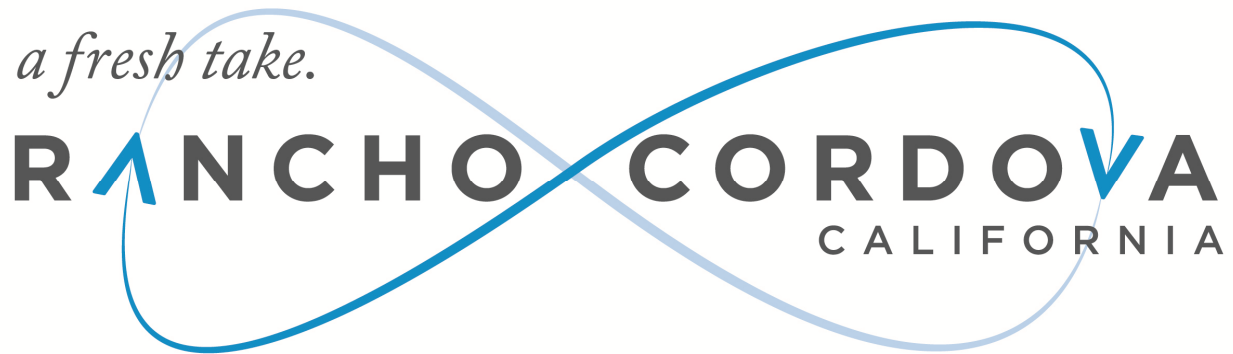


CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE CRA/RCFC

Monday, March 05, 2018

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

AGENDA

Linda Budge, Mayor

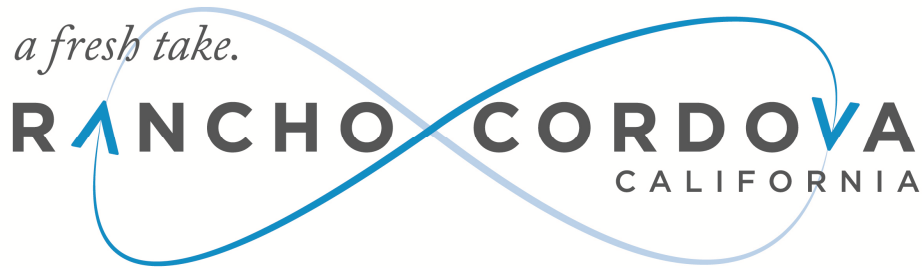
Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Garrett Gatewood, Council Member

Donald Terry, Council Member

CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, March 05, 2018

4:00 PM – Special Meeting
American River Community Room North

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

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Council Members Gatewood, McGarvey, Sander, Terry and Mayor Budge.

2. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. SPECIAL MEETING ITEM

3.1 **Subject:** Discussion of Rancho Cordova Arts and Culture Programs.

Recommendation: Provide comment and direction to staff.

Result of Recommended Action: City Council comment and direction will allow staff to evaluate current City of Rancho Cordova programs that support the arts within the community and develop options for new programs as directed by the City Council.

Staff Report: Megan Siren, Management Analyst and Paul Junker, Senior Project Manager.

Advances Goals: 1, 2, and 6.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor Budge will adjourn the special meeting to regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Council Members Gatewood, McGarvey, Sander, Terry and Mayor Budge.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

Jeff Koons from River City Christian Church will give the invocation.

9. PRESENTATIONS

- 9.1 Water Purveyor Presentation Provided by Paul T. Schubert, General Manager of Golden State Water Company and Evan Jacobs, Director of Regulatory Policy and Case Management with California American Water.
- 9.2 Presentation of Proclamation to members of the Sacramento Regional Builders Exchange and Women in Construction Committee recognizing March 4-10, 2018 as Women in Construction (WIC) week, which is an annual celebration highlighting women as a visible and critical component of the construction industry.

10. PUBLIC COMMENT

Citizens 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 up to the podium 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.

11. COUNCIL REPORTS

12. CITY MANAGER'S REPORT

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** Meeting Minutes from the February 20, 2018 and February 27, 2018 Regular and Special Meetings.
 Recommendation: Adopt Minutes.
- 13.2 **Subject:** Employee Home Loan/Down Payment Assistance Program.
 Recommendation: Adopt Resolution 35-2018 establishing an employee home loan program for the purchase of a primary residence in the City of Rancho Cordova.
 Result of Recommended Action: Adoption of Resolution 35-2018 will enable staff to roll out the employee home loan program as a benefit to full time City employees.
 Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.
 Advances Goals: 3 and 5.
- 13.3 **Subject:** Second Amendment to the Mather Veterans Village Phase 3 Disposition and Development Agreement.
 Recommendation: Adopt Resolution 34-2018.
 Result of Recommended Action: Adoption of Resolution 34-2018 will allow the City Manager to execute the Second Amendment to the Disposition and Development Agreement (“DDA”) with Mercy Housing California (“Developer”) for the Mather Veterans Village Phase 3 permanent supportive housing project (“Project”) revising the timing of the reimbursement of City costs and updating the Approved Design Review and Finance Plan exhibits.
 Staff Report: Stefan Heisler, Reinvestment Analyst.
 Advances Goals: 1, 2, 5, and 6.
- 13.4 **Subject:** Resolution Authorizing the City Manager to Execute a Contract with De Novo Planning Group in an Amount Not to Exceed \$170,954 for a Term of March 5, 2018 to June 30, 2019, for the Preparation of an Environmental Impact Report for the Ranch Development Project.
 Recommendation: Adopt Resolution 36-2018.
 Result of Recommended Action: Adoption of this Resolution will authorize the City manager to execute a contract with De Novo Planning Group in an amount not to exceed \$170,954 for a term of March 5, 2018 to June 30, 2019, for the preparation of an Environmental Impact Report for The Ranch development project.
 Staff Report: Darcy Goulart, Principal Planner.
 Advances Goal: 2.
- 13.5 **Subject:** Douglas Road 105, LLC Development Agreement Amendment.
 Recommendation: Waive the second reading and adopt Ordinance 2-2018.
 Result of Recommended Action: Adoption of Ordinance No. 2-2018 approves the Second Amendment to the Development Agreement for the Douglas 98 Project.
 Staff Report: Elizabeth Sparkman, Interim Community Development Director.
 Advances Goals: 1, 2, and 6.
- 13.6 **Subject:** Rancho Cordova Zoning Map Amendment.
 Recommendation: Waive the second reading and adopt Ordinance No. 3-2018.
 Result of Recommended Action: Approval of Ordinance 3-2018 would amend the Zoning Map to change the existing zoning of M-1 (Light Industrial/Manufacturing) to GC (General Commercial) for consistency with the General Plan land use designation of Commercial Mixed Use (CMU).
 Staff Report: Darcy Goulart, Principal Planner.
 Advances Goals: 1 and 6.

- 13.7 **Subject:** Ordinance 4-2018, an Ordinance Amending Title 23 (Zoning Code) of the Rancho Cordova Municipal Code Regarding Specific Allowed Uses, Select Site Planning and Development Standards, Specific Use Provisions, Parking, Signs and Updated Definitions.
Recommendation: Waive the second reading and adopt Ordinance 4-2018.
Result of Recommended Action: Approval of Ordinance 4-2018 would amend Rancho Cordova Municipal Code (RCMC) Title 23 Zoning Code, Articles 1 (Administration), 3 (Zoning Districts, Allowable Uses, and General Development Standards), 7 (Site Planning and Development Standards), 9 (Specific Use Provisions), and 11 (Definitions).
Staff Report: Darcy Goulart, Principal Planner.
Advances Goals: 1, 2, and 6.
- 13.8 **Subject:** Ordinance Amending Sections 10.50.010 and 10.50.020 of the Rancho Cordova Municipal Code to Establish Radar Enforceable Speed Limits on the Roads Listed in Ordinance 1-2018.
Recommendation: Waive the second reading and adopt Ordinance 1-2018.
Result of Recommended Action: Adoption of Ordinance No. 1-2018 will allow the City of Rancho Cordova to establish radar enforceable speed limits on the roads listed in the Ordinance.
Staff Report: Albert Stricker, Public Works Director and Zach Bosch, Associate Civil Engineer.
Advances Goals: 1, 2, and 5.
- 13.9 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Establishing a Depository Relationship with American River Bank.
Recommendation: Adopt Resolution 39-2018.
Result of Recommended Action: Adoption of Resolution 39-2018 authorizes the City Manager to execute the contract and any associated agreements between the City and American River Bank to provide banking services consistent with the local banking preference program.
Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.
Advances Goals: 5.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

15. PUBLIC HEARING ITEMS

NONE.

16. REGULAR CALENDAR ITEMS

- 16.1 **Subject:** Community Enhancement Fund Citizen Oversight Board Appointments.
Recommendation: The City Council interview, discuss, and select, by a majority vote of the full City Council, five two-year term Board members and two one-year term at-large student appointees to fill the new Community Enhancement Fund Citizen Oversight Board.
Result of Recommended Action: The five Oversight Board members and up to two at-large student appointees will be appointed to provide a review and audit of how tax

revenues from Measure H are spent by the City.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director and Stacy Delaney, Community Enhancement Analyst.

Advances Goals: 3 and 5.

- 16.2 **Subject:** Discussion and Direction on potential development projects in the Bradshaw Village Center and Villages of Zinfandel.

Recommendation: Receive report and direct staff on the proposed development projects in the Bradshaw Village Center and Villages of Zinfandel.

Result of Recommended Action: No formal action is requested of Council at this time. Council insight and/or direction to City staff on the proposed development projects will assist the perspective applicants with a future submittal.

Staff Report: Darcy Goulart, Principal Planner

Advances Goals: 2 and 5.

- 16.3 **Subject:** Receive Technology Update Presentation and Adopt Resolution Authorizing the City Manager to Execute a Contract with Tyler EnerGov Land Management and Permitting System in an Amount Not to Exceed \$1,555,435.

Recommendation: Receive Technology Update Presentation and Adopt Resolution 37-2018.

Result of Recommended Action: Adoption of Resolution 37-2018 will authorize the City Manager to execute a contract with Tyler Technologies EnerGov Land Management/Permitting System in an amount not to exceed \$1,555,435 through June 30, 2022.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director and Rod Van Buskirk, Business Systems Analyst.

Advances Goals: 1 and 5.

- 16.4 **Subject:** Fiscal Year 2017-18 Mid-Year Financial Report.

Recommendation: Receive the 2017-18 Mid-Year Financial Report.

Result of Recommended Action: The Fiscal Year 2017-18 Mid-Year Financial Report provides the City Council with the City's financial performance as of the mid-year point for the current fiscal year.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.

Advances Goal: 5.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. ADJOURNMENT

ADDITIONAL INFORMATION

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

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

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

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
Monday, March 19	5:30 PM Regular Meeting
Tuesday, March 27	5:30 PM Special Meeting/Work Session
Monday, April 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, April 16	CANCEL REGULAR MEETING
Tuesday, April 24	5:30 PM Special Meeting/Work Session
Monday, May 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, May 15	5:30 PM Special Meeting/Work Session
Monday, May 21	5:30 PM Regular Meeting
Tuesday, May 29	5:30 PM Special Meeting/Work Session - ONLY IF NEEDED
Monday, June 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 18	5:30 PM Regular Meeting
Tuesday, June 26	5:30 PM Special Meeting/Work Session
Monday, July 2	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, July 16	CANCEL REGULAR MEETING
Tuesday, July 31	CANCEL REGULAR MEETING
Monday, August 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, August 14	5:30 PM Special Meeting/Work Session
Tuesday, August 20	5:30 PM Regular Meeting

UPCOMING MEETINGS	
Tuesday, August 28	CANCEL WORK SESSION
Tuesday, September 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, September 11	5:30 PM Special Meeting/Work Session
Monday, September 17	5:30 PM Regular Meeting
Tuesday, September 25	CANCEL WORK SESSION
Monday, October 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, October 9	5:30 PM Special Meeting/Closed Session for City Manager Evaluation
Monday, October 15	5:30 PM Regular Meeting
Tuesday, October 23	5:30 PM Special Meeting/Closed Session for City Manager Evaluation – ONLY IF NEEDED
Tuesday, October 30	CANCEL WORK SESSION
Monday, November 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 19	5:30 PM Regular Meeting
Tuesday, November 27	5:30 PM Special Meeting/Work Session
Monday, December 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 11	5:30 PM Special Meeting/Work Session
Monday, December 17	5:30 PM Regular Meeting

If you have any technical questions related to the agenda items, please contact the appropriate department as follows:

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Division	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council/Successor Agency to the CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A VHS copy is available for check out from any library branch, 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 Monday, March 05, 2018 Special and Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on March 1, 2018 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 at Rancho Cordova, California.

Stacy Leitner, City Clerk

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Megan Siren, Senior Management Analyst, and Paul Junker, Senior Project Manager

SUBJECT: DISCUSSION OF RANCHO CORDOVA ARTS AND CULTURE PROGRAMS



RECOMMENDATION

Provide comment and direction to staff.

RESULT OF RECOMMENDED ACTION

City Council comment and direction will allow staff to evaluate current City of Rancho Cordova programs that support the arts and culture within the community and to develop options for new programs as directed by the Council.

BACKGROUND

The City of Rancho Cordova's commitment to the arts and culture within the community has been demonstrated through many actions. To date, the City's support has been significant and generous, but also somewhat informal. Consideration has been given to more formal programs and activities, such as creating a City Arts Committee or Arts Commission, or establishing a Public Art Ordinance.

In partnership with the Cordova Community Council and members of the Rancho Cordova arts community, the City has sponsored events, funded programs, purchased instruments, and most recently, helped to establish the Mills Station Arts and Culture Center (MACC). In 2015, the City supported efforts to consider how a Public Art Ordinance could further these efforts, generating significant interest and input on the subject.

The City Council has been a generous supporter of the arts and culture in Rancho Cordova through the award of Community Enhancement grants. In addition, the Cordova Community Council has been an active participant in producing events in the City and generally supporting the arts community. The Rancho Cordova Civic Light Orchestra and the Rancho Cordova River City Concert Band are now a formal nonprofit, and Rancho Cordova Arts (Visual Arts) is pursuing similar nonprofit status to promote its mission: "Advancing the arts through a culture of artistic expression, inspiring programs, events, and education."

The purpose of this study session is to reflect on the many arts-related programs that the City already supports within the community and to determine what additional or different roles the

City Council would like to consider. During this discussion, key questions that the City Council may wish to consider include:

- Is there a need for more specific Guiding Principles for the Arts and Culture in Rancho Cordova?
- Would the City Council like to explore an advisory body (Arts Committee or Commission) and assign duties and authority?
- Is there a need for additional funding commitments for the Arts and Culture (by City or private sector)?

Council input on these questions, as well as general direction from the City Council, will guide City efforts for supporting community arts and culture programs. If so directed, staff will develop proposals to modify arts and culture programs for City Council consideration.

FISCAL IMPACT

The item before the City Council is discussion only and will not have a direct fiscal impact on the City. Based on City Council direction, commitments of additional funding for arts and cultural programs or increases of staff levels to support such programs may be contemplated in the future. Should such programs be proposed in the future, the direct costs will be evaluated and documented.

ATTACHMENT

1. PowerPoint.

Art and Culture

Refining the Vision

What is the Council's Vision for Arts and Culture?

Tonight's discussion:

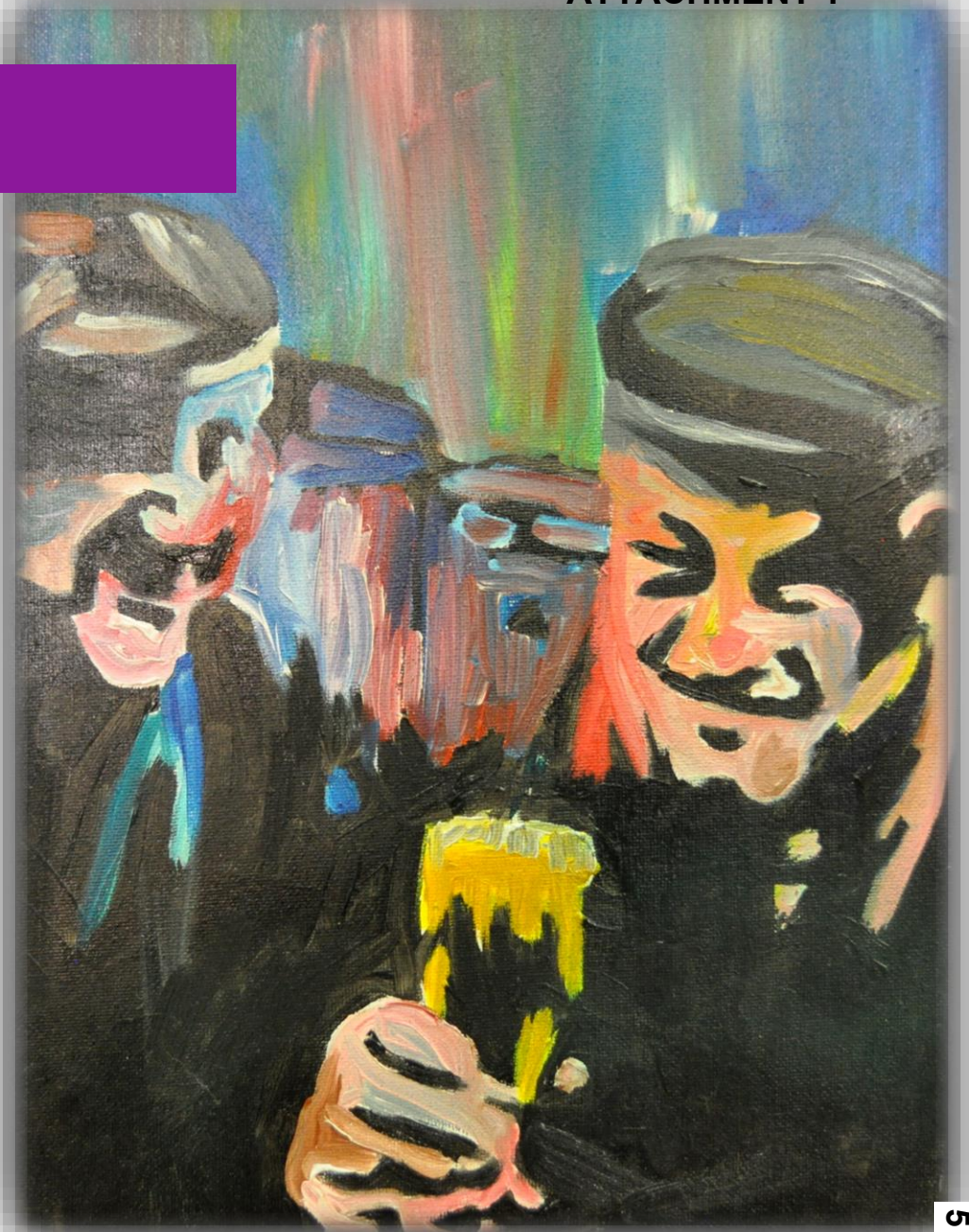
- ❖ Guiding Principles
 - Types of programs supported; Program guidelines; Defined expectations
- ❖ Organization and Structure
 - Commission or Committee?; Roles and duties; Staffing for program
- ❖ Funding for the Arts
 - City funding; Private sector obligation



Arts and Culture in Rancho Cordova

❖ The City Rancho of Cordova has a long history of supporting the Arts and Culture

- Partner with Organizations
- Sponsor Events
- Contribute to Local Programs
- Fund Art Projects
- Provide Facilities



How does the City support Arts and Culture?

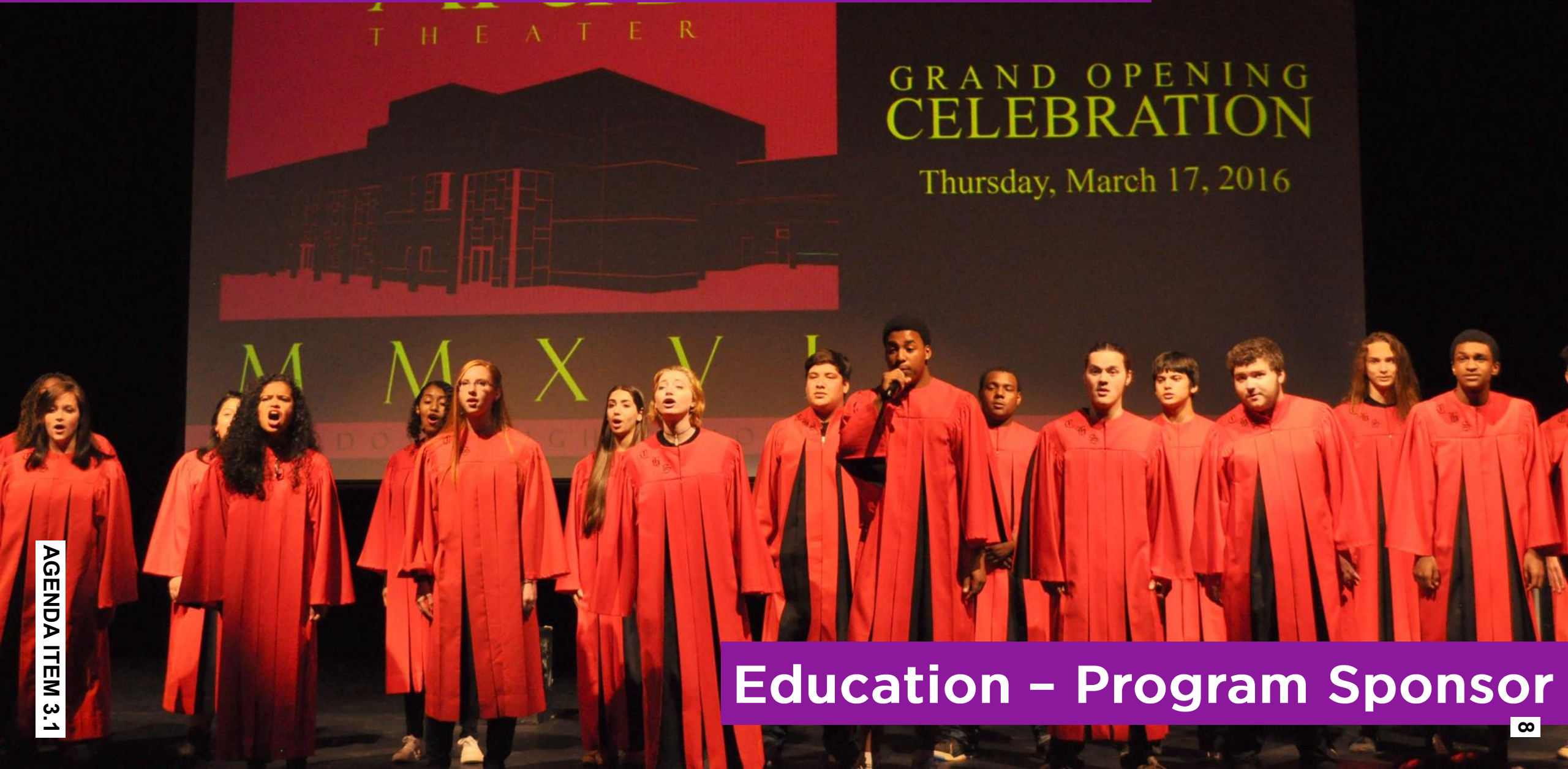
Community Events - iFest

How does the City support Arts and Culture?

ATTACHMENT 1



How does the City support Arts and Culture?



How does the City support Arts and Culture?

ATTACHMENT 1



AGENDA ITEM 3.1

Community Art – Tile Mosaic

How does the City support Arts and Culture?

ATTACHMENT 1



How does the City support Arts and Culture?

ATTACHMENT 1



How does the City support Arts and Culture?

ATTACHMENT 1



AGENDA ITEM 3.1

Gallery Facility - MACC

12

How has the City supported the Arts?

○ FY 2016/17

- Rancho Cordova Civic Light Orchestra Enhancements
- Crocker Art Museum's Artist-to-Go Program at SCUSD and EGUSD School sites
- Rancho Cordova River City Concert Band Music Enhancements
- Arts and Culture Project at Cordova High School
- Crocker Art Museum's Artist-to-Go Program at FCUSD School sites
- Meet the Masters Visual Arts Experience for FCUSD School sites
- Mosaic Mural for Meditation Garden at VA Northern California Health Care System
- Rehearsal Space for Rancho Cordova River City Concert Band and Rancho Cordova Civic Light Orchestra
- Art in Public Places (multiple projects)
- Sacramento Telangana's Festival of Flowers

○ FY 2017/18

- Crocker Art Museum's Artist-to-Go Program at FCUSD School sites
- Meet the Masters Visual Arts Experience for FCUSD School sites
- Public Mosaic Art Project at Mather Veterans Village
- Rancho Cordova Civic Light Orchestra Enhancements
- Rancho Cordova River City Concert Band Music Expansion
- Activation of the Mills Station Arts and Culture Center (MACC)
- Operation and Maintenance budget for the MACC
- Visual Arts and Skills Capacity Building for Rancho Cordova Arts
- Crocker Art Museum's Art Ark to public elementary schools
- Mural Project at Folsom Cordova Community Partnership
- A.M. Winn Music Grant
- Rehearsal Space for Rancho Cordova River City Concert Band and Rancho Cordova Civic Light Orchestra
- Ankur's Festival of Knowledge and Festival of Color
- Sacramento Telangana's Festival of Flowers
- Veterans Monument Studies

Input from the Arts Community

- ❖ Discussed Arts Ordinance, but considered many aspects of Art programs in Rancho Cordova
- ❖ Four Arts Committee Workshops
- ❖ Artist's Reception
- ❖ Community Council Review
- ❖ City Council Discussion
- ❖ Provides Basis for Next Steps



Input from the Arts Community

- ❖ What is Art? The Arts Committee of the Cordova Community Council defined Public Art as the following:
 - Visual Arts (paintings, photography, crafts, sculptures, mosaics)
 - Music (concerts, soundscapes)
 - Theatre (dance troupes, spoken word, other theatrical performances)
 - Applied Arts (urban/industrial designs)
 - Media (film, animation, podcasts)



Input from the Arts Community

❖ What do our artists need?

Primary Needs of Arts and Culture

	Studio Space	Performance Space	Rehearsal Space	Display Space	Production Facility	Retail Space	Classroom Space
Visual Arts							
Theater Arts							
Music Arts							
Culinary Arts							
Applied Arts							
Fashion Design							
Media Arts							

Discussion – Guiding Principles

- ❖ Currently, the City Council exercises broad oversight.
 - Direction is provided on a year-to-year basis.
 - System is flexible, not focused on specific outcomes.
 - Projects/Programs have been either needs based or reflect opportunities.
- ❖ Are more formal Guiding Principles appropriate?
 - Formal criteria for funding of art programs?
 - Criteria for the selection of art?
 - Defined specific desired outcomes?

Discussion – Organization and Structure

- ❖ Currently, the City Council, with support from staff, actively guides arts and culture programs within the community.
- ❖ Would the City Council like additional support in guiding and managing arts and culture programs?
 - Formalize an Arts Committee – advisors to the City Council?
 - Establish an Arts Commission – vest specific duties/authority?
 - Clarify the role of City Staff?
 - Clarify the role of the Community Council?
 - Clarify the role of the City Council?

Discussion – Funding Arts & Culture

- ❖ Currently, arts and culture programs are funded on an annual basis.
 - Funding primarily through the Community Enhancement Fund
 - Annual target for Arts, Culture, History, Sports & Entertainment Category
 - All arts and culture funding is led by the City
- ❖ Going forward, how should arts programs be funded?
 - Should additional funding commitments be considered?
 - Provide dedicated and predictable funding through the City Budget?
 - Provide funding within City projects (percent of total project budget where allowable)?
 - Require a private sector/developer obligation? Require installation of art or contribution to Arts Program?

Council Discussion

- ❖ Is there a need for more specific Guiding Principles for the Arts and Culture in Rancho Cordova?
- ❖ Would the City Council like to explore an advisory body (Arts Committee or Commission) and assign duties and authority?
- ❖ Is there a need for additional funding commitments for the Arts and Culture (by City or private sector)?

Golden State Water Company

City of Rancho Cordova

Paul Schubert
March 5, 2018

Agenda

- CPUC Process
- Current Rates
- General Rate Case (2019-21)



CPUC Process

- Every three years, Golden State Water is required to file a General Rate Case (GRC) proposal
- Water rates reflect the full cost of providing water service:
 - Financing capital improvements, operations, maintenance, depreciation and taxes
- Exhaustive review of rates and operations
- Public input opportunity

Current Rates

- GSWC's General Rate Case for 2016-18 approved by CPUC in March 2017
- 2018 Rates:
 - \$1.77 per Ccf (100 cubic feet or 748 gallons)
 - \$8.72 a month for a 5/8 x 3/4 meter
 - Average bill is \$29.26, based on 12 Ccf usage



General Rate Case (2019-21)

- 2019-21 GRC filed on July 19, 2017
- Proposes rates and infrastructure investments for 2019, 2020, 2021
- If approved on schedule, new rates will be implemented on Jan. 1, 2019

Proposed Rates

- 2019 Rates – 27% increase proposed:
 - \$2.242 per Ccf (100 cubic feet or 748 gallons)
 - \$10.26 a month for a 5/8 x 3/4 meter
 - Average bill would be \$37.16, based on 12 Ccf usage
- 2020 Rates – 4.96% increase proposed
- 2021 Rates – 5.82% increase proposed

Infrastructure Improvements (2019-21)

More than \$16.2 million proposed for infrastructure investments to address water supply, storage and distribution needs

Key Projects

Pipeline Replacement Program	\$4,964,000
Greenhills Plant Upgrades	\$120,000
Coloma Water Treatment Plant Enhancement	\$3,464,000
Folsom South Canal Plant Upgrades	\$182,000
South Bridge Plant Upgrade	\$426,000
Pyrites Water Treatment Plant Enhancement	\$130,000
Meters and Services Installation	\$5,562,000

THANK YOU

Gswater.com | 800.999.4033
@GoldenStateH2O on Twitter/Facebook

SACRAMENTO GRC

Water Rates from 2018-2020

GRC FILING

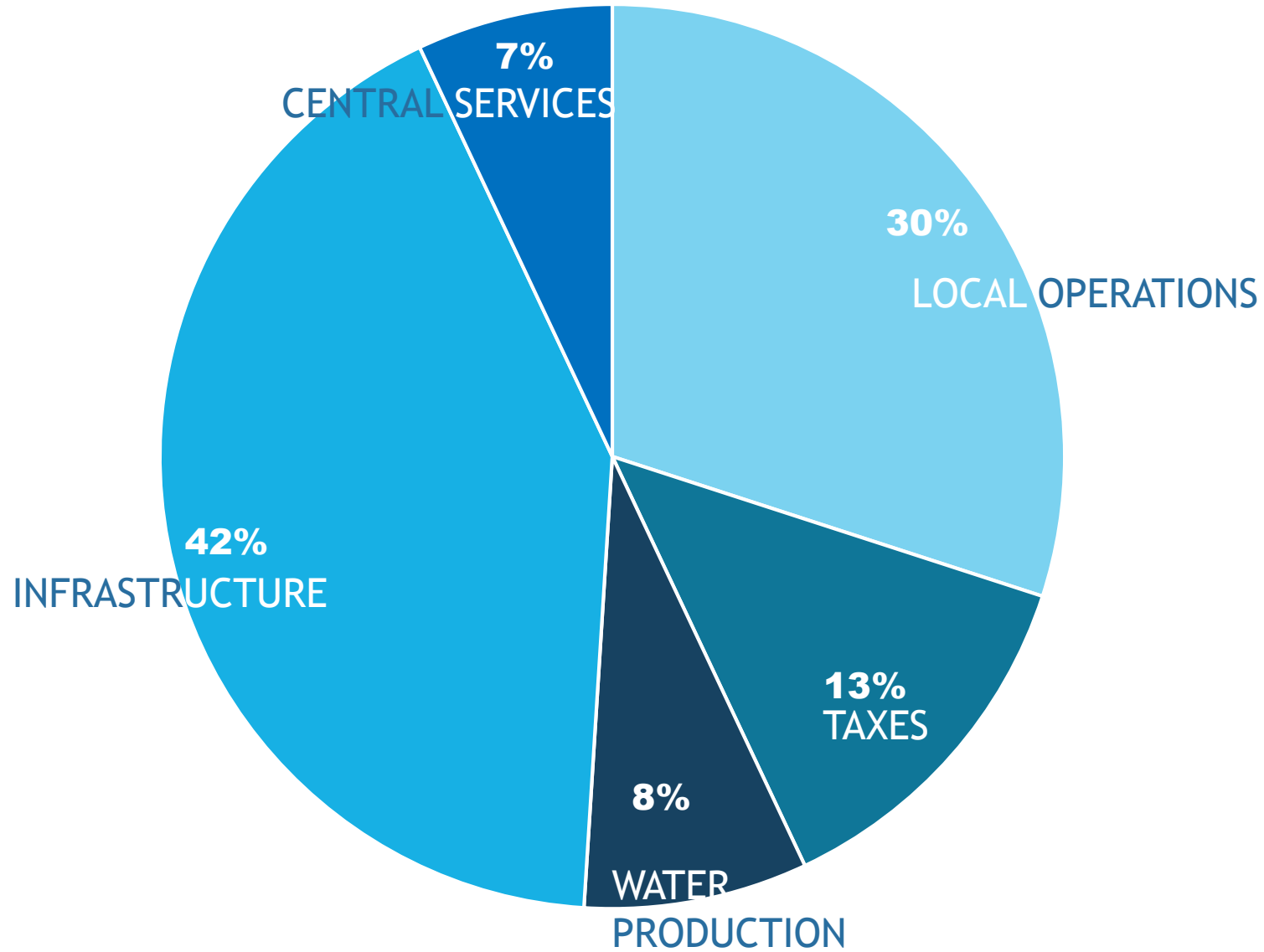
- Filed July 2016 for 2018-2020 rate cycle
- Decision expected Dec. 31, 2016
- Decision delayed due to new tax law
- Decision now expected July 2018

NUT PLAINS WELL TREATMENT

- ▶ INSTALLED TREATMENT FOR PFAAS
- ▶ \$1.3 MILLION PROJECT
- ▶ PROTECTS COMMUNITY

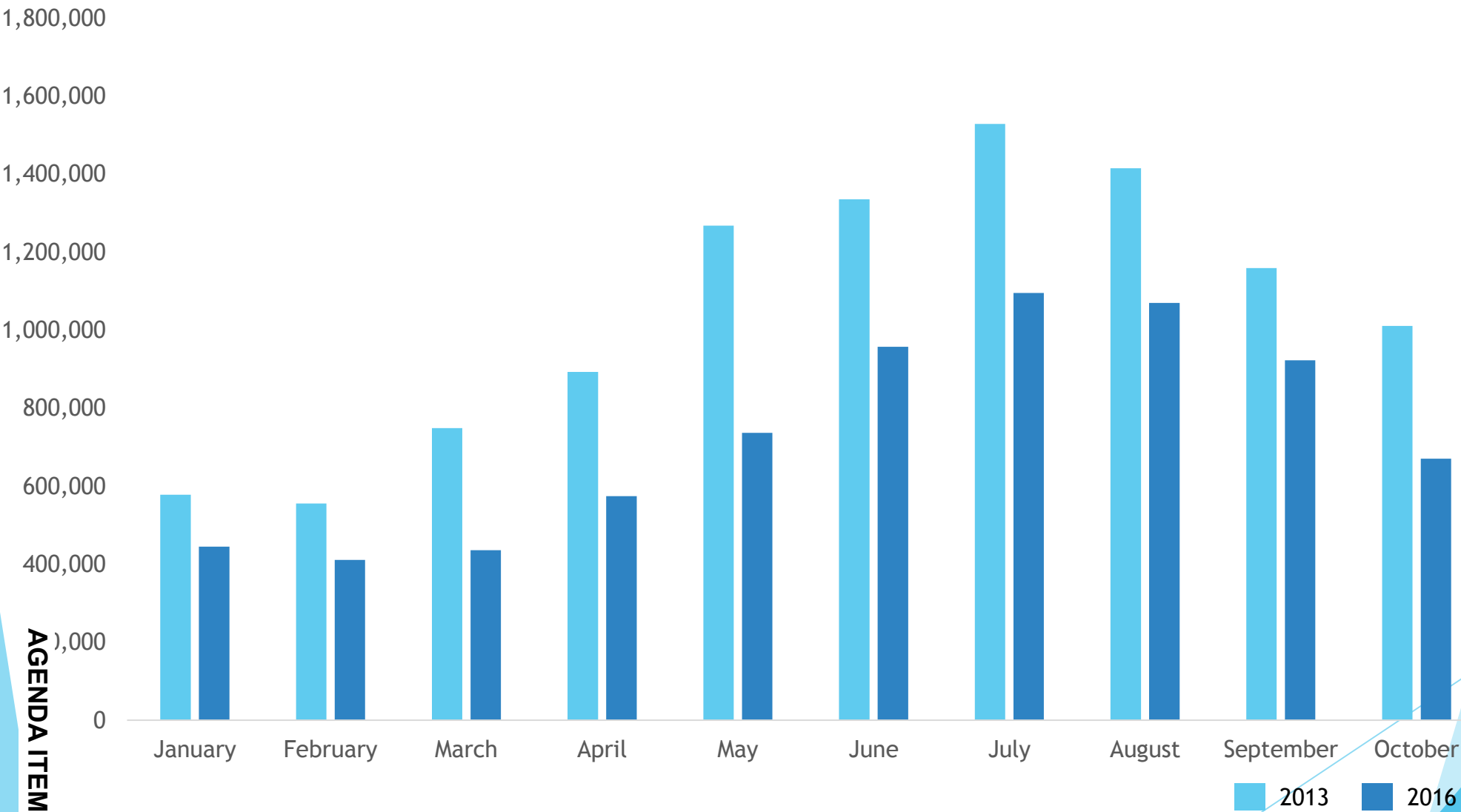


HOW EACH DOLLAR IS SPENT

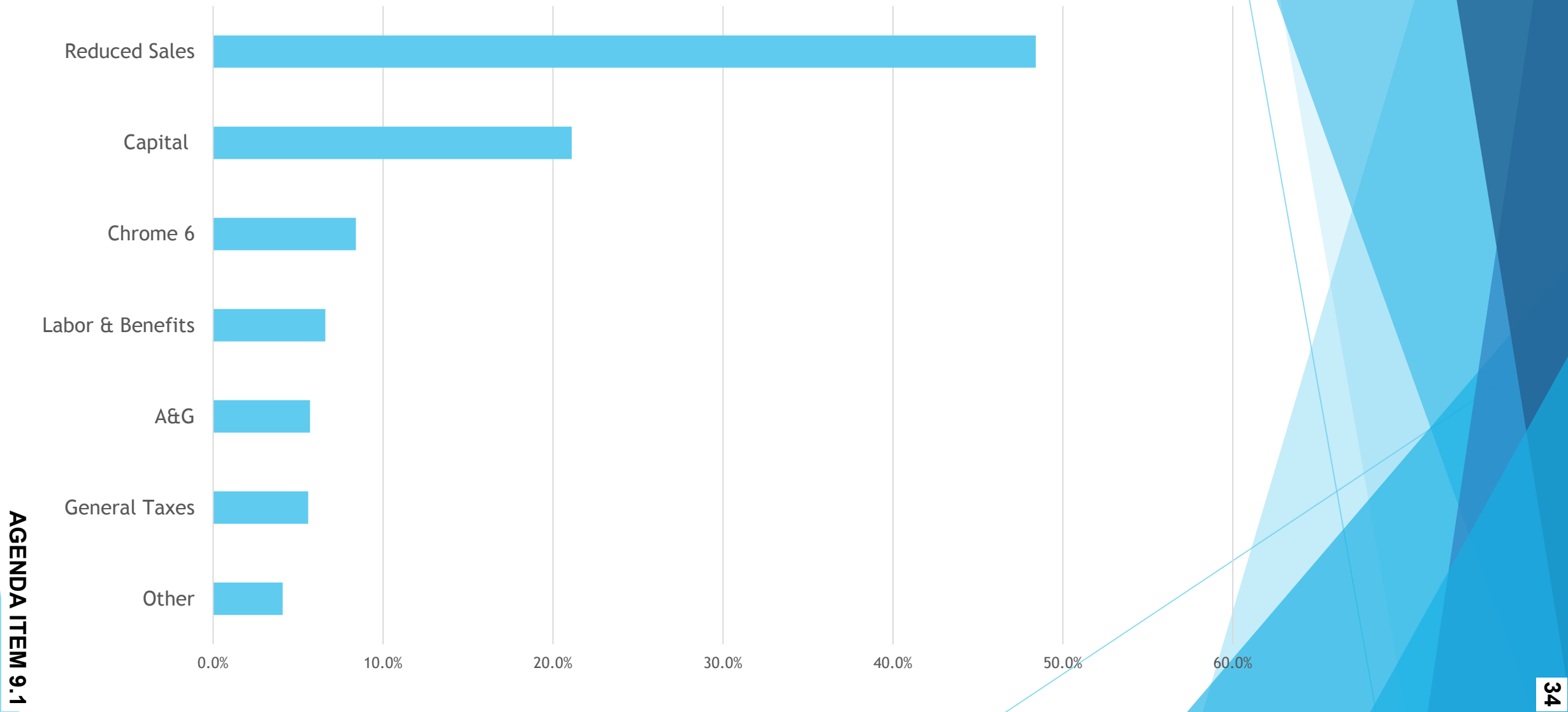


SYSTEM DELIVERY

(1,000 gallons)



KEY GRC DRIVERS

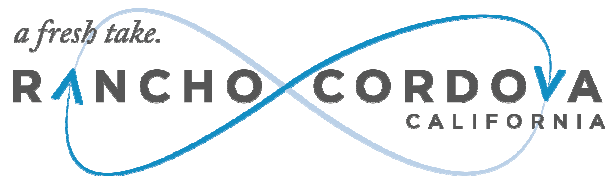


LOW-INCOME ASSISTANCE

- ❖ Payment assistance for customers on fixed incomes or facing financial difficulties - 20 Percent Discount
- ❖ Customers who are enrolled for SMUD or PG&E assistance programs automatically qualify

QUESTIONS?

- ▶ Evan Jacobs
Dir. Regulatory Policy
evan.Jacobs@amwater.com
916-568-4252
- ▶ Audie Foster
Dir. Operations
audie.foster@amwater.com
916-568-5249



**CONCURRENT MEETING
CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)**

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

Tuesday, February 20, 2018

**4:00 PM – Special Meeting
Community Board Room**

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

Special Meeting/Work Session to Follow the Regular Meeting

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called the Closed Session to order in the Community Board Room at 4:10 PM.

2. PUBLIC COMMENT

Mayor Budge opened the Public Comment period. There were no speakers. Mayor Budge closed the public comment period.

3. CLOSED SESSION

- 3.1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2). Potential number of cases: One (1).

4. ADJOURNMENT

Mayor Budge adjourned closed session at 5:17 PM.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the Regular Meeting to order in the David B. Roberts Council Chambers at 5:37 PM.

Council Members Present: Gatewood, McGarvey, Sander, Terry, and Budge.

Council Members Absent: None.

Staff Members Present: Abhar, Behrends, Bosch, Delaney, Downton, Goulart, Haven, Joyce, Kniestedt, Leitner, Leonardich, Lewis, Lindgren, Mingay, Somavarapu, Sparkman, Stricker, Weber.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

7. PLEDGE OF ALLEGIANCE

Girl Scout Troop 3109 led the pledge.

8. INVOCATION

Chuck Kelly from St, John Vianney Catholic Church gave the invocation.

9. OPEN SESSION - REPORT FROM CLOSED SESSION

City Attorney Adam Lindgren reported that there was no reportable action taken in closed session.

10. PRESENTATIONS

- 10.1 Girl Scouts of America Presentation by Troop 3109.
- 10.2 Folsom Lake College/Rancho Cordova Promise Program Presentation – A College Scholarship Program for Rancho Cordova Residents, Presented by Bernard Gibson, Dean of Student Services, from Folsom Lake College.
- 10.3 Community Enhancement Fund Grant Check Presentations to 1) Sacramento Area Bicycle Advocates: Promote Bicycling in Rancho Cordova and 2) Cordova Community Council Foundation: Improvements to Sports Fields and 3) Folsom Lake College: Folsom Lake College/Rancho Cordova Promise Program.
- 10.4 US 50 Integrated Corridor Management Presentation.
- 10.5 Introduction of New City Employee Daniel Leonardich, Community Enhancement Fund Management Technician, by Stacy Delaney, Community Enhancement Analyst II.

11. PUBLIC COMMENT

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

- Joy Moon
- Teera Kolvenbach
- Terry Gough

Mayor Budge closed the public comment period.

12. COUNCIL REPORTS

Council reported on events since the last meeting.

13. CITY MANAGER'S REPORT

No City Manager's report was provided.

14. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 14.1, 14.3, 14.4, and 14.5 by Terry second by Sander;
Carried by a 5:0 roll call vote.

14.1 **Subject:** Meeting Minutes of the February 5, 2018 Regular Meeting.

Recommendation: Adopt Minutes.

14.2 **Subject:** Treasurer's Report – December 31, 2017.

Recommendation: This report is informational only. It is recommended that the City Council receive and file the December 31, 2017 Treasurer's Report.

Result of Recommended Action: The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the treasurer's report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another. The scope of this report covers the fourth quarter of this calendar year, ending December 31, 2017, and is in compliance with the State's reporting requirements.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.

Advances Goals: 4.

ACTION: Motion to approve by Gatewood second by McGarvey;

14.3 **Subject:** Resolution Authorizing the City Manager to Execute an Agreement with Tyler Technologies BRAZOS to process electronic traffic citations.

Recommendation: Adopt Resolution 31-2018.

Result of Recommended Action: Adoption of Resolution 31-2018 will authorize the City Manager to execute an agreement with Tyler Technologies BRAZOS to process electronic traffic citations and interface with the Sacramento Superior Court Carol Miller Justice Center by the May 1, 2018 deadline.

Staff Report: Lieutenant Chad Lewis, Assistant Chief of Police.

Advances Goals: 2, 3, and 5.

14.4 **Subject:** LOCAL AGENCY INVESTMENT FUND (LAIF) INVESTMENT AUTHORIZATION – Resolution Authorizing City Staff to Deposit and Withdraw City Funds in the State's Local Agency Investment Fund (LAIF).

Recommendation: Adopt Resolution 11-2018, revising the authorization list on the City's LAIF accounts to reflect the current titles/staff positions in the City.

Result of Recommended Action: The City's authorizations with LAIF were last updated in August 2003, and there have been City position changes since that time. As a result, an updated resolution is required. The proposed resolution grants authority to the City Manager, Administrative Services Director/Finance Director and Senior Accountant, or their successors, to initiate investment-related transactions with LAIF.

Staff Report: Liisa Behrends, Sr. Accountant.

Advances Goals: 5.

- 14.5 **Subject:** Approve Parcel Map of Subdivision No. FM-2017-003-01, 3390 Sunrise Boulevard.

Recommendation: Approve Parcel Map of Subdivision No. FM-2017-003-01, 3390 Sunrise Boulevard; located on the west side of Sunrise Boulevard approximately 420 feet north of Recycle Road.

Result of Recommended Action: Approval of this recommendation will result in the recording of the parcel map creating two separate parcels.

Staff Report: Albert Stricker, Public Works Director.

Advances Goals: 1 and 2.

15. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Budge opened the public hearing. There were no speakers.
Mayor Budge closed the public hearing.

ACTION: Motion to approve by Terry second by McGarvey;

- 15.1 **Subject:** Ordinance Amending Sections 10.50.010 and 10.50.020 of the Rancho Cordova Municipal Code to Establish Radar Enforceable Speed Limits on the Roads Listed in Ordinance 1-2018.

Recommendation: Introduce and waive the first reading of Ordinance No. 1-2018.

Result of Recommended Action: Adoption of Ordinance No. 1-2018 will allow the City of Rancho Cordova to establish radar enforceable speed limits on the roads listed in the Ordinance.

Staff Report: Albert Stricker, Public Works Director and Zach Bosch, Associate Civil Engineer.

Advances Goals: 1, 2, and 5.

- 15.2 **Subject:** 3287 Monier Circle Parcel Split – Project No. DD9743 – Tentative Parcel Map.

Recommendation: Adopt Resolution 30-2018.

Result of Recommended Action: Adoption of Resolution 30-2018 would approve the applicant's request to subdivide an existing developed 1.986+/- acre parcel into two separate parcels; Lot A at 0.969 acres and Lot B at 1.017 acres. This lot split would allow for the sale, lease, or finance of individual parcels. No physical improvements are proposed with this request. No physical improvements or changes in use are proposed with this request.

Staff Report: Nicholas Sosa, Assistant Planner.

Advances Goals: 1, 4, and 6.

- 15.3 **Subject:** Rancho Cordova Zoning Map Amendment.

Recommendation: Introduce and waive first reading of Ordinance No. 3-2018 to rezone APN 067-0030-078-0000 to General Commercial (GC).

Result of Recommended Action: The proposed zoning map amendment would

change the existing zoning of M-1 (Light Industrial/Manufacturing) to GC (General Commercial) for consistency with the General Plan land use designation of Commercial Mixed Use (CMU).

Staff Report: Darcy Goulart, Principal Planner.

Advances Goals: 1 and 6.

16. PUBLIC HEARING ITEMS

- 16.1 **Subject:** Introduction and First Reading of Ordinance 4-2018, an Ordinance Amending Title 23 (Zoning Code) of the Rancho Cordova Municipal Code Regarding Specific Allowed Uses, Select Site Planning and Development Standards, Specific Use Provisions, Parking, Signs, and Updated Definitions.

Recommendation: Introduce and waive first reading of Ordinance 4-2018.

Result of Recommended Action: The Ordinance would come back for second reading and adoption at the next regular City Council meeting. Approval of Ordinance 4-2018 would amend Title 23 (Zoning Code) of the City of Rancho Cordova Municipal Code. Specifically, the proposed amendments will clarify approval authority, update permit requirements, clarify minimum setback standards, address outdoor storage, create new development standards to ensure neighborhood compatibility, and clarify signage provisions.

