

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING Monday, November 17, 2025

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

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

How to Observe or Listen to the Meeting:

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

Public Comment

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

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranhocordova.org no later than 2:00 p.m. on Monday, November 17, 2025. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 p.m. will be distributed to the Council.

If you have questions related to the City Council Meeting, please contact the City Clerk's Office at (916) 851-8720 before Monday, November 17, 2025, at 2:00 p.m.

AMENDED AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Joe Little, David Sander, and Mayor Siri Pulipati

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

Chaplain John Kent with the Sacramento Law Enforcement Chaplaincy will give the invocation.

5. PRESENTATIONS

- 5.1. United College Action Network Presentation on the Summer 2025 Historically Black Colleges and Universities Tour.
- 5.2. Presentation of Proclamation Recognizing Soil Born Farms' 25th Anniversary.
- 5.3. Introduction of New Employees Deana Williams, Customer Service Representative by Stacy Leitner, City Clerk/Senior Executive Assistant to the City Manager and Harikishan Perugu, Principal Civil Engineer by Edgar Medina, Assistant Public Works Director.
- 5.4. Council Member Sander's Birthday on November 25, 2025.

6. PUBLIC COMMENT

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

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

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

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 November 3, 2025.
Recommendation: Adopt the minutes.
- 9.2. **Subject:** A Resolution Authorizing the Public Works Director to Grant Non-Exclusive Franchises and Execute Agreements with Multiple Waste Hauling Companies for the Collection of Solid Waste, Recyclables, and Organic Materials from Businesses and Multi-

Family Properties; and to Grant Non-Exclusive Franchises and Execute Agreements with Multiple Waste Hauling Companies for the Provision of Temporary Collection Service Only
Recommendation: Adopt the Resolution.

- 9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-236 with K&K JL Services, Inc. in an Amount not to Exceed \$578,522 for Landscape Maintenance Services of Public Frontages in the Mather Commerce Area.

Recommendation: Adopt the Resolution.

- 9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2024-42-1 with the Cordova Community Council Foundation to Modify the Mineshaft Digital Billboard Operating Agreement to Remove the "West" Sign from the Original Agreement and Change the Number of Signs from Two to One.

Recommendation: Adopt the Resolution.

- 9.5. **Subject:** A Resolution Approving Contract Amendment No. 165-2018-3 Between City of Rancho Cordova and Folsom Lake College for the Rancho Cordova College Promise Program.

Recommendation: Adopt the Resolution.

- 9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-163 with DKS & Associates, Inc. in an Amount not to Exceed \$1,000,000 for Professional Engineering Planning and Engineering Services for the Transportation Planning and Engineering Division.

Recommendation: Adopt the Resolution.

- 9.7. **Subject:** A Resolution Amending Resolution No. 5-2004 and Resolution No. 185-2004 to Update the Date on Which the City Council Shall Annually Select a Mayor and Vice Mayor.

Recommendation: Adopt the Resolution.

- 9.8. **Subject:** A Resolution Approving the Annexation of Land into Improvement Area No. 1 of the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1. **Subject:** A Resolution Vacating a Public Utility Easement at 3978 Security Park Drive Pursuant to the Provisions of Chapter 3, Part 3 of Public Streets, Highways, and Service Easements Vacation Law Commencing at Section 8320 of the California Streets and Highways Code.

Recommendation: Adopt the Resolution.

- 10.2. **Subject:** An Ordinance Adopting a Second Amendment to the Development Agreement Between the City of Rancho Cordova and Grantline 220 Investors, LLC Relative to the Sun creek Project.

Recommendation: Waive the first reading and introduce the Ordinance.

- 10.3. **Subject:** Second Reading of Ordinances Repealing and Replacing Various Chapters of Title 16 "Buildings and Construction," by Adopting by Reference State Building Codes and Making Local Amendments to Portions Thereof, and Adopting Other Related Codes.

Recommendation: Waive the second reading and adopt the Ordinances.

11. PUBLIC HEARING ITEMS

- 11.1. **Subject:** A Resolution Determining the Need for Local Modifications to the California Building Standards Code and an Ordinance Repealing and Replacing Chapter 17.04, "Fire Code" to the Rancho Cordova Municipal Code by Adopting by Reference the 2025 California Fire Code and Making Local Amendments to Portions Thereof.

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

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** Rancho Cordova Youth Center Update.

Recommendation: Receive the presentation.

- 12.2. **Subject:** A Resolution Approving the Modifications and Continuation of Existing Economic Development Incentives, and Introduction of a New Retail Incentive Program.

Recommendation: Adopt Resolution approving Economic Development Incentive Program updates and adoption of new Retail Incentive Program.

- 12.3. **Subject:** A Resolution Adopting the 2026 Rancho Cordova City Council Meeting Schedule.

Recommendation: Adopt the Resolution.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

Mayor Pulipati will adjourn the meeting to closed session.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Council Members Linda Budge, Garrett Gatewood, Joe Little, David Sander, and Mayor Siri Pulipati

16. CLOSED SESSION

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

- 16.1. **Subject:** CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) DPML Bear Hollow, LLC, a Delaware limited liability company and DPML Stonecreek, LLC, a Delaware limited liability company v. City of Rancho Cordova, City Council of Rancho Cordova, and DOES 1 through 25, inclusive. Sacramento Superior Court Case No. 23WM000122.

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

UPCOMING MEETINGS

November 25, 2025	5:30 PM Special Meeting/Work Session
December 1, 2025	4:00 PM Special Meeting/5:30 PM Regular Meeting
December 9, 2025	5:30 PM Special Meeting/Work Session
December 15, 2025	5:30 PM Regular Meeting

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

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast and Direct TV U-Verse Systems. Closed Captioning will be available on the playback cablecast. A DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the November 17, 2025, Regular Meeting of the Rancho Cordova City Council was posted and available for review on November 14, 2025, at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed November 14, 2025, at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Monday, November 3, 2025

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Pulipati called the Special meeting order in the David B. Roberts Council Chambers at 5:00 p.m.

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

Council Members Absent: Joe Little and David Sander

Staff Members Present: Palmer Hilton, Stacy Leitner, Persephonie Riley, and Micah Runner

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Mayor Pulipati adjourned the meeting to closed session at 5:01 p.m.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Pulipati called closed session to order at 5:02 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Joe Little (arrived at 5:15 p.m.), and Mayor Siri Pulipati

Council Members Absent: David Sander

ITEM 9.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 3, 2025

Staff Members Present: Adam Lindgren and Micah Runner

5. CLOSED SESSION

Council met in closed session to discuss the following item:

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

6. OPEN SESSION - REPORT FROM CLOSED SESSION

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

7. ADJOURNMENT TO REGULAR MEETING

Mayor Pulipati adjourned closed session to the Regular meeting at 5:36 p.m.

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Pulipati called the Regular meeting to order in the David B. Roberts Council Chambers at 5:37 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Joe Little, David Sander, and Mayor Siri Pulipati

Council Members Absent: None

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

9. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

10. PLEDGE OF ALLEGIANCE

City Attorney Adam Lindgren led the pledge.

11. INVOCATION

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

12. PRESENTATIONS

- 12.1. Introduction of New Employees Landon Collins, Senior Building Inspector and Audreanna Coats, Administrative Assistant II by Jeremiah Zillig, Chief Building Official and Eileen Ly, Assistant Planner by Arlene Granadosin-Jones, Planning Manager.

13. PUBLIC COMMENT

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

1. Helen Whelan-Bashaw
2. James Garcia

Mayor Pulipati closed the public comment period.

14. COUNCIL REPORTS

Council reported on events since the last meeting.

15. CITY MANAGER'S REPORT

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 3, 2025

ATTACHMENT 1

City Manager Micah Runner gave his report.

16. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve items 16.1 through 16.7 by Sander second by Budge;
Motion passed with a 5:0 vote.

- 16.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of October 20, 2025.
Recommendation: Adopt the minutes.
- 16.2. **Subject:** A Resolution Authorizing the City Manager to Execute Agreements with 4Leaf, BPR, Great White, Shums Coda, and UpAvanti for On-call Consulting Services Relating to Plan Review, Permitting, and Field Inspections.
Recommendation: Adopt the Resolutions.
- 16.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-226 in an Amount not to Exceed \$1,000,281 with Central Striping Service, Inc. for On-Call Traffic Stripes and Pavement Markings Maintenance Services.
Recommendation: Adopt the Resolution.
- 16.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2022-245-1 for Professional Services with MCE Corporation to Extend the Contract Term from November 30, 2025, to November 30, 2027, and Increasing the Contract Amount from \$500,000, to an Amount not to Exceed \$750,000, for Citywide Stormwater Pump Station Operations and Maintenance Services.
Recommendation: Adopt the Resolution.
- 16.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-230 with Wood Rodgers Inc in an Amount not to Exceed \$221,660.00 to Provide the Final Design, Right of Way & Construction Administration Support Services for the White Rock Road Phase 3 Project.
Recommendation: Adopt the Resolution.
- 16.6. **Subject:** A Resolution Authorizing the Continued Use of Military Equipment for Law Enforcement.
Recommendation: Adopt the Resolution.
- 16.7. **Subject:** Treasurer's Report - September 30, 2025.
Recommendation: This report is informational only. It is recommended that the City Council receive and file the September 30, 2025, Treasurer's Report.

17. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

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

- 17.1. **Subject:** A Resolution Approving the Community Development Block Grant 2026 Annual Action Plan.
Recommendation: Adopt the Resolution.

ITEM 9.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 3, 2025

- 17.2. **Subject:** A Resolution Determining the Need for Local Modifications to the California Building Standard Code and Ordinances Repealing and Replacing Various Chapters of Title 16 "Buildings and Construction," by Adopting by Reference State Building Codes and Making Local Amendments to Portions Thereof and Adopting Other Related Codes.
Recommendation: Adopt the Resolution, waive the first reading and introduce the Ordinances.

18. PUBLIC HEARING ITEMS

None.

19. REGULAR CALENDAR ITEMS

- 19.1. **Subject:** Update on Illegal Fireworks and Safe and Sane Temporary Firework Stands.
Recommendation: Staff is seeking input on proposed adjustments to fine structures related to the use of illegal fireworks. Staff is also requesting that the City Council review the current Municipal Code provisions and licensing procedures related to safe and sane fireworks and provide feedback on potential updates to those regulations.

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

1. Dennis Revell

Mayor Pulipati closed the public comment period.

ACTION: Input was received regarding Illegal Fireworks and Safe and Sane Temporary Firework Stands.

- 19.2. **Subject:** Community Enhancement & Investment Fund Update and Discussion.
Recommendation: Receive information and provide direction on FY 2026-2027 community grantmaking, a request to amend the Folsom Lake College Rancho Cordova College Promise Program's FY 2025-2026 allocation, and the transition of the Community Enhancement & Investment Fund's (CEIF) Citizen Oversight Board to a Citizen Oversight Committee.

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

ACTION: Input was received regarding the Community Enhancement & Investment Fund Update and Discussion.

20. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Maintenance to Little League Fields
2. Discussion regarding Council Discretionary Funds

21. ADJOURNMENT

Mayor Pulipati adjourned the meeting in honor of the Federal Workers and Epoch Casino at 11275 Folsom Boulevard, Rancho Cordova, CA at 7:16 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: November 17, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Marc Hill, Management Analyst II

SUBJECT: **A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO GRANT NON-EXCLUSIVE FRANCHISES AND EXECUTE AGREEMENTS WITH MULTIPLE WASTE HAULING COMPANIES FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES, AND ORGANIC MATERIALS FROM BUSINESSES AND MULTI-FAMILY PROPERTIES; AND TO GRANT NON-EXCLUSIVE FRANCHISES AND EXECUTE AGREEMENTS WITH MULTIPLE WASTE HAULING COMPANIES FOR THE PROVISION OF TEMPORARY COLLECTION SERVICE ONLY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the Public Works Director to grant non-exclusive franchises and execute appropriate agreements with multiple waste hauling companies for the collection of solid waste, recyclables and organic materials from businesses and multi-family properties for the term beginning January 1, 2026.

BACKGROUND

Chapter 6.20.060 of the Rancho Cordova Municipal Code empowers the City Council to grant non-exclusive franchises to private waste hauling companies for the collection, transportation and disposal of solid waste, recyclables and organic materials generated at businesses and multi-family properties in Rancho Cordova. The current franchise agreements expire on December 31, 2025. The following is a summary of the proposed changes:

- **Agreement Types:** The commercial franchise agreement has been split into two separate agreements:
 - An agreement for temporary service providers (e.g. dropping containers for a construction project) that restricts their activity to temporary and/or project-based work only (Non-Exclusive Temporary Franchise Agreement).
 - An agreement for commercial service provision (e.g. regular on-going dumpster service). This agreement allows haulers to provide commercial service and

temporary service (Non-Exclusive Commercial Collection Franchise Agreement).

This change was made because the current agreement does not distinguish between the two types of service providers. As such, haulers providing temporary and/or project-based work are subject to unnecessary contamination monitoring, route review and other requirements defined in state law. Having a separate agreement allows the applicable requirements to be clear.

- **Term:** The term of the proposed franchise agreements is January 1, 2026, through December 31, 2026, with an automatic annual renewal. This change provides the city with flexibility to incorporate changes more readily, if necessary, while at the same time alleviating the need to renew agreements every two to three years if no changes are necessary.
- **Increased Customer Assistance:** In an effort to encourage greater diversion and increase customer engagement, the Non-Exclusive Commercial Collection Franchise Agreement requires haulers to perform 80 site visits per year to discuss options for right-sizing service, increasing diversion and decreasing disposal. In addition, haulers must perform a comprehensive analysis for a minimum of 8 customers per year.

FISCAL IMPACT AND FUNDING SOURCE

The proposed franchise agreements maintain the eight percent franchise fee on revenue collected from businesses and multi-family properties for waste collection and disposal, which is consistent with the current franchise agreement. The eight percent franchise fee generates annual revenue in the range of \$1,200,000 to \$1,300,000.

ATTACHMENT(S)

1. Resolution
2. Non-Exclusive Commercial Collection Service Franchise Agreement
3. Non-Exclusive Temporary Service Franchise Agreement

CITY OF RANCHO CORDOVA**RESOLUTION NO. XX-2025****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO GRANT NON-EXCLUSIVE FRANCHISES AND EXECUTE APPROPRIATE AGREEMENTS WITH MULTIPLE WASTE HAULING COMPANIES FOR THE COLLECTION OF SOLID WASTE, RECYCLABLES AND ORGANIC MATERIALS FROM BUSINESSES AND MULTI-FAMILY PROPERTIES**

WHEREAS, beginning in December 2005 the City of Rancho Cordova has granted non-exclusive franchises and executed agreements with multiple waste hauling companies for the provision of waste collection and recycling services to businesses and multi-family properties and/or temporary collection service; and

WHEREAS, the term of the current franchise agreements expires on December 31, 2025; and

WHEREAS, the City Council of the City of Rancho Cordova acknowledges the need to provide state-of-the-art facilities, equipment and programs to local businesses and multi-family residential properties for the safe and legal collection, transportation, disposal and processing of garbage, recyclables, and organic materials; and

WHEREAS, the Legislature of the State of California, by enactment of California Integrated Waste Management Act ("AB 939"), Commercial Organics Recycling legislation ("AB 1826") and Commercial Recycling legislation ("AB 341"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial waste diversion programs within their jurisdictions; and

WHEREAS, in September 2016 Senate Bill 1383 (SB 1383) was signed into law establishing methane emissions reduction targets representing the next step in California's environmental protection strategy; and

WHEREAS, SB 1383 sets forth organics and recycling compliance targets as stated in Health and Safety Code Section 39730.6 which are designed to progressively achieve California's goal of 75% recycling, composting or source reduction of solid waste by 2025; and

WHEREAS, California Green Building Standards Code—Part 11, Title 24, California Code of Regulations requires covered construction and demolition projects to divert a minimum of 65% of materials generated as part of the project; and

WHEREAS, city staff shared the proposed franchise agreements with interested parties and considered feedback provided by said parties for incorporation into the proposed franchise agreements; and

ITEM 9.2.

ATTACHMENT 1

WHEREAS, the following waste hauling companies currently hold a valid franchise with the city and have expressed interest in providing Non-Exclusive Commercial Collection Service franchise beginning January 1, 2026:

Atlas Disposal Industries
Greenwaste of Sacramento
Republic Services
WM, Inc.

WHEREAS, the following waste hauling companies currently hold a valid franchise with the City and have expressed interest in providing Non-Exclusive Temporary Service franchise beginning January 1, 2026:

Advance Disposal	Patrick's Construction Cleanup
Ferma Greenbox	Quality Construction Cleanup
North Cal Hauling Company	Waste Removal and Recycling

WHEREAS, the following waste hauling companies submitted a franchise hauler application with the City and satisfied the requirements to enter into a new Non-Exclusive Temporary Service franchise beginning January 1, 2026:

Precision Partners, Inc.
Reliable Dumpster Service

WHEREAS, the franchise agreements confer significant benefits to franchisees including the use of city right of way to perform services; and

WHEREAS, the City Council is committed to a solid waste management program that ensures compliance with local, state and federal laws and regulations.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does delegate to the Public Works Director, pursuant to Rancho Cordova Municipal Code section 6.20.060, the authority to grant non-exclusive franchises and execute appropriate agreements (A Non-Exclusive Commercial Collection Franchise Agreement and A Non-Exclusive Temporary Service Franchise Agreement) with waste hauling companies for the provision of business and multi-family waste collection and recycling services and/or temporary collection service, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.2.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

CONTRACT NO. 2025-[CONTRACT_NUMBER]

NON-EXCLUSIVE COMMERCIAL COLLECTION
SERVICE FRANCHISE AGREEMENT BETWEEN THE
CITY OF RANCHO CORDOVA AND

[CONTRACTOR]

DRAFT

CONTRACT NO. 2025-[CONTRACT_NUMBER]

RECITALS	4
Article 1. Definitions.	6
Article 2. Grant of Non-Exclusive Franchise.	14
Article 3. Acceptance of Franchise.	14
Article 4. Term of Franchise.	14
Article 5. Conditions for Effectiveness.	14
Article 6. Limitations on Scope of Franchise.	15
Article 7. Franchise Fees.	15
Article 8. Franchise Fee Payment.	16
Article 9. Approval of Facilities	17
Article 10. Transportation, Processing, Diversion: Temporary Service.	18
Article 11. Transportation, Processing, Diversion: Commercial Collection Service.	20
Article 12. Ownership of Commercial and Temporary Solid Waste.	21
Article 13. Container Placement.	21
Article 14. Commercial Collection Service.	21
Article 15. Multi-Family Residential Property Bulky Waste Collection Service.	24
Article 16. Service Agreements.	24
Article 17. Outreach and Education.	26
Article 18. Reporting Requirements.	28
Article 19. Inspection Authority.	32
Article 20. Insurance Requirements.	33
Article 21. Indemnity.	35
Article 22. Equipment.	37
Article 23. Abandoned Containers.	38
Article 24. FRANCHISEE Provided Containers.	38
Article 25. Vehicle Signage.	39
Article 26. Personnel.	39
Article 27. Customer Service.	39
Article 28. Compliance with Law.	40
Article 29. Permits and Licenses.	40
Article 30. Administrative Charges.	40
Article 31. Changes in Law.	41
Article 32. Default, Termination.	41

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Article 33. Conditions Upon Termination.....	43
Article 34. Notices.....	43
Article 35. Relationship of Parties.	44
Article 36. Compliance with Law.	44
Article 37. Governing Law.....	44
Article 38. Jurisdiction.....	45
Article 39. Assignment.	45
Article 40. Binding on Successors.....	45
Article 41. Waiver.....	46
Article 42. FRANCHISEE'S Investigation.....	46
Article 43. Entire Agreement.	46
Article 44. Interpretation.....	46
Article 45. Amendment.....	46
Article 46. Severability.	46
Franchised Waste Hauler Incident Communication Protocol.....	53

Exhibits***Exhibit 1: City-Approved Facilities******Exhibit 2: Administrative Charges******Exhibit 3: Incident Protocol***

CONTRACT NO. 2025-[CONTRACT_NUMBER]

**NON-EXCLUSIVE COMMERCIAL COLLECTION SERVICE
FRANCHISE AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA
AND [CONTRACTOR]**

This Non-Exclusive Commercial Collection Service Franchise Agreement ("Agreement") is made and entered into this [DATE] by and between the City of Rancho Cordova, a municipal corporation of the State of California, hereinafter referred to as "CITY", and [CONTRACTOR], hereinafter referred to as "FRANCHISEE".

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste, recyclable materials and organic recyclable materials handling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of Commercial Recycling legislation ("AB 341") has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial recycling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of Commercial Organics Recycling legislation ("AB 1826"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial organics recycling within their jurisdictions; and

WHEREAS, in September 2016 Senate Bill 1383 (SB 1383) was signed into law, establishing methane emissions reduction targets representing the next step in California's environmental protection strategy; and

WHEREAS, SB 1383 sets forth organics and recycling compliance targets as stated in [Health & Safety Code § 39730.6](#) which are designed to progressively achieve California's goal of 75% recycling, composting or source reduction of solid waste by 2025; and

WHEREAS the California Green Building Standards Code – Part 11, Title 24, California Code of Regulations – known as CALGreen, requires diversion of construction and demolition materials from landfill disposal; and

WHEREAS, CITY has determined that the public health, safety and welfare require that non-exclusive Franchises be awarded to qualified franchisees for the collection, transport, processing and disposal of solid waste, recyclable materials, organic recyclable materials and construction and demolition materials in the CITY; and

WHEREAS, the Legislature has found and declared in Section 49510 of the Public Resources Code that it is in the public interest to foster and encourage solid waste enterprises so that, at all times,

CONTRACT NO. 2025-[CONTRACT_NUMBER]

there will continue to be competent enterprises willing and financially able to furnish needed solid waste handling service; and

WHEREAS, one of the purposes of this Agreement is to regulate such non-exclusive Franchises in order to ensure the orderly collection, transportation, processing and disposal of construction and demolition debris, solid waste, recyclables, and organics in the CITY, and to minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, CITY requires all solid waste collectors providing commercial solid waste services in the CITY to obtain a non-exclusive Franchise for the collection of commercial solid waste (Commercial Franchise) in order to regulate this business, ensure its orderly operation, and minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, CITY has determined that the FRANCHISEE does meet the requirements for the granting of such a Franchise and that the grant of a Commercial Franchise to FRANCHISEE is in the public interest; and

WHEREAS, CITY intends to receive value for the Franchise issued, through the payment by FRANCHISEE to CITY of a franchise fee, which represents a toll or rental for the use of CITY streets and rights of way; and

WHEREAS, the franchise agreements confer significant benefits to franchisees including the use of CITY right of way to perform services; and

WHEREAS, the CITY's franchise fees are similar to and in some instances lower than comparable or geographically proximate jurisdictions; and

WHEREAS, the CITY has analyzed the amount of franchise fees charged to franchised waste haulers and has determined that these fees are reasonable in relationship to the value and benefits conferred to each franchisee for the use of the CITY's right of way to perform services pursuant to the franchise agreement as well as the increased burden to CITY to maintain its right of way attributed to traffic from franchisees' vehicles; and

WHEREAS, FRANCHISEE agrees to and acknowledges that it shall arrange for the proper disposal of all garbage and the proper processing for maximum materials recovery of all designated recyclable materials, all designated organic recyclable materials, and all construction and demolition debris collected in the CITY. CITY is not instructing FRANCHISEE how to collect, transport, process or dispose of commercial garbage, recyclables, organics or construction and demolition debris as long as its operation is consistent with the Rancho Cordova Municipal Code and all applicable State and Federal laws; and

WHEREAS, CITY and FRANCHISEE desire to enter into a non-exclusive Commercial Collection Service Franchise Agreement in order that FRANCHISEE may perform commercial solid waste, temporary solid waste, and construction and demolition debris collection, transportation, processing and disposal services in the CITY.

NOW, THEREFORE, based on the mutual promises contained herein, the parties agree as follows:

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Article 1. Definitions.

For the purpose of this Commercial Collection Service Franchise Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in the Chapters 6.20 and 6.21 of the Rancho Cordova Municipal Code ("RCMC") shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.01 "Agreement". Agreement means the written Non-Exclusive Commercial Collection Service Franchise Agreement between the CITY and the FRANCHISEE covering the work to be performed, as well as all contract documents attached to the agreement and made a part thereof.

1.02 "Alternative Compliance". Alternative Compliance means a City-approved method by which a Customer that does not subscribe to a collection service for Organic Materials or Recyclable Materials manages Organic Materials or Recyclable Materials respectively. Alternative Compliance can consist of self-hauling, back-hauling, or shared services. City-approval of an application from the Customer is required in order for the Alternative Compliance to be in effect. The CITY may also revoke the Alternative Compliance should the Customer no longer qualify and/or present inadequate supporting documentation related to self-hauling, back-hauling or shared services.

1.03 "Applicable Law". All federal, state, county and local laws, regulations, rules orders, judgments, decrees, rulings, permits, approvals, or other requirement of any governmental entity or regulatory or quasi-regulatory authority having jurisdiction over an aspect of the Collection Services, including judicial interpretations thereof, that are in force on the Effective Date, and as may be enacted or amended thereafter, until termination or expiration of this Agreement.

1.04 "Bin." A metal or plastic container, with a capacity of one (1) cubic yard up to and including eight (8) cubic yards, designed or intended to be mechanically dumped into a front or rear-load packer vehicle. Bins may also include compactors that are owned by a Customer or the FRANCHISEE.

1.05 "Brokerage Services". Brokerage Services means the arrangement of Collection Services between a Business or Multi-Family Residential Property and a Franchised Service Provider wherein there is a third-party Franchised Service Provider that facilitates the sale, Container provision, billing, or some combination of these services.

1.06 "Brown Goods". Electronic equipment such as stereos, televisions, computers, monitors, VCR's and other similar items.

1.07 "Bulky Waste Collection Service". Bulky Waste Collection Service is the periodic on-call Collection of Large Items, by the FRANCHISEE, and the delivery of items to a City-Approved Processing Facility or such other facility as may be appropriate under the terms of this Agreement. Bulky Waste Collection Service includes the collection of items such as, but not limited to, furniture, carpets, mattresses,

CONTRACT NO. 2025-[CONTRACT_NUMBER]

electronic equipment and appliances. Bulky Waste Collection Service may include the Collection of Large Items using Roll-Off Containers.

1.08 "Business". Business means a commercial entity, proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust, or corporation that is organized for financial gain or profit, including but not limited to, offices, retail stores, markets, manufacturing facilities, warehouse and distribution facilities, restaurants, motels and hotels, theaters, medical offices, gas stations and automotive facilities; and not-for-profit organizations, associations and entities, including but not limited to, churches, hospitals, and social service organizations.

1.09 "Business Day." Business Day means any Monday through Friday, excluding any holidays.

1.10 "Cart." A heavy plastic receptacle with an approximate capacity of at least thirty-two (32) and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels.

1.11 "CITY". CITY means the City of Rancho Cordova, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.

1.12 "City-Approved C&D Sorting Facility". City-Approved C&D Sorting Facility means a City-approved facility that receives C&D Debris and/or processes C&D Debris into its component material types for reuse, recycling, and disposal of residuals. A list of approved facilities is included in Exhibit 1.

1.13 "City-Approved Disposal or Transfer Facility". City-Approved Disposal or Transfer Facility means a City-approved Landfill that accepts Solid Waste for disposal or a Transfer Station that accepts Solid Waste for processing and/or transfer to a permitted facility for disposal. A list of approved facilities is included in Exhibit 1.

1.14 "City-Approved Material Processing Facility". City-Approved Material Processing Facility means a City-approved facility that: 1) receives mixed Recyclable Material and processes Recyclable Material into its component material types for reuse, recycling, and disposal of residuals, or 2) receives Organic Recyclable Material and/or processes Organic Recyclable Material into its component material types for the recycling of organic waste, and disposal of residuals. A list of approved facilities is included in Exhibit 1.

1.15 City Manager. "City Manager" means the City Manager of the City of Rancho Cordovas, or his or her designated representative, or any employee of the CITY who succeeds to the duties and responsibilities of the City Manager.

1.16 "Collection" or "Collect". Collection means the act of picking up and removing Garbage, Recyclable Materials, or Organic Recyclable Materials at the place of generation.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

1.17 "Collection Services". Collection Services means FRANCHISEE's obligations under this Commercial Collection Service Franchise Agreement to collect Solid Waste within the CITY. Collection Services are inclusive of Commercial Collection Services, On-Call Service and Temporary Services.

1.18 "Commercial Collection Services". Commercial Collection Services means the weekly Collection of Designated Organic Recyclable Materials, Designated Recyclable Materials and/or Commercial Garbage in the CITY by Franchised Service Provider and associated transportation, processing and/or disposal of listed material types.

1.19 "Commercial Garbage" or "Garbage". Commercial Garbage means waste that is generated by a Business or Multi-Family Residential Property and Collected at such Business or Multi-Family Residential Property but does not include Designated Recyclable or Designated Organic Recyclable Materials.

1.20 "Contract Administrator". Contract Administrator means the Contract Administrator, or his or her designee, designated by the CITY to administer and monitor the provisions of the Agreement.

1.21 "Construction and Demolition Debris" or "C&D Debris". C&D Debris means used or discarded materials resulting from construction, renovation, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure, and such other materials as may be removed during the normal cleanup process of such construction, renovation, remodeling, repair, or demolition operations. This includes mixed construction and demolition debris and source separated recyclable construction and demolition materials that are not hazardous as defined in California Health and Safety Code Section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

1.22 "Container". Container means a Bin, Cart, Debris Box or Roll-Off Container for use by Customers for Collection Services under this Agreement.

1.23 "Covered Generator". Covered Generator means all Businesses and Multi-Family Residential Properties that are subject to the requirements of Chapter 6.21 of the Rancho Cordova Municipal Code.

1.24 "Covered Project". Covered project is defined in Rancho Cordova Municipal Code Section 16.92.020.J, and means a project that meets one or more of the following criteria: (1) is new construction; (2) is a demolition project; or (3) is a tenant improvement with a permit valuation greater than or equal to \$250,000. "Covered project" shall not include: (1) activities performed in response to an emergency, such as a natural disaster; or (2) activities that contain significant amounts of materials that cannot be disposed of in Class II sanitary landfills described in Title 27, Section 20250 of the California Code of Regulations, and as may be amended from time to time.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

1.25 "Customer". Customer means a Business or Multi-Family Residential Property owner or generator, or their contractor or other designated responsible person, or Residential Service Unit wishing to use FRANCHISEE service for Temporary Debris not acceptable through the Exclusive Residential Franchise Agreement who enters into a contract or other sales agreement with FRANCHISEE for Collection Services.

1.26 "Designated Green Materials" or "Green Materials". Green Materials means materials that are required to be separated by Covered Generators from Commercial Garbage and Designated Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Green Materials include, but are not limited to: yard trimmings, grass, weeds, leaves, pruning, branches, dead plants, brush, tree trimmings, dead trees, small wood pieces and other types of organic yard waste. Green Materials does not include food scraps and paper contaminated with food scraps.

1.27 "Designated Organic Recyclable Materials" or "Organic Recyclable Materials" or "Organics". Organics means materials that are required to be separated by Covered Generators from Commercial Garbage and Designated Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Organic Recyclable Materials include the following materials: food waste, Green Materials, landscaping and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

1.28 "Designated Recyclable Materials" or "Recyclable Materials" or "Recyclables". Recyclables means materials that are required to be separated by Customers from Commercial Garbage and Designated Organic Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Recyclable Materials currently include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding ten (10) pounds in weight for any single item); steel including "tin" cans and small scrap (not exceeding ten (10) pounds in weight for any single item); bimetal containers; plastic containers (#1 and #2); aseptic containers;; and those materials accepted by FRANCHISEE or CITY for Recycling, as updated from time to time.

1.29 "Franchise", "Franchise Agreement" or "Agreement". Agreement means this written document and all exhibits and amendments thereto between CITY and FRANCHISEE.

1.30 "Franchised Service Provider." Franchised Service Provider means a waste collection provider operating under a Franchise Agreement in the City of Rancho Cordova.

1.31 "Gross Revenue". Gross Revenue means all monetary amounts actually received by FRANCHISEE for the performance of Collection Services. Gross Revenues includes all receipts from Customers inclusive of container rentals, late charges, fuel surcharges, and contamination fees. Gross

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Revenue does not include revenues generated from the sale of Recyclable Materials, compost, energy, grants, cash awards, California Department of Conservation payments, or rebates.

1.32 “Hauler Route”. Hauler Route means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclable Material, or Organics collection services (not Temporary) within the Company’s collection service area under the Agreement.

1.33 “Hazardous Materials”. Hazardous Materials means those materials that may have a negative impact on human health or the environment, including but not limited to all hazardous materials defined in Health and Safety Code Section 25501, subdivision (n), namely any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. Under this Agreement, “Hazardous Materials” include, but are not limited to, hazardous substances, hazardous waste, per- and polyfluoroalkyl substances (“PFAS”), lead-containing paint, polychlorinated biphenyls (“PCBs”), asbestos-containing materials (“ACMs”), asbestos containing construction materials (“ACCMs”), and any material that FRANCHISEE reasonably believe(s) would, as a result of or upon acceptance, be violation of local, state, or federal law, regulation, or ordinance, including waste that cannot be disposed of in Class III landfills or material or waste that in FRANCHISEE’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose FRANCHISEE or CITY to potential liability. Hazardous Materials does not include any materials, wastes, or Solid Waste defined as allowable materials for collection through this Agreement.

1.34 “Landfill”. Landfill means a City-approved facility that: has obtained and maintains for the term of the Agreement valid permit(s) to dispose of Solid Waste and such other materials as may be delivered by FRANCHISEE under the terms of this Agreement. Landfills are included as a City-Approved Disposal Facility.

1.35 “Large Items”. Large Items means those materials Collected as part of Bulky Waste Collection Services that includes, but is not limited to: furniture, carpets, mattresses, White Goods, Brown Goods, clothing, tires, or some combination of such items.

1.36 “Multi-Family Residential Property” or “MFD Property”. MFD Property means five (5) or more residential dwelling units located on a single parcel of land and any mobile home park located within the CITY.

1.37 “National Contracts”. National Contracts means contracts between waste management companies and multi-sited waste generating companies that currently operate in more than one state in the United States.

1.38 “Non-Exclusive Commercial Collection Service Franchise Agreement”. Non-Exclusive Commercial Collection Service Franchise Agreement means an agreement between the CITY and a

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Franchised Service Providers to provide regular Commercial Collection Services, On-Call Services and Temporary Service to Customers.

1.39 “Non-Exclusive Temporary Service Agreement”. Non-Exclusive Temporary Service Agreement means an agreement between the CITY and a Franchised Service Provider to provide Temporary Service.

1.40 “On-Call Service”. On-Call Service means Collection using Containers provided to a Customer where the Containers are placed indefinitely and the Customer requests service as needed as opposed to regular weekly, or more frequent, service. On-Call Service is performed by a person or company that holds a valid Non-Exclusive Commercial Collection Service Franchise Agreement with the CITY for the delivery of those materials to a City-Approved Material Processing Facility or City-Approved Disposal or Transfer Facility.

1.41 “Organics Recycling”. Organics Recycling means the process of Collecting, sorting and treating Organic Recyclable Materials and/or Green Materials that would have otherwise become Commercial Solid Waste and returning them to a safe, nuisance-free compost product by treating the materials to a controlled biological decomposition to ensure compliance with SB 1383.

1.42 “Prohibited Container Contaminants”. Prohibited Container Contaminants means any of the following:

1.42.1 Non-Organic Recyclable Materials placed in the Organics Container, including but not limited to, textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste;

1.42.2 Material placed in the Garbage Container that is specifically identified under the Agreement for collection in the Organics Container or the Recyclables Container;

1.42.3 Non-Recyclable Material placed in the Recyclables Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Recyclables Container.

1.43 “Recycling” or “Recycled”. Recycled means the process of Collecting, sorting, cleansing, treating and reconstituting Recyclable Materials that would otherwise become Commercial Garbage and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.

1.44 “Residential Service Unit”. Residential Service Unit means any single-family dwelling unit in the CITY.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

1.45 "Risk Manager". Risk Manager is a CITY staff member or designee who provides management and advice regarding all insurance operations for the CITY.

1.46 "Roll-Off Container". Roll-Off Container means a metal container with a capacity of ten (10) or more cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility. Roll-Off Containers may also include compactors that are owned by a Customer or the FRANCHISEE.

1.47 "Route Review". A Route Review means a visual inspection, whether by a person or technology, of contents within Containers along a Hauler Route for the purpose of identifying Prohibited Container Contaminants

1.48 "Service Acknowledgement". Service Acknowledgement means a written form provided by the FRANCHISEE and completed by the Customer as part of the sales transaction for Temporary Service denoting whether the material being collected is from a Covered Project and acknowledgement of responsibility to recycle the material to the maximum extent feasible.

1.49 "Service Agreement". Service Agreement means a written agreement between FRANCHISEE and a Customer concerning the provision of Commercial Collection Services.

1.50 "Service Unit." Service Unit means a single subscriber to FRANCHISEE's Solid Waste Collection. This includes all retail, professional, wholesale, and industrial facilities, as well as other commercial enterprises offering goods or services to the public and MFDs, that utilize a Garbage Bin, Cart, Compactor, or Roll-Off Container for the accumulation and set-out of Commercial Solid Waste.

1.51 "Solid Waste". Solid Waste means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, Construction and Demolition Debris, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. Solid Waste does not include any Hazardous Material, including any hazardous waste or low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the Health and Safety Code, or medical waste. Solid Waste includes Recyclable Materials and Organic Recyclable Materials that are set out for separate Collection for the purposes of Recycling or Organics Recycling, and that are not landfilled.

1.52 "Source Separate" or "Source Separated". Source Separated means the process of removing Recyclable Materials or Organic Recyclable Materials from Garbage for the purpose of Recycling or Organics Recycling, done by the Customer.

1.53 "Technical Assistance". Technical Assistance providing direct, in-person assistance to Customers including, but not limited to, the following: site visits, waste audits, container right-sizing, signage suggestions/provision, etc. with the goal to increase diversion of and decrease disposal of Recyclable Materials and Organic Recyclable Materials.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

1.54 "Temporary Debris". Temporary Debris means used or discarded materials resulting from construction, remodeling, repair, demolition, or cleanup operations on any type of structure or property. May include commingled Green Materials, Recyclable Materials and non-recyclable C&D Debris. Temporary debris is not routine, weekly Solid Waste generated by the standard operation of a business or residence.

1.55 "Temporary Service". Temporary Service includes subcategories of Temporary Roll-Off Service and Temporary Cart and Bin Service, and means Collection using Containers provided to a Customer on an as-needed basis for the temporary Collection of Solid Waste in conjunction with construction, demolition, clean up, or other time-limited project. Temporary Service is not ongoing, weekly collection of routine Solid Waste or On-Call Service. Temporary Service is provided by a person or company that holds a valid Non-Exclusive Commercial Collection Services or Temporary Service Agreement with the CITY for the delivery of those materials to a processing or disposal facility.

1.55.1 "Temporary Roll-Off Service". Temporary Roll-Off Service means Collection of Roll-Off Containers for the purpose of Collecting Temporary Debris.

1.55.2 "Temporary Cart and Bin Service." Temporary Cart and Bin Service means Collection of Carts and Bins from Businesses and Multi-Family Residential Properties for the purpose of Collecting Temporary Debris.

1.56 "Transfer Station". Transfer Station means a City-approved facility that: has obtained and maintains for the term of the Agreement valid permit(s) to accept, process or consolidate Solid Waste and such other materials as may be delivered by FRANCHISEE under the terms of this Agreement for delivery to another facility for further processing or disposal. Transfer Stations are included as a City-Approved Disposal or Transfer Facility

1.57 "White Goods". Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

1.58 "Waiver". Waiver means a City-Approved De Minimis Waiver or Physical Space Waiver.

1.58.1 "De Minimis Waiver." De Minimis Waiver means a City-approved Waiver in circumstances where the Covered Generator's total Solid waste generations is either

1.58.1.1 Two cubic yards or more per week and Organics subject to collection in a Recyclables Container or Organics Container comprises less than 20 gallons per week of the Covered Generator's Solid Waste; or

1.58.1.2 Less than two cubic yards per week and Organics subject to collection in a Recyclables Container or Organics Container comprises less than 10 gallons per week of the Covered Generator's Solid Waste; or

CONTRACT NO. 2025-[CONTRACT_NUMBER]

1.58.2 "Physical Space Waiver." Physical Space Waiver means a City-approved Waiver in circumstances where the Service Unit lacks adequate space for Recyclables or Organics Containers.

Article 2. Grant of Non-Exclusive Franchise.

CITY hereby grants to FRANCHISEE a Franchise for Commercial Collection Service authorizing FRANCHISEE to engage in the business of Collecting, transporting, processing, and disposing of Commercial Solid Waste and Temporary Debris kept, accumulated or generated in CITY and to use the public streets and rights of way for such purpose.

Article 3. Acceptance of Franchise.

FRANCHISEE hereby accepts the Franchise on the terms and conditions set forth in this Agreement, Chapters 6.20 (Solid Waste Management), 6.21 (Business and Multifamily Recycling and Organics Recycling), and 16.92 (Construction and Demolition (C&D) Debris) of the Rancho Cordova Municipal Code, and all related ordinances and resolutions. Execution of this Agreement shall not constitute the notification required by Public Resources Code Section 49520.

Article 4. Term of Franchise.

4.01 Subject to Article 32 of this Agreement, the term of the Franchise granted to FRANCHISEE shall be from January 1, 2026 through December 31, 2026. The effective date of this Agreement shall be January 1, 2026.

4.02 This Agreement shall renew automatically on each anniversary of the effective date for a one (1) year term unless cancelled in writing by either party no later than ninety (90) days written notice prior to the next renewal date.

4.03 In the event the Agreement proceeds via an automatic renewal, either CITY or FRANCHISEE may give notice of a desire to negotiate material changes to this Agreement no later than one hundred eighty (180) days prior to the end of the term of this Agreement, and the parties agree to negotiate in good faith regarding such proposed changes.

4.04 In the event the Agreement proceeds via an automatic renewal, FRANCHISEE shall provide CITY with updated information identifying all administrative changes since the submission of the initial application or the last application update no later than ninety (90) days prior to the end of the term of this Agreement, including but not limited to change in ownership, contact, address, insurance and other information that does not materially alter the structure of the Agreement.

Article 5. Conditions for Effectiveness.

The effectiveness of this Agreement is subject to FRANCHISEE's satisfaction of each and all of the conditions set forth below, each of which may be waived in whole or in part by CITY. Any such waiver must be in writing.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

5.01 Absence of Litigation. There is no litigation pending on the effective date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

5.02 Furnishing of Insurance. FRANCHISEE has furnished evidence of the Insurance required by Article 20 of this Agreement.

5.03 Furnishing of Sample Service Agreement. FRANCHISEE has provided CITY with the Service Agreement template for use with Customers located within Rancho Cordova. Service Agreement must be consistent with Sections 16.01 and 16.02 of this Agreement.

5.04 If FRANCHISEE has facility(ies) within the CITY, FRANCHISEE shall obtain, provide, and maintain a City of Rancho Cordova business license throughout the term of the Agreement.

Article 6. Limitations on Scope of Franchise.

6.01 Under the terms of this Franchise, FRANCHISEE has the authority to Collect only Commercial Solid Waste from Businesses and Multi-Family Residential Properties ,provide Temporary Cart and Bin Service to only Businesses and Multi-Family Residential Properties, and provide Temporary Roll-Off Collection Service to all generators.

6.02 FRANCHISEE may not engage in Collection of materials covered under the residential Collection Service and Street Sweeping Service Contract between the City of Rancho Cordova and Atlas Disposal, or any successor contract entered into by the CITY for such service.

6.03 FRANCHISEE may not collect Hazardous Waste, regardless of its source.

Article 7. Franchise Fees.

7.01 During the term of the Franchise, FRANCHISEE shall pay to CITY franchise fees for the privilege of using CITY streets and public rights-of-way to engage in the business of providing Commercial Collection Services and Temporary Services in CITY.

7.02 Franchise fees shall be a percentage of all Gross Revenues, less franchise fees received from Customers, including those Customers that are state or federal agencies or entities located within CITY, for the provision Commercial Collection Services and Temporary Services. The franchise fee shall be calculated based on Gross Revenues prior to FRANCHISEE imposing the franchise fee on its Customers.

7.03 The franchise fee percentage shall be **eight percent (8%)** or such other amount applicable to Commercial Franchises that may be adopted at any time during the term of this Agreement by a resolution of the City Council, or by the City Manager if the City Council has delegated such authority to the City Manager by resolution.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

7.04 In the event the franchise fee or any other CITY fee is determined by a court to be excessive, invalid or unenforceable, then: (i) FRANCHISEE shall not be obligated to remit the future portion of the franchise fee or CITY fee deemed excessive, invalid, or unenforceable to the CITY; (ii) to the extent the Customers are entitled to a reimbursement of any excessive, invalid or unenforceable franchise fee or CITY fees, and CITY is required to reimburse FRANCHISEE in the amount of the franchise fee or CITY fees previously remitted to CITY that have been deemed excessive, invalid or unenforceable, thereafter, FRANCHISEE shall directly reimburse all Customers entitled to reimbursement in the amount attributable to each Customer account. In no event shall FRANCHISEE retain any portion of the fees reimbursed by CITY; (iii) to the extent the Customers are entitled to a reimbursement of any excessive, invalid or unenforceable franchise fee or CITY fees, and CITY is required by a court to directly reimburse Customers, FRANCHISEE shall assist CITY in identifying all Customers entitled to a reimbursement, quantifying the reimbursement amount attributable to each Customer account, and obtaining and providing to CITY any other information needed to satisfy the obligations imposed by a court; and (iv) CITY and FRANCHISEE will, within thirty (30) days following such court decision meet and confer to negotiate in good faith and using reasonable efforts to attempt to agree on modifications to the Agreement.

Article 8. Franchise Fee Payment.

8.01 Franchise fees shall be payable on a monthly basis. Payment to the CITY shall be due on the twentieth (20th) day of the month following the month the Gross Revenues are collected (e.g., due February 20 for the month of January). Each payment shall be calculated in accordance with the provisions of this Agreement and the Rancho Cordova Municipal Code.

8.02 The franchise fee shall be paid to the Contract Administrator at the address set forth in Section 8.04 of this Agreement.

8.03 No statement filed under this Section shall be conclusive as to the matters set forth in such statement, nor shall the filing of such statement preclude CITY from collecting by appropriate action the sum that is actually due and payable.

8.04 FRANCHISEE shall pay all required franchise fees to:

City of Rancho Cordova
Attn: Solid Waste Franchise Contract Administrator
3303 Luyung Dr.
Rancho Cordova, CA 95742

Franchisee shall remit a copy of the gross revenue form to the Contract Administrator by email at recycle@cityofranhocordova.org or in an alternative digital manner, as may so be instructed by the Contract Administrator in writing during the term of the Agreement.

8.05 If FRANCHISEE remits franchise fees by personal delivery to CITY, such franchise fees shall be deemed timely paid only if delivered on or before 5:00 p.m. on the due date. If FRANCHISEE

CONTRACT NO. 2025-[CONTRACT_NUMBER]

remits franchise fees by mail or other delivery service, such franchise fees shall be deemed timely only if: (1) the envelope containing the franchise fee payment bears a postmark or receipt showing that the payment was mailed or sent on or before the due date; or (2) FRANCHISEE submits proof satisfactory to CITY'S Contract Administrator that the franchise fee payment was in fact deposited in the mail or sent on or before said due date. An electronic remittance of the gross revenue form shall be delivered by email on or before 5:00 p.m. on the due date.

8.06 In the event FRANCHISEE believes that it has paid franchise fees in excess of the fees due to CITY, FRANCHISEE may submit a request for refund to the Contract Administrator on a form provided by the Contract Administrator. If proof of overpayment is satisfactory to the Contract Administrator, the Contract Administrator shall refund to FRANCHISEE any overpayment. FRANCHISEE shall not apply any overpayment as a credit against any franchise fees or other amounts payable to CITY unless specifically authorized by the Contract Administrator in writing.

Article 9. Approval of Facilities

9.01 All facilities are approved through the Agreement application and associated Agreement approval, as well as subsequent application updates provided during the Agreement renewal process.

9.01.1 City-Approved C&D Sorting Facilities are a discrete list of facilities certified by the County of Sacramento that have been deemed to achieve sufficient diversion to meet the requirements for Covered Projects.

9.01.2 City-Approved Material Processing Facilities are a list of facilities pre-approved by the CITY prior to delivery of materials to the facility. The CITY requires that all facilities utilized by FRANCHISEE hold active permits and licenses for the designated processing and disposal activity.

9.01.3 City-Approved Disposal Facilities are a list of facilities pre-approved by the CITY prior to delivery of materials to the facility. The CITY requires that all facilities utilized by FRANCHISEE hold active permits and licenses for the designated disposal activity.

9.02 In the event FRANCHISEE desires to utilize a facility that is not listed in Exhibit 1, the following process shall be employed

9.02.1 Except as outlined in Section 9.02.4 below, provide written notice to the Contract Administrator requesting to add a facility.

9.02.2 Written notice shall include the facility name, address, material(s) accepted, SWIS number and the reason why the facility is being requested. Facilities must hold appropriate permits to process/dispose of the materials.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

9.02.3 Contract Administrator will respond within five (5) business days of receipt of the request with a confirmation of the facility's acceptability or disqualification if the facilities do not hold the proper permits. Facilities holding all applicable permits and meeting regulations will not unreasonably be withheld for approval by the CITY.

9.02.4 In case of emergency, where advance notice requesting to add a facility is impractical, FRANCHISEE must provide notice to Contract Administrator as soon as possible. An emergency is defined as circumstances that preclude an approved facility from accepting materials from FRANCHISEE; unfavorable terms or pricing are not applicable. Emergency facility use is by definition temporary in nature. Continued use of an emergency facility shall follow the process outlined in 9.02 within five (5) business days.

Article 10. Transportation, Processing, Diversion: Temporary Service.

10.01 FRANCHISEE shall obtain a Service Acknowledgement from all Temporary Service Customers so that all parties are aware of required material processing and diversion based on the specific project, as well as all paperwork and supporting documentation that may be required of the material generated by the project.

10.02 FRANCHISEE shall deliver all Construction and Demolition Debris loads that are considered a Covered Project to a City-Approved C&D Sorting Facility where the material shall be processed for maximum recovery, with a minimum diversion rate of 65% based on the facility's diversion rate. All weight tickets issued by City Approved C&D Sorting Facility(ies) for mixed Construction and Demolition Debris loads shall be stamped "Sacramento County Certified C&D Sorting Facility" to indicate that the materials were sorted in a manner to achieve maximum recovery of Recyclable Materials, with a minimum diversion rate of 65%. FRANCHISEE must receive written approval from CITY prior to delivering Construction and Demolition Debris from Covered projects to a facility other than those listed as a City-Approved C&D Facility in Exhibit 1.

10.03 FRANCHISEE shall deliver all Construction and Demolition Debris loads that are not considered a Covered Project to a City-Approved C&D Sorting Facility where the material shall be processed for maximum recovery. A "Sacramento County Certified C&D Sorting Facility" stamp is not required for non-Covered projects, but the FRANCHISEE must travel over the scale(s) and follow the appropriate delivery procedures per the facility to ensure that the material is processed for maximum recovery.

10.04 FRANCHISEE shall Collect, transport, and deliver all Source-Separated Construction and Demolition Debris, such as clean metal or wood, to an appropriate City-Approved C&D Sorting Facility, City-Approved Processing Facility or permitted end-user recycler of Source-Separated material.

10.05 FRANCHISEE shall Collect, transport, and deliver all Organic Recyclable Materials and Recyclable Materials set out for Collection in Containers identified as containing, respectively, Organic

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Recyclable Materials or Recyclable Materials to a City-Approved Processing Facility listed in Exhibit 1 for its respective recycling stream.

10.06 For any Temporary Debris loads FRANCHISEE Collects, transports, and delivers directly to a City-Approved Disposal or Transfer Facility for disposal to Landfill FRANCHISEE document with supporting evidence deemed appropriate by FRANCHISEE that less than 30% of the load is deemed recoverable via a visual assessment.

10.06.1 FRANCHISEE shall submit copies of documentation as set forth in Section 18.03.4.

10.06.2 Should FRANCHISEE deliver loads to a disposal facility that are determined to have met or exceeded the 30% recovery threshold by CITY, FRANCHISEE may be subject to Administrative Charges as defined in Exhibit 2.

10.07 FRANCHISEE shall be required to divert from disposal a minimum of sixty-five percent (65%) of all Temporary Debris Collected by FRANCHISEE per quarter in aggregate, as reported in three (3) consecutive monthly reports.

10.07.1 Should FRANCHISEE fail to achieve 65% diversion in aggregate during three-month reporting period, CITY will revoke applicability of Section 10.06 and FRANCHISEE will be required to transport all Collected Temporary Debris to a City-Approved C&D Facility for the subsequent 3-month reporting period. Additionally, Administrative Charges per Exhibit 2 would apply.

10.08 Diversion Requirements Calculation. For purposes of determining if FRANCHISEE achieves FRANCHISEE'S diversion requirements for Temporary Debris, the Parties agree the diversion rate will be calculated using the following formula: "the tons of Temporary Debris Collected by FRANCHISEE from the provision of Temporary Roll-Off Services, multiplied by the reported recovery rate of the City-Approved Processing Facility(ies) utilized by the FRANCHISEE for each individual load delivered to the City-Approved Processing Facility(ies)." Diversion rate shall be calculated in aggregate over the course of the quarter, per following example table below. Failure to achieve diversion may result in an Administrative Charge as defined in Exhibit 2.

Date	Monthly Report	Weight Ticket	Weight (tons)	Facility	Diversion Rate	Diverted Tonnage
1/3/2026	January	123	6.8	Florin Perkins	72.68%	4.942
2/14/2026	February	124	8.5	L&D	80.23%	6.820
2/21/2026	February	125	7.8	Sierra	83.12%	6.483
3/3/2026	March	126	4.8	Kiefer	0.00%	0.000
Q1 Aggregate			27.9		65.39%	18.245
4/13/2026	April	127	11.1	Florin Perkins	72.68%	8.067
4/14/2026	April	128	9.8	Florin Perkins	72.68%	7.123

CONTRACT NO. 2025-[CONTRACT_NUMBER]

5/13/2026	May	129	8.7	L&D	80.23%	6.980
6/3/2026	June	130	7.6	Sierra	83.12%	6.317
6/20/2026	June	131	6.5	Florin Perkins	72.68%	4.724
Q2 Aggregate			43.7		76.00%	33.211
7/5/2026	July	132	8.9	L&D	80.23%	7.140
9/4/2026	September	133	9.8	Sierra	83.12%	8.146
9/5/2026	September	134	9.8	Sierra	83.12%	8.146
Q3 Aggregate			28.5		82.22%	23.432
10/5/2026	October	135	7.1	Kiefer	0.00%	0.000
10/31/2026	October	136	7.6	Florin Perkins	72.68%	5.524
11/4/2026	November	137	8.5	L&D	80.23%	6.820
Q4 Aggregate			23.2		53.20%	12.343

* In the above example, FRANCHISEE fails to achieve required diversion in the Q4 aggregate reporting, and would be required to process all Temporary Debris in a City-Approved C&D Facility for the subsequent 3 months (Q1 of following calendar year).

10.09 FRANCHISEE shall make a good faith effort to obtain and subsequently report on the diversion rate as communicated to FRANCHISEE by City-Approved Processing Facility(ies) for every facility used during each reporting month. Diversion for Source Separate materials will be assumed to be one hundred percent (100%).

10.10 FRANCHISEE shall not receive diversion credit for Designated Organic Recyclable Materials that are delivered to a City-Approved Processing Facility or other facility for disposal if that facility uses such material for alternative daily cover and, as of that date, FRANCHISEE shall not report Designated Organic Recyclable Materials as diversion on its quarterly reports if such material is delivered to a City-Approved Processing Facility or other facility for disposal if that facility uses such material for alternative daily cover.

Article 11. Transportation, Processing, Diversion: Commercial Collection Service.

11.01 Secure Processing and Disposal Capacity. FRANCHISEE shall secure processing facility(ies) and disposal facility(ies) approved by CITY and provide Collection, processing, and disposal capacity to accommodate the quantity and type of Commercial Collection Service provided to all of its Customers. Approved facilities are listed in Exhibit 1. Facilities not identified in Exhibit 1 shall be requested for inclusion per Section 9.02.

11.02 Transportation of Recyclable and Organic Recyclable Material.

11.02.1 FRANCHISEE shall Collect, transport, and deliver all Organic Recyclable Materials set out for Collection in Containers identified as containing Organic Recyclable Materials to a City-Approved Organics Processing Facility listed in Exhibit 1 for Organics Recycling.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

11.02.2 FRANCHISEE shall Collect, transport, and deliver all Recyclable Materials set out for Collection in Containers identified as containing Recyclable Materials to a City-Approved Materials Recovery Facility listed in Exhibit 1 for processing and Recycling.

11.03 Transportation of Garbage. FRANCHISEE shall dispose of or process Commercial Garbage by taking such Commercial Garbage to a City-Approved Disposal or Transfer Facility, or a City Approved Processing Facility which is lawfully authorized to accept such Commercial Garbage. FRANCHISEE shall not dispose of such Commercial Garbage by depositing it on any land, whether public or private. FRANCHISEE shall not dispose of such Commercial Garbage in any river, stream or other waterway, or in any sanitary sewer or storm drainage system.

Article 12. Ownership of Commercial and Temporary Solid Waste.

CITY does not gain any ownership or right to possess Solid Waste Collected by FRANCHISEE pursuant to this Agreement. Subject to the provisions of this Agreement, FRANCHISEE shall have the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or use the Solid Waste that it Collects pursuant to the terms of this Agreement.

Article 13. Container Placement.

13.01 FRANCHISEE shall plan as a matter of standard operating procedures to place Containers on the Customer's private property for all Commercial Collection Service and Temporary Service. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. Any damage caused by Contractor to Customer property shall be repaired or replaced promptly.

13.02 In rare cases, FRANCHISEE may need to place Containers in the CITY's right-of-way, in which case FRANCHISEE must place Containers in strict adherence with CITY's right-of-way requirements, including obtaining an encroachment permit for any Temporary Service in which a Container is placed in the CITY's right-of-way. FRANCHISEE will exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right-of-way which occurs as a result of the maintenance of the encroachment, including any and all damage to the roadway which would not have occurred had Container placement not caused such encroachment.

Article 14. Commercial Collection Service

FRANCHISEE must perform all Commercial Collection Services, including On-Call Service, under this Agreement in a thorough and professional manner, including:

14.01 Commercial Recycling and Commercial Organics Recycling Collection Services. FRANCHISEE must provide each service location Commercial Recycling and Commercial Organics Recycling Collection Services to its Customers, unless the Customer has an active Waiver or Alternative Compliance approved by the CITY, as described in the Rancho Cordova Municipal Code. Covered Generators are required to obtain the following thresholds of service:

CONTRACT NO. 2025-[CONTRACT_NUMBER]

14.01.1 Recycling Requirements. All Customers, regardless of the volume of Solid Waste generated, are required to arrange for Commercial Recycling Collection Services unless operating under a CITY approved Waiver or Alternative Compliance; and

14.01.2 Organics Recycling Requirements. All Customers, regardless of the volume of Solid Waste generated, are required to arrange for Commercial Organic Recycling Services unless operating under a CITY approved Waiver or Alternative Compliance.

14.02 Should FRANCHISEE fail to provide comprehensive service in the form of Garbage, Recycling and Organics, Administrative Charges would apply per Exhibit 2.

14.03 On-Call Service. All Customers receiving On-Call Service must subscribe to Commercial Recycling and Commercial Organics Collection Services unless the Customer has an active Waiver or Alternative Compliance approved by the CITY, as described in the Rancho Cordova Municipal Code. In addition, FRANCHISEE must familiarize itself with the materials generated and disposed of by the On-Call Customer, especially in cases where open-top Roll-Off Containers are employed. Where appropriate, FRANCHISEE may document that less than 30% of the ongoing On-Call Service utilizing an open-top Roll-Off container is recoverable for the On-Call Customer, in which case associated Administrative Charges would not apply. If FRANCHISEE intends to deliver directly to a City-Approved Disposal or Transfer Facility for disposal to Landfill, FRANCHISEE must evaluate any open-top Roll-Off Containers employed as part of On-Call Service as specified in Section 10.06.

14.04 In the event that the FRANCHISEE must stop providing Commercial Garbage Collection Service to a Customer due to non-compliance with the CITY's municipal code, FRANCHISEE shall discuss the proper code enforcement process. As part of the process, the FRANCHISEE may be required to take the following steps, as described in the Rancho Cordova Municipal Code 6.21.100:

14.04.1 Issue a written "Service Termination Notice" to the noncompliant Customer that the FRANCHISEE shall terminate Commercial Garbage Collection Services within 14 days of providing that Service Termination Notice to the Service Unit. That "Service Termination Notice" shall clearly state that it is mandatory for the Customer to subscribe to Commercial Garbage Collection Service, Commercial Recycling Collection Service, and Commercial Organic Recycling Collection Service as required by the Rancho Cordova Municipal Code;

14.04.2 Notify the CITY by email no more than fourteen (14) days and no less than seven (7) days before it intends to suspend service for all Commercial Garbage Collection Service Containers from the Service Unit;

14.04.3 Lock or remove all Containers from the Service Unit; and

CONTRACT NO. 2025-[CONTRACT_NUMBER]

14.04.4 Notify the Contract Administrator or his or her designee in person or by telephone or email within two (2) Business Days after locking or removing all Containers from the Service Unit.

14.05 FRANCHISEE, upon request, shall provide the Contract Administrator with a copy of a Service Agreement, or other document (e.g., receipt from a recycling or composting facility) demonstrating that the Customer's Recyclable Materials and Organic Recyclable Materials are being taken to a City-Approved Processing Facility. The Service Agreement, or other documents shall be available for inspection by the Contract Administrator at FRANCHISEE'S place of business during normal business hours within 5 business days of request.

14.06 Route Reviews. FRANCHISEE shall conduct a Route Review for Prohibited Container Contaminants in Containers in a manner that results in twenty percent (20%) of each Hauler Route being reviewed annually in order to support the CITY in assessing overall compliance with SB 1383, including minimization of Prohibited Container Contaminants across Garbage, Recycling and Organics Containers.

14.06.1 Each inspection shall involve lifting the Container lid and observing the contents, but shall not require FRANCHISEE to disturb the contents or open any bags. Route Reviews may be performed using camera technology during the collection process, in lieu of manually viewing contents by a person. FRANCHISEE may select the Containers to be inspected at random, or (if mutually agreed with CITY) by any other method not prohibited under the SB 1383 Regulations (Section 18984.5(b)). Route Reviews should indiscriminately assess Containers along the Hauler Route and should not be reflective of only operational-related contamination issues (e.g., only identifying plastic bag contamination in the Recycling Containers). For each Route Review of a Customer along a Hauler Route, FRANCHISEE shall inspect all Containers placed for Collection by an individual Customer (including Recyclable Materials Containers, Organic Waste Containers, and Garbage Containers). Those Customers receiving On-Call Service for one or more materials must also be included in any Route Reviews. For the avoidance of doubt, FRANCHISEE shall not be required to inspect every Container on a Hauler Route annually. FRANCHISEE shall include the results of each Route Review in its next regularly scheduled report to CITY, as required by Article 18.

14.06.2 Notice of Contamination. Upon finding Prohibited Container Contaminants in a Container during a Route Review, FRANCHISEE shall notify the Customer of the violation in writing. The written notice shall include information regarding the Customer's requirement to properly separate materials into the appropriate Containers. The notice may be left on the Customer's Container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered personally to the Customer. FRANCHISEE may dispose of the contents of any Container found to contain Prohibited Container Contaminants. The notice shall be provided in English and Spanish.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Article 15. Multi-Family Residential Property Bulky Waste Collection Service.

15.01 FRANCHISEE shall offer Multi-Family Residential Property Bulky Waste Collection Service to Multi-Family Residential Property Customers that have a Service Agreement with FRANCHISEE, and whose Large Items have been placed within five (5) feet of the curb, swale, paved surface of the public or private roadway, closest accessible roadway, or other such location agreed to by FRANCHISEE and the Customer. The agreed upon location for placing Large Items must provide safe and efficient accessibility to FRANCHISEE's collection crew and vehicle.

15.02 Multi-Family Residential Property management must call in advance to schedule Multi-Family Residential Property Bulky Waste Collection Service. Collection will occur on the day agreed to between the Multi-Family Residential Property management and FRANCHISEE and/or within five (5) business days of request of service from Multi Family Residential Property management. The cost for receiving this service shall be negotiated between the FRANCHISEE and Multi-Family Residential Property Customer.

15.03 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 15.03.1 Reuse as is (where energy efficiency is not compromised).
- 15.03.2 Recycle.
- 15.03.3 Disposal.

15.04 Disposal of Bulky Waste.

15.04.1 FRANCHISEE may not landfill such Large Items unless the Large Items cannot be reused or recycled.

15.04.2 Should FRANCHISEE deliver loads to a disposal facility that are determined to have met or exceeded the 30% recovery threshold by CITY, FRANCHISEE may be subject to Administrative Charges as defined in Article 24 and Exhibit 2.

15.04.3 FRANCHISEE shall ensure all Brown Goods and White Goods are handled properly and in conformance with Applicable Law.

Article 16. Service Agreements

16.01 FRANCHISEE shall execute a written Service Agreement with all Customers receiving Commercial Collection Services and/or On-Call Service. Service Agreements shall incorporate, but are not limited to, the following terms and conditions:

- 16.01.1 Be clearly labeled as a Service Agreement;

CONTRACT NO. 2025-[CONTRACT_NUMBER]

16.01.2 Describe the Commercial Collection Services to be provided by FRANCHISEE, the frequency of such services and the cost for providing such services to the Customer;

16.01.3 Clearly state the initial term and renewal terms;

16.01.4 Clearly state any term that is mutually agreed to by the Customer and FRANCHISEE, but recognizing that this Franchise Agreement must remain in full force and effect throughout the term of the Service Agreement;

16.01.5 May contain a provision for automatic renewal for successive periods of no longer than one (1) year, unless either party gives written notice of termination by certified or registered mail or by email at least sixty (60) days prior to the termination date of the current Service Agreement;

16.01.6 A term allowing for amendments, defined as changes in the type, size, amount, service frequency or other service changes, changes in service location, or other modifications to service terms, as mutually agreed upon by the Customer and FRANCHISEE and as documented via a written and transmitted amendment to original Service Agreement.;

16.01.6.1 If the amendment to the Service Agreement alters the time frame and or term associated with the original Service Agreement, then such amendment shall clearly state updated time frame and status relative to initial term and/or renewal term (i.e., date the change takes place, and time remaining in current term. Alternatively, FRANCHISEE and Customer may mutually agree to terminate the current Service Agreement and enter into a new Service Agreement reflecting the updated timeframe and/or term);

16.01.6.2 Upon next invoice to Customer, immediate reflect updated rates and/or pricing (prorated, as appropriate) resulting from change in service, including but not limited to removal of service as a result of an approved Waiver or Alternative Compliance.

16.01.7 Require FRANCHISEE to provide written notice to Customers of price increases not less than thirty (30) days prior to the effective date of such price increase;

16.01.8 FRANCHISEE shall respond to Customer inquiries regarding the Service Agreement within seven (7) days, including a request by the Customer for a copy of the current franchise agreement;

16.01.9 Include language stating that Collection Containers will be removed from the property of a Customer by FRANCHISEE within thirty (30) days of final termination of services to the Customer;

CONTRACT NO. 2025-[CONTRACT_NUMBER]

16.01.10 Include language stating that Customers will be notified in writing within thirty (30) days of termination of this Franchise Agreement;

16.01.11 Include language specifying scope of potential liquidated damages, which shall be limited to not requiring Customers to pay over three (3) months liquidated damages during the renewal term and over six (6) months liquidated damages during the initial term of the Service Agreement;

16.01.12 Not require Customers to give notice of any offer by a competitor or require Customers to give FRANCHISEE the right to respond to such offer; and

16.01.13 Include language stating that the Service Agreement shall automatically terminate at such time as CITY terminates FRANCHISEE's Franchise Agreement unless CITY concurrently provides FRANCHISEE with a new or amended franchise agreement.

16.01.14 Include language specifying that FRANCHISEE shall not provide Commercial Garbage Collection Services to a Customer unless:

16.01.14.1 The Customer is also receiving both Commercial Recycling Collection and Commercial Organics Recycling Collection Service from the FRANCHISEE; or

16.01.14.2 The Customer has an approved Waiver or Alternative Compliance for the property served by the Service Agreement.

16.02 The requirements for Service Agreements contained in this Article shall be incorporated into all new Service Agreements executed on or after the execution of this Franchise Agreement. Existing Service Agreements between FRANCHISEE and a Customer executed before the execution of this Franchise Agreement shall remain in force for the remainder of the existing contract and shall be governed by the terms and conditions specified in the existing Service Agreement, provided that such existing Service Agreements shall comply, to the extent allowable by law, with the Recycling and Organic Recycling programs established by this Franchise Agreement, Rancho Cordova Municipal Code, and California Law.

16.03 National contracts or agreements are exempt from the requirements of contract length and renewal terms.

Article 17. Outreach and Education

17.01 Outreach Education Materials. FRANCHISEE must implement public education and outreach in conformance with Applicable Law and in coordination with CITY. FRANCHISEE shall develop signage, stickers, "how-to" guides, and other educational materials and resources to support waste diversion by the Customer. FRANCHISEE shall provide the following to all its Customers under the Agreement annually.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

17.01.1 Information on the Customer's requirements to properly separate materials in appropriate Containers.

17.01.2 Information on methods for: the prevention of Organic Materials generation, Recycling Organic Materials on-site, sending Organic Materials to community Composting, and any other local requirements regarding Organic Materials.

17.01.3 Information regarding the methane reduction benefits of reducing the landfill Disposal of Organic Materials, and the methods of Organic Materials recovery contemplated by the Agreement.

17.01.4 Information regarding how to recover Organic Materials.

17.01.5 Information related to the public health and safety and environmental impacts associated with the landfill Disposal of Organic Materials.

17.01.6 The above information will be provided, at a minimum, through print and/or electronic media, and may also be provided through workshops, meetings, and/or on-site visits.

17.02 Technical Assistance. FRANCHISEE shall provide comprehensive technical assistance to MFD and Commercial Customers with the primary purpose of helping Customers increase Recyclable Materials and Organic Waste Collection services and reducing Garbage Collection service. CITY may, at its discretion, direct FRANCHISEE to provide Technical Assistance to specific Customers or to Customers with a particular type of service issue. The technical assistance services shall conform with the following performance expectations per year:

Task	Minimum Number of actions taken
Site Visits	80
Comprehensive Waste Analysis	8

17.02.1 Site Visits. Site visits shall include on-site assessments of the MFD and Commercial Premises to improve Recyclable Materials and Organic Waste Collection program participation and provide recommendations to Customers on how to improve overall resource efficiency. During the site visits, FRANCHISEE will be required to provide and/or restock posters, stickers, "how to" guides, personal Recyclable Materials baskets/bags for MFD tenants, and any other appropriate materials, and to provide new signage for the Recyclable Materials and Organic Waste Containers if necessary.

17.02.1.1 At least fifty percent (50%) of the eighty (80) annual Site Visits shall be prompted by Customers with contamination identified in the Quarterly Route Reviews.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

17.02.1.2 Thorough contact information and summary of scope of visit shall be recorded and provided to CITY as noted in Section 18.05.2.

17.02.2 Comprehensive Waste Analysis. Based on the FRANCHISEE's Generator Report, FRANCHISEE shall identify eight (8) Customers that generate over 20 cubic yards of Garbage weekly to provide in-depth support and guidance, as follows:

17.02.2.1 Visual Waste Audit: FRANCHISEE will perform a visual review of all Containers at service location and identify approximate contamination of each waste stream.

17.02.2.2 Service Level Recommendations: Based on the Visual Waste Audit, FRANCHISEE will suggest alternative service levels that would increase diversion and help reduce contamination.

17.02.2.3 Implementation: FRANCHISEE will work with on-site staff to support access to internal sorting containers, affix signage to internal and external containers, educate employees, tenants, residents and/or janitorial staff, and make additional suggestions for the ongoing improvement of waste sorting. This work shall be performed over a series of site visits and other touch points with the Customer.

17.02.2.4 Memo Report: FRANCHISEE will develop a simple memo report identifying starting service levels, interventions and education implemented, and service level at the end of the technical assistance. Report will also note any significant successes or challenges encountered during the term of the technical assistance. Report will be provided to the Customer as well as the CITY, as noted in Section 18.05.3.

17.03 News Media Requests. FRANCHISEE will notify the Contract Administrator by email or phone of all requests for news media interviews related to the services covered under this Agreement within one (1) Workday of Contractor's receipt of the request.

17.04 Acceptable Materials Labeling. FRANCHISEE must affix to each Recyclable Materials and Organic Waste Collection Container a sticker that is compliant with SB 1383 labeling requirements and approved by the CITY. Each sticker shall clearly list Acceptable materials to be placed in the corresponding Container.

Article 18. Reporting Requirements.

18.01 Franchise Fee Reports. Franchise Fee Reports shall be filed monthly with the Contract Administrator. Each payment shall be accompanied by documentation verified by the person making the payment, or a duly authorized representative of that person, showing the calculation of the franchise fee payable in such detail and disposition as the Contract Administrator may require and such other information as the Contract Administrator may require to determine the amount due.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

18.01.1 If no revenue subject to the franchise fee is collected during a given month, an acknowledgment in a format approved by the Contract Administrator must be submitted.

18.02 Generator Report. A report that lists Service Units serviced with Commercial Collection Services and the number of containers, container sizes, and frequency of Collection for Garbage, Recyclable Materials, and Organic Recyclable Materials for each Commercial and MFD Service Unit. This report is to be submitted by FRANCHISEE in the event FRANCHISEE provides Commercial Collection Service to at least one (1) Service Unit. The report shall be in such form and detail as required by the Contract Administrator. The report shall set forth the following information for each Customer:

18.02.1 Business Name

18.02.2 Type of Customer (Business or Multi-Family Residential Property)

18.02.3 Billing Contact, address, and phone number;

18.02.4 Service Contact, address, and phone number;

18.02.5 Container size and Collection frequency of:

18.02.5.1 Garbage Service;

18.02.5.2 Recycling Materials Collection Service;

18.02.5.3 Organics Recycling Collection Service;

18.02.5.4 Waiver / Alternative Compliance applicability

18.02.6 A list of Customers that have been issued a Service Termination Notice during the preceding reporting period.

18.03 Tonnage and Diversion Report. A report that contains the quantities of Garbage, Recyclable Materials, Organic Recyclable Materials, and Construction and Demolition Material Collected, transported, processed, diverted, and/or disposed from Commercial Collection and Temporary Services. Such report shall be in such form and detail as required by the Contract Administrator. Specifically, the report shall contain, but not be limited to, the following information:

18.03.1 Garbage, Recyclable Materials, Organic Recyclable Materials, and Construction and Demolition tonnage Collected and removed, during the previous reporting period, within the CITY by FRANCHISEE;

18.03.2 The City-approved facilities as noted in Article 9 and Exhibit 1 where such Garbage, Recyclable Materials, Organic Recyclable Materials and Construction and Demolition materials were delivered for each load of material delivered to said facilities; and

CONTRACT NO. 2025-[CONTRACT_NUMBER]

18.03.3 FRANCHISEE shall make a good faith effort to obtain and report the diversion rate achieved by each of the facilities identified in Section 18.03.2. In circumstances where FRANCHISEE is unable to obtain a diversion rate for a facility, that information will be noted on the report. FRANCHISEE may utilize quarterly diversion rates from a facility.

18.03.4 Acknowledgement and Statement of Disposal Report. A report that lists the following forms received during the reporting period per Temporary Service Customer:

18.03.4.1 Covered Project Service Acknowledgements. A listing of all Customers who notated on their Acknowledgement form that the material is coming from a Covered Project.

18.03.4.2 Statement of Disposal. A listing of all open-top Roll-Off Customers and associated tonnage for whom the material was assessed as less than 30% divertible and therefore documented a statement of disposal, including any supporting evidence deemed appropriate by FRANCHISEE. In accordance with Section 14.03, ongoing documentation is not required for On-Call Service with blanket confirmation of suitability for disposal. Documentation shall be retained for a minimum of six (6) months and made available upon request by the Contract Administrator.

18.04 Route Review Report. All reports to be submitted in a form and format approved by the Contract Administrator, including electronic data submission. Report of Route Reviews completed during the month (if applicable) including:

18.04.1 Narrative describing Route Review process, including process for determining the level of Container contamination;

18.04.2 The date the review was conducted;

18.04.3 The name and title of each person conducting the review;

18.04.4 A list of the account names and addresses covered by the review;

18.04.5 A description of each Hauler Route reviewed, including FRANCHISEE's route number and a description of the Hauler

18.04.6 Route area;

18.04.7 The results of such review (i.e. the addresses where any Prohibited Container Contaminants were found), and any photographs taken; and

18.04.8 Copies of any educational materials issued pursuant to such reviews.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

18.04.9 Instances where Containers were disposed of as Garbage due to observation of Prohibited Container Contaminants.

18.05 Outreach and Technical Assistance Report. The following reports shall be submitted for any of the related tasks performed that month. If no related technical assistance was provided in a given month, the absence of technical assistance must be reported. Each report should tally the total efforts made toward the annual requirement. All reports to be submitted in a form and format approved by the Contract Administrator, including electronic data submission.

18.05.1 Public outreach and education activities undertaken during the previous month including, copies of all such information (flyers, brochures, newsletters, invoice messaging, website and social media posts, emails, and other electronic messages); the date the information was disseminated or the direct contact made; to whom the information was disseminated or the direct contact made (for mass distributions such as mailings or bill inserts, FRANCHISEE may provide the type and number of accounts receiving the information, rather than listing each recipient individually;

18.05.2 Site Visit Report:

18.05.2.1 List of Customers visited, including address, contact name and contact information

18.05.2.2 Reasoning for site visit (Route Review contamination, Customer request, operational need, etc.)

18.05.2.3 Services offered at site visit

18.05.3 Comprehensive Waste Analysis Report: Memo report per Section 17.02.2.4 identifying:

18.05.3.1 Account and contact information

18.05.3.2 Initial service levels at beginning of engagement

18.05.3.3 Interventions and education implemented

18.05.3.4 Service level at the end of the technical assistance

18.05.3.5 Significant successes or challenges encountered

18.06 Vehicle Weight Reporting. The report must be an export of all scale tickets for all vehicles operating in the CIY. The report shall include the gross weights of all vehicles recorded by the scales at the facilities where FRANCHISEE delivered Collected Solid Waste. Tare weights and GVWR for all vehicles

CONTRACT NO. 2025-[CONTRACT_NUMBER]

must also be included in this report. Report to be submitted in a form and format approved by the Contract Administrator, including electronic data submission.

18.07 The first monthly reports shall be due no later than 5:00 p.m. on February 20, 2026, and shall cover the period of January 1, 2026 to January 31, 2026. Thereafter, monthly reports shall be due no later than 5:00 p.m. on each subsequent 20th of the month the term of this Agreement. Each report shall cover the immediately preceding month.

18.08 Monthly reports shall be filed with the Contract Administrator in the manner and form approved by CITY. FRANCHISEE shall maintain records, on forms approved by the Contract Administrator, containing such information as may be required by the Contract Administrator pertaining to the number and types of accounts served by FRANCHISEE under the terms of this Agreement. This information shall be provided to Contract Administrator upon request.

18.09 Delinquent Reports. Failure to submit Reports by the due date may result in assessment of Administrative Charges as specified in Exhibit 2.

18.10 Confidential or Proprietary Information. To the extent permitted by applicable law, including the California Public Records Act, any reports, plans, and information required by this Agreement stamped confidential or proprietary, shall be deemed confidential and shall not be subject to public disclosure. In the event that CITY becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, California Public Records Act request, or U.S. Patriot Act or similar act or process to disclose any Confidential Information, to the extent allowed by law, the CITY shall give FRANCHISEE prompt prior written notice of such requirements so that FRANCHISEE may seek a protective order or other appropriate remedy at FRANCHISEE'S sole risk and expense.

18.11 California Public Records Act. The parties understand that the CITY is a public entity that must comply with the California Public Records Act.

18.12 Response Times for City Requests. Upon receiving a data request or information request from CITY that is not covered by other timeline requirements articulated in this document, and provided that the request from CITY shall not take more than eight (8) hours of FRANCHISEE staff time to complete, FRANCHISEE shall compile the requested information and send back a complete response within five (5) Business Days of receipt of the request.

Article 19. Inspection Authority.

19.01 FRANCHISEE shall at all times maintain accurate and complete accounts of all revenues and income arising out of its operations under this Franchise Agreement and the information needed to complete the forms and reports required by Article 18 of this Agreement. FRANCHISEE'S books, accounts and records reasonably necessary for the enforcement of this Franchise Agreement shall be made available for inspection, examination and audit during normal business hours by authorized officers, employees and

CONTRACT NO. 2025-[CONTRACT_NUMBER]

agents of CITY. CITY shall give FRANCHISEE written notice at least three (3) business days prior to any inspection, audit or examination of these records.

19.02 Where the Contract Administrator determines that an audit is necessary to verify the accuracy, or completeness of reported franchise fees, tonnages or diversion data, FRANCHISEE shall be responsible for reimbursing CITY the costs of performing such audit costs, including any CITY staff time, consultant services, and City Attorney services, to perform such audit.

19.03 FRANCHISEE shall be responsible for reimbursing CITY's audit costs, including any CITY staff time or consultant services and City Attorney services, to perform detailed follow-up audits where CITY staff determines that documentation of franchise fees, tonnage, diversion or other data, as reported by FRANCHISEE, is inadequate, incomplete or inaccurate. Where necessary, CITY staff will retain the services of an independent consultant to verify performance and conduct any necessary diversion audits.

Article 20. Insurance Requirements.

FRANCHISEE shall obtain and shall maintain throughout the term of this Agreement, at FRANCHISEE's sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work pursuant to this Agreement by FRANCHISEE, its agents, representatives, employees or FRANCHISEES.

20.01 Minimum Scope and Limits of Insurance. FRANCHISEE shall maintain at least the following minimum insurance coverage:

20.01.1 Comprehensive General Liability: Coverage limits as required in Table 20.1 below. Combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

20.01.2 Automobile Liability: Coverage limits as required in Table 20.1 below. Combined single limit per accident for bodily injury and property damage. Coverage shall include hired autos and non-owned autos.

20.01.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits per accident as required in Table 20.1 below.

20.01.4 Pollution Liability Insurance: Per occurrence, coverage limits shown below in Table 20.1 without any exclusion for bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of any Hazardous Material, Solid Waste, or other pollutant.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Table 20.1 Minimum Insurance Limits		
	Contract Reference	Effective January 1, 2026
Comprehensive General Liability	20.01.1	\$5,000,000
Automobile Liability	20.01.2	\$5,000,000
Workers Compensation and Employers Liability	20.01.3	\$1,000,000
Pollution Liability	20.01.4	\$5,000,000

20.02 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. FRANCHISEE shall be responsible for payment of all deductibles or self-insured retentions.

20.03 Other Insurance Provisions. The required insurance policies are required to contain, or be endorsed to contain, the following provisions:

20.04 General Liability and Automobile Liability Coverage. CITY, its officers, employees, agents, contractors and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of FRANCHISEE; products and completed operations of FRANCHISEE; premises owned, leased or used by FRANCHISEE; and automobiles owned, leased, hired or borrowed by FRANCHISEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, contractors and volunteers.

20.04.1 FRANCHISEE'S insurance coverage shall be primary insurance as respects: CITY, its officers, employees, agents, contractors and volunteers. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, contractors or volunteers shall be in excess of FRANCHISEE'S insurance and shall not contribute with it.

20.04.2 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officers, employees, agents, contractors or volunteers.

20.04.3 Coverage shall state that FRANCHISEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

20.05 All Coverage. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced below the minimum limits described above except after thirty (30) days' prior written notice has been given to CITY. FRANCHISEE shall maintain all insurance coverages and limits in place at all times and provide CITY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

FRANCHISEE is required by this Agreement to immediately notify CITY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. FRANCHISEE shall provide evidence that such cancelled or nonrenewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

20.06 Placement of Insurance. Insurance shall be placed with insurers acceptable to CITY's Risk Manager. FRANCHISEE must place insurance with a current A.M. Best rating of no less than A: VII. CITY's Risk Manager may waive or alter this requirement in writing, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of CITY and the general public are adequately protected.

20.07 Proof of Insurance. FRANCHISEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be sent to cityofranchocordova@Ebix.com and recycle@cityofranchocordova.org unless otherwise notified in writing by the Contract Administrator.

20.08 Acknowledgment. FRANCHISEE acknowledges that the Temporary Service Franchise granted to FRANCHISEE will not become effective, and FRANCHISEE will have no authority to perform Temporary Services in the CITY, unless FRANCHISEE provides satisfactory proof of insurance prior to beginning operations as a FRANCHISEE.

20.09 Modification of Insurance Requirements. CITY shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the CITY'S Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for CITY and for members of the public, CITY may require FRANCHISEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CITY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. CITY'S Risk Manger may modify these insurance requirements only upon approval of the City Council.

Article 21. Indemnity.

21.01 FRANCHISEE agrees to defend, with counsel agreed upon by both parties, indemnify, and hold harmless CITY and its agents, officers, contractors, servants, public officials, volunteers, and employees from and against any and all claims asserted, costs, the cost of remediation and cost recoveries pursuant to the Comprehensive Environmental Response, Compensation and Liability Act , losses and damages, liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the FRANCHISEE, its employees, agents, subcontractors, supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any services or

CONTRACT NO. 2025-[CONTRACT_NUMBER]

anyone for whose acts any of them may be liable), or injuries to any person or property, including injury to CITY employees, agents or officers which arise from, or are connected with, or are caused or claim to be caused by acts or omissions of FRANCHISEE, or their agents, officers or employees, in the performance of the non-exclusive Franchise or this Agreement, or in performing the work or services therein, and all costs and expenses of investigating and defending against same; provided, however, that FRANCHISEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its agents, officers, servants and employees.

