

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, June 20, 2022

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

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

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/88628504456?pwd=NlFMQjB3VUFqQ1Vvd3NaTXByQU1QZz09>

Join the Meeting via the Zoom Phone Number

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

Webinar ID: 886 2850 4456

Password: 578969

Instructions to Make Public Comment

Submitting Public Comment via Email

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranhocordova.org **no later than 3:00 p.m. on Monday June 20, 2022. All comments submitted later than 3:00 p.m. will be sent to the City Council for their review and may not be read during the meeting.**

Listening to a Zoom Meeting by Zoom Video Conference

To make a public comment using the Zoom platform, please use the “raise hand” feature at the bottom center of the screen. Please make sure to enable audio controls once access has been given by the City Clerk’s office to speak. Please wait to be called upon by the City Clerk.

Listening to a Zoom Meeting by Phone Only

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

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk's Office at (916) 851-8720 Monday, June 20, 2022, before 3:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Julie Steinbach with the United Methodist Church of Rancho Cordova will give the invocation.

5. PRESENTATIONS

5.1. Recognition of Eagle Scouts Austin Konarski, Garrett Lopez and Matt Vasquez.

5.2. Council Member Pulipati's Birthday July 6, 2022.

6. PUBLIC COMMENT

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

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

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

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

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of June 6, 2022.
Recommendation: Adopt the Minutes.
- 9.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-47 with Sacramento Self-Help Housing in an Amount not to Exceed \$100,197 to Operate an Interim Housing Pilot Program.
Recommendation: Adopt the Resolution.
- 9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-67 with Bennett Engineering Services, Inc. for On-Call Engineering and Design Services in an Amount not to Exceed \$733,170 for the Sunrise Boulevard Rehabilitation Phase 2 Project.
Recommendation: Adopt the Resolution.
- 9.4. **Subject:** A Resolution of the City Council of the City of Rancho Cordova, State of California, Authorizing the City Manager to Execute Contract No. 2022-84 with Claggett Wolfe Associates for Consulting Services from July 1, 2022 through June 30, 2024, in an Amount not to Exceed \$200,000.
Recommendation: Adopt the Resolution.
- 9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 56-2019-1 with Harris & Associates to Extend the Contract Term from June 30, 2022, to June 30, 2024, which Results in an Increase to the Contract Amount from \$100,000 to an Amount not to Exceed \$200,000 for On-Call Stormwater Finance Support Services.
Recommendation: Adopt the Resolution.
- 9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 211-2018-2 with Ross Campbell, Inc. for Public Education and Outreach Services to Extend the Contract Term from June 30, 2022, to June 30, 2024, which Results in an Increase to the Contract Amount from \$221,919 to an Amount not to Exceed \$387,619.
Recommendation: Adopt the Resolution.
- 9.7. **Subject:** A Resolution Authorizing the City Manager to Execute Land Exchange Agreements with the Los Rios Community College District, and Balbir Singh Ojla and Mohan K. Ojla, and declaring City Property as Exempt Surplus Land Pursuant to the California Surplus Land Act.
Recommendation: Adopt the Resolution.
- 9.8. **Subject:** A Resolution Approving the Inclusion of the City of Rancho Cordova in the Article 34 Affordable Housing Ballot Measure Proposed by the County of Sacramento for the November 8, 2022 Election.
Recommendation: Adopt the Resolution.
- 9.9. **Subject:** A Resolution Declaring the Results of the Mail Ballot Election for Rancho Cordova Transit-Related Services Special Tax Area Zone 33 for the Grantline 220 Project.
Recommendation: Adopt the Resolution.

- 9.10. **Subject:** A Resolution Declaring the City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Sundance Project.

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

- 9.11. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-authorizing Remote Teleconference Meetings of the City for the Period from June 20, 2022 to July 19, 2022.

Recommendation: Adopt the Resolution.

- 9.12. **Subject:** A Resolution Calling the November 8, 2022 General Municipal Election for Two City Council Seats.

Recommendation: Rescind Resolution No. 94-2022 and adopt the updated Resolution calling the November 8, 2022 General Municipal Election and requesting that the Sacramento County Board of Supervisors consolidate the General Municipal Election with the statewide election.

- 9.13. **Subject:** A Resolution of the City Council of the City of Rancho Cordova, State of California, Implementing an Annual Compensation Cost of Living Increase for the City Manager.

Recommendation: Adopt the Resolution.

- 9.14. **Subject:** Fiscal Year 2022-23 Budget for American Rescue Plan Act, Measure H, and Measure R.

Recommendation: 1) Adopt the Resolution approving the Fiscal Year 2022-23 American Rescue Plan Act budget; 2) Adopt the Resolution approving the Fiscal Year 2022-23 budget amounts for Measure R, the revenues from the voter-approved 1/2 Cent Sales Tax; 3) Adopt the Resolution approving the Fiscal Year 2022-23 budget amounts for Community Grants, Legacy Projects, and Department Led Initiatives to be funded from the Measure H/Community Enhancement and Investment Fund, the revenues from the voter-approved 1/2 Cent Sales Tax; 4) Adopt the Resolution approving the Fiscal Year 2021-22 Measure H/Community Enhancement and Investment Fund Budget amendment; 5) Adopt the Resolution approving appropriations limit for Fiscal Year 2022-23; and 6) Adopt the Resolution approving full-time employee salary schedule.

10. **CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE**

None.

11. **PUBLIC HEARING ITEMS**

None.

12. **REGULAR CALENDAR ITEMS**

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

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

- 12.2. **Subject:** A Resolution Declaring City-Owned Property at Assessor's Parcel Number (APN) 067-0430-037 on Anatolia Drive as Surplus Land and Authorizing the City Manager to Proceed with the Surplus Land Act Process for Site Disposition.

Recommendation: Adopt the Resolution.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

Mayor Terry will adjourn the meeting to closed session.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

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

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property 2300 Mine Shaft Lane, Rancho Cordova, CA 95742; City Negotiators: Cyrus Abhar, City Manager, Albert Stricker, Public Works Director, and Adam U. Lindgren, City Attorney, Negotiating Parties: Cordova Community Council. Under Negotiations: Price and terms of payment.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: Mather Field Rd, Assessor's Parcel Number (APN): 077-0050-058-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 10503 Armstrong Ave, Assessor's Parcel Number (APN): 067-0990-005-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Mather Blvd Assessor's Parcel Number: 067-0010-039-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 10566 Peter A Mccuen, Assessor's Parcel Number (APN): 067-1040-006-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 3615 Bleckely St, Assessor's Parcel Number (APN): 067-1040-001-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 3607 Bleckely St, Assessor's Parcel Number (APN): 067-1040-002-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 3611 Bleckely St, Assessor's Parcel Number (APN): 067-1040-007-0000, City

Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: 10621 Schirra Ave, Assessor's Parcel Number (APN): 067-1040-008-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Bleckely St, Assessor's Parcel Number (APN): 067-0010-093-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Femoyer Ave, Assessor's Parcel Number (APN): 067-1040-005-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Bleckely St, Assessor's Parcel Number: 067-0010-113-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Property: Bleckely St, Assessor's Parcel Number (APN): 067-0010-094-0000, City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: County of Sacramento.

Under Negotiation: Price and Terms of Payment.

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

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

5. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor Donald Terry and City Manager Cyrus Abhar; Unrepresented Employee: City Attorney.

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

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS

June 28, 2022	5:30 PM Special Meeting/Work Session
July 18, 2022	5:30 PM Regular Meeting
July 26, 2022	5:30 PM Special Meeting/Work Session
August 1, 2022	4:00 PM Special Meeting/Regular Meeting
August 15, 2022	5:30 PM Regular Meeting
August 23, 2022	5:30 PM Special Meeting/Work Session
September 6, 2022	4:00 PM Special Meeting/Regular Meeting

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the June 20, 2022 Regular Meeting of the Rancho Cordova City Council was posted and available for review on June 16, 2022 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed June 16, 2022 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 9.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, June 6, 2022

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Terry called the Regular meeting to order in the David B. Roberts Council Chambers at 5:35 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, David Sander (arrived at 5:39 p.m.), and Mayor Donald Terry

Council Members Absent: Siri Pulipati

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Derald Langwell led the pledge.

4. INVOCATION

Reverend Elizabeth Brick with the United Methodist Church gave the invocation.

5. PRESENTATIONS

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, June 6, 2022

- 5.1. Introduction of New Employees: Shayonta Porter, Customer Service Representative by Delisa Verdun, Senior Customer Service Representative. Sharon Singh, Homeless Outreach Navigator by Russ Ducharme, Neighborhood Services Manager. Farzana Kausar, Administrative Assistant, by Stacy Leitner, City Clerk. Lindsay Samples, Management Technician, by Stacy Delaney, Community Enhancement and Investment Senior Management Analyst. Drew Hart, Senior Transportation Planner by Edgar Medina, Principal Civil Engineer.

6. PUBLIC COMMENT

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

1. Larry Ladd
2. Helen Whelan-Bashaw

Mayor Terry closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

1. Marissa Greenbend
2. Eldon Price
3. Thomas Lawton

Mayor Terry closed the public comment period.

Council Member Gatewood requested that item 9.7 be pulled for separate discussion.

ACTION: Motion to approve item 9.1 through 9.6 and item 9.8 through 9.20 by Budge second by Sander;

Motion passed with a 4:0 vote

AYES: Budge, Gatewood, Sander, and Terry

NOES: None

ABSENT: Pulipati

ABSTAIN: None

- 9.1. **Subject:** Meeting Minutes from the Special City Council Meeting of May 10, 2022 and the Regular City Council Meeting of May 16, 2022.

Recommendation: Adopt the Minutes.

- 9.2. **Subject:** A Resolution Authorizing the City Manager to Award Contract No. 2022-61 with

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, June 6, 2022

Kittelson & Associates, Inc. in an Amount not to Exceed \$172,572 to Provide Professional Services to Prepare the Citywide Roundabout Feasibility Study & Priority Implementation Plan.

Recommendation: Adopt the Resolution.

- 9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 58-2019-1 with Coastline Water Resources, Inc. to Extend the Contract Term from June 30, 2022, to June 30, 2023, which Results in an Increase to the Contract Amount from \$1,285,710 to an Amount not to Exceed \$1,835,000 for Citywide Storm Drain Maintenance Services.

Recommendation: Adopt the Resolution.

- 9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 74-2016-4 with the Sacramento Regional Transit District to Increase the Contract Amount from \$563,120 to an Amount not to Exceed \$756,160 for Continued Light Rail Station Cleaning and Maintenance Services.

Recommendation: Adopt the Resolution.

- 9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 59-2019-1 for Professional Services with H2O Urban Solutions, Inc. to Extend the Contract Term from June 30, 2022, to December 31, 2022, which will Result in an Increase to the Contract Amount from \$366,780 to an Amount not to Exceed \$417,000 for Citywide Storm Drain Pump Station Operations & Maintenance.

Recommendation: Adopt the Resolution.

- 9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2022-51 with the Sacramento Tree Foundation in an Amount not to Exceed \$450,000 from July 1, 2022 through June 30, 2025 for Community Engagement and Tree Planting Services to Enhance And Improve the City's Urban Forest.

Recommendation: Adopt the Resolution.

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

Recommendation: Adopt the Resolution.

Council Member Gatewood recused himself due to a conflict of interest related to a business interest.

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

ACTION:	Motion to approve item 9.7 by Budge second by Sander; Motion passed with a 3:0 vote.
AYES:	Budge, Sander, and Terry
NOES:	None
ABSENT:	Pulipati
RECUSED:	Gatewood

City Attorney Adam Lindgren asked that the Council reconsider item 9.7 for further discussion.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, June 6, 2022

ACTION: Motion to reconsider item 9.7. by Budge second by Sander;
Motion passed with a 3:0 vote

AYES: Budge, Sander, and Terry

NOES: None

ABSENT: Pulipati

RECUSED: Gatewood

ACTION: Motion to Rescind the approval of item 9.7. and continue item to a date uncertain by Budge second by Sander;
Motion passed with a 3:0 vote.

AYES: Budge, Sander, and Terry

NOES: None

ABSENT: Pulipati

RECUSED: Gatewood

- 9.8. **Subject:** A Resolution Authorizing the City Manager to Execute Construction Contract No. 2022-63 in an Amount not to Exceed \$330,541.00 with B&M Builders, Inc. to Construct the HSIP Cycle 10 Pedestrian Crossing Enhancement Project.

Recommendation: Adopt the Resolution.

- 9.9. **Subject:** A Resolution Authorizing the City Manager to Execute Construction Contract Amendment No. 2021-256-4 with Z Squared Inc. to increase the contract amount from \$4,511,000 to an amount not to exceed \$5,345,695 for the construction of the Rancho Cordova Youth Center Project.

Recommendation: Adopt the Resolution

- 9.10. **Subject:** A Resolution of the City Council of the City of Rancho Cordova and on Behalf of Commissions and Committees Created by the City Council Pursuant to Government Code Section 54952(b) Confirming the State of Emergency Under Government Code Section 8625, Recognizing Continued Measures to Promote Social Distancing, and Re-authorizing Remote Teleconference Meetings of the City for the Period from June 10, 2022 to July 6, 2022.

Recommendation: Adopt the Resolution.

- 9.11. **Subject:** A Resolution Determining the Special Tax Levy and Authorizing the Levy of Special Taxes for Police Protection Services within the Rancho Cordova Special Police Tax Area for Fiscal Year 2022-2023.

Recommendation: Adopt the Resolution.

- 9.12. **Subject:** A Resolution of the City Council of the City of Rancho Cordova Declaring its Intention to Transfer Delinquent Refuse Service Charges to the Property Tax Rolls and to Set a Public Hearing for the Same.

Recommendation: Adopt the Resolution.

- 9.13. **Subject:** A Resolution Declaring the Results of a Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee for the Grantline 220 Project in the City of Rancho Cordova.

Recommendation: Adopt the Resolution declaring the results of the mail ballot election relating to the imposition of the Annual Stormwater Utility Fee for the Grantline 220 project.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
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- 9.14. **Subject:** A Resolution to Approve the Appointment of City and Golden State Water Company Representatives to the Governing Board of the Sacramento Central Groundwater Authority.
Recommendation: Adopt the Resolution.
- 9.15. **Subject:** A Resolution Calling the November 8, 2022 General Municipal Election for Two City Council Seats.
Recommendation: Adopt the Resolution calling the November 8, 2022 General Municipal Election and requesting that the Sacramento County Board of Supervisors consolidate the General Municipal Election with the statewide election.
- 9.16. **Subject:** Second Reading and Adoption of an Ordinance of the City of Rancho Cordova Levying a Special Tax within the City of Rancho Cordova Arista Del Community Facilities District No. 2022-1.
Recommendation: Waive the second reading and adopt the Ordinance.
- 9.17. **Subject:** Second Reading and Adoption of Ordinance Establishing SunCreek Specific Plan Development Impact Fees.
Recommendation: Waive the second reading and adopt the Ordinance.
- 9.18. **Subject:** Second Reading and Adoption of an Ordinance Amending Title 4 Business Regulation, Chapter 4.07 Tobacco Retailer License which would Repeal and Replace Title 6 Health and Sanitation, Chapter 6.86 Distribution of Tobacco Products to Minors, and Amending Chapter 6.84.020 Regulation of Smoking, Definitions and Title 23 Zoning Code, Chapter 23.919.100 Smokers Lounge, Hookah Bar, E-Cigarette Lounge and Vapor Lounge/Bar of the Rancho Cordova Municipal Code Regarding the Prohibition of the Sale of Flavored Tobacco Products.
Recommendation: Waive second reading and adopt the Ordinance.
- 9.19. **Subject:** Second Reading of Ordinance for SunCreek Development Agreement Amendments and Reapproval.
Recommendation: Waive the second reading and adopt the Ordinance.
- 9.20. **Subject:** Treasurer's Report - March 31, 2022.
Recommendation: This report is informational only. It is recommended that the City Council receive and file the March 31, 2022 Treasurer's Report.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve item 10.1 through 10.6 by Budge second by Gatewood;
Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Sander, and Terry

NOES: None

ABSENT: Pulipati

ABSTAIN: None

- 10.1. **Subject:** A Resolution Approving Proceedings for the Annual Levy and Collection of Assessments for Landscaping and Lighting District No. 2005-1 for Fiscal Year 2022-

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
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2023.

Recommendation: Adopt the Resolution.

- 10.2. **Subject:** A Resolution Approving Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Lighting District No. 2012-1 for Fiscal Year 2022-2023.

Recommendation: Adopt the Resolution.

- 10.3. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2022-2023.

Recommendation: Adopt the Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments, Declaring its Intention to Levy the Annual Assessments and Preliminarily Approving the Engineer's Report for the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2022-2023; and adopt the Resolution Amending and/or Approving the Annual Engineer's Report and Ordering the Levy and Collection of Assessments within the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2022-2023.

- 10.4. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1 for Fiscal Year 2022-2023.

Recommendation: Adopt the Resolution Initiating Proceedings for the Annual Levy and Collection of Charges, Preliminarily Approving the Engineer's Report and Declaring its Intention to Levy the Annual Service Charges for Fiscal Year 2022-2023 for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1; and the Resolution Amending and/or Confirming the Engineer's Report and establishing the Fiscal Year 2022-2023 Service Charge for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1.

- 10.5. **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2 for Fiscal Year 2022-2023.

Recommendation: The Resolution Initiating Proceedings for the Annual Levy and Collection of Charges, Preliminarily Approving the Engineer's Report, and Declaring its Intention to Levy the Annual Charges for Fiscal Year 2022-2023 for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2; and the Resolution Amending and/or Confirming the Engineer's Report and establishing the Fiscal Year 2022-2023 Service Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2.

- 10.6. **Subject:** A Resolution Approving Granite Construction Company Renewal of Surface Mining and Reclamation Plan Permit Project No. RC06-224.

Recommendation: Adopt the Resolution approving the Renewal of the Surface Mining and Reclamation Plan Permit for the Granite Construction Mining Operation, Project No. RC 06-224.

11. PUBLIC HEARING ITEMS

None.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
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12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** Presentation of Final Proposed Spending Plan for Fiscal Year 2022-23 Measure H, Measure R, and American Rescue Plan Act Funds.

Recommendation: Receive information and provide direction.

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

ACTION: Input was received regarding the Presentation of Final Proposed Spending Plan for Fiscal Year 2022-23 Measure H, Measure R, and American Rescue Plan Act Funds.

- 12.2. **Subject:** A Resolution Authorizing the City Manager to Execute Contract 2022-52 for Professional Services with ShotSpotter, Inc. in an Amount not to Exceed \$1,194,000 through June 30, 2026.

Recommendation: Adopt the Resolution.

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

1. Derald Langwell

Mayor Terry closed the public comment period.

ACTION: Motion to approve item 12.2. by Budge second by Gatewood;
Motion passed with a 4:0 vote.

AYES: Budge, Gatewood, Sander, and Terry

NOES: None

ABSENT: Pulipati

ABSTAIN: None

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. SACOG Presentation

14. ADJOURN TO CLOSED SESSION

Mayor Terry adjourned the meeting to closed session at 7:40 p.m.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Terry called closed session order at 7:40 p.m.

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

Council Members Absent: Siri Pulipati

Staff Members Present: Cyrus Abhar and Adam Lindgren

16. CLOSED SESSION

Council met in closed session to discuss the following items:

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

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, June 6, 2022

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

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

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

Mayor Terry adjourned the meeting in memory of Louis Hawkes, Alice Talbott, the children in the Uvalde, TX school shooting and all of the families affected by the mass shootings that have taken place in the Country at 8:27 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: June 20, 2022
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-47 WITH SACRAMENTO SELF-HELP HOUSING IN AN AMOUNT NOT TO EXCEED \$100,197 TO OPERATE AN INTERIM HOUSING PILOT PROGRAM**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a contract with Sacramento Self-Help Housing to provide an interim housing services pilot program at one single-family home in the amount of \$100,197 for one year.

BACKGROUND

In March 2022 staff provided an update to Council on the Homeless Outreach Team's successes and planned enhancements during 2022. One opportunity presented was to contract with Sacramento Self-Help Housing (SSHH) for a small interim housing pilot program to provide short-term housing and services, in partnership with the Rancho Cordova Homeless Assistance Resource Team (RC HART), to a small number of clients in a single-family home setting.

This opportunity was presented to staff by SSHH for a home in Rancho Cordova that has already been operating under a Sacramento County shelter program. That program is now refocusing, which has opened up the opportunity for the City of Rancho Cordova to contract for this location. This location has already been operating successfully with no calls for service and no disruption to the neighborhood.

The Interim Housing program will provide housing for 5 clients at a time and will provide basic shelter services, case management, and shelter operations. Basic services provided include fully furnished accommodations, bathing facilities, access to food preparation areas, personal storage spaces, laundry facilities, mail, telephone, and transportation. Case management services include creating an individualized service plan, linking participants to health and wellness programs, and assisting participants in obtaining income and/or establishing benefits.

The program will be managed by a Housing Operations Specialist and an on-site House Monitor who will reside at the location.

FISCAL IMPACT AND FUNDING SOURCE

The General Fund impact for this one-year pilot program will be a not to exceed contract for \$100,197.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2022-47

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-47 WITH SACRAMENTO SELF-HELP HOUSING IN AN AMOUNT NOT TO EXCEED \$100,197 TO OPERATE AN INTERIM HOUSING PILOT PROGRAM

WHEREAS, the City of Rancho Cordova has a significant unhoused population of approximately 300 to 350 people; and

WHEREAS, in March 2022 City staff provided an update on the City's Homeless Outreach Team and received direction from the City Council on proceeding with program enhancements including targeting a small short-term shelter program for program expansion; and

WHEREAS, Sacramento Self-Help Housing provides a successful interim housing program for Sacramento County and has one single-family house location already in Rancho Cordova that is available to provide shelter and case management services; and

WHEREAS, the City desires to enter into a contract with Sacramento Self-Help Housing to provide its interim housing program services for a one-year pilot program to Rancho Cordova homeless residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA authorizes the City Manager to execute a contract with Sacramento Self-Help Housing in an amount not to exceed \$100,197 for a one-year interim housing pilot program, in forms approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
SACRAMENTO SELF HELP HOUSING**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Sacramento Self-Help Housing, a California nonprofit corporation ("Professional") as of July 1, 2022.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2023, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed ONE HUNDRED THOUSAND ONE HUNDRED NINETY-SEVEN DOLLARS (\$100,197.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to

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

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

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

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

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

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

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

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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 Zero Dollars (\$0). 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.

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Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile

liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured’s general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

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

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

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

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

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

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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- 5.3 **Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's

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failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

Professional may cancel this Agreement upon ten (10) days' written notice to City and shall include in such notice the reasons for cancellation.

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

Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

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Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

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- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

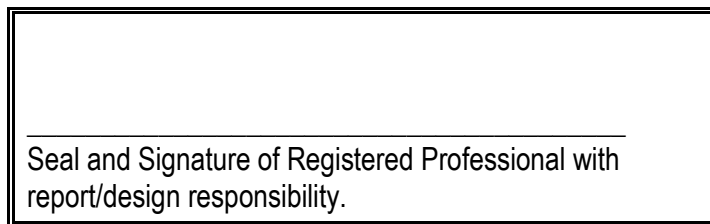
- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Stefan Heisler ("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:
John Foley, Executive Director
Sacramento Self-Help Housing
1010 Hurley Way
Sacramento, CA 95825
Email Address (for Insurance Update Requests)
jfoley@sacselfhelp.org
916-341-0593

Any written notice to City shall be sent to:
Stefan Heisler
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
sheisler@cityofranchocordova.org
916-851-8757

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.

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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

John Foley, Executive Director

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

DESCRIPTION OF SERVICES

SSHH shall secure, manage and maintain one or more interim shelter sites in or near the City of Rancho Cordova, and will provide shelter and supportive services to 5 or more individuals experiencing homelessness at each site at any one time

Basic shelter services include:

1. A safe, sanitary and accessible site
2. Beds and clean linens for each guest
3. Fully furnished accommodations
4. Bathing facilities with hot and cold running water, and provision of towels, soap and toilet paper.
5. Access to food preparation area for meals and snacks; as well as accessible storage for personal food items.
6. Laundry facilities and supplies available to all guests
7. Secure and accessible storage space for guest belongings
8. Mail service or access to receive mail
9. Access to a public or private telephone to make and receive calls
10. Transportation for shelter guests; and
11. Access to policies and procedures, including grievance procedures and responsibilities

Case Management

Case management and services focus on identifying and reducing barriers to permanent housing. In order to provide intensive case management support, SSHH will staff approximately 1.0 FTE Case Manager per 20 program participants. Case Manager duties include:

- Individualized service plan focused on helping individuals obtain permanent housing and linkages to other community based supportive services as needed
- Health and Wellness referrals - participants are linked to and assisted in accessing medical health, mental health, and any needed alcohol and other drug services.
- Mainstream Benefits - Assist participants with obtaining income and/or establishing benefits. This includes coordinating the completion and submission of applications for public benefits and entitlements (e.g., general assistance, SNAP, SSI/SSDI, Veteran benefits) health insurance benefits (e.g., Medi-Cal, Medicare, Covered California, etc.), and other sources of financial assistance.

Shelter Operations

The shelter will be staffed by one or more Housing Operations Specialists, who are responsible for participant intake and exit procedures, and for maintaining and supplying the shelter with necessary household supplies. Additionally, an on-site House Monitor who will reside at the shelter and who reports daily and as needed to the Team Supervisor.

It is the responsibility of the Team Supervisor to ensure that the program participants abide by the Shelter Rules, in order to promote a safe and healthy environment. This includes responding and de-escalating crises in an appropriate manner, providing emergency assistance to clients and co-workers as necessary and ensuring timely conflict resolution to assist in problem-solving and skill-building.

Rancho Cordova- 5 beds

Direct Program Expense	FTE	Salaries	Benefits	Total Budget
Program Director	0.0125	1040	239.2	1,279.20
Assistant Program Director	0.0125	884	203.32	1,087.32
Team Supervisor	0.0125	832	191.36	1,023.36
Case Manager 2	0.025	1196	275.08	1,471.08
Case Manager	0.2	9152	2104.96	11,256.96
Operations Coordinator	0.025	1196	275.08	1,471.08
Housing Operations	0.1	4160	956.8	5,116.80
Houseleader	1	5444		5,444.00
Property Management Director	0.0125	962	221.26	1,183.26
Property Management Staff	0.025	1144	263.12	1,407.12
SSHH Deputy Director	0.006	600	138	738.00
		26610	4868.18	31,478.18

Direct Program Operation Costs		HART in kind	Total Budget
Transportation	2,000.00	1000	3000
Maintenance and Repair	1,800.00		
Utilities	5,400.00		
Furnishings - Beds only	1,200.00		
Client Food		2400	2400
Insurance	400.00		
Household Supplies		2160	2160
Landscaping	1,800.00		
Wifi/Telephone	1,800.00		
Staff Equipment	500.00		
One time Security Deposit	7,000.00		
One time set up/Furnishings		12000	12000
Background Checks	150.00		
Leasing	33,600.00		
Rehousing funds for clients		10000	10000
Total Operations Costs	55,650.00	27560	29560

Sub-total Program Cost	87,128.18	27560	114688.18
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Indirect Admin Cost	13,069.23		
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TOTAL Program Costs	100,197.41	27560	127757.407
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MEMORANDUM



ITEM 9.3.

DATE: June 20, 2022

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Jesse Yabes, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-67 WITH BENNETT ENGINEERING SERVICES, INC. FOR ON-CALL ENGINEERING AND DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$733,170 FOR THE SUNRISE BOULEVARD REHABILITATION PHASE 2 PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2022-67 with Bennett Engineering Services, Inc. for an amount not to exceed \$733,170 for the Sunrise Boulevard Rehabilitation Phase 2 Project.

BACKGROUND

The Sunrise Boulevard Rehabilitation Phase 2 Project has been identified as a high priority road rehabilitation project. The project area is Sunrise Boulevard, between White Rock Road and Douglas Road, and Mechanical Drive, between Sunrise Boulevard and Recycle Road (see Attachment 3).

The Sunrise Boulevard Rehabilitation Phase 2 Project will include an overlay of existing pavement to improve the road surfaces, median landscape enhancements, sidewalk repairs and curb ramp upgrades to achieve compliance with the Americans with Disabilities Act, drainage upgrades to improve flood protection and stormwater conveyance, and other incidental work as required.

The design elements of the project will provide commuters with a smoother ride, improve access for pedestrians and bicyclists, improve drainage to prevent flooding and improve aesthetics in the area.

Rehabilitation of Sunrise Boulevard is necessary and aligns with City goals to promote the positive image of Rancho Cordova and ensure the availability of the best public services in the region while practicing sound financial management.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this project consist of Gas Tax and Stormwater Enterprise Fund. The project is included in the City's current approved Capital Improvement Plan and in the Adopted 2021-2022 budget.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2022-67
3. Project Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-67 WITH BENNETT ENGINEERING SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$733,170, FOR DESIGN OF THE SUNRISE BOULEVARD REHABILITATION PHASE 2 PROJECT TO INCREASE SAFETY AND PROMOTE LIVABILITY

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2022-67 with Bennett Engineering Services, Inc., in an amount not to exceed \$733,170 for on-call engineering and design services for the Sunrise Boulevard Rehabilitation Phase 2 Project; and

WHEREAS, the project will include overlay of existing pavement to improve the road surfaces, median landscape enhancements, sidewalk repairs and curb ramp upgrades to achieve compliance with the Americans with Disabilities Act, drainage upgrades to improve flood protection and stormwater conveyance, and improve aesthetics; and

WHEREAS, funding for this project consists of Gas Tax, Road and Stormwater Enterprise Fund; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2022-67 with Bennett Engineering Services, Inc., in an amount not to exceed \$733,170 and in a form approved by the City Attorney for the Sunrise Boulevard Rehabilitation Phase 2 Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
BENNETT ENGINEERING SERVICES, INC.
FOR THE SUNRISE BOULEVARD REHABILITATION PHASE 2 PROJECT, CP23-2238**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Bennett Engineering Services, Inc., a California corporation ("Professional") as of July __, 2022.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30 2025, 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 Seven Hundred Thirty-Three Thousand, One Hundred Seventy Dollars and no Cents (\$733,170.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement

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at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

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

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

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

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

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

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed Seven Hundred Thirty-Three Thousand, One Hundred Seventy Dollars and No Cents (\$733,170.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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.

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Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile

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liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

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

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

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

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

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

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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- 5.3 **Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. **STATUS OF PROFESSIONAL.**

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

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

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

Section 7. **LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's

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failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

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Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

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- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

- 10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

- 10.9 Contract Administration.** This Agreement shall be administered by Jesse Yabes ("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:
Jorge Renteria
1082 Sunrise Ave, Suite 100
Roseville, CA 95661
Email Address (for Insurance Update Requests):
JRenteria@ben-en.com
- Any written notice to City shall be sent to:
Jesse Yabes
City of Rancho Cordova Public Works
2729 Prospect Park Dr
Rancho Cordova, CA 95670
jyabes@cityofranhocordova.org
- 10.11 Professional Seal.** Where applicable in the determination of the Contract Administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.
- A rectangular box with a double border. Inside the box, there is a horizontal line followed by the text "Seal and Signature of Registered Professional with report/design responsibility."
- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

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

Leo Rubio, President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A
SCOPE OF SERVICES

Scope of Services

Client: City of Rancho Cordova

Consultant: Bennett Engineering Services Inc

Project: Sunrise Boulevard Rehabilitation Project - Phase 2

Date: May 12, 2022



Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

T 916.783.4100
F 916.783.4110
www.ben-en.com

Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

Project work description and location:

Bennett Engineering Services (BEN|EN) will provide engineering support services to City staff including, survey & topo mapping, utility coordination, re-design of existing median, landscape and irrigation design, drainage improvements, and pavement evaluation & resurfacing recommendation.

This project includes the preparation of plans, specifications, & estimate (PS&E), and construction assistance. Other services if needed, as determined by City staff will be added by amendment.

The project is along Sunrise Blvd, from the White Rock Blvd intersection to Douglas Rd intersection.

The Project Contract expiration date will be June 30, 2025

Civil Work

- Update eleven (11) corners with ADA compliant curb ramps
- Identify areas to remove and replace broken sidewalk
- Drainage improvements at
 - [Recycle Road \(Optional CP22-2223\) \(920 LF\)](#)
 - Mechanical Drive crossing Sunrise Boulevard (1005 LF)

Electrical Work

- No signal work to be performed, detection loops no longer required to be replaced due to video detection on signals.

Environmental Work

- City is requesting support in preparing the Memo to accompany the Notice of Exception to satisfy CEQA.

Geotechnical Work

- Perform up to 20 cores along Sunrise Boulevard to investigate existing cross section
- Four cores will be performed to determine R-values
- Provide pavement evaluation and recommendation for rehabilitation

Landscape Work

- North of Monier Circle, only new planting, no irrigation, stamped concrete, or curb improvements
- South of Monier Circle, remove and replace median curb, stamped concrete, grout-in cobblestones, and landscape
- Use the same landscape palette that is used on Sunrise Boulevard Rehabilitation Project, just north of White Rock Road.

Survey Work

- Provide LiDAR survey from White Rock Road, down to intersection of Sunrise Boulevard and Douglas Road.

INITIALS:

- Provide topo survey for up to eight corners
- Establish ROW from record information along the corridor.

KEY WORK SCOPE ASSUMPTIONS:

- No traffic signal modification will be required, therefore no electrical sub is required
- The City will file the NOE with the State Clearinghouse and Sacramento County Clerk, along with payment of all necessary filing fees, as needed.
- The NOE is for the Lead Agency file and does not require circulation for public comment.
- Geotechnical permit fee will be waived.
- Geotechnical work will need to be performed overnight. We assume two nights of coring will be required.
- All work will be done within existing right of way
- No title reports are anticipated

TASK 1. Project Management**Subtask 1.1. Meetings and Field Reviews**

BEN|EN, in coordination with City Project Manager, will coordinate monthly project meetings with representatives from subconsultants and appropriate City staff. BEN|EN will setup and facilitate all interagency, field review, and other project related meetings. BEN|EN will prepare all meeting agendas and meeting minutes. For in person meetings, BEN|EN will print and distribute the meeting agenda and minutes to the attendees in person or email the meeting agenda and minutes if it is a virtual meeting.

Subtask 1.2. Project Schedule

BEN|EN will provide a project schedule, using Microsoft Project, showing the activities and milestones outlined in our project scope. The activities will show begin and end dates, duration and dependency on other tasks. The schedule will be refined and maintained on a regular basis and as decisions are made throughout the life of the project. We will discuss issues that may affect the project design, budget or schedule.

Subtask 1.3. Agency Coordination

BEN|EN will coordinate with the City and the Operations and Maintenance Department, along with utility purveyors. BEN|EN will inform the City Project Manager of all coordination efforts with outside agencies prior to any meeting with an outside agency or organization.

Subtask 1.4. Monthly Invoices and Status Reports

A draft status report will be submitted for City approval prior to submittal of the first invoice. BEN|EN will prepare and submit monthly invoices and status reports to the City. The status reports will include project tasks completed, deliverables submitted and budget expenditures for that months invoice. Invoices will include employee rates, expenses per task, and a copy of any subconsultant invoices.

Subtask 1.5. Quality Control

BEN|EN will utilize our existing internal controls and the guidelines as set by the City, and we will provide technical resources necessary to ensure that deliverables are complete, and that they meet the City's requirements. Reviews will be conducted by experienced staff not directly involved with the design or preparation of the deliverables. The review will be documented using a review form indicating the reviewer's name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the 60%, 90%, and Final PS&E submittals.

DELIVERABLES:

- *Meeting notices and agendas*
- *Project schedule (pdf)*
- *Meeting minutes*
- *Status report and monthly invoices*
- *Quality control review forms*

TASK 2. Survey and Mapping**Subtask 2.1. LiDAR Mapping**

The Team will facilitate the delivery of a strip LiDAR based topographic survey at 1=40' scale of the project area. The width of the survey will cover an approximately 200' wide strip along the alignment. LiDAR data will be captured via aerial LiDAR methodology to include a color ortho-

rectified image, full planimetrics, 1' contours, DTM and .LAS files of the entire project limits. Survey will include the setting of ground control aerial panels along the project limits and random survey check shots to confirm contours and surface details.

The Team will utilize the North American Datum (NAD83), California Coordinate System and the North American Vertical Datum (NAVD88) as the basis of our work. Control will be consistent with earlier phases of the project for overall consistency. The Team will set durable control points throughout the project for utilization of surveys and future construction control.

DELIVERABLES:

- *LiDAR Topographic AutoCAD Base File*
- *Color Ortho-Rectified Image*
- *Point Files, DTM, and *.LAS Files*
- *Control Diagram with Benchmarks, Datum and Basis of Bearings*

Subtask 2.2. Conventional Topographic Surveying and Mapping

The Team will perform conventional topographic surveys as directed by design team. Using the common project control, the Team will locate the lip of gutter and flowline along the project corridor as a means to confirm the LiDAR survey. The Team will locate all utilities in the roadway and will dip all storm drain structures such as inlets and manholes along the project corridor. UNICO will also locate and dip all storm drain structures along Recycle Road, from Mechanical Drive to Sunrise Boulevard, including the outfall location to Recycle Road Stormwater Basin.

UNICO will perform detailed design surveys at the following curb ramp locations for ADA upgrade:

- NE and SE corners of Sanders Drive and Sunrise Boulevard
- NE, SE and SW corners of Fitzgerald Road and Sunrise Boulevard
- NW and SW corners of Recycle Road and Sunrise Boulevard
- NE, SE, SW and NW corners of Mechanical Drive and Sunrise Boulevard

All ADA curb ramp surveys will provide sufficient detail to analyze and design for ADA compliance.

UNICO will survey the full intersection of Sunrise Boulevard and Douglas Road. UNICO will locate all improvements, striping, sidewalks, curbs, crossings, ramps, drainage, utilities, signals, poles, signs, fences, ditches, slopes and other visible features within the intersection.

UNICO will perform base mapping of all conventional topographic surveys to include full mapping, 1' contours and 3D surface. Base mapping will be meshed into the LiDAR survey.

DELIVERABLES:

- AutoCAD Base File
- Points Files

Subtask 2.3. Right of Way Surveys

The Team will research and review record right of way and property maps including deed documents along the project limits. Approximately 50 properties are adjacent to the project alignment. For this phase of the project, the Team will map the record right of way and adjacent properties from readily available maps, deeds, subdivision maps, and other public records. The Team will perform field surveys to locate sufficient monuments of record to resolve and map the record right of way and affected property boundaries along the route. The Team will prepare a right of way and boundary base drawing in AutoCAD format that will include right of way details, property owner information such as assessor's parcel numbers,

street address and current ownership references. The Team will work City to coordinate access onto private properties to perform field surveys as needed. Title reports are not expected to be used for this phase of the project. Title reports will become necessary in future phases of the project to fully resolve all properties, exceptions, dedications, easements, and other constraints.

All monuments discovered in the roadway will be surveyed and mapped into the survey base file for future monument preservation/perpetuation activities.

DELIVERABLES:

- AutoCAD Base File
- Maps and Property Documents

TASK 3. Utility Coordination

BEN|EN will prepare Utility Letters A, B, C, along with utility plans for the utility companies. Utilities known to operate in the vicinity of the project will be contacted. BEN|EN will map the existing utilities based on as-built plans, utility maps, field observation, and topographic survey of above ground utilities. Utility conflicts with the proposed design will be identified and we will work with each utility company to develop relocation plans if necessary.

Subtask 3.1. Utility Verification and Coordination with Owners

BEN|EN will send “Utility A” letters with project location/limit map with a City-approved letter requesting verification of the location, size, and depth of each facility within the project area. BEN|EN will identify all public or private utilities that may be affected and determine utilities to be raised to grade or relocations and determine responsible party for utility costs. A utility log documenting all correspondence with the utility owners will be maintained for the duration of the project.

Subtask 3.2. Utility Impact Resolution and Potholing

Once the existing utility information is compiled, BEN|EN will prepare a summary of utility impacts and proposed resolutions. Subsequent utility “B” and “C” letters with project plans will be sent to the respective utility companies in accordance with Caltrans Local Assistance Utility Coordination Procedures. Verification maps, conflict maps and report of investigation will be included as part of this task. BEN|EN will also complete utility agreements if needed. These documents **will not** be sent to Caltrans for approval but will be kept for documentation for City’s records and self-certification.

BTL will provide potholing support to verify utility location and confirm impact and develop resolution. A total of 3 days of potholing and 2 days of electronic probing are assumed for this work scope.

Subtask 3.3. Utility Adjustment/Relocation Coordination

For existing utilities that need to be adjusted or relocated, BEN|EN will coordinate with utility companies for final utility relocation plans and construction schedule for the relocations prior to or during project construction.

Subtask 3.4. Additional Potholes (Optional)

In an effort to support a potential Full Depth Reclamation approach to the rehabilitation, our team will conduct up to 2 additional days of potholing.

TASK 4. Preliminary Engineering

Subtask 4.1. Preliminary Design

BEN|EN will work with City staff to confirm the proposed project improvements during an initial site visit. Any curb ramps needing to be design rather than simply referring to county standards will be identified during initial meeting. BEN|EN along with the City staff will determine how to phase the project to match the available funding for construction.

Plans for preliminary design will include:

- Layout identifying limits of street rehab, curb ramp improvements, center median improvements, and landscape and irrigation limits.

DELIVERABLES:

- *PDF's of the layout exhibit and estimate at the preliminary engineering level.*

Subtask 4.2. Pavement Evaluation and Recommendations

BEN|EN will evaluate existing pavement and subgrade conditions by performing pavement coring and material sampling along Sunrise Boulevard within the project limits and provide conclusions and recommendations for repair and/or rehabilitation. Pavement rehabilitation will likely include isolated dig outs and grind/overlay with or without a pavement reinforcement interlayer. Rehabilitation may also include partial-depth reclamation (PDR) which is a cold-in-place (CIR) procedure of the existing HMA only.

We will perform the following services:

- *Perform a site reconnaissance to observe existing pavement conditions and mark-out proposed exploratory excavation locations.*
- *Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory excavations at the site.*
- *Prepare site-specific traffic control plans, apply for, and obtain an encroachment permit from the City of Rancho Cordova. We assume the permit fee will be waived.*
- *Perform up to **20 pavement** cores along the project alignment using a truck-mounted drill rig. Ten cores will be located within each the northbound and southbound lanes of Sunrise Boulevard. We assume this work will need to be performed overnight. We assume two nights of coring will be required.*
- *Provide necessary traffic control measures during field work.*
- *Measure existing pavement section material thicknesses (HMA and AB, if present) at each core location.*
- *Obtain subgrade soil samples from the core locations.*
- *Upon completion, backfill the cores with excess excavated material and restore the pavement surface with rapid-set concrete.*
- *Perform up to **four (4)** laboratory R-Value tests to evaluate the pavement support characteristics of the subgrade soil along the project alignment.*
- *Perform other laboratory tests on selected samples to determine pertinent geotechnical parameters such as in-place moisture/density, moisture-density relationship, Atterberg limits, and grain size distribution.*
- *Analyze field and laboratory data and prepare a summary report with the conclusions and recommendations for pavement rehabilitation.*

DELIVERABLES: Summary report will include (but not be limited to) the following:

- *Scope of work summary*
- *Site map showing core locations*
- *Laboratory test results*
- *Existing pavement structural section thicknesses at the core locations*
- *Existing pavement condition description*
- *Subgrade soils conditions, and*
- *Conclusions and recommendations for pavement repair/rehabilitation*

Subtask 4.3. Preliminary Landscape Design

HELIX's landscape architects will attend a kick-off meeting with City maintenance staff to discuss and locate the existing irrigation system(s) and associated maintenance concerns and priorities. This meeting will be followed by a site assessment where existing conditions of decorative paving, irrigation systems, and vegetation will be assessed. During this site assessment, soil samples will also be collected, as required for compliance with AB 1881. A summary of the meeting with City maintenance staff will be provided. Based on the information provided at the kick-off meeting and arborist survey, a black and white preliminary landscape plan will be prepared. The plan will identify paving treatments, planting areas, plant palette, irrigation points of connection, controller locations, and retrofit and new irrigation areas.

DELIVERABLES:

- *Kick-off meeting and site analysis summary*
- *Soil analysis and recommendations*

Subtask 4.4. Arborist Report

The City of Rancho Cordova regulates impacts to protected trees under the City of Rancho Cordova Tree Ordinance (Ordinance) (City Code Article 19.12). Under the Ordinance, protected trees include all native oaks having a trunk diameter of at least six inches or greater and any tree species other than a native oak having a trunk diameter of at least 12 inches or greater on nonresidential property, or any tree planted as a requirement tree for site development, tree permit condition, landscape plan removal replacement, or other designated condition by the public works director or planning director. A tree permit is required for any ground disturbance within the dripline (defined as the longest measurement from the trunk to the edge of the canopy), major trimming, or other activities that may damage, kill, or remove any protected tree. Mitigation for the removal of, or significant impacts to, protected trees is required in the form of on- or off-site replanting on an inch-for-inch basis, payment of in-lieu fees, preservation credit, or a combination of these. At the discretion of the public works director, trees in poor condition that pose a danger to public safety require only a single replacement tree.

A survey of all trees located within the planted median areas of the project site with a diameter-at-breast-height (dbh) of six inches or greater will be conducted. The tree survey will be conducted by International Society of Arboriculture Certified Arborist(s). A report will be prepared to document the methods and results of the tree survey. The location of each tree will be recorded with a sub-meter accurate global positioning system (GPS) or equivalent and each tree will be tagged with an aluminum tree tag. The diameter of each tree will be measured using a forester's diameter tape measure. For multi-trunked trees, the diameter of each trunk will be measured. Each tree will also be evaluated for vigor and assigned a category ranging from poor (likely to die within five years) to fair (dead branches, burns, rots, insects, etc.; but will survive more than five years) to excellent. Comments such

as number of trunks, irregularities, scars or other growth characteristics or vigor indicators will be recorded for each tree. The height and dripline radius (or extent of canopy) of the trees will be visually estimated. The tree survey report will include a graphic depicting the location of all trees on the site. Trees protected under the City of Rancho Cordova Tree Ordinance (City Code Article 19.12) will be identified on the graphic. Trees rooted on adjacent properties will not be inventoried, tagged, or assessed. Upon completion of the tree survey, a brief letter report will be prepared. Standard tree protection methods for avoided trees adjacent to the project footprint will also be included in the report. A draft of the report will be provided to the Client for review and comment. Upon receipt of Client comments (if provided), a final arborist report will be prepared in PDF format and provided to the Client.

DELIVERABLES:

- *Draft Arborist Report (PDF Format)*
- *Final Arborist Report (PDF Format)*

Subtask 4.5. California Environmental Quality Act (CEQA) Categorical Exemption (CE)

The proposed project requires discretionary action by the City (acting as CEQA Lead Agency) subjecting the action to CEQA. Our preliminary assessment of the proposed project suggests that the Project may be suitable for CEQA processing under one (or more) of the following CEs per the CEQA Guidelines:

- *Section 15301 (Class 1) – Existing Facilities*
- *Section 15302 (Class 2) – Replacement or Reconstruction*
- *Section 15304 (Class 4) – Minor Alterations to Land*

The CE will include a project description as well as supporting qualitative information and geospatial data.

A draft of the Notice of Exemption (NOE) form will be prepared and submitted to the City for review and comment. Following receipt of written comments from the City, a final NOE for approval by the Lead Agency's decision-making body for this Project (Planning Commission or City Council) will be prepared. The 30-day statute of limitations will begin following submittal of the NOE by the City to the Sacramento County Clerk.

DELIVERABLES:

- *Draft NOE with supporting technical information (PDF Format)*
- *Final NOE with supporting technical information (PDF Format)*

Subtask 4.6. Public Outreach and Engagement

BEN|EN understands community outreach and face-to-face communication with the impacted property owners is critical and obtaining the necessary property rights on time is vital to the project's success. BEN|EN will work with City staff to explain the project improvements to the businesses and residents.

BEN|EN will provide strategic advice, project materials, and exhibits, coordinate with the project team, and attend public meetings as needed in support of City staff. Assume two (2) public informational meetings. Outreach support will include coordination of appropriate public outreach and project informational meetings regarding the design of the project.

DELIVERABLES:

- Concept-Level Plans and Visual Aids
- Exhibits for outreach

TASK 5. Final Plans, Specifications, and Estimate Documents**Subtask 5.1. 60% Plans, Specifications, and Estimate**

BEN|EN will prepare and submit Plans, Specifications and Estimates to the City for review and comment. This submittal will include a complete set of construction drawings including but not limited to the following:

- *Title Sheet - 1*
- *General Notes - 1*
- *Survey Control Sheet/ Key Sheet - 1*
- *Typical Cross Sections - 1*
- *Roadway Layouts - 14 (scale 1"=20')*
- *Construction Details – 4*
- *Storm Drain Plan and Profile – 2*
- *Storm Drain Plan and Profile (Optional CP22-2223) - 1*
- *Signage and Striping – 7 (scale 1"-40')*
- *Irrigation and Landscape Plans - 14*
- *Detailed Construction Cost Estimate*

Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary.

DELIVERABLES:

- *PDF Plans Specifications and Estimate at the 60% level*

Subtask 5.2. 90% Plans, Specifications, and Estimate

BEN|EN will prepare and submit 90% plans, specifications and estimates to the City for review and comment. Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary.

DELIVERABLES:

- *PDF copy and one full size set and three (3) 11 x 17 sets of the plans, specifications and estimate at the 90% level*

Subtask 5.3. Final Plans, Specifications, and Estimate

Prepare and submit plans, specifications and estimates to the City for final review. Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary. Upon verification of all comments incorporated into the final submittal, BEN|EN will provide a PS&E stamped copy. Additional revisions to final PS&E set will be done as part of an amendment if required at this phase of the project.

