA CA 95670

CURRENT RESIDENT
11911 CHRYSANTHY BLVD
RANCHO CORDOVA CA 95742

MONTELENA DOUGLAS LLC
5241 ARNOLD AVE
MCCLELLAN CA 95652

ALDRETE CAROLINE/JAMES
12029 TIRESIAS WAY
RANCHO CORDOVA CA 95742

AMANDA SERRANO 2004 TRUST
4251 CHOTEAU CIR
RANCHO CORDOVA CA 95742

AMORUSO AMANDA G/STEPHEN M
WEGLEY
4249 MINOTAUR CIR
RANCHO CORDOVA CA 95742

BALL BRIDGET D/MATTHEW A
4203 CHOTEAU CIR
RANCHO CORDOVA CA 95742

BALL ROBERT/RANPREET KAUR/LAURIE
12041 TIRESIAS WAY
RANCHO CORDOVA CA 95742

BYREDDY MITRAVINDA/ANIL R
MALLAVARAPU
12076 TIRESIAS WAY
RANCHO CORDOVA CA 95742

CARLSON SCOTT E/MARIA L
4211 CHOTEAU CIR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
4247 CHOTEAU CIR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
4204 CHOTEAU CIR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
12077 TIRESIAS WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
12081 TIRESIAS WAY
RANCHO CORDOVA CA 95742

DAYE EUREKA C/THOMAS L TODD
PO BOX 583072
ELK GROVE CA 95758

DIAS WAYNE J
4208 CHOTEAU CIR
RANCHO CORDOVA CA 95742

GARCIA BRIAN B/JASMINE-
MAY/BENJAMIN SAN JOSE
12033 TIRESIAS WAY
RANCHO CORDOVA CA 95742

GARCIA CAROL/PREM K PERUMAL V
12036 TIRESIAS WAY
RANCHO CORDOVA CA 95742

GONZALEZ LE VERONICA R/DEREK A LE
12211 CEDAR BOG WAY
RANCHO CORDOVA CA 95742

GUITRON ALFREDO JR
12032 TIRESIAS WAY
RANCHO CORDOVA CA 95742

HOSKINS PAUL W
4219 CHOTEAU CIR
RANCHO CORDOVA CA 95742

LABRA MAURA M/PHILLIP JOHN M
12072 TIRESIAS WAY
RANCHO CORDOVA CA 95742

LAHIRI SAYAN/AMRITA DAS
12214 CEDAR BOG WAY
RANCHO CORDOVA CA 95742

LEWIS SANDRA M/JENNIFER E
12061 TIRESIAS WAY
RANCHO CORDOVA CA 95742

MARTINEZ CHARLOTTE I/LUIS A
12218 CEDAR BOG WAY
RANCHO CORDOVA CA 95742

MCCLLENAHEN MATTHEW/HEATHER
4227 CHOTEAU CIR
RANCHO CORDOVA CA 95742

MOHAMMED IMTIAZ ALI
12045 TIRESIAS WAY
RANCHO CORDOVA CA 95742

PACLIBARE PIMENTEL MARK
ANDREW/MICHELLE LEE HEINS
4245 MINOTAUR CIR
RANCHO CORDOVA CA 95742

PARTLOW NANCY J/JAMES C
12057 TIRESIAS WAY
RANCHO CORDOVA CA 95742

PAUL/JOANNA MURRAY FAMILY TRUST
4215 CHOTEAU CIR
RANCHO CORDOVA CA 95742

ITEM 12.1.

PUSATERI DIANNE/KEITH
12068 TIRESIAS WAY
RANCHO CORDOVA CA 95742

RAISBECK ROBERT CODY/ALYSSA
TRUJILLO/ETAL
2049 BANNER MINE CT
GOLD RIVER CA 95670

REINHARDT MARK K/MARION L/LESLIE
A
4239 CHOTEAU CIR
RANCHO CORDOVA CA 95742

SCHULTZ WILLIAM EDWARD/MARY
ANN KIRK
12037 TIRESIAS WAY
RANCHO CORDOVA CA 95742

SINHA SHALINI/ABHISHEK KUMAR
8275 SATURN PARK DR
SAN RAMON CA 94582

VENKATESAN
PORTCHELVAN/ARCHANA SUDHAKAR
12049 TIRESIAS WAY
RANCHO CORDOVA CA 95742

WOOD TED/SUSAN CHRISTINE LEON
4223 CHOTEAU CIR
RANCHO CORDOVA CA 95742

AG EHC II (HOV) CA 1 LIMITED
PARTNERSHIP
8901 E PIMA CENTER PKWY STE 225
SCOTTSDALE AZ 85258

MDRE DEVELOPMENT LLC
3021 DAGGETT DR
GRANITE BAY CA 95746

PYUN FAMILY TRUST
4235 CHOTEAU CIR
RANCHO CORDOVA CA 95742

RANKIN CHRISTY A/DANIEL A
12044 TIRESIAS WAY
RANCHO CORDOVA CA 95742

RIVERA MICHAEL
12210 CEDAR BOG WAY
RANCHO CORDOVA CA 95742

SHAH FAMILY TRUST
4212 CHOTEAU CIR
RANCHO CORDOVA CA 95742

SONG YUSOO/SOON HO
12053 TIRESIAS WAY
RANCHO CORDOVA CA 95742

WATTERSON MICHELLE/WILLIAM III
4243 CHOTEAU CIR
RANCHO CORDOVA CA 95742

XIAO XIU MEI/XIAO P WANG
12069 TIRESIAS WAY
RANCHO CORDOVA CA 95742

CRESLEIGH HOMES CORPORATION
433 CALIFORNIA ST 7TH
SAN FRANCISCO CA 94104

ATTACHMENT 4

RAINEY FAMILY TRUST
4216 CHOTEAU CIR
RANCHO CORDOVA CA 95742

RECELLA-CANDOLESAS
RANDALL/KRYSTAL CHAC
12073 TIRESIAS WAY
RANCHO CORDOVA CA 95742

RODRIGUEZ RHIANNA L/HENRY IV
4207 CHOTEAU CIR
RANCHO CORDOVA CA 95742

SHERGILL PROPERTIES LLC
100 ENGLEHART DR
FOLSOM CA 95630

TELEP 2013 REVOCABLE TRUST
4231 CHOTEAU CIR
RANCHO CORDOVA CA 95742

WILLEMSSSEN MICHAEL C/TIANA/TIANA
H
12065 TIRESIAS WAY
RANCHO CORDOVA CA 95742

YOON YOUNGSIK/HYUNYI WOO
12040 TIRESIAS WAY
RANCHO CORDOVA CA 95742

K HOVNANIAN AT JAEGER RANCH LLC
3721 DOUGLAS BLVD STE 150
ROSEVILLE CA 95661

ITEM 12.1.

ATTACHMENT 4

SACRAMENTO SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO COUNTY WATER
AGENCY
10151 FLORIN ROAD
SACRAMENTO CA 95829

PG&E
2730 GATEWAY OAKS DRIVE
SACRAMENTO CA 95833

PG&E
343 SACRAMENTO STREET
AUBURN CA 95603

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B404
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE
10545 ARMSTRONG AVE STE 310
MATHER CA 95655

ELK GROVE UNIFIED SCHOOL DISTRICT
9510 ELK GROVE-FLORIN RD
ELK GROVE CA 95624

SACRAMENTO COUNTY WATER
AGENCY
827 7TH STREET RM 301
SACRAMENTO CA 95814

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

MEMORANDUM



ITEM 12.2.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.30 PLANNING COMMISSION OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE**

RECOMMENDATION

Introduce and waive the first reading of the Ordinance.

RESULT OF RECOMMENDED ACTION

The Ordinance will come back for a second reading and adoption at the January 3, 2022 City Council meeting. Approval of the Ordinance would amend Chapter 2.30 Planning Commission.

BACKGROUND

On November 15th, the City Council approved by Resolution to reinstate the Planning Commission. As part of the Ordinance amending the Municipal Code to add back into the code the various provisions related to the Commission, staff stated that we would come back at a later date to discuss compensation of the Planning Commission. The previous seven member Commission was compensated \$150 per month for each partial or full month during which the member served upon the Planning Commission. Additionally, necessary and actual expenses incurred by a member acting in an official capacity as a member could be reimbursed upon approval of the City Manager.

Staff reached out to five surrounding jurisdictions to find out what their members are compensated per meeting, if anything. Below are the results of that outreach.

- Galt \$20
- Elk Grove \$75
- Folsom \$50
- Citrus Heights \$70
- Sacramento County \$70

Staff is suggesting that the Planning Commission be compensated seventy five dollars per regular or special meeting attended. This would be fairly in line with surrounding jurisdictions. The proposed code amendment would read:

2.30.120 Compensation.

1. Each member of the Planning Commission shall receive compensation for services as follows: Each member of the Commission shall receive seventy-five (\$75) dollars compensation for each Planning Commission meeting attended, including regularly scheduled or special meetings.
2. The City may, at the discretion of the City Manager, approve payment to a member for necessary and actual expenses incurred by a member acting in an official capacity as a member of the Planning Commission.

This would have a fiscal impact on the City of at least \$12,600 per year. Additional costs could be incurred if special meetings are necessary or joint meetings with the City Council are held. This proposed compensation would be in line with the previous Planning Commission's compensation.

FISCAL IMPACT AND FUNDING SOURCE

The Fiscal Impact to the General Fund would be \$12,600 per fiscal year for two regularly scheduled meetings per month. Additional costs may be incurred for necessary special meetings or joint meetings with the City Council.

ATTACHMENT(S)

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

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

AN ORDINANCE AMENDING TITLE 2, ADMINISTRATION AND PERSONNEL, CHAPTER 2.30 PLANNING COMMISSION OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE

Section 1. Purpose and Declarations.

WHEREAS, on November 15, 2021, the City Council reinstated the Planning Commission by Resolution; and

WHEREAS, the previous Planning Commission received a compensation of one hundred fifty dollars per month for each partial or full month during which a member served upon the Planning Commission; and

WHEREAS, the amendment proposes to compensate the Planning Commission seventy-five dollars per regularly and/or special meeting attended to each member serving upon the Planning Commission; and

WHEREAS, on December 20, 2021, 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:

A. The amendment to the Rancho Cordova Municipal Code establishing regulations relating to compensation of the Planning Commission is exempt from the California Environmental Quality Act under CEQA Guidelines Section 15061. The proposed amendment to establish regulations pertaining to the Planning Commission will not have the potential to degrade the quality of the environment. Establishment and function of the Planning Commission compensation will not alter the criteria for project reviews, which could result in a negative impact on the environment. Therefore, such compensation regulations will not negatively impact the environment.

Section 3. Amendments to Title 2 Administration and Personnel

The City Council hereby adopts the amendments to Title 2 Administration and Personnel, Chapter 2.30 Planning Commission 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 inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ITEM 12.2.

Rancho Cordova Municipal Code
Chapter 23.110 APPLICATION PROCESSING

ATTACHMENT 2 Exhibit A to the Ordinance

Page 1/3

Chapter 2.30

PLANNING COMMISSION

Sections:

- 2.30.010 Establishment
- 2.30.020 Membership
- 2.30.030 Appointments and terms of office
- 2.30.040 Qualifications
- 2.30.050 Removal from office.
- 2.30.060 Vacancies
- 2.30.070 Duties and functions of the planning commission
- 2.30.080 Rules
- 2.30.090 Organization
- 2.30.100 Meetings
- 2.30.110 Voting
- 2.30.120 Compensation

ITEM 12.2.

ATTACHMENT 2 Exhibit A to the Ordinance

Rancho Cordova Municipal Code
Chapter 23.110 APPLICATION PROCESSING

Page 2/3

2.30.010 Establishment.

Pursuant to Section 65100 of the Government Code of the state of California, there is hereby established a planning commission which shall have the powers and duties and serve the purposes enumerated in said Section 65100 and this chapter, and which shall have jurisdiction within the incorporated boundaries of the City of Rancho Cordova.

2.30.020 Membership.

The planning commission shall consist of seven commission officers.

2.30.030 Application, appointments, and terms of office.

Appointments to the planning commission shall be made by the City Council as follows:

1. An application period of three (3) weeks shall be opened for any vacant planning commissioner seat. All applications shall be provided to individual members of the City Council needing to fill the vacant seat for review and consideration for possible nomination.
2. Five (5) commissioners shall be nominated by the individual members of the City Council and confirmed by a majority vote prior to the first meeting of the Council in February 2022. A commissioner's term for those Council seats up for re-election in 2024, shall coincide with the term of the Councilmember that nominated that commissioner. A commissioner's term for those Council seats up for re-election in 2022, shall serve an initial two (2) years. After the conclusion of the initial two (2) year term, the Councilmember elected in 2022, shall have the ability to nominate a new commissioner for the remainder of the term if desired. Thereafter, following each election of the City Council, re-elected or newly elected members of the Council shall each nominate one member to serve on the Planning Commission within 90 days of taking office. All commissioners nominated by an individual member of the City Council shall be confirmed by a majority vote of the City Council.
3. Two (2) commissioners shall be designated at large members and shall be selected by the City Council as a body from a pool of nominees. At large members may be nominated by any member fo the City Council and confirmed by a majority vote prior to the first meeting of the Council in February 2022. The term of the at large commissioners will be terms of four (4) years.

2.30.040 Qualifications.

Minimum qualifications for the position of planning commissioner are as follows:

1. Must be at least eighteen (18) years of age.
2. Shall not be an elected or appointed official of another public entity whose jurisdiction includes any part of the City.
3. Shall reside within the incorporated boundaries of the City of Rancho Cordova.

2.30.050 Removal from office. A planning commissioner may be removed from office by the City Council without cause, notice or hearing.

2.30.060 Vacancies.

Vacancies which occur within the commission shall be filled for the unexpired portions of the terms pursuant to section 2.30.030.

2.30.070 Duties and functions of the planning commission.

The planning commission shall have the duties and functions as specified below.

1. Serve as the approval authority as specified in Chapter 23.104 of the Rancho Cordova Municipal Code;
2. Promote public interest in, and understanding of, the general plan, specific plans, special planning areas, and regulations relating to such plans;
3. Consider and provide recommendations to the City Council on amendments to the general plan, zoning code, specific plans and special planning areas;
4. Consider subdivision matters arising from the Subdivision Map Act and this code;
5. Consider appeals of the Community Development Director;
6. Perform other powers and duties as directed by the City Council.

2.30.080 Rules.

ITEM 12.2.

ATTACHMENT 2 Exhibit A to the Ordinance

Rancho Cordova Municipal Code

Chapter 23.110 APPLICATION PROCESSING

Page 3/3

The Planning Commission shall adopt, subject to City Council approval, rules of procedure which shall govern the conduct of hearings and other business of the commission. Copies of the rules shall be published and shall be available with the City Clerks Office.

2.30.090 Organization

At the initial meeting of the commission, and annually thereafter at the first meeting of the calendar year for the commission, the members of the commission shall select a chairperson and vice-chairperson and shall determine the time, place, and frequency of regular meetings.

2.30.100 Meetings.

The Planning Commission shall meet at least twice a month at a regularly scheduled time and date, and at other such times as the chairperson deems necessary to perform the duties of the commission.

2.30.110 Voting.

Four (4) members of the seven (7) member planning commission shall constitute a quorum, and a quorum is required for the commission to take action on any item on its agenda.

2.30.120 Compensation.

1. Each member of the Planning Commission shall receive compensation for services as follows: Each member of the Commission shall receive seventy-five (\$75) dollars compensation for each Planning Commission meeting attended, including regularly scheduled or special meetings.
2. The City may, at the discretion of the City Manager, approve payment to a member for necessary and actual expenses incurred by a member acting in an official capacity as a member of the Planning Commission.

ITEM 12.2.

Rancho Cordova Municipal Code
Chapter 23.110 APPLICATION PROCESSING

ATTACHMENT 3

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Chapter 2.30

PLANNING COMMISSION

Sections:

- 2.30.010 Establishment
- 2.30.020 Membership
- 2.30.030 Appointments and terms of office
- 2.30.040 Qualifications
- 2.30.050 Removal from office.
- 2.30.060 Vacancies
- 2.30.070 Duties and functions of the planning commission
- 2.30.080 Rules
- 2.30.090 Organization
- 2.30.100 Meetings
- 2.30.110 Voting
- 2.30.120 Compensation

ITEM 12.2.

Rancho Cordova Municipal Code
Chapter 23.110 APPLICATION PROCESSING

ATTACHMENT 3

Page 2/3

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3. Two (2) commissioners shall be designated at large members and shall be selected by the City Council as a body from a pool of nominees. At large members may be nominated by any member of the City Council and confirmed by a majority vote prior to the first meeting of the Council in February 2022. The term of the at large commissioners will be terms of four (4) years.

2.30.040 Qualifications.

Minimum qualifications for the position of planning commissioner are as follows:

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2.30.070 Duties and functions of the planning commission.

The planning commission shall have the duties and functions as specified below.

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2. Promote public interest in, and understanding of, the general plan, specific plans, special planning areas, and regulations relating to such plans;
3. Consider and provide recommendations to the City Council on amendments to the general plan, zoning code, specific plans and special planning areas;
4. Consider subdivision matters arising from the Subdivision Map Act and this code;
5. Consider appeals of the Community Development Director;
6. Perform other powers and duties as directed by the City Council.

2.30.080 Rules.

ITEM 12.2.

ATTACHMENT 3

Rancho Cordova Municipal Code

Page 3/3

Chapter 23.110 APPLICATION PROCESSING

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2.30.090 Organization

At the initial meeting of the commission, and annually thereafter at the first meeting of the calendar year for the commission, the members of the commission shall select a chairperson and vice-chairperson and shall determine the time, place, and frequency of regular meetings.

2.30.100 Meetings.

The Planning Commission shall meet at least twice a month at a regularly scheduled time and date, and at other such times as the chairperson deems necessary to perform the duties of the commission.

2.30.110 Voting.

Four (4) members of the seven (7) member planning commission shall constitute a quorum, and a quorum is required for the commission to take action on any item on its agenda.

2.30.120 Compensation.

~~Reserved~~ Each member of the Planning Commission shall receive compensation for services as follows:

1. Each member of the Commission shall receive seventy-five (\$75) dollars compensation for each Planning Commission meeting attended, including regularly scheduled or special meetings.
2. The City may, at the discretion of the City Manager, approve payment to a member for necessary and actual expenses incurred by a member acting in an official capacity as a member of the Planning Commission.

MEMORANDUM



ITEM 12.3.

DATE: December 20, 2021

TO: Honorable Mayor and Council Members

FROM: Nicholas Sosa, Associate Planner

SUBJECT: MONTELENA VILLAGE 3 SUBDIVISION – MAJOR DESIGN REVIEW-PROJECT NO. PLND-0921-0006

PROPERTY OWNER: Richmond American Homes 3200 Douglas Boulevard, Suite 110 Roseville, CA 95661	APPLICANT/DEVELOPER: Richmond American Homes 3200 Douglas Boulevard, Suite 110 Roseville, CA 95661
PROJECT:	The Applicant, Richmond American Homes, is requesting a Major Design Review for Montelena Village 3 master home plans. The project includes 125 single-family homes and proposes 5 floor plans (four two-story homes and one single-story home), ranging from 1,401 SF to 3,043 SF with four elevations (Farmhouse, Craftsman, Wine Country, and Prairie). The Applicant is also requesting an increase of the allowable non-pervious surface maximum from 40% to 51% in order to accommodate an optional 3rd car garage. The increase would only be allowed for homes that utilize this option.
FILE:	PLND-0921-0006
LOCATION:	South of Douglas Road and West of Montelena Drive
ZONING:	RD-7 (Residential) within the Sunridge Specific Plan (SDSP)
APN:	067-2390-001 through -125
PLANNER:	Nicholas Sosa, Associate Planner

RECOMMENDATION:

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

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Major Design Review to include a total of five floorplan designs with four overall elevation styles. Adoption of the resolution would also approve the requested increase of the maximum non-pervious surface allowed in the front yard setback, only for homes with a 3rd car garage option. Approval would allow the applicant to pursue necessary building permits for new construction of production homes.

PROJECT DESCRIPTION

The Applicant, Richmond American Homes, is requesting a Major Design Review for Village 3 of the overall Montelena project area located east of Sunrise Boulevard and south of Douglas Road

(See Figure 1) within the Sunridge Specific Plan. The Montelena Village 3 subdivision is one village of the overall 10 villages of the Montelena Project which was originally approved in 2006. Village 3 is located along Douglas Road adjacent to Montelena Drive as shown in Figure 2 below.

Figure 1: Montelena Project Location

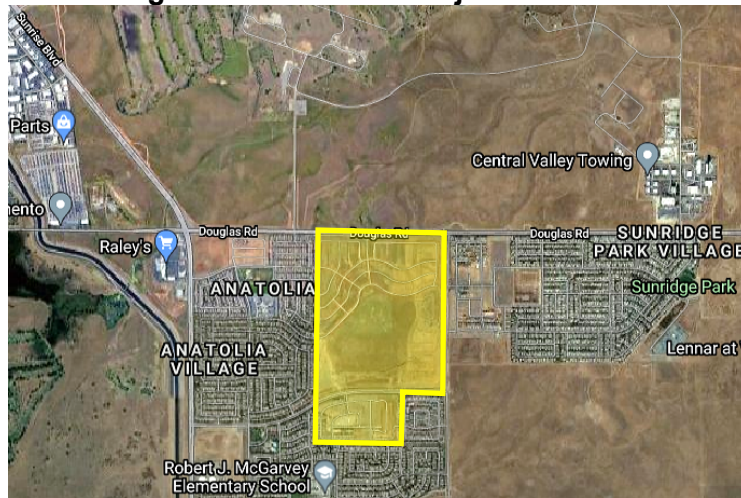


Figure 2: Villages Breakdown for Montelena



MAJOR DESIGN REVIEW

The Applicant, Richmond American Homes, is requesting a Major Design Review entitlement for the Montelena Village 3 subdivision with a typical lot size of 55' W x 84' D. The submitted project includes 125 single-family homes with five floor plans ranging from 1,401 SF to 3,043 SF. Each floor plan is available in four different architectural styles which include farmhouse, craftsman, wine country, and prairie. A streetscape example and front elevations of all floor plans is shown below in **Figures 3-8**. All other home elevations (side & rear elevations) can be seen in the attached project plans ([Attachment 2](#)).

The proposed designs include multiple color schemes and architectural detail to create visual interest within the subdivision. Color schemes include colors for body, fascia, trim/garage, and accent colors as well as picture samples of stone and roof materials (see [Attachment 2](#)). All floorplans include living space or porches forward of the garage as required by the Rancho Cordova Design Guidelines with the exception of the Lapis floor plan which has the porch aligned with the front of the garage. The single-story Amethyst floor plan also includes an optional 3-car garage which is shown in the images below. This option will only be available for this floor plan and only available on lots that are 60 feet wide or more.

Figure 3: Conceptual Street Scene



Figure 4: N901 - Amethyst Plan (3rd car garage option) (1,401 SF)

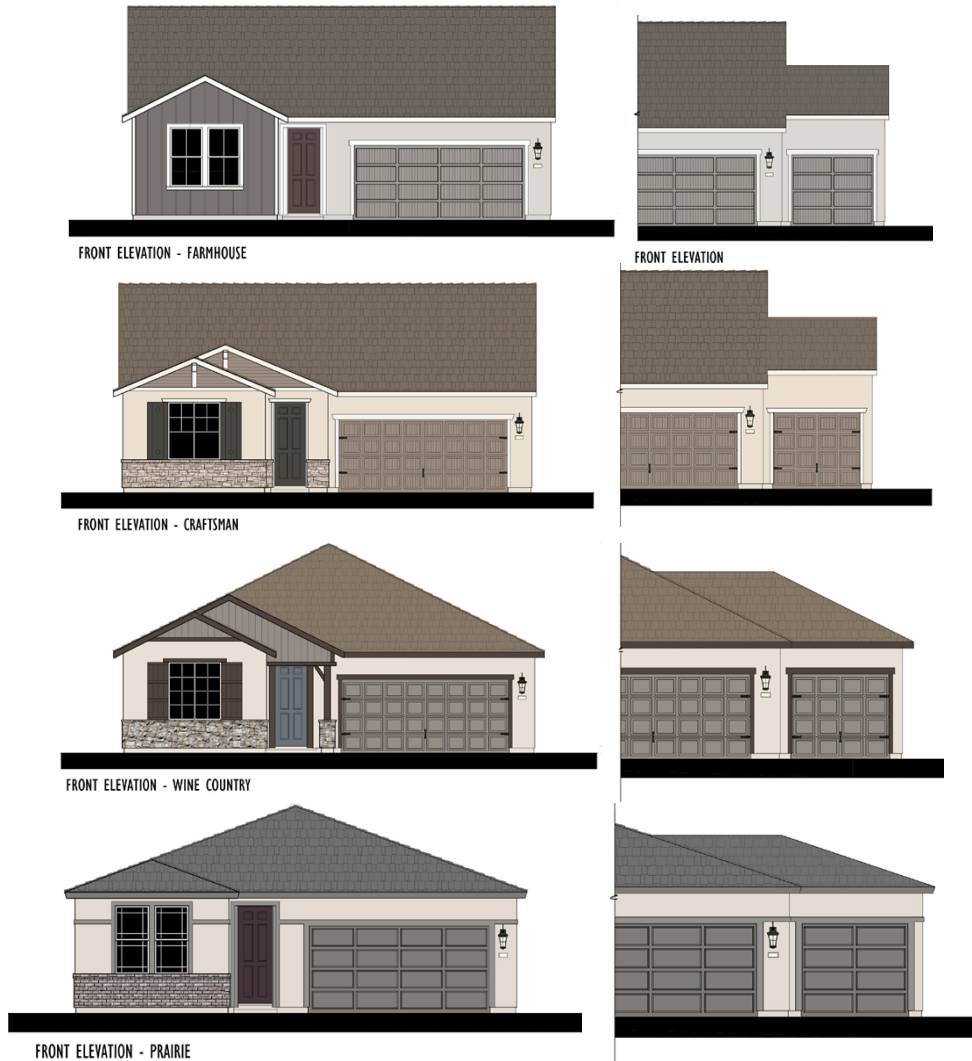


Figure 5: N915 - Lapis Plan (2,179 SF)

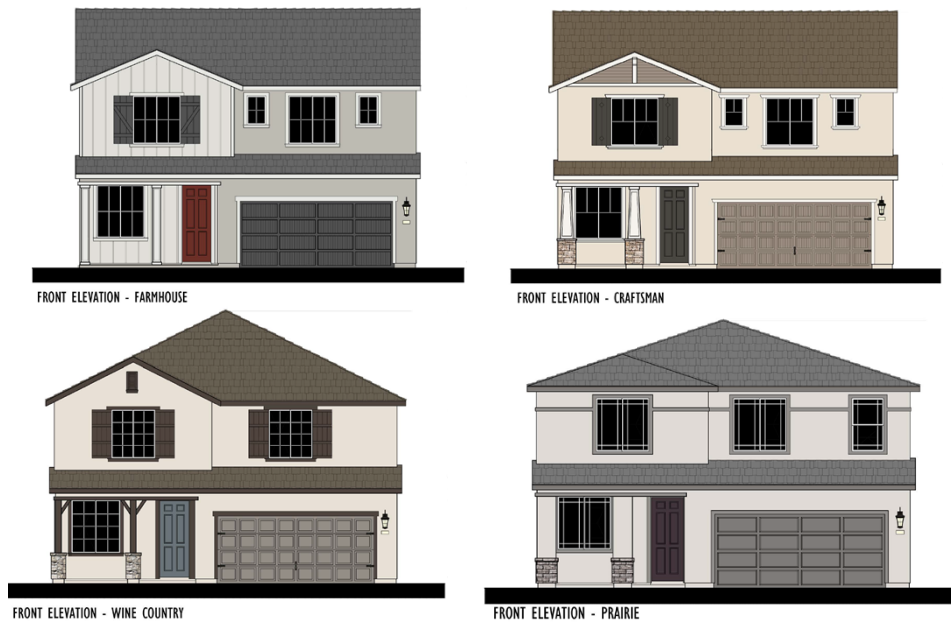


Figure 6: N913 – Pearl Plan (2,381 SF)

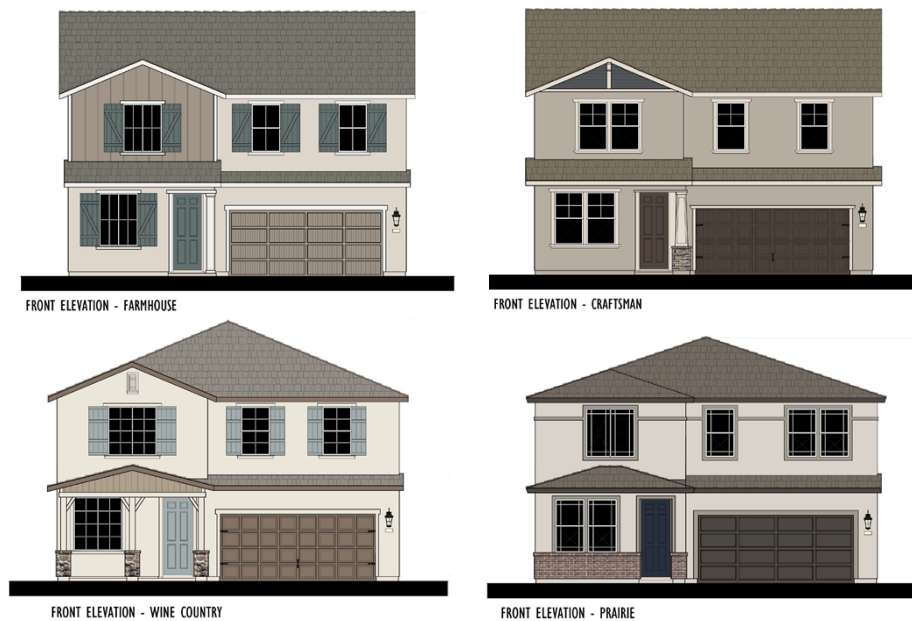


Figure 7: N923 - Tourmaline Plan (2,652 SF)

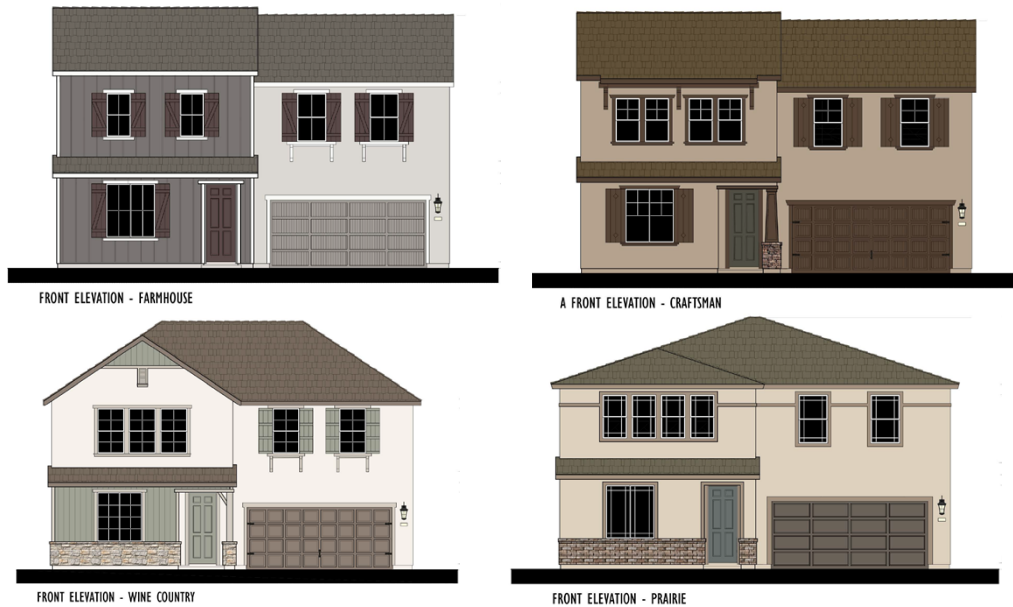
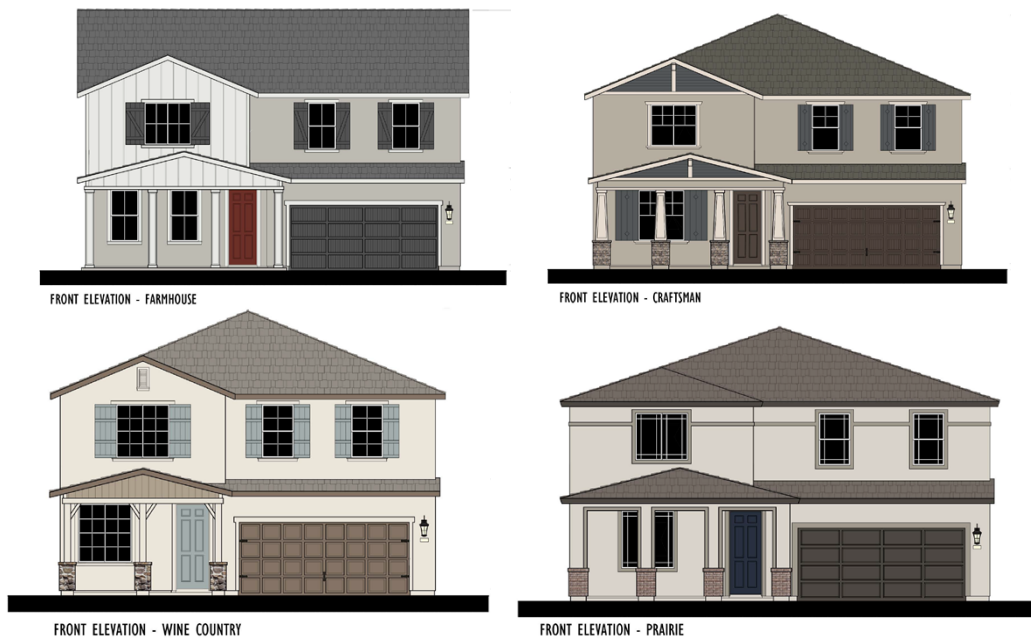


Figure 8: N924 - Ammolite Plan (3,043 SF)



Landscape Design

The submitted typical landscape plan provides the landscaping elements for both production homes and open space areas. The plant details included in the project plans ([Attachment 2](#)) provide a variety of drought tolerant trees, shrubs, and ground cover that will add to the visual interest of the streetscape. As part of the landscaping installation, the project has been conditioned to provide weed barrier under installed ground cover in order to minimize weed growth and bark runoff. A concrete pad behind the fence line will also be conditioned on the project as

a designated space for refuse storage. **See Figure 9 for Production Home Typical Landscape Plans.** The full detail of the landscape plans can be seen in [Attachment 2](#).

Figure 9: Typical Landscape Plans

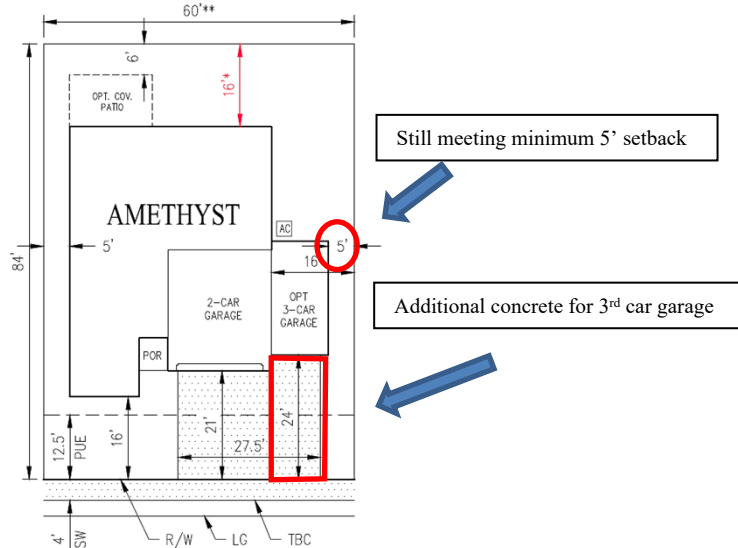


Concrete Coverage Increase

The Applicant is also requesting an increase in the allowed maximum for non-pervious surfaces in the front yard setback. Section 23.716.060 of the Rancho Cordova Municipal Code allows for no more than 40% of the front yard setback to be non-pervious surface (e.g. sidewalks, driveway or parking). With the optional 3rd car garage for the Amethyst floor plan, homes with this option would exceed the allowable 40% due to the need for an additional driveway. Within that same code section, the municipal code allows for deviations from the standard through site plan and architecture review for small-lot single-family developments at the time of master home plan review where the standards cannot be attained due to design. Therefore, the applicant is requesting a deviation as part of this application to accommodate their 3rd car garage option.

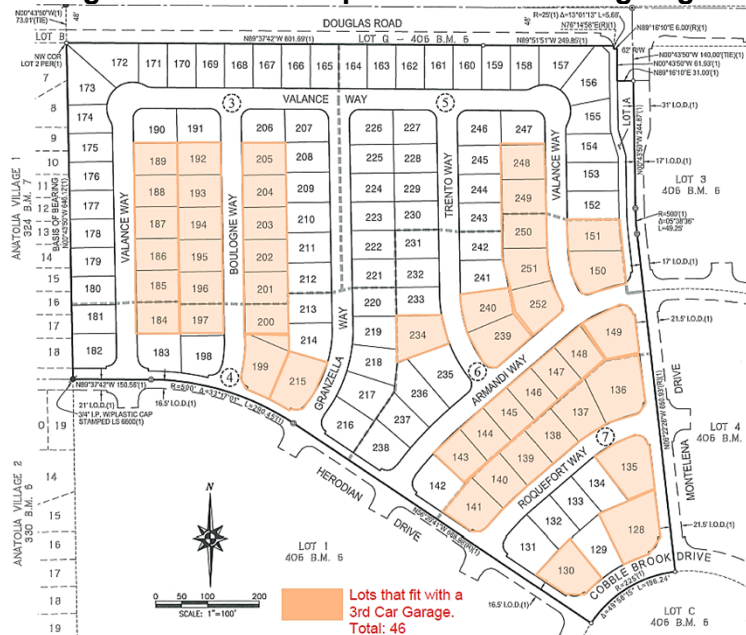
The Applicant's request would be to increase the allowed maximum from 40% to a maximum of 51% but only for the Amethyst floor plan with the 3rd car option (**See Figure 10**). Amethyst floor plans that do not obtain the 3rd car garage, as well as all other floor plans, will still be required to adhere to the 40% maximum as dictated by the zoning code. All driveways will also still be required to adhere to the minimum 5-foot setback to the interior side property lines.

Figure 10: Amethyst Typical Lot fit with 60' width and 3rd car garage



The 3rd car garage option would only be available for select lots that have a width of 60 feet or more as this is the minimum width that can accommodate the 3rd car addition. **Figure 11** shows a total of 46 lots that in Montelena Village 3 that have the potential to have an Amethyst floor plan with a 3rd car garage. However, not all of these lots will have the 3rd car garage option and Staff has also placed a condition (#15) of approval that does not allow two of these options to be placed next to each other.

Figure 11: Lots with potential for 3rd car garage



ANALYSIS

GENERAL PLAN CONSISTENCY:

The project site is located within the Sunridge Specific Plan (SDSP) with a Medium Density Residential (MDR) designation (6.1-18 DU/AC). The density and lot size of the project was reviewed as part of their tentative subdivision map approval. The proposed project is only for

exterior elevations of the homes is consistent with the regulations and standards of the General Plan and Specific Plan.

ZONING ORDINANCE:

The subject property is zoned RD-7 within the SDSP. This zoning designation allows for single-family housing with the density consistent with the MDR designation of the General Plan. The proposed project is within the density range of the RD-7 zone and is consistent with the applicable requirements and standards of the SDSP including height and setback requirements. However, the Applicant is requesting a slight variation in the allowed concrete coverage for the front yard setback. Current code allows for a maximum of 40% front yard coverage for concrete and the Applicant has requested a 51% maximum in order to accommodate their 3rd car garage option for their Amethyst Plan. The request is allowed per section 23.716.060 and Staff has recommend approval of this request as part of this design review.

DESIGN REVIEW FINDINGS & EVIDENCE

Approval of the Major Design Review, subject to the Design Review Package (Attachment 2) and the Conditions of Approval (Attachment 3) must provide sufficient evidence for the Findings required by Zoning Code Section 23.141.070. Findings and supportive evidence are shown below:

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

Evidence: The project site is located within the Sunridge Specific Plan Area. The proposed major design review is consistent with the Sunridge Specific Plan standards and requirements. The project also provides a variety of floor plans as well as elevations that creates a visibly interesting streetscape consistent with the objectives of the City's Design Guidelines.

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

Evidence: The applicant, Richmond American Homes, is presenting a design package that includes five floor plans with four different architectural styles. The package also includes multiple color schemes as well as architectural options that create additional variation to the facades of the homes. Conditions of approval have been added to the project that require the applicant to alternate between floor plans and elevations in order to increase street variation throughout the subdivision. As part of this project the Applicant has requested an increase of the allowable concrete in the front yard setback. This allowance will only be allowed for 3rd car garages and the project has been conditioned that no two adjacent lots may both have the increased concrete allowance.

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

Evidence: The proposed architecture and landscaping are compatible with other adjacent villages of the Montelena project. The proposed farmhouse, craftsman, wine country, and prairie elevations are consistent with other subdivisions in the area as well as homes that will be adjacent within the same village. Elements such as wood siding, stone veneer, and shutters have been incorporated into the facades and help to maintain a consistent design concept throughout each elevation.

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

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

ENVIRONMENTAL

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

FISCAL IMPACT ANALYSIS

Approval of the Major Design Review for the design of production homes within Montelena Village 3 will benefit the City and the community by providing direct contributions to fund needed public infrastructure for this project and the broader community. While the project will generate additional demands for municipal services, the project will be subject to existing and new funding mechanisms to pay fair share costs for ongoing operations, maintenance, and services that will offset City costs.

RECOMMENDED MOTION

Staff recommends that the City Council take the following action:

- Find that the project is Exempt per Section 15182, Residential Projects Pursuant to a Specific Plan; and
- Approve the Resolution for a Major Design Review for Montelena Village 3 – Project No. PLND-0921-0006.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution – Project Plans
3. Exhibit B to the Resolution – Conditions of Approval
4. 500' Radius Map with Mailing Labels

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2021

A RESOLUTION OF THE CITY COUNCIL APPROVING A MAJOR DESIGN REVIEW PERMIT FOR MONTELENA VILLAGE 3 PROJECT NO. PLND – 0921-0006

WHEREAS, Richmond American Homes, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Major Design Review approval for Montelena Village 3 within Sunridge Specific Plan for five new floor plans with four different architectural styles; and

WHEREAS, the Applicant is also requesting as part of the Design Review application, an increase in the allowable non-pervious surface within the front yard setback from 40% maximum coverage to a maximum of 51% in order to accommodate their optional 3 car garage for the Amethyst floor plan; and

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

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

WHEREAS, the proposed residential project is in conformity with what was reviewed as part of the Specific Plan EIR, and therefore is exempt under CEQA exemption 15182, Residential Projects Pursuant to a Specific Plan; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

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

1. Determine the CEQA exemption 15182 is an adequate exemption according to the Guidelines of the California Environmental Quality Act.

- a) **Finding:** The project site has been analyzed and is exempt per California Environmental Quality Act exemption 15182 Residential Projects Pursuant to a Specific Plan.

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

2. Approve the Design Review, subject to the Major Design Review Package (Exhibit A) and the Conditions of Approval (Exhibit B); supported by the following Findings and Evidence, as required by Zoning Code Section 23.141.070:

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

Evidence: The project site is located within the Sunridge Specific Plan Area. The proposed major design review is consistent with the Sunridge Specific Plan standards and requirements. The project also provides a variety of floor plans as well as elevations that creates a visibly interesting streetscape consistent with the objectives of the City's Design Guidelines.

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

Evidence: The applicant, Richmond American Homes, is presenting a design package that includes five floor plans with four different architectural styles. The package also includes multiple color schemes as well as architectural options that create additional variation to the facades of the homes. Conditions of approval have been added to the project that require the applicant to alternate between floor plans and elevations in order to increase street variation throughout the subdivision. As part of this project the Applicant has requested an increase of the allowable concrete in the front yard setback. This allowance will only be allowed for 3rd car garages and the project has been conditioned that no two adjacent lots may both have the increased concrete allowance.

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

Evidence: The proposed architecture and landscaping are compatible with other adjacent villages of the Montelena project. The proposed farmhouse, craftsman, wine country, and prairie elevations are consistent with other subdivisions in the area as well as homes that will be adjacent within the same village. Elements such as wood siding, stone veneer, and shutters have been incorporated into the facades and help to maintain a consistent design concept throughout each elevation.

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

Evidence: The subdivision map was originally approved in 2006 and an amendment for Villages 3 & 5 with minor adjustments to the park and residential areas, was approved in 2013 prior to this Design Review. Vehicular, bicycle and pedestrian circulation were studied and accepted as part of these prior approvals. The requested Design Review entitlement is only for the final designs of the Master

ITEM 12.3.

ATTACHMENT 1

Home Plans and will not impede any of the previously approved transportation modes of circulation.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

SEASONS AT MONTELENA

RANCHO CORDOVA, CALIFORNIA

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

ARCHITECTURAL STYLES

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



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



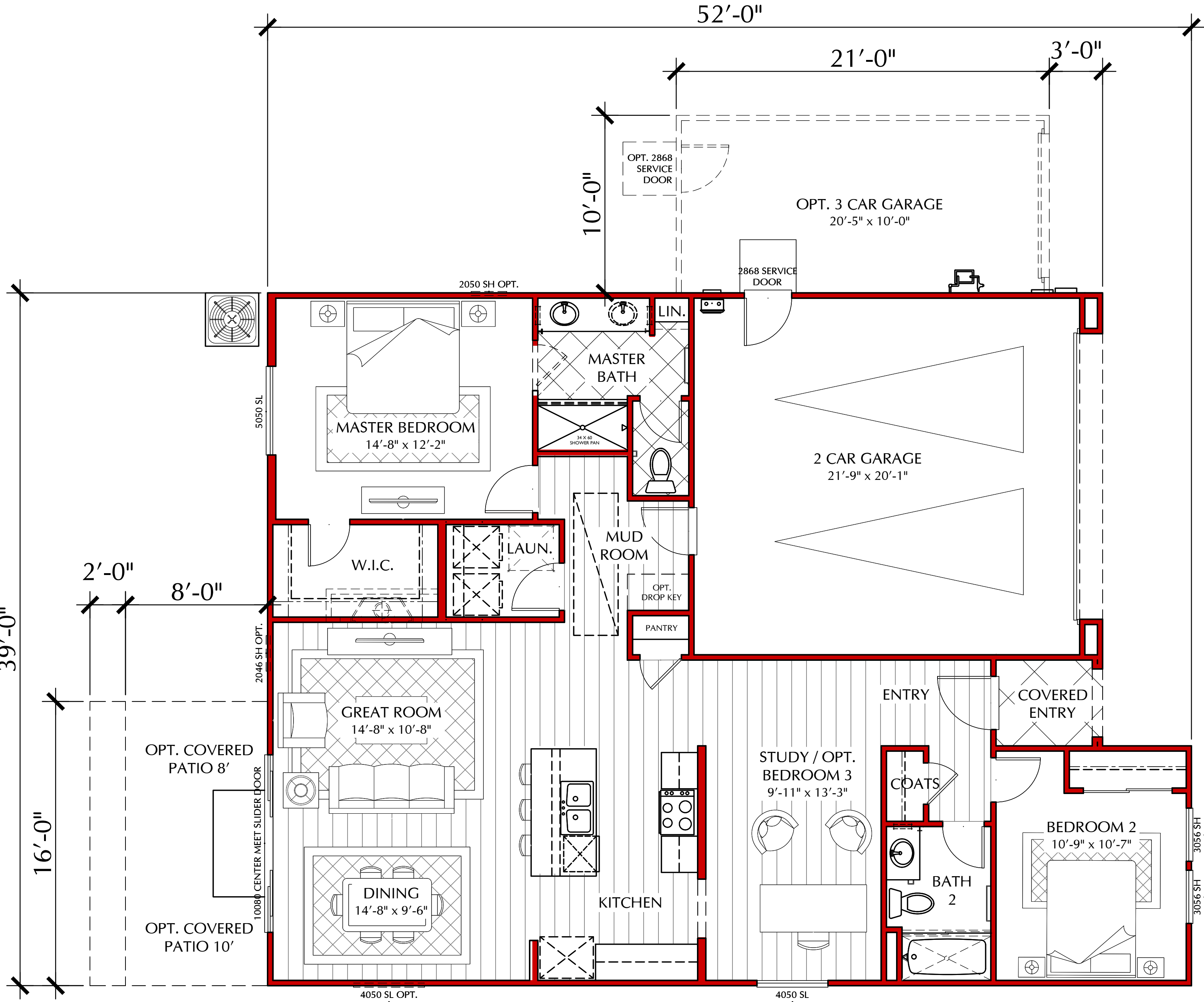
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N901 - AMETHYST

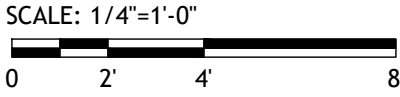
2 BEDROOMS / 2 BATHS / STUDY
2 CAR GARAGE

AREA TABULATION

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



N901 - AMETHYST
FLOOR PLAN



FLOOR PLAN REFLECTS 'A' ELEVATION



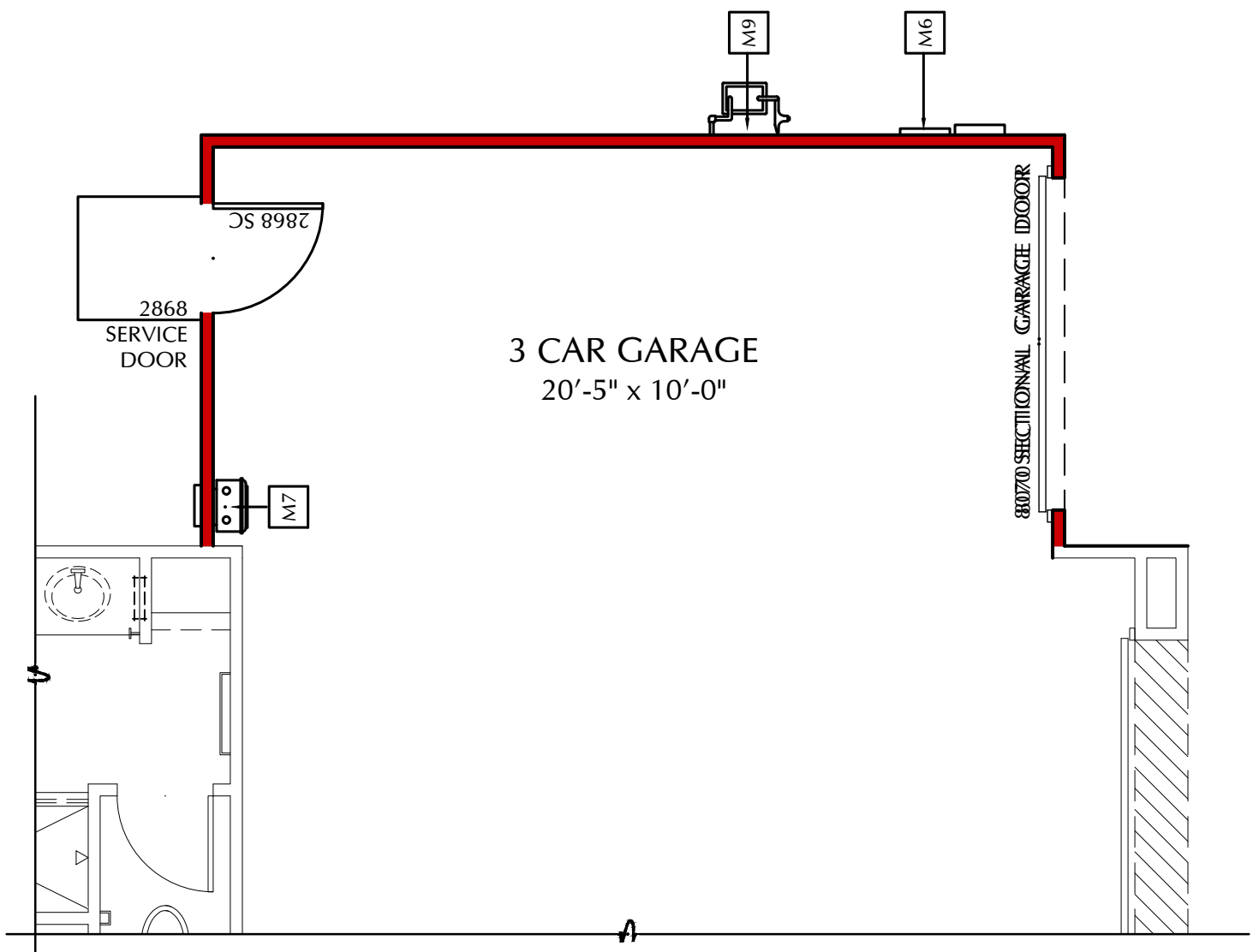
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RANCHO CORDOVA, CALIFORNIA

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

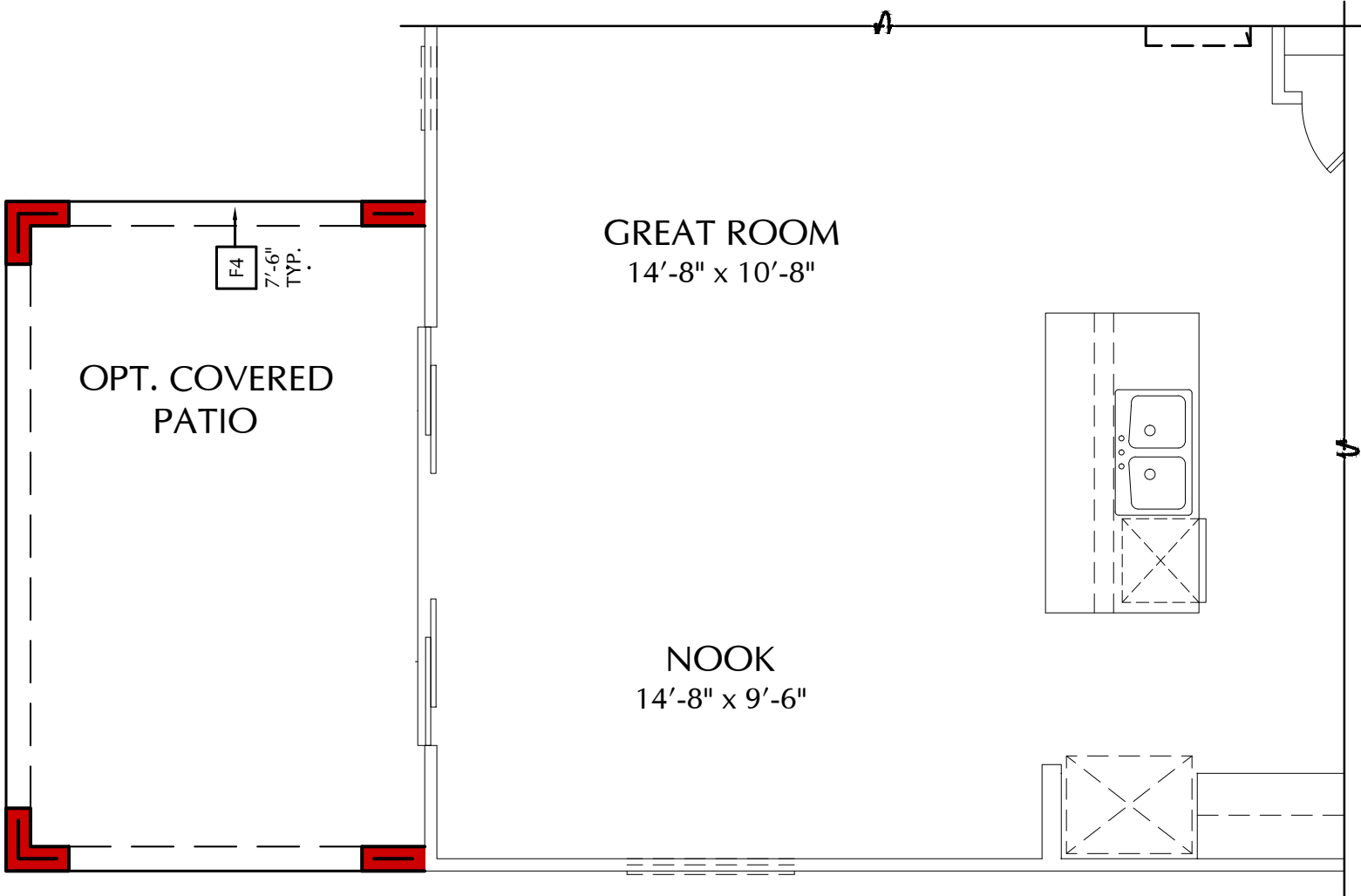


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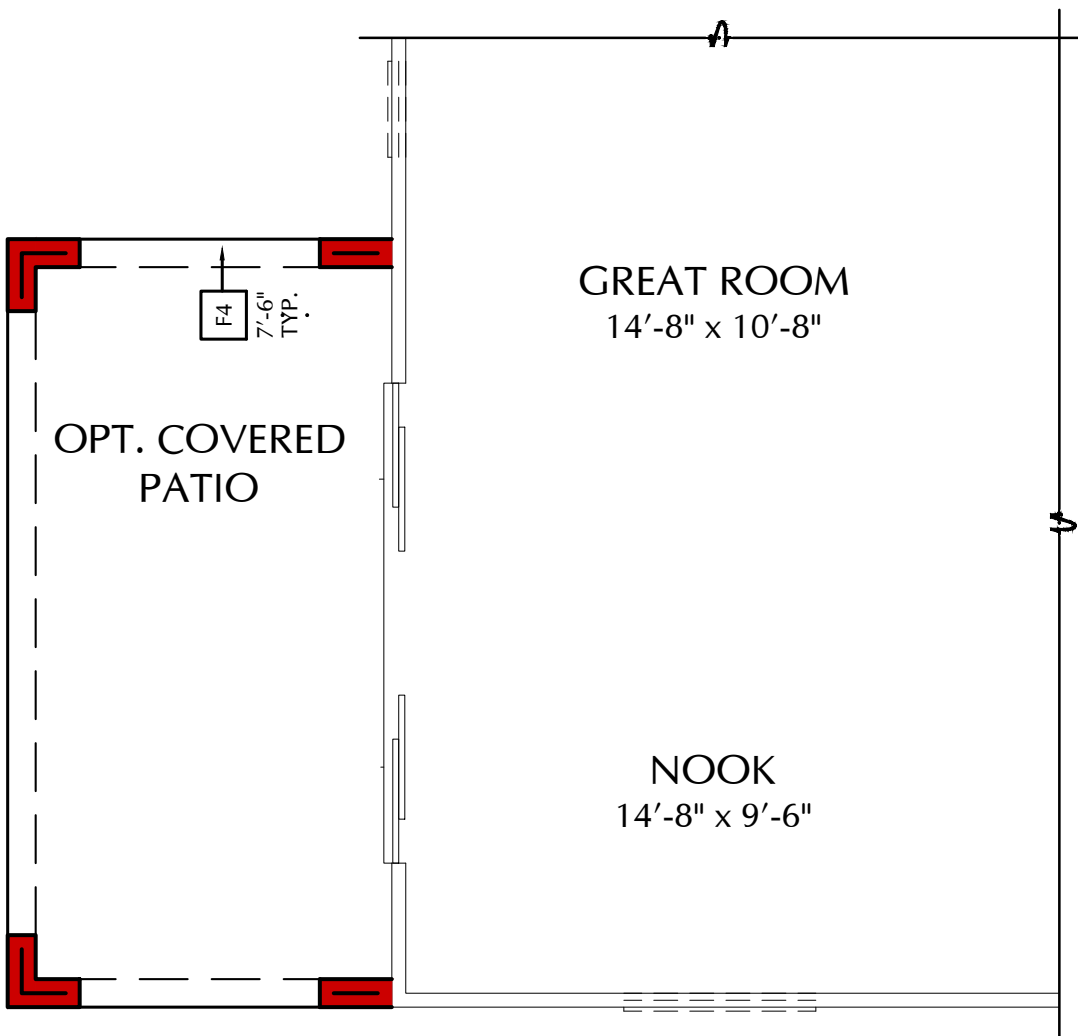
OPT. 3 CAR GARAGE PLAN N901

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



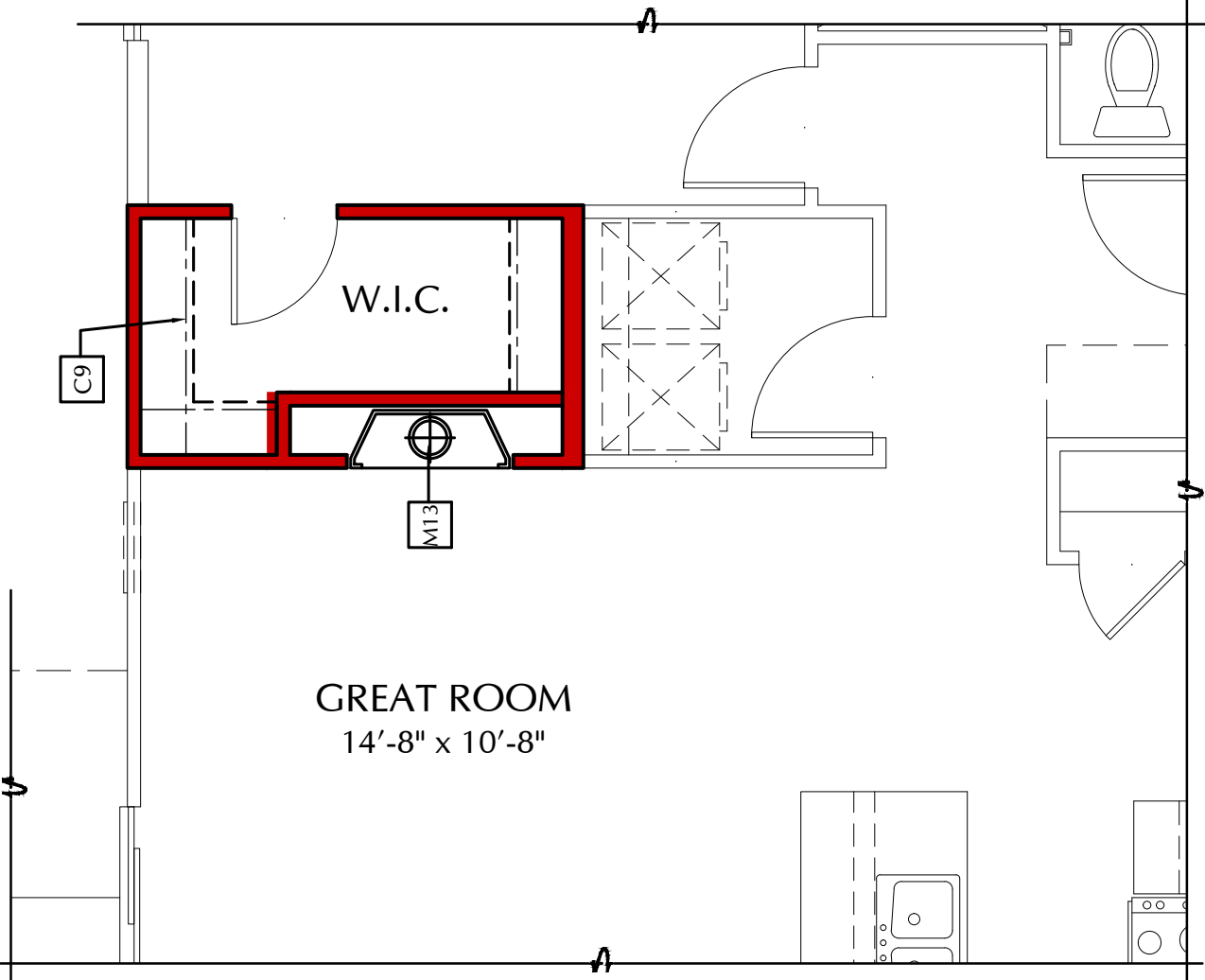
OPT. COVERED PATIO 10' DEEP PLAN N901

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



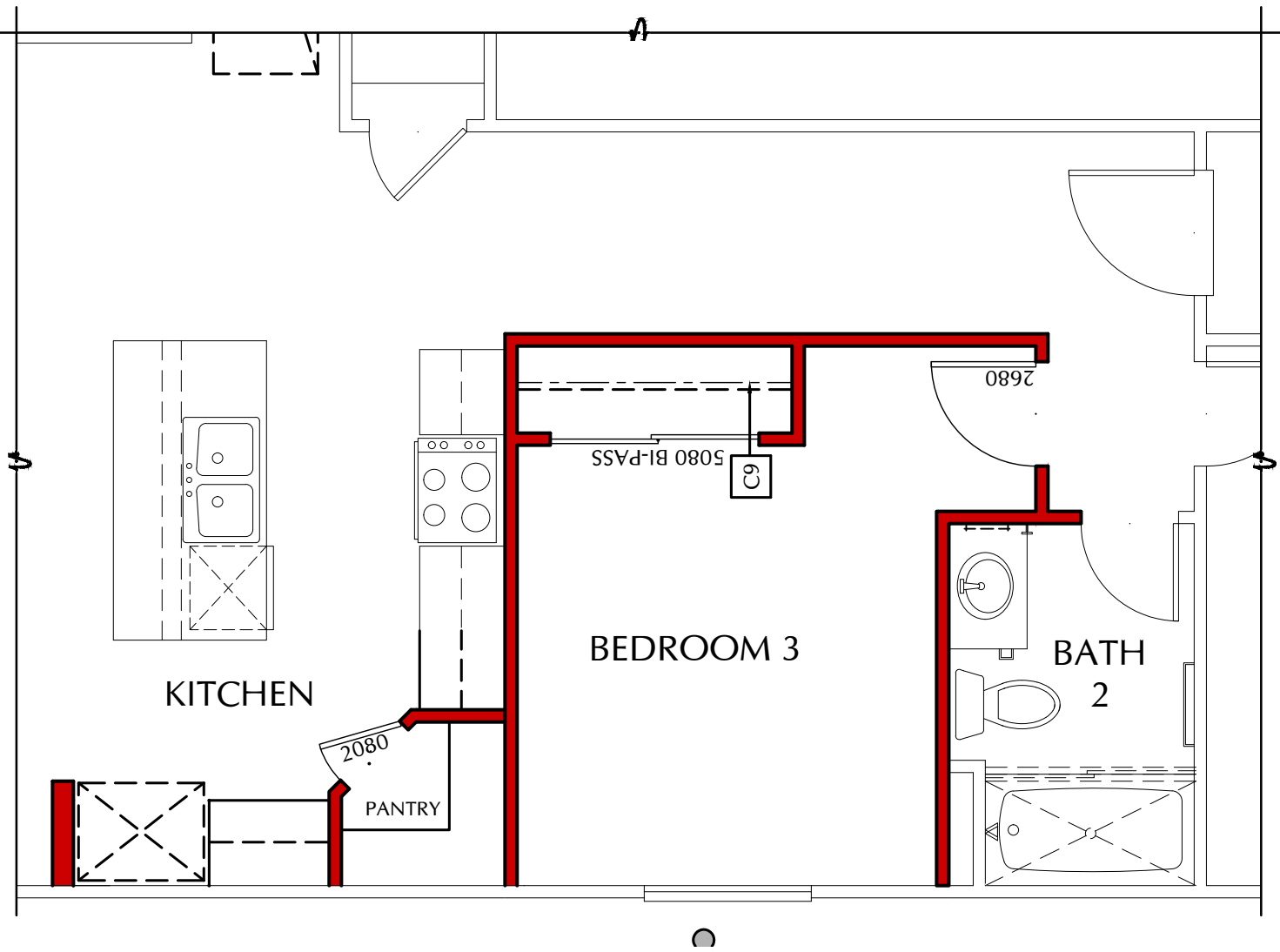
OPT. COVERED PATIO 8' DEEP PLAN N901

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



OPT. FIREPLACE PLAN N901

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



OPT. BEDROOM 3 PLAN N901

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

N901 - AMETHYST FLOOR PLAN

SEASONS AT MONTELENA RANCHO CORDOVA, CALIFORNIA

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



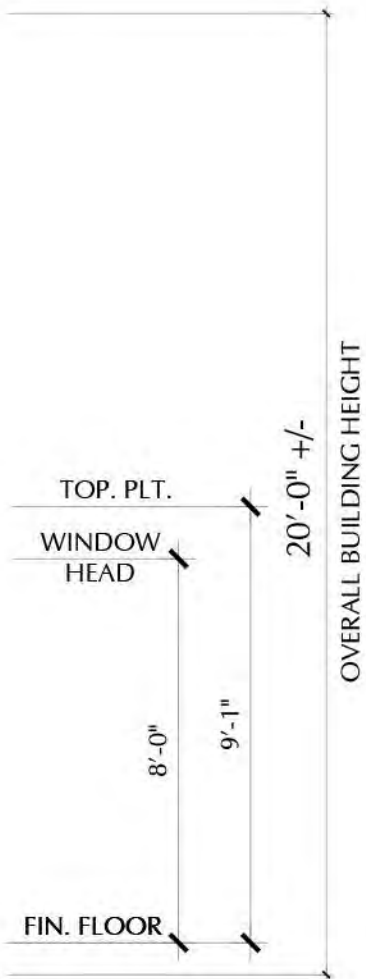
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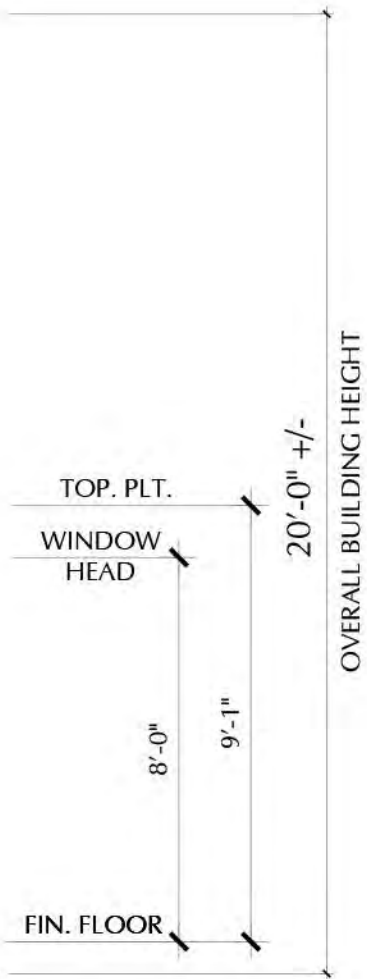
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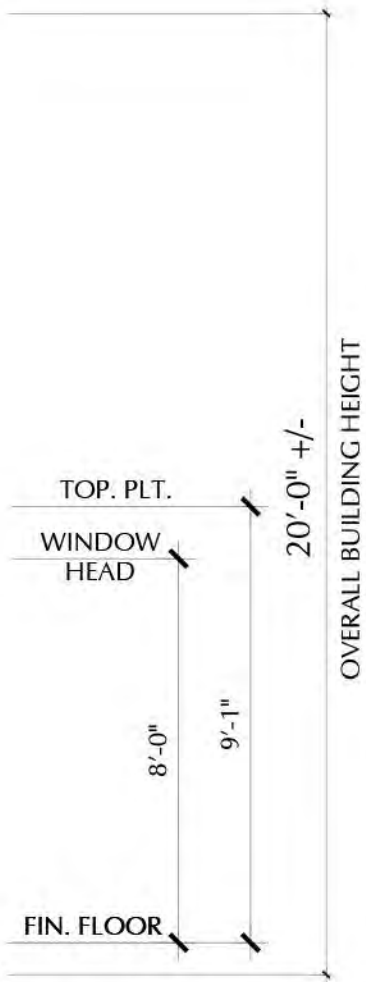
FARMHOUSE-A



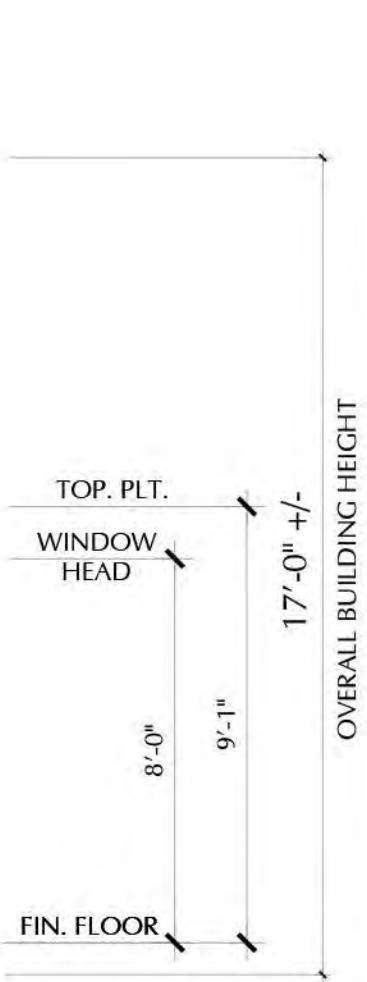
CRAFTSMAN - B



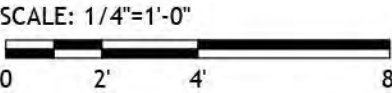
WINE COUNTRY - C



PRAIRIE- D



N901 - AMETHYST
FRONT ELEVATIONS



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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

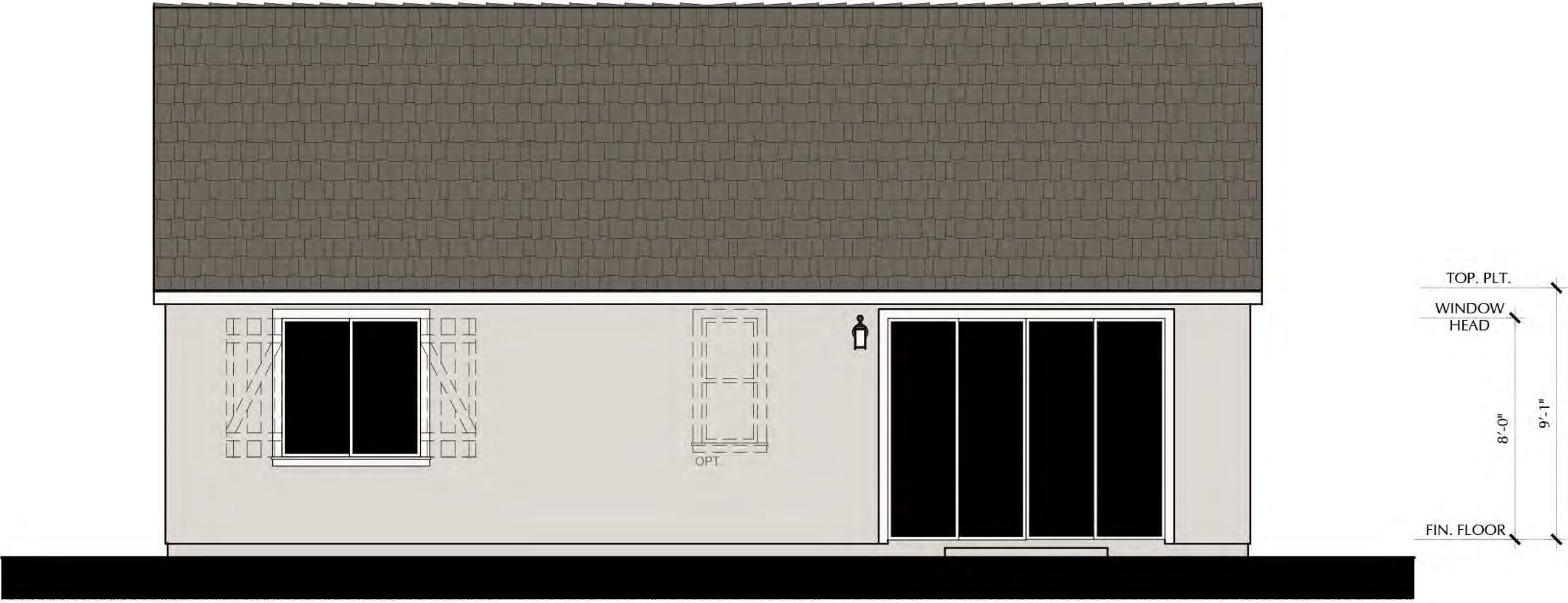
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FRONT ELEVATION - FARMHOUSE

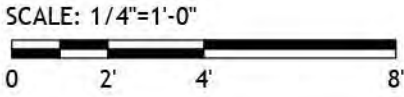


REAR ELEVATION - FARMHOUSE

N901 - AMETHYST
FRONT & REAR ELEVATIONS A

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

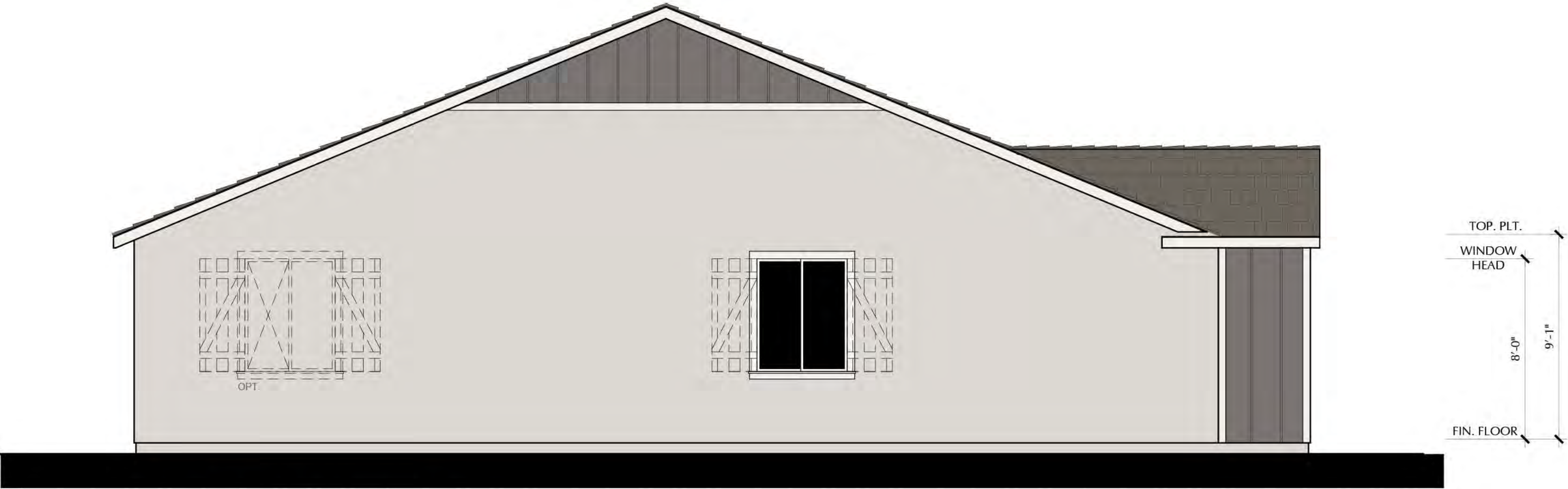
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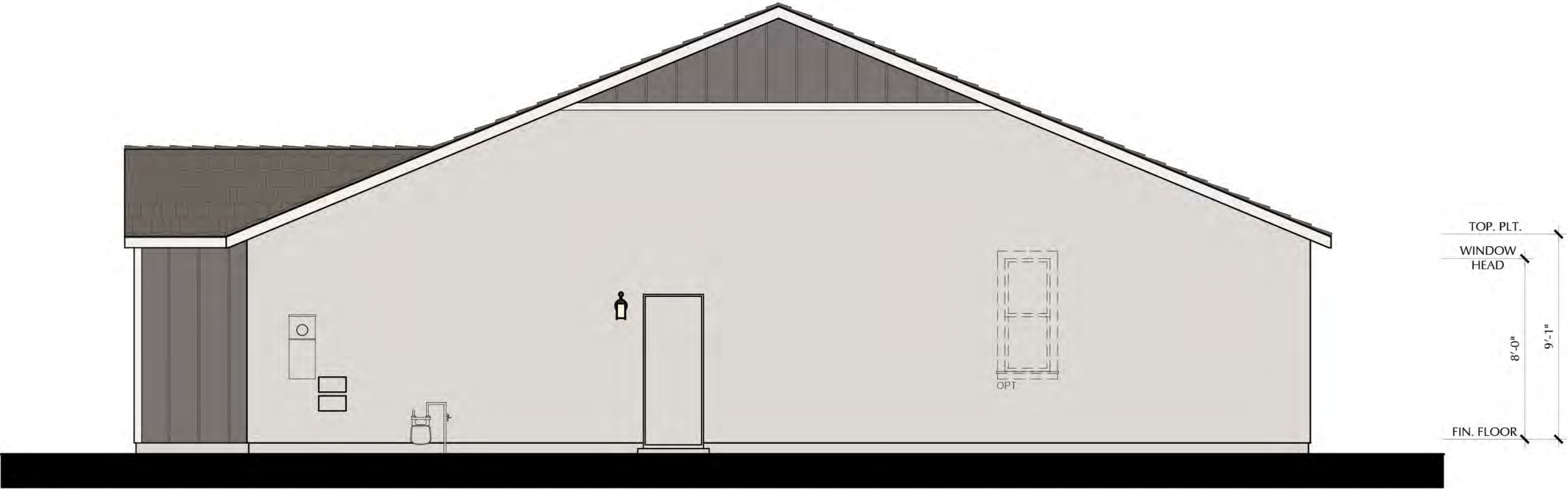
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LEFT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N901 - AMETHYST
SIDE ELEVATIONS A

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



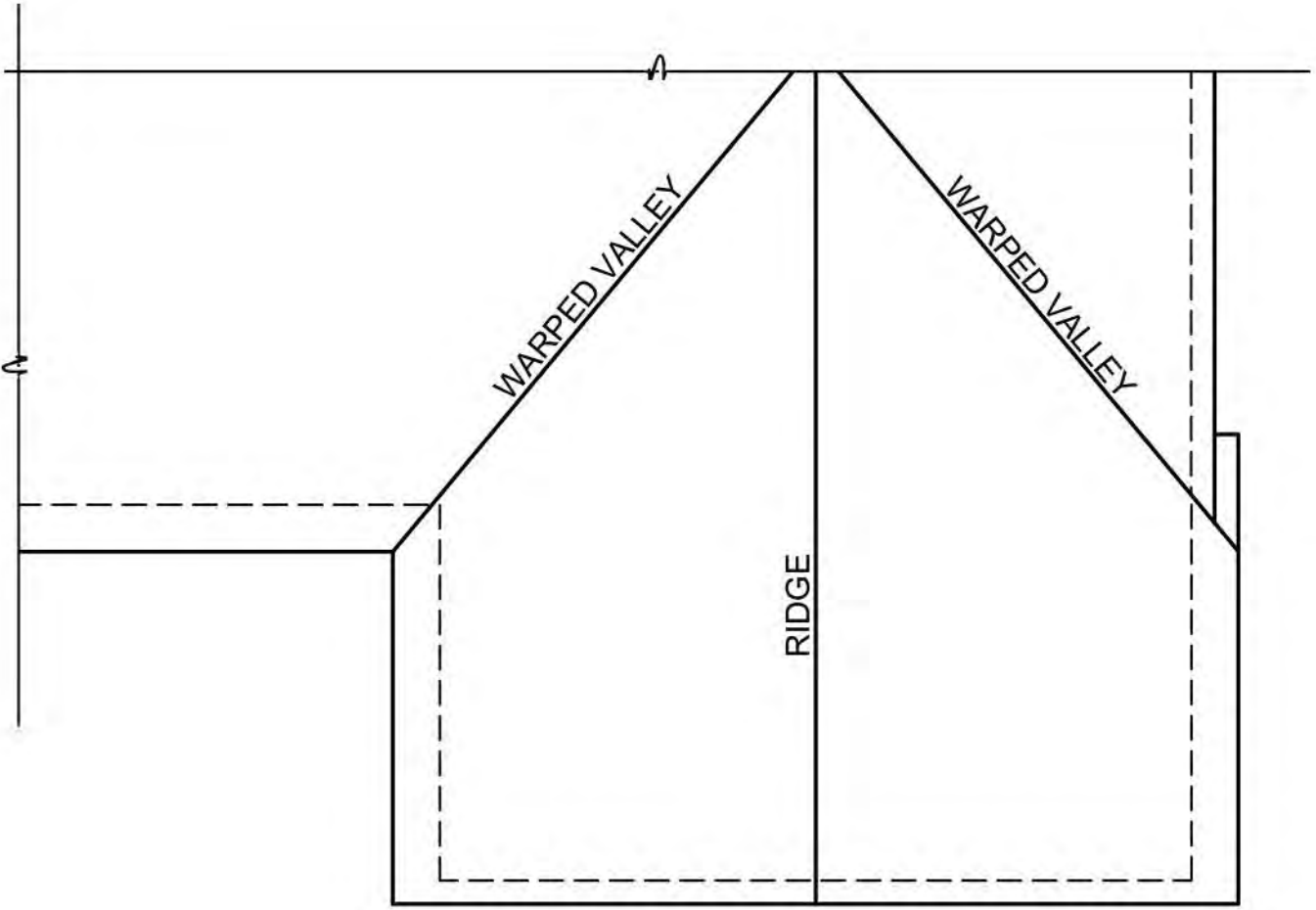
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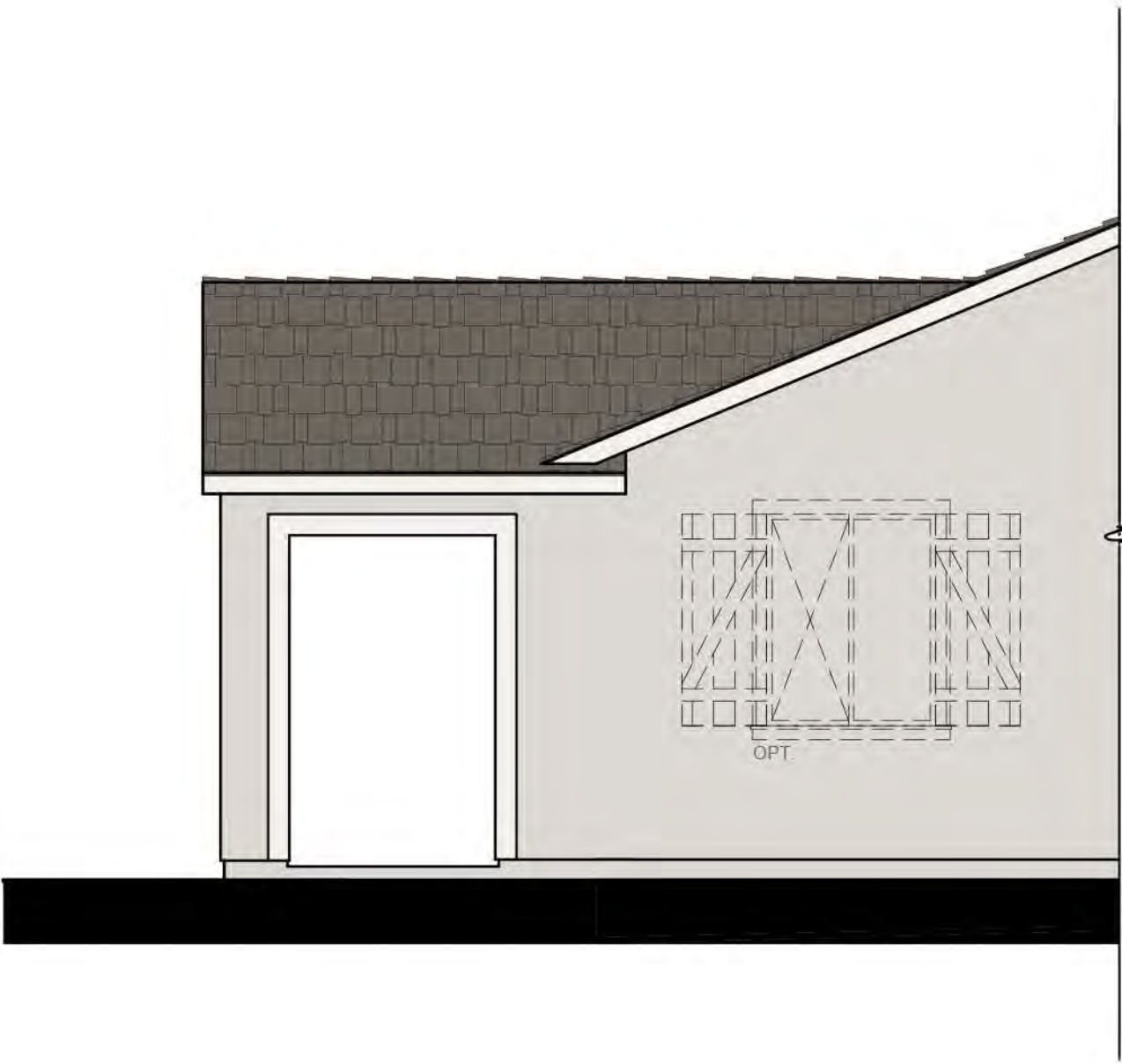
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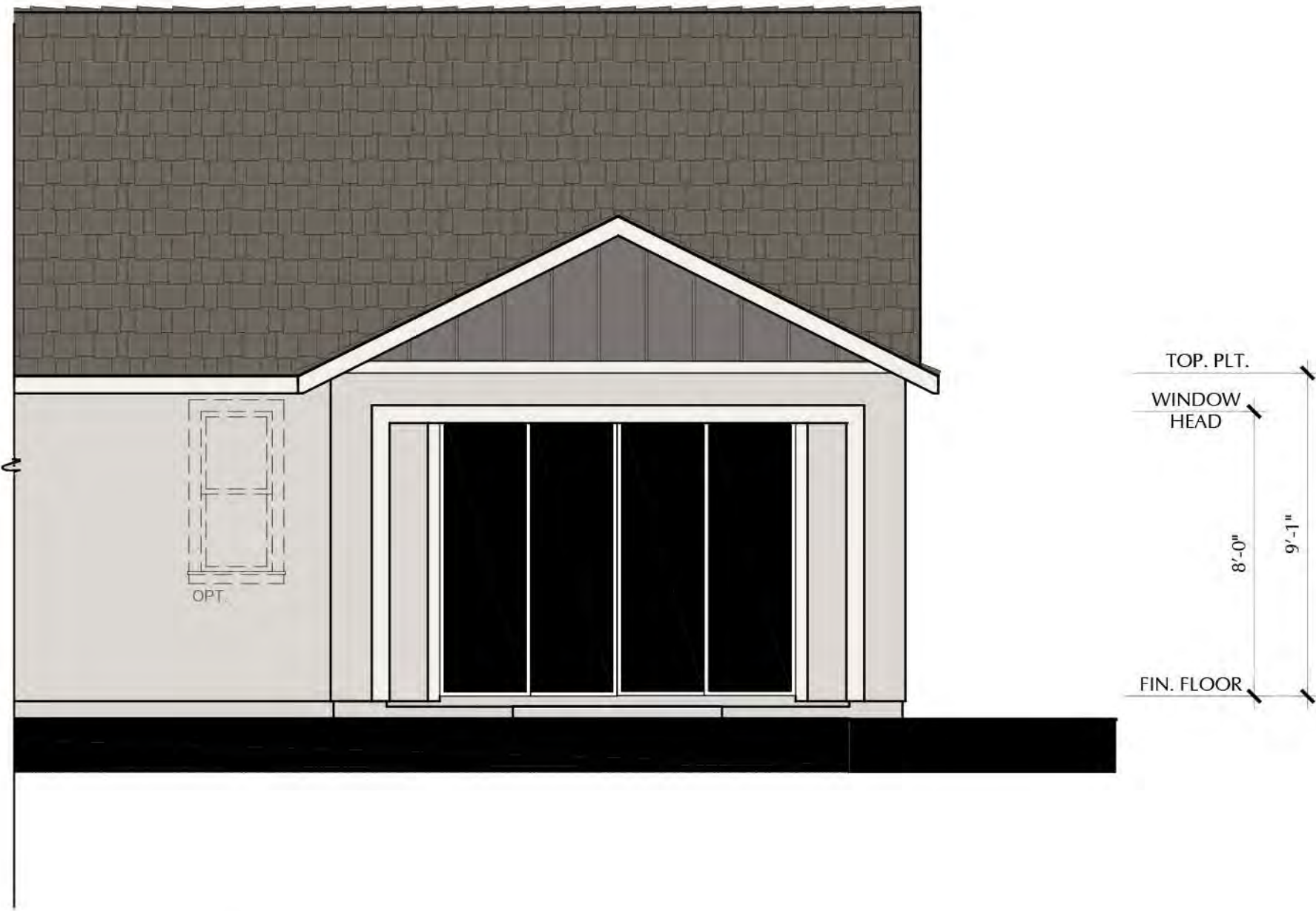
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ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS A - FARMHOUSE -

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



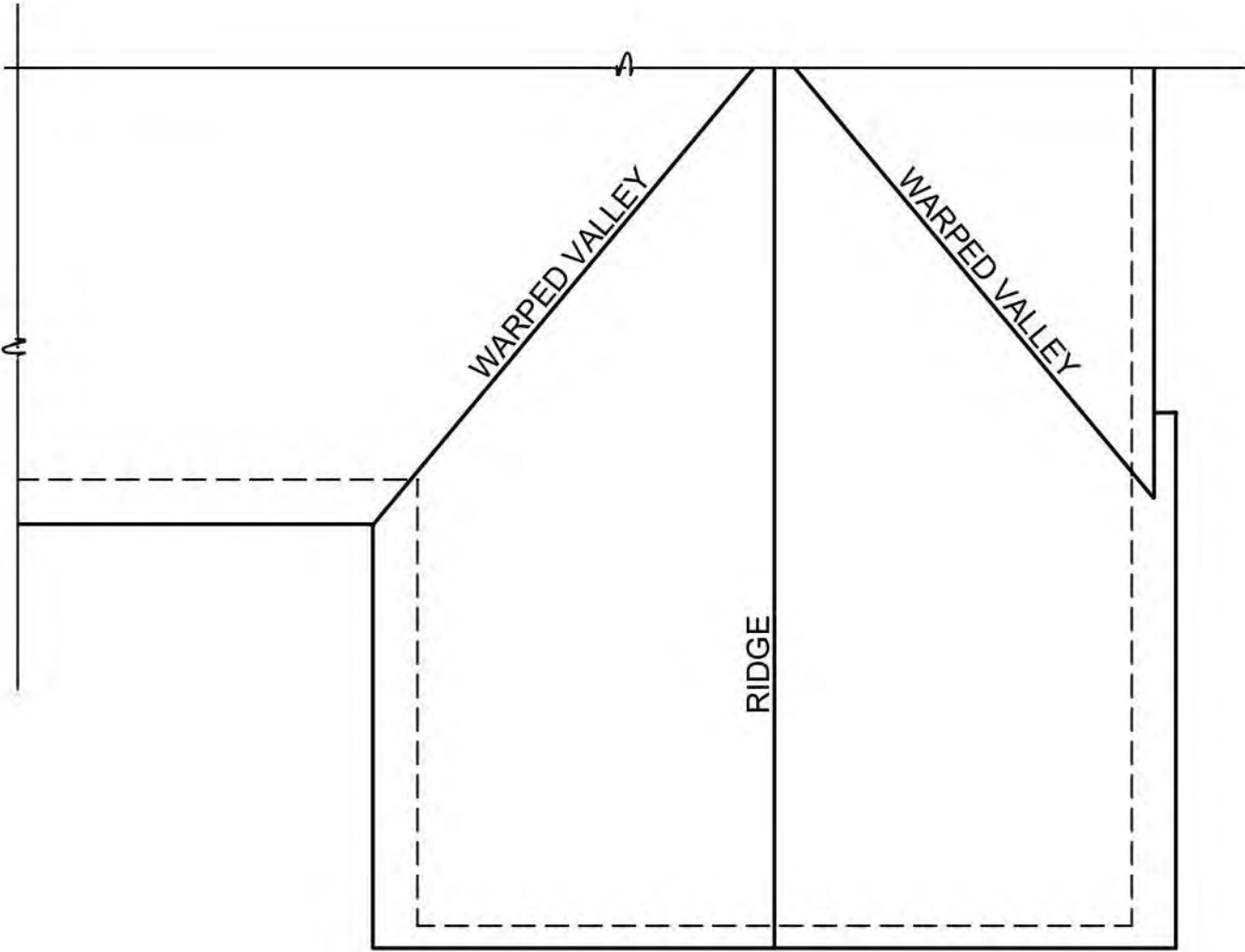
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RANCHO CORDOVA, CALIFORNIA

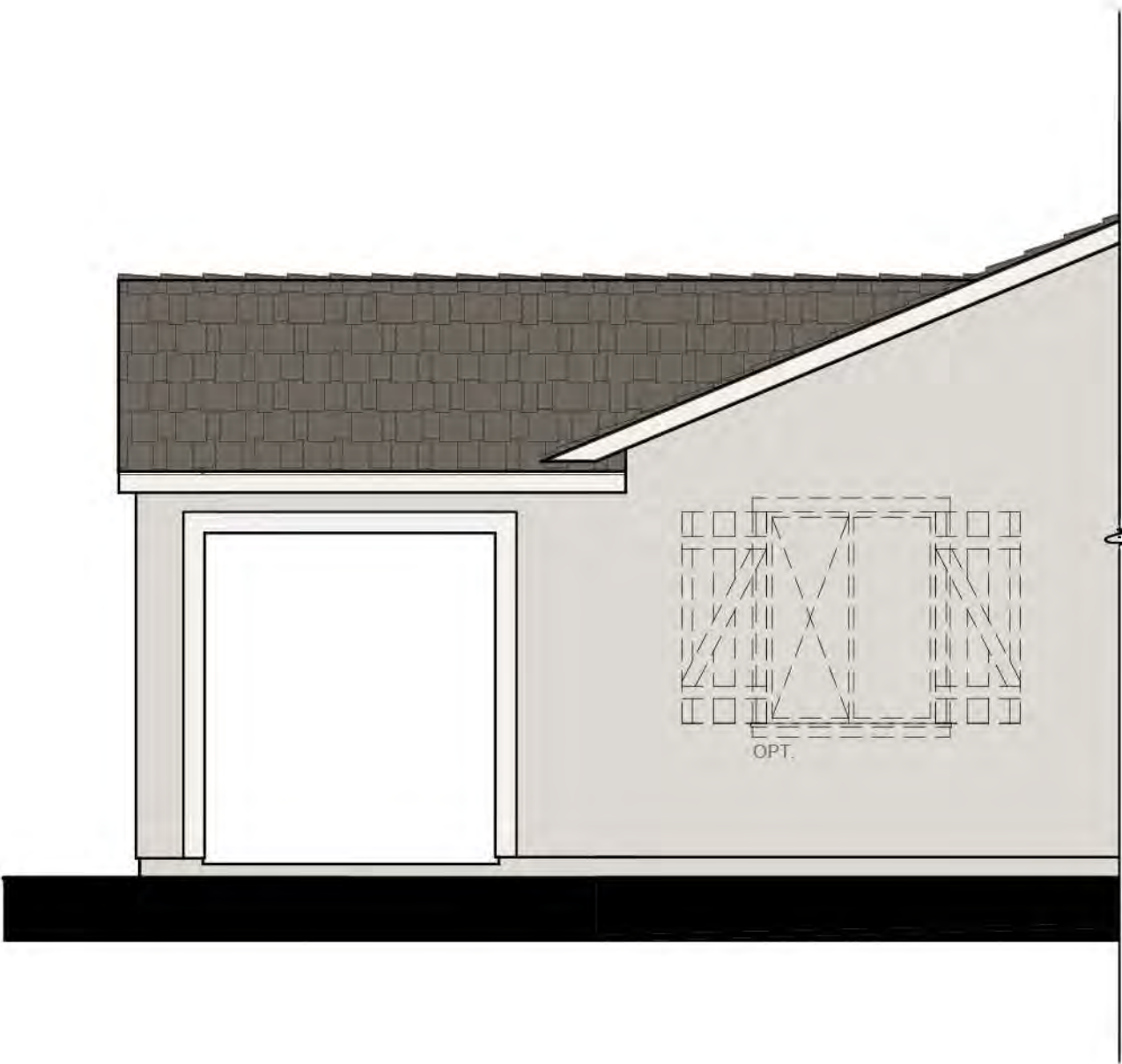
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ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS A - FARMHOUSE -

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



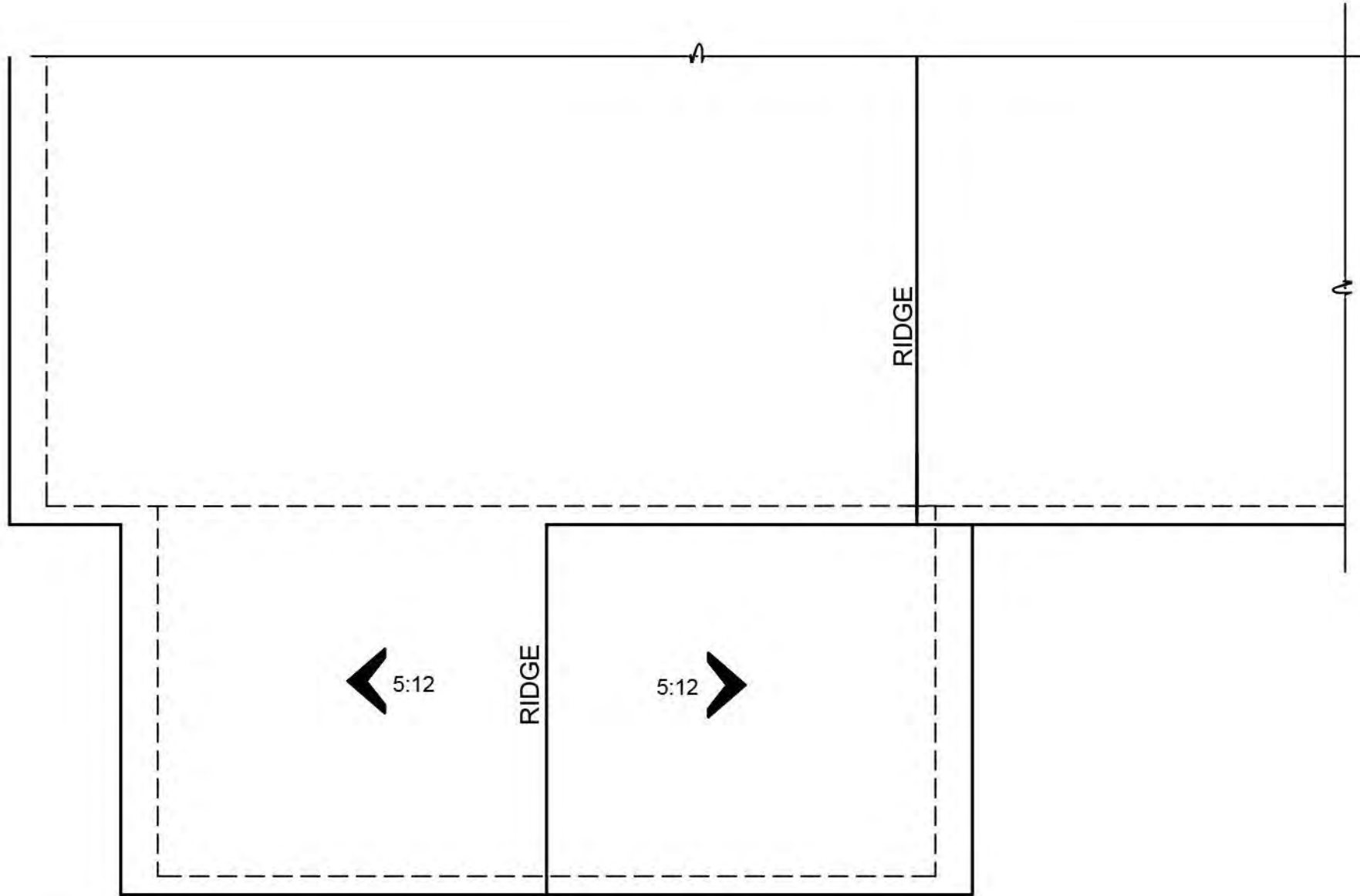
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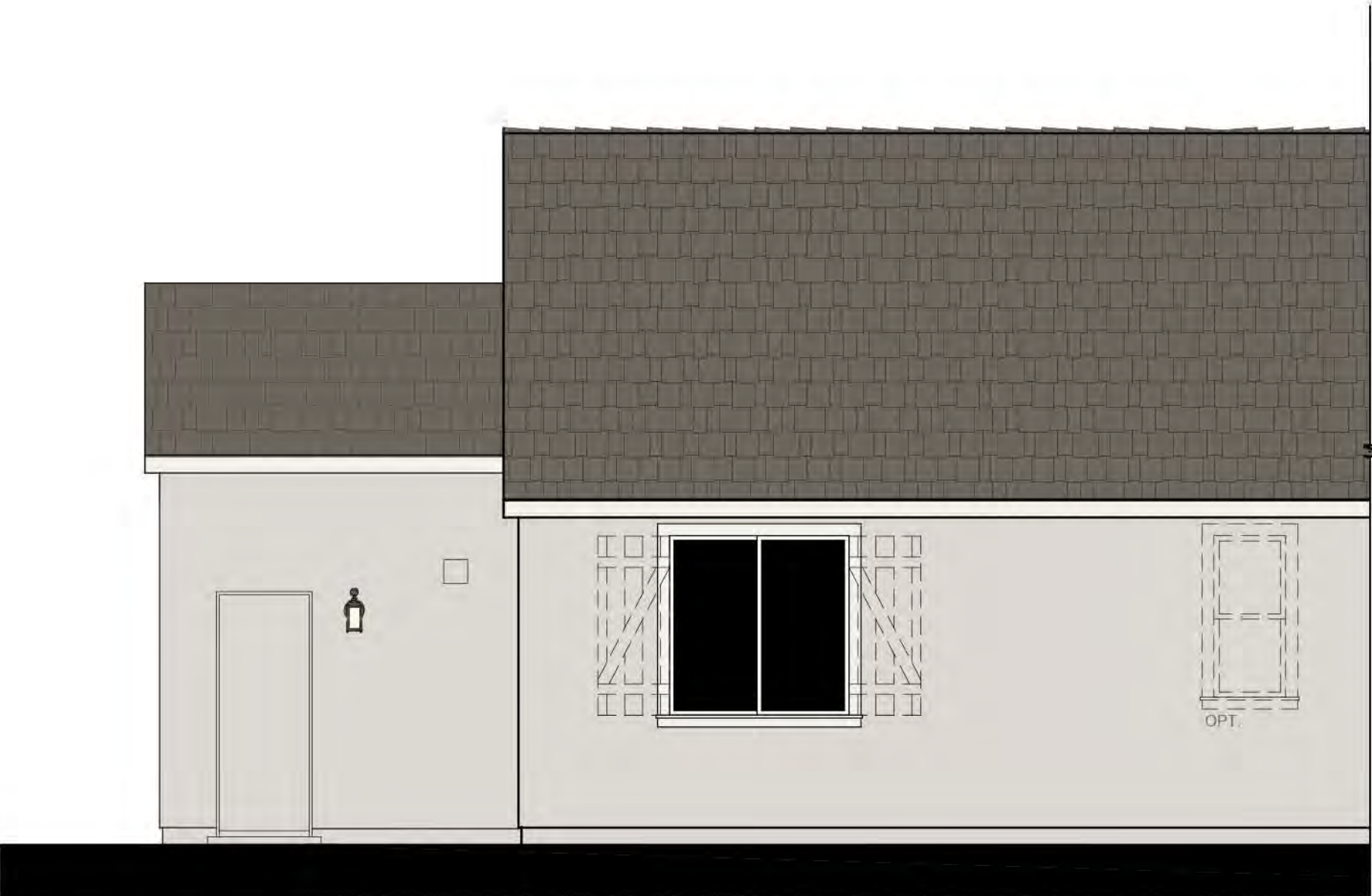
ROOF PLAN



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

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

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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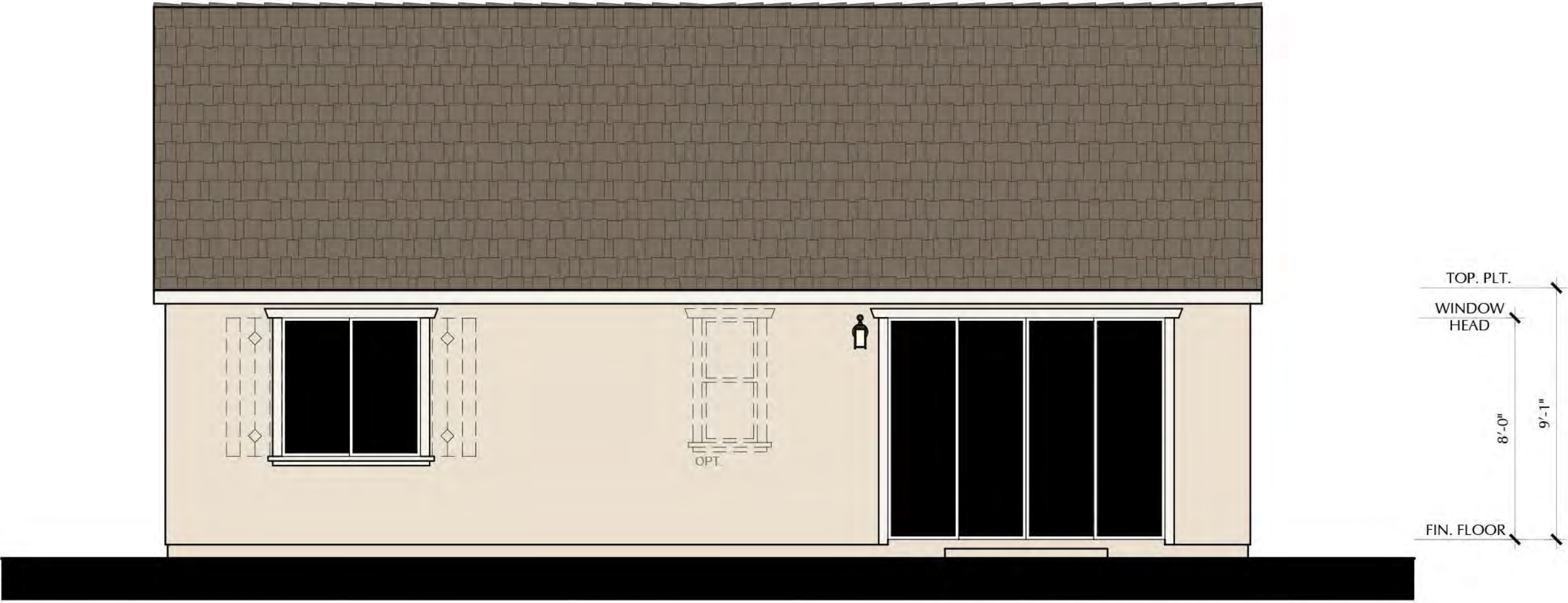


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SCALE: 1/4"=1'-0"
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FRONT ELEVATION - CRAFTSMAN

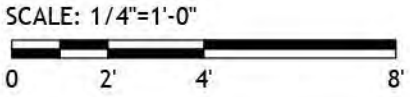


REAR ELEVATION - CRAFTSMAN

N901 - AMETHYST
FRONT & REAR ELEVATIONS B

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

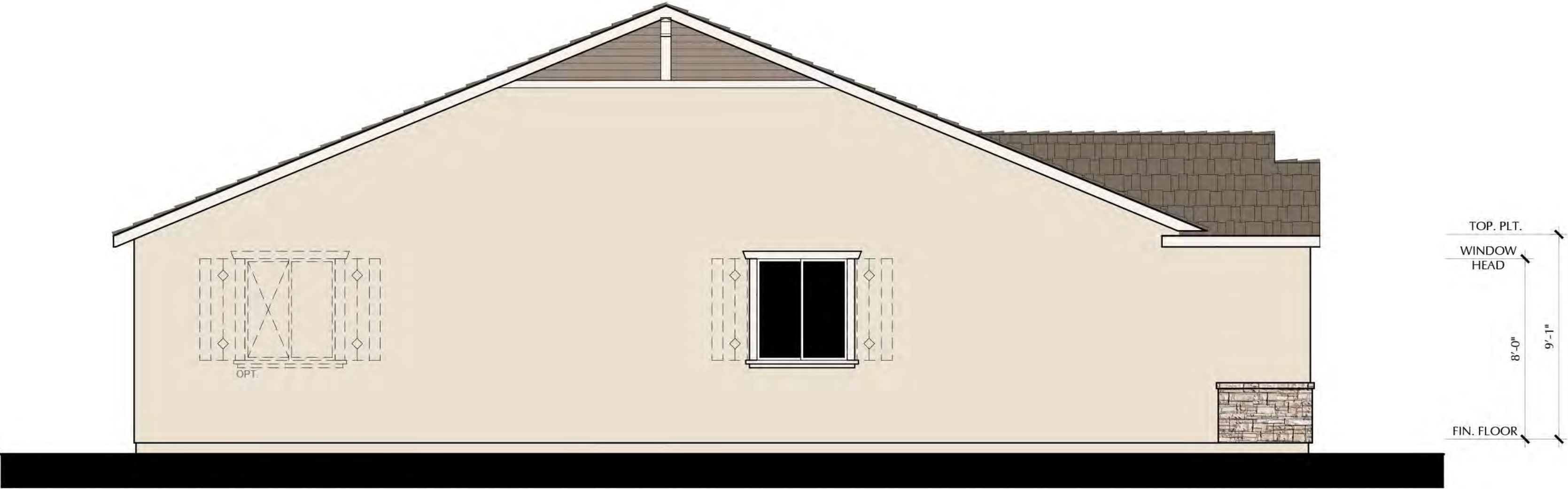
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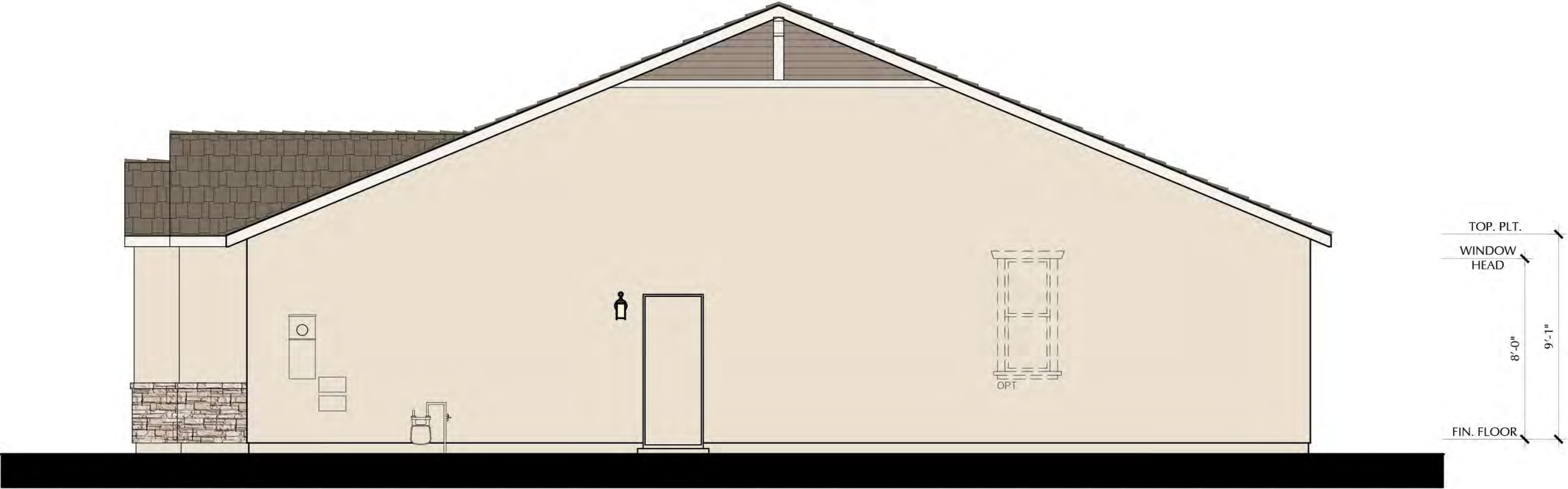
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LEFT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N901 - AMETHYST
SIDE ELEVATIONS B

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



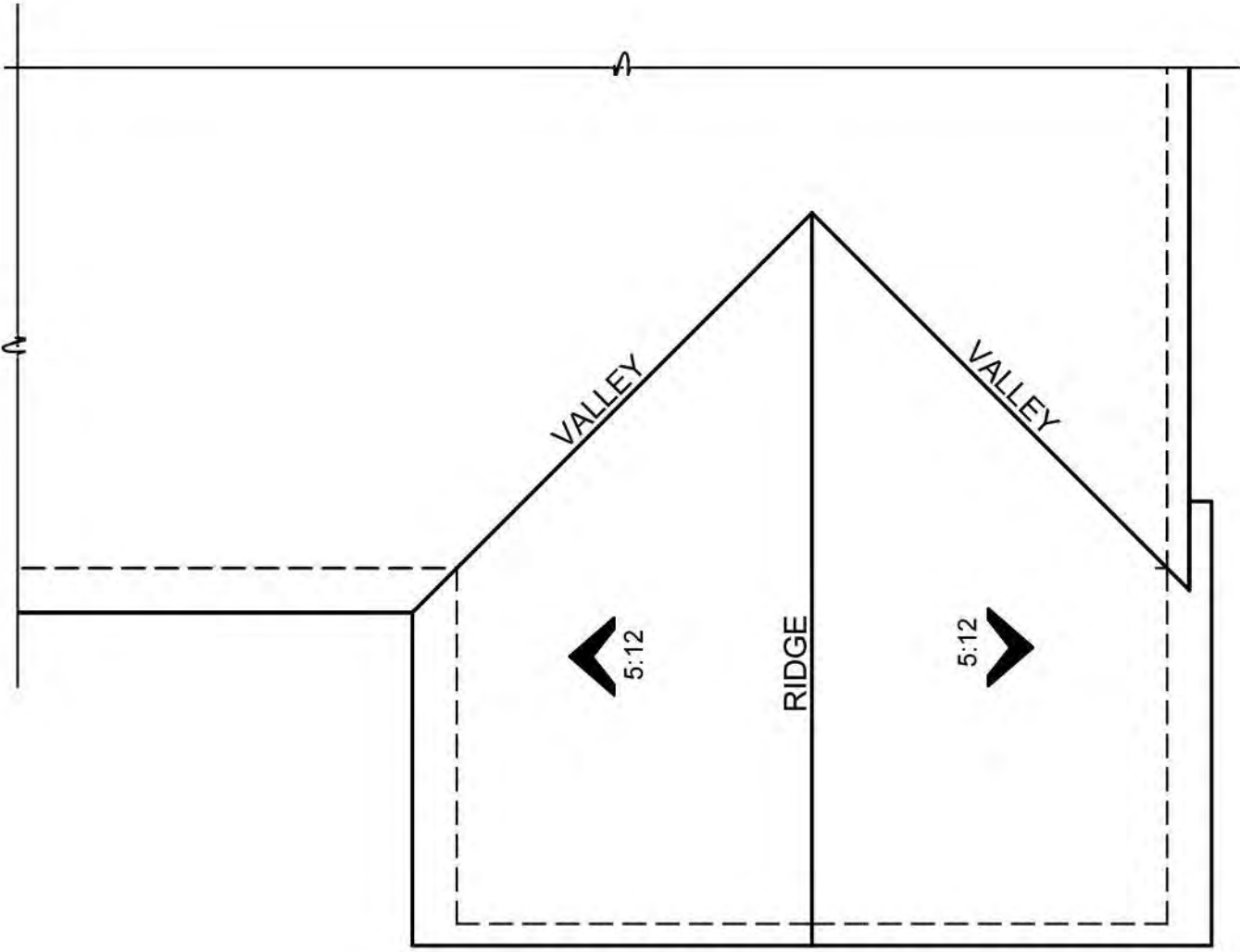
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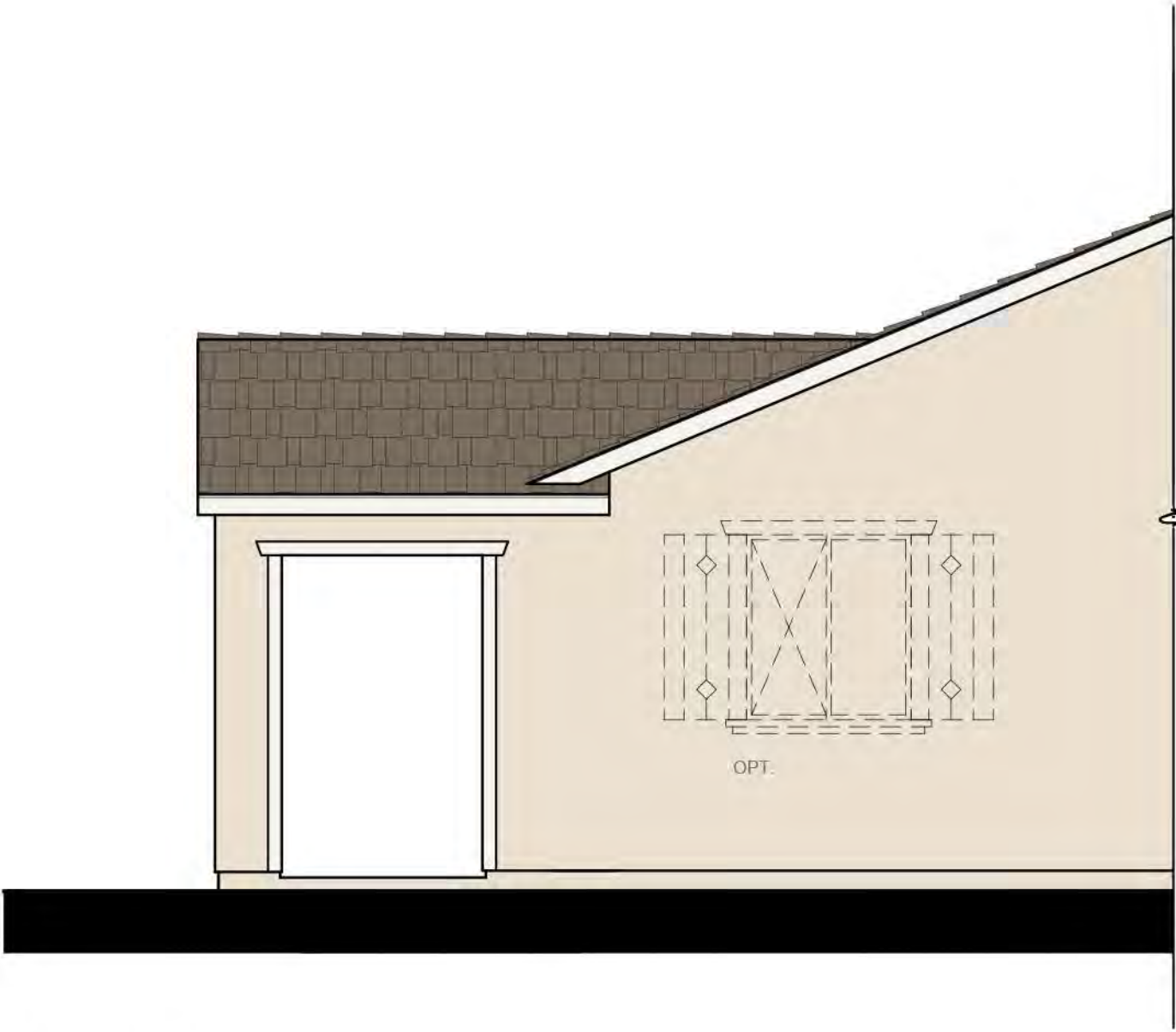
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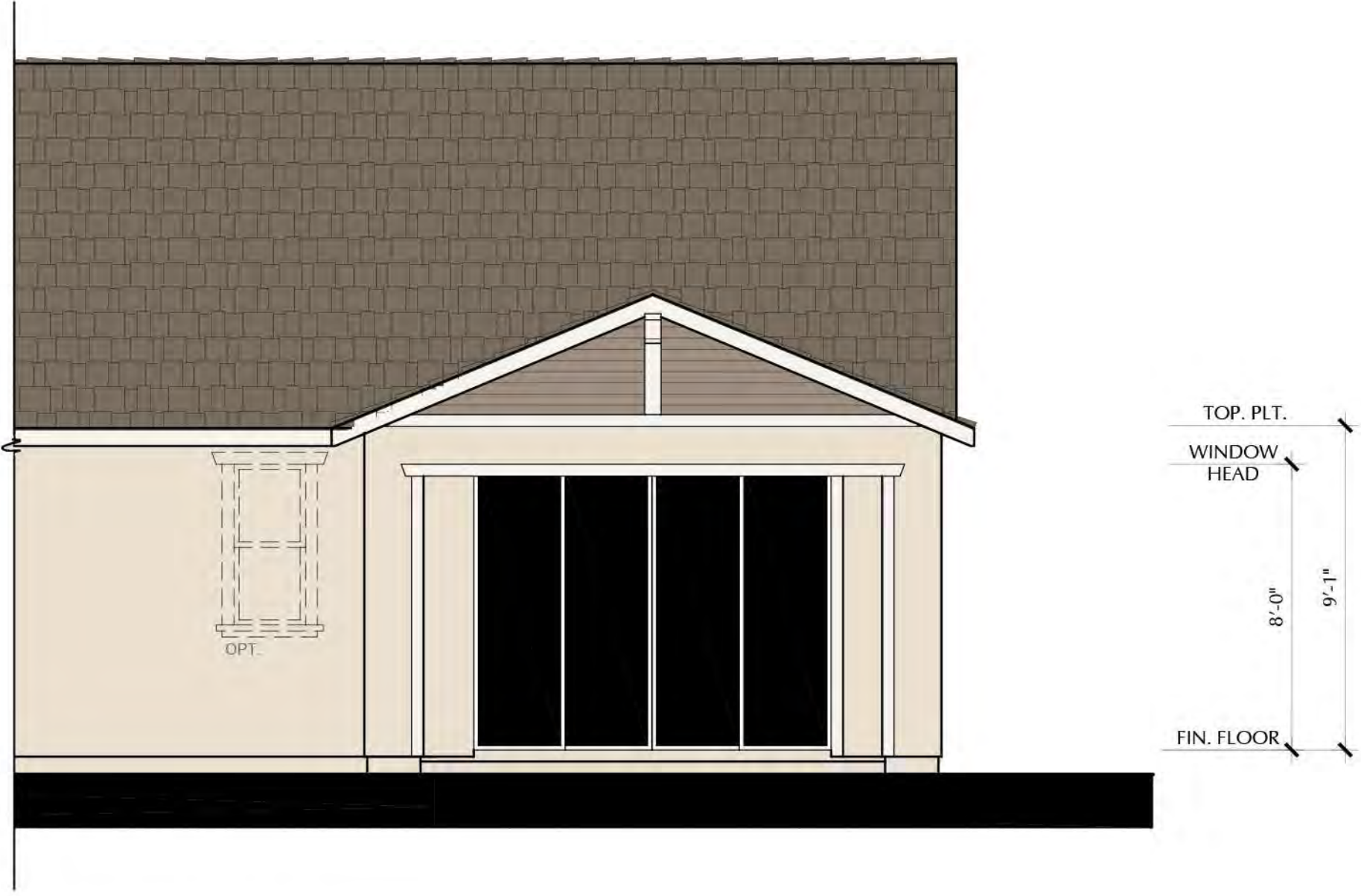
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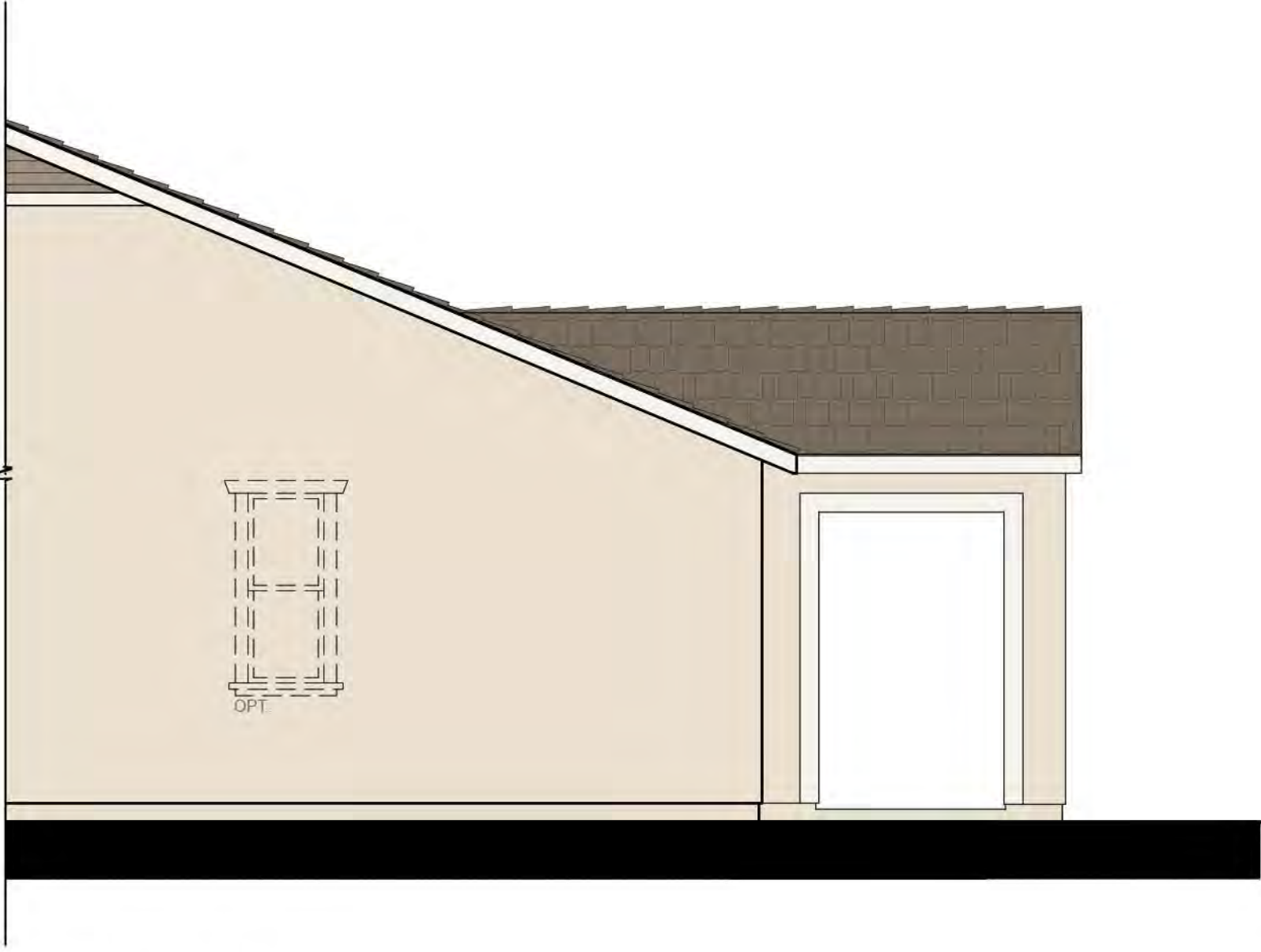
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS B - CRAFTSMAN -

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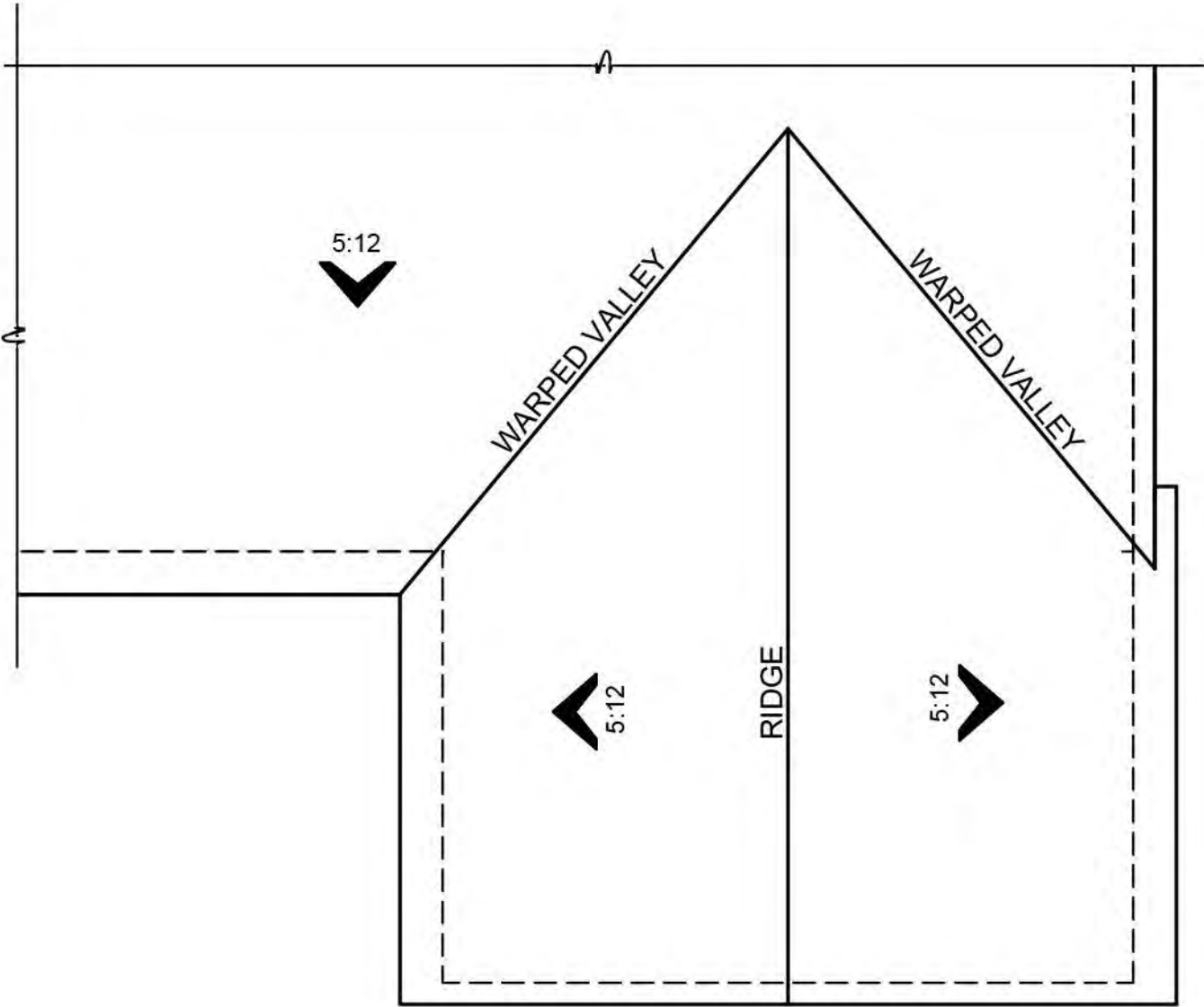
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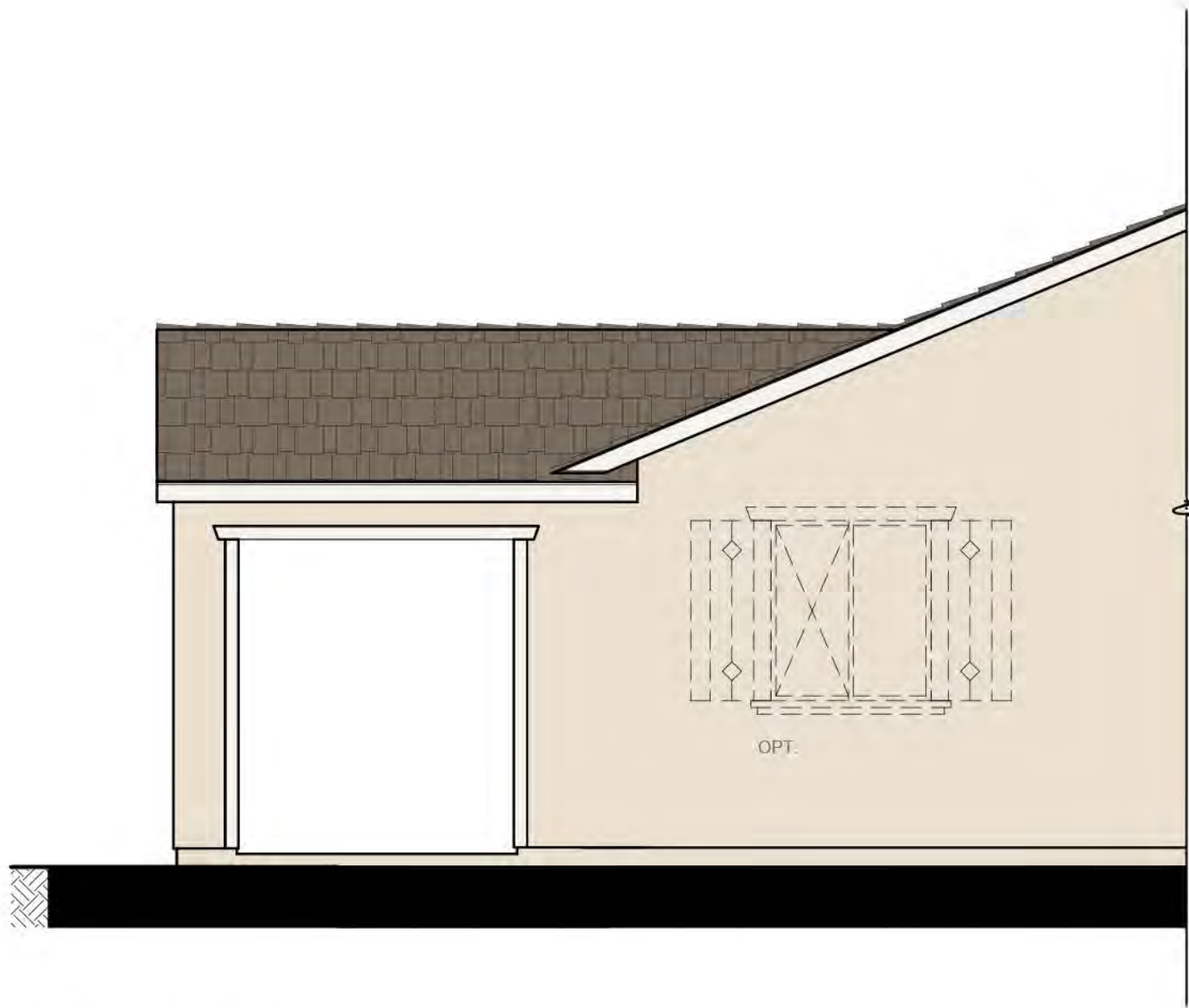
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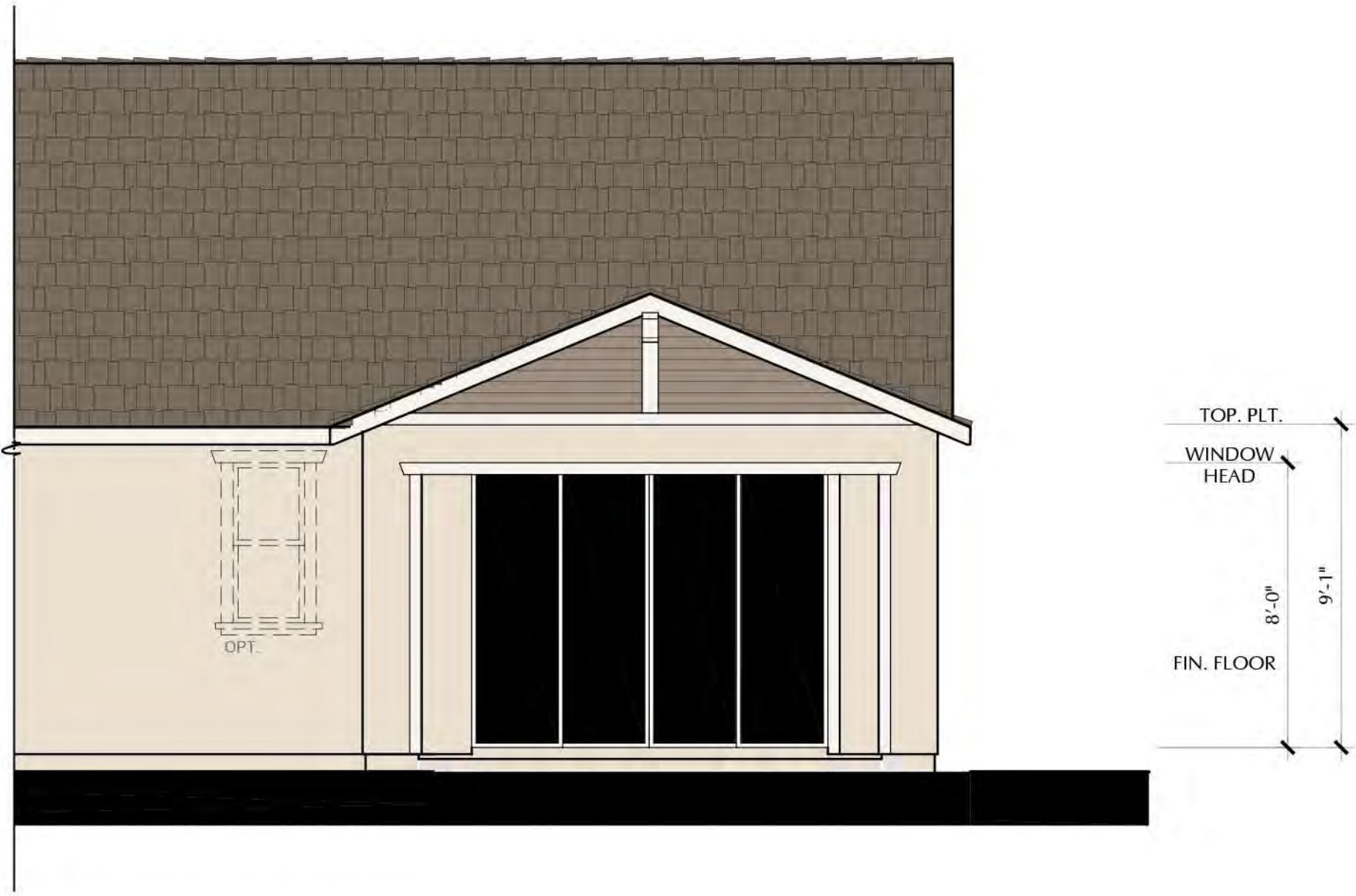
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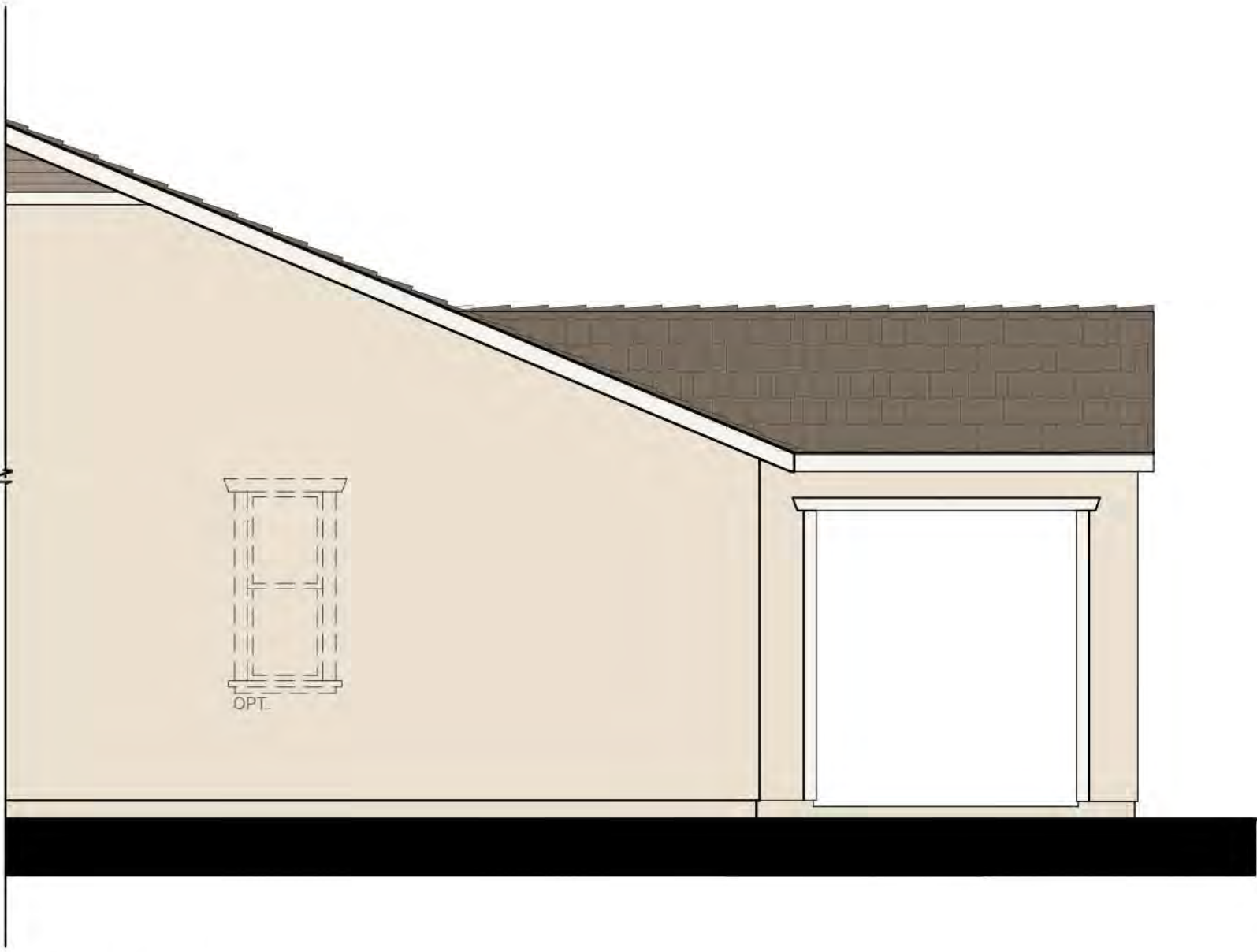
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS B - CRAFTSMAN -

SCALE: 1/4"=1'-0"
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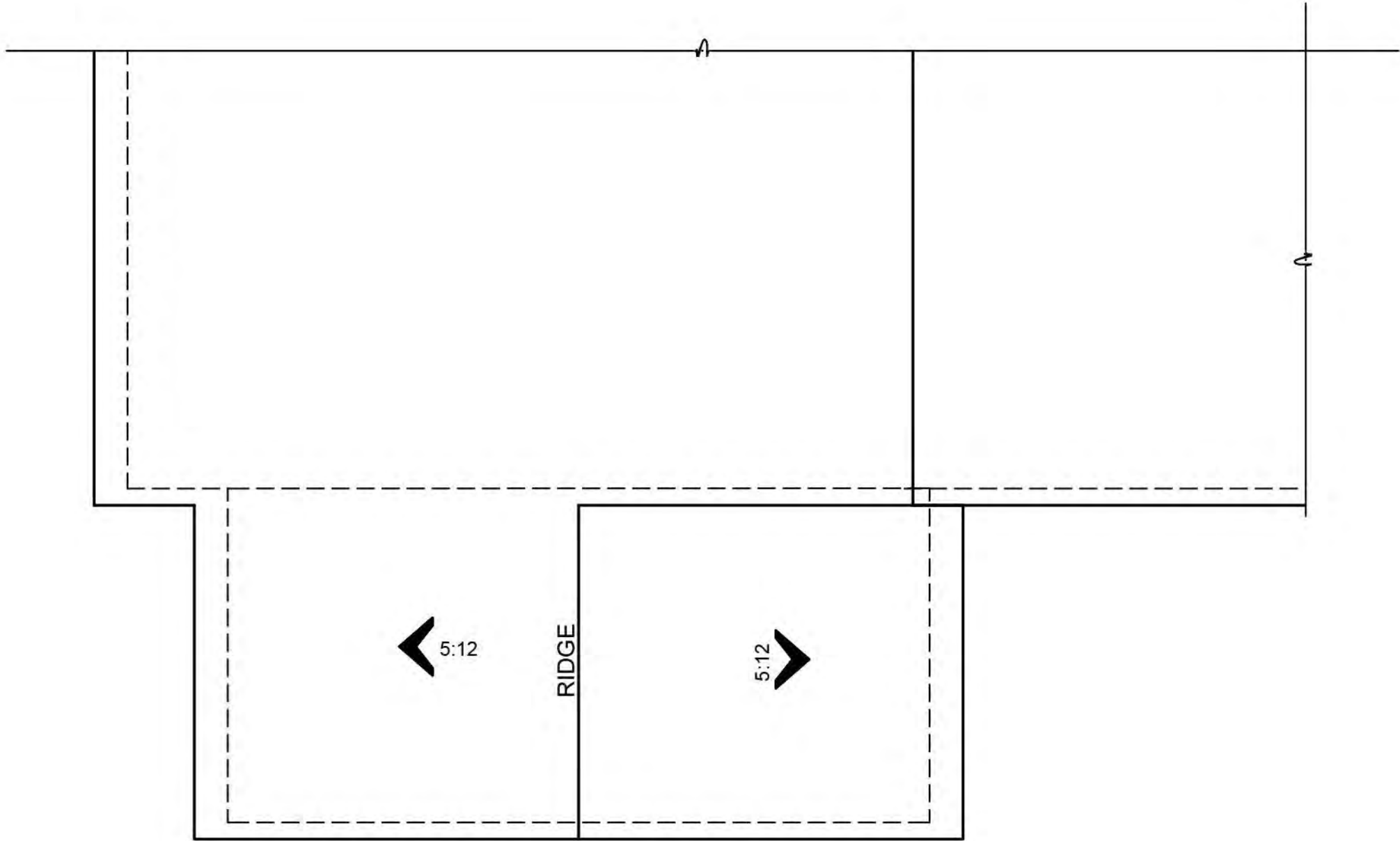
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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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