21.02 Hazardous Material Indemnification. FRANCHISEE agrees to defend, with counsel selected by CITY, indemnify, and hold harmless CITY and its agents, officers, contractors, servants, officers, volunteers, and employees from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs (including, without limit, any and all response, remediation, removal, closure, and post-closure costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity providing the enforcement action is successful in establishing indemnification), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnities arising from or attributable to the acts or omissions of FRANCHISEE, its officers, directors, employees, companies, or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this contract, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, response or removal action, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Material, and/or Household Hazardous Waste (collectively, "Waste") at any places where FRANCHISEE transfers, transports, processes, stores or disposes of Solid Waste or other waste collected under this contract, irrespective of whether the concentrations of any Waste are material, whether the concentrations exceed state or federal maximum contaminant or action levels, or whether any government agency has issued a clean-up or other order. The indemnity afforded indemnitees shall only be limited to exclude coverage for intentional wrongful acts and active negligence of indemnitees. FRANCHISEE at its own expense, agrees to defend, with counsel of the CITY's choosing, any claims for Damages asserted against CITY that would, in whole or in part, be covered by the indemnity obligations irrespective of whether such claims have merit. FRANCHISEE's obligation under this indemnification provision will survive any termination of this Agreement.

21.03 The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9607(e), and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify CITY from liability. Nothing in this provision shall prevent FRANCHISEE from seeking indemnification or contribution from persons or entities other than indemnitees, for any liabilities incurred by the FRANCHISEE, or the indemnitees.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

21.04 Indemnification for Failure to Meet AB 939 Goals. FRANCHISEE agrees to protect and defend CITY, with counsel selected by FRANCHISEE and CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by CalRecycle if the diversion goals specified in the California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by CITY with respect to the Materials Collected by FRANCHISEE and if the lack in meeting such goals are attributable to the failure of the FRANCHISEE to implement and operate the diversion plans and/or programs or related activities required by this Agreement. Such indemnification of CITY by FRANCHISEE shall be proportionate to FRANCHISEE'S degree of fault for the penalty or fine imposed, as required under Public Resources Code § 40059.1.

Article 22. Equipment.

22.01 Any and all Containers provided to Customers by FRANCHISEE for storage, collection or transportation of Solid Waste meet the requirements of the Rancho Cordova Municipal Code and applicable California laws.

22.02 Any and all vehicles used by FRANCHISEE to perform Commercial Collection Service or Temporary Services shall meet the requirements of the Rancho Cordova Municipal Code and applicable California laws.

22.03 FRANCHISEE shall not operate Collection vehicles, nor perform Collection services on properties adjacent to residential uses during the hours of 8:00 PM through 6:00 AM, unless written authorization is given to FRANCHISEE from CITY. CITY reserves the right to revoke such written authorization at any time. Should a dispute arise as to the time service was provided, FRANCHISEE must provide documentation of service to the satisfaction of the CITY.

22.04 All collection equipment and vehicles used by FRANCHISEE shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

22.05 Each FRANCHISEE shall maintain collection equipment and vehicles in a clean condition and in good repair at all times, to the satisfaction of CITY.

22.06 FRANCHISEE shall ensure that all Collection vehicle loads are covered while in transit and shall not litter premises in the process of providing Commercial Collection Service, Temporary Services or while its vehicles are on the road. FRANCHISEE shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the FRANCHISEE'S vehicles. FRANCHISEE shall exercise all reasonable care and diligence in providing Commercial Collection Service or Temporary Services so as to prevent spilling or dropping of Solid Waste and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

22.07 FRANCHISEE may not use any Collection vehicle in violation of weight limitations in Applicable Law, including any weight limitation placed on any public roadway or alley as adopted and posted by CITY. The FRANCHISEE may exceed the Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

Article 23. Abandoned Containers.

23.01 If FRANCHISEE abandons any Container used to provide Commercial Collection or Temporary Services, CITY, or its designated agent may remove the Container and/or dispose of the contents of the container.

23.02 If CITY or its designated agent removes a Container abandoned by FRANCHISEE and/or disposes of the contents of any Container abandoned by FRANCHISEE, CITY may charge FRANCHISEE for CITY's costs incurred in such removal/disposal and for CITY'S costs of storage of the Container. FRANCHISEE shall reimburse CITY for such costs within ten (10) days of the date of CITY's invoice for such costs.

23.03 For the purposes of this Section, "abandoned" includes:

23.03.1 FRANCHISEE'S failure to remove the Container within the time period specified by the City Council upon termination of this Agreement;

23.03.2 FRANCHISEE's failure to remove the Container within a reasonable period after the expiration of this Agreement except in the case where FRANCHISEE has been granted an extension of the term of this Agreement or FRANCHISEE has been granted a subsequent Commercial Collection Service Franchise authorizing FRANCHISEE to Collect and transport the type or types of Solid Waste for which the Container was used pursuant to this Agreement.

23.03.3 FRANCHISEE'S failure to dispose of the contents of the Container within five (5) days after the Contract Administrator issues written notice to FRANCHISEE to dispose of the contents.

Article 24. FRANCHISEE Provided Containers.

24.01 General. FRANCHISEE shall equip and provide automatic lift containers, Carts, Bins or Roll-Off Containers for Commercial Collection Service and Temporary Service designed and constructed to be watertight and prevent the leakage of liquids. Containers shall be sufficient to accommodate the quantity and type of Commercial Collection Service and Temporary Service to its Customers. Upon request from CITY or Customer, FRANCHISEE shall provide locks and/or other suitable features to prevent theft of such materials.

24.02 Container Painting and Cleaning. All Containers of any service type furnished by FRANCHISEE must be in compliance with all applicable color specifications as set forth by CalRecycle.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Containers should be free of dents and graffiti and painted as needed to maintain an orderly appearance throughout the Term of the Agreement. Containers may be subject to periodic, unscheduled inspections by CITY, and determination as to acceptable condition will be made by CITY. FRANCHISEE must comply with CalRecycle container requirements for labels, and/or signage, as they may apply during the term of the Agreement.

24.03 Signage. FRANCHISEE shall place SB 1383- compliant signage approved by the CITY on all Containers. Approval will not be unreasonably withheld, and current signage may be used until the end of its useful life. Containers must be clearly labeled and at a minimum will include FRANCHISEE's name, customer service number, and graphics or a list indicating acceptable and unacceptable materials to be placed in each Container type.

Article 25. Vehicle Signage.

FRANCHISEE shall have permanently displayed in a prominent place on the exterior of each truck used in the Collection, removal or transportation of Solid Waste under this Agreement a sign which contains such information as is required pursuant to the provisions of the California Code of Regulations, Title 14, Section 17344.

Article 26. Personnel.

26.01 Driver Qualifications. FRANCHISEE agrees that all drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

26.02 Safety Training. FRANCHISEE shall provide suitable operational and safety training for all of its employees who use or operate vehicles or equipment for collection of Solid Waste or who are otherwise directly involved in such collection.

Article 27. Customer Service.

FRANCHISEE shall at all times maintain a central office where a representative of FRANCHISEE can be reached by telephone 8:00 a.m. through 5:00 p.m., Mondays through Fridays, legal holidays excepted. FRANCHISEE will provide an email address or other online service by which a Customer may contact FRANCHISEE during or outside of normal business hours.

All service inquiries and complaints will be directed to FRANCHISEE. Customer Service training shall include Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. FRANCHISEE shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. All service complaints will be handled by Contractor in a prompt and efficient manner.

In the event of an accident, damage to public/private property, or other noteworthy event involving the FRANCHISEE, the CITY must be notified in accordance with the Incident Protocol in Exhibit 3. This includes any significant incident that results in City or Customer property damage. Reportable examples

CONTRACT NO. 2025-[CONTRACT_NUMBER]

include vehicle accidents, fires, fluid spills, city or customer property damage, etc. Issues with FRANCHISEE equipment that do not affect others need not be reported (i.e., if a vehicle breaks down during a route without spillage of any kind).

Article 28. Compliance with Law.

FRANCHISEE shall perform all Collection, transportation and disposal operations in accordance with applicable federal, state, and local law, including the Rancho Cordova Municipal Code, and in accordance with all regulations promulgated under such laws, and in accordance with the terms and conditions of this Agreement.

Article 29. Permits and Licenses.

FRANCHISEE shall obtain and maintain, at FRANCHISEE'S sole cost and expense, all permits and licenses applicable to FRANCHISEE'S operations under this Agreement required of FRANCHISEE by any governmental agency.

Article 30. Administrative Charges.

30.01 Quality performance by the FRANCHISEE is of primary importance. In acknowledgement of this, FRANCHISEE agrees to pay CITY Administrative Charges and Penalties as detailed in Exhibit 2 should FRANCHISEE fail to meet its responsibilities under this Agreement.

30.02 Procedure for Review of Administrative Charges. The Contract Administrator may assess Administrative Charges as specified in Exhibit 2 pursuant to this Agreement monthly. At the end of each monthly during the Term of this Agreement, the Contract Administrator will issue a written notice to Contractor ("Notice of Assessment") of the Administrative Charges assessed and the basis for each assessment.

30.02.1 The assessment will become final unless, within ten (10) calendar days of the date of the notice of assessment, FRANCHISEE provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.

30.02.2 The Contract Administrator will schedule a meeting between FRANCHISEE and the City Manager as soon as reasonably possible after timely receipt of Contractor's request.

30.02.3 The City Manager will review FRANCHISEE's evidence and render a decision sustaining or reversing the Administrative Charges as soon as reasonably possible after the meeting. Written notice of the decision will be provided to FRANCHISEE.

30.02.4 In the event FRANCHISEE does not submit a written request for a meeting within ten (10) calendar days of the date of the notice of assessment, the Contract Administrator's determination will be final.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

30.02.5 CITY's assessment or collection of Administrative Charges will not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for FRANCHISEE's failure to perform the work and services in the manner set forth in this Agreement.

Article 31. Changes in Law.

CITY and FRANCHISEE understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require CITY to make changes or modifications in some of the terms, conditions or obligations under this Agreement. FRANCHISEE agrees that the terms and provisions of the Rancho Cordova Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of FRANCHISEE located within the CITY.

Article 32. Default, Termination.

32.01 Default. Except for the occurrence of Force Majeure, in the event of any material failure or refusal of FRANCHISEE to comply with any obligation or duty imposed on FRANCHISEE under this Agreement or the Rancho Cordova Municipal Code, the Contract Administrator and FRANCHISEE shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the City Council shall have the right to terminate this Agreement if:

32.01.1 Following the ten (10) day meeting period described above, the Contract Administrator shall have given written notice to FRANCHISEE specifying that a particular default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of FRANCHISEE, and

32.01.2 FRANCHISEE fails to correct such default or fails to take reasonable steps to commence to correct such default within thirty (30) days from the date of the notice given by the Contract Administrator under Section 31.01.1 above and FRANCHISEE thereafter fails to diligently continue to take reasonable steps to correct such default.

32.02 The following events shall also constitute a material breach and default under this Agreement:

32.02.1 Misrepresentation. Any misrepresentation or disclosure made to CITY by FRANCHISEE in connection with or as an inducement to entering this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

32.02.2 Fraud or Deceit. If FRANCHISEE practices, or attempts to practice, any fraud or deceit upon CITY.

32.02.3 Failure to Maintain Coverage. If FRANCHISEE fails to provide or maintain in full force and effect any of the insurance coverage as required by this Agreement.

32.02.4 Violations of Regulation. If FRANCHISEE violates any licensing, permits, orders or filing of any regulatory body having jurisdiction over FRANCHISEE which violation or non-compliance materially affects FRANCHISEE'S ability to perform under this Agreement, provided that FRANCHISEE may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise shall be deemed to have occurred during the pendency of the contestation or appeal, to the extent FRANCHISEE is able to adequately perform during that period.

32.02.5 Acts or Omissions. Any other act or omission by FRANCHISEE which materially violates the terms, conditions, or requirements of this Agreement, Rancho Cordova Municipal Code, AB 939, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if FRANCHISEE cannot reasonably correct or remedy the breach within the time set forth in such notices, if FRANCHISEE should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

32.02.6 Termination of Service. In the case of a breach related to the above Sections 31.02.1 through 31.02.5, and the breach continues for more than thirty (30) calendar days after written notice from the Contract Administrator for the correction thereof, provided that where such breach cannot be cured within such thirty (30) day period, FRANCHISEE shall not be in default of this Agreement if FRANCHISEE shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and it continues such performance diligently until completed.

32.03 Termination. Upon the occurrence of a material breach, the City Council shall have the right to terminate this Agreement. In the event FRANCHISEE fails to cure the material breach specified in a written notice from the Contract Administrator, then failure to cure may result in a declaration of termination of this Agreement by CITY.

32.04 Force Majeure. The performance of this Agreement may be discontinued or temporarily suspended in the event of Force Majeure. FRANCHISEE shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if FRANCHISEE'S performance is prevented or delayed by Force Majeure. For purposes of this Section, Force Majeure means acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage,

CONTRACT NO. 2025-[CONTRACT_NUMBER]

explosions, or government restraint. Notwithstanding anything to the contrary herein, CITY and FRANCHISEE agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of FRANCHISEE and FRANCHISEE may make settlement thereof at such time and on any such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive FRANCHISEE of the benefit of this Section.

32.05 The Contract Administrator shall serve written notice, either personally or by registered or certified mail, postage prepaid of the termination of a Franchise under this Agreement to the last place of business of FRANCHISEE and FRANCHISEE shall cease operation under its Franchise within ten (10) calendar days.

Article 33. Conditions Upon Termination.

33.01 In the event this Agreement is terminated:

33.01.1 FRANCHISEE shall have no right or authority to provide Commercial Collection Services or Temporary Services in CITY.

33.01.2 FRANCHISEE shall, however, remain liable to CITY for any and all franchise fees that would otherwise be payable by FRANCHISEE, for any and all late payment charges and interest assessed pursuant to Section 8 of this Agreement and for any and all delinquent report charges assessed pursuant to Section 18 of this Agreement.

33.01.3 FRANCHISEE shall have a continuing obligation to submit to CITY all reports and forms required by Article 18 of this Agreement that relate to Temporary Services performed by FRANCHISEE up to and including the date of termination.

33.02 In the event this Agreement is terminated, then within the time period specified by the City Council and if directed by the Contract Administrator, FRANCHISEE shall remove all of FRANCHISEE'S containers from all of FRANCHISEE'S Collection Service locations within the CITY and shall properly dispose or process all Solid Waste in such containers.

Article 34. Notices.

Except as otherwise provided in this Agreement, all notices required by this Agreement shall be given by personal service, overnight delivery service, or by deposit in the United States mail, postage prepaid and return receipt requested, addressed to the parties as follows:

To CITY: Solid Waste Franchise Contract Administrator
Attn: Marc Hill
City of Rancho Cordova
3303 Luyung Dr

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Rancho Cordova, CA 95742
Email: recycle@cityofranchocordova.org
Phone: (916) 851-8710

To FRANCHISEE: [COMPANY]
Attn: [NAME]
[ADDRESS]
Email: [EMAIL]
Phone: [PHONE]

Notice shall be deemed effective on the date personally served or, if mailed, three days after the date deposited in the mail unless otherwise specified in this Agreement.

Article 35. Relationship of Parties.

The parties intend that FRANCHISEE shall perform the services required by this Agreement as an independent FRANCHISEE and not as an officer or employee of CITY nor as a partner or joint venturer with CITY. No employee or agent of FRANCHISEE shall be deemed to be an employee or agent of CITY and shall not obtain any rights to retirement benefits, worker's compensation benefits, or any other benefits which accrue to the employees of CITY by virtue of their employment with said agency. Except as expressly provided herein, FRANCHISEE shall have the exclusive control over the manner and means of conducting the Temporary Services performed under this Agreement and all persons performing such services. FRANCHISEE shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents.

FRANCHISEE agrees that this Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, FRANCHISEE, association, organization, or corporation. FRANCHISEE has not directly or indirectly colluded, conspired, connived or agreed with any person, partnership, FRANCHISEE, association, organization, or corporation to secure any advantage against CITY.

Article 36. Compliance with Law.

In providing the services required under this Agreement, FRANCHISEE shall at all times, at its sole cost, comply with all applicable laws of the United States, the State of California, CITY and other states, or counties which may have jurisdiction over any service provided in this Agreement and with all applicable regulations promulgated by any federal, state, regional or local administrative and regulatory agency, now in force and as they may be enacted, issued or amended during the term of this Agreement.

Article 37. Governing Law.

This Agreement, and all rights, obligations, duties, and liabilities pursuant to it, shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Article 38. Jurisdiction.

The parties agree that any litigation concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Sacramento County, State of California, or in the United States District Court for the Eastern District of California to the fullest extent permissible by law. With respect to venue, the parties agree that this Agreement is made in and will be performed in the CITY. Each party consents to service of process in any manner authorized by California law.

Article 39. Assignment.

39.01 FRANCHISEE acknowledges that this Franchise Agreement involves rendering a vital service to the Commercial Collection and Temporary Service Customers within CITY, and that CITY has franchised FRANCHISEE to perform the services specified herein based on: (1) FRANCHISEE'S experience, skill and reputation for conducting its Commercial Collection Service and Temporary Services in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good Solid Waste management practices; and (2) FRANCHISEE's financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing FRANCHISEE to perform the services to be rendered by FRANCHISEE under this Agreement.

39.02 Any Franchise granted is a privilege to be held in trust by the original FRANCHISEE. This Franchise Agreement shall not be transferred, sold, leased, assigned, or relinquished, or delegated to another person, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy laws or otherwise, without the prior approval of the City Council. This restriction includes the transfer of ownership of FRANCHISEE, or a majority of the ownership or control of FRANCHISEE, or the conveyance of a majority of FRANCHISEE's stock to a new controlling interest. This Agreement shall become void upon the abandonment of same by FRANCHISEE. The City Council shall not unreasonably withhold approval of a Franchise assignment, provided that such assignment does not unreasonably impact competition and the assignee is qualified to perform its obligations as required by this Franchise Agreement and any implementing CITY ordinance.

39.03 FRANCHISEE shall promptly notify the Contract Administrator in writing in advance of any proposed assignment, sale, or transfer. In the event the City Council approves of any assignment, sale, or transfer, said approval shall not relieve FRANCHISEE of any of its obligations or duties under this Agreement unless this Agreement is modified in writing to that effect.

Article 40. Binding on Successors.

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Article 41. Waiver.

41.01 The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

41.02 The subsequent acceptance by either party of any monies, which become due hereunder, shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

Article 42. FRANCHISEE'S Investigation.

FRANCHISEE has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

Article 43. Entire Agreement.

This Agreement, including any Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein.

Article 44. Interpretation.

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

Article 45. Amendment.

This Agreement may not be modified or amended in any respect except by a written agreement duly approved and signed by the parties.

Article 46. Severability.

If any nonmaterial provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

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

CITY OF RANCHO CORDOVA

FRANCHISEE

Albert Stricker, Public Works Director

[NAME], [TITLE]

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

EXHIBIT 1

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Exhibit 1
City of Rancho Cordova, CA
City-Approved Facilities

City-Approved C&D Sorting Facilities

Facility	Address	SWIS	Material Type	Sacramento County Diversion Rate
L and D Landfill and Material Recovery Facility	8635 Fruitridge Road, Sacramento	34-AA-0020	Mixed C&D Source Separated	80.23%
GreenWaste Florin Perkins Resource Recovery Facility	4201 Florin Perkins Road, Sacramento	34-AA-0221	Mixed C&D Source Separated	72.68%
Sierra Waste Recycling & Transfer Station, Inc.	8260 Berry Avenue, Sacramento	34-AA-0214	Mixed C&D Source Separated	83.12%

City-Approved Processing Facilities

Facility	Address	SWIS	Material Type	Diversion Rate
Sacramento Recycling and Transfer	8491 Fruitridge Road Sacramento, CA	34-AA-0195	Recyclables	
Napa Recycling at Yolo Landfill	44090 County Road 28H, Woodland, CA	57-AA-0001	Organics	
Western Placer Waste Management Authority	3195 Athens Avenue, Lincoln	31-AA-0001	Mixed Solid Waste	
TBD				

Disposal and Transfer Facilities

Facility	Address	SWIS	Material Type
Kiefer Landfill	12701 Kiefer Blvd, Sloughhouse	34-AA-0001	Garbage
North Area Recovery Station	4450 Roseville Rd, North Highlands	34-AA-0002	Garbage
Sacramento Recycling and Transfer Station	8491 Fruitridge Road, Sacramento	34-AA-0195	Garbage
TBD			

EXHIBIT 2

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Exhibit 2

City of Rancho Cordova, CA

Administrative Charges

It shall be the duty of FRANCHISEE to perform services under this Agreement in such a manner as to ensure that services are of the highest caliber. In the event FRANCHISEE fails to perform the services set forth in this Agreement, CITY may assess administrative charges against FRANCHISEE in the following amounts:

	Failure	Amount	Cure Period	Section
a.	Failure to provide renewal information in 90-day window.	\$50.00 per day	n/a	4.04
b.	Failure to submit franchise fee payment in accordance with Article 8 of this Agreement.	\$100 per Business Day	2 Business Days	8
c.	Failure to deliver Construction and Demolition Debris to a City-Approved C&D Sorting Facility to obtain a Sacramento County stamp for Covered Project.	\$1,000.00/occurrence	n/a	10.02
d.	Disposal of Source Separated Recyclable Materials, and/or Organic Recyclable Materials in a disposal facility or landfill without first obtaining the written permission of CITY.	\$1,000.00/occurrence	n/a	10.05 11.02
e.	Failure to deliver a recoverable load (30% or greater diversion) to a City-Approved Processing Facility or City-Approved C&D Facility, except as otherwise expressly provided in this Agreement.	\$1,000.00/occurrence	n/a	10.06
f.	Failure to deliver Collected Solid Waste to an appropriate City-Approved facility as listed in Exhibit 1 or a facility approved via the process described in Article 9.	\$1,000.00/occurrence	n/a	10.06
g.	Failure to achieve required 65% diversion rate for Temporary Debris over a 3-month reporting period (measured in consecutive monthly reporting to reflect a Calendar Year quarter).	\$50.00 per one ton shortfall needed to meet 65% diversion requirement per quarter	n/a	10.07

EXHIBIT 2

CONTRACT NO. 2025-[CONTRACT_NUMBER]

h.	Failure to provide all Covered Generators with complete service of Garbage, Recycling and Organics.	\$500/occurrence.	5 Business Days from initial Container delivery	14.01
i.	Failure to conduct Route Reviews, including not reviewing each material stream for customers in sample.	\$100.00 per material per review	n/a	14.06
j.	Failure to adhere to requirements of Service Agreement (as brought to the City's attention via a Customer complaint).	\$100/incident/month (every month any Service Agreement term is not included/accurate per Customer per month)	n/a	16.01 & 16.02
k.	Overcharging Customer for services as agreed on Service Agreement as brought to the City's attention via a Customer complaint. Failure to reduce rate / pricing on invoice to Customer after reduction in service, including reduction as a result of an approved Waiver or Alternative Compliance, as brought to the City's attention via a Customer complaint.	2x overcharge to Customer/month (if Customer was charged \$100 per month extra and FRANCHISEE does not correct within 5 Business Days, charge to FRANCHISEE is \$200 in month 1, another \$200 in month 2, etc.)	15 Business Days from alert from Customer or City	16.01.6.2
l.	Failure to conduct required annual site visits and comprehensive waste analyses.	\$100 per site visit not conducted annually \$500 per comprehensive waste analyses not conducted annually	n/a	17.02
m.	Failure to submit complete and correct information or reports on time and in accordance with Article 18 of this Agreement. Each report due shall be treated separately for purposes of this delinquent report charge, and such delinquent report charges shall be cumulative.	\$50.00 per day delinquent per report	n/a	18
n.	Failure to respond to any CITY request for data or information within five (5) Business Days of receipt of the request.	\$200.00 per day	2 Business Days	18.12

EXHIBIT 2

CONTRACT NO. 2025-[CONTRACT_NUMBER]

o.	Verified collection outside of restricted collection hours	\$100 per day	n/a	22.03
p.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$200.00/occurrence	2 Business Days	22.05 24.02
q.	Failure to clean up spillage or litter caused by FRANCHISEE.	\$200.00/occurrence	1 Business Day	22.06
r.	Failure to properly cover materials in Collection vehicles.	\$200.00/occurrence	n/a	22.06
s.	Operation of overweight Collection Vehicles.	\$500 per day per load after CITY has considered FRANCHISEE's reason for overweight vehicles.	n/a	22.07
t.	Failure to remove Containers from Customer property within 10 business days following termination of Customer service agreement.	\$50 per day.	2 Business Days	23
u.	Failure to meet Customer Service standards	\$200/occurrence	n/a	27
v.	Failure to comply with the requirements of this Agreement or Rancho Cordova Municipal Code not specified in items a. through t. following written notice from CITY to FRANCHISEE of deficiency.	\$250.00 per incident	n/a	

EXHIBIT 3

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Exhibit 3
City of Rancho Cordova, CA
Incident Protocol

DRAFT

Franchised Waste Hauler Incident Communication Protocol

The following protocol identifies the items required to be reported to the City of Rancho Cordova in the event of an accident, damage to public/private property, or other noteworthy event involving the hauler. This includes any incident, regardless of how minor that affects an entity other than the hauler. Reportable examples include vehicle accidents, fires, fluid spills, city or customer property damage, etc. Issues with hauler equipment that do not affect others need not be reported (i.e., if a vehicle breaks down during a route without spillage of any kind).

Notification Tree

After notifying emergency services as appropriate, the city must be contacted via phone when an incident is identified through one of the staff below. If a staff member does not answer, the next person on the list must be phoned until actual contact is made.

- Marc Hill – 916-851-8821, mhill@cityofranchocordova.org
- Maria Lopez – 916-851-8893, mlopez@cityofranchocordova.org
- Victor Ramos – 916-851-8948, vramos@cityofranchocordova.org
- Main Public Works Line – 916-851-8810

Immediate Communication

- **Description:** provide a detailed description of what transpired (e.g. a truck caught fire, and the load was ejected) and if there were any injuries.
- **Emergency Services Notified:** communicate if Emergency Services have been contacted and if they are currently on scene.
- **Response:** provide a detailed description of the response that is being mobilized to address the incident.
- **Timing:** provide the approximate time the incident occurred and anticipated length of time necessary to resolve the situation.
- **Specific Location of Incident:** provide as precise a location as possible, including the nearest cross streets. For example, “the accident occurred in the parking lot of Rancho Cordova City Hall. The closest cross streets are Prospect Place and Gold Center Drive.”

EXHIBIT 3

CONTRACT NO. 2025-[CONTRACT_NUMBER]

- **City Asset Impact:** provide information related to the following:
 - Any Drain Inlets (DI's) affected by liquids as a result of the incident.
 - Impact on road surface (if any).
 - Impact on signs, streetlights, signals, sidewalks, etc.
- **Other Asset Impact:** provide details of damages to customer assets and/or third-party assets including if external parties were involved/notified of the issue.
- **Media:** communicate if the media is present.
- **Photos:** to the extent possible, provide photographs of the incident, including specific damage to city assets, where applicable.

Follow-Up Communication

At the conclusion of the incident response, provide the following details to the city staff person that was originally contacted. Follow-up communication may be accomplished via email if desired. If email is chosen, please copy Marc Hill if he is not the staff person with whom primary contact was made.

- **Timeframe:** summarize the incident timeframe from the initial notification to the conclusion of the response effort.
- **Response:** provide details about what transpired during the response effort and any follow-up that needs to be accomplished. If follow-up attention is required, provide the timeframe for it.
- **Causation:** provide as much information as possible regarding what caused the incident and any measures that will be taken to mitigate future incidents (if possible).

CONTRACT NO. 2025-[CONTRACT_NUMBER]

NON-EXCLUSIVE TEMPORARY
SERVICE FRANCHISE AGREEMENT BETWEEN THE
CITY OF RANCHO CORDOVA AND

[CONTRACTOR]

DRAFT

CONTRACT NO. 2025-[CONTRACT_NUMBER]

RECITALS	4
Article 1. Definitions.	6
Article 2. Grant of Non-Exclusive Franchise.	13
Article 3. Acceptance of Franchise.	13
Article 4. Term of Franchise.	13
Article 5. Conditions for Effectiveness.	14
Article 6. Limitations on Scope of Franchise.	14
Article 7. Franchise Fees.	14
Article 8. Franchise Fee Payment.	15
Article 9. Approval of Facilities.	16
Article 10. Transportation, Processing, Diversion.	17
Article 11. Ownership of Temporary Service Solid Waste.	20
Article 12. Container Placement.	20
Article 13. Reporting Requirements.	20
Article 14. Inspection Authority.	23
Article 15. Insurance Requirements.	23
Article 16. Indemnity.	26
Article 17. Equipment.	27
Article 18. Abandoned Containers.	28
Article 19. FRANCHISEE Provided Containers.	28
Article 20. Vehicle Signage.	29
Article 21. Personnel.	29
Article 22. Customer Service.	29
Article 23. Compliance with Law.	30
Article 24. Permits and Licenses.	30
Article 25. Administrative Charges.	30
Article 26. Changes in Law.	31
Article 27. Default, Termination.	31
Article 28. Conditions Upon Termination.	33
Article 29. Notices.	34
Article 30. Relationship of Parties.	34
Article 31. Compliance with Law.	35
Article 32. Governing Law.	35

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Article 33. Jurisdiction.....	35
Article 34. Assignment.....	35
Article 35. Binding on Successors.....	36
Article 36. Waiver.....	36
Article 37. FRANCHISEE'S Investigation.....	36
Article 38. Entire Agreement.....	36
Article 39. Interpretation.....	36
Article 40. Amendment.....	36
Article 41. Severability.....	36

Exhibits

- Exhibit 1: City-Approved Facilities***
- Exhibit 2: Administrative Charges***
- Exhibit 3: Incident Protocol***

CONTRACT NO. 2025-[CONTRACT_NUMBER]

**NON-EXCLUSIVE
TEMPORARY SERVICE FRANCHISE AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA
AND [CONTRACTOR]**

This Non-Exclusive Temporary Service Franchise Agreement ("Agreement") is made and entered into this [DATE] by and between the City of Rancho Cordova, a municipal corporation of the State of California, hereinafter referred to as "CITY", and [CONTRACTOR], hereinafter referred to as "FRANCHISEE".

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste, recyclable materials and organic recyclable materials handling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of Commercial Recycling legislation ("AB 341") has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial recycling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of Commercial Organics Recycling legislation ("AB 1826"), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for commercial organics recycling within their jurisdictions; and

WHEREAS, in September 2016 Senate Bill 1383 (SB 1383) was signed into law, establishing methane emissions reduction targets representing the next step in California's environmental protection strategy; and

WHEREAS, SB 1383 sets forth organics and recycling compliance targets as stated in [Health & Safety Code § 39730.6](#) which are designed to progressively achieve California's goal of 75% recycling, composting or source reduction of solid waste by 2025; and

WHEREAS the California Green Building Standards Code – Part 11, Title 24, California Code of Regulations – known as CALGreen, requires diversion of construction and demolition materials from landfill disposal; and

WHEREAS, CITY has determined that the public health, safety and welfare require that non-exclusive Franchises be awarded to qualified franchisees for the collection, transport, processing and disposal of temporary solid waste, recyclable materials, organic recyclable materials and construction and demolition materials in the CITY; and

WHEREAS, the Legislature has found and declared in Section 49510 of the Public Resources Code that it is in the public interest to foster and encourage solid waste enterprises so that, at all times,

CONTRACT NO. 2025-[CONTRACT_NUMBER]

there will continue to be competent enterprises willing and financially able to furnish needed solid waste handling service; and

WHEREAS, one of the purposes of this Agreement is to regulate such non-exclusive Franchises in order to ensure the orderly collection, transportation, processing and disposal of construction and demolition debris, temporary solid waste, recyclables, and organics in the CITY, and to minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, CITY requires all solid waste collectors providing temporary services in the CITY to obtain a non-exclusive Franchise for the collection of construction and demolition debris, temporary solid waste, recyclables, and organics (Temporary Service Franchise) in order to regulate this business, ensure its orderly operation, and minimize the potential for adverse effects it may have on the local environment; and

WHEREAS, CITY has determined that the FRANCHISEE does meet the requirements for the granting of such a Franchise and that the grant of a Temporary Service Franchise to FRANCHISEE is in the public interest; and

WHEREAS, CITY intends to receive value for the Franchise issued, through the payment by FRANCHISEE to CITY of a franchise fee, which represents a toll or rental for the use of CITY streets and rights of way; and

WHEREAS, the franchise agreements confer significant benefits to franchisees including the use of CITY right of way to perform services; and

WHEREAS, the CITY's franchise fees are similar to and in some instances lower than comparable or geographically proximate jurisdictions; and

WHEREAS, the CITY has analyzed the amount of franchise fees charged to franchised waste haulers and has determined that these fees are reasonable in relationship to the value and benefits conferred to each franchisee for the use of the CITY's right of way to perform services pursuant to the franchise agreement as well as the increased burden to CITY to maintain its right of way attributed to traffic from franchisees' vehicles; and

WHEREAS, FRANCHISEE agrees to and acknowledges that it shall arrange for the proper disposal of all garbage and the proper processing for maximum materials recovery of all designated recyclable materials, all designated organic recyclable materials, and all construction and demolition debris collected in the CITY. CITY is not instructing FRANCHISEE how to collect, transport, process or dispose of temporary solid waste, recyclables, organics or construction and demolition debris as long as its operation is consistent with the Rancho Cordova Municipal Code and all applicable State and Federal laws; and

WHEREAS, CITY and FRANCHISEE desire to enter into a non-exclusive Temporary Service Franchise Agreement in order that FRANCHISEE may perform temporary solid waste, and construction and demolition debris collection, transportation, processing and disposal services in the CITY.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

NOW, THEREFORE, based on the mutual promises contained herein, the parties agree as follows:

Article 1. Definitions.

For the purpose of this Temporary Service Franchise Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in the Chapters 6.20 and 6.21 of the Rancho Cordova Municipal Code ("RCMC") shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.01 "Agreement". Agreement means the written Non-Exclusive Temporary Service Franchise Agreement between the CITY and the FRANCHISEE covering the work to be performed, as well as all contract documents attached to the agreement and made a part thereof.

1.02 "Applicable Law". All federal, state, county and local laws, regulations, rules orders, judgments, decrees, rulings, permits, approvals, or other requirement of any governmental entity or regulatory or quasi-regulatory authority having jurisdiction over an aspect of the Collection Services, including judicial interpretations thereof, that are in force on the Effective Date, and as may be enacted or amended thereafter, until termination or expiration of this Agreement.

1.03 "Bin." A metal or plastic container, with a capacity of one (1) cubic yard up to and including eight (8) cubic yards, designed or intended to be mechanically dumped into a front or rear-load packer vehicle. Bins may also include compactors that are owned by a Customer or the FRANCHISEE.

1.04 "Brokerage Services". Brokerage Services means the arrangement of Collection Services between a Business or Multi-Family Residential Property and a Franchised Service Provider wherein there is a third-party Franchised Service Provider than facilitates the sale, Container provision, billing, or some combination of these services.

1.05 "Brown Goods". Electronic equipment such as stereos, televisions, computers, monitors, VCR's and other similar items.

1.06 "Bulky Waste Collection Service". Bulky Waste Collection Service is the periodic on-call Collection of Large Items, by the FRANCHISEE, and the delivery of items to a City-Approved Processing Facility or such other facility as may be appropriate under the terms of this Agreement. Bulky Waste Collection Service includes the collection of items such as, but not limited to, furniture, carpets, mattresses, electronic equipment and appliances. Bulky Waste Collection Service may include the Collection of Large Items using Roll-Off Containers.

1.07 "Business". Business means a commercial entity, proprietorship, firm, partnership, person in representative or fiduciary capacity, association, venture, trust, or corporation that is organized for

CONTRACT NO. 2025-[CONTRACT_NUMBER]

financial gain or profit, including but not limited to, offices, retail stores, markets, manufacturing facilities, warehouse and distribution facilities, restaurants, motels and hotels, theaters, medical offices, gas stations and automotive facilities; and not-for-profit organizations, associations and entities, including but not limited to, churches, hospitals, and social service organizations.

1.08 "Business Day." Business Day means any Monday through Friday, excluding any holidays.

1.09 "Cart." A heavy plastic receptacle with an approximate capacity of at least thirty-two (32) and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels.

1.10 "CITY". CITY means the City of Rancho Cordova, California and all the territory lying within its boundaries as presently existing or as such boundaries may be modified during the term of this Agreement.

1.11 "City-Approved C&D Sorting Facility". City-Approved C&D Sorting Facility means a facility approved by the CITY that receives C&D Debris and/or processes C&D Debris into its component material types for reuse, recycling, and disposal of residuals. A list of approved facilities is included in Exhibit 1.

1.12 "City-Approved Disposal or Transfer Facility". City-Approved Disposal or Transfer Facility means a Landfill that accepts Solid Waste for disposal or a Transfer Station that accepts Solid Waste for processing and/or transfer to a permitted facility for disposal that is approved by the CITY. A list of approved facilities is included in Exhibit 1.

1.13 "City-Approved Material Processing Facility". City-Approved Material Processing Facility means a facility approved by the CITY that: 1) receives mixed Recyclable Material and processes Recyclable Material into its component material types for reuse, recycling, and disposal of residuals, or 2) receives Organic Recyclable Material and/or processes Organic Recyclable Material into its component material types for the recycling of organic waste, and disposal of residuals. A list of approved facilities is included in Exhibit 1.

1.14 City Manager. "City Manager" means the City Manager of the City of Rancho Cordovas, or his or her designated representative, or any employee of the CITY who succeeds to the duties and responsibilities of the City Manager.

1.15 "Collection" or "Collect". Collection means the act of picking up and removing Garbage, Recyclable Materials, or Organic Recyclable Materials at the place of generation.

1.16 "Collection Services". Collection Services means FRANCHISEE's obligations under this Temporary Service Franchise Agreement to collect Solid Waste within the CITY. Collection Services include Temporary Services, but are exclusive of Commercial Collection Services and On-Call Service.

1.17 "Commercial Collection Services". Commercial Collection Services means the weekly or On-Call Service Collection of Designated Organic Recyclable Materials, Designated Recyclable Materials

CONTRACT NO. 2025-[CONTRACT_NUMBER]

and/or Commercial Garbage in the CITY by a person or company that holds a valid Non-Exclusive Commercial Collection Service Franchise Agreement with the CITY and associated transportation, processing and/or disposal of listed material types.

1.18 "Commercial Garbage" or "Garbage". Commercial Garbage means waste that is generated by a Business or Multi-Family Residential Property and Collected at such Business or Multi-Family Residential Property but does not include Designated Recyclable or Designated Organic Recyclable Materials.

1.19 "Contract Administrator". Contract Administrator means the Contract Administrator, or his or her designee, designated by the CITY to administer and monitor the provisions of the Agreement.

1.20 "Construction and Demolition Debris" or "C&D Debris". C&D Debris means used or discarded materials resulting from construction, renovation, remodeling, repair, or demolition operations on any pavement, house, commercial building, or other structure, and such other materials as may be removed during the normal cleanup process of such construction, renovation, remodeling, repair, or demolition operations. This includes mixed construction and demolition debris, and source separated recyclable construction and demolition materials that are not hazardous as defined in California Health and Safety Code Section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

1.21 "Container". Container means a Bin, Cart, Debris Box or Roll-Off Container for use by Customers for Temporary Service under this Agreement.

1.22 "Covered Generator". Covered Generator means all Businesses and Multi-Family Residential Properties that are subject to the requirements of Chapter 6.21 of the Rancho Cordova Municipal Code.

1.23 "Covered Project". Covered project is defined in Rancho Cordova Municipal Code Section 16.92.020.J and means a project that meets one or more of the following criteria: (1) is new construction; (2) is a demolition project; or (3) is a tenant improvement with a permit valuation greater than or equal to \$250,000. "Covered project" shall not include: (1) activities performed in response to an emergency, such as a natural disaster; or (2) activities that contain significant amounts of materials that cannot be disposed of in Class II sanitary landfills described in Title 27, Section 20250 of the California Code of Regulations, and as may be amended from time to time.

1.24 "Customer". Customer means a Business or Multi-Family Residential Property owner or generator, or their contractor or other designated responsible person or Residential Service Unit wishing to use FRANCHISEE service for Temporary Debris not acceptable through the Exclusive Residential

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Franchise Agreement, who enters into a contract or other sales agreement with FRANCHISEE for Temporary Services.

1.25 “Designated Green Materials” or “Green Materials”. Green Materials means materials that are required to be separated by Covered Generators from Commercial Garbage and Designated Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Green Materials include, but are not limited to yard trimmings, grass, weeds, leaves, pruning, branches, dead plants, brush, tree trimmings, dead trees, small wood pieces and other types of organic yard waste. Green Materials do not include food scraps and paper contaminated with food scraps.

1.26 “Designated Organic Recyclable Materials” or “Organic Recyclable Materials” or “Organics”. Organics means materials that are required to be separated by Covered Generators from Commercial Garbage and Designated Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Organic Recyclable Materials include the following materials: food waste, Green Materials, landscaping and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

1.27 “Designated Recyclable Materials” or “Recyclable Materials” or “Recyclables”. Recyclables means materials that are required to be separated by Customers from Commercial Garbage and Designated Organic Recyclable Materials prior to disposal and returned for use or reuse in the form of raw materials for new, used or reconstituted products. Recyclable Materials currently include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding ten (10) pounds in weight for any single item); steel including “tin” cans and small scrap (not exceeding ten (10) pounds in weight for any single item); bimetal containers; plastic containers (#1 and #2); aseptic containers;; and those materials accepted by FRANCHISEE or CITY for Recycling, as updated from time to time.

1.28 “Drop Box Debris”. Drop Box Debris means used or discarded materials resulting from construction, remodeling, repair, demolition, or cleanup operations on any type of structure. May include commingled Green Materials, Recyclable Materials and non-recyclable C&D Debris.

1.29 “Franchise”, “Franchise Agreement” or “Agreement”. Agreement means this written document and all exhibits and amendments thereto between CITY and FRANCHISEE.

1.30 “Franchised Service Provider.” Franchised Service Provider means a waste collection provider operating under a Franchise Agreement in the City of Rancho Cordova.

1.31 “Gross Revenue”. Gross Revenue means all monetary amounts actually received by FRANCHISEE for the performance of Collection Services. Gross Revenues includes all receipts from Customers inclusive of container rentals, late charges, fuel surcharges, and contamination fees. Gross

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Revenue does not include revenues generated from the sale of Recyclable Materials, compost, energy, grants, cash awards, California Department of Conservation payments, or rebates.

1.32 “Hazardous Materials”. Hazardous Materials means those materials that may have a negative impact on human health or the environment, including but not limited to all hazardous materials defined in Health and Safety Code Section 25501, subdivision (n), namely any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. Under this Agreement, “Hazardous Materials” include, but are not limited to, hazardous substances, hazardous waste, per- and polyfluoroalkyl substances (“PFAS”), lead-containing paint, polychlorinated biphenyls (“PCBs”), asbestos-containing materials (“ACMs”), asbestos containing construction materials (“ACCMs”), and any material that FRANCHISEE reasonably believe(s) would, as a result of or upon acceptance, be violation of local, state, or federal law, regulation, or ordinance, including waste that cannot be disposed of in Class III landfills or material or waste that in FRANCHISEE’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose FRANCHISEE or CITY to potential liability. Hazardous Materials does not include any materials, wastes, or Solid Waste defined as allowable materials for collection through this Agreement.

1.33 “Landfill”. Landfill means a facility approved by the CITY that: has obtained and maintains for the term of the Agreement valid permit(s) to dispose of Solid Waste and such other materials as may be delivered by FRANCHISEE under the terms of this Agreement. Landfills are included as a City-Approved Disposal or Transfer Facility.

1.34 “Large Items”. Large Items means those materials Collected as part of Bulky Waste Collection Services that includes, but is not limited to: furniture, carpets, mattresses, White Goods, Brown Goods, clothing, tires, or some combination of such items.

1.35 “Multi-Family Residential Property” or “MFD Property”. MFD Property means five (5) or more residential dwelling units located on a single parcel of land and any mobile home park located within the CITY.

1.36 “National Contracts”. National Contracts means contracts between waste management companies and multi-sited waste generating companies that currently operate in more than one state in the United States.

1.37 “Non-Exclusive Commercial Collection Service Franchise Agreement”. Non-Exclusive Commercial Collection Service Franchise Agreement means an agreement between the CITY and a Franchised Service Providers to provide regular Commercial Collection Services, On-Call Services and Temporary Service to Customers.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

1.38 "Non-Exclusive Temporary Service Agreement". Non-Exclusive Temporary Service Agreement means an agreement between the CITY and a Franchised Service Provider to provide Temporary Service.

1.39 "On-Call Service". On-Call Service means Collection using Containers provided to a Customer where the Containers are placed indefinitely and the Customer requests service as needed as opposed to regular weekly, or more frequent, service. On-Call Service is performed by a person or company that holds a valid Non-Exclusive Commercial Collection Service Franchise Agreement with the CITY for the delivery of those materials to a City-Approved Material Processing Facility or City-Approved Disposal or Transfer Facility.

1.40 "Organics Recycling". Organics Recycling means the process of Collecting, sorting and treating Organic Recyclable Materials and/or Green Materials that would have otherwise become Commercial Solid Waste and returning them to a safe, nuisance-free compost product by treating the materials to a controlled biological decomposition to ensure compliance with SB 1383.

1.41 "Prohibited Container Contaminants". Prohibited Container Contaminants means any of the following:

1.41.1 Non-Organic Recyclable Materials placed in the Organics Container, including but not limited to, textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste;

1.41.2 Material placed in the Garbage Container that is specifically identified under the Agreement for collection in the Organics Container or the Recyclables Container;

1.41.3 Non-Recyclable Material placed in the Recyclables Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Recyclables Container.

1.42 "Recycling" or "Recycled". Recycled means the process of Collecting, sorting, cleansing, treating and reconstituting Recyclable Materials that would otherwise become Commercial Garbage and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.

1.43 "Residential Service Unit". Residential Service Unit means any single-family dwelling unit in the CITY.

1.44 "Risk Manager". Risk Manager is a CITY staff member or designee who provides management and advice regarding all insurance operations for the CITY.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

1.45 "Roll-Off Container". Roll-Off Container means a metal container with a capacity of ten (10) or more cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility. Roll-Off Containers may also include compactors that are owned by a Customer or the FRANCHISEE.

1.46 "Service Acknowledgement". Service Acknowledgement means a written form provided by the FRANCHISEE and completed by the Customer as part of the sales transaction for Temporary Services denoting whether the material being collected is from a Covered Project and acknowledgement of responsibility to recycle the material to the maximum extent feasible.

1.47 "Solid Waste". Solid Waste means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, Construction and Demolition Debris, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes. Solid Waste does not include any Hazardous Material, including any hazardous waste or low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the Health and Safety Code, or medical waste. Solid Waste includes Recyclable Materials and Organic Recyclable Materials that are set out for separate Collection for the purposes of Recycling or Organics Recycling, and that are not landfilled.

1.48 "Source Separate" or "Source Separated". Source Separated means the process of removing Recyclable Materials or Organic Recyclable Materials from Garbage for the purpose of Recycling or Organics Recycling, done by the Customer.

1.49 "Temporary Debris". Temporary Debris means used or discarded materials resulting from construction, remodeling, repair, demolition, or cleanup operations on any type of structure or property. May include commingled Green Materials, Recyclable Materials and non-recyclable C&D Debris. Temporary Debris is not routine, weekly Solid Waste or materials requiring On-Call Service generated by the standard operation of a business or residence.

1.50 "Temporary Service". Temporary Service includes subcategories of Temporary Roll-Off Service and Temporary Cart and Bin Service and means Collection using Containers provided to a Customer on an as-needed basis for the temporary Collection of Solid Waste in conjunction with construction, demolition, clean up, or other time-limited project. Temporary Service is not ongoing, weekly collection of routine Solid Waste or On-Call Service. Temporary Service is provided by a person or company that holds a valid Non-Exclusive Commercial Collection Services or Temporary Service Agreement with the CITY for the delivery of those materials to a processing or disposal facility.

1.50.1 "Temporary Roll-Off Service". Temporary Roll-Off Service means Collection of Roll-Off Containers for the purpose of Collecting Temporary Debris.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

1.50.2 "Temporary Cart and Bin Service". Temporary Cart and Bin Service means Collection of Carts and Bins from Businesses and Multi-Family Residential Properties for the purpose of Collecting Temporary Debris.

1.51 "Transfer Station". Transfer Station means a facility approved by the CITY that has obtained and maintains for during the term of the Agreement valid permit(s) to accept, process or consolidate Solid Waste and such other materials as may be delivered by FRANCHISEE under the terms of this Agreement for delivery to another facility for further processing or disposal. Transfer Stations are included as a City-Approved Disposal or Transfer Facility

1.52 "White Goods". Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

Article 2. Grant of Non-Exclusive Franchise.

CITY hereby grants to FRANCHISEE a Franchise for Temporary Service authorizing FRANCHISEE to engage in the business of Collecting, transporting, processing, and disposing of Temporary Debris kept, accumulated or generated in CITY and to use the public streets and rights of way for such purpose.

Article 3. Acceptance of Franchise.

FRANCHISEE hereby accepts the Franchise on the terms and conditions set forth in this Agreement, Chapters 6.20 (Solid Waste Management), 6.21 (Business and Multifamily Recycling and Organics Recycling), and 16.92 (Construction and Demolition (C&D) Debris) of the Rancho Cordova Municipal Code, and all related ordinances and resolutions. Execution of this Agreement shall not constitute the notification required by Public Resources Code Section 49520.

Article 4. Term of Franchise.

4.01 Subject to Article 26 of this Agreement, the term of the Franchise granted to FRANCHISEE shall be from January 1, 2026 through December 31, 2026. The effective date of this Agreement shall be January 1, 2026.

4.02 This Agreement shall renew automatically on each anniversary of the effective date for a one (1) year term unless cancelled in writing by either party no later than ninety (90) days written notice prior to the next renewal date.

4.03 In the event the Agreement proceeds via an automatic renewal, either CITY or FRANCHISEE may give notice of a desire to negotiate material changes to this Agreement no later than one hundred eighty (180) days prior to the end of the term of this Agreement, and the parties agree to negotiate in good faith regarding such proposed changes.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

4.04 In the event the Agreement proceeds via an automatic renewal, FRANCHISEE shall provide CITY with updated information identifying all administrative changes since the submission of the initial application or the last application update no later than ninety (90) days prior to the end of the term of this Agreement, including but not limited to change in ownership, contact, address, insurance and other information that does not materially alter the structure of the Agreement.

Article 5. Conditions for Effectiveness.

The effectiveness of this Agreement is subject to FRANCHISEE's satisfaction of each and all of the conditions set forth below, each of which may be waived in whole or in part by CITY. Any such waiver must be in writing.

5.01 Absence of Litigation. There is no litigation pending on the effective date in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

5.02 Furnishing of Insurance. FRANCHISEE has furnished evidence of the Insurance required by Article 15 of this Agreement.

5.03 Active Business License. If FRANCHISEE has facility(ies) within the CITY, FRANCHISEE shall obtain, provide, and maintain a City of Rancho Cordova business license throughout the term of the Agreement..

Article 6. Limitations on Scope of Franchise.

6.01 Under the terms of this Franchise, FRANCHISEE has the authority to only to provide Temporary Service to all generators.

6.02 FRANCHISEE may not engage in Collection of Commercial Solid Waste from Businesses and Multi Family Residential properties covered under the Non-Exclusive Commercial Collection Agreement contracts.

6.03 FRANCHISEE may not engage in Collection of materials covered under the residential Collection Service and Street Sweeping Service Agreement between the CITY and Atlas Disposal, or any successor contract entered into by the CITY for such service.

6.04 FRANCHISEE may not collect Hazardous Waste, regardless of its source.

Article 7. Franchise Fees.

7.01 During the term of the Franchise, FRANCHISEE shall pay to CITY franchise fees for the privilege of using CITY streets and public rights-of-way to engage in the business of providing Temporary Services in CITY.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

7.02 Franchise fees shall be a percentage of all Gross Revenues, less franchise fees received from Customers, including those Customers that are state or federal agencies or entities located within CITY, for the provision Temporary Services. The franchise fee shall be calculated based on Gross Revenues prior to FRANCHISEE imposing the franchise fee on its Customers.

7.03 The franchise fee percentage shall be **eight percent (8%)** or such other amount applicable to Commercial Franchises that may be adopted at any time during the term of this Agreement by a resolution of the City Council, or by the City Manager if the City Council has delegated such authority to the City Manager by resolution.

7.04 In the event the franchise fee or any other CITY fee is determined by a court to be excessive, invalid or unenforceable, then: (i) FRANCHISEE shall not be obligated to remit the future portion of the franchise fee or CITY fee deemed excessive, invalid, or unenforceable to the CITY; (ii) to the extent the Customers are entitled to a reimbursement of any excessive, invalid or unenforceable franchise fee or CITY fees, and CITY is required to reimburse FRANCHISEE in the amount of the franchise fee or CITY fees previously remitted to CITY that have been deemed excessive, invalid or unenforceable, thereafter, FRANCHISEE shall directly reimburse all Customers entitled to reimbursement in the amount attributable to each Customer account. In no event shall FRANCHISEE retain any portion of the fees reimbursed by CITY; (iii) to the extent the Customers are entitled to a reimbursement of any excessive, invalid or unenforceable franchise fee or CITY fees, and CITY is required by a court to directly reimburse Customers, FRANCHISEE shall assist CITY in identifying all Customers entitled to a reimbursement, quantifying the reimbursement amount attributable to each Customer account, and obtaining and providing to CITY any other information needed to satisfy the obligations imposed by a court; and (iv) CITY and FRANCHISEE will, within thirty (30) days following such court decision meet and confer to negotiate in good faith and using reasonable efforts to attempt to agree on modifications to the Agreement.

Article 8. Franchise Fee Payment.

8.01 Franchise fees shall be payable on a monthly basis. Payment to the CITY shall be due on the twentieth (20th) day of the month following the month the Gross Revenues are collected (e.g., due February 20 for the month of January). Each payment shall be calculated in accordance with the provisions of this Agreement and the Rancho Cordova Municipal Code.

8.02 The franchise fee shall be paid to the Contract Administrator at the address set forth in Section 8.04 of this Agreement.

8.03 No statement filed under this Section shall be conclusive as to the matters set forth in such statement, nor shall the filing of such statement preclude CITY from collecting by appropriate action the sum that is actually due and payable.

8.04 FRANCHISEE shall pay all required franchise fees to:

City of Rancho Cordova

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Attn: Solid Waste Franchise Contract Administrator
3303 Luyung Dr.
Rancho Cordova, CA 95742

Franchisee shall remit a copy of the gross revenue form to the Contract Administrator by email at recycle@cityofranchocordova.org or in an alternative digital manner, as may so be instructed by the Contract Administrator in writing during the term of the Agreement.

8.05 If FRANCHISEE remits franchise fees by personal delivery to CITY, such franchise fees shall be deemed timely paid only if delivered on or before 5:00 p.m. on the due date. If FRANCHISEE remits franchise fees by mail or other delivery service, such franchise fees shall be deemed timely only if: (1) the envelope containing the franchise fee payment bears a postmark or receipt showing that the payment was mailed or sent on or before the due date; or (2) FRANCHISEE submits proof satisfactory to CITY's Contract Administrator that the franchise fee payment was in fact deposited in the mail or sent on or before said due date. An electronic remittance of the gross revenue form shall be delivered by email on or before 5:00 p.m. on the due date.

8.06 In the event FRANCHISEE believes that it has paid franchise fees in excess of the fees due to CITY, FRANCHISEE may submit a request for refund to the Contract Administrator on a form provided by the Contract Administrator. If proof of overpayment is satisfactory to the Contract Administrator, the Contract Administrator shall refund to FRANCHISEE any overpayment. FRANCHISEE shall not apply any overpayment as a credit against any franchise fees or other amounts payable to CITY unless specifically authorized by the Contract Administrator in writing.

Article 9. Approval of Facilities

9.01 All facilities are approved through the Agreement application and associated Agreement approval, as well as subsequent application updates provided during the Agreement renewal process.

9.01.1 City-Approved C&D Sorting Facilities are a discrete list of facilities certified by the County of Sacramento that have been deemed to achieve sufficient diversion to meet the requirements for Covered Projects.

9.01.2 City-Approved Material Processing Facilities are a list of facilities pre-approved by the CITY prior to delivery of materials to the facility. The CITY requires that all facilities utilized by FRANCHISEE hold active permits and licenses for the designated processing and disposal activity.

9.01.3 City-Approved Disposal Facilities are a list of facilities pre-approved by the CITY prior to delivery of materials to the facility. The CITY requires that all facilities utilized by FRANCHISEE hold active permits and licenses for the designated disposal activity.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

9.02 In the event FRANCHISEE desires to utilize a facility that is not listed in Exhibit 1, the following process shall be employed

9.02.1 Except as outlined in Section 9.02.4 below, provide written notice to the Contract Administrator requesting to add a facility.

9.02.2 Written notice shall include the facility name, address, material(s) accepted, SWIS number and the reason why the facility is being requested. Facilities must hold appropriate permits to process/dispose of the materials.

9.02.3 Contract Administrator will respond within five (5) business days of receipt of the request with a confirmation of the facility's acceptability or disqualification if the facilities do not hold the proper permits. Facilities holding all applicable permits and meeting regulations will not unreasonably be withheld for approval by the CITY.

9.02.4 In case of emergency, where advance notice requesting to add a facility is impractical, FRANCHISEE must provide notice to Contract Administrator as soon as possible. An emergency is defined as circumstances that preclude an approved facility from accepting materials from FRANCHISEE; unfavorable terms or pricing are not applicable. Emergency facility use is by definition temporary in nature. Continued use of an emergency facility shall follow the process outlined in 9.02 within five (5) business days.

Article 10. Transportation, Processing, Diversion.

10.01 FRANCHISE shall obtain a Service Acknowledgement from all Temporary Service Customers so that all parties are aware of required material processing and diversion based on the specific project, as well as all paperwork and supporting documentation that may be required of the material generated by the project.

10.02 FRANCHISEE shall deliver all Construction and Demolition Debris loads that are considered a Covered Project to a City-Approved C&D Sorting Facility where the material shall be processed for maximum recovery, with a minimum diversion rate of 65% based on the facility's diversion rate. All weight tickets issued by City-Approved C&D Sorting Facility(ies) for mixed Construction and Demolition Debris loads shall be stamped "Sacramento County Certified C&D Sorting Facility" to indicate that the materials were sorted in a manner to achieve maximum recovery of Recyclable Materials, with a minimum diversion rate of 65%. FRANCHISEE must receive written approval from CITY prior to delivering Construction and Demolition Debris from Covered projects to a facility other than those listed as a City-Approved C&D Facility in Exhibit 1.

10.03 FRANCHISEE shall deliver all Construction and Demolition Debris loads that are not considered a Covered Project to a City-Approved C&D Sorting Facility where the material shall be processed for maximum recovery. A "Sacramento County Certified C&D Sorting Facility" stamp is not

CONTRACT NO. 2025-[CONTRACT_NUMBER]

required for non-Covered projects, but the FRANCHISEE must travel over the scale(s) and follow the appropriate delivery procedures per the facility to ensure that the material is processed for maximum recovery.

10.04 FRANCHISEE shall Collect, transport, and deliver all Source-Separated Construction and Demolition Debris, such as clean metal or wood, to an appropriate City-Approved C&D Sorting Facility, City-Approved Processing Facility or permitted end-user recycler of Source-Separated material.

10.05 FRANCHISEE shall Collect, transport, and deliver all Organic Recyclable Materials and Recyclable Materials set out for Collection in Containers identified as containing, respectively, Organic Recyclable Materials or Recyclable Materials to a City-Approved Processing Facility listed in Exhibit 1 for its respective recycling stream.

10.06 For any Temporary Debris loads FRANCHISEE Collects, transports, and delivers directly to a City-Approved Disposal or Transfer Facility for disposal to Landfill FRANCHISEE document with supporting evidence deemed appropriate by FRANCHISEE that less than 30% of the load is deemed recoverable via a visual assessment.. FRANCHISEE shall not dispose of such material by depositing it on any land, whether public or private. FRANCHISEE shall not dispose of such material in any river, stream or other waterway, or in any sanitary sewer or storm drainage system.

10.06.1 FRANCHISEE shall submit copies of documentation as set forth in Section 13.02.2.

10.06.2 Should FRANCHISEE deliver loads to a disposal facility that are determined to have met or exceeded the 30% recovery threshold by CITY, FRANCHISEE may be subject to Administrative Charges as defined in Exhibit 2.

10.07 FRANCHISEE shall be required to divert from disposal a minimum of sixty-five percent (65%) of all Temporary Debris Collected by FRANCHISEE per quarter in aggregate.

10.07.1 Should FRANCHISEE fail to achieve 65% diversion in aggregate during the quarterly reporting period, CITY will revoke applicability of Section 10.06 and FRANCHISEE will be required to transport all Collected Temporary Debris to a City-Approved C&D Facility for the subsequent quarterly reporting period. Additionally, Administrative Charges per Article 24 may apply.

10.08 Diversion Requirements Calculation. For purposes of determining if FRANCHISEE achieves FRANCHISEE'S diversion requirements for Temporary Debris, the Parties agree the diversion rate will be calculated using the following formula: "the tons of Temporary Debris Collected by FRANCHISEE from the provision of Temporary Roll-Off Services, multiplied by the reported recovery rate of the City-Approved Processing Facilit(ies) utilized by the FRANCHISEE for each individual load delivered to the City-Approved Processing Facilit(ies)." Diversion rate shall be calculated in aggregate over the

CONTRACT NO. 2025-[CONTRACT_NUMBER]

quarter, as demonstrated in the example table below. Failure to achieve diversion may result in an Administrative Charge as defined in Exhibit 2.

Date	Monthly Report	Weight Ticket	Weight (tons)	Facility	Diversion Rate	Diverted Tonnage
1/3/2026	January	123	6.8	Florin Perkins	72.68%	4.942
2/14/2026	February	124	8.5	L&D	80.23%	6.820
2/21/2026	February	125	7.8	Sierra	83.12%	6.483
3/3/2026	March	126	4.8	Kiefer Landfill	0.00%	0.000
Q1 Aggregate			27.9		65.39%	18.245
4/13/2026	April	127	11.1	Florin Perkins	72.68%	8.067
4/14/2026	April	128	9.8	Florin Perkins	72.68%	7.123
5/13/2026	May	129	8.7	L&D	80.23%	6.980
6/3/2026	June	130	7.6	Sierra	83.12%	6.317
6/20/2026	June	131	6.5	Florin Perkins	72.68%	4.724
Q2 Aggregate			43.7		76.00%	33.211
7/5/2026	July	132	8.9	L&D	80.23%	7.140
9/4/2026	September	133	9.8	Sierra	83.12%	8.146
9/5/2026	September	134	9.8	Sierra	83.12%	8.146
Q3 Aggregate			28.5		82.22%	23.432
10/5/2026	October	135	7.1	Kiefer Landfill	0.00%	0.000
10/31/2026	October	136	7.6	Florin Perkins	72.68%	5.524
11/4/2026	November	137	8.5	L&D	80.23%	6.820
Q4 Aggregate			23.2		53.20%	12.343

* In the above example, FRANCHISEE fails to achieve required diversion in the Q4 aggregate reporting, and would be required to process all Temporary Debris in a City-Approved C&D Facility for the subsequent 3 months (Q1 of following calendar year).

10.09 FRANCHISEE shall make a good faith effort to obtain and subsequently report on the diversion rate as communicated to FRANCHISEE by City-Approved Processing Facility(ies) for every facility used during each reporting month. Diversion for Source Separate materials will be assumed to be one hundred percent (100%).

10.10 FRANCHISEE shall not receive diversion credit for Designated Organic Recyclable Materials that are delivered to a City-Approved Processing Facility or other facility for disposal if that facility uses such material for alternative daily cover and, as of that date, FRANCHISEE shall not report Designated Organic Recyclable Materials as diversion on its quarterly reports if such material is delivered to a City-Approved Processing Facility or other facility for disposal if that facility uses such material for alternative daily cover.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

10.11 Brokerage Services. A FRANCHISEE in possession of a Non-Exclusive Temporary Service Franchise Agreement may provide Brokerage Services to arrange regular Commercial Collection services for Customers provided that the following conditions are met:

10.11.1 FRANCHISEE must arrange for Collection services to be performed by a hauler in possession of a Non-Exclusive Commercial Service Franchise Agreement with the CITY. All activities associated with performing Commercial Collection Services must be performed by the Non-Exclusive Commercial Service Franchise Agreement holder.

10.11.2 FRANCHISEE may not provide any regular Commercial Collection Services to brokered Customers with the exception of the delivery and removal of appropriate Containers necessary for service.

10.11.3 FRANCHISEE must provide a list of Customers for which Brokerage Services are provided as detailed in Section 13.04.

Article 11. Ownership of Temporary Service Solid Waste.

CITY does not gain any ownership or right to possess Solid Waste Collected by FRANCHISEE pursuant to this Agreement. Subject to the provisions of this Agreement, FRANCHISEE shall have the right to retain any benefit resulting from its right to retain, recycle, process, dispose of, or use the Solid Waste that it Collects pursuant to the terms of this Agreement.

Article 12. Container Placement.

12.01 FRANCHISEE shall plan as a matter of standard operating procedures to place Containers on the Customer's private property for all Temporary Service. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. Any damage caused by Contractor to Customer property shall be repaired or replaced promptly.

12.02 In rare cases, FRANCHISEE may need to place Containers in the CITY's right-of-way, in which case FRANCHISEE must place Containers in strict adherence with CITY's right-of-way requirements, including obtaining an encroachment permit for any Temporary Service in which a Container is placed in the CITY's right-of-way. FRANCHISEE will exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right-of-way which occurs as a result of the maintenance of the encroachment, including any and all damage to the roadway which would not have occurred had Container placement not caused such encroachment.

Article 13. Reporting Requirements.

13.01 Monthly Reports. Franchise Fee Reports shall be filed monthly with the Contract Administrator. Each payment shall be accompanied by documentation verified by the person making the payment, or a duly authorized representative of that person, showing the calculation of the franchise fee

CONTRACT NO. 2025-[CONTRACT_NUMBER]

payable in such detail and disposition as the Contract Administrator may require and such other information as the Contract Administrator may require to determine the amount due.

13.01.1 If no revenue subject to the franchise fee is collected during a given month, an acknowledgment in a format approved by the Contract Administrator must be submitted.

13.02 Quarterly Reports. All reports to be submitted in a form and format approved by the Contract Administrator, including electronic data submission. FRANCHISEE shall file with the Contract Administrator the following quarterly reports:

13.02.1 Quarterly Tonnage and Diversion Report. A report that contains the quantities of Garbage, Recyclable Materials, Organic Recyclable Materials, and Construction and Demolition Material Collected, transported, processed, diverted, and/or disposed from Temporary Services. Such report shall be in such form and detail as required by the Contract Administrator. Specifically, the report shall contain, but not be limited to, the following information:

13.02.1.1 Garbage, Recyclable Materials, Organic Recyclable Materials, and Construction and Demolition tonnage Collected and removed, during the previous quarter, within the CITY by FRANCHISEE;

13.02.1.2 The City-Approved Processing Facility(ies), City-Approved C&D Sorting Facility, or other facility as noted in Article 9 and Exhibit 1 where such Garbage, Recyclable Materials, Organic Recyclable Materials and Construction and Demolition materials were delivered for each load of material delivered to said facilities; and

13.02.2 FRANCHISEE shall make a good faith effort to obtain and report the diversion rate achieved by each of the facilities identified in Section 13.02.1.1. In circumstances where FRANCHISEE is unable to obtain a diversion rate for a facility, that information will be noted on the report. FRANCHISEE may utilize quarterly diversion rates from a facility. Acknowledgement and Statement of Disposal Report. A report that lists the following forms received during the quarter per Customer:

13.02.2.1 Covered Project Service Acknowledgements. A listing of all Customers who notated on their Acknowledgement form that the material is coming from a Covered Project.

13.02.2.2 Statement of Disposal. A listing of all open-top Roll-Off Customers and associated tonnage for whom the material was assessed as less than 30% divertible and therefore documented a statement of disposal, including any supporting evidence deemed appropriate by FRANCHISEE. Documentation shall be retained for a minimum of six (6) months and made available upon request by the Contract Administrator.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

13.03 Vehicle Weight Reporting. The report must be an export of all scale tickets for all vehicles operating in the CITY. The report shall include the gross weights of all vehicles recorded by the scales at the facilities where FRANCHISEE delivered Collected Solid Waste. Tare weights and GVWR for all vehicles must also be included in this report. Report to be submitted in a form and format approved by the Contract Administrator, including electronic data submission.

13.04 Brokerage Service Reporting. The report must be a comprehensive list of all Customer for whom Brokerage Services are provided. The report shall list, the Customer name, address, and the name of the Non-Exclusive Commercial Collection Service Franchise Hauler providing regular Commercial Collection services. Report to be submitted in a form and format approved by the Contract Administrator, including electronic data submission.

13.05 The first quarterly reports shall be due no later than 5:00 p.m. on April 20, 2026, and shall cover the period of January 1, 2026 to March 31, 2026. Thereafter, quarterly reports shall be due no later than 5:00 p.m. on each subsequent July 20, October 20, January 20, and April 20 during the term of this Agreement. Each report shall cover the immediately preceding calendar year quarter.

13.05.1 Quarterly reports shall be filed with the Contract Administrator in the manner and form approved by CITY. FRANCHISEE shall maintain quarterly records, on forms approved by the Contract Administrator, containing such information as may be required by the Contract Administrator pertaining to the number and types of accounts served by FRANCHISEE under the terms of this Agreement. This information shall be provided to Contract Administrator upon request.

13.06 Delinquent Reports. Failure to submit Reports by the due date may result in assessment of Administrative Charges as specified in Exhibit 2.

13.07 Confidential or Proprietary Information. To the extent permitted by applicable law, including the California Public Records Act, any reports, plans, and information required by this Agreement stamped confidential or proprietary, shall be deemed confidential and shall not be subject to public disclosure. In the event that CITY becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, California Public Records Act request, or U.S. Patriot Act or similar act or process to disclose any Confidential Information, to the extent allowed by law, the CITY shall give FRANCHISEE prompt prior written notice of such requirements so that FRANCHISEE may seek a protective order or other appropriate remedy at FRANCHISEE'S sole risk and expense.

13.08 California Public Records Act. The parties understand that the CITY is a public entity that must comply with the California Public Records Act.

13.09 Response Times for CITY Requests. Upon receiving a data request or information request from CITY that is not covered by other timeline requirements articulated in this document, and provided that the request from CITY shall not take more than eight (8) hours of FRANCHISEE staff time to complete,

CONTRACT NO. 2025-[CONTRACT_NUMBER]

FRANCHISEE shall compile the requested information and send back a complete response within five (5) Business Days of receipt of the request.

Article 14. Inspection Authority.

14.01 FRANCHISEE shall at all times maintain accurate and complete accounts of all revenues and income arising out of its operations under this Franchise Agreement and the information needed to complete the forms and reports required by Article 13 of this Agreement. FRANCHISEE'S books, accounts and records reasonably necessary for the enforcement of this Franchise Agreement shall be made available for inspection, examination and audit during normal business hours by authorized officers, employees and agents of CITY. CITY shall give FRANCHISEE written notice at least three (3) business days prior to any inspection, audit or examination of these records.

14.02 Where the Contract Administrator determines that an audit is necessary to verify the accuracy, or completeness of reported franchise fees, tonnages or diversion data, FRANCHISEE shall be responsible for reimbursing CITY the costs of performing such audit costs, including any CITY staff time, consultant services, and City Attorney services, to perform such audit.

14.03 FRANCHISEE shall be responsible for reimbursing CITY's audit costs, including any CITY staff time or consultant services and City Attorney services, to perform detailed follow-up audits where CITY staff determines that documentation of franchise fees, tonnage, diversion or other data, as reported by FRANCHISEE, is inadequate, incomplete or inaccurate. Where necessary, CITY staff will retain the services of an independent consultant to verify performance and conduct any necessary diversion audits.

Article 15. Insurance Requirements.

FRANCHISEE shall obtain and shall maintain throughout the term of this Agreement, at FRANCHISEE's sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work pursuant to this Agreement by FRANCHISEE, its agents, representatives, employees or FRANCHISEES.

15.01 Minimum Scope and Limits of Insurance. FRANCHISEE shall maintain at least the following minimum insurance coverage:

15.01.1 Comprehensive General Liability: Coverage limits as required in Table 15.1 below. Combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

15.01.2 Automobile Liability: Coverage limits as required in Table 15.1 below. Combined single limit per accident for bodily injury and property damage. Coverage shall include hired autos and non-owned autos.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

15.01.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits per accident as required in Table 15.1 below.

15.01.4 Pollution Liability Insurance: Per occurrence, coverage limits shown below in Table 15.1 without any exclusion for bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of any Hazardous Material, Solid Waste, or other pollutant.

Table 15.1 Minimum Insurance Limits		
	Contract Reference	Effective January 1, 2026
Comprehensive General Liability	15.01.1	\$3,000,000
Automobile Liability	15.01.2	\$5,000,000
Workers Compensation and Employers Liability	15.01.3	\$1,000,000
Pollution Liability	15.01.4	\$3,000,000

15.02 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. FRANCHISEE shall be responsible for payment of all deductibles or self-insured retentions.

15.03 Other Insurance Provisions. The required insurance policies are required to contain, or be endorsed to contain, the following provisions:

15.04 General Liability and Automobile Liability Coverage. CITY, its officers, employees, agents, contractors and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by, or on behalf of FRANCHISEE; products and completed operations of FRANCHISEE; premises owned, leased or used by FRANCHISEE; and automobiles owned, leased, hired or borrowed by FRANCHISEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, contractors and volunteers.

15.04.1 FRANCHISEE'S insurance coverage shall be primary insurance as respects: CITY, its officers, employees, agents, contractors and volunteers. Any insurance or self-insurance maintained by CITY, its officers, employees, agents, contractors or volunteers shall be in excess of FRANCHISEE'S insurance and shall not contribute with it.

15.04.2 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officers, employees, agents, contractors or volunteers.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

15.04.3 Coverage shall state that FRANCHISEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.05 All Coverage. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced below the minimum limits described above except after thirty (30) days' prior written notice has been given to CITY. FRANCHISEE shall maintain all insurance coverages and limits in place at all times and provide CITY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

FRANCHISEE is required by this Agreement to immediately notify CITY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. FRANCHISEE shall provide evidence that such cancelled or nonrenewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

15.06 Placement of Insurance. Insurance shall be placed with insurers acceptable to CITY's Risk Manager. FRANCHISEE must place insurance with a current A.M. Best rating of no less than A: VII. CITY's Risk Manager may waive or alter this requirement in writing, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of CITY and the general public are adequately protected.

15.07 Proof of Insurance. FRANCHISEE shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be sent to cityofranchocordova@Ebix.com and recycle@cityofranchocordova.org unless otherwise notified in writing by the Contract Administrator.

15.08 Acknowledgment. FRANCHISEE acknowledges that the Temporary Service Franchise granted to FRANCHISEE will not become effective, and FRANCHISEE will have no authority to perform Temporary Services in the CITY, unless FRANCHISEE provides satisfactory proof of insurance prior to beginning operations as a FRANCHISEE.

15.09 Modification of Insurance Requirements. CITY shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the CITY's Risk Manager, the insurance provisions in this Agreement do not provide adequate protection for CITY and for members of the public, CITY may require FRANCHISEE to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CITY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. CITY's Risk Manager may modify these insurance requirements only upon approval of the City Council.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Article 16. Indemnity.

16.01 FRANCHISEE agrees to defend, with counsel agreed upon by both parties, indemnify, and hold harmless CITY and its agents, officers, contractors, servants, public officials, volunteers, and employees from and against any and all claims asserted, costs, the cost of remediation and cost recoveries pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, losses and damages, liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the FRANCHISEE, its employees, agents, subcontractors, supplier, or any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), or injuries to any person or property, including injury to CITY employees, agents or officers which arise from, or are connected with, or are caused or claim to be caused by acts or omissions of FRANCHISEE, or their agents, officers or employees, in the performance of the non-exclusive Franchise or this Agreement, or in performing the work or services therein, and all costs and expenses of investigating and defending against same; provided, however, that FRANCHISEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of CITY, its agents, officers, servants and employees.

16.02 Hazardous Material Indemnification. FRANCHISEE agrees to defend, with counsel selected by CITY, indemnify, and hold harmless CITY and its agents, officers, contractors, servants, officers, volunteers, and employees from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs (including, without limit, any and all response, remediation, removal, closure, and post-closure costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity providing the enforcement action is successful in establishing indemnification), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnities arising from or attributable to the acts or omissions of FRANCHISEE, its officers, directors, employees, companies, or agents, whether or not negligent or otherwise culpable, in connection with or related to the performance of this contract, including without limit damages arising from or attributable to any operations, repair, clean-up or detoxification, response or removal action, or preparation and implementation of any removal, remedial, response, closure, post-closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Material, and/or Household Hazardous Waste (collectively, "Waste") at any places where FRANCHISEE transfers, transports, processes, stores or disposes of Solid Waste or other waste collected under this contract, irrespective of whether the concentrations of any Waste are material, whether the concentrations exceed state or federal maximum contaminant or action levels, or whether any government agency has issued a clean-up or other order. The indemnity afforded indemnitees shall only be limited to exclude coverage for intentional wrongful acts and active negligence of indemnitees. FRANCHISEE at its own expense, agrees to defend, with counsel of the CITY's choosing, any claims for Damages asserted against CITY that would, in whole or in part, be covered by the indemnity obligations

CONTRACT NO. 2025-[CONTRACT_NUMBER]

irrespective of whether such claims have merit. FRANCHISEE's obligation under this indemnification provision will survive any termination of this Agreement.

16.03 The foregoing indemnity is intended to operate as an agreement pursuant to §107(e) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9607(e), and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify CITY from liability. Nothing in this provision shall prevent FRANCHISEE from seeking indemnification or contribution from persons or entities other than indemnitees, for any liabilities incurred by the FRANCHISEE, or the indemnitees.

16.04 Indemnification for Failure to Meet AB 939 Goals. FRANCHISEE agrees to protect and defend CITY, with counsel selected by FRANCHISEE and CITY, to pay all attorneys' fees, and to indemnify and hold CITY harmless from and against all fines or penalties imposed by CalRecycle if the diversion goals specified in the California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by CITY with respect to the Materials Collected by FRANCHISEE and if the lack in meeting such goals are attributable to the failure of the FRANCHISEE to implement and operate diversion plans and/or programs or related activities required by this Agreement. Such indemnification of CITY by FRANCHISEE shall be proportionate to FRANCHISEE'S degree of fault for the penalty or fine imposed, as required under Public Resources Code § 40059.1.

Article 17. Equipment.

17.01 Any and all Containers provided to Customers by FRANCHISEE for storage, collection or transportation of Solid Waste meet the requirements of the Rancho Cordova Municipal Code and applicable California laws.

17.02 Any and all vehicles used by FRANCHISEE to perform Temporary Services shall meet the requirements of the Rancho Cordova Municipal Code and applicable California laws.

17.03 FRANCHISEE shall not operate Collection vehicles, nor perform Collection services on properties adjacent to residential uses during the hours of 8:00 PM through 6:00 AM, unless written authorization is given to FRANCHISEE from CITY. CITY reserves the right to revoke such written authorization at any time. Should a dispute arise as to the time service was provided, FRANCHISEE must provide documentation of service to the satisfaction of the CITY.

17.04 All collection equipment and vehicles used by FRANCHISEE shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the CITY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

17.05 Each FRANCHISEE shall maintain collection equipment and vehicles in a clean condition and in good repair at all times, to the satisfaction of CITY.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

17.06 FRANCHISEE shall ensure that all Collection vehicle loads are covered while in transit and shall not litter premises in the process of providing Temporary Services or while its vehicles are on the road. FRANCHISEE shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the FRANCHISEE'S vehicles. FRANCHISEE shall exercise all reasonable care and diligence in providing Temporary Services so as to prevent spilling or dropping of Solid Waste and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

17.07 FRANCHISEE may not use any Collection vehicle in violation of weight limitations in Applicable Law, including any weight limitation placed on any public roadway or alley as adopted and posted by CITY. The FRANCHISEE may exceed the Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

Article 18. Abandoned Containers.

18.01 If FRANCHISEE abandons any Container used to provide Temporary Services, CITY, or its designated agent may remove the Container and/or dispose of the contents of the container.

18.02 If CITY or its designated agent removes a Container abandoned by FRANCHISEE and/or disposes of the contents of any Container abandoned by FRANCHISEE, CITY may charge FRANCHISEE for CITY's costs incurred in such removal/disposal and for CITY's costs of storage of the Container. FRANCHISEE shall reimburse CITY for such costs within ten (10) days of the date of CITY's invoice for such costs.

18.03 For the purposes of this Section, "abandoned" includes:

18.03.1 FRANCHISEE'S failure to remove the Container within the time period specified by the City Council upon termination of this Agreement;

18.03.2 FRANCHISEE's failure to remove the Container within a reasonable period after the expiration of this Agreement except in the case where FRANCHISEE has been granted an extension of the term of this Agreement or FRANCHISEE has been granted a subsequent Temporary Service Franchise authorizing FRANCHISEE to Collect and transport the type or types of Solid Waste for which the Container was used pursuant to this Agreement.

18.03.3 FRANCHISEE'S failure to dispose of the contents of the Container within five (5) days after the Contract Administrator issues written notice to FRANCHISEE to dispose of the contents.

Article 19. FRANCHISEE Provided Containers.

19.01 General. FRANCHISEE shall equip and provide automatic lift containers, Carts, Bins or Roll-Off Containers for Temporary Service designed and constructed to be watertight and prevent the

CONTRACT NO. 2025-[CONTRACT_NUMBER]

leakage of liquids. Containers shall be sufficient to accommodate the quantity and type of Temporary Service to its Customers. Upon request from CITY or Customer, FRANCHISEE shall provide locks and/or other suitable features to prevent theft of such materials.

19.02 Container Painting and Cleaning. All Containers of any service type furnished by FRANCHISEE must be in compliance with all applicable color specifications as set forth by CalRecycle, where applicable. Containers should be free of dents and graffiti and painted as needed to maintain an orderly appearance throughout the Term of the Agreement. Containers may be subject to periodic, unscheduled inspections by CITY, and determination as to acceptable condition will be made by CITY.

19.03 Signage. FRANCHISEE shall place SB 1383- compliant signage approved by the CITY on all Containers. Approval will not be unreasonably withheld, and current signage may be used until the end of its useful life. Containers must be clearly labeled and at a minimum will include FRANCHISEE's name, customer service number, and graphics or a list indicating acceptable and unacceptable materials to be placed in each Container type.

19.03.1 If containers are used for Source Separated materials (such as clean dirt, wood or carpet), signage shall prominently display the type of designated material for Source Separation.

Article 20. Vehicle Signage.

FRANCHISEE shall have permanently displayed in a prominent place on the exterior of each truck used in the Collection, removal or transportation of Solid Waste under this Agreement a sign which contains such information as is required by provisions of the California Code of Regulations, Title 14, Section 17344.

Article 21. Personnel.

21.01 Driver Qualifications. FRANCHISEE agrees that all drivers shall be trained and qualified in the operation of collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

21.02 Safety Training. FRANCHISEE shall provide suitable operational and safety training for all of its employees who use or operate vehicles or equipment for collection of Solid Waste or who are otherwise directly involved in such collection.

Article 22. Customer Service.

FRANCHISEE shall at all times maintain a central office where a representative of FRANCHISEE can be reached by telephone 8:00 a.m. through 5:00 p.m., Mondays through Fridays, legal holidays excepted. FRANCHISEE will provide an email address or other online service by which a Customer may contact FRANCHISEE during or outside of normal business hours.

All service inquiries and complaints will be directed to FRANCHISEE. Customer Service training shall include Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Collection staff to perform the work quietly. FRANCHISEE shall use its best efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous manner. All service complaints will be handled by FRANCHISEE in a prompt and efficient manner.

In the event of an accident, damage to public/private property, or other noteworthy event involving the FRANCHISEE, the CITY must be notified in accordance with the Incident Protocol in Exhibit 3. This includes any significant incident that results in City or Customer property damage. Reportable examples include vehicle accidents, fires, fluid spills, city or customer property damage, etc. Issues with FRANCHISEE equipment that do not affect others need not be reported (i.e., if a vehicle breaks down during a route without spillage of any kind).

Article 23. Compliance with Law.

FRANCHISEE shall perform all Collection, transportation and disposal operations in accordance with applicable federal, state, and local law, including the Rancho Cordova Municipal Code, and in accordance with all regulations promulgated under such laws, and in accordance with the terms and conditions of this Agreement.

Article 24. Permits and Licenses.

FRANCHISEE shall obtain and maintain, at FRANCHISEE'S sole cost and expense, all permits and licenses applicable to FRANCHISEE'S operations under this Agreement required of FRANCHISEE by any governmental agency.

Article 25. Administrative Charges.

25.01 Quality performance by the FRANCHISEE is of primary importance. In acknowledgement of this, FRANCHISEE agrees to pay CITY Administrative Charges and Penalties as detailed in Exhibit 2 should FRANCHISEE fail to meet its responsibilities under this Agreement.

25.02 Procedure for Review of Administrative Charges. The Contract Administrator may assess Administrative Charges as specified in Exhibit 2 pursuant to this Agreement monthly. At the end of each monthly during the Term of this Agreement, the Contract Administrator will issue a written notice to Contractor ("Notice of Assessment") of the Administrative Charges assessed and the basis for each assessment.