Staff Report: Darcy Goulart, Principal Planner.

Advances Goals: 1, 2, and 6.

Mayor Budge opened the public hearing. There were no speakers.

Mayor Budge closed the public hearing.

ACTION: Motion to approve by Terry second by Gatewood; with the added language that parking spaces can be shared by businesses that operate during opposite hours.

- 16.2 **Subject:** Cooperative Agreement with Douglas Road 105, LLC Related to Temporary Closure of Douglas Road, a Fee Credit Agreement, and Ordinance to Amend the Development Agreement.

Recommendation: 1) Adopt Resolution No. 26-2018; 2) Introduce and Waive the First Reading of Ordinance No. 2-2018.

Result of Recommended Action: Adoption of Resolution No. 26-2018 would authorize the City Manager to execute a Cooperative Agreement with Developers with stipulations that would allow the closure of Douglas Road between Americanos Boulevard and Grant Line Road for a period of up to six months during construction of utility and roadway infrastructure, and also authorize the City Manager to execute an impact fee credit agreement for the project. Adoption of Ordinance No. 2-2018 would approve amendments to the Development Agreement related to the fee credits and road improvements.

Staff Report: Elizabeth Sparkman, Interim Community Development Director and Albert Stricker, Public Works Director.

Advances Goals: 2, 5, and 6.

Mayor Budge opened the public hearing. The following individuals addressed the Council:

- Brian Cutting, Woodside Homes, spoke to the item.
- Mark Russo spoke to the item.

Mayor Budge closed the public hearing.

ACTION: Motion to approve by Sander second by Terry to:

Approve Resolution No. 26-1028 with the restatement of: Section 2.1.6 of the Cooperative Agreement for Temporary Closure of Douglas Road between the City of Rancho Cordova and Douglas Road 105, LLC in the form of Contract No. 14-2018; as follows:

“The developers shall record a Declaration of Covenants, Conditions, Restrictions, and Reservations that contain enforcement provisions if approved by and in a form approved by the City Attorney. The City shall be a third-party beneficiary to the duties and covenants imposed therein and shall be entitled to, without obligation, take appropriate legal action to enforce these duties and covenants. If an action is commenced, the City shall be entitled to recover costs including reasonable attorneys’ fees. The provisions of said paragraph may not be amended or rescinded without the prior written approval of the City.”

And

Approve Ordinance No. 2-2018 with a restatement of Section 4 of the Second Amendment to the Development Agreement Relative to Douglas 98 by and between the City of Rancho Cordova and Douglas Road 105, LLC amending Section 6.4.7 relative to a Homeowners Association; as follows:

“The developers shall record a Declaration of Covenants, Conditions, Restrictions, and Reservations that contain enforcement provisions if approved by and in a form approved by the City Attorney. The City shall be a third-party beneficiary to the duties and covenants imposed therein and shall be entitled to, without obligation, take appropriate legal action to enforce these duties and covenants. If an action is commenced, the City shall be entitled to recover costs including reasonable attorneys’ fees. The provisions of said paragraph may not be amended or rescinded without the prior written approval of the City.”

Mayor Budge announced a short recess at 8:15 PM.

Council Member Sander departed from the meeting at 8:15 PM.

Mayor Budge reconvened at 8:25 PM.

17. REGULAR CALENDAR ITEMS

17.1 **Subject:** Community Enhancement Fund Citizen Oversight Board Appointments.

Recommendation: The City Council interview, discuss, and select, by a majority vote of the full City council, five two-year term Board members and two one-year term at-large student appointees to fill the new Community Enhancement Fund Citizen Oversight Board.

Result of Recommended Action: The five Oversight Board members and two at-large appointees will be appointed to provide a review and audit of how tax revenues from Measure H are spent by the City.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director and Stacy Delaney, Community Enhancement Analyst.

Advances Goals: 3 and 5.

The first meeting in March this item will come back to Council to appoint David

Sander's selection for the Oversight Board.

Mayor Budge opened the public comment period. The following people spoke:

Eunie Linden spoke to the item.

Andrew Carhart spoke to the item.

Joseph Smith spoke to the item.

Nica Gauff spoke to the item.

Patricia Medina spoke to the item.

ACTION: Mayor Budge continued this item to the March 5, 2018 City Council Meeting.

17.2 **Subject:** Resolution No. 3-2018 Authorizing The City Manager To Execute Contract No. 11-2018 With Neutron Holdings, Inc. DBA Limebike For The Rancho Cordova Pilot Bicycle Sharing Program.

Recommendation: Staff recommends adoption of Resolution No. 3-2018 authorizing the City Manager to execute contract No. 11-2018 with Neutron Holdings, Inc. DBA "Limebike" for the Rancho Cordova Pilot Bicycle Sharing Program.

Result of Recommended Action: Adoption of Resolution No. 3-2018 would result in Limebike launching a pilot bicycle sharing program in Spring 2018 with approximately 200 bicycles.

Staff Report: Albert Stricker, Public Works Director and Zach Bosch, Associate Civil Engineer.

Advances Goals: 1, 2, and 5.

Mayor Budge opened the public comment period. The following people spoke:

- Steve Pas
- Darryl Langwell
- Marc Sapoznik

Mayor Budge closed the public comment period.

ACTION: Motion to approve by McGarvey second by Terry; with Mayor Budge appointing a subcommittee to meet with Limebike on a bi-monthly basis to ensure success.

17.3 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Rancho Cordova Sunridge North Douglas Community Facilities District No. 2005-1, Approving and Directing the Execution of a Supplemental Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds, and Approving Other Related Documents and Actions.

Recommendation: Adopt Resolution 29-2018.

Result of Recommended Action: Adoption of this Resolution will authorize the sale of the final series of Special Tax Bonds (the "Bonds") for and on behalf of Sunridge North Douglas Community Facilities District No. 2005-1 for the purpose of providing money for the construction and acquisition of improvements, and the payment of certain fees, within the Community Facilities District.

Staff Report: Michelle Mingay, Sr. Finance Analyst.

Advances Goal: 5.

ACTION: Motion to approve by Terry second by Gatewood;

18. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Gatewood:

1. Preferential treatment for contracts that come out of the City.
2. Home Owners Association (HOA) policy.

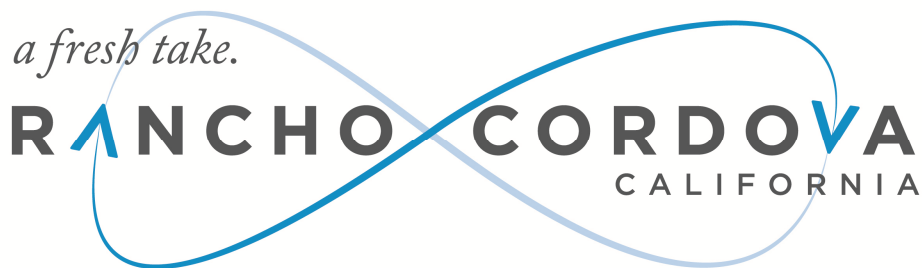
19. ADJOURNMENT

Mayor Budge adjourned the meeting at 9:37 PM.



Stacy Leitner, City Clerk
2933165.1

CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA)/RANCHO CORDOVA FINANCING CORPORATION (RCFC)

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, February 27, 2018

5:30 PM – Special Meeting
American River Community Room North

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Budge called the special meeting to order in the American River Community Room at 5:32 PM.

Council Members Present: Gatewood, McGarvey, Terry, Budge.

Council Members Absent: Sander.

Staff Members Present: Abhar, Behrends, Delaney, Downton, Dushkova, Goulart, Harriman, Haven, Leitner, Pittman, Simpson, Sparkman, Stricker, Ulm, Weber.

Mayor Budge adjourned the meeting to the David B. Roberts Council Chambers at 5:33 PM.

Council Member Sander arrived at 5:37 PM.

Mayor Budge reconvened the meeting at 5:40 PM.

2. PUBLIC COMMENT

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Discussion and Direction Regarding RV, Boat, and Trailer Parking.
Recommendation: Receive information from City staff related to existing regulations for RV, Boat and Trailer parking, challenges they present, and options for potential code amendments to address the challenges.
Result of Recommended Action: No action will be taken. If directed to do so, City staff will prepare amendments to Municipal Code Title 23, Chapter 23.719, "Parking and Loading," for a future public hearing and action.
Staff Report: Darcy Goulart, Principal Planner.
Advances Goals: 1 and 2.

Staff presented the item.

The following individuals addressed the Council:

- Linda Savely
- John Phillips
- Arthur Paletta
- Gary Griggs
- Judy Griggs
- Kirk Ehnisz
- Joanna Jensen
- Sharon Judy
- Gerry Marlatt
- Jeff Faulks
- Chuck Mayen
- John Schuff
- Kerry Vann
- TJ Milton
- Tom Bartell
- Dan Nelsen
- Ann Richardson
- Don Lumbert
- Mike Brady
- Andrew Cowell
- Daryle Longstreth
- Robert Balentine
- Brad Longstreth
- Karen Loser
- Raeh Wilson
- Rosalyn Linn
- John Linn
- Raymond Duyl
- Dustin Cudd
- Leon Richardson
- Chris Hanf
- Lisa Pappas
- Stan Jennings
- Helen Bashaw
- Dustin

- Meada Cashatt
- Mary Nesel
- Scott Norton
- Jean Yim
- Chuck Lynch
- Sandy Kirewack
- Robert Schwinqueeny
- Rose Richardson
- Mark White
- Christopher Longstreth
- Linda Singer
- Lynn Schuff

Mayor Budge closed the public comment period.

ACTION: Motion to establish a subcommittee of staff and residents to address issues related to the parking of recreational Vehicle (RV), boats, and trailers in residential areas and bring Council a repeal of the adopted Ordinance on March 19, 2018 by Terry second by McGarvey; Carried by a 5:0 roll call vote.

4. ADJOURNMENT

Mayor Budge adjourned the meeting at 8:44 PM.

Stacy Leitner, City Clerk

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director

SUBJECT: Employee Home Loan/Down Payment Assistance Program



RECOMMENDATION

Adopt Resolution 35-2018 establishing an employee home loan program for the purchase of a primary residence in the City of Rancho Cordova.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 35-2018 will enable staff to roll out the employee home loan program as a benefit to full time City employees.

BACKGROUND

In November 2017, the City Council directed staff to bring forward examples of an employee home loan/down payment assistance program. At the December 18, 2017 City Council meeting, Council gave staff the authorization to move forward in creating an employee home loan program that would be structured as follows:

- This program would be available to all permanent, full-time staff employed directly by the City of Rancho Cordova.
- The amount of the loan shall be capped at \$50,000, or 10% of the purchase price of the property, whichever is lower. Employees would be required to provide a 10% down payment.
- A Deed of Trust encumbering the real property, which must be the principal place of residence of the employee and shall be located within the city limits of Rancho Cordova, shall secure all loans. The Deed of Trust shall be title insured.
- The loan will be due upon the sale, transfer of any interest, ceasing to use the property as their primary residence, or failure to comply with the loan conditions.
- If the employee leaves the employment of the City, for any reason, the loan must be repaid within five years of the separation date.

- The initial rate of interest will be 3% annually.
- Payments of interest (and principle when due) shall be made biweekly through payroll deductions.
- No payment on the principal of the loan will be due until after the end of the 5th year of the loan.
- Commencing 5 years from the initial date of the note, payments of principal amortized on a 25-year schedule in addition to interest payments will be payable biweekly through payroll deductions.
- The City will file a second deed of trust on the property with a provision requiring a request for notice from the holder of the first deed of trust. The second deed of trust shall be title insured.
- The employee may pay off the loan at any time with no prepayment penalty.
- The total of Employee Home Loan Assistance Program loans shall not exceed \$2 million of the City's investment portfolio at the time of placement of any loan.
- An inspection of the property being purchased will be performed by the City Building Inspector (or designee) to determine if there are any City's code violations. Employee loans may be delayed for any properties that are found to be in violation of the City's code until the violation is corrected. The employee must correct any existing code violations within one year of purchasing the residence.

The City will partner with Vitek Mortgage Group in Rancho Cordova to help administer the program. Vitek will review employee home loan applications to ensure that all of the appropriate lending guidelines are adhered to and that all home loan decisions are made by a neutral, third party. In addition, Vitek will help with annual tax compliance/Form 1098 distribution.

FISCAL IMPACT

City home loans would be funded out of the General Fund and held as a receivable on the City's financials until full repayment is made. It is anticipated that the cost of the program will be less than \$10,000 annually in staff time.

ATTACHMENT

1. Resolution 35-2018.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 35-2018****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING AN EMPLOYEE HOME LOAN PROGRAM FOR THE PURCHASE OF A PRIMARY RESIDENCE IN THE CITY OF RANCHO CORDOVA**

WHEREAS, the City Council has determined that retaining and recruiting City employees is an integral part of helping Rancho Cordova provide the best possible public services; and

WHEREAS, in November 2017, the City Council directed staff to research and provide examples of employee home loan/down payment assistance programs used by other cities; and

WHEREAS, in December 2017, the City Council directed staff to move forward in creating an employee home loan program that would help retain and recruit employees for the public benefit; and

WHEREAS, staff has since developed a home loan program for all permanent, full-time employees of the City that will assist them in purchasing a primary residence within Rancho Cordova; and

WHEREAS, staff has created various lending guidelines, conditions, and qualifying standards for the home loan program; and

WHEREAS, the City intends to partner with a qualified business to help administer the home loan program according to those lending guidelines and standards, and ensure all applicable lending and tax-related disclosures are made.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does hereby authorize the establishment of an employee home loan program consistent with the guidelines, standards, and conditions set forth below, and does hereby authorize staff to further implement any policies or procedures consistent with these guidelines and to partner with a qualified business to help administer the program:

1. This program is available to all permanent, full-time staff employed directly by the City of Rancho Cordova; and
2. The amount of the loan is capped at \$50,000, or 10% of the purchase price of the property, whichever is lower. Employees are required to provide 10% down payment; and
3. A Deed of Trust encumbering the real property, which must be the principal place of residence of the employee and shall be located within the city limits of Rancho Cordova, shall secure all loans. The Deed of Trust shall be title insured; and

ATTACHMENT 1

4. The loan will be due upon employee's (i) sale of the property,, (ii) transfer of any ownership interest, (iii) ceasing to use the property as the primary residence, or (iv) failure to comply with the loan conditions; and
5. If the employee leaves the employment of the City, for any reason, the loan must be repaid within five years of the separation date; and
6. The initial rate of interest will be 3% annually; and
7. Payments of interest (and principle when due) shall be made biweekly through payroll deductions; and
8. No payment on the principal of the loan will be due until after the end of the 5th year of the loan; and
9. Commencing 5 years from the initial date of the note, payments of principal amortized on a 25-year schedule in addition to interest payments will be payable biweekly through payroll deductions; and
10. The City will file a second deed of trust on the property with a provision requiring a request for notice from the holder of the first deed of trust. The second deed of trust shall be title insured; and
11. The employee may pay off the loan at any time with no prepayment penalty; and
12. The total of Employee Home Loan Assistance Program loans shall not exceed \$2 million of the City's investment portfolio at the time of placement of any loan; and
13. An inspection of the property being purchased will be performed by the City Building Inspector (or designee) to determine if there are any applicable code violations. Employee loans may be delayed for any properties that are found to be in violation of the City's code until the violation is corrected. The employee must correct any existing code violations within one year of purchasing the residence.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of March, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTACHMENT 1**ATTEST:**

Stacy Leitner, City Clerk

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Stefan Heisler, Reinvestment Analyst



SUBJECT: SECOND AMENDMENT TO THE MATHER VETERANS VILLAGE PHASE 3 DISPOSITION AND DEVELOPMENT AGREEMENT

RECOMMENDATION

Adopt Resolution 34-2018.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 34-2018 will allow the City Manager to execute the Second Amendment to the Disposition and Development Agreement (“DDA”) with Mercy Housing California (“Developer”) for the Mather Veterans Village Phase 3 permanent supportive housing project (“Project”) revising the timing of the reimbursement of City costs and updating the Approved Design Review and Finance Plan exhibits.

BACKGROUND

Mather Veterans Village Phase 3 is now fully funded and is approaching a projected construction loan closing date of March 12, 2018. The DDA was originally approved December 7, 2015 via resolution 140-2015. It was amended on February 28, 2017 in order to correct typographical errors and update minor details and was extended via the Agreement to Extend Times of Performance on September 15, 2017. In preparation for the construction loan close and construction start, one minor amendment to the DDA and an update to several exhibits are requested to finalize the documents guiding the orderly development and operation of the facility.

The minor amendment to the DDA is in Section 5.8 where the Developer has requested a modification to the timing of the reimbursement of City Costs. Whereas a onetime payment of up to \$50,000 of documented third party costs would have been paid out of the construction loan close, that payment would happen at the end of construction, before the Certificate of Completion is executed, and would be paid from any remaining contingency funds identified in the Finance Plan.

The two updated exhibits are Exhibit I, the Approved Design Review Plans, and Exhibit J, Finance Plan. Exhibit I is being updated to reflect the administrative changes dated September 26, 2017. Exhibit J is being updated to reflect the Finance Plan in its substantially final form, reflecting the tax credit and tax credit investor financing numbers.

None of the requested changes increase the City's liability. This requested action is required to update the documents one last time before the construction loan closing.

FISCAL IMPACT

No additional fiscal impact is anticipated by this action. City Staff and Developer will continue to work towards the completion of MVV3 as planned.

ATTACHMENTS

1. Resolution 34-2018.
2. First Amendment to Disposition, Development and Loan Agreement.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 34-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING A SECOND AMENDMENT TO THE EXISTING
DISPOSITION AND DEVELOPMENT AGREEMENT WITH MERCY HOUSING
CALIFORNIA FOR THE DEVELOPMENT OF THE MATHER VETERANS VILLAGE
PHASE 3 PERMANENT SUPPORTIVE HOUSING PROJECT**

WHEREAS, the City Council of the City of Rancho Cordova ("City"), pursuant to Resolution No. 140-2015, entered into a Disposition and Development Agreement ("DDA") with Mercy Housing California ("Developer") for the development of a 50 unit permanent supportive housing facility ("Project"), the third phase of the Mather Veterans Village; and

WHEREAS, Developer successfully submitted a Tax Credit application to the California Tax Credit Allocation Committee for the Project in June of 2017; and

WHEREAS, Staff recommends certain amendments to the DDA, including revision of the timing of the reimbursement of City costs and updating of the approved design review and finance plan exhibits in order to prepare for a construction loan closing later in March, 2018.

WHEREAS, the City desires to enter into a Second Amendment to Disposition and Development Agreement ("Second Amendment") with Developer for development of the Project.

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

Section 1 The City Council finds that the Project is exempt from CEQA under CEQA Guidelines Section 15332, In-Fill Development. The City Council further finds that the Project is consistent with the City's General Plan, and the City's Zoning Code. The City certified an Environmental Impact Report ("EIR") for the General Plan and conducted additional environmental review for the Zoning Code. The City Council finds that there are no environmental impacts peculiar to the Project set forth in the Second Amendment that have not been analyzed in previous environmental documents; therefore, no additional environmental review is required. The City Council finds that the Second Amendment is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Second Amendment may have a significant effect on the environment.

Section 2 The City Council authorizes the City Manager, on behalf of the City, to execute the Second Amendment to the DDLA with the Developer, substantially in the form attached to the accompanying Staff Report, and to execute such other instruments and take such other actions as may be necessary or appropriate to carry out the intent of this Resolution.

Section 3 If any provision, sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such finding shall affect only such

ATTACHMENT 1

provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts.

Section 4 The above recitals are true and correct. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the above City Council action.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 5th day of March, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

**SECOND AMENDMENT
TO
DISPOSITION AND DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (this “**Amendment**”), dated as of _____, 2018, is entered into by and between the CITY OF RANCHO CORDOVA, a California municipal corporation (“**City**”), and MERCY HOUSING CALIFORNIA, a California nonprofit public benefit corporation (“**Developer**”). City and Developer are individually referred to herein as a “**Party**” and collectively as the “**Parties**”.¹

RECITALS

- A. The Parties entered into a Disposition and Development Agreement dated as of December 7, 2015 (the “**Original DDA**”) pertaining to the Phase 3 component of the Mather Veterans Village project (the “**Project**”) as more fully described in the DDA.
- B. The Parties entered into a First Amendment to Disposition and Development Agreement on February 28, 2017, amending the Original DDA, in order to correct typographical errors and update minor details, and entered into an Agreement to Extend Times of Performance on September 15, 2017 (the Original DDA, as amended, is referred to herein as the “**DDA**”).
- C. The Parties have again determined that minor changes should be made to the DDA to update the Agreement prior to entering into the construction phase of the Project, and desire to amend the DDA to reflect those certain modifications and jointly rely upon the provisions of sections 9.7, 13.5 and 13.9 of the DDA in doing so.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. The DDA is amended as follows:

- a) Section 5.8 is revised in its entirety to read as follows:

“5.8 Reimbursement of City Costs. City will be reimbursed \$50,000 for its administrative and project delivery costs. This payment shall be made by the Title Company from the escrow closing proceeds. The City will also be reimbursed by a onetime payment of up to \$50,000 of documented third party costs associated with the creation and implementation of this Agreement. These third party costs shall be paid out of the remaining contingency funds identified in the Finance Plan before the Certificate of Completion (**Exhibit K**) is executed. The City shall submit one invoice to Developer within 30 days prior to the execution of **Exhibit K** documenting the third party costs.

¹ Note: This agreement must be entered into prior to the assignment of the DDA and the Lease to the Partnership.

- b) Notwithstanding anything set forth on Exhibit H, the Parties hereby agree that consistent with Section 5.9 of the DDA, the Developer shall have eighteen (18) months from the commencement of construction to complete construction of the Project and to obtain a final certificate of occupancy from the City.
 - c) Exhibit I, the Approved Design Review, is updated as attached as Attachment 1 to this Amendment, to reflect the administrative changes dated September 26, 2017.
 - d) Exhibit J, the Finance Plan, is updated as attached as Attachment 2 to this Amendment, to reflect the budget in its substantially final form.
- 2. No Other Changes to the Agreement. Except as expressly modified by this Amendment, all other provisions of the DDA remain unmodified and continue in full force and effect.
 - 3. Effective Date. This Amendment shall be effective as of the date first written above.
 - 4. California Law. This Amendment shall be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the conflict-of-law rules and principles of said state.
 - 5. Conflicts with the Agreement. In the event of any conflict between this Amendment and the DDA, the provisions of this Amendment shall prevail.
 - 6. Counterparts; Multiple Originals. This Amendment may be signed in counterparts, and in multiple originals each of which shall constitute one and the same instrument.
 - 7. Successors and Assigns. This Amendment shall apply to and bind the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, City and Developer have executed this Amendment as of the dates first written above.

[Signatures Continue on Next Page]

CITY:

CITY OF RANCHO CORDOVA,
a California municipal corporation

By: _____

Name: _____

Title: City Manager, acting pursuant to authority
provided in Section 13.9 of the DDA.

APPROVED AS TO FORM

By: _____

, City Attorney

DEVELOPER:

MERCY HOUSING CALIFORNIA,
a California nonprofit public benefit corporation

By: _____

Name: _____

Title: _____

Attachment 1: Updated Approved Design Review Plans

Attachment 2: Updated Finance Plan

ATTACHMENT 1

**Updated Approved Design Review Plans
per the September 26, 2017 administrative changes.**

September 26, 2017

Jeff Riley
 Mercy Housing California
 2512 River Plaza Drive, Suite 200
 Sacramento, CA 95833

RE: Mather Veterans Village Phase 3 Major Design Review DD9622 Substantial Conformance Approval.

The Mather Veterans Village Phase 3 Major Design Review revised site plan was routed and reviewed by the City of Rancho Cordova Departments and outside agencies. The revised site plan included the small building along Bleckely Street rotating 90 degrees and attaching it to the main building in order to reduce the cost of construction for the overall project (Attachment 2). The Planning Department did not receive any comments or concerns regarding the revised site plan.

Per the Zoning Ordinance 23.110.180.A *Substantial Conformance*. The Director may approve minor changes to a previously approved permit at the administrative level if the proposed changes are in substantial conformance with the existing permit and this code, as determined by the director.

The revised site plan is within substantial conformance as follows:

- The general layout of the complex, parking and circulation has not been revised.
- The building that has been revised has been rotated 90 degrees and is now attached to the main building. The number of units has not changed.
- The revision includes the same architecture/design.
- The revision is consistent with the existing setbacks for the project.

Attached is the approved Resolution 75-2013, Attachment 3, includes the site plan and conditions of approval. The revised site plan has been deemed in substantial conformance with the approved site plan (Attachment 1).

This project is now in the Improvement Plan phase of review. Improvement plans are submitted to the Public Works Department. A copy of the Improvement Plan application is available on our website www.cityofranhocordova.org or you may contact Tameem Samimi in Public Works Department (916-851-8905) tsamimi@cityofranhocordova.org for an e-mail copy. Please note that no site activity is allowed and no building or grading permits will be issued until such time that the Improvement Plans are approved by the City of Rancho Cordova and the requisite number of signed copies are returned to Tameem Samimi in the Public Works Department.

Please Note that the following agencies are part of the Improvement Plan review. However, each agency has its own application, deposit/fees, and plan submittal requirements. Contact the agencies to determine the appropriate time for submittal as some occur before the Entitlement is approved.

- Sacramento Metro Fire www.metrofire.ca.gov
- Sacramento County Sewer www.sacsewer.com
- Water Agencies:
 - California American Water www.amwater.com



- City of Folsom www.folsom.ca.us
- Golden State Water Agency www.gswater.com
- Sacramento County Water Agency www.waterresources.saccounty.net
- Cordova Recreation Park District (residential) www.crpdc.com

Building Plan permits may be submitted at the same time as the Improvement Plans. However, the Building permits will not be issued until the Improvement Plans are approved.

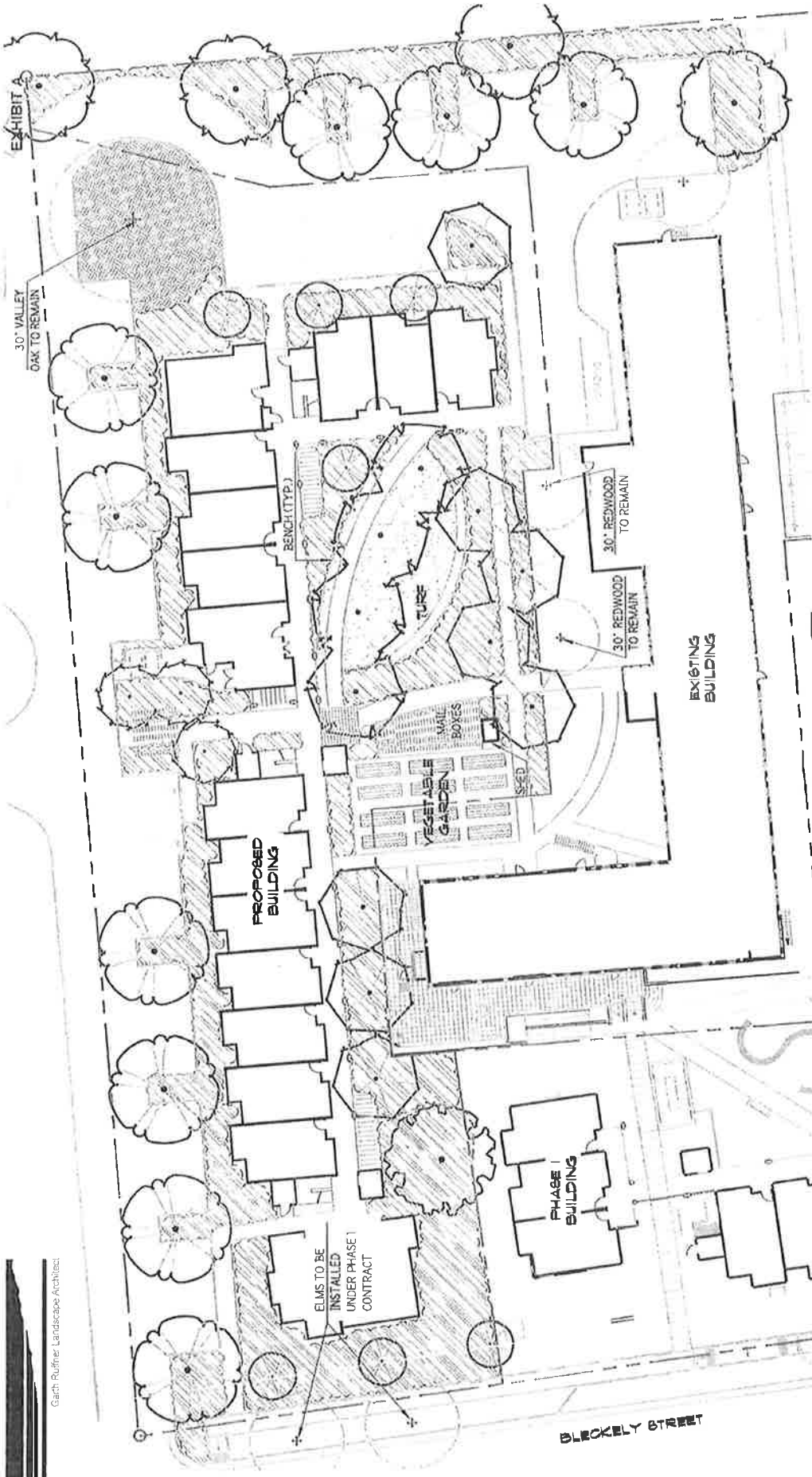
If you have any questions, please contact me at 916-851-8784 or dgoulart@cityofranhocordova.org.

Thank you.



Darcy Goulart, Planning Manager
City of Rancho Cordova Community Development Department

Attachment 1: Approved Site Plan
Attachment 2: Revised Site Plan
Attachment 3: Resolution 75-2013



SEE SHEET LA-1 FOR PLANT
LIST, LEGEND & NOTES.

ATTACHMENT 2
Attachment

661

PRELIMINARY
LANDSCAPE PLAN
scale: 1"=30'-0"

MATHER VETERANS VILLAGE - PHASE 3

NOT TO SCALE
NOT FOR CONSTRUCTION
NOT FOR PERMITS

BLACKLEY STREET



PERSPECTIVE OF PHASE 1, PHASE 3 SIMILAR



120045 Mather Veterans Village V2, 1.V.K.C. PERSPECTIVE #1, 100x, 10/27/14, 4:21 PM

MATHER VETERANS VILLAGE

MATHER VETERANS VILLAGE - PHASE 3

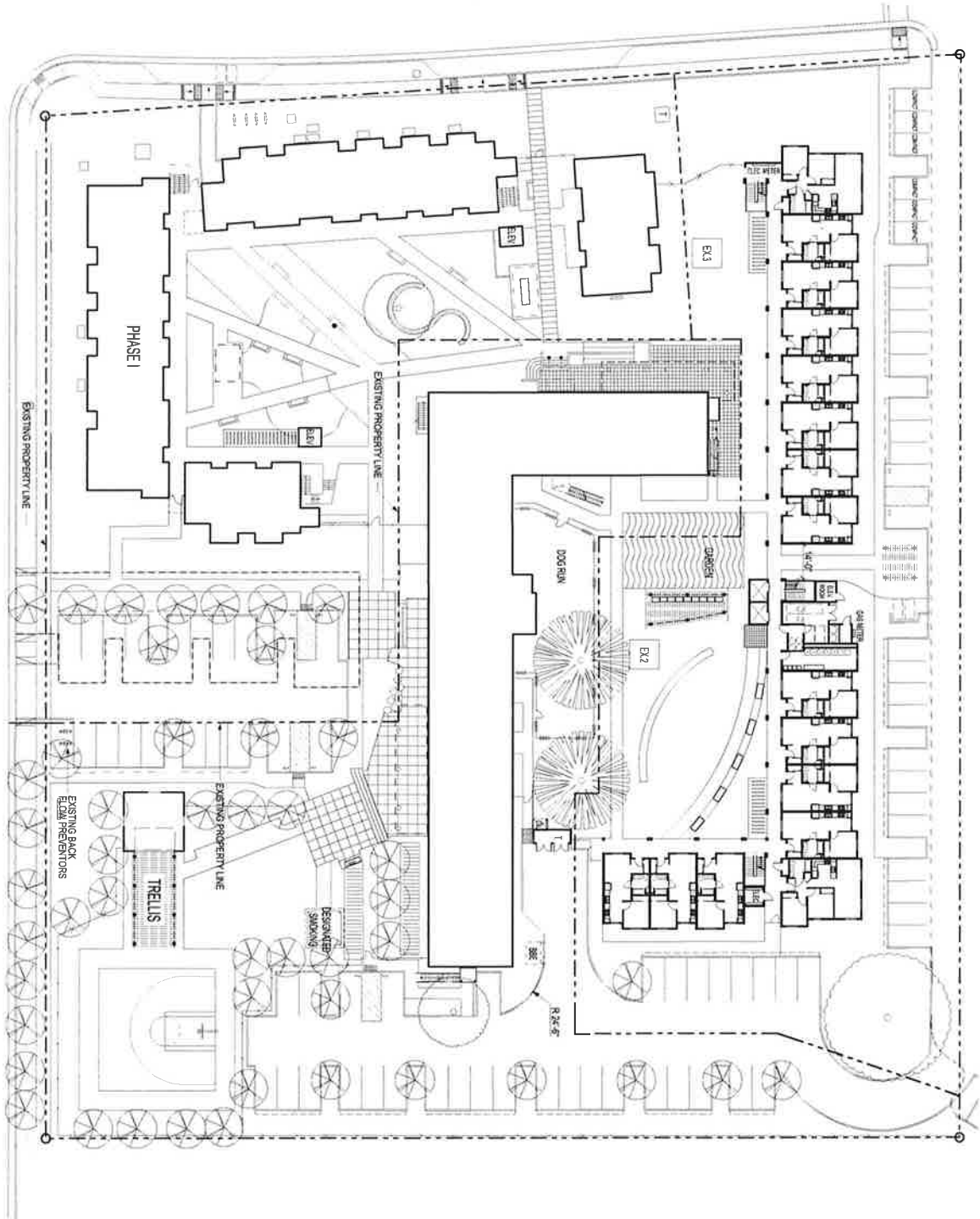
SITE PLAN & DEMO PLANS

06-20-17

mogavero

A.1

1 SITE - GROUND FLOOR



CITY OF RANCHO CORDOVA

RESOLUTION NO. 144-2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE MATHER VETERANS VILLAGE PHASE 3
MAJOR DESIGN REVIEW - PROJECT NO. DD9622**

WHEREAS, in 2013 the City Council approved an amendment to the zoning code for the Mather Field Special Planning Area to allow both transitional and permanent supportive housing in the Mather Field Special Planning Area by Ordinance No. 14-2013; and

WHEREAS, Mercy Housing (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova to approve a Conditional Use Permit and Design Review for 50 units of new permanent supportive housing and up to 60 transitional housing dormitory beds in a rehabilitated existing building, known as the Mather Veterans Village; and

WHEREAS, On July 15, 2013, the City Council approved the Mather Veterans Village per Resolution 75-2013. This approval included the environmental review for the entire project and the design review for Phase 1-2 construction; and

WHEREAS, on November 6, 2015 the applicant submitted plans for a Major Design Review Permit to construct a new three story 50-unit housing project to complete Phase 3 of the Mather Veterans Village housing complex located at 3607 Bleckley Street (Assessor's Parcel Number: 067-1040-002-0000). This will be the third and final stage of the Mather Veterans Village project and will include 20 additional parking spaces, landscaping, and other onsite improvements.; and

WHEREAS, this project was reviewed by all applicable City departments and agencies for comments and conditions; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approves the Phase 3 of the Mather Veterans Village Design Review Permit (**Exhibit A**), subject to the following findings and attached Conditions of Approval (**Exhibit B**):

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is a Class 32 Categorical Exemption (15332) for infill projects, as supported by the following:

1. Finding: The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

Evidence: Phase 3 follows the applicable policies and designation provided in the General Plan and Mather Field Special Planning Area (MFSPA) guidelines. The MFSPA permits the housing use while a Major Design Review permit is

required prior to construction. These uses are intended to fulfill a housing need for low income veterans consistent with the General Plan housing policies and MFSPA requirements.

2. Finding: The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

Evidence: The proposed project will be constructed on a vacant parcel which is well within Rancho Cordova city limits. At 1.18 acres the project site does not exceed the maximum 5 acres and is surrounded by other "urban" uses such as high and medium density housing and office uses. The application includes minor improvements along the boundaries to accommodate the improved pedestrian pathways, but does not include improvements to the sites themselves.

3. Finding: The project site has no value as habitat for endangered, rare or threatened species.

Evidence: The proposed project will not displace any endangered or threatened species as the site has no value as a habitat or community for this class. Any changes in environment will be minor to none.

4. Finding: Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

Evidence: The proposed project location has adequate forms of transportation that will minimize the effects of any increased traffic in the area. There are existing roadways and onsite bike parking and sidewalks for individual transportation. The project will not have any effects on noise, air quality, or water quality in the surrounding area as the area was already reviewed as per the General Plan Environmental Impact Report that assumed build out consistent with the proposed plan.

5. Finding: The site can be adequately served by all required utilities and public services

Evidence: The proposed location does have adequate access to all required utilities including water, sewer, refuse, electricity, and telephone services.

- B. Approve the Major Design Review subject to the Conditions of Approval herein, and subject to the findings as defined by Rancho Cordova Zoning Code Section 23.141.050 and evidence as follows:

1. Finding: The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova design guidelines.

Evidence: The General Plan designation and Mather Field Special Planning Area (MFSPA) designation for this property is Human Services, wherein Phase 3 construction is consistent with both the previous approved plan and the MFSPA standards. The proposed project has been designed to meet the applicable regulations of the Special Planning Area design guidelines, including setbacks, height regulations, and density for this site.

2. **Finding:** The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: The Developer has provided a design package that clearly illustrates the composition and form of the new units. The new three story structure is treated with a veneer of stucco and siding with external balcony style hallways. The Applicant has submitted preliminary landscape plans with the Design Review package and a condition has been placed on the project that will require approval from the Community Development Director, in order to accommodate refinements to the site improvement plans, prior to building permits being issued.

3. **Finding:** The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements, establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The architectural style of the new construction has a distinct residential feel that would help to introduce a more residential tone to the neighborhood. The color and material palettes are complementary to each other and include stucco, horizontal siding, and balcony railings and shade structures. The building wall mass of the new construction is offset to provide greater articulation to the vertical mass, along with changing roof sheds to break the monotony of a single ridge roof system.

4. **Finding:** The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The units and site configuration have been designed to provide dedicated pedestrian walkways from the units to the public sidewalk. The on-site parking lot is appropriately configured to serve the units and reduce the conflict between vehicle and pedestrian movement.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of December, 2015 by the following vote:

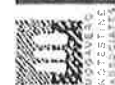
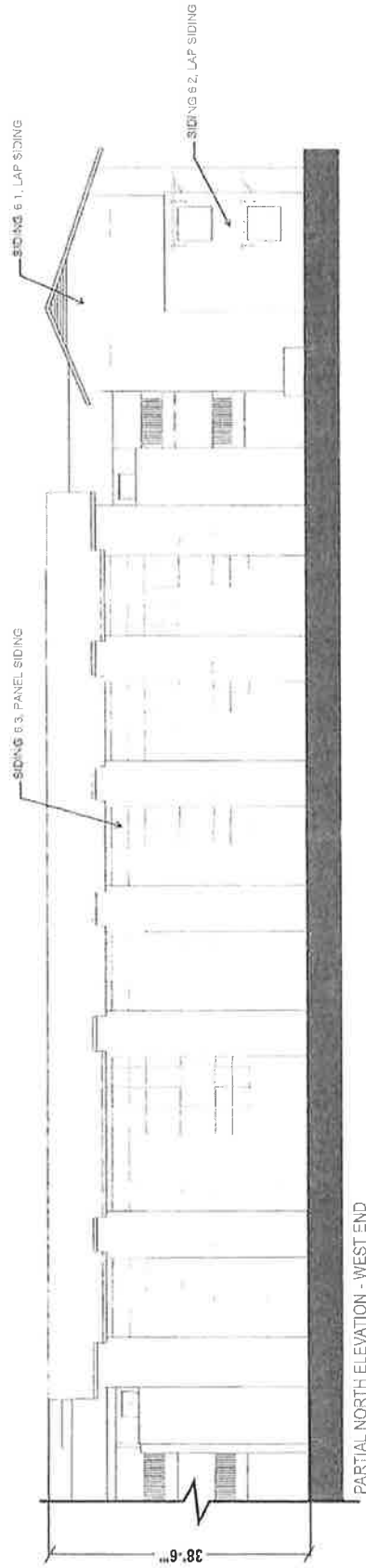
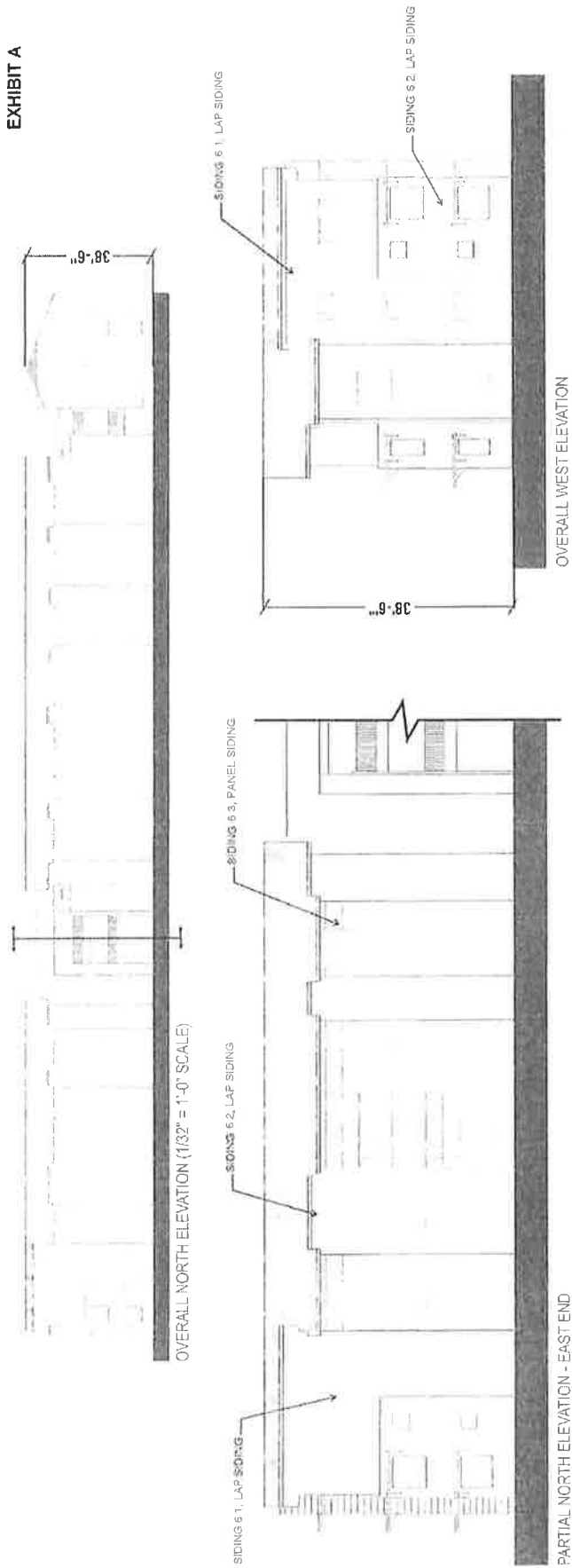
AYES: Budge, McGarvey, Sander, Skoglund, Terry
NOES: None
ABSENT: None
ABSTAIN: None


 David M. Sander, Mayor

ATTEST:

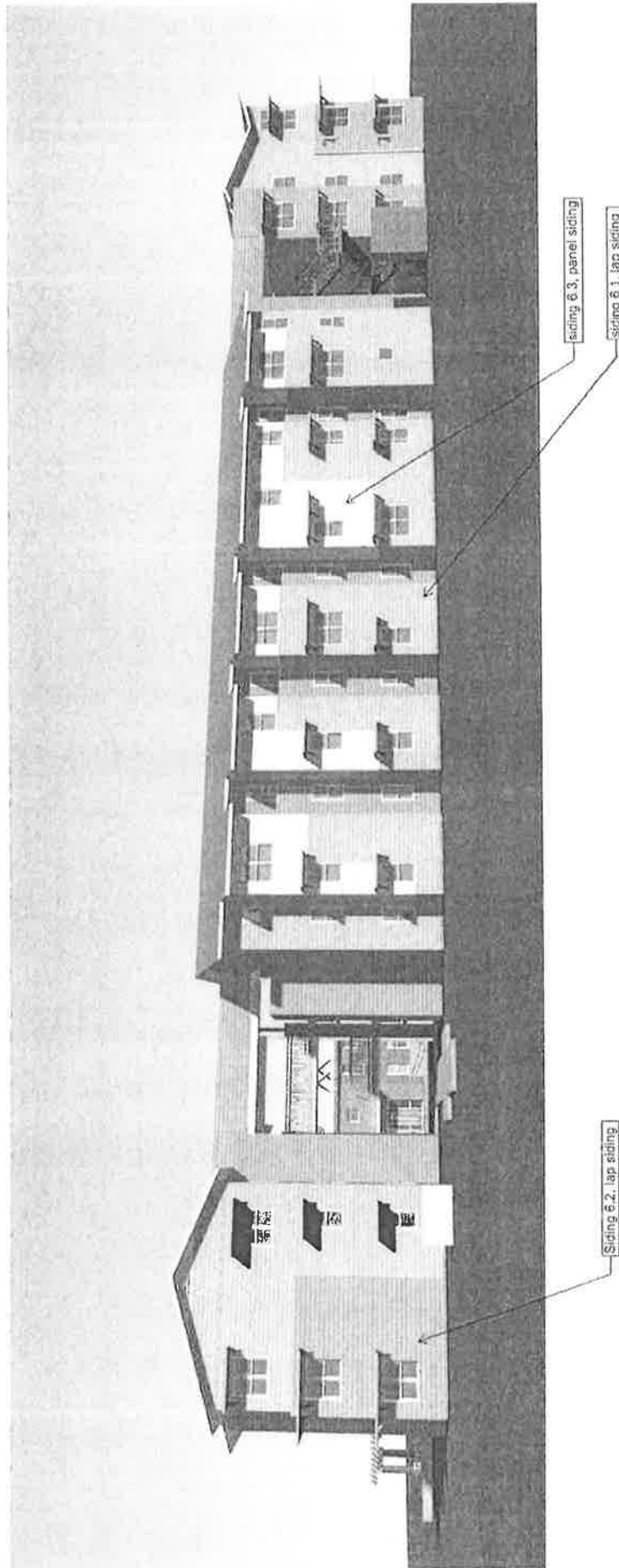

 Mindy Cuppy, MMC, City Clerk

2557661.1



MATHER VETERANS VILLAGE - PHASE 3
RANCHO CORDOVA, CA

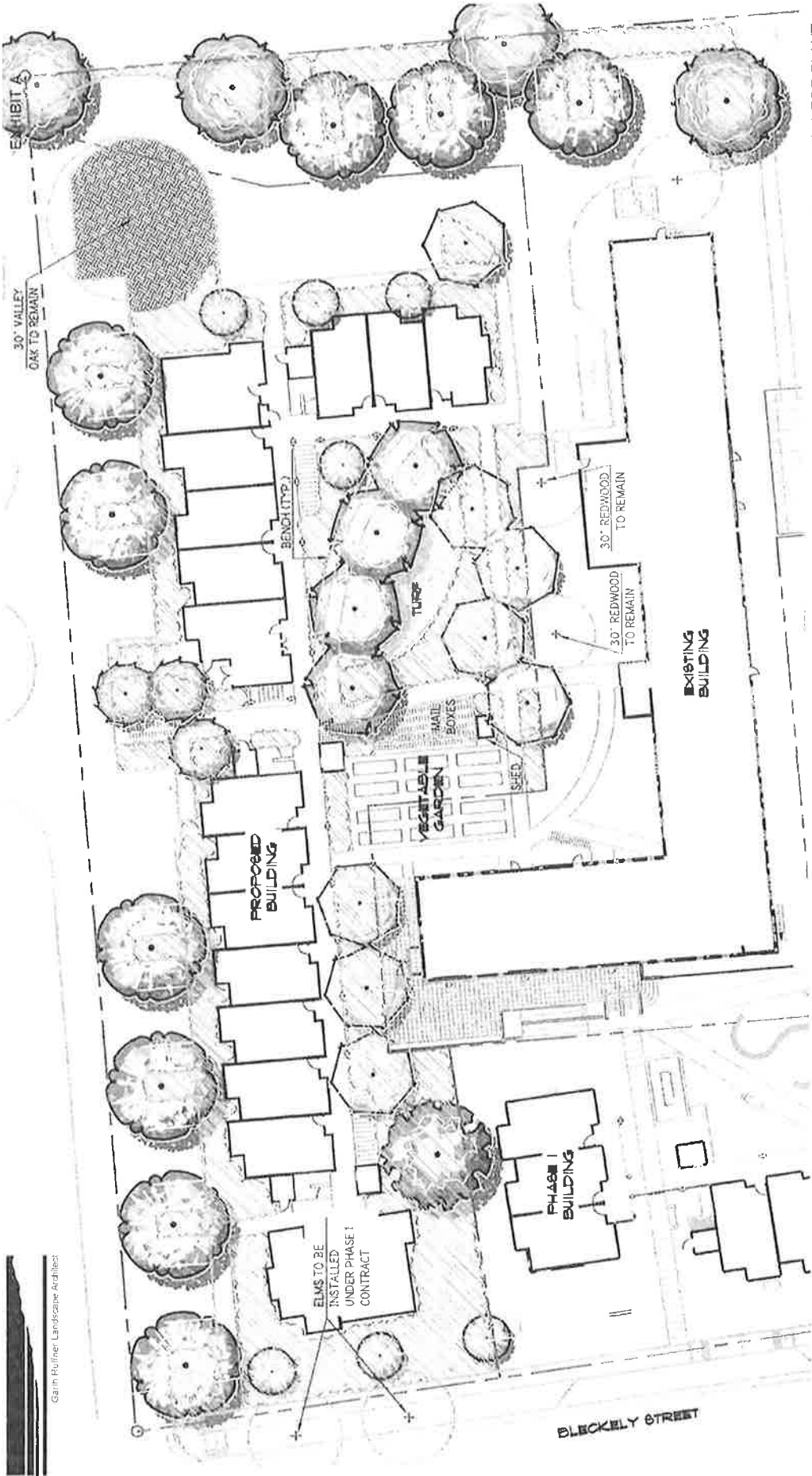
ELEVATIONS
SCALE: 1/16" = 1'-0"



PERSPECTIVE OF PHASE 1, PHASE 3 SIMILAR

MATHER VETERANS VILLAGE

120015 Mather Veterans Village V2, 1 V.E.C. PERSPECTIVE #1, 1000, 10/2/15, 4 21 PM



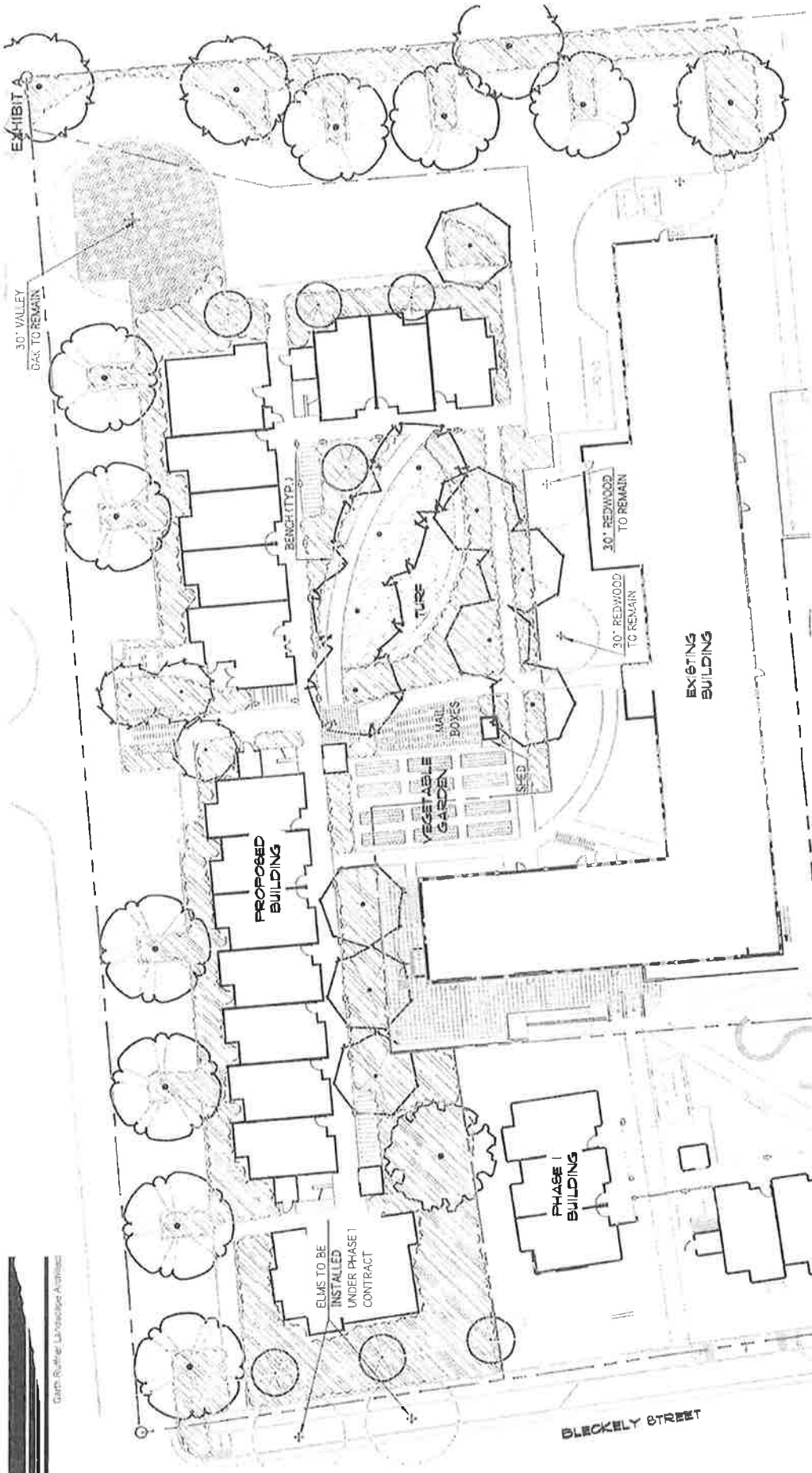
SEE SHEET LA-1 FOR PLANT LIST, LEGEND & NOTES.

