

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, August 1, 2022

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

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

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/89055098472?pwd=cUMzTG92QjhNSSs0Yk4zakw3eVNUT09>

Join the Meeting via the Zoom Phone Number

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

Webinar ID: 890 5509 8472

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 August 1, 2022. 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, August 1, 2022, before 3:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

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

5. PRESENTATIONS

- 5.1. Presentation of Proclamation to Dr. Whitney Yamamura, outgoing President of Folsom Lake College, in recognition of his service to the students of the City of Rancho Cordova.
- 5.2. Introduction of New Employees: Alex Pille, Events Coordinator II and Mike Mullins, Maintenance Technician II by Matt Thomas, Facilities Services Supervisor.

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time via teleconference or by completing and submitting a Speaker Card to the City Clerk.

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

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

Under the provisions of the California Government Code, the City Council is prohibited from

discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of July 18, 2022.

Recommendation: Adopt the Minutes.

9.2. **Subject:** Second Reading of an Ordinance Amending Various Sections of the Folsom Boulevard Specific Plan, Title 16 Buildings and Construction, Title 17 Fire Prevention, and Title 23 Zoning of the Rancho Cordova Municipal Code to Address Ambiguities and Provide Clarification.

Recommendation: Waive second reading and adopt the Ordinance.

9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-138 with Pisor Fence Division, Inc. in an Amount not to Exceed \$437,040 for the Stormwater Fencing Replacement Program Phase 2: Bear Hollow Basin & Pump Station Project.

Recommendation: Adopt the Resolution.

9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-87 in a Total Amount not to Exceed \$1,080,000 with Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program.

Recommendation: Adopt the Resolution.

9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Change Order No. 1 with Sierra Nevada Construction, Inc. in the Amount of \$103,616.61, Which Increases the Contract Amount from \$609,007 to an Amount not to Exceed \$712,623.61 for the International Drive Surface Treatment Project.

Recommendation: Adopt the Resolution

9.6. **Subject:** A Resolution Designating a Voting Delegate and Alternates for the 2022 League of California Cities Annual Conference to Be Held September 7-9, 2022 in Long Beach, California.

Recommendation: Adopt the Resolution.

9.7. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Approving the Fourth Amendment to the First Restated Agreement for Legal Services between the City and Meyers Nave.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

10.1. **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of the Annual Stormwater Utility Fee for the Stone Creek Village Project.

Recommendation: Adopt the Resolution.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** Communications Division Update Fiscal Year 2021/22 Insights, Fiscal Year 2022-23 Plans.

Recommendation: Provide communications update and answer Council questions.

- 12.2. **Subject:** Discussion and Direction on the Gateway Signage Program.

Recommendation: Receive a report on the Gateway Signage Program, and upon discussion, provide staff with any feedback on the existing program, development standards and/or direct staff on any potential code amendments that may be needed to address any desired modifications by Council.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

Mayor Terry will adjourn the meeting to closed session.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

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

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

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS

August 15, 2022	5:30 PM Regular Meeting
August 23, 2022	5:30 PM Special Meeting/Work Session
September 6, 2022	4:00 PM Special Meeting/Regular Meeting
September 19, 2022	5:30 PM Regular Meeting
September 27, 2022	5:30 PM Special Meeting/Work Session
October 3, 2022	4:00 PM Special Meeting/Regular Meeting
October 17, 2022	5:30 PM Regular Meeting
October 26, 2022	5:30 PM Special Meeting/Work Session

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the August 1, 2022 Regular Meeting of the Rancho Cordova City Council was posted and available for review on July 28, 2022 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed July 8, 2022 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 9.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, July 18, 2022

4:00 PM - Special Meeting/Closed Session

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

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.

DRAFT MINUTES

1. SPECIAL MEETING CALL TO ORDER/ROLL CALL

Mayor Terry called the Special meeting to order in the David B. Roberts Council Chambers at 4:06 p.m.

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

Council Members Absent: Siri Pulipati

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

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Mayor Terry adjourned the meeting to closed session at 4:08 p.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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Mayor Terry called closed session to order in the at 4:08 p.m.

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

Council Members Absent: Siri Pulipati

Staff Members Present: Cyrus Abhar and Adam Lindgren

5. CLOSED SESSION

Council met in closed session to discuss the following items:

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

6. ADJOURNMENT TO THE REGULAR MEETING

Mayor Terry adjourned closed session to the Regular Meeting at 5:34 p.m.

7. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

Council Members Present: Linda Budge (joined at 5:50 p.m.), Garrett Gatewood, David Sander, and Mayor Donald Terry

Council Members Absent: Siri Pulipati

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

8. OPEN SESSION – REPORT FROM CLOSED SESSION

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

9. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

10. PLEDGE OF ALLEGIANCE

Council Member Garrett Gatewood led the pledge.

11. INVOCATION

Julie Steinbach of the United Methodist Church of Rancho Cordova gave the invocation.

12. PRESENTATIONS

- 12.1. Introduction of New Employees: Meredith Rhodes, Senior Code Enforcement Officer by Brittany Mariscal, Senior Code Enforcement Officer and Building Permit Technician Leilani Nzau, by Elizabeth Sparkman, Community Development Director.

13. PUBLIC COMMENT

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

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1. Durriya Syed
2. Paul Carroll
3. James Garcia
4. Brenda Gustin
5. Diann Rogers

Mayor Terry closed the public comment period.

14. COUNCIL REPORTS

Council reported on events since the last meeting.

15. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

16. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

Mayor Terry stated that Item 16.4 would be pulled for separate discussion.

ACTION: Motion to approve item 16.1 through 16.3 and 16.5 through 16.15 by Budge second by Sander;

Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Sander, and Terry

NOES: None

ABSENT: Pulipati

ABSTAIN: None

- 16.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of June 20, 2022 and the Special City Council Meeting of July 11, 2022.

Recommendation: Adopt the Minutes.

- 16.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-78 with Granite Construction Company in an Amount not to Exceed \$859,815 for the American River Outfall Four Repair Project.

Recommendation: Adopt the Resolution.

- 16.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-90 with the County of Sacramento for Transportation Operations and Maintenance Services for Fiscal Years 2022-2027, Enabling the County to Continue Assisting the City in Operating and Maintaining Traffic Signal Infrastructure

Recommendation: Adopt the Resolution.

- 16.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-69 with Sierra Asphalt, Inc. in an Amount not to Exceed \$157,700 for On-Call Pavement Maintenance Services.

Recommendation: Adopt the Resolution.

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

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ACTION: Motion to approve item 16.4. by Budge second by Sander;
Motion passed with a 3:0 vote.
AYES: Budge, Sander, and Terry
NOES: None
ABSENT: Pulipati
RECUSED: Gatewood

- 16.5. **Subject:** A Resolution Approving the Final Map of The Ranch Village 3, Subdivision No. FM-2021-002-06, And Authorizing the City Manager to Execute the Subdivision Improvement Agreement Contract No. 2022-49 with K. Hovnanian at Jaeger Ranch, LLC.

Recommendation: Adopt the Resolution.

- 16.6. **Subject:** A Resolution Approving the Final Map of The Ranch Village 4 Unit 2, Subdivision No. FM-2021-002-07, and Authorizing the City Manager to Execute the Subdivision Improvement Agreement Contract No. 2022-105 with K. Hovnanian at Jaeger Ranch, LLC.

Recommendation: Adopt the Resolution.

- 16.7. **Subject:** A Resolution Authorizing the Public Works Director to Execute a Drainage Impact Fee Credit Agreement in an Amount not to Exceed \$5,522,761 with Alta Vista, LLC for the Rio Del Oro Phase I Project.

Recommendation: Adopt the Resolution.

- 16.8. **Subject:** A Resolution Authorizing the Public Works Director to Execute a Drainage Impact Fee Credit Agreement in an Amount up to \$1,937,807 with Lennar Homes of California, LLC for the Grantline 220 Project.

Recommendation: Adopt the Resolution.

- 16.9. **Subject:** A Resolution Declaring the City's Intention to Impose an Annual Stormwater Utility Fee and Designating a Time and a Place for Hearing Protests in Connection with the Annual Stormwater Utility Fee for the Stone Creek Village Project.

Recommendation: Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Stone Creek Village project.

- 16.10. **Subject:** A Resolution Approving the Annexation Boundary Map for the Stone Creek Village project and Annexation to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

Recommendation: Adopt the Resolution.

- 16.11. **Subject:** A Resolution Approving the Boundary Map for the Stone Creek Village Project Annexation to the Rancho Cordova Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens).

Recommendation: Adopt the Resolution.

- 16.12. **Subject:** A Resolution Approving the Annexation of the Stone Creek Village project into the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services).

Recommendation: Adopt the Resolution.

- 16.13. **Subject:** A Resolution Approving the Annexation of the Sundance Development Project into the City of Rancho Cordova Community Facilities District No. 2013-2 (Police

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Services).

Recommendation: Adopt the Resolution.

- 16.14. **Subject:** A Resolution Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the 2022-2023 Property Tax Roll Residents.

Recommendation: Adopt the Resolution.

- 16.15. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-authorizing Remote Teleconference Meetings of the City for the Period from July 19, 2022 to August 17, 2022.

Recommendation: Adopt the Resolution.

17. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

Vice Mayor Budge requested that Item 17.4 be pulled for separate discussion.

ACTION: Motion to approve item 17.1 through 17.3 and 17.5 through 17.6 by Budge second by Gatewood;

Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Sander, and Terry

NOES: None

ABSENT: Pulipati

ABSTAIN: None

- 17.1. **Subject:** A Resolution to Approve Shalako Large Lot Tentative Subdivision Map and Phasing Plan Project No. PLND-1121-0021.

Recommendation: Adopt the Resolution approving the Shalako Large Lot Tentative Subdivision Map, subject to the findings contained in the attached Resolution, Conditions of Approval and Phasing Plan.

- 17.2. **Subject:** 10961 & 10971 Sun Center Drive Tentative Parcel Map Project No. PLND-0122-0026.

Recommendation: Adopt the Resolution for the Tentative Parcel Map.

- 17.3. **Subject:** Pradera Ranch - Major Design Review & Adjustment - Project No. PLND-0222-0028.

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 Suncreek Specific Plan (SCSP) Environmental Impact Report (EIR); and Adopt the Resolution for the Pradera Ranch Major Design Review and Adjustment.

- 17.4. **Subject:** Sunridge Villas (Sundance) Design Review & Adjustment Project No. PLND-0322-0029.

Recommendation: Find the project to be in compliance with the California Environmental Quality Act (CEQA) consistent with the approved Mitigated Negative Declaration prepared for the Sundance project (RC04-122); and Adopt the Resolution for

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the Sunridge Villas Major Design Review and Special Development Permit.

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

ACTION: Motion to continue item 17.4. to a date uncertain by Sander second by Budge;

Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Sander, and Terry

NOES: None

ABSENT: Pulipati

ABSTAIN: None

- 17.5. **Subject:** An Ordinance Amending various sections of the Folsom Boulevard Specific Plan, Title 16 Buildings and Construction, Title 17 Fire Prevention, and Title 23 Zoning of the Rancho Cordova Municipal Code to Address Ambiguities and Provide Clarification.

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

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

Recommendation: Adopt the Resolution.

18. PUBLIC HEARING ITEMS

- 18.1. **Subject:** Logisticcenter at Rancho Cordova Major Design Review Project No. PLND-1021-0015.

Recommendation: There is no formal recommendation at this time. Staff is providing a response to Council's concerns that were raised at the April 18, 2022 council meeting and will be looking for any additional direction from Council for this project. The public hearing will be continued to a future council date. At that time, staff may bring back final action documents based upon Council's direction.

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

1. Paul Carroll
2. James Garcia
3. Marilyn Metzger
4. Eileen Sedilko
5. Jim Zazzera
6. Mitch Schwenk
7. Mary Miller
8. Joe Bedri
9. Sara Malone
10. Kate Carroll
11. Helen Whelan Bashaw
12. Sri Iyer
13. Dawn
14. Daisy Piatt
15. Jenica Williams
16. Barbara Kropacek
17. Jennifer Garcia

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18. Fayzah Mughal
19. Nadia L. Costa
20. Lisa Burns
21. Rosha Hester
22. Suzanne Mantey
23. Jennifer Garcia
24. Edwin Garcia
25. Eileen Sedilko
26. Heather Heilmann
27. James Garcia
28. Kate Carroll
29. Marilyn Metzger
30. Fayzah Mughal

Mayor Terry closed the public comment period.

ACTION: Input was received regarding the Logisticenter at Rancho Cordova Major Design Review Project No. PLND-1021-0015.

19. REGULAR CALENDAR ITEMS

- 19.1. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Authorizing the Execution of a Predevelopment Agreement with Griffn/Swinerton, LLC for the Mills Crossing Civic Center Project.

Recommendation: Adopt the Resolution.

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

1. Helen Whelan-Bashaw
2. Autumn Eberhardt

Mayor Terry closed the public comment period.

ACTION: Motion to approve item 19.1 by Budge second by Gatewood;
Motion passed with a 4:0 vote.

AYES: None

NOES: None

ABSENT: Pulipati

ABSTAIN: None

RECESS: 8:51 p.m. – 8:59 p.m.

- 19.2. **Subject:** Economic Development Department Program - Community Enhancement & Investment Fund and Workforce Development Update.

Recommendation: Receive the Community Enhancement & Investment Fund and Workforce Development Update from the Economic Development Department.

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

1. Krysta Malonson

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2. Anil Reddy
3. J.P. Morgan

Mayor Terry closed the public comment period.

ACTION: Input was received regarding the Economic Development Department Program - Community Enhancement and Investment Fund and Workforce Development Update.

20. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

21. ADJOURNMENT

Mayor Terry adjourned the meeting in memory of George Waegell at 10:21 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: August 1, 2022
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager
SUBJECT: **SECOND READING OF AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE FOLSOM BOULEVARD SPECIFIC PLAN, TITLE 16 BUILDINGS AND CONSTRUCTION, TITLE 17 FIRE PREVENTION, AND TITLE 23 ZONING OF THE RANCHO CORDOVA MUNICIPAL CODE TO ADDRESS AMBIGUITIES AND PROVIDE CLARIFICATION**

RECOMMENDATION

Waive second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would amend the Folsom Boulevard Specific Plan, Title 16 Buildings and Construction, Title 17 Fire Prevention, and Title 23 Zoning Code of the Rancho Cordova Municipal Code.

BACKGROUND

On July 18, 2022, the City Council waived the first reading and passed to a second reading of the Ordinance.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2022

AN ORDINANCE AMENDING THE FOLSOM BOULEVARD SPECIFIC PLAN, CAPTER 2 LAND USE PLAN AND ALLOWED USES AND CHAPTER 8 GLOSSARY AND TITLE 16 BUILDINGS AND CONSTRUCTION, CHAPTER 16.18 NUISANCE CODE, TITLE 17 FIRE PREVENTION, CHAPTER 17.12 WEED CONTROL, TITLE 23 ZONING CODE, ARTICLE 3 ZONING DISTRICTS, ALLOWABLE USES, AND GENERAL DEVELOPMENT STANDARDS AND ARTICLE 11 DEFINITIONS OF THE RANCHO CORDOVA MUNICIPAL CODE THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:

Section 1. Purpose and Declarations.

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

WHEREAS, certain amendments to the Folsom Boulevard Specific Plan, Title 16 (Buildings and Construction), Title 17 (Fire Prevention) and Title 23 (Zoning Code), provide clarification of uses, standards and/or enforcement procedures, address inconsistencies between definitions, delete text that is no longer necessary and ;

WHEREAS, on July 18, 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, “[where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed amendments are not a “project” within the meaning of CEQA because the amendments seek to provide clarification of uses, standards and/or enforcement procedures, address inconsistencies between definitions, delete text that is no longer necessary. Because no expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinance will result in a significant effect on the environment. Thus, the proposed ordinance is not subject to the requirements of CEQA. However, in the event that adoption of the ordinance is considered a CEQA project, it would nonetheless qualify for categorical exemptions as set forth below.

CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” The approval of the code amendments set forth in the proposed ordinance does not approve any physical development and it would not result in a direct or indirect physical changes in the environment. Any specific development projects

that may result from these changes will be subject to environmental review. The proposed amendments are consistent with the City's General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code amendments are exempt from review under CEQA and no further environmental review is necessary.

B. The proposed amendment is consistent with the General Plan. The attached Municipal Code Amendments ("Amendment") are consistent with the General Plan. The amendments would provide clarification of uses, standards and/or enforcement procedures, address inconsistencies between definitions, delete text that is no longer necessary.

C. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The attached amendments would provide clarification of uses, standards and/or enforcement procedures, address inconsistencies between definitions, delete text that is no longer necessary. 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 the Folsom Boulevard Specific Plan, Title 16 Buildings and Construction, Title 17 Fire Prevention and Title 23 Zoning Code

The City Council hereby adopts the amendments to the Folsom Boulevard Specific Plan, Title 16 Buildings and Construction, Title 17 Fire Prevention, and 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 1st day of August, 2022 by the following vote:

ITEM 9.2.

ATTACHMENT 1

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Rancho Cordova

Municipal Code Amendments

Title 16, Building and Construction, Title 17 Fire Prevention and Title 23 Zoning

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*).**

Chapter 16.18**Nuisance Code****Article II. Enforcement**

16.18.205 Violations and penalties.

A. Notice to Appear Citation. Law enforcement agencies and the enforcement official may issue a notice to appear citation to the property owner, any person occupying or leasing the property or premises of another, and/or other responsible party for violation of this code under the procedures set forth in Municipal Section 16.18.503(A)(5)(b)..

B. Infractions. A property owner, any person occupying or leasing the property or premises of another, and/or other responsible party who violates any provision of this code shall be guilty of an infraction. Each day, or portion thereof, a violation exists may be a new and separate offense. Any person convicted of an infraction shall be subject to payment of a fine pursuant to the terms set forth in Section 36900 of the State of California Government Code, as that section or its successor reads at the time of the offense, plus any additional penalties assessed by the court. After a third conviction of the same section of this code, subsequent violations of the same section may be charged as a misdemeanor rather than as an infraction.

C. Misdemeanor. Any person convicted of a misdemeanor under this code shall be punished by a fine of not more than \$1,000, or by imprisonment not to exceed six months, or by both such fine and imprisonment.

D. Notwithstanding subsections (A), (B) and (C) of this section, the prosecuting authority may file a misdemeanor for any violation of this code, including a failure to obey an administrative citation as described in RCMC 1.01.190(K). In addition, the city attorney or his or her authorized designee may take other steps and apply to such court to seek any and all legal or equitable relief as permitted under law.

E. Second or Subsequent Civil or Criminal Judgment – Treble Damages. Pursuant to Section 38773.7 of the Government Code, upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that an owner of property is responsible for a condition that may be abated in accordance with the abatement procedure outlined in this chapter, the court may order the owner to pay treble the costs of the abatement. This section does not apply to conditions abated pursuant to Section 17980 of the Health and Safety Code.

F. Administrative Citations.

1. Applicability. This section provides for administrative citations, which are in addition to all other legal remedies, criminal or civil, which the city may pursue to address a violation of this code. Use of this section is at the sole discretion of the city. This section is authorized under Sections 36901 and 53069.4 of the Government Code.

The procedures in this section shall not be used to enforce a continuing violation regarding building, plumbing, electrical, or other similar structural or zoning issues, without first allowing the person in violation a reasonable time to correct the violation, consistent with the procedures set forth in subsection (F)(2) of this section.

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2. Continuing Violations of Building and Zoning Issues. If a violation is a continuing one and pertains to a building, plumbing, electrical, or other structural or zoning issue that does not create an immediate danger to health or safety, the city shall provide a reasonable period of time for the responsible person to correct or otherwise remedy the violation before the imposition of an administrative citation or penalty.

3. Administrative Citation.

a. Authority. Whenever an enforcement officer determines that a violation of any of the provisions of any of the ordinances of the city has occurred, the enforcement officer has the authority to issue an administrative citation to the person responsible for the violation.

b. Contents of Citation. Each administrative citation shall contain the following information:

i. The date of the violation.

ii. The address or a definite description of the location where the violation occurred.

iii. The section of the code violated and a description of the violation.

iv. The amount of the fine for the code violation.

v. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid.

vi. An order prohibiting the continuation or repeated occurrence of the code violation described in the administrative citation.

vii. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form to contest the administrative citation may be obtained.

viii. The name and signature of the citing enforcement officer. In the case of a continuing violation involving building, plumbing, electrical, or other similar structural or zoning issues identified under subsection (F)(2) of this section, the administrative citation shall also have attached a copy of the prior notice that was sent to the responsible party.

c. Delivery of Citation. The administrative citation shall be delivered personally or sent by certified mail to the person responsible for the violation.

d. Dismissal of Citation. At any time before the hearing, if the enforcement officer determines that there was no violation as charged in the administrative citation or that the citation should be dismissed in the interest of justice, the enforcement officer shall dismiss the administrative citation, cancel the hearing, and refund any administrative citation fine.

4. Amount of Fine.

a. Maximum Amount of Fine. The maximum amount of the fine imposed for each code violation under this section is as follows:

i. One hundred dollars per day for a first violation;

ii. Two hundred dollars per day for a second violation of the same ordinance within one year; and

iii. Five hundred dollars per day for each additional violation of the same ordinance within one year.

b. Additional Amounts. Administrative costs, interest, late payment charges, costs of compliance re inspections, and collection costs are in addition to the fine. These include:

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- i. Administrative costs: based on time spent by code enforcement department staff, supervisors and city attorney's office, at the full-cost hourly rate of each employee, including salary, benefits and overhead.
 - ii. Late payment charges: due at the rate of 10 percent per month.
 - iii. Compliance reinspections: based on staff time at the full-cost hourly rate.
 - iv. Collection costs: actual collection costs.
- c. Discretion of Enforcement Officer or Hearing Office – Factors in Establishing Fine. In determining the amount of the fine and additional amounts, the enforcement officer or hearing officer has the discretion to set the fine lower than the maximum amount, or to reduce the additional costs, based on any or all of the following factors:
- i. The duration of the violation;
 - ii. The frequency, recurrence and number of violations, related or unrelated, by the same violator;
 - iii. The seriousness of the violation;
 - iv. The good faith efforts of the violator to come into compliance;
 - v. The economic impact of the fine on the violator;
 - vi. The impact of the violation on the community; and
 - vii. Such other factors as justice requires.
5. Payment of the Fine.
- a. Due Date. The fine shall be paid to the city within 30 days from the date of the administrative citation. The city may suspend the imposition of fines for any period of time during which the violator has filed for necessary permits, and such permits are required to achieve compliance, and the permit applications are actively pending before the appropriate governmental agency.
 - b. Refund. The city shall refund a fine paid if the hearing officer determines, after a hearing held under subsection (F)(8) of this section, that the person charged in the citation was not responsible for the violation or that there was no violation as charged.
 - c. Further Violations Not Excused. Payment of a fine under this section shall not excuse or discharge any continuation or repeated occurrence of the code violation.
6. Hearing Request.
- a. Hearing Request. A person who receives an administrative citation may contest the citation on the basis that there was no violation of the code or that he or she is not the responsible party. To contest the citation, the person shall submit a request for hearing form to the city within 30 days from the date of the administrative citation. Directions on how to obtain the request form will be provided on the administrative citation. The completed request must be submitted together with an advance deposit of the fine.
 - b. Notice of Hearing. The person requesting the hearing shall be notified of the time and place set for the hearing at least 10 days before the date of the hearing.
 - c. Additional Reports. If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be provided to the person requesting the hearing at least five days before the date of the hearing.

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7. Hearing Officer. Pursuant to RCMC 16.18.204, a hearing officer will be assigned the responsibility of conducting a hearing by the city manager. The city manager shall be authorized to assign hearing responsibilities from time to time to any person or persons, qualified by training or experience, whom the city manager may appoint, employ or who are retained by contract to conduct such hearings.

8. Hearing Procedure.

a. Setting the Hearing. A hearing before the hearing officer shall be set for a date that is not less than 15 days nor more than 60 days from the date that the request for hearing is filed. The person requesting the hearing shall be notified of the time and place set for the hearing as soon as it is set, and at least 10 days before the hearing. If the enforcement officer submits a written report concerning the citation to the hearing officer for consideration at the hearing, then a copy of the report shall be served on the person requesting the hearing at least five days before the hearing. No hearing shall be held unless the fine has been deposited in advance, under subsection (F)(6)(a) of this section.

b. Failure to Appear. The failure of the person requesting the hearing to appear at the hearing shall constitute a forfeiture of the fine and a failure to exhaust his or her administrative remedies.

c. At the Hearing. The administrative citation and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents. At the hearing, the party contesting the citation shall be given the opportunity to testify and to present evidence concerning the citation.

d. Continuances. The hearing officer may continue the hearing and may request additional information from the enforcement officer or the person receiving the citation before issuing the decision.

9. Hearing Officer's Decision.

a. Decision. After considering the testimony and evidence presented at the hearing, the hearing officer shall issue a written decision to uphold, dismiss or modify the administrative citation. The hearing officer shall state the reasons for the decision and shall send a copy of the decision to the person that requested the hearing and to the enforcement officer. The decision of the hearing officer is final, and may not be appealed.

b. Status of Fine. If the citation is upheld, then the fine amount on deposit with the city shall be retained by the city.

If the citation is dismissed, the city shall promptly refund the amount of any fine deposited, together with interest at the average rate earned on the city's portfolio for the period of time that the fine was held by the city.

10. Late Payment Charges. A person who fails to pay to the city the fine imposed under this section on or before the date that fine is due is also liable for the payment of the applicable late payment charges set forth in subsection (F)(6)(b) of this section.

11. Recovery of Administrative Citation Fines and Costs.

a. Costs of Securing Payment. A person who fails to pay any fine or other charges owed to the city under this section is liable in any action brought by the city for all costs incurred in securing payment of the delinquent amount, including but not limited to administrative costs and attorneys' fees. Such collection costs are in addition to any fines, interest, and late charges.

b. Other Costs. In addition to the administrative citation fine, the city may collect its administrative costs, interest, late payment charges, costs of compliance reinspections, and collection costs.

c. Collection. The city may collect any past due administrative citation fine and other costs and charges by any available legal means, including without limitation placing a lien on the property.

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12. Right to Judicial Review. A person aggrieved by the hearing officer's decision on an administrative citation may obtain review of the decision by filing a lawsuit with the superior court in Sacramento County within 20 days after service of the final decision in accordance with the timelines and provisions set forth in Section 53069.4 of the California Government Code.

13. Notices.

a. Method of Service. The administrative citation and all notices required to be given by this section shall be served on the responsible party either by personal service, by first class mail, or by certified mail, return receipt requested.

b. Real Property. When real property is involved in the violation, the original notice, the administrative citation and all notices required to be given by this section shall be served on the responsible party and, if different, to the property owner at the address as shown on the last equalized county assessment roll. If personal service or service by mail on the property owner is unsuccessful, a copy of each notice and the citation shall be conspicuously posted at the property which is the subject of the violation. The city may, in its discretion, also serve notice on a tenant, a mortgagor or any other person having an interest in the property.

c. Failure to Receive Notice. The failure of a person to receive a required notice shall not affect the validity of any proceedings taken under this section.

G. Attorneys' Fees. Pursuant to Section 38773.5 of the Government Code, attorneys' fees may be recovered by the prevailing party. However, in no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceedings.

H. In addition to the penalties provided for in this section, any condition caused or permitted to exist in violation of any of the provisions of any of the ordinances of the city is hereby declared to be a public nuisance and may, by the city, be abated as provided for in this code. [Ord. 43-2013 § 7; Ord. 60-2006 § 1; Ord. 54-2006 § 1; Ord. 50-2004 § 2; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

Article V. Abatement Generally

16.18.503 Notice.

A. The enforcement official shall issue a notice directed to the owner of record of the premises. The notice shall contain:

1. The street address and such other description as is required to identify the premises.
2. A statement specifying the conditions which constitute the nuisance.
3. A request that the nuisance be corrected by a date certain, which shall be a reasonable time in the judgment of the enforcement official, based upon the circumstances of the particular violation, the period of time the nuisance has existed, and the potential threat to public health and safety created by the violation. If the violation pertains to building, electrical, or other similar structural or zoning issues where the violation does not create an immediate threat to health or safety, the responsible party shall be provided not less than 10 calendar days in which to correct, abate, or otherwise remedy the violation.
4. A statement that the failure to correct or abate the nuisance may result in the nuisance being removed under authority of the city and the costs of such removal and abatement made a legal charge against the owner or owners of the property, a lien or special assessment on the property and subject to collection with property taxes in accordance with this chapter.
5. One of the following:

a. A statement referencing the right to appeal the enforcement official's determination. Such statement shall provide instruction on how to request an appeal hearing, a time frame for requesting an appeal hearing, and a statement that the failure to file a timely and proper appeal shall constitute a failure to exhaust administrative remedies and preclude judicial review. The time frame for requesting an appeal shall be consistent with the date set forth by the enforcement official for correcting the violation and in no event shall the time for requesting an appeal hearing be more than 15 days from the date the notice was issued unless in the judgment of the enforcement official an extension is warranted based upon the particular circumstances of the case. If requested, a hearing shall be set no less than 10 calendar days after the request is received. Enforcement of a notice shall be stayed during the pendency of an appeal therefrom which is properly and timely filed; or

b. Order to Show Cause. In the event the owner fails, neglects or refuses to comply with any notice under this Chapter, the enforcement officer may serve an "Order to Show Cause" to show cause why the premises should not be declared a public nuisance and the same abated in accordance with this code. The order shall advise the owner that he has the option of voluntarily abating the nuisance prior to the date set for hearing. If the owner chooses voluntary abatement, such abatement must be completed prior to the hearing date. The owner must advise the enforcement official in writing that he will abate the nuisance, and the date of completion. The enforcement official will inspect the premises on the completion date, and if the nuisance has been abated, the hearing will be taken off the calendar. The owner may request a continuance of the hearing pursuant to RCMC 16.18.506. The Order to Show Cause shall be served and posted, and an affidavit filed with the City Clerk, in the manner specified in this Section.

The Order to Show Cause shall be on a form provided by the Neighborhood Services Manager or his or her designee.