25.02.1 The assessment will become final unless, within ten (10) calendar days of the date of the notice of assessment, FRANCHISEE provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.

25.02.2 The Contract Administrator will schedule a meeting between FRANCHISEE and the City Manager as soon as reasonably possible after timely receipt of Contractor's request.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

25.02.3 The City Manager will review FRANCHISEE's evidence and render a decision sustaining or reversing the Administrative Charges as soon as reasonably possible after the meeting. Written notice of the decision will be provided to FRANCHISEE.

25.02.4 In the event FRANCHISEE does not submit a written request for a meeting within ten (10) calendar days of the date of the notice of assessment, the Contract Administrator's determination will be final.

25.02.5 CITY's assessment or collection of Administrative Charges will not prevent CITY from exercising any other right or remedy, including the right to terminate this Agreement, for FRANCHISEE's failure to perform the work and services in the manner set forth in this Agreement.

Article 26. Changes in Law.

CITY and FRANCHISEE understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require CITY to make changes or modifications in some of the terms, conditions or obligations under this Agreement. FRANCHISEE agrees that the terms and provisions of the Rancho Cordova Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of FRANCHISEE located within the CITY.

Article 27. Default, Termination.

27.01 Default. Except for the occurrence of Force Majeure, in the event of any material failure or refusal of FRANCHISEE to comply with any obligation or duty imposed on FRANCHISEE under this Agreement or the Rancho Cordova Municipal Code, the Contract Administrator and FRANCHISEE shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on the informal resolution or cure of the breach within ten (10) business days, the City Council shall have the right to terminate this Agreement if:

27.01.1 Following the ten (10) day meeting period described above, the Contract Administrator shall have given written notice to FRANCHISEE specifying that a particular default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of FRANCHISEE, and

27.01.2 FRANCHISEE fails to correct such default or fails to take reasonable steps to correct such default within thirty (30) days from the date of the notice given by the Contract Administrator under Section 27.01.1 above and FRANCHISEE thereafter fails to diligently continue to take reasonable steps to correct such default.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

27.02 The following events shall also constitute a material breach and default under this Agreement:

27.02.1 Misrepresentation. Any misrepresentation or disclosure made to CITY by FRANCHISEE in connection with or as an inducement to entering this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time the representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.

27.02.2 Fraud or Deceit. If FRANCHISEE practices, or attempts to practice, any fraud or deceit upon CITY.

27.02.3 Failure to Maintain Coverage. If FRANCHISEE fails to provide or maintain in full force and effect any of the insurance coverage as required by this Agreement.

27.02.4 Violations of Regulation. If FRANCHISEE violates any licensing, permits, orders or filing of any regulatory body having jurisdiction over FRANCHISEE which violation or non-compliance materially affects FRANCHISEE'S ability to perform under this Agreement, provided that FRANCHISEE may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise shall be deemed to have occurred during the pendency of the contestation or appeal, to the extent FRANCHISEE is able to adequately perform during that period.

27.02.5 Acts or Omissions. Any other act or omission by FRANCHISEE which materially violates the terms, conditions, or requirements of this Agreement, Rancho Cordova Municipal Code, AB 939, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if FRANCHISEE cannot reasonably correct or remedy the breach within the time set forth in such notices, if FRANCHISEE should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

27.02.6 Termination of Service. In the case of a breach related to the above Sections 27.02.1 through 27.02.5, and the breach continues for more than thirty (30) calendar days after written notice from the Contract Administrator for the correction thereof, provided that where such breach cannot be cured within such thirty (30) day period, FRANCHISEE shall not be in default of this Agreement if FRANCHISEE shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and it continues such performance diligently until completed.

27.03 Termination. Upon the occurrence of a material breach, the City Council shall have the right to terminate this Agreement. In the event FRANCHISEE fails to cure the material breach specified in

CONTRACT NO. 2025-[CONTRACT_NUMBER]

a written notice from the Contract Administrator, then failure to cure may result in a declaration of termination of this Agreement by CITY.

27.04 Force Majeure. The performance of this Agreement may be discontinued or temporarily suspended in the event of Force Majeure. FRANCHISEE shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if FRANCHISEE'S performance is prevented or delayed by Force Majeure. For purposes of this Section, Force Majeure means acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or government restraint. Notwithstanding anything to the contrary herein, CITY and FRANCHISEE agree that the settlement of strikes, lockouts or other industrial disturbances, and litigation, including appeals, shall be entirely within the discretion of FRANCHISEE and FRANCHISEE may make settlement thereof at such time and on any such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive FRANCHISEE of the benefit of this Section.

27.05 The Contract Administrator shall serve written notice, either personally or by registered or certified mail, postage prepaid of the termination of a Franchise under this Agreement to the last place of business of FRANCHISEE and FRANCHISEE shall cease operation under its Franchise within ten (10) calendar days.

Article 28. Conditions Upon Termination.

28.01 In the event this Agreement is terminated:

28.01.1 FRANCHISEE shall have no right or authority to provide Temporary Services in CITY.

28.01.2 FRANCHISEE shall, however, remain liable to CITY for any and all franchise fees that would otherwise be payable by FRANCHISEE, for any and all late payment charges and interest assessed pursuant to Section 8 of this Agreement and for any and all delinquent report charges assessed pursuant to Section 13 of this Agreement.

28.01.3 FRANCHISEE shall have a continuing obligation to submit to CITY all reports and forms required by Article 13 of this Agreement that relate to Temporary Services performed by FRANCHISEE up to and including the date of termination.

28.02 In the event this Agreement is terminated, then within the time period specified by the City Council and if directed by the Contract Administrator, FRANCHISEE shall remove all of FRANCHISEE'S containers from all of FRANCHISEE'S Collection Service locations within the CITY and shall properly dispose or process all Solid Waste in such containers.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Article 29. Notices.

Except as otherwise provided in this Agreement, all notices required by this Agreement shall be given by personal service, overnight delivery service, or by deposit in the United States mail, postage pre-paid and return receipt requested, addressed to the parties as follows:

To CITY: Solid Waste Franchise Contract Administrator

Attn: Marc Hill
City of Rancho Cordova
3303 Luyung Dr
Rancho Cordova, CA 95742
Email: recycle@cityofranchocordova.org
Phone: (916) 851-8710

To FRANCHISEE: [COMPANY]
Attn: [NAME]
[ADDRESS]
Email: [EMAIL]
Phone: [PHONE]

Notice shall be deemed effective on the date personally served or, if mailed, three days after the date deposited in the mail unless otherwise specified in this Agreement.

Article 30. Relationship of Parties.

The parties intend that FRANCHISEE shall perform the services required by this Agreement as an independent FRANCHISEE and not as an officer or employee of CITY nor as a partner or joint venturer with CITY. No employee or agent of FRANCHISEE shall be deemed to be an employee or agent of CITY and shall not obtain any rights to retirement benefits, worker's compensation benefits, or any other benefits which accrue to the employees of CITY by virtue of their employment with said agency. Except as expressly provided herein, FRANCHISEE shall have the exclusive control over the manner and means of conducting the Temporary Services performed under this Agreement and all persons performing such services. FRANCHISEE shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents.

FRANCHISEE agrees that this Agreement is not made in the interest of, or on behalf of, any undisclosed person, partnership, FRANCHISEE, association, organization, or corporation. FRANCHISEE has not directly or indirectly colluded, conspired, connived or agreed with any person, partnership, FRANCHISEE, association, organization, or corporation to secure any advantage against CITY.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Article 31. Compliance with Law.

In providing the services required under this Agreement, FRANCHISEE shall at all times, at its sole cost, comply with all applicable laws of the United States, the State of California, CITY and other states, or counties which may have jurisdiction over any service provided in this Agreement and with all applicable regulations promulgated by any federal, state, regional or local administrative and regulatory agency, now in force and as they may be enacted, issued or amended during the term of this Agreement.

Article 32. Governing Law.

This Agreement, and all rights, obligations, duties, and liabilities pursuant to it, shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

Article 33. Jurisdiction.

The parties agree that any litigation concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Sacramento County, State of California, or in the United States District Court for the Eastern District of California to the fullest extent permissible by law. With respect to venue, the parties agree that this Agreement is made in and will be performed in the CITY. Each party consents to service of process in any manner authorized by California law.

Article 34. Assignment.

34.01 FRANCHISEE acknowledges that this Franchise Agreement involves rendering a vital service to the Temporary Service Customers within CITY, and that CITY has franchised FRANCHISEE to perform the services specified herein based on: (1) FRANCHISEE'S experience, skill and reputation for conducting its Temporary Services in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good Solid Waste management practices; and (2) FRANCHISEE's financial resources to maintain the required equipment and to support its indemnity obligations to CITY under this Agreement. CITY has relied on each of these factors, among others, in choosing FRANCHISEE to perform the services to be rendered by FRANCHISEE under this Agreement.

34.02 Any Franchise granted is a privilege to be held in trust by the original FRANCHISEE. This Franchise Agreement shall not be transferred, sold, leased, assigned, or relinquished, or delegated to another person, either in whole or in part, whether by forced sale, merger, consolidation, bankruptcy laws or otherwise, without the prior approval of the City Council. This restriction includes the transfer of ownership of FRANCHISEE, or a majority of the ownership or control of FRANCHISEE, or the conveyance of a majority of FRANCHISEE's stock to a new controlling interest. This Agreement shall become void upon the abandonment of same by FRANCHISEE. The City Council shall not unreasonably withhold approval of a Franchise assignment, provided that such assignment does not unreasonably impact competition and the assignee is qualified to perform its obligations as required by this Franchise Agreement and any implementing CITY ordinance.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

34.03 FRANCHISEE shall promptly notify the Contract Administrator in writing in advance of any proposed assignment, sale, or transfer. In the event the City Council approves of any assignment, sale, or transfer, said approval shall not relieve FRANCHISEE of any of its obligations or duties under this Agreement unless this Agreement is modified in writing to that effect.

Article 35. Binding on Successors.

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.

Article 36. Waiver.

36.01 The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

36.02 The subsequent acceptance by either party of any monies, which become due hereunder, shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other party of any provision of this Agreement.

Article 37. FRANCHISEE'S Investigation.

FRANCHISEE has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

Article 38. Entire Agreement.

This Agreement, including any Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein.

Article 39. Interpretation.

This Agreement shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

Article 40. Amendment.

This Agreement may not be modified or amended in any respect except by a written agreement duly approved and signed by the parties.

Article 41. Severability.

If any nonmaterial provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

CONTRACT NO. 2025-[CONTRACT_NUMBER]

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

CITY OF RANCHO CORDOVA

FRANCHISEE

Albert Stricker, Public Works Director

[NAME], [TITLE]

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

EXHIBIT 1

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Exhibit 1

Exhibit 1
City of Rancho Cordova, CA
City-Approved Facilities

City-Approved C&D Sorting Facilities

Facility	Address	SWIS	Material Type	Sacramento County Diversion Rate
L and D Landfill and Material Recovery Facility	8635 Fruitridge Road, Sacramento	34-AA-0020	Mixed C&D Source Separated	80.23%
GreenWaste Florin Perkins Resource Recovery Facility	4201 Florin Perkins Road, Sacramento	34-AA-0221	Mixed C&D Source Separated	72.68%
Sierra Waste Recycling & Transfer Station, Inc.	8260 Berry Avenue, Sacramento	34-AA-0214	Mixed C&D Source Separated	83.12%

City-Approved Processing Facilities

Facility	Address	SWIS	Material Type	Diversion Rate
Sacramento Recycling and Transfer	8491 Fruitridge Road Sacramento, CA	34-AA-0195	Recyclables	
Napa Recycling at Yolo Landfill	44090 County Road 28H, Woodland, CA	57-AA-0001	Organics	
Western Placer Waste Management Authority	3195 Athens Avenue, Lincoln	31-AA-0001	Mixed Solid Waste	
TBD				

Disposal and Transfer Facilities

Facility	Address	SWIS	Material Type
Kiefer Landfill	12701 Kiefer Blvd, Sloughhouse	34-AA-0001	Garbage
North Area Recovery Station	4450 Roseville Rd, North Highlands	34-AA-0002	Garbage
Sacramento Recycling and Transfer Station	8491 Fruitridge Road, Sacramento	34-AA-0195	Garbage
TBD			

EXHIBIT 2

CONTRACT NO. 2025-[CONTRACT_NUMBER]

Exhibit 2
City of Rancho Cordova, CA
Administrative Charges

It shall be the duty of FRANCHISEE to perform services under this Agreement in such a manner as to ensure that services are of the highest caliber. In the event FRANCHISEE fails to perform the services set forth in this Agreement, CITY may assess administrative charges against FRANCHISEE in the following amounts:

	Failure	Amount	Cure Period	Section
a.	Failure to provide renewal information in 90-day window.	\$50.00 per day	n/a	4.04
b.	Failure to submit franchise fee payment in accordance with Article 8 of this Agreement.	\$100 per Business Day	2 Business Days	8
c.	Failure to deliver Construction and Demolition Debris to a City-Approved C&D Sorting Facility and to obtain a Sacramento County stamp for Covered Project.	\$1,000.00/occurrence	n/a	10.02 10.03
d.	Disposal of Source Separated Recyclable Materials, and/or Organic Recyclable Materials in a disposal facility or landfill without first obtaining the written permission of CITY.	\$1,000.00/occurrence	n/a	10.04 10.05
e.	Failure to deliver a recoverable load (30% or greater diversion) to a City-Approved Processing Facility or City-Approved C&D Facility, except as otherwise expressly provided in this Agreement.	\$1,000.00/occurrence	n/a	10.06
f.	Failure to deliver Collected Solid Waste to an appropriate City-Approved facility as listed in Exhibit 1 or a facility approved via the process described in Article 9.	\$1,000.00/occurrence	n/a	10.06
g.	Failure to achieve required 65% diversion rate for Temporary Debris over a quarterly reporting period.	\$50.00 per one ton shortfall needed to meet 65% diversion requirement per quarter	n/a	10.07

EXHIBIT 2

CONTRACT NO. 2025-[CONTRACT_NUMBER]

h.	Failure to submit complete and correct information or reports on time and in accordance with Article 13 of this Agreement. Each report due shall be treated separately for purposes of this delinquent report charge, and such delinquent report charges shall be cumulative.	\$50.00 per day delinquent per report	n/a	13
i.	Failure to respond to any CITY request for data or information within five (5) Business Days of receipt of the request.	\$200.00 per day	2 Business Days	13.08
j.	Verified collection outside of restricted collection hours.	\$100 per day	n/a	17.03
k.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$200.00/occurrence	2 Business Days	17.05 19.02
l.	Failure to clean up spillage or litter caused by FRANCHISEE.	\$200.00/occurrence	1 Business Day	17.06
m.	Failure to properly cover materials in Collection vehicles.	\$200.00/occurrence	n/a	17.06
n.	Operation of overweight Collection Vehicles.	\$500 per day per load after CITY has considered FRANCHISEE's reason for overweight vehicles.	n/a	17.07
o.	Failure to remove Containers from Customer property within 10 business days following termination of Customer service agreement.	\$50 per day.	2 Business Days	18
p.	Failure to meet Customer Service standards.	\$200/occurrence	n/a	22
q.	Failure to comply with the requirements of this Agreement or Rancho Cordova Municipal Code not specified in items a. through q. following written notice from CITY to FRANCHISEE of deficiency.	\$250.00 per incident	n/a	

Exhibit 3
City of Rancho Cordova, CA
Incident Protocol

DRAFT

Franchised Waste Hauler Incident Communication Protocol

The following protocol identifies the items required to be reported to the City of Rancho Cordova in the event of an accident, damage to public/private property, or other noteworthy event involving the hauler. This includes any incident, regardless of how minor that affects an entity other than the hauler. Reportable examples include vehicle accidents, fires, fluid spills, city or customer property damage, etc. Issues with hauler equipment that do not affect others need not be reported (i.e., if a vehicle breaks down during a route without spillage of any kind).

Notification Tree

After notifying emergency services as appropriate, the city must be contacted via phone when an incident is identified through one of the staff below. If a staff member does not answer, the next person on the list must be phoned until actual contact is made.

- Marc Hill – 916-851-8821, mhill@cityofranchocordova.org
- Maria Lopez – 916-851-8893, mlopez@cityofranchocordova.org
- Victor Ramos – 916-851-8948, vramos@cityofranchocordova.org
- Main Public Works Line – 916-851-8810

Immediate Communication

- **Description:** provide a detailed description of what transpired (e.g. a truck caught fire, and the load was ejected) and if there were any injuries.
- **Emergency Services Notified:** communicate if Emergency Services have been contacted and if they are currently on scene.
- **Response:** provide a detailed description of the response that is being mobilized to address the incident.
- **Timing:** provide the approximate time the incident occurred and anticipated length of time necessary to resolve the situation.
- **Specific Location of Incident:** provide as precise a location as possible, including the nearest cross streets. For example, “the accident occurred in the parking lot of Rancho Cordova City Hall. The closest cross streets are Prospect Place and Gold Center Drive.”

- **City Asset Impact:** provide information related to the following:
 - Any Drain Inlets (DI's) affected by liquids as a result of the incident.
 - Impact on road surface (if any).
 - Impact on signs, streetlights, signals, sidewalks, etc.
- **Other Asset Impact:** provide details of damages to customer assets and/or third-party assets including if external parties were involved/notified of the issue.
- **Media:** communicate if the media is present.
- **Photos:** to the extent possible, provide photographs of the incident, including specific damage to city assets, where applicable.

Follow-Up Communication

At the conclusion of the incident response, provide the following details to the city staff person that was originally contacted. Follow-up communication may be accomplished via email if desired. If email is chosen, please copy Marc Hill if he is not the staff person with whom primary contact was made.

- **Timeframe:** summarize the incident timeframe from the initial notification to the conclusion of the response effort.
- **Response:** provide details about what transpired during the response effort and any follow-up that needs to be accomplished. If follow-up attention is required, provide the timeframe for it.
- **Causation:** provide as much information as possible regarding what caused the incident and any measures that will be taken to mitigate future incidents (if possible).

MEMORANDUM



ITEM 9.3.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-236 WITH K&K JL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$578,522 FOR LANDSCAPE MAINTENANCE SERVICES OF PUBLIC FRONTAGES IN THE MATHER COMMERCE AREA**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2025-236 with K&K JLServices, Inc. in an amount not to exceed \$578,522 for landscape maintenance of public frontages in the Mather Commerce Area.

BACKGROUND

Historically, the county has managed tree, vegetation, and landscape maintenance throughout the City of Rancho Cordova's jurisdiction of the Mather Commerce Area. As part of an ongoing transition of responsibilities, the City Council approved a one-year agreement with the county on December 2, 2024, allowing the county to continue providing these services through December 31, 2025. This transition period provided time for the city to prepare for independent maintenance operations within its boundaries.

On October 8, 2025, staff issued a Request for Proposals (RFP) for landscape maintenance services beginning January 1, 2026. The City received five proposals in response. K&K JL Services, Inc. submitted the lowest qualified price and demonstrated experience providing similar services for public agencies. The firm's certified staff and maintenance plan reflect an understanding of the city's service expectations. Staff recommends awarding Contract No. 2025-236 to K&K JL Services, Inc. in an amount not to exceed \$578,522.

FISCAL IMPACT AND FUNDING SOURCE

The contract would be funded by Measure A and would have no impact on the city's general fund.

ATTACHMENT(S)

1. Resolution

2. Contract No. 2025-236

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-236 WITH K&K JL SERVICES, INC. IN AN AMOUNT NOT TO EXCEED \$578,522 FOR LANDSCAPE MAINTENANCE SERVICES OF PUBLIC FRONTAGES IN THE MATHER COMMERCE AREA

WHEREAS, the city solicited proposals for landscape maintenance services under the requirements of state law on October 8, 2025; and

WHEREAS, the city received five proposals on October 24, 2025; and

WHEREAS, K&K JL Services, Inc. submitted the top-ranked proposal based on a combination of the lowest qualified price, experience providing services to public agencies, and an understanding of the city's desired level of service; and

WHEREAS, the work scope includes turf mowing and edging, shrub pruning, irrigation system maintenance, fertilization, litter removal, and weed control; and

WHEREAS, adoption of this Resolution will allow the City Manager to execute a contract with K&K JL Services, Inc. in an amount not to exceed \$578,522; and

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

WHEREAS, the contract would be funded by Measure A and would have no impact on the city's general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2025-236 with K&K JL Services, Inc. in an amount not to exceed \$578,522 in a form approved by the City Attorney for landscape maintenance services in the Mather Commerce Area.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.3.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND K&K JL SERVICES, INC.**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and K&K JL Services, Inc., (herein "Contractor"), as of January 1, 2026.

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

SECTION 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2029, unless the term of this Agreement is otherwise terminated as provided for in Section 10. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 10.

SECTION 3. CONTRACT ADMINISTRATOR. This Agreement shall be administered by Operation & Maintenance Division Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

SECTION 4. COMPENSATION OF CONTRACTOR. The Contractor shall be paid Five hundred seventy-eight thousand five hundred twenty-two dollars (\$578,522) for performance of the Services pursuant to this Agreement. The Contractor shall submit invoices to the Contract Administrator on a monthly basis detailing the Services performed. In the event of a conflict between this Agreement and Exhibit A regarding the amount of compensation, the Agreement shall prevail. Upon receipt and approval of the Contractor's invoices, the City shall remit payment to the Contractor for Services provided within thirty (30) days. Payment to Contractor shall be considered as full compensation for performing the Services.

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

SECTION 5. PERFORMANCE STANDARDS. Contractor shall comply with all applicable laws now in force or which may hereafter be in force with regard to the provision of Services and this Agreement. Contractor represents that it has the skills, expertise, licenses and permits necessary to perform the Services. Contractor shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged and in accordance with applicable industry standards. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation throughout the term of this Agreement.

SECTION 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an

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

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

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

SECTION 7. INSURANCE REQUIREMENTS. Prior to beginning any Services under this Agreement, Contractor, at its own cost and expense, shall procure insurance coverage at such levels of coverage, scope, limits, and/or forms as set forth in Exhibit C ("Insurance Requirements") hereto. Contractor shall provide proof satisfactory to City of such insurance and maintain the insurance throughout the term of this Agreement.

SECTION 8. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

- 8.1 General Requirement.** Contractor shall indemnify, defend with counsel selected by the City, and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from Services performed pursuant to this Agreement caused in whole or in part by any negligent or willful act or omission of Contractor, its officers, agents, employees, or anyone directly or indirectly acting on behalf of Contractor. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and

endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 8.2 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.
- 8.3 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. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City its officers, agents, employees and representatives, 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 selected by 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 or performance of the Services, 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 9. 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 10. TERMINATION AND MODIFICATION. No modification or amendment of this Agreement is effective unless made in writing and signed by both the City and Contractor.

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

Contractor may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

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

10.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period.

10.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

10.4 Assignment and Subcontracting. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

10.5 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

10.5.1 Immediately terminate the Agreement;

- 10.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 10.5.3 Retain a different Contractor to complete the services described in Exhibit A not finished by Contractor; and
- 10.5.4 Charge Contractor the difference between the cost to complete the services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 11. ASSIGNMENT AND SUBCONTRACTING. Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City.

SECTION 12. NOTICES. All notices that are regarding this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

Any written notice to City shall be sent to:

ATTN: Maria Lopez, O&M Division Manager
City of Rancho Cordova
Operation & Maintenance Division
3303 Luyung Drive
Rancho Cordova, CA 95742
mlopez@cityofranhocordova.org

Any written notice to Contractor shall be sent to:

ATTN: Krishal Sharma, VP
K&K JL Services, Inc
1320 Willow Pass Rd., Ste 600
Concord, CA 94520
krishal@kkjlservices.com

SECTION 13. CONFLICT OF INTEREST. Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

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

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

SECTION 14. GOVERNING LAW AND VENUE. The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.

SECTION 15. 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.

SECTION 16. SEVERABILITY. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

SECTION 17. NO IMPLIED WAIVER OR BREACH. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any breach of that term or any other term of this Agreement.

SECTION 18. SURVIVAL. The obligation of this Agreement, which by their nature would continue beyond the term or expiration of the Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.

SECTION 19. IRS FORM W-9. Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. This City's Finance Director shall have authority to waive this requirement.

SECTION 20. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

SECTION 21. ENTIRE AGREEMENT. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, the special provisions attached hereto and incorporated herein as Exhibit B, and the insurance requirements attached hereto and incorporated herein as Exhibit C, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

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

CITY OF RANCHO CORDOVA

CONTRACTOR

Micah Runner, City Manager

Krishal Sharma, Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Section 2 - Scope of Services

2.1. WORK GUIDANCE

All work to be done by any Proposer selected to perform the work outlined in this RFP shall be guided by:

- The County of Sacramento, Municipal Services, Standard Construction Specifications <https://saccountyspecs.saccounty.gov/Pages/default.aspx>
- The Standard Specifications, State of California, California State Transportation Agency, Department of Transportation http://ppmoe.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2018 StdSpecs/2018 StdSpecs.pdf, and
- This RFP.

A preliminary copy of the City's contract for Landscape Maintenance Services is attached to this RFP as "Sample Contract". The contract shall bind the selected Proposer to perform work in accordance with this RFP.

2.2. DESCRIPTION OF WORK EXPECTATIONS

All Proposers accept and confirm by submission of a signed proposal in response to this RFP, that work to be performed by the selected Contractor is comprised of landscape maintenance services in the Mather Commerce Area.

The City's expectations from the selected Contractor include, but are not limited to:

- **Workmanship:** All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by industry contractors to be best practice. All work completed by the selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with the operation and public usage of City owned facilities.
- **Safety:** All services, supplies, and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. **The Contractor's employees shall wear O.S.H.A. approved safety vests and personal protective equipment at all times during contract work.**
- **Hazards and Vandalism:** Any hazards or acts of vandalism shall be reported immediately to the Contract Manager and then followed up in writing. Hazards shall be remedied by the Contractor after approval is obtained from the Contract Manager. Hazards that create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.
- **Response:** The selected Contractor will be required to be able to respond to any location with no more than a ninety (90) minutes delay in response time. A communications system shall be in place which provides the City ability to contact the Contractor in an emergency twenty-four (24) hours a day, seven days a week. Failure to adequately respond can result in immediate termination of the remainder of the contract.

- **City Policy:** The selected Contractor shall be aware of, and shall comply with, City ordinances governing Landscape Maintenance Services.
- **Equipment:** The selected Contractor must furnish all tools and equipment needed to provide a high level of workmanship, to ensure continuous and safe operation, and complete work in accordance with the current City standard specifications. The City may require demonstration of equipment during the selection process of this RFP.
- **Experience:** The selected Contractor shall have experience in the use of professional equipment systems for Landscape Maintenance Services. In the event the Contractor's staff is not experienced and City property is damaged as a result of the Contractor's inability, the Contractor shall be responsible for repair or replacement. The City may require a demonstration of such experience during the selection process of this RFP.

The City may make periodic inspections of all facilities covered by this agreement at periodic intervals. The purpose of these inspection tours shall be to evaluate the effectiveness, adequacy and acceptability of the Contractor's performance in Landscape Maintenance Services in accordance with the provisions of this agreement. The City may, during the periodic inspection tours, identify and communicate to the Contractor, areas of unsatisfactory work or of inadequate performance by the Contractor. The result of each inspection shall be made available to the Contractor in writing. The Contractor shall correct such identified unsatisfactory work or inadequate performance within forty-eight (48) hours and shall submit in a written report to the City reflecting such corrective actions.

2.3. PESTICIDE APPLICATION AND WEED CONTROL

Weed control is an integral part of the landscape maintenance services required under this contract. The Contractor shall be responsible for the safe and lawful application of herbicides and other pesticides as necessary to maintain landscaped areas in a weed-free and healthy condition.

All pesticide applications shall comply with applicable federal, state, and local regulations, including those established by the California Department of Pesticide Regulation (DPR).

The Contractor shall possess and maintain, throughout the term of the contract, the appropriate DPR credentials, including a valid Qualified Applicator License (QAL) or Qualified Applicator Certificate (QAC) in Category B – Landscape Maintenance.

Copies of these certifications shall be submitted with the proposal and maintained in good standing for the duration of the contract.

If the Contractor intends to subcontract any portion of the pesticide application work, the subcontractor must also possess and maintain a valid QAL or QAC in Category B – Landscape Maintenance, and the Contractor shall provide the same documentation at the time of proposal submission.

2.3.1 Recordkeeping and Reporting

The Contractor shall maintain detailed records of all pesticide applications performed under

this contract in accordance with Title 3, California Code of Regulations, Section 6624 and all other applicable DPR recordkeeping requirements.

Records shall include, at a minimum:

- The date and time of application; and
- The exact location of application; and
- The product name, U.S. EPA registration number, and concentration or quantity applied; and
- The target pest or weed; and
- The name and DPR license or certificate number of the individual who performed or supervised the application.

Records shall be maintained for a minimum of two (2) years and made available to the City upon request. The Contractor shall submit copies of these records to the City on a monthly basis, or at another frequency as mutually agreed upon in writing by the City and Contractor.

In addition, the Contractor shall maintain documentation of all annual pesticide handler and applicator training, as required under Title 3, California Code of Regulations, Section 6724, including records of training content, dates, and attendees. Copies of these annual training records shall be provided to the City upon request and no less than once per year during the contract term.

2.4. TURF MAINTENANCE

2.4.1 Turf Mowing, Trimming, and Edging

All turf shall be mowed to maintain a uniform height of no more than 2-1/2 inches. Turf shall be mowed one time per week between March 1 and October 31 of each calendar year. Between November 1 and February 28 of the following calendar year, turf shall be mowed one time every other week. Any changes in schedule due to weather conditions or equipment operation must be pre-approved by the Contract Manager. Mowing shall be done only by properly adjusted mowing equipment with sharp cutting edges.

The Contractor shall use walk-behind mowers for all mowing of turf unless otherwise specified or approved. Riding mowers may be permitted for use in large, open turf areas where their operation can be demonstrated to provide an equal or superior quality of cut without damaging turf or adjacent improvements. The use of riding mowers is subject to prior approval by the Contract Manager and may be revoked at any time if their performance, maneuverability, or impact on site appearance is deemed unsatisfactory.

Bruising or rough cutting the grass will not be permitted. The Contractor shall remove all paper, rubbish or debris from each turf area prior to mowing. All grass clippings shall be picked up and removed from the site. Grass clippings and leaves shall be cleaned out of gutters and shall not at any time be blown on to streets or sidewalks.

Grasscycling (the practice of recycling grass clippings back into the turf) is permitted, provided that clippings are finely mulched and not visible as clumps or windrows. In high-visibility areas,

such as business park entrances, community plazas, or other areas designated by the City, the Contract Manager reserves the right to require clippings to be collected and removed if they detract from the site's appearance or create debris.

All turf shall be mechanically edged along the entire perimeter. Turf shall be edged on the same schedule as mowing; weekly March 1 and October 31, bi-weekly November 1 and February 28. Trimming around irrigation heads shall be done as necessary to provide proper water coverage and head operation. String edgers may be used as needed around poles, against soundwalls, and around controller enclosures, vaults, etc.

Tree wells in turf areas shall have a minimum 18-inch radius from tree trunk, clear and void of turf and weeds. Chemical sprays or string edgers may be used, but care shall be taken not to damage tree trunks or exposed roots. Damage to trees from trimming activities may result in the Contractor replacing the tree at the Contractor's expense.

2.4.2 Turf Fertilization

The Contractor shall provide all materials, equipment, and labor to implement and maintain a turf fertilization program. The Contractor shall apply fertilizer as necessary to always maintain green and healthy turf. The Contractor shall determine the schedule, application rates and appropriate percentages of nitrogen, potash, and phosphoric acid to always maintain green and healthy turf. The Contractor shall also apply a pre-emergent in the Spring and Fall to prevent all weeds in the turf, including but not limited to, crabgrass and poa annua. No ammonium nitrate or like fertilizers shall be used at any time. All fertilizer products landing on any hardscape surface shall be removed immediately. The Contractor shall adjust irrigation schedules in accordance with manufacturer specifications to achieve maximum benefits from the application of fertilizers and weed control products.

An annual turf fertilization plan shall be included in the Draft/Initial Schedule of Duties as required in Section 5.8. The Contractor shall maintain detailed records of the turf fertilization program for inspection by City staff upon request, including all dates, locations, products used and application rates.

2.4.3 Turf Aeration

All turf areas shall be aerated two times per year, in April and September. A coring-type aerator shall be used, and all sprinkler heads must be flagged prior to aeration. The Contractor shall provide all materials, equipment, and labor required for aeration. Turf aeration shall be included on the Draft/Initial Schedule of Duties as required in Section 5.1.4

2.4.4 Turf Watering

Turf shall be watered at such frequency as weather conditions require to replenish soil moisture below root zone. Normally, a total of 1-1/2 inches of water is needed weekly in hot weather. Water conservation is always to be of prime concern. The Contractor is responsible for promptly notifying the Contract Manager of any needed irrigation adjustments and the need to correct any over or under-watering conditions.

2.4.5 Turf Weed Control

The turf areas shall always be kept free of weeds during the entire term of the contract. Weeding may be done manually or by the use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used, it shall only be done following State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants and/or turf occur, the Contractor shall replace those plants and/or turf at the Contractor's expense.

Weeds that reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4 inches in height. All weed debris shall be removed from the area.

The City reserves the right to require the selected Contractor to consult with a Turf Consultant to prepare fertilization, pesticide, and weed control program, should the chosen Contractor not have staff with adequate turf expertise.

2.5. TREES, SHRUBS, AND PLANTING AREA MAINTENANCE**2.5.1 Tree Pruning**

Pruning of city trees shall be performed as necessary to (1) raise the lower branches to maintain a 15 feet clearance above streets and roadways; (2) raise the lower branches to maintain a 7 feet clearance above sidewalks and walkways; (3) to remove suckers, water sprouts, and other undesirable growth; (4) remove all dead or damaged branches; (5) eliminate visibility obstructions at corners or intersections, and (6) to clear obstructions of traffic signals.

All pruning shall be done by certified professional personnel using the Western Chapter of the International Society of Arboriculture pruning standards, approved methods, and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Trees shall be allowed to take their natural shape whenever possible. The Contractor shall provide replacement trees, at the Contractor's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture pruning standards are not met. The replacement tree(s) shall be replaced in size and kind of the damaged tree unless otherwise directed by the Contract Manager.

The selected Contractor should understand that the City will reserve the right to contract separately for costs associated with tree pruning.

The Contractor may be called upon to respond for emergency removal of any down limb(s) and/or tree from the landscape areas during regular business hours.

2.5.2 Shrub Pruning

The following shrubs shall be pruned one time per year as directed by the Contract Manager to a height of 6 inches above the base of the plant of the finished grade:

- Daffodils - Pruning shall consist of leaf cleanup once per year only as directed.
- Deities

- Hemerocallis - dead foliage removal as needed for aesthetic purposes.
- Hybrid Roses Varieties - Shall be pruned in February to less than 12 inches.
- Lantana - Shall be pruned in November to be less than 12 inches.
- Muehlenbergia - Shall be pruned in November to 6 inches in height.
- Pennisetum - Shall be pruned every February without direction.
- Penstemon - Shall be pruned prior to November to less than 12 inches of above woody tissue.
- Romneya - Shall be pruned in November 50% or as directed.

Pruning of other shrubs shall be performed three times per year to shape, particularly to correct miss-shaping.

Pruning of shrubs shall be performed to (1) raise the lower branches of shrubs above vehicle obstruction height wherever they overhang medians and roadways; (2) where they encroach onto the walkways and paved areas; (3) remove suckers, water sprouts, and other undesirable growth on shrubs; (4) remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) eliminate any visibility obstructions at corners or intersections.

Shrubs shall be pruned to ensure proper growth and control. All pruning shall be done by qualified professional personnel using approved methods and techniques. Shrubs shall be cleanly cut with no tearing of the bark. Shrubs are to be allowed to take their natural shape whenever possible. Shearing or "boxing" will not be permitted unless specifically directed by the Contract Manager. The Contractor shall provide replacement shrubs, at the Contractor's expense, if shrubs are damaged. Under no circumstances will stripping of the lower branches ("raising-up") of shrubs be permitted.

2.5.3 Tree Staking

The Contractor shall maintain existing stakes, ties, and protective devices, providing replacements at all times during the entire contract term, on all young trees until such time as they are no longer needed for support. The Contractor shall remove the stakes at this time, at no additional cost. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. Staked trees shall be inspected as needed to prevent such damage. The Contractor shall replace any plant material damaged due to negligence and/or lack of proper inspection at the Contractor's expense.

Trees shall be tied to stakes using only two broad ties of flexible material unless the Contractor obtains prior approval by the Contract Manager to use an optional method.

2.5.4 Planting Area Fertilization: The Contractor shall provide all materials, equipment, and labor to implement and maintain a fertilizer program for planting areas. The Contractor shall apply fertilizer as necessary to maintain all plants and shrubs in a healthy and vigorous condition. The Contractor shall determine the schedule, application rates and appropriate percentages of nitrogen, potash, and phosphoric acid to maintain plants and shrubs in a healthy and vigorous condition. The Contractor shall also apply a pre-emergent in the Spring and Fall to prevent all weeds in the planting areas, including but not limited to crabgrass and poa annua. No ammonium

nitrate or like fertilizers shall be used at any time. All fertilizer products landing on any hardscape surface shall be removed immediately. The Contractor shall adjust irrigation schedules in accordance with manufacturer specifications to achieve maximum benefit from the application of fertilizers and weed control products.

An annual planting area fertilization plan shall be included in the Draft/Initial Schedule of Duties as required in Section 5.1.4. The Contractor shall maintain detailed records of the planting area fertilization program for inspection by City staff upon request, including all dates, locations, products used and application rates.

2.5.5 Annual / Color Plantings

Annual plantings shall be replaced three (3) times per year as directed by the Contract Manager. Annuals shall be planted not less than 6 inches, nor shall they be planted more than 8 inches apart. Annuals shall be approved by the Contract Manager prior to planting. The Contractor shall be responsible to ensure that the beds remain in good condition throughout the contract term. The Contractor shall remove spent annuals from the site.

2.5.6 Annual / Color Fertilization

Fertilizer shall be applied six (6) times per year. Fertilizer shall be homogenized time-release pellet type, balance by weight for seasonal needs or as directed/approved by the Contract Manager. Each application shall be at a rate of 2 pounds per 1,000 square feet. The Contractor shall remove all fertilizers that do not remain in the target area, for example sidewalk, gutters, hardscape. The fertilizers that do not remain in the targeted area shall be collected, reused or disposed of per County of Sacramento regulations. The Contractor shall provide an annual fertilization schedule to be approved by the Contract Manager.

All fertilizers shall be watered into the soil within three (3) days of application and/or per manufacturer's specifications. Where drip systems exist, the fertilizer shall be watered into the soil within three (3) days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited into the wy-filter with prior approval of the Contract Manager.

It is recommended that the Contractor have a Pest Control Advisor/Integrated Pest Management Consultant prepare a fertilizer, pesticide and weed control program.

2.5.7 Weed Control

The landscaped areas shall always be kept free of weeds during the entire term of the contract. Weeding may be done manually or by the use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the Contractor shall replace those plants at no cost to the City. Tree wells shall always be kept free of weeds. The tree well shall be considered the drip line of the specific tree.

Weeds in excess of 4 inches in height shall be manually removed. Chemical spraying shall not be

permitted for weeds exceeding 4 inches in height. All weed debris shall be removed from the area.

It is recommended that the Contractor have a Pest Control Advisor/Integrated Pest Management Consultant prepare a fertilizer, pesticide and weed control program.

Cultivation of the annual bed(s) shall be limited to keeping the soil from crusting and to removing any weeds.

2.6. GROUNDCOVER AND VINE MAINTENANCE**2.6.1 *Groundcover and Vine Pruning***

Groundcovers and vines shall be pruned one (1) time per year and shall be included on the Draft/Initial Schedule of Duties as required in Section 5.1.4.

Vines shall be pruned to within 4 inches of the face and top of the soundwall, as directed by the Contract Manager.

Hypericum shall be mown one (1) time in February, to a height of 3 inches. The mower shall be sharp; tearing or shredding of stems will not be allowed. The Contractor shall replace damaged material at their cost.

2.6.2 *Groundcover and Vine Edging*

Groundcovers and vines shall be edged two (2) times per month, along sidewalks, mow strips, and edges between groundcover and other plant material types throughout the contract term. Proposers shall include a groundcover and vine edging schedule on the Draft/Initial Schedule of Duties as required in Section 5.1.4.

Vines shall be edged/pruned at the bottom of the soundwall to eliminate horizontal growth into planting areas, as directed by the Contract Manager. Extreme care shall be taken to protect vine bases and shrubs, the replacement for vines or shrubs damaged due to the Contractor's activities shall be the Contractor's responsibility.

2.6.3 *Groundcover and Vine Fertilization*

The Contractor shall provide all materials, equipment, and labor to implement and maintain a groundcover and vine fertilization program. The Contractor shall apply fertilizer as necessary to always maintain green and healthy groundcover and vines. The Contractor shall determine the schedule, application rates, and appropriate percentages of nitrogen, potash and phosphoric acid to always maintain green and healthy groundcover and vines. No ammonium nitrate or like fertilizers shall be used at any time. All fertilizer products landing on any hardscape surface shall be removed immediately. The Contractor shall adjust irrigation schedules in accordance with manufacturer specifications to achieve maximum benefit from the application of fertilizers and weed control products.

An annual groundcover and vine fertilization plan shall be included in the Draft/Initial Schedule of Duties as required in Section 5.1.4. The Contractor shall maintain detailed records of the

groundcover and vine fertilization program for inspection by City staff upon request, including all dates, locations, products used, and application rates.

2.6.4 Weed Control

The landscaped areas shall always be kept free of weeds during the entire term of the contract. Weeding may be done manually or by the use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the Contractor shall replace those plants at no cost to the City.

In Mitigation areas, enclosures shall be considered planting areas and shall always be kept free of weeds. Where enclosures do not exist, maintained wells are considered to be a 3-inch diameter circle from the center point of the plant.

Weeds that reach a height of 4 inches or more shall be manually removed, or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4 inches in height. All weed debris shall be removed from the area.

It is recommended that the Contractor have a Pest Control Advisor/Integrated Pest Management Consultant prepare a fertilizer, pesticide and weed control program.

2.6.5 Litter Removal in Landscaped Area

Landscaped areas shall be kept free of all litter, i.e., paper, rubbish, and debris, at a minimum of one time per week during the entire contract term. No debris shall be blown onto roadways or walkways. All litter removed shall be disposed of at the Contractor's expense.

In Mitigation areas, enclosures shall be considered planting areas and shall be kept free of litter at a minimum of one time per week. Where enclosures do not exist, maintained wells are considered to be a 3 feet diameter circle from the center point of the plant.

All mulch, bark, and decomposed granite shall be kept within the planter area and clean from walks and gutters.

Any hazardous material or unusual and/or unknown materials shall be reported to the City at 916-851-8710, or to the County of Sacramento Hazardous Materials Division at 916-875-8550.

2.6.6 Litter Removal in Paved, Decomposed Granite & Rock Blanket Areas

Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg) and rock blanket areas adjacent or within site shall be kept free of all litter, i.e., paper, rubbish and debris, one (1) time per week during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways. All litter removed shall be disposed of at the Contractor's expense.

2.6.7 Cuttings and Trimmings Removal

All cuttings, trimmings, and leaf debris shall be removed from the sites upon cutting or trimming

during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways. All street gutters shall be kept free of leaves. All organic materials and debris collected during landscape maintenance activities, including grass clippings, leaves, and shrub and tree trimmings, shall not be sent to a landfill. All organic waste shall be diverted from landfill disposal through composting, incineration, land spreading, or any other method in compliance with State and local laws and regulations. The Contractor shall provide proof of compliance with this requirement upon request by the City. Cuttings and trimmings shall not be left on any grounds for a period of more than twenty-four (24) hours.

2.6.8 Weed Control in Paved, Decomposed Granite & Rock Blanket Areas

Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg), and rock blanket areas adjacent or within site shall always be kept free of weeds during the entire term of the contract. Weeding may be done manually or by the use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the Contractor shall replace those plants at no cost to the City.

Weeds that reach a height of 4 inches or more shall be manually removed, or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4 inches in height. All weed debris shall be removed from the area.

Total work (sq. ft.) to be accomplished is indicated in the Data Sheet on a per-site basis. In some cases, the area to be kept free of weeds is vacant land that may contain uneven ground and/or deleterious materials that require chemical applications at the appropriate times to minimize difficult mechanical removal. The Contractor shall be responsible for weed control or removal at all times.

2.6.9 Furniture Maintenance

Site garbage cans shall be cleaned, and all debris shall be removed during every site visit. Garbage cans shall be lined with a heavy-duty plastic garbage bag supplied by the Contractor. The plastic garbage bag shall fit the size of the garbage can.

Graffiti and other permanent marks, stains, etc. on site furniture shall be reported to the Contract Manager.

2.6.10 Site Amenities

Artwork shall consist of sculptures, metal fabrications, decorative plaques/place names identifiers, decorative fencing, concrete fabrications, other structures constructed as visual attractions. Graffiti and other permanent marks, stains, etc. on Artwork shall be reported to the Contract Manager.

Flat surfaces and vertical surfaces shall include decorative concrete, colored concrete, stamped/inset concrete patterns inlays, pavers, glass blocks, rocks, and textured masonry walls. Flat surfaces and vertical surfaces around the Artwork shall be cleaned one (1) time per month

from May through October. The Artwork flat and vertical surfaces shall be cleaned with brooms, soap, water and/or power washer. Removal of material shall be subject to a second cleaning if the workmanship and completeness is unsatisfactory as determined by the Contract Manager. Additional cleaning may be directed by the Contract Manager and paid on a time and material basis.

Lighting amenities shall be inspected one (1) time per month and their condition shall be reported to the Contract Manager.

2.6.11 Median(s) Weed Control

The entire median(s) shall always be kept free of weeds, nose to nose, curb to curb, including the planting areas during the entire contract term. Weeding may be done manually or by the use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the Contractor shall replace those plants at no cost to the City.

Weeds that reach a height of 4 inches or more shall be manually removed, or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4 inches in height. All weed debris shall be removed from the area.

2.6.12 Median(s) Litter Removal

The entire median(s) shall be cleared of all litter, i.e., paper, rubbish, and debris, one (1) time per week during the entire contract term and kept clear of most litter at all times. Median(s) shall be swept and kept free of debris, rocks, grass, leaves, and signs. Any drainage inlets adjoining a landscaped median section shall be kept free of debris, rocks, grass, soils, and any deleterious materials that will impede water flow. No blowers shall be used to clean the median(s). All debris shall be disposed of at the Contractor's expense. All debris shall be removed from the area. No debris shall be blown onto roadways or walkways.

2.6.13 Weed Abatement

The Contractor shall mow or weed eat all weeds to a height of 4 inches or less one (1) time per year in conjunction with fence line clearing. Weed abatement shall occur during the month of May or as directed. All slash or weed material shall be removed at the Contractor's expense.

Weed abatement is required for projects that contain unimproved open space. The Data Sheet will indicate an estimated area to be mowed.

Fence lines shall be cleared of weeds one (1) time per year in conjunction with Weed Abatement. Weed removal may be done manually. Weed control may be done by the use of selective weed killers as recommended by a Pest Control Advisor, provided the weeds do not reach a height of 4 inches or higher. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used, it shall only be done per State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plans occur, the

Contractor shall replace those plants at no cost to the City. All weed debris shall be disposed of at the Contractor's expense.

It is recommended that the Contractor have a Pest Control Advisor/Integrated Pest Management Consultant prepare a fertilizer, pesticide and weed control program.

2.6.14 Fungus, Disease, Rodent and/or Insect Infestation Control

It shall be the Contractor's responsibility to always keep the area free of fungus, disease, rodents and/or insects. Any pesticides used must be on the State Department of Agriculture's approved list. All pesticides used shall be recommended by a qualified Pest Control Advisor (PCA). The PCA may either be a sub-contractor consultant to the Contractor or be on the Contractor's staff. If on the Contractor's staff, proof of qualifications shall be provided for as detailed in Section 5.2.4, Staff Experience and Qualifications.

The Contractor shall meet all government agency requirements for storage, use, disposal, and record-keeping at all times. The Contractor shall have all the current, valid permits and licenses legally required before any pesticides are used. The Contractor shall maintain an application on-site and Material Safety Data Sheets (MSDS) for all chemicals used at the sites. Storage site inspections, MSDS, permits, and licenses shall be available for review at any time by the City.

The Contract Manager shall be notified forty-eight (48) hours prior to the expected date of application of any pesticides. Pesticides must be brought to the worksite in the original manufacturer's container and appropriately labeled with guaranteed analysis. All spraying shall be done with extreme care to avoid overspray and any hazard or damages to any person, pet or adjacent property area. The Contractor shall be responsible for restitution and/or repair of any hazard or damage.

In Mitigation areas, enclosures shall be considered planting areas. Mitigation/plant enclosures shall be maintained to protect plant material from rodent or animal damage, as per original installation specifications. Where enclosures do not exist, maintained wells are considered to be a 3 feet diameter circle from the center point of the plant.

2.7. IRRIGATION MANAGMENT

The selected Contractor will be solely responsible for the maintenance and proper operation of all irrigation systems. All sprinkler heads are to be adjusted as necessary for unimpeded coverage and to minimize overspray and water waste. Weekly inspections shall be performed of all irrigation systems, and the Contract Manager shall be notified within twenty-four (24) hours of any and all irrigation problems. Repairs to correct irrigation problems shall be performed within twenty-four (24) hours of notification/discovering of irrigation problems. If repairs are not made within twenty-four (24) hours, the Contract Manager may outsource the needed repairs and deduct the billable amount from the monthly billing for that landscaped section.

Irrigation Lateral Lines – 1 inch or less in size

The selected Contractor shall be responsible for all maintenance and repairs of all irrigation system lateral lines 1 inch or less in size. All costs for maintenance and repairs for lateral lines 1

ITEM 9.3.

inch or less in size shall be included in the Monthly Maintenance Cost & Bid Grand Total as required in Cost Schedule. This consists of all costs for pop-up sprayer heads, bubblers, nozzles, lids, swing joints, fittings, and pipe. All replacement parts must be of same manufacturer or a similar type as approved by the Contract Manager. Responsibility for repairs shall include, but not be limited to, all required maintenance and repairs due to vandalism, accidents, and "acts of God."

Irrigation Lateral Lines – 1-¼ inches or larger in size

The selected Contractor shall be responsible for all maintenance and repairs of all irrigation system lateral lines 1-¼ inches or larger in size. All costs for repair shall be invoiced based on unit costs or labor and materials as provided in Cost Schedule. This includes valves, rotor heads, fittings, pipes, and wiring. All replacement parts must be of the same manufacturer or a similar type as approved by the Contract Manager.

The selected Contractor shall adjust automatic controller programs at all times for seasonal water requirements. The Contractor shall keep all irrigation heads clean of flow impediments and adjusted properly at all times. The Contractor shall monitor the irrigation system and advise the Contract Manager of needed repairs. Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor.

The Contractor shall keep all the controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.

Proposer shall verify irrigation system locations during the proposal process.

All controllers and enclosures shall be serviced weekly, which includes:

- All station test/system check
- Monitoring of systems to ensure station optimization
- Battery replacement if applicable
- Cabinet clean-up

The Contractor shall have sole responsibility for managing the irrigation of these sites as described in these specifications.

At any time, the City reserves the right to direct the Contractor to operate any field unit in a standalone mode. The Contractor shall assume responsibility to operate and manage the irrigation system upon notification as described in these specifications.

The Contractor shall replace the batteries as needed and be compensated in accordance with the unit price as indicated in the Cost Schedule. If the Contractor uses a non-rechargeable battery and causes damage to any controller, the Contractor shall replace or repair the controller at the Contractor's expense. Any equipment that uses rechargeable batteries shall have a rechargeable battery.

2.8. IRRIGATION TESTING AND PROGRAMMING

The Contractor shall test the Backflow Device annually as directed by the Contract Manager. The cost for testing all backflow devices will be the Contractor's responsibility. A certified Backflow Device Tester/Plumber shall be used and acceptable to the City authority. The Contractor shall wrap the Backflow Device annually and maintain the protective covering during periods of cold temperature to eliminate freezing damage. In the event, wrapping the device or maintenance of the wrappings is not accomplished, any resultant damage shall be the responsibility of the Contractor. No additional compensation shall be made for this task.

Watering shall be controlled to prevent runoff, ponding, and overwatering. Irrigation programming shall be the Contractor's responsibility and may be directed by the Contract Manager to maintain proper growth. Irrigation shall be applied at hours that will ensure traffic and access are not disturbed.

The Contractor shall ensure that irrigation system operations shall be performed according to City local water agency and district policies and ordinances. These policies may regulate day of the week, frequency, and/or time of day watering. It is the Contractor's responsibility to water within these policies.

Manual watering may be necessary to maintain a healthy landscape. Hoses, nozzles, and sprinklers for manual watering shall be provided by the Contractor. Manual watering, which is necessary due to the Contractor's inability to repair the irrigation system, shall be at the Contractor's expense. Manual watering, which is necessary due to the Contractor's inability to repair the irrigation system due to situations outside of the Contractor's control, may be considered extra work, and compensation may be made on a time and material basis. The City reserves the right to make the determination of situations outside the Contractor's control at the City's sole discretion.

If manual watering is required, truck application shall be done during hours that minimize the impact on traffic and are subject to local traffic code. The application is recommended to occur during the nighttime/early morning hours when roadways are less traveled and not during commute hours. No weekend watering shall be permitted. Four water purveyors service the City of Rancho Cordova. The Contractor shall be responsible for obtaining any necessary permits from the water purveyor(s) where water will be drawn. All costs associated with permits and water usage will be the Contractor's responsibility.

The Contractor shall be responsible for field monitoring the water application and recommend irrigation program modifications to the Contract Manager. The Contractor shall be responsible for troubleshooting all field-related equipment problems, identifying field-related program problems, identifying program adjustments needed to meet responsible water application parameters, and all field-related repair work.

2.9. WORK LOCATION/SITE CHANGES

Proposers acknowledge that the City reserves the right to add, delete, or change locations under resulting contract for work, and may do so upon written notification to the Contractor. Any

changes in contract scope of work that result in an increase or reduction in cost shall be adjusted based on negotiation between the City and the Contractor. The City expects cost negotiations to be guided by the Cost Schedule submitted by the Contractor in response to this RFP.

2.10. UNSCHEDULED (EXTRA) WORK ITEMS

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

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

Proposers must become familiar with the necessary scope of work before submitting a proposal. Proposers are responsible for familiarizing themselves with the areas. Failure to visit the site(s) will not constitute a basis for claims for extra or additional work caused by the Proposer’s lack of knowledge of the condition of the site(s) or the scope of the work.

2.11. SUBCONTRACTORS

Proposers requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFP. Proposers further acknowledge that the selected Contractor shall be required to perform, with the Contractor’s own organization and employees, not less than fifty percent (50%) of the value of all work conducted under the executed contract.

Any Proposer submitting proposals for work that includes the use of subcontractors shall submit all subcontractor information required within the **Proposal Submittal**.

2.12. WORK PLAN SUBMITTALS

The Contractor shall submit the following as required by these specifications for approval by the Contract Manager. The submittals shall be on a per-location basis. The submittals shall be delivered by the end of the first calendar month of the contract start date or, where applicable, one month prior to the scheduled task in accordance with these specifications. If the schedules are not provided, and the task/work is completed, the work will be considered incomplete, and payment withheld will apply.

- Weekly service schedules for all locations
- Suggestions for improving problem areas
- Turf mowing schedules as required per season
- Fertilization schedules for all landscaped areas at the frequency indicated in these specs
- Motorola equipment annual tune-up (if part of this contract)
- Turf Aeration
- Truck watering schedules as required per season (if part of this contract)

Any future schedule changes shall be submitted to the Contract Manager for approval.

Section 4 - Cost Schedule

All unit prices and rates proposed shall remain firm and fixed for the entire initial forty-two (42) month contract term. No cost-of-living or CPI-based adjustments shall be permitted during this initial period.

In the event the City elects to renew or extend the contract beyond the initial forty-two (42) month term, the Contractor may request a rate adjustment based on changes in the Consumer Price Index (CPI). The adjustment shall be based on the percentage change in the *Consumer Price Index for All Urban Consumers (CPI-U), San Francisco–Oakland–Hayward, CA Area*, as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and shall not exceed three percent (3%) per contract year.

The Contractor shall submit a written request for any CPI adjustment, including supporting documentation from the BLS, no later than sixty (60) days prior to the start of the renewal term. Failure to submit a timely request shall constitute a waiver of any CPI adjustment for that renewal period.

The *Unscheduled/Extra Work* quantities shown in Table 3 are provided for the purpose of comparing proposals. Payment for such work will be based on the actual quantities of work performed, as directed and approved by the City, unless otherwise specified in the contract.

TABLE 1: MONTHLY MAINTENANCE PRICE SCHEDULE

Line Item	Area Location Name	Quantity	Unit of Measure	Unit Cost	Total
1.1	Mather Commerce Center Landscape Area - Zone 1	42	1 month	\$4,028.00	\$169,176.00
1.2	Mather Commerce Center Landscape Area - Zone 2	42	1 month	\$3,996.00	\$167,832.00
1.3	Mather Commerce Center Landscape Area - Zone 3	42	1 month	\$811.00	\$34,062.00
1.4	Mather Commerce Center Landscape Area - Zone 4	42	1 month	\$2,856.00	\$119,952.00
TOTAL					\$491,022.00

TABLE 2: UNSCHEDULED / EXTRA WORK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2.1	Anticipated annual budget for Unscheduled/Extra Work, included in the Bid Grand Total.	3.5	1 year	\$25,000.00	\$87,500.00
TOTAL					\$87,500.00

TABLE 3: UNSCHEDULED WORK ITEMS

Line Item	Description	Unit of Measure	Unit Cost
3.1	Maintain additional turf	1 sq ft	\$1.10
3.2	Maintain additional shrub/groundcover area per month	1 sq ft	\$0.50
3.3	On-Call "Lead Person," labor as required	1 hr	\$55.00
3.4	On-Call "Crew Member," labor as required	1 hr	\$45.00
3.5	15-gallon tree replacement	1 ea	\$125.00
3.6	Five-gallon tree replacement	1 ea	\$80.00
3.7	2-2"x8' Lodgepole tree stakes w/2 cinch ties	1 set	\$25.00
3.8	1-3"x8' Lodgepole tree stakes w/2 cinch ties	1 ea	\$50.00
3.9	2 tree ties	1 pair	\$10.00
3.10	One-gallon shrub/groundcover replacment	1 ea	\$16.00
3.11	Five-gallon shrub replacement	1 ea	\$26.00
3.12	One flat groundcover (64 plant count, or greater)	1 ea	\$800.00
3.13	Sod	1 sq ft	\$4.00
3.14	Mulch	1 cy	\$200.00
3.15	Comost / Humus	1 cy	\$80.00
3.16	Decomposed Granite	1 cy	\$250.00
3.17	Rainbird #1800-PRS-SAM-6"	1 ea	\$50.00
3.18	Hunter Pro Series with Pressure Regulator, check valve - 6"	1 ea	\$50.00
3.19	Rainbird MPR Nozzles or similar	1 lf	\$3.00
3.20	MP rotator nozzle (mp 1000, mp 2000, mp 3000, or strip)	1 ea	\$18.00
3.21	Hunter PGP Ultra series 4" with check valve	1 ea	\$25.00

ITEM 9.3.**ATTACHMENT 2****CONTRACT NO. 2025-236**

Line Item	Description	Unit of Measure	Unit Cost
3.22	Hunter PGP Ultra series 12" with check valve	1 ea	\$35.00
3.23	Techline/netafin dripper line per 100 ft	1 ea	\$80.00
3.24	1" Remote Control Valve (installation only)	1 ea	\$250.00
3.25	1-1/2" Remote Control Valve (installation only)	1 ea	\$300.00
3.26	2" Remote Control Valve (installation only)	1 ea	\$350.00
3.27	9-volt battery	1 ea	\$10.00
3.28	9-volt rechargeable battery	1 ea	\$25.00
3.29	12-volt battery	1 ea	\$30.00

Krishal Sharma

10/24/2025

**EXHIBIT B
SPECIAL PROVISIONS**

Section 3 - Special Provisions**3.1. PAYROLL RECORDS**

The Contractors' attention is directed to Section 6-1.03, "Payroll Records," of the Sacramento County Standard Construction Specifications. The Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by the Contractor's Subcontractors.

3.2. PREVAILING WAGE

Proposers acknowledge the Prevailing Wage Requirements as detailed in the Sample Contract. Pursuant to Labor Code Section 1770, the Contractor and the Contractor's Subcontractors shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel, and subsistence, as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1773.

3.3. PRESERVATION OF PROPERTY

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

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

3.4. TRAFFIC MAINTENANCE

Attention is directed to Section 12-3, "Public Safety and Traffic Control," of the Sacramento County Standard Construction Specifications, the Uniform Manual of Traffic Control Devices (the latest edition of the California Supplement), and these Special Provisions.

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

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

any) requires a MANDATORY TCP, for each occurrence.

If traffic controls are required for any operation under this contract to ensure the safety of workers and the public, a TCP must be submitted to the Contract Manager four (4) working days in advance of performing said operation. The Contractor must receive written approval from the Contract Manager prior to implementing any traffic controls and notify Police, and Fire at least twenty-four (24) hours in advance of implementing the traffic controls. Review and approval of a TCP by the Contract Manager is based upon general conformance with Federal, State, and local regulations and standards and does not relieve the Contractor of responsibility for the safety of its workers and the public.

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

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

3.5. REGULATIONS AND CONDUCT OF WORK

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

3.6. PERSONNEL

All work shall be performed by qualified and trained personnel with a minimum of one (1) year experience in grounds maintenance work. Experience must include use of gardening tools and operation of commonly used equipment. Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or identification card.

The Contractor may use pesticides and herbicides to complete the contracted obligations. All pesticides, herbicides, fertilizers and/or materials shall be used in accordance with manufacturer requirements, State law and regulations, and City ordinances and regulations. The Contractor shall have all current, valid permits and licenses legally required before any pesticides are used.

The Contractor and his/her employees shall have direct experience in the use of various central control irrigation systems. Experience shall include programming and the troubleshooting of field

operations and equipment. In the event the Contractor's staff is not experienced and City Property is damaged as a result of the Contractor's inability, the Contractor shall be liable for repair or replacement. City staff may require the Contractor's staff to demonstrate knowledge of technical controller operations and programming at a city site.

3.7. LICENSES

Contractor and staff who are supplying services under this agreement shall at all times possess and carry a valid driver's license issued by the State of California and have all applicable certifications and licenses.

3.8. CONDUCT

Contractor's employees, officers and representatives shall not identify themselves as being employees of the City of Rancho Cordova. Employees shall conduct themselves in such a manner that reflects positively on the City. Drivers shall be courteous and conscientious when driving to, at and from transfer sites. The City retains the right to require a particular operator to be removed from working on this contract.

Safety Standards and Accident Prevention

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The contractor shall comply with all applicable Laws and Regulations relating to the safety and protection of persons and property.

Full compensation for conforming to the requirements of this Section shall be considered as included in the prices listed in the Cost Schedule and no separate payment will be made, therefore.

3.9. SUPERVISION

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

3.10. DISMISSAL OF UNSATISFACTORY EMPLOYEES

Attention is directed to Section 6, "Legal Relations and Responsibilities" of the Sacramento County Standard Construction Specifications.

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

All personnel employed by the contractor shall comply with the City's Harassment policy. Non-compliance with this policy shall be grounds for dismissal under the provisions of this Section. A copy of this policy will be provided to the contractor prior to commencing work.

Failure by the Contractor to remove an unsatisfactory employee from contract sites will result in withholding of payment. Failure by the contractor to permanently replace an unsatisfactory employee will result in formal written warning (30-day notice) to the Contractor specifying that the employee must be replaced. Failure by the Contractor to replace an unsatisfactory employee within the 30-day time period will result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination; and the Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services.

3.11. PAYMENT

At the end of each month, the Contractor shall submit invoice(s) to the City for regular monthly maintenance work, and unscheduled emergency maintenance work requested and approved by the City. The City will pay the Contractor within thirty (30) calendar days of receipt of correct invoice.

The Contractor's routine maintenance invoice shall include:

- Invoice Number
- Invoice Date
- City's Contract Number
- Period Service Provided (Date from – Date to)
- Location(s) of Service (listed with site specific plan number)

The Contractor's unscheduled (extra) work invoice shall include:

- Invoice Number
- Invoice Date
- City's Contract Number
- Period Service Provided (Date from – Date to)
- Location(s) of Service (listed with site specific plan number)
- A breakdown of work completed with a description of the work performed, job itemization giving employee(s)' actual hours worked, equipment and material costs, and total cost for the work performed.

Billing shall be submitted to the following address:

City of Rancho Cordova
Public Works Department
3303 Luyung Drive
Rancho Cordova, CA 95742
ATTN: Maria Lopez

or Via Email to mlopez@cityofranhocordova.org.

3.12. WITHHOLDING OF PAYMENT

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

To provide funds to cover the cost of any City of Rancho Cordova facilities or plant materials damaged by the Contractor, the City shall withhold monthly payments until the damages are repaired. In the event repairs are not made the City shall withhold monthly maintenance payments to fund the necessary repairs. The Contractor shall be responsible for damages to the City of Rancho Cordova facilities or plant materials due to the contractor's failure to perform the services in accordance with these specifications. Expenses to cover damages shall be solely the Contractor's, and repairs shall meet with approval of the Contract Manager.

3.13. FAILURE TO PERFORM

If the Contractor, or his representative, fails to perform in accordance with the terms and conditions of this contract, the Contract Manager will specify the reasons and locations as applicable by written correspondence. Failure by the Contractor to correct any deficiencies within one (1) calendar week of notification by contract manager may result in withholding of payment. Failure by the Contractor to correct any deficiencies within two (2) calendar weeks or more may result in formal written warning (30-day notice) to the contractor specifying that such deficiencies must be corrected. Failure by the contractor to correct such deficiencies within the 30-day specified time period may result in termination of this contract.

In the event of termination, the City shall be liable only for payment of those services performed and accepted by the City prior to the date of termination. Any damage to property caused by the contractor's inability to meet specification shall be recovered by withholding payments. The Contractor and his surety shall be liable and assessed for any and all costs for the re-procurement of the contract services and damages to City facilities or plant materials.

3.14. INSPECTION

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

Lack of inspections by the City staff does not relieve the Contractor of his obligations to provide services as required by these specifications. Lack of receipt of inspection reports does not relieve the Contractor of his obligations to provide services as required by these specifications. Schedules as required by these specifications shall be submitted and used as a guide for City staff inspection schedules. Inspection will be scheduled to occur the following day the Contractor has serviced the area(s).

3.15. SOUND CONTROL REQUIREMENTS

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

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

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

3.16. COOPERATION

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

3.17. EXISTING UTILITIES

Attention is directed to Section 6-11 "Existing Utilities" of the Sacramento County Standard Construction Specifications and these Special Provisions.

The toll-free number for Underground Service Alert (U.S.A.) is 811. The Contractor is required to call this number two working days (48 hours) in advance of performing excavation work.

The Contractor shall take adequate measures to ensure that their operations do not harm any existing underground facilities not specifically mentioned or shown on the plans.

3.18. PUBLIC CONVENIENCE

Public convenience shall conform to the provisions in Section 12-2, "Public Convenience and Safety", of the Sacramento County Standard Construction Specifications. The Contractor shall limit operations to weekdays between the hours of 7:00 A.M. to 6:00 P.M., unless otherwise approved by the Contract Manager.

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

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

repairs if feasible.

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

Full compensation for conforming to the provisions of this Section shall be considered as included in the prices listed in the Cost Schedule in Section 4 and no additional compensation will be allowed, therefore.

3.19. OBSTRUCTIONS

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

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

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

3.20. MOBILIZATION

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

3.21. WORK ORDER

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

3.22. STANDARD CONSTRUCTION SPECIFICATIONS

The County of Sacramento, Municipal Services Agency, Standard Construction Specifications, adopted November 2024 and all revisions pertaining thereto, and this RFP shall control all work to be done under this contract. A copy of the Standard Construction Specifications may be obtained at the Cashier's window, County Administration Building, 827 Seventh Street, Room 105, Sacramento, CA 95814.

3.23. STATE SPECIFICATIONS AND STATE STANDARD PLANS

State Specifications and State Standard Plans, when referred to, shall be the 2023 issue. Copies

of the State Specifications and State Standard Plans may be obtained from the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815; telephone (916) 263-0822.

3.24. PRECEDENCE

In the event of a conflict between the Sacramento County Standard Construction Specifications and the State Specifications/Standard Plans, the Standard Construction Specifications shall govern. These Special Provisions shall govern over both the Standard Construction Specifications and State Specifications/Standard Plans in the event of a conflict.

3.25. CODES AND LEGAL REQUIREMENTS

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

3.26. GUARANTEE

Excepting only items of routine maintenance, ordinary wear and unusual abuse or neglect, Contractor shall guarantee all work executed by Contractor and Subcontractors, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Contract, to be free of all defects of workmanship and materials for a period of one year after acceptance of work under each Work Order issued as a part of the Contract by the City. Contractor shall repair or replace any or all such work or material, together with all or any other work or material which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one (1) year guarantee period without expense or charge of any nature whatsoever to the City.

In the event that the Contractor shall fail to comply with the conditions of the foregoing guarantee within ten (10) working days after being notified of the defect in writing, City shall have the right, but shall not be obligated to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair.

Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include either temporary or permanent repairs, which may be required as determined in the sole discretion and judgment of City.

3.27. EROSION, SEDIMENT AND WATER POLLUTION CONTROL

The Contractor's attention is directed to Section 10-4, "Erosion, Sediment, and Water Pollution Control," of the Sacramento County Standard Construction Specifications, and these Special Provisions.

The Contractor shall minimize erosion, discharge of pollutants, and transport of sediments during all aspects of work. Erosion and sediment control shall conform to the requirements of Sacramento County's "Erosion and Sediment Control Guidelines". That document is available, for a fee, from the Water Resources Division, County of Sacramento.

3.28. DUST CONTROL

The Contractor's attention is directed to Section 17, "Dust Control," of the Sacramento County Standard Construction Specifications. The Contractor shall be responsible for dust control. The Contractor shall diligently control dust resulting from his operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 17-2, "Dust Palliative," of the Standard Construction Specifications.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays. Whenever the Contractor shall appear negligent in controlling dust, the Contract Manager may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard.

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

**EXHIBIT C
INSURANCE REQUIREMENTS**

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

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

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

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

2. Commercial General and Automobile Liability Insurance.

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

limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

____ Professional hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.

Initial

3. All Policies Requirements.

3.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

3.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

3.4 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

3.5 Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

3.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

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

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

MEMORANDUM



ITEM 9.4.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Nicholas Sosa, Senior Planner
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2024-42-1 WITH THE CORDOVA COMMUNITY COUNCIL FOUNDATION TO MODIFY THE MINESHAFT DIGITAL BILLBOARD OPERATING AGREEMENT TO REMOVE THE "WEST" SIGN FROM THE ORIGINAL AGREEMENT AND CHANGE THE NUMBER OF SIGNS FROM TWO TO ONE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would modify the existing Mineshaft Operating Agreement to remove one (1) of two (2) digital billboard signs included as part of the agreement. The amendment would remove the western digital billboard sign at 2300 Mineshaft Lane and allow the eastern sign, which has already been constructed and is currently operating, to remain as part of the agreement.

BACKGROUND

The Mineshaft Operating Agreement was approved on February 20, 2024, as part of Resolution 15-2024 and Resolution 16-2024, which included a Mitigated Negative Declaration (MND), a Conditional Use Permit (CUP), and Minor Design Review for two digital billboard signs at 2300 Mineshaft Lane.

The Operating Agreement was drafted at the request of the Applicant (Cordova Community Council Foundation) and outlines the requirements of installation, ownership, maintenance, standards, use rights, utilities, etc. for the digital freeway sign and also includes requested deviations to the required development standards for these types of signs. The City Council agreed to the terms of the document and the agreement was signed on March 14, 2024, by the City Manager and City Attorney.

In recent months the applicant has completed construction of the eastern digital freeway sign on their property but has decided not to move forward with the western sign. With the progression of the US Highway 50/Rancho Cordova Parkway Interchange Project as well as the close proximity of the two signs, the applicant had decided not to construct the western sign and proposed a digital billboard at 3127 Fite Circle as an alternative. On October 6, 2025, the

City Council approved the requested digital freeway sign at 3127 Fite Circle (Resolution 111-2025) which included a separate operating agreement for that location.

With the approval of the Fite Circle Digital Billboard Sign, the applicant will not be moving forward with the additional Mineshaft digital freeway sign and therefore an amendment has been requested to remove references to the western sign throughout the Mineshaft Operating Agreement. All other terms, requirements, and standards included in the agreement remain the same and only references to the western sign have been modified. Staff has included an updated version of the revised agreement as well as a track changes version for reference to changes that have been made.

FISCAL IMPACT AND FUNDING SOURCE

The proposed amendments to the agreement would have no impact to the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Amended Operating Agreement (Clean)
3. Amended Operating Agreement (Redline)

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2024-42-1 WITH THE CORDOVA COMMUNITY COUNCIL FOUNDATION TO MODIFY THE MINESHAFT DIGITAL BILLBOARD OPERATING AGREEMENT TO REMOVE THE “WEST” SIGN FROM THE ORIGINAL AGREEMENT AND CHANGE THE NUMBER OF SIGNS FROM TWO TO ONE

WHEREAS, the Mineshaft Operating Agreement was approved on February 20, 2024, as part of Resolution 15-2024 and Resolution 16-2024, which included a Mitigated Negative Declaration (MND), a Conditional Use Permit (CUP), and Minor Design Review for two digital billboard signs at 2300 Mineshaft Lane; and

WHEREAS, the Operating Agreement was drafted at the request of the Cordova Community Council Foundation and outlines the requirements of installation, ownership, maintenance, standards, use rights, utilities, etc. for the digital freeway sign and also includes requested deviations to the required development standards for digital billboard signs; and

WHEREAS, the City Council agreed to the terms of the document and the Agreement was signed on March 14, 2024, by the City Manager and City Attorney; and

WHEREAS, the Cordova Community Council Foundation has completed construction of the eastern digital freeway sign on their property, but has decided not to move forward with the western sign; and

WHEREAS, the Cordova Community Council Foundation has received approvals for a new sign at a different location within the city and therefore has agreed to amend this Operating Agreement to remove the previously approved “west” sign from this agreement; and

WHEREAS, all other terms, requirements, and standards included in the agreement remain the same and only references to the western sign have been modified.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 2024-42-1 with the Cordova Community Council Foundation to remove the “west” sign from the original agreement and change the number of signs from two to one, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ITEM 9.4.

ATTACHMENT 1

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

Contract Amendment No. 2024-42-1

DIGITAL FREEWAY SIGN OPERATING AGREEMENT BY AND BETWEEN
CITY OF RANCHO CORDOVA AND CORDOVA COMMUNITY COUNCIL FOUNDATIONPARTIES

This Operating Agreement for Digital Freeway Signs (hereinafter “Agreement”), dated _____, 2025 by and between the **City of Rancho Cordova**, a California Municipal Corporation (the “City”), and **the Cordova Community Council Foundation**, a California 501(c)(3) Non-Profit Corporation. Hereinafter the City and Cordova Community Council Foundation may be referred to as “Party” or both as “Parties”.

RECITALS

1. **Background.** Rancho Cordova Municipal Code Section 23.743.150 , after all required notices and public hearing, allows for the City to enter into an Operating Agreement to allow for the operation of a Digital Freeway Sign under certain circumstances; including the permanent removal of pre-existing billboards from within the City. **Cordova Community Council Foundation** has applied for approval to install one (1) Digital Freeway Sign on the real property owned by the Cordova Community Council Foundation and located at 2300 Mine Shaft Lane in the City of Rancho Cordova, State of California (the “Property”).

2. **Applicant.** The Cordova Community Council Foundation, founded in 1959 as an organization of organizations and a forum for citizens to meet, dream about the future and plan community celebrations. The legacy of mutual support and collaboration nurtured by Cordova Community Council Foundation has become a hallmark of Rancho Cordova community life for more than six decades and has earned our reputation as a place of collaboration and innovation. In 2018, the Cordova Community Council Foundation acquired the Mine Shaft property. The acquisition of the property will give the Cordova Community Council Foundation long term financial strength to continue to provide quality programs and community engagement opportunities. The Cordova Community Council Foundation has experience managing large complex events, public grants, personnel, and real property.

3. **Legal Framework.** For the reasons recited herein, the City has determined that the construction and operation of the Cordova Community Council Foundation’s proposed outdoor advertising display on the Property is a development for which this Agreement is appropriate and is specifically permitted and encouraged by §§ 5412 and 5443.5 of the California Outdoor Advertising Act (Bus. and Prof. Code § 5200 et seq.) and Rancho Cordova Municipal Code section 23.743.150.

4. **Public Benefit.** City finds that a substantial public benefit will accrue to City by reason of the Cordova Community Council Foundation’s advertising display, which adds value to the community by enabling the City to market projects, programs and other activities for the benefit of City and its businesses and residents. In addition, the City finds that an additional

substantial public benefit will accrue to the City by reason of the Cordova Community Council Foundation removing, or having caused the removal of, an existing billboard as a material condition of this Agreement for a Digital Freeway Sign. In exchange for providing these public benefits, the Cordova Community Council Foundation, receives assurance that it may proceed with the construction and operation of outdoor advertising display and the project in accordance with ordinances, resolutions and regulations existing as of the date of this Agreement, subject only to the terms and conditions contained herein and contained in any permits issued pursuant to this project.

Together with the City of Rancho Cordova and many community partners, the Cordova Community Council Foundation has contributed to the City of Rancho by providing stability for safe and high-quality signature community events, and convening significant community affinity organizations, including the Rancho Cordova Athletic Association, the Rancho Cordova Arts Council and Rancho Cordova Interfaith Council. Together with the vibrant schedule of dozens of community events, these organizations provide pathways for residents to engage with and enjoy the community in which they live, boosting community satisfaction and connections which strengthen the City. The Cordova Community Council Foundation is a 501(c)(3) public benefit non-profit organization headquartered in Rancho Cordova.

The development and long-term lease of one digital freeway sign is a critical component of Cordova Community Council Foundation's strategy which would provide the Cordova Community Council with long term financial stability to carry out this vital community mission. Cordova Community Council understands that the marketplace for one or more digital freeway signs along the Highway 50 corridor is limited.

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

AGREEMENT

- 1. Incorporation of Recitals.** The Preamble, the Recitals, and all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in full.
- 2. Definitions.** This section defines the terms: "Agreement Year," "Business Day," "Caltrans," "Caltrans Permits," "City Permits," "Commencement Date," "Digital Freeway Sign," "Digital Display Area," "Effective Date," "Include," "Operational," "Obstruction," "Site," "Sign Structure," and "Term." Other terms are defined elsewhere in this Agreement.
 - (a) "Agreement Year" means one of the consecutive 12-month periods during the Term. The first Agreement Year begins on the Effective Date.
 - (b) "Business Day" means any day the City's main offices located at 2729 Prospect Park Drive, Rancho Cordova, California, are open to the public.

- (c) “Caltrans” means the California Department of Transportation.
- (d) “Caltrans Permits” means all permits and approvals that Cordova Community Council Foundation must obtain from Caltrans to install, operate, and maintain the Digital Freeway Sign in accordance with this Agreement.
- (e) “City Permits” means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for The Cordova Community Council Foundation, to install, operate, and maintain the Digital Freeway Sign in accordance with this Agreement.
- (f) “Commencement Date” means the date as of which both of the following have occurred: (1) the City has finally approved the Plans (defined in Section 6(a)); and (2) The Cordova Community Council Foundation has received all necessary governmental permits and approvals for the Digital Freeway Sign, including the Caltrans Permits and the City Permits.
- (g) “Digital Freeway Sign” means an off-site outdoor advertising sign, including all above-ground supporting structures, with one or more digital display areas. A Digital Freeway Sign may be internally or externally illuminated. Digital Freeway Signs are always considered off-site signs and are regulated as such. The Cordova Community Council Foundation will install and operate the Digital Freeway Signs on the Site in accordance with the criteria set forth in Exhibit A to this Agreement.
- (h) “Digital Display Area” means the portion of the Digital Freeway Sign that consists of the digital display areas used for general commercial advertising. The Digital Display Area is more particularly described in Exhibit B.
- (i) “Effective Date” means the date as of which both the City and the Cordova Community Council Foundation have signed this Agreement, as indicated by the dates in the signature blocks below.
- (j) “Include” and its variants are not restrictive. For example, “includes” means “includes but not limited to,” and “including” means “including but not limited to.”
- (k) “Operational” means the Digital Freeway Signs are capable, legally and functionally, of displaying digital advertising on the Digital Display Area.
- (l) “Obstruction” means any structure, sound wall, communications antennae, tree, or vegetation on City owned or controlled property within 1,000 feet of the Digital Freeway Sign and obstructs the view of the Digital Display Areas from the viewing public on Highway 50.

Contract Amendment No. 2024-42-1

- (m) “Site” means the portion of the Property located in the City that may be suitable for installation of Digital Freeway Signs. The Site is more particularly described in Exhibit B.
- (n) “Sign Structure” means the portion of the Digital Freeway Sign other than the Digital Display Area, including but not limited to supporting pole(s), display frame and all ancillary equipment and utilities installed on the sign Site. The Sign Structure as improved with Digital Display Area is more particularly described in Exhibit B. If the site currently does not have a Sign Structure, the term “Sign Structure” shall mean all supporting pole(s), display frame and ancillary equipment and above-ground utilities installed on the Site.
- (o) “Term” means the entire time this Agreement is in effect, as specified in Section 3.

3. Term of Agreement.

- (a) *Term.* The “Term” of this Agreement consists of two phases:
 - (1) The “Development Phase,” which begins on the Effective Date and ends when the Digital Freeway Sign becomes Operational.
 - (2) The “Operations Phase,” with regard to the Digital Freeway Sign begins at the end of the Development Phase and ends when such Digital Freeway Sign is removed or after a twenty-five (25) year period following the conclusion of the Development Phase, whichever occurs first. The Agreement is automatically renewed for an additional 25-year Term unless written notice is given by either Party to the other Party 60 days prior to expiration of the initial Term expressing the Party’s intent to terminate this Agreement.

4. Consideration. As consideration for the rights and benefits it enjoys under this Agreement, including the contemplated use during the Term, the Cordova Community Council Foundation shall do all of the following:

- (a) *Removal of Existing Clear Channel Sign.* At no cost to the City, the Cordova Community Council Foundation shall remove the “Existing Sign” identified in Schedule 1, attached to this Agreement and incorporated by reference herein according to the schedule set forth in Schedule 1, subject to the following:
 - (1) The Cordova Community Council Foundation hereby waives any rights it may have to compensation for the Existing Signs under federal, state, or local law, including the Highway Beautification Act of 1965 (23 United States Code section 131) and the Outdoor Advertising Act (California Business and Professions Code section 5200 and following) for removal of the Existing Signs in accordance with this Agreement.
 - (2) The Cordova Community Council Foundation’s commitment to remove the Existing Sign according to the schedule set forth in Schedule 1 is a material provision of this

Contract Amendment No. 2024-42-1

Agreement. The Cordova Community Council Foundation is not entitled to replace the Existing Signs once they are removed.

- (b) *Dedicated "Click"*. During the Term of this Agreement, to the extent permissible under applicable laws, rules and regulations, the Cordova Community Council Foundation shall display advertisements promoting the City and local community events sponsored by and/or partnered with the City (the "City Copy") on one digital display spot on the Digital Freeway Sign after each 8-spot digital loop (the "Display Time") provided that: (i) all proposed City Copy is submitted to the Cordova Community Council Foundation not less than five (5) business days prior to the date on which the City Copy is proposed to be displayed on the Digital Freeway Sign (the "Copy Submission Deadline"); (ii) all digital artwork is consistent with the quality of material to be posted on the Digital Freeway Sign; and (iii) City pays for all digital production costs associated with the City Copy. In no event shall the City be permitted to give, sell, trade, barter or exchange the Display Time to any third party. Such act shall be deemed a material breach of this Agreement and City shall automatically forfeit its right to any further Display Time on the Digital Freeway Sign. City represents and warrants that all copy, content and materials supplied by City to the Cordova Community Council Foundation for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or the Cordova Community Council Foundation may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. The advertisement to be shown during this "click" is separate from the amber alert and emergency public service notifications required by 6(i) of this agreement.

5. Use of Site.

- (a) *Exclusive Uses*. Except as otherwise provided in Section 6(i), the Cordova Community Council Foundation has the exclusive right to display outdoor advertising on the Site, in digital formats. The Cordova Community Council Foundation's exclusive right to conduct outdoor advertising on the Site includes the following:
- (1) Installing, erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning, adding, changing, and maintaining equipment required to maintain communications with the Digital Freeway Sign repositioning (with the City's consent) during the term of this Agreement.
 - (2) Removing the Digital Display Area and all associated equipment on or from the site when this Agreement terminates, as provided in Section 6(l).

ITEM 9.4.

ATTACHMENT 2 Contract Amendment No. 2024-42-1

- (3) Licensing the use of the Digital Freeway Sign, or any portion of it, for any lawful purpose related to outdoor advertising.
 - (4) All rights to operate the sign faces as Digital Display Areas.
- (b) *Unobstructed Use.*
- (1) The City shall not allow the following (an “Obstruction”):
 - (A) On any City-owned or City-controlled real property within 1,000 feet of the Digital Freeway Sign any structure, sound wall, communications antennae, tree, or vegetation that obstructs the view of the Digital Display Areas from the viewing public on Highway 50.
 - (2) If The Cordova Community Council Foundation notifies the City in writing that an Obstruction exists, and if the City authorized or actively caused the Obstruction, then the City shall remove or remedy the Obstruction at its own cost within 30 days after receiving the notice. If the City fails to remove the Obstruction within 30 days after receiving the notice, then The Cordova Community Council Foundation may remove the Obstruction at the City’s expense after coordinating with the City’s Public Works Department, which coordination shall include, at a minimum, review with The Cordova Community Council Foundation before commencing work.
 - (3) If The Cordova Community Council Foundation notifies the City in writing that an Obstruction exists, and if the City did not authorize or actively cause the Obstruction, then the City may remove or remedy the Obstruction at its own cost within 30 days after receiving the notice. If the City does not remove or remedy the Obstruction within the 30 days, then, at no cost to the City, and after coordinating with the City’s Public Works Department, which coordination shall include, at a minimum, review and approval of The Cordova Community Council Foundation’s plans to remove the Obstruction prior to The Cordova Community Council Foundation commencing work.
 - (4) The City is not obligated to remove or seek removal of visual obstructions on private property. Furthermore, this Agreement does not, and cannot authorize the Cordova Community Council Foundation to remove visual obstructions from private property.
 - (5) The Cordova Community Council Foundation exercise of its rights under this Section 5(b) are in addition to any other remedies it may have under this Agreement.