PRELIMINARY
LANDSCAPE PLAN
LA-1
scale: 1"=30'-0"

MATHER VETERANS VILLAGE - PHASE 3



Gail Hufner Landscape Architect



SEE SHEET LA-1 FOR PLANT LIST, LEGEND & NOTES.

ATTACHMENT 2

PRELIMINARY
LANDSCAPE PLAN
scale: 1"=30'-0"

MATHER VETERANS VILLAGE - PHASE 3





Garth Ruffner Landscape Architects

PARKING LOT SHADE CALCULATIONS:

EXHIBIT A

TREE TYPE	AREA/ FULL	QUANTITY FULL 3/4 1/2 1/4	SUBTOTAL	TOTAL
35" DIA. TREES				
PISTACHIA CHINENSIS	962 S.F.	8 1 0 0	8418 S.F.	
QUERCUS WISLIZENII	962 S.F.	0 0 3 1	1684 S.F.	
			35" TOTAL:	10101 S.F.

PARKING AREA:
SHADE REQUIRED: 50 %
SHADE PROVIDED: 57 %

PLANT PALETTE

BOTANIC NAME/COMMON NAME	SIZE
APTEENIA CORDIFOLIA 'RED APPLE' /APTEENIA	1 GALLON
ASPARAGUS D. 'SPRENGER' /SPRENGER ASPARAGUS	1 GALLON
AGAVE WEBERI/WEBER AGAVE	5 GALLON
BERGENIA CRASSIFOLIA/WINTER BERGENIA	4" POTS
BULBINE FRUTESCENS 'HALLMARK ORANGE' /CAPE BALSAM	1 GALLON
CAREX DIVUL SAVEURASIAN GRAY SEDGE	LINER
CHONDROPETALUM TECTORIUM/DWF. CAPE RUSH	1 GALLON
COTINUS COGGYGRIA 'ROYAL PURPLE' /SMOKE TREE	15 GALLON
DELSPERMA COOPERI/ICE PLANT	FLATS
DIANELLA TASMANICA 'VARIEGATA' /VARIEGATED FLAX LILY	5 GALLON
HESPERALOE PARVIFLORA/RED YUCCA	5 GALLON
JUNIPERUS SABINA 'BUFFALO' /PROSTRATE JUNIPER	1 GALLON
LAGERSTROEMIA X. 'ZUNI' /DWF. PURPLE GRAPE MYRTLE	15 GALLON
MUHLENBERGIA CAPILLARIS/PURPLE MUHLY GRASS	1 GALLON
NASSELLA TENUISSIMA/MEXICAN FEATHER GRASS	1 GALLON
PHORMIUM TENAX 'ATROPURPUREUM' /PURPLE FLAX	5 GALLON
RHAMNUS CALIFORNICA 'MOUND SAN BRUNO' /COFFEEBERRY	5 GALLON
TEUCRIUM CHAMAEDRYS/DWARF GERMANDER	1 GALLON
YUCCA PALLIDA/PALE LEAF YUCCA	5 GALLON

TREE LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE	QUANTITY
	ACER RUBRUM 'OCTOBER GLORY' /RED MAPLE	15 GALLON	4
	ACER T. GINNALA/AMUR MAPLE	24" BOX	3
	PARKINSONIA X. 'DESERT MUSEUM' /PALO VERDE	15 GALLON	8
	PISTACIA CHINENSIS/CHINESE PISTACHE	15 GALLON	9
	QUERCUS LOBATA/VALLEY OAK	15 GALLON	1
	QUERCUS WISLIZENII/INTERIOR LIVE OAK	15 GALLON	4
	SOPHORA SECUNDIFLORA/MESCAL BEAN	24" BOX	7
	SHRUBS & GROUNDCOVER AREA (SEE PLANT PALETTE AT LEFT)		
	SODDED TURF AREA		
	CHIPPED TREE TRIMMINGS TO 4" DEPTH UNDER EXISTING OAK		



MATHER VETERANS VILLAGE - PHASE 3

PRELIMINARY
LANDSCAPE NOTES

LA



**PARKING LOT
SHADE CALCULATIONS:**

EXHIBIT A

TREE TYPE	AREA/ FULL	QUANTITY				SUBTOTAL	TOTAL
		FULL	3/4	1/2	1/4		
35" DIA. TREES							
PISTACHIA CHINENSIS	962 S.F.	8	1	0	0	8418 S.F.	
QUERCUS WISLIZENII	962 S.F.	0	0	3	1	1684 S.F.	
						35" TOTAL:	10101 S.F.

PARKING AREA: 17853 S.F.
SHADE REQUIRED: 50 % 8926 S.F.
SHADE PROVIDED: 57 % 10101 S.F.

PLANT PALETTE

BOTANIC NAME/COMMON NAME	SIZE
APTEENIA CORDIFOLIA 'RED APPLE'/APTEENIA	1 GALLON
ASPARAGUS D. 'SPRENGER'/SPRENGER ASPARAGUS	1 GALLON
AGAVE WEBER/WEBER AGAVE	5 GALLON
BERGENIA CRASSIFOLIA/WINTER BERGENIA	4" POTS
BULBINE FRUTESCENS 'HALLMARK ORANGE'/CAPE BALSAM	1 GALLON
CAREX DIVULSA/EURASIAN GRAY SEDGE	LINER
CHONDRPETALUM TECTORIUM/DWF. CAPE RUSH	1 GALLON
COTTUNUS COGGYGRIA 'ROYAL PURPLE'/SMOKE TREE	15 GALLON
DELOSPERMA COOPER/ICE PLANT	FLATS
DIANELLA TASMANICA 'VARIEGATA'/VARIEGATED FLAX LILY	5 GALLON
HESPERALOE PARVIFLORA/RED YUCCA	5 GALLON
JUNIPERUS SABINA 'BUFFALO'/PROSTRATE JUNIPER	1 GALLON
LAGERSTROMIA X. 'ZUNT/DWF. PURPLE GRAPE MYRTLE	15 GALLON
MUHLENBERGIA CAPITULARIS/PURPLE MUHLY GRASS	1 GALLON
NASSELLA TENUISSIMA/MEXICAN FEATHER GRASS	1 GALLON
PHORMIUM TENAX 'ATROPURPUREUM'/PURPLE FLAX	5 GALLON
RHAMNUS CALIFORNICA 'MOUND SAN BRUNO'/COFFEEBERRY	5 GALLON
TEUCRIUM CHAMAEDRYS/DWARF GERMANDER	1 GALLON
YUCCA PALLIDA/PALE LEAF YUCCA	5 GALLON

TREE LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	SIZE	QUANTITY
	ACER RUBRUM 'OCTOBER GLORY'/RED MAPLE	15 GALLON	4
	ACER T. GINNALA/AMUR MAPLE	24" BOX	3
	PARKINSONIA X. 'DESERT MUSEUM'/PALO VERDE	15 GALLON	8
	PISTACIA CHINENSIS/CHINESE PISTACHE	15 GALLON	9
	QUERCUS LOBATA/VALLEY OAK	15 GALLON	1
	QUERCUS WISLIZENII/INTERIOR LIVE OAK	15 GALLON	4
	SOPHORA SECUNDIFLORA/MESCAL BEAN	24" BOX	7
	SHRUB & GROUND COVER AREA (SEE PLANT PALETTE AT LEFT)		
	SODDED TURF AREA		
	CHIPPED TREE TRIMMINGS TO 4" DEPTH UNDER EXISTING OAK		



MATHER VETERANS VILLAGE - PHASE 3

PRELIMINARY
LANDSCAPE NOTES

LA

Conditions of Approval

EXHIBIT B

	<u>Category</u>	<u>Timing/</u> <u>Implementation</u>	<u>Enforcement</u> <u>t/</u> <u>Monitoring</u>	<u>Verification</u> <u>(date</u> <u>& Signature)</u>
General Conditions				
1.	The approved entitlement is for a Design Review Permit for a new three story 50-unit housing project to complete Phase 3 of the Mather Veterans Village housing complex that was approved in 2013; APN 067-1040-002-0000, as described in the City Council staff report dated December 7, 2015 (Exhibit A) with the conditions herein, for project number DD9622.	On-Going	Planning	
2.	This project shall also comply with the Mather Veterans Village Housing Project approved per Ordinance 14-2013 and Resolution 75-2013.	On-Going	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
4.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	On-Going	Planning/ Building /Public Works	
5.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of	On-Going	Finance	

Conditions of Approval

EXHIBIT B

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	your account with the City.				
6.	Signage is not approved with this permit. All signage shall comply with the City of Rancho Cordova Zoning Code.	Signage	On-Going	Planning	
7.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning	
8.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards outlined within the City's Noise Element and RCMC 6.68.	Construction	On-Going	Planning/ Building	
9.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.	Construction	Prior to Issuance of Building Permits	Planning/ Building	
10.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	Construction	On-Going	Planning/ Public Works	
11.	All projects are subject to Sacramento Metropolitan Air Quality Management District (SMAQMD) rules in effect at the time of construction. A complete listing of current rules is available at www.airquality.org or by calling 916.874.4800.	Construction/ Air Quality	On-Going/ During Construction	SMAQMD	

Conditions of Approval

EXHIBIT B

	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
At Improvement Plans/Grading Permit Issuance				
12.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Documentation	Public Works	
13.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements. • Civil plan shall include an ADA access plan • Install 6 foot sidewalk to provide continuous pedestrian path on the entire Schirra Avenue property frontage. • Utility laterals. • Label all private and public utilities. Provide easements for public utilities. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All landscape strips that contain trees shall be installed with continuous root barriers. • All improvements to be designed and constructed to the satisfaction of the Public Works Department prior to final inspection of the first building permit.	Improvement Plan Submittal	Prior to approval of improvement plans Prior to issuance of building permit.	Public Works Public Works
14.	Enter into a frontage agreement and bond for construction of public improvements per the approved Public Works plans to the satisfaction of the Public Works Department.	Infrastructure	Prior to approval of improvement plans	Public Works
15.	Incorporate into the site improvement plans permanent stormwater quality treatment measures in conformance with applicable County ordinances & standards, and state and federal law.	Stormwater	Prior to approval of improvement plans	Public Works

Conditions of Approval

EXHIBIT B

	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
16.	Environmental	Prior to approval of improvement plans or issuance of Building Permits or whichever comes first.	Planning	
17.	Landscaping	At Improvement Plans/ grading permit issuance	Planning	
18.	Landscaping	At Improvement Plans/ grading permit issuance	Planning	
19.	Landscaping	At Improvement Plans/ grading permit issuance	Planning	
20.	Utilities	At Improvement	SMUD	

16. The applicant shall work with the United States Air Force to remove the underground tank located at the southern boundary line of Phase 3. Proof that the removal of this tank was consistent with all state and local regulations must be submitted to the Planning Department prior to any ground disturbing activities of Phase 3 development (grading or construction).

17. The final design of the pedestrian connections between the main building as well as the outdoor gathering places shall be reviewed and approved by the Planning Department.

18. A final landscape plan shall be submitted in conjunction with improvement plan and or building permit submittal and approved by the Planning and Public Works Departments prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and include the following items per RCMC 22.180.060:

- Planting plan to scale that indicate slope
- Irrigation Plan
- Soils Test
- Water Use Calculations
- Irrigation Schedule

19. Any vegetation damaged or destroyed by construction activities shall be replaced with like or comparable plant materials, and if damage occurs off-site, the replacement plants shall be approved by the property owner and the Planning Department, prior to occupancy approval in accordance with RCMC 23.716.080.

20. Evidence of a dedicated 12.5-SMUD easement must be submitted prior to construction. If proof cannot be submitted, a new 12.5-foot

Conditions of Approval

EXHIBIT B

	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
		Plans/ grading permit issuance		
		public utility easement must be dedicated for the appropriate underground facilities and appurtenances adjacent to all public street right of ways. Proof of SMUD's approval must be submitted prior to issuance of Improvement Plans.		
Prior to Issuance of Building Permits				
21.	Bicycle Parking	Prior to Issuance of Building Permits	Planning	
	Bicycle Parking (short and long term) shall be installed in accordance with RCMC 23.719.115. All parking shall be located near main entrances and not impede onsite automobile and pedestrian access. The final design and location will be review and approved by the Planning Department.			
22.	Architectural	Prior to Issuance of Building Permits	Planning	
	The final color and material will be the same as the approved Phase 1 and 2 design review.			
23.	Architectural	Prior to Issuance of Building Permits	Planning	
	Vents, gutters, downspouts, flashing, electrical conduits, etc., shall be painted to match the color of the adjacent surface, unless otherwise approved by the Planning Department.			
24.	Architectural	Prior to Issuance of Building Permits	Planning	
	Construction plans must include all windows and final architectural element details to be reviewed and approved by the Planning Department. This includes all building fixtures, exterior lighting, walkway lighting, parking lot lighting, and street lights on the Site, Utility, Landscape, and Building Plans, prior to the issuance of any permits. The height and style of fixtures shall be shown. Energy-saving fixtures shall be used and noted on the plans and all illumination shall be installed in a manner that is glare shielded and directed away from adjacent properties and right-of-ways.			
25.	Architectural	Prior to Issuance of Building Permits	Planning	
	Rooftop equipment (HVAC, meters, refrigeration equipment, plumbing lines, ductwork and transformers), shall not extend above the building parapet and shall be screened from view on all sides with materials architecturally compatible with the main structure.			

Conditions of Approval

EXHIBIT B

	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date & Signature)</u>
	Screening details shall be shown on the Building Plans and submitted for review and approval by the Planning Department, prior to the issuance of Building Permits and installed prior to occupancy approval.			
26.	Utility areas, electrical and gas meters shall be architecturally screened from view.	Prior to Issuance of Building Permits	Planning/ Building/ Public Works	
27.	All trash enclosures and refuse areas shall comply with zoning code and all service provider standards regarding amount, design, and access based upon the project's estimated need and waste pickup schedules. Trash enclosures should try to incorporate the same architectural treatments, materials and colors as the main building in order to properly screen them from view.	Prior to Issuance of Building Permits	Planning/ Building	
Prior to Final inspection/Certificate of Occupancy				
28.	Install public improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Prior to Final Inspection/ Certificate of Occupancy	Public Works	
29.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD and pdf format, and a table containing the coordinates of public facilities shall be submitted and approved by the Public Works Department.	Prior to Final Inspection/ Certificate of Occupancy	Public Works	
30.	Upon completion of the installation of the landscaping, the designer shall certify that the landscape complies with all city water conserving landscape requirements. Certification shall be accomplished by completion of a certificate of compliance on a form approved by the Director of the City Public Works Department. Failure to submit a complete and accurate certificate of compliance will delay final approval of the project and/or discontinue water service per RCMC 22.180.090. Upon receipt of the certificate of	Prior to Final Inspection/ Certificate of Occupancy	Planning/ Public Works	

Conditions of Approval

EXHIBIT B

	<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement t/ Monitoring</u>	<u>Verification (date & Signature)</u>
	compliance and site inspection from City staff, the landscaping performance bond will be released.			
31.	Applicant shall pay any outstanding staff costs associated with the preparation of the improvement plans and/or final map.	Funding	Prior to Final Inspection/ Certificate of Occupancy	Planning

General Information and Compliance Items:

The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

1. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
2. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Metro Fire)
3. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
4. Gas service may be available to this project if desired. The developer should contact PG & E's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PG&E)
5. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
6. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

ATTACHMENT 2

**Updated Finance Plan reflecting the budget
in its substantially final form**

MATHER VETS VILLAGE, PHASE 3			PAGE 1
Prepared For:	Mercy Housing California		
Prepared By:	California Housing Partnership Corporation		
Version:	Construction Closing - Draft 1		
			Revised: 8-Feb-18 5:34 PM

SOURCES OF FUNDS									
SOURCES OF FUNDS - PERMANENT									
	AMOUNT	TOTAL INTEREST COST	OID NTEREST RATE	TERM (Yr)	COMMENTS				
HCD - VHHP	6,010,651	3.000%	1.788%	55	Per Unit: 120,213	Mandatory annual interest:	0.420%		
GP Loan - LISC / Measure H Funds	120,000	0.000%	0.000%	55	Per Unit: 2,400				
Capital Contributions					Net Developer Fee	1,399,900			
General Partner	100				% ownership:	0.01%			
Limited Partners (Wells Fargo Bank)	13,269,031				% ownership:	99.99%			
TOTAL SOURCES	19,399,782					Federal:	1.040		
Surplus/(Shortfall)	0					State:	0.650		
Net TDC	19,254,782								
Net LP Equity	13,124,031								
TCAC TIE-BREAKER CALCULATION					TCAC LEVERAGING POINT CALCULATION				
Size Factor Boost Eligible (i.e., new construction):	Y				Total Committed Deferred Payment Loans/Gr	7,237,217			
Section 8 Leveraged Value					Total Development Cost (net of Synd Costs)	20,361,348			
Rent/Op Subsidy Boost	25.00%				TCAC Leveraging Percent	35.00%			
Size Factor	100.00%				TCAC Cost Efficiency	2.00%			
Committed Perm Soft Funds	6,130,651				TCAC Credit Reduction Percent/Total Points (;	0.00%			
Value of Donated Land	725,000				Total Points (20 Max)	20.0			
Value of Fee Waiver	381,566								
Value of Section 8 Leveraged	-								
Subtotal Committed Public Funds	7,237,217								
Less Portion of General Off-Sites	-								
Net Committed Soft Funds	7,237,217								
Boost for Rental Subsidy	1,809,304								
Boost for Size Factor	-								
Committed Soft Funds w/ Op Sub Boost, Size Fac	9,046,521								
Total Development Cost	20,361,348								
Ratio	44.43%								
Requested Unadjusted Eligible Basis	10,905,949								
Add back reduction <= soft resources	3,554,107								
TB Requested Unadjusted Eligible Basis	14,460,056								
TDC	20,361,348								
Ratio	71.02%								
Inverse/3	9.66%								
Total 2nd TB	54.09%								
TCAC Application TB	56.66%								
Difference	-2.57%								
SOURCES OF FUNDS - CONSTRUCTION									
	AMOUNT	INT RATE	TERM (Mo.)						
Wells Fargo Bank Construction Loan	12,927,000	4.730%	24						
GP Loan - LISC / Measure H Funds	120,000	0.000%	24						
Costs Deferred Until Perm Closing (less deposits)	4,766,321			See page 1-A - right column					
Capital Contributions									
General Partner	100								
Limited Partners (Wells Fargo Bank)	1,586,361			% of total pay- 11.96%					
TOTAL SOURCES	19,399,782								
Surplus/(Shortfall)	0								
Net TDC	19,254,782								
Net LP Equity	1,441,361								
				DEVELOPMENT SCHEDULE					
				Begin Constructi					
				Const. Complete					
				Begin Lease Up					
				100% Occupanc					
				Perm Conversion					
				Form 8609					
				7th Contrib/ODR					
				8th/Final/ODR					

USES OF FUNDS	8,857,536 Construction Contract						100.00% TAX CREDIT ELIGIBLE			Deferred til Perm Conv/Compl
		100.00% TOTAL	NON-	DEPRECIABLE				CONST/ REHAB		
	TOTAL	RESIDENTIAL	DEPREC	RESIDENTIAL	NON-RES	EXPENSE	AMORTIZE	ACQUIS.		
ACQUISITION COSTS										
Total Purchase Price:										
0										
Land (Land Lease)	0	0	0							
Demolition	32,595	32,595	32,595							
Off-site Improvements	0	0		0	0			0		
GENERAL DEVELOPMENT COSTS										
Hard Costs-Unit Construction	7,108,176	7,108,176		7,108,176	0			7,108,176		
PhotoVoltaic System	0	0	0	0				0		
Construction Contingency	920,454	920,454		920,454	0			920,454		
Contractor General Conditions	420,000	420,000		420,000	0			420,000		
Contractor Overhead and Profit	397,105	397,105		397,105	0			397,105		
Local Development Impact Fees	901,892	901,892	0	901,892	0			901,892		
Local Permits/Fees	150,000	150,000		150,000	0			150,000		
Environmental Assessments	25,000	25,000		25,000	0			25,000		
GC Insurance/Bonds	100,321	100,321		100,321	0			100,321		
Utility Hookups	113,360	113,360		113,360				113,360		
Site Improvements/Landscape	799,339	799,339		799,339				799,339		
Architecture	636,000	636,000		636,000	0			636,000		
Survey/Engineering/Staking	100,000	100,000		100,000	0			100,000		
Prevailing Wage Monitor	50,000	50,000		50,000	0			50,000		
Appraisal	22,500	22,500	0	22,500	0		0	22,500		
Market Study (TCAC)	10,000	10,000					10,000	0		
Construction Testing/Insp./Supervision	145,000	145,000	0	145,000	0			145,000	0	
Construction Loan Interest	787,238	787,238		532,468	0	254,770		532,468	0	
Title/Recording/Escrow - Construction	50,000	50,000		50,000	0			50,000	0	
Title/Recording/Escrow - Permanent	10,000	10,000					10,000			10,000
Real Estate Taxes During Const	5,271	5,271		5,271	0	0		5,271	0	
Insurance During Const	65,608	65,608		65,608	0	0		65,608	0	
Security During Const	20,000	20,000		20,000	0	0		20,000	0	
Soft Cost Contingency	260,000	260,000		260,000	0			260,000		
City Land Lease Legal, Admin/Monitoring Fee	50,000	50,000	50,000							
Title/Recording/Escrow - Acquisition	10,000	10,000	10,000	0					0	
TCAC Application/Res/Monitoring Fee	73,540	73,540					73,540			
Legal: Acquisition	0	0	0	0					0	
Construction Closing	25,000	25,000		25,000	0			25,000	0	
Permanent Closing	5,000	5,000					5,000	0		5,000
Organization of Ptnshp	5,000	5,000					5,000			
Syndication - Pshp	30,000	30,000	30,000							
Syndication - LP	20,000	20,000	20,000							
Syndication Consulting	55,000	55,000	55,000					0	0	2,500
Audit/Cost Certification	35,000	35,000				35,000	0			
Furnishings	50,000	50,000		50,000	0			50,000		
Marketing/Rent-Up	240,000	240,000	0			240,000				
Capitalized Operating Reserve	180,343	180,343	180,343							180,343
Transition Reserve	479,000	479,000	479,000							479,000
Capitalized Operating Deficit Reserve	3,449,478	3,449,478	3,449,478							3,189,478
Developer Fee	1,400,000	1,400,000		1,400,000	0			1,400,000	0	900,000
COSTS OF ISSUANCE/FINANCING FEES										
Lender Origination - Construction	77,562	77,562		77,562	0		0	77,562		
Lender Expenses - Construction	35,000	35,000		35,000	0		0	35,000		
Lender Counsel - Construction	50,000	50,000		50,000	0		0	50,000		
Subtotal - Financing/Costs of Issuance	162,562	162,562	0	162,562	0	0	0	162,562	0	0
TOTAL DEVELOPMENT COSTS	19,399,782	19,399,782	4,306,416	14,460,056	0	529,770	103,540	14,460,056	0	4,766,321
TDC Per Unit	387,996	100.00%								

Developer Fee Payment Schedule:			DEVELOPER FEE CALCULATION			
Milestone	Amount	Date		CONST.	ACQ.	total
Construction Close	500,000	03/20/18	Maximum Potential Fee per TCAC Formula	1,959,008	0	1,959,008
Cofo	300,000	06/01/19	Percent of Total	100.00%	0%	100.00%
Conversion	350,000	04/01/20	Max. Allowable Fee per HCD (prorated)	1,400,000	0	1,400,000
Form 8609	200,000	10/01/20	TCAC High Cost % Reduction			102.70%
Tax Return	50,000	10/01/20	Max. Allowable Fee - TCAC (high cost factored)	2,011,886	0	2,011,886
Total Developer Fee	1,400,000		Max Per HCD Cap Limit	1,400,000	0	1,400,000
			Net Fee (Less other development costs)	1,400,000	0	1,400,000

Flow of Funds					Revised:	Revised:	08-Feb-18
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	TOTAL	CONSTRUCTION PERIOD				March 20, 2018	June 1, 2019	April 1, 2020	April 1, 2020	October 1, 2020	October 1, 2020	November 1, 2022	November 1, 2023
		Bank Construction Loan	GP Loan Measure H Funds	GP Equity	1st LP Cap Contribution	COMPLETION	PARTIAL CONST LOAN PAY DOWN	PERMANENT CONVERSION	8609	Tax Return	ODR Funding	ODR Funding	
					2nd LP Cap Contribution	3rd LP Cap Contribution	MHP-VHHP	4th LP Cap Contribution	5th LP Cap Contribution	6th LP Cap Contribution	7th/LP Cap Contribution	8th/Final LP Cap Contribution	
USES OF FUNDS		12,927,000	120,000	100	1,586,361	300,000	6,916,349	6,010,651	1,346,843	200,000	50,000	350,000	2,519,478
ACQUISITION COSTS													
Land (Land Lease)	0												
Demolition	32,595	32,595											
Off-site Improvements	0	0											
GENERAL DEVELOPMENT COSTS													
Hard Costs-Unit Construction	7,108,176	6,680,638	120,000		307,538								
PhotoVoltaic System	0	0											
Construction Contingency	920,454	920,454											
Contractor General Conditions	420,000	420,000											
Contractor Overhead and Profit	397,105	397,105											
Local Development Impact Fees	901,892	901,892											
Local Permits/Fees	150,000	150,000											
Environmental Assessments	25,000	25,000											
GC Insurance/Bonds	100,321	0			100,321								
Utility Hookups	113,360	113,360											
Site Improvements/Landscape	799,339	799,339											
Architecture	636,000	636,000											
Survey/Engineering/Staking	100,000	100,000											
Prevailing Wage Monitor	50,000	50,000											
Appraisal	22,500	22,500											
Market Study (TCAC)	10,000	10,000											
Construction Testing/Insp./Supervision	145,000	145,000											
Construction Loan Interest	787,238	787,238											
Title/Recording/Escrow - Construction	50,000	0		100	49,900								
Title/Recording/Escrow - Permanent	10,000							10,000					
Real Estate Taxes During Const	5,271	5,271											
Insurance During Const	65,608	65,608											
Security During Const	20,000	20,000											
Soft Cost Contingency	260,000	260,000											
City Land Lease Legal, Admin/Monitoring Fee	50,000	50,000											
Title/Recording/Escrow - Acquisition	10,000	10,000											
TCAC Application/Res/Monitoring Fee	73,540				73,540			0					
Legal: Acquisition	0	0											
Construction Closing	25,000	0			25,000								
Permanent Closing	5,000							5,000					
Organization of Ptnshp	5,000				5,000								
Syndication - Pshp	30,000				30,000								
Syndication - LP	20,000	0			20,000								
Syndication Consulting	55,000				52,500								
Audit/Cost Certification	35,000	35,000						2,500					
Furnishings	50,000	50,000											
Marketing/Rent-Up	240,000	240,000											
Capitalized Operating Reserve	180,343							180,343					
Transition Reserve	479,000							479,000					
Capitalized Operating Deficit Reserve	3,449,478				260,000			320,000				350,000	2,519,478
Developer Fee	1,400,000				500,000	300,000		350,000	200,000	50,000			
COSTS OF ISSUANCE/FINANCING FEES													
Lender Origination - Construction	77,562				77,562								
Lender Expenses - Construction	35,000				35,000								
Lender Counsel - Construction	50,000				50,000								
Repayment of Construction Loan	12,927,000						6,916,349	6,010,651					
TOTAL DEVELOPMENT COSTS	32,326,782	12,927,000	120,000	100	1,586,361	300,000	6,916,349	6,010,651	1,346,843	200,000	50,000	350,000	2,519,478

MATHER VETS VILLAGE, PHASE 3

UNIT MIX AND RENTAL INCOME

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Version: Construction Closing - Draft 1

Revised: 8-Feb-18

AVERAGE AFFORDABILITY FOR QUALIFIED UNITS (% of Median)		26.8%
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UTILITY DEDUCTIONS*:		PBV Units	VASH Units
1 BR	\$68		\$68
2 BR	\$85		\$85

RESIDENTIAL INCOME				2017 Rent levels					
TAX-CREDIT ELIGIBLE - TIER 1		20% AMI		PERCENT OF TARGETED UNITS 50.0%			TCAC AFFORDABILITY POINTS: 40		
VASH Units									
	UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
	1 BR	22	600	13,200	20.0%	278	210	4,620	55,440
	2 BR	3	850	2,550	20.0%	334	249	747	8,964
	TOTAL	25		15,750				5,367	64,404

TAX-CREDIT ELIGIBLE - TIER 2		20% AMI		PERCENT OF TARGETED UNITS 10.0%		TCAC AFFORDABILITY POINTS: 0			
Project Based Voucher Units									
UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT	
1 BR	5	600	3,000	20.0%	278	210	1,050	12,600	
2 BR	0	850	0	0.0%	0	249	0	0	
TOTAL	5		3,000				1,050	12,600	

TAX-CREDIT ELIGIBLE - TIER 3		50% AMI		PERCENT OF TARGETED UNITS 40.0%		TCAC AFFORDABILITY POINTS: 20			
Project Based Voucher Units									
	UNIT TYPE	NUMBER	PER UNIT SQ FT	TOTAL SQ FT	% MEDIAN INCOME AFFORDABLE	PER-UNIT MONTHLY GROSS RENT	PER-UNIT MONTHLY NET RENT	TOTAL MONTHLY NET RENT	TOTAL ANNUAL NET RENT
	1 BR	17	600	10,200	40.0%	557	489	8,313	99,756
	2 BR	3	850	2,550	40.0%	668	583	1,749	20,988
	TOTAL	20		12,750				10,062	120,744

TOTAL RESIDENTIAL INCOME				TOTAL UNITS	TOTAL MONTHLY (Net)	TOTAL ANNUAL
				50	16,479	197,748
TOTAL SQ FT - TAX CREDIT ELIGIBLE				31,500		
TOTAL SQ FT - NON-TAX CREDIT ELIGIBLE				0		
TOTAL RENTABLE SQ FT				31,500	TOTAL TCAC AFF. POINTS:	60.0

MISC. INCOME	PER-UNIT MONTHLY	TOTAL MONTHLY	TOTAL ANNUAL
Laundry/Vending	5.00	250	3,000

PROJECT-BASED RENTAL SUBSIDY - VASH & PBV				TYPE: PROJECT BASED		ASSUMED TERM (Yr): 15 YEARS			
UNIT TYPE	NUMBER	INCOME TIER	% MEDIAN INCOME AFFORDABLE	PER UNIT NET BASE RENT (W/O SECT. 8)	PER UNIT NET SECT. 8 MO. RENT	INCREMENTAL PER UNIT RENT FROM SECT. 8	MONTHLY INCREMENTAL SECT. 8 RENT	ANNUAL INCREMENTAL SECT. 8 RENT	
1 BR - VASH	22	20% AMI	20.0%	210	802	592	13,024	156,288	
1 BR - PBVs	5	20% AMI	20.0%	210	802	592	2,960	35,520	
1 BR - PBVs	17	50% AMI	40.0%	489	802	313	5,321	63,852	
2 BR - VASH	3	20% AMI	20.0%	249	1,013	764	2,292	27,504	
2 BR - PBVs	3	50% AMI	40.0%	583	1,013	430	1,290	15,480	
SUBTOTAL	50						24,887	298,644	
TOTAL RENTAL INCOME, INCLUDING UNDERWRITING AND RENTAL ASSISTANCE							41,366	496,392	

MATHER VETS VILLAGE, PHASE 3
CALCULATION OF TAX CREDITS

Version: Construction Closing - Draft 1

PAGE 3
Revised: 8-Feb-18

FEDERAL				
	ACQUIS	CONST/ REHAB	TOTAL	
TOTAL ELIGIBLE COSTS	0	14,460,056	14,460,056	
Less:				
Historic Tax Credit (Res. Portion)	0	0	0	
Non-Eligible (Federal/Grant Financing):				
<i>Business Energy Tax Credit (50% reduction)</i>		0	-	
ELIGIBLE BASIS	0	14,460,056	14,460,056	
LOWER OF BASIS LIMITS OR ELIGIBLE BASIS	0	14,460,056	14,460,056	
VOLUNTARY REDUCTION FOR TIE-BREAKER	0	3,554,107	3,554,107	
REDUCTION FROM STATE CREDIT ONLY - SP NEEDS				
REQUESTED ELIGIBLE BASIS	0	10,905,949	10,905,949	
HIGH COST ADJUSTMENT (Y or N)	Y	100.0%	130.0%	
ADJUSTED ELIGIBLE BASIS	0	14,177,733	14,177,733	
APPLICABLE FRACTION*	100.0%	100.0%		
QUALIFIED CREDIT BASIS	0	14,177,733	14,177,733	
REQUESTED QUALIFIED BASIS (For Leveraging Points)	100.0%	100.0%		
% REDUCTION: 0.00%	0	14,177,733	14,177,733	
CREDIT RATE (TCAC UNDERWRITING)	State - Total Federal Annual/Yr 1-3 State Year 4 - State	3.30%	9.00%	
Max Annual Credit for Geo Region	2,396,146	Capital/Northern	2,396,146	
125% of Geo Region			2,995,183	
Max Annual Credit Cap			2,000,000	
MAX. POTENTIAL FEDERAL CREDIT				
Credit Rates	Feb-17	3.24%	9.00%	
Potential Credit		0	1,691,827	1,691,827
MAX. CREDIT AMOUNT PER TCAC UNDERWRITING	Federal Annual	0	1,275,996	1,275,996
ACTUAL TCAC CREDIT RESERVATION	CA-17-094 Federal Annual/Total State	N/A	N/A	1,275,996
MAXIMUM ALLOWABLE CREDITS (Lesser of above)	Federal Annual/Total State	0	1,275,996	1,275,996
MAXIMUM ALLOWABLE - TEN YEAR TOTAL			12,759,960	
Aggregate Fed + State Credits for Geo Region				1,275,996
Under/(Over) Amount Available to Region (using 125% Rule)				1,719,187

First Year Federal Credit Calculation: Actual Basis Method	Y
Maximum Potential Federal Credit w/Actual Basis-Annual	1,691,827
Year 1 Wgt. Avg Lease-up (from Page 5)	41.7%
Maximum Potential Prorated Credit w/Actual Basis	704,928
TCAC Credit Reservation-Annual	1,275,996
First Year Credit (Lesser of Above)	704,928

Business Tax Credit (Photovoltaic System)	
Total Depreciable Basis	0
less: Grants/Rebates	-
less: Tax-Exempt Portion (Back-End split to GP)	-
Net Basis for Business Tax Credit	0
Credit Percentage	0%
Total Business Credit	0
Residential Portion of Business Credit	0

*APPLICABLE FRACTION				
	Number of Units	Fraction	Total Sq Ft	Fraction
Tax Credit	50	100.0000%	31,500	100.0000%
Non-Tax Credit	0	0.0000%	0	0.0000%
TOTAL	50	100.0000%	31,500	100.0000%
APPLICABLE FRACTION (Lesser of Low Income Units or Sq Ft %)				
100.0000%				

MATHER VETS VILLAGE, PHASE 3		PAGE 4
BASE YEAR INCOME/OPERATING EXPENSE STATEMENT		
Construction Closing - Draft 1	Revised:	8-Feb-18
INCOME:		
Scheduled Gross Income - Residential SH Units		77,004
Scheduled Gross Income - Residential Non-SH Units		120,744
VASH & PBV (Incremental Income)		298,644
Misc. Income		3,000
Vacancy Loss - Residential SH Units	10.0%	(7,700)
Vacancy Loss - Residential Non-SH Units	10.0%	(12,074)
Vacancy Loss - Misc. Income	10.0%	(300)
Vacancy Loss - VASH & PBV	10.0%	(29,864)
EFFECTIVE GROSS INCOME		449,453
EXPENSES - RESIDENTIAL		
Administrative		
Advertising		0
Legal		5,000
Accounting/Audit		13,500
Security		5,000
Office Expenses, Telecommunications, Supl		31,500
Total Administrative		55,000
Management Fee		29,000
Utilities		
Fuel		0
Electricity		10,500
Gas		5,000
Other		0
Total Utilities		15,500
Water/Sewer		23,000
Payroll/Payroll Taxes		
On-Site Manager/24 Hour Desk Share		80,000
Maintenance Payroll		45,200
Manager Unit Expense/(Credit)		0
Payroll Taxes/Benefits		47,576
Total Payroll/Payroll Taxes		172,776
Insurance		21,000
Real Estate Taxes		2,000
Maintenance		
Painting		5,000
Repairs		7,500
Trash Removal		12,000
Exterminating		2,500
Grounds		7,000
Elevator		15,000
Contract Labor/Supplies		22,000
Total Maintenance		71,000
Replacement Reserve		30,000
Other		
On-Site Services Coordinator		62,500
MHC Services Coordinator		25,000
Support (IT, etc. per MOU)		9,000
Annual Issuer Fee		0
Total Other		96,500
TOTAL EXPENSES - RESIDENTIAL		515,776
Per Unit Per Month (incl. Reserves)		10,316
Per Unit Per Month (w/o taxes/res/svc/issuer fe		8,426
TCAC Minimum (w/o taxes/res/svc)		4,800
NET AVAILABLE INCOME		(66,323)
Less: HCD Mandatory Interest Payment		0
NET CASH FLOW		(66,323)

LIHTC LEASE-UP SCHEDULE		
Lease-Up Start (Year):		2019
<u>Completed Lease Up by Month</u>		
<u>Month</u>	<u>No. Units</u>	<u>Percent</u>
Jan-19	0	0.0%
Feb-19	0	0.0%
Mar-19	0	0.0%
Apr-19	0	0.0%
May-19	0	0.0%
Jun-19	10	20.0%
Jul-19	10	20.0%
Aug-19	10	20.0%
Sep-19	10	20.0%
Oct-19	10	20.0%
Nov-19	0	0.0%
Dec-19	<u>0</u>	<u>0.0%</u>
TOTAL	50	100.0%
Total % Qual. Occ. in First Year		41.7%

BUILDING PLACED-IN-SERVICE SCHEDULE				
				2019
				Bldg. PIS by Month
<i>Month</i>	<i>Building No.</i>	<i>No. Units</i>	<i>Percent</i>	
Jan-19	0	0	0.0%	
Feb-19	0	0	0.0%	
Mar-19	0	0	0.0%	
Apr-19	0	0	0.0%	
May-19	0	0	0.0%	
Jun-19	2	50	100.0%	
Jul-19	0	0	0.0%	
Aug-19	0	0	0.0%	
Sep-19	0	0	0.0%	
Oct-19	0	0	0.0%	
Nov-19	0	0	0.0%	
Dec-19	0	0	0.0%	
TOTAL		50	100.0%	
Total % PIS in First Year			58.3%	

OPERATIONS SCHEDULE			
			2019
Completed Lease Up by Month			
<i>Month</i>	<i>No. Units</i>	<i>Percent</i>	
Jan-19	0	0.0%	
Feb-19	0	0.0%	
Mar-19	0	0.0%	
Apr-19	0	0.0%	
May-19	0	0.0%	
Jun-19	10	20.0%	
Jul-19	10	20.0%	
Aug-19	10	20.0%	
Sep-19	10	20.0%	
Oct-19	10	20.0%	
Nov-19	0	0.0%	
Dec-19	0	0.0%	
TOTAL	50	100.0%	
Total % Operating in First Year			41.7%

MATHER VETS VILLAGE, PHASE 3				PAGE 6
Calculation of Net Syndication Proceeds		Version: Construction C	Revised:	8-Feb-18
CALCULATION OF SYNDICATION COSTS				
Total Federal Credit (10 yr) & State Credit	12,759,960		Federal	12,759,960
LP Share	12,758,684	99.99%		12,758,684
Gross Proceeds (Total)	13,269,031			13,269,031
Gross Proceeds (net of bridge int/fees)	13,269,031			100%
Less		Comments		
Upper Tier Costs				
Attorney	55,000			55,000
Accountant	35,000			35,000
Consulting	55,000			55,000
Total Syndication Costs	145,000			145,000
Total Syndication Costs/Gross Proceeds	1.09%	(Syndication Load)		
Net Proceeds	13,124,031			13,124,031
Net Proceeds				1.02853233
Gross Proceeds - Federal/State Disaggregated				
Federal		1.04000	tax credit factor	

MATHER VETS VILLAGE, PHASE 3			PAGE 7
TCAC Basis Limit Calculation			
Version:	Construction Closing - Draft 1	Revised:	8-Feb-18

County: Sacramento						
4% or 9% Tax Credits 9%						
TCAC BASIS LIMITS			TCAC BASIS LIMIT FOR THIS PROJECT			
Year: 2017						
Unit Type	4% Credits	9% Credits	Unit Type	No. of Units	TOTAL 4% Credits	TOTAL 9% Credits
0 BR	203,046	181,763	0 BR	0	0	0
1 BR	234,110	209,571	1 BR	44	10,300,840	9,221,124
2 BR	282,400	252,800	2 BR	6	1,694,400	1,516,800
3 BR	361,472	323,584	3 BR	0	0	0
4 BR	402,702	360,493	4 BR	0	0	0
				50	11,995,240	10,737,924

BASIS CALCULATION					
TCAC Base Limits		10,737,924			
Plus: 20% for Prevailing Wage	20.0%	2,147,585			
Plus: 7% for Underground Parking	7.0%	0			
Plus: 2% for Day Care Center	2.0%	0			
Plus: 2% for 100% Special Needs	2.0%	0			
Plus: Distributive Energy (50% residential)	5.0%	0			
Plus: Distributive Energy (75% common area or 90	2.0%	0			
Plus: Exceed T24 by 45% (if new const)	4.0%	0			
Plus: 80% decrease in TDV energy use (if rehab)	4.0%	0			
Plus: Irrigate w/reclaimed, greywater, rainwater	1.0%	0			
Plus: Community gardens of 60sf/unit	1.0%	0			
Plus: Bamboo, cork, natural materials in all living ar	1.0%	0			
Plus: Bamboo, stained concrete, cork or natural m	2.0%	0			
Plus: EPA Indoor Air Plus Program	2.0%	0			
Plus: 15% for Seismic/Environmental	15.0%	0			
Plus: Up to 10% for Renewable Energy	4.0%	0			
Plus: 10% where 100% of upper floor units are ele	10.0%	1,073,792			
Plus: Local Development Impact Fees		901,892			
Plus: Additional Boost for Tax-Exempt Bonds	40.0%	0	% of Units 36-50% AMI	1.00%	
Plus: Additional Boost for Tax-Exempt Bonds	120.0%	0	% of Units <35% AMI	2.00%	
TCAC THRESHOLD BASIS LIMIT		14,861,193			
Potential Eligible Basis		14,460,056	19,319,451	Maxed Allowed Per High Cost Test	
Surplus/(Deficit)		401,137	4,859,395	Cushion for High Cost Test	
High Cost Test		97.301%			

ASSUMPTIONS:																	
Rent Increase: TCAC Rents	2.00%											Perm Loan - % Debt Svc Yr 1	0.0%				
Rent Increase: VASH/COC	2.00%											Perm Loan - % Debt Svc Yr 2	76.1%				
Expenses Increase:	3.00%																
Reserve Increase:	0.00%																
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
GROSS POTENTIAL INCOME - RESIDENTIAL SH UNITS		0	77,646	79,199	80,783	82,398	84,046	85,727	87,442	89,191	90,974	92,794	94,650	96,543	98,474	100,443	102,452
GROSS POTENTIAL INCOME - RESIDENTIAL NON-SH UNITS		50,310	121,750	124,185	126,669	129,202	131,786	134,422	137,110	139,853	142,650	145,503	148,413	151,381	154,409	157,497	160,647
Section 8/VASH PBA: Incremental Income		124,435	301,133	307,155	313,298	319,564	325,956	332,475	339,124	345,907	352,825	359,881	367,079	374,421	381,909	389,547	397,338
Misc. Income		1,250	3,025	3,086	3,147	3,210	3,274	3,340	3,407	3,475	3,544	3,615	3,687	3,761	3,836	3,913	3,991
Vacancy Loss - Residential SH Units		10.0%	0	(7,765)	(7,920)	(8,078)	(8,240)	(8,405)	(8,573)	(8,744)	(8,919)	(9,097)	(9,279)	(9,465)	(9,654)	(9,847)	(10,044)
Vacancy Loss - Residential Non-SH Units		10.0%	(5,031)	(12,175)	(12,419)	(12,667)	(12,920)	(13,179)	(13,442)	(13,711)	(13,985)	(14,265)	(14,550)	(14,841)	(15,138)	(15,441)	(15,750)
Vacancy Loss - Misc. Income		10.0%	(125)	(303)	(309)	(315)	(321)	(327)	(334)	(341)	(347)	(354)	(362)	(369)	(376)	(384)	(391)
Vacancy Loss - Section 8/VASH		10.0%	(12,444)	(30,113)	(30,716)	(31,330)	(31,956)	(32,596)	(33,247)	(33,912)	(34,591)	(35,282)	(35,988)	(36,708)	(37,442)	(38,191)	(38,955)
GROSS EFFECTIVE INCOME		158,396	453,198	462,262	471,507	480,938	490,556	500,367	510,375	520,582	530,994	541,614	552,446	563,495	574,765	586,260	597,985
TOTAL EXPENSES		202,407	491,848	506,604	521,802	537,456	553,579	570,187	587,292	604,911	623,059	641,750	661,003	680,833	701,258	722,296	743,965
NET OPERATING INCOME		(44,011)	(38,650)	(44,341)	(50,294)	(56,518)	(63,023)	(69,819)	(76,918)	(84,329)	(92,065)	(100,136)	(108,557)	(117,338)	(126,493)	(136,035)	(145,979)
REPLACEMENT RESERVE		17,500	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Mandatory Interest Payment: MHP Loan		0	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245
NET INCOME AVAILABLE FOR DEBT SERVICE		(61,511)	(93,895)	(99,586)	(105,539)	(111,763)	(118,268)	(125,064)	(132,162)	(139,574)	(147,309)	(155,381)	(163,801)	(172,583)	(181,738)	(191,280)	(201,224)
Operating Deficit Reserve																	
Initial Deposit for Rental/Operating Subsidy		260,000	320,000		350,000	2,519,478											
Deposit to Operating Deficit Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest Earned		0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Withdrawal from Operating Deficit Reserve		90,011	122,395	128,086	134,039	140,263	146,768	153,564	160,662	168,074	175,809	183,881	192,301	201,083	210,238	219,780	229,724
Remaining Balance of Operating Deficit Reserve		169,989	367,594	239,508	455,469	2,834,684	2,687,916	2,534,352	2,373,690	2,205,616	2,029,807	1,845,925	1,653,624	1,452,541	1,242,304	1,022,523	792,800
Max Allowable Draw Amount per LPA		140,000	150,000	150,000	160,000	170,000	170,000	180,000	190,000	200,000	200,000	210,000	220,000	230,000	240,000	250,000	260,000
NET CASH FLOW		28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500
Debt Service Coverage Ratio (After withdrawal from ODR)			1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
DISTRIBUTION OF CASH FLOW																	
LP Asset Management Fee		Annual Amt: 8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
Deferred Developer Fee			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership Management Fee - Current		Annual Amt: 20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Individual Receipts Loans		100.00%															
) - VHHP		100.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Partner		0.01%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Limited Partner		99.99%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