Any hearing conducted pursuant to an Order to Show Cause, shall be set for a date not less than fifteen (15) days nor more than sixty (60) days from the date that the Order to Show Cause is filed in accordance with the provisions of this Chapter, unless the enforcement officer determines that the matter is urgent or that good cause exists for an extension of time, in which case the date for such hearing may be shortened or extended as warranted by the circumstances.

If the enforcement officer issues an Order to Show Cause, a copy of the Order to Show Cause shall be served on the violator in the manner described in Section 16.18.513. Where real property is involved, if the violator is not the owner of the property, a copy of the Order to Show Cause shall also be served on the property owner at the address, as it appears on the last county assessment roll available on the date the Order to Show Cause is prepared. Every Order to Show Cause shall contain the date, time, and place at which the hearing shall be conducted.

Failure of the owner or responsible party to appear at the hearing on the Order to Show Cause after notice has been served shall be deemed a waiver of the right to a hearing and an admission by such owner or responsible party of the existence of the nuisance conditions as specified. In the event of an unexcused failure to appear, the hearing officer may issue an Administrative Order as specified in this Section.

Upon the conclusion of the hearing on the Order to Show Cause, the hearing officer shall determine whether the activity or the premises, or any part thereof, as maintained, constitutes a public nuisance. If the hearing officer finds that a public nuisance does not exist, he or she shall dismiss the proceedings. If the hearing officer finds that a public nuisance does exist and that there is sufficient cause to order the abatement of the public nuisance, the hearing officer shall issue an Administrative Order, which shall contain findings of fact and shall direct and order the public nuisance abated within the time, and in the manner set forth in the Administrative Order. The Order to Show Cause hearing shall be conducted by a hearing officer as provided by Article V of this Chapter. Notwithstanding anything in this Chapter to the contrary, there shall be no right to appeal such Administrative Order.

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6. A statement advising the owner that he may be responsible for all costs incurred by the city for any abatement activities, including hearings.

7. A statement advising the owner that, pursuant to Section 38773.5 of the Government Code, the city intends to seek recovery of attorneys' fees incurred in any abatement activity, and that attorneys' fees may be recovered by the prevailing party.

B. The notice, and any amended or supplemental notice, shall be served either by personal delivery or by mailing a copy by certified mail, postage prepaid, return receipt requested, upon the owner of record or his/her/their address as it appears on the latest equalized assessment roll of Sacramento County, or as known to the enforcement official; a copy of the notice shall also be posted on the premises. The failure of any person to receive a notice of violation that was sent via certified mail shall not affect the validity of any enforcement proceedings under this code.

C. Proof of service of the hearing notice shall be certified by written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made.

D. The failure of a notice to satisfy all of the requirements of this provision shall not affect the validity of any other enforcement proceedings under this code. [Ord. 50-2004 § 6; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

Chapter 17.12

Weed Control

17.12.020 Definitions.

As used in this chapter:

"Accumulation of weeds" includes, but is not limited to, permitting or allowing the growth of weeds.

"Garbage" includes, but is not limited to, the following: waste resulting from the handling of edible foodstuffs or resulting from decay, and solid or semisolid putrescible waste, and all other mixed, nonrecyclable wastes which are generated in the day-to-day operation of any business, residential, governmental, public or private activity, and may include tin cans, bottles and paper or plastic, or other synthetic material, food or beverage containers.

"Refuse" includes rubbish and garbage, as defined herein.

"Rubbish" includes all the following, but is not restricted to, nonputrescible wastes, such as paper, cardboard, grass clippings, tree or shrub trimmings, wood, bedding, crockery, rubber tires, construction waste and similar waste materials.

"Weeds," as used in this chapter, includes any of the following:

1. Weeds which bear seeds of a downy or wingy nature;
2. Sagebrush, chaparral, and any other brush or weeds which attain such hard growth as to become, when dry, a fire menace to adjacent improved property;
3. Weeds and grasses which are otherwise noxious;
4. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health;

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5. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard. [Ord. 40-2013 § 1; Ord. 46-2004 § 1; Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4].

6. Weeds and grasses exceeding eight inches in height.

Article 3. Zoning Districts, Allowable Uses, and General Development Standards

Chapter 23.313

Mixed-Use Zoning Districts

23.313.030 Allowed land uses and permit requirements.

Table 23.313-1 identifies allowed uses and corresponding permit requirements for the mixed-use districts subject to compliance with Chapter 23.304 RCMC (Land Use Classification) and all other provisions of this title.

Descriptions/definitions of the land uses can be found in Article 11 of this title (Definitions). The specific use regulations column in the table identifies the specific chapter or section where additional regulations for that use type are located within this title.

Use regulations in the table are shown with a representative symbol by use classification listing: “P” symbolizes uses allowed by right, “AUP” symbolizes uses that require approval of an administrative use permit, “C” symbolizes uses that require approval of a conditional use permit, and “N” symbolizes uses that are not permitted.

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Residential Uses									
Adult Day Care Home	P	N	N	N	N	N	N	N	
Caretaker Housing	P	P	P	P	P	P	P	P	RCMC 23.901.020
Dwelling, Multifamily	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Accessory Unit	P	N	N	N	N	N	N	N	RCMC 23.901.060
Dwelling, Single-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Two-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Emergency Shelter	C	C	C	C	N	N	N	N	
Family Day Care Home, Small	P	N	N	N	N	N	N	N	
Family Day Care Home, Large ¹⁷	P	N	N	N	N	N	N	N	RCMC 23.901.080
Group Residential	AUP	N	N	N	N	N	N	N	
Home Occupations	P	P	P	N	N	P	P	P	RCMC 23.901.030
Live-Work Facility	P ¹	P ¹	P ¹	N	N	P ¹	P ¹	P ¹	RCMC 23.901.040

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Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
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
Utility, Transportation, and Communication Use Listings									
Broadcasting and Recording Studios	N	P	P	P	P	N	N	N	

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Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
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	
Bail Bonds	N	C	N	N	N	N	N	N	
Banks and Financial Services	P ²	P	P	P	P	P	P	P	
Bars and Nightclubs ²³	C ³	C ³	C ^{2, 3}	C ^{2, 3}	C ^{2, 3}	C ³	C ³	C ³	
Bed and Breakfast Inns	P	P	N	N	N	N	N	N	
Brew Pub ²³	N	P	P ²	P ²	P ²	P	P	P	
Building Materials Stores and Yards	N	P ⁴	N	C ⁴	N	N	C ⁴	C ⁴	
Business Support Services	AUP ^{2, 4, 5}	P	P	P	AUP	P ⁵	P	P	
Call Centers	N	N	P	P	AUP	N	N	N	
Commercial Marijuana Uses	N	N	N	N	N	N	N	N	
Child Day Care Facility	P	AUP	AUP ²	AUP ²	AUP ²	P	C	C	
Consignment Store	N	P	N	N	N	N	AUP	N	
Convenience Stores	AUP ^{2, 26}	AUP ²⁶	AUP ^{2, 26}	AUP ^{2, 26}	AUP ^{2, 26}	AUP ²⁶	AUP ²⁶	AUP ²⁶	RCMC 23.910.020
Drive-In and Drive-Through Sales and Service	N	C ^{20, 21}	N	N	C ^{6, 20, 21}	C ^{20, 21}	C ^{20, 21}	C ^{20, 21}	RCMC 23.910.030

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Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Equipment Sales and Rental	N	N	N	P	P	N	N	N	
Furniture, Furnishings, and Appliance Stores	N	P	N	N	N	N	C	P	
Garden Center/Plant Nursery	N	P	N	AUP	N	N	C	C	
Grocery Stores/Supermarkets	AUP ²	P	P ²	AUP ²	N	AUP ⁸	P	P	
Home Improvement Supplies	N	P ⁹	N	P	P	N	P ⁹	P ⁹	
Hotels and Motels ^{32, 33}	C ²	P	P	C	N	C	P	P	
Hotels and Motels, Extended Stay ^{32, 33}	C ²	C	C	C	N	C	C	C	
Kennels, Commercial	C ^{2, 4}	N	N	N	AUP ⁴	N	N	N	
Maintenance and Repair, Small Equipment	N	P	N	P	P	AUP	P	P	
Medical Services, General	AUP ²	P	P	P	P	P	P	P	
Medical Services, Extended Care	P	C	C	C	N	N	N	N	
Medical Services, Hospitals	N	P	P	P	P	P	P	P	
Mortuaries and Funeral Homes ¹⁵	N	P	N	N	P ¹⁵	N	N	N	
Neighborhood Market	P ²	P	P ²	AUP ²	N	P	P	P	
Offices, Business and Professional	P ²	P ²	P	P	N	P ²	P ²	P ²	
Offices, Accessory	P	P	P	P	P	P	P	P	
Personal Services	P ^{2, 5}	P	P ²	P ²	P ²	P	P	P	
Residential Care Facility	AUP	C	C	N	N	N	N	N	
Restaurants	P ²	P	P ²	P ²	P ²	P	P	P	
Retail, Accessory	P ²	P	P ⁶	P ⁶	P ⁶	P	P	P	
Retail, General	P ^{2, 11}	P	N	N	N	P	P	P	
Retail, Warehouse Club	N	P	N	N	N	N	C	P	
Smokers' Lounge, Hookah Bar, E-Cigarette Lounge, and Vapor Lounge	N	N	N	N	N	N	N	N	RCMC 23.919.100
Tasting Room, Off-Site ²³	N	P	P ²	P ²	P ²	P	P	P	
Veterinary Facility	AUP ²	P	N	AUP	AUP	AUP	P	P	
Automobile and Vehicle Uses									
Auto and Vehicle Sales and Rental	N	P ¹⁹	N	N	P ¹⁹	N	N	N	RCMC 23.913.040
Auto and Vehicle Sales, Wholesale	N	N	N	C	P	N	N	N	
Auto and Vehicle Storage	N	N	N	C ¹²	P ¹²	N	N	N	
Auto Parts Sales	N	P ^{11, 12}	N	N	P ^{11, 12}	N	N	N	

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Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
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
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060

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Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Smoke Shops	N	P	N	N	C	N	N	N	RCMC 23.919.070
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	AUP	AUP	N	N	N	RCMC 23.919.090

Notes:

1. See the density restrictions in the underlying zoning district.
 2. This use is permitted or permitted with a use permit as specified only in conjunction with the predominant use of the mixed-use district. In other words, this use is only allowed as part of an integrated development and not as a standalone use. Other uses in the table are allowed as standalone uses.
 3. All forms of speaker amplification exterior to the building shall be prohibited unless authorized in combination with project approval or amendment thereto.
 4. All activities shall occur within a completely enclosed building or shall be located behind a solid/screened enclosure directly adjacent to the building.
 5. Maximum gross floor area is less than 5,000 square feet.
 6. Limited to a maximum of 25 percent of the gross floor area of the integrated development.
 7. Maximum tenant space shall be 25,000 square feet.
 8. Maximum tenant space shall be 50,000 square feet.
 9. Uses 25,000 square feet and over require a conditional use permit.
 10. Limited to less than 50 percent of the gross floor area of the integrated development.
 11. Maximum tenant space shall be 15,000 square feet.
 12. All activity and storage must be located within an enclosed structure.
 13. No portion of the use shall be located within 500 feet of an intersection.
 14. All activity must be entirely screened from public view and not within 500 feet of a residential use. The 500-foot separation from residential uses may be waived if the storage yard adheres to the standards in RCMC 23.728.030(C)(1).
 15. A crematory is prohibited in all zones with the exception of LIBP, where it is permitted in association with a mortuary or funeral home.
 16. Only establishments that sell alcoholic beverages for off-site consumption require a conditional use permit.
 17. See additional provisions in RCMC 23.901.080, Family day care (large).
 18. See additional provisions in RCMC 23.901.090, Residential care home (large).
 19. This use is not permitted if incidental to and not a primary part of the operation of the primary use. Rentals that are an integral part of a primary use are subject to the additional provisions of RCMC 23.913.040.
 20. Drive-throughs that are added to existing buildings may be processed with an AUP.
 21. Conditional use permit required if any portion of proposed facility is within 500 feet of a residential zoning district or existing residential use.
 22. All commercial activity, display and storage shall occur within a building or within a screen enclosure. A temporary use permit, administrative use permit, or conditional use permit may be obtained to deviate from this requirement.
 23. Uses which serve alcohol for on-site consumption and which have an “on-sale” license from the California Department of Alcoholic Beverage Control must be located at least 250 feet from any adult live theater at which live nude dancing is performed and which is subject to Section 143.3 of the California Code of Regulations.
 24. Private community gardens and market gardens are allowed in the city’s mixed-use districts up to a maximum three acres in size and pursuant to applicable regulations in RCMC 23.904.030. Approval of an administrative use permit is required for said uses greater than three acres in size.
 25. On-site urban agriculture stands are allowed up to 120 square feet, on the site of an urban agricultural use consistent with applicable regulations in RCMC 23.904.030.
 26. See RCMC 23.910.020 (Convenience stores).
 27. See Chapter 23.915 RCMC (Storage, Personal Storage Facility Development Standards).
 28. Massage parlors and massage establishments must be located at least 1,000 feet from other massage parlors and massage establishments, as measured from the entrance of each establishment. This shall not apply to any home occupation massage business that is in full compliance with home occupation requirements in Chapter 23.901 RCMC.
 29. Over 20,000 square feet requires an administrative use permit.
 30. Bingo games and parlors are regulated by Chapter 4.26 RCMC. The city has a limit of no more than two bingo parlors in the city limits at any given time.
 31. Dormitories on any parcel that is part of a contiguous campus are permitted as an accessory use to a public or private school.
 32. On-site consumption of food is considered a permitted use if the related primary use is a permitted use.
 33. On-site consumption of alcohol, as an accessory use to a permitted use, requires approval of an administrative use permit.
- [Ord. 1-2022 § 3 (Exh. A); Ord. 11-2021 § 3 (Exh. A); Ord. 1-2021 § 3 (Exh. A); Ord. 1-2020 § 3 (Exh. A); Ord. 5-2019 § 3 (Exh. A); Ord. 3-2019 § 5 (Exh. A); Ord. 17-2018 § 4 (Exh. A); Ord. 15-2018 § 4 (Exh. A); Ord. 4-2018 § 3 (Exh. A); Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 1-2016 § 4; Ord. 15-2015 §§ 2, 3; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

Chapter 23.325**OVERLAY ZONING DISTRICTS****Sections:**

- 23.325.010 Purpose.
- 23.325.020 Convention (CO) overlay zoning district.
- 23.325.030 Transit oriented development (TOD) overlay zoning district.
- 23.325.040 Flood (F) overlay zoning district.
- 23.325.050 Planned development (PD) overlay zoning district.
- 23.325.060 Planned development – County/city initiated (PDC) overlay zoning district.
- 23.325.070 Parkway corridor (PC) overlay zoning district.
- 23.325.080 Surface mining (SM) overlay zoning district.

Article 11. Definitions**Chapter 23.1104****General Definitions**

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 California Labor Code Section 1140.4(b). “Agricultural employee” also means farm worker, farmworker, or farm laborer.

“Agricultural employer” means an employer engaged in agricultural operations who employs employees, as defined in California Labor Code Section 1140.4(c).

“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.

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“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 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.

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“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.”

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“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. A tasting room is permissible as part of the onsite manufacturing of alcoholic beverages for the brewery, winery or distillery that has been licensed by Alcoholic Beverage Control. Tasting rooms must comply with retail hours of operation from 10:00 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

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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 3,500 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” mean 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,

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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.

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“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.”

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“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, or 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.”

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“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 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.

“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.

“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 3,500 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).

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“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.

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“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, which may include a convenience store and/or self service car wash. Vehicle services which are incidental to fuel and car wash services are included under “Vehicle services – minor.”

“Sexually oriented business” 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

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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

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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.

“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.

“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.

“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

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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. 1-2022 § 3 (Exh. A); Ord. 8-2021 § 3 (Exh. A); Ord. 1-2021 § 3 (Exh. A); 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].

Folsom Boulevard Specific Plan Amendments

Chapter 2
Land Use Plan and Allowed Uses

Permitted use provisions are symbolized in Tables 2-1 and 2-2 as follows:

- P = land use permitted by right
- A = land use permitted with approval of and Administrative Use Permit
- C = land use permitted with approval of a Conditional Use Permit
- N = land use not permitted

Table 2-1 Use Table for Medium and High Density Residential Classifications

Land Use Classifications	FBSP Land Use Designations	
	FB-MDR	FB-HDR
Residential Use Listings		
Child Day Care Facility	C	C
Caretaker Housing	N	P
Day Care Home (Adult Day Care, Family Day Care (Small), and Residential Care)	P	P
Dwelling, Multifamily	P ¹	P ¹
Dwelling, Second Unit	P ²	N
Dwelling, Single-Family	P ¹	A ¹
Dwelling, Two-Family	P ¹	A ¹
Family Day Care Home, Large	C	C
Home Occupation	P	P
Live-Work Facility	P ¹	P ¹
Community Service Use Listings		
Club, Lodge, Private Meeting Hall	A	N
Community Center	A	N
Community Garden	A	N
Library, Museum	P	N

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Land Use Classifications	FBSP Land Use Designations	
	FB-MDR	FB-HDR
Park, Public Plaza	P	P
Public Safety Facility	P	P
Religious Institution	P	N
School – Public	P	P
School – Private, Special/Studio	P	N
Utility, Transportation, and Communication Use Listings		
Telecommunications Facility	A ³	A ³
Utility Facility or Infrastructure	A ⁴	A ⁴
Retail, Service, and Office Listings		
Bed and Breakfast	A	A
Medical Services – Extended Care	C	N

Notes:

1. For allowed density range, see development standards listed in Chapters 4 (Development Standards) and 5 (Opportunity Sites).
2. Second dwelling units shall be consistent with development standards listed in the City's Zoning Code.
3. Subject to the provisions of the Telecommunications Facility section of the City's Zoning Code (23.907.020).
4. Subject to the provisions of the Utility, Facilities, and Infrastructure section of the City's Zoning Code (23.907.030).

Table 2-2 Use Table for Mixed Use Classifications

Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Residential Use Listings			
Child Day Care Facility	P	C	C
Caretaker Housing	P	P	P
Day Care Home (Adult Day Care, Family Day Care (Small), and Residential Care)	P	N	N
Dwelling, Multifamily	P ¹	P ¹	N
Emergency Shelter	P	N	P
Family Day Care Home, Large	C	N	N
Live-Work Facility	P ¹	P ¹	P

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Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Community Service Use Listings			
Club, Lodge, Private Meeting Hall	P ²	P	P
Community Center	P	P	A
Community Garden	P	A	A
Indoor Amusement/Entertainment	C ²	P	P
Indoor Fitness and Sports Facility	C ²	P	A
Library, Museum	P ²	P	P
Outdoor Commercial Recreation	A	A	P
Park, Public Plaza	P ²	P	A
Public Safety Facility	P ²	P	P
Religious Institution	P ²	P	P
School – Public	P ²	P	P
School – Private, Special/Studio	P ²	P	P
Theatre, Auditorium	C ²	P	P
Utility, Transportation, and Communication Use Listings			
Heliport	N	C	C
Park-and-Ride Facility	N	P	P
Telecommunications Facility	A ^{2, 3}	A ³	P ³
Transit Station or Terminal	N	P	P
Utility Facility or Infrastructure	A ^{2, 4,}	A ⁴	A ⁴
Retail, Service, and Office Listings			
Alcoholic Beverage Sales	N	C	C
Artisan Shop	A	P	P
Artisanal and Specialty Manufacture, Display and Sales	N	P	P
Art, Antique, Collectable	A	P	P
Bail Bonds	N	N	N
Bank, Financial Services	P ²	P	P
Bar, Nightclub	C ^{6, 2}	C ⁵	C ⁵
Bed and Breakfast	P ²	N	N
Brewery, Winery, Distillery	N	C	C

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Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Brew Pub	N	P	A
Building Material Store and Yard	N	P ⁶	A ⁷
Business Support Services	A ^{7, 8, 2}	P	P
Drive-In/Drive-Through Sales/Services	N	C	C
Event and Office Equipment Sales and Rental	N	P ⁷	P ⁷
Grocery store/supermarket	N	P	A
Home Improvement Supplies	A ²	A ²	P ⁹
Hotel/Motel	C ²	P	C
Kennel	N	C	A
Medical Services – Extended Care	P ²	C	C
Medical Services – General	P ²	P	P
Medical Services – Hospital	P ²	P	P
Neighborhood market	A ²	P	C
Office – Business and Professional	A ^{2,}	P	P
Office – Accessory	P ²	P	P
Personal Services	P ^{2, 8}	P	P
Restaurant	A ²	P	A ²
Retail – Accessory	A ²	P	P
Retail – General	A ^{2, 9}	P	P
Tasting Room, Off-site	N	P	P
Veterinary Facility	N	P	P
Automotive and Vehicle Use Listings			
Auto Parts Sales	N	P ⁹	N
Auto/Vehicle Retail Sales/Rental	N	C	N
Car Wash and Detailing	N	C ¹⁰	N
Service Station	N	C	N
Vehicle Services – Minor	N	C ¹⁰	A
Industrial, Manufacturing, and Processing Use Listings			
Manufacturing – Minor	N	P	P
Manufacturing – Small-Scale	N	P	P

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Land Use Classifications	FBSP Land Use Designations		
	FB-RMU	FB-CMU	FB-OIMU
Printing and Publishing	N	C	P ¹⁰
Research and Development	N	P	P
Storage, Personal	N	N	C
Storage, Warehouse	N	P	P
Wholesaling and distribution	N	A	P
Special Regulated Uses			
Bingo Parlor	N	N	P
Card Room	N	N	N
Check Cashing Business	N	N	N
Massage Parlor	N	N	N
Pawnshop	N	N	N
Recycling Facility, Collection Facility	N	N	C
Sexually Oriented Business	N	N	N
Smoke Shop	N	N	N
Tattoo Parlor	N	N	N
Thrift Store	N	N	N

Notes:

1. See the density allowance in the development standards for the corresponding land use designation as listed in Chapters 4 (Development Standards) and 5 (Opportunity Sites).
2. Limited to less than 50 percent of the gross floor area of the integrated development as a secondary use only. See exception for vertical mixed use in the FB-CMU as outlined in Chapter 5 (Development Standards).
3. Subject to the provisions of the Telecommunications Facility section of the City's Zoning Code (23.907.020).
4. Subject to the provisions of the Utility, Facilities, and Infrastructure section of the City's Zoning Code (23.907.030).
5. In an effort to add retail vibrancy, formalize display opportunities, and create a free flow of sales interaction along Folsom Boulevard, the minimum amount of interior sales and display space shall be 25% located to maximize public accessibility.
6. All forms of speaker amplification exterior to the building shall be prohibited unless authorized in project approval.
7. All activities shall occur within a completely enclosed building or screened from view behind a fence or wall.
8. Maximum gross floor area is less than 5,000 square feet.
9. All activity and storage must be located within an enclosed structure.
10. No portion of the use shall be located within 500 feet of an intersection within the FB-CMU district.
11. Bingo Parlors are regulated by RCMC Chapter 4.28. The City has a limit of no more than two (2) Bingo Parlors in the City limits at any given time.

A. Use Classifications

The permitted land uses districts are unique to this Specific Plan. Where there are conflicts with existing definitions in the City's Zoning Code, the use classifications of this Specific Plan will prevail. The listing of use classifications below is organized alphabetically.

Alcoholic Beverage Sales. The retail sale of beer, wine, and/or other alcoholic beverages for consumption off-premises. On-premises consumption is not included in this definition and is considered accessory to the primary use.

Artisan Shop. A retail store selling art glass, ceramics, jewelry, and other handcrafted items and supplies needed to create finished items, where the facility includes an area for the crafting of the items being sold.

Artisanal and Specialty Manufacture, Display and Sales. The manufacture, display and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other applicable state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL).

Art, Antique, Collectable. Retail sales uses including antique shops, art galleries, curio, gift, and souvenir shops, and the sales of collectable items including sports cards and comic books. Stores selling handcrafted items that are produced on the site are defined separately as "Artisan Shops."

Auto and Vehicle Retail Sales and Rental. Retail establishments selling and/or renting automobiles, trucks, and vans. This use listing includes the sales and rental of mobile homes, recreation vehicles, and boats. May also include repair shops and the sales of parts and accessories, incidental to vehicle dealerships. It does not include the sale of auto parts/accessories separate from a vehicle dealership (see "Auto Parts Sales"), bicycle and moped sales (see "Retail – General"), tire recapping establishments (see "Vehicle Services – Major"), businesses dealing exclusively in used parts, (see "Recycling Facility– Scrap and Dismantling"), or "Service Stations," which are separately defined.

Auto and Vehicle Sales, Wholesale. Wholesale establishments selling new and used vehicles and used vehicle parts.

Auto and Vehicle Storage. Facilities for the storage of operative and inoperative vehicles for limited periods of time. Includes but is not limited to storage of parking tow-aways, impound yards, and storage lots for automobiles, trucks, buses, and recreation vehicles. Does not include vehicle dismantling or retail sales.

Auto Parts Sales. Stores selling new and used automobile parts, tires, and accessories. May also include minor parts installation (see "Vehicle Services"). Does not include tire recapping establishments, which are found under "Vehicle Services – Major" or businesses dealing exclusively in used parts, which are included under "Recycling Facility – Scrap and Dismantling."

Banks and Financial Services. Financial institutions such as banks and trust companies, credit agencies, holding (but not primarily operating) companies, lending and thrift institutions, and investment companies. Also includes automated teller machines (ATM) that are attached or stand-alone.

Bars and Nightclubs. Any bar, cocktail lounge, discotheque, or similar establishment, which may also provide live entertainment (e.g., music and/or dancing, comedy) in conjunction with alcoholic beverage sales. These facilities do not include bars that are part of a larger restaurant. Includes bars, taverns, pubs, and similar establishments where any food service is subordinate to the sale of alcoholic beverages. Bars and nightclubs may include outdoor food and beverage areas.

Bed and Breakfast. A residential structure with one family in permanent residence with up to five bedrooms rented for overnight lodging, where meals may be provided subject to applicable Health Department regulations. A bed and breakfast inn with more than five guest rooms is considered a hotel or motel and is included under the definition of "Hotels/Motels."

Brewery, Winery, Distillery. A facility where specific alcoholic beverages are manufactured. A tasting room is permissible as part of the onsite manufacturing of alcoholic beverages for the brewery, winery or distillery that has been licensed by Alcoholic Beverage Control. Tasting rooms must comply with retail hours of operation from 10:00 AM to 10:00 PM. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control (ABC). All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with ABC licensure. Prior to occupancy, all craft breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits.

Brew Pub. An establishment that produces ales, beers, meads, hard ciders, and/or similar beverages to serve on-site. Sale of beverages for off-site consumption is also permitted in keeping with the regulations of the Alcoholic Beverage Control. Service of brewed beverages must be in conjunction with the service of food. Manufacturing activities shall occur entirely within an enclosed building or outdoor work area screened from public view and be separated from the restaurant portion of the facility by applicable Building Codes. All beverage tasting shall occur within the restaurant portion of the facility. Brew pubs may not produce more than 5,000 barrels of beverage (all types of beverage combined) annually. May also include the wholesale distribution of beverages for off-site consumption.

Building Materials Stores and Yards. Retail establishments selling lumber and other large building materials, where most display and sales occur indoors. Includes stores selling to the general public, even if contractor sales account for a major proportion of total sales. Includes

incidental retail ready-mix concrete operations, except where excluded by a specific zoning district. Establishments primarily selling electrical, plumbing, heating, and air conditioning equipment and supplies are classified in "Warehousing and Distribution." Hardware stores are listed in the definition of "Retail – General," even if they sell some building materials. Also see "Home Improvement Supplies" for smaller specialty stores.

Business Support Services. Establishments primarily within buildings, providing other businesses with services such as maintenance, repair and service, testing, rental, etc. Other support services include but are not limited to equipment repair services (except vehicle repair, see "Vehicle Services – Major"), commercial art and design (production), computer-related services (rental, repair), copying, quick printing, and blueprinting services (other than those defined as "Printing and Publishing"), equipment rental businesses within buildings (a rental yard is a "Storage Yard"), film processing laboratories, heavy equipment repair services where repair occurs on the client site, janitorial services, mail advertising services (reproduction and shipping), mailbox services, other "heavy service" business services, outdoor advertising services, and photocopying and photofinishing.

Card Room. Gambling establishments that offer card games for play by the public.

Caretaker Housing. A residence that is accessory to a nonresidential primary use of the site, where needed for security, 24-hour care or supervision, or monitoring of facilities, equipment, or other conditions on the site.

Car Wash and Detailing. Permanent, drive-through, self-service, and/or attended car washing establishments, including fully mechanized facilities. May include detailing services. Temporary car washes are typically fundraising activities generally conducted at a service station or other automotive-related business, where volunteers wash vehicles by hand, and the duration of the event is limited to one day, and are not part of this use classification.

Check Cashing Business. An establishment that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving a similar purpose. Also includes establishments primarily engaged in cashing payroll or personal checks for a fee or advancing funds on future checks. This classification does not include a state or federally chartered bank, savings association, credit union or similar financial institution (see "Banks and financial services").

Child Day Care Facility. A State-licensed facility which provides nonmedical, care, protection, and supervision to more than 14 children under 18 years of age on a less than 24-hour basis. Commercial or nonprofit child day care facilities include infant centers, preschools, sick-child centers, and school-age day care facilities. These may be operated in conjunction with a school or church facility or as an independent land use. Also see "Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care)."

Clubs, Lodges, and Private Meeting Halls. Permanent meeting facilities for organizations operating on a membership basis for the promotion of the interests of the members (e.g.,

business associations, civic, social and fraternal organizations, labor unions and similar organizations, political organizations, professional membership organizations).

Community Center. Multipurpose meeting and recreational facility typically consisting of one or more meeting or multipurpose rooms, kitchen, and/or outdoor barbecue facilities that are available for use by various groups for such activities as meetings, parties, receptions, dances, etc.

Community Garden. A privately or publicly owned vacant parcel of land used by the community or a neighborhood for the growing of fruits, vegetables, and culinary herbs for personal consumption and/or to be offered for sale on site or at a local Certified Farmers Market.

Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care). This classification includes Adult Day Care, Family Day Care – Small, and Residential Care Home as defined by the State. Generally, these homes provides supervision and nonmedical care to six or fewer persons, in the provider's own home, on a less than 24-hour basis.

Drive-In and Drive-Through Sales and Services. Facilities where food or other products and services may be obtained by motorists without leaving their vehicles. These facilities include but are not limited to fast-food restaurants, drive-through coffee, dairy product, photo stores, drive-up bank teller windows, and dry cleaners. Does not include automatic teller machines (ATMs), automobile service stations, or car washes, which are separately defined.

Dwelling, Multifamily. A building designed and intended for occupancy by three or more families living independently of each other, each in a separate dwelling unit, which may be owned individually or by a single landlord (e.g., apartment, apartment house, townhouse, condominium).

Dwelling, Second Unit. An attached or detached dwelling unit which provides complete independent living facilities for one or more persons, with permanent provisions for living, sleeping, eating, cooking, and sanitation sited on the same parcel as the primary dwelling unit. This definition includes granny flats.

Dwelling, Single-Family. A building designed exclusively for occupancy by one family on one or more lots. This classification includes manufactured homes (defined in California Health and Safety Code Section 18007) and model homes for the first sale of homes within the subdivision.

Dwelling, Two-Family. An attached building (e.g., duplex) designed for occupancy by two families living independently of each other, where both dwellings are located on a single lot. This definition also includes halfplexes (two attached units, each with a separate lot). More than one two-family dwelling may be located on a single lot consistent with the density provisions of the General Plan. Does not include second dwelling units.

Emergency Shelter. Any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless.

Event and Office Equipment Sales and Rental. Service establishments which may offer a wide variety of materials and equipment for rental (e.g., event table and chairs, portable dance floors, office equipment).

Family Day Care Home – Large. A State-licensed facility that provides nonmedical care and supervision of minor children for periods of less than 24 hours within a single-family residence. The occupant of the residence provides care and supervision generally for 7 to 14 children. As described in the California Health and Safety Code, large day care homes may provide services for up to 16 children when specific conditions are met.

Fuel Storage and Distribution. A large-scale facility where fuel (such as propane and gasoline) is stored and distributed without retail sales.

Grocery Store/supermarket. A retail business of more than 15,000 square feet in size where the majority of the floor area open to the public is occupied by food products packaged for preparation and consumption away from the site of the store. These full-service businesses do not typically have limited hours of operation. See separate listing for “Neighborhood Market”.

Heliport. A designated, marked area on the ground or on the top of a structure where helicopters may land at any time.

Home Improvement Supplies. Establishments (retail or wholesale) that sell kitchen, bath, furnishings, carpeting, and other home-oriented supplies. Other retail uses are permitted if accessory to the primary use. These uses may include an expansive showroom. This category does not include the sale of lumber and does not permit the outdoor display of merchandise. This use classification is a subcategory of the larger Building Materials Stores and Yards use classification and may be combined with or separate from such uses.

Home Occupation. The conduct of business within a dwelling unit or residential site, employing occupants of the dwelling, with the business activity being subordinate to the residential use of the property.

Hotels/Motels. Facilities with guest rooms or suites, provided with or without kitchen facilities, rented to the general public for transient lodging (less than 30 days). Hotels provide access to most guest rooms from an interior walkway, and typically include a variety of services in addition to lodging (e.g., restaurants, meeting facilities, personal services). Motels provide access to most guest rooms from an exterior walkway. Also includes accessory guest facilities such as swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, etc.

Indoor Amusement/Entertainment Facilities. Establishments providing indoor amusement and entertainment services for a fee or admission charge (e.g., dance halls and ballrooms, electronic game arcades). Four or more electronic games or coin-operated amusements in any establishment, or a premises where 50 percent or more of the floor area is occupied by amusement devices, are considered an electronic game arcade; three or less machines are considered accessory to the primary use of the site.

Indoor Fitness and Sports Facilities. Predominantly participant sports and health activities conducted entirely within an enclosed building. Typical uses include bowling alleys, billiard parlors, ice/roller skating rinks, indoor racquetball courts, indoor climbing facilities, soccer areas, athletic clubs, and health clubs. This use does not include special studios not a part of an athletic or health club (e.g., karate studio, dance studio, etc.). Also see "Schools – Private and Special/Studio."

Kennels. These facilities provide boarding of animals. May also include day-time boarding and activity for animals (e.g., "doggie day care").

Libraries, Museums, and Similar Facilities. Public or quasi-public facilities such as aquariums, arboretums, art exhibitions, botanical gardens, historic sites and exhibits, libraries, museums, and planetariums, which are generally noncommercial in nature.

Live-Work Facility. Rowhouse or conventional house with the first story or the front of the home available as a commercial space. The commercial space may be independently leased or used by an occupant of the residential unit. The building construction must meet the building and fire code based on the use type. The work space shall contain an active use and not be used exclusively for storage or warehousing. For example, the unit may include:

- First-floor storefront for retail or service business activity;
- Restaurant, café, or catering establishment with a complete kitchen and sanitary facilities;
- Minor fabrication activities (e.g., carpentry, light welding, print shop, artist studio); and
- Office space.

Manufacturing – Major. Manufacturing, fabrication, processing, and assembly of materials in a raw form. Uses in this category typically create greater than usual amounts of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on-site or on an adjacent site. Uses include but are not limited to batch plants, rendering plants, aggregate processing facilities, plastics and rubber products manufacturing. Also see "Manufacturing – Minor" and "Manufacturing – Small-Scale."

Manufacturing – Minor. Manufacturing, fabrication, processing, and assembly of materials from parts that are already in processed form and that, in their maintenance, assembly, manufacture, or plant operation, do not create excessive amounts of smoke, gas, odor, dust, sound, or other objectionable influences that might be obnoxious to persons conducting business on-site or on an adjacent site. Uses include but are not limited to furniture manufacturing and cabinet shops, laundry and dry cleaning plants, metal products fabrication, food and beverage manufacturing, etc. Also see "Manufacturing – Major" and "Manufacturing – Small-Scale."

Manufacturing – Small-Scale. Establishments manufacturing and/or assembling small products primarily by hand, including but not limited to jewelry, pottery, and other ceramics, as well as

small glass and metal art and craft products. Also see "Manufacturing – Major" and "Manufacturing – Minor."

Massage Parlor. An establishment where the primary service is to provide massages to customers. This does not include businesses where massage is a secondary use such as a beauty salon or chiropractor's office.

Medical Services – Extended Care. Residential facilities providing nursing and health-related care as a primary use with inpatient beds, including but not limited to board and care homes, convalescent and rest homes, extended care facilities, skilled nursing facilities. Long-term personal care facilities that do not emphasize medical treatment are included under "Day Care Home (Adult Day Care, Family Day Care – Small, and Residential Care)."

Medical Services – General. Facilities primarily engaged in furnishing outpatient medical, mental health, surgical, and other personal health services, but which are separate from hospitals (e.g., medical and dental laboratories, medical, dental and psychiatric offices, outpatient care facilities, allied health service). Counseling services by other than medical doctors or psychiatrists are included under "Offices – Business and Professional."

Medical Services – Hospitals. Hospitals and similar facilities engaged primarily in providing diagnostic services, and extensive medical treatment, including surgical and other hospital services. These establishments have an organized medical staff, inpatient beds, and equipment and facilities to provide complete health care. May include on-site accessory clinics and laboratories, accessory retail uses (see the separate definition of "Retail – Accessory"), and emergency heliports.

Neighborhood Market. A pedestrian-oriented grocery/specialty market store offering food products packaged for preparation and consumption away from the site of the store and oriented to the daily shopping needs of surrounding residential areas. Neighborhood markets are more than 5,000 square feet and less than 15,000 square feet in size and operate less than 18 hours per day. Neighborhood markets may include deli services that are ancillary to the market/grocery portion of the use. See also "Grocery store/supermarket".

Offices – Accessory. Offices that are accessory to another business or sales activity that is the primary use. This does not apply to incidental office space that is part of the primary tenant space. The qualification criteria for this definition are that the floor area of the accessory office use shall not exceed 50 percent of the total net habitable or leasable floor area of the primary tenant space.

Offices – Business and Professional. This use listing includes offices of administrative businesses providing direct services to consumers (e.g., insurance companies, utility companies), government agency and service facilities (e.g., post office, civic center), professional offices (e.g., accounting, attorneys, employment, public relations), and offices engaged in the production of intellectual property (e.g., advertising, architectural, computer programming, photography studios). This use does not include medical offices (see "Medical Services – General"), temporary

offices (see "Offices – Temporary"), or offices that are incidental and accessory to another business or sales activity that is the primary use (see "Offices – Accessory"). Outdoor storage of materials is prohibited.

Outdoor Commercial Recreation. Facility for various outdoor participant sports and types of recreation where a fee is charged for use (e.g., amphitheaters, amusement and theme parks, golf driving ranges, health and athletic club with outdoor facilities, miniature golf courses, skateboard parks, stadiums and coliseums, swim and tennis clubs, water slides, zoos).

Park and Ride Facility. A designated area where a vehicle may be left in order to carpool with other commuters or to ride public transit.

Parks and Public Plazas. Public parks including playgrounds and athletic fields/courts and public plazas and outdoor gathering places for community use. If privately owned and restricted to the public (e.g., require payment of fee), the same facilities are included under the definition of "Outdoor Commercial Recreation."

Pawn Shop. Any room, store, building, or other place in which the business of pawn brokering, or the business of lending money upon personal property, pawns or pledges, or the business of purchasing articles from vendors or their assignees at prices agreed upon at or before the time of such purchase, is engaged in, carried on, or conducted.

Personal Services. Establishments providing nonmedical services as a primary use, including but not limited to barber and beauty shops, clothing rental, dry cleaning pick-up stores with limited equipment, home electronics and small appliance repair, laundromats (self-service laundries), shoe repair shops, and tailors. These uses may also include accessory retail sales of products related to the services provided, massage parlors, spas and hot tubs for rent, and tanning salons.

Printing and Publishing. Establishments engaged in printing by letterpress, lithography, gravure, screen, offset, or electrostatic (xerographic) copying, and other establishments serving the printing trade including bookbinding, typesetting, engraving, photoengraving, and electrotyping. This use also includes establishments that publish newspapers, books, and periodicals, and establishments manufacturing business forms and binding devices. Does not include "quick printing" services or desktop publishing, which are included in "Business Support Services."

Public Safety Facility. A facility operated by public agencies including fire stations, other fire prevention and firefighting facilities, and police and sheriff substations and headquarters, including interim incarceration facilities.

Recycling Facility – Collection. A recycling facility used for the acceptance by donation, redemption, or purchase of recyclable materials from the public that does not occupy more than 500 square feet. This classification may include a mobile unit, kiosk-type units that may include permanent structures, and unattended containers placed for the donation of recyclable

materials. This also includes so-called "reverse vending machines," an automated mechanical device that accepts one or more types of empty beverage containers including, but not limited to, aluminum cans, glass bottles and plastic bottles, and issues a cash refund or a redeemable credit slip with value of not less than the container's redemption value as determined by the state.

Recycling Facility – Processing. A recycling facility located in a building or enclosed space and used for the collection and processing of recyclable materials. Processing means the preparation of material for efficient shipment or to an end-user's specifications by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing.

Recycling Facility – Scrap and Dismantling. Uses engaged in the assembling, breaking up, sorting, temporary storage, and distribution of recyclable or reusable scrap and waste materials, including the dismantling or wrecking of automobiles or other motor vehicles, and/or the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking. The presence on any lot or parcel of land of five or more inoperable vehicles from which parts have been or are to be removed for reuse or sale shall constitute prima facie evidence of an automobile wrecking yard. This use does not include landfills or other terminal waste disposal sites.

Religious Institutions. Facilities operated by religious organizations for worship or the promotion of religious activities (e.g., churches, mosques, synagogues, temples) and accessory uses on the same site (e.g., living quarters for ministers and staff, child day care facilities which where authorized in conjunction with the primary use). Other establishments maintained by religious organizations, such as full-time educational institutions, hospitals, and other potentially related operations (e.g., recreational camp), are classified according to their respective activities.

Research and Development. Indoor facilities for scientific research and the design, development, and testing of electrical, electronic, magnetic, optical, and mechanical components in advance of product manufacturing, that are not associated with a manufacturing facility on the same site. Includes but is not limited to chemical and biotechnology research and development. Does not include computer software companies (see "Offices – Business and Professional"), soils and other materials testing laboratories (see "Business Support Services"), or medical laboratories (see "Medical Services – General").

Restaurant. A retail business selling food and beverages prepared and/or served on the site, for on- or off-premise consumption. These include eating establishments where customers are served from a walk-up ordering counter for either on- or off-premise consumption, and establishments where most customers are served food at tables for on-premise consumption, but may include providing food for take-out. Also includes coffee houses and accessory cafeterias as part of office and industrial uses.

Retail – Accessory. The retail sales of various products (including food service) in a store or similar facility that is located within a health care, hotel, office, or industrial complex. These uses

include but are not limited to pharmacies, gift shops, and food service establishments within hospitals, and convenience stores and food service establishments within hotel, office, and industrial complexes. This use category also includes retail associated with industrial uses for the products sold, distributed, or manufactured on-site. Such retail area shall not exceed 25 percent of the total square footage of the tenant space of a single-use development or the combined floor area of an integrated development in a mixed-use project.

Retail – General. Stores and shops selling multiple lines of merchandise. These stores and lines of merchandise include but are not limited to art galleries, bakeries (all production in support of on-site sales), clothing and accessories, collectibles, consignment stores, department stores, drug and discount stores, dry goods, fabrics and sewing supplies, florists and houseplant stores, furniture, home furnishings and equipment, general stores, gift shops, hardware, hobby materials, musical instruments, parts and accessories, newsstands, pet supplies specialty shops, sporting goods and equipment, stationery, and variety stores.

Schools – Private and Special/Studio. Includes private educational institutions (e.g., boarding schools, business, secretarial, and vocational schools, colleges and universities, establishments providing courses by mail or online) and special schools/studios (e.g., art, ballet and other dance, computers and electronics, drama, driver education, language, music, photography). Also includes facilities, institutions, and conference centers that offer specialized programs in personal growth and development (e.g., fitness training studios, gymnastics instruction and aerobics and gymnastics studios, environmental awareness, arts, communications, management). Also see "Indoor Fitness and Sports Facilities."

Schools – Public. Public educational institutions such as community colleges, universities, elementary schools, middle/junior high schools, high schools, and military academies.

Service Station. A retail business selling gasoline or other motor vehicle fuels, which may include a convenience store and/or self-service car wash. Vehicle services which are incidental to fuel and car wash services are included under "Vehicle Services – Minor."

Sexually Oriented Business. Adult bookstores, adult motion picture theaters, adult live theaters, adult video stores, or any establishment that consists of a combination of such uses. An adult bookstore is a building or a portion thereof used by an establishment either (A) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of books, magazines, or other publications, is devoted to the sale of books, magazines, or other publications which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (B) where 25 percent or more of the total number of books, magazines, or other publications offered for sale to the public consist of books, magazines, or other publications which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 and which, because of their sexually

explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18. An adult motion picture theater is a building or portion thereof or an area, open or enclosed, which regularly features motion pictures distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 or specified anatomical areas as defined in RCMC 23.919.060. An adult live theater is a building or portion thereof or an area, open or enclosed, which regularly features live performances distinguished or characterized by an emphasis on matters depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060 or specified anatomical areas as defined in RCMC 23.919.060 for observation by patrons or customers. An adult video store is a building or portion thereof used by an establishment either (A) where 25 percent or more of the floor space of the area of the building open to the public, and actually used for the display of videos, is devoted to the sale or rental of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18; or (B) where 25 percent or more of the total number of videos offered for sale or rental to the public consist of videos which are distinguished or characterized by their emphasis on matters explicitly depicting, describing, or relating to specified sexual activities as defined in RCMC 23.919.060, and which, because of their sexually explicit nature, may, pursuant to state law or county regulatory authority, be offered only to persons over the age of 18.

Smoke Shop. An establishment selling smoking, drug, and/or traditional or electronic tobacco paraphernalia or devotes 15 percent or more of the total floor area to selling tobacco products. Limited sales of tobacco products that commonly occur within convenience stores or service stations are not included in this definition.

Storage, Personal. A structure or group of structures containing generally small, individual, compartmentalized stalls or lockers rented as individual storage spaces and characterized by low parking demand.

Storage Yard. The storage of various materials outside of a structure other than fencing, either as an accessory use or a principal use.

Storage, Warehouse. A facility for the storage of furniture, household goods, or other commercial goods of any nature. Includes cold storage. Does not include warehouse, storage, or mini-storage facilities offered for rent or lease to the general public (see "Storage, personal storage facility") or warehouse facilities in which the primary purpose of storage is for wholesaling and distribution (see "Wholesaling and distribution").

Tasting Room, Off-site. A facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be

operated as a stand-alone retail use. Food preparation is not permitted. Pre-packaged foods may be sold on premises. Patrons may carry food onsite for personal consumption. Tasting rooms must comply with the retail hours of operation of 10:00 AM to 10:00 PM. On-site tasting rooms are included as an accessory use in “Artisanal and Specialty Manufacture, Display and Sales” or “Brewery, Winery, Distillery”. Any facility not operating with these standards is considered “Bars and Nightclubs”.

Tattoo Parlor. Any establishment that engages in the business of tattooing and/or branding human beings.

Telecommunications Facility. Facility designed and/or used for the purpose of transmitting, receiving, or relaying voice and/or data signals from various wireless communication devices, including a transmission tower, antenna, and or other facility designed or used for that purpose. Amateur radio transmission facilities, facilities operated exclusively as part of a public safety network, and facilities used exclusively for the transmission of television and/or radio broadcasts are not telecommunication facilities.

Theatres and Auditoriums. Indoor facilities for public assembly and group entertainment, other than sporting events (e.g., civic theaters, facilities for “live” theater and concerts, exhibition and convention halls, motion picture theaters, auditoriums). Does not include outdoor theaters, concert and similar entertainment facilities, and indoor and outdoor facilities for sporting events; see “Outdoor Commercial Recreation.”

Thrift Store. A retail establishment selling secondhand goods donated by members of the public.

Transit Stations and Terminals. Passenger stations for vehicular and rail mass transit systems; also terminal facilities providing maintenance and service for the vehicles operated in the transit system. Includes buses, taxis, railway, etc.

Utility Facility and Infrastructure. This includes fixed-base structures and facilities serving as junction points for transferring utility services from one transmission voltage to another or to local distribution and service voltages. These uses include any of the following facilities that are not exempted from land use permit requirements by Government Code Section 53091: electrical substations and switching stations, natural gas regulating and distribution facilities, public water system wells, treatment plants and storage, telephone switching facilities, wastewater treatment plants, settling ponds and disposal fields. These uses do not include office or customer service centers (classified in “Offices”), or equipment and material storage yards.

Vehicle Services – Major. The repair, alteration, restoration, towing, painting, cleaning (e.g., attended car washes), or finishing of automobiles, trucks, recreational vehicles, boats, and other vehicles as a primary use, including the incidental wholesale and retail sale of vehicle parts as an accessory use. This use includes major repair and body work-repair facilities dealing with entire vehicles; such establishments typically provide towing, collision repair, other body work, and painting services and may also include tire recapping establishments.

ITEM 9.2.

ATTACHMENT 2 Exhibit A to the Ordinance

Vehicle Services – Minor. Minor facilities specializing in limited aspects of repair and maintenance (e.g., muffler and radiator shops, quick-lube, smog check, self-service car wash). Does not include repair shops that are part of a vehicle dealership on the same site (see “Auto and Vehicle Sales”) or automobile dismantling yards, which are included under “Recycling Facility – Scrap and Dismantling.”

Veterinary Facility. A building that is primarily enclosed, containing only enough cage arrangements as necessary to provide veterinary services for domestic and exotic animals requiring acute medical or surgical care with accessory outdoor use that provides long-term medical care. Grooming and boarding of animals is allowed only if accessory to the facility use.

Wholesaling and Distribution. Establishments engaged in selling merchandise to retailers; to industrial, commercial, institutional, farm, or professional business users; or to other wholesalers; or acting as agents or brokers in buying merchandise for or selling merchandise to such persons or companies. Includes such establishments as agents, merchandise or commodity brokers, and commission merchants, assemblers, buyers and associations engaged in the cooperative marketing of farm products, merchant wholesalers, and stores primarily selling electrical, plumbing, and heating and air conditioning supplies and equipment.

MEMORANDUM



ITEM 9.3.

DATE: August 1, 2022

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-138 WITH PISOR FENCE DIVISION, INC. IN AN AMOUNT NOT TO EXCEED \$437,040 FOR THE STORMWATER FENCING REPLACEMENT PROGRAM PHASE 2: BEAR HOLLOW BASIN & PUMP STATION PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Construction Contract No. 2022-138 in an amount not to exceed \$437,040 with Pisor Fence Division, Inc. to construct the Stormwater Fencing Replacement Program Phase 2: Bear Hollow Basin & Pump Station Project.

BACKGROUND

The Bear Hollow Basin (Basin) and Pump Station is located on the intersection of Bear Hollow Drive and North Mather Boulevard (see [Attachment 2](#) for Project Location and Photos). This critical flood control facility was built in 2003 to capture storm runoff from a 687-acre watershed. Since then, the Basin has become a valued community amenity in the City. Existing fencing around the Basin and Pump Station is chain link. The proposed fencing replacement project will beautify the Basin by removing the existing chain link fence, installing post and cable fence around the Basin trail perimeter, and installing decorative wrought iron fence around the pump station.

Bids for this work were solicited on the City's website and CIPList.com on June 16, 2022. Bids for the project were publicly opened on Thursday July 7, 2022. Three bids were received, and the lowest responsible and responsive bid was \$437,040.00 from Pisor Fence Division, Inc. The contract award is based on the lowest base bid, and there are no Project bid alternates.

The project is expected to be under construction starting Summer 2022 and completed by Fall 2022.

FISCAL IMPACT AND FUNDING SOURCE

The Stormwater Fencing Replacement Program Phase 2: Bear Hollow Basin & Pump Station Project is funded from the Stormwater Enterprise Fund. There is no impact to the City's General Fund.

This project is included in the City's current approved FY 2022-23 Capital Improvement Plan.

ATTACHMENT(S)

1. Resolution
2. Project Map
3. Pisor Bid Package
4. Bid Summary
5. Construction Services Agreement

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-138 WITH PISOR FENCE DIVISION, INC. IN AN AMOUNT NOT TO EXCEED \$437,040 FOR THE STORMWATER FENCING REPLACEMENT PROGRAM PHASE 2: BEAR HOLLOW BASIN & PUMP STATION PROJECT

WHEREAS, the City solicited bids for the Stormwater Fencing Replacement Program Phase 2: Bear Hollow Basin & Pump Station Project under the requirements of the state and local laws and publicly opened the bids on July 7, 2022; and

WHEREAS, the lowest responsible bidder was Pisor Fence Division, Inc.; and

WHEREAS, adoption of this resolution will award construction Contract No. 2022-138 to Pisor Fence Division, Inc. in an amount not to exceed \$437,040 for the Stormwater Fencing Replacement Program Phase 2: Bear Hollow Basin & Pump Station Project; and

WHEREAS, funding for this Project will consist of the Stormwater Enterprise Fund; and

WHEREAS, this Project is consistent with the removal or replacement of facilities described in the Initial Study with Mitigated Negative Declaration (IS/MND) prepared for the routine maintenance of the City's stream channels and drainage facilities in 2014 (SCH# 2014092016) and is covered under the California Environmental Quality Act (CEQA) analysis included in that document.

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. 2022-138 in an amount not to exceed \$437,040 with Pisor Fence Division, Inc. and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of August 2022 by the following vote:

AYES:

NOES;

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

STORMWATER FENCING REPLACEMENT PROGRAM PHASE 2: BEAR HOLLOW BASIN & PUMP STATION CP 20-2205 PROJECT MAP & PHOTO

Project Map



Project Location: Bear Hollow Dr & N Mather Blvd

Project Photo - Existing Condition



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

BID FORM

Project No. **CP20-2205 Phase 2**

Project: **Stormwater Fencing Replacement Program Phase 2 –
Bear Hollow Basin & Pump Station**

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: **2:00 PM** FOLLOWING BID SUBMITTAL
DAY OF BID: **July 7, 2022**

TO: City Clerk
City of Rancho Cordova

Name of Bidder:

Pisor Fence Division Inc.

Business Address:

PO Box 7213 Citrus Heights, CA, 95621

City, State, Zip Code:

7850 Antelope North Rd, Antelope, CA, 95843

Telephone Number:

916-726-1172

Contact Person:

Jeremiah Alexander - Senior Estimator
916-755-8803
jalexander@pisorfence.net

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

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

Project No. CP20-2205 Phase 2

Project: **Stormwater Fencing Replacement Program Phase 2 –
Bear Hollow Basin & Pump Station**

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. <u>316128</u> Contractor's Classification: <u>Pisior Fence Division Inc.</u> <u>John L Johnson</u> Contractor's Name (Printed) <u>07/07/2022</u> Date	Expiration Date: <u>12/31/2023</u> <u>John L Johnson</u> Bidder's Signature (Same signature as on Bid Proposal) <u>John L Johnson</u> Bidder's Name (Printed) <u>Secretary</u> Bidder's Title
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**CITY OF RANCHO CORDOVA FORMS
DEPARTMENT OF INDUSTRIAL RELATIONS
CONTRACTORS REGISTRATION FORM**

Project No. CP20-2205 Phase 2

Project: **Stormwater Fencing Replacement Program Phase 2 –
Bear Hollow Basin & Pump Station**

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. 1000003166

Expiration Date: 6/30/2025

Subcontractor's Registration No. _____

Expiration Date: _____

Subcontractor's Registration No. _____

Expiration Date: _____

Subcontractor's Registration No. _____

Expiration Date: _____

Subcontractor's Registration No. _____

Expiration Date: _____

Pisar Fence Division Inc.
Contractor's Name (Printed)

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

07/07/2022
Date

John L Johnson
Bidder's Name (Printed)

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.

STORMWATER FENCING REPLACEMENT PROGRAM PHASE 2-					
BEAR HOLLOW BASIN AND PUMP STATION					
CITY OF RANCHO CORDOVA					
BASE BID SCHEDULE					
Item NO.	Item Description	Quantity	Unit	Unit Price	Amount
1	DECORATIVE METAL FENCE	440	LF	419.00	184,360.00
1	DECORATIVE METAL PEDESTRIAN ACCESS GATE, 4 FT WIDE	2	LS	5,100.00	10,200.00
3	DECORATIVE METAL UTILITY ACCESS GATE, 20 FT WIDE	2	LS	6,900.00	13,800.00
4	POST AND CABLE FENCE	5290	LF	42.00	211,600.00
5	REMOVABLE POST ANCHORS	13	LS	500.00	6,500.00
	TOTAL OF BID PRICE \$				\$426,460.00
TOTAL BASE BID PRICE IN WORDS <u>Four hundred twenty Six thousand</u> <u>four hundred Sixty dollars + no cents</u>					

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Pisor Fence Division, Inc.,
proposed subcontractor N/A, 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
N/A		

Pisor Fence Division Inc.
Contractor's Name (Printed)

07/07/2022
Date

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

John L Johnson
Bidder's Name (Printed)

Secretary
Bidder's Title

EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for 43 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 43 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
2022	Ornamental Fence	965,800.00	Twin Rivers Unified - Rio Linda HS
2022	Post & Cable Fence	121,060.00	George Reed - Sierra Vista CFD
2021	Ornamental	545,000	Elk Grove Unified - Franklin High School

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
	See Attached		

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

Pisor Fence Division Inc.
Contractor's Name (Printed)

07/07/2022
Date

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

John L Johnson
Bidder's Name (Printed)

Secretary
Bidder's Title

ITEM 93

ATTACHMENT 3

TRUCK NO.	YR	MAKE/DESCRIPTION	PISOR TRUCKS DMV 1-800-547-8383	VIN	REG EXP.
T010	53	DODGE POWER WAGON	52111D	AB767646	11/30
T056	04	CHEVY SILVERADO	7W51371	1GCHC24U14E146127	5/31
T061	06	CHEVY SILVERADO FB	8F00456	1GBJC34U88E177308	6/30
T067	98	FREIGHTLINER 16' FLATBED	7M59690	1FV6HJAC9WH936845	7/31
T068	06	CHEVY C8500	8P23371	1GBJ6C1356F431263	12/31
T069	08	CHEVY SILVERADO	8S42853	1GBJC34K88E165168	6/30
T070	08	TOYOTA TUNDRA	8M98935	5TFEV58108X036498	12/31
T071	13	CHEVY SILVERADO	8E62645	1GB3CZCG5DF127240	7/31
T072	13	CHEVY SILVERADO	8Z41016	1GB3CZC84DF212787	7/31
T073	12	CHEVY SILVERADO	81738J1	1GB0CVC3CF112620	7/31
T076	14	ISUZU NRR CAB OVER	64959M1	JALE5W164E7300506	10/31
T076	15	ISUZU NPR	08783V1	54DC4W1B1F6801890	7/31
T077	14	CHEVY SILVERADO	56154J1	1GC0CUEG9GZ101368	12/31
T078	15	ISUZU 2 TON CAB/CHASSIS	76095H1	54DC4W1B1F5803994	12/31
T079	15	ISUZU NPR	76096H1	54DC4W1B2F5806581	12/31
T080	16	DODGE RAM 2500	90780N1	3C6UR5CL4GG324995	8/30
T081	16	DODGE RAM	38461C2	3C6UR4CL8GG221573	10/31
T082	17	ISUZU NRR DIESEL	08572C2	JALE5W163H7303861	12/31
T083	16	ISUZU NPR GAS	30256D2	54DC4W1B9GS810600	3/31
T084	17	DODGE RAM 2500	49895V1	3C6UR5HL3HG516841	4/30
T085	16	DODGE RAM 5500	49890V1	3C7WRNBL0GG193683	4/30
T086	17	DODGE RAM 5500	46887G2	3C7WRNBL5HG514375	5/31
T087	17	DODGE RAM 5500	17077J2	3C7WRNCLXHG695469	12/31
T089	18	DODGE RAM 2500 TRADESMAN CREW CAB 4x4	74906N2	3C6UR5CL1JG206751	10/31
T090	19	DODGE RAM 5500 TRADESMAN CREW CAB 4x4	24595U2	3C7WRNFLXKG540696	7/31
T091	18	DODGE RAM 5500	93094U2	3C7WRNFL5JG393895	8/31
T092	19	DODGE RAM 5500 CREW C/C	20971W2	3C7WRNFL2KG602737	11/30
T093	19	DODGE RAM 5500		3C7WRNFL0KG688661	

MOTOR CARRIER PERMIT
CA # 0139183
EXPIRES ANNUALLY ON 10/31

TRUCK NO.	YR	MAKE / DESCRIPTION	PLATE #	VIN	REG EXP.
T25	05	CHEVY SILVERADO UTILITY	8C44324	1GBHC24U65E115297	12/31
T28	06	CHEVY TILT CAB	8E74821	4KBB4B1U36J803516	7/31

MOTOR CARRIER PERMIT
CA# 0306886
EXPIRES ANNUALLY ON 6/30

12/27/2019

Accompanying this proposal is

Bid Bond 10%
(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.