Contract Amendment No. 2024-42-1

6. Installation and Operation of a Digital Freeway Sign.

The Cordova Community Council Foundation shall install and operate the Digital Display Area on the Sign Structure in accordance with this Section 6 and consistent with Section 5, all at no cost to the City.

- (a) *Plans and Specifications.* At no cost to the City, the Cordova Community Council Foundation shall prepare complete plans and specifications for the Digital Freeway Sign, working closely with the City to develop plans and specifications that are mutually acceptable (the “Plans”). The Cordova Community Council Foundation shall submit the Plans to the City for final approval, which the City shall not unreasonably withhold.
- (b) *Caltrans Permits.* As soon as practicable after the Effective Date, the Cordova Community Council Foundation shall apply to Caltrans for all Caltrans Permits, and the City shall cooperate with The Cordova Community Council Foundation in that effort, including the completion of any Caltrans forms. All Caltrans Permits are to be obtained and secured for The Cordova Community Council Foundation’s sole benefit and are to be issued in The Cordova Community Council Foundation’s name. The Cordova Community Council Foundation shall perform all obligations under the Caltrans Permits at no cost to the City.
- (c) *City Permits.* The City shall diligently process the Cordova Community Council Foundation’s applications for all City Permits. This Agreement does not commit the City in advance to approve the City Permits; and this Agreement does not constrain the City’s discretion, acting as a government, with respect to the City Permits generally or to the Digital Freeway Sign specifically.
- (d) *Installation.* The Cordova Community Council Foundation shall begin installing the Digital Display Area as soon as practicable after the Commencement Date and shall diligently pursue installation to completion without unnecessary interruption. The Cordova Community Council Foundation will be excused, however, for any delays in beginning or completing installation that are caused by a Force Majeure Event, as defined in Section 9(d)(1). The Cordova Community Council Foundation shall use reasonable diligence to avoid such delays and to resume work as promptly as possible after such a delay.
- (e) *Ownership.* The Cordova Community Council Foundation will be the owner of the Digital Freeway Sign and all permits and authorizations that relate to it, including the City Permits and the Caltrans Permits.
- (f) *Maintenance.* At no cost to the City, the Cordova Community Council Foundation shall maintain the Sign Structure and shall maintain and repair the Digital Freeway Sign in accordance with the standards of the outdoor-advertising industry. The Cordova Community Council Foundation’s maintenance obligation under this Section 6(f) includes the obligation to remove any graffiti from the Sign Structure and the Digital Freeway Sign

within three (3) business days of being notified of the graffiti by the City. The City is not obligated to maintain the Sign Structure or to maintain or repair the Digital Freeway Sign.

- (g) *Damage or Destruction.* This Agreement will continue in full effect if any of the Digital Freeway Sign is damaged and such damage amounts to less than material damage, as defined in Section 7(b)(6) below. The Cordova Community Council Foundation shall promptly repair the Digital Freeway Sign, and The Cordova Community Council shall promptly apply for, and diligently pursue the issuance of, any permits or approvals it needs to repair or replace the Digital Freeway Sign. Within 30 days after obtaining the City Permits, all other necessary permits and approvals, and all parts and components, The Cordova Community Council Foundation shall begin work to repair or replace the Digital Freeway Sign. The Cordova Community Council Foundation shall complete the work within 180 days after the work begins. If the Cordova Community Council Foundation elects, under this Section 6(g), not to repair or replace the Digital Freeway Sign then the Cordova Community Council shall notify the City in writing of its election and shall remove the Digital Freeway Sign and restore the Site in accordance with Section 6(l).
- (h) *Utilities.* At no cost to the City, the Cordova Community Council Foundation shall provide and pay for all utility connections, utility equipment, and utility service required to install, operate, maintain, repair, improve, or reposition the Digital Freeway Sign. The Cordova Community Council Foundation shall participate in the Sacramento Municipal Utility District's Greenergy Program for electricity service to the Digital Freeway Sign. In the event electrical power becomes unavailable, for whatever reason, the Cordova Community Council Foundation may remove the Digital Display Area and operate its Sign Structure with traditional faces.
- (i) *Amber Alerts and Public-Service Messages.* During all periods when Digital Display Areas are Operational on the Digital Freeway Sign, The Cordova Community Council Foundation shall make the Digital Display Area available to the appropriate governmental agencies for the purpose of displaying "Amber Alert" messages in accordance with the Amber Alert Guidelines set forth in Exhibit C to this Agreement. In addition, the Cordova Community Council Foundation shall allow the Digital Display Area to be available to the City, and to other government agencies without cost, on a space-available basis determined by The Cordova Community Council Foundation for the purpose of displaying public-service messages (e.g., evacuation routes, drunk-driving-awareness messages, emergency-disaster communications). The City's messages must meet the Cordova Community Council Foundation's graphics-arts standards so that the messages are "camera ready," at no cost to the Cordova Community Council Foundation. All copy will be subject to The Cordova Community Council Foundation's standard advertising copy rejection and removal policies which allow The Cordova Community Council Foundation has sole discretion to approve or disapprove a copy and remove a copy once posted or displayed.

ITEM 9.4.

ATTACHMENT 2 Contract Amendment No. 2024-42-1

- (j) *Future technologies.* The technology currently being deployed for the Digital Freeway Sign is LED (light emitting diode), but there may be alternate, preferred or superior technology available in the future. The Cordova Community Council Foundation is authorized to change the Digital Freeway Sign to any other technology that operates under the maximum brightness standards set forth in Section 6(k) of this Agreement. City required approvals for more energy efficient technology shall not be unreasonably withheld.
- (k) *Illumination Standards.* Digital Freeway Sign illumination is expressly permitted when in compliance with all applicable rules and regulations (see Section 6(m) below) and when operated within these standards for Digital Freeway Signs:
 - (1) Shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance.
 - (2) Distance to measure the foot candles impact shall be measured from a distance of 250 ft. for a sign with a nominal face size no more than 20' x 60'.
 - (3) Each Digital Display Area must have a light sensing device that will adjust the brightness as ambient light conditions change.
- (l) *Removal of Digital Freeway Sign.* When the Term ends, whether it expires as scheduled or is terminated early, the Cordova Community Council Foundation shall promptly apply for, and diligently pursue the issuance of, at no cost to the City, any permits or approvals it needs to remove the Digital Freeway Sign, including the Digital Display Area and all above-ground sign structures and supports. Within 120 days after obtaining the necessary permits and approvals, the Cordova Community Council shall remove the Digital Freeway Sign and all above-ground sign structures and supports and restore the site to the pre-Agreement condition, all at no cost to the City. The Cordova Community Council Foundation shall not be required to remove the below-grade portions of the Sign Structure. Following termination of this Agreement but prior to removal of the Digital Freeway Sign, the Cordova Community Council Foundation shall not display digital advertising on the Digital Display Area.
- (m) *Compliance with Laws; Waiver of Compensation.* During the Term and while removing the Digital Freeway Sign after the Term in accordance with Section 6(k), Cordova Community Council Foundation shall do the following at no cost to the City: comply with all valid and applicable statutes, ordinances, regulations, rules, and orders that concern the Digital Freeway Sign and are enacted or issued by any federal, state, or local governmental entity with jurisdiction over the Digital Freeway Sign (including the City) whether enacted or issued before, on, or after the Effective Date including but not limited to sections 5403, 5402, 5405, 5408 and 5408.1 of the California Outdoor Advertising Act. Notwithstanding the foregoing, nothing herein shall be deemed to negate, void, or diminish (i) any claim Cordova Community Council Foundation may have for just compensation as a result of any governmental action that results in the taking of its property or (ii) the right of the

ITEM 9.4.

ATTACHMENT 2 Contract Amendment No. 2024-42-1

Cordova Community Council Foundation to avail itself of all available remedies under state or federal law to maintain its Digital Freeway Sign.

(n) Justification for sign height and face size.

- The sign has no value to either the City of Rancho Cordova or the Cordova Community Council Foundation if it is not economically viable.
- If the sign cannot be easily seen by freeway traffic the sign will not be economically viable.
- Every other digital sign in the Rancho Cordova is within 5 feet of Caltrans ROW with fully clear view corridors.
- The Mine Shaft sign is over 180 feet from that same Caltrans ROW.
- Between the Mine Shaft signs and Caltrans ROW there are the following impediments:
 - Future freeway overpass (Approximately 47 feet tall),
 - Four Lane Folsom Blvd with both center parkway landscaping that includes trees,
 - Fully mature oak trees between Folsom Blvd. and Caltrans ROW (approximately 45 feet high),
 - SacRT Light Rail train tracks,
 - Heavy Rail train tracks, and
 - Regional Sanitation 20-foot easement.
- The sign is required to be taller to get over the before mentioned visual blockages.
- The Larger Display area is required to equalize the difference between a display that is 262 feet (a football field) from an average viewer versus one that is approximately 109 feet from a viewer.
- Even though the display is larger it will appear the same size from an additional half a football field's distance.
- If the sign does not rise above those visual blocks, it will not be seen. If the sign can be seen but not read it will have no economic value. Therefore, the sign needs to be tall enough to get over the visual blocks and be large enough to be read.

7. Early Termination.

(a) *City's Termination Rights.* Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective 30 days after the City gives Cordova Community Council Foundation written notice of termination, if any of the following circumstances occurs:

- (1) Cordova Community Council Foundation breaches its obligation to perform in accordance with any material provision of this Agreement and: (A) does not cure the breach within 30 days after the City serves it with a written notice of breach or, if the breach cannot reasonably be cured within 30 days; (B), does not begin work on a cure within 30 days after the City serves it with a written notice of breach and diligently pursue the cure to completion within ninety (90) days after work begins. The parties can agree to extend the time period to cure the breach by mutual

written agreement. The express designation in this Agreement of a provision as “material” does not imply that other provisions are not material.

- (2) The Cordova Community Council Foundation initiates legal challenge to the validity of this Agreement or its authorizing ordinance.
- (b) The Cordova Community Council Foundation’s *Termination Rights*. Without prejudice to its other remedies at law or in equity, including the right to seek just compensation under the laws of eminent domain as described in Section 9, the Cordova Community Council Foundation may terminate this Agreement, at any time and in its sole discretion, effective 30 days after Cordova Community Council Foundation the City written notice of termination, if any of the following circumstances occurs:
- (1) The view of the Digital Display Area from the adjacent portion of Highway 50 is obstructed by an Obstruction on City-owned or City-controlled real property, and Cordova Community Council Foundation did not cause the Obstruction and the City has failed to adhere to its obligations under Section 5(b) following proper notice and: (A) does not cure the breach within 30 days after the City serves it with a written notice of breach or, if the breach cannot reasonably be cured within 30 days; (B), does not begin work on a cure within 30 days after the City serves it with a written notice of breach and diligently pursue the cure to completion within ninety (90) days after work begins. The parties can agree to extend the time period to cure the breach by mutual written agreement. The express designation in this Agreement of a provision as “material” does not imply that other provisions are not material. Materially obstructed shall mean at least one-half of the displayed area is obstructed.
 - (2) The Cordova Community Council Foundation cannot safely use the Site to install, operate, maintain, repair, or improve the Digital Freeway Sign because of a non-remediable or costly condition, and Cordova Community Council Foundation did not cause the condition.
 - (3) There is a material diversion of traffic from, or a material reduction or change in the directional flow of traffic on, the portion of Highway 50 adjacent to the Site, and the diversion or disruption continues uninterrupted for at least 30 consecutive days.
 - (4) The Cordova Community Council Foundation cannot obtain or maintain any governmental permits, licenses or approvals required to install, operate, maintain, repair, or improve the Digital Freeway Sign, including but not limited to the Caltrans Permits and the City Permits.
 - (5) Use of the Digital Freeway Sign for its intended purpose is prevented or limited by law, or Cordova Community Council Foundation is required by any court or other

ITEM 9.4.

ATTACHMENT 2 Contract Amendment No. 2024-42-1

governmental entity, for reasons other than eminent domain, to remove the Digital Freeway Sign from the Site.

- (6) The Digital Freeway Sign is materially damaged or destroyed and Cordova Community Council Foundation elects not to repair or replace the Digital Display Area. Materially damaged or destroyed shall mean at least one-half of the Digital Display Area is damaged or destroyed such that at least one-half of it is fully inoperable.
- (c) *City and the Cordova Community Council Foundation's Additional Termination Rights.* Without prejudice to their other remedies at law or in equity, either party may terminate this Agreement if the other party:
 - (1) Has an order for relief entered with respect to it, commences a voluntary case, or has an involuntary case filed against it under any applicable bankruptcy, insolvency, or other similar law then in effect, and the order or case is not stayed, withdrawn, or settled within 60 days after it is entered, commenced, or filed (11 U.S.C. § 365(e)(2)(A), as amended, or any successor statute); or
 - (2) Files for reorganization, becomes insolvent, or has a receiver or other officer with similar powers appointed for its affairs in any court with jurisdiction, whether or not with its consent (unless dismissed, bonded, or discharged within 60 days after appointment).

8. Indemnification.

- (a) *Definitions.* The following definitions apply to this Section 8:
 - (1) "Person" is to be interpreted broadly. It includes not just third persons but also the Cordova Community Council Foundation and its directors, officers, employees, contractors, and agents; and the City and the City's elected officials, officers, employees, contractors, and agents.
 - (2) "Liabilities" means all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final resolution on appeal) that arise directly or indirectly from The Cordova Community Council Foundation's possession or use of the Site.
 - (3) "Occurrence" means: (A) the death of, or injury to, any Person; and (B) damage to, or destruction of, any real property, personal property.
- (b) *General Indemnity.* The Cordova Community Council Foundation shall indemnify, defend (with attorneys reasonably acceptable to the City), protect, and hold the City harmless from and against all Liabilities that arise directly or indirectly from The Cordova

Community Council Foundation's possession or use of the Site. The Cordova Community Council Foundation is obligated under this Section 8(b) even if the City or the City's elected officials, officers, employees, contractors, or agents reviewed, accepted, or approved the work, materials, or activities from which the Liabilities arise. The Cordova Community Council Foundation is not obligated under this Section 8(b) to the extent the Liabilities are caused by the active negligence or willful misconduct of the City or the City's elected officials, officers, employees, contractors, or agents. The Cordova Community Council Foundation's obligation under this Section 8 (b) includes Liabilities arising from any of the following:

- (1) Any Occurrence on the Site, caused by The Cordova Community Council Foundation's acts or omissions.
 - (2) Any Occurrence that is in any way connected with any of the Cordova Community Council Foundation's personal property on the Site.
 - (3) Any Occurrence caused or allegedly caused by (A) any condition of the Site created by The Cordova Community Council Foundation or by any Person on the Site with The Cordova Community Council Foundation's permission; or (B) some act or omission on the Site by The Cordova Community Council Foundation or by any Person on the Site with Cordova Community Council Foundation's permission.
 - (4) Any Occurrence caused by, or related in any way to, work or activities performed on the Site or materials furnished to the Site at the request of the Cordova Community Council Foundation or any Person or entity acting for the Cordova Community Council Foundation or its permission.
 - (5) Any Occurrence that is caused by, or related in any way to, a verbal or non-verbal display on the Digital Display Area.
 - (6) The Cordova Community Council Foundation's failure to perform any provision of this Agreement, to comply with any requirement of law applicable to the Cordova Community Council Foundation, or to fulfill any requirement imposed by any governmental entity (including the City when acting as a government) on Cordova Community Council Foundation's or use of the Site.
- (c) *Legal Challenges.* Cordova Community Council Foundation shall indemnify, defend with attorneys selected by the City, protect, and hold harmless the City and the City's elected officials, officers, and employees ("Agents") in any litigation to attack, set aside, void or annul an approval by the City or its Agents concerning the Digital Freeway Sign (collectively, a "Claim" including litigation based on the California Environmental Quality Act) brought to challenge the validity of this Agreement, the validity of the City Permits or the Caltrans Permits, or the validity of the City ordinances that authorize the installation and Operation of the Digital Freeway Sign on the site. The Cordova Community Council

Foundation's obligation to indemnify under this Section 8(c) includes liability for attorneys' fees awarded to a party who successfully challenges the validity of this Agreement, the City Permits, or the Caltrans Permits, or any authorizing ordinance. If such a Claim is brought, the Party that first receives notice or becomes aware of the Claim shall promptly notify the other Party of such Claim and each Party shall cooperate with the efforts of the other Party to defend such Claim. The City will not voluntarily assist the opposing party in any such Claim unless required by law. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved in writing by the City.

- (d) *Survival.* Cordova Community Council Foundation's obligations under this Section 8 will survive this Agreement.

9. Miscellaneous.

- (a) *Assignments and SubAgreements.* A party may not assign or otherwise transfer this Agreement or any interest in it, and this Agreement is not assignable by operation of law, without the other Party's prior written consent, which the other party shall not withhold, delay, or condition unreasonably. This Agreement remains in effect, and an assignment or transfer of this Agreement does not occur, for purposes of this Section 9(a), if The Cordova Community Council Foundation merges with another Rancho Cordova Community Benefit nonprofit entity. An assignment or transfer made contrary to this Section 9(a) is void.
- (b) *Successors and Assigns.* This Agreement binds and inures to the benefit of the successors and permitted assigns of the parties. This Section 9(b) does not constitute the City's consent to any assignment of this Agreement or any interest in the Agreement.
- (c) *Notices.* Any notice or other communication under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this Section 9(c) to the persons identified below. A mailed notice or other communication will be effective or will be considered to have been given on the third day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A Party may change its address for these purposes by giving written notice of the change to the other Party in the manner provided in this Section 9(c).

If to the City:

City of Rancho Cordova
Planning Department

If to:

*The Cordova Community Council
Foundation*

ITEM 9.4.

ATTACHMENT 2 Contract Amendment No. 2024-42-1

2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention:
Darcy Goulart
Community Development Director

The Cordova Community Council
Foundation
2729 Prospect Park Drive, Suite 117
Rancho Cordova, CA 95670
Attention:
Shelly Blanchard
Executive Director

With a copy to:

(d) *Force Majeure.*

- (1) “Force Majeure Event” means a cause of delay that is not the fault of the Party who is required to perform under this Agreement and is beyond that Party’s reasonable control, including the elements (such as floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity or that entity’s agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.
- (2) Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or the Cordova Community Council Foundation is prevented or delayed because of a Force Majeure Event, then the time for performance will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

(e) *Waiver of Breach.* A Party’s failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party’s breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A Party’s waiver of the other Party’s breach of any provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving Party.

(f) *Relationship of the Parties.* This Agreement does not create any relationship or association between the City and the Cordova Community Council Foundation. For example, and without limiting the previous sentence, this Agreement does not create between the City and Cordova Community Council Foundation the relationship of principal and agent, nor does it create a partnership or joint venture.

(g) *Attorneys’ Fees.* The Party prevailing in any litigation concerning this Agreement, the Site, or any improvements to the Site (including the Digital Freeway Sign) will be entitled to an award by the court of reasonable attorneys’ fees and litigation costs through final resolution on appeal in addition to any other relief that may be granted in the litigation.

ITEM 9.4.

ATTACHMENT 2 Contract Amendment No. 2024-42-1

If the City is the prevailing party, then this Section 9(g) will apply whether the City is represented in the litigation by the Office of the City Attorney or by outside counsel.

- (h) *Severability.* If a court with jurisdiction holds any nonmaterial provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions will remain in full force.
- (i) *Counterparts.* The parties may execute this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same Agreement.
- (j) *Further Assurances.* Each Party shall execute all additional documents or instruments and take all necessary action that either Party reasonably considers necessary to carry out the proper purposes of this Agreement.
- (k) *Time of Essence.* Time is of the essence of this Agreement.
- (l) *Interpretation.* This Agreement is to be interpreted and applied in accordance with California law without regard to conflict-of-laws principles, except that the rule of interpretation in California Civil Code section 1654 will not apply. Schedules 1 and 2 and Exhibits A, B, and C are part of this Agreement.
- (m) *Integration and Modification.* This Agreement sets forth the Parties' entire understanding regarding the matters addressed. It supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by another written agreement signed by both Parties.

(Signature Page Follows)

ITEM 9.4.

ATTACHMENT 2

Agreement for Digital Billboard

City of Rancho Cordova and Cordova Community Council Foundation

City of Rancho Cordova

The Cordova Community Council Foundation

By: _____

Micah Runner
City Manager

Dated: _____,
Dated _____, 2025

Approved as to Form
City Attorney

By: _____

Adam U. Lindgren
City Attorney

By: _____

Shelly Blanchard

Executive Director

Dated: _____,
Dated _____, 2025

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation
Schedule 1

Existing Billboards to be Removed

New Billboard	Existing Billboards
Address: 2300 Mineshaft Lane APN APN 072-0231-014	The Cordova Community Council Foundation shall obtain the necessary permits to remove this Existing Sign <i>before</i> the Commencement Date for the new Digital Freeway Signs; and will actually complete removal within 12 months from said date: Locations: 2300 Mineshaft Lane (APN 072-0231-014) Single Sided traditional billboard with approximately 672 square feet of sign area

**Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation
Exhibit A**

Digital Freeway Sign Operational Requirements

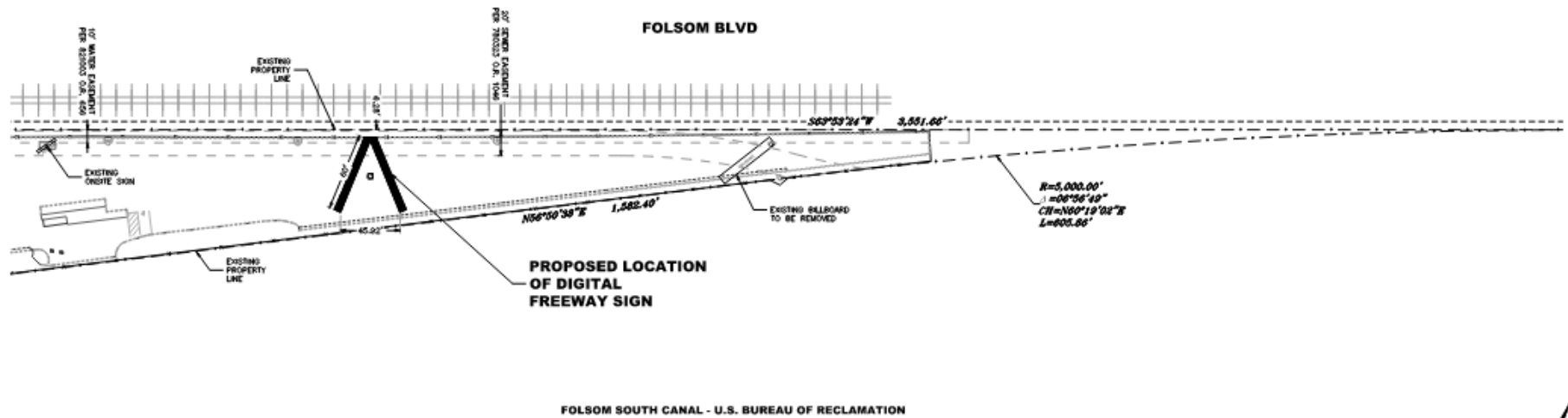
- a. **Operational Limitations.** Digital Freeway Sign shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the Sign Structure, design, or pictorial segment of the sign. Each static message shall not include flashing, scintillating lighting or varying light intensity.
- b. **Minimum display time.** Each message on the sign must be displayed for a minimum of eight (8) seconds.
- c. **Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.**
- d. **The Digital Freeway Sign shall be operated with systems and monitoring in place to either turn the display off or show a “full black” image on the display in the event of a malfunction that affects at least fifty percent of the display area.**
- e. **The Digital Freeway Sign shall not be deemed prohibited under Section 23.743.050 and is not governed by any of the prohibitions set forth in Subsections B, Q, S or U thereof as the operation thereof is specifically authorized by Section 23.743.150 of the Code.**
- f. **Section 23.743.090 of the Code shall not apply to Digital Freeway Sign. Illumination for the Digital Freeway Sign shall comply with the terms of this Agreement and is otherwise specifically permitted by Section 23.743.150 of the Code.**
- g. **Digital Freeway Sign is not considered to be a pole sign under Section 23.743.120. E of the Code.**
- h. **Digital Freeway Sign shall not be included within any definition of Flashing set forth in the Code.**

ITEM 9.4.

ATTACHMENT 2

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation
Exhibit B

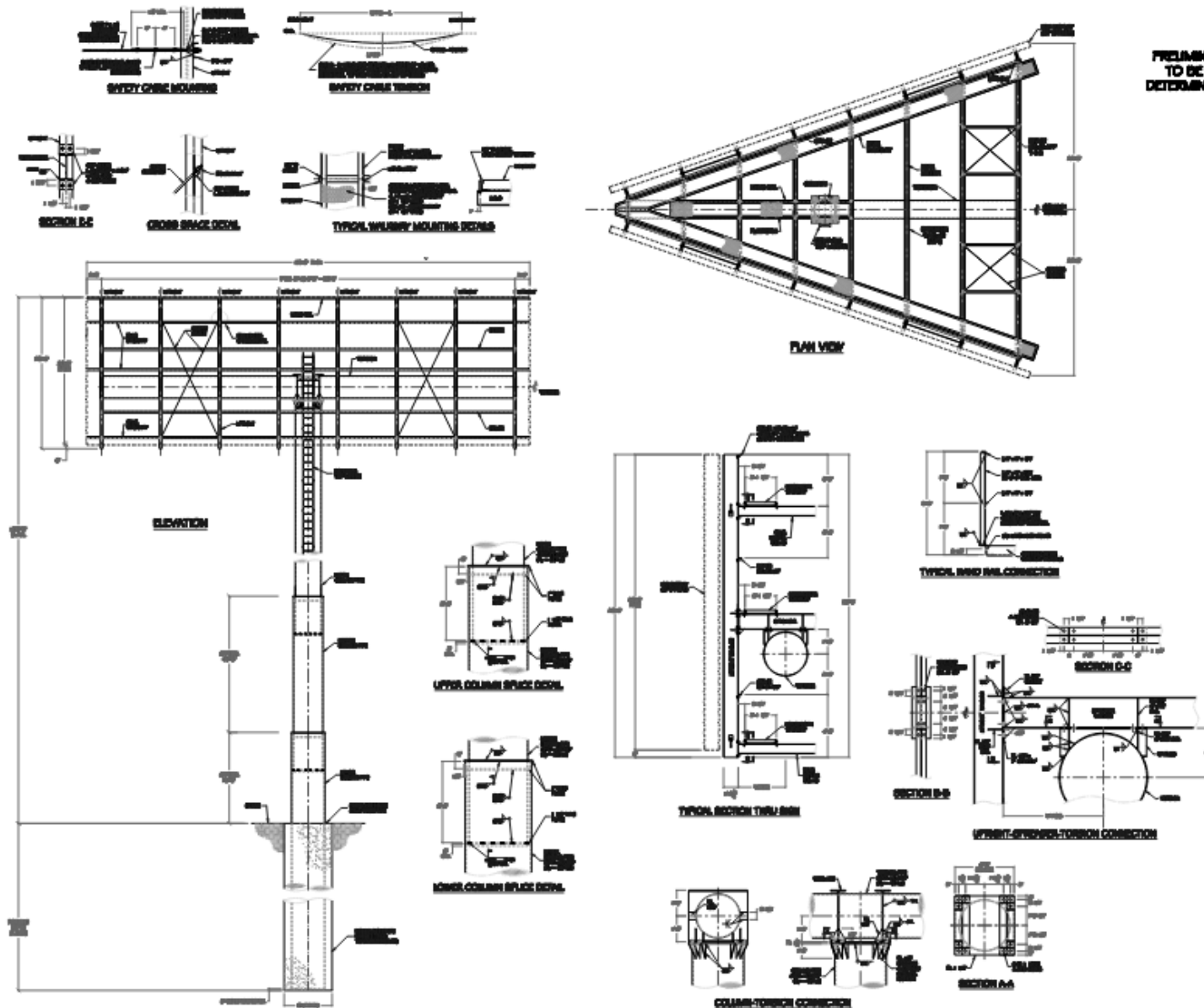
Digital Freeway Sign Description



ITEM 9.4.

ATTACHMENT 2

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation



ITEM 9.4.

ATTACHMENT 2

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation



Agreement for Digital Freeway Sign

ITEM 9.4.

ATTACHMENT 2

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation

Agreement for Digital Freeway Sign

**Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation**

Exhibit C

Amber Alert Guidelines

AMBER alerts are issued by the National Center for Missing and Exploited Children in Washington, DC. For those alerts, the outdoor advertising industry adhere to these guidelines:

Digital Freeway Sign advertising will be completely interrupted upon receipt of an AMBER Alert within the affected geographical boundary.

The appropriate AMBER Alert will run uninterrupted for a minimum of one hour preempting all other advertising.

Thereafter, during the two hours immediately following the aforementioned one-hour display of the AMBER Alert, the same alert will be displayed in rotation along with other paid advertisers unless cancelled earlier. After the initial 3-hour display period, any additional posting of the alert shall be based on the situation and availability.

5562744.1

**DIGITAL FREEWAY SIGN OPERATING AGREEMENT BY AND BETWEEN
CITY OF RANCHO CORDOVA AND CORDOVA COMMUNITY COUNCIL FOUNDATION**

PARTIES

This Operating Agreement for Digital Freeway Signs (hereinafter “Agreement”), dated _____, 2024⁵ by and between the **City of Rancho Cordova**, a California Municipal Corporation (the “City”), and **the Cordova Community Council Foundation**, a California 501(c)(3) Non-Profit Corporation. Hereinafter the City and Cordova Community Council Foundation may be referred to as “Party” or both as “Parties”.

RECITALS

1. **Background.** Rancho Cordova Municipal Code Section 23.743.150 , after all required notices and public hearing, allows for the City to enter into an Operating Agreement to allow for the operation of a Digital Freeway Sign under certain circumstances; including the permanent removal of pre-existing billboards from within the City. **Cordova Community Council Foundation** has applied for approval to install ~~two (2)~~ one (1) Digital Freeway Signs on the real property owned by the Cordova Community Council Foundation and located at 2300 Mine Shaft Lane in the City of Rancho Cordova, State of California (the “Property”).

2. **Applicant.** The Cordova Community Council Foundation, founded in 1959 as an organization of organizations and a forum for citizens to meet, dream about the future and plan community celebrations. The legacy of mutual support and collaboration nurtured by Cordova Community Council Foundation has become a hallmark of Rancho Cordova community life for more than six decades and has earned our reputation as a place of collaboration and innovation. In 2018, the Cordova Community Council Foundation acquired the Mine Shaft property. The acquisition of the property will give the Cordova Community Council Foundation long term financial strength to continue to provide quality programs and community engagement opportunities. The Cordova Community Council Foundation has experience managing large complex events, public grants, personnel, and real property.

3. **Legal Framework.** For the reasons recited herein, the City has determined that the construction and operation of the Cordova Community Council Foundation’s proposed outdoor advertising display on the Property is a development for which this Agreement is appropriate and is specifically permitted and encouraged by §§ 5412 and 5443.5 of the California Outdoor Advertising Act (Bus. and Prof. Code § 5200 et seq.) and Rancho Cordova Municipal Code section 23.743.150.

4. **Public Benefit.** City finds that a substantial public benefit will accrue to City by reason of the Cordova Community Council Foundation’s advertising display, which adds value to the community by enabling the City to market projects, programs and other activities for the benefit of City and its businesses and residents. In addition, the City finds that an additional

substantial public benefit will accrue to the City by reason of the Cordova Community Council Foundation removing, or having caused the removal of, an existing billboard as a material condition of this Agreement for [a Digital Freeway Signs](#). In exchange for providing these public benefits, the Cordova Community Council Foundation, receives assurance that it may proceed with the construction and operation of outdoor advertising display and the project in accordance with ordinances, resolutions and regulations existing as of the date of this Agreement, subject only to the terms and conditions contained herein and contained in any permits issued pursuant to this project.

Together with the City of Rancho Cordova and many community partners, the Cordova Community Council Foundation has contributed to the City of Rancho by providing stability for safe and high-quality signature community events, and convening significant community affinity organizations, including the Rancho Cordova Athletic Association, the Rancho Cordova Arts Council and Rancho Cordova Interfaith Council. Together with the vibrant schedule of dozens of community events, these organizations provide pathways for residents to engage with and enjoy the community in which they live, boosting community satisfaction and connections which strengthen the City. The Cordova Community Council Foundation is a 501(c)(3) public benefit non-profit organization headquartered in Rancho Cordova.

The development and long-term lease of [two one](#) digital freeway signs is a critical component of Cordova Community Council Foundation's strategy which would provide the Cordova Community Council with long term financial stability to carry out this vital community mission. Cordova Community Council understands that the marketplace for one or more digital freeway signs along the Highway 50 corridor is limited.

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

AGREEMENT

- 1. Incorporation of Recitals.** The Preamble, the Recitals, and all defined terms set forth in both, are hereby incorporated into this Agreement as if set forth herein in full.
- 2. Definitions.** This section defines the terms: "Agreement Year," "Business Day," "Caltrans," "Caltrans Permits," "City Permits," "Commencement Date," "Digital Freeway Sign," "Digital Display Area," "Effective Date," "Include," "Operational," "Obstruction," "Site," "Sign Structure," and "Term." Other terms are defined elsewhere in this Agreement.
 - (a) "Agreement Year" means one of the consecutive 12-month periods during the Term. The first Agreement Year begins on the Effective Date.
 - (b) "Business Day" means any day the City's main offices located at 2729 Prospect Park Drive, Rancho Cordova, California, are open to the public.

- (c) “Caltrans” means the California Department of Transportation.
- (d) “Caltrans Permits” means all permits and approvals that Cordova Community Council Foundation must obtain from Caltrans to install, operate, and maintain the Digital Freeway Sign in accordance with this Agreement.
- (e) “City Permits” means all building permits, conditional use permits, zoning amendments, operating agreements, and other permits, entitlements, and agreements that the City, acting in its governmental capacity, must issue or approve for The Cordova Community Council Foundation, to install, operate, and maintain the Digital Freeway Sign in accordance with this Agreement.
- (f) “Commencement Date” means the date as of which both of the following have occurred: (1) the City has finally approved the Plans (defined in Section 6(a)); and (2) The Cordova Community Council Foundation has received all necessary governmental permits and approvals for the Digital Freeway Sign, including the Caltrans Permits and the City Permits.
- (g) “Digital Freeway Sign” means an off-site outdoor advertising sign, including all above-ground supporting structures, with one or more digital display areas. A Digital Freeway Sign may be internally or externally illuminated. Digital Freeway Signs are always considered off-site signs and are regulated as such. The Cordova Community Council Foundation will install and operate the Digital Freeway Signs on the Site in accordance with the criteria set forth in Exhibit A to this Agreement.
- (h) “Digital Display Area” means the portion of the Digital Freeway Sign that consists of the digital display areas used for general commercial advertising. The Digital Display Area is more particularly described in Exhibit B.
- (i) “Effective Date” means the date as of which both the City and the Cordova Community Council Foundation have signed this Agreement, as indicated by the dates in the signature blocks below.
- (j) “Include” and its variants are not restrictive. For example, “includes” means “includes but not limited to,” and “including” means “including but not limited to.”
- (k) “Operational” means the Digital Freeway Signs are capable, legally and functionally, of displaying digital advertising on the Digital Display Area.
- (l) “Obstruction” means any structure, sound wall, communications antennae, tree, or vegetation on City owned or controlled property within 1,000 feet of the Digital Freeway Sign and obstructs the view of the Digital Display Areas from the viewing public on Highway 50.

- (m) “Site” means the portion of the Property located in the City that may be suitable for installation of Digital Freeway Signs. The Site is more particularly described in Exhibit B.
- (n) “Sign Structure” means the portion of the Digital Freeway Sign other than the Digital Display Area, including but not limited to supporting pole(s), display frame and all ancillary equipment and utilities installed on the sign Site. The Sign Structure as improved with Digital Display Area is more particularly described in Exhibit B. If the site currently does not have a Sign Structure, the term “Sign Structure” shall mean all supporting pole(s), display frame and ancillary equipment and above-ground utilities installed on the Site.
- (o) “Term” means the entire time this Agreement is in effect, as specified in Section 3.

3. Term of Agreement.

- (a) *Term.* The “Term” of this Agreement consists of two phases:
 - (1) The “Development Phase,” which begins on the Effective Date and ends when the Digital Freeway Signs becomes Operational.
 - (2) The “Operations Phase,” with regard to the Digital Freeway Sign begins at the end of the Development Phase and ends when such Digital Freeway Sign is removed or after a twenty-five (25) year period following the conclusion of the Development Phase, whichever occurs first. The Agreement is automatically renewed for an additional 25-year Term unless written notice is given by either Party to the other Party 60 days prior to expiration of the initial Term expressing the Party’s intent to terminate this Agreement.

4. Consideration. As consideration for the rights and benefits it enjoys under this Agreement, including the contemplated use during the Term, the Cordova Community Council Foundation shall do all of the following:

- (a) *Removal of Existing Clear Channel Sign.* At no cost to the City, the Cordova Community Council Foundation shall remove the “Existing Sign” identified in Schedule 1, attached to this Agreement and incorporated by reference herein according to the schedule set forth in Schedule 1, subject to the following:
 - (1) The Cordova Community Council Foundation hereby waives any rights it may have to compensation for the Existing Signs under federal, state, or local law, including the Highway Beautification Act of 1965 (23 United States Code section 131) and the Outdoor Advertising Act (California Business and Professions Code section 5200 and following) for removal of the Existing Signs in accordance with this Agreement.
 - (2) The Cordova Community Council Foundation’s commitment to remove the Existing Sign according to the schedule set forth in Schedule 1 is a material provision of this

Agreement. The Cordova Community Council Foundation is not entitled to replace the Existing Signs once they are removed.

- (b) *Dedicated "Click"*. During the Term of this Agreement, to the extent permissible under applicable laws, rules and regulations, the Cordova Community Council Foundation shall display advertisements promoting the City and local community events sponsored by and/or partnered with the City (the "City Copy") on one digital display spot on the Digital Freeway Sign after each 8-spot digital loop (the "Display Time") provided that: (i) all proposed City Copy is submitted to the Cordova Community Council Foundation not less than five (5) business days prior to the date on which the City Copy is proposed to be displayed on the Digital Freeway Sign (the "Copy Submission Deadline"); (ii) all digital artwork is consistent with the quality of material to be posted on the Digital Freeway Sign; and (iii) City pays for all digital production costs associated with the City Copy. In no event shall the City be permitted to give, sell, trade, barter or exchange the Display Time to any third party. Such act shall be deemed a material breach of this Agreement and City shall automatically forfeit its right to any further Display Time on the Digital Freeway Sign. City represents and warrants that all copy, content and materials supplied by City to the Cordova Community Council Foundation for display under this Agreement: (i) are owned or duly licensed by City and do not infringe or misappropriate the rights of any other person or entity; (ii) comply with all applicable federal, state, and local laws, rules and regulations and any industry codes or rules by which City and/or the Cordova Community Council Foundation may be bound and do not contain any obscene, libelous, slanderous or otherwise defamatory materials or refer in an offensive manner to the gender, race or ethnicity of any individual or group; (iii) are accurate and that all claims contained therein have been substantiated; and (iv) do not infringe upon any copyright, trademark or other intellectual property or privacy right of any third party. The advertisement to be shown during this "click" is separate from the amber alert and emergency public service notifications required by 6(i) of this agreement.

5. Use of Site.

- (a) *Exclusive Uses*. Except as otherwise provided in Section 6(i), the Cordova Community Council Foundation has the exclusive right to display outdoor advertising on the Site, in digital formats. The Cordova Community Council Foundation's exclusive right to conduct outdoor advertising on the Site includes the following:
- (1) Installing, erecting, maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning, adding, changing, and maintaining equipment required to maintain communications with the Digital Freeway Sign repositioning (with the City's consent) during the term of this Agreement.
 - (2) Removing the Digital Display Area and all associated equipment on or from the site when this Agreement terminates, as provided in Section 6(l).

ITEM 9.4.

ATTACHMENT 3

- (3) Licensing the use of the Digital Freeway Sign, or any portion of it, for any lawful purpose related to outdoor advertising.
 - (4) All rights to operate the sign faces as Digital Display Areas.
- (b) *Unobstructed Use.*
- (1) The City shall not allow the following (an “Obstruction”):
 - (A) On any City-owned or City-controlled real property within 1,000 feet of the Digital Freeway Sign any structure, sound wall, communications antennae, tree, or vegetation that obstructs the view of the Digital Display Areas from the viewing public on Highway 50.
 - (2) If The Cordova Community Council Foundation notifies the City in writing that an Obstruction exists, and if the City authorized or actively caused the Obstruction, then the City shall remove or remedy the Obstruction at its own cost within 30 days after receiving the notice. If the City fails to remove the Obstruction within 30 days after receiving the notice, then The Cordova Community Council Foundation may remove the Obstruction at the City’s expense after coordinating with the City’s Public Works Department, which coordination shall include, at a minimum, review with The Cordova Community Council Foundation before commencing work.
 - (3) If The Cordova Community Council Foundation notifies the City in writing that an Obstruction exists, and if the City did not authorize or actively cause the Obstruction, then the City may remove or remedy the Obstruction at its own cost within 30 days after receiving the notice. If the City does not remove or remedy the Obstruction within the 30 days, then, at no cost to the City, and after coordinating with the City’s Public Works Department, which coordination shall include, at a minimum, review and approval of The Cordova Community Council Foundation’s plans to remove the Obstruction prior to The Cordova Community Council Foundation commencing work.
 - (4) The City is not obligated to remove or seek removal of visual obstructions on private property. Furthermore, this Agreement does not, and cannot authorize the Cordova Community Council Foundation to remove visual obstructions from private property.
 - (5) The Cordova Community Council Foundation exercise of its rights under this Section 5(b) are in addition to any other remedies it may have under this Agreement.

6. Installation and Operation of a Digital Freeway Sign.

The Cordova Community Council Foundation shall install and operate the Digital Display Area on the Sign Structure in accordance with this Section 6 and consistent with Section 5, all at no cost to the City.

- (a) *Plans and Specifications.* At no cost to the City, the Cordova Community Council Foundation shall prepare complete plans and specifications for the Digital Freeway Sign, working closely with the City to develop plans and specifications that are mutually acceptable (the “Plans”). The Cordova Community Council Foundation shall submit the Plans to the City for final approval, which the City shall not unreasonably withhold.
- (b) *Caltrans Permits.* As soon as practicable after the Effective Date, the Cordova Community Council Foundation shall apply to Caltrans for all Caltrans Permits, and the City shall cooperate with The Cordova Community Council Foundation in that effort, including the completion of any Caltrans forms. All Caltrans Permits are to be obtained and secured for The Cordova Community Council Foundation’s sole benefit and are to be issued in The Cordova Community Council Foundation’s name. The Cordova Community Council Foundation shall perform all obligations under the Caltrans Permits at no cost to the City.
- (c) *City Permits.* The City shall diligently process the Cordova Community Council Foundation’s applications for all City Permits. This Agreement does not commit the City in advance to approve the City Permits; and this Agreement does not constrain the City’s discretion, acting as a government, with respect to the City Permits generally or to the Digital Freeway Sign specifically.
- (d) *Installation.* The Cordova Community Council Foundation shall begin installing the Digital Display Area as soon as practicable after the Commencement Date and shall diligently pursue installation to completion without unnecessary interruption. The Cordova Community Council Foundation will be excused, however, for any delays in beginning or completing installation that are caused by a Force Majeure Event, as defined in Section 9(d)(1). The Cordova Community Council Foundation shall use reasonable diligence to avoid such delays and to resume work as promptly as possible after such a delay.
- (e) *Ownership.* The Cordova Community Council Foundation will be the owner of the Digital Freeway Sign and all permits and authorizations that relate to it, including the City Permits and the Caltrans Permits.
- (f) *Maintenance.* At no cost to the City, the Cordova Community Council Foundation shall maintain the Sign Structure and shall maintain and repair the Digital Freeway Sign in accordance with the standards of the outdoor-advertising industry. The Cordova Community Council Foundation’s maintenance obligation under this Section 6(f) includes the obligation to remove any graffiti from the Sign Structure and the Digital Freeway Sign

within three (3) business days of being notified of the graffiti by the City. The City is not obligated to maintain the Sign Structure or to maintain or repair the Digital Freeway Sign.

- (g) *Damage or Destruction.* This Agreement will continue in full effect if any of the Digital Freeway Sign is damaged and such damage amounts to less than material damage, as defined in Section 7(b)(6) below. The Cordova Community Council Foundation shall promptly repair the Digital Freeway Sign, and The Cordova Community Council shall promptly apply for, and diligently pursue the issuance of, any permits or approvals it needs to repair or replace the Digital Freeway Sign. Within 30 days after obtaining the City Permits, all other necessary permits and approvals, and all parts and components, The Cordova Community Council Foundation shall begin work to repair or replace the Digital Freeway Sign. The Cordova Community Council Foundation shall complete the work within 180 days after the work begins. If the Cordova Community Council Foundation elects, under this Section 6(g), not to repair or replace the Digital Freeway Sign then the Cordova Community Council shall notify the City in writing of its election and shall remove the Digital Freeway Sign and restore the Site in accordance with Section 6(l).
- (h) *Utilities.* At no cost to the City, the Cordova Community Council Foundation shall provide and pay for all utility connections, utility equipment, and utility service required to install, operate, maintain, repair, improve, or reposition the Digital Freeway Sign. The Cordova Community Council Foundation shall participate in the Sacramento Municipal Utility District's Greenergy Program for electricity service to the Digital Freeway Sign. In the event electrical power becomes unavailable, for whatever reason, the Cordova Community Council Foundation may remove the Digital Display Area and operate its Sign Structure with traditional faces.
- (i) *Amber Alerts and Public-Service Messages.* During all periods when Digital Display Areas are Operational on the Digital Freeway Sign, The Cordova Community Council Foundation shall make the Digital Display Area available to the appropriate governmental agencies for the purpose of displaying "Amber Alert" messages in accordance with the Amber Alert Guidelines set forth in Exhibit C to this Agreement. In addition, the Cordova Community Council Foundation shall allow the Digital Display Area to be available to the City, and to other government agencies without cost, on a space-available basis determined by The Cordova Community Council Foundation for the purpose of displaying public-service messages (e.g., evacuation routes, drunk-driving-awareness messages, emergency-disaster communications). The City's messages must meet the Cordova Community Council Foundation's graphics-arts standards so that the messages are "camera ready," at no cost to the Cordova Community Council Foundation. All copy will be subject to The Cordova Community Council Foundation's standard advertising copy rejection and removal policies which allow The Cordova Community Council Foundation has sole discretion to approve or disapprove a copy and remove a copy once posted or displayed.

- (j) *Future technologies.* The technology currently being deployed for the Digital Freeway Sign is LED (light emitting diode), but there may be alternate, preferred or superior technology available in the future. The Cordova Community Council Foundation is authorized to change the Digital Freeway Sign to any other technology that operates under the maximum brightness standards set forth in Section 6(k) of this Agreement. City required approvals for more energy efficient technology shall not be unreasonably withheld.
- (k) *Illumination Standards.* Digital Freeway Sign illumination is expressly permitted when in compliance with all applicable rules and regulations (see Section 6(m) below) and when operated within these standards for Digital Freeway Signs:
 - (1) Shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance.
 - (2) Distance to measure the foot candles impact shall be measured from a distance of 250 ft. for a sign with a nominal face size no more than 20' x 60'.
 - (3) Each Digital Display Area must have a light sensing device that will adjust the brightness as ambient light conditions change.
- (l) *Removal of Digital Freeway Sign.* When the Term ends, whether it expires as scheduled or is terminated early, the Cordova Community Council Foundation shall promptly apply for, and diligently pursue the issuance of, at no cost to the City, any permits or approvals it needs to remove the Digital Freeway Sign, including the Digital Display Area and all above-ground sign structures and supports. Within 120 days after obtaining the necessary permits and approvals, the Cordova Community Council shall remove the Digital Freeway Sign and all above-ground sign structures and supports and restore the site to the pre-Agreement condition, all at no cost to the City. The Cordova Community Council Foundation shall not be required to remove the below-grade portions of the Sign Structure. Following termination of this Agreement but prior to removal of the Digital Freeway Sign, the Cordova Community Council Foundation shall not display digital advertising on the Digital Display Area.
- (m) *Compliance with Laws; Waiver of Compensation.* During the Term and while removing the Digital Freeway Sign after the Term in accordance with Section 6(k), Cordova Community Council Foundation shall do the following at no cost to the City: comply with all valid and applicable statutes, ordinances, regulations, rules, and orders that concern the Digital Freeway Sign and are enacted or issued by any federal, state, or local governmental entity with jurisdiction over the Digital Freeway Sign (including the City) whether enacted or issued before, on, or after the Effective Date including but not limited to sections 5403, 5402, 5405, 5408 and 5408.1 of the California Outdoor Advertising Act. Notwithstanding the foregoing, nothing herein shall be deemed to negate, void, or diminish (i) any claim Cordova Community Council Foundation may have for just compensation as a result of any governmental action that results in the taking of its property or (ii) the right of the

Cordova Community Council Foundation to avail itself of all available remedies under state or federal law to maintain its Digital Freeway Sign.

(n) Justification for sign height and face size.

- The sign has no value to either the City of Rancho Cordova or the Cordova Community Council Foundation if it is not economically viable.
- If the signs cannot be easily seen by freeway traffic the sign will not be economically viable.
- Every other digital sign in the Rancho Cordova is within 5 feet of Caltrans ROW with fully clear view corridors.
- The Mine Shaft signs are is over 180 feet from that same Caltrans ROW.
- Between the Mine Shaft signs and Caltrans ROW there are the following impediments:
 - Future freeway overpass (Approximately 47 feet tall),
 - Four Lane Folsom Blvd with both center parkway landscaping that includes trees,
 - Fully mature oak trees between Folsom Blvd. and Caltrans ROW (approximately 45 feet high),
 - SacRT Light Rail train tracks,
 - Heavy Rail train tracks, and
 - Regional Sanitation 20-foot easement.
- The sign is required to be taller to get over the before mentioned visual blockages.
- ~~Regarding the Future freeway overpass the bottom of the west sign will be approximately 27 feet above the future overpass roadway deck.~~
- The Larger Display area is required to equalize the difference between a display that is 262 feet (a football field) from an average viewer versus one that is approximately 109 feet from a viewer.
- Even though the display is larger it will appear the same size from an additional half a football field's distance.
- If the sign does not rise above those visual blocks, it will not be seen. If the sign can be seen but not read it will have no economic value. Therefore, the sign needs to be tall enough to get over the visual blocks and be large enough to be read.

7. Early Termination.

- (a) *City's Termination Rights.* Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement, at any time and in its sole discretion, effective 30 days after the City gives Cordova Community Council Foundation written notice of termination, if any of the following circumstances occurs:
- (1) Cordova Community Council Foundation breaches its obligation to perform in accordance with any material provision of this Agreement and: (A) does not cure the breach within 30 days after the City serves it with a written notice of breach or, if the breach cannot reasonably be cured within 30 days; (B), does not begin work on a cure within 30 days after the City serves it with a written notice of breach and

diligently pursue the cure to completion within ninety (90) days after work begins. The parties can agree to extend the time period to cure the breach by mutual written agreement. The express designation in this Agreement of a provision as “material” does not imply that other provisions are not material.

- (2) The Cordova Community Council Foundation initiates legal challenge to the validity of this Agreement or its authorizing ordinance.
- (b) The Cordova Community Council Foundation’s *Termination Rights*. Without prejudice to its other remedies at law or in equity, including the right to seek just compensation under the laws of eminent domain as described in Section 9, the Cordova Community Council Foundation may terminate this Agreement, at any time and in its sole discretion, effective 30 days after Cordova Community Council Foundation the City written notice of termination, if any of the following circumstances occurs:
- (1) The view of the Digital Display Area from the adjacent portion of Highway 50 is obstructed by an Obstruction on City-owned or City-controlled real property, and Cordova Community Council Foundation did not cause the Obstruction and the City has failed to adhere to its obligations under Section 5(b) following proper notice and: (A) does not cure the breach within 30 days after the City serves it with a written notice of breach or, if the breach cannot reasonably be cured within 30 days; (B), does not begin work on a cure within 30 days after the City serves it with a written notice of breach and diligently pursue the cure to completion within ninety (90) days after work begins. The parties can agree to extend the time period to cure the breach by mutual written agreement. The express designation in this Agreement of a provision as “material” does not imply that other provisions are not material. Materially obstructed shall mean at least one-half of the displayed area is obstructed.
 - (2) The Cordova Community Council Foundation cannot safely use the Site to install, operate, maintain, repair, or improve the Digital Freeway Sign because of a non-remediable or costly condition, and Cordova Community Council Foundation did not cause the condition.
 - (3) There is a material diversion of traffic from, or a material reduction or change in the directional flow of traffic on, the portion of Highway 50 adjacent to the Site, and the diversion or disruption continues uninterrupted for at least 30 consecutive days.
 - (4) The Cordova Community Council Foundation cannot obtain or maintain any governmental permits, licenses or approvals required to install, operate, maintain, repair, or improve the Digital Freeway Sign^s, including but not limited to the Caltrans Permits and the City Permits.

- (5) Use of the Digital Freeway Signs for its intended purpose is prevented or limited by law, or Cordova Community Council Foundation is required by any court or other governmental entity, for reasons other than eminent domain, to remove the Digital Freeway Sign from the Site.
 - (6) The Digital Freeway Signs ~~are~~is materially damaged or destroyed and Cordova Community Council Foundation elects not to repair or replace the Digital Display Area. Materially damaged or destroyed shall mean at least one-half of the Digital Display Area is damaged or destroyed such that at least one-half of it is fully inoperable.
- (c) *City and the Cordova Community Council Foundation's Additional Termination Rights.* Without prejudice to their other remedies at law or in equity, either party may terminate this Agreement if the other party:
- (1) Has an order for relief entered with respect to it, commences a voluntary case, or has an involuntary case filed against it under any applicable bankruptcy, insolvency, or other similar law then in effect, and the order or case is not stayed, withdrawn, or settled within 60 days after it is entered, commenced, or filed (11 U.S.C. § 365(e)(2)(A), as amended, or any successor statute); or
 - (2) Files for reorganization, becomes insolvent, or has a receiver or other officer with similar powers appointed for its affairs in any court with jurisdiction, whether or not with its consent (unless dismissed, bonded, or discharged within 60 days after appointment).

8. Indemnification.

- (a) *Definitions.* The following definitions apply to this Section 8:
- (1) "Person" is to be interpreted broadly. It includes not just third persons but also the Cordova Community Council Foundation and its directors, officers, employees, contractors, and agents; and the City and the City's elected officials, officers, employees, contractors, and agents.
 - (2) "Liabilities" means all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final resolution on appeal) that arise directly or indirectly from The Cordova Community Council Foundation's possession or use of the Site.
 - (3) "Occurrence" means: (A) the death of, or injury to, any Person; and (B) damage to, or destruction of, any real property, personal property.

- (b) *General Indemnity.* The Cordova Community Council Foundation shall indemnify, defend (with attorneys reasonably acceptable to the City), protect, and hold the City harmless from and against all Liabilities that arise directly or indirectly from The Cordova Community Council Foundation's possession or use of the Site. The Cordova Community Council Foundation is obligated under this Section 8(b) even if the City or the City's elected officials, officers, employees, contractors, or agents reviewed, accepted, or approved the work, materials, or activities from which the Liabilities arise. The Cordova Community Council Foundation is not obligated under this Section 8(b) to the extent the Liabilities are caused by the active negligence or willful misconduct of the City or the City's elected officials, officers, employees, contractors, or agents. The Cordova Community Council Foundation's obligation under this Section 8 (b) includes Liabilities arising from any of the following:
- (1) Any Occurrence on the Site, caused by The Cordova Community Council Foundation's acts or omissions.
 - (2) Any Occurrence that is in any way connected with any of the Cordova Community Council Foundation's personal property on the Site.
 - (3) Any Occurrence caused or allegedly caused by (A) any condition of the Site created by The Cordova Community Council Foundation or by any Person on the Site with The Cordova Community Council Foundation's permission; or (B) some act or omission on the Site by The Cordova Community Council Foundation or by any Person on the Site with Cordova Community Council Foundation's permission.
 - (4) Any Occurrence caused by, or related in any way to, work or activities performed on the Site or materials furnished to the Site at the request of the Cordova Community Council Foundation or any Person or entity acting for the Cordova Community Council Foundation or its permission.
 - (5) Any Occurrence that is caused by, or related in any way to, a verbal or non-verbal display on the Digital Display Area.
 - (6) The Cordova Community Council Foundation's failure to perform any provision of this Agreement, to comply with any requirement of law applicable to the Cordova Community Council Foundation, or to fulfill any requirement imposed by any governmental entity (including the City when acting as a government) on Cordova Community Council Foundation's or use of the Site.
- (c) *Legal Challenges.* Cordova Community Council Foundation shall indemnify, defend with attorneys selected by the City, protect, and hold harmless the City and the City's elected officials, officers, and employees ("Agents") in any litigation to attack, set aside, void or annul an approval by the City or its Agents concerning the Digital Freeway Sign (collectively, a "Claim") including litigation based on the California Environmental Quality

Act) brought to challenge the validity of this Agreement, the validity of the City Permits or the Caltrans Permits, or the validity of the City ordinances that authorize the installation and Operation of the Digital Freeway Sign on the site. The Cordova Community Council Foundation's obligation to indemnify under this Section 8(c) includes liability for attorneys' fees awarded to a party who successfully challenges the validity of this Agreement, the City Permits, or the Caltrans Permits, or any authorizing ordinance. If such a Claim is brought, the Party that first receives notice or becomes aware of the Claim shall promptly notify the other Party of such Claim and each Party shall cooperate with the efforts of the other Party to defend such Claim. The City will not voluntarily assist the opposing party in any such Claim unless required by law. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved in writing by the City.

- (d) *Survival.* Cordova Community Council Foundation's obligations under this Section 8 will survive this Agreement.

9. Miscellaneous.

- (a) *Assignments and SubAgreements.* A party may not assign or otherwise transfer this Agreement or any interest in it, and this Agreement is not assignable by operation of law, without the other Party's prior written consent, which the other party shall not withhold, delay, or condition unreasonably. This Agreement remains in effect, and an assignment or transfer of this Agreement does not occur, for purposes of this Section 9(a), if The Cordova Community Council Foundation merges with another Rancho Cordova Community Benefit nonprofit entity. An assignment or transfer made contrary to this Section 9(a) is void.
- (b) *Successors and Assigns.* This Agreement binds and inures to the benefit of the successors and permitted assigns of the parties. This Section 9(b) does not constitute the City's consent to any assignment of this Agreement or any interest in the Agreement.
- (c) *Notices.* Any notice or other communication under this Agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this Section 9(c) to the persons identified below. A mailed notice or other communication will be effective or will be considered to have been given on the third day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A Party may change its address for these purposes by giving written notice of the change to the other Party in the manner provided in this Section 9(c).

ITEM 9.4.

ATTACHMENT 3

If to the City:

City of Rancho Cordova
Planning Department
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention:
~~Elizabeth Sparkman~~ Darcy Goulart
Community Development Director

If to:

*The Cordova Community Council
Foundation*
The Cordova Community Council
Foundation
2729 Prospect Park Drive, Suite 117
Rancho Cordova, CA 95670
Attention:
~~Shelly Blanchard~~
Executive Director
Shelly Blanchard

With a copy to:

(d) *Force Majeure.*

- (1) “Force Majeure Event” means a cause of delay that is not the fault of the Party who is required to perform under this Agreement and is beyond that Party’s reasonable control, including the elements (such as floods, earthquakes, windstorms, and unusually severe weather), fire, energy shortages or rationing, riots, acts of terrorism, war or war-defense conditions, acts of any public enemy, epidemics, the actions or inactions of any governmental entity or that entity’s agents, litigation, labor shortages (including shortages caused by strikes or walkouts), and materials shortages.
- (2) Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either the City or the Cordova Community Council Foundation is prevented or delayed because of a Force Majeure Event, then the time for performance will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

(e) *Waiver of Breach.* A Party’s failure to insist on strict performance of this Agreement or to exercise any right or remedy upon the other Party’s breach of this Agreement will not constitute a waiver of the performance, right, or remedy. A Party’s waiver of the other Party’s breach of any provision in this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision. A waiver is binding only if set forth in writing and signed by the waiving Party.

(f) *Relationship of the Parties.* This Agreement does not create any relationship or association between the City and the Cordova Community Council Foundation. For example, and without limiting the previous sentence, this Agreement does not create

- between the City and Cordova Community Council Foundation the relationship of principal and agent, nor does it create a partnership or joint venture.
- (g) *Attorneys' Fees.* The Party prevailing in any litigation concerning this Agreement, the Site, or any improvements to the Site (including the Digital Freeway Sign) will be entitled to an award by the court of reasonable attorneys' fees and litigation costs through final resolution on appeal in addition to any other relief that may be granted in the litigation. If the City is the prevailing party, then this Section 9(g) will apply whether the City is represented in the litigation by the Office of the City Attorney or by outside counsel.
- (h) *Severability.* If a court with jurisdiction holds any nonmaterial provision of this Agreement to be invalid, void, or unenforceable, then the remaining provisions will remain in full force.
- (i) *Counterparts.* The parties may execute this Agreement in counterparts, each of which will be considered an original, but all of which will constitute the same Agreement.
- (j) *Further Assurances.* Each Party shall execute all additional documents or instruments and take all necessary action that either Party reasonably considers necessary to carry out the proper purposes of this Agreement.
- (k) *Time of Essence.* Time is of the essence of this Agreement.
- (l) *Interpretation.* This Agreement is to be interpreted and applied in accordance with California law without regard to conflict-of-laws principles, except that the rule of interpretation in California Civil Code section 1654 will not apply. Schedules 1 and 2 and Exhibits A, B, and C are part of this Agreement.
- (m) *Integration and Modification.* This Agreement sets forth the Parties' entire understanding regarding the matters addressed. It supersedes all prior or contemporaneous agreements, representations, and negotiations (written, oral, express, or implied) and may be modified only by another written agreement signed by both Parties.

(Signature Page Follows)

ITEM 9.4.

ATTACHMENT 3

Agreement for Digital Billboard

City of Rancho Cordova and Cordova Community Council Foundation

City of Rancho Cordova

The Cordova Community Council Foundation

By: _____

Micah Runner
City Manager

Dated: _____,
Dated _____, 2025⁴

Approved as to Form
City Attorney

By: _____

Adam U. Lindgren
City Attorney

By: _____

Shelly Blanchard

Executive Director

Dated: _____,
Dated _____, 2025⁴

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation
Schedule 1

Existing Billboards to be Removed

New Billboard	Existing Billboards
Address: 2300 Mineshaft Lane APN APN 072-0231-014	The Cordova Community Council Foundation shall obtain the necessary permits to remove this Existing Sign <i>before</i> the Commencement Date for the new Digital Freeway Signs; and will actually complete removal within 12 months from said date: Locations: 2300 Mineshaft Lane (APN 072-0231-014) Single Sided traditional billboard with approximately 672 square feet of sign area

**Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation
Exhibit A**

Digital Freeway Sign Operational Requirements

- a. **Operational Limitations.** Digital Freeway Sign shall display static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement in or on any part of the Sign Structure, design, or pictorial segment of the sign. Each static message shall not include flashing, scintillating lighting or varying light intensity.
- b. **Minimum display time.** Each message on the sign must be displayed for a minimum of eight (8) seconds.
- c. **Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.**
- d. **The Digital Freeway Sign shall be operated with systems and monitoring in place to either turn the display off or show a “full black” image on the display in the event of a malfunction that affects at least fifty percent of the display area.**
- e. **The Digital Freeway Sign shall not be deemed prohibited under Section 23.743.050 and is not governed by any of the prohibitions set forth in Subsections B, Q, S or U thereof as the operation thereof is specifically authorized by Section 23.743.150 of the Code.**
- f. **Section 23.743.090 of the Code shall not apply to Digital Freeway Sign. Illumination for the Digital Freeway Sign shall comply with the terms of this Agreement and is otherwise specifically permitted by Section 23.743.150 of the Code.**
- g. **Digital Freeway Sign is not considered to be a pole sign under Section 23.743.120. E of the Code.**
- h. **Digital Freeway Sign shall not be included within any definition of Flashing set forth in the Code.**

ITEM 9.4.

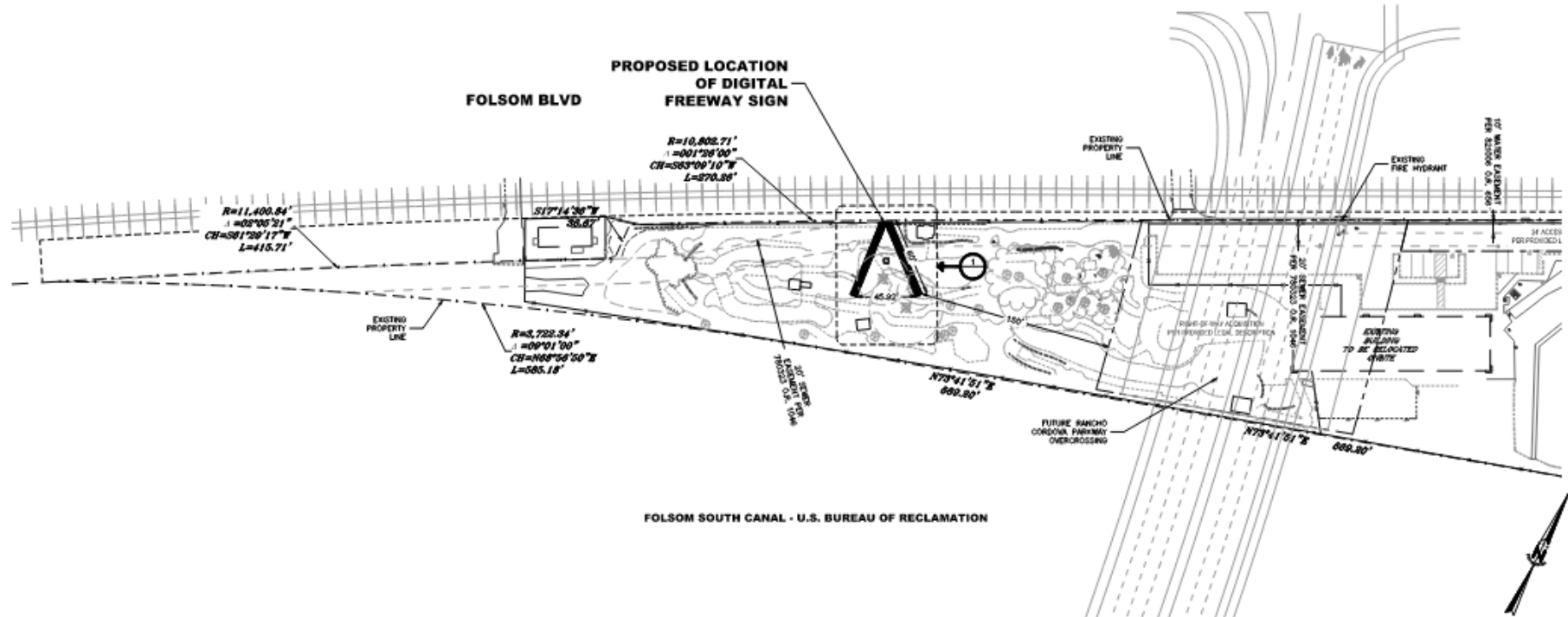
ATTACHMENT 3

**Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation
Exhibit B**

Digital Freeway Sign Description

ATTACHMENT 3

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation

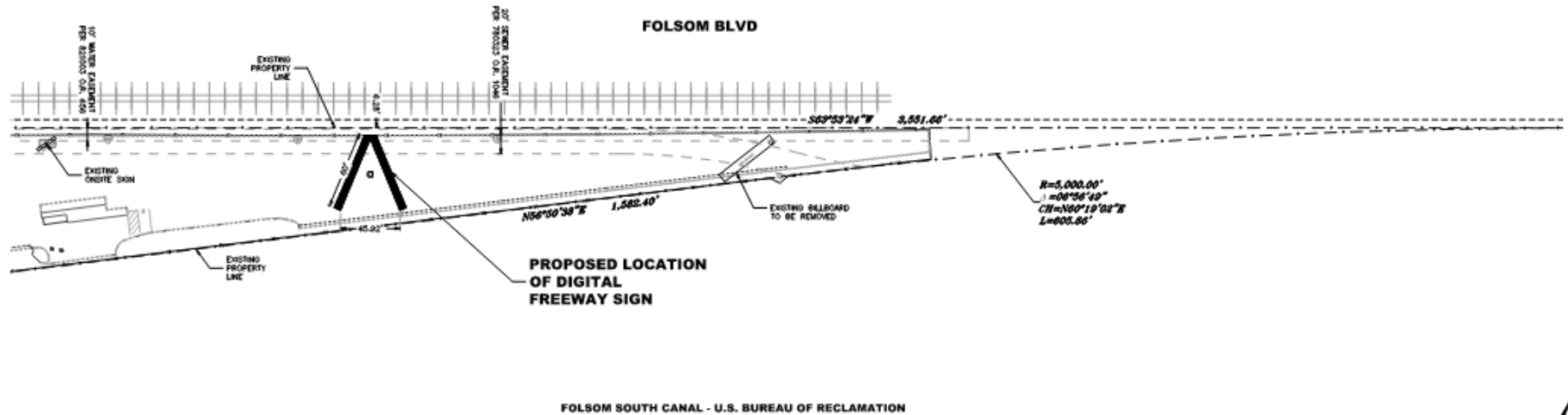


Agreement for Digital Freeway Sign

ITEM 9.4.

ATTACHMENT 3

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation



Agreement for Digital Freeway Sign

ATTACHMENT 3
Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation

[illegible][illegible]

THIS POINT IS THE PROPERTY OF
JERRY SOUTHWICK, INC.
PROFESSIONAL, REAL ESTATE, AND
FINANCIAL SERVICES. IT IS
PROHIBITED FOR ANY OTHER
PERSON TO REPRODUCE OR
DISTRIBUTE THIS INFORMATION
WITHOUT THE WRITTEN
CONSENT OF JERRY SOUTHWICK, INC.

FOR REVIEW ONLY; NOT
FOR CONSTRUCTION

CORDOVA COMMUNITY COUNCIL
RANCHO CORDOVA, CA

20 x 60
SINGLE FOOT
CENTER MOUNT
DOUBLE FACE
45° V-BUILD
LED READY (BOTH SIDES)



RMG
Outdoor Inc.
4000 Highway 101, Suite 100
P.O. Box 100
Plymouth, MI 48170

DATE	06-07-2007	TIME	08:00
FROM	00-00-000	TO	01-01-000
SUBJECT	000000		
PAGE	1	TOTAL PAGES	1

ITEM 9.4.

ATTACHMENT 3

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation



Agreement for Digital Freeway Sign

ITEM 9.4.

ATTACHMENT 3

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation



Agreement for Digital Freeway Sign

ITEM 9.4.

ATTACHMENT 3

Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation

**Agreement for Digital Freeway Sign
City of Rancho Cordova and Cordova Community Council Foundation**

Exhibit C

Amber Alert Guidelines

AMBER alerts are issued by the National Center for Missing and Exploited Children in Washington, DC. For those alerts, the outdoor advertising industry adhere to these guidelines:

Digital Freeway Sign advertising will be completely interrupted upon receipt of an AMBER Alert within the affected geographical boundary.

The appropriate AMBER Alert will run uninterrupted for a minimum of one hour preempting all other advertising.

Thereafter, during the two hours immediately following the aforementioned one-hour display of the AMBER Alert, the same alert will be displayed in rotation along with other paid advertisers unless cancelled earlier. After the initial 3-hour display period, any additional posting of the alert shall be based on the situation and availability.

5562744.1

MEMORANDUM



ITEM 9.5.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Ian Winbrock, Management Analyst II
SUBJECT: **A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 165-2018-3 BETWEEN CITY OF RANCHO CORDOVA AND FOLSOM LAKE COLLEGE FOR THE RANCHO CORDOVA COLLEGE PROMISE PROGRAM**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract Amendment No. 165-2018-3 with Folsom Lake College, increasing the total allocation by \$95,000 to \$546,620. This action continues funding for the Rancho Cordova College Promise Program through June 2026, ensuring uninterrupted tuition and scholarship support for eligible Rancho Cordova students and veterans while maintaining alignment with the city's Community Enhancement & Investment Fund priorities.

BACKGROUND

The City of Rancho Cordova first entered into an agreement with Folsom Lake College in 2016 to implement the Rancho Cordova College Promise Program, providing scholarships to qualified Rancho Cordova high school graduates to cover enrollment fees and support costs. The current agreement is from 2019 with Folsom Lake College and in recent years, the Promise Program has demonstrated strong persistence rates and participation among local students, serving approximately 50 to 60 students annually.

Funding for the program has been drawn from the Community Enhancement & Investment Fund (CEIF). The 2019 contract allocated \$451,620 for student tuition, textbooks, and related educational expenses. Amendments extended the program through the 2025–26 academic year, with adjustments to reflect evolving needs such as technology access, mentorship incentives, and expanded eligibility for veterans.

On November 3, 2025, the City Council reviewed staff's recommendation regarding the Promise Program's remaining balance and future funding needs as part of the CEIF update and discussion. Following that direction, staff prepared Contract Amendment No. 165-2018-3 to the 2019 agreement, increasing the total allocation by \$95,000 from \$451,620 to \$546,620 to continue student tuition and support through June 2026. This amendment reflects Council's

action to sustain the city's investment in higher education access for Rancho Cordova residents while aligning with the city's broader CEIF goals of education, workforce readiness, and community opportunity.

Staff plans to return to Council in winter 2026 with additional information about the Rancho Cordova Promise Program, including future program options and potential funding commitments for Council discussion.

FISCAL IMPACT AND FUNDING SOURCE

The Rancho Cordova College Promise Program is funded through the City's Community Enhancement & Investment Fund (CEIF), specifically from Measure H grant allocations supporting youth and education initiatives. Contract Amendment No. 165-2018-3 increases the total contract amount by \$95,000, from \$451,620 to \$546,620, to fund program costs through June 2026. Sufficient funds are available in the FY 2025–26 CEIF budget, and no General Fund impact is anticipated.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 165-2018-3

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 165-2018-3 WITH FOLSOM LAKE COLLEGE FOR THE RANCHO CORDOVA COLLEGE PROMISE PROGRAM IN AN AMOUNT NOT TO EXCEED \$546,620

WHEREAS, the City of Rancho Cordova and Folsom Lake College entered into an agreement dated February 1, 2019, for the Rancho Cordova College Promise Program to provide scholarships for eligible Rancho Cordova high school graduates and veterans; and

WHEREAS, the City Council reviewed the status of the Promise Program on November 3, 2025, and directed staff to prepare an amendment to extend funding through June 30, 2026; and

WHEREAS, Contract Amendment No. 165-2018-3 increases the total contract amount by \$95,000, from \$451,620 to \$546,620, funded through the Community Enhancement & Investment Fund (Measure H); and

WHEREAS, the program supports youth and education initiatives by helping Rancho Cordova students and veterans access and complete college programs at Folsom Lake College; and

WHEREAS, the services exceed the City Manager's contract authority and require City Council approval; and

WHEREAS, sufficient funding is available within the FY 2025-26 Community Enhancement & Investment Fund budget with no impact to the city's general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 165-2018-3 with Folsom Lake College in an amount not to exceed \$496,782, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ITEM 9.5.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

AMENDMENT NO. 3 TO
AGREEMENT BETWEEN CITY OF RANCHO CORDOVA
AND FOLSOM LAKE COLLEGE FOR USE OF CITY FUNDS

This Amendment is made by and between the City of Rancho Cordova, a California municipal corporation (“City”), and Los Rios Community College District, by and through its college, Folsom Lake College (“Provider”) as of July 1, 2025.

Whereas, City has allocated City funds to Provider for the purpose of continuing the Promise Program, a scholarship program to pay the fees for qualified Rancho Cordova residents who graduate from high school during the 2018/19, 2019/20, 2020/21, 2021/22, 2022/23, 2023/24, 2024/25 and 2025/26 academic years, and attend any one of the three Folsom Lake College campuses during the academic year immediately following high school graduation. Additionally, the Promise Program is also available to Rancho Cordova veterans. These services will benefit the City of Rancho Cordova and its residents by encouraging Rancho Cordova residents graduating from high school and Rancho Cordova veterans to pursue a college education and to provide educational opportunities for Rancho Cordova students/veterans who may not otherwise be able to afford to continue their education; and

Whereas, City and Provider entered into an agreement for use of City funds dated February 1, 2019, pursuant to which Provider will provide the services described above; and

Whereas, City and Provider acknowledge the earlier, and separate 2017 Agreement funding is still available to be expended by Provider through the contract term date referenced in this Amendment to Agreement.

Whereas, per Council direction approving the recommendation to amend existing grant funding between the City and Provider from the November 3rd City Council meeting, City and Provider now desire to amend the agreement (165-2018) for use of City funds to increase the total available annual allocation by an additional ninety-five thousand Dollars (\$95,000), from Four Hundred and Fifty-One Thousand Six Hundred and Twenty Dollars (\$451,620) to Five Hundred and Forty-Six Thousand Six Hundred and Twenty Dollars (\$546,620), pursuant to Resolution #XXX-2025 dated November 17, 2025.

City and Provider agree as follows:

The Agreement Between City of Rancho Cordova and Folsom Lake College for Use of City Funds, dated February 1, 2019, (the “Agreement”) is hereby amended as follows:

1. Exhibit A of the Agreement is amended in its entirety to read as set forth on the Exhibit A attached hereto.
2. Exhibit B of the Agreement is amended in its entirety to read as set forth on the Exhibit B attached hereto.

ITEM 9.5.

**ATTACHMENT 2
CONTRACT NO.: 165-2018-3**

3. Exhibit C of the Agreement is amended in its entirety to read as set forth on the Exhibit C attached hereto.
4. All other terms and conditions of the Agreement remain in full force and effect.

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

CITY:

PROVIDER:

Micah Runner
City Manager

Art Pimentel
President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC
City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

Provider: Folsom Lake College
Address: 10 College Parkway
Folsom, CA 95630

Telephone: 916-608-6572
Email: Pimenta@flc.losrios.edu
Contact Person/Title: Dr. Art Pimentel/President

Funding Allocation: \$546,620

Term: February 1, 2019 – June 30, 2026

1. Services to be Provided: Provider shall continue a scholarship program, formally referred to as the Folsom Lake College/Rancho Cordova Promise Program and referenced throughout this Agreement as simply the Promise Program, which was established pursuant to separate funding agreements entered into between the City and Provider dated September 1, 2016, and October 1, 2017. Pursuant to this Agreement, the Promise Program will pay the fees for Rancho Cordova residents who graduate from high school during the 2018/19, 2019/20, 2020/21, 2021/22, 2022/23, 2023/24, 2024/25, and 2025/26 academic years, and who attend any one of the three Folsom Lake College campuses taking 6-18 units during the fall semester immediately following high school graduation. Additionally, the Promise Program is available to Rancho Cordova veterans beginning with the Fall 2020 semester, and who attend any one of the three Folsom Lake College campuses. Veterans are eligible as both full-time and continuing part-time students.

Promise Program students who will be taking units at one of the three Folsom Lake College campuses and need to take additional courses at one of the other Los Rios Community College campuses may have their units paid for under the Promise Program (a maximum of 18 units per semester across all campuses). Each student may also receive a scholarship during the next following spring semester if the student passes at least half of their fall semester class load and maintains their Rancho Cordova residency. The program may provide for students who receive state or federal financial aid for the payment of their enrollment fees to be eligible to receive scholarship money that they could otherwise have received toward the payment of other expenses, such as Student Representation Fee, Universal Transit Pass Fee, Health Services Fee, textbooks and other required supplemental materials, course related school supplies, semester parking permit, and gift cards. A full listing of eligible expenses can be found under the “Use of Funds” section within Exhibit A. It is noted that in the Fall of 2022 the model shifted to allow a flat payout of \$883 per semester in grant funds rather than a list of eligible student expenses. For purposes of this contract this would refer to Academic Year 2022/2023 or Year 4 in this document.

2. Units of Service to be Provided: N/A

It is acknowledged by the City and Provider that enrollment and tuition fees listed below in the Use of Funds section of Exhibit A were the rates as of the Spring 2019 semester and are subject to change. If new fee rates and tuition rates are adopted by the Los Rios Community College District during the term of this agreement, the new fee rates and tuition rates will be accepted under this Agreement. Fees will be validated by the City using the Los Rios Community College District's website.

No amendment to the Agreement is needed if the price per unit changes or if the Student Representation Fee, Health Services Fee, Universal Transit Pass Fee, or semester parking permit cost changes or student payment structure changes. It is acknowledged that funding was not spent uniformly across all years resulting in the amendment to this agreement to ensure students are able to continue accessing these funds.

Year 1 – Promise recipients attending Folsom Lake College during the 2019/20 academic year.

\$8,000	Temporary Classified Employee supporting the Promise Program recipients
<u>\$142,540</u>	Enrollment Fees, Student Representation Fee, Health Services Fee, Universal Transit Pass Fee, Folsom Lake College Store credit for textbooks, textbook rentals and required supplemental materials for enrolled classes, as well as course related supplies. Additionally, semester parking permit, gift cards, and limited technology purchases such as hotspots and Chromebooks are allowed expenses.
\$150,540	Total Year 1

Use of Funds: For each Promise Recipient during year 1:

- First Priority – Payment of Enrollment Fees for Promise Program recipients not eligible for Financial Aid Fee Waiver, maximum of \$46/unit x 18 units (\$828.00); Student Representation Fee of \$1; Health Services Fee of \$20; and Universal Transit Pass Fee, \$2.25/unit x 15 units (max amount of \$33.75).
- Second Priority – Folsom Lake College Store credit for textbooks, textbook rentals and required supplemental materials for enrolled classes. Additionally, students who need course related supplies such as backpacks, pens, paper, notebooks, etc. may receive a maximum of \$50 per semester for this purpose.
- Third Priority – Semester parking permit of \$40 (automobile) or \$25 (motorcycle); Gas card of \$25 per month (not to exceed \$100 per semester).
- Fourth Priority – If funding pursuant to this Agreement is still available after fulfilling the first three priority areas listed above, remaining available funding may be applied to allow for successful continuing students to utilize Promise Program funding for their second year of education at one of the three Folsom Lake College campuses. Recipients receiving second year scholarships must be current residents of Rancho Cordova at the time of the

second-year enrollment to be eligible for this additional benefit. Additionally, due to the COVID-19 pandemic, technology purchases such as hotspots and Chromebooks for use by Promise Program recipients are eligible expenses.

Year 2 – Promise recipients attending Folsom Lake College during the 2020/21 academic year.

\$8,000	Temporary Classified Employee supporting the Promise Program recipients
<u>\$142,540</u>	Enrollment Fees, Student Representation Fee, Health Services Fee, Universal Transit Pass Fee, Folsom Lake College Store credit for textbooks, textbook rentals and required supplemental materials for enrolled classes, as well as course related supplies. Additionally, semester parking permit, gift cards, Promise mentor part-time costs, incentives, and Promise to Career scholarships are allowed expenses.
\$150,540	Total Year 2

Use of Funds: For each Promise Recipient during year 2:

- First Priority – Payment of Enrollment Fees for Promise Program recipients not eligible for Financial Aid Fee Waiver, maximum of \$46/unit x 18 units (\$828.00); Student Representation Fee of \$1; Health Services Fee of \$20; and Universal Transit Pass Fee, \$2.25/unit x 15 units (max amount of \$33.75).
- Second Priority
 - A. Folsom Lake College Store credit for textbooks, textbook rentals and required supplemental materials for enrolled classes. Additionally, students who need course related supplies such as backpacks, pens, paper, notebooks, etc. may receive a maximum of \$50 per semester for this purpose.
 - B. Up to 10 students each semester may serve as Promise mentors and be compensated at a rate of \$13/hour for up to 12/hours per week.
 - Incentives may be earned by Promise Program recipients and will be paid as follows:
 - \$100 gift card/semester for those Promise Program recipients who attend all required case management meetings
 - \$200 gift card/semester for those Promise Program recipients who complete 15 units by the end of the first semester
 - \$200 gift card/semester for those Promise Program recipients who complete 30 units by the end of the first academic year
 - \$200 gift card for those Promise Program recipients who complete college level Math
 - \$200 gift card for those Promise Program recipients who complete college level English
 - \$200 gift card for those Promise Program recipients who complete 9-units within the student's program of study within the first academic year

- \$500 stipend or gift card/semester for those Promise Program recipients who make or maintain honor roll status
- \$500 stipend or gift card for those Promise Program recipients who transfer to and enroll at UC Davis or CSU Sacramento. The stipend is available for up to two years through the term expiration date of this Agreement.
- Third Priority – Semester parking permit of \$40 (automobile) or \$25 (motorcycle)
- Fourth Priority
 - A. If funding pursuant to this Agreement is still available after fulfilling the first three priority areas listed above, remaining available funding may be applied to allow for successful continuing students to utilize Promise Program funding for their second year of education at one of the three Folsom Lake College campuses. Recipients receiving second year scholarships must be current residents of Rancho Cordova at the time of the second-year enrollment to be eligible for this additional benefit.
 - Promise Program students participating in the Promise to Career Program may receive a \$500 scholarship or gift card to support extra supplies specific to the Career Education training. This is payable upon their successful completion of the Promise to Career Program.
- Fifth Priority (may be used at any time and outside of the priority order)
 - A. Some Promise Program students face various challenges ranging from food insecurity to homelessness. These stressors have grown in the greater Sacramento region due to the COVID-19 pandemic. Students may participate in the Folsom Lake College sponsored Falcon Cares Program, and, if needed, receive funding pursuant to this Agreement to cover emergency hotel costs up to \$1,000 per student/semester.
 - B. \$100 gift card/semester for Promise Program recipients to purchase food, supplies, gas or other basic needs to meet the everchanging needs of students during the COVID-19 pandemic.