MATHER VETS VILLAGE, PHASE 3

SCHEDULE OF OUTSTANDING DEBT AND RESERVES (BOOK BASIS)

Version: Construction Closing - Draft 1

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Revised: 8-Feb-18

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
HCD - VHHP																		
Beginning Balance		6,010,651	6,010,651	6,190,971	6,346,045	6,501,120	6,656,195	6,811,270	6,966,345	7,121,419	7,276,494	7,431,569	7,586,644	7,741,718	7,896,793	8,051,868	8,206,943	8,362,018
Interest Accrued @	3.00%	0	180,320	180,320	180,320	180,320	180,320	180,320	180,320	180,320	180,320	180,320	180,320	180,320	180,320	180,320	180,320	180,320
Payment	SIMPLE	0	0	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245
Ending Balance		6,010,651	6,190,971	6,346,045	6,501,120	6,656,195	6,811,270	6,966,345	7,121,419	7,276,494	7,431,569	7,586,644	7,741,718	7,896,793	8,051,868	8,206,943	8,362,018	8,517,092
GP Loan - LISC / Measure H Funds																		
Beginning Balance		120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
Interest Accrued @	0.00%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Payment	SIMPLE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
TOTAL OUTSTANDING DEBT (BOOK BASIS)		6,130,651	6,310,971	6,466,045	6,621,120	6,776,195	6,931,270	7,086,345	7,241,419	7,396,494	7,551,569	7,706,644	7,861,718	8,016,793	8,171,868	8,326,943	8,482,018	8,637,092
Deferred Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Partnership Mgmt Fees		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OUTSTANDING DEBT+ACCRUALS (BOOK BASIS)		6,130,651	6,310,971	6,466,045	6,621,120	6,776,195	6,931,270	7,086,345	7,241,419	7,396,494	7,551,569	7,706,644	7,861,718	8,016,793	8,171,868	8,326,943	8,482,018	8,637,092

OPERATING RESERVE BALANCE																		
Previous Balance		180,343	180,343	183,950	187,629	191,381	195,209	199,113	203,096	207,157	211,301	215,527	219,837	224,234	228,719	233,293	237,959	242,718
Deposit to Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest on Reserve	2.0%	0	3,607	3,679	3,753	3,828	3,904	3,982	4,062	4,143	4,226	4,311	4,397	4,485	4,574	4,666	4,759	4,854
Withdrawal from Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		180,343	183,950	187,629	191,381	195,209	199,113	203,096	207,157	211,301	215,527	219,837	224,234	228,719	233,293	237,959	242,718	247,572

REPLACEMENT RESERVE BALANCE																		
Previous Balance		0	0	17,500	47,850	78,807	110,383	142,591	175,443	208,951	243,131	277,993	313,553	349,824	386,821	424,557	463,048	502,309
Deposit to Reserve		0	17,500	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Interest on Reserve	2.0%	0	0	350	957	1,576	2,208	2,852	3,509	4,179	4,863	5,560	6,271	6,996	7,736	8,491	9,261	10,046
Withdrawal from Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		0	17,500	47,850	78,807	110,383	142,591	175,443	208,951	243,131	277,993	313,553	349,824	386,821	424,557	463,048	502,309	542,355

TRANSITION RESERVE BALANCE																		
Previous Balance				0	479,000	488,580	498,352	508,319	518,485	528,855	539,432	550,220	561,225	572,449	583,898	595,576	607,488	619,638
Deposit to Reserve		0	0	479,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest on Reserve	2.0%	0	0	0	9,580	9,772	9,967	10,166	10,370	10,577	10,789	11,004	11,224	11,449	11,678	11,912	12,150	12,393
Withdrawal from Reserve		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		0	0	479,000	488,580	498,352	508,319	518,485	528,855	539,432	550,220	561,225	572,449	583,898	595,576	607,488	619,638	632,030

OPERATING DEFICIT RESERVE BALANCE																		
Previous Balance			0	169,989	367,594	239,508	455,469	2,834,684	2,687,916	2,534,352	2,373,690	2,205,616	2,029,807	1,845,925	1,653,624	1,452,541	1,242,304	1,022,523
osit to Reserve		0	260,000	320,000	0	350,000	2,519,478	0	0	0	0	0	0	0	0	0	0	0
rest on Reserve	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
hdrawal from Reserve		0	(90,011)	(122,395)	(128,086)	(134,039)	(140,263)	(146,768)	(153,564)	(160,662)	(168,074)	(175,809)	(183,881)	(192,301)	(201,083)	(210,238)	(219,780)	(229,724)
ling Balance		0	169,989	367,594	239,508	455,469	2,834,684	2,687,916	2,534,352	2,373,690	2,205,616	2,029,807	1,845,925	1,653,624	1,452,541	1,242,304	1,022,523	792,800

L RESERVES BALANCE		180,343	371,439	1,082,073	998,276	1,259,413	3,684,707	3,584,939	3,479,316	3,367,552	3,249,356	3,124,422	2,992,433	2,853,061	2,705,967	2,550,798	2,387,188	2,214,757
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MATHER VETS VILLAGE, PHASE 3																		
SCHEDULE OF OUTSTANDING DEBT AND FEE ACCRUAL (TAX BASIS)																		
Version: Construction Closing - Draft 1																		
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
			2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
HCD - VHHP																		
Beginning Balance		6,010,651	6,010,651	6,010,651	6,067,190	6,150,410	6,235,117	6,321,339	6,409,102	6,498,434	6,589,363	6,681,917	6,776,126	6,872,020	6,969,627	7,068,980	7,170,109	7,273,045
Interest Accrued @ OID or AFR Rate	1.788%	0	0	81,784	108,464	109,952	111,466	113,008	114,577	116,174	117,799	119,454	121,138	122,852	124,597	126,373	128,181	130,022
Annual Payment		0	0	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245	25,245
Ending Balance		6,010,651	6,010,651	6,067,190	6,150,410	6,235,117	6,321,339	6,409,102	6,498,434	6,589,363	6,681,917	6,776,126	6,872,020	6,969,627	7,068,980	7,170,109	7,273,045	7,377,822
GP Loan - LISC / Measure H Funds																		
Beginning Balance		120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
Interest Accrued @ OID or AFR Rate	0.000%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Annual Payment		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ending Balance		120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000
TOTAL OUTSTANDING DEBT (TAX BASIS)		6,130,651	6,130,651	6,187,190	6,270,410	6,355,117	6,441,339	6,529,102	6,618,434	6,709,363	6,801,917	6,896,126	6,992,020	7,089,627	7,188,980	7,290,109	7,393,045	7,497,822
Deferred Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Partnership Mgmt Fees		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OUTSTANDING DEBT+ACCRUALS (TAX BASIS)		6,130,651	6,130,651	6,187,190	6,270,410	6,355,117	6,441,339	6,529,102	6,618,434	6,709,363	6,801,917	6,896,126	6,992,020	7,089,627	7,188,980	7,290,109	7,393,045	7,497,822

MATHER VETS VILLAGE, PHASE 3

SCHEDULE OF DEDUCTIONS

Version: Construction Closing - Draft 1

Revised: 8-Feb-18

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ASSUMPTIONS:																			
Depreciation:		Bldg-Residential			Bldg-Commercial		Site Improvements			Personal Property			First Year PIS	Bonus Depr					
		General Ptr	100.0%	30.0 straight line	30.0 straight line		90.0% 20 Yr SL			90.0% 9 Yr SL			58%	100%					
		Limited Ptr	0.0%	27.5 straight line	27.5 straight line		10.0% 15 Yr 150% DB			10.0% 5 Yr DDB									
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		AMOUNT	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
DEPRECIATION SCHEDULE																			
30 years straight line - Residential		13,610,717		264,653	453,691	453,691	453,691	453,691	453,691	453,691	453,691	453,691	453,691	453,691	453,691	453,691	453,691	453,691	453,691
27.5 year straight line - Residential		0		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Site Improvements (20 yr SL.)		719,405		20,983	35,970	35,970	35,970	35,970	35,970	35,970	35,970	35,970	35,970	35,970	35,970	35,970	35,970	35,970	35,970
Site Improvements (15 yr 150% decl. bal.)		79,934		79,934	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Personal Property (9 yr SL)		45,000		2,917	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	2,083	0	0	0			
Personal property (5 yr d/d bal.)		5,000		5,000	0	0	0	0	0	0	0								
SUBTOTAL		14,460,056	0	373,486	494,661	494,661	494,661	494,661	494,661	494,661	494,661	494,661	491,744	489,661	489,661	489,661	489,661	489,661	489,661
Check to Budget		14,460,056																	
AMORTIZATION SCHEDULE																			
TCAC Application/Res/Monitoring Fee		73,540		3,064	7,354	7,354	7,354	7,354	7,354	7,354	7,354	7,354	7,354	4,290	0	0	0	0	0
Title/Recording/Escrow - Permanent		10,000		0	138	182	182	182	182	182	182	182	182	182	182	182	182	182	182
Legal: Permanent Closing		5,000		0	69	91	91	91	91	91	91	91	91	91	91	91	91	91	91
Market Study (TCAC)		10,000		417	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	583	0				
Legal: Organization of Partnership		5,000		5,000															
SUBTOTAL		103,540	0	8,481	8,562	8,627	8,627	8,627	8,627	8,627	8,627	8,627	8,627	5,146	273	273	273	273	273
Check to Budget		103,540																	
COSTS EXPENSED																			
Audit/Cost Certification		35,000		35,000	0														
Marketing/Rent-Up		240,000		240,000	0														
LP Asset Management Fee		0		8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500
Partnership Management (Paid)		0		20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
SUBTOTAL		275,000	0	303,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500	28,500
Check to Budget		275,000																	
INTEREST EXPENSED - ACCRUED/PAID																			
Interest - Soft Second # 1		HCD - VHHP		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest- Expensed Constr. Period Interest				254,770	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL			0	254,770	81,784	108,464	109,952	111,466	113,008	114,577	116,174	117,799	119,454	121,138	122,852	124,597	126,373	128,181	130,022
L DEDUCTIONS			0	940,237	613,506	640,252	641,740	643,254	644,795	646,364	647,961	649,587	648,325	644,445	641,286	643,031	644,807	646,615	648,455

AGE

ASSUMPTIONS:																		
Marginal Tax Rate - Federal	21.0%																	
Marginal Tax Rate - State	0.0%																	
Effective Combined Marginal Tax Rate	21.0%																	
		Credit Period Year:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
LOSSES																		
Net Operating Income		0	(44,011)	(38,650)	(44,341)	(50,294)	(56,518)	(63,023)	(69,819)	(76,918)	(84,329)	(92,065)	(100,136)	(108,557)	(117,338)	(126,493)	(136,035)	(145,979)
Total Deductions		0	940,237	613,506	640,252	641,740	643,254	644,795	646,364	647,961	649,587	648,325	644,445	641,286	643,031	644,807	646,615	648,455
Total Taxable Income (Loss)		0	(984,248)	(652,156)	(684,593)	(692,034)	(699,772)	(707,818)	(716,184)	(724,879)	(733,916)	(740,389)	(744,581)	(749,843)	(760,369)	(771,300)	(782,650)	(794,434)
AFTER TAX VALUE OF LOSSES																		
Allowable Losses (adj. for min. gain)		0	(984,248)	(652,156)	(684,593)	(692,034)	(699,772)	(707,818)	(716,184)	(724,879)	(733,916)	(740,389)	(744,581)	(749,843)	(760,369)	(771,300)	(782,650)	(794,434)
After Tax Value of Losses	21.0%	0	206,692	136,953	143,765	145,327	146,952	148,642	150,399	152,225	154,122	155,482	156,362	157,467	159,677	161,973	164,357	166,831
General Partner Share	0.01%	0	21	14	14	15	15	15	15	15	15	16	16	16	16	16	16	17
Limited Partner Share	99.99%	0	206,671	136,939	143,750	145,313	146,937	148,627	150,384	152,209	154,107	155,466	156,346	157,451	159,661	161,957	164,340	166,814
			99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%	99.99%
YEAR 12 LOSSES																		
GP SHARE:	0.00%																	
LP SHARE:	100.00%																	
TAX CREDITS																		
Business Energy Tax Credit			0															
Federal Tax Credits		0	704,928	1,275,996	1,275,996	1,275,996	1,275,996	1,275,996	1,275,996	1,275,996	1,275,996	1,275,996	571,068	0	0	0	0	0
State Tax Credits			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(deduct state credit @ Federal MTR)	21.0%		0	0	0	0												
Assuming Actual Basis Methodology - 1st Year Credits																		
TOTAL TAX CREDITS			704,928	1,275,996	1,275,996	1,275,996	1,275,996	1,275,996	1,275,996	1,275,996	1,275,996	1,275,996	571,068	0	0	0	0	0
General Partner Share	0.01%		70	128	128	128	128	128	128	128	128	128	57	0	0	0	0	0
Limited Partner Share	99.99%		704,857	1,275,868	1,275,868	1,275,868	1,275,868	1,275,868	1,275,868	1,275,868	1,275,868	1,275,868	571,011	0	0	0	0	0
TOTAL AFTER TAX BENEFITS			911,620	1,412,949	1,419,761	1,421,323	1,422,948	1,424,638	1,426,395	1,428,221	1,430,118	1,431,478	727,430	157,467	159,677	161,973	164,357	166,831
General Partner Share	0.01%		91	141	142	142	142	142	143	143	143	143	73	16	16	16	16	17
Limited Partner Share	99.99%		911,529	1,412,808	1,419,619	1,421,181	1,422,806	1,424,495	1,426,252	1,428,078	1,429,975	1,431,335	727,358	157,451	159,661	161,957	164,340	166,814
LIMITED PARTNER CAPITAL CONTRIBUTIONS																		
		1,586,361	10,615,225	1,067,445	0	0	0	0	0	0								

	Credit Period Ye.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
LIMITED PARTNER SHARE																	
Adjusted Basis @ 99.99%		14,086,607	13,591,996	13,097,385	12,602,773	12,108,162	11,613,551	11,118,939	10,624,328	10,129,716	9,638,021	9,148,410	8,659,664	8,170,003	7,680,342	7,190,681	6,701,020
Outstanding Nonrecourse Debt @ 99.99%		6,130,038	6,186,572	6,269,783	6,354,482	6,440,695	6,528,449	6,617,772	6,708,692	6,801,237	6,895,437	6,991,320	7,089,627	7,188,980	7,290,109	7,393,045	7,497,822
Minimum Gain		0	0	0	0	0	0	0	0	0	0	0	0	0	0	202,364	796,802
CAPITAL ACCOUNT																	
Beg. of Yr Capital Account Balance		0	902,211	8,093,312	7,408,787	7,066,823	9,556,599	8,848,851	8,132,739	7,407,933	6,674,090	5,933,775	5,189,268	4,439,500	3,679,208	2,907,985	2,125,413
Capital Contributions		1,886,361	7,843,192	0	350,000	3,189,478	0	0	0	0	0	0	0	0	0	0	0
Annual Losses @ 99.99%		(984,150)	(652,091)	(684,525)	(691,965)	(699,702)	(707,748)	(716,112)	(724,806)	(733,842)	(740,315)	(744,507)	(749,768)	(760,293)	(771,223)	(782,572)	(794,355)
Allowable Losses (to extent of minimum gain)		(984,150)	(652,091)	(684,525)	(691,965)	(699,702)	(707,748)	(716,112)	(724,806)	(733,842)	(740,315)	(744,507)	(749,768)	(760,293)	(771,223)	(782,572)	(794,355)
Cash Flow		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
(cap acct before min gain adjustment)		902,211	8,093,312	7,408,787	7,066,823	9,556,599	8,848,851	8,132,739	7,407,933	6,674,090	5,933,775	5,189,268	4,439,500	3,679,208	2,907,985	2,125,413	1,331,058
End of Year Capital Account Balance		902,211	8,093,312	7,408,787	7,066,823	9,556,599	8,848,851	8,132,739	7,407,933	6,674,090	5,933,775	5,189,268	4,439,500	3,679,208	2,907,985	2,125,413	1,331,058
Marginal Tax Rate	21.0%																
Tax Benefit/(Liability) on Sale @ \$1		189,464	1,699,596	1,555,845	1,484,033	2,006,886	1,858,259	1,707,875	1,555,666	1,401,559	1,246,093	1,089,746	932,295	772,634	610,677	446,337	279,522
Gross-Up Factor (for taxes on gain due to tax payment)	79.00%																
Total GP Obligation on Sale: LP Tax Liability + Gross-Up		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

ASSUMPTIONS:								
Marginal Tax Rate			21.0%					
TAX CREDIT YEAR	DATE	LIMITED PARTNER PAY-INS	AFTER-TAX VALUE OF LOSSES	TOTAL LTD PTR FED TAX CREDITS*	TOTAL LTD PTR CAL. TAX CREDITS	TAX BENEFIT/ (LIABILITY) UPON SALE	TOTAL LTD PTR TAX BENEFITS	CUMULATIVE RATIO OF BENEFITS TO LTD PTR PAY-INS
	2017	0					0	
	2018	1,586,361	0	0	0		0	0.00
1	2019	300,000	206,671	704,857	0		911,529	0.00
2	2020	7,843,192	136,939	1,275,868	0		1,412,808	0.29
3	2021	0	143,750	1,275,868	0		1,419,619	0.46
4	2022	350,000	145,313	1,275,868	0		1,421,181	0.61
5	2023	3,189,478	146,937	1,275,868	0		1,422,806	0.56
6	2024	0	148,627	1,275,868	0		1,424,495	0.69
7	2025	0	150,384	1,275,868			1,426,252	0.81
8	2026	0	152,209	1,275,868			1,428,078	0.93
9	2027	0	154,107	1,275,868			1,429,975	1.05
10	2028		155,466	1,275,868			1,431,335	1.18
11	2029		156,346	571,011			727,358	1.24
12	2030		157,451	0			157,451	1.25
13	2031		159,661	0			159,661	1.26
14	2032		161,957				161,957	1.28
15	2033		164,340				164,340	1.29
16	2034		166,814			279,522	446,337	1.33
17	2035		0			0	0	1.33
TOTAL		13,269,031	2,506,974	12,758,684	0	279,522	15,545,181	

*Includes Historic and/or Energy Tax Credits in year placed in service.

MATHER VETS VILLAGE, PHASE 3				PAGE 13
Net Quarterly Benefit Schedule (IRR)				
Version:	Construction Closing - Draft 1		Revised:	8-Feb-18
	Begin Construction	3/20/18		
	Const. Complete	6/1/19		
	Begin Lease Up	6/1/19		
	100% Occupancy	10/31/19		
	Perm Conversion	4/1/20		
	Form 8609	10/1/20		
	7th Contrib/ODR	11/1/22		
	8th/Final/ODR	11/1/23		
INTERNAL RATE OF RETURN:		4.19%		
YEAR	INVESTMENT	TOTAL QUART. BENEFITS	NET QUART. BENEFITS	THRESHOLD
2017	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
2018	-1,586,361	0	-1,586,361	LP Admission
	0	0	0	
	0	0	0	
	0	0	0	
2019	0	227,882	227,882	
	-300,000	227,882	-72,118	
	0	227,882	227,882	
	0	227,882	227,882	
2020	0	353,202	353,202	
	-7,593,192	353,202	-7,239,990	Perm Conversion
	-250,000	353,202	103,202	Form 8609/TR
	0	353,202	353,202	
2021	0	354,905	354,905	
	0	354,905	354,905	
	0	354,905	354,905	
	0	354,905	354,905	
2022	0	355,295	355,295	
	0	355,295	355,295	
	0	355,295	355,295	
	-350,000	355,295	5,295	7th/ODR
2023	0	355,701	355,701	
	0	355,701	355,701	
	0	355,701	355,701	
	-3,189,478	355,701	-2,833,777	8th/Final/ODR
2024	0	356,124	356,124	
	0	356,124	356,124	
	0	356,124	356,124	
	0	356,124	356,124	
2025	0	356,563	356,563	
	0	356,563	356,563	
	0	356,563	356,563	
	0	356,563	356,563	
2026		357,019	357,019	
		357,019	357,019	
		357,019	357,019	
		357,019	357,019	
2027		357,494	357,494	
		357,494	357,494	
		357,494	357,494	
		357,494	357,494	
2028		357,834	357,834	
		357,834	357,834	
		357,834	357,834	
		357,834	357,834	
2029		181,839	181,839	
		181,839	181,839	
		181,839	181,839	
		181,839	181,839	
2030		39,363	39,363	
		39,363	39,363	
		39,363	39,363	
		39,363	39,363	
2031		39,915	39,915	
		39,915	39,915	
		39,915	39,915	
		39,915	39,915	
2032		40,489	40,489	
		40,489	40,489	
		40,489	40,489	
		40,489	40,489	
2033		41,085	41,085	
		41,085	41,085	
		41,085	41,085	
		41,085	41,085	
2034		111,584	111,584	
		111,584	111,584	
		111,584	111,584	
		111,584	111,584	
	13,269,031	15,545,181	2,276,150	

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Darcy Goulart, Principal Planner



SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DE NOVO PLANNING GROUP IN AN AMOUNT NOT TO EXCEED \$170,954 FOR A TERM OF MARCH 5, 2018 TO JUNE 30, 2019, FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE RANCH DEVELOPMENT PROJECT

RECOMMENDATION

Adopt Resolution No. 36-2018.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will authorize the City Manager to execute a contract with De Novo Planning Group in an amount not to exceed \$170,954 for a term of March 5, 2018 to June 30, 2019, for the preparation of an Environmental Impact Report for The Ranch development project.

ANALYSIS

K. Hovnanian submitted an application for a 530-acre project consisting of 1,328 single family units, including 637 age restricted single-family active adult units, six acres of commercial and five acres of multi-family. The proposal is considered a project under the California Environmental Quality Act (CEQA) and has potential environmental impacts that rise to the level of needing an Environmental Impact Report (EIR).

In December 2017, the City sent out a Request for Proposal (RFP) and received four proposals from firms within the region. After a thorough review of all proposals, De Novo Planning Group was the firm selected to prepare the EIR. The contract amount is \$170,954 and includes various required tasks for the preparation of an EIR. **Attachment 2** to the staff report includes the Professional Services Agreement, as well as the proposed scope of work, schedule and budget. The applicant, K. Hovnanian will fully fund the cost of the EIR. Additional details regarding funding are provided in the fiscal impact section of the staff report.

FISCAL IMPACT

The contract is funded by K. Hovnanian, the applicant for The Ranch development project. The City will enter into a reimbursement agreement with the applicant, which requires an initial deposit of \$66,745. This amount covers costs associated with Task 1 and 2 and 50% of Task 3. Additionally, at no time shall the deposit amount drop below \$15,000. When the deposit is

nearing the minimum amount, the applicant will be notified to submit additional funds. If funds are not deposited within 10 days of a request, the City can cease processing all work related to the EIR.

ATTACHMENTS

1. Resolution No. 36-2018.
2. Exhibit A to the Resolution – Contract No. 23-2018.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 36-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH DE NOVO PLANNING GROUP FOR AN AMOUNT NOT TO
EXCEED \$170,954 FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT
REPORT FOR THE RANCH DEVELOPMENT PROJECT**

WHEREAS, the City of Rancho Cordova wishes to contract with De Novo Planning Group for the preparation of an Environmental Impact Report for The Ranch development project; and

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

WHEREAS, adoption of this Resolution will authorize the City Manager to execute Contract No. 23-2018 for an amount not to exceed \$170,954 for a term beginning March 5, 2018 and ending June 30, 2019; and

WHEREAS, the applicant, K. Hovnanian at Jaeger Ranch LLC will be responsible for all costs incurred by De Novo Planning Group for an amount not to exceed \$170,954; and

WHEREAS, the City will enter into a separate Reimbursement Agreement with K. Hovnanian at Jaeger Ranch LLC for the amount of \$170,954.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a professional services agreement with De Novo Planning Group, in a form substantially similar to that attached as **Exhibit A**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of March, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTACHMENT 1

ATTEST:

Stacy Leitner, City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
DE NOVO PLANNING GROUP**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and De Novo Planning Group, a corporation ("Professional") as of March 5, 2018.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2019 the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$170,954 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

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invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 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 pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever

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incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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

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

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of

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the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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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 to cover hired autos and non-owned autos. 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. Hovnanian Enterprises Inc., its subsidiaries and affiliated companies as Owner and General Contractor shall be covered as additional insured.
- c. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- d. 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.
- e. 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.
- f. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14)

days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) (aggregate) covering the licensed professionals' errors and omissions.

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

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

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

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

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original

endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors shall meet the following minimum insurance coverage requirements:

- a. General liability: One million dollars per occurrence and two million dollars aggregate.
- b. Automobile: One million dollars per occurrence and aggregate.
- c. Professional Liability: One million dollars per occurrence and aggregate.
- d. Workers' Compensation: Statutory requirements when applicable.

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.

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of the Professional shall only apply to the Professional's share of willful misconduct or negligent acts and shall not extend to willful misconduct or negligent acts by the City or others. 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

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court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, 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 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

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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.

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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;**

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8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or

8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Professional's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

Section 10. MISCELLANEOUS PROVISIONS.

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

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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,

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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.

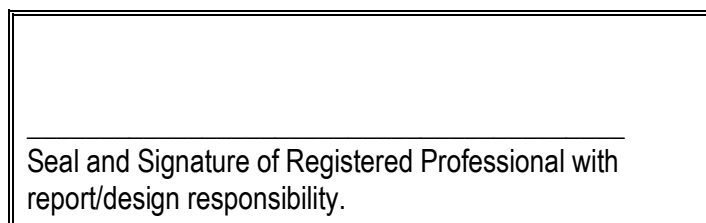
10.9 Contract Administration. This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Professional shall be sent to:
Beth Thompson
De Novo Planning Group
1020 Suncast Lane, # 106
El Dorado Hills, CA 95762

Email Address (for Insurance Update Requests)
bthompson@denovoplanning.com

Any written notice to City shall be sent to:
Darcy Goulart, Principal Planner
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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



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

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

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Date: _____

Beth Thompson, Principal

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

Last Revised July 31, 2012

EXHIBIT A
SCOPE OF SERVICES

B. PROJECT UNDERSTANDING AND APPROACH

This proposal has been prepared by De Novo Planning Group in response to the City of Rancho Cordova Request for Proposal (RFP) for an Environmental Impact Report (EIR) for The Ranch.

Our team has thoroughly reviewed the City's RFP, including the project description, scope of work, the technical studies and technical scopes of work, and other available City documents and resources. We are confident that we have assembled an excellent team of environmental specialists that will successfully deliver The Ranch EIR.

Our team is dedicated to ensuring a process that is transparent, open, technically sound, and inclusive of all key stakeholders that wish to participate in the CEQA process. As described in greater detail below, our firm principals will be personally involved in every aspect of this work program from start to finish. We have successfully completed EIRs for large and controversial projects utilizing the approaches presented in this proposal, and we strongly encourage the City to contact our references. Our team brings unparalleled energy, enthusiasm, and dedication to each of our projects, and we are excited about this opportunity to provide professional environmental planning services to the City.

Project Understanding

Project Characteristics

De Novo Planning Group understands that the City of Rancho Cordova is processing an application for The Ranch and seeks a consultant to prepare the EIR for the project.

The Ranch would develop approximately 1,325 single family residential units, including 645 age-restricted units, 5 acres of affordable housing, and 6 acres of commercial uses. The project Applicant Team proposes to develop the single-family residential portion; the multi-family and commercial uses would be likely be developed by others. The Ranch includes a 13.3-acre public park, 2.14 miles of public trails, 7 acres of recreation and community uses in the age-restricted portion, and paseos throughout the project to provide connectivity and off-road walkability.

The project site has significant wetland features (21.53 acres of jurisdictional wetlands); a 198-acre nature preserve area is proposed that would be established to conserve 14.94 acres of wetlands in perpetuity. The remaining 6.59 acres of wetlands would be mitigated through on-site wetland creation, purchase of in-kind wetland mitigation, or payment of in-lieu fees at an approved mitigation bank.

On-site infrastructure would include access roads, a bicycle and pedestrian trail network, water and sewer infrastructure, and storm drainage improvements, including storm water detention basins that would also serve nearby communities. Roadway improvements would include widening of Rancho Cordova Parkway to four lanes with a divided median and extension of Chrysanthy Boulevard from Rancho Cordova Parkway to eastern boundary of the proposed project. The project may require upgrade of an existing sewer lift station that serves eastern Rancho Cordova.

The project site is designated Suncreek Preserve Planning Area by the General Plan. The General Plan anticipated a mix of uses for the project site, including a mix of residential densities, a local town center, park and open space uses, and an area dedicated for natural resources.

Project Background

The Ranch project site has been the subject of previous environmental review. The project site is located within the Sunrise Douglas Community Plan and Sunridge Specific Plan areas, which were approved by Sacramento County prior to the incorporation of the City.

In 2006, the City certified the Preserve at Sunridge EIR and subsequently approved entitlements for the Preserve at Sunridge project. The Preserve at Sunridge project was proposed on the same site as the currently proposed The Ranch project. The Preserve at Sunridge included 2,703 dwelling units (both single family and multi-family residential) commercial and office, neighborhood parks, an elementary school, detention/water quality basins, an open space/wetland preserve, pedestrian facilities, bikeways, and parkways/drainage corridors. The project included a 92.4-acre wetland preserve located at the southwest corner of the project site.

On September 5, 2006 following the City's approval of the Preserve at Sunridge project, the California Native Plant Society (CNPS) filed a petition for writ of mandate in Sacramento County Superior Court seeking to set aside the City's actions. The case was litigated in Superior Court and appealed to the Court of Appeal, Third Appellate District. On March 24, 2009, the Third Appellate District filed an opinion upholding the judgment of the Superior Court with respect to the determination of the project's inconsistency with the City's General Plan regarding interconnection of preserved habitat areas that support special-status plant and animal species, and regarding mitigation on such species. The case was sent back to the Sacramento County Superior Court, which entered final judgment issuing a peremptory writ of mandate on September 28, 2009. The writ of mandate nullified all of the City's approvals for the project, including certification of the EIR.

During the course of the court proceedings, ownership of the project site was transferred to K. Hovnanian Communities. The project was redesigned and resubmitted as the Ranch at Sunridge to the City in 2010. In 2011, the City issued a Notice of Preparation for an Environmental Impact Report/Environmental Impact Statement. The EIR/EIS was not completed.

The project Applicant Team has submitted an application to the U.S. Army Corps of Engineers for a Clean Water Act (CWA) Section 404 permit associated with discharges of fill material into waters of the United States for fill 6.37 acres of waters of the United States and temporary impacts to approximately 0.01 acres of waters of the United States. The permit is being processed by the U.S. Army Corps of Engineers and a determination by the U.S. Army Corps of Engineers regarding the appropriate NEPA documentation for the project is anticipated in early 2018.

Technical Documentation

The Applicant Team has provided or is in the process of providing the following technical reports and documentation:

- Aquatic Resources Assessment (Wetland Delineation), Foothill Associates 2017
- Biological Assessment, Foothill Associates 2017
- Special Status Species Report, Foothill Associates 2017
- Determination of Eligibility and Effect (Cultural Determination), Peak 2005
- Traffic Impact Analysis (pursuant to Kimley Horn Scope of Work 2017)
- Drainage Study (pursuant to City of Rancho Cordova Scope of Work 2017)

We assume that the technical reports and documentation will be sufficient to complete the EIR, with minor updating or clarification by the Applicant Team where necessary. De Novo's approach to the use of existing technical information is as follows:

- Each report or study will be carefully and thoroughly reviewed by De Novo Planning Group to ensure that the report provides adequate information and analysis for use in preparing the EIR. If additional updating or clarification is necessary, De Novo Planning Group will provide the City with a memo that identifies any areas that may require additional analysis or expanded discussion prior to use of the materials for preparation of the EIR. If it is determined that critical topics are not addressed in a specific report, these topics or issues will be identified, and a description of the analysis required will be included in the peer review summary memo.
- De Novo anticipates that the City Engineer will review the Traffic Analysis, Preliminary Hydrology Report, Preliminary Grading and Utility Plans, and Geotechnical Report to ensure that the studies meet the City's requirements and standards.

This scope of work assumes that if corrections or deficiencies in the Applicant's technical reports are identified, that the Applicant Team will assume responsibility for amending or correcting the report to the satisfaction of the De Novo Planning Group and City staff. It is also assumed that if environmental topics or analyses are missing or omitted from the Applicant's reports, that these topics will be adequately addressed by the Applicant Team during their efforts to correct and expand the reports in response to the review summary memos prepared by the De Novo team. Our intent is to make the greatest use possible of the Applicant's materials. This scope of work includes only the preparation of studies and analyses explicitly described in this EIR work program.

CEQA COMPLIANCE

The Ranch is a "project" as defined by CEQA and the City has determined that the project requires a project-level Environmental Impact Report (EIR). In accordance with the CEQA guidelines, the EIR is an informational document intended to inform public decision-makers, responsible or interested agencies, and the general public of the potential environmental effects

of the project. Section 15121(a) of the CEQA Guidelines defines an EIR as an informational document that will:

“...inform public agency decision-makers and the public generally of the significant environmental effects of a project, identify possible ways to minimize the significant effects, and describe reasonable alternatives to the project.”

The primary objectives of our scope of work are completion of an Initial Study, EIR, Mitigation Monitoring Plan, Findings of Fact, and, if necessary, Statement of Overriding Considerations that meet the requirements of the State planning laws and the CEQA Guidelines and are consistent with case law.

Project Issues

Based on our review of the RFP, technical documentation, and previous environmental documents, De Novo anticipates that the Environmental Impact Report for The Ranch EIR will need to address all issues identified in the CEQA Initial Study Checklist (CEQA Guidelines Appendix G), with the exception of Agriculture and Forestry Resources. Given the history of the project site, known regional issues, and the presence of significant natural resources on the project site, we anticipate unique or complex issues associated with the following:

- *Preserve at Sunridge EIR:* Issues raised as significant in the Preserve at Sunridge EIR will need to be addressed in The Ranch EIR to the extent that the issues pertain to The Ranch EIR and continue to be relevant.
- *Coordination with Resource Agencies - Biological Resources/Wetlands:* Given the Project's history as well our experience in preparing high-profile project-level EIRs for complex projects and our knowledge of conditions in the region, we anticipate the strong need for early and on-going coordination with natural resource agencies (i.e., US Army Corps of Engineers, California Department of Fish and Wildlife). The project site includes 21.53 acres of waters of the United States, comprising 2.92 acres of depressional seasonal wetlands, 15.04 acres of vernal pools, 1.66 acres of riverine seasonal wetlands, 0.06 acres of seasonal wet swale, 1.54 acres of intermittent drainage, and 0.30 acres of detention basin outfall and has a high potential to support a number of special-status wildlife and plant species as described in the Biological Resources Assessment (Foothill Associates, 2017). The EIR will need to address the extent of impacts to special-status species, sensitive habitats, and waters of the United States. The City and Applicant Team will need to be responsive to the US Army Corps of Engineers requirements for the Section 404 permit, including compliance with NEPA. While this proposal does not include preparation of a NEPA document, we can provide an amended Scope of Work if the City determines a joint Environmental Impact Report/Environmental Impact Statement is necessary for the Project.
- *Coordination with Utility Providers – Adequate Water Supply, Groundwater Demand and Quality, and Sewer Demand:* We anticipate the need for to coordinate with service and utility providers, in particular Sacramento County Water Agency and Sacramento Area

Sanitation District). We anticipate that the utility and service providers serving the Project site will require the Applicant to provide detailed utility plans and associated capacity assessments. While the water, sewer, and drainage conditions in the Project area have been extensively examined by the previous projects proposed on the Project site and by the bordering Specific Plans, we anticipate consultation with each utility and service provider will be necessary. We further anticipate that the Applicant Team will be required to provide updated analysis and documentation to address the Project's specific demands and consistency with utility and service provider master plans, and that an updated Water Supply Assessment will be required for the Project.

- *General Plan Consistency:* The EIR will need to provide a thorough analysis of consistency with the City's General Plan policies that avoid or reduce environmental impacts. We anticipate providing a detailed discussion of General Plan consistency in the Land Use and Planning section of the EIR and including an appendix that includes a detailed, policy-level analysis of General Plan consistency related to environmental issues.

C. TECHNICAL SCOPE OF SERVICES

Task 1 – Project Initiation

Within one week of project commencement, the De Novo team will meet with City staff and the Applicant Team to discuss the following:

- Refinement of project work scope and schedule,
- City preferences for point of contact, method of communication, meeting responsibilities,
- project updates, etc.,
- Collection of relevant background documents (adopted documents, reports, and studies), and
- Project deliverables.

We will provide the City with a spreadsheet of project tasks and deliverables that we will use to track progress on the EIR. This spreadsheet will be updated monthly and provided to the City with our regular status report.

Following the kick-off meeting, we will submit a memo to the City summarizing the outcome of the meeting.

Task 2 – Project Description and Notice of Preparation/Scoping

Project Description

De Novo will prepare a detailed description including text and graphics utilizing project information provided by the City and Applicant. The project description will include a regional and local setting, project history, description of existing and planned land uses, statement of project objectives, and a description of project characteristics and important features. A description of City discretionary actions and entitlements will be provided as well as a list of responsible and other agencies expected to use the product document in decision making and a list of outside agency approvals for which the product document will be used. We will provide the draft project description to the City for review and comment. Upon receipt of comments from the City, we will finalize the project description for use in the Notice of Preparation (NOP)/Initial Study.

Notice of Preparation/Initial Study

De Novo will prepare the Notice of Preparation/Initial Study that will define the scope of the environmental analysis. The NOP will provide a detailed description of the Project. The Initial Study and will clearly identify environmental issues that will be analyzed in the Draft EIR. The General Plan EIR will be used to streamline the environmental review of The Ranch, where feasible and appropriate. The Notice of Preparation/Initial Study will provide a detailed description of impacts that are anticipated to be less than significant or no impact and that will not be addressed in detail in the Draft EIR. It is anticipated that impacts to Agricultural and

Forestry Resources will be identified as less than significant and will not require analysis in the EIR as there are no designated farmlands on the Project site and the site is void of forestry and timber resources.

An administrative draft of the NOP/Initial Study will be prepared for City review. Upon two reviews by City staff of the NOP and Initial Study, De Novo will prepare the final NOP/Initial Study for public distribution by the City. During the 30-day review period for the NOP, De Novo will facilitate a public scoping meeting. After completion of the scoping meeting, De Novo will provide the City with a summary of environmental issues raised.

Technical Report Review

Each of the reports prepared by the Applicant Team or for the project site will be reviewed by De Novo Planning Group in order to ensure that the report addresses the range of issues necessary to complete the EIR analysis. Our review and use of existing technical studies and documentation will carefully consider the comments raised through the scoping process, including NOP and scoping meeting comments, as well as issues that need to be addressed to ensure the requirements of CEQA are met.

This proposal assumes that any corrections or edits identified during the peer reviews will be completed by the original report preparers or the Applicant Team.

Task 3 - Draft Environmental Impact Report

Administrative Draft Environmental Impact Report

The Draft EIR will be a Project EIR prepared consistent with the requirements of CEQA and the State CEQA Guidelines. The Draft EIR will be a readable, useful document that clearly describes the direct and indirect environmental effects of the proposed Project. The Draft EIR will consist of the chapters described below.

Executive Summary

This section will summarize the characteristics of the Project, describe areas of controversy, and provide a concise summary matrix of the Project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines §15123. Alternatives to the Project will be summarized and the environmentally superior alternative will be identified.

Chapter 1: Introduction

This section will describe the purpose of the EIR, CEQA Guidelines and Public Resource Code requirements for a Project EIR, environmental issues addressed adequately under the General Plan EIR, document organization, and the EIR review and certification process.

Chapter 2: Project Description

This section of the Draft EIR will consist of a detailed description of the Ranch project, including the location, proposed actions, construction and operational details, the project's goals and objectives, and the relationship of the project to the General Plan. This section will also present the City's and other agency involvement in the project approval process, and the use of the EIR

by other agencies. This section will be consistent with the requirements of State CEQA Guidelines §15124.

Chapter 3: Environmental Setting, Impacts, and Mitigation Measures

This section will provide the baseline setting, general assumptions, and environmental analysis used in determining the environmental effects of the proposed project. For each environmental issue area, the following key components will be discussed in detail:

Existing Setting – This component will describe the existing environmental conditions within and around the City as they pertain to the Project and Project site.

Regulatory Framework – This component will address federal, state, and local regulations, programs, and/or plans that apply to the Project. De Novo Planning Group will review and summarize relevant federal, state, and local laws and relevant programs and plans adopted by resource agencies (US Fish and Wildlife Service, US Army Corps of Engineers, California Department of Fish and Wildlife, Caltrans), service providers (Sacramento County Water Agency, Sacramento Area Sewer District, Elk Grove Unified School District, Sacramento Metropolitan Fire District), and the City (General Plan, Municipal Code, adopted plans and guidelines for traffic, stormwater, etc.).

Thresholds of Significance – Thresholds of significance will be identified for each environmental topic based on the requirements of CEQA, City policies and standards, and applicable standards of other agencies (Sacramento Metropolitan Air Quality Management District, CA Department of Fish and Wildlife, Caltrans, etc.)

Impacts and Mitigation Measures – The analysis in the EIR will address the following issue areas:

Aesthetics: The existing project site is undeveloped and consists primarily of annual grassland, with areas of wetlands, and is crossed by an intermittent drainage that runs northeast to southwest. The Project would convert the existing undeveloped, open site to urban development with a large amount of open space and wetlands retained on-site. The proposed residential uses would change the character of the site and introduce potential lighting and glare impacts. This section will identify applicable City requirements, including General Plan policies, Zoning Code requirements, and Design Guidelines, that guide the visual character of Rancho Cordova. The analysis will address the proposed Project site layout and development types, and provide a narrative description of the anticipated changes to the visual characteristics of the site as a result of Project implementation. The analysis will discuss potential impacts associated with the potential for the Project to substantially impair the visual character of the vicinity, sensitive and public viewsheds, proximity to scenic roadways and scenic vistas, and potential for lighting and glare impacts. Mitigation measures will be prepared for any impacts found to be significant.

Air Quality: The project site is located within the jurisdiction of the Sacramento Metropolitan Air Quality Management District (Air District). The project would result in short-term

construction-related emissions and long-term operational emissions, primarily attributable to emissions from vehicle trips as well as operation of the fueling facility. We will consult with the Air District regarding the project's potential to cause impacts and approach to compliance with the Air District's Rules and Regulations. The air quality analysis will include the following:

- Regional air quality and local air quality in the vicinity of the Project site will be described. Meteorological conditions in the vicinity of the Project site that could affect air pollutant dispersal or transport will be described. Applicable air quality regulatory framework, standards, and significance thresholds will be discussed.
- Short-term (construction) and long-term (operational) increases in regional criteria air pollutants will be quantitatively assessed for area source, mobile sources, and stationary sources. The California Air Resources Board--approved CalEEMod computer model will be used to estimate regional mobile source and particulate matter emissions associated with the construction and operation of the proposed project. De Novo will use the version of CalEEMod recommended by the Air District for projects released for public review after January 1, 2018 (Version 2016.3.2).
- Potential exposure to toxic air contaminants will be assessed through a screening method as recommended by the Air District.
- Local mobile-source CO concentrations will be assessed through a CO screening method as recommended by the Air District. Mobile source CO concentrations are modeled for signalized intersections expected to operate at unacceptable levels of service (i.e., LOS E or worse). If the screening method indicates that modeling is necessary, upon review of the traffic analysis, CO concentrations will be modeled using the Caltrans-approved CALINE4 computer model.
- Potential to create objectionable odors affecting a substantial number of people. Note: CEQA does not require that the EIR address exposure of the Project to existing odor sources.

This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality.

Biological Resources: The Project site encompasses approximately 530 acres composed mainly of annual grasslands. Features on the project site include approximately 21.53 acres of waters of the U.S. and State; this acreage includes depressional seasonal wetlands (2.92 acres), vernal pools (15.04 acres), riverine seasonal wetlands (1.66 acres), intermittent drainages (1.54 acres), seasonal wet swale (0.06 acres), and detention basin outfall (0.30 acres). The Project, including previously permitted impacts and impacts associated with implementation of the City's Capital Improvements Program, proposes to remove approximately 6.58 acres of the waters of the U.S. and State on the Project site. Approximately 14.94 acres of waters of the U.S. and State would be preserved. This section will include a thorough peer review by Steve McMurtry, a De Novo Principal and qualified biologist, of the Applicant's biological reports, including the *Biological Resources Assessment*, *Aquatic Resources Delineation Report*, and *Special-Status Plant Survey* prepared by Foothill Associates in 2017, to determine whether the previous biological studies adequately identify current conditions and potential impacts to biological resources. Mr.

McMurtry will conduct a site visit and perform an updated CNDDDB search in support of the review.

This section will provide a discussion of the biological resources located within the boundaries of the Project site and the surrounding areas based on the Applicant's biological reports, any updates to the biological reports (if necessary), the peer review, and the results of various biological database searches, including a search of the California Natural Diversity Database (CNDDDB), the California Native Plant Society's Electronic Inventory, the California Wildlife-Habitat Relationships database, and the United States Fish and Wildlife Service's list of special-status species with potential to occur in the region. This section will present the regulatory setting, including a summary of all relevant federal, state, and local laws and regulations, including the City's General Plan and Municipal Code requirements, that apply to the protection of biological resources that occur on the Project site.

The biological resources analysis will describe the methodology, thresholds of significance, and a summary of local biological resources, including descriptions and mapping of plant communities, the associated plant and wildlife species, and sensitive biological resources known to occur, or with the potential to occur in the Project vicinity. The biological resources analysis will conclude with a consistency analysis and a discussion of feasible mitigation measures that should be implemented in order to reduce impacts on biological resources and to ensure compliance with the federal and state regulations.

While the South Sacramento Habitat Conservation Plan has not been adopted, a draft has been circulated for review and there is the potential for adoption during the processing period for The Ranch. A discussion of the Project's consistency with the SSHCP will be provided.

Note: This proposed scope of work does not include protocol-level surveys for wildlife and plant resources. Wetland determinations and delineations are not included in this scope.

Cultural and Tribal Cultural Resources: The Ranch is located in the territory attributed to the Native American Nisenan branch of the Maidu group. The regional area is historically known for mining and ranching. A Determination of Eligibility and Effect was prepared for the Project site by Peak & Associates in 2005 and included a North Central Information Center (NCIC) records search, a field survey of the Project site, and outreach to potentially interested parties, including Native American tribes. The Determination of Eligibility and Effect did not identify any significant cultural or tribal resources on the Project site. Since completion of the Determination of Eligibility and Effect, State law has changed to require addressing impacts to tribal cultural resources as part of the CEQA process. While this section will rely primarily on the Determination of Eligibility and Effect, De Novo will conduct the following outreach to determine if there are potential tribal cultural resources:

- A Sacred Lands File Search will be requested from the Native American Heritage Commission.
- Tribal notification and outreach pursuant to SB 18 requirements and for any groups that have requested consultation pursuant to AB 52. Notification will be consistent with the

requirements of Government Code §§65352.3 and 65352.4 and Public Resources Code §§21080.3.1 and 21080.3.2 Any resulting communications will be documented. Our team will evaluate the concerns of any tribes requesting consultation and, if appropriate, will recommend mitigation measures to address potential impacts to Native American resources during Project construction and implementation.

The Cultural and Tribal Cultural Resources section of the EIR will describe the cultural and historic background of the area and will detail the results of the Determination of Eligibility and Effect, Native American Heritage Commission Sacred Lands Search, and tribal outreach/consultation. Potential impacts will be analyzed based on applicable federal, state, and local standards, and mitigation measures will be developed to reduce potential impacts to the greatest degree feasible.

Geology/Soils: The De Novo team will prepare a geohazards evaluation of the Project site based on available data regarding geologic conditions in the Project area. The scope of work includes the following:

- Review published documents, geologic maps and other geological and geotechnical literature pertaining to the site and surrounding area to aid in evaluating geologic resources and geologic hazards that may be present.
- Review the Preliminary Grading Plan and other relevant materials provided by the Applicant. Potentially useful documents may include geotechnical, geologic, and environmental reports, site plans, plot plans, and correspondence with regulatory agencies.