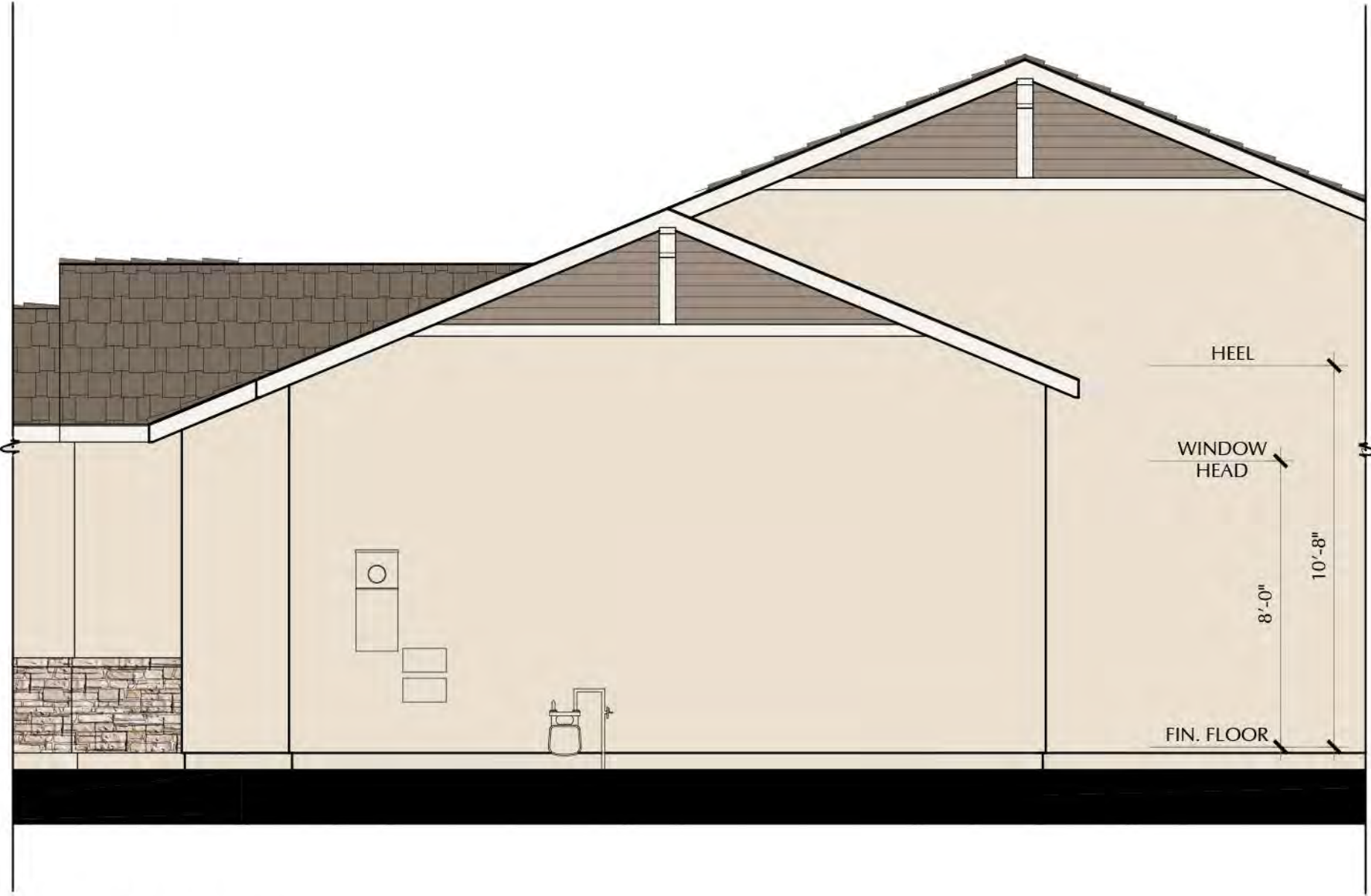
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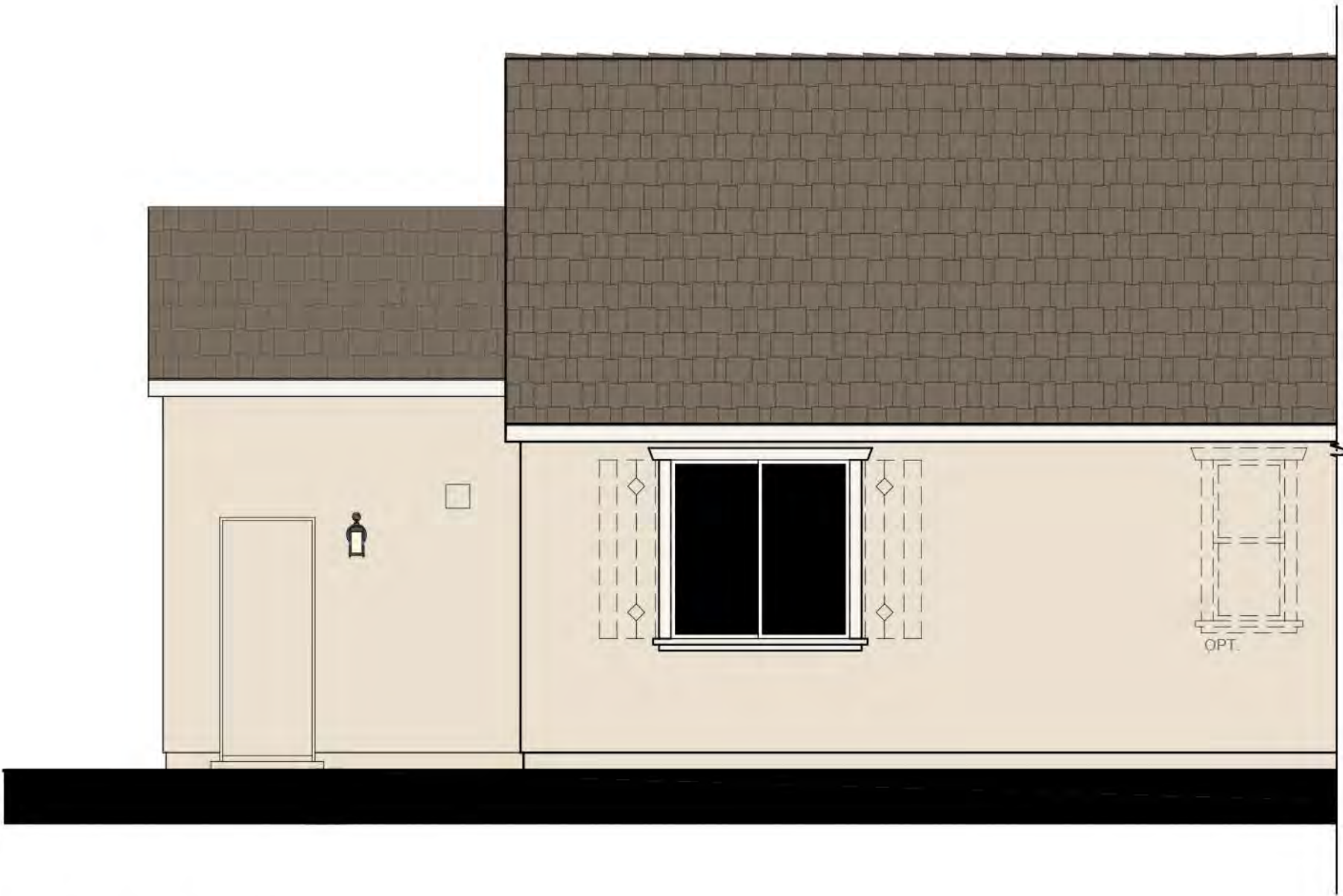
ROOF PLAN



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

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

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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

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



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FRONT ELEVATION - WINE COUNTRY



REAR ELEVATION - WINE COUNTRY

N901 - AMETHYST
FRONT & REAR ELEVATIONS C

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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

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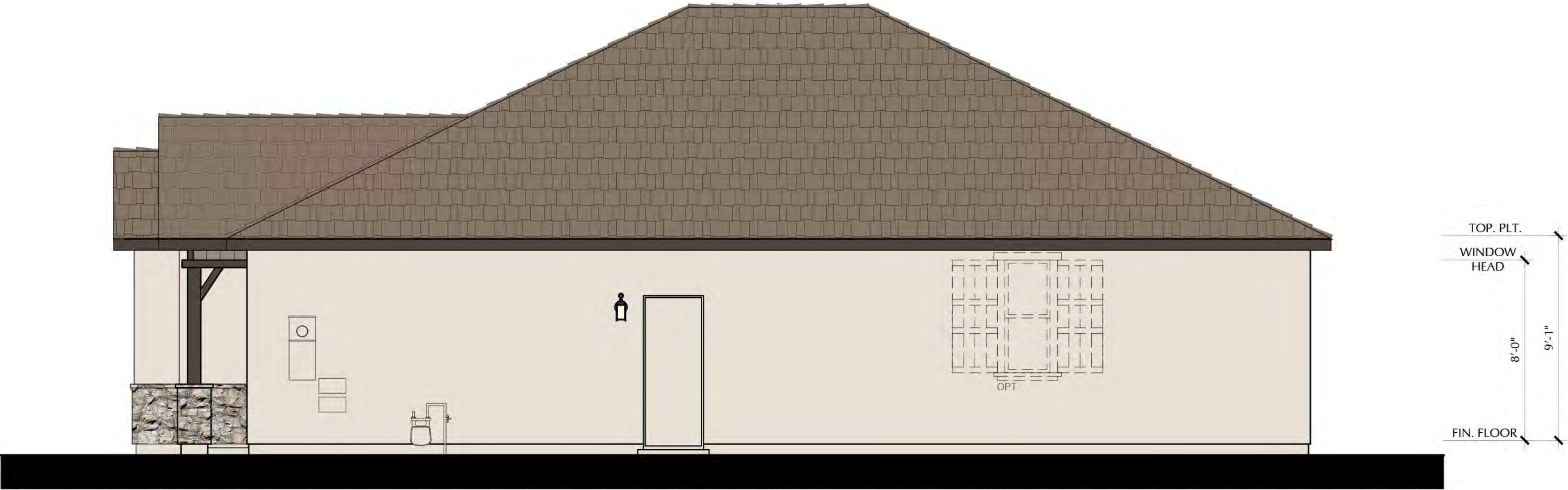
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LEFT ELEVATION - WINE COUNTRY



RIGHT ELEVATION - WINE COUNTRY

N901 - AMETHYST
SIDE ELEVATIONS C

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



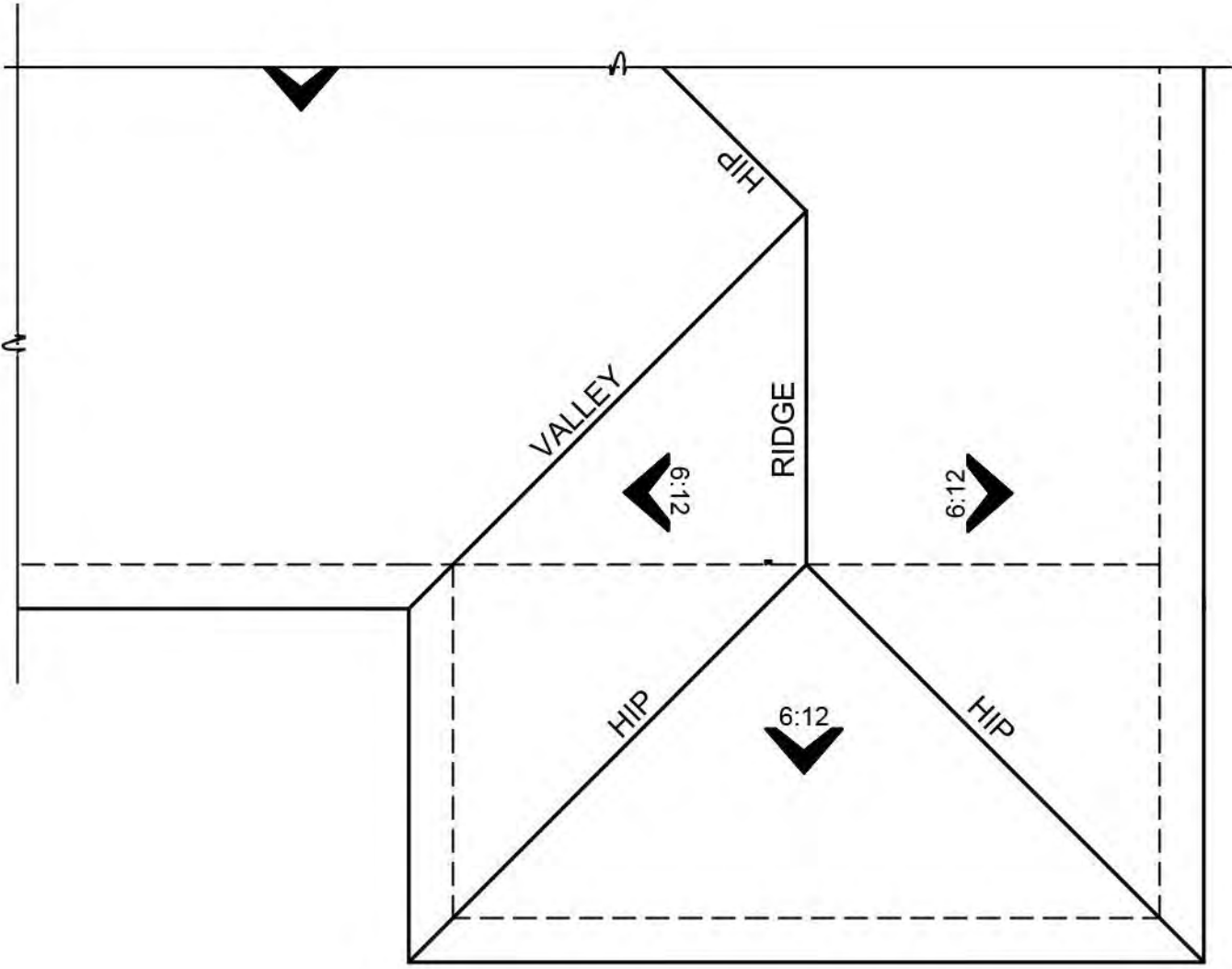
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RANCHO CORDOVA, CALIFORNIA

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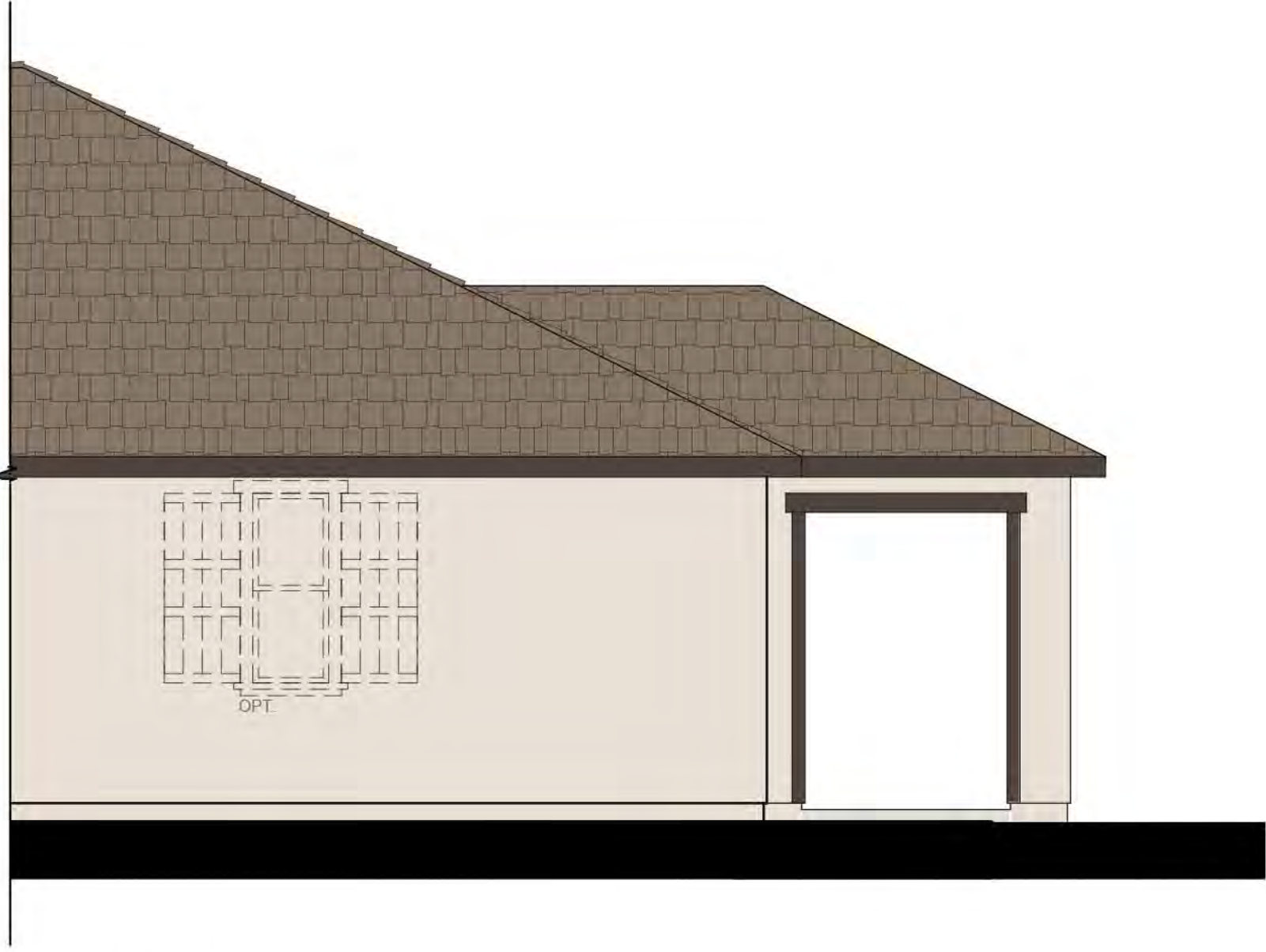
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

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



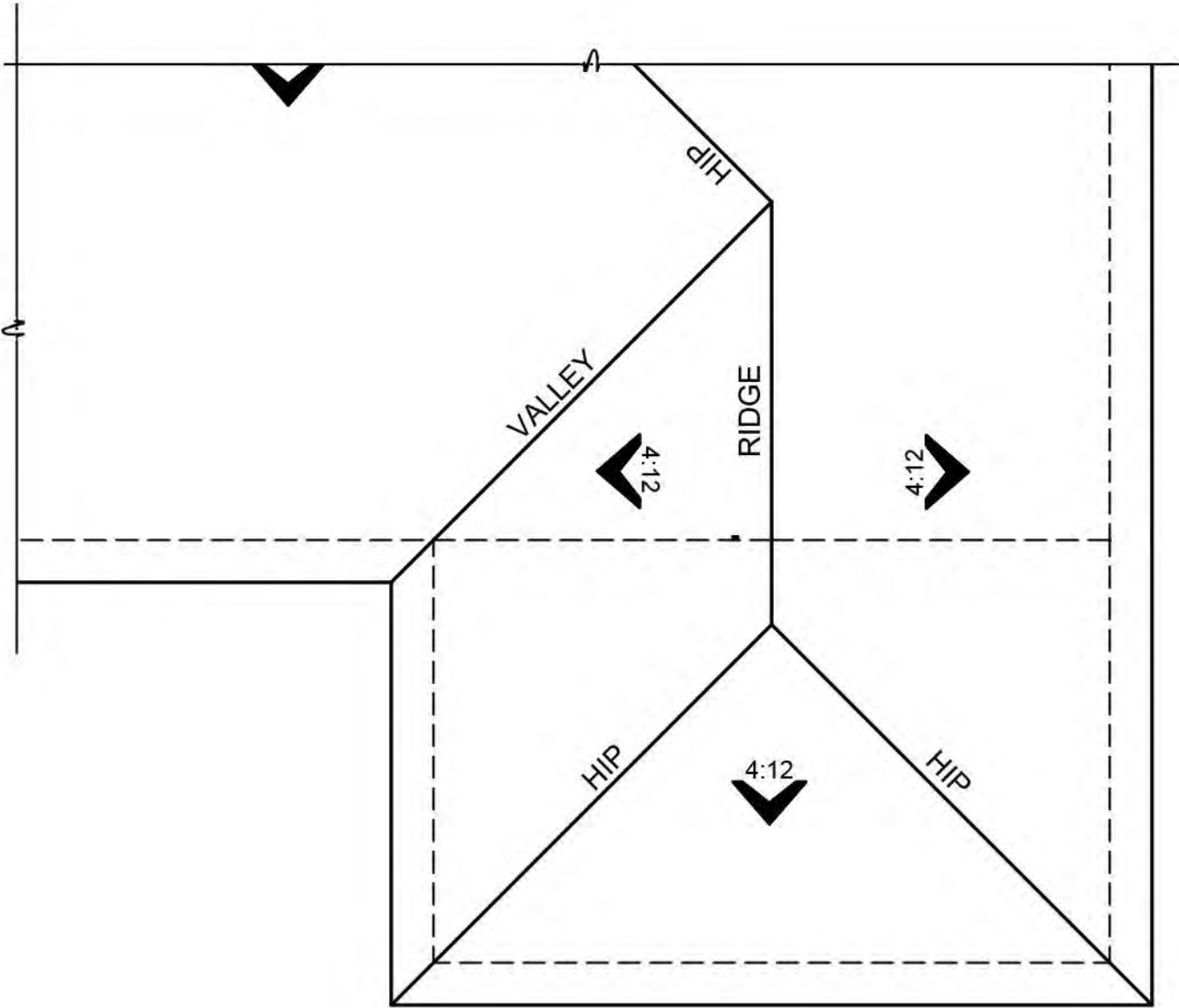
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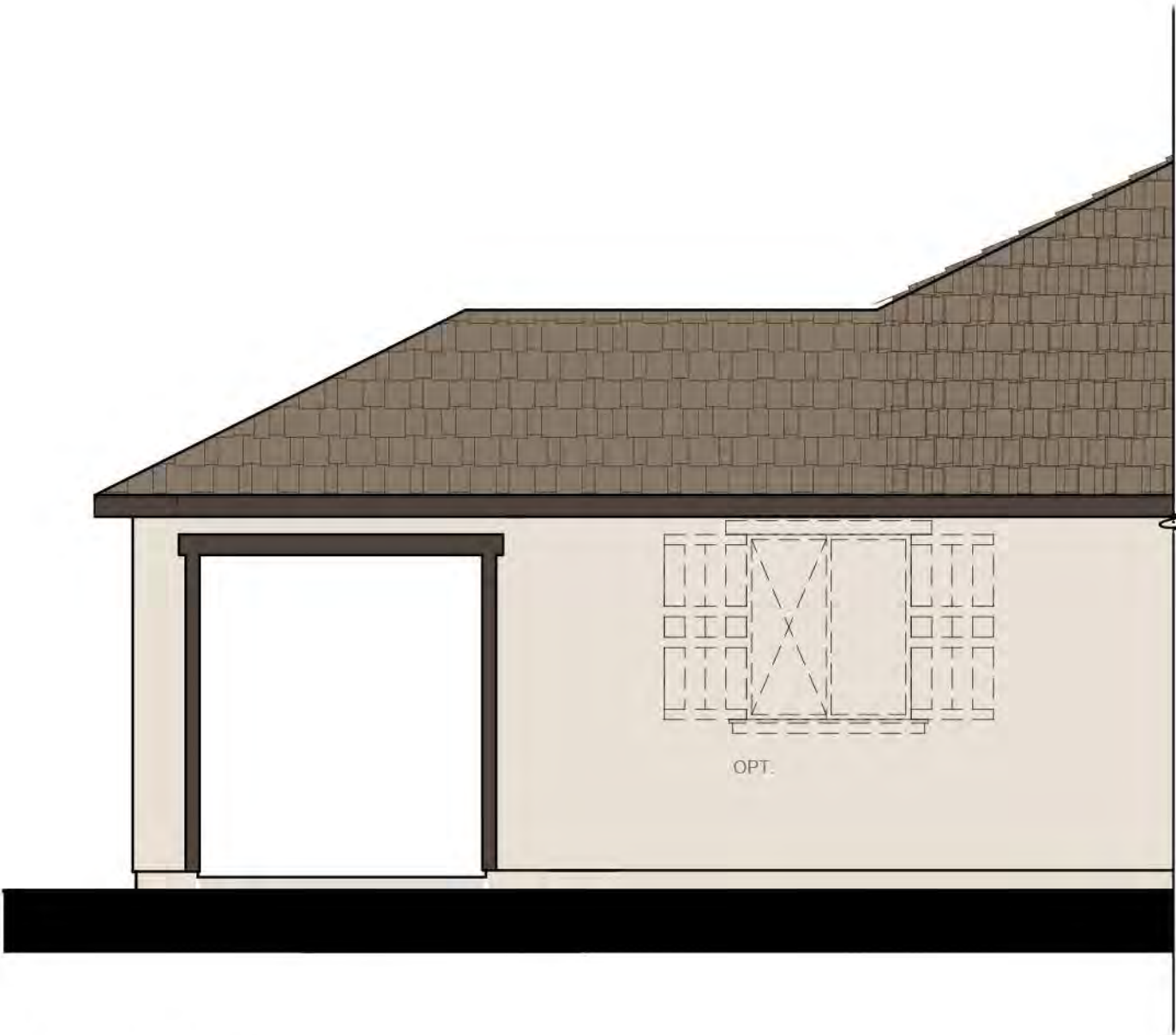
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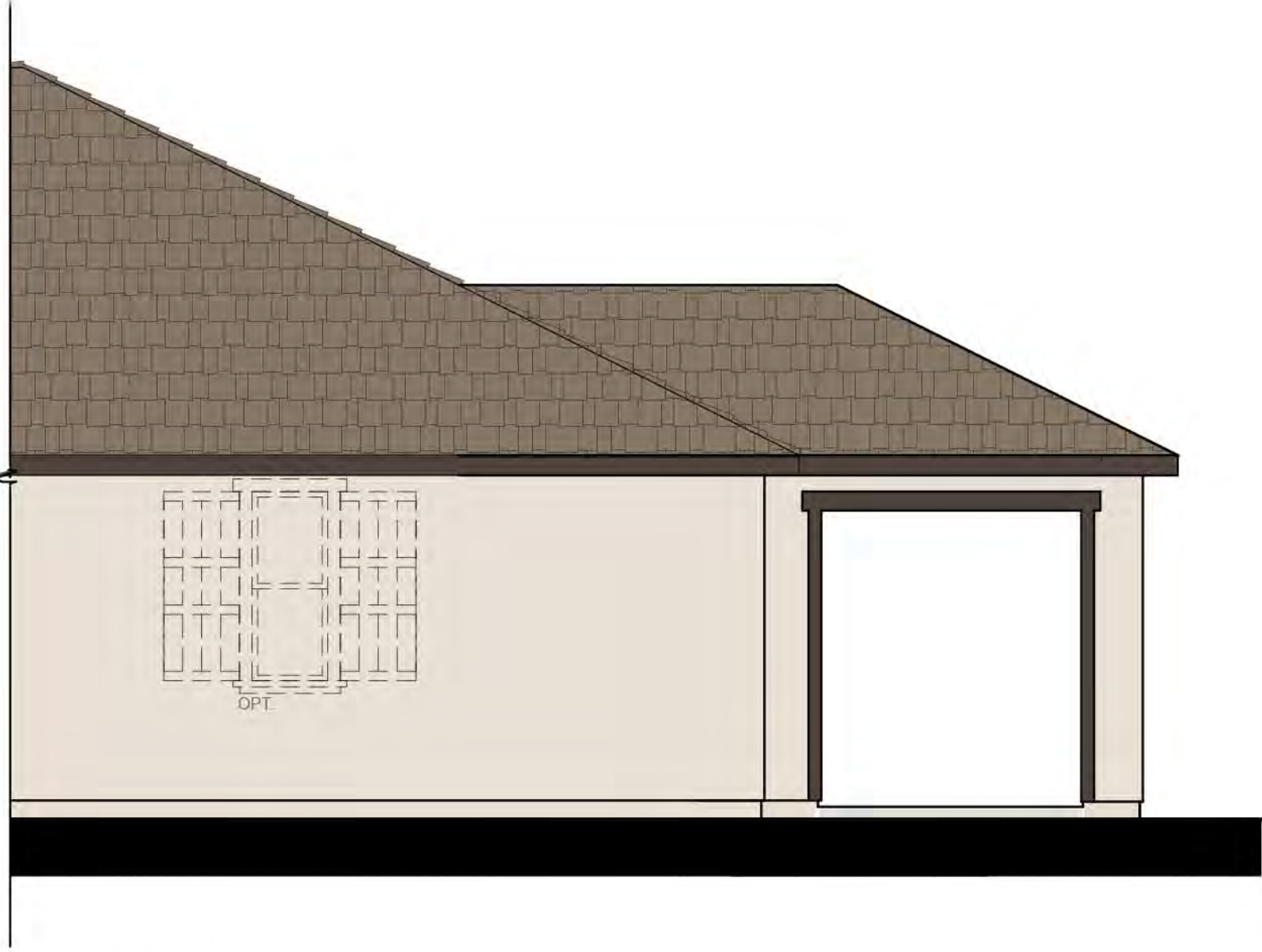
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

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



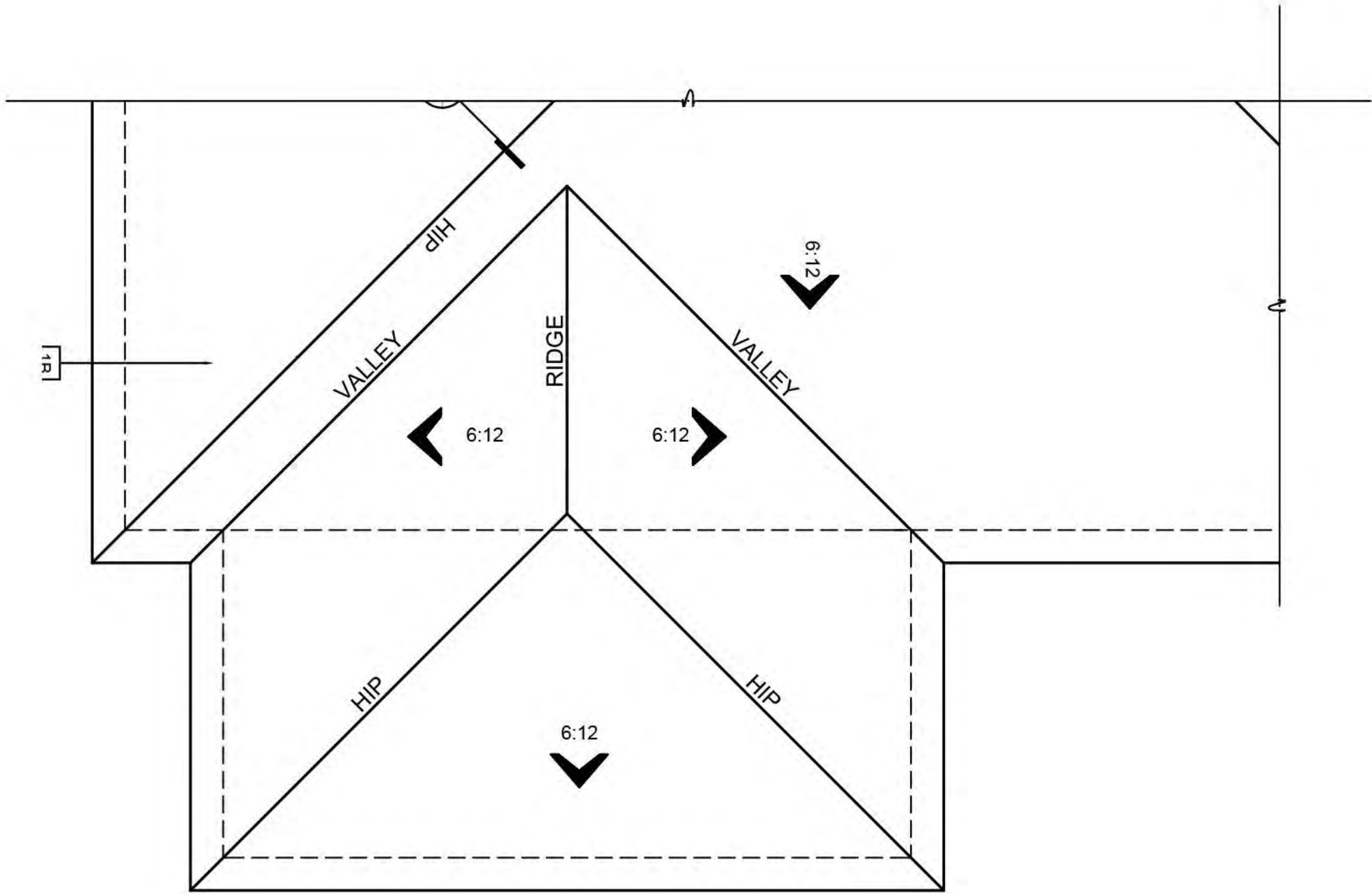
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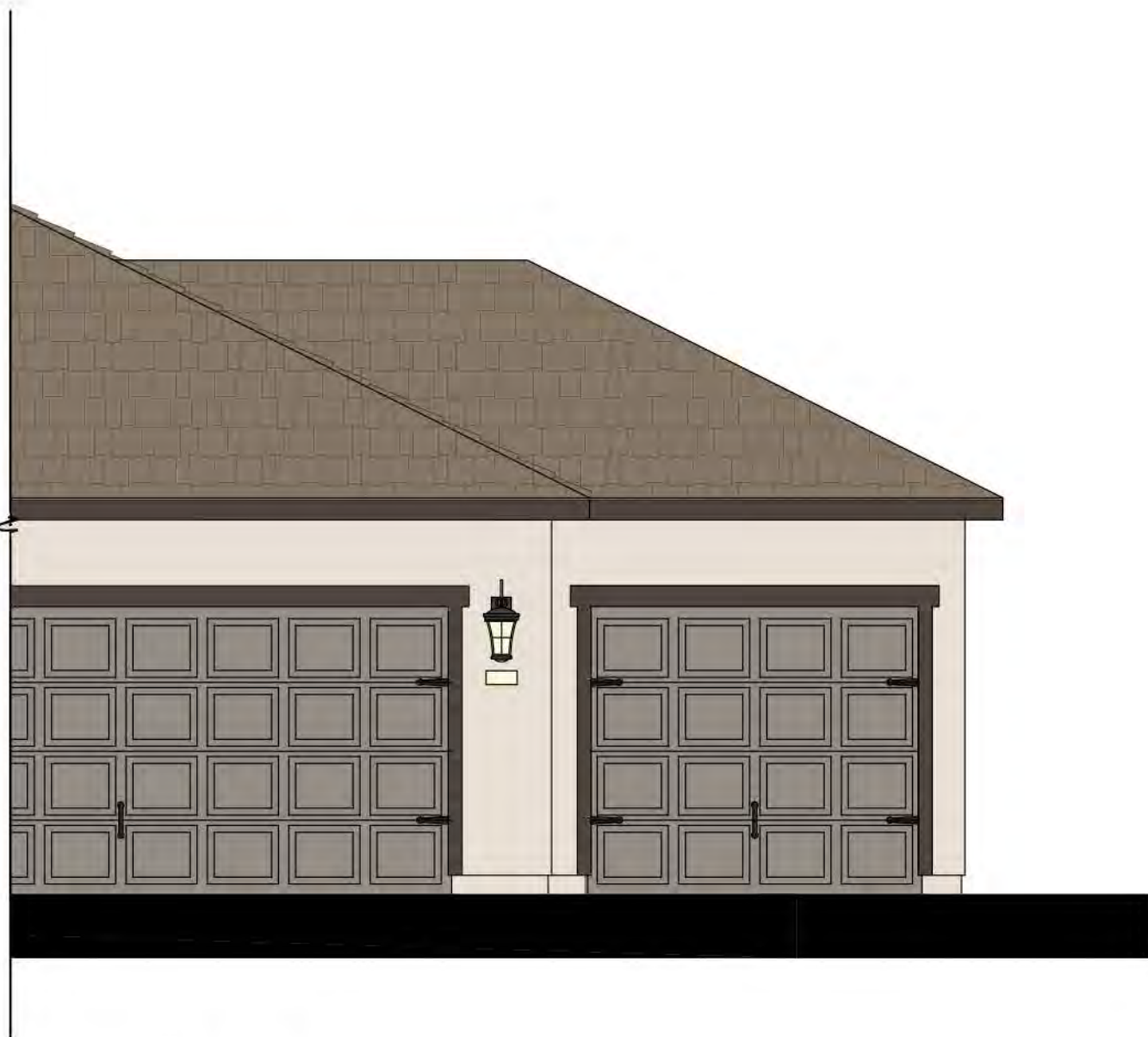
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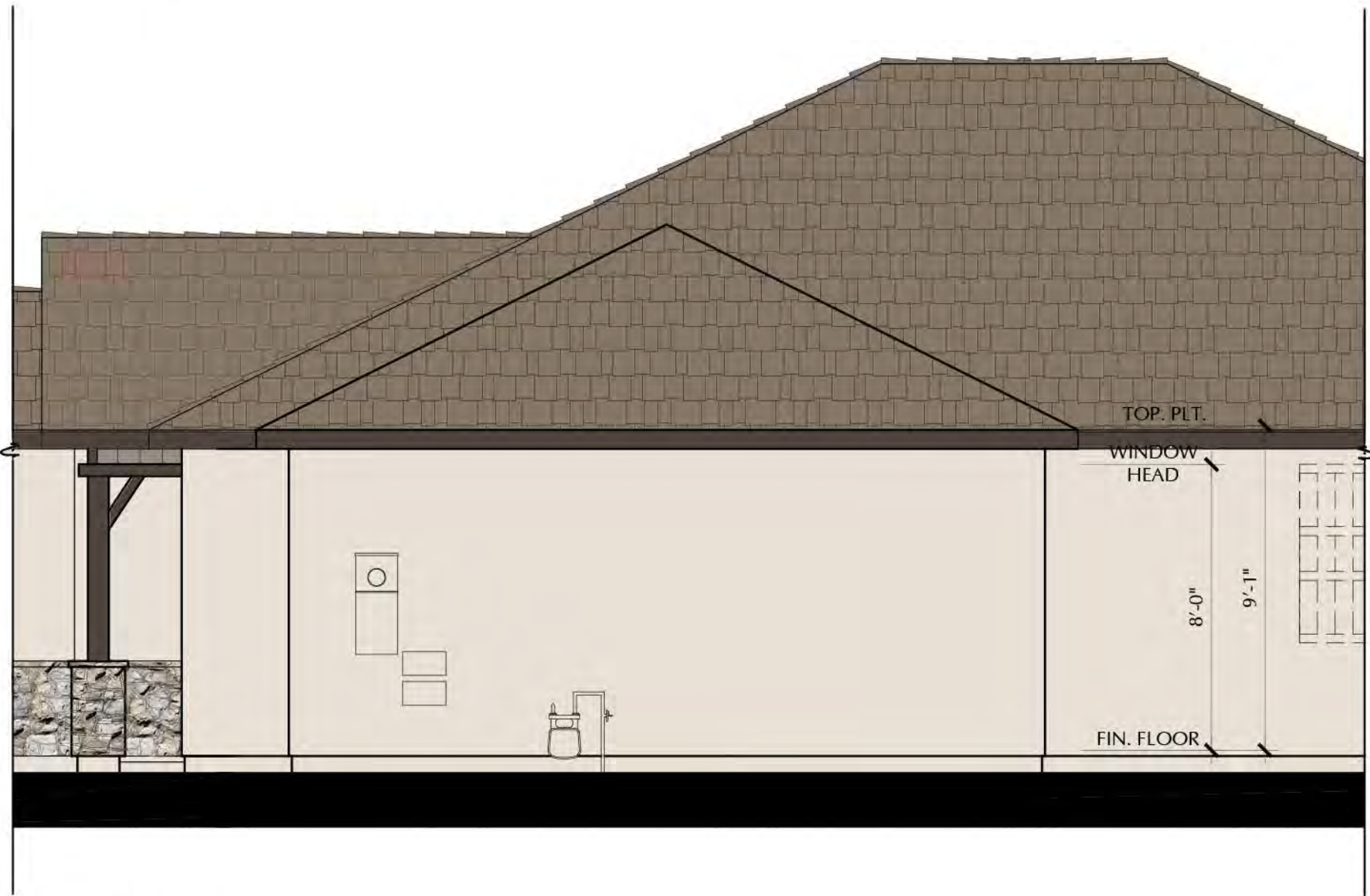
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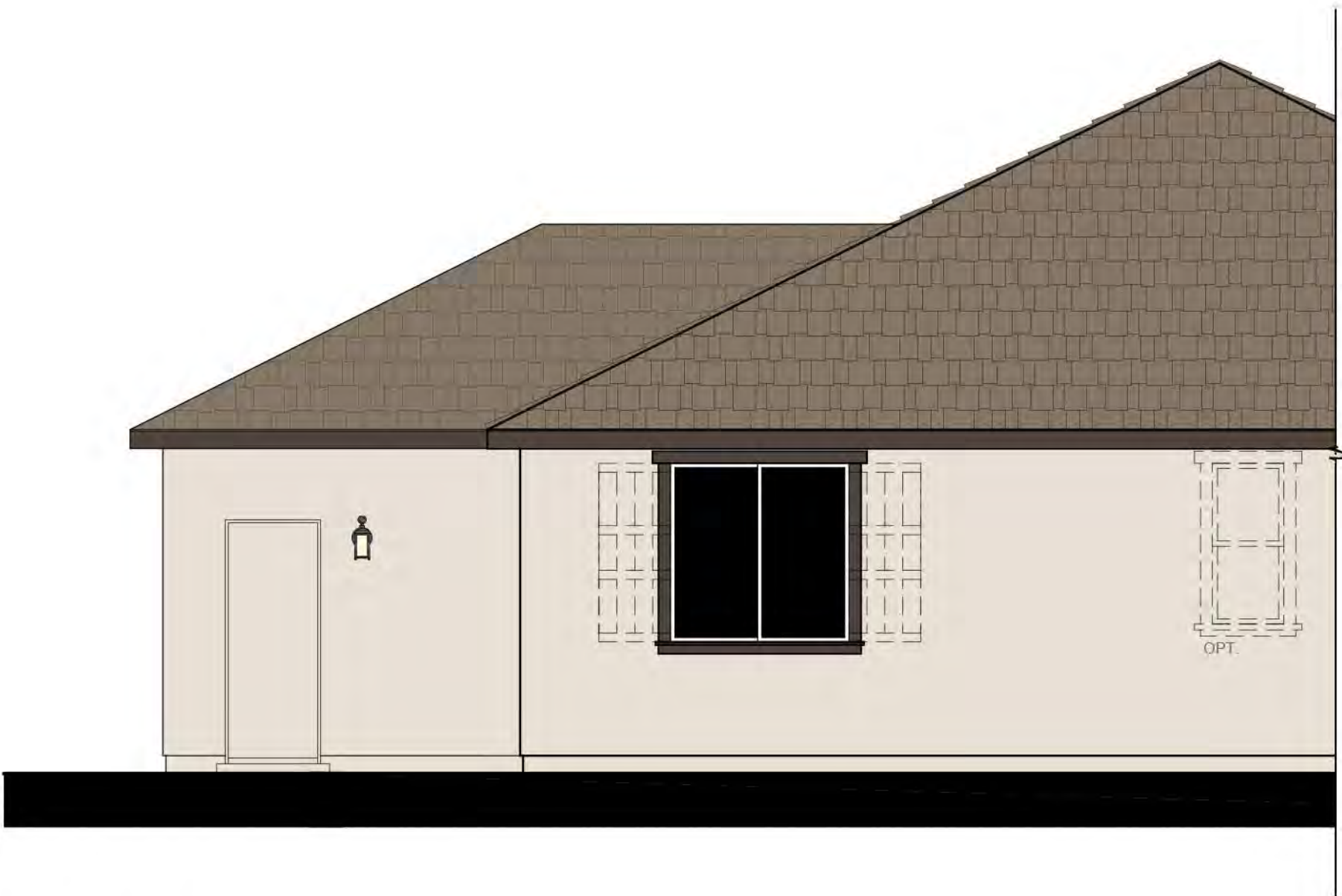
ROOF PLAN



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

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

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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FRONT ELEVATION - PRAIRIE

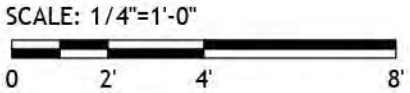


REAR ELEVATION - PRAIRIE

N901 - AMETHYST
FRONT & REAR ELEVATIONS D

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

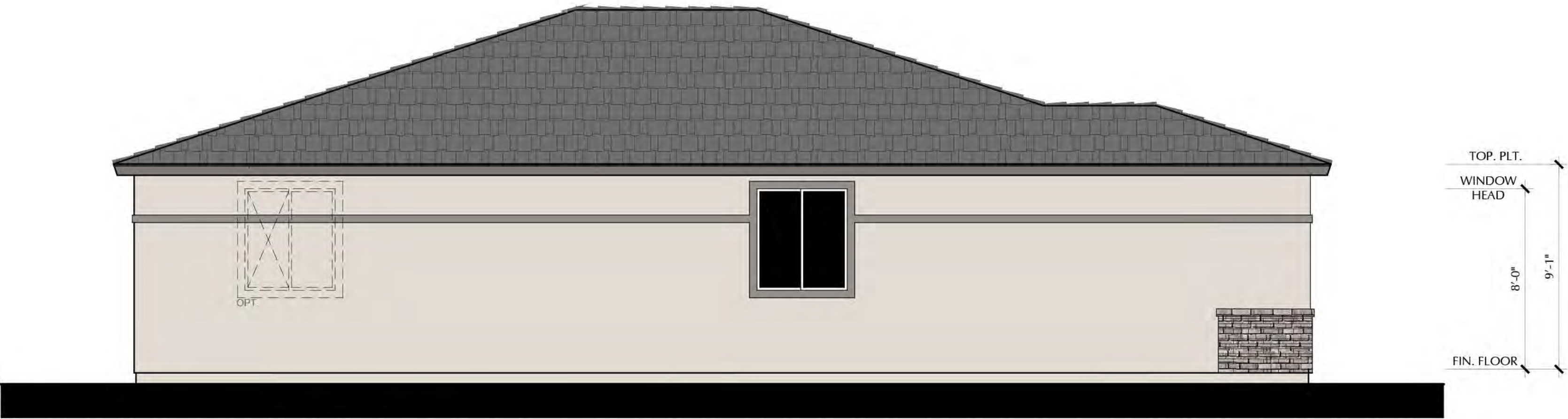
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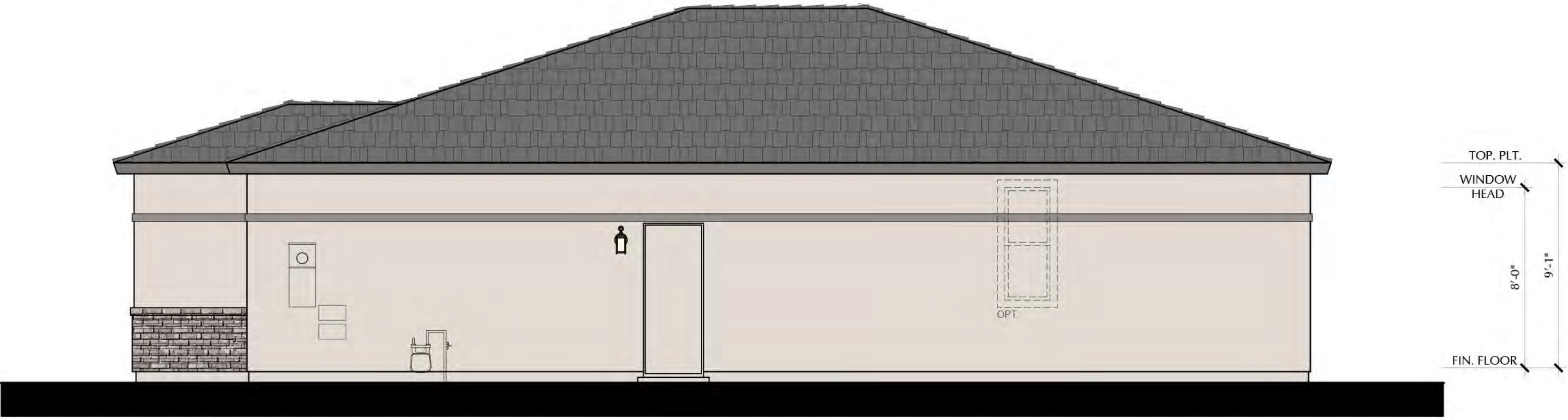
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LEFT ELEVATION - PRAIRIE



RIGHT ELEVATION - PRAIRIE

N901 - AMETHYST
SIDE ELEVATIONS D

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



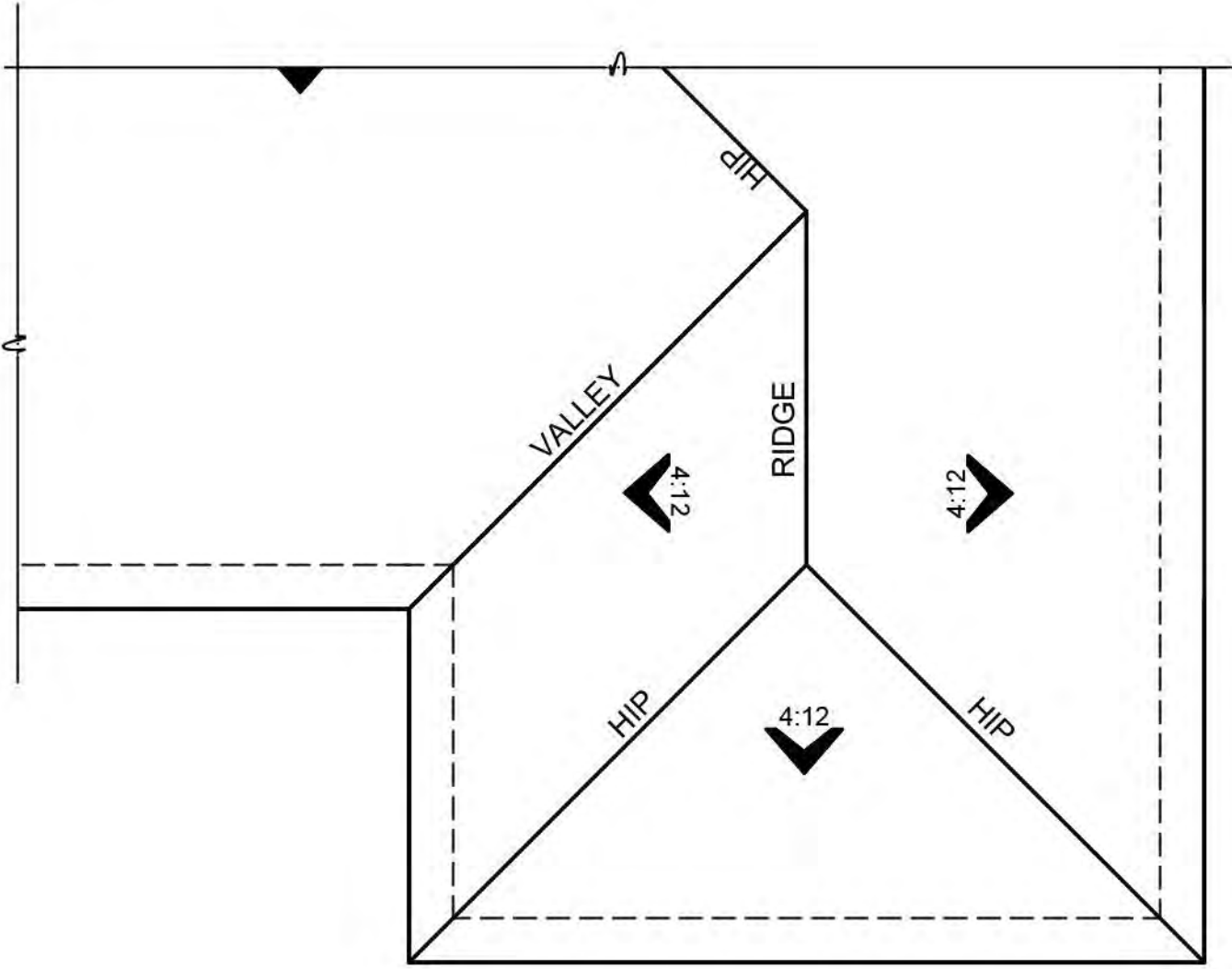
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SEASONS AT MONTELENA
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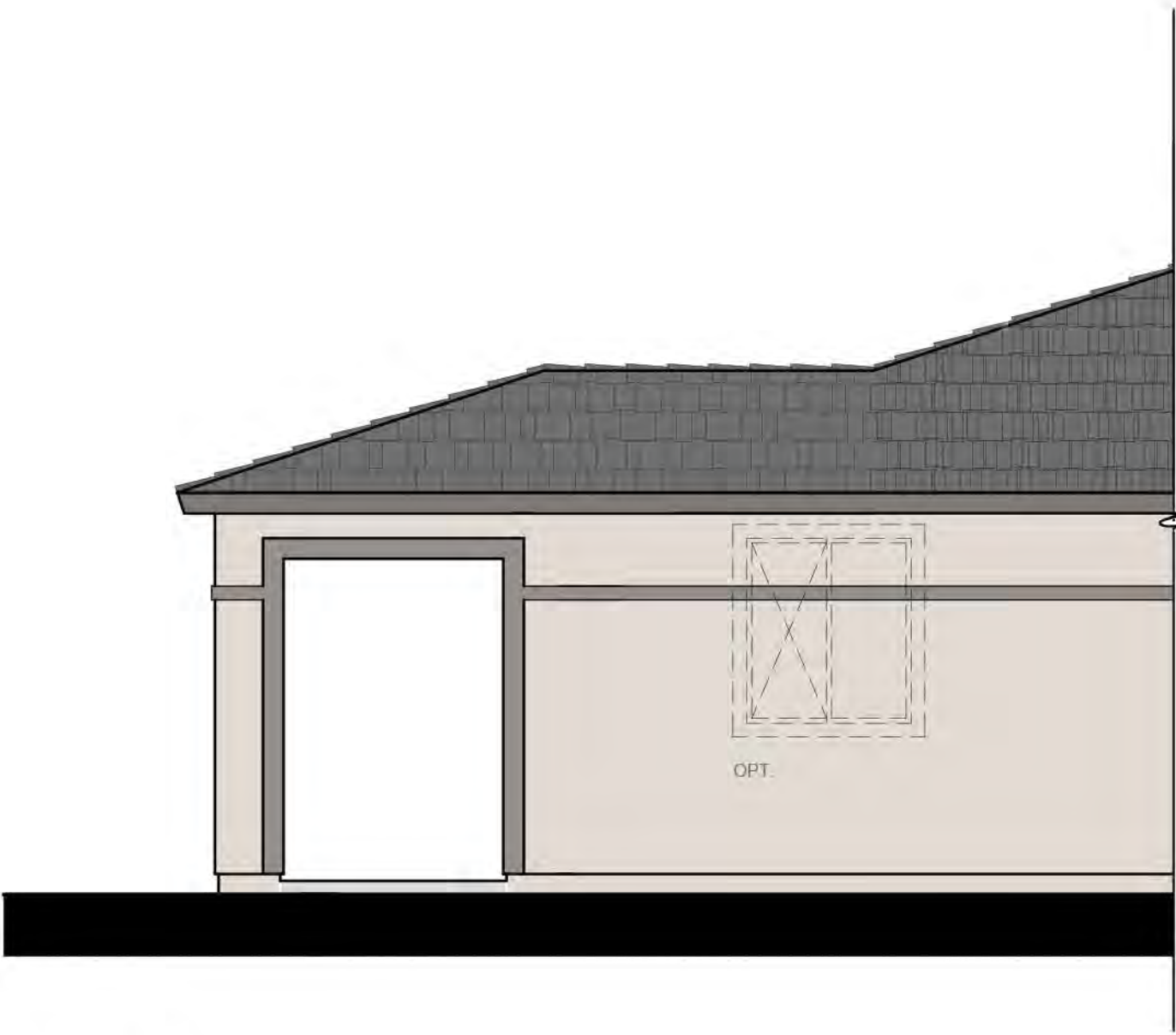
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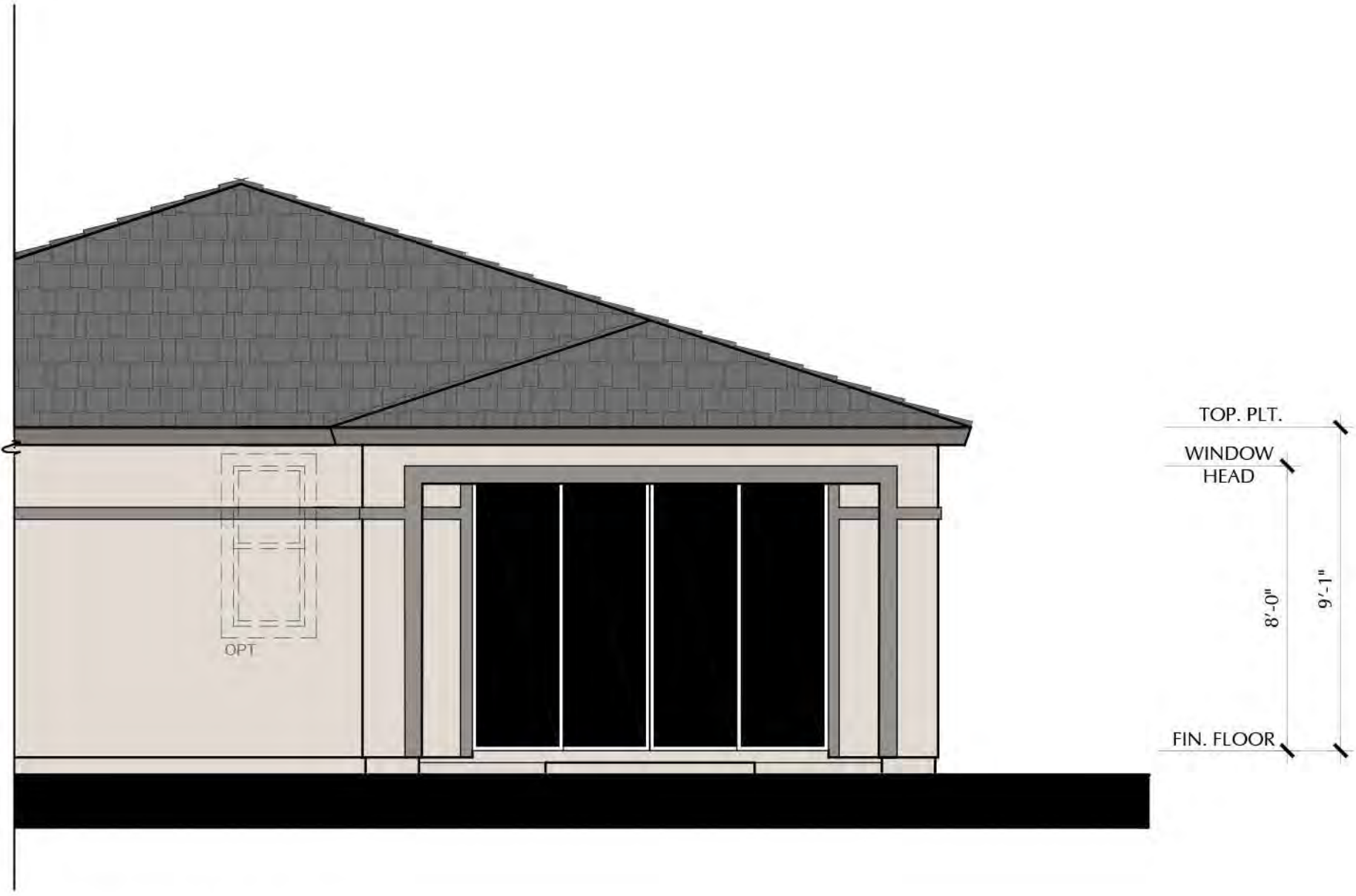
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ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



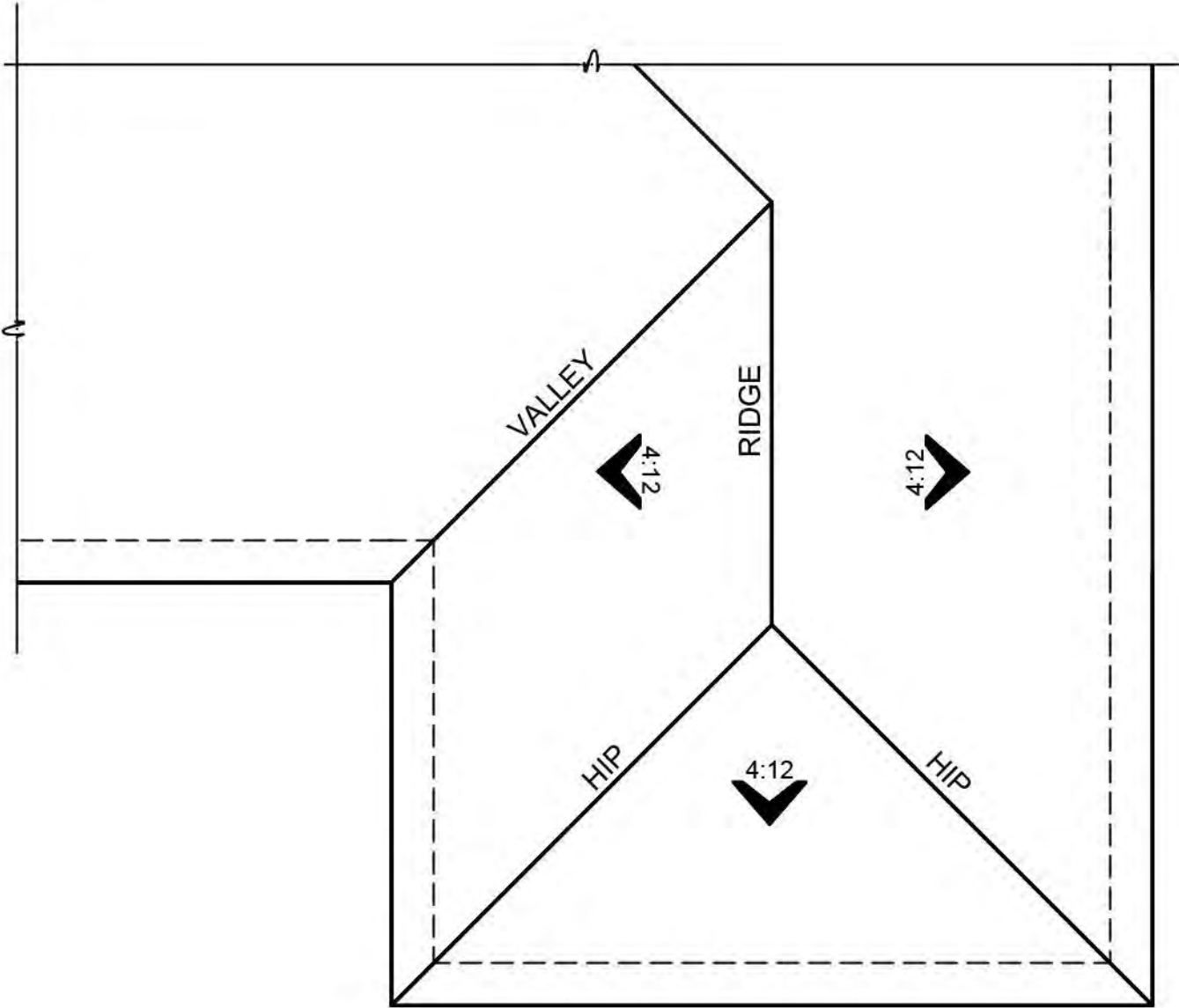
RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS D - PRAIRIE -

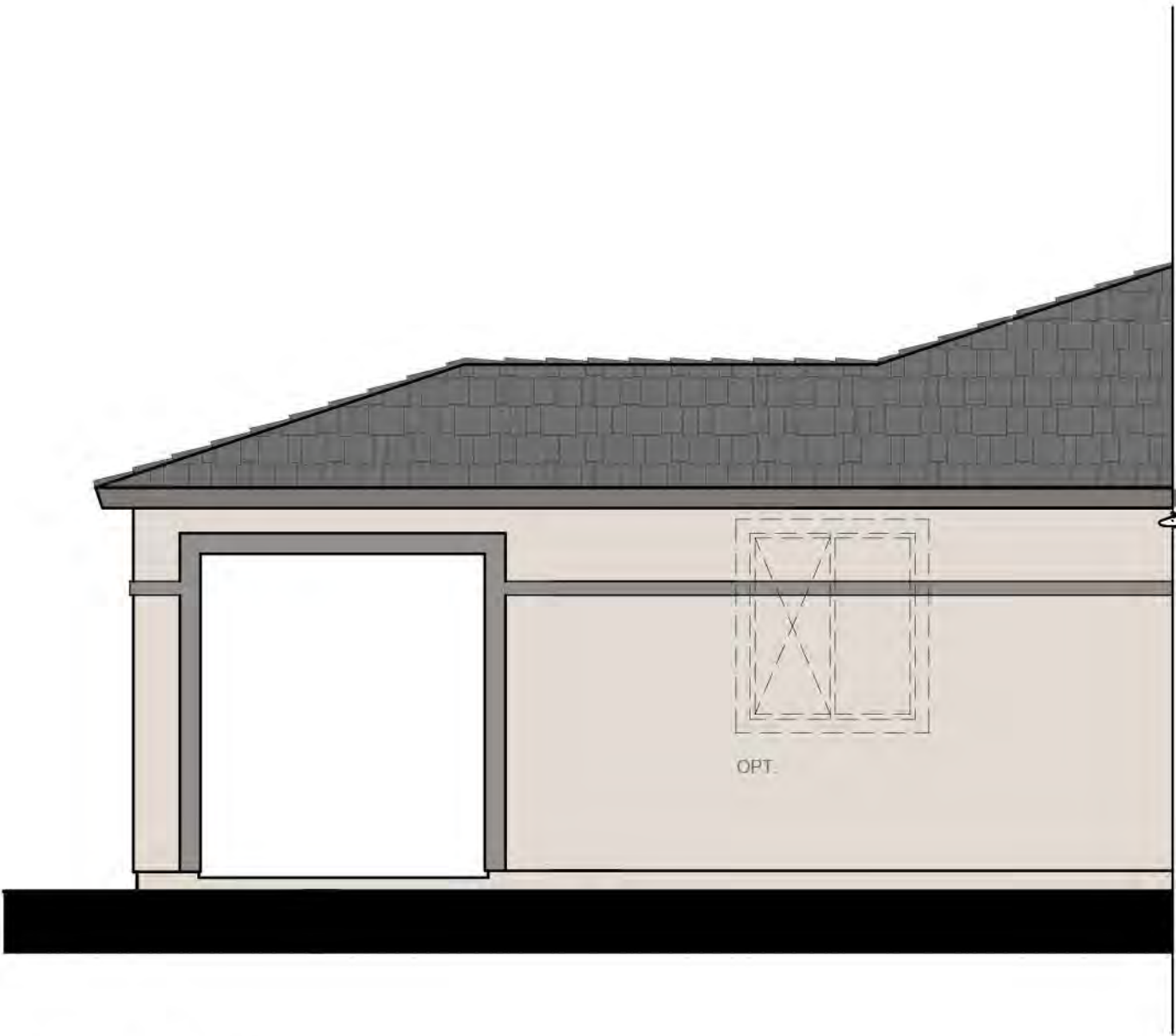
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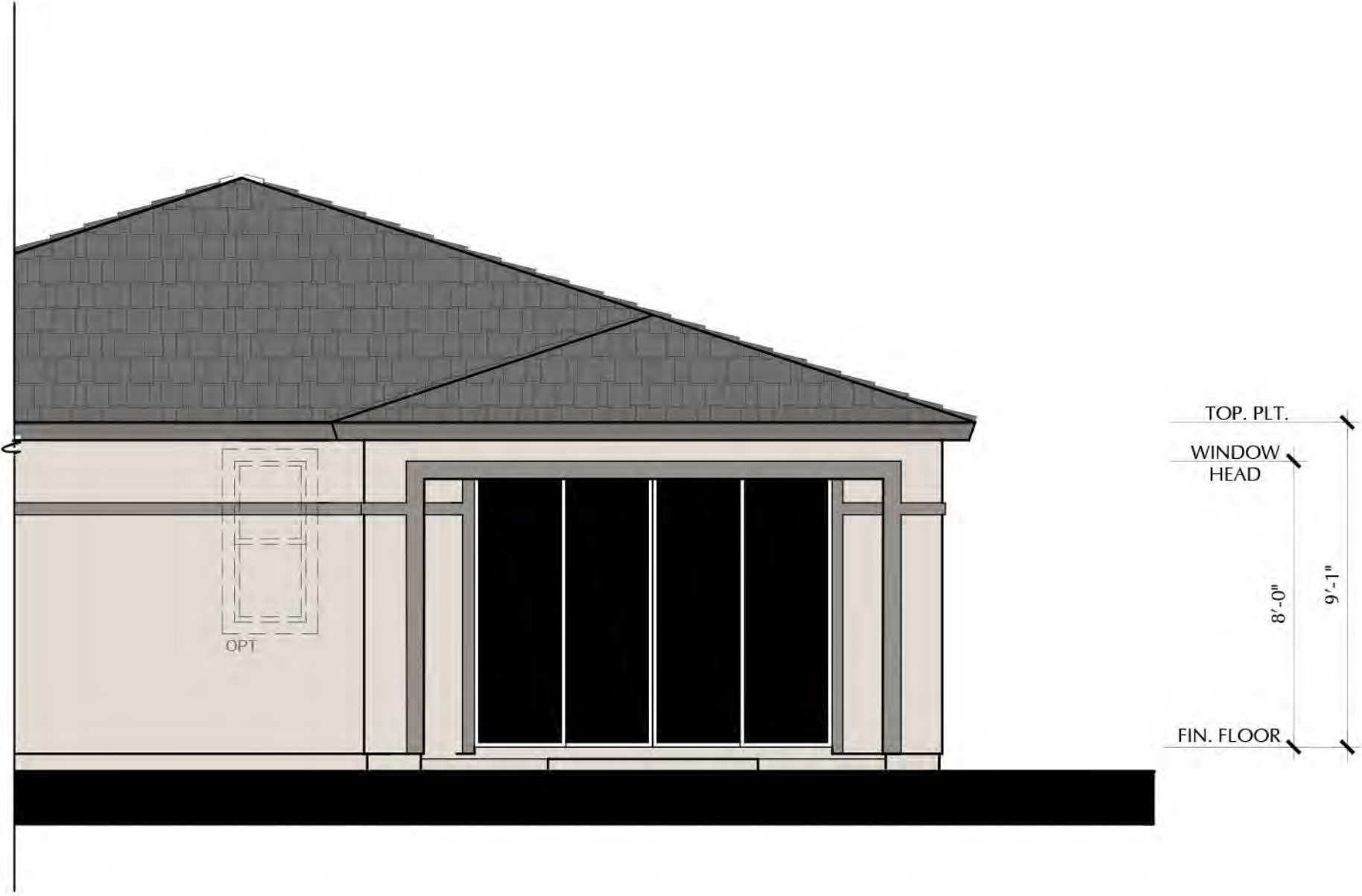
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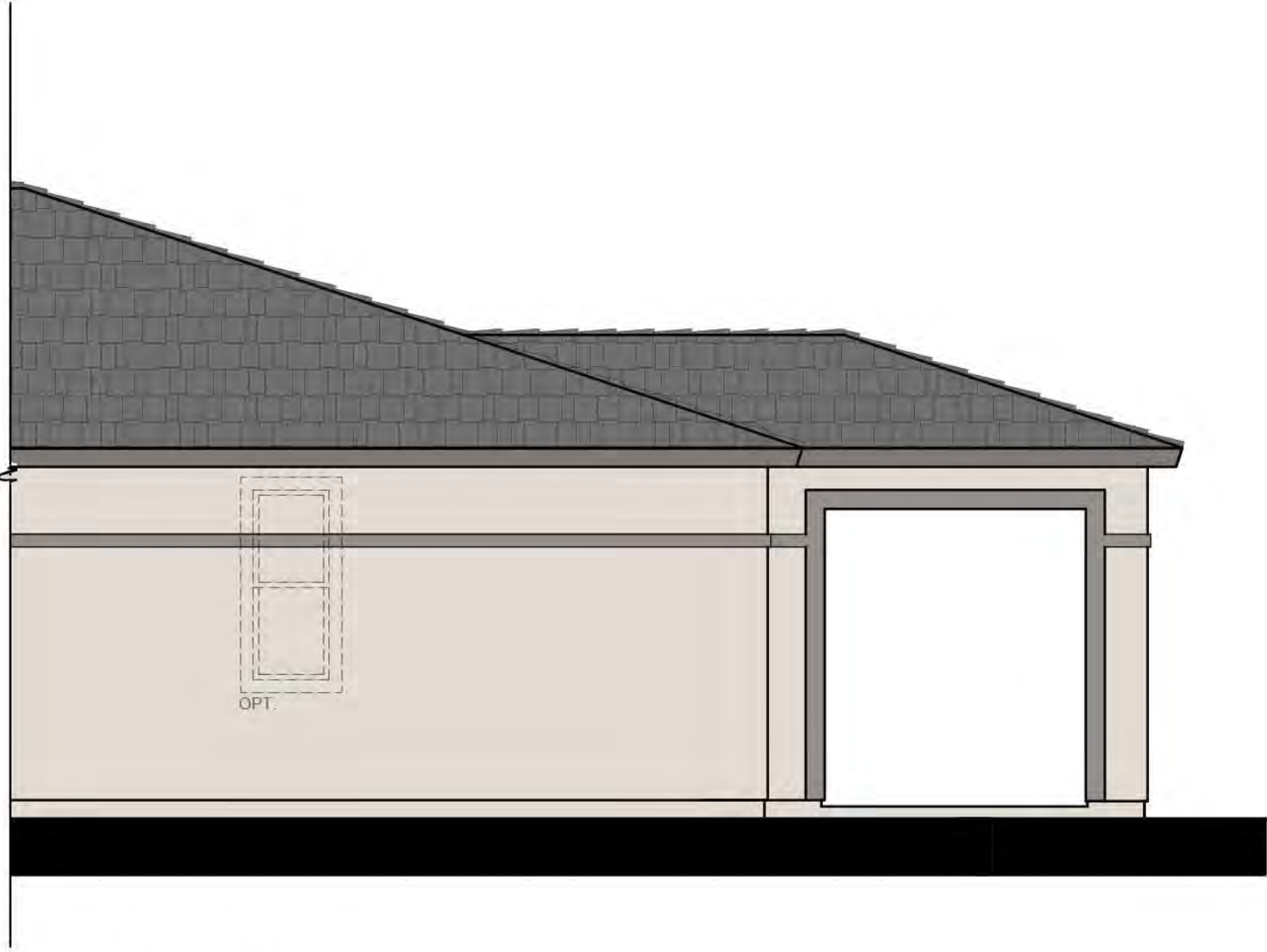
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N901 - AMETHYST
COVERED PATIO ELEVATIONS D - PRAIRIE -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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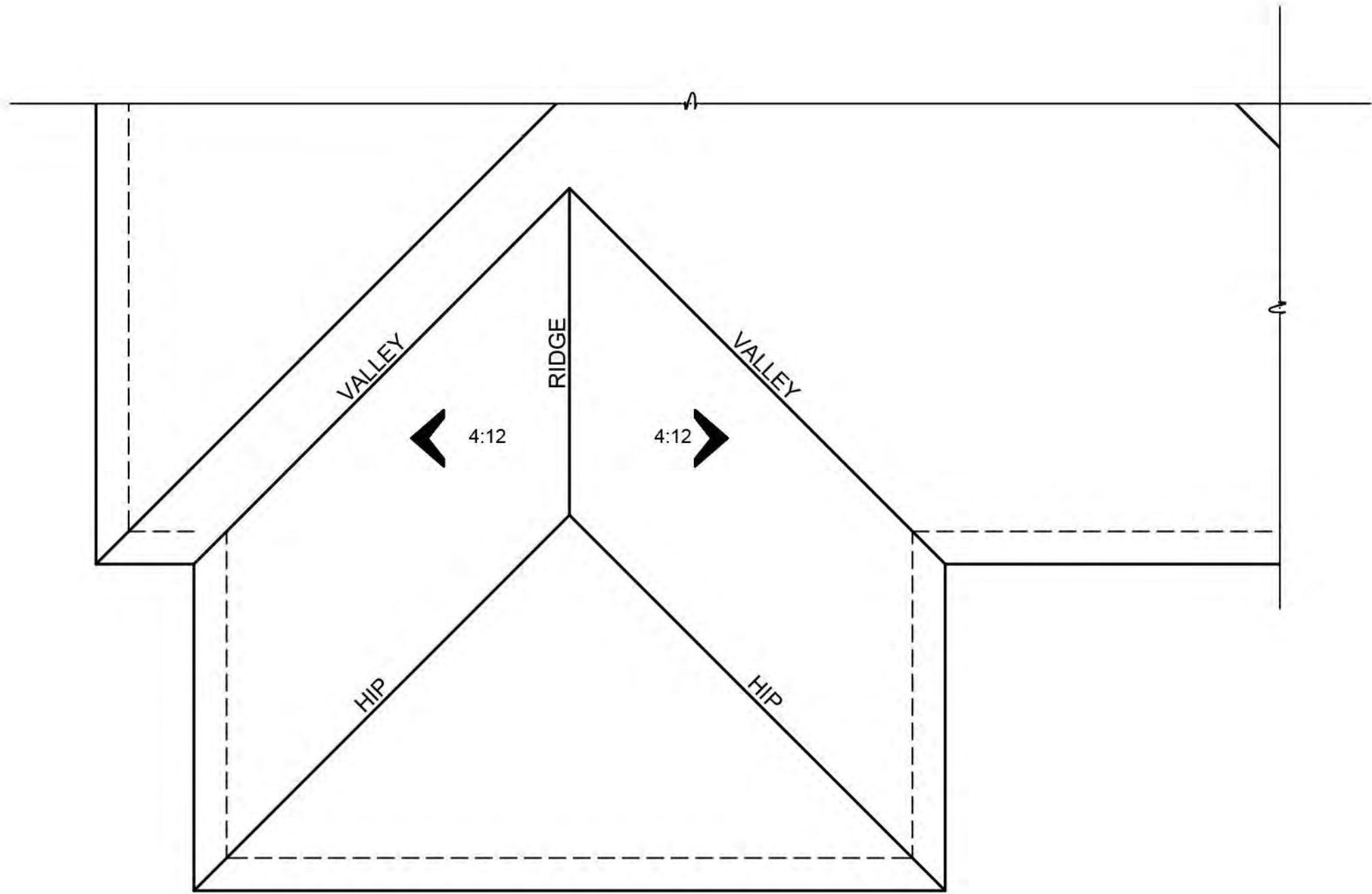


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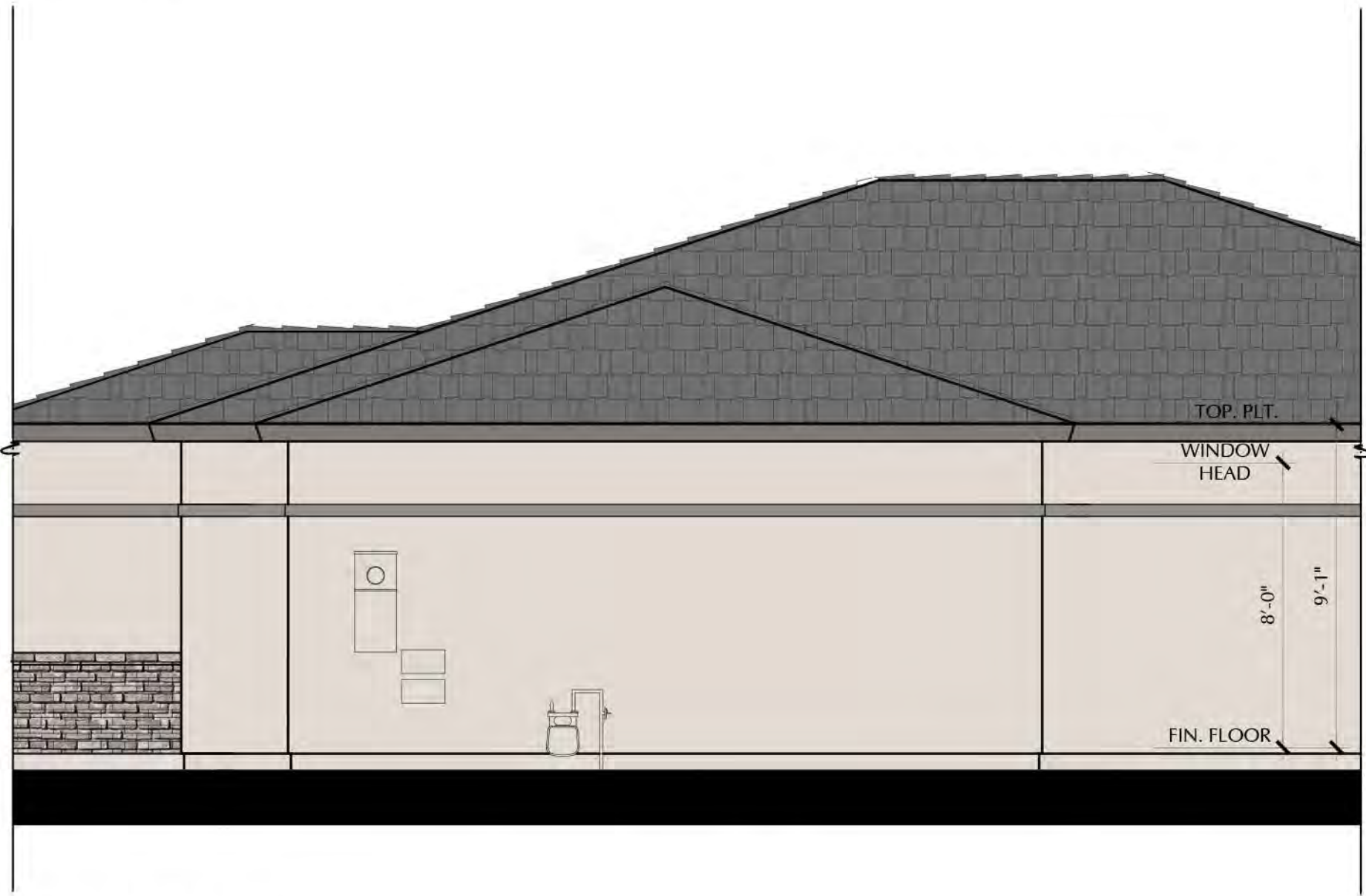
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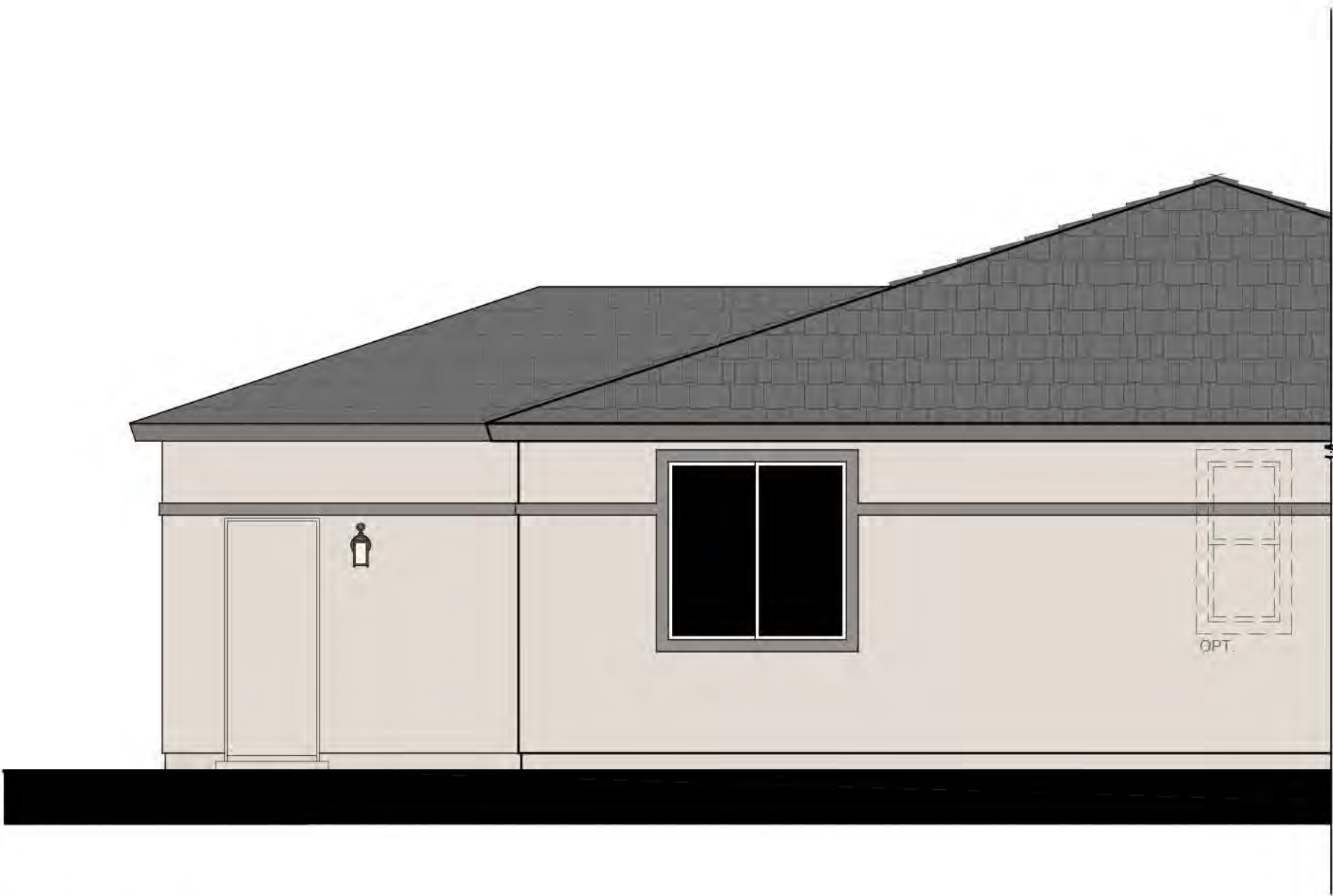
ROOF PLAN



FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION

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

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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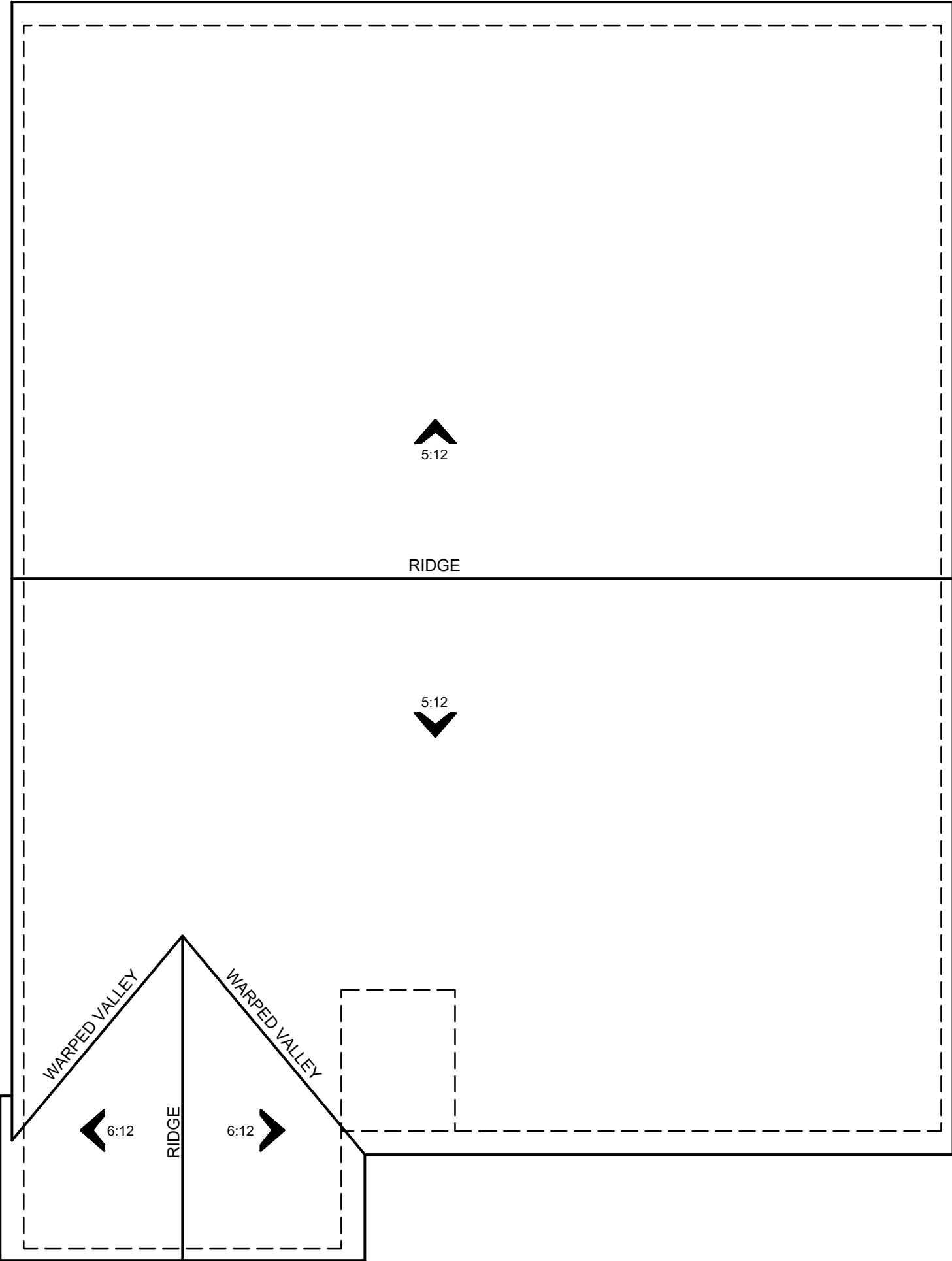
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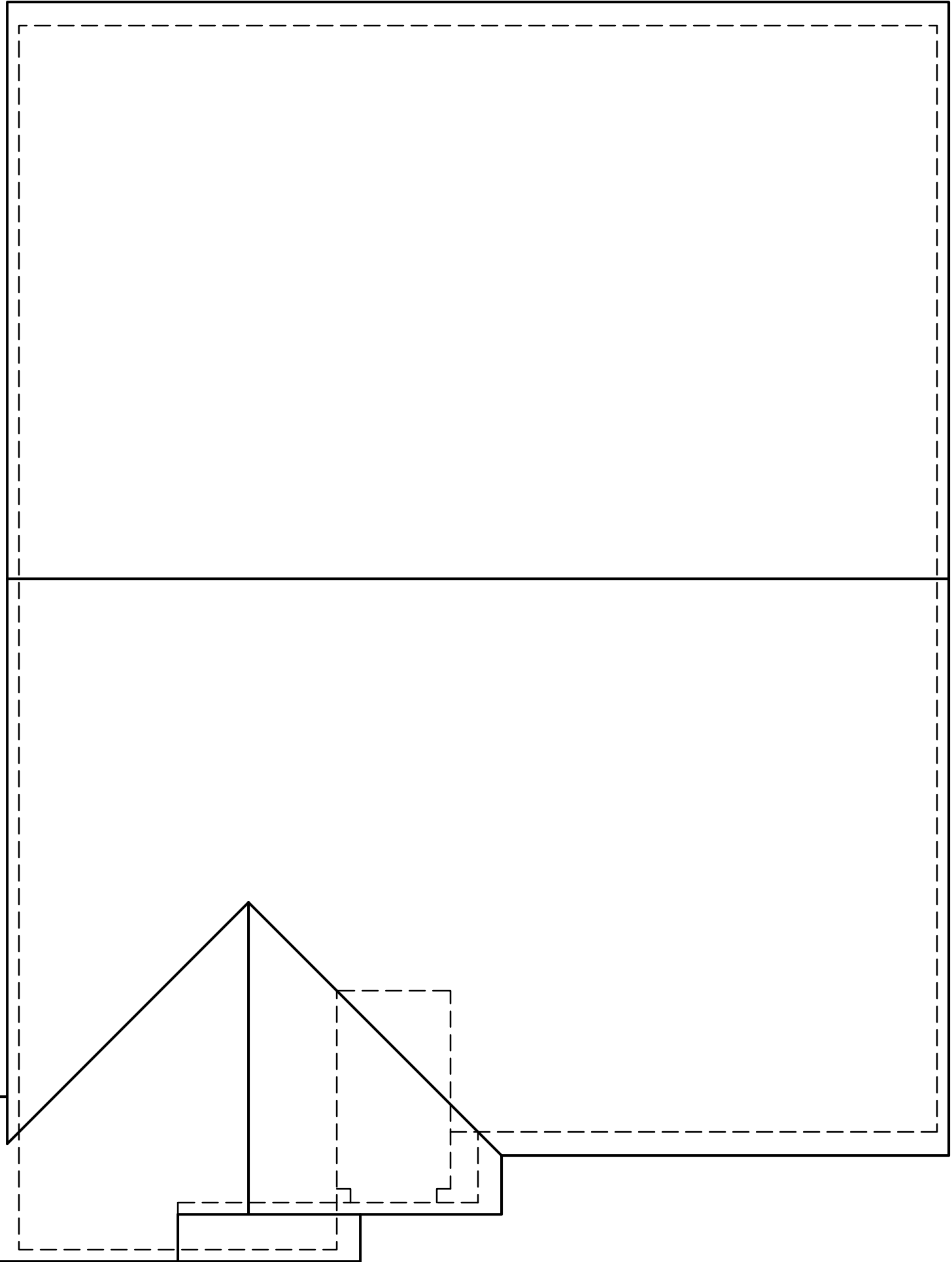
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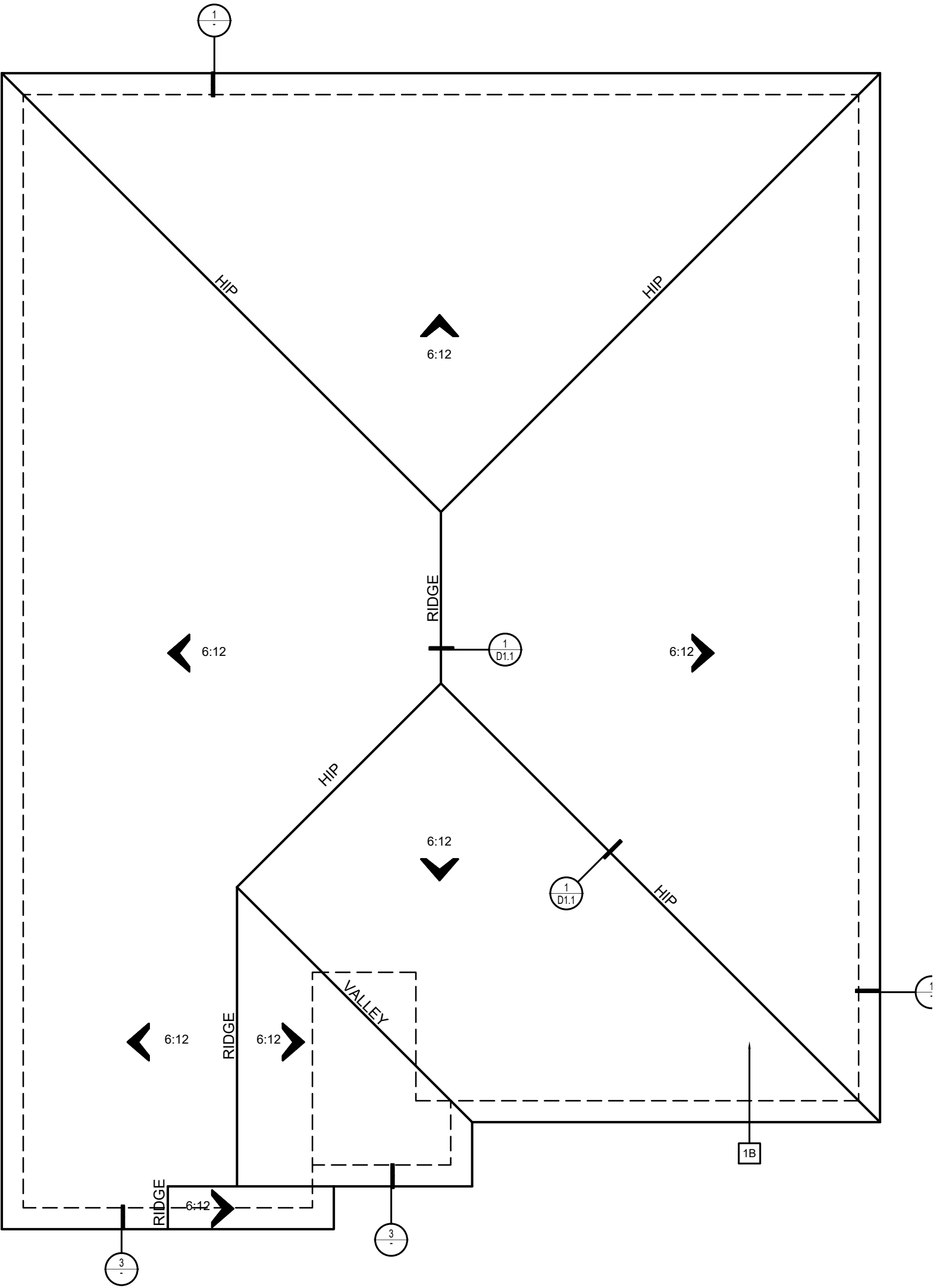
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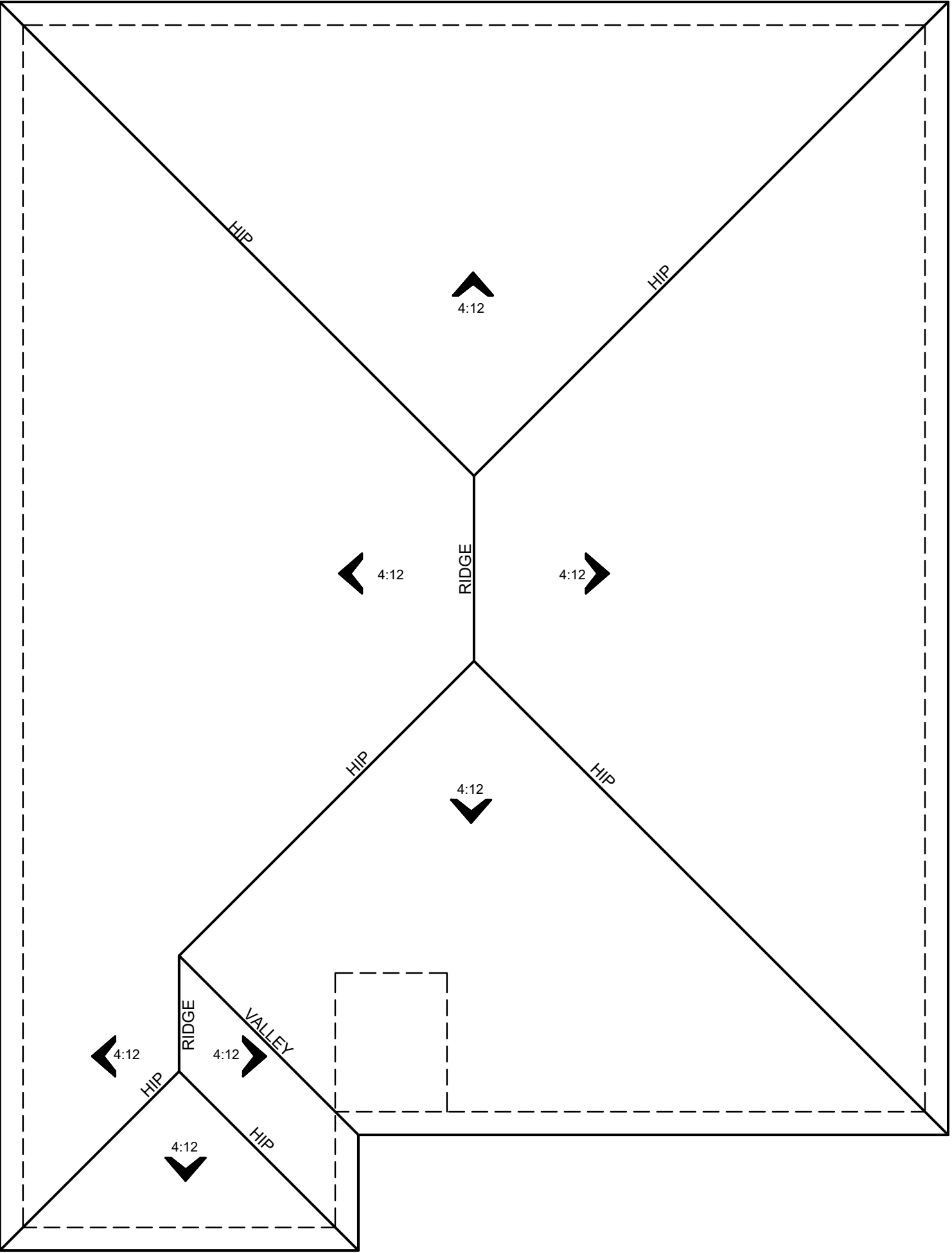
FARMHOUSE-A



CRAFTSMAN - B

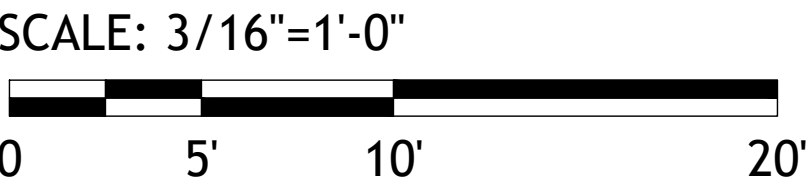


WINE COUNTRY - C



PRAIRIE- D

N901 - AMETHYST
ROOF PLANS



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FLOOR PLAN REFLECTS 'A' ELEVATION

N915 - LAPIS FLOOR PLAN

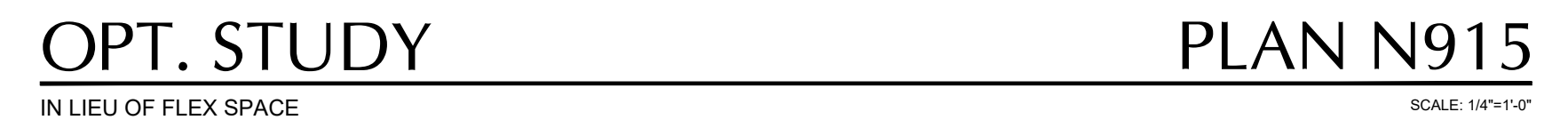
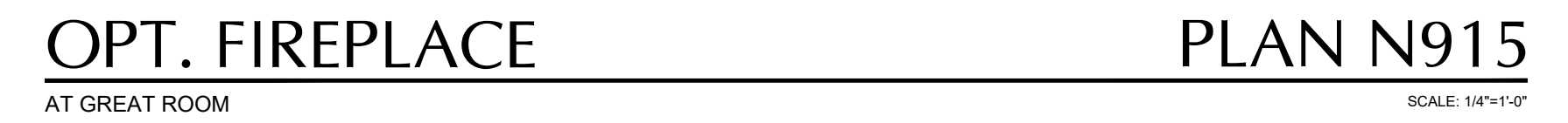
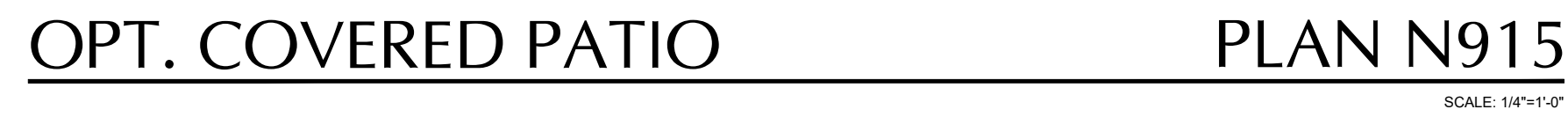
SEASONS AT MONTELENA

RANCHO CORDOVA, CALIFORNIA

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

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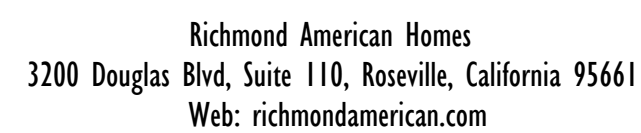
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SEASONS AT MONTELENA

RANCHO CORDOVA, CALIFORNIA

- N915 LAPIS -
FLOOR PLAN





FARMHOUSE-A



CRAFTSMAN - B



WINE COUNTRY - C



PRAIRIE- D

N915 - LAPIS
FRONT ELEVATIONS

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



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FRONT ELEVATION - FARMHOUSE



REAR ELEVATION - FARMHOUSE

N915 - LAPIS
FRONT & REAR ELEVATIONS A

SEASONS AT MONTELENA
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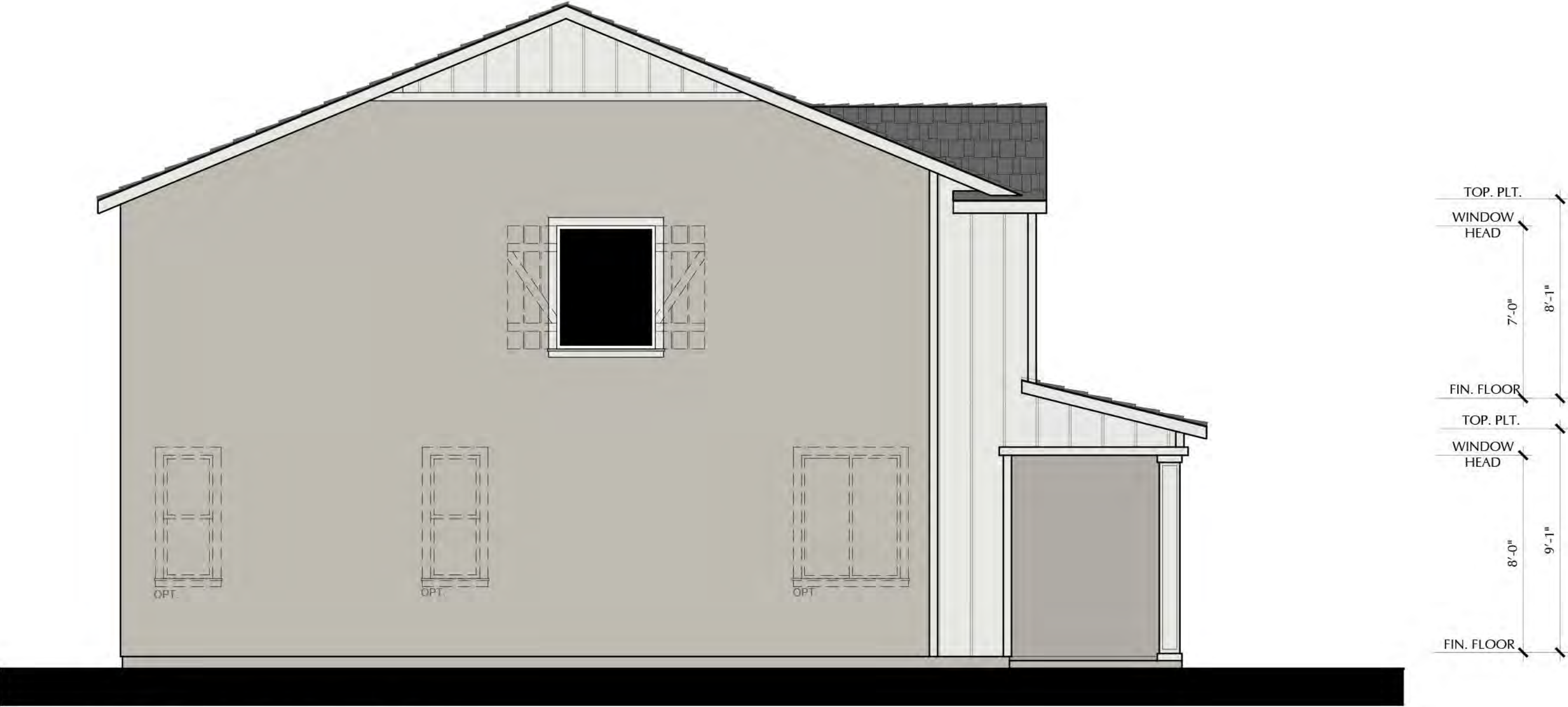
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LEFT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N915 - LAPIS
SIDE ELEVATIONS A

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



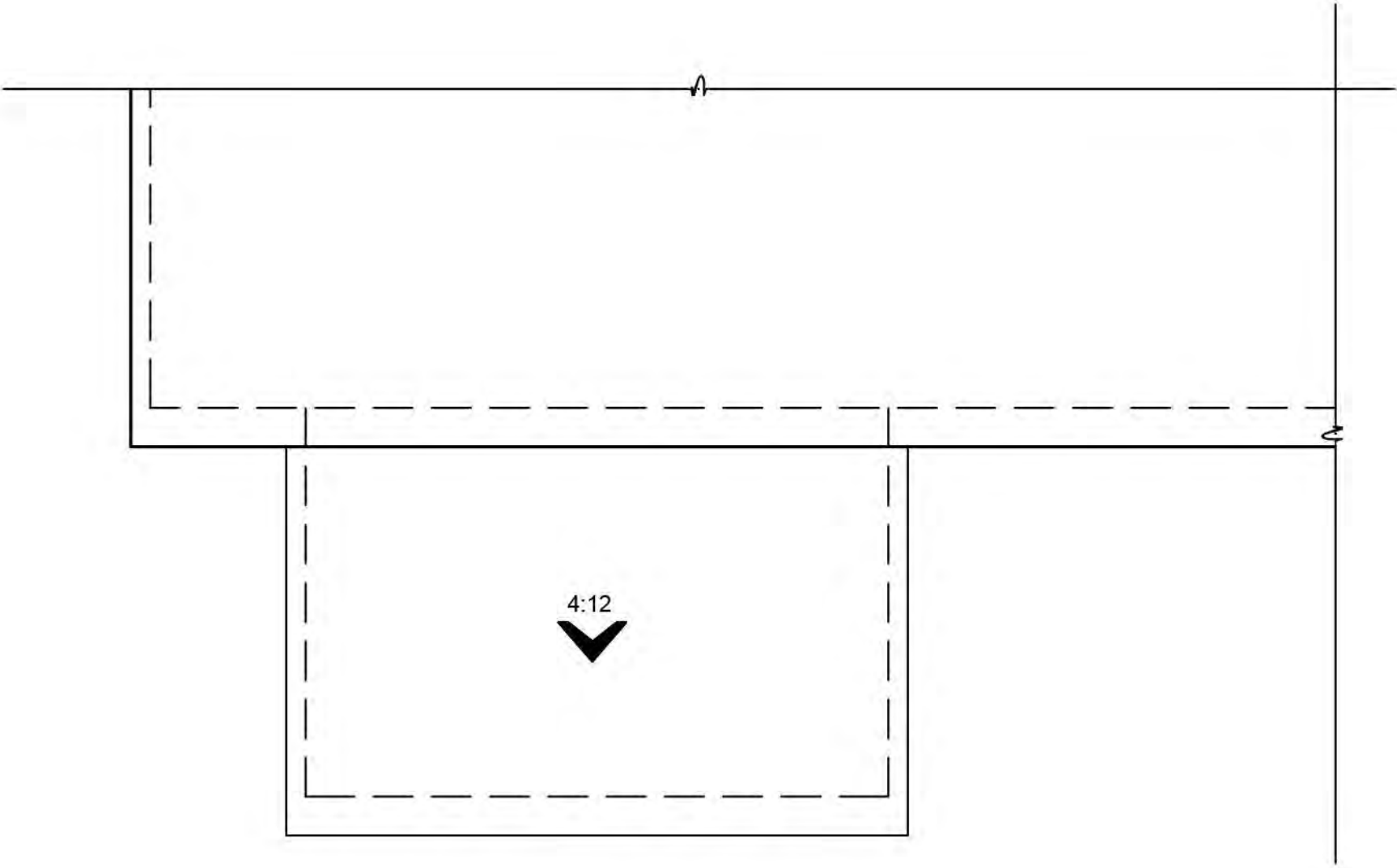
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RANCHO CORDOVA, CALIFORNIA

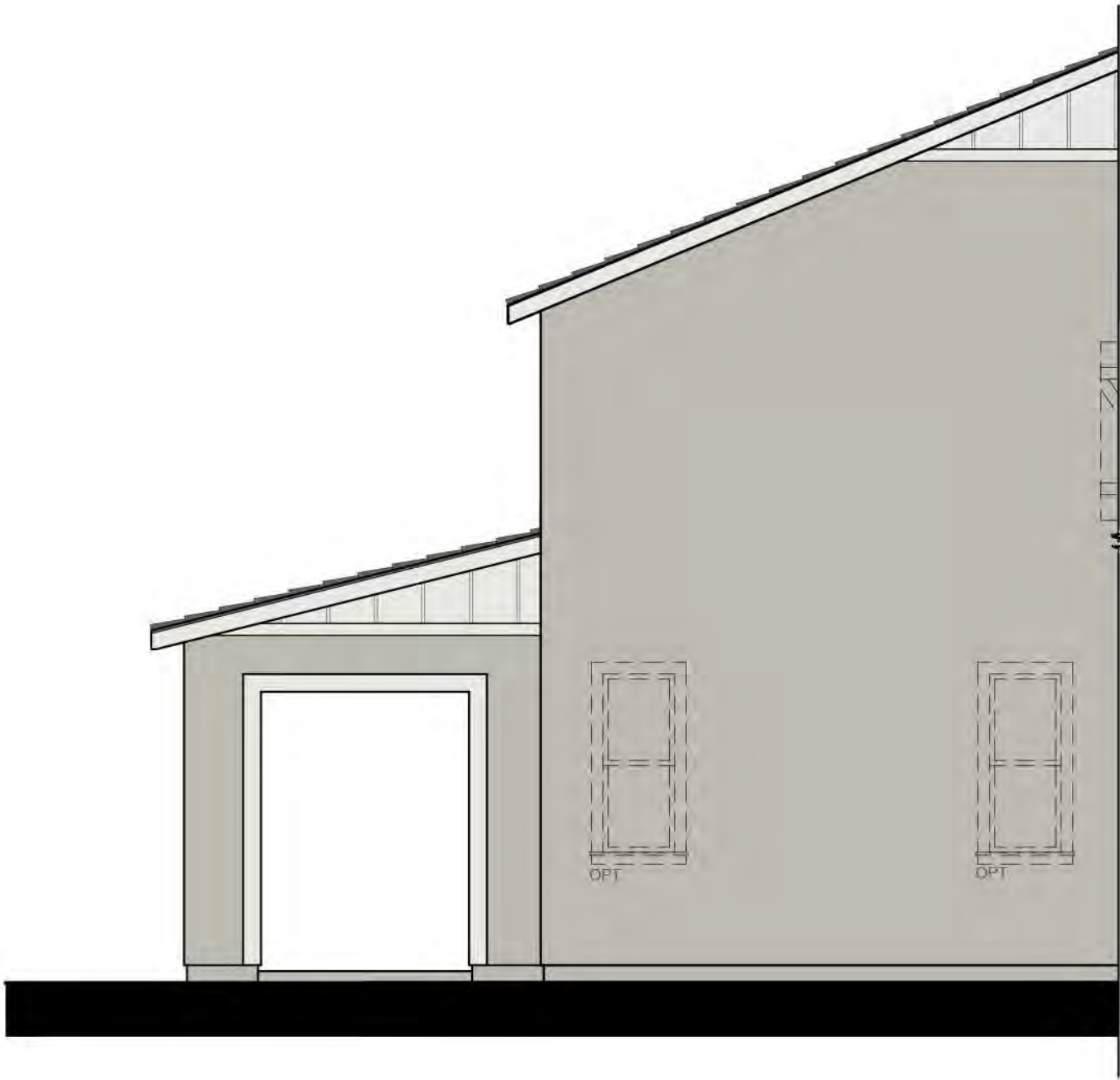
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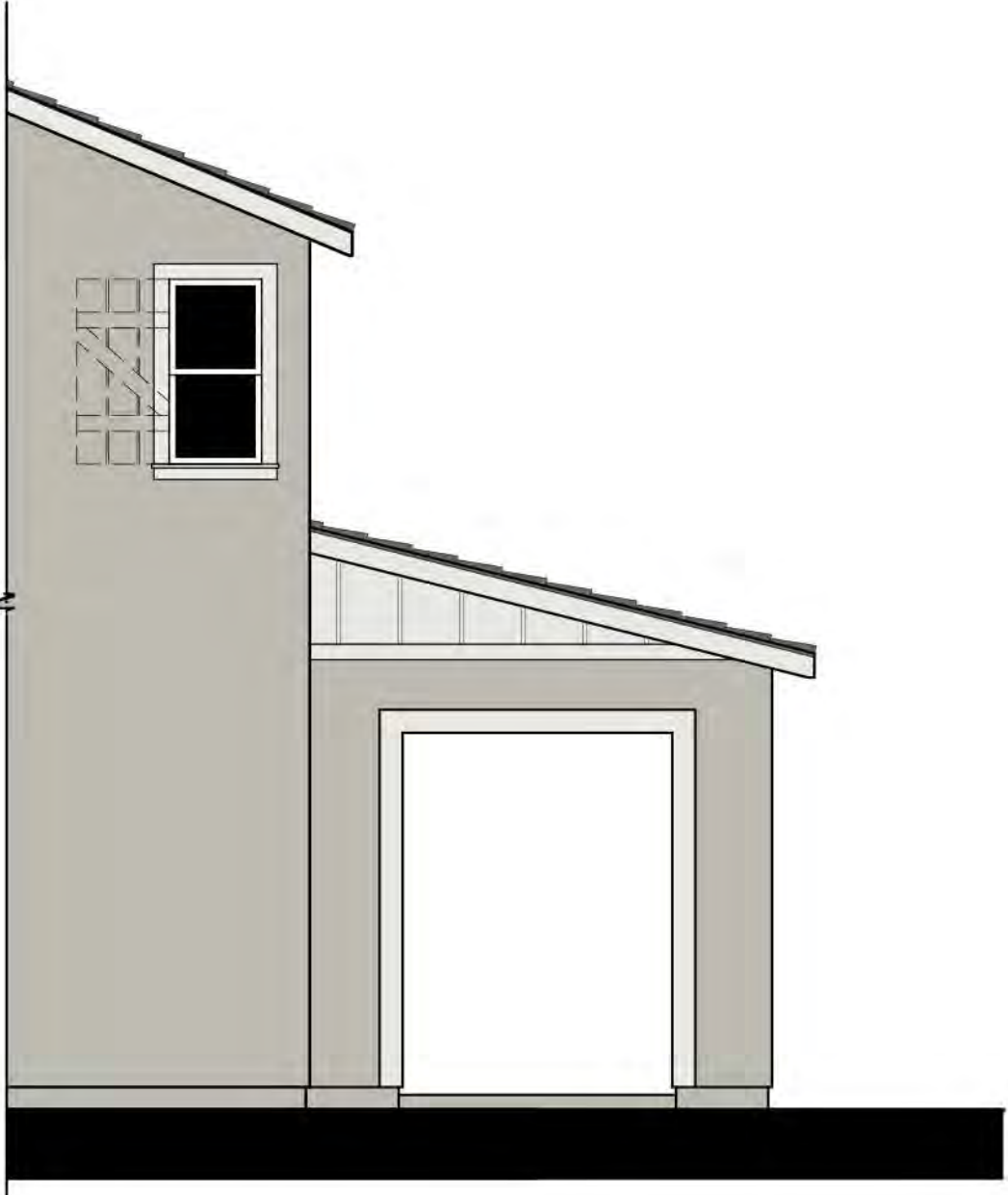
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS
COVERED PATIO ELEVATIONS A - FARMHOUSE -

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



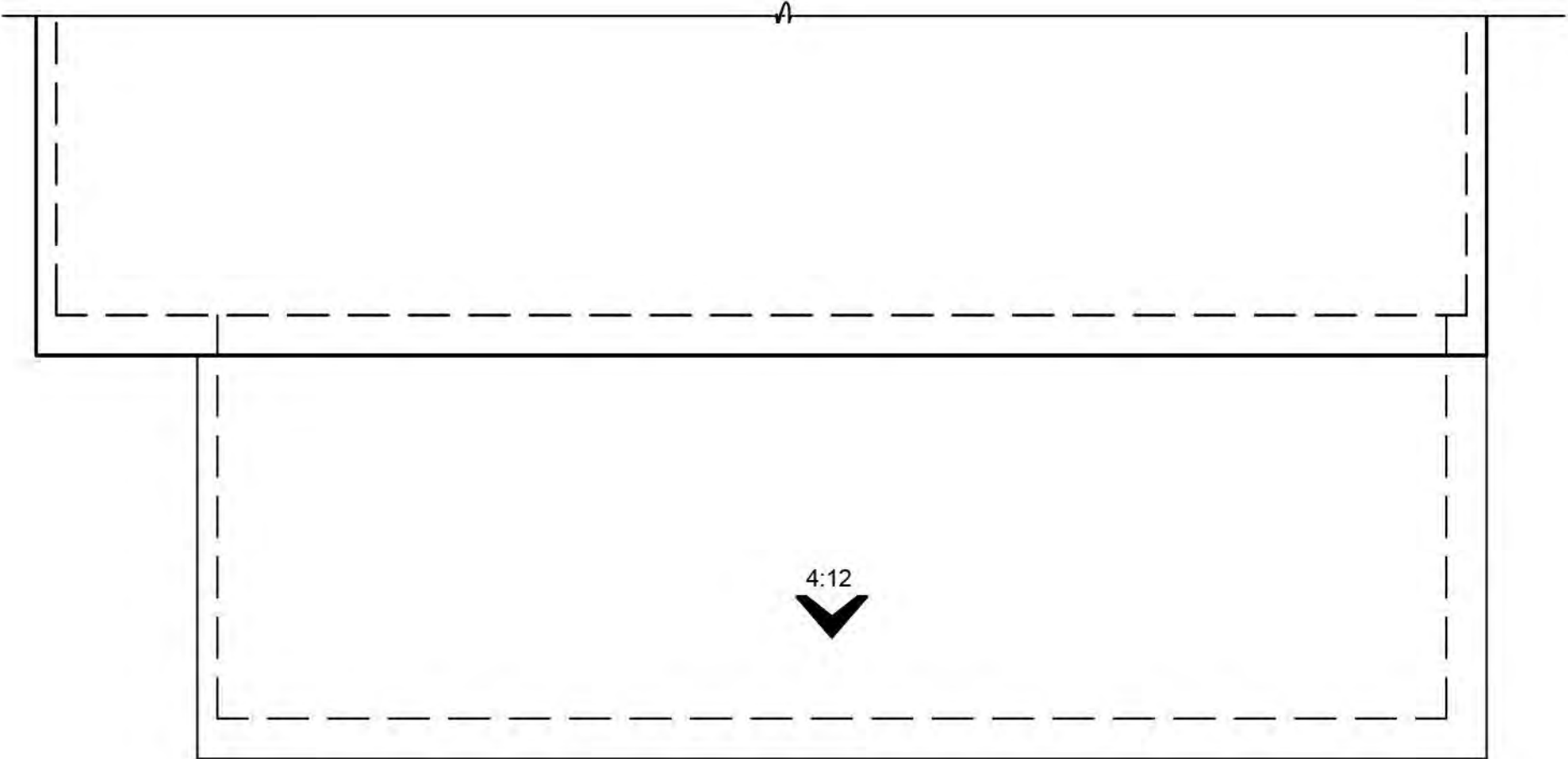
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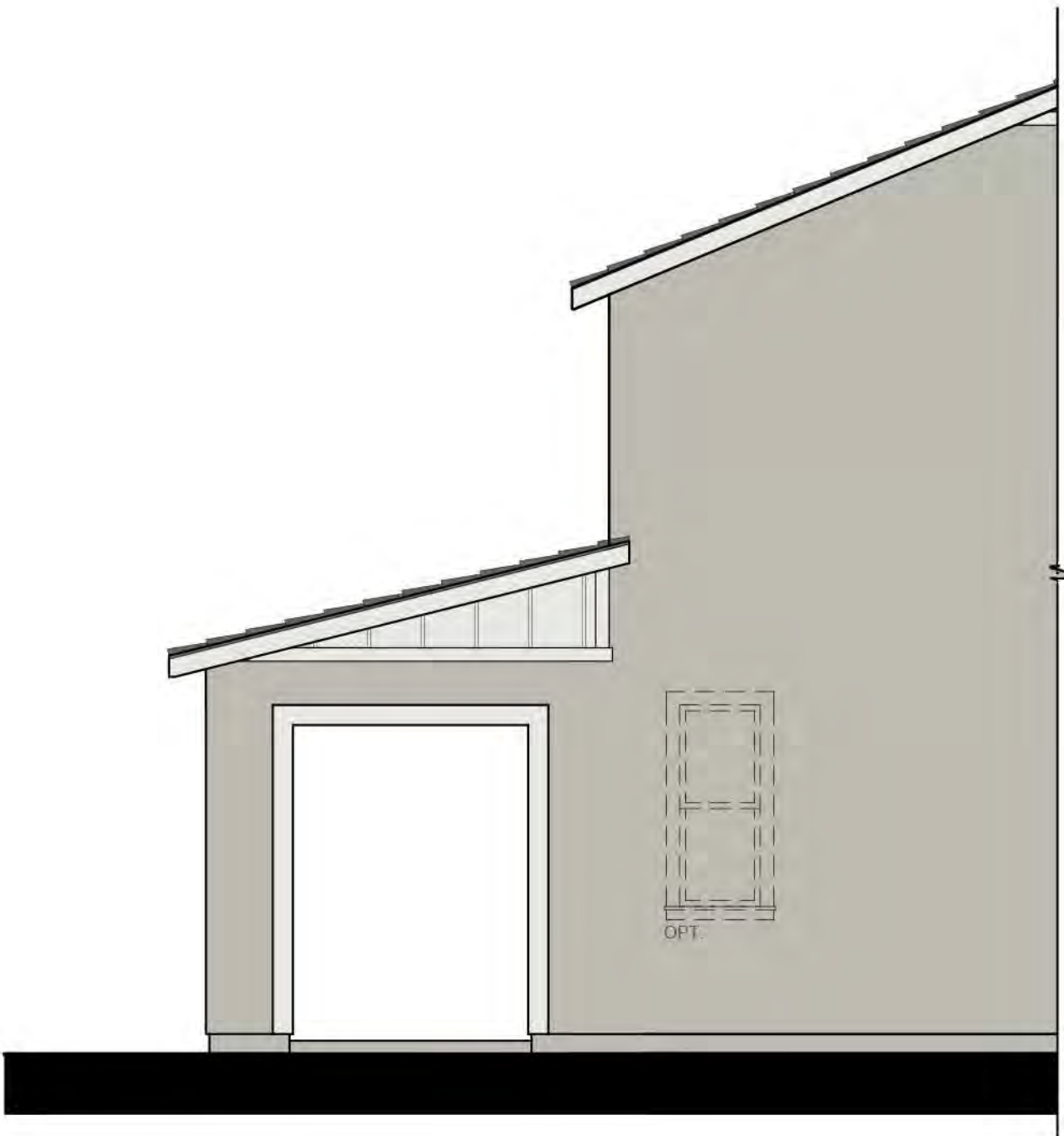
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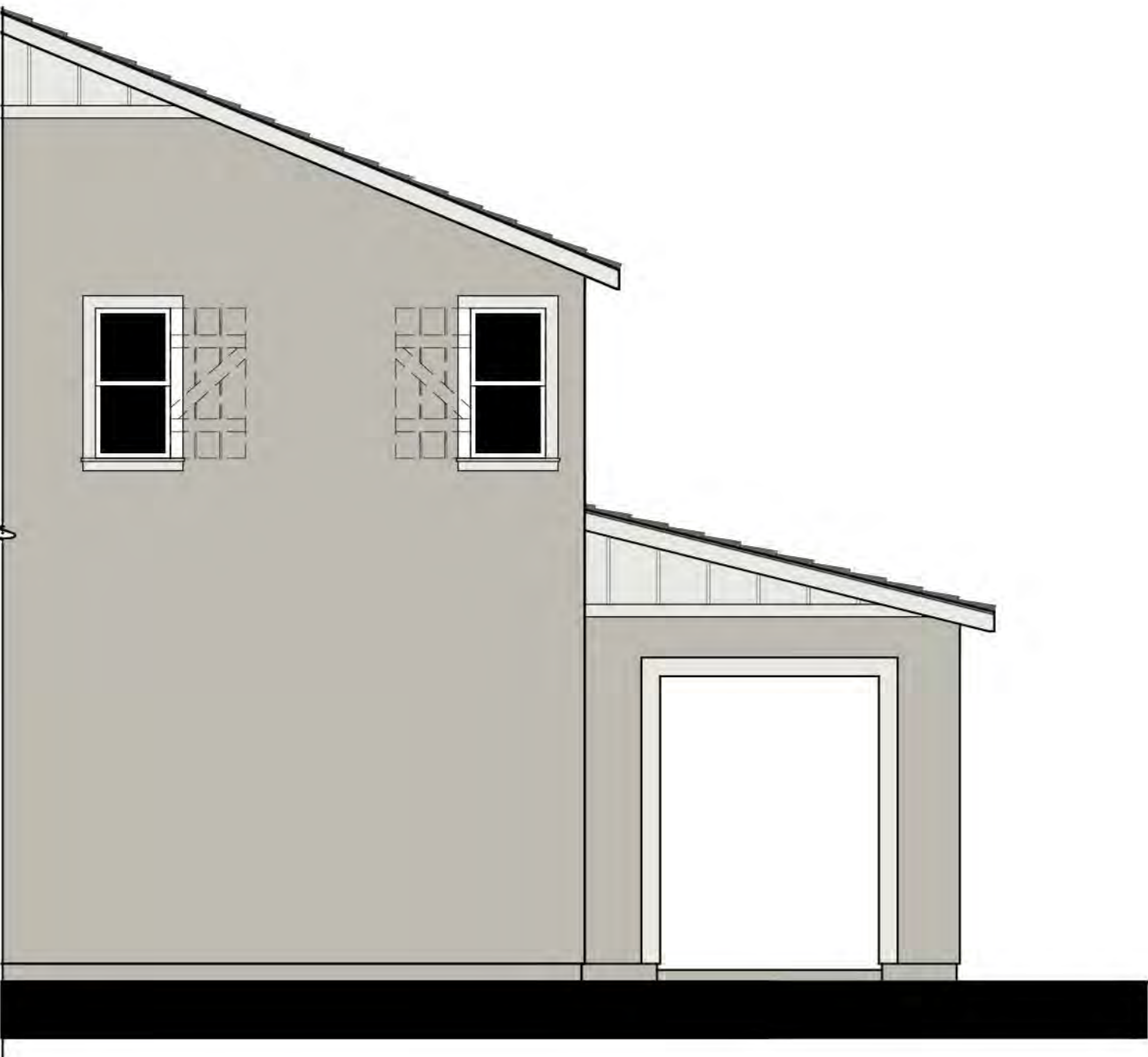
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS
EXTENDED COVERED PATIO ELEVATIONS A - FARMHOUSE -

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



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FRONT ELEVATION - CRAFTSMAN



REAR ELEVATION - CRAFTSMAN

N915 - LAPIS
FRONT & REAR ELEVATIONS B

SEASONS AT MONTELENA
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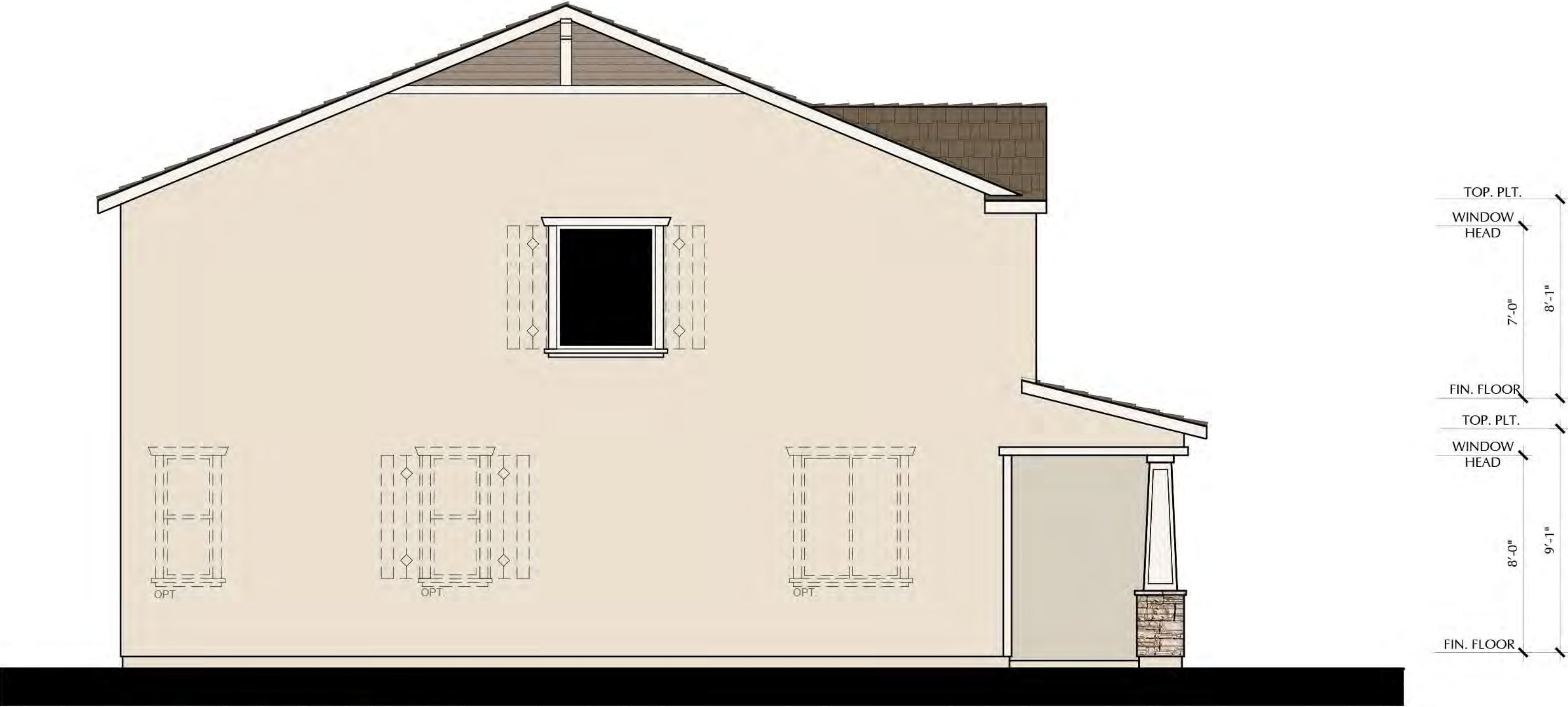
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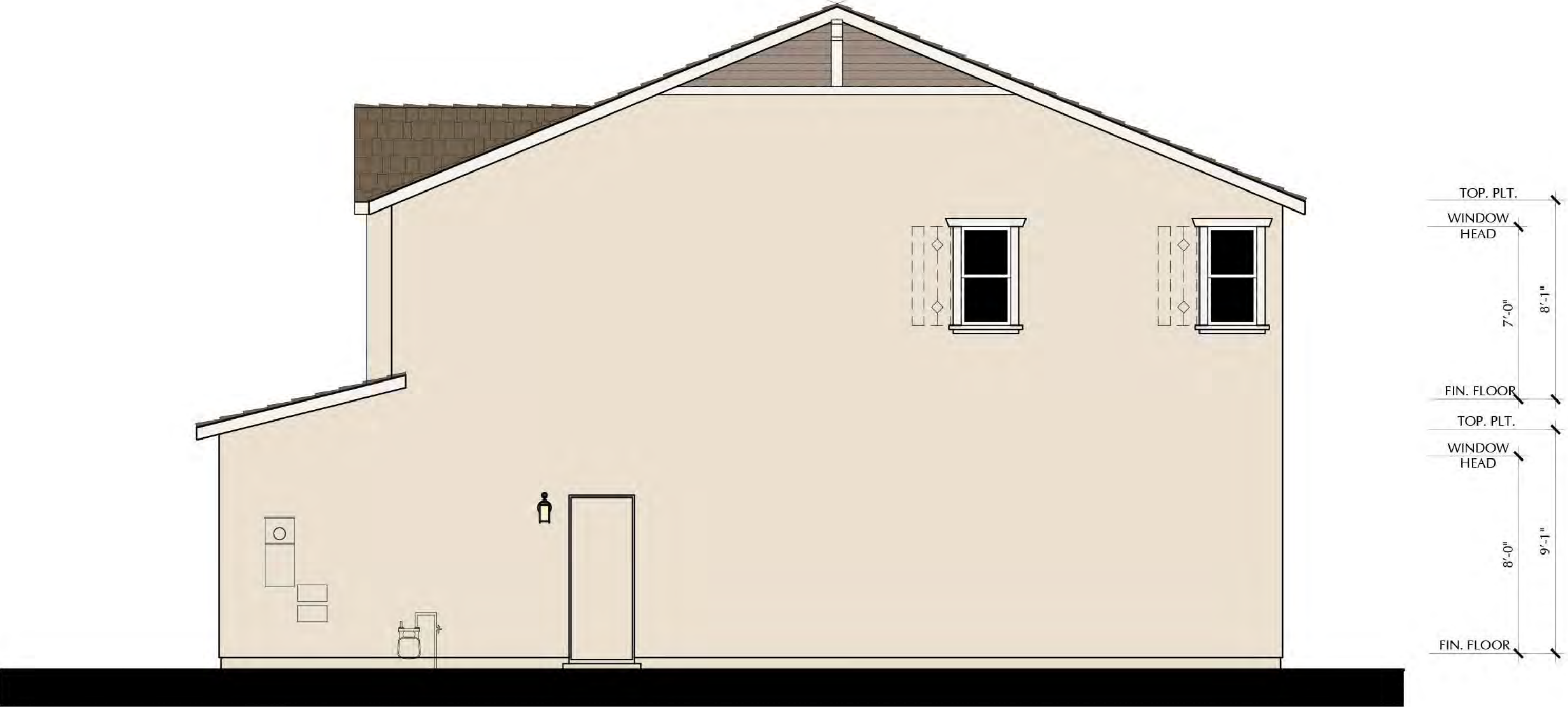
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LEFT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N915 - LAPIS
SIDE ELEVATIONS B

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



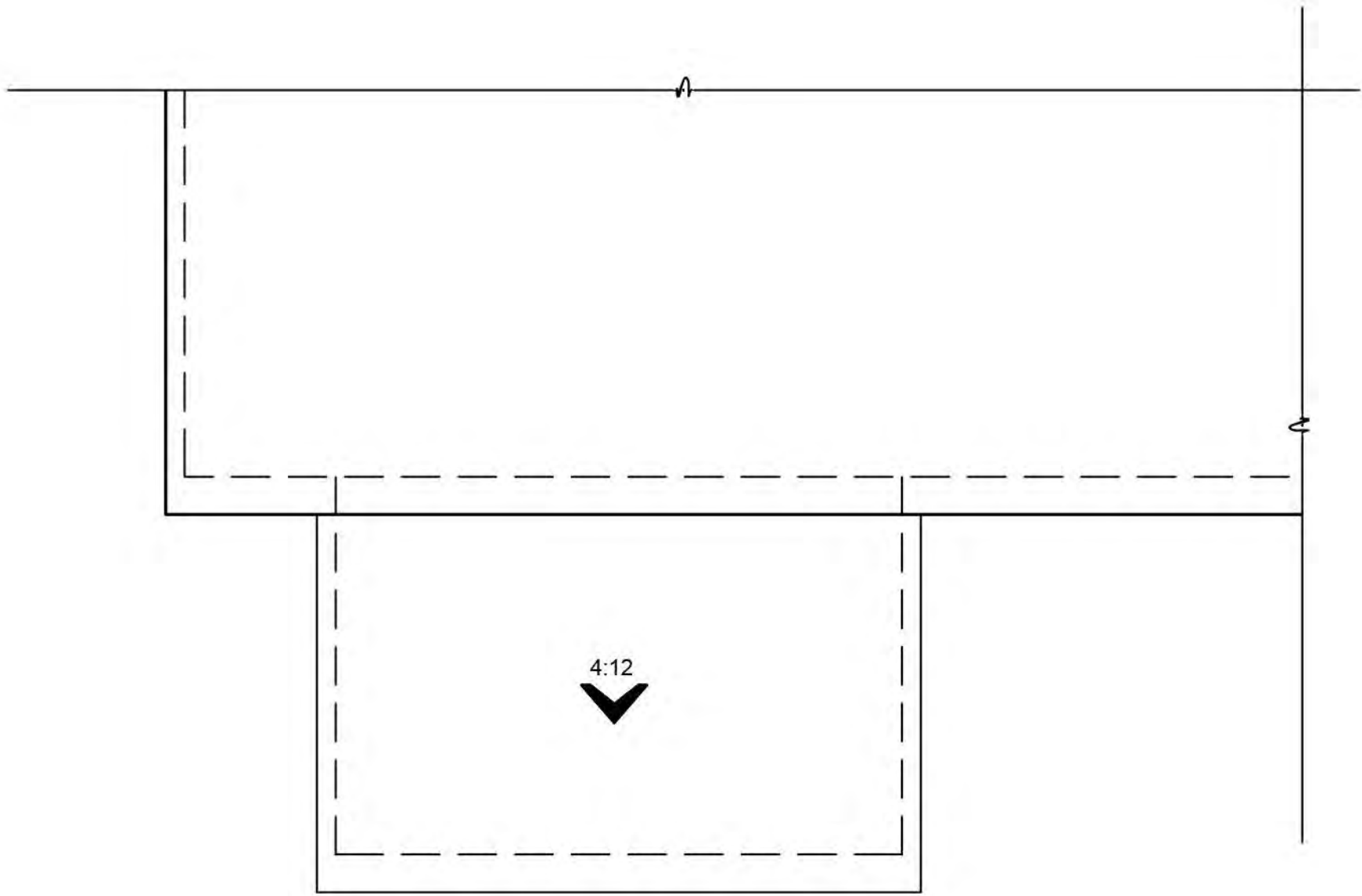
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RANCHO CORDOVA, CALIFORNIA

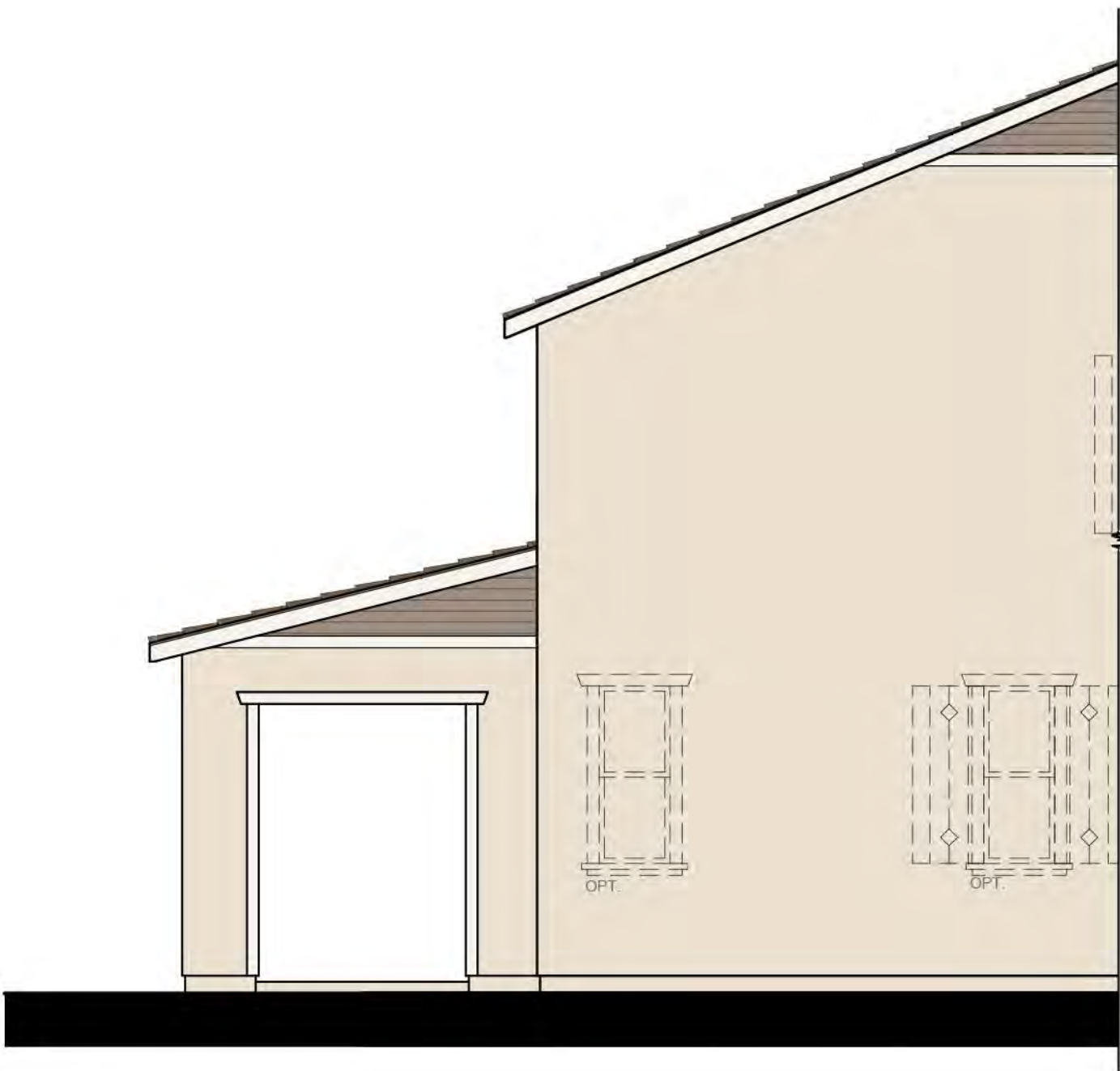
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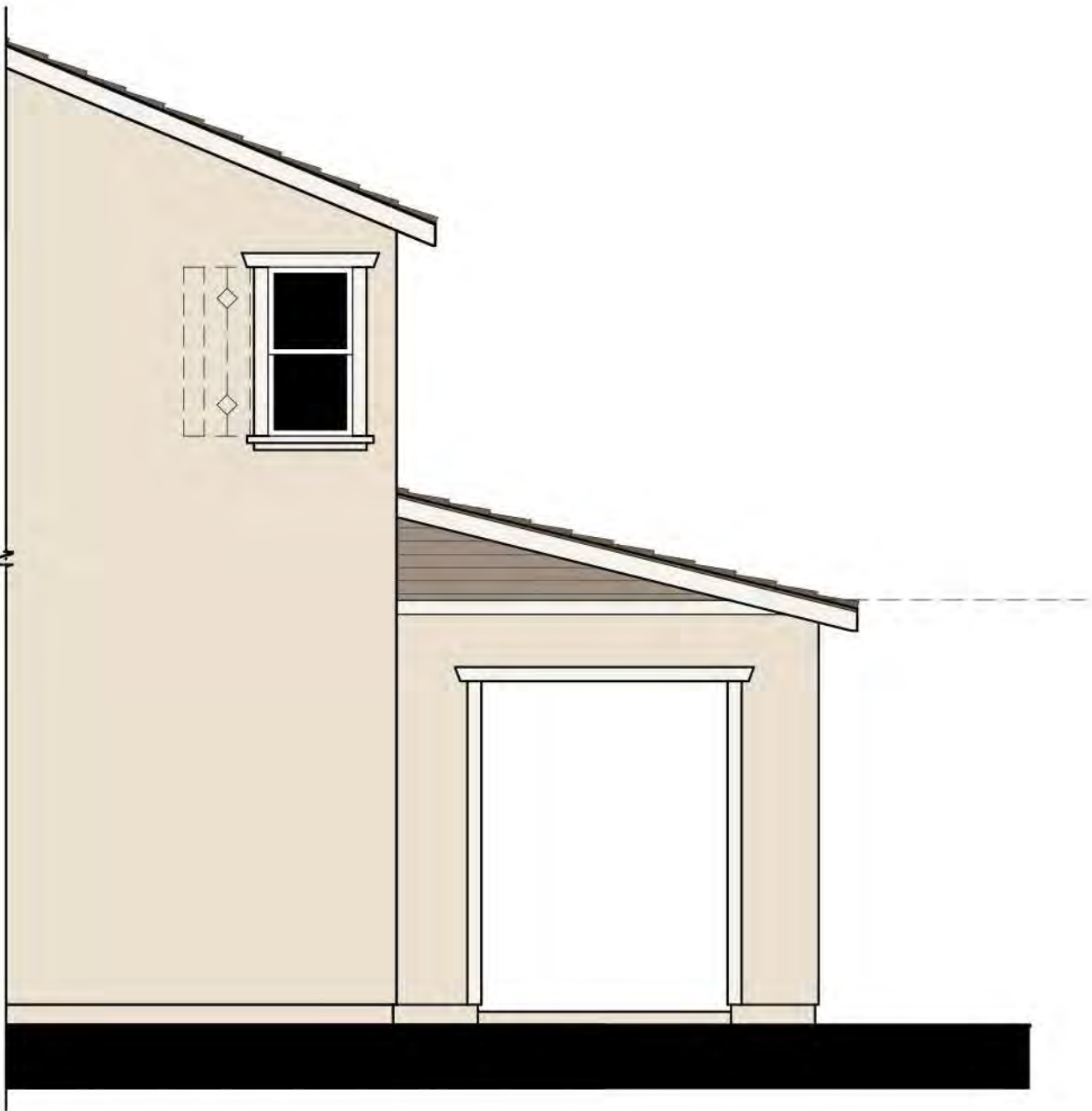
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS

COVERED PATIO ELEVATIONS B - CRAFTSMAN -

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



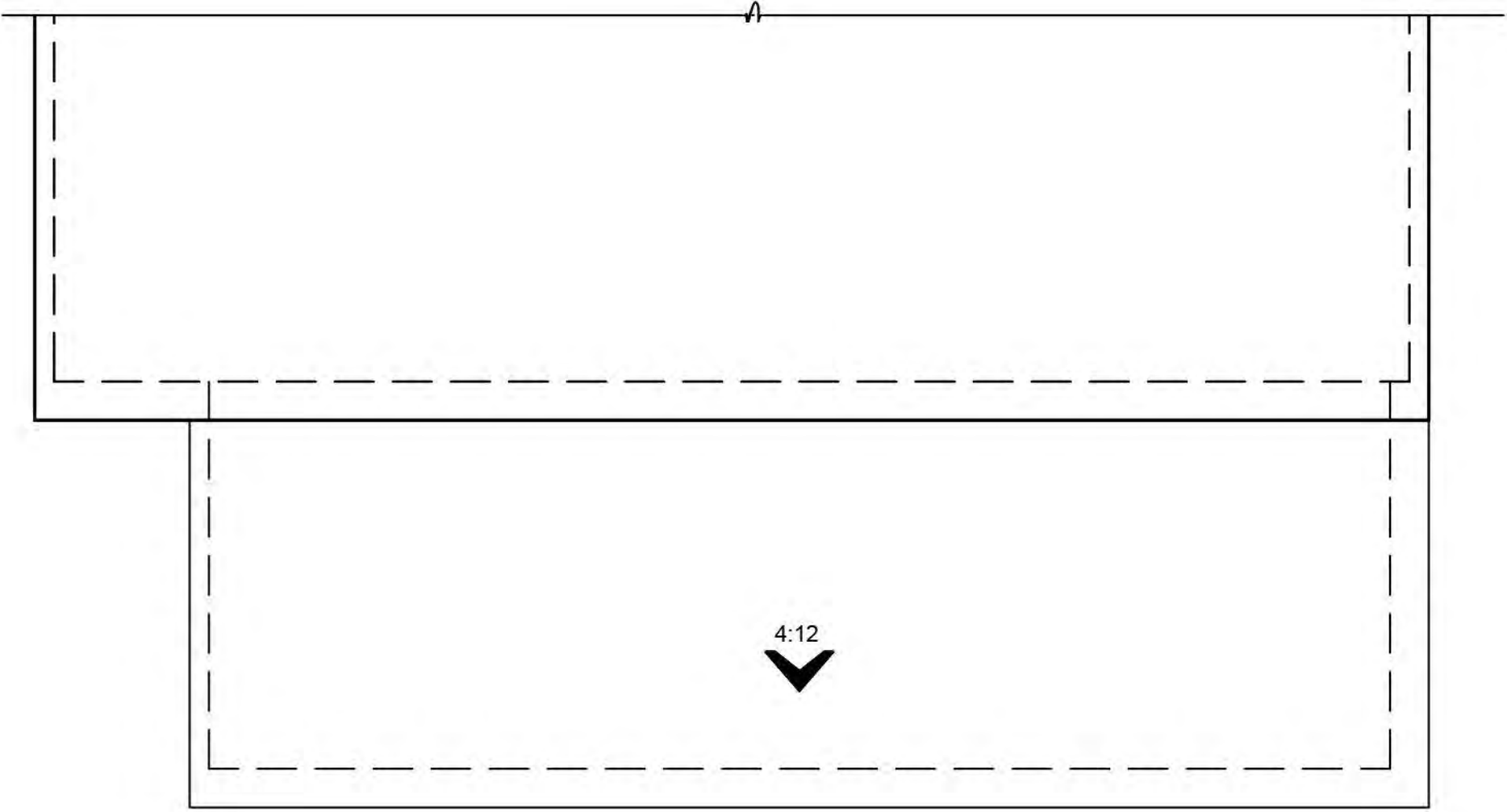
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RANCHO CORDOVA, CALIFORNIA

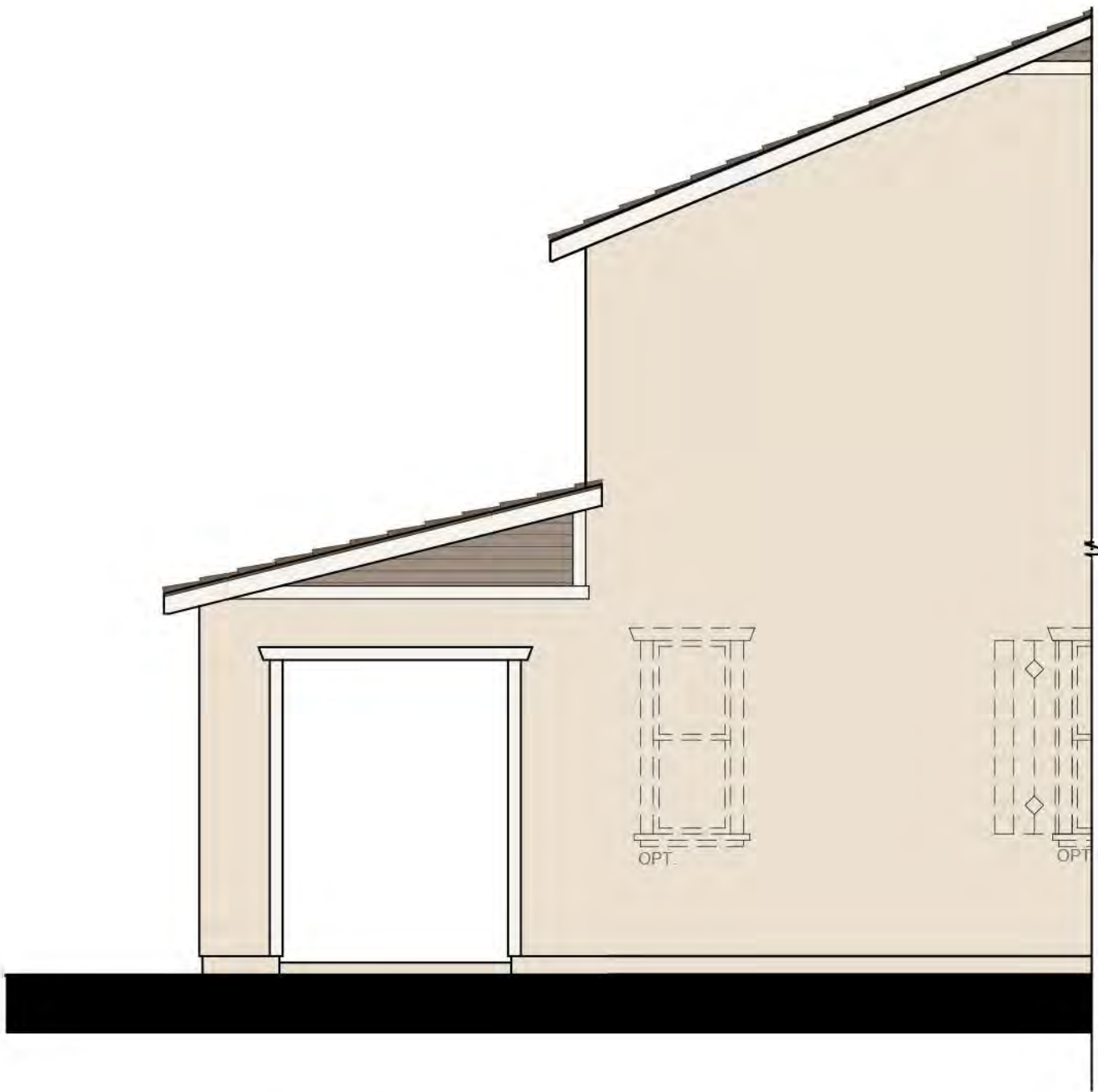
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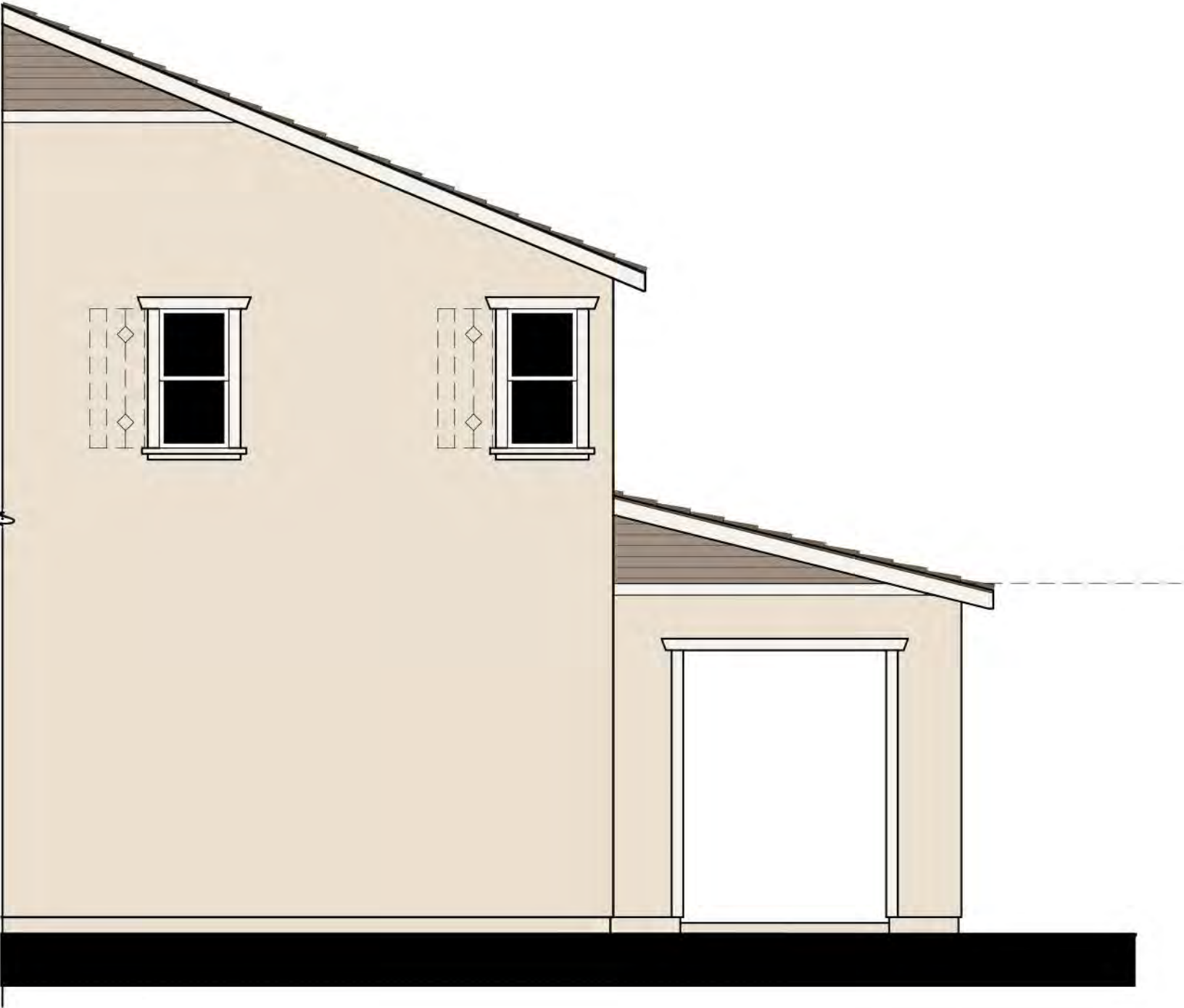
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS
EXTENDED COVERED PATIO ELEVATIONS B - CRAFTSMAN -

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



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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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



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FRONT ELEVATION - WINE COUNTRY



REAR ELEVATION - WINE COUNTRY

N915 - LAPIS
FRONT & REAR ELEVATIONS C

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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



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LEFT ELEVATION - WINE COUNTRY



RIGHT ELEVATION - WINE COUNTRY

N915 - LAPIS
SIDE ELEVATIONS C

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



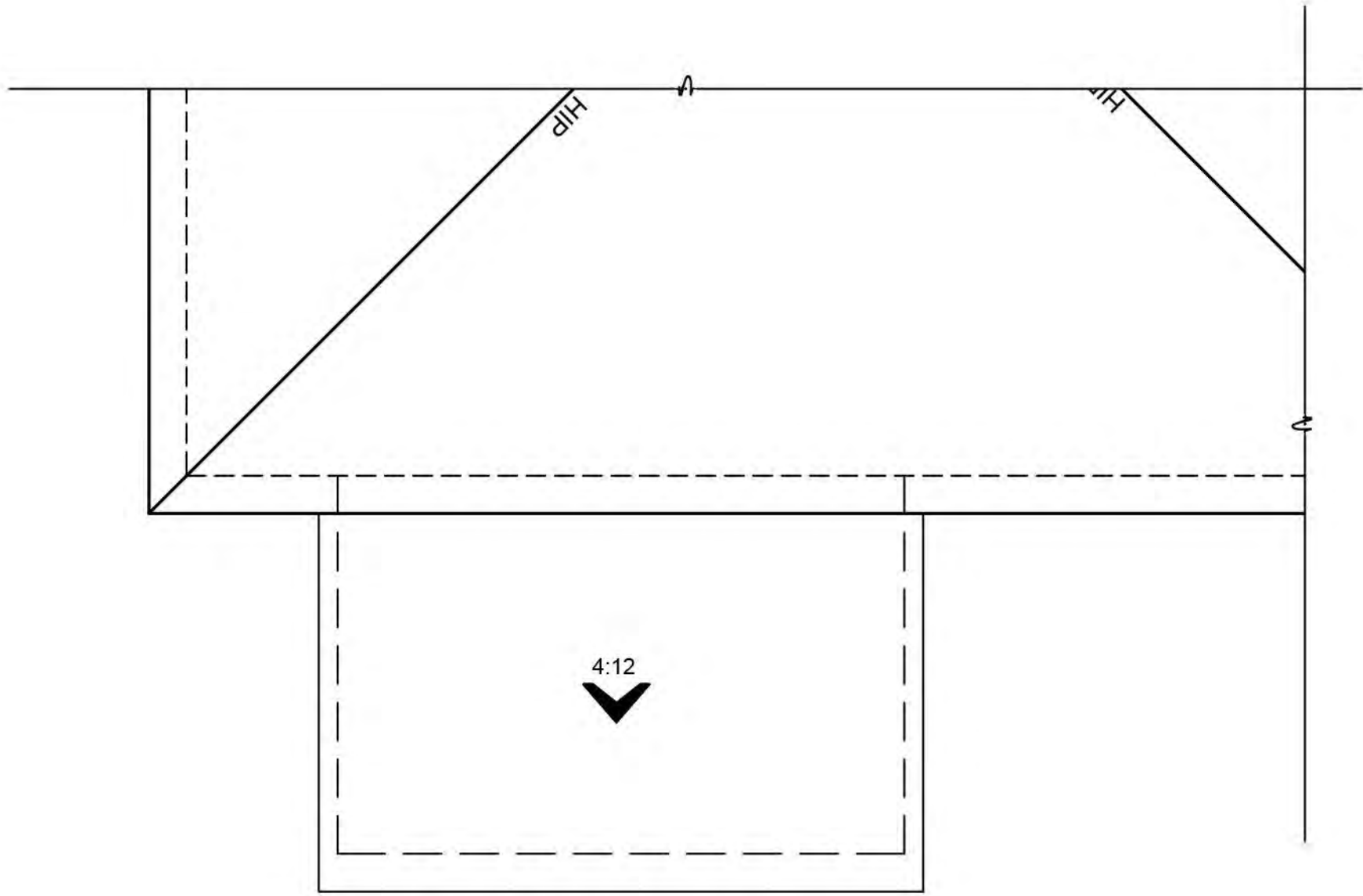
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RANCHO CORDOVA, CALIFORNIA

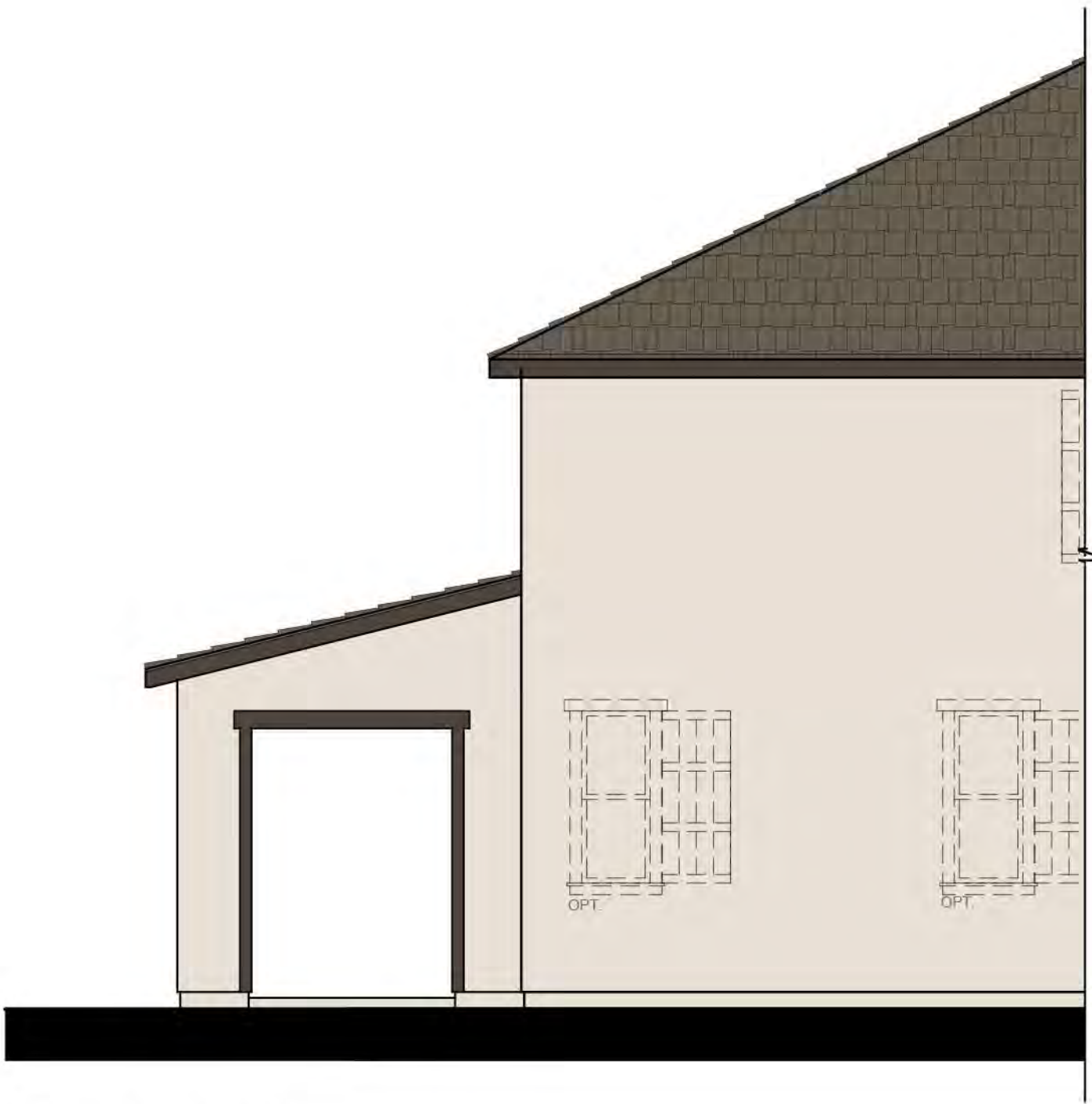
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ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

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COVERED PATIO ELEVATIONS C - WINE COUNTRY -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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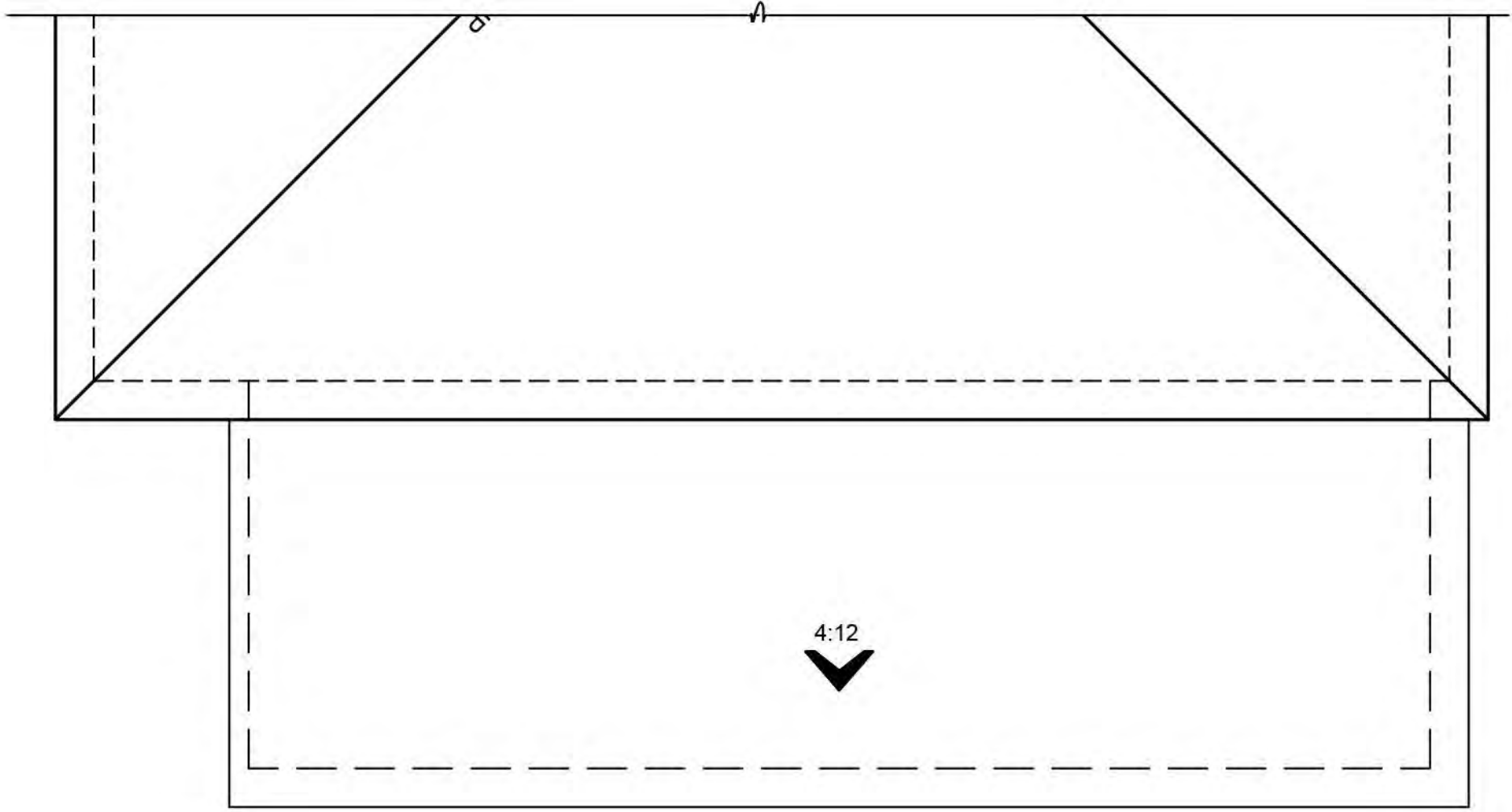
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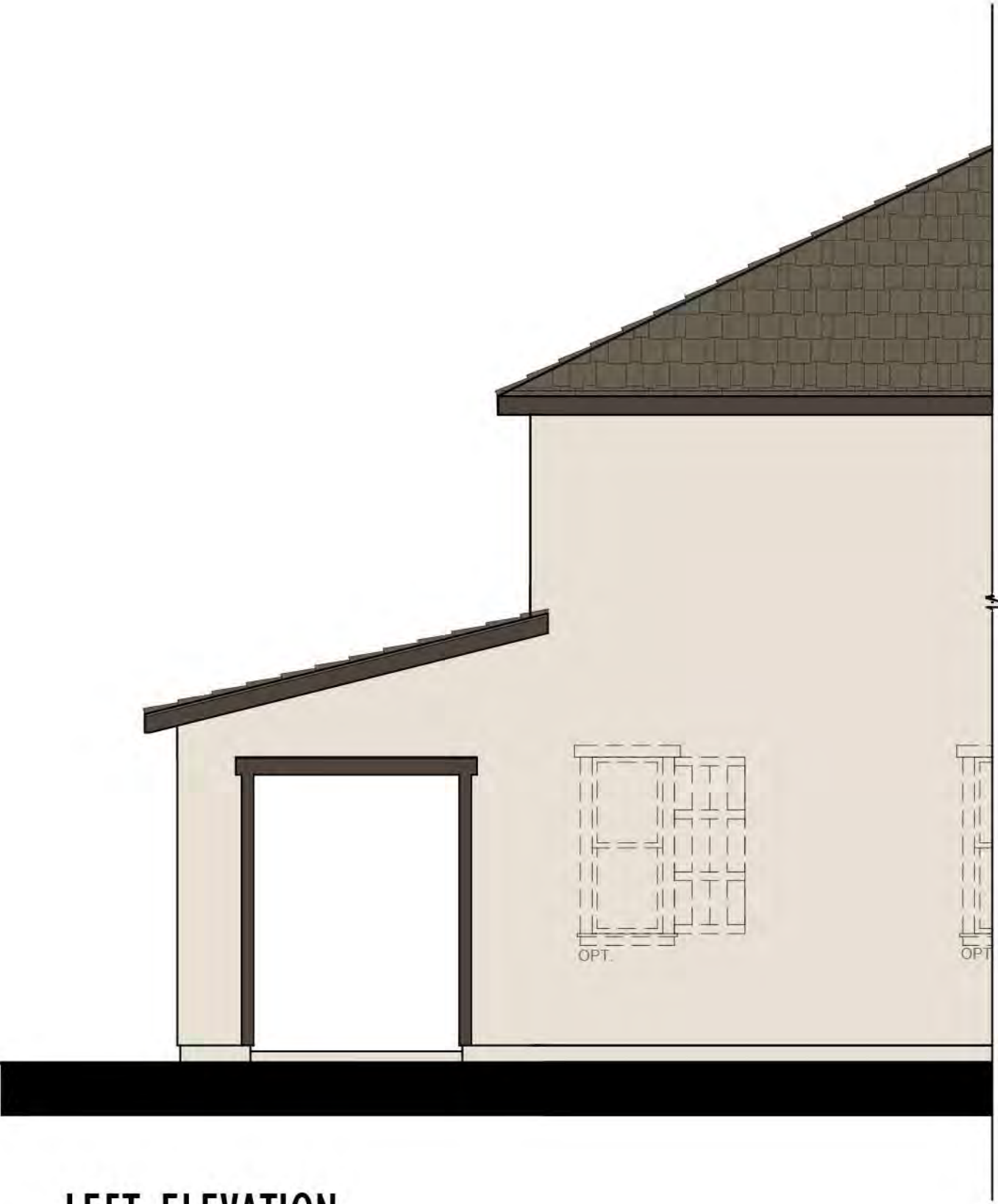
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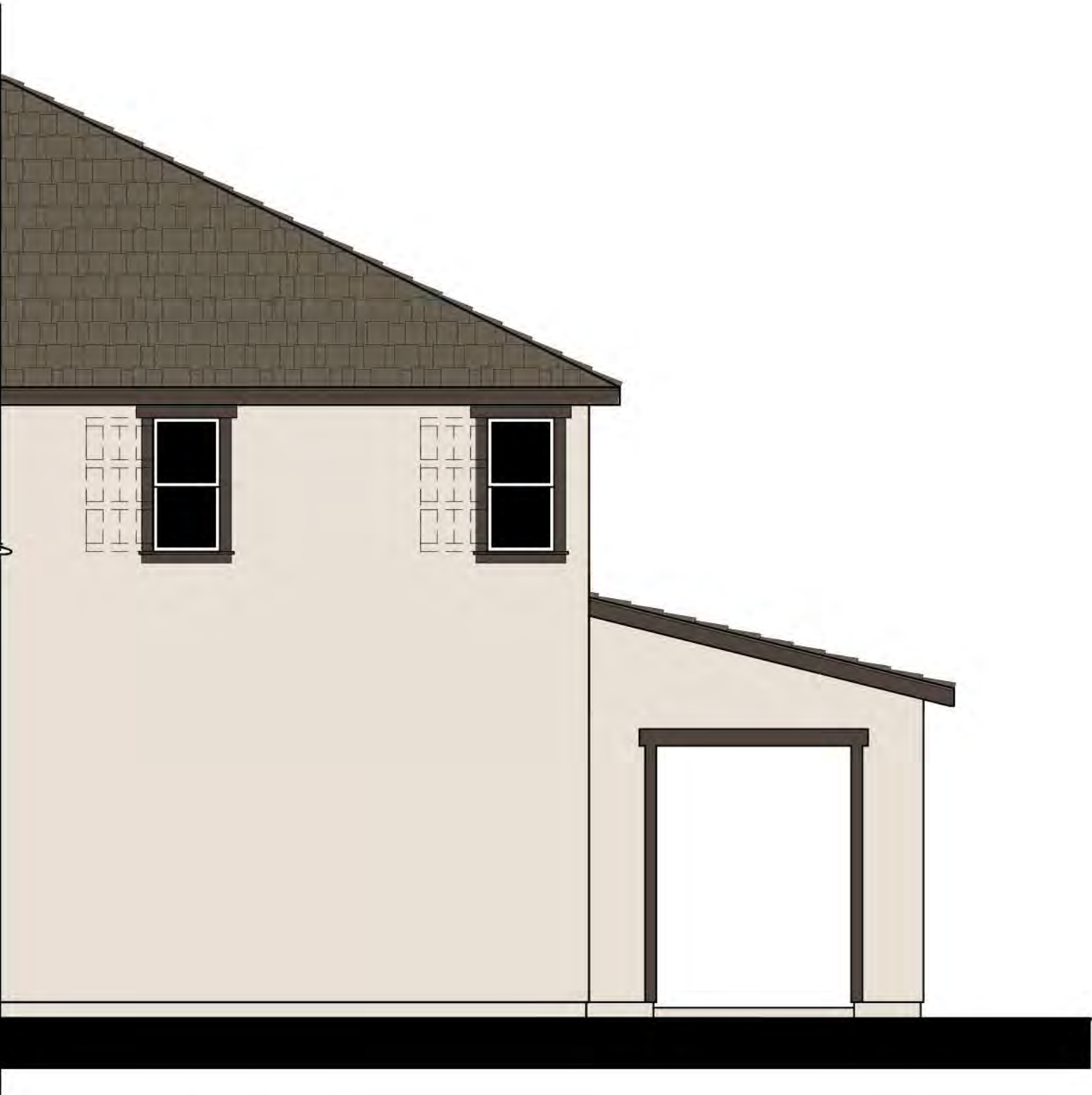
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS

EXTENDED COVERED PATIO ELEVATIONS C - WINE COUNTRY -

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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



FRONT ELEVATION - PRAIRIE



REAR ELEVATION - PRAIRIE

N915 - LAPIS
FRONT & REAR ELEVATIONS D

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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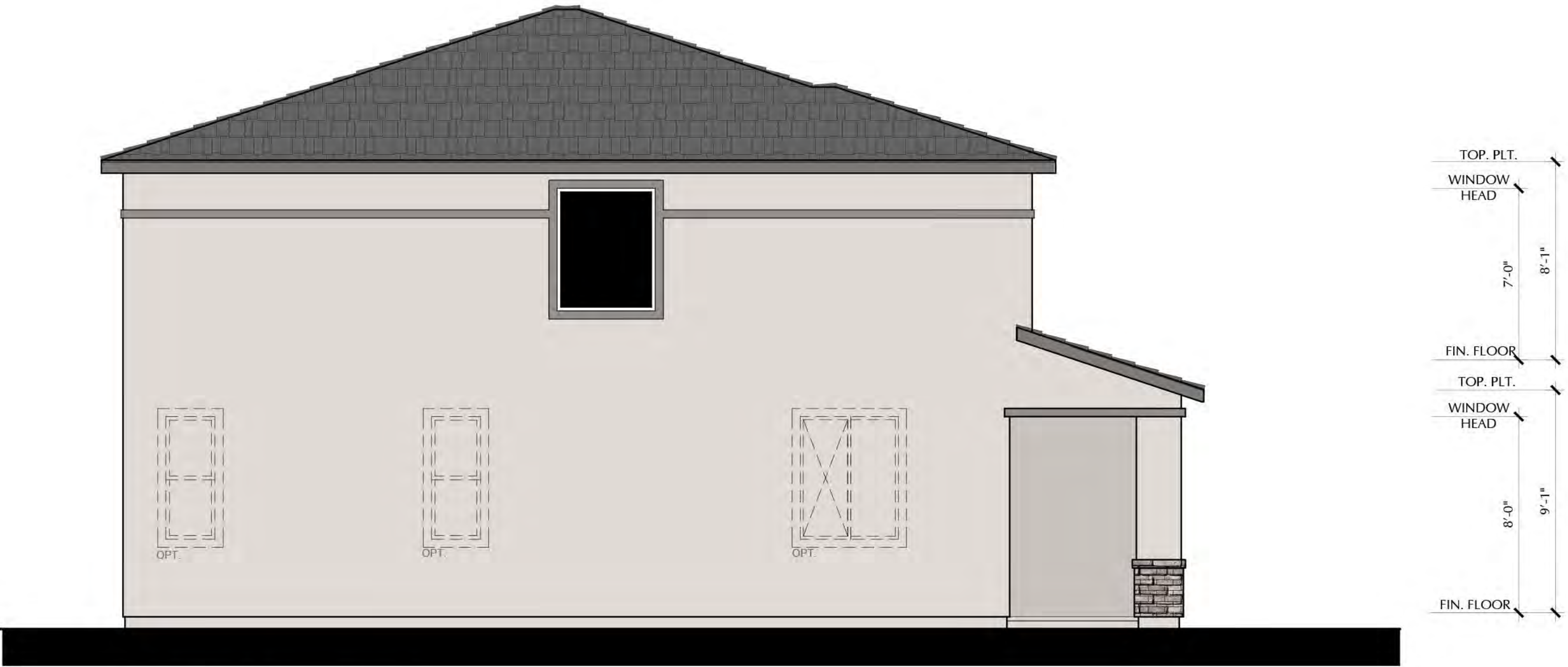
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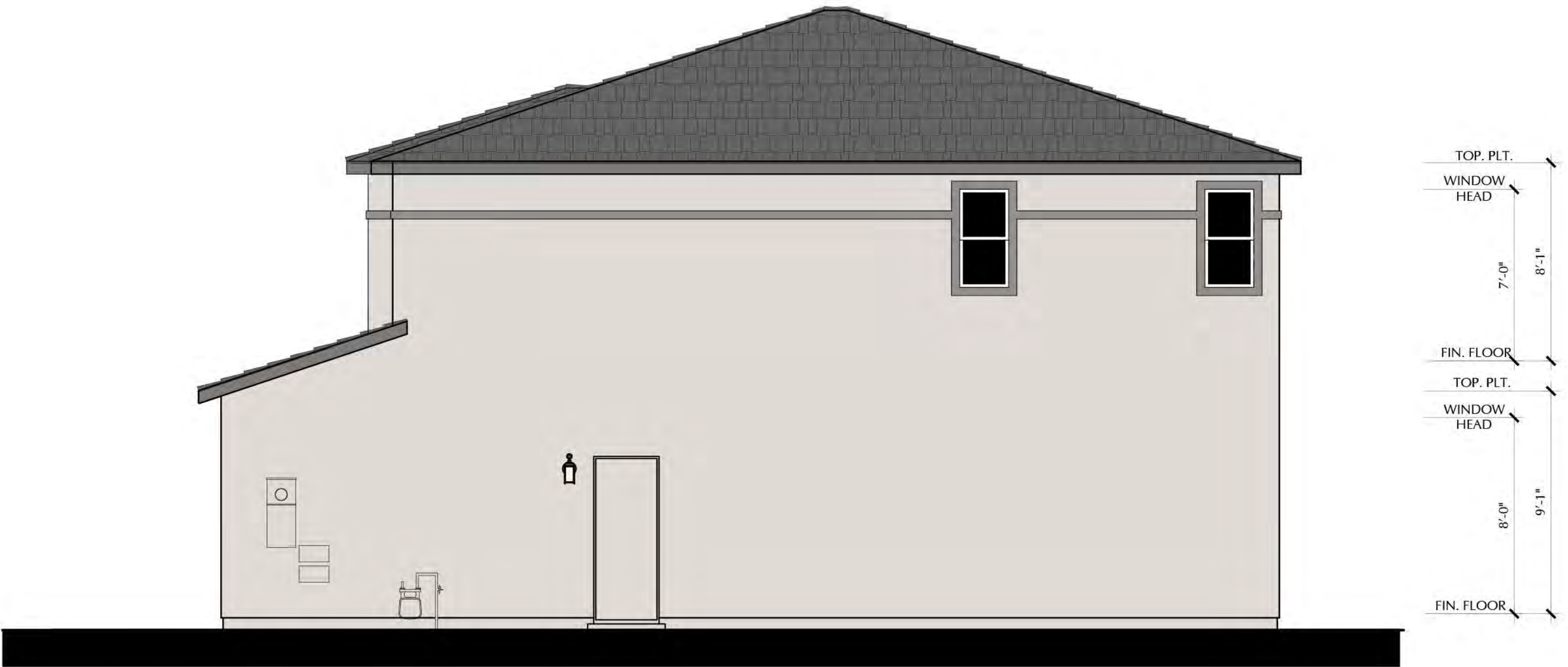
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LEFT ELEVATION - PRAIRIE



RIGHT ELEVATION - PRAIRIE

N915 - LAPIS

SIDE ELEVATIONS D

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



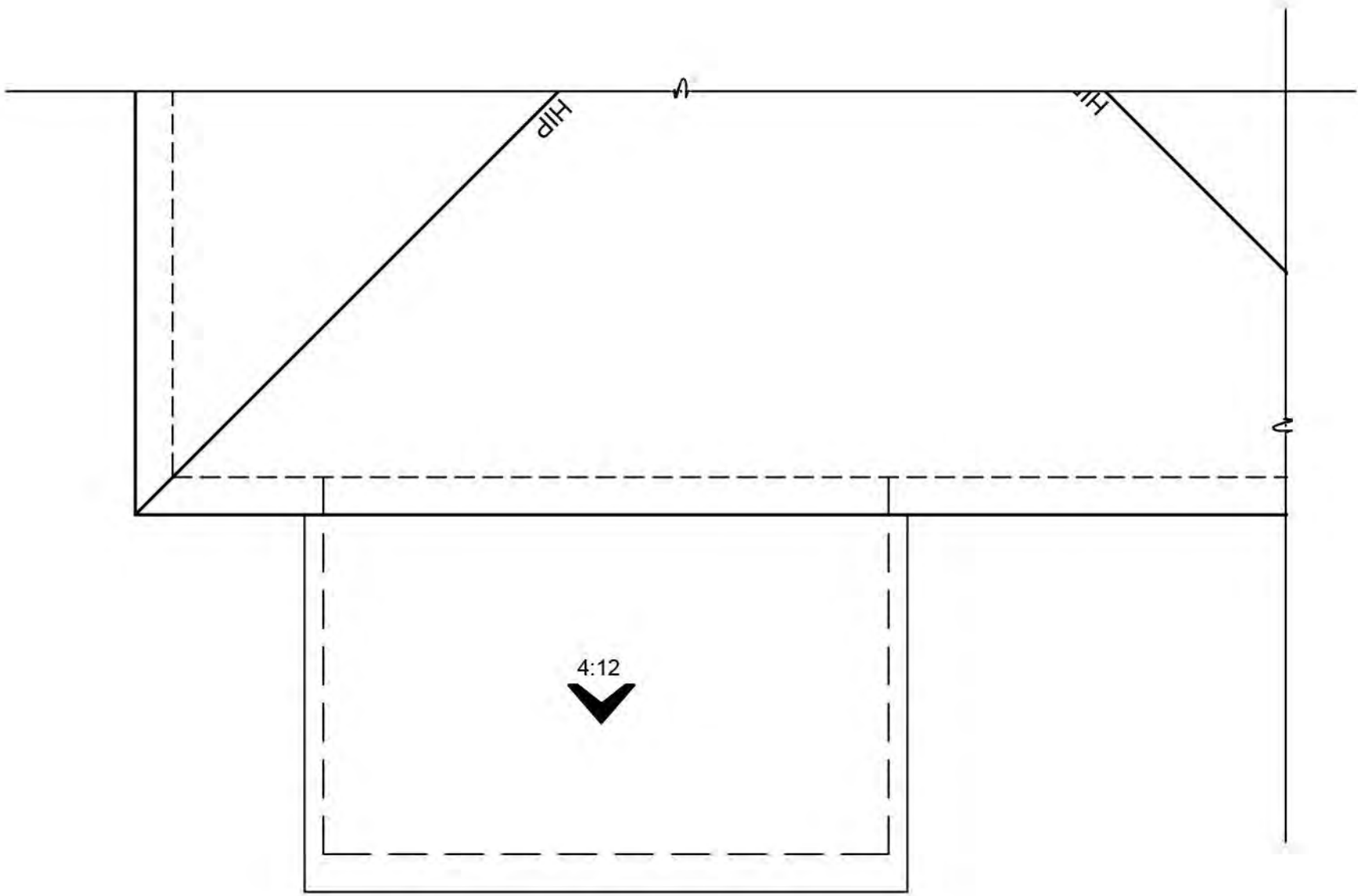
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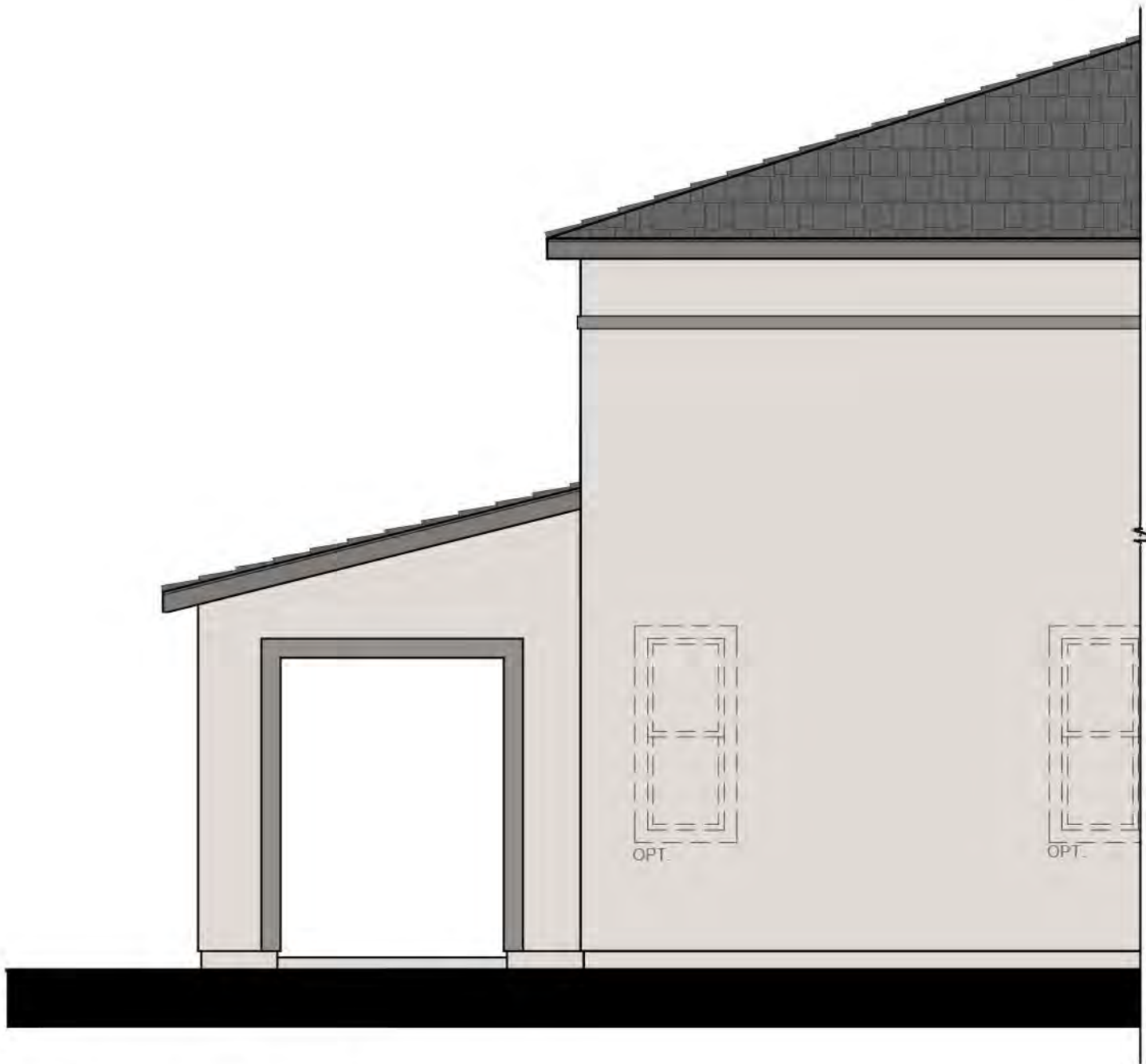
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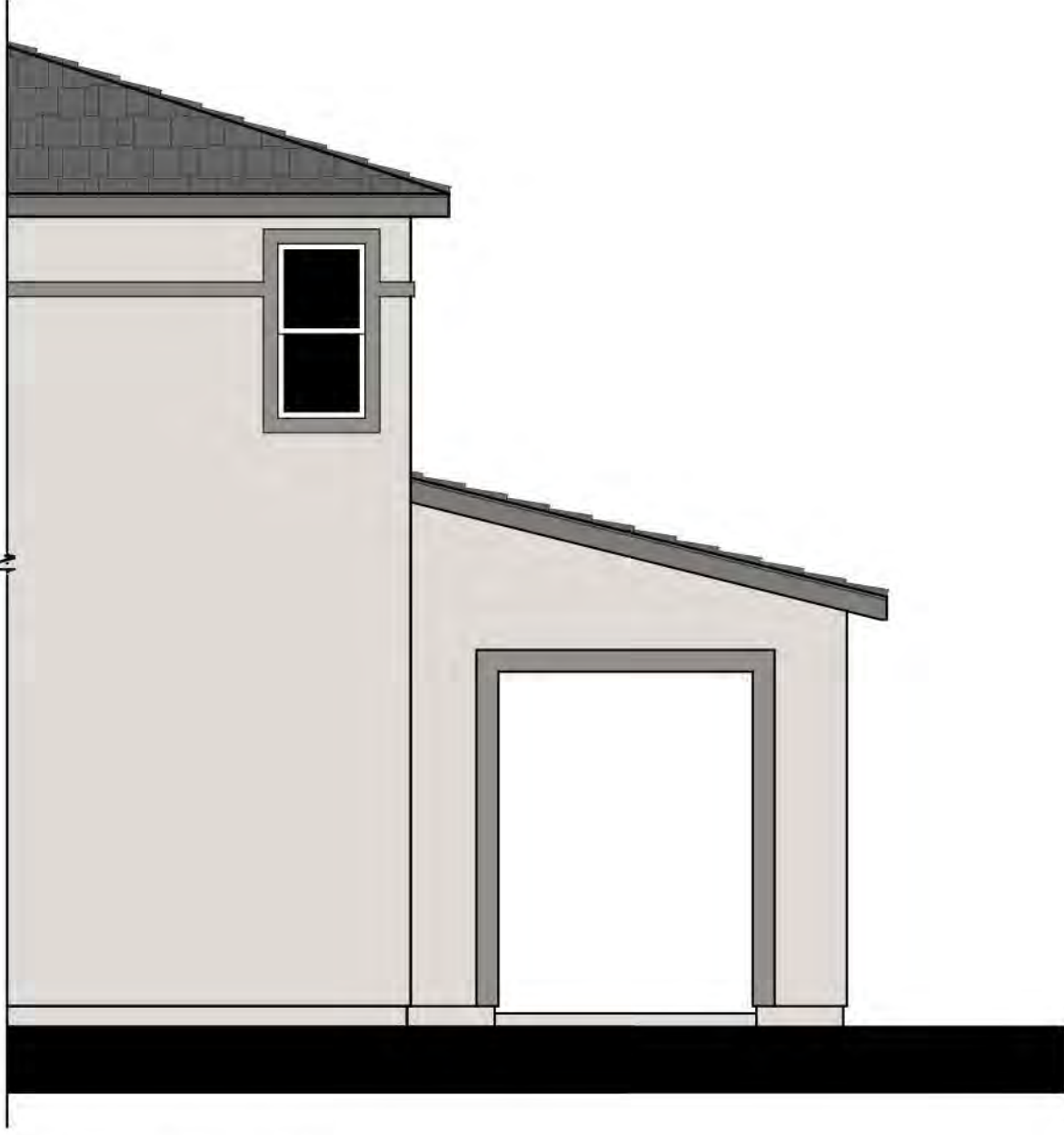
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS
COVERED PATIO ELEVATIONS D - PRAIRIE -

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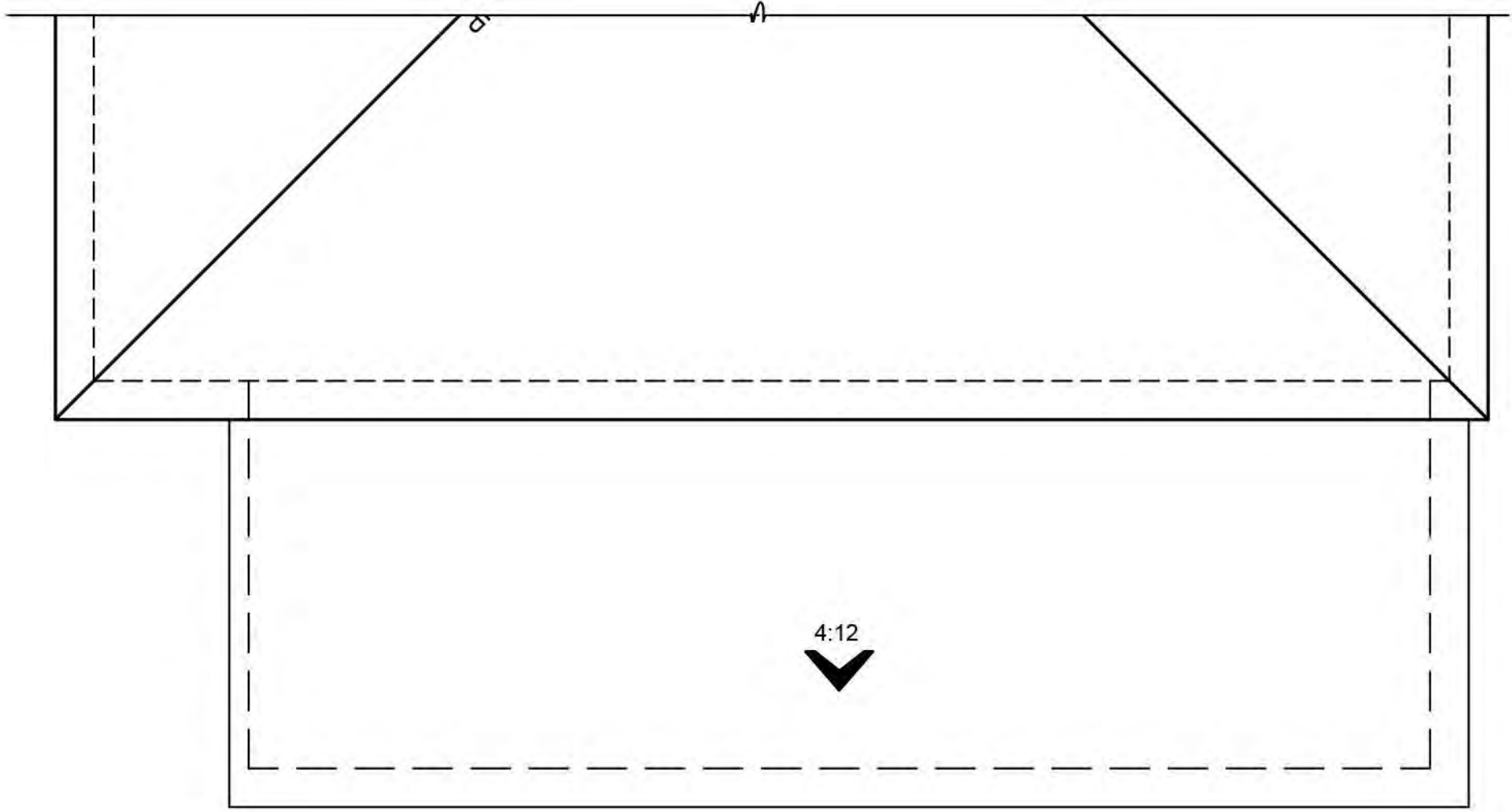
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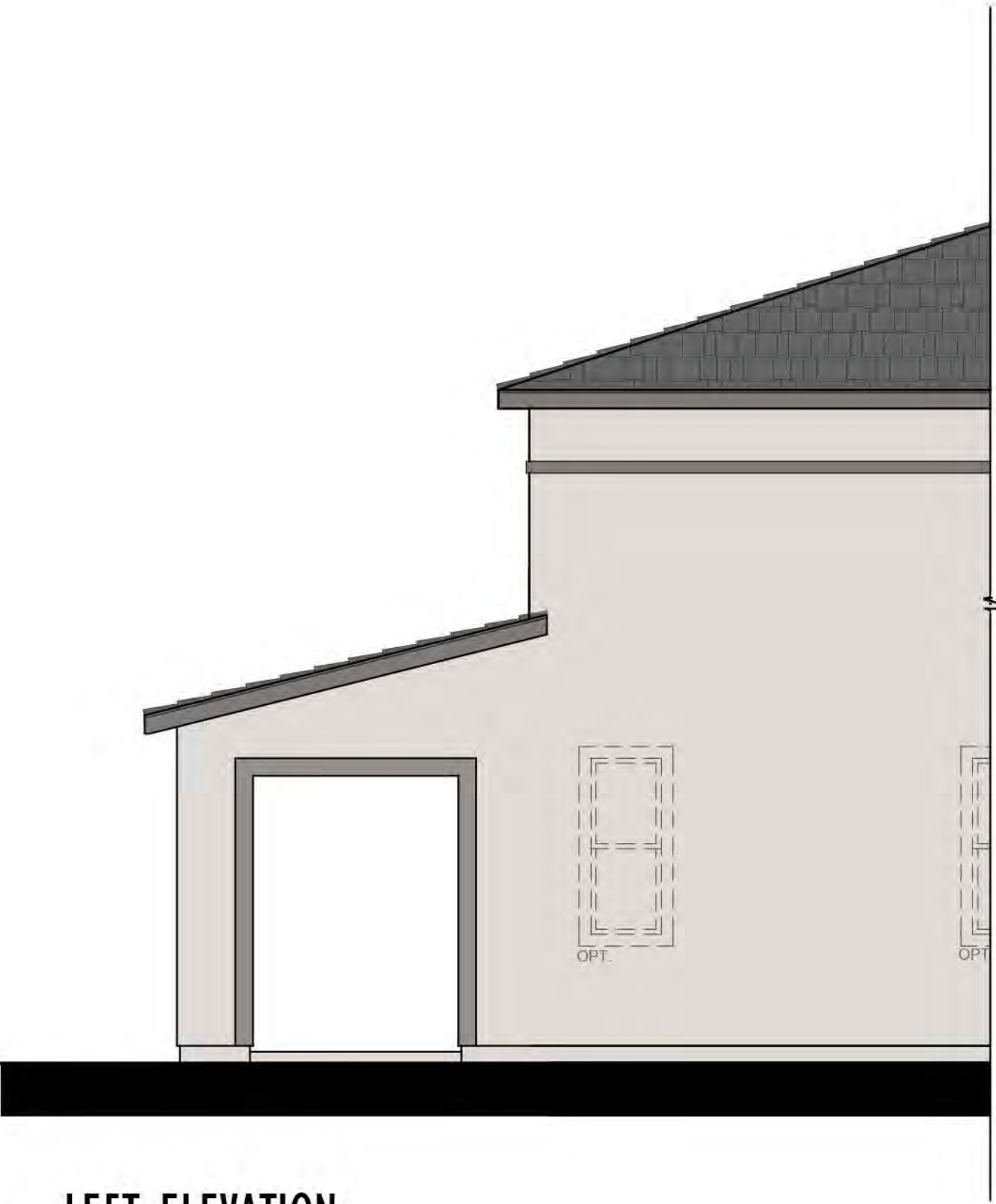
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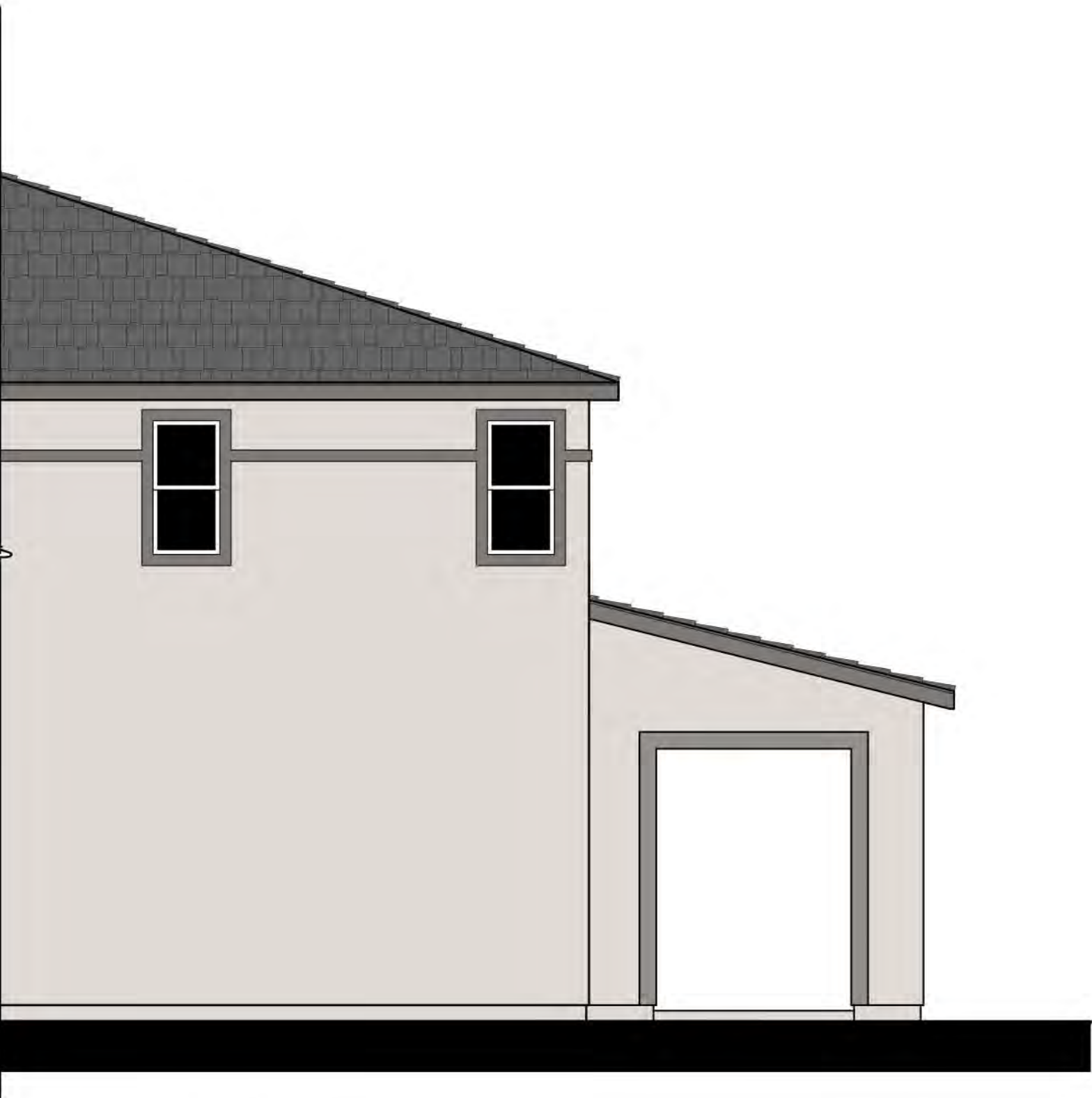
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N915 - LAPIS
EXTENDED COVERED PATIO ELEVATIONS D - PRAIRIE -

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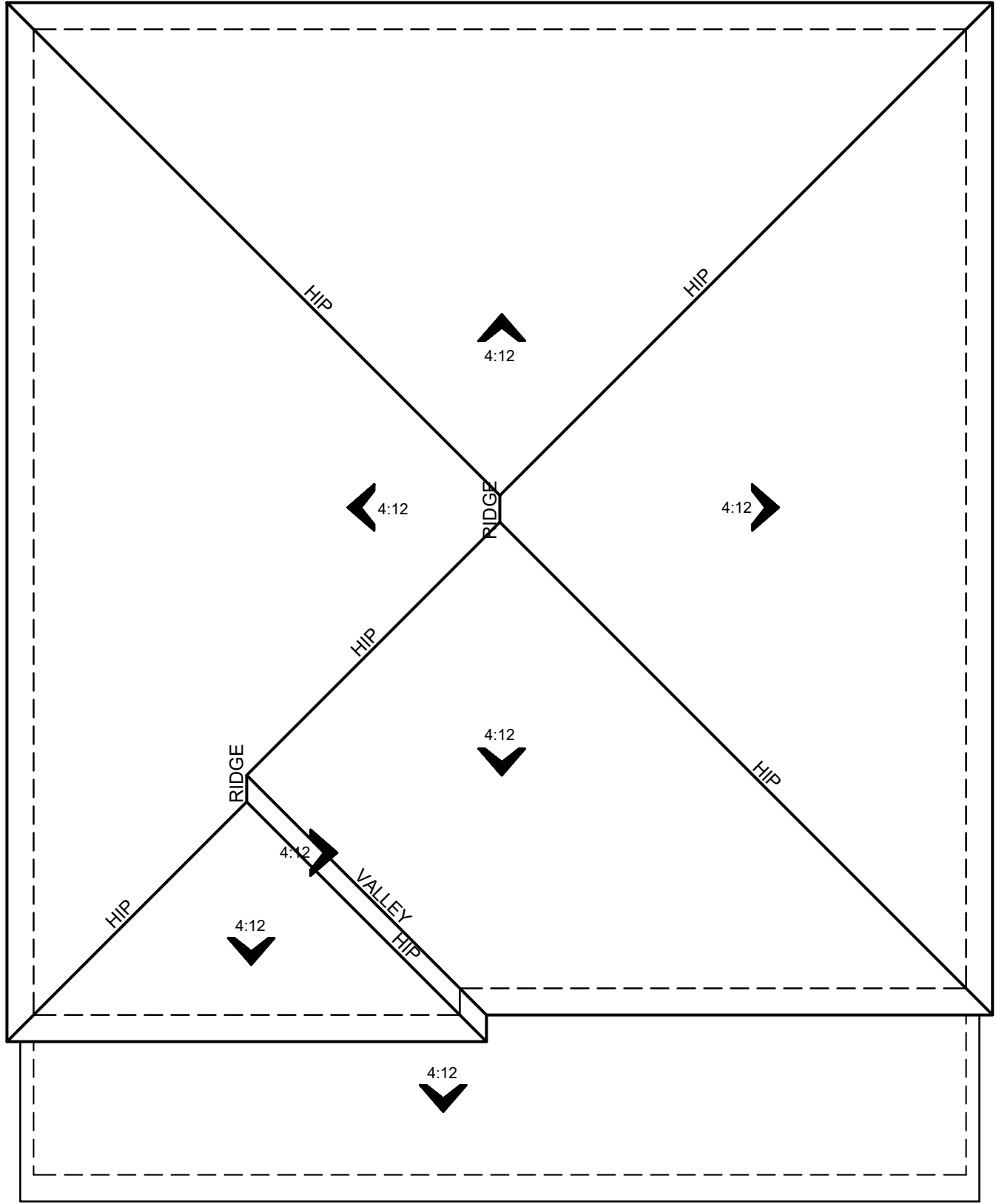
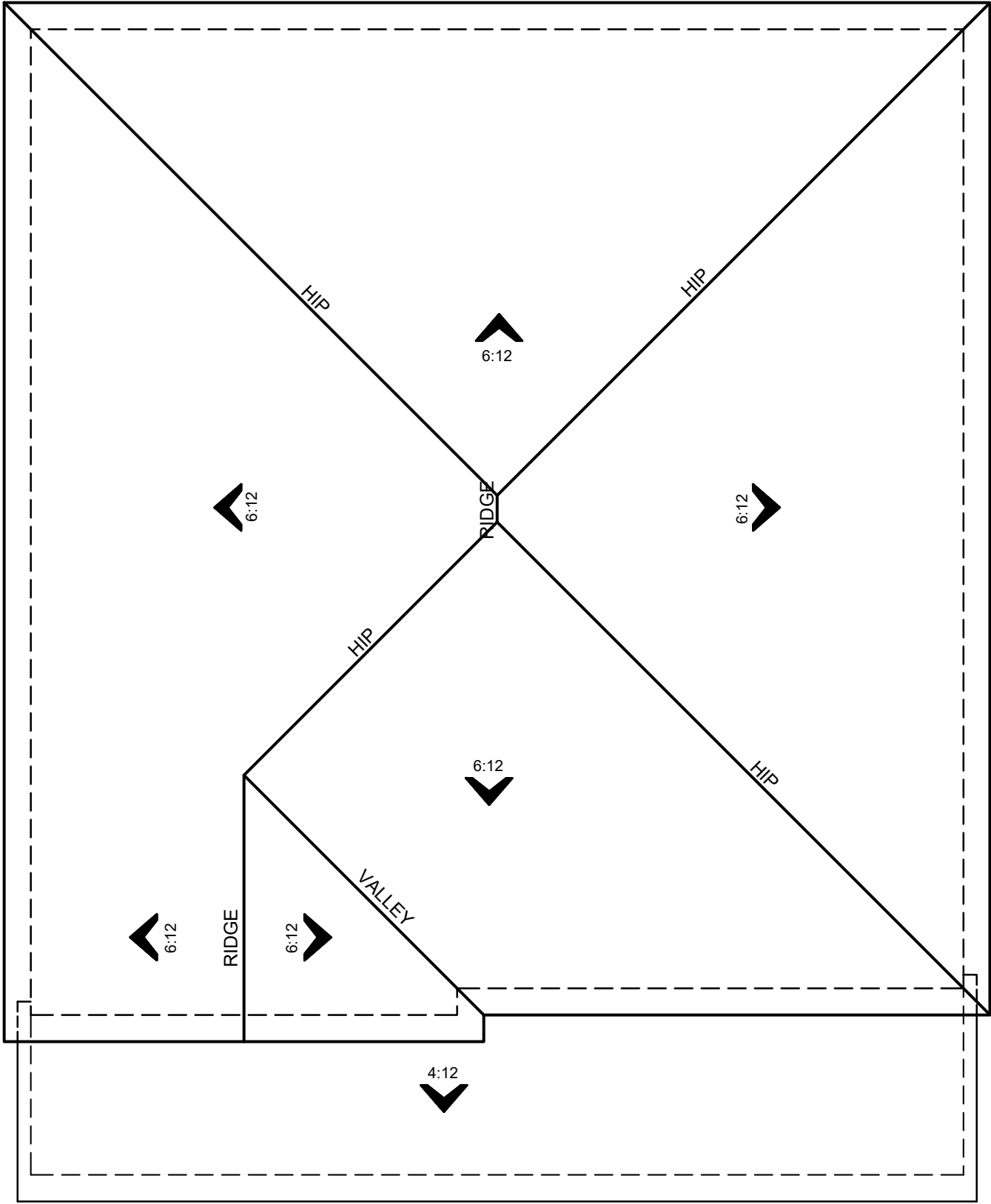
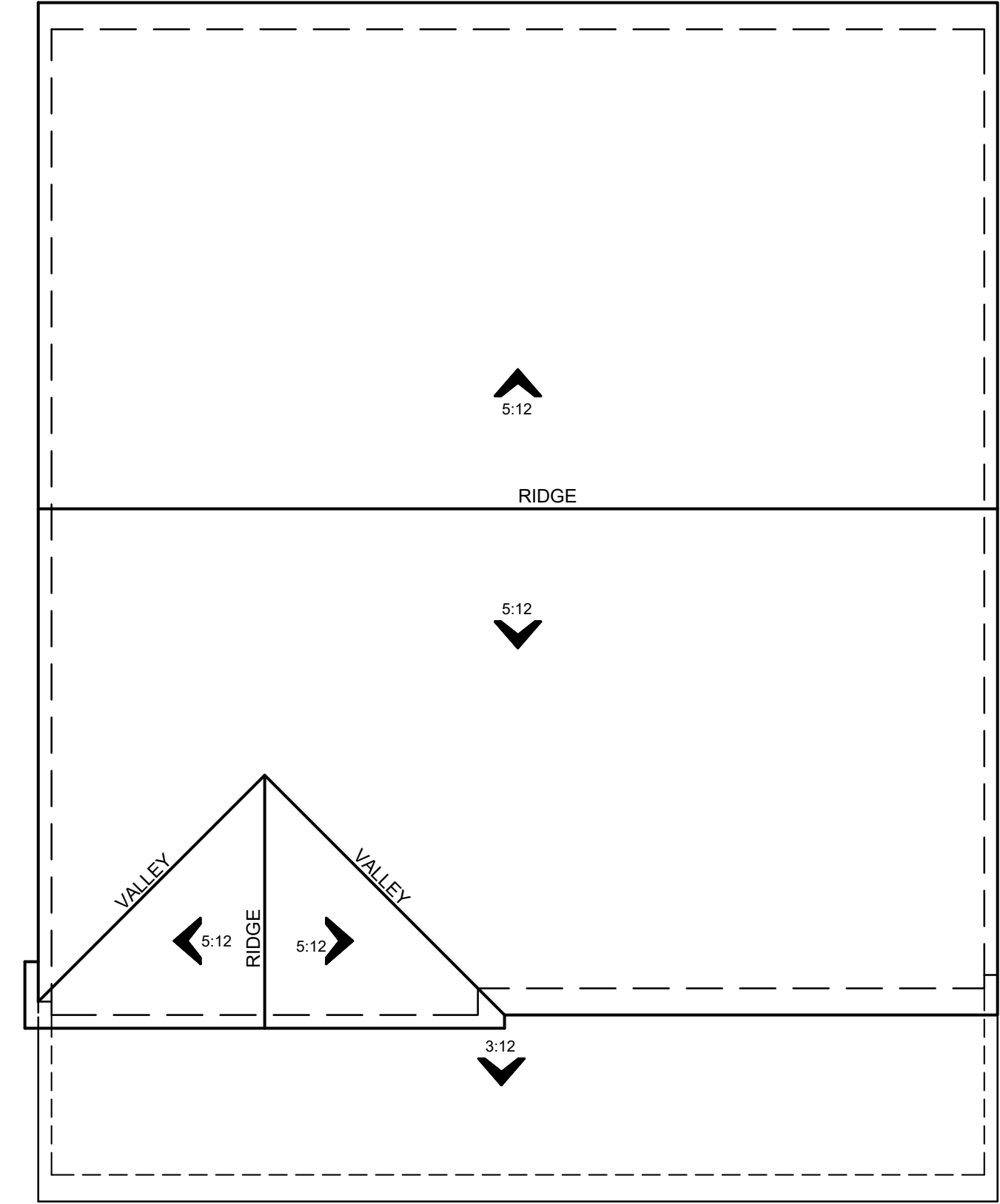
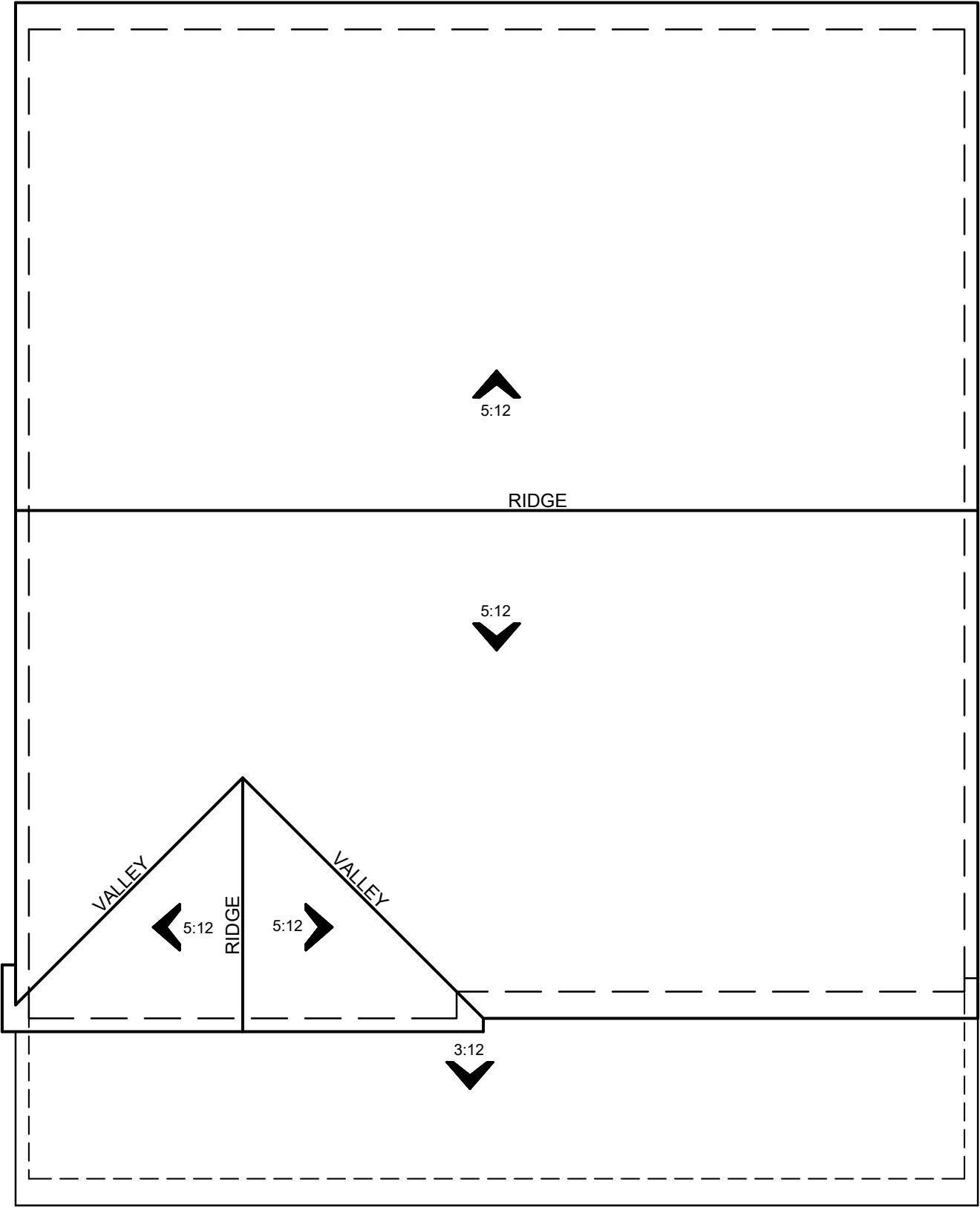
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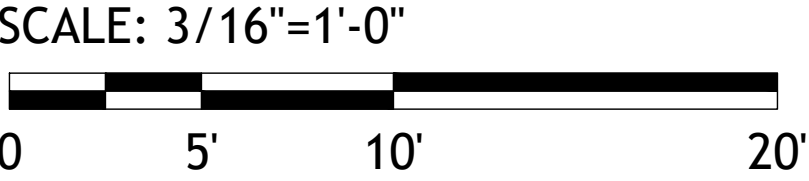
FARMHOUSE-A

CRAFTSMAN - B

WINE COUNTRY - C

PRAIRIE- D

N915 - LAPIS
ROOF PLANS



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N913 - PEARL

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

AREA TABULATION

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

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

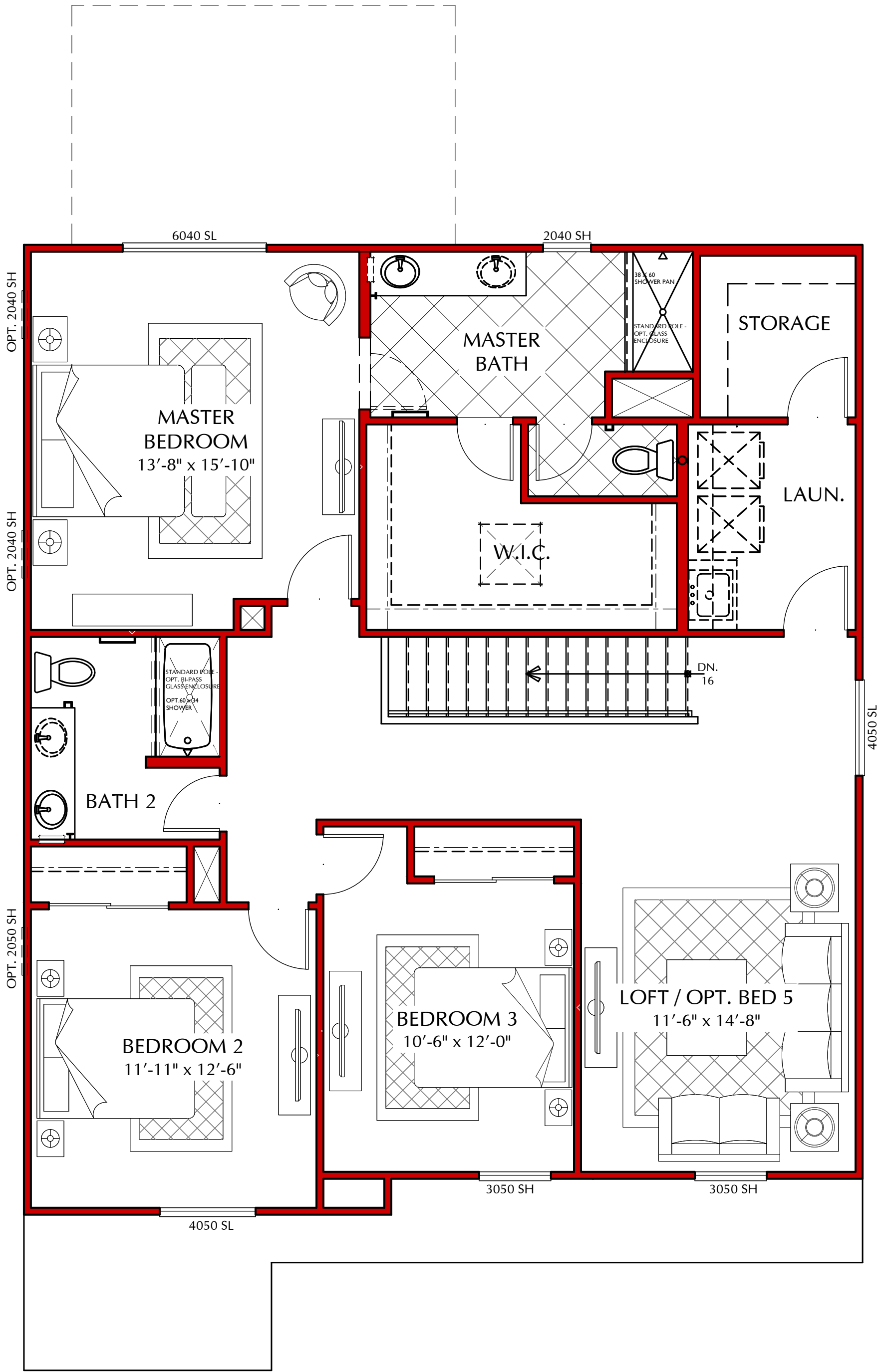


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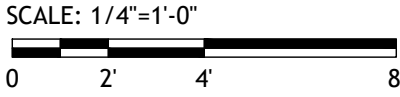
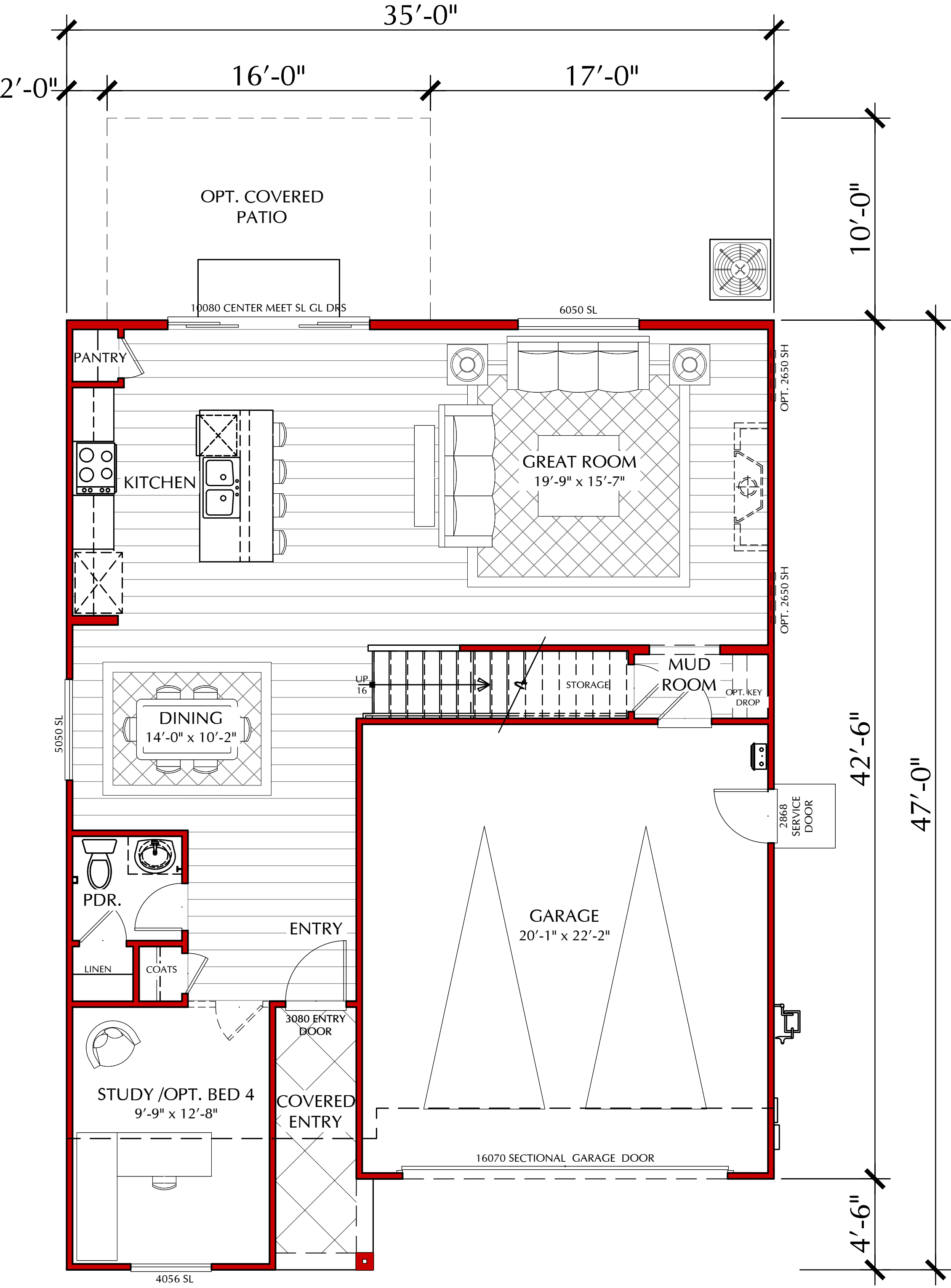
JOB # : 109-21153
DATE: NOVEMBER 5TH, 2021

SECOND FLOOR



N913 - PEARL
FLOOR PLAN

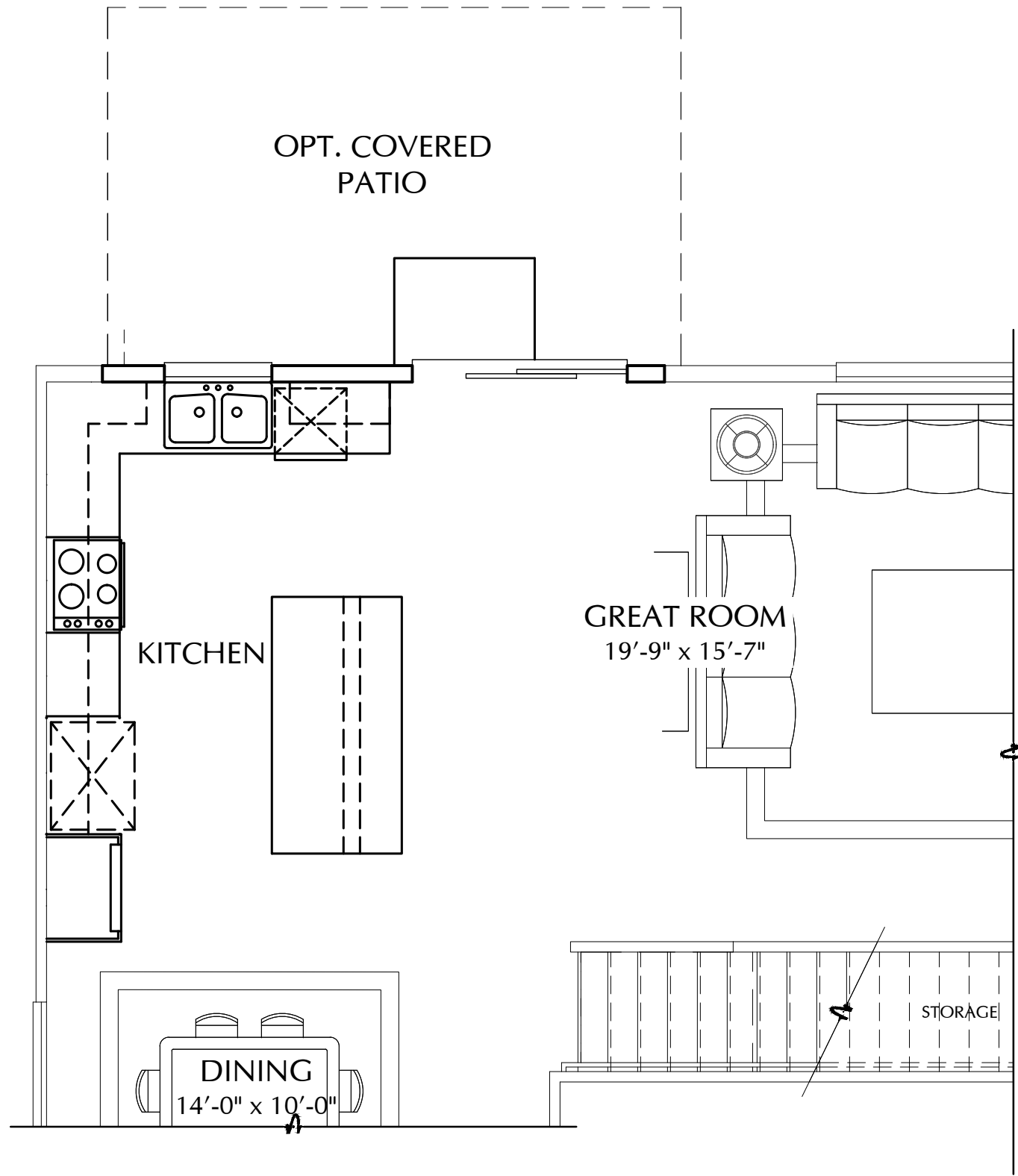
FIRST FLOOR



FLOOR PLAN REFLECTS 'A' ELEVATION

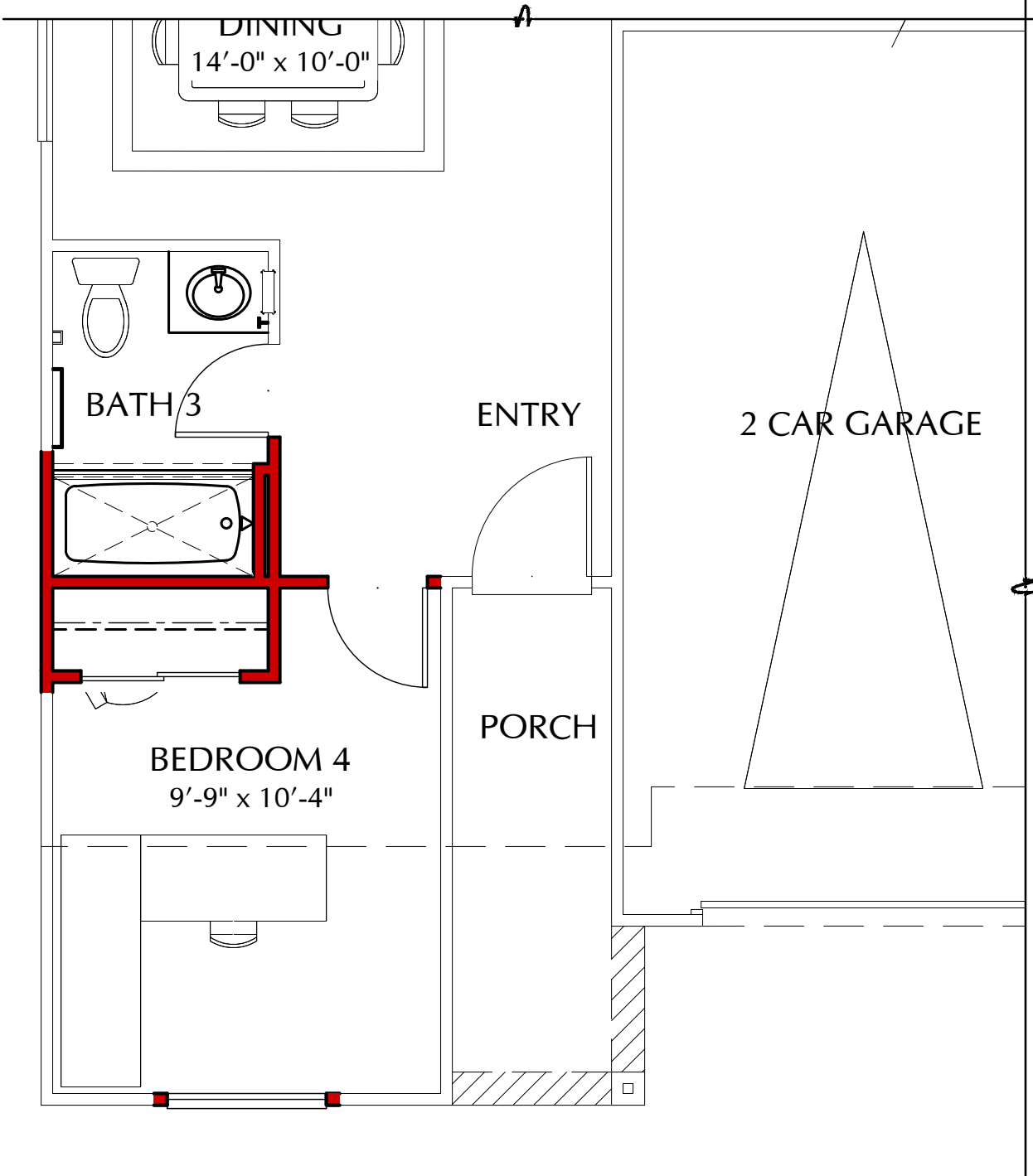


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OPT. ALT. KITCHEN PLAN N913

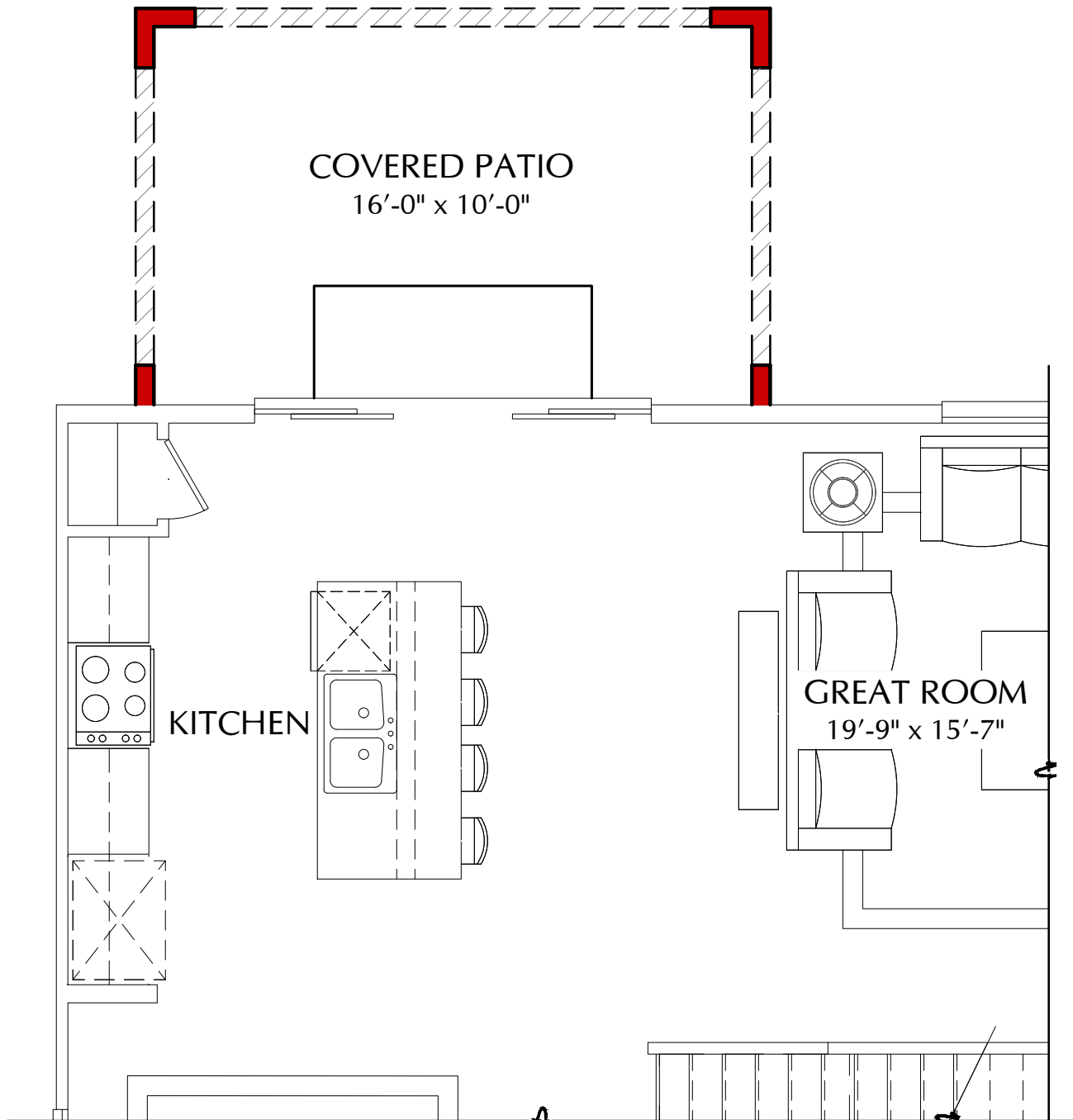
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OPT. BEDROOM 4 / BATH 3 PLAN N913

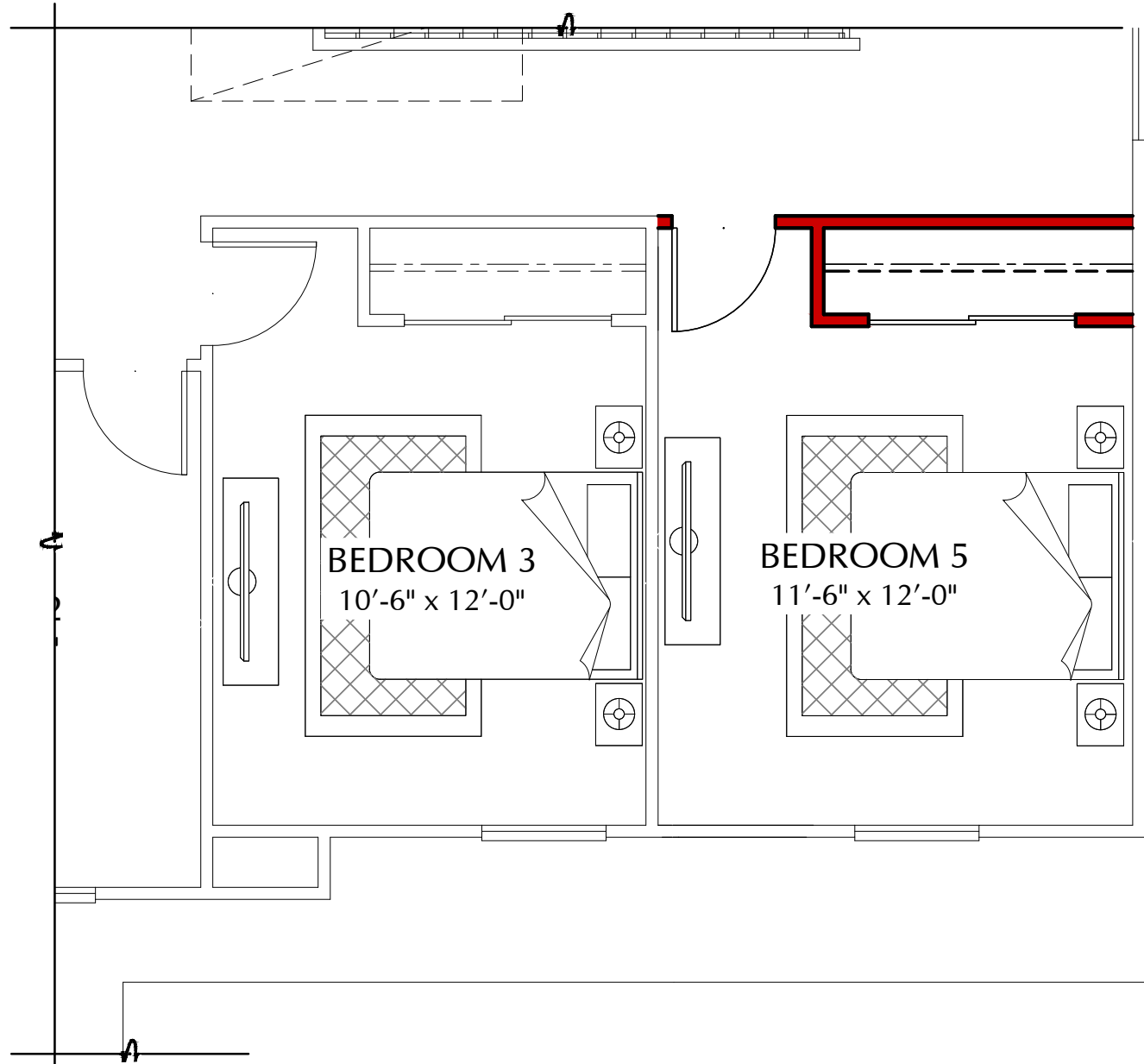
IN LIEU OF STUDY

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



OPT. COVERED PATIO PLAN N913

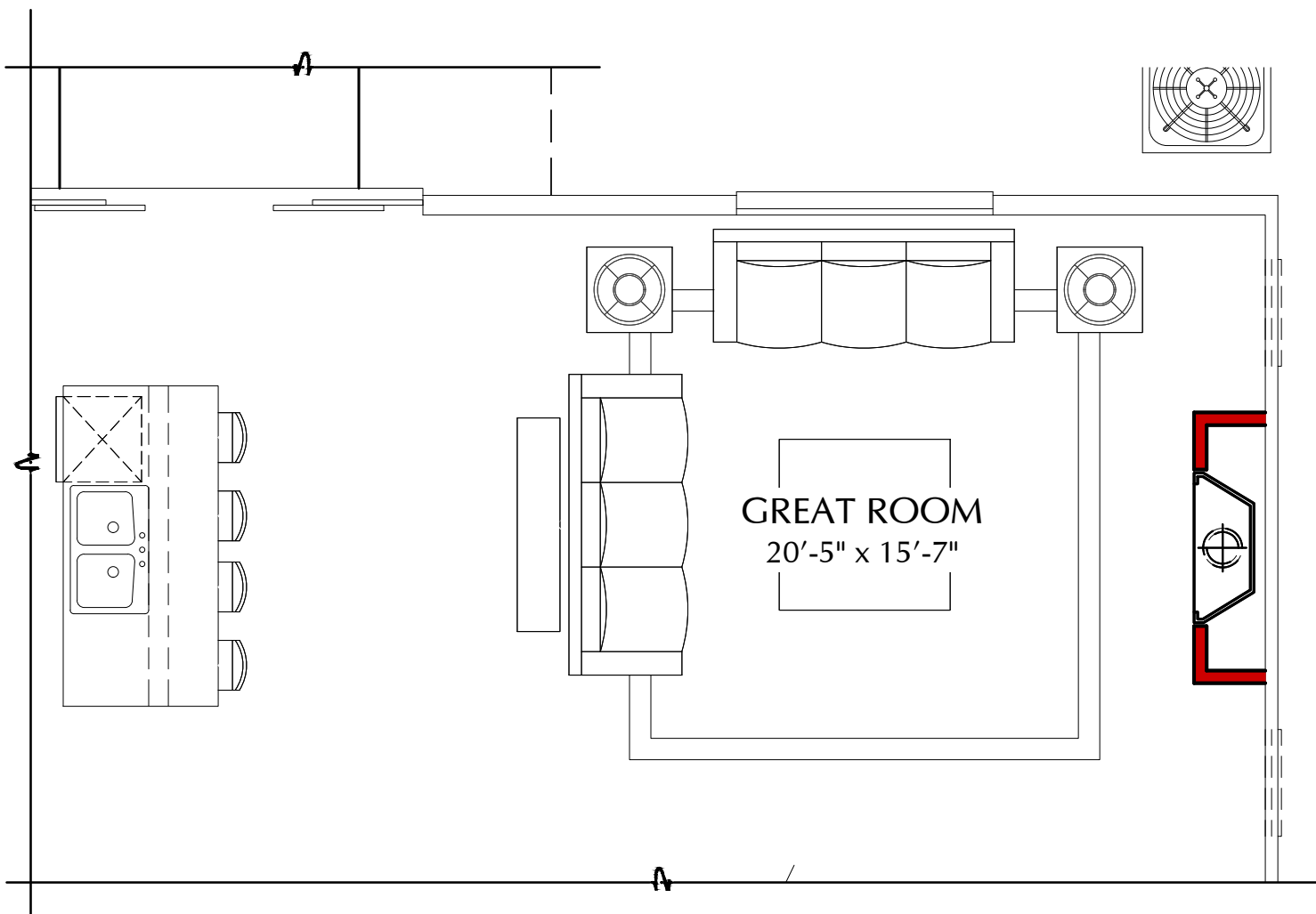
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OPT. BEDROOM 5 PLAN N913

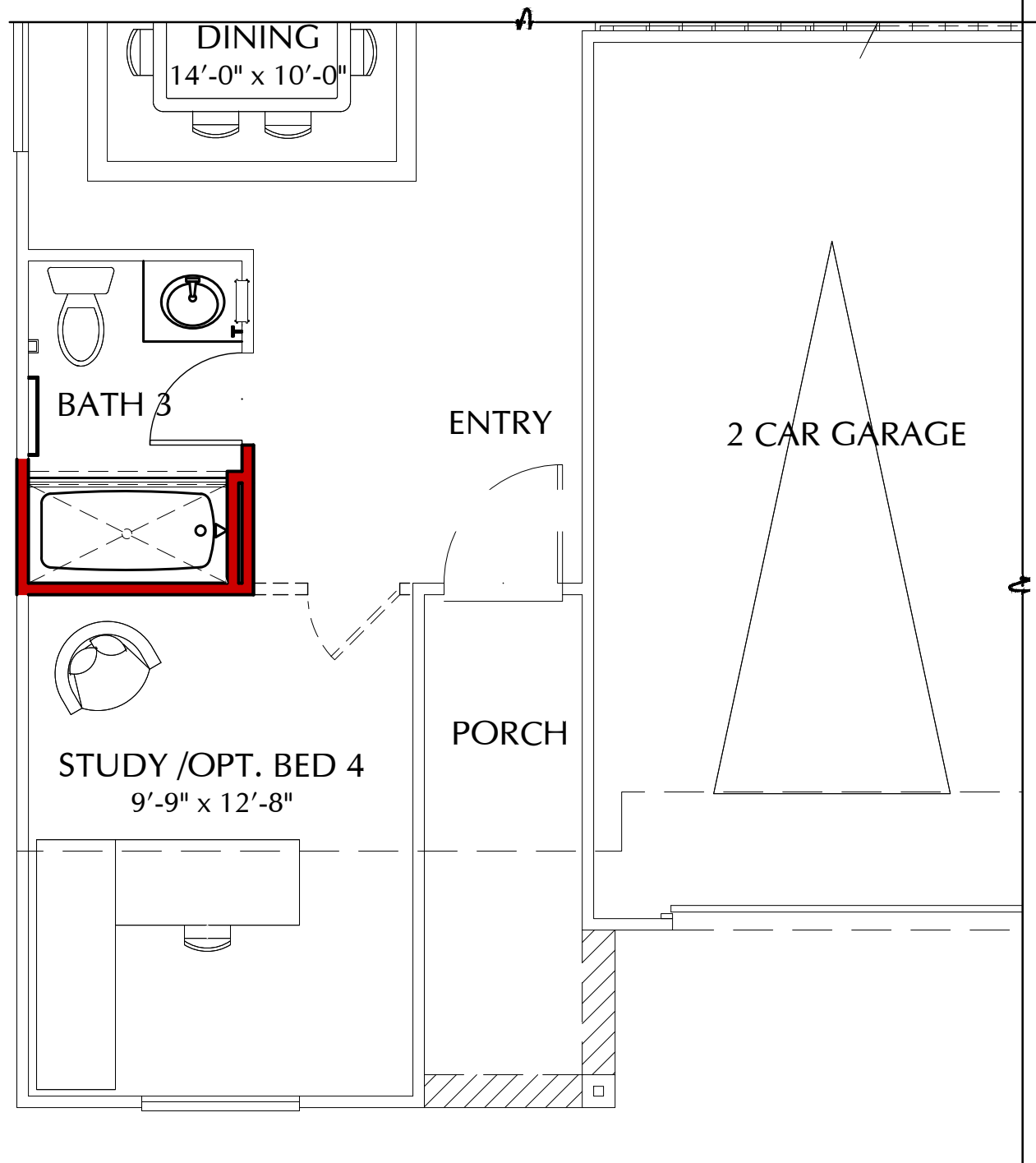
IN LIEU OF LOFT

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



OPT. FIREPLACE PLAN N913

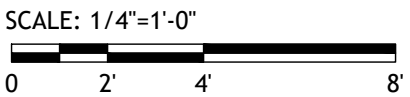
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OPT. BATH 3 AT STUDY PLAN N913

IN LIEU OF LOFT

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



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FARMHOUSE-A



CRAFTSMAN - B

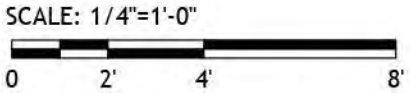


WINE COUNTRY - C



PRAIRIE- D

N913 - PEARL
FRONT ELEVATIONS



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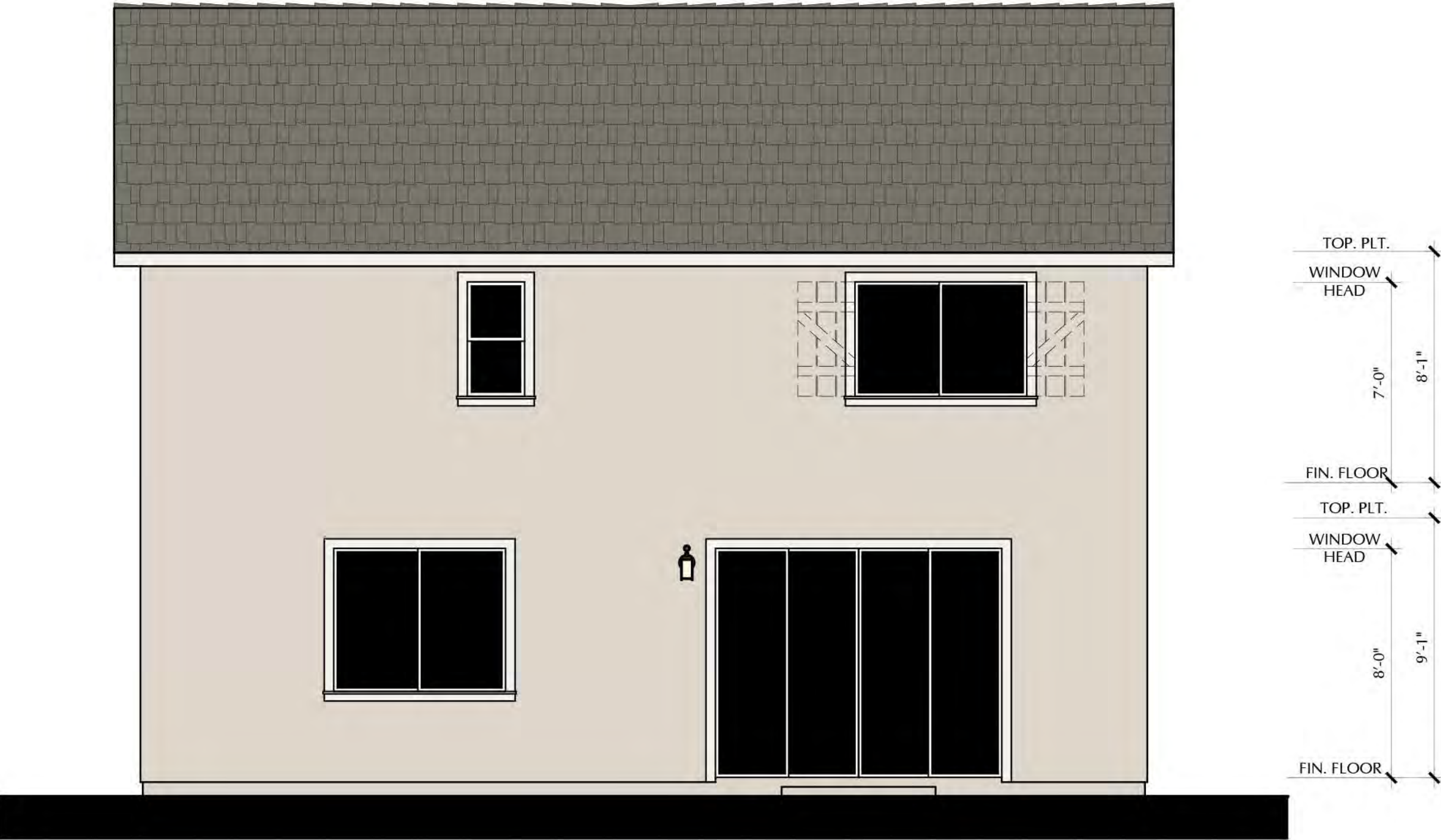
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FRONT ELEVATION - FARMHOUSE

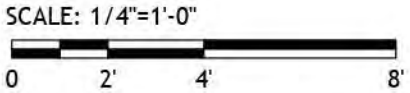


REAR ELEVATION - FARMHOUSE

N913 - PEARL
FRONT & REAR ELEVATIONS A

SEASONS AT MONTELENA
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LEFT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N913 - PEARL
SIDE ELEVATIONS A

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



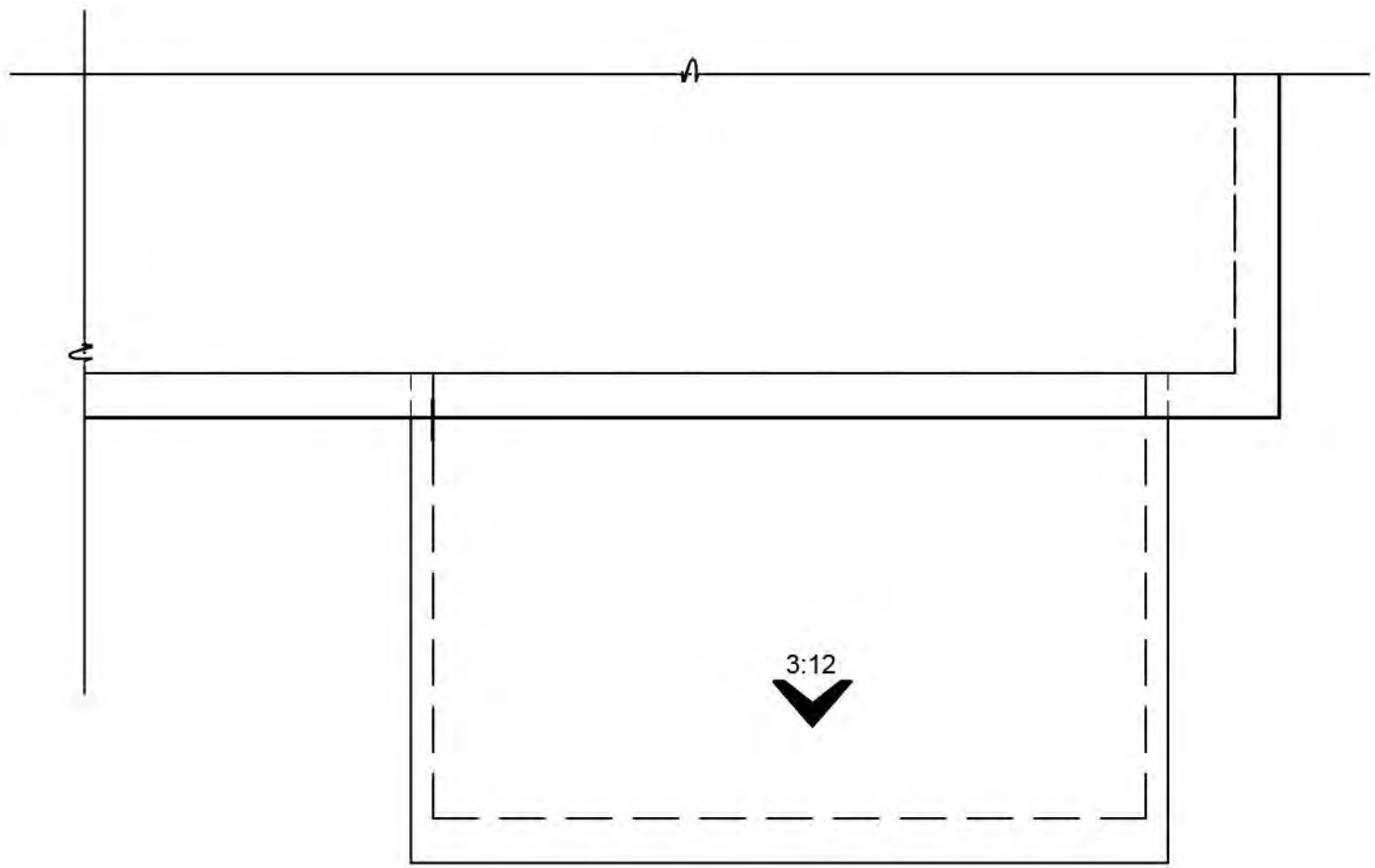
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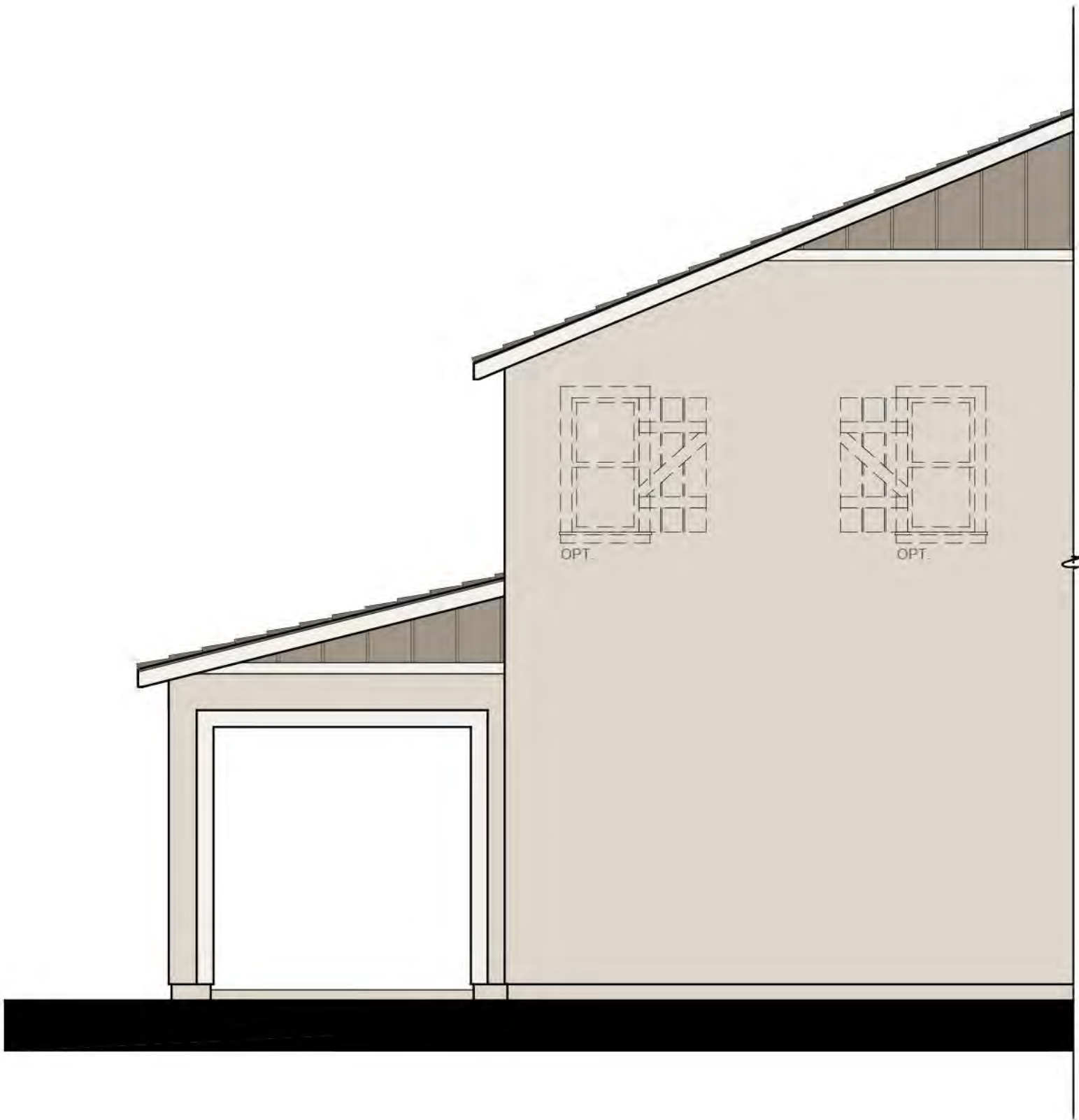
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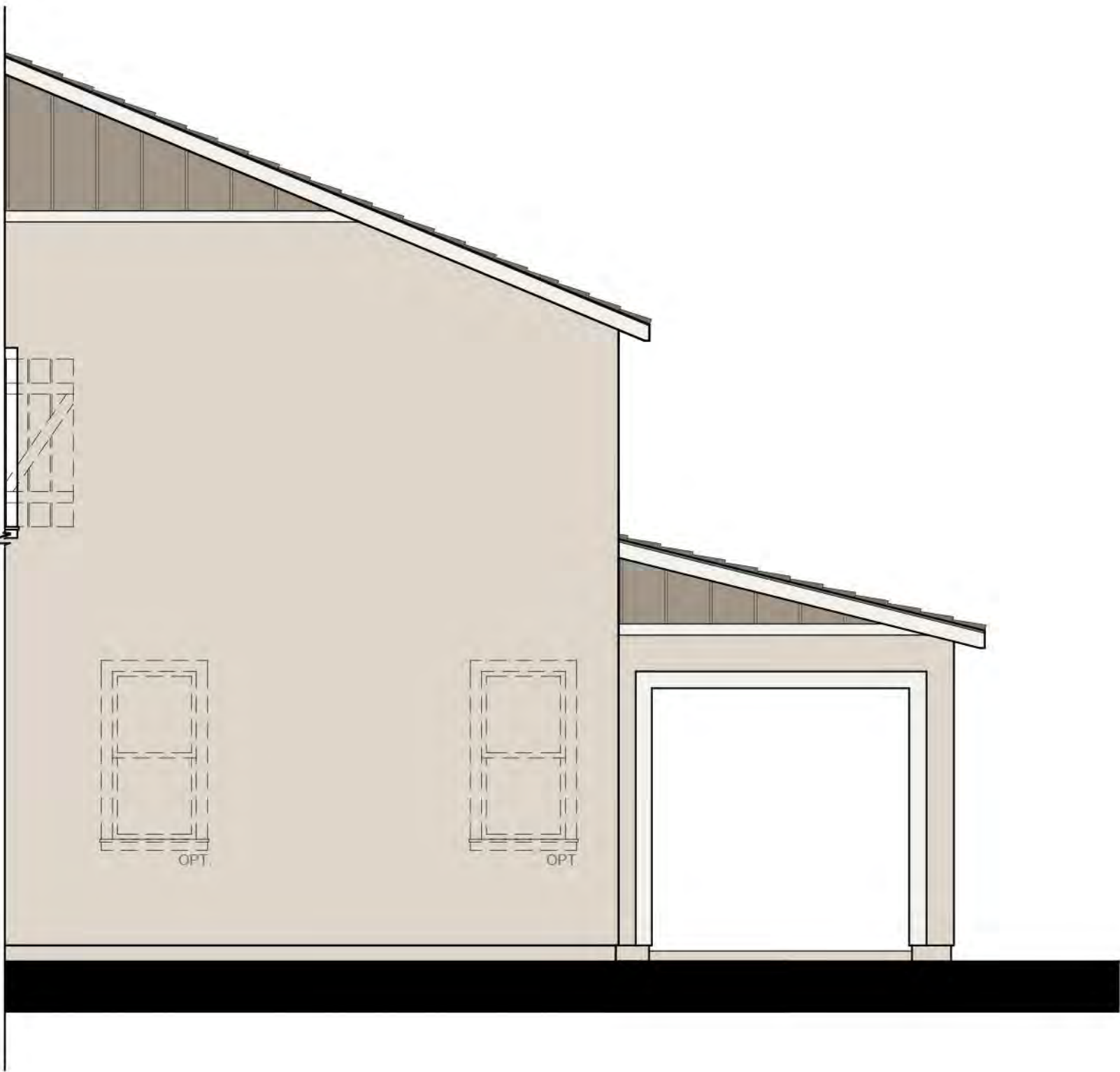
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N913 - PEARL
COVERED PATIO ELEVATIONS A - FARMHOUSE -

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



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FRONT ELEVATION - CRAFTSMAN



REAR ELEVATION - CRAFTSMAN

N913 - PEARL
FRONT & REAR ELEVATIONS B

SEASONS AT MONTELENA
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SCALE: 1/4"=1'-0"
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LEFT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

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SIDE ELEVATIONS B

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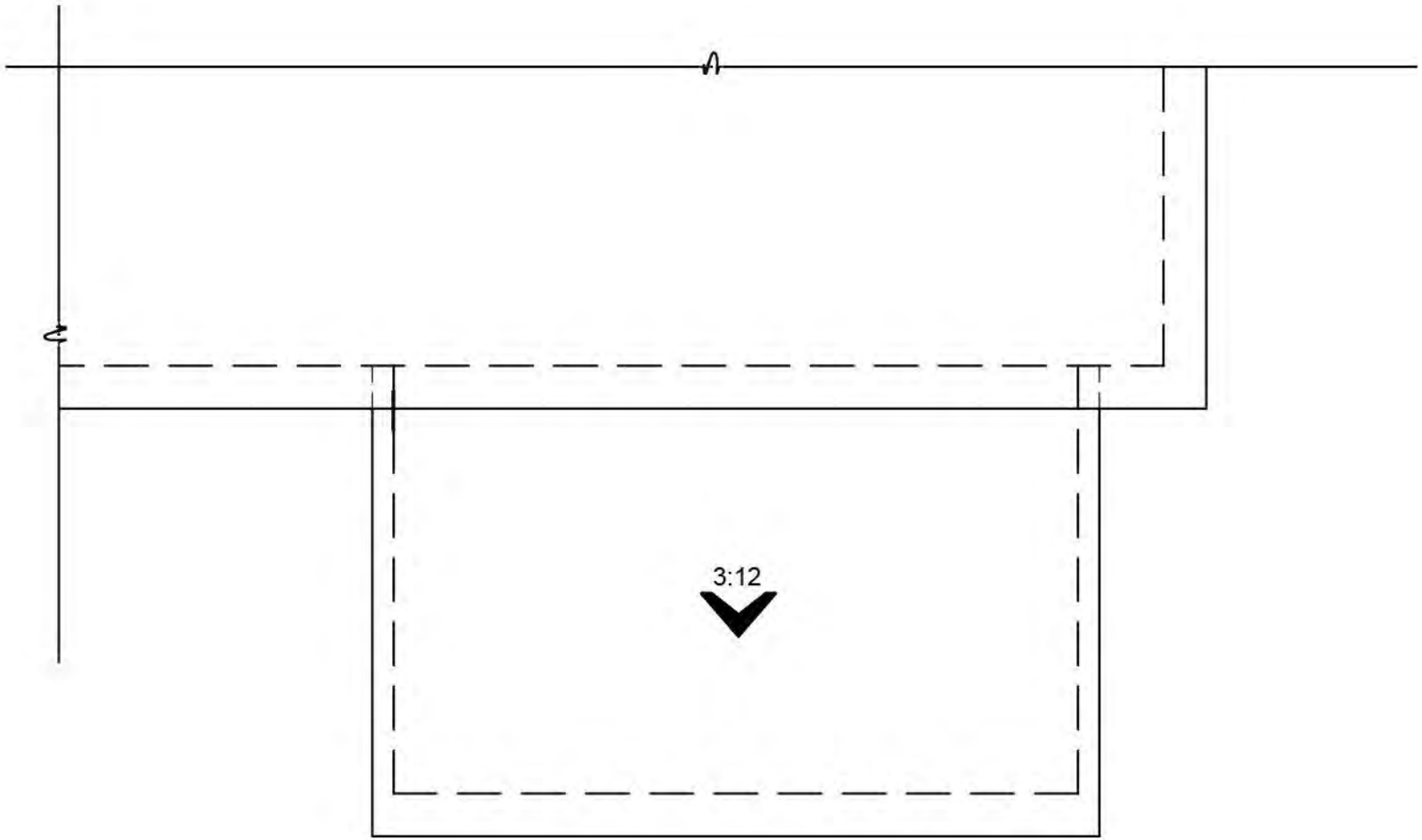
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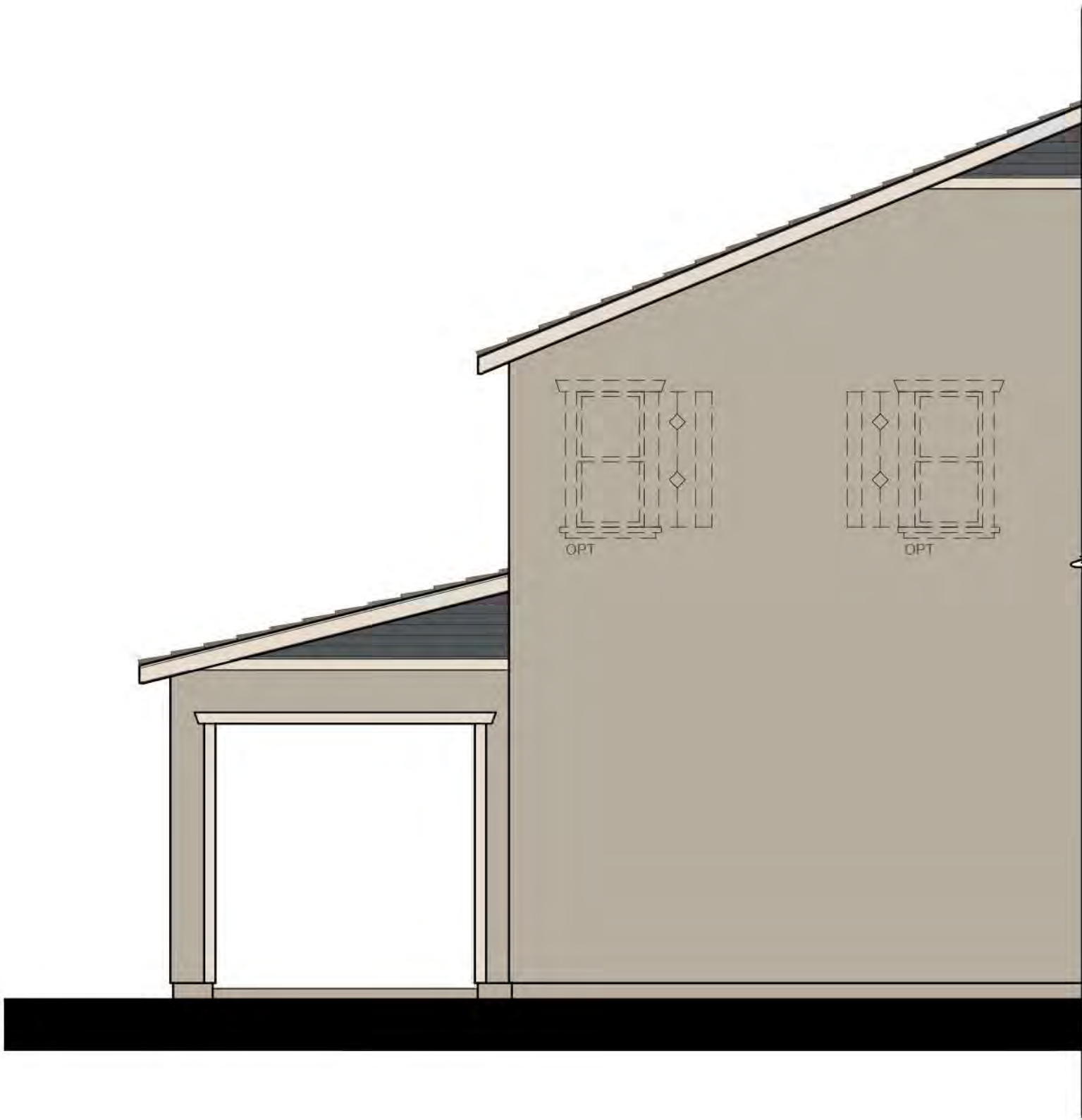
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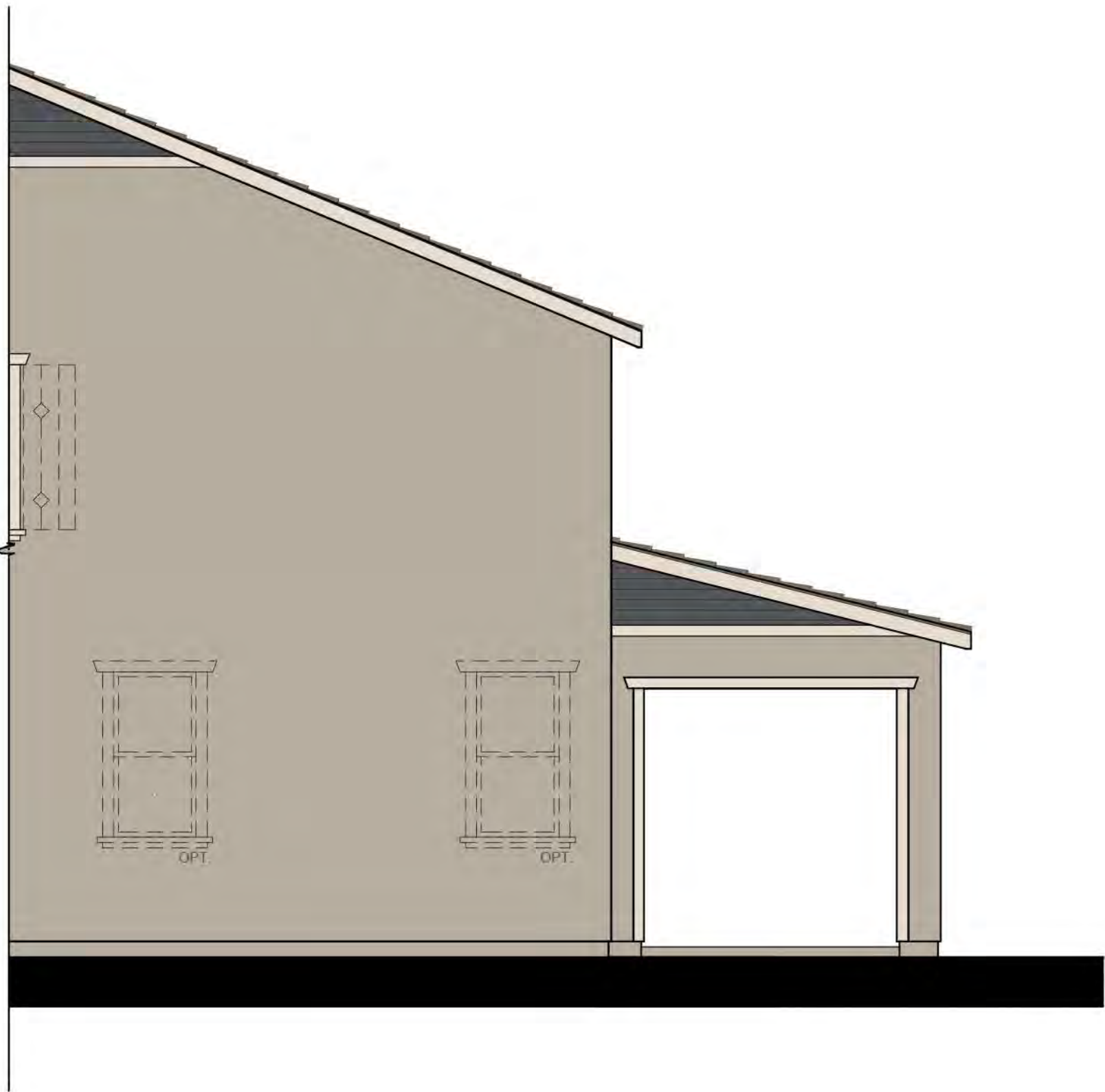
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N913 - PEARL
COVERED PATIO ELEVATIONS B - CRAFTSMAN -

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



FRONT ELEVATION - WINE COUNTRY



REAR ELEVATION - WINE COUNTRY

N913 - PEARL

FRONT & REAR ELEVATIONS C

SEASONS AT MONTELENA
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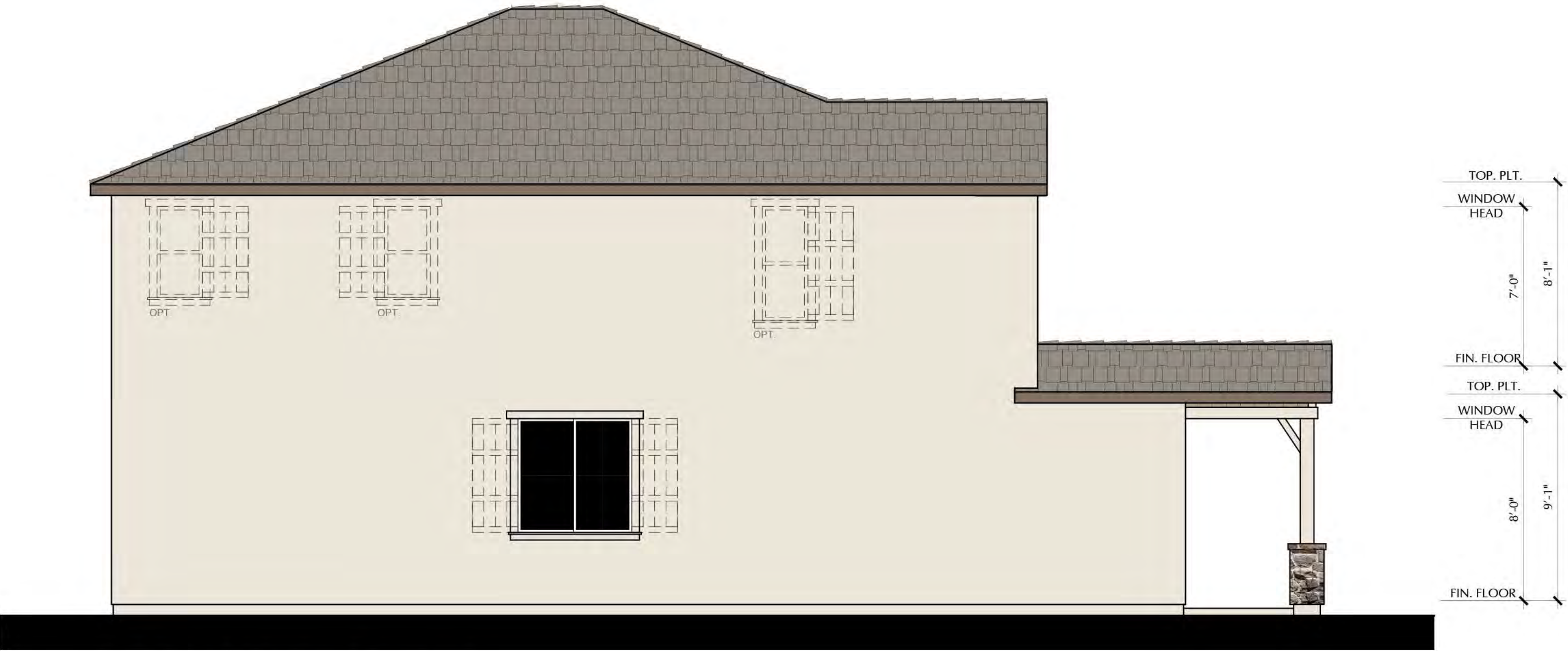
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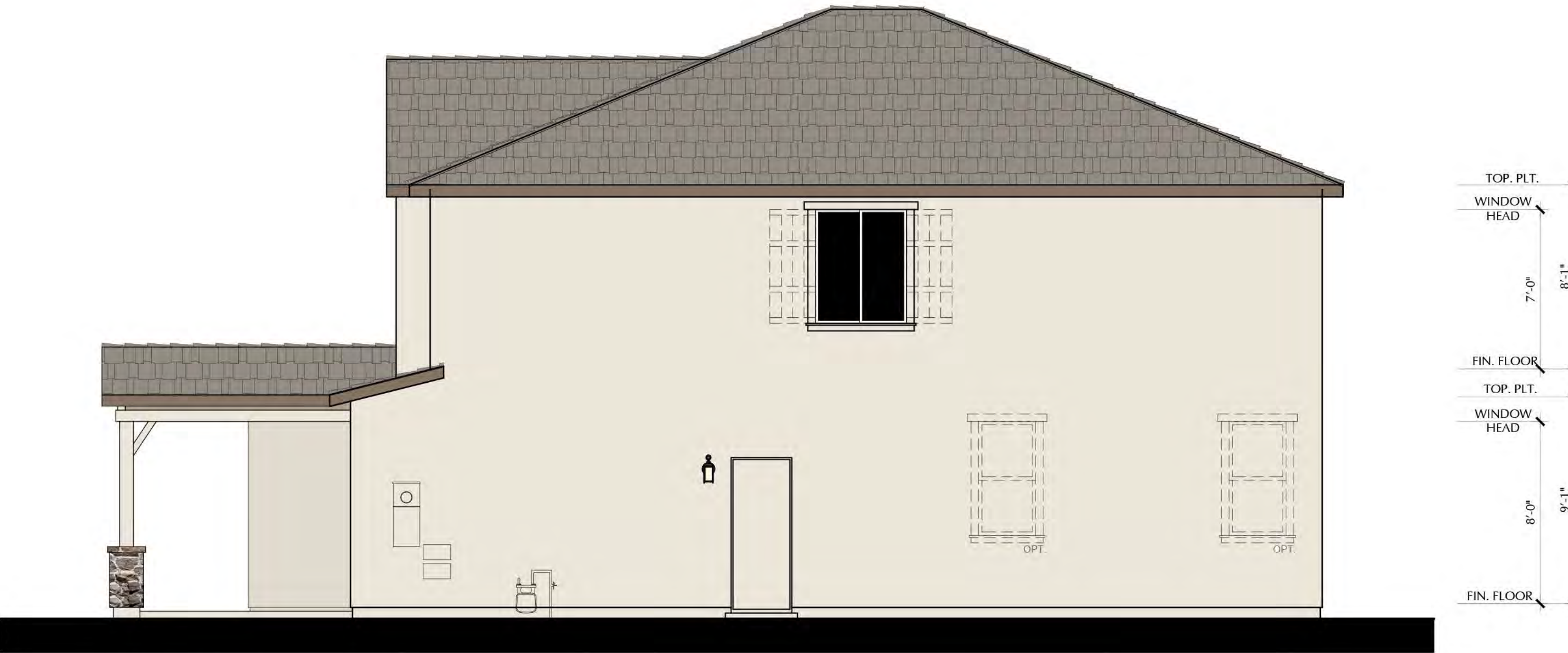
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LEFT ELEVATION - WINE COUNTRY



RIGHT ELEVATION - WINE COUNTRY

N913 - PEARL
SIDE ELEVATIONS C

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



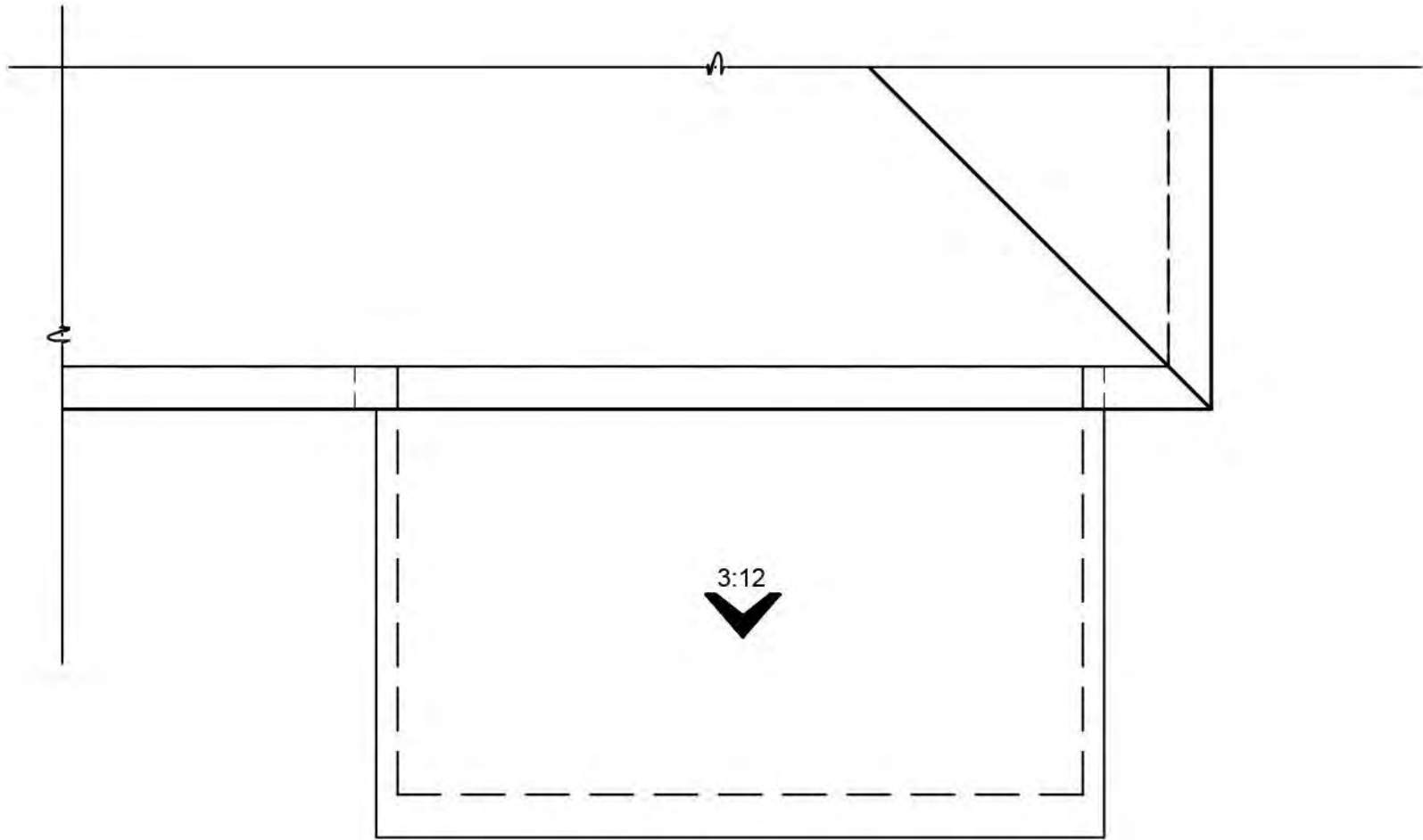
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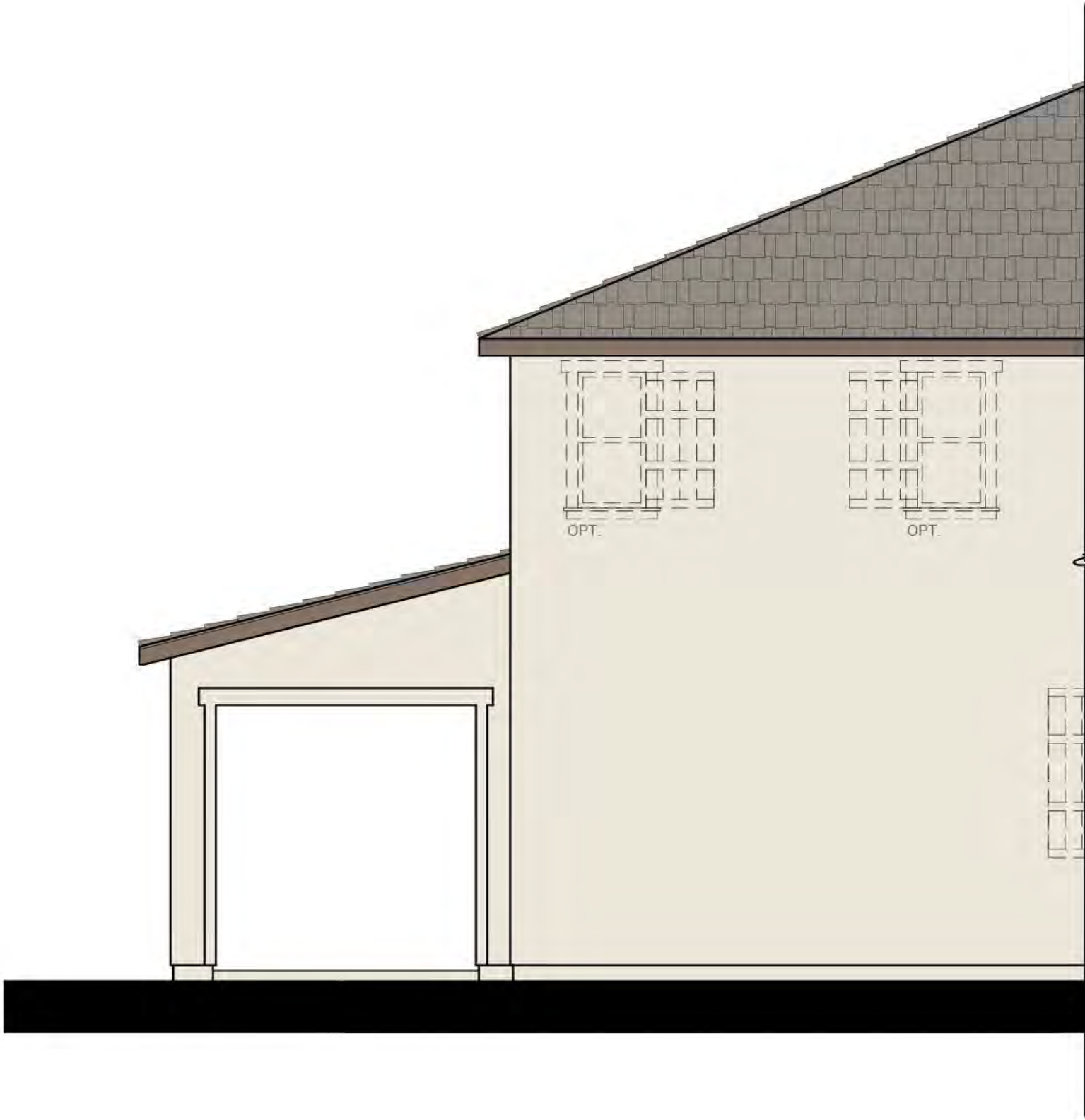
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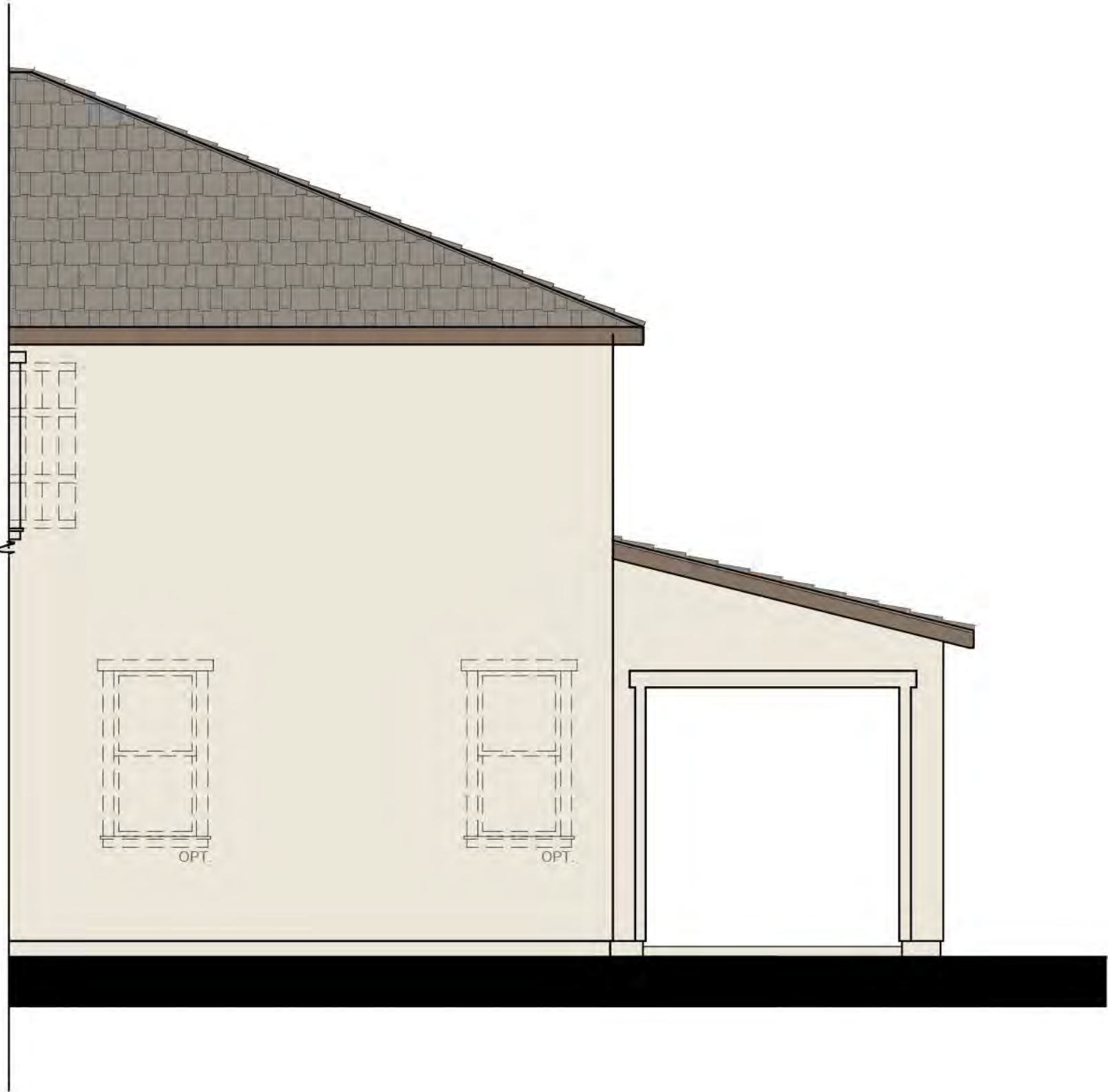
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N913 - PEARL
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