James H Dale - President
John L Johnson - Secretary - Timothy Dale - officer
John Sears - officer

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

License No. 316128 Classification(s) B, C-13, C-28, D-28/61

ADDENDA

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

1
 (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: 07/07/2022



John L Johnson
John L Johnson
Secretary

Signature and Title of Bidder

Business Address 7850 Antelope North Rd, Antelope CA. 95843
 Place of Business Antelope, CA.
 Place of Residence Cameron Park

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

We, Pisor Fence Division, Inc.

_____ as Principal, and
Merchants Bonding Company (Mutual)

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 Stormwater fencing replacement program phase 2

Fabricating and installing post and cable fence and foundations, decorative metal fence and foundations, gates, bollards, removal and disposal of existing chain-link fence.

(Copy here the exact description of work, including location as it appears on the proposal)
Bear Hollow Storm Drainage Basin and pump station, located at the intersection of Bear Hollow Drive and North Mather Blvd
APN 072-0370-096-0000

for which bids are to be opened at City Hall
2729 Prospect Park Dr.
Rancho Cordova, CA 95760 on July 7, 2022

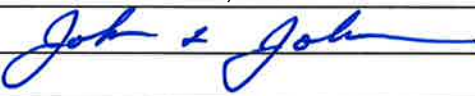
(Insert place where bids will be opened) (Insert date of bid opening)

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: July 1, 20 22.

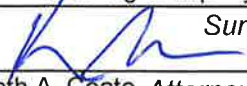
Pisor Fence Division, Inc.

By: 

Principal

Merchants Bonding Company (Mutual)

Surety

By: 

Kenneth A. Coate, Attorney-in-fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Julia B Bales; Kenneth A Coate; Renae N Balderas; Stephanie D Fisher

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of February, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of February, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of July, 2022.



William Warner Jr.
Secretary

CALIFORNIA 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 RiversideOn JUL 01 2022
Datebefore me, Karina J. Cotton, Notary Public
Here Insert Name and Title of the Officerpersonally appeared Kenneth A. Coate

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.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

CITY OF RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
SAMPLE PAYMENT BOND
 (Section 3247, Civil Code)

WHEREAS, The City of Rancho Cordova, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____

_____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fix by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

 Principal

 Surety (SEAL)

 By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

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.

(SEAL)

Notary Public

CITY OF RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
SAMPLE PERFORMANCE BOND
 (To Accompany Contract)

Bond No. _____

WHEREAS, the City of Rancho Cordova, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City of Rancho Cordova in the sum of \$

_____ dollars (\$ _____), to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City of Rancho Cordova, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

 Contractor

 Name of Surety (SEAL)

 By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

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.

(SEAL)

Notary Public

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.

Pisor Fence Division Inc.

Initial JP

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.

Pisor Fence Division, Inc.

Initial JZF

Acknowledged *JA*

JUNE 29, 2022

**STORMWATER FENCING REPLACEMENT PROGRAM PHASE 2 –
BEAR HOLLOW BASIN AND PUMP STATION FENCE**

CITY PROJECT NO. CP20-2205 PHASE 2

ADDENDUM NO.1

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 exhibits and/or specifications unless otherwise directed herein.

ITEM	PAGE OR DRAWING	LOCATION AND DESCRIPTION OF CHANGE
1	Special Provisions, Page 23 RESPONSE: REVISION:	Clarifying placement of new metal fence posts at pump station, removal of chain link fence posts at pump station <i>The Contractor is notified that the following addition has been made to the "Decorative Metal Fence, Installation" Special Provisions on page 23:</i> <u>Fence posts shall be placed outside of current pump station pavement. Fence alignment may be field-adjusted from alignment shown on exhibits to ensure six (6) inches of clearance from the concrete v-ditch on west boundary of the pump station, as approved by the City Engineer.</u> <u>Chain link fence posts to be removed around pump station shall be cut flush with pavement, grouted, and smoothed to grade.</u>
2	Special Provisions, Page 22 RESPONSE REVISION:	Clarifying removal of chain link posts around basin, location of new post and cable fencing <i>The Contractor is notified that the following addition has been made to the "Post and Cable Fence" Special Provisions on page 21:</i> <u>Removal and disposal of existing chain link fence shall include removal of existing chain link fence post concrete footings.</u> <u>New post and cable fence shall follow the alignment shown on the exhibits within 6 inches of the original fence line.</u>
3	Special Provisions,	Clarifying post and cable payment per linear foot

Pisor Fence Division Inc.

P.O. Box 7213

Citrus Heights, CA. 95621

12:21 pm

RECEIVED

JUL 07 2022

BY: yg

Sealed Bid For

" Stormwater Fencing Replacement:

Bear Hollow Basin & Pump Station "

City of Rancho Cordova

2729 Prospect Park Drive

Rancho Cordova, CA, 95670



Stormwater Fencing Replacement Phase 2: Bear Hollow Basin and Pump Station

Bid Summary - CP22-2205 Ph 2

Rancho Cordova City Hall

2729 Prospect Park Drive, Rancho Cordova, CA 95670

July 7, 2022, 2:00 pm, Council Chambers

	Construction Contractor	Total Base Bid Amount	Bid Form (Proposal Signed)	Contractors License	DIR Registration	Bid Schedule	Equal Employment	Public Contract Code	Designation of Subcontractors	Experience / Qualifications Statement	Bidder's Bond	Non-Collusion Affidavit	Debarment & Suspension	Addendum 1	
A	Crusader Fence LLC	\$515,647.00	x	x	x	x	x	x	x	x	x	0	0	x	
B	Golden Bay Fence Plus	\$478,408.50	x	x	x	x	x	x	x	x	x	x	x	x	
C	Pisor Fence Div Inc	\$426,460.00	x	x	x	x	x	x	x	x	x	x	x	x	
D															
E															
F															
G															
H															
I															
J															

Attendees: Stacy Leitner, City Clerk
Dalia Fadi, Principal Engineer

Stacy Leitner
Stacy Leitner, City Clerk

Date

7/11/2022

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND PISOR FENCE DIVISION, INC.
FOR STORMWATER FENCING REPLACEMENT PROGRAM PHASE 2:
BEAR HOLLOW BASIN & PUMP STATION PROJECT**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Pisor Fence Division, Inc. ("Contractor") as of August 1, 2022.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Stormwater Fencing Replacement Program Phase 2: Bear Hollow Basin & Pump Station Project ("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 CIPList.com and the City of Rancho Cordova's 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.

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 January 2016; 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. TERM. The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2023.

Section 3. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No.2022-138, as

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Construction Services Agreement between
City of Rancho Cordova and Pisor Fence Division, Inc.

August 1, 2022
Page 1 of 6

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 4. COMPLETION. Said work shall be completed and ready for acceptance.

Section 5. 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 Hundred Thirty Seven Thousand, Forty Dollars and Zero Cents (\$ 437,040.00)**. 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 6. PREVAILING WAGES. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1 and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "**Prevailing Wage Laws**"), and be responsible for carrying out the requirements of such provisions. 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. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing

wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

Section 7. INSURANCE. The Contractor shall carry and maintain for the duration of the term 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 8. 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 9. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) 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 10. INDEMNIFICATION.

- 10.1 Contractor's Performance.** Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its

employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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

Section 12. AMENDMENTS. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

Section 13. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

Section 14. MISCELLANEOUS PROVISIONS.

- 14.1 Successors.** 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.

14.2 Contract Administration. This Agreement shall be administered by Margarita Dronov ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

14.3 Notices. Any written notice to Consultant shall be sent to:

Jeremiah Alexander
Pisor Fence Division, Inc.
P.O. Box 7213
Citrus Heights, CA, 95621
jalexander@pisorfence.net

Any written notice to City shall be sent to:

Margarita Dronov
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670
mdronov@cityofranchocordova.org

14.4 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.

14.5 Governing Law and Venue. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.

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

14.7 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.

14.8 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.

14.9 Survival. The obligations of this Agreement, which by their nature would continue beyond the term or expiration of this Agreement, including without

limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

14.10 Entire Agreement. This Agreement, including the terms of payment attached hereto and incorporated herein as Exhibit A, and the Contract Documents as referenced above in Section 1, of this Agreement, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

IN WITNESS WHEREOF, the 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

John L Johnson, Secretary

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Last revised June 23, 2022

EXHIBIT A

CONTRACTOR BID

Refer to Attached Contractor Bid

EXHIBIT A
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.

STORMWATER FENCING REPLACEMENT PROGRAM PHASE 2-					
BEAR HOLLOW BASIN AND PUMP STATION					
CITY OF RANCHO CORDOVA					
BASE BID SCHEDULE					
Item NO.	Item Description	Quantity	Unit	Unit Price	Amount
1	DECORATIVE METAL FENCE	440	LF	419.00	184,360.00
1	DECORATIVE METAL PEDESTRIAN ACCESS GATE, 4 FT WIDE	2	LS	5,100.00	10,200.00
3	DECORATIVE METAL UTILITY ACCESS GATE, 20 FT WIDE	2	LS	6,900.00	13,800.00
4	POST AND CABLE FENCE	5290	LF	42.00	222,180.00
5	REMOVABLE POST ANCHORS	13	LS	500.00	6,500.00
TOTAL OF BID PRICE \$				\$426,460.00	437,040.00*
TOTAL BASE BID PRICE IN WORDS <u>Four hundred twenty Six thousand</u>					
<u>four hundred Sixty dollars + no cents</u>					

In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

*Total bid amount read at bid opening on 7/7/22 was \$426,460.00. Upon review of bid schedules, a calculation error was discovered in the extended amount for item 4, post and cable fence. The total base bid using the correct product is \$437,040.00. This base bid still supports Pisor Fence Division, Inc as the apparent low responsible and responsive bidder.

MEMORANDUM



ITEM 9.4.

DATE: August 1, 2022
TO: Honorable Mayor and Council Members
FROM: Brandon Luke, Chief of Police
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-87 WITH REDFLEX TRAFFIC SYSTEMS, INC. IN A TOTAL AMOUNT NOT TO EXCEED \$1,080,000 FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute an agreement with Redflex Traffic Systems for the continuation of the Red Light Photo Enforcement Program for traffic safety.

BACKGROUND

The goal of the City's Red Light Photo Enforcement Program is to improve the safety of the community for vehicular, bicycle and pedestrian traffic by reducing the incidence of vehicles failing to stop for red traffic signals. Photo enforcement programs have a proven record for reducing right angle collisions at monitored intersections in jurisdictions where similar programs have been initiated.

The City began its existing Red Light Photo Enforcement Program with Redflex Traffic Systems in 2011. Redflex cameras are installed at the intersections of Zinfandel Drive and Olson Drive, Zinfandel Drive and White Rock Road, Sunrise Boulevard and Folsom Boulevard, and Sunrise Boulevard and Coloma Road. Millions of vehicles travel through these intersections every year. The Redflex cameras do not monitor all directions of travel at the above-listed intersections, rather only one direction of travel. Redflex cameras and signage at the intersections create a universal effect that decreases collisions in equipped intersections.

Automated Red-Light Photo Enforcement is authorized by the California Vehicle Code (Sections 21455.5 through 21455.7). The Redflex System captures still images and video of potential red-light violations. The evidence captured by Redflex is maintained in secure channels and provided to the Rancho Cordova Police Department. Police Department personnel review each possible violation to determine if the incident should be forwarded for prosecution. In instances where prosecution is desired, Reflex generates and mails a citation to

the violator and forwards all related evidence to the Sacramento County Courts. The violator receives still images of the incident and a photograph of the driver captured at the time of the incident. They will also be provided with a secure website to access photos and videos of the violation.

With the upcoming expiration of the City's existing contract with RedFlex Traffic System, the City desires to enter into a new three-year contract, with the option to extend an additional two years. The City desires to continue contracting with RedFlex due to the existing infrastructure and business relationship that is in place.

FISCAL IMPACT AND FUNDING SOURCE

The Red Light Photo Camera Program is budgeted for in the General Fund. The total cost of the contract is a fixed monthly fee of \$4,500 per month for each of the four designated approaches in the City for a total of \$216,000 annually and a total contract amount not to exceed \$1,080,000. Red light camera violations cost approximately \$500 per violation, of which the City receives approximately 1/3 to offset the cost of the Redflex contract in addition to RCPD staff positions to oversee the red light photo enforcement program.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2022-87 with Redflex Traffic Systems Inc

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-87 WITH REDFLEX TRAFFIC SYSTEMS, INC. FOR RED LIGHT PHOTO ENFORCEMENT PROGRAM

WHEREAS, the Rancho Cordova Police Department provides a full range of public safety programs and law enforcement services for the City; and

WHEREAS, traffic safety and accident reduction is among the police department's highest priorities; and

WHEREAS, red light cameras help communities enforce traffic laws by photographing vehicles whose drivers run red lights, 24 hours a day, 7 days a week; and

WHEREAS, California Vehicle Code 21455.5(c) allows government agencies, in cooperation with law enforcement agencies, to operate automated enforcement systems; and

WHEREAS, the City will incur monthly expenditures at an average cost of \$4500 per designated approach for administration of the Red Light Photo Enforcement Program with an annual cost not to exceed \$216,000 per year, and not to exceed \$1,080,000 for the entire term of the contract; and

WHEREAS, revenues collected through the Red Light Photo Enforcement Program will be used to offset costs for administration of the Red Light Photo Enforcement Program.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute Contract No. 2022-87 with Redflex Traffic Systems for Red Light Photo Enforcement Program.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of August 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

ITEM 9.4.

ATTACHMENT 2 Contract No. 2022-87

EXCLUSIVE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND REDFLEX TRAFFIC SYSTEMS, INC. FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM

This Agreement (“Agreement”) is made as of this _____ day of _____ 2022 by and between Redflex Traffic Systems, Inc. with offices at 23751 N. 23rd Avenue, Phoenix, AZ 85027 (“Redflex”), and The City of Rancho Cordova a municipal corporation, with offices at 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (“Customer”).

RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that Authorized Employees of the Customer are able to monitor, identify and enforce red light running violations; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

WHEREAS, the Parties extended the Agreement on March 12, 2015 for an additional term of five (5) years, until March of 2020; and

WHEREAS, the Parties wish to enter into this new Agreement (the “Agreement”) through the City Manager’s authority pursuant to Resolution No. 16-2011; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:

- 1.1. “Authorized Employee” means the Project Manager or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto.
- 1.2. “Authorized Violation” means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee by using the Redflex System.
- 1.3. “Citation” means the notice of a Violation, which is mailed or otherwise delivered by Redflex to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.

- 1.4. “Confidential or Private Information” means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person’s business or methods of operation or concerning any of such Person’s suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:
- 1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
 - 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term “trade secrets” shall mean the broadest and most inclusive interpretation of trade secrets.
 - 1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.
- 1.5. “Intersection Approach” means a conduit of travel with up to six (6) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Redflex for the purposes of facilitating Redlight Photo Enforcement by the Customer.
- 1.6. “Designated Intersection Approaches” means the Intersection Approaches as Redflex and the Customer shall mutually agree from time to time. See Exhibit A for the number of approaches.
- 1.7. “Electronic Signature” means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Redflex System.
- 1.8. “Enforcement Documentation” means the necessary and appropriate documentation related to the Photo Red Light Enforcement Program, including but not limited to warning letters, citation notices (using the specifications of the Judicial Council and the City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images

ITEM 9.4.

ATTACHMENT 2 Contract No. 2022-87

and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for applicable court and judicial officers.

- 1.9. “Equipment” means any and all approach cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Redflex Photo Red Light System(s).
- 1.10. “Fine” means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- 1.11. “Governmental Authority” means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.12. “Installation Date of the Photo Red Light Program” means the date on which Redflex completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the Redlight Photo Enforcement Program.
- 1.13. “Intellectual Property” means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
- 1.14. “Operational Period” means the period of time during the Term, commencing on the Installation Date, during which the Photo Red Light Enforcement Program is functional in order to permit the issuance of Citations using the Redflex System.
- 1.15. “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.16. “Project Manager” means the project manager appointed by the Customer in accordance with this Agreement, which shall be an Authorized Employee and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Redlight Photo Enforcement Program, and which manager shall have the power and authority to make management decisions relating to the Customer’s obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Customer’s charter or other organizational documents of the Customer or by the city counsel or other governing body of the Customer.
- 1.17. “Potential Violation” means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex System with respect to such motor vehicle, which data shall be processed by the Redflex

ITEM 9.4.

ATTACHMENT 2 Contract No. 2022-87

System for the purposes of allowing the Authorized Employee to review such data and determine whether a Red Light Violation has occurred.

- 1.18. “Proprietary Property” means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- 1.19. “Redflex Marks” means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to Photo Red Light Enforcement at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.
- 1.20. “Redflex Project Manager” means the project manager appointed by Redflex in accordance with this Agreement, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Photo Red Light Enforcement Program, and who shall have the power and authority to make management decisions relating to Redflex’s obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.21. “Redflex System” means, collectively, the Salus™ and/or SMARTcam™ System, the SMARTscene™ System, and all of the other equipment, applications, cameras, sensors, components, motor vehicles and other tangible and intangible property relating thereto, to enable Redflex to enforce a minimum of one lane of travel at a designated location. The SMARTops™ System, the Photo Enforcement Program, and all of the other equipment, applications, back office processes, servers, off-site backup systems, software and other tangible and intangible property relating thereto.
- 1.22. “Photo Red Light Enforcement Program” means the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.
- 1.23. “Photo Redlight Violation Criteria” means the standards and criteria by which Potential Violations will be evaluated by Authorized Employees of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of

ITEM 9.4.

ATTACHMENT 2 Contract No. 2022-87

Governmental Authorities. Should physical criteria change which requires additional modification to the Photo Red Light Enforcement System or its detection equipment, any costs incurred is the responsibility of the customer.

- 1.24. "Records Retention" means the period of time that Redflex will retain confidential information to include photographic evidence and data associated with the photo enforcement program.
 - 1.25. "SMARTcam™ System" means the proprietary software system that controls the photo enforcement system of Redflex relating to the Photo Enforcement Program.
 - 1.26. "Salus™ System" means the proprietary software system that controls the photo enforcement system of Redflex relating to the Photo Enforcement Program.
 - 1.27. "REDFLEXred™ System" means the proprietary digital redlight photo enforcement system of Redflex relating to the Photo Red Light Enforcement Program.
 - 1.28. "SMARTops™ System" means the proprietary back-office processes of Redflex relating to the Photo Red Light Enforcement Program.
 - 1.29. "SMARTscene™ System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data.
 - 1.30. "Traffic Signal Controller Boxes" means the signal controller interface and vehicle detection owned and operated by the Customer. This includes, but not limited to, the Customer's traffic controller, Customer's vehicle detection equipment, Customer's communication equipment, Customer's controller cabinet, etc.
 - 1.31. "Violation" means any traffic violation authorized for photo enforcement as prohibited by the Vehicle Code or any applicable rule, regulation or law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals, and operating a motor vehicle without displaying a valid license plate or registration.
 - 1.32. "Violations Data" means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.
 - 1.33. "Warning Period" means a period after the Installation Date of the first intersection approach, wherein only warning notices shall be issued, commencing within 3 days after the system has been installed. The Warning Period will conform to the requirements of the California Vehicle Code (CVC).
2. **TERM.** For existing designated intersection approaches, Term of the Agreement shall be extended to three (3) years commencing on the Effective Date of this Agreement (the "Extended Term"). The City shall have the right, but not the obligation, to extend the Extended Term of this Agreement for up to two (2) additional consecutive and automatic one (1) year periods following the expiration of the Extended Term (each, a "Renewal Term" and collectively with the Extended Term, the "Term"). The City may exercise the right not to extend the Term of this Agreement for a Renewal Term by providing notice to Redflex not less than thirty (30) days prior to the last day of the Extended Term or the Renewal Term, as the case may be.

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3. **SERVICES.** Redflex shall provide the Photo Red Light Enforcement Program to the Customer, in each case in accordance with the terms and provisions set forth in this Agreement.
 - 3.1. **INSTALLATION.** With respect to the identification of the Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit B attached hereto. The identification of the Designated Intersection Approaches and installation of the Redflex System at such Designated Intersection Approaches shall be completed pursuant to and in compliance with the requirements of California Vehicle Code § 21455.5.
 - 3.2. **MAINTENANCE.** With respect to the maintenance of the Redflex System at the Designated Intersection Approaches the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit C attached hereto.
 - 3.3. **VIOLATION PROCESSING.** During the Operational Period, Violations shall be processed as follows:
 - 3.3.1. All Violations Data shall be stored on the Redflex System.
 - 3.3.2. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the Redflex System.
 - 3.3.3. The Redflex Photo Enforcement System will be accessible by Authorized Staff through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser.
 - 3.3.4. Redflex shall provide the Authorized Employee with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within five (5) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches.
 - 3.3.5. The Customer shall cause the Authorized Employee to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.
 - 3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Citation before the eleventh (11th) day after the violation of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations.
 - 3.3.7. Redflex shall provide a toll-free telephone number for the purposes of answering citizen inquiries.

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- 3.3.8. Redflex shall permit the Authorized Employee to generate reports using the Redflex Standard Report System.
- 3.3.9. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Customer in such format and for such periods as mutually agreed upon.
- 3.3.10. During the six (6) month period following the Installation Date and/or upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; After the initial 6 month period, included in the monthly fees, Redflex will provide expert testimony with 14-days advance notice for up to four (4) times per year, additional expert witness testimony will be provided on a cost reimbursement basis.
- 3.3.11. During the three (3) month period following the Installation Date, Redflex shall provide such training to Customer personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Redlight Enforcement Program.
- 3.4. RECORDS RETENTION: Redflex will retain confidential information to include photographic evidence and data associated with an issued Citation until adjudicated by a court of law and the exhaustion of any appeal Retention of photographic evidence and data not associated with an issued Citation shall be in accordance with the business rules provided by the Customer to Redflex and in accordance with California law.
- 3.5. PROSECUTION AND COLLECTION; COMPENSATION. The Customer shall diligently prosecute Citations and the collection of all Fines in respect thereof, and Redflex shall have the right to receive, and the Customer shall be obligated to pay, the compensation set forth on Exhibit D attached hereto.
- 3.6. OTHER RIGHTS AND OBLIGATIONS. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Customer shall have the respective rights and obligations set forth on Exhibit E attached hereto.
- 3.7. CHANGE ORDERS. The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information

relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit D shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.

4. **LICENSE; RESERVATION OF RIGHTS.**

- 4.1. License. Subject to the terms and conditions of this Agreement, Redflex hereby grants the Customer, and the Customer hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City of Rancho Cordova, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Redflex System in connection therewith, (b) disclose to the public (including outside of the City of Rancho Cordova) that Redflex is providing services to the Customer in connection with Photo Red Light Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Photo Red Light Enforcement Program, so long as any and all such publications or materials are approved in advance by Redflex.
- 4.2. RESERVATION OF RIGHTS. The Customer hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.
- 4.3. RESTRICTED USE. The Customer hereby covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, the Redflex System, including but not limited to any Equipment, or to any, Intellectual Property or

Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.

- 4.4. PROTECTION OF RIGHTS. Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.
- 4.5. INFRINGEMENT. The Customer shall use its reasonable best efforts to give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, and Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.
- 4.6. INFRINGING USE. The Customer shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Redflex Representations and Warranties.

- 5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be

performed in a professional and workmanlike manner and, with respect to the installation of the Redflex System, subject to applicable law, in compliance with all specifications provided to Redflex by the Customer.

5.2. Customer Representations and Warranties.

5.2.1. Authority. The Customer hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The Customer hereby warrants and represents that any and all services provided by the Customer pursuant to this Agreement shall be performed in a professional and workmanlike manner.

5.3. LIMITED WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDFLEX SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE CUSTOMER'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDFLEX DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION APPROACHES OR THE REDFLEX SYSTEM WILL OPERATE IN THE WAY THE CUSTOMER SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE REDFLEX SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

6. TERMINATION.

6.1. TERMINATION FOR CAUSE. Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state statutes or budgets are amended to prohibit or substantially change the operation and/or treasury of photo red light enforcement systems; (ii) any court having jurisdiction over City rules, or state or federal statute declares, that results from the Redflex System of photo red light enforcement are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Agreement. In the event of a termination due to Section 6.1(i) or 6.1(ii) above, Customer shall be relieved of any further obligations for payment to Redflex other than as specified in Exhibit "D". Either party shall have the right to remedy the cause for termination (Sec 6.1) within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

6.2. TERMINATION WITHOUT CAUSE. The Customer may initiate termination of this Agreement without cause at any time by giving 10 days' written notice of termination to Redflex. If the City exercises its right to terminate this Agreement

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in accordance with this paragraph, the City shall be obligated to pay Contractor for all services satisfactorily performed in accordance with this Agreement, through and including the initiation of termination date, including but not to exceed the payments according to the rates specified in Exhibit D. Redflex may initiate termination of this Agreement without cause by giving 90 days' written notice to the City, signed by Redflex's authorized representative.

- 6.3. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

- 6.4. PROCEDURES UPON TERMINATION. The termination of this Agreement shall not relive either party of any liability that accrued prior to such termination. Except as set forth in Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

- 6.4.1. Redflex shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Photo Red Light Enforcement Program, (ii) promptly deliver to the Customer any and all Proprietary Property of the Customer provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Customer a final report to the Customer regarding the collection of data and the issuance of Citations in such format and for such periods as the Customer may reasonably request, and which final report Redflex shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to Customer a final invoice stating all fees and charges properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination, and (v) provide such assistance as the Customer may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement. Immediately upon termination Redflex is no longer bound to the Data Retention Requirements for any data and if the customer wishes to obtain the data it must be conveyed at the time of termination. Redflex will transfer the data and relevant information to the city by a mutually agreed upon method. The customer will assume the burden for all costs associated with this task including but not limited to administrative, storage media, storage media authoring devices, and internet bandwidth used for transferring data. Redflex will provide no tools for accessing this data or other guarantees.

- 6.4.2. The Customer shall (i) immediately cease using the Photo Red Light Enforcement Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property of Redflex provided to the Customer pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination.

- 6.4.3. Upon termination of the contract, Redflex shall remove all Redflex owned equipment from intersections within 30 days of written termination. Any equipment left after 30 days shall be determined abandoned property and discarded by the City or by an independent contractor. "Equipment" is

defined as property (cameras, radar units, housing, controllers) directly owned and/or operated by Redflex. Items not owned by Redflex such as, wiring, poles, and foundations will remain in place and owned by the Customer. Any power or communications accounts in the name of Redflex shall be terminated.

- 6.4.4. Upon termination of the contract, ALL digital data in a useable format for the Customer to create court evidentiary packages and for ALL un-adjudicated incidents including, citations, video footage, photographs, reports, certificates of correct functioning, and preventive maintenance documents shall be saved and provided to the project managers within 60 days of end of the Agreement. Redflex agrees to provide this information before final compensation of all outstanding debt is paid. Should Redflex determine the digital data must remain on their servers, Redflex will agree to provide a court pack (video, photographs, citation, and non-liability documents) for each un-adjudicated incident and/or provide limited access to the court pack software and allow the project managers to download and create court packs until ALL pending incidents have been adjudicated, or until all court packs have been downloaded, or until Redflex can provide the digital information to the project managers in a usable format as described above.
- 6.5. SURVIVAL. Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (a) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 5.3 (Limited Warranty), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Applicable Law), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue), and (b) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.
7. CONFIDENTIALITY. During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

8. INDEMNIFICATION AND LIABILITY.

- 8.1. INDEMNIFICATION BY REDFLEX. Subject to Section 8.3, Redflex hereby agrees to defend and indemnify the Customer and its officials, officers, employees, agents representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a “Customer Party” and collectively, the “Customer Parties”) against, and to protect, save and keep harmless the Customer Parties from, and to pay on behalf of or reimburse the Customer Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys’, accountants’ and expert witnesses’ fees) of whatever kind and nature (collectively, “Losses”), which may be imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Redflex contained in this Agreement, or (b) the negligence or willful misconduct of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Customer Party.
- 8.2. INDEMNIFICATION BY CUSTOMER. Subject to Section 8.3, the Customer hereby agrees to defend and indemnify Redflex and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them, or any of them (individually a “Redflex Party” and collectively, the “Redflex Parties”) against, and to protect, save and keep harmless the Redflex Parties from, and to pay on behalf of or reimburse the Redflex Parties as and when incurred for, any and all Losses which may be imposed on or incurred by any Redflex Party arising out of or in any way related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of the Customer contained in this Agreement, (b) the willful misconduct of the Customer, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Redflex Party, (c) any claim, action or demand not caused by Redflex’s failure to perform its obligations under this Agreement, or (d) any claim, action or demand challenging the Customer’s use of the Redflex System or any portion thereof, the validity of the results of the Customer’s use of the Redflex System or any portion thereof, or the validity of the Citations issued, prosecuted and collected as a result of the Customer’s use of the Redflex System or any portion thereof.
- 8.3. INDEMNIFICATION PROCEDURES. In the event any claim, action or demand (a “Claim”) in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the “Indemnified Party”) shall give the party from whom indemnification is sought (the “Indemnifying Party”) written notice of such Claim promptly after the Indemnified Party first becomes

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aware thereof; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

8.4. **LIMITED LIABILITY.** Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost fines, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

9. **NOTICES.** Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

9.1. Notices to Redflex:

Redflex Traffic Systems, Inc.
1150 N. Alma School Road
Mesa, AZ 85201
Attention: Legal Department
Facsimile: (480) 607-0901

9.2. Notices to the Customer:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Public Works Director and Administrative Services Director
Facsimile: (916) 851-8787

10. **DISPUTE RESOLUTION.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement

hereof (the “Dispute”), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 10, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

11. MISCELLANEOUS.

- 11.1. Assignment. Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Customer hereby acknowledges and agrees that the execution, delivery and performance of Redflex’s rights pursuant to this Agreement shall require a significant investment by Redflex, and that in order to finance such investment, Redflex may be required to enter into certain agreements or arrangements (“Financing Transactions”) with equipment lessors, banks, financial institutions or other similar persons or entities (each, a “Financial Institution” and collectively, “Financial Institutions”). The Customer hereby agrees that Redflex shall have the right to assign, pledge, hypothecate or otherwise transfer (“Transfer”) its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between Redflex and any such Financial Institution, subject to the Customer’s prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and agrees that in the event that Redflex provides written notice to the Customer that it intends to Transfer all or any of Redflex’s rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Redflex, for the purposes of this Agreement, the Customer shall be deemed to have consented to and approved such Transfer by Redflex. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns.
- 11.2. Relationship between Redflex and the Customer. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).
- 11.3. Audit Rights. Each of parties hereto shall have the right to audit the books and records of the other party hereto (the “Audited Party”) solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours’ prior notice to

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the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.