The work for this section will include a description of the applicable regulatory setting, a description of the existing geologic and soils conditions on and around the Project site, an evaluation of geologic hazards at the Project site, a description of the nature and general characteristics of the subsurface conditions within the project site, and the provision of findings and potential mitigation strategies to address any geotechnical concerns or potential hazards.

Greenhouse Gas Emissions and Energy: De Novo will prepare a greenhouse gas emissions analysis pursuant to the requirements of Executive Order S-3-05 and The Global Warming Solutions Act of 2006 (AB 32) and subsequent legislation, including Senate Bill 32, and case law. The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. This analysis will consider a regional approach toward determining whether GHG emissions are significant, and will present mitigation measures to reduce impacts. The discussion and analysis will include quantification of GHGs generated by the project using ARB-approved CalEEMod computer model. A qualitative discussion of the Project's consistency with applicable state and local plans, including the 2016 Metropolitan Transportation Plan/Sustainable Communities Strategy, to reduce the impacts of climate change and energy demand will be provided. De Novo will conduct supplemental modeling to identify potential energy demands of the Project, using the

CalEEMod model and assumptions from the Environmental Protection Agency and Energy Information Administration, and will evaluate energy impacts consistent with Appendix F of the CEQA Guidelines.

The De Novo team will work with City staff to develop a methodology and mitigation strategy that meets all legal requirements and is consistent with current City policies and preferences. This section will provide an analysis including the methodology, thresholds of significance, a consistency analysis, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts associated with greenhouse gas emissions.

Hazards/Hazardous Materials: The De Novo team will prepare an environmental hazards evaluation in accordance with accepted guidelines for the preparation of an EIR. The environmental hazards evaluation will incorporate information from the *Phase I Environmental Site Assessment* prepared for the previous project proposed at the site (the site has not been altered since preparation of the Phase I, so its determinations regarding site conditions are valid); this information will be supplemented with updated data including a review of hazardous site databases (i.e. California Environmental Protection Agency's (Cal EPA) Cortese List, Department of Toxic Substances Control Envirostor, State Water Resources Control Board Geotracker, Cal-EPA's CAL-SITES Abandoned Site Program Information System)..

This section of the EIR will present the methodology, thresholds of significance, impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts, as applicable. Federal, state, and County laws and policies that regulate hazardous materials use, storage, and transportation, including fuels and other hazardous materials associated with the operation of the proposed fueling facility, will be described. The analysis will address potential impacts associated with exposure to existing hazards and hazardous materials as hazards associated with project construction and operation. Based on the findings in the evaluation, we will propose mitigation, as applicable, to address identified impacts.

Hydrology and Water Quality: The Project would alter the drainage pattern of the site and could result in increased storm water run-off, storm water pollutants, and erosion during construction and operation. The Project site is outside of the 100-, 200-, and 500-year floodplains. The Project site has wetlands and other waters that would be filled as part of the project.

This section will describe the surface drainage patterns of the Project area and adjoining areas based on available aerial photographs, field observations, the *Drainage Report* that will be prepared by the Applicant Team (pursuant to the City's scope of work) and existing and available data. Surface water and groundwater quality in the project area based on existing and available data. The analysis in this section will evaluate the potential construction and operational impacts of the proposed project on surface runoff, drainage patterns, flooding, and the increase in impermeable surface area. The location and sizing of the stormwater conveyance and detention features of the Project will be evaluated. Conformity of the Project to the City's stormwater control, grading standards, and water quality regulations and with the

regional NPDES permit (CAS082597) will be discussed. Mitigation measures for hydrology and water quality impacts will be recommended as appropriate.

Land Use and Planning: The Project site is designated Suncreek Preserve Planning Area by the General Plan and is zoned Agricultural 80 with a Preserve at Sunridge Special Planning Area overlay. The Project requires a General Plan Amendment, Specific Plan, Rezone, and Tentative Subdivision Map, as well as other land use approvals and entitlements, to accommodate the proposed uses.

The Land Use and Planning section will identify applicable land use and planning regulations. This section will discuss whether the Project would conflict with applicable land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect. A detailed analysis of consistency with General Plan policies adopted to avoid or mitigate an environmental effect will be provided. If necessary, appropriate mitigation measures will be identified.

Noise: The Project would result in short-term noise associated with the Project construction and long-term noise associated with Project operation, including traffic noise associated with an increase in vehicle trips and operational noise associated with parking areas, loading activities, mechanical equipment (trash compactors, HVAC, etc.) idling trucks, and other operational activities, particularly in the commercial area. Saxelby Acoustics will prepare the noise analysis, which will include the following:

- *Existing Noise Environment.* Existing noise levels due to nearby transportation noise sources will be quantified. Saxelby Acoustics uses the Federal Highway Administration (FHWA) traffic noise prediction model for the prediction of traffic noise levels. Direct inputs to the traffic model will include traffic data provided by the project traffic consultant, existing posted speed limits, truck count information, and 24-hour traffic split data collected by Saxelby Acoustics. In addition to quantifying transportation noise, Saxelby Acoustics will conduct a community noise survey within the project area to quantify existing background noise levels. The noise survey will consist of short-term noise level measurements and continuous noise level measurements for a minimum period of 24-hours.
- *Analysis of Traffic Noise Environment.* Saxelby Acoustics will evaluate increased traffic noise levels at existing sensitive receptors in the project vicinity. This task will be performed using traffic volumes provided by the traffic engineer. We anticipate providing traffic noise levels for existing, existing plus project, cumulative, and cumulative plus project scenarios. However, should additional scenarios be included in the traffic study, we will also evaluate those scenarios. We will also utilize the FHWA model to predict exterior traffic noise levels on the proposed uses.
- *Analysis of Stationary Noise Environment.* Saxelby Acoustics will provide an analysis of noise levels associated with the proposed project at the nearest noise-sensitive residential uses. We will also conduct an analysis of the noise and vibration impacts associated with construction of the project at existing sensitive receptors in the project vicinity. It is expected that this analysis will follow the assumptions used in the project air quality analysis.

This section will describe the existing noise environment and regulatory framework, including the thresholds established by the General Plan and Municipal Code. Based on the information provided in the Noise Report and applicable City regulations, the Project will be evaluated to

determine whether it has the potential to expose persons to or generate excessive noise levels or groundborne vibration levels or result in substantial temporary or permanent increases in ambient noise levels. The analysis of noise mitigation measures will focus on appropriate and practical recommendations for noise control to reduce any identified potential noise impacts to less-than-significant levels.

Mineral Resources: This section of the EIR will include a detailed discussion of the mineral resources documented on the project site and in the vicinity, Mineral Resource Zone mapping, history of mining in the region and vicinity, and local, state, and federal policies related to mineral resources and mining. This section will provide an analysis including the thresholds of significance, a consistency analysis, cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented.

Population and Housing: This section will begin with a detailed discussion of existing population and housing trends within the City. Relevant policies related to the location and intensity of housing development and population growth will be summarized and addressed. We will utilize the Housing Element to identify housing supply, and future availability of housing within the city. Potential impacts associated with population and the potential to induce growth will be addressed. This section will include population growth and housing unit forecasts associated with development of the Project.

Public Services and Recreation: The Project would increase the demand for public services, including law enforcement, fire protection, parks and recreation, and schools. As part of the EIR work effort, public service providers will be contacted in order to determine existing service levels in the Project area, concerns regarding the project, and recommended mitigation measures. This section will document regarding existing service levels, equipment and facilities, current service capacity, existing service boundaries, planned service expansions, and service demands associated with the proposed Project uses. De Novo will review relevant planning and environmental documents prepared by public service providers to ensure that impacts are adequately identified and analyzed.

The EIR will describe adopted policies, programs, and standards associated with the provision of public services. The analysis of public services impacts will identify significant environmental impacts as a result of implementation of the proposed project. This will include an evaluation of service capacity/availability of public services (e.g., fire protection, law enforcement) under existing conditions. If significant impacts are identified, appropriate mitigation measures will be recommended.

Transportation/Traffic: The Project would result in increased vehicle trips that would have the potential to affect local and regional roadway segments and intersections, including Caltrans facilities. This section will be based on the *Traffic Impact Analysis* that will be prepared by Kimley Horn for the Applicant Team to prepare this section. We will carefully review the *Traffic Impact Analysis* to ensure that adequate information is provided regarding existing conditions, including regional facilities that could be affected by the Project, consistency with applicable planning

documents, including the City's Circulation Element and applicable plans of other agencies, feasibility of mitigation measures, including method of mitigating regional impacts.

A description of existing transportation conditions, including roadway, intersections, and levels of service, transit routes and levels of service, and bicycle/pedestrian facilities and an analysis of potential impacts to the transportation system will be provided, based on the *Traffic Impact Analysis*. If mitigation measures are necessary, De Novo will work with the City to ensure that the mitigation measures for transportation impacts are feasible and consistent with the City's approach to addressing the circulation network. De Novo is aware of the potential for changes to the CEQA Guidelines to occur in association with SB 743 and anticipates that the vehicle miles travelled (VMT) analysis included in the *Traffic Impact Analysis* prepared for the Project will be adequate to address VMT impacts, if necessary.

Utilities: The Project would increase the demand for utilities, including water service, sewer, storm water facilities, and solid waste collection and disposal. Utility providers serving the Project site include the City of Rancho Cordova (storm water), Sacramento County Water Agency (water), Sacramento Area Sewer District (wastewater), and Republic Services, Inc. (solid waste). As part of the EIR work effort, utility providers will be contacted to provide documentation regarding existing service levels, equipment and facilities, current service capacity, existing service boundaries, and planned service expansions. De Novo will review relevant master plans and environmental documents prepared by public service and utility providers and the Project utility plans and capacity assessments provided by the Applicant Team to ensure that impacts are adequately identified and analyzed.

The EIR will describe adopted policies, programs, and standards associated with the provision of utilities. The analysis of utilities impacts will identify the water, sewer, and storm water improvements proposed by the Project, any additional improvements identified by service providers, and will determine whether significant environmental impacts would occur with Project implementation. If significant impacts are identified, appropriate mitigation measures will be recommended.

Chapter 4: Cumulative Impacts

De Novo will assess the impacts of the Project in combination with other known, approved or reasonably foreseeable projects in the region and development forecast by the General Plan. This analysis will be performed consistent with State CEQA Guidelines and be based on a list of known development and planning projects in the region, development forecasts contained in the City's General Plan, as well as consideration of General Plans in the region. The analysis will be based on existing available information and information developed for the Project in the Applicant's technical reports. It is anticipated that cumulative impacts associated with agricultural resources, biological resources, cultural resources, hazards/hazardous materials, geology and soils, mineral resources, population/housing, and public services have been adequately addressed by the General Plan EIR. The cumulative discussion will address the Project's contribution, to significant cumulative impacts associated with aesthetics, air quality, energy, greenhouse gases, hydrology/water quality, and transportation/traffic, and utilities.

Chapter 5: Other CEQA Requirements

The chapter will address other topics required by CEQA including growth-inducing impacts of the project, significant irreversible environmental effects, a summary of significant and unavoidable impacts of the project, and a summary of impacts that are less than significant or of no impact.

Chapter 6: Alternatives Analysis

De Novo will coordinate with City staff in the development of up to four alternatives to the proposed project, including the CEQA-required No Project Alternative. The alternatives analysis in the Draft EIR will focus on alternatives that avoid or minimize environmental effects as compared to the Project. These alternatives will be described qualitatively and quantitatively. The alternatives analysis will qualitatively address the extent that the alternatives can achieve project objectives or reduce adverse impacts in contrast with the Project and will provide qualitative analysis where data is available.

This analysis will be presented in a separate chapter of the EIR and will include a comparative matrix of the alternatives to the proposed Project based on the significant environmental effects identified in the Draft EIR.

Chapter 7: Report Preparers and References

This chapter will identify all persons assisting in the preparation of the EIR as well as agencies and materials referenced for preparation of the EIR.

Draft Environmental Impact Report Publication

Upon receiving a single consolidated set of comments on the Administrative Draft EIR, the De Novo team will make the edits and generate a "Screencheck Draft EIR" for City review before Draft EIR production and public review. Our scope anticipates a second "Screencheck Draft EIR" may be necessary to ensure all comments have been addressed. Any final City edits will be incorporated into the Draft EIR. This scope assumes that no additional technical analysis is necessary as a result of the Administrative Draft or Screencheck comments. The Draft EIR will be provided to the City in electronic format for distribution to agencies and the public. De Novo will distribute copies to the State Clearinghouse on behalf of the City.

Task 4 – Final Environmental Impact Report**Administrative Final Environmental Impact Report**

At the conclusion of the Draft EIR public review period, the De Novo team will respond to all written comments on the Draft EIR received by the City, including verbal comments recorded at the public hearing. The Final EIR document will include an introduction chapter that describes the information provided in the document and summarizes the CEQA process for the Project. The second chapter will include the comment letters and responses to Draft EIR comments. The third chapter will identify all revisions to the Draft EIR (text to be revised will be shown as an excerpt demarcated with underline for new text and ~~strikethrough~~ for deleted text).

With respect to the Final EIR and Response to Comments, the De Novo team anticipates up to 20 comment letters of normal detail (one or two pages in length) and up to 10 comment letters of greater detail (up to 10 pages in length), based upon our prior experience with projects of similar scope. Excess comments and/or complex comments that require additional technical analysis will be considered outside of this scope of work and cost estimate.

Final Environmental Impact Report Publication

The Administrative Final EIR will be submitted for City review. We assume one round of City review of the Administrative Final EIR and two rounds of City review of the Screencheck Final EIR prior to public release. This scope assumes that City comments are provided as a single consolidated set of comments and that no additional technical analysis is necessary as a result of the Administrative Draft or Screencheck comments.

Task 5 – Notices, Findings of Fact/Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program

Notices

De Novo will prepare the Notice of Availability of the Draft EIR, Notice of Completion for submittal of the Draft EIR to the State Clearinghouse, and the Notice of Determination for filing with the County Clerk upon Project adoption. All notices will be provided to the City in electronic format.

Findings of Fact and Statement of Overriding Considerations

The De Novo Team will prepare CEQA Findings of Fact and Statement of Overriding Considerations (Findings/SOC) pursuant to requirements of Public Resources Code §§21081 and 21094 and State CEQA Guidelines §§15091 and 15093. The SOC will include specific reasons to support City approval of the project based on the Final EIR and substantial evidence in the City's record. The Findings/SOC will be prepared using the format preferred by the City and will be provided to City staff for an administrative review. Comments received from staff regarding the Administrative Findings will be incorporated into the final Findings for use by the City at the public hearings.

Mitigation Monitoring and Reporting Program

De Novo will prepare a mitigation monitoring and reporting program (MMRP) that describes the mitigation measures that will be adopted in order to mitigate or avoid significant effects on the environment. The MMRP will identify the timing, responsible party, and implementation action for each mitigation measure in the EIR.

Task 6 – Project Management and Meetings

As part of our management activities, we will ensure that our entire team of planners and subconsultant remains on-schedule and within budget. De Novo will initiate regular conference calls with City staff to provide project status and discuss issues, etc., and will be available to meet with City staff in person. The De Novo team will provide monthly progress reports

regarding schedule, progress, budget, etc. in the form of email correspondences to City staff provided in conjunction with project invoicing. Throughout the EIR project, De Novo will be available to City staff for enquiries about the EIR and EIR process.

De Novo will coordinate with outside agencies and individuals as needed for the preparation of the Initial Study, Draft EIR, and Final EIR. This work effort will include:

- Receiving information from area residents and other interested citizens during the scoping process and during the Draft EIR public review process, and
- Investigating the need for other agency permits.

The De Novo team will attend the following meetings:

- Start-up meeting with City staff
- Regular phone check-in meetings with staff to discuss progress of preparing the administrative draft including discussion of potential mitigation measures
- One meeting with City staff to review NOP comments and De Novo recommendations regarding technical studies
- One meeting with City staff during preparation of the Administrative Draft EIR
- One meeting with City staff to discuss comments on the Administrative Draft EIR
- One meetings with City staff to discuss the Administrative Final EIR/MMRP
- Scoping meeting during the NOP review period
- Planning Commission meeting to receive public comments during the Draft EIR review period
- Up to four public hearings by decision-makers regarding the Final EIR/MMRP

De Novo will be responsible for preparing and presenting the CEQA documentation at staff-level and public meetings. We anticipate that the Project Manager will be required for each meeting. Technical support from other members may be required on occasion and will be accommodated as necessary.

Additional in-person meetings or hearings will be reimbursed on a time-and-material basis as identified in the Budget.

Deliverables

De Novo will provide all documents to the City in electronic format. Five printed copies will be provided of the administrative draft (Administrative Draft NOP, Administrative Draft EIR, Administrative Draft Final EIR) and public review documents (NOP, Draft EIR, and Final EIR). Additional hard copies or CDs of documents will be provided at cost.

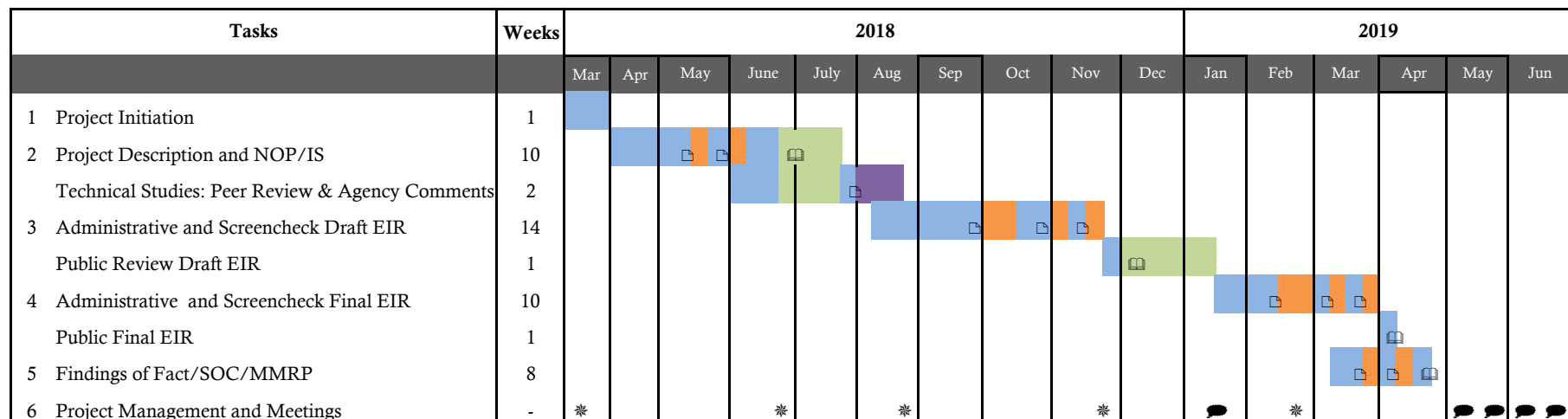
De Novo will prepare the Notice of Completion for the NOP/Initial Study and for the Draft EIR and will deliver the required copies of each of these documents to the State Clearinghouse for State distribution.

Assumptions

This proposal is based on the following assumptions. We propose to prepare the environmental documents based on the body of statutes, guidelines, and case law that are in affect at the time the contract is executed. Any significant revision to the project after City and the Applicant Team approve the project description is considered outside of the scope of this proposal. Any additional work that is requested by City or the Project Applicant Team that is outside of the scope of this proposal may require a contract amendment. Additional meetings not identified in this proposal are outside of the scope, but can be accommodated on a time and materials basis. We anticipate timely cooperation with the client, lead agency staff, and other responsible agency staff. If work is halted or delayed for thirty (30) days or more, De Novo shall be reimbursed for costs to date and the time required to re-familiarize staff with the project. In the event that the environmental document receives a legal challenge, De Novo will provide assistance to the legal defense on a time and materials basis. The City and Project Applicant Team will provide the De Novo team with a single, consolidated set of comments on all draft documents within one week. If additional time is needed to review documents, the schedule shall be extended accordingly. The City and Applicant Team will provide relevant GIS data, technical reports, and relevant City planning documents to the De Novo team promptly at the start of the Project and throughout the Project as reports and documents are revised at no cost.

D. PROJECT SCHEDULE

The following schedule would deliver a public Draft EIR in December 2018, and a public Final EIR/MMRP in May 2019. This timeline is realistic based on the De Novo Team's experience completing comparable EIRs. The De Novo Team is comprised primarily of "Principal-level" team members, which allows us to be extremely efficient. The schedule provides the time necessary to complete administrative draft and screencheck versions of each document, adequate time (two weeks for administrative draft documents, one week for screencheck documents) for City staff to review each draft document, required statutory public review periods, and public meetings/hearings. The timeline does anticipate a prompt start date and timely cooperation by the City, responsible and resource agencies, and utility/service providers throughout the process, as well as prompt receipt of necessary information from the Applicant Team, particularly as it pertains to the project description and, if necessary, any revisions to the technical reports and supplemental technical documentation. To successfully deliver the project on time and on budget it is imperative that the De Novo Team receives one set of consolidated comments on each internal draft within the timeframe specified in the project schedule.



De Novo Team Work Period

City Review

Public Review Period

Applicant Technical Study Revision Period
(if needed)

* De Novo/City Staff Meeting

Public Meeting/Hearing

Public Review Document

Admin/Screen Draft Document or Memo

Assumptions: The Project Schedule assumes that all technical reports and project materials are complete and available to the De Novo team at the start of Task 3.

De Novo Planning Group

EXHIBIT B
COMPENSATION SCHEDULE

PROPOSAL FEE AND PAYMENT SCHEDULE

The Ranch EIR Fee

TASK/ACTIVITY	Project Manager \$140/hr	Associate Planner \$100/hr	Principal Biologist \$120/hr	GIS/ Graphic \$80/hr	De Novo Subtotal	Direct Costs	Saxelby Acoustics	TASK TOTALS
	hours							
1: Project Initiation	6	6	2	4	\$2,000	-	-	\$2,000
2: Project Description and NOP/Scoping								
Initial Study/NOP	24	40	4	6	\$8,320	\$375	-	\$8,695
Agency Consultation	20	12	8	0	\$4,960	-	-	\$4,960
Technical Reports CEQA Review	40	0	16	0	\$7,520	-	-	\$7,520
Subtotal Task 2	84	52	28	6	\$20,800	\$375	-	\$21,175
3: Draft Environmental Impact Report								
Administrative Draft EIR Chapters								
Executive Summary/Introduction	4	4	0	0	\$960			\$960
Project Description	9	8	0	3	\$2,300			\$2,300
Aesthetics	6	20	0	0	\$2,840			\$2,840
Air Quality	10	30	0	0	\$4,400			\$4,400
Biological Resources	5	10	22	0	\$4,340			\$4,340
Cultural Resources	6	20	0	0	\$2,840			\$2,840
Geology and Soils, and Minerals	6	20	0	1	\$2,920			\$2,920
Greenhouse Gases and Energy	10	24	0	0	\$3,800			\$3,800
Hazards/Hazardous Materials	8	30	0	1	\$4,200			\$4,200
Hydrology and Water Quality	8	24	0	2	\$3,680			\$3,680
Land Use and Planning	6	16	0	2	\$2,600			\$2,600
Noise	4	6	0	0	\$1,160		\$6,804	\$7,964
Population and Housing	3	12	0	0	\$1,620			\$1,620
Public Services and Recreation	10	26	0	1	\$4,080			\$4,080
Transportation/Traffic	12	8	0	2	\$2,640			\$2,640
Utilities	18	40	0	2	\$6,680			\$6,680
Cumulative Impacts and Other CEQA	8	30	0	0	\$4,120			\$4,645
Alternatives	14	20	2	0	\$4,200			\$4,200
Printing	1	2	-	-	\$340	\$945		
Administrative Draft EIR	148	350	24	14	\$59,720	\$945	\$6,804	\$67,469
Screencheck Draft EIR	60	48	4	6	\$14,160	-	\$300	\$14,460
Public Review Draft EIR	17	12	0	2	\$3,740	\$1,470	-	\$5,210
Subtotal Task 3	225	410	28	22	\$77,620	\$2,415	\$7,104	\$87,139
4: Final Environmental Impact Report								
Administrative Final EIR	81	114	20	6	\$25,620	\$645	\$300	\$26,565
Screencheck Final EIR	30	24	2	2	\$7,000	-	-	\$7,000
Public Review Final EIR	11	10	0	0	\$2,540	645	-	\$3,185
Subtotal Task 4	122	148	22	8	\$35,160	\$1,290	\$300	\$36,750
5: Notices, Findings/SOC, MMRP	40	24	0	0	\$8,000	-	-	\$8,000
6: Project Management and Meetings	96	20	0	0	\$15,440	\$0	-	\$15,440
TOTAL	573	660	80	40	\$159,020	\$4,530	\$7,404	\$170,954

*De Novo reserves the ability to shift costs as necessary between tasks, provided that the total cost is not exceeded.

Payment Schedule

De Novo will bill for services on a monthly basis.

Additional Services

Additional services will be billed on a time-and-materials basis, using the staff rates shown in the above table. Outside costs, such as printing and shipping, will be provided at cost with no mark-up. The cost for additional public hearings or meetings would be approximately \$840 to \$1,120 and would depend on the length of the meeting and whether additional work effort was required to prepare materials for the meeting.

Form W-9 (Rev. September 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ¹
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

YEAR	Withholding Exemption Certificate	CALIFORNIA FORM
2010	(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)	590
File this form with your withholding agent. (Please type or print)		
Withholding agent's name _____		

Vendor/Payee's name _____	Vendor/Payee's ☐ SSN or ITIN ☐ SOS file no. ☐ CA corp. no. ☐ FEIN
Address (number and street, PO Box, or PMB no.) _____	Apt. no./ Ste. no. _____
City _____	State _____ ZIP Code _____

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

☐ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or Limited Liability Companies (LLC):**

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a Limited Liability Partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders

Domicile is defined as the one place:

- Where you maintain a true, fixed and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032, Tax Information for Military Personnel.

F What Is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- The individual vendor/payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900
916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

841.1099 2930588.1

841.1001 1751412.3

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Interim Community Development Director

SUBJECT: DOUGLAS ROAD 105, LLC DEVELOPMENT AGREEMENT AMENDMENT



RECOMMENDATION

Waive the second reading and adopt Ordinance No. 2-2018.

RESULT OF RECOMMENDED ACTION

Adoption of Ordinance No. 2-2018 approves the Second Amendment to the Development Agreement for the Douglas 98 Project.

BACKGROUND

On February 20, 2018, the City Council waived the first reading and passed to a second reading Ordinance No. 2-2018. The Ordinance approves the second amendment to the Development Agreement with Douglas Road 105, LLC relative to the Douglas 98 project. The second amendment allows for fee credits towards the Supplemental Transportation Fee and requires the recording of an enforceable Declaration of Covenants, Conditions, Restrictions and Reservations for the Project.

ATTACHMENTS

1. Ordinance No. 2-2018
2. Second Amendment to the Development Agreement (**Exhibit A**)

ATTACHMENT 1**CITY OF RANCHO CORDOVA****ORDINANCE NO. 2-2018****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 DOUGLAS 98 PROJECT****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN 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. The City and Douglas Road 98, LP, a California limited partnership, entered into a Development Agreement effective April 6, 2006 and recorded on May 5, 2006 in the Official Records of Sacramento County at Book 20060505, Page 0951 (the "Development Agreement") 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").

C. The Property has changed ownership since the City and Douglas 98, LP entered into the Development Agreement. Douglas Road 105, LLC, a California limited liability company, ("Landowner" or "Developer") currently owns the Property and has assumed all of the interests and obligations of Douglas Road, LP in the Development Agreement by virtue of that certain "Assumption Agreement Relative to Douglas 98" dated August 12, 2013. Landowner has provided the City with a title report indicating their ownership of the Property.

D. The Douglas 98 Project is within the Sunrise Douglas Community Plan and the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP. In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP. On November 7, 2012, the City certified a Partially Revised Draft Environmental Impact Report (Revised DEIR) to the SDCP/SRSP EIR addressing long-term water supply plan and other water supply related issues (State Clearinghouse Number 97022055). The City determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP.

ATTACHMENT 1

E. The City Council originally approved a General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement, and Tentative Subdivision Map for the Douglas 98 Project in February and March of 2006 as part of its approval for the Sunridge East Projects ("Existing Project"). The City adopted a Mitigated Negative Declaration as the California EQA environmental review for these approvals ("Sunridge MND"), which relied upon the SDCP/SRSP EIR that was incorporated by reference into the Sunridge MND.

F. On April 19, 2006, the City Council approved an Addendum pursuant to the California Environmental Quality Act, "CEQA," ("2006 Addendum") to the SDCP/SRSP EIR that analyzed the impact of revisions to Mitigation Measures in the Master Mitigation Monitoring and Reporting Program for the SDCP/SRSP EIR relating to phasing of certain transportation improvements (City Council Resolution No. 31-2006). The mitigation measures establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation improvements (the "Transportation Improvements Thresholds"). The City Council approved amendments to the Transportation Improvement Thresholds as set forth in City Council Resolution No. 31-2006. Those Transportation Improvement Thresholds remain applicable to the Douglas 98 Project.

G. The 2006 Addendum found that the amendments to the Transportation Improvement Thresholds would not create a new, or substantially more severe, significant environmental impact than those previously identified in the SDCP/SRSP EIR. Therefore, no supplement to the SDCP/SRSP EIR and no further environmental review was required under CEQA.

H. The City adopted its General Plan and certified the General Plan EIR in June 2006 which included the SRSP and the Existing Project.

I. On August 19, 2013 the City Council approved Resolution No. 103-2013, approving a CEQA Addendum and an exception to the requirements of Mitigation Measure 37a for the Project based on evidence in the record that the traffic generated by the currently approved lots in the SRSP area with the addition of the 528 Project lots would not result in unacceptable traffic conditions without the completion of construction of all the improvements listed in the Mitigation Measure prior to the traffic generated by the development of the lots.

J. On September 3, 2013, The City Council adopted Ordinance No. 26-2013 approving the First Amendment to the Development Agreement ("First Amendment"), adding Section 6.4.6 to the Agreement related to the payment of a Supplemental Traffic Impact Fee to be used by the City to fund traffic improvements necessary to serve the project and amending the City's Zoning Map. The Project developer, in Section 6.4.6 of the Development Agreement added via the First Amendment, agreed to pay a "Supplemental Traffic Impact Fee," which will be used by City to fund the traffic improvements in Mitigation Measure 37a and other traffic improvements needed to serve the Project.

K. On February 20, 2018, City Council approved Resolution No. 26-2018 authorizing the execution of a Cooperative Agreement between City and Landowner, which requires Landowner to fund and construct certain traffic improvements to serve the Project in return for a partial credit toward the Supplemental Traffic Impact Fee established by Section 6.4.6 of the Development Agreement.

L. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development Agreement to reflect and incorporate the terms of the fee credit agreement, all as more fully set forth below in this Second Amendment.

ATTACHMENT 1

M. The City prepared an Addendum in 2013 to analyze whether supplemental environmental review to the SDCP/SRSP EIR, Sunridge East MND, the 2006 Addendum and General Plan EIR were required for the Project under CEQA ("2013 Addendum"). The analysis in the 2013 Addendum showed that none of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Project impacts are identified in the SDCP/SRSP EIR, Sunridge East MND and 2006 Addendum and no further environmental review is required under CEQA. Approval of the 2013 Addendum and the appropriate CEQA findings are found in Resolution No. 103-2013.

N. The changes to the Development Agreement via this Second Amendment are exempt from further CEQA review as they do not change any impacts of the Project and only relate to fee credits for infrastructure improvements previously analyzed as part of the 2006 and 2013 CEQA approvals come within the exemption in CEQA Regulation 15183 for projects consistent with a community plan, general plan, or zoning.

M. On February 20, 2018, the City Council, as the legislative body for 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 hereby incorporated herein; (b) the City of Rancho Cordova's General Plan, the General Plan EIR and the Zoning Code at the time the Douglas 98 Development Agreement was approved; (c) the SDCP/SRSP EIR; (d) Revised DEIR for the SDCP/SRSP (e) 2006 Sunridge MND; and (f) the 2013 Addendum prepared for the First Amendment to the Development Agreement, Zoning Code Amendment and Amended Tentative Subdivision Map the City Council finds and determines that:

A. The Second Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan at the time the Douglas 98 Development Agreement was approved in that: (a) The Project remains predominantly residential and consistent with the SRSP; (b) the Project is consistent with the fiscal policies of the General Plan at the time the Douglas 98 Development Agreement was approved with respect to provisions of infrastructure and public services; and, (c) the Second Amendment and Amended Development Agreement include provisions relating to a fee credit agreement between City and Developer.

B. The Second Amendment and Amended Development Agreement are compatible with the uses authorized in, and the regulations prescribed at the time the Douglas 98 Development Agreement was approved for the land use area in which the real 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 and Amended Development Agreement will continue to implement land use guidelines set forth in the General Plan and SRSP at the time the Douglas 98 Development Agreement was approved

ATTACHMENT 1

and at the time of the 2013 Project approvals, and this Second Amendment will help ensure the construction of 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 and SRSP at the time the Douglas 98 Development Agreement was approved and at the time of the 2013 Project approvals.

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 at the time the Douglas 98 Development Agreement was approved and at the time of the 2013 Project approvals.

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 Second Amendment to the Development Agreement after the effective date of this Ordinance.

Section 4: 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 5: Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision 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 6: Publication and Effective Date.

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

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 5th day of March 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, City Clerk

OFFICIAL BUSINESS
Document entitled to free recording
Government Code §6103

**Recording requested by, and
when recorded return to:**

City of Rancho Cordova
2719 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: City Clerk

**ATTACHMENT 2
Exhibit A to
Ordinance 2-2018**

161

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 98
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND DOUGLAS ROAD 105, LLC**

DRAFT

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 98
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND DOUGLAS ROAD 105, LLC**

This Second Amendment (the "Second Amendment") to the Development Agreement is dated _____, 2018, for references purposes only, is made by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation ("City"); and **DOUGLAS ROAD 105, LLC**, a California limited liability company (the "Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as a "Party."

RECITALS

A. The City and Douglas Road 98, LP, a California limited partnership, entered into a Development Agreement effective April 6, 2006 and was recorded on May 5, 2006 in the Official Records of Sacramento County at Book 20060505, Page 0951 (the "Agreement") 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 Agreement (the "Property").

B. The Property has changed ownership since the City and Douglas 98, LP entered into the Development Agreement. Douglas Road 105, LLC, a California limited liability company, ("Landowner") currently owns the Property and has assumed all of the interests and obligations of Douglas Road, LP in the Agreement by virtue of that certain "Assumption Agreement Relative to Douglas 98" dated August 12, 2013.

C. On September 3, 2013, The City Council adopted Ordinance No. 26-2013 approving the First Amendment to the Agreement ("First Amendment"), adding Section 6.4.6 to the Agreement related to the payment of a Supplemental Traffic Impact Fee to be used by the City to fund traffic improvements necessary to serve the project.

D. Landowner desires to fund and construct some of the traffic improvements intended to be funded in part with the Supplemental Traffic Impact Fee established by Section 6.4.6 of the Agreement and therefore City has determined that a partial fee credit toward Landowner's Supplemental Traffic Impact Fee obligation, in return for the construction of traffic improvements that will serve the project, is appropriate.

E. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development Agreement to reflect certain further changes and modifications to the obligations of the Landowner to pay the Supplemental Traffic Impact Fee and to reflect the incorporation of the Cooperative Agreement, all as more fully set forth below in this Second Amendment.

F. This Second Amendment amending certain provisions of the Development Agreement applicable to the entire Property was adopted by City Ordinance No. ____-2018 on _____,

2018.

AGREEMENT

1. Incorporation of Recitals. Recitals A through F are hereby incorporated herein, including the documents referred to in the Recitals.

2. Restatement of Section 6 of the Recitals concerning “Project Approvals.” City and Landowner agree that Section 6 of the Recitals of the Agreement is hereby deleted and replaced with the following:

“**6.1** The General Plan amendment adopted by the City on February 21, 2006 by Resolution No. 16-2006;

6.2 The Sunridge Specific Plan adopted by the County of Sacramento, as adopted by the City on July 1, 2003, by City Resolution No. 06-2003 (the ‘Specific Plan’);

6.3 The Mitigation Measures in both the Environmental Impact Report (‘EIR’) certified in July 2002 by the County of Sacramento (State Clearinghouse No. 97022055), as revised by the City on November 7, 2011, the Mitigated Negative Declaration adopted on February 21, 2006, as further analyzed in the Addenda dated April 19, 2006 and August 2013;

6.4 The Rezoning of the Property approved on March 6, 2006 by City Ordinance No. 08-2006 as further amended on September 3, 2013 by City Ordinance No. 26-2013;

6.5 The Large Lot / Small Lot Tentative Subdivision Map approved on August 19, 2013 by City Resolution No. 103-2013;

6.6 The Development Agreement adopted on March 6, 2006 by City Ordinance No. 07-2006 as amended on September 3, 2013 by City Ordinance No. 26-2013 adopting the First Amendment to the Development Agreement and as amended on _____, 2018 by City Ordinance No. ____-2018 adopting the Second Amendment to the Development Agreement.”

3. Addition of Section 6.4.6.1 concerning the “Credit Toward New Supplemental Traffic Impact Fee.” City and Landowner agree that Section 6.4.6.1 is hereby added to the Agreement to immediately follow Section 6.4.6 and to read as follows:

“**6.4.6.1 Credit for New Supplemental Traffic Impact Fee.** City and Landowner agree that Landowner shall be credited up to Nine Hundred and Seventy-Five Dollars (\$975.00) toward the \$4,195.00 portion of the Supplemental Traffic Impact Fee due at the time of issuance of a building permit (referenced above in Section 6.4.6) for a residential lot if all of Landowner obligations within the Cooperative Agreement, attached hereto and incorporated herein as **Exhibit H**, are fully met to the satisfaction of

City. This fee credit is applicable only toward the Supplemental Traffic Impact Fee, as the street and frontage improvements to Douglas Road that will serve the Project and improve access to Highway 50 from the Project, including improvements to the portion of Douglas Road adjacent to the Douglas 103 property (which is not part of Landowner's Project), advance the purpose of the supplemental fee. City agrees that Landowner and Property will have fully satisfied its obligation under the Conditions of Approval and Mitigation and Monitoring Reporting Program for offsite traffic improvements (as to each lot credited) when the fee credit required under this section is implemented. This Section 6.4.6.1 shall become null and void upon the termination of the Cooperative Agreement."

4. Addition of Section 6.4.7 related to an Enforceable Covenants, Conditions, Restrictions, and Reservations (CC&RS). City and Landowner agree to add a new Section 6.4.7 to the Development Agreement as follows regarding CC&RS:

"6.4.7 Enforceable Covenants, Conditions, Restrictions, and Reservations (CC&Rs). Landowner agrees to record a Declaration of Covenants, Conditions, Restrictions, and Reservations that contain enforcement provisions if approved by and in a form approved by the City Attorney. The City shall be a third-party beneficiary to the duties and covenants imposed therein and shall be entitled to, without obligation, take appropriate legal action to enforce these duties and covenants. If an action is commenced, the City shall be entitled to recover costs including reasonable attorneys' fees. The provisions of said paragraph may not be amended or rescinded without the prior written approval of the City.."

5. Amendment of Section 29. City and Landowner agree to delete and replace the last sentence of Section 29 of the Agreement to read as follows:

"This Agreement consists of 18 pages and 10 Exhibits, which constitute the entire understanding and agreement of the parties."

6. Amendment of Exhibit List. City and Landowner agree that the Exhibit List to the Agreement is amended to include Exhibit H, the Cooperative Agreement.

7. Definition of Terms. All capitalized terms used in this Second Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this Second Amendment.

8. All Other Terms Remain in Force. Except as amended by Sections 1 through 10 above, all terms and conditions of the Agreement remain in full force and effect.

9. Recording. Within ten (10) days after the Effective Date, City shall record this Second Amendment with the Sacramento County Recorder's Office.

10. Counterparts. The Parties may execute this Second Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

11. Entire Agreement. This Second Amendment sets forth the Parties' entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This Second Amendment will control if any conflict arises between it and the First Amendment or the Agreement.

Signatures to Follow on Next Page

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this Second Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. __-2018, adopted by the Council of the City on this ____ day of _____ 2018, and Landowner has caused this Second Amendment to be executed.

City of Rancho Cordova

DOUGLAS 105, LLC

By: _____

By: _____

Name: Cyrus Abhar

Name: _____

Title: City Manager

Title: _____

Date: _____, 2018

Date: _____, 2018

Attest:

Stacy Leitner, City Clerk

Approved as to Form:

Adam U. Lindgren
City Attorney

Date: _____, 2018

[Attach Certificate of Acknowledgment – Civil Code § 1189]

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

STATE OF CALIFORNIA)
) **ss.**
COUNTY OF SACRAMENTO)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA)
) **ss.**
COUNTY OF SACRAMENTO)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

2921807.1

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Darcy Goulart, Principal Planner

SUBJECT: RANCHO CORDOVA ZONING MAP AMENDMENT



PROPERTY OWNER: CSS Properties, LLC C/O Citadel Management 1508 Eureka Road, Suite 230 Roseville, CA 95661	APPLICANT: City of Ranch Cordova
PROJECT: 11650 Douglas Rezone FILE: City Initiated Zone Change LOCATION: 11650 Douglas Road APN: 067-0030-078-0000	

RECOMMENDATION

Waive the second reading and adopt Ordinance 3-2018.

RESULT OF RECOMMENDED ACTION

Approval of Ordinance 3-2018 would amend the Zoning Map to change the existing zoning of M-1 (Light Industrial/Manufacturing) to GC (General Commercial) for consistency with the General Plan land use designation of Commercial Mixed Use (CMU).

BACKGROUND

On February 20, 2018 the City Council waived the first reading and passed to a second reading of Ordinance 3-2018. The Ordinance amends the Zoning Map to change the existing zoning of M-1 (Light Industrial/Manufacturing) to GC (General Commercial) for consistency with the General Plan land use designation of Commercial Mixed Use (CMU).

ATTACHMENTS

1. Ordinance 3-2018.
2. Exhibit A to the Ordinance – Zoning Map.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 3-2018

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AMENDING THE ZONING MAP FOR APN 067-0030-078-0000 TO
GENERAL COMMERCIAL**

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

Section 1. Purpose and Declarations.

WHEREAS, the project site is located on real property in the incorporated portions of the City of Rancho Cordova more particularly described as APN 067-0030-078; and

WHEREAS, the zoning of the property is M-1 (Light Industrial/Manufacturing) and has a General Plan land use designation of CMU (Commercial Mixed Use); and

WHEREAS, Table LU-2 in the General Plan does not list M-1 as a compatible zone for the CMU land use designation and therefore an amendment is necessary for consistency with the General Plan; and

WHEREAS, the certified Environmental Impact Report prepared for and adopted by City Council for the previously adopted General Plan, via City Council Resolution 116-2006, analyzed the project site as commercial and the rezone requires no further environmental review under State CEQA Guidelines Section 15161 as established in the staff report associated with this Ordinance; and

WHEREAS, on February 20, 2018, the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. The City Council hereby finds:

A. **CEQA Compliance.** The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15162 (Subsequent EIR). The Rancho Cordova General Plan Final Environmental Impact Report (EIR) was certified in June 2006 by the Rancho Cordova City Council Resolution 116-2006. The General Plan EIR is a Program EIR (CEQA Guidelines section 15168). The subject property is designated as a commercial mixed use site in the adopted General Plan and analyzed as commercial in the General Plan EIR. A General Commercial zoning designation is a consistent zone listed in Table LU-2 General Plan/Zoning Consistency of the adopted General Plan. A change in zone would not result in any further environmental impacts on the site that weren't already contemplated in the General Plan EIR.

B. **The proposed amendment is consistent with the General Plan.** The proposed amendment to the Zoning Map from M-1 to GC is consistent with the General Plan land use designation of Commercial Mixed Use. Table LU-2 of the General Plan lists the compatible zones for each land use designation. A GC zone is a compatible zone listed in the table for a CMU land use designation. The existing M-1 zone is not listed as a compatible zone and therefore an amendment is necessary.

ATTACHMENT 1

C. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.** The amendment would not pose any risk to the public interest, health, safety, convenience or welfare of the City. The General Plan has contemplated the parcel as commercial since adoption of the plan in 2006. The amendment would result in consistency between the General Plan and zoning.

D. **The proposed amendment is internally consistent with other applicable provisions of this zoning code.** The amendment would rezone the parcel to a commercial zone. Any future development proposed on the site would need to adhere to the applicable zoning regulations for a GC zoned parcel, as listed in Title 23, Zoning Code.

Section 3. Amendments to the Zoning Map

The City Council hereby adopts an amendment to the Zoning Map as depicted in **Exhibit A**, attached and incorporated herein.

Section 4. Severability

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

Section xx. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of March, 2018 by the following vote:

AYES:

NOES:

ABSENT:

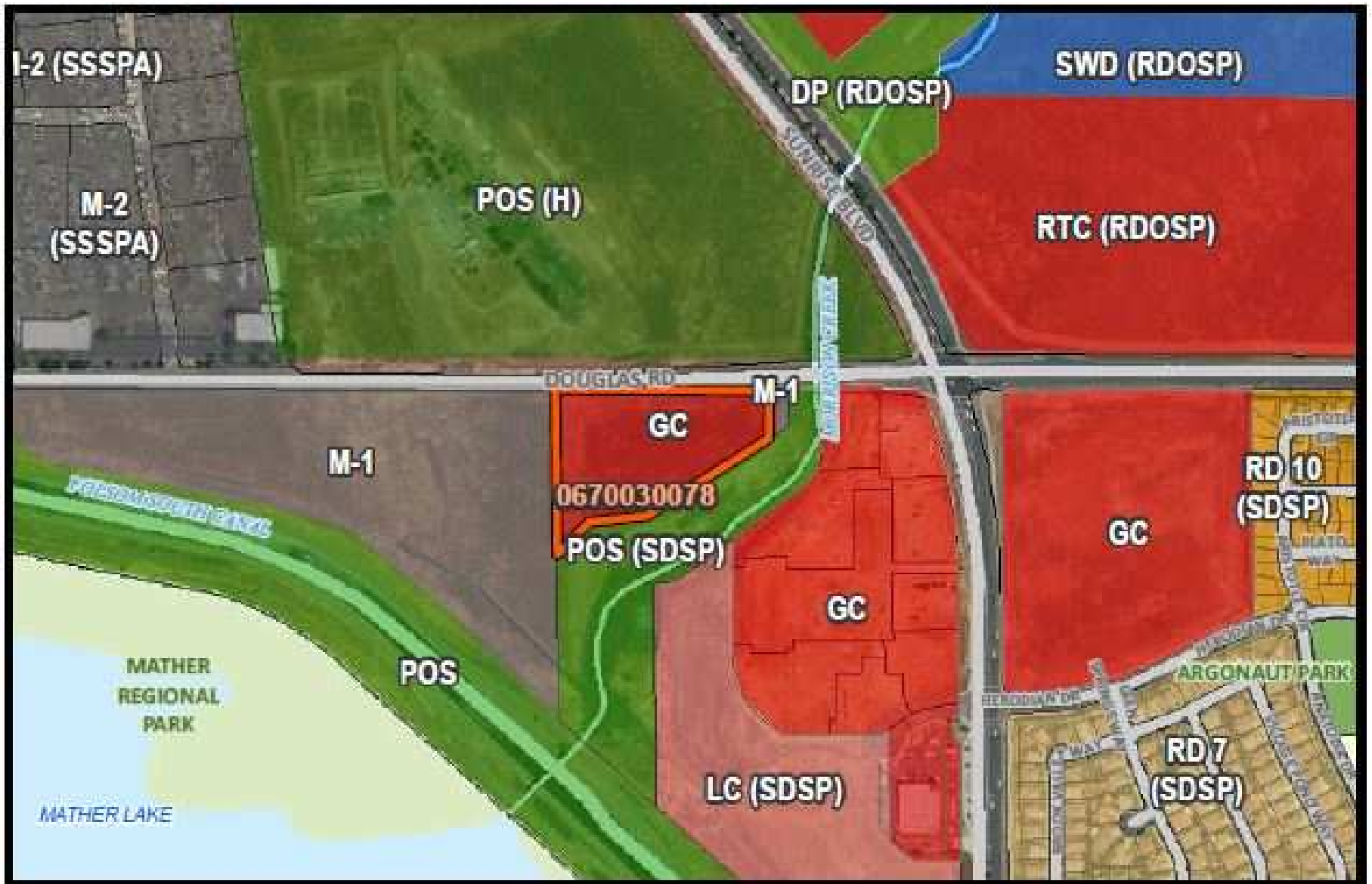
ABSTAIN:

Linda Budge, Mayor

ATTEST:

ATTACHMENT 1

Stacy Leitner, City Clerk



MEMORANDUM

DATE: March 5, 2018
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Principal Planner



SUBJECT: ORDINANCE 4-2018, AN ORDINANCE AMENDING TITLE 23 (ZONING CODE) OF THE RANCHO CORDOVA MUNICIPAL CODE REGARDING SPECIFIC ALLOWED USES, SELECT SITE PLANNING AND DEVELOPMENT STANDARDS, SPECIFIC USE PROVISIONS, PARKING, SIGNS AND UPDATED DEFINITIONS

RECOMMENDATION

Waive the second reading and adopt Ordinance 4-2018.

RESULT OF RECOMMENDED ACTION

Approval of Ordinance 4-2018 would amend Rancho Cordova Municipal Code (RCMC) Title 23 Zoning Code, Articles 1 (Administration), 3 (Zoning Districts, Allowable Uses, and General Development Standards), 7 (Site Planning and Development Standards), 9 (Specific Use Provisions), and 11 (Definitions).

BACKGROUND

On February 20, 2018 the City Council waived the first reading and passed to a second reading for Ordinance 4-2018, amending Title 23 (Zoning Code) of the Rancho Cordova Municipal Code regarding specific allowed uses, select site planning and development standards, specific use provisions, parking, signs and updated definitions. The Council requested additional language be included to allow the use of required parking for uses in the same center of a tasting room to be used toward the required tasting room parking, if the hours of operation do not overlap. New footnote 12 has been added to address this direction.