DELIVERABLES:

- *One full size set of the plans, specifications and estimate at the final level*
- *One full size stamped set of plans, specifications, and estimate. A PDF copy of the plans, specifications, and cost estimate*

TASK 6. Bidding and Construction Assistance**Subtask 6.1. Bidding Assistance**

BEN|EN will draft responses to bidder inquiries during the bidding process for City review and distribution to all bidders. Our team assumes responding to four (4) bidder inquiries.

Subtask 6.2. Construction Assistance

BEN|EN will attend the pre-construction meeting and will assist the City staff to review any RFI and change order requests. BEN|EN will also perform field reviews during construction as requested by the City. Our team assumes responding to three (3) field visits and six (6) RFI's.

Subtask 6.3. Record Drawings

Upon completion of construction, BEN|EN will provide Record Drawing and an Electronic file submittal in accordance to the City of Rancho Cordova Specifications for Digital Submission of Civil Engineering Plans (version 1.4).

TASK 7. Grant Application Support (Optional)**Subtask 7.1. Grant Application Support (Optional)**

BEN|EN will work with the city to identify potential grant applications to pursue construction funding for this project. Once our team has completed preliminary engineering and design concepts, we will be in a better position to help support in grant applications. We will prepare a draft application in accordance with the guidelines and grant application requirements for City review, including required exhibits and cost estimates. We will incorporate City comments and prepare the final application for City submittal.

DELIVERABLES:

- *Draft grant applications for City review, Final grant application for City submittal*

EXHIBIT B
COMPENSATION SCHEDULE

Fee Estimate

ITEM 9.3.

Client: City of Rancho Cordova

Consultant: Bennett Engineering Services Inc

Project: Sunrise Boulevard Rehabilitation Project - Phase 2

Date: 05/12/2022

ATTACHMENT 2, EXHIBIT B

ATTACHMENT 2



Fee Estimate	Principal Engineer 280 \$/hr		Project Manager IV 221 \$/hr		Engineer III 194 \$/hr		Engineer II 176 \$/hr		Engineer I 161 \$/hr		Designer III 175 \$/hr		Administrative 95 \$/hr		BEN EN Subtotal		MISC. EXPENSES	Geocon	Unico	Helix	Bess Test Lab	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		Contract	Contract	Contract	Contract	
Task 1 Project Management																						
1.1. Meetings and Field Reviews	8 hrs	\$2,240	60 hrs	\$13,260	24 hrs	\$4,656	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	92 hrs	\$20,156	\$200	\$0	\$0	\$0	\$0	\$20,356
1.2. Project Schedule	hrs	\$0	20 hrs	\$4,420	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	20 hrs	\$4,420	\$0	\$0	\$0	\$0	\$0	\$4,420
1.3. Agency Coordination	8 hrs	\$2,240	20 hrs	\$4,420	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	28 hrs	\$6,660	\$100	\$0	\$0	\$0	\$0	\$6,760
1.4. Monthly Invoices and Status Reports	hrs	\$0	24 hrs	\$5,304	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	24 hrs	\$2,280	48 hrs	\$7,584	\$3,000	\$0	\$0	\$0	\$0	\$10,584
1.5. Quality Control	8 hrs	\$2,240	24 hrs	\$5,304	60 hrs	\$11,640	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	92 hrs	\$19,184	\$0	\$0	\$0	\$0	\$0	\$19,184
Subtotal	24 hrs	\$6,720	148 hrs	\$32,708	84 hrs	\$16,296	hrs	\$0	hrs	\$0	hrs	\$0	24 hrs	\$2,280	280 hrs	\$58,004	\$3,300	\$0	\$0	\$0	\$0	\$61,304
Task 2 Topographic Surveying and Mapping																						
2.1. LIDAR Mapping	hrs	\$0	2 hrs	\$442	6 hrs	\$1,164	hrs	\$0	hrs	\$0	16 hrs	\$2,800	hrs	\$0	24 hrs	\$4,406	\$0	\$0	\$33,762	\$0	\$0	\$38,168
2.2. Conventional Topographic Surveying and Mapping	hrs	\$0	2 hrs	\$442	4 hrs	\$776	hrs	\$0	hrs	\$0	4 hrs	\$700	hrs	\$0	10 hrs	\$1,918	\$0	\$0	\$27,660	\$0	\$0	\$29,578
2.3. Right of Way Surveys	hrs	\$0	hrs	\$0	2 hrs	\$388	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	2 hrs	\$388	\$0	\$0	\$24,306	\$0	\$0	\$24,694
Subtotal	hrs	\$0	4 hrs	\$884	12 hrs	\$2,328	hrs	\$0	hrs	\$0	20 hrs	\$3,500	hrs	\$0	36 hrs	\$6,712	\$0	\$0	\$85,728	\$0	\$0	\$92,440
Task 3 Utility Coordination																						
3.1. Utility Verification and Coordination with Owners	hrs	\$0	12 hrs	\$2,652	16 hrs	\$3,104	36 hrs	\$6,336	28 hrs	\$4,508	hrs	\$0	hrs	\$0	92 hrs	\$16,600	\$150	\$0	\$0	\$0	\$0	\$16,750
3.2. Utility Impact Resolution and Potholing	hrs	\$0	20 hrs	\$4,420	40 hrs	\$7,760	24 hrs	\$4,224	24 hrs	\$3,864	hrs	\$0	hrs	\$0	108 hrs	\$20,268	\$100	\$0	\$0	\$0	\$39,969	\$60,337
3.3. Utility Adjustment/Relocation Coordination	hrs	\$0	4 hrs	\$884	12 hrs	\$2,328	16 hrs	\$2,816	16 hrs	\$2,576	hrs	\$0	hrs	\$0	48 hrs	\$8,604	\$0	\$0	\$0	\$0	\$0	\$8,604
3.4. Additional Potholes (Optional)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	hrs	\$0	36 hrs	\$7,956	68 hrs	\$13,192	76 hrs	\$13,376	68 hrs	\$10,948	hrs	\$0	hrs	\$0	248 hrs	\$45,472	\$250	\$0	\$0	\$0	\$39,969	\$85,691
Task 4 Preliminary Engineering																						
4.1. Preliminary Engineering	4 hrs	\$1,120	24 hrs	\$5,304	56 hrs	\$10,864	hrs	\$0	40 hrs	\$6,440	16 hrs	\$2,800	hrs	\$0	140 hrs	\$26,528	\$200	\$0	\$0	\$0	\$0	\$26,728
4.2. Pavement Evaluation and Recommendations	hrs	\$0	4 hrs	\$884	12 hrs	\$2,328	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	16 hrs	\$3,212	\$100	\$28,750	\$0	\$0	\$0	\$32,062
4.3. Preliminary Landscape Design	hrs	\$0	4 hrs	\$884	4 hrs	\$776	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	8 hrs	\$1,660	\$0	\$0	\$0	\$5,649	\$0	\$7,309
4.4. Arborist Report	hrs	\$0	2 hrs	\$442	6 hrs	\$1,164	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	8 hrs	\$1,606	\$0	\$0	\$0	\$7,188	\$0	\$8,794
4.5. CEQA Categorical Exemption (CE)	hrs	\$0	2 hrs	\$442	8 hrs	\$1,552	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	10 hrs	\$1,994	\$0	\$0	\$0	\$4,198	\$0	\$6,192
4.6. Public Outreach and Engagement	4 hrs	\$1,120	50 hrs	\$11,050	40 hrs	\$7,760	hrs	\$0	32 hrs	\$5,152	hrs	\$0	100 hrs	\$9,500	226 hrs	\$34,582	\$1,500	\$0	\$0	\$0	\$0	\$36,082
Subtotal	8 hrs	\$2,240	86 hrs	\$19,006	126 hrs	\$24,444	hrs	\$0	72 hrs	\$11,592	16 hrs	\$2,800	100 hrs	\$9,500	408 hrs	\$69,582	\$1,800	\$28,750	\$0	\$17,035	\$0	\$117,167
Task 5 Final Plans, Specifications, and Estimate Documents																						
5.1. 60% Plans, Specifications, and Estimate	8 hrs	\$2,240	60 hrs	\$13,260	160 hrs	\$31,040	120 hrs	\$21,120	128 hrs	\$20,608	100 hrs	\$17,500	hrs	\$0	576 hrs	\$105,768	\$200	\$0	\$0	\$23,236	\$0	\$129,204
5.1(a) CP22-2223 Drainage (Optional)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.2. 90% Plans, Specifications, and Estimate	8 hrs	\$2,240	60 hrs	\$13,260	100 hrs	\$19,400	80 hrs	\$14,080	80 hrs	\$12,880	80 hrs	\$14,000	hrs	\$0	408 hrs	\$75,860	\$150	\$0	\$0	\$11,621	\$0	\$87,631
5.3. 100% and Final Plans, Specifications, and Estimate	4 hrs	\$1,120	40 hrs	\$8,840	56 hrs	\$10,864	60 hrs	\$10,560	56 hrs	\$9,016	32 hrs	\$5,600	hrs	\$0	248 hrs	\$46,000	\$100	\$0	\$0	\$3,870	\$0	\$49,970
Subtotal	20 hrs	\$5,600	160 hrs	\$35,360	316 hrs	\$61,304	260 hrs	\$45,760	264 hrs	\$42,504	212 hrs	\$37,100	hrs	\$0	1232 hrs	\$227,628	\$450	\$0	\$0	\$38,727	\$0	\$266,805
Task 6 Bidding and Construction Assistance																						
6.1. Bidding Assistance	hrs	\$0	4 hrs	\$884	8 hrs	\$1,552	hrs	\$0	hrs	\$0	8 hrs	\$1,400	hrs	\$0	20 hrs	\$3,836	\$0	\$0	\$0	\$811	\$0	\$4,647
6.2. Construction Assistance	hrs	\$0	24 hrs	\$5,304	48 hrs	\$9,312	hrs	\$0	hrs	\$0	48 hrs	\$8,400	hrs	\$0	120 hrs	\$23,016	\$200	\$0	\$0	\$3,105	\$0	\$26,321
6.3. Record Drawings	hrs	\$0	4 hrs	\$884	8 hrs	\$1,552	16 hrs	\$2,816	hrs	\$0	hrs	\$0	hrs	\$0	28 hrs	\$5,252	\$0	\$0	\$0	\$0	\$0	\$5,252
Subtotal	hrs	\$0	32 hrs	\$7,072	64 hrs	\$12,416	16 hrs	\$2,816	hrs	\$0	56 hrs	\$9,800	hrs	\$0	168 hrs	\$32,104	\$200	\$0	\$0	\$3,916	\$0	\$36,220
Task 7 Grant Application Support (Optional)																						
7.1. Grant Application Support (Optional)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PROJECT TOTAL																						
52 hrs \$14,560 466 hrs \$102,986 670 hrs \$129,980 352 hrs \$61,952 404 hrs \$65,044 304 hrs \$53,200 124 hrs \$11,780 2372 hrs \$439,502 \$6,000 \$28,750 \$85,728 \$59,678 \$39,969 \$659,627																						

OPTIONAL TASKS:

5.1(a) OPTIONAL: CP22-2223 Drainage	hrs	\$0	24 hrs	\$5,304	40 hrs	\$7,760	40 hrs	\$7,040	40 hrs	\$6,440	hrs	\$0	hrs	\$0	144 hrs	\$26,544	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,544																			
3.4 OPTIONAL: Additional Potholing (2 days)	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$27,255	\$0	\$0	\$27,255																			
7.1 OPTIONAL: Grant Writing Assistance	hrs	\$0	20 hrs	\$4,420	40 hrs	\$7,760	32 hrs	\$5,632	12 hrs	\$1,932	hrs	\$0	hrs	\$0	104 hrs	\$19,744	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,744																			
OPTIONAL TASKS TOTAL	hrs	\$0	44 hrs	\$9,724	80 hrs	\$15,520	72 hrs	\$12,672	52 hrs	\$8,372	hrs	\$0	hrs	\$0	248 hrs	\$46,288	\$0	\$0	\$0	\$0	\$27,255	\$0	\$0	\$73,543																			
PROJECT TOTAL with OPTIONAL TASKS																																											
52 hrs		\$14,560		510 hrs		\$112,710		750 hrs		\$145,500		424 hrs		\$74,624		456 hrs		\$73,416		304 hrs		\$53,200		124 hrs		\$11,780		2620 hrs		\$485,790		\$6,000		\$28,750		\$85,728		\$59,678		\$67,224		\$733,170	

Additional Fee Information

- This fee estimate is valid for 90 days from the date show above.
- This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- This fee estimate contains an approximation of the breakdown between labor, expense, and consultants. BEN|EN reserves the rights to distribute funds differently based on project needs.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1st.

INITIALS:

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																								
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. 2 Business name/disregarded entity name, if different from above 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																										
5 Address (number, street, and apt. or suite no.) See instructions. 6 City, state, and ZIP code 7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. Social security number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td> </tr> </table> or Employer identification number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td><td style="width: 5%;"> </td> </tr> </table>																										
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); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 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 for Part II, later.																										
Sign Here Signature of U.S. person ▶ _____ Date ▶ _____																										
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. - Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.																										

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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.

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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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. 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
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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 "Business name/disregarded entity" 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*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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.

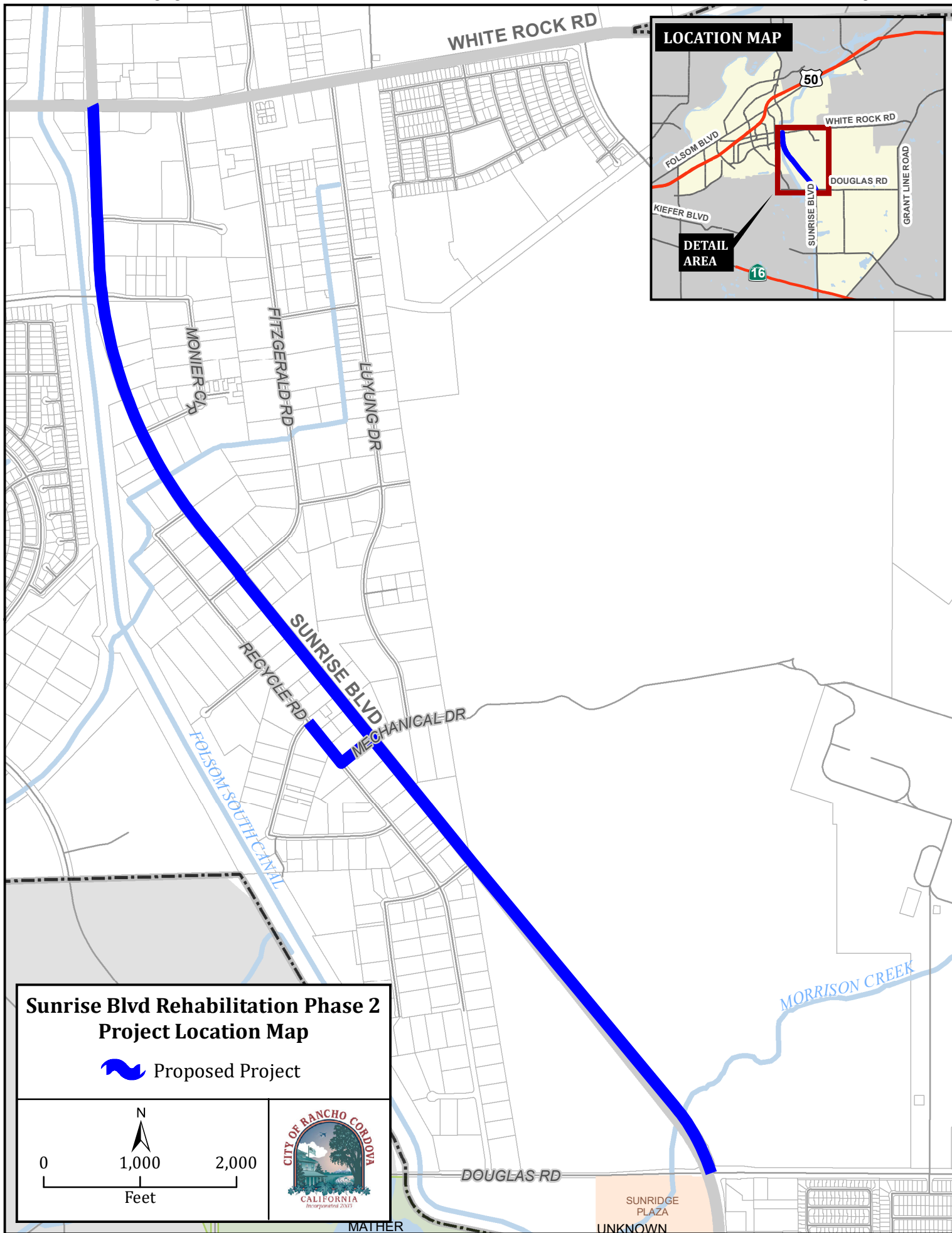
If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

5039343.1



MEMORANDUM



ITEM 9.4.

DATE: June 20, 2022
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Manager
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-84 WITH CLAGGETT WOLFE ASSOCIATES FOR CONSULTING SERVICES FROM JULY 1, 2022 THROUGH JUNE 30, 2024, IN AN AMOUNT NOT TO EXCEED \$200,000**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2022-84 with Claggett Wolfe Associates for small business/development consultation services from July 1, 2022 through June 30, 2024.

BACKGROUND

Since 2016, the Economic Development Department has been partnering with Claggett Wolfe Associates (CWA) to develop the operational framework and tools to support its Business Incentive and Loan programs. The partnership with CWA became instrumental during the COVID- 19 pandemic. The Economic Development team was able to rely on the expertise of CWA to guide and educate Rancho Cordova businesses on available resources during the pandemic. Claggett Wolfe Associates also provided key insight in the development and oversight of the City's Small Business Recovery Grant program.

As we are still navigating the effects of the pandemic, the knowledge and expertise of Claggett Wolfe Associates is vital in the Economic Development department's recovery initiatives. The Economic Development Department will continue its long-standing partnership with Claggett Wolfe Associates through this agreement.

FISCAL IMPACT AND FUNDING SOURCE

Funding for this contract would be provided through the city's Community Enhancement and Investment Fund.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2022-84

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2022-84 WITH CLAGGETT WOLFE ASSOCIATES FOR CONSULTING SERVICES FROM JULY 1, 2022 THROUGH JUNE 30, 2024

WHEREAS, the City of Rancho Cordova wishes to contract with Claggett Wolfe Associates for consulting services from July 1, 2022 through June 30, 2024; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a contract with Claggett Wolfe Associates, Consultant, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND CLAGGETT WOLFE ASSOCIATES**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Claggett Wolfe Associates a California Corporation ("Professional") as of July 1, 2022

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2024, 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 \$200,000 (two hundred thousand dollars), not to exceed \$100,000 (one hundred thousand) per calendar year, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit 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

Last Revised January 2022

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

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

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

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

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

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

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

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

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

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed One Thousand (\$1,000.00). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile

liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

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

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

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

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

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

4.4 All Policies Requirements.

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

- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.5 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.
- 4.4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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

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- 5.3 **Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with

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any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the 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.

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Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

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- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

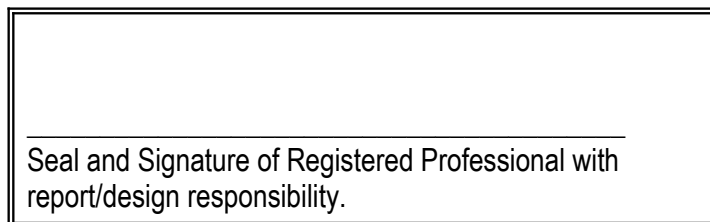
- 10.8 **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Amanda Norton ("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:
Chuck Wolfe, President
Claggett Wolfe Associates
3108 Sunshine Meadow Lane
Auburn, CA 95602
cwolfe@claggettwolfe.com

Any written notice to City shall be sent to:
Amanda Norton
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
anorton@cityofranhocordova.org

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



10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit 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.

ITEM 9.4.

ATTACHMENT 2
CONTRACT NO.: 2022-84

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

Chuck Wolfe, President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A**SCOPE OF SERVICES****Activity 1:**

Clarify Program Objectives, Performance Metrics, Timelines and Risk Tolerances.

Deliverables: No direct deliverables, information gathered from this activity will be used to complete applications and recommend programmatic edits.

Activity 2:

Develop pre-application forms and packaging checklists

Deliverables: Draft and final pre-application forms and review/scoring worksheets for each program.

Activity 3:

Develop application forms and packaging checklists

Deliverables: draft and final application forms and checklists for each program.

Activity 4:

Develop underwriting guidelines and credit/grant memorandum templates

Deliverables: Draft and final underwriting guidelines, credit/grant memorandum templates and loan committee scoring worksheets.

Activity 5:

Prepare Loan monitoring worksheets and reports

Deliverables: Draft and final worksheets and reports.

Activity 6:

Supplemental Support

Claggett Wolfe will provide supplemental support as approved by the City in writing on a time and expense basis in accordance with the hourly rates included in the proposal. This work will include all underwriting activities for program applicants.

Activity 7: Business Consulting Services

Consultant shall provide the City of Rancho Cordova and the businesses within the City, professional business advice. Consultant shall also guide and educate businesses on available resources during the COVID-19 crisis.

Business Consultant will work with City staff to:

- Perform ongoing research and education for City staff regarding the available programs at the state and federal level, and changes to existing ones.
- Perform ongoing research and education for City staff regarding COVID-19 response programs that are being offered by other jurisdictions

ITEM 9.4.

ATTACHMENT 2 CONTRACT NO.: 2022-84

- Create content for City staff to provide to businesses regarding specific steps to take and resources they should take advantage of to survive the economic crisis.

City Staff will refer businesses to the Business Consultant so that they may assist in the following ways:

- Identify local lenders who are accepting SBA guaranteed PPP loan applications including, but not limited, to minimum amounts, industries served, any additional documentation required, credit criteria, etc. This effort would include other disaster related financing and support such as the increased allocation of Community Development Block Grant funding that the City will receive under the CARES Act.
- Identify California State programs that may be available to businesses.
- Provide individualized telephone and video conference coaching support to:
 - Assess businesses' status and provide potential options for businesses to consider implementing.
 - Provide information on minimum requirements and documentation required to apply for funding from federal, state, local, and/or alternative sources.
 - Identify any applicable federal, state, local, and/or alternative funding sources that may be available for businesses.
 - Coordinate with other local providers (e.g., Small Business Development Center, Service Corps of Retired Executives, Sacramento Employment and Training Agency, Better Business Bureau) to identify other near-term and long-term assistance that may help the business through the COVID-19 crisis.
 - Sharing best practices and case studies relevant to the businesses' specific experience

EXHIBIT B

COMPENSATION SCHEDULE

Hourly billing for work completed:

- Chuck Wolfe: \$205/hour
- Analyst: \$105/hour
- Sr. Analyst: \$125/hour

Form (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)

| 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| 6 City, state, and ZIP code |
| 7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here

Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.
Purpose of Form
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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 payee 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code, earlier.

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

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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 made in settlement of payment card and third party network transactions, 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), ABL accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. 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
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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 "Business name/disregarded entity" 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*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

MEMORANDUM



ITEM 9.5.

DATE: June 20, 2022

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 56-2019-1 WITH HARRIS & ASSOCIATES TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2022, TO JUNE 30, 2024, WHICH RESULTS IN AN INCREASE TO THE CONTRACT AMOUNT FROM \$100,000 TO AN AMOUNT NOT TO EXCEED \$200,000 FOR ON-CALL STORMWATER FINANCE SUPPORT SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract Amendment No. 56-2019-1 to extend the contract term from June 30, 2022, to June 30, 2024, which results in an increase to the contract amount from \$100,000 to \$200,000, for the provision of on-call stormwater finance support services by Harris & Associates.

BACKGROUND

The work conducted under this contract includes special tax consulting, Drainage Impact Fee Program studies and implementation support, technical analysis, and other stormwater finance support services.

In July 2019, City Council approved Contract No. 56-2019 in the amount of \$100,000 with Harris and Associates for on-call stormwater finance support services over a three-year contract term. Harris & Associates has provided an excellent performance record and an effective understanding of the city's desired level of service. The City is seeking to execute a contract amendment with Harris & Associates to extend the contract term from June 30, 2022, to June 30, 2024, which results in an increase to the contract amount from \$100,000 to an amount not to exceed \$200,000. The time extension and cost increase are necessary to provide ongoing stormwater finance support services and assist with the implementation of the Drainage Impact Fee Program.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the contract will be from the City's Stormwater Utility Fund. There is no impact to the general fund.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 56-2019-1 WITH HARRIS & ASSOCIATES TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2022, TO JUNE 30, 2024, WHICH RESULTS IN AN INCREASE TO THE CONTRACT AMOUNT FROM \$100,000 TO AN AMOUNT NOT TO EXCEED \$200,000 FOR ON-CALL STORMWATER FINANCE SUPPORT SERVICES

WHEREAS, the City entered into Contract No. 56-2019 with Harris & Associates in July 2019 in the amount of \$100,000 to provide on-call stormwater finance support services; and

WHEREAS, the scope of work includes special tax consulting, Drainage Impact Fee Program studies and implementation support, technical analysis; and

WHEREAS, Harris & Associates has provided an excellent performance record and an effective understanding of the city's desired level of service; and

WHEREAS, the City wishes to extend the contract term from June 30, 2022 to June 30, 2024; and

WHEREAS, the City wishes to increase the maximum compensation amount from \$100,000 to an amount not to exceed \$200,000; and

WHEREAS, the amount exceeds the maximum amount that the City Manager has authorization to approve; and

WHEREAS, the contract will be funded through the City's Stormwater Utility Fund; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 56-2019-1 with Harris & Associates in a form approved by the City Attorney to increase the contract amount from \$100,000 to an amount not to exceed \$200,000 and to extend the contract term from June 30, 2022 to June 30, 2024 for on-call stormwater finance support services.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.5.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

MEMORANDUM



ITEM 9.6.

DATE: June 20, 2022

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Steve Harriman, Public Works Division Manager

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 211-2018-2 WITH ROSS CAMPBELL, INC. FOR PUBLIC EDUCATION AND OUTREACH SERVICES TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2022, TO JUNE 30, 2024, WHICH RESULTS IN AN INCREASE TO THE CONTRACT AMOUNT FROM \$221,919 TO AN AMOUNT NOT TO EXCEED \$387,619**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute contract amendment no. 211-2018-2 with Ross Campbell, Inc. to extend the contract term from June 30, 2022, to June 30, 2024, which results in an increase to the contract amount from \$221,919 to an amount not to exceed \$387,619.

BACKGROUND

The City has successfully applied for a variety of grants issued by the California Department of Resources Recycling and Recovery (CalRecycle) for public education and outreach services. Specifically, the City has been awarded grants to implement public education campaigns on the proper disposal and recycling of household hazardous wastes, used oil and filters, and beverage containers. The campaigns for used oil and filters, and beverage containers are typically regional programs with participation from other jurisdictions in Sacramento County. The campaigns are managed and implemented by Ross Campbell and contribute to a clean and healthy community by educating residents on safe and responsible waste disposal and recycling practices.

FISCAL IMPACT AND FUNDING SOURCE

The proposed amendment is funded by CalRecycle grants and has no fiscal impact to the General Fund.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment 211-2018-2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 211-2018-2 WITH ROSS CAMPBELL INC. TO EXTEND THE CONTRACT TERM FROM JUNE 30, 2022, TO JUNE 30, 2024, WHICH RESULTS IN AN INCREASE TO THE CONTRACT AMOUNT FROM \$221,919 TO AN AMOUNT NOT TO EXCEED \$387,619 FOR PUBLIC EDUCATION AND OUTREACH SERVICES

WHEREAS, the Parties entered into a Professional Services Agreement (“PSA”) dated November 15, 2018 for the purpose of providing Public Education and Outreach Services to support the City’s household hazardous waste, used oil collection, and beverage container recycling programs; and

WHEREAS, the Parties executed the first amendment on July 6, 2020, which extended the contract term from December 31, 2019 to June 30, 2022 and increased the budget from \$72,249 to \$221,919; and

WHEREAS, the Parties wish to extend the contract term through June 30, 2024, which results in an increase to the contract amount from \$221,919 to \$387,619; and

WHEREAS, this second Amendment will allow Ross Campbell to continue to implement public education and outreach campaigns funded by CalRecycle grants; and

WHEREAS, the Parties agree that changes to the term and services provided for in the PSA are necessary in order for the City to continue receiving services from professionals; and

WHEREAS, the contract does not impact the general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 211-2018-2 with Ross Campbell Inc. to extend the contract term from June 30, 2022 to June 30, 2024, and increase the contract amount from \$221,919 to an amount not to exceed \$387,619, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.6.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND ROSS CAMPBELL, INC.**

This Second Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Ross Campbell, Inc. ("Professional") as of July 1, 2022. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated November 15, 2018 for the purpose of providing Public Education and Outreach Services to support the City's household hazardous waste, used oil collection, and beverage container recycling programs; and

WHEREAS, the Parties executed the first amendment on July 6, 2020, which extended the contract term from December 31, 2019 to June 30, 2022 and increased the budget from \$72,249 to \$221,919; and

WHEREAS, the Parties wish to extend the contract term through June 30, 2024, which results in an increase to the contract amount from \$221,919 to \$387,619; and

WHEREAS, this second Amendment will allow Ross Campbell to continue to implement public education and outreach campaigns funded by CalRecycle grants; and

WHEREAS, the Parties agree that changes to the term and services provided for in the PSA are necessary in order for the City to continue receiving services by Professional.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from June 30, 2022, to June 30, 2024. The first sentence of Section 1.1 of the PSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2024, and 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 in Section 8."

2. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$221,919. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed Three Hundred and Eighty-Seven Thousand and Six Hundred and Nineteen Dollars (\$387,619), notwithstanding any contrary indication that may be contained in Professional's

proposal, for services to be performed and reimbursable costs incurred under this Agreement.”

3. The document entitled “Scope of Work,” attached hereto as **Exhibit A**, shall replace, and supersede the PSA's **Exhibit A**.
4. The document entitled “Compensation Schedule,” attached hereto as **Exhibit B**, shall replace, and supersede the PSA's **Exhibit B**.
5. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
6. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.
7. **Contract Administration**. This Agreement shall be administered by Steve Harriman ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Notices. Any written notice to Professional shall be sent to:

Shawn Campbell, Ross Campbell, Inc.

1912 F Street, Suite 100

Sacramento, CA 95811

Shawn@Ross-Campbell.com

Any written notice to City shall be sent to:

Steve Harriman, Operations and Maintenance Division Manager

2729 Prospect Park Drive

Rancho Cordova, CA 95670

Sharriman@cityofranhocordova.org

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Shawn Campbell, Principal

Date:_____

Date:_____

Attest:

Stacy Leitner, CMC, City Clerk

Date:_____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date:_____



Exhibit A

Scope of Work

Task 1: HHW Outreach Campaigns

SCOPE OF WORK

Ross-Campbell will design and implement HHW outreach campaigns for the City of Rancho Cordova. The primary focus of the campaigns will be to inform Rancho Cordova residents of the four available permanent collection sites for HHW and increase usage of those sites: The Kiefer Landfill, The North Area Recovery Station (NARS), the Sacramento Recycling and Transfer Station, and the Special Waste Collection Center in Elk Grove. In order to reach the largest possible number of residents, we will implement several different outreach methods that will mutually reinforce each other yet be tailored to effectively reach the city's diverse population. The campaigns will target both single- and multi-family residences in the city. Ross-Campbell will draft copy / text for all outreach materials and provide to the city for review. Upon review and final approval of the copy, Ross-Campbell will then be responsible for all graphic design and artwork production according to the city's graphic standards. Upon completion of the artwork and other outreach materials, everything will be submitted to both the city and CalRecycle for final approval. Upon these approvals, materials will be printed / placed / distributed as appropriate. Tasks may include door hangers, direct mail, bill inserts, newspaper advertisements, digital media, social media, e-newsletters, and free media. Other tasks that Ross-Campbell will provide include the writing and submittal of progress and final reports to CalRecycle, the preparation and submittal of payment requests to CalRecycle, and other tasks related to grant administration.

Schedule

Outreach activities are scheduled to take place periodically from July 2022 through June 2024.

HHW Budget

Project Management	135 hrs. @ \$95/hr.	\$12825.
Copywriting	15 hrs. @ \$95/hr.	\$1425.
Design / Layout	85 hrs. @ \$95/hr.	\$8075.
Printing	flat	\$31400.
Distribution	flat	\$32700.
Media Placement	flat	<u>\$34075.</u>
Total:		\$120,500.



Task 2: Regional Used Oil and Filter Recycling Campaigns

SCOPE OF WORK

For services and media placement related to the implementation of the 2023 and 2024 Regional Used Oil and Filter Recycling Campaigns for the City of Rancho Cordova. Campaigns will take place during June-August of each year.

Regional Used Oil / Filter / Oil Change Interval Outreach Campaign

Task 1: Broadcast Television

Placement of :30 and :15 TV spots focusing on recycling used oil and filters and extended oil change intervals. Spots will be placed on TV stations that reach City of Rancho Cordova residents, including KCRA 3 (NBC), KXTV 10 (ABC), KOVR 13 (CBS), KTXL 40 (FOX), KMAX 31 (CW), KUVS 19 (Univision), and/or KTFK 64 (Unimas). Stations will be chosen based on their efficiency and ability to reach the target audiences.

Task 2: Cable Television

Placement of :30 and :15 spots focusing on recycling used oil and filters and extended oil change intervals. Spots will be placed on networks in Comcast Cable's City of Rancho Cordova zones as well as satellite TV and multicultural channel "Crossings" TV which targets audiences that speak Hmong, Tagalog, and Chinese. Cable networks stations will be chosen based on their efficiency ability to reach the target audiences.

Task 3: Social Media

Conduct an extensive Social Media campaign to specifically target the residents of the City of Rancho Cordova who engage on Facebook, Instagram, Twitter and YouTube. During the campaign's flight, the Social Media effort will use sophisticated targeting tools to reach residents most likely to be motivated by the messages.

Task 4: Campaign Website

The Campaign's website - www.RecycleUsedOil.com - will include links to City of Rancho Cordova information, oil change interval facts, a link to CalRecycle's "Check Your Number" website, HD streaming of the Campaign's TV spots, and more. The Campaign's website will be included on all outreach activities.



*City of Rancho Cordova
2023 and 2024 Regional Used Oil Campaigns
Scope of Work
Page 2 of 2*

Task 5: Campaign Evaluation

We will conduct an online survey that will include target audience members from the City of Rancho Cordova to obtain quantitative data about the Campaign and used oil recycling / oil changing habits. The survey will be conducted at the conclusion of Campaign activities, and results will be included in the Final Summary.

Task 6: Campaign Updates and Final Summary

We will provide the City of Rancho Cordova with monthly Campaign updates, and a Final Summary of all activities will be submitted at the end of each campaign.

2023 Budget:	\$20,100.00
2024 Budget:	<u>\$20,100.00</u>
Used Oil Grand Total:	\$40,200.00



Task 3: Regional Holiday CRV Recycling Campaigns

SCOPE OF WORK

For services and media placement related to the implementation of the Regional Recycling Group's annual Holiday CRV Recycling Campaign for the City of Rancho Cordova. Each campaign will be broken into five separate phases that will be conducted during five holiday periods throughout the year: Christmas, New Year's, Super Bowl, Memorial Day, and 4th of July.

RRG Holiday CRV Recycling Campaign

Task 1: Social Media

Conduct an extensive social media campaign to specifically target the residents of the City of Rancho Cordova who engage on Facebook, Instagram, Twitter, YouTube, Snapchat, Pinterest, and/or TikTok. Five different :15 spots encouraging CRV can and bottle recycling have been created for the campaign, each focusing on the specific holiday period. Throughout the campaign's flight, the social media effort will use sophisticated targeting tools to reach residents most likely to be motivated by the messages.

Task 6: Campaign Website

The Campaign's website - www.HolidayRecycling.com - will include links to City of Rancho Cordova recycling information, can and bottle facts, HD streaming of the Campaign's TV spots, and more.

Task 7: Campaign Updates

We will provide the City of Rancho Cordova with regular updates during the campaign periods.

	2022-2023 Budget:	\$2,500.00
	2023-2024 Budget:	<u>\$2,500.00</u>
	CRV Grand Total:	\$5,000.00
Totals:	Task 1 HHW:	\$120,500.00
	Task 2 Used Oil:	\$40,200.00
	Task 3 Holiday CRV:	<u>\$5,000.00</u>
	Grand total:	\$165,700.00
Previous Contract Amount		\$221,919.
New Contract Amount		\$387,619.

Exhibit B
City of Rancho Cordova
Ross-Campbell, Inc.
Fee Schedule

Project Directors	\$95/hr.
Senior/Professional Staff	\$85/hr.
Copywriting/Editing	\$95/hr.
Art Director/Graphic Design	\$95/hr.
Illustration	\$125/hr.
Electronic Arts/Web Design	\$95/hr.
Administrative	\$35/hr.
Subcontractors	Cost + 15%

MEMORANDUM



ITEM 9.7.

DATE: June 20, 2022
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE LAND EXCHANGE AGREEMENTS WITH THE LOS RIOS COMMUNITY COLLEGE DISTRICT, AND BALBIR SINGH OJLA AND MOHAN K. OJLA, AND DECLARING CITY PROPERTY AS EXEMPT SURPLUS LAND PURSUANT TO THE CALIFORNIA SURPLUS LAND ACT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the City Manager to proceed with the execution of the Land Exchange Agreements, and other required documents, with the Los Rios Community College District (LRCCD) and Balbir Singh Ojla and Mohan K. Ojla (Ojlas) for the properties located at 10275 Dawes St and 10275 Folsom Blvd.

BACKGROUND

The City Acquired the properties located at 10275 Dawes St, APN 076-0212-021, and 10275 Folsom Blvd, APN 076-0212-020, in June 2021. At the time the City had no specific plans to develop the parcels.

Following the acquisition, City staff had further conversations with LRCCD on their Phase 2 Rancho Cordova Campus expansion and parking needs. LRCCD had existing plans to build out their Phase 2 parking lot on the remaining vacant portion of their existing parking lot parcel that fronts Folsom Blvd, APN 076-0212-022. In keeping with the vision of the Folsom Blvd Specific Plan of a revitalized corridor with distinct hubs of unique and identifiable community gathering places, the City desires to maintain frontage of Folsom Blvd for more pedestrian oriented and commercial uses. City staff worked with LRCCD to consider a land exchange where the City would exchange 10275 Dawes, APN 076-0212-021 for LRCCD's remaining vacant piece of land fronting Folsom Blvd. LRCCD would be able to expand its parking lot on property adjacent to its existing parking lot and allow the City to promote better uses along Folsom Blvd. The resolution attached to this item will permit that land exchange to take place.

As a condition for LRCCD to exchange it's vacant parcel for the City's land, the City's parcel

needs to remove an access easement owned by the Ojla family (the owners of Rosie's Country Kitchen). City staff have worked with the Ojla family to Quitclaim the access easement in exchange for the City's parcel at 10275 Folsom Blvd, APN 076-0212-020. This will allow the Ojlas to maintain access from Dawes to the Rosie's Country Kitchen restaurant. The resolution attached to this item will also permit this land exchange to take place.

The parcel the City will receive from LRCDD is within the Folsom Boulevard Specific Plan as part of the Mather Mills Opportunity Site with the greatest potential for new development and redevelopment for a compact, urban and walkable environment. Although no specified use is projected for the site at this time, the Property's location with frontage along Folsom Blvd is ideal for development and makes it a good candidate for multiple State and Federal grant programs around Transit Oriented Development due to its close proximity to the Regional Transit Gold Line Mills Station light rail stop, several local businesses, and the Los Rios Community College Rancho Cordova branch.

SURPLUS LAND ACT

The Surplus Land Act (SLA), Government Code Section 54220, et seq., as amended by Assembly Bill 1486 effective January 1, 2020, requires local public agencies to determine whether land owned by the public agency is "surplus land" or "exempt surplus land," and must send notices of the availability of surplus land to specified parties prior to the conveyance of such land.

The land exchanges being considered here meet the exemptions provided under the California Department of Housing and Community Development (HCD) SLA Guidelines for exchanges or transfers. The exchange for the Ojla's Quitclaim meets the exception for exchanges for property necessary for local agency use. The land exchange with LRCCD meets the exception for transfers of surplus land to another local, state, or federal agency for the transferee agency's use.

Adoption of the resolution will declare the City's properties "exempt surplus". Staff will provide a copy of the resolution to HCD as required at least 30 days prior to disposition of the City's properties. HCD may provide comments or feedback which could require additional action, or if no response is received within 30 days the action will be deemed approved.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The acquisition of property by a public agency is a project as defined by CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3), an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

As noted above, no specified use is currently proposed or being considered for the site by the City. Further, while future development of the site is assumed, the type and intensity of development cannot be determined and it would be speculative to identify the type and level of

development that would ultimately be constructed on site and the potential effects of that development. Pursuant to CEQA Guidelines Section 15145, if an impact is too speculative for evaluation the agency not required to, nor should it, engage in speculation and should terminate the discussion. It should be noted that, at such time as development is proposed for the site, a project-level analysis can and will be prepared to disclose potential environmental impacts of that development. However, because the current action would only result in the change of ownership of the property and no physical changes would occur on the site that could result in physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3).

FISCAL IMPACT AND FUNDING SOURCE

There will be minimal escrow charges to execute the Land Exchange Agreements of approximately \$10,000. Ongoing maintenance of the new City property will be consistent with the costs of maintaining the City's current properties that will be exchanged.

ATTACHMENT(S)

1. Resolution
2. Land Exchange Agreement with Los Rios Community College District
3. Land Exchange Agreement with Balbir Singh Ojla and Mohan K Ojla
4. CEQA Notice of Exemption

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE LAND EXCHANGE AGREEMENTS WITH THE LOS RIOS COMMUNITY COLLEGE DISTRICT, AND BALBIR SINGH OJLA AND MOHAN K. OJLA, AND DECLARING CITY PROPERTY AS EXEMPT SURPLUS LAND PURSUANT TO THE CALIFORNIA SURPLUS LAND ACT

WHEREAS, the City of Rancho Cordova ("City") is the owner of the properties at 10275 Folsom Boulevard and 10275 Dawes Street ("City Properties"), located near the Mills Station light rail station; and

WHEREAS, the Los Rios Community College District ("District") is the owner of the vacant, unused portion of the property at 2815 Paseo Drive, the vacant portion of APN 076-0212-022 ("District Property"), located adjacent to the City Properties; and

WHEREAS, Balbir Singh Ojla and Mohan K. Ojla (the "Ojlas") are the owners of the property at 10273 Folsom Boulevard, located adjacent to the City Properties, and an access easement across the City Properties ("Access Easement"); and

WHEREAS, the District is willing to exchange the District Property in exchange for the portion of City property located at 10275 Dawes St, APN 076-0212-021, provided that the City's property is free and clear of the Ojla's Access Easement; and

WHEREAS, the Ojlas are willing to quitclaim their Access Easement in exchange for the portion of City property located at 10275 Folsom Blvd, APN 076-0212-020; and

WHEREAS, the City desires to exchange the City Properties as described above with the District and the Ojlas, and would acquire the District Property for a currently unspecified use; and

WHEREAS, all of the properties being considered for exchange are vacant, underutilized sites; and

WHEREAS, pursuant to California Government Code Section 27281, a resolution or Certificate of Acceptance must be attached to any grant deed conveying an interest in real property to a government agency; and

WHEREAS, the acquisition and lack of identified proposed use of the Property are not inconsistent with the applicable general plan land use designation and zoning and the acquisition of the Property 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 15061 (General Rule Exemption); and

WHEREAS, the Surplus Land Act, Government Code Section 54220, et seq., as amended by Assembly Bill 1486 effective January 1, 2020, provides that local public agencies must determine whether land owned by the public agency is "surplus land" or "exempt surplus land," and must send notices of the availability of surplus land to specified parties prior to the

conveyance of such land; and

WHEREAS, Sections 54221(f)(1)(C) and (D) of the Surplus Land Act provide that “exempt surplus land” include: “(C) Surplus land that a local agency is exchanging for another property necessary for the agency’s use”, and “(D) Surplus land that a local agency is transferring to another local, state, or federal agency for the agency’s use”; and

WHEREAS, the Surplus Land Act Guidelines provide that a local agency which determines that property is exempt from the Surplus Land Act shall support such a determination with written findings and shall provide a copy of the written determination to the California Department of Housing and Community Development at least 30 days prior to disposition; and

WHEREAS, the City Council desires to make certain findings with respect to the exemption of the disposition of the City Properties from the Surplus Land Act pursuant to the exceptions noted above.

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

1. Authorizes the City Manager and/or his designees to execute a Land Exchange Agreement with the Los Rios Community College District for the exchange of the District Property and the City Property at APN 076-0212-021, which Agreement shall be in a form approved by the City Attorney, and to execute such other documents and to take such other actions as necessary to consummate the transaction contemplated by this resolution, including without limitation, the payment of escrow and title costs as required pursuant to the Land Exchange Agreement and the execution of contracts required in connection with any environmental evaluation and/or physical inspection of the District Property.
2. Authorizes the City Manager and/or his designees to execute a Land Exchange Agreement with Balbir Singh Ojla and Mohan K. Ojla, Trustees of the Ojla Family Trust, for the exchange of the Ojla’s Access Easement Quitclaim and the City Property at APN 076-0212-020, which Agreement shall be in a form approved by the City Attorney, and to execute such other documents and to take such other actions as necessary to consummate the transaction contemplated by this resolution, including without limitation, the payment of escrow and title costs as required pursuant to the Land Exchange Agreement and the execution of contracts required in connection with any environmental evaluation and/or physical inspection of the Access Easement Quitclaim.
3. Consents to the execution of a Certificate of Acceptance and the recordation of a grant deed conveying the District Property to the City upon close of escrow for the exchange of property.
4. Finds that the Ojla Access Easement is property necessary for the City’s use, in exchange for the City’s surplus property at APN 076-0212-020, within the meaning of Section 54221(f)(1)(C) of the Surplus Land Act, and the City’s property at APN 076-0212-020 is therefore exempt surplus land.
5. Finds that the City’s property at APN 076-0212-021 to be transferred for the District Property is surplus land that a local agency is transferring to another local, state, or federal agency for the agency’s use within the meaning of Section 54221(f)(1)(D) of the Surplus Land Act, and the City’s property at APN 076-0212-021 is therefore exempt surplus land.
6. Directs the City Manager or his designee to transmit a copy of this resolution to the

ITEM 9.7.

ATTACHMENT 1

California Department of Housing and Community Development, and to transmit such further documents as are necessary for the Department's review of compliance of this transaction with the requirements of the Surplus Land Act.

7. Directs the close of escrow for the land exchanges to the District and the Ojlas shall occur no earlier than thirty days after the submission of this resolution and all accompanying documents to the California Department of Housing and Community Development.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June 2022 by the following vote:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

Recording Requested by
and when Recorded, return to:

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

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

APNs: 076-0204-005, 076-0212-021, 076-0212-022

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("**Agreement**") is entered into as of July __, 2022 (the "**Effective Date**") by and between the City of Rancho Cordova (the "**City**") and the Los Rios Community College District ("**District**"). City and **District** are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. The City owns certain real property located at 10275 Folsom Blvd, known as Sacramento County Assessor's Parcel Number 076-0212-020, in the City of Rancho Cordova, as depicted as "vacant parcel 1" on Exhibit A attached hereto ("**Vacant Parcel 1**").

B. The City owns certain real property located at located at 10275 Dawes Street, also known as Sacramento County Assessor's Parcel Number 076-0212-021, in the City of Rancho Cordova, as depicted as "vacant parcel 2" on Exhibit A attached hereto ("**Vacant Parcel 2**", or the "**City Property**").

C. The District owns certain real property located at 2815 Paseo Drive, known as Assessor's Parcel Number 076-0212-022, which is used as a portion of the District's Folsom College campus. The remaining vacant portion will be divided with a new property line as depicted as "Parcel 2" on Exhibit A attached hereto (the "**District Property**").

D. District desires to obtain the City Property for the construction of a parking lot ("**District Project**") on the City Property, and the Parties have agreed to exchange the District Property and the City Property in order to enable the construction of the District Project.

E. Subject to the terms and conditions set forth in this Agreement, City and District have agreed that: (i) City shall convey the City Property to District free and clear of the access easement to Vacant Parcel 2 (the “**Vacant Parcel 2 Easement**”), as shown on Exhibit A and recorded in Book 20121231, Page 1448 of the Official Records of Sacramento County (the “**Official Records**”) on December 31, 2012; and (ii) District shall convey the District Property to City free and clear of all encumbrances other than the City Permitted Exceptions (defined below).

F. Concurrently with this Agreement, the City is entering into an agreement (the “**Vacant Parcel 1 Agreement**”) with the owners of Parcel 3 (the “**Parcel 3 Owner**”) to transfer Vacant Parcel 1 to the Parcel 3 Owner in exchange for the reconveyance of the Vacant Parcel 2 Easement.

G. The City hereby finds that the transactions contemplated hereby further the health, safety and welfare of the City’s residents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Recitals; Effective Date. The Parties acknowledge that the foregoing recitals are true and correct and are incorporated herein by this reference. The effective date of this Agreement shall be the date first listed above.

2. City Conveyance to District.

2.1 City Conveyance. Subject to satisfaction of the conditions precedent set forth in this Section, City shall convey to District and District shall accept from City, the City Property in accordance with the terms, covenants and conditions set forth herein. The conveyance of the City Property from City to District shall be accomplished by recordation of a grant deed, substantially in the form attached hereto as Exhibit B (“**City Grant Deed**”).

2.2 Conditions Precedent. Notwithstanding anything to the contrary set forth herein, City’s conveyance of the City Property to District is expressly conditioned upon satisfaction of the following conditions (“**City Conditions Precedent**”) or City’s written waiver (in City’s sole discretion) of such conditions:

(i) City is prepared to record the reconveyance of the Vacant Parcel 2 Easement;

(ii) District has performed all obligations to be performed by District pursuant to this Agreement before the Closing Date.