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



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FRONT ELEVATION - PRAIRIE



REAR ELEVATION - PRAIRIE

N913 - PEARL
FRONT & REAR ELEVATIONS D

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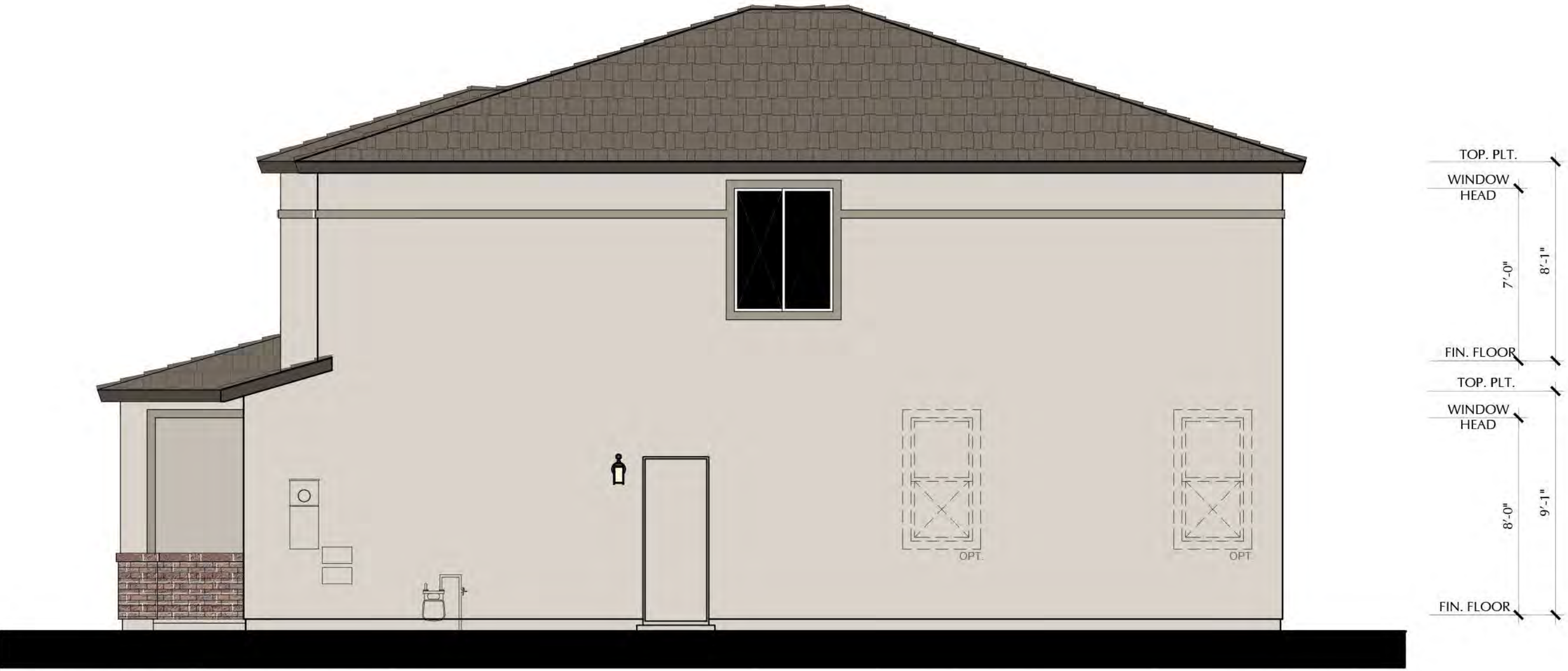
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LEFT ELEVATION - PRAIRIE



RIGHT ELEVATION - PRAIRIE

N913 - PEARL
SIDE ELEVATIONS D

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



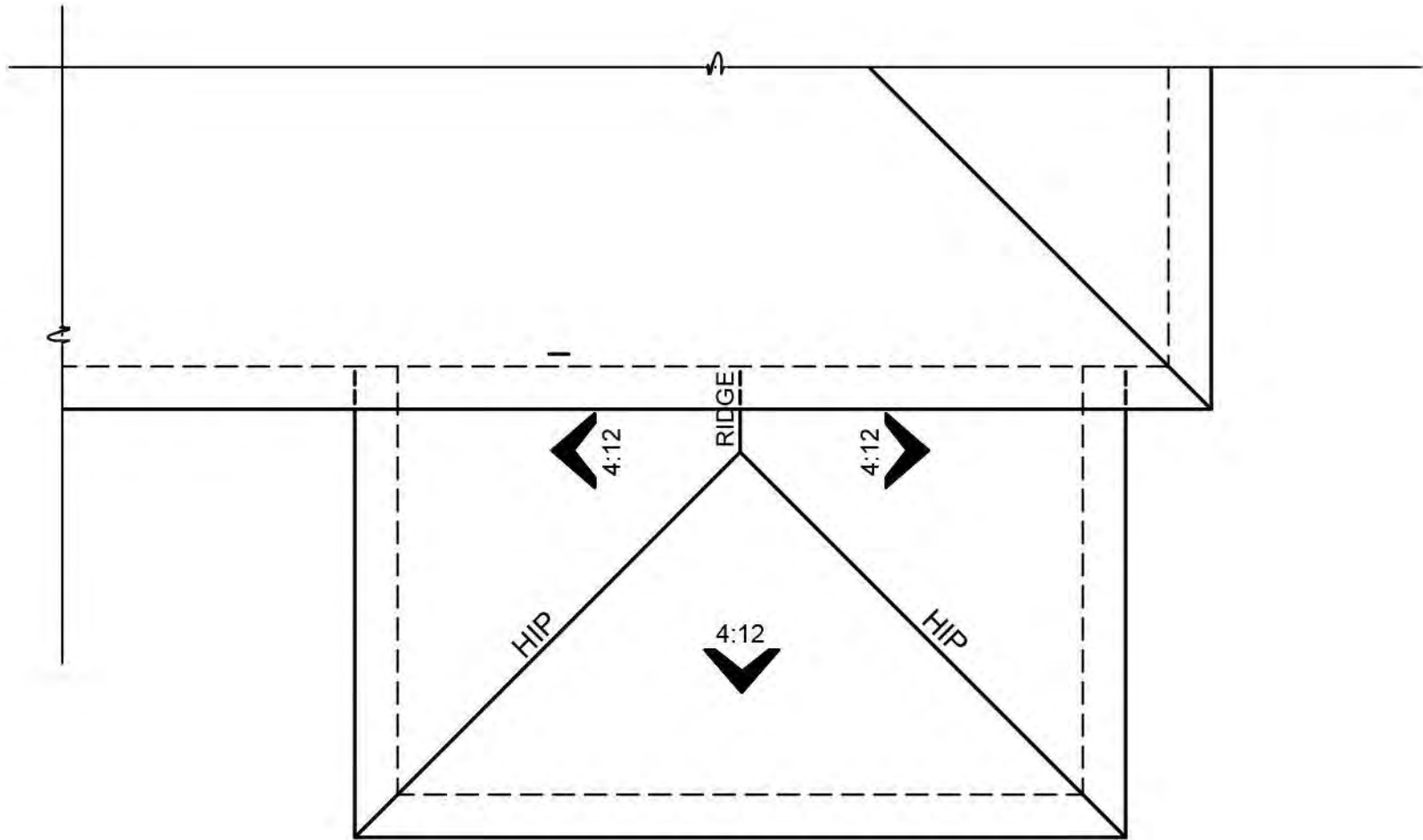
Richmond American Homes
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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

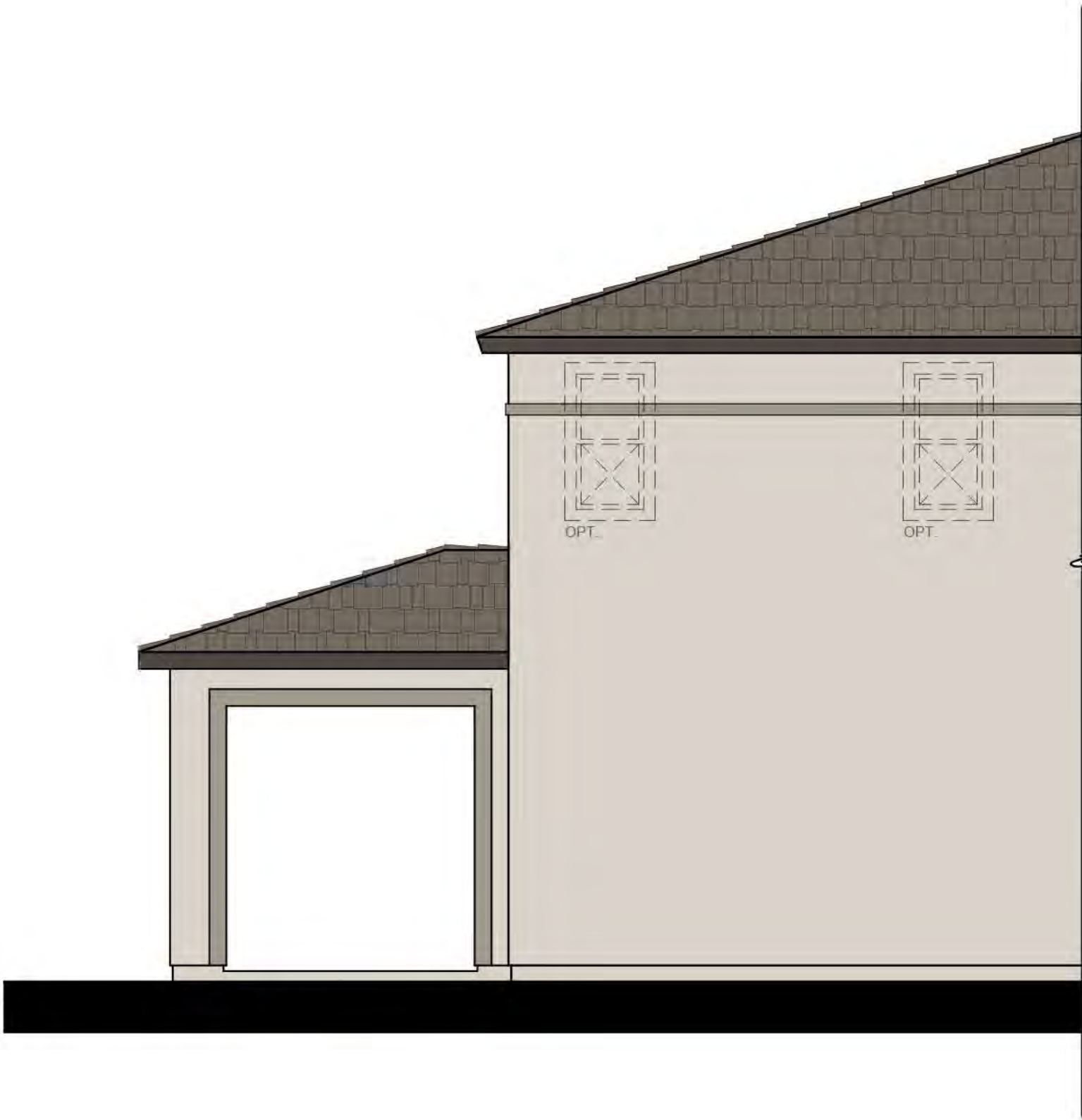
JOB # : 109-21153
DATE: NOVEMBER 5TH, 2021



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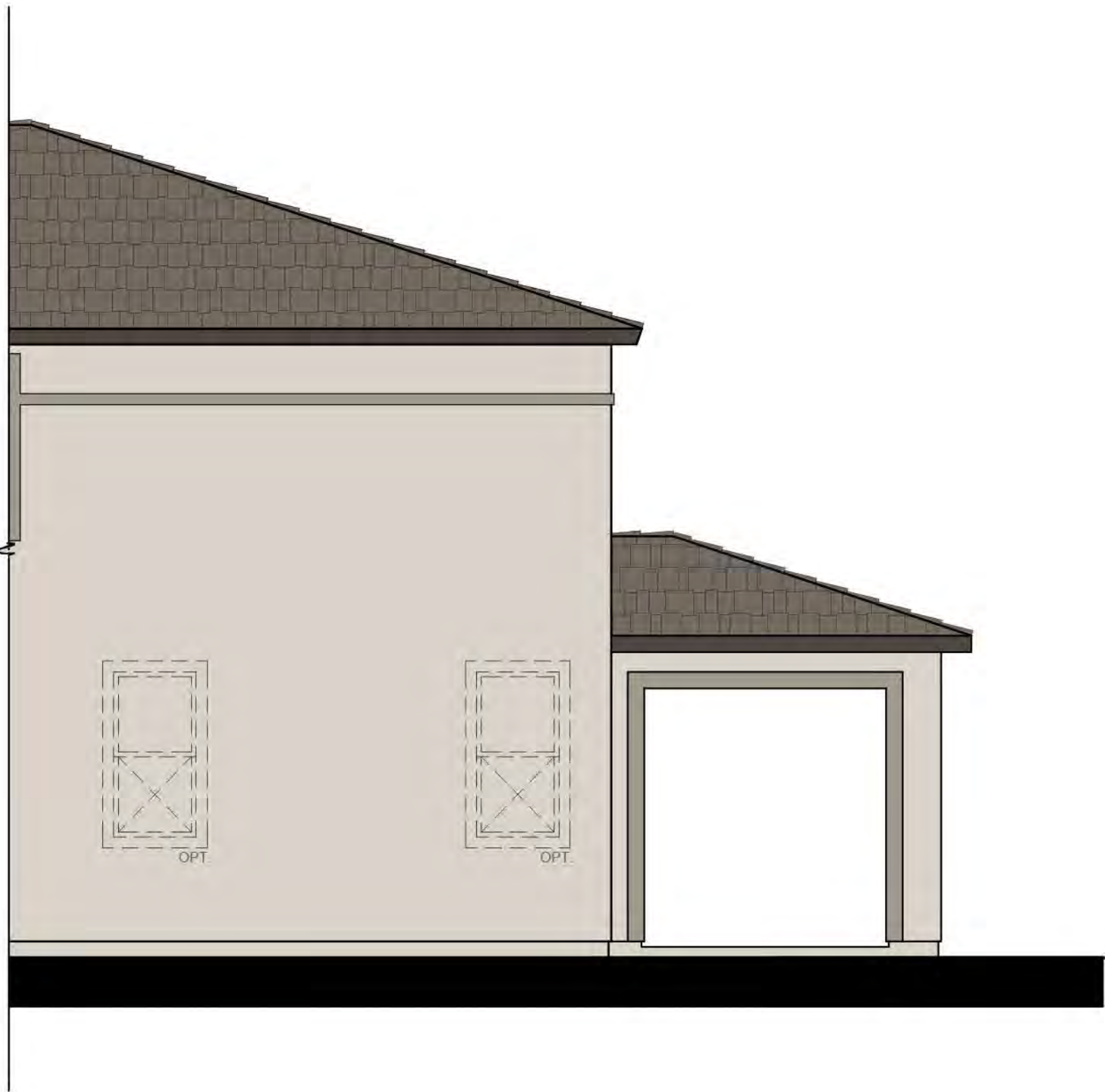
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N913 - PEARL
COVERED PATIO ELEVATIONS D - PRAIRIE -

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



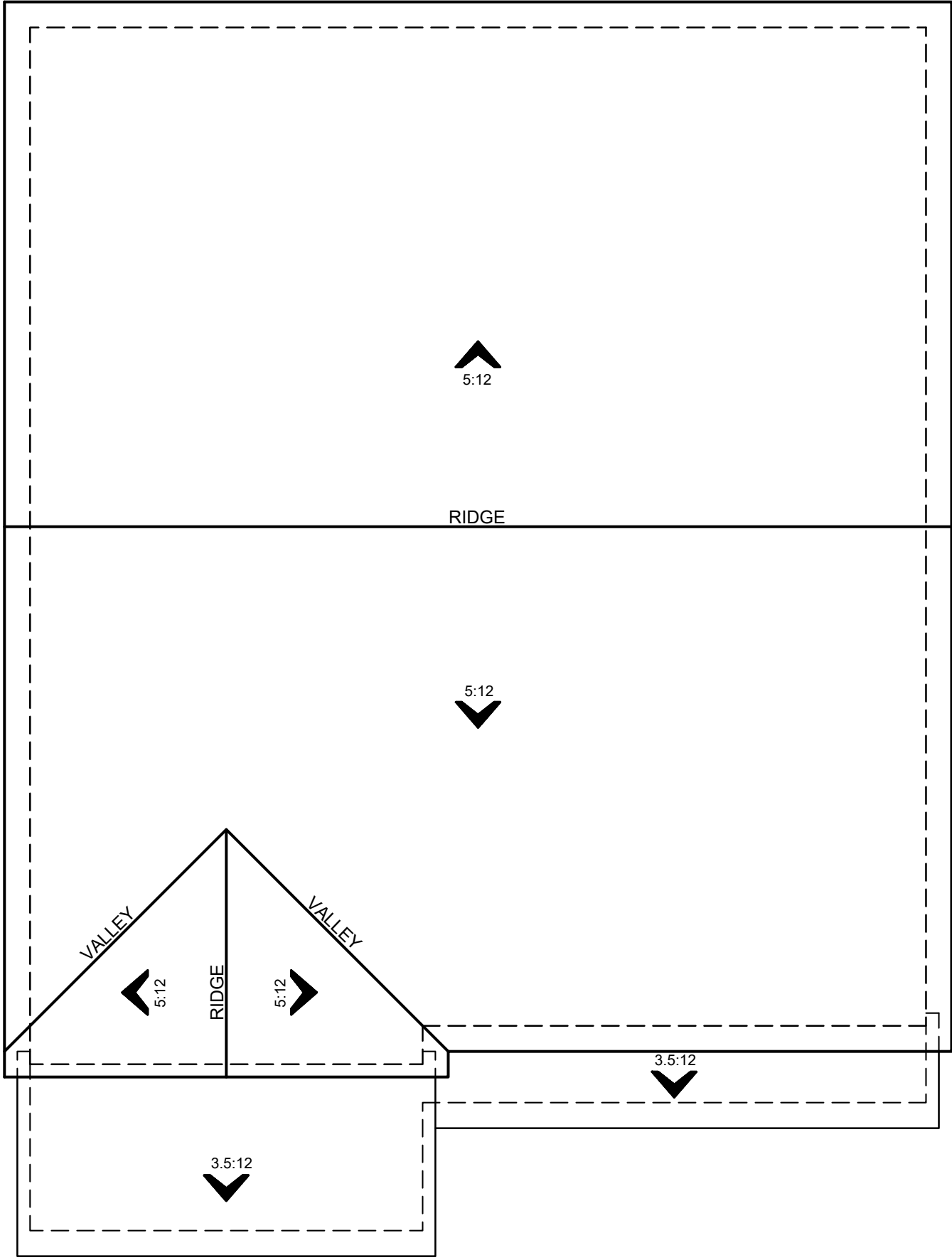
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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

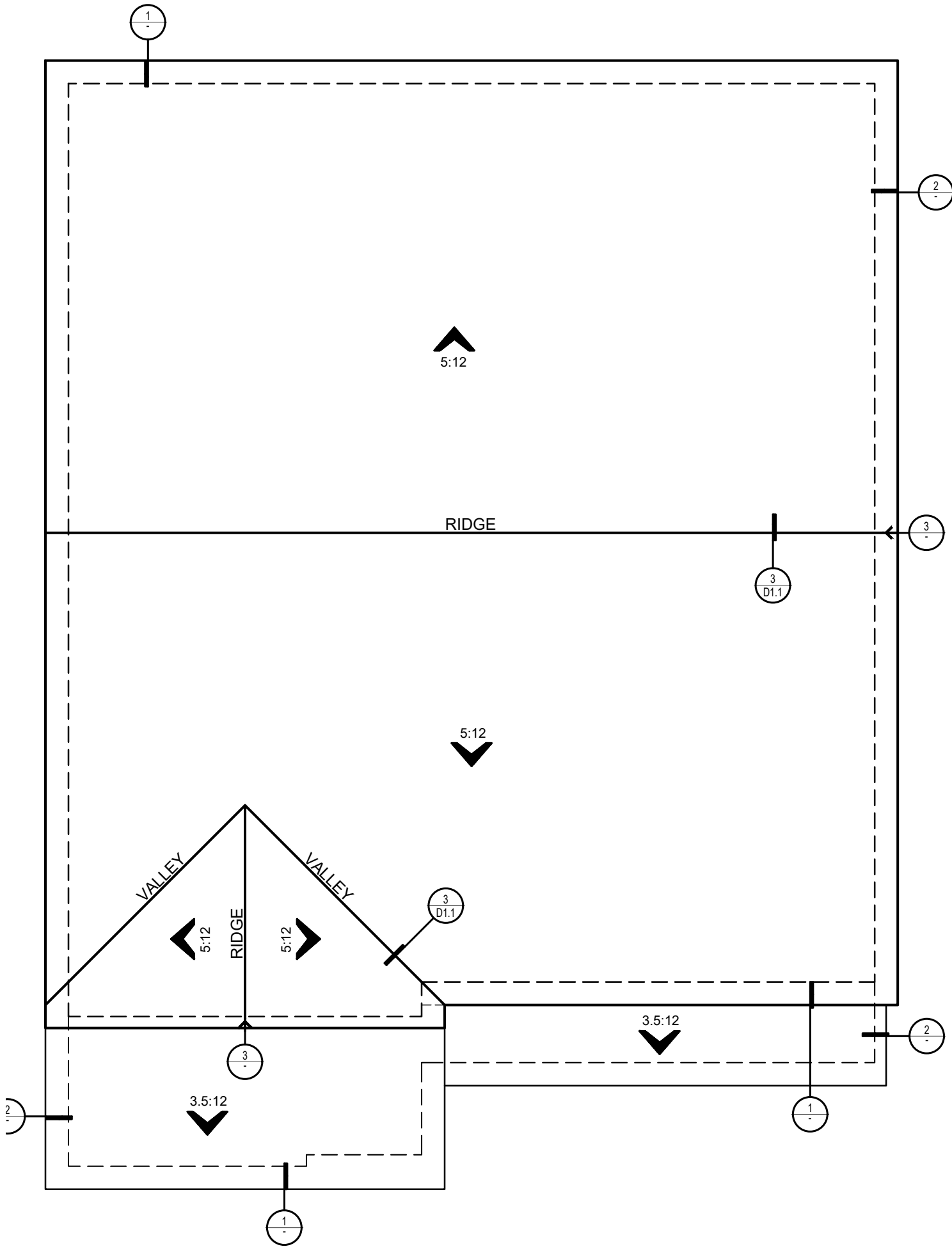
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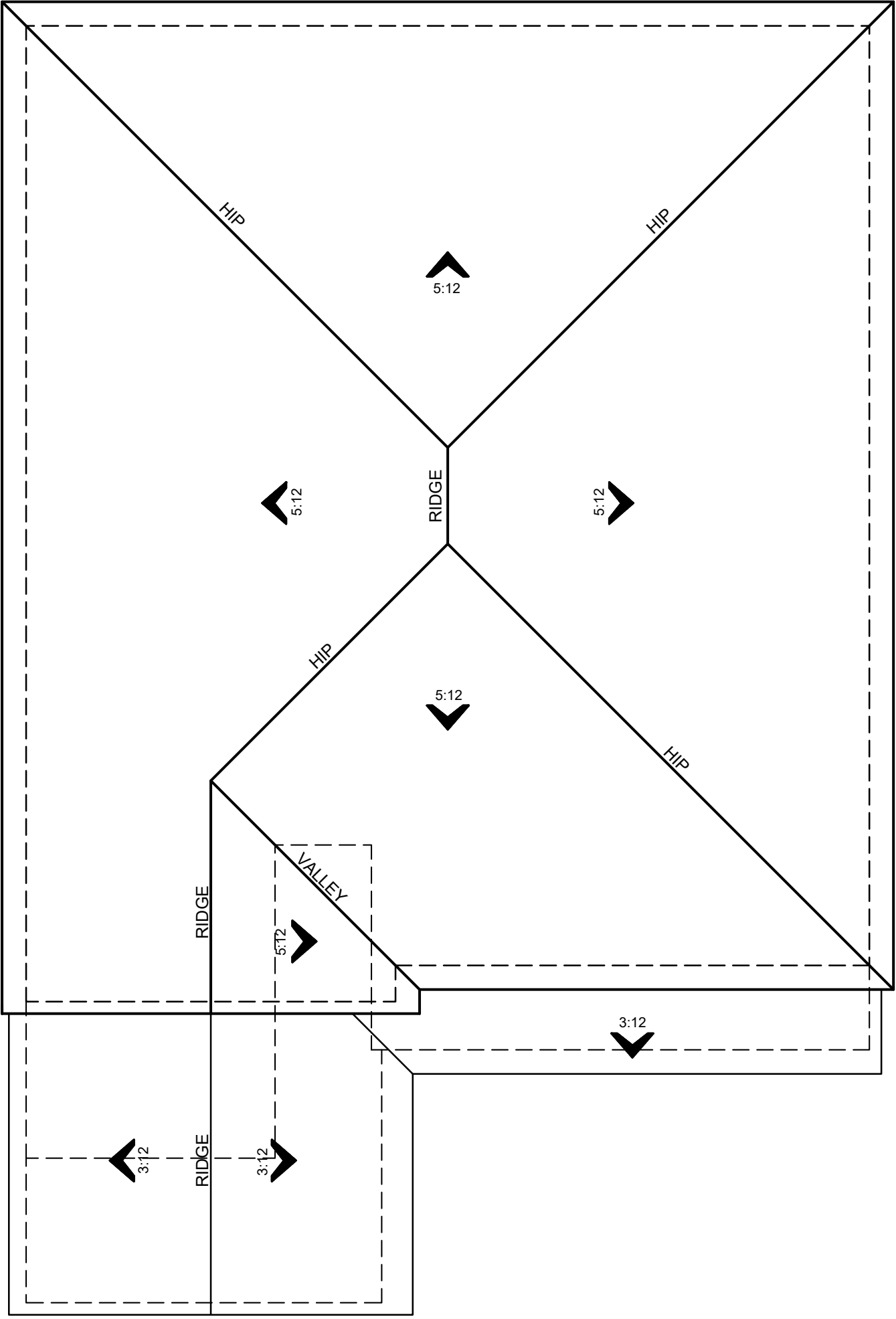
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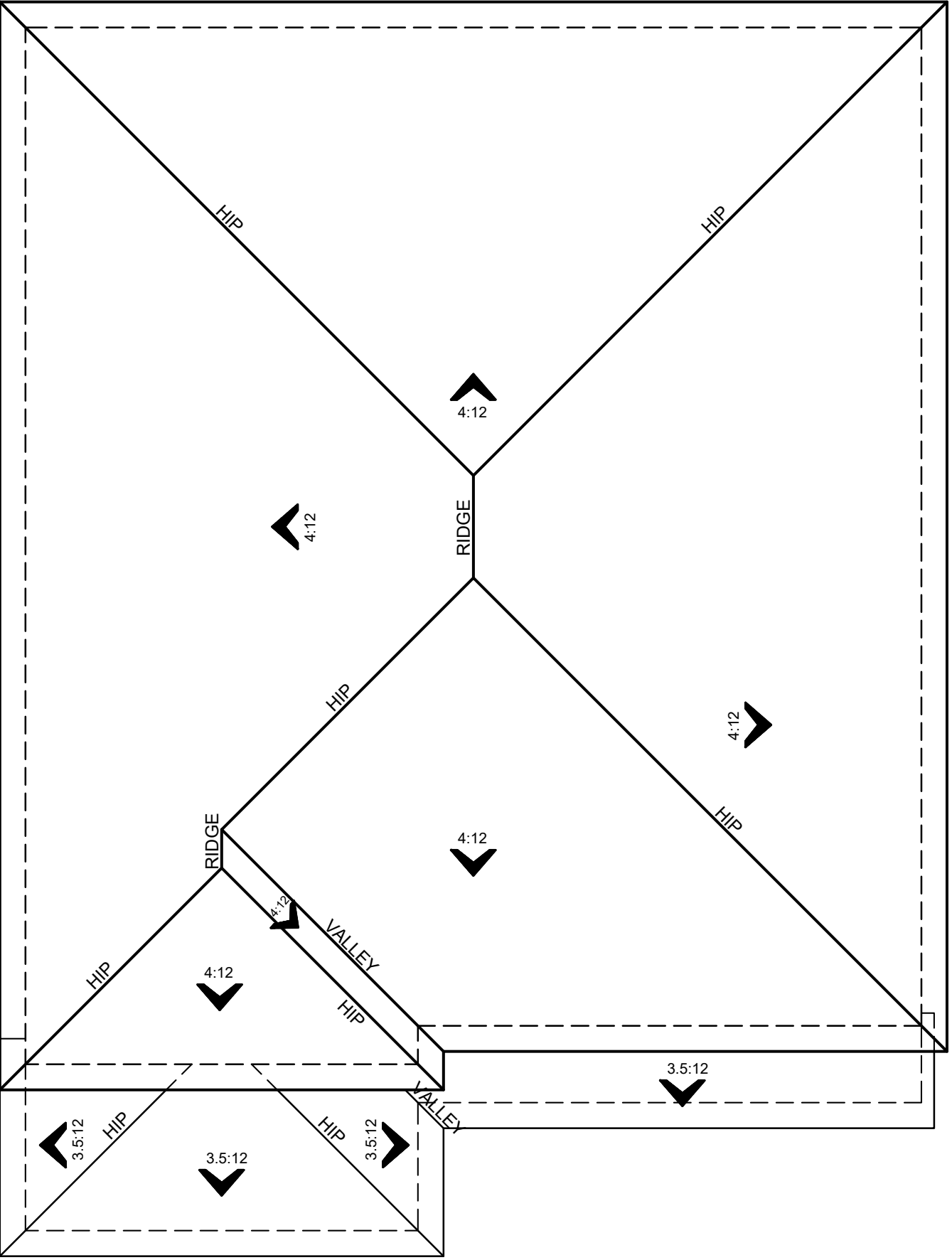
FARMHOUSE-A



CRAFTSMAN - B

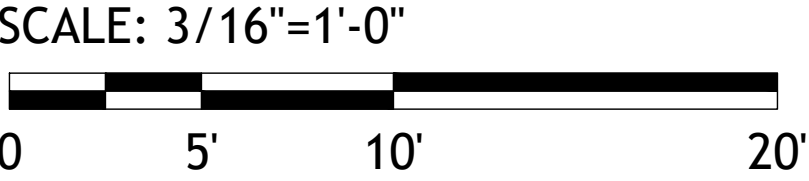


WINE COUNTRY - C



PRAIRIE- D

N913 - PEARL
ROOF PLANS



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SEASONS AT MONTELENA
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N923 - TOURMALINE

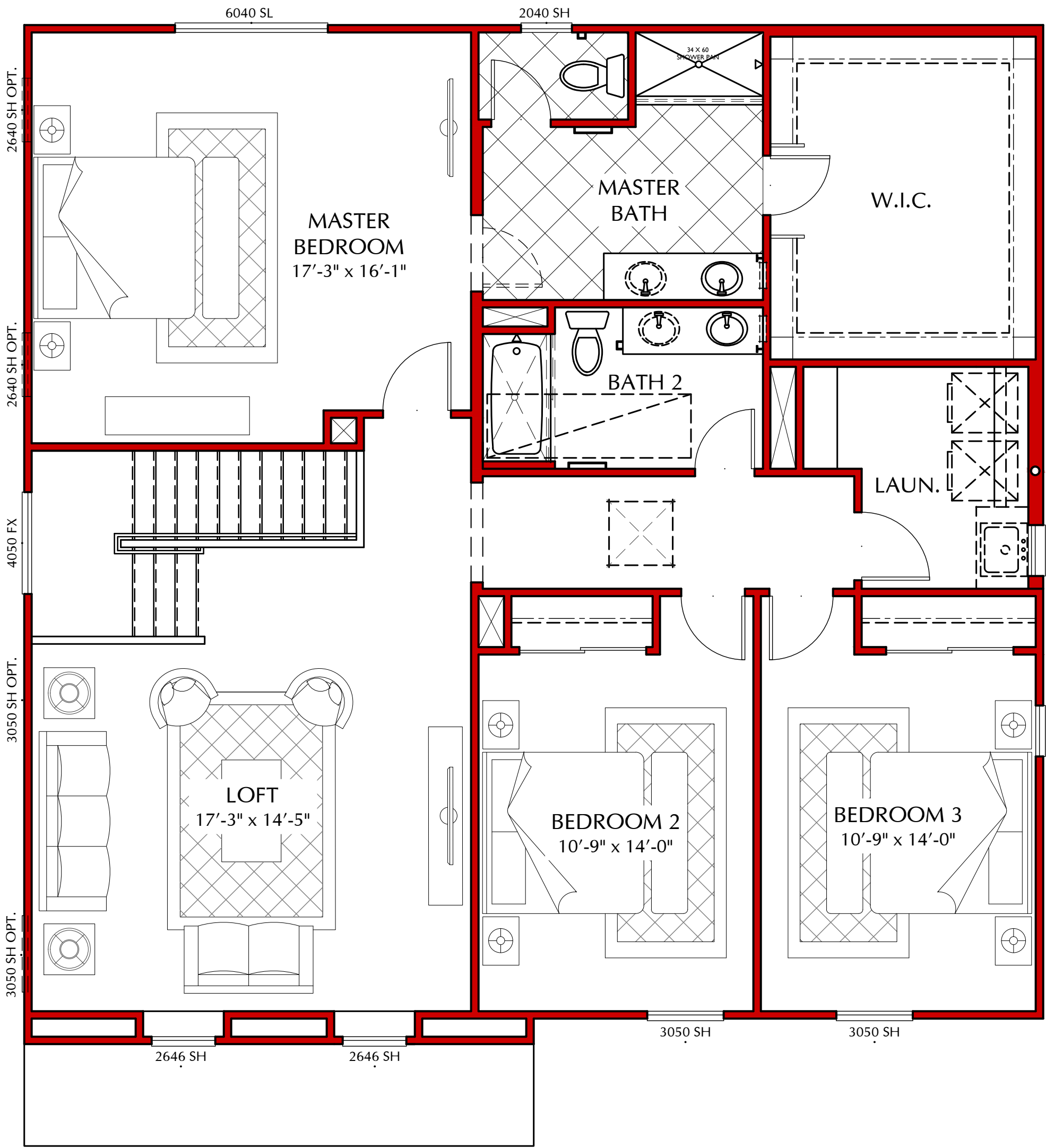
3 BEDROOMS / 2.5 BATHS / LOFT / FLEX
2 CAR GARAGE

AREA TABULATION

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

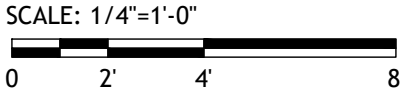
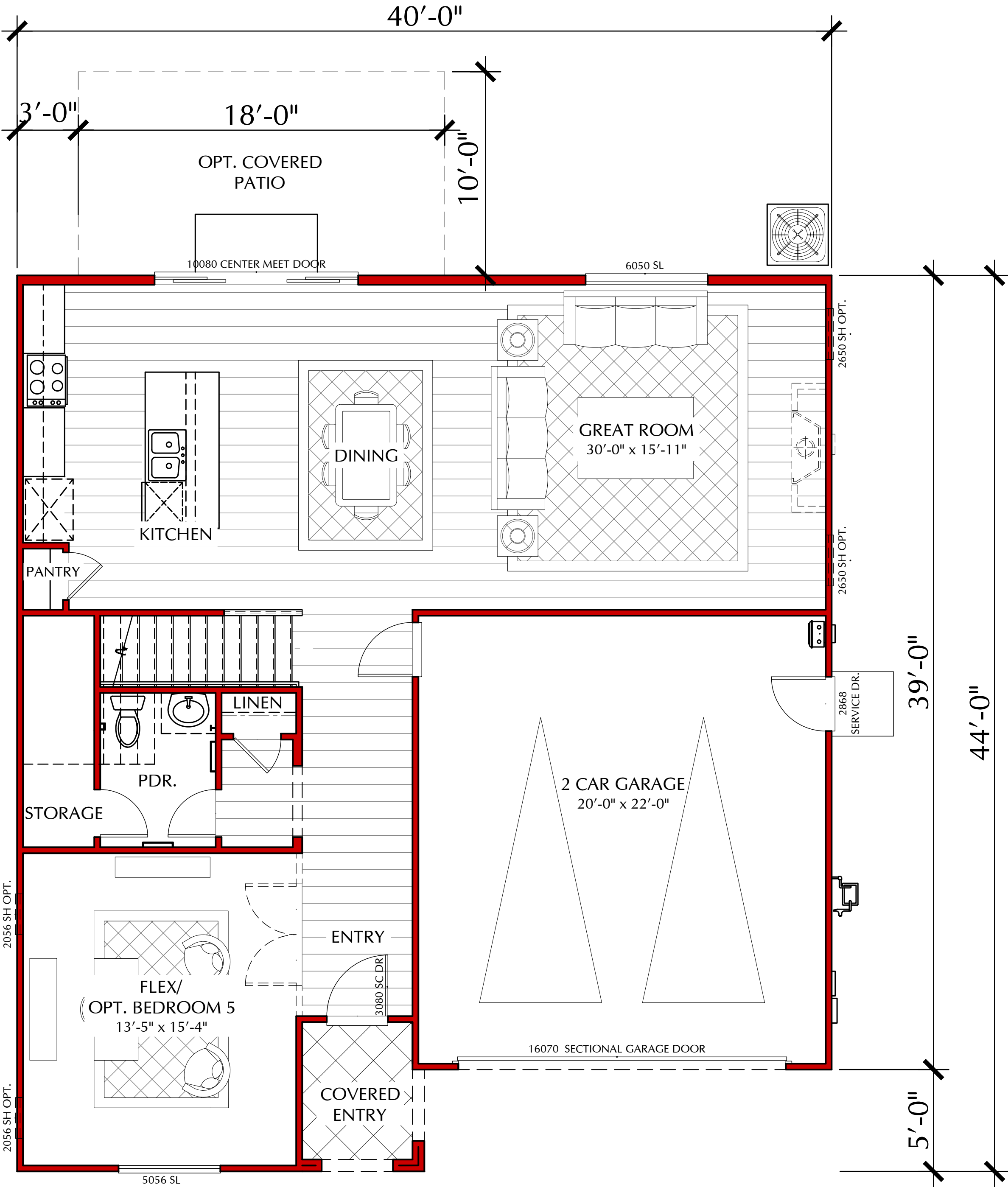
COVERED ENTRY	163 S.F.
GARAGE (2 CAR)	455 S.F.
OPT. COVERED PATIO	175 S.F.

SECOND FLOOR



N923 - TOURMALINE
FLOOR PLAN

FIRST FLOOR



FLOOR PLAN REFLECTS 'A' ELEVATION



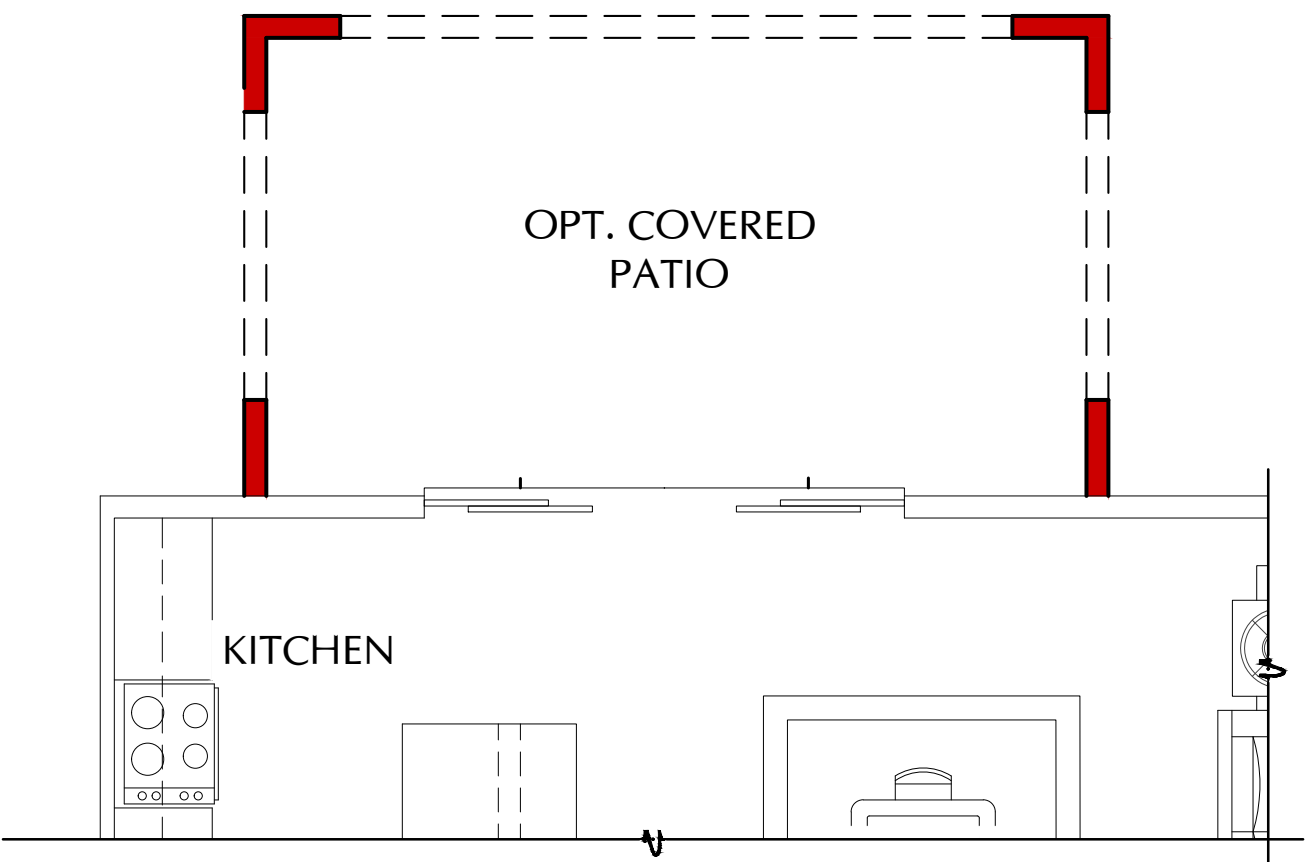
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RANCHO CORDOVA, CALIFORNIA

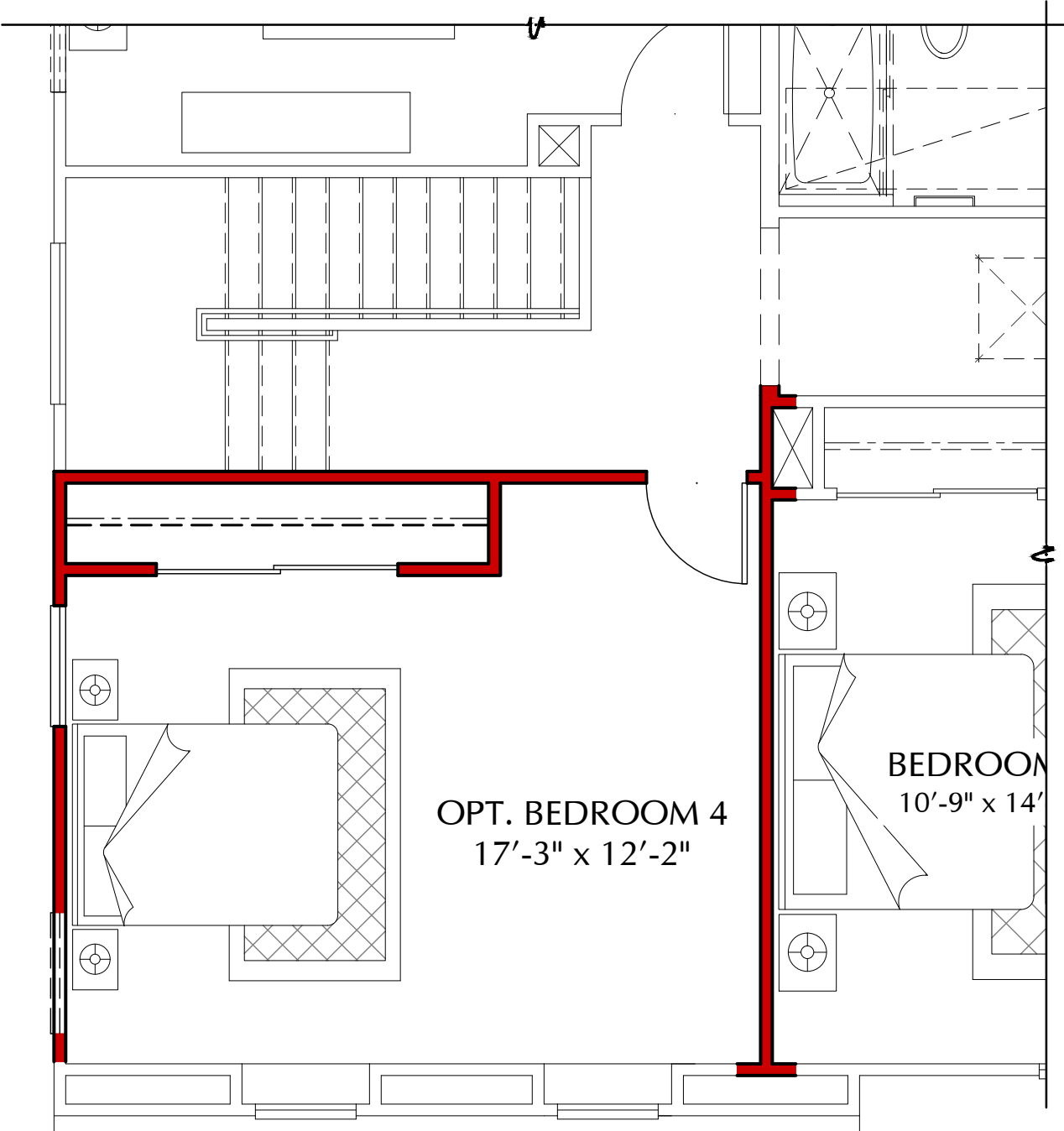
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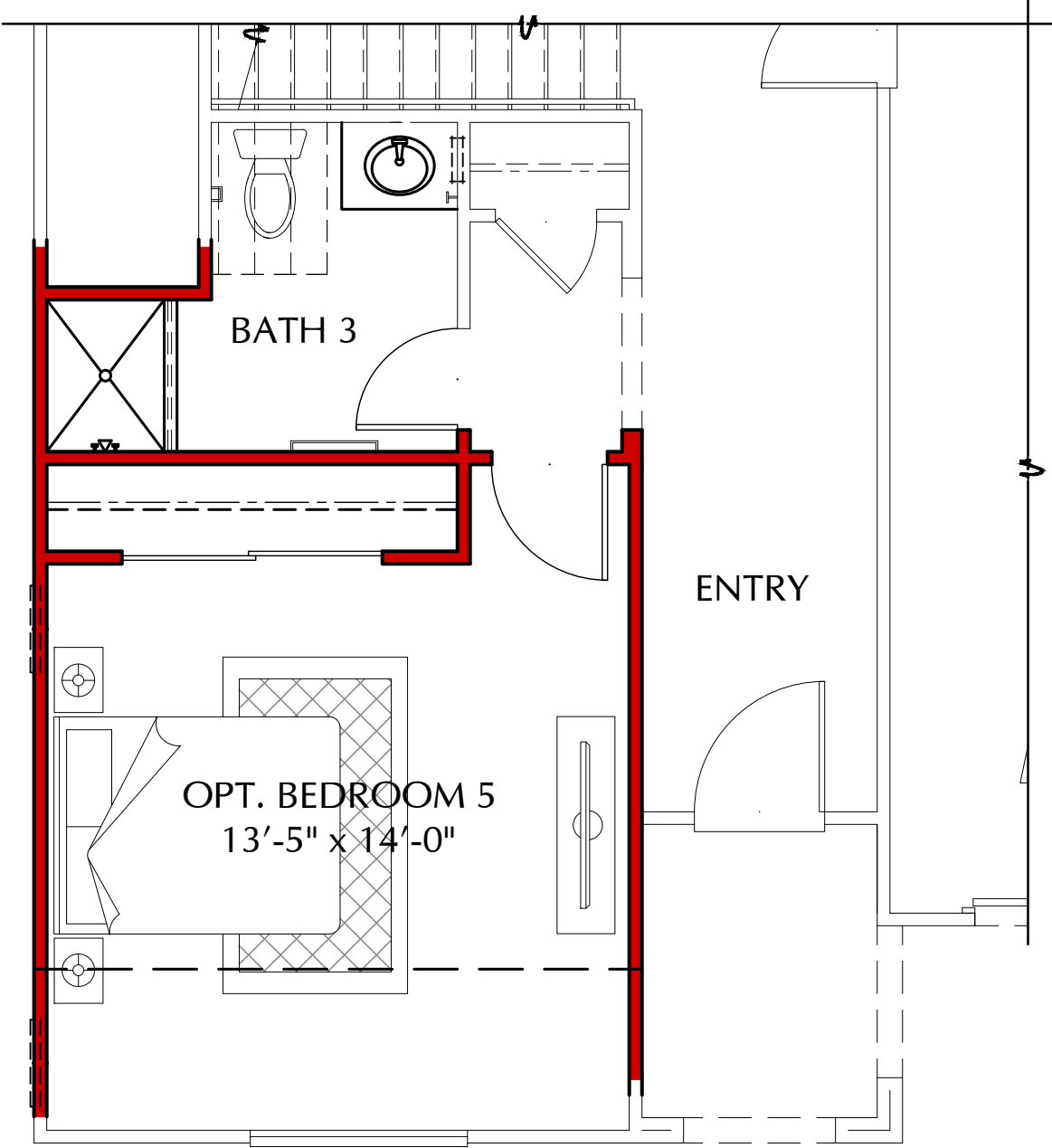
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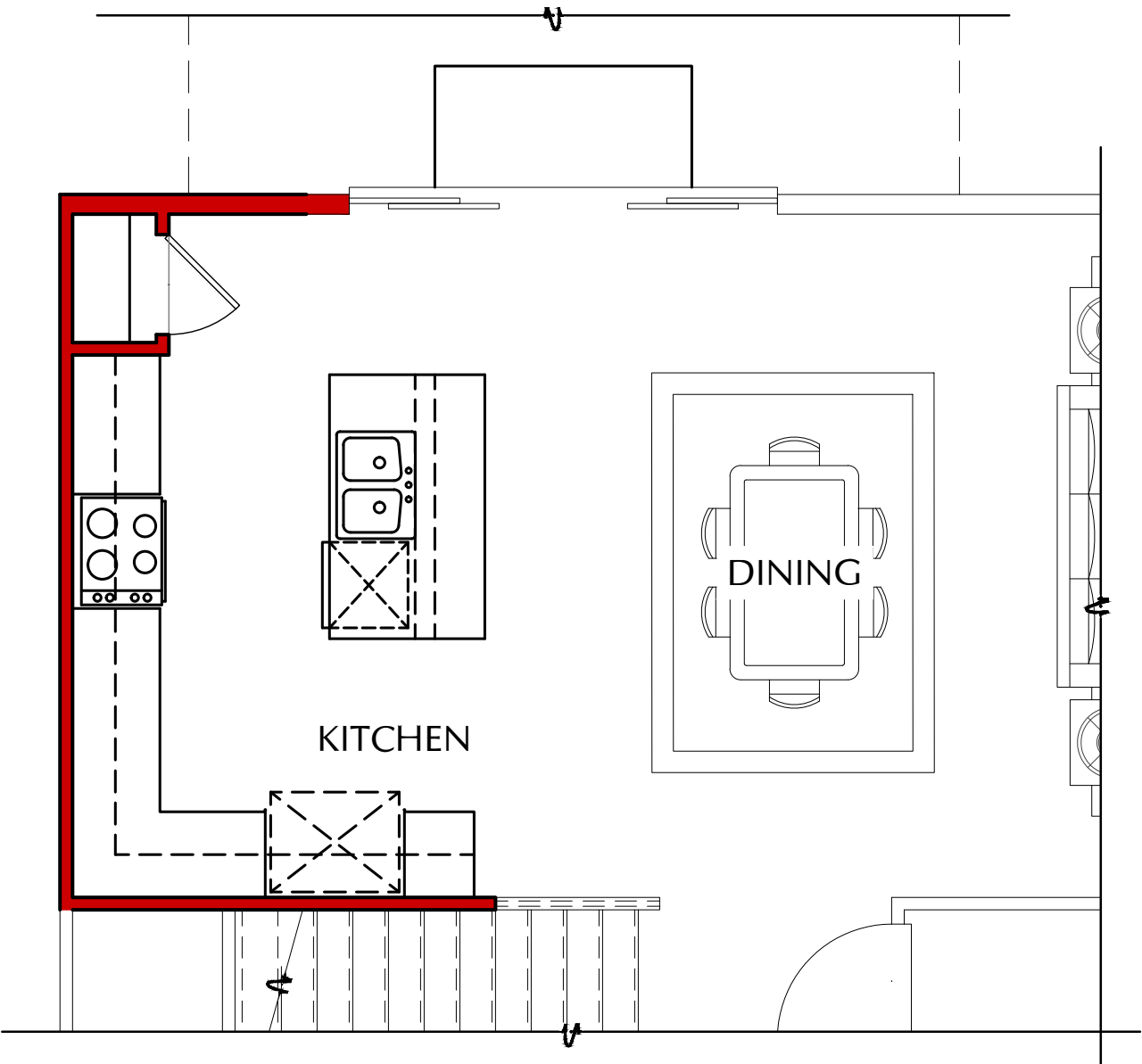
OPT. COVERED PATIO PLAN N923
SCALE: 1/4" = 1'-0"



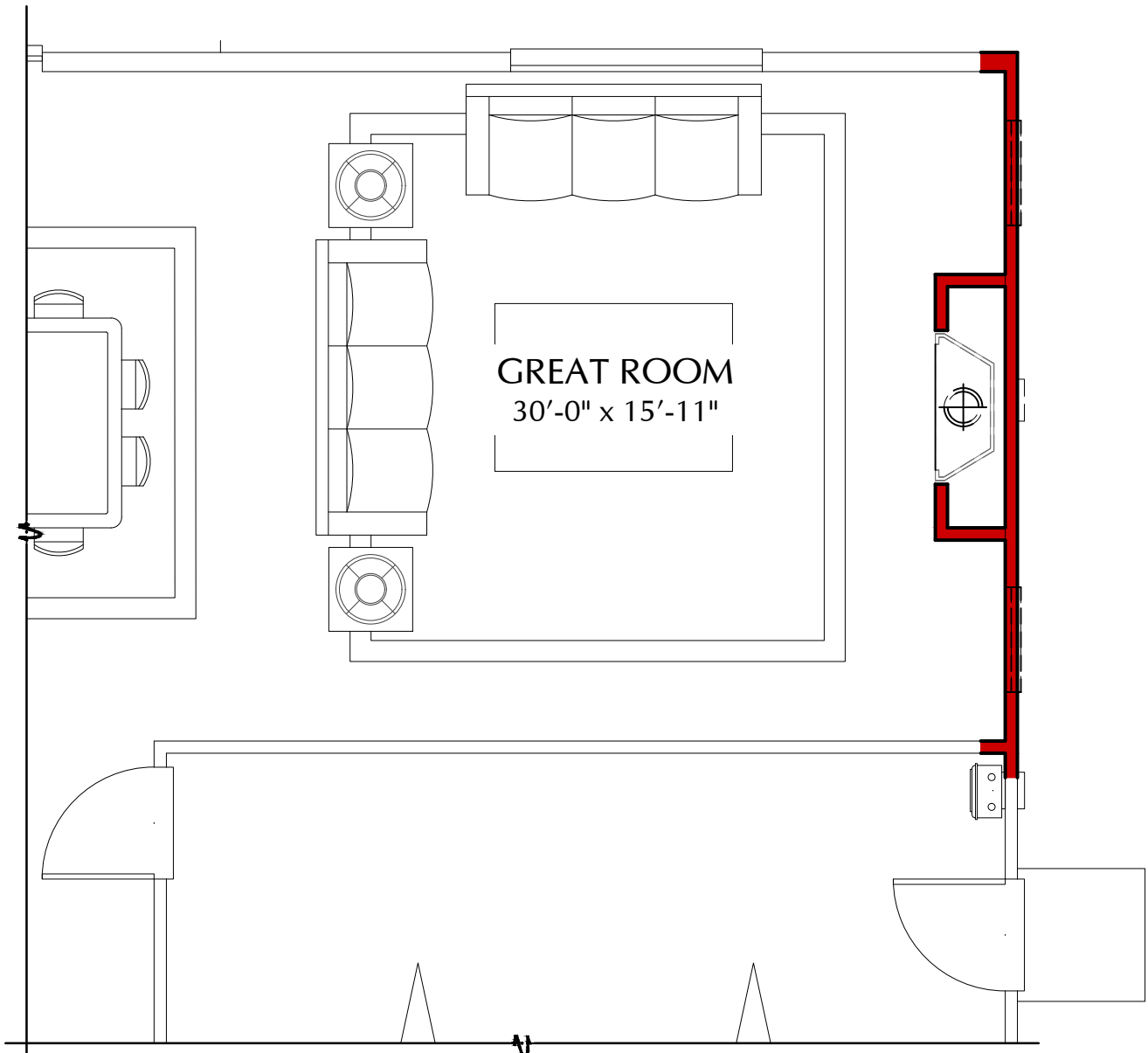
OPT. BEDROOM 4 PLAN N923
IN LIEU OF LOFT
SCALE: 1/4" = 1'-0"



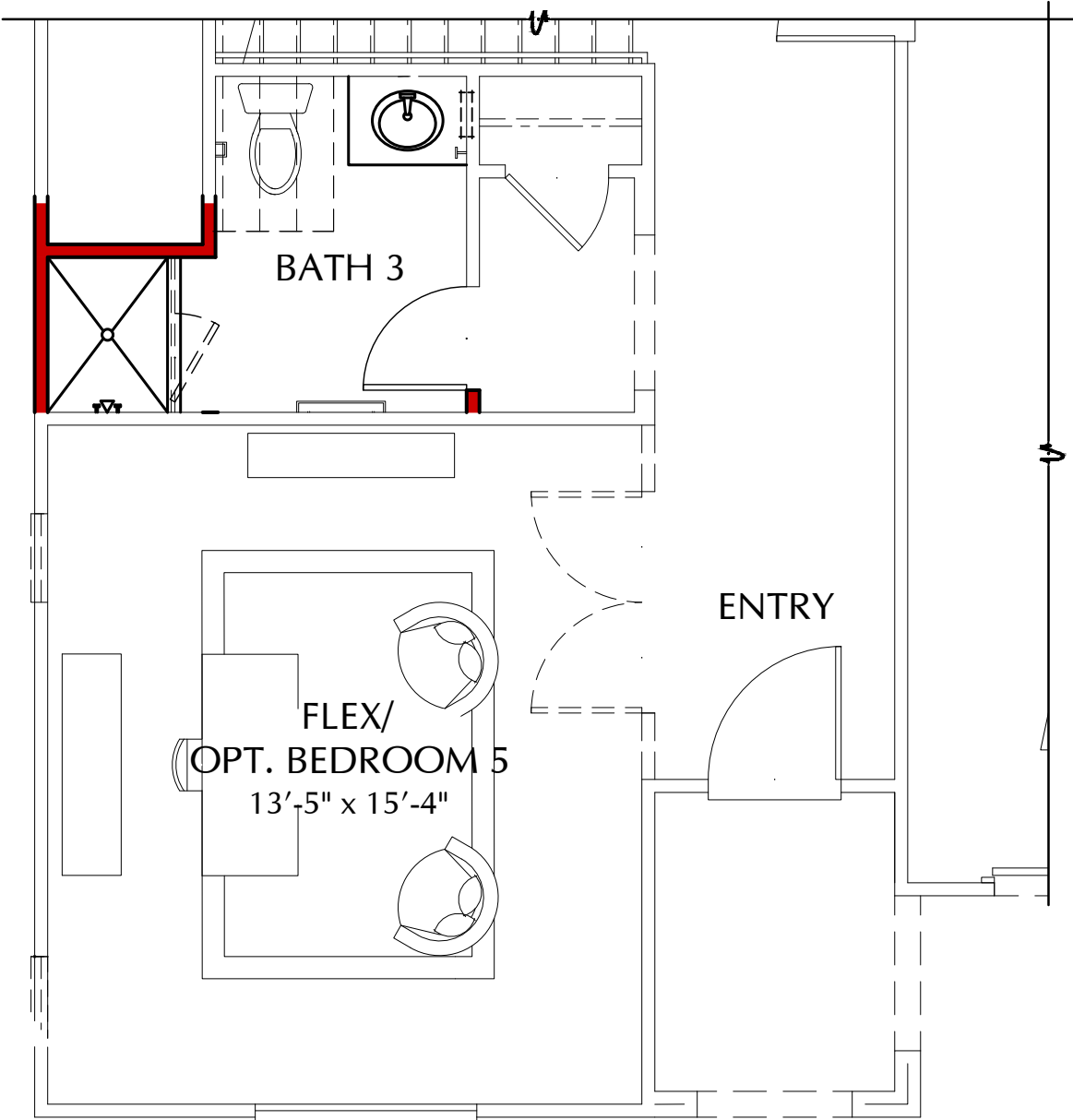
OPT. BEDROOM 5/ BATH 3 PLAN N923
IN LIEU OF FLEX
SCALE: 1/4" = 1'-0"



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



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



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

FLOOR PLAN OPTIONS

N923 TOURMALINE

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



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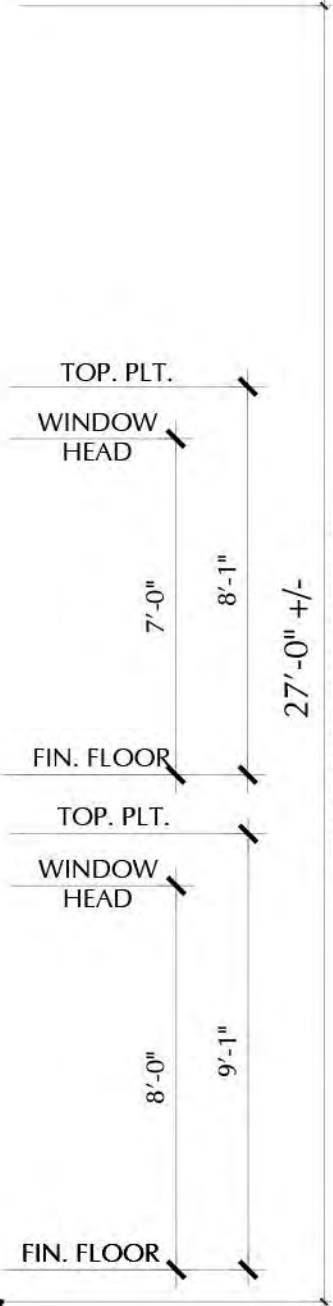
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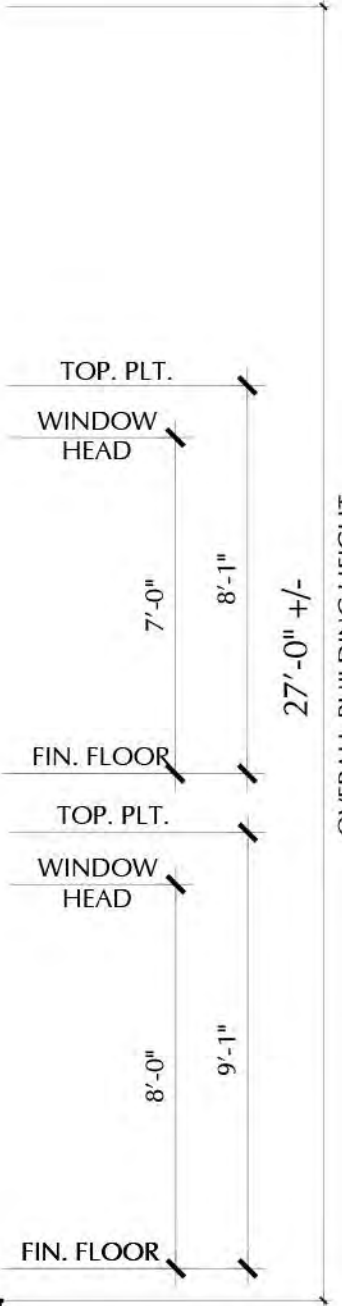
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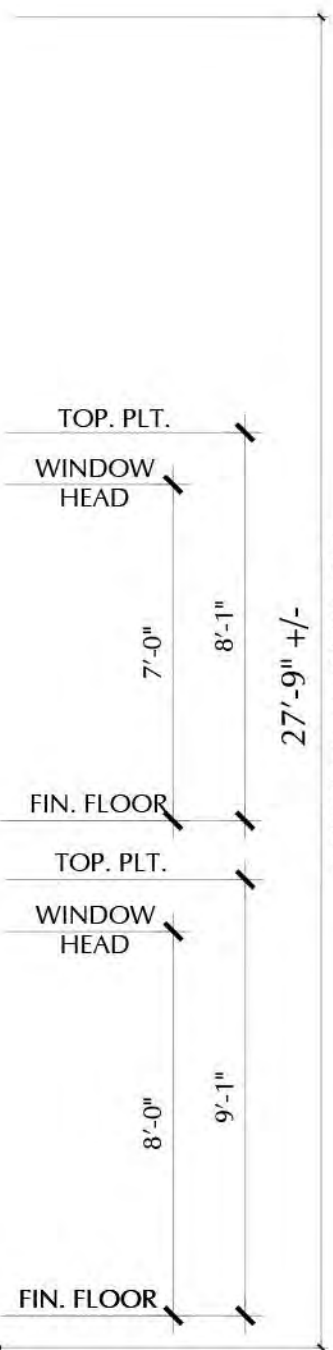
FARMHOUSE-A



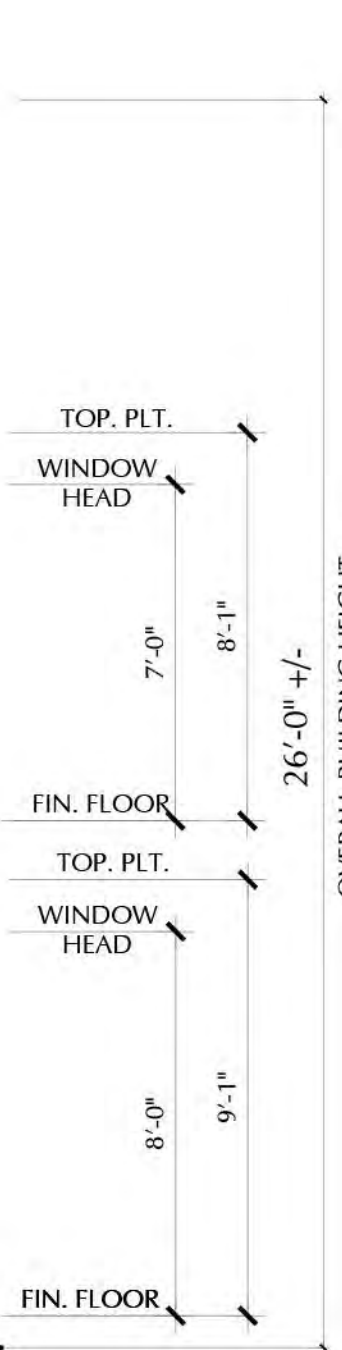
CRAFTSMAN - B



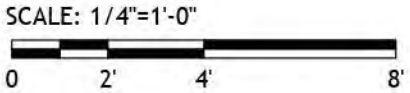
WINE COUNTRY - C



PRAIRIE- D



N923 - TOURMALINE
FRONT ELEVATIONS



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SEASONS AT MONTELENA
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FRONT ELEVATION - FARMHOUSE



REAR ELEVATION - FARMHOUSE

N923 - TOURMALINE
FRONT & REAR ELEVATIONS A

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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DATE: NOVEMBER 5TH, 2021

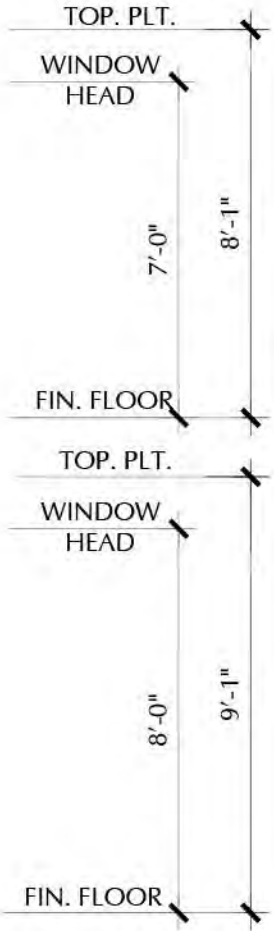
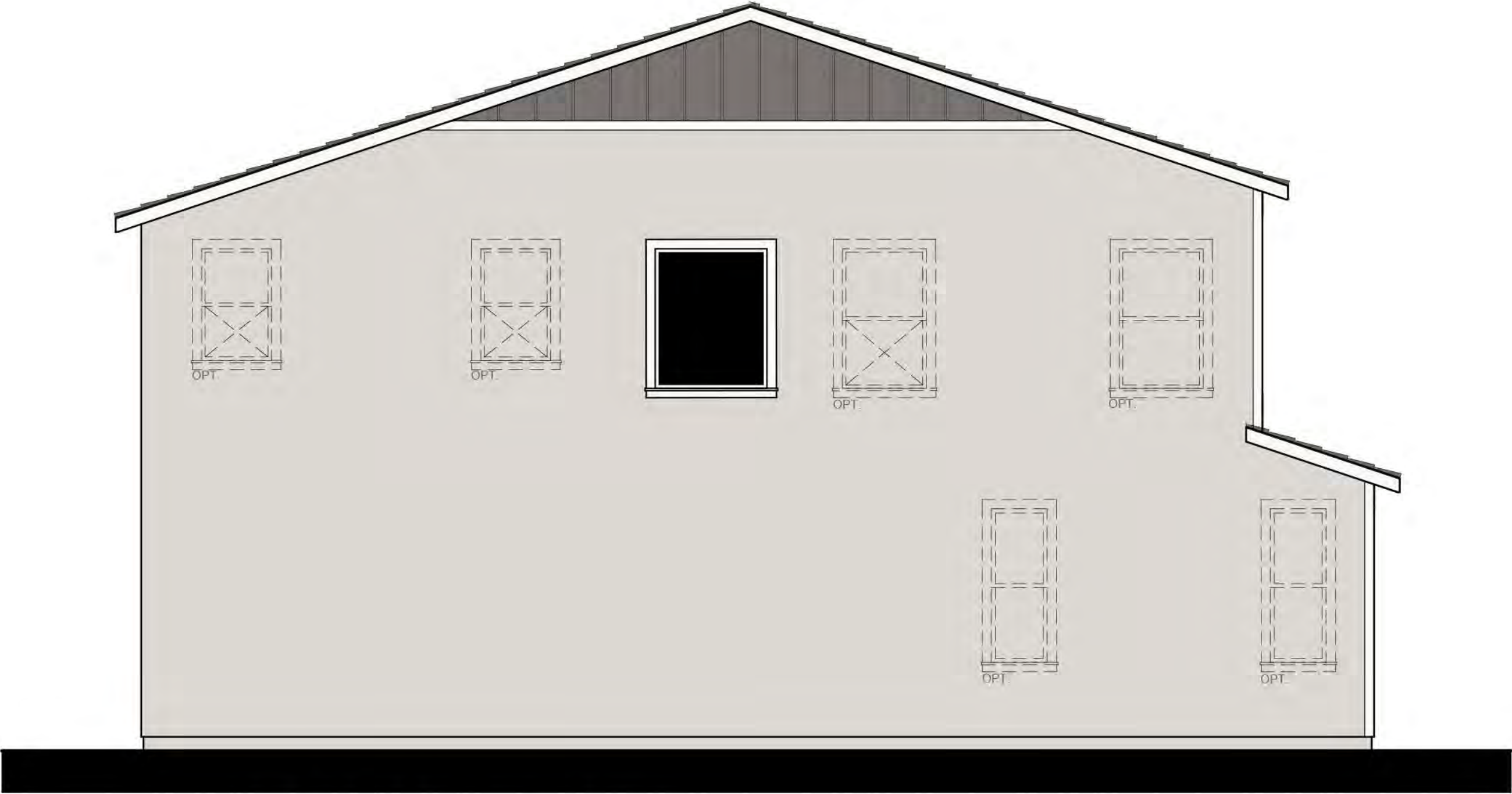
SCALE: 1/4"=1'-0"
0 2' 4' 8'



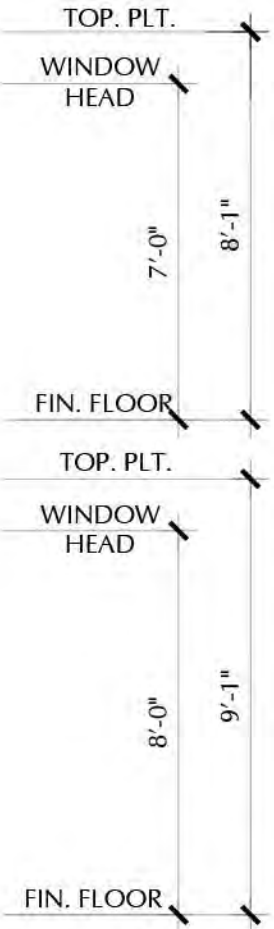
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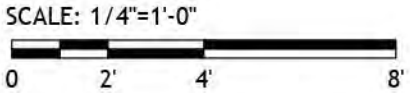


LEFT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N923 - TOURMALINE
SIDE ELEVATIONS A



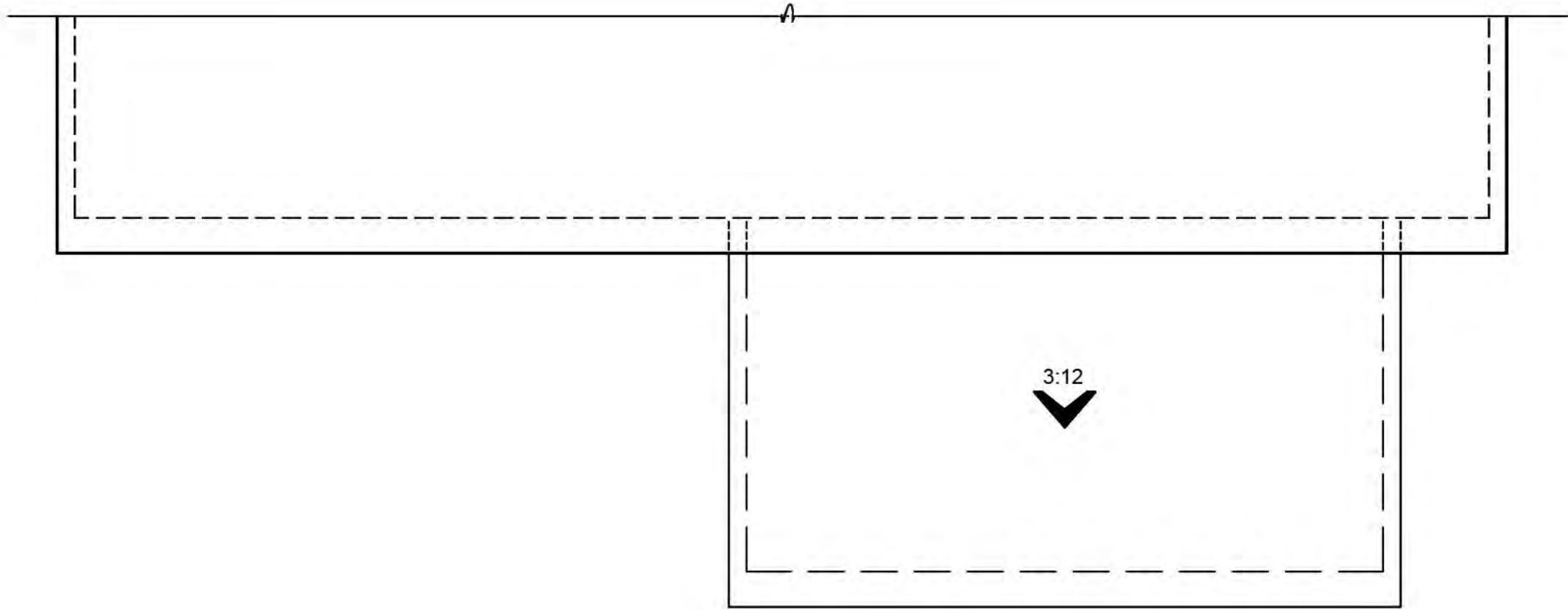
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SEASONS AT MONTELENA
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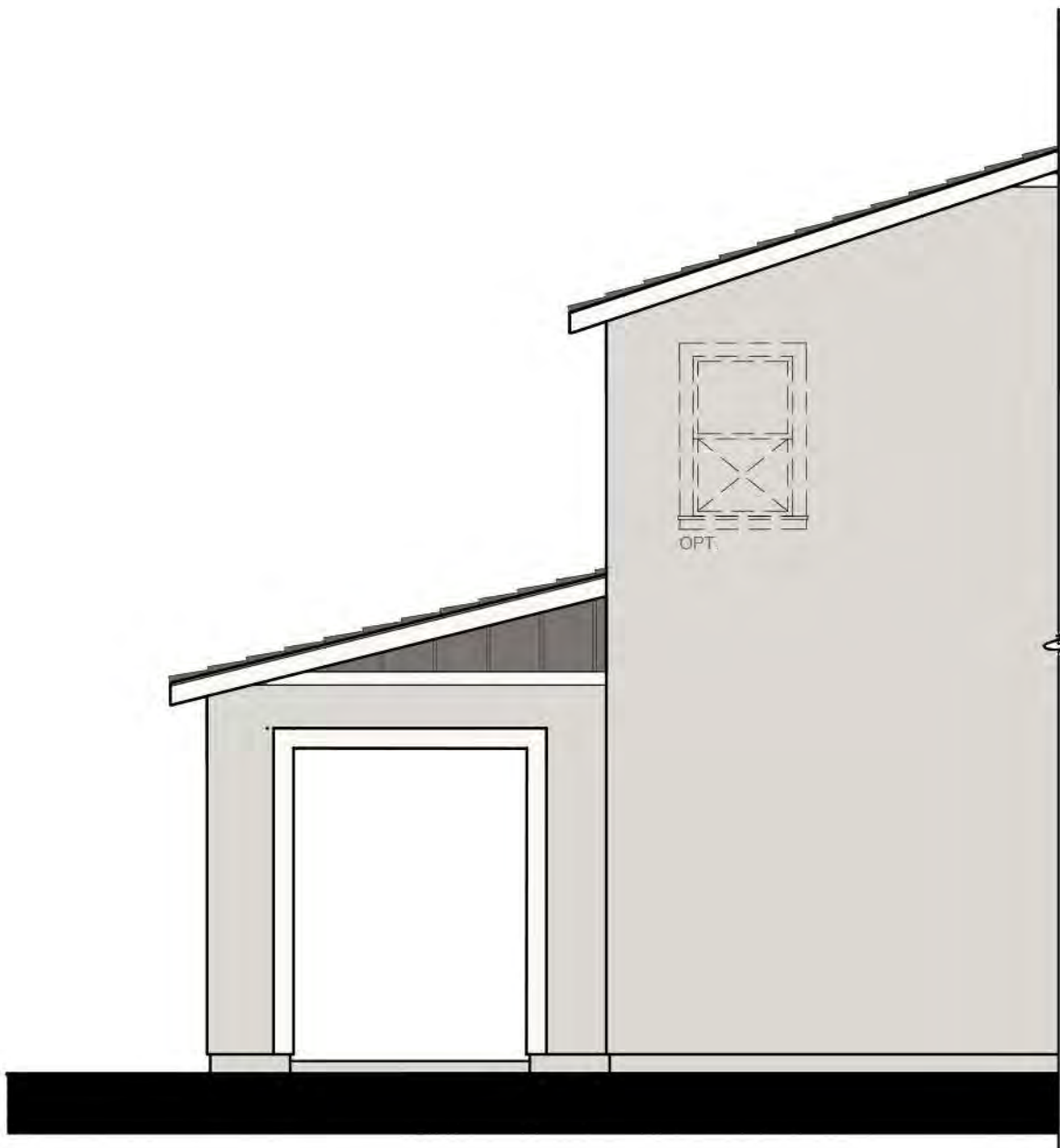
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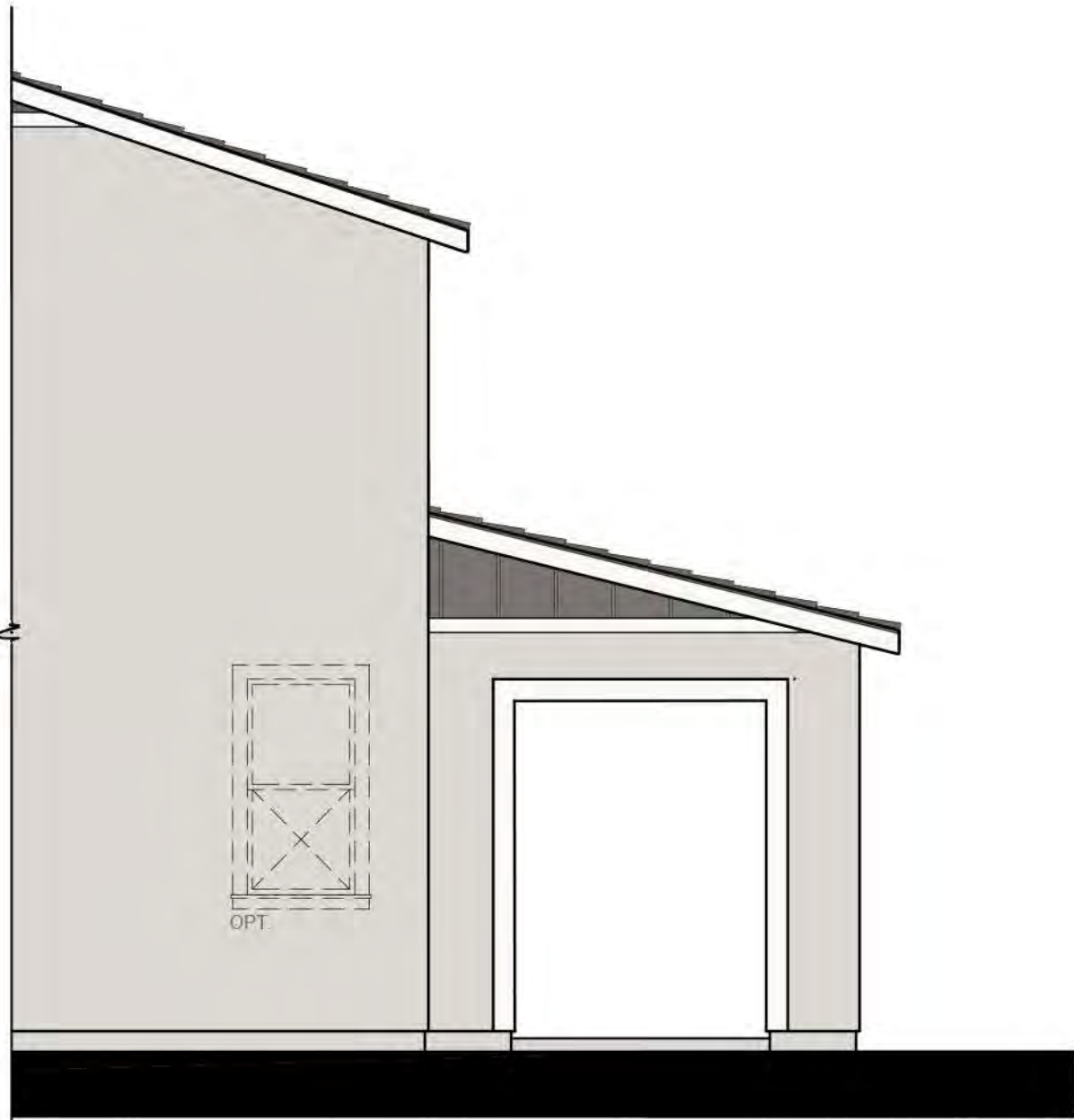
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N923 - TOURMALINE
COVERED PATIO ELEVATIONS A - FARMHOUSE -

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



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SEASONS AT MONTELENA
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A FRONT ELEVATION - CRAFTSMAN

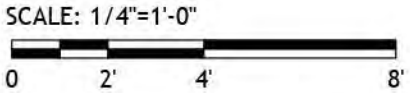


A REAR ELEVATION - CRAFTSMAN

N923 - TOURMALINE
FRONT & REAR ELEVATIONS B

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

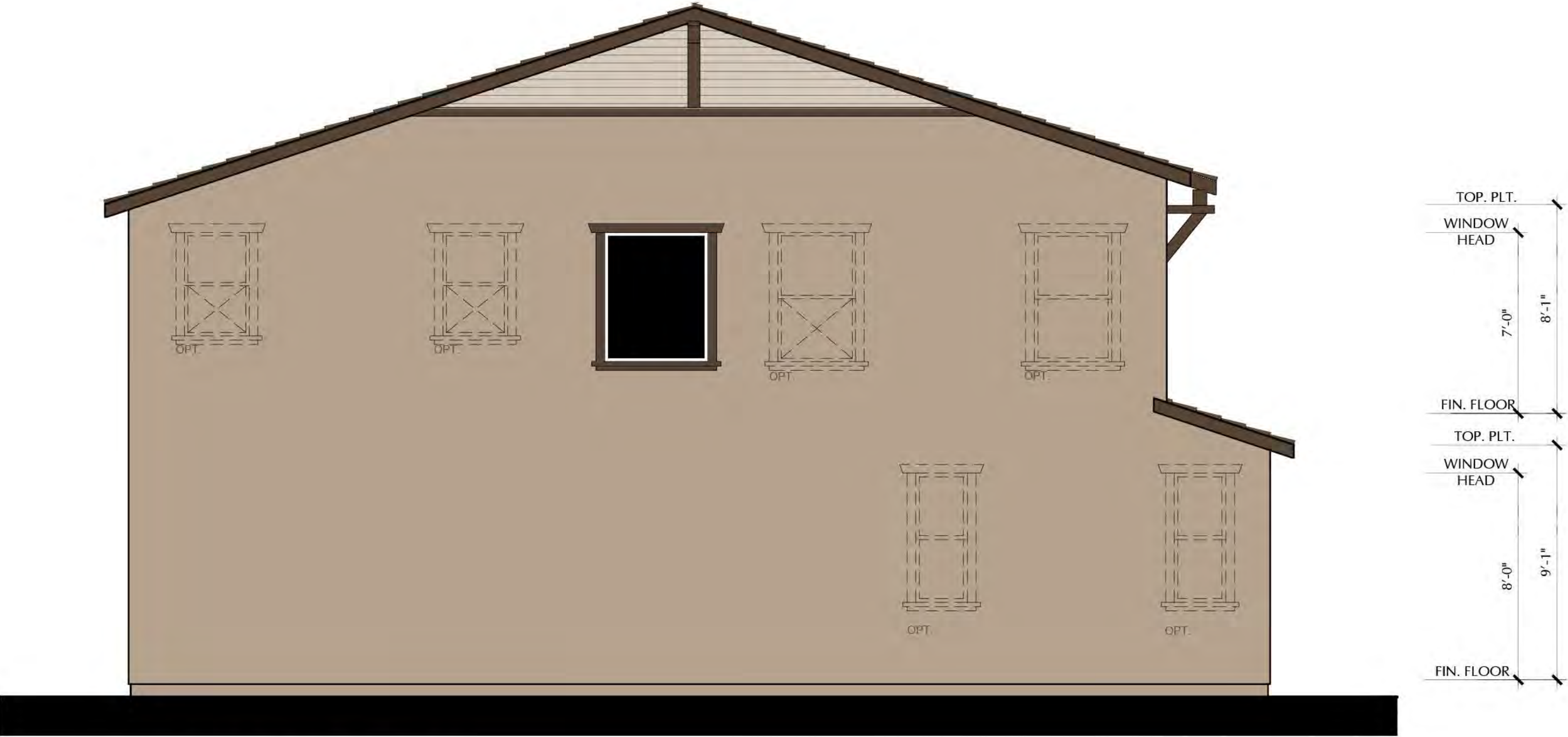
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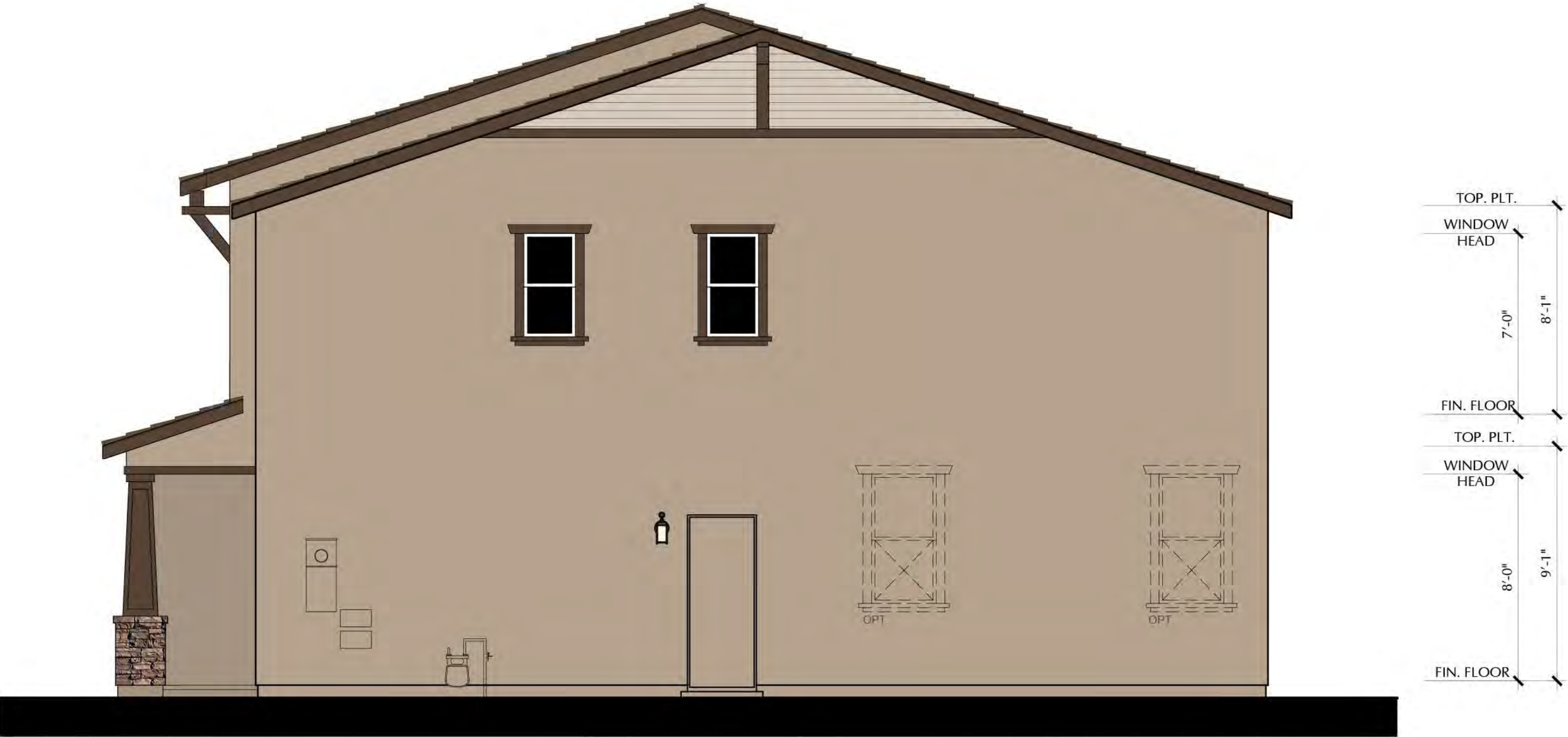
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LEFT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N923 - TOURMALINE
SIDE ELEVATIONS B

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



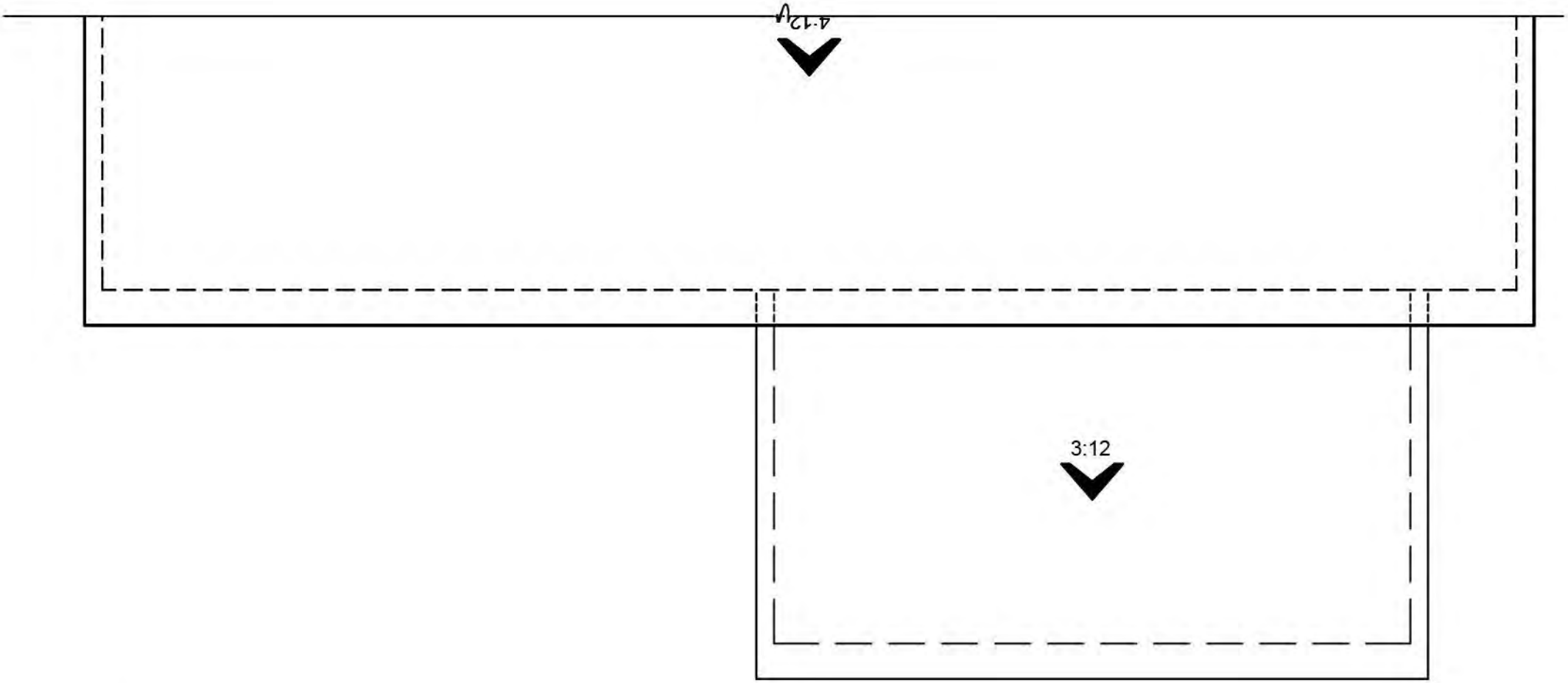
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SEASONS AT MONTELENA
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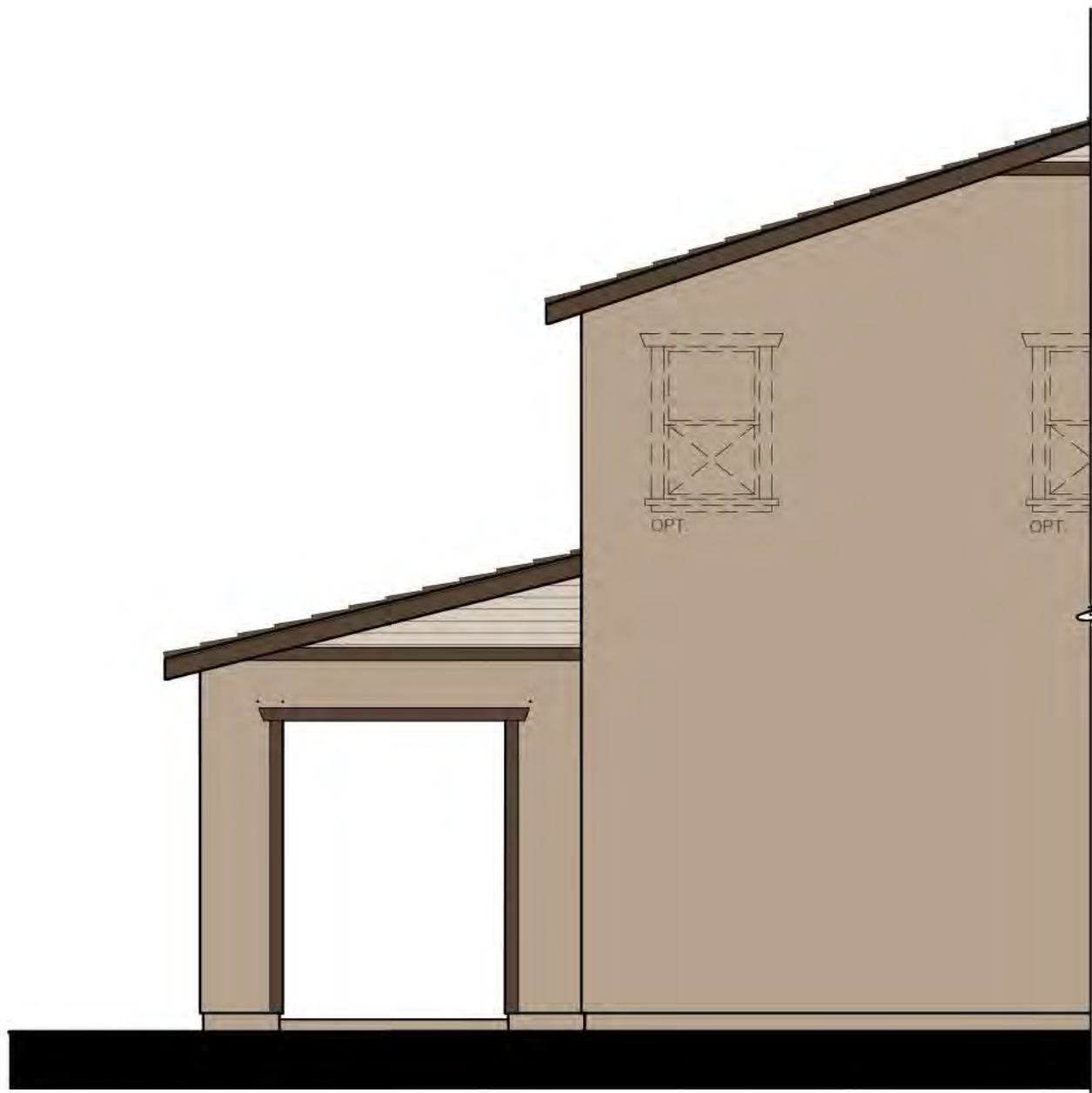
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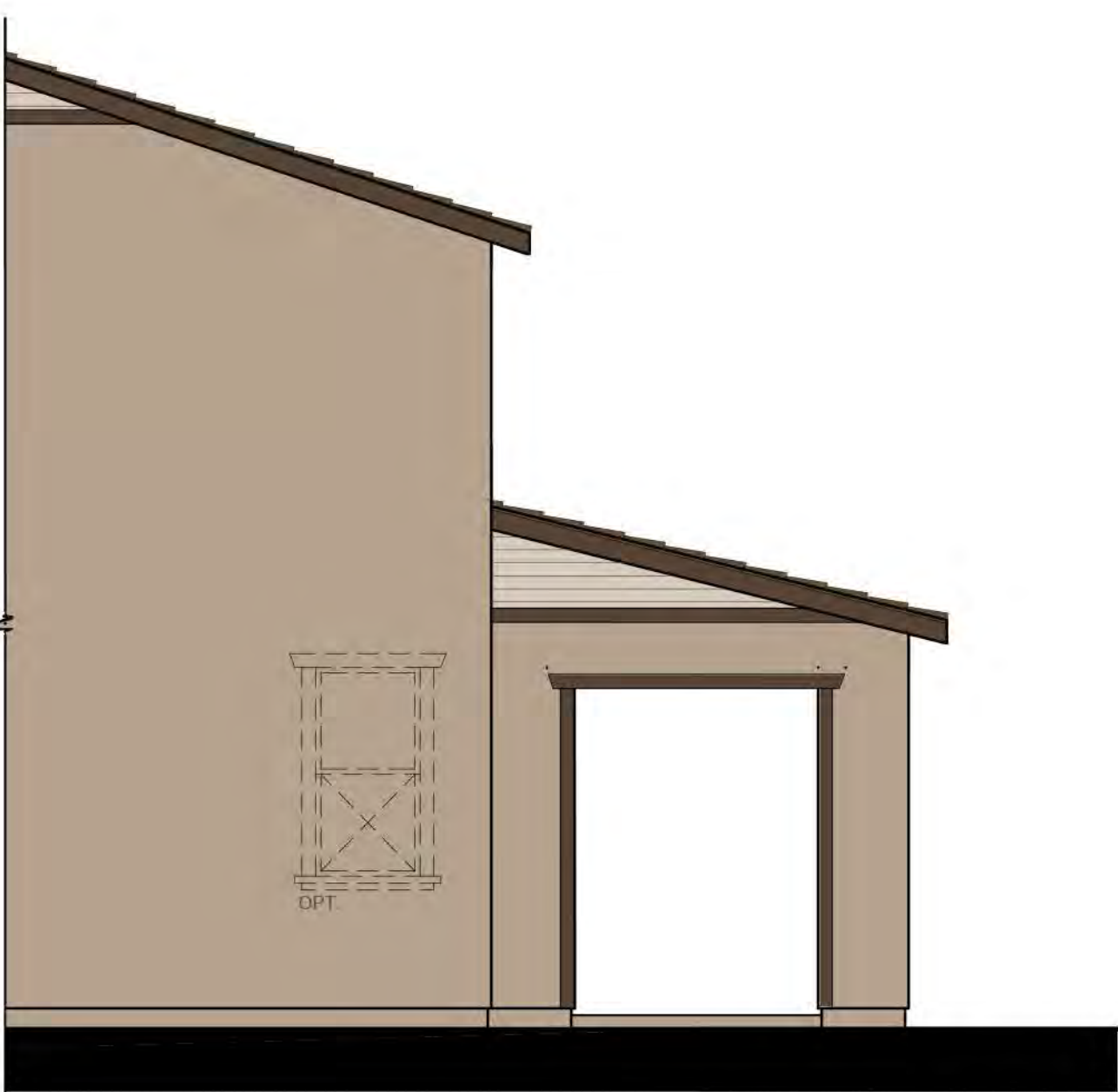
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N923 - TOURMALINE
COVERED PATIO ELEVATIONS B - CRAFTSMAN -

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



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SEASONS AT MONTELENA
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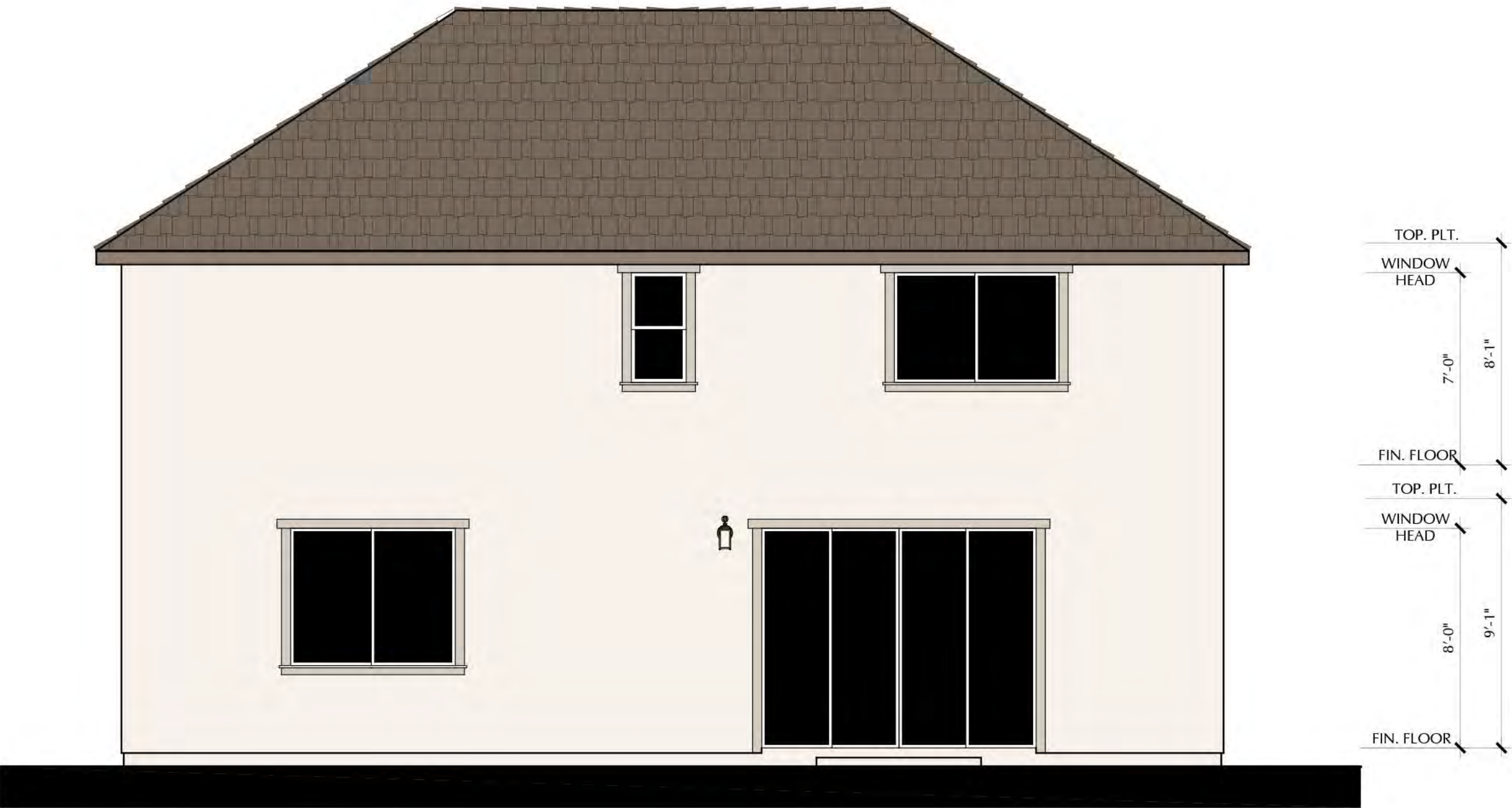
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FRONT ELEVATION - WINE COUNTRY

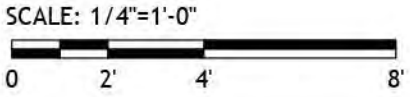


REAR ELEVATION - WINE COUNTRY

N923 - TOURMALINE
FRONT & REAR ELEVATIONS C

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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LEFT ELEVATION - WINE COUNTRY



RIGHT ELEVATION - WINE COUNTRY

N923 - TOURMALINE
SIDE ELEVATIONS C

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



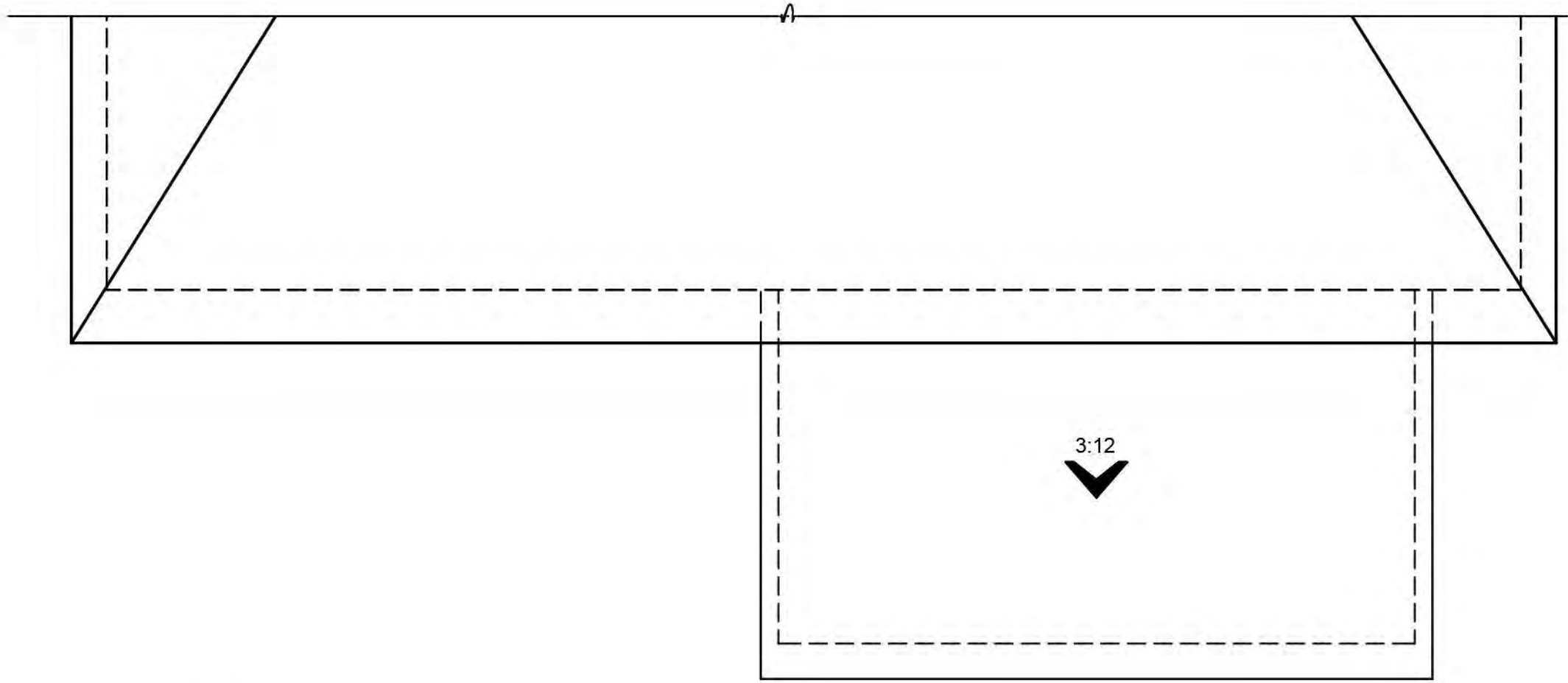
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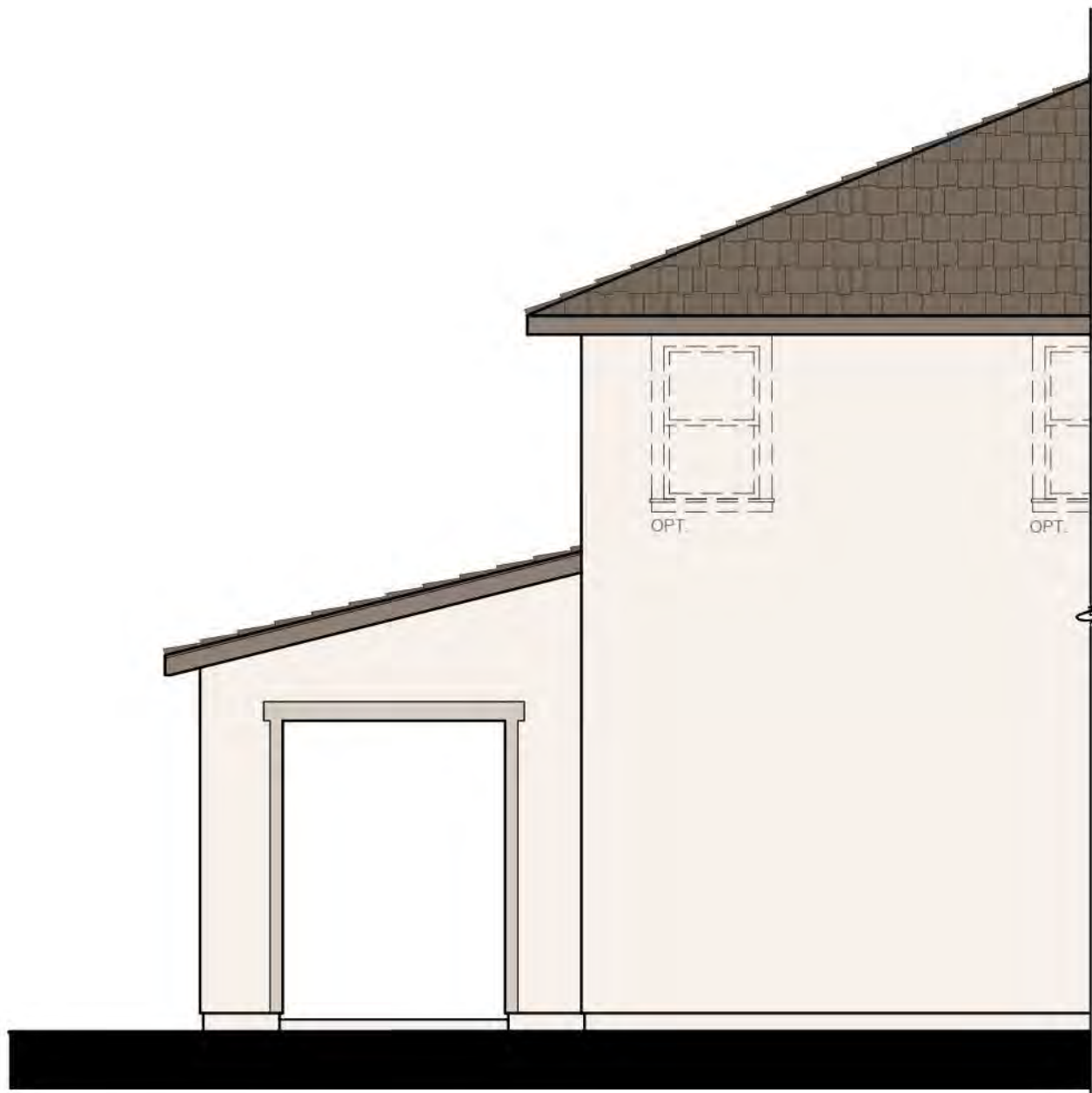
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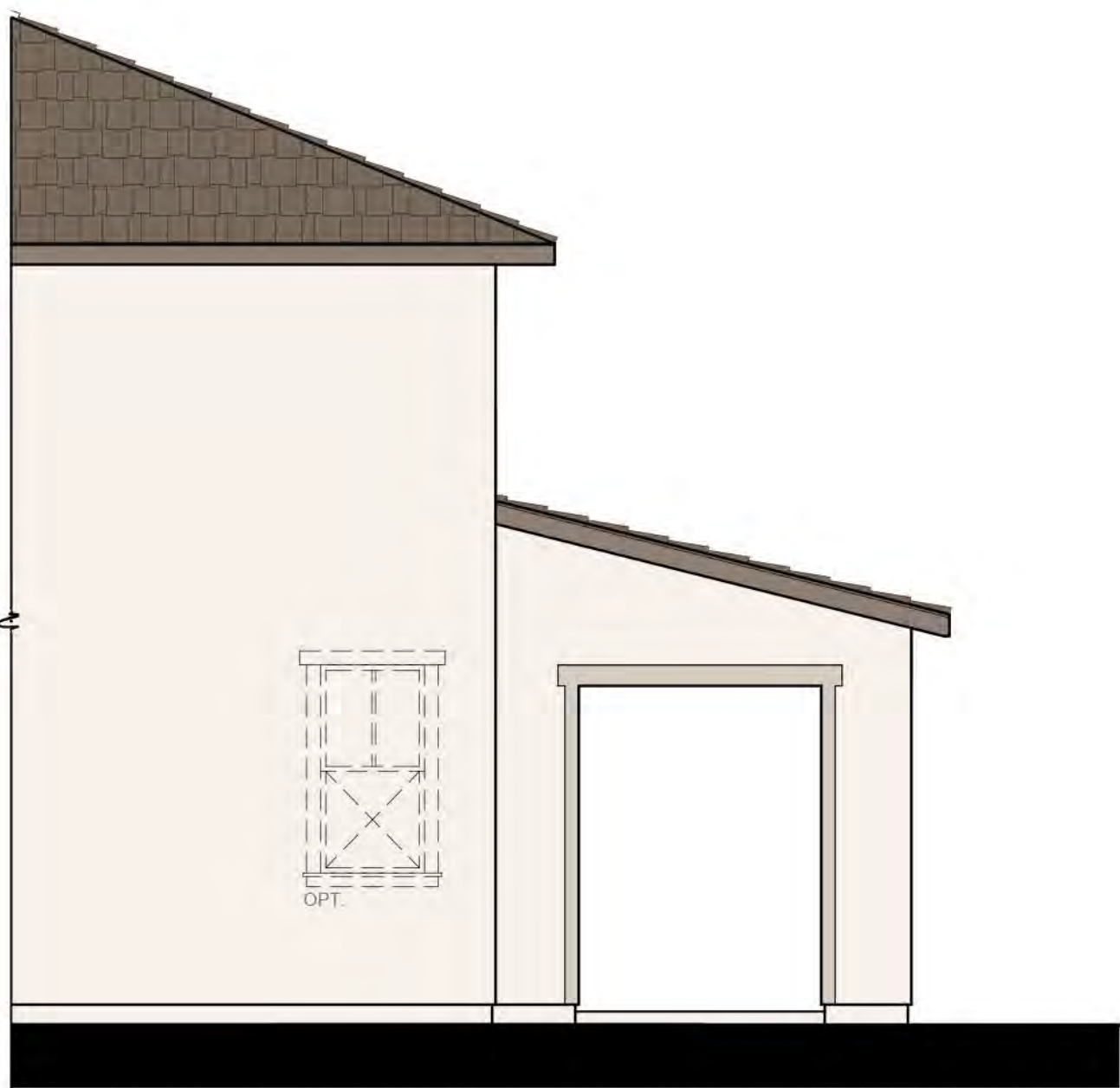
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N923 - TOURMALINE
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

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



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FRONT ELEVATION - PRAIRIE



REAR ELEVATION - PRAIRIE

N923 - TOURMALINE
FRONT & REAR ELEVATIONS D

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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

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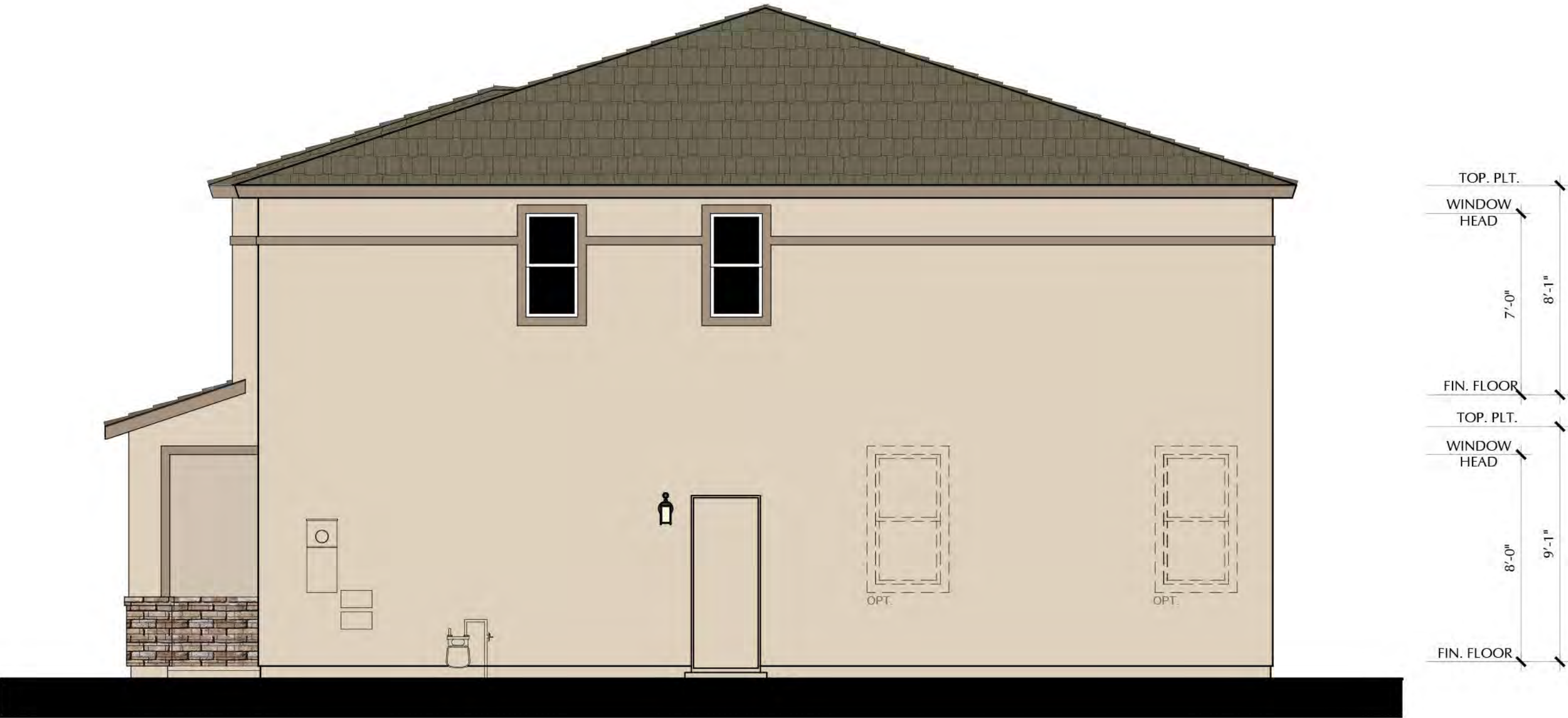
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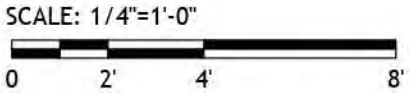


LEFT ELEVATION - PRAIRIE



RIGHT ELEVATION - PRAIRIE

N923 - TOURMALINE
SIDE ELEVATIONS D



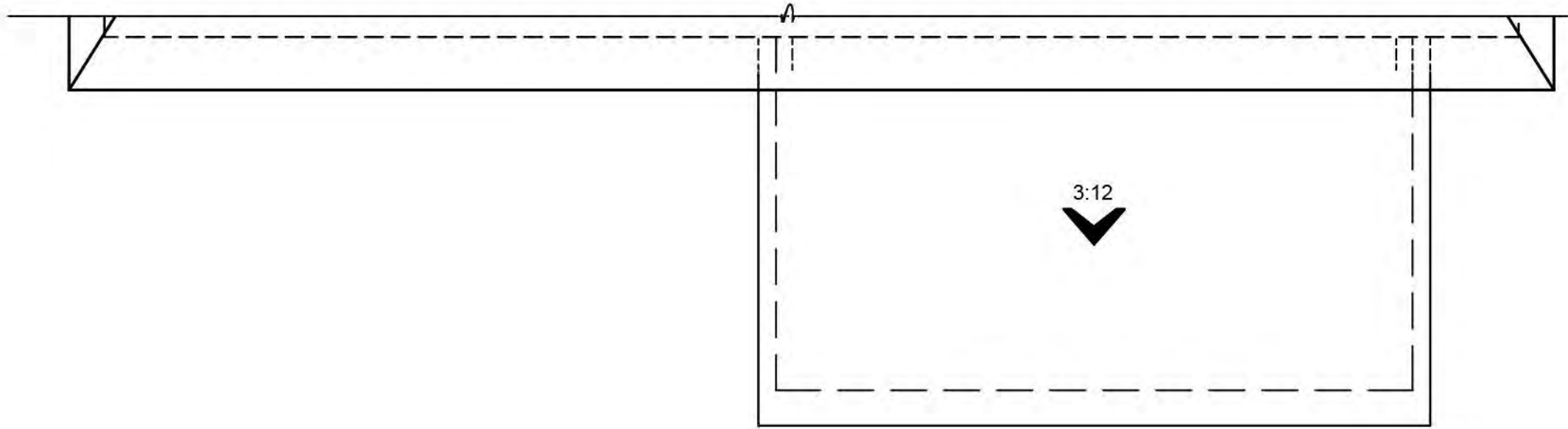
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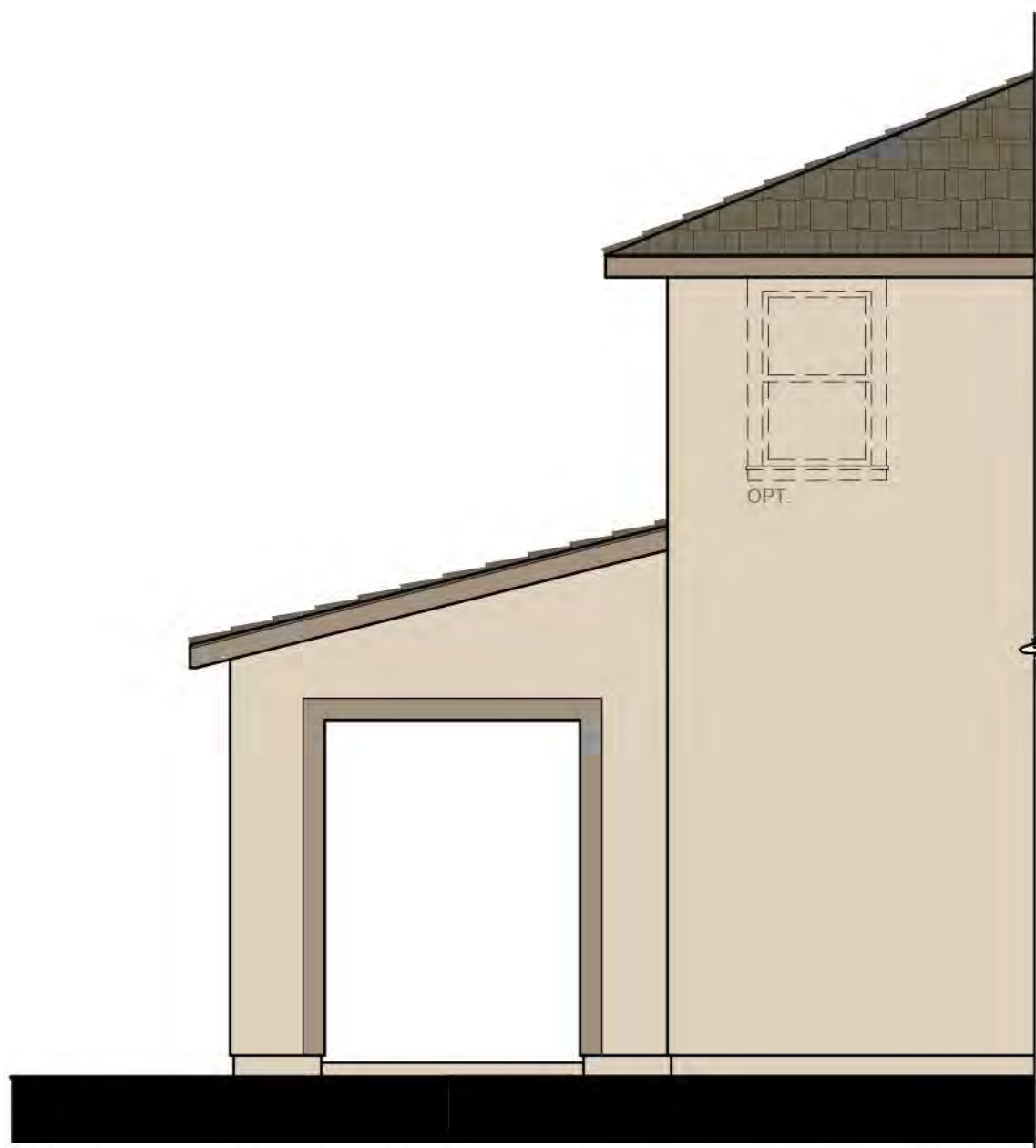
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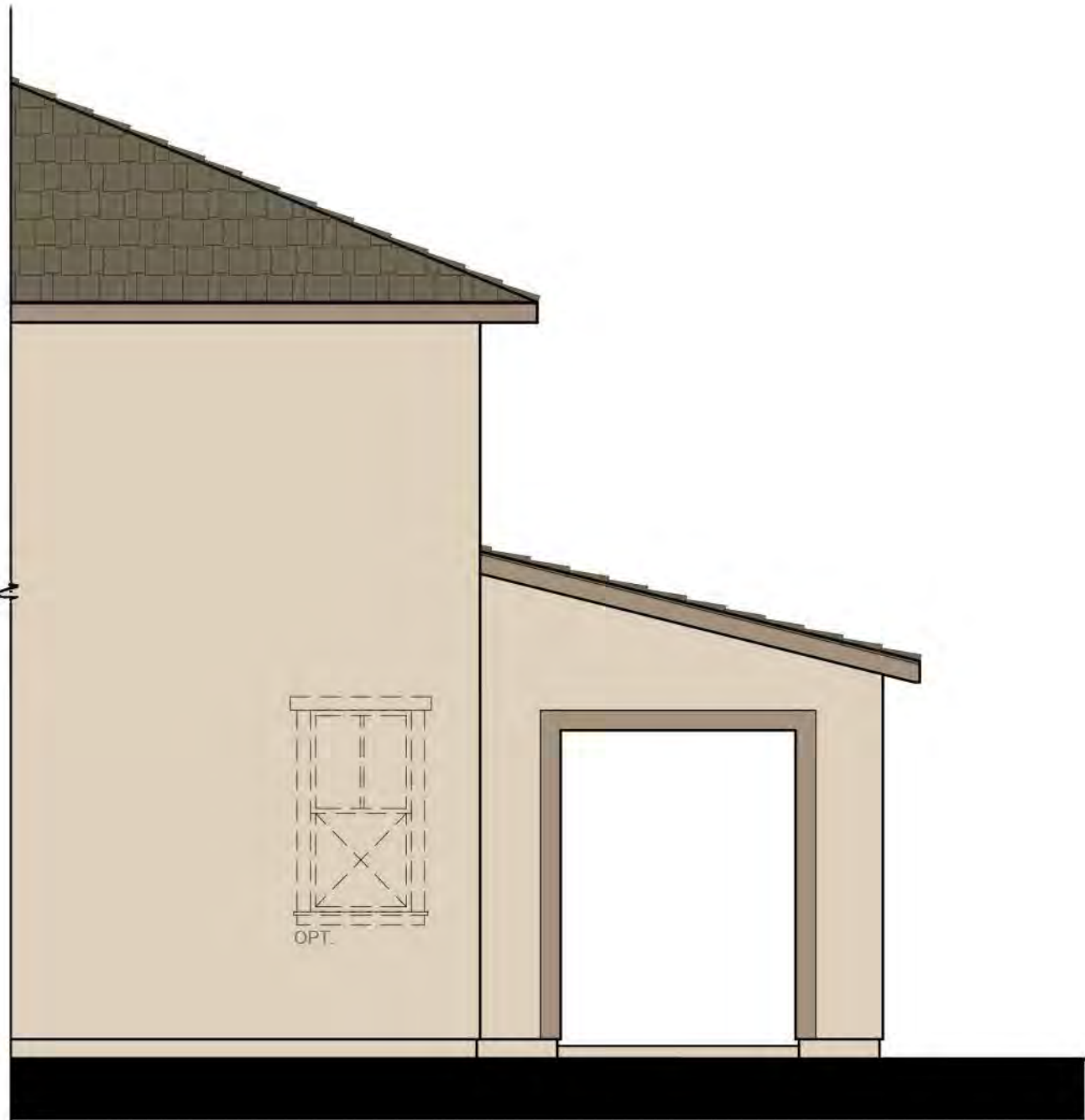
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N923 - TOURMALINE
COVERED PATIO ELEVATIONS D - PRAIRIE -

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



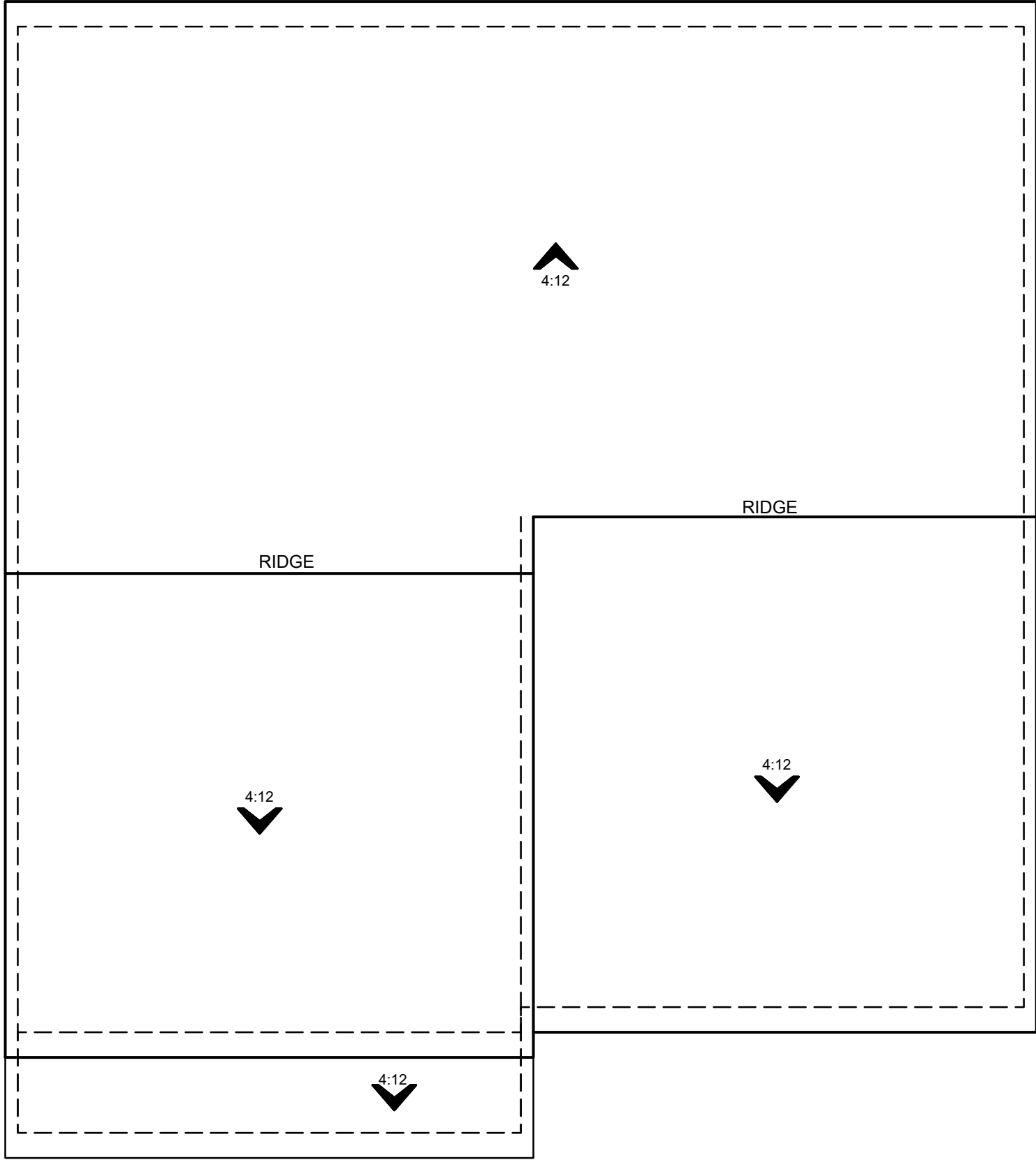
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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

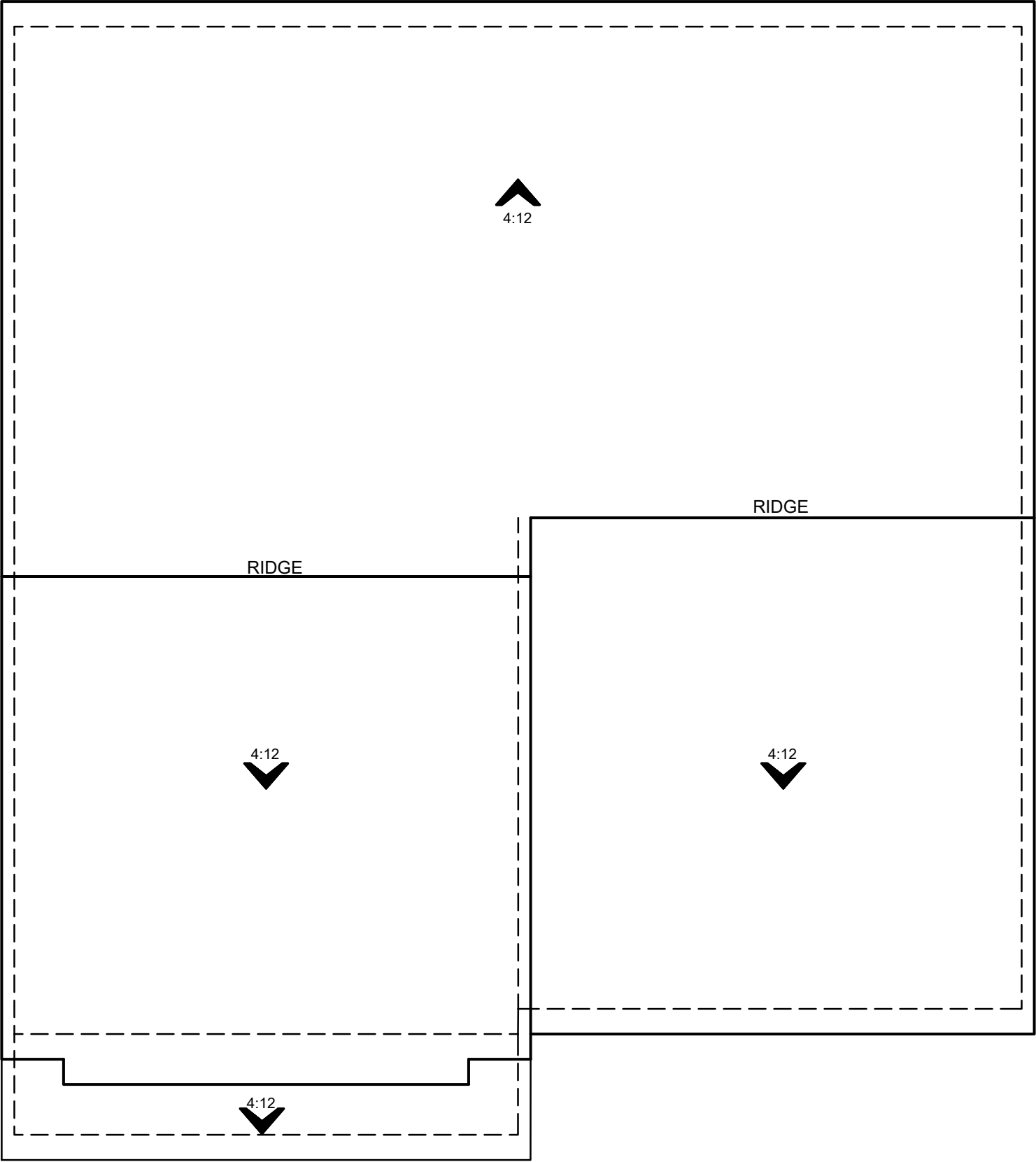
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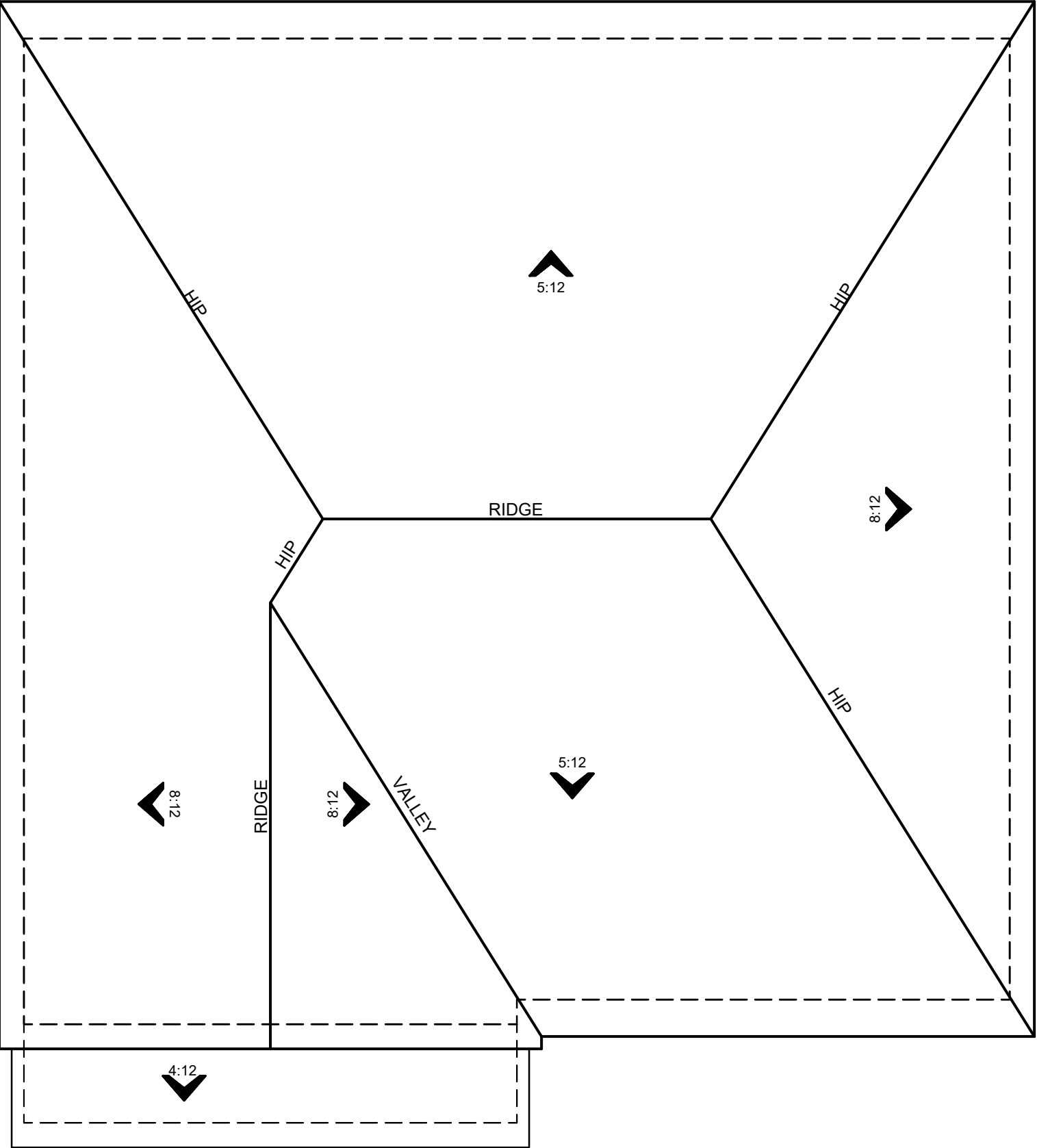
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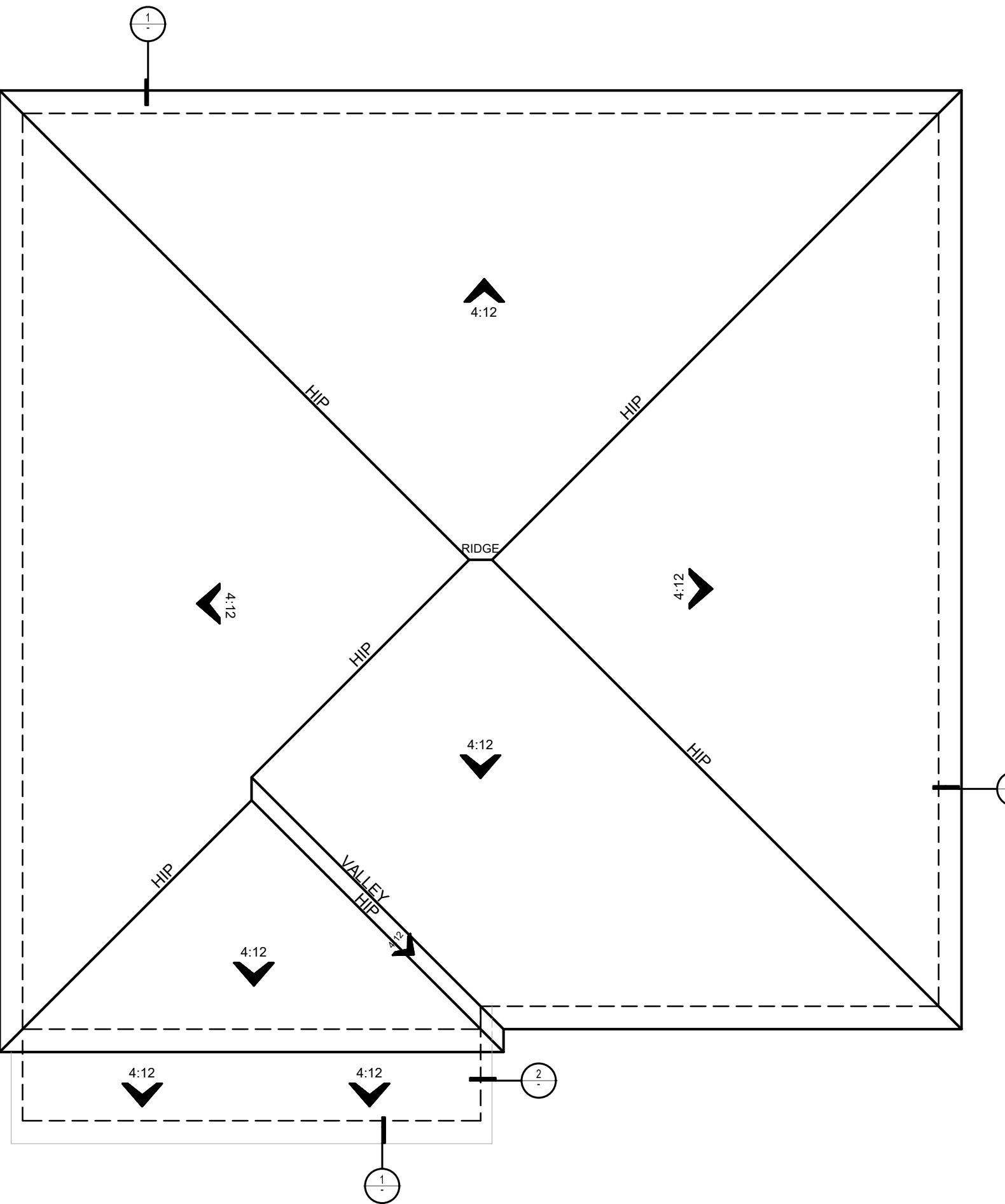
FARMHOUSE-A