ATTACHMENT

1. Ordinance 4-2018 (**Exhibit A**)

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 4-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING MUNICIPAL CODE TITLE 23 (ZONING) SPECIFIC ALLOWED USES, SELECT SITE PLANNING AND DEVELOPMENT STANDARDS, SPECIFIC USE PROVISIONS, PARKING, SIGNS AND UPDATED DEFINITIONS.

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

Section 1. Purpose and Declarations.

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

WHEREAS, certain amendments to the Title 23 (Zoning), Article 1 (Administration) are necessary to clarify approval authority for land use entitlements; and

WHEREAS, certain amendments to the Title 23 (Zoning), Article 3 (Zoning Districts, Allowable Uses and General Development Standards) are necessary to (1) update permit requirements relative to car washes and detailing; (2) address interior side setbacks for GC zoned parcels; and

WHEREAS, certain amendments to the Title 23 (Zoning), Article 7 (Site Planning and Development Standards) are necessary to (1) clarify setback measurements for parking surfaces; (2) address yard encroachments; (3) include parking standards for specific uses; (4) update vehicle parking surfaces in yard areas; (5) address outdoor storage provisions; (6) clarify signage provisions; and

WHEREAS, certain amendments to the Title 23 (Zoning), Article 9 (Specific Use Provisions) are necessary to created new development standards to ensure neighborhood compatibility; and

WHEREAS, certain amendments to the Title 23 (Zoning), Article 11 (Definitions) are necessary to provide clarification on specific uses; and

WHEREAS, the certified Environmental Impact Report prepared for and adopted by City Council for the previously adopted General Plan, via City Council Resolution 116-2006, was found to adequately address all potential environmental impacts associated with the adoption of the proposed Zoning Code amendments; and

WHEREAS, these amendments were analyzed and determined to be within the scope of the General Plan EIR and require no further environmental review under State CEQA Guidelines Section 15162 as established in the staff report associated with this Ordinance; and

WHEREAS, on February 20, 2018 the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

ATTACHMENT 1**Section 2: Findings.** The City Council hereby finds:

A. **CEQA Compliance.** The Rancho Cordova General Plan Final Environmental Impact Report (EIR) was certified in June 2006 by the Rancho Cordova City Council City Council Resolution 116-2006. The General Plan EIR is a Program EIR (CEQA Guidelines section 15168). The amendments to the City-wide Zoning Code are activities within the scope of the General Plan Program EIR and no further environmental review is required. Further environmental review is not required because the proposed amendments do not meet the criteria for preparing a subsequent EIR under State CEQA Guidelines Section 15162.

B. **The proposed amendment is consistent with the General Plan.** The attached Municipal Code Amendment ("Amendment") is consistent with the General Plan, as required by Government Code Section 65454, because it advances numerous General Plan Policies and Goals, including: Goal LU.1 – Achieve a Balanced and Integrated Land Use Pattern Throughout the Community; Policies LU.1.2 and LU.1.3; Goal LU.6 – Ensure Development of the Planning Areas is Consistent with the City's Vision.

C. **The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.** The attached amendment is focused on reflecting best practices and new market conditions while ensuring land use compatibility. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City as they implement state law, reflect best practices, streamline procedures, clear up ambiguities, and incorporate select new uses in a manner to ensure land use compatibility.

D. **The proposed amendments are internally consistent with other applicable provisions of this zoning code.** The attached Amendments have been reviewed for consistency with the entirety of the Municipal Code and is consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 23

The City Council hereby adopts amended Municipal Code Title 23 (Zoning) as shown in **Exhibit A** and incorporated herein.

Section 4. Severability

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

Section 5. Effective Date

Within fifteen (15) days after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in

ATTACHMENT 1

accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of March, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

Rancho Cordova

Zoning Code Amendments

February 2018

Article 1

Administration

EXHIBIT A TO THE ORDINANCE

Note to Reader: Proposed changes are shown in track changes with proposed deletions shown with strikeout and additions shown with an underline and red text. Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (***)

Chapter 23.107

INTERPRETATION OF CODE

23.107.020 Rules of interpretation.

The director shall have the authority and responsibility to interpret terms, provisions, and requirements of this code according to the following:

A. Abbreviations. The following phrases, personnel, and document titles are shortened in this code:

City of Rancho Cordova	=	City
Community Development Director	=	Director
City council	=	Council
Planning department	=	Department

Article 3

Zoning Districts, Allowable Uses, and General Development Standards

EXHIBIT A TO THE ORDINANCE

Chapter 23.313

MIXED-USE ZONING DISTRICTS

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

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Residential Uses									
Adult Day Care Home	P	N	N	N	N	N	N	N	
Caretaker Housing	P	P	P	P	P	P	P	P	RCMC 23.901.020
Dwelling, Multifamily	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Accessory Unit	P	N	N	N	N	N	N	N	RCMC 23.901.060
Dwelling, Single-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Dwelling, Two-Family	P ¹	P ^{1, 2}	P ^{1, 2}	N	N	P ¹	P ¹	P ¹	
Emergency Shelter	C	C	C	C	N	N	N	N	
Family Day Care Home, Small	P	N	N	N	N	N	N	N	
Family Day Care Home, Large ¹⁷	AUP	N	N	N	N	N	N	N	RCMC 23.901.080
Group Residential	AUP	N	N	N	N	N	N	N	
Home Occupations	P	P	P	N	N	P	P	P	RCMC 23.901.030
Live-Work Facility	P ¹	P ¹	P ¹	N	N	P ¹	P ¹	P ¹	RCMC 23.901.040
Residential Care Home, Small	P	N	N	N	N	N	N	N	
Residential Care Home, Large ¹⁸	AUP	N	N	N	N	N	N	N	RCMC 23.901.090
Transitional Housing	P	N	N	N	N	N	N	N	
Agriculture, Resource, and Open Space Uses									
Beekeeping	N	N	N	N	N	N	N	N	Chapter 8.12 RCMC
Recreation, Education, and Public Assembly Uses									
Clubs, Lodges, and Private Meeting Halls	P	P	P	P	AUP	P	P	P	

EXHIBIT A TO THE ORDINANCE

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Community Centers/Civic Uses	P	P	P	P	AUP	P	P	P	
Indoor Amusement/Entertainment Facility	AUP	P	P	P	AUP	AUP	P	P	
Indoor Fitness and Sports Facility	AUP	P	P	P	AUP	AUP	P	P	
Libraries and Museums	P	P	P	P	P	P	P	P	
Outdoor Commercial Recreation	N	C	N	N	P	C	C	C	
Parks and Public Plazas	P	P	P	P	C	P	P	P	
Public Safety Facility	P	P	P	P	P	P	P	P	
Religious Institutions	P	P	P	P	P	P	P	P	
Schools, Private and Special/Studios	P	P	P	P	C	P	P	P	
Schools, Public	P	P	P	P	P	P	P	P	
Theaters and Auditoriums	C	P	P	P	N	AUP	P	P	
Urban Agriculture									
Aquaculture	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	RCMC 23.904.030
Community Garden, Public	C	C	C	C	C	C	C	C	RCMC 23.904.030
Community Garden, Private	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	RCMC 23.904.030
Market Garden	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	p ²⁴	RCMC 23.904.030
Private Garden	P	P	P	P	P	P	P	P	RCMC 23.904.030
Urban Ag Stand	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	p ²⁵	RCMC 23.904.030
Utility, Transportation, and Communication Use Listings									
Broadcasting and Recording Studios	N	P	P	P	P	N	N	N	
Bus and Transit Shelters	P	P	P	P	P	P	P	P	
Freight Yard/Truck Terminal	N	N	N	C	C	N	N	N	
Fuel Storage and Distribution	N	N	N	N	C	N	N	N	

EXHIBIT A TO THE ORDINANCE

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Heliports	N	AUP	AUP	AUP	AUP	N	N	N	
Park and Ride Facility	C	P	P	P	P	C	C	P	
Parking Facility	AUP	P	P	P	P	AUP	P	P	
Telecommunication Facility	C	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	AUP/C ²¹	RCMC 23.907.020
Transit Facilities	N	N	N	C	P	N	N	N	
Transit Stations and Terminals	C	P	P	P	P	P	P	P	
Utility Facility and Infrastructure	AUP	AUP	AUP	AUP	AUP	AUP	AUP	AUP	RCMC 23.907.030
Retail, Service, and Office Uses²²									
Adult Day Care Facility	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Alcoholic Beverage Sales, Off-Site ¹⁶	N	C	C ²	C ²	C ²	C	C	C	
Ambulance Service	N	AUP	AUP	P	P	N	N	N	
Animal Sales and Grooming	AUP	P	N	N	N	P	P	P	
Art, Antique, Collectable	P ²	P	P ²	P ²	N	P	P	P	
Artisan Shops	AUP	P	P ²	P ²	P ²	P	P	P	
Banks and Financial Services	P ²	P	P	P	P	P	P	P	
Bars and Nightclubs ²³	C ³	C ³	C ^{2, 3}	C ^{2, 3}	C ^{2, 3}	C ³	C ³	C ³	
Bed and Breakfast Inns	P	P	N	N	N	N	N	N	
Brew Pub ²³	N	P	P ²	P ²	P ²	P	P	P	
Building Materials Stores and Yards	N	P ⁴	N	C ⁴	N	N	C ⁴	C ⁴	
Business Support Services	AUP ^{2, 4, 5}	P	P	P	AUP	P ⁵	P	P	
Call Centers	N	N	P	P	AUP	N	N	N	
Commercial Marijuana Uses	N	N	N	N	N	N	N	N	
Child Day Care Facility	P	AUP	AUP ²	AUP ²	AUP ²	P	C	C	
Consignment Store	N	P	N	N	N	N	AUP	N	
Convenience Stores	AUP ^{2, 26}	AUP ²⁶	AUP ^{2, 26}	AUP ^{2, 26}	AUP ^{2, 26}	AUP ²⁶	AUP ²⁶	AUP ²⁶	RCMC 23.910.020
Drive-In and Drive-Through Sales and	N	C ^{20, 21}	N	N	C ^{6, 20, 21}	C ^{20, 21}	C ^{20, 21}	C ^{20, 21}	RCMC 23.910.030

EXHIBIT A TO THE ORDINANCE

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

EXHIBIT A TO THE ORDINANCE

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Cigarette Lounge, and Vapor Lounge									
Tasting Room, Off-Site ²³	N	P	P ²	P ²	P ²	P	P	P	
Veterinary Facility	AUP ²	P	N	N	AUP	AUP	P	P	
Automobile and Vehicle Uses									
Auto and Vehicle Sales and Rental	N	P ¹⁹	N	N	P ¹⁹	N	N	N	RCMC 23.913.040
Auto and Vehicle Sales, Wholesale	N	N	N	C	P	N	N	N	
Auto and Vehicle Storage	N	N	N	C ¹²	P ¹²	N	N	N	
Auto Parts Sales	N	P ^{11, 12}	N	N	P ^{11, 12}	N	N	N	
Car Washing	N	C	C	C	C	N	C	C	RCMC 23.913.050
Detailing/Waterless Car Wash	N	AUP	AUP	AUP	N	N	N	N	
Service Stations	N	AUP	C	C	P	N	C	C	
Vehicle Services, Major	N	N	N	C ¹²	P ¹²	N	N	N	
Vehicle Services, Minor	N	AUP ^{12, 13}	N	AUP ¹²	P ¹²	N	N	N	
Industrial, Manufacturing, and Processing Uses									
Agricultural Products Processing	N	N	N	N	C	N	N	N	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	P	P	P	P	
Brewery, Winery, Distillery	N	AUP	AUP	AUP	AUP	AUP	AUP	AUP	
Manufacturing, Major	N	N	N	N	C ¹⁴	N	N	N	
Manufacturing, Minor	N	N	N	P	P	N	N	N	
Manufacturing, Small Scale	N	P	P	P	P	P	N	N	
Printing and Publishing	N	C	C	P	P	N	N	N	
Recycling Facility, Processing	N	N	N	N	C	N	N	N	
Recycling Facility, Scrap and Dismantling Facility	N	N	N	N	C	N	N	N	

EXHIBIT A TO THE ORDINANCE

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Research and Development	N	N	P	P	P	N	N	N	
Storage, Personal Storage Facility	N	N	N	C ²⁷	P ²⁷	N	N	N	Chapter 23.915 RCMC
Storage, Warehouse	N	N	N	P	P	N	N	N	
Storage, Yards	N	N	N	P ¹⁴	P ¹⁴	N	N	N	
Wholesaling and Distribution	N	N	N	P ¹⁴	P ¹⁴	N	N	N	
Special Regulated Uses									
Card Rooms	N	P	C	C	C	N	N	N	RCMC 23.919.020
Check Cashing Businesses	N	P	N	N	N	N	N	N	RCMC 23.919.030
Massage Parlors, Massage Establishments	N	P ²⁸	N	N	N	N	N	N	Chapter 4.33 RCMC
Pawnshops	N	P	N	N	N	N	N	N	RCMC 23.919.040
Recycling Facility, Collection Facility	N	C	C	C	P	C	C	C	RCMC 23.919.050
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060
Smoke Shops	N	P	N	N	C	N	N	N	RCMC 23.919.070
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	AUP	AUP	N	N	N	RCMC 23.919.090

Chapter 23.316

GENERAL COMMERCIAL AND INDUSTRIAL ZONES

Table 23.316-1: Allowed Use and Permit Requirements for General Commercial and Industrial Zoning Districts

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Residential Uses				
Caretaker Housing	P	P	AUP	RCMC 23.901.020
Dwelling, Multifamily	P	C	N	RCMC 23.901.070 (if senior independent living)
Emergency Shelters	C	C	C	
Home Occupations	P	P	N	RCMC 23.901.030
Live-Work Facility	P	P	N	RCMC 23.901.040
Mobile Home Park	C	N	N	RCMC 23.901.050
Single-Room Occupancy (SRO)	C	C	N	
Transitional Housing	P	P	N	
Agriculture, Resource, and Open Space Uses				
Beekeeping	N	N	N	Chapter 8.12 RCMC
Recreation, Education, and Public Assembly Uses				
Cemeteries, Mausoleums	C	C	C	
Clubs, Lodges, and Private Meeting Halls	P	P	P	
Indoor Amusement/Entertainment Facility	P	AUP	AUP	
Indoor Fitness and Sports Facility	P	AUP	AUP	
Libraries and Museums	P	P	C	
Outdoor Commercial Recreation	C	C	C	
Public Safety Facility	P	P	P	
Recreational Vehicle Parks	P	C	C	
Religious Institutions	P	AUP	AUP	
Schools, Private and Special/Studios	P	AUP ¹	AUP ¹	
Schools, Public	P	P	P	
Theaters and Auditoriums	P	C	C	
Urban Agriculture				
Aquaculture	P	P	P	RCMC 23.904.030

EXHIBIT A

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Community Garden, Public	C	C	C	RCMC 23.904.030
Community Garden, Private	P	P	P	RCMC 23.904.030
Market Garden	P	P	P	RCMC 23.904.030
Private Garden	P	P	P	RCMC 23.904.030
Urban Ag Stand	P ¹¹	P ¹¹	P ¹¹	RCMC 23.904.030
Utility, Transportation, and Communication Use Listings				
Broadcasting and Recording Studios	P	P	P	
Bus and Transit Shelters	P	P	P	
Freight Yard/Truck Terminal	N	P ²	P ²	
Fuel Storage and Distribution	N	P ²	P	
Heliports	C	C	C	
Park and Ride Facility	P	P	P	
Parking Facility	P	P	P	
Telecommunication Facility	AUP	AUP	AUP	RCMC 23.907.020
Transit Facilities	N	P	P	
Transit Stations and Terminals	P	P	P	
Utility Facilities and Infrastructure	AUP	P	P	RCMC 23.907.030
Retail, Service, and Office Use Listings				
Alcoholic Beverage Sales ¹⁰	C ⁴	C ³	C ³	
Ambulance Service	AUP	AUP	AUP	
Animal Sales and Grooming	P	AUP	AUP	
Art, Antique, Collectable	P	AUP	AUP	
Artisan Shops	P	AUP	AUP	
Banks and Financial Services	P	AUP	AUP	
Bars and Nightclubs ¹⁰	C	C	C	
Brew Pub ¹⁰	P	AUP	AUP	
Building Materials Stores and Yards	P	P ²	P ²	
Business Support Services	P	P ²	P ²	
Call Centers	AUP	AUP	AUP	
Child Day Care Facility	P	C	N	
Commercial Marijuana Uses	N	N	N	
Consignment Store	P	N	N	

EXHIBIT A

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Convenience Stores	P ¹²	C ¹²	C ¹²	RCMC 23.910.020
Drive-In and Drive-Through Sales and Service	P	C	C	RCMC 23.910.030
Equipment Sales and Rental	P ^{2,8}	P ^{2,8}	P	
Furniture, Furnishings, and Appliance Stores	P	P ²	AUP	
Garden Center/Plant Nursery	P	P ²	AUP	
Grocery Stores/Supermarket	P	AUP	AUP	
Home Improvement Supplies	P ²	P ²	P	
Hotels and Motels	P	N	N	
Hotels and Motels, Extended Stay	P	N	N	
Kennels, Commercial	AUP	AUP	AUP	
Maintenance and Repair, Small Equipment	P ²	P	P	
Medical Services, General	P	AUP	AUP	
Medical Services, Extended Care	P	N	N	
Medical Services, Hospitals	P	AUP	P	
Mortuaries and Funeral Homes	P	C	C	
Neighborhood Market	P	AUP	AUP	
Offices, Business and Professional	P	AUP	AUP	
Offices, Accessory	P ⁶	P ⁶	P ⁷	
Personal Services	P	AUP	AUP	
Restaurants ¹⁰	P	AUP	AUP	
Retail, Accessory	P ⁶	P ⁶	P ⁷	
Retail, General	P	AUP	AUP	
Retail, Warehouse Club	P	AUP	AUP	
Smokers' Lounge, Hookah Bar, E-Cigarette Lounge, Vapor Lounge	P	P	N	RCMC 23.919.100; specific distance and other requirements
Tasting Room, Off-Site ¹⁰	P	AUP	AUP	
Veterinary Facility	P	P ²	P ²	
Automobile and Vehicle Uses				
Auto and Vehicle Dismantling	N	N	C	RCMC 23.913.020
Auto and Vehicle Sales	AUP	AUP ⁵	AUP ⁵	RCMC 23.913.040
Auto and Vehicle Rental	P ⁹	P ⁹	P ⁹	RCMC 23.913.040
Auto and Vehicle Sales, Wholesale	AUP ⁵	AUP	AUP	RCMC 23.913.040

EXHIBIT A

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Auto and Vehicle Storage	P ²	P ²	P ²	
Auto Parts Sales	P ²	P ²	P ²	
Car Washing	C	P	P	RCMC 23.913.050
Detailing/Waterless Car Wash	AUP	P	P	
Service Stations	C	C	C	RCMC 23.913.030
Vehicle Services, Major	P ²	P ²	P ²	
Vehicle Services, Minor	P ²	P ²	P ²	
Industrial, Manufacturing, and Processing Uses				
Agricultural Products Processing	N	C	P	
Artisanal and Specialty Manufacture, Display and Sales	P	AUP	AUP	
Brewery, Winery, Distillery	N	P	P	
Junk Tire Facility	N	N	P	RCMC 23.916.020
Manufacturing, Major	N	AUP ²	P	
Manufacturing, Minor	N	P ²	P	
Manufacturing, Small Scale	P	P ²	P	
Printing and Publishing	N	P	P	
Recycling Facility, Processing	N	AUP	P	
Recycling Facility, Scrap and Dismantling Facility	N	N	C	
Research and Development	N	P	P	
Storage, Personal Storage Facility	N	P ^{2, 13}	P ¹³	Chapter 23.915 RCMC
Storage, Warehouse	AUP	P ²	P	
Storage, Yards	N	N	P ²	
Wholesaling and Distribution	P	P ²	P	
Special Regulated Uses				
Card Rooms	N	C	C	RCMC 23.919.020
Check Cashing Businesses	N	N	N	RCMC 23.919.030
Massage Parlor, Massage Establishment	N	N	C ¹⁴	Chapter 4.33 RCMC
Pawnshops	N	N	C	RCMC 23.919.040
Recycling Facility, Collection Facility	N	AUP	P	RCMC 23.919.050
Sexually Oriented Businesses	N	P	P	RCMC 23.919.060
Smoke Shops	N	N	C	RCMC 23.919.070
Tattoo Parlors	N	N	C	RCMC 23.919.080

EXHIBIT A

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Thrift Store	N	AUP	C	RCMC 23.919.090

Table 23.316-2: General Commercial and Industrial Zoning Districts Development Standards

Development Standards	GC	M-1	M-2
Setbacks (minimum):			
Front and Street-Side/Corner	25 ft	25 ft	25 ft
Side and Rear	0 ft	0 ft	0 ft
Side and Rear, Abutting Agricultural or Residential Use or Zone	25 ft	15 ft	15 ft
Height (maximum):			
All Other Parcels	100 ft ¹	40 ft ¹	100 ft ¹

EXHIBIT A

Chapter 23.325
OVERLAY ZONING DISTRICTS

Table 23.325-1: Allowed Use Provisions in the Convention Overlay Zoning District

Land Use Category	Convention Overlay Zoning District	Special Use Regulations
Residential Uses		
Caretaker Housing	C	
Dwelling, Multifamily	P ¹	
Dwelling, Single-Family	C	
Dwelling, Two-Family	C	
Home Occupations	C	RCMC 23.901.030
Live-Work Facility	C	RCMC 23.901.040
Recreation, Education, and Public Assembly Uses		
Clubs, Lodges, and Private Meeting Halls	P	
Convention Center	P	
Indoor Amusement/Entertainment Facility	P	
Indoor Fitness and Sports Facility	C	
Libraries and Museums	P	
Outdoor Commercial Recreation	C	
Parks and Public Plazas	P	
Public Safety Facility	P	
Religious Institutions	C	
Schools, Private and Special/Studios	P	
Schools, Public	P	
Theaters and Auditoriums	P	
Utility, Transportation, and Communication Use Listings		
Heliports	C	
Park and Ride Facility	C	
Telecommunication Facility	C	RCMC 23.907.020
Transit Stations and Terminals	C	
Utility Facilities and Infrastructure	C	RCMC 23.907.030

EXHIBIT A

Land Use Category	Convention Overlay Zoning District	Special Use Regulations
Retail, Service, and Office Uses		
Alcoholic Beverage Sales	C	
Banks and Financial Services	P	
Bars and Nightclubs	C	
Bed and Breakfast Inns	C	
Building Materials Stores and Yards	AUP	
Business Support Services	AUP	
Child Day Care Facility	C	
Commercial Marijuana Uses	N	
Drive-In and Drive-Through Sales and Service	N	RCMC 23.910.030
Grocery Stores/Supermarket	P	
Home Improvement Supplies	AUP	
Hotels and Motels	P	
Hotels and Motels, Extended Stay	C	
Medical Services, General	C	
Medical Services, Extended Care	C	
Medical Services, Hospitals	C	
Offices, Business and Professional	P	
Offices, Accessory	P	
Personal Services	P	
Restaurants	P	
Retail, Accessory	P	
Retail, General	P	
Veterinary Facility	C	
Automobile and Vehicle Uses		
Auto and Vehicle Sales and Rental	AUP	
Car Washing and Detailing	C	RCMC 23.913.050
Service Stations	C	
Vehicle Services, Minor	AUP	
Industrial, Manufacturing, and Processing Uses		
Brewery, Winery, Distillery	P	
Manufacturing – Small Scale	AUP	

EXHIBIT A

Land Use Category	Convention Overlay Zoning District	Special Use Regulations
Printing and Publishing	AUP	
Research and Development	AUP	

Article 7

Site Planning and Development Standards

Chapter 23.704

YARD MEASUREMENT AND PROJECTIONS

23.704.030 Allowed encroachments/projections into required yards.

The following encroachments shall be permitted; provided, that all such features and structures maintain a minimum three-foot setback from all property lines and a minimum distance of six feet from any other structure. Detached accessory structure standards and setbacks are stated in Chapter 23.734 RCMC (Accessory Structures).

A. Cornices, sills, eaves, canopies, awnings, and similar features may encroach into any required yard area a distance not to exceed 24 inches.

B. Window bays, including roof overhangs, having a minimum surface area of 50 percent glass, may encroach 24 inches into the required yard area when the finished floor of the window bay is at least 15 inches above the finished floor of the room.

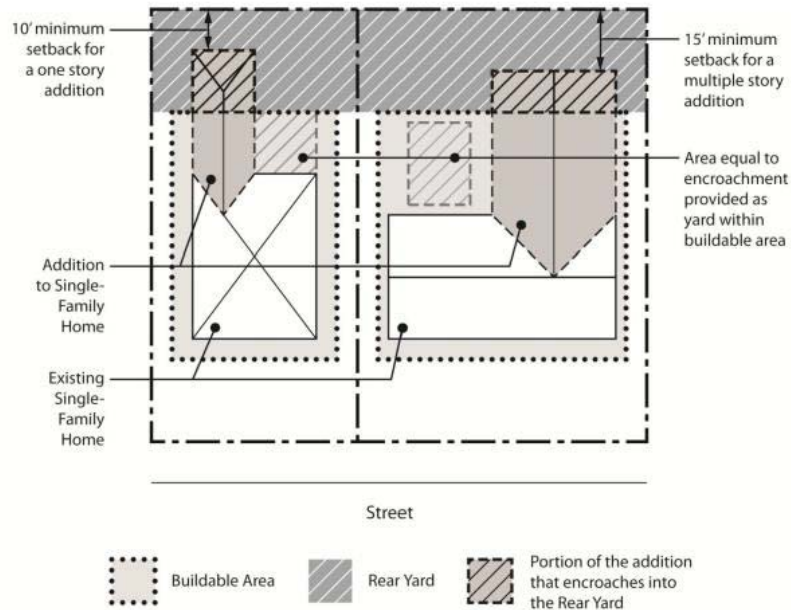
C. Fire escapes, outside stairways, balconies, and water heater enclosures projecting into a yard, court, or place not more than 36 inches and the ordinary projections of chimneys and flues may be permitted by the chief building official where the same are so placed as not to obstruct the light and ventilation of the subject property.

D. For single-family residential development, a portion of the main building may project into the required rear yard area; provided, that an equal area of the buildable portion of the lot (this area can be anywhere on the lot) is provided as a yard or court. See Figure 23.704-2 (Single-Family Encroachment). Minimum setbacks are required as follows:

1. One-story additions shall be set back a minimum of 10 feet from the rear property line.
2. Additions exceeding one story shall be set back a minimum of 15 feet from the rear property line.

EXHIBIT A

Figure 23.704-2: Single-Family Encroachment



E. Structures that are attached to the primary dwelling and that have limited or no enclosure (e.g., patio covers) are allowed to project into the required rear and interior side yard setback, provided they maintain a minimum five foot (5'0") setback from the rear and interior side property lines. This allowance shall not be subject to the requirements of subsection (D) of this section. Enclosing the attached structure would subject it to the requirements of subsection (D)(1) and (2).

[Ord. 4-2017 § 3 (Exh. B); Ord. 13-2013 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.2.040). Formerly 23.704.040].

Chapter 23.716

LANDSCAPING

**Figure 23.716-3: Non-pervious Surface Limits in Single-Family and Two-Family Residential Zones
– Irregular Shaped Lots**

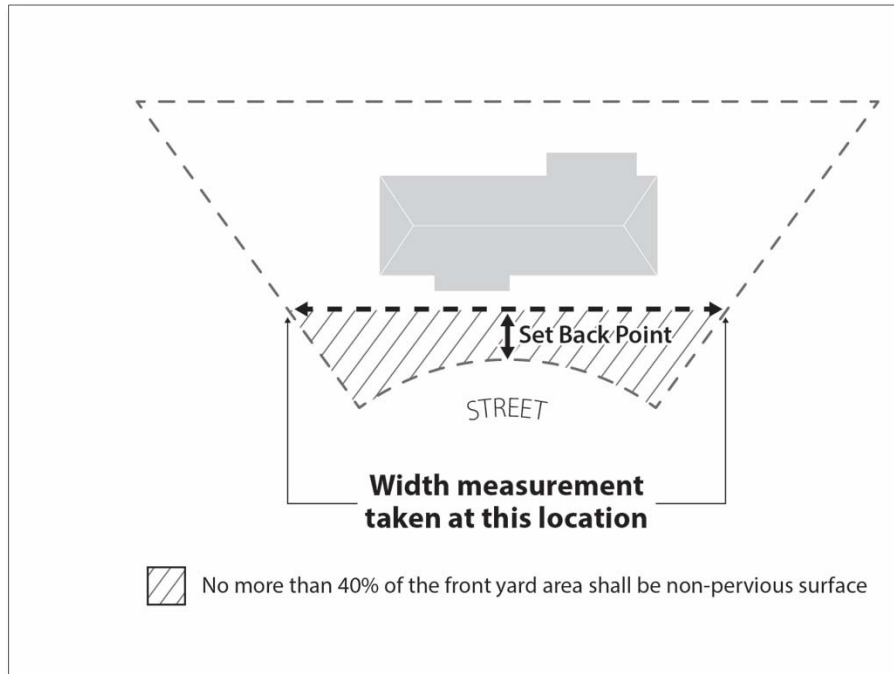


EXHIBIT A

Chapter 23.719
PARKING AND LOADING

Table 23.719-1: Required Minimum Vehicle Ratios

Land Use Category	Vehicle Parking Spaces
Residential Uses	
Adult Day Care Home	None beyond single-family
Caretaker Housing	1/bedroom
Dwelling, Multifamily	
Studio and one-bedroom units	1.5/unit
Two- and three-bedroom units	2/unit
Four- or more bedroom units	2/unit
+ Guest parking	0.6/unit
Accessory Dwelling Unit ¹¹	1/unit
Junior Accessory Dwelling Unit	No minimum
Dwelling, Single-Family ^{1,2}	2/unit
Dwelling, Two-Family ^{1,2}	2/unit
Family Day Care Home, Large	1 additional
Family Day Care Home, Small	No minimum
Group Residential	None beyond single-family
Guest House	0 additional
Home Occupations ³	1 additional
Live-Work Facility	2/unit (plus 0.25/unit for guests)
Manufactured Home	2/unit
Mobile Home	2/unit
Mobile Home Park	2/unit
Residential Care Home	1 space per employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Senior Independent Living Facility	0.5/unit (plus 0.1 per unit for guests)
Agriculture, Resource, and Open Space Uses	
Equestrian Facility	1/4 stables
Recreation, Education, and Public Assembly Uses	
Cemeteries, Mausoleums	1/4 seats ⁵

EXHIBIT A

Land Use Category	Vehicle Parking Spaces
Clubs, Lodges, and Private Meeting Halls	1/3 seats ⁵
Community Centers/Civic Uses	4/1,000 sf
Community Garden	1/5,000 sf lot area ⁴
Correctional Institution	Parking Study Required
Golf Courses ⁶	10/hole
Indoor Amusement/Entertainment Facility	4/1,000 sf
Indoor Fitness and Sports Facility	4/1,000 sf
Libraries and Museums	3/1,000 sf
Outdoor Commercial Recreation	2/1,000 sf ⁷ or 1/4 seats or person capacity, whichever is greater
Parks and Public Plazas (less than 10 acres)	No minimum
Parks (10 acres or larger)	5% of total site area ^{4,7}
Public Safety Facility	4/1,000 sf
Recreational Vehicle Parks	1.5/site
Religious Institutions	0.3/seat
Resource-Related Recreation	1/10,000 sf land area, minimum 4 spaces
Schools, Public	
Preschool facilities and kindergartens	1/employee plus 1 per classroom, or 1/3 seats in assembly area, whichever is greater
Elementary or middle schools	1/employee plus 1 per classroom, or 1/3 seats in assembly area, whichever is greater
High schools	1/employee plus 1/3 students in 11th and 12th grades; or 1/3 seats in main auditorium
Colleges	1 space/employee + 1 space/2 students; or 1/3 seats in largest assembly area
Commercial schools	1 space/employee + 1 space/2 students; or 1/3 seats in largest assembly area
Stadiums/Arenas	Special review of parking required
Theaters and Auditoriums	0.3/seat ¹⁰
Utility, Transportation, and Communication Use Listings	
Airport	Parking Study Required
Broadcasting and Recording Studios	3.2/1,000 sf
Heliports	1/landing pad
Park and Ride Facility	N/A
Parking Facility	N/A
Telecommunication Facility	0.5/1 employee
Utility Facilities and Infrastructure	0.5/1 employee
Retail, Service, and Office Uses	

EXHIBIT A

Land Use Category	Vehicle Parking Spaces
Adult Day Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Alcoholic Beverage Sales	3.6/1,000 sf
Ambulance Service	3.2/1,000 sf
Animal Sales and Grooming	3.6/1,000 sf
Art, Antique, Collectable	3.6/1,000 sf
Artisan Shops	3.6/1,000 sf
Banks and Financial Services	3.2/1,000 sf
Bars and Nightclubs	1 per 3 fixed seats, or 1/50 sf of net floor area of assembly space
Bed and Breakfast Inns	1/room
Building Materials Stores and Yards	1/1,000 sf
Business Support Services	3.2/1,000 sf
Call Centers	6/1,000 sf
Child Day Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Convenience Stores	3.6/1,000 sf
Drive-In and Drive-Through Sales and Service (not including restaurants)	1 space/2 employees during period of greatest employment
Equipment Sales and Rental ⁸	1/250 sf interior sales area, plus 1/1,000 sf exterior display area
Furniture, Furnishings, and Appliance Stores	1/1,000 sf
Garden Center/Plant Nursery	1/300 sf retail sales area, plus 1/1,000 sf exterior display area
Grocery Stores/Supermarket	3.5/1,000 sf
Home Improvement Supplies	2.5/1,000 sf
Hotels and Motels	1/room
Kennels, Commercial	3.2/1,000 sf
Maintenance and Repair, Small Equipment	3.2/1,000 sf
Medical Services, General	3.9/1,000 sf
Medical Services, Extended Care	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8 persons at facility capacity
Medical Services, Hospitals ⁹	2/bed or 2/1,000 sf
Mortuaries and Funeral Homes ⁵	1/3 seats
Neighborhood Market	3/1,000 sf
Offices, Business and Professional	3/1,000 sf
Offices, Accessory	3/1,000 sf
Personal Services	3.2/1,000 sf
Residential Care Facility	1 space/employee, plus 1 space/facility vehicle, plus 1 space/8

EXHIBIT A

Land Use Category	Vehicle Parking Spaces
	persons at facility capacity
Restaurants	1/3 seats
Retail, Accessory	3.6/1,000 sf
Retail, General	3.6/1,000 sf
Retail, Warehouse Club	3.6/1,000 sf
Veterinary Facility	3.2/1,000 sf
Regional Shopping Center	5.5/1,000 sf
Tasting Room ¹²	1 space/300 sf
Automobile and Vehicle Uses	
Auto and Vehicle Dismantling	3 spaces, plus 1 space/employee
Auto and Vehicle Sales and Rental	2.5/1,000 sf, plus 1 space per rental vehicle
Auto and Vehicle Sales, Wholesale	1/1,000 sf, minimum 2 spaces
Auto and Vehicle Storage	1/2,000 sf, plus 1 space/company-operated vehicle
Auto Parts Sales	3.6/1,000 sf
Car Washing and Detailing	3 spaces minimum + 2 per bay
Service Stations	3 spaces minimum + 2 per bay
Vehicle Services	2 per service bay
Industrial, Manufacturing, and Processing Uses	
Agricultural Products Processing	1.6/1,000 sf, plus 1 space/company-operated vehicle
Manufacturing	1.6/1,000 sf, plus 1 space/company-operated vehicle
Office (as accessory to a use in this category)	2.7/1,000 sf
Printing and Publishing	1/1,000 sf, plus 1 space/company-operated vehicle
Recycling Facility, Processing	1/200 sf office space, plus 1 space/employee
Recycling Facility, Scrap and Dismantling Facility	1/1,000 sf, plus 1 space/company-operated vehicle
Research and Development	3/1,000 sf
Storage, Personal Storage Facility	1/2,000 sf, plus 1 space/company-operated vehicle
Storage, Warehouse	0.5/1,000 sf, plus 1 space/company-operated vehicle
Wholesaling and Distribution	0.5/1,000 sf, plus 1 space/company-operated vehicle
Special Regulated Uses	
Card Rooms	1/2 seats in play area
Check Cashing Businesses	3.6/1,000 sf
Massage Parlor	3.2/1,000 sf
Pawnshops	3.6/1,000 sf

EXHIBIT A

Land Use Category	Vehicle Parking Spaces
Recycling Facility, Collection Facility	3.2/1,000 sf
Sexually Oriented Businesses	1/3 fixed seats or 4/1,000 sf, whichever is greater
Smoke Shops	3.6/1,000 sf
Tattoo Parlors	3.6/1,000 sf
Thrift Store	3.6/1,000 sf

Notes:

1. See RCMC 23.719.130.
 2. Parking may be reduced to one space per unit for residential units for low or moderate income subsidized homeownership units.
 3. Additional parking for home occupations is not required to be covered or enclosed and may occur within the front or street-side yard setback on a driveway or other paved surface.
 4. On-street parking space adjacent to park property may be credited toward parking requirement.
 5. Applies to seating in main or largest assembly area only.
 6. Clubhouse calculated as retail and provided in addition to required spaces for golf courses. Additional parking not required for accessory uses (e.g., driving ranges, putting greens, maintenance shops, equipment storage).
 7. Parking based on area of active recreation only.
 8. Indoor and outdoor merchandise display areas.
 9. Calculate associated medical office facilities as medical services, general.
 10. If fixed seating is not used, then parking shall be provided at a ratio of one space/30 square feet of floor area in the assembly hall(s).
 11. Parking requirements shall be in compliance with Government Code Section 65852.2. No additional parking shall be required for an accessory dwelling unit if: the unit is located within one-half mile of public transit, the unit is located within an architecturally and historically significant district; the unit is part of the existing primary residence or an existing accessory structure; or there is a car share vehicle located within one block of the unit.
 12. Required parking spaces for adjacent uses can be counted towards the required parking for a tasting room as long as the hours of operations for the use do not overlap with the tasting room hours.
- [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.7.080). Formerly 23.719.080].

23.719.130 Standards for off-street parking for private residences.

Off-street parking and driveways for detached dwellings, manufactured homes, single-family attached dwellings, and two-unit attached dwellings shall meet the following requirements:

C. Parking in excess of the required parking (e.g., driveways) may be provided within the front and street side yard setback, as follows:

1. Vehicle parking (including driveways) within the front yard area or as seen by the public street in residential areas shall be provided on a lasting, durable surface (e.g., concrete, asphalt, ~~grasscrete~~, or similar material). Permeable paving materials, such as paver stones, pervious concrete, ~~paving strips~~ or interlocking grids with gravel, are permitted as an alternative to a standard asphalt or concrete surface. Use of ~~grasscrete~~, ribbon drive (~~Hollywood strips~~) or other acceptable alternatives as determined by the director may be allowed for purposes of a driving surface that leads to a legal parking area outside of the front yard area or as seen by the public street. ~~to meet the requirement. However, no~~ No parking is allowed on these features within the front yard area or as seen by the public ~~adjoining~~ street.

Chapter 23.728

OUTDOOR DISPLAY, SALES, AND STORAGE

Sections:

- 23.728.010 Purpose.
- 23.728.020 Permit requirements and exemptions.
- 23.728.030 Development standards.

23.728.010 Purpose.

The purpose of this chapter is to regulate permanent and temporary outdoor display, sales, and storage uses. The intent of these regulations is to encourage outdoor displays and activities that are compatible with associated and nearby uses and do not obstruct pedestrian or vehicle circulation or create an unsightly appearance of unrestricted clutter. [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.10.010)].

23.728.020 Permit requirements and exemptions.

The following outdoor activities shall be subject to the permit requirements listed herein:

- A. Permanent Outdoor, Display, and Sales. Permanent outdoor display, and sales are permitted (consistent with the allowed use provisions of the underlying zoning district), subject to zoning certification, when all related activities are developed and operated consistent with the standards of this chapter.
- B. Permanent Outdoor Storage. Permanent outdoor storage is permitted as an incidental use to a principal use in all zoning designations, except for agricultural and residential zoning districts. If not part of the original development permit for the principal use, permanent outdoor storage may be permitted subject to a minor design review. In all cases, permanent outdoor storage shall be consistent with the development standards of this chapter.
- C. Temporary Outdoor Storage, Display, and Sales. A temporary use permit is required for all temporary outdoor storage, displays, and sales, unless otherwise specified in Chapter 23.922 RCMC (Temporary Uses). Such uses shall be consistent with the development standards of this chapter and shall also be consistent with the standards for temporary uses (Chapter 23.922 RCMC, Temporary Uses). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.10.020)].

23.728.030 Development standards.

A. General Development Standards for All Activities. The following development standards apply to all outdoor display, sales, and storage activities:

1. Location. Outdoor display, sales, and storage activities shall not be located within any public right-of-way (unless an encroachment permit has been issued), in required parking spaces or within designed vehicle drive aisles, or within required landscape planter areas. Outdoor display, sales, and storage activities may also not disrupt or impede required pedestrian circulation paths as required by Chapter 23.722 RCMC (Standards for Pedestrian-Oriented Spaces) or the building code.
2. Hours of Operation. Except as otherwise provided, hours of operation for outdoor display, sales, and storage activities shall be consistent for the hours of operation for the corresponding primary use.
3. Noise. Any noise generated by the outdoor display, sales, or storage activity shall be consistent with the city's noise ordinance (Chapter 6.68 RCMC, Noise Control).
4. Signs. No additional business identification or advertising signs for the outdoor display, sales, or storage activity may be permitted above the maximum allowable sign area for the corresponding primary use, except when the outdoor activity is the primary use, as determined by the director (e.g., Christmas tree lot).
5. Maintenance. Outdoor activity areas shall be kept free of garbage and other debris.

EXHIBIT A

B. Standards for Outdoor Display and Sales. The following development standards shall apply to all permanent and temporary outdoor display and sales activities:

1. Associated with the Primary Use. All outdoor display and sales activities shall be associated with the primary use of the property. Only those goods and services associated with the primary use may be stored, sold, or displayed. All outdoor display and sales activities that are independent of the primary use shall be considered their own primary use and regulated as such (e.g., seasonal sales as a temporary use requiring a temporary use permit).
2. Maximum Area. Unless otherwise approved in conjunction with development permits, the area used for permanent outdoor display and sales of materials shall not exceed 10 percent of the gross floor area of the corresponding commercial building. The following uses and activities are specifically exempt from this requirement, provided all other development standards are satisfied:
 - a. Vehicle and equipment sales and rentals (e.g., automobile, boat, RV, construction equipment, etc.), provided storage and display is limited to vehicles offered for sale or rental only.
3. Time Limit for Temporary Activities. See the provisions of Chapter 23.922 RCMC (Temporary Uses) for duration and permit requirements for temporary promotional sales.

C. Standards for Outdoor Storage. The following development standards shall apply to all permanent and temporary outdoor storage activities:

1. Location. Outdoor storage may not be located within any required front or street side yard for the underlying zoning district within which the activity is located.
2. Height Limitation. The height of stacked materials and goods shall be no greater than that of any building, wall, fence, or gate enclosing the storage area. For additional height limitations for recycling and junk tire facilities, see RCMC 23.916.020 (Junk tire facility). For additional height limitations for automotive dismantling, see RCMC 23.913.020 (Automobile dismantling).
3. Screening. Screening of outdoor storage shall be consistent with RCMC 23.731.080(A)(7) (Outdoor Equipment, Storage, and Work Areas).
4. Cargo Shipping Containers. Cargo Shipping Containers may be utilized for outdoor storage of goods and materials in all zoning districts, except agricultural and residential zoning districts and subject to the development standards of this Chapter.[Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 4.10.030)].

Chapter 23.743

SIGNS

23.743.050 Prohibited signs.

The signs listed in this section are inconsistent with the purposes and standards of this chapter as described below and as such are prohibited in all zoning districts, unless specifically authorized by another provision of this chapter:

Q. Reserved

S. Electronic message and graphic display sign, except as provided for in RCMC 23.743.065 (Standards for electronic message and graphic display signs).

T. Signs with fluctuating illumination, including any changes in light intensity or use of intermittent, strobe, or moving light that does not fall under the definition of another sign type (e.g., video display sign), unless approved under Section 23.743.065

23.743.065 Standards for electronic message signs.

B. Development Standards. The following provisions apply to electronic message signs:

7. Signs are not permitted as fixed attachments to or as part of the building façade unless they are not visible in the public right of way. Temporary projection onto a building façade is permitted and does not violate this code.

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Special Use Provisions

Article 9. Specific Use Provisions

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Chapter 23.913

AUTOMOTIVE AND VEHICLE USES

23.913.050 Car Washes

A. Purpose. The purpose of this section is to regulate car washes with development standards that address the mitigation of traffic, congestion, and noise.

B. Applicability. Development standards herein shall apply to all new primary or accessory car wash facilities and will be reviewed in conjunction with the required conditional use permit and design review application.

C. Development and Design Standards. The following standards shall be the minimum requirements for all car wash facilities. Deviations from these standards may be considered as part of a conditional use permit.

1. Drive Aisles. The minimum standard for drive aisles are as follows:
 - a. Aisles shall have a 12-foot minimum width on curves and an 11-foot minimum width on straight sections.
 - b. Aisles shall provide a minimum of 60 feet reservoir space.
 - c. Aisle entrances and exits shall be at least 25 feet from an intersection of public rights-of-way, measured at the closest intersecting curbs and at least 25 feet from the curb-cut on an adjacent property.
 - d. Aisles shall be separated from the site's ingress and egress routes or access to a parking space.
 - e. Landscaping of aisles shall be consistent with the requirements of RCMC 23.716.060 (C) (Screening of Drive-through aisles).
2. Site Layout. The building shall be oriented on the site to minimize visibility of the car wash entrance from public rights-of-way.
3. Hours of Operation. Car wash facilities shall not be allowed to operate 24 hours per day.
4. Noise. Vacuums shall be equipped with automatic shut off timers to prevent use when the facility is closed. Vacuums shall be located a minimum of twenty five (25) feet from any residentially zoned property or use

Article 11

Definitions

Chapter 23.1104

GENERAL DEFINITIONS

23.1104.040 Land use definitions.

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

“Detailing or waterless car wash” means a facility that offers interior or exterior cleaning of chrome trim, windows, wheels and other visible components on a vehicle’s exterior. Cleaning typically includes the use of pre-mixed cleaners that are sprayed on and wiped off and very little use of water.

23.1104.050 Sign definitions.

“Changeable copy sign” means a sign or portion of a sign with characters, letters, or illustrations that can be changed or rearranged without altering the face or the surface of the sign. A sign on which the message changes more than once per day shall be considered an animated sign and not a changeable copy sign. “Examples include, but are not limited to gas station pricing, theater marquis signs,

“Electronic message or graphic display sign” means a sign or portion of a sign that displays still, scrolling, moving or flashing text or graphic images with text, electronic, static images, static graphics or static pictures, with or without text information, generated by a number of small matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, re-pixelization or dissolve modes. Electronic graphic display signs include computer programmable, microprocessor-controlled electronic or digital displays. An electronic message or graphic display sign could be used as a message delivery method for a monument sign or other freestanding sign, or billboard, subject to all applicable provisions and limitations in the Code. Electronic message or graphic display signs may project text or images onto buildings or other objects. Digital freeway signs utilizing electronic messaging technology are subject to the standards and permit requirements in RCMC 23.743.150.

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MEMORANDUM



DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Zach Bosch, Associate Civil Engineer

SUBJECT: **ORDINANCE AMENDING SECTIONS 10.50.010 AND 10.50.020 OF THE RANCHO CORDOVA MUNICIPAL CODE TO ESTABLISH RADAR ENFORCEABLE SPEED LIMITS ON THE ROADS LISTED IN ORDINANCE 1-2018.**

RECOMMENDATION

Waive the second reading and adopt Ordinance No. 1-2018.

RESULT OF RECOMMENDED ACTION

Adoption of Ordinance No. 1-2018 will allow the City of Rancho Cordova to establish radar enforceable speed limits on the roads listed in the Ordinance.

BACKGROUND

On February 20, 2018, the City Council waived the first reading and passed Ordinance No.1-2018 to a second reading. A summary of the speed surveys is shown in Attachment 2. The Ordinance will allow the City of Rancho Cordova to establish radar enforceable speed limits on the roads listed in the Ordinance.

In the interest of public safety and to comply with requirements of the California Vehicle Code, staff has completed Engineering and Traffic Surveys to determine the appropriate speed limits for specific roads nearing the end of the five-year cycle.

ATTACHMENTS

1. Ordinance 1-2018.
2. List of Streets Survey.

Proposed Ordinance – March 5, 2018 City Council Meeting

CITY OF RANCHO CORDOVA

ORDINANCE NO. 1-2018

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA AMENDING SECTIONS 10.50.010 AND 10.50.020 OF
CHAPTER 10.50 OF TITLE 10 OF THE RANCHO CORDOVA MUNICIPAL CODE
REGARDING REDUCED SPEED LIMITS ON SPECIFIC STREETS**

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

Section 1. Purpose and Declarations.

WHEREAS, California Vehicle Code Section 22358 authorizes the City of Rancho Cordova ("City") to determine and declare by ordinance a prima facie speed limit less than the speed limit set forth in Vehicle Code Section 22349 if the City determines upon the basis of an engineering and traffic survey that the speed limit set forth in Vehicle Code Section 22349 is more than is reasonable or safe upon any portion of any street other than a state highway where the speed limit set forth in Vehicle Code Section 22349 is applicable; and

WHEREAS, an engineering and traffic survey ("Survey") was conducted by the City; and

WHEREAS, the Survey established speed limits for certain City streets, as set forth in Section 3; and

WHEREAS, the City Council has determined that the speed limits set forth in the Survey are most appropriate to facilitate the orderly movement of traffic within the City and are reasonable and safe; and

WHEREAS, this Ordinance would modify Rancho Cordova Municipal Code section 10.50.010 and 10.50.020 by establishing speed limits for certain City streets, based upon the results of the Survey.