(iii) District's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

3. District Conveyance to City.

3.1 District Conveyance. Subject to satisfaction of the conditions precedent set forth in this Section District, in the sole discretion of District, shall convey to City and City shall accept from District, the District Property in accordance with the terms, covenants and conditions set forth herein. The conveyance of the District Property from District to City shall be accomplished by recordation of a grant deed, substantially in the form attached hereto as Exhibit C ("**District Grant Deed**").

3.2 Conditions Precedent. Notwithstanding anything to the contrary set forth herein, conveyance of the District Property to the City is expressly conditioned upon satisfaction of all the following conditions ("**District Conditions Precedent**") or District's written waiver (in City's sole discretion) of such conditions:

(i) City is prepared to record the reconveyance of the Vacant Parcel 2 Easement;

(ii) City has performed all obligations to be performed by City pursuant to this Agreement before the Closing Date.

(iii) City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

4. Consideration. The Parties hereby agree that the terms of this Agreement represent the entire consideration for the exchange of land set forth in this Agreement.

5. Closing

5.1 Escrow; Escrow Instructions. Not later than thirty (30) days following the Effective Date, District and City shall open an escrow at the office of Placer Title Company, 301 University Ave, Suite 120, Sacramento, CA 95825 Attn: Jenny Vega ("**Title Company**" or "**Escrow Agent**") or such other title company as may be mutually agreed upon by the Parties. Upon the opening of escrow, the Parties shall deposit with the Escrow Agent an executed copy of this Agreement, which together with such additional instructions as may be executed by either Party and delivered to the Escrow Agent, shall serve as the escrow instructions of District and City for the conveyance of the District Property to City and the conveyance of the City Property to District.

5.2 Close of Escrow; Closing Costs. Each Party shall pay the cost of any title insurance such Party elects to purchase with respect to the property to be acquired by such Party pursuant to this Agreement. District and City shall each pay one-half (1/2) of all other closing costs and escrow fees (including without limitation recording fees,

escrow charges, real estate transfer taxes, and documentary transfer taxes) associated with the close of escrow for the conveyance of the District Property to City ("**City Close of Escrow**") and the conveyance of the City Property to District ("**District Close of Escrow**").

5.3 Closing; Documents and Funds; Timing. Provided that the conditions set forth in Section 3 have been satisfied, the City Close of Escrow and District Close of Escrow shall take place as soon as practicable following the deposit into escrow of all the documents described in this Section (each, a "**Closing Date**"). In order to comply with the conditions precedent; the Parties hereby acknowledge that the City Close of Escrow will take place prior to the District Close of Escrow. The Parties each agree that they shall not unreasonably condition, delay, or withhold consent to an extension of either Closing Date.

A. District Close of Escrow. Not later than _____, 2022, the Parties shall deposit the following documents into escrow:

(i) District shall deposit a duly executed and acknowledged Certificate of Acceptance for the District Property, substantially in the form attached to Exhibit C;

(ii) City shall deposit the fully-executed City Grant Deed substantially in the form attached hereto as Exhibit B sufficient to convey good and marketable fee simple title to the District Property free of all title defects and encumbrances except the Permitted Exceptions (as defined in Section 8);

(iii) City and District shall each deposit into escrow their respective share of closing costs as set forth in Section 5.2;

(iv) City and District shall each deposit such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the conveyance of the City Property to District.

B. City Close of Escrow. Not later than _____, 2022, the Parties shall deposit the following documents into escrow:

(i) City shall deposit a duly executed and acknowledged Certificate of Acceptance for the City Property, substantially in the form attached to Exhibit C;

(ii) District shall deposit a fully-executed District Grant Deed substantially in the form of Exhibit C sufficient to convey to City good and marketable fee simple title to the District Property free of all title defects and encumbrances except the Permitted Exceptions;

(iii) City and District shall each deposit into escrow their respective share of closing costs as set forth in Section 5.2; and

(iv) City and District shall each deposit such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the conveyance of the District Property to City.

5.4 Prorations. In connection with the conveyance of the District Property to City and the City Property to District, the Escrow Agent shall make the following prorations: (i) property taxes and assessments shall be prorated as of the Closing Date based upon the most recent tax bill available, including any property taxes which may be assessed after the Closing Date but which pertain to the period prior to the transfer of title, regardless of when or to whom notice thereof is delivered; (ii) any bond or assessment that constitutes a lien on the District Property on the Closing Date shall be assumed by City and any lien on the City Property shall be assumed by District (provided however, it shall be a condition to Closing that any such bond or assessment be paid current by each Party). Any utility and sewer service charges shall be prorated as of the respective Closing Date.

The Escrow Agent shall close escrow for the conveyance of the District Property to City and the City Property to the District by:

(i) causing the reconveyance of the Vacant Parcel 2 Easement to be recorded in the Official Records; and

(iii) causing the City Grant Deed and the District Grant Deed to be recorded in the Official Records; and

(ii) issuing the Title Policies (defined in Section 7) for the District Property and the City Property and delivering same to City and District, respectively; and

(iii) delivering to City and District a conformed copies of the grant deeds for the property to be conveyed to each entity, indicating recording information thereon.

On each respective Closing Date, possession of the District Property shall be delivered to City and possession of the City Property shall be delivered to the District.

6. Title Documents. No later than ten (10) business days following the Effective Date, each Party shall deliver or cause to be delivered to the other Party an updated title report for its Property ("**Preliminary Report**") setting forth all liens, encumbrances, easements, restrictions, conditions, and other matters of record affecting title to that Property ("**Title Exceptions**") together with copies of all instruments referred to therein. Each Party shall approve or disapprove each Title Exception within thirty (30) days following receipt of the Preliminary Report and documents relating to the Title

Exceptions. Upon failure to object within such period, any Title Exceptions that are not disapproved shall be deemed to be Permitted Exceptions (as defined in Section 8). If either Party objects to any Title Exception, the other Party shall use its best efforts at its sole expense to remove from title or otherwise satisfy each such exception in a form that is reasonably satisfactory to the requesting Party within thirty (30) days following the date that the objecting Party objects to such exception.

7. Title Policy. It shall be a condition to the close of escrow that Title Company shall deliver to the each Party, no later than seven (7) days prior to each Closing Date, a title commitment for an ALTA Owner's Title Insurance Policy ("**Title Policy**") to be issued by Title Company in an amount to be determined by the Parties, showing title to each Property, subject only to the Permitted Exceptions (as defined in Section 8), including such endorsements as may reasonably be requested by each Party and committing Title Company to issue each Title Policy to its respective Party upon the Close of Escrow.

8. Conveyance of Title. Each Party shall convey by grant deed to the other Party marketable fee simple title to its respective Property, free and clear of all recorded and unrecorded liens, encumbrances, restrictions, easements, and leases, except: (i) liens for nondelinquent general and special taxes, assessments and/or bonds; and (ii) such other conditions, liens, encumbrances, restrictions, easements and exceptions as set forth in Exhibit D or approved in writing by City for the District Property or the District for the City Property as provided in Section 6 (all of the foregoing, are collectively hereinafter referred to as the "**Permitted Exceptions**").

9. Due Diligence.

(a) Feasibility Studies. During the period commencing upon the Effective Date and terminating sixty (60) days thereafter ("**Due Diligence Period**"), City and District may undertake further inspection, review and testing of the District Property and the City Property, respectively, including without limitation (i) a review of the physical condition of such property, including inspection and examination of soils, environmental condition, and archeological information relating to the property; (ii) completion of Phase I and Phase II, if required, environmental assessments; (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the property, and (iv) an evaluation of the property to determine its feasibility for the Party's intended use. All of the foregoing is hereinafter collectively referred to as "**Feasibility Studies**." The Parties may consult with or retain civil engineers, contractors, soils and geologic engineers, architects and other specialists in its investigation, and may consult with or retain other consultants to determine if the property is suitable for each Party's intended use. Each Party shall bear the costs of its Feasibility Studies and consultations.

(b) Contracts, Reports and Investigations. District and City each agree to make available within ten (10) business days following the Effective Date, any and all

information, studies, reports, investigations, contracts, leases, rental agreements and other obligations concerning or relating to the Property such Party has agreed to convey pursuant to this Agreement which are in such Party's possession or which are reasonably available to such Party, including without limitation any Phase I Environmental Site Assessments, surveys, studies, reports and investigations concerning the property's physical, environmental or geological condition, habitability, or the presence or absence of Hazardous Substances in, on or under the Property and its compliance with Environmental Laws (as defined in Section 13).

10. Right of Entry. During the Due Diligence Period, each Party grants to the other and to the other Party's agents and employees a right of entry, to enter the its Property upon reasonable notice for the purpose of inspecting, examining, surveying and reviewing such property in accordance with Section 9. Each Party's inspection, examination, survey and review of such property shall be at such Party's sole expense. Each Party shall obtain the other Party's advance consent to any proposed physical testing of the property, which consent shall not be unreasonably conditioned, withheld or delayed. Physical tests shall be scheduled during normal business hours unless otherwise approved by the owner of the property to be tested. Each Party agrees to indemnify the other Party and to hold the other Party harmless from and against all liability, loss, cost, damage and expense (including, without limitation, reasonable attorney's fees and costs of litigation) resulting from such Party's activities pursuant to this Section. This Section will survive the expiration or termination of this Agreement and the Close of Escrows.

11. "As Is" Purchase. Except as otherwise specified in this Agreement, each Party agrees to accept the Property conveyed to it pursuant to this Agreement, including the land, all buildings, structures, improvements, equipment, and operating systems located on or under the land "AS IS, WHERE IS" and in its current state and condition, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, including Hazardous Substances and any other environmental conditions or hazards, if any, that may be located on, under, or around the Property, whether known or unknown, suspected or unsuspected, actual or potential, and each Party assumes all responsibility for any such faults, defects, and conditions as of the Close of Escrow.

12. Representations, Warranties, and Covenants.

12.1 Representations and Warranties. Each Party hereby represents, warranties, and covenants that except as disclosed in writing to the other Party, as of the Effective Date and as of the Close of Escrow: (i) no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (ii) Party knows of no pending actions, suits, condemnation or other proceedings against or affecting the Property or any portion thereof or the interest of Party in the Property; (iii) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property

or any portion thereof; (iv) Party knows of no receipt of notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are in violation of any Environmental Law; and (v) Party has disclosed all material facts concerning the Property.

12.2 Additional Representations. Each Party further represents and warrants that this Agreement and all other documents to which it is a party and delivered or to be delivered in connection herewith shall at the time of their delivery: (a) have been duly authorized, executed, and delivered; (b) be the binding obligations of that Party; (c) collectively be sufficient to transfer all of that Party's right, title and interest in and to the Property; and (d) not be in violation of the provisions of any agreement to which Party is a party or which affects the Property. Each Party further represents and warrants that the persons who have executed this Agreement on behalf of that Party are authorized to do, that it has the legal right to enter into this Agreement and to perform all of its terms and conditions, and that this Agreement is enforceable against the Party in accordance with its terms.

12.3 Covenants. Each Party covenants that from the Effective Date and through the Close of Escrow, it: (i) shall not willingly permit any liens, encumbrances, or easements to be placed on its Property other than Permitted Exceptions; (ii) shall not without the prior written consent of the other Party, enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on the other Party or the Property after the Close of Escrow; (iii) shall not permit except as specifically provided herein with respect to the demolition required on the District Property, any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Property in its condition as of the date hereof, ordinary wear and tear excepted, and shall with respect to the District Property manage the Property substantially in accordance with District's established practices.

12.4 Notification. Each Party shall notify the other Party of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If either Party reasonably believes that any fact materially and adversely affects the Property, such Party shall have the option to terminate this Agreement by delivering written notice thereof to other Party. In the event either Party elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of each Party shall be returned to that Party, and all rights and obligations hereunder shall terminate.

13. Mutual Release & Indemnity. Each Party (i) releases and forever discharges the other Party from any and all claims and causes of action under or with respect to any Environmental Laws, including without limitation the California Hazardous Substance Account Act, California Health and Safety Code Section 25300 *et seq.*, (including section 25359.7), the Comprehensive Environmental Response, Compensation, and Liability Act, ("CERCLA") title 42 U.S.C. section 9601 *et seq.*, the Resource

Conservation and Recovery Act ("RCRA") title 42 U.S.C. section 6901 *et seq.*; and the Clean Water Act, title 33 U.S.C. section 2601 *et seq.*, as these laws may be amended in the future; and (ii) agrees to defend (with counsel approved by both Parties, which approval will not be unreasonably withheld) indemnify, protect and hold the other Party free and harmless from any claim, liability, damages of any kind, attorneys' fees, costs, etc. arising out of or resulting from the physical condition or use of the Property on or after Close of Escrow, including, without limitation, due to the presence of Hazardous Substances on the Property, as well as any claims or causes of action threatened or made by anyone relating to the condition or use of the Property, including, without limitation, third parties adjoining property owners, governmental agencies, or claims brought under Proposition 65, California Health and Safety Code Sections 25249.5-25249.13.

13.1 **"Hazardous Substances"** means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous substances" shall also include asbestos or asbestos-containing materials, radon, methyl tertiary butyl ether, perchlorate, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

13.2 **"Environmental Laws"** means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Substances, or the protection of the environment or human, plant or animal health.

14. Miscellaneous Provisions.

14.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant hereto shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice shall be deemed delivered upon receipt;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(iii) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

(iv) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

City: **City of Rancho Cordova**
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: City Manager

District: **Los Rios Community College District**
1919 Spanos Ct.
Sacramento, CA 95825
Attention: Chancellor's Office

14.2 Attorneys' Fees. In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement, the prevailing party shall recover reasonable attorneys' fees and other costs, including but not limited to court costs and expert and consultants fees incurred in connection with such action, in addition to any other relief awarded.

14.3 Escrow Cancellation Charges. If the escrow fails to close by reason of a default by District or City hereunder, such defaulting party shall pay all escrow or other Title Company charges. If the escrow fails to close for any reason other than default by District or City, then District and City shall each pay one-half of such charges.

14.4 Amendments; Assignment. This Agreement may be amended only by a written instrument executed by the Parties hereto or their successors in title. This Agreement may be assigned by District to a to-be-formed affiliate of the District in connection with financing a construction and permanent loan for development of the Housing Development.

14.5 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

14.6 Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenant or condition, nor shall the delay or forbearance by either party in

exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

14.7 Default and Remedies. An event of default ("**Default**") under this Agreement shall occur if either Party fails to comply with any of such Party's covenants or obligations set forth herein and does not cure such failure within ten (10) days after receipt of written notice thereof (or in the case of a non-monetary default, fails to commence to cure such default within such 10-day period and fails to thereafter proceed with due diligence to cure such default.) Upon the occurrence of an event of default hereunder the Parties may pursue all remedies at law or in equity including the remedy of specific performance. The rights and remedies of the Parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default.

14.8 Entire Agreement. This Agreement, together with Exhibits A through E which are hereby incorporated by reference, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, documents and discussions pertaining thereto.

14.9 Binding Effect; Due Authorization. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

14.10 Parties Not Co-Venturers; No Brokers. Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers, or principal and agent with one another. Each Party hereby represents and warrants to the other Party that it has retained no broker or other party to whom a commission or finder's fee is due with respect to the transactions contemplated hereby. Each Party agrees to defend, indemnify, and hold the other Party harmless from and against all claims, losses, costs, expenses and liabilities arising in connection with a breach of this representation and warranty by the indemnifying party. The terms of this Section shall survive the expiration or earlier termination of this Agreement and shall survive Close of Escrow.

14.11 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties or by any third person, to be for the benefit of any third party, nor shall any third party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by District or City of any of the provisions of this Agreement.

14.12 Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

14.14 Further Assurances. The Parties each agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such actions, as either shall reasonably request or as may be necessary to carry out the intent of this Agreement.

14.15 Governing Law; Time is of the Essence. This Agreement shall be interpreted under and pursuant to the laws of the State of California without regard to principle of conflicts of laws. Time is of the essence and is a material term for all conditions and provisions contained in this Agreement.

14.16 No Merger; Survival of Representations. The obligations stated herein which are intended to operate after the Close of Escrow, including without limitation indemnification obligations, shall not merge with the transfer of title but shall remain in effect until fulfilled as provided herein. Without limiting the generality of the foregoing, the representations and warranties made by each Party shall survive Close of Escrow.

14.17 Indemnification. Each Party shall indemnify, defend and hold harmless the other Party and its respective boards, commissions, and elected and appointed officials, employees, agents and contractors (collectively "**Indemnitees**") from and against all claims, actions, proceedings, demands, liabilities, judgments, losses, expenses (including reasonable attorneys' fees and expenses) and costs (collectively "**Claims**") arising out of or related to this Agreement including any claim, action or proceeding to attack, set aside, void or annul this Agreement or any part hereof. Each Party shall promptly notify the other Party of any such Claim. Nothing contained in this Section shall prohibit a Party from participating in a defense of any Claim, and if it chooses to do so, it shall be reimbursed for its reasonable attorneys' fees and expenses. The provisions of this Section shall survive the expiration or termination of this Agreement and Close of Escrow.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and District have executed this Agreement as of the Effective Date first written above.

CITY

City of Rancho Cordova

By: _____
City Manager

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

DISTRICT:

Los Rios Community College District

By: _____

Its: _____

Exhibit A

DEPICTION OF PROPERTY PARCELS
(Attach legal descriptions)



NOT TO SCALE



Mark R. Herrick 4/26/2022

NORTHSTAR
MARK R. HERRICK, PLS 8323

DATE



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

JOB TITLE:

EXHIBIT A

PLAT TO ACCOMPANY
BOUNDARY LINE ADJUSTMENT
LEGAL DESCRIPTION

SCALE:	NO SCALE
JOB NO.:	20-101
DATE:	4/2022
DRAWN BY:	MH
CHECKED BY:	
SHEET NO.:	1 OF 2

~~ATTACHMENT 2~~

~~ATTACHMENT 2~~

Exhibit A
Vacant Parcel 1 Legal Description

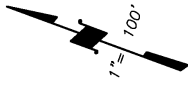
The land described herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, described as follows:

Parcel 1 as shown on that certain Parcel Map entitled "A Portion of John Studaris 4.02 4cres, Per A. Survey106 and a portion of Lot B of Cordova Park Unit No. 2142 Maps 171" , which map was filed for record January 11, 1993, in Book 134 of Parcel Maps, Page 14 , records of said county.

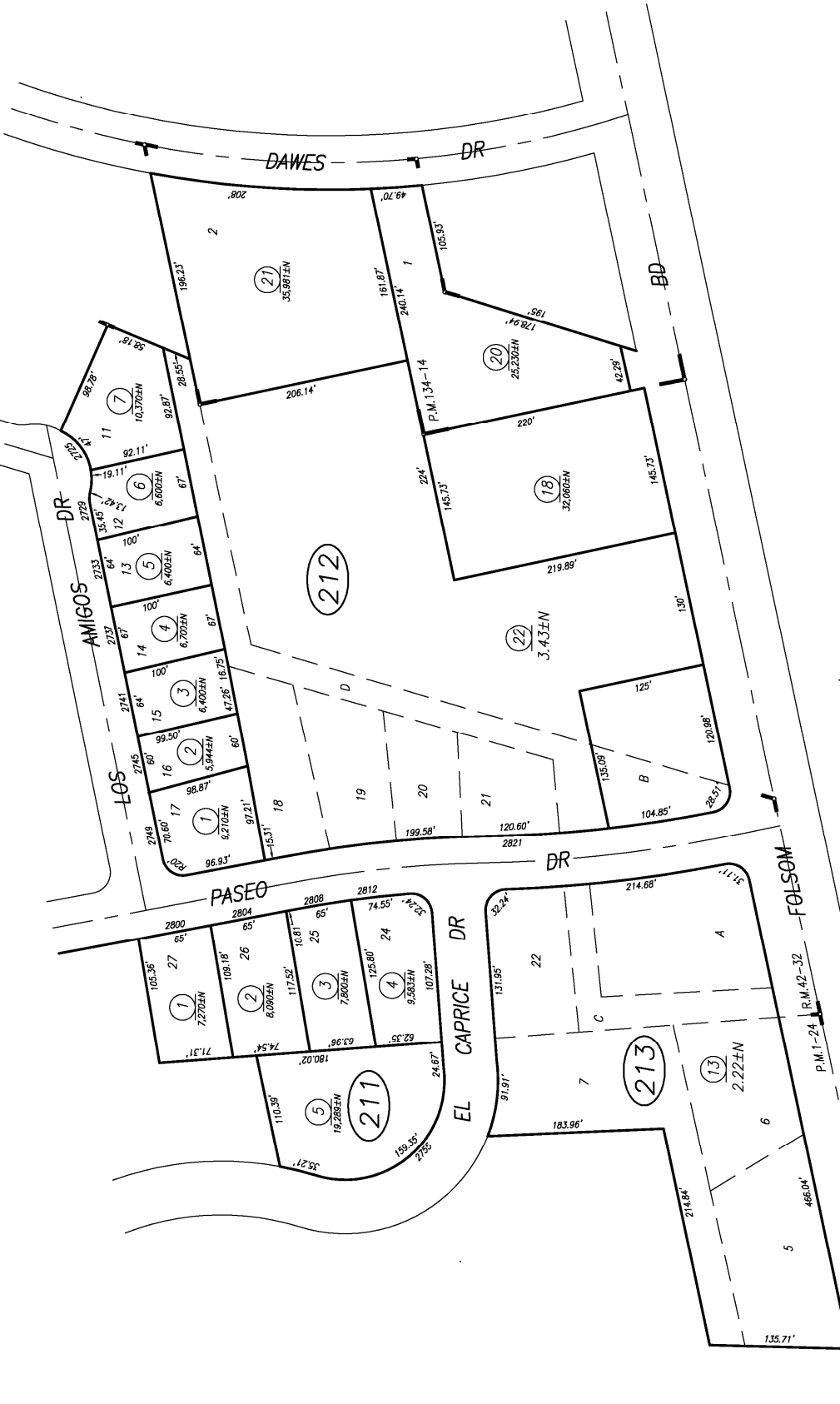
APN: 076-0212-020-0000

POR. SEC. 34, T.9N., R.6E., M.D.B.& M.

076-21



DISCLAIMER: ASSESSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.



Assessor's Map Bk. 076 Pg. 021
County of Sacramento, Calif.

Cordova Meadows, R.M. Bk. 42 Pg. 32
Parcel Map, P.M. Bk. 1 Pg. 24
Parcel Map, P.M. Bk. 134 Pg. 14

Exhibit A
Vacant Parcel 2 Legal Description

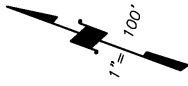
The land described herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, described as follows:

Parcel 2 as shown on that certain Parcel Map entitled "A Portion of John Studaris 4.02 4cres, Per A. Survey106 and a portion of Lot B of Cordova Park Unit No. 2142 Maps 171" , which map was filed for record January 11, 1993, in Book 134 of Parcel Maps, Page 14 , records of said county.

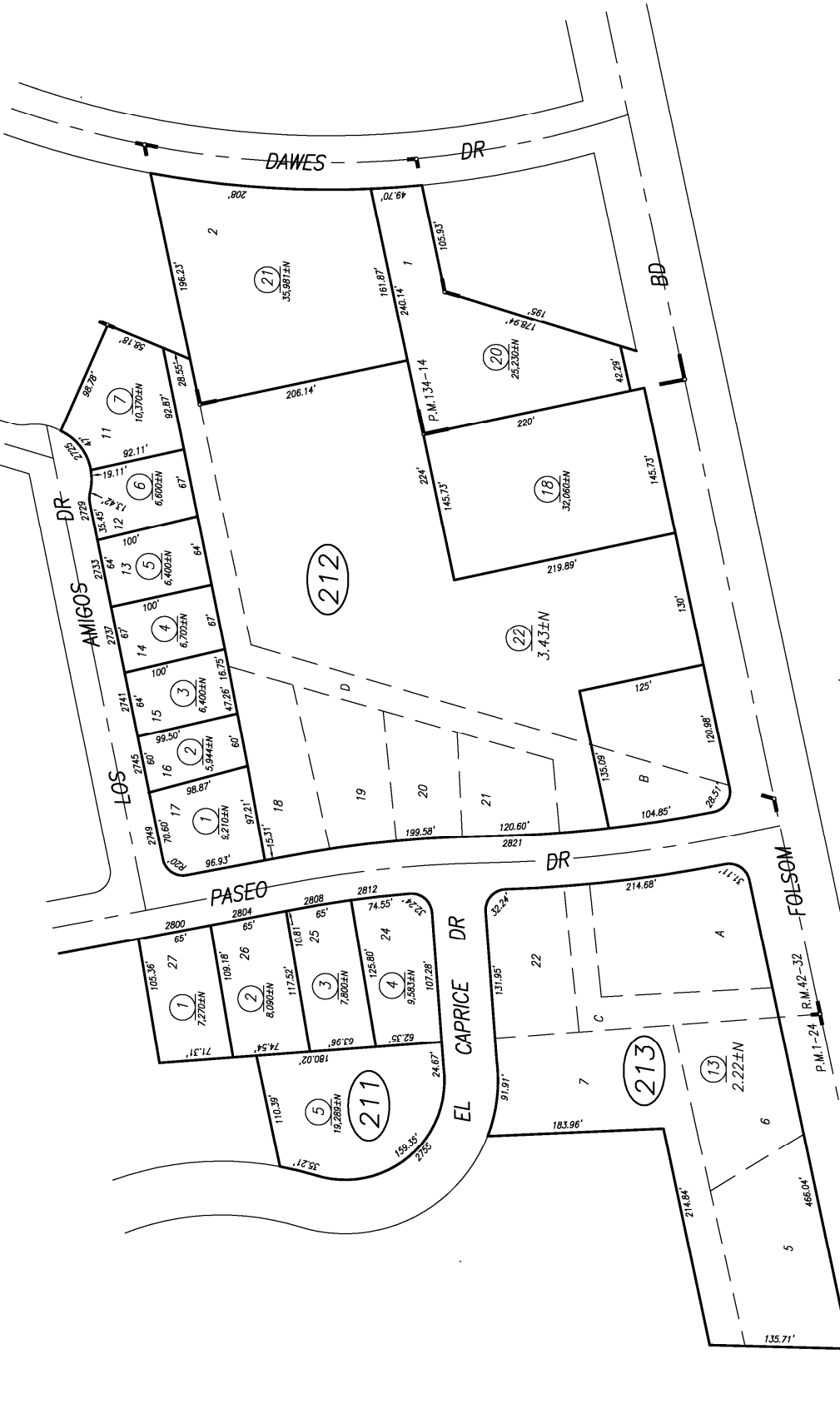
076-0212-021-0000

POR. SEC. 34, T.9N., R.6E., M.D.B.& M.

076-21



DISCLAIMER: ASSESSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.



Assessor's Map Bk. 076 Pg. 021
County of Sacramento, Calif.

Cordova Meadows, R.M. Bk. 42 Pg. 32
Parcel Map, P.M. Bk. 1 Pg. 24
Parcel Map, P.M. Bk. 134 Pg. 14

EXHIBIT "A"
EXCHANGE DESCRIPTION DESCRIPTION
(LOS RIOS COMMUNITY COLLEGE TO CITY OF RANCHO CORDOVA)

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014, under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

COMMENCING at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22" to the **TRUE POINT OF BEGINNING** of the herein described parcel;

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, South 32°00'00" East, 219.89 feet to an angle point in said boundary;

Thence, along said boundary, South 57°58'02" West, 130.00 feet to an angle point in said boundary;

Thence, along said boundary, North 32°00'00" West, 125.00 feet to an angle point in said boundary;

Thence, along said boundary, South 57°56'57" West, 135.09 feet to an angle point in said boundary, said point being located at the beginning of a non-tangent 1274.75 foot radius curve, concave northeasterly, from which point the radius point bears North 63°37'17" East;

Thence, along said boundary, Northerly, 95.99 feet along said curve, through a central angle of 04°18'52" to the point of beginning.

Containing 0.94 acres more or less.

Mark R. Herrick
NorthStar
Mark R. Herrick, PLS 8323



4/26/2022
Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.

Exhibit A**Legal Description of the "Vacant Parcel 2 Access Easement"**

A non-exclusive easement as an appurtenance and for the benefit of Parcel 1 above for ingress and egress and driveway purposes, more particularly described as follows:

An easement for driveway purposes over and across a strip of land 25 feet in width extending from the East line of said Cordova Meadows to the East line of a 72.622 acre tract of land described in the deed from David R. McKinley and Vivian McKinley, his wife, to Sacramento Abstract and Title Co., a corporation, recorded August 15, 1955, in Book 2895 of Official Records of Sacramento County, at page 646, the Southeasterly line of which is described as follows:

Beginning at a corner of said Cordova Meadows, which corner is located South 02° 41' 30" East 28.55 feet from the Southeast corner of Lot 11 of said Cordova Meadows; thence North 58° 25' 10" East to the Southeast corner of said 72.622 acre tract, being the Northeasterly extension of said Lot D.

EXHIBIT "A"
PARCEL 1 RESULTANT DESCRIPTION

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being Parcel 2 as shown on that certain Parcel Map entitled "A Portion of the John Studarus 4.092 Acres", filed for record in the office of the Recorder of Sacramento County on January 11, 1993 in Book 134 of Parcel Maps, at Page 14, and a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014 under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

BEGINNING at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22";

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, North 58°00'00" East, 224.00 feet to an angle point in said Parcel, said point also being the most southerly corner of said Parcel 2 as shown on said Book 134 of Parcel Maps, at Page 14;

Thence, along the southerly line of said Parcel 2, North 58°00'00" East, 187.91 feet to the southeasterly corner of said Parcel 2, and being the centerline of Dawes Street as shown on said Map, being located at the beginning of a non-tangent 900.00 foot radius curve, concave northeasterly, from which point the radius point bears North 61°10'51" East;

Thence, along the easterly boundary of said Parcel 2 and the centerline of Dawes Street, Northerly, 410.30 feet along said curve, through a central angle of 26°07'15" to the most northerly corner of said Parcel 2 as shown on said Map;

Thence, along the boundary of said Parcel 2, South 02°41'55" East, 213.10 feet to an angle point in said Parcel 2;

Thence, along said boundary, South 58°25'10" West, 1.16 feet to the southeast corner of said Lot G and being on the westerly right-of-way line of Dawes Street;

Thence, along the southerly boundary of said Lot G, South 58°25'10" West, 148.54 feet to the southwesterly corner of said Lot G;

Thence, along the westerly boundary of said Lot G, North 02°41'55" West, 28.55 feet to the northwest corner of said Lot G and also being the northeast corner of said Parcel as described in said Book 20140725, at Page 0758;

Thence, along the north line of said Parcel as described in said Book 20140725, at Page 0758 the following courses:

1. South 58°25'10" West, 307.82 feet;
2. Thence South 59°01'10" West, 107.26 feet;
3. Thence South 59°42'10" West, 97.21 feet to the point of beginning.

Containing 3.48 acres more or less.

Mark R. Herrick

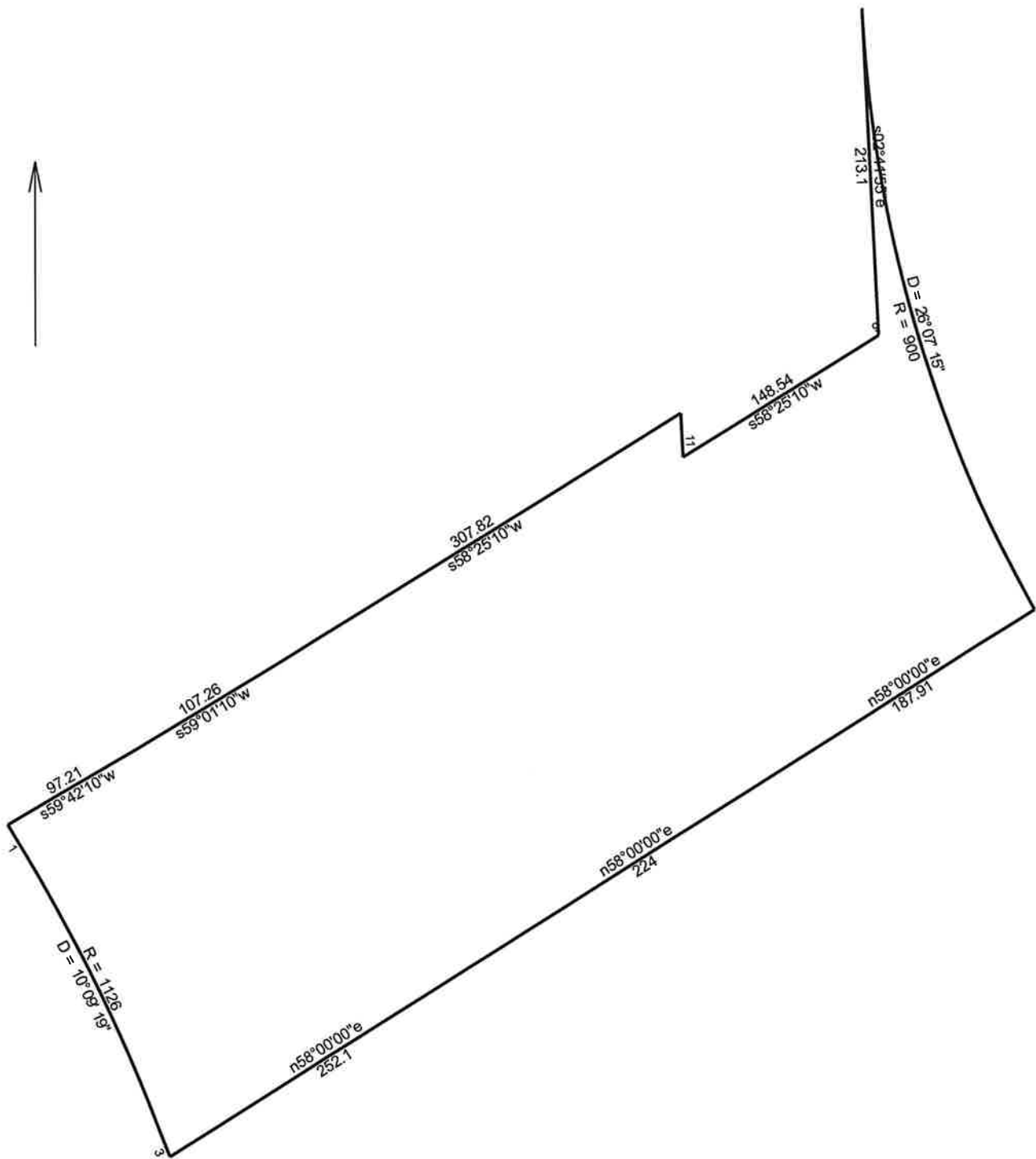
NorthStar
Mark R. Herrick, PLS 8323



4/26/2022

Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.



4/26/2022

Scale: 1 inch= 100 feet

File: PARCEL 1 CLOSURE REV-1.ndp

Tract 1: 3.4819 Acres (151671 Sq. Feet), Closure: n32.1450w 0.01 ft. (1/339514), Perimeter=2217 ft.

01 Lt, r=1074.00, delta=000.4901, radial=n59.4213e

11 n02.4155w 28.55

02 Rt, r=1126.00, delta=010.0919

12 s58.2510w 307.82

03 Lt, r=1274.75, delta=001.0622

13 s59.0110w 107.26

04 n58.0000e 252.1

14 s59.4210w 97.21

05 n58.0000e 224

06 n58.0000e 187.91

07 Rt, r=900.00, delta=026.0715, radial=n61.1051e

08 s02.4155e 213.1

09 s58.2510w 1.16

10 s58.2510w 148.54

EXHIBIT "A"
PARCEL 2 RESULTANT DESCRIPTION

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014, under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

COMMENCING at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22" to the **TRUE POINT OF BEGINNING** of the herein described parcel;

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, South 32°00'00" East, 219.89 feet to an angle point in said boundary;

Thence, along said boundary, South 57°58'02" West, 130.00 feet to an angle point in said boundary;

Thence, along said boundary, North 32°00'00" West, 125.00 feet to an angle point in said boundary;

Thence, along said boundary, South 57°56'57" West, 135.09 feet to an angle point in said boundary, said point being located at the beginning of a non-tangent 1274.75 foot radius curve, concave northeasterly, from which point the radius point bears North 63°37'17" East;

Thence, along said boundary, Northerly, 95.99 feet along said curve, through a central angle of 04°18'52" to the point of beginning.

Containing 0.94 acres more or less.

Mark R. Herrick

NorthStar

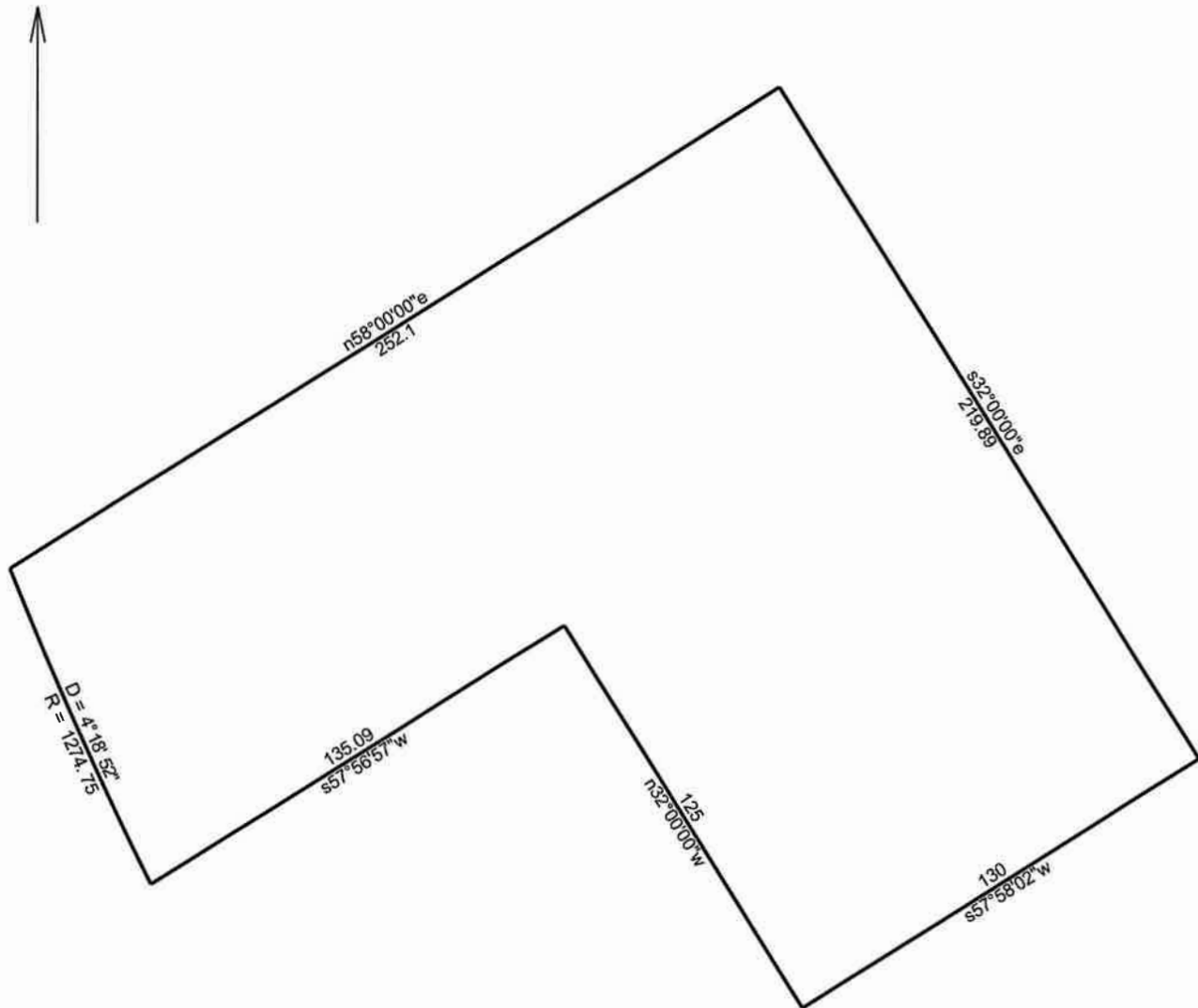
Mark R. Herrick, PLS 8323



4/26/2022

Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.



7/15/2021

Scale: 1 inch= 50 feet

File: PARCEL 2 CLOSURE.ndp

Tract 1: 0.9382 Acres (40868 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/818676), Perimeter=958 ft.

01 n58.0000e 252.1

02 s32.0000e 219.89

03 s57.5802w 130

04 n32.0000w 125

05 s57.5657w 135.09

06 Rt, r=1274.75, delta=004.1852, radial=n63.3717e

EXHIBIT "A"
PARCEL 3 RESULTANT DESCRIPTION

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being Parcel 1 as shown on that certain Parcel Map entitled "A Portion of the John Studarus 4.092 Acres", filed for record in the office of the Recorder of Sacramento County on January 11, 1993, in Book 134 of Parcel Maps, at Page 14, and Parcel 1 as described in that certain grant deed recorded June 21, 2018, under Document Number 201806210510, Sacramento County Recorder's Office more particularly described as follows:

COMMENCING at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22";

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to the **TRUE POINT OF BEGINNING** of the herein described parcel, said point being the northwesterly corner of said Parcel 1 as described in said Document Number 201806210510;

Thence, along the boundary of said Parcel 1, South 32°00'00" East, 219.89 feet to the southwesterly corner of said Parcel 1;

Thence, along said boundary of said Parcel 1 and the southerly boundary of said Parcel 1 per said Book 134 of Parcel Maps, at Page 14, North 57°58'02" East, 183.16 feet to the southeasterly corner of said Parcel 1 per said Book 134 of Parcel Maps, at Page 14;

Thence, along the boundary of said Parcel 1, North 02°41'55" West, 195.00 feet to an angle point in said Parcel 1;

Thence, along the boundary of said Parcel 1, North 57°58'02" East, 131.93 feet to an angle point in said boundary, said point being located in the centerline of Dawes Street as shown on said Map and being located at the beginning of a non-tangent 900.00 foot radius curve, concave northeasterly, from which point the radius point bears North 58°01'03" East;

Thence, along said boundary of said Parcel 1, Northerly, 49.69 feet along said curve, through a central angle of 03°09'47" to the northwesterly corner of said Parcel 1;

Thence, along the boundary of said Parcel 1 per said Book 134 of Parcel Maps, at Page 14 and the boundary of said Parcel 1 per said Document Number 201806210510, South 58°00'00" West, 411.91 feet to the point of beginning.

Containing 1.37 acres more or less.

Mark R. Herrick

NorthStar

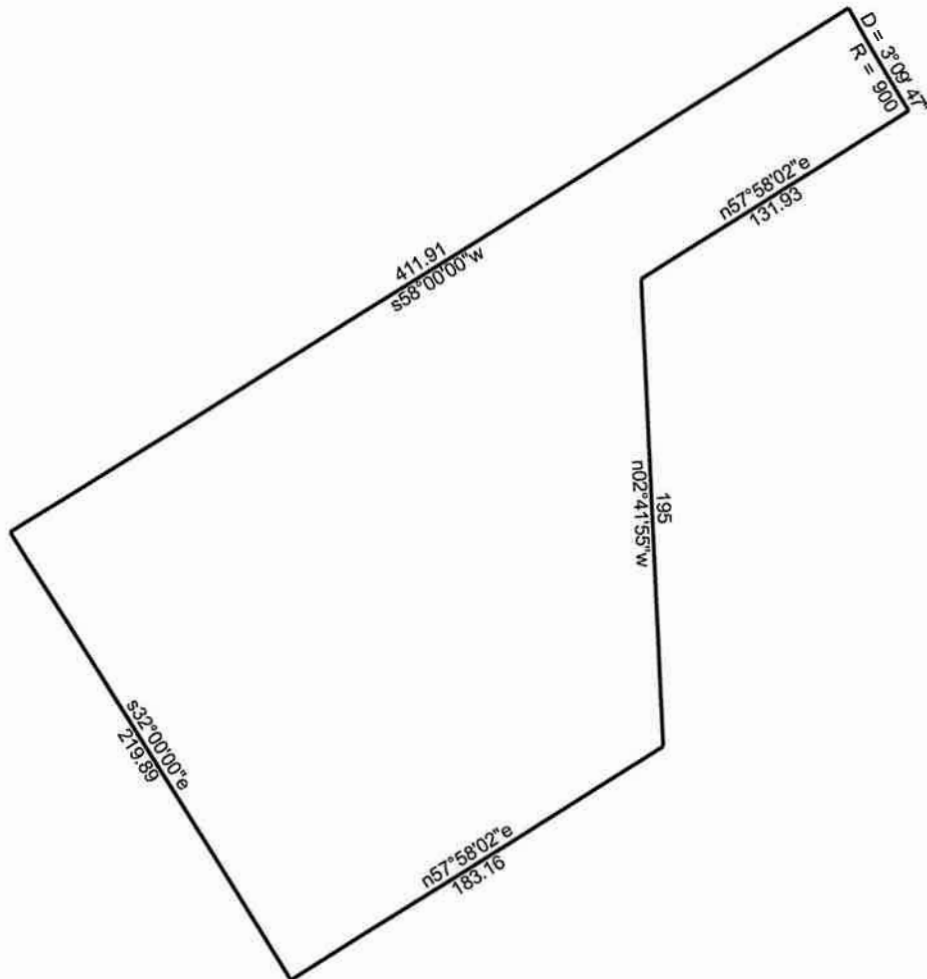
Mark R. Herrick, PLS 8323



4/26/2022

Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.



7/15/2021

Scale: 1 inch= 80 feet

File: PARCEL 3 CLOSURE.ndp

Tract 1: 1.3707 Acres (59706 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1192 ft.

01 s32.0000e 219.89

02 n57.5802e 183.16

03 n02.4155w 195

04 n57.5802e 131.93

05 Rt, r=900.00, delta=003.0947, radial=n58.0103e

06 s58.0000w 411.91

Exhibit B**FORM OF CITY GRANT DEED**

**Recording Requested by
and when Recorded, return to:**

Los Rios Community College District
1919 Spanos Ct.
Sacramento, CA 95825
Attn: Chancellor's Office

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE
§§6103, 27383

APN: _____

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, the City of Rancho Cordova, a California municipal corporation ("**Grantor**") hereby grants to the Los Rios Community College District, a California community college district ("**Grantee**") all that real property located on Dawes Street in the City of Rancho Cordova, California (the "**City**") known as Sacramento County Assessor's Parcel No. 076-0212-021, as more particularly described on Exhibit B-1 attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ of _____, 2021.

GRANTOR:
CITY OF RANCHO CORDOVA

By: _____
Chair

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

SIGNATURES MUST BE NOTARIZED

EXHIBIT B-1 TO GRANT DEED
PROPERTY

(Attach legal description of City Property to be conveyed to District)

Exhibit B-1
Vacant Parcel 2 Legal Description

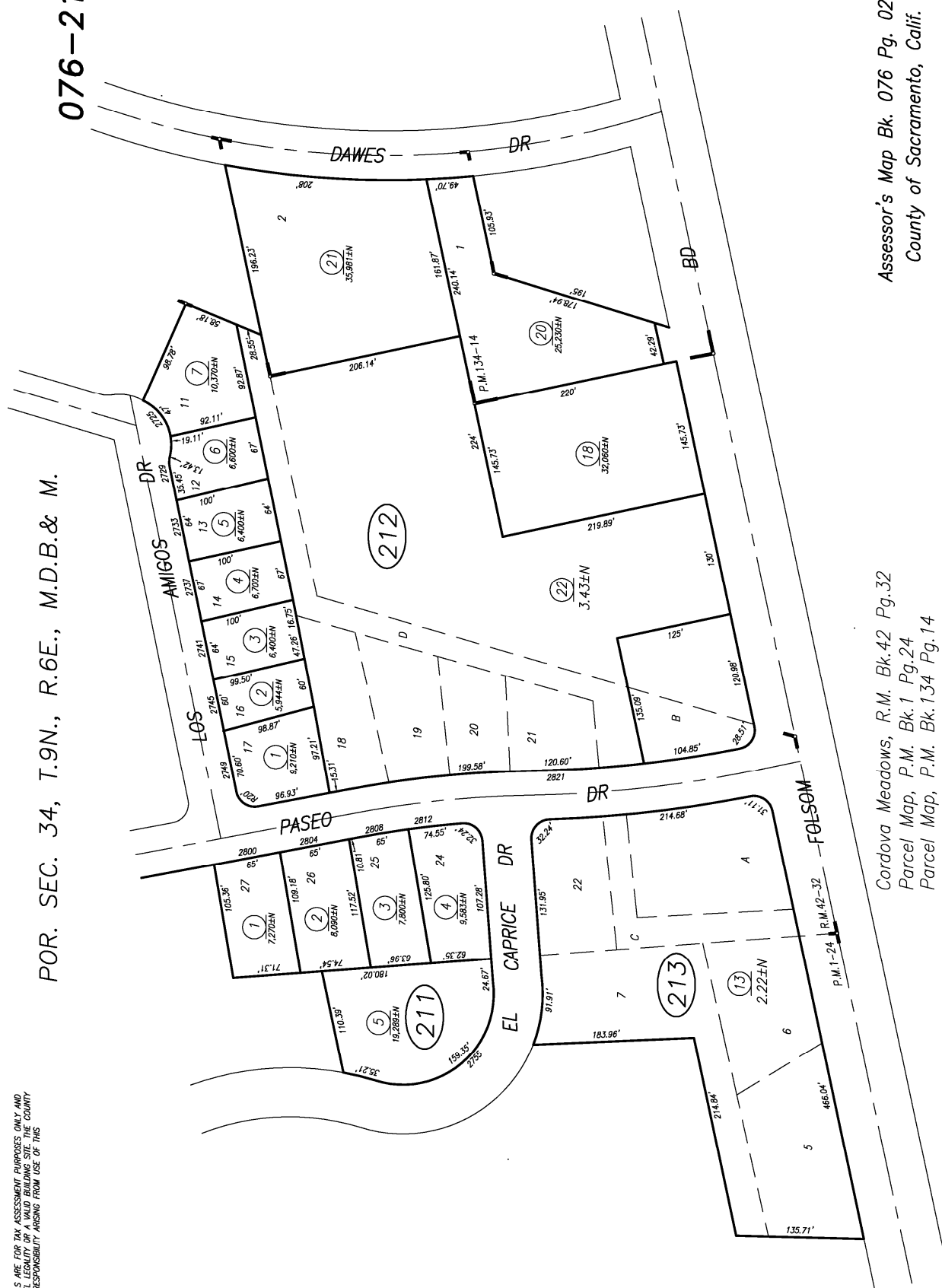
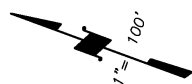
The land described herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, described as follows:

Parcel 2 as shown on that certain Parcel Map entitled "A Portion of John Studaris 4.02 4cres, Per A. Survey106 and a portion of Lot B of Cordova Park Unit No. 2142 Maps 171" , which map was filed for record January 11, 1993, in Book 134 of Parcel Maps, Page 14 , records of said county.