- 11.4. Force Majeure. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 11.5. Entire Agreement. This Agreement represents the entire Agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties.
- 11.6. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 11.7. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 11.8. Construction. Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.
- 11.9. Headings. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- 11.10. Execution and Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement and no party shall be required to produce an original or all of such counterparts in making such proof.

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- 11.11. Covenant of Further Assurances. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 11.12. Remedies Cumulative. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- 11.13. Binding Effect. This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.
- 11.14. Compliance with Laws. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- 11.15. No Third Party Benefit. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.
- 11.16. Injunctive Relief; Specific Performance. The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.
- 11.17. Applicable Law. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of California, United States.
- 11.18. Jurisdiction and Venue. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the courts located in the County of Sacramento, CA and both parties specifically agree to be bound by the jurisdiction and venue thereof.
- 11.19. 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.

ITEM 9.4.

ATTACHMENT 2
Contract No. 2022-87

- 11.20. Integration. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter .

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ITEM 9.4.

ATTACHMENT 2
Contract No. 2022-87

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

“Customer”

“Redflex”

CITY OF RANCHO CORDOVA
a municipal corporation

REDFLEX TRAFFIC SYSTEMS, INC.,

By: _____

By: _____

Name: Cyrus Abhar

Name: Jon Baldwin

Title: City Manager

Title: Executive Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

EXHIBIT "A"
Designated Intersection Approaches

The contract is for the implementation of up to 10 intersection approaches. Identification of enforced intersection approaches will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs. Such identification will be made in compliance with the provisions of California Vehicle Code § 21455.5.

City may request in writing that Redflex upgrade the Red Light Cameras further as new technology is available during the term of this Agreement as mutually agreed to by the parties. The upgrade would be at no cost to the City and would occur within mutually agreed upon timeframe. Upgrades will be provided if (1) the upgrade improves the performance of the system and (2) is generally available to the market by Redflex.

The City will make all reasonable efforts to provide the list of proposed intersections under consideration prior to formal project kick-off to the designated Redflex project manager. The City Public Works and Police Departments shall review and approve each designated intersection approach prior to installation of the Redflex System.

Existing Intersection Approaches

The Parties agree to continue operations and maintain all Designated Intersection Approaches previously agreed upon and existing as of the Effective Date of this Agreement.

Existing Services

The Parties agree to continue operations and maintain all Services, including HD Incident Video and Police Authorization Work Station.

Upgrades

Redflex shall replace all current equipment within a mutually agreed upon timeframe, which includes the following:

- 45 mega pixel still camera;
- 4k video camera;
- 30 day live and recorded streaming; and
- Slim line cabinets.

Upon the mutual agreement of the parties, Redflex will provide the Customer the Alcyon cloud-based system to replace the current SMARTops™ System.

EXHIBIT “B”**Construction and Installation Obligations****Timeframe for Installation: Fixed Photo Red Light System**

Redflex will have each specified approach installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the Customer.

Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Redflex will use reasonable commercial efforts to complete a site selection survey within sixty (60) days subsequent to the execution of the contract and install and activate the first specified intersection within sixty (60) days following the issuance of permits . The Customer agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

In order to provide the Customer with timely completion of the photo enforcement project, Redflex Traffic Systems requires that the Customer assist with obtaining timely approval of permit requests. The Customer acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the Customer will provide engineering review(s) of Redflex permit requests and all documentation in a timely manner.

1. **REDFLEX OBLIGATIONS.** Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex’s sole expense):
 - 1.1. Appoint the Redflex Project Manager and a project implementation team;
 - 1.2. Request current “as-built” electronic engineering drawings for the Designated Intersection Approaches (the “Drawings”) from the city traffic engineer;
 - 1.3. Develop and submit to the Customer for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required;
 - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the “Approvals”), which will include compliance with City permit applications;
 - 1.5. Finalize the acquisition of the Approvals;
 - 1.6. Assist the Customer in developing a public awareness strategy, which may include media and educational materials;
 - 1.7. Develop the Redlight Violation Criteria in consultation with the Customer;
 - 1.8. Develop the Enforcement Documentation for approval by the Customer, which approval shall not be unreasonably withheld;
 - 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches;

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ATTACHMENT 2 Contract No. 2022-87

- 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
- 1.11. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
- 1.12. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
- 1.13. Deliver the Materials to the Customer;
- 1.14. Citation processing and citation issuance/re-issuance for Authorized Violations; and
- 1.15. Redflex shall provide training (i) for up to fifteen (15) personnel of the Customer, including but not limited to the persons who Customer shall appoint as Authorized Employees and other persons involved in the administration of the Redlight Photo Enforcement Program, (ii) for up to sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Redlight Photo Enforcement Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation.

Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Redflex, the Customer and, where applicable, juvenile court personnel.

2. CUSTOMER OBLIGATIONS. The Customer shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Customer's sole expense):

- 2.1.1. Appoint the Project Manager;
- 2.1.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
- 2.1.3. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Redlight Photo Enforcement Program;
- 2.1.4. Provide assistance to Redflex in obtaining access to the records data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the Customer;
- 2.1.5. Assist Redflex in seeking the Approvals;
- 2.1.6. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Redlight Photo Enforcement Program;

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ATTACHMENT 2 Contract No. 2022-87

- 2.1.7. Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
- 2.1.8. Seek approval or amendment of Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Customer will require in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
- 2.1.9. Assist Redflex in developing the Redlight Violation Criteria;
- 2.1.10. Seek approval of the Enforcement Documentation;
- 2.1.11. The Customer shall provide on an agreed upon frequency, without cost to Redflex, reports regarding the prosecution of Citations, the collection of fines, fees and other monies and available collision data, in such format and for such periods as Redflex may reasonably request;
- 2.1.12. Yellow Light Timing Review: The Customer is responsible to ensure that the yellow or amber light phase timing at all photo enforced intersections meets minimum standards according to Federal, State, and local laws, guidelines, and/or rules;
- 2.1.13. Provide on-going adequate electrical power in order to operate the systems;
- 2.1.14. The Customer will allow Redflex to use existing conduit space as available;
- 2.1.15. The Customer shall be responsible to provide and install LED traffic signal lights (yellow and red) at all enforced locations;
- 2.1.16. Customer is responsible for all computer hardware, web browsers and high speed Internet access necessary to operate the systems; and
- 2.1.17. Customer will provide and install any required enforcement signage.

EXHIBIT “C”Maintenance

1. All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of city Traffic Engineering present.
3. Redflex shall be responsible for any damage caused to the traffic signal or city infrastructure as a result of the installation of the Redflex System.
4. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
5. Redflex may assign only competent personnel to provide the services under this Agreement. In the event that Customer, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Redflex shall, immediately upon receiving notice from the Customer of such desire of Customer, reassign such person or persons.
6. Any equipment damaged as a result of a “knock down” or “vandalism” or any equipment that becomes non-operational and which prevents the capture of photographs and video footage shall be repaired and/or replaced within 14 days. Any equipment repair or replacement that takes longer than 14 days from the time it was damaged or determined non-operational shall not be subject to compensation, nor shall non-operational equipment be billed by Redflex until the equipment has been repaired and is once again operational to capture photographs and video footage.

**EXHIBIT "D"
COMPENSATION & PRICING**

Customer is obligated to pay Redflex a fixed fee of four thousand five hundred dollars (\$4,500.00) per month for each Existing Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement.

Contract value not to exceed \$216,000 annually and total contract value not to exceed \$1,080,000.

Standard Interval Price Adjustment

Redflex and City agree to meet and negotiate in good faith a fixed price per approach using a standard pricing interval. Eighteen (18) months after the issuance of the first citation by a system and on an annual basis thereafter; both parties will review the financial terms of the contract. Based on the determination of financial insolvency (as it relates to the vendors fees) an adjustment can be made to the contract. Any adjustment shall be limited to a maximum of 20% more or less the monthly fixed fee pricing from the pricing schedule used during the previous interval. The calculation will use currently available and verifiable data and on a commercially reasonable basis agreed to by both parties. Should the parties being reasonable and in good faith, not able to agree upon pricing terms; the Agreement will continue for an addition six (6) month period under the current terms, in which Redflex will provide additional remedies. If after said remedy period, the program is still determined to be insolvent, the contract will Terminate for Cause, Redflex shall not be entitled to a cancellation fee for each installed approach and Section 6.2 Procedures of Termination will be applied.

Preventative Maintenance Documents

Redflex shall provide City's Project Managers with preventative maintenance documents by the fifth (5th) day of each month for the previous month.

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex construction will be able to utilize existing conduit for installation where space is available. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Redflex.
2. The pricing will remain fixed for three (3) years. Each year thereafter, on the anniversary date of the contract, the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.
3. Customer agrees to pay Redflex within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid 60 days from date of invoice.
4. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of Redflex.
5. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the Customer.

ITEM 9.4.

ATTACHMENT 2 Contract No. 2022-87

6. Required Credit Card fees will not be considered to be revenue received and are the responsibility of the violator.
7. Roadway/Intersection improvement projects: Customer shall reimburse Redflex the costs of replacing and or modification of operational system approaches.
8. If a system is deactivated at the Customer's request due to roadway construction, the monthly fee will continue.
9. **EQUITABLE COST RECOVERY by REDFLEX UPON TERMINATION WITHOUT CAUSE by the CITY.** In the event the City exercises its right to terminate this Agreement under Section 6.2, Redflex shall be entitled to a cancellation fee for each installed approach which reflects reimbursement of the direct labor costs and direct material costs (not including Equipment costs and salvageable material costs) solely associated with the installation of the Redflex Photo Red Light System at all Intersection Approaches where such system(s) have been installed prior to the effective date of Termination (the "Reimbursable Costs"). Redflex shall provide an itemization of the Reimbursable Costs, with supporting invoices and labor expense documentation, to the City within thirty (30) days of the completion of installation of the Redflex Photo Red Light System at each designated Intersection Approach. Said Reimbursable Costs are currently estimated to equal approximately \$50,000 to \$80,000 per Intersection Approach but, in no event, shall said amount exceed \$80,000 per Intersection Approach. For the purpose of this section, the cancellation fee shall be derived in accordance with the following formula:

The cancellation fee shall be derived in accordance with the following formula:

X = the number of months remaining in the Agreement

Y = the number of months of the Agreement

X/Y = the percentage of remaining Agreement

Z = the Reimbursable Costs per Installed Approach (not to exceed \$80,000)

$(X/Y) * Z$ = amount to be paid as cancellation fee

For example, if the Agreement ends on the last day of the 24th month and the Installed Approach was installed in month 12, the cancellation fee would be:

X = 36 (60 months – 24 months transpired under the Agreement).

Y = 60 (number of months of the Agreement).

Z = \$60,000 (value of reimbursable costs)

$X/Y * Z = (36/60 * \$60,000)$

Calculation of Fee = \$36,000

ITEM 9.4.

ATTACHMENT 2
Contract No. 2022-87

Exhibit "E"**Additional Rights and Obligations**

Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the Customer in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Redlight Photo Enforcement Program (actual print and production costs are the sole responsibility of the Customer).
2. The Customer shall not access the Redflex System or use the Redlight Photo Enforcement Program in any manner other than prescribe by law and which restricts or inhibits any other Person from using the Redflex System or the Redflex Photo Enforcement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Redflex Photo Enforcement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other Person to do any of the foregoing.
3. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Redlight Photo Enforcement Program.
4. Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, Redflex and the Customer shall obey any and all such rules and regulations.
5. The Customer shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.

EXHIBIT "F"**Insurance**

1. During the Term, Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:
 - Commercial General Liability Insurance. Commercial General Liability Insurance with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and property damage, Two Million Dollars (\$2,000,000) Products-Completed Operations Aggregate and Two Million Dollars (\$2,000,000) General Aggregate;
 - Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit each accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned, non-owned and hired by Redflex;
 - Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than Two Million Dollars (\$2,000,000) each and every claim and in the Aggregate; and
 - Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of California, and Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) each accident.
2. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
 - The Customer Parties shall be named as additional insureds with respect to the Commercial General Liability insurance; and
 - The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Customer Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Customer Parties shall be in excess, and not in contribution to, such insurance; and
 - Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Customer Parties, and such insurance policies shall state that such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
3. With respect to the insurance described in the foregoing Section of this Exhibit E, if any of the Redflex Parties are notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide 30 days written notice thereof to the Customer and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer

ITEM 9.4.**ATTACHMENT 2
Contract No. 2022-87**

- of the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer for such insurance. If the premium costs advanced by the Customer for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer upon receipt of written notice thereof.
4. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.
 5. Certificate of Insurance is incorporated and made part of this Agreement as Exhibit G.

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**ATTACHMENT 2
Contract No. 2022-87**

**EXHIBIT "G"
INSURANCE CERTIFICATE**

5172659.1

MEMORANDUM



ITEM 9.5.

DATE: August 1, 2022
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 1 WITH SIERRA NEVADA CONSTRUCTION, INC. IN THE AMOUNT OF \$103,616.61, WHICH INCREASES THE CONTRACT AMOUNT FROM \$609,007 TO AN AMOUNT NOT TO EXCEED \$712,623.61 FOR THE INTERNATIONAL DRIVE SURFACE TREATMENT PROJECT**

RECOMMENDATION

Adopt the Resolution

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract Change Order (CCO) No. 1 with Sierra Nevada Construction, Inc. in the amount of \$103,616.61, which increases the contract amount from \$609,007 to an amount not to exceed \$712,623.61 for the International Drive Surface Treatment Project.

BACKGROUND

Council approved Contract No. 2022-22 on February 22, 2022 for the International Drive Surface Treatment Project in the amount of \$609,007. The scope of services included pavement base repairs, crack and slurry seals, and new striping and pavement markings on International Drive from Mather Field Road to Sunrise Boulevard.

This change order covers additional dig-outs and repairs necessary to improve the rideability and safety of the roadway, as well as other changes listed in the attachment. The total value of CCO No. 1 is \$103,616.61, which is the final change order necessary to close out the project.

FISCAL IMPACT AND FUNDING SOURCE

The project has sufficient funds to cover CCO No. 1. There is no impact to the general fund.

ATTACHMENT(S)

1. Resolution
2. Contract Change Order No. 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDER NO. 1 WITH SIERRA NEVADA CONSTRUCTION, INC. IN THE AMOUNT OF \$103,616.61, WHICH INCREASES THE CONTRACT AMOUNT FROM \$609,007 TO AN AMOUNT NOT TO EXCEED \$712,623.61 FOR THE INTERNATIONAL DRIVE SURFACE TREATMENT PROJECT

WHEREAS, on February 22, 2022 the City awarded the International Drive Surface Treatment Project to the lowest responsive bidder, Sierra Nevada Construction Inc., in the amount of \$609,007(Contract 2022-22); and

WHEREAS, Contract Change Order No. 1, in the amount of \$103,616.61, covers additional dig-outs necessary to improve the rideability and safety of the roadway; and

WHEREAS, the scope of services included pavement base repairs, crack seal and slurry seals, and new striping and pavement markings on International Drive from Mather Field Road to Sunrise Boulevard; and

WHEREAS, Contract Change Order No. 1 exceeds the maximum amount the City Manager is authorized to approve; and

WHEREAS, the project has sufficient funds to cover Contract Change Order No. 1.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Change Order No. 1 with Sierra Nevada Construction, Inc. in an amount not to exceed \$103,616.61, and to increase the contract amount from \$609,007 to an amount not to exceed \$712,623.61 in a form approved by the City Attorney for the International Drive Surface Treatment Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of August, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

ITEM 9.5.
CITY OF RANCHO CORDOVA
PROJECT: INTERNATIONAL DR SURFACE TREATMENT PROJECT

ATTACHMENT 2
CITY CONTRACT NO. 2022-22
CONTRACT CHANGE ORDER NO. 1

To: Sierra Nevada Construction, Inc. You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, quantities and prices to be paid. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

Contractor directed to complete the installation of the additional and reduce quantities for the following bid items.

Extra Work at Bid Item

1 Item 1 – Type II Slurry Seal (Black Rock)	INCREASE: \$ 22,929.71
2 Item 4 – Arterial Base Repair (5.5" AC/20.5" AB)	INCREASE: \$ 153,368.00
3 Item 5 – Thermoplastic Striping Lane Line: Detail 12	INCREASE: \$ 8,287.90
4 Item 8 – Thermoplastic Striping Bike Lane: Detail 39	INCREASE: \$ 1,440.00
5 Item 9 – Thermoplastic Striping Intersection Bike Lane: Detail 39A	INCREASE: \$ 53.00
6 Item 11 – Thermoplastic Markings	INCREASE: \$ 3,888.00
7 Item 12 – Raised Pavement Markers	INCREASE: \$ 240.00

Work at Bid Item Reduced

1 Item 3 – Arterial Base Repair (5.5" AC/20.5" AB)	DECREASE: \$ (85,650.00)
2 Item 6 – Thermoplastic Striping Right Edge Line: Detail 27B	DECREASE: \$ (381.00)
3 Item 7 – Thermoplastic Striping Channelizing Line: Detail 38	DECREASE: \$ (329.00)
4 Item 10 – Thermoplastic Striping Lane Line Extension: Detail 40	DECREASE: \$ (230.00)

TOTAL COST OF CHANGE ORDER: \$ 103,616.61

Contract Summation:

Original Contract: \$ 609,007.00 Total Change Order: \$ 103,616.61 New Contract Cost Total: \$ 712,623.61

By reason of this order the time of completion will be adjusted as follows:

Recommend	Project Manager	
Approval by: _____	City of Rancho Cordova	Date: _____
	Public Works Director	
Approved by: _____	City of Rancho Cordova	Date: _____

We, the undersigned Contractor, have given careful consideration to the change proposed and all of its impacts, both direct and indirect, and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices and time extensions shown above.

Acceptance Date: _____	Contractor: _____
Signature: _____	Title: _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Original to: Contractor and City Clerk
Copies to: Project Manager

City Manager or Designee	Date
City of Rancho Cordova	

MEMORANDUM



ITEM 9.6.

DATE: August 1, 2022
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **A RESOLUTION DESIGNATING A VOTING DELEGATE AND ALTERNATES FOR THE 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE TO BE HELD SEPTEMBER 7-9, 2022 IN LONG BEACH, CALIFORNIA**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would designate Mayor Donald Terry as Voting Delegate and Council Member David Sander as Alternate Voting Delegate for the 2022 League of California Cities Annual Conference Business Meeting.

BACKGROUND

The 2022 Annual League of California Cities Conference is scheduled for September 7-9, 2022 in Long Beach, California. An important part of the Annual Conference is the Annual Business Meeting. At this meeting, the League membership considers and takes action on Resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DESIGNATING A VOTING DELEGATE AND VOTING ALTERNATES FOR THE 2022 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE AND BUSINESS MEETING

WHEREAS, the 2022 Annual League of California Cities Conference will be held September 7-9, 2022 in Long Beach, California; and

WHEREAS, in order to vote at the Annual Business Meeting, the City Council must designate its Voting Delegate and Voting Delegate Alternates.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that Mayor Donald Terry is designated as the City's Voting Delegate and Council Member David Sander as the Alternate Voting Delegate for the 2022 Annual League of California Cities Conference.

BE IT FURTHER RESOLVED that the City Clerk will submit a certified copy of this resolution to the League of California Cities by September 2, 2022.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of August, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.7.

DATE: August 1, 2022
TO: Honorable Mayor and Council Members
FROM: Cyrus Abhar, City Manager
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE FOURTH AMENDMENT TO THE FIRST RESTATED AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY AND MEYERS NAVE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Fourth Amendment to the First Restated Agreement for Legal Services ("Amended Agreement") with Meyers Nave. The Amended Agreement includes an increase to account for inflation.

BACKGROUND

Rancho Cordova and the region are experiencing the highest inflation in the history of the City. Over the last year, an inflation index commonly used by the City, the US Department of Labor Consumer Price Index for All Urban Consumers (CPI-U) San Francisco-Oakland-Hayward, increased by 6.8% from June 2021 to 2022, up from 5.0% from April 2021 to April 2022. Two other CPI indexes that are also relevant to legal and professional service wages have gone up even more. The CPI-U the US Department of Labor Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) San Francisco-Oakland-Hayward went up by 7.6% from June 2021 to June 2022. And the US Department of Labor Consumer Price Index for All Urban Consumers, West Region rose 8.8% from June 2021 to June 2022.

Meyers Nave has served as the City Attorney for Rancho Cordova since the City's incorporation in 2003. Meyers Nave's rates were last adjusted for inflation over a year ago, on June 7, 2021.

This Fourth Amendment would increase the City Attorney's current rates by 5% for general legal services (an increase lower than the most recent CPI), and 5% plus \$15 for non-general legal services, rounded to the nearest \$5 for each rate category.

The compensation adjustments apply only to the hourly rate for legal services. The total amount that the City pays for Meyers Nave's legal services is based upon budgets annually

adopted by the City Council in collaboration with the City Manager. Meyers Nave's services to the City have consistently been within the established budgets. Meyers Nave's total costs to the City over the years have remained stable, even as the City's population, General Fund revenues, and the services Meyers Nave helps provide have all significantly increased.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Fourth Amendment Agreement for Legal Services Meyers Nave

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE FOURTH AMENDMENT TO THE FIRST RESTATED AGREEMENT FOR
LEGAL SERVICES WITH MEYERS NAVE**

WHEREAS, Meyers Nave (“Meyers Nave”) was hired by the City to provide legal services as described in the Agreement for Legal Services dated February 24, 2003 (“Agreement”); and

WHEREAS, the City and Meyers Nave amended the Agreement on July 1, 2006, November 6, 2006, February 16, 2010, September 4, 2012 (by way of the First Restated Agreement), August 17, 2015, August 5, 2019 and June 7, 2021; and

WHEREAS, the City and Meyers Nave desire to update the Agreement, as set forth in this Fourth Amendment to the First Restated Agreement for Legal Services, to adjust compensation to reflect changes in inflation.

NOW, THEREFORE, the City Council of the City of Rancho Cordova hereby approves the Fourth Amendment to the First Restated Agreement for Legal Services and resolves that the Mayor is authorized to execute the Fourth Amendment to the First Restated Agreement for Legal Services between the City of Rancho Cordova and Meyers Nave, attached hereto as Exhibit A. The Fourth Amendment to the First Restated Agreement for Legal Services shall be effective, beginning with the August 2022 billing period.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 1st day of August, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

FOURTH AMENDMENT TO FIRST RESTATED AGREEMENT FOR LEGAL SERVICES

This Fourth Amendment to the First Restated Agreement for Legal Services (“Fourth Amendment”) is made and entered into as of August 1, 2022 by and between the City of Rancho Cordova, a municipal corporation, in the State of California, acting by and through its City Council, (hereinafter “City”) and Meyers, Nave, a professional corporation (hereinafter “Meyers Nave”).

RECITALS

WHEREAS, Meyers Nave was hired by the City to provide legal services as described in the initial Agreement for Legal Services dated February 24, 2003 (“Initial Agreement”).

WHEREAS, the City and Meyers Nave amended the Agreement for Legal Services on July 1, 2006, November 6, 2006, February 16, 2010, September 4, 2012 (by way of the First Restated Agreement for Legal Services, or “Agreement”), August 17, 2015, August 5, 2019, and June 7, 2021; and

WHEREAS, adjustments for inflation (CPI) have not been made since June 2021; and

WHEREAS, City and Meyers Nave now desire to amend the Agreement as set forth in this Fourth Amendment; and

WHEREAS, the City Council on August 1, 2022 authorized the Mayor to execute this Fourth Amendment on behalf of the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Section 4 of the Agreement, “Compensation,” is hereby amended to read as follows:

Compensation:

City shall compensate Meyers Nave on an hourly basis in accordance with the terms and conditions of this Agreement in the following amounts:

- a. For general City Attorney services, a rate of \$295 per hour for all attorneys except for Principals, who shall receive \$305 per hour. Paralegal services at a rate of \$150 per hour.
- b. For all special counsel services, a rate of \$345 per hour for attorneys. Paralegal services at a rate of \$160 per hour. Special counsel services include economic development, labor and employment and telecommunications.
- c. For litigation services, a rate of \$420 per hour for Senior Principals and Senior Of-Counsel Attorneys; \$385 for Junior Principals; \$345 for Senior Associates; and, \$295 for Junior Associates. Paralegal services at a rate of \$175 per hour.

ITEM 9.7.

**ATTACHMENT 2
Exhibit A to the Resolution**

- d. For cost-recovery services (all legal work chargeable to third party applicants of the City), a rate of \$395 per hour for Principals and Of Counsel; \$360 for Senior Associates; and \$340 for Junior Associates. Paralegal services at a rate of \$190 per hour.

The foregoing hourly rates shall be billed in tenths of an hour and shall include all necessary administrative support services such as secretarial, clerical and word processing costs. Other costs customarily advanced by an attorney on behalf of a client such as document duplication, facsimile charges, postage, and mileage shall not be separately billed, but shall be billed as a surcharge of 3% of each invoice. Costs such as expert fees, filing fees, deposition fees, court reporter fees, electronic research and similar costs shall be billed at cost without mark up or administrative charges. There shall be no charge for travel to regular City Council or regular City Staff meetings. Any travel costs charged shall be billed at one-half the applicable hourly rate.

Meyers Nave shall establish separate accounts and billing numbers for specific subject matters, municipal departments, distinct services and litigation in order to permit accurate accounting of legal costs associated with such separate matters. Billing narrative shall adequately describe the nature of the work performed, the billing attorney and the amount of time expended.

City shall establish by appropriate fee schedule, permit and processing fees adequate to reimburse City for legal costs incurred but reimbursable by third parties seeking entitlements, permits or licenses.

2. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the First Restated Agreement for Legal Services the day and year set below.

DATED: _____

Donald Terry, Mayor
City of Rancho Cordova

DATED: _____

Adam U. Lindgren, Principal
Meyers Nave

5171333.3

MEMORANDUM



ITEM 10.1.

DATE: August 1, 2022

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director
Dalia Fadl, Principal Engineer

SUBJECT: **A RESOLUTION DECLARING A PROTEST HEARING AND
AUTHORIZING THE MAILING OF PROPERTY OWNER BALLOT
RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER
UTILITY FEE FOR THE STONE CREEK VILLAGE PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the results of the property owner's protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Stone Creek Village project. The action also sets 1:30 p.m. on September 6, 2022 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

BACKGROUND

The Stone Creek Village project has a condition of approval which requires funding for operation and maintenance of the storm drainage system. This condition will be satisfied by the participation in the new Stormwater Utility Fee for storm drainage and flood protection services which is the subject of tonight's action.

The property owner of the Stone Creek Village project has requested the City annex the project to the City's Stormwater Utility Fee pursuant to the California Health and Safety Code Section 5471 et seq. to provide the method of financing for storm drainage and flood protection services required to meet the conditions.

On July 18, 2022, Council adopted a resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and designated August 1, 2022, at 5:30 p.m. as the time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Stone Creek Village project.

DISCUSSION

The property owner has submitted a petition and waiver for the City to institute the proceedings to participate in the Stormwater Utility Fee. This annexation to the Stormwater Utility Fee will include the project generally known as the Stone Creek Village project, see Attachment 2. The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection systems.

Attachment 1 is the Resolution declaring the results of the property owner protest and authorizing the mailing of the property owner ballot, as required by Article XIII D of the California Constitution (also known as Proposition 218). The Resolution sets forth the tabulation of ballots on September 6, 2022, at 1:30 p.m. in the office of the City Clerk. The results of the mailed ballot election will be presented to City Council at their regularly scheduled meeting on October 3, 2022, and additional actions will be recommended based on the ballot results.

A "Rate Analysis Report" was approved by City Council on September 4, 2014, by Resolution 103-2014 setting Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel, see Attachment 3. The maximum annual fee will increase each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics. A sample of the Stormwater Utility Fees for Fiscal Year 2022-2023 are summarized in Attachment 4.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact to the City's General Fund. Funds collected by this fee will pay for maintenance of storm drainage and flood protection systems.