Year 3 – Promise recipients attending Folsom Lake College during the 2021/22 academic year.

\$8,000	Temporary Classified Employee supporting the Promise Program recipients
\$132,540	Enrollment Fees, Student Representation Fee, Health Services Fee, Universal Transit Pass Fee, Folsom Lake College Store credit for textbooks, textbook rentals and required supplemental materials for enrolled classes, as well as course related supplies. Additionally, semester parking permit, gift cards, Promise mentor part-time costs, incentives, and Promise to Career scholarships are allowed expenses.
<u>\$10,000</u>	Northern California College Promise Coalition Membership Fees
\$150,540	Total Year 3

Use of Funds: For each Promise Recipient during year 3:

- First Priority – Payment of Enrollment Fees for Promise Program recipients not eligible for Financial Aid Fee Waiver, maximum of \$46/unit x 18 units (\$828.00); Student Representation Fee of \$1; Health Services Fee of \$20; and Universal Transit Pass Fee, \$2.25/unit x 15 units (max amount of \$33.75).
- Second Priority
 - A. Folsom Lake College Store credit for textbooks, textbook rentals and required supplemental materials for enrolled classes. Additionally, students who need course related supplies such as backpacks, pens, paper, notebooks, etc. may receive a maximum of \$50 per semester for this purpose.
 - B. Up to 10 students each semester may serve as Promise mentors and be compensated at a rate of \$13/hour for up to 12/hours per week.
 - Incentives may be earned by Promise Program recipients and will be paid as follows:
 - \$100 gift card/semester for those Promise Program recipients who attend all required case management meetings
 - \$200 gift card/semester for those Promise Program recipients who complete 15 units by the end of the first semester
 - \$200 gift card/semester for those Promise Program recipients who complete 30 units by the end of the first academic year
 - \$200 gift card for those Promise Program recipients who complete college level Math
 - \$200 gift card for those Promise Program recipients who complete college level English
 - \$200 gift card for those Promise Program recipients who complete 9-units within the student's program of study within the first academic year
 - \$500 stipend or gift card/semester for those Promise Program recipients who make or maintain honor roll status
 - \$500 stipend or gift card for those Promise Program recipients who transfer to and enroll at UC Davis or CSU Sacramento. The stipend is available for up to two years through the term expiration date of this Agreement.
- Third Priority – Semester parking permit of \$40 (automobile) or \$25 (motorcycle)
- Fourth Priority
 - A. If funding pursuant to this Agreement is still available after fulfilling the first three priority areas listed above, remaining available funding may be applied to allow for successful continuing students to utilize Promise Program funding for their second year of education at

one of the three Folsom Lake College campuses. Recipients receiving second year scholarships must be current residents of Rancho Cordova at the time of the second-year enrollment to be eligible for this additional benefit.

- Promise Program students participating in the Promise to Career Program may receive a \$500 scholarship or gift card to support extra supplies specific to the Career Education training. This is payable upon their successful completion of the Promise to Career Program.
- Fifth Priority (may be used at any time and outside of the priority order)
 - A. Some Promise Program students face various challenges ranging from food insecurity to homelessness. These stressors have grown in the greater Sacramento region due to the COVID-19 pandemic. Students may participate in the Folsom Lake College sponsored Falcon Cares Program, and, if needed, receive funding pursuant to this Agreement to cover emergency hotel costs up to \$1,000 per student/semester.
 - B. \$100 gift card/semester for Promise Program recipients to purchase food, supplies, gas or other basic needs to meet the everchanging needs of students during the COVID-19 pandemic.
- Membership in the Northern California College Promise Coalition for the City of Rancho Cordova in the amount of \$10,000.

Year 4 – Promise recipients attending Folsom Lake College during the 2022/23 academic year.

\$8,000	Temporary Classified Employee supporting the Promise Program recipients
\$27,162	Tuition, Fees, Supplies, and Incentives: \$46/unit x 12 units x 100 students x 2 semesters. It is acknowledged that students may take as few as 6 units or as many as 18 units per semester.
\$10,000	Northern California College Promise Coalition Membership Fees
\$45,162	Total Year 4

Use of Funds: As of Year 4 of the agreement, the model was updated to provide more flexibility to the needs of students. Promise Program Scholarship recipients are to receive up to \$883 per semester paid directly by Folsom Lake College. As of 2021 / 22 academic year and stopping in 2024 / 25 academic year, Folsom Lake College agrees to pay for City of Rancho Cordova's membership in the Northern California College Promise Coalition in the amount of \$10,000.

Year 5 – Promise recipients attending Folsom Lake College during the 2023/24 academic year

As acknowledged earlier in Exhibit A, Section 2, funding was not spent uniformly across all years resulting in Provider expending funds advanced to them in subsequent years. Therefore, starting in Year 5 no additional dollars are shown.

Use of Funds: During Year 5 of the agreement, the funding model that started in year four was continued. Promise Program Scholarship recipients are to receive up to \$883 per semester paid

ITEM 9.5.**ATTACHMENT 2
CONTRACT NO.: 165-2018-3**

directly by Folsom Lake College. Folsom Lake College also agrees to pay for City of Rancho Cordova's membership in the Northern California College Promise Coalition in the amount of \$10,000. This practice ended June of 2025.

Year 6 – Promise recipients attending Folsom Lake College during the 2024/25 academic year.

As acknowledged earlier in Exhibit A, Section 2, funding was not spent uniformly across all years resulting in Provider expending funds advanced to them in subsequent years. Therefore, in Year 6 no additional dollars are shown.

Use of Funds: During Year 6 of the agreement, the funding model from year 4 and 5 were continued. Promise Program Scholarship recipients are to receive up to \$883 per semester paid directly by Folsom Lake College (Folsom Lake College also agrees to pay for City of Rancho Cordova's membership in the Northern California College Promise Coalition in the amount of \$10,000. This practice ended June of 2025).

Year 7 – Promise recipients attending Folsom Lake College during the 2025/26 academic year.

As acknowledged earlier in Exhibit A, Section 2, funding was not spent uniformly across all years resulting in Provider expending funds advanced to them in subsequent years. Therefore, in Year 7 no additional dollars are shown.

Use of Funds: During Year 7 of the agreement, the funding model from year 4 to 6 were continued. Promise Program Scholarship recipients are to receive up to \$883 per semester paid directly by Folsom Lake College.

a. Unexpended Funds. If any funds advanced to Provider remain unexpended upon the expiration of the term of this Agreement, Provider shall continue to use these funds until the grant monies have been expended until June 30, 2025. These grant funds shall be used prior to a new agreement being executed. City will continue to collaborate with the Provider on the Use of Funds and meet regularly to discuss the impacts, outcomes, and design of the grant to maximize the Use of Funds wholly.

b. The Parties acknowledge the enactment of AB 19, establishing the California College Promise program. In the event that the State allocates funding for that program which would be available to provide substantially the same benefits as those set forth above to students eligible for funding under the terms of this Agreement, the Parties agree to meet in order to evaluate whether the City funds allocated herein should be reallocated for other purposes or costs.

Eligibility Criteria for Qualification of Recipients for Services: Each scholarship recipient must:

- Have been a resident of Rancho Cordova at the time he or she graduated from high school or be a veteran resident of Rancho Cordova.
- Attend Folsom Lake College the fall semester immediately following graduation from high school as a student or at any time as a military veteran (at least 6 units). It is acknowledged that during the COVID-19 pandemic, Folsom Lake College administrators allowed high school graduates to start college at a later time as a Promise Program recipient due to pandemic related challenges.

- Continue to be a resident of Rancho Cordova to be a second-year recipient of the Rancho Cordova Promise Program. Residency will be reviewed at time of second year enrollment to determine eligibility for this additional benefit.

It is further acknowledged that participating veterans may be full-time as well as continuing part-time students. Provider shall keep documentation confirming eligibility requirements were met.

3. Allocation and Payment of Funds: City shall pay the funds to the Folsom Lake College Foundation as follows:

- City shall advance \$150,540 to the Folsom Lake College Foundation on or before June 1, 2019 to cover student scholarship awards for the 2019/20 academic year.
- City shall advance \$150,540 to the Folsom Lake College Foundation on or before June 1, 2020 to cover student scholarship awards for the 2020/21 academic year.
- City shall advance \$150,540 to the Folsom Lake College Foundation on or before June 1, 2021 to cover student scholarship awards for the 2021/22 academic year.
- City shall advance \$95,000 to the Folsom Lake College Foundation on or before June 1, 2026 to cover anticipated costs through June 30, 2025.
- In item 2.a above for Unexpended Funds, Provider and City agree to allow Provider to continue using funds until all grant monies are expended.

In the event that any Report for Use of City Funds and/or Outcomes Report which is due to be filed prior to the date upon which a payment is otherwise due, has not been timely filed, City shall not be obligated to make any additional payments based on the submission of invoices until two weeks after the date on which the delinquent reports are received by City and have been reviewed and been determined to comply with the requirements herein.

All requests for the payment of funds shall be due to City by the termination date of this Agreement. The City acknowledges, however, that there may be circumstances when Provider may be unable to do so because it may not yet have received an invoice from a vendor prior to that date. In that case Provider may submit a final request for payment within 60 days after the termination date of the Agreement. City shall not be required to make any payments based on requests submitted more than 60 days after the termination date.

4. Separate Agreement. It is hereby acknowledged that the Parties have previously entered into an agreement for City Funds dated October 1, 2017 (the 2017 Agreement). The 2017 Agreement term ended on June 30, 2019, however the Parties mutually agreed to allow the Provider the ability to expend the remaining funding advanced to Provider by City beyond the original term end date of June 30, 2019. The Provider was granted the ability to spend the funding advanced to them under the 2017 Agreement up until June 30, 2022 and this is further

extended to June 30, 2025. The Parties further acknowledge and agree that this Agreement does not supersede the 2017 Agreement, and this Agreement is a wholly separate agreement, to be administered and implemented separately and independently.

5. Reports: Provider shall file the following reports with City on the dates set forth below:

5.1 Report for Use of City Funds:

Year 1: April 30, 2020, for fall 2019 semester and November 30, 2020, for spring 2020 semester
Year 2: April 30, 2021, for fall 2020 semester and November 30, 2021, for spring 2021 semester
Year 3: April 30, 2022, for fall 2021 semester and November 30, 2022, for spring 2022 semester
Year 4: April 30, 2023, for fall 2022 semester and November 30, 2023, for spring 2023 semester
Year 5: April 30, 2024, for fall 2023 semester and November 30, 2024, for spring 2024 semester
Year 6: April 30, 2025, for fall 2024 semester and November 30, 2025, for spring 2025 semester
Year 7: April 30, 2026, for fall 2025 semester and November 30, 2026, for spring 2026 semester

The Report for Use of City Funds shall include the information set forth in Exhibit B

5.2 Outcomes Report:

Year 1: April 30, 2020, for fall 2019 semester and November 30, 2020, for spring 2020 semester
Year 2: April 30, 2021, for fall 2020 semester and November 30, 2021, for spring 2021 semester
Year 3: April 30, 2022, for fall 2021 semester and November 30, 2022, for spring 2022 semester
Year 4: April 30, 2023, for fall 2022 semester and November 30, 2023, for spring 2023 semester
Year 5: April 30, 2024, for fall 2023 semester and November 30, 2024, for spring 2024 semester
Year 6: April 30, 2025, for fall 2024 semester and November 30, 2025, for spring 2025 semester
Year 7: April 30, 2026, for fall 2025 semester and November 30, 2026, for spring 2026 semester

The Outcomes Report shall include the information set forth in Exhibit C.

EXHIBIT B**REPORT FOR USE OF CITY FUNDS**

Address: 10 College Parkway Folsom, CA 95630

Telephone: 916-608-6572

Email: Pimenta@flc.losrios.edu

Contact Person/Title: Dr. Art Pimentel/President

Report Due Dates:

1. Year 1: April 30, 2020, for fall 2019 semester
2. Year 1: November 30, 2020, for spring 2020 semester
3. Year 2: April 30, 2021, for fall 2020 semester
4. Year 2: November 30, 2021, for spring 2021 semester
5. Year 3: April 30, 2022, for fall 2021 semester
6. Year 3: November 30, 2022, for spring 2022 semester
7. Year 4: April 30, 2023, for fall 2022 semester
8. Year 4: November 30, 2023, for spring 2023 semester
9. Year 5: April 30, 2024, for fall 2023 semester
10. Year 5: November 30, 2024, for spring 2024 semester
11. Year 6: April 30, 2025, for fall 2024 semester
12. Year 6: November 30, 2025, for spring 2025 semester
13. Year 7: April 30, 2026, for fall 2025 semester
14. Year 7: November 30, 2026, for spring 2026 semester

Report Accounting Periods:

1. Year 1: July 1, 2019 – December 31, 2019
2. Year 1: January 1, 2020 – June 30, 2020
3. Year 2: July 1, 2020 – December 31, 2020
4. Year 2: January 1, 2021 – June 30, 2021
5. Year 3: July 1, 2021 – December 31, 2021
6. Year 3: January 1, 2022 – June 30, 2022
7. Year 4: July 1, 2022 – December 31, 2022
8. Year 4: January 1, 2023 – June 30, 2023
9. Year 5: July 1, 2023 – December 31, 2023
10. Year 5: January 1, 2024 – June 30, 2024
11. Year 6: July 1, 2024 – December 31, 2024
12. Year 6: January 1, 2025 – June 30, 2025
13. Year 7: April 30, 2026, for fall 2025 semester
14. Year 7: November 30, 2026, for spring 2026 semester

City funds received during reporting period:

ITEM 9.5.**ATTACHMENT 2
CONTRACT NO.: 165-2018-3**

Report shall list the number of grant recipients (both high school student and Veteran), amount awarded to each recipient to include Enrollment Fees, Student Representation Fee, Health Services Fee, Universal Transit Pass Fee, semester parking permit, gift cards, textbooks, and course related school supplies. Additionally, the report shall include the amount awarded to Promise mentors, as incentives, and as Promise to Career scholarships. Additionally, any funds spent on activities to attract or retain Promise Program students or on membership in the Northern California College Promise Coalition shall be documented in the Report.

City funds expended during reporting period (please attach all receipts and proof of payments made using City funds): *[this should include a total and what it was spent on, including any line items, if applicable, and attach receipts or proof of expenditures]*

Units of service provided during this period (if applicable):

Units of service provided to City Residents during this period (if applicable):

The Reports shall include copies of documentation for all expenditures of the funds granted pursuant to this Agreement. Such documentation may include receipts, cancelled checks, credit card statements, or other evidence acceptable to City, and must clearly document the amount and purpose of the expenditure. Expenditures which are not so documented are not eligible for funding under this Agreement.

EXHIBIT C**OUTCOMES REPORT**

Address: 10 College Parkway Folsom, CA 95630

Telephone: 916-608-6572

Email: Pimenta@flc.losrios.edu

Contact Person/Title: Dr. Art Pimentel/President

1. Year 1: April 30, 2020, for fall 2019 semester
2. Year 1: November 30, 2020, for spring 2020 semester
3. Year 2: April 30, 2021, for fall 2020 semester
4. Year 2: November 30, 2021, for spring 2021 semester
5. Year 3: April 30, 2022, for fall 2021 semester
6. Year 3: November 30, 2022, for spring 2022 semester
7. Year 4: April 30, 2023, for fall 2022 semester
8. Year 4: November 30, 2023, for spring 2023 semester
9. Year 5: April 30, 2024, for fall 2023 semester
10. Year 5: November 30, 2024, for spring 2024 semester
11. Year 6: April 30, 2025, for fall 2024 semester
12. Year 6: November 30, 2025, for spring 2025 semester
13. Year 7: April 30, 2026, for fall 2025 semester
14. Year 7: November 30, 2026, for spring 2026 semester

Report Accounting Periods:

1. Year 1: July 1, 2019 – December 31, 2019
2. Year 1: January 1, 2020 – June 30, 2020
3. Year 2: July 1, 2020 – December 31, 2020
4. Year 2: January 1, 2021 – June 30, 2021
5. Year 3: July 1, 2021 – December 31, 2021
6. Year 3: January 1, 2022 – June 30, 2022
7. Year 4: July 1, 2022 – December 31, 2022
8. Year 4: January 1, 2023 – June 30, 2023
9. Year 5: July 1, 2023 – December 31, 2023
10. Year 5: January 1, 2024 – June 30, 2024
11. Year 6: July 1, 2024 – December 31, 2024
12. Year 6: January 1, 2025 – June 30, 2025
13. Year 7: April 30, 2026, for fall 2025 semester
14. Year 7: November 30, 2026, for spring 2026 semester

The Reports shall describe the services and/or programs provided, number of participants or attendees, and include photographs.

ITEM 9.5.

**ATTACHMENT 2
CONTRACT NO.: 165-2018-3**

For all Fall Semester Outcomes Reports, the following information should also be included:

- # of Applicants
- # of Accepted students
- # of Enrolled students
- Feeder high school enrollment trends
- Basic demographics
- Stats related to incentives awarded, Promise mentors employed, Promise to Career scholarships awarded, and any basic needs gift cards and/or emergency hotel program stays
- Number of participants and schools for participation in events to attract or retain Promise Program students.

For all Spring Semester Outcomes Reports, the following information should also be included in addition to the requirements of the Fall Semester Outcomes Reports:

- Previous fall semester retention and success rate
- Previous fall to spring semester persistence rate

In addition to traditional Outcomes Reports, the City of Rancho Cordova may request data or reports related to the following items as part of its “Support for Center Clerk” and membership in the Northern California College Promise Coalition:

- Student mentoring program focused on student outcomes;
- Outreach to high school students including a letter to all seniors graduating from high school in Rancho Cordova;
- Career path programs for non-traditional students (returning students, older students, enrolled in 6+units) to support students gaining employment in moderate/higher wage jobs that are generally 3 semesters or less;
- Number of Veterans served per semester;
- General enrollment trends;
- Communication about in-person and online class trends (% of each offered per semester);
- Communication about Phase II Groundbreaking at the Rancho Cordova Center, and impact to classes and programs and/or student enrollment; and
- Details about the staffing support services provided under this grant.

During the term of this Agreement, additional reports and data may be requested as part of the City of Rancho Cordova’s membership in the Northern California College Promise Coalition. This may include annual, quarterly, or monthly requests for student demographic data, information about partnerships to support student success, and other initiatives.

MEMORANDUM



ITEM 9.6.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Drew Hart, Senior Transportation Planner
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-163 WITH DKS & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR PROFESSIONAL ENGINEERING PLANNING AND ENGINEERING SERVICES FOR THE TRANSPORTATION PLANNING AND ENGINEERING DIVISION**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2025-163 with DKS & Associates, Inc. in an amount not to exceed \$1,000,000 for on-call professional transportation planning and engineering services.

BACKGROUND

The Public Works Department utilizes qualified consulting firms to support transportation planning and engineering services that require specialized expertise, supplement staff capacity, and provide continuity on complex or time-sensitive projects. On-call agreements enable the city to access these resources efficiently and cost-effectively as project needs arise.

DKS & Associates is being recommended for direct selection based on their extensive history of service to the City of Rancho Cordova and their deep familiarity with the city's transportation network, policies, and procedures. Their institutional knowledge allows for a high level of efficiency and consistency in project delivery, reducing the need for additional orientation or duplication of prior work. This partnership approach ensures that the city can continue advancing its transportation priorities with minimal disruption and strong technical continuity.

The proposed on-call contract is for a three-year term, with the city's option to extend the agreement for up to two additional one-year periods. The total not-to-exceed contract amount is \$1,000,000 over the full potential term.

FISCAL IMPACT AND FUNDING SOURCE

Transportation planning and engineering efforts are paid through various funding sources earmarked for the projects. The total contract value is \$1,000,000 per contract over the full term of the contract with specific tasks drawing down against the full contract amount.

These services do not impact the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-163

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-163 WITH DKS & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR ON-CALL PROFESSIONAL TRANSPORTATION PLANNING AND ENGINEERING SERVICES

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2025-163 with DKS & Associates, Inc. in an amount not to exceed \$1,000,000 for on-call professional transportation planning and engineering services; and

WHEREAS, the Public Works Department employs the assistance of qualified consultants for transportation planning and engineering services in order to provide subject matter expertise and flexibility to adapt to variable workload demands; and

WHEREAS, the contract will be paid through various funding sources earmarked for the projects. The contract does not impact the city's general fund; and

WHEREAS, on-call Transportation Planning and Engineering contracts allow the city to draw upon greater resources, thus increasing the ability to handle workload peaks and respond nimbly to city needs.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2025-163 with DKS & Associates, Inc. in an amount not to exceed \$1,000,000 for on-call professional transportation planning and engineering services.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

**ON-CALL PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND DKS & ASSOCIATES, INC.**

THIS AGREEMENT (hereinafter referred to as "Agreement") for professional services is made by and between the City of Rancho Cordova, a California municipal corporation, (herein "City") and DKS & Associates, Inc. ("Professional") as of July 1, 2025.

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2028, with the City's option to extend for up to two additional one-year terms. Professional shall complete the services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. The period of performance for each specific task shall be in accordance with the Task Order for that task. If work on a Task Order is in progress on the expiration date of this contract, the terms of the contract shall be extended by a contract amendment.
- 1.2 Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement consistent with the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

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

Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 10, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and

provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

Professional hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.
Initial

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities

contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

Professional hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.

Initial

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed

professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

Professional hereby acknowledges and agrees to the insurance requirements set forth in this section which shall be monitored for compliance by Ebix, RCS, Inc.
 Initial

4.4 All Policies Requirements.

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

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

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

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

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

SECTION 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirements.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.
- 5.3 Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

SECTION 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and

assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means and methods by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

SECTION 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing,

Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

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

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this

Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

8.6 Options upon Breach by Professional. If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

8.6.3 Retain a different Professional to complete the services described in Exhibit A not finished by Professional; and

8.6.4 Charge Professional the difference between the cost to complete the services described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Professional's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

SECTION 10. MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

10.8 Solicitation. Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Drew Hart ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices.

Any written notice to City shall be sent to:

ATTN: Drew Hart
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Any written notice to Professional shall be sent to:

ATTN: Jim Damkowitch, Managing Director
DKS Associates
428 J Street, Suite 340
Sacramento, CA 95814
Email Address (for Insurance Update Requests):
Jim.damkowitch@dksassociates.com

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

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

- 10.12 Integration.** This Agreement, including the scope of services attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Micah Runner, City Manager

Mike Thomas, Chief Financial Officer

Date:_____

Date:_____

Attest:

Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date:_____

**EXHIBIT A
SCOPE OF SERVICES**

Scope of Work

The Consultant shall only perform work that is assigned in an authorized Task Order. The executed on-call contract does not guarantee that a Task Order will be issued.

The Consultant shall provide Professional Transportation Planning, Transportation Engineering, Traffic Engineering, Roadway Design, Community Engagement, and Transit Planning and Programming for a wide range of services and public works projects. The Consultant shall prepare reports and develop plans, specifications, and estimates (PS&E) in accordance with the latest Caltrans, Sacramento County, and City standards, the State Local Assistance Procedures Manual, and other appropriate documents.

The consultant shall manage resources, control costs, and complete work in adherence to the agreed upon project schedule and will assign a Project Manager who will act as the City's primary contact and will be entirely responsible for project management activities throughout the life of the Project (including subconsultant work, if applicable).

These services are further described in the following sections.

TASK 01: DEVELOPMENT SUPPORT SERVICES

DKS will assist the City in reviewing development applications for aspects related to the transportation system. This includes reviewing Local Traffic Analyses (LTAs) and Traffic Impacts Analyses (TIAs) prepared by developers' consultants. This may also include developing these studies for City lead projects. DKS will assist staff in preparing conditions of approval for developments.

TASK 02: TRANSPORTATION PLANNING

DKS will prepare and/or review Specific Plans, Corridor Plans, Transit Service Plans, Development Phasing Plans, and Feasibility Studies as they relate to the transportation system. DKS may support staff with the management and review of these plans and studies. As part of this task, DKS may support the implementation/update of transportation fee programs including the Transportation Development Impact Fee. DKS may provide support in implementing City Policy objectives related to the transportation system including reducing vehicle miles traveled (VMT) and supporting pedestrian, bicycle, and transit travel within the City.

TASK 03: TRAVEL DEMAND MODELING SUPPORT

DKS will support City staff in short-term and long-term planning by updating and maintaining the City Travel Demand Model (TDM) and providing guidance to City staff on its application. This can include running various scenarios to support City planning projects, discussions with outside organizations on the models use and application, and providing support related to the application of the travel demand model.

TASK 04: TRAFFIC OPERATIONS ANALYSIS AND SIGNAL TIMING

DKS will assist City staff in maintaining traffic operations on the City's roadway system. This includes conducting traffic analysis, coordinating with the County of Sacramento on the City's behalf in supporting signal operations and maintenance, developing traffic control plans for construction, emergencies, and/or major events, conducting speed surveys, and facilitating and/or conducting traffic data collection as needed. DKS may support City staff in developing plans to transition the operations and maintenance of traffic signals within the City from Sacramento County to the City of Rancho Cordova.

TASK 05: TRAFFIC ENGINEERING DESIGN SERVICES

DKS will support the City in the preparation of design Plans, Specifications, and Estimate (PS&E) for transportation infrastructure projects including ITS projects, traffic signals, and multi-modal enhancements (such as bicycle, pedestrian, and/or transit enhancements). This support will extend to plan review of designs submitted to the City. DKS will also prepare or review signing and striping plans, lane reassignment (road diet) plans, quick-build projects, and traffic calming plans. This work may also include preparation or review of project cost estimates.

TASK 06: ROUNDABOUT DESIGN REVIEW SERVICES

DKS will review and provide comments on behalf of City staff for roundabout design. This can include the review of traffic operations, comments on lane configuration, preparing independent fastest path checks, review and comment on design vehicle/truck paths, preparing intersection and stopping sight distance checks, and review of the overall geometric design and comments. These can be initiated by either new development projects or capital improvement program roadway investments. DKS will assist staff in

preparing comments and subsequent reviews (if needed) on proposed roundabout designs.

TASK 07: COMMUNITY ENGAGEMENT

DKS will support City staff by actively involving members of the community in discussions, decision-making, and activities that impact their collective well-being. DKS will assist the City in building trust, fostering collaboration, and creating solutions that benefit both individual communities and the City at large. This interaction can take on various forms including town hall meetings, online forums, and individual and small group discussions. The goal of these efforts is to empower individuals and groups to play an active role in shaping the decisions and actions that affect their communities. This will include developing engagement approach plans and schedules, creating outreach materials and surveys, and summarizing and reporting on engagement efforts.

TASK 08: GRANT APPLICATION SUPPORT

DKS will prepare, review, and/or submit grant applications on behalf of City staff. This can include the tracking of grant programs, the evaluation of potential projects and their alignment and competitiveness for the grant program, the production of application materials, and the successful submission of applications.

TASK 09: TRAFFIC SAFETY ANALYSIS

DKS will conduct location-based safety analysis for the City with the intent to identify specific improvement needs based on collision trends and engineering standards. DKS will also assist City staff with preparation and/or review of larger systemic safety analysis studies which provide information on collision trends at the corridor, community, or citywide scales of analysis. DKS will assist the City in evaluating systemic safety analysis findings to determine what policies, procedures, and improvements should be made to respond to identified collision trends.

TASK 10: MUNICIPAL SERVICES, GENERAL STAFF SUPPORT, STAFF TRAINING, AND STAFF AUGMENTATION

DKS will work with City staff to help build and maintain technical expertise and staff capacity to serve key City functions related to transportation planning and engineering.

This will include providing staff augmentation services and participating in the following municipal functions as needed:

- Attending and participating in meetings with City staff, partner agencies, developers, and/or other entities while representing the interests of the City
- Prepare agreements, staff reports, and budgets related to Traffic/Transportation Projects and other Public Works efforts
- Update, develop, and/or advise on the application of City standards and policies related to transportation systems and infrastructure
- Organize, track, follow-up, and coordinate plan review documents
- Support grant- and local- funded transportation plans, studies, and designs
- Provide formal and informal staff training and capacity building
- Participate in Public Works Department growth planning
- Serve as the City Traffic Engineer
- Advise on Public Works Department expanding programs including support initiating of transportation programs and policies (i.e., traffic count program)

TASK 11: OTHER SERVICES AS NEEDED

In addition to the services listed above, DKS may provide the following services on an as-need basis or in support of the other service categories as already described:

- Transit Planning and Programming
- Participation in Federally Required Forms and Applications
- Participate in and/or organize Public Information Meetings
- Graphic Design/Renderings/simulations
- Event Transportation Planning and Traffic Control Plans
- Oversight of traffic volume, speed, and/or parking count data collection and evaluations of such data
- Preparation of Engineering and Traffic Surveys for the purpose of setting speed limits

EXHIBIT B
COMPENSATION SCHEDULE

MEMORANDUM



ITEM 9.7.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Persephonie Riley, Assistant City Clerk
Stacy Leitner, City Clerk
SUBJECT: **A RESOLUTION AMENDING RESOLUTION NO. 5-2004 AND
RESOLUTION NO. 185-2004 TO UPDATE THE DATE ON WHICH THE
CITY COUNCIL SHALL ANNUALLY SELECT A MAYOR AND VICE
MAYOR**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would amend Resolution No. 5-2004 and Resolution No. 185-2004 to update the date on which the City Council shall annually select a Mayor and Vice Mayor.

BACKGROUND

On July 1, 2003, the City of Rancho Cordova adopted Resolution No. 01-2003 approving the selection of one of its members to serve as Mayor and Mayor Pro Tempore at the first regular Council meeting after January 1 of each year. On January 5, 2004, Resolution No. 5-2004 updated the selection of the Mayor and Mayor Pro Tempore to the first regular meeting in December each year. In December of 2004 the City Council adopted Resolution No. 185-2004, revising the title of Mayor Pro Tempore to Vice Mayor; however, the resolution did not specify the timing of the selection of the mayor and vice mayor.

Staff recommends amending the timing of the annual selection of the Mayor and Vice Mayor to provide greater flexibility in scheduling and to align with the certification of election results. Specifically, staff recommends that the City Council adopt a resolution amending Resolution Nos. 5-2004 and 185-2004 to clarify the timing of this annual selection. In non-election years, the City Council shall select one of its members as Mayor and one as Vice Mayor between November 14 and December 31. Pursuant to California Government Code Section 36801, in election years, the City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the elections results and the installation of elected officials, choose one of its members as Mayor, and one of its members as Vice Mayor.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING RESOLUTION NO. 5-2024 AND RESOLUTION NO. 185-2004 TO UPDATE THE DATE ON WHICH THE CITY COUNCIL SHALL ANNUALLY SELECT A MAYOR AND VICE MAYOR

WHEREAS, on July 1, 2003, the City Council adopted Resolution No. 01-2003 in accordance with Government Code Section 36801 to select one of its members to serve as Mayor and one of its members to serve as Mayor Pro Tempore; and

WHEREAS, Resolution No. 01-2003 also stated that the selection of Mayor and Mayor Pro Tempore would take place at the first regular Council meeting after January 1 of each year; and

WHEREAS, on January 5, 2004, City Council adopted Resolution No. 5-2004 which updated the selection of the Mayor and Mayor Pro Tempore to the first regular City Council meeting in December of each year; and

WHEREAS, on December 6, 2004, the City Council adopted Resolution No. 185-2004 which changed the designation of "Mayor Pro Tempore" to "Vice Mayor" and amended Resolution No. 5-2004 to reflect the change; and

WHEREAS, in recognition of the timing of the election result certification and other potential scheduling considerations, staff recommends amending the timing of the annual selection of the Mayor and Vice Mayor to allow for greater flexibility.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does here by amend Resolution No. 5-2004 and 185-2004 as follows:

1. In non-election years, the City Council shall select one of its members as Mayor and one as Vice Mayor between November 14 and December 31. Pursuant to California Government Code Section 36801, in election years, the City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the elections results and the installation of elected officials, choose one of its members as Mayor, and one of its members as Vice Mayor.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ITEM 9.7.

ATTACHMENT 1

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

MEMORANDUM



ITEM 9.8.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Finance Manager
SUBJECT: **A RESOLUTION APPROVING THE ANNEXATION OF LAND INTO IMPROVEMENT AREA NO. 1 OF THE CITY OF RANCHO CORDOVA THE PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve Annexation Map No. 1 for land into The Preserve Community Facilities District No. 2025-1 (hereinafter "CFD No. 2025-1"), and direct the City Clerk to execute and record the Boundary Map and Notice of Special Tax Lien for the project.

BACKGROUND

On February 3, 2025, the city adopted a Resolution of Intention to establish The Preserve Community Facilities District No. 2025-1 (the "CFD"). On March 17, 2025, pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"), the city adopted Resolution 26-2025 forming CFD No. 2025-1 and also designated Improvement Area No. 1, and established a Future Annexation Area (the "Future Annexation Area") for the CFD.

The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent. Defining the Future Annexation Area provided the resolution of intention, noticing, and public hearing for the entire Future Annexation Area so these steps do not need to be repeated for each annexation. The annexation process for projects within the Future Annexation Area has been simplified to receiving a petition and waiver from the property owner(s), the City Council approved the Annexation Boundary Map by resolution, followed by the recording of the Annexation Map and Notice of Special Tax Lien by the City Clerk.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact to the city. Any Special tax Bonds to be issued on behalf of the CFD are secured solely by the Special Tax levies within the District and are not debt of the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Unanimous Approval

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING ANNEXATION OF LAND INTO IMPROVEMENT AREA NO. 1 OF THE CITY OF RANCHO CORDOVA THE PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1

WHEREAS, this Council has previously established The Preserve Community Facilities District No. 2025-1 (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”), and formed the CFD pursuant to Resolution No. 26-2025 adopted on March 17, 2025 (the “Resolution of Formation”) and thereby also designated Improvement Area No. 1 therein, and established a Future Annexation Area for the CFD (the “Future Annexation Area”); and

WHEREAS, the Resolution of Formation provides that annexations into the CFD from land within the Future Annexation Area may be made by Unanimous Approval of the landowner without Council action, however the city desires that Council action be taken for the annexations from the Future Annexation Area; and

WHEREAS, the owner of all the territory within the Future Annexation Area (together, the “Owner”) has executed and delivered to the city a Unanimous Approval (the “Unanimous Approval”) for annexation of the Owner’s land into the CFD, in the form attached hereto as Exhibit A, pursuant to which the Owner has requested annexation of land described in Exhibit A to the Unanimous Approval (the “Annexation Property”) to be annexed into Improvement Area No. 1, and sets forth other matters related thereto; and

WHEREAS, this Council desires to annex the Annexation Property into Improvement Area No. 1 of the CFD and approve related matters as requested in the Unanimous Approval; and

WHEREAS, pursuant to the Unanimous Approval, the Owner has certified that, based upon its knowledge and familiarity with the Annexation Property there are no registered voters residing on any of the land within the Annexation Property and that it comprises the sole ownership entity which is the record Owner of all the land within the Annexation Property, which Owner certification has been verified by consultants to the city; and

WHEREAS, on the basis of the Unanimous Approval, this Council finds that the Owner of one hundred percent (100%) of the property within the Annexation Property which would be affected by the adoption and approval of the matters stated therein, has requested, consented to and votes in favor of such adoption and approval in order to more effectively accomplish the authorized purposes of the CFD and the Annexation Property; and

WHEREAS, the Council wishes to accept the Unanimous Approval, accept the annexation of the Annexation Property into the CFD, all in furtherance of the authorized purposes of the CFD and the Annexation Property, and all as requested and approved by the Owner in the Unanimous Approval.

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

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

Section 2. The territory included in the existing CFD is set forth in the map of the CFD heretofore recorded on February 27, 2025, in Book 146 of Maps of Assessment and Community Facilities Districts at Page 3 in the Office of the County Recorder of the County of Sacramento as document number 2025-02270425 of the Maps of Assessment and Community Facilities Districts, to which map reference is hereby made. The territory now proposed to be annexed to the CFD is as shown on the Consolidated Boundary Map No. 1 shown as Exhibit B to the Unanimous Approval, the boundaries of which territory are hereby approved, and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Consolidated Boundary Map No. 1, showing the territory to be annexed, in the Office of the County Recorder of the County of Sacramento within fifteen days of the date of adoption of this Resolution.

Section 3. The RMA shown as Exhibit C to the Unanimous Approval is hereby approved and adopted and for all future purposes as applicable for the levy of the annual Special Tax on the land within Improvement Area No. 1, including the Annexation Property to finance the Facilities described in the Resolution of Formation, unless and until changed in accordance with the Act.

Section 4. The bonded indebtedness for the CFD was previously established in an amount not to exceed \$23,800,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, \$13,700,000 and (ii) for land within the Future Annexation Area, \$10,100,000. The Council finds that the Unanimous Approval requests that an improvement area structure not be used for the CFD and that the Authorization be applicable to all of Improvement Area No. 1. The Council hereby finds and approves the Authorization as applicable to all of the territory within Improvement Area No. 1 and the CFD.

Section 5. The Council hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of Sacramento an Amended Notice of Special Tax Lien, as required by Section 3117.5 of the California Streets and Highways Code, or a new notice of special tax lien pursuant to Section 3114.5, as appropriate, which evidences a tax lien applicable to the Annexation Property.

Section 6. It is hereby found that the actions taken by this Resolution are valid and in conformity with the Act, including in accordance with the authority granted to this Council as the legislative body of the CFD pursuant to the provisions Section 53312.5 and 53315 of the Act. It is hereby further found that all prior proceedings and actions taken by this Council related to the CFD were valid and in conformity with the Act.

Section 7. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

ITEM 9.8.

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

**UNANIMOUS APPROVAL
For Annexation to a Community Facilities District
and Related Matters**

**CITY OF RANCHO CORDOVA
The Preserve Community Facilities District No. 2025-1**

Annexation No. 1 (2025)

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

Members of the City Council:

Pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), the City Council of the City of Rancho Cordova adopted its Resolution No. 26-2025 adopted on March 17, 2025 (the "Resolution of Formation"), which, among other things: established the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the "CFD") and authorized the CFD to finance certain public facilities and related costs (together, the "Facilities").

This constitutes the Unanimous Approval (the "Unanimous Approval") of TPG AG EHC III (LEN) CA 1, L.P., a Delaware limited partnership, the record owner (the "Owner") of the fee title to the real property identified below and in Exhibit A (the "Property") herein requested to be annexed into Improvement Area No. 1 of the CFD from the Future Annexation Area. The Owner states as follows:

- 1. Owner.** This Unanimous Approval is submitted by the Owner, which hereby certifies as being the record owner(s) of fee title to the Property.
- 2. Approval of Annexation.** This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Owner in favor of the annexation of the Property into Improvement Area No. 1 of the CFD. All of the Property is located within the Future Annexation Area established for the CFD established pursuant to the Resolution of Formation.

In connection with the annexation, the Owner request that an improvement area structure not be used for the District and that the indebtedness limit and other authorizations for the entire CFD be applicable to all of the territory within Improvement Area No. a, as reconfigured to include the annexed land.

3. Approval of Special Tax and the Facilities. The Council is requested to expand Improvement Area No. 1 of the CFD to include the Property, as shown on the Annexation Map attached to this Unanimous Approval as Exhibit B.

This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Owner in favor of the levy of the maximum annual special tax (the "Special Tax") applicable to such land according to the IA1 Rate and Method as revised to reflect the annexation, which is set forth as Exhibit C attached hereto, and the unanimous approval and unanimous vote by the Owner in favor of the indebtedness limit, appropriations limit and all other authorizations of the CFD.

4. Vote. The Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Owner hereby waives all other rights with respect to the annexation of the Property to the CFD, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

5. Recordation of Amendment to Amended Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD, incorporating the authorized list of Facilities and the original Rate and Method for the CFD was recorded in the Office of the County Recorder of the County of Sacramento, State of California on April 1, 2025 as Document No. 2025-04010266.

The Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of Sacramento an Amended Notice of Special Tax Lien, as required by Section 3117.5 of the California Streets and Highways Code, or a new notice of special tax lien pursuant to Section 3114.5, as appropriate, which evidences a tax lien applicable to the Property.

6. Authority Warranted. The Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property.

7. Due Diligence and Disclosures. The Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Tax to purchasers of the Property or any part of it.

8. Agreements. The Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

9. The Property. The Property is identified by Assessor Parcel Numbers in Exhibit A hereto and made a part hereof and the Owner certifies that such listing is true and correct.

By executing this Unanimous Approval, the Owner agrees to all of the above.

Date: _____, 2025

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

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

By: _____

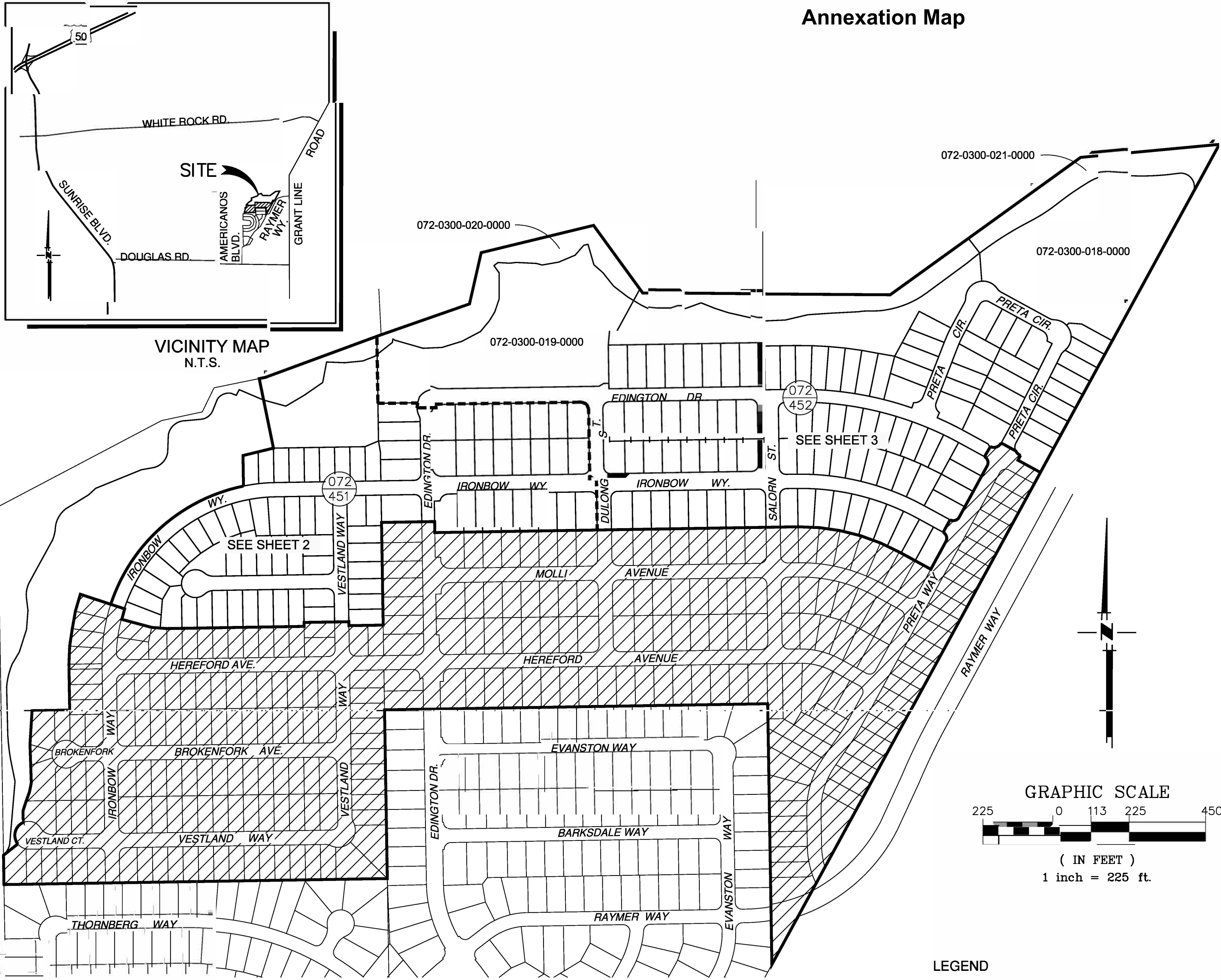
EXHIBIT ACITY OF RANCHO CORDOVA
The Preserve Community Facilities District No. 2025-1PROPERTY ANNEXED TO THE CFD

ASSESSOR'S PARCEL NO.	OWNER
072-4510-001-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-002-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-003-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-004-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-005-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-006-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-007-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-008-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-009-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-010-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-011-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-012-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-013-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-014-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-015-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-016-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-017-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-018-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-019-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-020-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-021-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-022-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-023-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-024-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-025-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-026-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-027-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-028-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-029-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-030-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-031-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-032-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-033-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-034-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-035-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-036-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-037-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-038-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-039-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-040-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-041-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-042-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-043-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-044-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-045-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-046-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-047-0000	TPG AG EHC III (LEN) CA 1, L.P.

ASSESSOR'S PARCEL NO.	OWNER
072-4510-048-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-049-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-050-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-051-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-052-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-053-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-054-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-055-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-056-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-057-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-058-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-001-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-002-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-003-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-004-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-005-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-006-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-007-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-008-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-009-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-010-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-011-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-012-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-013-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-014-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-015-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-016-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-059-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-060-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-061-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-062-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-063-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-064-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-065-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-066-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-067-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-068-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-069-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-070-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-071-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-072-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-073-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-074-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-075-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-076-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-077-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4510-078-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-017-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-018-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-019-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-020-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-021-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-022-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-023-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-024-0000	TPG AG EHC III (LEN) CA 1, L.P.

ASSESSOR'S PARCEL NO.	OWNER
072-4520-025-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-026-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-027-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-028-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-029-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-030-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-031-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-032-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-033-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-034-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-035-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-036-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-037-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-038-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-039-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-040-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-041-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-042-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-043-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-044-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-045-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-046-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-047-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-048-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-049-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-050-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-051-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-052-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-053-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-054-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-055-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-056-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-057-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-058-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-059-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-060-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-061-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-062-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-063-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-064-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-065-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-066-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-067-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-068-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-069-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-070-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-071-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-072-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-073-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-074-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-075-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-076-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-077-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-078-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-079-0000	TPG AG EHC III (LEN) CA 1, L.P.

ASSESSOR'S PARCEL NO.	OWNER
072-4520-080-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-081-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-082-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-083-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-084-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-085-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-086-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-087-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-088-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-089-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-090-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-091-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-092-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-093-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-094-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-095-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-096-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-097-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-098-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-099-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-100-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-101-0000	TPG AG EHC III (LEN) CA 1, L.P.
072-4520-102-0000	TPG AG EHC III (LEN) CA 1, L.P.



NOTES:

1. THIS CONSOLIDATED BOUNDARY MAP NO.1 REFLECTS THE ANNEXATION OF CERTAIN PARCELS INTO "IMPROVEMENT AREA NO. 1 OF THE CITY OF RANCHO CORDOVA THE PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA". REFERENCE IS MADE TO THE ORIGINAL BOUNDARY MAP OF THE DISTRICT RECORDED ON FEBRUARY 3RD, AT 10:00 AM, IN BOOK 146 OF MAPS OF COMMUNITY FACILITES DISTRICTS AT PAGE 3 (INSTRUMENT NO. 202502270425) IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WHICH THIS CONSOLIDATED BOUNDARY MAP NO. 1 AFFECTS.

2. REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF SACRAMENTO FOR THE DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREON.

- LEGEND**
- ASSESSOR'S PARCEL LOT LINE
 - SHEET INDEX BOUNDARY LINE
 - ASSESSOR'S PARCEL NUMBER
 - COMMUNITY FACILITIES DISTRICT NO. 2025-1
 - ASSESSORS BOOK AND PAGE
 - IMPROVEMENT AREA NO.1
 - ANNEXATION NO.1

BOOK _____ OF COMMUNITY FACILITIES DISTRICTS, PAGE _____

CONSOLIDATED BOUNDARY MAP NO. 1 OF
CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE THE CITY CLERK OF THE CITY OF RANCHO CORDOVA, THIS _____ DAY OF _____, 2025

CITY CLERK

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING CONSOLIDATED MAP NO. 1 OF THE CITY OF RANCHO CORDOVA THE PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AT A MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2025, BY ITS RESOLUTION NO. _____.

CITY CLERK

COUNTY RECORDER'S FILING STATEMENT

FILED THIS _____ DAY OF _____, 2025, AT THE HOUR OF _____ O'CLOCK ____M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER

BY: _____

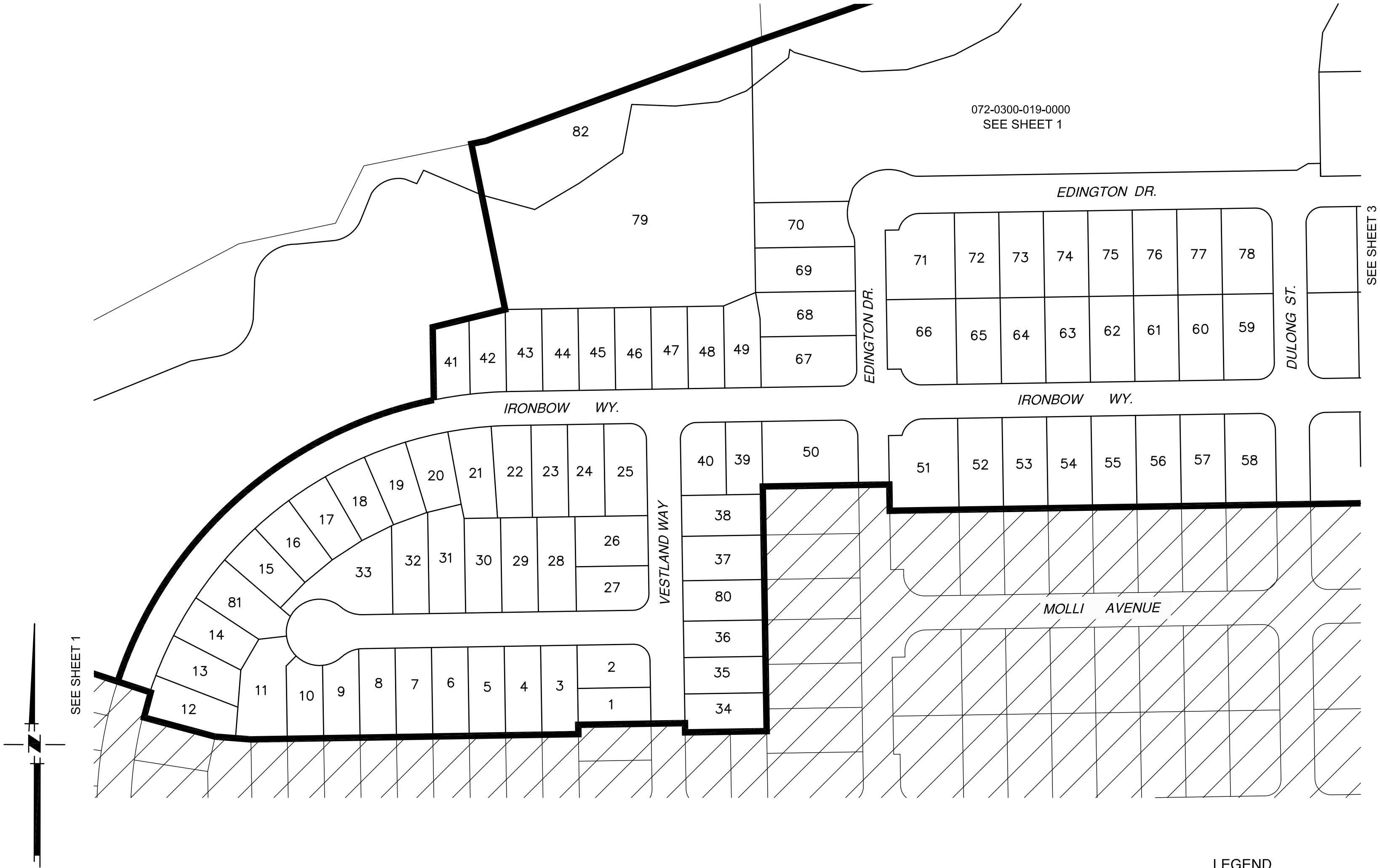
DEPUTY COUNTY RECORDER

FEE: \$ _____

FILE NO: _____



CONSOLIDATED BOUNDARY MAP NO. 1 OF
CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1



PARCELS WITHIN ANNEXATION NO. 1

MAP INDEX NO.	ASSESSORS PARCEL
1	072-4510-001-0000
2	072-4510-002-0000
3	072-4510-003-0000
4	072-4510-004-0000
5	072-4510-005-0000
6	072-4510-006-0000
7	072-4510-007-0000
8	072-4510-008-0000
9	072-4510-009-0000
10	072-4510-010-0000
11	072-4510-011-0000
12	072-4510-012-0000
13	072-4510-013-0000
14	072-4510-014-0000
15	072-4510-015-0000
16	072-4510-016-0000
17	072-4510-017-0000
18	072-4510-018-0000
19	072-4510-019-0000
20	072-4510-020-0000
21	072-4510-021-0000
22	072-4510-022-0000
23	072-4510-023-0000
24	072-4510-024-0000
25	072-4510-025-0000
26	072-4510-026-0000
27	072-4510-027-0000
28	072-4510-028-0000
29	072-4510-029-0000
30	072-4510-030-0000
31	072-4510-031-0000
32	072-4510-032-0000
33	072-4510-033-0000
34	072-4510-034-0000
35	072-4510-035-0000
36	072-4510-036-0000
37	072-4510-037-0000
38	072-4510-038-0000
39	072-4510-039-0000
40	072-4510-040-0000
41	072-4510-041-0000

MAP INDEX NO.	ASSESSORS PARCEL
41	072-4510-041-0000
42	072-4510-042-0000
43	072-4510-043-0000
44	072-4510-044-0000
45	072-4510-045-0000
46	072-4510-046-0000
47	072-4510-047-0000
48	072-4510-048-0000
49	072-4510-049-0000
50	072-4510-050-0000
51	072-4510-051-0000
52	072-4510-052-0000
53	072-4510-053-0000
54	072-4510-054-0000
55	072-4510-055-0000
56	072-4510-056-0000
57	072-4510-057-0000
58	072-4510-058-0000
59	072-4510-059-0000
60	072-4510-060-0000
61	072-4510-061-0000
62	072-4510-062-0000
63	072-4510-063-0000
64	072-4510-064-0000
65	072-4510-065-0000
66	072-4510-066-0000
67	072-4510-067-0000
68	072-4510-068-0000
69	072-4510-069-0000
70	072-4510-070-0000
71	072-4510-071-0000
72	072-4510-072-0000
73	072-4510-073-0000
74	072-4510-074-0000
75	072-4510-075-0000
76	072-4510-076-0000
77	072-4510-077-0000
78	072-4510-078-0000
79	072-4510-079-0000
80	072-4510-080-0000
81	072-4510-081-0000
82	072-4510-082-0000

LEGEND

- ASSESSOR'S PARCEL LOT LINE
- ASSESSOR'S PARCEL NUMBER
- COMMUNITY FACILITIES DISTRICT NO. 2025-1
- IMPROVEMENT AREA NO.1
- ANNEXATION NO.1

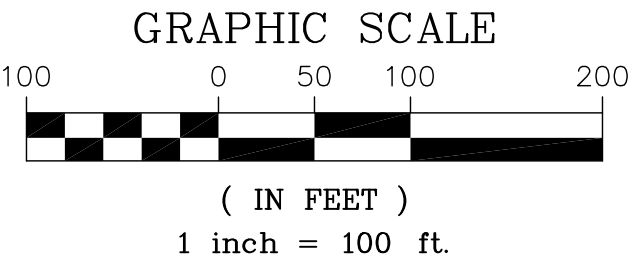
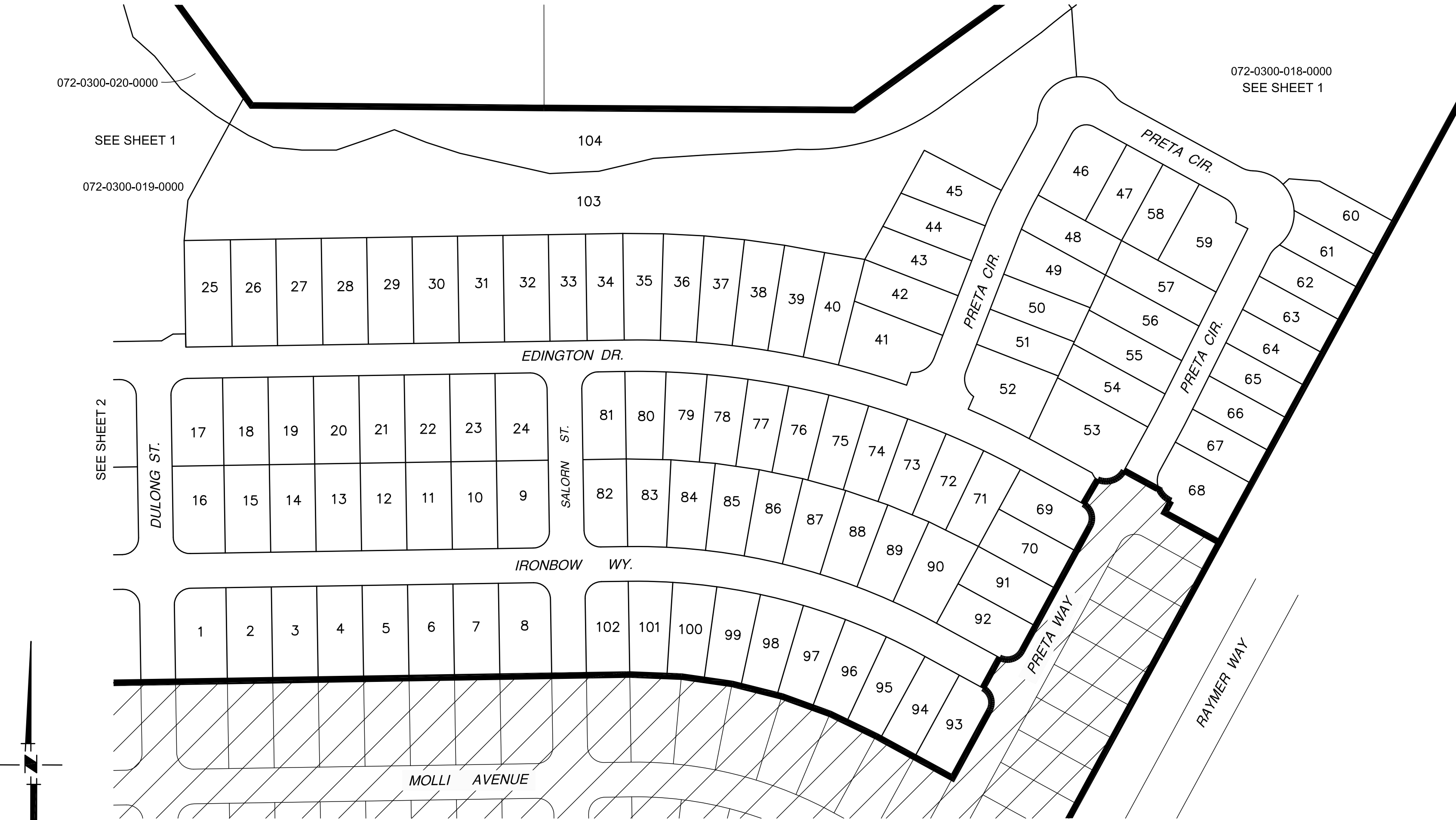


BOOK _____ OF COMMUNITY FACILITIES DISTRICTS, PAGE _____

CONSOLIDATED BOUNDARY MAP NO. 1 OF
CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1

PARCELS WITHIN ANNEXATION NO. 1

MAP INDEX NO.	ASSESSORS PARCEL	MAP INDEX NO.	ASSESSORS PARCEL
1	072-4520-001-0000	53	072-4520-053-0000
2	072-4520-002-0000	54	072-4520-054-0000
3	072-4520-003-0000	55	072-4520-055-0000
4	072-4520-004-0000	56	072-4520-056-0000
5	072-4520-005-0000	57	072-4520-057-0000
6	072-4520-006-0000	58	072-4520-058-0000
7	072-4520-007-0000	59	072-4520-059-0000
8	072-4520-008-0000	60	072-4520-060-0000
9	072-4520-009-0000	61	072-4520-061-0000
10	072-4520-010-0000	62	072-4520-062-0000
11	072-4520-011-0000	63	072-4520-063-0000
12	072-4520-012-0000	64	072-4520-064-0000
13	072-4520-013-0000	65	072-4520-065-0000
14	072-4520-014-0000	66	072-4520-066-0000
15	072-4520-015-0000	67	072-4520-067-0000
16	072-4520-016-0000	68	072-4520-068-0000
17	072-4520-017-0000	69	072-4520-069-0000
18	072-4520-018-0000	70	072-4520-070-0000
19	072-4520-019-0000	71	072-4520-071-0000
20	072-4520-020-0000	72	072-4520-072-0000
21	072-4520-021-0000	73	072-4520-073-0000
22	072-4520-022-0000	74	072-4520-074-0000
23	072-4520-023-0000	75	072-4520-075-0000
24	072-4520-024-0000	76	072-4520-076-0000
25	072-4520-025-0000	77	072-4520-077-0000
26	072-4520-026-0000	78	072-4520-078-0000
27	072-4520-027-0000	79	072-4520-079-0000
28	072-4520-028-0000	80	072-4520-080-0000
29	072-4520-029-0000	81	072-4520-081-0000
30	072-4520-030-0000	82	072-4520-082-0000
31	072-4520-031-0000	83	072-4520-083-0000
32	072-4520-032-0000	84	072-4520-084-0000
33	072-4520-033-0000	85	072-4520-085-0000
34	072-4520-034-0000	86	072-4520-086-0000
35	072-4520-035-0000	87	072-4520-087-0000
36	072-4520-036-0000	88	072-4520-088-0000
37	072-4520-037-0000	89	072-4520-089-0000
38	072-4520-038-0000	90	072-4520-090-0000
39	072-4520-039-0000	91	072-4520-091-0000
40	072-4520-040-0000	92	072-4520-092-0000
41	072-4520-041-0000	93	072-4520-093-0000
42	072-4520-042-0000	94	072-4520-094-0000
43	072-4520-043-0000	95	072-4520-095-0000
44	072-4520-044-0000	96	072-4520-096-0000
45	072-4520-045-0000	97	072-4520-097-0000
46	072-4520-046-0000	98	072-4520-098-0000
47	072-4520-047-0000	99	072-4520-099-0000
48	072-4520-048-0000	100	072-4520-100-0000
49	072-4520-049-0000	101	072-4520-101-0000
50	072-4520-050-0000	102	072-4520-102-0000
51	072-4520-051-0000	103	072-4520-103-0000
52	072-4520-052-0000	104	072-4520-104-0000



NOTE:

REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF SACRAMENTO FOR THE DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREON.

LEGEND

072-0300-018-0000 ASSESSOR'S PARCEL LOT LINE

ASSESSOR'S PARCEL NUMBER

COMMUNITY FACILITIES DISTRICT NO. 2025-1

IMPROVEMENT AREA NO.1

ANNEXATION NO.1



IA1 RATE AND METHOD (as revised for annexed land)**IMPROVEMENT AREA NO. 1
CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1****RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 1 of the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in Improvement Area No. 1, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to Improvement Area No. 1.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to Improvement Area No. 1, the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City and County in any way related to the establishment or administration of Improvement Area No. 1 and the CFD.

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

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

ITEM 9.8.

Exhibit A to the Resolution

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

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

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Special Tax and issued or assumed by or for Improvement Area No. 1 to fund Authorized Facilities.

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

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

“CFD” means the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1.

“CFD Formation” means the date on which the Resolution of Formation to form the CFD and to designate Improvement Area No. 1 was adopted by the City Council.

“City” means the City of Rancho Cordova.

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

“County” means the County of Sacramento.

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

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

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

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

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

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

“First Bond Sale” means issuance of the first series of Bonds secured, in whole or in part, by Special Taxes levied and collected from Parcels of Taxable Property in Improvement Area No. 1.

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

“Improvement Area No. 1” means Improvement Area No. 1 of the CFD.

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

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

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

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

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

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

“Other Property” means any Parcel of Developed Property in Improvement Area No. 1 that does not fit within the definition of Single Family Property.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 1.

“Owners Association Property” means any property within the boundaries of Improvement Area No. 1 that is owned in fee or by easement by an Owners Association, not including any such property that is located directly under a residential structure.

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

“Public Property” means any property within the boundaries of Improvement Area No. 1 that is owned by the City, federal government, State of California or other public agency.

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

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

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

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

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

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

“Special Tax” means a special tax levied in any Fiscal Year on Parcels in Improvement Area No.1 to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds; (iii) replenish reserve funds created for the Bonds under the Indenture to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year or, based on prior delinquencies, are expected to occur in the current Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax levied on Final Map Property or Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the definition of Special Tax Requirement may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent

that such earnings or balances are available to apply against such costs pursuant to the Indenture; (b) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of the City.

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

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

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

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

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

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

“Taxable Property” means all Parcels within the boundaries of Improvement Area No. 1 that are not exempt from the Special Tax pursuant to law or Section G below.

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

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

ITEM 9.8.

Exhibit A to the Resolution

“Tentative Map” means a tentative map or substantial conformance exhibit for property in Improvement Area No. 1, including any adjustments or amendments thereto.

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

“Welfare Exemption Property” means, in any Fiscal Year, any Parcels in Improvement Area No. 1 that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAX

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

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

C. MAXIMUM SPECIAL TAX

1. Developed Property and Final Map Property

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

Table 1
Base Special Tax
Developed Property and Final Map Property

Tax Zone	Land Use Category	Base Special Tax Fiscal Year 2024-25 *
Tax Zone 1	Single Family Property	\$1,268 per Residential Unit or SFD Lot
	Other Property	\$15,147 per Acre
Tax Zone 2	Single Family Property	\$1,539 per Residential Unit or SFD Lot
	Other Property	\$17,285 per Acre
Tax Zone 3	Single Family Property	\$1,533 per Residential Unit or SFD Lot
	Other Property	\$15,375 per Acre
Tax Zone 4	Single Family Property	\$2,053 per Residential Unit or SFD Lot
	Other Property	\$18,879 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

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

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

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

Tax Zone	Maximum Special Tax Fiscal Year 2024-25 *
Tax Zone 1	\$15,147 per Acre
Tax Zone 2	\$17,285 per Acre
Tax Zone 3	\$15,375 per Acre
Tax Zone 4	\$18,879 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. *Land Use Changes*

The Expected Maximum Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification

upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Special Tax Revenues.

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

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

- Step 1:** By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a prepayment has been made), the Administrator shall identify the Expected Maximum Special Tax Revenues prior to the Land Use Change.
- Step 2:** The Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from Taxable Property in Improvement Area No. 1 after the Land Use Change based on application of the Base Special Taxes from Table 1.
- Step 3:** If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

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

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

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

proportionately until the Expected Maximum Special Tax Revenues are sufficient to maintain Required Coverage.

Pursuant to this Section D.1, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

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

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

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

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 1. After the prepayment has been received, the application of Sections D and H of this RMA shall be based on the adjusted Expected Maximum Special Tax Revenues after the prepayment.

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

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of the Special Tax. The Maximum Special Tax for each such Parcel shall be determined based on the applicable Base Special Tax for the Parcel, as determined by the

Administrator. In addition, the Administrator shall update Attachment 2 to reflect the conversion and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 1.

4. *Reduction in Maximum Special Tax*

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

E. METHOD OF LEVY OF THE SPECIAL TAX

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

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

F. MANNER OF COLLECTION OF SPECIAL TAX

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

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Special Taxes be levied after Fiscal Year 2064-65. Under no circumstances may the Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

G. EXEMPTIONS

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

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

H. PREPAYMENTS

The following definitions apply to this Section H:

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

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

“Public Facilities Requirement” means either \$6 million in 2025 dollars, which shall increase on January 1, 2026, and on each January 1 thereafter by 2% of the amount in effect in the prior year or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by Improvement Area No. 1. The Public Facilities Requirement shown above may be adjusted each time property annexes into Improvement Area No. 1 or there is an adjustment to the Expected Maximum Special Tax Revenues due to a Land Use Change.

“Remaining Facilities Costs” means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds or Special Taxes, which amount shall not be less than \$0.

1. Full Prepayment

The Special Tax obligation applicable to a Parcel in Improvement Area No. 1 may be prepaid and the obligation of the Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

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

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

- Step 1.** Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.
- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in Improvement Area No. 1, as shown in Attachment 2.

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

ITEM 9.8.

the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

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

2. *Partial Prepayment*

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

3. *Maintaining Required Coverage*

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

I. INTERPRETATION OF RMA

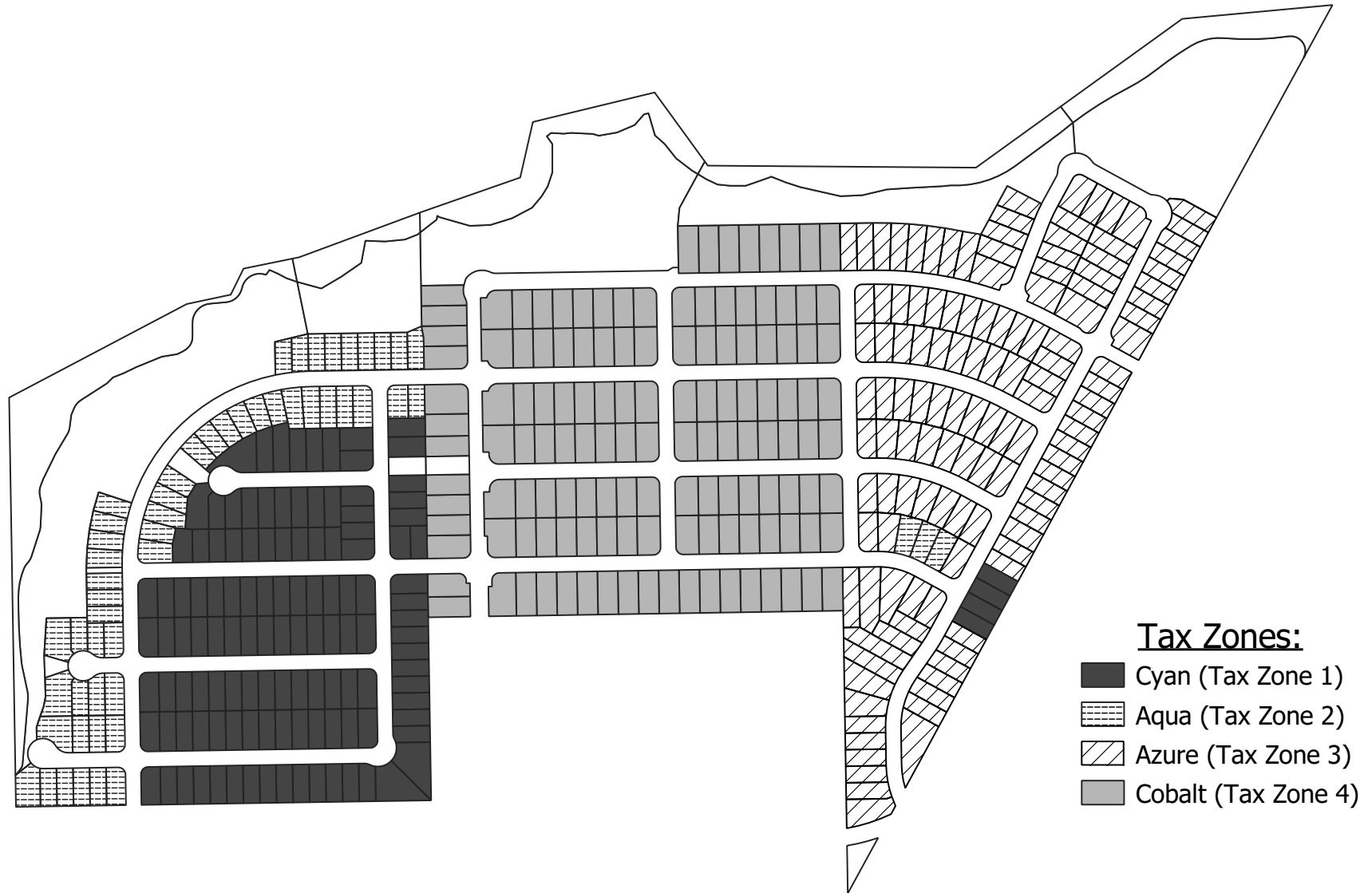
Interpretations may be made by Resolution of the City Council to interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Tax, method of apportionment, classification of properties, or any definition applicable to Improvement Area No. 1 of the CFD, as long as such correction does not materially affect the levy and collection of Special Taxes. The City, upon the request of an owner of land within Improvement Area No. 1 which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within Improvement Area No. 1, provided such amendment only affects such owner's land. Under no circumstances may such revisions to the RMA decrease the Expected Maximum Special Tax Revenues to a level that will reduce debt service coverage below the Required Coverage.

ATTACHMENT 1

Improvement Area No. 1
City of Rancho Cordova
The Preserve
Community Facilities District No. 2025-1

Identification of Tax Zones and Expected Lot Layout
in Improvement Area No. 1

ATTACHMENT 1
IMPROVEMENT AREA NO. 1 OF THE PRESERVE CFD 2025-1
IDENTIFICATION OF TAX ZONES AND EXPECTED LOT LAYOUT



ATTACHMENT 2

**Improvement Area No. 1
City of Rancho Cordova
The Preserve
Community Facilities District No. 2025-1**

**Expected Land Uses and Expected Maximum Special Tax Revenues
(reflects changes as of 10/30/2025 to include land uses added by Annexation No. 1)**

Tax Zone	Land Use Category	Expected Residential Units/Acreage	Base Special Tax (FY 2024-25) *	Expected Maximum Special Tax Revenues (FY 2024-25) *
Tax Zone 1	Single Family Property Other Property	124 Residential Units 0 Acres	\$1,268 per Residential Unit \$15,147 per Acre	\$157,232
Tax Zone 2	Single Family Property Other Property	55 Residential Units 0 Acres	\$1,539 per Residential Unit \$17,285 per Acre	\$84,645
Tax Zone 3	Single Family Property Other Property	126 Residential Units 0 Acres	\$1,533 per Residential Unit \$15,375 per Acre	\$193,158
Tax Zone 4	Single Family Property Other Property	134 Residential Units 0 Acres	\$2,053 per Residential Unit \$18,879 per Acre	\$275,102
Expected Maximum Special Tax Revenues (FY 2024-25 \$)				\$710,137

* On July 1, 2025, and each July 1 thereafter, all dollar amounts shown above shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.

MEMORANDUM



ITEM 10.1.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Principal Civil Engineer
SUBJECT: **A RESOLUTION VACATING A PUBLIC UTILITY EASEMENT AT 3978 SECURITY PARK DRIVE PURSUANT TO THE PROVISIONS OF CHAPTER 3, PART 3 OF PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW COMMENCING AT SECTION 8320 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would vacate a 12.5-foot public utility easement that will allow for better utilization of the undeveloped parcel.

BACKGROUND

The public utility easement to be abandoned consists of a 12.5-foot-wide easement along the south side of Tailings Drive (a private road) to better utilize the parcel for development of a storage yard. The Public Works Department and all relevant utility companies were notified and none objected.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the city.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, VACATING A PUBLIC UTILITY EASEMENT AT 3978 SECURITY PARK DRIVE PURSUANT TO THE PROVISIONS OF CHAPTER 3, PART 3 OF PUBLIC STREETS, HIGHWAYS, AND SERVICE EASEMENTS VACATION LAW COMMENCING AT SECTION 8320 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, a hearing date was scheduled for a proposed resolution to abandon a public utility easement; and

WHEREAS, a notice of the hearing has been posted at City Hall at least two weeks in advance of the hearing; and

WHEREAS, at least two weeks before the day set for the hearing, at least three notices of were posted, not more than 300 feet apart; and

WHEREAS, the hearing described above has been conducted, and this Council, having heard and considered all oral, documentary and other evidence presented, hereby finds, determines, and orders as follows:

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council hereby finds as follows:

Pursuant to the provisions of Chapter 3, Part 3 of Public Streets, Highways, and Service Easements Vacation Law commencing at Section 8320 of the California Streets and Highways Code, the right-of-way line located at 3978 Security Park Drive is determined to obstruct the utilization of an undeveloped parcel. The City of Rancho Cordova Department of Public Works and relevant utility companies have no objections to this vacation.

BE IT FURTHER RESOLVED AND ORDERED THAT

1. The public utility easement as described and shown in Exhibit A is hereby vacated pursuant to Streets and Highways Code Section 8340(d).
2. The City Clerk of the City of Rancho Cordova shall cause a certified copy of this Resolution of Vacation, attested by the clerk under seal, to be recorded without acknowledgment, certificate of acknowledgment, or further proof in the office of the Recorder of the County of Sacramento.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ITEM 10.1.

ATTACHMENT 1

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

EXHIBIT "A"

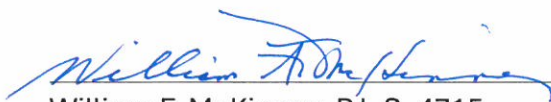
Description of
12.5' Public Utility Easement
Being Abandoned

The easement area referred to herein below is situated in the City of Rancho Cordova, County of Sacramento, State of California, being a portion of Parcel 2, as shown on the Parcel Map entitled "PARCEL 1 AND A PORTION OF PARCEL 14, BOOK 55 OF PARCEL MAPS, PAGE 29 (ALSO BEING PARCEL "A" OF CERTIFICATE OF COMPLIANCE, BOOK 800304 OFFICIAL RECORDS, PAGE 766)", filed in the Office of the Recorder of Sacramento County, California, on November 15, 1991, in Book 127 of Parcel Maps, Map No. 10, described as follows:

That certain 12.5 foot wide Public Utility Easement shown on said Parcel Map, the North line of which is described as follows:

Beginning at the intersection of the East line of said Parcel 2 with the South line of Area "A" shown on said Parcel Map, which bears South 00° 37' 37" West 30.00 feet from the most easterly Northeast corner of said Parcel 2, the Northeast corner of said Parcel 2 being also a Northwesterly angle point of Parcel 37 as shown on that certain Parcel Map filed in the Office of said Recorder in Book 55 of Parcel Maps, Map No. 30; thence from said Point of Beginning, along the South line of said Area "A" South 89° 58' 05" West 235.00 feet to the Southwest corner of said Area "A", being the end of this strip.

END OF DESCRIPTION


William F. McKinney, P.L.S. 4715



SEP 22, 2025
Date

PARCEL 2
PER 55 P.M. 29

PARCEL 6
55 PM 29

N00°37'37"E
10.00'

PARCEL 9
55 PM 29

PARCEL 3
PER 55 P.M. 29

PORTION OF
PARCEL 1
PER 127 P.M. 10 &
A PORTION OF
DOC NO. 2411050430

APN: 072-0370-066

-LINE PER BLA DOC.
NO. 202505210255

PARKING LOT
(NO BUILDING)

S00°37'37"W
102.01

MOST EASTERLY
NORTH EAST
CORNER, PARCEL 2
PER 127 PM 10

PORTION OF PARCEL 1
PER 127 P.M. 10 & A PORTION
OF DOC. NO. 2411050430

60.00' AREA "A"
SHOWN ON 55 PM 29 &
127 PM 10

DOC NO. 2208250729

APN: 072-0370-087

PORTION OF
PARCEL 2
PER 127 P.M. 10

12.50' P.U.E.
PER 127 PM 10
BEING ABANDONED

VACANT

PARCEL 37
55 PM 30

689°58'05"W
60.00'

S00°37'37"W
40.00'

DOUGLAS ROAD

140 0 140

1 INCH = 140 FEET



WILLIAM F. McKINNEY, PLS 4715

SEP 27, 2025
DATE



SCALE:
1" = 140'

DATE:
6/19/25

SHEET
1 OF 1



2260 Douglas Blvd, Suite 160, Roseville, CA 95661
Ph: 916-772-7800 | www.cwecorp.com

**PLOT PLAN
ABANDONMENT OF
EASEMENT FOR PUBLIC UTILITIES
CITY OF RANCHO CORDOVA,
SACRAMENTO COUNTY, CALIFORNIA**

MEMORANDUM



ITEM 10.2.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Rachel Trinh, Development Senior Analyst
SUBJECT: **AN ORDINANCE ADOPTING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND GRANTLINE 220 INVESTORS, LLC RELATIVE TO THE SUNCREEK PROJECT**

RECOMMENDATION

Waive the first reading and introduce the Ordinance.

RESULT OF RECOMMENDED ACTION

The Ordinance would come back for a second reading and adoption at the next Regular City Council Meeting. Adoption of the Ordinance would amend the Development Agreement (DA) for the Suncreek Project which would remove the burdens and obligations of the DA and the First Amendment for the Firehouse Parcel 1 parcel.

BACKGROUND

In December 2013, the City approved the Suncreek Specific Plan and the Development Agreements for each of the six ownerships, including the Grantline 220 project, in the Suncreek Specific Plan area. On December 2, 2013, the City and Grantline & Chrysanthi 220 Investors, LLC (Landowner), entered into a Development Agreement (DA) for the Suncreek Project (Grantline 220). In June 2021, the City approved a Large Lot and Small Lot Tentative Subdivision Map for Grantline 220, consisting of 605 residential lots, 3 high density lots, 2 neighborhood parks, a school site, water quality basin and landscaping, and a remainder parcel. In August 2021, Landowner assigned all right, title, burdens and obligations of DA to Lennar Homes of California LLC. On June 6, 2022, the City adopted the First Amendment to the DA which amended certain sections of the DA regarding to the obligations with respect to the implementation of the Land Equalization Fee and to simplify the land equalization by eliminating the public land uses other than Quimby parks and implementing a Quimby Park In-Lieu Fee Program by Cordova Recreation and Park District. In September 2024, Lennar Homes of California reconveyed and assigned all right, title, interest, burdens, and obligations of the DA to Landowner for Lots 8, 9, 10 and the remainder of Grantline 220.

On September 29, 2025, Landowner granted a portion of the remainder of Grantline 220 to the Sacramento Metropolitan Fire District for future fire station (Firehouse Parcel 1). Landowner and Sacramento Metropolitan Fire District requested to remove the Firehouse Parcel 1 parcel from the burdens and obligations of the DA and the First Amendment.

PROJECT ANALYSIS

The proposed Second Amendment (Attachment 1) to the DA would remove the Firehouse Parcel 1 parcel from the burdens and obligations of the DA and the First Amendment. Due to being zoned general commercial, the Firehouse Parcel 1 parcel is exempt from the Park and Neighborhood Green and Affordable Housing Plan obligations. Other specific plan fee or citywide impact fee obligations, required by the DA and the First Amendment, are covered in the Specific Plan Nexus Study or City Municipal Code, Title 16. The Firehouse Parcel 1 parcel has also been annexed into various maintenance districts, required by the DA, as part of the overall annexation process of Grantline 220.

At the Regular Planning Commission meeting on November 12, 2025, the Commission recommended that the City Council adopt the Ordinance for the Second Amendment to the DA for Grantline 220.

ENVIRONMENTAL ANALYSIS

The proposed project has been analyzed as part of the Suncreek Specific Plan Environmental Impact Report (EIR) in compliance with the California Environmental Quality Act (CEQA). Approval of this Second Amendment is exempt from further environmental review under the general rule in California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3) which states that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed Second Amendment is exempt from CEQA because the only change is to remove the Firehouse Parcel 1 from burdens and obligations of the Development Agreement and it can therefore be seen with a certainty that there will be no significant effect on the environment.

FISCAL IMPACT AND FUNDING SOURCE

The proposed Second Amendment removing the Firehouse Parcel 1 parcel from the burdens and obligations of the DA and the First Amendment would not have any fiscal impact due to the parcel being exempt from the certain fees required by the DA. The Firehouse Parcel 1 parcel is still required to pay Specific Plan and applicable citywide fees, per City Municipal Code, Title 16.

ATTACHMENT(S)

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

CITY OF RANCHO CORDOVA**ORDINANCE NO. XX-2025****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, ADOPTING A SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT FOR THE SUNCREEK PROJECT****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ORDAINS AS
FOLLOWS:****SECTION 1. Recitals.**

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

B. In 2013 the City of Rancho Cordova ("City") adopted the Suncreek Specific Plan Project ("Specific Plan") and related approvals. The Specific Plan is a plan for a mixed-use development with a combination of employment-generating uses, retail and retail supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 1,265-acre site in the city. The Specific Plan includes approximately 4,893 residential units at various densities on approximately 589 acres; approximately 80 acres of commercial use; approximately 12 acres of public/quasi-public uses; elementary schools and a combined middle/high school on approximately 111 acres; approximately 74 acres of parks and greens; approximately 387 acres of wetland preserve, stormwater detention basins and buffers; and major and minor roads with landscaping. In addition, the Project includes various on- and off-site infrastructure improvements; and

C. On November 18, 2013, the City Council, pursuant to Resolution No. 127-2013, certified the EIR, adopted mitigation findings pursuant to CEQA guidelines Section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring plan for the Specific Plan.

D. On December 2, 2013, the City and Grantline & Chrysanthi 220 Investors, LLC, entered ("Landowner") into a Development Agreement for the Suncreek Project ("Project"), consisting of 605 residential lots, 3 high density lots, 2 neighborhood parks, a school site, water quality basin and landscaping, and a remainder parcel (Ordinance Number 42-2013). The Project is located on the west side of Grant Line Road, approximately 1 mile south of Douglas Road (the "Property").