076-0212-021-0000

POR. SEC. 34, T.9N., R.6E., M.D.B.& M.

076-21



Assessor's Map Bk. 076 Pg. 021
County of Sacramento, Calif.

Cordova Meadows, R.M. Bk.42 Pg.32
Parcel Map, P.M. Bk.1 Pg.24
Parcel Map, P.M. Bk.134 Pg.14

DISCLAIMER: ASSESSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated the ____ of _____, 20__ from the City of Rancho Cordova, a California public corporation ("City") to the Los Rios Community College District, a California nonprofit public benefit corporation ("District"), is hereby accepted on behalf of the District by the undersigned officer or agent on behalf of the District Board pursuant to authority conferred by resolution of the District Board adopted on the ____ of _____, 20__, and that the District consents to recordation of the Grant Deed by its duly authorized officer.

Dated _____, 20__

LOS RIOS COMMUNITY COLLEGE DISTRICT

By: _____

Its: _____

Exhibit C**FORM OF DISTRICT GRANT DEED**

Recording Requested by
and when Recorded, return to:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 93926
Attn: City Clerk

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged, Los Rios Community College District, a California community college district ("**Grantor**") hereby grants to the City of Rancho Cordova, a California municipal corporation ("**Grantee**") located on Folsom Ave., known as a portion of Sacramento County Assessor's Parcel No. 076-0212-022, as more particularly described in Exhibit C-1 attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ of _____, 2022.

GRANTOR:
LOS RIOS COMMUNITY COLLEGE DISTRICT

By: _____

Its: _____

SIGNATURES MUST BE NOTARIZED

EXHIBIT C-1 TO GRANT DEED
PROPERTY

(Attach legal description of District Property to be conveyed to City)

EXHIBIT "C-1"
EXCHANGE DESCRIPTION DESCRIPTION
(LOS RIOS COMMUNITY COLLEGE TO CITY OF RANCHO CORDOVA)

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014, under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

COMMENCING at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22" to the **TRUE POINT OF BEGINNING** of the herein described parcel;

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, South 32°00'00" East, 219.89 feet to an angle point in said boundary;

Thence, along said boundary, South 57°58'02" West, 130.00 feet to an angle point in said boundary;

Thence, along said boundary, North 32°00'00" West, 125.00 feet to an angle point in said boundary;

Thence, along said boundary, South 57°56'57" West, 135.09 feet to an angle point in said boundary, said point being located at the beginning of a non-tangent 1274.75 foot radius curve, concave northeasterly, from which point the radius point bears North 63°37'17" East;

Thence, along said boundary, Northerly, 95.99 feet along said curve, through a central angle of 04°18'52" to the point of beginning.

Containing 0.94 acres more or less.

Mark R. Herrick
NorthStar
Mark R. Herrick, PLS 8323



4/26/2022
Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated the ____ of _____, 20__ from the Los Rios Community College District, a California community college district ("District") to the City of Rancho Cordova, a California municipal corporation ("City") is hereby accepted on behalf of the City by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on the ____ of _____, 20__, and that the City consents to recordation of the Grant Deed by its duly authorized officer.

Dated _____, 20__

CITY

By: _____

Recording Requested by
and when Recorded, return to:

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

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

APNs: 076-0212-018, 076-0212-020,
076-0212-021 and 076-0204-005

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("**Agreement**") is entered into as of July _____, 2022 (the "**Effective Date**") by and between the City of Rancho Cordova (the "**City**") and the Balbir Singh Ojla and Mohan Kaur Ojla, Trustees of the Ojla Family Trust (the "**Ojlas**"). City and the **Ojlas** are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. The City owns certain real property located on Dawes St. in the City of Rancho Cordova known as Assessor's Parcel Number 076-0204-005, as depicted as lot "G" on Exhibit A attached hereto and incorporated by this reference ("**Parcel G**").

B. The City owns certain real property located at 10275 Folsom Blvd, known as Sacramento County Assessor's Parcel Number 076-0212-020, in the City of Rancho Cordova, as depicted as "Vacant Parcel 1" on Exhibit A attached hereto ("**Vacant Parcel 1**").

C. The City owns certain real property located at located at 10275 Dawes Street, also known as Sacramento County Assessor's Parcel Number 076-0212-021, in the City of Rancho Cordova, as depicted as "Vacant Parcel 2" on Exhibit A attached hereto ("**Vacant Parcel 2**").

D. The Ojlas own certain real property located at 10273 Folsom Blvd., known as Assessor's Parcel Number 076-0212-018, which is used as a restaurant, as depicted as "Parcel 3" on Exhibit A attached hereto ("**Parcel 3**").

E. The Ojlas also own that certain access easement (the "**Access Easement**") for ingress and egress across Parcel G, Vacant Parcel 2 and Vacant Parcel 1, as described in Exhibit A attached hereto and incorporated herein, and as depicted on Exhibits A and C attached hereto and incorporated herein, and as

described in that certain grant deed recorded in Book 91 02-4 Page 1058 in the official records of Sacramento County (the “**Official Records**”).

F. Subject to the terms and conditions set forth in this Agreement, City and the Ojlas have agreed that City shall convey Vacant Parcel 1 to the Ojlas, and in exchange the Ojlas will quitclaim the Access Easement to the City (the “**Quitclaim Deed**”).

G. Concurrently with this Agreement, the City is entering into an separate agreement with Los Rios Community College District (the “**District**”) to transfer Vacant Parcel 2 to the District.

H. The City hereby finds that the transactions contemplated hereby further the health, safety and welfare of the City’s residents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Recitals; Effective Date. The Parties acknowledge that the foregoing recitals are true and correct and are incorporated herein by this reference. The effective date of this Agreement shall be the date first listed above.

2. City Conveyance to Ojlas.

2.1 City Conveyance. Subject to satisfaction of the conditions precedent set forth in this Section, City shall convey to the Ojlas and the Ojlas shall accept from City, Vacant Parcel 1 in accordance with the terms, covenants and conditions set forth herein. The conveyance of Vacant Parcel 1 from City to the Ojlas shall be accomplished by recordation of a grant deed, substantially in the form attached hereto as Exhibit B (“**City Grant Deed**”).

2.2 Conditions Precedent. Notwithstanding anything to the contrary set forth herein, City’s conveyance of the City Property to the Ojlas is expressly conditioned upon satisfaction of the following conditions (“**City Conditions Precedent**”) or City’s written waiver (in City’s sole discretion) of such conditions:

- (i) The Escrow Holder is prepared to record the Quitclaim Deed;
- (ii) The Ojlas have performed all obligations to be performed by the Ojlas pursuant to this Agreement before the Closing Date.
- (iii) The Ojlas representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

3. The Ojlas Conveyance to City.

3.1 The Ojlas Conveyance. Subject to satisfaction of the conditions precedent set forth in this Section the Ojlas, shall quitclaim the Access Easement to City and City shall accept the quitclaim of the Access Easement. The conveyance of the Access Easement shall be accomplished by recordation of the Quitclaim Deed, substantially in the form attached hereto as Exhibit C.

3.2 Conditions Precedent. Notwithstanding anything to the contrary set forth herein, quitclaim of the Access Easement is expressly conditioned upon satisfaction of all the following conditions ("**Ojlas Conditions Precedent**") or Ojlas written waiver of such conditions:

- (i) Escrow Officer is prepared to record the City Grant Deed;
- (ii) City has performed all obligations to be performed by City pursuant to this Agreement before the Closing Date.
- (iii) City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date.

4. Consideration. The Parties hereby agree that the terms of this Agreement represent the entire consideration for the exchange of land set forth in this Agreement.

5. Closing

5.1 Escrow; Escrow Instructions. Not later than thirty (30) days following the Effective Date, the Ojlas and City shall open an escrow at the office of Placer Title Company, 301 University Ave, Suite 120, Sacramento, CA 95825 Attn: Jenny Vega ("**Title Company**" or "**Escrow Agent**") or such other title company as may be mutually agreed upon by the Parties. Upon the opening of escrow, the Parties shall deposit with the Escrow Agent an executed copy of this Agreement, which together with such additional instructions as may be executed by either Party and delivered to the Escrow Agent, shall serve as the escrow instructions of the Ojlas and City for the quitclaim of the Access Easement to City and the conveyance of Vacant Parcel 1 to the Ojlas.

5.2 Close of Escrow; Closing Costs. Each Party shall pay the cost of any title insurance such Party elects to purchase with respect to the property to be acquired by such Party pursuant to this Agreement. The City shall pay all other closing costs and escrow fees (including without limitation recording fees, escrow charges, real estate transfer taxes, and documentary transfer taxes) associated with the close of escrow for the quitclaim of the Access Easement to City ("**City Close of Escrow**") and the conveyance of Vacant Parcel 1 to the Ojlas ("**Ojlas Close of Escrow**").

5.3 Closing; Documents and Funds; Timing. Provided that the conditions set forth in Section 3 have been satisfied, the City Close of Escrow and Ojlas Close of Escrow shall take place as soon as practicable following the deposit into escrow of all the documents described in this Section (each, a “**Closing Date**”). In order to comply with the conditions precedent; the Parties hereby acknowledge that the City Close of Escrow will take place prior to the Ojlas Close of Escrow. The Parties each agree that they shall not unreasonably condition, delay, or withhold consent to an extension of either Closing Date.

A. Ojlas Close of Escrow. Not later than _____, 2022, the Parties shall deposit the following documents into escrow:

(i) City shall deposit the fully-executed City Grant Deed substantially in the form attached hereto as Exhibit B sufficient to convey good and marketable fee simple title to Vacant Parcel 1 free of all title defects and encumbrances except the Permitted Exceptions (as defined in Section 8);

(ii) City and the Ojlas shall each deposit into escrow their respective share of closing costs as set forth in Section 5.2;

(iii) City and the Ojlas shall each deposit such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the Ojlas Close of Escrow.

B. City Close of Escrow. Not later than _____, 2022, the Parties shall deposit the following documents into escrow:

(i) City shall deposit a duly executed and acknowledged Certificate of Acceptance for the City Property, substantially in the form attached to Exhibit C;

(ii) The Ojlas shall deposit a fully-executed Quitclaim Deed substantially in the form of Exhibit C sufficient to quitclaim the Access Easement to City;

(iii) City and the Ojlas shall each deposit into escrow their respective share of closing costs as set forth in Section 5.2; and

(iv) City and the Ojlas shall each deposit such additional duly executed instruments and documents as the Escrow Agent may reasonably require to consummate the City Close of Escrow.

5.4 Prorations. In connection with the conveyance of Vacant Parcel 1 to the Ojlas, the Escrow Agent shall make the following prorations: (i) property taxes and assessments shall be prorated as of the Closing Date based upon the most recent tax bill available, including any property taxes which may be assessed after the Closing Date but which pertain to the period prior to the transfer of title, regardless of when or to

whom notice thereof is delivered; (ii) any bond or assessment that constitutes a lien on Vacant Parcel 1 on the Closing Date shall be assumed by the Ojlas. Any utility and sewer service charges shall be prorated as of the Closing Date.

The Escrow Agent shall close escrow for the quitclaim of the Access Easement to City and the conveyance of Vacant Parcel 1 the Ojlas by:

- (i) causing the Quitclaim Deed to be recorded in the Official Records; and
 - (ii) causing the City Grant Deed to be recorded in the Official Records;
- and
- (ii) issuing the Title Policy (defined in Section 7) for Vacant Parcel 1; and
 - (iii) delivering to City and the Ojlas a conformed copies of the deeds for the property to be conveyed to each entity, indicating recording information thereon.

On each respective Closing Date, possession of Vacant Parcel 1 shall be delivered to the Ojlas and quitclaim of the Access Easement shall be delivered to the City.

6. Title Documents. No later than ten (10) business days following the Effective Date, each Party shall deliver or cause to be delivered to the other Party an updated title report for its Property ("**Preliminary Report**") setting forth all liens, encumbrances, easements, restrictions, conditions, and other matters of record affecting title to that Property ("**Title Exceptions**") together with copies of all instruments referred to therein. Each Party shall approve or disapprove each Title Exception within thirty (30) days following receipt of the Preliminary Report and documents relating to the Title Exceptions. Upon failure to object within such period, any Title Exceptions that are not disapproved shall be deemed to be Permitted Exceptions (as defined in Section 8). If either Party objects to any Title Exception, the other Party shall use its best efforts at its sole expense to remove from title or otherwise satisfy each such exception in a form that is reasonably satisfactory to the requesting Party within thirty (30) days following the date that the objecting Party objects to such exception.

7. Title Policy. It shall be a condition to the close of escrow that Title Company shall deliver to the each Party, no later than seven (7) days prior to each Closing Date, a title commitment for an ALTA Owner's Title Insurance Policy ("**Title Policy**") to be issued by Title Company in an amount to be determined by the Parties, showing title to each Property, subject only to the Permitted Exceptions (as defined in Section 8), including such endorsements as may reasonably be requested by each Party and committing Title Company to issue each Title Policy to its respective Party upon the Close of Escrow.

8. Conveyance of Title. City shall convey by grant deed to the Ojlas marketable fee simple title to Vacant Parcel 1, free and clear of all recorded and unrecorded liens, encumbrances, restrictions, easements, and leases, except: (i) liens for nondelinquent general and special taxes, assessments and/or bonds; and (ii) such other conditions, liens, encumbrances, restrictions, easements and exceptions as set forth in Exhibit D or approved in writing by City for the Access Easement or the Ojlas for Vacant Parcel 1 as provided in Section 6 (all of the foregoing, are collectively hereinafter referred to as the “**Permitted Exceptions**”).

9. Due Diligence.

(a) Feasibility Studies. During the period commencing upon the Effective Date and terminating sixty (60) days thereafter (“**Due Diligence Period**”), City and the Ojlas may undertake further inspection, review and testing of the Access Easement and the City Property, respectively, including without limitation (i) a review of the physical condition of such property, including inspection and examination of soils, environmental condition, and archeological information relating to the property; (ii) completion of Phase I and Phase II, if required, environmental assessments; (iii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the property, and (iv) an evaluation of the property to determine its feasibility for the Party’s intended use. All of the foregoing is hereinafter collectively referred to as “**Feasibility Studies**.” The Parties may consult with or retain civil engineers, contractors, soils and geologic engineers, architects and other specialists in its investigation, and may consult with or retain other consultants to determine if the property is suitable for each Party’s intended use. Each Party shall bear the costs of its Feasibility Studies and consultations.

(b) Contracts, Reports and Investigations. the Ojlas and City each agree to make available within ten (10) business days following the Effective Date, any and all information, studies, reports, investigations, contracts, leases, rental agreements and other obligations concerning or relating to the Property such Party has agreed to convey pursuant to this Agreement which are in such Party’s possession or which are reasonably available to such Party, including without limitation any Phase I Environmental Site Assessments, surveys, studies, reports and investigations concerning the property’s physical, environmental or geological condition, habitability, or the presence or absence of Hazardous Substances in, on or under the Property and its compliance with Environmental Laws (as defined in Section 13).

10. Right of Entry. During the Due Diligence Period, each Party grants to the other and to the other Party’s agents and employees a right of entry, to enter its Property upon reasonable notice for the purpose of inspecting, examining, surveying and reviewing such property in accordance with Section 9. Each Party’s inspection, examination, survey and review of such property shall be at such Party’s sole expense. Each Party shall obtain the other Party’s advance consent to any proposed physical testing of the property, which consent shall not be unreasonably conditioned, withheld

or delayed. Physical tests shall be scheduled during normal business hours unless otherwise approved by the owner of the property to be tested. Each Party agrees to indemnify the other Party and to hold the other Party harmless from and against all liability, loss, cost, damage and expense (including, without limitation, reasonable attorney's fees and costs of litigation) resulting from such Party's activities pursuant to this Section. This Section will survive the expiration or termination of this Agreement and the Close of Escrows.

11. "As Is" Purchase. Except as otherwise specified in this Agreement, each Party agrees to accept the Property conveyed to it pursuant to this Agreement, including the land, all buildings, structures, improvements, equipment, and operating systems located on or under the land "AS IS, WHERE IS" and in its current state and condition, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, including Hazardous Substances and any other environmental conditions or hazards, if any, that may be located on, under, or around the Property, whether known or unknown, suspected or unsuspected, actual or potential, and each Party assumes all responsibility for any such faults, defects, and conditions as of the Close of Escrow.

12. Representations, Warranties, and Covenants.

12.1 Representations and Warranties. Each Party hereby represents, warranties, and covenants that except as disclosed in writing to the other Party, as of the Effective Date and as of the Close of Escrow: (i) no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (ii) Party knows of no pending actions, suits, condemnation or other proceedings against or affecting the Property or any portion thereof or the interest of Party in the Property; (iii) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property or any portion thereof; (iv) Party knows of no receipt of notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are in violation of any Environmental Law; and (v) Party has disclosed all material facts concerning the Property.

12.2 Additional Representations. Each Party further represents and warrants that this Agreement and all other documents to which it is a party and delivered or to be delivered in connection herewith shall at the time of their delivery: (a) have been duly authorized, executed, and delivered; (b) be the binding obligations of that Party; (c) collectively be sufficient to transfer all of that Party's right, title and interest in and to the Property; and (d) not be in violation of the provisions of any agreement to which Party is a party or which affects the Property. Each Party further represents and warrants that the persons who have executed this Agreement on behalf of that Party are authorized to do, that it has the legal right to enter into this Agreement and to perform all of its terms and conditions, and that this Agreement is enforceable against the Party in accordance with its terms.

12.3 Covenants. Each Party covenants that from the Effective Date and through the Close of Escrow, it: (i) shall not willingly permit any liens, encumbrances, or easements to be placed on its Property other than Permitted Exceptions; (ii) shall not without the prior written consent of the other Party, enter into any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Property that would be binding on the other Party or the Property after the Close of Escrow; (iii) shall not permit except as specifically provided herein with respect to the demolition required on the Access Easement, any act of waste or act that would tend to diminish the value of the Property for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Property in its condition as of the date hereof, ordinary wear and tear excepted, and shall with respect to the Access Easement manage the Property substantially in accordance with the Ojlas's established practices.

12.4 Notification. Each Party shall notify the other Party of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If either Party reasonably believes that any fact materially and adversely affects the Property, such Party shall have the option to terminate this Agreement by delivering written notice thereof to other Party. In the event either Party elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of each Party shall be returned to that Party, and all rights and obligations hereunder shall terminate.

13. Mutual Release & Indemnity. Each Party (i) releases and forever discharges the other Party from any and all claims and causes of action under or with respect to any Environmental Laws, including without limitation the California Hazardous Substance Account Act, California Health and Safety Code Section 25300 *et seq.*, (including section 25359.7), the Comprehensive Environmental Response, Compensation, and Liability Act, ("CERCLA") title 42 U.S.C. section 9601 *et seq.*, the Resource Conservation and Recovery Act ("RCRA") title 42 U.S.C. section 6901 *et seq.*; and the Clean Water Act, title 33 U.S.C. section 2601 *et seq.*, as these laws may be amended in the future; and (ii) agrees to defend (with counsel approved by both Parties, which approval will not be unreasonably withheld) indemnify, protect and hold the other Party free and harmless from any claim, liability, damages of any kind, attorneys' fees, costs, etc. arising out of or resulting from the physical condition or use of the Property on or after Close of Escrow, including, without limitation, due to the presence of Hazardous Substances on the Property, as well as any claims or causes of action threatened or made by anyone relating to the condition or use of the Property, including, without limitation, third parties adjoining property owners, governmental agencies, or claims brought under Proposition 65, California Health and Safety Code Sections 25249.5-25249.13.

13.1 **"Hazardous Substances"** means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a

“hazardous substance”, “hazardous material”, “hazardous waste”, “extremely hazardous waste”, “infectious waste”, “toxic substance”, “toxic pollutant”, or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term “hazardous substances” shall also include asbestos or asbestos-containing materials, radon, methyl tertiary butyl ether, perchlorate, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

13.2 “**Environmental Laws**” means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Substances, or the protection of the environment or human, plant or animal health.

14. Miscellaneous Provisions.

14.1 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant hereto shall be made in writing, and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice shall be deemed delivered upon receipt;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(iii) nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) day after deposit with such courier; or

(iv) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

City: **City of Rancho Cordova**
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: City Manager

the Ojlas: The Ojlas

_____, CA _____
Attention: _____

14.2 Attorneys' Fees. In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement, the prevailing party shall recover reasonable attorneys' fees and other costs, including but not limited to court costs and expert and consultants fees incurred in connection with such action, in addition to any other relief awarded.

14.3 Escrow Cancellation Charges. If the escrow fails to close by reason of a default by the Ojlas or City hereunder, such defaulting party shall pay all escrow or other Title Company charges. If the escrow fails to close for any reason other than default by the Ojlas or City, then the Ojlas and City shall each pay one-half of such charges.

14.4 Amendments; Assignment. This Agreement may be amended only by a written instrument executed by the Parties hereto or their successors in title.

14.5 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

14.6 Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenant or condition, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

14.7 Default and Remedies. An event of default ("**Default**") under this Agreement shall occur if either Party fails to comply with any of such Party's covenants or obligations set forth herein and does not cure such failure within ten (10) days after receipt of written notice thereof (or in the case of a non-monetary default, fails to commence to cure such default within such 10-day period and fails to thereafter proceed with due diligence to cure such default.) Upon the occurrence of an event of default hereunder the Parties may pursue all remedies at law or in equity including the remedy of specific performance. The rights and remedies of the Parties hereunder are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by either Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default.

14.8 Entire Agreement. This Agreement, together with Exhibits A through D which are hereby incorporated by reference, contains the entire agreement between the

Parties with respect to the subject matter hereof, and supersedes all prior negotiations, documents and discussions pertaining thereto.

14.9 Binding Effect; Due Authorization. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties hereto. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor, heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

14.10 Parties Not Co-Venturers; No Brokers. Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers, or principal and agent with one another. Each Party hereby represents and warrants to the other Party that it has retained no broker or other party to whom a commission or finder's fee is due with respect to the transactions contemplated hereby. Each Party agrees to defend, indemnify, and hold the other Party harmless from and against all claims, losses, costs, expenses and liabilities arising in connection with a breach of this representation and warranty by the indemnifying party. The terms of this Section shall survive the expiration or earlier termination of this Agreement and shall survive Close of Escrow.

14.11 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties or by any third person, to be for the benefit of any third party, nor shall any third party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Ojlas or City of any of the provisions of this Agreement.

14.12 Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

14.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

14.14 Further Assurances. The Parties each agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such actions, as either shall reasonably request or as may be necessary to carry out the intent of this Agreement.

14.15 Governing Law; Time is of the Essence. This Agreement shall be interpreted under and pursuant to the laws of the State of California without regard to principle of conflicts of laws. Time is of the essence and is a material term for all conditions and provisions contained in this Agreement.

14.16 No Merger; Survival of Representations. The obligations stated herein which are intended to operate after the Close of Escrow, including without limitation indemnification obligations, shall not merge with the transfer of title but shall remain in effect until fulfilled as provided herein. Without limiting the generality of the foregoing, the representations and warranties made by each Party shall survive Close of Escrow.

14.17 Indemnification. Each Party shall indemnify, defend and hold harmless the other Party and its respective boards, commissions, and elected and appointed officials, employees, agents and contractors (collectively "**Indemnitees**") from and against all claims, actions, proceedings, demands, liabilities, judgments, losses, expenses (including reasonable attorneys' fees and expenses) and costs (collectively "**Claims**") arising out of or related to this Agreement including any claim, action or proceeding to attack, set aside, void or annul this Agreement or any part hereof. Each Party shall promptly notify the other Party of any such Claim. Nothing contained in this Section shall prohibit a Party from participating in a defense of any Claim, and if it chooses to do so, it shall be reimbursed for its reasonable attorneys' fees and expenses. The provisions of this Section shall survive the expiration or termination of this Agreement and Close of Escrow.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and the Ojlas have executed this Agreement as of the Effective Date first written above.

CITY
City of Rancho Cordova

By: _____
City Manager

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

THE OLJAS:

By: _____

Its: _____

Exhibit A

DEPICTION OF PROPERTY PARCELS
(Attach legal descriptions)



NOT TO SCALE



Mark R. Herrick 4/26/2022

NORTHSTAR DATE
MARK R. HERRICK, PLS 8323



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
PHONE: (530) 893-1600 www.northstareng.com

JOB TITLE:

EXHIBIT A

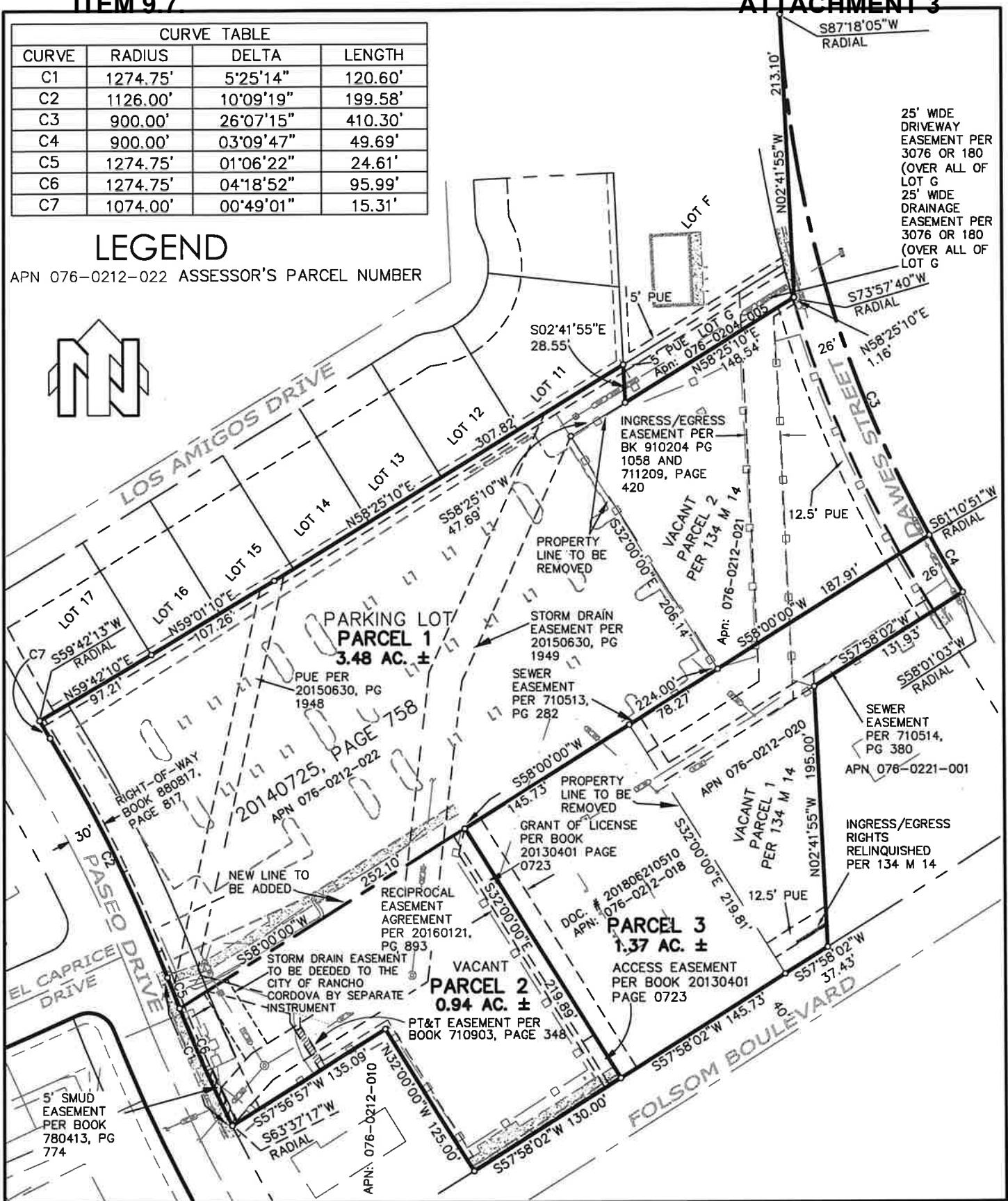
PLAT TO ACCOMPANY
BOUNDARY LINE ADJUSTMENT
LEGAL DESCRIPTION

SCALE:	NO SCALE
JOB NO.:	20-101
DATE:	4/2022
DRAWN BY:	MH
CHECKED BY:	
SHEET NO.:	1 OF 2

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1274.75'	5°25'14"	120.60'
C2	1126.00'	10°09'19"	199.58'
C3	900.00'	26°07'15"	410.30'
C4	900.00'	03°09'47"	49.69'
C5	1274.75'	01°06'22"	24.61'
C6	1274.75'	04°18'52"	95.99'
C7	1074.00'	00°49'01"	15.31'

LEGEND

APN 076-0212-022 ASSESSOR'S PARCEL NUMBER



111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926
 PHONE: (530) 893-1600 www.northstareng.com

JOB TITLE:

EXHIBIT A
PLAT TO ACCOMPANY
BOUNDARY LINE ADJUSTMENT
SHOWING TOPOGRAPHIC
FEATURES

SCALE: 1" = 100'

JOB NO.: 20-101

DATE: 4/2022

DRAWN BY: MH

CHECKED BY:

SHEET NO.: 2 OF 2

Exhibit A
Vacant Parcel 1 Legal Description

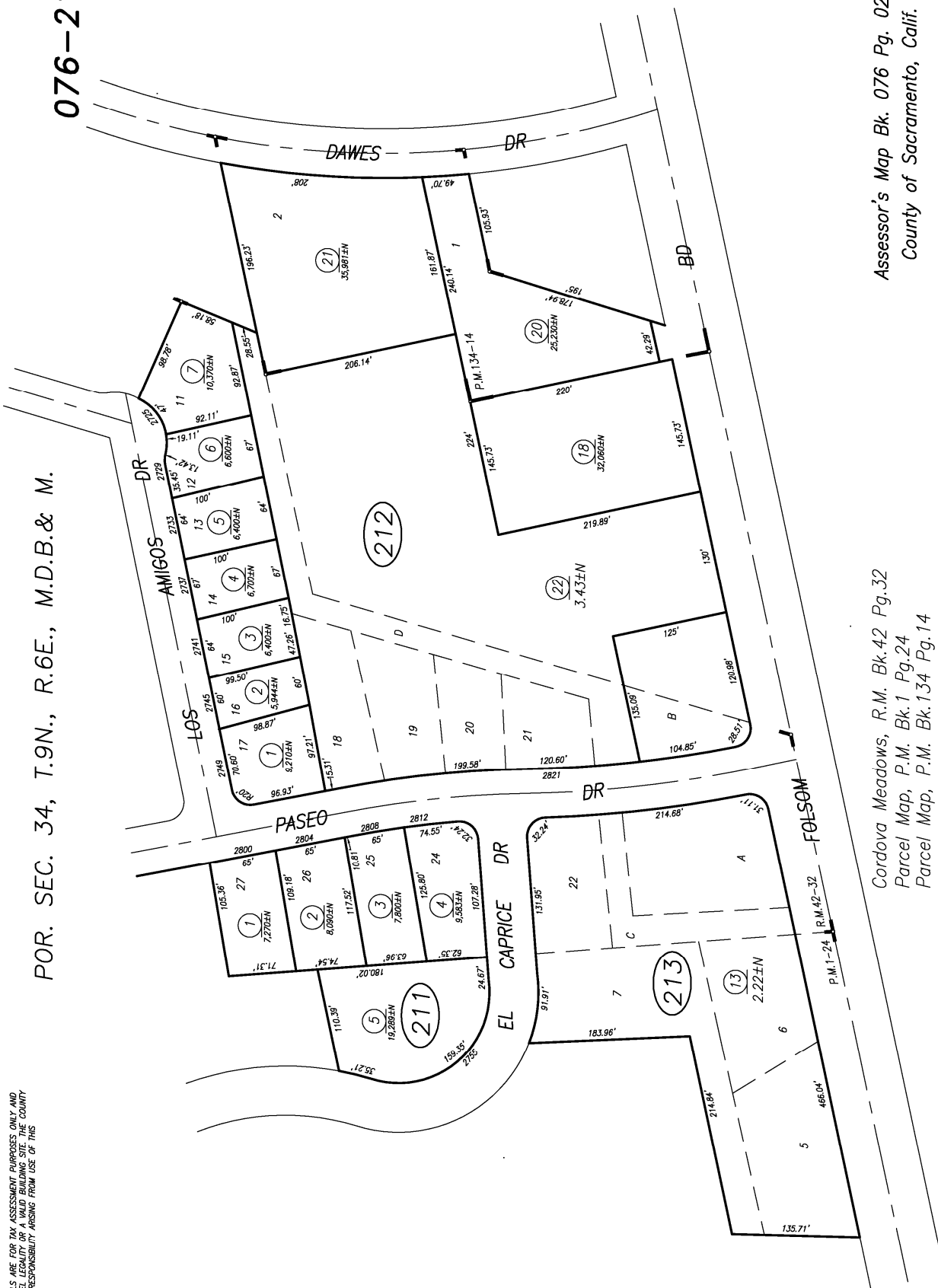
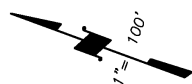
The land described herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, described as follows:

Parcel 1 as shown on that certain Parcel Map entitled "A Portion of John Studaris 4.02 4cres, Per A. Survey106 and a portion of Lot B of Cordova Park Unit No. 2142 Maps 171" , which map was filed for record January 11, 1993, in Book 134 of Parcel Maps, Page 14 , records of said county.

APN: 076-0212-020-0000

POR. SEC. 34, T.9N., R.6E., M.D.B.& M.

076-21



Assessor's Map Bk. 076 Pg. 021
County of Sacramento, Calif.

Cordova Meadows, R.M. Bk. 42 Pg. 32
Parcel Map, P.M. Bk. 1 Pg. 24
Parcel Map, P.M. Bk. 134 Pg. 14

DISCLAIMER: ASSESSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.

Exhibit A
Vacant Parcel 2 Legal Description

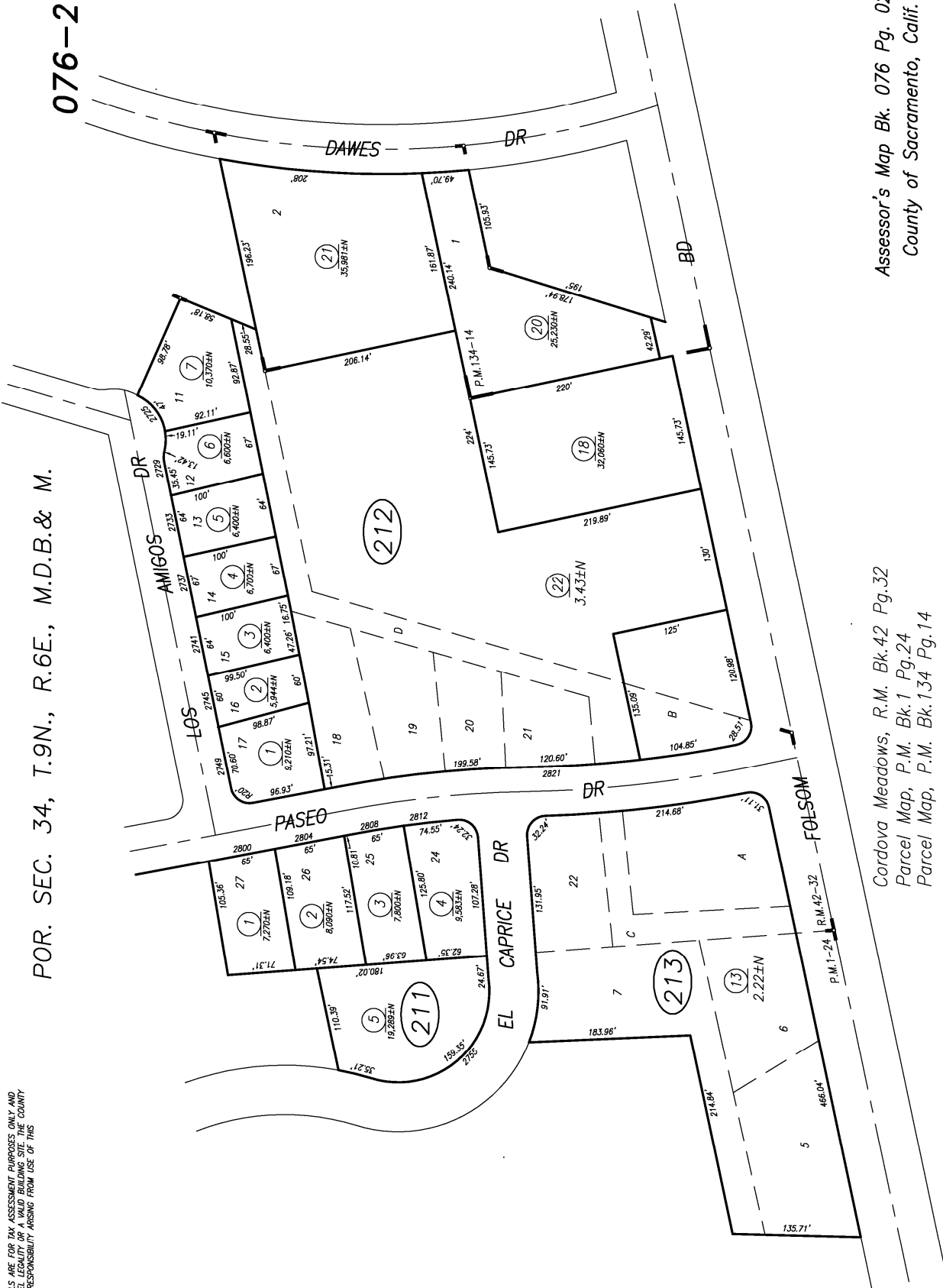
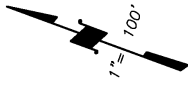
The land described herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, described as follows:

Parcel 2 as shown on that certain Parcel Map entitled "A Portion of John Studaris 4.02 4cres, Per A. Survey106 and a portion of Lot B of Cordova Park Unit No. 2142 Maps 171" , which map was filed for record January 11, 1993, in Book 134 of Parcel Maps, Page 14 , records of said county.

076-0212-021-0000

POR. SEC. 34, T.9N., R.6E., M.D.B.& M.

076-21



Assessor's Map Bk. 076 Pg. 021
County of Sacramento, Calif.

Cordova Meadows, R.M. Bk. 42 Pg. 32
Parcel Map, P.M. Bk. 1 Pg. 24
Parcel Map, P.M. Bk. 134 Pg. 14

DISCLAIMER: ASSESSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.

EXHIBIT "A"
EXCHANGE DESCRIPTION DESCRIPTION
(LOS RIOS COMMUNITY COLLEGE TO CITY OF RANCHO CORDOVA)

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014, under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

COMMENCING at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22" to the **TRUE POINT OF BEGINNING** of the herein described parcel;

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, South 32°00'00" East, 219.89 feet to an angle point in said boundary;

Thence, along said boundary, South 57°58'02" West, 130.00 feet to an angle point in said boundary;

Thence, along said boundary, North 32°00'00" West, 125.00 feet to an angle point in said boundary;

Thence, along said boundary, South 57°56'57" West, 135.09 feet to an angle point in said boundary, said point being located at the beginning of a non-tangent 1274.75 foot radius curve, concave northeasterly, from which point the radius point bears North 63°37'17" East;

Thence, along said boundary, Northerly, 95.99 feet along said curve, through a central angle of 04°18'52" to the point of beginning.

Containing 0.94 acres more or less.

Mark R. Herrick
NorthStar
Mark R. Herrick, PLS 8323



4/26/2022
Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.

Exhibit A**Legal Description of the "Vacant Parcel 2 Access Easement"**

A non-exclusive easement as an appurtenance and for the benefit of Parcel 1 above for ingress and egress and driveway purposes, more particularly described as follows:

An easement for driveway purposes over and across a strip of land 25 feet in width extending from the East line of said Cordova Meadows to the East line of a 72.622 acre tract of land described in the deed from David R. McKinley and Vivian McKinley, his wife, to Sacramento Abstract and Title Co., a corporation, recorded August 15, 1955, in Book 2895 of Official Records of Sacramento County, at page 646, the Southeasterly line of which is described as follows:

Beginning at a corner of said Cordova Meadows, which corner is located South 02° 41' 30" East 28.55 feet from the Southeast corner of Lot 11 of said Cordova Meadows; thence North 58° 25' 10" East to the Southeast corner of said 72.622 acre tract, being the Northeasterly extension of said Lot D.

EXHIBIT "A"
PARCEL 1 RESULTANT DESCRIPTION

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being Parcel 2 as shown on that certain Parcel Map entitled "A Portion of the John Studarus 4.092 Acres", filed for record in the office of the Recorder of Sacramento County on January 11, 1993 in Book 134 of Parcel Maps, at Page 14, and a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014 under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

BEGINNING at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22";

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, North 58°00'00" East, 224.00 feet to an angle point in said Parcel, said point also being the most southerly corner of said Parcel 2 as shown on said Book 134 of Parcel Maps, at Page 14;

Thence, along the southerly line of said Parcel 2, North 58°00'00" East, 187.91 feet to the southeasterly corner of said Parcel 2, and being the centerline of Dawes Street as shown on said Map, being located at the beginning of a non-tangent 900.00 foot radius curve, concave northeasterly, from which point the radius point bears North 61°10'51" East;

Thence, along the easterly boundary of said Parcel 2 and the centerline of Dawes Street, Northerly, 410.30 feet along said curve, through a central angle of 26°07'15" to the most northerly corner of said Parcel 2 as shown on said Map;

Thence, along the boundary of said Parcel 2, South 02°41'55" East, 213.10 feet to an angle point in said Parcel 2;

Thence, along said boundary, South 58°25'10" West, 1.16 feet to the southeast corner of said Lot G and being on the westerly right-of-way line of Dawes Street;

Thence, along the southerly boundary of said Lot G, South 58°25'10" West, 148.54 feet to the southwesterly corner of said Lot G;

Thence, along the westerly boundary of said Lot G, North 02°41'55" West, 28.55 feet to the northwest corner of said Lot G and also being the northeast corner of said Parcel as described in said Book 20140725, at Page 0758;

Thence, along the north line of said Parcel as described in said Book 20140725, at Page 0758 the following courses:

1. South 58°25'10" West, 307.82 feet;
2. Thence South 59°01'10" West, 107.26 feet;
3. Thence South 59°42'10" West, 97.21 feet to the point of beginning.

Containing 3.48 acres more or less.

Mark R. Herrick

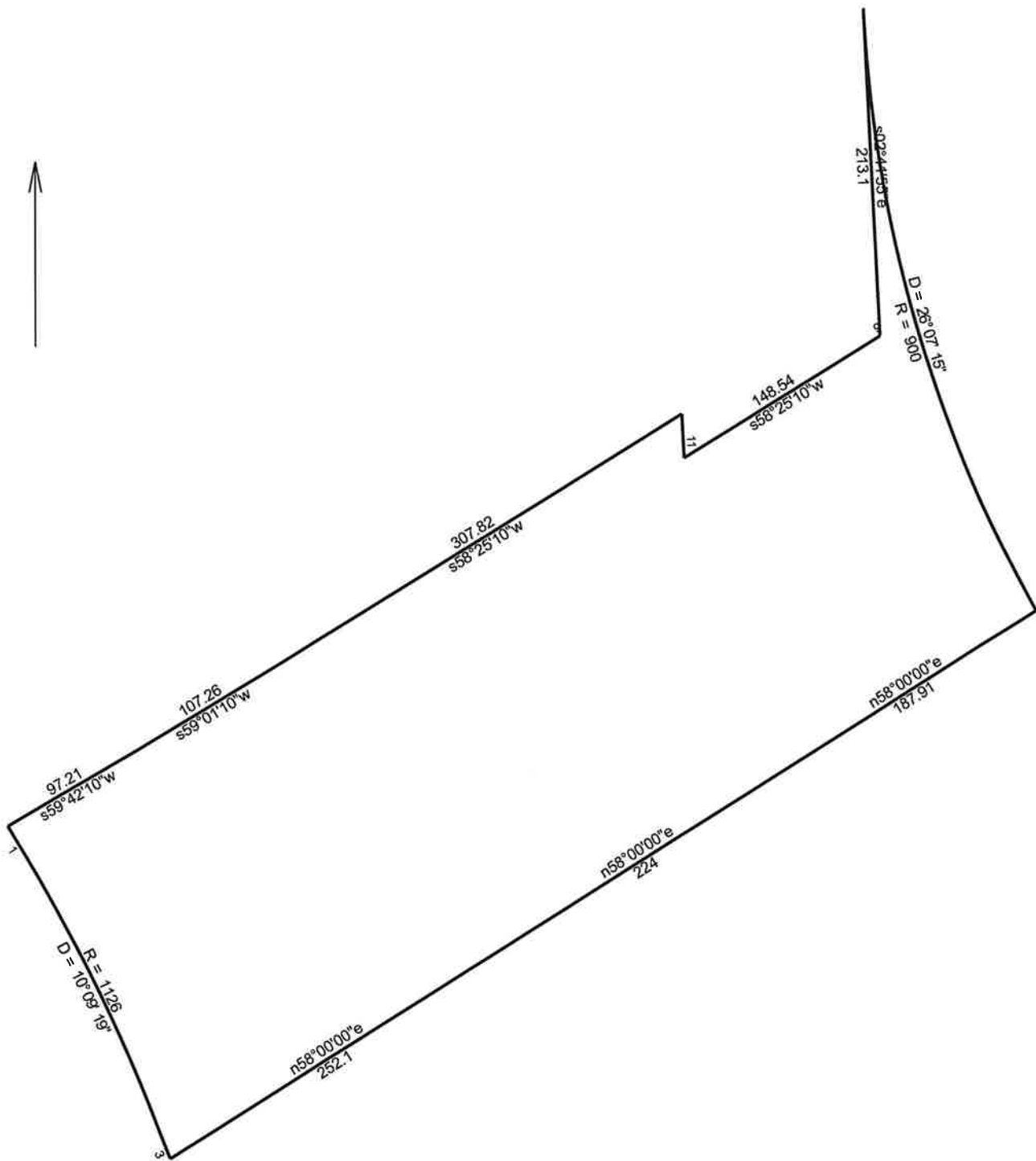
NorthStar
Mark R. Herrick, PLS 8323



4/26/2022

Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.



4/26/2022

Scale: 1 inch= 100 feet

File: PARCEL 1 CLOSURE REV-1.ndp

Tract 1: 3.4819 Acres (151671 Sq. Feet), Closure: n32.1450w 0.01 ft. (1/339514), Perimeter=2217 ft.

01 Lt, r=1074.00, delta=000.4901, radial=n59.4213e

11 n02.4155w 28.55

02 Rt, r=1126.00, delta=010.0919

12 s58.2510w 307.82

03 Lt, r=1274.75, delta=001.0622

13 s59.0110w 107.26

04 n58.0000e 252.1

14 s59.4210w 97.21

05 n58.0000e 224

06 n58.0000e 187.91

07 Rt, r=900.00, delta=026.0715, radial=n61.1051e

08 s02.4155e 213.1

09 s58.2510w 1.16

10 s58.2510w 148.54

EXHIBIT "A"
PARCEL 2 RESULTANT DESCRIPTION

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being a portion of that certain parcel as described in that certain Boundary Line Adjustment deed recorded on July 25, 2014, under Book 20140725, Page 0758, Sacramento County Recorder's Office more particularly described as follows:

COMMENCING at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22" to the **TRUE POINT OF BEGINNING** of the herein described parcel;

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to an angle point in the boundary of said Parcel;

Thence, along the boundary of said Parcel, South 32°00'00" East, 219.89 feet to an angle point in said boundary;

Thence, along said boundary, South 57°58'02" West, 130.00 feet to an angle point in said boundary;

Thence, along said boundary, North 32°00'00" West, 125.00 feet to an angle point in said boundary;

Thence, along said boundary, South 57°56'57" West, 135.09 feet to an angle point in said boundary, said point being located at the beginning of a non-tangent 1274.75 foot radius curve, concave northeasterly, from which point the radius point bears North 63°37'17" East;

Thence, along said boundary, Northerly, 95.99 feet along said curve, through a central angle of 04°18'52" to the point of beginning.

Containing 0.94 acres more or less.