ATTACHMENT(S)

1. Resolution
2. Annexation Boundary Map
3. Stormwater (SWU) Rate and Analysis Report
4. Stormwater Utility Fee- Rate Sheet FY22-23

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE PROPERTY OWNER PROTEST AND AUTHORIZING THE MAILING OF A PROPERTY OWNER BALLOT RELATING TO THE IMPOSITION OF AN ANNUAL STORMWATER UTILITY FEE FOR THE STONE CREEK VILLAGE PROJECT

WHEREAS, this Council has received petitions and waivers from the owners of not less than 100% of the area of land proposed to be annexed into the Stormwater Utility Fee; and

WHEREAS, on July 18, 2022, the City Clerk caused a notice of the time and place of the hearing thereon and on the proposed annexation to the Stormwater Utility Fee to be published and such public hearing was opened on August 1, 2022; and

WHEREAS, the Council adopted Resolution 103-2014 approving a written report entitled, "Rate Analysis Report", dated September 4, 2014 (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, this Council adopted a resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and set the date of public hearing; and

WHEREAS, this Council has conducted the public hearing and all interested persons have been afforded the opportunity to be heard, and the City Council has considered all protests against the annexation to the Stormwater Utility Fee; and

WHEREAS, there was no majority protest of the owner of the Identified Parcels subject to the Proposed Stormwater Utility Fee.

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

1. The foregoing recitals are true and correct.
2. The City Clerk is hereby authorized and directed to mail a property owner ballot in accordance with law and the Procedures.
3. The date of the ballot tabulation shall be September 6, 2022 at 1:30 pm.
4. The date of the Council Meeting to report the results of the mailed ballot election shall be October 3, 2022 at 5:30 or as soon thereafter as the matter may be heard.
5. The City Council hereby designates Elizabeth Sparkman, Community Development Director,

ITEM 10.1.

ATTACHMENT 1

telephone number, (916) 851-8714 to answer inquiries regarding the ballot proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 1st day of August 2022 by the following vote:

AYES:

NOES:

ABSENT:

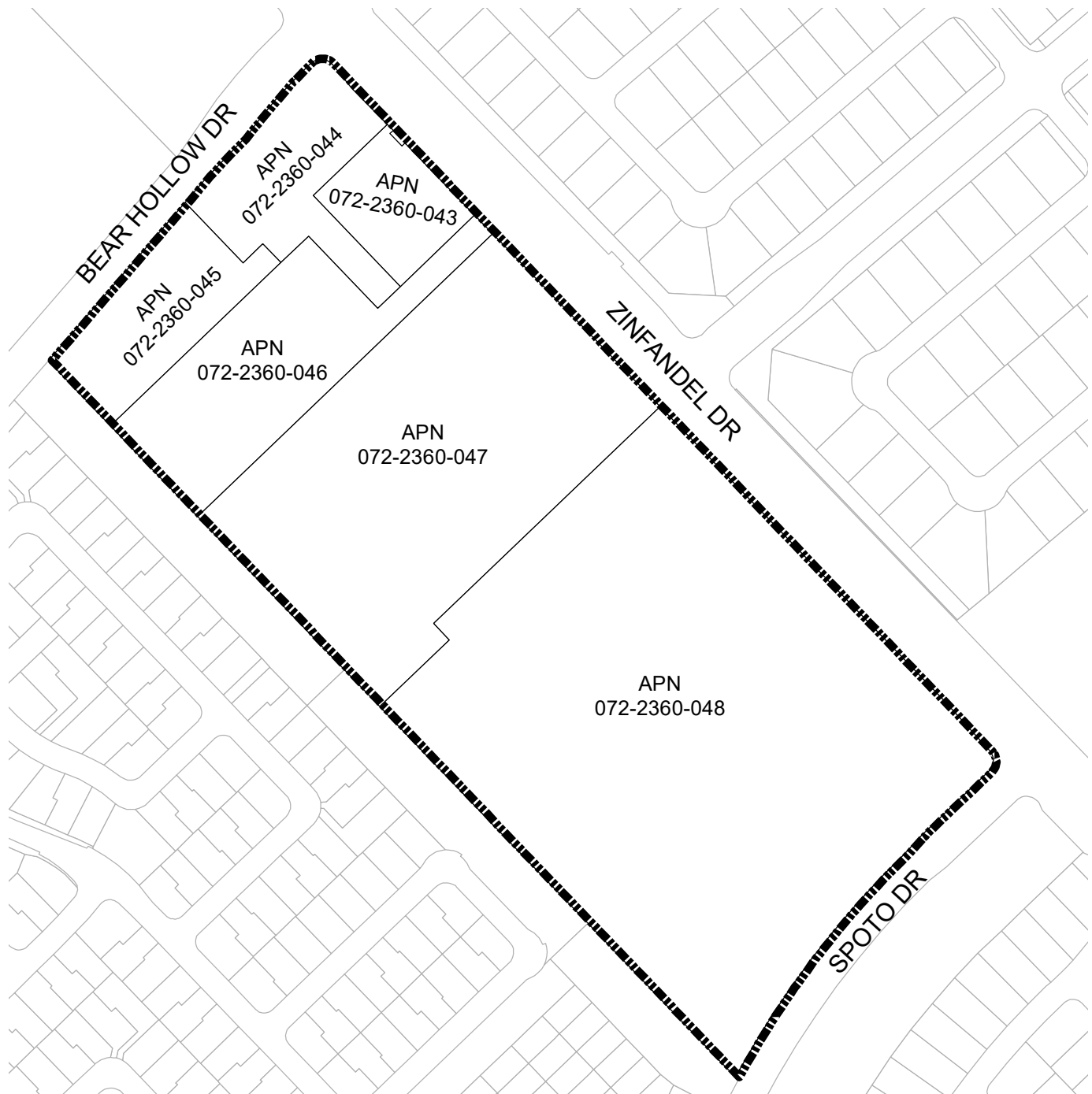
ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 32
(STONE CREEK VILLAGE)

**Legend**

-  Annexation Boundary
-  Parcel Boundary



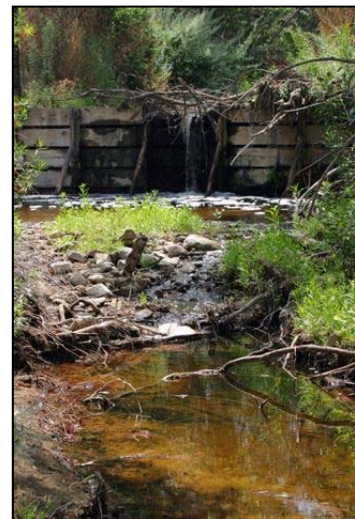
Rate Analysis Report

for the

Stormwater Utility Fee

For the

City of Rancho Cordova



August 7, 2014

Introduction

The City of Rancho Cordova (City) is detaching from the County of Sacramento fee and is creating their own Stormwater Utility Fee, which is being levied per the California Health and Safety Code Section 5471 et seq.

The purpose of this Rate Analysis Report is to:

- Review the Stormwater Utility Fee and improvements to be funded.
- Review the requirements of Article XIID of the State Constitution (Proposition 218) relating to requirements for apportioning the costs associated with the City's stormwater runoff system.
- Analyze and recommend an appropriate rate structure and provide estimated rates based on cost data information provided by the City.

Proposition 218 Requirements

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

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

Background Information

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

The responsibility for implementing various NPDES permits in the State of California has been delegated to the State Water Resources Control Board (SWRCB). The SWRCB administers NPDES authority through its nine Regional Boards. As an NPDES permittee, the City is required to manage stormwater pollution within its jurisdiction.

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

Based on the 2030 General Plan and current specific plan areas, Rancho Cordova is expected to develop as shown in Table 1 below. The proposed boundary for the stormwater utility is shown in Appendix A.

Table 1 – Land Use

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

A more detailed land use table by development area is shown in Appendix D.

This development is expected to require significant stormwater drainage and flood control facilities. Based on the development area and improvements that were required in four (4) recent developments

within the County of Sacramento, Table 2 summarizes the improvements that are expected once development is complete.

Table 2 – Expected Improvements

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

Services Funded

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

1. Administration and oversight of the requirements set forth in the NPDES permit to City departments, developments, and local agencies.
2. Respond to and investigate incidents of illicit discharges and illegal connections to the storm drain system.
3. Periodically inspect facilities for proper handling of materials, chemicals, pollutants, garbage, waste, and debris and prevent any discharges to the storm drain system.
4. Regularly clean and maintain catch basins, the flowline, and storm drainage facilities.
5. Installation and maintenance of water quality devices required to keep pollutants out of the storm drain system.
6. Discourage illegal dumping or discharge of pollutants into the storm drain system by stenciling all City-owned catch basins with a "No Dumping" message.
7. Augment public education and outreach programs in regards to the proper use and function of the storm drainage system and the receiving waters.

8. Develop programs to promote, publicize, and facilitate public reporting of illicit discharges to the storm drain system.
9. Encourage the proper disposal of household hazardous waste (HHW) to prevent the improper disposal to the storm drain system or to the sewer system.
10. Discourage the improper disposal of litter, garden clippings, leaves, and pet waste into the street or the storm drain system.
11. Capital replacement of storm drainage and flood control improvements at the end of the expected useful life for such improvements.

Rate Structure Analysis

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

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

and

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

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

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

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

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

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

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

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

Single Family Residential Parcels

As a SFR property increases in size over the median parcel size, the typical percentage of impervious area decreases, as shown in Appendix B. Conversely, as a SFR parcel decreases in size below the median parcel size, the typical percentage of impervious area increases, and such increase is typically proportional to the decrease in size. Therefore, SFR properties are separated into five (5) groups. The median parcel area for each group was used and their DMUs are calculated as follows:

<u>SFR Category</u>	<u>DMU/ Formula</u>
SFR1 – SFR parcels 0.16 acres or less	1.00 DMU
SFR2 – SFR parcels 0.17 - 0.25 acres	1.10 DMUs
SFR3 – SFR parcels 0.26 – 0.33 acres	1.175 DMUs
SFR4 – SFR parcels 0.34 – 0.50 acres	1.25 DMUs
SFR5 – SFR parcels greater than 0.50 acres	$1.25 + \frac{[(\text{acres} - 0.50) \times 5\%]}{0.0800} = \text{DMUs}$

Multi-Family Residential Parcels

Multi-Family Residential (MFR) units (including condominiums) are split into categories by the density, or number of dwelling units per acre (DU/Ac) as follows:

<u>MFR Category</u>	<u>Density</u>	<u>% Impervious</u>
MFR1 - High Density	Greater than 18 DU/Ac	75%
MFR 2 - Med Density	10 – 18 DU/Ac	70%

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

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

Non- Residential Parcels

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

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

All parcels draining into Rancho Cordova Stormwater Utility Fee-maintained drainage infrastructure are proposed to be charged the same user fee rate per DMU for stormwater runoff treatment. The Rancho Cordova Stormwater Utility Fee is proposed in perpetuity.

For the purposes of this report, City-maintained drainage infrastructure includes streets, pipes, inlets, outlets, and natural drainage courses. Parcels related to these types of property uses are exempt from the runoff charge, as they are part of the infrastructure being funded. Also exempt from the runoff charge is Caltrans right-of-way, because Caltrans handles its own runoff under a separate NPDES permit.

Drainage units may be adjusted based on appeal from the property owner. See the Appeals Process below.

Table 3, below, provides a preliminary summary of DMUs for the various land uses in Rancho Cordova.

Table 3 – Drainage Measurement Unit Summary Table

Landuse Description	Number of Units	Total Area (acres)	Impervious Area (acres)	DMUs
SINGLE FAMILY RESIDENTIAL (SFR1)	15,107	2,028		15,107.00
SINGLE FAMILY RESIDENTIAL (SFR2)	13,790	2,776		15,169.00
SINGLE FAMILY RESIDENTIAL (SFR3)	14	4		16.45
SINGLE FAMILY RESIDENTIAL (SFR4)				-
SINGLE FAMILY RESIDENTIAL (SFR5)				-
MULTI-FAMILY RESIDENTIAL (MFR1)	6,082	282		2,639.06
COMMERCIAL		666	499	6,240.00
INDUSTRIAL		283	226	2,830.00
SCHOOLS		478	239	2,985.00
PRIVATE RECREATION		63	16	195.31
PARKS/GREENBELTS		561	140	1,752.47
PUBLIC		51	15	190.13
TOTAL	34,993	7,190		47,124

Cost Estimate

Table 4 below shows the estimated costs to maintain infrastructure in the developing areas. Unit costs for maintenance were derived using budget information provided by the County, since the County currently maintains the storm drainage system. The budget information is shown in Appendix C.

Table 4 – Estimated Costs

	Estimated Quantity	Unit	Cost (\$/unit)	Frequency	Total Cost/Year
Maintenance Costs:					
Trunk Lines (larger than 24") - TV Lines	158210	LF	\$ 7.50	25 years	\$ 47,463.00
Drainage Lines 10"-24" Cleaning	829850	LF	\$ 3.00	10 years	\$ 248,955.00
Drainage Lines 10"-24" TV	829850	LF	\$ 7.50	25 years	\$ 248,955.00
Creek and Channel Maintenance and Repair	65070	LF	\$ 0.75	1 year	\$ 49,009.83
Pipe Repairs	998920	LF	\$ 0.45	1 year	\$ 451,380.43
Creeks and Channels Mowing	80	AC	\$6,825	1 year	\$ 546,000.00
Creeks and Channels Herbicides	80	AC	\$680	1 year	\$ 54,400.00
HydroMod Basin Maintenance	320	AC	\$4,830	1 year	\$ 1,545,600.00
Basin De-silt	320	AC	\$1,000	25 years	\$ 12,800.00
Basins Herbicides	320	AC	\$761	1 year	\$ 243,360.00
Replacement Costs:					
Inlets	6400	EA	\$2,000	75 years	\$170,667
Manholes	4460	EA	\$3,500	75 years	\$208,133
66" Pipe	3950	LF	\$550	100 years	\$21,725
60" Pipe	10280	LF	\$475	100 years	\$48,830
54" Pipe	11140	LF	\$400	100 years	\$44,560
48" Pipe	10210	LF	\$325	100 years	\$33,183
42" Pipe	28620	LF	\$275	100 years	\$78,705
36" Pipe	42420	LF	\$225	100 years	\$95,445
30" Pipe	51050	LF	\$175	100 years	\$89,338
27" Pipe	540	LF	\$150	100 years	\$810
24" Pipe	91960	LF	\$125	100 years	\$114,950
21" Pipe	2230	LF	\$115	100 years	\$2,565
18" Pipe	100300	LF	\$105	100 years	\$105,315
15" Pipe	101300	LF	\$95	100 years	\$96,235
12" Pipe	529890	LF	\$85	100 years	\$450,407
10" Pipe	4170	LF	\$75	100 years	\$3,128

Total: \$5,011,917

Annual Fee Administration: \$45,000

Operating (Cash Flow) Reserve (10% of Maintenance Costs): \$344,792

Estimated Total: **\$5,401,709**

Fee Calculations

The estimated annual costs for the proposed storm drain improvements are \$5,401,709 as shown in Table 4 above. Dividing that by the total number of proposed DMU's in Rancho Cordova (47,124), the maximum estimated annual Stormwater Utility Fee rate is **\$114.63 per DMU**.

This would be the proposed maximum fee rate for fiscal year 2014-15. The maximum rate will be increased each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued, as determined by the Director of Public Works).

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

Table 5 provides sample fee calculations for various land uses and parcel sizes.

Table 5 – Sample Calculations

Land Use Description	Total Area (acres)	Impervious Area (acres)	DMUs	Sample Fee
SINGLE FAMILY RESIDENTIAL (SFR1)	0.16		1.000	\$ 114.63
SINGLE FAMILY RESIDENTIAL (SFR2)	0.22		1.100	\$ 126.09
SINGLE FAMILY RESIDENTIAL (SFR3)	0.30		1.175	\$ 134.69
SINGLE FAMILY RESIDENTIAL (SFR4)	0.40		1.250	\$ 143.28
SINGLE FAMILY RESIDENTIAL (SFR5)	1.00		1.563	\$ 179.10
MULTI-FAMILY RESIDENTIAL (MFR1)	5.00	3.75	46.875	\$ 5,373.12
COMMERCIAL ¹	1.00	0.75	9.375	\$ 1,074.62
INDUSTRIAL	1.00	0.80	10.000	\$ 1,146.27
SCHOOLS	5.00	2.50	31.250	\$ 3,582.08
PRIVATE RECREATION	1.00	0.25	3.125	\$ 358.21
PARKS/GREENBELTS	2.00	0.20	2.500	\$ 286.57
PUBLIC	2.00	0.60	7.500	\$ 859.70

¹ Average of Downtown and Neighborhood Commercial as shown in Appendix B

The Preliminary Charge Roll, which is a listing of each parcel to be charged a fee and its proposed maximum fee for FY 2014-15, is on file in the office of the City Clerk.

Appeals Process

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

- Property owner must provide written documentation explaining the reason why the charge should be changed. This documentation must include:
 - The name, phone number, mailing address, and email address, if available, of the property owner.
 - The Assessor's Parcel Number (APN) of the property in question.
- If additional documentation is required or insufficient documentation was submitted, a representative of the Department of Public Works (Staff) will notify the property owner in writing.
- Once Staff has determined that sufficient documentation has been submitted, Staff will perform the initial review. Staff will notify the property owner in writing within four (4) weeks from the time sufficient documentation was submitted as to whether or not the fee amount will be changed.
 - If the determination is to change the fee amount, then the new fee amount will be documented within the City's fee database.

- b. If the determination is that the fee should not be changed, the property owner can appeal Staff's decision to the Director of Public Works. The appeal must be made in writing and returned no later than four (4) weeks from the date of mailing of Staff's initial review decision. The Director of Public Works will notify the property owner in writing within four (4) weeks from the date of receipt of the appeal as to whether or not the fee amount will be changed.

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

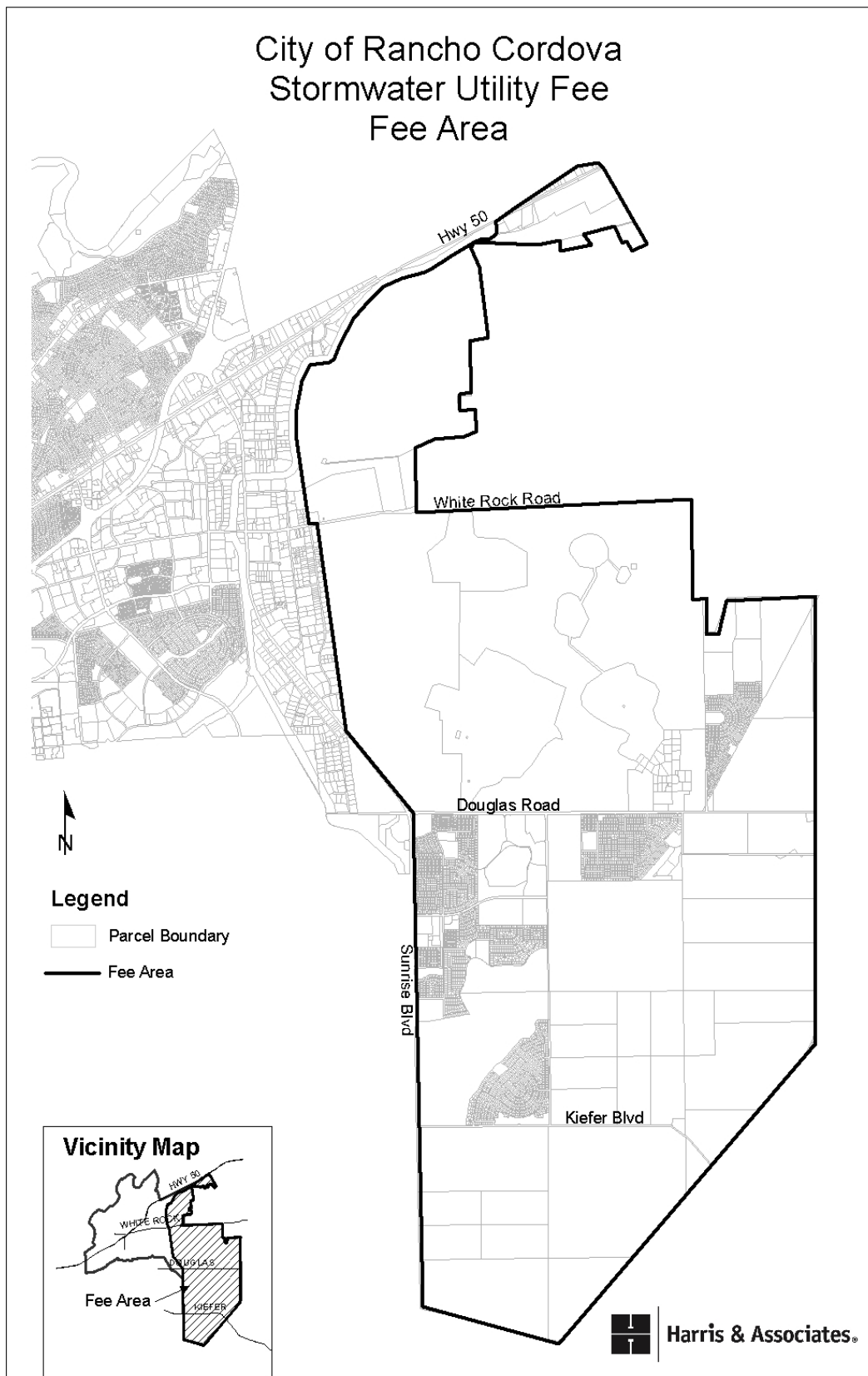
Appeals will be accepted annually up until June 30 for inclusion on the following fiscal year's property tax roll submittal. However, if an appeal is granted by Staff or the Director of Public Works that does not permit inclusion for the following fiscal year's property tax roll submittal, a reimbursement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

Respectfully submitted:

Harris & Associates

Dennis A. Anderson
Senior Project Manager

APPENDIX A



APPENDIX B

Runoff Coefficient

Land Use	Impervious
Single Family Residential less than 0.166 acres	50%
Single Family Residential 0.166 acres to 0.250 acres	40%
Single Family Residential 0.251 acres to 0.330 acres	30%
Single Family Residential 0.331 acres to 0.500 acres	25%
Single Family Residential Over 0.500 acres (excluding the first 0.500 acres)	5%
High-Density Residential (including Apartments and Mobile Home Parks)	75%
Condominiums	70%
Commercial Downtown Areas ¹	80%
Commercial Neighborhood Areas	70%
Industrial	80%
Schools	50%
Parks	25%
Greenbelts	10%

Footnotes:

¹ City of Rancho Cordova Municipal Code Chapter 15.

Sources:

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

Appendix C

Cost Information

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Pipe Repair Costs

Budget Classification		Repair Type	Actual Expenditures for FY 11/12	FY 13/14 Budget
County North				
	OCUO	Drain Line Upgrade or Repair	\$ 630,912.90	\$ 630,912.90
	OFFO	Fence Repair	\$ 19,343.41	\$ 19,343.41
	OHKO	Inlet Outfall Repair	\$ 455,724.02	\$ 455,724.02
	OMSO	Erosion Control	\$ 26,189.60	\$ 26,189.60
	OY8O	Manhole Repair	\$ 63,362.44	\$ 63,362.44
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	36.39%	\$ 435,026.56	\$ 435,026.56
		Total Budget=	\$ 1,630,558.93	\$ 1,630,558.93
County South				
	OCUO	Drain Line Upgrade or Repair	\$ 105,317.24	\$ 105,317.24
	OFFO	Fence Repair	\$ 35,802.01	\$ 35,802.01
	OHKO	Inlet Outfall Repair	\$ 214,660.90	\$ 214,660.90
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 8,585.40	\$ 8,585.40
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 85,667.45	\$ 85,667.45
		Total Budget=	\$ 450,033.00	\$ 450,033.00
Rancho Cordova				
	OCUO	Drain Line Upgrade or Repair	\$ 222,809.74	\$ 229,850.53
	OFFO	Fence Repair	\$ 26,326.14	\$ 27,158.05
	OHKO	Inlet Outfall Repair	\$ 224,877.26	\$ 231,983.38
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 4,498.84	\$ 4,641.00
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 112,504.88	\$ 116,060.03
		Total Budget=	\$ 591,016.86	\$ 609,692.99
Total LF of Pipes				
		County	7,865,755	7,865,755
		Rancho Cordova	1,349,271	1,349,271
Cost/LF of pipe for Repairs				
		County	\$ 0.26	\$ 0.26
		Rancho	\$ 0.44	\$ 0.45

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Creek and Channel Cleaning

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
County	OCCO	Inspect Channels	\$ 149,684.06	\$ 149,684.06
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 203,337.83	\$ 203,337.83
	OF8O	Sandbag Distribution	\$ 5,184.60	\$ 5,184.60
	OFCO	Drainage Response	\$ 82,451.66	\$ 82,451.66
	OFDO	Concrete Channel Cleaning Bobcat	\$ 552,150.54	\$ 552,150.54
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ 191,840.84	\$ 191,840.84
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ 2,720.90	\$ 2,720.90
	OMRO	Channel Cleaning Mechanical	\$ 49,087.50	\$ 49,087.50
	OORC	Rodent Control	\$ 32,695.06	\$ 32,695.06
	OTVD	Tree Removal	\$ 79,463.44	\$ 79,463.44
	OVDO	Dry Spoil Dumping	\$ 8,137.34	\$ 8,137.34
	OWCO	Weed Control Chemical		
	Overhead	36.39%	\$ 493,691.29	\$ 493,691.29
	Total Budget=		\$ 1,850,445	\$ 1,850,445
County	OCCO	Inspect Channels	\$ 1,797.15	\$ 1,797.15
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ -	\$ -
	OF8O	Sandbag Distribution	\$ 2,464.80	\$ 2,464.80
	OFCO	Drainage Response	\$ 1,293.11	\$ 1,293.11
	OFDO	Concrete Channel Cleaning Bobcat	\$ 144,294.58	\$ 144,294.58
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ 57,345.54	\$ 57,345.54
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ 32,935.75	\$ 32,935.75
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ 214,736.46	\$ 214,736.46
	OVDO	Dry Spoil Dumping	\$ -	\$ -

ITEM 10.1.

ATTACHMENT 3

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 106,945.71	\$ 106,945.71
		Total Budget=	\$ 561,813	\$ 561,813
Rancho Cordova	OCCO	Inspect Channels	\$ -	\$ -
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 413.30	\$ 413.30
	OF8O	Sandbag Distribution	\$ -	\$ -
	OFCO	Drainage Response	\$ -	\$ -
	OFDO	Concrete Channel Cleaning Bobcat	\$ 65,905.39	\$ 65,905.39
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ -	\$ -
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ -	\$ -
	OVDO	Dry Spoil Dumping	\$ -	\$ -
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 15,592.45	\$ 15,592.45
		Total Budget=	\$ 81,911	\$ 81,911
Total LF of Channels				
		Rancho Cordova (unlined)	74,628	74,628
		Rancho Cordova (lined)	37,562	37,562
		Total Rancho Cordova	112,189	112,189
		County (unlined)	1,677,768	1,677,768
		County (lined)	216,153	216,153
		Total County	1,893,920	1,893,920
Cost/LF of Channel for Cleaning:				
		County	\$ 1.27	\$ 1.27
		Rancho	\$ 0.73	\$ 0.75

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

ITEM 10.1.