E. On August 17, 2021, Landowner entered into an Assignment and Assumption Agreement (“Assignment”) with Lennar Homes of California, LLC relative to the Development Agreement. By the Assignment, Lennar Homes of California assumed all of Landowner’s right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Property.

F. On June 6, 2022, the City Council, adopted Ordinance No. 11-2022, which was recorded in the Official Records of Sacramento County as Book 20220920 Page 0519. The Ordinance amended certain sections of the Development Agreement (“First Amendment”) to revise Lennar’s obligations with respect to the implementation and payment of the Land Equalization Fee and to simplify the land equalization by eliminating the public land uses other than Quimby parks and implementing a Quimby Park In-Lieu Fee Program by Cordova Recreation and Park District.

G. Lennar Homes of California reconveyed a portion of the Property (“Lots 8, 9, 10 and the remainder”) back to Landowner by grant deed recorded December 5, 2022 as Document No. 202212050362 and re-recorded February 23, 2023 as Document No. 202302230812, and by a grant deed recorded April 3, 2023 as Document No. 202304030436. An Assignment for Lots, 8, 9, 10, and the remainder of the Property, recorded as Document No. 202409120710, assigned Landowner all right, title, interest, burdens, and obligations under the Development Agreement with respect to and as related to Lots 8, 9, 10, and the remainder.

H. On September 29, 2025, Landowner granted a portion of the remainder parcel of the Property (“Firehouse Parcel 1”) to Sacramento Metropolitan Fire District for future fire station, by grant deed recorded September 29, 2025, as Document No.202509290679.

I. Pursuant to Government Code section 65868, the City and Landowner desire to revise the Development Agreement and the First Amendment to remove the Firehouse Parcel 1 from the burdens and obligations of the Development Agreement and the First Amendment.

J. On ____, 2025, the City Council, as the legislative body for the purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing.

SECTION 2. Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are incorporated herein; (b) the Suncreek Specific Plan; (c) the City of Rancho Cordova’s General Plan; (d) the Environmental Impact Report for the Suncreek Specific Plan, and (e) on the basis of the specific conclusions set forth below, the City Council finds and determines that:

ITEM 10.2.

ATTACHMENT 1

- A. The Second Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in that: (a) the Project remains predominantly low-density residential and consistent with the General Plan and Zoning Code; (b) the only change made to the Development Agreement and the First Amendment is to remove the Firehouse Parcel 1 from burdens and obligations of the Development Agreement and the First Amendment. All other previously approved terms and conditions remain the same for the remaining portion of the Property.
- B. Because the Second Amendment allows for only the release of burdens and obligation of a portion of the remainder parcel of the Property, it is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the Property is located.
- C. The Second Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Second Amendment will continue to implement land use guidelines set forth in the General Plan and help fund infrastructure needed to serve new development.
- D. The Second Amendment will not be detrimental to the health, safety, and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan.
- E. The Second Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan.
- F. The Second Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

SECTION 3. Approval of Second Amendment to Development Agreement.

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

SECTION 4. CEQA. Approval of this Ordinance Amendment is exempt from further environmental review under the general rule in California Environmental Quality Act ("CEQA") Guidelines section 15061(b)(3) which states that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed Ordinance is exempt from CEQA because the only change is to remove the Firehouse Parcel 1 from burdens and obligations of the Development Agreement and it can therefore be seen with a certainty that there will be no significant effect on the environment.

ITEM 10.2.

ATTACHMENT 1

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

SECTION 6. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 7. Effective Date. Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect 30 days after its adoption and, pursuant to Government Code section 66017(a), the fees established hereby shall be effective 60 days after the adoption of this Ordinance.

PASSED AND ADOPTED, by the City Council of the City of Rancho Cordova
this ____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

SECOND AMENDMENT OF
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND GRANTLINE
& CHRYSANTHY 220 INVESTORS, LLC
RELATIVE TO THE SUNCREEK PROJECT

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
RELATIVE TO THE SUNCREEK
PROJECT BY AND BETWEEN
THE CITY OF RANCHO CORDOVA
AND GRANTLINE &
CHRYSANTHY 220 INVESTORS,
LLC**

This Second Amendment of the Development Agreement (“Second Amendment”) is entered into as of this ____ day of ____ 2025, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (“City”), and Grantline & Chrysanthy 220 Investors, LLC, a California limited liability company (“Landowner”) pursuant to Government Code section 65864 et. seq., relating to Development Agreements. City and Landowner are hereinafter collectively referred to as the “Parties,” and singularly as “Party.”

RECITALS

A. City and Landowner entered into a Development Agreement (the “Development Agreement”) dated December 2, 2013 and recorded on January 21, 2014, in the Official Records of Sacramento County as Book 20140121 Page 1146 establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Development Agreement (the “Property”).

B. On August 17, 2021, Landowner entered into an Assignment and Assumption Agreement (“Assignment”) with Lennar Homes of California, LLC relative to the Development Agreement. By the Assignment, Lennar Homes of California assumed all of Landowner’s right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Property.

C. The Development Agreement was subsequently amended by the City and Lennar Homes of California on June 6, 2022 by an instrument entitled “First Amendment of Development Agreement By and Between the City of Rancho Cordova and Lennar Homes of California, LLC, a California limited liability company Relative to The Suncreek Project” and was recorded on September 20, 2022 in the Official Records of Sacramento County as Book 20220920 Page 0519 (the “First Amendment”) which amended certain sections of the Development Agreement including certain, neighborhood greens and park development and dedication obligations among other material terms.

D. Lennar Homes of California reconveyed a portion of the Property (“Lots 8, 9, 10 and the remainder”) back to Landowner by grant deed recorded December 5, 2022 as Document No. 202212050362 and re-recorded February 23, 2023 as Document No. 202302230812, and by a grant deed recorded April 3, 2023 as Document No. 202304030436. An Assignment and Assumption for Lots, 8, 9, 10, and the remainder of the Property, recorded as Document No. 202409120710, assigned Landowner all right, title, interest, burdens, and obligations under the Development Agreement with respect to and as related to Lots 8, 9, 10, and the remainder.

E. On September 29, 2025 Landowner deeded a portion of the remainder (“Firehouse Parcel 1”), as described in Exhibits “B” and “B-1”, to Sacramento Metropolitan Fire District for future fire station, by grant deed recorded September 29, 2025, as Document No. 202509290679.

F. Pursuant to Government Code section 65868, City and Landowner desire to revise the Development Agreement and its First Amendment and intend for this Second Amendment to remove the Firehouse Parcel 1 from the burdens and obligations of the Development Agreement and the First Amendment.

G. This Second Amendment affects only the Firehouse Parcel 1 of the remainder parcel of the Property, as more precisely defined in Exhibit "A" of the grant deed, Document No 202509290679. This Second Amendment is authorized by Section 11.4 of the Development Agreement and shall run with the Property.

H. On _____, 2025, the City Council held a public hearing and introduced City Council Ordinance No. _____ approving this Second Amendment. City adopted City Council Ordinance _____ on _____, 2025. On _____, 2025, by Ordinance No. _____, the City Council found the adoption of this Second Amendment exempt from CEQA under Public Resources Code Section 21166 as the impacts of the Project have already been analyzed, and no substantial changes result from this Second Amendment.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Second Amendment of the Development Agreement.** Firehouse Parcel 1, as described in Exhibits "B" and "B-1", is exempt from the burdens and obligations of the Development Agreement and its First Amendment.

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

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

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

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

6. **Effective Date and Term of Second Amendment.** The Effective Date of this Second Amendment is _____, 2025 which is the effective date of City Ordinance No. _____-2025, adopting this Second Amendment.

City Manager Authorization. City, a municipal corporation, has authorized this Second Amendment to be executed in two (2) duplicate originals, each of which is deemed to be an original, by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____-2025 adopted by the City Council on the ____th day of _____, 2025, and has caused this Second Amendment to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: Micah Runner

Its: City Manager

Date: _____

ATTEST:

City Clerk

“LANDOWNER”

Grantline & Chrysanthy 220 Investors, LLC, a
California limited liability company

By: AKT Investments, Inc., Its: Manager

By: _____
Ron Bertolina, Vice President

Date: _____

EXHIBIT A-1

All that real property situated in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

The Southerly 110 rods of Section 15, Township 8 North, Range 7 East, Mount Diablo Base and Meridian.

Excepting Therefrom the Easterly 40 feet.

Further Excepting Therefrom all oil, gas and other hydrocarbon substances, inert gases, minerals and metals, lying below a depth of 500 feet from the surface of said land and real property, whether now known to exist or hereafter discovered, including but not limited to the rights to explore for, develop, and remove such oil, gas, and other hydrocarbon substances, inert gases, minerals, and metals, without, however, any right to use the surface of such land and real property or any other portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever, as conveyed in Grant Deed recorded March 31, 1987, in Book 870331, Page 1126, Official Records.

Apn: 067-0040-010

Exhibit A-2
Map of Property

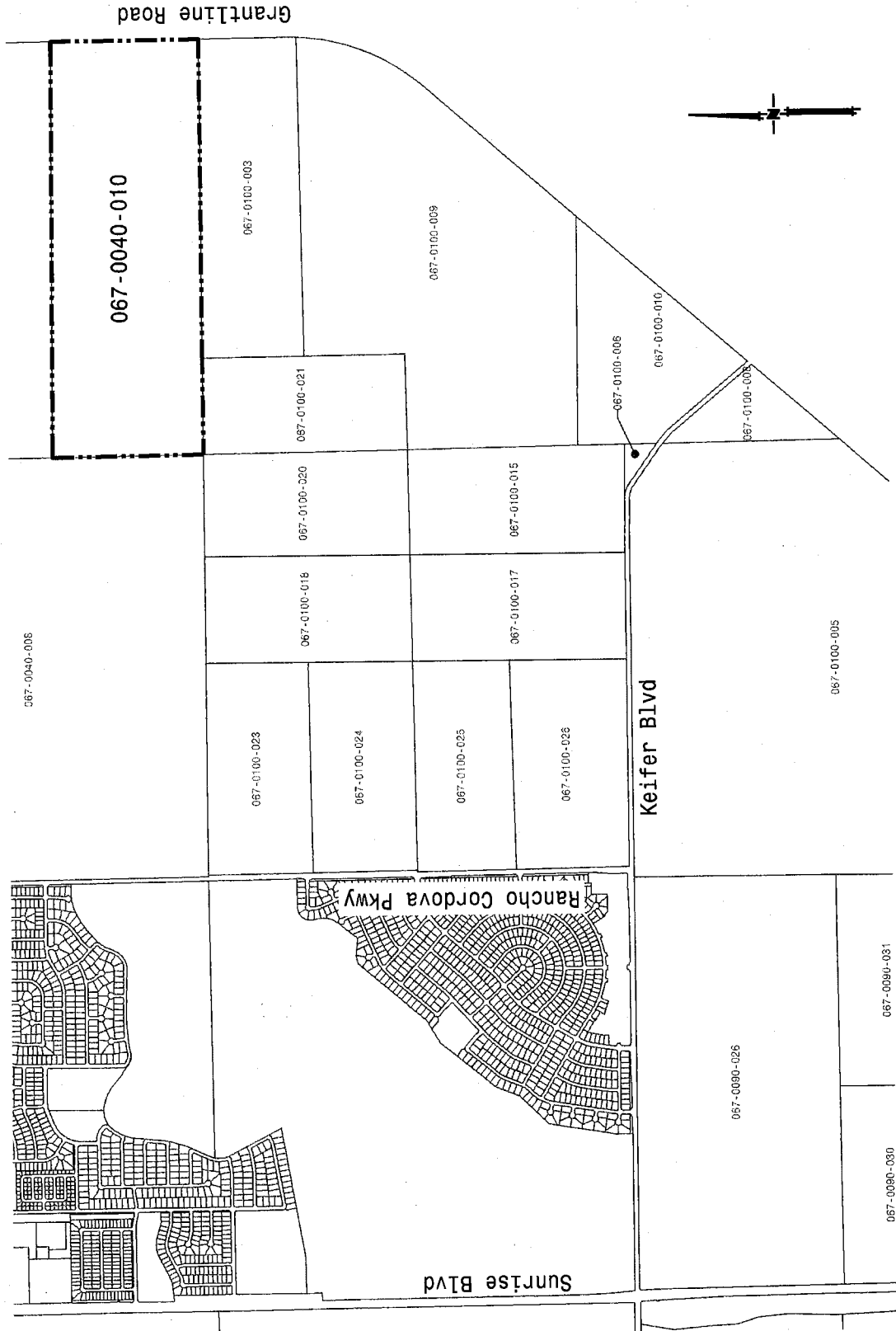


Exhibit A-2

EXHIBIT "B"
GRANTLINE 220 RTC
DESCRIPTION FOR
FIREHOUSE PARCEL 1

A portion of the Resultant Remainder as shown on the Lot Line Adjustment (LLA). Filed as Doc# 202509290679 , Sacramento County Official Records, City of Rancho Cordova, County of Sacramento, State of California, being more particularly described as follows:

BEGINNING at a point being the most westerly, northwest corner of said Resultant Remainder, also being the southwest corner of Resultant Lot 8, as shown on said LLA, thence along the northerly line of said Resultant Remainder, North 89°57'52" East, a distance of 412.84 feet; thence through said Resultant Remainder, the following four (4) arcs, distances and courses:

1. South 00°02'08" East, a distance of 308.06 feet;
2. South 89°57'52" West, a distance of 316.23 feet;
3. thence along a tangent curve concave to the south, having a radius of 300.00 feet, westerly 54.00 feet along said curve through a central angle of 10°18'48";
4. South 79°39'05" West, a distance of 10.36 feet to the westerly line of said Resultant Remainder

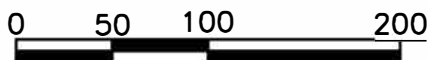
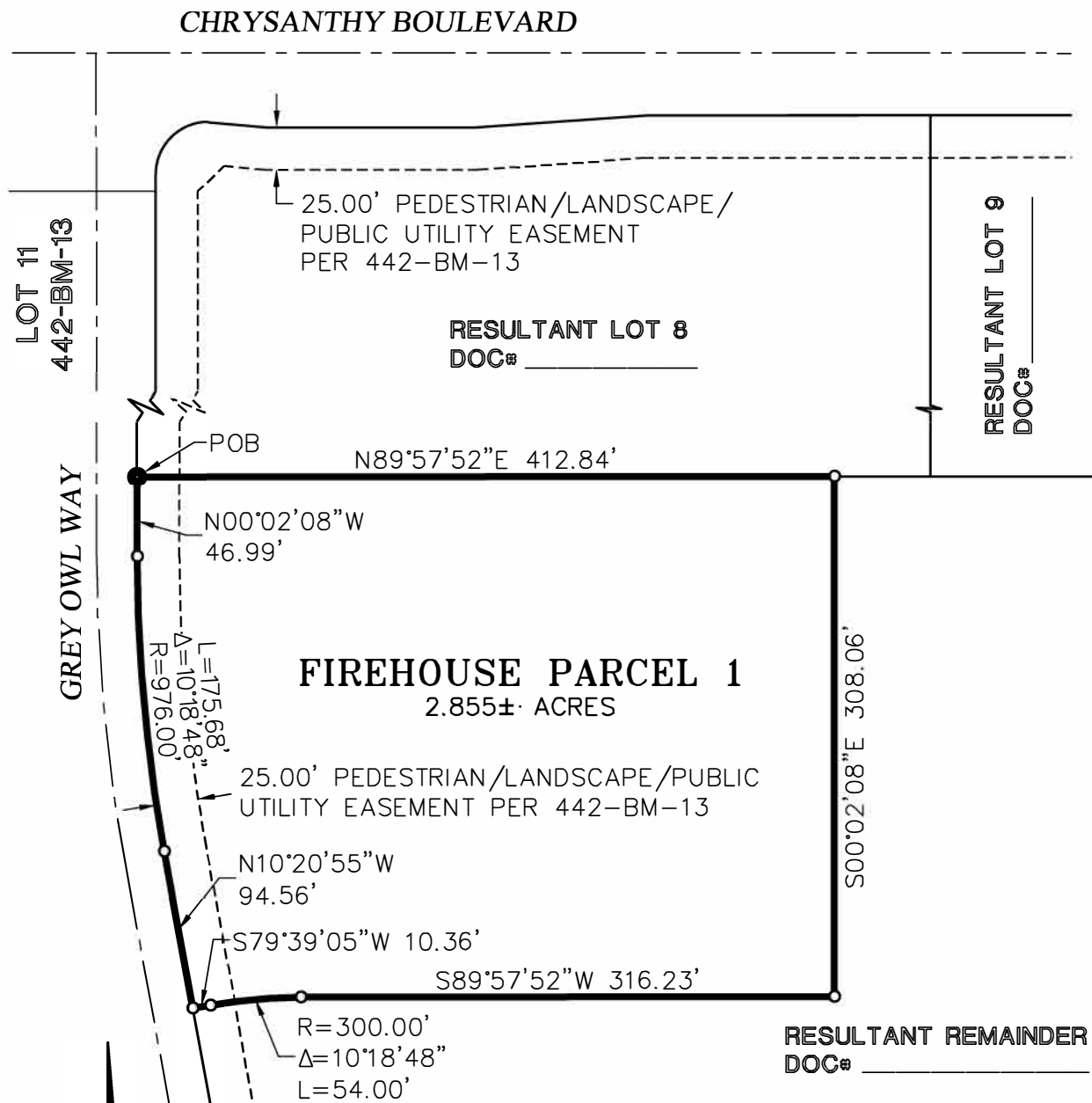
thence along said westerly line, the following three (3) arcs, distances, and courses:

1. North 10°20'55" West, a distance of 94.56 feet;
2. along a tangent curve concave to the east, having a radius of 976.00 feet, northerly 175.68 feet along said curve through a central angle of 10°18'48";
3. North 00°02'08" West, a distance of 46.99 feet to the **POINT OF BEGINNING**.

END OF DESCRIPTION

PLAT TO ACCOMPANY DESCRIPTION

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



SCALE: 1" = 100'



LEGEND:

BM	BOOK OF MAPS
POB	POINT OF BEGINNING



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

APRIL 25 2025 1258.040 SHEET 1 OF 1

MEMORANDUM



ITEM 10.3.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Jeremiah Zillig, Chief Building Official
SUBJECT: **SECOND READING OF ORDINANCES REPEALING AND REPLACING VARIOUS CHAPTERS OF TITLE 16 "BUILDINGS AND CONSTRUCTION," BY ADOPTING BY REFERENCE STATE BUILDING CODES AND MAKING LOCAL AMENDMENTS TO PORTIONS THEREOF, AND ADOPTING OTHER RELATED CODES**

RECOMMENDATION

Waive the second reading and adopt the Ordinances.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinances would result in the city's building codes being updated to current industry best practices and will coincide with new building codes mandated by the State of California to protect property, health, life and safety.

BACKGROUND

On November 3, 2025, 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 Amending 16.02 Administrative Code
2. Ordinance Amending 16.04 Building Code
3. Ordinance Amending 16.05 Historical Building Code
4. Ordinance Amending 16.06 Residential Code
5. Ordinance Amending 16.10 Existing Building Code
6. Ordinance Amending 16.24 Plumbing Code
7. Ordinance Amending 16.26 Energy Code
8. Ordinance Amending 16.28 Electrical Code
9. Ordinance Amending 16.32 Mechanical Code
10. Ordinance Amending 16.36 Swimming Pool and Spa Safety Code
11. Ordinance Amending 16.38 Green Building Code
12. Ordinance Amending 16.40 Moving Buildings

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.02, "UNIFORM ADMINISTRATIVE CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO ADMINISTRATIVE PORTIONS OF THE 2025 CALIFORNIA BUILDING CODE BASED ON THE 2024 INTERNATIONAL BUILDING CODE, THE 2025 CALIFORNIA HISTORICAL BUILDING CODE, THE 2025 CALIFORNIA RESIDENTIAL CODE BASED ON THE 2024 INTERNATIONAL RESIDENTIAL CODE, THE 2025 CALIFORNIA EXISTING BUILDING CODE, THE 2025 CALIFORNIA PLUMBING CODE BASED ON THE 2024 UNIFORM PLUMBING CODE, THE 2025 CALIFORNIA MECHANICAL CODE BASED ON THE 2024 UNIFORM MECHANICAL CODE AND THE 2025 CALIFORNIA ELECTRICAL CODE BASED ON THE 2023 NATIONAL ELECTRICAL CODE

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

Section 1. Title 16, Chapter 16.02, "Uniform Administrative Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.02
ADMINISTRATIVE CODE**

Sections:

- 16.02.010 Title.
- 16.02.020 Purpose.
- 16.02.030 Adoption of the Administrative Codes.
- 16.02.040 Scope.
- 16.02.050 Amendments to the 2025 California Building Code.
- 16.02.060 Amendments to the 2025 California Residential Code.
- 16.02.070 Amendments to the 2025 California Existing Building Code.
- 16.02.080 Amendments to the 2025 California Plumbing Code.
- 16.02.090 Amendments to the 2025 California Mechanical Code.
- 16.02.100 Administration of the Technical Codes.

16.02.010 Title.

This chapter shall be known and cited as the Rancho Cordova Administrative Code.

16.02.020 Purpose.

The purpose of the Rancho Cordova Administrative Code is to provide for the uniform administration and enforcement of the technical codes adopted by this jurisdiction.

The purpose of the Rancho Cordova Administrative Code and the technical codes is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of the Rancho Cordova Administrative Code.

16.02.030 Adoption of the Administrative Codes.

A. 2025 California Building Code. Except as otherwise amended by RCMC section 16.02.060, sections 101 through 116 of the 2025 Edition of the California Building Code, Part 2, Title 24 of the California Code of Regulations, including Appendix C (Group U-Agricultural Buildings), are hereby adopted and incorporated by reference herein.

B. 2025 California Historical Building Code. Chapter 8-1 of the 2025 Edition of the California Historical Building Code, Part 8, Title 24 of the California Code of Regulations, is adopted as is, with no modifications or amendments.

C. 2025 California Residential Code. Except as otherwise amended by this chapter, sections R101 through R114 of the 2025 Edition of the California Residential Code, Part 2.5, Title 24 of the California Code of Regulations, including Appendices BH (Automatic Vehicular Gates), BI (Light Straw-Clay Construction), BJ (Strawbale Construction), BO (Existing Buildings and Structures) and CI (Swimming Pool Safety Act as amended) are hereby adopted and incorporated by reference.

D. 2025 California Existing Building Code. Sections 115 through 117 of the 2025 California Existing Building Code are hereby adopted and incorporated by reference.

E. 2025 California Plumbing Code. Except as otherwise amended by this chapter, sections 101 through 106 of the 2025 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, are hereby adopted and incorporated by reference herein.

F. 2025 California Mechanical Code. Except as otherwise amended by this chapter, sections 101 through 106 (excluding sections 104.2, 107, and Table 104.5) of the 2025 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, are hereby adopted and incorporated by reference herein.

16.02.040 Scope.

The provisions of the Rancho Cordova Administrative Code shall serve as the administrative, organizational, and enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of buildings and structures; including, but not limited to, docks, harbors, wharves, marinas, boathouses, signs, swimming pools, accessory structures, and building service equipment within this jurisdiction.

16.02.050 Amendments to the 2025 California Building Code.

A. Section [A] 101.1 "Title" is amended to read as follows:

[A] 101.1 Title.

These regulations shall be known as the *Building Code* of the City of Rancho Cordova, hereinafter referred to as "this code."

- B. Section [A] 103.1 "Creation of enforcement agency" is amended as follows:
[A] 103.1 Creation of enforcement agency. The Building and Safety Department is hereby created and the official in charge thereof shall be known as the Chief Building Official (building official stated in code). The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.
- C. Section [A] 105.2, "Work exempt from permit" is amended to read as follows:
[A] 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. All structures must meet set-back and height requirements as determined by the City Planning Department. Permits shall not be required for the following:

Building:

1. Other than storm shelters, one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area of such structures with walls does not exceed 120 square feet, with a maximum 12-inch overhang or eave, structures with four open sides do not exceed 120 square feet in roof area. It is permissible that these structures still be regulated by *Part 7 California Wildland Urban-Interface Code*, despite exemption from permit. Any utilities provided for such structure shall require a permit. Structure shall not be used for human habitation. All structures must meet set-back and height requirements as determined by the City Planning Department.
2. Fences, other than swimming pool barriers, not over 7 feet high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below, and not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings and other playground equipment accessory to detached one- and two-family dwellings.
12. Window awnings in group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. **Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. **Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and installation of towers and antennas.
3. **Temporary testing systems:** A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.
4. Repair or replacement of current-carrying parts of any switch, conductor, or control device.
5. Reinstallation of attachment receptacles but not the outlets therefore.
6. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
7. Temporary wiring for experimental purposes in suitable experimental laboratories.
8. The wiring for temporary theater, motion picture, or television stage sets.
9. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
10. Low-energy power, control, and signal circuits of Classes I and II as defined in the Rancho Cordova Electrical Code.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kw) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Sign:

1. The changing of the advertising copy or message on a painted or printed sign only. Except for theater marquees and similar signs specifically designed for the use of replaceable copy, electrical signs shall not be included in this exemption. Exemption from a building permit may not extend to exemption from requirements of the Rancho Cordova Zoning Code.
2. Painting, repainting, or cleaning of an advertising structure or the changing of the advertising copy or message thereon shall not be considered an erection or alteration that requires a sign permit unless a structural change is made. Exemption from a building permit may not extend to exemption from requirements of the Rancho Cordova Zoning Code.
3. Temporary signs (Building permit exemptions for temporary signs may not extend to exemption from requirements of the Rancho Cordova Zoning Code):
 - a. Real estate signs allowed per the Zoning Code of Rancho Cordova.
 - b. Temporary construction signs, signs identifying architects, landscape architects, engineers, contractors, or builders provided the signs are located on the construction site and the signs do not exceed 4 square feet in area.
 - c. Political, religious, and civic campaign signs.

- d. Promotional signs.
 - e. Signs identified by the Rancho Cordova Zoning Code as being exempt from the provisions of the Rancho Cordova Zoning Code.
- D. Section [A] 105.2.2.1, "Limits on repair for R-3 and U occupancies", is added to read as follows:

[A] 105.2.2.1 Limits on repair for R-3 and U occupancies. When the scope of work for R-3 and U Occupancies involves the removal or replacement of 50 percent or greater of the linear length of the walls of the building (exterior plus interior) within a one-year period, the project shall be considered new construction; and the entire building shall comply with all current codes.

- E. Section [A] 105.4.1 "Certificate of Construction," is added to read as follows:

[A] 105.4.1 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

- F. Section [A] 105.4.2, "Certificate of Release," is added to read as follows:

[A] 105.4.2 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Multi-family dwellings.
2. Most commercial projects. The following commercial projects **do not** require Certificate of Release from the fire protection district (list is not all inclusive; contact the Building & Safety Division to verify):
 - a. Miscellaneous mechanical, plumbing, and electrical permits
 - b. Re-roofing or roof repairs
 - c. Public Pools
 - d. Signs (pole, wall and monument)
 - e. Partial Permits (with no work effecting fire suppression)
 - f. Demolition permits
 - g. Incidental repairs not effecting fire suppression.

- G. Section [A] 105.7, "Placement of Permit," is amended to read as follows:

[A] 105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted the building permit in a highly visible location on the job site so as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. The permit application, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until completion of the work and final approval has been granted by the Building Official.

H. Section [A] 109.2, "Schedule of permit fees," is amended to read as follows:

[A] 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required by Section 107, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section [A] 107.3.4.1 and or amended construction documents as defined in [A] Section 107.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

I. Section [A] 109.6, "Refunds," is amended to read as follows:

[A] 109.6 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code. Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

J. Section [A] 109.7, "Reinspections," is added to read as follows:

[A] 109.7 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.

5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

K. Section [A] 111.1, "Change of occupancy," is amended to read as follows:

[A] 111.1 Change of occupancy. A building or structure shall not be used or occupied in whole or in part, and a change of occupancy of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or other ordinances of the City of Rancho Cordova. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the City of Rancho Cordova shall not be valid.

Exceptions:

1. Certificates of occupancy are not required for work exempt from permits under Section 105.2.
2. Certificates of Occupancy are not required for R-3 One- or Two-Family Dwellings or Townhouse occupancies.
3. Accessory buildings or structures (Residential Only).

L. Section [A] 110.5, "Inspection Requests" is amended to read as follows:

[A] 110.5 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

M. Section [A] 110.2, "Certificate issued." is amended to read as follows:

[A] 111.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws enforced by the Building & Safety Division, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. Where an automatic sprinkler system is provided, whether the sprinkler system is required.
12. Any special stipulations or conditions of the building permit.

N. Section [A]112.3 "Authority to disconnect service utilities" is amended to read as follows:

[A]112.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The building official shall notify the serving utility, and wherever possible the owner or the owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

When any building service equipment is maintained in violation of the technical codes and in violation of any notice issued pursuant to the provisions of this section, the building official may institute any appropriate action to prevent, restrain, correct, or abate the violation.

O. Section [A] 112.3.1 "Authority to condemn building service equipment" is added to read as follows:

[A] 112.3.1 Authority to condemn building service equipment. Whenever the building official ascertains that any building service equipment regulated in the technical codes has become hazardous to life, health, or property or becomes unsanitary, the code official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given as soon as practical thereafter to the utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the technical codes and in violation of any notice issued pursuant to the provisions of this section, the building official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

P. Section [A] 112.3.2, "Connection after order to disconnect," is added to read as follows:

[A] 112.3.2 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the building official or the use of which has been ordered to be discontinued by the building official until the building official authorizes the reconnection and use of such equipment.

The building official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

Q. Section [A] 114.4, "Violation Fee," is amended to read as follows:

[A] 114.4 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from all other fees and shall be collected regardless of whether a permit is then or subsequently issued. The violation fee shall not apply to emergency work when the Building Official determines that such work was urgently necessary and that it was not practical to obtain a permit prior to commencing the work. In such cases, a permit must be obtained as soon as it is practical to do so; if there is an unreasonable delay in obtaining such permit, the violation fee may be charged. Payment of the violation fee does not exempt any person from compliance with other provisions of this Code, the technical codes, or from any penalty otherwise prescribed by law.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, in addition to the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus violation related inspection time and violation related administrative work time, multiplied by the current labor rate for the appropriate position, in addition to the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

The Building Official shall have discretion to adjust a violation fee when extenuating circumstances exist.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

16.02.60 Amendments to the 2025 California Residential Code.

A. Section R101.1, "Title" is amended as follows:

R101.1 Title.

These provisions shall be known as the *Residential Code for One- and Two-family Dwellings* of the City of Rancho Cordova, and shall be cited as such and will be referred to herein as "this code."

B. Section R103.1 "Creation of agency" is amended as follows:

R103.1 Creation of agency.

The Building and Safety Department is hereby created and the official in charge thereof shall be known as the Chief Building Official (building official stated in code). The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

C. Section R105.2, "Work exempt from permit" is amended to read as follows:

R105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Other than storm shelters, one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area of such structures with walls does not exceed 120 square feet, with a maximum 12-inch overhang or eave, structures with four open sides do not exceed 120 square feet in roof area. It is permissible that these structures still be regulated by *Part 7 California Wildland Urban-Interface Code*, despite exemption from permit. Any utilities provided for such structure shall require a permit. Structure shall not be used for human habitation. All structures must meet set-back and height requirements as determined by the City Planning Department.
2. Other than storm shelters, residential one-story detached accessory structures greater than 120 square feet but not exceeding 200 square feet shall comply with all of the following conditions:
 - A. The accessory structure shall be pre-manufactured and installed in accordance with the manufacturer's specifications.
 - B. The structure shall not be fully enclosed; examples include gazebos, patio covers, pergolas, arbors, or trellises.
 - C. The structure shall not be designed or used for storage purposes; sheds, carports and garages are not permitted under this section.
 - D. The structure shall not exceed twelve (12) feet in height, measured from the adjoining grade to the highest point of the roof.

- E. The structure shall comply with fire separation distance requirements to the lot line as prescribed for a non-sprinklered building.
- F. All parts of the structure, including eave overhangs, shall not project more than twelve (12) inches beyond the exterior walls, nor cross property lines.
- G. Any utilities provided to the structure shall require a permit.
- H. The structure shall not be used for human habitation or commercial purposes.
- I. All structures shall comply with setback and height requirements as determined by the City Planning Department.
- J. The structure shall not be located within a public utility or maintenance easement required by the Zoning Code where a neighboring dwelling has a zero side yard.
- K. In addition to these Building & Safety Department requirements, all structures must also comply with setback and height requirements as established by the City Planning Department.

It is permissible that these structures still be regulated by Part 7 California Wildland Urban-Interface Code, despite exemption from permit.

- 3. Fences not over 7 feet (2134 mm) high.
- 4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
- 5. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
- 6. Sidewalks and driveways.
- 7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- 8. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
- 9. Swings and other playground equipment.
- 10. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
- 11. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling or townhouse and do not serve the exit door required by Section R318.4

Electrical:

- 1. Listed cord-and-plug connected temporary decorative lighting.
- 2. Reinstallation of attachment plug receptacles but not the outlets therefor.
- 3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
- 4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Sign:

1. Temporary signs (Building permit exemptions for temporary signs may not extend to exemption from requirements of the Rancho Cordova Zoning Code):
 - a. Real estate signs allowed per the Zoning Code of Rancho Cordova.
 - b. Temporary construction signs, signs identifying architects, landscape architects, engineers, contractors, or builders provided the signs are located on the construction site and the signs do not exceed 4 square feet in area.
 - c. Political, religious, and civic campaign signs.
 - d. Promotional signs.
 - e. Signs identified by the Rancho Cordova Zoning Code as being exempt from the provisions of the Rancho Cordova Zoning Code.

- D. Section R105.2.2.1, "Limits on repair for R-3 and U occupancies", is added to read as follows:

R105.2.2.1 Limits on repair for R-3 and U occupancies. When the scope of work for R-3 and U Occupancies involves the removal or replacement of 50 percent or greater of the linear length of the walls of the building (exterior plus interior) within a one-year period, the project shall be considered new construction; and the entire building shall comply with all current codes.

- E. Section R105.2.2.1, "Notices and orders", is amended to read as follows:

R104.6 Notices and orders.

The Building Official or duly authorized code enforcement officer shall issue necessary notices or orders to ensure compliance with this code. Notice of violations shall be in accordance with Section R113.2.

- F. Section R105.4.1, "Certificate of Construction," is added to read as follows:

R105.4.1 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

- G. Section R105.4.2, "Certificate of Release," is added to read as follows:

R105.4.2 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Any new dwelling when there is no public water supply source with a distribution system conforming to City standards.

2. Any new dwelling, covered porch/patio, and attached garage 3,600 square feet or greater. Exception: Unenclosed metal patio covers.
3. Any new dwelling with a private access road.
4. Where the furthest point of the habitable structure is more than 150 feet from the public road.

H. Section R105.7, "Placement of Permit," is amended to read as follows:

R105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted the building permit in a highly visible location on the job site so as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. The permit application, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until completion of the work and final approval has been granted by the Building Official.

I. Section R106.3.4, "Deferred submittals," is added to read as follows:

R106.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

J. Section R108.2, "Schedule of permit fees," is amended to read as follows:

R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required by Section R106, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section R106.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

K. Section R108.3, "Building permit valuations," is amended to read as follows:

R108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as structures, electrical, gas, mechanical, plumbing equipment, and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

L. Section R108.5, "Refunds," is amended to read as follows:

R108.5 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code. Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

M. Section R108.7, "Re-inspection fee," is added to read as follows:

R108.7 Re-inspection fee. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

N. Section R109.3, "Inspection Requests" is amended to read as follows:

R109.3 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

O. Section R110.1, "Use and occupancy," is amended to read as follows:

R110.1 Use and change of occupancy. A building or structure shall not be used or occupied in whole or in part, and a change of occupancy of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of this code or other ordinances of the City of Rancho Cordova. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the City of Rancho Cordova shall not be valid.

Exceptions:

1. Certificates of Occupancy are not required for R-3 One or Two-Family Dwellings or Townhome occupancies.
2. Certificates of occupancy are not required for work exempt from permits under Section R105.2.
3. Accessory buildings or structures.

P. Section R111.3 "Authority to disconnect service utilities" is amended to read as follows:

R111.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The building official shall notify the serving utility, and wherever possible the owner or the owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking

such action. If not notified prior to disconnecting, the owner or the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the code official may institute any appropriate action to prevent, restrain, correct, or abate the violation.

Q. Section R111.4 "Authority to condemn building service equipment" is added to read as follows:

R111.4 Authority to condemn building service equipment. Whenever the building official ascertains that any building service equipment regulated in the technical codes has become hazardous to life, health, or property or becomes unsanitary, the code official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given as soon as practical thereafter to the utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the technical codes and in violation of any notice issued pursuant to the provisions of this section, the building official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

R. Section R111.4.1, "Connection after order to disconnect," is added to read as follows:

R111.4.1 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the building official or the use of which has been ordered to be discontinued by the building official until the building official authorizes the reconnection and use of such equipment.

The building official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

S. Section R113.4, "Violation Penalties," is amended to read as follows:

R113.4 Violation Fee.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from all other fees and shall be collected regardless of whether a permit is then or subsequently issued. The violation fee shall not apply to

emergency work when the Building Official determines that such work was urgently necessary and that it was not practical to obtain a permit prior to commencing the work. In such cases, a permit must be obtained as soon as it is practical to do so; if there is an unreasonable delay in obtaining such permit, the violation fee may be charged. Payment of the violation fee does not exempt any person from compliance with other provisions of this Code, the technical codes, or from any penalty otherwise prescribed by law.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, in addition to the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus violation related inspection time and violation related administrative work time, multiplied by the current labor rate for the appropriate position, in addition to the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

The Building Official shall have discretion to adjust a violation fee when extenuating circumstances exist.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

16.02.70 Amendments to the 2022 California Existing Building Code.

A. Section [A] 101.1 "Title" is amended to read as follows:

[A] 101.1 Title.

These regulations shall be known as the *Existing Building Code* of the City of Rancho Cordova, hereinafter referred to as "this code."

B. Section [A] 103.1 "Creation of agency" is amended as follows:

[A] 103.1 Creation of enforcement agency.

The Building and Safety Department is hereby created and the official in charge thereof shall be known as the Chief Building Official (code official stated in code). The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

C. Section [A] 105.2, "Work exempt from permit" is amended to read as follows:

[A] 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. All structures must meet set-back and height requirements as determined by the City Planning Department. Permits shall not be required for the following:

Building:

1. Other than storm shelters, one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area of such structures with walls does not exceed 120 square feet, with a maximum 12-inch overhang or eave, structures with four open sides do not exceed 120 square feet in roof area. It is permissible that these structures still be regulated by *Part 7 California Wildland Urban-Interface Code*, despite exemption from permit. Any utilities provided for such structure shall require a permit. Structure shall not be used for human habitation. All structures must meet set-back and height requirements as determined by the City Planning Department.
2. Fences, other than swimming pool barriers, not over 7 feet high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below, and not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family dwellings.
12. Window awnings in group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

1. **Repairs and maintenance:** Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

2. **Radio and television transmitting stations:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and installation of towers and antennas.
3. **Temporary testing systems:** A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.
4. Repair or replacement of current-carrying parts of any switch, conductor, or control device.
5. Reinstallation of attachment receptacles but not the outlets therefore.
6. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
7. Temporary wiring for experimental purposes in suitable experimental laboratories.
8. The wiring for temporary theater, motion picture, or television stage sets.
9. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
10. Low-energy power, control, and signal circuits of Classes I and II as defined in the Rancho Cordova Electrical Code.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kw) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall

be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided that such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Sign:

1. The changing of the advertising copy or message on a painted or printed sign only. Except for theater marquees and similar signs specifically designed for the use of replaceable copy, electrical signs shall not be included in this exemption. Exemption from a building permit may not extend to exemption from requirements of the Rancho Cordova Zoning Code.
2. Painting, repainting, or cleaning of an advertising structure or the changing of the advertising copy or message thereon shall not be considered an erection or alteration that requires a sign permit unless a structural change is made. Exemption from a building permit may not extend to exemption from requirements of the Rancho Cordova Zoning Code.
3. Temporary signs (Building permit exemptions for temporary signs may not extend to exemption from requirements of the Rancho Cordova Zoning Code):
 - a. Real estate signs allowed per the Zoning Code of Rancho Cordova.
 - b. Temporary construction signs, signs identifying architects, landscape architects, engineers, contractors, or builders provided the signs are located on the construction site and the signs do not exceed 4 square feet in area.
 - c. Political, religious, and civic campaign signs.
 - d. Promotional signs.
 - e. Signs identified by the Rancho Cordova Zoning Code as being exempt from the provisions of the Rancho Cordova Zoning Code.

D. Section [A] 105.4.1 "Certificate of Construction," is added to read as follows:

[A] 105.4.1 Certificate of Construction. The code official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

E. Section [A] 105.4.2, "Certificate of Release," is added to read as follows:

[A] 105.4.2 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Multi-family dwellings.
2. Most commercial projects. The following commercial projects do not require Certificate of Release from the fire protection district (list is not all inclusive; contact the Building & Safety Division to verify):
 - a. Miscellaneous mechanical, plumbing, and electrical permits
 - b. Re-roofing or roof repairs
 - c. Public Pools
 - d. Signs (pole, wall and monument)
 - e. Partial Permits (with no work effecting fire suppression)
 - f. Demolition permits
 - g. Incidental repairs not effecting fire suppression.

F. Section [A] 105.7, "Placement of Permit," is amended to read as follows:

[A] 105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted the building permit in a highly visible location on the job site so as to allow the code official to conveniently make the required entries thereon regarding inspection of the work. The permit application, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until completion of the work and final approval has been granted by the code official.

G. Section [A] 108.2, "Schedule of permit fees," is amended to read as follows:

[A] 108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required by Section 106, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section [A] 106.3.4. and or amended construction documents as defined in [A] Section 106.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

H. Section [A] 108.6, "Refunds," is amended to read as follows:

[A] 108.6 Refunds. The building official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The building official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

Where no plan review fee was required, the building official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

I. Section [A] 108.7, "Reinspection Fees" is added to read as follows:

[A] 108.7 Reinspection Fees. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

J. Section [A] 109.5, "Inspection Requests" is amended to read as follows:

[A] 109.5 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

K. Section [A] 110.1, "Change of occupancy," is amended to read as follows:

[A] 110.1 Change of occupancy. A building or structure shall not be used or occupied in whole or in part, and a change of occupancy of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or other ordinances of the City of Rancho Cordova. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the City of Rancho Cordova shall not be valid.

Exceptions:

1. Certificates of occupancy are not required for work exempt from permits under Section 105.2.
2. Certificates of Occupancy are not required for R-3 One- or Two-Family Dwellings or Townhouse occupancies.
3. Accessory buildings or structures (Residential Only).

L. Section [A] 110.2, "Certificate issued." is amended to read as follows:

[A] 110.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws enforced by the Building & Safety Division, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. Where an automatic sprinkler system is provided, whether the sprinkler system is required.
12. Any special stipulations or conditions of the building permit.

M. Section [A] 111.3 "Authority to disconnect service utilities" is amended to read as follows:

[A] 111.3 Authority to disconnect service utilities. The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards in case of emergency where necessary to

eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 111.1 or 111.2. The code official shall notify the serving utility and, wherever possible, the owner or the owner's authorized agent and the occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner, the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the code official may institute any appropriate action to prevent, restrain, correct, or abate the violation.

N. Section [A] 111.3.1 "Authority to condemn building service equipment" is added to read as follows:

[A] 111.3.1 Authority to condemn building service equipment. Whenever the code official ascertains that any building service equipment regulated in the technical codes has become hazardous to life, health, or property or becomes unsanitary, the code official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given as soon as practical thereafter to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

O. Section [A] 111.3.2, "Connection after order to disconnect," is added to read as follows:

[A] 111.3.2 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the code official or the use of which has been ordered to be discontinued by the code official until the code official authorizes the reconnection and use of such equipment.

The code official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

P. Section [A] 113.4, "Violation penalties," is amended to read as follows:

[A] 113.4 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from all other fees and shall be collected regardless of whether a permit is then or subsequently issued. The violation fee shall not apply to emergency work when the Building Official determines that such work was urgently necessary and that it was not practical to obtain a permit prior to commencing the work. In such cases, a permit must be obtained as soon as it is practical to do so; if there is an unreasonable delay in obtaining such permit, the violation fee may be charged. Payment of the violation fee does not exempt any person from compliance with other provisions of this Code, the technical codes, or from any penalty otherwise prescribed by law.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, in addition to the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus violation related inspection time and violation related administrative work time, multiplied by the current labor rate for the appropriate position, in addition to the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

The Building Official shall have discretion to adjust a violation fee when extenuating circumstances exist.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

16.02.080 Amendments to the 2025 California Plumbing Code.

A. Section 104.2, "Exempt Work" is amended to read as follows:

104.2 Exempt Work. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. A permit shall not be required for the following:

Plumbing Permits. A plumbing permit shall not be required for the following:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

B. Section 104.3.2, "Plan Review Fees" is amended to read:

104.3.2 Plan Review Fees. Where a plan or other data is required to be submitted in accordance with Section 104.3.1, a plan review fee shall be paid at the time of submitting construction documents for review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 104.3.4 and or amended construction documents as defined in Section 104.3.5, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

C. Section 104.3.4, "Deferred submittals" is added to read as follows:

104.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

D. Section 104.3.5, "Amended construction documents" is added to read as follows:

104.3.5 Amended construction documents.

Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

E. Section 104.4.6, "Retention of Plans" is amended to read as follows:

104.4.6 Retention of Plans. One set of approved construction documents and computations, either paper or electronic, will be retained by the Authority Having Jurisdiction until final approval of the work covered therein.

Plans will be retained as required by the jurisdiction's Record Retention Policy, a copy of which is available for inspection from the Authority Having Jurisdiction.

F. Section 104.5, "Schedule of permit fees" is amended to read as follows:

104.5 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 104.3.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

G. Section 104.5.2, "Violation Fee" is amended to read as follows:

104.5.2 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from all other fees and shall be collected regardless of whether a permit is then or subsequently issued. The violation fee shall not apply to emergency work when the Building Official determines that such work was urgently necessary and that it was not practical to obtain a permit prior to commencing the work. In such cases, a permit must be obtained as soon as it is practical to do so; if there is an unreasonable delay in obtaining such permit, the violation fee may be charged. Payment of the violation fee does not exempt any person from compliance with other provisions of this Code, the technical codes, or from any penalty otherwise prescribed by law.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, in addition to the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus violation related inspection time and violation related administrative work time, multiplied by the current labor rate for the appropriate position, in addition to the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

The Building Official shall have discretion to adjust a violation fee when extenuating circumstances exist.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

H. Section 104.5.3, "Fee Refunds" is amended to read as follows:

104.5.3 Fee Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code. Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

I. Section 105.2.3, "Inspection Requests" is amended to read as follows:

105.2.3 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

J. Section 105.2.4, "Advance Notice" is deleted.

K. Section 105.2.6, "Reinspections" is amended to read as follows:

105.2.6 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which an inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.

7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

- L. Section 106.2, "Notices of Violation" is amended to read as follows:

106.2 Notices of Violation. Notices of violation shall be written by the Authority Having Jurisdiction and shall be permitted to be posted at the site of the work or mailed or delivered to the permittee or their authorized representative.

Refusal, failure, or neglect to comply with such notice or order within the prescribed timeframe, shall be considered a violation of this code and shall be subject to the penalties set forth by the governing laws of the jurisdiction.

- M. Section 106.5, "Authority to disconnect service utilities" is amended to read as follows:

106.5 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The building official shall notify the serving utility, and wherever possible the owner or the owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

When any building service equipment is maintained in violation of the technical codes and in violation of any notice issued pursuant to the provisions of this section, the building official may institute any appropriate action to prevent, restrain, correct, or abate the violation.

- N. Section 106.6, "Authority to condemn building service equipment" is amended to read as follows:

106.6 Authority to condemn building service equipment. Whenever the building official ascertains that any building service equipment regulated in the technical codes has become hazardous to life, health, or property or becomes unsanitary, the code official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order.

No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given as soon as practical thereafter to the utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the technical codes and in violation of any notice issued pursuant to the provisions of this section, the building official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

O. Section 106.7, "Connection after order to disconnect" is added to read as follows:

106.7 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

P. Section [A] 108.2, "Schedule of permit fees," is amended to read as follows:

[A] 108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required by Section 106, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section [A] 106.3.4. and or amended construction documents as defined in [A] Section 106.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

16.02.090 Amendments to the 2022 California Mechanical Code.

A. Section 104.3.2, "Plan Review Fees" is amended to read:

104.3.2 Plan Review Fees. Where a plan or other data is required to be submitted in accordance with Section 104.3.1, a plan review fee shall be paid at the time of submitting construction documents for review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 104.3.4 and or

amended construction documents as defined in Section 104.3.5, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

B. Section 104.3.4, "Deferred submittals" is added to read as follows:

104.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

C. Section 104.4.6, "Retention of Plans" is amended to read as follows:

104.4.6 Retention of Plans. One set of approved construction documents and computations, either paper or electronic, will be retained by the Authority Having Jurisdiction until final approval of the work covered therein.

Plans will be retained as required by the jurisdiction's Record Retention Policy, a copy of which is available for inspection from the Authority Having Jurisdiction.

D. Section 104.5, "Schedule of permit fees" is amended to read as follows:

104.5 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 104.3.1, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

E. Section 104.5.2, "Violation Fee" is amended to read as follows:

104.5.2 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official,

or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from all other fees and shall be collected regardless of whether a permit is then or subsequently issued. The violation fee shall not apply to emergency work when the Building Official determines that such work was urgently necessary and that it was not practical to obtain a permit prior to commencing the work. In such cases, a permit must be obtained as soon as it is practical to do so; if there is an unreasonable delay in obtaining such permit, the violation fee may be charged. Payment of the violation fee does not exempt any person from compliance with other provisions of this Code, the technical codes, or from any penalty otherwise prescribed by law.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, in addition to the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus violation related inspection time and violation related administrative work time, multiplied by the current labor rate for the appropriate position, in addition to the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

The Building Official shall have discretion to adjust a violation fee when extenuating circumstances exist.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

F. Section 104.5.3, "Refunds" is amended to read as follows:

104.5.3 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code. Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

G. Section 105.2.3, "Inspection Requests" is amended to read as follows:

105.2.3 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

H. Section 105.2.4, "Advance Notice" is deleted, and incorporated into section 105.2.3

I. Section 105.2.6, "Reinspections" is amended to read as follows:

105.2.6 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which an inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

J. Section 106.2, "Notices of Violation" is amended to read as follows:

106.2 Notices of Violation. Notices of violation shall be written by the Authority Having Jurisdiction and shall be permitted to be posted at the site of the work or mailed or delivered to the permittee or their authorized representative.

Refusal, failure, or neglect to comply with such notice or order within the prescribed timeframe, shall be considered a violation of this code and shall be subject to the penalties set forth by the governing laws of the jurisdiction.

K. Section 106.5, "Authority to disconnect service utilities" is amended to read as follows:

106.5 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The building official shall notify the serving utility, and wherever possible the owner or the owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or the owner's authorized agent or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

When any building service equipment is maintained in violation of the technical codes and in violation of any notice issued pursuant to the provisions of this section, the building official may institute any appropriate action to prevent, restrain, correct, or abate the violation.

L. Section 106.6, "Authority to condemn building service equipment" is amended to read as follows:

106.6 Authority to condemn building service equipment. Whenever the building official ascertains that any building service equipment regulated in the technical codes has become hazardous to life, health, or property or becomes unsanitary, the code official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given as soon as practical thereafter to the utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the technical codes and in violation of any notice issued pursuant to the provisions of this section, the building official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

M. Section 106.7, "Connection after order to disconnect" is added to read as follows:

106.7 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

N. Table 104.5 “Mechanical Permit Fees” is deleted.

16.02.100 Administration of the Technical Codes.

A. Rancho Cordova Building Code. The Rancho Cordova Building Code contained within Chapter 16.04 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2025 California Building Code, as adopted and amended by this Chapter.

B. Rancho Cordova Residential Building Code. The Rancho Cordova Residential Building Code contained within Chapter 16.06 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2025 California Residential Code, as adopted and amended by this Chapter.

C. Rancho Cordova Electrical Code. The Rancho Cordova Electrical Code contained with Chapter 16.28 of the RCMC shall be governed by the administrative, organizational, and enforcement rules of the 2025 California Building Code, as adopted and amended by this Chapter.

D. Rancho Cordova Energy Code. The Rancho Cordova Energy Code contained with Chapter 16.26 of the RCMC shall be governed by the administrative, organizational, and enforcement rules of the 2025 California Building Code, as adopted and amended by this Chapter.

E. Rancho Cordova Historical Building Code. The Rancho Cordova Historical Building Code contained within Chapter 16.05 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2025 California Building Code, as amended and adopted by this Chapter, and the 2025 California Historical Building Code, as adopted by this Chapter.

F. Rancho Cordova Existing Building Code. The Rancho Cordova Existing Building Code contained within Chapter 16.10 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2025 California Building Code, as amended and adopted by this Chapter, and the 2025 California Existing Building Code, as adopted by this Chapter.

G. Rancho Cordova Plumbing Code. The Rancho Cordova Plumbing Code contained within Chapter 16.24 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2025 California Building Code, as amended and adopted by this Chapter, and the 2025 California Plumbing Code, as adopted by this Chapter.

H. Rancho Cordova Mechanical Code. The Rancho Cordova Mechanical Code contained within Chapter 16.32 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2025 California Building Code, as amended and adopted by this Chapter, and the 2025 California Mechanical Code, as adopted by this Chapter.

I. Rancho Cordova Green Building Code. The Rancho Cordova Green Building Code contained within Chapter 16.38 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2025 California Building Code, as adopted and amended by this Chapter.

H. Rancho Cordova Swimming Pool and Spa Code. The Rancho Cordova Swimming Pool and Spa Code contained within Chapter 16.36 of the Rancho Cordova Municipal Code, shall be governed by the administrative, organizational, and enforcement rules of the 2025 California Building Code, as amended and adopted by this Chapter.

K. Rancho Cordova Moving Buildings Code. The Rancho Cordova Moving Buildings Code are contained within RCMC chapter 16.40, "Moving Buildings."

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.04, "BUILDING CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO THE 2025 CALIFORNIA BUILDING CODE BASED ON THE 2024 INTERNATIONAL BUILDING CODE

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

Section 1. Title 16, Chapter 16.04, "Building Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.04
BUILDING CODE**

Sections:

- 16.04.010 Title.
- 16.04.020 Purpose.
- 16.04.030 Adoption of Building Codes.
- 16.04.040 Amendment of Adopted Codes.

16.04.010 Title.

This chapter shall be known and cited as the Rancho Cordova Building Code.

16.04.020 Purpose.

The purpose of the Rancho Cordova Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction, and certain equipment specifically regulated herein.

16.04.030 Adoption of building codes.

The 2025 California Building Code, Part 2, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the International Building Code, 2024 Edition, published by the International Code Council, including Appendix C (Group U-Agricultural Buildings), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.04.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.04.030, the State Code is amended as follows:

A. Section 1907.4, "Vapor retarder," is amended to read as follows:

1907.4 Vapor retarder. Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a

minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size. All occupancies; A 10-mil (0.010 inch; 0.254 mm) polyethylene vapor retarder conforming to ASTM E1745 Class A requirements with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where a base course does not exist, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports attached to occupancies in Group R-3.
3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.
4. For driveways, walks, patios and other flatwork which will not be enclosed at a later date.
5. Where approved by the building official, based on local site conditions.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ITEM 10.3.

ATTACHMENT 2

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.05, "HISTORICAL BUILDING CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2025 CALIFORNIA HISTORICAL BUILDING CODE

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

Section 1. Title 16, Chapter 16.05, "Historical Building Code," is hereby adopted, to read as follows:

**Chapter 16.05
HISTORICAL BUILDING CODE**

Sections:

- 16.05.010 Title.
- 16.05.020 Purpose.
- 16.05.030 Adoption of Historical Building Code.

16.05.010 Title.

This chapter shall be known and cited as the Rancho Cordova Historical Building Code.

16.05.020 Purpose.

The purpose of the Rancho Cordova Historical Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of Historical buildings and structures within this jurisdiction.

16.05.030 Adoption of the Historical Building Code.

The 2025 California Historical Building Code, Part 8, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.06, "RESIDENTIAL CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO THE 2025 CALIFORNIA RESIDENTIAL CODE BASED ON THE 2024 INTERNATIONAL RESIDENTIAL CODE

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

Section 1. Title 16, Chapter 16.06, "Residential Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.06
RESIDENTIAL BUILDING CODE**

Sections:

- 16.06.010 Title.
- 16.06.020 Purpose.
- 16.06.030 Adoption of building codes.
- 16.06.040 Scope.
- 16.06.050 Amendment of adopted codes.

16.06.010 Title.

This chapter shall be known and cited as the Rancho Cordova Residential Building Code.

16.06.020 Purpose.

The purpose of the Rancho Cordova Residential Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction, and certain equipment specifically regulated herein.

16.06.030 Adoption of building codes.

The 2025 California Residential Code, Part 2.5, (hereinafter referred to as the "CRC") Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the International Residential Code, 2024 Edition, as published by the International Code Council, including Appendices BH (Automatic Vehicular Gates), BI (Light Straw-Clay Construction), BJ (Strawbale Construction), and BO (Existing Buildings and Structures) and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.06.040 Scope.

The provisions of the Rancho Cordova Residential Building Code shall serve as the organizational, and enforcement rules and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of

residential buildings and structures; including, but not limited to, one and two-family dwellings, townhomes, docks, boathouses, and building service equipment within this jurisdiction.

16.06.050 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.06.030, the State Code is amended as follows:

A. Section R506.3.3, "Vapor retarder," is amended to read as follows:

R506.3.3 Vapor retarder. Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size. A 10-mil (0.010 inch; 0.254 mm) polyethylene vapor retarder conforming to ASTM E1745 Class A requirements with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where a base course does not exist, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. Garages, utility buildings and other unheated accessory structures.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports.
3. For driveways, walks, patios and other flatwork not likely to be enclosed at a later date.
4. Where approved by the building official, based on local site conditions.

B. Section Appendix BO105.5. Electrical equipment and wiring, is amended to read as follows:

BO105.5 Electrical equipment and wiring. Electrical equipment and wiring shall comply with the *2025 California Electrical Code* as adopted.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.10, "EXISTING BUILDING CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2025 CALIFORNIA EXISTING BUILDING CODE

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

Section 1. Title 16, Chapter 16.10, "Existing Building Code," is hereby adopted, to read as follows:

**Chapter 16.10
EXISTING BUILDING CODE**

Sections:

- 16.10.010 Title.
- 16.10.020 Purpose.
- 16.10.030 Adoption of Existing Building Code.

16.10.010 Title.

This chapter shall be known and cited as the Rancho Cordova Existing Building Code.

16.10.020 Purpose.

The purpose of the Rancho Cordova Existing Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of existing buildings and structures within this jurisdiction.

16.10.030 Adoption of the Existing Building Code.

The 2025 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.24, "PLUMBING CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO THE 2025 CALIFORNIA PLUMBING CODE BASED ON THE 2024 UNIFORM PLUMBING CODE

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

Section 1. Title 16, Chapter 16.24, "Plumbing Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.24
PLUMBING CODE**

Sections:

- 16.24.010 Title.
- 16.24.020 Purpose.
- 16.24.030 Adoption of plumbing codes.
- 16.24.040 Amendment of adopted codes.

16.24.010 Title.

This chapter shall be known and cited as the Rancho Cordova Plumbing Code.

16.24.020 Purpose.

The purpose of the Rancho Cordova Plumbing Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare.

16.24.030 Adoption of plumbing codes.

The 2025 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the Uniform Plumbing Code, 2024 Edition, as published by the International Association of Plumbing and Mechanical Officials, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.24.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.24.030, the State Code, is amended as follows:

- A. 103.5, "Private Sewage Disposal Systems," is added to read as follows:

103.5 Private Sewage Disposal Systems. The installation of private sewage disposal systems is under the jurisdiction of the Environmental Health Division of the Sacramento County Environmental Management Department.

B. Section 312.4 is amended to read as follows:

312.4 Piping subject to corrosion, erosion, or mechanical damage shall be protected in an approved manner.

312.4.1 Each system of buried ferrous piping used for either potable water or gas supply shall have a protective coating of an approved type, machine applied and conforming to recognized standards. Field wrapping shall provide equivalent protection and is restricted to those short sections and fittings necessarily stripped for threading.

312.4.2 All buried ferrous piping shall be provided with cathodic protection installed according to Table 312 of this Section and the following requirements:

1. Galvanic anodes for cathodic protection of ferrous piping shall be buried not less than 3 feet below grade and below the bottom of the pipe to be protected. They shall be not less than 4 feet horizontally from any buried metallic pipe. Before back filling, the anode shall be flooded with a minimum of 5 gallons of water. When connected to the pipe being protected, less than 6 inches above grade, the anode shall be connected with a thermite weld. Connections 6 inches or more above grade may be made by the use of a listed mechanical clamp.
2. Water supply piping shall be isolated at the connection of the utility or private tap from the water main and at each building foundation line adjacent to the full-way shutoff valve.
3. Gas supply piping shall be isolated adjacent to each foundation line or at the appliance when located outside the building and from the serving gas supplier's service equipment.
4. Approved isolation fittings shall be located a minimum of 6 inches above grade, except that fitting at the water tap.
5. Any piping laid in the same trench with pipe requiring cathodic protection shall be separated laterally a minimum of 12 inches from the protected pipe, and piping installed diagonally above the pipe requiring cathodic protection shall be separated vertically a minimum of 6 inches. All separations shall be maintained with clean earth in accordance with Section 314.0.

C. Table 312 is added to read as follows:

Table 312

ANODE SELECTION CHART

Allowable length of coated and wrapped buried ferrous gas or water pipe for each size anode						
	Pipe Size					
Anode Size	1/2"	3/4" & 1"	1 1/4" & 1 1/2"	2"	3"	4"
1 lb. anode	50'	—	—	—	—	—
3 lb. anode	150'	100'	50'	50'	—	—
9 lb. anode	500'	200'	200'	150'	100'	100'
17 lb. anode	—	500'	350'	300'	250'	150'
32 lb. anode	—	—	500'	500'	450'	350'

D. Section 713.4 is amended to read as follows:

713.4 The public sewer shall be permitted to be considered as not being available when such public sewer or any building or exterior drainage facility connected thereto is located more than two hundred (200) feet (61 m) from the property line.

E. Section D101.1, "Applicability," of Appendix D, is amended to read as follows:

D101.1 Applicability. This appendix provides general guidelines for the sizing of storm water drainage systems. Roof drains, leaders and rainwater piping shall be designed to carry away rainfall at the rate of at least 3 inches of rainfall per hour, based on locally established values.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.26, "ENERGY CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2025 CALIFORNIA ENERGY CODE

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

Section 1. Title 16, Chapter 16.26, "Energy Code," is hereby adopted, to read as follows:

**Chapter 16.26
ENERGY CODE**

Sections:

- 16.26.010 Title.
- 16.26.020 Purpose.
- 16.26.030 Adoption of Energy Code.

16.05.010 Title.

This chapter shall be known and cited as the Rancho Cordova Energy Code.

16.05.020 Purpose.

The purpose of the Rancho Cordova Energy Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all duly designated historic buildings and structures within this jurisdiction.

16.05.030 Adoption of the Energy Code.

The 2025 California Energy Code, Part 6, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.28, "ELECTRICAL CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO THE 2025 CALIFORNIA ELECTRICAL CODE BASED ON THE 2023 NATIONAL ELECTRICAL CODE

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

Section 1. Title 16, Chapter 16.28, "Electrical Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.28
ELECTRICAL CODE**

Sections:

- 16.28.010 Title.
- 16.28.020 Purpose.
- 16.28.030 Adoption of electrical codes.
- 16.28.040 Amendment of adopted codes.

16.28.010 Title.

This chapter shall be known and cited as the Rancho Cordova Electrical Code.

The purpose of the Rancho Cordova Electrical Code is to provide minimum electrical system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, and quality of materials.

16.28.030 Adoption of electrical codes.

The 2025 California Electrical Code (excluding all Appendices), Part 3, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the National Electrical Code, 2023 Edition (excluding all Appendices), published by the National Fire Protection Association, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.28.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.28.030, the State Code is amended as follows:

A. Article 230.28(C) and (D) are added to read as follows:

230.28(C) Service Entrance or Load Centers located in walls or partitions. When overhead service entrance conductors are installed in walls or partitions, they shall be enclosed in Rigid Metallic Conduit (RMC) or Intermediate Metallic Conduit of 1 1/2 inch minimum trade size.

230.28(D) Service Entrance method of attachment. No new or replacement overhead service drop shall be attached to the structure. The service mast shall be used as the support and shall be of minimum 1 1/2" Rigid Metallic Conduit (RMC) or Intermediate Metallic Conduit (IMC).

B. Article 230.70(D) is added to read as follows:

230.70(D) Ten Foot Limit for Service Raceway. Service entrance conductors shall not extend inside any building for more than ten feet to reach the disconnect or overcurrent protection device except when under a concrete floor. Special permission of SMUD and the Authority Having Jurisdiction must be obtained to increase this distance. (Reference SMUD Regulations)

C. Article 300.5(L) is added to read as follows:

300.5(L) Depth Requirement. All underground service entrance raceways shall be buried a minimum of 30 inches below grade (35" near the SMUD service box) unless located below a concrete building slab, in which case, the depth may be reduced to 12 inches below grade. (Reference SMUD Regulations)

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.32, "MECHANICAL CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2025 CALIFORNIA MECHANICAL CODE BASED ON THE 2024 UNIFORM MECHANICAL CODE

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

Section 1. Title 16, Chapter 16.32, "Mechanical Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.32
MECHANICAL CODE**

Sections:

- 16.32.010 Title.
- 16.32.020 Purpose.
- 16.32.030 Adoption of mechanical codes.

16.32.010 Title.

This chapter shall be known and cited as the Rancho Cordova Mechanical Code.

16.32.020 Purpose.

The purpose of the Rancho Cordova Mechanical Code is to provide minimum system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances within this jurisdiction.

16.32.030 Adoption of mechanical codes.

The 2025 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the Uniform Mechanical Code, 2024 Edition, published by the International Association of Plumbing and Mechanical Officials, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.36, "SWIMMING POOL CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO SECTION 3109 OF THE 2025 CALIFORNIA BUILDING CODE AND APPENDIX CI OF THE 2025 RESIDENTIAL CODE

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

Section 1. Title 16, Chapter 16.36, "Swimming Pool Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.36
SWIMMING POOL AND SPA SAFETY CODE**

Sections:

- 16.36.010 Title.
- 16.36.020 Purpose.
- 16.36.030 Adoption of specific codes.
- 16.36.040 Scope.
- 16.36.050 Definitions.
- 16.36.060 Amendments to the California Building Code.
- 16.36.070 Amendments to the California Residential Code.

16.36.010 Title.

This chapter shall be known and cited as the Rancho Cordova Swimming Pool and Spa Safety Code.

16.36.020 Purpose.

The purpose of the Rancho Cordova Swimming Pool and Spa Safety Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare within this jurisdiction, as well as to reference the many different codes that pertain to swimming pools, spa and hot tub safety.

16.36.030 Adoption of specific codes.

Public, commercial and residential swimming pools shall comply with Health and Safety Code Sections 115920 through 115929.

Authority: Health and Safety Code Section 115920 et seq., AB3305, Statutes 1996, C.925.

Residential, public and/or commercial swimming pools and spas shall comply with the requirements of Section 3109 of the 2025 California Building Code and Appendix CI of the 2025 California Residential Code.

Residential, public and commercial swimming pools shall comply with the requirements of the 2025 California Electrical Code, 2025 California Plumbing Code, 2025 California Mechanical Code and 2025 California Energy Code.

16.36.040 Scope

The provisions of the Rancho Cordova Swimming Pool and Spa Safety Code shall serve as the administrative, organizational, enforcement rules, and regulations for the technical codes that regulate pool, spa, hot tub, water-containing devices intended for human immersion, and associated service equipment safety within this jurisdiction.

16.36.050 Definitions

Definitions for the administrative, organizational, enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, and use of swimming pools, spas, hot tubs, and other water-containing devices intended for swimming or recreational bathing, and associated service equipment within this jurisdiction are contained within the 2025 California Building Code, Chapter 2, the 2025 California Residential Code, Chapter 2, and California Health and Safety Code Section 115921.

16.36.060 Amendments to the 2025 California Building Code and 2025 California Residential Code

A. California Building Code Chapter 31, Section 3109.2 “115921(c)” and the California Residential Code Appendix CI, section “115921(c)” are amended to read as follows:

115921. (c) *“Enclosure” means a permanent fence wall, or other barrier that isolates a swimming pool from access to the home or neighboring properties. The term “permanent” shall mean not being able to be removed, lifted, or relocated without the use of a tool.*

B. California Building Code Chapter 31, Section 3109.2, “115922” and the California Residential Code Appendix CI, section “115922” are amended to read as follows:

115922. (a) *Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be isolated from access from other properties by an enclosure that meets the requirements of Section 115923, and at least two of the following seven drowning prevention safety features:*

(1) *An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.*

(2) *Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.*

(3) *An approved safety pool cover, as defined in subdivision (d) of Section 115921.*

(4) *Exit alarms on the private single-family home’s doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that “the door to the pool is open.”*

(5) *A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home’s doors providing direct access to the swimming pool or spa.*

(6) *An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be*

independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

(7) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

(b) Before the issuance of a final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention features required by this section and, if no violations are found, shall give final approval.

16.36.070 Swimming Pool Safety Code

California Health and Safety Code Section 115920-115929 (as amended)

The California Building Code Chapter 31, Section 3109.2 "11590-115929" (as amended) and the California Residential Code Appendix CI, section "115920-115929" (as amended), are as follows:

115920. This act shall be known and may be cited as the Swimming Pool Safety Act.

[Added by Stats. 1996, Ch. 925, Sec. 3.5. Effective January 1, 1997.]

115921. As used in this article, the following terms have the following meanings:

(a) "Swimming pool" or "pool" means any structure intended for swimming or recreational bathing that contains water over 18 inches deep. "Swimming pool" includes in-ground and aboveground structures and includes, but is not limited to, hot tubs, spas, portable spas, and nonportable wading pools.

(b) "Public swimming pool" means a swimming pool operated for the use of the general public with or without charge, or for the use of the members and guests of a private club. Public swimming pool does not include a swimming pool located on the grounds of a private single-family home.

(c) "Enclosure" means a permanent fence wall, or other barrier that isolates a swimming pool from access to the home or neighboring properties. The term "permanent" shall mean not being able to be removed, lifted, or relocated without the use of a tool.

(d) "ANSI/APSP performance standard" means a standard that is accredited by the American National Standards Institute (ANSI) and published by the Association of Pool and Spa Professionals (APSP).

(e) "Suction outlet" means a fitting or fixture typically located at the bottom or on the sides of a swimming pool that conducts water to a recirculating pump.

[Amended by Stats. 2024, Ch. 769, (SB 552) Effective January 1, 2025.]

115922. (a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be isolated from access from other properties by an enclosure that meets the requirements of Section 115923, and at least two of the following seven drowning prevention safety features:

(1) An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.

(2) Removable mesh fencing that meets the ASTM International F2286 standard in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

(3) A manually operated or power-operated safety pool cover that is accompanied by a label verifying that the cover meets the specifications of the ASTM International F1346-23 standard.

(4) Exit alarms on the private single-family home's doors and windows that provide direct access to the swimming pool or spa without any intervening enclosure. Whenever any door or window is opened or left ajar, exit alarms shall make either an audible, continuous alarm sound or a repeating verbal warning, such as a notification that "the door to the pool is open." An exit alarm may be battery operated or connected to the electrical wiring of the building.

(5) A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home's doors providing direct access to the swimming pool or spa.

(6) An alarm in good repair and operable as designed that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM International F2208 standard that includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

(7) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by ASTM International, the American Society of Mechanical Engineers, or another nationally recognized standards development organization, and the feature is accompanied by a label verifying that the protection meets those standards.

(b) The requirements of subdivision (a) are not satisfied by any of the following:

(1) An exit alarm and a self-closing, self-latching device on the same door.

(2) An exit alarm and a door latch on separate doors.

(3) A safety pool cover and an alarm described in paragraph (6) of subdivision (a).

(c) Before the issuance of a final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention features required by this section and, if no violations are found, shall give final approval.

[Amended by Stats. 2024, Ch. 745 (AB 2866) and Ch. 769, (SB 552) Effective January 1, 2025.]

115923. *An enclosure shall have all of the following characteristics:*

(a) Any access gates through the enclosure open away from the swimming pool, and are self-closing with a self-latching device placed no lower than 60 inches above the ground.

- (b) A minimum height of 60 inches.*
- (c) A maximum vertical clearance from the ground to the bottom of the enclosure of two inches.*
- (d) Gaps or voids, if any, do not allow passage of a sphere equal to or greater than four inches in diameter.*
- (e) An outside surface free of protrusions, cavities, or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.*

[Added by Stats. 1996, Ch. 925, Sec. 3.5. Effective January 1, 1997.]

115924. *(a) Any person entering into an agreement to build a swimming pool or spa, or to engage in permitted work on a pool or spa covered by this article, shall give the consumer notice of the requirements of this article.*

(b) Pursuant to existing law, the Department of Health Services shall have available on the department's Web site, commencing January 1, 2007, approved pool safety information available for consumers to download. Pool contractors are encouraged to share this information with consumers regarding the potential dangers a pool or spa poses to toddlers. Additionally, pool contractors may provide the consumer with swimming pool safety materials produced from organizations such as the United States Consumer Product Safety Commission, Drowning Prevention Foundation, California Coalition for Children's Safety & Health, Safe Kids Worldwide, Association of Pool and Spa Professionals, or the American Academy of Pediatrics.

[Amended by Stats. 2006, Ch. 478, Sec. 3. Effective January 1, 2007.]

115925. *The requirements of this article do not apply to any of the following:*

- (a) Public swimming pools.*
- (b) Hot tubs or spas with locking safety covers that comply with the ASTM International F1346 standard.*
- (c) An apartment complex, or any residential setting other than a single-family home.*

[Amended by Stats. 2024, Ch. 769, (SB 552) Effective January 1, 2025.]

115926. *(a) The State Department of Social Services shall prescribe drowning prevention safety standards governing all swimming pools and other bodies of water located at facilities regulated by the department, regardless of whether the swimming pool is also subject to this article. The department may adopt higher drowning prevention safety standards than the requirements of this article. The department shall adopt regulations required by this section by January 1, 2027.*

(b) Notwithstanding the rulemaking provisions of the Administrative Procedure Act (Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code), the State Department of Social Services may implement, interpret, or make specific this article by means of interim licensing standards or similar written instructions until regulations are adopted. These interim licensing standards or similar written instructions shall have the same force and effect as regulations until January 1, 2027.

[Added by Stats. 2024, Ch. 745, (AB 2866) Effective January 1, 2025.]

115927. *Notwithstanding any other provision of law, this article shall not be subject to further modification or interpretation by any regulatory agency of the state, this authority being reserved*

exclusively to local jurisdictions, as provided for in paragraph (7) of subdivision (a) of Section 115922 and subdivision (c) of Section 115925.

[Amended by Stats. 2018, Ch. 957, Sec. 13. (SB 1078) Effective January 1, 2019.]

115928. *Whenever a building permit is issued for the construction of a new swimming pool or spa, the pool or spa shall meet all of the following requirements:*

(a) (1) The suction outlets of the pool or spa for which the permit is issued shall be equipped to provide circulation throughout the pool or spa as prescribed in paragraphs (2) and (3).

(2) The swimming pool or spa shall either have at least two circulation suction outlets per pump that shall be hydraulically balanced and symmetrically plumbed through one or more "T" fittings, and that are separated by a distance of at least three feet in any dimension between the suction outlets, or be designed to use alternatives to suction outlets, or be designed to use alternatives to suction outlets, including, but not limited to, skimmers or perimeter overflow systems to conduct water to the recirculation pump.

(3) The circulation system shall have the capacity to provide a complete turnover of pool water, as specified in Section 3124B of Chapter 31B of the California Building Standards Code (Title 24 of the California Code of Regulations).

(b) Suction outlets shall be covered with anti-entrapment grates, as specified in the ANSI/APSP-16 performance standard or successor standard designated by the federal Consumer Product Safety Commission, that cannot be removed except with the use of tools. Slots or openings in the grates or similar protective devices shall be of a shape, area, and arrangement that would prevent physical entrapment and would not pose any suction hazard to bathers.

(c) Any backup safety system that an owner of a new swimming pool or spa may choose to install in addition to the requirements set forth in subdivisions (a) and (b) shall meet the standards as published in the document, "Guidelines for Entrapment Hazards: Making Pools and Spas Safer," Publication Number 363, March 2005, United States Consumer Product Safety Commission.

[Amended by Stats. 2012, Ch. 679, Sec. 2. (AB 2114) Effective January 1, 2013.]

115928.5. *Whenever a building permit is issued for the remodel or modification of an existing swimming pool, toddler pool, or spa, the permit shall require that the suction outlet or suction outlets of the existing swimming pool, toddler pool, or spa be upgraded so as to be equipped with anti-entrapment grates, as specified in the ANSI/APSP-16 performance standard or a successor standard designated by the federal Consumer Product Safety Commission.*

[Amended by Stats. 2012, Ch. 679, Sec. 3. (AB 2114) Effective January 1, 2013.]

115929. *(a) The Legislature encourages a private entity, in consultation with the Epidemiology and Prevention for Injury Control Branch of the department, to produce an informative brochure or booklet, for consumer use, explaining the child drowning hazards of, possible safety measures for, and appropriate drowning hazard prevention measures for, home swimming pools and spas, and to donate the document to the department.*

(b) The Legislature encourages the private entity to use existing documents from the United States Consumer Product Safety Commission on pool safety.

(c) If a private entity produces the document described in subdivisions (a) and (b) and donates it to the department, the department shall review and approve the brochure or booklet.

(d) Upon approval of the document by the department, the document shall become the property of the state and a part of the public domain. The department shall place the document on its Web site in a format that is readily available for downloading and for publication. The department shall review the document in a timely and prudent fashion and shall complete the review within 18 months of receipt of the document from a private entity.

[Added by Stats. 2003, Ch. 422, Sec. 3. Effective January 1, 2004.]

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.38, "GREEN BUILDING CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE

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

Section 1. Title 16, Chapter 16.38, "Green Building Code," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.38
GREEN BUILDING CODE**

Sections:

- 16.38.010 Title.
- 16.38.020 Purpose.
- 16.38.030 Adoption of green building codes.

16.38.010 Title.

This chapter shall be known and cited as the Rancho Cordova Green Building Code.

16.38.020 Purpose.

The purpose of the Rancho Cordova Green Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction.

16.38.030 Adoption of green building codes.

All deemed Mandatory provisions of the 2025 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 16.40, "MOVING BUILDINGS" OF THE RANCHO CORDOVA MUNICIPAL CODE

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

Section 1. Title 16, Chapter 16.40, "Moving Buildings," is hereby repealed and replaced, in its entirety, to read as follows:

**Chapter 16.40
MOVING BUILDINGS**

Sections:

- 16.40.010 Permit required.
- 16.40.020 Building relocation application and plan submittal.
- 16.40.030 Inspections prior to relocation.
- 16.40.040 Application approval.
- 16.40.050 Approval limitation on building relocation application.
- 16.40.060 Posting notice of intention to move.
- 16.40.070 Denial of building permit.
- 16.40.080 Appeals.
- 16.40.090 Issuance of building permit.
- 16.40.100 Authority to issue building permit.
- 16.40.110 Liability insurance required.
- 16.40.120 House and building moving requirements – Flags, lights, etc.
- 16.40.130 Approval of house and building moving equipment and apparatus and route by Director of Public Works – Bond required.
- 16.40.140 Highway moving permit.
- 16.40.150 Highway moving permit limitations – Time.
- 16.40.160 Public nuisance.

16.40.010 Permit required.

No person shall move or cause to be relocated any building or structure across any public street or highway, or from one property to another, or from one location to another in the city, or from any city or county outside of the city of Rancho Cordova, without first obtaining a moving permit through the procedures provided in this chapter.

16.40.020 Building relocation application and plan submittal.

Application for building relocation shall be filed with the Building Official.

A. Contents of Application. The application shall specify the existing location of the building, size, and character of the building to be relocated, the proposed improvements or changes, if any, the proposed location, the property owner's name and address, the intended use of the building.

B. Plan Submittal. Three complete sets of plans are required for the building permit along with a completed building permit application. The plot plan for the proposed location, fully dimensioned, and drawn to scale, shall show location of the building,

indicating proposed setbacks of the building and size, location, and use of *all* existing structures at the proposed location, and site development required. Architectural plans must be fully dimensioned, and drawn to scale, and be no smaller than 18 inches x 24 inches in paper size for review purposes. Plans must include foundation designs from a qualified design professional, which may include geotechnical reports for soil conditions.

C. Entry and Site Identification. The applicant shall arrange for entry of the buildings proposed to be relocated and provide a stake driven in the ground, protruding four feet above grade, at the front and rear of the proposed location for posting and attaching house numbers as provided by RCMC 16.40.050.

16.40.030 Inspections prior to relocation.

Within five working days of being notified by the applicant, the Building Official shall cause the inspection of the building to be relocated.

16.40.040 Application approval.

After reviewing the application for building relocation and inspection of the building and proposed location, the Building Official shall give his or her approval in writing and so notify the property owner and applicant of the requirements imposed on his approval.

Upon said approval, the Building Official shall cause the building and the proposed location to be posted with an “notice of intention to move” sign as provided in RCMC 16.40.050.

16.40.050 Approval limitation on building relocation application.

Approval of building relocation application shall be limited to 60 days from completion of the posting period when no appeal is filed.

16.40.060 Posting notice of intention to move.

When the building has been approved for relocation to a new site, the Building Official shall cause a “notice of intention to move” sign to be posted, on stakes, for **five working days** from date of posting, with assigned house number, provided by the applicant, at the front and rear of the proposed site and on the front of the building proposed to be moved; such notice shall not be less than 13 inches by 19 inches in size and shall set forth the character of the building to be moved, the present and proposed site of the building, and the date of posting.

Exception: Buildings being moved from outside the city limits of Rancho Cordova into the City of Rancho Cordova shall require a **ten working day** posting period in lieu of five days.

A. The building shall not be moved from the location shown on the application for the duration of the required posting period. If for any reason the posting period has been interrupted, the building and proposed site shall be reposted for an additional five working days (or ten working days if outside the city limits).

B. No building shall be temporarily relocated on present or other property for temporary storage purposes, except legal contractors’ storage yards, without having written approval of Building Official and the owner of the property used for this temporary storage. The Building Official may require a surety bond, cash bond, or other means to ensure the removal of the building and may set a time limit as deemed necessary to protect the public and the City of Rancho Cordova.

C. No moving permit shall be issued, nor the building moved from the existing location, until the required posting and appeal period has elapsed.

D. Exemption from Posting. A building being relocated on existing property, when approved by the Building Official, may be exempted from the posting requirements.

16.40.070 Denial of building permit.

A. The application for a building permit shall be denied when:

1. Any unlawful, dangerous, or defective condition of a building proposed to be moved is such that remedy or correction cannot effectively be made; or
2. The relocation of the building to the proposed site would cause appreciable damage to or be materially detrimental to the property or improvements in the district within the immediate vicinity of the proposed new location; or
3. The structure is of a type prohibited at the proposed location by law or regulation of the city.

B. The Building Official, or his or her designees, shall inform the applicant of the denial in writing within 10 working days of the filing of the application. The denial shall set forth the reasons therefor, shall designate the applicable provisions of the law or regulations upon which the denial is predicated.

16.40.080 Appeals.

Appeals to the denial of a permit to relocate a building shall follow the procedure as set forth in RCMC 16.18 Nuisance Code, Sections 16.18.504 through 16.18.513.

16.40.090 Issuance of building permit.

A. If a building permit is granted, it shall be granted under conditions which shall require the owner, or agent of the owner, of any building to be moved to comply with the provisions of all applicable state laws and local ordinances, to make such changes or repairs as may be necessary to comply therewith or to fill remaining basements or other subsequent openings on the property.

B. No building relocated in accordance with the provisions of this chapter shall be used or occupied or have utility services connected thereto until said necessary changes or repairs have been completed.

C. Any building relocated in another location shall be brought up to current regulations of the building, plumbing, mechanical, and electrical codes. The Building Official *may* waive a specific requirement when the requirement met the Rancho Cordova Building Code in effect at the time it was built and does not cause a health or safety hazard.

D. Prior to the issuance of any building permit, the applicant for the moving permit must produce evidence indicating:

1. That they have sealed the sewer line at the site from which the building is being moved in a manner prescribed by the appropriate political subdivision having jurisdiction thereof; or

2. That they have properly destroyed the septic tank system in accordance with the requirements of the Authority Having Jurisdiction.

E. The Building Official shall require the owner or agent to deposit a certificate of deposit or a surety bond with the city to ensure compliance with the conditions imposed on the building permit. The surety bond must be issued by a corporate surety authorized to do business in the State of California and shall be filed in the form prescribed by the Building Official and subject to his/her approval. The amount of the bond shall be set at the discretion of the Building Official. At the time of filing the certificate of deposit or surety bond with the city, the property owner must also execute and file a statement in substantially the following language:

I, _____, the applicant and property owner, hereby promise to comply with the conditions imposed on the building permit No. _____. By way of guarantee that this work will be done, I/we herewith deposit with the city a (certificate of deposit, or surety bond) in the sum of \$_____ and agree that in the event these conditions are not fulfilled within three hundred sixty-five (365) days hereafter, the city may use said certificate of deposit, or forfeit the surety bond and apply the proceeds either to cause said conditions to be fulfilled or to demolish the building which was under the authority of said building permit.

F. The condition(s) imposed upon the issuance of the building permit for a moved building shall be met within 365 days. Noncompliance of this requirement shall give cause to forfeit the certificate of deposit or surety bond and to abate as a public nuisance.