Mark R. Herrick

NorthStar

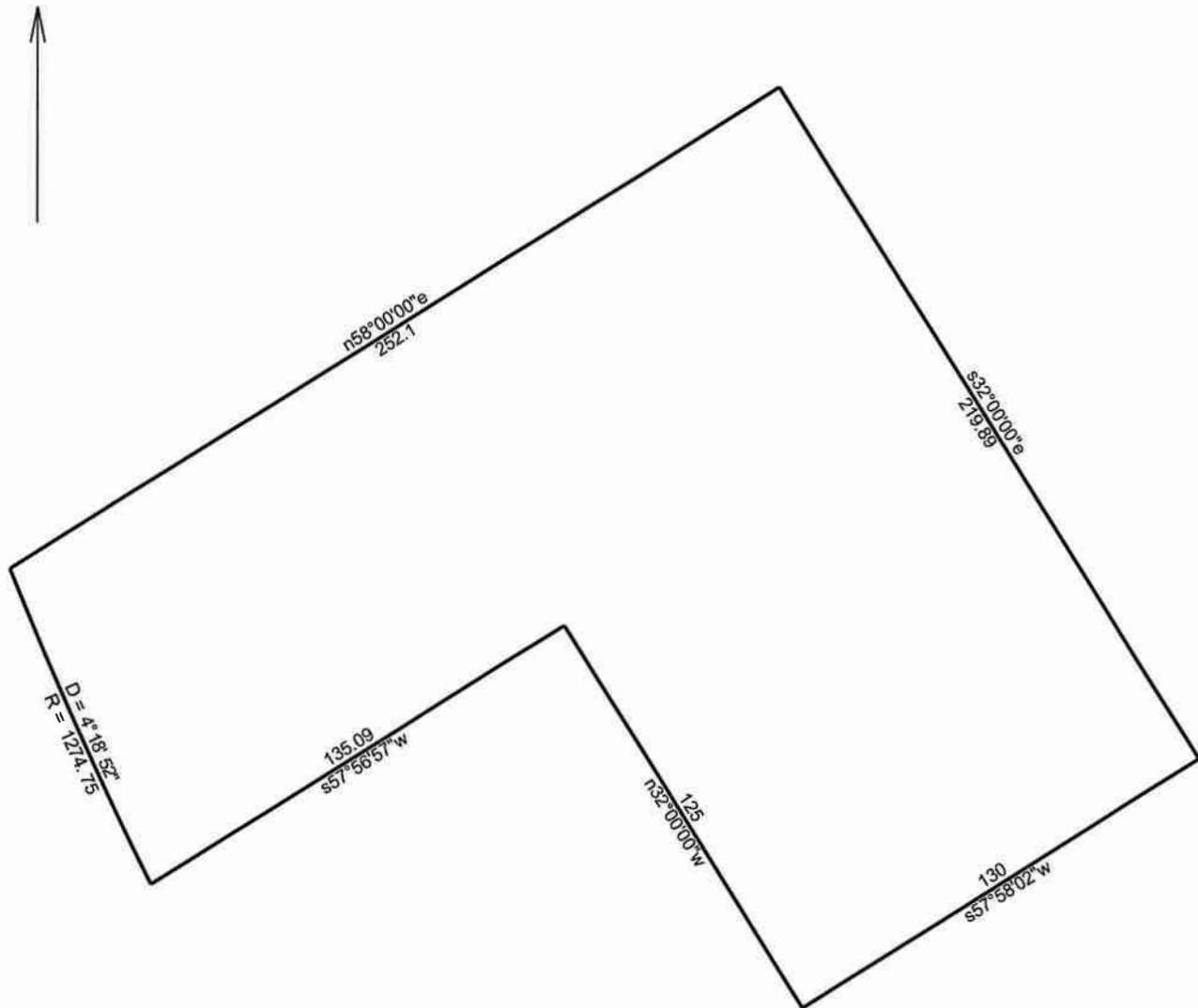
Mark R. Herrick, PLS 8323



4/26/2022

Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.



7/15/2021

Scale: 1 inch= 50 feet

File: PARCEL 2 CLOSURE.ndp

Tract 1: 0.9382 Acres (40868 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/818676), Perimeter=958 ft.

01 n58.0000e 252.1

02 s32.0000e 219.89

03 s57.5802w 130

04 n32.0000w 125

05 s57.5657w 135.09

06 Rt, r=1274.75, delta=004.1852, radial=n63.3717e

EXHIBIT "A"
PARCEL 3 RESULTANT DESCRIPTION

All that certain real property situate in the City of Rancho Cordova, County of Sacramento, State of California described as follows:

Being Parcel 1 as shown on that certain Parcel Map entitled "A Portion of the John Studarus 4.092 Acres", filed for record in the office of the Recorder of Sacramento County on January 11, 1993, in Book 134 of Parcel Maps, at Page 14, and Parcel 1 as described in that certain grant deed recorded June 21, 2018, under Document Number 201806210510, Sacramento County Recorder's Office more particularly described as follows:

COMMENCING at the northwesterly corner of said Parcel as described in said Book 20140725, Page 0758, said point being located at the beginning of a 1074.00 foot radius curve, concave northeasterly, from which point the radius point bears North 59°42'13" East;

Thence, along the westerly boundary of said Parcel, Southerly, 15.31 feet along said curve, through a central angle of 00°49'01" to the beginning of a 1126.00 foot radius reverse curve, concave southwesterly;

Thence, along said westerly boundary, Southerly, 199.58 feet along said curve, through a central angle of 10°09'19" to the beginning of a 1274.75 foot radius reverse curve, concave northeasterly;

Thence, along said westerly boundary, Southerly, 24.61 feet along said curve, through a central angle of 01°06'22";

Thence, leaving said westerly boundary, North 58°00'00" East, 252.10 feet to the **TRUE POINT OF BEGINNING** of the herein described parcel, said point being the northwesterly corner of said Parcel 1 as described in said Document Number 201806210510;

Thence, along the boundary of said Parcel 1, South 32°00'00" East, 219.89 feet to the southwesterly corner of said Parcel 1;

Thence, along said boundary of said Parcel 1 and the southerly boundary of said Parcel 1 per said Book 134 of Parcel Maps, at Page 14, North 57°58'02" East, 183.16 feet to the southeasterly corner of said Parcel 1 per said Book 134 of Parcel Maps, at Page 14;

Thence, along the boundary of said Parcel 1, North 02°41'55" West, 195.00 feet to an angle point in said Parcel 1;

Thence, along the boundary of said Parcel 1, North 57°58'02" East, 131.93 feet to an angle point in said boundary, said point being located in the centerline of Dawes Street as shown on said Map and being located at the beginning of a non-tangent 900.00 foot radius curve, concave northeasterly, from which point the radius point bears North 58°01'03" East;

Thence, along said boundary of said Parcel 1, Northerly, 49.69 feet along said curve, through a central angle of 03°09'47" to the northwesterly corner of said Parcel 1;

Thence, along the boundary of said Parcel 1 per said Book 134 of Parcel Maps, at Page 14 and the boundary of said Parcel 1 per said Document Number 201806210510, South 58°00'00" West, 411.91 feet to the point of beginning.

Containing 1.37 acres more or less.

Mark R. Herrick

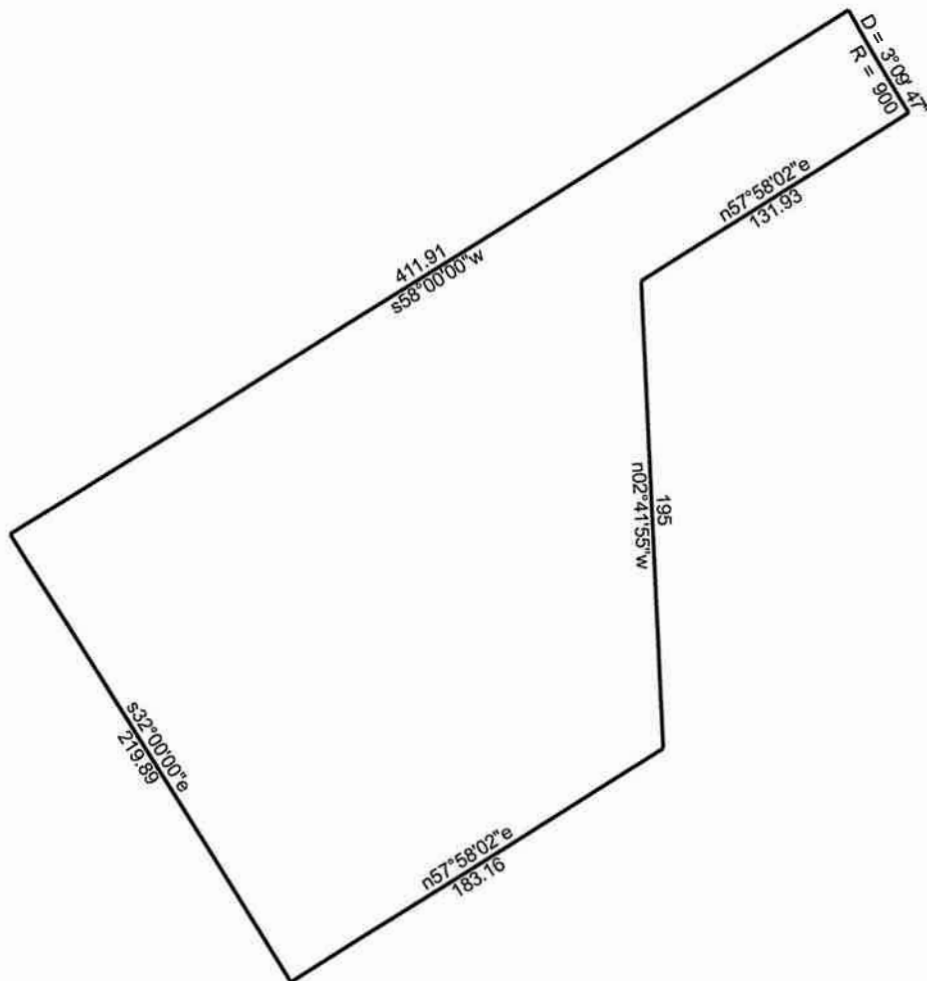
NorthStar
Mark R. Herrick, PLS 8323



4/26/2022

Date

This deed is made and given for the purpose of confirming the boundary lines of the subject property of this deed pursuant to the boundary line adjustment recording concurrently herewith.



7/15/2021

Scale: 1 inch= 80 feet

File: PARCEL 3 CLOSURE.ndp

Tract 1: 1.3707 Acres (59706 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1192 ft.

01 s32.0000e 219.89

02 n57.5802e 183.16

03 n02.4155w 195

04 n57.5802e 131.93

05 Rt, r=900.00, delta=003.0947, radial=n58.0103e

06 s58.0000w 411.91

Exhibit B**FORM OF CITY GRANT DEED**

Recording Requested by
and when Recorded, return to:

Balbir and Mohan Ojla

_____, CA 95825

Attn: _____

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE
§§6103, 27383

APN: 076-0212-020

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$0 – No Consideration
City Transfer Tax: \$0.00

For valuable consideration, receipt of which is hereby acknowledged, the City of Rancho Cordova, a California municipal corporation ("**Grantor**") hereby grants to Balbir Singh Ojla and Mohan Kaur Ojla, Trustees of the Ojla Family Trust ("**Grantee**") all that real property located on Dawes Street in the City of Rancho Cordova, California (the "**City**") known as Sacramento County Assessor's Parcel No. 076-0212-020, as more particularly described on Attachment 1 attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ of _____, 2022.

GRANTOR:
CITY OF RANCHO CORDOVA

By: _____

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____

3884536.1

B-1

Land Exchange Agreement
Ojlas Family Trust

City Attorney

SIGNATURES MUST BE NOTARIZED

ATTACHMENT 1 TO GRANT DEED
PROPERTY

(Attach legal description of City Property to be conveyed to the Ojlas)

**Exhibit B Attachment 1
Vacant Parcel 1 Legal Description**

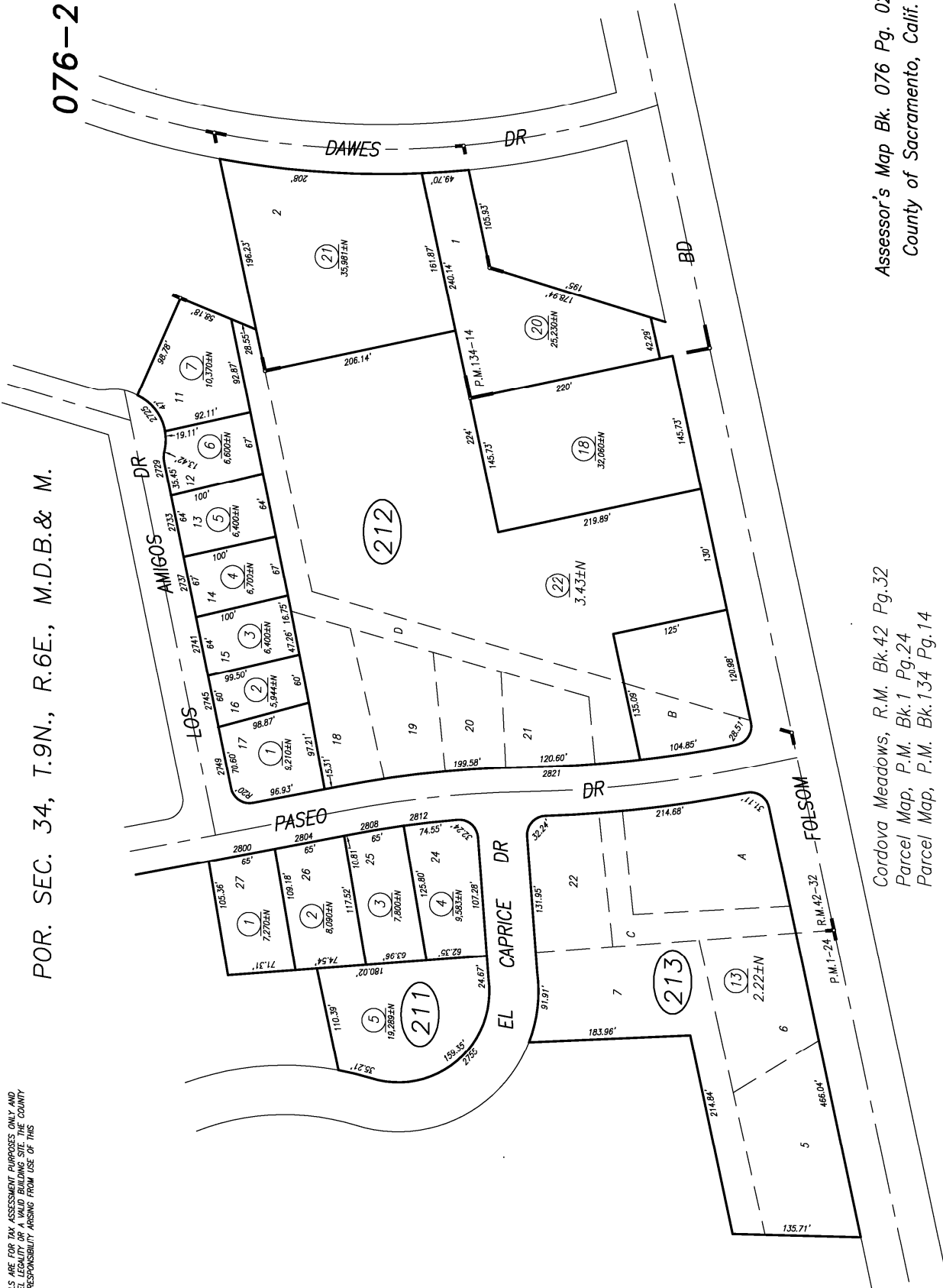
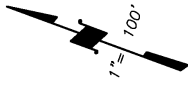
The land described herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, described as follows:

Parcel 1 as shown on that certain Parcel Map entitled "A Portion of John Studaris 4.02 4cres, Per A. Survey106 and a portion of Lot B of Cordova Park Unit No. 2142 Maps 171" , which map was filed for record January 11, 1993, in Book 134 of Parcel Maps, Page 14 , records of said county.

APN: 076-0212-020-0000

POR. SEC. 34, T.9N., R.6E., M.D.B.& M.

076-21



Assessor's Map Bk. 076 Pg. 021
County of Sacramento, Calif.

Cordova Meadows, R.M. Bk.42 Pg.32
Parcel Map, P.M. Bk.1 Pg.24
Parcel Map, P.M. Bk.134 Pg.14

DISCLAIMER: ASSESSORS PARCELS ARE FOR TAX ASSESSMENT PURPOSES ONLY AND DO NOT INDICATE EITHER PARCEL LEGALITY OR A VALID BUILDING SITE. THE COUNTY OF SACRAMENTO ASSUMES NO RESPONSIBILITY ARISING FROM USE OF THIS INFORMATION.

Exhibit C**FORM OF QUITCLAIM DEED**

Recording Requested by
and when Recorded, return to:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 93926
Attn: City Clerk

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

QUITCLAIM DEED

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$0 – No Consideration
City Transfer Tax: \$0.00

☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☒ City of Rancho Cordova

Balbir Singh Ojla and Mohan Kaur Ojla, Trustees of the Ojla Family Trust ("**Grantor**"), does hereby remise, release, and quitclaim to the City of Rancho Cordova, a California municipal corporation, the following real property described in the grant deed recorded in Book 91 02-4 Page 1058 in the official records of Sacramento County (the "**Official Records**"), as more particularly described in Attachment 1 attached hereto and made a part hereof

IN WITNESS WHEREOF, Grantor executed this Quitclaim Deed as of _____, 2022.

Grantor:

By: _____

Name: _____

By: _____

Name: _____

Its: _____

C-1

3884536.1

Land Exchange Agreement

SIGNATURES MUST BE NOTARIZED

ATTACHMENT 1 TO QUITCLAIM DEED
PROPERTY

(Attach legal description of Access Easement to be conveyed to City)

Exhibit C Attachment 1**Legal Description of the "Vacant Parcel 2 Access Easement"**

A non-exclusive easement as an appurtenance and for the benefit of Parcel 1 above for ingress and egress and driveway purposes, more particularly described as follows:

An easement for driveway purposes over and across a strip of land 25 feet in width extending from the East line of said Cordova Meadows to the East line of a 72.622 acre tract of land described in the deed from David R. McKinley and Vivian McKinley, his wife, to Sacramento Abstract and Title Co., a corporation, recorded August 15, 1955, in Book 2895 of Official Records of Sacramento County, at page 646, the Southeasterly line of which is described as follows:

Beginning at a corner of said Cordova Meadows, which corner is located South 02° 41' 30" East 28.55 feet from the Southeast corner of Lot 11 of said Cordova Meadows; thence North 58° 25' 10" East to the Southeast corner of said 72.622 acre tract, being the Northeasterly extension of said Lot D.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated the ____ of _____, 20__ from Balbir Singh Ojla and Mohan Kaur Ojla, Trustees of the Ojla Family Trust ("Grantor") to the City of Rancho Cordova, a California municipal corporation ("City") is hereby accepted on behalf of the City by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by resolution of the City Council adopted on the ____ of _____, 20__, and that the City consents to recordation of the Quitclaim Deed by its duly authorized officer.

Dated _____, 20__

CITY

By: _____

To: ☐ Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

From: City of Rancho Cordova
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670

☒ County Clerk-Recorder
Sacramento County
600 8th Street
Sacramento, CA 95814

Project Title: **EXCHANGE OF PROPERTY LOCATED AT 10275 FOLSOM BLVD & 10275 DAWES STREET**

Project Location: 10275 Folsom Blvd & 10275 Dawes Street

Assessor's Parcel Number(s): 076-0212-020-0000, 076-0212-021-0000

Project Description: The City of Rancho Cordova proposes to exchange two vacant, properties located at 10275 Folsom Blvd and 10275 Dawes Street, approximately 1.53 acres, with the Los Rios Community College District and the Ojla Family Trust for an adjacent vacant property owned by the District, the vacant portion of APN 076-0212-022-0000, approximately 1 acre, and an Access Easement owned by the Ojla Family Trust over the project location parcels. No construction is proposed for the exchanged sites and a specific use has not been identified for the exchanged sites at this time.

Lead Agency: City of Rancho Cordova

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

Exemption Status: ☐ Ministerial [Section 21080(b); 15268];
☐ Declared Emergency [Section 21080(b)(3); 15269(a)];
☐ Emergency Project [Section 21080(b)(4); 15269(b)(c)];
☒ **General Rule [Section 15061(b)(3)];**
☐ Categorical Exemption [Section 15301(a), Existing Facilities];
☐ Approval of Rates, Tolls, Fares, and Charges [Section 21080(b)(8)(D)];
☐ Statutory Exemption [Section 15273(a)(4)].

REASONS WHY THIS PROJECT IS EXEMPT OR DOES NOT REQUIRE FURTHER ENVIRONMENTAL DOCUMENTATION:

The project is exempt under State CEQA Guidelines [Section 15061(b)(3)], which states:

(b) A project is exempt from CEQA if:

(3) The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

ITEM 9.7**ATTACHMENT 4**

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The acquisition of property by a public agency is a project as defined by CEQA. Pursuant to CEQA Guidelines Section 15061(b)(3), an activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The activity is not subject to CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

The City is currently purchasing the property. While future development of the property is assumed, the type and intensity of development cannot be determined, and it would be speculative to identify the type and level of development that would ultimately be constructed on site and the potential effects of that development. Pursuant to CEQA Guidelines Section 15145, if an impact is too speculative for evaluation the agency not required to, nor should it, engage in speculation and should terminate the discussion. It should be noted that, at such time as development is proposed for the site, a project-level analysis can and will be prepared to disclose potential environmental impacts of that development. However, because the current action would only result in the change of ownership of the property and no physical changes would occur on the site that could result in physical environmental effects, the activity is not subject to CEQA pursuant to CEQA Guidelines section 15061(b)(3).

By 
Stefan Heisler, Environmental Coordinator
City of Rancho Cordova
(916) 851-8757
June 15, 2022

MEMORANDUM



ITEM 9.8.

DATE: June 20, 2022
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION APPROVING THE INCLUSION OF THE CITY OF RANCHO CORDOVA IN THE ARTICLE 34 AFFORDABLE HOUSING BALLOT MEASURE PROPOSED BY THE COUNTY OF SACRAMENTO FOR THE NOVEMBER 8, 2022 ELECTION**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would acknowledge that the City of Rancho Cordova will be included in the November 8, 2022 ballot measure related to Article 34 which is a State Constitutional requirement requiring voter approval for the construction or development of affordable housing by a public entity. The measure proposes allowing development equivalent with one percent of the existing housing units in the City of Rancho Cordova.

BACKGROUND

Article 34 (XXXIV) of the California Constitution requires voter approval of publicly-assisted low-income housing projects. Pursuant to Article XXXIV, California public agencies may not develop, construct, or acquire in any manner, affordable housing projects until approved by a majority of qualified electors of the jurisdiction. Projects that require such authorization are those composed of dwellings for persons of low-income, financed in whole or in part by the Federal government or a State public body or when certain types of assistance such as labor or loan guarantees are provided.

Article XXXIV applies to affordable housing owned by private nonprofit organizations as well as public entities, because nonprofits can qualify for a property tax exemption. While there are a number of exemptions created by the State legislature, the typical development today in the City of Rancho Cordova subject to Article XXXIV is newly constructed nonprofit-owned housing in which more than 49 percent of the units are restricted to lower income persons, and which carries a below market rate loan from SHRA subordinate to private financing, and/or bond financing issued by the City Housing Authority.

Since 1968, Sacramento County voters have approved the development of affordable housing units in five ballot measures, all approved by a majority vote of the electorate. After Congress

terminated the federal public housing program, private non-profit and for-profit organizations became the major providers of affordable housing for low and moderate income persons, serving seniors, men and women in the workforce, and the disabled.

As a result of the construction of these and many other developments across Sacramento County, the number of units approved countywide in the previous Article XXXIV ballot measure is running out. Taking this ballot measure to the November 8, 2022 general election is a prudent step because it is most cost-effective to place a measure on the ballot as part of a general election.

With rapidly escalating housing costs in Sacramento County, the demand for affordable workforce housing has increased. Similarly, the County's senior and homeless population is likely to grow in the next ten years, and a large portion of this population will require safe, affordable, and sustainable rental housing.

As a result, staff requests approval to include the City of Rancho Cordova in the Countywide Article XXXIV ballot measure on November 8, 2022 ballot. The proposed text of the ballot measure is below.

"Shall the unincorporated County of Sacramento and incorporated cities within including Sacramento, Elk Grove, Citrus Heights, Folsom, Galt, Rancho Cordova, and Isleton be authorized to annually develop, acquire, or construct housing for low-income persons and families, including elderly or disabled persons, equivalent with 1% of the existing housing units in the County? Any unconstructed housing units in each year will be carried over annually."

Staff is modeling this language after other successful measures in California which include the City of Santa Barbara and Humboldt County. This language allows for a reasonable amount of affordable housing to be built in proportion to the amount of existing housing units in the county. The ballot measure will enable the construction of approximately 260 affordable housing units each year in the City of Rancho Cordova. Any units not constructed will be carried over to the next year. Staff have been coordinating with each of the jurisdictions within Sacramento County and all have agreed to participate.

In April of 2022, FM3 Research administered a survey to determine the level of support in Sacramento for a possible Article XXXIV ballot measure on the November 2022 ballot. The survey was administered in the five largest incorporated cities in the county (Sacramento, Citrus Heights, Folsom, Rancho Cordova, and Elk Grove) and in the unincorporated County of Sacramento. The survey found this is a viable measure with the summary results below.

City – Final Yes Vote
Citrus Heights – 64%
Elk Grove – 63%
Folsom – 56%
Rancho Cordova – 65%
Sacramento – 76%
Unincorporated areas – 66%

Should this measure not be approved, all cities and public agencies within Sacramento County and the unincorporated area of Sacramento County would be out of compliance with the Article XXXIV requirement and would be unable to assist with the development, construction or acquisition of affordable housing not exempt from Article XXXIV after 2024.

FISCAL IMPACT AND FUNDING SOURCE

The survey work provided by FM3 was performed under a cost sharing agreement across jurisdictions in Sacramento County. Rancho Cordova's share of the cost was \$4,286.

There is no fiscal impact to the City to place the ballot measure on the November 8 ballot, nor any anticipated costs to implement the measure if adopted.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE PLACEMENT OF AN ARTICLE 34 AFFORDABLE HOUSING MEASURE ON THE NOVEMBER 8, 2022 BALLOT

WHEREAS, Article 34 (XXXIV) of the California Constitution requires voter approval of publicly-assisted low-income housing projects. Pursuant to Article XXXIV, California public agencies may not develop, construct, or acquire in any manner, low-rent housing projects until approved by a majority of qualified electors of the city. Projects that require such authorization are those composed of dwellings for persons of low income, financed in whole or in part by the Federal government or a State public body or when certain types of assistance such as labor or loan guarantees are provided; and

WHEREAS, in 2004, voters in Sacramento County approved a measure to comply with Article XXXIV which authorized the development of a specific number of affordable housing units which expires in 2024; and

WHEREAS, Sacramento County is proposing to submit a measure to the qualified voters of the County at the November 2022 General Election to authorize the development, acquisition or construction of housing for low-income persons and families in an amount of up to one (1) percent of all existing housing units in the unincorporated County of Sacramento and all incorporated cities within including Citrus Heights, Elk Grove, Folsom, Galt, Isleton, Rancho Cordova, and Sacramento, to be in compliance with the State of California's Article XXXIV requirement. It is proposed that the number of authorized but unconstructed housing units in each year will be carried over from year to year; and

WHEREAS, in 2021 the annual number of affordable units that would be authorized by jurisdiction based on 1% of the housing units for Rancho Cordova is approximately 260 units, and this number will be updated as new units are constructed; and

WHEREAS, should this measure not be approved, all cities and public agencies within Sacramento County and the unincorporated area of Sacramento County would be out of compliance with the Article XXXIV requirement and would be unable to assist with the development, construction or acquisition of affordable housing not exempt from Article XXXIV after 2024.

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

Section 1: 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.

Section 2: The City Council of the City of Rancho Cordova hereby acknowledges the Article XXXIV ballot measure proposed by the County of Sacramento and approves the City of Rancho Cordova's inclusion in the ballot measure.

ITEM 9.8.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.9.

DATE: June 20, 2022

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION DECLARING THE RESULTS OF THE MAIL BALLOT ELECTION FOR RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 33 FOR THE GRANTLINE 220 PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the results of the mail ballot election concerning Transit-Related Services Special Tax Area Zone 33 establishing a special tax for transit services for the Grantline 220 project.

BACKGROUND

On April 4, 2022, the City Council approved a Resolution that established Special Tax Zone No. 33, the boundaries of which will be contiguous to the boundaries of the Grantline 220 project. On April 18, 2022, the Council adopted an Ordinance that established the special tax for transit-related services subject to land-owner voter confirmation.

For the transit-related services special tax to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 33 is approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2022.

ELECTION RESULTS

A ballot was mailed out to the property owner of the Grantline 220 project following approval of the Ordinance. The mail-ballot election has been completed and the ballot tabulated by the City Clerk, Attachment 3. The property owner has approved the Ordinance and the tax will be applied to Zone 33.

FISCAL IMPACT AND FUNDING SOURCE

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

ATTACHMENT(S)

1. Resolution
2. Ballot
3. Certified Ballot Results

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 33 FOR THE GRANTLINE 220 PROJECT

WHEREAS, on April 4, 2022, the City adopted a Resolution, creating Special Tax Area Zone 33 within the Transit-Related Services Special Tax Area. Pursuant a Resolution, the City Council directed the City Clerk to conduct a transit-related services tax election, to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, the property owner within Zone 33 waived the timing requirements of Elections Code section 4000 in order to conduct the election on a date earlier provided under the Elections Code; and

WHEREAS, on April 18, 2022, the City adopted Ordinance No. 5-2022, which established a special tax for transit-related services in Zone 33, subject to landowner-voter confirmation; and

WHEREAS, Ordinance No. 5-2022 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2022; and

WHEREAS, a ballot was sent to the landowner of Zone 33, the Grantline 220 project, which asked them a single question in the form of: "Shall Ordinance No. 5-2022 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 33 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?"; and

WHEREAS, the owner of the real property subject to the Transit-Related Services Special Tax Area Zone 33 has voted on the issue of whether to approve Ordinance No. 5-2022 and the City now wishes to declare the results of this transit-related services tax election for Zone 33.

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

1. The foregoing recitals are true and correct.
2. The City Clerk has tabulated the transit-related services special tax ballot and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 5-2022 authorizing a special tax in the portion of Transit-Related Services Special Tax Zone 33 that encompasses the landowner's property, in order to maintain the present level of transit-related services and provide additional funding for increased transit-related services:

ITEM 9.9.

ATTACHMENT 1

Special Tax Area Zone : 1 “yes”; 0 “no”.

3. In accordance with Ordinance No. 5-2022, the transit-related services special tax for Zone 33 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2022.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

**RANCHO CORDOVA TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 33
THE GRANTLINE 220 PROJECT
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

OFFICIAL SPECIAL TAX BALLOT (ELECTIONS CODE §4000)

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

Assessor's Parcel Numbers: **067-0040-010-0000**

Property Address: South of Douglas Road, east of Grantline Road.

Designation: Vacant Land

Total Parcel(s) Area (acres): 220.15

Assessor's Parcel Numbers: **067-0040-010-0000**

Owner Name: **Lennar Homes of California, LLC**

SPECIAL TAX BALLOT MEASURE

Shall Ordinance No. 5-2022 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 33 of the Rancho Cordova Transit-Related Services Special Tax Area to maintain the present level of transit-related services and provide additional funding for increased transit-related services?

☒ **YES**

☐ **NO**

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

5/3/22
Date

Larry Guadalupe
Printed Name

[Signature]
Signature

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

Upon completion, fold the ballot, place it in the addressed, return envelope and seal the envelope. Pursuant to the enclosed instructions, mail the ballot to the address shown on the return envelope, or deliver to the City Clerk at City Hall located at 1:30 p.m. Tuesday, May 24, 2022.

Return to:

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

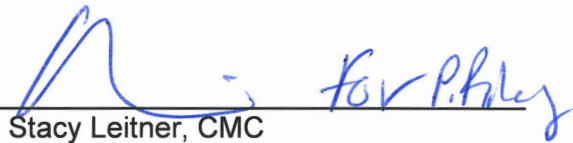
**CERTIFICATE OF THE CITY CLERK AS TO
THE RESULTS OF THE CANVASS OF THE MAIL BALLOT ELECTION RETURN
FOR TRANSIT-RELATED SERVICES SPECIAL TAX AREA ZONE 33
IN THE CITY OF RANCHO CORDOVA**

I, Stacy Leitner, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election of the Transit-Related Services Special Tax Area Zone 33, on the day for the return of mailed ballot, May 24, 2022. The election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 1

Total "Yes" Ballots: 1

Total "No" Ballots: 0



Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.10.

DATE: June 20, 2022

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION DECLARING THE CITY'S INTENTION TO IMPOSE AN ANNUAL STORMWATER UTILITY FEE FOR THE MAINTENANCE OF STORM DRAINAGE AND FLOOD PROTECTION SYSTEMS FOR THE SUNDANCE PROJECT**

RECOMMENDATION

Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Sundance project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the Council's intention to impose an annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system in the Sundance project and set a public hearing for July 18, 2022 on the matter.

BACKGROUND

The Council previously approved the Sundance project with a condition of approval which requires that the property owner fund operation and maintenance of the storm drainage system. This condition will be satisfied by participation in the City's Stormwater Utility Fee for storm drainage and flood protection services, which is the subject of this action.

Previously, projects were required to annex to the County's Stormwater Utility. Since the City has taken over drainage maintenance and operations services from the County, it was necessary to establish the Stormwater Utility District to fund drainage services to ensure compliance with new state and federal laws and regulations. The Stormwater Utility Fee was established on September 2, 2014, by Ordinance No. 7-2014.

DISCUSSION

The property owners have submitted a petition and waiver for the City to institute the proceedings to impose the Stormwater Utility Fee ([Attachment 5](#)). The Sundance project is being annexed into the Stormwater Utility Fee ([Attachment 3](#)). The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection improvements.

A “Rate Analysis Report” was adopted on August 7, 2014, by Resolution No. 103-2014. The report calculated the Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel. The maximum annual fee increases each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics. A sample of the Stormwater Utility Fees for Fiscal Year 2022-2023 is provided in Attachment 4.

In accordance with Article XIII D, the “Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee” as set forth in Attachment 2 and incorporated herein by reference (the “Procedures”). The Resolution (Attachment 1) sets the public hearing at 5:30 p.m., or as soon thereafter as possible, on July 18, 2022, as the time and date for a hearing on the matters set forth therein and directs the City Clerk to give notice of the public hearing. Notice of the Public Hearing will be published in the Grapevine Independent as required by law.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the general fund. The annual stormwater utility fees collected are deposited into an enterprise fund specifically for the maintenance of the storm drainage and flood protection system.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution
3. Annexation Map
4. Stormwater Utility Fee- Rate Sheet FY22-23
5. Petition with Waivers

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DESIGNATING A TIME AND PLACE FOR A HEARING PROTEST IN CONNECTION WITH THE ANNUAL STORMWATER UTILITY FEE FOR THE SUNDANCE PROJECT

WHEREAS, the Stormwater Utility Fee was established on September 2, 2014 by Ordinance No. 7-2014 to fund services and facilities furnished by the City in connection with its storm drain system. The Proposed Stormwater Utility Fee may be billed through the County Utility Billing Service (CUBS) as part of the consolidated utility bill or may be collected on the County of Sacramento tax roll, commencing in Fiscal Year 2022-2023, in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City in the manner prescribed by Sections 5471 et seq. of the California Health and Safety Code; and

WHEREAS, this Council has caused a written report entitled, "Rate Analysis Report", dated August 7, 2014, (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Proposed Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et seq.) (the "Implementation Act") imposes certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Article XIII D), such as the Proposed Stormwater Utility Fee, including the requirement to conduct a protest hearing and balloting for consideration of the Proposed Stormwater Utility Fee. In accordance with Article XIII D and the Implementation Act, the City Council hereby approves the "Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee" as set forth in Exhibit A and incorporated herein by reference (the "Procedures"); and

WHEREAS this Council has received petitions and waivers from the owners of 100% of the area of land proposed to be included in the Proposed Stormwater Utility Fee in which the Petitioner has waived all notices of hearings and all published notices regarding the establishment of the stormwater utility fee, notices of election, and applicable waiting periods.

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

1. The foregoing recitals are true and correct and incorporated herein.
2. Notice is hereby given that the City Council designates Monday, July 18, 2022, at the hour of 5:30 p.m., in the Council Chambers, City Hall, 2729 Prospect Park Drive, Rancho Cordova, California, as the time and place for a public hearing on the above-described written report and protests or objections to the imposition of the proposed

Stormwater Utility Fee.

At the above-described public hearing, all interested persons shall be afforded the opportunity to hear and be heard, and the City Council shall consider all protests against the Proposed Stormwater Utility Fee. If written protests against the Stormwater Utility Fee are presented by a majority of owners of the Identified Parcels, the City shall not impose the Proposed Stormwater Utility Fee. In the absence of a majority protest, the City Council may submit the Proposed Stormwater Utility Fee to a vote of the property owners in accordance with Article XIII D of the California Constitution.

3. The City Clerk is hereby authorized and directed to give notice of the above-described public hearing in accordance with law and the Procedures.
4. Reference is hereby made to the Written Report described in Section 2 hereof, which is on file in the office of the City Clerk, for a full and detailed description of the Proposed Stormwater Utility Fee upon parcels of land within the City.
5. The City Council hereby designates Elizabeth Sparkman, Community Development Director, telephone number, (916) 851-8714 to answer inquiries regarding the public hearing, protest proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

EXHIBIT "A"

PROCEDURES FOR THE CONDUCT OF A
PROTEST HEARING AND VOTE RELATING TO A PROPOSED
STORMWATER UTILITY FEE

The following Procedures have been adopted by the City Council of the City of Rancho Cordova for the purpose of conducting a protest hearing required by Article XIII D of the California Constitution for consideration of the imposition of a proposed Stormwater Utility Fee (the "Proposed Stormwater Utility Fee").

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A. Written Report	Page 1
B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee	Page 1
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D. Submission of Written Protests	Page 3
E. Conduct of the Public Hearing; Determination of A Majority Protest	Page 3
F. Conduct Property Owner Vote; Determination of a Majority Protest	Page 4

A. Written Report

The City shall cause to be prepared a written report ("Written Report"), which shall contain a list of all parcels to which the Proposed Stormwater Utility Fee will apply (the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each Identified Parcel for Fiscal Year 2021-2022.

The Written Report shall be placed on file in the office of the City Clerk prior to the mailing of the Notice of Public Hearing on the Proposed Stormwater Utility Fee and shall remain available for public inspection.

B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee

Notice of the public hearing on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the public hearing to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

ITEM 9.10.

Exhibit A to the Resolution

"Record Owner" means the owner of an Identified Parcel whose name and address appears on the last Sacramento County equalized secured property tax assessment roll (the "Assessment Roll"), or in the case of any public entity, the State of California, or the United States, means the representative of that public entity at the address of that entity known to the City.

Notices shall be mailed to the Record Owners of the Identified Parcels, addressed to the names and addresses as they appear on the Assessment Roll, and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the City. In addition, notices shall be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the City Clerk, if different than shown on the Assessment Roll.

Each mailed notice shall contain all of the following:

- A reference to filing of the Written Report;
- A reference to the proposed ordinance imposing the Proposed Stormwater Utility Fee and providing for the collection of the Fee on the County tax roll;
- The amount of the Proposed Stormwater Utility Fee to be imposed upon the Identified Parcel covered by the notice;
- The basis upon which the amount of the Proposed Stormwater Utility Fee was calculated;
- The reason for the Proposed Stormwater Utility Fee;
- A statement that the Proposed Stormwater Utility Fee may be collected as part of a consolidated utility bill via CUBS or on the County of Sacramento tax roll each year, commencing with Fiscal Year 2022-2023.
- The effect of a majority protest; and
- The date, time and location of a public hearing on the Proposed Stormwater Utility Fee.

The City Clerk, or the designee of the City Clerk, may certify the proper mailing of notices by an affidavit, which shall constitute conclusive proof of mailing in the absence of fraud.

Failure of any person to receive notice shall not invalidate the proceedings.

Notice of the filing of the Written Report and the public hearing shall be published once a week for two successive weeks in the Grapevine Independent, with the first publication at least fourteen (14) days prior to the date of the public hearing, and with at least five (5) days intervening between the first and second publications. The published notice may be waived by unanimous consent of the property owners.

C. Eligibility to File a Protest

The Assessment Roll shall be presumptive evidence of ownership of an Identified Parcel for protest purposes.

ITEM 9.10.

Exhibit A to the Resolution

If the owner of any Identified Parcel is not shown on the Assessment Roll, such owner may file a protest for such parcel by filing with the City Clerk a proxy from the Record Owner in a form satisfactory to the City Attorney or evidence of ownership satisfactory to the City Attorney. Any such proxy or evidence must be received by the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a partnership, as community property, in joint tenancy, or as a tenancy in common, any partner, spouse, joint tenant, or tenant in common, as the case may be, may file a protest for such parcel.

An executor, administrator, or guardian may file a protest for an Identified Parcel on behalf of the estate it represents. If such representative is shown on the Assessment Roll as paying taxes and assessments levied against the parcel, that fact shall establish the right of such representative to file the protest. If such representative is not shown on the Assessment Roll, the representative must file with the City Clerk written documentation satisfactory to the City Attorney establishing the legal representation. Any such documentation must be filed with the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a corporation or unincorporated association, a protest may be filed by any person authorized in writing by the board of directors or trustees or other managing body thereof to take such actions. The corporation or unincorporated association must file with the City Clerk written authorization satisfactory to the City Attorney. Any such written authorization must be filed with the City Clerk prior to the conclusion of the public hearing.

D. Submission of Written Protests

Written protests may be mailed (via U.S. mail) to the City Clerk at City Hall or delivered in person to the City Clerk at City Hall or at the public hearing.

No protests delivered via e-mail will be counted for purposes of determining whether a majority protest exists, but the City Council may, in its discretion, consider such protests in making determinations regarding the Proposed Stormwater Utility Fee

Each written protest must identify the property covered by the protest and be signed.

No protest received after the close of the public hearing shall be counted in determining the existence of a majority protest. The last pick up by the City Clerk of protests mailed or delivered to City Hall will occur at 5:30 p.m. on the date scheduled for the public hearing. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the public hearing, such protests must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the public hearing. The City Clerk shall endorse on each written protest the date it is filed with the City. The City Clerk shall identify any protests which are received after the close of the public hearing.

Written protests may be withdrawn in writing at any time before the conclusion of the public hearing by the person who submitted the written protest.

For purposes of determining whether a majority protest exists, only one protest for each Identified Parcel will be counted.

All written protests shall be considered public records.

E. Conduct of the Public Hearing: Determination of a Majority Protest

1. At the time, date and place fixed for the public hearing, the City Council shall:
 - (i) Conduct a public hearing pertaining to the Proposed Stormwater Utility Fee;
 - (ii) Hear all persons interested in the matter of the Proposed Stormwater Utility Fee; and
 - (iii) Receive all written communications regarding the Proposed Stormwater Utility Fee.
2. The public hearing may be continued from time to time, as the City Council determines is necessary to complete its consideration of the Proposed Stormwater Utility Fee.
3. If the City Council determines at the close of the public hearing that written protests have been presented, and not withdrawn, by a majority of owners of the Identified Parcels (i.e., there is a majority protest), the Proposed Stormwater Utility Fee shall not be approved.
4. If the City Council determines at the close of the public hearing that there is not a majority protest, the City Council may:
 - (i) Remedy and correct any clerical error in the Written Report or otherwise modify the Written Report; provided that any such modification or correction shall not result in a Proposed Stormwater Utility Fee for any Identified Parcel which is greater than the amount shown in the notice of the public hearing that was mailed to the Record Owner of the Identified Parcel;
 - (ii) Confirm the Written Report, as originally filed or as amended in accordance with subparagraph (i), above;
 - (iii) Adopt a resolution calling for a property owner vote regarding the Proposed Stormwater Utility Fee.

F. Conduct Property Owner Vote: Determination of a Majority Consent

Pursuant to Government Code Section 53755.S(c), the proceedings described in this section shall not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

An election on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the election to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

Each mailed ballot shall contain all of the following:

- On the face of the envelope in which the notice of election and ballot are mailed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED."

ITEM 9.10.

Exhibit A to the Resolution

- The ballot shall include the agency's address for return of the ballot, the date and location where the ballots will be tabulated, and a place where the person returning it may indicate his or her name, a reasonable identification of the parcel, and his or her support or opposition to the proposed fee. The ballots shall be tabulated in a location accessible to the public. The ballot shall be in a form that conceals its content once it is sealed by the person submitting it. The ballot shall remain sealed until the ballot tabulation commences.

No ballot received after the time of the ballot tabulation shall be counted in determining the existence of majority consent. The last pick up by the City Clerk of ballots mailed or delivered to City Hall will occur at 1:30 p.m. on the date scheduled for the election. To ensure that ballots which are mailed or delivered to City Hall are received by the City Clerk prior to the commencement of the ballot tabulation, such ballots must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the ballot tabulation. The City Clerk shall endorse on each ballot the date it is filed with the City. The City Clerk shall identify any ballots which are received after the commencement of the ballot tabulation.

An impartial person designated by the City who does not have a vested interest in the outcome of the proposed fee shall tabulate the ballots submitted in support of or opposition to the proposed fee. An impartial person includes, but is not limited to, the City Clerk. If the City uses City personnel for the ballot tabulation, or if the City contracts with a vendor for the ballot tabulation and the vendor or its affiliates participated in the research, design, engineering, public education, or promotion of the fee, the ballots shall be unsealed and tabulated in public view to permit all interested persons to meaningfully monitor the accuracy of the tabulation process.

The ballot tabulation may be continued to a different time or different location accessible to the public, provided that the time and location are announced at the location at which the tabulation commenced and posted by the City in a location accessible to the public. The impartial person may use technological methods to tabulate the ballots, including, but not limited to, punchcard or optically readable (bar-coded) ballots. During and after the tabulation, the ballots and, if applicable, the information used to determine the weight of each ballot, shall be treated as public records, subject to public disclosure and made available for inspection by any interested person. The ballots shall be preserved for a minimum of two years, after which they may be destroyed.

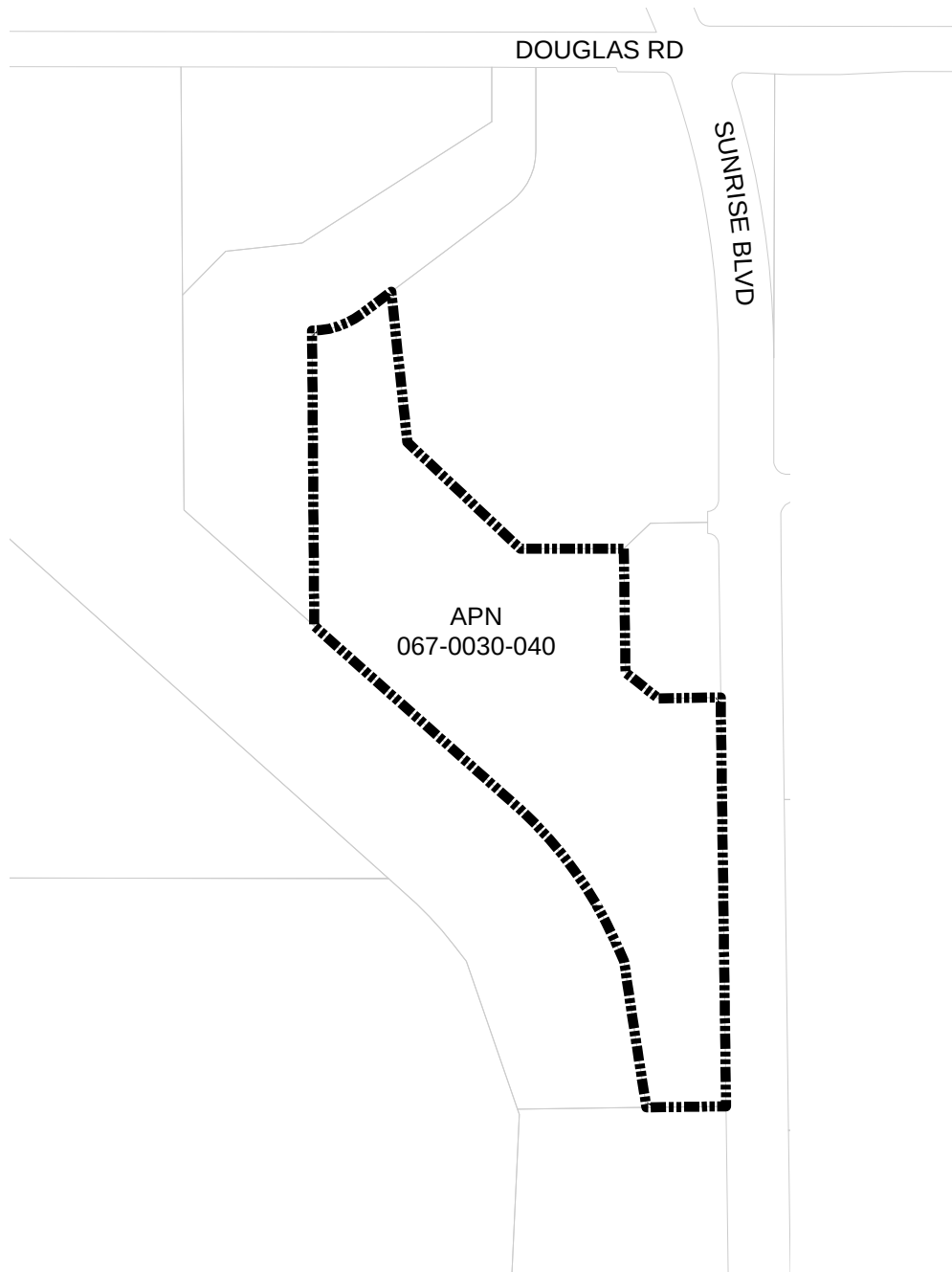
Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

At the time, date and place fixed for the ballot tabulation, the City Council shall direct the City Clerk to commence the ballot tabulation.

If there is no majority approval, the Stormwater Utility Fee shall not be imposed.

If majority approval exists, the City Council may impose the Stormwater Utility Fee pursuant to the Ordinance.