ATTACHMENT 3

County of Sacramento/City of Rancho Cordova Current Storm Drain Maintenance Costs

Activity	Size/Location	Cost/LF	Frequency	Notes
Pipes/Channels				
Hydro Cleaning	6"-24"	\$ 3.00	10 years	
TV Lines	all	\$ 7.50	25 years	
Creek and Channel Cleaning	Rancho	\$ 0.75	each year	Within SWU Budget
	Sac County	\$ 1.27		
Pump Maintenance	Covered within budget			Per County Staff Assume no pumps in new areas.
Repairs	2 crews year round	SWU funds support this		
Hydromod Basin		cost/ac		
Maintenance		\$ 4,830.00	annul	see detailed estimate
Herbicides		\$ 325.00	2 x's/year	
Additional costs				
Pesticide Control Advisor		\$ 20,000.00	annually	
Engineering admin support with regulatory agencies		10%	of maint costs/year	
Supervisors and managers		5%	of maint costs/year	

Hydromod Basin Maintenance

Basin Maintenance Costs	Cost per Acre
Trash Clean-up and Disposal (4 x's/year)	\$ 1,200
Mowing (2 x's/year)	\$ 200
Inspection 4 x's/year	\$ 1,600
Erosion Repair	\$ 800
Vegetation and Landscape Maintenance	\$ 800
Sub-total	\$ 4,600
Over-head Mark-up (5%)	\$ 230
Total Cost	\$ 4,830

Inspection Includes: Examine gates, fences and access ramp for damage and overgrown vegetation, check basin slopes for erosion, excess vegetation, debris and animal burros, check flow line for excess vegetation and sediment, check for erosion at water line, large/floating debris, and excess vegetation. Check for debris, creacks and instructure, and erosion at inlets and outlets. Also check access control racks for debris and to snrue they are locked and secured. Check riprap at inlet weir

Appendix D

Detailed Land Use Data

		Arista Del Sol		Arboretum		Douglas 98		Douglas 103		Grantline 208		Montelena		Rio Del Oro		Suncreek		The Ranch (Sunridge)		Sunridge Lot J		Westborough		North Douglas II		Heritage Falls		Anatolia IV		Anatolia		Sunridge				
	Land Use/ Zoning Description	AC	Units	AC	Units	AC	Units	AC	Units	AC	Units	AC 2012	Units 2012	AC	Units	AC 2013	Units 2012		AC 2013	Units 2012	Est.	Units 2013	AC	Units	AC	Units	AC	Units	AC	Units	GIS AC	GIS Units	GIS AC	GIS Units	Total Acres	Total Units
Residential:																																				
LDR	SF (2.1-6.0 DU/AC)	35.3	176	144.8	698			3.7	14	44.7	276	71.4	388	1,518.5	7,593	179.4	899		142.3	694	35.8	179	347.2	1,580	17.70	153.00	72.20	303.00	21.60	203.00					2,635	13,156
	MD (6.1-12 DU/AC)															321.5	2,524																	322	2,524	
MDR	MD (6.1-18.0 DU/AC)	83.8	556	290.0	2,334 ^a	94.2	528	28.2	287	42.8	227	54.4	402	256.0	2,048	43.7	286 ^c		105.4	685	17.5	192	146.8	1,389			92.10	525.00			450.8	2,831	146.4	941	1,852	13,231
	MD (14.0-29.9 DU/AC)			60.4	885																													60	885	
HDR	HD (18.1-40.0 DU/AC)													98.0	1,960	44.2	980		12.2	378 [*]			30.4	922			6.80	132.00							192	4,372
	HD (30+ DU/AC)			29.5	825																													30	825	
	Residential Total	119.1	732	524.7	4,742	94.2	528	31.9	301	87.5	503	125.8	790	1,872.5	11,601	588.8	4,689		259.9	1,757	53.3	371	524.4	3,891	17.7	153	171	960	22	203	450.8	2,831	146.4	941	5,090	34,993
Non-Residential:																																				
VC	Village Commercial			16.9				19.5				16.6		20.0		22.0		13.5					93.3												202	
LTC	Local Town Center			30.4										20.0									83.5												134	
RTC	Regional Town Center			0.9										113.0		58.4																			172	
BP	Business Park	6.6		65.0										86.0																					158	
MP	Industrial Park													283.0																					283	
Education:																																				
HS/MS	High School/Middle School			72.6										78.0		110.9 ^b							94.0 ^b												356	
MS	Middle School													20.0																					20	
ES	Elementary School			21.2						10.6				54.0													5.50			10.8					102	
Open Space & Public:																																				
CP	Community Park	11.4		60.7						7.8				107.0		44.9		29.3					52.3												313	
P/QP	Public/Quasi Public			2.0								3.2		7.5		12.3							10.6												37	
NP	Neighborhood Park	3.1		3.8		8.2		5.2		3.4		20.8		67.5		17.0		8.6		6.4					0.71		17.20		3.70		21.2		7.0		194	
SWD	Storm Water Detention	4.0								15.0		9.6		39.0		53.5		24.3							4.00		17.40				9.5		9.6		186	
WP	Wetland Preserve	55.8						43.8		81.0		54.5		510.0																					745	
DP	Drainage Parkway													138.0		5.0							104.6				15.30				7.2			270		
PR	Private Recreation													54.0													4.20							63		
OS	Open Space			144.5										22.0											0.60		0.80								168	
OS/P	Open Space/Preserve													12.0		45.6		174.0					47.7											279		
LC	Landscape Corridors	1.1				2.8								82.0		19.2											2.70		1.30		13.4		0.7		123	
GB	Green Belts							2.6						51.0																					54	
ROW	Right-of-way	9.5		104.3				8.5		5.3		22.4		192.0		82.6		20.5		14.5			127.1				6.90		2.20						596	
BR/WP	Reservoir / Wetland Preserve			302.8												205.1									19.80										528	
S	Sewer Lift Station / Utility Substation			1.0																											6.6		6.4		14	
	Vacant (unknown dev plan)																													567.4		27.3			595	
	Total Non-residential	91.5		826.1		11.0		79.6		123.1		127.1		1,956.0		676.5		270.2		20.9			613.1		25.1	0.0	70.0	0.0	7.2	0.0	634.3		58.2		5,590	
	Total Residential & Non-Res	210.6	732.0	1,350.8	4,742.0	105.2	528.0	111.5	301.0	210.6	503.0	252.9	790.0	3,828.5	11,601.0	1,265.3	4,689.0		530.1	1,757.0	74.1	371.0	1,137.5	3,891.0	42.8	153.0	241.1	960.0	28.8	203.0	1,085.1	2,831.0	204.6	941.0	10,680	

Notes: All data is from recent plans received in Nov 2013 unless specified otherwise.
^a Arboretum has 2 MD residential classifications. The first line is for 6.1-13.9 DU/AC (instead of 6.1-18)
^b Acreage for all schools
^c Suncreek has 2 MD residential classifications. The second line is for 12.1-18 DU/AC (instead of 6.1-18)

Includes April 2012
Amendment

AC estimated

Stormwater Utility Fee

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

Table 1

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

MEMORANDUM



ITEM 12.1.

DATE: August 1, 2022
TO: Honorable Mayor and Council Members
FROM: Maria Kniestedt, Communications and Public Affairs Director
SUBJECT: **COMMUNICATIONS DIVISION UPDATE FISCAL YEAR 2021/22
INSIGHTS, FISCAL YEAR 2022-23 PLANS**

RECOMMENDATION

Provide communications update and answer Council questions.

RESULT OF RECOMMENDED ACTION

Provide an understanding of 2021 communications successes/insights, as well as FY 2022/23 strategic communications recommendations.

BACKGROUND

Annually, the city's communications team presents an update to the City Council.

The goal of the 2022 update is to provide Council with a review of:

- 2021/22 communications activities
- Data and insights from 2021/22
- High-level overview of FY 2022/23 of both foundational and proactive strategic communications recommendations

FISCAL IMPACT AND FUNDING SOURCE

No fiscal impact.

ATTACHMENT(S)

1. 2022 Communications Update PPT for Council Meeting

CITY OF
RANCHO CORDOVA
EST. 2003

COMMUNICATIONS UPDATE

FY 2021/22 Insights, FY 2022/23 Plans



CityofRanchoCordova.org

Communications & Public Affairs Team

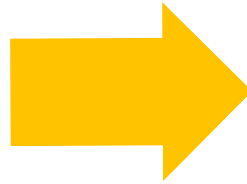
- **August 2022**
Communications
Update
- **October 2021**
Community
Engagement Update
- **December 2022**
Legislative Update



Overview of Tonight's Presentation

**FY
2021/22**

- Video Snapshot
- Findings & Insights



**FY
2022/23**

- Strategy
- Goals
- Key Proactive Projects

FY 2021/22 Video Snapshot



City Communications Goals

- Foundational + Proactive
- Strategic
- Outcome-driven
- Measurable
- Insight-focused



FY 2021/22 Findings & Insights

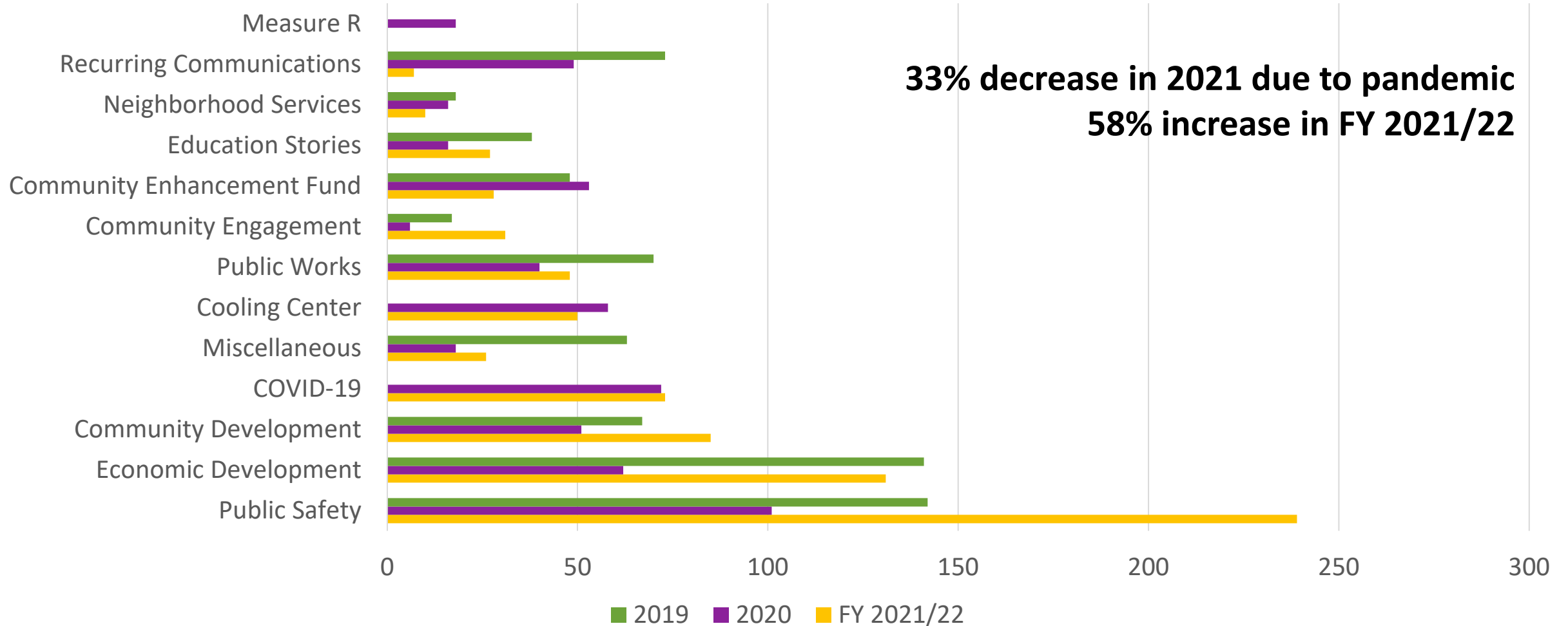
FY 2021/22 Metrics:

- Media Relations
- City Social Media
- RCPD Social Media
- Digital Content
- Websites



FY 2021/22 in Review: Media Relations

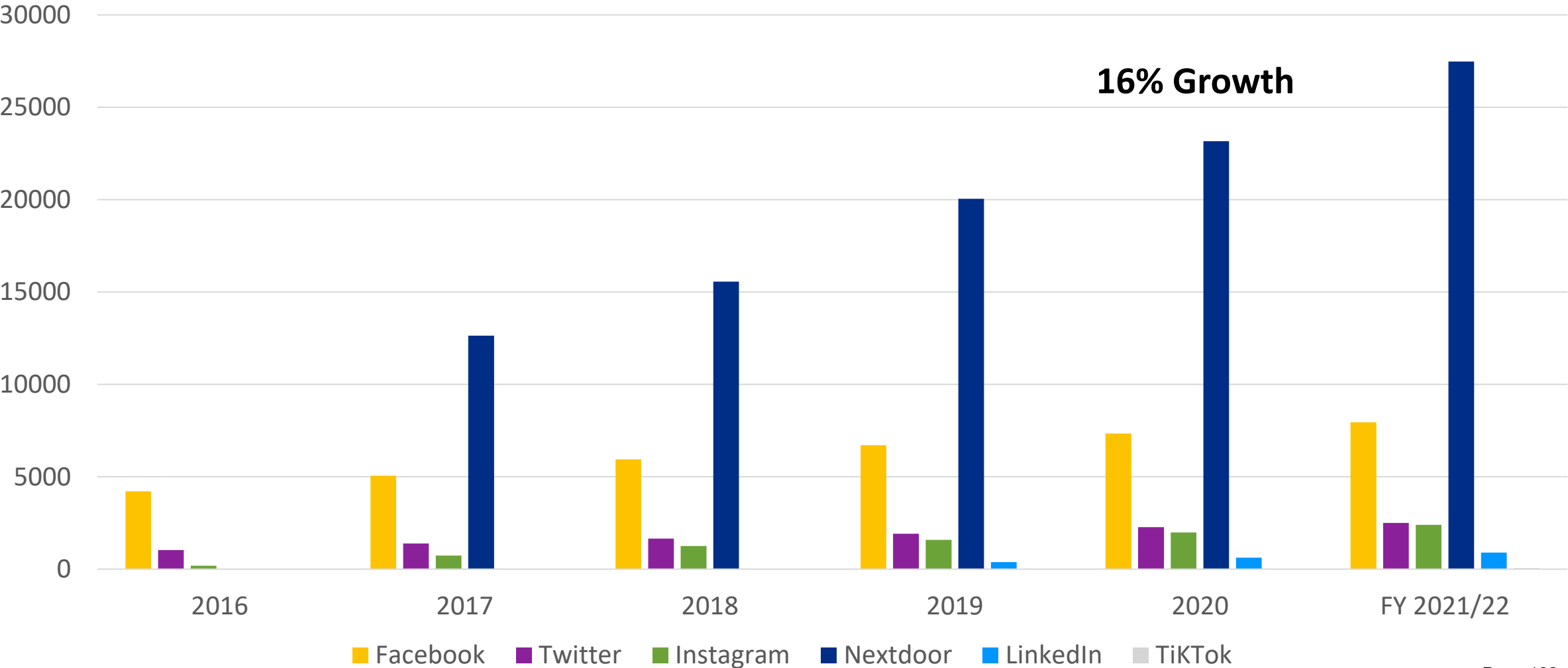
City-Generated Categories



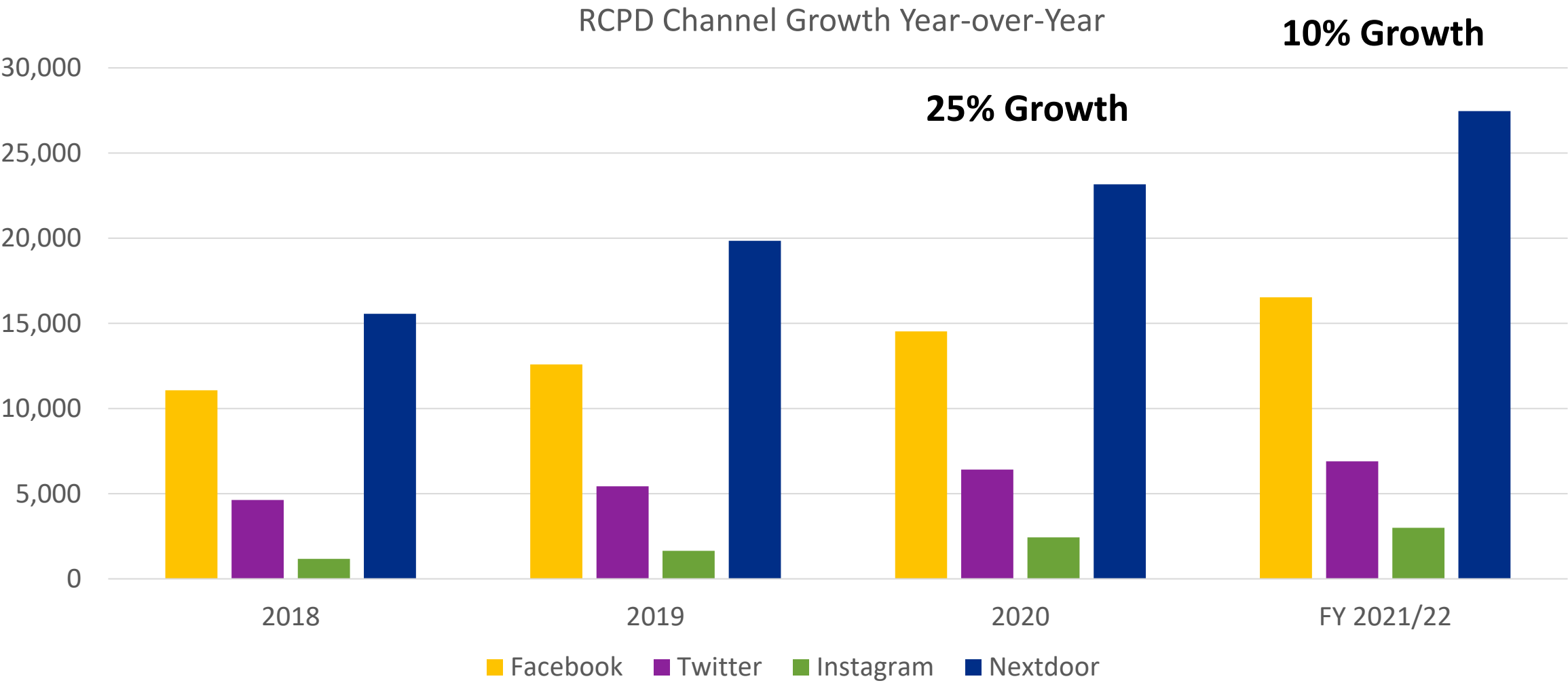
FY 2021/22 Metrics: City Social Media

Channel Growth Year-over-Year

17% Growth

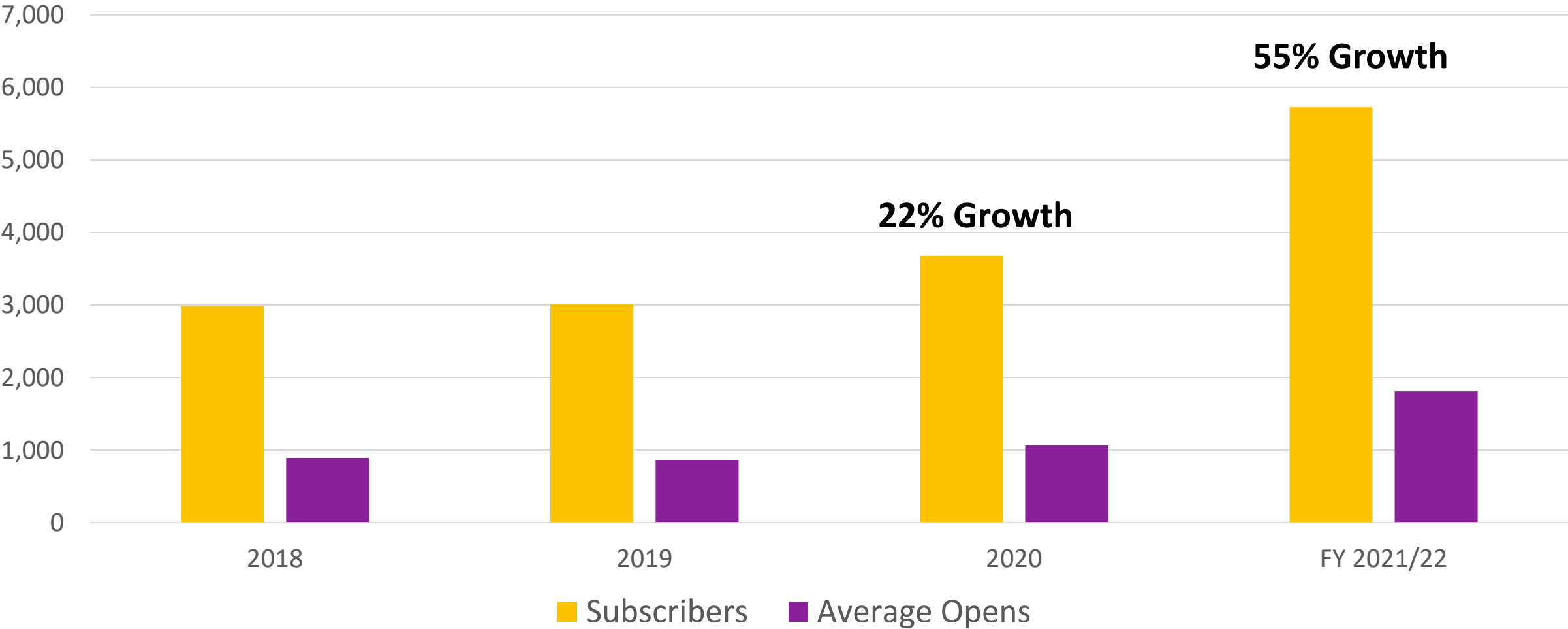


FY 2021/22 Metrics: RCPD Social Media



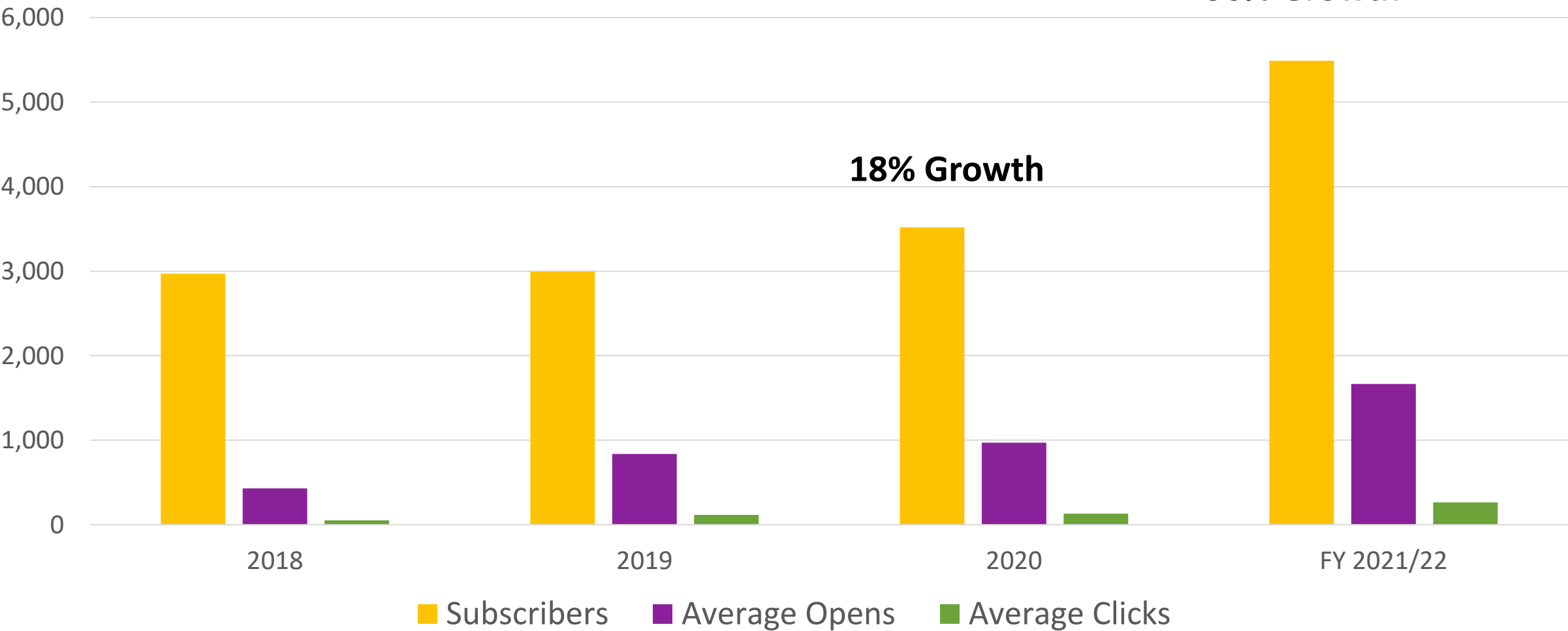
FY 2021/22 Metrics: E-Newsletter

Rancho Cordova News Year-over-Year Growth

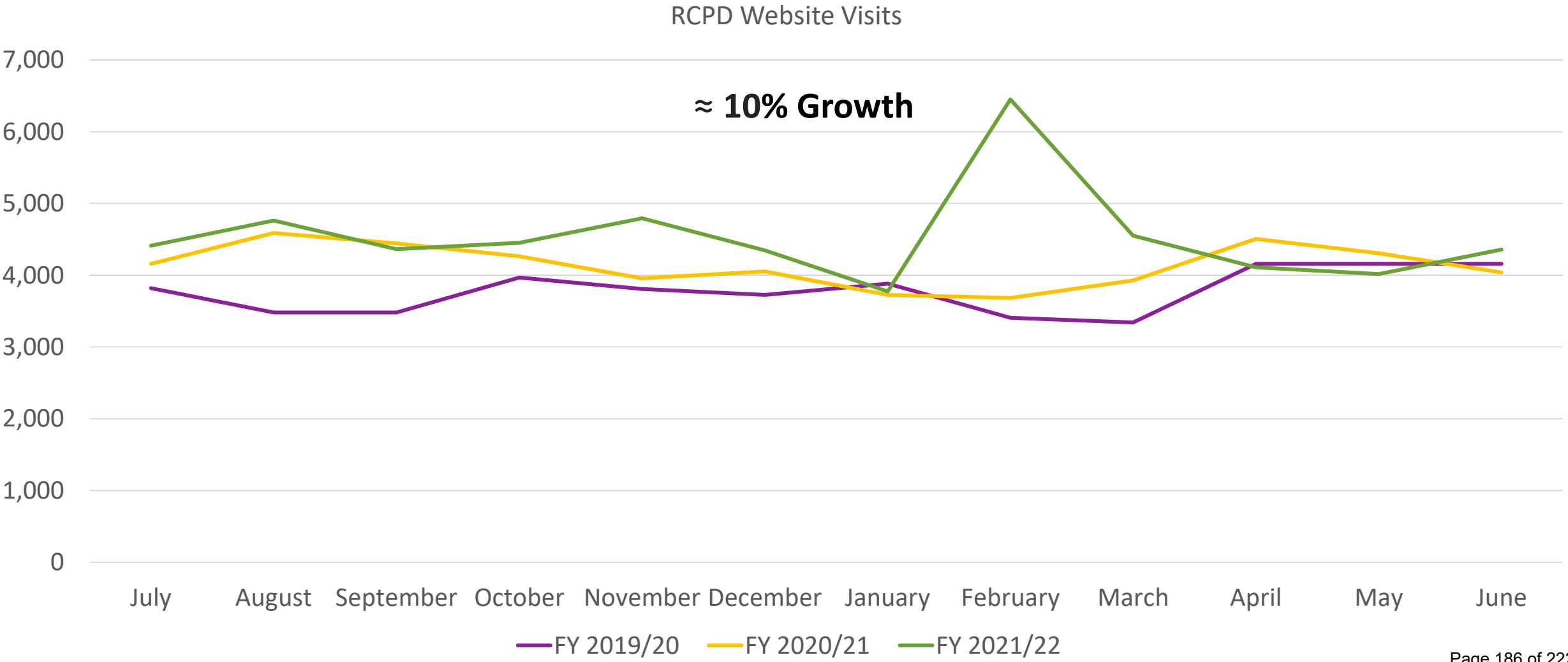


FY 2021/22 Metrics: E-Newsletter

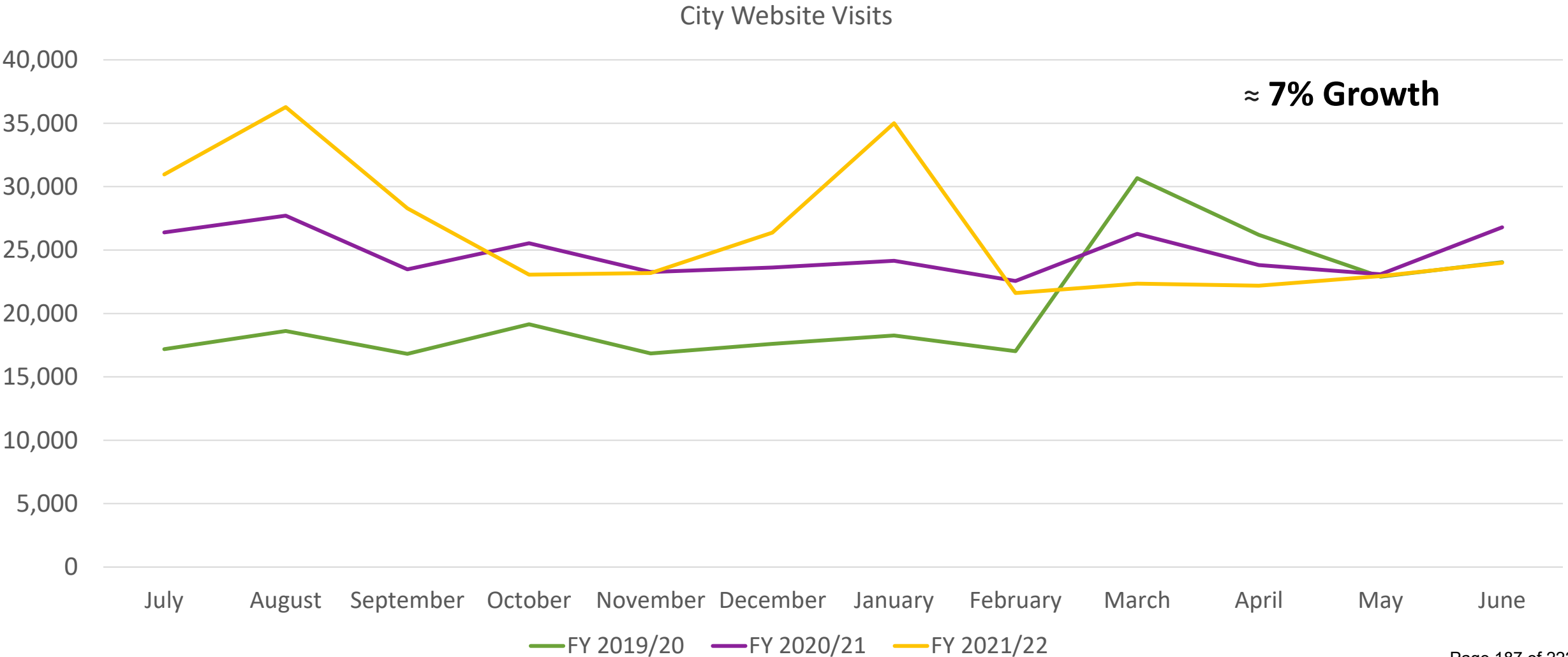
Rancho Cordova Events Year-over-Year Growth



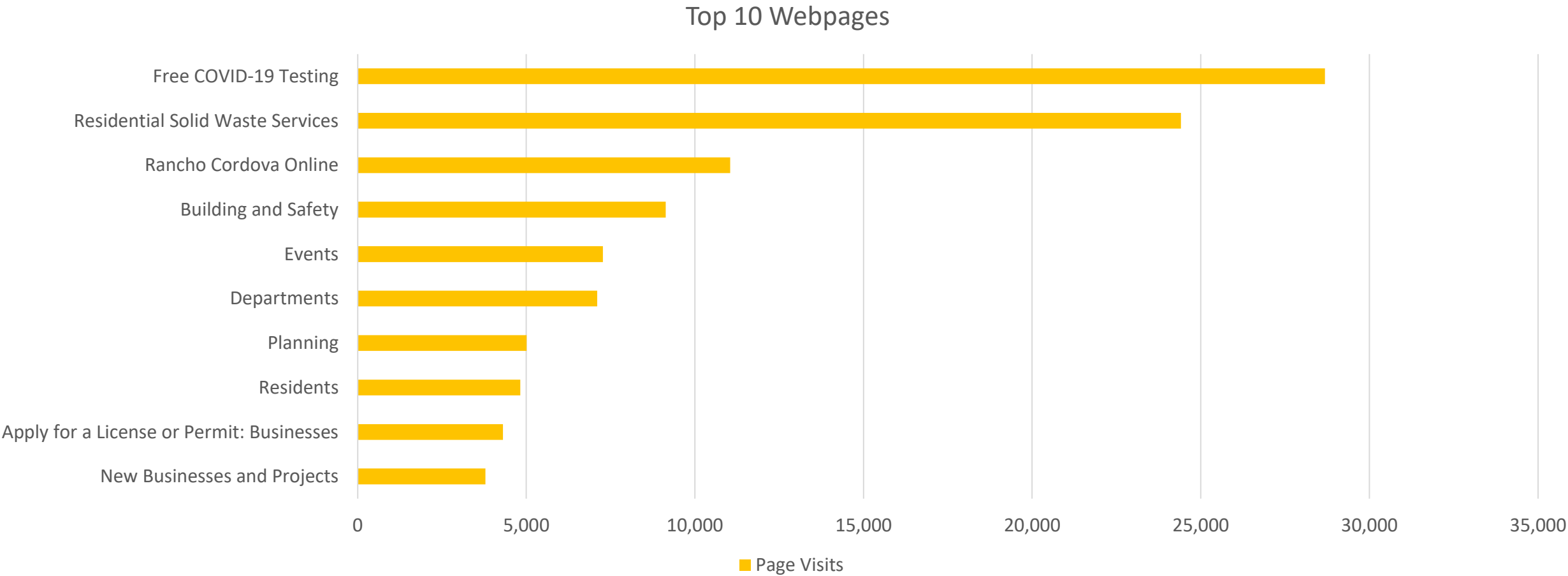
FY 2021/22 Metrics: Websites



FY 2021/22 Metrics: Websites



FY 2021/22 Metrics: Websites



FY 2021/22 Goals

Channel	FY 2021/22 Goal	FY 2021/22 Actual
Media Relations	10% Story Increase	+58% City
Social Media	10% Channel Growth	+17% City +10% RCPD
Digital Content	20% Subscriber Growth	+55% City
Websites	Steady Visitor Growth	+7% City +10% RCPD

Continue with these goals for FY 2022/23



Learn

FY 2021/22: Insights

- **Facebook:** Highest social channel reach
- **Storytelling + trusted info:** Best engagement
- **Digital content:** Tremendous audience growth
- **Visual assets:** Key to audience engagement
- **New website:** Intuitive searches resonating
- **Earned media:** Still a solid strategy
- **Campaign structure:** Meaningful results
- **Strategic approach:** Best outcomes



Year in Review

- New Website
- Celebrating Diversity
- COVID-19 Vaccine Clinics/PPE
- Live, Work, Learn, Play Campaign
- Fireworks Safety Campaign
- Food Waste Recycling Campaign
Planning/Implementation
- Community Response



Live

FY 2022/23 Strategic Approach

- **Continue** awareness campaign model
- **Generate** understanding of city's community programs
- **Promote** city's key community projects
- **Focus** on storytelling + trusted information
- **Build** community issues response capability
- **Evolve** youth outreach
- **Research** new digital/social tools
- **Measure** and analyze efforts



Look Ahead: Priorities

- Storytelling: City Projects, Programs
- Community Issues Outreach/Conversations
- Community-focused information
- Campaigns: Food Waste Recycling, LWLP
- City's 20th Birthday
- New Tech for Efficiency, Results
- Test & Learns: City Podcast, TikTok Crew



Questions & Discussion



Play

MEMORANDUM



ITEM 12.2.