G. Building Relocation Application Fee. The applicant shall pay a relocation application fee for each application at the time of issuance. The fee for each permit shall be that fee prescribed by resolution of the City Council.

H. Fee Refund. No refund shall be made where an inspection is made as required by RCMC 16.40.030. The Building Official may authorize the refunding of not more than 80 percent of the application fee when no inspection was made as required by RCMC 16.40.030. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days from the date of fee payment.

I. Exemption from Building Relocation Application Fee.

1. Buildings that are being moved within Rancho Cordova to locations outside the City of Rancho Cordova.
2. Buildings or portions of buildings being moved to or through the city that are approved manufactured buildings.
3. Incidental accessory structures of 120 square feet or less which will not be used for human habitation.
4. Buildings being moved to a storage yard approved by the Rancho Cordova Zoning Code for storage purposes.

16.40.100 Authority to issue building permit.

In the event the decision of the Building Official to grant the building permit is not appealed within the posting period specified in RCMC 16.40.050, and the building proposed to be moved will not come within the scope of the conditions prohibited by RCMC 16.40.060, and the applicant has

complied with all other applicable requirements of this chapter, the Building Official shall issue the building permit.

In the event an appeal has been filed, the Building Official shall issue or deny the permit, pursuant to the terms of the final decision of the City Council and the other applicable provisions of this chapter.

16.40.110 Liability insurance required.

No moving permit shall be issued under the provisions of this chapter unless the permitted shall have first taken out and agreed to maintain at all times public liability insurance in an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person, and shall take out and agree to maintain at all times property damage insurance in an amount not less than \$500,000. Such insurance shall name the city as an insured, and a certificate of insurance shall be filed with the Director of Public Works, or his or her designees.

16.40.120 House and building moving requirements – Flags, lights, etc.

Red lights at each corner of the building shall be maintained by the mover from one-half hour after sunset until one-half hour before sunrise.

A. Notice of Emergency Service. Any person moving a building on any city road shall notify the Department of Public Works immediately before and after the movement.

B. Authorized Moving Hours. Movement of buildings on any city road shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m. on weekdays.

C. No building shall be moved into a fire district without first giving notice to the fire district into which the building is to be moved 10 working days prior to the move.

16.40.130 Approval of house and building moving equipment and apparatus and route by Director of Public Works – Bond required.

The Director of Public Works, or his or her designees, may, in their discretion, inspect all rollers, trucks, wheels, dollies, tractors, or other apparatus proposed to be used in the moving operation, and shall restrict the use of such apparatus to that which, in their judgment, will not cause injury to highways, bridges, or other property. The Director of Public Works, or his or her designees, may also require reasonable changes in the route proposed, even though the route required may be longer than the one proposed, and also require an applicant or his or her agent to file a surety bond issued by a corporate surety authorized to do business in the state of California in such amount of \$5,000 or a certificate of insurance in the amount of \$10,000 with an oversize, overweight endorsement to guarantee the restoration and repair of city roads damaged by moving equipment and apparatus, in accordance with applicable city standards.

16.40.140 Highway moving permit.

When a building permit has been granted by the Building Official and all provisions of this chapter and other regulations and/or requirements for issuing a building permit for the building have been fulfilled, the Director of Public Works, or his or her designees, shall issue a highway moving permit. The applicant shall pay an additional fee for this permit. The permit fee shall be \$30.00.

Buildings that are being moved from outside the city or from within the city to terminate in a city or county other than Rancho Cordova that qualifies for exemption of building relocation application fee as provided by RCMC 16.40.100(I) and are required to use city roads or highways shall be required to pay the \$30.00 fee for a moving permit.

A. Fee for Additional Buildings. The fee for additional buildings or portions of any severed buildings moved at the same time to the same locations as provided herein shall be \$10.00.

B. Exemption from Highway Moving Permit. The highway moving permit fee (and fee for additional buildings) shall not be required in the following instances:

1. If the building is being moved from one location to another location and no public road is to be used;
2. Buildings and/or sections of buildings being moved to or through the city that are approved manufactured buildings.

C. The exemption to a highway moving permit does not exempt the buildings in RCMC 16.40.020 from the required wide load highway permit.

16.40.150 Highway moving permit limitations – Time.

Permission to move any building under any moving permit shall expire 60 days after issuance, except that the Director of Public Works, or his or her designees, may extend the expiration time an additional 60 days.

A. Transfer. Permits issued under this chapter shall not be transferred by the holder thereof to any other person.

All movements of buildings authorized by the moving permit shall be made under the control and supervision of the grantee of the permit.

B. Refunds. No fees required by this chapter shall be refunded if the moving of a building authorized by the moving permit is not made. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 48 § 2 (part), 1971].

16.40.160 Public nuisance.

Any building moved contrary to any of the provisions of this chapter is unlawful and a public nuisance and the Building Official shall commence action or proceedings for the abatement and removal and enjoinder thereof in a manner provided in this chapter. The remedies provided herein shall be cumulative and not exclusive.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

ITEM 10.3.

ATTACHMENT 12

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM

ITEM 11.1.



DATE: November 17, 2025

TO: Honorable Mayor and Council Members

FROM: Jeremiah Zillig, Chief Building Official

SUBJECT: A RESOLUTION DETERMINING THE NEED FOR LOCAL MODIFICATIONS TO THE CALIFORNIA BUILDING STANDARDS CODE AND AN ORDINANCE REPEALING AND REPLACING CHAPTER 17.04, "FIRE CODE" TO THE RANCHO CORDOVA MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2025 CALIFORNIA FIRE CODE AND MAKING LOCAL AMENDMENTS TO PORTIONS THEREOF

RECOMMENDATION

Adopt the Resolution and waive the first reading and introduce the Ordinance.

RESULT OF RECOMMENDED ACTION

The recommended Ordinance would come back for a second reading and adoption at the next regular City Council meeting. Adoption of the Resolution and the Ordinance would result in the city's fire codes being updated to current industry best practices and will coincide with new fire codes mandated by the State of California to protect property, health, life and safety.

BACKGROUND

Every three years, the California Building Standards Commission, along with other state agencies, reviews and amends the parts of Title 24 of the California Code of Regulations, a.k.a. the California Building Standards Code (the "CBSC"). The 2025 CBSC has an effective date of January 1, 2026.

The Sacramento Metropolitan Fire District (SMFD) has adopted administrative and technical amendments to the California Fire Code (CFC) consistently since inception. Typically, the cycle-to-cycle changes are minimal, reserved to updating to the most recent code sections or addressing safety concerns of new technologies not addressed in code, such as energy storage systems.

However, in recognition of California's housing crisis and the numerous vacant commercial structures located throughout the region, the 2025 CFC amendments drastically eliminate, reduce or alter previous model code changes while not decreasing community or firefighter safety.

FINDINGS AND FILING REQUIREMENTS

State law requires that all local amendments to building standards in the California Building Standards Code be filed with the California Building Standards Commission. When filed, the amendments must be accompanied by local findings identifying the local climatic, geological or topographical conditions necessitating the changes. The local findings are made in the Resolution of Findings ([Attachment 1](#)). The filing will be made after the Council's adoption of the attached Ordinance and the Resolution of Findings.

2025 CALIFORNIA BUILDING CODE ADOPTION AND SIGNIFICANT CHANGES

Key changes to the City of Rancho Cordova Fire Code Ordinance include:

- Removing multiple amendments from Ordinance and converting to Fire Prevention Standards. Where the CFC states, "as permitted by the Fire Code Official," SMFD may define those terms clearly to stakeholders in supplemental documentation. These terms are not required to be adopted through a governing body. By converting to a standard, SMFD allows for greater flexibility and softer interpretations.
- Allowing installation of NFPA 13R fire sprinkler systems. Intended for use in multi-family dwellings, this fire sprinkler system design is a less expensive and easier to install alternative to traditional commercial systems. All previous SMFD Ordinances did not permit NFPA 13R installations.
- Removing several fire sprinkler installation triggers in existing buildings.
 - Whereas previous amendments struck out model code to all for fire walls to be considered separate buildings, this section has been reinstated, creating alternatives to sprinkler installation triggers for entire buildings of multi-tenant shopping centers
 - Whereas previous code cycles automatically required fire sprinkler installation in existing buildings with any changes or alterations, exceptions have been added to give consideration to buildings constructed under the Uniform Building Code. The UBC weighted building construction materials and design features as the primary fire protection element.
- Removing all restrictions pertaining to water supply during construction. Previous amendments struck out all model code allowances for water supply reductions during construction. Those sections have been reinstated.
- Removing all fire flow restrictions for one- and two-family dwellings. Previous amendments made significant increases to the fire flow requirements for these occupancies. The entire table addressing these changes has been removed from the Ordinance to utilize the standard model code requirements.

Remaining amendments to the CFC are key changes required to maintain public and firefighter safety throughout the region. These changes are required to be justified and substantiated by

geologic, climatic or topographic conditions unique to area served by SMFD. These findings are identified in the Ordinance (Attachment 2).

PUBLIC HEARING

State law authorizes local jurisdictions to adopt codes by reference (California Government Code Sections 50022.2 et seq.). Government Code Section 50022.3 requires that a public hearing on the proposed code adoptions be set after the first reading of the ordinance. If the first reading of the ordinance occurs tonight, a public hearing on this item will be scheduled for the December 1, 2025, City Council meeting.

REQUESTED MOTION

That the City Council adopt the Resolution determining a need for local amendments to the California Building Standards Codes; introduce and waive the first reading of the Ordinance which repeal and replace Rancho Cordova Municipal Code Chapter 17.04, and set a public hearing for consideration of the proposed Ordinance on December 1, 2025, at 5:30 p.m. or as soon thereafter as the matter may be heard.

ATTACHMENTS

1. Resolution
2. Ordinance
3. Comparison and Summary of Significant Changes from the 2022 CFC Ordinance to the 2025 CFC Ordinance

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DETERMINING THE NEED FOR LOCAL MODIFICATIONS TO THE CALIFORNIA BUILDING STANDARDS CODE**RECITALS**

WHEREAS, Title 24 of the California Code of Regulations, also known as the California Building Standards Code (“CBSC”), contains construction standards applicable to local jurisdictions throughout the state including the City of Rancho Cordova (“City”); and

WHEREAS, when reasonably necessary due to local climatic, geological, or topographical conditions, Health and Safety Code Sections 17958.5 and 18941.5 permit the City to establish more restrictive building standards than those outlined in the CBSC; and

WHEREAS, before making changes to the CBSC under Health and Safety Code Section 17958.5, Health and Safety Code Section 17958.7 requires the City to make express findings that such changes are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City is adopting local amendments to chapters within the California Fire Code; and

WHEREAS, these local amendments have been evaluated and recognized by the City as tools for addressing problems with building construction in the City of Rancho Cordova, which are aimed at establishing and maintaining an environment that will afford the City a high level of fire and life safety to all those who work, live and play within the City’s boundaries; and

WHEREAS, once adopted, the City is required to file its local amendments and findings with the California Building Standards Commission.

Section 1: Findings. This Resolution and the referenced Ordinance are being adopted pursuant to the following findings:

CEQA Compliance. CEQA requires analysis of agency approvals of discretionary “projects.” A “project,” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (CEQA Guidelines, § 15378.) As reflected in State CEQA Guideline 15061 (b) (3), an activity is not subject to CEQA, “[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” The proposed Resolution of Findings and the Ordinance amendments are not a “project” within the meaning of CEQA because the Resolution and amendments seek to update the existing building codes to current industry best practices and to coincide with new codes mandated by the State. Because no new building codes are being added resulting in the expansion of uses or activities is reasonably anticipated, no possibility exists that the ordinances will result in a significant effect on the environment. Thus, the proposed ordinances are 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 ordinances do 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 new California Building Standards Code. 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.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby declares and finds the following:

- A. The City, according to the authority granted it under California Health and Safety Code Sections 17958.5 and 18941.5, has determined that there is a need to establish building standards that are more restrictive than those adopted by the state of California and found in Title 24 and Title 25 of the California Code of Regulations. These new building standards have been determined by the City of Rancho Cordova to address the problems, concerns and future direction by which the City can establish and maintain an environment which will afford an appropriate level of fire and life safety to all who live, work and play within its boundary.
- B. The City has determined that it is necessary to amend state building standards found in the 2025 California Building Standards Code as follows: the 2025 California Fire Code. The City’s amendments to this code are outlined in Rancho Cordova Ordinance as follows:

City Code	Code Adoption / Amendments
17.04 Fire Code	Adopt With Local Amendments

- C. Under the provisions of Sections 17958.5 and 18941.5 of the Health and Safety Code, the amendment of state-building standards at the local level must be reasonably necessary due to local climatic, topographical and/or geological conditions and the City must make express findings in this regard. The Council has determined that the following findings of fact address and present the local climatic, topographical, and/or geological conditions, which either singularly or in combination, has caused the aforementioned amendments to be adopted:

FINDINGS

Section 4. In connection with the amendments enacted by Section 1 relating to the California Fire Code and its appendix, 2025 edition, the City Council makes the following findings pursuant to Health and Safety Code Section 17958.5, 17958.7 and 18941.5. The changes are reasonably necessary because of local climatic, topographical or geological conditions.

The City Council hereby adopts pursuant to Section 18941.5 of the California Health and Safety Code, the following findings of fact:

(a) Under this adopting Ordinance, specific amendments have been established which are more restrictive -in nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes) commonly referred to as Title 24 & Title 25 of the California Code of Regulations. These amendments to the California Fire Code 2025 edition, have been recognized by the Board of Directors to address the fire problems, concerns and future direction by which the District can establish and maintain an environment which will afford a level of fire and life safety to all who live and work within its boundary.

(b) The International Code Council has assumed responsibility for the International Fire Code and International Fire Code Standards. The International Code Council provided a means for participation by all code enforcement officials from throughout the country as well as industry representatives, consultants, and other private parties with an interest in the International Fire Code.

(c) The International Fire Code, being the 2024 edition thereof, published by the International Code Council nationally recognized compilation of proposed rules, regulations and standards of said Association.

(d) Said International Fire Code has been printed and published as a Code in book form within the meaning of Section 50022.1 of the Government Code of the State of California.

(e) Under the provisions of Section 18941.5 of the Health and Safety Code, local amendments are based on climatic, topographical and geological conditions. The findings of fact contained herein address each of these situations and present the local situation, which either singularly or in combination, caused the aforementioned amendments to be adopted.

LOCAL CONDITIONS

A. This amendment is justified on the basis of a local climatic condition. Sacramento County is subject to precipitation, relative humidity, temperature extremes, and high velocity winds.

1. **Precipitation and relative humidity**

a. Conditions

Monthly precipitation ranges from .05 to 3.73 inches with an average of approximately 17.2 inches per year. The majority of this precipitation falls during the months of November through April. There is a dry period of at least six (6) months each year, May through October. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from twenty-nine (29) to thirty-eight (38) percent during spring, summer, fall, and from fifty-seven (57) to ninety (90) percent in the

winter. It occasionally falls as low as fifteen (15) percent (National Weather Service Sacramento Branch average of historical data (<https://wrcc.dri.edu/cgi-bin/clilcd.pl?ca23232>)).

b. Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Due to dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

The Sacramento area has had several consecutive years of drought conditions thus reducing available water supply. The drought conditions have led to lower water tables. Groundwater as well as surface supplies have all been affected. The degradation of water supplies reduces the efficiency of fixed fire protection systems as well as hampering fire suppression activities. As an example, in 1998, the City of Sacramento lowered its static water pressure from 50 psi to 30 psi.

In April of 2025, the California State Fire Marshal released updated Fire Hazard Severity Zone Maps, identifying areas served by Metro Fire as Moderate Hazard Zones. These areas highlight the hazard created by the physical conditions that create a likelihood of the area burning and expected fire behavior under extreme fuel and weather conditions.

The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow in excess of six feet high before it dries out. Tall, dry grasses are highly flammable and can create intense, fast-moving wildfires.

Low-level fog (Tule Fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders and has caused numerous vehicle accidents including the December 11, 1997, Interstate 5 incident in Elk Grove which involved 36 vehicles and caused 31 casualties including 5 fatalities. The fog can also cause freezing and slick roadways.

2. Temperature

a. Condition

Temperatures have been recorded as high as 115° F throughout the Sacramento region. Average summer highs are in the 86° F range,

with average maximums of 108° F (National Weather Service Sacramento Branch average of historical data (<https://wrcc.dri.edu/cgi-bin/clilcd.pl?ca23232>)).

b. Impact

The Sacramento region has extreme variations in weather patterns too. Summers are arid and warm, winters are cool to freezing, fall and spring can bring any combination of weather pattern together. It is this cyclical uncertainty that allows weather events such as the rapid melting of the snow pack which causes flooding in the low-lying valley areas of Sacramento County.

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

a. Condition

Prevailing winds in the area are from the south or southeast. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the six (6) mph to nine and one half (9.5) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to seventy-four (74) mph have been registered locally. During the winter half of the year strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions. (National Weather Service Sacramento Branch average of historical data (<https://wrcc.dri.edu/cgi-bin/clilcd.pl?ca23232>)).

b. Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the

building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials. Buildings with inadequately separated interior areas or lacking automatic fire protection systems are also at risk.

Throughout the District, homes are being built within grass and brush covered rural areas creating an urban interface environment.

Combustible weeds on vacant lots, coupled with windy conditions can be a recipe for disaster. Throughout the State of California, large catastrophic fires in these urban interface environments have resulted in loss of life and property at an increasing rate.

- B. This amendment is justified on the basis of a local geologic condition. Sacramento County is subject to seismicity as it is located within seismic zone 3 (major damage capability). Faults within this area are (1) Rescue Lineament-Bear Mountain Fault; (2) San Joaquin Fault; (3) Vacca-Kirby Fault; (4) Greenville Fault; and (5) Dunnigan Hills Fault.

Sacramento County is bisected by major transportation corridors including Interstate 80 and U.S. 50 which traverses in an east/west direction and is bisected by both Highway 99 and Interstate 5. The Sacramento Metropolitan Fire District and The Cosumnes Fire Department serve a combined population in excess of 923,000 residents and over 500 square miles. There are 2 major rail lines which run through the Districts. An overpass or underpass crossing collapse would significantly increase response time for fire and emergency vehicles and hinder mutual aid efforts. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire Districts. The occurrence of multiple fires will quickly deplete existing fire districts' resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

The above local topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires.

- C. This amendment is justified on the basis of a local topographic condition. Sacramento County is subject to increased vegetation, varied surface features, hazardous building operations, increased landscaping and terrain risk factors.

1. Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six (6) to eight (8) months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire Districts, especially in those fully developed areas and those areas marked for future development.

Development continues to extend from the urban core into grass-covered areas and brush/tree covered canyons, such as the American River Parkway, where every 20-percent increase in slope doubles the rate of fire spread.

2. Surface features

The Districts are bisected by Sacramento RT Light Rail running east/west and the Union Pacific mainline running north/south with an average of eighteen to twenty-four trips daily and with the ability to increase the trips significantly without prior notice to the District. Underground pipelines run parallel to the mainline in a north/south direction in the western portion of the district and carry liquid petroleum, and natural gases under high pressure. It is reasonably foreseeable that this bisection of the Districts by the railroad track could result in the reduction of response time for fire and emergency vehicles in the event a train is traveling on the railroad track at the time of a fire or other emergency.

3. Buildings, landscaping, and terrain

The Districts include several topographical features, including major rivers and creeks, aqueducts, lakes, sloughs, natural parkways, open space, bridges/overpasses, freeways, railroad tracks, drainage canals, and sprawling industrial facilities such as Siemens, Kinder Morgan, U.S. Cold Storage, Ampaq, and McClellan Park. Traffic has to be channeled around several of these topographical features and limitations, which creates traffic congestion and delays in emergency response. In the event of an accident or other emergency at one of the key points of intersection between a road and river or freeway, sections of the Districts could be isolated or response times could be significantly increased so as to increase the risk of injury or damage. These features are located between many of the District's fire stations.

Preservation of wetland areas, natural parkways, riparian corridors along rivers/streams, vernal pools, open space and endangered species habitats have all contributed to access problems as well as exemption from vegetation abatement programs. These situations, though very environmentally important, do increase the demands on the fire service due to the extreme fire hazard created by fuel loading and limited access. Reduced available infrastructure features, such as roads, water supplies, and fire protection, hamper the effectiveness of fire response resources. These rural areas are subject to a higher degree of risk without mitigation measures.

Intricate levee systems hold back a portion of the floodwater. However, significant flooding has occurred in many of the Districts' low-lying areas where soil conditions are not conducive to rapid infiltration. Localized street flooding has occurred near creeks which make access for fire-fighting equipment difficult.

The above local topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires.

Additional variables that may negatively impact emergency response:

1. The extent of damage to the water system.
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.

2025 California Fire Code

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
105.5.5	Carnivals and fairs		X			Administrative
105.6	Required Construction Permits			X		Administrative
108.7	Cost Recovery Fees			X		Administrative
110.3.1	Electronic filing			X		Administrative
112.1	Board of Appeals		X			Administrative
113.4	Violation Penalties		X			Administrative
113.4.2	Citations			X		Administrative
113.4.3	California Bail Schedule			X		Administrative
114.4	Failure to comply		X			Administrative
202	Definitions		X			Administrative
503.6.1	Electrified fences			X		Administrative
507.1.1	Connection			X		A2, A3, C1
510.4.1.1	Minimum signal strength into buildings		X			C3
510.4.1.2	Minimum signal strength out of the building		X			C3
901.4.7	Pump and riser room size		X			A1, A2
901.4.7.4	Lighting		X			

ITEM 11.1.

ATTACHMENT 1

						B
903.2	Where required		X			A2, A3, B, C1, C2, C3
903.2.1.1	Group A-1		X			A2, A3, B, C1, C2, C3
903.2.1.2	Group A-2		X			A2, A3, B, C1, C2, C3
903.2.1.3	Group A-3		X			A2, A3, B, C1, C2, C3
903.2.1.4	Group A-4		X			A2, A3, B, C1, C2, C3
903.2.2	Group B			X		A2, A3, B, C1, C2, C3
903.2.3	Group E		X			A2, A3, B, C1, C2, C3
903.2.4	Group F-1		X			A2, A3, B, C1, C2, C3
903.2.4.4	Group F-2			X		A2, A3, B, C1, C2, C3
903.2.7	Group M		X			A2, A3, B, C1, C2, C3
903.2.7.2	Group M Upholstered Furniture or Mattress		X			A2, A3, B, C1, C2, C3
903.2.8.1.1	Group R-3 manufactured housing			X		A2, A3, B, C1, C2, C3
903.2.9	Group S-1		X			A2, A3, B, C1, C2, C3
903.2.9.1	Repair garages		X			A2, A3, B, C1, C2, C3
903.2.10	Group S-2 parking garages		X			A2, A3, B, C1, C2, C3
903.2.10.1	Commercial parking garages		X			A2, A3, B, C1, C2, C3
903.2.10.3	Group S-2			X		A2, A3, B, C1, C2, C3
903.2.18.1	Group U private garages and carports accessory to Group R-3 occupancies			X		A2, A3, B, C1, C2, C3
903.3.8.4	Supervision		X			B, C2, C3
903.3.10	Floor control valves		X			B, C2, C3
903.6	Where required		X			A1, A3, C1, C2, C3
903.6.1	Monitoring			X		B, C2, C3
1028.5.1	Exit discharge surface			X		A1
5003.9.1.2	Emergency response support information			X		A, B, C
5601.1.6	Fireworks display			X		A2, A3, C1
Chapter 80	Reference standards			X		A, B, C
Appendix B Table B105.2	Required fire flow for buildings other than one and two-family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix C, Table C102.1	Required number and spacing of fire hydrants		X			A2, A3, B, C1, C2, C3
Appendix C104.2	Single outlet fire hydrants			X		A2, A3, B, C1, C2, C3
C106.1	Hydrant type			X		A2, A3, B, C1, C2, C3

BE IT FURTHER RESOLVED that a copy of this Resolution and the adopted Ordinances shall be filed with the California Building Standards Commission in accordance with Health and Safety Code Section 17958.7, and that a copy of this Resolution and the adopted Ordinances shall also be filed with the California State Fire Marshal's Office and the Department of Housing and Community Development.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, REPEALING AND REPLACING CHAPTER 17.04, "FIRE CODE" TO THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2025 CALIFORNIA FIRE CODE

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

Section 1. Title 17, Chapter 17.04, "Fire Code," is hereby repealed in its entirety and replaced and amended as follows:

**Chapter 17.04
FIRE CODE**

17.04.005 Title. These regulations shall be known as the "California Fire Code."

17.04.010 Adoption of California Fire Code. There is hereby adopted by the city of Rancho Cordova for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2025 California Fire Code, Title 24, California Code of Regulations, Part 9 (California Fire Code), incorporating the International Fire Code, 2024 Edition, published by the International Code Council in its entirety including Appendix 4, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix H, Appendix O, Appendix P, save and except such portions as hereinafter deleted, modified, or amended. Not less than one copy of such code has been and now is filed with the clerk of the city of Rancho Cordova. From the effective date of the ordinance establishing this chapter, the provisions thereof shall be controlling within the limits of the city of Rancho Cordova except that any inconsistent regulations and ordinances adopted pursuant to applicable law by the Sacramento Metropolitan Fire District shall be controlling within the city of Rancho Cordova if said regulation or ordinance has been ratified by the city in accordance with Section 13869.7 of the California Health and Safety Code.

17.04.020 Enforcement. The division of authority for enforcement of this chapter shall be as follows:

The Chief of the Sacramento Metropolitan Fire District or the chief's designated representatives shall have authority to enforce this chapter and issue citations for violations.

17.04.030 Findings. The findings of fact are filed separately with the California Building Standards Commission and State Department of Housing and Community Development.

17.04 040 Definitions.

A. Wherever the word "municipality" is used in the California Fire Code, it shall mean the city of Rancho Cordova.

B. Wherever the word "chief" is used in this chapter or the California Fire Code, it shall mean the

chief of the Sacramento Metropolitan Fire District.

17.04.050 Amendments to the 2025 Edition of the California Fire Code.**SECTION 105.5.5 "CARNIVALS AND FAIRS" IS AMENDED AS FOLLOWS:**

Section 105.5.5 Carnivals, fairs, festivals, or exhibitions. An operational permit is required to conduct a carnival, fair, festival, or exhibition.

SECTION 105.6 "REQUIRED CONSTRUCTION PERMITS" IS ADDED AS FOLLOWS:

Section 105.6.26 Architectural. A construction permit is required prior to the construction of all new buildings, alterations, additions or tenant improvements.

Section 105.6.27 Civil Engineering. A construction permit is required for civil improvements involving all new buildings, additions, structural alterations, subdivisions, site developments or civil improvements.

Section 105.6.28. Underground Fire Service. A construction permit is required prior to the installation of underground fire service mains and appurtenances.

SECTION 108.7 "COST RECOVERY FEES" IS ADDED AS FOLLOWS:

Section 108.7 Cost recovery fees. Cost recovery fees may be charged to any person, firm, corporation, or business that through negligence, violation of the law, or as a result of carelessness, is responsible for an incident resulting in Fire Department response. (Health & Safety Code 13916).

SECTION 110.3.1 "ELECTRONIC FILING" IS ADDED AS FOLLOWS:

Section 110.3.1 Electronic filing. When required by the fire code official, records of all system inspections, tests and maintenance required by the referenced standards and Title 19 of the California Code of Regulations shall be submitted to the fire code official electronically.

SECTION 112 "MEANS OF APPEALS" IS AMENDED AS FOLLOWS:

Section 112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be the Board of Directors of the fire protection district or community services district having jurisdiction.

SECTION 113.4 "VIOLATION PENALTIES" IS AMENDED AS FOLLOWS:

Section 113.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an infraction or a misdemeanor punishable by a fine of not less than one hundred dollars (\$100) and not more than one thousand dollars (\$1,000), or by imprisonment not exceeding

180 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 113.4.2 "CITATIONS" IS ADDED AS FOLLOWS:

Section 113.4.2 Citations. The Chief, or the Chief's duly authorized representative, may issue citations for infractions or misdemeanor violations of this code pursuant to Section 13871 of the Health and Safety Code of the State of California and Chapter 5c (commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.

SECTION 113.4.3 "CALIFORNIA BAIL SCHEDULE" IS ADDED AS FOLLOWS:

Section 113.4.3 – California Bail Schedule.

SECTION	NATURE OF OFFENSE	PC	MA	BAIL PA	NCA	TOTAL
112.4.3*	NC W/ORDERS OR NOTICE	X			\$1700	\$2700
112.4.3*	NC W/CONDEMNATION TAG	X			\$1700	\$2700
112.4.3*	DESTRUCTION OF TAGS	X			\$1700	\$2700
112.4.3*	CONTINUANCE OF HAZARD	X			\$1700	\$2700
ALL OTHER SECTIONS		X			\$170	\$270

*- MISDEMEANOR

PC – ELIGIBLE FOR PROOF OF CORRECTION

PA – PENALTY ASSESSMENT

NCA – NIGHT COURT ASSESSMENT

NC - NONCOMPLIANCE

SECTION 114.4 "FAILURE TO COMPLY" IS AMENDED AS FOLLOWS:

Section 114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be guilty of an infraction or a misdemeanor punishable by a fine of not less than one hundred (\$100) dollars or more than one thousand (\$1000) dollars.

SECTION 202 "SUPERVISING STATION" IS AMENDED AS FOLLOWS:

SUPERVISING STATION. An approved UL listed, Type A, Full Service Central Station facility that receives signals and at which personnel are in attendance at all times to respond to these signals. The approved supervising station shall have the ability to relay the alarm to the (a) Sacramento Regional Fire/EMS Communications Center or (b) to the Sacramento International Airport Communication Center in an approved manner.

SECTION 202 "FALSE ALARM" IS AMENDED AS FOLLOWS:

FALSE ALARM. The willful and knowing or negligent initiation or transmission of a signal, message or other notification of an event of fire when no such danger exists.

Section 503.6.1 "ELECTRIFIED SECURITY FENCES" IS ADDED AS FOLLOWS:

Section 503.6.1 Electrified security fences. Electrified security fences, shall be approved by the fire code official prior to installation.

SECTION 507.1.1 "CONNECTION" IS ADDED AS FOLLOWS:

Section 507.1.1 Connection. When required by the fire code official, buildings without a public water supply shall be connected to the public water supply once the public water supply becomes available.

Exception: Group U occupancies

SECTION 510.4.1.1 "MINIMUM SIGNAL STRENGTH INTO THE BUILDING" IS AMENDED AS FOLLOWS:

Section 510.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a minimum of -95dBm throughout the coverage area and sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.4 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

SECTION 510.4.1.2 "MINIMUM SIGNAL STRENGTH OUT OF THE BUILDING" IS AMENDED AS FOLLOWS:

Section 510.4.1.2. Minimum signal strength out of the building. The minimum uplink signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The uplink signal level shall be sufficient to provide not less than a DAQ of 3.4 using either narrowband analog, digital or wideband LTE signals or an equivalent bit error rate (BER), or signal-to-interference-plus-noise ratio (SINR) applicable to the technology for either analog or digital signals.

SECTION 901.4.7 "PUMP AND RISER ROOM SIZE" IS AMENDED AS FOLLOWS:

Section 901.4.7 Pump and riser room size. Approved fire pump rooms and/or automatic sprinkler system riser rooms shall be provided in all new buildings protected by an automatic sprinkler system. Fire pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment.

Exception: Group R-3 Occupancies.

SECTION 901.4.7.4 LIGHTING IS AMENDED AS FOLLOWS:

901.4.7.4 Lighting. Permanently installed artificial illumination and emergency illumination shall be provided in the automatic sprinkler system riser rooms, fire control rooms, and fire pump fire control rooms.

SECTION 903.2. "WHERE REQUIRED" IS AMENDED AS FOLLOWS:

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.21.

Exception: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries not required to have an automatic sprinkler system by Section 1207 for energy storage systems and standby engines, provided that those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the California Building Code, or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the California Building Code, or both.

Exception: Non-combustible, detached canopies open on four sides not exceeding the basic allowable area in CBC Table 506.2 used exclusively for the parking or storage of private or recreational vehicles and non-combustible storage (includes fuel islands).

SECTION 903.2.1.1 "GROUP A-1" IS AMENDED AS FOLLOWS:

Section 903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies
4. The fire area contains a multi-theater complex

SECTION 903.2.1.2 "GROUP A-2" IS AMENDED AS FOLLOWS:

Section 903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m²);
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. *The structure exceeds 3,599 square feet (334.36 m²), contains more than one fire area containing a Group A-2 occupancy, and is separated into two or more*

buildings by fire walls of less than 4-hour fire resistance rating without openings.

SECTION 903.2.1.3 "GROUP A-3" IS AMENDED AS FOLLOWS:

Section 903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. *The structure exceeds 3,599 square feet (334.36 m²), contains more than one fire area containing a Group A-3 occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.*

SECTION 903.2.1.4 "GROUP A-4" IS AMENDED AS FOLLOWS:

Section 9.3.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 3,599 square feet (334.36 m²).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

SECTION 903.2.2 "GROUP B" IS AMENDED AS FOLLOWS:

Section 903.2.2 Group B. An automatic sprinkler system shall be provided throughout all buildings containing Group B occupancies where the fire area exceeds 3,599 square feet (334.36 m²) and as required in Sections 903.2.2.1 and 903.2.2.2.

SECTION 903.2.3 "GROUP E" IS AMENDED AS FOLLOWS:

Section 903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 3,599 square feet (334.36 m²) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.
Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.
3. The Group E fire area has an occupant load of 300 or more.
4. *In rooms or areas with special hazards such as laboratories, vocational shops and other such area where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.*

5. *Throughout any Group E structure greater than 3,599 square feet (334.36 m²), contains more than one fire area containing a Group E occupancy, and is separated into two or more buildings by fire walls of not less than 4-hour fire resistance rating without openings.*
6. *For public school state funded construction projects see Section 903.2.19.*
7. *For public school campuses, Kindergarten through 12th grade, see Section 903.2.20.*

SECTION 903.2.4 "GROUP F-1" IS AMENDED AS FOLLOWS:

Section 903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 3,599 square feet (334.36 m²).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.4.4 "GROUP F-2" IS ADDED AS FOLLOWS:

Section 903.2.4.4 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy where the fire area exceeds 3,599 square feet.

SECTION 903.2.7 "GROUP M" IS AMENDED AS FOLLOWS:

Section 903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 3,599 square feet (334.36 m²).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m²).
4. **[SFM]** *The structure exceeds 3,599 square feet (334.36 m²) contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.*

SECTION 903.2.7.2 "GROUP M" IS AMENDED AS FOLLOWS:

Section 903.2.7.2 Group M upholstered furniture or mattresses: An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.8.1.1 "GROUP R-3 MANUFACTURED HOUSING" IS ADDED AS FOLLOWS:

903.2.8.1.1 Group R-3 manufactured housing. Fire sprinkler systems shall be installed in new manufactured homes (HSC Sections 18007 and 18009) and multifamily manufactured homes with two dwelling units (HSC 18008.7) in accordance with Title 25 of the California Code of Regulations.

SECTION 903.2.9 "GROUP S-1" IS AMENDED AS FOLLOWS:

Section 903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 3,599 square feet (334.36 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 3,599 square feet (334.36 m²).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m²).
5. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m²).

SECTION 903.2.9.1 "REPAIR GARAGES" IS AMENDED AS FOLLOWS:

Section 903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 3,599 square feet (334.36 m²).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding 3,599 square feet (334.36 m²).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m²).
5. A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m²).

SECTION 903.2.10 "GROUP S-2 PARKING GARAGES" IS AMENDED AS FOLLOWS:

Section 903.2.10 Group S-2 parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exist:

1. Where the fire area of the enclosed parking garage, in accordance with section 406.6 of the California Building Code, exceeds 3,599 square feet (334.36 m²).
2. Where the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, is located beneath other groups.
Exception: Enclosed parking garages located beneath Group R-3 occupancies.
3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.10.1 "COMMERCIAL PARKING GARAGES" IS AMENDED AS FOLLOWS:

Section 903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds 3,599 square feet (334.36 m²).

SECTION 903.2.10.3 "GROUP S-2" IS ADDED AS FOLLOWS:

Section 903.2.10.3 Group S-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy where the fire area exceeds 3,599 square feet.

SECTION 903.2.18.1 "GROUP U PRIVATE GARAGES AND CARPORTS" IS ADDED AS FOLLOWS:

Section 903.2.18.1 Group U private garages and carports. Carports and garages within 6-feet of a Group R occupancy equipped with automatic fire sprinklers, shall be protected by fire sprinklers in accordance with NFPA 13D or NFPA 13, as applicable.

SECTION 903.3.8.4 "SUPERVISION" IS AMENDED AS FOLLOWS:

Section 903.3.8.4 Supervision. Control valves shall not be installed between the water supply and sprinklers unless the valves are of an approved indicating type that are supervised and secured in the open position.

SECTION 903.3.10 "FLOOR CONTROL VALVES" IS AMENDED AS FOLLOWS:

Section 903.3.10 Floor control valves. Supervised and indicating floor control valves and waterflow detection assemblies shall be installed at each floor in multi-story buildings, at an approved location.

Exception: Group R-3 and R-3.1 occupancies floor control valves and waterflow detection assemblies shall not be required.

SECTION 903.6 "WHERE REQUIRED IN EXISTING BUILDINGS AND STRUCTURES" IS AMENDED AS FOLLOWS:

Section 903.6 Where required in existing buildings and structures. An automatic sprinkler system shall be provided in existing buildings and structures where required in Chapter 11 and as follows:

1. In existing buildings and structures exceeding 3,599 square feet (334.36 m^2), where the floor area of the building or structure is increased.

Exception:

1. The total new plus existing floor area does not exceed 12,000 square feet and Section 903.2 occupancy requirements are met.
 2. When the building increase is to accommodate state mandated accessibility improvements and is less than 500 square feet (46.45 m^2).
2. In existing buildings and structures less than 3,600 square feet (334.45 m^2), where the floor area of the building or structure is increased to exceed 3,599 square feet (334.36 m^2).

Exception:

1. Buildings constructed under the Uniform Building Code where the total new plus existing floor area does not exceed 12,000 square feet and Section 903.2 occupancy requirements are met.
2. When the building increase is to accommodate state mandated accessibility improvements and is less than 500 square feet (46.45 m^2).

SECTION 903.6.1 "MONITORING OF EXISTING BUILDINGS" IS ADDED AS FOLLOWS:

Section 903.6.1 Monitoring of Existing Buildings. When required by the fire code official, valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures, and water flow switches on all existing sprinkler

systems shall be monitored by an approved supervising station.

SECTION 1028.5.1 "EXIT DISCHARGE SURFACE" IS ADDED AS FOLLOWS:

Section 1028.5.1 Exit discharge surface. Exterior exit pathway surfaces shall be a paved and shall terminate at a public way as defined in the California Building Code.

SECTION 5003.9.1.2 "EMERGENCY RESPONSE SUPPORT INFORMATION" IS ADDED AS FOLLOWS:

Section 5003.9.1.2 Emergency response support information. Ready access to floor plans, safety data sheets (SOS), Hazardous Materials Management Plans (HMMP), and Hazardous Material Inventory Statements (HMIS) shall be provided as determined by the fire code official.

SECTION 5601.1.6 "FIREWORKS DISPLAY" IS ADDED AS FOLLOWS:

Section 5601.1.6 Fireworks display. In addition to the California Code of Regulations, Title 19, Division 1, Chapter 10, NFPA 1123 shall govern the handling, operation, and use of fireworks and equipment intended for outdoor fireworks for public display.

Exception: Use of California Safe and Sane consumer fireworks.

Chapter 80 "REFERENCED STANDARDS" IS ADDED AS FOLLOWS:

NFPA 1123-26: Code for Fireworks Display

APPENDIX B, TABLE NO. B105.2, REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES IS AMENDED AS FOLLOWS:

**TABLE NO. B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY
DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES**

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE FLOW (Gallons per Minute)	FLOW DURATION (Hours)
No automatic sprinkler system	Value in Table B105.1(2) ^a	Duration in Table B105.1(2)
Section 903.3.1.1 of the California Fire Code	50% of the Value in Table B105.1 (2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the California Fire Code	50% of the Value in Table B105.1 (2) ^b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute= 3.785 L/m.

- a. The reduced fire flow shall not be less than 1,500 gallons per minute.
- b. The reduced fire flow shall not be less than 1,500 gallons per minute.

TABLE NO. C102.1 "REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS" IS AMENDED AS FOLLOWS:

**TABLE NO. C102.1
REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS ^{h, i}**

FIRE FLOW REQUIREMENT (gpm)	MINIMUM NO. OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS ^{a,b,c,f, j} (Ft.)	MAXIMUM DISTANCE FROM HYDRANT TO ANY POINT ON STREET OR ROADWAY FRONTAGE ^{d,f, j} (Ft.)
1750 or less	1	300	150
1751-2250	2	300	150
2251-2750	3	300	150
2751-3250	3	300	150
3251-4000	4	300	150
4001-5000	5	300	150
5001-5500	6	300	150
5501-6000	6	250	150
6001-7000	7	250	150
7001 or more	8 or more	200	120

For SI: 1 foot= 304.8 mm, 1 gallon per minute= 3.785 Liters.

- a. Reduce by 100 feet for dead-end roads.
- b. Where streets are provided with median dividers that cannot be crossed by firefighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes or street width is more than 88 feet (26.82 m), hydrant spacing shall average 300 feet on each side of the street and be arranged on an alternating basis.
- c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet (304.8 m) to provide for transportation hazards. In addition, there shall be at least one hydrant at each intersection.
- d. Reduce by 50 feet for dead-end roads.
- e. One Hydrant for each 1,000 gallons per minute or fraction thereof.
- f. The fire code official is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints and hazards.
- g. Reduction of fire flow does not apply to the number of fire hydrants required or fire flow duration.
- h. Average spacing between fire hydrants may be extended to 500 feet (152.4 m) on streets serving one- and two-family dwellings.

SECTION C104.2 "SINGLE OUTLET FIRE HYDRANTS" IS ADDED AS FOLLOWS:

Section C104.2 Single outlet fire hydrants. Where required by the fire code official, existing

single outlet 2 ½ inch fire hydrants shall be changed to an approved steamer fire hydrant, when the following conditions occur:

1. The modification of an existing structure resulting in an increased fire flow.
2. A change in occupancy type, use, or character of the building that results in an increased life safety or fire risk, as determined by the fire code official.
3. The construction of a new building.

EXCEPTION:

1. Where the single outlet fire hydrant meets required fire flow
2. Where existing infrastructure does not support the installation of an approved steamer fire hydrant, fire code official may permit an alternate means and methods of fire protection.

SECTION C106.1 "HYDRANT TYPE" IS ADDED AS FOLLOWS:

Section C106.1 Hydrant type. The fire code official shall approve the type of fire hydrants to be installed on private property prior to any such installation.

17.04.60 Repeal of Conflicting Ordinances.

All former fire prevention ordinances or parts thereof conflicting or inconsistent with the provision of this ordinance or of the code hereby adopted are hereby repealed.

Section 2. Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Comparison and Summary of Significant Changes from the 2022 CFC Ordinance to the 2025 CFC Ordinance

Section	Title	Previously Amended 2022 CFC Carrying forward to 2025 CFC- No Changes	New Proposal to 2025 Ordinance	Previous 2022 CFC Amendment Being Removed and Converted to 2025 CFC Standard Code Requirements or FPS*	Explanation
105.5.5	Carnivals and fairs	X			
108.7	Cost Recovery Fees	X			
110.3.1	Electronic filing	X			
112.1	Board of Appeals	X			
113.4	Violation Penalties	X			
113.4.2	Citations	X			
113.4.3	California Bail Schedule	X		X	Removed bail amounts as recommended by legal
114.4	Failure to comply	X			
202	Definitions			X	Removing "All Weather Surface" definition from Ordinance to define in Fire Prevention Standard (FPS)
503.1.2.1	Remoteness			X	Removing from Ordinance and converting to FPS
503.6.1	Electrified fences	X			
505.1	Address identification			X	Removing from Ordinance and converting to FPS
505.1.1	Illumination			X	Removing from Ordinance and converting to FPS
507.1.1	Connection	X			
507.5.1	Where required			X	Removing from Ordinance and converting to 2025 CFC Standard Code requirement
507.5.1.1	Hydrant for standpipe systems			X	Removing from Ordinance and converting to 2025 CFC standard code requirement
510.4.1.1	Minimum signal strength into buildings	X			

ITEM 11.1.

ATTACHMENT 3

510.4.1.2	Minimum signal strength out of the building	X			
Section	Title	Previously Amended 2022 CFC Carrying forward to 2025 CFC- No Changes	New Proposal to 2025 Ordinance	Previous 2022 CFC Amendment Being Removed and Converted to 2025 CFC Standard Code Requirements or FPS	Explanation
901.4.7	Pump and riser room size	X			
901.4.7.2	Marking on access doors			X	Removing from Ordinance and converting to FPS
901.4.7.4	Lighting	X			
903.2	Where required			X	Removing previous ordinance requirement that did not allow fire walls to create separate buildings.
903.2.1.1	Group A-1	X			
903.2.1.2	Group A-2	X			
903.2.1.3	Group A-3	X			
903.2.1.4	Group A-4	X			
903.2.2.	Group B	X			
903.2.3	Group E	X			
903.2.4	Group F-1	X			
903.2.4.4	Group F-2	X			
903.2.7	Group M	X			
903.2.7.2	Group M Upholstered Furniture or Mattress	X			
903.2.8.1.1	Group R-3 manufactured housing	X			
903.2.9	Group S-1	X			
903.2.9.1	Repair garages	X			
903.2.10	Group S-2 parking garages	X			
903.2.10.1	Commercial parking garages	X			
903.2.10.3	Group S-2	X			

ITEM 11.1.

ATTACHMENT 3

903.2.18.1	Group U private garages and carports accessory to Group R-3 occupancies	X			
Section	Title	Previously Amended 2022 CFC Carrying forward to 2025 CFC- No Changes	New Proposal to 2025 Ordinance	Previous 2022 CFC Amendment Being Removed and Converted to 2025 CFC Standard Code Requirements or FPS	Explanation
903.3.1.52	NFPA 13R Sprinkler Systems			X	Removing previous deletion to allow for installation of NFPA 13R fire sprinkler systems
903.3.8.4	Supervision	X			
903.3.10	Floor control valves	X			
903.4.3	Alarms			X	Removing from Ordinance and converting to FPS
903.6	Where required		X		Exceptions added to allow for greater flexibility in increasing building square feet without triggering fire sprinkler installation by giving benefit of the increased fire protection of buildings constructed under the Uniform Fire Code
903.6.1	Monitoring	X			
1028.5.1	Exit discharge surface	X			
1201.1	Energy Storage Systems			X	Removed from Ordinance. Now provided in standard code requirements.
3307.2	When required			X	Removed Ordinance restrictions requiring permanent water supplies during construction to accept temporary conditions.
3307.2.1-3307.4	Water supply for fire protection			X	Removed CFC deletions to

					permit all CFC Chapter 33 water supply allowances during construction
Section	Title	Previously Amended 2022 CFC Carrying forward to 2025 CFC- No Changes	New Proposal to 2025 Ordinance	Previous 2022 CFC Amendment Being Removed and Converted to 2025 CFC Standard Code Requirements or FPS	Explanation
5003.9.1.2	Emergency response support information	X			
5601.1.6	Fireworks display	X			
Chapter 80	Reference standards	X			
Appendix B B105.1(1)	Required Fire Flow for One and two- family dwellings, Group R-3 and R-4 buildings and townhouses			X	Removing from Ordinance and converting to 2025 CFC standard code requirements
Appendix B Section B105.2	Buildings other than one- and two-family dwellings, Group R-3 and R-4 and Townhomes			X	Removing from Ordinance and converting to 2025 CFC standard code requirements
Appendix B Table B105.2	Required fire flow for buildings other than one and two-family dwellings, Group R-3 and R-4 buildings and townhouses	X-1		X-2	X1- Ordinance has always amended table to max 50% reduction and min. fire flow to 1,500 gpm. X2- Removed CFC table deletion regarding fire flow when utilizing NFPA13R Systems. (Allows for acceptance of decreased fire of 50% flow.)
Appendix C, Table C102.1	Required number and spacing of fire hydrants	X			
Appendix C104.2	Single outlet fire hydrants	X-1	X-2	X-3	X1-Ordinance has always

					added this section to address wharf fire hydrant upgrade triggers. X2-Two exceptions were added to allow for existing wharf fire hydrants to remain without upgrading or requiring an alternate means of protection by homeowner. X3- The first two upgrade triggers, in previous Ordinances, were removed as they are not appropriate without construction, such as a lot split.
C104.3	Right of way			X	Removed from Ordinance. Requirement automatically addressed during civil improvements
C106.1	Hydrant type	X			

- Fire Prevention Standards (FPS)**- Where the California Fire Code states “as required by the Fire Code Official”, Metro Fire has created a series of subject-specific documents, Fire Prevention Standards, to clarify Metro Fire’s requirements. Because the content in FPS’s is not more restrictive than Code, the requirements are not required to be adopted through ordinance, but can be edited freely to meet the changing needs of the community. The majority of the referenced Ordinance-to-FPS sections above, were redundant to existing FPS requirements. All FPS’ are available on Metro Fire’s website.

MEMORANDUM



ITEM 12.1.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Megan Siren, Assistant to the City Manager
Stacy Delaney, Senior Management Analyst
Ian Winbrock, Management Analyst II
SUBJECT: RANCHO CORDOVA YOUTH CENTER UPDATE

RECOMMENDATION

Receive the presentation.

RESULT OF RECOMMENDED ACTION

The Council is provided an update on operations at the Rancho Cordova Youth Center.

BACKGROUND

The Rancho Cordova Youth Center (RCYC) is a cornerstone of the city's ongoing commitment to supporting its youth. Established through a partnership between the City of Rancho Cordova and Center of Praise Ministries, Inc., the RCYC was created to provide a safe, supervised space where youth can engage in academic, social, and recreational activities. The facility, located at 10455 Investment Circle, was leased from Center of Praise Ministries, Inc., with a long-term vision of serving local youth for decades to come. RCYC officially began operations in February 2023 with partners from the Boys and Girls Club of Greater Sacramento (BGCS) and the Rancho Cordova Police Activities League (PAL). In 2025, the city purchased the property and building.

The RCYC has been instrumental in addressing the needs of Rancho Cordova's diverse youth population, offering an array of programs designed to foster leadership, personal growth, and academic support. RCYC, with the partnership between the City, BGCS and PAL offer a broad spectrum of services, including after-school programs, tutoring, sports leagues, and leadership training. The operations of the RCYC are facilitated through joint use agreements between the City, the BGCS, and PAL. These agreements, including the Master Joint Use Agreement and the individual program-specific agreements, ensure that the RCYC continues to provide vital services that focus on academic support, leadership training, and recreational activities in a safe, supervised environment. The RCYC is integral to the City's efforts to foster community cohesion, build strong relationships between law enforcement and youth, and provide a safe space for positive youth development.

Since its opening, the RCYC has become a central hub for youth in Rancho Cordova, particularly those from underserved communities. In the past year (August 2024 – July 2025),

the center has served 351 unique young people, providing 10,367 instances of program attendance (these are duplicative, a single youth could have attended multiple times and contributed to this number). The programming has been varied, with specialty enrichment, including STEAM (Science, Technology, Engineering, Arts, and Math) programs, performing arts, and leadership development workshops. The demographic diversity of the youth served highlights the center's commitment to inclusivity, with the following school year racial and ethnic demographics: 25.8% self-identifying as African American, 23.9% as Hispanic/Latinx, and 12.4% of attendees identifying as Asian, with additional representation from multi-racial, Caucasian, and other groups.

Roughly one in six RCYC families are single-parent households, though a third of participants did not report family structure. These findings underscore the value of RCYC's comprehensive support services, particularly after-school supervision, free meals, and transportation for working parents. Approximately one in five (20%) to one in four (25%) RCYC households live at or near the poverty line, closely matching Rancho Cordova's citywide poverty rate ($\approx 20.6\%$). In order to calculate this, household income brackets were compared against the 2025 HHS Poverty Guidelines for the contiguous United States. Because income was reported in \$10,000 ranges, households whose brackets straddled the poverty line were classified as "*indeterminate*." These represent families whose true income could fall slightly above or below the FPL. This confirms that the Youth Center continues to serve a high-need population, many of whom are eligible for free/reduced-price lunch and related services. This underscores the Youth Center's important role in supporting families facing economic hardship through food access, enrichment programs, and providing comprehensive youth services.

FISCAL IMPACT AND FUNDING SOURCE

The RCYC's operations for Fiscal Year 2025-2027 are funded through the Community Enhancement & Investment Fund/Measure H. Future funding for its programs will be included in the budgeting process.

ATTACHMENT(S)

1. Presentation



Rancho Cordova Youth Center

Year Three Update



Sharing Our Story

Who we
serve



Our
partners
and
impact



Where
we're
headed

ITEM 12.1.

Who We Serve

Demographics and Trends

ATTACHMENT 1



By the Numbers: Aug 2024 – Jul 2025

Times youth attended RCYC: 10,367

Youth served during regular hours: 351

Households served during regular hours: 295

Days open: 190

Demographics and Trends

Growth: 20% attendance increase

Strong focus: Underserved youth

Demographics: Robust teen & pre-teen population

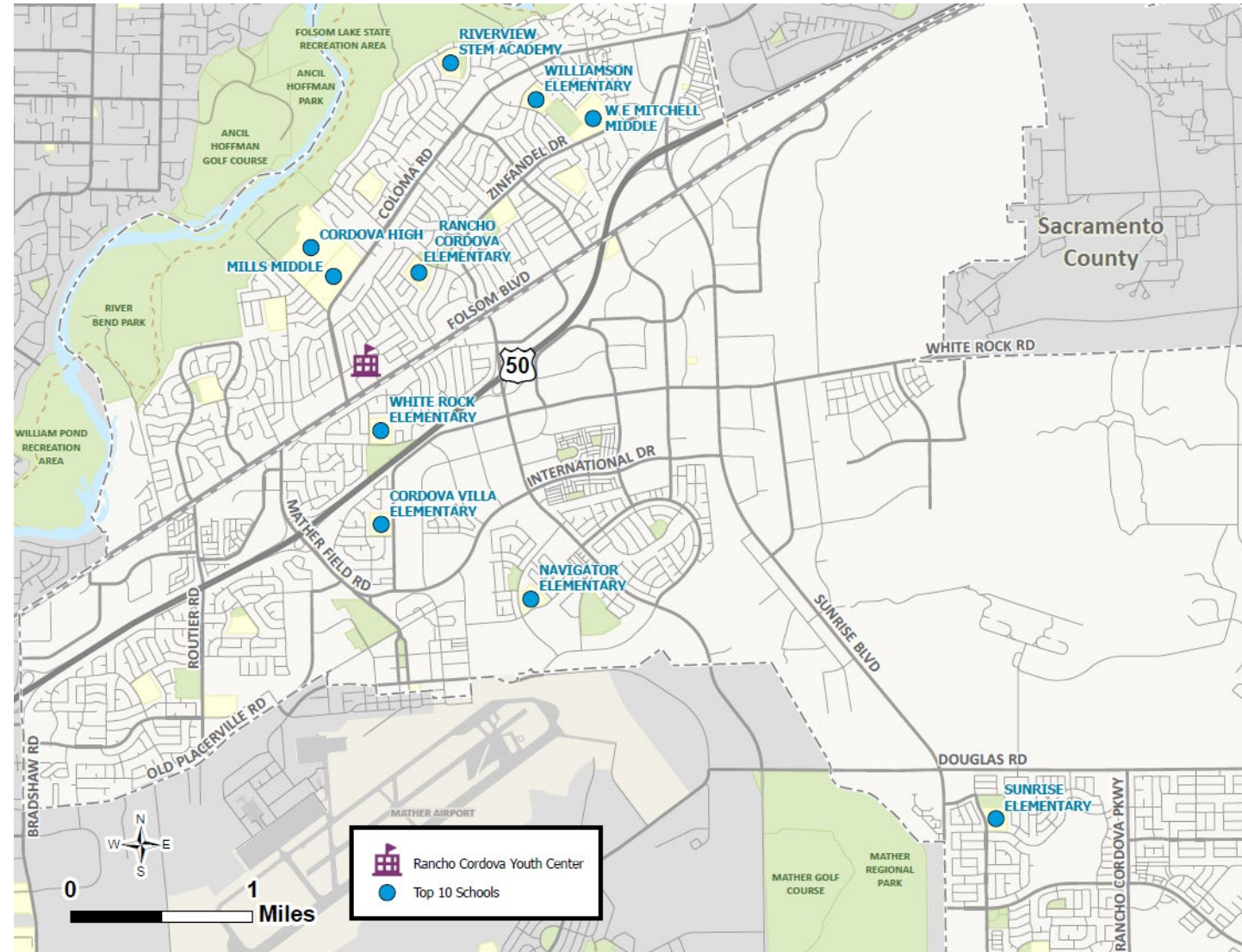
Seasonal fluctuations: School year vs. summer

Top Schools:

1. Riverview STEM Academy (14.6%)
2. Rancho Cordova Elementary (7.9%)
3. Mills Middle School (5.8%)
4. Navigator Elementary (5.5%)
5. Williamson Elementary (5.0%)
6. Sunrise Elementary (5.0%)
7. W. E. Mitchell Middle School (4.7%)
8. Cordova High School (4.4%)
9. Cordova Villa Elementary (3.8%)
10. White Rock Elementary (3.2%)

Top Districts:

1. Folsom Cordova Unified (70.34)
2. Unknown / Not Specified (18.3%)
3. Elk Grove Unified (6.9%)





Our Partners & Impact

RCYC: BGC & Rancho Cordova PAL

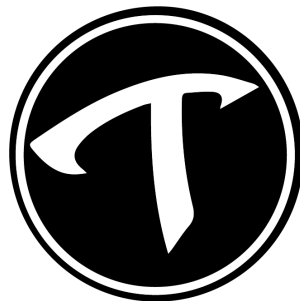


Enrichment Providers - School year & summer

Summer providers: Echelon Catapult



School year providers: Various



Where We're Headed

Year Four & Five



Looking Ahead: Addressing Challenges

FCUSD transportation program:

At 35% capacity and growing

Improved communications:

Campaigns for target demographics

Programming guide:

First catalog of RCYC programs



PROGRAM GUIDE

FREE Programs for Rancho Cordova Youth



Rancho Cordova Youth Center

Thank you! Questions?



MEMORANDUM



ITEM 12.2.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Laura Fickle, Economic Development Manager
SUBJECT: A RESOLUTION APPROVING THE MODIFICATIONS AND CONTINUATION OF EXISTING ECONOMIC DEVELOPMENT INCENTIVES, AND INTRODUCTION OF A NEW RETAIL INCENTIVE PROGRAM

RECOMMENDATION

Adopt Resolution approving Economic Development Incentive Program updates and adoption of new Retail Incentive Program.

RESULT OF RECOMMENDED ACTION

Existing Incentive Programs would be updated, and the new Retail Incentive Program would be established.

BACKGROUND

The City of Rancho Cordova currently administers three incentive programs: the Commercial Sign and Façade Improvement Program, the Jobs and Talent Attraction Program, and the Business Incentive Program, established in 2017, 2016, and 2019, respectively. As market conditions, industry trends, and business needs continue to evolve, staff recommend modernizing these programs to improve clarity, streamline processes, and better support startup and growth-stage businesses. In addition, staff proposes creating a new Retail Incentive Program to strengthen the city's competitiveness for high-quality retail and experiential projects, aligning all programs with the goals of the Economic Development Strategic Plan and Council's broader vision for a vibrant, prosperous Rancho Cordova.

Commercial Sign and Façade Improvement Program

Launched in 2017 via Resolution No. 111-2017 and later updated in 2018 under Resolution No. 151-2018, the Commercial Sign and Façade Program was created to help small businesses and property owners improve aging or noncompliant commercial signage and building façades. Many commercial properties predate city incorporation and have not modernized. This program provides grants to assist businesses that lack the resources to make desired upgrades. Property owners can utilize the funding to improve the exterior of the building and property and resolve code issues. Funding updates include increasing the mini-grant amount from \$5,000 to \$10,000, and the maximum matching grant amount from \$16,500 to \$25,000.

Jobs and Talent Attraction Program (JTAP)

Council originally adopted the Jobs and Talent Attraction Program in 2019 under Resolution No. 95-2019, as part of the Economic Development Action Plan, and later modified it in 2024 under Resolution No. 90-2024, to align with current economic needs. The program focused on attracting a broad array of new and expanding businesses that bring at least 20 net new jobs, with incentives tied to high-wage positions (at least \$100,000 in W2 wages) in targeted industries like semiconductor, computer and aerospace manufacturing, as well as research and development, biotechnology, nanotechnology, and engineering. JTAP guidelines have been updated to reduce the minimum number of net new jobs created from 20 to 5, in response to the growing need to support and attract relevant industry companies earlier in their journey so they can get established and grow in the city. The program strengthens Rancho Cordova's competitiveness for companies seeking affordable office space and access to regional talent, while generating multiplier effects that support additional jobs and local spending.

Business Incentive Program

Established in 2016 under Resolution No. 7-2016, the Business Incentive Program was designed as a flexible, case-by-case tool to attract and retain businesses, fill vacant space, generate new jobs, and enhance the city's competitiveness. It was later updated in 2018 under Resolution No. 152-2018, to include businesses in target industries such as advanced manufacturing, technology, financial services, healthcare, and life sciences. Incentives previously included business fee assistance and economic development grants to support rental assistance, equipment, and marketing. The program has played a key role in shaping Rancho Cordova's business environment by supporting firms that contribute jobs, tax revenue, and unique or underrepresented services. Notable program updates include aligning target industry sectors with city economic development priorities, clarifying and defining support for startup companies, modifications to the use of funds, as well as, removing all retail-related industries to create the new Retail Incentive Program.

Proposed New Program: Retail Incentive Program

Under the previous version of Business Incentive Program guidelines, retail uses were an eligible use. However, staff recommends establishing a standalone Retail Incentive Program for awards up to \$25,000, to address specific market needs, improve marketability, and align with City Council priorities.

Recent market data from Environmental Systems Research Institute Business Analyst (ESRI) underscores a growing retail demand base within Rancho Cordova that remains underserved relative to consumer spending power. Between 2025 and 2030, total household spending on food away from home – including restaurants and dining – is projected to grow by over \$18 million, while entertainment and recreation spending is forecast to rise by more than \$17 million. Similarly, spending on apparel, fitness, and family-oriented recreation categories are expected to see significant growth through 2030, reflecting increased disposable income and shifting consumer preferences toward experiential and lifestyle-oriented retail uses.

At the same time, ESRI data shows that Rancho Cordova households exhibit strong participation in dining and entertainment activities:

- 56% of adults dined out in the past 12 months
- Over 73% of adults who dined out visited family restaurants or steakhouses in the past 6 months

- 56% went to the movies in the past 6 months

Yet, much of this spending leaks to surrounding jurisdictions, particularly for full-service restaurants, specialty retail, and family entertainment options. The data also reveal demographic momentum that supports sustained retail growth. By 2030, Rancho Cordova's median household income is projected to exceed \$106,000, and the population to approach 89,000, with particularly strong representation in consumer segments, which are generally affluent, educated, and experience-driven households seeking local amenities. (ESRI, 2025)

Creating a distinct Retail Incentive Program will allow the city to:

- Proactively recruit new restaurants, family entertainment, and experiential retail that meet projected consumer demand and fill current market gaps.
- Support small business expansions and renovations within the city's key corridors to capture additional local spending.
- Strengthen Rancho Cordova's position as a regional destination for dining and recreation, complementing the city's employment-based incentives under the Jobs and Talent Attraction and Business Incentive Programs.

The new Retail Program will be structured to mirror the Business Incentive Program's process and review, but will focus specifically on targeted North American Industry Classification System (NAICS) sectors that include restaurants, breweries, wineries and distilleries, fitness and recreation centers, family entertainment, apparel, and child care facilities. Awards will be available up to \$25,000 based on economic benefit, need, and availability of funding. These uses have both direct fiscal benefit – through increased sales tax – and indirect community value by enhancing Rancho Cordova's identity as a vibrant, attractive city.

Together, the above Program updates position Rancho Cordova to respond proactively to current market realities, attract quality investment, and strengthen the city's reputation as a business-friendly community. By refining existing tools and introducing a targeted Retail Incentive Program, the city will enhance its ability to support both established and emerging businesses, fill vacant spaces, and generate new employment and tax revenue. These efforts ensure that Rancho Cordova remains competitive, adaptable, and aligned with the city's strategic vision for long-term economic vitality.

FISCAL IMPACT AND FUNDING SOURCE

As with the existing programs, all incentives will be funded from the Economic Development portion of Measure R, as previously approved by Council. No additional impact to the General Fund is anticipated.

ATTACHMENT(S)

1. Resolution
2. CorC Commercial Facade Improvement Program Guidelines 11172025
3. CorC Commercial Facade Improvement Program Guidelines 11172025 REDLINE
4. Jobs and Talent Attraction Program 11172025
5. Jobs and Talent Attraction Program 11172025 REDLINE
6. Business Incentive Program NAICS Code Definitions
7. Business Incentive Program Guidelines 11172025
8. Business Incentive Program Guidelines 11172025 REDLINE
9. RETAIL Incentive program 11172025
10. Presentation

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, TO APPROVE THE MODIFICATION AND CONTINUATION OF THE ECONOMIC DEVELOPMENT INCENTIVE PROGRAMS: COMMERCIAL SIGN AND FAÇADE IMPROVEMENT PROGRAM, JOBS AND TALENT ATTRACTION PROGRAM, THE BUSINESS INCENTIVE PROGRAM, AND ESTABLISHMENT OF THE RETAIL INCENTIVE PROGRAM

WHEREAS, the City Council established the Commercial Sign and Façade Improvement Program in 2017 via Resolution No. 111-2017 and later updated in 2018 under Resolution No. 151-2018 to assist businesses in modernizing commercial signage and façades, improving the image of commercial corridors, and supporting small businesses; and

WHEREAS, the program has contributed to corridor beautification and enhancing the city's overall business environment; and

WHEREAS, Council desires to continue this program to further these goals by increasing eligible grant amounts; and

WHEREAS, the City Council adopted the Jobs and Talent Attraction Program in 2019 under Resolution No. 95-2019, as part of the Economic Development Action Plan to attract high wage jobs in targeted industries; and

WHEREAS, the City Council adopted the updated guidelines in 2024 under Resolution No. 90-2024 to increase the attractiveness of the program by increasing the award amount per job and modifying the targeted eligible industries to strategically align with growing industry sectors that have both high growth potential and high wage jobs; and

WHEREAS, Council desires to continue and update the program to reflect current economic conditions, office market realities, and reduce barriers to qualifying for the program; and

WHEREAS, the City Council approved the Rancho Cordova Business Incentive Program in 2016 under Resolution No. 7-2016 to attract and retain businesses, fill vacant space, and generate high-quality employment opportunities; and

WHEREAS, Council desires to continue the Business Incentive Program, with refinements to maintain alignment with the city's strategic priorities and separate retail industries from the original Program framework; and

WHEREAS, retail businesses, particularly restaurants, entertainment venues, and other consumer-facing establishments, play a unique role in generating sales tax, enhancing quality of life, and diversifying Rancho Cordova's economy; and

WHEREAS, establishing a standalone Retail Incentive Program focused exclusively on retail and entertainment sectors assists with clarity, marketability, and alignment with Council priorities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby approves the modification and continuation of the Commercial Sign and Façade Improvement Program, the Jobs and Talent Attraction Program, the Business Incentive Program, and the establishment of the Retail Incentive Program. An updated copy of the aforementioned Economic Incentive Program guidelines will be on file in the office of the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk



City of Rancho Cordova

Commercial Sign & Façade Improvement Grant Program Guidelines

I. PURPOSE

The Commercial Sign & Façade Improvement Grant Program ("Program") is an endeavor of the City of Rancho Cordova to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the City of Rancho Cordova. The Program offers two façade improvement grants.

The long-term objective is to improve the physical appearance of our commercial properties, encourage the retention of existing businesses, and increase property values and tenant stability.

II. PROGRAM OVERVIEW

Commercial Façade Improvement Mini-Grant

This grant provides for reimbursement of up to Ten Thousand dollars (\$10,000) for commercial sign and building façade improvements with no match requirement.

Commercial Façade Improvement Matching Grant

This grant provides reimbursement for eligible sign and façade improvement projects at a rate of up to two-thirds (2/3) of the total project cost, not to exceed \$25,000, whichever is less. Participants are responsible for contributing the remaining one-third (1/3) of the total project cost, as well as any expenses that exceed the program's maximum funding limit.

Grant proceeds are to be used for labor and material directly related to the façade construction which may include new work, additions, alterations, reconstruction or repairs. **Initial:** _____

All estimates and payments for construction and installation of façade improvements shall include prevailing wages and comply with CA Department of Industrial Relations public works projects requirements (www.dir.ca.gov/public-works/prevailing-wage.html). **Initial:** _____

With participation in the program, it is required that construction shall be completed within 120 days after the City issued Notice to Proceed. If the project extends beyond the scheduled completion date, prior staff approval is required. **Initial:** _____

III. ELIGIBILITY

Eligible Applicants



Owners or long-term tenants* of commercial, industrial, office, and retail zoned property which must meet the following requirements for eligibility:

- Property is at least five years old.
- Located within Rancho Cordova City limits.

Project improvements that were started prior to submitting a request for funding (including deposits for work to be completed) and have been stopped due to a shortage of funds will be evaluated based on financial need.

Initial: _____

**Tenants must have the property owner's written consent before any improvements are made. In addition, the grant application must be signed by the property owner. Initial: _____*

Ineligible Applicants

- Hotels and Single-Room-Occupancy properties.
- Single or multi-unit residential zoned property.
- Property used for public purposes (e.g., parks and community recreation facilities)
- Commercially industrial, office and retail zoned where 51% or more of the property is occupied by a public agency, special district organization or nonprofit corporation.
- Properties that do not meet applicable zoning requirements. All applicants must demonstrate compliance with current zoning standards and land use regulations.

Ineligible Use of Funds

Tools may not be purchased with grant funds, but tool rental is allowable.

Eligible Types of Improvements

Eligible improvements include, but are not limited to:

- Removal of old or non-conforming signs, awnings and other exterior clutter
- Exterior cleaning and painting
- Repair or replacement of exterior siding (including the construction of new façade elements and architectural details)
- Replacement of entry doors
- Installation of display windows
- Installation of new canvas awnings over windows and entries
- Installation of new signs
- Installation of new exterior lighting
- Installation of permanent landscaping including any necessary irrigation or improvements needed to properly maintain the landscaping.



- Exterior mandatory Title 24 upgrades
- Trash enclosures
- Parking lot resurfacing or restriping

Additional improvements that are deemed to be consistent with the intent of the program will be reviewed and approved/disapproved on a case-by-case basis. *All additional improvements must be in compliance with all applicable municipal code and building and safety code requirements.*

Initial: _____

Project improvements defined in the application must not be started until the applicant receives a Notice to Proceed from the city. If any project improvements included in the application are commenced prior to the city's issuance of a Notice to Proceed the costs associated with these improvements will not be eligible for reimbursement. **Initial:** _____

IV. GENERAL APPLICATION AND APPROVAL PROCESS

Applications will be reviewed on a case-by-case basis. **Note:** All proposed façade projects/remodels must be approved by the Planning and Building and Safety Departments prior to being accepted into this program.

Any business seeking a Commercial Sign & Façade Improvement Grant and meeting the above criteria should contact the City's Economic Development Department to obtain a Phase I: Application packet. Upon receipt of the Phase I: Application, a representative will review the request and verify that the general qualifying criteria have been met. If the project qualifies, the applicant will be provided with a Phase II: Application, Checklist and supporting forms to complete the application with an independent consultant. The independent consultant retained by the city will conduct a financial credit review to evaluate the soundness of the project, determine if funds are available, determine compliance with program criteria and make a funding recommendation which will be reviewed by City staff and accepted/rejected. **Initial:** _____

If the project is approved, final agreements with City will be prepared as appropriate to each level of grant funding (i.e., Mini-Grant or Matching Grant) as defined below.

V. FUNDING

Program funding is appropriated by the City annually, and will be available on a first come, first served basis – if funds are exhausted at the time of application submittal, staff will retain the application. If additional funds become available, staff will contact applicants in the order applications were received.

Grant Amounts

Eligible property owners or tenants who propose façade improvements can apply for one of two grants.

1. **Commercial Façade Improvement Mini-Grant:** This grant provides reimbursement for commercial building façade improvements to approved applicants in the amount of up to Ten Thousand dollars (\$10,000).
2. **Commercial Façade Improvement Matching Grant:** The City of Rancho Cordova will provide reimbursement for eligible sign and façade improvement projects at a rate of up to two-thirds (2/3)



of the total project cost, not to exceed \$25,000, whichever is less.

Participants are responsible for contributing the remaining one-third (1/3) of the total project cost, as well as any expenses that exceed the program's maximum funding limit.

Disbursement of grant proceeds to approved applicants will be in a reimbursement payment issued after city deems the project complete. All reimbursement requests must include proof of payment and other supporting documentation sufficient to demonstrate to the city's satisfaction that all façade improvement costs have been paid and the project is complete. Payments of costs and completion of the project is subject to approval of invoices and proofs of payment by city staff. Proof of payment will consist of:

- Cleared check with bank routing and account numbers on the front of the check and any endorsements on the back of the check obliterated.
- Credit card or Bank statements with the cardholder/accontholder address, account number, summary of account information (payment due, balance, etc.) and all other details not relevant to the project for which reimbursement is requested obliterated.

The City of Rancho Cordova reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Rancho Cordova City Council.

VI. IMPLEMENTATION WORK

Permits

Before commencement of construction, Applicant shall secure any and all permits and schedule all required inspections which may be required by the City of Rancho Cordova or any other governmental agency affected by such construction.

Prevailing Wage

The Awarding Body (i.e., property owner or business owner) and all contractors awarded a work contract paid with funds provided under this program must comply with current prevailing wage requirements for a publicly supported project (i.e., public works project) in California (www.dir.ca.gov/public-works/prevailing-wage.html).

Design

The Applicant will be responsible for facilitating architectural design and engineering assistance as may be required.

Building and Zoning

All improvements shall conform to the City of Rancho Cordova Building Codes, Zoning Ordinance, and applicable Design Guidelines. Our Planning and Building Department teams will liaison with the Applicant to provide information on any possible permit requirements and/or fees associated with changes and improvements.



Following is a list of possible permit requirements or fees that may be applicable to your project, however, other permits may be also be required based on the nature of a specific project:

Zoning Certification

- New landscaping, paint color, or site layout changes

Administrative Use Permit

- Installation of new single monument sign

Unified Sign Program Application Fee

- Needed for new Unified Sign Programs for Multi-tenant or Mixed-Use Developments

Minor Design Review

- Façade renovations involving less than 200 linear feet of façade frontage of an existing building

Major Design Review

- Façade renovations involving 200 or more linear feet of façade frontage of an existing building

City staff will be available to work with approved applicants to assist in the coordination of the project. City staff will carry out periodic inspections.

VII. AGREEMENTS

Applicants will be required to sign the following agreements to participate in the program.

1. **City of Rancho Cordova Commercial Façade Improvement Program Agreement** – Applicants must execute this agreement at the beginning of the Application process. The purpose of this agreement is to ensure that Applicants understands program requirements. A copy of this agreement is provided in Attachment A.
2. **Commercial Façade Easement Agreement** – Applicants with awards greater than \$10,000 will be required to execute this easement agreement once the work is completed and prior to receiving reimbursement for project expenses from the city. The purpose of this agreement is to ensure that the improvements remain in good condition for a minimum period of 5-years following the completion of the project. A copy of a sample Notice to Proceed letter is provided in Attachment B, and the easement agreement is provided in Attachment C.

VIII. FAQs

Q: What do you mean when you say that all work involving labor must include “prevailing wage”?

A: *When a project is fully or partially funded with public funds such as those provided through this program, your contractors and subcontractors are required to pay their employees prevailing wages. If your contractors or subcontractors are unfamiliar with California Prevailing Wage Laws they can find additional information at https://www.dir.ca.gov/dlse/FAQ_PrevailingWage.html.*

Q: What is an Awarding Body?



A: *An Awarding Body is a private entity using public funds to complete a project either using internal resources or through an outside contractor (<https://www.dir.ca.gov/public-works/awarding-bodies.html>).*

Q: **Can I apply for grant funds for work that has already been initiated or completed?**

A: *NO, program funds will not be provided to pay for work that has already been initiated or completed as noted in the Program Eligibility section above.*

I, _____, have read and received a copy of these guidelines.

Signature: _____

Business Name: _____

Date: _____

2822546.1



ATTACHMENT A

City of Rancho Cordova

Commercial Sign & Façade Improvement Program

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Rancho Cordova, hereinafter referred to as "City" and _____, hereinafter referred to as "Applicant."

The Applicant and the City certify and agree to the terms and conditions as set forth below:

1. The Applicant is the owner of or tenant in good standing of a certain property located at [physical address _____] in the City of Rancho Cordova, California, hereinafter referred to as "Property," lying within an area where the City is conducting a Commercial Façade Improvement Program as described in the Program Guidelines, a copy of which has been provided to the Applicant. A tenant must have the property owner's permission as authorized by a notarized legal written consent of Property Owner to complete the project.
2. The Property is used for commercial, retail, office, and/or mixed-use purposes and Applicant's proposed improvements to the Property listed in the Commercial Façade Improvement Program Application are eligible improvements as described in the Program Guidelines. **Initial:** ____
3. All improvements to be undertaken shall conform to the City of Rancho Cordova Building Codes, Zoning Ordinance, and applicable Design Guidelines. Applicant shall secure any and all permits and schedule all required inspections which may be required by the City or any other governmental agency affected by such construction. **Initial:** ____
4. Only the work that is agreed to by the City and the Applicant, which will be outlined in a formal written Notice to Proceed to be provided to the Applicant by the City upon application approval, will be eligible for reimbursement.
 - a. As the work to be performed will be partially or totally paid with public funds, all estimates for construction and installation of façade improvements submitted for application approval shall include written notice on the estimate that all labor associated with the work to be completed includes "**prevailing wages**". **Initial:** ____
 - b. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. **Initial:** ____
 - c. Any work that is begun by the applicant prior to receiving a written notice to proceed from the City will **NOT** be eligible for reimbursement. **Initial:** ____



5. The City will reimburse to the Applicant for up to Ten Thousand dollars (\$10,000) for a Mini-Grant or up to Twenty-Five Thousand Dollars (\$25,000) of eligible façade improvements costs in accordance with the criteria described in the Program Guidelines for a Matching Grant.
- a. Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following support documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work. **Initial:** _____
 - b. Reimbursement claims for all eligible expenses for completed improvements involving labor must be accompanied by certified payroll documents. **Initial:** _____
6. If the Property is sold within five (5) years and the grant amount exceeds \$10,000, the Applicant will reimburse the city 20% of the grant amount for each year less than five before the property is sold. **Initial:** _____
7. Prior to completion of the eligible improvements, the Applicant will maintain the portion of the site undergoing construction in a neat and orderly condition in the areas of signage, façade and landscaping. **Initial:** _____
8. Upon completion of the work, the property owner understands and agrees that the city shall record a Commercial Façade Easement Agreement on the property at no expense to applicant or property owner for awards over \$10,000. The maintenance easement shall remain in effect for five (5) years from the date of recording. A sample of the easement is provided with the Program Guidelines in EXHIBIT C. The form of the Commercial Façade Easement is attached hereto as Exhibit A and incorporated herein by reference. **Initial:** _____
9. During the construction period and for sixty (60) days after the work has been completed, the City may display a sign (provided by the City) indicating participation in the Commercial Façade Improvement Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of not more than ninety (90) days. **Initial:** _____
10. Applicant agrees to allow the City of Rancho Cordova or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Commercial Façade Improvement Program work. **Initial:** _____
11. In accordance with the terms of this Agreement, the Applicant shall hire all personnel and pay for all labor, materials, tools, transportation, services, city business license, licenses and permits necessary to perform or cause to have performed, all work as specified in the Application. Applicant is aware of Labor Code Section 3700, which requires workers compensation insurance or self-insurance for employees. **Initial:** _____
12. In accordance with the terms of this Agreement, the Applicant shall hire all personnel and pay for all labor at "prevailing wage" rates in accordance with the requirements associated with the use of public funds from this grant. The Applicant is solely responsible for ensuring that all labor necessary to perform or cause to have performed, all work as specified in the Application is paid at "prevailing wage" rates. **Initial:** _____



13. Upon the signing of this Agreement, the Applicant shall have a period of one-hundred and twenty (120) days in which to complete the approved improvements after the City issues a Notice to Proceed. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicant will be permitted. **Initial:** _____

14. The Applicant shall give all required notices and comply with all applicable laws, ordinances, and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work. **Initial:** _____

15. Applicant understands and agrees that the City of Rancho Cordova, its officers, agents, and employees shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements. Applicant shall indemnify, release, defend and hold City, City, their officers, employees and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicant, its employees and agency from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, its officers, employees or agents.

16. This Agreement incorporates the following documents as fully a part of this Agreement as if herein repeated: a) Commercial Façade Improvement Program Application; and b) Commercial Façade Improvements Program Guidelines.

Executed this _____ day of _____, 20____

City of Rancho Cordova

Applicant (If Lessee)

Property Owner(s)



ATTACHMENT B

City of Rancho Cordova

Commercial Sign & Façade Improvement Program

SAMPLE NOTICE TO PROCEED

DATE

Contact Name

Company Name

Address

Address

Dear XXXX,

Thank you for applying for the city's Commercial Façade Improvement Mini Grant Program to improve the property located at [ADDRESS]. After reviewing the information provided we are writing to inform you that your request for up to \$10,000 in grant funds has been approved. The total grant amount will be based on the submission and proof of payment of invoices for the improvements outlined in the agreements. Any reimbursement by the City for costs incurred for the work associated with this grant will be contingent on the city's receipt of the following documents executed by an authorized representative from [COMPANY NAME] and the [PROPERTY OWNER] of [ADDRESS], Rancho Cordova.

- Signed (as appropriate) and returned:
 - Commercial Façade Improvement Program Guidelines.
 - Commercial Façade Improvement Program Agreement.
 - Commercial Façade Easement Agreement [the Property Owner(s) signature on this document must be Notarized].
- Provide a Check, payable to the City of Rancho Cordova, for \$250 (application fee).

This letter will serve as a Notice to Proceed with reimbursement contingent upon receipt of the items outlined above.

Please contact us if you have any questions.



ATTACHMENT C

City of Rancho Cordova

Commercial Sign & Façade Improvement Program

SAMPLE EASEMENT AGREEMENT

Recording Requested by:

City of Rancho Cordova

When recorded mail to:

City of Rancho Cordova

2729 Prospect Park Dr.

Rancho Cordova, CA 95670

Attn: Economic Development Manager

Space above this line for Recorder's use

COMMERCIAL SIGN & FAÇADE EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is entered into on this ____ day of _____ 20__ by and between [Name of Grant Recipient] ("Grantee") and the City of Rancho Cordova, a public body, corporate and politic ("Grantor").

RECITALS

A. Grantor has determined that establishing a Commercial Sign & Façade Improvement Grant Program (the "Program") will enhance the physical appearance and economic vitality of commercial businesses in the City of Rancho Cordova.

B. Grantee is the owner/lessee of certain real property located at [Property Physical Address], APN: XXX-XXX-XXX (the "Property").

C. Grantor approved Grantee's application (the "Application") for participation in the Program on [Month, Day, Year]. Under terms of the Application, certain improvements have been made to the Property (the "Improvements") and Grantee now desires to sell to Grantor an easement



in the Property (the "Easement") in consideration for the \$0,000 grant against the costs incurred by the Grantee in making the Improvements. The grant shall be the purchase price for the Easement.

D. Improvements have been constructed consistent with the terms of the Application.

E. Grantee desires to sell the Easement to Grantor and Grantor desires to purchase the easement in the Property subject to the conditions and terms as herein provided.

NOW, THEREFORE, the parties mutually agree to the following:

1. Grantee hereby grants and conveys to Grantor a non-exclusive easement in the Property for the purposes set forth in paragraph 2, subject to the conditions precedent herein provided.
2. The Easement shall be to maintain and repair the facade of the building and landscaping located on the Property (the "Façade") if and only if Grantee fails to maintain the Façade in good condition after being duly notified by Grantor as provided in Paragraph 6.
3. Grantor shall pay Grantee [dollar amount spelled out] dollars (\$ 0,000) as the purchase price for the Easement. The parties acknowledge that this purchase price equals [XX] percent (00%) of the total cost of the Improvements and are within program guidelines, and represents eligible facade improvement costs as approved by Grantor in the Application. Payment shall be made as follows:
 - a. \$0,000 upon receipt of verification that Grantee has made payment to vendors and execution of this agreement and other applicable forms associated with the Commercial Façade Improvement Program.
4. Grantee shall reimburse Grantor for any costs that the Grantor incurs if Grantor is required to maintain and repair the Façade.
5. If the Grantee fails to perform under paragraph 4 of this Agreement, the Grantor may place a lien on the Property for all costs incurred in maintaining or repairing the Façade.
6. The condition precedents provided in Paragraph 2 shall be deemed satisfied after the Grantor has given the Grantee thirty (30) day notice of its intention to perform under the Agreement due to the Grantee's failure to maintain the Façade in good condition and the Grantee fails to undertake the work described in that notice during that thirty (30) day period.
7. This Agreement shall terminate [] (#) years from the date of this agreement.



8. The Grantee shall hold the Grantor and its officials, officers, employees, agents, and volunteers harmless against all injuries, damages, claims, costs, or liabilities arising from any work performed under this Agreement, including but not limited to the initial improvement of the Façade and any ongoing maintenance as required by this Agreement, and any violation of any federal, state, or municipal law or ordinance.