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 12
(SUNDANCE PROJECT)

**Legend**

Annexation Boundary

Parcel Boundary

Stormwater Utility Fee

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

Table 1

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

**CITY OF RANCHO CORDOVA
PETITION
(With Waivers)
Related to the Imposition of a Stormwater Utility Fee
and Other Related Matters**

This is a petition to impose a stormwater utility fee and related matters under the Health and Safety Code and Article XIID of the California State Constitution and it states as follows:

1. Petitioner. This Petition is submitted by the person (the "Petitioner") (whether one or more) identified below as or for the record owner(s) of the parcels of land identified below (the "Property"). The Petitioner warrants to the City that the Petitioner is such owner or is legally authorized to execute this Petition for and on behalf of such owner(s).

2. Proceedings Requested. This Petition asks that the City Council undertake proceedings under the Health and Safety Code and Article XIID of the California State Constitution to impose a stormwater utility fee.

3. Boundaries. This Petition asks that the territory to be included consist of that shown on a map of the proposed area of the stormwater utility fee described in Exhibit "A" and attached hereto and made a part hereof and which map includes the Property.

4. Purpose. This Petition asks that the stormwater utility fee be created, and the fee be levied to finance all or a part of the storm and flood protection services.

5. Waivers. To expedite the completion of the proceedings, the Petitioner waives all notices of hearing and all published notices regarding the establishment of the stormwater utility fee, notices of election, applicable waiting periods for the holding of any public hearing and for election and all ballot arguments and analysis for the election, it being acknowledged by the Petitioner that all such notices are for the benefit of the Petitioner and may be waived.

The Property that is subject to this petition is identified as:

County of Sacramento Assessor's Parcel Numbers:

067-0030-040-0000: The property consists of a total of 11.82 acres.

The Petitioner (record owner) of the Property is:

SUNRIDGE VILLAS PROPERTY LLC,
a Delaware limited liability company

By: Sunridge Villas Holdings LLC,
a Delaware limited liability company
its Manager

By: Sundance BFR LLC,
a Delaware limited liability company,
its Manager

Signature of Petitioner: _____

[Robert W. Wagner,
Chief Executive Officer]

Date: _____

The address to which the ballots for the CFD elections are to be sent:

Robert W. Wagner
Sunridge Villas Property LLC
901 Mariners Island Blvd. #700
San Mateo, CA 94404

MEMORANDUM



ITEM 9.11.

DATE: June 20, 2022
TO: Honorable Mayor and Council Members
FROM: Adam Lindgren, City Attorney
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO GOVERNMENT CODE SECTION 54952(B) CONFIRMING THE STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 8625, RECOGNIZING CONTINUED MEASURES TO PROMOTE SOCIAL DISTANCING, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY FOR THE PERIOD FROM JUNE 20, 2022 TO JULY 19, 2022**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the attached Resolution would allow the City Council and the City's other legislative bodies to continue to meet via teleconference ("virtually") in a manner substantially similar to the manner in which they have met during the COVID-19 pandemic, if a proclaimed State of Emergency remains in effect and other requirements are satisfied.

BACKGROUND

All meetings of the City Council and the City's other legislative bodies are open and public, as required by the Ralph M. Brown Act, Government Code section 54950 et seq., so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business. On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct virtual meetings to slow the spread of COVID-19. As a result of Executive Order N-29-20, City Staff set up virtual meetings for the City Council and other City legislative bodies. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ended the provisions of Executive Order N-29-20 that allowed local legislative bodies to conduct meetings telephonically or by other means.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 ("AB 361"), which allows local legislative bodies to continue to conduct meetings via teleconferencing under specified

conditions. AB 361 took effect upon the expiration of Executive Order N-29-20 on October 1, 2021. On September 20, 2021, the City Council held a meeting in compliance with AB 361's requirements for remote meetings.

In order for AB 361 to remain effective for meetings of the City's legislative bodies, the City Council is required to make specified findings every 30 days. AB 361 allows a legislative body to continue holding meetings utilizing teleconferencing without complying with the standard teleconferencing requirements if a State of Emergency is proclaimed under Government Code section 8625, the City has reconsidered the emergency conditions, and if the local Public Health Officer continues to recommend social distancing measures to protect the public's health and safety during local government meetings. These conditions are present.

Governor Newsom's March 4, 2020 Proclamation of Emergency related to the COVID-19 pandemic is still in effect. The potential spread of COVID-19 continues to threaten public health and safety during indoor public gatherings, including indoor gatherings of the Rancho Cordova City Council and other Rancho Cordova legislative bodies. In addition, the Sacramento County Public Health Officer continues to recommend teleconferencing or social distancing to protect the public's health and safety during local government meetings.

SUMMARY

The attached Resolution makes the required findings that the current conditions exist to allow teleconference meetings pursuant to AB 361 for the City Council and on behalf of all of the legislative bodies commissions and committees created by the City Council pursuant to Government Code section 54952(b). This will allow members of the public to safely observe and participate in local government meetings during the pandemic.

If a meeting is held via teleconference under AB 361, the following requirements apply:

1. Notices and agenda requirements remain the same under the Brown Act;
2. No physical location is required for public attendance or public comment. However, the public must be able to access and participate in the meeting through a call-in or an internet-based service, and instructions for how to participate must appear in the posted notices or agenda;
3. Teleconference meetings must protect the statutory and constitutional rights of the parties and the public;
4. If there is any disruption of the call-in or internet-based service, the agency must suspend the meeting until the problem is fixed;
5. Legislative bodies may allow public comments to be submitted prior to a meeting but must also allow the public to participate in real time through call-in or internet-based service;
6. If an internet-based service requires registration through a third-party, individuals can be required to register with the third-party to participate in the meeting; and
7. When providing a public comment period, whether after each item or during a general comment period, a legislative body must allow reasonable time for members of the public to comment and must also include reasonable time for members to register with a third-party host if applicable.

FISCAL IMPACT AND FUNDING SOURCE

The cost of continued remote access to Council meetings and the meetings of other City committees.

ATTACHMENT(S)

1. Resolution - AB 361 Rancho Cordova

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO GOVERNMENT CODE SECTION 54952(b) CONFIRMING THE STATE OF EMERGENCY UNDER GOVERNMENT CODE SECTION 8625, RECOGNIZING CONTINUED MEASURES TO PROMOTE SOCIAL DISTANCING, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY FOR THE PERIOD FROM JUNE 20, 2022 TO JULY 19, 2022

WHEREAS, the City is committed to preserving and promoting public access and participation in meetings of the legislative bodies; and

WHEREAS, all meetings of the City are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on September 20, 2021 the City held a meeting during a state of emergency under Government Code section 8625 and during a period of recommended social distancing by state and local officials while complying with Government Code section 54953(e)(2); and

WHEREAS, the City is required to make certain findings every thirty (30) days to continue teleconferencing under Government Code section 54953(e)(3), including reconsideration of the state of emergency declared by the Governor pursuant to Government Code section 8625, and State or local officials continue to impose or recommend measures to promote social distancing; and

WHEREAS, the City continues to experience emergency conditions due to COVID-19, specifically, the highly transmissible SARS-CoV-2 B.1.617.2 ("Delta") continues to threaten public health and safety during indoor public gatherings; and

WHEREAS, the City Council has considered the circumstances of the Governor's state of emergency proclamation pursuant to Government Code section 8625, which remains active; and

WHEREAS, on July 30, 2021, the Sacramento County Health Officer issued an order requiring all individuals, regardless of vaccination status, to wear a mask while indoors in public spaces; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least six feet (6') from others outside of the household; and

WHEREAS, the Sacramento County Health Officer's order incorporates the CDC's guidance for vaccinated and unvaccinated people; and

WHEREAS, the City Council, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of the commissions, committees, and other bodies that were created by the City Council pursuant to Government Code section 54952(b) (collectively referred to as the "Legislative Bodies"), does hereby find that the Legislative Bodies shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the Legislative Bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953 as a consequence of the ongoing state of emergency and the continued social distancing measures required by local officials.

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

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The City Council hereby considers the conditions of the state of emergency pursuant to Government Code section 8625 and proclaims that a local emergency persists throughout the City, affirms the Sacramento Health Order's required and recommended measures to promote social distancing, and finds that the conditions continue to exist pursuant to Government Code section 54953(e)(3) to allow the Legislative Bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.

Section 3. Remote Teleconference Meetings. City Staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) July 19, 2022 or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of City may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova, this 20th day of June 2022, by the following vote:

ITEM 9.11.

ATTACHMENT 1

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.12.

DATE: June 20, 2022
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **A RESOLUTION CALLING THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION FOR TWO CITY COUNCIL SEATS**

RECOMMENDATION

Rescind Resolution No. 94-2022 and adopt the updated Resolution calling the November 8, 2022 General Municipal Election and requesting that the Sacramento County Board of Supervisors consolidate the General Municipal Election with the statewide election.

RESULT OF RECOMMENDED ACTION

Rescinding Resolution No. 94-2022 and adopting the updated Resolution would correct the language and allow for the consolidation of the general municipal election with the statewide election to be held on November 8, 2022 and to obtain election services from the Sacramento County Voter Registration and Elections Department. The Resolution also adopts the Candidate Statement policy described in the County of Sacramento's Candidates Guide. Exhibit A ([Attachment 2](#)) and Exhibit B ([Attachment 3](#)) provide the current City map and information on file with the Sacramento Registrar of Voters (ROV). At the general municipal election, two members of the City Council will be elected for full, four-year terms. The Council Member seats currently filled by Linda Budge and Garrett Gatewood expire in December 2022.

BACKGROUND

On June 6, 2022, the City Council adopted a resolution calling the November 8, 2022. Upon further review, City staff discovered an error in the language of Resolution No. 94-2022, referencing a prior election. In order to correct the error, City staff recommends Council rescind Resolution No. 94-2022 and adopt an updated version of the Resolution.

The City's general municipal election will be held on November 8, 2022. In accordance with Elections Code §10403, the City will file the attached Resolution with the County of Sacramento requesting consolidation of the election and setting forth the offices to be voted upon at the election. The City will also request election services from the County Voter Registration and Elections Department.

The filing period for nomination documents and candidate's statement will be July 18, 2022 through August 12, 2022. If nomination documents for an incumbent are not filed by 5:00 PM

on August 12, 2022 any qualified person other than the incumbent shall have until 5:00 PM on August 17, 2022 to file nomination documents for the Council seat.

FISCAL IMPACT AND FUNDING SOURCE

It is estimated that the costs associated with the Election Services will be \$54,000.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Rancho Cordova City Map
3. Exhibit B to the Resolution - Rancho Cordova Legal Description

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, CALLING THE NOVEMBER 8, 2022 GENERAL MUNICIPAL
ELECTION**

WHEREAS, an election will be held within the City of Rancho Cordova on November 8, 2022 for the purpose of electing two members of the City Council for full, four-year terms; and

WHEREAS, a Statewide General Election will be held within the County of Sacramento on the same day; and

WHEREAS, Elections Code §10403 requires jurisdictions to file with the Board of Supervisors, and a copy with the Registrar of Voters, a Resolution requesting consolidation with a Statewide Election.

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

1. The City Council rescinds Resolution No. 94-2022 and adopts this corrected resolution calling the November 8, 2022.
2. The City Council of the City of Rancho Cordova requests the Board of Supervisors of Sacramento County to consolidate the regularly scheduled General Municipal Election with the General Election to be held on November 8, 2022.
3. The Candidate is to pay for the publication of the candidate's statement, pursuant to Elections Code §13307. The limitation on the number of words that a candidate may use in his/her candidate's statement is 200 words; and the City of Rancho Cordova chooses to adopt the policy for Candidate's Statement preparation as described in the County of Sacramento's Candidates Guide under the heading of "Candidate Statement."
4. The City map and City information on file with the Registrar of Voters and attached as Exhibit A and Exhibit B are current depictions of the City.
5. The City of Rancho Cordova agrees to reimburse the Registrar of Voters for actual costs accrued for each election, such costs to be calculated by the proration method set forth in the County's current Election Cost to Allocate Procedures on the basis of the amount of services provided to the City of Rancho Cordova.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June, 2022 by the following vote:

AYES:

ITEM 9.12.

ATTACHMENT 1

NOES:

ABSENT:

ABSTAIN:

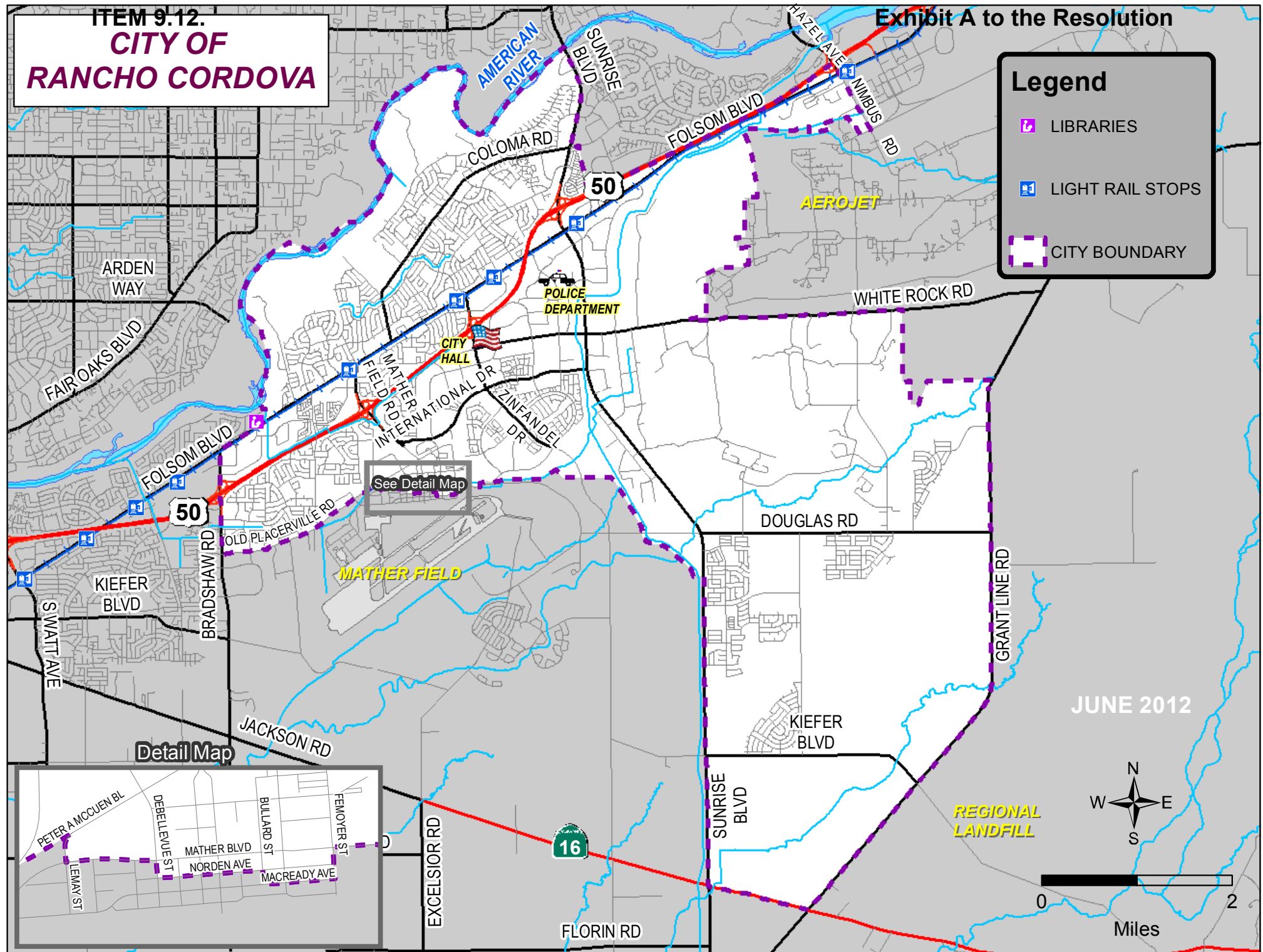
ATTEST:

Stacy Leitner, CMC
City Clerk

Donald Terry, Mayor

ITEM 9.12.

CITY OF RANCHO CORDOVA



Legal Description describing the City of Rancho Cordova as of July 1, 2010

All those portions of T. 8N., R. 6E., and R. 7E., M.D.B. & M., and all those portions of T. 9N., R. 6E., and R. 7E., M.D.B. & M. and a portion of Rancho Rio De Los Americanos situate in the County of Sacramento, State of California more particularly described as follows:

Beginning at the northwest corner of that certain Parcel Map entitled 'BEING A PORTION OF TRACT 3 AS SHOWN ON "PARTITION OF MAP OF LANDS OF ESTATE OF GEO N. KEY DECEASED" 2 B.M. 28' filed in the office of the Recorder of said County and State in Book 132 of Parcel Maps at Page 20; thence from said Point of beginning along the westerly line of said Parcel Map South 00°57'21" East 3,869.85 feet to the southwest corner of said Parcel Map; thence along the South line of said Parcel Map North 89°05'40" East 466.94 feet; thence South 00°24'30" East 1,520.00 feet to an angle point on the westerly line of Parcel 4 as shown on that certain Parcel Map entitled "PORTION OF RECORD OF SURVEY RECORDED IN 12 R.S. 27" filed in the office of the Recorder of said County and State in Book 29 of Parcel Maps at Page 28; thence along the westerly and northerly boundary line of said Parcel Map the following three (3) courses: 1) North 89°36'00" East 451.50 feet; 2) North 18°48'30" East 1,609.61 feet; and 3) North 89°36'00" East 1,277.31 feet to the northeast corner of said Parcel Map and being the northeast corner of that certain 'AEROJET-GENERAL CORP. 319.5 ACRES' parcel as shown on that certain Record of Survey entitled 'PROPERTY OF AEROJET GENERAL CORPORATION' filed in the office of the Recorder of said County and State in Book 12 of Surveys, Page 27; thence along the northerly and easterly line of said Record of Survey the following two (2) courses: 1) North 89°36'00" East 2,353.15 feet; and 2) South 29°08'30" West 638.25 feet to a point on the East line of Section 3, T. 8N., R. 7E., M.D.M.; thence along said East line of Section 3 South 00° 17'30" East 4,458.00 feet to the southeast corner of said Section 3; thence along the East line of Section 10, T. 8N., R. 7E., M.D.M., as shown on that certain Record of Survey entitled "BEING A PORTION OF THE S.E. SECTION 10, T. 8N., R. 7E., M.D.M." filed in the office of the Recorder of said County and State in Book 37 of Surveys at Page 27, South 00°16'38" East 5,258.48 feet to the southeast corner of said Section 10; thence along the East line of Section 15, T. 8N., R. 7E., M.D.M., South 00°08'45" East 5,258.48 feet to the southeast corner of said Section 15 as shown on that certain Record of Survey entitled 'PORTIONS OF SECTIONS 15 & 22, T. 8N., R. 7E., M.D.B. & M.' filed in the office of the Recorder, County of Sacramento, State of California in Book 19 of Surveys at Page 11; thence along the easterly and southeasterly line of said Record of Survey the following two (2) courses: 1) South 00°08'45" East 2,010.34 feet; and 2) South 41°01'00" West 3,744.15 feet; thence along the centerline of Grant Line Road, a County Road as shown on said Record of Survey, South 41°01'00" West 2,725.12 feet to the intersection of said centerline with the centerline of Middle Jackson Road (a.k.a. Kiefer Road) as shown on said Record of Survey; thence continuing along said centerline of Grant Line Road, South 41°01'00" West 9,272 feet, more or less, to the intersection of said centerline of Grant Line Road with the intersection of the centerline of Jackson Highway, a State Highway; thence along the centerline of said Jackson Highway North 77°03'31" West 5,644 feet more or less to a point on the West line of Section 32 T. 8N., R. 7E., M.D.M.; thence along the West line of Sections 32 and 29 as shown on that certain Parcel Map entitled "SOUTH ½ OF SECTION 29, T. 8N., R. 7E., M.D.M." filed in the office of the Recorder of said County and State Book 146 of Parcel Maps, Page 15, North 01°01'38" West 7,195.30 feet to the northwest corner of said Section 29; thence along the West line of Section 20, T. 8N., R. 7E., M.D.M. as shown on that certain Record of Survey entitled 'SECTION 20, PORTION OF SECTION 17 & PORTION OF FRACTIONAL SECTION 8, T. 8N., R. 7E., M.D.M. filed in the office of the Recorder of said County and State in Book 40 of Surveys, at Page 44, North 00°37'15" West 5,292.24

feet to the northwest corner of said Section 20; thence along the West line of Section 17, T. 8N. R. 7E., M.D.M. the following two (2) courses: 1) North 00°33'05" West 2,631.92 feet; and 2) North 00°56'25" West 2,329.17 feet to the southeast corner of that certain Parcel of land described in that certain Grant Deed recorded in the office of the Recorder, County of Sacramento, State of California in Book 921118 Official Records, Page 343; thence along the South line of said Parcel the following two (2) courses: 1) South 89°03'34" West 100.00 feet; and 2) North 89°52'31" West 84.15 feet; thence westerly to an angle point on the westerly line of the Tract 3 of U.S.B.R. Folsom South Canal; thence along said Westerly line the following five (5) courses: 1) North 46°35'00" West 1,713.00 feet; 2) along the arc of a curve to the left having a radius of 780.00 feet, said arc being subtended by a chord bearing North 62°29'00" West 427.56 feet; 3) North 78°24'00" West 603.00 feet; 4) along the arc of a curve to the right having a radius of 520.00 feet, said arc being subtended by a chord bearing North 39°02'31" 639.53 feet; and 5) North 00°19'00" East 96.50 feet; thence along the southerly boundary of Rancho Rio De Los Americanos North 89°43'00" West 117.1 feet; thence North 07°19'00" West 565.99 feet to the most southerly corner of Tract 1 of U.S.B.R. Folsom South Canal (Book 700126 Official Records, Page 240); thence along the westerly line of said Tract 1 North 30°09'00" West 2,923.4 feet to the southeast corner of Parcel 7 as said Parcel is shown and so designated on that certain Parcel Map of the "COOK CAPITAL CENTER (BEING THAT RECORD OF SURVEY 39 R.S. 8 AND PARCEL 'A', 33 P.M. 49" filed in the office of the Recorder, County of Sacramento, State of California in Book 84 of Parcel Maps, Page 16; thence along the southerly boundary of said Parcel 7 the following eight (8) courses: 1) South 87°53'21" West 2,817.68 feet; 2) North 36°52'03" West 620.82 feet; 3) South 53°16'20" West 877.55 feet; 4) South 88°06'18" West 1,353.50 feet; 5) South 85°31'31" West 1,645.19 feet; 6) North 37°11'05" West 133.50; 7) South 46°22'21" West 173.82 feet; and 8) South 85°29'23" West 77.98 feet; thence South 10°08'21" East 92.24 feet to a point on the centerline of Mather Boulevard, a County Road; thence along said centerline the following five (5) courses: 1) South 71°55'56" West 57.40 feet; 2) along the arc of a curve to the right having a radius of 400.00 feet, said arc being subtended by a chord bearing North 85°55'53" West 301.45 feet; 3) North 63°47'44" West 219.68 feet; 4) along the arc of a curve to the left having a radius of 300.00 feet said arc being subtended by a chord bearing North 79°01'23" West 157.59 feet; and 5) South 85°44'59" West 617.02 feet to the intersection of said centerline of Mather Boulevard, a County Road, with the centerline of Feymoyer Street, a County Road, as shown on that certain Record of Survey entitled, PORTION OF TRACT WM. E. BRYAN 2,129.33 AC. OF RANCHO RIO DE LOS AMERICANOS, 1 B.M. 2, A PORTION OF THE GEORGE HANLON NO. 1 TRACT, 17 B.M. 28, AND A PORTION OF SECTION 19, T. 8N., R. 7E., M.D.M." filed in said Recorder's office in Book 58 of Surveys, Page 15; thence along said centerline of Feymoyer Street as shown on said Survey, South 04°31'31" East 489.28 feet; thence along the centerline of Macready Avenue, a County Road, as shown on said Survey, South 85°29'57" West 1,112.31 feet; thence along the centerline of Bullard Street, as shown on said Survey North 04°23'13" West 226.87 feet to a point on the centerline of Norden Avenue, a County Road, as shown on said Survey; thence along said centerline, the following four (4) courses: 1) South 85°30'33" West 339.45 feet; 2) South 85°30'46" West 338.12 feet; 3) South 85°30'02" West 275.97 and 4) 85°30'17" West 678.14 feet to a point on the centerline of Debellevue Street, a County Road, as shown on said Survey; thence along said Centerline of Debellevue Street, North 04°27'21" West 276.09 feet to a point on the centerline of Mather Boulevard, a County Road, as shown on said Survey; thence westerly along said centerline of Mather Boulevard the following four (4) courses: 1) along the arc of a curve to the right having a radius of 2,000.00 feet, said arc being subtended by a chord bearing North 87°57'17" West 455.50 feet; 2) along the arc of a curve to the left having a radius of 2,000.00 feet, said arc being subtended by a chord bearing North 87°56'51" West 455.92 feet; 3) South 85°29'42" West 308.85 feet; and 4) along the arc of a curve to the left having a radius of 1,500.00 feet, said arc being subtended by a chord bearing South 81°59'06" West 183.89 feet to the intersection with the centerline of Lemay Street,

a County Road; thence along said centerline the following two (2) courses: 1) North 04°27'17" West 197.25 feet; and 2) along the arc of a curve to the right having a radius of 280.00 feet, said arc being subtended by a chord bearing North 27°27'46" East 296.29 feet to a point on the centerline of Peter A. McCuen Boulevard, a County Road; thence southwesterly along the southwesterly prolongation of said centerline of Peter A. McCuen Boulevard to the intersection with the centerline of Old Placerville Road a County Road, as shown on that certain Parcel Map of "MATHER BUSINESS PARK" filed in the office of the Recorder, County of Sacramento, State of California in Book 70 of Parcel Maps, Page 28; thence southwesterly along said centerline of Old Placerville Road the following three (3) courses: 1) South 56°25'09" West 1,931.42 feet; 2) along the arc of a curve to the left having a radius of 2,000.00 feet, said arc being subtended by a chord bearing South 52°01'29" West 313.50 and 3) South 47°31'46" West 795.58 feet to the intersection of said Centerline of Old Placerville Road with the intersection of Routier Road a County Road thence continuing along said centerline of Old Placerville Road the following two (2) courses: 1) South 47°31'46" West 73.39 feet; and 2) along the arc of a curve to the right having a radius of 2000.00 feet, said arc being subtended by a chord bearing South 57°38'23" West 702.17 feet; thence continuing along said centerline of Old Placerville Road, South 67°45'00" West 463.80 feet to the intersection of said centerline with the centerline of Astral Drive, a County Road; thence continuing along said centerline of Old Placerville Road along the southerly line of that certain Plat of Cordova Palms filed in the office of the Recorder of said County and State in Book 105 of Maps, Map No. 10, South 67°45'00" West 1438.50 feet to the southwest corner of said Map; thence continuing along said centerline of Old Placerville Road, South 67°45'00" West 573.32 feet; thence continuing along said centerline of Old Placerville Road South 84°23'55" West 2,517.22 feet to the intersection with the centerline of Bradshaw Road, a County Road; thence along said centerline the following three (3) courses: 1) North 00°35'01" West 496.34 feet; 2) along the arc of a curve to the right having a radius of 2,000.00 feet, said arc being subtended by a chord bearing North 02°26'11" East 210.73 feet; and 3) along the arc of a curve to the left having a radius of 2,000.00 feet said arc being subtended by a chord bearing North 03°33'09" East 132.87 feet; thence continuing northerly along said centerline of Bradshaw Road to the intersection of said centerline with the centerline of Folsom Boulevard, a County Road; thence northeasterly along Road; thence northeasterly along said centerline of Folsom Boulevard to a point which bears South 32°35'40" East 40.00 feet from the southeast corner Parcel One as said Parcel is shown on that certain Parcel Map entitled "PORTION OF ROUTIER 82-46/100A AND OF BOYD 157-85/100A -RANCHO RIO DE LOS AMERICANOS" filed in the office of the Recorder, County of Sacramento, State of California in Book 16 of Parcel Maps, Page 5; thence North 32°35'40" West 40.00 feet to the southeast corner of said Parcel One; thence along the easterly line of said Parcel One the following eight (8) courses: 1) North 22°20'25" West 83.35 feet; 2) North 00°28'00" 68.00 feet; 3) along the arc of a curve to the right having a radius of 103.00 feet, said arc being subtended by a chord bearing North 20°47'29" East 71.56 feet to a point of reverse curvature; 4) along the arc of a curve to the left having a radius of 60.67 feet, said arc being subtended by a chord bearing North 20°47'39" East 42.15 feet; 5) North 00°28'00" East 397.98 feet; 6) South 89°09'30" West 140.00 feet; 7) North 60°51'46" West 47.00 feet; and 8) North 22°47'47" West 62.00 feet to a point on the North line of said Parcel One; thence North 39°22'08" West 115.63 feet to a point on the westerly line of Parcel Two as shown on said Parcel Map filed in the office of the Recorder, County of Sacramento, State of California in Book 16 of Parcel Maps at Page 5; thence along the westerly of said Parcel Two the following seven (7) courses: 1) North 50°00'00" East 164.75 feet; 2) North 42°30'00" East 252.00 feet; 3) North 05°45'00" East 482.00 feet; 4) North 19°27'00" West 217.00 feet; 5) North 22°27'00" East 267.00 feet; 6) North 12°58'00" East 413.00 feet; and 7) North 13°06'00" East 542.80 feet to the most northerly corner of Parcel 2 as said Parcel is shown on said Parcel Map; thence South 54°52'42" West to a point on the centerline of the American River; thence upstream along meanders of said centerline of the American

River to the southwest corner of Parcel 1 as said Parcel is shown on that certain Record of Survey entitled "SOUTHSIDE AMERICAN RIVER PARKWAY" filed in the office of the Recorder, County of Sacramento, State of California in Book 23 of Surveys at Page 1; thence along the westerly line of said Record of Survey the following thirty six (36) courses: 1) North 15°20'53" West 55.47 feet; 2) North 08°20'43" West 523.00 feet; 3) North 19°59'43" West 231.00 feet; 4) North 36°18'53" West 228.00 feet; 5) North 44°59'43" West 574.42 feet; 6) North 58°35'43" West 378.33 feet; 7) North 31°49'38" West 511.38 feet; 8) North 07°48'23" East 438.06 feet; 9) North 13°14'14" East 504.40 feet; 10) North 28°57'44" East 653.71 feet; 11) North 29°49'24" East 371.41 feet; 12) North 36°41'24" East 349.33 feet; 13) North 46°51'26" East 421.59 feet; 14) North 56°59'29" East 200.16 feet; 15) North 34°23'49" East 318.21 feet; 16) North 50°49'45" East 612.38 feet; 17) North 58°40'07" East 801.94 feet; 18) South 73°21'43" East 503.63 feet; 19) South 63°17'47" East 926.57 feet; 20) North 64°55'57" East 721.52 feet; 21) North 36°16'50" East 842.10 feet; 22) North 43°04'11" East 399.70 feet; 23) North 49°01'50" East 520.00 feet; 24) North 79°57'00" East 324.92 feet; 25) North 88°18'32" East 301.08 feet; 26) North 61°10'02" East 107.97 feet; 27) North 52°42'20" East 840.78 feet; 28) North 30°31'50" East 750.00 feet; 29) North 38°17'26" East 386.86 feet; 30) North 23°22'48" East 1,118.87 feet; 31) North 22°30'52" East 417.85 feet; 32) North 37°57'16" West 697.53 feet; 33) North 32°02'39" West 627.63 feet; 34) North 00°51'06" East 493.12 feet; 35) North 16°18'50" East 652.30 feet; and 36) North 22°29'51" East 826.77 feet; thence North 22°29'51" East 664.04 feet; thence North 47°24'51" East 965.25 feet; thence North 54°17'51" East 407.22 feet; thence South 44°30'00" East 155.40 feet to an angle point on the westerly line of Parcel No.6 as said Parcel is shown on said Record of Survey (Book 23 of Surveys, Page 1); thence along the westerly line of said Record of Survey the following nineteen (19) courses: 1) North 54°46' East 965.70 feet; 2) North 47°26'32" East 597.34 feet; 3) North 57°57'31" East 348.09 feet; 4) North 85°16'51" East 1,044.28 feet; 5) South 63°19'09" East 609.40 feet; 6) South 31°46'37" East 282.33 feet; 7) South 05°18'09" West 335.44 feet; 8) South 37°11'36" West 531.01 feet; 9) South 19°51'18" West 612.41 feet; 10) South 06°16'21" East 832.92 feet; 11) South 33°11'44" East 642.92 feet; 12) South 52°24'52" East 624.66 feet; 13) South 81°35'00" East 395.30 feet; 14) North 59°10'45" East 456.44 feet; 15) North 36°55'58" East 1,017.09 feet; 16) North 34°29'30" East 500.00 feet; 17) North 36°07'42" East 275.96 feet; 18) North 45°17'47" East 1,502.62 and 19) North 43°27'38" East 2,970.33 feet; to the most northerly corner of Parcel No.8 as said Parcel is shown on said Record of Survey; thence along the easterly line of Parcel No.8 and Parcel No. 9 of said Record of Survey, South 25°03'40" East 1,053.67 feet; thence North 64°56'20" East 50.00 feet to a point on the centerline of Sunrise Boulevard, a County Road as shown on that certain Plat of 'GOLD RIVER UNIT NO. 16 A' filed in the office of Recorder, County of Sacramento, State of California in Book 186 of Maps, Map No.6; thence southeasterly along said centerline to the beginning of an arc of a curve to the right having a radius of 1,999.01 feet as shown on said Map, said arc being subtended by a chord bearing South 04°00'00" East 1,206.50 feet; thence continuing along said centerline South 13°33'51" East 1,787.86 feet to the intersection with the centerline of Coloma Road, a County Road; thence along said centerline of Coloma Road as shown on that certain Record of Survey entitled 'A PORTION OF SUBDIVISIONS "THOMAS COX 615 43/100 A. AND HENRY S. MELLER, 176A.", RANCHO RIO DE LOS AMERICANOS ,BEING ALSO A PORTION OF PARCEL 'L', BOOK 22 ROS PAGE 16' filed in the office of the Recorder said County and State in Book 39 of Surveys at Page 32, North 79°45'44" East 446.87 feet to the centerline of Citrus Road, a County Road; thence along said centerline of Citrus Road South 11°49'10" West 2,733 feet more or less to a point on the centerline of California State Highway 50; thence along said centerline South 63°00'00" West 1,960 feet more or less to a point on the centerline of Sunrise Boulevard, a County Road' thence southeasterly along said centerline of Sunrise Boulevard to the intersection of said centerline with the centerline of Trade Center Drive, a County Road as shown on that certain Parcel Map entitled "PARCEL 7 OF 47 P.M. 28, AND A PORTION OF LOTS 3 & 4 BLOCK 3 OF NATOMAS CONSOLIDATED OF CALIFORNIA SUBDIVISIONS NO.2, 14 B.M. 20"

filed in the office of the Recorder of said County and State in Book 138 of Parcel Maps, Page 15; thence continuing along said centerline of Sunrise Boulevard the following two (2) courses: 1) South 32°08'30" East 168.54 feet; and 2) along the arc of a curve to the right having a radius of 3,000.00 feet, said arc being subtended by a chord bearing South 19°58'18" East 1257.12 feet; thence continuing along said centerline of Sunrise Boulevard as shown on that certain Parcel Map entitled "LOT 5 AND PORTION OF LOT 4 OF BLOCK 3, LOTS 1 AND 3 AND PORTION LOTS 2, 4 AND 5 OF BLOCK 7, NATOMAS CONSOLIDATED OF CALIFORNIA SUBDIVISION NO.2 RECORDED IN 14 B.M. 20 AND A PORTION OF PROJ. SEC. 36, T. 9N., R. 6E., M.D.M." filed in the office of the Recorder of said County and State in Book 50 of Parcel Maps at Page 26 the following two (2) courses: 1) along the arc of a curve to the right having a radius of 3,000.00 feet said arc being subtended by a chord bearing South 04°38'59" East 342.75 feet; and 2) South 01°22'30" East 3285.21 feet to the intersection of said centerline with the centerline of White Rock Road, a County Road; thence continuing along said centerline of Sunrise Boulevard as shown on that certain Parcel Map of "SUNRISE PARK" filed in the office of the Recorder of said County and State in Book 80 of Parcel Maps at Page 6 South 01°56'36" East 1,174.76 feet to the intersection of Sanders Drive, A County Road as shown on said Parcel Map; thence along said centerline the following five (5) courses: 1) North 88°03'24" East 135.00 feet; 2) along the arc of a curve to the right, said arc being subtended by a chord bearing South 86°46'47" East 180.00 feet to a point of reverse curvature; 3) thence along the arc of a curve to the left having a radius of 1,500.00 feet, said arc being subtended by a chord bearing South 85°26'29" East 200.14 feet; 4) South 89°16'00" East 341.41 feet; and 5) along the arc of a curve to the right having a radius of 1,500.00 feet said arc being subtended by a chord bearing South 86°33'57" East 141.37 feet; thence along the centerline of Gold Valley Drive, a County Road as shown on said Parcel Map the following four (4) courses: 1) along the arc of a curve to the left having a radius of 1,500.00 feet, said arc being subtended by a chord bearing North 00°30'59" West 347.51 feet; 2) North 07°10'06" West 723.51 feet; 3) along the arc of a curve to the right having a radius of 520.00 feet, said arc being subtended by a chord bearing North 03°15'05" West 71.04 feet; and 4) North 00°39'55" East 61.18 feet to a point on the centerline of White Rock Road, a County Road; thence along said centerline as shown on said Parcel Map the following three (3) courses: 1) South 89°20'05" East 113.80 feet; 2) North 76°21'25" East 639.51 feet; and 3) North 80°14'25" East 782.13 feet to the intersection of said centerline with the southerly prolongation of the west line of Parcel 4 as said Parcel is shown on that certain Parcel Map entitled "PORTIONS OF PROJECTED SECTIONS 15, 16, 21, 22 & 31, T. 9N., R. 7E., M.D.M. IN RANCHO RIO DE LOS AMERICANOS" filed in the office of the Recorder of said County and State in Book 87 of Parcel Maps, Page 8; thence North 07°04'40" West 447.80 feet to the northwest corner of said Parcel 4 and being an angle point on the entitled "BEING PROJECTED SECTIONS 22, 23, 28, 29 AND PORTIONS OF PROJECTED SECTIONS 11, 12, 13, 14, 15, 16, 19, 20, 21, 24, 25, 26, 27, 30, 31, 32, 33 AND 34, T. 9N., R. 7E., M.D.M. IN RANCHO RIO DE LOS AMERICANOS TOGETHER WITH PORTIONS OF SECTIONS 13, 24, AND 25 T. 9N., R. 7E., M.D.M." filed in the office the Recorder of said County and State in Book 62 of Surveys, Page 4; thence along the westerly and northerly line of said Area 1 the following seventeen (17) courses: 1) North 07°04'23" West 171.94 feet; 2) North 07°05'02" West 627.11 feet; 3) North 07°03'44" West 1,002.93 feet; 4) North 07°01'54" West 1,032.09 feet; 5) along the arc of a curve concave easterly and having a radius of 5,040.00 feet; thence northeasterly along said curve through a central angle of 17°50'00" an arc distance of 1,568.70 feet; 6) North 10°45'17" East 800.30 feet; 7) along the arc of a concave southeasterly and having a radius of 840.00 feet; thence northeasterly along said curve through a central angle of 12°28'00" an arc distance of 182.77 feet; 8) North 23°13'17" East 508.60 feet 9) along the arc of a curve concave southerly and having a radius of 140.00 feet; thence northeasterly along said curve through a central angle of 64°47'05" an arc distance of 158.30 feet 10) North 88°00'17" East 194.60 feet; 11) North 85°08'17" East 200.20 feet; 12) North 88°00'11" East 149.30 feet; 13) along the arc of a curve concave northerly and having a radius of

450.00 feet; thence northeasterly along said curve through a central angle of 63°44'00", an arc distance of 500.56 feet; 14) North 24°16'17" East 1,147.90 feet; 15) along the arc of a curve concave southeasterly and having a radius of 2,850.00 feet; thence northeasterly along said curve through a central angle of 18°50'00" an arc distance of 907.79 feet; 16) North 42°31'17" East 665.80 feet; and 17) along the arc of a curve concave southeasterly and having a radius of 3,050.00 feet; thence northeasterly along said curve through central angle of 16°42'00", an arc length of 888.00 feet; thence along the westerly and northerly line of Area 'B' as shown on said Record of Survey (Book 62 of Surveys, Page 4) the following five (5) courses: 1) North 30°46'43" West 25.00 feet; 2) along the arc of a curve concave southerly and having a radius of 3,075.00 feet; thence easterly along said curve through a central angle of 14°30'00" an arc distance of 778.20 feet; 3) North 73°43'17" East 669.20 feet; 4) along the arc of a curve concave northwesterly and having a radius of 3,125.00 feet; thence north easterly along said curve through a central angle of 16°53'00" an arc length of 920.84 feet; and 5) North 56°50'17" East 1,001.80 feet; thence along the westerly line of Area 'T' shown on said Record of Survey (Book 62 of Surveys at Page 10) South 26°00'47" East 1,126.40 feet; thence South 09°18'18" East 2,138.66 feet to an angle point on said Westerly line of Area 'T'; thence along said Westerly line of Area 'T' the following eleven (11) courses: 1) South 02°16'21" East 503.45 feet; 2) South 88°02'55" West 698.14 feet; 3) South 01°52'09" West 2,198.89 feet; 4) South 88°06'18" West 532.84 feet; 5) South 02°06'55" East 534.84 feet; 6) North 88°00'50" East 482.80 feet; 7) South 00°01'15" East 989.85 feet; 8) South 73°05'34" West 602.37 feet; 9) North 87°49'41" West 1,094.06 feet; 10) South 62°25'28" West 1,487.32 feet; and 11) South 06°07'27" East 2020.65 feet; thence along the south line of Area 'A' as shown on said Parcel Map South 78°34'13" West 808.76 feet to the most westerly corner of that certain Parcel Map entitled 'A PORTION OF "RECORD OF SURVEY" PORTION OF RANCHO RIO DE LOS AMERICANOS' filed in the office of the Recorder, County of Sacramento State of California in Book 57 of Parcel Map, Page 13; thence along the centerline of White Rock Road a County Road as shown on said Parcel Map the following seven (7) courses: 1) along the arc of a curve to the right having a radius of 1,500.00 feet said arc being subtended by a chord bearing North 86°31'37" East 313.85 feet; 2) South 87°28'04" East 389.84 feet; 3) along the arc of a curve to the left having a radius of 3,000.00 feet, said arc being subtended by a chord bearing North 88°22'18" East 435.31 feet; 4) North 84°12'40" East 1,297.46 feet; 5) along the arc of a curve to the right having a radius of 5,000.00 feet, said arc being subtended by a chord bearing North 86°31'35" East 404.01 feet; 6) North 88°50'31" East 2,409.35 feet; and 7) along the arc of a curve to the left having a radius of 3,000.00 feet said arc being subtended by a chord bearing North 88°15'36" East 60.91 feet; thence South 00°57'22" East 40.54 feet to an angle point on the north line of Parcel 15 as said Parcel is shown on that certain Parcel Map entitled "A PORTION OF RECORD OF SURVEYS 12 R.S. 30 AND 18 R.S. 4 AND ALSO BEING A PORTION OF RANCHO RIO DE LOS AMERICANOS" filed in the office of the Recorder of said County and State in Book 47 of Parcel Maps, Page 13; thence along said North line North 87°02'11" East 6897.60 feet to the point of beginning.

TOGETHER WITH Areas 2, 3, 4, 5, 7, 'G' and 'F' as said Areas are shown on that certain Record of Survey entitled 'BEING PROJECTED SECTIONS 22, 23, 28, 29 AND PORTIONS OF PROJECTED SECTIONS 11, 12, 13, 14, 15, 16, 19, 20, 21, 24, 25, 26, 27, 30, 31, 32, 33, AND 34, T. 9N., R. 7E., M.D.M. IN RANCHO RIO DE LOS AMERICANOS TOGETHER WITH PORTIONS OF SECTIONS 13, 24, AND 25 T. 9N., R. 7E., M.D.M.' filed in the office of the Recorder of said County and State in Book 62 of Surveys, Page 4.

TOGETHER WITH all that certain real property situated in the County of Sacramento, State of California, described as follows:

All that portion of Sections 25 and 36, Township 9 North, Range 6 East, together with all that portion of

Sections 16, 19, 20, 21, 30 and 31, Township 9 North, Range 7 East, Mount Diablo Meridian, described as follows:

Beginning at a point in the City of Rancho Cordova City Limit Line as described within Resolution No. LAFC 1243, being the Resolution of the Sacramento Local Agency Formation Commission making determinations for the approval of the incorporation of Rancho Cordova, California (12-97) with a proposed effective date of July 1, 2003, said point also being the intersection of the centerline of Citrus Road with the intersection of the centerline of California State Highway 50 as described within said Resolution No. LAFC 1243; thence along said centerline of said California State Highway 50 South 63°00'00" West 1960 feet, more or less, to a point on the centerline of Sunrise Boulevard, a county road; thence Southeasterly along said centerline of Sunrise Boulevard to the intersection of said centerline with the centerline of Trade Center Drive, a county road as shown on that certain Parcel Map entitled "Parcel 7 of 47 P.M. 28 and a Portion of Lots 3 & 4 of Block 3 of Natomas Consolidated of California Subdivision No. 2, 14 B.M. 20" filed in the office of the Recorder of said County and State in Book 138 of Parcel Maps, Page 15; thence continuing along said centerline of Sunrise Boulevard the following two (2) courses: (1) South 32°08'30" East 168.54 feet and (2) along the arc of a curve to the right, having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 19°58'18" East 1257.12 feet; thence continuing along said centerline of Sunrise Boulevard as shown on that certain Parcel Map entitled "Lot 5 and Portion of Lot 4 of Block 3, Lots 1 and 3 and Portion of Lots 2, 4 and 5 of Block 7, Natomas Consolidated of California Subdivision No. 2 Recorded in 14 B.M. 20 and a Portion of Proj. Sec. 36, T. 9 N., R. 6 E., M.D.M." filed in the office of the Recorder of said County and State in Book 50 of Parcel Maps, Page 26, the following two (2) courses: (1) along the arc of a curve to the right, having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 04°38'59" East 342.75 feet and (2) South 01°22'30" East 3285.21 feet to the intersection of said centerline with the centerline of White Rock Road, a county road; thence continuing along said centerline of Sunrise Boulevard as shown on that certain Parcel Map of "Sunrise Park" filed in the office of the Recorder of said County and State in Book 80 of Parcel Maps, Page 6, South 01°56'36" East 1174.76 feet to the intersection of Sanders Drive, a county road as shown on said Parcel Map; thence along said centerline the following five (5) courses: (1) North 88°03'24" East 135.00 feet; (2) along the arc of a curve to the right, said arc being subtended by a chord bearing South 86°46'47" East 180.00 feet to a point of reverse curvature; (3) along the arc of a curve to the left, having a radius of 1500.00 feet, said arc being subtended by a chord bearing South 85°26'29" East 200.14 feet; (4) South 89°16'00" East 341.41 feet and (5) along the arc of a curve to the right, having a radius of 1500.00 feet, said arc being subtended by a chord bearing South 86°33'57" East 141.37 feet; thence along the centerline of Gold Valley Drive, a county road as shown on said Parcel Map, the following four (4) courses: (1) along the arc of a curve to the left, having a radius of 1500.00 feet, said arc being subtended by a chord bearing North 00°30'59" West 347.51 feet; (2) North 07°10'06" West 723.51 feet; (3) along the arc of a curve to the right, having a radius of 520.00 feet, said arc being subtended by a chord bearing North 03°15'05" West 71.04 feet and (4) North 00°39'55" East 61.18 feet to a point on the centerline of White Rock Road, a county road; thence along said centerline as shown on said Parcel Map the following three (3) courses: (1) South 89°20'05" East 113.80 feet; (2) North 76°21'25" East 639.51 feet and (3) North 80°14'25" East 782.13 feet to the intersection of said

centerline with the Southerly prolongation of the West line of Parcel 4 as said parcel is shown on that certain Parcel Map entitled "Portions of Projected Sections 15, 16, 21, 22 & 31, T. 9 N., R. 7 E., M.D.M in Rancho Rio De Los Americanos" filed in the office of the Recorder of said County and State in Book 87 of Parcel Maps, Page 8; thence North 07°04'40" West 447.80 feet to the Northwest corner of said Parcel 4 and being an angle point on the Westerly line of Area 1 as shown on that certain Record of Survey entitled "Being Projected Sections 22, 23, 28 and 29 and Portions of Projected Sections 11, 12, 13, 14, 15, 16, 19, 20, 21, 24, 25, 26, 27, 30, 31, 32, 33 and 34, T. 9 N., R. 7 E., M.D.M. in Rancho Rio De Los Americanos Together with Portions of Sections 13, 24 and 25, T. 9 N., R. 7 E., M.D.M." filed in the office of the Recorder of said County and State in Book 62 of Surveys, Page 4; thence along the Westerly and Northerly lines of said Area 1 the following seventeen (17) courses: (1) North 07°04'23" West 171.94 feet; North 07°05'02" West 627.11 feet; (3) North 07°03'44" West 1002.93 feet; (4) North 07°01'54" West 1032.09 feet; (5) along the arc of a curve, concave Easterly and having a radius of 5040.00 feet; thence Northeasterly along said curve, through a central angle of 17°50'00" an arc distance of 1568.70 feet; (6) North 10°45'17" East 800.30 feet; (7) along the arc of a curve, concave Southeasterly and having a radius of 840.00 feet; thence Northeasterly along said curve, through a central angle of 12°28'00" an arc distance of 182.77 feet; (8) North 23°13'17" East 508.60 feet; (9) along the arc of a curve, concave Southerly and having a radius of 140.00 feet; thence Northeasterly along said curve, through a central angle of 64°47'05" an arc distance of 158.30 feet; (10) North 88°00'17" East 194.60 feet; (11) North 85°08'17" East 200.20 feet; (12) North 88°00'17" East 149.30 feet; (13) along the arc of a curve, concave Northerly and having a radius of 450.00 feet; thence Northeasterly along said curve, through a central angle of 63°44'00" an arc distance of 500.56 feet; (14) North 24°16'17" East 1147.90 feet; (15) along the arc of a curve, concave Southeasterly and having a radius of 2850.00 feet; thence Northeasterly along curve, through a central angle of 18°15'00" an arc distance of 907.79 feet; (16) North 42°31'17" East 665.80 feet and (17) along the arc of a curve, concave Southeasterly and having a radius of 3050.00 feet; thence Northeasterly along said curve, through a central angle of 16°42'00" an arc length of 888.99 feet; thence along the Westerly and Northerly lines of Area B as shown on said Record of Survey (Book 62 of Surveys, Page 4) the following five (5) courses: (1) North 30°46'43" West 25.00 feet; (2) along the arc of a curve, concave Southerly and having a radius of 3075.00 feet; thence Easterly along said curve, through a central angle of 14°30'00" an arc distance of 778.20 feet; (3) North 73°43'17" East 669.20 feet; (4) along the arc of a curve, concave Northwesterly and having a radius of 3125.00 feet; thence Northeasterly along said curve, through a central angle of 16°53'00" an arc length of 920.84 feet and (5) North 56°50'17" East 1001.80 feet; thence leaving said City of Rancho Cordova City Limit Line, along the Northwesterly line of Area T as shown on said Record of Survey the following two (2) courses: (1) North 56°50'17" East 344.61 feet and (2) along the arc of a curve to the right, concave Southeasterly, having a radius of 875.00 feet, through a central angle of 02°53'43", having a length of 44.22 feet to a point in the City of Rancho Cordova City Limit Line as described within said Resolution No. LAFC 1243; thence along said City of Rancho Cordova City Limit Line and along the Northerly line of Areas 2, 3 and 5 as shown on said Record of Survey the following twelve (12) courses: (1) along the arc of a curve to the right, concave Southeasterly, having a radius of 875.00 feet, through a central angle of 26°12'16", having a length of 400.18 feet; (2) North 89°43'17" East 151.40 feet; (3) along the arc of a curve to the left, concave Northwesterly, having a radius of 400.00 feet, through a central angle of 55°18'05", having a length of

386.08 feet; (4) North 78°06'49" East 558.24 feet; (5) North 63°53'02" East 436.66 feet; (6) South 46°47'31" East 209.13 feet; (7) North 65°44'49" East 1039.28 feet; (8) North 46°39'35" East 420.22 feet; (9) South 23°11'03" East 151.23 feet; (10) North 63°41'59" East 1364.87 feet; (11) South 26°47'26" East 481.61 feet and (12) North 61°24'52" East 1189.11 feet to the Northeast corner of said Area 5; thence leaving the City Limit Line of the City of Rancho Cordova as described within said Resolution No. LAFC 1243, along the Easterly line of Area E as shown on said Record of Survey North 30°19'16" West 1247.14 feet to the Northeast corner of said Area E; thence along the Northerly line of Area H as shown on said Record of Survey to a point in the prolongation of the centerline of the Hazel Avenue overcrossing; thence along said centerline to the intersection of the centerline of said California State Highway 50; thence Southwesterly along said centerline to the point of beginning.