CRAFTSMAN - B

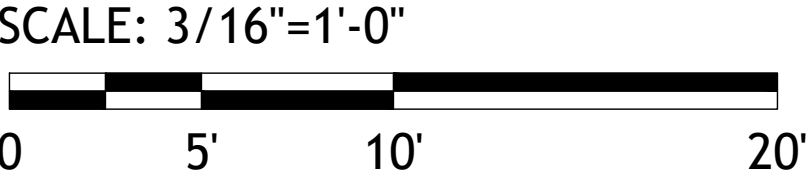


WINE COUNTRY - C



PRAIRIE- D

N923 - TOURMALINE
ROOF PLANS



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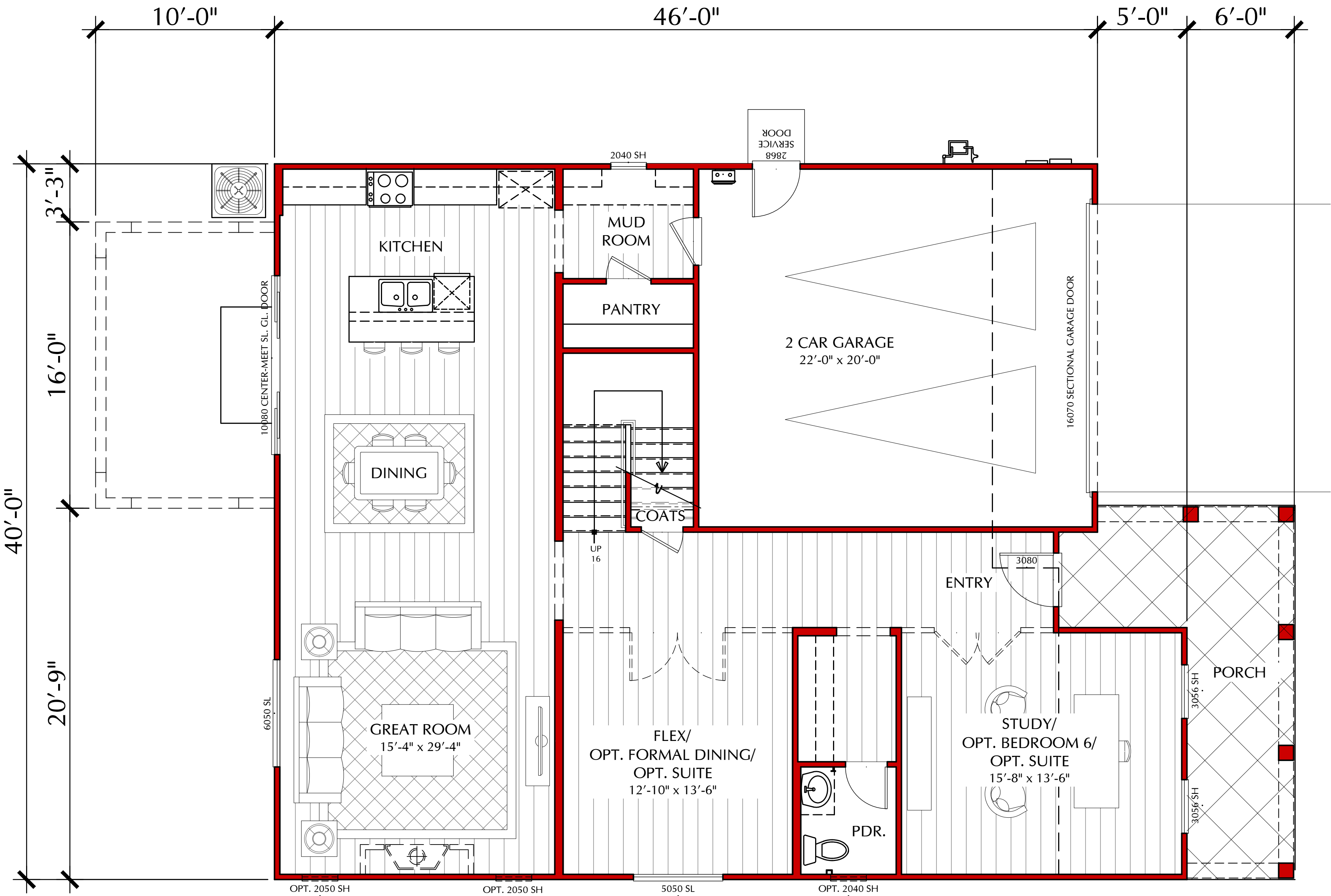
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N924 - AMMOLITE
4 BEDROOMS / 2.5 BATHS / 2 CAR GARAGE
STUDY / LOFT

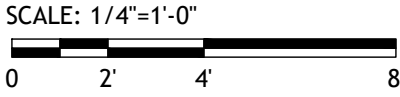
AREA TABULATION

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

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



FIRST FLOOR
N924 - AMMOLITE



FLOOR PLAN REFLECTS 'A' ELEVATION



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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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



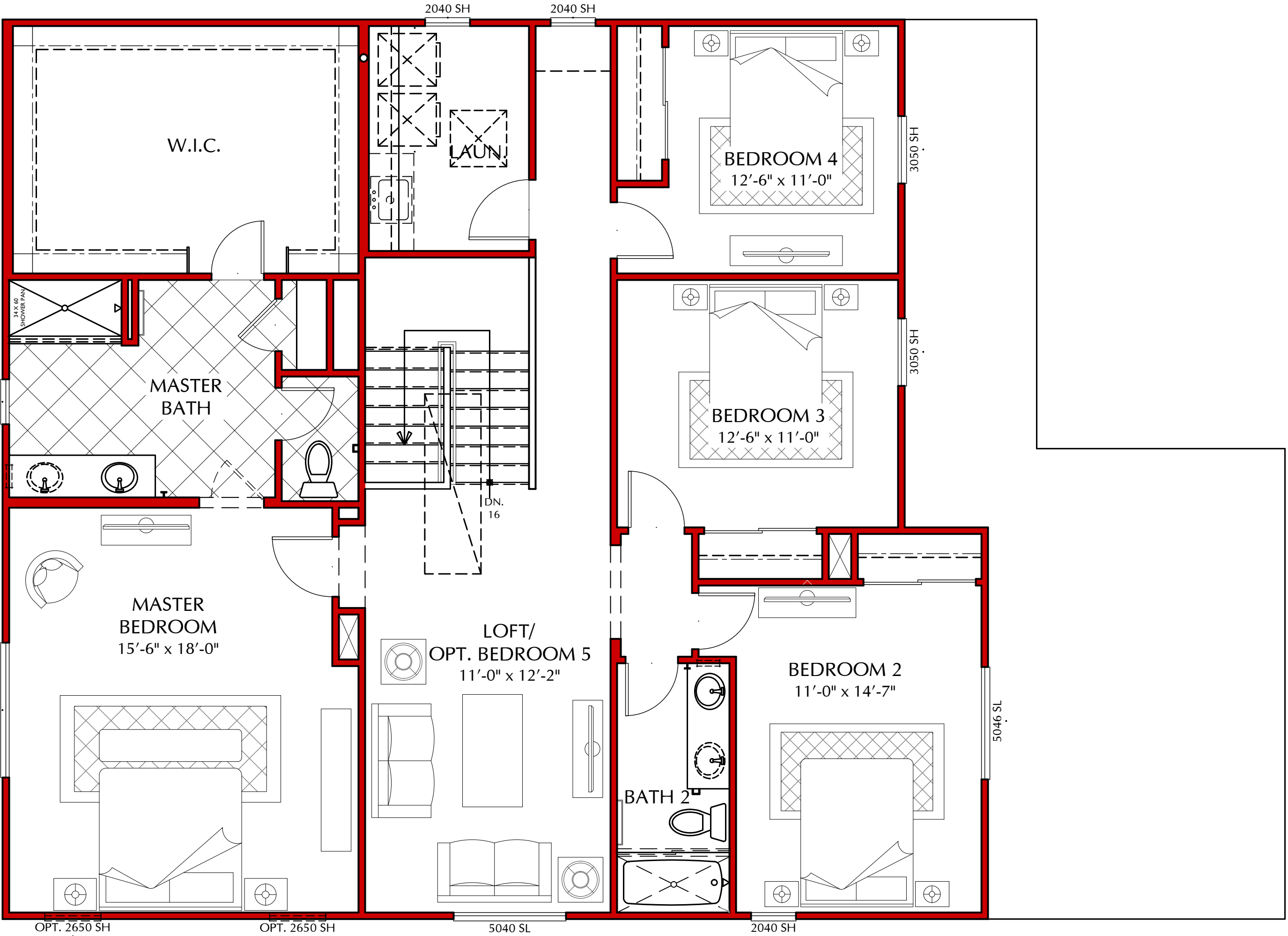
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N924 - AMMOLITE
4 BEDROOMS / 2.5 BATHS / 2 CAR GARAGE
STUDY / LOFT

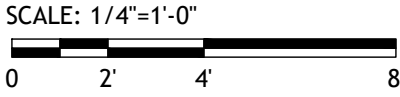
AREA TABULATION

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

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



SECOND FLOOR
N924 - AMMOLITE



FLOOR PLAN REFLECTS 'A' ELEVATION



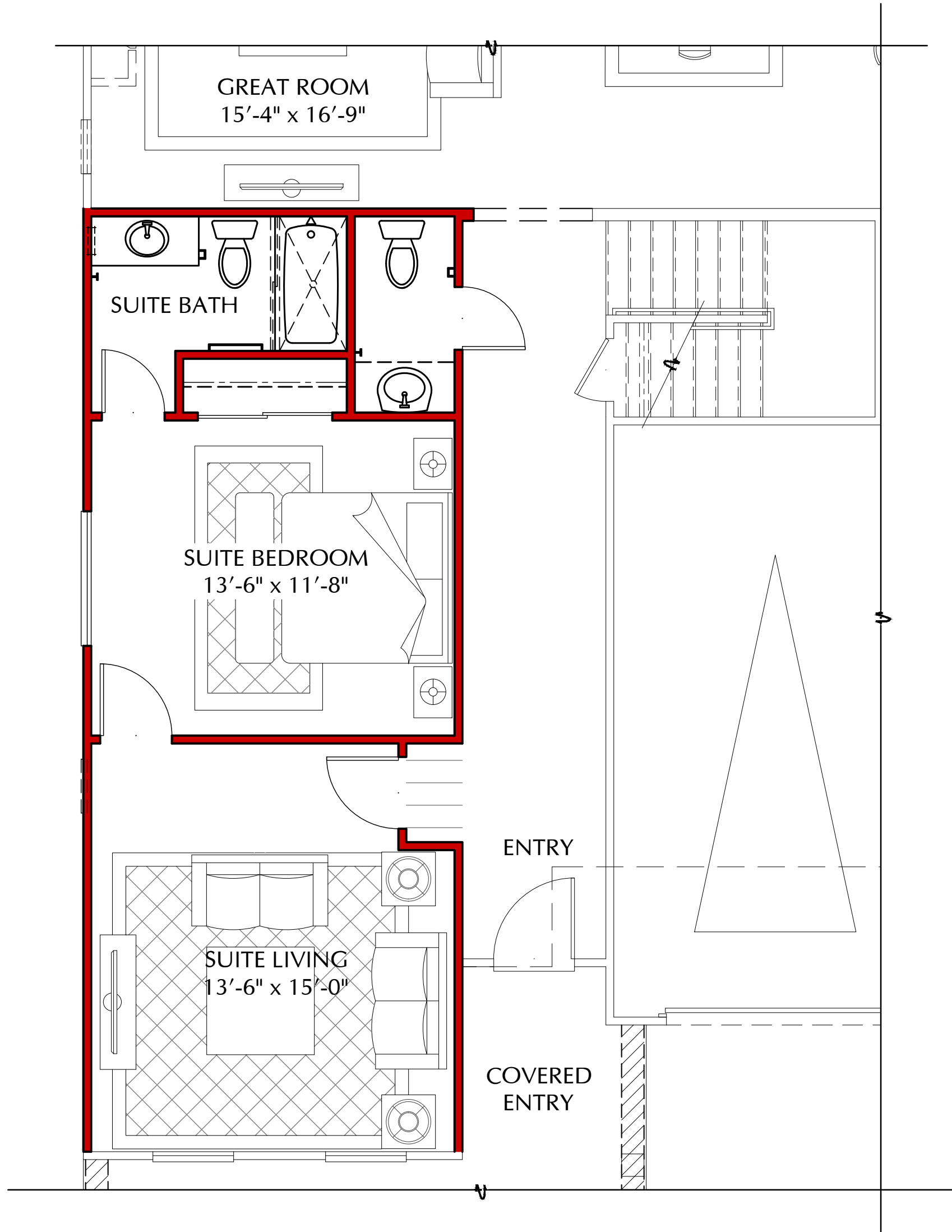
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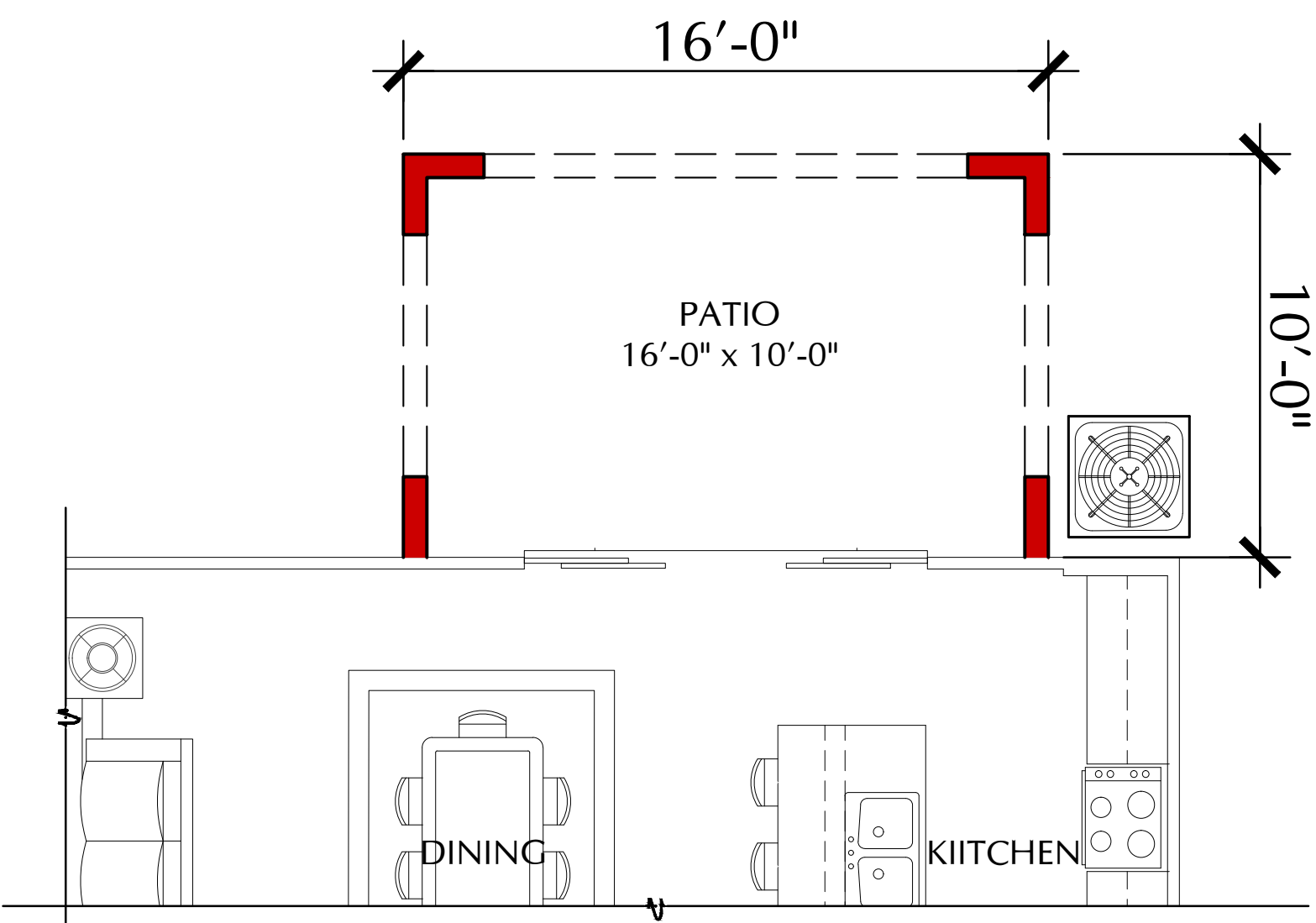
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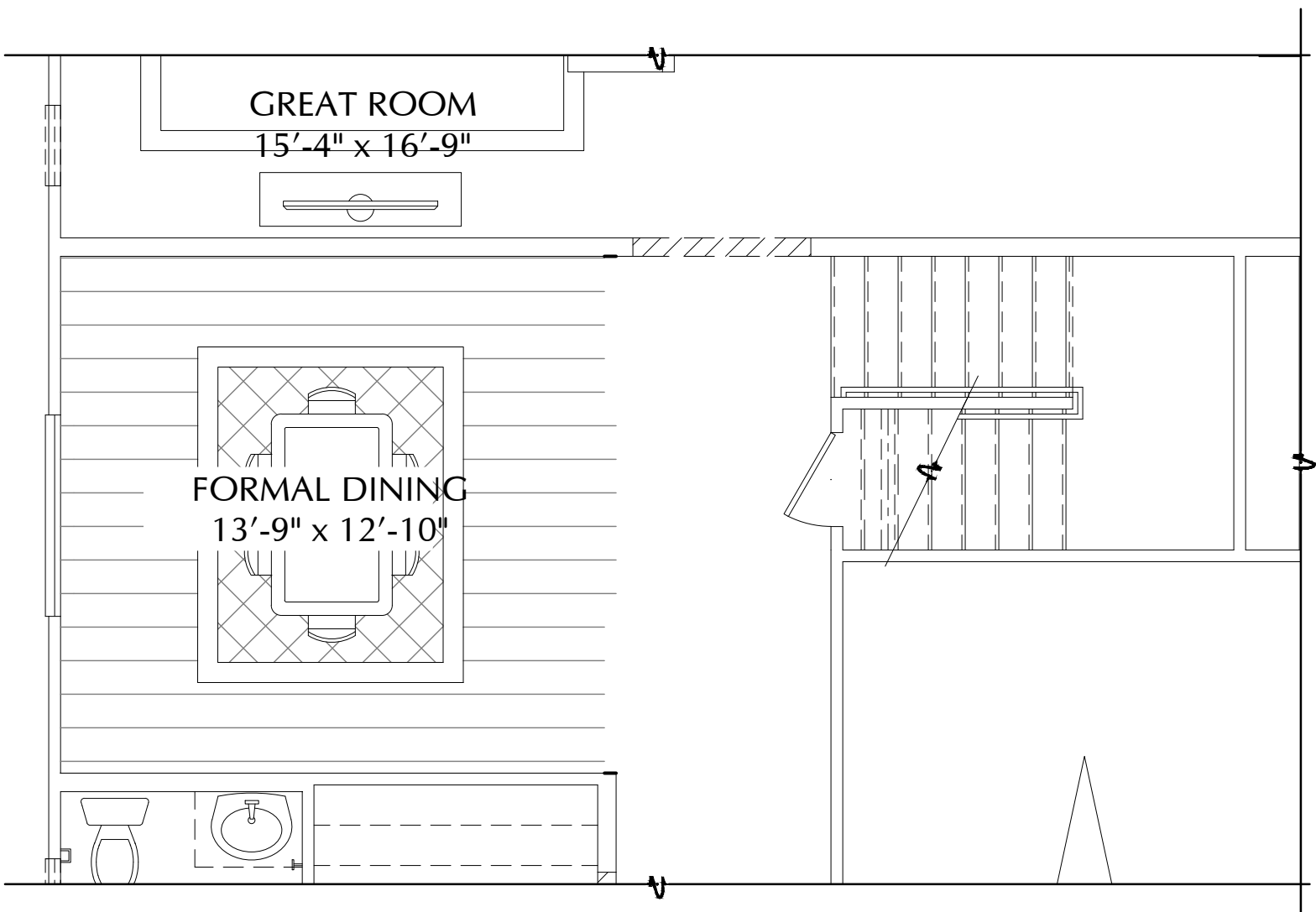
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SUITE PLAN N923
SCALE: 1/4" = 1'-0"



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



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

N924 - AMMOLITE
FLOOR PLAN OPTIONS

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

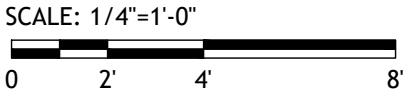
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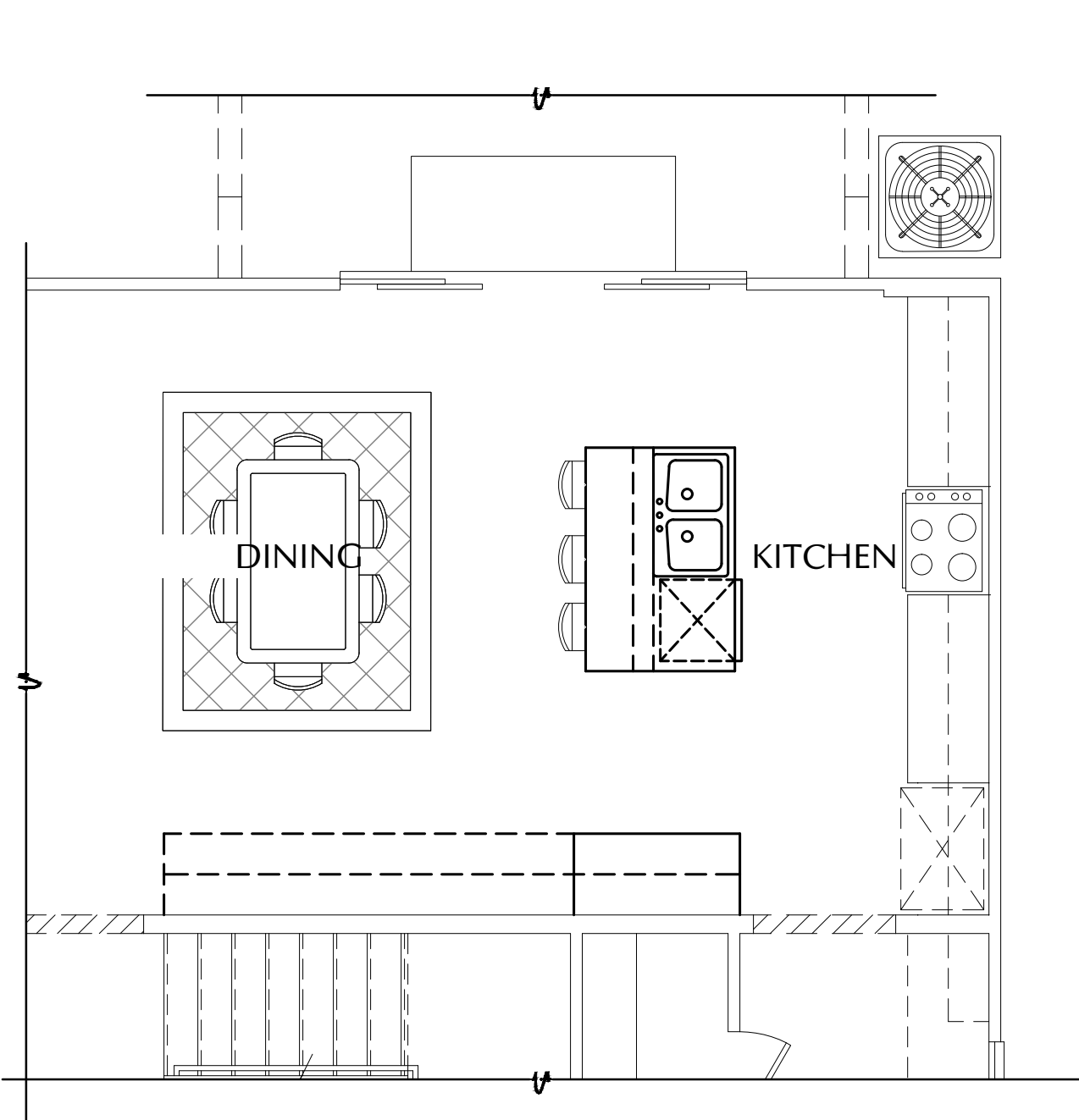


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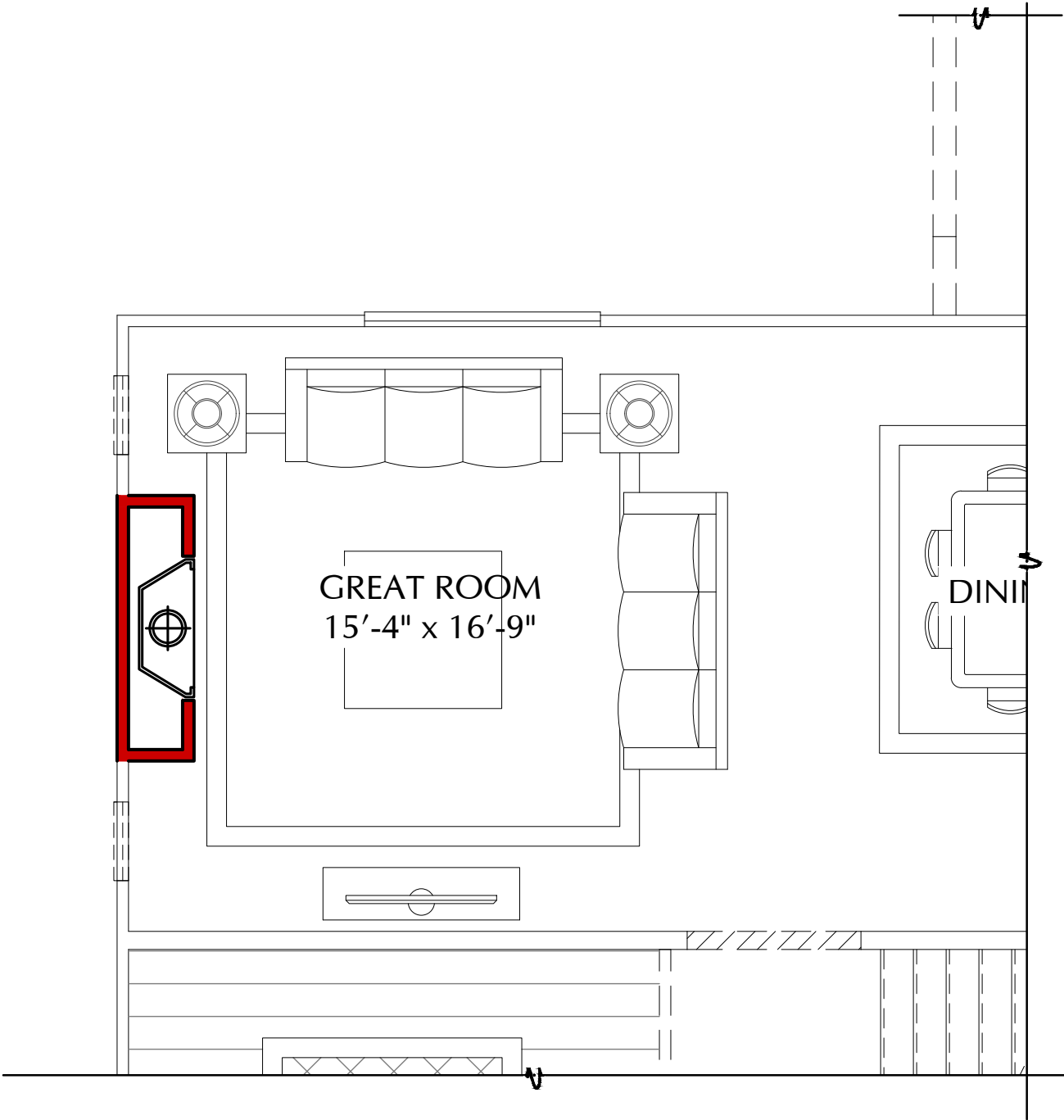


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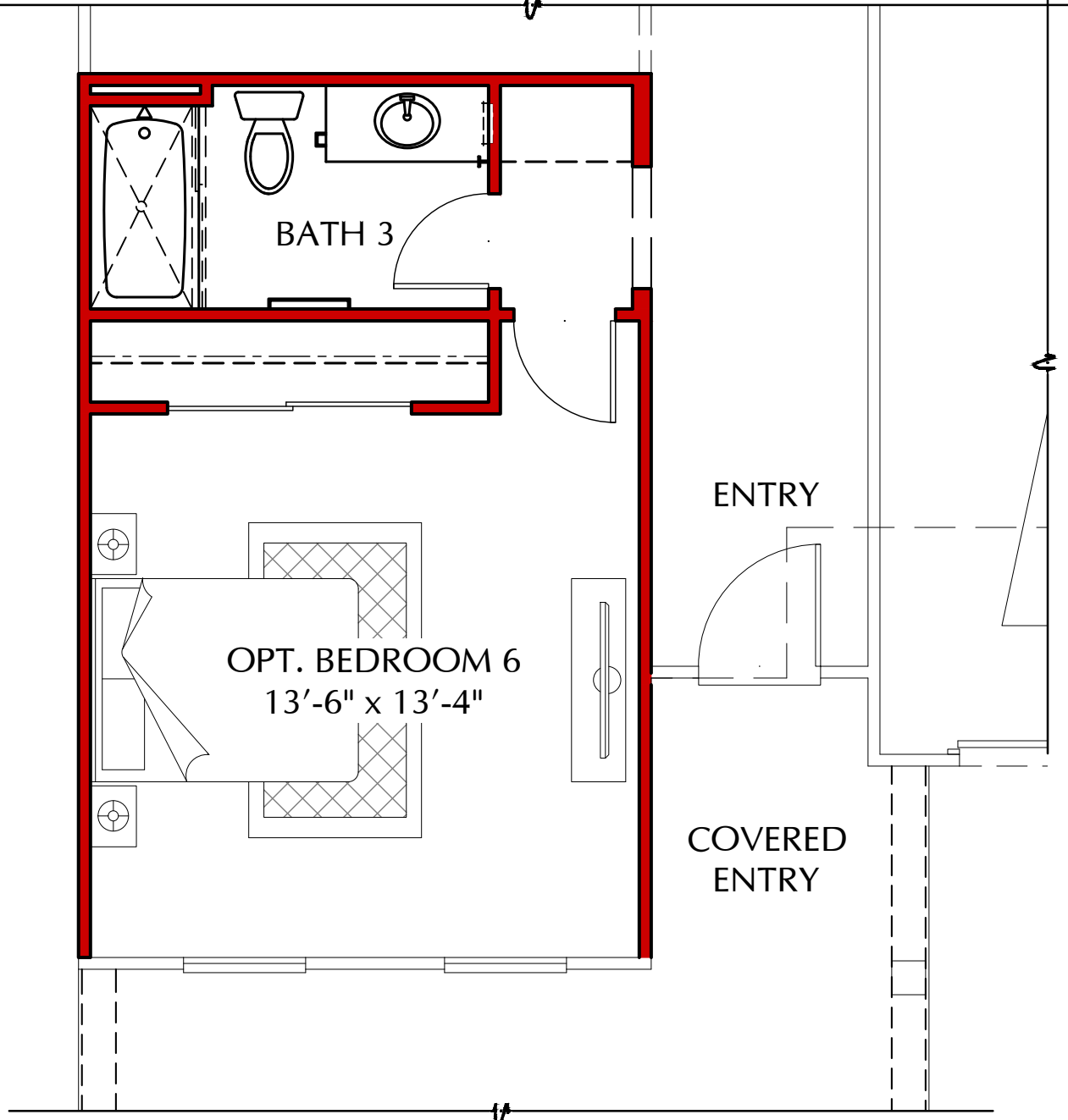




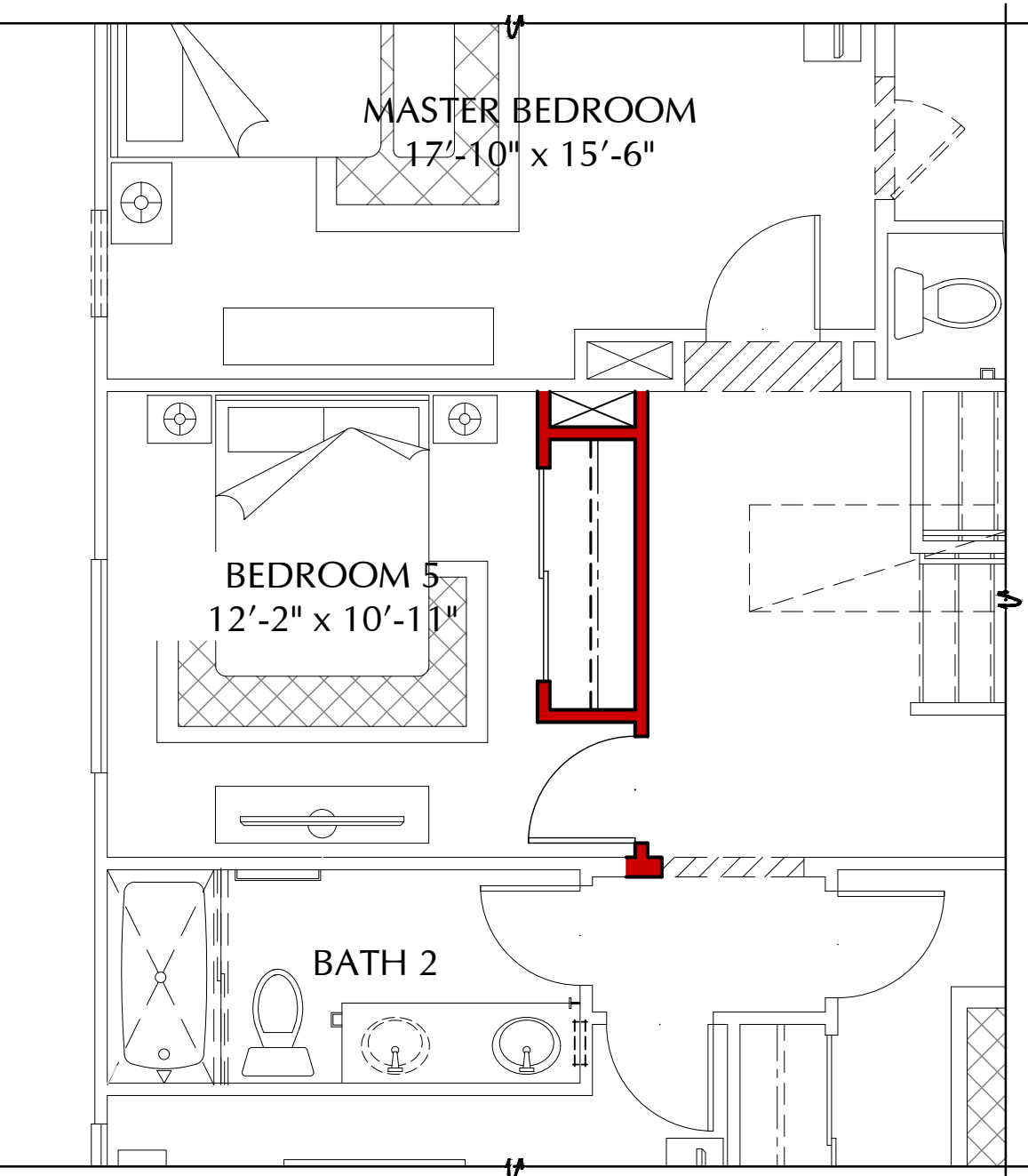
OPT. ALT KITCHEN PLAN N923
SCALE: 1/4" = 1'-0"



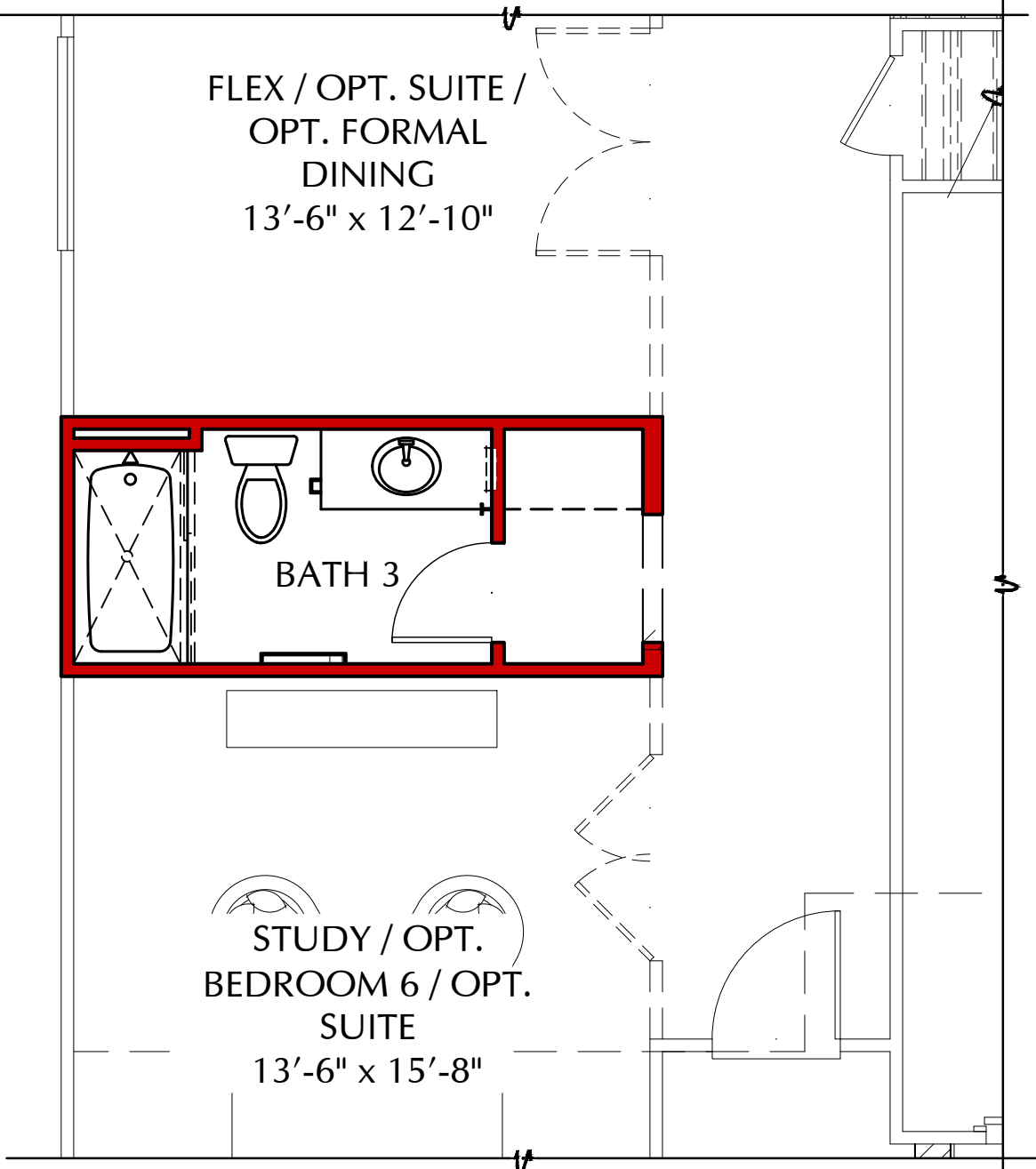
OPT. FIREPLACE PLAN N923
SCALE: 1/4" = 1'-0"



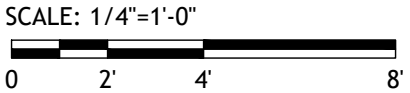
OPT. BEDROOM 6 PLAN N923
IN LIEU OF LOFT SCALE: 1/4" = 1'-0"



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



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



N924 - AMMOLITE
FLOOR PLAN OPTIONS

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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FARMHOUSE-A



CRAFTSMAN - B



WINE COUNTRY - C



PRAIRIE- D

N924 - AMMOLITE
FRONT ELEVATIONS

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



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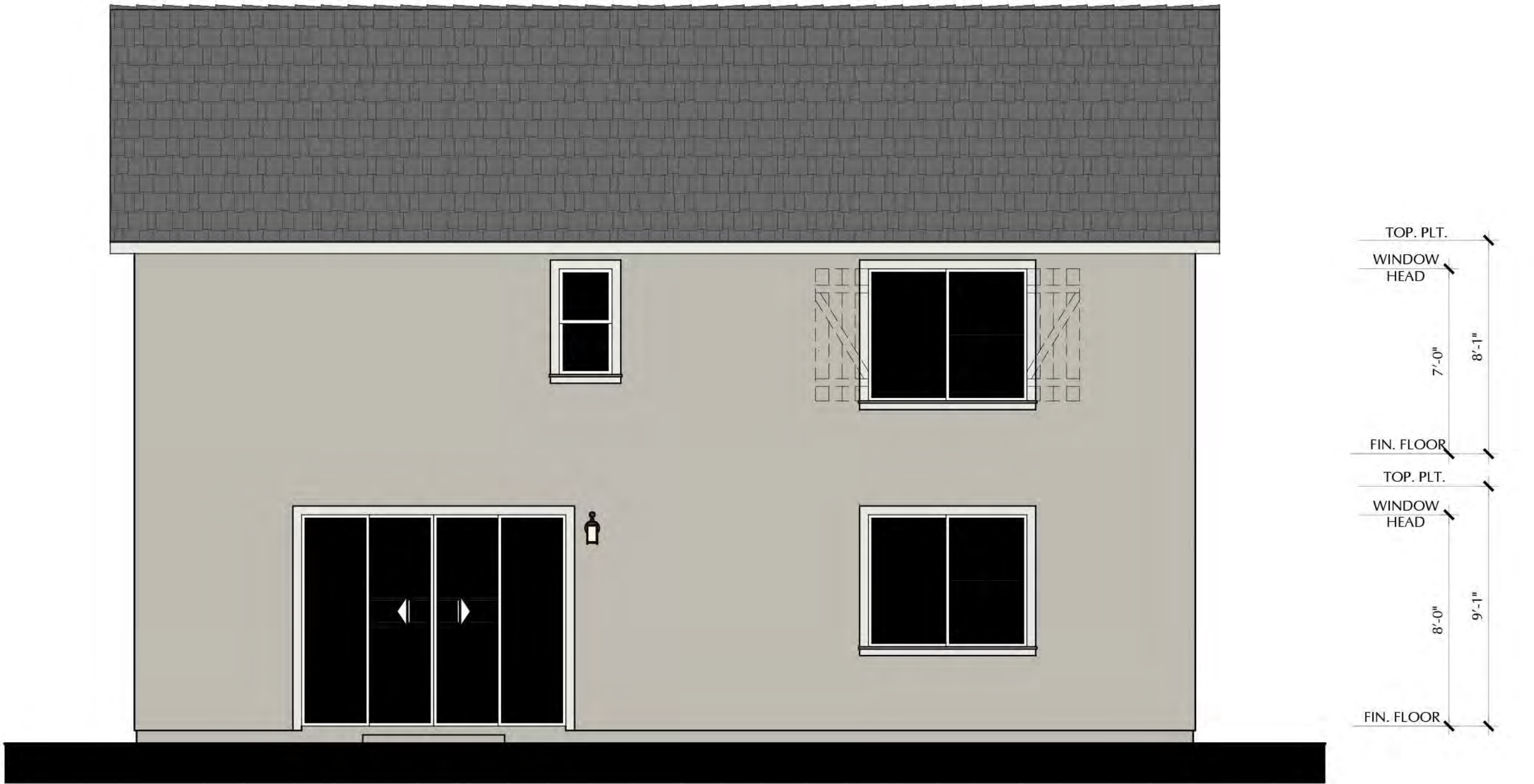
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FRONT ELEVATION - FARMHOUSE



REAR ELEVATION - FARMHOUSE

N924 - AMMOLITE
FRONT & REAR ELEVATIONS A

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



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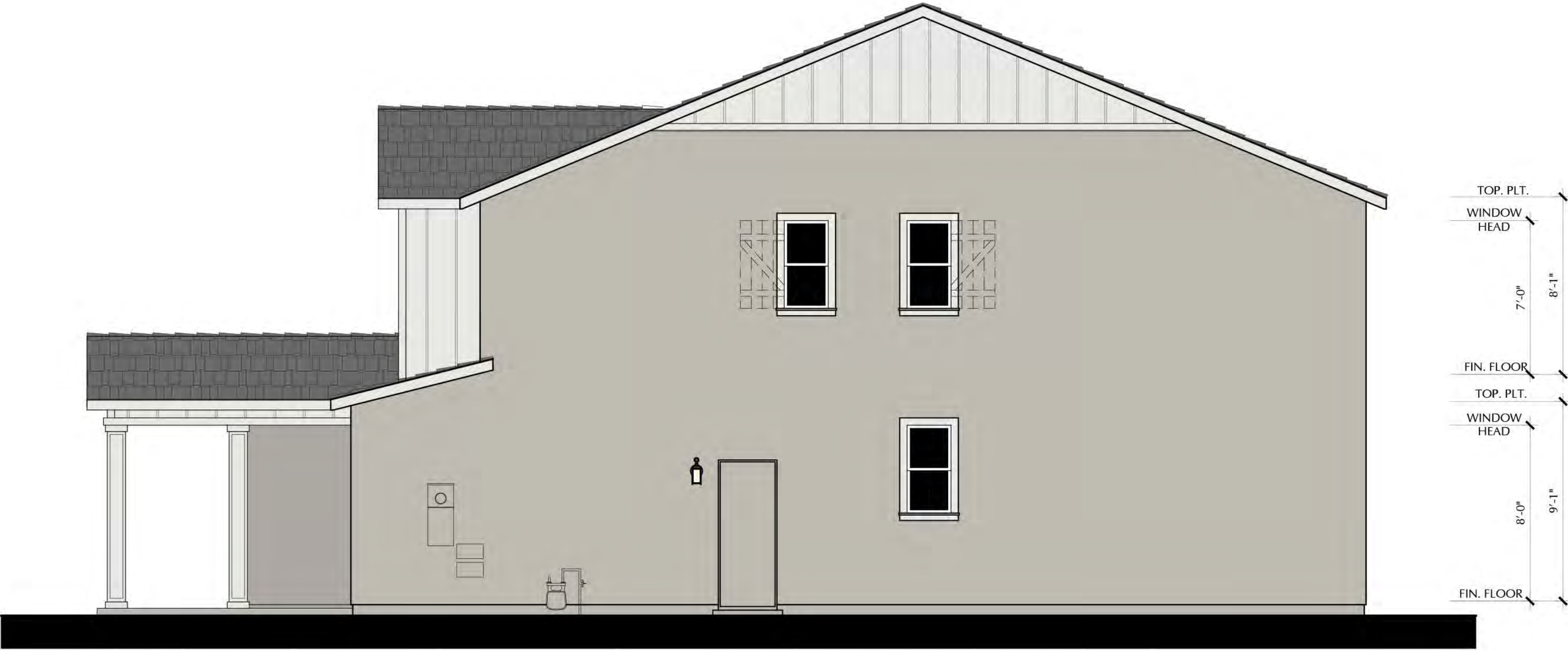
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LEFT ELEVATION - FARMHOUSE



RIGHT ELEVATION - FARMHOUSE

N924 - AMMOLITE
SIDE ELEVATIONS A

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



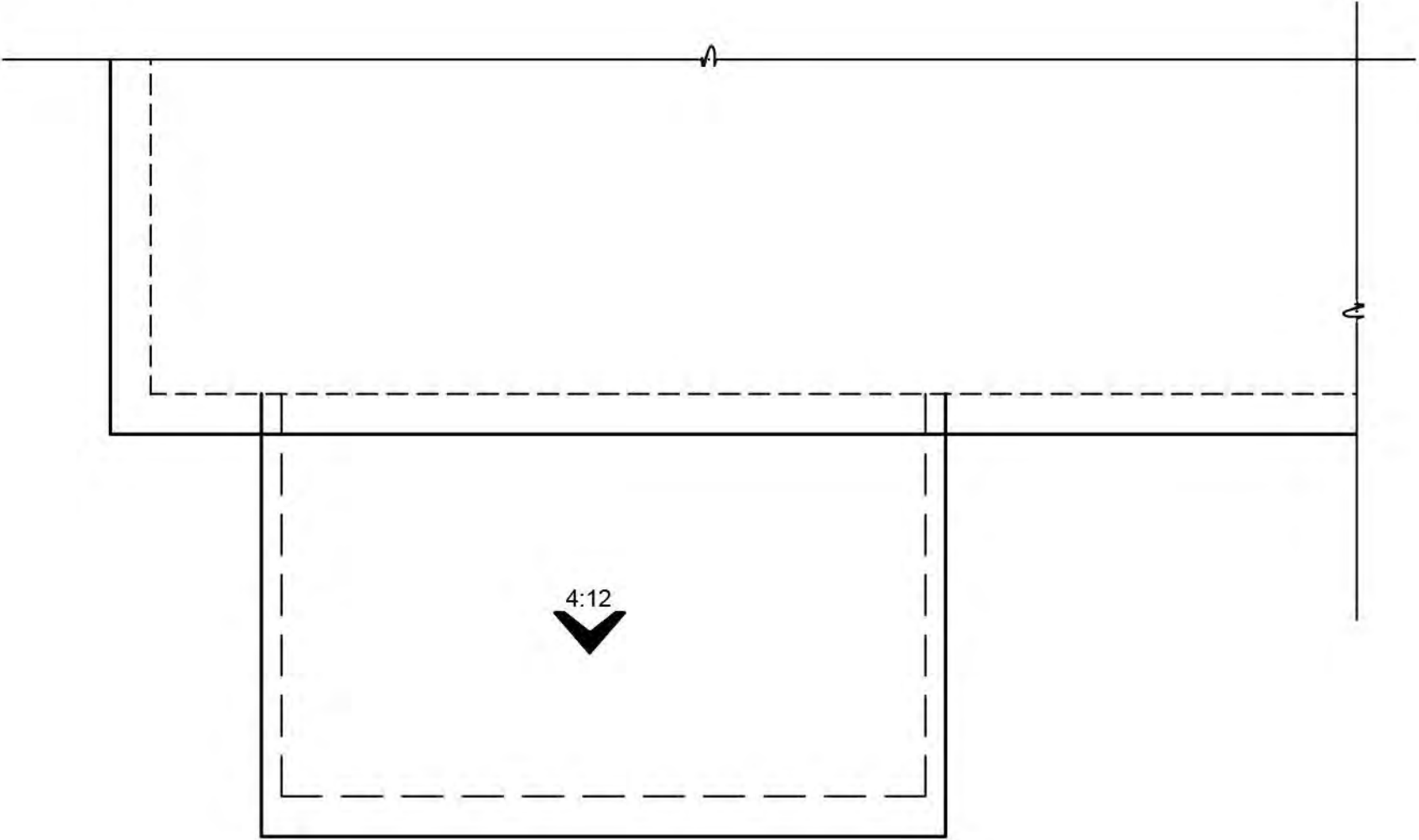
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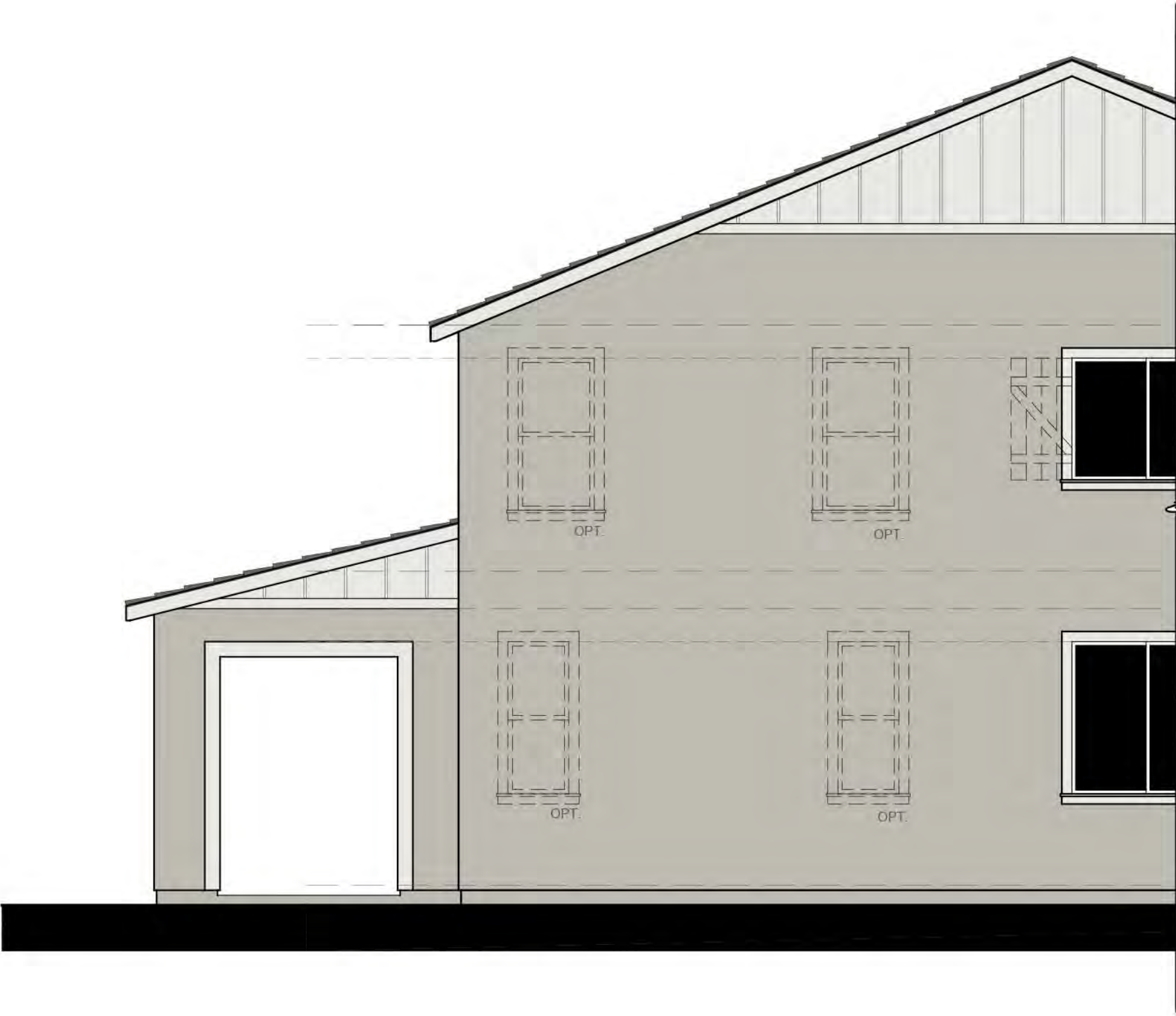
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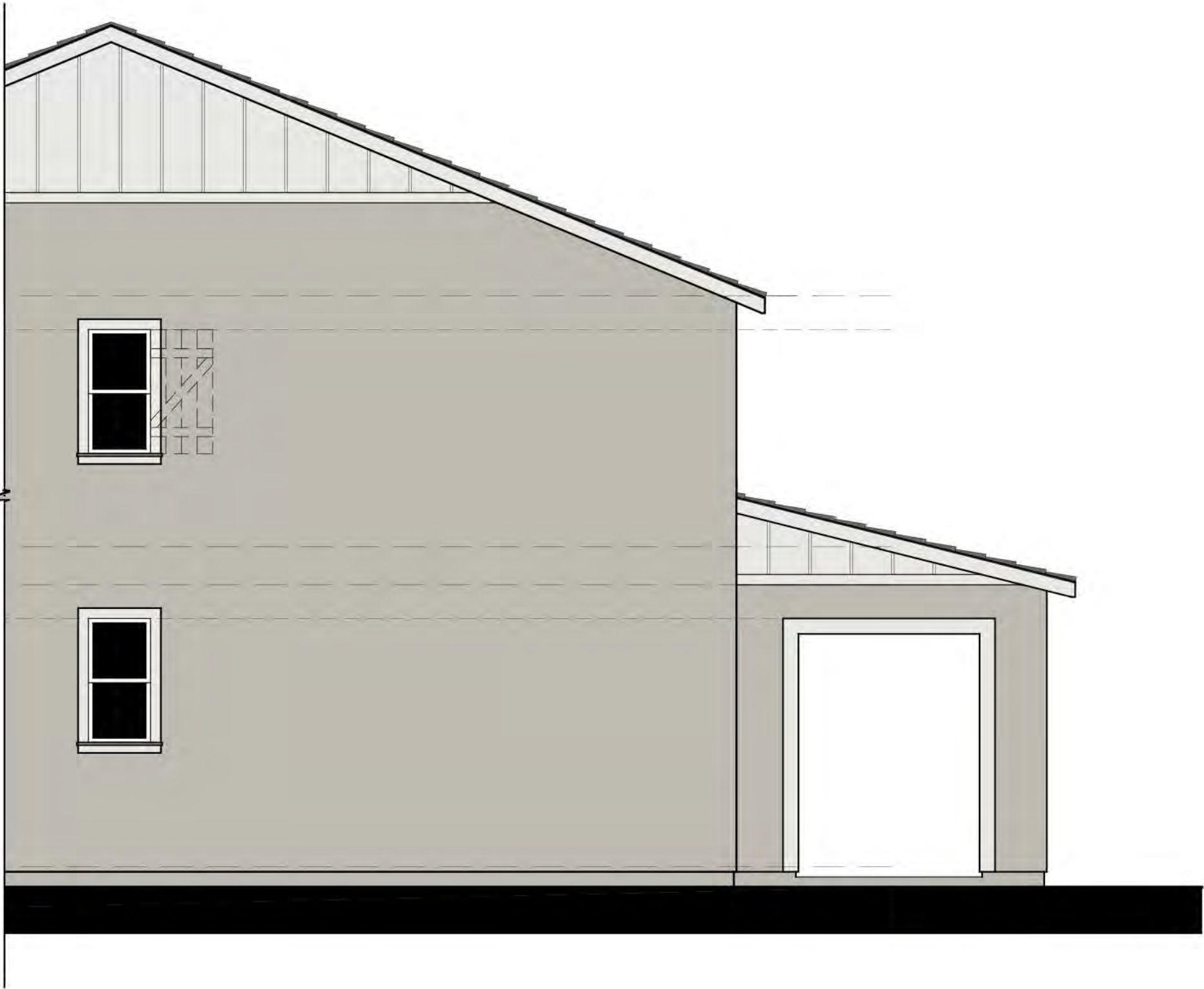
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N924 - AMMOLITE
COVERED PATIO ELEVATIONS A - FARMHOUSE -

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



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SEASONS AT MONTELENA
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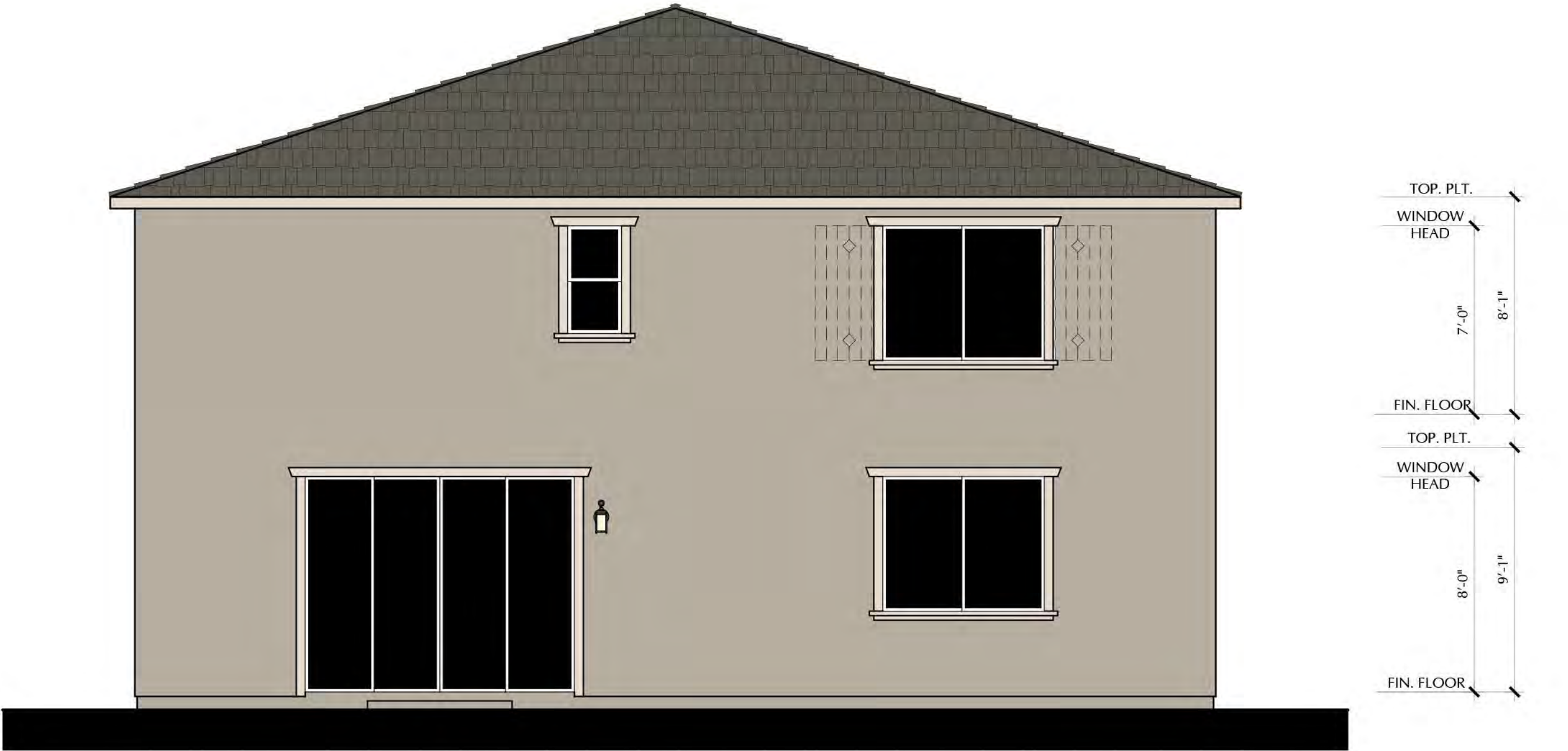
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FRONT ELEVATION - CRAFTSMAN



REAR ELEVATION - CRAFTSMAN

N924 - AMMOLITE
FRONT & REAR ELEVATIONS B

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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

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



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LEFT ELEVATION - CRAFTSMAN



RIGHT ELEVATION - CRAFTSMAN

N924 - AMMOLITE
SIDE ELEVATIONS B

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



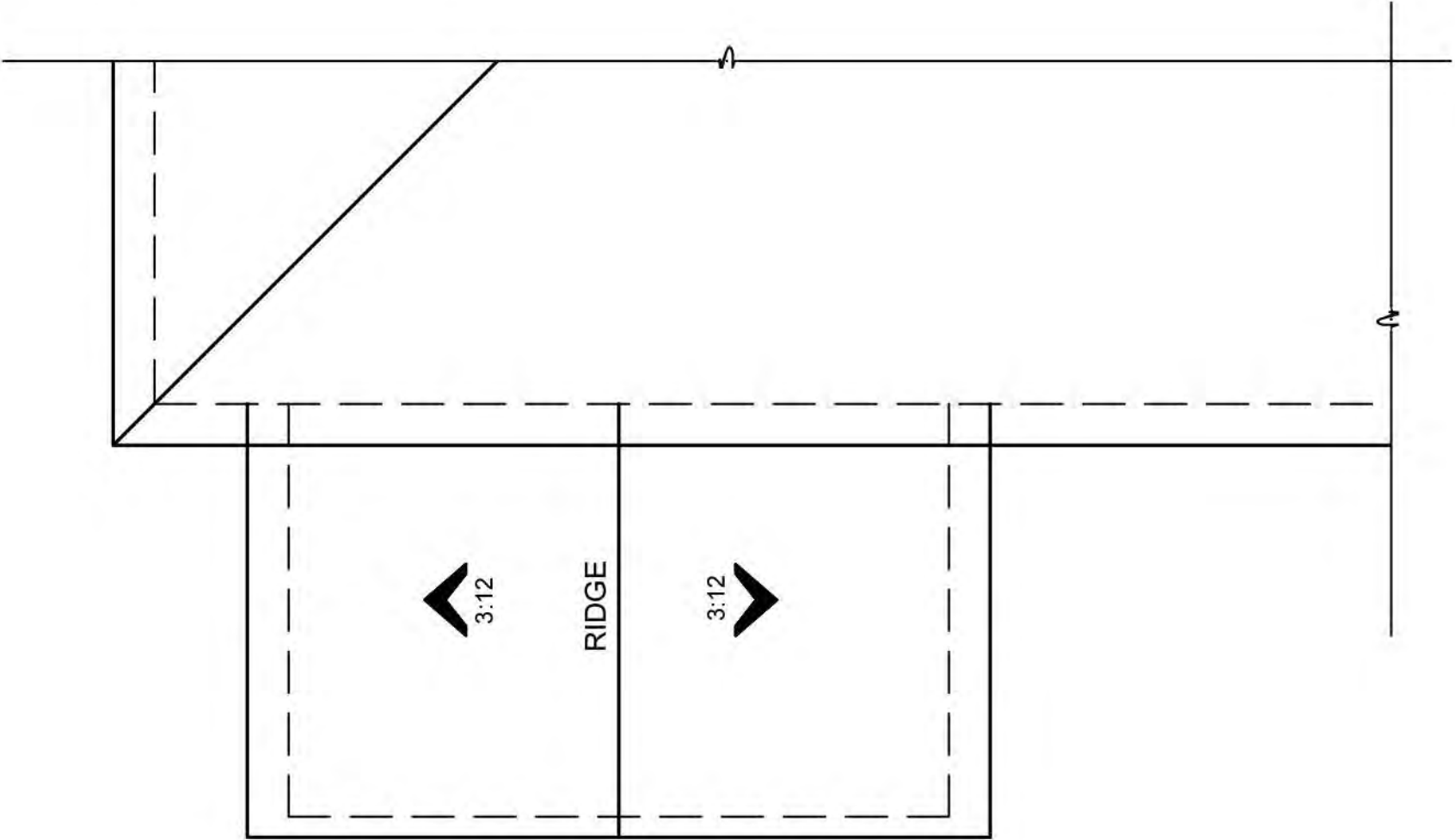
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SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

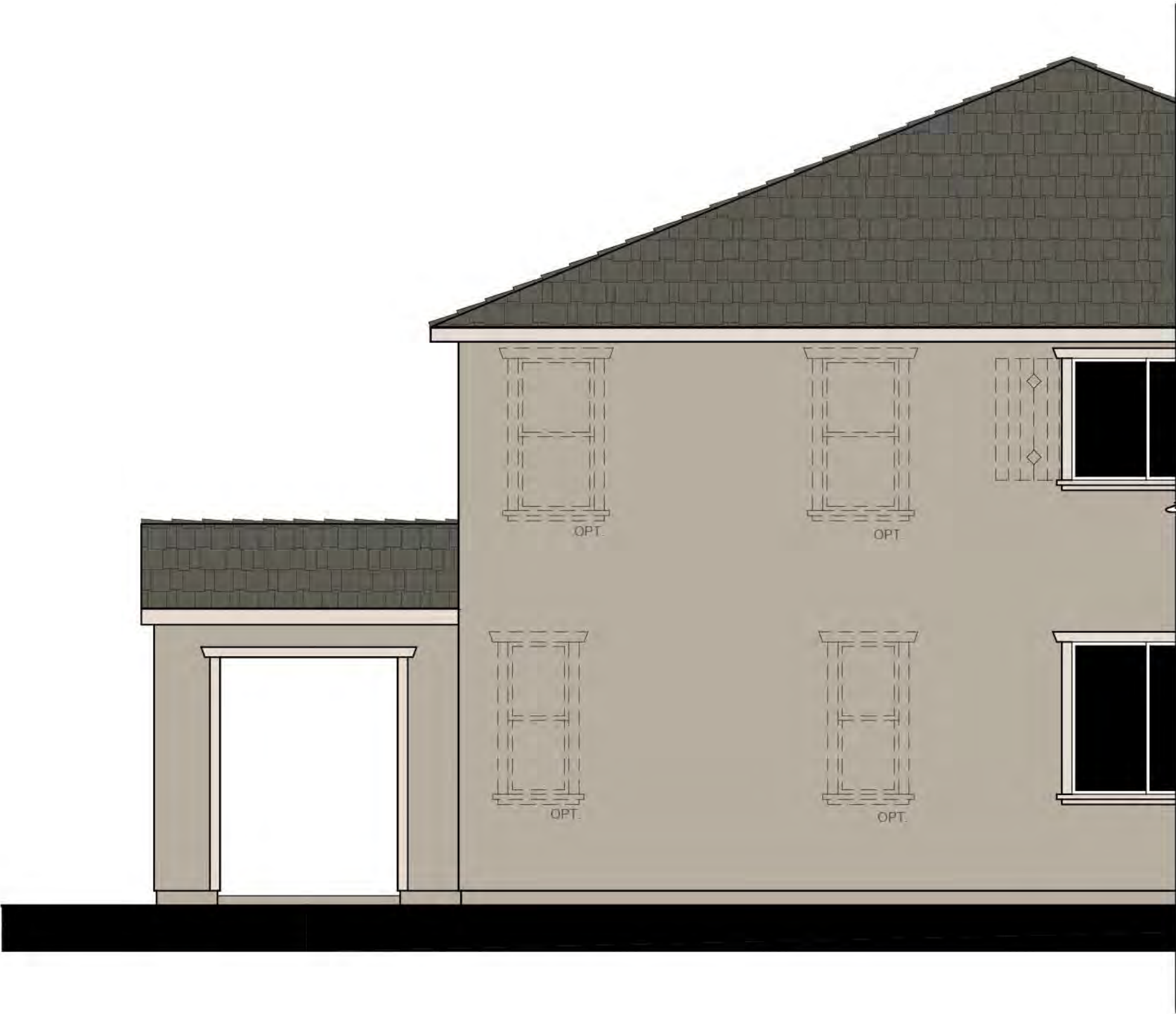
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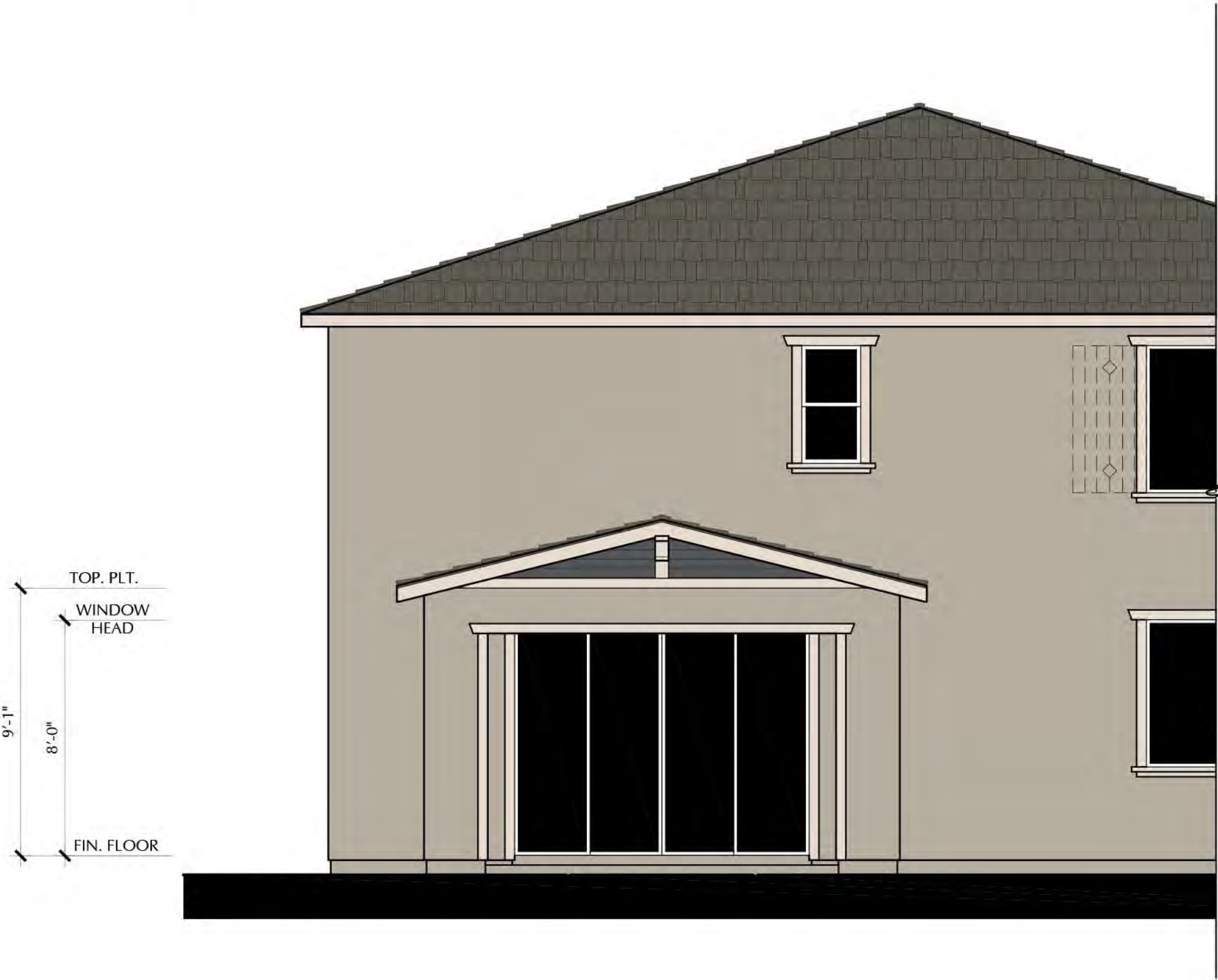
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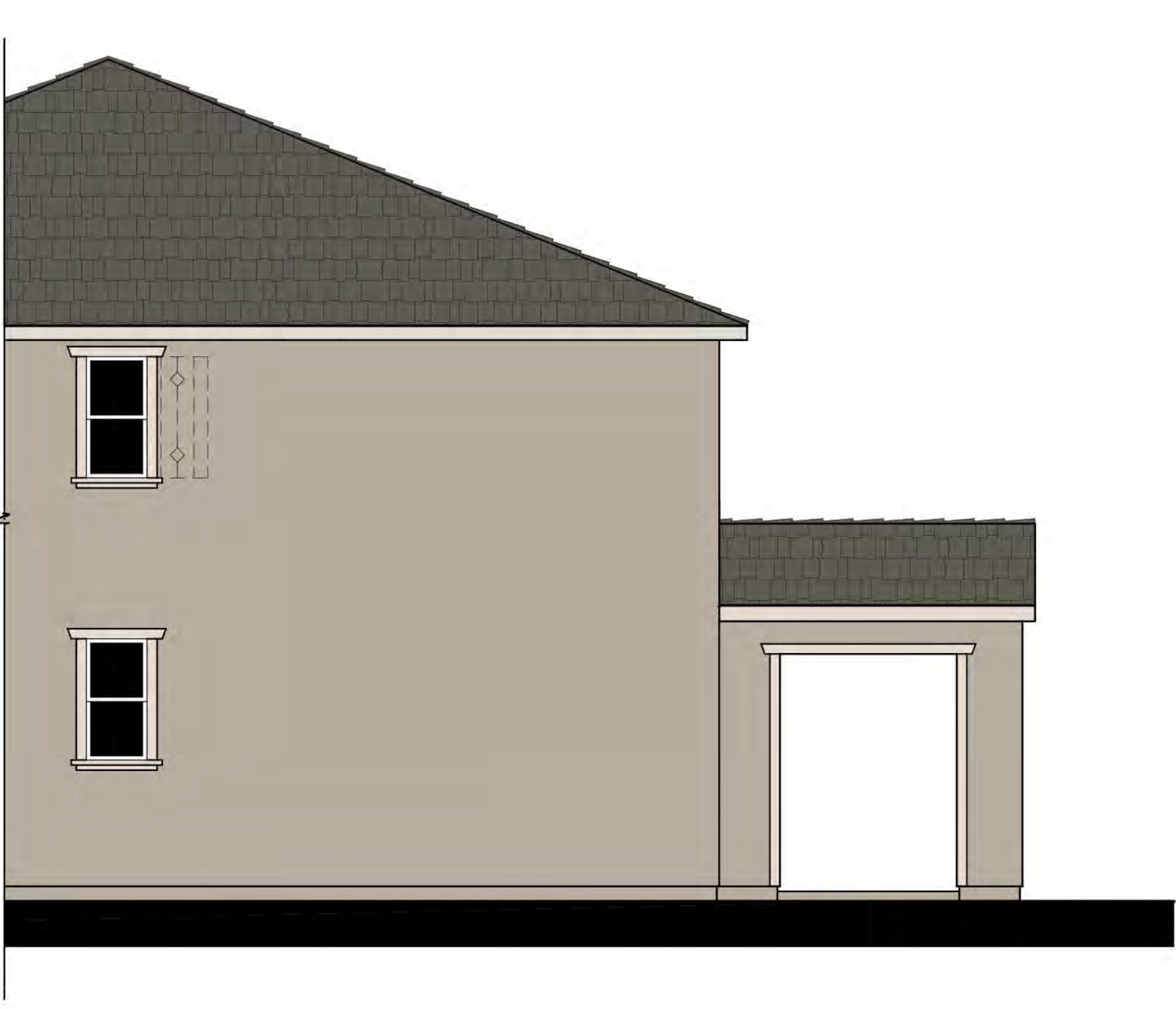
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N924 - AMMOLITE
COVERED PATIO ELEVATIONS B - CRAFTSMAN -

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



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SEASONS AT MONTELENA
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FRONT ELEVATION - WINE COUNTRY



REAR ELEVATION - WINE COUNTRY

N913 - PEARL

FRONT & REAR ELEVATIONS C

SEASONS AT MONTELENA
RANCHO CORDOVA, CALIFORNIA

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



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LEFT ELEVATION - WINE COUNTRY



RIGHT ELEVATION - WINE COUNTRY

N924 - AMMOLITE
SIDE ELEVATIONS C

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



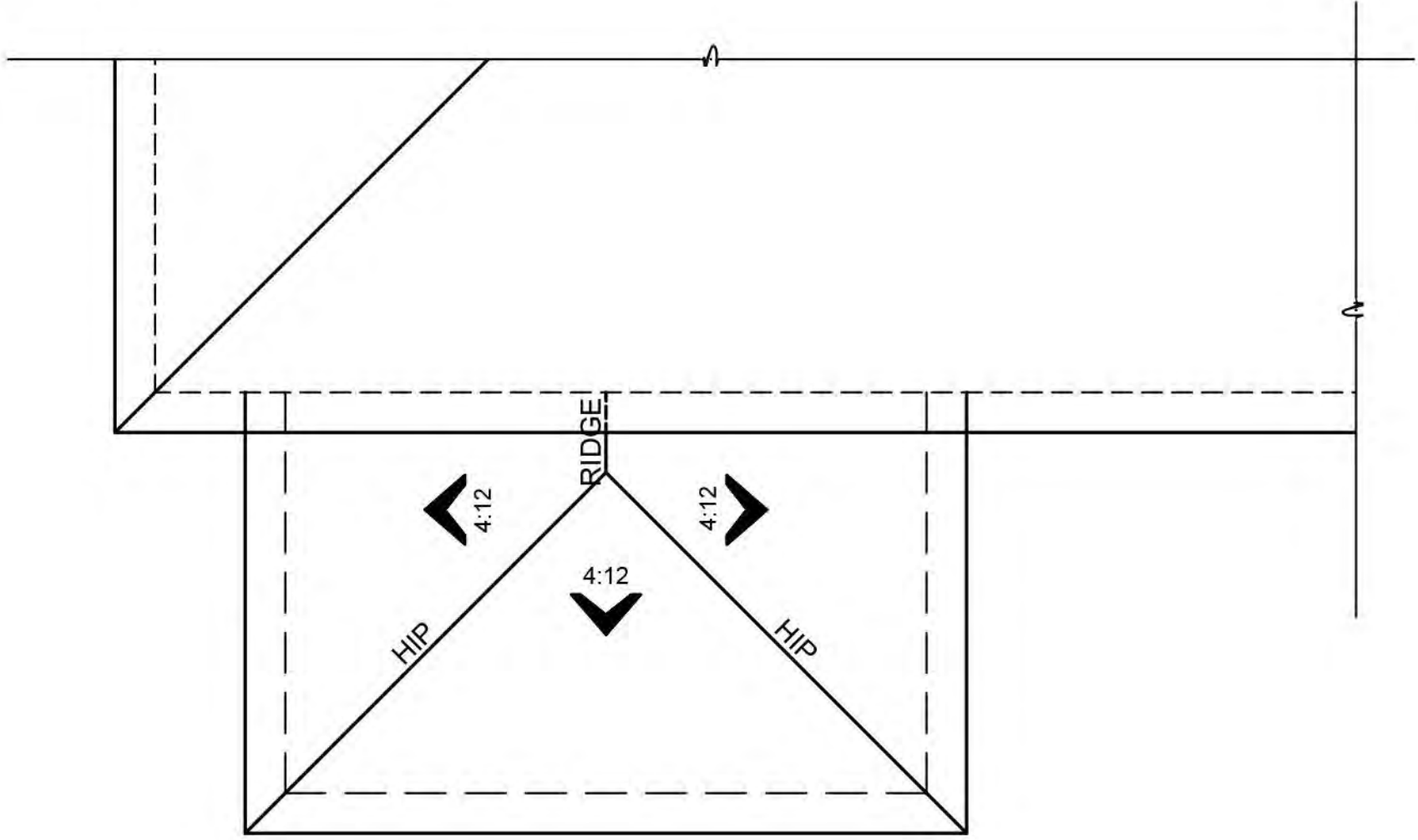
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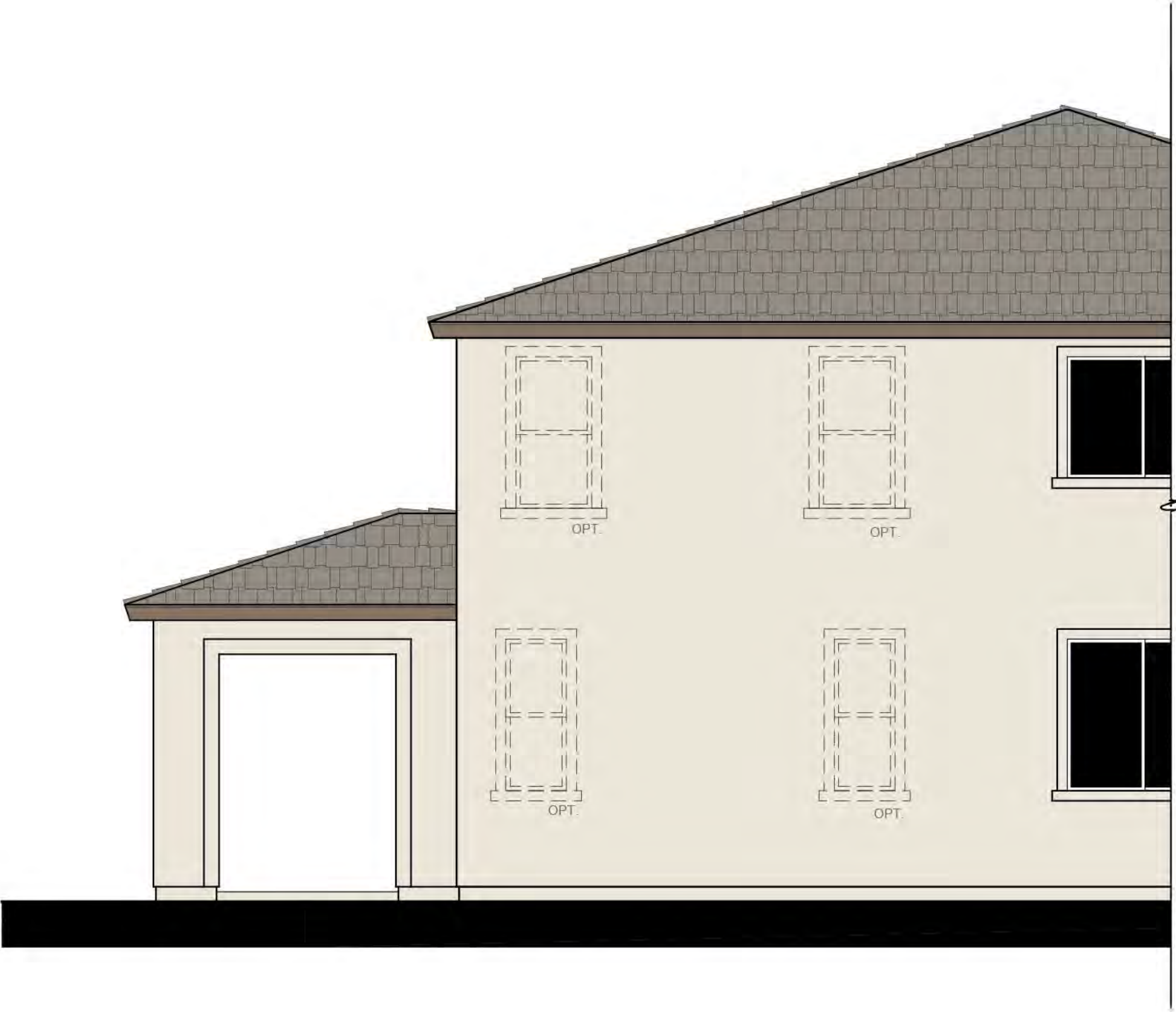
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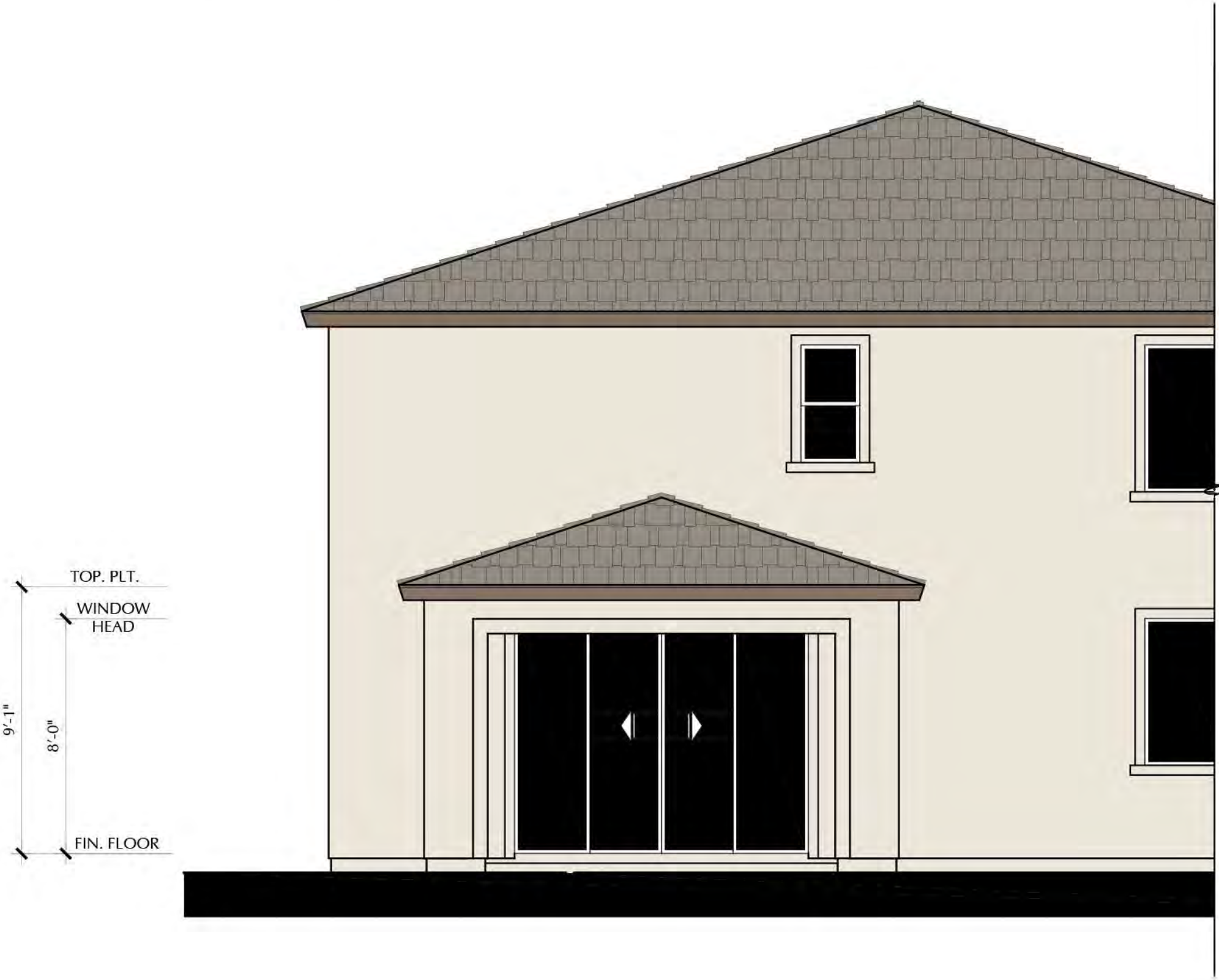
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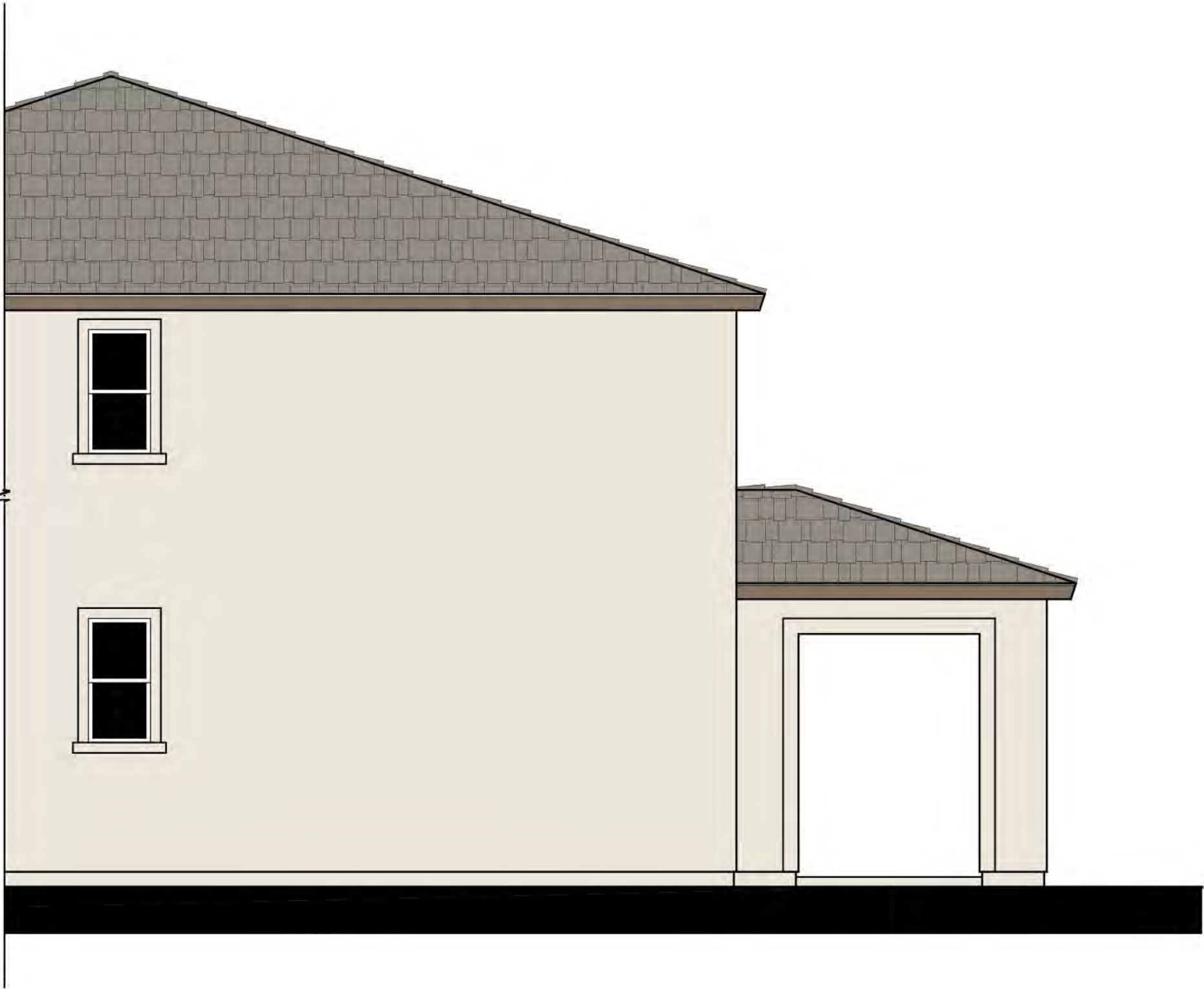
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N924 - AMMOLITE
COVERED PATIO ELEVATIONS C - WINE COUNTRY -

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



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SEASONS AT MONTELENA
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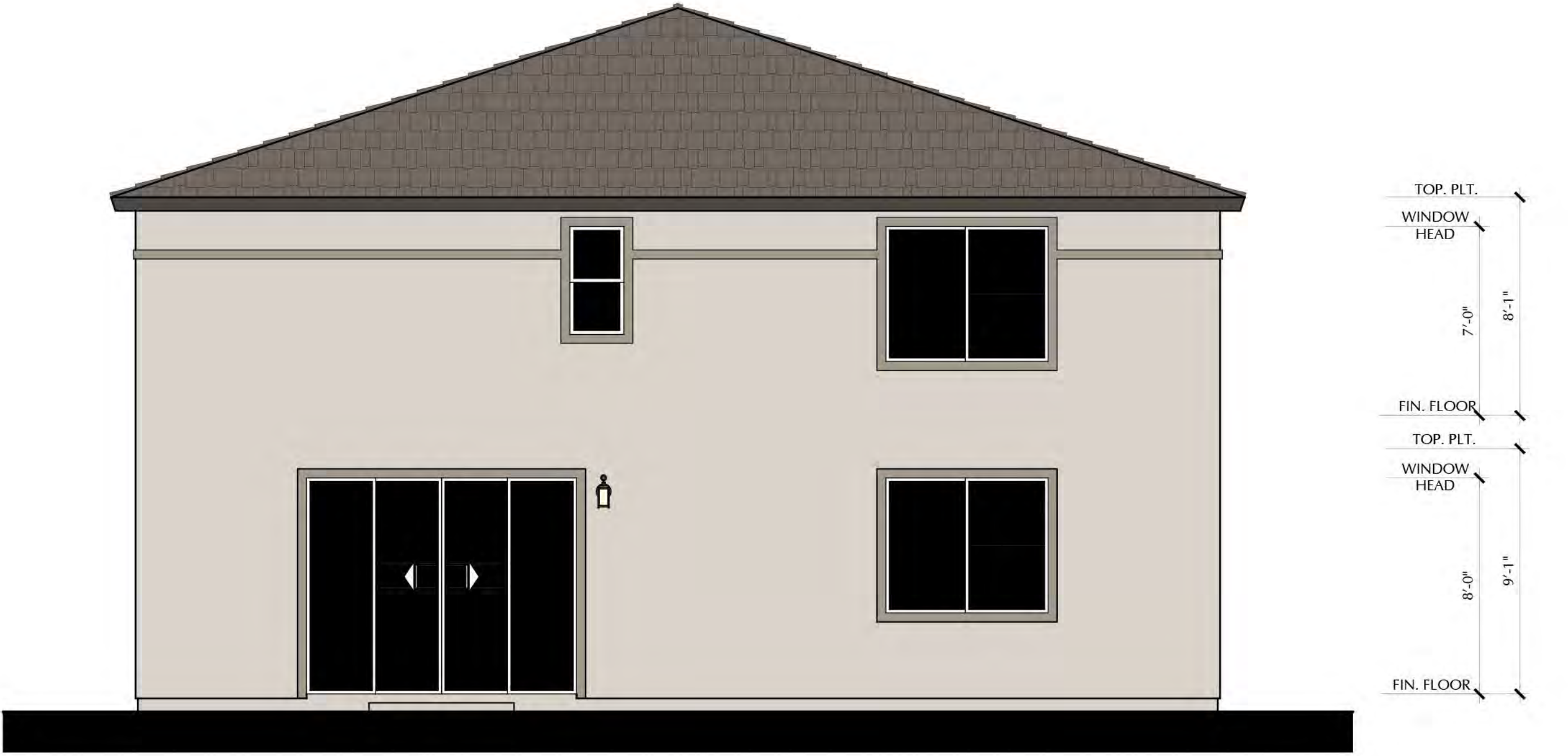
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FRONT ELEVATION - PRAIRIE



REAR ELEVATION - PRAIRIE

N924 - AMMOLITE
FRONT & REAR ELEVATIONS D

SEASONS AT MONTELENA
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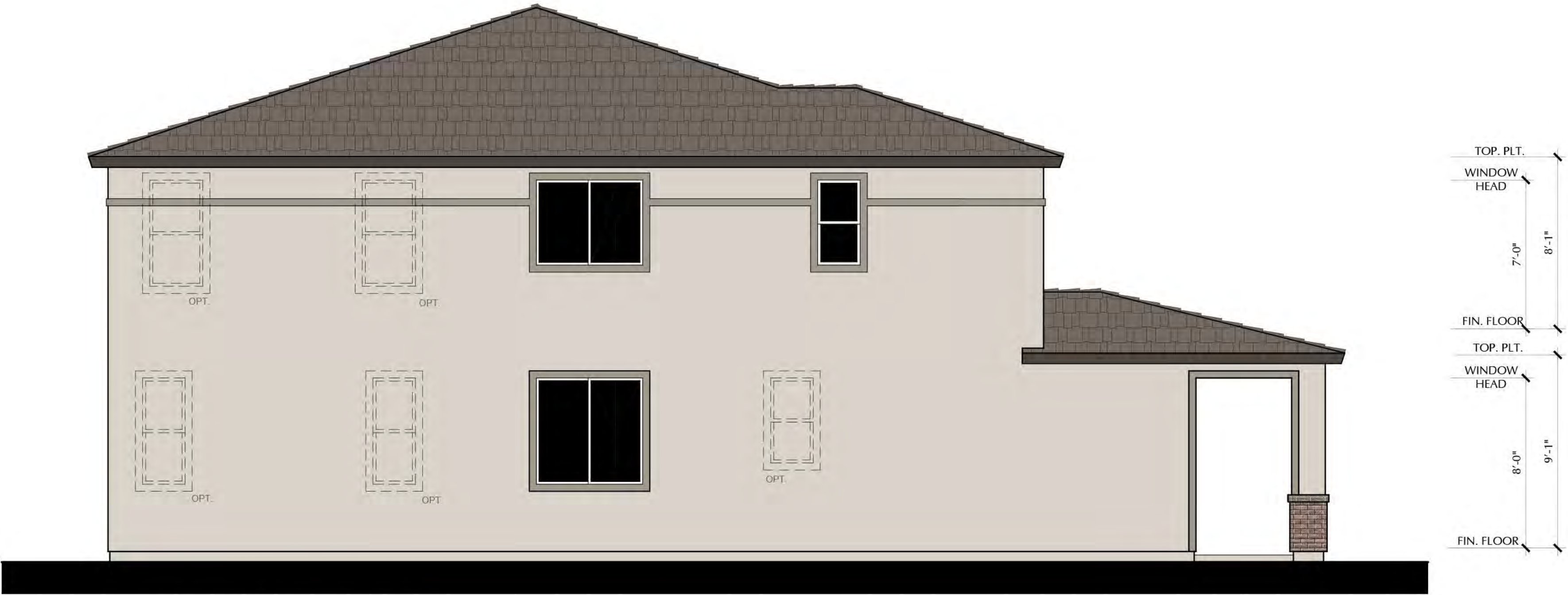
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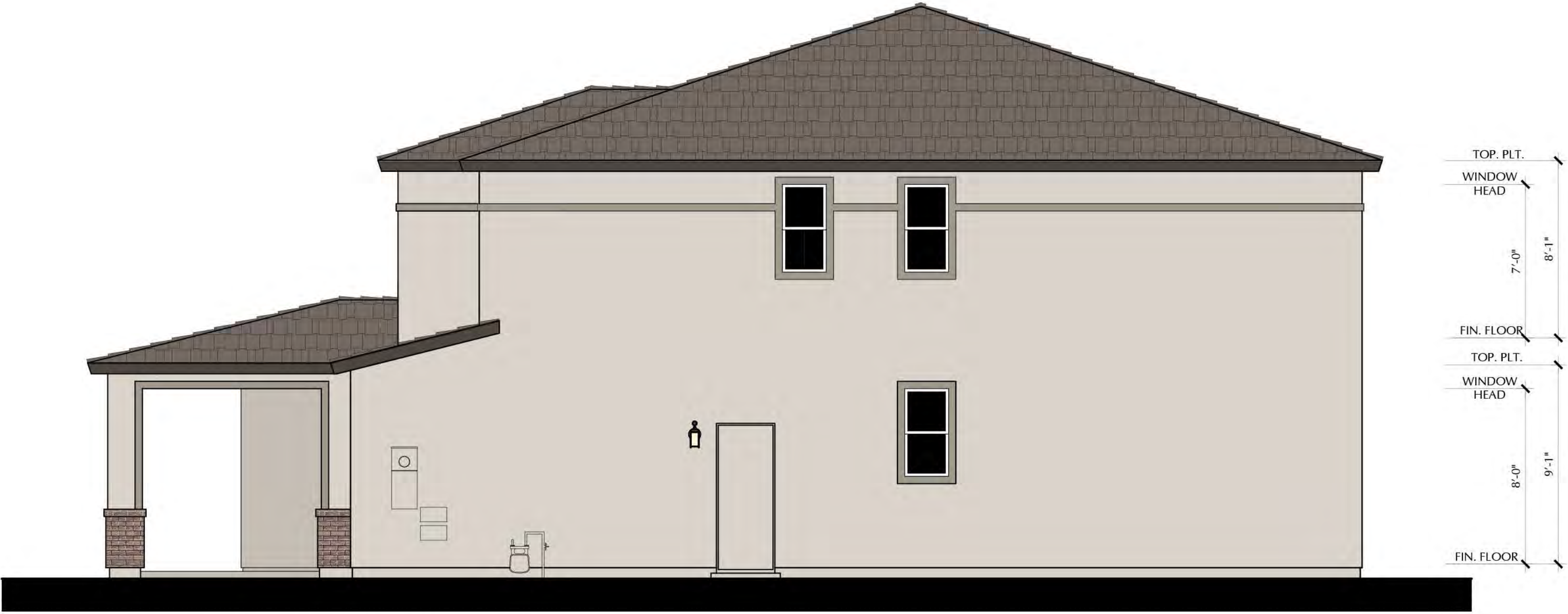
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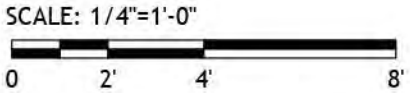


LEFT ELEVATION - PRAIRIE



RIGHT ELEVATION - PRAIRIE

N924 - AMMOLITE
SIDE ELEVATIONS D



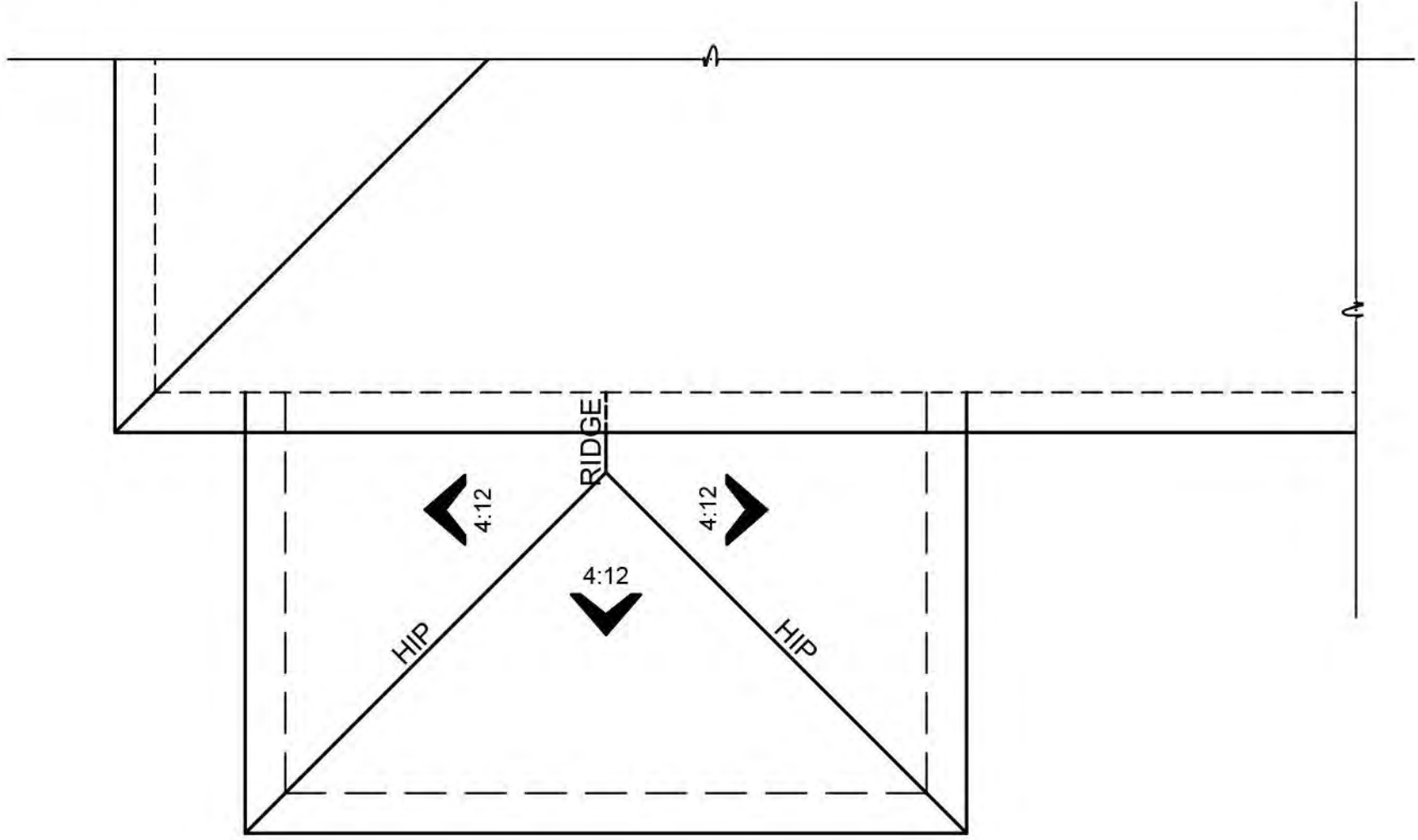
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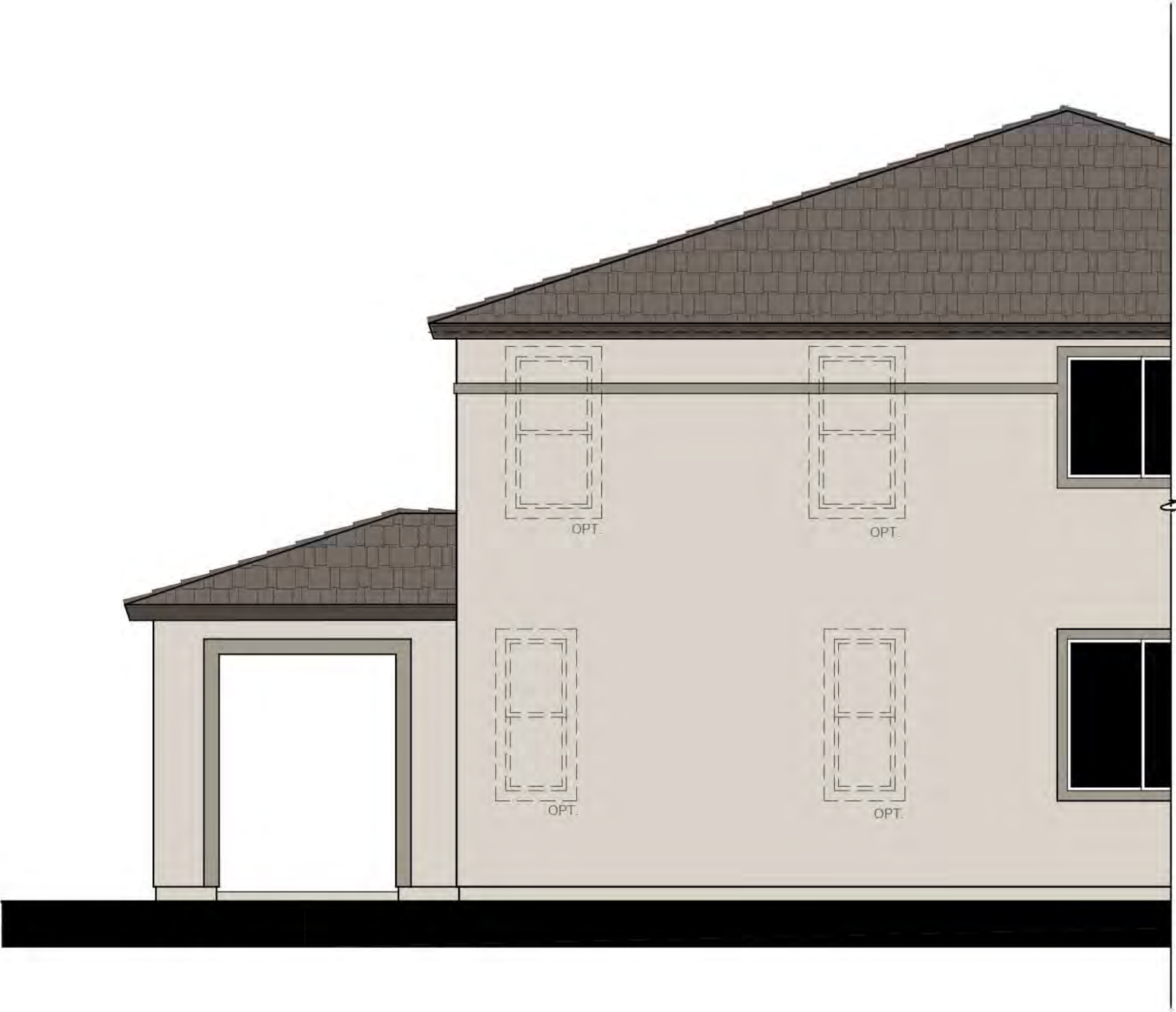
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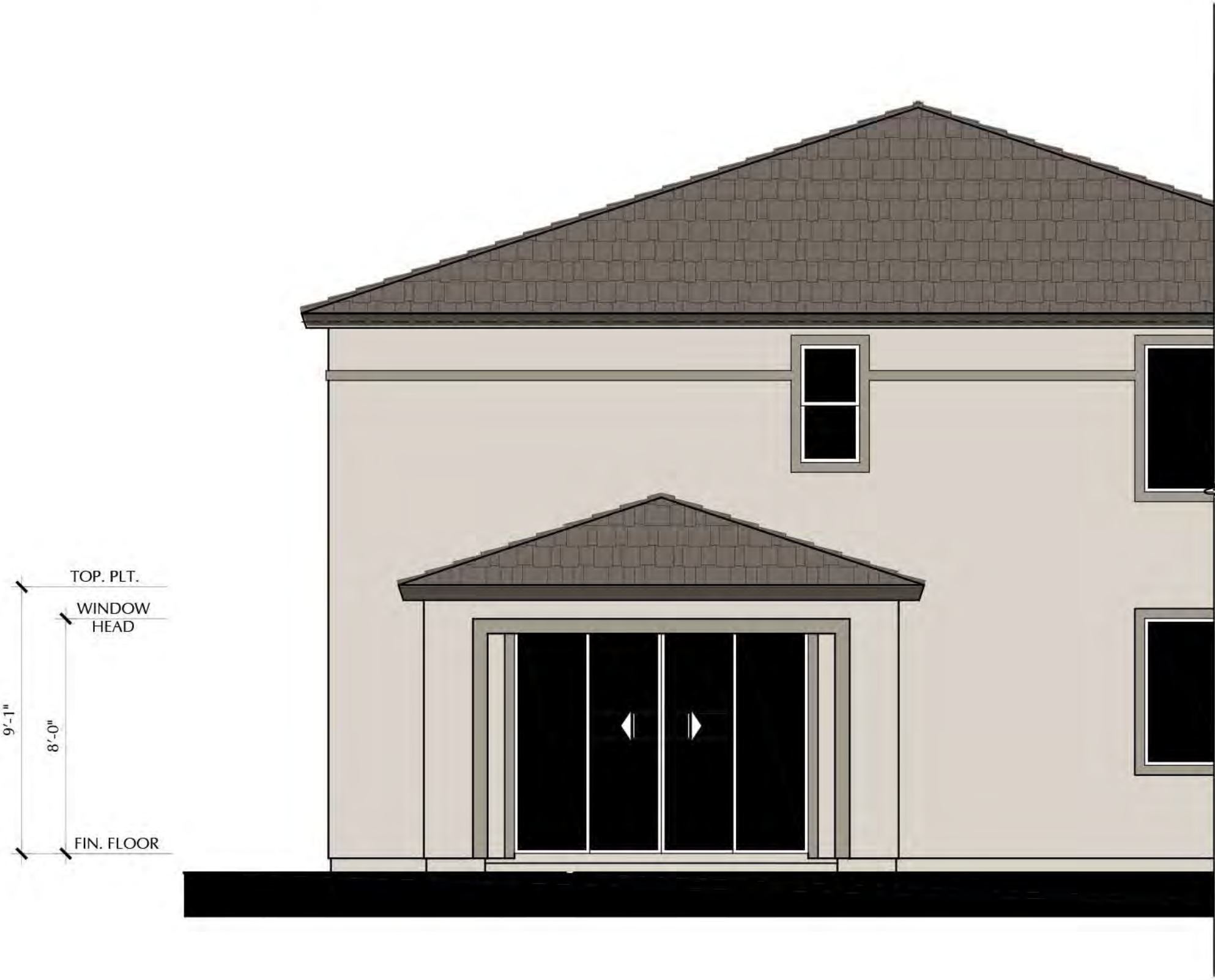
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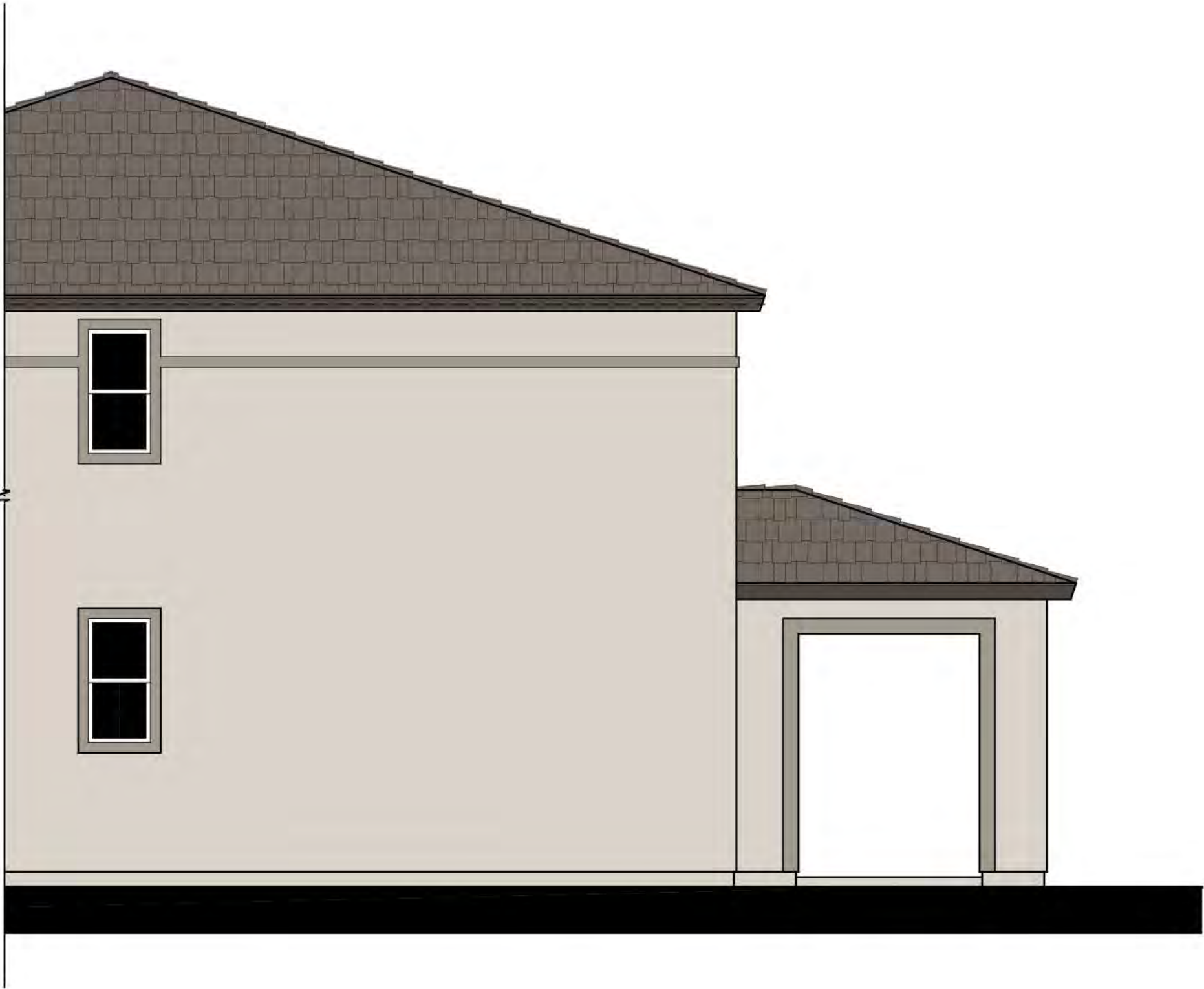
ROOF PLAN



LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

N924 - AMMOLITE
COVERED PATIO ELEVATIONS D - PRAIRIE -

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



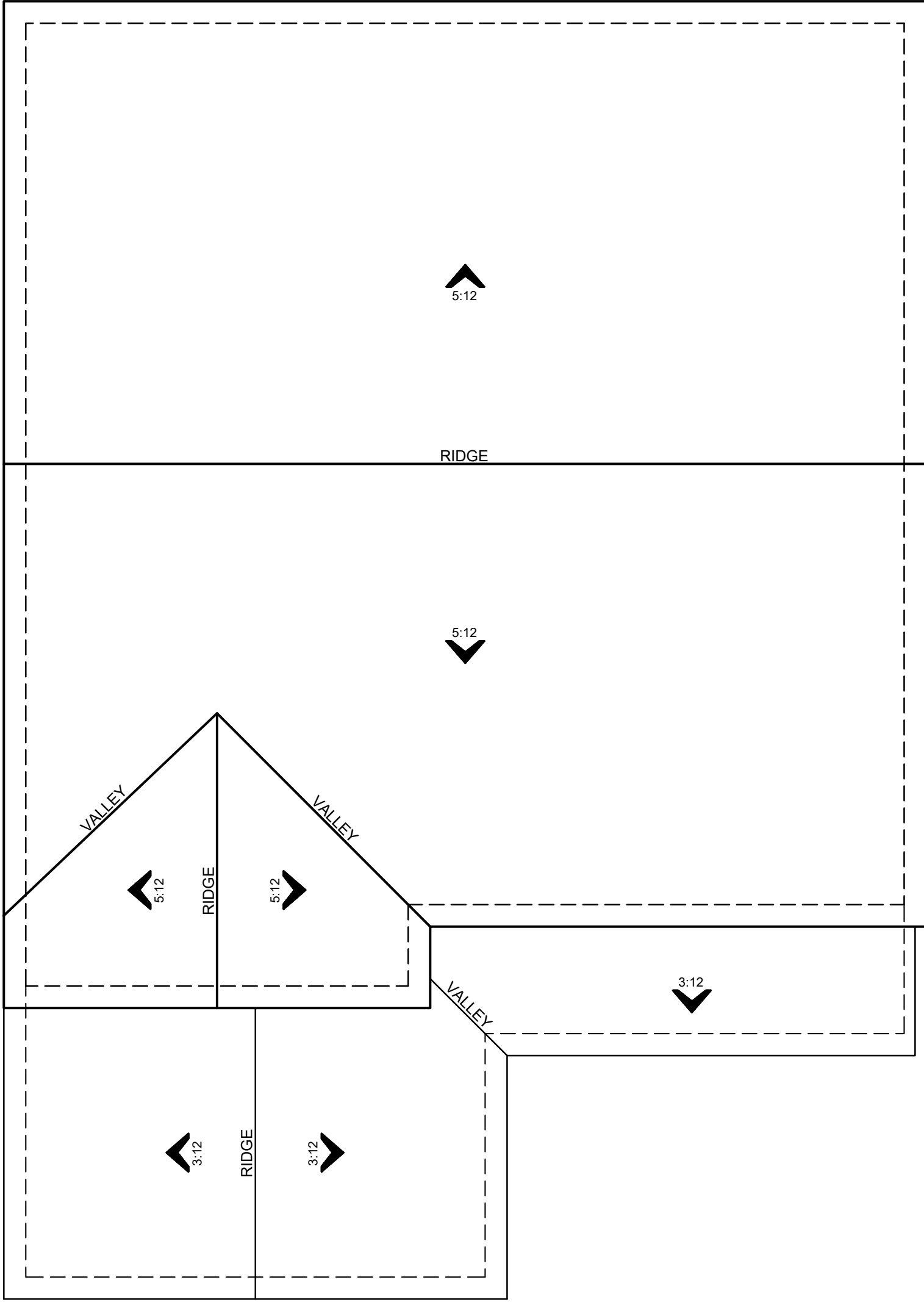
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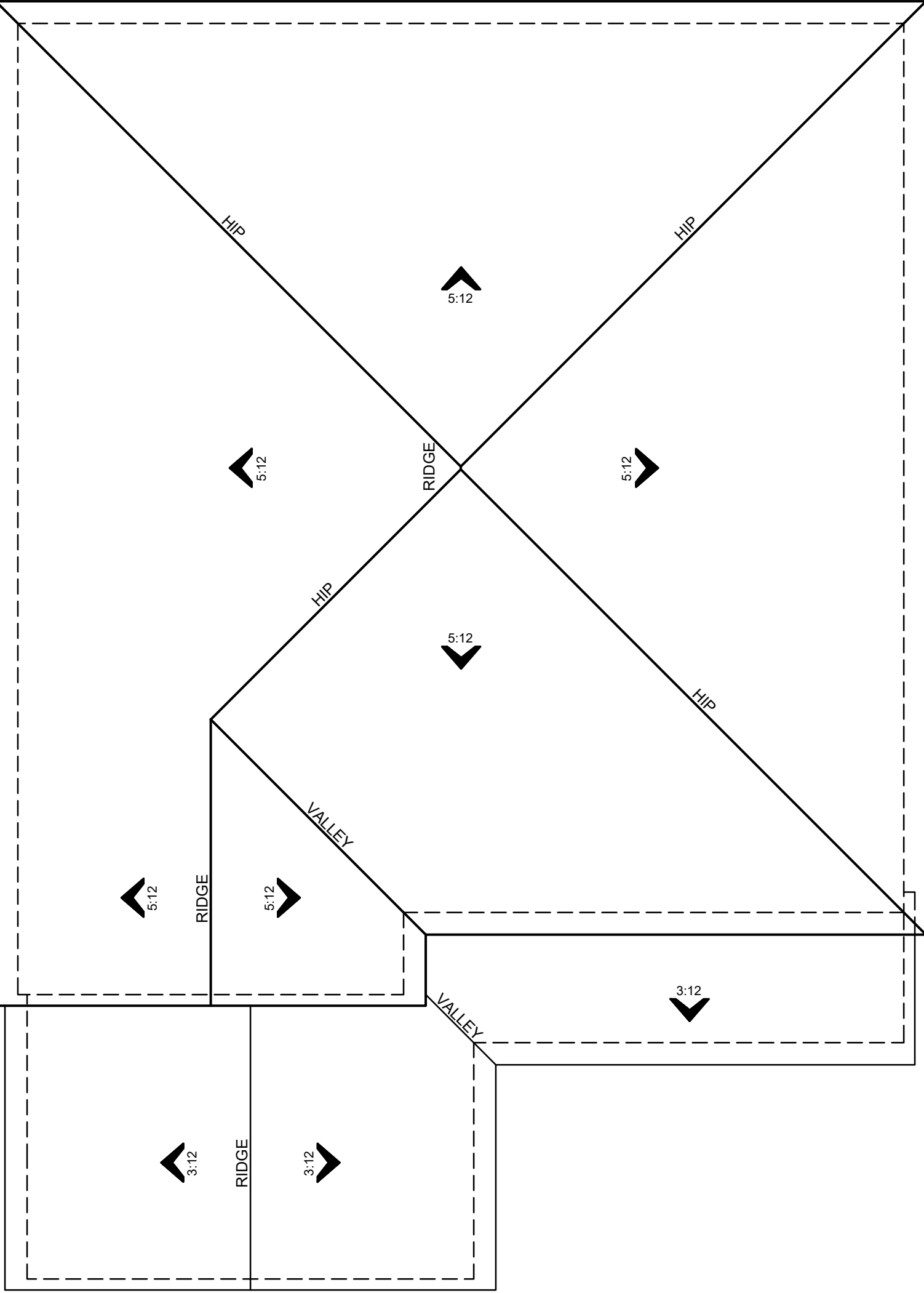
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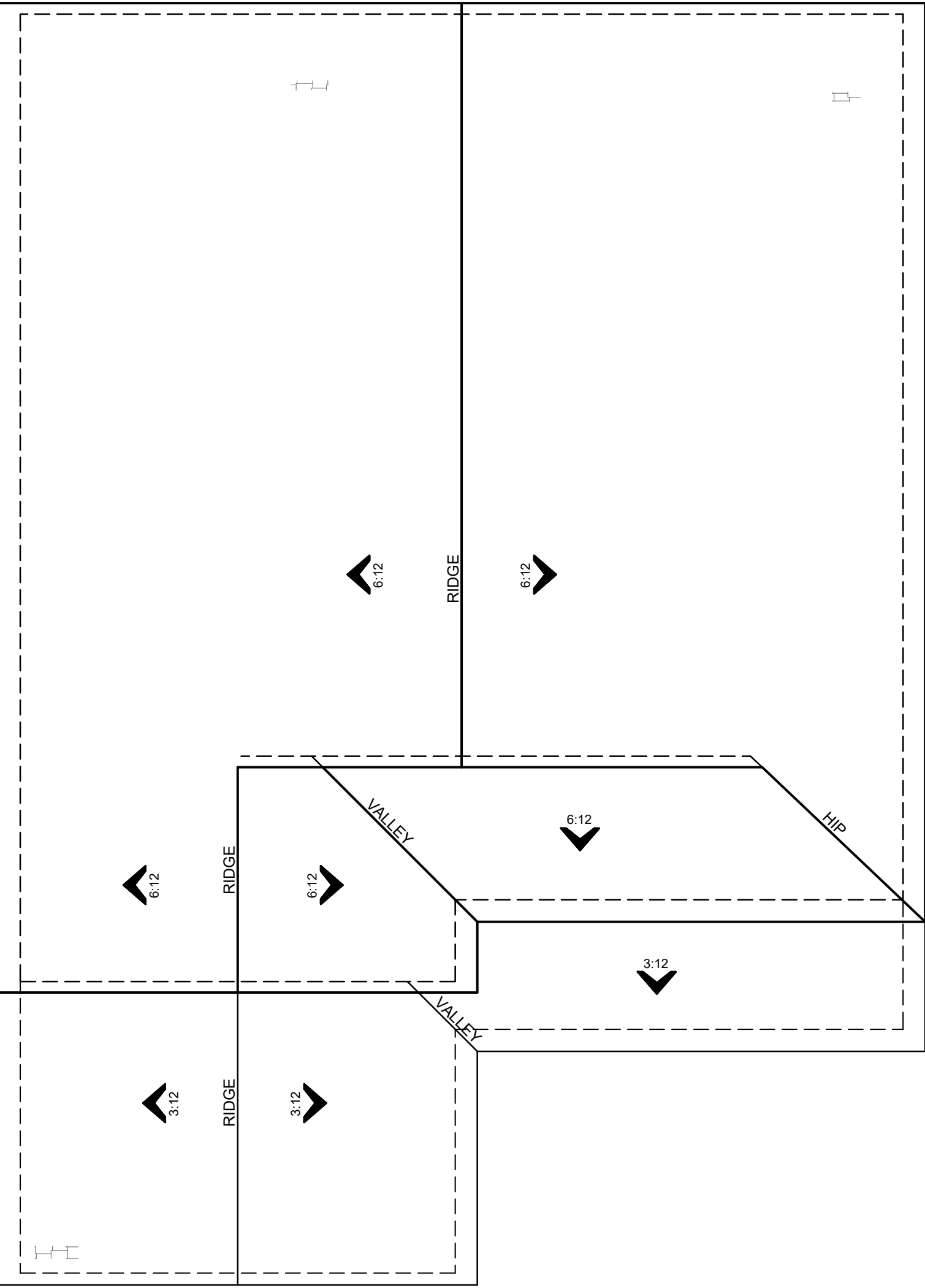
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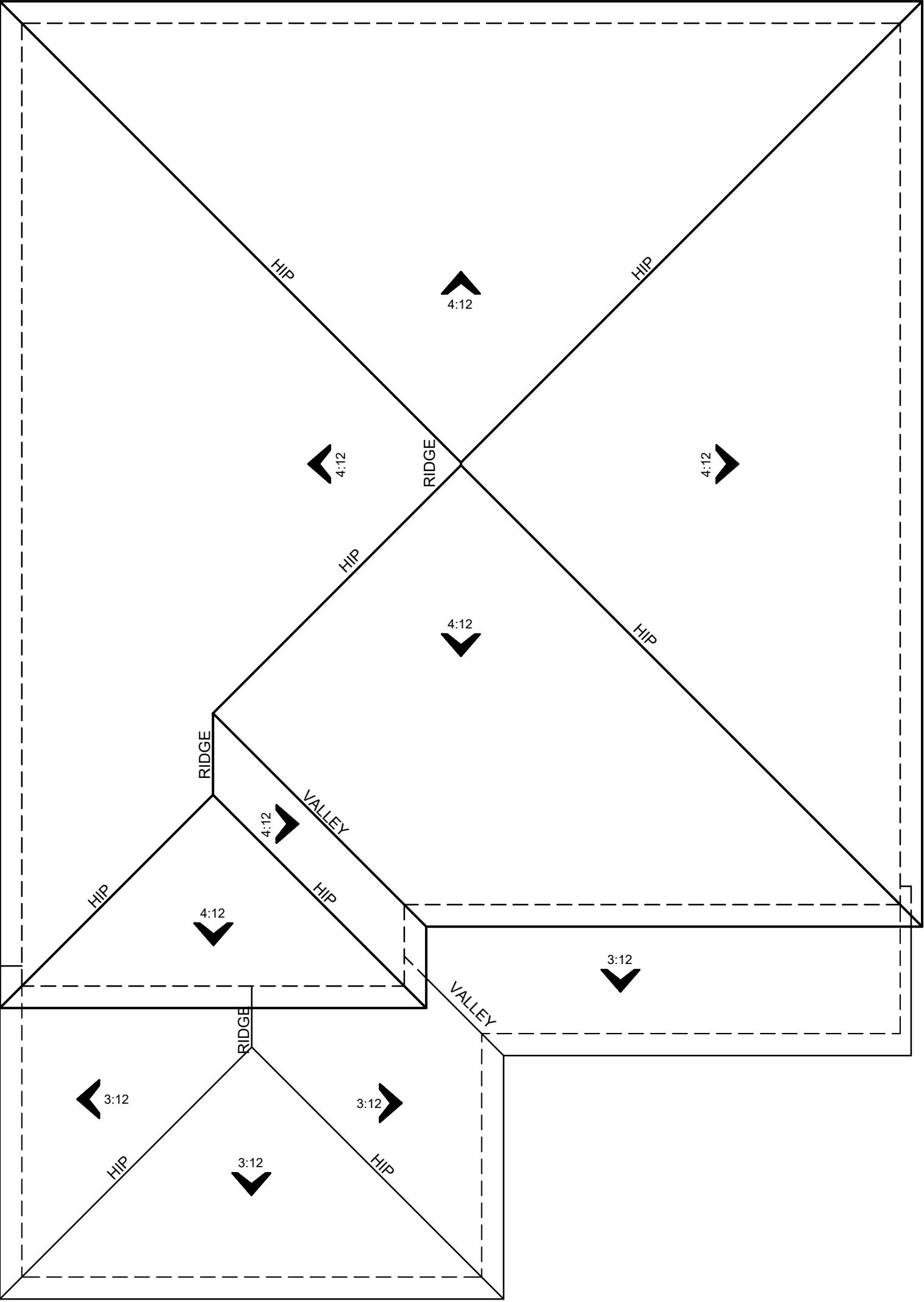
FARMHOUSE-A



CRAFTSMAN - B

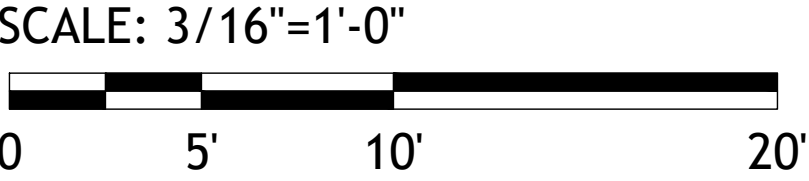


WINE COUNTRY - C



PRAIRIE- D

N924 - AMMOLITE
ROOF PLANS



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'A' ELEVATIONS
FARMHOUSE

SCHEME #1

BODY STUCCO

SW7017 DORIAN GRAY

FOAM TRIM

SW7006 EXTRA WHITE

BOARD & BATTEN

SW7015 REPOSE GRAY

SHUTTERS

SW7674 PEPPERCORN

FASCIAS & EAVES

SW7006 EXTRA WHITE

ENTRY DOOR

SW7593 RUSTIC RED

GARAGE DOOR

SW7674 PEPPERCORN

ROOFING

EAGLE ROOFING- PONDEROSA
5679 LIGHT GRAY RANGE
OR EQUAL

SCHEME #2

BODY STUCCO

SW7036 ACCESSIBLE BEIGE

FOAM TRIM

SW7012 CREAMY

BOARD & BATTEN

SW7504 KEYSTONE GRAY

SHUTTERS

SW6222 RIVERWAY

FASCIAS & EAVES

SW7012 CREAMY

ENTRY DOOR

SW6222 RIVERWAY

GARAGE DOOR

SW7504 KEYSTONE GRAY

ROOFING

EAGLE ROOFING- PONDEROSA
5634 KINGS CANYON BLEND
OR EQUAL

SCHEME #3

BODY STUCCO

SW7029 AGREEABLE GRAY

FOAM TRIM

SW7005 PURE WHITE

BOARD & BATTEN

SW7019 GAUNTLET GRAY

SHUTTERS

SW0005 DEEPEST MAUVE

FASCIAS & EAVES

SW7005 PURE WHITE

ENTRY DOOR

SW0005 DEEPEST MAUVE

GARAGE DOOR

SW9170 ACIER

ROOFING

EAGLE ROOFING- PONDEROSA
5552 CANYON GRAY- OR EQUAL

SCHEME #4

BODY STUCCO

SW7554 STEAMED MILK

FOAM TRIM

SW7566 WESTHIGHLAND WHITE

SIDING

SW9084 COCOA WHIP

SHUTTERS

SW7675 SEALSKIN

FASCIAS & EAVES

SW7566 WESTHIGHLAND WHITE

ENTRY DOOR

SW7675 SEALSKIN

GARAGE DOOR

SW9084 COCOA WHIP

ROOFING

STONE VENEER

EAGLE ROOFING- PONDEROSA
5808 TOMBSTONE BLEND
OR EQUAL

CORONADO: COUNTRY
RUBBLE - TEXAS CREAM
OR EQUAL

SCHEME #5

BODY STUCCO

SW7045 INTELLECTUAL GRAY

FOAM TRIM

SW7526 MAISON BLANCHE

SIDING

SW2848 ROYCROFT PEWTER

SHUTTERS

SW2848 ROYCROFT PEWTER

FASCIAS & EAVES

SW7526 MAISON BLANCHE

ENTRY DOOR

SW7020 BLACK FOX

GARAGE DOOR

SW7020 BLACK FOX

ROOFING

STONE VENEER

EAGLE ROOFING- PONDEROSA
5687 BROWN GRAY RANGE
OR EQUAL

CORONADO: COUNTRY
RUBBLE - GREY QUARTZITE
OR EQUAL

SCHEME #6

BODY STUCCO

SW2835 CRAFTSMAN BROWN

FOAM TRIM

SW2808 ROOKWOOD DARK BROWN

SIDING

SW7036 ACCESSIBLE BEIGE

SHUTTERS

SW2808 ROOKWOOD DARK BROWN

FASCIAS & EAVES

SW2808 ROOKWOOD DARK BROWN

ENTRY DOOR

SW2846 ROYCROFT BRONZE GREEN

GARAGE DOOR

SW2808 ROOKWOOD DARK BROWN

ROOFING

STONE VENEER

EAGLE ROOFING- PONDEROSA
5502 ARCADIA
OR EQUAL

CORONADO: COUNTRY
RUBBLE - COASTAL BROWN
OR EQUAL

'C' ELEVATIONS
WINE COUNTRY

SCHEME #7

BODY STUCCO

SW9109 NATURAL LINEN

FOAM TRIM

SW7020 BLACK FOX

SHUTTERS

SW7020 BLACK FOX

FASCIAS & EAVES

SW7020 BLACK FOX

ENTRY DOOR

SW7624 SLATE TILE

GARAGE DOOR

SW7018 DOVETAIL

SIDING

SW7018 DOVETAIL

ROOFING

STONE VENEER

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

CORONADO- EURO VILLA -
TIMBERLAKE OR EQUAL

SCHEME #8

BODY STUCCO

SW6141 SOFTER TAN

FOAM TRIM

SW6154 NACRE

SHUTTERS

SW6227 MEDITATIVE

FASCIAS & EAVES

SW7509 TIKI HUT

ENTRY DOOR

SW6227 MEDITATIVE

GARAGE DOOR

SW7509 TIKI HUT

SIDING

SW7501 THRESHOLD TAUPE

ROOFING

STONE VENEER

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

CORONADO- FRENCH COUNTRY
VILLA: BORDEAUX - OR EQUAL

SCHEME #9

BODY STUCCO

SW7012 CREAMY

FOAM TRIM

SW7051 ANALYTICAL GRAY

SHUTTERS

SW6192 COASTAL PLAIN

FASCIAS & EAVES

SW7032 WARM STONE

ENTRY DOOR

SW6192 COASTAL PLAIN

GARAGE DOOR

SW7032 WARM STONE

SIDING

SW6192 COASTAL PLAIN

ROOFING

STONE VENEER

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

CORONADO- TEXAS RUBBLE-
TEXAS CREAM - OR EQUAL

SCHEME #10

BODY STUCCO

SW7015 REPOSE GRAY

FOAM TRIM

SW7018 DOVETAIL

ENTRY DOOR

SW7630 RAISIN

GARAGE DOOR

SW7019 GAUNTLET GRAY

FASCIAS & EAVES

SW7019 GAUNTLET GRAY

ROOFING

EAGLE ROOFING- BELAIR
4503 SIERRA MADRE
OR EQUAL

BRICK VENEER

CORONADO: SPECIAL USED
BRICK- WOLF GREY
OR EQUAL

SCHEME #11

BODY STUCCO

SW7043 WORLDLY GRAY

FOAM TRIM

SW7045 INTELLECTUAL GRAY

ENTRY DOOR

SW6244 NAVAL

GARAGE DOOR

SW7048 URBANE BRONZE

FASCIAS & EAVES

SW7048 URBANE BRONZE

ROOFING

EAGLE ROOFING- BELAIR
4689 BROWN RANGE
OR EQUAL

BRICK VENEER

CORONADO: NEW ENGLAND
BRICK- CHARLESTON
OR EQUAL

SCHEME #12

BODY STUCCO

SW7569 STUCCO

FOAM TRIM

SW2827 COLONIAL REVIVIAL STONE

ENTRY DOOR

SW7622 HOMBURG GRAY

GARAGE DOOR

SW7047 PORPOISE

FASCIAS & EAVES

SW7047 PORPOISE

ROOFING

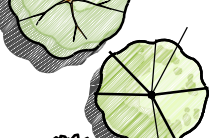
EAGLE ROOFING- BELAIR
4687 BROWN GRAY RANGE
OR EQUAL

BRICK VENEER

CORONADO: SPECIAL USED
BRICK- EAGLE BUFF
OR EQUAL

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

STREET TREE SCHEDULE

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

TREE PLANTING NOTES

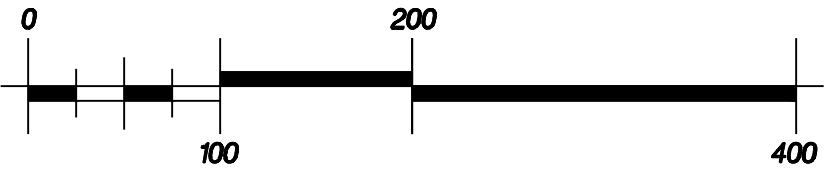
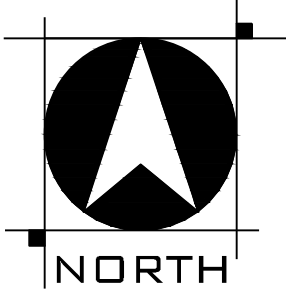
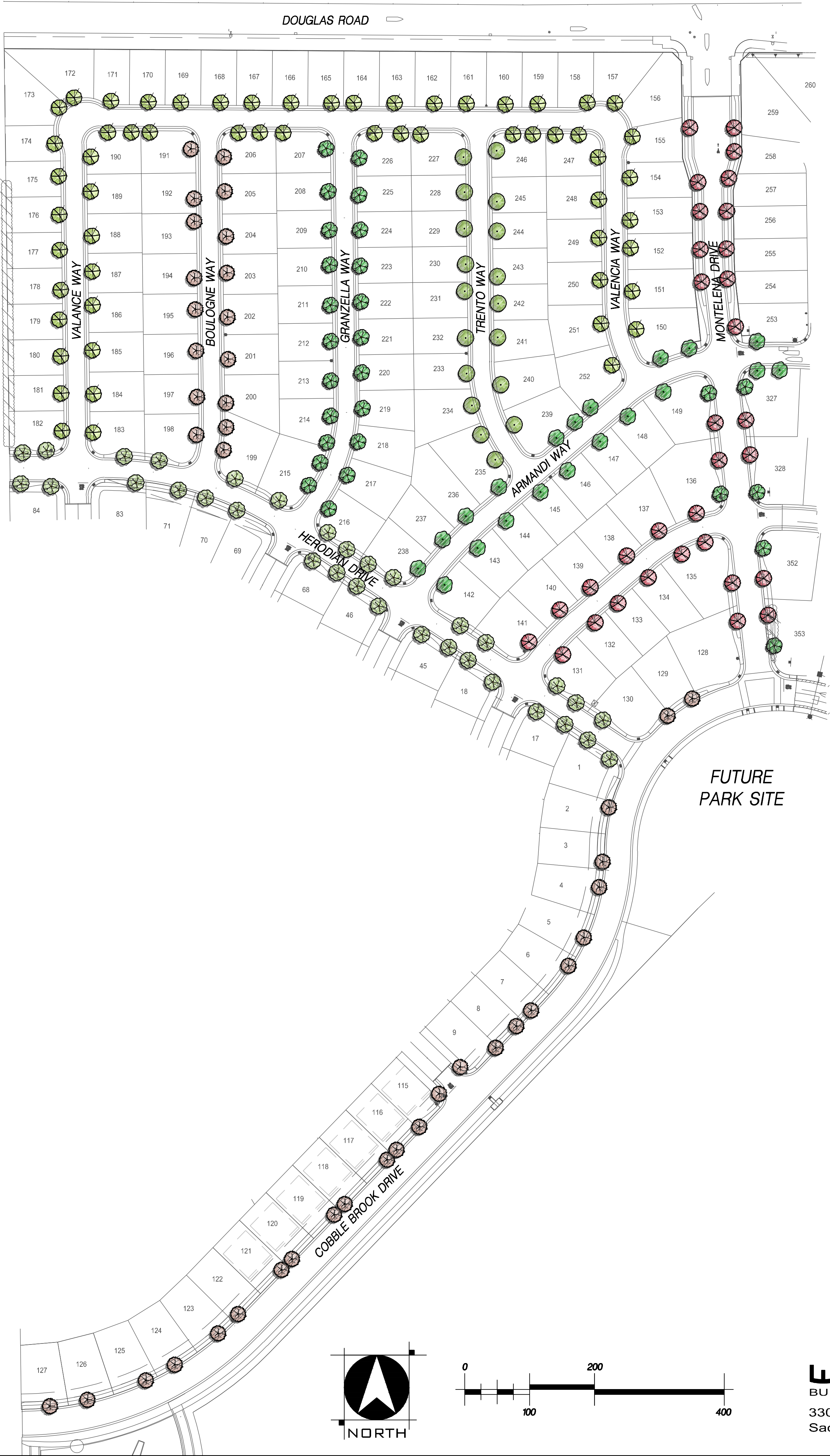
1. ALL TREES SHALL BE LOCATED AT LEAST TEN FEET (10') FROM ALL FIRE HYDRANTS.
2. ALL TREES SHALL BE LOCATED A MINIMUM TWENTY (20') FROM ALL STREET LIGHTS.
3. ALL TREES PLANTED WITHIN FIVE FEET (5') OF HARDSCAPE SHALL BE INSTALLED WITH ROOT BARRIER PANELS.
4. PROPOSED TREE LOCATIONS ARE BASED ON STANDARD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

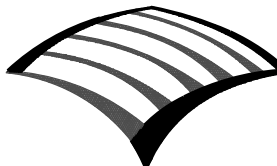
PLANTING NOTES

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

IRRIGATION NOTES

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





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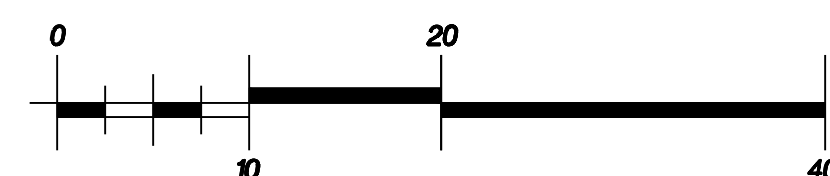
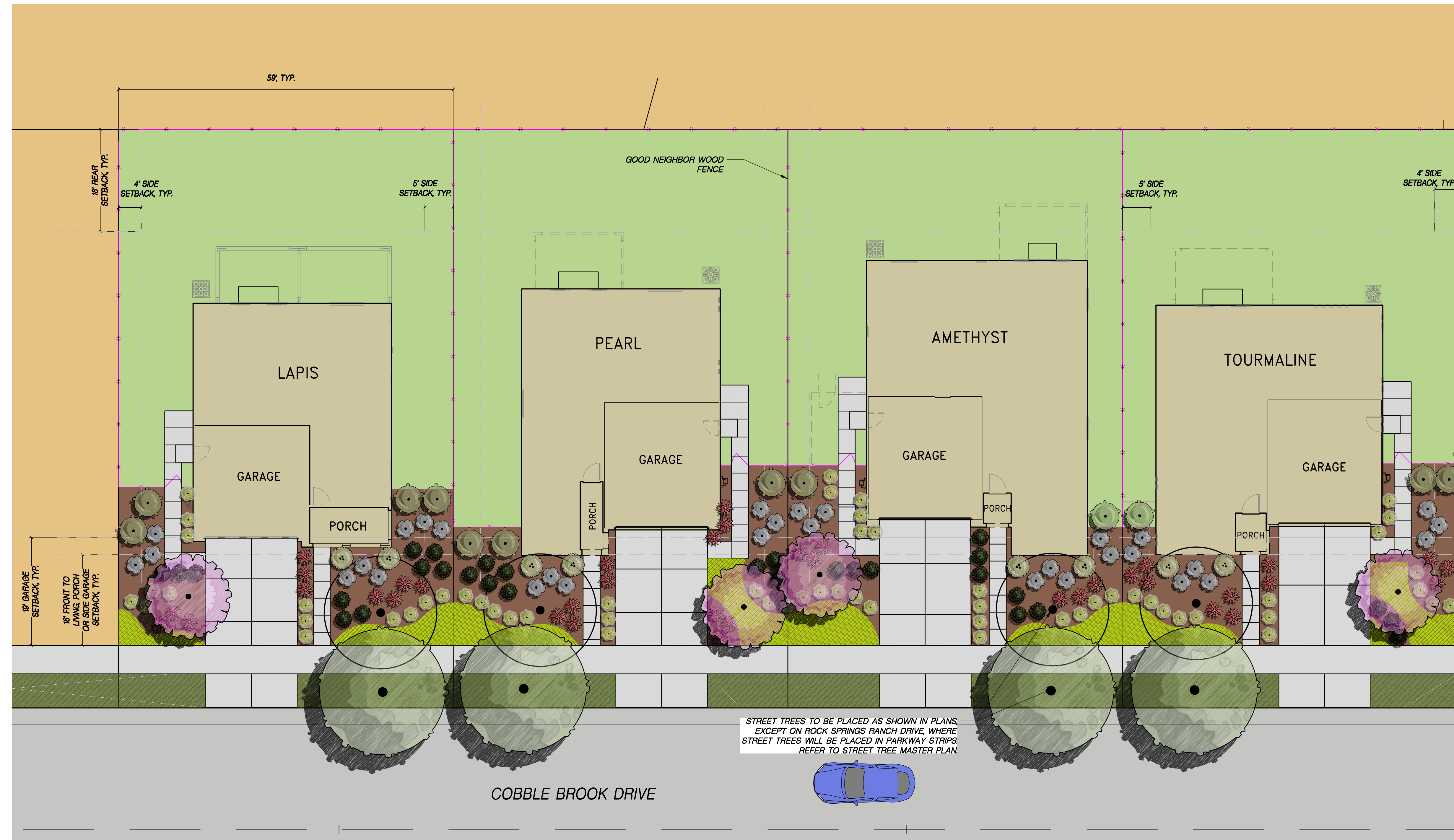
Tel 916.341.7760
Fax 916.341.7767
SHEET 1 OF 4

TYPICAL FRONT YARD CONCEPTUAL LANDSCAPE PLAN - SHEET 2 OF 4

SEASONS AT MONTELENA

RANCHO CORDOVA, CALIFORNIA

SEPTEMBER 2021



REFER TO SHEET 3 FOR
CONCEPT PLANT
SCHEDULE

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

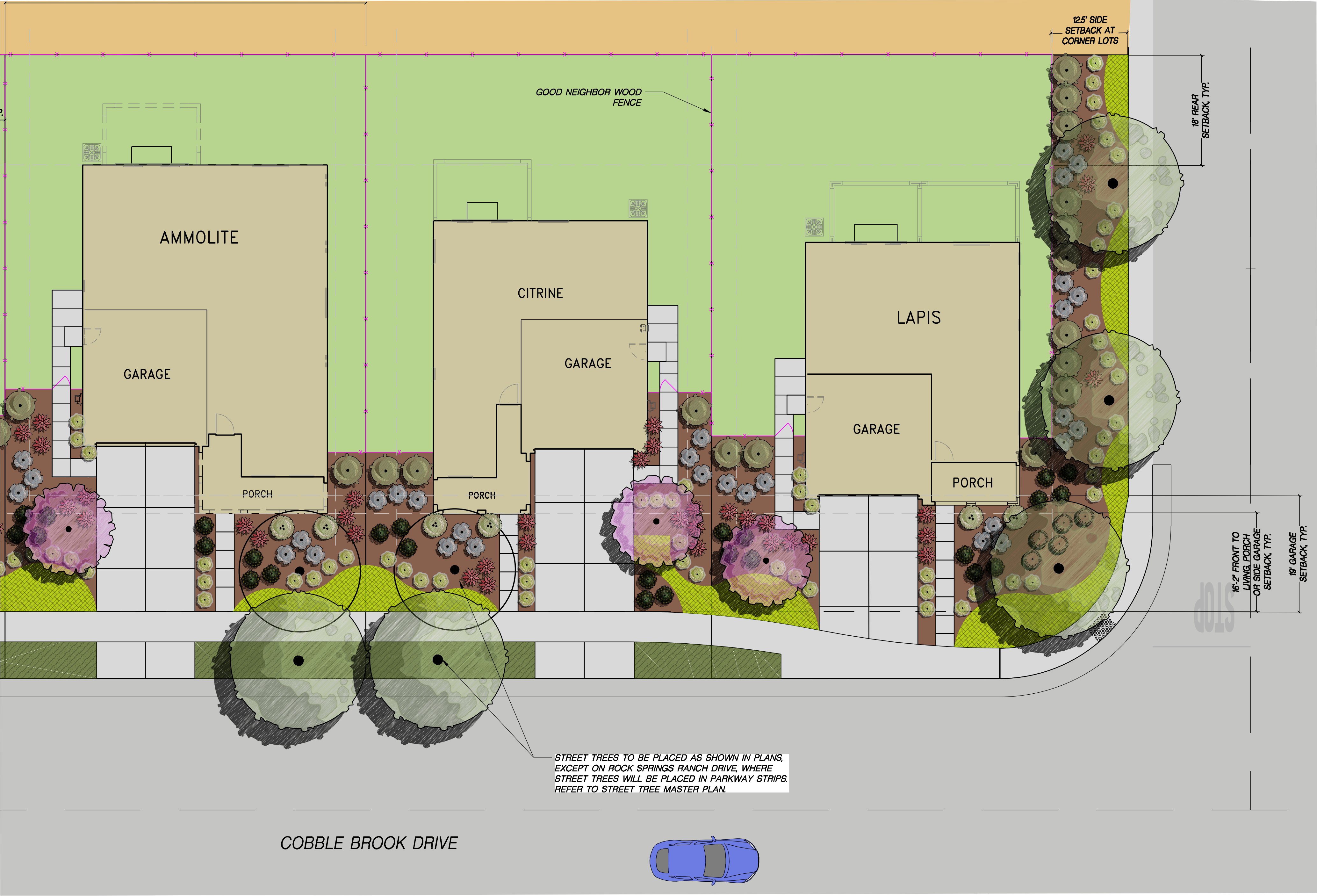
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Sacramento, CA 95816 Fax 916.341.7767
SHEET 2 OF 4

TYPICAL FRONT YARD CONCEPTUAL LANDSCAPE PLAN

TYPICAL CORNER LOT CONCEPTUAL LANDSCAPE PLAN - SHEET 3 OF 4

SEASONS AT MONTELENA

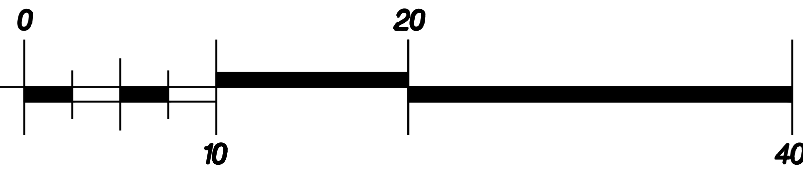
RANCHO CORDOVA, CALIFORNIA
SEPTEMBER 2021



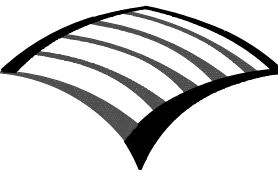
CONCEPT PLANT SCHEDULE

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

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



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



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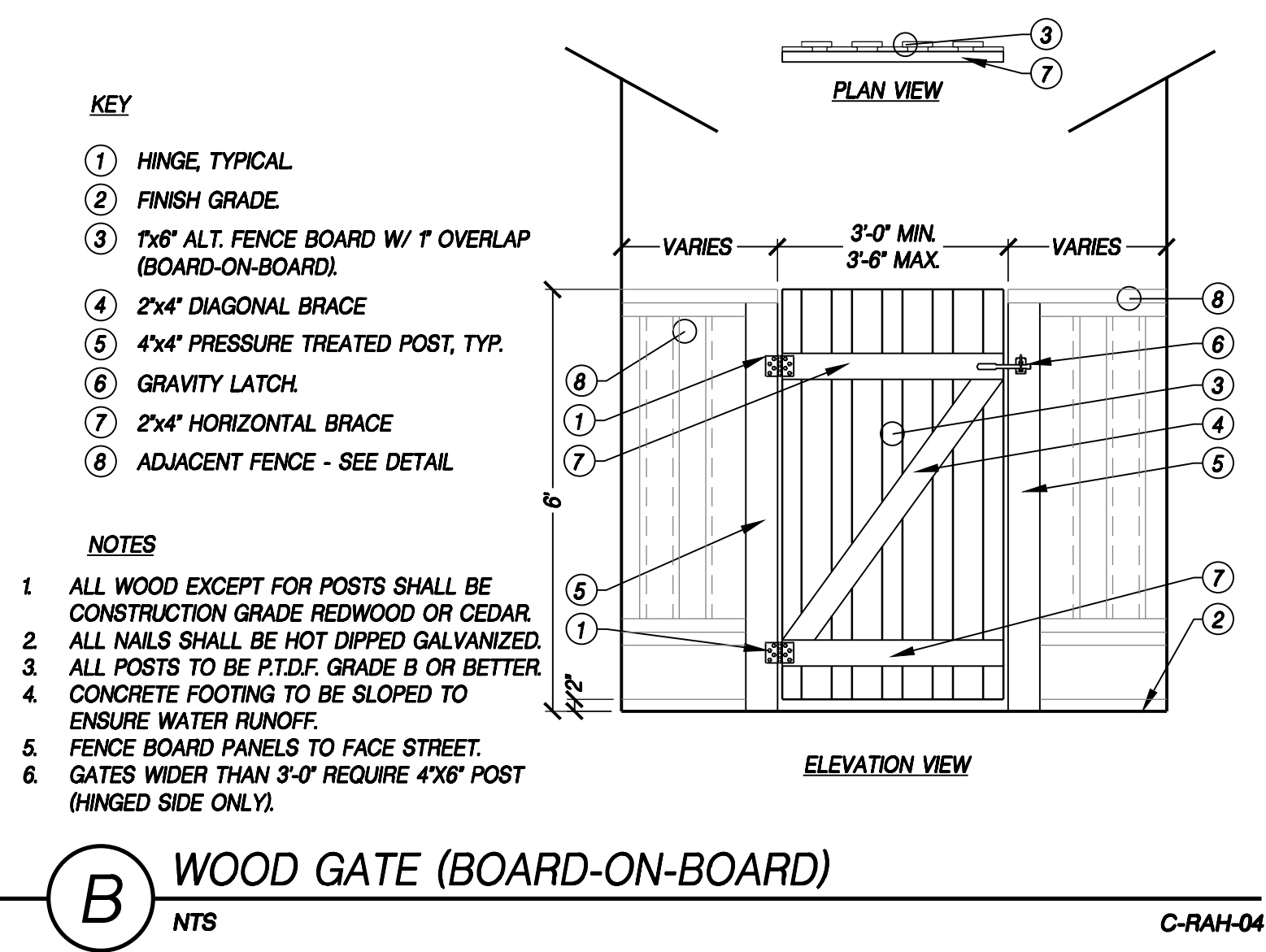
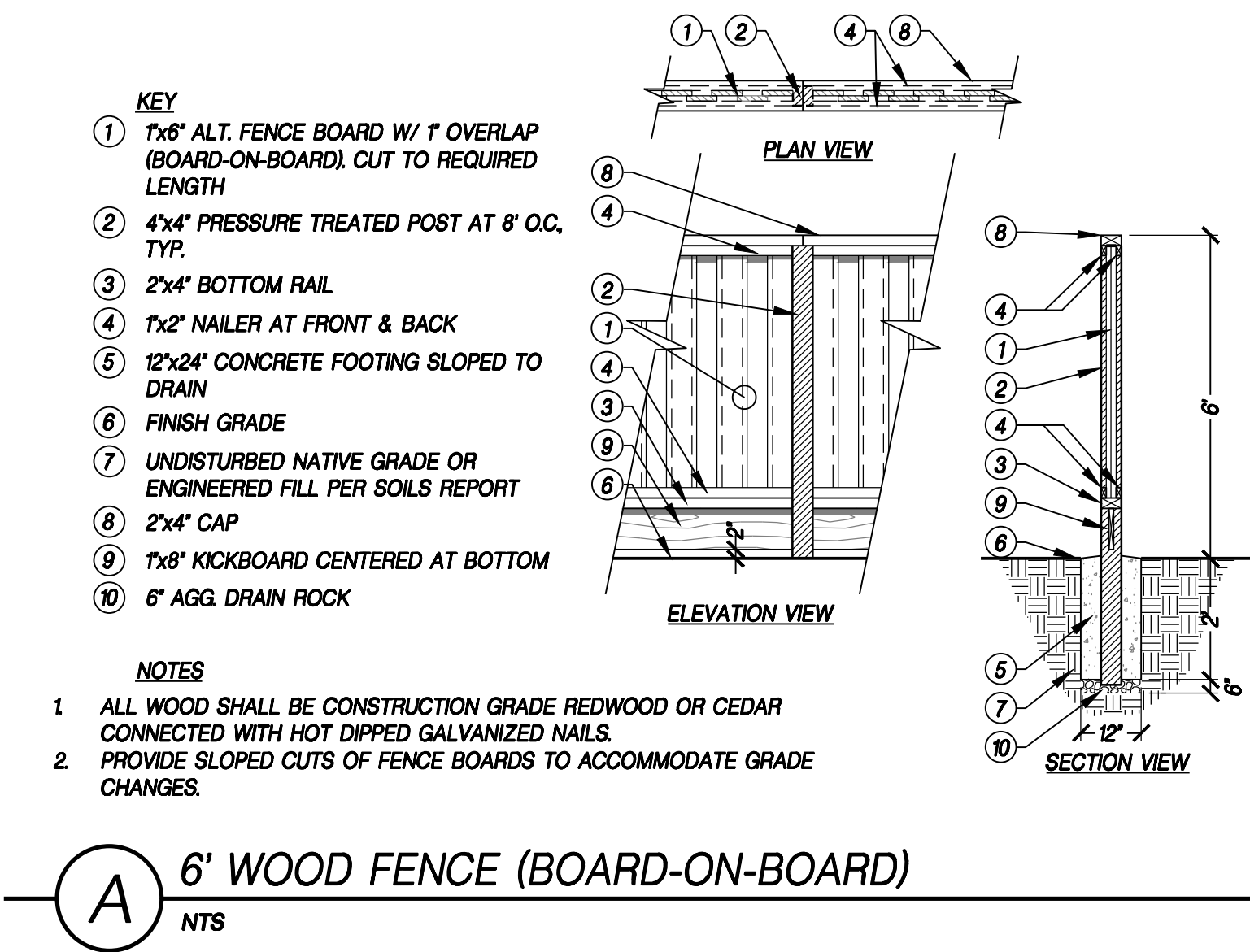
SHEET 3 OF 4

FENCE DETAILS - SHEET 4 OF 4

SEASONS AT MONTELENA

RANCHO CORDOVA, CALIFORNIA

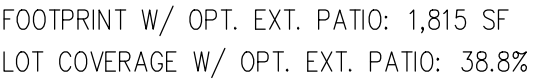
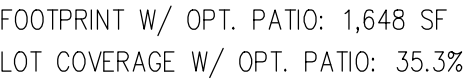
SEPTEMBER 2021



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3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

ITEM 12.3.