DATE: August 1, 2022

TO: Honorable Mayor and Council Members

FROM: Darcy Goulart, Planning Manager

SUBJECT: DISCUSSION AND DIRECTION ON THE GATEWAY SIGNAGE PROGRAM

RECOMMENDATION

Receive a report on the Gateway Signage Program, and upon discussion, provide staff with any feedback on the existing program, development standards and/or direct staff on any potential code amendments that may be needed to address any desired modifications by Council.

RESULT OF RECOMMENDED ACTION

No formal action is requested of Council at this time. Council insight on the existing Gateway Signage Program and/or direction to staff on any potential code amendments will further assist staff with preparing any requested code amendments to be brought back for a public hearing at a later date. The discussion and direction will also assist future applicants with an understanding of what the City Council may be looking for on future proposed Gateway signs.

DISCUSSION

Title 23, Chapter 23.743 of the Rancho Cordova Municipal Code (RCMC) regulates all aspects of signage within the city limits. One type of sign that this discussion will focus on is Gateway Signage. Council may recall that in mid-2019, a few Work Sessions were held to discuss various signage within the city that could be used for off site advertising of various community events and/or wayfinding signage. During those discussions, Council raised some concerns regarding the overall look of these types of signs and how to maximize their intended use, without clogging up the Highway 50 corridor with signage. There were some suggestions of reducing the height of the sign when possible or allowing the signs to have a combination of a traditional sign face and a small electronic reader board. In general, there was agreement that these types of signs could serve a greater benefit to the community if designed correctly.

At the time of the previous discussions, there wasn't any interest from private parties to construct a gateway sign, but it was offered as a potential option. There is now interest from a national retailer to construct one of these signs at the eastbound Highway 50 offramp at Sunrise Blvd. Additionally, the city is looking at another location at the eastbound Highway 50 offramp at Zinfandel to highlight some of the major corporations within that geographic vicinity.

This staff report and the staff presentation will discuss what types of city, corporate or business identification currently exists along the Highway 50 corridor, provide an overview of what a

gateway sign is, identify some challenges that future applicants for these signs could face and outline some next steps. Additionally, it is anticipated that the interested national retailer will have conceptual designs of a future proposed sign, as well as photo simulations to present at the meeting.

Various Types of Signage

Before getting into the purpose of this discussion, it's important to highlight various other signage that is found throughout the city that is used for different purposes. There is gateway monumentation signage used at key entrances into the city to inform the public that they are entering Rancho Cordova. There is community identification signage used to highlight a specific residential area or neighborhood. There is retail center signage which advertises specific users on private property. Lastly, there are digital billboards that are found within an established corridor boundary, along Highway 50. This type of signage has various advertising opportunities.

► City Gateway Monument Signage



► Community Identification Signage



► Retail Center Signage



► Digital Billboard



Current Highway 50 Identification

Traveling up and down major freeways and highways throughout the region, it is common to see large signage that identifies what business or services are offered at the next major offramp. When approaching Rancho Cordova, traveling east or westbound along the Highway 50 corridor, there is a lack of meaningful identification that a traveler can point to which tells them what

businesses, retailers, services, etc. they can encounter at a specific offramp into the city. Lack of this type of signage has been a deterrent for various corporations and retailers looking to locate in the city. The only identification signs the traveling public currently sees are those depicted in the images below.



As can be seen from the images above, the signage is very minimal and doesn't provide a sense of community. Some of the retail signage no longer exists but was provided to show what was there at one time. These retail signs are also not strategically placed to capture the traveling public along the highway and generally sit at the maximum height of 10 ft. for onsite monument signs. In most cases these signs cannot be seen prior to reaching the offramp or are seen too late to exit.

Gateway Signs

Rancho Cordova Municipal Code Section 23.743.130 regulates the Gateway Signage Program. The purpose of establishing this program was to provide special signage at key entrances into the city and major districts within the city. The intent was to promote the businesses, activities, events, and places for the greater public benefit. These signs are permitted to be located at freeway offramps (Bradshaw, Mather, Zinfandel, Sunrise and future Rancho Cordova Parkway, as well as other key locations within the city. The process by which the sites are secured, leased or provide space on the sign for identification of uses or events in the city, maintenance, and design will ultimately be established by resolution. Once a resolution is established, a design review is required for construction of a sign. The design review would fall under the authority of the Planning Commission, unless through the resolution it is established that the City Council would have final approval authority.

Development standards for these signs include a maximum height of 60 feet, 1,000 sq. ft of sign area, no more than one sign at each freeway offramp, and the sign should include the city logo or identification through text or iconic signage associated with the area of the city it's located in.

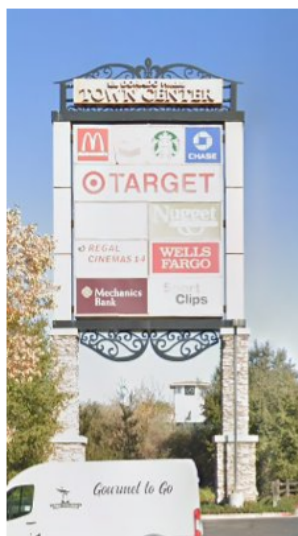
Some examples of these types of signs in the region are depicted below.



**80ft Monument sign w/
electronic reader board**
Hwy 50 & E. Bidwell/ Palladio

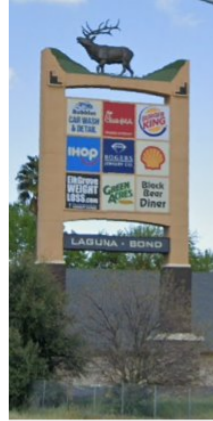


55ft Monument sign
Hwy 50 & E. Bidwell

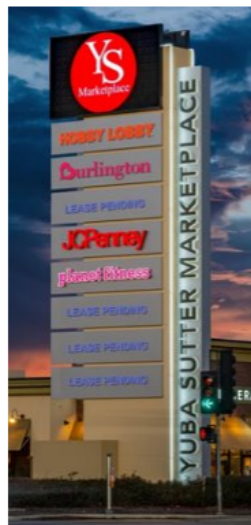


80ft Monument sign
Hwy 50 Latrobe Rd/EDH Town Center





Architectural elevation drawing of a building facade. The drawing shows a multi-story structure with a sign for "DELTA SHORES" at the top. Below the sign are nine horizontal panels, each labeled "TENANT" in a different color and font. The building has a modern design with a mix of materials and colors. Dimensions are provided for various sections: 5'0" and 28'0" for the top section, 23'0" for the main facade, 23'0" for the side facade, 19'0" for the base, and 28'0" for the total height. A person is shown at the base for scale.

[illegible]

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sort of logo or image representative of the area. For example, the Delta Shores sign has an image of what appears to be river waves at the top, representing the water ways in the area. The Laguna Bond sign incorporates an elk at the top to represent Elk Grove, the city in which the sign is located. This type of branding is similar to what the city has done with the city gateway monumentation signage shown earlier in this report.

Potential Gateway Sign Locations

Highway 50 at Sunrise - As stated above, there are two locations under consideration for a gateway sign. The first one has interest from a national retailer. This retailer has been in discussions with staff on their desire to construct a sign in the location depicted in the image below. This sign would be located on private property adjacent to the eastbound Highway 50 off ramp and Sunrise. The national retailer proposes to offer space for approximately a dozen businesses to advertise on the sign. It is anticipated that by the meeting, the national retailer will have various renderings and photo simulations of the proposed gateway sign to present to Council.



It is staff's understanding that the proposed sign would exceed the maximum height of 60 feet and photo simulations would depict why the taller height is necessary. To exceed the height of 60 feet, the code would need to be amended to allow flexibility to exceed the maximum height. This could possibly be achieved through the design review process and justification as to why an increased height is needed at a particular location.

Highway 50 at Zinfandel – The other location currently being considered for a gateway sign would be somewhere along the eastbound Highway 50 offramp at Zinfandel. The aerial below indicates the general area (in red) that is being looked at for this type of sign. A gateway sign in this location offers an advertising opportunity to many corporations and businesses located in the general area. Discussions on this sign are in the very early stages. A design concept has not been drafted but staff wanted to inform Council that this is another area where a sign is being contemplated.



Administration, Design and Operation of Gateway Signs

The Code states that the process for securing sites, designing the signs, leasing or otherwise providing space on the sign for identification of uses and events in the city, maintenance and other function shall be established by a Council resolution. While staff believes the intent of the language was to establish one resolution for any gateway sign, it is likely more beneficial to establish a resolution for each proposed sign as it comes forward. Reason being is that each location will have it's own unique challenges. Some may be located on public property or that which is owned by CalTrans. These sites have different challenges than locating a sign on private property. Public property may require easements for the sign. The resolution could also establish a corridor that identifies geographic boundaries of those businesses or corporations that have the opportunity to advertise on the sign to meet the overall purpose of the gateway sign program. Along with this, standards should be established in the resolution for covenants that ensure fair and transparent panelist selection of who gets to advertise on the sign.

COUNCIL DIRECTION

Upon completion of the presentation by staff, public input and Council discussion, staff will be asking the Council to provide feedback and/or direction on the following items:

1. A potential code amendment to allow an increase in height to be considered as part of the design review process as long as justification is provided such as geographic constraints.
2. Additional items that should be provided in the resolution, other than what has already been discussed.
3. Key elements Council would want to see incorporated into the design of the sign.
4. Final approval authority.
5. Any other information, feedback or direction to staff on this topic.

FISCAL IMPACT

There are no immediate fiscal impacts relating to this discussion beyond staff time.

ATTACHMENT(S)

1. Presentation

Gateway Signage Discussion



Purpose of Tonight's Meeting

- ▶ Background on Gateway Signage
- ▶ Current Zoning Code
- ▶ Receive Feedback on Conditions of Approval to Inform a Resolution
- ▶ Regional Examples
- ▶ Proposed Signage Renderings
- ▶ Next Steps

Background

- ▶ Staff has received inquiries about constructing freeway pylon signage.
 - ▶ A large national retailer has this request as a condition of site selection
- ▶ Previous Gateway Signage Discussions
 - ▶ Lack of Freeway Signage has been a deterrent for large retailers
- ▶ Current code calls for a resolution by Council to establish the process for securing sites, designing of the signs, and other functions as required by Council.

ITEM 12.2.

Signage Types

► City Gateway Monument Signage



► Community Identification Signage

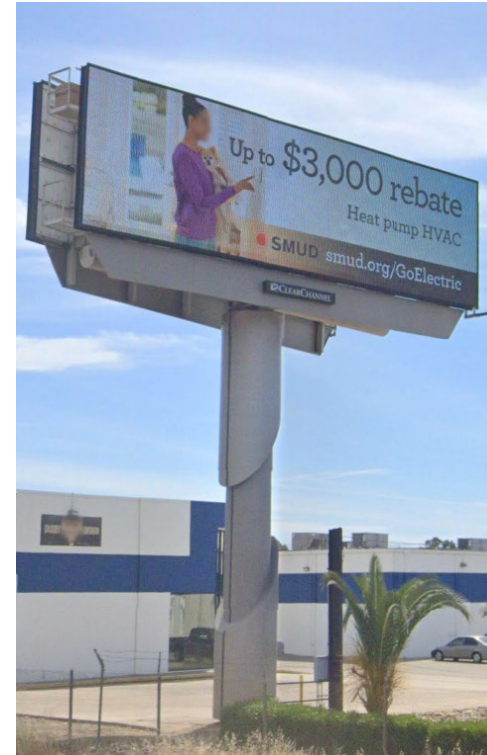


ITEM 12.2. Signage Types

► Retail Center Signage



► Digital Billboard



Current City Signage

- ▶ Community Image/ Sense of Place
- ▶ City brand
- ▶ Establishing our place in the region



HWY 50 Eb & Zinfandel



HWY 50 Eb & Hazel



HWY 50 Wb & Hazel



HWY 50 Wb & Zinfandel

Importance



Dignity Health®



BlueCross.
BlueShield.

Zoning Code 23.743.130

1. Establishes a gateway signage program at key entrances to the city to promote businesses, activities, events and places of the community for the greater public benefit.
 - a) Must be located within the city limits or Caltrans right-of-way
 - b) A resolution by Council will establish the process for securing sites, designing of the signs, and other functions as required by Council. The city may acquire services of a private organization for purposes of designing, constructing, maintaining, and operating the sign(s).

Special Development Standards for Gateway Signage

1. Freestanding monument or pylon signs with maximum height of 60' and 1,000 square feet for allowed area
2. No more than one sign shall be located at each freeway off-ramp or regional town-center zone
3. Sign should include city logo and identification through text and/or iconic signage of the area of the city with which it is associated
4. Adhere to existing development standards, including illumination

Regional Examples - Folsom

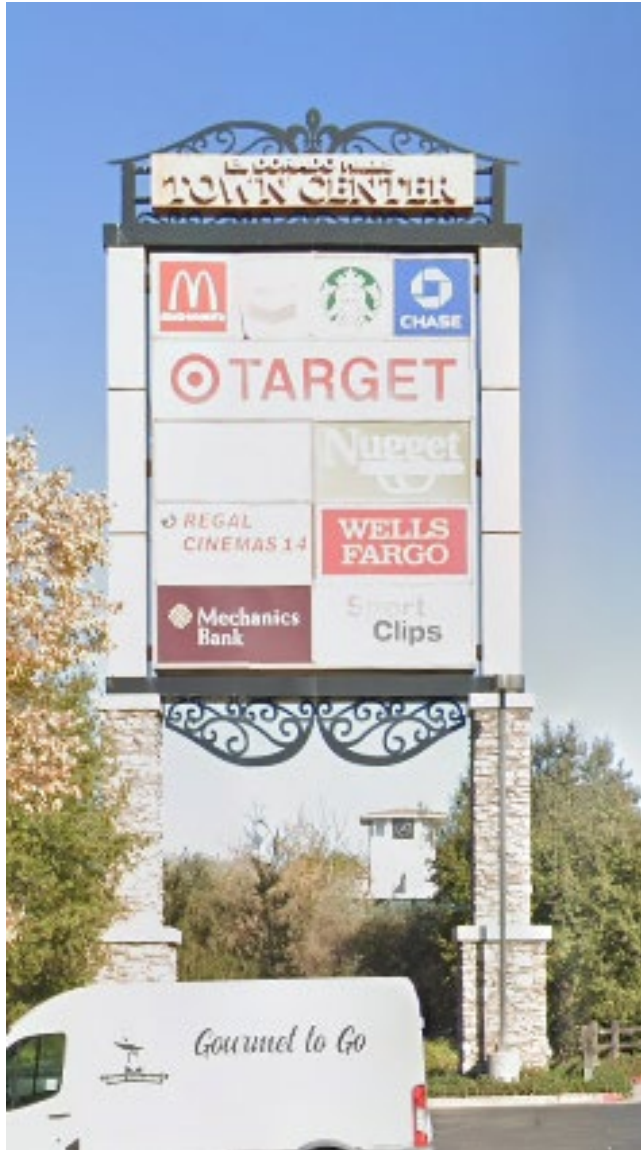


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55ft Monument sign
Hwy 50 & E.Bidwell

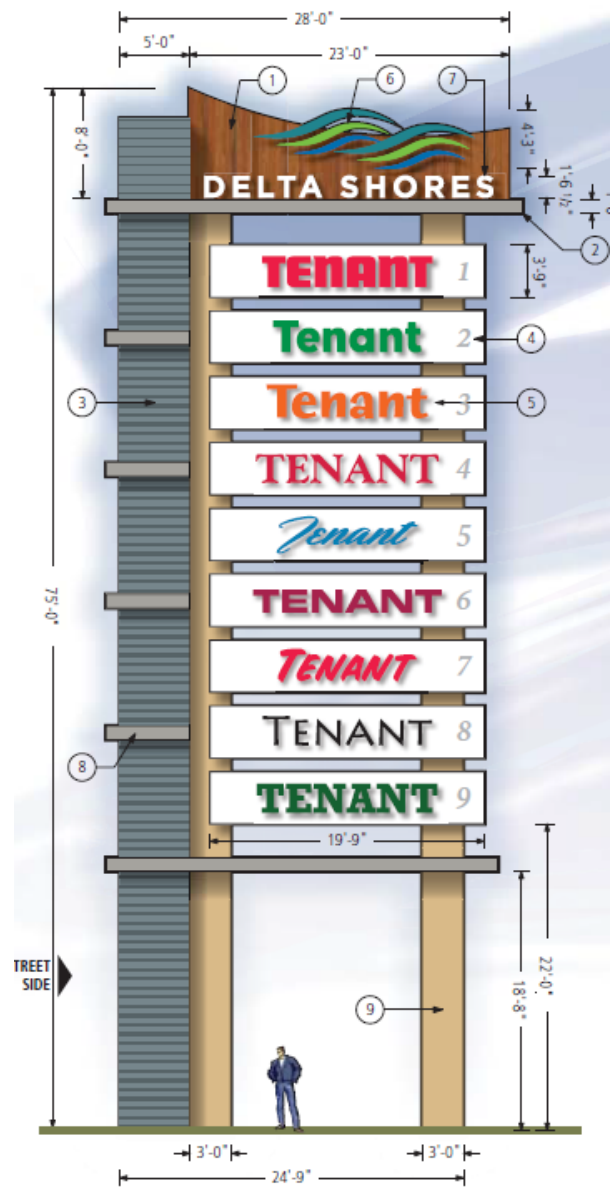
Regional Examples - El Dorado Hills



80ft Monument sign
Hwy 50 Latrobe Rd/EDH Town Center

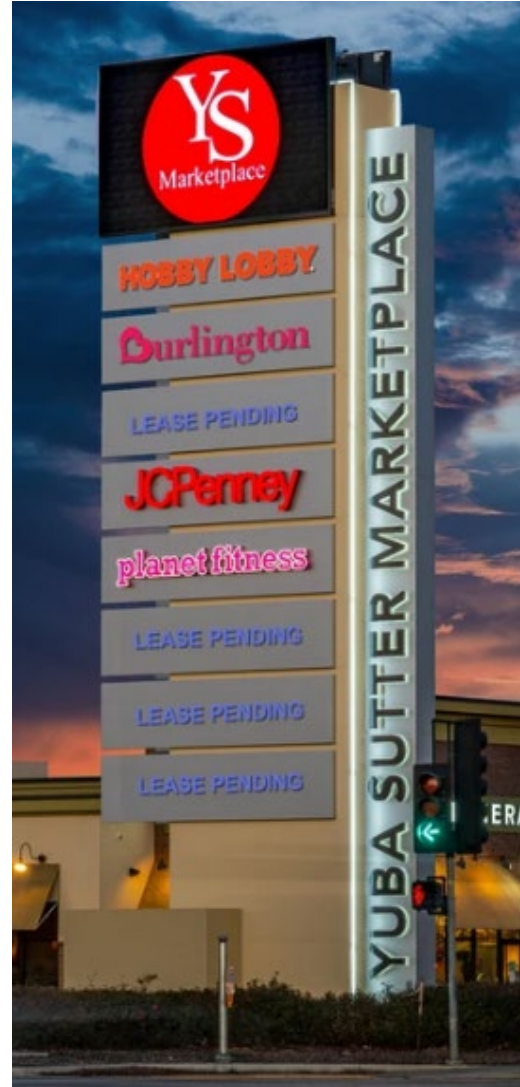
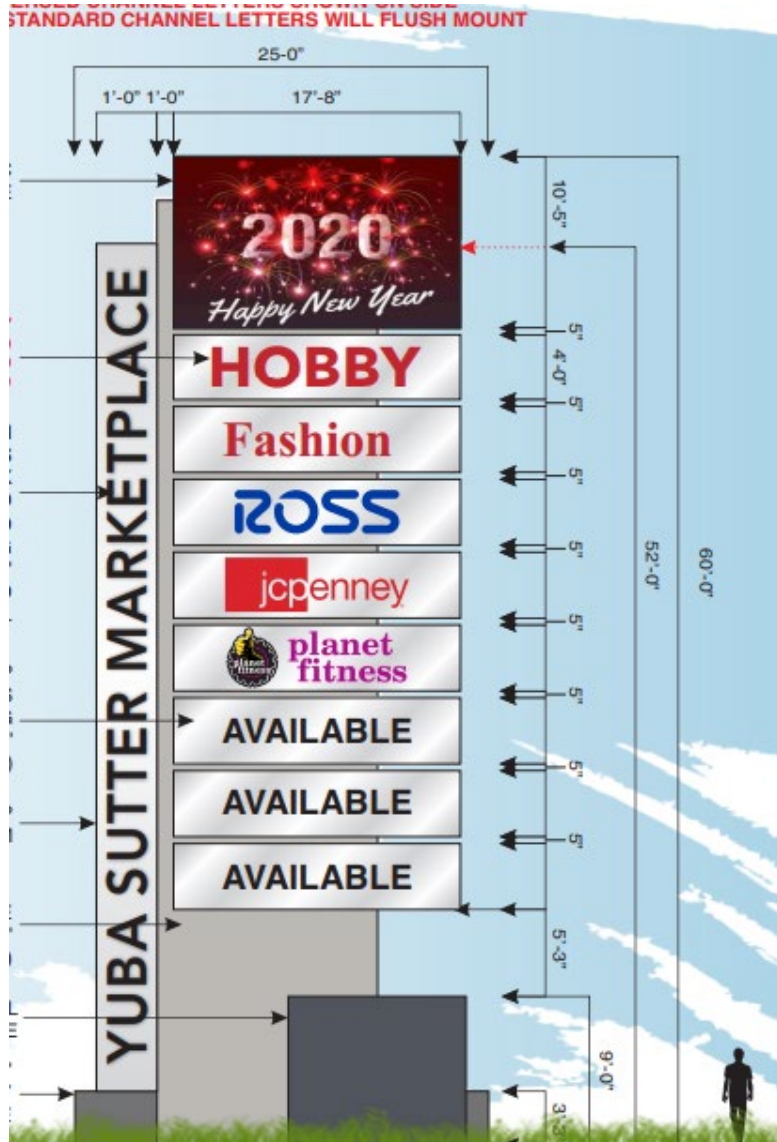


ITEM 12.2.
Regional Examples - Delta Shores



3 75ft Monument signs
Hwy 5 & Consumnes River Rd
Delta Shores Shopping Center

Regional Examples - Yuba Sutter



60ft Monument
Sign w/ electronic
reader board
Yuba Sutter
Marketplace

Proposed Location - Sunrise 50 Gateway Sign



Sunrise 50 Monument Sign

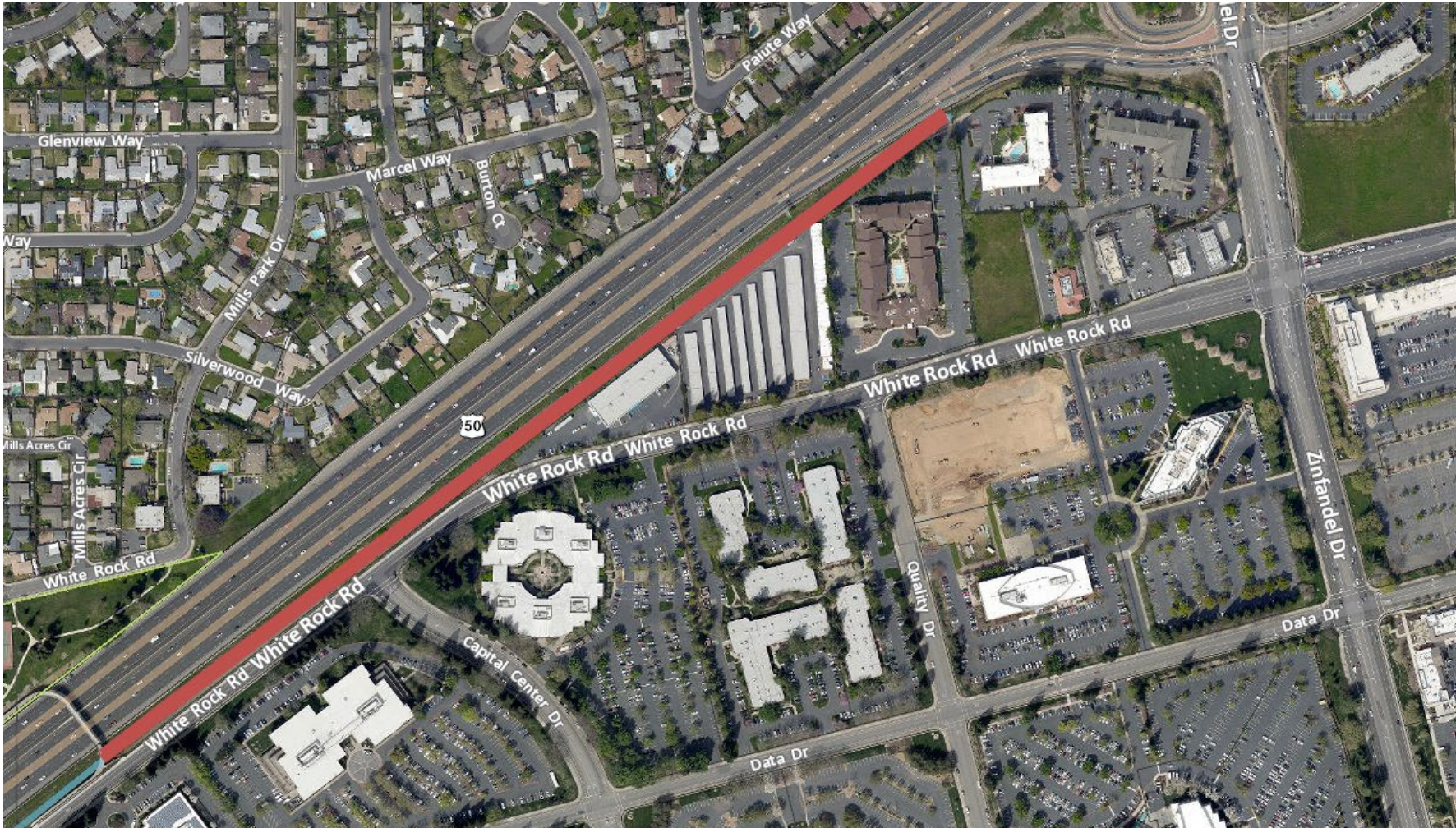
Conditions of Approval - City Oversight

- ▶ Provide standards of acceptability for signs in order to facilitate the review and approval process.
 - ▶ Identify Retail district
 - ▶ Covenants that ensure fair and transparent panelist selection
- ▶ Monument operation, maintenance, and repair costs
- ▶ Design Standards

Sunrise 50 Monument Sign Proposal

- ▶ See supplemental renderings

Proposed Location - Zinfandel Business Park Gateway Sign



Next Steps

Council to provide feedback and/or direction on the following:

1. A potential code amendment to allow an increase in height to be considered as part of the design review process as long as justification is provided such as geographic constraints.
2. Additional items that should be provided in the resolution, other than what has already been discussed.
3. Key elements Council would want to see incorporated into the design of the sign.
4. Final approval authority.
5. Any other information, feedback or direction to staff on this topic.

Questions and/or Feedback