Section 2. Amendment of Code. Section 10.50.010 of Chapter 10.50 of Title 10 of the Rancho Cordova Municipal Code is hereby amended to read as follows:

10.50.010 Determination and declaration of prima facie speed limits.

The City Council approves and adopts the engineering and traffic surveys dated February 20, 2018, prepared by the city, for the streets and portions thereof set forth therein, copies of which are on file and available for public inspection in the offices of the City Clerk. The City Council finds and determines that the surveys were conducted in accordance with the Vehicle Code and methods of conducting engineering and traffic surveys prescribed in the California Department of Transportation and that the survey justifies the speed limits recommended for the streets and portions of streets therein described. The City Council declares these speed limits as prima facie speed limits for the streets or portions thereof, which limits shall be effective when appropriate signs giving notice thereof are erected upon the streets or portions thereof.

Proposed Ordinance – March 5, 2018 City Council Meeting

Section 3. Amendment of Code. Section 10.50.020 of Chapter 10.50 of Title 10 of the Rancho

Cordova Municipal Code is hereby amended to read as follows:

10.50.020 Prima Facie Speed Limits Declared

The following prima facie speed limits are established based on prevailing speeds and according to traffic and engineering studies:

1. Baroque Drive:
 - a. Between Zinfandel Drive and Zinfandel Drive, 35 mph;
2. Bear Hollow Drive:
 - a. Between Zinfandel Drive and North Mather Boulevard, 35 mph;
3. Business Park Drive:
 - a. Between Horn Road and Bradshaw Road, 35 mph;
4. Capital Center Drive:
 - a. Between White Rock Road and International Drive, 35 mph;
5. Chase Drive:
 - a. Between Coloma Road and Hagan Park, 25 mph;
6. Chrysanthy Boulevard:
 - a. Between Sunrise Boulevard and eastern terminus of street, 35 mph;
7. Coloma Road:
 - a. Between Folsom Blvd and Sunrise Blvd, 40 mph;
8. Data Drive:
 - a. Between International Drive and White Rock Road, 35 mph;
9. Disk Drive:
 - a. Between Data Drive and Prospect Park Drive, 35 mph;
10. Douglas Road:
 - a. Between Sunrise Boulevard and Rancho Cordova Parkway, 55 mph,
 - b. Between Rancho Cordova Parkway and Americanos Boulevard, 50 mph;
11. Explorer Drive:
 - a. Between Lincoln Village Drive to Lincoln Village Drive, 25 mph;
12. Femoyer Street:
 - a. Between Mather Boulevard and International Drive, 40 mph;
13. Fitzgerald Road:
 - a. Between White Rock Road and Recycle Road, 35 mph;
14. Folsom Boulevard:
 - a. Between Horn Road and Routier Road, 45 mph,
 - b. Between Routier Road and Cordova Lane, 40 mph,
 - c. Between Cordova Lane and Sunrise Boulevard, 45 mph,
 - d. Between Sunrise Boulevard and Hazel Avenue, 45 mph;
15. Georgetown Drive:
 - a. Between Coloma Road and McGregor Drive, 25 mph;
16. Gold Camp Drive:
 - a. Between Sun Center Drive and Prospect Park Drive, 35 mph;
17. Gold Canal Drive:
 - a. Between Sun Center Drive and White Rock Road, 35 mph;
18. Gold Center Drive:
 - a. Between Zinfandel Drive and Prospect Park Drive, 30 mph,
 - b. Between Prospect Park Drive (west) and Prospect Park Drive (east), 35 mph;
19. Horn Road:
 - a. Between Routier Road and Paseo Rio Way, 35 mph;
20. International Drive:
 - a. Between Mather Field Road and Sunrise Boulevard, 45 mph;
21. Kiefer Blvd:
 - a. Between Sunrise Blvd and Rancho Cordova Parkway, 45 mph;
22. Kilgore Road:

Proposed Ordinance – March 5, 2018 City Council Meeting

- a. Between Folsom Boulevard and White Rock Road, 35 mph,
- b. Between White Rock Road and Baroque Way, 40 mph;
- 23. Lincoln Village:
 - a. Between Bradshaw Road and Draco Drive, 35 mph,
 - b. Between Draco Drive and Routier Road, 25 mph;
- 24. Luyung Drive:
 - a. Between White Rock Road and Mechanical Drive, 35 mph;
- 25. Mather Field Road:
 - a. Between Peter A McCuen Boulevard and Folsom Boulevard, 45 mph;
- 26. McGregor Drive:
 - a. Between Folsom Boulevard and Coloma Road, 25 mph;
- 27. Mills Park Drive:
 - a. Between White Rock Road and Folsom Boulevard, 25 mph;
- 28. Mills Station Road:
 - a. Between Routier Road and Mather Field Road, 35 mph,
 - b. Between Mather Field Road and White Rock Road, 25 mph;
- 29. Monier Circle:
 - a. Between Sunrise Boulevard and Sunrise Boulevard, 30 mph;
- 30. Old Placerville Road:
 - a. Between Systems Parkway and Rockingham Drive, 45 mph;
- 31. Olson Drive:
 - a. Between Mills Park Drive and Zinfandel Drive, 25 mph,
 - b. Between Zinfandel Drive and Folsom Boulevard, 35 mph;
- 32. Paseo Drive:
 - a. Between Folsom Boulevard and Las Casas Way, 25 mph;
- 33. Peter A McCuen Boulevard:
 - a. Mather Boulevard and Femoyer Street, 30 mph;
- 34. Prospect Park Drive:
 - a. Between White Rock Road and White Rock Road, 35 mph,
 - b. Between White Rock Road and Baroque Way, 35 mph;
- 35. Quality Drive:
 - a. Between International Drive and White Rock Road, 35 mph;
- 36. Rancho Cordova Parkway:
 - a. Between Kiefer Blvd and Chrysanthy Blvd, 45 mph;
- 37. Recycle Road:
 - a. Between Sunrise Boulevard and Elks Circle, 30 mph;
- 38. Reserve Drive:
 - a. Between Data Drive and International Drive, 35 mph;
- 39. Rockingham Drive:
 - a. Between Mather Field Road and S. White Rock Road, 25 mph,
 - b. Between Mather Field Road and Old Placerville Road, 35 mph;
- 40. Routier Road:
 - a. Between Old Placerville Road and Folsom Boulevard, 40 mph;
- 41. S. White Rock Road:
 - a. Between International Drive and White Rock Road, 25 mph;
- 42. Sun Center Drive:
 - a. Between Prospect Park Drive and Sunrise Boulevard, 35 mph;
- 43. Sunrise Boulevard:
 - a. Between Kiefer Boulevard and Herodian Drive, 50 mph;
 - b. Between Herodian Drive and White Rock Road, 45 mph;
 - c. Between White Rock Road and Folsom Boulevard, 45 mph;
 - d. Between Folsom Boulevard and Coloma Road, 45 mph;
 - e. Between Coloma Road and City Limits, Southbound, 45 mph
- 44. Systems Parkway:
 - a. Between Routier Rd and Old Placerville Rd, 35 mph;
- 45. Trade Center Drive:
 - a. Between Sun Center Road and Mercantile Road, 30 mph;
- 46. Trinity River Drive:
 - a. Between Coloma Road and Sunrise Boulevard, 30 mph;
- 47. Vanguard Drive:
 - a. Between Explorer Drive and Routier Road, 25 mph;

Proposed Ordinance – March 5, 2018 City Council Meeting

48. White Rock Road:
- a. Between Mills Station Road and Mills Park Drive, 25 mph,
 - b. Between S. White Rock Road and Zinfandel Drive, 40 mph,
 - c. Between Zinfandel Drive and Sunrise Boulevard, 45 mph;
49. Zinfandel Drive:
- a. Between Sunrise Boulevard and Folsom Boulevard, 30 mph,
 - b. Between Folsom Boulevard and White Rock Road, 35 mph,
 - c. Between White Rock Road and International Drive, 40 mph,
 - d. Between International Drive and City Limits, 45 mph.

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances, 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 phase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phases be held unconstitutional, invalid or unenforceable.

Section 5. EffectiveDate. Within fifteen (15) days from and after adoption, a Summary of this Ordinance shall be published once in the Grapevine Independent, or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of March, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

Location	From - to	Existing Speed (MPH)	New Speed Limit
Crysanthy Blvd	Sunrise Blvd - Eastern Terminus of the Street	40	35
Gold Center Dr	Zinfandel Dr to Prospect Park Dr	35	30
Kilgore Rd	White Rock Road to Baroque Dr	45	40
McGregor Rd	Zinfandel Blvd to Coloma Rd	30	25
Sunrise Blvd	Keifer Blvd to Herodian Dr	55	50
Sunrise Blvd	Herodian Dr to White Rock Rd	50	45
Systems Parkway	Routier Rd to Old Placerville Rd	40	35
Trade Center Dr	Sun Center Dr to Mercantile Rd.	35	30

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director



SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ESTABLISHING A DEPOSITORY RELATIONSHIP WITH AMERICAN RIVER BANK

RECOMMENDATION

Adopt Resolution 39-2018.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 39-2018 authorizes the City Manager to execute the contract and any associated agreements between the City and American River Bank to provide banking services consistent with the local banking preference program.

BACKGROUND

In order to help support Rancho Cordova businesses, the City issued a Request for Proposal from local banks in January 2018 to participate in the Responsible Investments for a Stronger Economy (RISE) program. The RISE program requires, among other things, that participating banks prioritize lending and underwriting to Rancho Cordova small and medium-sized businesses. American River Bank was selected to partner with the City to provide enhanced access to capital for businesses.

FISCAL IMPACT

The City will move a portion of its investment portfolio currently held in the Local Agency Investment Fund (LAIF) to American River Bank. American River Bank will pay an interest rate that will continue to meet or exceed the most recently published LAIF rate.

ATTACHMENT

1. Resolution 39-2018.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 39-2018****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, ESTABLISHING A DEPOSITORY RELATIONSHIP
WITH AMERICAN RIVER BANK**

WHEREAS, the City issued a Request for Proposals for Banking Services from local banks in January 2018 in cooperation with the Responsible Investments for a Stronger Economy (RISE) program; and

WHEREAS, the RISE program requires the participating bank to prioritize lending and underwriting to Rancho Cordova small and medium-sized businesses; and

WHEREAS, the City has selected American River Bank as one of two local banks that the City has chosen to partner with in this program; and

WHEREAS, in the establishment of this relationship and maintenance of this account, it is necessary to establish authorized City signatories to conduct fiduciary activities on behalf of the City.

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

1. The City Council hereby accepts the proposal from American River Bank and authorizes the City Manager to execute necessary agreements with American River Bank to establish a depository relationship with the Bank.
2. The City Council hereby authorizes the City Manager, Administrative Services Director/Chief Financial Officer/Finance Director and Senior Accountant to act as signatories on the City's account.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of March, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTACHMENT 1**ATTEST:**

Stacy Leitner, City Clerk

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director
Stacy Delaney,
Community Enhancement Analyst II

SUBJECT: Community Enhancement Fund Citizen Oversight Board Appointments



RECOMMENDATION

The City Council interview, discuss, and select, by a majority vote of the full City Council, five two-year term Board members and two one-year term at-large student appointees to fill the new Community Enhancement Fund Citizen Oversight Board.

RESULT OF RECOMMENDED ACTION

The five Oversight Board members and up to two at-large student appointees will be appointed to provide a review and audit of how tax revenues from Measure H are spent by the City.

BACKGROUND

This item was continued from the City Council meeting that occurred on February 20, 2018. At that meeting, the four City Council members that were in attendance made their recommendations to the Community Enhancement Fund Oversight Board, which are as follows:

- Mayor Linda Budge recommended Nica Gauff
- Vice Mayor Bob McGarvey recommended Lee Frechette
- Councilmember Donald Terry recommended Andrew Carhart
- Councilmember Garrett Gatewood recommended Eunie Linden

Mason Trujillo from Cordova High School is the at-large student appointee. No current recipients of the Promise Program have expressed an interest in participating at this time.

At the March 5, 2018 City Council meeting, Councilmember David Sander will provide his recommendation. The full City Council will then vote.

FISCAL IMPACT

The only fiscal impact would be the cost of staff time to prepare for and participate in Oversight Board meetings. The amount of time cannot be determined at this time but will be funded by the Community Enhancement Fund administrative allocation.

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Darcy Goulart, Principal Planner

SUBJECT: **DISCUSSION AND DIRECTION ON POTENTIAL DEVELOPMENT PROJECTS IN THE BRADSHAW VILLAGE CENTER AND VILLAGE OF ZINFANDEL**



RECOMMENDATION

Receive report and direct staff on the proposed development projects in the Bradshaw Village Center and Villages of Zinfandel.

RESULT OF RECOMMENDED ACTION

No formal action is requested of Council at this time. Council insight and/or direction to City staff on the proposed development projects will assist the perspective applicants with a future submittal.

BACKGROUND

From time to time, staff is asked to review potential development projects on sites that may be inconsistent with an underlying plan or that may need some additional consideration based upon location, intensity or overall vision of a particular area. Occasionally, these proposals warrant some additional discussion at a Council level before proceeding with a formal submittal to the City. Recently, staff has been asked to review two potential development projects that warrant this additional level of discussion. The discussion below provides details on each project, outlines any potential issue and when needed, asks Council for specific direction or feedback. The discussion will assist the perspective applicants with a future submittal.

ANALYSIS

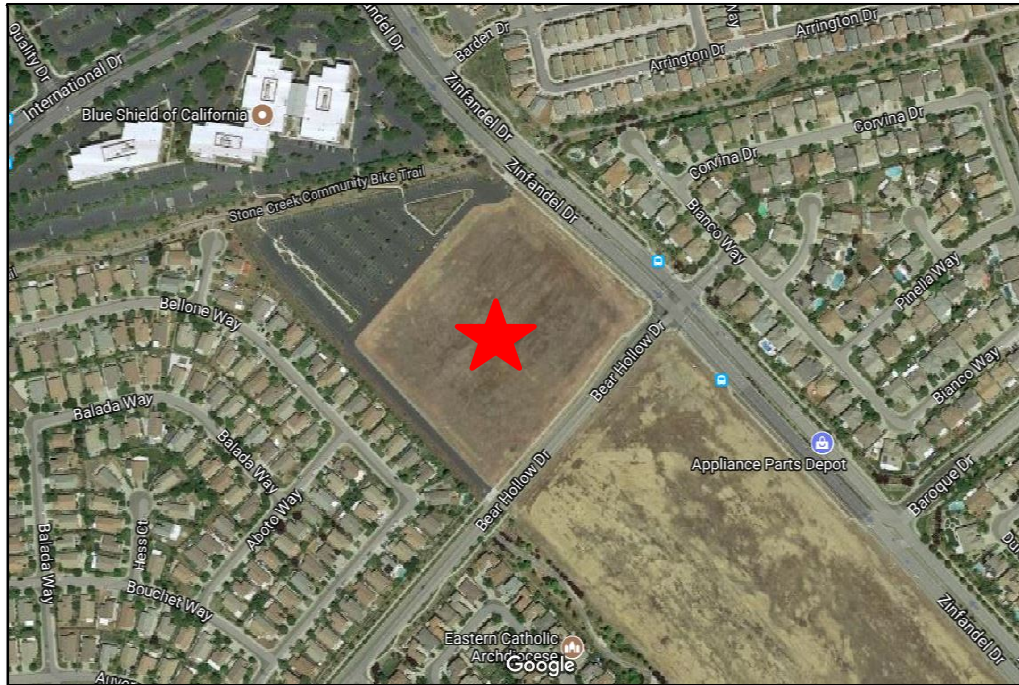
Bear Hollow and Zinfandel

Prospective applicants approached City staff regarding the potential to develop an apartment complex on the parcel located on the northwest corner of Bear Hollow Drive and Zinfandel Drive. The parcel is located within the Villages of Zinfandel Special Planning Area (ZSPA), which was adopted by the Sacramento County Board of Supervisors in 2000. The intent when adopted was to permit infill development in a manner consistent with the General Plan that allows for mixed land uses including residential, industrial, office, commercial, recreational, and public uses.

The subject parcel is approximately 8.86 acres in size and zoned BP (Business Professional), which is consistent with the ZSPA land use exhibit shown in Figure 2. Permitted uses within the

ZSPA default to the Sacramento County Zoning Code that was in place at the time the City incorporated. Within the permitted land use table, apartments, townhomes and condominiums are a conditionally permitted use in the BP zone, with a maximum density of 40 units per acre. Required entitlements for an apartment complex at this location would include a conditional use permit and major design review, which would require City Council approval.

Figure 1 – Aerial



Attachment 1 is a conceptual site plan of the proposed apartment layout. The site plan includes 320 units broken up into various 3-story buildings placed on the site. The majority of the parking field is located behind buildings to reduce the amount of parking that can be seen from the street. Potential amenities include a club house, pool and tot lot. The proposed density is around 36 units/ acre, which is below the maximum. Proposed elevations, color scheme and materials have not been provided at this time. The perspective applicants are merely seeking some feedback from Council on the usability of the site for apartments, at the proposed density.

The site is in an area that could conveniently serve as housing for those working in nearby offices. The site is also within walking distance to a few neighborhood parks, an elementary school and the Capital Village shopping center, which includes a variety of commercial establishments.

Staff seeks Council direction on whether there is initial support for this type of project at this location and if there are any concerns regarding proposed density, conceptual layout or other items not mentioned in the report?

Figure 2 – Villages of Zinfandel Land Use

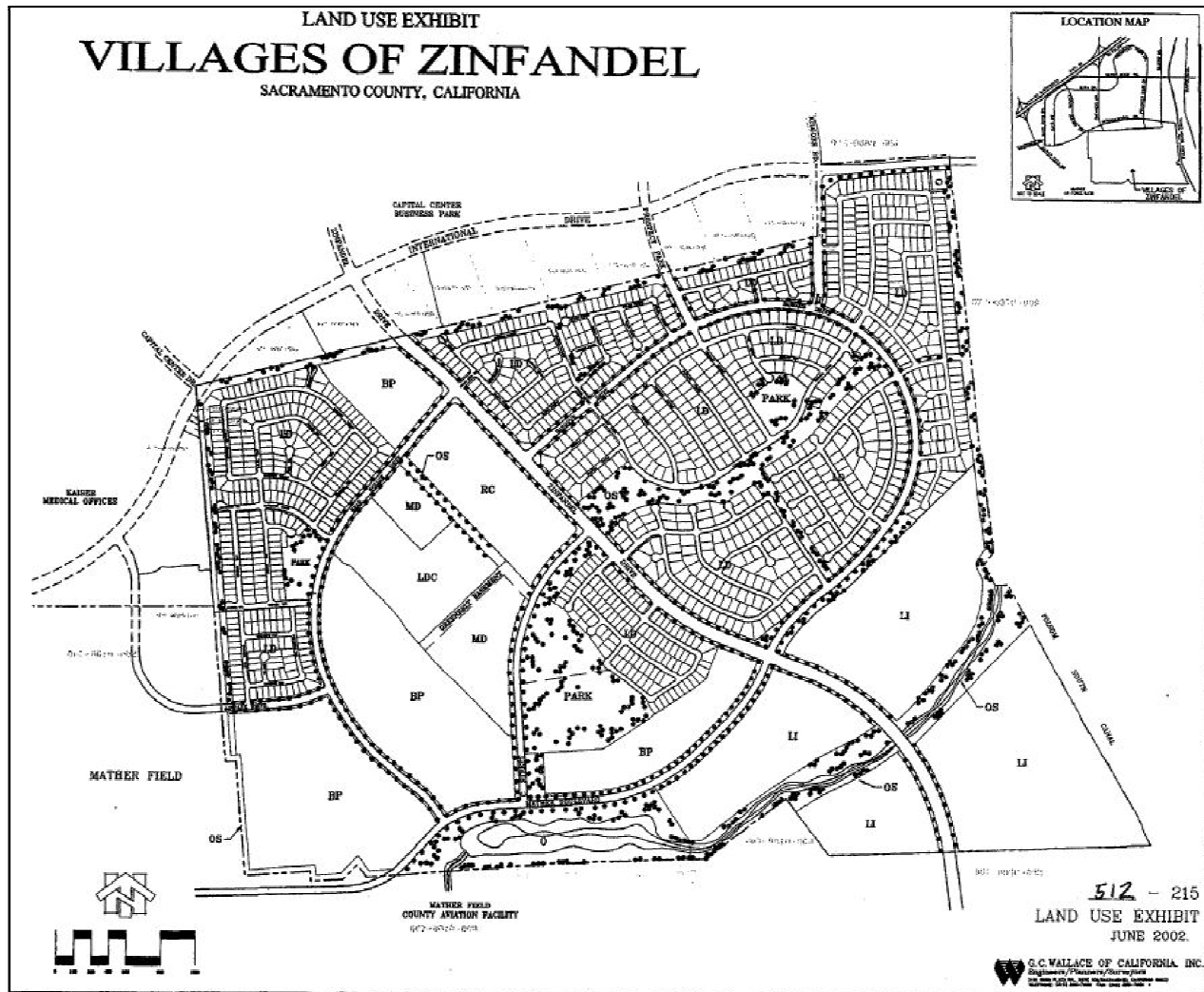
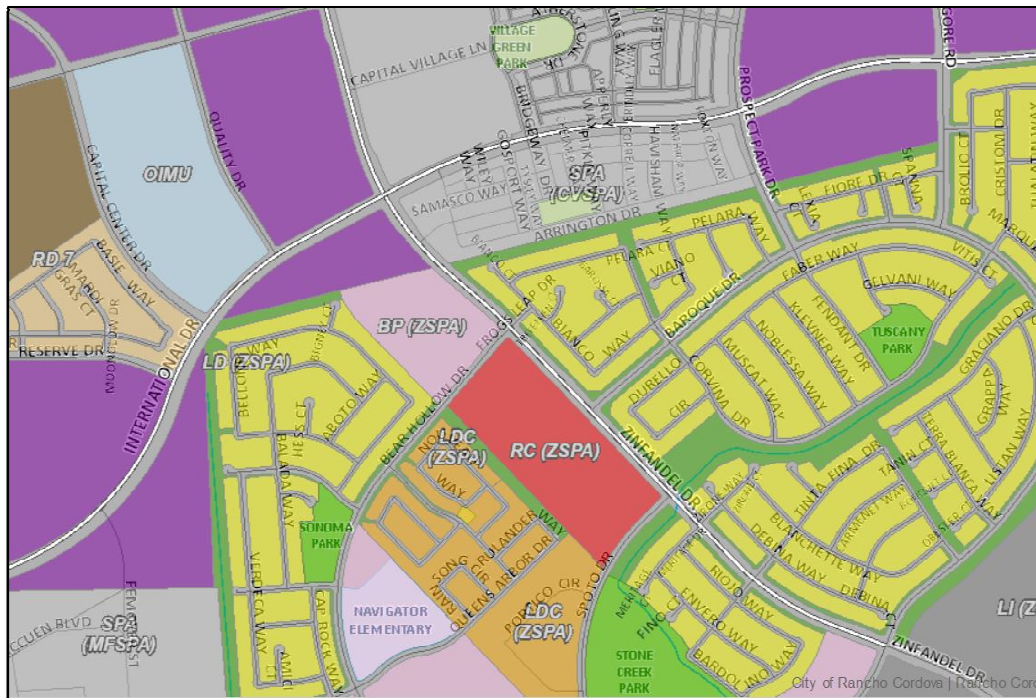


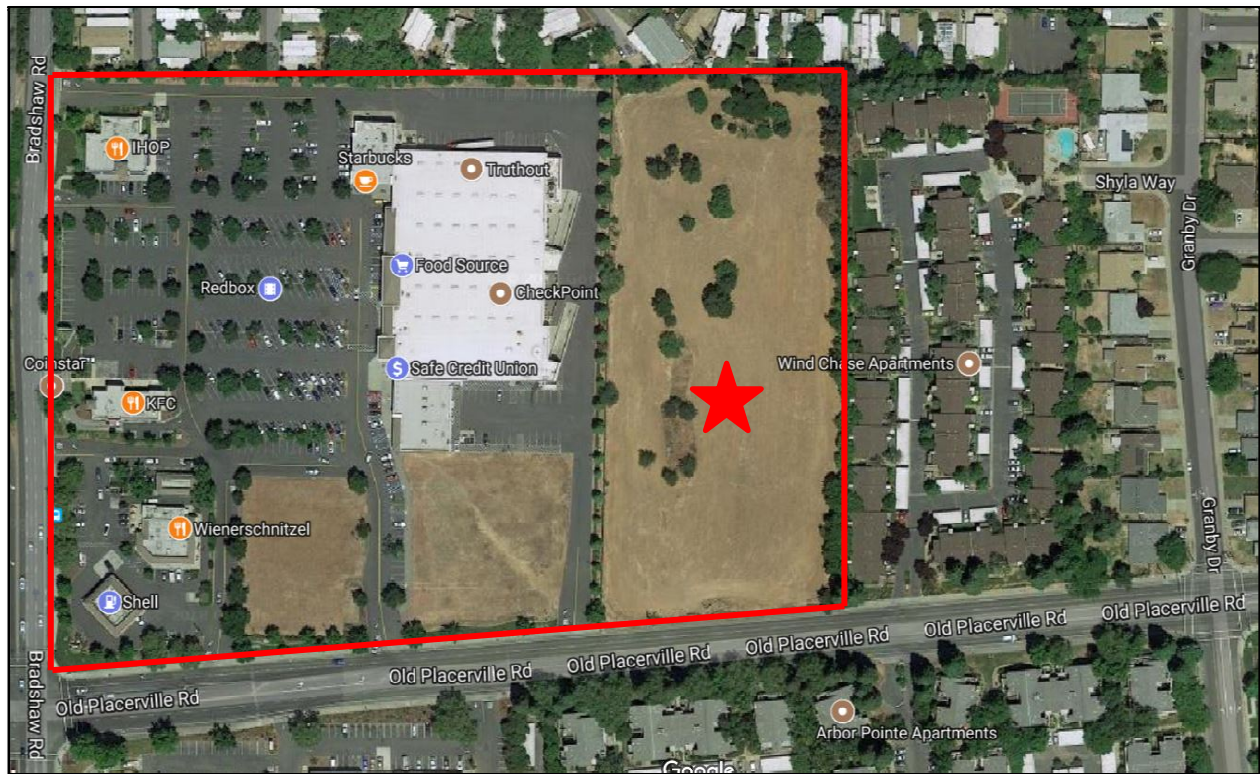
Figure 3 – Surrounding Zoning



Old Placerville Road

Staff has received several inquiries over the last few months regarding a 5-acre parcel located in the Bradshaw Village Center Form Based Plan (“the Plan”). The Plan was adopted by the City in February 2009, with a purpose to guide infill and redevelopment of the Village Center site consistent with the City’s General Plan and Zoning Code. The Village Center is a pedestrian-friendly development that serves the daily shopping needs of the residents in surrounding neighborhoods. The Bradshaw Village Center Form Based Plan applies to all property within the Village Center shown in Figure 4 below.

Figure 4 – Aerial



The area is partially built-out with a grocery store, inline stores and pad buildings that include an IHOP restaurant, a drive-through restaurant, and gas station. Undeveloped lots are located adjacent to Old Placerville Road. The existing buildings were developed prior to the adoption of the Plan. The Plan includes a Conceptual Land Plan as shown in Figure 5. This includes a mix of commercial, office and medium density residential (6.1 to 18.0 du/acre).

Figure 5 – Conceptual Land Plan



Attachment 2 is a conceptual site layout for 52 single-family units on the vacant parcel zoned Village Center Mixed Use (VCMU), as indicated with a red star on Figure 4. This plan has been presented to staff for consideration and is not associated with any previous approvals on the site. Single-family dwellings are a permitted in the VCMU zone, but are inconsistent with the conceptual land plan shown in Figure 5. This area has been shown as office and medium-density residential and therefore a project that differs from these uses would require an amendment to the plan. The conceptual site plan includes a looped road with houses on both sides and various points where fire truck apparatus could turn around. The streets would be public and include sidewalks on both sides, without any limitations for on street parking. This proposal has been discussed with Sacramento Metro Fire and they have indicated that the emergency vehicle access (EVA) between lots 20 and 21 into the back part of the shopping center is sufficient for the development. As shown in Figure 5, the conceptual land plan shows connections to the west that are unrestricted access points for cars to maneuver between the plan area. This concept allows for flow between the various developments to promote not only walkability, but allow someone to drive a vehicle into the shopping center if need be.

The proposed development site is identified in the adopted Housing Element as a Regional Housing Needs Allocation (RHNA) site which must be zoned to allow for a minimum of 92 moderate income level units. This means the zoning on the parcel must allow for, at a minimum, construction of 92 units with a purchase price of roughly \$389,500 for a 4- person household with an income of \$91,300. These calculations are current estimates based upon information obtained from the California Department of Housing and Community Development (HCD). This number will be updated annually as HCD annually updates their income information. The

perspective applicant has indicated that their 52 units would meet the target purchase price of \$389,500.

With a 92-unit RHNA requirement on the site, that would leave the City with a shortfall of 40 RHNA units if the site were to be developed with only 52 units. When adopted, the land allocation for moderate units included a surplus of 1200 units. Since adoption, the City has approved a few projects that have fallen short of their allocation in the moderate unit category. Staff is currently working through the approved projects to determine how much of the surplus is still available, how this project would impact that surplus, and whether additional RHNA sites would need to be identified and potentially rezoned.

Staff understands that the site likely may not be developed with a mix of office and medium-density residential as shown on the conceptual land use plan. However, the site lends itself to be an ideal location for multi-family development, either for rent or sale. The proximity to the adjacent and nearby shopping centers and bus stops would provide walkable opportunities and make the site an ideal location for a medium-density residential development.

SUMMARY

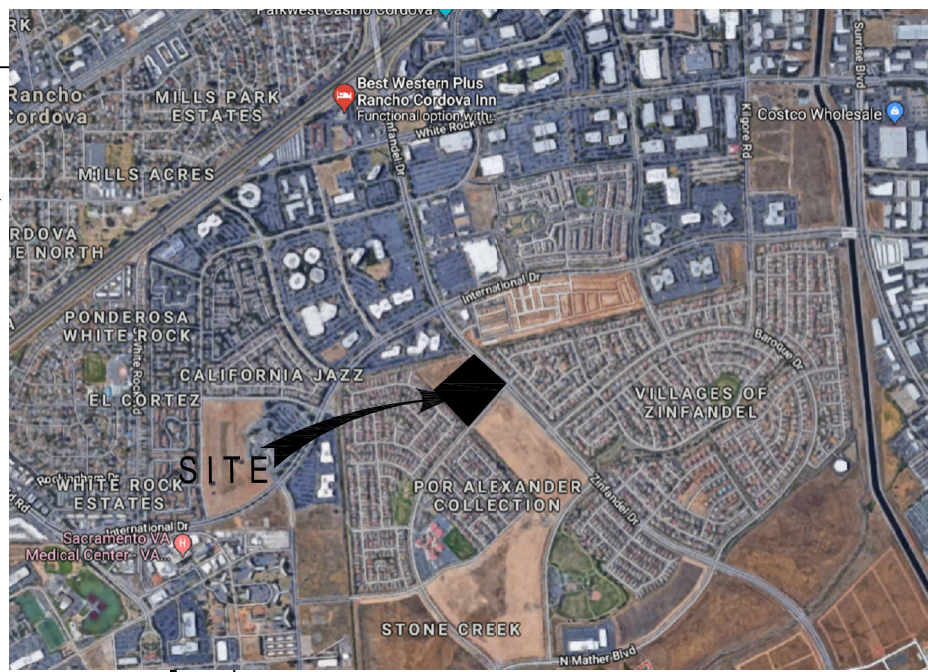
Staff and prospective applicants are seeking feedback and direction from the Council on the two potential development proposals.

ATTACHMENTS

1. Bear Hollow & Zinfandel Conceptual Site Plan.
2. Old Placerville Road Conceptual Site Plan.
3. PowerPoint.

VILLAGES OF ZINFANDEL

ZINFANDEL UNIT NO. 9
072-2360-039-000

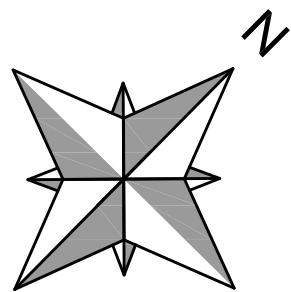


VICINITY MAP

ZINFANDEL DR.

PLANNER / ENGINEER
GUIDE ENGINEERING
5930 GRANITE LAKE DR, STE #150
GRANITE BAY, CA. 95746
CONTACT: JARED BROWN
PE C65430
PHONE: (916) 787-0248

SITE DATE	
APN	072-2360-040-0000
ZONING	BP (ZSPA)
LAND USE	BUSINESS PROF - VACANT
AREA	8.86 ACRES
DENSITY	40 DU/ACRE
UNITS PROVIDED	320 DU
SETBACKS	
FRONT	25 FEET
SIDE, INTERIOR	10 FEET
STREET	25 FEET
REAR	5 FEET
OPEN SPACE	25%
LANDSCAPE	
COVERAGE	30%
PLANTER	
STREET	20 FEET
INTERIOR PL	10 FEET
ABUTTING RESIDENTIAL	5 FEET
PARKING	478 SPACES
ASSESSABLE	2 SPACES
TOTAL	480 SPACES



0 30 60 90
SCALE OF FEET 1" = 30'

CONCEPTUAL SITE PLAN
ZINFANDEL DR. APARTMENTS

RANCHO CORDOVA, CALIFORNIA



Proposed Development Projects

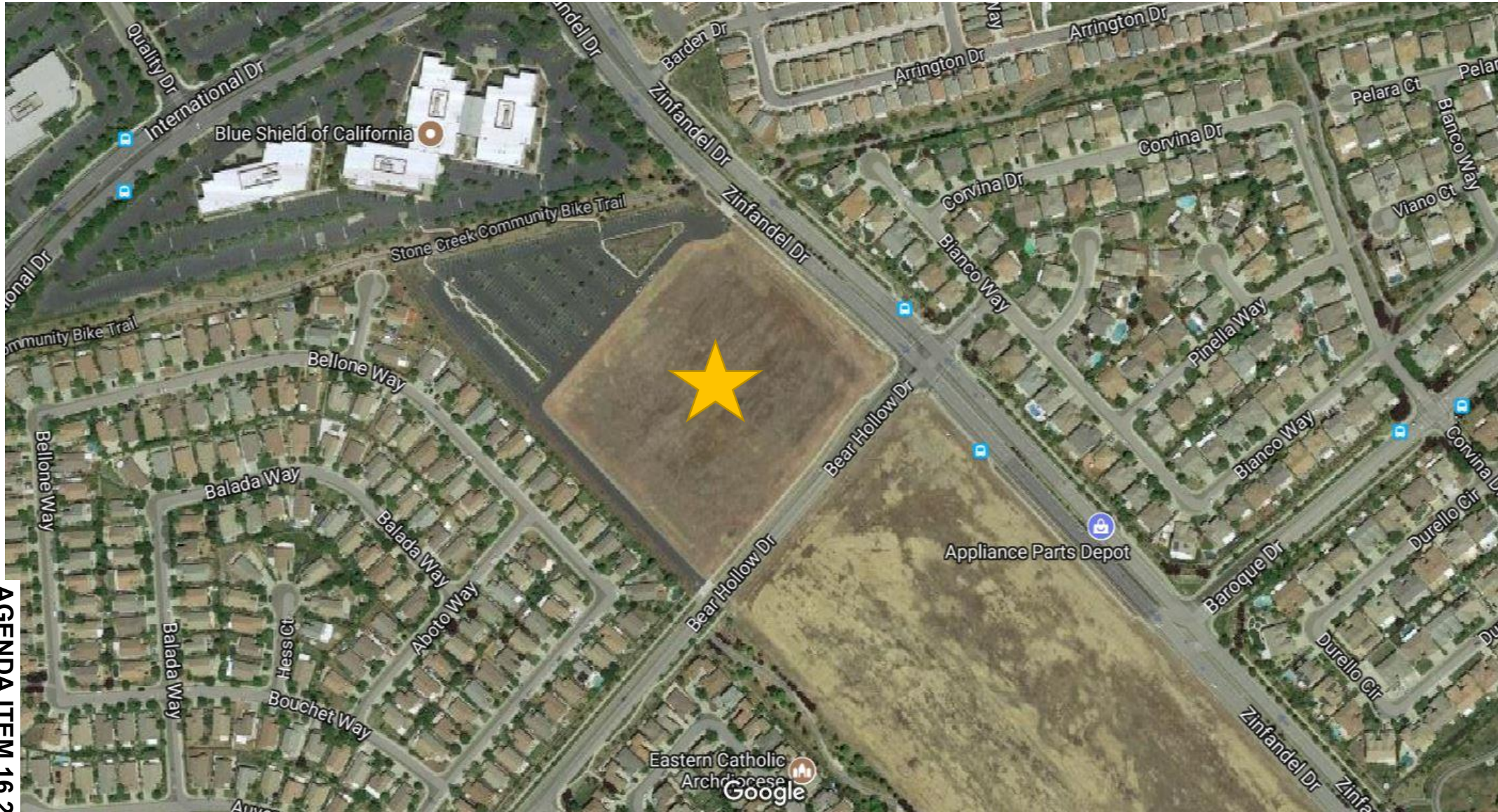
March 5, 2018

MEETING GOALS

- Discuss two potential development proposals and obtain direction from City Council on how to proceed.

BEAR HOLLOW & ZINFANDEL

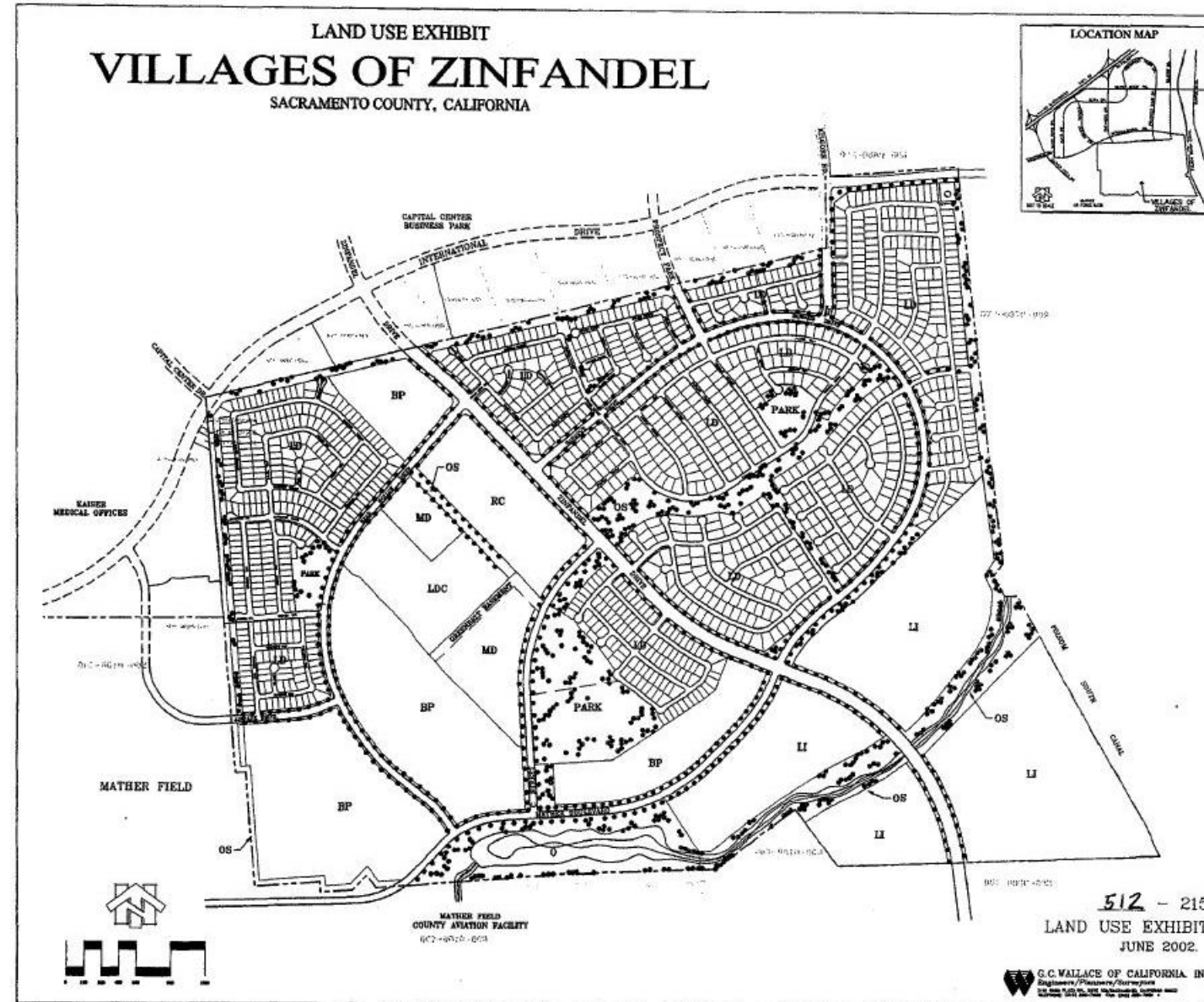
ATTACHMENT 3



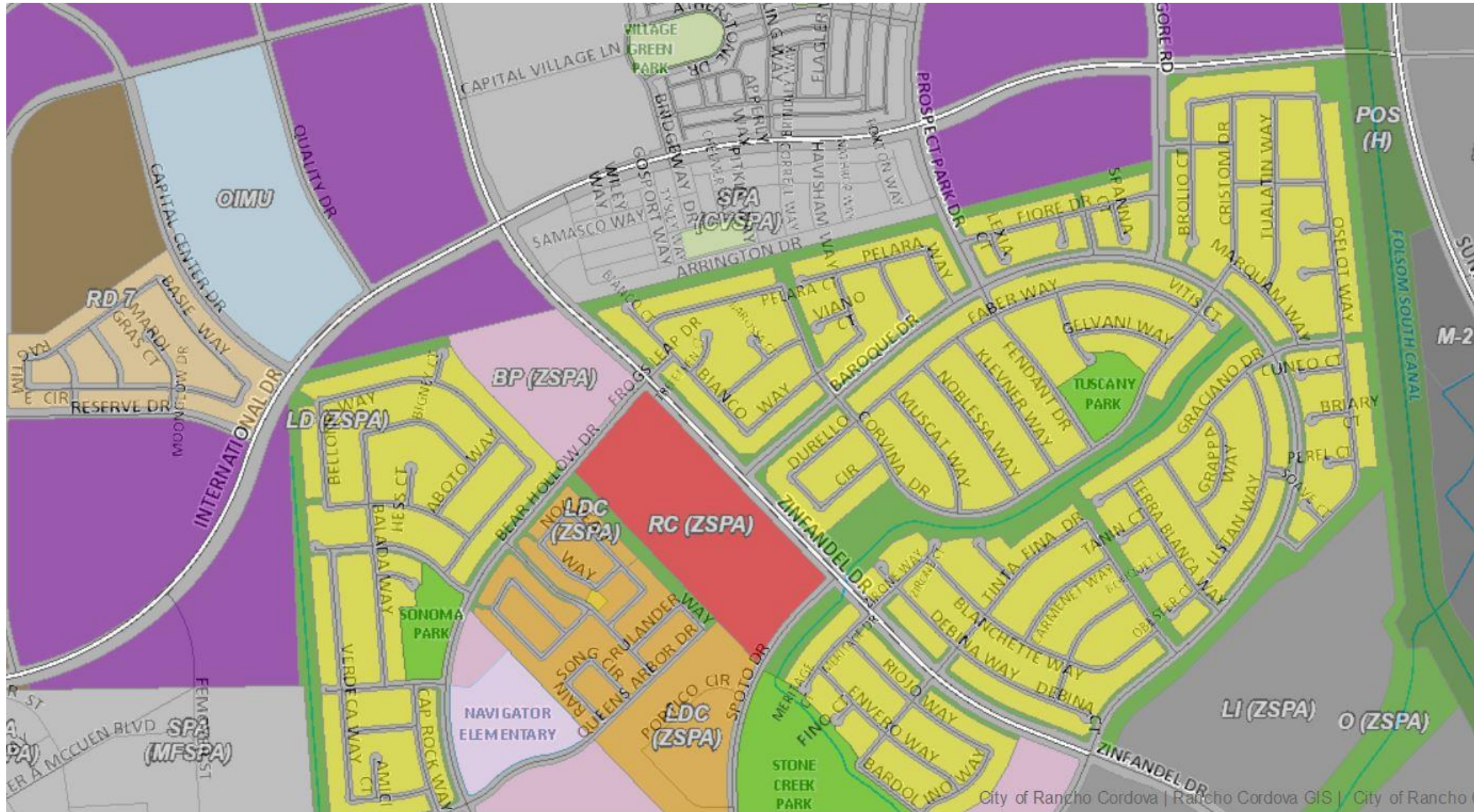
AGENDA ITEM 16.2

VOZ LAND USE

- Adopted by County BOS in 2000.
- Permit infill development consistent with the GP – mixed land uses



SURROUNDING ZONING

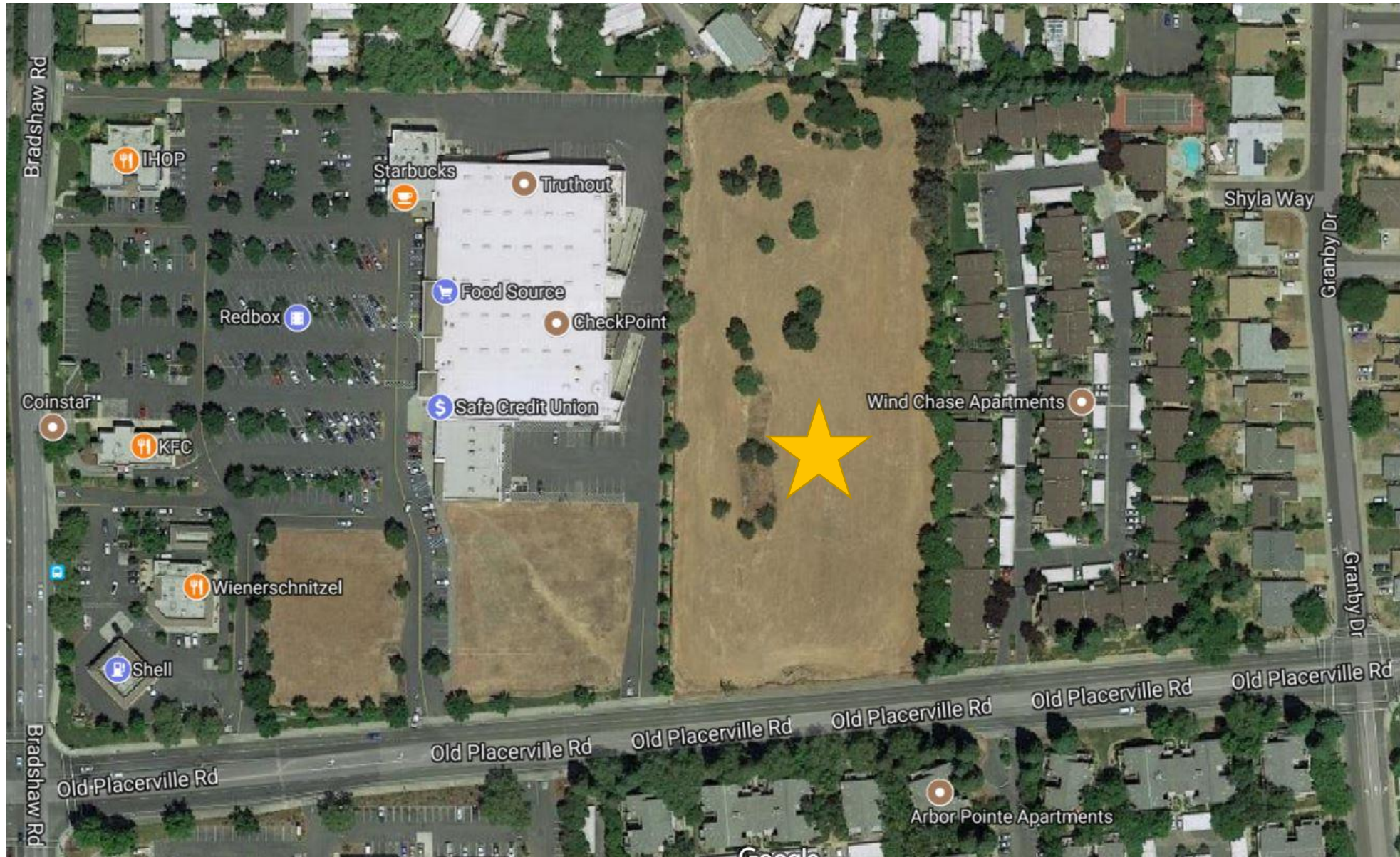


- 8.86 acres
- Zoned BP
- 320 UNITS
- 36 units/acre



OLD PLACERVILLE ROAD

ATTACHMENT 3



CONCEPTUAL LAND PLAN

ATTACHMENT 3





- 5 acres
- Zoned VCMU
- 52 UNITS
- 10 units/acre

SUMMARY

- Staff and the prospective applicants are seeking feedback and direction from Council on how to proceed with the two potential development projects.

THANK YOU

QUESTIONS & DISCUSSION

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou, Administrative Services Director
Rod Van Buskirk, Business Systems Analyst

SUBJECT: Receive Technology Update Presentation and Adopt Resolution Authorizing the City Manager to Execute a Contract with Tyler EnerGov Land Management and Permitting System in an Amount Not to Exceed \$1,555,435



RECOMMENDATION

Receive Technology Update Presentation and Adopt Resolution 37-2018.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution 37-2018 will authorize the City Manager to execute a contract with Tyler Technologies EnerGov Land Management/Permitting System in an amount not to exceed \$1,555,435 through June 30, 2022.