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



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

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

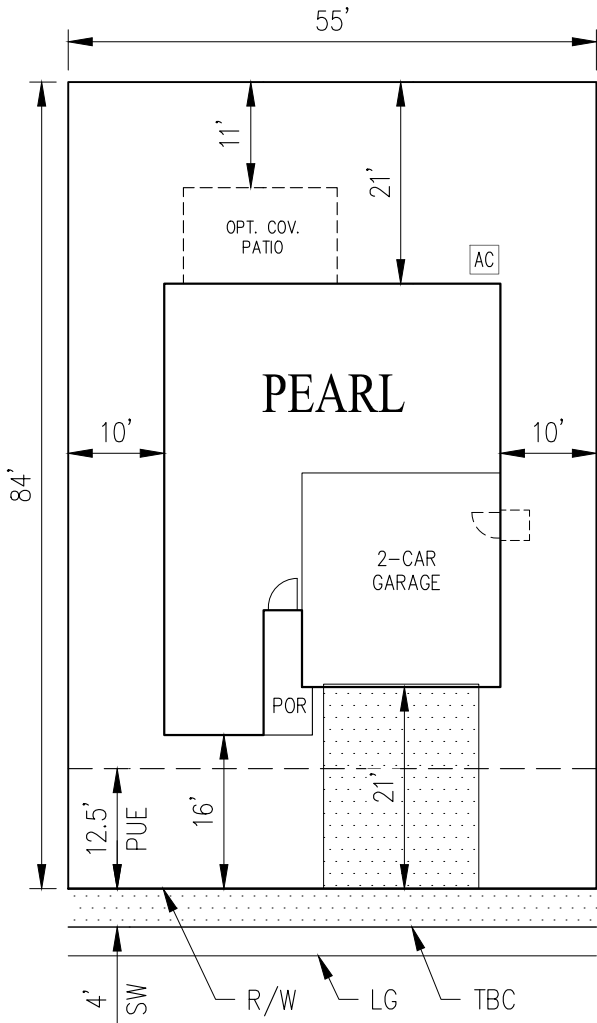
CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

OF 2 SHEETS

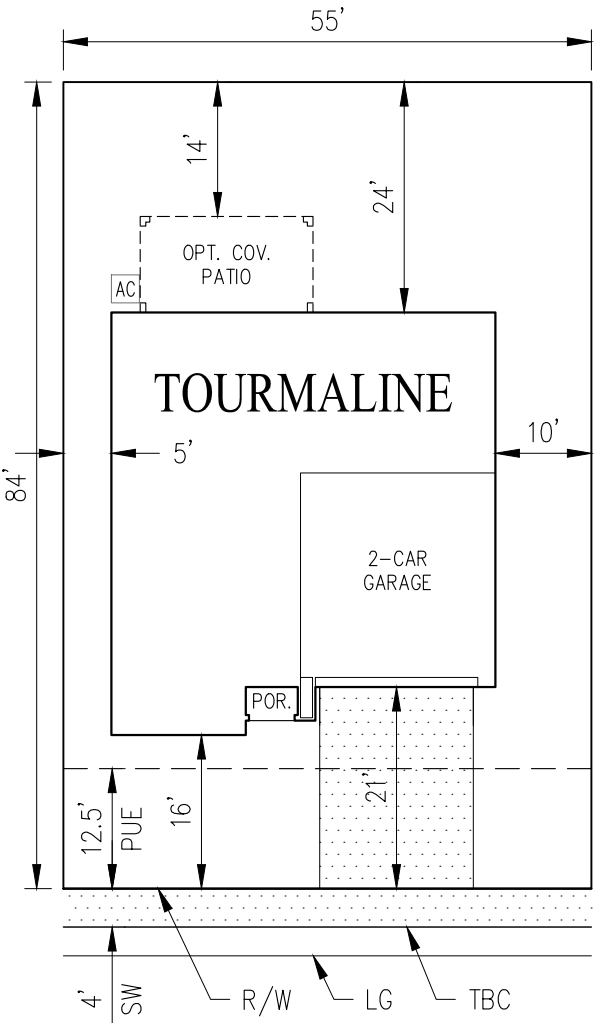
ITEM 12.3.

Exhibit A to the Resolution

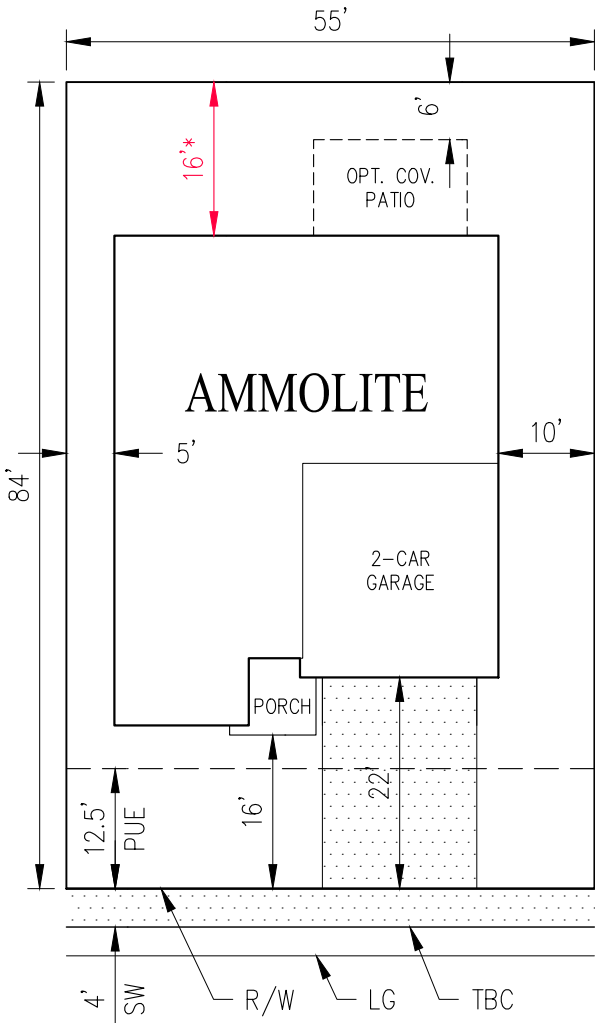
*DIMENSION LABELED IN RED DO NOT SATISFY THE MINIMUM SETBACK CRITERIA ON THE MINIMUM LOT DEPTH IN VILLAGE 3. HOWEVER, THE STRUCTURE MAY ENCROACH INTO THE REQUIRED REAR YARD SETBACK SO LONG AS THE "COMPENSATION REAR YARD" REQUIREMENTS ARE SATISFIED AS SET FORTH IN RCMC SECTION 23.704 (SEE APPENDIX D).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



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



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



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

MINIMUM SETBACK REQUIREMENTS (MONOLITHIC SIDEWALK):

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

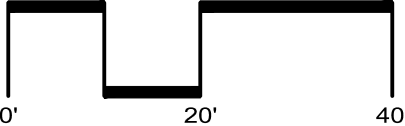
- FRONT – GARAGE: 19'
- FRONT – LIVING AREA/PORCH: 16'
- SIDE – INTERIOR: 5' ON ONE SIDE 4' ON THE OTHER (9' BETWEEN HOUSES)
- SIDE – STREET: 12.5'
- REAR YARD: 20% OF LOT DEPTH (17' FOR 85' DEEP LOT) (SEE NOTE 2)
- REAR YARD TO COVERED PATIO: 5' (SEE NOTE 3)
- MAX. LOT COVERAGE: 75%

NOTES:

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

**TYPICAL LOT FIT
MONTELENA VILLAGE 3**

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



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

SHEET NO.

2

OF 2 SHEETS

ITEM 12.3.**Exhibit A to the Resolution****MINIMUM SETBACK REQUIREMENTS (MONOLITHIC SIDEWALK):**

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

FRONT – GARAGE: 19'

FRONT – LIVING AREA/PORCH: 16'

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

SIDE – STREET: 12.5'

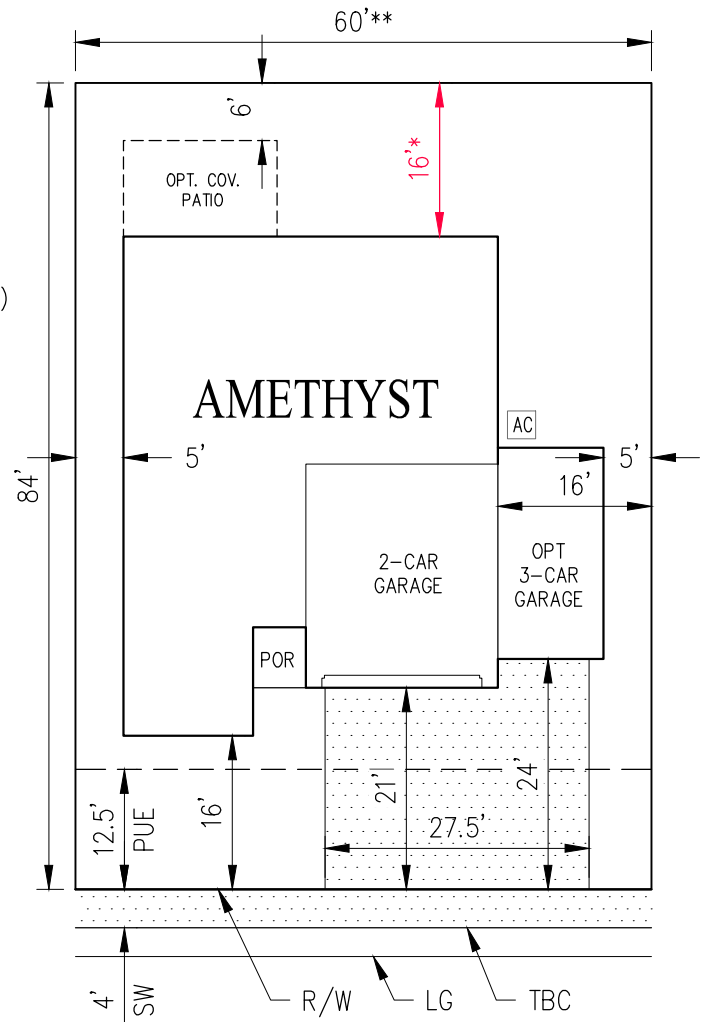
REAR YARD: 20% OF LOT DEPTH (17' FOR 85' DEEP LOT) (SEE NOTE 2)

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

MAX. LOT COVERAGE: 75%

NOTES:

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



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

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

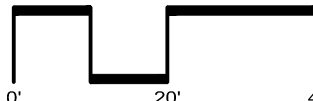
**AMETHYST WITH THE OPTIONAL 3-CAR GARAGE WILL FIT ON LOTS THAT ARE 60 FEET IN WIDTH. THE PLAN WILL FIT ON THE STANDARD 55-FOOT WIDE LOT WITHOUT THE OPTIONAL 3-CAR GARAGE.

TYPICAL LOT FIT

MONTELENA VILLAGE 3

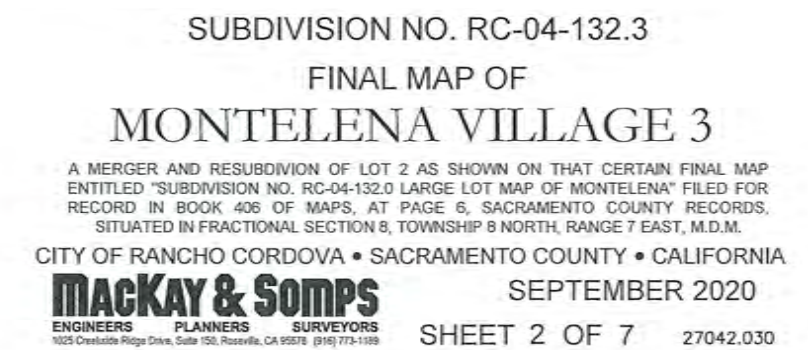
CITY OF RANCHO CORDOVA SACRAMENTO COUNTY CALIFORNIA

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



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ITEM 12.3.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
On-Going Conditions				
1.	The approved entitlement is for a Major Design Review Permit for the Montelena Village 3 Subdivision. The project shall be constructed consistent with the Design Booklet (<u>Exhibit A</u>) for five residential floor plans with four elevations and preliminary landscape plans. Project PLND-0921-006.	Project Description	On-Going	Planning
2.	Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by the City of Rancho Cordova ("City") and its agents, officers, consultants, and employees ("City's Agents") from any and all claims, actions, suits, or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. Nothing in this paragraph obligates the City to defend any Claim and the City is not required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City.	General	On-Going	Planning
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning

ITEM 12.3.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	General	On-Going	Planning
5.	The Permit is valid for a period of three (3) years from the date of City Council approval unless an extension is granted by the Community Development Director or substantial construction of the permitted use or project has commenced and is diligently pursued to completion.	Expiration	On-Going	Planning
6.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element, RCMC 6.68 and RCMC 16.18.1407(F).	Noise	On-Going	Code Enforcement /Building
7.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning
8.	SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs.	Easements	On-Going	SMUD
9.	The Applicant shall disclose existing or proposed 69kV electrical facilities to future and/or potential owners.	Facility Disclosure	On-Going	SMUD

ITEM 12.3.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
10.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	Relocation or Removal	On-Going	SMUD
11.	Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property.	Future Facility	On-Going	SMUD
12.	In the event the City requires an Irrevocable Offer of Dedication (IOD) for future roadway improvements, the Applicant shall dedicate a 12.5-foot public utility easement (PUE) for overhead and/or underground facilities and appurtenances adjacent to the City's IOD.	Irrevocable Offer of Dedication	On-Going	SMUD
Prior to Issuance of Building Permit				
13.	Submit Master Plans that include final landscaping and fence plans for review and approval by the Planning Department. Master Plans shall include all architectural details and materials consistent with the approved design review packet.	Landscape and architecture	Prior to Issuance of Building Permit	Planning
14.	Final landscape plan shall include the addition of weed barrier installed in Front yard prior to installation of ground cover for each production home.	Weed Barrier	Prior to Issuance of Building Permit	Planning

ITEM 12.3.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

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

ITEM 12.3.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
21.	Applicant will include phasing of development and order of planned construction upon submitting a new service application to SMUD for the initial subdivision phase(s) and/or road improvement backbone project(s).	Project Phasing	Prior to Issuance of Building Permit	SMUD
22.	Development should be phased to start adjacent to existing electrical infrastructure to minimize temporary overhead and/or underground electrical facilities.	Project Phasing	Prior to Issuance of Building Permit	SMUD
23.	The Applicant shall dedicate a 12.5-foot public utility easement for overhead and/or underground facilities and appurtenances adjacent to all public street right-of-ways.	Overhead and/or Underground Easement	Prior to Issuance of Building Permit	SMUD
24.	Structural setbacks less than 14-feet shall require the applicant to conduct a pre-engineering meeting with all utilities to ensure property clearances are maintained.	Structural Setbacks	Prior to Issuance of Building Permit	SMUD
25.	The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.).	Utility Clearance	Prior to Issuance of Building Permit	SMUD
26.	The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, service conductors). Information regarding SMUD siting requirements can be found at: https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services .	Siting Requirements	Prior to Issuance of Building Permit	SMUD

ITEM 12.3.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

		Category	Timing/ Implementation	Enforcement/ Monitoring
27.	SMUD has existing overhead 69kV facilities along Douglas Blvd that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 95 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation.	Overhead Clearance	Prior to Issuance of Building Permit	SMUD
28.	SMUD has existing underground 12kV facilities on PROJECT SITE that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 128 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation.	Underground Clearance	Prior to Issuance of Building Permit	SMUD
29.	The Applicant shall provide separate SMUD service points to each parcel to the satisfaction of SMUD.	Service Points	Prior to Issuance of Building Permit	SMUD
30.	The Applicant shall dedicate and provide all-weather vehicular access for service vehicles that are up to 26,000 pounds. At a minimum: (a) the drivable surface shall be 20-feet wide; and (b) all SMUD underground equipment and appurtenances shall be within 15-feet from the drivable surface.	Vehicular Access	Prior to Issuance of Building Permit	SMUD
Prior to Final Inspection				
31.	Property Owner/Developer shall record Covenants, Conditions and Restrictions (CC&Rs) in a form approved by the City that names the City as a third-party beneficiary with rights and without obligation to, enforce the CC&Rs. The CC&Rs shall contain, at a minimum, certain provisions and references to the City's Property Maintenance Code and prohibit the parking of trailers, boats or recreational vehicles in the driveway or on the public street.	Record CC&Rs	Prior to 1 st final Building Permit	Planning

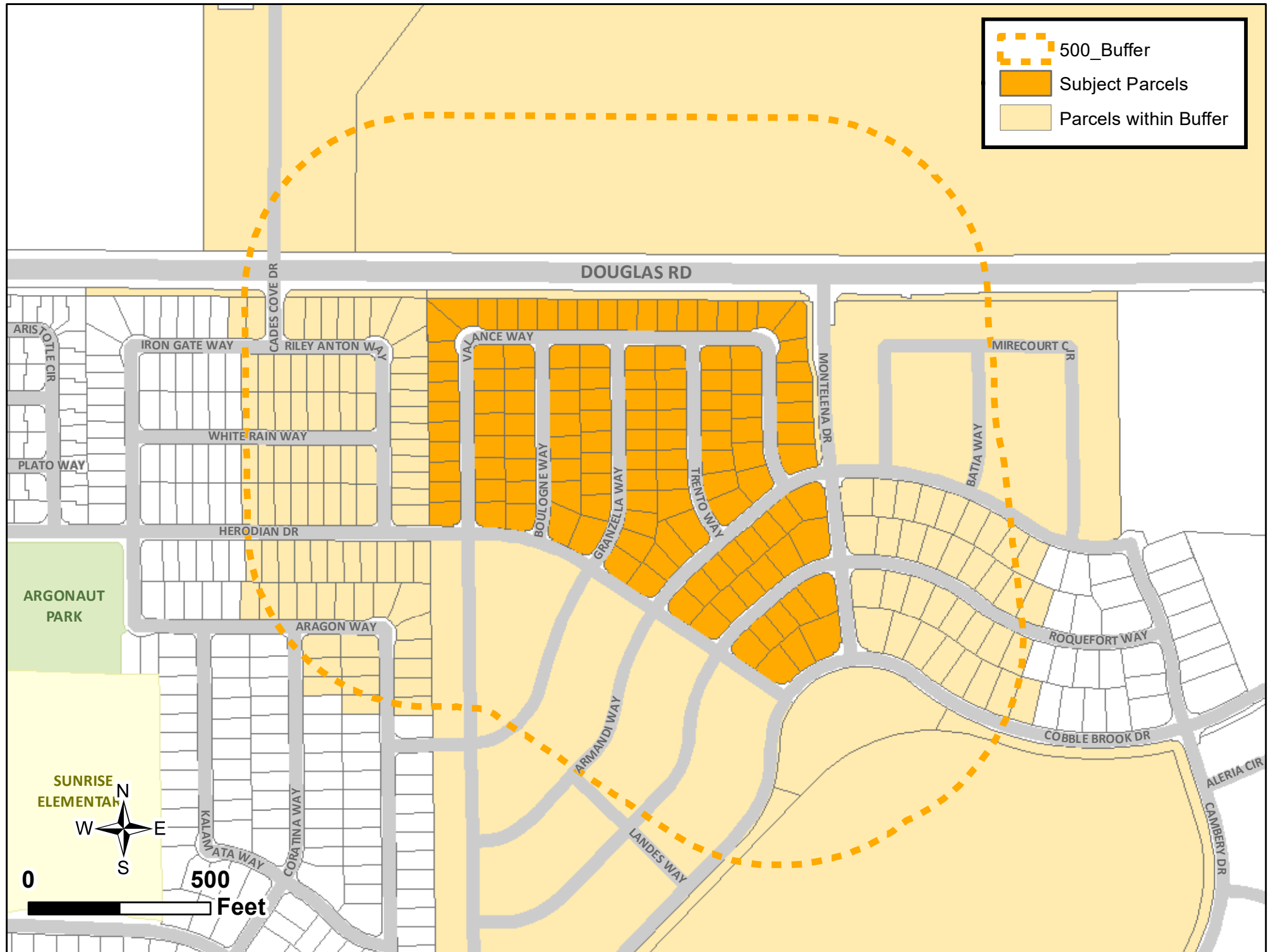
ITEM 12.3.
CONDITIONS OF APPROVAL

ATTACHMENT 3
Exhibit B to the Resolution

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

ADVISORY:

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



ITEM 12.3.

AEROJET GENERAL CORPORATION
PO BOX 13222
SACRAMENTO CA 95813

CURRENT RESIDENT
12048 COBBLE BROOK DR
RANCHO CORDOVA CA 95742

SACTO VLY CONSERVANCY
PO BOX 163351
SACRAMENTO CA 95816

ABRAHAM/HANNAH FAMILY TRUST
4035 CORATINA WAY
RANCHO CORDOVA CA 95742

ANATOLIA INVESTMENTS LLC
11833 SPRING WALK WAY
RANCHO CORDOVA CA 95742

BAUGH FAMILY TRUST
4000 PINEOAKYO RD
RESCUE CA 95672

BLACK EARL P JR
3971 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

COLLIER FRANK III/HAILEY R
4045 ARAGON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3939 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3955 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

CORDOVA PARK AND RECREATION
DISTRICT
2729 PROSPECT PARK DR STE 230
RANCHO CORDOVA CA 95670

MDRE DEVELOPMENT LLC
3021 DAGGETT DR
GRANITE BAY CA 95746

2017 1 IH BORROWER LP
1717 MAIN ST STE 2000
DALLAS TX 75201

AKOPYAN ALEKSAN/TATIANA ROTARU
11881 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

ATTOULEH FADI/JULIA
11869 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

BAUGHMAN RYAN/LESLIE
100 ALMOND DR
WINTERS CA 95694

CALLAHAN FELIPA G/JOHN J
11886 HERODIAN DR
RANCHO CORDOVA CA 95742

CRUZ ROSARIO G
11887 HERODIAN DR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3943 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3959 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

ATTACHMENT 4

CURRENT RESIDENT
11962 COBBLE BROOK DR
RANCHO CORDOVA CA 95742

MONTELENA DOUGLAS LLC
5241 ARNOLD AVE
MCCLELLAN CA 95652

2018 3 IH BORROWER LP
1717 MAIN ST STE 2000
DALLAS TX 75201

ALEKSANDER/YELENA DEMCHIK JOINT
LIVING TRUST
11898 HERODIAN DR
RANCHO CORDOVA CA 95742

BARI MD Z/NAZNIN AKTER
4037 ARAGON WAY
RANCHO CORDOVA CA 95742

BELOMYTTSEV ROMAN/NELLI
PLESKACH
11876 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

CAO FANG
221 COLLEGE AVE
PALO ALTO CA 94306

CURRENT RESIDENT
3935 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3947 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3983 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

ITEM 12.3.

CURRENT RESIDENT
3991 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11866 HERODIAN DR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11877 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3926 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
4061 ARAGON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
4081 ARAGON WAY
RANCHO CORDOVA CA 95742

DOMINIC/ANA LAFORGIA LIVING TRUST
BOX 821 CMR 427
APO AE 9630

GAMENG MARLON GARBIS
3931 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

HANNAN SHEKH MD ABDUL/FARHANA
BEGUM BUSHRA
11864 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

IDLER JOSHUA C
3922 IRON GATE WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11878 HERODIAN DR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11871 HERODIAN DR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3942 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3923 IRON GATE WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
4065 ARAGON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
4085 ARAGON WAY
RANCHO CORDOVA CA 95742

FRANCO CESAR
11858 HERODIAN DR
RANCHO CORDOVA CA 95742

GO WILLIAM/MARIBEL
4041 ARAGON WAY
RANCHO CORDOVA CA 95742

HERNANDEZ GUILLERMO C T/MARIEL Z
TORRES
3975 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

JAMELO JASON A SR/MARICHELLE A
4049 ARAGON WAY
RANCHO CORDOVA CA 95742

ATTACHMENT 4

CURRENT RESIDENT
11870 HERODIAN DR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11868 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3938 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
4053 ARAGON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
4077 ARAGON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
4076 ARAGON WAY
RANCHO CORDOVA CA 95742

GALSTYAN KRISTINE/MARO
NALBANDYAN
3951 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

GREEN DAVID/WARLITA
4089 ARAGON WAY
RANCHO CORDOVA CA 95742

HUHTALA JASON D/JOALEA L
4080 ARAGON WAY
RANCHO CORDOVA CA 95742

KEPING CHEN/HAO H XU AB LIVING
TRUST
6846 EBONY OAKS PL
GRANITE BAY CA 95746

ITEM 12.3.

KEVIN M & LYNN M KEANE FMLY
REVOCABLE T
11230 GOLD EXPRESS DR 310 219
GOLD RIVER CA 95670

KRISHNAJI RAJESWARI
101 CASTRO CT
FOLSOM CA 95630

LEE MI/WON CHOI
3930 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

LEI BINGBING/JONATHAN G LIM
3999 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

LI ZHU/BO LI REVOCABLE TRUST AGM
14607 ALOHA AVE
SARATOGA CA 95070

LUND CHRISTINA R/STEVEN VOYEZ
3967 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

MARTIN ADRIAN P/AMANDA K
4039 CORATINA WAY
RANCHO CORDOVA CA 95742

MUKKARA SIVA RAMA KRISHNA R/ETAL
6949 NEW YORK AVE
CORPUS CHRISTI TX 78414

NGUYEN THUAN M/HUONG T BUI
3963 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

PARVATANENI
RAGHURAM/SRILAKSHMI JAMMULA
4031 CORATINA WAY
RANCHO CORDOVA CA 95742

KINNEY ASHLEY MARIE/CHRISTOHER
ANTHONY
12770 EVANSTON WAY
RANCHO CORDOVA CA 95742

KUO MEIYIN MARISA
11863 HERODIAN DR
RANCHO CORDOVA CA 95742

LEE NANCY
11859 HERODIAN DR
RANCHO CORDOVA CA 95742

LI XIAOJUN/LAN MA
11862 HERODIAN DR
RANCHO CORDOVA CA 95742

LINDEN AMBER L/BRIAN G
4069 ARAGON WAY
RANCHO CORDOVA CA 95742

MANALUS GLENN A
11889 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

McCLOUD JEFF R/BEATRIX A
11880 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

MUTHENNAGARI NAVEEN
7977 INTERLOCHEN ST
KALAMAZOO MI 49009

NGUYEN VIEN H/THUY N DANG
4811 AZALEA PARK WAY
RANCHO CORDOVA CA 95742

PASTORES OSCAR/MARY ANNE O
JAVIER
11879 HERODIAN DR
RANCHO CORDOVA CA 95742

ATTACHMENT 4

KOVALYOV NINA/DIMITRY
3934 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

LAVALLEE MALIA M
11884 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

LEE SANG HWA
11872 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

LI YANONG/WEI LU
12617 THORNBERG WAY
RANCHO CORDOVA CA 95742

LIU FAMILY TRUST
8586 JAYTEE WAY
FAIR OAKS CA 95628

MARIBEL AGATON EVANGELISTA
REVOCABLE TRUST
11860 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

MENDOZA MATTHEW I
1385 HALE ST
VALLEJO CA 94591

NGUYEN CHRISTINE/CONNIE CALONIA
11873 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

OROZCO LUIS RUDELLO/JASMIN
ARIANA/SABRINA SOPHIA
4088 ARAGON WAY
RANCHO CORDOVA CA 95742

PATTERSON NICHOLAS CONSTANTINE
3948 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

ITEM 12.3.

PENUMECHCHU SRINIVAS R/RAJANI
422 SORTWELL CT
EL DORADO HILL CA 95762

RACHOGAN ARYAR/YATRA
11885 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

ROBERT H/MARIA HERLINDA SCHULZ
REVOCABLE TRUST
11861 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

SAINI KARANJIT S
4084 ARAGON WAY
RANCHO CORDOVA CA 95742

SORIA JAVIER A/VICTORIA M
11865 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

SY RACEL
11890 HERODIAN DR
RANCHO CORDOVA CA 95742

TOWNER RICHARD
11875 HERODIAN DR
RANCHO CORDOVA CA 95742

WILSON NORMAN A JR/ANISSA
SONNENBURG
3979 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

YU FAMILY TRUST
1780 SUMMER CLOUD CT
FOLSOM CA 95630

PHAM VAN BICH/MILEN LYUBOMIROV
KRASTEV
250 MCADOO DR 122
FOLSOM CA 95630

RAM/SITA LALCHANDANI REVOCABLE
TRUST
4110 RIDING CLUB LN
SACRAMENTO CA 95864

ROMINES BRENT/MARIA
3919 IRON GATE WAY
RANCHO CORDOVA CA 95742

SEGAL BETH
9172 THILOW DR
SACRAMENTO CA 95826

SUSANTIN ANDRE/HERAWATI LOH
11874 HERODIAN DR
RANCHO CORDOVA CA 95742

TAMMANA SURESH K/LAVANYA
11888 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

TSAI HSIN CHU/LEI LIU
200 SOCRATES PL
EL DORADO HILL CA 95762

WITTMANN 2019 TRUST
4057 ARAGON WAY
RANCHO CORDOVA CA 95742

ALTA VISTA LLC
340 PALLADIO PKWY STE 521
FOLSOM CA 95630

ATTACHMENT 4

PINEDA ALIDA/JORGE E
3926 IRON GATE WAY
RANCHO CORDOVA CA 95742

RAYA LINDSAY GORDON/MOISES
FRANCISCO
3987 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

ROMO JOSE D/GABRIELA E
11894 HERODIAN DR
RANCHO CORDOVA CA 95742

SOE KYI THAR/ZIN O TUN
11867 HERODIAN DR
RANCHO CORDOVA CA 95742

SWEENEY MICHAEL J/ETHNA ROMERO
DE SWEENEY
3995 RILEY ANTON WAY
RANCHO CORDOVA CA 95742

THOMAS RHONDA L/MICHAEL MCKEE
11883 HERODIAN DR
RANCHO CORDOVA CA 95742

VIVEIROS ANTHONY SILVIO/RILEY FEY
4073 ARAGON WAY
RANCHO CORDOVA CA 95742

YENUMULAPALLI ANILESH
11882 HERODIAN DR
RANCHO CORDOVA CA 95742

RICHMOND AMERICAN HOMES OF
MARYLAND INC
3200 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

ITEM 12.3.

ATTACHMENT 4

SACRAMENTO SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO COUNTY WATER
AGENCY
10151 FLORIN ROAD
SACRAMENTO CA 95829

PG&E
2730 GATEWAY OAKS DRIVE
SACRAMENTO CA 95833

PG&E
343 SACRAMENTO STREET
AUBURN CA 95603

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B404
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE
10545 ARMSTRONG AVE STE 310
MATHER CA 95655

ELK GROVE UNIFIED SCHOOL DISTRICT
9510 ELK GROVE-FLORIN RD
ELK GROVE CA 95624

SACRAMENTO COUNTY WATER
AGENCY
827 7TH STREET RM 301
SACRAMENTO CA 95814

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

MEMORANDUM



ITEM 13.1.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **AN ORDINANCE AMENDING TITLE 23, ZONING CODE, ARTICLE 1 ADMINISTRATION, ARTICLE 3 ZONING DISTRICT, ALLOWABLE USES, AND GENERAL DEVELOPMENT STANDARDS, ARTICLE 7 SITE PLANNING AND DEVELOPMENT STANDARDS, ARTICLE 9 SPECIFIC USE PROVISIONS AND ARTICLE 11 DEFINITIONS OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE AND DISCUSSION AND DIRECTION ON POTENTIAL MUNICIPAL CODE AMENDMENTS RELATED TO TASTING ROOMS AND ELECTRIC VEHICLE CHARGING STATIONS.**

RECOMMENDATION

Introduce and waive the first reading of the Ordinance and receive a report and provide direction to staff on potential Municipal Code Amendments related to tasting rooms and electric vehicle charging stations.

RESULT OF RECOMMENDED ACTION

The Ordinance will come back for a second reading and adoption at the December 20th City Council meeting. Approval of the Ordinance would amend several Chapters of Title 23, Zoning, including:

- Chapter 23.128 Reasonable Accommodations—update inconsistent language
- Chapters 23.307, 310, 313, and 316—update the use tables to reflect Supportive Housing, Agricultural Employee Housing and Low Barrier Navigation Centers for consistency with State Housing Laws and the Housing Element.
- Chapter 23.719 Parking—update parking standards to be more reflective of industry standards
- Chapter 23.743 Signs—update commercial real estate signs to provide clarity on duration of signage.
- Chapter 23.901 Residential Uses—update the agricultural employee housing section
- Chapter 23.1104 Definitions—update definitions to provide clarity on uses

No action will be taken by the City Council on potential Municipal Code Amendments related to tasting rooms and electric vehicle charging stations. Staff will provide an overview of the issue

and request direction from the City Council to prepare amendments for a future public hearing and action.

BACKGROUND

In Fall 2020, the City of Rancho Cordova began the first phase of updating the City's Zoning Code, working under an SB-2 grant from the State of California Department of Housing and Community Development. Staff and the City's consultant, Interwest Consulting Group, completed an initial round of updates, which were presented to the City Council in Summer 2021. After the initial round of amendments was completed, staff identified additional changes based on recently adopted state laws. Amendments are also being proposed to the parking standards and the commercial real estate signs which were presented to the Council at previous meetings. Other proposed amendments are to clarify a definition and delete reference to junior accessory dwelling units that was inadvertently left in the code and was replaced by updated language. All proposed amendments are included in a track change format as part of Attachment 3 of this staff report.

Below are discussions of the proposed changes for the Council's consideration.

AB 1783 Agricultural Employee Housing

Assembly Bill 1783 (AB 1783) established a requirement that local jurisdictions adopt a streamlined permitting process for ministerial approval of farmworker housing on land zoned primarily for agricultural use.

Currently, the City would rely on the Employee Housing land use designation for any new agricultural employee housing development. The Employee Housing designation is not tailored for agricultural employees and has zoning and density limits which AB 1783 now restricts. Although AB 1783 authorizes the City to conduct a development review or public oversight of agricultural employee housing, it is up to the local agency to decide who will conduct annual site inspections and compliance checks. The following chapters of the Zoning Code have been amended:

- 23.307 Agricultural Zoning Districts - Land Use Table
- 23.310 Residential Zoning Districts - Land Use Table
- 23.901 Residential Uses - Agricultural Employee Housing Ordinance
- 23.1104.040 Land Use Definitions - Agricultural Employee; Agricultural Employer; Agricultural Housing; Single-Family Farmworker Housing; Agricultural Housing, Employer Provided.

SB 48 Low-Barrier Navigation Centers Developments

State Bill 48 (SB 48) removes zoning barriers from the locating and operation of Low-Barrier Navigation Centers in multifamily and mixed-use zoned districts. These centers are service-rich and are designed to provide support to help individuals find long-term housing opportunities. They provide more diverse housing opportunities for individuals who have pets, possessions, and domestic partners.

The City does not currently have Low Barrier Navigation Centers listed within the Zoning Code. The proposed amendment will bring the City into compliance with the new state law by adding the definition, as well as permit the use by right, in areas that currently allow for multifamily and mixed-use development. Additionally, the ordinance update will include adding definitions of Supportive Housing and Target Population, for clarity and consistency. The following chapters of the Zoning Code have been amended:

- 23.310 Residential Zoning Districts - Update of the Use Tables
- 23.313 Mixed Use Zoning Districts - Update of the Use Tables
- 23.316 Commercial and Industrial Zoning Districts - Update of the Use Tables
- 23.1104.040 Land Use Definitions - Adding definitions for Target Population, Supportive Housing and Low Barrier Navigation Centers

Reasonable Accommodation, Application and Appeal Process Change

The California Fair Employment and Housing Act requires local governments make reasonable accommodations for those with disabilities, including land use and zoning changes when necessary to allow access to housing. Although the City currently has an ordinance in place, which can be found in Chapter 23.128 Reasonable Accommodation, minor modifications to the current code are recommended to comply with State Law and removing unnecessary hurdles for those with disabilities in securing housing.

The primary change made to the Zoning Code is to protect the privacy of the individual with disabilities; this was addressed in the appeal process and document handling. As the code is written, appeals are subject to public hearings which does not appropriately protect the applicant's privacy. As proposed, the City Manager would instead handle appeals directly, the City Manager decisions would be final. Additionally, to further protect the privacy of the disabled individual, all documentation regarding the disability or medical information would be kept in a confidential manor and not available for public viewing.

The final change is to the application and not the ordinance. The change would remove the deposit associated with the Reasonable Accommodation application for the Planning review process. There is currently a \$2,000 deposit due at the time of application. It is unlawful under Title II of the ADA, Section 504 of the Rehabilitation Act of 1973, as well as the California Unruh Civil Rights Act, to charge a fee for a reasonable accommodation. The following chapter of the Zoning Code has been amended:

23.128 Reasonable Accommodation

Parking Standards

Parking constitutes one of the largest single uses of land in many cities and parking regulations have a significant effect on the form of communities. Excessive requirements for parking drive up the cost of development and reduce the amount of usable building space in projects. Lack of adequate parking can impact residents and leave commercial development at a competitive disadvantage. Finding the right balance between supply and demand is key, and many cities are looking at ways to improve parking in their cities to increase economic activity, expand affordable housing options, and make their communities overall healthier and more livable. Proposed amendments to Chapter 23.719 parking were presented to the Council on August 24th. The proposed amendments included in Attachment 3 are consistent with Council's direction at that meeting.

Commercial Real Estate Signs

Issues associated with the duration of commercial real estate signs placed on a property and that the City's Municipal Code does not currently regulate the duration is the purpose behind the proposed amendments. Staff has presented various options to Council, most recently in August, on how to address the issue. The proposed amendments reflect Council's previous direction on the topic.

Personal Services Definition

Staff is proposing an amendment to the definitions chapter to include various new definitions to address the new sections of the code discussed above. Additionally, staff is proposing to amend the definition of personal services to include permanent makeup application as a personal service. This is a service often offered in salons or spas as an accessory use, but not permitted as a stand alone use. This amendment would permit the use as a stand-alone business.

Discussion and Direction

Tasting Rooms

The City has a robust Barrell District that includes various breweries and distilleries, all of which offer onsite tasting rooms for onsite consumption and offsite retail sales. As an incidental use to manufacturing, the tasting area cannot exceed fifty (50) percent of the total floor area. While this floor area restriction at one time was not an issue for manufacturers to meet, it has increasingly restricted operators from expanding their existing tasting room space to accommodate changing times due to the COVID-19 pandemic. During the pandemic, many manufacturers moved their seating space outdoors to adhere to Public Health orders. Staff worked with businesses to ensure that various aspects of health and safety were still met, including ADA accessibility, parking, circulation, and pedestrian access. What can be identified is that these temporary outdoor spaces have been successfully keeping businesses open and operating, while still adhering to the required safety guidelines. These outdoor spaces have become part of the operation and are still heavily used, even though seating indoors is now allowed. There has been increased interest to make the outdoor seating spaces permanent. Unfortunately, the 50% maximum floor area makes permanent expansion almost impossible for many of the breweries and distilleries.

In considering a solution to the issue, staff looked at other uses in the code with indoor and outdoor space and found that restaurants, bars, lounges, offsite tasting rooms and any similar use do not have a maximum floor area percentage for seating areas. Staff also surveyed other jurisdictions and most had a percentage maximum. However, many of these provisions were written pre-pandemic and were likely written to ensure the manufacturing component remained the main focus of the use. Additionally, ABC does not limit the tasting room space when issuing the alcohol license for an onsite tasting room. In light of post-pandemic operations and the likelihood that the demand for outdoor space will only increase, staff suggests a code amendment to eliminate the maximum floor area percentage for onsite tasting rooms. Onsite manufacturing would still be required and the demand for manufacturing space for the use would be driven by their production. Remaining space could then be utilized for a tasting room and any outdoor space would need to work within the confines of the code and adhere to other requirements such as ADA accessibility. This would provide operators and staff the most flexibility to work with businesses and becomes an attractive incentive for future manufacturers wanting to open up in the City.

Electric Vehicle Charging Stations

At the December 6th City Council meeting, Council directed staff to return with a conversation related to Electric Vehicle Charging Stations. During an August 24th Council Worksession, the topic was discussed and direction provided to amend the code to be require electric vehicle parking spaces based upon the CAL Green Title 24 requirements. Amendments to the parking section that reflect that direction are provided in these proposed Municipal Code amendments. The City may opt for a higher level of requirement that requires creation of a greater

percentage of EV capable spaces. If that is the case, staff would request that Council provide that additional direction to staff to be included in a future code amendment.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

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

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2021

AN ORDINANCE AMENDING TITLE 23, ZONING CODE, ARTICLE 1 ADMINISTRATION, ARTICLE 3 ZONING DISTRICT, ALLOWABLE USES, AND GENERAL DEVELOPMENT STANDARDS, ARTICLE 7 SITE PLANNING AND DEVELOPMENT STANDARDS, ARTICLE 9 SPECIFIC USE PROVISIONS AND ARTICLE 11 DEFINITIONS OF THE CITY OF RANCHO CORDOVA MUNICIPAL CODE

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, certain amendments to Title 23 (Zoning Code), Article 1, Administration, Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 7 Site Planning and Development Standards, Article 9 Specific Use Provisions and Article 11 Definitions provide consistency with State law, provide clarification of processing and update sections of the code for consistency with industry standards;

WHEREAS, on December 6, 2021 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:

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 consistency with State law, provide clarification of processing and update sections of the code for consistency with industry standards. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development and it would not result in a direct or indirect physical changes in the environment. Any specific development projects that may result from these changes will be subject to environmental review. The proposed

amendments are consistent with the City's General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

B. The proposed amendments are consistent with the General Plan. The attached Municipal Code Amendments ("Amendments") are consistent with the General Plan. The amendments provide consistency with State law, provide clarification of processing and update sections of the code for consistency with industry standards.

C. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The attached amendments would provide consistency with State law, provide clarification of processing and update sections of the code for consistency with industry standards. 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 of this zoning code. The Amendments have been reviewed for consistency with the entirety of the Municipal Code and is consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 23 Zoning Code

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

Section 4. Severability

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

Section 5. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2021 by the following vote:

AYES:

ITEM 13.1.

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Chapter 23.128

REASONABLE ACCOMMODATION

Sections:

- 23.128.010 Purpose.
- 23.128.020 Applicability.
- 23.128.030 Application required.
- 23.128.040 Approval authority.
- 23.128.050 Public hearing notice and procedure.
- 23.128.060 Notice of decision.
- 23.128.070 Approval findings.
- 23.128.080 Conditions of approval.
- 23.128.090 Appeals.
- 23.128.100 Permit expiration.
- 23.128.110 Amendments.

23.128.010 Purpose.

This chapter provides a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (collectively, the Acts) in the application of zoning laws and other land use regulations, policies, and procedures. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.10.010)].

23.128.020 Applicability.

A. A request for reasonable accommodation may be made by any person with a disability, their representative, or any entity, when the application of a requirement of this zoning code or other city requirement, policy, or practice acts as a barrier to fair housing opportunities. A “person with a disability” is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment, or anyone who has a record of such impairment. This chapter is intended to apply to those persons who are defined as disabled under the Acts.

B. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

C. A reasonable accommodation is granted to the household that needs the accommodation and does not apply to successors in interest to the site.

D. A reasonable accommodation may be granted in compliance with this chapter without the need for the approval of a variance. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.10.020)].

23.128.030 Application required.

An application for a reasonable accommodation permit shall be filed in accordance with RCMC 23.110.040 (Application requirements). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.10.030)].

23.128.040 Approval authority.

A reasonable accommodation permit is a limited discretionary decision by the director as designated in RCMC 23.104.030 (Recommending and approval authority). [Ord. 4-2017 § 3 (Exh. B)].

23.128.050 Public hearing notice and procedure.

No public hearing is required for review and processing of a reasonable accommodation permit. Any information submitted as part of a reasonable accommodation request shall be stored in a manner to respect privacy of the applicant and shall not be available for public inspection.

ITEM 13.1.

Exhibit A to the Ordinance

23.128.060 Notice of decision.

A written determination granting, granting with modifications, or denying the reasonable accommodation request shall be provided to the applicant within 45 days of the application being deemed complete. [Ord. 4-2017 § 3 (Exh. B)].

23.128.070 Approval findings.

The written decision to grant, grant with modifications, or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

- A. Whether the housing in the request will be used by a qualified individual with a disability under the Acts;
- B. Whether the request for reasonable accommodation is necessary to make specific housing accessible to an individual with a disability under the Acts;
- C. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the city;
- D. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning;
- E. Potential impact on surrounding uses, including damage to other properties;
- F. Physical attributes of the property and structures;
- G. Whether the requested reasonable accommodation would create a direct threat to the safety of others; and
- H. Other reasonable accommodations that may provide an equivalent level of benefit. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.10.040). Formerly 23.128.040].

23.128.080 Conditions of approval.

In granting a request for reasonable accommodation, the approval authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings. The conditions shall also state whether the accommodation granted shall be removed in the event that the person for whom the accommodation was requested no longer resides on the site. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.10.050). Formerly 23.128.050].

23.128.090 Appeals.

Appeal of a reasonable accommodation permit may be filed with the Planning Department, and subject to review by the City Manager for a decision.

23.128.100 Permit expiration.

Reasonable accommodation permits shall expire three years from the date of approval, unless:

- A. Substantial construction of the permitted use has commenced and is diligently pursued to completion; clear documentation is provided to establish that the permit holder has made a good faith effort to commence work upon the use; the permitted use has clearly been established; actual occupancy of an existing building or land occurs under the terms of the permitted use; or
- B. An extension is approved in accordance with RCMC 23.110.070 (Extension of land use entitlement). [Ord. 4-2017 § 3 (Exh. B)].

23.128.110 Amendments.

An applicant may request an amendment to a reasonable accommodation permit after the final written decision is issued. Amendments shall be processed in accordance with RCMC 23.110.180 (Amendments). [Ord. 4-2017 § 3 (Exh. B)].

Chapter 23.307

AGRICULTURAL ZONING DISTRICTS

Sections:

- 23.307.010 Purpose.
- 23.307.020 Characteristics of the agricultural zoning districts.
- 23.307.030 Allowed land uses and permit requirements.
- 23.307.040 Development standards.

23.307.010 Purpose.

The purpose of this chapter is to establish agricultural zoning districts in the city, along with allowed use and development standards applicable to those districts. These districts are consistent with and implement the city's General Plan agricultural land use categories (general agricultural) as shown in Table 23.301-1 (Zoning Districts). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.3.010)].

23.307.020 Characteristics of the agricultural zoning districts.

The following descriptions of each agricultural zoning district identify the characteristic uses, intensity of uses, and level of development intended for that district:

A. Agricultural (AG) Zoning Districts. These districts are intended to preserve land for agricultural use and operations and discourage the premature conversion of agricultural land to urban uses. The two agricultural zoning districts allow for a wide variety of agricultural and compatible uses on large tracts of land, such as crop production, animal keeping (e.g., livestock), and commercial agricultural-related uses (e.g., stables). The number associated with the AG district corresponds to the minimum lot size in each district and is limited to the following:

1. AG-80 Zoning District (80-Acre Minimum). The AG-80 zone is applied to areas of the city to accommodate a wide range of agricultural uses on parcels of land a minimum of 80 gross acres in size.
2. AG-20 Zoning District (20-Acre Minimum). The AG-20 zone is applied to areas of the city to accommodate agricultural use on parcels a minimum of 20 gross acres in size. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.3.020)].

23.307.030 Allowed land uses and permit requirements.

Table 23.307-1 identifies allowed uses and corresponding permit requirements for the agricultural zoning districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title. Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

Use regulations in the table are shown with a representative symbol by use classification listing: "P" symbolizes uses allowed by right, "AUP" symbolizes uses that require approval of an administrative use permit, "C" symbolizes uses that require approval of a conditional use permit, and "N" symbolizes uses that are not permitted.

Table 23.307-1: Allowed Uses and Permit Requirements for Agricultural Zoning Districts

Land Use Category	AG-80	AG-20	Specific Use Regulations
Residential Uses			
Agricultural Employee (Farmworker) Housing	AUP	AUP	RCMC 23.901.100
Caretaker Housing	AUP	AUP	RCMC 23.901.020
Dwelling, Accessory Unit ¹	P	P	RCMC 23.901.060
Dwelling, Single-Family	P	P	
Family Day Care Home, Small	P	P	
Family Day Care Home, Large	P	P	
Garage Sale	P	P	
Group Residential	C	C	
Guest House	P	P	
Home Occupations	P	P	RCMC 23.901.030
Mobile Home	P	P	RCMC 23.901.050
Agriculture, Resource, and Open Space Uses			
Agricultural Tourism	C	C	
Animal Husbandry	P	P	
Animal Keeping, Domestic Pets	P	P	
Animal Keeping, Exotic Animals	P	P	
Animal Keeping, Livestock Animals	P	P	
Animal Keeping, Poultry	P	P	
Beekeeping	P	P	Chapter 8.12 RCMC
Crop Production	P	P	RCMC 23.904.020
Equestrian Facility, Commercial	P	P	RCMC 23.904.020
Equestrian Facility, Hobby	P	P	RCMC 23.904.020
Hog Farm, Commercial	P	P	RCMC 23.904.020
Kennels, Hobby	P	P	RCMC 23.904.020
Recreation, Education, and Public Assembly Uses			
Cemeteries, Mausoleums	C	C	
Clubs, Lodges, and Private Meeting Halls	C	C	
Community Centers/Civic Uses	C	C	
Community Garden	P	P	
Golf Courses/Clubhouses	C	C	

Land Use Category	AG-80	AG-20	Specific Use Regulations
Libraries and Museums	C	C	
Outdoor Commercial Recreation	C	C	
Parks and Public Plazas	P	P	
Public Safety Facility	P	P	
Religious Institutions	C	C	
Resource Protection and Restoration	P	P	
Resource-Related Recreation	P	P	
Schools, Private and Special/Studios	C	C	
Schools, Public	P	P	
Utility, Transportation, and Communication Use Listings			
Airport	N	N	
Bus and Transit Shelters	P	P	
Telecommunication Facility	AUP	AUP	RCMC 23.907.020
Utility Facilities and Infrastructure	AUP	AUP	RCMC 23.907.030
Retail, Service, and Office Uses			
Bed and Breakfast Inns	AUP	AUP	
Child Day Care Facility	AUP	AUP	
Kennels, Commercial	AUP	AUP	
Medical Services, General	N	N	
Medical Services, Hospitals	N	N	
Veterinary Facility	AUP	AUP	
Industrial, Manufacturing, and Processing Uses			
Agricultural Products Processing	C	C	

Notes:

1. Each lot or parcel shall contain a minimum of five gross acres per accessory dwelling unit.

[Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.3.030)].

23.307.040 Development standards.

The following development standards are applicable to the agricultural zoning districts. These standards, along with other development standards (e.g., landscaping requirements, signs, parking standards) in this title and citywide design guidelines, are intended to assist property owners and project designers in understanding the city's minimum requirements and expectations for high quality development.

Table 23.307-2: Agricultural Zoning Districts Development Standards

Development Standard		AG-80	AG-20
Minimum Lot Area		80 acres	20 acres
Maximum Density		1 du/parcel	1 du/parcel
Setbacks:			
Front		50 feet	50 feet
Sides, Interior Lot		50 feet	50 feet
Street Side/Corner Lot		50 feet	50 feet
Rear		50 feet	50 feet
Minimum Lot Dimensions:			
	Width/Frontage	1,000 feet	500 feet
	Depth	1,500 feet	1,500 feet
Height Limit		50 feet ¹	50 feet ¹

Notes:

1. Water tanks, silos, granaries, barns, and similar accessory structures or necessary mechanical appurtenances may exceed a height of 50 feet provided they do not exceed any other height restrictions imposed on the specific location of the structure.

[Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.3.040)].

Chapter 23.310

RESIDENTIAL ZONING DISTRICTS

Sections:

- 23.310.010 Purpose.
- 23.310.020 Characteristics of the residential zoning districts.
- 23.310.030 Allowed land uses and permit requirements.
- 23.310.040 Development standards.

23.310.010 Purpose.

The purpose of this chapter is to establish residential zoning districts in the city, along with allowed use and development standards applicable to those districts. These districts are consistent with and implement the city's General Plan residential land use categories (rural residential, estate residential, low density residential, medium density residential, and high density residential). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.4.010)].

23.310.020 Characteristics of the residential zoning districts.

The following descriptions of each residential zoning district identify the characteristic uses, intensity of uses, and level of development intended for that district:

A. Rural Residential (RR) Zoning District. This district is applied to areas of the city where development is limited to low density concentrations of single-family dwellings. The zone implements the General Plan's rural residential land use category by allowing residential developments between 0.1 and 0.5 dwelling units per acre. The zone is applied to parcels of land along or at the edge of the city, helping to define the city's boundary. The zone is intended to provide a gradual transition of density from the urban core to a rural edge of the community. Development in this zone is characterized by smaller local roads, the rural nature of improvements and services (e.g., no curb, gutter, streetlights), and larger lots. Limited agricultural-related uses (e.g., farming, animal keeping) are permitted in this zone when compatible with the primary residential use.

B. Estate Residential (ER) Zoning District. This district is applied to areas of the city where development is limited to low density concentrations of single-family dwellings. The zone implements the General Plan's estate residential land use category by allowing for residential development between 0.51 and 2.0 dwelling units per acre. The zone is applied to parcels of land near the edge of the city where urban development approaches the rural areas of the region. This zone promotes a gradual transition between urban areas and the rural country by introducing a more rural lifestyle with larger lots (between one-half acre and two acres in size). The ER zone also allows for specific nonresidential development that is in keeping with both the residential and rural nature of the zone, such as public safety facilities, parks, trails, and open space, and religious/institutional facilities. Generally, development within the zone is characterized by larger lots, two-lane roads, and formal curb and gutter at the roadway edge. Street lighting (in addition to safety lighting at intersections) and sidewalks may be included, but are not required. Public water and sewer service is encouraged, but should only be required when it is immediately available to the individual lot or in proximity to a new estate residential development.

C. Residential (RD) Zoning Districts. These districts are established to provide sufficient space in appropriate locations for residential development to meet the housing needs of the city's present and expected future population with due allowance for the need for a choice of sites. There are 12 individual RD zones as listed below. The number associated with the RD district corresponds to the maximum gross density allowed in the district. The general character of each district is listed as part of the allowed density range and is intended to help guide development within the district, consistent with and accompanying descriptions in the General Plan.

1. RD-1 Zoning District (One Dwelling Unit per Acre Maximum). This district should be applied to areas that are semi-rural in character, featuring a combination of larger lots typically found in rural areas but also more urban roadway and infrastructure improvements. This zone is targeted for more executive-style housing and allows for development in the 0.51 to 1.0 dwelling units per acre range, consistent with the estate residential General Plan land use category.

2. RD-2 Zoning District (Two Dwelling Units per Acre Maximum). This district should be applied to areas that are semi-rural in character, featuring a combination of larger lots typically found in rural areas but also more urban roadway and infrastructure improvements. This zone is targeted for more executive-style housing and allows for development in the 1.1 to 2.0 dwelling units per acre range, consistent with the estate residential General Plan land use category.

3. RD-3 Zoning District (Three Dwelling Units per Acre Maximum). This district allows for development in the 2.1 to 3.0 dwelling units per acre range. This district should be applied to areas that are strictly residential; however, other compatible neighborhood support facilities and public/quasi-public uses, such as parks, religious institutions, and community gathering facilities, may be located in the district.

4. RD-4 Zoning District (Four Dwelling Units per Acre Maximum). This district should be applied to areas that are generally residential; however, the district does allow for other compatible neighborhood support facilities and public/quasi-public uses, such as parks, religious institutions, and community gathering facilities. The district allows for development in the 3.1 to 4.0 dwelling units per acre range.

5. RD-5 Zoning District (Five Dwelling Units per Acre Maximum). This district makes up the vast majority of residential development built in the city prior to incorporation. The zone allows for residential development in the 4.1 to 5.0 dwelling units per acre range, as well as other compatible neighborhood support facilities and public/quasi-public uses, such as parks, religious institutions, and community gathering facilities.

6. RD-6 Zoning District (Six Dwelling Units per Acre Maximum). This district allows for development between 5.1 and 6.0 dwelling units per acre. This district should be applied to areas that are primarily single-family residential; however, the district does allow for other compatible neighborhood support facilities and public/quasi-public uses, such as parks, religious institutions, and community gathering facilities.

7. RD-7 Zoning District (Seven Dwelling Units per Acre Maximum). This is a medium density residential zoning district, allowing development in the 6.1 to 7.0 dwelling units per acre range. Properties in this zone typically include higher density single-family homes (attached and detached). Other compatible neighborhood support uses may also be permitted, such as parks and religious institutions.

8. RD-10 Zoning District (10 Dwelling Units per Acre Maximum). As a medium density residential zoning district, this district allows development in the 7.1 to 10.0 dwelling units per acre range and includes both higher density single-family homes (attached and detached) and more traditional multifamily residential development. This district should be applied to areas that are located in proximity to neighborhood and employment centers and provides a compatible transition to lower density residential development.

9. RD-15 Zoning District (15 Dwelling Units per Acre Maximum). As with other medium density residential zoning districts, this district allows for both higher density single-family (attached and detached) and more traditional multifamily residential development. The district allows for residential development in the 10.1 to 15.0 dwelling units per acre range, is typically located in proximity to neighborhood and employment centers, and provides a compatible transition to lower density residential development.

10. RD-20 Zoning District (20 Dwelling Units per Acre Maximum). This district is a high density residential zoning district which allows 18.1 to 20.0 dwelling units per acre. Typical development in this district includes apartments, condominiums, and other high density multifamily dwellings. The district also provides additional living opportunities for people of varying needs and income levels (e.g., residential care facilities, assisted living facilities, congregate care facilities).

11. RD-25 Zoning District (25 Dwelling Units per Acre Maximum). This high density residential district allows for development in the 20.1 to 25.0 dwelling units per acre range and includes apartments, condominiums, and other high density residential multifamily dwellings. The district also provides additional living opportunities for people of varying needs and income levels (e.g., residential care facilities, assisted living facilities, congregate care facilities).

12. RD-30 Zoning District (30 Dwelling Units per Acre Maximum). This district allows for high density residential development (e.g., apartments, condominiums) in the 25.1 to 30.0 dwelling units per acre range. As

with other high density residential districts, this district also provides additional living opportunities for people of varying needs and income levels (e.g., residential care facilities, assisted living facilities, congregate care facilities).

D. Medium Density Residential (MDR). This district designates property for the development of a wide range of housing types with a density range between 6.1 and 18.0 dwelling units per acre. The MDR district is intended for higher density single-family homes (attached or detached), condominiums, and small apartment complexes. This district provides a compatible transition between the lower density residential neighborhoods of the city and the urban centers.

E. High Density Residential (HDR). This district designates property for the development of residential uses with a density between 20.1 and 40.0 dwelling units per acre. The HDR district is intended for higher density residential development, such as apartments, condominiums, lofts, and other multi-story residential uses. This district is typically located along major roadways and transit corridors near and adjacent to or within service and employment centers. High density residential development is designed to be pedestrian- and transit-friendly.

F. Residential Mobile Home (RMH). This district provides for the development of mobile home parks and/or the placement of mobile homes on individual lots within an approved subdivision of lots to accommodate mobile homes as the primary dwelling unit. The RMH zone also allows for the development of associated support uses, such as community centers, parks, and common areas, as part of both mobile home parks and mobile home subdivisions. Development in this district is limited to 7.1 to 18.0 dwelling units per acre. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.4.020)].

23.310.030 Allowed land uses and permit requirements.

Table 23.310-1 identifies allowed uses and corresponding permit requirements for the residential zoning districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title. Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

Use regulations in the table are shown with representative symbol by use classification listing: “P” symbolizes uses allowed by right, “AUP” symbolizes uses that require an administrative use permit, “C” symbolizes uses that require approval of a conditional use permit, and “N” symbolizes uses that are not permitted.

Table 23.310-1: Allowed Uses and Permit Requirements for Residential Zoning Districts

Land Use Category	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10	RD-15	RD-20	RD-25	RD-30	MDR	HDR	RMH	Specific Use Regulations
Residential Uses																		
Adult Day Care Home	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	
Agricultural Employee Housing	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.901.100
Caretaker Housing	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	RCMC 23.901.020
Dwelling, Multifamily ⁹	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	N	
Dwelling, Accessory Unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	RCMC 23.901.060
Dwelling, Single-Family	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N	P	
Dwelling, Two-Family	N	N	N	N	N	AUP ¹	AUP ¹	AUP ¹	AUP ¹	P	P	P	P	P	P	N	N	
Emergency Shelter	N	N	N	N	N	N	N	N	C	C	C	C	C	C	C	C	C	
Family Day Care Home, Small ¹⁰ or Large	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Group Residential	C	C	N	N	N	N	N	N	N	C	P	P	P	P	P	P	N	
Guest House	P	P	P	P	P	P	P	P	P	P	P	N	N	N	P	N	N	
Home Occupations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	RCMC 23.901.030
Live-Work Facility	N	N	N	N	N	N	AUP	AUP	AUP	P	P	P	P	P	P	P	N	RCMC 23.901.040
Low-Barrier Navigation Centers	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	P	
Manufactured Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Mobile Home	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	RCMC 23.901.050

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Mobile Home Park	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	RCMC 23.901.050
Residential Care Home (Small)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N	
Residential Care Home (Large) ¹¹	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	N	
Single Room Occupancy (SRO)	N	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	N	
Supportive Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Transitional Housing ⁸	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Agriculture, Resource, and Open Space Uses																		
Agricultural Tourism	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Animal Husbandry	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Animal Keeping, Domestic Pets	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	
Animal Keeping, Exotic Animals	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	
Animal Keeping, Livestock Animals	p ⁴	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.904.020
Animal Keeping, Poultry	p ⁵	N	p ⁵	p ⁵	N	N	N	N	N	N	N	N	N	N	N	N	N	
Animal Keeping, Hens only	N/A	N	N/A	N/A	p ⁶	p ⁶	p ⁶	p ⁶	p ⁶	N	N	N	N	N	N	N	N	Chapter 8.11 RCMC
Beekeeping	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N	Chapter 8.12 RCMC
Crop Production	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.904.020
Equestrian Facility, Commercial	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.904.020

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Equestrian Facility, Hobby	P	AUP	AUP	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.904.020
Kennels, Hobby	P	N	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Cannabis Cultivation, Indoor	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	Chapter 6.90 RCMC
Cannabis Cultivation, Outdoor	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Urban Agriculture																		
Aquaculture	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	RCMC 23.904.030
Community Garden, Public	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.904.030
Community Garden, Private	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	N	N	N	N	N	N	RCMC 23.904.030
Market Garden	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	N	N	N	N	N	N	RCMC 23.904.030
Private Garden	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	RCMC 23.904.030
Urban Ag Stand	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N	N	N	N	N	N	RCMC 23.904.030
Recreation, Education, and Public Assembly Uses																		
Cemeteries, Mausoleums	C	C	C	C	C	C	N	N	N	N	N	N	N	N	N	N	N	
Clubs, Lodges, and Private Meeting Halls	C	C	C	C	C	C	C	C	C	C	C	C	C	C	N	C	C	
Community Centers/Civic Uses	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Golf Courses/Clubhouse	C	C	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	

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Indoor Fitness and Sports Facility	N	N	N	N	N	N	N	N	N	N	N	P ⁷	P ⁷	P ⁷	P ⁷	P ⁷	P ⁷	
Libraries and Museums	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	
Outdoor Commercial Recreation	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Parks and Public Plazas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreational Vehicle Parks	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	
Religious Institutions	C	C	C	C	C	C	C	C	C	C	C	N	N	N	C	N	C	
Resource Protection and Restoration	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Resource-Related Recreation	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Schools, Private and Special/Studios ¹⁷	C	C	C	C	C	C	C	C	C	C	C	N	N	N	N	N	C	
Schools, Public ¹⁷	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utility, Transportation, and Communication Use Listings																		
Bus and Transit Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Telecommunication Facility	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	RCMC 23.907.020
Transit Stations and Terminals	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	
Utility Facility and Infrastructure	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	P	RCMC 23.907.030
Retail, Service, and Office Uses																		

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Land Use Category	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10	RD-15	RD-20	RD-25	RD-30	MDR	HDR	RMH	Specific Use Regulations
Bed and Breakfast Inns	AUP	AUP	AUP	AUP	N	N	N	N	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	N	
Child Day Care Facility	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Commercial Marijuana Uses	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Kennels, Commercial	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Medical Services, Extended Care	N	N	N	N	N	N	N	N	N	N	N	N	C	C	C	C	N	
Medical Services, Hospitals	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	
Residential Care Facility	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	N	
Retail (Accessory) ¹³	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	N	
Veterinary Facility	AUP	AUP	AUP	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	

Notes:

1. Duplexes/halfplexes are permitted (P) on corner lots by right. On interior lots, an administrative use permit (AUP) is required. In such instances, duplexes/halfplexes are exempt from the density requirements of the zoning district; provided, that the overall neighborhood or subdivision has an average density within the allowable range.
2. Domestic pets: Keeping of more than four dogs, more than four cats, or any combination of five or more cats and dogs is considered a kennel for the purposes of this code and not permitted in zones that do not permit a kennel.
3. Exotic animals: No more than five exotic animals are permitted per parcel. All exotic animals shall be kept and maintained in such a way that is consistent with the odor, particulate matter, and air contaminant standards of RCMC 23.737.040.
4. Livestock animals: Two livestock animals may be permitted for each half-acre of land. All livestock animals shall be kept and maintained in such a way that is consistent with the odor, particulate matter, and air contaminant standards of RCMC 23.737.040.
5. Poultry: All poultry shall be kept and maintained in such a way that is consistent with the odor, particulate matter, and air contaminant standards of RCMC 23.737.040.
6. Poultry: Only the keeping of backyard hens shall be allowed with a proper permit and all hens shall be kept and maintained in accordance with the requirements of Chapter 8.11 RCMC.
7. Permitted as an accessory use to an otherwise permitted use in the listed district (e.g., community clubhouse).
8. Transitional housing shall be treated like similar uses as required by state law (e.g., a single-family home used for transitional housing is subject to same requirements as a typical single-family home, apartment building treated similar to apartment building, etc.).
9. Senior independent living facilities are required to meet provisions in Chapter 23.901 RCMC (Residential Uses).
10. See additional provisions in RCMC 23.901.080 (Family day care (large)).
11. See additional provisions in RCMC 23.901.090 (Residential care home (large)).
12. Limited to 25 percent of building square footage of religious institutions, schools and multifamily developments larger than 20 units in size.
13. All commercial activity, display and storage shall occur within a building or within a screen enclosure.
14. Outdoor cannabis cultivation is prohibited in all residential zones pursuant to RCMC 6.90.030, and personal indoor cannabis cultivation is permitted only on parcels with private residences which meet the requirements of RCMC 6.90.040, and such personal cannabis cultivation is subject to the regulations contained in Chapter 6.90 RCMC.

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15. Private community gardens and market gardens are allowed in residential districts up to a maximum one acre in size and pursuant to applicable regulations in RCMC 23.904.030 (Urban agriculture). Approval of an administrative use permit is required for said uses greater than one acre in size. Zoning certification is required for properties one acre or less in size.

16. See allowances for temporary on-site sales of agricultural products in RCMC 23.904.030.

17. Dormitories are permitted as an accessory use to a public or private school, subject to approval of a conditional use permit.

[Ord. 1-2020 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.4.030)].

23.310.040 Development standards.

The following development standards are applicable to the residential zoning districts. These standards, along with other development standards (e.g., landscaping requirements, signs, parking standards) in this title and citywide design guidelines, are intended to assist property owners and project designers in understanding the city's minimum requirements and expectations for high quality development.

Table 23.310-2: Residential Zoning Districts Development Standards

Development Standard	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10 ²	RD-15 ²	RD-20 ²	RD-25	RD-30	MDR	HDR	RMH ¹
Density (gross, neighborhood or development average for product type) ⁵																	
Minimum	1 du/ 10 ac	1 du/ 1.9 ac	1 du/ 2 ac	1 du/ 0.9 ac	2.1 du/ac	3.1 du/ac	4.1 du/ac	5.1 du/ac	6.1 du/ac	7.1 du/ac	10.1 du/ac	18.1 du/ac	20.1 du/ac	25.1 du/ac	6.1 du/ac	20.1 du/ac	7.1 du/ac
Maximum	1 du/ 2 ac	2 du/ac	1 du/ac	2 du/ac	3.0 du/ac	4.0 du/ac	5.0 du/ac	6.0 du/ac	7.0 du/ac	10.0 du/ac	15.0 du/ac	20.0 du/ac	25.0 du/ac	30.0 du/ac	18.0 du/ac	40.0 du/ac	18.0 du/ac
Setbacks (minimum)																	
Front – General	30 ft			20 ft					18 ft	18 ft ²		18 ft					
Front – Living Area	n/a				14 ft				n/a						10 ft	n/a	
Side – Interior Lot/Detached Units	15 ft		5 ft							5 ft		25 ft		3 ft	20 ft	5 ft	
Side – Interior Lot/Attached Units	n/a		n/a							5 ft		n/a		0 ft	n/a		
Side – Street Side/Corner Lot	30 ft		12.5 ft									25 ft		12.5 ft	15 ft	15 ft	
Side – Zero Lot Line	n/a		0 ft/10 ft							0 ft/10 ft		0 ft/10 ft		0 ft/10 ft	n/a		
Rear – In General ⁶	25 ft ⁴									20 ft		20 ft		10 ft	20 ft	20 ft	
Rear – Setback to Alley ROW	3 ft																
Lot Dimensions (minimum)																	
Width/Frontage – Interior Lot	250 ft	75 ft	75 ft		65 ft	n/a											
Width/Frontage – Corner Lot	250 ft	100 ft	75 ft		65 ft	n/a											
Depth	100 ft		n/a														
Height (maximum)																	
Primary Structure/Unit	40 ft		30 ft									40 ft		45 ft	60 ft	30 ft	
Accessory Structure	16 ft									16 ft					26 ft	26 ft	16 ft
Lot Coverage (maximum)	25%	30%	75%									75%		75%	75%	n/a	

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Development Standard	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10 ²	RD-15 ²	RD-20 ²	RD-25	RD-30	MDR	HDR	RMH ¹
Common Open Space Requirement (minimum) ³	n/a											25%			n/a	25%	n/a

Notes:

1. These development standards address overall development of a mobile home park. Standards for individual mobile home lots within a park or mobile home subdivision can be found in RCMC 23.901.050 (Mobile homes and mobile home parks).
2. Setback standards may be amended during the design review process to accommodate innovative housing types or adjust for unique site conditions.
3. Common open space includes all landscaped areas outside of the required landscape corridors along adjoining streets, active and passive recreation areas, other outdoor amenities, and natural open space areas. Reductions in the required open space area to a minimum of 20 percent of the gross area for exceptional architecture design may be granted by the designated approval authority.
4. The required minimum rear setback for lots less than 125 feet in depth in RD-1 to RD-10 is 20 percent of minimum lot depth.
5. Residential developers are encouraged to avoid the monotonous use of similar lot sizes on adjacent parcels. This code does not require minimum lot sizes to avoid monotonous lot configurations and home sizes.
6. Encroachments are permitted into the rear yard according to Chapter 23.704 RCMC (Yard Measurement and Projections).

[Ord. 3-2019 § 5 (Exh. A); Ord. 10-2017 § 3; Ord. 4-2017 § 3 (Exh. B); Ord. 1-2015 § 3; Ord. 30-2013 §§ 3, 4 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.4.040)].

Chapter 23.313

MIXED-USE ZONING DISTRICTS

Sections:

- 23.313.010 Purpose.
- 23.313.020 Characteristics of the mixed-use zoning districts.
- 23.313.030 Allowed land uses and permit requirements.
- 23.313.040 Development standards.

23.313.010 Purpose.

The purpose of this chapter is to establish several mixed-use zoning districts in the city. These districts provide for the compatible integration of residential, commercial, office, and/or industrial uses on a single project site. These districts are consistent with and implement the city's following General Plan land use categories: residential mixed-use, commercial mixed-use, office mixed-use, light industrial, local town center, and regional town center. [Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.010)].

23.313.020 Characteristics of the mixed-use zoning districts.

The following descriptions of each mixed-use zoning district identify the characteristic uses, intensity of uses, and level of development intended for that district:

A. Residential Mixed-Use (RMU) Zoning District. This district is intended to designate property for the development of medium and high density housing (between 6.1 and 40 dwelling units per acre) that may incorporate office and/or commercial services. While the predominant use of the development is residential, the city encourages the vertical and/or horizontal integration of commercial and/or office uses that are compatible with the residential development.

B. Commercial Mixed-Use (CMU) Zoning District. This district is intended to designate property for vibrant commercial and mixed-use development. While a predominantly commercial district, the CMU category is designed to provide for the integration of retail and service commercial uses with office and/or residential uses. In multiple-story buildings, retail uses are the predominant use on the ground floor.

C. Office Professional Mixed-Use (OPMU) Zoning District. This district is intended to designate property primarily for the development of larger office buildings and business parks with supporting retail and service uses. The predominant use is office, but commercial, service and residential uses may be integrated into office buildings or located horizontally in freestanding buildings. This district also allows some standalone uses that are not traditional or predominant office uses, such as hospitals, banks/financial institutions, hotels/motels, and recreation, education, and public assembly uses.

D. Office Industrial Mixed-Use (OIMU) Zoning District. This district is intended to designate property for a wide range of office and light industrial development. The OIMU district is intended for the seamless integration of office and light industrial uses with supporting retail and service uses. Offices may be developed in an office park setting, but most office and light industrial development stands alone. Commercial and other support services may be integrated vertically and/or horizontally in this district, but the predominant use of integrated developments is office and/or light industrial. This district also allows some standalone uses that are not traditional or predominant office or industrial uses, such as hospitals, banks/financial institutions, and recreation, education, and public assembly uses.

E. Light Industrial Business Park (LIBP) Zoning District. This district is intended to designate property for the development of research and development, industrial, and/or manufacturing activities that occur primarily within an enclosed building. Development in this district may be integrated into a business park or campus setting with supporting retail services. This district also allows warehousing activities or distribution centers. Limited office and retail service uses may be integrated into the predominantly industrial use of the property horizontally or vertically. This district also allows public/quasi-public uses by right.

F. Village Center (VC) Zoning District. This district is intended to provide centers of activity that are within an easy walking distance from neighborhood homes and to provide local-serving commercial opportunities. A network of sidewalks, bicycle trails, and transit routes provides easy nonvehicular access to these centers, and buildings within this zone are appropriately scaled to fit in the neighborhood context and are placed to encourage the active use of public spaces and generate pedestrian activity.

G. Local Town Center (LTC) Zoning District. This district is intended to provide vibrant activity centers that serve the major retail and entertainment needs for a collection of neighborhoods that form districts as defined by the city's community building block concept of the General Plan. Nightlife is an important component of this district. An extensive network of sidewalks, bicycle trails, and transit routes will connect these centers to the neighborhoods. The local town centers created in this zone will provide pedestrian-oriented gathering places.

H. Regional Town Center (RTC). This district is intended to provide locations for regional-serving retail, office, and residential uses that provide a vibrant mixed-use setting that fosters positive day and nighttime activity. Development may feature dynamic taller buildings and building complexes (over four stories in height) that are scaled appropriately to create a comfortable pedestrian environment and be compatible with adjacent neighborhoods. Mixed-use development can be designed horizontally (e.g., a grocery store next to a residential building) or vertically (e.g., a grocery store as the ground floor use with residential units above). Design characteristics include public plazas and other gathering places, open storefronts with expansive windows, and a rich mix of uses and tenants. [Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 4-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.020)].

23.313.030 Allowed land uses and permit requirements.

Table 23.313-1 identifies allowed uses and corresponding permit requirements for the mixed-use districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title.

Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

Use regulations in the table are shown with a representative symbol by use classification listing: "P" symbolizes uses allowed by right, "AUP" symbolizes uses that require approval of an administrative use permit, "C" symbolizes uses that require approval of a conditional use permit, and "N" symbolizes uses that are not permitted.

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Residential Uses									
Adult Day Care Home	P	N	N	N	N	N	N	N	
Caretaker Housing	P	P	P	P	P	P	P	P	RCMC 23.901.020
Dwelling, Multifamily	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Accessory Unit	P	N	N	N	N	N	N	N	RCMC 23.901.060
Dwelling, Single-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Two-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Emergency Shelter	C	C	C	C	N	N	N	N	
Family Day Care Home, Small	P	N	N	N	N	N	N	N	
Family Day Care Home, Large ¹⁷	P	N	N	N	N	N	N	N	RCMC 23.901.080
Group Residential	AUP	N	N	N	N	N	N	N	

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Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Home Occupations	P	P	P	N	N	P	P	P	RCMC 23.901.030
Live-Work Facility	P ¹	P ¹	P ¹	N	N	P ¹	P ¹	P ¹	RCMC 23.901.040
Residential Care Home, Small	P	N	N	N	N	N	N	N	
Residential Care Home, Large ¹⁸	AUP	N	N	N	N	N	N	N	RCMC 23.901.090
Transitional Housing	P	N	N	N	N	N	N	N	
Low-Barrier Navigation Center	P	N	N	N	N	N	N	N	
Agriculture, Resource, and Open Space Uses									
Beekeeping	N	N	N	N	N	N	N	N	Chapter 8.12 RCMC
Recreation, Education, and Public Assembly Uses									
Clubs, Lodges, and Private Meeting Halls	P	P	P	P	AUP	P	P	P	
Community Centers/Civic Uses	P	P	P	P	AUP	P	P	P	
Indoor Amusement/Entertainment Facility ^{32, 33}	AUP	P	P	P	AUP	AUP	P	P	
Indoor Fitness and Sports Facility ^{32, 33}	AUP	P	P	P	AUP	AUP	P	P	
Libraries and Museums	P	P	P	P	P	P	P	P	
Outdoor Commercial Recreation ^{32, 33}	N	C	N	N	P	C	C	C	
Parks and Public Plazas	P	P	P	P	C	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	
Religious Institutions	P	P	P	P	P	P	P	P	
Schools, Private and Special/Studios ³¹	P	P	P	P	C	P	P	P	
Schools, Public ³¹	P	P	P	P	P	P	P	P	
Theaters and Auditoriums ^{32, 33}	C	P	P	P	N	AUP	P	P	
Urban Agriculture									
Aquaculture	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	RCMC 23.904.030
Community Garden, Public	C	C	C	C	C	C	C	C	RCMC 23.904.030
Community Garden, Private	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	RCMC 23.904.030
Market Garden	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	RCMC 23.904.030
Private Garden	P	P	P	P	P	P	P	P	RCMC 23.904.030
Urban Ag Stand	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	RCMC 23.904.030

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Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Utility, Transportation, and Communication Use Listings									
Broadcasting and Recording Studios	N	P	P	P	P	N	N	N	
Bus and Transit Shelters	P	P	P	P	P	P	P	P	
Freight Yard/Truck Terminal	N	N	N	C	C	N	N	N	
Fuel Storage and Distribution	N	N	N	N	C	N	N	N	
Heliports	N	AUP	AUP	AUP	AUP	N	N	N	
Park and Ride Facility	C	P	P	P	P	C	C	P	
Parking Facility	AUP	P	P	P	P	AUP	P	P	
Telecommunication Facility	C	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	RCMC 23.907.020
Transit Facilities	N	N	N	C	P	N	N	N	
Transit Stations and Terminals	C	P	P	P	P	P	P	P	
Utility Facility and Infrastructure	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	RCMC 23.907.030
Retail, Service, and Office Uses²²									
Adult Day Care Facility	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Alcoholic Beverage Sales, Off-Site ¹⁶	N	C	C ²	C ²	C ²	C	C	C	
Ambulance Service	N	AUP	AUP	P	P	N	N	N	
Animal Sales and Grooming	AUP	P	N	N	N	P	P	P	
Art, Antique, Collectable	P ²	P	P ²	P ²	N	P	P	P	
Artisan Shops	AUP	P	P ²	P ²	P ²	P	P	P	
Banks and Financial Services	P ²	P	P	P	P	P	P	P	
Bars and Nightclubs ²³	C ³	C ³	C ^{2, 3}	C ^{2, 3}	C ^{2, 3}	C ³	C ³	C ³	
Bed and Breakfast Inns	P	P	N	N	N	N	N	N	
Brew Pub ²³	N	P	P ²	P ²	P ²	P	P	P	
Building Materials Stores and Yards	N	P ⁴	N	C ⁴	N	N	C ⁴	C ⁴	
Business Support Services	AUP ^{2, 4, 5}	P	P	P	AUP	P ⁵	P	P	
Call Centers	N	N	P	P	AUP	N	N	N	
Commercial Marijuana Uses	N	N	N	N	N	N	N	N	
Child Day Care Facility	P	AUP	AUP ²	AUP ²	AUP ²	P	C	C	
Consignment Store	N	P	N	N	N	N	AUP	N	
Convenience Stores	AUP ^{2, 26}	AUP ²⁶	AUP ^{2, 26}	AUP ^{2, 26}	AUP ^{2, 26}	AUP ²⁶	AUP ²⁶	AUP ²⁶	RCMC 23.910.020

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Drive-In and Drive-Through Sales and Service	N	C ^{20, 21}	N	N	C ^{6, 20, 21}	C ^{20, 21}	C ^{20, 21}	C ^{20, 21}	RCMC 23.910.030
Equipment Sales and Rental	N	N	N	P	P	N	N	N	
Furniture, Furnishings, and Appliance Stores	N	P	N	N	N	N	C	P	
Garden Center/Plant Nursery	N	P	N	AUP	N	N	C	C	
Grocery Stores/Supermarkets	AUP ²	P	P ²	AUP ²	N	AUP ⁸	P	P	
Home Improvement Supplies	N	P ⁹	N	P	P	N	P ⁹	P ⁹	
Hotels and Motels ^{32, 33}	C ²	P	P	C	N	C	P	P	
Hotels and Motels, Extended Stay ^{32, 33}	C ²	C	C	C	N	C	C	C	
Kennels, Commercial	C ^{2, 4}	N	N	N	AUP ⁴	N	N	N	
Maintenance and Repair, Small Equipment	N	P	N	P	P	AUP	P	P	
Medical Services, General	AUP ²	P	P	P	P	P	P	P	
Medical Services, Extended Care	P	C	C	C	N	N	N	N	
Medical Services, Hospitals	N	P	P	P	P	P	P	P	
Mortuaries and Funeral Homes ¹⁵	N	P	N	N	P ¹⁵	N	N	N	
Neighborhood Market	P ²	P	P ²	AUP ²	N	P	P	P	
Offices, Business and Professional	P ²	P ²	P	P	N	P ²	P ²	P ²	
Offices, Accessory	P	P	P	P	P	P	P	P	
Personal Services	P ^{2, 5}	P	P ²	P ²	P ²	P	P	P	
Residential Care Facility	AUP	C	C	N	N	N	N	N	
Restaurants	P ²	P	P ²	P ²	P ²	P	P	P	
Retail, Accessory	P ²	P	P ⁶	P ⁶	P ⁶	P	P	P	
Retail, General	P ^{2, 11}	P	N	N	N	P	P	P	
Retail, Warehouse Club	N	P	N	N	N	N	C	P	
Smokers' Lounge, Hookah Bar, E-Cigarette Lounge, and Vapor Lounge	N	N	N	N	N	N	N	N	RCMC 23.919.100
Tasting Room, Off-Site ²³	N	P	P ²	P ²	P ²	P	P	P	
Veterinary Facility	AUP ²	P	N	N	AUP	AUP	P	P	
Automobile and Vehicle Uses									
Auto and Vehicle Sales and Rental	N	P ¹⁹	N	N	P ¹⁹	N	N	N	RCMC 23.913.040
Auto and Vehicle Sales, Wholesale	N	N	N	C	P	N	N	N	

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Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Auto and Vehicle Storage	N	N	N	C ¹²	p ¹²	N	N	N	
Auto Parts Sales	N	p ^{11, 12}	N	N	p ^{11, 12}	N	N	N	
Car Washing	N	C	C	C	C	N	C	C	RCMC 23.913.050
Detailing/Waterless Car Wash	N	AUP	AUP	AUP	N	N	N	N	
Service Stations	N	AUP	C	C	P	N	C	C	
Vehicle Services, Major	N	N	N	C ¹²	p ¹²	N	N	N	
Vehicle Services, Minor	N	AUP ^{12, 13}	N	AUP ¹²	p ¹²	N	N	N	
Industrial, Manufacturing, and Processing Uses									
Agricultural Products Processing	N	N	N	N	C	N	N	N	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	P	P	P	P	
Brewery, Winery, Distillery	N	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	
Manufacturing, Major	N	N	N	N	C ¹⁴	N	N	N	
Manufacturing, Minor	N	N	N	P	P	N	N	N	
Manufacturing, Small Scale	N	P	P	P	P	P	N	N	
Printing and Publishing	N	C	C	P	P	N	N	N	
Recycling Facility, Processing	N	N	N	N	C	N	N	N	
Recycling Facility, Scrap and Dismantling Facility	N	N	N	N	C	N	N	N	
Research and Development	N	N	P	P	P	N	N	N	
Storage, Personal Storage Facility	N	N	N	C ²⁷	p ²⁷	N	N	N	Chapter 23.915 RCMC
Storage, Warehouse	N	N	N	P	P	N	N	N	
Storage, Yards	N	N	N	p ¹⁴	p ¹⁴	N	N	N	Chapter 23.728 RCMC
Wholesaling and Distribution	N	N	N	p ¹⁴	p ¹⁴	N	N	N	
Special Regulated Uses									
Bingo Parlors	N	p ³⁰	p ³⁰	p ³⁰	N	N	N	N	Chapter 4.26 RCMC
Card Rooms	N	P	C	C	C	N	N	N	RCMC 23.919.020
Check Cashing Businesses	N	P	N	N	N	N	N	N	RCMC 23.919.030
Massage Parlors, Massage Establishments	N	p ²⁸	N	N	N	N	N	N	Chapter 4.33 RCMC
Pawnshops	N	P	N	N	N	N	N	N	RCMC 23.919.040
Recycling Facility, Collection Facility	N	C	C	C	P	C	C	C	RCMC 23.919.050

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060
Smoke Shops	N	P	N	N	C	N	N	N	RCMC 23.919.070
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	AUP	AUP	N	N	N	RCMC 23.919.090

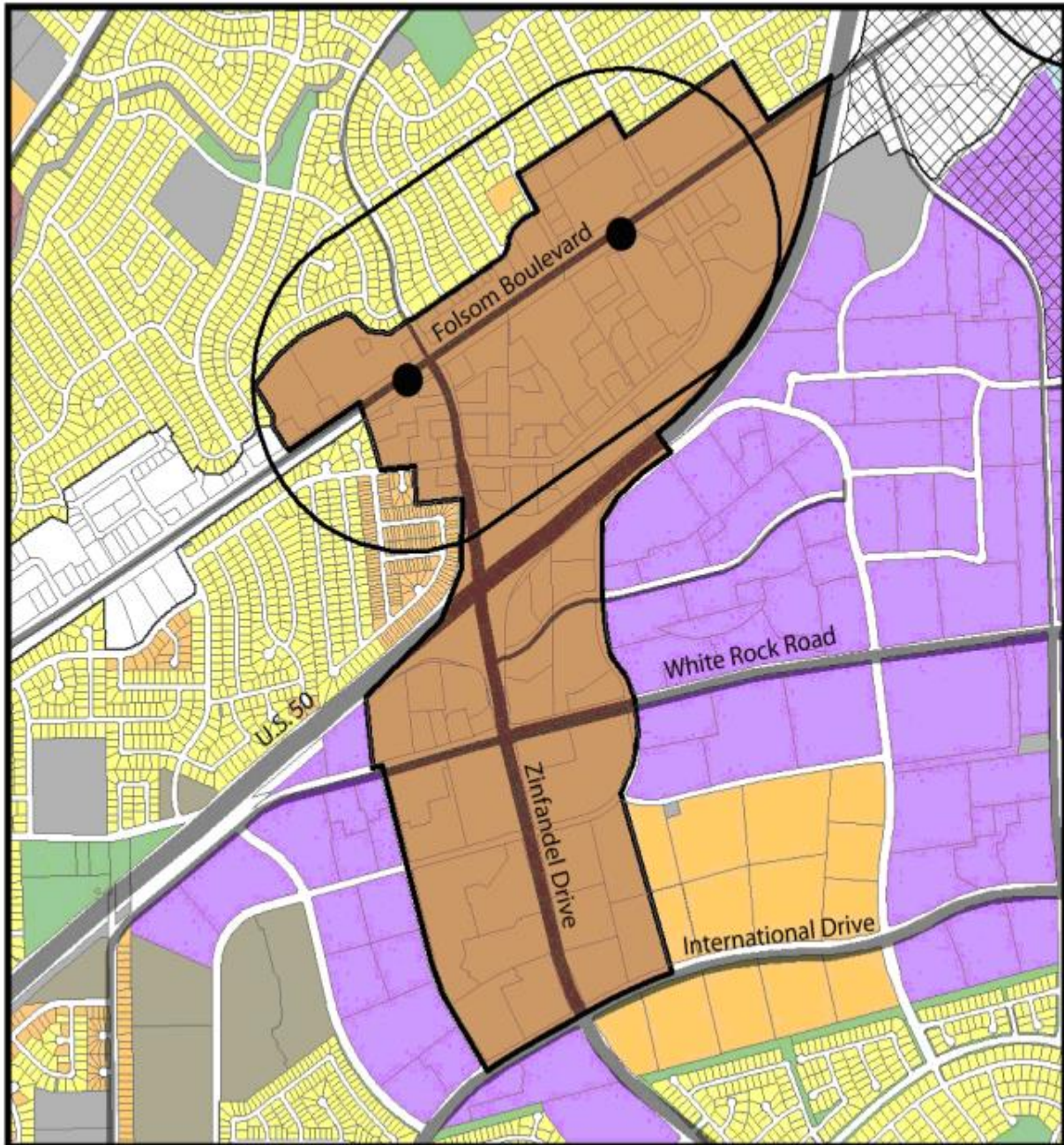
Notes:

1. See the density restrictions in the underlying zoning district.
 2. This use is permitted or permitted with a use permit as specified only in conjunction with the predominant use of the mixed-use district. In other words, this use is only allowed as part of an integrated development and not as a standalone use. Other uses in the table are allowed as standalone uses.
 3. All forms of speaker amplification exterior to the building shall be prohibited unless authorized in combination with project approval or amendment thereto.
 4. All activities shall occur within a completely enclosed building or shall be located behind a solid/screened enclosure directly adjacent to the building.
 5. Maximum gross floor area is less than 5,000 square feet.
 6. Limited to a maximum of 25 percent of the gross floor area of the integrated development.
 7. Maximum tenant space shall be 25,000 square feet.
 8. Maximum tenant space shall be 50,000 square feet.
 9. Uses 25,000 square feet and over require a conditional use permit.
 10. Limited to less than 50 percent of the gross floor area of the integrated development.
 11. Maximum tenant space shall be 15,000 square feet.
 12. All activity and storage must be located within an enclosed structure.
 13. No portion of the use shall be located within 500 feet of an intersection.
 14. All activity must be entirely screened from public view and not within 500 feet of a residential use. The 500-foot separation from residential uses may be waived if the storage yard adheres to the standards in RCMC 23.728.030(C)(1).
 15. A crematory is prohibited in all zones with the exception of LIBP, where it is permitted in association with a mortuary or funeral home.
 16. Only establishments that sell alcoholic beverages for off-site consumption require a conditional use permit.
 17. See additional provisions in RCMC 23.901.080, Family day care (large).
 18. See additional provisions in RCMC 23.901.090, Residential care home (large).
 19. This use is not permitted if incidental to and not a primary part of the operation of the primary use. Rentals that are an integral part of a primary use are subject to the additional provisions of RCMC 23.913.040.
 20. Drive-throughs that are added to existing buildings may be processed with an AUP.
 21. Conditional use permit required if any portion of proposed facility is within 500 feet of a residential zoning district or existing residential use.
 22. All commercial activity, display and storage shall occur within a building or within a screen enclosure. A temporary use permit, administrative use permit, or conditional use permit may be obtained to deviate from this requirement.
 23. Uses which serve alcohol for on-site consumption and which have an "on-sale" license from the California Department of Alcoholic Beverage Control must be located at least 250 feet from any adult live theater at which live nude dancing is performed and which is subject to Section 143.3 of the California Code of Regulations.
 24. Private community gardens and market gardens are allowed in the city's mixed-use districts up to a maximum three acres in size and pursuant to applicable regulations in RCMC 23.904.030. Approval of an administrative use permit is required for said uses greater than three acres in size.
 25. On-site urban agriculture stands are allowed up to 120 square feet, on the site of an urban agricultural use consistent with applicable regulations in RCMC 23.904.030.
 26. See RCMC 23.910.020 (Convenience stores).
 27. See Chapter 23.915 RCMC (Storage, Personal Storage Facility Development Standards).
 28. Massage parlors and massage establishments must be located at least 1,000 feet from other massage parlors and massage establishments, as measured from the entrance of each establishment. This shall not apply to any home occupation massage business that is in full compliance with home occupation requirements in Chapter 23.901 RCMC.
 29. Over 20,000 square feet requires an administrative use permit.
 30. Bingo games and parlors are regulated by Chapter 4.26 RCMC. The city has a limit of no more than two bingo parlors in the city limits at any given time.
 31. Dormitories are permitted as an accessory use to a public or private school, subject to approval of a conditional use permit.
 32. On-site consumption of food is considered a permitted use if the related primary use is a permitted use.
 33. On-site consumption of alcohol, as an accessory use to a permitted use, requires approval of an administrative use permit.
- [Ord. 1-2020 § 3 (Exh. A); Ord. 5-2019 § 3 (Exh. A); Ord. 3-2019 § 5 (Exh. A); Ord. 17-2018 § 4 (Exh. A); Ord. 15-2018 § 4 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 1-2016 § 4; Ord. 15-2015 §§ 2, 3; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

23.313.040 Development standards.

The following development standards are applicable to the mixed-use zoning districts. These standards, along with other development standards (e.g., landscaping requirements, parking standards) in this title and citywide design guidelines, are intended to assist property owners and project designers in understanding the city's minimum requirements and expectations for high quality development. Where identified, the downtown shall be that area identified as the downtown planning area in the city's General Plan and as illustrated in Figure 23.313-1.

Figure 23.313-1: Downtown Planning Area



Development standards for the village center (VC), local town center (LTC), and regional town center (RTC) zoning districts are listed in Article 5 of this title (Form-Based Zoning Provisions). Because of their unique character and

location within the city, these zoning districts benefit from the application of these form-based standards. The Downtown Planning Area is denoted by the outlined dark-orange colored area on the map.

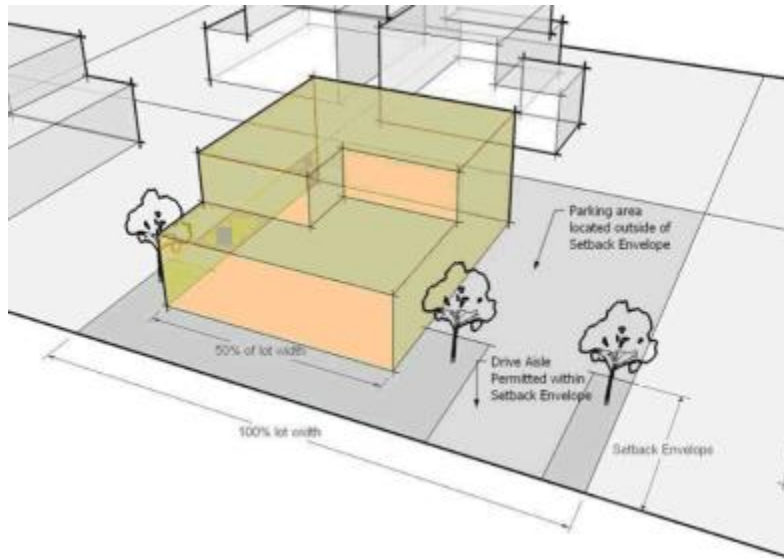
Table 23.313-2: Mixed-Use Zoning District Development Standards¹

Development Standard	RMU (UR2 in FBSP)	CMU	CMU Downtown	OPMU	OPMU Downtown	OIMU	LIBP
Density ²							
Minimum	6.1 du/ac	10.0 du/ac	10.0 du/ac	10.0 du/ac		n/a	
Maximum	40.0 du/ac	18.0 du/ac	40.0 du/ac	18.0 du/ac		n/a	
Predominant Use Standards							
Use Type	Residential	Commercial		Office ³		Industrial ³	
Standard	≥ 50% total combined building sf	≥ 50% of combined ground floor building sf ²		≥ 50% total combined building sf		n/a	
Floor Area Ratio ^{4, 5}							
Minimum	n/a	0.25	0.4	0.25	0.3	n/a	
Maximum	n/a	1.5	3.0	2.0	2.5	n/a	
Setbacks (minimum) ⁶							
Front	10 ft	See below (based on project size)		10 ft		25 ft	
Front – Front-Facing Garage ⁶	18 ft	n/a				n/a	
Front and Street- Side, ≤ 15 acres	n/a	0 ft (min.) to 30 ft (max.) ⁸		n/a		n/a	
Front and Street- Side, > 15 acres	n/a	0 ft (min.) to 80 ft (max.) ⁸		n/a		n/a	
Street-Side	10 ft			10 ft		25 ft	
Rear ⁷	10 ft	10 ft				10 ft	
Interior	n/a	0 ft				10 ft	
Interior – Attached Units	0 ft	n/a					
Interior – Detached Units	5 ft	n/a					
Interior – Zero Lot Line ⁹	0 ft /10 ft						
Residential, Standalone Structure	n/a	Refer to setbacks for the MDR or HDR zone, based on density of project					n/a
Height (maximum)							
Primary Structures ¹⁰	50 ft	50 ft	No Maximum ¹¹	65 ft	No Maximum ¹¹	45 ft	
Accessory Dwelling Units ¹²	26 ft						

Notes:

1. VC, LTC, and RTC development standards are provided in Article 5 of this title, Form-Based Zoning Provisions.

2. The minimum and maximum density standards are only applicable to mixed-use and integrated developments that include residential uses. Residential projects shall include a minimum of four units. The director may approve residential densities below 10 dwelling units per acre if the units are located above retail or office uses.
3. Predominant use standards for the OPMU and OIMU districts are intended to establish maximum square footage allowances for those uses in Table 23.313-1 that are allowed only as accessory or secondary to a primary use. Both OPMU and OIMU districts allow some standalone uses that are not traditional or predominant office uses (e.g., hospitals, banks/financial institutions, hotels/motels, recreation, education, and public assembly uses). This standard does not apply to standalone uses allowed by right or with a use permit consistent with Table 23.313-1.
4. Excludes square footage of structured parking.
5. Includes residential uses and square footage. See Article 11 of this title for definition of floor area ratio (FAR).
6. At no time shall any portion of the structure be located within a designated public utility easement.
7. Garages may also be accessed from an alley with a minimum three-foot rear setback.
8. Consistent with the setback provisions in the design guidelines, the city requires new commercial and mixed use buildings to be located in close proximity to the street for improved relationship to the street and pedestrians. Therefore, for lots less than 15 acres in size, at least 50 percent of the lot width is occupied by primary building frontage and/or pedestrian features located between zero and 30 feet from the front property line. Similarly, for lots 15 acres and greater in size, at least 50 percent of the lot width is occupied by primary building frontage and/or pedestrian features located between zero and 80 feet from the front property line. The following figure, from the design guidelines, is provided to help illustrate this concept:



9. A zero lot line home allows a zero side-yard minimum setback on one side with a corresponding 10-foot minimum side-yard setback on the other side.
 10. The maximum height may be increased in conjunction with design review when the proposed structure includes a parking structure or a combination of uses (e.g., commercial with residential and/or office) in the same structure.
 11. While there is no height maximum in the downtown, the regulations of the Federal Aviation Administration (FAA) limit the height of structures to between 150 and 350 feet based on location. See the safety element of the General Plan for more information. FAA approval is required for all structures over 150 feet in height.
 12. Accessory dwelling units are subject to the square footage limitations provided within this zoning code (see RCMC 23.901.060). Accessory dwelling units may be located above the garage.
- [Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.040)].

Chapter 23.316

GENERAL COMMERCIAL AND INDUSTRIAL ZONES

Sections:

- 23.316.010 Purpose.
- 23.316.020 Characteristics of zoning districts.
- 23.316.030 Allowed land uses and permit requirements.
- 23.316.040 Development standards.

23.316.010 Purpose.

The purpose of this chapter is to establish zoning districts in the city that support general commercial and industrial uses to implement the city's commercial mixed-use and heavy industrial General Plan land use categories. These districts provide sufficient and appropriately located land for general commercial and industrial uses that minimize impacts on residential neighborhoods. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.010)].

23.316.020 Characteristics of zoning districts.

The following descriptions of each zoning district identify the characteristic uses, intensity of uses, and level of development intended for that district:

A. General Commercial (GC). This district is consistent with the General Plan commercial mixed-use designation by providing locations for a wide variety of commercial uses and some higher density residential uses. The purpose of this zone is to provide an area for general commercial and heavier types of commercial uses. The most appropriate location for this district is along major streets or in commercial areas where the heavier uses permitted would not adversely affect surrounding properties.

B. Light Industrial/Manufacturing (M-1) Zoning District. This district is consistent with the General Plan light industrial land use designation by providing locations for the development of industrial uses such as fabrication, manufacturing, assembly, or processing of materials that for the most part are already in processed form and which do not in their maintenance, assembly, manufacture, or plant operation create smoke, gas, odor, dust, sound, or other objectionable influences which might be obnoxious to persons conducting business or residing in this or any other zone.

C. Heavy Industrial/Manufacturing (M-2) Zoning District. This district is consistent with the heavy industrial General Plan land use category by providing appropriate locations for intensive industrial uses that may generate noise, vibration, odor, or other conditions that make them undesirable and incompatible near or in conjunction with residential uses or the city's mixed-use districts. A wide range of industrial manufacturing and warehousing uses are permitted in this district. The M-2 district is generally located in areas of the city where it would not create a substantial impact on sensitive residential, commercial, or office uses. Where feasible, development in the M-2 district may require additional measures to reduce impacts to neighboring properties, such as increased setbacks, landscaping, and screening. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.020)].

23.316.030 Allowed land uses and permit requirements.

Table 23.316-1 identifies allowed uses and corresponding requirements for the general commercial and industrial zoning districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title. Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

This zoning code relies upon a generalized list of allowed and conditionally allowed uses. Some interpretation is required to determine whether or not a specific use falls into a particular use category. Typically a use clearly falls into a particular category, but three additional tools are provided in this title to identify the appropriate use category when necessary:

A. RCMC 23.1104.040 (Land use definitions) includes land use descriptions.

B. Similar Use Determinations. For uses that are not listed in Table 23.316-1 or where it is not clear whether a use would be permitted, a similar use determination can be processed according to Chapter 23.122 RCMC (Similar Use Determinations). All of the definitions, tables and other provisions of this title, in addition to the operational characteristics of the intended use, can be used to make a similar use determination.

Use regulations in the table are shown with a representative symbol by use classification listing: “P” symbolizes uses allowed by right, “AUP” symbolizes uses that require approval of an administrative use permit, “C” symbolizes uses that require approval of a conditional use permit, and “N” symbolizes uses that are not permitted.

**Table 23.316-1: Allowed Use and Permit Requirements for
General Commercial and Industrial Zoning Districts**

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Residential Uses				
Caretaker Housing	P	P	AUP	RCMC 23.901.020
Dwelling, Multifamily	P	C	N	RCMC 23.901.070 (if senior independent living)
Emergency Shelters	C	C	C	
Home Occupations	P	P	N	RCMC 23.901.030
Live-Work Facility	P	P	N	RCMC 23.901.040
Mobile Home Park	C	N	N	RCMC 23.901.050
Single-Room Occupancy (SRO)	C	C	N	
Transitional Housing	P	P	N	
Low-Barrier Navigation Center	P	N	N	
Agriculture, Resource, and Open Space Uses				
Beekeeping	N	N	N	Chapter 8.12 RCMC
Recreation, Education, and Public Assembly Uses				
Cemeteries, Mausoleums	C	C	C	
Clubs, Lodges, and Private Meeting Halls	P	P	P	
Indoor Amusement/Entertainment Facility ^{16, 17}	P	AUP	AUP	
Indoor Fitness and Sports Facility ^{16, 17}	P	AUP	AUP	
Libraries and Museums	P	P	C	
Outdoor Commercial Recreation ^{16, 17}	C	C	C	
Public Safety Facility	P	P	P	
Recreational Vehicle Parks	P	C	C	
Religious Institutions	P	AUP	AUP	
Schools, Private and Special/Studios	P	AUP ¹	AUP ¹	

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Schools, Public	P	P	P	
Theaters and Auditoriums ^{16, 17}	P	C	C	
Urban Agriculture				
Aquaculture	P	P	P	RCMC 23.904.030
Community Garden, Public	C	C	C	RCMC 23.904.030
Community Garden, Private	P	P	P	RCMC 23.904.030
Market Garden	P	P	P	RCMC 23.904.030
Private Garden	P	P	P	RCMC 23.904.030
Urban Ag Stand	p ¹¹	p ¹¹	p ¹¹	RCMC 23.904.030
Utility, Transportation, and Communication Use Listings				
Broadcasting and Recording Studios	P	P	P	
Bus and Transit Shelters	P	P	P	
Freight Yard/Truck Terminal	N	p ²	p ²	
Fuel Storage and Distribution	N	p ²	P	
Heliports	C	C	C	
Park and Ride Facility	P	P	P	
Parking Facility	P	P	P	
Telecommunication Facility	AUP	AUP	AUP	RCMC 23.907.020
Transit Facilities	N	P	P	
Transit Stations and Terminals	P	P	P	
Utility Facilities and Infrastructure	AUP	P	P	RCMC 23.907.030
Retail, Service, and Office Use Listings				
Alcoholic Beverage Sales ¹⁰	C ⁴	C ³	C ³	
Ambulance Service	AUP	AUP	AUP	
Animal Sales and Grooming	P	AUP	AUP	
Art, Antique, Collectable	P	AUP	AUP	
Artisan Shops	P	AUP	AUP	
Banks and Financial Services	P	AUP	AUP	
Bars and Nightclubs ¹⁰	C	C	C	
Brew Pub ¹⁰	P	AUP	AUP	
Building Materials Stores and Yards	P	p ²	p ²	
Business Support Services	P	p ²	p ²	
Call Centers	AUP	AUP	AUP	

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Child Day Care Facility	P	C	N	
Commercial Marijuana Uses	N	N	N	
Consignment Store	P	N	N	
Convenience Stores	P ¹²	C ¹²	C ¹²	RCMC 23.910.020
Drive-In and Drive-Through Sales and Service	P	C	C	RCMC 23.910.030
Equipment Sales and Rental	P ^{2, 8}	P ^{2, 8}	P	
Furniture, Furnishings, and Appliance Stores	P	P ²	AUP	
Garden Center/Plant Nursery	P	P ²	AUP	
Grocery Stores/Supermarket	P	AUP	AUP	
Home Improvement Supplies	P ²	P ²	P	
Hotels and Motels ^{16, 17}	P	N	N	
Hotels and Motels, Extended Stay ^{16, 17}	P	N	N	
Kennels, Commercial	AUP	AUP	AUP	
Maintenance and Repair, Small Equipment	P ²	P	P	
Medical Services, General	P	AUP	AUP	
Medical Services, Extended Care	P	N	N	
Medical Services, Hospitals	P	AUP	P	
Mortuaries and Funeral Homes	P	C	C	
Neighborhood Market	P	AUP	AUP	
Offices, Business and Professional	P	AUP	AUP	
Offices, Accessory	P ⁶	P ⁶	P ⁷	
Personal Services	P	AUP	AUP	
Restaurants ¹⁰	P	AUP	AUP	
Retail, Accessory	P ⁶	P ⁶	P ⁷	
Retail, General	P	AUP	AUP	
Retail, Warehouse Club	P	AUP	AUP	
Smokers' Lounge, Hookah Bar, E-Cigarette Lounge, Vapor Lounge	P	P	N	RCMC 23.919.100; specific distance and other requirements
Tasting Room, Off-Site ¹⁰	P	AUP	AUP	
Veterinary Facility	P	P ²	P ²	
Automobile and Vehicle Uses				
Auto and Vehicle Dismantling	N	N	C	RCMC 23.913.020
Auto and Vehicle Sales	AUP	AUP ⁵	AUP ⁵	RCMC 23.913.040
Auto and Vehicle Rental	P ⁹	P ⁹	P ⁹	RCMC 23.913.040

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Auto and Vehicle Sales, Wholesale	AUP ⁵	AUP	AUP	RCMC 23.913.040
Auto and Vehicle Storage	P ²	P ²	P ²	
Auto Parts Sales	P ²	P ²	P ²	
Car Washing	C	P	P	RCMC 23.913.050
Detailing/Waterless Car Wash	AUP	P	P	
Service Stations	C	C	C	RCMC 23.913.030
Vehicle Services, Major	P ²	P ²	P ²	
Vehicle Services, Minor	P ²	P ²	P ²	
Industrial, Manufacturing, and Processing Uses				
Agricultural Products Processing	N	C	P	
Artisanal and Specialty Manufacture, Display and Sales	P	AUP	AUP	
Brewery, Winery, Distillery	N	P ¹⁵	P ¹⁵	
Junk Tire Facility	N	N	P	RCMC 23.916.020
Manufacturing, Major	N	AUP ²	P	
Manufacturing, Minor	N	P ²	P	
Manufacturing, Small Scale	P	P ²	P	
Printing and Publishing	N	P	P	
Recycling Facility, Processing	N	AUP	P	
Recycling Facility, Scrap and Dismantling Facility	N	N	C	
Research and Development	N	P	P	
Storage, Personal Storage Facility	N	P ^{2, 13}	P ¹³	Chapter 23.915 RCMC
Storage, Warehouse	AUP	P ²	P	
Storage, Yards	N	N	P ²	Chapter 23.728 RCMC
Wholesaling and Distribution	P	P ²	P	
Special Regulated Uses				
Card Rooms	N	C	C	RCMC 23.919.020
Check Cashing Businesses	N	N	N	RCMC 23.919.030
Massage Parlor, Massage Establishment	N	N	C ¹⁴	Chapter 4.33 RCMC
Pawnshops	N	N	C	RCMC 23.919.040
Recycling Facility, Collection Facility	N	AUP	P	RCMC 23.919.050
Sexually Oriented Businesses	N	P	P	RCMC 23.919.060
Smoke Shops	N	N	C	RCMC 23.919.070
Tattoo Parlors	N	N	C	RCMC 23.919.080

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Thrift Store	N	AUP	C	RCMC 23.919.090

Notes:

- Trade schools permitted by right; all other schools require an AUP.
- Permitted if the entire operation is conducted within a completely enclosed building or screened from view behind a fence or wall.
- Off-site sales of alcohol permitted as an allowed use if incidental to a permitted use (e.g., breweries, wineries). Only retail sale of alcohol is permitted as part of the primary use. All other types of off-site sales (e.g., convenience store) require a conditional use permit. See Wholesaling and Distribution for nonretail sales.
- On-site sales permitted with limited use permit. Off-site requires a conditional use permit.
- Incidental sales up to 15 percent of developed portion of site are permitted as a by-right use and must be fully screened from view or enclosed within a building. Automotive sales that exceed 15 percent of the developed portion of the site or outdoor display areas that are not screened from view may be permitted with the issuance of a limited use permit.
- All retail, accessory and office, accessory uses are permitted up to a combined 50 percent of total building square footage.
- The following limitations apply to retail, accessory and office, accessory in the M-2 district:
 - Sales are allowed when incidental to a permitted use and sales and stock room area does not exceed 25 percent of total floor area;
 - Offices are allowed when incidental to a permitted use and do not exceed 25 percent of total floor area;
 - Cafes/restaurants are allowed up to 15 percent of building square footage (freestanding restaurants require the issuance of a conditional use permit).
- Up to 50 percent of total building area may be used for storage, warehousing, distribution or similar use as a permitted use. A conditional use permit is required to exceed this percentage.
- This use is permitted if an integral part of the primary use (unrelated, incidental rental operations are not permitted). Additional provisions in RCMC 23.913.040 (Accessory automobile sales and rental uses) apply.
- Uses which serve alcohol for on-site consumption and which have an "on-sale" license from the California Department of Alcoholic Beverage Control must be located at least 250 feet from any adult live theater in which live nude dancing is performed and which is subject to Section 143.3 of the California Code of Regulations.
- On-site urban agriculture stands are allowed up to 120 square feet, on the site of an urban agriculture use consistent with applicable regulations in RCMC 23.904.030.
- See RCMC 23.910.020 (Convenience stores).
- See Chapter 23.915 RCMC (Storage, Personal Storage Facility Development Standards).
- Massage parlors and massage establishments must be located at least 1,000 feet from other massage parlors and massage establishments, as measured from the entrance of each establishment. This shall not apply to any home occupation massage business that is in full compliance with home occupation requirements in Chapter 23.901 RCMC.
- Over 20,000 square feet requires an administrative use permit.
- On-site consumption of food is considered a permitted use if the related primary use is a permitted use.
- On-site consumption of alcohol, as an accessory use to a permitted use, requires approval of an administrative use permit. [Ord. 5-2019 § 3 (Exh. A); Ord. 3-2019 § 5 (Exh. A); Ord. 15-2018 § 4 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 1-2016 § 3; Ord. 15-2015 §§ 4, 5; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 20-2010 § 3 (Exh. B); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.030)].

23.316.040 Development standards.

The following development standards are applicable to the general commercial and industrial zoning districts. These standards, along with other development standards (e.g., landscaping requirements, parking standards) in this title and citywide design guidelines, are intended to assist property owners and project designers in understanding the city's minimum requirements and expectations for high quality development.

Table 23.316-2: General Commercial and Industrial Zoning Districts Development Standards

Development Standards	GC	M-1	M-2
Setbacks (minimum):			
Front and Street-Side/Corner	25 ft	25 ft	25 ft
Side and Rear	0 ft	0 ft	0 ft
Side and Rear, Abutting Agricultural or Residential Use or Zone	25 ft	15 ft	15 ft
Height (maximum):			
All Other Parcels	100 ft ¹	40 ft ¹	100 ft ¹

Development Standards	GC	M-1	M-2
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Notes:

1. The height may be increased to a maximum of 150 feet as part of design review.

[Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.040)].

Chapter 23.719

PARKING AND LOADING

Sections:

- 23.719.010 Purpose.
- 23.719.020 Applicability.
- 23.719.030 Permit requirements.
- 23.719.040 Calculations.
- 23.719.050 Use and general requirements for parking lots.
- 23.719.060 Requirements for off-street parking spaces.
- 23.719.070 Vehicle parking requirements.
- 23.719.080 Reductions and exceptions to minimum parking requirements.
- 23.719.090 Design standards for surface parking lots.
- 23.719.100 Design standards for parking structures.
- 23.719.110 Bicycle parking requirements.
- 23.719.120 Design standards for bicycle parking facilities.
- 23.719.130 Standards for off-street parking for private residences.
- 23.719.140 Trip reduction requirements.
- 23.719.150 Off-street loading requirements.
- 23.719.160 Electric vehicle parking.

23.719.010 Purpose.

This chapter establishes standards for the amount, location, and development of motor vehicle parking, bicycle parking, and on-site loading areas. The purpose of the standards is to provide for safe vehicular parking, circulation, and loading requirements supportive of a variety of uses in an increasingly pedestrian, bicycle-friendly, and transit-oriented community. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.010)].

23.719.020 Applicability.

Off-street parking and loading provisions of this chapter shall apply as follows:

A. New Development. For all buildings or structures erected and all uses of land established after the effective date of the ordinance codified in this title, parking for vehicles and bicycles and loading facilities shall be provided as required by this chapter.

B. Change in Use. When the use of any building, structure, or premises is changed, resulting in an increase of more than 10 percent in the required number of off-street parking spaces, additional off-street parking shall be provided consistent with Table 23.719-1 (Required Minimum Vehicle Ratios) and required bicycle parking, and the parking lot design shall comply with the requirements of this code.

C. Change of Occupancy. Where a new business license is required, additional parking spaces shall be provided if the new occupancy would result in an increase of more than 10 percent in the required number of off-street parking spaces. The director or his/her designee shall review the parking requirements of the proposed use and must approve the parking plan before a new business license is issued.

D. Modification to Existing Structures. Whenever an existing building or structure is modified such that it creates an increase of more than 10 percent in the number of off-street parking spaces required, additional off-street parking spaces shall be provided in accordance with the requirements of this chapter. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.020)].

23.719.030 Permit requirements.

New parking lots and modifications or expansions to existing parking lots require the following permits:

ITEM 13.1.**Exhibit A to the Ordinance**

A. Building Permit. New parking lot design and modifications to existing parking lots in conjunction with a substantial change in use to an existing structure shall be reviewed in conjunction with the building permit and any other land use or development permit required for the project.

B. Zoning Certification. Modification or improvement to an existing parking lot that impacts the parking space layout, configuration, number of stalls, landscape planters, etc., shall require zoning certification as provided in Chapter 23.113 RCMC (Zoning Certification) to authorize the change as consistent with the zoning code.

C. Exempt Activities. Parking lot improvements listed below shall be considered minor in nature in that they do not alter the number or configuration of parking stalls. Such improvements shall be exempt from permit requirements.

1. Repairing any defects in the surface of the parking area, including holes and cracks.
2. Resurfacing, slurry coating, and restriping of a parking area with identical delineation of parking spaces.
3. Repairing or replacing in the same location damaged planters and curbs.
4. Working in landscape areas, including sprinkler line repair, replacement of landscape materials, or refurbishment. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.030)].

23.719.040 Calculations.

A. If the calculation for parking needs results in the requirement for a fraction of a parking space, the value shall be rounded to the nearest whole number as provided in RCMC 23.107.020 (Rules of interpretation).

B. Seating capacity shall be based upon the actual number of seats or one seat per 18 inches of bench or pew length and one seat per 24 inches of booth length for dining. For other areas where seating is not fixed, the seating capacity shall be determined as indicated by the Uniform Building Code. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.040)].

23.719.050 Use and general requirements for parking lots.

A. All vehicular parking areas shall be maintained by the owner of the property, kept free of garbage and debris, and free of damage to asphalt, concrete surface, landscape areas, and curbing.

B. Required off-street parking spaces and parking areas shall be used only for parking operable vehicles of residents, employers, employees, customers, and visitors as appropriate to the allowed uses of the applicable zone.

C. Required off-street parking spaces shall not be used for the storage of vehicles or materials, or for the parking of trucks used in conducting business. Parking spaces not needed to meet minimum requirements may be used for alternative uses subject to the provisions of this title (e.g., temporary use permit, permanent or semi-permanent display of merchandise).

D. No sales, storage, repair work, dismantling, or servicing of any kind shall be permitted in parking spaces without necessary permits for such use.

E. All required off-street parking shall be kept clear of temporary or permanent obstructions.

F. Existing parking shall not be reduced below the requirements of this section.

G. Living, sleeping, or housekeeping in any vehicle, trailer, or vessel is prohibited.

H. For residential tenant and guest parking, the spaces must be marked pursuant to the required minimum standards for tenant and guest parking. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.060). Formerly 23.719.060].

23.719.060 Requirements for off-street parking spaces.

A. Required off-street parking spaces shall not be located within any required front yard or required street side yard setback of any parcel (see RCMC 23.719.130 (Standards for off-street parking for private residences) for additional allowances and requirements).

B. Parking may not occur within any required clear vision triangle area on a corner lot.

C. Parking spaces shall not preclude direct and free access to stairways, walkways, elevators, any pedestrian accessway, or fire safety equipment. Such access shall be a clear minimum width of 44 inches, no part of which shall be within a parking space. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.070). Formerly 23.719.070].

23.719.070 Vehicle parking requirements.

A. Minimum Requirements. Minimum vehicle and parking space requirements are listed in Table 23.719-1 (Required Minimum Vehicle Ratios). Where there is more than one parking ratio listed in the table, the greater of the two applies.

B. For the purpose of calculating parking ratios in all districts, the following types of parking are considered outdoor storage and are not considered parking:

1. Fleet vehicle parking.
2. Parking for vehicles that are for sale, lease, or rent.

C. Parking areas that exceed minimum vehicle parking requirements are subject to the following requirements:

1. All projects that exceed the minimum parking requirement by more than 125 percent shall demonstrate how the property can be developed in the future to utilize the additional parking areas for structures, landscaping, plazas, or other active use.
2. The number of vehicle spaces provided shall not exceed 150 percent of the minimum parking ratio.
3. In the downtown district, the number of vehicle parking spaces provided shall not exceed 125 percent of the minimum parking ratio. Where no parking is required, the maximum parking allowance is two spaces.

D. Similar Use. For a use not listed in Table 23.719-1 (Required Minimum Vehicle Ratios), the required vehicle shall be the same as for the most similar use listed, as determined by the director.

E. Compact Car Spaces.

1. Up to 25 percent of the required number of parking spaces may be sized for compact cars.
2. Compact car parking spaces shall be at least eight feet in width and 16 feet in length, and shall be clearly marked "COMPACT CARS ONLY," "COMPACT," or "C."
3. Compact car spaces shall be distributed throughout the parking lot.
4. Where an entire section of the parking lot is restricted to compact parking with an angle of 90 degrees, the aisle width may be reduced from the standard 25 feet to 21 feet. Such compact sections should be located so as to minimize the distance from the parking lot section to the appropriate building or activity.

F. Disabled Parking. All off-street parking areas of multifamily, mixed use, and nonresidential properties must comply with the requirements of the Disabled Access Regulations, California Building Code, Title 24.

G. Tandem parking may be used in apartment and condominium developments.

H. Mechanical or automated parking may be used in apartment and condominium developments.

Table 23.719-1: Required Minimum Vehicle Ratios

Land Use Category	Vehicle Parking Spaces
Residential Uses	
Adult Day Care Home	None beyond single-family
Caretaker Housing	1/bedroom
Dwelling, Multifamily	
Studio and one-bedroom units	1.5/unit 1/unit
Two- and three-bedroom units	2/unit 2/unit
Four- or more bedroom units	2/unit 2/unit
+ Guest parking	0.6/unit 0.2/unit
Accessory Dwelling Unit ¹¹	1/unit
Junior Accessory Dwelling Unit	No minimum
Dwelling, Single-Family ^{1,2}	2/unit
Dwelling, Two-Family ^{1,2}	2/unit
Family Day Care Home, Large	1 additional
Family Day Care Home, Small	No minimum
Dormitories	1 space/3 occupants
Group Residential	None beyond single-family
Guest House	0 additional
Home Occupations ³	1 additional
Live-Work Facility	2/unit (plus 0.25/unit for guests)
Manufactured Home	2/unit
Mobile Home	2/unit
Mobile Home Park	2/unit
Residential Care Home	1 space per employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Senior Independent Living Facility	0.5/unit (plus 0.1 per unit for guests)
Agriculture, Resource, and Open Space Uses	
Equestrian Facility	1/4 stables
Recreation, Education, and Public Assembly Uses	
Cemeteries, Mausoleums	1/4 seats ⁵
Clubs, Lodges, and Private Meeting Halls	1/3 seats ⁵
Community Centers/Civic Uses	4/1,000 sf

ITEM 13.1.

ATTACHMENT 2 Exhibit A to the Ordinance

Land Use Category	Vehicle Parking Spaces
Community Garden	1/5,000 sf lot area ⁴
Correctional Institution	Parking Study Required
Golf Courses ⁶	10/hole
Indoor Amusement/Entertainment Facility	4/1,000 sf
Indoor Fitness and Sports Facility	4/1,000 sf
Libraries and Museums	3/1,000 sf
Outdoor Commercial Recreation	2/1,000 sf ⁹ or 1/4 seats or person capacity, whichever is greater
Parks and Public Plazas (less than 10 acres)	No minimum
Parks (10 acres or larger)	5% of total site area ^{4,7}
Public Safety Facility	4/1,000 sf
Recreational Vehicle Parks	1.5/site
Religious Institutions	0.3/seat
Resource-Related Recreation	1/10,000 sf land area, minimum 4 spaces
Schools, Public	
Preschool facilities and kindergartens	1/employee plus 1 per classroom, or 1/3 seats in assembly area, whichever is greater
Elementary or middle schools	1/employee plus 1 per classroom, or 1/3 seats in assembly area, whichever is greater
High schools	1/employee plus 1/3 students in 11th and 12th grades; or 1/3 seats in main auditorium
Colleges	1 space/employee + 1 space/2 students; or 1/3 seats in largest assembly area
Commercial schools	1 space/employee + 1 space/2 students; or 1/3 seats in largest assembly area
Stadiums/Arenas	Special review of parking required
Theaters and Auditoriums	0.3/seat ¹⁰
Utility, Transportation, and Communication Use Listings	
Airport	Parking Study Required
Broadcasting and Recording Studios	3.2/1,000 sf
Heliports	1/landing pad
Park and Ride Facility	N/A
Parking Facility	N/A
Telecommunication Facility	0.5/1 employee
Utility Facilities and Infrastructure	0.5/1 employee
Retail, Service, and Office Uses	
Adult Day Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity

ITEM 13.1.

ATTACHMENT 2 Exhibit A to the Ordinance

Land Use Category	Vehicle Parking Spaces
Alcoholic Beverage Sales	3.6/1,000 sf
Ambulance Service	3.2/1,000 sf
Animal Sales and Grooming	3.6/1,000 sf
Art, Antique, Collectable	3.6/1,000 sf
Artisan Shops	3.6/1,000 sf
Banks and Financial Services	3.2/1,000 sf 3/1,000 sf
Bars and Nightclubs	1 per 3 fixed seats, or 1/50 sf of net floor area of assembly space
Bed and Breakfast Inns	1/room
Building Materials Stores and Yards	1/1,000 sf
Business Support Services	3.2/1,000 sf
Call Centers	6/1,000 sf 5/1,000 sf
Child Day Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Convenience Stores	3.6/1,000 sf
Drive-In and Drive-Through Sales and Service (not including restaurants)	1 space/2 employees during period of greatest employment
Equipment Sales and Rental ⁸	1/250 sf interior sales area, plus 1/1,000 sf exterior display area
Furniture, Furnishings, and Appliance Stores	1/1,000 sf
Garden Center/Plant Nursery	1/300 sf retail sales area, plus 1/1,000 sf exterior display area
Grocery Stores/Supermarket	3.5/1,000 sf
Home Improvement Supplies	2.5/1,000 sf 2/1,000 sf
Hotels and Motels	1/room
Kennels, Commercial	3.2/1,000 sf
Maintenance and Repair, Small Equipment	3.2/1,000 sf
Medical Services, General	3.9/1,000 sf
Medical Services, Extended Care	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Medical Services, Hospitals ⁹	2/bed or 2/1,000 sf
Mortuaries and Funeral Homes ⁵	1/3 seats
Neighborhood Market	3/1,000 sf
Offices, Business and Professional ¹²	3/1,000 sf
Offices, Accessory	3/1,000 sf
Personal Services	3.2/1,000 sf
Residential Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity

ITEM 13.1.

ATTACHMENT 2 Exhibit A to the Ordinance

Land Use Category	Vehicle Parking Spaces
Restaurants	1/3 seats
Retail, Accessory	3.6/1,000 sf
Retail, General	3.6/1,000 sf
Retail, Warehouse Club	3.6/1,000 sf
Veterinary Facility	3.2/1,000 sf
Regional Shopping Center	5.5/1,000 sf
Tasting Room ¹³	1 space/300 sf
Vehicle Uses	
Vehicle Dismantling	4 spaces, plus 1 space/employee
Vehicle Sales and Rental	2.5/1,000 sf, plus 1 space per rental vehicle
Vehicle Sales, Wholesale	1/1,000 sf, minimum 2 spaces
Vehicle Storage	1/2,000 sf, plus 1 space/company-operated vehicle
Vehicle Parts Sales	3.6/1,000 sf
Car Washing and Detailing	3 spaces minimum + 2 per bay
Service Stations	3 spaces minimum + 2 per bay
Vehicle Services	2 per service bay
Industrial, Manufacturing, and Processing Uses	
Agricultural Products Processing	1.6/1,000 sf, plus 1 space/company-operated vehicle
Manufacturing ¹⁴	1.6/1,000 sf, plus 1 space/company-operated vehicle 1/1,000 sf, plus 1 space/company-operated vehicle
Office (as accessory to a use in this category)	2.7/1,000 sf
Printing and Publishing	1/1,000 sf, plus 1 space/company-operated vehicle
Recycling Facility, Processing	1/200 sf office space, plus 1 space/employee
Recycling Facility, Scrap and Dismantling Facility	1/1,000 sf, plus 1 space/company-operated vehicle
Research and Development	3/1,000 sf 2.5/1,000 sf
Storage, Personal Storage Facility ¹⁵	3 spaces plus one space for every 100 storage units
Storage, Warehouse	0.5/1,000 sf, plus 1 space/company-operated vehicle
Wholesaling and Distribution	0.5/1,000 sf, plus 1 space/company-operated vehicle
Special Regulated Uses	
Card Rooms	1/2 seats in play area
Check Cashing Businesses	3.6/1,000 sf
Massage Parlor	3.2/1,000 sf
Pawnshops	3.6/1,000 sf
Recycling Facility, Collection Facility	3.2/1,000 sf

Land Use Category	Vehicle Parking Spaces
Sexually Oriented Businesses	1/3 fixed seats or 4/1,000 sf, whichever is greater
Smoke Shops	3.6/1,000 sf
Tattoo Parlors	3.6/1,000 sf
Thrift Store	3.6/1,000 sf

Notes:

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

[Ord. 3-2019 § 5 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.080). Formerly 23.719.080].

23.719.080 Reductions and exceptions to minimum parking requirements.

The following are exceptions or reductions to minimum parking requirements that are available:

A. Parking District Waiver. Minimum off-street parking requirements may be waived for properties that have access to public parking facilities. The waiver may be granted by the director.

B. Parking Reduction. Parking may be reduced by the approval authority according to the following provisions. Total parking reductions may not exceed 20 percent of required parking:

1. Reduction for Special Motor Vehicles. Up to five percent of the off-street parking may be provided by smaller parking spaces for special or alternative motor vehicles (e.g., golf carts, motorcycles, motorized scooters).
2. Reduction for Secure Bicycle Parking. Developments which provide additional secure bicycle parking facilities over and above the minimum requirement may reduce their parking requirement by one vehicle space for every two additional bicycle spaces provided.
3. Reduction for Parking Near Major Transit Stops (e.g., light rail stations, BRT stations, or significant bus facilities). Parking requirements may be reduced by 25 percent within one-half mile or 50 percent when within one-quarter mile of a major transit stop.
4. Reduction for Existing Uses to Enable Property Enhancements. Parking requirements for existing nonresidential development may be reduced by up to 10 percent if spaces are replaced with either or both of the following:
 - a. Landscaping.

b. On-site pedestrian plazas, seating areas, shelters, bicycle racks, and/or walkways.

5. Shower/Locker Facilities. Developments with 100 or more employees may reduce their parking requirement by providing shower and clothing locker facilities for bicycle-commuting employees. Maximum reduction: five percent of required parking.

6. Preferred Carpool/Vanpool Parking Spaces. Office or industrial developments which guarantee preferred parking spaces (e.g., covered, shaded, or near building entrance) to employees who participate regularly in a carpool or vanpool may reduce their parking requirement by one vehicle space for every one space which is marked and reserved for carpools/vanpools at a preferred location. Maximum reduction: five percent of required parking.

C. Joint Vehicle Parking Lot or Structure. Required parking for two or more freestanding uses on adjacent or nearby sites may be satisfied by the use of a joint vehicle parking facility to the extent that it can be shown by the owners or operators that the demand for parking in the joint facility does not materially overlay (e.g., uses primarily of a daytime versus a nighttime or weekday versus weekend nature); and provided, that such right of joint use is evidenced by a deed, lease, contract, or similar written instrument upholding such joint use. In this situation, the size of the joint parking lot shall be at least as large as the number of vehicle parking spaces required by the largest user.

D. Parking in Mixed-Use Projects. In mixed-use projects with residential, office and/or commercial components it is assumed that some parking spaces will be shared due to the difference in peak parking demand and required motor vehicle parking may be reduced according to the following formula:

1. Calculation of the minimum vehicular parking for the portion of the building occupied by the primary is based on 100 percent of the floor area.
2. Calculation of the minimum vehicular parking for the portion of the building occupied by secondary or subsequent uses may be calculated at 80 percent of the floor area.

E. Available parking in public or common parking lots and structures.

F. Additional parking reductions may be permitted as part of an adjustment process. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.100). Formerly 23.719.090].

23.719.090 Design standards for surface parking lots.

A. All vehicular parking spaces shall be on the same lot as the main structure they serve, on an abutting lot, or within 1,000 feet, subject to the following requirements:

1. There is a safe, direct, attractive, lighted, and convenient pedestrian route between the vehicle parking area and the use being served.
2. There is an assurance in the form of deed, lease, contract, or other similar document that the required spaces will continue to be available for off-street parking use according to the required standards.

B. Special Requirement for Parking in Downtown District.

1. Vehicle parking lots shall be located behind or beside buildings on one or both sides.
2. Vehicle parking and maneuvering areas (including any permitted drive-through service lanes) shall not be located between the street and the building facade with the primary entrance.
3. Vehicle parking and maneuvering areas located to the side of a building cannot occupy more than 50 percent of the site's frontage onto an arterial or collector roadway. When a site has more than one frontage on an arterial or collector roadway, then the vehicle parking lot located to the side of a building may occupy more than 50 percent of the site's frontage on the secondary street.
4. Vehicle parking and maneuvering areas on corner lots shall not be located adjacent to intersections.

C. Parking Lot Design.

1. Surfacing and Striping. Areas used for parking and maneuvering of vehicles shall be paved with a minimum of two-inch asphalt, concrete, or equivalent surface. All parking areas shall be appropriately striped, marked, and signed.
2. Curb Cuts/Access Points. Street access points shall be the minimum necessary to provide access while not inhibiting the safe circulation and carrying capacity of the street. Curb cuts must comply with city street improvement standards.
3. Driveways/Driveway Approach Width and Grade. The minimum driveway width shall comply with public improvement and fire safety standards.
4. Back-Out Parking. With the exception of duplexes and single-family residences, all parking areas shall be designed so that vehicles are not permitted to back out of the parking area onto a public street.
5. Driveway/Drive Aisle Width. Driveways shall have a minimum paved width of 20 feet for two-way circulation and 14 feet for one-way circulation or according to Table 23.719-2 (Angle Parking Space and Drive Aisle Dimensions), wherever is greater. Driveways shall not occupy a yard setback or buffer except to pass through the yard in order to connect directly to a public street or as necessary for shared driveways and internal access between uses on abutting lots.
6. See RCMC 23.910.030 for drive-in and drive-through sales and services design standards.
7. Turnaround Areas. Parking spaces shall be provided with adequate drive aisles or turnaround areas so that all vehicles may enter the street in a forward manner.
8. Setback Restrictions for Parking Spaces and Drive Aisles. Parking areas including spaces, aisles, and turnaround and maneuvering areas shall not occupy the required setbacks.
9. Connect Parking Lots. Vehicle parking areas shall be designed to connect with vehicle parking areas on adjacent sites to eliminate the necessity of utilizing the public right-of-way for cross movements. Joint or shared access, internal circulation, or parking is encouraged with adjacent uses.
10. Minimum Clearance. Driveways, aisles, turnaround areas, and ramps shall have a minimum vertical clearance of 12 feet for the entire length and width, but such clearance may be reduced in parking structures.
11. Drainage. Adequate drainage shall be provided to dispose of the runoff generated by the impervious surface area of the parking area. Provision shall be made for the on-site collection of drainage waters to eliminate sheet flow of such waters onto sidewalks, public rights-of-way, and abutting private property.
12. Clear Vision Area. See RCMC 23.731.060 (Height measurement) for driveway clearance vision area requirements.
13. Service and Loading Areas. Service and loading areas shall not be located on the frontage of a light rail station or adjacent street.

D. Parking Space Dimensions and Aisle Standards for Surface Parking Lots.

1. All surface parking lots shall be designed in accordance with city standards for stalls and aisles as set forth in Tables 23.719-2 (Angle Parking Space and Drive Aisle Dimensions) and 23.719-3 (Parallel Parking Space and Drive Aisle Dimensions) and Figures 23.719-1 (Angle Parking Space and Drive Aisle Dimensions) and 23.719-2 (Parallel Parking Space and Drive Aisle Dimensions).

Table 23.719-2: Angle Parking Space and Drive Aisle Dimensions

Angle	Stall Width a	Stall to Curb b	Aisle c	Two Rows + Aisle d
90°	9'-0"	19'-0"	25'-0"***	63'-0"
	9'-6"	19'-0"	24'-8"***	62'-6"
	10'-0"	19'-0"	24'-0"***	62'-0"
60°	9'-0"	21'-0"	20'-0"***	62'-0"
	9'-0"	21'-0"	19'-0"***	61'-0"
	9'-6"	21'-3"	18'-6"***	61'-0"
	10'-0"	21'-6"	18'-0"***	61'-0"
45°	9'-0"	19'-10"	20'-0"***	59'-8"
	9'-0"	19'-10"	16'-4"***	56'-0"
	9'-6"	20'-2"	15'-2"***	55'-6"
	10'-0"	20'-6"	14'-0"***	55'-0"

* One-way aisle.