9. Formal notices, demands, and communications between the parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested or sent by express delivery service with a delivery receipt, to the principal office of Grantee and Grantor as follows:

Grantor: City of Rancho Cordova
2729 Prospect Park Dr.
Rancho Cordova, CA 95670
Attn: Economic Development Manager

Grantee: [Legal Name as Business or Individual]
[Mailing Address]
[Mailing City, State, Zip]
[Attn: Authorized Contact Name if Legal Name as Business]

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

10. In the event of litigation arising from this Agreement, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such litigation.

11. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. The times for the performance of any obligation hereunder shall be strictly construed, time being of the essence.

14. By executing this agreement, the property owners agree to all the terms and conditions contained herein.

ITEM 12.2.

ATTACHMENT 2



Executed on the date first written above.



GRANTEE:
(OWNER/LESSEE)

GRANTOR:
CITY OF RANCHO CORDOVA
a public body, corporate and politic

By: _____

Its: _____

PROPERTY OWNERS:

6318194.1



City of Rancho Cordova Commercial Sign & Façade Improvement Grant Program Guidelines

I. PURPOSE

The Commercial Sign & Façade Improvement Grant Program ("Program") is an endeavor of the City of Rancho Cordova to leverage public funds and private investment to enhance the physical appearance and economic vitality of commercial businesses in the City of Rancho Cordova. The Program offers two façade improvement grants.

The long-term objective is to improve the physical appearance of our commercial properties, encourage the retention of existing businesses, and increase property values and tenant stability.

II. ~~PROGRAM COMPONENTS~~

III. ~~II. PROGRAM OVERVIEW~~

- ~~1. Commercial Façade Improvement Mini-Grant – This grant provides for reimbursement of up to FiveTen Thousand dollars (\$510,000) for commercial sign and building façade improvements with no match requirement.~~
- ~~1. Commercial Façade Improvement Matching Grant – This grant will provide reimbursement for eligible sign and façade improvement projects at a rate of up to two-thirds (2/3) of the total project cost, not to exceed \$25,000, whichever is less. Participants are responsible for contributing the remaining one-third (1/3) of the total project cost, as well as any expenses that exceed the program's maximum funding limit. This limit grant will provide a reimbursable matching grant of two-thirds (66%) of eligible project costs for projects where the total project cost is \$25,000 or less, up to a maximum of \$16,500. The total cost of the improvement work must be more than Five Thousand dollars (\$5,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs.~~

Grant proceeds are to be use for labor and material directly related to the façade construction which may include new work, additions, alterations, reconstruction and/or repairs. Initial: _____

All estimates and payments for construction and installation of façade improvements shall include prevailing wages and comply with CA Department of Industrial Relations public works projects requirements (www.dir.ca.gov/public-works/prevaling-wage.html). Initial: _____

With participation in the program, it is required that construction shall be completed within 120 days after the City issued Notice to Proceed. If the project extends beyond the scheduled completion date, prior staff approval is required. Initial: _____

1.01.202010.16.2025

ITEM 12.2.

ATTACHMENT 3



IV.III. ELIGIBILITY

Eligible Applicants

Owners or long-term tenants* of commercial, industrial, office, and retail zoned property which must meet the following requirements for eligibility:

- Property is at least five years old.
- Located within Rancho Cordova City limits.

Project improvements that were started prior to submitting a request for funding (including deposits for work to be completed) and have been stopped due to a shortage of funds will be evaluated based on financial need.

Initial: _____

Tenants must have the property owner's written consent before any improvements are made. In addition, the grant application must be signed by the property owner. **Initial: _____*

Ineligible Applicants

- Hotels and Single-Room-Occupancy properties.
- Single or multi-unit residential zoned property.
- Property used for public purposes (e.g., parks and community recreation facilities)
- Commercially industrial, office and retail zoned where 51% or more of the property is occupied by a public agency, special district organization or nonprofit corporation.
- Properties that do not meet applicable zoning requirements. All applicants must demonstrate compliance with current zoning standards and land use regulations.

Ineligible Use of Funds

Tools may not be purchased with grant funds, but tool rental is allowable.

Eligible Types of Improvements

Eligible improvements include, but are not limited to:

- Removal of old or non-conforming signs, awnings and other exterior clutter
- Exterior cleaning and painting
- Repair or replacement of exterior siding (including the construction of new façade elements and architectural details)
- Replacement of entry doors
- Installation of display windows

1.01.2020 10.16.2025

ITEM 12.2.

ATTACHMENT 3



- Installation of new canvas awnings over windows and entries
- Installation of new signs
- Installation of new exterior lighting
- Installation of permanent landscaping including any necessary irrigation or improvements needed to properly maintain the landscaping.
- Exterior mandatory Title 24 upgrades
- Trash enclosures
- Parking lot resurfacing or restriping

Additional improvements that are deemed to be consistent with the intent of the program will be reviewed and approved/disapproved on a case-by-case basis. ~~by the Economic Development Director.~~ *All additional improvements must be in compliance with all applicable municipal code and building and safety code requirements.* **Initial:** _____

Project improvements defined in the application must not be started until the applicant receives a Notice to Proceed from the City. If any project improvements included in the application are commenced prior to the City's issuance of a Notice to Proceed the costs associated with these improvements will not be eligible for reimbursement. **Initial:** _____

V.IV. GENERAL APPLICATION AND APPROVAL PROCESS

Applications will be reviewed on a case-by-case basis. **Note:** All proposed façade projects/remodels must be approved by the Planning Department prior to being accepted into this program.

Any business seeking a Commercial Sign & Façade Improvement Grant and meeting the above criteria should contact the City's Economic Development Department to obtain a Phase I: Application packet. Upon receipt of the Phase ~~I~~ Application, a representative will review the request and verify that the general qualifying criteria have been met. If the project qualifies, the applicant will be provided with a Phase II: Application, Checklist and supporting forms to complete the application with an independent consultant. ~~The materials provided will then be used by an~~ independent consultant retained by the city will to conduct a financial credit review to evaluate the soundness of the project, determine if funds are available, determine compliance with program criteria and make a funding recommendation which will be reviewed by City staff and accepted/rejected. **Initial:** _____

If the project is approved, final agreements with City will be prepared as appropriate to each level of grant funding (i.e., Mini-Grant or Matching Grant) as defined below.

V.V. FUNDING

1.01.2020 10.16.2025

ITEM 12.2.

ATTACHMENT 3



Program funding is appropriated by the City annually, and will be available on a first come, first served basis – if funds are exhausted at the time of application submittal, staff will retain the application. If additional funds become available, staff will contact applicants in the order applications were received.

Grant Amounts

Eligible property owners or tenants who propose façade improvements can apply for one of two grants.

1. **Commercial Façade Improvement Mini-Grant:** This grant provides reimbursement for commercial building façade improvements to approved applicants in the amount of up to ~~Five-Ten~~ **Five** Thousand dollars (\$~~105,000~~ **10,000**). ~~for projects where the total project cost is \$25,000 or less, with no match requirement.~~
2. **Commercial Façade Improvement Matching Grant:** Matching Grant – ~~The City of Rancho Cordova will provide reimbursement for eligible sign and façade improvement projects at a rate of up to two-thirds (2/3) of the total project cost, not to exceed \$25,000, whichever is less.~~
~~Participants are responsible for contributing the remaining one-third (1/3) of the total project cost, as well as any expenses that exceed the program's maximum funding limit. This grant will provide a reimbursable matching grant of two-thirds (66%) of eligible project costs for projects where the total project cost is \$25,000 or less, up to a maximum of \$16,500. The total cost of the improvement work must be more than Five Thousand dollars (\$5,000). Receipt of a matching grant requires the approved applicant to contribute a minimum of one-third of the total cost of the façade improvement costs.~~

Commented [AN1]: Are both programs reimbursement based?

Disbursement of grant proceeds to approved applicants will be in a reimbursement payment issued after city deems the project complete. All reimbursement requests must include proof of payment and other supporting documentation sufficient to demonstrate to the city's satisfaction that all façade improvement costs have been paid and the project is complete. Payments of costs and completion of the project is subject to approval of invoices and proofs of payment by city staff. Proof of payment will consist of:

- Cleared check with bank routing and account numbers on the front of the check and any endorsements on the back of the check obliterated.
- Credit card or Bank statements with the cardholder/accountholder address, account number, summary of account information (payment due, balance, etc.) and all other details not relevant to the project for which reimbursement is requested obliterated.

The City of Rancho Cordova reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Rancho Cordova City Council.

VII. IMPLEMENTATION WORK

1.01.202010.16.2025

ITEM 12.2.

ATTACHMENT 3



Permits

Before commencement of construction, Applicant shall secure any and all permits and schedule all required inspections which may be required by the City of Rancho Cordova or any other governmental agency affected by such construction.

Prevailing Wage

The Awarding Body (i.e., property owner or business owner) and all contractors awarded a work contract paid with funds provided under this program must comply with current prevailing wage requirements for a publicly supported project (i.e., public works project) in California (www.dir.ca.gov/public-works/prevailing-wage.html).

Design

The Applicant will be responsible for facilitating architectural design and engineering assistance as may be required.

Building and Zoning

All improvements shall conform to the City of Rancho Cordova Building Codes, Zoning Ordinance, and applicable Design Guidelines. Our Planning and Building Department teams will liaison with the Applicant to provide information on any possible permit requirements and/or fees associated with changes and improvements.

Following is a list of possible permit requirements or fees that may be applicable to your project, however, other permits may be also be required based on the nature of a specific project:

Zoning Certification

- New landscaping, paint color, or site layout changes

Administrative Use Permit

- Installation of new single monument sign

Unified Sign Program Application Fee

- Needed for new Unified Sign Programs for Multi-tenant or Mixed-Use Developments

Minor Design Review

- Façade renovations involving less than 200 linear feet of façade frontage of an existing building

Major Design Review

- Façade renovations involving 200 or more linear feet of façade frontage of an existing building

City staff will be available to work with approved applicants to assist in the coordination of the project. City staff will carry out periodic inspections.

VIII.VII. AGREEMENTS

Applicants will be required to sign the following agreements to participate in the program.

1.01.202010.16.2025

ITEM 12.2.

ATTACHMENT 3



1. **City of Rancho Cordova Commercial Façade Improvement Program Agreement** – Applicants must execute this agreement at the beginning of the Application process. The purpose of this agreement is to ensure that Applicants understands program requirements. A copy of this agreement is provided in Attachment A.

Commented [AN2]: Is this required by both programs?

Commented [LF3R2]: yes. Easement only for match

1-2. **Commercial Façade Easement Agreement** – Applicants for awards greater than \$105,000 will be required to execute this agreement once the work is completed and prior to receiving reimbursement for project expenses from the City. The purpose of this agreement is to ensure that the improvements remain in good condition for a minimum period of 5-years following the completion of the project. Copies-A copy of a sample introductory Notice to Proceed letter is provided in Attachment B, and the easement agreement are-is provided in Attachment C.

IX.VIII.FAQs

Q: What do you mean when you say that all work involving labor must include “prevailing wage”?

A: When a project is fully or partially funded with public funds such as those provided through this program, your contractors and subcontractors are required to pay their employees prevailing wages. If your contractors or subcontractors are unfamiliar with California Prevailing Wage Laws they can find additional information at https://www.dir.ca.gov/dlse/FAQ_PrevailingWage.html.

Q: What is an Awarding Body?

A: An Awarding Body is a private entity using public funds to complete a project either using internal resources or through an outside contractor (<https://www.dir.ca.gov/public-works/awarding-bodies.html>).

Q: Can I apply for grant funds for work that has already been initiated or completed?

A: NO, program funds will not be provided to pay for work that has already been initiated or completed as noted in the Program Eligibility section above.

I, _____, have read and received a copy of these guidelines.

Signature: _____

Business Name: _____

Date: _____

2822546.1

1.01.202010.16.2025

ITEM 12.2.

ATTACHMENT 3



1.01.202010.16.2025



ATTACHMENT A

City of Rancho Cordova

Commercial Sign & Façade Improvement Program AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between the City of Rancho Cordova, hereinafter referred to as "City" and _____, hereinafter referred to as "Applicant."

The Applicant and the City certify and agree to the terms and conditions as set forth below:

1. The Applicant is the owner of or tenant in good standing of a certain property located at [physical address _____] in the City of Rancho Cordova, California, hereinafter referred to as "Property," lying within an area where the City is conducting a Commercial Façade Improvement Program as described in the Program Guidelines, a copy of which has been provided to the Applicant. A tenant must have the property owner's permission as authorized by a notarized legal written consent of Property Owner to complete the project.
2. The Property is used for commercial, retail, office, and/or mixed-use purposes and Applicant's proposed improvements to the Property listed in the Commercial Façade Improvement Program Application are eligible improvements as described in the Program Guidelines. **Initial:** _____
3. All improvements to be undertaken shall conform to the City of Rancho Cordova Building Codes, Zoning Ordinance, and applicable Design Guidelines. Applicant shall secure any and all permits and schedule all required inspections which may be required by the City or any other governmental agency affected by such construction. **Initial:** _____
4. Only the work that is agreed to by the City and the Applicant, which will be outlined in a formal written Notice to Proceed to be provided to the Applicant by the City upon application approval, will be eligible for reimbursement.
 - a. As the work to be performed will be partially or totally paid with public funds, all estimates for construction and installation of façade improvements submitted for application approval shall include written notice on the estimate that all labor associated with the work to be completed includes "**prevailing wages**". **Initial:** _____
 - b. Any changes to the project that are not approved by the City in writing will not be eligible for reimbursement. **Initial:** _____
 - c. Any work that is begun by the applicant prior to receiving a written notice to proceed from the City will **NOT** be eligible for reimbursement. **Initial:** _____

1.01.202010.16.2025

ITEM 12.2.

ATTACHMENT 3



5. The City will reimburse to the Applicant for up to ~~Five-Ten Thousand dollars (\$510,000)~~ for a Mini-Grant or up to ~~Sixteen Thousand Five Hundred Dollars (\$16,500)~~ Twenty-Five Thousand Dollars (\$25,000) of eligible façade improvements costs in accordance with the criteria described in the Program Guidelines for a Matching Grant.
- Reimbursement claims for all eligible expenses for completed improvements must be accompanied by the following support documents: applicable planning and building permits, canceled checks and paid invoices/receipts for eligible work. **Initial:** _____
 - Reimbursement claims for all eligible expenses for completed improvements involving labor must be accompanied by certified payroll documents. **Initial:** _____
6. If the Property is sold within five (5) years and the grant amount exceeds \$510,000, the Applicant will reimburse the city 20% of the grant amount for each year less than five before the property is sold. **Initial:** _____
7. Prior to completion of the eligible improvements, the Applicant will maintain the portion of the site undergoing construction in a neat and orderly condition in the areas of signage, façade and landscaping. **Initial:** _____
8. Upon completion of the work, the property owner understands and agrees that the city shall record a Commercial Façade Easement Agreement on the property at no expense to applicant or property owner for awards over \$10,000. The maintenance easement shall remain in effect for five (5) years from the date of recording. A sample of the easement is provided with the Program Guidelines in EXHIBIT C. The form of the Commercial Façade Easement is attached hereto as Exhibit A and incorporated herein by reference. **Initial:** _____
9. During the construction period and for sixty (60) days after the work has been completed, the City may display a sign (provided by the City) indicating participation in the Commercial Façade Improvement Program. The sign shall be displayed either on the exterior or in the front window of the building for a period of not more than ninety (90) days. **Initial:** _____
10. Applicant agrees to allow the City of Rancho Cordova or its agents access to buildings and improvements, when convenient for all parties, for inspection of the Commercial Façade Improvement Program work. **Initial:** _____
11. In accordance with the terms of this Agreement, the Applicant shall hire all personnel and pay for all labor, materials, tools, transportation, services, city business license, licenses and permits necessary to perform or cause to have performed, all work as specified in the Application. Applicant is aware of Labor Code Section 3700, which requires workers compensation insurance or self-insurance for employees. **Initial:** _____
12. In accordance with the terms of this Agreement, the Applicant shall hire all personnel and pay for all labor at "prevailing wage" rates in accordance with the requirements associated with the use of public funds from this grant. The Applicant is solely responsible for ensuring that all labor necessary to perform

1.01.2020 10.16.2025

ITEM 12.2.

ATTACHMENT 3



or cause to have performed, all work as specified in the Application is paid at "prevailing wage" rates.

Initial: ____

13. Upon the signing of this Agreement, the Applicant shall have a period of one-hundred and twenty (120) days in which to complete the approved improvements after the City issues a Notice to Proceed. Extensions, if warranted, may be granted at the discretion of the City. No change to work without the written consent of both the City and Applicant will be permitted. **Initial:** ____

14. The Applicant shall give all required notices and comply with all applicable laws, ordinances, and codes and shall, at their expense, secure and pay all said fees and charges for the performance of the work. **Initial:** ____

15. Applicant understands and agrees that the City of Rancho Cordova, its officers, agents, and employees shall have no responsibility or liability of any failure or inadequacy of performance or defective workmanship or materials in regard to the agreed-upon improvements. Applicant shall indemnify, release, defend and hold City, City, their officers, employees and agents harmless from all claims, losses, liabilities, damages, suits, actions or proceedings by any person including Applicant, its employees and agency from personal injury, death or property damage from any cause whatsoever in whole or in part arising out of this Agreement or the activities completed hereunder by this indemnification shall not include the sole negligence or willful misconduct of City, its officers, employees or agents.

16. This Agreement incorporates the following documents as fully a part of this Agreement as if herein repeated: a) Commercial Façade Improvement Program Application; and b) Commercial Façade Improvements Program Guidelines.

Executed this ____ day of _____, 20__

City of Rancho Cordova

Applicant (If Lessee)

Property Owner(s)

1.01.2020 10.16.2025

ITEM 12.2.

ATTACHMENT 3



1.01.202010.16.2025

**ATTACHMENT B****City of Rancho Cordova****Commercial Sign & Façade Improvement Program****SAMPLE NOTICE TO PROCEED****DATE****Contact Name****Company Name****Address****Address**Dear **XXXX**,

Thank you for applying for the city's Commercial Façade Improvement Mini Grant Program to improve the property located at **[ADDRESS]**. After reviewing the information provided we are writing to inform you that your request for up to \$**510,000** in grant funds has been approved. The total grant amount will be based on the submission and proof of payment of invoices for the improvements outlined in the agreements. Any reimbursement by the City for costs incurred for the work associated with this grant will be contingent on the city's receipt of the following documents executed by an authorized representative from **[COMPANY NAME]** and the **[PROPERTY OWNER]** of **[ADDRESS]**, Rancho Cordova.

- Signed (as appropriate) and returned:
 - Commercial Façade Improvement Program Guidelines.
 - Commercial Façade Improvement Program Agreement.
 - Commercial Façade Easement Agreement [the Property Owner(s) signature on this document must be Notarized].
- Provide a Check, payable to the City of Rancho Cordova, for \$250 (application fee).

This letter will serve as a Notice to Proceed with reimbursement contingent upon receipt of the items outlined above.

Please contact us if you have any questions.

1.01.202010.16.2025

ITEM 12.2.

ATTACHMENT 3



ATTACHMENT C

City of Rancho Cordova
Commercial Sign & Façade Improvement Program
SAMPLE EASEMENT AGREEMENT

Recording Requested by:
City of Rancho Cordova

When recorded mail to:
City of Rancho Cordova

2729 Prospect Park Dr.

Rancho Cordova, CA 95670

Attn: Economic Development Manager

Space above this line for Recorder's use

COMMERCIAL SIGN & FAÇADE EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is entered into on this ____ day of _____ 20__ by and between [Name of Grant Recipient] ("Grantee") and the City of Rancho Cordova, a public body, corporate and politic ("Grantor").

RECITALS

A. Grantor has determined that establishing a Commercial Sign & Façade Improvement Grant Program (the "Program") will enhance the physical appearance and economic vitality of commercial businesses in the City of Rancho Cordova.

1.01.202010.16.2025

ITEM 12.2.

ATTACHMENT 3



B. Grantee is the owner/lessee of certain real property located at [Property Physical Address], APN: XXX-XXX-XXX (the "Property").

C. Grantor approved Grantee's application (the "Application") for participation in the Program on [Month, Day, Year]. Under terms of the Application, certain improvements have been made to the Property (the "Improvements") and Grantee now desires to sell to Grantor an easement in the Property (the "Easement") in consideration for the \$0,000 grant against the costs incurred by the Grantee in making the Improvements. The grant shall be the purchase price for the Easement.

D. Improvements have been constructed consistent with the terms of the Application.

E. Grantee desires to sell the Easement to Grantor and Grantor desires to purchase the easement in the Property subject to the conditions and terms as herein provided.

NOW, THEREFORE, the parties mutually agree to the following:

1. Grantee hereby grants and conveys to Grantor a non-exclusive easement in the Property for the purposes set forth in paragraph 2, subject to the conditions precedent herein provided.
2. The Easement shall be to maintain and repair the facade of the building and landscaping located on the Property (the "Façade") if and only if Grantee fails to maintain the Façade in good condition after being duly notified by Grantor as provided in Paragraph 6.
3. Grantor shall pay Grantee [dollar amount spelled out] dollars (\$ 0,000) as the purchase price for the Easement. The parties acknowledge that this purchase price equals [XX] percent (00%) of the total cost of the Improvements and are within program guidelines, and represents eligible facade improvement costs as approved by Grantor in the Application. Payment shall be made as follows:
 - a. \$0,000 upon receipt of verification that Grantee has made payment to vendors and execution of this agreement and other applicable forms associated with the Commercial Façade Improvement Program.
4. Grantee shall reimburse Grantor for any costs that the Grantor incurs if Grantor is required to maintain and repair the Façade.
5. If the Grantee fails to perform under paragraph 4 of this Agreement, the Grantor may place a lien on the Property for all costs incurred in maintaining or repairing the Façade.

1.01.202010.16.2025

ITEM 12.2.

ATTACHMENT 3



6. The condition precedents provided in Paragraph 2 shall be deemed satisfied after the Grantor has given the Grantee thirty (30) day notice of its intention to perform under the Agreement due to the Grantee's failure to maintain the Façade in good condition and the Grantee fails to undertake the work described in that notice during that thirty (30) day period.

7. This Agreement shall terminate [] (#) years from the date of this agreement.

8. The Grantee shall hold the Grantor and its officials, officers, employees, agents, and volunteers harmless against all injuries, damages, claims, costs, or liabilities arising from the gross negligence of the Grantor any work performed under this Agreement, including but not limited to the initial improvement of the Façade and any ongoing maintenance as required by this Agreement, and any violation of any federal, state, or municipal law or ordinance.

9. Formal notices, demands, and communications between the parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt requested or sent by express delivery service with a delivery receipt, to the principal office of Grantee and Grantor as follows:

Grantor: City of Rancho Cordova
2729 Prospect Park Dr.
Rancho Cordova, CA 95670
Attn: Economic Development Manager

Grantee: [Legal Name as Business or Individual]
[Mailing Address]
[Mailing City, State, Zip]
[Attn: Authorized Contact Name if Legal Name as Business]

Such written notices, demands and communications shall be effective on the date shown on the delivery receipt as the date delivered or the date on which delivery was refused.

10. In the event of litigation arising from this Agreement, the non-prevailing party promises to pay all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such litigation.

1.01.2020 10.16.2025

ITEM 12.2.

ATTACHMENT 3



11. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. The times for the performance of any obligation hereunder shall be strictly construed, time being of the essence.

14. By executing this agreement, the property owners agree to all the terms and conditions contained herein.

Executed on the date first written above.

1.01.2020 10.16.2025

ITEM 12.2.

ATTACHMENT 3



GRANTEE:
(OWNER/LESSEE)

GRANTOR:
CITY OF RANCHO CORDOVA
a public body, corporate and politic

By: _____

Its: _____

PROPERTY OWNERS:

6318194.1

1.01.202010.16.2025



City of Rancho Cordova Jobs And Talent Attraction Program Guidelines

PURPOSE

The City of Rancho Cordova Economic Development Jobs and Talent Attraction Program ("Program") is designed to result in the attraction of new business, headquarter operations, or business expansion with a focus on businesses in targeted industries that will locate in available or new commercial space, establish operations and/or grow their employee base within the city. The Program is designed to enhance the city's competitiveness in attracting businesses that will further boost the quality of life within the city by providing high quality services, products, and jobs to its residents while contributing to an innovative and collaborative business culture.

With costs and competition for talent on the rise, many companies seek to expand their operational footprint and increase staffing outside of big, high-cost tech hubs. These companies need a location that best fits their business strategy and criteria for talent, cost and place. Rancho Cordova is ideally suited to attract and retain these companies due to existing Class A and B office inventory and proximity to companies in similar industries.

INCENTIVE OVERVIEW

- The city has created a fund to compete for high-wage jobs in the eligible industries described below.
- For each net new job position at or above \$100,000 in W2 wages, \$10,000 in incentive funds will be awarded over a five (5) year period as per the terms outlined below:
 - \$2,000 upon initial hiring of eligible positions for year one, and an additional four annual installments of \$2,000 in years two (2) through five (5) on a post-performance basis.
- An applicant may submit a request that includes jobs that meet the above wage requirements and will be created for a period up to five (5) years. Any multi-year requests are contingent on the availability of program funds and will require, at a minimum, an annual review of the applicant's financials and previous job creation performance.

ELIGIBLE INDUSTRIES

Eligible companies must be classified as one of the following North America Industry Classification System (NAICS) codes:

- 333242 Semiconductor Machinery Manufacturing
- 3341 Computer and Peripheral Equipment Manufacturing
- 3342 Communications Equipment Manufacturing
- 3344 Semiconductor and Other Electronic Component Manufacturing
- 3345 Navigational, Measuring, Electromedical, and Control Instruments Manufacturing
- 3364 Aerospace Product and Parts Manufacturing
- 5132 Software Publishers
- 5182 Data Processing, Hosting, and Related Services
- 5191 Other Information Services



- 5413 Architectural, Engineering & Related Services
- 5415 Computer Systems Design and Related Services
- 541713 Research and Development in Nanotechnology
- 541715 Research and Development in the Physical, Engineering, and Life Sciences
- 541714 Research & Development in Biotechnology
- 541990 All Other Professional, Scientific, and Technical Services
- 551114 Corporate, Subsidiary, and Regional Managing Offices

Headquarters Consideration

Projects with corporate headquarters classified under a different NAICS code may still qualify if their proposed Rancho Cordova facility focuses on technology-related products, research and development, or services. Eligibility in these cases will be determined solely at the city's discretion.

Descriptions of the above 2022 NAICS are available on the official federal government NAICS page hosted by the Census Bureau at this link: <https://www.census.gov/naics/>

Key Requirements

- Applicants must create at least five (5) net new jobs. Jobs in the identified industries listed above and with annual W2 wages of \$100,000 or above may be eligible for the incentive. This can include base salary, commissions, bonuses, and overtime, but does not include employer taxes or employee benefits.
 - Applicants understand that the award is based on performance as more particularly described in the specific agreement applicable to the Applicant.
 - The position(s) created must be net new to the City of Rancho Cordova and the six-county Greater Sacramento Region (El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties). Jobs relocated or transferred from another jurisdiction within this region are not eligible.
- Applicants must lease or own commercial property in the city and the individuals that fill all incentivized jobs must meet the requirements outlined under Incentive Overview section above and invest in real and/or personal property.
- Applicants must require employees to operate out of the applicant's commercial space within the city at least three (3) days per week and for a minimum of four (4) hours each of the three (3) days and provide proof of a remote work policy.
- Applicants must operate the business within city limits for not less than five (5) years and remain in good standing with all city departments.
- Any application exceeding \$100,000 in awards shall be publicly noticed and will require approval by the City Council.



Application and Approval Process

Any business seeking Jobs and Talent Attraction Program assistance and meeting the above criteria will follow this process:

1. Present sites to the City of Rancho Cordova's Economic Development Department to ensure appropriate zoning for the proposed use.
2. The Greater Sacramento Economic Council will work with the applicant if necessary to develop the following assumptions, and fill out the application:
 - Investment in real property per job
 - **Real Property** refers to land and anything permanently attached to it, such as buildings and other structures. Estimating "investment in real property per job" means calculating the average amount of money a company will invest in real estate assets for each job it creates. This includes:
 - **Construction or purchase of buildings:** Costs associated with building new facilities or purchasing existing ones.
 - **Land acquisition:** Costs for buying the land where the business operations will take place.
 - **Infrastructure improvements:** Investments in utilities, roads, and other infrastructure needed to support the property
 - **Personal Property** refers to movable items that are not permanently attached to real estate. Estimating "investment in personal property per job" involves calculating the average amount of money a company will spend on movable assets for each job it creates. This includes:
 - **Equipment and machinery:** Costs for purchasing or leasing equipment and machinery necessary for business operations.
 - **Office furnishings:** Investments in desks, chairs, computers, and other office furniture and supplies.
 - **Technology:** Costs for software, hardware, and other technology resources required for employees to perform their duties.
 - Total jobs to be created (by job title and average wage) per year for up to five (5) years
 - Return on investment
3. Complete and sign a Jobs & Talent Application and provide additional information as required by the City (the Incentive Package). The level of additional information will be based on the amount of incentive funds being requested and any gaps in information not accounted for in the application based on unique circumstances of each applicant.
4. Submit the Incentive Package for review. The materials provided could be reviewed as needed by an independent consultant retained by the City to evaluate the soundness of the project, conduct due diligence, determine compliance with program criteria and make a funding recommendation.
5. City staff will make a final decision following the Incentive Package review.

For requests involving Incentive packages exceeding \$100,000, the city staff will prepare the required reports and present them with the Applicant to City Council for approval at a noticed public hearing.

**Reporting and Payment**

- Applicants will be asked to report on a schedule determined by the city (at a minimum annually) for five (5) years from award date on the following items:
 - a) Number of full-time equivalent (FTE) jobs created and/or relocated into the city with position titles and wage ranges. NOTE: The applicant will identify any jobs that are relocated or consolidated to the Rancho Cordova location from within the surrounding six county region (El Dorado, Placer, Sacramento, Sutter, Yuba, and Yolo Counties)
 - b) Capital investment
 - c) Total payroll
 - d) Sales tax generated, if any.
 - e) California Employment Development Department's [DE 9C Form](#) with newly created jobs highlighted and identified by job title.
- The initial incentive payment will be provided following the execution of the Economic Incentive Agreement.
- All future payments will be provided post-performance following the receipt, review and verification of jobs created (by title and wages) that meet the eligibility requirements outlined in the Key Requirements section above.

All applicants should also understand the following:

- All requests exceeding \$100,000 will require the city to review, hold hearings and report the incentive assistance. Information regarding the incentive recipients will include: name, address, purpose of incentive, projected tax revenue resulting from incentive assistance, and number of new jobs created. This information will be posted publicly on the city's website.
- Continuation of the Program is subject to sufficient funding as appropriated by the City Council of Rancho Cordova.
- Upon approval of any economic development incentive, the applicant will enter into an Economic Incentive Agreement and funds will be disbursed as determined by the city following the review of the application and additional information.
- Jobs that are relocated or consolidated from within the surrounding six (6) county region (El Dorado, Placer, Sacramento, Sutter, Yuba, and Yolo Counties) are **not** eligible for the Program.
- Government employed positions are not eligible for the Program, however, private entities that are deemed eligible as defined above and contract with the government are considered eligible.
- Companies need to be compatible with city values.

Signature on next page



I, _____, have read and received a copy of these guidelines.

Signature: _____

Business Name: _____

Date: _____



City of Rancho Cordova Jobs And Talent Attraction Program Guidelines

PURPOSE

The City of Rancho Cordova ("City") Economic Development Jobs and Talent Attraction Program ("Program") is designed to result in the attraction of new business, headquarter operations, or business expansion with a focus on businesses in targeted industries that will locate in available or new commercial space, establish operations and/or grow their employee base within the City. The Program is designed to enhance the City's competitiveness in attracting businesses that will further boost the quality of life within the City by providing high quality services, products, and jobs to its residents while contributing to an innovative and collaborative business culture.

With costs and competition for talent on the rise, many companies seek to expand their operational footprint and increase staffing outside of big, high-cost tech hubs. These companies need a location that best fits their business strategy and criteria for talent, cost and place. Rancho Cordova is ideally suited to attract and retain these companies due to existing Class A and B office inventory and proximity to companies in similar industries.

INCENTIVE OVERVIEW

- The City has created a fund to compete for high-wage jobs in the eligible industries described below.
- For each net new job position at or above \$100,000 in W2 wages, \$10,000 in incentive funds will be awarded over a five (5) year period as per the terms outlined below:
 - \$2,000 upon initial hiring of eligible positions for year one, and an additional four annual installments of \$2,000 in years two (2) through five (5) on a post-performance basis.
- An applicant may submit a request that includes jobs that meet the above wage requirements and will be created for a period up to five (5) years. Any multi-year requests are contingent on the availability of program funds and will require, at a minimum, an annual review of the applicant's financials and previous job creation performance.

ELIGIBLE INDUSTRIES

Eligible companies must be classified as one of the following North America Industry Classification System (NAICS) codes:

- 333242 Semiconductor Machinery Manufacturing
- 3341 Computer and Peripheral Equipment Manufacturing
- 3342 Communications Equipment Manufacturing
- 3344 Semiconductor and Other Electronic Component Manufacturing
- 3345 Navigational, Measuring, Electromedical, and Control Instruments Manufacturing
- 3364 Aerospace Product and Parts Manufacturing
- 5132 Software Publishers



- 5182 Data Processing, Hosting, and Related Services
- 5191 Other Information Services
- 5413 Architectural, Engineering & Related Services
- 5415 Computer Systems Design and Related Services
- 541713 Research and Development in Nanotechnology
- ~~541715 Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)~~
- 541714 Research & Development in Biotechnology (except nanotechnology)
- 541990 All Other Professional, Scientific, and Technical Services
- 551114 Corporate, Subsidiary, and Regional Managing Offices

Headquarters Consideration

~~Proposed projects whose corporate headquarters may be classified under another NAICS code not listed above, may be eligible when their specific proposed facility in the City of Rancho Cordova will be one whose manufactured product, Research & Development (R&D) work, or service, is focused on technology. In these circumstances, a final determination of eligibility will be made by, and in the sole discretion of, the City. Projects with corporate headquarters classified under a different NAICS code may still qualify if their proposed Rancho Cordova facility focuses on technology-related products, research and development, or services. Eligibility in these cases will be determined solely at the City's discretion.~~

Descriptions of the above 2022 NAICS are available on the official federal government NAICS page hosted by the Census Bureau at this link: <https://www.census.gov/naics/>

Key Requirements

- Applicants must create at least twentyfive (520) net new jobs. ~~J~~Jobs in the identified industries listed above and with annual W2 wages of \$100,000 or above may be eligible for the incentive. This can include base salary, commissions, bonuses, and overtime, but does not include employer taxes or employee benefits.
 - Applicants understand that the award is based on performance as more particularly described in the specific agreement applicable to the Applicant.
 - ~~The position(s) created must be net new to the City of Rancho Cordova and the six (6) county greater Sacramento Region defined as: El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties.~~The position(s) created must be net new to the City of Rancho Cordova and the six-county Greater Sacramento Region (El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties). Jobs relocated or transferred from another jurisdiction within this region are not eligible.
- Applicants must lease or own commercial property in the City and the individuals that fill all incentivized jobs must meet the requirements outlined under Incentive Overview section above and invest in real and/or personal property.



- Applicants must require employees to operate out of the applicant's commercial space within the City at least three (3) days per week and for a minimum of four (4) hours each of the three (3) days and provide proof of a remote work policy.
- Applicants must operate the business within City limits for not less than five (5) years and remain in good standing with all City departments.
- Any application exceeding \$100,000 in awards shall be publicly noticed and will require approval by the City Council.

Program Overview

- ~~Continuation of the Program beyond the 2024/25 Fiscal Year is subject to sufficient funding as appropriated by the City Council of Rancho Cordova.~~
- ~~Upon approval of any economic development incentive, the applicant will enter into an Economic Incentive Agreement and funds will be disbursed as determined by the City following the review of the application and additional information.~~
- ~~Jobs that are relocated or consolidated from within the surrounding six (6) county region (El Dorado, Placer, Sacramento, Sutter, Yuba, and Yolo Counties) are not eligible for the Program.~~
- ~~Government employed positions are not eligible for the Program, however, private entities that are deemed eligible as defined above and contract with the government are considered eligible.~~
- ~~Companies need to be compatible with City values.~~

Application and Approval Process

Any business seeking Jobs and Talent Attraction Program assistance and meeting the above criteria will follow this process:

1. Present sites to the City of Rancho Cordova's Economic Development Department to ensure appropriate zoning for the proposed use.
2. The Greater Sacramento Economic Council will work with the applicant if necessary to develop the following assumptions, and fill out the application:
 - Investment in real property per job
 - **Real Property** refers to land and anything permanently attached to it, such as buildings and other structures. Estimating "investment in real property per job" means calculating the average amount of money a company will invest in real estate assets for each job it creates. This includes:
 - **Construction or purchase of buildings:** Costs associated with building new facilities or purchasing existing ones.
 - **Land acquisition:** Costs for buying the land where the business operations will take place.
 - **Infrastructure improvements:** Investments in utilities, roads, and other infrastructure needed to support the property
 - Investment in personal property per job
 - **Personal Property** refers to movable items that are not permanently attached to real estate. Estimating "investment in personal property per job" involves calculating the average



amount of money a company will spend on movable assets for each job it creates. This includes:

- **Equipment and machinery:** Costs for purchasing or leasing equipment and machinery necessary for business operations.
- **Office furnishings:** Investments in desks, chairs, computers, and other office furniture and supplies.
- **Technology:** Costs for software, hardware, and other technology resources required for employees to perform their duties.
- Total jobs to be created (by job title and average wage) per year for up to five (5) years
- Return on investment
- 3. Complete and sign a Jobs & Talent Application and provide additional information as required by the City (the Incentive Package). The level of additional information will be based on the amount of incentive funds being requested and any gaps in information not accounted for in the application based on unique circumstances of each applicant.
- 4. Submit the Incentive Package for review. The materials provided could be reviewed as needed by an independent consultant retained by the City to evaluate the soundness of the project, determine compliance with program criteria and make a funding recommendation.
- 5. City staff will make a final decision following the Incentive Package review.

For requests involving Incentive packages exceeding \$100,000, the City Staff will prepare the required reports and present them with the Applicant to City Council for approval at a noticed public hearing.

Reporting and Payment

- Applicants will be asked to report on a schedule determined by the City (at a minimum annually) for five (5) years from award date on the following items:
 - a) Number of full-time equivalent (FTE) jobs created and/or relocated into the City with position titles and wage ranges. NOTE: The applicant will identify any jobs that are relocated or consolidated to the Rancho Cordova location from within the surrounding six county region (El Dorado, Placer, Sacramento, Sutter, Yuba, and Yolo Counties)
 - b) Capital investment
 - c) Total payroll
 - d) Sales tax generated, if any.
 - e) California Employment Development Department's [DE 9C Form](#) with newly created jobs highlighted and identified by job title.
- The initial incentive payment will be provided following the execution of the Economic Incentive Agreement.
- All future payments will be provided post-performance following the receipt, review and verification of jobs created (by title and wages) that meet the eligibility requirements outlined in the Key Requirements section above.

All applicants should also understand the following:



- All requests exceeding \$100,000 will require the city to review, hold hearings and report the incentive assistance. Information regarding the incentive recipients will include: name, address, purpose of incentive, projected tax revenue resulting from incentive assistance, and number of new jobs created. This information will be posted publicly on the City's website.
- Continuation of the Program is subject to sufficient funding as appropriated by the City Council of Rancho Cordova.
- Upon approval of any economic development incentive, the applicant will enter into an Economic Incentive Agreement and funds will be disbursed as determined by the City following the review of the application and additional information.
- Jobs that are relocated or consolidated from within the surrounding six (6) county region (El Dorado, Placer, Sacramento, Sutter, Yuba, and Yolo Counties) are **not** eligible for the Program.
- Government employed positions are not eligible for the Program, however, private entities that are deemed eligible as defined above and contract with the government are considered eligible.
- Companies need to be compatible with City values.

I, _____, have read and received a copy of these guidelines.

Signature: _____

Business Name: _____

Date: _____

Manufacturing	
3254	Pharmaceutical and Medicine Manufacturing
32541	Pharmaceutical and Medicine Manufacturing
325411	Medicinal and Botanical Manufacturing
325412	Pharmaceutical Preparation Manufacturing
325413	In-Vitro Diagnostic Substance Manufacturing
325414	Biological Product (except Diagnostic) Manufacturing
333	Machinery Manufacturing
3331	Agriculture, Construction, and Mining Machinery Manufacturing
33311	Agricultural Implement Manufacturing
333111	Farm Machinery and Equipment Manufacturing
333112	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing
33312	Construction Machinery Manufacturing
333120	Construction Machinery Manufacturing
33313	Mining and Oil and Gas Field Machinery Manufacturing
333131	Mining Machinery and Equipment Manufacturing
333132	Oil and Gas Field Machinery and Equipment Manufacturing
3332	Industrial Machinery Manufacturing
33324	Industrial Machinery Manufacturing
333241	Food Product Machinery Manufacturing
333242	Semiconductor Machinery Manufacturing
333243	Sawmill, Woodworking, and Paper Machinery Manufacturing
333244	Printing Machinery and Equipment Manufacturing
333249	Other Industrial Machinery Manufacturing
3333	Commercial and Service Industry Machinery Manufacturing
33331	Commercial and Service Industry Machinery Manufacturing
333314	Optical Instrument and Lens Manufacturing
333316	Photographic and Photocopying Equipment Manufacturing
333318	Other Commercial and Service Industry Machinery Manufacturing
3334	Ventilation, Heating, Air-Conditioning, and Commercial Refrigeration Equipment Manufacturing
33341	Ventilation, Heating, Air-Conditioning, and Commercial Refrigeration Equipment Manufacturing
333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing
333414	Heating Equipment (except Warm Air Furnaces) Manufacturing

333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
3335	Metalworking Machinery Manufacturing
33351	Metalworking Machinery Manufacturing
333511	Industrial Mold Manufacturing
333514	Special Die and Tool, Die Set, Jig, and Fixture Manufacturing
333515	Cutting Tool and Machine Tool Accessory Manufacturing
333517	Machine Tool Manufacturing
333519	Rolling Mill and Other Metalworking Machinery Manufacturing
3336	Engine, Turbine, and Power Transmission Equipment Manufacturing
33361	Engine, Turbine, and Power Transmission Equipment Manufacturing
333611	Turbine and Turbine Generator Set Units Manufacturing
333612	Speed Changer, Industrial High-Speed Drive, and Gear Manufacturing
333613	Mechanical Power Transmission Equipment Manufacturing
333618	Other Engine Equipment Manufacturing
3339	Other General Purpose Machinery Manufacturing
33391	Pump and Compressor Manufacturing
333912	Air and Gas Compressor Manufacturing
333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing
33392	Material Handling Equipment Manufacturing
333921	Elevator and Moving Stairway Manufacturing
333922	Conveyor and Conveying Equipment Manufacturing
333923	Overhead Traveling Crane, Hoist, and Monorail System Manufacturing
333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing
33399	All Other General Purpose Machinery Manufacturing
333991	Power-Driven Handtool Manufacturing
333992	Welding and Soldering Equipment Manufacturing
333993	Packaging Machinery Manufacturing
333994	Industrial Process Furnace and Oven Manufacturing
333995	Fluid Power Cylinder and Actuator Manufacturing
333996	Fluid Power Pump and Motor Manufacturing
333997	Scale and Balance Manufacturing
333999	All Other Miscellaneous General Purpose Machinery Manufacturing

334	Computer and Electronic Product Manufacturing
3341	Computer and Peripheral Equipment Manufacturing
33411	Computer and Peripheral Equipment Manufacturing
334111	Electronic Computer Manufacturing
334112	Computer Storage Device Manufacturing
334118	Computer Terminal and Other Computer Peripheral Equipment Manufacturing
3342	Communications Equipment Manufacturing
33421	Telephone Apparatus Manufacturing
334210	Telephone Apparatus Manufacturing
33422	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing
33429	Other Communications Equipment Manufacturing
334290	Other Communications Equipment Manufacturing
3343	Audio and Video Equipment Manufacturing
3344	Semiconductor and Other Electronic Component Manufacturing
33441	Semiconductor and Other Electronic Component Manufacturing
334412	Bare Printed Circuit Board Manufacturing
334413	Semiconductor and Related Device Manufacturing
334416	Capacitor, Resistor, Coil, Transformer, and Other Inductor Manufacturing
334417	Electronic Connector Manufacturing
334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing
334419	Other Electronic Component Manufacturing
3345	Navigational, Measuring, Electromedical, and Control Instruments Manufacturing
33451	Navigational, Measuring, Electromedical, and Control Instruments Manufacturing
334510	Electromedical and Electrotherapeutic Apparatus Manufacturing
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing
334512	Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use
334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables
334514	Totalizing Fluid Meter and Counting Device Manufacturing
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals
334516	Analytical Laboratory Instrument Manufacturing
334517	Irradiation Apparatus Manufacturing

334519	Other Measuring and Controlling Device Manufacturing
3346	Manufacturing and Reproducing Magnetic and Optical Media
33461	Manufacturing and Reproducing Magnetic and Optical Media
334613	Blank Magnetic and Optical Recording Media Manufacturing
334614	Software and Other Prerecorded Compact Disc, Tape, and Record Reproducing
3353	Electrical Equipment Manufacturing
33531	Electrical Equipment Manufacturing
335311	Power, Distribution, and Specialty Transformer Manufacturing
335312	Motor and Generator Manufacturing
335313	Switchgear and Switchboard Apparatus Manufacturing
335314	Relay and Industrial Control Manufacturing
3359	Other Electrical Equipment and Component Manufacturing
33591	Battery Manufacturing
335911	Storage Battery Manufacturing
335912	Primary Battery Manufacturing
33592	Communication and Energy Wire and Cable Manufacturing
335921	Fiber Optic Cable Manufacturing
335929	Other Communication and Energy Wire Manufacturing
33593	Wiring Device Manufacturing
335931	Current-Carrying Wiring Device Manufacturing
335932	Noncurrent-Carrying Wiring Device Manufacturing
33599	All Other Electrical Equipment and Component Manufacturing
335991	Carbon and Graphite Product Manufacturing
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing
3364	Aerospace Product and Parts Manufacturing
33641	Aerospace Product and Parts Manufacturing
336411	Aircraft Manufacturing
336412	Aircraft Engine and Engine Parts Manufacturing
336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing
336414	Guided Missile and Space Vehicle Manufacturing
336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing
336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing
3391	Medical Equipment and Supplies Manufacturing

33911	Medical Equipment and Supplies Manufacturing
339112	Surgical and Medical Instrument Manufacturing
339113	Surgical Appliance and Supplies Manufacturing
339114	Dental Equipment and Supplies Manufacturing
339115	Ophthalmic Goods Manufacturing
339116	Dental Laboratories
Technology	
2211	Power Generation
221111	Hydroelectric Power Generation
221112	Fossil Fuel Electric Power Generation
221113	Nuclear Electric Power Generation
221114	Solar Electric Power Generation
221115	Wind Electric Power Generation
221116	Geothermal Electric Power Generation
221117	Biomass Electric Power Generation
221118	Other Electric Power Generation
221121	Bulk Power Transmission and Control
221122	Electric Power Distribution
513210	Software Publishers
518	Data Processing, Hosting and Related Services
541330	Engineering Services
541380	Testing Labs
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541519	Other Computer Related Services
61142	Computer Training
R&D	
541713	Research and Development in Nanotechnology
541714	Research and Development in Biotechnology (except Nanobiotechnology)
541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)
541720	Research and Development in the Social Sciences and Humanities

927110	Space Research and Technology
Office	
541310	Architectural Services
541320	Landscape Architectural Services
541340	Drafting Services
541350	Building Inspection Services
541360	Geophysical and Mapping Services
541370	Surveying and Mapping Services
551114	Corporate, subsidiary, and regional managing offices
621491	HMO Medical centers
621493	Freestanding ambulatory surgical and emergency centers
6215	Medical laboratories and diagnostic imaging centers
622110	General Medical and Surgical hospitals
622310	Specialty (except Psychiatric and Substance Abuse) Hospitals
621511	Medical laboratories and diagnostic imaging centers
Creative Industries	
512110	Motion Picture and Video Production
5122	Music Publishers, Sound Recording Studios, Record Production and Distribution, Other Sound Recording Industries



City of Rancho Cordova

Economic Development Business Incentive Program Guidelines

I. PURPOSE

The Rancho Cordova Business Incentive Program is designed to promote development of new businesses, or the expansion of existing businesses that will fill vacant, existing commercial space and support enterprises that will hire or retain employees in the city, thereby contributing to local economic prosperity. The Program is also intended to enhance the city's competitiveness in attracting and expanding businesses that will further enhance the existing quality of life within the city by providing high quality jobs, services and products to its residents.

II. PROGRAM OVERVIEW

All assistance from the Business Incentive Program will be considered on a case-by-case basis. Each project must fall within **one or more of the city's Eligible Industry Sectors** listed below and clearly demonstrate its ability to **meet two or more of the General Qualifying Criteria**.

- A) ELIGIBLE INDUSTRY SECTORS** (Please visit <https://www.census.gov/naics> for more details and examples of businesses in these industries)

_____ (Select at least one and initial)

Category	NAICS Codes	Description
Manufacturing	3254, 333, , 334, 3353, 3359 3364, 3391	Pharmaceutical, Machinery, Power Transmission, Computer, Electronic, Semiconductor, Transportation, Aerospace, Medical Equipment
Technology	2211, 513210, 518, 541330, 541380, 5415, 61142	Power Generation, Software, Computing Infrastructure, Engineering Services, Testing Lab, Computer Programming, Computer Training
R&D	5417, 927110	Nanotechnology, Biotechnology, Physical, Engineering, Life Science, Space Research & Technology
Office/Medical	5413, 621491, 621493, 6215, 622110, 622310, 621511	Development Related Services, Medical Centers, ER, Hospitals
Creative Industries	512110, 5122	Motion Picture/Video Production, Music Publishing, Recording Studios
Other	Other businesses may qualify based on meeting program criteria and economic objectives	

B) GENERAL QUALIFYING CRITERIA



Assistance will only be considered for projects that support businesses in the city's Eligible Industry Sectors listed above, and must clearly demonstrate its ability to **meet two or more of the following**:

- Fill existing commercial space that has been vacant for 2 years and/or is located in the Folsom Boulevard Specific Plan.
- Create new or retain permanent jobs with preference given to positions with wages that are 30% or greater over current [CA minimum wage](#),
- Generate new revenue or increase revenue for the city.
- Provide unique or underrepresented services/goods to diversify the local economy.
- Provide other economic and community benefit.

_____ (Select at least two and initial)

ADDITIONAL CRITERIA

Applicants must plan to own and operate the business within the city limits for not less than five (5) years. If the business is not actually owned and operated by the applicant within the city limits for five years or longer from the date of the Incentive Agreement, incentives over \$5,000 will need to be repaid based on a prorated amount or paid in full per the terms defined in the agreement, regardless if the business continues under new ownership or ceases to operate.

The business must be compatible with city values.

_____ (Initial)

III. TYPES OF AWARDS

The city will consider, in its discretion, the following types of awards.

A) BUSINESS FEE ASSISTANCE

Business fee assistance awards will depend upon the benefits of each project as well as the availability of designated funds.

Business fee assistance requests shall not exceed 70% of total required fees and will be subject to applicable tax and legal requirements as applicable by type of assistance.

The city may annually designate funds available for the business fee incentive program from, but not limited to, the Community Enhancement and Investment Fund. Assistance through this program shall be available only to the extent that the city has allocated funding for the program. The City of Rancho Cordova reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Rancho Cordova City Council.

Upon the approval of any fee assistance, the applicant will enter into a Business Fee Assistance Agreement with the city which will provide that the funds designated for the business fee assistance



program for that project shall be transferred to the funds to which fees would have been paid without the granting of the business fee assistance at the time that such fees become due.

B) ECONOMIC DEVELOPMENT GRANTS

Economic development grant awards available up to \$100,000. Awards will depend upon the economic benefits of each project as well as the availability of designated funds. Each project will be reviewed on a case-by-case basis in accordance with the criteria outlined above. See criteria specific to startup businesses in the section below.

Economic development grants may be used for:

- Rental assistance,
- Equipment and furnishings,
- Health and life safety-related upgrades,
- Marketing,
- Promotion or grand opening activities, and
- Other items related to the opening, locating, or expanding a business in the City as may be approved by the City.

STARTUPS:

For Startup businesses, Economic Development Grant assistance requests shall not exceed ten percent (10%) of total costs directly related to the physical establishment of the business within the City of Rancho Cordova.

For the purposes of this Program, a Startup is defined as a business entity that has been in operation for less than three (3) years from the date of its initial business license, legal formation, or first commercial transaction, whichever occurs first.

Startups are considered early-stage enterprises that are actively developing or launching their products or services and may not yet have achieved sustained profitability. A startup must demonstrate that it either has sufficient funds on its balance sheet in the form of debt or equity commitments to reach sustainability within the term of the grant with the addition of the proposed incentive grant funds. Sustainability for this program is defined as positive Net Income that excludes expenses associated with Depreciation, Amortization and Taxes and conforms to any loan conditions associated with existing or proposed debt.

For purposes of this Program, “costs” are defined as *verifiable, one-time expenses directly incurred in physically establishing the business within the city*. Eligible costs which may be included in the calculation, but are not limited to:

- Tenant improvements, buildout, or remodeling of leased or owned space;
- Purchase and installation of equipment, fixtures, or furnishings;



- Signage, wayfinding, or exterior improvements necessary for business operation;
- Permitting, inspection, or utility connection fees directly associated with site establishment; and
- Other expenses, as approved by the city, that are demonstrably tied to the physical occupancy or operation of the business within the city.

The calculation of “costs” shall **not** include ongoing operating expenses, payroll, inventory purchases, or other non-capital expenditures. “Costs” shall also not include the amount of capital raised whether from the owner or outside parties.

_____ (Initial here if you qualify as a Startup)

NOT ELIGIBLE

The City will not consider the business fee assistance or economic development grants for:

- Businesses or developments that do not satisfy the intent of the program as defined in these guidelines and meet the criteria outlined below. Is inconsistent with the city’s General Plan, Zoning Code, or specific plan policies. _____ (Initial)
- Businesses or developments that are subject to active code violation enforcement unless the applicant did not cause or maintain the violation and the violation will be corrected as part of the project for which the assistance would be granted. _____ (Initial)
- Businesses or developments that are not compliant with all applicable zoning regulations, or health, life, and safety requirements. _____ (Initial)
- Businesses that currently have an active Economic Development Incentive Agreement, Grant Agreement, or Business Fee Assistance Agreement with the city for the same project, location, or business. Applicants may not reapply for the same incentive program or substantially similar project until the term of the existing agreement has expired or been formally closed out by the city. _____ (Initial)
- Businesses that have previously received assistance for the same physical location or business operation may only be considered for additional incentives if the proposed project is demonstrably distinct, offers new community or economic benefits, and is not duplicative of the original scope of work. _____ (Initial)
- Projects or expenses incurred prior to the execution of a grant agreement are not eligible for reimbursement or funding. Only costs incurred after the effective date of the executed agreement will be considered eligible under this program. _____ (Initial)

All applicants should also understand the following:

Accepting assistance from a local jurisdiction may trigger California prevailing wage requirements on any construction, capital improvements, or other applicable activities that involve significant expenses for labor. The application of prevailing wage requirements will be examined for each application. If prevailing wages are required, it shall be the program beneficiary’s (i.e., award recipient) responsibility to fully comply with all such



requirements. Beneficiaries shall also be responsible for compliance with all other laws that apply to the application of the funds or the project for which the funds are provided. _____(Initial)

NOTE: If a project involving construction, capital improvements, or other applicable activities involving significant expenses for labor exceeds \$25,000 the program beneficiary will be required to demonstrate their understanding of, and ability to comply with, CA Department of Industrial Relations prevailing wage requirements and procedures for an Awarding Body (www.dir.ca.gov/Public-Works/Awarding-Bodies.html). _____(Initial)

Accepting assistance from a local jurisdiction may trigger tax consequences, such as the issuances of an IRS 1099 Form. It is the applicant's responsibility to consult with its own legal counsel regarding such tax consequences. _____(Initial)

Accepting assistance for equipment purchases may require the city to file a UCC-1 Financing Statement with the California Secretary of State to record its security interest in the equipment or machinery funded through the program. This filing provides public notice of the city's right to recover or reclaim the equipment, or its value, if the business fails to meet program obligations. The filing will remain in effect until all agreement terms are fulfilled, after which the city will file a termination statement to release its interest. _____(Initial)

All special requests exceeding \$100,000 will require the City to publicly notice, hold public hearings and report the incentive assistance. Per California [Government Code 53083](#), information regarding the incentive recipients must be posted on the City's website and will include:

- The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.
- The start and end dates and schedule, if applicable, for the economic development subsidy.
- A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic subsidy.
- A statement of the public purposes for the economic development subsidy.
- Projected tax revenue to the local agency as a result of the economic development subsidy.
- Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions. _____(Initial)

IV. GENERAL APPLICATION AND APPROVAL PROCESS

Step 1: Application Submittal and Evaluation



1. The business contacts the city's Economic Development Department to express interest and request the Business Incentive Program Guidelines.
2. The business reviews, signs, and returns the Program Guidelines to confirm it meets the initial qualifying criteria.
3. If the business meets the initial criteria:
 - The city provides the Phase I Application and a Due Diligence Checklist and assigned a point of contact.
 - The city refers the business to an independent consultant.

Step 2: Phase I – Application Completion

1. The business works with the consultant to:
 - a. Define business needs.
 - b. Describe the intended use of funds.
 - c. Complete and submit the Phase I Application packet.
2. The city and consultant review the Phase I Application to confirm eligibility.
3. If eligible, the applicant receives the Phase II Application, Checklist, and Supporting Forms.

Step 3: Phase II – Financial Review and Funding Recommendation

1. The applicant submits all completed Phase II materials to the consultant to protect confidentiality of applicant's sensitive information. No confidential information should be sent to the city.
2. The consultant:
 - a. Conducts a financial and credit review.
 - b. Evaluates project soundness.
 - c. Confirms compliance with program criteria.
 - d. Verifies fund availability.
 - e. Makes a funding recommendation to the city.

Step 4: Final Approval

1. City staff will review consultant's findings to make a final decision and prepare a memo for the applicant regarding award and award amount.
2. Based on the review, funding availability, and recommendations, a final agreement is prepared and may include:
 - a. Prevailing wage requirements.
 - b. Post-award monitoring and reporting (e.g., sales tax data, employment records).
3. Approval authority:
 - a. Under \$100,000: Staff-level approval; contract reviewed by the City Manager and City Attorney.



b. \$100,000 or more: Contract would follow requirements of California

Government Code 53083



I, _____, have read and received a copy of these guidelines.

Signature: _____

Business Name: _____

Date: _____

6322266.1

ITEM 12.2.

ATTACHMENT 8



City of Rancho Cordova Economic Development Business Incentive Program Guidelines

I. PURPOSE

The Rancho Cordova Business Incentive Program is designed to promote development of new businesses, or the expansion of existing businesses that will fill vacant, existing commercial space and support enterprises that will hire or retain employees in the city, thereby contributing to local economic prosperity. The Program is also intended to enhance the city's competitiveness in attracting and expanding businesses that will further enhance the existing quality of life within the city by providing high quality jobs, services and products to its residents.

II. PROGRAM OVERVIEW

All assistance from the Business Incentive Program will be considered on a case-by-case basis. Each project must fall within **one or more of the city's Eligible Industry Sectors** listed below and clearly demonstrate its ability to **meet two or more of the General Qualifying Criteria**.

- A) **TARGETED-ELIGIBLE INDUSTRY SECTORS** (Please visit <https://www.census.gov/naics> for more details and examples of businesses in these industries)

_____ (Select at least one and initial)

Category	NAICS Codes	Description
Manufacturing	3254, 333, 3336 , 334, 3353, 3359 3364, 3391,	Pharmaceutical, Machinery, Power Transmis Computer, Electronic, Semiconductor, Transportation, Aerospace, Medical Equipm
Technology	2211, 513210, 517 , 518, 541330, 541380, 5415, 61142	Power Generation, Software, Computing Infrastructure, Engineering Services, Testing, Computer Programming, Computer Training
R&D	5417, 927110	Nanotechnology, Biotechnology, Physical, Engineering, Life Science, Space Research & Technology
Office/ Medical	55 413, 621491, 621493, 6215, 622110, 622310, 621511	Development Related Services, Corporate or Regional Managing Offices, Medical Centers, ER, Hospitals
Creative Industries	512110, 5122	Motion Picture/Video Production, Music Publishing, Recording Studios
<u>Other</u>	Other businesses may qualify based on meeting program criteria and economic objectives	

Commented [LF1]: I can take or leave this. I just thought it might be a nice touch to call out the strategic plan goals this effort is associated with. LMK your thoughts.

Commented [AK2R1]: I vote to remove

Commented [AN3R1]: Is the question to delete the purpose statement?

Commented [LF4R1]: No, it was the Strategic Plan goal listed at the top. I removed it already. If we did it for this one, then we would need to do it for all, so made a call.

Commented [CW5]: Given the advancements in AI, CGI, etc. and Moneta Ventures focus on SAAS investments it might be helpful to add 1) a Creative Industries Category and move the 511210-Software Publishers and add 512110-Motion Picture & Video Production, 5122-Sound Recording Industries to the category and 2) calling out a specific R&D Category 541715 which includes AI R&D laboratories or services along with other R&D labs/services. Moving the 5417 out of the Technology Category to highlight this specific area

ITEM 12.2.

ATTACHMENT 8



B) GENERAL QUALIFYING CRITERIA

~~All assistance from the Business Incentive Program will be considered on a case-by-case basis.~~ Assistance will only be considered for projects that support businesses in the City's Targeted-Eligible Industry Sectors listed above. ~~Each project and~~ must clearly demonstrate its ability to **meet two or more of the following**:

- Fill existing commercial space that has been vacant for 2 years and or is located in the Folsom Boulevard Specific Plan.
- ~~Create new~~ or retain permanent jobs with preference given to positions with wages that are 30% or greater over current CA minimum wage.
- ~~Retain and attract employment opportunities that provide training and advancement within the business.~~
- Generate new revenue or increase revenue for the city.
- Provide unique or underrepresented services/goods to diversify the local economy.
- Provide other economic and community benefit.

(Select at least two and initial)

ADDITIONAL CRITERIA

Applicants must plan to own and operate the business within the city limits for not less than five (5) years. If the business is not actually owned and operated by the applicant within the city limits for five years or longer from the date of the Incentive Agreement, incentives over \$5,000 will need to be repaid based on a prorated amount or paid in full per the terms defined in the agreement, regardless if the business continues under new ownership or ceases to operate.

The business must be compatible with city values.

(Initial)

III. TYPES OF AWARDS

The city will consider, in its discretion, the following types of awards.

A) BUSINESS FEE ASSISTANCE

Business fee assistance awards will depend upon the benefits of each project as well as the availability of designated funds.

Business fee assistance requests shall not exceed 70% of total required fees and will be subject to applicable tax and legal requirements as applicable by type of assistance.

The city may annually designate funds available for the business fee incentive program from, but not limited to, the Community Enhancement and Investment Fund. Assistance through this program shall be

ITEM 12.2.

ATTACHMENT 8



available only to the extent that the city has allocated funding for the program. The City of Rancho Cordova reserves the right to cancel or modify this Program at any time prior to grant approval, without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Rancho Cordova City Council.

Upon the approval of any fee assistance, the applicant will enter into a Business Fee Assistance Agreement with the city which will provide that the funds designated for the business fee assistance program for that project shall be transferred to the funds to which fees would have been paid without the granting of the business fee assistance at the time that such fees become due.

B) ECONOMIC DEVELOPMENT GRANTS

Economic development grant awards available up to \$100,000. Awards will depend upon the economic benefits of each project as well as the availability of designated funds. Each project will be reviewed on a case-by-case basis in accordance with the criteria outlined above. [See criteria specific to startup businesses in the section below.](#)

Economic development grants may be used for:

- Rental assistance,
- Equipment and furnishings,
- Health and life safety-related upgrades,
- Marketing,
- Promotion or grand opening activities, and
- Other items related to the opening, locating, or expanding a business in the City as may be approved by the City.

STARTUPS:

[For Startup businesses, Economic Development Grant assistance requests shall not exceed ten percent \(10%\) of total costs directly related to the physical establishment of the business within the City of Rancho Cordova.](#)

[For the purposes of this Program, a Startup is defined as a business entity that has been in operation for less than three \(3\) years from the date of its initial business license, legal formation, or first commercial transaction, whichever occurs first.](#)

[Startups are considered early-stage enterprises that are actively developing or launching their products or services and may not yet have achieved sustained profitability. A startup must demonstrate that it either has sufficient funds on its balance sheet in the form of debt or equity commitments to reach sustainability within the term of the grant with the addition of the proposed incentive grant funds. Sustainability for this](#)

ITEM 12.2.

ATTACHMENT 8



program is defined as positive Net Income that excludes expenses associated with Depreciation, Amortization and Taxes and conforms to any loan conditions associated with existing or proposed debt.

For purposes of this Program, "costs" are defined as verifiable, one-time expenses directly incurred in physically establishing the business within the city. Eligible costs which may be included in the calculation, but are not limited to:

- Tenant improvements, buildout, or remodeling of leased or owned space;
- Purchase and installation of equipment, fixtures, or furnishings;
- Signage, wayfinding, or exterior improvements necessary for business operation;
- Permitting, inspection, or utility connection fees directly associated with site establishment; and
- Other expenses, as approved by the city, that are demonstrably tied to the physical occupancy or operation of the business within the city.

The calculation of "costs" shall **not** include ongoing operating expenses, payroll, inventory purchases, or other non-capital expenditures. "Costs" shall also not include the amount of capital raised whether from the owner or outside parties.

(Initial here if you qualify as a Startup)

NOT ELIGIBLE

The City will not consider the business fee assistance or economic development grants for:

- Businesses or developments that do not satisfy the intent of the program as defined in these guidelines and meet the criteria outlined below. Is inconsistent with the city's General Plan, Zoning Code, or specific plan policies. (Initial)
- Businesses or developments that are subject to active code violation enforcement unless the applicant did not cause or maintain the violation and the violation will be corrected as part of the project for which the assistance would be granted. (Initial)
- Businesses or developments that are not compliant with all applicable zoning regulations, or health, life, and safety requirements. (Initial)
- Businesses that currently have an active Economic Development Incentive Agreement, Grant Agreement, or Business Fee Assistance Agreement with the city for the same project, location, or business. Applicants may not reapply for the same incentive program or substantially similar project until the term of the existing agreement has expired or been formally closed out by the city.
(Initial)
- Businesses that have previously received assistance for the same physical location or business operation may only be considered for additional incentives if the proposed project is demonstrably distinct, offers new community or economic benefits, and is not duplicative of the original scope of work.
(Initial)

ITEM 12.2.

ATTACHMENT 8



- Projects or expenses incurred prior to the execution of a grant agreement are not eligible for reimbursement or funding. Only costs incurred after the effective date of the executed agreement will be considered eligible under this program. _____ (Initial)

All applicants should also understand the following:

Accepting assistance from a local jurisdiction may trigger California prevailing wage requirements on any construction, capital improvements, or other applicable activities that involve significant expenses for labor. The application of prevailing wage requirements will be examined for each application. If prevailing wages are required, it shall be the program beneficiary's (i.e., award recipient) responsibility to fully comply with all such requirements. Beneficiaries shall also be responsible for compliance with all other laws that apply to the application of the funds or the project for which the funds are provided. _____ (Initial)

NOTE: If a project involving construction, capital improvements, or other applicable activities involving significant expenses for labor exceeds \$25,000 the program beneficiary will be required to demonstrate their understanding of, and ability to comply with, CA Department of Industrial Relations prevailing wage requirements and procedures for an Awarding Body (www.dir.ca.gov/Public-Works/Awarding-Bodies.html). _____ (Initial)

Accepting assistance from a local jurisdiction may trigger tax consequences, such as the issuances of an IRS 1099 Form. It is the applicant's responsibility to consult with its own legal counsel regarding such tax consequences. _____ (Initial)

Accepting assistance for equipment purchases may require the city to file a UCC-1 Financing Statement with the California Secretary of State to record its security interest in the equipment or machinery funded through the program. This filing provides public notice of the city's right to recover or reclaim the equipment, or its value, if the business fails to meet program obligations. The filing will remain in effect until all agreement terms are fulfilled, after which the city will file a termination statement to release its interest.
_____ (Initial)

All special requests exceeding \$100,000 will require the City to publicly notice, hold public hearings and report the incentive assistance. Per California [Government Code 53083](#), information regarding the incentive recipients must be posted on the City's website and will include:

- The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.
- The start and end dates and schedule, if applicable, for the economic development subsidy.

ITEM 12.2.

ATTACHMENT 8



- A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic subsidy.
- A statement of the public purposes for the economic development subsidy.
- Projected tax revenue to the local agency as a result of the economic development subsidy.
- Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions. _____ (Initial)

IV. GENERAL APPLICATION AND APPROVAL PROCESS

Step 1: Application Submittal and Evaluation

1. The business contacts the city's Economic Development Department to express interest and request the Business Incentive Program Guidelines.
2. The business reviews, signs, and returns the Program Guidelines to confirm it meets the initial qualifying criteria.
3. If the business meets the initial criteria:
 - The city provides the Phase I Application and a Due Diligence Checklist and assigned a point of contact.
 - The city refers the business to an independent consultant.

Step 2: Phase I – Application Completion

1. The business works with the consultant to:
 - a. Define business needs.
 - b. Describe the intended use of funds.
 - c. Complete and submit the Phase I Application packet.
2. The city and consultant review the Phase I Application to confirm eligibility.
3. If eligible, the applicant receives the Phase II Application, Checklist, and Supporting Forms.

Step 3: Phase II – Financial Review and Funding Recommendation

1. The applicant submits all completed Phase II materials to the consultant to protect confidentiality of applicant's sensitive information. No confidential information should be sent to the city.
2. The consultant:
 - a. Conducts a financial and credit review.
 - b. Evaluates project soundness.

ITEM 12.2.

ATTACHMENT 8



- c. Confirms compliance with program criteria.
- d. Verifies fund availability.
- e. Makes a funding recommendation to the city.

Step 4: Final Approval

1. City staff will review consultant's findings to make a final decision and prepare a memo for the applicant regarding award and award amount.
2. Based on the review, funding availability, and recommendations, a final agreement is prepared and may include:
 - a. Prevailing wage requirements.
 - b. Post-award monitoring and reporting (e.g., sales tax data, employment records).
3. Approval authority:
 - a. Under \$100,000: Staff-level approval; contract reviewed by the City Manager and City Attorney.
 - b. \$100,000 or more: Contract would follow requirements of California

Government Code 53083

ITEM 12.2.

ATTACHMENT 8



I, _____, have read and received a copy of these guidelines.

Signature: _____

Business Name: _____

Date: _____

6322266.1



City of Rancho Cordova

Economic Development Retail Incentive Program Guidelines

I. PURPOSE

The Retail Incentive Program is designed to support and attract a diverse range of entertainment venues, family-friendly attractions, dine-in restaurants, and other experiential retail uses to our city that help our local economy thrive and build a stronger, more vibrant community for everyone.

Economic Objectives

- Attract commercial retail businesses that offer shopping, full-service dining, entertainment, and/or recreational venues to Rancho Cordova.
- Enhance opportunities to bring tourism into the community.
- Provide residents with the opportunity to shop, dine, recreate, and be entertained closer to home; and
- Strengthen the commercial environment to allow economic vitality within the community, while complementing the region.

II. PROGRAM OVERVIEW

The Program's priority is to provide support to businesses that fall within **one or more of the city's eligible retail sectors** and **meet two or more of the General Qualifying Criteria**.

- A) ELIGIBLE RETAIL SECTORS** (Please visit <https://www.census.gov/naics> for more details and examples of businesses in these industries)

_____ (Select at least one and initial)

NAICS Code	Description
312120-40	Breweries, wineries, distilleries (production and tasting room operations only; standalone bars are excluded)
458110	Clothing and Clothing Accessories Retailers
512131	Motion picture theaters (except drive-ins)
624410	Commercial Child Care Services
713120	Amusement Arcades
713940	Fitness and recreational sports centers
713950	Bowling Centers
713990	All other amusement and recreation industries
722511	Full-Service Restaurants (establishments primarily engaged in providing food services to patrons who order and are served while seated (i.e., waiter/waitress service) and pay after eating)
	Other retail businesses that meet program criteria and economic objectives

**B) GENERAL QUALIFYING CRITERIA**

All assistance from the Retail Incentive Program will be considered on a case-by-case basis. Assistance will only be considered for projects that support businesses in the city's eligible retail sectors listed above and must clearly demonstrate its ability to meet two or more of the following:

- Appear on city reports indicating that the specific industry subsector is a major source of sales tax leakage from the city.
- Generate new revenue for the city.
- Provide unique or underrepresented services/goods to diversify the local economy.
- The project contributes to broader community or economic development goals, such as activating key commercial corridors, improving neighborhood vitality, or supporting local placemaking initiatives.

_____ (Select at least two and initial)

Additional Criteria:

Applicants must plan to own and operate the business within the city limits for not less than five (5) years. If the business is not actually owned and operated by the applicant within the city limits for five years or longer from the date of the Incentive Agreement, incentives over \$5,000 will need to be repaid based on a prorated amount or paid in full per the terms defined in the agreement, regardless if the business continues under new ownership or ceases to operate.

The business must be compatible with city values.

_____ (Initial)

C) INELIGIBLE

Including, but not inclusive of the following. Other uses not listed may also be ineligible...

- Businesses or developments that do not satisfy the intent of the program as defined in these guidelines and meet the criteria outlined above.
- Businesses or developments that are subject to active code violation enforcement unless the applicant did not cause or maintain the violation and the violation will be corrected as part of the project for which the assistance would be granted.
- Projects or expenses incurred prior to the execution of a grant agreement are not eligible for reimbursement or funding. Only costs incurred after the effective date of the executed agreement will be considered eligible under this program. _____ (Initial)
- The following business categories are excluded from this program:
 - Home occupational businesses
 - Nonprofit businesses
 - Businesses whose sales include fuel, tobacco, cannabis, and/or smoking devices
 - Massage parlors
 - Pyramid sale distribution plans and multi-level marketing businesses
 - Mobile, temporary, or pop-up vendors
 - Adult-oriented or sexually explicit businesses
 - Construction or tenant improvements on buildings used solely for office and/or storage
 - Pawn shops, payday lenders, or check-cashing establishments
 - Other uses determined by the city to be incompatible with the desired character, land use, or economic mix of the target area.

_____ (Initial)



III. FUNDING

The Retail Incentive Program provides funding up to \$25,000. Special requests over \$25,000 may be considered but must clearly demonstrate significant financial and economic benefits to the city and may be subject to City Council approval. The final grant amount awarded is at the sole discretion of the city and will be based upon the distinct contributions of each individual business to the community and availability of funding. Each project will be reviewed on a case-by-case basis in accordance with the criteria outlined below. The program funds may be used for:

- Rental Assistance
- Equipment And Furnishings
- Technology Upgrades
- Health & Life Safety Upgrades
- Marketing
- Promotion Or Grand Opening Activities

Other items related to the opening, or locating, or expansion of the business in the city as may be approved by the city.

Startups:

For the purposes of this Program, a Startup is defined as a business entity that has been in operation for less than three (3) years from the date of its initial business license, legal formation, or first commercial transaction, whichever occurs first.

Startups are considered early-stage enterprises that are actively developing or launching their products or services and may not yet have achieved sustained profitability. A startup must demonstrate that it either has sufficient funds on its balance sheet in the form of debt or equity commitments to reach sustainability within the term of the grant with the addition of the proposed incentive grant funds. Sustainability for this program is defined as positive Net Income that excludes expenses associated with Depreciation, Amortization and Taxes and conforms to any loan conditions associated with existing or proposed debt.

For startup businesses, requests shall not exceed ten percent (10%) of total startup costs or \$25,000, whichever is less, directly related to the physical establishment of the business within the City of Rancho Cordova.

For purposes of this Program, "costs" are defined as *verifiable, one-time expenses directly incurred in physically establishing the business within the city*. Eligible costs which may be included in the calculation, but are not limited to:

- Tenant improvements, buildout, or remodeling of leased or owned space;
- Purchase and installation of equipment, fixtures, or furnishings;
- Signage, wayfinding, or exterior improvements necessary for business operation;
- Permitting, inspection, or utility connection fees directly associated with site establishment; and
- Other expenses, as approved by the city, that are demonstrably tied to the physical occupancy or operation of the business within the city.



The calculation of “costs” shall **not** include ongoing operating expenses, payroll, inventory purchases, or other non-capital expenditures. “Costs” shall also not include the amount of capital raised whether from the owner or outside. _____(Initial here if you qualify as a Startup)

All applicants should also understand the following:

The city may annually designate funds available for the Retail Incentive Program from, but not limited to, the Community Enhancement and Investment Fund. Assistance through this program shall be available only to the extent that the city has allocated funding for the program. _____(Initial)

The City of Rancho Cordova reserves the right to cancel or modify the Retail Incentive Program at any time without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Rancho Cordova City Council. _____(Initial)

Upon the approval of any Retail Incentive Program, the applicant will enter into an economic development incentive agreement, and funds will be dispersed as provided in the agreement. _____(Initial)

Accepting assistance from a local jurisdiction may trigger California prevailing wage requirements on any construction, capital improvements, or other applicable activities that involve significant expenses for labor. The application of prevailing wage requirements will be examined for each application. If prevailing wages are required, it shall be the program beneficiary’s (i.e., award recipient) responsibility to fully comply with all such requirements. Beneficiaries shall also be responsible for compliance with all other laws that apply to the application of the funds or the project for which the funds are provided. _____(Initial)

NOTE: If a project involving construction, capital improvements, or other applicable activities involving significant expenses for labor exceeds \$25,000 the program beneficiary will be required to demonstrate their understanding of, and ability to comply with, CA Department of Industrial Relations prevailing wage requirements and procedures for an Awarding Body (www.dir.ca.gov/Public-Works/Awarding-Bodies.html). _____(Initial)

Accepting assistance from a local jurisdiction may trigger tax consequences, such as the issuance of an IRS 1099 Form. It is the applicant’s responsibility to consult with its own legal counsel regarding such tax consequences. _____(Initial)

Accepting assistance for equipment purchases may require the city to file a UCC-1 Financing Statement with the California Secretary of State to record its security interest in the equipment or machinery funded through the program. This filing provides public notice of the city’s right to recover or reclaim the equipment, or its value, if the business fails to meet program obligations. The filing will remain in effect until all agreement terms are fulfilled, after which the city will file a termination statement to release its interest. _____(Initial)

All requests exceeding \$100,000 combined will require the city to publicly notice, hold a public hearing and report the incentive assistance. Per California Government Code 53083, information regarding the incentive recipients must be posted on the city’s website and will include:

- The name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy, if applicable.
- The start and end dates and schedule, if applicable, for the economic development subsidy.



- A description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic subsidy.
- A statement of the public purposes for the economic development subsidy.
- Projected tax revenue to the local agency as a result of the economic development subsidy.
- Estimated number of jobs created by the economic development subsidy, broken down by full-time, part-time, and temporary positions. _____(Initial)

IV. GENERAL APPLICATION AND APPROVAL PROCESS

Step 1: Application Submittal and Evaluation

1. The business contacts the City's Economic Development Department to express interest and request the Retail Incentive Program Guidelines.
2. The business reviews, signs, and returns the Program Guidelines to confirm it meets the initial qualifying criteria.
3. If the business meets the initial criteria:
 - The City provides the Phase I Application and a Due Diligence Checklist and assigned a point of contact.
 - The City refers the business to an independent consultant to complete the application and conduct due diligence.

Step 2: Phase I – Application Completion

1. The business works with the consultant to:
 - a. Define business needs.
 - b. Describe the intended use of funds.
 - c. Complete and submit the Phase I Application packet.
2. The city and consultant review the Phase I Application to confirm eligibility.
3. If eligible, the applicant receives the Phase II Application, Checklist, and Supporting Forms.

Step 3: Phase II – Financial Review and Funding Recommendation

1. The applicant submits all completed Phase II materials to the consultant to protect confidentiality of applicant's sensitive information. No confidential information should be sent to the city.
2. The consultant:
 - a. Conducts a financial and credit review.
 - b. Evaluates project soundness.
 - c. Confirms compliance with program criteria.
 - d. Verifies fund availability.
 - e. Makes a funding recommendation to the city.

Step 4: Final Approval

1. City staff will review consultant's findings to make a final decision regarding award and award amount.
2. Based on the review, funding availability, and recommendations, a final agreement is prepared and may include:
 - a. Prevailing wage requirements.
 - b. Post-award monitoring and reporting (e.g., sales tax data, employment records).
3. Approval authority:
 - a. Staff-level approval; contract reviewed by the City Manager and City Attorney.

Signatures on next page.



I, _____, have read and received a copy of these guidelines.

Signature: _____

Business Name: _____

Date: _____

6322383.1

Economic Development Incentive Programs: Modifications & New Retail Incentive Program

November 17, 2025



Agenda

- Existing Incentive Program Changes
- New Retail Incentive Program
- Recommendation

Incentive Changes

- **Sign & Façade Improvement Program (est. 2017)**
 - Increase mini grant amount from \$5,000 to \$10,000
 - Increase maximum matching amount from \$16,500 to \$25,000
- **Jobs & Talent Attraction Program (est. 2019/updated 2024)**
 - Reduce minimum new jobs created from 20 to 5
- **Business Incentive Program (est. 2016)**
 - Update Target Industry Sectors (NAICS codes)
 - Include Health and Life Safety upgrades as eligible use of funds
 - Updating and defining Startups and what they qualify for
 - Remove retail industries and related language

Retail Incentive Program

Targeted Retail Sectors Include:

- Motion Picture Theaters
- Bowling Centers
- All Other Amusement & Recreation Industries
- Fitness & Recreational Sports Centers
- Commercial Child Care Services
- Full-Service Restaurants
- Breweries, Wineries, & Distilleries

Use of Funds:

- Rental Assistance
- Equipment & Furnishings
- Technology Upgrades
- Health & Life Safety Upgrades
- Marketing
- Promotion or Grand Opening Activities

Awards up to \$25,000

City Council Considerations

- Provide feedback on existing incentive program modifications and the new Retail Incentive Program
- Adopt a Resolution approving the presented Programs
- Return to City Council at another date with requested edits.

THANK YOU



MEMORANDUM



ITEM 12.3.

DATE: November 17, 2025
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **A RESOLUTION ADOPTING THE 2026 RANCHO CORDOVA CITY COUNCIL MEETING SCHEDULE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would confirm the 2025 Rancho Cordova City Council meeting schedule.

BACKGROUND

To ensure maximum attendance of Council Members and the community in our legislative process, we prepare an annual meeting schedule. We also monitor local, state, and national events, including events and conferences hosted by the League of California Cities, National League of Cities, Cordova Community Council, and Rancho Cordova Area Chamber of Commerce.

As part of its annual business planning for the upcoming year, the City Council reviews next year's calendar and determines its meeting schedule for the following year. Exhibit A to the attached Resolution ([Attachment 2](#)) is the proposed City Council Meeting dates for 2026.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - 2026 Proposed Rancho Cordova City Council Meeting Schedule

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, CONFIRMING THE 2026 CITY COUNCIL MEETING SCHEDULE

WHEREAS, Government Code Section 54954 provides that the legislative body of a local agency may establish the time and place for regular meetings by Resolution; and

WHEREAS, Resolution No. 18-2010 set the time and place for Regular meetings as 5:30 p.m. on the first and third Monday of the month, provided that if a Regular meeting date is an official holiday, the meeting will be held on the following day; and

WHEREAS, in order to ensure maximum attendance of Council Members and the community in our legislative process the City is setting its City Council meeting schedule for the calendar year 2026.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA sets its 2026 City Council meeting schedule as outlined in the attached Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 17th day of November 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Siri Pulipati, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Proposed 2026 Rancho Cordova City Council Meeting Schedule

JANUARY 2026	
Monday, January 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, January 20	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, January 27	5:30 PM Special Meeting/Work Session
FEBRUARY 2026	
Monday, February 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, February 10	9:00 AM – 5:00 PM Council Meeting/Work Session (Budget Visioning Session)
Tuesday, February 17	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, February 24	PROPOSE NO SPECIAL MEETING/WORK SESSION
MARCH 2026	
Monday, March 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, March 16	5:30 PM Regular Meeting
Tuesday, March 24	5:30 PM Special Meeting/Work Session
APRIL 2026	
Monday, April 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, April 20	PROPOSE TO CANCEL REGULAR MEETING DUE TO CAP-TO-CAP
Tuesday, April 28	5:30 PM Special Meeting/Work Session
MAY 2026	
Monday, May 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, May 18	5:30 PM Regular Meeting
Tuesday, May 26	5:30 PM Special Meeting/Work Session
JUNE 2026	
Monday, June 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 15	5:30 PM Regular Meeting
Tuesday, June 23	5:30 PM Special Meeting/Work Session
JULY 2026	
Monday, July 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, July 20	PROPOSE TO CANCEL REGULAR MEETING
Tuesday, July 28	5:30 PM Special Meeting/Work Session

ITEM 12.3.**ATTACHMENT 2
Exhibit A to the Resolution**

AUGUST 2026	
Monday, August 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, August 17	5:30 PM Regular Meeting
Tuesday, August 25	5:30 PM Special Meeting/Work Session
SEPTEMBER 2026	
Tuesday, September 8	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Holiday)
Monday, September 21	5:30 PM Regular Meeting
Monday, September 29	5:30 PM Special Meeting/Work Session
OCTOBER 2026	
Monday, October 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, October 19	5:30 PM Regular Meeting
Tuesday, October 27	5:30 PM Special Meeting/Work Session
NOVEMBER 2026	
Monday, November 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, November 10	5:30 PM Special Meeting/Work Session
Monday, November 16	5:30 PM Regular Meeting
DECEMBER 2026	
Monday, December 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 15	5:30 PM Special Meeting/Work Session
Monday, December 21	5:30 PM Regular Meeting