MEMORANDUM



ITEM 9.13.

DATE: June 20, 2022
TO: Honorable Mayor and Council Members
FROM: Adam Lindgren, City Attorney
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, IMPLEMENTING AN ANNUAL COMPENSATION COST OF LIVING INCREASE FOR THE CITY MANAGER**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize payment of a 3.5% annual compensation cost of living increase to the City Manager.

BACKGROUND

Cyrus Abhar has served as the City Manager for the City of Rancho Cordova since November 2, 2015.

Section II(A)(1) of his current employment agreement (Agreement) provides for an annual compensation cost of living increase based on the Consumer Price Index.

The City Manager previously voluntarily deferred that increase and has recently requested three and one-half percent (3.5%), which is considerably below the amount of the increase in the Consumer Price Index that he is entitled to receive under the Agreement.

The increase would be effective June 26, 2022, the date that salary adjustments for other City employees are proposed to go into effect.

Before taking final action, the City Attorney, on behalf of the City Council, will orally report a summary of the recommended actions on City Manager pay and benefits during this open session of a regular council meeting.

FISCAL IMPACT AND FUNDING SOURCE

Various.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, IMPLEMENTING AN ANNUAL COMPENSATION COST OF LIVING INCREASE FOR THE CITY MANAGER

WHEREAS, Cyrus Abhar has served as City Manager for the City of Rancho Cordova since November 2, 2015; and

WHEREAS, the City Council approved an amended and restated employment agreement ("Agreement") with Cyrus Abhar ("City Manager") on November 5, 2018; and

WHEREAS, Section II(A)(1) of his Agreement provides for an annual compensation cost of living increase based on the Consumer Price Index; and

WHEREAS, the City Manager previously voluntarily deferred that increase and has recently requested three and one-half percent (3.5%), which is considerably below the amount of the increase in the Consumer Price Index that he is entitled to receive under the Agreement.

NOW THEREFORE BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA resolves that, effective June 26, 2022, City Manager, Cyrus Abhar, shall be awarded an annual compensation cost of living increase performance incentive in the amount of three and one-half percent (3.5%), bringing his total monthly compensation to the amount of twenty-three thousand eight hundred five dollars and nine cents (\$23,805.09).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 20th day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.14.

DATE: June 20, 2022

TO: Honorable Mayor and Council Members

FROM: Kim Juran, Administrative Services Director
Stacy Delaney, Community Enhancement and Investment Senior Management Analyst

SUBJECT: **FISCAL YEAR 2022-23 BUDGET FOR AMERICAN RESCUE PLAN ACT, MEASURE H, AND MEASURE R**

RECOMMENDATION

1) Adopt the Resolution approving the Fiscal Year 2022-23 American Rescue Plan Act budget; 2) Adopt the Resolution approving the Fiscal Year 2022-23 budget amounts for Measure R, the revenues from the voter-approved 1/2 Cent Sales Tax; 3) Adopt the Resolution approving the Fiscal Year 2022-23 budget amounts for Community Grants, Legacy Projects, and Department Led Initiatives to be funded from the Measure H/Community Enhancement and Investment Fund, the revenues from the voter-approved 1/2 Cent Sales Tax; 4) Adopt the Resolution approving the Fiscal Year 2021-22 Measure H/Community Enhancement and Investment Fund budget amendment; 5) Adopt the Resolution approving appropriations limit for Fiscal Year 2022-23; and 6) Adopt the Resolution approving full-time employee salary schedule.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolutions for American Rescue Plan Act, Measure H, and Measure R will provide appropriation authority for fiscal year 2022-23 for the approved projects and programs in each of these funds. Adoption of the resolution for the fiscal year 2021-22 Measure H budget amendment will provide appropriation authority for revenues collected above the original budget to be allocated to projects and programs previously identified by the City Council. Adoption of the Appropriations Limit establishes the annual appropriations limit as required by law and the Full Time Employee Salary Schedule establishes the pay schedule in accordance with CalPERS requirements.

BACKGROUND

The City adopted the Fiscal Year 2021-23 Operating Budget in June 2021. Even though this two-year budget provides appropriation authority to the City through June 30, 2023, City staff re-evaluate revenue performance throughout the two-year budget cycle and make adjustments to the budget when necessary. While the City's General Fund is the primary funding source for day-to-day operations, the community has entrusted the City with approving two add-on sales tax measures (Measure H and Measure R) that fund enhanced programs and projects throughout the City that would otherwise not be possible. Due to higher than anticipated growth

of these sales tax revenues, the City initiated discussions with the City Council to develop an updated expenditure plan for Measure H and Measure R that fully utilizes anticipated revenues for the upcoming fiscal year. These City Council discussions began on March 29, 2022 and continued through the months of April and May.

In addition to the two voter approved sales tax measures, the City was allocated \$15.58 million in American Rescue Plan Act (ARPA) funds in Spring 2021. As final guidance on the eligible use of these ARPA funds was still being developed throughout 2021, an initial discussion with the City Council on potential uses of ARPA funds occurred on August 2, 2021, followed by a more in depth discussion on November 1, 2021, during which the City Council identified priority initiatives to be funded through ARPA. The U.S Treasury issued its final guidance on the use of ARPA funds in January 2022, which resulted in some significant modifications to how funds could be utilized. Thus, one additional discussion with the City Council occurred on March 29, 2022, to revisit the proposed programming of ARPA funds given the revised guidelines.

At the meeting on June 6, 2022, the City Council received a final presentation to review the proposed allocation of these three funding sources. This overview also provided a comprehensive view of how all three funding sources combine to fund the identified priority projects and programs for Fiscal Year 2022-23. The City is fortunate to have a total of \$38 million of funds available from these three funding sources to provide enhanced programs and projects for the community as it emerges from the pandemic.

FISCAL IMPACT AND FUNDING SOURCE

Fiscal impact defined in each of the attachments.

ATTACHMENT(S)

1. Funding Summary
2. ARPA Resolution
3. Exhibit A to Resolution - ARPA Resolution
4. Measure R Resolution
5. Exhibit A to the Resolution - Measure R
6. Measure H Resolution FY 22-23
7. Exhibit A to the Resolution - Measure H FY 22-23
8. Measure H Resolution FY 21-22 Budget Amendment
9. Exhibit to the Resolution - Measure H Resolution FY 21-22 Budget Amendment
10. Resolution GANN 22-23
11. Price and Population 2022
12. GANN FY 22-23 Worksheets Exhibit
13. Salary Schedule Resolution 22-23
14. Salary Schedule

Fiscal Year 2022-23 Enhancement Funds Appropriation Summary by Category

Category	Funding Source			Total Investment
	American Rescue Plan Act	Measure H	Measure R	
COVID-19 Response & Recovery, Economic Development, Community Development	4,850,000	780,000	4,333,000	9,963,000
Affordable Housing, Homelessness, Assistance to Households	3,702,000	670,000	-	4,372,000
Public Safety	-	2,158,400	-	2,158,400
Public Works Infrastructure/Maintenance	3,917,000	1,824,000	4,700,000	10,441,000
Assistance to Disproportionately Impacted Households & Communities	2,500,000	-	-	2,500,000
Capital Investment/Legacy Projects	-	2,703,474	1,797,000	4,500,474
Measure H Community Grant Funds		2,694,126		2,694,126
Unallocated ARPA Reserve	619,333			619,333
Administration (5% of total revenue)		570,000	570,000	1,140,000
Total	\$ 15,588,333	\$ 11,400,000	\$ 11,400,000	38,388,333

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING THE FISCAL YEAR 2022-23 AMERICAN RESCUE PLAN ACT BUDGET**

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (ARPA) was signed into law making \$350 billion available through the State and Local Fiscal Recovery Funds (SLFRF) to assist states, tribal governments, and local governments with the recovery from the economic impacts caused by COVID-19; and

WHEREAS, the City has been allocated \$15,588,333 in ARPA funds to be programmed by December 2024 and spent by December 2026; and

WHEREAS, the City Council held public discussions on the use of these ARPA funds on August 2, 2021, November 1, 2021, March 29, 2022, and June 6, 2022; and

WHEREAS, the Department of Treasury released its final rule on the use of ARPA funds on January 6, 2022 which provided broader flexibility and greater simplicity in using these funds; and

WHEREAS, it is the intention of the City Council to adopt the proposed budget for ARPA funds for Fiscal Year 2022-23 as outlined in Exhibit A;

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA as follows: The City Council adopt the Fiscal Year 2022-23 American Rescue Plan Act Budget (Exhibit A).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ITEM 9.14.

ATTACHMENT 2

ATTEST:

Stacy Leitner, CMC
City Clerk

ITEM 9.14.

ATTACHMENT 3
Exhibit A to the Resolution

Budget Appropriation Fund 2325

Category	Proposed Projects/Programs	American Rescue Plan Act
COVID-19 Response & Recovery Economic Development Community Development	Workforce Development/Community Support	1,000,000
	Business Support	3,000,000
	Food Locker Capacity Building (in progress - commitment has been awarded)	350,000
	Non Profit COVID-19 Recovery & Support	500,000
		4,850,000
Affordable Housing Homelessness Assistance to Households	Neighborhood Services Homeless Enhancements	152,000
	Mather Veteran's Village Phase IV (\$2M of matching funds from Sac County ARPA)	2,000,000
	Crossings at Woodberry Phase II	1,000,000
	Small Site Homeless Housing Program	300,000
	Childcare support & assistance	250,000
		3,702,000
Public Works Infrastructure/Maintenance	Stormdrain improvements to Monier Circle to provide relief to local businesses (payment made in FY21/22)	2,000,000
	Broadband and Public Wifi	500,000
	Pavement Rehabilitation	
	Mather Field Road Corridor Enhancements	500,000
	Pedestrian improvements in Countryside Neighborhood	917,000
		3,917,000
Assistance to Disproportionately Impacted Households & Communities	Investment in neighborhoods to promote improved health outcomes (based on community input process)	2,500,000
		2,500,000
Unallocated ARPA Reserve	Unallocated ARPA Reserve	619,333
Total		\$ 15,588,333

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING FISCAL YEAR 2022-2023 BUDGET AMOUNTS FOR
PROJECTS AND PROGRAMS TO BE FUNDED FROM MEASURE R REVENUES**

WHEREAS, in November 2020, Rancho Cordova voters approved Measure R, a ½ cent sales tax measure, that now generates approximately \$11 million of annual revenue for the City's general fund; and

WHEREAS, the revenues from Measure R are locally controlled by the City; and

WHEREAS, the City Council has considered recommendations from City staff and Council Members regarding projects and programs to be funded through Measure R; and

WHEREAS, the City Council, at public meetings, has reviewed and discussed the proposed appropriation plan in detail; and

WHEREAS, the City Council now desires to approve final funding recommendations (Exhibit A) for projects and programs to receive funding for the 2022-2023 fiscal year from Measure R, while recognizing that some projects may require subsequent discretionary approvals by the City Council to meet certain legal requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA as follows: The City Council adopts the Fiscal Year 2022-23 Budget Amounts for projects to be funded from Measure R Revenues as set forth in Exhibit A the Fiscal Year 2022-23 Measure R Appropriation Summary.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Budget Appropriation Fund 1200

Category	Proposed Projects/Programs	Measure R
COVID-19 Response & Recovery Economic Development Community Development	Workforce Development/Community Support	200,000
	Property Acquisition/Redevelopment/Expansion of City Services/Corridor	3,633,000
	Community Building, Outreach, Community Service Activities, and Beautification Projects, Programs, & Incentives	500,000
		4,333,000
Public Works Infrastructure/Maintenance	Mills Ranch/Rossmoor Neighborhood Streets Rehabilitation Project	4,000,000
	Corridor Beautification (Mather Field Road and Planning Study)	700,000
		4,700,000
Capital Investment/Legacy Projects	Rancho Cordova Youth Center Operations (annual allocation)	1,000,000
	Rancho Cordova Little League	797,000
		1,797,000
Administration		570,000
Total		\$ 11,400,000

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE FISCAL YEAR 2022-2023 AMOUNTS FOR COMMUNITY GRANTS,
LEGACY FUND, AND DEPARTMENT PROJECTS AND PROGRAMS TO BE FUNDED FROM
THE MEASURE H/COMMUNITY ENHANCEMENT AND INVESTMENT FUND**

WHEREAS, in November 2014, Rancho Cordova voters approved Measure H, a ½ cent sales tax measure, which now generates approximately \$11 million of annual revenue for the City's general fund; and

WHEREAS, the revenues from the Measure H/Community Enhancement and Investment Fund are locally controlled by the City; and

WHEREAS, the City Council and staff invited the community to submit applications to receive funding from the Measure H/Community Enhancement and Investment Fund and more than 90 such applications were received and considered by the City Council; and

WHEREAS, the City Council also considered recommendations from City staff and Council Members regarding projects to be funded from the Measure H/Community Enhancement and Investment Fund; and

WHEREAS, the City Council, at public meetings, has considered all grant applications, public comments, staff recommendations, and City Council proposals regarding the Measure H/Community Enhancement and Investment Fund; and

WHEREAS, the City Council now desires to approve final funding recommendations for projects to receive funding for the 2022-2023 fiscal year from the Measure H/Community Enhancement and Investment Fund, while recognizing that some projects may require subsequent discretionary approvals by the City Council to meet certain legal requirements.

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

1. The Fiscal Year 2022-2023 Measure H/Community Enhancement and Investment Fund Budget and Project list is attached as Exhibit A.
2. That the amounts stated in the Fiscal Year 2022-2023 Measure H/Community Enhancement and Investment Fund Budget and Project List shall become and thereafter be appropriated to funds stated therein and said monies are hereby appropriated.
3. The City Manager is authorized to approve expenditure adjustments within individual funds so long as the total appropriated within each major fund is not exceeded.
4. Additionally, the City Manager, or designee, is authorized to adjust Measure H/Community Enhancement and Investment Fund project allocations per the authority granted under Resolution 122-2021.

5. City staff is authorized to and shall expeditiously process all projects receiving a “Category 1” assignment in Exhibit A, including the execution of funding agreements related to such projects, so that grant funds are distributed as soon as possible.
6. City staff shall ensure that all projects receiving a “Category 2” assignment will move forward as soon as all outstanding issues are resolved, including those related to public bidding and/or prevailing wage requirements; and City staff is authorized to execute required funding agreements and coordinate with necessary outside agencies and parties regarding these projects.
7. Recognizing that the group of projects receiving a “Category 3” assignment in Exhibit A require more extensive staff time to create specifications and meet legal requirements (including public bidding requirements, prevailing wage rules, property entitlements, and/or requirements under the California Environmental Quality Act) City staff shall ensure that planning for these projects makes timely progress and staff shall submit any items requiring additional City Council approval to the Council in a timely fashion.
8. All funding agreements related to the Measure H/Community Enhancement and Investment Fund grants shall be executed by the City Manager, approved by the City Attorney, and shall include requirements to ensure that grant recipients utilize grant monies for the purposes outlined in the approved grant applications. To ensure timely issuance of grant funding, grantees will have 60 days following the receipt of their grant funding agreement to provide the required documentation back to the City needed to execute the agreement. This is being done to help mitigate projects being delayed and/or not finishing during the fiscal year and ensure projects move forward in a timely manner. The Measure H/Community Enhancement and Investment Fund estimated budget is based on the latest available sales tax data at the time the grant applications were approved by the City Council. Although the intent is to see all the approved projects move forward through completion, the impacts from the COVID-19 pandemic may result in some projects not moving forward at all or moving forward in a capacity less than what was anticipated at the time the project was approved for funding.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

Fiscal Year 2022-2023 Community Enhancement and Investment Fund Budget and Project List

ATTACHMENT 7

ITEM 9.14. **Exhibit A to the Resolution**

App.	Category	Application Name	Project Description	FY 2022-2023 Requested	FY 2022-2023 Approved	Numeric Category	Notes
2	Arts, Culture, History, Entertainment & Sports	Rancho Cordova River City Concert Band: Enhancements	This project would provide funds to the Rancho Cordova River City Concert Band (RCRCCB) for equipment, musical talent, and related expenses, thereby enhancing its potential to provide high-quality musical performance events in the City of Rancho Cordova and to equip the RCRCCB to represent the City of Rancho Cordova as musical ambassadors within the region. The goal of the volunteer-driven RCRCCB is to engage with and represent the community of Rancho Cordova with superior musical performances, foster musical interest among children, bring world-class guest artists, conductors and composers to the Rancho Cordova stage, and to provide performance opportunities for skilled community musicians.	\$20,000	\$20,000	1	Recommended to receive full grant request and consistent with other performing arts grants.
3	Arts, Culture, History, Entertainment & Sports	Nu Art Education: Theater Arts & SEL Integration Program at Williamson Elementary School	NorCal School of the Arts outreach program proposes to provide every classroom at Williamson Elementary School with 10 theatre arts and social-emotional learning (SEL) integrated classes as well as an after school production for students wanting to engage in further after school theatre arts programming. Grant funds provided by the City will enable NorCal School of the Arts to serve more than 500 students during school in the Fall of 2022. During the Spring of 2023, students will have the option to participate in an after-school program that will culminate in a fully-produced musical at the school. NorCal teaching artists are trained in weaving SEL strategies into theatre arts lessons. These classes will also act as a professional development opportunity for the Williamson Elementary classroom teachers to learn how to integrate SEL strategies through theatre arts. Teachers will have access to all the curriculum and Theatre/SEL-integrated resources to continue the exercises once the program is completed.	\$25,000	\$15,000	1	Recommended for funding at the same level as FY 2021-22; \$15,000.
5	Arts, Culture, History, Entertainment & Sports	Sacramento Performing Arts Conservancy: Cordova Youth Spotlight Orchestra Expansion	This proposed project builds on progress in 2021/22, the pilot year of the Cordova Youth Spotlight Orchestra (CYSO). It expands student membership from 24 to 32 students. It opens beginning strings to all elementary grades. Based on learnings from the pilot, this project increases the frequency of classes from once to twice a week and seeks funds to pay all student tuition and supplies. Twenty-four scholarship students completed one year of instruction: 11 in orchestra and 13 in beginning strings. These students want to continue developing their skills, and new students are needed to expand the orchestra by 30% to 32 members or more. This project extends the beginning strings class to all elementary grades with parent participation required for students in grades 1 through 3 and encouraged for grades 4 through 6. In 2021, almost half of the CYSO applicants were elementary students who had no experience playing a musical instrument. Sacramento Performing Arts Conservancy accommodated them by adding a beginning strings class. By the end of the year, four beginning students were promoted to the orchestra, and beginning strings students outnumbered orchestra students. Students will receive instruction twice a week for 34 weeks beginning in September 2022 and ending in May 2023. Like the pilot project, students will perform at least two concerts for the Rancho Cordova community. Additional mini concerts were held during the pilot project and are likely to be held again.	\$22,000	\$20,000	1	Recommended for funding similar to that of other performing arts organizations; \$20,000.
7	Arts, Culture, History, Entertainment & Sports	Mandarins of Sacramento: Imperial Winds	Mandarins proposes to introduce "Imperial Winds", a winter performing arts ensemble focusing on brass and woodwind instruments, to be based in Rancho Cordova. Winter Winds ensembles present an original show each year, approximately 8-10 minutes in length, and refine it throughout the winter season. Shows are performed and are judged in various musical and visual categories. Musical repertoires vary widely among corps and include symphonic, jazz, big band, contemporary, rock, wind band, vocal, rap, Broadway, and Latin music, among other genres. Winter Winds ensembles do not have any required instrumentation. In fact, there are purposely less regulations and restrictions against winds groups, in regard to instrumentation. These less stringent rules exist in order to encourage experimentation and freedom of expression. Winds groups also often incorporate percussion elements and guard elements into their performances, resulting in a unique mix of electric synergy. Imperial Winds will address a current need in the community – high schools in Rancho Cordova only offer winter percussion and winter guard programs and Sacramento State only offers an independent winter percussion group. It will be open to all interested woodwind and brass players between the ages of 16-23 years of age. Experience camps will be held in November and December during which students will have the opportunity to hone the musical skills and learn basic movements used in the performances. In January, any interested student is eligible to audition for the forty available competitive openings in the ensemble. The ensemble will continue to practice and perfect their music and visual performance as a team.	\$20,050	\$20,000	1	Recommended for funding similar to that of other performing arts organizations; \$20,000.

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App.	Category	Application Name	Project Description	FY 2022-2023 Requested	FY 2022-2023 Approved	Numeric Category	Notes
11	Arts, Culture, History, Entertainment & Sports	FCUSD: Mills Middle School Drumline	Drumline intends to teach students how to become active members in a working and performing percussion ensemble. This course intends to attract those students who are less apt to sign-up for traditional band/orchestra courses, while continuing to offer the same fundamental musical training that motivates and inspires positive creativity. All students will learn to play and will be expected to demonstrate competency on battery percussion (snare/bass/tenor-drums), and orchestral percussion (marimba/xylophone/bells/limpani, etc.). Grades are based on participation, attendance, practice, and rehearsal technique. Drumline performs at concerts, assemblies, school rallies and sporting events throughout the school year. Their sporting events attract members of the Rancho Cordova Community who will hear, see, and experience the community pride represented by Mills performance drumline. Drumline shows are cross-curricular in that they incorporate dance and movement, theatrical performance, and artistic set-design to create a narrative or explore a theme. Such productions are a reflection of the opportunities to celebrate and exchange ideas and interests unique to community culture, demonstrating positive personal and cultural awareness. Drumline will aid in creating repertoire for school and community building such as pep-rallies and athletic events. If funded, in years 2-4, a small amount of subsequent funding is requested (\$1,500 each year).	\$15,000	\$15,000	1	Recommend to receive full grant request. Multiyear request for funding for four years. Recommend to approve as \$15,000 for first year, then \$1,500 for three years thereafter.
13	Arts, Culture, History, Entertainment & Sports	Symphony d'Oro Rancho Cordova: Season 2022-23	This proposed project would provide funding to Symphony d'Oro Rancho Cordova to be expended for music, performance venue rental, recording fees, guest performing artist/composer fees and related expenses to continue and expand would-class orchestral music offerings in traditional and non-traditional venues in the City of Rancho Cordova.	\$26,000	\$20,000	1	Recommended for funding similar to that of other performing arts organizations; \$20,000.
14	Arts, Culture, History, Entertainment & Sports	Sacramento Children's Museum: General Operations Support	The Sacramento Children's Museum requests funding for three years to support their rebuilding efforts so that they can create more engaging and innovative learning experiences for children. Funding will ensure their stability as they move forward in rehiring staff, increasing hours and capacity, and bringing back community events. With funding support they aim to increase education staffing, hire marketing staff, implement a retention plan for current staff, host six large special events annually, and offer 50% of events at no cost to visitors.	\$150,000	\$150,000	1	Recommended to receive full grant request and approve as a multiyear commitment starting in FY 2022-23 and ending in FY 2024-25.
15	Arts, Culture, History, Entertainment & Sports	Sacramento Philharmonic & Opera: Rancho Cordova Pop-Up Concerts	With grant funding, the Sacramento Philharmonic & Opera would be able to again present a free concert series (at least five concerts, depending on the number of musicians) in locations throughout Rancho Cordova. These concerts would take place in different venues throughout Rancho Cordova and would feature small groups of musicians (4-6) who could perform a variety of classical, pops, and other styles of music. Due to the flexible nature of these concerts, they could tailor each presentation to make it most engaging for the intended audience and for the location. For these performances, they would look to again collaborate and communicate with established partners to assess dates and times for performances that they could perform in conjunction with, and potential new opportunities for concerts that would be impactful for the community.	\$15,000	\$15,000	2	Recommended to receive full grant request.
16	Arts, Culture, History, Entertainment & Sports	Hummingbird Theatre Company: 2022-23 Season	Hummingbird Theatre Company wants to make theatre accessible to the people. They believe in engaging audiences with performances that not only reflect thoughtfully, laugh longer, and feel more, but also inspire pride in their hometown of Rancho Cordova. This season, they would like to bring some laughter and cheer to the children of Rancho Cordova by presenting "From the Page to the Stage" Literary Adaptation Children's Show in either November or December of 2022. This production would be a one-hour touring show suited for all ages, where they would bring classic children's stories and tales to life by adapting and performing them onstage. Their show in April, would be geared towards the whole family, as they would like to present "The Greatest Showcase" – a Musical Theatre Broadway Review. This show would feature local talented performers singing, dancing, and acting out songs from musical theatre favorites, such as Phantom of the Opera, Shrek the Musical, Hamilton, and Rent.	\$29,800	\$20,000	1	Recommended for funding similar to that of other performing arts organizations; \$20,000.
17	Arts, Culture, History, Entertainment & Sports	CCCF: Rancho Cordova Youth Poet Laureate	The project would provide funds to the Cordova Community Council (CCC) to further develop and conduct a Youth Poet Laureate program for the City of Rancho Cordova which is in alignment with the National Youth Poet Laureate program. Using a timeline that aligns with the National Youth Poet Laureate program, the CCC would design a Rancho Cordova schedule and program which would eventually put local contestants in line to compete for the national title. The CCC inherited this project late in 2021-22, too late to engage in the national program. By extending the project into 2022-23, the CCC believes a local program can align with the curriculum and standards developed for the national program and launch with the cooperation of local schools and teen organizations. The National Youth Poet Laureate program celebrates the nation's top youth poets who are committed to artistic excellence, civic engagement and social justice. As part of this national framework, which CCC has joined, the national organization works with local youth literary arts organizations to identify and celebrate exceptional youth poets who use their voice to inspire change.	\$10,000	\$10,000	1	Recommended to receive full grant request.

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App.	Category	Application Name	Project Description	FY 2022-2023 Requested	FY 2022-2023 Approved	Numeric Category	Notes
19	Arts, Culture, History, Entertainment & Sports	Ankur, Inc.: Festival of Knowledge	A grant would provide funds to Ankur to organize and host the Festival of Knowledge a whole day/night event, symbolizing and celebrating education, arts, and culture. The event displays the talent that children and adults have in various arts and cultural fields. This includes an essay competition, music, dance performances, drawing exhibitions, public speaking, etc.	\$12,500	\$5,000	1	Recommend for event sponsorship at \$5,000 level.
21	Arts, Culture, History, Entertainment & Sports	Sacramento Telangana Association: Festival of Flowers	A grant would provide funds to Sacramento Telangana Association (STA) to organize and host the "Bathukamma" Festival known as the Festival of Flowers. Every year during the September - October timeframe the festival is held and celebrates the inherent relationship between earth, water, plants, flowers, and human beings. They are partnering with other nonprofits and organizations for wider community outreach. A grant would allow STA to help educate and organize this unique festival in Rancho Cordova.	\$12,000	\$5,000	1	Recommended for event sponsorship at \$5,000 level.
22	Arts, Culture, History, Entertainment & Sports	Sacramento Telangana Association: International Kite Festival	Sacramento Telangana Association (STA) proposes to bring the International Kite Festival to the City of Rancho Cordova. Across the world and the United States, many cities have similar festivals held annually and attracts kite flyers from all over. STA and Rancho Cordova Travel and Tourism (RCTT) will be partnering to bring an International Kite Festival to the City of Rancho Cordova. RCTT will help promote it with an objective of promoting tourism to the City of Rancho Cordova. This will be a free event open to all ages.	\$3,000	\$3,000	1	Recommended for event sponsorship at \$3,000 level (equal to grant request).
23	Arts, Culture, History, Entertainment & Sports	Sacramento Telangana Association: Festival of Colors	A grant would provide funds to Sacramento Telangana Association (STA) to organize and host the Festival of Colors. STA will be partnering with WeEmbrace and other community organizations to celebrate the Festival of Colors in 2023. This festival marks the arrival of spring and is a celebration of fertility, color, and love, and a time for people to get together and enjoy themselves with friends, families and the community. STA partners with WeEmbrace serving families of individuals with disabilities.	\$3,000	\$3,000	1	Recommended for event sponsorship at \$3,000 level (equal to grant request).
25	Arts, Culture, History, Entertainment & Sports	FCUSD: Community Cultural Appreciation Concert	The Folsom Cordova Unified School District (FCUSD) serves students and families from a variety of diverse cultures. FCUSD wishes to create an opportunity for students and the community to engage in and celebrate the diverse cultures through music. FCUSD would create an opportunity to appreciate the Armenian culture by creating an opportunity to learn about and hear folk music. The project would include working with an Armenian musical group to provide a learning opportunity for both students and the general community. The Cordova High School Performing Arts Center would be the venue for the project. The performance group, Chookasian Armenian Concert Ensemble would be secured to do a matinee performance during school for students and on the same day, do an evening performance for the community. Both events would be free of charge to students and the community to attend. The performances would occur during March 2023.	\$7,912	\$5,000	1	Recommended for event sponsorship at \$5,000 level.
27	Arts, Culture, History, Entertainment & Sports	FCUSD: Athletic Improvement Plan	This proposed project would provide for increased opportunities for student-athletes for afterschool sports. This plan encourages physical fitness as a positive outlet for afterschool sports. This project will enhance the educational programs and athletic programs at Cordova High School, Mills Middle School, and Mitchell Middle School. Evidence supports that one of the best Positive Behavior Intervention and Supports (PBIS) for students is athletics. During the COVID-19 pandemic the need to support Social Emotional Learning (SEL) for our students is greater than ever and athletics is one of the best models for SEL. Ensuring our athletic programs have the necessary equipment, supplies, and means to support our students is paramount to the success of our community.	\$200,000	\$200,000	2	Recommended to receive full grant request.
28	Arts, Culture, History, Entertainment & Sports	Rancho Cordova Student Athlete Coalition: Cordova High School Athletic Improvement Plan	The Rancho Cordova Student Athlete Coalition (RCSAC) has worked with Folsom Cordova Unified School District staff to identify academic and athletic needs at Cordova High School. The purpose of RCSAC is to equitably and efficiently support and recognize the diverse Rancho Cordova student-athletes while maintaining, improving, and upgrading all that is Rancho Cordova athletics. Funding will support tutoring programs, educational field trips, advertising and marketing, physical improvements such as a new marquee and signage, some general facility improvements, recognition awards, and salaries for additional coaches, trainers, and enrichment staff. RCSAC has a booster club component and through this, aims to increase the fundraising efforts at Cordova High School. This is a multiyear request.	\$196,500	\$75,000	2	Recommended for funding at a level more than FY 2021-22. Recommended to receive \$75,000 in FY 2022-23. Booster Club status is required by school district.
29	Arts, Culture, History, Entertainment & Sports	Rancho Cordova Track Club: Implements and Equipment	The Rancho Cordova Track Club seeks funding to provide the youth-athletes participating in track and field and cross country the proper tools to develop in their events. The implements and equipment they are seeking will make practice and competition much easier for the coaches to demonstrate to the youth-athletes; and help them perform to the best of their ability. These implements and equipment will be used for years to come and help many generations of youth-athletes. Rancho Cordova Track Club will continue to host events and provide opportunities for youth-athletes in Rancho Cordova and the greater Sacramento area. Their vision is to be the track and field, cross country, and road race destination.	\$25,000	\$25,000	1	Recommended to receive full grant request.

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30	Arts, Culture, History, Entertainment & Sports	CCCF: Youth Sports Fee Assistance	This project would provide funds to the Cordova Community Council for distribution by the Rancho Cordova Athletic Association (RCAA) to create and manage a fee assistance program for children unable to participate in youth sports programs due to family financial barriers. Cordova Community Council will work with RCAA to establish criteria for assistance, operational guidelines for distribution of funds, as well as bookkeeping and reporting operations. This is a multiyear request.	\$22,000	\$22,000	1	Recommended to receive full grant request and approve as a multiyear commitment starting in FY 2022-23 and ending in FY 2023-24.
31	Arts, Culture, History, Entertainment & Sports	CCCF: Youth Sports Leagues Promo Campaign 2022-23	The project would provide funds to the Cordova Community Council to assist the Rancho Cordova Athletic Association (RCAA) to continue efforts to improve and expand promotion of youth sports leagues in the City of Rancho Cordova. The project will utilize digital and traditional outreach efforts to boost the profile of youth sports leagues, including collaborative efforts which include mass distribution of flyers, development of high quality and effective signage and an expanded means to extend information to grow year-to-year league participation by 5 percent. This project will build upon previous upgrading of youth sports leagues digital profiles at www.rcathletics.org. The elevation of publicity for youth sports is critical to success for these leagues. During league COVID shutdowns, Rancho Cordova recreational leagues reported that many families have left their leagues to play in "pay to play" private leagues, especially among older players. Leagues will need to be rebuilt with younger players and parents with less experience in skills such as coaching and officiating. This is a nationwide challenge of the post-COVID era. This proposal would also continue to expand the outreach to schools in Rancho Cordova that are part of the Elk Grove and Sacramento City school districts.	\$42,000	\$42,000	1	Recommended to receive full grant request.
33	Arts, Culture, History, Entertainment & Sports	CCCF: Renovation and Maintenance of Youth Sports Facilities	This project would provide funds to the Cordova Community Council (CCC) on behalf of the Rancho Cordova Athletic Association to be expended for materials and services to improve and maintain youth sports fields and facilities located on property owned by the Folsom Cordova Unified School District (FCUSD) and/or Cordova Recreation and Park District (CRPD). The project is currently operating in the City of Rancho Cordova, wherein the school district or park district provides labor or other services for field or facility improvements and repairs on their property with material and other services costs, and volunteer effort provided by the Rancho Cordova Athletic Association (RCAA). The projects are selected by a consortium of Rancho Cordova youth sports league leaders organized under the RCAA, a project of the CCC. The sports leagues which stand to benefit from this project include Rancho Cordova Little League, Cordova Girls Softball, Rancho Cordova Soccer, Rancho Cordova Track Club, Cordova Blue Marlins, Cordova Cordettes, Cordova Jr. Lancers, and others.	\$50,000	\$50,000	1	Recommended to receive full grant request.
34	Arts, Culture, History, Entertainment & Sports	Sacfit: Parkway Half Marathon	Sacfit proposes to continue funding of the Parkway Half Marathon and Otter Run to align as a first-class major active-lifestyle event with the City of Rancho Cordova. There are two components of the request. First, maintain the start and finish line configuration from the previous year's grant, which considers the start line in William Pond Park (to facilitate larger volume parking accommodations) and all finish lines and the entire Kid's Otter Dash within the Rancho Cordova City limits. The section along the American River Parkway, from River Bend to Sunrise, is the main route for the Parkway Half Marathon. A grant to continue the Parkway Half Marathon route and finish line within the Rancho Cordova City limits aligns the City with a major running event, as well as a meets the goal of having a community health a fitness event. The alignment of the Parkway Half Marathon with Rancho Cordova elevates the City as a primary regional supporter of the Parkway. Having the race route and finish line within the City and connected to other existing events should be beneficial to all local residents. Second, maintain support for the Kid's 1k "Otter Dash" run. The goal is to align this event to the morning of Kids' Day in the Park. As Kids' Day is no cost to participants, the object is to continue with keeping the Otter Run at no charge to all Rancho Cordova children as well.	\$15,000	\$10,000	1	Recommended for event sponsorship at \$10,000 level towards main event and Otter Dash run.
36	Arts, Culture, History, Entertainment & Sports	Sacramento Area Bicycle Advocates: Capacity Building for Community Bicycling in Rancho Cordova	Sacramento Area Bicycle Advocates (SABA) and Bicycle Advocates of Rancho Cordova (BARC) seek funding for a host of activities that encourage bicycling in Rancho Cordova. Activities include valet bicycle parking at community events, bicycle repair and maintenance clinics, social rides, bicycle education, and a bicycle apprenticeship program and outreach. SABA and BARC have provided experiences for Rancho Cordova community members with grant funds from the City. These funds have provided cycling activities for Rancho Cordova citizens, and has built capacity in BARC, with the goal that it become a self-sufficient bicycling non-profit. These activities have all been a part of a larger community cycling program for Rancho Cordovan citizens. BARC will provide valet bike parking at a full set of venues this year. With funding from the 2021-22 grant plus a sponsorship acquired by SABA, they supported four Rancho Cordova community members in becoming Licensed Certified Instructor's (LCI) with the League of American Bicyclists. They will provide RIDEshops - quick education and refresher skill builders - before social rides and BARC will organize and implement two bike rodeos. SABA will provide a senior LCI to coach the new LCI's, increasing the reach of the events. SABA's vision is to open a "Bicycle Fix-it Kitchen", a place where community members can work on their own bicycles, or have them worked on by mechanics who have completed SABA's mechanic apprenticeship program. This program teaches basic mechanic skills. SABA's apprenticeship program will produce a cohort of bicycle mechanics who can work in the community on bicycles in need of basic repair.	\$18,585	\$18,585	1	Recommended to receive full grant request.

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<u>App.</u>	<u>Category</u>	<u>Application Name</u>	<u>Project Description</u>	<u>FY 2022-2023 Requested</u>	<u>FY 2022-2023 Approved</u>	<u>Numeric Category</u>	<u>Notes</u>
N/A	Arts, Culture, History, Entertainment & Sports	CCCF: MACC Programming and Operations for FY 22-23	This project was approved as a multiyear request beginning in FY 2021-22 and ending in FY 2023-24.	\$180,610	\$180,610	1	Previously approved as this was a multiyear request. \$180,610 FY 2022-23 \$189,640 FY 2023-24
CC1	Arts, Culture, History, Entertainment & Sports	Arts in Public Places Bucket	Under prior Council direction, established funding for future public art projects in the City.	\$50,000	\$100,000	2	
CC2	Arts, Culture, History, Entertainment & Sports	Performing Arts Bucket	Under prior Council direction, established funding for performing arts projects in the City.	\$30,000	\$30,000	1	
CC3	Arts, Culture, History, Entertainment & Sports	Youth Sports Growth and Startup Fund Bucket	Under prior Council direction, established funding for youth sports for the purpose of growing an existing league or starting a new league in Rancho Cordova, including, but not limited to, the purchase of new equipment, new uniforms, fees, and other required costs.	\$30,000	\$30,000	1	
Arts, Culture, History, Entertainment & Sports Subtotal				\$1,230,957	\$1,109,195		

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37	Education	916 Ink: Find Your Voice Creative Writing Workshop Series	916 Ink will partner with classroom teachers to provide high-quality, creative writing workshops for 175 third through twelfth grade students. Each student will receive 18 hours of California arts and common core standards-aligned instruction with trained teaching artists and become a published author in an anthology of student work. Find Your Voice is a semester-length, school site-based program. Students generate original poetry, fiction, and creative nonfiction. 916 Ink releases one anthology of student work per school site at the conclusion of each program. During the COVID-19 pandemic, 916 Ink's staff found that students were struggling to process their feelings of anxiety and social isolation due to the shift to distance-learning and the suspension of many wraparound services that schools provided. Using best practices in trauma-informed curriculum design, 916 Ink staff pivoted quickly to design a series of creative writing lessons. Students develop social emotional learning skills through interactive writing prompts, revision-based activities, and lessons in literary devices. This helps students realize the impact of obstacles, relationships, and decisions they make. Our workshop method creates a safe environment for exploration and experimentation for participating students. The writing and sharing of stories builds empathy, increases confidence, and gives youth the agency to understand the power of their personal narratives. We structure our workshops to stimulate social emotional learning, including small group settings, peer collaboration and reflection exercises, multiple modes of response, active listening practice and peer-to-peer feedback.	\$52,507	\$47,000	1	Recommended for funding at the same level as FY 2021-22; \$47,000.
38	Education	FCUSD: Mills Middle School Positive Behavior Intervention Supports	The Positive Behavior Intervention Supports (PBIS) team at Mills Middle School supports the student engagement and the behavioral success of all students. Additionally, the program supports and promotes the climate and culture of the school. They do this through the use of reward and incentive programs as well as student engagement programs. All students begin the school year with 100 merits. Students are required to maintain 96-100 merits to be eligible for participation in school social activities including but not limited to: dances, rallies, assemblies, Friday rewards, Mills scholar events, access to the blacktop at lunch, sporting events, field trips and more. The program is restorative and students may earn merits back at any time by completing merit recovery which includes restorative conversations, helping a teacher in the classroom, campus beautification, letters of apology, participating in conflict mediation, lunch detention, etc. Students with 96 or more merits are rewarded bi-monthly with our rewards. Each month Mills has a "Behavior of the Month" which is one of their Mustang Pride 5 P's (Positive, Polite, Productive, Prompt and Prepared) behaviors. Lessons are taught during Advisory class that promote the monthly behavior. Students may earn Mills Bills for exhibiting the positive behavior to use at the Student Store. Students are rewarded by being nominated at Mustang of the Month and/or receiving Mills Bills for demonstrating the Behavior of the Month or the Mustang Pride 5 P's. The program also includes academic goal setting and field trips. This is a multiyear request.	\$20,000	\$20,000	1	Recommended to receive full grant request and approve as a multiyear commitment starting in FY 2022-23 and ending in FY 2024-25.
39	Education	CL3: Mentors at Cordova High, Mills, and Mitchell	This project is to continue the Mentors at Cordova High and MACH @ Mills programs, and expand the program to Mitchell Middle School. The MACH program is a free community-based mentoring program focused on promoting positive behavior, improved academics and attendance, community service, and life and vocational skill development while rewarding participants for their accomplishments. Students identified by school staff, teachers, and the MACH program coordinator, are invited to participate in the program. Students receive guidance and direction to help get them on or keep them on a positive path. Participants earn rewards for demonstrating improvement in their attendance, grades, and/or behavior as well as for participating in community service opportunities. Rewards include educational experiences, school based rewards, and social rewards. MACH participants attend weekly meetings where expectations are set, guest speakers from the community deliver life skill or messages about particular vocations, and program participants share and celebrate their successes. Monthly Saturday support sessions and weekly group tutoring sessions are held to provide participants with homework support as needed. Funding is being requested for the continuation of the year-round MACH program at Cordova High School to include an increase in the funding in the educational rewards category so that we can take selected MACH members on a field trip to the Museum of Tolerance to participate in their full day Tools for Tolerance Teen workshop; for the continuation and further development of the MACH @ Mills program that was implemented in 2021; and to expand the MACH program to include Mitchell Middle School. Beyond the immediate benefit the students participating in the program receive through the rewards they earn and the successes they achieve, the community at large benefits through the reduction in behavioral issues in the community amongst participants and through their contributions as volunteers.	\$103,000	\$85,000	1	Recommended for funding at a level more than FY 2021-22 to allow for expansion to Mitchell Middle School; \$85,000.

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40	Education	Center for Land Based Learning: The Student and Landowner Education and Watershed Stewardship Program with George Washington Carver School of Arts & Science	The Student and Landowner Education and Watershed Stewardship (SLEWS) program engages high school students in habitat restoration through a series of hands-on field days at real projects that develop science skills and environmental stewardship in youth. Through this program, they would work with students from George Washington Carver School of Arts and Science to complete a restoration project that would incorporate hands-on, place-based, environmental education activities. SLEWS connects classroom learning to the real world to enhance high school education and provides students with transformative experiences in nature to increase their appreciation, commitment and respect for sustainable agriculture and the natural world. SLEWS staff recruit and train volunteers from non-profits, public agencies, and universities to mentor students throughout their SLEWS year. In the program, students "adopt" their restoration site for the duration of the school year, visiting and working on the project for three or more full-day field trips. Through hands-on activities such as water quality and bird box monitoring, students develop science and inquiry skills needed for lifelong learning. Because they partner with restoration professionals from public agencies, local watershed groups, and nonprofit organizations, SLEWS projects have a real and lasting impact on the land. Since its inception, students have planted over 75,021 native trees/shrubs, 332,967 grass/forbs plugs, and installed 827 wildlife structures. By including students in habitat restoration, SLEWS addresses the needs for healthier land and more wildlife habitat, and the need to instill conservation and stewardship values in high school students. With grant funds, they would be able to expand the SLEWS Program to include Carver and offer local youth these experiences.	\$15,000	\$15,000	1	Recommended to receive full grant request.
41	Education	SCUSD: Carver College Prep and Summer Bridge Program	The Carver College Prep and Summer Bridge program will create a space where students from George Washington Carver School of Arts and Science and throughout Rancho Cordova can reconnect to school, make up graduation credit and prepare for the college application process. Students will be able to choose to participate in one or both of the courses available in the summer program. Students continue to struggle with the transition to full in-person learning. Their challenges are multi-dimensional: they continue to lose valuable time learning in-person with their peer groups and teachers; they continue to have difficulty socially because of their previous isolation; they continue to lose opportunities to prepare for the college application process including taking college admissions tests. The Carver College Prep/Summer Bridge Program will provide more guidance and access. This is a multiyear request.	\$29,150	\$29,150	1	Recommended to receive full grant request and approve as a multiyear commitment starting in FY 2022-23 and ending in FY 2024-25.
42	Education	Soil Born Farms: Rancho Cordova Food, Health and Environmental Career Pathway Program	Soil Born Farms will continue to grow the impact and sustainability of Rancho Cordova's K-12 food, health, and environmental career pathway. School garden support systems will be expanded, curriculum will be integrated at the district level, and students will dig into experiential learning at Soil Born Farms. The proposed project will build on past years' successes and continue to grow a comprehensive, standards-based career pathway in partnership with target Rancho Cordova schools, including Cordova Gardens, White Rock, Cordova Meadows, A.M. Winn, Mills Middle School, Cordova High School, and additional sites based on school interest.	\$72,875	\$43,725	1	Funding recommended at a level that aligns with match provided; \$43,725. This is an expansion over prior years.
43	Education	FCUSD: Physical Education Enhancement	This proposed project seeks to enhance the physical education programs at each of Folsom Cordova Unified School District's (FCUSD) school sites in Rancho Cordova to promote a healthy active lifestyle and lifelong exercise learners. If funded, it will allow school sites the opportunities to update equipment and accessories to provide students with a more robust fitness experience. Traditionally, the physical education programs have gained support from parent organizations and site funds. This has not been available for various reasons at this time.	\$110,000	\$25,000	1	Recommended to receive \$25,000 in funding.
44	Education	PRO Youth - Governments Engaging Youth in the City of Rancho Cordova	Youth @ City Council and Summer @ City Hall provide Rancho Cordova youth opportunities to learn about City functions and civic processes. Participants gain a unique perspective into City Hall as they interact with City staff and leaders while also gaining valuable skills that support their success as students and community leaders. The program provides a two-pronged approach for 60 youth, ages 13-18, to engage in government and civic education in the City of Rancho Cordova. Students will learn more about the history of Rancho Cordova and be provided with opportunities to share their views and suggestions for continuing to improve community relationships by making the City a welcome and safe place for all. Youth participants will meet and interact with local and regional leaders in the private, public, and non-profit sectors to learn about those leaders' views of the business/economic climate in Rancho Cordova and share their own views on innovative and creative ways the City can thrive.	\$81,188	\$81,188	1	Recommended to receive full grant request.