** Two-way aisle.

Figure 23.719-1: Angle Parking Space and Drive Aisle Dimensions

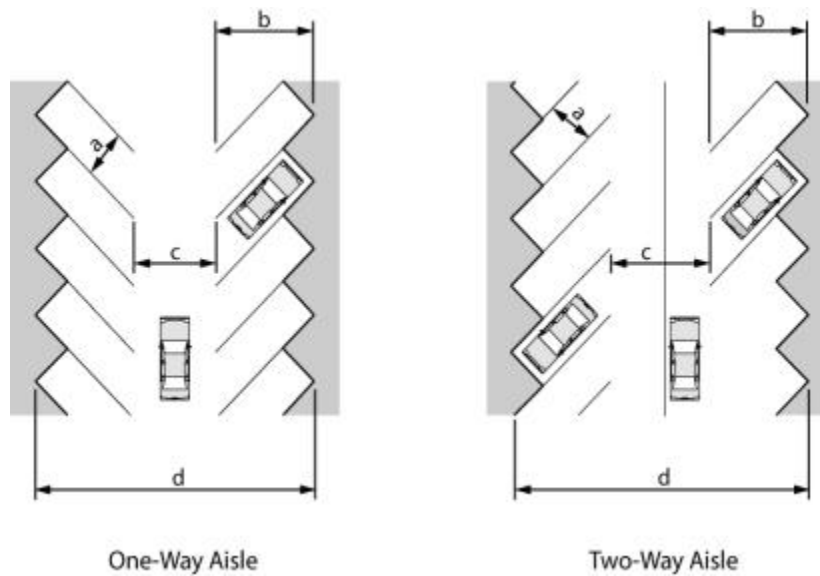
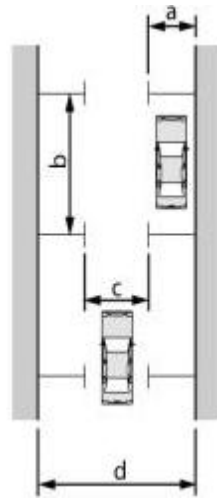


Table 23.719-3: Parallel Parking Space and Drive Aisle Dimensions

Stall Width a	Stall Length b	Aisle c	Two Rows + Aisle d
9'-0"	24'-0"	12'-0"***	30'
9'-6"	24'-0"	12'-0"***	31'
10'-0"	24'-0"	12'-0"***	32'

*One-way

Figure 23.719-2: Parallel Parking Space and Drive Aisle Dimensions



E. A minimum of 75 percent of vehicle parking stalls shall be of standard size (the remainder may be compact). See RCMC 23.719.070(E) (Compact Car Spaces).

F. Landscaping of Parking Lots. See RCMC 23.716.070 (Parking lot landscape).

G. Pedestrian Circulation/Walkways. Pedestrian circulation/walkways shall be designed to the requirements specified in RCMC 23.722.050 (Standards for on-site pedestrian pathways).

H. Vehicular Overhang.

1. Vehicular overhang is permitted, provided no vehicle shall overhang into a sidewalk which would reduce the unencumbered width of a sidewalk to less than four feet.
2. A vehicle is permitted to overhang into a landscaped area by two feet; provided, that the required landscaped area is extended by two feet.
3. The overhang shall not count as part of the parking space dimension.

I. Lighting of Parking Lot. See Chapter 23.725 RCMC (Outdoor Lighting). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.110). Formerly 23.719.100].

23.719.100 Design standards for parking structures.

A. Ground Floor Active Use. For all new multi-level parking structures, a minimum of 50 percent of the total ground floor street frontage, excluding driveway entrances and exits, stairwells, elevators, and centralized payment booths, shall be designed to accommodate commercial, retail, office, or residential floor space.

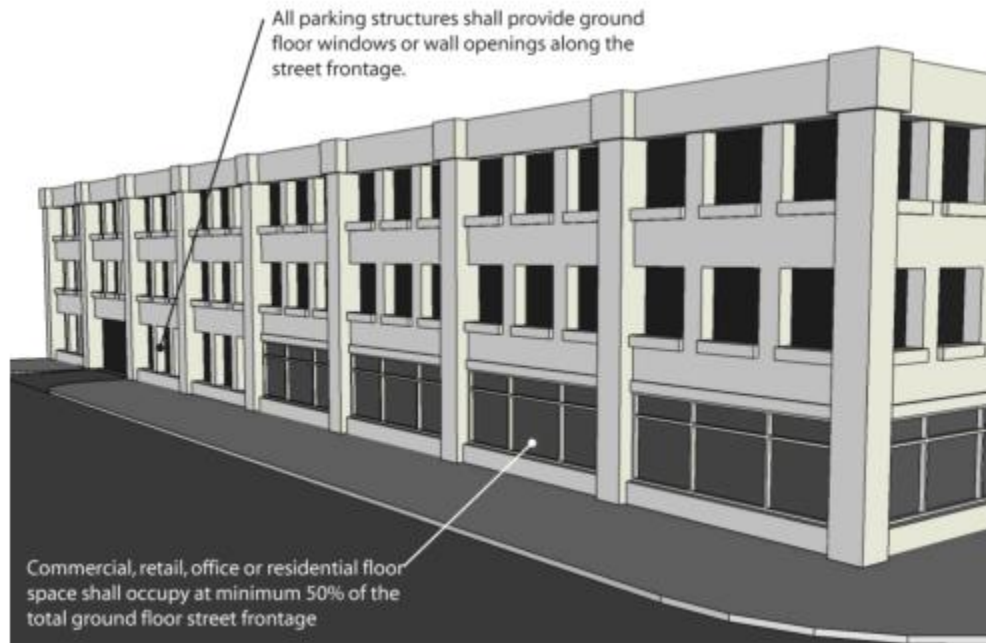
B. Ground Floor Facades. Blank, flat walls are prohibited on all parking structure facades that face public rights-of-way. The following are acceptable methods to avoid blank, flat walls. One or more of these methods shall be incorporated along the entire facade:

1. Street-facing ground floor active uses (see subsection (A) of this section, Ground Floor Active Use).
2. Ground floor windows, doors, or display areas.
3. A repeating pattern of color change, texture change, and material change, each of which should be integral parts of the structure and not superficially applied trim, graphics, or paint.
4. The use of reveals, projecting ribs, or offsets which should be no less than 12 inches in width. All elements should repeat at intervals of 30 feet or less.

C. Lighting. Metal halide lighting shall be used for all parking structures, with uplighting being the preferred method of lighting. This allows for a more even lighting distribution across the floor and field of vision for users, accurate color rendition, and protection from lighting elements.

D. All parking structures are subject to design review as described in Chapter 23.140 RCMC (Minor Design Review) or Chapter 23.141 RCMC (Major Design Review).

Figure 23.719-3: Parking Structure Design Requirements



[Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.120). Formerly 23.719.110].

23.719.110 Bicycle parking requirements.

A. Short-Term Bicycle Parking. If a land use or project is anticipated to generate visitor traffic, the project must provide permanently anchored bicycle racks within 100 feet of the visitors' entrance. To enhance security and visibility the bicycle racks shall be readily visible to passersby. The bicycle capacity of the racks must equal an amount equivalent to 10 percent of all required motorized vehicle parking. There shall be a minimum of one rack with capacity for two bicycles.

B. Long-Term Bicycle Parking. Buildings with over 10 tenant-occupants (e.g., multifamily tenants, owners, employees) shall provide secure bicycle parking for five percent of required motorized vehicle spaces for employees/residents, with a minimum of one space. Acceptable parking facilities shall be convenient from the street and include one or a combination of the following:

1. Covered, lockable enclosures with permanently anchored racks for bicycles.
2. Lockable bicycle rooms with permanently anchored racks.
3. Lockable, permanently anchored bicycle lockers.
4. In the case of residential development a standard garage is sufficient, if available. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A). Formerly 23.719.115].

23.719.120 Design standards for bicycle parking facilities.

All developments shall meet the following minimum requirements for bicycle parking and design. The purpose of these design standards is to ensure that bicycle parking is visible from the buildings served, is convenient to cyclists, and provides sufficient security from theft and damage.

A. Minimum Required Bicycle Parking. Minimum required bicycle parking spaces are required as designated in RCMC 23.719.110 (Bicycle parking requirements).

B. Bicycle Parking Location and Access.

1. Use. Areas set aside for required bicycle parking must be clearly reserved for bicycle parking only.
2. Lighting. See RCMC 23.725.060 (General lighting standards).
3. Location.
 - a. Outdoor bicycle parking should be located within 100 feet, or as close as possible to the primary building entrance, without impeding pedestrian circulation or emergency access.
 - b. Bicycle parking must be visible from within on-site buildings or the street.
 - c. Bicycle parking may be located within a building if access is readily available from an outdoor entrance.
 - d. Bicycle parking is prohibited within 100 feet of a trash or recycling enclosure.
4. Amenities. Bicycle parking areas are encouraged to include a bench and bicycle rack screened with 30- to 36-inch shrubs from any parked cars or arterial streets.
5. Pedestrian Conflicts. Bicycle parking and bicycle racks shall be located to avoid conflicts with pedestrian movement and accessibility requirements.

C. Covered Bicycle Parking Spaces for All Uses. All required employee bicycle parking spaces and 50 percent of all visitor bicycle parking must be sheltered from precipitation by means such as roof extensions, overhangs, awnings, arcades, carports, roofed enclosures, lockers, or indoor bicycle rooms. These may be Class I parking spaces (e.g., bike lockers) or other suitable alternative.

D. Bicycle Parking for Residential Uses. When required, 25 percent of all bicycle parking for residential uses shall be provided as Class I facilities (locker, bike room, etc.).

Figure 23.719-4: Acceptable Covered Bicycle Parking Options (Bicycle Parking Near Entry Door, Freestanding Bicycle Parking Enclosure, and Indoor Bicycle Room)



Bicycle Parking Near Entry



Freestanding Bicycle Parking Enclosure



Indoor Bicycle Room

E. Bicycle Rack Types and Dimensions.

1. Security. Bicycle parking facilities shall offer security in the form of either a lockable enclosure in which the bicycle can be stored or a rack upon which the bicycle can be locked. Bicycle parking racks, shelters, or lockers must be securely anchored to the ground or to a structure. Bicycle racks must hold bicycles securely by the means of the frame. The frame must be supported so that the bicycle cannot be pushed or fall to one side in a manner that will damage the wheels.

Figure 23.719-5a: Acceptable Bicycle Rack Options



Bicycle Racks That Support Both Sides of a Bicycle *Bicycle Lockers* *Sheltered Parking*

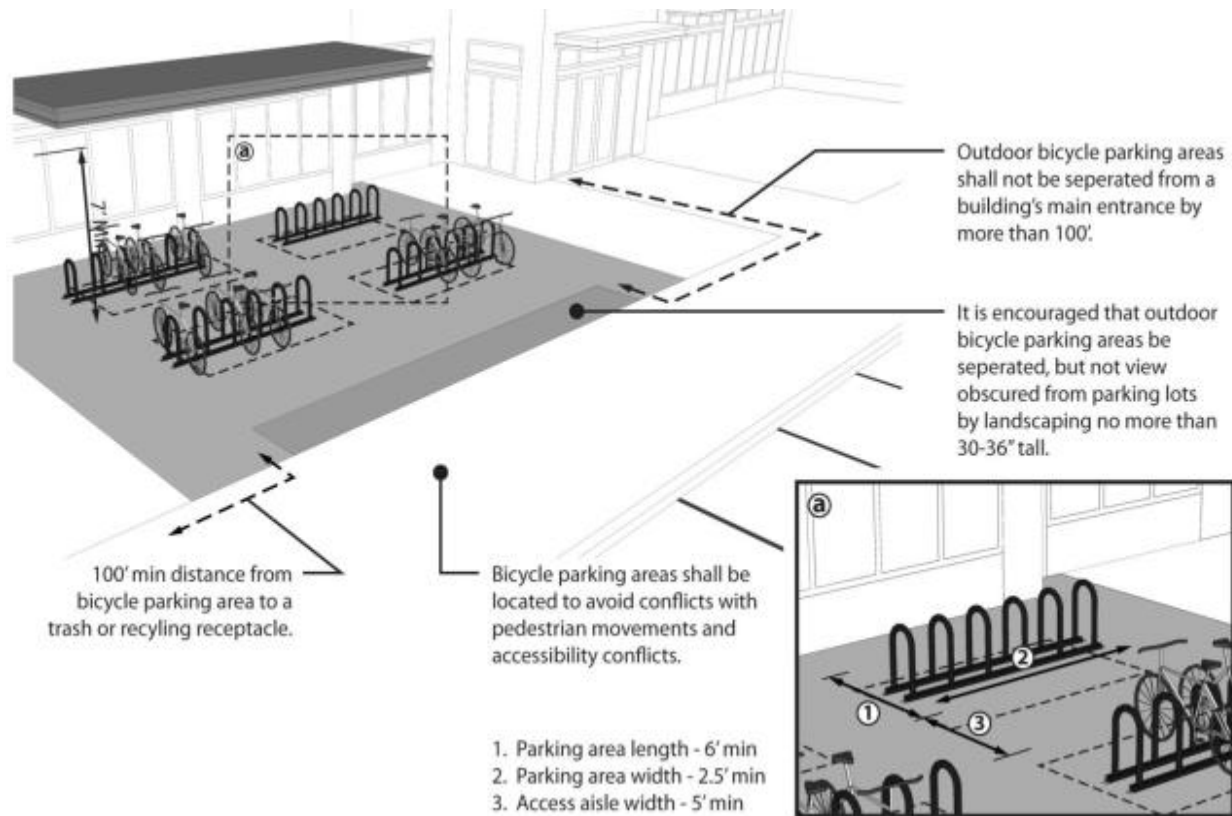
2. Unique artistic design facilities are encouraged. The racks/facilities should be easily identified as a bike rack.

Figure 23.719-5b: Artistic Bike Rack Design Options



3. Standards. Bicycle parking shall be at least one and one-half feet wide by six feet long for a single bicycle parking space or two and one-half feet wide by six feet long for two paired bicycle racks (as pictured in Figure 23.719-6) and, when covered, provide a minimum vertical clearance of seven feet. An access aisle of at least five feet wide shall be provided and maintained beside or between each row of bicycle parking. Each required bicycle space must be accessible without moving another bicycle. Bicycle parking spaces required by this chapter may not be rented or leased.

Figure 23.719-6: Bicycle Parking Area Design Requirements



F. Paving and surfacing of bicycle parking areas shall be surfaced with hard surfacing of at least two inches minimum (i.e., pavers, asphalt, concrete, or similar material). This surface must be designed to maintain a well-drained condition.

G. Exemptions. The following uses are exempt from bicycle parking requirements:

1. Temporary uses.
2. Agriculture.
3. Mini-storage facilities.
4. Home occupations. [Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.130)].

23.719.130 Standards for off-street parking for private residences.

Off-street parking and driveways for detached dwellings, manufactured homes, single-family attached dwellings, and two-unit attached dwellings shall meet the following requirements:

A. Any vehicle, trailer, or vessel which is inoperable or vehicles that are Certified as Non-Operation or Planned Non-Operation Certified with the Department of Motor Vehicles shall be stored entirely within an enclosed structure, where it is not visible from the street or other public or private property and shall not be parked or stored in any yard within a residential zoning district or neighborhood.

B. Unless specifically permitted by this code, required off-street parking spaces shall not be located within any required front yard or required street side yard setback of any parcel. Required parking must be provided within a fully enclosed garage or carport (see RCMC 23.734.040, Development standards).

C. Parking in excess of the required parking (e.g., driveways) may be provided within the front and street side yard setback, as follows:

1. Vehicle parking (including driveways) within the front yard area or as seen by the public street in residential areas shall be provided on a lasting, durable surface (e.g., concrete, asphalt, or similar material). Permeable paving materials, such as paver stones, pervious concrete, or interlocking grids with gravel, are permitted as an alternative to a standard asphalt or concrete surface. Use of grasscrete, ribbon drive (Hollywood strips) or other acceptable alternatives as determined by the director may be allowed for purposes of a driving surface that leads to a legal parking area outside of the front yard area or as seen by the public street. No parking is allowed on these features within the front yard area or as seen by the public street.

2. Parking areas shall not exceed the maximum impervious surface allowed on a parcel (e.g., impervious surface in front yards is limited to 40 percent coverage).

3. Parking may not occur within any required clear vision triangle area on a corner lot.

D. Each parking space shall be at least eight and one-half feet wide by 18 feet deep.

E. Tandem (end-to-end) parking is allowed to meet the minimum off-street parking requirements.

F. Required parking may be provided in the rear yard only when an alley is available for access.

G. The minimum driveway width is 10 feet. Driveway pavement shall be five feet from the side property line in order to provide an area of landscaping between adjacent lots. Deviations from these standards may be allowed through site plan and architecture review for small-lot single-family developments at the time of master home plan review where these standards cannot be attained due to design. Remaining unpaved portion shall be landscaped, irrigated, and maintained. See Figure 23.716-2 (Nonpervious Surface Limits in Single-Family and Two-Family Residential Zones).

H. The use of structures, temporary canopies, tarps, and other similar types of covering for vehicles is strictly prohibited within the front setback.

I. Commercial vehicles shall not be parked on residential property.

J. Parking of RVs, trailers, and vessels shall conform with the following additional regulations:

1. Parking on a lasting, durable surface (e.g., concrete, asphalt, grasscrete, or permeable paving material) is required.

2. Parking within the clear vision area is prohibited. [Ord. 15-2018 § 4 (Exh. A); Ord. 7-2018 § 3; Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.140)].

23.719.140 Trip reduction requirements.

A. Applicability. The provisions of this chapter shall apply to all major development projects defined as follows:

1. Any commercial, industrial, institutional, or other use which is expected to employ 200 or more persons, as determined by either actual employee projections or equivalent development size.

2. Any existing facility or development which increases its gross floor area and, after such increase, exceeds the minimum equivalent development size.

3. The director may, if projected traffic conditions warrant, apply the provisions of this section to developments smaller than those specified.

B. Exempt Projects. Notwithstanding any other provisions of this code, the following uses and activities shall be specifically exempt from the provisions of this section:

1. Development projects expected to employ fewer than 200 persons.

2. Temporary construction activities on any affected project, including activities performed by engineers, architects, contractors, subcontractors, and construction workers.

C. Equivalent Development Size. For the purpose of this section, the standards listed in Table 23.719-4 (Equivalent Development Size) shall be considered equivalent to the 200-employee threshold.

Table 23.719-4: Equivalent Development Size

Type of Use	Minimum Development Size (in square feet) Equivalent to 200 Employees
Office (excluding medical)	50,000
Industrial Office Park (MP)	60,000
Hospital and Medical Offices	80,000
Commercial	100,000
Light Industrial (M-1)	95,000
Heavy Industrial (M-2)	130,000
Mixed or Multiple Uses	1

Notes:

1. The minimum development size for mixed- or multiple-use developments shall be calculated based on the employment equivalent of the square footage or areas devoted to each type of use.

D. Passenger Loading Areas. Parking areas for major development projects shall designate a passenger loading area or areas for embarking and disembarking passengers from ridesharing vehicles. Such passenger loading areas shall be located at the point(s) of primary pedestrian access from the parking area to the adjacent building(s) and shall be designed in such a manner that vehicles waiting in the loading area do not impede vehicular circulation in the parking area. The passenger loading areas shall be designed as a turn-out as indicated by Figure 23.719-7 and shall be large enough to accommodate the number of waiting vehicles equivalent to one-half percent of the required parking for the project. See Figure 23.719-7 (Passenger Loading Areas).

Figure 23.719-7: Passenger Loading Areas



E. Preferential Parking Spaces for Carpool and Vanpool Vehicles. All major development projects shall reserve and designate at least 10 percent of the employee parking spaces for the project for ridesharing vehicles by marking such spaces "Carpool/Vanpool Only." The number of preferential parking spaces must be increased above 10 percent of

the employee parking as necessary to accommodate all legitimate carpools and vanpools. Such spaces shall be located near the building entrance(s), covered, shaded, or in some other obvious way be determined as preferential. For purposes of this section, the factors listed in Table 23.719-5 (Employee Parking Ratios) shall be used to determine the number of employee parking spaces.

Table 23.719-5: Employee Parking Ratios

Type of Use	Percentage of Total Parking Devoted to Employee Parking
Office (excluding medical)	70%
Hospital and Medical Office	50%
Commercial	30%
Industrial	70%

F. Shower and Locker Facilities. All development projects above the minimum development size threshold shall provide shower and locker facilities for use by employees or tenants who commute to the site by bicycle or walking. Such facilities shall be clearly indicated on all development/improvement plans. One shower and eight lockers with minimum dimensions of 12 inches by 18 inches by 36 inches shall be provided for each 200 employees or fraction thereof, based on the equivalent development size data. The shower and locker facilities must be located convenient to one another and should be located near the employee bicycle parking facilities whenever possible. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.150)].

23.719.150 Off-street loading requirements.

A. Purpose of Loading Area Requirements. The purpose of these regulations is to provide the number, size, location, and screening requirements for loading areas in mixed-use, commercial, and industrial uses. The intent of these regulations is to minimize disruptions of traffic flow by freight-carrying vehicles blocking the public right-of-way and to minimize impacts to vehicular and pedestrian conflicts.

B. When Loading Regulations Apply. This regulation applies to all nonresidential development in mixed-use commercial and industrial districts, whether or not a permit or other approval is required for the development. Buildings smaller than 8,000 square feet in size are exempt from the requirements of this section.

C. General Loading Area Requirements.

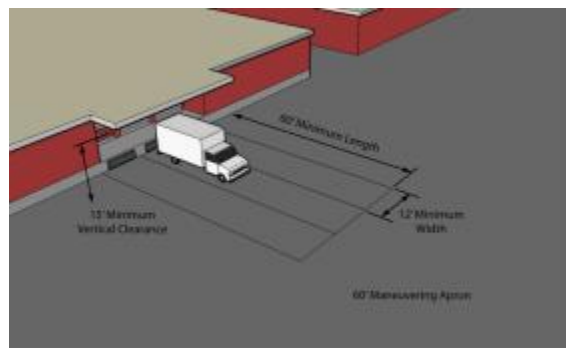
1. The number of required loading spaces is based on the use of the building and the building size minus any residential component square footage.
2. Where two or more uses are located on the same premises, the number of loading area spaces required is the sum of the spaces required for each use.
3. The provision for maintenance of off-street loading facilities is a continuing obligation of the property owner.
4. Loading and maneuvering areas shall be hard-surfaced unless a permeable surface is required to reduce surface runoff, as determined by the director.
5. Parking of passenger vehicles may be allowed in off-street loading areas subject to specific time limits to prevent conflicts with off-street loading activities. If parking is allowed, the parking time limits shall be clearly posted. These parking spaces shall not count toward meeting the general parking requirements.
6. Off-Street Loading Standards.

a. Each required off-street loading space in an industrial area shall have a minimum length of 60 feet, a minimum width of 12 feet, and a minimum vertical clearance of 15 feet inside dimensions. Off-street loading spaces in industrial zones shall also provide a 60-foot maneuvering apron in addition to the minimum length of the loading space. These requirements apply to all off-street loading spaces in industrial zones including at-grade and depressed loading docks.

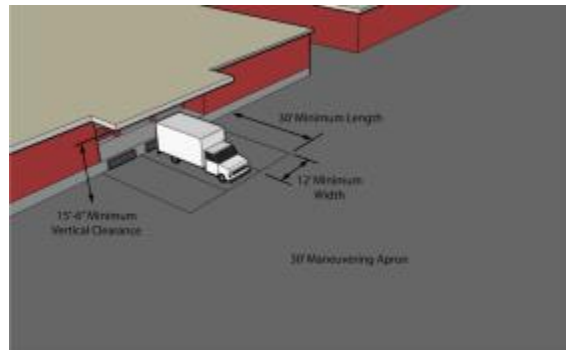
b. Each required off-street loading space, other than in industrial zones, shall have a minimum length of 30 feet, a minimum width of 12 feet, and a minimum vertical clearance of 14.5 feet inside dimensions. Off-street loading spaces shall also provide a 30-foot maneuvering apron in addition to the minimum length of the loading space. These requirements apply to all off-street loading spaces including at-grade and depressed docks.

7. Loading areas must comply with the setback and perimeter landscaping and screening standards. When parking areas are prohibited or not allowed between a building and a street, loading areas are also not allowed.

Figure 23.719-8: Typical Loading Area



Off-Street Loading Spaces in an Industrial Area



Off-Street Loading Spaces in a Nonindustrial Area

8. For uses not specifically mentioned, the requirements for off-street loading facilities shall be the same as the closest approximate use as determined by the director.

D. Location of Required Loading Facilities.

1. The off-street loading facilities, including the required maneuvering apron, in all cases, shall be on the same lot or parcel of land as the structure they are intended to serve.
2. The off-street loading facilities shall be designed and located so that loading vehicles do not encroach upon required setbacks, driveways, or required parking spaces during maneuvering and loading activities.

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3. No loading space, including the required maneuvering apron, shall be located so that a vehicle using such loading space projects into any public street or any adjoining property except in the case of a reciprocal access agreement or similar mechanism.

4. Loading spaces shall be provided with access to an alley when alley access is available.

5. Bays and doors shall be located in a manner that would preclude any possibility for trucks to back into bays from arterial streets. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.160)].

23.719.160 Electric Vehicle Parking Spaces.**A. Applicability.**

The California Green Building Standards Code (CALGreen) requires that new construction and major alterations include adding “EV Capable” parking spaces which have electrical panel capacity, a dedicated branch circuit and a raceway to the EV parking spot to support future installation of charging stations. All new construction and qualifying additions or alterations must comply with CALGreen, Title 24, Part 11.

B. Parking Requirements and Location of Electric Vehicle Spaces.

1. As part of the Minor and Major Design Review process, the City shall require that parking facilities be provided to accommodate electric or other alternative fuel vehicles.

2. The location of the electrical outlets shall be specified on building plans, and proper installation shall be verified by the Building Division prior to issuance of a Certificate of Occupancy.

3. Electric vehicle ready charging infrastructure shall be provided in multi-family housing developments and non-residential developments according to the standards outlined by CALGreen.

4. Electric vehicle charging stations may be provided in any area designed for the parking or loading of vehicles.

5. Where electric vehicle recharging stations are provided, they shall follow the space requirements and development standards outlined in CALGreen.

6. Parking spaces with electric vehicle charging shall be counted as a standard parking space for the purposes of providing required parking per this Code.

C. Exemptions

1. Electric vehicle charging stations shall not apply to temporary parking lots.

2. Other exemptions may be granted by the Director, where the Director determines that compliance with the requirements of this Section is technically infeasible.

23.743.085 Real estate sign standards.

This section describes the standards for on- and off-site limited term signs associated with real estate sales activities.

A. Allowed on-site real estate signs are exempt from permit, subject to the following limitations:

1. Not more than one on-site for sale sign and one for lease sign is permitted per property frontage, and shall only be displayed for the period while the unit, building, or property is being marketed for sale or lease and ending thirty (30) days after it is sold or leased.
2. The size of all on-site nonresidential real estate signs is limited to a maximum of 10 feet in height and an area of 32 square feet and shall be set back a minimum of three feet from the right-of-way (window signs are exempt from setback requirement) and shall not obstruct the corner visibility requirements of Improvement Standard 4-18, Visibility Restrictions at Driveways and Intersections.
3. The size of all residential real estate signs is limited to 10 square feet and must be set back a minimum of five feet and shall not obstruct the corner visibility requirements of Improvement Standard 4-18, Visibility Restrictions at Driveways and Intersections.

B. Allowed Off-Site Real Estate Signs. Portable real estate signs located off site from the property advertised, for purposes of directing traffic to the property in question, may be allowed, provided they do not exceed an overall size of nine square feet each, including supports, and do not exceed a height of 30 inches. Such signs may not be located within the public right-of-way and may only be displayed on weekends and holidays when open house sales activities are ongoing (e.g., the home is open to the public for viewing and inspection). One sign may be placed for each change in direction of travel to a maximum of five signs.

C. Allowed Temporary Signs for Subdivision Real Estate Sales. Signs of this type are temporary, limited-term signs that provide direction/location information to motorists and pedestrians for initial home sales of multiple lots with a single builder within a master planned community, including both single-family and multifamily for-sale products. These signs are allowed during active home sales and must be removed when sales have concluded. These signs are exempt from permit, subject to the following limitations:

1. On-Site Subdivision Balloons. Five balloons per sales trailer or model home complex to a maximum height of 65 feet are allowed.
2. On-Site Subdivision Directional Signs. One temporary subdivision directional sign per subdivision entrance to a maximum of six such signs are allowed. Each sign can be up to 32 square feet and a maximum height of 10 feet. Signs must be set back 10 feet from the right-of-way.
3. On-Site Subdivision Flags. Up to 10 flag poles per subdivision are allowed. Flags can be up to 15 square feet each and up to 20 feet tall. Poles must be set back 10 feet from the right-of-way.
4. Weekend Directional Stake Signs. Weekend directional stake signs are those signs customarily displayed on the weekends, measuring less than nine square feet in area, and mounted on wooden stakes. Such signs may be used to identify the name and location of active home sales as part of a new residential subdivision/condominium project; provided, that each face of the sign does not exceed four square feet, and it is mounted such that it is no more than four feet tall from the ground and is set back a minimum of five feet from the edge of the roadway pavement. Additionally, such signs are only allowed on a temporary basis from noon on Friday to no later than noon on the following Monday. In the event that Friday is a nationally recognized holiday, said signs may be erected on Thursday after noon. In the event that Monday is a nationally recognized holiday, said signs may remain in place until Tuesday by noon. In no event may a weekend directional stake sign be located within a roadway median.
5. Off-Site Subdivision Freestanding Signs. Off-site subdivision freestanding signs are allowed within the city limits, up to five such signs per subdivision, to a maximum of 32 square feet and 10 feet in height for each individual sign. These signs are prohibited within the public right-of-way or on any city-owned property. These signs shall be kept in good repair for the duration of the home sales activities. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2014 § 3 (Exh. C)].

Chapter 23.901

RESIDENTIAL USES

Sections:

- 23.901.010 Purpose and applicability.
- 23.901.020 Caretaker housing.
- 23.901.030 Home occupations.
- 23.901.040 Live-work facility.
- 23.901.050 Mobile homes and mobile home parks.
- 23.901.060 Accessory dwelling units.
- 23.901.065 Junior accessory dwelling units.
- 23.901.070 Senior independent living facility.
- 23.901.080 *Repealed.*
- 23.901.090 Residential care home (large).

23.901.100 Agricultural employee (farmworker) housing

23.901.010 Purpose and applicability.

A. Purpose. The purpose of this chapter is to establish site planning, development, and/or operating standards for caretaker housing, home occupations, live-work facilities, mobile homes, mobile home parks, and second dwelling units. It is the city's intent, in establishing these standards, to mitigate the potential adverse impacts of these uses and activities on adjacent and surrounding land uses by applying special design requirements, regulating activities within the use, and establishing special setback and other development standards.

B. Applicability. The regulations and standards contained in this chapter shall apply only to caretaker housing, home occupations, live-work facilities, mobile homes, mobile home parks, and second dwelling units as expressly identified in the corresponding sections and shall be in addition to any other development standards and regulations contained elsewhere within this zoning code (e.g., lighting, landscaping, parking). These uses may only be located in those zoning districts as described in, and shall only be authorized in concert with, the permit requirements of Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.010)].

23.901.020 Caretaker housing.

A. Purpose and Applicability. The regulations contained in this section shall apply to caretaker housing as defined in RCMC 23.1104.040 (Land use definitions). The establishment of new caretaker housing shall be consistent with the allowed use provisions of Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards) and the standards contained within this section, as well as with other development standards as required in the underlying zoning district. Where the standards of the underlying district conflict with the standards herein, these standards shall apply.

B. Associated Use. One caretaker housing unit may be permitted in conjunction with an otherwise permitted nonresidential use on the same property. The caretaker unit must be associated with and directly support the nonresidential use of the property (e.g., night watchman or site superintendent for an industrial use).

C. Occupancy. Occupancy of the caretaker unit shall be limited to the caretaker or superintendent of the associated nonresidential use of the site and his or her household.

D. Design. The design of the caretaker unit shall be consistent and uniform with the design of the associated use. Temporary trailers as caretaker units may be permitted with issuance of a temporary use permit (see Chapter 23.116 RCMC, Temporary Use Permits) for a period of not more than six months as described in Chapter 23.922 RCMC (Temporary Uses). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.020)].

23.901.030 Home occupations.

A. Purpose and Applicability. The regulations contained in this section shall apply to home occupations to ensure the compatibility of the home occupations with the principal residential uses in order to protect the integrity and character of neighborhoods.

B. Approval Process. A home occupation shall not be conducted prior to approval of zoning certification (see Chapter 23.113 RCMC, Zoning Certification).

C. Business License. A business license from the city is required for any home occupation.

D. Performance Standards. It is the intent of the following standards to reduce the impact of the home occupation to the degree that its effects on the neighborhood are undetectable from normal and usual residential activity. These standards shall be incorporated as conditions of the zoning clearance. Failure to comply with these standards will result in revocation of the home occupation permit and/or business license.

1. Number of Home Occupations. There is no limit on the number of home occupations at a residence; provided, that the performance standards identified in this section are met. All of the following standards are calculated and/or applied based on a single residence.
2. Employees. Off-site employees or partners are permitted as part of the home occupation so long as they do not report for work at the subject property.
3. Habitable Floor Area. The use of the dwelling for the home occupation shall be clearly incidental and subordinate to its use for residential purposes.
4. Off-Site Effects. There shall be no mechanical equipment or operation used which creates or makes dust, odor, vibration, or other effects detectable at the property line. Noise level at the property line shall not exceed 55 dBA and shall comply with the city's noise ordinance (Chapter 6.68 RCMC). No process shall be used which is hazardous to public health, safety, morals, or welfare.
5. On-Site Sales. There shall be no products sold on the premises except artist's originals or products individually made to order on the premises except as provided by the California Health and Safety Code for cottage food operators and except as specified in subsection (D)(7) of this section.
6. Products which are not artist's originals or individually made to order may be constructed on site, using equipment normally found in a residence; however, these products may only be sold at a permitted commercial location.
7. Servicing and repair of firearms are permitted, subject to obtaining any state or federal license.
8. Display. There shall be no display of products produced by occupants of the dwelling which are visible in any manner from the outside of the dwelling unit.
9. Traffic/Vehicles. The use shall not generate pedestrian or vehicular traffic beyond that which is normal in a residential district nor in any case require the parking of more than two additional vehicles at the home at any one time. No motor vehicle that is used or kept on the premises in conjunction with the home occupation shall exceed two axles or a length of 20 feet.
10. Storage. There shall be no storage of material or supplies within view of a public right-of-way and storage shall not utilize a required parking space (e.g., within a required garage).
11. Exterior Appearance. There shall be no remodeling or construction of facilities especially for the home occupation which changes the external appearance of the neighborhood from a residential to a more commercial look when viewed from the front of the building.
12. Signs. Signs shall be allowed for the home occupation in accordance with Chapter 23.743 RCMC (Signs).

13. Visitors and Customers. Visitors and customers shall not exceed those normally and reasonably occurring for a residence, including not more than one business visitor an hour and eight a day, during the hours of 8:00 a.m. to 7:00 p.m. (regardless of how many businesses operate out of the home).

14. Deliveries. Deliveries shall not exceed those normally and reasonably occurring for a residence and not more than one delivery of products or materials a week. Deliveries of materials for the home occupation shall not involve the use of commercial vehicles except for FedEx-, UPS-, or USPS-type home pickups and deliveries.

15. Hazardous Materials. No storage of hazardous materials is permitted beyond normal household use. Businesses that require hazardous chemicals (e.g., pest control, pool cleaning, etc.) are not permitted as home occupations.

E. Limitations on Specific Home-Based Businesses.

1. Certified massage practitioners are permitted if the following criteria are met:

- a. Only one client is on site at a time and by appointment only.
- b. The use shall be conducted on a part-time basis.
- c. The practitioner must submit proof of a certificate of training from a state-approved school (e.g., Department of Education, Office of Post Secondary Education).
- d. The use will not be conducted in such a fashion as to constitute a public or a private nuisance.

2. Mobile food vendor vehicles cannot be parked at a private residence (see mobile food vendor limitation in RCMC 23.910.040).

3. Taxicab, limousine, or pedicab service shall not be on call and available for service; no vehicle shall be dispatched from the residence by radio, telephone, or other means, but may be parked at the residence when not in service.

4. Cottage food operations, as defined by and consistent with the requirements of the California Health and Safety Code, are limited to one full-time employee, not including a family member or household member of the cottage food operation.

F. Prohibited Home Occupations.

1. Alcohol beverage manufacturing or sales business;
2. Ambulance service;
3. Ammunition reloading, including custom reloading;
4. Boarding house, bed-and-breakfast hotel, timeshare condominium;
5. Carpentry, cabinet makers;
6. Ceramics (kiln of six cubic feet or more);
7. Firearms sales;
8. Health salons, gyms, dance studios, aerobic exercise studios;
9. Medical, dental, chiropractic, or veterinary clinics;
10. Mortician, hearse service;

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11. Noncertified massage practitioners;
12. Palm reading, fortunetelling;
13. Private clubs;
14. Repair or reconditioning of boats or recreation vehicles;
15. Restaurants or taverns;
16. Retail sales from site (except direct distribution of artist's originals, and as provided by the California Health and Safety Code for cottage food operations);
17. Storage, repair, or reconditioning of major household appliances;
18. Storage, repair, or reconditioning of motorized vehicles or large equipment on site;
19. Tattoo service;
20. Tow truck service;
21. Veterinary uses (including boarding);
22. Welding services;
23. Other uses the director determines to be similar to those above per RCMC 23.107.030 (Official interpretation). [Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.030)].

23.901.040 Live-work facility.

A. Purpose and Applicability. The regulations contained in this section shall apply to live-work facilities as defined in RCMC 23.1104.040 (Land use definitions). The establishment of new live-work facilities shall be consistent with the allowed use provisions of Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards) and the standards contained within this section, as well as other development standards as required in the underlying zoning district. Where the standards of the underlying district conflict with the standards herein, these standards shall apply.

B. Limitations on Use. The nonresidential component of a live-work facility shall be a use allowed within the applicable base zoning district; however, the uses and activities described below shall be prohibited:

1. Any automobile and vehicle uses as listed in RCMC 23.1104.040 (Land use definitions).
2. Any special regulated uses as listed in RCMC 23.1104.040 (Land use definitions).
3. Any activity which involves:
 - a. Storage of flammable liquids or hazardous materials beyond those normally associated with a residential use;
 - b. Welding, machining, or any open flame work; and/or
 - c. Major manufacturing as defined in RCMC 23.1104.040 (Land use definitions).
4. Any other activity or use as determined by the director as incompatible with residential activities and/or to have the possibility of affecting the health or safety of live-work unit residents, because of the potential for the use to create dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, or other impacts, or that would be hazardous because of materials, processes, products, or wastes.

C. Density. Live-work units shall comply with the density regulations of the applicable base zoning district.

D. Design Standards.

1. Floor Area Requirements. No more than 50 percent of the ground floor area shall be reserved for living space. Up to 100 percent of the ground floor area may be dedicated to working space.
2. Separation and Access. Each live-work unit shall be separated from other units and other uses in the structure. Access to each unit shall be provided from common access areas, corridors, or halls, and the access to each unit shall be clearly separate from other live-work facilities or other uses within the same structure.
3. Facilities to Accommodate Commercial or Industrial Activities. A live-work facility shall be designed to accommodate commercial or industrial uses, as evidenced by the provision of ventilation, interior storage, flooring, and other physical improvements of the type commonly found in exclusively commercial or industrial facilities used for the same work activity.
4. Integration of Living and Working Space. The living space within the live-work facility shall be designed as an integral part of the unit and not with separate access from the work space, except that mezzanines and lofts may be used as living space subject to compliance with the other provisions of this section, and living and working space may be separated by interior courtyards or similar private space.
5. Parking. Each live-work facility shall comply with the parking standards of Chapter 23.719 RCMC (Parking and Loading).

E. Nonresident Employees. Up to two persons who do not reside in the live-work unit may work in the unit at any one time. Additional employment may be permitted through issuance of a limited use permit based on findings that the employment will not adversely affect traffic and parking conditions in the vicinity of the site.

F. Changes in Use. After approval, a live-work facility shall not be converted to entirely residential use, nor shall the ratio of living space to working space be changed, unless authorized through administrative use permit approval. As part of the approval of the administrative use permit, the designated approval authority must find that the exclusive residential use will not impair the ability of nonresidential uses on and adjacent to the site to continue operating because of potential health or safety concerns or nuisance complaints raised by the exclusively residential use and/or its occupants. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.040)].

23.901.050 Mobile homes and mobile home parks.

A. Purpose and Applicability. This section applies to new and existing mobile homes and mobile home parks within the city. The purpose of this chapter is to establish standards for the development, modification, and operation of mobile home parks.

B. Special Standards for Mobile Homes. Mobile homes outside of a mobile home park shall comply with the standards set forth for single-family homes in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards), as well as the following criteria:

1. A mobile home must be built on a permanent foundation as approved by the building department.
2. It must have been constructed after June 15, 1976, and must be certified under the National Manufactured Home Construction and Safety Act of 1974.
3. The unit's skirting must extend to the finished grade.
4. Exterior siding must be compatible with adjacent residential structures, and shiny and metallic finishes are prohibited.

C. Mobile Home Parks. Mobile home parks must be constructed and designed according to state law.

D. Management and Maintenance. Every mobile home park community shall be properly managed to ensure maintenance of common facilities and to ensure individual home sites are developed and maintained in accordance with recorded rules and regulations for the park. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.050)].

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23.901.060 Accessory dwelling units.**23.901.070 Senior independent living facility.**

A. Elevators shall be provided for all multi-story structures; or

B. A management program shall be in place to address the aging in place issue that is acceptable to the director. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.070)].

23.901.080 Family day care (large).

Repealed by Ord. 1-2020. [Ord. 10-2018 § 3; Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A)].

23.901.090 Residential care home (large).

A. Plans shall be approved by the fire department prior to any approval and additional fire protection measures may be required.

B. City business license is required.

C. Minimum 1,000-foot separation is required between other residential care home facilities. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A)].

23.901.100 Agricultural employee (farmworker) housing**A. Applicability**

Agricultural Employee (Farmworker) Housing Projects that provide housing for at least five farmworkers and are proposed pursuant to §17021.6 of the Employee Housing Act are referred to as “EHA Projects”. Eligible project types include Employer-Provided Farmworker Housing or Rural Farmworker Housing projects, of up to twelve dwelling units or up to 36 beds in group quarters (dormitory-style housing); or a Small Project that provides housing for at least five farmworkers. EHA Projects may be for seasonal or temporary residency. EHA Projects shall not include any proposed land division (i.e., parcel map, subdivision map or condominium map) for the purposes of creating a separate parcel for the EHA Project or EHA units.

B. Agricultural Employee Project Types

Agricultural Employee (Farmworker) Housing Projects provide housing for 5 or more Farmworkers (“EHA Projects”). EHA Projects include the following project types:

1. Employer-Provided Farmworker Housing Project
 - a. 5 to 36 beds in group quarters designed for single adult farmworkers, or;
 - b. 5 to 12 dwelling units, mobile home/RV spaces, each designed for occupancy by at least one farmworker and his/her household.
2. Small Farmworker Housing Project
 - a. 1 to 4 dwelling units or mobile homes housing at least 5 farmworkers and licensed by the Enforcement Agency.

C. Required Permits and Approvals

1. Site Development Permit. In the AG Zone districts, EHA Projects proposed are considered an agricultural use and require an Administrative Use Permit from the Planning Department. Conditions of approval may be imposed by the Director to ensure compliance with the standards of this section, and the City, and with the

Act.

2. **Water and Sanitation Permits.** EHA Projects not connected to community sewer or water shall obtain required City permits for proposed well water and/or septic systems. EHA Projects on well water that meet the definition of Public Drinking Water System shall comply with State Water Resources Control Board Standards.
3. **Building Permits.** EHA Projects shall obtain building permits or other required permits, depending on type of housing accommodations proposed for the project. For EHA Projects consisting of two to four mobile or manufactured homes (not on a permanent foundation system) or recreational vehicles, or spaces for two to four mobile homes or recreational vehicles (a “trailer park”), HCD is the permitting agency. For EHA Projects of five to twelve spaces, mobile homes, or recreational vehicles, the City is the permitting agency.
4. **Recorded Covenant.** The site development permit shall include a condition of approval for the property owner to record a farmworker housing covenant with the City to provide constructive notice of and ensure owner’s compliance with the requirements of this section of the Rancho Cordova City Code, the Act, and their License.
5. **License.** EHA Projects shall obtain and maintain a License to operate the proposed farmworker housing from the Enforcement Agency pursuant to §17030-17039 of the Act. The Enforcement Agency in the City is the Planning Department. EHA Projects are subject to environmental review (“CEQA”). The Public Resources Code provides some exemptions to CEQA that may apply to certain types of farmworker housing defined herein.

D. Development Standards and Criteria

1. **Applicability.** EHA Projects shall comply with development standards of the zone districts in which they are located, as well as the additional standards and criteria provided below. In the event of any conflict between Chapter 23.307 and the standards and criteria provided in this section, those in this section shall prevail. EHA Projects proposed in agricultural zones are considered an agricultural use pursuant to the Act and as such are not subject to the residential density limitations set forth in the General Plan or Zoning Code.

E. Single-Family Farmworker Housing Projects

1. **Intent.** Single-Family Farmworker Housing projects, at the applicant’s option, may be proposed pursuant to §17021.5 of the Act, in which case they are deemed a residential use and subject to the same permitting requirements and development standards that apply to a single-family dwelling proposed in the applicable zone, rather than being deemed an agricultural use pursuant to this section. All Single-Family Farmworker Housing Projects that provide housing for more than five farmworkers shall obtain a License from the Enforcement Agency pursuant to the Act.

Small Farmworker Projects proposed to provide housing for four or fewer individual farmworkers (at least one farmworker per proposed unit, not to exceed four farmworkers total in the project) are not an EHA Project and not subject to the Act. Such projects may be approved in agricultural zones with an Administrative Use Permit pursuant to all requirements above, except for the requirement to obtain or maintain a License.

In lieu of a License, such projects shall be subject to annual monitoring by the Planning Department to verify the owner’s compliance with the recorded farmworker housing covenant and project conditions of approval. If, upon monitoring or in response to a complaint, any dwelling unit in such project is determined to be non-compliant with the occupancy requirements set forth in the farmworker housing covenant, after reasonable notice and opportunity to correct the violation as set forth in City Code, the project permit may be revoked and the unit(s) subject to enforcement pursuant to Rancho Cordova City Code Chapter 23.173, possibly including abatement.

¹ Code reviser's note: Ordinance 13-2013 Exhibit B sets out all of Article 9 without intending to amend the entire article. Only sections intended to be amended by the ordinance cite the ordinance in the section's legislative history.

23.1104.040 Land use definitions.

“Adult day care facilities” means state-licensed facilities that provide supervised care of older adults, providing activities such as meals and socialization one or more days a week during specified daytime hours. The participants, primarily persons with physical and/or mental limitations who need socialization, physical assistance, and/or psychological assistance, return to their homes each evening. The program is often used as respite by family members caring for an older person who cannot be left alone safely in the home. Supervision for more than six adults for periods of less than 24 hours, with no overnight stays.

“Adult day care home” is defined by state law as the provision of nonmedical care to six or fewer adults, including seniors, in the provider’s own home, for a period of less than 24 hours at a time. Homes serving more than six adults are included in “Adult day care facilities.”

“Agricultural Employee” means an employee engaged in agriculture, which includes farming in all its branches, including but not limited to the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities, the raising of livestock, bees, furbearing animals, or poultry, and any practices performed by a farmer or on a farm, as further defined in CA Labor Code §1140.4(b). “Agricultural Employee” also means farm worker, farmworker, or farm laborer.

“Agricultural Employer” means an employer engaged in agricultural operations who employ employees, as defined in Labor Code Section 1140.4(c).

“Agricultural Housing, Single-Family Farmworker Housing” means housing accommodations occupied by no more than six farmworkers for which the owner/operator has obtained or seeks a License pursuant to Section 17021.5 of the Employee Housing Act, which allows such projects to be deemed a single-family dwelling and a residential use of the property.

“Agricultural Housing, Employer Provided” means housing accommodations described in Section 17008(a) of the Employee Housing Act for five or more farmworkers by their employer and maintained in connection with any work or place where work is being performed, whether or not rent is involved.

“Agricultural products processing” means the act of changing an agricultural crop after harvest from its natural state to the initial stage of processing in order to prepare it for market and for further processing at an off-site location. Examples of this processing include nut hulling and shelling, bean cleaning, corn shelling and sorting, grape sorting and crushing, primary processing of fruits to juice and initial storage of the juice, without fermentation, cleaning and packing of fruits.

“Agricultural tourism” means establishments that cater to tourists and provide agricultural products either produced on the site or within the community. Such uses include but are not limited to wineries with tasting rooms and permanent roadside crop stands or fruit stands.

“Airport” means a facility where aircraft such as airplanes can take off and land. An airport minimally consists of one runway but other common components are hangars and terminal buildings.

“Alcoholic beverage sales” means the retail sale of beer, wine, and/or other alcoholic beverages for off-premises consumption.

“Ambulance service” means emergency medical care and transportation, including incidental storage and maintenance of vehicles.

“Animal husbandry” means raising and breeding of animals or production of animal products. Typical uses include grazing, ranching, dairy farming, poultry farming, and beekeeping, but exclude slaughterhouses and feedlot operations. This classification includes accessory agricultural buildings accessory to such uses. Animal sales, boarding, and grooming are defined separately under “Animal sales and grooming.” Keeping of animals is defined separately under “Animal keeping.”

“Animal keeping” means care and maintenance of animals on private property. The listing below provides a distinction between various types of animals related to allowed use provisions in Article 3 of this title (Zoning

Districts, Allowable Uses, and General Development Standards). This classification is distinct from animal husbandry, animal sales and grooming, and equestrian facilities (commercial or hobby). Also see “Kennels, commercial,” which provides for the boarding of animals (e.g., “doggie day care”).

1. “Domestic pets” means small animals (no larger than the largest breed of dogs) customarily kept as pets within a dwelling unit. This classification includes dogs, cats, fish, and birds (excluding large tropical birds and poultry).
2. “Exotic animals” means wild animals not customarily confined or cultivated by man for domestic or commercial purposes, but kept as a pet or for display, including miniature pigs, snakes, reptiles, and large tropical birds (including peacocks).
3. “Livestock animals” means domesticated animals that may be kept or raised in pens, barns, houses, and pastures, whether for commercial or private use. Livestock includes, but is not limited to, cattle, sheep, swine, goats, equine, and fowl.
4. “Poultry” means domesticated birds (fowl) customarily kept for eggs or meat. This classification includes chickens, roosters, ducks, geese, turkeys, guinea fowl, and Cornish game hens.

“Animal sales and grooming” means retail sales of domestic and exotic animals, bathing and trimming services, and boarding of said animals for a maximum period of 72 hours, conducted entirely within an enclosed building with no outdoor use.

“Aquaculture” means the cultivation of marine or freshwater fish, shellfish, or plants under controlled conditions. Aquaponics is a subset of aquaculture which integrates aquaculture with hydroponics by recycling the waste products from fish to fertilize hydroponically growing plants.

“Art, antique, collectable” means retail sales uses including antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectible items including sports cards and comic books. Stores selling handcrafted items that are produced on the site are defined separately as “Artisan shops.”

“Artisan shops” means retail stores selling art, glass, ceramics, jewelry, and other handcrafted items, where the facility includes an area for the crafting of the items being sold.

“Artisanal and specialty manufacture, display and sales” means the manufacture, display, and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful, or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL).

“Auto and vehicle sales and rental” means retail establishments selling and/or renting automobiles, trucks, and vans. This use listing includes the sales and rental of mobile homes, recreation vehicles, and boats. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. It does not include the sale of auto parts/accessories separate from a vehicle dealership (see “Auto parts sales”), bicycle and moped sales (see “Retail, general”), tire recapping establishments (see “Vehicle services – major”), businesses dealing exclusively in used parts (see “Recycling facility – scrap and dismantling”), or “Service station,” all of which are separately defined.

“Auto and vehicle sales, wholesale” means wholesale establishments selling new and used vehicles and used vehicle parts. This use is normally developed as part of an auto wrecking yard, junkyard, or salvage yard. Conventional automobile dealerships are listed under “Auto and vehicle sales and rental.”

“Auto and vehicle storage” means facilities for the storage of operative and inoperative vehicles for limited periods of time. Includes but is not limited to storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses, and recreation vehicles. Does not include vehicle dismantling (see “Auto vehicle dismantling”) or retail sales (see “Auto and vehicle sales, wholesale”).

“Auto parts sales” means stores that sell new automobile parts, tires, and accessories. May also include minor parts installation (see “Vehicle services – minor”). Does not include tire recapping establishments, which are found under “Vehicle services – major” or businesses dealing exclusively in used parts, which are included under “Auto and vehicle sales, wholesale.”

“Auto vehicle dismantling” means establishments for the dismantling of automobile vehicles, including the dismantling or wrecking of automobiles or other motor vehicles, and/or the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking. Retail sales are included under the definition of “Auto and vehicle sales, wholesale.”

“Banks and financial services” means financial institutions such as banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, and investment companies. Also includes automated teller machines (ATM). “Banks and financial services” shall not mean check cashing or finance lending businesses that do not qualify as a “financial institution” under California Financial Code statutes.

“Bars and nightclubs” means any bar, cocktail lounge, discotheque, or similar establishment, which may also provide live entertainment (e.g., music and/or dancing, comedy) in conjunction with alcoholic beverage sales. These facilities do not include bars that are part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Bars and nightclubs may include outdoor food and beverage areas.

“Bed and breakfast inns” means residential structures with one family in permanent residence with up to five bedrooms rented for overnight lodging, where meals may be provided subject to applicable health department regulations. A bed and breakfast inn with more than five guest rooms is considered a hotel or motel and is included under the definition of “Hotels and motels.”

“Brew pub” means an establishment that produces ales, beers, meads, hard ciders, and/or similar beverages to serve on site. Sale of beverages for off-site consumption is also permitted in keeping with the regulations of the ABC. Service of brewed beverages must be in conjunction with the service of food. Manufacturing activities shall occur entirely within an enclosed building or outdoor work area screened from public view and be separated from the restaurant portion of the facility by applicable building codes. All beverage tasting shall occur within the restaurant portion of the facility. Brew pubs may not produce more than 5,000 barrels of beverage (all types of beverage combined) annually per ABC licensing standards. May also include the wholesale distribution of beverages for off-site consumption.

“Brewery, winery, distillery” means a facility where specific alcoholic beverages are manufactured. Incidental to the manufacturing process, a tasting area not to exceed 50 percent of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 a.m. to 11:00 p.m. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control. All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also “Tasting room, off-site.”

“Broadcasting and recording studios” means commercial and public communications uses including radio and television broadcasting and receiving stations and studios, with facilities entirely within buildings. Does not include transmission and receiving apparatus such as antennas and towers, which are under the definition of “Telecommunication facility.”

“Building materials stores and yards” means retail establishments selling lumber and other large building materials, where most display and sales occur indoors. Includes stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air conditioning equipment and supplies are classified in “Wholesaling and distribution.” Hardware stores are listed in the definition of “Retail, general,” even if they sell some building materials. Also see “Home improvement supplies” for smaller specialty stores.

“Bus and transit shelter” means a small structure designed for the protection and convenience of waiting transit passengers and that has a roof and usually two or three sides.

“Business support services” means establishments primarily within buildings, providing other businesses with services such as maintenance, repair and service, testing, rental, etc. Support services include, but are not limited to:

1. Equipment repair services (except vehicle repair; see “Vehicle services”);
2. Commercial art and design (production);
3. Computer-related services (rental, repair);
4. Copying, quick printing, and blueprinting services (other than those defined as “Printing and publishing”);
5. Equipment rental businesses within buildings (rental yards are “storage yards”);
6. Film processing laboratories;
7. Heavy equipment repair services where repair occurs on the client site;
8. Janitorial services;
9. Mail advertising services (reproduction and shipping);
10. Mailbox services;
11. Outdoor advertising services; and
12. Photocopying and photofinishing.

“Call center” means an office equipped to handle a large volume of calls, especially for taking orders or servicing customers.

“Car washing” means permanent, drive-through, self-service, and/or attended car washing establishments, including fully mechanized facilities. May include detailing services. Temporary car washes (e.g., fundraising activities generally conducted at a service station or other automotive-related business, where volunteers wash vehicles by hand, and the duration of the event is limited to one day) are not part of this use classification.

“Card rooms” means gambling establishments that offer card games for play by the public.

“Caretaker housing” means a residence that is accessory to a site with a nonresidential primary use and that is needed for security, 24-hour care or supervision, or monitoring of facilities, equipment, or other conditions on the site.

“Cemeteries” or “mausoleums” means land used for the burial of the dead and dedicated for cemetery purposes, including crematories, columbariums, and mausoleums. Also see “Mortuaries and funeral homes.”

“Check cashing business” means an establishment that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, title cashing, or other commercial paper serving a similar purpose. Also includes establishments primarily engaged in cashing payroll or personal checks for a fee or advancing funds on future checks. This classification does not include a state or federally chartered bank, savings association, credit union or similar financial institution (see “Banks and financial services”).

“Child day care facility” means a state-licensed facility which provides nonmedical care, protection, and supervision to more than 14 children under 18 years of age, on a less than 24-hour basis. Commercial or nonprofit child day care facilities include infant centers, preschools, sick-child centers, and school-age day care facilities. These may be operated in conjunction with a school or church facility, or as an independent land use.

“Clubs, lodges, and private meeting halls” means permanent, headquarters-type and meeting facilities for organizations operating on a membership basis for the promotion of the interests of the members, including facilities for business associations; civic, social and fraternal organizations; labor unions and similar organizations; political organizations; professional membership organizations; and other membership organizations.

“Commercial marijuana uses” means any and all commercial and nonprofit entities, businesses, organizations, facilities, enterprises, buildings, structures, delivery service, vehicle or location, whether fixed or mobile, where recreational or medical marijuana (cannabis), recreational or medical marijuana products, or devices for the use of recreational or medical marijuana or marijuana products are offered, either individually or in any combination, for retail sale, including an establishment that delivers recreational or medical marijuana and recreational marijuana products. “Commercial marijuana uses” also includes any and all uses involving the cultivation, testing, research, distribution, possession, processing, storing, labeling, transporting, or sale of medical or recreational marijuana or recreational or medical marijuana products, regardless of whether such uses are permitted under state laws.

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

“Community garden” means a site used for growing plants for food, fiber, herbs, or flowers, which is shared and maintained by city residents.

“Community garden, private” means an otherwise undeveloped lot divided into multiple plots for the growing and harvesting of fruits, vegetables, flowers, fiber, nuts, seeds, or culinary herbs, primarily for the personal use of the growers, and that is established, operated, and maintained by a group of persons, other than the city. This does not include a private garden or edible landscaping that is incidental to the primary use of the lot.

“Community garden, public” means public land divided into multiple plots that are available to the public for growing and harvesting of fruits, vegetables, flowers, fiber, nuts, seeds, or culinary herbs primarily for the personal use of the growers, and that is established, operated, and maintained by the city.

“Convenience stores” means easy-access retail stores of 5,000 square feet or less in gross floor area, which carry a range of merchandise oriented to convenience and travelers’ shopping needs. These stores may be part of a service station or an independent facility. Also see “Neighborhood market” and “Grocery store/supermarket” for larger stores or stores oriented toward the daily shopping needs of residents.

“Cottage food operation” means a cottage food operation as defined in the California Health and Safety Code.

“Crop production” means raising and harvesting of plants, tree crops, row crops, or field crops on an agricultural or commercial basis, including packing and processing. Includes horticulture establishments engaged in the cultivation of flowers, fruits, vegetables, or ornamental trees and shrubs for wholesale and incidental retail sales. This classification includes accessory agricultural buildings accessory to such uses and roadside stands for display/sale of agricultural products grown on the premises. Excludes uses for which other garden, nursery, or landscape merchandise is stored and sold on the site.

“Detailing or waterless car wash” means a facility that offers interior or exterior cleaning of chrome trim, windows, wheels and other visible components on a vehicle’s exterior. Cleaning typically includes the use of pre-mixed cleaners that are sprayed on and wiped off and very little use of water.

“Drive-in and drive-through sales and service” means facilities where food or other products may be purchased by motorists without leaving their vehicles. These facilities include fast-food restaurants, drive-through coffee, dairy products, photo stores, etc.

“Dwelling, accessory unit” means an attached or detached dwelling unit which provides complete independent living facilities for one or more persons, with permanent provisions for living, sleeping, eating, cooking, and sanitation sited on the same parcel as the primary dwelling unit. This definition includes granny flats.

“Dwelling, multifamily” means a building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord (e.g., apartment, apartment house, townhouse, condominium).

“Dwelling, single-family” means a building designed exclusively for occupancy by one family on a single lot. This classification includes manufactured homes (defined in California Health and Safety Code Section 18007) and model homes for the first sale of homes within the subdivision.

“Dwelling, two-family” means an attached building (e.g., duplex) designed for occupancy by two families living independently of each other, where both dwellings are located on a single lot. For the purposes of this title, this definition also includes halfplexes (two attached units, each with a separate lot). More than one two-family dwelling may be located on a single lot consistent with the density provisions of the General Plan. Does not include accessory dwelling units (see “Dwelling, accessory unit”).

“E-cigarette lounge” and “vapor bar” means any business, facility, building, establishment, structure or location, whether fixed or mobile, where customers or others utilize a heating element or other device that vaporizes a liquid solution that releases nicotine or flavored vapor, including but not limited to e-cigarettes, hookah pens, e-hookahs, or vape pipes. E-cigarette lounge and vapor bar shall include private smokers lounge and smokers lounge as defined below. “E-cigarette” or “electronic cigarette” shall have the same definition as that in RCMC 6.84.020(F).

1. “Hookah bar” means any business, facility, building, establishment, structure or location, whether fixed or mobile, where customers or others utilize hookahs, pipes, or other mechanisms placed at various locations throughout the establishment to smoke tobacco or other substances.

2. “Private smokers’ lounges” or “smokers’ lounges” means any enclosed or unenclosed area within or attached to a retail or wholesale tobacco store or smoke shop that is dedicated, in whole or in part, to the use of tobacco or e-cigarette products, including but not limited to cigarettes, cigars, pipes, hookahs, e-cigarettes, hookah pens, e-hookahs, or vape pipes or pens. Such area need not be separated from the main floor area of the retail establishment.

“Emergency facilities” means a temporary facilities to accommodate emergency public health and safety needs and activities.

“Emergency shelter” means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

“Equestrian facility, commercial” means commercial horse, donkey, and mule facilities including horse ranches, boarding stables, riding schools and academies, horse exhibition facilities (for shows or other competitive events), pack stations, and barns, stables, corrals, and paddocks accessory and incidental to these uses.

“Equestrian facility, hobby” means stables, corrals, and paddocks used by the individual homeowners of corresponding property and their animals.

“Equipment sales and rental” means service establishments with outdoor storage/rental yards, which may offer a wide variety of materials and equipment for rental (e.g., construction equipment).

“Family day care home, large” means state-licensed facilities that provide nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally for seven to 14 children. As described in the California Health and Safety Code, large day care homes may provide services for up to 16 children when specific conditions are met.

“Family day care home, small” means state-licensed facilities that provide nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally to six or fewer children. As described in the California Health and Safety Code, small day care homes for children may provide services for up to eight children when specific conditions are met.

“Fuel storage and distribution” means a large-scale facility where fuel (such as propane and gasoline) is stored and distributed without retail sales.

“Furniture, furnishings, and appliance stores” means stores engaged primarily in selling the following products and related services, including incidental repair services: draperies, floor coverings, furniture, glass and chinaware, home appliances, home furnishings, home sound systems, interior decorating materials and services, large musical instruments, lawn furniture, moveable spas and hot tubs, office furniture, other household electrical and gas appliances, outdoor furniture, refrigerators, stoves, and televisions.

“Garden center/plant nursery” means establishments providing for the cultivation and sale of ornamental trees, shrubs, and plants, including the sale of garden and landscape materials (packaged and/or bulk sale of unpackaged materials) and equipment.

“Golf courses/clubhouse” means golf courses and accessory facilities and uses including clubhouses with bar and restaurant, locker and shower facilities, driving ranges, “pro shops” for on-site sales of golfing equipment, and golf cart storage and sales facilities.

“Grocery store/supermarket” means a retail business of more than 15,000 square feet in size, where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store. These full-service businesses do not typically have limited hours of operation. See separate but related listings for “Neighborhood market” and “Convenience store.”

“Group residential” means shared living quarters without separate kitchen and/or bathroom facilities for each room or unit. This classification includes residential hotels, fraternities, sororities, convents, rectories, and private residential clubs but does not include living quarters shared exclusively by a family. This category includes boarding houses, which are defined as a building other than a hotel or restaurant where meals or lodging or both meals and lodging are provided for compensation for four or more persons.

“Guest house” means a detached structure accessory to a single-family dwelling, accommodating living/sleeping quarters, but without kitchen or cooking facilities.

“Heliport” means a designated, marked area on the ground or the top of a structure where helicopters may land at any time.

“Hog farm, commercial” means any premises used for the raising or keeping of hogs when raised, fed, and fattened for purposes of sale and consumption by other than the owner of the site. In agricultural and agricultural-residential zoning districts, the term “hog farm, commercial” does not exclude the raising of hogs as part of general agricultural practices and 4-H purposes (also see “Animal keeping”).

“Home improvement supplies” means establishments (retail or wholesale) that sell kitchen, bath, furnishings, carpeting, and other home-oriented supplies. Other retail uses are permitted if accessory to the primary use. These uses may include an expansive showroom. This category does not include the sale of lumber and does not permit the outdoor display of merchandise. This use classification is a subcategory of the larger building materials stores and yards use classification and may be combined with or separate from such uses.

“Home occupation” means the conduct of a business within a dwelling unit or residential site, employing occupants of the dwelling, with the business activity being subordinate to the residential use of the property. Examples include, but are not limited to, accountants and financial advisors, architects, artists, attorneys, offices for construction businesses (no equipment or material storage), and real estate sales.

“Hookah bar” means any business, facility, building, establishment, structure or location, whether fixed or mobile, where customers or others utilize hookahs, pipes, or other mechanisms placed at various locations throughout the establishment to smoke tobacco or other substances.

“Hotels and motels” means facilities with guest rooms or suites, provided without kitchen facilities, rented to the general public for transient lodging (less than 30 days). Hotels provide access to most guest rooms from an interior walkway and typically include a variety of services in addition to lodging; for example, restaurants, meeting

facilities, personal services, etc. Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

“Hotels and motels, extended stay” means facilities with guest rooms or suites, provided with kitchen facilities, rented to the general public for transient lodging (less than 30 days) or for longer periods of time. Hotels provide access to most guest rooms from an interior walkway and typically include a variety of services in addition to lodging; for example, restaurants, meeting facilities, personal services, etc. Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

“Hydroponics” means a method of growing plants in soil-less medium or an aquatic-based environment in which plant nutrients are distributed via water.

“Indoor amusement/entertainment facilities” means establishments providing indoor amusement and entertainment services for a fee or admission charge, including dance halls and ballrooms and electronic game arcades, as primary uses. Four or more electronic games or coin-operated amusements in any establishment, or a premises where 50 percent or more of the floor area is occupied by amusement devices, are considered an electronic game arcade as described above; three or less machines are not considered a land use separate from the primary use of the site.

“Indoor fitness and sports facilities” means predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include bowling alleys, billiard parlors, ice/roller skating rinks, indoor racquetball courts, indoor climbing facilities, soccer areas, athletic clubs, and health clubs. This use does not include special studios not a part of an athletic or health club (e.g., karate studio, dance studio, etc.). Also see “Schools, private and special/studio.”

Kennels, Commercial. These facilities provide boarding of animals as the primary use of the facility. May also include day-time boarding and activity for animals (e.g., “doggie day care”) and ancillary grooming facilities. Also see “Animal sales and grooming.”

“Kennels, hobby” means facilities for the keeping, boarding, or maintaining of five or more dogs (four months of age or older) or five or more cats. Excludes dogs or cats for sale in pet shops or patients in animal hospitals. This includes a kennel where the animals are owned or kept by the owner or occupant for personal, noncommercial purposes, including hunting, tracking, exhibiting at shows, exhibitions, field trials or other competitions, or for enhancing or perpetuating a given breed, other than dogs or cats used in conjunction with an agricultural operation on the lot or premises.

“Libraries and museums” means public or quasi-public facilities including aquariums, arboretums, art exhibitions, botanical gardens, historic sites and exhibits, libraries, museums, and planetariums, which are generally noncommercial in nature.

“Live-work facility” means a structure or portion of a structure:

1. That combines a commercial or manufacturing activity allowed in the zone with a residential living space for the owner of the commercial or manufacturing business, or the owner’s employee, and that person’s household;
2. Where the resident owner or employee of the business is responsible for the commercial or manufacturing activity performed; and
3. Where the commercial or manufacturing activity conducted takes place subject to a valid business license associated with the premises.

“Low Barrier Navigation Center” means a housing first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

“Maintenance and repair, small equipment” means establishments providing on-site repair and accessory sales of supplies for appliances, office machines, home electronic/mechanical equipment, bicycles, tools, or garden equipment, conducted entirely within an enclosed building. This classification does not include maintenance and repair of vehicles.

Manufactured Home. California Health and Safety Code Section 18007 defines a manufactured home as a structure that meets the following criteria:

1. Transportable in one or more sections;
2. When in the traveling mode, is eight body feet or more in width, or 40 body feet or more in length, or, when erected on site, is 320 or more square feet;
3. Built on a permanent chassis;
4. Designed to be used as a residential dwelling;
5. Erected with or without a permanent foundation when connected to the required utilities;
6. Includes the plumbing, heating, air conditioning, and electrical systems contained therein.

This term shall include any structure which meets all the requirements of this definition except the size requirements so long as the manufacturer voluntarily files a certification and complies with the standards established under this definition. “Manufactured home” includes a mobile home subject to the National Manufactured Housing Construction and Safety Act of 1974 (42 USC Section 5401 et seq.).

“Manufacturing, major” means manufacturing, fabrication, processing, and assembly of materials in a raw form. Uses in this category typically create greater than usual amounts of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on site or on an adjacent site. Uses include but are not limited to batch plants, rendering plants, aggregate processing facilities, and plastics and rubber products manufacturing. Also see “Manufacturing, minor” and “Manufacturing, small scale.” “Manufacturing” shall not mean any uses involving medical or recreational marijuana products.

“Manufacturing, minor” means manufacturing, fabrication, processing, and assembly of materials from parts that are already in processed form and that, in their maintenance, assembly, manufacture, or plant operation, do not create excessive amounts of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on site or on an adjacent site. Uses include but are not limited to furniture manufacturing and cabinet shops, laundry and dry cleaning plants, metal products fabrication, and food and beverage manufacturing, processing and assembly. Also see “Manufacturing, major” and “Manufacturing, small scale.” “Manufacturing” shall not mean any uses involving medical or recreational marijuana products.

“Manufacturing, small scale” means establishments manufacturing and/or assembling small products primarily by hand, including but not limited to jewelry, pottery and other ceramics, as well as small glass and metal art and craft products. This use category also includes minor manufacturing, so long as the activity occurs on a small scale and within spaces less than 20,000 square feet in size. Also see “Manufacturing, major” and “Manufacturing, minor.”

“Market garden” means the cultivation of fruits, vegetables, flowers, fiber, nuts, seeds that involves the sale or donation of its produce to the public to the public located outside of agricultural zoning districts.

“Massage parlor” means an establishment where customers can receive a massage.

“Medical marijuana dispensary” means (1) any facility, building, structure, delivery service, vehicle or location, whether fixed or mobile, where a primary caregiver makes available, sells, transmits, gives or otherwise provides medical marijuana (cannabis) to two or more of the following: a qualified patient or a person with an identification card, or a primary caregiver, in strict accordance with California Health and Safety Code Section 11362.5 et seq.; or (2) any facility, building, structure, delivery service, vehicle or location, whether fixed or mobile, where qualified patients and/or persons with identification cards and/or primary caregivers meet or congregate in order to collectively or cooperatively distribute, sell, dispense, transmit, process, deliver, exchange or give away marijuana

for medicinal purposes pursuant to California Health and Safety Code Section 11362.5 et seq. and such group is organized as a medical marijuana cooperative or collective as set forth in the Attorney General Guidelines; or (3) any facility, building, structure, vehicle or location, whether fixed or mobile, where medical marijuana, medical marijuana products, or devices for the use of medical marijuana or medical marijuana products are offered, either individually or in any combination, for retail sale, including an establishment that delivers medical marijuana and medical marijuana products as part of a retail sale. The terms “primary caregiver,” “qualified patient,” and “person with an identification card” shall be as defined in California Health and Safety Code Section 11362.5 et seq.

The terms “primary caregiver,” “qualified patient,” and “person with an identification card” shall be as defined in California Health and Safety Code Section 11362.5 et seq.

A “medical marijuana dispensary” shall not include the following uses, as long as the location of such uses is otherwise regulated by applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code; a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; a residential hospice, or a home health agency licensed pursuant to Chapter 8 of the California Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, California Health and Safety Code Section 11362.5 et seq.

“Medical services, extended care” means residential facilities providing nursing and health-related care as a primary use with inpatient beds, such as board and care homes, convalescent and rest homes, extended care facilities, and skilled nursing facilities. Long-term personal care facilities that do not emphasize medical treatment are included under “Residential care home.”

“Medical services, general” means facilities primarily engaged in providing outpatient medical, mental health, surgical, and other personal health services, but which are separate from hospitals, including medical and dental laboratories, medical, dental and psychiatric offices, outpatient care facilities, and other allied health services. Counseling services by other than medical doctors or psychiatrists are included under “Offices.”

“Medical services, hospitals” means hospitals and similar facilities engaged primarily in providing diagnostic services and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses (see the separate definition of “Retail, accessory”), and emergency heliports.

“Mobile/manufactured home” means a trailer, transportable in one or more sections, that is certified under the National Manufactured Housing Construction and Safety Standards Act of 1974, which is over eight feet in width and 40 feet in length, with or without a permanent foundation and not including a recreational vehicle, commercial coach, or factory-built (modular) housing (single-family dwelling). A mobile home on a permanent foundation is included under the definition of single-family dwellings.

“Mobile home” means a transportable structure which is built on a permanent chassis and designed as a dwelling when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein (California Health and Safety Code Sections 18007 and 18008). A mobile home is included in the definition of “Manufactured home,” and the minimum dimensions for a mobile home are eight feet wide, 40 feet long, and a total area of 320 square feet.

“Mobile home park” means a residential facility arranged or equipped for the accommodation of two or more mobile homes, with spaces for such mobile homes available for rent, lease, or purchase, and providing utility services and other facilities either separately or in common to mobile home spaces therein.

“Mobile home park” means any site that is planned and improved to accommodate two or more mobile homes used for residential purposes, or on which two or more mobile home lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for residential purposes.

“Mortuaries and funeral homes” means funeral homes and parlors, where the deceased are prepared for burial or cremation and funeral services may be conducted.

“Neighborhood market” means a pedestrian-oriented grocery/specialty market store offering food products packaged for preparation and consumption away from the site of the store and oriented to the daily shopping needs of surrounding residential areas. Neighborhood markets are more than 5,000 square feet and less than 15,000 square feet in size and operate less than 18 hours per day. For larger stores, see “Grocery store/supermarket.” Neighborhood markets may include deli or beverage tasting facilities that are ancillary to the market/grocery portion of the use.

“Offices, accessory” means offices that are incidental and accessory to another business or sales activity that is the primary use (part of the same tenant space or integrated development). The qualification criteria for this definition is that the floor area of the accessory office use shall not exceed 50 percent of the total net habitable or leaseable floor area of the tenant space for a single-use development or the combined floor area of an integrated development for a mixed-use project.

Offices, Business and Professional. This use listing includes offices of administrative businesses providing direct services to consumers (e.g., insurance companies, utility companies), government agency and service facilities (e.g., post office, civic center), professional offices (e.g., accounting, attorneys, employment, public relations), and offices engaged in the production of intellectual property (e.g., advertising, architectural, computer programming, photography studios). This use does not include medical offices (see “Medical services”), temporary offices (see Chapter 23.922 RCMC, Temporary Uses), or offices that are incidental and accessory to another business or sales activity that is the primary use (see “Offices, accessory”). Outdoor storage of materials is prohibited.

“Outdoor commercial recreation” means facilities for various outdoor participant sports and types of recreation where a fee is charged for use (e.g., amphitheaters, amusement and theme parks, golf driving ranges, health and athletic clubs with outdoor facilities, miniature golf courses, skateboard parks, stadiums and coliseums, swim and tennis clubs, water slides, zoos).

“Park and ride facility” means a designated area where a vehicle may be left in order to carpool with other commuters or to ride public transit.

“Parking facility” means a parking lot or parking structure used for parking motor vehicles where the facility is the primary use of the site. Parking structures and lots that are developed in conjunction with another primary use of the site to satisfy the on-site parking requirements for the development are not included in this definition.

“Parks and public plazas” means public parks including playgrounds and athletic fields/courts and public plazas and outdoor gathering places for community use. If privately owned and restricted to the public (e.g., require payment of fee), the same facilities are included under the definition of “Outdoor commercial recreation.”

“Pawnshop” means, consistent with RCMC 4.30.010, any room, store, building, or other place in which the business of pawn brokering, or the business of lending money upon personal property, pawns or pledges, or the business of purchasing articles from vendors or their assignees at prices agreed upon at or before the time of such purchase, is engaged in, carried on, or conducted.

“Personal services” means establishments providing nonmedical services as a primary use, including, but not limited to, barber and beauty shops, permanent makeup application, clothing rental, dry cleaning pick-up stores with limited equipment, home electronics and small appliance repair, laundromats (self-service laundries), shoe repair shops, and tailors. These uses may also include accessory retail sales of products related to the services provided, spas and hot tubs for rent, and tanning salons.

“Printing and publishing” means establishments engaged in printing by letterpress, lithography, gravure, screen, offset, or electrostatic (xerographic) copying, and other establishments serving the printing trade including bookbinding, typesetting, engraving, photoengraving, and electrotyping. This use also includes establishments that publish newspapers, books, and periodicals, and establishments manufacturing business forms and binding devices. Does not include “quick printing” services or desktop publishing, which are included in “Business support services.”

“Private garden” means a private food-producing garden located in the front, side, or rear yard, courtyard, balcony, fence, wall, window sill or basement that is accessory to the primary use of a site. This definition does not include incidental fruit and vegetable plants as part of an ornamental garden for individual, rather than resale, use.

“Private smokers’ lounges” or “smokers’ lounges” means any enclosed or unenclosed area within or attached to a retail or wholesale tobacco store or smoke shop that is dedicated, in whole or in part, to the use of tobacco or e-cigarette products, including but not limited to cigarettes, cigars, pipes, hookahs, e-cigarettes, hookah pens, e-hookahs, or vape pipes or pens. Such area need not be separated from the main floor area of the retail establishment.

“Public safety facility” means a facility operated by public agencies including fire stations, other fire prevention and firefighting facilities, and police and sheriff substations and headquarters, including interim incarceration facilities.

“Recreational vehicle park” means a site where one or more lots are used, or are intended to be used, by campers with recreational vehicles or tents. Recreational vehicle parks may include public restrooms, water, sewer, and electric hookups to each lot and are intended as a higher density, more intensively developed use than campgrounds. May include accessory retail uses where they are clearly incidental and intended to serve RV park patrons only.

“Recycling facility – collection” means a recycling facility used for the acceptance by donation, redemption, or purchase of recyclable materials from the public that does not occupy more than 500 square feet. This classification may include a mobile unit, kiosk-type units that may include permanent structures, and unattended containers placed for the donation of recyclable materials. This also includes so-called “reverse vending machines,” an automated mechanical device that accepts one or more types of empty beverage containers including, but not limited to, aluminum cans, glass bottles and plastic bottles, and issues a cash refund or a redeemable credit slip with value of not less than the container’s redemption value as determined by the state.

“Recycling facility – processing” means a recycling facility located in a building or enclosed space and used for the collection and processing of recyclable materials. “Processing” means the preparation of material for efficient shipment or to an end user’s specifications by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing. Collection of recycling materials as the sole activity is included in the definition of “Recycling facility – collection.”

“Recycling facility – scrap and dismantling” means uses engaged in the assembling, breaking up, sorting, temporary storage, and distribution of recyclable or reusable scrap and waste materials. This use does not include landfills or other terminal waste disposal sites. Also see “Auto vehicle dismantling” for related use for automobiles. Collection of recycling materials as the sole activity is included in the definition of “Recycling facility – collection.”

“Religious institutions” means facilities operated by religious organizations for worship or the promotion of religious activities (e.g., churches, mosques, synagogues, temples) and accessory uses on the same site (e.g., living quarters for ministers and staff, child day care facilities which were authorized in conjunction with the primary use). Other establishments maintained by religious organizations, such as full-time educational institutions, hospitals, and other potentially related operations (e.g., recreational camp), are classified according to their respective activities.

“Research and development” means indoor facilities for scientific research, and the design, development, and testing of electrical, electronic, magnetic, optical, and mechanical components in advance of product manufacturing, that are not associated with a manufacturing facility on the same site. Includes but is not limited to chemical and biotechnology research and development. Does not include computer software companies (see “Offices, business and professional”), soils and other materials testing laboratories (see “Business support services”), or medical laboratories (see “Medical services, general”). Does not include medical or recreational marijuana (cannabis) research facilities.

“Residential care facility” means, consistent with the definitions of state law, a facility that provides 24-hour nonmedical care for more than six persons 18 years of age or older, or emancipated minors, with chronic, life-threatening illness in need of personal services, protection, supervision, assistance, guidance, or training essential for sustaining the activities of daily living or for the protection of the individual. This classification includes, but is not limited to, residential care facilities for the elderly, adult residential facilities, wards of the juvenile court, and other facilities licensed by the state of California.

“Residential care home (large)” means, consistent with the definitions of state law, a home that provides 24-hour nonmedical care for more than six persons 18 years of age or older, or emancipated minors, with chronic, life-threatening illness in need of personal services, protection, supervision, assistance, guidance, or training essential for sustaining the activities of daily living or for the protection of the individual. This classification includes, but is not limited to, rest homes, residential care facilities for the elderly, adult residential facilities, wards of the juvenile court, and other facilities licensed by the state of California. Convalescent homes, nursing homes, and similar facilities providing medical care are included under the definition of “Medical services, extended care.”

“Residential care home (small)” means, consistent with the definitions of state law, a home that provides 24-hour nonmedical care for six or fewer persons 18 years of age or older, or emancipated minors, with chronic, life-threatening illness in need of personal services, protection, supervision, assistance, guidance, or training essential for sustaining the activities of daily living or for the protection of the individual. This classification includes, but is not limited to, rest homes, residential care facilities for the elderly, adult residential facilities, wards of the juvenile court, and other facilities licensed by the state of California. Convalescent homes, nursing homes, and similar facilities providing medical care are included under the definition of “Medical services, extended care.”

“Resource protection and restoration” means activities and management of an area to preserve, re-create, and enhance natural resource values such as fish and wildlife habitat, rare and endangered plants, vernal pools, erosion control, and floodwater conveyance.

“Resource-related recreation” means facilities related to passive recreation in open space areas including bicycle and pedestrian trails, picnic areas, parking areas, and interpretive centers.

“Restaurant” means a retail business selling food and beverages prepared and/or served on the site, for on- or off-premises consumption. Includes eating establishments where customers are served from a walk-up ordering counter for either on- or off-premises consumption and establishments where most customers are served food at tables for on-premises consumption, but may include providing food for take-out. Also includes coffee houses and accessory cafeterias as part of office and industrial uses.

“Retail, accessory” means the retail sales of various products (including food service) in a store or similar facility that is located within a health care, hotel, office, or industrial complex. These uses include but are not limited to pharmacies, gift shops, and food service establishments within hospitals, and convenience stores and food service establishments within hotel, office, and industrial complexes. This use category also includes retail associated with industrial uses for the products sold, distributed, or manufactured on site. The permitted retail area of the accessory use is based on the total square footage of the tenant space of a single-use development or the combined floor area of an integrated development in a mixed-use project.

“Retail, general” means stores and shops selling multiple lines of merchandise. These stores and lines of merchandise include but are not limited to art galleries, bakeries (all production in support of on-site sales), clothing and accessories, collectibles, department stores, drug and discount stores, dry goods, fabrics and sewing supplies, florists and houseplant stores (indoor sales only; outdoor sales are plant nurseries and included in the definition of “Garden center/plant nursery”), furniture, home furnishings and equipment, general stores, gift shops, hardware, hobby materials, musical instruments, parts and accessories, newsstands, pet supplies, specialty shops, sporting goods and equipment, stationery, and variety stores.

“Retail, warehouse club” means retail stores that emphasize the packaging and sale of products in large quantities or volumes, some at discounted prices. Sites and buildings are usually large and industrial in character. Patrons may be required to pay membership fees.

“Schools, private and special/studio” includes private educational institutions (e.g., boarding schools, business, secretarial and vocational schools, colleges and universities, establishments providing for courses by mail or online), and special schools/studios (e.g., art, ballet and other dance, computers and electronics, drama, driver education, language, music, photography). This also includes dormitories as an accessory use to a private school. Also includes facilities, institutions, and conference centers that offer specialized programs in personal growth and development (e.g., fitness training studios, gymnastics instruction, and aerobics and gymnastics studios, environmental awareness, arts, communications, management). Also see “Indoor fitness and sports facilities.”

“Schools, public” means public educational institutions such as community colleges, universities, elementary schools, middle/junior high schools, high schools, and military academies. This also includes dormitories as an accessory use to a public school. “Service station” means a retail business selling gasoline or other motor vehicle fuels. Vehicle services which are incidental to fuel services are included under “Vehicle services – minor.”

“Sexually oriented business” means adult bookstores, adult motion picture theaters, adult live theaters, adult video stores, or any establishment that consists of a combination of such uses. An adult bookstore is a building or a portion thereof used by an establishment either (1) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of books, magazines, or other publications, is devoted to the sale of books, magazines, or other publications which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070 and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (2) where 25 percent or more of the total number of books, magazines, or other publications offered for sale to the public consist of books, magazines, or other publications which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070 and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18. An adult motion picture theater is a building or portion thereof or an area, open or enclosed, which regularly features motion pictures distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070 or specified anatomical areas as defined in RCMC 23.1104.070. An adult live theater is a building or portion thereof or an area, open or enclosed, which regularly features live performances distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070 or specified anatomical areas as defined in RCMC 23.1104.070 for observation by patrons or customers. An adult video store is a building or portion thereof used by an establishment either (1) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of videos, is devoted to the sale or rental of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (2) where 25 percent or more of the total number of videos offered for sale or rental to the public consist of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18.

“Single room occupancy (SRO) facilities” means multi-unit housing for very low income persons that typically consists of a single room and shared bath and also may include a shared common kitchen and common activity area. SROs may be restricted to seniors or be available to persons of all ages. Subsidized versions may be supervised by a government housing agency.

“Smoke shop” means an establishment selling smoking, drug, and/or traditional or electronic tobacco paraphernalia or products where 15 percent or more of the total floor or shelf area is devoted to selling tobacco products (as defined in RCMC 4.07.030). Limited sales of tobacco products that commonly occur within convenience stores or service stations are not included in this definition. Smoking, as defined in RCMC 6.84.020(S), shall be prohibited within all smoke shops, unless the establishment has been formally permitted to operate a private smokers’ lounge under applicable state and local laws.

“Storage, personal storage facility” means a structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand.

“Storage, warehouse” means a facility for the storage of furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include warehouse, storage, or mini-storage facilities offered for rent or lease to the general public (see “Storage, personal storage facility”) or warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see “Wholesaling and distribution”).

“Storage, yards” means the storage of various materials outside of a structure other than fencing, either as an accessory or principal use.

“Supportive housing” means a combination of affordable housing and services. Supportive housing is typically for individuals and families confronted with homelessness and who also have very low incomes and/or serious life challenges. Supportive housing can be coupled with such social services as job training, life skills training, alcohol and drug abuse programs, and case management to populations in need of assistance, including the developmentally disabled, those suffering from dementia, including Alzheimer’s disease, and the frail elderly.

“Target population” means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

“Tasting room, off-site” means a facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a standalone retail use. Food preparation is not permitted. Prepackaged foods may be sold on premises. Patrons may carry food on site for personal consumption. Tasting rooms must comply with the retail hours of operation of 10:00 a.m. to 11:00 p.m. On-site tasting rooms are included as an accessory use in “Brewery, winery, distillery.” Any facilities not operating with these standards are considered “Bars and nightclubs.”

“Tattoo parlor” means any establishment that engages in the business of tattooing and/or branding human beings.

“Telecommunication facility” means a facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices, including a transmission tower, antenna, and/or other facility designed or used for that purpose. Amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not telecommunication facilities.

“Theaters and auditoriums” means indoor facilities for public assembly and group entertainment, other than sporting events (e.g., civic theaters, facilities for “live” theater and concerts, exhibition and convention halls, motion picture theaters, auditoriums). Does not include outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events; see “Outdoor commercial recreation.”

“Thrift store” means a retail establishment selling secondhand goods donated by members of the public.

“Trade school” means a type of higher learning school that focuses on job skill training rather than academics in the liberal arts. Trade schools focus on a particular set of skills that are taught to students looking to enter a certain career field. These schools help to train workers to perform the tasks needed to work in certain fields, and they usually do it in a shorter period of time than traditional universities.

“Transit facilities” means maintenance and service centers for the vehicles operated in a mass transportation system. Includes buses, taxis, railways, etc.

“Transit stations and terminals” means passenger stations for vehicular and rail mass transit systems.

“Transitional housing” means housing that has a predetermined end point in time and operated under a program which provides supportive services to assist in finding and keeping permanent housing. The program length is typically no less than six months.

“Utility facilities and infrastructure” includes the following:

1. Fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: electrical substations and switching stations, natural gas regulating and distribution facilities, public water system wells, treatment plants and storage, telephone switching facilities, wastewater treatment plants,

settling ponds and disposal fields. These uses do not include office or customer service centers (classified in “Offices”) or equipment and material storage yards.

2. Pipelines for potable water, reclaimed water, natural gas, and sewage collection and disposal, and facilities for the transmission of electrical energy for sale, including transmission lines for a public utility company. Also includes telephone, telegraph, cable television, and other communications transmission facilities utilizing direct physical conduits.

“Urban agriculture” means the production of food in a form and scale that is appropriate for the urban context. Urban agriculture includes: market garden, private community garden, public community garden, private garden, and aquaculture.

“Urban agriculture stand” means a temporary produce stand that is accessory to an urban agriculture use.

“Vehicle services – major” means the repair, alteration, restoration, towing, painting, cleaning (e.g., self-service and attended car washes), or finishing of automobiles, trucks, recreational vehicles, boats, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. This use includes major repair and body work repair facilities dealing with entire vehicles; such establishments typically provide towing, collision repair, other body work, and painting services and may also include tire recapping establishments.

“Vehicle services – minor” means minor facilities that specialize in limited aspects of repair and maintenance (e.g., muffler and radiator shops, quick-lube, smog check). Does not include repair shops that are part of a vehicle dealership on the same site (see “Auto and vehicle sales”) or automobile dismantling yards, which are included under “Recycling facility – scrap and dismantling.”

“Veterinary facility” means a veterinary facility that is primarily enclosed, containing only enough cage arrangements as necessary to provide services for domestic and exotic animals requiring acute medical or surgical care with accessory outdoor use that provides long-term medical care. Grooming and boarding of animals is allowed only if accessory to the facility use.

“Wholesaling and distribution” means establishments engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm, or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. Includes such establishments as agents, merchandise or commodity brokers, and commission merchants, assemblers, buyers and associations engaged in the cooperative marketing of farm products, merchant wholesalers, and stores primarily selling electrical, plumbing, heating and air conditioning supplies and equipment. [Ord. 3-2019 § 5 (Exh. A); Ord. 15-2018 § 4 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 1-2016 § 6; Ord. 8-2015 § 4 (Exh. B); Ord. 13-2014 § 7; Ord. 15-2013 § 3; Ord. 13-2013 § 4 (Exh. B); Ord. 17-2013 § 3; Ord. 12-2011 § 3 (Exh. A); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 10.1.020). Formerly 23.1101.020].

Chapter 23.128

REASONABLE ACCOMMODATION

Sections:

- 23.128.010 Purpose.
- 23.128.020 Applicability.
- 23.128.030 Application required.
- 23.128.040 Approval authority.
- 23.128.050 Public hearing notice and procedure.
- 23.128.060 Notice of decision.
- 23.128.070 Approval findings.
- 23.128.080 Conditions of approval.
- 23.128.090 Appeals.
- 23.128.100 Permit expiration.
- 23.128.110 Amendments.

23.128.010 Purpose.

This chapter provides a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (collectively, the Acts) in the application of zoning laws and other land use regulations, policies, and procedures. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.10.010)].

23.128.020 Applicability.

A. A request for reasonable accommodation may be made by any person with a disability, their representative, or any entity, when the application of a requirement of this zoning code or other city requirement, policy, or practice acts as a barrier to fair housing opportunities. A “person with a disability” is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment, or anyone who has a record of such impairment. This chapter is intended to apply to those persons who are defined as disabled under the Acts.

B. A request for reasonable accommodation may include a modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

C. A reasonable accommodation is granted to the household that needs the accommodation and does not apply to successors in interest to the site.

D. A reasonable accommodation may be granted in compliance with this chapter without the need for the approval of a variance. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.10.020)].

23.128.030 Application required.

An application for a reasonable accommodation permit shall be filed in accordance with RCMC 23.110.040 (Application requirements). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.10.030)].

23.128.040 Approval authority.

A reasonable accommodation permit is a limited discretionary decision by the director as designated in RCMC 23.104.030 (Recommending and approval authority). [Ord. 4-2017 § 3 (Exh. B)].

23.128.050 Public hearing notice and procedure.

No public hearing is required for review and processing of a reasonable accommodation permit. ~~Any information submitted as part of a reasonable accommodation request shall be stored in a manner to respect privacy of the applicant and shall not be available for public inspection, unless requested pursuant to RCMC 23.110.110 (Notice of pending director determination and opportunity to request hearing). If a public hearing is requested, notice and~~

~~hearing procedures shall be consistent with RCMC 23.110.120 (Notice of public hearing) and RCMC 23.110.130 (Public hearing procedures), respectively. [Ord. 4 2017 § 3 (Exh. B)].~~

23.128.060 Notice of decision.

A written determination granting, granting with modifications, or denying the reasonable accommodation request shall be provided to the applicant within 45 days of the application being deemed complete. [Ord. 4-2017 § 3 (Exh. B)].

23.128.070 Approval findings.

The written decision to grant, grant with modifications, or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

- A. Whether the housing in the request will be used by a qualified individual with a disability under the Acts;
- B. Whether the request for reasonable accommodation is necessary to make specific housing ~~accessible~~available to an individual with a disability under the Acts;
- C. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the city;
- D. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning;
- E. Potential impact on surrounding uses, including damage to other properties;
- F. Physical attributes of the property and structures;
- G. Whether the requested reasonable accommodation would create a direct threat to the safety of others; and
- H. Other reasonable accommodations that may provide an equivalent level of benefit. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.10.040). Formerly 23.128.040].

23.128.080 Conditions of approval.

In granting a request for reasonable accommodation, the approval authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings. The conditions shall also state whether the accommodation granted shall be removed in the event that the person for whom the accommodation was requested no longer resides on the site. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 1.10.050). Formerly 23.128.050].

23.128.090 Appeals.

Appeal of a reasonable accommodation permit may be filed ~~pursuant to with the Planning Department, and subject to review by the City Manager for a decision. RCMC 23.110.160 (Appeals). [Ord. 4 2017 § 3 (Exh. B)].~~

23.128.100 Permit expiration.

Reasonable accommodation permits shall expire three years from the date of approval, unless:

- A. Substantial construction of the permitted use has commenced and is diligently pursued to completion; clear documentation is provided to establish that the permit holder has made a good faith effort to commence work upon the use; the permitted use has clearly been established; actual occupancy of an existing building or land occurs under the terms of the permitted use; or
- B. An extension is approved in accordance with RCMC 23.110.070 (Extension of land use entitlement). [Ord. 4-2017 § 3 (Exh. B)].

23.128.110 Amendments.

An applicant may request an amendment to a reasonable accommodation permit after the final written decision is issued. Amendments shall be processed in accordance with RCMC 23.110.180 (Amendments). [Ord. 4-2017 § 3 (Exh. B)].



Chapter 23.307

AGRICULTURAL ZONING DISTRICTS

Sections:

- 23.307.010 Purpose.
- 23.307.020 Characteristics of the agricultural zoning districts.
- 23.307.030 Allowed land uses and permit requirements.
- 23.307.040 Development standards.

23.307.010 Purpose.

The purpose of this chapter is to establish agricultural zoning districts in the city, along with allowed use and development standards applicable to those districts. These districts are consistent with and implement the city's General Plan agricultural land use categories (general agricultural) as shown in Table 23.301-1 (Zoning Districts). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.3.010)].

23.307.020 Characteristics of the agricultural zoning districts.

The following descriptions of each agricultural zoning district identify the characteristic uses, intensity of uses, and level of development intended for that district:

A. Agricultural (AG) Zoning Districts. These districts are intended to preserve land for agricultural use and operations and discourage the premature conversion of agricultural land to urban uses. The two agricultural zoning districts allow for a wide variety of agricultural and compatible uses on large tracts of land, such as crop production, animal keeping (e.g., livestock), and commercial agricultural-related uses (e.g., stables). The number associated with the AG district corresponds to the minimum lot size in each district and is limited to the following:

1. AG-80 Zoning District (80-Acre Minimum). The AG-80 zone is applied to areas of the city to accommodate a wide range of agricultural uses on parcels of land a minimum of 80 gross acres in size.
2. AG-20 Zoning District (20-Acre Minimum). The AG-20 zone is applied to areas of the city to accommodate agricultural use on parcels a minimum of 20 gross acres in size. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.3.020)].

23.307.030 Allowed land uses and permit requirements.

Table 23.307-1 identifies allowed uses and corresponding permit requirements for the agricultural zoning districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title. Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

Use regulations in the table are shown with a representative symbol by use classification listing: "P" symbolizes uses allowed by right, "AUP" symbolizes uses that require approval of an administrative use permit, "C" symbolizes uses that require approval of a conditional use permit, and "N" symbolizes uses that are not permitted.

Table 23.307-1: Allowed Uses and Permit Requirements for Agricultural Zoning Districts

Land Use Category	AG-80	AG-20	Specific Use Regulations
Residential Uses			
Agricultural Employee (Farmworker) -Housing	AUPAUP	AUAUPP	RCMC 23.9014.040100
Agricultural Single-Family Housing	P	P	RCMC 23.904.040
Caretaker Housing	AUP	AUP	RCMC 23.901.020
Dwelling, Accessory Unit ¹	P	P	RCMC 23.901.060
Dwelling, Single-Family	P	P	
Employee Housing	P	P	
Family Day Care Home, Small	P	P	
Family Day Care Home, Large	AUPP	AUPP	
Garage Sale	P	P	
Group Residential	C	C	
Guest House	P	P	
Home Occupations	P	P	RCMC 23.901.030
Mobile Home	P	P	RCMC 23.901.050
Agriculture, Resource, and Open Space Uses			
Agricultural Tourism	C	C	
Animal Husbandry	P	P	
Animal Keeping, Domestic Pets	P	P	
Animal Keeping, Exotic Animals	P	P	
Animal Keeping, Livestock Animals	P	P	
Animal Keeping, Poultry	P	P	
Beekeeping	P	P	Chapter 8.12 RCMC
Crop Production	P	P	RCMC 23.904.020
Equestrian Facility, Commercial	P	P	RCMC 23.904.020
Equestrian Facility, Hobby	P	P	RCMC 23.904.020
Hog Farm, Commercial	P	P	RCMC 23.904.020
Kennels, Hobby	P	P	RCMC 23.904.020
Recreation, Education, and Public Assembly Uses			
Cemeteries, Mausoleums	C	C	
Clubs, Lodges, and Private Meeting Halls	C	C	
Community Centers/Civic Uses	C	C	

Land Use Category	AG-80	AG-20	Specific Use Regulations
Community Garden	P	P	
Golf Courses/Clubhouses	C	C	
Libraries and Museums	C	C	
Outdoor Commercial Recreation	C	C	
Parks and Public Plazas	P	P	
Public Safety Facility	P	P	
Religious Institutions	C	C	
Resource Protection and Restoration	P	P	
Resource-Related Recreation	P	P	
Schools, Private and Special/Studios	C	C	
Schools, Public	P	P	
Utility, Transportation, and Communication Use Listings			
Airport	N	N	
Bus and Transit Shelters	P	P	
Telecommunication Facility	AUP	AUP	RCMC 23.907.020
Utility Facilities and Infrastructure	AUP	AUP	RCMC 23.907.030
Retail, Service, and Office Uses			
Bed and Breakfast Inns	AUP	AUP	
Child Day Care Facility	AUP	AUP	
Kennels, Commercial	AUP	AUP	
Medical Services, General	N	N	
Medical Services, Hospitals	N	N	
Veterinary Facility	AUP	AUP	
Industrial, Manufacturing, and Processing Uses			
Agricultural Products Processing	C	C	

Notes:

1. Each lot or parcel shall contain a minimum of five gross acres per accessory dwelling unit.

[Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.3.030)].

23.307.040 Development standards.

The following development standards are applicable to the agricultural zoning districts. These standards, along with other development standards (e.g., landscaping requirements, signs, parking standards) in this title and citywide design guidelines, are intended to assist property owners and project designers in understanding the city's minimum requirements and expectations for high quality development.

Table 23.307-2: Agricultural Zoning Districts Development Standards

Development Standard		AG-80	AG-20
Minimum Lot Area		80 acres	20 acres
Maximum Density		1 du/parcel	1 du/parcel
Setbacks:			
Front		50 feet	50 feet
Sides, Interior Lot		50 feet	50 feet
Street Side/Corner Lot		50 feet	50 feet
Rear		50 feet	50 feet
Minimum Lot Dimensions:			
	Width/Frontage	1,000 feet	500 feet
	Depth	1,500 feet	1,500 feet
Height Limit		50 feet ¹	50 feet ¹

Notes:

1. Water tanks, silos, granaries, barns, and similar accessory structures or necessary mechanical appurtenances may exceed a height of 50 feet provided they do not exceed any other height restrictions imposed on the specific location of the structure.

[Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.3.040)].

Chapter 23.310

RESIDENTIAL ZONING DISTRICTS

Sections:

- 23.310.010 Purpose.
- 23.310.020 Characteristics of the residential zoning districts.
- 23.310.030 Allowed land uses and permit requirements.
- 23.310.040 Development standards.

23.310.010 Purpose.

The purpose of this chapter is to establish residential zoning districts in the city, along with allowed use and development standards applicable to those districts. These districts are consistent with and implement the city's General Plan residential land use categories (rural residential, estate residential, low density residential, medium density residential, and high density residential). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.4.010)].

23.310.020 Characteristics of the residential zoning districts.

The following descriptions of each residential zoning district identify the characteristic uses, intensity of uses, and level of development intended for that district:

A. Rural Residential (RR) Zoning District. This district is applied to areas of the city where development is limited to low density concentrations of single-family dwellings. The zone implements the General Plan's rural residential land use category by allowing residential developments between 0.1 and 0.5 dwelling units per acre. The zone is applied to parcels of land along or at the edge of the city, helping to define the city's boundary. The zone is intended to provide a gradual transition of density from the urban core to a rural edge of the community. Development in this zone is characterized by smaller local roads, the rural nature of improvements and services (e.g., no curb, gutter, streetlights), and larger lots. Limited agricultural-related uses (e.g., farming, animal keeping) are permitted in this zone when compatible with the primary residential use.

B. Estate Residential (ER) Zoning District. This district is applied to areas of the city where development is limited to low density concentrations of single-family dwellings. The zone implements the General Plan's estate residential land use category by allowing for residential development between 0.51 and 2.0 dwelling units per acre. The zone is applied to parcels of land near the edge of the city where urban development approaches the rural areas of the region. This zone promotes a gradual transition between urban areas and the rural country by introducing a more rural lifestyle with larger lots (between one-half acre and two acres in size). The ER zone also allows for specific nonresidential development that is in keeping with both the residential and rural nature of the zone, such as public safety facilities, parks, trails, and open space, and religious/institutional facilities. Generally, development within the zone is characterized by larger lots, two-lane roads, and formal curb and gutter at the roadway edge. Street lighting (in addition to safety lighting at intersections) and sidewalks may be included, but are not required. Public water and sewer service is encouraged, but should only be required when it is immediately available to the individual lot or in proximity to a new estate residential development.

C. Residential (RD) Zoning Districts. These districts are established to provide sufficient space in appropriate locations for residential development to meet the housing needs of the city's present and expected future population with due allowance for the need for a choice of sites. There are 12 individual RD zones as listed below. The number associated with the RD district corresponds to the maximum gross density allowed in the district. The general character of each district is listed as part of the allowed density range and is intended to help guide development within the district, consistent with and accompanying descriptions in the General Plan.

1. RD-1 Zoning District (One Dwelling Unit per Acre Maximum). This district should be applied to areas that are semi-rural in character, featuring a combination of larger lots typically found in rural areas but also more urban roadway and infrastructure improvements. This zone is targeted for more executive-style housing and allows for development in the 0.51 to 1.0 dwelling units per acre range, consistent with the estate residential General Plan land use category.

2. RD-2 Zoning District (Two Dwelling Units per Acre Maximum). This district should be applied to areas that are semi-rural in character, featuring a combination of larger lots typically found in rural areas but also more urban roadway and infrastructure improvements. This zone is targeted for more executive-style housing and allows for development in the 1.1 to 2.0 dwelling units per acre range, consistent with the estate residential General Plan land use category.

3. RD-3 Zoning District (Three Dwelling Units per Acre Maximum). This district allows for development in the 2.1 to 3.0 dwelling units per acre range. This district should be applied to areas that are strictly residential; however, other compatible neighborhood support facilities and public/quasi-public uses, such as parks, religious institutions, and community gathering facilities, may be located in the district.

4. RD-4 Zoning District (Four Dwelling Units per Acre Maximum). This district should be applied to areas that are generally residential; however, the district does allow for other compatible neighborhood support facilities and public/quasi-public uses, such as parks, religious institutions, and community gathering facilities. The district allows for development in the 3.1 to 4.0 dwelling units per acre range.

5. RD-5 Zoning District (Five Dwelling Units per Acre Maximum). This district makes up the vast majority of residential development built in the city prior to incorporation. The zone allows for residential development in the 4.1 to 5.0 dwelling units per acre range, as well as other compatible neighborhood support facilities and public/quasi-public uses, such as parks, religious institutions, and community gathering facilities.

6. RD-6 Zoning District (Six Dwelling Units per Acre Maximum). This district allows for development between 5.1 and 6.0 dwelling units per acre. This district should be applied to areas that are primarily single-family residential; however, the district does allow for other compatible neighborhood support facilities and public/quasi-public uses, such as parks, religious institutions, and community gathering facilities.

7. RD-7 Zoning District (Seven Dwelling Units per Acre Maximum). This is a medium density residential zoning district, allowing development in the 6.1 to 7.0 dwelling units per acre range. Properties in this zone typically include higher density single-family homes (attached and detached). Other compatible neighborhood support uses may also be permitted, such as parks and religious institutions.

8. RD-10 Zoning District (10 Dwelling Units per Acre Maximum). As a medium density residential zoning district, this district allows development in the 7.1 to 10.0 dwelling units per acre range and includes both higher density single-family homes (attached and detached) and more traditional multifamily residential development. This district should be applied to areas that are located in proximity to neighborhood and employment centers and provides a compatible transition to lower density residential development.

9. RD-15 Zoning District (15 Dwelling Units per Acre Maximum). As with other medium density residential zoning districts, this district allows for both higher density single-family (attached and detached) and more traditional multifamily residential development. The district allows for residential development in the 10.1 to 15.0 dwelling units per acre range, is typically located in proximity to neighborhood and employment centers, and provides a compatible transition to lower density residential development.

10. RD-20 Zoning District (20 Dwelling Units per Acre Maximum). This district is a high density residential zoning district which allows 18.1 to 20.0 dwelling units per acre. Typical development in this district includes apartments, condominiums, and other high density multifamily dwellings. The district also provides additional living opportunities for people of varying needs and income levels (e.g., residential care facilities, assisted living facilities, congregate care facilities).

11. RD-25 Zoning District (25 Dwelling Units per Acre Maximum). This high density residential district allows for development in the 20.1 to 25.0 dwelling units per acre range and includes apartments, condominiums, and other high density residential multifamily dwellings. The district also provides additional living opportunities for people of varying needs and income levels (e.g., residential care facilities, assisted living facilities, congregate care facilities).

12. RD-30 Zoning District (30 Dwelling Units per Acre Maximum). This district allows for high density residential development (e.g., apartments, condominiums) in the 25.1 to 30.0 dwelling units per acre range. As

with other high density residential districts, this district also provides additional living opportunities for people of varying needs and income levels (e.g., residential care facilities, assisted living facilities, congregate care facilities).

D. Medium Density Residential (MDR). This district designates property for the development of a wide range of housing types with a density range between 6.1 and 18.0 dwelling units per acre. The MDR district is intended for higher density single-family homes (attached or detached), condominiums, and small apartment complexes. This district provides a compatible transition between the lower density residential neighborhoods of the city and the urban centers.

E. High Density Residential (HDR). This district designates property for the development of residential uses with a density between 20.1 and 40.0 dwelling units per acre. The HDR district is intended for higher density residential development, such as apartments, condominiums, lofts, and other multi-story residential uses. This district is typically located along major roadways and transit corridors near and adjacent to or within service and employment centers. High density residential development is designed to be pedestrian- and transit-friendly.

F. Residential Mobile Home (RMH). This district provides for the development of mobile home parks and/or the placement of mobile homes on individual lots within an approved subdivision of lots to accommodate mobile homes as the primary dwelling unit. The RMH zone also allows for the development of associated support uses, such as community centers, parks, and common areas, as part of both mobile home parks and mobile home subdivisions. Development in this district is limited to 7.1 to 18.0 dwelling units per acre. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.4.020)].

23.310.030 Allowed land uses and permit requirements.

Table 23.310-1 identifies allowed uses and corresponding permit requirements for the residential zoning districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title. Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

Use regulations in the table are shown with representative symbol by use classification listing: “P” symbolizes uses allowed by right, “AUP” symbolizes uses that require an administrative use permit, “C” symbolizes uses that require approval of a conditional use permit, and “N” symbolizes uses that are not permitted.

Table 23.310-1: Allowed Uses and Permit Requirements for Residential Zoning Districts

Land Use Category	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10	RD-15	RD-20	RD-25	RD-30	MDR	HDR	RMH	Specific Use Regulations
Residential Uses																		
Adult Day Care Home	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	
<u>Agricultural Employee Housing</u>	AUP	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	RCMC 23.901.100
Caretaker Housing	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	RCMC 23.901.020
Dwelling, Multifamily ⁹	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	N	
Dwelling, Accessory Unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	RCMC 23.901.060
Dwelling, Single-Family	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N	P	
Dwelling, Two-Family	N	N	N	N	N	AUP ¹	AUP ¹	AUP ¹	AUP ¹	P	P	P	P	P	P	N	N	
Emergency Shelter	N	N	N	N	N	N	N	N	C	C	C	C	C	C	C	C	C	
Family Day Care Home, Small or Large	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Group Residential	C	C	N	N	N	N	N	N	N	C	P	P	P	P	P	P	N	
Guest House	P	P	P	P	P	P	P	P	P	P	P	N	N	N	P	N	N	
Home Occupations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	RCMC 23.901.030
Live-Work Facility	N	N	N	N	N	N	AUP	AUP	AUP	P	P	P	P	P	P	P	N	RCMC 23.901.040
<u>Low-Barrier Navigation Centers</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Manufactured Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Mobile Home	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	RCMC 23.901.050

Land Use Category	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10	RD-15	RD-20	RD-25	RD-30	MDR	HDR	RMH	Specific Use Regulations
Mobile Home Park	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	RCMC 23.901.050
Residential Care Home (Small)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N	
Residential Care Home (Large) ¹¹	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	N	
Single Room Occupancy (SRO)	N	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	N	
<u>Supportive Housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	
Transitional Housing ⁸	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Agriculture, Resource, and Open Space Uses																		
Agricultural Tourism	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Animal Husbandry	P	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Animal Keeping, Domestic Pets	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	p ²	
Animal Keeping, Exotic Animals	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	p ³	
Animal Keeping, Livestock Animals	p ⁴	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.904.020
Animal Keeping, Poultry	p ⁵	N	p ⁵	p ⁵	N	N	N	N	N	N	N	N	N	N	N	N	N	
Animal Keeping, Hens only	N/A	N	N/A	N/A	p ⁶	p ⁶	p ⁶	p ⁶	p ⁶	N	N	N	N	N	N	N	N	Chapter 8.11 RCMC
Beekeeping	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	N	N	Chapter 8.12 RCMC
Crop Production	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.904.020
Equestrian Facility, Commercial	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.904.020

Land Use Category	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10	RD-15	RD-20	RD-25	RD-30	MDR	HDR	RMH	Specific Use Regulations
Equestrian Facility, Hobby	P	AUP	AUP	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.904.020
Kennels, Hobby	P	N	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Cannabis Cultivation, Indoor	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	Chapter 6.90 RCMC
Cannabis Cultivation, Outdoor	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Urban Agriculture																		
Aquaculture	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	RCMC 23.904.030
Community Garden, Public	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	RCMC 23.904.030
Community Garden, Private	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	N	N	N	N	N	N	RCMC 23.904.030
Market Garden	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	P ¹⁵	N	N	N	N	N	N	RCMC 23.904.030
Private Garden	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N	RCMC 23.904.030
Urban Ag Stand	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N ¹⁶	N	N	N	N	N	N	RCMC 23.904.030
Recreation, Education, and Public Assembly Uses																		
Cemeteries, Mausoleums	C	C	C	C	C	C	N	N	N	N	N	N	N	N	N	N	N	
Clubs, Lodges, and Private Meeting Halls	C	C	C	C	C	C	C	C	C	C	C	C	C	C	N	C	C	
Community Centers/Civic Uses	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Golf Courses/Clubhouse	C	C	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	

Land Use Category	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10	RD-15	RD-20	RD-25	RD-30	MDR	HDR	RMH	Specific Use Regulations
Indoor Fitness and Sports Facility	N	N	N	N	N	N	N	N	N	N	N	P ⁷	P ⁷	P ⁷	P ⁷	P ⁷	P ⁷	
Libraries and Museums	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P	P	N	
Outdoor Commercial Recreation	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Parks and Public Plazas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreational Vehicle Parks	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	
Religious Institutions	C	C	C	C	C	C	C	C	C	C	C	N	N	N	C	N	C	
Resource Protection and Restoration	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Resource-Related Recreation	C	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Schools, Private and Special/Studios ¹⁷	C	C	C	C	C	C	C	C	C	C	C	N	N	N	N	N	C	
Schools, Public ¹⁷	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utility, Transportation, and Communication Use Listings																		
Bus and Transit Shelters	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Telecommunication Facility	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	RCMC 23.907.020
Transit Stations and Terminals	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	
Utility Facility and Infrastructure	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	P	RCMC 23.907.030
Retail, Service, and Office Uses																		

Land Use Category	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10	RD-15	RD-20	RD-25	RD-30	MDR	HDR	RMH	Specific Use Regulations
Bed and Breakfast Inns	AUP	AUP	AUP	AUP	N	N	N	N	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	N	
Child Day Care Facility	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Commercial Marijuana Uses	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Kennels, Commercial	C	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Medical Services, Extended Care	N	N	N	N	N	N	N	N	N	N	N	N	C	C	C	C	N	
Medical Services, Hospitals	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	C	N	
Residential Care Facility	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	N	
Retail (Accessory) ¹³	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	AUP ¹²	N	
Veterinary Facility	AUP	AUP	AUP	AUP	N	N	N	N	N	N	N	N	N	N	N	N	N	

Notes:

1. Duplexes/halfplexes are permitted (P) on corner lots by right. On interior lots, an administrative use permit (AUP) is required. In such instances, duplexes/halfplexes are exempt from the density requirements of the zoning district; provided, that the overall neighborhood or subdivision has an average density within the allowable range.
2. Domestic pets: Keeping of more than four dogs, more than four cats, or any combination of five or more cats and dogs is considered a kennel for the purposes of this code and not permitted in zones that do not permit a kennel.
3. Exotic animals: No more than five exotic animals are permitted per parcel. All exotic animals shall be kept and maintained in such a way that is consistent with the odor, particulate matter, and air contaminant standards of RCMC 23.737.040.
4. Livestock animals: Two livestock animals may be permitted for each half-acre of land. All livestock animals shall be kept and maintained in such a way that is consistent with the odor, particulate matter, and air contaminant standards of RCMC 23.737.040.
5. Poultry: All poultry shall be kept and maintained in such a way that is consistent with the odor, particulate matter, and air contaminant standards of RCMC 23.737.040.
6. Poultry: Only the keeping of backyard hens shall be allowed with a proper permit and all hens shall be kept and maintained in accordance with the requirements of Chapter 8.11 RCMC.
7. Permitted as an accessory use to an otherwise permitted use in the listed district (e.g., community clubhouse).
8. Transitional housing shall be treated like similar uses as required by state law (e.g., a single-family home used for transitional housing is subject to same requirements as a typical single-family home, apartment building treated similar to apartment building, etc.).
9. Senior independent living facilities are required to meet provisions in Chapter 23.901 RCMC (Residential Uses).
10. See additional provisions in RCMC 23.901.080 (Family day care (large)).
11. See additional provisions in RCMC 23.901.090 (Residential care home (large)).
12. Limited to 25 percent of building square footage of religious institutions, schools and multifamily developments larger than 20 units in size.
13. All commercial activity, display and storage shall occur within a building or within a screen enclosure.
14. Outdoor cannabis cultivation is prohibited in all residential zones pursuant to RCMC 6.90.030, and personal indoor cannabis cultivation is permitted only on parcels with private residences which meet the requirements of RCMC 6.90.040, and such personal cannabis cultivation is subject to the regulations contained in Chapter 6.90 RCMC.

15. Private community gardens and market gardens are allowed in residential districts up to a maximum one acre in size and pursuant to applicable regulations in RCMC 23.904.030 (Urban agriculture). Approval of an administrative use permit is required for said uses greater than one acre in size. Zoning certification is required for properties one acre or less in size.

16. See allowances for temporary on-site sales of agricultural products in RCMC 23.904.030.

17. Dormitories are permitted as an accessory use to a public or private school, subject to approval of a conditional use permit.

[Ord. 1-2020 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.4.030)].

23.310.040 Development standards.

The following development standards are applicable to the residential zoning districts. These standards, along with other development standards (e.g., landscaping requirements, signs, parking standards) in this title and citywide design guidelines, are intended to assist property owners and project designers in understanding the city's minimum requirements and expectations for high quality development.

Table 23.310-2: Residential Zoning Districts Development Standards

Development Standard	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10 ²	RD-15 ²	RD-20 ²	RD-25	RD-30	MDR	HDR	RMH ¹
Density (gross, neighborhood or development average for product type) ⁵																	
Minimum	1 du/ 10 ac	1 du/ 1.9 ac	1 du/ 2 ac	1 du/ 0.9 ac	2.1 du/ac	3.1 du/ac	4.1 du/ac	5.1 du/ac	6.1 du/ac	7.1 du/ac	10.1 du/ac	18.1 du/ac	20.1 du/ac	25.1 du/ac	6.1 du/ac	20.1 du/ac	7.1 du/ac
Maximum	1 du/ 2 ac	2 du/ac	1 du/ac	2 du/ac	3.0 du/ac	4.0 du/ac	5.0 du/ac	6.0 du/ac	7.0 du/ac	10.0 du/ac	15.0 du/ac	20.0 du/ac	25.0 du/ac	30.0 du/ac	18.0 du/ac	40.0 du/ac	18.0 du/ac
Setbacks (minimum)																	
Front – General	30 ft			20 ft					18 ft	18 ft ²		18 ft					
Front – Living Area	n/a				14 ft				n/a					10 ft	n/a		
Side – Interior Lot/Detached Units	15 ft		5 ft						5 ft		25 ft			3 ft	20 ft	5 ft	
Side – Interior Lot/Attached Units	n/a		n/a						5 ft		n/a			0 ft	n/a		
Side – Street Side/Corner Lot	30 ft		12.5 ft								25 ft			12.5 ft	15 ft	15 ft	
Side – Zero Lot Line	n/a		0 ft/10 ft						0 ft/10 ft		0 ft/10 ft			0 ft/10 ft	n/a		
Rear – In General ⁶	25 ft ⁴								20 ft		20 ft			10 ft	20 ft	20 ft	
Rear – Setback to Alley ROW	3 ft																
Lot Dimensions (minimum)																	
Width/Frontage – Interior Lot	250 ft	75 ft	75 ft		65 ft		n/a										
Width/Frontage – Corner Lot	250 ft	100 ft	75 ft		65 ft		n/a										
Depth	100 ft		n/a														
Height (maximum)																	
Primary Structure/Unit	40 ft		30 ft								40 ft			45 ft	60 ft	30 ft	
Accessory Structure	16 ft									16 ft					26 ft	26 ft	16 ft
Lot Coverage (maximum)	25%	30%	75%								75%			75%	75%	n/a	

Development Standard	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10 ²	RD-15 ²	RD-20 ²	RD-25	RD-30	MDR	HDR	RMH ¹
Common Open Space Requirement (minimum)³	n/a											25%			n/a	25%	n/a

Notes:

1. These development standards address overall development of a mobile home park. Standards for individual mobile home lots within a park or mobile home subdivision can be found in RCMC 23.901.050 (Mobile homes and mobile home parks).
2. Setback standards may be amended during the design review process to accommodate innovative housing types or adjust for unique site conditions.
3. Common open space includes all landscaped areas outside of the required landscape corridors along adjoining streets, active and passive recreation areas, other outdoor amenities, and natural open space areas. Reductions in the required open space area to a minimum of 20 percent of the gross area for exceptional architecture design may be granted by the designated approval authority.
4. The required minimum rear setback for lots less than 125 feet in depth in RD-1 to RD-10 is 20 percent of minimum lot depth.
5. Residential developers are encouraged to avoid the monotonous use of similar lot sizes on adjacent parcels. This code does not require minimum lot sizes to avoid monotonous lot configurations and home sizes.
6. Encroachments are permitted into the rear yard according to Chapter 23.704 RCMC (Yard Measurement and Projections).

[Ord. 3-2019 § 5 (Exh. A); Ord. 10-2017 § 3; Ord. 4-2017 § 3 (Exh. B); Ord. 1-2015 § 3; Ord. 30-2013 §§ 3, 4 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.4.040)].

Chapter 23.313**MIXED-USE ZONING DISTRICTS**

Sections:

- 23.313.010 Purpose.
- 23.313.020 Characteristics of the mixed-use zoning districts.
- 23.313.030 Allowed land uses and permit requirements.
- 23.313.040 Development standards.

23.313.010 Purpose.

The purpose of this chapter is to establish several mixed-use zoning districts in the city. These districts provide for the compatible integration of residential, commercial, office, and/or industrial uses on a single project site. These districts are consistent with and implement the city's following General Plan land use categories: residential mixed-use, commercial mixed-use, office mixed-use, light industrial, local town center, and regional town center. [Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.010)].

23.313.020 Characteristics of the mixed-use zoning districts.

The following descriptions of each mixed-use zoning district identify the characteristic uses, intensity of uses, and level of development intended for that district:

A. Residential Mixed-Use (RMU) Zoning District. This district is intended to designate property for the development of medium and high density housing (between 6.1 and 40 dwelling units per acre) that may incorporate office and/or commercial services. While the predominant use of the development is residential, the city encourages the vertical and/or horizontal integration of commercial and/or office uses that are compatible with the residential development.

B. Commercial Mixed-Use (CMU) Zoning District. This district is intended to designate property for vibrant commercial and mixed-use development. While a predominantly commercial district, the CMU category is designed to provide for the integration of retail and service commercial uses with office and/or residential uses. In multiple-story buildings, retail uses are the predominant use on the ground floor.

C. Office Professional Mixed-Use (OPMU) Zoning District. This district is intended to designate property primarily for the development of larger office buildings and business parks with supporting retail and service uses. The predominant use is office, but commercial, service and residential uses may be integrated into office buildings or located horizontally in freestanding buildings. This district also allows some standalone uses that are not traditional or predominant office uses, such as hospitals, banks/financial institutions, hotels/motels, and recreation, education, and public assembly uses.

D. Office Industrial Mixed-Use (OIMU) Zoning District. This district is intended to designate property for a wide range of office and light industrial development. The OIMU district is intended for the seamless integration of office and light industrial uses with supporting retail and service uses. Offices may be developed in an office park setting, but most office and light industrial development stands alone. Commercial and other support services may be integrated vertically and/or horizontally in this district, but the predominant use of integrated developments is office and/or light industrial. This district also allows some standalone uses that are not traditional or predominant office or industrial uses, such as hospitals, banks/financial institutions, and recreation, education, and public assembly uses.

E. Light Industrial Business Park (LIBP) Zoning District. This district is intended to designate property for the development of research and development, industrial, and/or manufacturing activities that occur primarily within an enclosed building. Development in this district may be integrated into a business park or campus setting with supporting retail services. This district also allows warehousing activities or distribution centers. Limited office and retail service uses may be integrated into the predominantly industrial use of the property horizontally or vertically. This district also allows public/quasi-public uses by right.

F. Village Center (VC) Zoning District. This district is intended to provide centers of activity that are within an easy walking distance from neighborhood homes and to provide local-serving commercial opportunities. A network of sidewalks, bicycle trails, and transit routes provides easy nonvehicular access to these centers, and buildings within this zone are appropriately scaled to fit in the neighborhood context and are placed to encourage the active use of public spaces and generate pedestrian activity.

G. Local Town Center (LTC) Zoning District. This district is intended to provide vibrant activity centers that serve the major retail and entertainment needs for a collection of neighborhoods that form districts as defined by the city's community building block concept of the General Plan. Nightlife is an important component of this district. An extensive network of sidewalks, bicycle trails, and transit routes will connect these centers to the neighborhoods. The local town centers created in this zone will provide pedestrian-oriented gathering places.

H. Regional Town Center (RTC). This district is intended to provide locations for regional-serving retail, office, and residential uses that provide a vibrant mixed-use setting that fosters positive day and nighttime activity. Development may feature dynamic taller buildings and building complexes (over four stories in height) that are scaled appropriately to create a comfortable pedestrian environment and be compatible with adjacent neighborhoods. Mixed-use development can be designed horizontally (e.g., a grocery store next to a residential building) or vertically (e.g., a grocery store as the ground floor use with residential units above). Design characteristics include public plazas and other gathering places, open storefronts with expansive windows, and a rich mix of uses and tenants. [Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 4-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.020)].

23.313.030 Allowed land uses and permit requirements.

Table 23.313-1 identifies allowed uses and corresponding permit requirements for the mixed-use districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title.

Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

Use regulations in the table are shown with a representative symbol by use classification listing: "P" symbolizes uses allowed by right, "AUP" symbolizes uses that require approval of an administrative use permit, "C" symbolizes uses that require approval of a conditional use permit, and "N" symbolizes uses that are not permitted.

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Residential Uses									
Adult Day Care Home	P	N	N	N	N	N	N	N	
Caretaker Housing	P	P	P	P	P	P	P	P	RCMC 23.901.020
Dwelling, Multifamily	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Accessory Unit	P	N	N	N	N	N	N	N	RCMC 23.901.060
Dwelling, Single-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Two-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Emergency Shelter	C	C	C	C	N	N	N	N	
Family Day Care Home, Small	P	N	N	N	N	N	N	N	
Family Day Care Home, Large ¹⁷	P N	N	N	N	N	N	N	N	RCMC 23.901.080
Group Residential	AUP	N	N	N	N	N	N	N	

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Home Occupations	P	P	P	N	N	P	P	P	RCMC 23.901.030
Live-Work Facility	P ¹	P ¹	P ¹	N	N	P ¹	P ¹	P ¹	RCMC 23.901.040
Residential Care Home, Small	P	N	N	N	N	N	N	N	
Residential Care Home, Large ¹⁸	AUP	N	N	N	N	N	N	N	RCMC 23.901.090
Transitional Housing	P	N	N	N	N	N	N	N	
<u>Low-Barrier Navigation Center</u>	<u>P</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	
Agriculture, Resource, and Open Space Uses									
Beekeeping	N	N	N	N	N	N	N	N	Chapter 8.12 RCMC
Recreation, Education, and Public Assembly Uses									
Clubs, Lodges, and Private Meeting Halls	P	P	P	P	AUP	P	P	P	
Community Centers/Civic Uses	P	P	P	P	AUP	P	P	P	
Indoor Amusement/Entertainment Facility ^{32, 33}	AUP	P	P	P	AUP	AUP	P	P	
Indoor Fitness and Sports Facility ^{32, 33}	AUP	P	P	P	AUP	AUP	P	P	
Libraries and Museums	P	P	P	P	P	P	P	P	
Outdoor Commercial Recreation ^{32, 33}	N	C	N	N	P	C	C	C	
Parks and Public Plazas	P	P	P	P	C	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	
Religious Institutions	P	P	P	P	P	P	P	P	
Schools, Private and Special/Studios ³¹	P	P	P	P	C	P	P	P	
Schools, Public ³¹	P	P	P	P	P	P	P	P	
Theaters and Auditoriums ^{32, 33}	C	P	P	P	N	AUP	P	P	
Urban Agriculture									
Aquaculture	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	RCMC 23.904.030
Community Garden, Public	C	C	C	C	C	C	C	C	RCMC 23.904.030
Community Garden, Private	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	RCMC 23.904.030
Market Garden	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	RCMC 23.904.030
Private Garden	P	P	P	P	P	P	P	P	RCMC 23.904.030
Urban Ag Stand	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	RCMC 23.904.030

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Utility, Transportation, and Communication Use Listings									
Broadcasting and Recording Studios	N	P	P	P	P	N	N	N	
Bus and Transit Shelters	P	P	P	P	P	P	P	P	
Freight Yard/Truck Terminal	N	N	N	C	C	N	N	N	
Fuel Storage and Distribution	N	N	N	N	C	N	N	N	
Heliports	N	AUP	AUP	AUP	AUP	N	N	N	
Park and Ride Facility	C	P	P	P	P	C	C	P	
Parking Facility	AUP	P	P	P	P	AUP	P	P	
Telecommunication Facility	C	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	RCMC 23.907.020
Transit Facilities	N	N	N	C	P	N	N	N	
Transit Stations and Terminals	C	P	P	P	P	P	P	P	
Utility Facility and Infrastructure	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	RCMC 23.907.030
Retail, Service, and Office Uses²²									
Adult Day Care Facility	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Alcoholic Beverage Sales, Off-Site ¹⁶	N	C	C ²	C ²	C ²	C	C	C	
Ambulance Service	N	AUP	AUP	P	P	N	N	N	
Animal Sales and Grooming	AUP	P	N	N	N	P	P	P	
Art, Antique, Collectable	P ²	P	P ²	P ²	N	P	P	P	
Artisan Shops	AUP	P	P ²	P ²	P ²	P	P	P	
Banks and Financial Services	P ²	P	P	P	P	P	P	P	
Bars and Nightclubs ²³	C ³	C ³	C ^{2, 3}	C ^{2, 3}	C ^{2, 3}	C ³	C ³	C ³	
Bed and Breakfast Inns	P	P	N	N	N	N	N	N	
Brew Pub ²³	N	P	P ²	P ²	P ²	P	P	P	
Building Materials Stores and Yards	N	P ⁴	N	C ⁴	N	N	C ⁴	C ⁴	
Business Support Services	AUP ^{2, 4, 5}	P	P	P	AUP	P ⁵	P	P	
Call Centers	N	N	P	P	AUP	N	N	N	
Commercial Marijuana Uses	N	N	N	N	N	N	N	N	
Child Day Care Facility	P	AUP	AUP ²	AUP ²	AUP ²	P	C	C	
Consignment Store	N	P	N	N	N	N	AUP	N	
Convenience Stores	AUP ^{2, 26}	AUP ²⁶	AUP ^{2, 26}	AUP ^{2, 26}	AUP ^{2, 26}	AUP ²⁶	AUP ²⁶	AUP ²⁶	RCMC 23.910.020

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Drive-In and Drive-Through Sales and Service	N	C ^{20, 21}	N	N	C ^{6, 20, 21}	C ^{20, 21}	C ^{20, 21}	C ^{20, 21}	RCMC 23.910.030
Equipment Sales and Rental	N	N	N	P	P	N	N	N	
Furniture, Furnishings, and Appliance Stores	N	P	N	N	N	N	C	P	
Garden Center/Plant Nursery	N	P	N	AUP	N	N	C	C	
Grocery Stores/Supermarkets	AUP ²	P	P ²	AUP ²	N	AUP ⁸	P	P	
Home Improvement Supplies	N	P ⁹	N	P	P	N	P ⁹	P ⁹	
Hotels and Motels ^{32, 33}	C ²	P	P	C	N	C	P	P	
Hotels and Motels, Extended Stay ^{32, 33}	C ²	C	C	C	N	C	C	C	
Kennels, Commercial	C ^{2, 4}	N	N	N	AUP ⁴	N	N	N	
Maintenance and Repair, Small Equipment	N	P	N	P	P	AUP	P	P	
Medical Services, General	AUP ²	P	P	P	P	P	P	P	
Medical Services, Extended Care	P	C	C	C	N	N	N	N	
Medical Services, Hospitals	N	P	P	P	P	P	P	P	
Mortuaries and Funeral Homes ¹⁵	N	P	N	N	P ¹⁵	N	N	N	
Neighborhood Market	P ²	P	P ²	AUP ²	N	P	P	P	
Offices, Business and Professional	P ²	P ²	P	P	N	P ²	P ²	P ²	
Offices, Accessory	P	P	P	P	P	P	P	P	
Personal Services	P ^{2, 5}	P	P ²	P ²	P ²	P	P	P	
Residential Care Facility	AUP	C	C	N	N	N	N	N	
Restaurants	P ²	P	P ²	P ²	P ²	P	P	P	
Retail, Accessory	P ²	P	P ⁶	P ⁶	P ⁶	P	P	P	
Retail, General	P ^{2, 11}	P	N	N	N	P	P	P	
Retail, Warehouse Club	N	P	N	N	N	N	C	P	
Smokers' Lounge, Hookah Bar, E-Cigarette Lounge, and Vapor Lounge	N	N	N	N	N	N	N	N	RCMC 23.919.100
Tasting Room, Off-Site ²³	N	P	P ²	P ²	P ²	P	P	P	
Veterinary Facility	AUP ²	P	N	N	AUP	AUP	P	P	
Automobile and Vehicle Uses									
Auto and Vehicle Sales and Rental	N	P ¹⁹	N	N	P ¹⁹	N	N	N	RCMC 23.913.040
Auto and Vehicle Sales, Wholesale	N	N	N	C	P	N	N	N	

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Auto and Vehicle Storage	N	N	N	C ¹²	P ¹²	N	N	N	
Auto Parts Sales	N	P ^{11, 12}	N	N	P ^{11, 12}	N	N	N	
Car Washing	N	C	C	C	C	N	C	C	RCMC 23.913.050
Detailing/Waterless Car Wash	N	AUP	AUP	AUP	N	N	N	N	
Service Stations	N	AUP	C	C	P	N	C	C	
Vehicle Services, Major	N	N	N	C ¹²	P ¹²	N	N	N	
Vehicle Services, Minor	N	AUP ^{12, 13}	N	AUP ¹²	P ¹²	N	N	N	
Industrial, Manufacturing, and Processing Uses									
Agricultural Products Processing	N	N	N	N	C	N	N	N	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	P	P	P	P	
Brewery, Winery, Distillery	N	P ²⁹	P ²⁹	P ²⁹	P ²⁹	P ²⁹	P ²⁹	P ²⁹	
Manufacturing, Major	N	N	N	N	C ¹⁴	N	N	N	
Manufacturing, Minor	N	N	N	P	P	N	N	N	
Manufacturing, Small Scale	N	P	P	P	P	P	N	N	
Printing and Publishing	N	C	C	P	P	N	N	N	
Recycling Facility, Processing	N	N	N	N	C	N	N	N	
Recycling Facility, Scrap and Dismantling Facility	N	N	N	N	C	N	N	N	
Research and Development	N	N	P	P	P	N	N	N	
Storage, Personal Storage Facility	N	N	N	C ²⁷	P ²⁷	N	N	N	Chapter 23.915 RCMC
Storage, Warehouse	N	N	N	P	P	N	N	N	
Storage, Yards	N	N	N	P ¹⁴	P ¹⁴	N	N	N	Chapter 23.728 RCMC
Wholesaling and Distribution	N	N	N	P ¹⁴	P ¹⁴	N	N	N	
Special Regulated Uses									
Bingo Parlors	N	P ³⁰	P ³⁰	P ³⁰	N	N	N	N	Chapter 4.26 RCMC
Card Rooms	N	P	C	C	C	N	N	N	RCMC 23.919.020
Check Cashing Businesses	N	P	N	N	N	N	N	N	RCMC 23.919.030
Massage Parlors, Massage Establishments	N	P ²⁸	N	N	N	N	N	N	Chapter 4.33 RCMC
Pawnshops	N	P	N	N	N	N	N	N	RCMC 23.919.040
Recycling Facility, Collection Facility	N	C	C	C	P	C	C	C	RCMC 23.919.050

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060
Smoke Shops	N	P	N	N	C	N	N	N	RCMC 23.919.070
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	AUP	AUP	N	N	N	RCMC 23.919.090

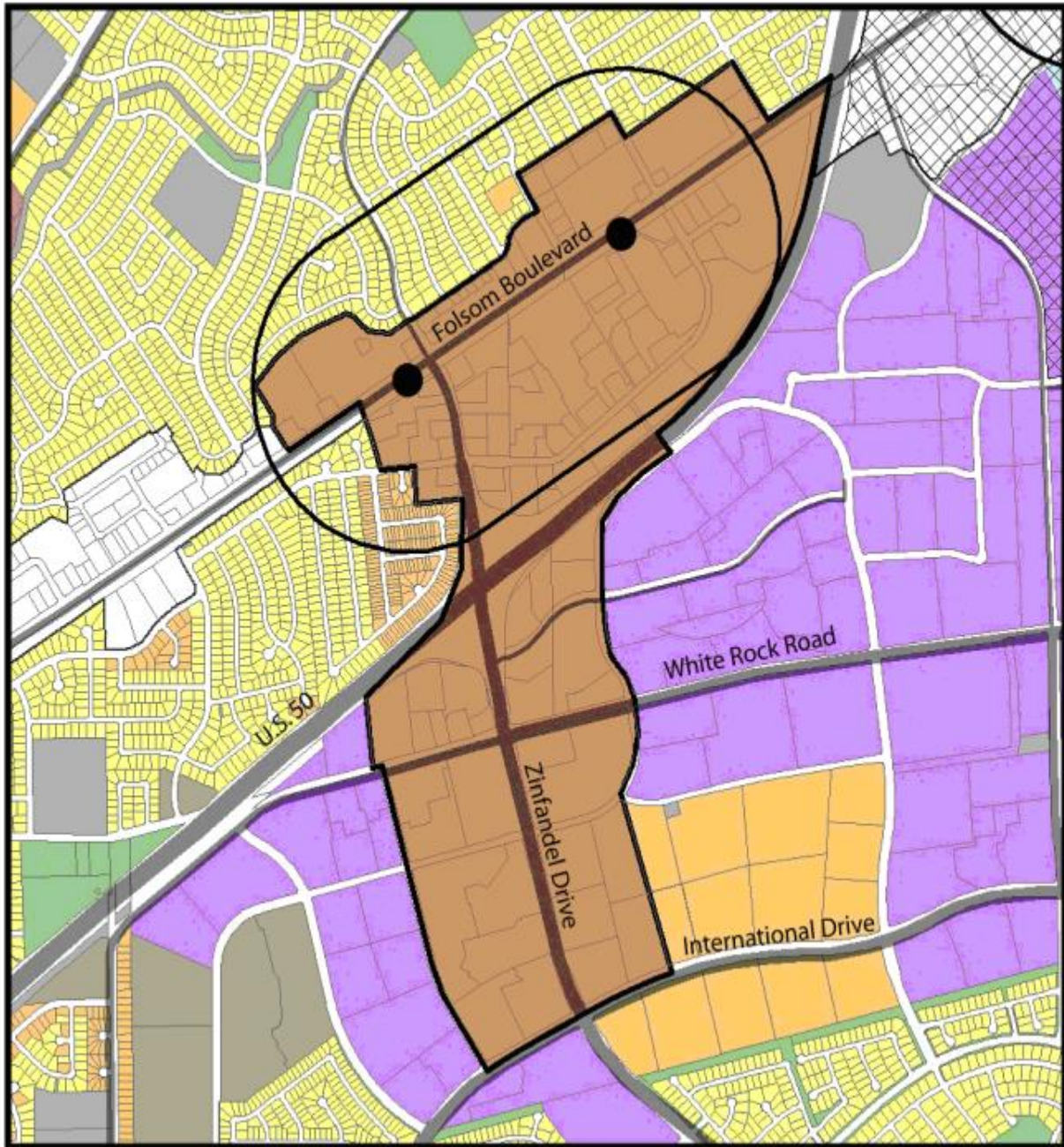
Notes:

1. See the density restrictions in the underlying zoning district.
 2. This use is permitted or permitted with a use permit as specified only in conjunction with the predominant use of the mixed-use district. In other words, this use is only allowed as part of an integrated development and not as a standalone use. Other uses in the table are allowed as standalone uses.
 3. All forms of speaker amplification exterior to the building shall be prohibited unless authorized in combination with project approval or amendment thereto.
 4. All activities shall occur within a completely enclosed building or shall be located behind a solid/screened enclosure directly adjacent to the building.
 5. Maximum gross floor area is less than 5,000 square feet.
 6. Limited to a maximum of 25 percent of the gross floor area of the integrated development.
 7. Maximum tenant space shall be 25,000 square feet.
 8. Maximum tenant space shall be 50,000 square feet.
 9. Uses 25,000 square feet and over require a conditional use permit.
 10. Limited to less than 50 percent of the gross floor area of the integrated development.
 11. Maximum tenant space shall be 15,000 square feet.
 12. All activity and storage must be located within an enclosed structure.
 13. No portion of the use shall be located within 500 feet of an intersection.
 14. All activity must be entirely screened from public view and not within 500 feet of a residential use. The 500-foot separation from residential uses may be waived if the storage yard adheres to the standards in RCMC 23.728.030(C)(1).
 15. A crematory is prohibited in all zones with the exception of LIBP, where it is permitted in association with a mortuary or funeral home.
 16. Only establishments that sell alcoholic beverages for off-site consumption require a conditional use permit.
 17. See additional provisions in RCMC 23.901.080, Family day care (large).
 18. See additional provisions in RCMC 23.901.090, Residential care home (large).
 19. This use is not permitted if incidental to and not a primary part of the operation of the primary use. Rentals that are an integral part of a primary use are subject to the additional provisions of RCMC 23.913.040.
 20. Drive-throughs that are added to existing buildings may be processed with an AUP.
 21. Conditional use permit required if any portion of proposed facility is within 500 feet of a residential zoning district or existing residential use.
 22. All commercial activity, display and storage shall occur within a building or within a screen enclosure. A temporary use permit, administrative use permit, or conditional use permit may be obtained to deviate from this requirement.
 23. Uses which serve alcohol for on-site consumption and which have an "on-sale" license from the California Department of Alcoholic Beverage Control must be located at least 250 feet from any adult live theater at which live nude dancing is performed and which is subject to Section 143.3 of the California Code of Regulations.
 24. Private community gardens and market gardens are allowed in the city's mixed-use districts up to a maximum three acres in size and pursuant to applicable regulations in RCMC 23.904.030. Approval of an administrative use permit is required for said uses greater than three acres in size.
 25. On-site urban agriculture stands are allowed up to 120 square feet, on the site of an urban agricultural use consistent with applicable regulations in RCMC 23.904.030.
 26. See RCMC 23.910.020 (Convenience stores).
 27. See Chapter 23.915 RCMC (Storage, Personal Storage Facility Development Standards).
 28. Massage parlors and massage establishments must be located at least 1,000 feet from other massage parlors and massage establishments, as measured from the entrance of each establishment. This shall not apply to any home occupation massage business that is in full compliance with home occupation requirements in Chapter 23.901 RCMC.
 29. Over 20,000 square feet requires an administrative use permit.
 30. Bingo games and parlors are regulated by Chapter 4.26 RCMC. The city has a limit of no more than two bingo parlors in the city limits at any given time.
 31. Dormitories are permitted as an accessory use to a public or private school, subject to approval of a conditional use permit.
 32. On-site consumption of food is considered a permitted use if the related primary use is a permitted use.
 33. On-site consumption of alcohol, as an accessory use to a permitted use, requires approval of an administrative use permit.
- [Ord. 1-2020 § 3 (Exh. A); Ord. 5-2019 § 3 (Exh. A); Ord. 3-2019 § 5 (Exh. A); Ord. 17-2018 § 4 (Exh. A); Ord. 15-2018 § 4 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 1-2016 § 4; Ord. 15-2015 §§ 2, 3; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

23.313.040 Development standards.

The following development standards are applicable to the mixed-use zoning districts. These standards, along with other development standards (e.g., landscaping requirements, parking standards) in this title and citywide design guidelines, are intended to assist property owners and project designers in understanding the city's minimum requirements and expectations for high quality development. Where identified, the downtown shall be that area identified as the downtown planning area in the city's General Plan and as illustrated in Figure 23.313-1.

Figure 23.313-1: Downtown Planning Area



Development standards for the village center (VC), local town center (LTC), and regional town center (RTC) zoning districts are listed in Article 5 of this title (Form-Based Zoning Provisions). Because of their unique character and

location within the city, these zoning districts benefit from the application of these form-based standards. The Downtown Planning Area is denoted by the outlined dark-orange colored area on the map.

Table 23.313-2: Mixed-Use Zoning District Development Standards¹

Development Standard	RMU (UR2 in FBSP)	CMU	CMU Downtown	OPMU	OPMU Downtown	OIMU	LIBP
Density ²							
Minimum	6.1 du/ac	10.0 du/ac	10.0 du/ac	10.0 du/ac		n/a	
Maximum	40.0 du/ac	18.0 du/ac	40.0 du/ac	18.0 du/ac		n/a	
Predominant Use Standards							
Use Type	Residential	Commercial		Office ³		Industrial ³	
Standard	≥ 50% total combined building sf	≥ 50% of combined ground floor building sf ²		≥ 50% total combined building sf		n/a	
Floor Area Ratio ^{4, 5}							
Minimum	n/a	0.25	0.4	0.25	0.3	n/a	
Maximum	n/a	1.5	3.0	2.0	2.5	n/a	
Setbacks (minimum) ⁶							
Front	10 ft	See below (based on project size)		10 ft		25 ft	
Front – Front-Facing Garage ⁶	18 ft	n/a				n/a	
Front and Street- Side, ≤ 15 acres	n/a	0 ft (min.) to 30 ft (max.) ⁸		n/a		n/a	
Front and Street- Side, > 15 acres	n/a	0 ft (min.) to 80 ft (max.) ⁸		n/a		n/a	
Street-Side	10 ft			10 ft		25 ft	
Rear ⁷	10 ft	10 ft				10 ft	
Interior	n/a	0 ft				10 ft	
Interior – Attached Units	0 ft	n/a					
Interior – Detached Units	5 ft	n/a					
Interior – Zero Lot Line ⁹	0 ft /10 ft						
Residential, Standalone Structure	n/a	Refer to setbacks for the MDR or HDR zone, based on density of project					n/a
Height (maximum)							
Primary Structures ¹⁰	50 ft	50 ft	No Maximum ¹¹	65 ft	No Maximum ¹¹	45 ft	
Accessory Dwelling Units ¹²	26 ft						

Notes:

1. VC, LTC, and RTC development standards are provided in Article 5 of this title, Form-Based Zoning Provisions.

2. The minimum and maximum density standards are only applicable to mixed-use and integrated developments that include residential uses. Residential projects shall include a minimum of four units. The director may approve residential densities below 10 dwelling units per acre if the units are located above retail or office uses.

3. Predominant use standards for the OPMU and OIMU districts are intended to establish maximum square footage allowances for those uses in Table 23.313-1 that are allowed only as accessory or secondary to a primary use. Both OPMU and OIMU districts allow some standalone uses that are not traditional or predominant office uses (e.g., hospitals, banks/financial institutions, hotels/motels, recreation, education, and public assembly uses). This standard does not apply to standalone uses allowed by right or with a use permit consistent with Table 23.313-1.

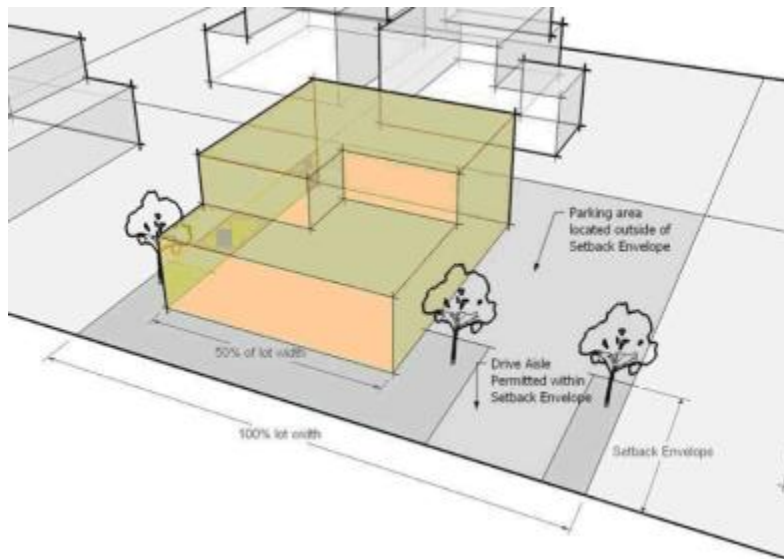
4. Excludes square footage of structured parking.

5. Includes residential uses and square footage. See Article 11 of this title for definition of floor area ratio (FAR).

6. At no time shall any portion of the structure be located within a designated public utility easement.

7. Garages may also be accessed from an alley with a minimum three-foot rear setback.

8. Consistent with the setback provisions in the design guidelines, the city requires new commercial and mixed use buildings to be located in close proximity to the street for improved relationship to the street and pedestrians. Therefore, for lots less than 15 acres in size, at least 50 percent of the lot width is occupied by primary building frontage and/or pedestrian features located between zero and 30 feet from the front property line. Similarly, for lots 15 acres and greater in size, at least 50 percent of the lot width is occupied by primary building frontage and/or pedestrian features located between zero and 80 feet from the front property line. The following figure, from the design guidelines, is provided to help illustrate this concept:



9. A zero lot line home allows a zero side-yard minimum setback on one side with a corresponding 10-foot minimum side-yard setback on the other side.