BACKGROUND

The City utilizes a land management and permitting software system for many functions across the City including planning, permitting, inspections, code enforcement, business licenses, and cashiering. The City implemented its existing land management and permitting software system in 2005. Over the years, user departments have experienced difficulties with getting the existing system to meet the City's changing needs, such as offering online permit, license, and payment capabilities. While several system upgrades and enhancements have been attempted to rectify these issues, they have been problematic and have failed to deliver and function in the desired manner. In addition, the existing system has reinforced stand-alone/siloed practices for permitting and other functions, fragmenting the overarching process of Community Development and Land Management. Procedures that should have been integrated have not been due to system limitations resulting in many isolated, cumbersome, manual activities. As such, the City made the decision in 2017 to prioritize the acquisition and implementation of a new land management/permitting system to improve service delivery to the public and increase the efficiency of user departments.

The City released a Request for Proposals (RFP) to qualified land management system vendors in November 2017. This RFP was also posted on the City website which resulted in many inquiries from vendors across the United States. The City received commitments to bid from six vendors, with one vendor removing themselves from consideration at a later date due to their assessment that they could not meet the needs of the City. The remaining five vendors were screened for their ability to meet the City's needs. Of the five, three vendors were identified as most capable and invited to demonstrate their qualifications to a committee comprised of

employees from Planning, Building, Code Enforcement, Animal Services, Public Works, Finance, and Technology. At the conclusion of the three demonstration sessions, the committee unanimously selected Tyler Technologies' EnerGov solution as the system most capable of meeting the City's needs. Tyler Technologies offers software solutions that are specifically designed to meet the needs of the public sector. Tyler's systems are developed based on the input and feedback of staff and has prior experience working in these specific areas of government. This industry focus allows Tyler to not only offer technology solutions geared to meet the City's needs, but also offer process expertise during the transition to a new system implementation.

Upon execution of a contract with Tyler Technologies, an implementation project will be initiated. Through collaboration between Tyler personnel and City staff, the implementation of the new system will be complete within 12-13 months. This implementation will include:

- Secure, reliable connection between Tyler Data Centers and City computers
- Data mapping/profiling and load-up for acceptance testing
- Extensive training of our Functional Leads, Power Users, and End-Users
- Solution customization, guided by best practices and City requirements
- Deployment via desktop computers, tablet computers, and smartphones
- Integration with the City's Geographic Information System (GIS), enabling mapped views of all City Land Management activities
- Interfaces with the City's Financial Management System
- Management reports and dashboards
- Citizen accessibility / Open Data roll-out

In total, the contract with Tyler Technologies procures the following combined software/services package:

- Professional Implementation Services
 - Implementation Services
 - Data Integration Services
 - Training Services
 - Report Development Services
- Online Software Applications
 - EnerGov Permitting / Land Management Software Suite
 - EnerGov Licensing / Regulatory Management Software Suite
 - EnerGov eReviews Software
 - EnerGov Citizen E-Portal Software
 - EnerGov Mobile Software
- Software as a Service Hosting for Five Years
 - Software Updates / Upgrades
 - Data Center Management (Server Infrastructure)
 - Interactive Voice Recognition (IVR)
 - Systems Integration
 - Application Software Infrastructure (Workflows, Forms, Records, Contacts)
 - Maintenance & Support

The City anticipates several key outcomes and benefits from the implementation of the EnerGov system, which are summarized as follows:

- *Empower our constituents.* Online tools can support us in maintaining effective

communication with our citizens and contractors while eliminating the need for a phone call or office visit. Constituents have the power to:

- Start and save permit or plan applications for submittal at a later date
 - Request multiple inspections from numerous job sites in a single screen
 - Use shopping cart features to add multiple itemized invoices at various times and across multiple devices while paying at their convenience
- *Streamlining and automating critical regulatory processes.* The EnerGov/Tyler Permitting & Land Management software automates governmental operations in land use planning, regulatory permitting, enforcement case management, inspections, citizen requests, and plan/case reviews. The regulatory processes of permit intake, submittal routings, fee calculation, approvals and inspections are currently cumbersome. City staff will be able to quickly view the real-time status of all plan reviews, projects, cases, and service requests.
 - *Paperless plan management for improved productivity.* All types of plans at any project level will be assessed with electronic plan review functionality in the new software system. The Plan Management functionality tracks all actionable items associated with public outreach, review and hearing processes. The plan submission process is paperless with the new software; our planning staff and outside developers/contractors/property owners can handle the entire process without paper.
 - *More mobile and timely communication.* By receiving and scheduling inspection requests electronically, the City can decrease unnecessary phone calls and foot traffic, while keeping all interested parties updated.
 - *Smoother management of infrastructure fees.* Managing infrastructure fees once land use plans are approved and conditions of approval are established will also be less cumbersome.
 - *Simplified business licensing.* EnerGov/Tyler's Licensing & Regulatory Management software simplifies the entire business licensing process. Business license application submittals, reviews, approval, issuance, and renewal steps will be more efficient with the EnerGov/Tyler software and allow online functionality to the public.
 - *Multiple permits always accessible via Master Projects.* EnerGov/Tyler's Project Management functionality keeps related permits constantly accessible throughout all project phases.
 - *Supports community vitality by enforcing rental property ordinances.* EnerGov/Tyler's Rental Property functionality supports the enforcement of ordinances in regard to exterior maintenance such as weed control, garbage or junk. Its workflow system accommodates one-time or recurring inspections for utility connection within rental units to keep long-term tenants in compliance.
 - *Providing enhanced customer service.* EnerGov/Tyler's Citizen Self Service E-Portal helps the City involve citizens in the community development process by

providing online access to information and the ability to perform a wide range of tasks at their fingertips. With Citizen Self Service E-Portal, our citizens and contractors can search for a parcel, apply for a permit, and request an inspection, pay invoices and more – 24/7/365.

TIMELINE

The timeline for implementing this new system is highlighted below, along with several major milestones:

Milestones	Targeted Completion Date
Contract Executed with Tyler Technologies	March 2018
Implementation Project Kicked-Off	April 2018
Training and Deployment, All CoRC Staff	February 2019
Legacy Land Application System Shut Down	February 2019
New Citizen Self Service E-Portal Rolled-Out	March 2019
Legacy Fresh Connect CRM Shut Down	March 2019

FISCAL IMPACT

The contract is for implementation fees and five years of online software subscription fees. The software/services costs for this five year contract break out as follows:

	FY 2017/18	FY2018/19	FY2019/20	FY2020/21	FY2021/22	TOTAL
Online Hosting Services	\$ 198,396	\$ 198,396	\$ 198,396	\$ 208,316	\$ 218,732	\$ 1,022,235
Implementation Services	\$ 65,400	\$ 433,800	\$ -	\$ -	\$ -	\$ 499,200
Travel Reimbursements	\$ 3,400	\$ 30,600				\$ 34,000
FISCAL YEAR TOTALS:	\$ 267,196	\$ 662,796	\$ 198,396	\$ 208,316	\$ 218,732	\$ 1,555,435

The City has sufficient funds budgeted for the implementation of this project in the IT Initiatives Capital Project. The ongoing maintenance costs will be budgeted in the City's operating budget on an ongoing basis.

ATTACHMENTS

1. Resolution 37-2018.
2. Exhibit A to the Resolution – Agreement with Tyler Technologies.
3. PowerPoint.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 37-2018****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES ENERGOV LAND MANAGEMENT AND PERMITTING SYSTEM**

WHEREAS, the City utilizes a land management and permitting software system for many functions across the City including planning review, permitting, inspections, code enforcement, business license, and cashiering; and

WHEREAS, over the years, user departments have experienced difficulties with getting the existing system to meet the City's changing needs, such as offering online permit, license, and payment capabilities; and

WHEREAS, the City released a Request for Proposals (RFP) to qualified land management system vendors in November 2017 and received five proposals; and

WHEREAS, a committee comprised of employees from Planning, Building, Code Enforcement, Animal Services, Public Works, Finance, and Technology participated in a selection process to review the proposals; and

WHEREAS, the committee unanimously selected Tyler Technologies EnerGov solution as the system most capable of meeting the City's needs and wishes to contract with Tyler Technologies EnerGov for land management and permitting software; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a contract with Tyler Technologies EnerGov for professional services in an amount not to exceed \$1,555,435.00, in a form substantially similar to that attached hereto as **Exhibit 1**.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 5th day of March, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler’s proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Rancho Cordova.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Concurrent Users”** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. You may add additional concurrent users or additional Data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement

any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We agree to maintain compliance under Service Organization Controls Reports ("SOC") 1 (audit of financial statements) and SOC 2 (design and operating effectiveness) standards, or their equivalent. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center(s) located within the continental United States of America, but in a database dedicated to you. Upon your written request and execution of a mutually agreeable NDA, we will provide you with the physical location of the data center in which your Data is being stored. Your Data shall be inaccessible to our other customers. In addition, on a quarterly basis, Tyler will provide the City a complete set of data files that the City can store in its own data center in Rancho Cordova.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable

period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective (“RTO”) is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years and foreseeable future, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies, which include requirements to appropriately safeguard the privacy and security of client data. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security and privacy protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
- 8.2 provide telephone support during our established support hours;
- 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

- 1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
- 3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary or requested by either party to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least forty-five (45) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Return of Data: On termination or expiration of the agreement, Tyler shall provide Client a copy of the SQL database within thirty (30) days, and Tyler shall then immediately purge all Data from its production servers.
- 2.6 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. We will not agree to a settlement that requires you to perform or abstain from any action (including but not limited to making a payment) without your consent, not to be unreasonably withheld, and we will not agree to any other settlement without giving you advance notice thereof and a reasonable opportunity to provide feedback on that proposed settlement, which feedback we will consider in good faith. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury, including breach of privacy or security, or property damage to the extent caused by our negligence or willful misconduct; (b) our violation of PCI-DSS requirements; (c) our violation of our confidentiality obligations under this Agreement, or (d) a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your sole negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL**

TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.
7. **Breach Expenses.** In the event of any Data breach by any third party, Tyler agrees to immediately notify Client and reimburse Client for any reasonable actual costs and expenses that City incurs as a result of such breach, including without limitation, notifying individuals affected by any such breach and conducting investigations of such breach. This obligation shall be subject to and a part of Tyler's indemnifications obligations as set forth in section G(2).

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within a reasonable time of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule, including the Mediation Privilege under the California Evidence Code section 1115 et seq. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. Any subcontractors shall be required to comply with the material terms and conditions of this Agreement.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. Any click-wrap agreement, or similar such disclaimers or privacy policies, which Tyler requires, if any, for Client's users to click through as a condition of access to the hosted environment, shall have no force or

effect and do not apply to this Agreement. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services

hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	MyGovPay/VirtualPay and IVR
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Rancho Cordova

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Rancho Cordova
2729 Prospect Park Drive, Ste. 117
Rancho Cordova, CA 95670-6291
Attn: Rod Van Buskirk
Cc: Kim Juran



Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Software Subscription Fees

Description	# of Licenses	One-Time License Cost	Annual Subscription Fee					Vendor Notes and/or Assumptions
			Year 1	Year 2	Year 3	Year 4	Year 5	
System Modules								
EnerGov Permitting and Land Management Suit	60	\$ -	\$ 128,880	\$ 128,880	\$ 128,880	\$ 135,324	\$ 142,090	
EnerGov Licensing and Regulatory Management Suit	5	\$ -	\$ 10,740	\$ 10,740	\$ 10,740	\$ 11,277	\$ 11,841	
EnerGov Citizen Self Service (PLM Suite	1	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,750	\$ 16,538	
EnerGov Citizen Self Service (LRM Suite	1	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,750	\$ 16,538	
EnerGov eReviews	1	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,750	\$ 16,538	**Requires Adobe Pro or Bluebeam
EnerGov IVR	1	\$ -	\$ 19,000	\$ 19,000	\$ 19,000	\$ 19,950	\$ 20,948	Assumes not IVR integration required since EG IVR will be utilized
EnerGov iG Workforce Apps	unlimited	\$ -	Included with package	Included with package	Included with package	Included with package	Included with package	
ePortal Tyler Incident Manager and Click2Report Ap	1	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,750	\$ 16,538	
Tyler GIS	1	\$ -	Included with package	Included with package	Included with package	Included with package	Included with package	
Subtotal - System Modules		\$ -	\$ 218,620	\$ 218,620	\$ 218,620	\$ 229,551	\$ 241,029	
Other Modules (i.e. tools, reporting, etc.)								
EnerGov Permitting and Land Management SDK	1	\$ -	Included with package	Included with package	Included with package	Included with package	Included with package	
EnerGov Permitting and Land Management SDK	1	\$ -	Included with package	Included with package	Included with package	Included with package	Included with package	
EnerGov Report Toolkit	1	\$ -	Included with package	Included with package	Included with package	Included with package	Included with package	
EnerGov Hosted Report Managemer	1	\$ -	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	
Report Writing Services Maintenance	1	\$ -	Included with package	Included with package	Included with package	Included with package	Included with package	
Subtotal - Other Modules		\$ -	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	
Tyler California Discount (12%)		\$ -	\$ (26,234)	\$ (26,234)	\$ (26,234)	\$ (27,546)	\$ (28,923)	
Total Application Licensing Fees		\$ -	\$ 198,386	\$ 198,386	\$ 198,386	\$ 208,005	\$ 218,105	SaaS Fee includes a full back-up of the City's data once a quarter upon request

Implementation Services

System Modules				
Service Category	Hours	Rate	Implementation Fee	Notes / Assumptions
EnerGov Project Management Services	495	\$ 175.00	\$ 86,625	
EnerGov Professional Implementation Services	1,609	\$ 175.00	\$ 281,575	PLM: Includes a shared service approach with EnerGov personnel responsible for 18 unique transactions, 20 template transactions, 10 geo-rules, 10 intelligent objects LRM: Includes a shared service approach with EnerGov personnel responsible for 10 unique transactions, 5 template transactions, 5 geo-rules, 10 intelligent objects
EnerGov Data Conversion Services	80	\$ 250.00	\$ 20,000	Includes one consolidated data source
EnerGov Fundamentals Training	120	\$ 175.00	\$ 21,000	40 hours of fundamentals / 80 hours of system configuration training
EnerGov Onsite Training and Production Support Service	200	\$ 175.00	\$ 35,000	40 hours UAT / 120 hours of end user / 40 hours prod support
EnerGov Report Development Services	220	\$ 250.00	\$ 55,000	200 hours or report writing development/assistance
	-	\$ -	\$ -	
Subtotal - System Modules	2,724		\$ 499,200	

Other Modules				
Service Category	# of items	Rate	Implementation Fee	Notes / Assumptions
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Subtotal - Other Modules	-		\$ -	
Total - Implementation Services	2,724		\$ 499,200.00	

Third-Party Products

3rd Party Product Description	Cost	Notes / Assumptions
	\$ -	None / Not Applicable
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total - 3rd Party Products	\$ -	

Optional Offerings

Product/Solution Description	Cost	Notes / Assumptions
	\$ -	None / Not Applicable
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
Total - Optional Offerings	\$ -	

Travel

Trip Descriptions	# of Trips	Cost Per Trip	Total	Notes / Assumptions
Estimated Travel	20	\$ 1,700.00	\$ 34,000	1 trip equals to a 4 day trip on-site
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
	-	\$ -	\$ -	
Total Travel Expenses	20		\$ 34,000	

Professional Services Rate Sheet

Resource Category	Hourly Rate	Notes / Assumptions
EnerGov Implementation Consultant	\$ 175.00	
EnerGov Project Manager	\$ 175.00	
EnerGov Trainer	\$ 175.00	
Data Conversion Specialist	\$ 250.00	
EnerGov Developer	\$ 250.00	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	
	\$ -	



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees will be held at the annual price for the initial five (5) year term as set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. **Other Tyler Software and Services.**
 - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.

 - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

 - 2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

 - 2.4 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

 - 2.5 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

 - 2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.8 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98.5-99.9%	Remedial action will be taken.
100%	96-98.4%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95.9%	8% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE

Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.



Exhibit E
Statement of Work

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Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

Rancho Cordova

2729 Prospect Park Dr.
Suite 117
Rancho Cordova, CA 95670

Prepared by:

Chuck Newberry

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Tyler Technologies, Inc.
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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Sample the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City’s functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
EnerGov	Permitting & Land Management
EnerGov	Licensing & Regulatory Management

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Stage of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute’s (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler’s Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City Project Manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City Project Manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, Project Manager(s), and Functional Leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler Project Manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days,

or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The City and Tyler can allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and the City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the project budget.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is readily able to produce the needed data files from a static database for conversion from the Legacy System to provide them to Tyler on the specified due date(s). At the time the Legacy System data file is extracted, the City will produce reports and detail screen captures to reconcile the converted data.
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data.

- The City understands the Legacy System data file must be in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City may need to correct data scenarios in their Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.
- During Production Cutover, the City may need to manually add or correct data after data has been loaded into the production database as mutually agreed to prior to the load.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler Standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The City's testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The City is responsible for verifying the performance of the Modification as defined by the specification

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure for their workstations necessary to support the Project.
- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications for their workstations.

3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present

completed Deliverables to the City for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments

- The train database will be used by the City for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

3.6 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the City's designated Power Users. The City will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to City End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with City staff to demonstrate a specific function/feature/executable with the City is an opportunity to better understand and appreciate the Tyler solution
- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the City to utilize the software. The City is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow City Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other City users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

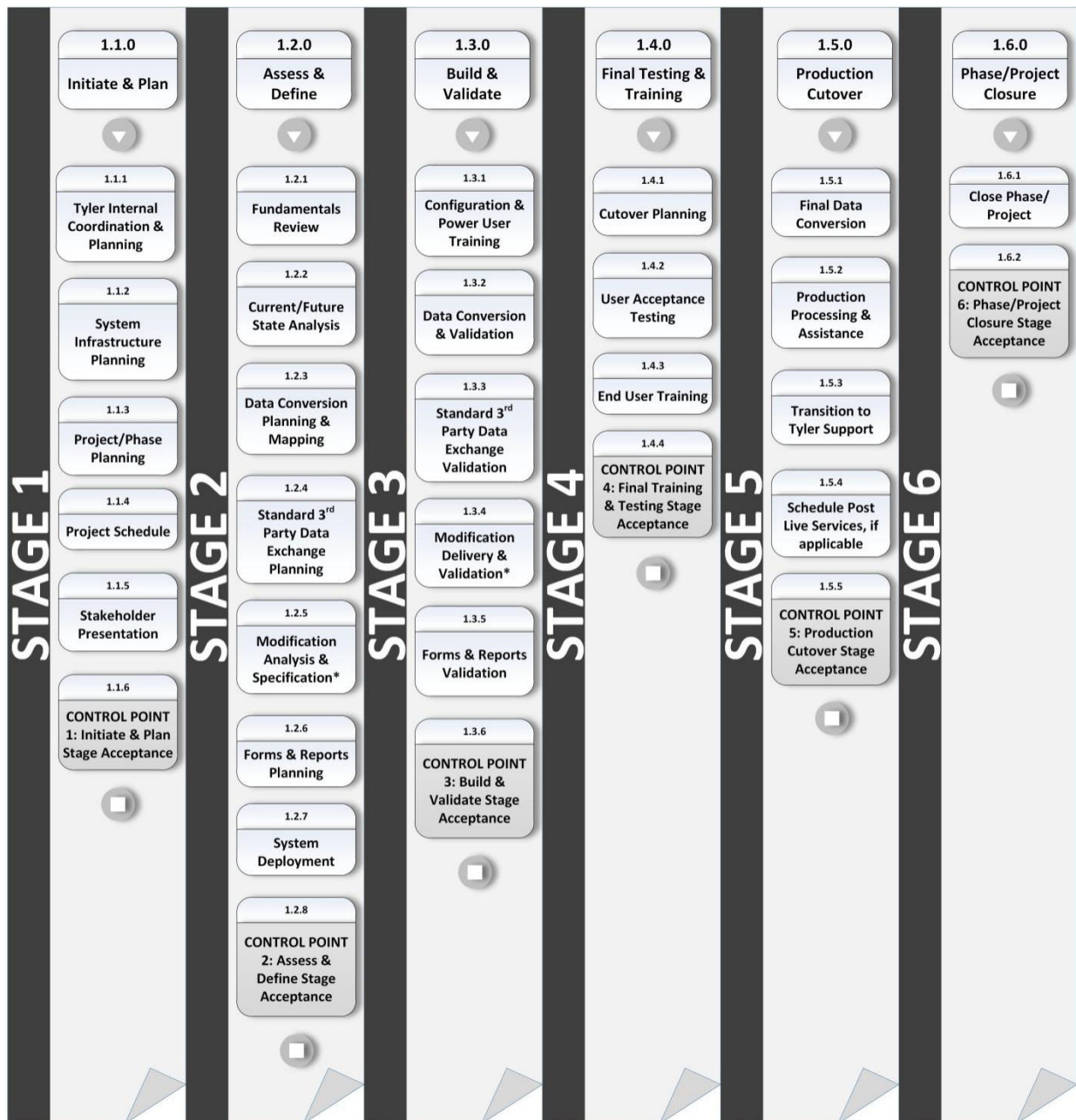
3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Stage broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City has elected to have the product available within Tyler's SaaS model. Therefore, Tyler will be responsible for the Infrastructure planning as it will relate to the client.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I								
Make hardware available for Installation			I					R				I						I		
Install system hardware, if applicable			I					R				I						I		
Complete system infrastructure audit			I					R				I						I		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	I								C	I		I					
			A	R								I	C	I	C					
			A	R								I	C	I	C					
			I	I							C	A	R	I	C	I				
			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

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STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Customizations by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

City and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Ensure platform operates as expected	A		—					R				—								

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the City's needs
 - Scope: Design solution for Customization
 - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed
- Fundamentals review is complete

- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	I	C	R							I	I		R			C		
		A	I	C	R													C		
			I	C	I							A	C		R			C		
		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3				Tyler Internal Coordination & Planning																																									
				TYLER								CLIENT																																	
TASKS				Tyler Executive Manager		Tyler Implementation Manager		Tyler Project Manager		Tyler Implementation Consultant		Tyler Data Conversion Experts		Tyler Forms & Reports Experts		Tyler Customization Programmers		Tyler Technical Support		Tyler Sales		Client Executive Sponsor		Client Steering Committee		Client Project Manager		Client Functional Leads		Client Change Management Leads		Client Power Users		Client Department Heads		Client End Users		Client Technical Leads		Client Project Toolset Coordinator		Client Upgrade Coordinator			
								A		R																		I		C										I					
Standard Forms & Report Training																																													
Test Standard Forms & Reports								I		C				C										A		C				R								C							

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system
 - Scope: Data conversion program complete; deliver converted data for review
 - Acceptance criteria: Initial error log available for review
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log
- Installation of Customizations on the City's server(s) *except for hosted Clients
 - Objective: Deliver Customization(s) in Tyler software
 - Scope: Program for Customization is complete and available in Tyler software, Customization testing
 - Acceptance criteria: Delivery of Customization(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review
 - Scope: Installation of all Standard Forms & Reports included in the Agreement
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3rd party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Cutover Planning Session	A	R	C						I	I	C	C	C	C			C	C	
	Develop Production Cutover Checklist	A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3rd party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I			R			I	A	C	I	C			C		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with City Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase
 - Acceptance criteria: Data is available in production environment
- Support transition documents
 - Objective: Define strategy for on-going Tyler support
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
 - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the City Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the project. The Project Manager assigns additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project deliverables to align with satisfying the City's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to the City's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the project Management level as part of the escalation process
- Attends City steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all project related items.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by City Project Manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines project tasks and resource requirements
- Develops initial project schedule and full scale Project Plan
- Collaborates with City Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may negatively impact the outcomes of the project
 - Collaborates with the City's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, forms, installation, reports, implementation, and billing
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on-site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the City following configuration
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final project plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the project prior to taking action

5.1.5 Tyler Sales

- Provide Sales background information to Implementation during Project Initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the City on the status and resolution of reported issues

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process
- Actively participates in organizational change communications

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team

- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - project Goals
 - City Policies

5.2.3 City Project Manager

The City shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the City Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
 - Validates contract compliance throughout the project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines project tasks and resource requirements for County project team
 - Collaborates in the development and approval of the initial Project Plan and Project Plan
 - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
 - Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these

- items or communicates with transparency to Tyler any items that may impact the outcomes of the project
 - Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
 - Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
 - Acts as liaison between project team and stakeholders
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
 - Provides direction and support to project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
 - Coordinates in Scope 3rd party providers to align activities with ongoing project tasks

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues

- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 City Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on City business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City staff during and after implementation

5.2.6 City End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for City 3rd party Data Exchanges.
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler

- Assists with software deployment as needed

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with City and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

5.2.9 City project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Accountable	The person who is ultimately accountable for decisions being made on a task.
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Build Blueprint	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the City to Validate what was agreed to be in Scope has been Delivered.
Business Requirements Document	A specification document used to describe City requirements not available through Tyler software functionality, which will lead to a Modification with City acceptance.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consulted	Anyone who must be consulted with prior to a decision being made and/or the task being completed
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.

Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Informed	Anyone who will be updated when decisions are made or a task is completed.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Interface	A real-time or automated exchange of data between two systems.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Production Cutover	The City is using the Tyler software to conduct daily operations.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.

Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Responsible	The person who will be completing the task.
Scope	Products and services that are included in the Agreement.
Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Data Conversion Process for EnerGov Enterprise Server

7.1 Overview:

This document is an introduction to the SQL Server EG_Template database and how to populate it. The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client.

7.2 Modularized Design:

As with the EnerGov software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit address', 'permit note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

7.3 Required Fields:

In the EnerGov software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the EnerGov db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the EnerGov db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the EnerGov configured values is not a requirement for fields intended for EnerGov drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate EnerGov value during conversion and collaborates with the client to validate the resulting mappings during the development phase of the conversion.

7.4 Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), the client may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

7.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

On occasion, legacy systems contain special features for which EnerGov does not account in the EG_Template db. As a result, the need may arise to develop a custom solution to address special cases.

7.6 Contacts:

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).
2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

EnerGov stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

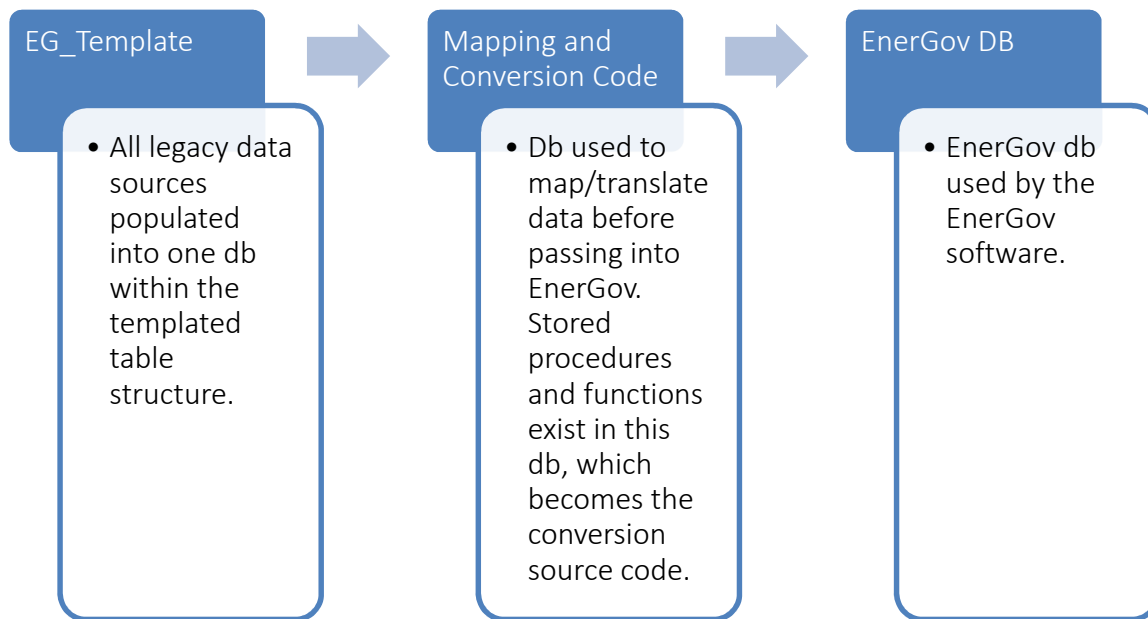
7.7 Multiple Legacy Data Sources:

When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

7.8 Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
2. EnerGov (the production EnerGov db)
3. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Template into the EnerGov db.



7.9 Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Client	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Client	Dependent on completed EnerGov configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to EnerGov	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor EnerGov configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team for review.
7	Review and either sign-off or request changes	Client	Client team will review the data and the interaction with it in the EnerGov software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until client signs off on the conversion.

7.10 Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team. This will be the production EnerGov db.
3	Go Live	Tyler /Client	Verification of EnerGov db and site functionality - Data Conversion sign-off Move to production phase

7.11 Data Import Areas:

7.12 Business and Professional Licensing

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes
- Payment and Fee History

7.13 Code Case Management

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions

- Notes
- Holds
- Initialized Workflows
- Attachments
- Violations
 - Fees
 - Payments
 - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

7.14 Permitting

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

7.15 Plan Management

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses

- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

8 Tyler Resources Purchased

The total professional services hours set forth in the Investment Summary have been allocated to the project as follows:

8.1 Billable Hours and Expenses in Scope

- Project Management Services = 495 resource hours
- Professional Implementation Services = 1,609 resource hours
- Fundamentals & System Administration Training = 120 resource hours (includes 80 hours of system configuration assistance)
- Training and Production Support = 200 resource hours
- Report Development Services = 220 resource hours
- Data Conversion Services = 80 resource hours
 - Including up to 4 data transfers (passes) from the DCT-DB to EnerGov
- Integration Services = 0 resource hours

8.2 Business Scope (Transactions and Automation)

- 28 unique Business Transaction Types
- 25 Best Management Practice Transaction Types (BMP Template)
- 15 unique GeoRules
- 20 unique Automation Events (Intelligent Object –IO & Intelligent Automation Agent – IAA)

8.3 “Business transaction” is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc.)
- Unique Fee assessment/configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case

8.4 “BMP Template transaction” is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

8.5 “Geo-Rule” is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• Alert	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• Block	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees

can be paid, the workflow cannot be managed, etc.)	
• Block with Override	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
• Fee Date	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• Filed Mapping	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• Required Action	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• Required Step	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• Zone Mapping	• The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

8.6 “Intelligent Object (IO)” is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

8.7 “Intelligent Automation Agent (IAA)” is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

8.8 “EnerGov SDK API (Toolkits)” are defined by:

- API’s developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related

services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

8.9 Estimated Timeline

Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected to be between 16-18 months assuming a continuous single project phase rollout.

8.10 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-Stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the implementation methodology contains Control Points throughout each Phase to ensure adherence to Scope, budget, and schedule controls, as well as effective communications and quality standards. Clearly defined, the implementation methodology repeats consistently across Phases, and is scaled to meet the County's complexity and organizational needs.

For the County's Project, Tyler is suggesting an iterative approach to the implementation rather than a traditional waterfall approach. Under this approach, Tyler will work with the County to finalize a comprehensive list of all business transactions to be implemented. The parties will then organize those business transactions into smaller groupings. The groupings will be logically organized around impacted County department(s), business units, and applications and documented in a Configuration Plan. Tyler will then follow a repeating cycle for each grouping of transactions. In each such cycle, Tyler will define the process, configure the application, train the County on the configured processes for testing, and resolve any issues the County identifies through testing.

9 Stage Acceptance Form

Control Point [X]: [Stage Name] Stage Acceptance

Date: _____

Client: _____

Client Project Manager: _____

Tyler Project Manager: _____

Project Phase: _____

This memo indicates that the following activities have been satisfactorily completed and that the client authorizes Tyler to proceed to stage [X], [Stage Name], as scheduled for this phase of the project.

- [Completed deliverables itemized here]

Please return this sign off to your Project Manager. If we do not receive it within 5 business days, we will consider the sign off complete.

Client Project Manager: _____ Date: _____

10 City of Sample - Change Order [X]

Tyler Technologies

Client:

Requested By:	Date:
---------------	-------

Client Project Manager:	Tyler Project Manager:
-------------------------	------------------------

Expiration Date:	Change Req. Number:
------------------	---------------------

PROPOSED CHANGE

Change Description

IMPACT OF CHANGE

Schedule

Task	Original Start Date	Original Finish Date	Proposed Start Date	Proposed Finish Date

Resources

Cost				
Task	Estimated Hours	Rate / hr	Total	Task Category
Total			\$0	

ACCEPTANCE

NOTE: No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies Project Manager.

Date	Title	Approved By	Signature

Technology Update Presentation

March 5th, 2018

City Technology Enhancements

- Performed IT security audit: Implemented best practices and new cyber-security capabilities to protect network and data
- Corporation Yard: Installed and modernized entire networking and security infrastructure
- Mills Station: Installed and modernized entire networking and security infrastructure
- Traffic Operations Center: Fiber connectivity for traffic signal controllers and cameras; enhanced networking, monitoring workstations, and signals/cameras
- Fiber connectivity: Physically connected Neighborhood Services, Police, and Sacramento County TOC to City Hall via fiber
- Internal IT Infrastructure: Upgraded and replaced network equipment, hardware and software to improve overall resiliency, reliability, and speed; build the foundation for future Business Applications

Current and Future Technology Projects

- Upgrade desktops to Windows 10 and Office 365
- Implement file and document sharing for staff to use with consultants, vendors, and citizens
- Implement electronic media library to manage growing number of photos and videos
- Update network equipment at Neighborhood Services
- Upgrade network connectivity for mobile Code Enforcement and Animal Control vehicles
- Upgrade network connectivity for City's remote storm water pumping stations
- Sustain and continue to enhance network and data security

Business Applications Roadmap

- ✓ Payroll and Human Resources Information System
- ✓ Enterprise Resource Planning/Finance System
- ✓ Land Management System and Permitting System
- ✓ Public Works Asset Management System
- ✓ Electronic Content / Records Management System
- ✓ Council Agenda and Meeting Management System

Business Applications Roadmap

- ✓ Payroll and Human Resources Information System
- ✓ Enterprise Resource Planning/Finance System
- ✓ Land Management System and Permitting System
- ✓ Public Works Asset Management System
- ✓ Electronic Content / Records Management System
- ✓ Council Agenda and Meeting Management System

Business Needs: Constrained by a Legacy System

- Cumbersome, paper-heavy practices
- Existing, legacy system fragments processes, forcing Staff to perform duplicate/triplicate data entry
- Lack of robust mobile applications hampers the efficiency of inspectors and enforcement officers in the field.
- Unwieldy data sharing requiring extensive reconciliation; restricts Open Data and transparency initiatives
- Existing system does not integrate with GIS, email, or plan review
- Current system does not provide a 360-degree perspective on customers (developers, contractors, owners)
- Limited online capabilities to the public

Vendor Selection Process

- Established a Cross-Departmental Task Force
- Defined and Prioritized the City's Needs
- Developed RFP for internal review and revision
- Published RFP nationwide via City's Web Site
- Engaged Potential Bidders; Received Proposals
- Evaluated Proposals (Fit-to-Need; Reference Checking; Cost Analysis)
- Identified Finalists and Conduct Evaluation Interviews/Demos with Finalists
- Completed Vendor Selection
- Finalized Contract – Scope, Schedule & Pricing
- Recommend Contract Execution and Award to Tyler Technologies

Cross Departmental Task Force

- Planning
- Building
- Code Enforcement
- Animal Services
- Public Works
- Economic Development
- Finance
- Information Technology

Selected Vendor: Tyler Technologies EnerGov

- Tyler brings Best Municipal Practices to the City during both Implementation and Utilization.
- Tyler's hosted software solutions can be up, running, integrated and delivering value much faster than any other alternative.
- During implementation, Tyler engages with our staff by sharing options to improve business processes and organizational change, based on experience in dozens of California municipalities.
- Tyler provides the City with access to other "sister" cities through conferences, blogs, and shared online knowledge.
- Tyler Technologies handles all software enhancements as well as report maintenance. Our City IT Staff can focus on assisting the end-users in making better use of the software, creating new reports, and identifying enhancements.

Value/Benefits of New System

The procurement and implementation of the new system will provide the City the opportunity to:

- Improve service and responsiveness to residents and stakeholders (i.e., developers, business owners, contractors, constituents)
- Automate workflows (i.e., electronic plan review, approvals, alerts, triggers)
- Integrate fully with City's GIS
- Provide Portals/Dashboards (assignments, due dates, activities, status)
- Expand citizen/community access through the use of a Self Service E-Portal and Click2Report Mobile App
- Deploy comprehensive mobile applications to Inspectors and Enforcement Officers in the field

Implementation Timeline

Milestones	Targeted Completion Date
Contract Executed with Tyler Technologies	March 2018
Implementation Project Kicked-Off	April 2018
Configuration, Data Conversion, Testing	December 2018
Training and Full Deployment (All CoRC Staff)	February 2019
Legacy Land/Permitting System Shut Down	February 2019
New Citizen Self Service E-Portal Rolled-Out	March 2019
Legacy Fresh Connect CRM Shut Down	March 2019

THANK YOU

QUESTIONS?

MEMORANDUM

DATE: March 5, 2018

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou, Administrative Services Director

SUBJECT: FISCAL YEAR 2017-18 MID-YEAR FINANCIAL REPORT



RECOMMENDATION

Receive the 2017-18 Mid-Year Financial Report.

RESULT OF RECOMMENDED ACTION

The Fiscal Year 2017-18 Mid-Year Financial Report provides the City Council with the City's financial performance as of the mid-year point for the current fiscal year.

BACKGROUND

The City Council-approved Operating Budget serves as the annual plan and resource allocation that guides and ensures implementation of City Council policies and priorities. The budget implements the vision and direction for the range of services that meet the needs of the community.

The financial review as of December 31, 2017 provides the mid-year budget update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures through December 31, 2017 measures the budget's adherence to the established resource allocation plan.

City finances are trending positively at the mid-year point. Overall, City revenues continue to show solid growth in many areas with the local economy remaining strong. City expenditures demonstrate prudent fiscal management as departments are operating within their allocated budget amounts. The attached 2017-18 Mid-Year Financial Report as of December 31, 2017 provides the revenue and expenditure summary for the General Fund, the City's main operating fund.

General Fund

The 2017-18 General Fund revenue budget was increased \$3 million over the prior year to \$50.9 million. Total General Fund revenues are at 29% of budget as of December 31, 2017, compared to 26% the prior year, which demonstrates revenue collection is on track at the mid-year point. It should be noted that revenues are expected to trend below the 50% mark at mid-year due to timing delays in the receipt of major revenues. As of December 31, 2017, revenues are up \$2 million over the same time last year, which is attributable to robust gains in major revenue categories and timing differences in the payment of revenues shared with the County. At this time, revenues are expected to surpass the 2017-18 General Fund budget at year-end.

The 2017-18 General Fund expenditure budget was increased \$3 million over the prior year to \$50.8 million. As of December 31, 2017, expenditures were at 30% of budget, below the expected 50% level, primarily the result of timing delays from when services are rendered and then paid. A more detailed review of key revenues and expenditures is presented below:

General Fund Revenues

- **Property Tax**

The 2017/18 budget for property tax is \$995,000 higher than the prior year to reflect increasing property values in the City. While the City does not receive the first installment of property tax until after the mid-year point in January, all indications show that property tax should meet or exceed the budget at year-end.

- **Sales Tax**

Sales tax revenues are trending above the same time last year, with the City's diverse sales tax base reporting a strong performance during the first half of the fiscal year. Sales tax revenues are expected to meet the current year budget levels if the current pace continues during the next two quarters.

- **Utility Users Tax**

Utility User Tax (UUT) revenues are up from the same time last year as a result of timing differences in the receipt of revenues. Continuing changes in the utility industry including Over the top TV (e.g., Hulu, Netflix), renewable energy, and prepaid wireless continue to impact UUT revenues. UUT revenues are expected to be close to budget at year-end.

- **Transient Occupancy Tax**

Transient Occupancy Tax revenues continue to show growth as a result of the strong business climate in the region. TOT revenues as of the mid-year mark represent only five months of receipts due to the timing delays in the receipt of revenues. TOT collected outside of the annexation area is up 9%, while TOT collected in the annexation area is up 27% due to the re-opening of the recently remodeled Doubletree, which was closed during the same time last year. Overall TOT revenues are up 16% over same time last year. If revenues continue at their current pace, revenues are expected to exceed the budget at year-end.

- **Building Permit Fees**

Building permit fees continue to track ahead of pace due to continuing strong permit activity. Overall, building permit fees are trending below last year but are expected to meet the budget projection at year-end.

General Fund Expenditures

- **Salaries and Benefits**

Salaries and benefits encompass the cost for all regular city staff positions. Expenditures in this category are tracking equivalent to this same time last year. However, it is anticipated that this category will be under budget at year-end due to position vacancies.

- **Professional & Contractual Services**

Expenditures in this category are down \$686,000 from this same time last year as the result of a timing delay in the payment of services for the month of December for the Sacramento County Sheriff's Contract. It is anticipated that expenditures in this category will be close to the budget at year-end due to costs for contract staffing to backfill for vacant positions as well as some contracted costs that were not anticipated during the 2017-18 budget process.

- **Operating Services**

Expenditures in this category are being incurred at the same pace as last fiscal year and are at 41% of budget as of the mid-year point. Expenditures are expected to remain within budget at year-end.

- **Capital Investment**

It is anticipated that additional budget allocations for capital projects may be necessary during the 2017-18 fiscal year, as the cost of construction has increased dramatically from the budget amounts anticipated last year.

Community Enhancement Fund Program

The City began receiving funds associated with the Measure H ½-cent sales tax measure in April 2015. The 2015/16 fiscal year marked the first year of programming Community Enhancement Funds (CEF) and several projects awarded during that first year will continue into subsequent fiscal years.

As of December 31, 2017 the City had received \$2.9 million in CEF revenues, trending the same as last year. Current projections anticipate that the City will receive close to \$8 million in Community Enhancement Funds this fiscal year.

On the expenditure side, \$2 million in CEF programs and projects had been expended as of December 31, 2017. For fiscal year 2017-18, the City continues to expend funds allocated during the 2015-16 and 2016-17 fiscal years for projects and programs with a multi-year spectrum. While staff is anticipating sufficient CEF revenues this fiscal year to cover CEF appropriations, the cumulative effect of multi-year projects and programs will continue to increase annual expenditures from the Community Enhancement Fund.

FISCAL IMPACT

The mid-year financial update report as of December 31, 2017 is for informational purposes only and does not have a fiscal impact.

ATTACHMENT

1. PowerPoint.

FY 2017-18 Mid-Year Financial Report

March 5, 2018

AGENDA ITEM 16.4



FY 2017-18 Budget Trends

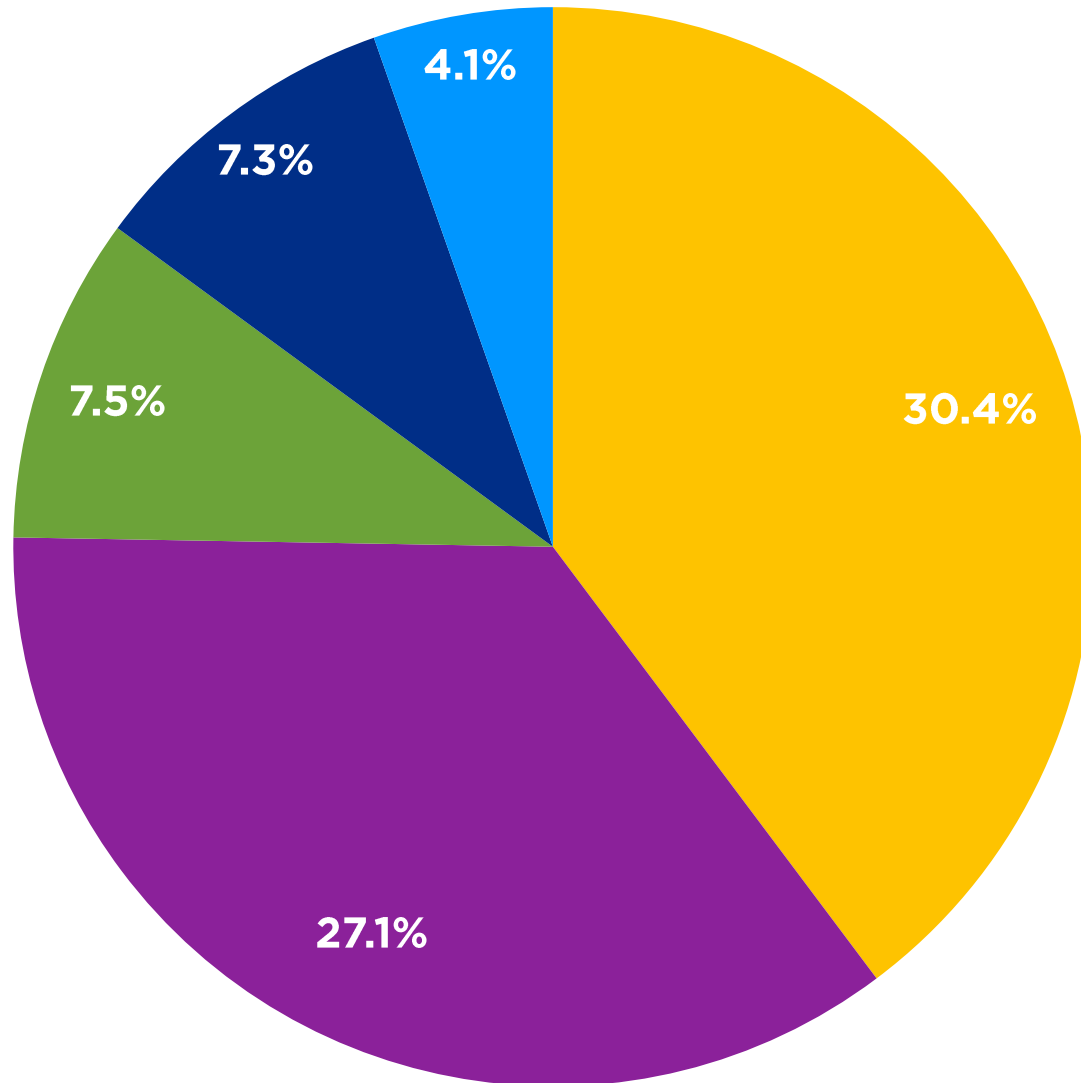
- Strong Local Economy Continues
- City Revenues Continue to Reach New Highs
- Rising Construction Costs
- Enhanced Focus on Technology Enhancements
- Competing Demands for Resources

Revenues by Source

CATEGORY	FY 2014/15 Actual	FY 2015/16 Actual	FY 2016/17 Actual	FY 2017/18 Budget	FY 2017/18 as of 12/31/17
REVENUES					
Taxes	35,626,675	38,852,540	38,380,111	38,844,700	9,809,703
Franchise Fees	1,649,628	1,907,022	2,013,873	1,821,000	429,632
Licenses, Permits and Fees	2,886,287	3,530,248	3,547,414	2,703,900	1,554,796
Fines and Forfeitures	1,188,495	1,548,701	1,656,527	1,548,400	560,572
Use of Money and Property	673,625	796,672	860,732	720,800	258,041
Intergovernmental	1,071,359	1,303,666	1,148,853	599,200	54,121
Charges for Services	3,325,591	3,682,203	3,593,878	4,309,700	1,588,269
Other Revenues	112,782	217,550	17,548	35,200	15,511
Transfers In	85,000	100,000	100,032	286,300	-
TOTAL GENERAL FUND REVENUE	\$ 46,619,440	\$ 51,938,602	\$ 51,318,968	\$ 50,869,200	\$ 14,270,645

Tax Revenues by Source

FY 2017-18 Top Tax Revenue Sources



30.4%
Property Tax



27.1%
Sales Tax



7.5%
Transient Occupancy Tax



7.3%
Utility Users Tax



4.1%
Other Taxes

Expenditures by Category

CATEGORY	FY 2014/15 Actual	FY 2015/16 Actual	FY 2016/17 Actual	FY 2017/18 Budget	FY 2017/18 as of 12/31/17
EXPENDITURES					
Personnel Costs	7,807,016	7,220,464	\$ 7,380,545	\$ 8,915,800	3,674,681
Operating Costs	26,041,674	27,656,816	\$ 29,131,119	\$ 30,912,500	11,407,611
Debt Service/Revenue Neutrality	7,922,109	8,082,766	\$ 8,489,190	\$ 8,632,000	
Capital Investment	340,245	207,506	\$ 309,752	\$ 1,006,000	178,157
Transfers Out	2,718,306	1,996,520	\$ 1,205,270	\$ 1,374,000	142,501
Extraordinary (Gain)/Loss			4,725,310		
TOTAL GENERAL FUND EXPENDITURE	\$ 44,829,351	\$ 45,266,654	\$ 51,241,186	\$ 50,840,300	\$ 15,402,950

AGENDA ITEM 16.4

Community Enhancement Fund

CATEGORY	FY 2014/15 Actual	FY 2015/16 Actual	FY 2016/17 Actual	FY 2017/18 Budget	FY 2017/18 as of 12/31/17
COMMUNITY ENHANCEMENT FUND					
1/2 cent sales tax revenues	1,602,155	6,192,800	7,769,962	7,100,000	2,978,959
Expenditures	422,073	3,331,514	6,868,413	7,100,000	2,062,369
Revenues Over Expenditures	1,180,082	2,861,286	901,549	-	916,590
Legacy Fund Balance			3,493,973	5,291,973	
Girls Softball				(3,000,000)	

2018-19 CEF Timeline

- **February 15 to March 15** - FY 2018/2019 CEF Grant Application Window
- **March 19 to March 28** - Internal review of grant applications received
- **April 2nd City Council Meeting** - Share summary of external applications received and departments' recommended project list
- **Mid-April** - Education Subcommittee review and recommendations
- **May 7th City Council Meeting** - Council to provide their CEF requests
- **May 15th Work Session** – Finalize approved project list
- **May 21st City Council Meeting** - Adopt final list (if needed)
- **June 4th City Council Meeting** – Adopt 2018/19 CEF Budget