10. The maximum height may be increased in conjunction with design review when the proposed structure includes a parking structure or a combination of uses (e.g., commercial with residential and/or office) in the same structure.

11. While there is no height maximum in the downtown, the regulations of the Federal Aviation Administration (FAA) limit the height of structures to between 150 and 350 feet based on location. See the safety element of the General Plan for more information. FAA approval is required for all structures over 150 feet in height.

12. Accessory dwelling units are subject to the square footage limitations provided within this zoning code (see RCMC 23.901.060). Accessory dwelling units may be located above the garage.

[Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.040)].

Chapter 23.316

GENERAL COMMERCIAL AND INDUSTRIAL ZONES

Sections:

- 23.316.010 Purpose.
- 23.316.020 Characteristics of zoning districts.
- 23.316.030 Allowed land uses and permit requirements.
- 23.316.040 Development standards.

23.316.010 Purpose.

The purpose of this chapter is to establish zoning districts in the city that support general commercial and industrial uses to implement the city's commercial mixed-use and heavy industrial General Plan land use categories. These districts provide sufficient and appropriately located land for general commercial and industrial uses that minimize impacts on residential neighborhoods. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.010)].

23.316.020 Characteristics of zoning districts.

The following descriptions of each zoning district identify the characteristic uses, intensity of uses, and level of development intended for that district:

A. General Commercial (GC). This district is consistent with the General Plan commercial mixed-use designation by providing locations for a wide variety of commercial uses and some higher density residential uses. The purpose of this zone is to provide an area for general commercial and heavier types of commercial uses. The most appropriate location for this district is along major streets or in commercial areas where the heavier uses permitted would not adversely affect surrounding properties.

B. Light Industrial/Manufacturing (M-1) Zoning District. This district is consistent with the General Plan light industrial land use designation by providing locations for the development of industrial uses such as fabrication, manufacturing, assembly, or processing of materials that for the most part are already in processed form and which do not in their maintenance, assembly, manufacture, or plant operation create smoke, gas, odor, dust, sound, or other objectionable influences which might be obnoxious to persons conducting business or residing in this or any other zone.

C. Heavy Industrial/Manufacturing (M-2) Zoning District. This district is consistent with the heavy industrial General Plan land use category by providing appropriate locations for intensive industrial uses that may generate noise, vibration, odor, or other conditions that make them undesirable and incompatible near or in conjunction with residential uses or the city's mixed-use districts. A wide range of industrial manufacturing and warehousing uses are permitted in this district. The M-2 district is generally located in areas of the city where it would not create a substantial impact on sensitive residential, commercial, or office uses. Where feasible, development in the M-2 district may require additional measures to reduce impacts to neighboring properties, such as increased setbacks, landscaping, and screening. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.020)].

23.316.030 Allowed land uses and permit requirements.

Table 23.316-1 identifies allowed uses and corresponding requirements for the general commercial and industrial zoning districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title. Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

This zoning code relies upon a generalized list of allowed and conditionally allowed uses. Some interpretation is required to determine whether or not a specific use falls into a particular use category. Typically a use clearly falls into a particular category, but three additional tools are provided in this title to identify the appropriate use category when necessary:

A. RCMC 23.1104.040 (Land use definitions) includes land use descriptions.

B. Similar Use Determinations. For uses that are not listed in Table 23.316-1 or where it is not clear whether a use would be permitted, a similar use determination can be processed according to Chapter 23.122 RCMC (Similar Use Determinations). All of the definitions, tables and other provisions of this title, in addition to the operational characteristics of the intended use, can be used to make a similar use determination.

Use regulations in the table are shown with a representative symbol by use classification listing: “P” symbolizes uses allowed by right, “AUP” symbolizes uses that require approval of an administrative use permit, “C” symbolizes uses that require approval of a conditional use permit, and “N” symbolizes uses that are not permitted.

Table 23.316-1: Allowed Use and Permit Requirements for General Commercial and Industrial Zoning Districts

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Residential Uses				
Caretaker Housing	P	P	AUP	RCMC 23.901.020
Dwelling, Multifamily	P	C	N	RCMC 23.901.070 (if senior independent living)
Emergency Shelters	C	C	C	
Home Occupations	P	P	N	RCMC 23.901.030
Live-Work Facility	P	P	N	RCMC 23.901.040
Mobile Home Park	C	N	N	RCMC 23.901.050
Single-Room Occupancy (SRO)	C	C	N	
Transitional Housing	P	P	N	
<u>Low-Barrier Navigation Center</u>	<u>P</u>	<u>N</u>	<u>N</u>	
Agriculture, Resource, and Open Space Uses				
Beekeeping	N	N	N	Chapter 8.12 RCMC
Recreation, Education, and Public Assembly Uses				
Cemeteries, Mausoleums	C	C	C	
Clubs, Lodges, and Private Meeting Halls	P	P	P	
Indoor Amusement/Entertainment Facility ^{16, 17}	P	AUP	AUP	
Indoor Fitness and Sports Facility ^{16, 17}	P	AUP	AUP	
Libraries and Museums	P	P	C	
Outdoor Commercial Recreation ^{16, 17}	C	C	C	
Public Safety Facility	P	P	P	
Recreational Vehicle Parks	P	C	C	
Religious Institutions	P	AUP	AUP	
Schools, Private and Special/Studios	P	AUP ¹	AUP ¹	

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Schools, Public	P	P	P	
Theaters and Auditoriums ^{16, 17}	P	C	C	
Urban Agriculture				
Aquaculture	P	P	P	RCMC 23.904.030
Community Garden, Public	C	C	C	RCMC 23.904.030
Community Garden, Private	P	P	P	RCMC 23.904.030
Market Garden	P	P	P	RCMC 23.904.030
Private Garden	P	P	P	RCMC 23.904.030
Urban Ag Stand	p ¹¹	p ¹¹	p ¹¹	RCMC 23.904.030
Utility, Transportation, and Communication Use Listings				
Broadcasting and Recording Studios	P	P	P	
Bus and Transit Shelters	P	P	P	
Freight Yard/Truck Terminal	N	p ²	p ²	
Fuel Storage and Distribution	N	p ²	P	
Heliports	C	C	C	
Park and Ride Facility	P	P	P	
Parking Facility	P	P	P	
Telecommunication Facility	AUP	AUP	AUP	RCMC 23.907.020
Transit Facilities	N	P	P	
Transit Stations and Terminals	P	P	P	
Utility Facilities and Infrastructure	AUP	P	P	RCMC 23.907.030
Retail, Service, and Office Use Listings				
Alcoholic Beverage Sales ¹⁰	C ⁴	C ³	C ³	
Ambulance Service	AUP	AUP	AUP	
Animal Sales and Grooming	P	AUP	AUP	
Art, Antique, Collectable	P	AUP	AUP	
Artisan Shops	P	AUP	AUP	
Banks and Financial Services	P	AUP	AUP	
Bars and Nightclubs ¹⁰	C	C	C	
Brew Pub ¹⁰	P	AUP	AUP	
Building Materials Stores and Yards	P	p ²	p ²	
Business Support Services	P	p ²	p ²	
Call Centers	AUP	AUP	AUP	

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Child Day Care Facility	P	C	N	
Commercial Marijuana Uses	N	N	N	
Consignment Store	P	N	N	
Convenience Stores	P ¹²	C ¹²	C ¹²	RCMC 23.910.020
Drive-In and Drive-Through Sales and Service	P	C	C	RCMC 23.910.030
Equipment Sales and Rental	P ^{2, 8}	P ^{2, 8}	P	
Furniture, Furnishings, and Appliance Stores	P	P ²	AUP	
Garden Center/Plant Nursery	P	P ²	AUP	
Grocery Stores/Supermarket	P	AUP	AUP	
Home Improvement Supplies	P ²	P ²	P	
Hotels and Motels ^{16, 17}	P	N	N	
Hotels and Motels, Extended Stay ^{16, 17}	P	N	N	
Kennels, Commercial	AUP	AUP	AUP	
Maintenance and Repair, Small Equipment	P ²	P	P	
Medical Services, General	P	AUP	AUP	
Medical Services, Extended Care	P	N	N	
Medical Services, Hospitals	P	AUP	P	
Mortuaries and Funeral Homes	P	C	C	
Neighborhood Market	P	AUP	AUP	
Offices, Business and Professional	P	AUP	AUP	
Offices, Accessory	P ⁶	P ⁶	P ⁷	
Personal Services	P	AUP	AUP	
Restaurants ¹⁰	P	AUP	AUP	
Retail, Accessory	P ⁶	P ⁶	P ⁷	
Retail, General	P	AUP	AUP	
Retail, Warehouse Club	P	AUP	AUP	
Smokers' Lounge, Hookah Bar, E-Cigarette Lounge, Vapor Lounge	P	P	N	RCMC 23.919.100; specific distance and other requirements
Tasting Room, Off-Site ¹⁰	P	AUP	AUP	
Veterinary Facility	P	P ²	P ²	
Automobile and Vehicle Uses				
Auto and Vehicle Dismantling	N	N	C	RCMC 23.913.020
Auto and Vehicle Sales	AUP	AUP ⁵	AUP ⁵	RCMC 23.913.040
Auto and Vehicle Rental	P ⁹	P ⁹	P ⁹	RCMC 23.913.040

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Auto and Vehicle Sales, Wholesale	AUP ⁵	AUP	AUP	RCMC 23.913.040
Auto and Vehicle Storage	P ²	P ²	P ²	
Auto Parts Sales	P ²	P ²	P ²	
Car Washing	C	P	P	RCMC 23.913.050
Detailing/Waterless Car Wash	AUP	P	P	
Service Stations	C	C	C	RCMC 23.913.030
Vehicle Services, Major	P ²	P ²	P ²	
Vehicle Services, Minor	P ²	P ²	P ²	
Industrial, Manufacturing, and Processing Uses				
Agricultural Products Processing	N	C	P	
Artisanal and Specialty Manufacture, Display and Sales	P	AUP	AUP	
Brewery, Winery, Distillery	N	P ¹⁵	P ¹⁵	
Junk Tire Facility	N	N	P	RCMC 23.916.020
Manufacturing, Major	N	AUP ²	P	
Manufacturing, Minor	N	P ²	P	
Manufacturing, Small Scale	P	P ²	P	
Printing and Publishing	N	P	P	
Recycling Facility, Processing	N	AUP	P	
Recycling Facility, Scrap and Dismantling Facility	N	N	C	
Research and Development	N	P	P	
Storage, Personal Storage Facility	N	P ^{2, 13}	P ¹³	Chapter 23.915 RCMC
Storage, Warehouse	AUP	P ²	P	
Storage, Yards	N	N	P ²	Chapter 23.728 RCMC
Wholesaling and Distribution	P	P ²	P	
Special Regulated Uses				
Card Rooms	N	C	C	RCMC 23.919.020
Check Cashing Businesses	N	N	N	RCMC 23.919.030
Massage Parlor, Massage Establishment	N	N	C ¹⁴	Chapter 4.33 RCMC
Pawnshops	N	N	C	RCMC 23.919.040
Recycling Facility, Collection Facility	N	AUP	P	RCMC 23.919.050
Sexually Oriented Businesses	N	P	P	RCMC 23.919.060
Smoke Shops	N	N	C	RCMC 23.919.070
Tattoo Parlors	N	N	C	RCMC 23.919.080

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Thrift Store	N	AUP	C	RCMC 23.919.090

Notes:

1. Trade schools permitted by right; all other schools require an AUP.
 2. Permitted if the entire operation is conducted within a completely enclosed building or screened from view behind a fence or wall.
 3. Off-site sales of alcohol permitted as an allowed use if incidental to a permitted use (e.g., breweries, wineries). Only retail sale of alcohol is permitted as part of the primary use. All other types of off-site sales (e.g., convenience store) require a conditional use permit. See Wholesaling and Distribution for nonretail sales.
 4. On-site sales permitted with limited use permit. Off-site requires a conditional use permit.
 5. Incidental sales up to 15 percent of developed portion of site are permitted as a by-right use and must be fully screened from view or enclosed within a building. Automotive sales that exceed 15 percent of the developed portion of the site or outdoor display areas that are not screened from view may be permitted with the issuance of a limited use permit.
 6. All retail, accessory and office, accessory uses are permitted up to a combined 50 percent of total building square footage.
 7. The following limitations apply to retail, accessory and office, accessory in the M-2 district:
 - a. Sales are allowed when incidental to a permitted use and sales and stock room area does not exceed 25 percent of total floor area;
 - b. Offices are allowed when incidental to a permitted use and do not exceed 25 percent of total floor area;
 - c. Cafes/restaurants are allowed up to 15 percent of building square footage (freestanding restaurants require the issuance of a conditional use permit).
 8. Up to 50 percent of total building area may be used for storage, warehousing, distribution or similar use as a permitted use. A conditional use permit is required to exceed this percentage.
 9. This use is permitted if an integral part of the primary use (unrelated, incidental rental operations are not permitted). Additional provisions in RCMC 23.913.040 (Accessory automobile sales and rental uses) apply.
 10. Uses which serve alcohol for on-site consumption and which have an "on-sale" license from the California Department of Alcoholic Beverage Control must be located at least 250 feet from any adult live theater in which live nude dancing is performed and which is subject to Section 143.3 of the California Code of Regulations.
 11. On-site urban agriculture stands are allowed up to 120 square feet, on the site of an urban agriculture use consistent with applicable regulations in RCMC 23.904.030.
 12. See RCMC 23.910.020 (Convenience stores).
 13. See Chapter 23.915 RCMC (Storage, Personal Storage Facility Development Standards).
 14. Massage parlors and massage establishments must be located at least 1,000 feet from other massage parlors and massage establishments, as measured from the entrance of each establishment. This shall not apply to any home occupation massage business that is in full compliance with home occupation requirements in Chapter 23.901 RCMC.
 15. Over 20,000 square feet requires an administrative use permit.
 16. On-site consumption of food is considered a permitted use if the related primary use is a permitted use.
 17. On-site consumption of alcohol, as an accessory use to a permitted use, requires approval of an administrative use permit.
- [Ord. 5-2019 § 3 (Exh. A); Ord. 3-2019 § 5 (Exh. A); Ord. 15-2018 § 4 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 1-2016 § 3; Ord. 15-2015 §§ 4, 5; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 20-2010 § 3 (Exh. B); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.030)].

23.316.040 Development standards.

The following development standards are applicable to the general commercial and industrial zoning districts. These standards, along with other development standards (e.g., landscaping requirements, parking standards) in this title and citywide design guidelines, are intended to assist property owners and project designers in understanding the city's minimum requirements and expectations for high quality development.

Table 23.316-2: General Commercial and Industrial Zoning Districts Development Standards

Development Standards	GC	M-1	M-2
Setbacks (minimum):			
Front and Street-Side/Corner	25 ft	25 ft	25 ft
Side and Rear	0 ft	0 ft	0 ft
Side and Rear, Abutting Agricultural or Residential Use or Zone	25 ft	15 ft	15 ft
Height (maximum):			
All Other Parcels	100 ft ¹	40 ft ¹	100 ft ¹

Development Standards	GC	M-1	M-2
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Notes:

1. The height may be increased to a maximum of 150 feet as part of design review.

[Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.040)].

Chapter 23.719

PARKING AND LOADING

Sections:

- 23.719.010 Purpose.
- 23.719.020 Applicability.
- 23.719.030 Permit requirements.
- 23.719.040 Calculations.
- 23.719.050 Use and general requirements for parking lots.
- 23.719.060 Requirements for off-street parking spaces.
- 23.719.070 Vehicle parking requirements.
- 23.719.080 Reductions and exceptions to minimum parking requirements.
- 23.719.090 Design standards for surface parking lots.
- 23.719.100 Design standards for parking structures.
- 23.719.110 Bicycle parking requirements.
- 23.719.120 Design standards for bicycle parking facilities.
- 23.719.130 Standards for off-street parking for private residences.
- 23.719.140 Trip reduction requirements.
- 23.719.150 Off-street loading requirements.

23.719.160 Electric vehicle parking.**23.719.010 Purpose.**

This chapter establishes standards for the amount, location, and development of motor vehicle parking, bicycle parking, and on-site loading areas. The purpose of the standards is to provide for safe vehicular parking, circulation, and loading requirements supportive of a variety of uses in an increasingly pedestrian, bicycle-friendly, and transit-oriented community. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.010)].

23.719.020 Applicability.

Off-street parking and loading provisions of this chapter shall apply as follows:

A. New Development. For all buildings or structures erected and all uses of land established after the effective date of the ordinance codified in this title, parking for vehicles and bicycles and loading facilities shall be provided as required by this chapter.

B. Change in Use. When the use of any building, structure, or premises is changed, resulting in an increase of more than 10 percent in the required number of off-street parking spaces, additional off-street parking shall be provided consistent with Table 23.719-1 (Required Minimum Vehicle Ratios) and required bicycle parking, and the parking lot design shall comply with the requirements of this code.

C. Change of Occupancy. Where a new business license is required, additional parking spaces shall be provided if the new occupancy would result in an increase of more than 10 percent in the required number of off-street parking spaces. The director or his/her designee shall review the parking requirements of the proposed use and must approve the parking plan before a new business license is issued.

D. Modification to Existing Structures. Whenever an existing building or structure is modified such that it creates an increase of more than 10 percent in the number of off-street parking spaces required, additional off-street parking spaces shall be provided in accordance with the requirements of this chapter. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.020)].

23.719.030 Permit requirements.

New parking lots and modifications or expansions to existing parking lots require the following permits:

A. Building Permit. New parking lot design and modifications to existing parking lots in conjunction with a substantial change in use to an existing structure shall be reviewed in conjunction with the building permit and any other land use or development permit required for the project.

B. Zoning Certification. Modification or improvement to an existing parking lot that impacts the parking space layout, configuration, number of stalls, landscape planters, etc., shall require zoning certification as provided in Chapter 23.113 RCMC (Zoning Certification) to authorize the change as consistent with the zoning code.

C. Exempt Activities. Parking lot improvements listed below shall be considered minor in nature in that they do not alter the number or configuration of parking stalls. Such improvements shall be exempt from permit requirements.

1. Repairing any defects in the surface of the parking area, including holes and cracks.
2. Resurfacing, slurry coating, and restriping of a parking area with identical delineation of parking spaces.
3. Repairing or replacing in the same location damaged planters and curbs.
4. Working in landscape areas, including sprinkler line repair, replacement of landscape materials, or refurbishment. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.030)].

23.719.040 Calculations.

A. If the calculation for parking needs results in the requirement for a fraction of a parking space, the value shall be rounded to the nearest whole number as provided in RCMC 23.107.020 (Rules of interpretation).

B. Seating capacity shall be based upon the actual number of seats or one seat per 18 inches of bench or pew length and one seat per 24 inches of booth length for dining. For other areas where seating is not fixed, the seating capacity shall be determined as indicated by the Uniform Building Code. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.040)].

23.719.050 Use and general requirements for parking lots.

A. All vehicular parking areas shall be maintained by the owner of the property, ~~such as being~~ kept free of garbage and debris, and free of damage to asphalt, concrete surface, landscape areas, ~~and-or~~ curbing.

B. Required off-street parking spaces and parking areas shall be used only for parking operable vehicles of residents, employers, employees, customers, and visitors as appropriate to the allowed uses of the applicable zone.

C. Required off-street parking spaces shall not be used for the storage of vehicles or materials, or for the parking of trucks used in conducting business. Parking spaces not needed to meet minimum requirements may be used for alternative uses subject to the provisions of this title (e.g., temporary use permit, permanent or semi-permanent display of merchandise).

D. No sales, storage, repair work, dismantling, or servicing of any kind shall be permitted in parking spaces without necessary permits for such use.

E. All required off-street parking shall be kept clear of temporary or permanent obstructions.

F. Existing parking shall not be reduced below the requirements of this section.

G. Living, sleeping, or housekeeping in any vehicle, trailer, or vessel is prohibited.

H. For residential tenant and guest parking, the spaces must be marked ~~pursuant to~~ the required minimum standards for tenant and guest parking. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.060). Formerly 23.719.060].

23.719.060 Requirements for off-street parking spaces.

A. Required off-street parking spaces shall not be located within any required front yard or required street side yard setback of any parcel (see RCMC 23.719.130 (Standards for off-street parking for private residences) for additional allowances and requirements).

B. Parking may not occur within any required clear vision triangle area on a corner lot.

C. Parking spaces shall not preclude direct and free access to stairways, walkways, elevators, any pedestrian accessway, or fire safety equipment. Such access shall be a clear minimum width of 44 inches, no part of which shall be within a parking space. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.070). Formerly 23.719.070].

23.719.070 Vehicle parking requirements.

A. Minimum Requirements. Minimum vehicle and parking space requirements are listed in Table 23.719-1 (Required Minimum Vehicle Ratios). Where there is more than one parking ratio listed in the table, the greater of the two applies.

B. For the purpose of calculating parking ratios in all districts, the following types of parking are considered outdoor storage and are not considered parking:

1. Fleet vehicle parking.
2. Parking for vehicles that are for sale, lease, or rent.

C. Parking areas that exceed minimum vehicle parking requirements are subject to the following requirements:

1. All projects that exceed the minimum parking requirement by more than 125 percent shall demonstrate how the property can be developed in the future to utilize the additional parking areas for structures, landscaping, plazas, or other active use.

2. The number of vehicle spaces provided shall not exceed 150 percent of the minimum parking ratio.

32. In the downtown district, the number of vehicle parking spaces provided shall not exceed 125 ~~150~~ percent of the minimum parking ratio. Where no parking is required, the maximum parking allowance is two spaces.

D. Similar Use. For a use not listed in Table 23.719-1 (Required Minimum Vehicle Ratios), the required vehicle shall be the same as for the most similar use listed, as determined by the director.

E. Compact Car Spaces.

1. Up to 25 percent of the required number of parking spaces may be sized for compact cars.
2. Compact car parking spaces shall be at least eight feet in width and 16 feet in length, and shall be clearly marked "COMPACT CARS ONLY," "COMPACT," or "C."
3. Compact car spaces shall be distributed throughout the parking lot.
4. Where an entire section of the parking lot is restricted to compact parking with an angle of 90 degrees, the aisle width may be reduced from the standard 25 feet to 21 feet. Such compact sections should be located so as to minimize the distance from the parking lot section to the appropriate building or activity.

F. Disabled Parking. All off-street parking areas of multifamily, mixed use, and nonresidential properties must comply with the requirements of the Disabled Access Regulations, California Building Code, Title 24.

G. Tandem parking may be used in apartment and condominium developments.

H. Mechanical or automated parking may be used in apartment and condominium developments.

~~G. Exceptions. Exceptions to minimum parking space standards shall be permitted in accordance with RCMC 23.719.080 (Reductions and exceptions to minimum parking requirements).~~

Table 23.719-1: Required Minimum Vehicle Ratios

Land Use Category	Vehicle Parking Spaces
Residential Uses	
Adult Day Care Home	None beyond single-family
Caretaker Housing	1/bedroom
Dwelling, Multifamily	
Studio and one-bedroom units	1.5/unit <u>1/-unit</u>
Two- and three-bedroom units	2/unit <u>2-per/unit</u>
Four- or more bedroom units	2/unit <u>2-per/unit</u>
+ Guest parking	0.6/unit <u>0.2/unit</u>
Accessory Dwelling Unit ¹¹	1/unit
Junior Accessory Dwelling Unit	No minimum
Dwelling, Single-Family ^{1,2}	2/unit
Dwelling, Two-Family ^{1,2}	2/unit
Family Day Care Home, Large	1 additional
Family Day Care Home, Small	No minimum
Dormitories	1 space/3 occupants
Group Residential	None beyond single-family
Guest House	0 additional
Home Occupations ³	1 additional
Live-Work Facility	2/unit (plus 0.25/unit for guests)
Manufactured Home	2/unit
Mobile Home	2/unit
Mobile Home Park	2/unit
Residential Care Home	1 space per employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Senior Independent Living Facility	0.5/unit (plus 0.1 per unit for guests)
Agriculture, Resource, and Open Space Uses	
Equestrian Facility	1/4 stables
Recreation, Education, and Public Assembly Uses	
Cemeteries, Mausoleums	1/4 seats ⁵
Clubs, Lodges, and Private Meeting Halls	1/3 seats ⁵

Land Use Category	Vehicle Parking Spaces
Community Centers/Civic Uses	4/1,000 sf
Community Garden	1/5,000 sf lot area ⁴
Correctional Institution	Parking Study Required
Golf Courses ⁶	10/hole
Indoor Amusement/Entertainment Facility	4/1,000 sf
Indoor Fitness and Sports Facility	4/1,000 sf
Libraries and Museums	3/1,000 sf
Outdoor Commercial Recreation	2/1,000 sf ⁹ or 1/4 seats or person capacity, whichever is greater
Parks and Public Plazas (less than 10 acres)	No minimum
Parks (10 acres or larger)	5% of total site area ^{4,7}
Public Safety Facility	4/1,000 sf
Recreational Vehicle Parks	1.5/site
Religious Institutions	0.3/seat
Resource-Related Recreation	1/10,000 sf land area, minimum 4 spaces
Schools, Public	
Preschool facilities and kindergartens	1/employee plus 1 per classroom, or 1/3 seats in assembly area, whichever is greater
Elementary or middle schools	1/employee plus 1 per classroom, or 1/3 seats in assembly area, whichever is greater
High schools	1/employee plus 1/3 students in 11th and 12th grades; or 1/3 seats in main auditorium
Colleges	1 space/employee + 1 space/2 students; or 1/3 seats in largest assembly area
Commercial schools	1 space/employee + 1 space/2 students; or 1/3 seats in largest assembly area
Stadiums/Arenas	Special review of parking required
Theaters and Auditoriums	0.3/seat ¹⁰
Utility, Transportation, and Communication Use Listings	
Airport	Parking Study Required
Broadcasting and Recording Studios	3.2/1,000 sf
Heliports	1/landing pad
Park and Ride Facility	N/A
Parking Facility	N/A
Telecommunication Facility	0.5/1 employee
Utility Facilities and Infrastructure	0.5/1 employee
Retail, Service, and Office Uses	

Land Use Category	Vehicle Parking Spaces
Adult Day Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Alcoholic Beverage Sales	3.6/1,000 sf
Ambulance Service	3.2/1,000 sf
Animal Sales and Grooming	3.6/1,000 sf
Art, Antique, Collectable	3.6/1,000 sf
Artisan Shops	3.6/1,000 sf
Banks and Financial Services	3.2/1,000 sf 3/1,000 sf
Bars and Nightclubs	1 per 3 fixed seats, or 1/50 sf of net floor area of assembly space
Bed and Breakfast Inns	1/room
Building Materials Stores and Yards	1/1,000 sf
Business Support Services	3.2/1,000 sf
Call Centers	6/1,000 sf 5/1,000 sf
Child Day Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Convenience Stores	3.6/1,000 sf
Drive-In and Drive-Through Sales and Service (not including restaurants)	1 space/2 employees during period of greatest employment
Equipment Sales and Rental ⁸	1/250 sf interior sales area, plus 1/1,000 sf exterior display area
Furniture, Furnishings, and Appliance Stores	1/1,000 sf
Garden Center/Plant Nursery	1/300 sf retail sales area, plus 1/1,000 sf exterior display area
Grocery Stores/Supermarket	3.5/1,000 sf
Home Improvement Supplies	2.5/1,000 sf 2/1,000 sf
Hotels and Motels	1/room
Kennels, Commercial	3.2/1,000 sf
Maintenance and Repair, Small Equipment	3.2/1,000 sf
Medical Services, General	3.9/1,000 sf
Medical Services, Extended Care	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Medical Services, Hospitals ⁹	2/bed or 2/1,000 sf
Mortuaries and Funeral Homes ⁵	1/3 seats
Neighborhood Market	3/1,000 sf
Offices, Business and Professional ¹²	3/1,000 sf
Offices, Accessory	3/1,000 sf
Personal Services	3.2/1,000 sf

Land Use Category	Vehicle Parking Spaces
Residential Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Restaurants	1/3 seats
Retail, Accessory	3.6/1,000 sf
Retail, General	3.6/1,000 sf
Retail, Warehouse Club	3.6/1,000 sf
Veterinary Facility	3.2/1,000 sf
Regional Shopping Center	5.5/1,000 sf
Tasting Room ¹³	1 space/300 sf
Automobile and Vehicle Uses	
Auto and Vehicle Dismantling	43 spaces, plus 1 space/employee
Auto and Vehicle Sales and Rental	2.5/1,000 sf, plus 1 space per rental vehicle
Auto and Vehicle Sales, Wholesale	1/1,000 sf, minimum 2 spaces
Auto and Vehicle Storage	1/2,000 sf, plus 1 space/company-operated vehicle
Vehicle Auto Parts Sales	3.6/1,000 sf
Car Washing and Detailing	3 spaces minimum + 2 per bay
Service Stations	3 spaces minimum + 2 per bay
Vehicle Services	2 per service bay
Industrial, Manufacturing, and Processing Uses	
Agricultural Products Processing	1.6/1,000 sf, plus 1 space/company-operated vehicle
Manufacturing ¹⁴	1.6/1,000 sf, plus 1 space/company-operated vehicle <u>1/1,000 sf, plus 1 space/company-operated vehicle</u>
Office (as accessory to a use in this category)	2.7/1,000 sf
Printing and Publishing	1/1,000 sf, plus 1 space/company-operated vehicle
Recycling Facility, Processing	1/200 sf office space, plus 1 space/employee
Recycling Facility, Scrap and Dismantling Facility	1/1,000 sf, plus 1 space/company-operated vehicle
Research and Development	3/1,000 sf <u>2.5/1,000 sf</u>
Storage, Personal Storage Facility ¹⁵	1/2,000 sf, plus 1 space/company-operated vehicle <u>3 spaces plus one space for every 100 storage units</u>
Storage, Warehouse	0.5/1,000 sf, plus 1 space/company-operated vehicle
Wholesaling and Distribution	0.5/1,000 sf, plus 1 space/company-operated vehicle
Special Regulated Uses	
Card Rooms	1/2 seats in play area
Check Cashing Businesses	3.6/1,000 sf
Massage Parlor	3.2/1,000 sf

Land Use Category	Vehicle Parking Spaces
Pawnshops	3.6/1,000 sf
Recycling Facility, Collection Facility	3.2/1,000 sf
Sexually Oriented Businesses	1/3 fixed seats or 4/1,000 sf, whichever is greater
Smoke Shops	3.6/1,000 sf
Tattoo Parlors	3.6/1,000 sf
Thrift Store	3.6/1,000 sf

Notes:

1. See RCMC 23.719.130.
2. Parking may be reduced to one space per unit for residential units for low or moderate income subsidized homeownership units.
3. Additional parking for home occupations is not required to be covered or enclosed and may occur within the front or street-side yard setback on a driveway or other paved surface.
4. On-street parking space adjacent to park property may be credited toward parking requirement.
5. Applies to seating in main or largest assembly area only.
6. Clubhouse calculated as retail and provided in addition to required spaces for golf courses. Additional parking not required for accessory uses (e.g., driving ranges, putting greens, maintenance shops, equipment storage).
7. Parking based on area of active recreation only.
8. Indoor and outdoor merchandise display areas.
9. Calculate associated medical office facilities as medical services, general.
10. If fixed seating is not used, then parking shall be provided at a ratio of one space/30 square feet of floor area in the assembly hall(s).
11. Parking requirements shall be in compliance with Government Code Section 65852.2. No additional parking shall be required for an accessory dwelling unit if: the unit is located within one-half mile of public transit, the unit is located within an architecturally and historically significant district; the unit is part of the existing primary residence or an existing accessory structure; or there is a car share vehicle located within one block of the unit.
12. [Office, Business and Professional shall be allowed up to 200% of minimum required parking by right with no additional approvals.](#)
13. Required parking spaces for adjacent uses can be counted towards the required parking for a tasting room as long as the hours of operations for the use do not overlap with the tasting room hours.
14. [Manufacturing shall be allowed up to 300200% of minimum required parking by right with no additional approvals.](#)
15. [Personal storage facilities with internally accessed storage units \(units not directly accessed from internal drive aisles\) shall provide loading zones at each building with number of loading spaces determined during project review.](#)

[Ord. 3-2019 § 5 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.080). Formerly 23.719.080].

23.719.080 Reductions and exceptions to minimum parking requirements.

The following are exceptions or reductions to minimum parking requirements that are available:

A. Parking District Waiver. Minimum off-street parking requirements may be waived for properties that have access to public parking facilities. The waiver may be granted by the director.

B. Parking Reduction. Parking may be reduced by the approval authority according to the following provisions. Total parking reductions may not exceed 20 percent of required parking:

1. Reduction for Special Motor Vehicles. Up to five percent of the off-street parking may be provided by smaller parking spaces for special or alternative motor vehicles (e.g., golf carts, motorcycles, motorized scooters).
2. Reduction for Secure Bicycle Parking. Developments which provide additional secure bicycle parking facilities over and above the minimum requirement may reduce their parking requirement by one vehicle space for every two additional bicycle spaces provided.
3. Reduction for Parking Near Major Transit Stops (e.g., light rail stations, BRT stations, or significant bus facilities). Parking requirements may be reduced by 25 percent within one-half mile or 40-50 percent when within one-quarter mile of a major transit stop.

4. Reduction for Existing Uses to Enable Property Enhancements. Parking requirements for existing nonresidential development may be reduced by up to 10 percent if spaces are replaced with either or both of the following:

- a. Landscaping.
- b. On-site pedestrian plazas, seating areas, shelters, bicycle racks, and/or walkways.

5. Shower/Locker Facilities. Developments with 100 or more employees may reduce their parking requirement by providing shower and clothing locker facilities for bicycle-commuting employees. Maximum reduction: five percent of required parking.

6. Preferred Carpool/Vanpool Parking Spaces. Office or industrial developments which guarantee preferred parking spaces (e.g., covered, shaded, or near building entrance) to employees who participate regularly in a carpool or vanpool may reduce their parking requirement by one vehicle space for every one space which is marked and reserved for carpools/vanpools at a preferred location. Maximum reduction: five percent of required parking.

C. Joint Vehicle Parking Lot or Structure. Required parking for two or more freestanding uses on adjacent or nearby sites may be satisfied by the use of a joint vehicle parking facility to the extent that it can be shown by the owners or operators that the demand for parking in the joint facility does not materially overlay (e.g., uses primarily of a daytime versus a nighttime or weekday versus weekend nature); and provided, that such right of joint use is evidenced by a deed, lease, contract, or similar written instrument upholding such joint use. In this situation, the size of the joint parking lot shall be at least as large as the number of vehicle parking spaces required by the largest user.

D. Parking in Mixed-Use Projects. In mixed-use projects with residential, office and/or commercial components it is assumed that some parking spaces will be shared due to the difference in peak parking demand and required motor vehicle parking may be reduced according to the following formula:

- 1. Calculation of the minimum vehicular parking for the portion of the building occupied by the primary is based on 100 percent of the floor area.
- 2. Calculation of the minimum vehicular parking for the portion of the building occupied by secondary or subsequent uses may be calculated at 80 percent of the floor area.

E. Available parking in public or common parking lots and structures.

F. Additional parking reductions may be permitted as part of an adjustment process. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.100). Formerly 23.719.090].

23.719.090 Design standards for surface parking lots.

A. All vehicular parking spaces shall be on the same lot as the main structure they serve, on an abutting lot, or within 1,000 feet, subject to the following requirements:

- 1. There is a safe, direct, attractive, lighted, and convenient pedestrian route between the vehicle parking area and the use being served.
- 2. There is an assurance in the form of deed, lease, contract, or other similar document that the required spaces will continue to be available for off-street parking use according to the required standards.

B. Special Requirement for Parking in Downtown District.

- 1. ~~Auto-Vehicle~~ parking lots shall be located behind or beside buildings on one or both sides.
- 2. ~~Auto-Vehicle~~ parking and maneuvering areas (including any permitted drive-through service lanes) shall not be located between the street and the building facade with the primary entrance.

3. ~~Auto-Vehicle~~ parking and maneuvering areas located to the side of a building cannot occupy more than 50 percent of the site's frontage onto an arterial or collector roadway. When a site has more than one frontage on an arterial or collector roadway, then the ~~vehicle~~~~auto~~ parking lot located to the side of a building may occupy more than 50 percent of the site's frontage on the secondary street.

4. ~~Auto-Vehicle~~ parking and maneuvering areas on corner lots shall not be located adjacent to intersections.

C. Parking Lot Design.

1. Surfacing and Striping. Areas used for parking and maneuvering of vehicles shall be paved with a minimum of two-inch asphalt, concrete, or equivalent surface. All parking areas shall be appropriately striped, marked, and signed.

2. Curb Cuts/Access Points. Street access points shall be the minimum necessary to provide access while not inhibiting the safe circulation and carrying capacity of the street. Curb cuts must comply with city street improvement standards.

3. Driveways/Driveway Approach Width and Grade. The minimum driveway width shall comply with public improvement and fire safety standards.

4. Back-Out Parking. With the exception of duplexes and single-family residences, all parking areas shall be designed so that vehicles are not permitted to back out of the parking area onto a public street.

5. Driveway/Drive Aisle Width. Driveways shall have a minimum paved width of 20 feet for two-way circulation and 14 feet for one-way circulation or according to Table 23.719-2 (Angle Parking Space and Drive Aisle Dimensions), wherever is greater. Driveways shall not occupy a yard setback or buffer except to pass through the yard in order to connect directly to a public street or as necessary for shared driveways and internal access between uses on abutting lots.

6. See RCMC 23.910.030 for drive-in and drive-through sales and services design standards.

7. Turnaround Areas. Parking spaces shall be provided with adequate drive aisles or turnaround areas so that all vehicles may enter the street in a forward manner.

8. Setback Restrictions for Parking Spaces and Drive Aisles. Parking areas including spaces, aisles, and turnaround and maneuvering areas shall not occupy the required setbacks.

9. Connect Parking Lots. ~~Auto-Vehicle~~ parking areas shall be designed to connect with ~~vehicle~~~~auto~~ parking areas on adjacent sites to eliminate the necessity of utilizing the public right-of-way for cross movements. Joint or shared access, internal circulation, or parking is encouraged with adjacent uses.

10. Minimum Clearance. Driveways, aisles, turnaround areas, and ramps shall have a minimum vertical clearance of 12 feet for the entire length and width, but such clearance may be reduced in parking structures.

11. Drainage. Adequate drainage shall be provided to dispose of the runoff generated by the impervious surface area of the parking area. Provision shall be made for the on-site collection of drainage waters to eliminate sheet flow of such waters onto sidewalks, public rights-of-way, and abutting private property.

12. Clear Vision Area. See RCMC 23.731.060 (Height measurement) for driveway clearance vision area requirements.

13. Service and Loading Areas. Service and loading areas shall not be located on the frontage of a light rail station or adjacent street.

D. Parking Space Dimensions and Aisle Standards for Surface Parking Lots.

1. All surface parking lots shall be designed in accordance with city standards for stalls and aisles as set forth in Tables 23.719-2 (Angle Parking Space and Drive Aisle Dimensions) and 23.719-3 (Parallel Parking Space and

Drive Aisle Dimensions) and Figures 23.719-1 (Angle Parking Space and Drive Aisle Dimensions) and 23.719-2 (Parallel Parking Space and Drive Aisle Dimensions).

Table 23.719-2: Angle Parking Space and Drive Aisle Dimensions

Angle	Stall Width a	Stall to Curb b	Aisle c	Two Rows + Aisle d
90°	9'-0"	19'-0"	25'-0"***	63'-0"
	9'-6"	19'-0"	24'-8"***	62'-6"
	10'-0"	19'-0"	24'-0"***	62'-0"
60°	9'-0"	21'-0"	20'-0"***	62'-0"
	9'-0"	21'-0"	19'-0"*	61'-0"
	9'-6"	21'-3"	18'-6"*	61'-0"
	10'-0"	21'-6"	18'-0"*	61'-0"
45°	9'-0"	19'-10"	20'-0"***	59'-8"
	9'-0"	19'-10"	16'-4"*	56'-0"
	9'-6"	20'-2"	15'-2"*	55'-6"
	10'-0"	20'-6"	14'-0"*	55'-0"

* One-way aisle.

** Two-way aisle.

Figure 23.719-1: Angle Parking Space and Drive Aisle Dimensions

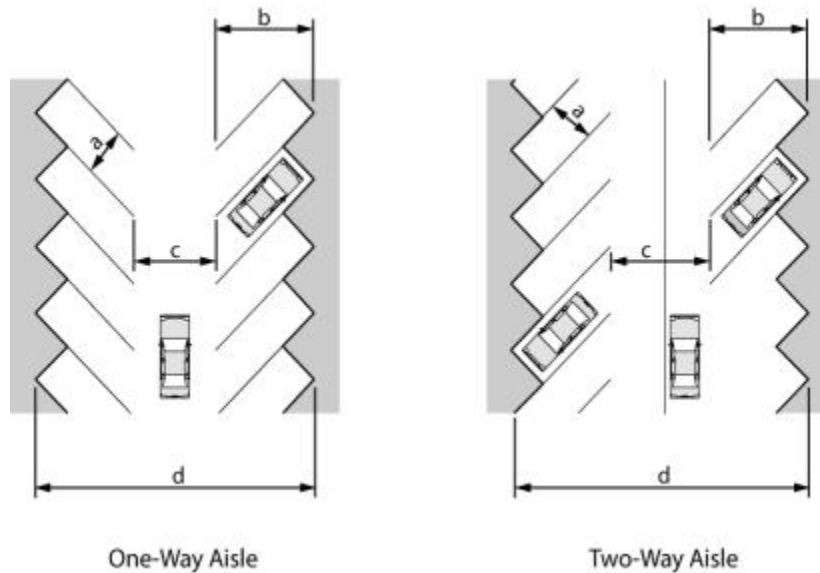


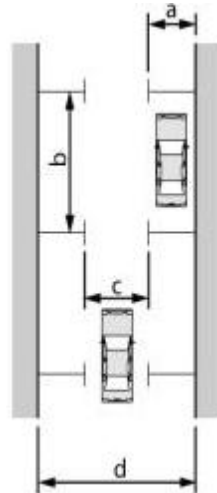
Table 23.719-3: Parallel Parking Space and Drive Aisle Dimensions

Stall Width a	Stall Length b	Aisle c	Two Rows + Aisle d
9'-0"	24'-0"	12'-0"*	30'
9'-6"	24'-0"	12'-0"*	31'

Stall Width a	Stall Length b	Aisle c	Two Rows + Aisle d
10'-0"	24'-0"	12'-0"*	32'

*One-way

Figure 23.719-2: Parallel Parking Space and Drive Aisle Dimensions



E. A minimum of 75 percent of vehicle parking stalls shall be of standard size (the remainder may be compact). See RCMC 23.719.070(E) (Compact Car Spaces).

F. Landscaping of Parking Lots. See RCMC 23.716.070 (Parking lot landscape).

G. Pedestrian Circulation/Walkways. Pedestrian circulation/walkways shall be designed to the requirements specified in RCMC 23.722.050 (Standards for on-site pedestrian pathways).

H. Vehicular Overhang.

1. Vehicular overhang is permitted, provided no vehicle shall overhang into a sidewalk which would reduce the unencumbered width of a sidewalk to less than four feet.
2. A vehicle is permitted to overhang into a landscaped area by two feet; provided, that the required landscaped area is extended by two feet.
3. The overhang shall not count as part of the parking space dimension.

I. Lighting of Parking Lot. See Chapter 23.725 RCMC (Outdoor Lighting). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.110). Formerly 23.719.100].

23.719.100 Design standards for parking structures.

A. Ground Floor Active Use. For all new multi-level parking structures, a minimum of 50 percent of the total ground floor street frontage, excluding driveway entrances and exits, stairwells, elevators, and centralized payment booths, shall be designed to accommodate commercial, retail, office, or residential floor space.

B. Ground Floor Facades. Blank, flat walls are prohibited on all parking structure facades that face public rights-of-way. The following are acceptable methods to avoid blank, flat walls. One or more of these methods shall be incorporated along the entire facade:

1. Street-facing ground floor active uses (see subsection (A) of this section, Ground Floor Active Use).

2. Ground floor windows, doors, or display areas.

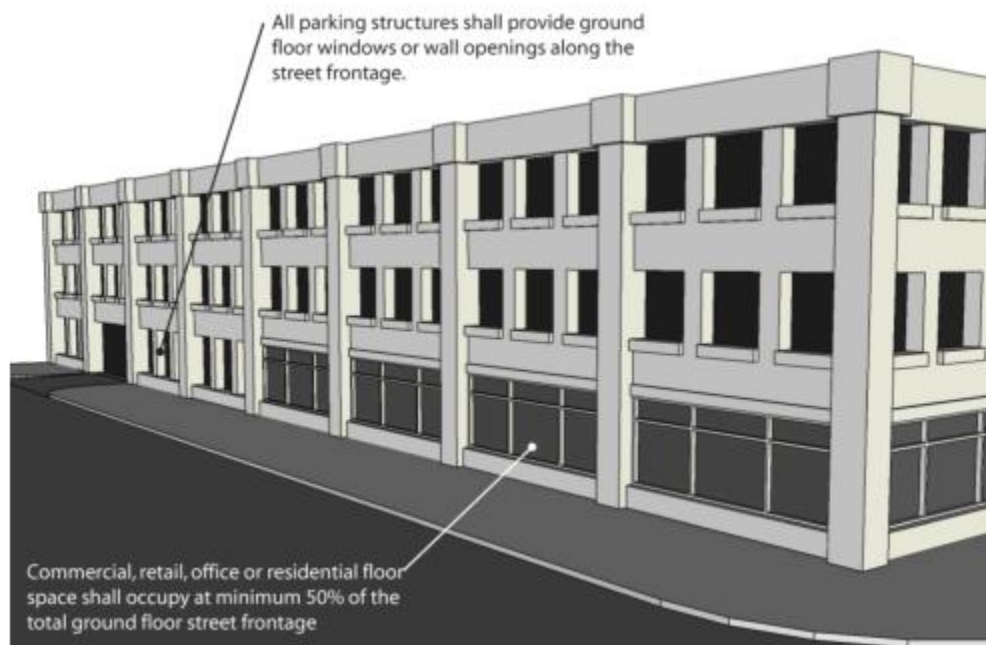
3. A repeating pattern of color change, texture change, and material change, each of which should be integral parts of the structure and not superficially applied trim, graphics, or paint.

4. The use of reveals, projecting ribs, or offsets which should be no less than 12 inches in width. All elements should repeat at intervals of 30 feet or less.

C. Lighting. Metal halide lighting shall be used for all parking structures, with uplighting being the preferred method of lighting. This allows for a more even lighting distribution across the floor and field of vision for users, accurate color rendition, and protection from lighting elements.

D. All parking structures are subject to design review as described in Chapter 23.140 RCMC (Minor Design Review) or Chapter 23.141 RCMC (Major Design Review).

Figure 23.719-3: Parking Structure Design Requirements



[Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.120). Formerly 23.719.110].

23.719.110 Bicycle parking requirements.

A. Short-Term Bicycle Parking. If a land use or project is anticipated to generate visitor traffic, the project must provide permanently anchored bicycle racks within 100 feet of the visitors' entrance. To enhance security and visibility the bicycle racks shall be readily visible to passersby. The bicycle capacity of the racks must equal an amount equivalent to 10 percent of all required motorized vehicle parking. There shall be a minimum of one rack with capacity for two bicycles.

B. Long-Term Bicycle Parking. Buildings with over 10 tenant-occupants (e.g., multifamily tenants, owners, employees) shall provide secure bicycle parking for five percent of required motorized vehicle spaces for employees/residents, with a minimum of one space. Acceptable parking facilities shall be convenient from the street and include one or a combination of the following:

1. Covered, lockable enclosures with permanently anchored racks for bicycles.

2. Lockable bicycle rooms with permanently anchored racks.
3. Lockable, permanently anchored bicycle lockers.
4. In the case of residential development a standard garage is sufficient, if available. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A). Formerly 23.719.115].

23.719.120 Design standards for bicycle parking facilities.

All developments shall meet the following minimum requirements for bicycle parking and design. The purpose of these design standards is to ensure that bicycle parking is visible from the buildings served, is convenient to cyclists, and provides sufficient security from theft and damage.

A. Minimum Required Bicycle Parking. Minimum required bicycle parking spaces are required as designated in RCMC 23.719.110 (Bicycle parking requirements).

B. Bicycle Parking Location and Access.

1. Use. Areas set aside for required bicycle parking must be clearly reserved for bicycle parking only.
2. Lighting. See RCMC 23.725.060 (General lighting standards).
3. Location.
 - a. Outdoor bicycle parking should be located within 100 feet, or as close as possible to the primary building entrance, without impeding pedestrian circulation or emergency access.
 - b. Bicycle parking must be visible from within on-site buildings or the street.
 - c. Bicycle parking may be located within a building if access is readily available from an outdoor entrance.
 - d. Bicycle parking is prohibited within 100 feet of a trash or recycling enclosure.
4. Amenities. Bicycle parking areas are encouraged to include a bench and bicycle rack screened with 30- to 36-inch shrubs from any parked cars or arterial streets.
5. Pedestrian Conflicts. Bicycle parking and bicycle racks shall be located to avoid conflicts with pedestrian movement and accessibility requirements.

C. Covered Bicycle Parking Spaces for All Uses. All required employee bicycle parking spaces and 50 percent of all visitor bicycle parking must be sheltered from precipitation by means such as roof extensions, overhangs, awnings, arcades, carports, roofed enclosures, lockers, or indoor bicycle rooms. These may be Class I parking spaces (e.g., bike lockers) or other suitable alternative.

D. Bicycle Parking for Residential Uses. When required, 25 percent of all bicycle parking for residential uses shall be provided as Class I facilities (locker, bike room, etc.).

Figure 23.719-4: Acceptable Covered Bicycle Parking Options (Bicycle Parking Near Entry Door, Freestanding Bicycle Parking Enclosure, and Indoor Bicycle Room)



Bicycle Parking Near Entry



Freestanding Bicycle Parking Enclosure



Indoor Bicycle Room

E. Bicycle Rack Types and Dimensions.

1. Security. Bicycle parking facilities shall offer security in the form of either a lockable enclosure in which the bicycle can be stored or a rack upon which the bicycle can be locked. Bicycle parking racks, shelters, or lockers must be securely anchored to the ground or to a structure. Bicycle racks must hold bicycles securely by the means of the frame. The frame must be supported so that the bicycle cannot be pushed or fall to one side in a manner that will damage the wheels.

Figure 23.719-5a: Acceptable Bicycle Rack Options



Bicycle Racks That Support

Both Sides of a Bicycle



Bicycle Lockers



Sheltered Parking

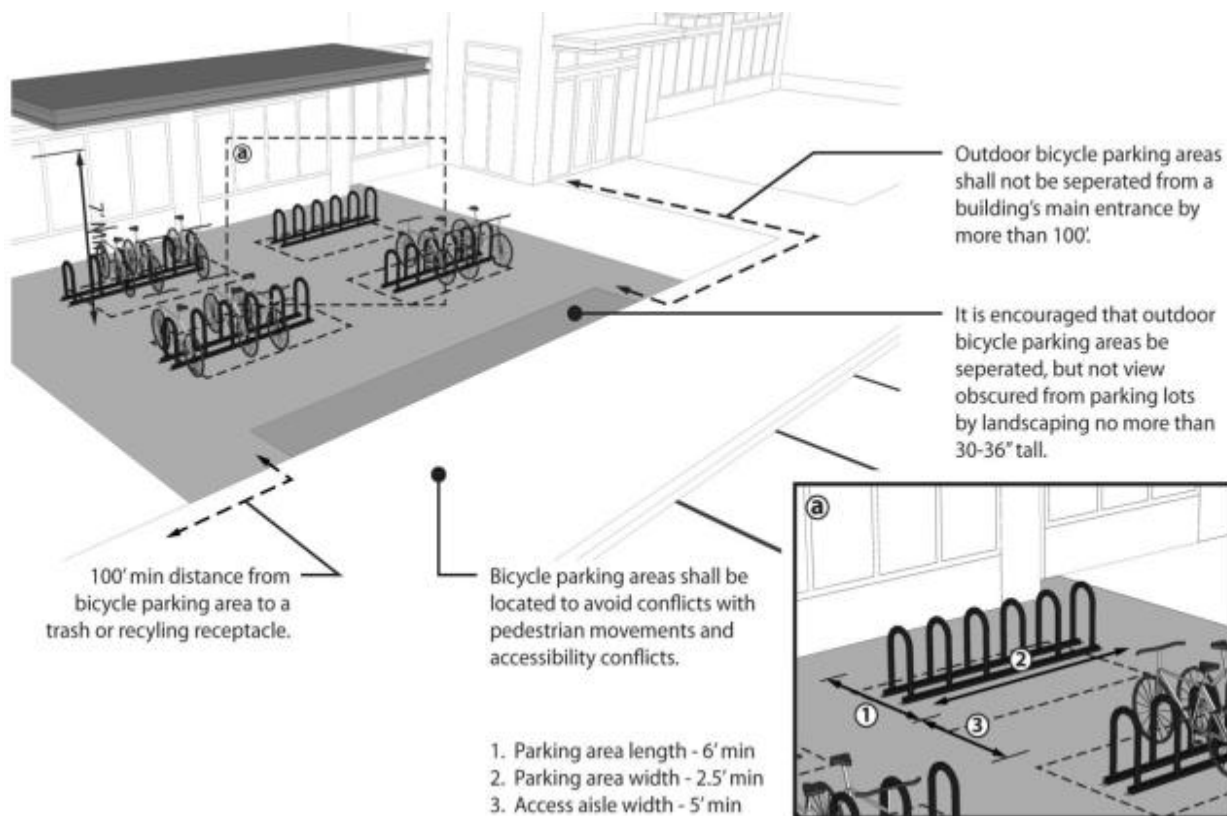
2. Unique artistic design facilities are encouraged. The racks/facilities should be easily identified as a bike rack.

Figure 23.719-5b: Artistic Bike Rack Design Options



3. Standards. Bicycle parking shall be at least one and one-half feet wide by six feet long for a single bicycle parking space or two and one-half feet wide by six feet long for two paired bicycle racks (as pictured in Figure 23.719-6) and, when covered, provide a minimum vertical clearance of seven feet. An access aisle of at least five feet wide shall be provided and maintained beside or between each row of bicycle parking. Each required bicycle space must be accessible without moving another bicycle. Bicycle parking spaces required by this chapter may not be rented or leased.

Figure 23.719-6: Bicycle Parking Area Design Requirements



F. Paving and surfacing of bicycle parking areas shall be surfaced with hard surfacing of at least two inches minimum (i.e., pavers, asphalt, concrete, or similar material). This surface must be designed to maintain a well-drained condition.

G. Exemptions. The following uses are exempt from bicycle parking requirements:

1. Temporary uses.
2. Agriculture.
3. Mini-storage facilities.
4. Home occupations. [Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.130)].

23.719.130 Standards for off-street parking for private residences.

Off-street parking and driveways for detached dwellings, manufactured homes, single-family attached dwellings, and two-unit attached dwellings shall meet the following requirements:

A. Any vehicle, trailer, or vessel which is inoperable or vehicles that are Certified as Non-Operation or Planned Non-Operation Certified with the Department of Motor Vehicles shall be stored entirely within an enclosed structure, where it is not visible from the street or other public or private property and shall not be parked or stored in any yard within a residential zoning district or neighborhood.

B. Unless specifically permitted by this code, required off-street parking spaces shall not be located within any required front yard or required street side yard setback of any parcel. Required parking must be provided within a fully enclosed garage or carport (see RCMC 23.734.040, Development standards).

C. Parking in excess of the required parking (e.g., driveways) may be provided within the front and street side yard setback, as follows:

1. Vehicle parking (including driveways) within the front yard area or as seen by the public street in residential areas shall be provided on a lasting, durable surface (e.g., concrete, asphalt, or similar material). Permeable paving materials, such as paver stones, pervious concrete, or interlocking grids with gravel, are permitted as an alternative to a standard asphalt or concrete surface. Use of grasscrete, ribbon drive (Hollywood strips) or other acceptable alternatives as determined by the director may be allowed for purposes of a driving surface that leads to a legal parking area outside of the front yard area or as seen by the public street. No parking is allowed on these features within the front yard area or as seen by the public street.

2. Parking areas shall not exceed the maximum impervious surface allowed on a parcel (e.g., impervious surface in front yards is limited to 40 percent coverage).

3. Parking may not occur within any required clear vision triangle area on a corner lot.

D. Each parking space shall be at least eight and one-half feet wide by 18 feet deep.

E. Tandem (end-to-end) parking is allowed to meet the minimum off-street parking requirements.

F. Required parking may be provided in the rear yard only when an alley is available for access.

G. The minimum driveway width is 10 feet. Driveway pavement shall be five feet from the side property line in order to provide an area of landscaping between adjacent lots. Deviations from these standards may be allowed through site plan and architecture review for small-lot single-family developments at the time of master home plan review where these standards cannot be attained due to design. Remaining unpaved portion shall be landscaped, irrigated, and maintained. See Figure 23.716-2 (Nonpervious Surface Limits in Single-Family and Two-Family Residential Zones).

H. The use of structures, temporary canopies, tarps, and other similar types of covering for vehicles is strictly prohibited within the front setback.

I. Commercial vehicles shall not be parked on residential property.

J. Parking of RVs, trailers, and vessels shall conform with the following additional regulations:

1. Parking on a lasting, durable surface (e.g., concrete, asphalt, grasscrete, or permeable paving material) is required.

2. Parking within the clear vision area is prohibited. [Ord. 15-2018 § 4 (Exh. A); Ord. 7-2018 § 3; Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.140)].

23.719.140 Trip reduction requirements.

A. Applicability. The provisions of this chapter shall apply to all major development projects defined as follows:

1. Any commercial, industrial, institutional, or other use which is expected to employ 200 or more persons, as determined by either actual employee projections or equivalent development size.

2. Any existing facility or development which increases its gross floor area and, after such increase, exceeds the minimum equivalent development size.

3. The director may, if projected traffic conditions warrant, apply the provisions of this section to developments smaller than those specified.

B. Exempt Projects. Notwithstanding any other provisions of this code, the following uses and activities shall be specifically exempt from the provisions of this section:

1. Development projects expected to employ fewer than 200 persons.

2. Temporary construction activities on any affected project, including activities performed by engineers, architects, contractors, subcontractors, and construction workers.

C. Equivalent Development Size. For the purpose of this section, the standards listed in Table 23.719-4 (Equivalent Development Size) shall be considered equivalent to the 200-employee threshold.

Table 23.719-4: Equivalent Development Size

Type of Use	Minimum Development Size (in square feet) Equivalent to 200 Employees
Office (excluding medical)	50,000
Industrial Office Park (MP)	60,000
Hospital and Medical Offices	80,000
Commercial	100,000
Light Industrial (M-1)	95,000
Heavy Industrial (M-2)	130,000
Mixed or Multiple Uses	¹

Notes:

1. The minimum development size for mixed- or multiple-use developments shall be calculated based on the employment equivalent of the square footage or areas devoted to each type of use.

D. Passenger Loading Areas. Parking areas for major development projects shall designate a passenger loading area or areas for embarking and disembarking passengers from ridesharing vehicles. Such passenger loading areas shall be located at the point(s) of primary pedestrian access from the parking area to the adjacent building(s) and shall be designed in such a manner that vehicles waiting in the loading area do not impede vehicular circulation in the parking area. The passenger loading areas shall be designed as a turn-out as indicated by Figure 23.719-7 and shall

be large enough to accommodate the number of waiting vehicles equivalent to one-half percent of the required parking for the project. See Figure 23.719-7 (Passenger Loading Areas).

Figure 23.719-7: Passenger Loading Areas



E. Preferential Parking Spaces for Carpool and Vanpool Vehicles. All major development projects shall reserve and designate at least 10 percent of the employee parking spaces for the project for ridesharing vehicles by marking such spaces “Carpool/Vanpool Only.” The number of preferential parking spaces must be increased above 10 percent of the employee parking as necessary to accommodate all legitimate carpools and vanpools. Such spaces shall be located near the building entrance(s), covered, shaded, or in some other obvious way be determined as preferential. For purposes of this section, the factors listed in Table 23.719-5 (Employee Parking Ratios) shall be used to determine the number of employee parking spaces.

Table 23.719-5: Employee Parking Ratios

Type of Use	Percentage of Total Parking Devoted to Employee Parking
Office (excluding medical)	70%
Hospital and Medical Office	50%
Commercial	30%
Industrial	70%

F. Shower and Locker Facilities. All development projects above the minimum development size threshold shall provide shower and locker facilities for use by employees or tenants who commute to the site by bicycle or walking. Such facilities shall be clearly indicated on all development/improvement plans. One shower and eight lockers with minimum dimensions of 12 inches by 18 inches by 36 inches shall be provided for each 200 employees or fraction thereof, based on the equivalent development size data. The shower and locker facilities must be located convenient to one another and should be located near the employee bicycle parking facilities whenever possible. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.150)].

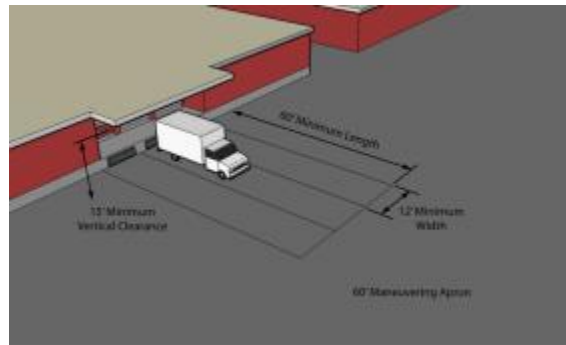
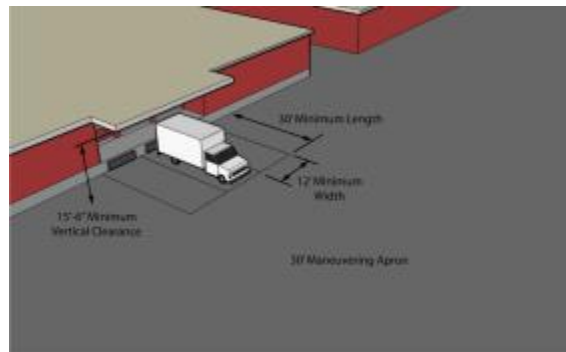
23.719.150 Off-street loading requirements.

A. Purpose of Loading Area Requirements. The purpose of these regulations is to provide the number, size, location, and screening requirements for loading areas in mixed-use, commercial, and industrial uses. The intent of these regulations is to minimize disruptions of traffic flow by freight-carrying vehicles blocking the public right-of-way and to minimize impacts to vehicular and pedestrian conflicts.

B. When Loading Regulations Apply. This regulation applies to all nonresidential development in mixed-use commercial and industrial districts, whether or not a permit or other approval is required for the development. Buildings smaller than 8,000 square feet in size are exempt from the requirements of this section.

C. General Loading Area Requirements.

1. The number of required loading spaces is based on the use of the building and the building size minus any residential component square footage.
2. Where two or more uses are located on the same premises, the number of loading area spaces required is the sum of the spaces required for each use.
3. The provision for maintenance of off-street loading facilities is a continuing obligation of the property owner.
4. Loading and maneuvering areas shall be hard-surfaced unless a permeable surface is required to reduce surface runoff, as determined by the director.
5. Parking of passenger vehicles may be allowed in off-street loading areas subject to specific time limits to prevent conflicts with off-street loading activities. If parking is allowed, the parking time limits shall be clearly posted. These parking spaces shall not count toward meeting the general parking requirements.
6. Off-Street Loading Standards.
 - a. Each required off-street loading space in an industrial area shall have a minimum length of 60 feet, a minimum width of 12 feet, and a minimum vertical clearance of 15 feet inside dimensions. Off-street loading spaces in industrial zones shall also provide a 60-foot maneuvering apron in addition to the minimum length of the loading space. These requirements apply to all off-street loading spaces in industrial zones including at-grade and depressed loading docks.
 - b. Each required off-street loading space, other than in industrial zones, shall have a minimum length of 30 feet, a minimum width of 12 feet, and a minimum vertical clearance of 14.5 feet inside dimensions. Off-street loading spaces shall also provide a 30-foot maneuvering apron in addition to the minimum length of the loading space. These requirements apply to all off-street loading spaces including at-grade and depressed docks.
7. Loading areas must comply with the setback and perimeter landscaping and screening standards. When parking areas are prohibited or not allowed between a building and a street, loading areas are also not allowed.

Figure 23.719-8: Typical Loading Area***Off-Street Loading Spaces in an Industrial Area******Off-Street Loading Spaces in a Nonindustrial Area***

8. For uses not specifically mentioned, the requirements for off-street loading facilities shall be the same as the closest approximate use as determined by the director.

D. Location of Required Loading Facilities.

1. The off-street loading facilities, including the required maneuvering apron, in all cases, shall be on the same lot or parcel of land as the structure they are intended to serve.
2. The off-street loading facilities shall be designed and located so that loading vehicles do not encroach upon required setbacks, driveways, or required parking spaces during maneuvering and loading activities.
3. No loading space, including the required maneuvering apron, shall be located so that a vehicle using such loading space projects into any public street or any adjoining property except in the case of a reciprocal access agreement or similar mechanism.
4. Loading spaces shall be provided with access to an alley when alley access is available.
5. Bays and doors shall be located in a manner that would preclude any possibility for trucks to back into bays from arterial streets. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.160)].

23.719.160 Electric Vehicle Parking Spaces.

A. Applicability.

The California Green Building Standards Code (CALGreen) requires that new construction and major alterations include adding “EV Capable” parking spaces which have electrical panel capacity, a dedicated branch circuit and a raceway to the EV parking spot to support future installation of charging stations. All new construction and qualifying additions or alterations must comply with CALGreen, Title 24, Part 11.

B. Parking Requirements and Location of Electric Vehicle Spaces.

1. As part of the Minor and Major Design Review process, the City shall require that parking facilities be provided to accommodate electric or other alternative fuel vehicles.

2. The location of the electrical outlets shall be specified on building plans, and proper installation shall be verified by the Building Division prior to issuance of a Certificate of Occupancy.

3. Electric vehicle ready charging infrastructure shall be provided in multi-family housing developments and non-residential developments according to the standards outlined by CALGreen.

4. Electric vehicle charging stations may be provided in any area designed for the parking or loading of vehicles.

5. Where electric vehicle recharging stations are provided, they shall follow the space requirements and development standards outlined in CALGreen.

6. Parking spaces with electric vehicle charging shall be counted as a standard parking space for the purposes of providing required parking per this Code.

C. Exemptions

1. Electric vehicle charging stations shall not apply to temporary parking lots.

2. Other exemptions may be granted by the Director, where the Director determines that compliance with the requirements of this Section is technically infeasible.

23.743.085 Real estate sign standards.

This section describes the standards for on- and off-site limited term signs associated with real estate sales activities.

A. Allowed on-site real estate signs are exempt from permit, subject to the following limitations:

1. Not more than one on-site for sale sign and one for lease sign is permitted per property frontage, and shall only be displayed for the period while the unit, building, or property is being marketed for sale or lease and ending thirty (30) days after it is sold or leased.
2. The size of all on-site nonresidential real estate signs is limited to a maximum of 10 feet in height and an area of 32 square feet and shall be set back a minimum of three feet from the right-of-way (window signs are exempt from setback requirement) and shall not obstruct the corner visibility requirements of Improvement Standard 4-18, Visibility Restrictions at Driveways and Intersections.
3. The size of all residential real estate signs is limited to 10 square feet and must be set back a minimum of three-five feet and shall not obstruct the corner visibility requirements of Improvement Standard 4-18, Visibility Restrictions at Driveways and Intersections.

B. Allowed Off-Site Real Estate Signs. Portable real estate signs located off site from the property advertised, for purposes of directing traffic to the property in question, may be allowed, provided they do not exceed an overall size of nine square feet each, including supports, and do not exceed a height of 30 inches. Such signs may not be located within the public right-of-way and may only be displayed on weekends and holidays when open house sales activities are ongoing (e.g., the home is open to the public for viewing and inspection). One sign may be placed for each change in direction of travel to a maximum of five signs.

C. Allowed Temporary Signs for Subdivision Real Estate Sales. Signs of this type are temporary, limited-term signs that provide direction/location information to motorists and pedestrians for initial home sales of multiple lots with a single builder within a master planned community, including both single-family and multifamily for-sale products. These signs are allowed during active home sales and must be removed when sales have concluded. These signs are exempt from permit, subject to the following limitations:

1. On-Site Subdivision Balloons. Five balloons per sales trailer or model home complex to a maximum height of 65 feet are allowed.
2. On-Site Subdivision Directional Signs. One temporary subdivision directional sign per subdivision entrance to a maximum of six such signs are allowed. Each sign can be up to 32 square feet and a maximum height of 10 feet. Signs must be set back 10 feet from the right-of-way.
3. On-Site Subdivision Flags. Up to 10 flag poles per subdivision are allowed. Flags can be up to 15 square feet each and up to 20 feet tall. Poles must be set back 10 feet from the right-of-way.
4. Weekend Directional Stake Signs. Weekend directional stake signs are those signs customarily displayed on the weekends, measuring less than nine square feet in area, and mounted on wooden stakes. Such signs may be used to identify the name and location of active home sales as part of a new residential subdivision/condominium project; provided, that each face of the sign does not exceed four square feet, and it is mounted such that it is no more than four feet tall from the ground and is set back a minimum of five feet from the edge of the roadway pavement. Additionally, such signs are only allowed on a temporary basis from noon on Friday to no later than noon on the following Monday. In the event that Friday is a nationally recognized holiday, said signs may be erected on Thursday after noon. In the event that Monday is a nationally recognized holiday, said signs may remain in place until Tuesday by noon. In no event may a weekend directional stake sign be located within a roadway median.
5. Off-Site Subdivision Freestanding Signs. Off-site subdivision freestanding signs are allowed within the city limits, up to five such signs per subdivision, to a maximum of 32 square feet and 10 feet in height for each individual sign. These signs are prohibited within the public right-of-way or on any city-owned property. These signs shall be kept in good repair for the duration of the home sales activities. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2014 § 3 (Exh. C)].

Chapter 23.901

RESIDENTIAL USES

Sections:

- 23.901.010 Purpose and applicability.
- 23.901.020 Caretaker housing.
- 23.901.030 Home occupations.
- 23.901.040 Live-work facility.
- 23.901.050 Mobile homes and mobile home parks.
- 23.901.060 Accessory dwelling units.
- 23.901.065 Junior accessory dwelling units.
- 23.901.070 Senior independent living facility.
- 23.901.080 *Repealed.*
- 23.901.090 Residential care home (large).

23.901.100 Agricultural employee (farmworker) housing~~Farmworker Housing~~

23.901.010 Purpose and applicability.

A. Purpose. The purpose of this chapter is to establish site planning, development, and/or operating standards for caretaker housing, home occupations, live-work facilities, mobile homes, mobile home parks, and second dwelling units. It is the city's intent, in establishing these standards, to mitigate the potential adverse impacts of these uses and activities on adjacent and surrounding land uses by applying special design requirements, regulating activities within the use, and establishing special setback and other development standards.

B. Applicability. The regulations and standards contained in this chapter shall apply only to caretaker housing, home occupations, live-work facilities, mobile homes, mobile home parks, and second dwelling units as expressly identified in the corresponding sections and shall be in addition to any other development standards and regulations contained elsewhere within this zoning code (e.g., lighting, landscaping, parking). These uses may only be located in those zoning districts as described in, and shall only be authorized in concert with, the permit requirements of Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.010)].

23.901.020 Caretaker housing.

A. Purpose and Applicability. The regulations contained in this section shall apply to caretaker housing as defined in RCMC 23.1104.040 (Land use definitions). The establishment of new caretaker housing shall be consistent with the allowed use provisions of Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards) and the standards contained within this section, as well as with other development standards as required in the underlying zoning district. Where the standards of the underlying district conflict with the standards herein, these standards shall apply.

B. Associated Use. One caretaker housing unit may be permitted in conjunction with an otherwise permitted nonresidential use on the same property. The caretaker unit must be associated with and directly support the nonresidential use of the property (e.g., night watchman or site superintendent for an industrial use).

C. Occupancy. Occupancy of the caretaker unit shall be limited to the caretaker or superintendent of the associated nonresidential use of the site and his or her household.

D. Design. The design of the caretaker unit shall be consistent and uniform with the design of the associated use. Temporary trailers as caretaker units may be permitted with issuance of a temporary use permit (see Chapter 23.116 RCMC, Temporary Use Permits) for a period of not more than six months as described in Chapter 23.922 RCMC (Temporary Uses). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.020)].

23.901.030 Home occupations.

A. Purpose and Applicability. The regulations contained in this section shall apply to home occupations to ensure the compatibility of the home occupations with the principal residential uses in order to protect the integrity and character of neighborhoods.

B. Approval Process. A home occupation shall not be conducted prior to approval of zoning certification (see Chapter 23.113 RCMC, Zoning Certification).

C. Business License. A business license from the city is required for any home occupation.

D. Performance Standards. It is the intent of the following standards to reduce the impact of the home occupation to the degree that its effects on the neighborhood are undetectable from normal and usual residential activity. These standards shall be incorporated as conditions of the zoning clearance. Failure to comply with these standards will result in revocation of the home occupation permit and/or business license.

1. Number of Home Occupations. There is no limit on the number of home occupations at a residence; provided, that the performance standards identified in this section are met. All of the following standards are calculated and/or applied based on a single residence.
2. Employees. Off-site employees or partners are permitted as part of the home occupation so long as they do not report for work at the subject property.
3. Habitable Floor Area. The use of the dwelling for the home occupation shall be clearly incidental and subordinate to its use for residential purposes.
4. Off-Site Effects. There shall be no mechanical equipment or operation used which creates or makes dust, odor, vibration, or other effects detectable at the property line. Noise level at the property line shall not exceed 55 dBA and shall comply with the city's noise ordinance (Chapter 6.68 RCMC). No process shall be used which is hazardous to public health, safety, morals, or welfare.
5. On-Site Sales. There shall be no products sold on the premises except artist's originals or products individually made to order on the premises except as provided by the California Health and Safety Code for cottage food operators and except as specified in subsection (D)(7) of this section.
6. Products which are not artist's originals or individually made to order may be constructed on site, using equipment normally found in a residence; however, these products may only be sold at a permitted commercial location.
7. Servicing and repair of firearms are permitted, subject to obtaining any state or federal license.
8. Display. There shall be no display of products produced by occupants of the dwelling which are visible in any manner from the outside of the dwelling unit.
9. Traffic/Vehicles. The use shall not generate pedestrian or vehicular traffic beyond that which is normal in a residential district nor in any case require the parking of more than two additional vehicles at the home at any one time. No motor vehicle that is used or kept on the premises in conjunction with the home occupation shall exceed two axles or a length of 20 feet.
10. Storage. There shall be no storage of material or supplies within view of a public right-of-way and storage shall not utilize a required parking space (e.g., within a required garage).
11. Exterior Appearance. There shall be no remodeling or construction of facilities especially for the home occupation which changes the external appearance of the neighborhood from a residential to a more commercial look when viewed from the front of the building.
12. Signs. Signs shall be allowed for the home occupation in accordance with Chapter 23.743 RCMC (Signs).

13. Visitors and Customers. Visitors and customers shall not exceed those normally and reasonably occurring for a residence, including not more than one business visitor an hour and eight a day, during the hours of 8:00 a.m. to 7:00 p.m. (regardless of how many businesses operate out of the home).

14. Deliveries. Deliveries shall not exceed those normally and reasonably occurring for a residence and not more than one delivery of products or materials a week. Deliveries of materials for the home occupation shall not involve the use of commercial vehicles except for FedEx-, UPS-, or USPS-type home pickups and deliveries.

15. Hazardous Materials. No storage of hazardous materials is permitted beyond normal household use. Businesses that require hazardous chemicals (e.g., pest control, pool cleaning, etc.) are not permitted as home occupations.

E. Limitations on Specific Home-Based Businesses.

1. Certified massage practitioners are permitted if the following criteria are met:

- a. Only one client is on site at a time and by appointment only.
- b. The use shall be conducted on a part-time basis.
- c. The practitioner must submit proof of a certificate of training from a state-approved school (e.g., Department of Education, Office of Post Secondary Education).
- d. The use will not be conducted in such a fashion as to constitute a public or a private nuisance.

2. Mobile food vendor vehicles cannot be parked at a private residence (see mobile food vendor limitation in RCMC 23.910.040).

3. Taxicab, limousine, or pedicab service shall not be on call and available for service; no vehicle shall be dispatched from the residence by radio, telephone, or other means, but may be parked at the residence when not in service.

4. Cottage food operations, as defined by and consistent with the requirements of the California Health and Safety Code, are limited to one full-time employee, not including a family member or household member of the cottage food operation.

F. Prohibited Home Occupations.

1. Alcohol beverage manufacturing or sales business;
2. Ambulance service;
3. Ammunition reloading, including custom reloading;
4. Boarding house, bed-and-breakfast hotel, timeshare condominium;
5. Carpentry, cabinet makers;
6. Ceramics (kiln of six cubic feet or more);
7. Firearms sales;
8. Health salons, gyms, dance studios, aerobic exercise studios;
9. Medical, dental, chiropractic, or veterinary clinics;
10. Mortician, hearse service;

11. Noncertified massage practitioners;
12. Palm reading, fortunetelling;
13. Private clubs;
14. Repair or reconditioning of boats or recreation vehicles;
15. Restaurants or taverns;
16. Retail sales from site (except direct distribution of artist's originals, and as provided by the California Health and Safety Code for cottage food operations);
17. Storage, repair, or reconditioning of major household appliances;
18. Storage, repair, or reconditioning of motorized vehicles or large equipment on site;
19. Tattoo service;
20. Tow truck service;
21. Veterinary uses (including boarding);
22. Welding services;
23. Other uses the director determines to be similar to those above per RCMC 23.107.030 (Official interpretation). [Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.030)].

23.901.040 Live-work facility.

A. Purpose and Applicability. The regulations contained in this section shall apply to live-work facilities as defined in RCMC 23.1104.040 (Land use definitions). The establishment of new live-work facilities shall be consistent with the allowed use provisions of Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards) and the standards contained within this section, as well as other development standards as required in the underlying zoning district. Where the standards of the underlying district conflict with the standards herein, these standards shall apply.

B. Limitations on Use. The nonresidential component of a live-work facility shall be a use allowed within the applicable base zoning district; however, the uses and activities described below shall be prohibited:

1. Any automobile and vehicle uses as listed in RCMC 23.1104.040 (Land use definitions).
2. Any special regulated uses as listed in RCMC 23.1104.040 (Land use definitions).
3. Any activity which involves:
 - a. Storage of flammable liquids or hazardous materials beyond those normally associated with a residential use;
 - b. Welding, machining, or any open flame work; and/or
 - c. Major manufacturing as defined in RCMC 23.1104.040 (Land use definitions).
4. Any other activity or use as determined by the director as incompatible with residential activities and/or to have the possibility of affecting the health or safety of live-work unit residents, because of the potential for the use to create dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, or other impacts, or that would be hazardous because of materials, processes, products, or wastes.

C. Density. Live-work units shall comply with the density regulations of the applicable base zoning district.

D. Design Standards.

1. Floor Area Requirements. No more than 50 percent of the ground floor area shall be reserved for living space. Up to 100 percent of the ground floor area may be dedicated to working space.
2. Separation and Access. Each live-work unit shall be separated from other units and other uses in the structure. Access to each unit shall be provided from common access areas, corridors, or halls, and the access to each unit shall be clearly separate from other live-work facilities or other uses within the same structure.
3. Facilities to Accommodate Commercial or Industrial Activities. A live-work facility shall be designed to accommodate commercial or industrial uses, as evidenced by the provision of ventilation, interior storage, flooring, and other physical improvements of the type commonly found in exclusively commercial or industrial facilities used for the same work activity.
4. Integration of Living and Working Space. The living space within the live-work facility shall be designed as an integral part of the unit and not with separate access from the work space, except that mezzanines and lofts may be used as living space subject to compliance with the other provisions of this section, and living and working space may be separated by interior courtyards or similar private space.
5. Parking. Each live-work facility shall comply with the parking standards of Chapter 23.719 RCMC (Parking and Loading).

E. Nonresident Employees. Up to two persons who do not reside in the live-work unit may work in the unit at any one time. Additional employment may be permitted through issuance of a limited use permit based on findings that the employment will not adversely affect traffic and parking conditions in the vicinity of the site.

F. Changes in Use. After approval, a live-work facility shall not be converted to entirely residential use, nor shall the ratio of living space to working space be changed, unless authorized through administrative use permit approval. As part of the approval of the administrative use permit, the designated approval authority must find that the exclusive residential use will not impair the ability of nonresidential uses on and adjacent to the site to continue operating because of potential health or safety concerns or nuisance complaints raised by the exclusively residential use and/or its occupants. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.040)].

23.901.050 Mobile homes and mobile home parks.

A. Purpose and Applicability. This section applies to new and existing mobile homes and mobile home parks within the city. The purpose of this chapter is to establish standards for the development, modification, and operation of mobile home parks.

B. Special Standards for Mobile Homes. Mobile homes outside of a mobile home park shall comply with the standards set forth for single-family homes in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards), as well as the following criteria:

1. A mobile home must be built on a permanent foundation as approved by the building department.
2. It must have been constructed after June 15, 1976, and must be certified under the National Manufactured Home Construction and Safety Act of 1974.
3. The unit's skirting must extend to the finished grade.
4. Exterior siding must be compatible with adjacent residential structures, and shiny and metallic finishes are prohibited.

C. Mobile Home Parks. Mobile home parks must be constructed and designed according to state law.

D. Management and Maintenance. Every mobile home park community shall be properly managed to ensure maintenance of common facilities and to ensure individual home sites are developed and maintained in accordance with recorded rules and regulations for the park. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.050)].

23.901.060 Accessory dwelling units.

A. Purpose and Applicability. This section applies to accessory dwelling units in the city. Accessory dwelling units are permitted by right in the agricultural, residential, and residential mixed-use zoning districts subject to the standards of this section. The purpose of this chapter is to regulate accessory dwelling units in residential zoning districts and on residential property consistent with state law (California Government Code Section 65852.150 et al.). Implementation of this section is 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 primarily single-family residential character of the area.

B. Development Standards. Pursuant to Government Code Section 65852.2, accessory dwelling units shall be permitted on agricultural, residential, and residential mixed-use parcels when the following conditions are met:

1. Accessory dwelling units shall only be located on lots with an area of 5,000 square feet or larger.
2. Accessory dwelling units shall be compatible with the architectural style, materials, and colors of the primary dwelling unit. The city may impose additional standards (such as parking, height, and setback standards) to ensure that accessory dwelling units shall not have adverse impacts on any real property that is listed in the California Register of Historical Resources.
3. No more than one accessory dwelling unit shall be allowed per parcel.
4. The property owner shall occupy either the primary unit or accessory dwelling unit. The property owner shall record a declaration acknowledging owner occupancy, recorded with the property as a condition of the administrative permit.
5. An accessory dwelling unit shall not exceed 1,200 square feet, excluding garage area. The floor area for attached accessory dwelling units shall not exceed 50 percent of the existing living area.
6. Building setbacks for accessory dwelling units shall comply with all required building setbacks for the primary unit.
7. The maximum height of a detached accessory dwelling unit shall not exceed the height of the primary dwelling unit.
8. No accessory dwelling unit may be sold separately from the primary dwelling unit.
9. Parking. See Chapter 23.719 BC MC (Parking and Loading).
10. No fire sprinklers shall be required in an accessory dwelling unit if fire sprinklers are not required for the primary residence.
11. A building permit application shall be ministerially approved for an accessory dwelling unit contained within the existing space of a single-family dwelling or accessory structure that has independent exterior access and the side and rear setbacks are sufficient for fire safety. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.060)].

23.901.065 Junior accessory dwelling units.

A. Purpose and Applicability. This section applies to junior accessory dwelling units, as defined in Chapter 23.1104 RCMC, in the city. Junior accessory dwelling units are permitted by right in single-family residential zoning districts subject to the standards of this section. The purpose of this chapter is to regulate junior accessory dwelling units in single-family residential zoning districts and on residential property consistent with state law (California Government Code Section 65852.22). Implementation of this section is 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 primarily single-family residential character of the area.

B. Limitations. Pursuant to Government Code Section 65852.22, only one junior accessory dwelling unit shall be permitted per residential lot zoned for single-family residences with a single-family residence already built on the lot.

C. Owner Occupancy. The property owner shall occupy either the primary unit or junior accessory dwelling unit. The property owner shall record a declaration acknowledging owner occupancy, recorded with the property as a condition of the administrative permit. Owner occupancy shall not be required if the owner is a governmental agency, land trust, or housing organization.

D. For parcels with a junior accessory dwelling unit, a deed restriction shall be recorded and run with the land that includes:

1. A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.
2. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

E. Development Standards. Pursuant to Government Code Section 65852.22, junior accessory dwelling units shall be permitted on single-family residential parcels when the following conditions are met:

1. The junior accessory dwelling unit must be constructed within the existing walls of the primary structure, and must include an existing bedroom.
2. The junior accessory dwelling unit must include a separate entrance from the main entrance to the primary structure, with an interior entry to the main living area. The junior accessory dwelling unit may include a second interior doorway for sound attenuation.
3. The junior accessory dwelling unit must include an efficiency kitchen, which shall include all of the following:
 - a. A sink with a maximum waste line diameter of one and one-half inches.
 - b. A cooking facility with appliances that do not require electrical service greater than 120 volts, or natural or propane gas.
 - c. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
4. No additional parking may be required by the city as a condition to grant a permit for a junior accessory dwelling unit.

F. An application for a permit pursuant to this section shall, notwithstanding Government Code Section 65901 or 65906 or any city ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. A permit shall be issued within 120 days of submission of an application for a permit pursuant to this section. The city may charge a fee based on the costs incurred in connection with the issuance of a permit pursuant to this section.

G. For the purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit the city from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a junior accessory dwelling unit, so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit or not.

H. For the purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

~~I. This section shall not be construed to prohibit the city from adopting an ordinance or regulation related to parking or a service or a connection fee for water, sewer, or power that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit. [Ord. 4-2017 § 3 (Exh. B)].~~

23.901.070 Senior independent living facility.

A. Elevators shall be provided for all multi-story structures; or

B. A management program shall be in place to address the aging in place issue that is acceptable to the director. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 5.1.070)].

23.901.080 Family day care (large).

Repealed by Ord. 1-2020. [Ord. 10-2018 § 3; Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A)].

23.901.090 Residential care home (large).

A. Plans shall be approved by the fire department prior to any approval and additional fire protection measures may be required.

B. City business license is required.

C. Minimum 1,000-foot separation is required between other residential care home facilities. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A)].

23.901.100 Agricultural employee (Farmworker-Housifarmworker) housingag (Agricultural Employee).

A. Applicability

Agricultural Employee (Farmworker) Housing Projects that provide housing for at least five farmworkers and are proposed pursuant to §17021.6 of the Employee Housing Act are referred to as "EHA Projects". Eligible project types include Employer-Provided Farmworker Housing or Rural Farmworker Housing projects, of up to twelve dwelling units or up to 36 beds in group quarters (dormitory-style housing); or a Small Project that provides housing for at least five farmworkers. EHA Projects may be for seasonal or temporary rResidency. EHA Projects shall not include any proposed land division (i.e., parcel map, subdivision map or condominium map) for the purposes of creating a separate parcel for the EHA Project or EHA units.

B. Agricultural Employee Project Types

Agricultural Employee (Farmworker) Housing Projects provide housing for 5 or more Farmworkers ("EHA Projects"). EHA Projects include the following project types:

1. Employer-Provided Farmworker Housing Project

- a. 5 to 36 beds in group quarters designed for single adult farmworkers, or;
- b. 5 to 12 dwelling units, mobile home/RV spaces, each designed for occupancy by at least one farmworker and his/her household.

2. Small Farmworker Housing Project

- a. 1 to 4 dwelling units or mobile homes housing at least 5 farmworkers and licensed by the Enforcement Agency.

C. Required Permits and Approvals

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1. Site Development Permit. In the AG Zone districts, EHA Projects proposed are considered an agricultural use and require an Administrative Use Permit from the Planning Department. Conditions of approval may be imposed by the Director to ensure compliance with the standards of this section, and the City, and with the Act.

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2. Water and Sanitation Permits. EHA Projects not connected to community sewer or water shall obtain required City permits for proposed well water and/or septic systems. EHA Projects on well water that meet the definition of Public Drinking Water System shall comply with State Water Resources Control Board Standards.

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3. Building Permits. EHA Projects shall obtain building permits or other required permits, depending on type of housing accommodations proposed for the project. For EHA Projects consisting of two to four mobile or manufactured homes (not on a permanent foundation system) or recreational vehicles, or spaces for two to four mobile homes or recreational vehicles (a "trailer park"), HCD is the permitting agency. For EHA Projects of five to twelve spaces, mobile homes, or recreational vehicles, the City is the permitting agency.

4. Recorded Covenant. The site development permit shall include a condition of approval for the property owner to record a farmworker housing covenant with the City to provide constructive notice of and ensure owner's compliance with the requirements of this section of the Rancho Cordova City Code, the Act, and their License.

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— License. EHA Projects shall obtain and maintain a License to operate the proposed farmworker housing from the Enforcement Agency pursuant to §17030-17039 of the Act. The Enforcement Agency in the City is the Planning Department. Department of Environmental Health.

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— Applicants shall apply for the License at least 45 days before initial occupancy, after the Site Development Permit and any required building or other ministerial permits have been obtained for the project. The application form is available from the Enforcement Agency and requires applicant to provide all information listed in §17032 of the Act.

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Applicant shall submit a letter requesting a modification to the License whenever there is a change in any of the information provided on the License application form, such as a reduction or increase in the number of units or beds occupied by farmworkers, or any other information on the form.

Licenses are issued for a one-year period and subject to annual monitoring by the Enforcement Agency.

Applicant shall submit a letter each year requesting an annual renewal of the License for as long as the housing continues to be operated as employee housing.

Any operator of an EHA Project that fails to obtain or maintain the required License for the project shall be subject to the penalties of §17037 of the Act, including in some cases a requirement to pay double or ten times the applicable licensing fees.

Certificate of Non-operation. If the EHA Project ceases to be occupied by farmworkers, the operator shall submit a letter certifying non-operation to the Enforcement Agency within 30 days, noting the date on which the housing ceased to be occupied, consistent with §17037.5 of the Act. The Certification of Non-Operation shall be submitted to the Enforcement Agency annually for two years following discontinuation of the use of any area or structure on the property identified in operator's License as farmworker housing. The Certification shall attest under penalty of perjury that the farmworker housing has been destroyed, or is no longer owned and operated, or has not been and shall not be occupied by five or more employees during the calendar year. Operator shall send a copy of the Certification of Non-operation to the City Planning Department concurrently with delivery to the Enforcement Agency.

5. Environmental Review. EHA Projects are subject to environmental review ("CEQA"). The Public Resources Code provides some exemptions to CEQA that may apply to certain types of farmworker housing defined herein.

D. Development Standards and Criteria

Applicability. EHA Projects shall comply with development standards of the zone districts in which they are located, as well as the additional standards and criteria provided below. In the event of any conflict between Chapter 25.0323.307, and the standards and criteria provided in this section, those in this section shall prevail.

1. Density limitations. EHA Projects proposed in agricultural zones are considered an agricultural use pursuant to the Act and as such are not subject to the residential density limitations set forth in the General Plan or Zoning Code.

Unit Size. The maximum habitable floor area for a dwelling unit intended for occupancy by a single farmworker household (individual farmworker or farmworker family) in an EHA Project shall not exceed the following, measured in square feet (SF) as shown below:

Maximum Habitable Floor Area

<u>Unit Size</u>	<u>Maximum Habitable Floor Area</u>
<u>Studio or 1 bedroom</u>	<u>640 SF</u>
<u>2 bedrooms</u>	<u>800 SF</u>
<u>3 bedrooms</u>	<u>1,200 SF</u>
<u>4 or more bedrooms</u>	<u>1,400 SF</u>

Group Quarters. Structures designed as group quarters or dormitories shall provide at least 50 square feet of habitable area per bed (per occupant) within the dormitory structure.

Height. Structures shall be limited to a height of 28 feet.

Parking. EHA Projects shall comply with the parking standards in the Chapter 25.07, except that the minimum number of spaces per unit or per bed in an EHA Project shall be as set forth below:

Minimum Parking Spaces Required

<u>Unit Size</u>	<u>Minimum Parking Spaces Required</u>
<u>Studio or 1 bedroom</u>	<u>1</u>
<u>2 or 3 bedrooms</u>	<u>2</u>
<u>4 or more bedrooms</u>	<u>2.5</u>
<u>Group Quarters</u>	<u>0.5 per bed</u>

E. Single-Family Farmworker Housing Projects

Intent.

Parking Exceptions. The Director may approve a reduction in required parking spaces without a variance, if the applicant provides evidence to the Director's satisfaction that fewer parking spaces than otherwise

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required by this section will be adequate for EHA Project, such as where transit service or alternative transportation is available or is provided by the operator.

Alternate surfacing materials (e.g., base rock or gravel) may be allowed for parking areas and/or accessways to the EHA, if the Director finds that the alternate surfacing materials will help to preserve agricultural land, and the surfacing will be installed and maintained in a manner that will prevent erosion and will provide adequate drainage, and such alternate is acceptable to other involved reviewing agencies.

Siting. EHA Projects shall be sited to avoid, to the extent feasible, placing units or structures on prime agricultural land or other productive soils, and to avoid or minimize exposure of occupants to hazards associated with agricultural operations on the site or adjacent properties.

Minimize disturbance. To the extent feasible, EHA Projects shall be sited on the least viable portion of the parcel or in such a way as to disturb the least amount of productive farmland. Depending on site conditions, this may be achieved by siting the EHA Project near existing development on the site, using existing site access, and minimizing the use of paving materials or other impervious surfacing to the minimum necessary to accommodate the EHA Project.

Buffers. To the extent feasible, housing accommodations shall be sited at least 50 feet from any active agricultural operations, including areas subject to machine cultivation or pesticide application. If such distances are not feasible, buffering techniques, such as fencing, screening with vegetation, or other techniques may be used to provide a buffer between farmworker housing and farming operations, subject to Department approval. Housing accommodations shall not be located within 75 feet of any livestock barns, pens or similar quarters of livestock or poultry, consistent with State regulations.

25.08.023 Single Family Farmworker Housing

Intent

Single-Family Farmworker Housing projects, at the applicant's option, may be proposed pursuant to §17021.5 of the Act, in which case they are deemed a residential use and subject to the same permitting requirements and development standards that apply to a single-family dwelling proposed in the applicable zone, rather than being deemed an agricultural use pursuant to Section A above this section. All Single-Family Farmworker Housing Projects that provide housing for at least more than five farmworkers shall obtain a License from the Enforcement Agency pursuant to the Act.

1.

Applicability

A Small Farmworker Housing Project of one to four farmworker dwelling units per parcel, in addition to any primary residence and accessory dwelling unit that may exist on the site, shall be processed as follows: Small Farmworker Housing Projects proposed to provide housing for at least five individual farmworkers (i.e., at least one farmworker unit will house more than one individual farmworker per unit) are considered an EHA Project and may be approved on a parcel in an agricultural zoning district, subject to all provisions of this Zoning Code and the Act, including the requirement to obtain a License.

Small Farmworker Projects proposed to provide housing for four or fewer individual farmworkers (at least one farmworker per proposed unit, not to exceed four farmworkers total in the project) are not an EHA Project and not subject to the Act. Such projects may be approved in agricultural zones with an Administrative Use Permit pursuant to all requirements of Section D above, except for the requirement to obtain or maintain a License.

In lieu of a License, such projects shall be subject to annual monitoring by the Planning Department to verify the owner's compliance with the recorded farmworker housing covenant and project conditions of approval. If, upon monitoring or in response to a complaint, any dwelling unit in such project is determined

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to be non-compliant with the occupancy requirements set forth in the farmworker housing covenant, after reasonable notice and opportunity to correct the violation as set forth in City Code, the project permit may be revoked and the unit(s) subject to enforcement pursuant to [Rancho Cordova City Code Chapter 23.173](#), possibly including abatement.

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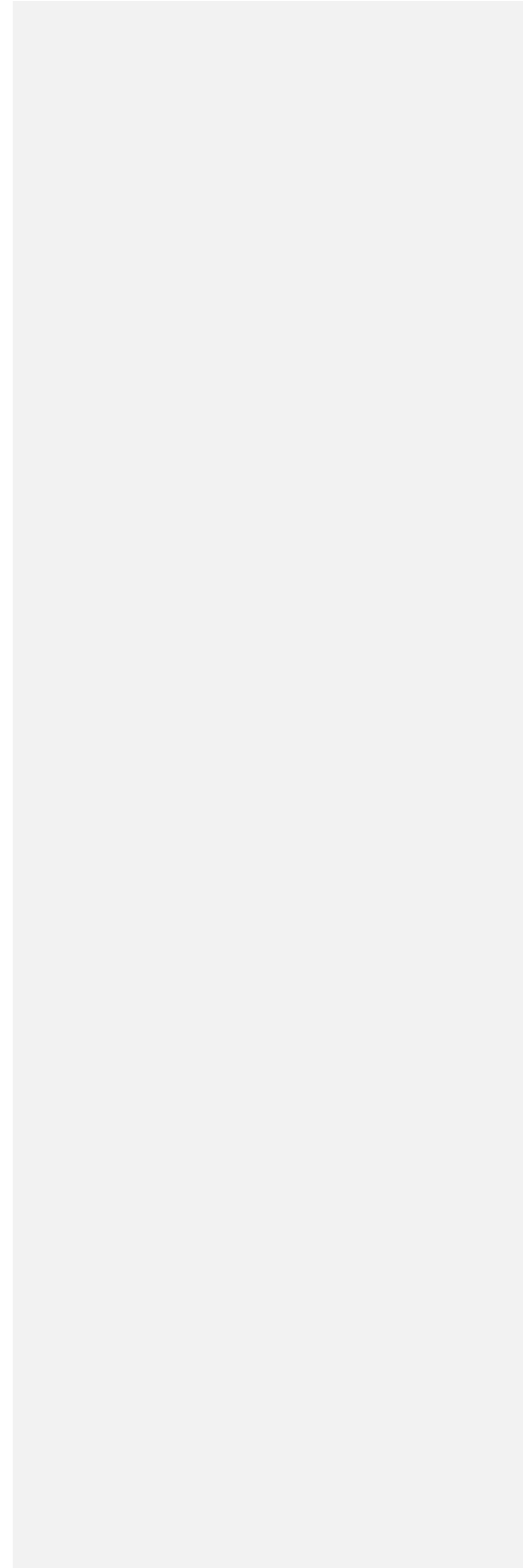
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¹ Code reviser's note: Ordinance 13-2013 Exhibit B sets out all of Article 9 without intending to amend the entire article. Only sections intended to be amended by the ordinance cite the ordinance in the section's legislative history.



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23.1104.040 Land use definitions.

“Adult day care facilities” means state-licensed facilities that provide supervised care of older adults, providing activities such as meals and socialization one or more days a week during specified daytime hours. The participants, primarily persons with physical and/or mental limitations who need socialization, physical assistance, and/or psychological assistance, return to their homes each evening. The program is often used as respite by family members caring for an older person who cannot be left alone safely in the home. Supervision for more than six adults for periods of less than 24 hours, with no overnight stays.

“Adult day care home” is defined by state law as the provision of nonmedical care to six or fewer adults, including seniors, in the provider’s own home, for a period of less than 24 hours at a time. Homes serving more than six adults are included in “Adult day care facilities.”

“Agricultural Employee” means an employee engaged in agriculture, which includes farming in all its branches, including but not limited to the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities, the raising of livestock, bees, furbearing animals, or poultry, and any practices performed by a farmer or on a farm, as further defined in CA Labor Code §1140.4(b). “Agricultural Employee” also means farm worker, farmworker, or farm laborer.

“Agricultural Employer” means an employer engaged in agricultural operations who employ employees, as defined in Labor Code Section 1140.4(c).

“Agricultural Housing, Single-Family Farmworker Dwelling” means housing accommodations occupied by no more than six farmworkers for which the owner/operator has obtained or seeks a License pursuant to Section 17021.5 of the Employee Housing Act, which allows such projects to be deemed a single-family dwelling and a residential use of the property.

“Agricultural Housing, –Employer Provided” means housing accommodations described in Section 17008(a) of the Employee Housing Act for five or more farmworkers by their employer and maintained in connection with any work or place where work is being performed, whether or not rent is involved.

“Agricultural Housing – Seasonal” is farmworker housing which is operated annually on the same site and which is occupied for not more than 180 days in any calendar year, as further defined in Section 17010(b) of the Act.

“Agricultural Housing – Temporary” is farmworker housing which is not operated on the same site annually, and which is established for one operation and then removed, as further defined in Section 17010(a) of the Employee Housing Act.

“Agricultural products processing” means the act of changing an agricultural crop after harvest from its natural state to the initial stage of processing in order to prepare it for market and for further processing at an off-site location. Examples of this processing include nut hulling and shelling, bean cleaning, corn shelling and sorting, grape sorting and crushing, primary processing of fruits to juice and initial storage of the juice, without fermentation, cleaning and packing of fruits.

“Agricultural tourism” means establishments that cater to tourists and provide agricultural products either produced on the site or within the community. Such uses include but are not limited to wineries with tasting rooms and permanent roadside crop stands or fruit stands.

“Airport” means a facility where aircraft such as airplanes can take off and land. An airport minimally consists of one runway but other common components are hangars and terminal buildings.

“Alcoholic beverage sales” means the retail sale of beer, wine, and/or other alcoholic beverages for off-premises consumption.

“Ambulance service” means emergency medical care and transportation, including incidental storage and maintenance of vehicles.

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“Animal husbandry” means raising and breeding of animals or production of animal products. Typical uses include grazing, ranching, dairy farming, poultry farming, and beekeeping, but exclude slaughterhouses and feedlot operations. This classification includes accessory agricultural buildings accessory to such uses. Animal sales, boarding, and grooming are defined separately under “Animal sales and grooming.” Keeping of animals is defined separately under “Animal keeping.”

“Animal keeping” means care and maintenance of animals on private property. The listing below provides a distinction between various types of animals related to allowed use provisions in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). This classification is distinct from animal husbandry, animal sales and grooming, and equestrian facilities (commercial or hobby). Also see “Kennels, commercial,” which provides for the boarding of animals (e.g., “doggie day care”).

1. “Domestic pets” means small animals (no larger than the largest breed of dogs) customarily kept as pets within a dwelling unit. This classification includes dogs, cats, fish, and birds (excluding large tropical birds and poultry).
2. “Exotic animals” means wild animals not customarily confined or cultivated by man for domestic or commercial purposes, but kept as a pet or for display, including miniature pigs, snakes, reptiles, and large tropical birds (including peacocks).
3. “Livestock animals” means domesticated animals that may be kept or raised in pens, barns, houses, and pastures, whether for commercial or private use. Livestock includes, but is not limited to, cattle, sheep, swine, goats, equine, and fowl.
4. “Poultry” means domesticated birds (fowl) customarily kept for eggs or meat. This classification includes chickens, roosters, ducks, geese, turkeys, guinea fowl, and Cornish game hens.

“Animal sales and grooming” means retail sales of domestic and exotic animals, bathing and trimming services, and boarding of said animals for a maximum period of 72 hours, conducted entirely within an enclosed building with no outdoor use.

“Aquaculture” means the cultivation of marine or freshwater fish, shellfish, or plants under controlled conditions. Aquaponics is a subset of aquaculture which integrates aquaculture with hydroponics by recycling the waste products from fish to fertilize hydroponically growing plants.

“Art, antique, collectable” means retail sales uses including antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectible items including sports cards and comic books. Stores selling handcrafted items that are produced on the site are defined separately as “Artisan shops.”

“Artisan shops” means retail stores selling art, glass, ceramics, jewelry, and other handcrafted items, where the facility includes an area for the crafting of the items being sold.

“Artisanal and specialty manufacture, display and sales” means the manufacture, display, and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful, or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL).

“Auto and vehicle sales and rental” means retail establishments selling and/or renting automobiles, trucks, and vans. This use listing includes the sales and rental of mobile homes, recreation vehicles, and boats. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. It does not include the sale of auto parts/accessories separate from a vehicle dealership (see “Auto parts sales”), bicycle and moped sales (see “Retail, general”), tire recapping establishments (see “Vehicle services – major”), businesses dealing exclusively in used parts (see “Recycling facility – scrap and dismantling”), or “Service station,” all of which are separately defined.

“Auto and vehicle sales, wholesale” means wholesale establishments selling new and used vehicles and used vehicle parts. This use is normally developed as part of an auto wrecking yard, junkyard, or salvage yard. Conventional automobile dealerships are listed under “Auto and vehicle sales and rental.”

“Auto and vehicle storage” means facilities for the storage of operative and inoperative vehicles for limited periods of time. Includes but is not limited to storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses, and recreation vehicles. Does not include vehicle dismantling (see “Auto vehicle dismantling”) or retail sales (see “Auto and vehicle sales, wholesale”).

“Auto parts sales” means stores that sell new automobile parts, tires, and accessories. May also include minor parts installation (see “Vehicle services – minor”). Does not include tire recapping establishments, which are found under “Vehicle services – major” or businesses dealing exclusively in used parts, which are included under “Auto and vehicle sales, wholesale.”

“Auto vehicle dismantling” means establishments for the dismantling of automobile vehicles, including the dismantling or wrecking of automobiles or other motor vehicles, and/or the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking. Retail sales are included under the definition of “Auto and vehicle sales, wholesale.”

“Banks and financial services” means financial institutions such as banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, and investment companies. Also includes automated teller machines (ATM). “Banks and financial services” shall not mean check cashing or finance lending businesses that do not qualify as a “financial institution” under California Financial Code statutes.

“Bars and nightclubs” means any bar, cocktail lounge, discotheque, or similar establishment, which may also provide live entertainment (e.g., music and/or dancing, comedy) in conjunction with alcoholic beverage sales. These facilities do not include bars that are part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Bars and nightclubs may include outdoor food and beverage areas.

“Bed and breakfast inns” means residential structures with one family in permanent residence with up to five bedrooms rented for overnight lodging, where meals may be provided subject to applicable health department regulations. A bed and breakfast inn with more than five guest rooms is considered a hotel or motel and is included under the definition of “Hotels and motels.”

“Brew pub” means an establishment that produces ales, beers, meads, hard ciders, and/or similar beverages to serve on site. Sale of beverages for off-site consumption is also permitted in keeping with the regulations of the ABC. Service of brewed beverages must be in conjunction with the service of food. Manufacturing activities shall occur entirely within an enclosed building or outdoor work area screened from public view and be separated from the restaurant portion of the facility by applicable building codes. All beverage tasting shall occur within the restaurant portion of the facility. Brew pubs may not produce more than 5,000 barrels of beverage (all types of beverage combined) annually per ABC licensing standards. May also include the wholesale distribution of beverages for off-site consumption.

“Brewery, winery, distillery” means a facility where specific alcoholic beverages are manufactured. Incidental to the manufacturing process, a tasting area not to exceed 50 percent of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 a.m. to 11:00 p.m. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control. All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also “Tasting room, off-site.”

“Broadcasting and recording studios” means commercial and public communications uses including radio and television broadcasting and receiving stations and studios, with facilities entirely within buildings. Does not include transmission and receiving apparatus such as antennas and towers, which are under the definition of “Telecommunication facility.”

“Building materials stores and yards” means retail establishments selling lumber and other large building materials, where most display and sales occur indoors. Includes stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air conditioning equipment and supplies are classified in “Wholesaling and distribution.” Hardware stores are listed in the definition of “Retail, general,” even if they sell some building materials. Also see “Home improvement supplies” for smaller specialty stores.

“Bus and transit shelter” means a small structure designed for the protection and convenience of waiting transit passengers and that has a roof and usually two or three sides.

“Business support services” means establishments primarily within buildings, providing other businesses with services such as maintenance, repair and service, testing, rental, etc. Support services include, but are not limited to:

1. Equipment repair services (except vehicle repair; see “Vehicle services”);
2. Commercial art and design (production);
3. Computer-related services (rental, repair);
4. Copying, quick printing, and blueprinting services (other than those defined as “Printing and publishing”);
5. Equipment rental businesses within buildings (rental yards are “storage yards”);
6. Film processing laboratories;
7. Heavy equipment repair services where repair occurs on the client site;
8. Janitorial services;
9. Mail advertising services (reproduction and shipping);
10. Mailbox services;
11. Outdoor advertising services; and
12. Photocopying and photofinishing.

“Call center” means an office equipped to handle a large volume of calls, especially for taking orders or servicing customers.

“Car washing” means permanent, drive-through, self-service, and/or attended car washing establishments, including fully mechanized facilities. May include detailing services. Temporary car washes (e.g., fundraising activities generally conducted at a service station or other automotive-related business, where volunteers wash vehicles by hand, and the duration of the event is limited to one day) are not part of this use classification.

“Card rooms” means gambling establishments that offer card games for play by the public.

“Caretaker housing” means a residence that is accessory to a site with a nonresidential primary use and that is needed for security, 24-hour care or supervision, or monitoring of facilities, equipment, or other conditions on the site.

“Cemeteries” or “mausoleums” means land used for the burial of the dead and dedicated for cemetery purposes, including crematories, columbariums, and mausoleums. Also see “Mortuaries and funeral homes.”

“Check cashing business” means an establishment that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, title cashing, or other commercial paper serving a similar purpose. Also includes establishments primarily engaged in cashing payroll or personal checks for a fee or advancing funds on

future checks. This classification does not include a state or federally chartered bank, savings association, credit union or similar financial institution (see “Banks and financial services”).

“Child day care facility” means a state-licensed facility which provides nonmedical care, protection, and supervision to more than 14 children under 18 years of age, on a less than 24-hour basis. Commercial or nonprofit child day care facilities include infant centers, preschools, sick-child centers, and school-age day care facilities. These may be operated in conjunction with a school or church facility, or as an independent land use.

“Clubs, lodges, and private meeting halls” means permanent, headquarters-type and meeting facilities for organizations operating on a membership basis for the promotion of the interests of the members, including facilities for business associations; civic, social and fraternal organizations; labor unions and similar organizations; political organizations; professional membership organizations; and other membership organizations.

“Commercial marijuana uses” means any and all commercial and nonprofit entities, businesses, organizations, facilities, enterprises, buildings, structures, delivery service, vehicle or location, whether fixed or mobile, where recreational or medical marijuana (cannabis), recreational or medical marijuana products, or devices for the use of recreational or medical marijuana or marijuana products are offered, either individually or in any combination, for retail sale, including an establishment that delivers recreational or medical marijuana and recreational marijuana products. “Commercial marijuana uses” also includes any and all uses involving the cultivation, testing, research, distribution, possession, processing, storing, labeling, transporting, or sale of medical or recreational marijuana or recreational or medical marijuana products, regardless of whether such uses are permitted under state laws.

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

“Community garden” means a site used for growing plants for food, fiber, herbs, or flowers, which is shared and maintained by city residents.

“Community garden, private” means an otherwise undeveloped lot divided into multiple plots for the growing and harvesting of fruits, vegetables, flowers, fiber, nuts, seeds, or culinary herbs, primarily for the personal use of the growers, and that is established, operated, and maintained by a group of persons, other than the city. This does not include a private garden or edible landscaping that is incidental to the primary use of the lot.

“Community garden, public” means public land divided into multiple plots that are available to the public for growing and harvesting of fruits, vegetables, flowers, fiber, nuts, seeds, or culinary herbs primarily for the personal use of the growers, and that is established, operated, and maintained by the city.

“Convenience stores” means easy-access retail stores of 5,000 square feet or less in gross floor area, which carry a range of merchandise oriented to convenience and travelers’ shopping needs. These stores may be part of a service station or an independent facility. Also see “Neighborhood market” and “Grocery store/supermarket” for larger stores or stores oriented toward the daily shopping needs of residents.

“Cottage food operation” means a cottage food operation as defined in the California Health and Safety Code.

“Crop production” means raising and harvesting of plants, tree crops, row crops, or field crops on an agricultural or commercial basis, including packing and processing. Includes horticulture establishments engaged in the cultivation of flowers, fruits, vegetables, or ornamental trees and shrubs for wholesale and incidental retail sales. This classification includes accessory agricultural buildings accessory to such uses and roadside stands for display/sale of agricultural products grown on the premises. Excludes uses for which other garden, nursery, or landscape merchandise is stored and sold on the site.

“Detailing or waterless car wash” means a facility that offers interior or exterior cleaning of chrome trim, windows, wheels and other visible components on a vehicle’s exterior. Cleaning typically includes the use of pre-mixed cleaners that are sprayed on and wiped off and very little use of water.

“Drive-in and drive-through sales and service” means facilities where food or other products may be purchased by motorists without leaving their vehicles. These facilities include fast-food restaurants, drive-through coffee, dairy products, photo stores, etc.

“Dwelling, accessory unit” means an attached or detached dwelling unit which provides complete independent living facilities for one or more persons, with permanent provisions for living, sleeping, eating, cooking, and sanitation sited on the same parcel as the primary dwelling unit. This definition includes granny flats.

“Dwelling, multifamily” means a building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord (e.g., apartment, apartment house, townhouse, condominium).

“Dwelling, single-family” means a building designed exclusively for occupancy by one family on a single lot. This classification includes manufactured homes (defined in California Health and Safety Code Section 18007) and model homes for the first sale of homes within the subdivision.

“Dwelling, two-family” means an attached building (e.g., duplex) designed for occupancy by two families living independently of each other, where both dwellings are located on a single lot. For the purposes of this title, this definition also includes halfplexes (two attached units, each with a separate lot). More than one two-family dwelling may be located on a single lot consistent with the density provisions of the General Plan. Does not include accessory dwelling units (see “Dwelling, accessory unit”).

“E-cigarette lounge” and “vapor bar” means any business, facility, building, establishment, structure or location, whether fixed or mobile, where customers or others utilize a heating element or other device that vaporizes a liquid solution that releases nicotine or flavored vapor, including but not limited to e-cigarettes, hookah pens, e-hookahs, or vape pipes. E-cigarette lounge and vapor bar shall include private smokers lounge and smokers lounge as defined below. “E-cigarette” or “electronic cigarette” shall have the same definition as that in RCMC 6.84.020(F).

1. “Hookah bar” means any business, facility, building, establishment, structure or location, whether fixed or mobile, where customers or others utilize hookahs, pipes, or other mechanisms placed at various locations throughout the establishment to smoke tobacco or other substances.
2. “Private smokers’ lounges” or “smokers’ lounges” means any enclosed or unenclosed area within or attached to a retail or wholesale tobacco store or smoke shop that is dedicated, in whole or in part, to the use of tobacco or e-cigarette products, including but not limited to cigarettes, cigars, pipes, hookahs, e-cigarettes, hookah pens, e-hookahs, or vape pipes or pens. Such area need not be separated from the main floor area of the retail establishment.

“Emergency facilities” means a temporary facilities to accommodate emergency public health and safety needs and activities.

“Emergency shelter” means any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

~~“Employee housing” means property used temporarily or seasonally for the residential use of five or more unrelated persons/families employed to perform agricultural or industrial labor. The accommodations may consist of any living quarters, dwelling, boarding house, tent, bunkhouse, mobile home, manufactured home, recreational vehicle, travel trailer, or other housing accommodations maintained in one or more buildings, or one or more sites, and the premises upon which they are situated, including area set aside for parking of mobile homes or camping of five or more employees by the employer. Concurrent with the previous definition, employee housing may also involve permanent residency if the housing accommodation is a mobile home, manufactured home, travel trailer, or recreational vehicle.~~

“Equestrian facility, commercial” means commercial horse, donkey, and mule facilities including horse ranches, boarding stables, riding schools and academies, horse exhibition facilities (for shows or other competitive events), pack stations, and barns, stables, corrals, and paddocks accessory and incidental to these uses.

“Equestrian facility, hobby” means stables, corrals, and paddocks used by the individual homeowners of corresponding property and their animals.

“Equipment sales and rental” means service establishments with outdoor storage/rental yards, which may offer a wide variety of materials and equipment for rental (e.g., construction equipment).

“Family day care home, large” means state-licensed facilities that provide nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally for seven to 14 children. As described in the California Health and Safety Code, large day care homes may provide services for up to 16 children when specific conditions are met.

“Family day care home, small” means state-licensed facilities that provide nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally to six or fewer children. As described in the California Health and Safety Code, small day care homes for children may provide services for up to eight children when specific conditions are met.

“Fuel storage and distribution” means a large-scale facility where fuel (such as propane and gasoline) is stored and distributed without retail sales.

“Furniture, furnishings, and appliance stores” means stores engaged primarily in selling the following products and related services, including incidental repair services: draperies, floor coverings, furniture, glass and chinaware, home appliances, home furnishings, home sound systems, interior decorating materials and services, large musical instruments, lawn furniture, moveable spas and hot tubs, office furniture, other household electrical and gas appliances, outdoor furniture, refrigerators, stoves, and televisions.

“Garden center/plant nursery” means establishments providing for the cultivation and sale of ornamental trees, shrubs, and plants, including the sale of garden and landscape materials (packaged and/or bulk sale of unpackaged materials) and equipment.

“Golf courses/clubhouse” means golf courses and accessory facilities and uses including clubhouses with bar and restaurant, locker and shower facilities, driving ranges, “pro shops” for on-site sales of golfing equipment, and golf cart storage and sales facilities.

“Grocery store/supermarket” means a retail business of more than 15,000 square feet in size, where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store. These full-service businesses do not typically have limited hours of operation. See separate but related listings for “Neighborhood market” and “Convenience store.”

“Group residential” means shared living quarters without separate kitchen and/or bathroom facilities for each room or unit. This classification includes residential hotels, fraternities, sororities, convents, rectories, and private residential clubs but does not include living quarters shared exclusively by a family. This category includes boarding houses, which are defined as a building other than a hotel or restaurant where meals or lodging or both meals and lodging are provided for compensation for four or more persons.

“Guest house” means a detached structure accessory to a single-family dwelling, accommodating living/sleeping quarters, but without kitchen or cooking facilities.

“Heliport” means a designated, marked area on the ground or the top of a structure where helicopters may land at any time.

“Hog farm, commercial” means any premises used for the raising or keeping of hogs when raised, fed, and fattened for purposes of sale and consumption by other than the owner of the site. In agricultural and agricultural-residential zoning districts, the term “hog farm, commercial” does not exclude the raising of hogs as part of general agricultural practices and 4-H purposes (also see “Animal keeping”).

“Home improvement supplies” means establishments (retail or wholesale) that sell kitchen, bath, furnishings, carpeting, and other home-oriented supplies. Other retail uses are permitted if accessory to the primary use. These

uses may include an expansive showroom. This category does not include the sale of lumber and does not permit the outdoor display of merchandise. This use classification is a subcategory of the larger building materials stores and yards use classification and may be combined with or separate from such uses.

“Home occupation” means the conduct of a business within a dwelling unit or residential site, employing occupants of the dwelling, with the business activity being subordinate to the residential use of the property. Examples include, but are not limited to, accountants and financial advisors, architects, artists, attorneys, offices for construction businesses (no equipment or material storage), and real estate sales.

“Hookah bar” means any business, facility, building, establishment, structure or location, whether fixed or mobile, where customers or others utilize hookahs, pipes, or other mechanisms placed at various locations throughout the establishment to smoke tobacco or other substances.

“Hotels and motels” means facilities with guest rooms or suites, provided without kitchen facilities, rented to the general public for transient lodging (less than 30 days). Hotels provide access to most guest rooms from an interior walkway and typically include a variety of services in addition to lodging; for example, restaurants, meeting facilities, personal services, etc. Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

“Hotels and motels, extended stay” means facilities with guest rooms or suites, provided with kitchen facilities, rented to the general public for transient lodging (less than 30 days) or for longer periods of time. Hotels provide access to most guest rooms from an interior walkway and typically include a variety of services in addition to lodging; for example, restaurants, meeting facilities, personal services, etc. Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

“Hydroponics” means a method of growing plants in soil-less medium or an aquatic-based environment in which plant nutrients are distributed via water.

“Indoor amusement/entertainment facilities” means establishments providing indoor amusement and entertainment services for a fee or admission charge, including dance halls and ballrooms and electronic game arcades, as primary uses. Four or more electronic games or coin-operated amusements in any establishment, or a premises where 50 percent or more of the floor area is occupied by amusement devices, are considered an electronic game arcade as described above; three or less machines are not considered a land use separate from the primary use of the site.

“Indoor fitness and sports facilities” means predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include bowling alleys, billiard parlors, ice/roller skating rinks, indoor racquetball courts, indoor climbing facilities, soccer areas, athletic clubs, and health clubs. This use does not include special studios not a part of an athletic or health club (e.g., karate studio, dance studio, etc.). Also see “Schools, private and special/studio.”

Kennels, Commercial. These facilities provide boarding of animals as the primary use of the facility. May also include day-time boarding and activity for animals (e.g., “doggie day care”) and ancillary grooming facilities. Also see “Animal sales and grooming.”

“Kennels, hobby” means facilities for the keeping, boarding, or maintaining of five or more dogs (four months of age or older) or five or more cats. Excludes dogs or cats for sale in pet shops or patients in animal hospitals. This includes a kennel where the animals are owned or kept by the owner or occupant for personal, noncommercial purposes, including hunting, tracking, exhibiting at shows, exhibitions, field trials or other competitions, or for enhancing or perpetuating a given breed, other than dogs or cats used in conjunction with an agricultural operation on the lot or premises.

“Libraries and museums” means public or quasi-public facilities including aquariums, arboretums, art exhibitions, botanical gardens, historic sites and exhibits, libraries, museums, and planetariums, which are generally noncommercial in nature.

“Live-work facility” means a structure or portion of a structure:

1. That combines a commercial or manufacturing activity allowed in the zone with a residential living space for the owner of the commercial or manufacturing business, or the owner's employee, and that person's household;
2. Where the resident owner or employee of the business is responsible for the commercial or manufacturing activity performed; and
3. Where the commercial or manufacturing activity conducted takes place subject to a valid business license associated with the premises.

"Low Barrier Navigation Center" means a housing first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

"Maintenance and repair, small equipment" means establishments providing on-site repair and accessory sales of supplies for appliances, office machines, home electronic/mechanical equipment, bicycles, tools, or garden equipment, conducted entirely within an enclosed building. This classification does not include maintenance and repair of vehicles.

Manufactured Home. California Health and Safety Code Section 18007 defines a manufactured home as a structure that meets the following criteria:

1. Transportable in one or more sections;
2. When in the traveling mode, is eight body feet or more in width, or 40 body feet or more in length, or, when erected on site, is 320 or more square feet;
3. Built on a permanent chassis;
4. Designed to be used as a residential dwelling;
5. Erected with or without a permanent foundation when connected to the required utilities;
6. Includes the plumbing, heating, air conditioning, and electrical systems contained therein.

This term shall include any structure which meets all the requirements of this definition except the size requirements so long as the manufacturer voluntarily files a certification and complies with the standards established under this definition. "Manufactured home" includes a mobile home subject to the National Manufactured Housing Construction and Safety Act of 1974 (42 USC Section 5401 et seq.).

"Manufacturing, major" means manufacturing, fabrication, processing, and assembly of materials in a raw form. Uses in this category typically create greater than usual amounts of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on site or on an adjacent site. Uses include but are not limited to batch plants, rendering plants, aggregate processing facilities, and plastics and rubber products manufacturing. Also see "Manufacturing, minor" and "Manufacturing, small scale." "Manufacturing" shall not mean any uses involving medical or recreational marijuana products.

"Manufacturing, minor" means manufacturing, fabrication, processing, and assembly of materials from parts that are already in processed form and that, in their maintenance, assembly, manufacture, or plant operation, do not create excessive amounts of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on site or on an adjacent site. Uses include but are not limited to furniture manufacturing and cabinet shops, laundry and dry cleaning plants, metal products fabrication, and food and beverage manufacturing, processing and assembly. Also see "Manufacturing, major" and "Manufacturing, small scale." "Manufacturing" shall not mean any uses involving medical or recreational marijuana products.

"Manufacturing, small scale" means establishments manufacturing and/or assembling small products primarily by hand, including but not limited to jewelry, pottery and other ceramics, as well as small glass and metal art and craft

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products. This use category also includes minor manufacturing, so long as the activity occurs on a small scale and within spaces less than 20,000 square feet in size. Also see “Manufacturing, major” and “Manufacturing, minor.”

“Market garden” means the cultivation of fruits, vegetables, flowers, fiber, nuts, seeds that involves the sale or donation of its produce to the public to the public located outside of agricultural zoning districts.

“Massage parlor” means an establishment where customers can receive a massage.

“Medical marijuana dispensary” means (1) any facility, building, structure, delivery service, vehicle or location, whether fixed or mobile, where a primary caregiver makes available, sells, transmits, gives or otherwise provides medical marijuana (cannabis) to two or more of the following: a qualified patient or a person with an identification card, or a primary caregiver, in strict accordance with California Health and Safety Code Section 11362.5 et seq.; or (2) any facility, building, structure, delivery service, vehicle or location, whether fixed or mobile, where qualified patients and/or persons with identification cards and/or primary caregivers meet or congregate in order to collectively or cooperatively distribute, sell, dispense, transmit, process, deliver, exchange or give away marijuana for medicinal purposes pursuant to California Health and Safety Code Section 11362.5 et seq. and such group is organized as a medical marijuana cooperative or collective as set forth in the Attorney General Guidelines; or (3) any facility, building, structure, vehicle or location, whether fixed or mobile, where medical marijuana, medical marijuana products, or devices for the use of medical marijuana or medical marijuana products are offered, either individually or in any combination, for retail sale, including an establishment that delivers medical marijuana and medical marijuana products as part of a retail sale. The terms “primary caregiver,” “qualified patient,” and “person with an identification card” shall be as defined in California Health and Safety Code Section 11362.5 et seq.

The terms “primary caregiver,” “qualified patient,” and “person with an identification card” shall be as defined in California Health and Safety Code Section 11362.5 et seq.

A “medical marijuana dispensary” shall not include the following uses, as long as the location of such uses is otherwise regulated by applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code; a health care facility licensed pursuant to Chapter 2 of Division 2 of the California Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code; a residential hospice, or a home health agency licensed pursuant to Chapter 8 of the California Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, California Health and Safety Code Section 11362.5 et seq.

“Medical services, extended care” means residential facilities providing nursing and health-related care as a primary use with inpatient beds, such as board and care homes, convalescent and rest homes, extended care facilities, and skilled nursing facilities. Long-term personal care facilities that do not emphasize medical treatment are included under “Residential care home.”

“Medical services, general” means facilities primarily engaged in providing outpatient medical, mental health, surgical, and other personal health services, but which are separate from hospitals, including medical and dental laboratories, medical, dental and psychiatric offices, outpatient care facilities, and other allied health services. Counseling services by other than medical doctors or psychiatrists are included under “Offices.”

“Medical services, hospitals” means hospitals and similar facilities engaged primarily in providing diagnostic services and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses (see the separate definition of “Retail, accessory”), and emergency heliports.

“Mobile/manufactured home” means a trailer, transportable in one or more sections, that is certified under the National Manufactured Housing Construction and Safety Standards Act of 1974, which is over eight feet in width and 40 feet in length, with or without a permanent foundation and not including a recreational vehicle, commercial coach, or factory-built (modular) housing (single-family dwelling). A mobile home on a permanent foundation is included under the definition of single-family dwellings.

“Mobile home” means a transportable structure which is built on a permanent chassis and designed as a dwelling when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein (California Health and Safety Code Sections 18007 and 18008). A mobile home is included in the definition of “Manufactured home,” and the minimum dimensions for a mobile home are eight feet wide, 40 feet long, and a total area of 320 square feet.

“Mobile home park” means a residential facility arranged or equipped for the accommodation of two or more mobile homes, with spaces for such mobile homes available for rent, lease, or purchase, and providing utility services and other facilities either separately or in common to mobile home spaces therein.

“Mobile home park” means any site that is planned and improved to accommodate two or more mobile homes used for residential purposes, or on which two or more mobile home lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate mobile homes used for residential purposes.

“Mortuaries and funeral homes” means funeral homes and parlors, where the deceased are prepared for burial or cremation and funeral services may be conducted.

“Neighborhood market” means a pedestrian-oriented grocery/specialty market store offering food products packaged for preparation and consumption away from the site of the store and oriented to the daily shopping needs of surrounding residential areas. Neighborhood markets are more than 5,000 square feet and less than 15,000 square feet in size and operate less than 18 hours per day. For larger stores, see “Grocery store/supermarket.” Neighborhood markets may include deli or beverage tasting facilities that are ancillary to the market/grocery portion of the use.

“Offices, accessory” means offices that are incidental and accessory to another business or sales activity that is the primary use (part of the same tenant space or integrated development). The qualification criteria for this definition is that the floor area of the accessory office use shall not exceed 50 percent of the total net habitable or leaseable floor area of the tenant space for a single-use development or the combined floor area of an integrated development for a mixed-use project.

Offices, Business and Professional. This use listing includes offices of administrative businesses providing direct services to consumers (e.g., insurance companies, utility companies), government agency and service facilities (e.g., post office, civic center), professional offices (e.g., accounting, attorneys, employment, public relations), and offices engaged in the production of intellectual property (e.g., advertising, architectural, computer programming, photography studios). This use does not include medical offices (see “Medical services”), temporary offices (see Chapter 23.922 RCMC, Temporary Uses), or offices that are incidental and accessory to another business or sales activity that is the primary use (see “Offices, accessory”). Outdoor storage of materials is prohibited.

“Outdoor commercial recreation” means facilities for various outdoor participant sports and types of recreation where a fee is charged for use (e.g., amphitheaters, amusement and theme parks, golf driving ranges, health and athletic clubs with outdoor facilities, miniature golf courses, skateboard parks, stadiums and coliseums, swim and tennis clubs, water slides, zoos).

“Park and ride facility” means a designated area where a vehicle may be left in order to carpool with other commuters or to ride public transit.

“Parking facility” means a parking lot or parking structure used for parking motor vehicles where the facility is the primary use of the site. Parking structures and lots that are developed in conjunction with another primary use of the site to satisfy the on-site parking requirements for the development are not included in this definition.

“Parks and public plazas” means public parks including playgrounds and athletic fields/courts and public plazas and outdoor gathering places for community use. If privately owned and restricted to the public (e.g., require payment of fee), the same facilities are included under the definition of “Outdoor commercial recreation.”

“Pawnshop” means, consistent with RCMC 4.30.010, any room, store, building, or other place in which the business of pawn brokering, or the business of lending money upon personal property, pawns or pledges, or the business of

purchasing articles from vendors or their assignees at prices agreed upon at or before the time of such purchase, is engaged in, carried on, or conducted.

“Personal services” means establishments providing nonmedical services as a primary use, including, but not limited to, barber and beauty shops, [permanent makeup application](#), clothing rental, dry cleaning pick-up stores with limited equipment, home electronics and small appliance repair, laundromats (self-service laundries), shoe repair shops, and tailors. These uses may also include accessory retail sales of products related to the services provided, spas and hot tubs for rent, and tanning salons.

“Printing and publishing” means establishments engaged in printing by letterpress, lithography, gravure, screen, offset, or electrostatic (xerographic) copying, and other establishments serving the printing trade including bookbinding, typesetting, engraving, photoengraving, and electrotyping. This use also includes establishments that publish newspapers, books, and periodicals, and establishments manufacturing business forms and binding devices. Does not include “quick printing” services or desktop publishing, which are included in “Business support services.”

“Private garden” means a private food-producing garden located in the front, side, or rear yard, courtyard, balcony, fence, wall, window sill or basement that is accessory to the primary use of a site. This definition does not include incidental fruit and vegetable plants as part of an ornamental garden for individual, rather than resale, use.

“Private smokers’ lounges” or “smokers’ lounges” means any enclosed or unenclosed area within or attached to a retail or wholesale tobacco store or smoke shop that is dedicated, in whole or in part, to the use of tobacco or e-cigarette products, including but not limited to cigarettes, cigars, pipes, hookahs, e-cigarettes, hookah pens, e-hookahs, or vape pipes or pens. Such area need not be separated from the main floor area of the retail establishment.

“Public safety facility” means a facility operated by public agencies including fire stations, other fire prevention and firefighting facilities, and police and sheriff substations and headquarters, including interim incarceration facilities.

“Recreational vehicle park” means a site where one or more lots are used, or are intended to be used, by campers with recreational vehicles or tents. Recreational vehicle parks may include public restrooms, water, sewer, and electric hookups to each lot and are intended as a higher density, more intensively developed use than campgrounds. May include accessory retail uses where they are clearly incidental and intended to serve RV park patrons only.

“Recycling facility – collection” means a recycling facility used for the acceptance by donation, redemption, or purchase of recyclable materials from the public that does not occupy more than 500 square feet. This classification may include a mobile unit, kiosk-type units that may include permanent structures, and unattended containers placed for the donation of recyclable materials. This also includes so-called “reverse vending machines,” an automated mechanical device that accepts one or more types of empty beverage containers including, but not limited to, aluminum cans, glass bottles and plastic bottles, and issues a cash refund or a redeemable credit slip with value of not less than the container’s redemption value as determined by the state.

“Recycling facility – processing” means a recycling facility located in a building or enclosed space and used for the collection and processing of recyclable materials. “Processing” means the preparation of material for efficient shipment or to an end user’s specifications by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing. Collection of recycling materials as the sole activity is included in the definition of “Recycling facility – collection.”

“Recycling facility – scrap and dismantling” means uses engaged in the assembling, breaking up, sorting, temporary storage, and distribution of recyclable or reusable scrap and waste materials. This use does not include landfills or other terminal waste disposal sites. Also see “Auto vehicle dismantling” for related use for automobiles. Collection of recycling materials as the sole activity is included in the definition of “Recycling facility – collection.”

“Religious institutions” means facilities operated by religious organizations for worship or the promotion of religious activities (e.g., churches, mosques, synagogues, temples) and accessory uses on the same site (e.g., living quarters for ministers and staff, child day care facilities which were authorized in conjunction with the primary use). Other establishments maintained by religious organizations, such as full-time educational institutions, hospitals, and other potentially related operations (e.g., recreational camp), are classified according to their respective activities.

“Research and development” means indoor facilities for scientific research, and the design, development, and testing of electrical, electronic, magnetic, optical, and mechanical components in advance of product manufacturing, that are not associated with a manufacturing facility on the same site. Includes but is not limited to chemical and biotechnology research and development. Does not include computer software companies (see “Offices, business and professional”), soils and other materials testing laboratories (see “Business support services”), or medical laboratories (see “Medical services, general”). Does not include medical or recreational marijuana (cannabis) research facilities.

“Residential care facility” means, consistent with the definitions of state law, a facility that provides 24-hour nonmedical care for more than six persons 18 years of age or older, or emancipated minors, with chronic, life-threatening illness in need of personal services, protection, supervision, assistance, guidance, or training essential for sustaining the activities of daily living or for the protection of the individual. This classification includes, but is not limited to, residential care facilities for the elderly, adult residential facilities, wards of the juvenile court, and other facilities licensed by the state of California.

“Residential care home (large)” means, consistent with the definitions of state law, a home that provides 24-hour nonmedical care for more than six persons 18 years of age or older, or emancipated minors, with chronic, life-threatening illness in need of personal services, protection, supervision, assistance, guidance, or training essential for sustaining the activities of daily living or for the protection of the individual. This classification includes, but is not limited to, rest homes, residential care facilities for the elderly, adult residential facilities, wards of the juvenile court, and other facilities licensed by the state of California. Convalescent homes, nursing homes, and similar facilities providing medical care are included under the definition of “Medical services, extended care.”

“Residential care home (small)” means, consistent with the definitions of state law, a home that provides 24-hour nonmedical care for six or fewer persons 18 years of age or older, or emancipated minors, with chronic, life-threatening illness in need of personal services, protection, supervision, assistance, guidance, or training essential for sustaining the activities of daily living or for the protection of the individual. This classification includes, but is not limited to, rest homes, residential care facilities for the elderly, adult residential facilities, wards of the juvenile court, and other facilities licensed by the state of California. Convalescent homes, nursing homes, and similar facilities providing medical care are included under the definition of “Medical services, extended care.”

“Resource protection and restoration” means activities and management of an area to preserve, re-create, and enhance natural resource values such as fish and wildlife habitat, rare and endangered plants, vernal pools, erosion control, and floodwater conveyance.

“Resource-related recreation” means facilities related to passive recreation in open space areas including bicycle and pedestrian trails, picnic areas, parking areas, and interpretive centers.

“Restaurant” means a retail business selling food and beverages prepared and/or served on the site, for on- or off-premises consumption. Includes eating establishments where customers are served from a walk-up ordering counter for either on- or off-premises consumption and establishments where most customers are served food at tables for on-premises consumption, but may include providing food for take-out. Also includes coffee houses and accessory cafeterias as part of office and industrial uses.

“Retail, accessory” means the retail sales of various products (including food service) in a store or similar facility that is located within a health care, hotel, office, or industrial complex. These uses include but are not limited to pharmacies, gift shops, and food service establishments within hospitals, and convenience stores and food service establishments within hotel, office, and industrial complexes. This use category also includes retail associated with industrial uses for the products sold, distributed, or manufactured on site. The permitted retail area of the accessory use is based on the total square footage of the tenant space of a single-use development or the combined floor area of an integrated development in a mixed-use project.

“Retail, general” means stores and shops selling multiple lines of merchandise. These stores and lines of merchandise include but are not limited to art galleries, bakeries (all production in support of on-site sales), clothing and accessories, collectibles, department stores, drug and discount stores, dry goods, fabrics and sewing supplies, florists and houseplant stores (indoor sales only; outdoor sales are plant nurseries and included in the definition of “Garden center/plant nursery”), furniture, home furnishings and equipment, general stores, gift shops, hardware,

hobby materials, musical instruments, parts and accessories, newsstands, pet supplies, specialty shops, sporting goods and equipment, stationery, and variety stores.

“Retail, warehouse club” means retail stores that emphasize the packaging and sale of products in large quantities or volumes, some at discounted prices. Sites and buildings are usually large and industrial in character. Patrons may be required to pay membership fees.

“Schools, private and special/studio” includes private educational institutions (e.g., boarding schools, business, secretarial and vocational schools, colleges and universities, establishments providing for courses by mail or online), and special schools/studios (e.g., art, ballet and other dance, computers and electronics, drama, driver education, language, music, photography). This also includes dormitories as an accessory use to a private school. Also includes facilities, institutions, and conference centers that offer specialized programs in personal growth and development (e.g., fitness training studios, gymnastics instruction, and aerobics and gymnastics studios, environmental awareness, arts, communications, management). Also see “Indoor fitness and sports facilities.”

“Schools, public” means public educational institutions such as community colleges, universities, elementary schools, middle/junior high schools, high schools, and military academies. This also includes dormitories as an accessory use to a public school.

“Service station” means a retail business selling gasoline or other motor vehicle fuels. Vehicle services which are incidental to fuel services are included under “Vehicle services – minor.”

“Sexually oriented business” means adult bookstores, adult motion picture theaters, adult live theaters, adult video stores, or any establishment that consists of a combination of such uses. An adult bookstore is a building or a portion thereof used by an establishment either (1) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of books, magazines, or other publications, is devoted to the sale of books, magazines, or other publications which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070 and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (2) where 25 percent or more of the total number of books, magazines, or other publications offered for sale to the public consist of books, magazines, or other publications which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070 and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18. An adult motion picture theater is a building or portion thereof or an area, open or enclosed, which regularly features motion pictures distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070 or specified anatomical areas as defined in RCMC 23.1104.070. An adult live theater is a building or portion thereof or an area, open or enclosed, which regularly features live performances distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070 or specified anatomical areas as defined in RCMC 23.1104.070 for observation by patrons or customers. An adult video store is a building or portion thereof used by an establishment either (1) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of videos, is devoted to the sale or rental of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (2) where 25 percent or more of the total number of videos offered for sale or rental to the public consist of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.1104.070, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18.

“Single room occupancy (SRO) facilities” means multi-unit housing for very low income persons that typically consists of a single room and shared bath and also may include a shared common kitchen and common activity area. SROs may be restricted to seniors or be available to persons of all ages. Subsidized versions may be supervised by a government housing agency.

“Smoke shop” means an establishment selling smoking, drug, and/or traditional or electronic tobacco paraphernalia or products where 15 percent or more of the total floor or shelf area is devoted to selling tobacco products (as defined in RCMC 4.07.030). Limited sales of tobacco products that commonly occur within convenience stores or service stations are not included in this definition. Smoking, as defined in RCMC 6.84.020(S), shall be prohibited within all smoke shops, unless the establishment has been formally permitted to operate a private smokers’ lounge under applicable state and local laws.

“Storage, personal storage facility” means a structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand.

“Storage, warehouse” means a facility for the storage of furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include warehouse, storage, or mini-storage facilities offered for rent or lease to the general public (see “Storage, personal storage facility”) or warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see “Wholesaling and distribution”).

“Storage, yards” means the storage of various materials outside of a structure other than fencing, either as an accessory or principal use.

“Supportive housing” means a combination of affordable housing and services. Supportive housing is typically for individuals and families confronted with homelessness and who also have very low incomes and/or serious life challenges. Supportive housing can be coupled with such social services as job training, life skills training, alcohol and drug abuse programs, and case management to populations in need of assistance, including the developmentally disabled, those suffering from dementia, including Alzheimer’s disease, and the frail elderly.

“Target population” means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

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“Tasting room, off-site” means a facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a standalone retail use. Food preparation is not permitted. Prepackaged foods may be sold on premises. Patrons may carry food on site for personal consumption. Tasting rooms must comply with the retail hours of operation of 10:00 a.m. to 11:00 p.m. On-site tasting rooms are included as an accessory use in “Brewery, winery, distillery.” Any facilities not operating with these standards are considered “Bars and nightclubs.”

“Tattoo parlor” means any establishment that engages in the business of tattooing and/or branding human beings.

“Telecommunication facility” means a facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices, including a transmission tower, antenna, and/or other facility designed or used for that purpose. Amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not telecommunication facilities.

“Theaters and auditoriums” means indoor facilities for public assembly and group entertainment, other than sporting events (e.g., civic theaters, facilities for “live” theater and concerts, exhibition and convention halls, motion picture theaters, auditoriums). Does not include outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events; see “Outdoor commercial recreation.”

“Thrift store” means a retail establishment selling secondhand goods donated by members of the public.

“Trade school” means a type of higher learning school that focuses on job skill training rather than academics in the liberal arts. Trade schools focus on a particular set of skills that are taught to students looking to enter a certain

career field. These schools help to train workers to perform the tasks needed to work in certain fields, and they usually do it in a shorter period of time than traditional universities.

“Transit facilities” means maintenance and service centers for the vehicles operated in a mass transportation system. Includes buses, taxis, railways, etc.

“Transit stations and terminals” means passenger stations for vehicular and rail mass transit systems.

“Transitional housing” ~~means housing containing sleeping, kitchen, and bathroom facilities that is used to ease the transition of homeless individuals to independent living within 24 months~~ Housing that has a predetermined end point in time and operated under a program which ~~Usually provides~~ with supportive services to assist in finding and keeping permanent housing-housing. The program length is typically no less than six months.

“Utility facilities and infrastructure” includes the following:

1. Fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: electrical substations and switching stations, natural gas regulating and distribution facilities, public water system wells, treatment plants and storage, telephone switching facilities, wastewater treatment plants, settling ponds and disposal fields. These uses do not include office or customer service centers (classified in “Offices”) or equipment and material storage yards.
2. Pipelines for potable water, reclaimed water, natural gas, and sewage collection and disposal, and facilities for the transmission of electrical energy for sale, including transmission lines for a public utility company. Also includes telephone, telegraph, cable television, and other communications transmission facilities utilizing direct physical conduits.

“Urban agriculture” means the production of food in a form and scale that is appropriate for the urban context. Urban agriculture includes: market garden, private community garden, public community garden, private garden, and aquaculture.

“Urban agriculture stand” means a temporary produce stand that is accessory to an urban agriculture use.

“Vehicle services – major” means the repair, alteration, restoration, towing, painting, cleaning (e.g., self-service and attended car washes), or finishing of automobiles, trucks, recreational vehicles, boats, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. This use includes major repair and body work repair facilities dealing with entire vehicles; such establishments typically provide towing, collision repair, other body work, and painting services and may also include tire recapping establishments.

“Vehicle services – minor” means minor facilities that specialize in limited aspects of repair and maintenance (e.g., muffler and radiator shops, quick-lube, smog check). Does not include repair shops that are part of a vehicle dealership on the same site (see “Auto and vehicle sales”) or automobile dismantling yards, which are included under “Recycling facility – scrap and dismantling.”

“Veterinary facility” means a veterinary facility that is primarily enclosed, containing only enough cage arrangements as necessary to provide services for domestic and exotic animals requiring acute medical or surgical care with accessory outdoor use that provides long-term medical care. Grooming and boarding of animals is allowed only if accessory to the facility use.

“Wholesaling and distribution” means establishments engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm, or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. Includes such establishments as agents, merchandise or commodity brokers, and commission merchants, assemblers, buyers and associations engaged in the cooperative marketing of farm products, merchant wholesalers, and stores primarily selling electrical, plumbing, heating and air conditioning supplies and equipment. [Ord. 3-2019 § 5 (Exh. A); Ord. 15-2018 § 4 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 1-2016 § 6; Ord. 8-2015 § 4 (Exh. B); Ord. 13-2014 §

7; Ord. 15-2013 § 3; Ord. 13-2013 § 4 (Exh. B); Ord. 17-2013 § 3; Ord. 12-2011 § 3 (Exh. A); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 10.1.020). Formerly 23.1101.020].

MEMORANDUM



ITEM 14.1.

DATE: December 20, 2021
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **DISCUSSION AND APPROVAL OF COUNCIL MEMBER
APPOINTMENTS TO REGIONAL BOARDS, COMMISSIONS, AND
COMMITTEES**

RECOMMENDATION

That Council confirms commitments to serve on other agency boards, commissions, and committees.

RESULT OF RECOMMENDED ACTION

The City Council will continue to serve in leadership roles throughout the region. The City Clerk will notify each agency board, commission, or committees of any changes or reappointments and will help ensure that any necessary Fair Political Practices Commission (FPPC) filings are completed.

BACKGROUND

Each year Council Members discuss and determine appointments to serve on various advisory boards in the community to ensure that the City has representation within the region. By discussing and confirming their appointments annually, the members of the Council are committing their time to serve in these important leadership roles.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Proposed Rancho Cordova City Council Boards Commissions and Ad-hoc Committee Appointments

City Council Appointments

Name	Meeting Schedule	2021	2022
Sacramento Area Council of Governments (SACOG)/Capitol Valley Regional SAFE • Airport Land Use Commission	3rd Thursday of the month from 9:30 – 11:30 a.m.	Sander Alt: Budge	
Sacramento Regional Transit District	2nd and 4th Monday of the month at 5:30 p.m.	Budge Alt: Sander	
Sacramento Transportation Authority	2nd Thursday of the month at 1:30 p.m.	Terry Alt: Pulipati	
Capital SouthEast Connector Joint Powers Authority	Last Friday of the month from 8:30–10:30 a.m.	Sander Alt: Budge	
Sacramento Placerville Transportation Corridor Joint Powers	Quarterly February 7 and May 9 at 9:30 a.m.	Sander Alt: Budge	
Sacramento Metropolitan Air Quality Management District	4th Thursday of the month at 9:00 a.m.	Terry Alt: Pulipati	

City Council Appointments - Continued

Name	Meeting Schedule	2021	2022
Sacramento Area Sewer District	2nd and 4th Wednesday of the month at 9:30 a.m.	Sander Alt: Gatewood	
Regional San - Sacramento County Sanitation Districts Financing Authority - Sacramento Regional County Sanitation District	2nd and 4th Wednesday of the month at 9:30 a.m.	Sander Alt: Gatewood	
Sacramento Metro Cable Television Commission	March, June, September, and December 1st Thursday at 2:30 p.m.	Gatewood Alt: Pulipati	
Sacramento-Yolo Mosquito and Vector Control District	3rd Tuesday of the month at 10:00 a.m.	McGarvey Alt: Sander	
South Sacramento Habitat Conservation Plan Advisory Board	Last Monday of every other month at 11:30 a.m.	Budge, Gatewood Alt: Terry, Pulipati	

City Council Appointments - Continued

Name	Meeting Schedule	2021	2022
Greater Sacramento Economic Council	Monthly	Appointee: Abhar Designee: Sander	
Sacramento Local Agency Formation Commission	1st Wednesday of the month at 5:30 p.m.	Budge	
Sacramento Public Library Authority Governing Board	4th Thursday of the month at 3:00 p.m.	Gatewood Alt: Budge	
Lower American River Conservancy Program Advisory Committee	As Needed	Terry Alt: Gatewood	
NLC Postsecondary Education Team	Monthly	Terry, Sander Abhar	
Folsom Lake College Philanthropy Council	Monthly	Pulipati, Abhar	
City Selection Committee of Sacramento County	As Needed	Mayor	
Sacramento County Criminal Justice Cabinet	Meetings Quarterly January/April/July/October	Appointee: Mayor Designee: Chief of Police	

City Council Appointments - Continued

Name	Meeting Schedule	2021	2022
Sacramento Homeless Policy Council	Inactive	Terry	

City Council Ad-hoc Committee Appointments

Name	2021	2022
Sacramento County (M/VM)	Gatewood, Terry, Abhar	Terry, Budge, Abhar
Elk Grove Unified School District	Pulipati, Terry, Abhar	
Folsom Unified School District	Sander, Terry, Abhar	
Sacramento Unified School District	Sander, Gatewood, Abhar	
Golden State Water	Gatewood, Budge, Abhar	
Sac Metro Fire	Gatewood, Budge, Abhar	
SMUD	Gatewood, Terry, Abhar	
City of Rancho Cordova Asset Naming Committee	Budge, Sander, Abhar, Runner	
City of Rancho Cordova Business Outreach and Assistance Efforts	Gatewood, Sander, Abhar, Runner	
City of Rancho Cordova Investment Committee	Gatewood, Sander	