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App.	Category	Application Name	Project Description	FY 2022-2023 Requested	FY 2022-2023 Approved	Numeric Category	Notes
46	Education	Boys & Girls Club: Navigator Elementary	The Boys & Girls Club program would continue its work at Navigator Elementary, providing a comprehensive after-school program Monday-Friday for over 100 Navigator students during the school day through targeted outreach activities. Despite the COVID-19 pandemic, the Club has continued to serve hundreds of youth on the campus of Navigator Elementary; providing academic support and enrichment programs designed to keep youth on track and successful both in and out of school. The Club has become a trusted partner and valued member of the school team; providing additional academic support and resources to the schools most vulnerable students. Twice weekly the Boys & Girls Club facilitates High-Yield Learning Activities (HYLA) at recesses that are open to all students on campus. Their Site Coordinator is always "on call" at Navigator during the school day, there to assist with students who have behavioral issues and need time away from the classroom environment. They work with those students to process through their behavior/feelings, offer guidance, and redirect the youth back in to the classroom in a better frame of mind. The Club focuses on helping youth in three critical areas; academic success, good character and citizenship and healthy lifestyles.	\$75,000	\$75,000	1	Recommended to receive full grant request.
47	Education	FCUSD: Book Recovery and Expansion	During the 2020-21 and 2021-22 school years, FCUSD library staff encouraged families to check out books from their school library. This initiative helped curb learning loss, contributed to social-emotional learning while at home, and emboldened students to continue their love of reading despite distancing from one of their favorite places on campus. This was a successful campaign, as thousands of books went home with students at curbside pickups. Due to circumstances beyond families' and the district's control, many of these books did not return to campus. Several titles were school libraries' most popular novels, non-fiction texts and picture books. They would like to recover these lost books with the help of grant funding. In Rancho Cordova, 22 percent of students met or exceeded state reading standards. In Folsom, 52 percent of students met or exceeded state reading standards. According to the American Association of School Libraries, when spending for libraries rises, better reading scores follow. Furthermore, the average age of Rancho Cordova school library collections is 1999, which is a 23-year-old collection. This means many non-fiction books are outdated and need replacement titles for factually accurate information. New titles, which better reflect student background and life experience, ought to be added to library collections. As an educational institution, newly purchased titles are essential so that they can align themed and non-fiction books to supplement their curriculum and select material that reflects each school's population. Their request is for one additional new library-bound book per Rancho Cordova student this year, with the goal to fully realize a 20:1 ratio in four years. This is a multiyear request (four fiscal years).	\$153,000	\$75,000	1	Recommended to receive \$75,000 a year over four fiscal years beginning in FY 2022-23.
51	Education	FCCP: Youth Career Centers	The goal of this project is to continue providing career development services for students at Cordova, Walnutwood and Kinney High Schools. The Youth Career Center (YCC) will allow students to graduate with firsthand exposure to a wider array of career opportunities, an informed sense of their career direction, and a strong correlation between continuing education and achieving their career goals. FCCP has established a solid base and has exceeded outcomes in the three previously funded fiscal years and continues to see the number of students they assist grow each year. The components of this project include: intentional career planning, integrated workplace experiences, and adulting skills.	\$55,866	\$40,000	1	Recommended for funding at the same level as FY 2021-22; \$40,000.
54	Education	Sacramento Splash: Youth Environmental Leadership Camp	Youth Environmental Leadership Camp (YELC) is an immersive summer program for 6th/7th grade students. Campers will attend a 1-week camp, Monday - Friday from 8:30 a.m. – 5:30 p.m., in groups of 15 where youth will design and implement climate-smart solutions aimed at improving air/water quality and/or natural habitats where they live. They hope to run camp this summer for three weeks and next summer for four to five weeks. During the week-long camp, each day they will cover topics related to climate change including but not limited to: air quality, water, energy, transportation, food/consumption/waste, land use, and natural habitats. The campers will visit local sites for hands-on guided experiences related to these topics. Campers will sample and collect data, gaining experience using some of the tools and materials that scientists and engineers use in their work. Campers will get the chance to engage with professional environmental scientists, engineers, social scientists, and environmental protection activists to learn about their careers and what they did to work in their specific fields of expertise. After the camp, Splash will convene YELC campers monthly in a 2-hour after-school club for the remainder of the 12-month rolling year. Campers will work together on a team project that will have a positive impact on the environment and climate in their community. They will learn about project management, from identifying & defining a problem, to planning & budgeting, project implementation and measuring their success and impact. Throughout the process, they will have the support of mentors and staff. Splash will provide a small project budget for each team to use in implementation of their team project. Projects will be brainstormed, developed, and led by campers in groups of 4-6. Mentors will guide the projects, and will also coach campers on their collaboration, engagement, listening and communication skills.	\$45,000	\$30,000	1	Recommended for funding at a level more than FY 2021-22; \$30,000.

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App.	Category	Application Name	Project Description	FY 2022-2023 Requested	FY 2022-2023 Approved	Numeric Category	Notes
55	Education	Folsom Lake College: Rancho Cordova/Folsom Lake College Promise Program	Folsom Lake College proposes to continue the partnership with Rancho Cordova to offer the Rancho Cordova/Folsom Lake College Promise program, providing two years of virtually fee-free education to Rancho Cordova residents. Funding of tuition, fees, books, and basic needs will continue to ensure access to education for Rancho Cordova students and veterans. Recent high school graduates who are Rancho Cordova residents receive funding. For those students who are not eligible for a California Promise Grant or Los Rios Promise grant, the funding would cover their tuition and fees. For those who qualify for one of the aforementioned grants, the Rancho Cordova Promise would provide "first dollar" aid for books, supplies, and basic needs in the amount equivalent to students' unit load. In essence, Rancho Cordova residents taking anywhere from 6-18 units would receive Promise support as participants in the Rancho Cordova/Folsom Lake College Promise Program. In addition to its support for new students, Folsom Lake College proposes to continue offering support to veteran students who are Rancho Cordova residents using the same funding parameters outlined above. Further, the college proposes to extend eligibility for the Promise program to students who are retraining/refining career skills because of pandemic displacement. Fall 21 data shows 20 new Rancho Cordova students whose goals are noted as updating career skills or pursuing a career education related certificate. As part of its expansion of the Promise program, Folsom Lake College will offer support to new students from Rancho Cordova who are pursuing career education certificates or updating job skills. This is a multiyear request.	\$145,400	\$145,400	1	Recommended to receive full grant request and approve as a multiyear commitment starting in FY 2022-23 and continuing for three fiscal years in total.
57	Education	Kiwanis Club of Rancho Cordova Foundation: The Kiwanis Family Literacy Initiative of the Book Buddies' Club	"The family that reads together, succeeds together" is the motto of the Book Buddies' family literacy initiative of the local Kiwanis Club. Through a vibrant, multi-agency network, Kiwanians engage the broader community in promoting reading at home, while giving books to local youth. The initiative helps families to embrace reading at home as a way to compensate for the negative impact on learning that the pandemic has had, especially for at-risk children in the community. The Kiwanis Club will expand its family literacy focus in order to help families to overcome any deficits children are experiencing because of COVID-19 and distance learning. By providing free books to local children and youth, the Kiwanis Club of Rancho Cordova creates and expands home libraries for youngsters. By providing information that promotes reading at home and embedding other family literacy activities within family-focused community events and programs, the initiative broadens the impact and visibility of the club's and community's commitment to family literacy. They will continue to distribute books through schools in Rancho Cordova, and will now include two Sacramento City Unified School District campuses in this initiative: A.M. Winn and Abraham Lincoln Elementary Schools. They will also incorporate book distribution at events.	\$4,500	\$4,500	1	Recommended to receive full grant request.
59	Education	California Capital Film Office, Corp.: Life! Camera! Action!	Life! Camera! Action! (LCA) is a leadership and life skills development program that will use digital video and the art of storytelling to teach Rancho Cordova youth, 12-17 years of age to become productive citizens. Partnering with the Rancho Cordova Police Activities League, LCA will be a program that will provide students opportunities to use technical and digital media to explore issues important to them and their community by developing Public Service Announcements (PSA) from concept to delivery. Students will be formed into groups and each group will decide on a PSA they want to make. They will be instructed on how to use camera equipment, lights, sound and more. Students will be shown how to download their footage from the camera memory card into a computer and introduced to the editing program Final Cut. Each group will edit their film into a 30-second PSA. Music, effects, and credits will be added. Students will be guided through the color correction process, a process that colors the film to broadcast quality.	\$26,395	\$25,000	1	Recommended for funding at \$25,000 level.
60	Education	Suvidha International: Robotics Training Program for Students	The proposed robotics program will help elementary and middle school students in grades 4-8 in designing and coding the robots to perform specialized real world operations. The program makes the students engage in STEAM subjects, hones their computer programming skills and creativity, and develops engineering skills, leadership skills, and presentation skills. These skills will also help students to excel in their regular academics and make them successful employees in cutting edge career spaces such as aerospace engineering, computer science, medicine, and automotive manufacturing. The program will also incorporate additional components including python coding classes and stress management training. The first year program students will have entry level training while the second year program students will have more in-depth training including maze follower. The program will continue to use previous year's robotic gear for current year training. The program will also facilitate team building activities through youth empowerment and stress-management program for students. As students learn to reduce stress and manage emotions through interactive fun games and activities, they gain the skills to build more positive relationships with their peers, parents, and coaches and can be great team members. The students also gain the ability to focus and perform well academically at school. This is a multiyear request.	\$17,600	\$17,600	1	Recommended to receive full grant request for one year only; FY 2022-23.

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63	Education	FCUSD: Elementary Field Trip Partnership with Sly Park for Rancho Cordova Schools	Folsom Cordova Unified School District would like to bring more STEM focused field trip opportunities to their Rancho Cordova schools/students. Every 5th grade class will have a Sly Park experience which will result in academic gains through greater engagement. This is a growing, high demand area of study that has the potential to create substantial economic benefits for our children and community. "The study found that, regardless of gender, ethnicity or socioeconomic status, youth who take educational trips have better grades (59%), higher graduation rates from high school (95%) and college (63%), and greater income (12% higher annually). In fact, 89% said educational trips had a positive, lasting impact on their education and career because the trips made them more engaged, intellectually curious and interested in and out of school." -National Education Association, NEA	\$45,000	\$0 See CC4	1	Funding to be provided under the Field Trips & Assemblies Bucket. See CC4.
CC4	Education	Field Trips & Assemblies Bucket for FCUSD	Under prior council direction, established funding for future field trips/assemblies and other experiential learning opportunities for Rancho Cordova public school students/schools.	\$35,000	\$45,000	1	FCUSD applied for funding to provide all Rancho Cordova fifth grade students with a STEM Field Trip. See application 63.
CC5	Education	Field Trips & Assemblies Bucket for SCUSD	Under prior council direction, established funding for future field trips/assemblies and other experiential learning opportunities for Rancho Cordova public school students/schools.	\$7,500	\$7,500	1	
CC6	Education	Field Trips & Assemblies Bucket for EGUSD	Under prior council direction, established funding for future field trips/assemblies and other experiential learning opportunities for Rancho Cordova public school students/schools.	\$7,500	\$7,500	1	
Education Subtotal				\$1,101,481	\$818,563		

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68	Other	Blessings in a Backpack: Rancho Cordova	Blessings in a Backpack (BIAB) provides weekend food for 350 children in the local community who have food shortage issues over the weekends. Their belief is that kids should not worry about where their next meal will come from. BIAB began providing weekend food to 30 children in 2014, and have grown to over 350 kids, currently. Participating students receive free breakfast and lunch, Monday through Friday, during the school year. BIAB helps to fill that void with weekend meals geared for just that child. It's not feasible for BIAB to feed the entire family, not just from a cost standpoint, but also the children aren't all capable of bringing a big bag of food home. Whether the child receives a prepackaged kit or bulk food, it's completely manageable and easily fits in their backpack. BIAB is currently sending weekend food home for students from Williamson, Rancho Cordova, Cordova Villa, Cordova Gardens, and Cordova Meadows Elementary Schools. They also serve students at Abraham Lincoln Elementary School within Sacramento City Unified School District. This is a multiyear request.	\$25,000	\$25,000	1	Recommended to receive full grant request as a multiyear commitment starting in FY 2022-23 and ending in FY 2024-25.
69	Other	Whisker Warriors Animal Defense Fund: Spay, Neuter, and Vaccine Program	The application intends to continue the funding of the spay/neuter program for canines and felines and a small number of rabbits in Rancho Cordova and the continuation of the caring of community (homeless) felines. Education and spay/neuter services are needed to reduce pet overpopulation. Felines continue to be unaltered and abandoned, which increase the need for immediate action.	\$43,000	\$35,000	1	Recommended for funding at a similar level as FY 2021-22; \$35,000.
72	Other	Rebuilding Together Sacramento: Home and Neighborhood Improvement Campaign	This project will support Rebuilding Together's commitment to improving homes and neighborhoods in the City of Rancho Cordova. This is a two-year request to improve 30 homes each year. Both years, 13-15 homes will receive extensive health, safety, efficiency, and beautification upgrades and 10-12 will receive minor safety modifications. The work will vary per home but will include upgrades such as landscaping, fencing, roofs, accessibility modifications, HVAC, electrical, plumbing, carpentry, and energy efficiency. The work will occur throughout the year by volunteer groups, contractors, students, AmeriCorps members, etc. The selection process includes community outreach, an application process, and a home preview using a safe and healthy homes assessment. The assessment is focused on identifying deficiencies in the homes related to the principles of keeping the home safe, dry, ventilated, pest-free, accessible, energy-efficient, and maintained. They also identify exterior improvements to enhance the look of the home and neighborhood. The homeowner is also interviewed to identify any other issues such as food insecurity. Community and City resource information is shared with those in need of additional assistance. Tackling substandard housing in neighborhoods cannot be accomplished by one organization in isolation no matter the quality of services and resources invested. They leverage the strengths of volunteers and partners including nonprofit and faith-based organizations, local businesses, financial institutions, occupational therapists, and other service providers to accomplish the project goals.	\$150,000	\$150,000	1	Recommended to receive full grant request and approve as a multiyear commitment starting in FY 2022-23 and ending in FY 2023-24.
74	Other	Rancho Cordova Food Locker: Capacity Expansion	In this proposal, Rancho Cordova Food Locker (RCFL) plans to purchase and install two large refrigeration units (a cooler and a freezer) to handle the increased quantities of frozen foods provided by Sacramento Food Bank & Family Services and other local businesses and private donors. RCFL plans to use grant funds for two purposes. First, to design, purchase, and install new commercial-grade refrigeration equipment in the most appropriate location(s) to best meet operational needs. The new refrigeration equipment would be pallet-jack-friendly. The two units could be collocated either in a newly rented/leased warehouse for food storage and processing, or the cooler could be installed at the current facility instead of the contracted warehouse. The new refrigeration unit would also allow the RCFL to end its lease of one smaller walk-in cooler. The new equipment would greatly expand RCFL's food-processing capacity and also greatly improve its cost efficiency for storage. Second, if any grant funds remain after installation of the refrigeration units, RCFL would apply such residual funds toward the monthly rental costs for the off-site contracted warehouse still in the procurement stage.	\$250,000	\$50,000	2	Recommended to receive partial funding at \$50,000 level with a scope of work that meets the needs of the RCFL and the city.
75	Other	CCCF: Mills Station Building Exterior Painting	This project would provide funds to the Cordova Community Council to enter into a contract with a painting professional to paint the exterior of the Mills Station Building, home of the MACC. The iconic Mills Station Building exterior was last painted upon arrival at its current location on Mills Station Road around 1998. The building is showing wear and paint is peeling in several locations. In keeping with its stature in the community, this project would fund pressure washing, scraping peeling paint, spot prime as needed, and applying two coats of fresh paint to exterior walls and trim.	\$28,500	\$28,500	2	Recommended to receive full grant request. This project may be led by city staff.
76	Other	Boy Scouts of America: Troop 363 Tents	Local Troop 363 needs to replace their current tents that are over 10 years old. The tents are used year-round, and the current tents require constant repair or replacement of the poles after almost every use. The current tent model is discontinued, making it difficult to keep up with the worn parts. A major component of the scouting program is camping and being in the outdoors. Troop 363 camps every month, including in the snow. In the summer, they camp up to twice a month. Scouting is designed to take place outdoors. It is in the outdoors that Scouts share responsibilities and learn to live with one another while learning skills that will last a lifetime. Giving back to the community is another aspect of the Scouting program. The Citizenship in the Community Merit Badge is an Eagle Scout required merit badge. Community service is also a component of rank advancement in Scouting. Troop 363 has done many community service projects in Rancho Cordova.	\$5,292	\$4,800	1	Recommended to receive partial funding;\$4,800.

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77	Other	CCCCF: RCAA Capacity Building Feasibility Study	This project would provide funds to the Cordova Community Council (CCC) to hire a consultant to explore the feasibility, potential structure, cost and benefits of creating a professional staff position to operate, expand and enhance the activities of the Rancho Cordova Athletic Association (RCAA). The CCC is currently spending great effort to keep a number of RCAA projects moving forward, but the demands of this expanding effort are growing beyond staff resources currently available to support it. This project envisions a deeper understanding of the demands and importance of this sector and solutions to its most pressing issues. This project would hire a qualified consultant to guide the RCAA in the areas of project management, fundraising and league coordination to advance and enhance youth sports offerings in the City of Rancho Cordova. Youth sports leagues are at a crossroads. Blessed with strong and dedicated leadership for many decades, there is a wide understanding among experienced leaders that over the next few years this cadre will "age out" and likely retire, leaving a big leadership gap. Continuity is a concern which could be alleviated by the formation of a staff position focused on preserving and planning for these eventual transitions. Second, Rancho Cordova is on the cusp of population explosion and more -- not less -- youth sports will be needed to make Rancho Cordova a desirable hometown for young families. A forward-looking plan of how to prepare for this growth is needed. Third, a crisis of youth sports support infrastructure is looming. A unified system that could address these needs should be developed, however league leaders currently do not have the capacity to address. Fourth, facility development and access issues, fundraising needs and opportunities, unified planning for future needs, unified publicity campaigns and more are fertile grounds for elevating youth sports in the city, making Rancho Cordova a leader in this area.	\$45,000	\$45,000	1	Recommended to receive up to full grant request based on final scope of work.
78	Other	Boy Scouts of America: Troop 1601	Local Troop 1601, the first all-girl troop in Rancho Cordova, was established in 2019. The Troop started up with no camping supplies or tents. Scouts are expected to hold fundraisers to obtain much needed equipment and tents to participate in camping and the outdoors as this is a major component to the Scouting program. Unfortunately, COVID-19 restrictions and shut-downs prevented the girls from raising the necessary funds to purchase many items to participate in the opportunities. Troop 1601 is requesting funding to purchase new tents for year-round use to include snow camping in the winter. The troop is also in need of a patrol box for setting up a kitchen at the campsite, a 3-burner camping stove and three lanterns. Troop 1601 has missed out on opportunities to go snow camping such as the annual Klondike, a competition between troops focused on cold weather activities. While Troop 1601 is relatively new in the Scouting world, they have participated in volunteer activities in Rancho Cordova. The new tents and camp equipment will allow the Troop to deliver a quality outdoor program.	\$4,825	\$4,825	1	Recommended to receive full grant request.
79	Other	Rancho Cordova HART: Winter Sanctuary and Homeless Services in Rancho Cordova	Rancho Cordova HART's mission is to provide services to the homeless in our community by continuing to provide life-changing services. Unhoused neighbors will receive much-needed shelter and services during the coldest months of the year. Funds will be allocated to bus passes, services to provide clients with rental assistance, move-in costs, application/background check fees, and the general operation of the Winter Sanctuary Shelter Program. Citizens and faith communities operate the Winter Sanctuary Shelter Program in Rancho Cordova to provide free overnight shelter, warmth, meals, and connection to mainline health and housing-related services for men and women who are experiencing homelessness in our area during the coldest months of winter. Potential guests are invited to arrive at the intake site each evening during the program to create a consistent meeting place. Guests of the winter sanctuary meet with the outreach navigator and, most importantly, become part of the HART family and Rancho Cordova community. Housing Counseling/Relocation - Rancho Cordova HART partners with Sacramento Self-Help Housing (SSHH) to assist those on the street or in the Winter Shelter Program, to achieve housing. SSHH helps by rapidly connecting clients with landlords, property owners, and housing program options. HART will support by using the grant funds to remove the barriers to housing by covering the costs of security deposits, bus passes, or similar "move-in costs." These funds will also go to supporting those moving out of the new transitional house.	\$33,900	\$33,900	1	Recommended to receive full grant request.
80	Other	Habitat for Humanity: Home Repairs and Neighborhood Revitalization in Rancho Cordova	Habitat for Humanity of Greater Sacramento is seeking support to work in partnership with the City of Rancho Cordova to fund 25 or more home repair projects for low-income Rancho Cordova homeowners to help beautify the neighborhood, increase neighborhood pride, and support underserved low-income homeowners with deferred home repairs. Renovation include work to correct critical exterior life/safety and structural deficiencies as well another high-priority exterior habitability repairs, and maintenance related exterior repairs such as painting and landscaping. Example renovations include replacing leaking and structurally unsound roofs and porches, correcting leaking windows, exterior painting/landscaping, substantial accessibility and aging in place upgrades, dry rot remediation, and health and safety related critical exterior repairs. The majority of the labor on Habitat projects is typically provided by volunteers. Where possible they leverage grant funding by actively soliciting in kind donations of materials to reduce project costs or layering on additional funding pools to stretch grant dollars farther and impact more Rancho Cordova households.	\$300,000	\$100,000	1	Recommended for funding at same level as FY 2021-22; \$100,000.

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84	Other	FCUSD: Homeless Student Services	Education is a key element for the success of every great city. Students experiencing homelessness face unique challenges in accessing and succeeding in school. In partnership with the Department of Homeless Student Services of the Folsom Cordova Unified School District they propose to assign a fund to support the most vulnerable students in Rancho Cordova. The Department of Homeless Student Services identifies and supports students experiencing homelessness as described under federal law McKinney Vento Homeless Student Act. This act was enacted in 1987 to ensure that children and youth experiencing homelessness have access to the same free, appropriate public education and services as their non-homeless peers. Homeless Student Services works in collaboration with schools and community partners towards this goal. Gift cards would be purchased and distributed so students can get clothing, shoes, food, etc. This is a multiyear request.	\$15,000	\$15,000	1	Recommended to receive full grant request and approve as a multiyear commitment starting in FY 2022-23 and ending in FY 2024-25.
88	Other	Sierra Service Project: Rancho Cordova Summer Service Program	Sierra Service Project (SSP) seeks funding for a new youth summer program in Rancho Cordova. This project focuses on engaging middle and high school students in hands-on home repair and community-based service projects during a week of their summer break. Youth will gain skills, have fun, and the community will benefit. Since 2015, SSP has hosted over 1,400 volunteer days and completed 106 exterior home repair projects for 74 city residents. They are proposing a summer service-learning program in 2023. Objectives of this program are reciprocal and benefit local youth, youth from outside the community, and home repair and community-based project beneficiaries. For the first time, SSP is proposing to establish a summer site in Rancho Cordova. Currently their other summer community partners are based throughout California in Del Norte and San Diego Counties, and in the Navajo Nation in Arizona. In 2022, their summer program will host over 800 volunteers who dedicate a week of their summer to service-learning. By adding a site in Rancho Cordova, they will be adding a closer option for our pool of volunteers from the middle of the state, including the Bay Area and the greater Sacramento region. They will invite youth volunteers from Rancho Cordova, and other regions, to join together to spend a week completing home repairs for low-income residents, and projects with community-based organizations. The program will offer day and overnight programs, to accommodate the needs and interests of both local and outside volunteer groups.	\$92,800	\$92,800	2	Recommended to receive full grant request.
93	Other	Greater Sacramento Urban League: Black Child Legacy Campaign Rancho Cordova Service Extension	To address the disparities and to breakdown the barriers, Sacramento County's Board of Supervisors asked to create a plan for change to address the higher mortality rate of black children than other children in Sacramento County. In response, the Black Child Legacy Campaign (BCLC) was launched in 2015, with the goal of saving children's lives by transforming community systems of support. Currently, seven neighborhoods within the City of Sacramento have full-fledged BCLC operations and offer a comprehensive menu of programs and services managed by seven community-based organization in each respective neighborhood. The Greater Sacramento Urban League is the organization leading the BCLC efforts in Oak Park. Some residents of Rancho Cordova come to the Oak Park office for services and to participate in their programs. Due to the structure of the BCLC funding agreement and limited staff capacity, they are not always able to provide the level of support and allow participation in their programs to residents of Rancho Cordova. An award of funding will allow them to provide fuller services and program participation to Rancho Cordova residents reaching out to them in Oak Park, as well as on occasion physically within the City of Rancho Cordova.	\$70,000	\$30,000	1	Recommend to receive partial funding to provide resources to support Rancho Cordova residents to participate. Pilot the program at \$30,000 level.
94	Other	Boys Scouts of America: Pack 387 Pinewood Derby/ Space Derby Tracks	Pack 387 is in need of a pinewood derby and space derby track so scouts can participate in these annual pack events. They currently borrow a track from another pack in the Sacramento area so they can hold these events locally. One of the most popular events that people think of when looking back on their Cub Scouting past is the Pinewood Derby. Pack 387 is a new pack in Rancho Cordova and the tracks will be used for their annual Pinewood Derby and Space Derby races. These events teach youth about camaraderie and sportsmanship as well as experience the sense of accomplishment and excitement of competition. These tracks would also be a great event to bring out for youth events in Rancho Cordova.	\$2,543	\$2,543	1	Recommend to receive full grant request.
N/A	Other	Rancho Cordova Chamber of Commerce: Explore	This project was approved as a multiyear request beginning in FY 2021-22 and ending in FY 2023-24.	\$53,000	\$53,000	1	Previously approved multiyear \$53,000 FY 2022-23 \$53,000 FY 2023-24
N/A	Other	Rancho Cordova PAL: Adventure Van	This project was approved as a multiyear request beginning in FY 2021-22 and ending in FY 2023-24.	\$21,000	\$21,000	1	Previously approved multiyear \$21,000 FY 2022-23 \$21,000 FY 2023-24
CC7	Other	Local Community Service Partnerships Bucket	Under prior Council direction, established funding to grow and strengthen community partnerships in Rancho Cordova. Small community grants are available through an ongoing application process for up to \$5,000 each and no more than \$10,000 per organization in a calendar year. Other details are found on our website.	\$75,000	\$75,000	1	
Other Subtotal				\$1,214,860	\$766,368		
Community Grants Total (includes buckets such as "Performing Arts" and others in this total amount)				\$3,547,297	\$2,694,126		

ATTACHMENT 7

Fiscal Year 2022-2023 Community Enhancement and Investment Fund Budget and Project List

ITEM 9.14. Exhibit A to the Resolution

App.	Category	Application Name	Project Description	FY 2022-2023 Requested	FY 2022-2023 Approved	Numeric Category	Notes
LP1	Legacy Fund	Legacy Fund FY 2022-23	Legacy Fund Placeholder Allocation for Fiscal Year 2022-23	\$2,703,474	\$2,703,474	3	
PS1	Public Safety	Rancho Cordova Police Department Crime Suppression Unit (CSU)	Funding of four officers and two marked patrol cars for the CSU	\$1,258,845	\$1,258,845	1	
PS2	Public Safety	Rancho Cordova Police Department Folsom, Olson, Zinfandel (FOZ) Officer	Funding of a Rancho Cordova Police Department Problem Oriented Policing (POP) Officer focusing on FOZ and businesses	\$279,923	\$279,923	1	
PS3	Public Safety	Rancho Cordova Police Department Youth Center Officer	Funding of a Rancho Cordova Police Department PAL/Youth Center Officer, student award programs, and youth outreach events	\$319,632	\$319,632	1	
PS4	Public Safety	ShotSpotter Technology	ShotSpotter Technology to enhance officer efficiency to calls of reported gun fire	\$300,000	\$300,000	1	
	Public Safety		Total	\$2,158,400	\$2,158,400		
PW1	Public Works	Pavement Rehabilitation	Mills Ranch-Rossmoor Neighborhood pavement rehabilitation, sidewalk repair, and drainage improvements	\$574,000	\$574,000	1	
PW2	Public Works	Enhanced Litter and Graffiti Abatement	Enhanced trash and graffiti abatement on City arterials, drainage channels, and Highway 50 interchanges	\$200,000	\$200,000	1	
PW3	Public Works	Enhance the City's Urban Forest	Programs to enhance the City's urban forest in collaboration with the Sacramento Tree Foundation. Includes plantings, education, and addressing deferred maintenance of the urban forest's long-term health.	\$200,000	\$200,000	1	
PW4	Public Works	Sidewalk Repair	Replacement and repair of existing sidewalk to continue the work towards eliminating the approximately \$10 million backlog	\$200,000	\$200,000	1	
PW5	Public Works	MFR Corridor Enhancements	Modernization of Mather Field Road including aesthetic bridge railing enhancements and pedestrian improvements.	\$500,000	\$500,000	1	
PW6	Public Works	Intersection Safety Improvements	Increase intersection safety by installing new intersection cameras, installing/replacing battery backup and replacing signal lights.	\$150,000	\$150,000	1	
	Public Works		Total	\$1,824,000	\$1,824,000		
ED1	Economic Development	Economic Development Incentive Programs and Jobs & Talent Program	Business Incentive Program, Sign & Façade Program, Jobs and Talent Program	\$400,000	\$400,000	1	
ED2	Economic Development	City Place Making and Branding	Banners, public relations/marketing support	\$150,000	\$150,000	1	
ED3	Economic Development	Economic Development	Market Feasibility analysis, program implementation and business promotion for potential corporate growth (Business Park competitive analysis), corridor revitalization and industry expansion	\$100,000	\$100,000	2	
	Economic Development		Subtotal	\$650,000	\$650,000	N/A	
CD1	Community Development	Neighborhood Services	Trash removal and nuisance property abatement to address blight plus Homeless Outreach Team program enhancements.	\$670,000	\$670,000	1	
CD2	Community Development	Community Building, Outreach, Community Service Activities, and Beautification Projects, Programs and Incentives	Community reinvestment and beautification including, but not limited to, landscape improvements, dead tree/stump removals and property enhancement, community micro-grants, community and cultural events, and other projects.	\$130,000	\$130,000	1	
	Community Development		Subtotal	\$800,000	\$800,000	N/A	
	Economic & Community Development		Total	\$1,450,000	\$1,450,000		
AD1	Administration	Administration	Funding for the administration of the Community Enhancement & Investment Fund (5% of total annual Community Enhancement & Investment Fund budget)	\$570,000	\$570,000	1	
	Total of approved grants, internal department allocations, and legacy fund allocation for FY 2022-23			\$12,253,171	\$11,400,000		

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE FISCAL YEAR 2021-2022 MEASURE H BUDGET AMENDMENT**

WHEREAS, in November 2014, Rancho Cordova voters approved Measure H, a ½ cent sales tax measure, which now generates approximately \$11 million of annual revenue for the City's general fund; and

WHEREAS, after examination, deliberation and due consideration, the City Council approved the fiscal year 2021-2022 Measure H budget with the passage of Resolution No. 75-2021; and

WHEREAS, higher than anticipated Measure H sales tax revenues in fiscal year 2021-2022 provides an opportunity to fund additional projects and programs previously identified by the City Council; and

WHEREAS, the fiscal year 2021-2022 Measure H Budget will be amended as shown on the attached Exhibit A.

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

1. The Fiscal Year 2021-2022 Measure H Budget is hereby amended to incorporate the adjustments on the attached Exhibit A Schedule of Proposed Budget Amendments.
2. That the amounts stated in the Schedule of Proposed Budget Amendments shall become and thereafter be appropriated to funds stated therein and said monies are hereby appropriated; and
3. The City Manager is authorized to approve expenditure adjustments within individual funds so long as the total appropriated within each major fund is not exceeded.
4. Additionally, the City Manager, or designee, is authorized to adjust Measure H project allocations per the authority granted under Resolution 122-2021.
5. City staff is authorized to and shall expeditiously process all projects receiving a "Category 1" assignment in Exhibit A, including the execution of funding agreements related to such projects, so that grant funds are distributed as soon as possible.
6. City staff shall ensure that all projects receiving a "Category 2" assignment will move forward as soon as all outstanding issues are resolved, including those related to public bidding and/or prevailing wage requirements; and City staff is authorized to execute required funding agreements and coordinate with necessary outside agencies and parties regarding these projects.
7. All funding agreements related to the Measure H/Community Enhancement and Investment Fund grants shall be executed by the City Manager, approved by the City

Attorney, and shall include requirements to ensure that grant recipients utilize grant monies for the purposes outlined in the approved grant applications. To ensure timely issuance of grant funding, grantees will have 60 days following the receipt of their grant funding agreement to provide the required documentation back to the City needed to execute the agreement. This is being done to help mitigate projects being delayed and/or not finishing during the fiscal year and ensure projects move forward in a timely manner. The Measure H/Community Enhancement and Investment Fund estimated budget is based on the latest available sales tax data at the time the grant applications were approved by the City Council. Although the intent is to see all the approved projects move forward through completion, the impacts from the COVID-19 pandemic may result in some projects not moving forward at all or moving forward in a capacity less than what was anticipated at the time the project was approved for funding.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ATTACHMENT 9
Exhibit A to the Resolution

Fiscal Year 2021-2022 Community Enhancement and Investment Fund Schedule of Proposed Budget Amendments/Project List
ITEM 9.14.

App.	Category	Application Name	Project Description	FY 2022-2023 Application Request	FY 2021-2022 Budget Amendments/Additional Approved Project List	Numeric Category	Notes
9	Arts, Culture, History, Entertainment & Sports	Western Swing Society: The "Swing Sweet Home" Project	The Western Swing Society (WSS) "Swing Sweet Home" Project is meant to engage the community of Rancho Cordova and nationwide about the preservation of Western Swing music, traditional dance, and history. The goal is to expand the outreach further into Rancho Cordova by posting monthly concerts from their dancehall in Rancho Cordova and post so others can see the activities going on in the heart of Rancho Cordova. Dances are held every 1st Sunday of the month that showcase a featured guest band, the house band, and are enjoyed by dancers who take to the dance floor. Recording live performances from the dances of classic tunes and making them available online for the community to enjoy is the purpose of the grant request.	\$7,273	\$7,273	1	Recommend that \$7,273 of funding to come from FY 2021-22 CEIF additional revenues received.
10	Arts, Culture, History, Entertainment & Sports	Phoenix Productions: Rancho Cordova Rise-Up Theatre Company Development and Construction Project	This grant will provide funds to Rancho Cordova Rise-up Theatre Company (RCRUT) for the continuing development of a high-quality, thriving theatre company and the construction of a 99-seat complex in the arts section of Rancho Cordova for the benefit of RCRUT and other Rancho Cordova non-profit performing arts organizations. Funding would provide plays, musicals, large and small events, and theatre complex construction.	\$150,000	\$150,000	2	Recommend that \$150,000 of funding to come from FY 2021-22 CEIF additional revenues received. A viable location needs to be located by the theatre company.
12	Arts, Culture, History, Entertainment & Sports	Sacramento Children's Museum: "XOXO" An Exhibit About Love & Forgiveness"	Sacramento Children's Museum requests funding for a new exhibit called "XOXO" which is about love and forgiveness. If funded, it would debut in the Fall of 2022. This exhibit will help children explore their feelings and learn how we emotionally connect with others. Funding will also provide free admission to Rancho Cordova families on Sundays. For the past 10 years, the Sacramento Children's Museum (SCM) has been a cornerstone educational and community resource in Rancho Cordova, providing children ages birth-8 with exciting, hands-on learning opportunities. Children learn STEM, art and literacy concepts through play in their 15 exhibit areas.	\$46,450	\$46,450	1	Recommend that \$46,450 of funding to come from FY 2021-22 CEIF additional revenues received.
Arts, Culture, History, Entertainment & Sports Subtotal				\$203,723	\$203,723		
61	Education	Suvidha International: Speech and Debate Programs	The proposed educational program will help elementary and middle school students with speech and debate training sessions. The speech and debate program will provide the students with valuable skills that they will use for the rest of their lives, including but not limited to researching, writing, critical thinking, organization, persuasion, conflict resolution and communication proficiency. These educational tools are necessary in every part of our lives and successfully mastering them at a young age will allow the participants to utilize them in their day-to-day activities. Whether it is online or in person, the skills will help them articulate their opinions in a constructive format, delivering their thoughts in a clear and concise manner. They will also communicate with peers their own age, develop a level of confidence in themselves, and leave a positive impression upon the people around them. The program will engage the students and the skills acquired will help them excel in their academics and place them on a path to becoming successful future leaders in politics, business, law, academics, entertainment, and many other fields. The speech program will provide a foundation for various types of speech, categorized as oratorical, persuasive, impromptu, dramatic, humorous, and poetic. The programs attendees will be encouraged to focus their training in their preferred speech category. The introductory training classes will include demo sessions for each of the speech categories to help familiarize the students with their choices. The debate program will provide an overview of different styles of debate, categorized as parliamentary, public forum, Lincoln-Douglas, spontaneous argumentation, team policy, and cross-examination. The elementary and middle school student program attendees will receive more comprehensive training in the debate category of their choice. This is a multiyear request.	\$7,500	\$7,500	1	Recommend that \$7,500 of funding to come from FY 2021-22 CEIF additional revenues received. This is funded as a single year pilot.
Education Subtotal				\$7,500	\$7,500		
66	Other	Rancho Cordova Moose Lodge: Parking Lot Improvement Initiative	The Rancho Cordova Moose Lodge parking lot has multiple sink holes and disintegrating asphalt. The proposed project will provide the Rancho Cordova Moose Lodge members and residents with a repaired and resurfaced parking lot for improved safety and accessibility. It will also benefit the many activities held in the parking lot for the community.	\$68,000	\$68,000	2	Recommend that \$68,000 of funding to come from FY 2021-22 CEIF additional revenues received/ budget.
82	Other	Salvation Army of Rancho Cordova Corps: Community Hub Program	This proposed project is to assist low-income elementary children and their families by purchasing school supplies and related items for them. Each student will have \$100 to shop at a local store for school supplies or school related items only. This may include things such as writing materials, paper, notebooks, binders, backpacks, desk supplies, folders, hand sanitizer, school uniforms, shoes, socks, jackets, sweaters, etc.	\$5,000	\$5,000	1	Recommend that \$5,000 of funding to come from FY 2021-22 CEIF additional revenues received.

ATTACHMENT 9
Exhibit A to the Resolution

Fiscal Year 2021-2022 Community Enhancement and Investment Fund Schedule of Proposed Budget Amendments/Project List
ITEM 9.14.

App.	Category	Application Name	Project Description	FY 2022-2023 Application Request	FY 2021-2022 Budget Amendments/Additional Approved Project List	Numeric Category	Notes
90	Other	Benevolent and Protective Order of Elks, Rancho Cordova Lodge #2484: Facility Improvements for Use by Local Fundraising Entities	The Rancho Cordova Elk's Lodge is requesting funds to improve the kitchen capacity, efficiency, and to reduce operating expenses. With a location just off Sunrise Boulevard, just four miles south of Highway 50, the lodge can be adapted to provide the location for any number of events at a significantly lower cost than commercial providers. It is difficult to find locations in the Rancho Cordova area that provide meeting space, access, parking and a full commercial kitchen to provide a location for non-profit events that support the community – and at an affordable price. The Elk's Lodge cannot currently fund the improvements to improve capacity and the flexibility needed to support a variety of events. The Elk's Lodge can provide a significant asset to the community. Costs can be kept to a minimum, with no mark-up on food costs or labor – straight pass through on support costs and a minimal rate to cover Lodge operating expenses (estimating 15 – 20% of revenues). The current Elk's Lodge has some shortcomings that should be addressed to maximize it's potential. The Kitchen has a limited capacity to provide enough meals in a timely manner, and to adapt to a variety of uses. The only griddle is small, and needs to be replaced with a larger unit for breakfast and quick meal preparation. The dishwasher is undersized and it's capacity is not adequate for proposed needs. Upgrading and adding several other appliances will also improve the capacity and flexibility of use.	\$45,245	\$45,245	2	Recommend that \$45,245 of funding to come from FY 2021-22 CEIF additional revenues received.
NA	Other	Youth Center	Additional resources to support the construction and development of the new Rancho Cordova Youth Center.	\$0	\$176,319	1	Recommend that \$176,319 of funding to come from FY 2021-22 CEIF additional revenues received.
Other Subtotal				\$118,245	\$294,564		
Community Grants Total (New projects to be funded from additional revenues received in FY 2021-22)				\$329,468	\$505,787		
Notes About Previously Discussed and Funded Items (already approved by Resolution on April 18, 2022).							
70	Other	FCUSD: CHS Locker Room Facilities Update	Enhancing the physical education locker rooms at Cordova High School to improve the aesthetics, provide a safe environment, and increase natural light, will provide a top-notch facility for students and the community. The project would allow the maintenance department to complete the renovation of the boys and girls locker room at Cordova High School. The funds would be used to purchase new lockers and windows in the existing locker rooms. Funds would also be used to install the lockers and windows.	\$380,000	\$380,000	1	Recommend that \$380,000 of funding to come from FY 2021-22 CEIF additional revenues received. This was approved by Resolution on April 18, 2022.
N/A	Other	Potential Addition of a Steeplechase Pit and Equipment at Cordova High School	The City of Rancho Cordova and Folsom Cordova Unified School District will enter discussions regarding the addition of a steeplechase pit and equipment and Cordova High School. If the district approves the addition of a steeplechase pit at the designated school site the parties will enter into an agreement.	\$220,000	\$220,000	1	Recommend that \$220,000 of funding to come from FY 2021-22 CEIF additional revenues received. This was approved by Resolution on April 18, 2022.
Total of Additional Projects Already Approved by Resolution on April 18, 2022 (from additional revenues received in FY 2021-22)				\$600,000	\$600,000		These two items, totaling \$600,000, referenced above were approved by Resolution on April 18, 2022.

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2022-23 AND MAKING THE
ANNUAL ELECTION FOR ADJUSTMENT FACTORS PURSUANT TO ARTICLE XIII-B OF
THE CALIFORNIA CONSTITUTION**

WHEREAS, the people of California on November 6, 1979, added Article XIII-B to the State Constitution placing various limitations on the appropriations of state and local governments; and

WHEREAS, the people of California on June 5, 1990 amended Article XIII-B effective July 1, 1990; and

WHEREAS, the provisions of the amendments have been interpreted by a coalition of statewide organizations, and the organizations have issued through the League of California Cities revised guidelines to calculate the appropriations limit based on changes in the cost of living, population, and other specified factors; and

WHEREAS, pursuant to Section 7900 et seq. of the Government Code and the California Constitution, cities are required to adopt a resolution setting an annual appropriations limit at a regularly scheduled meeting or a noticed special meeting; and

WHEREAS, the City of Rancho Cordova has complied with the provisions of Article XIII-B in calculating the Appropriations Limit for Fiscal Year 2022-23.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA as follows: The City Council does hereby adjust the City's appropriations limit by the growth in City population and the increase in the per capital personal income for the State of California to determine its appropriations limit of \$96,868,684 for Fiscal Year 2022-23.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2022, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2022-23. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2022-23 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2022.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY MARTIN BOSLER
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2022-23 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2022-23	7.55

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2022-23 appropriation limit.

2022-23:

Per Capita Cost of Living Change = 7.55 percent

Population Change = -0.30 percent

Per Capita Cost of Living converted to a ratio: $\frac{7.55 + 100}{100} = 1.0755$

Population converted to a ratio: $\frac{-0.30 + 100}{100} = 0.997$

Calculation of factor for FY 2022-23: $1.0755 \times 0.997 = 1.0723$

Fiscal Year 2022-23

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022 and Total Population, January 1, 2022

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2021-2022	1-1-21	1-1-22	1-1-2022
Sacramento				
Citrus Heights	-1.01	87,245	86,367	86,367
Elk Grove	0.11	176,769	176,972	176,972
Folsom	1.33	78,714	79,758	84,592
Galt	-0.57	25,383	25,239	25,239
Isleton	-1.27	790	780	780
Rancho Cordova	1.03	79,536	80,359	80,359
Sacramento	-0.05	518,322	518,037	518,037
Unincorporated	-0.86	609,504	604,272	604,272
County Total	-0.28	1,576,263	1,571,784	1,576,618

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022

County	<u>Percent Change</u> 2021-22	<u>--- Population Minus Exclusions ---</u> 1-1-21	1-1-22
Alameda			
Incorporated	-0.53	1,507,763	1,499,840
County Total	-0.62	1,659,616	1,649,285
Alpine			
Incorporated	0.00	0	0
County Total	0.42	1,195	1,200
Amador			
Incorporated	1.23	13,780	13,949
County Total	0.16	36,382	36,440
Butte			
Incorporated	0.44	138,002	138,604
County Total	-2.44	206,640	201,608
Calaveras			
Incorporated	-0.49	3,641	3,623
County Total	-0.40	45,166	44,986
Colusa			
Incorporated	0.50	11,886	11,946
County Total	0.16	21,773	21,807
Contra Costa			
Incorporated	-0.38	983,397	979,614
County Total	-0.41	1,161,240	1,156,471
Del Norte			
Incorporated	-0.88	4,111	4,075
County Total	-0.56	25,330	25,187
El Dorado			
Incorporated	-0.93	32,144	31,845
County Total	-0.32	190,989	190,383

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022

County	<u>Percent Change</u> 2021-22	<u>--- Population Minus Exclusions ---</u> 1-1-21	1-1-22
Fresno			
Incorporated	0.37	843,814	846,968
County Total	0.19	1,003,895	1,005,767
Glenn			
Incorporated	0.20	14,664	14,694
County Total	-0.13	28,788	28,750
Humboldt			
Incorporated	-0.15	63,511	63,415
County Total	-0.23	135,464	135,158
Imperial			
Incorporated	0.35	142,240	142,737
County Total	0.07	173,157	173,278
Inyo			
Incorporated	0.03	3,868	3,869
County Total	-0.04	18,926	18,919
Kern			
Incorporated	0.53	584,219	587,304
County Total	0.05	889,874	890,340
Kings			
Incorporated	-0.54	108,760	108,177
County Total	-0.63	133,978	133,138
Lake			
Incorporated	-0.28	21,569	21,508
County Total	-0.33	67,585	67,365
Lassen			
Incorporated	1.06	9,677	9,780
County Total	0.49	25,227	25,351

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022

County	<u>Percent Change</u> 2021-22	<u>--- Population Minus Exclusions ---</u> 1-1-21	1-1-22
Los Angeles			
Incorporated	-0.71	8,907,581	8,844,059
County Total	-0.71	9,923,635	9,853,284
Madera			
Incorporated	-0.66	79,979	79,453
County Total	0.33	151,653	152,155
Marin			
Incorporated	-1.08	191,936	189,869
County Total	-1.11	256,537	253,686
Mariposa			
Incorporated	0.00	0	0
County Total	-0.20	17,018	16,984
Mendocino			
Incorporated	-0.35	28,697	28,596
County Total	-0.78	90,655	89,951
Merced			
Incorporated	0.41	192,660	193,455
County Total	0.88	280,833	283,311
Modoc			
Incorporated	1.00	2,699	2,726
County Total	0.98	8,606	8,690
Mono			
Incorporated	0.56	7,324	7,365
County Total	0.61	13,167	13,247
Monterey			
Incorporated	-0.39	314,094	312,883
County Total	-0.62	419,835	417,224

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022

County	<u>Percent Change</u> 2021-22	<u>--- Population Minus Exclusions ---</u> 1-1-21	1-1-22
Napa			
Incorporated	-0.78	112,875	111,995
County Total	-0.92	135,759	134,512
Nevada			
Incorporated	-0.12	34,091	34,051
County Total	-0.67	101,875	101,195
Orange			
Incorporated	-0.21	3,035,639	3,029,167
County Total	-0.23	3,168,941	3,161,604
Placer			
Incorporated	0.97	293,504	296,338
County Total	0.37	407,517	409,025
Plumas			
Incorporated	0.74	2,027	2,042
County Total	-3.23	19,574	18,942
Riverside			
Incorporated	0.33	2,024,440	2,031,128
County Total	0.42	2,417,461	2,427,569
Sacramento			
Incorporated	0.08	966,759	967,512
County Total	-0.28	1,576,263	1,571,784
San Benito			
Incorporated	1.38	44,039	44,647
County Total	1.10	64,769	65,479
San Bernardino			
Incorporated	0.23	1,862,086	1,866,337
County Total	0.14	2,154,958	2,157,869

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022

County	<u>Percent Change</u> 2021-22	<u>--- Population Minus Exclusions ---</u> 1-1-21	1-1-22
San Diego			
Incorporated	-0.04	2,745,332	2,744,337
County Total	-0.08	3,226,278	3,223,583
San Francisco			
Incorporated	-0.79	849,259	842,529
County Total	-0.79	849,259	842,529
San Joaquin			
Incorporated	0.59	619,274	622,907
County Total	0.44	778,272	781,688
San Luis Obispo			
Incorporated	-0.94	159,205	157,711
County Total	0.28	275,671	276,431
San Mateo			
Incorporated	-0.91	689,376	683,093
County Total	-0.92	751,464	744,552
Santa Barbara			
Incorporated	-1.70	307,661	302,422
County Total	0.14	438,522	439,133
Santa Clara			
Incorporated	-0.69	1,822,894	1,810,306
County Total	-0.69	1,906,879	1,893,770
Santa Cruz			
Incorporated	3.27	132,260	136,587
County Total	0.00	266,511	266,522
Shasta			
Incorporated	-0.95	115,241	114,151
County Total	-0.82	181,837	180,347

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022

County	<u>Percent Change</u> 2021-22	<u>--- Population Minus Exclusions ---</u> 1-1-21	1-1-22
Sierra			
Incorporated	0.00	737	737
County Total	0.12	3,225	3,229
Siskiyou			
Incorporated	-0.66	19,923	19,791
County Total	-0.32	43,926	43,787
Solano			
Incorporated	-0.56	421,401	419,057
County Total	-0.58	439,181	436,647
Sonoma			
Incorporated	-0.93	353,563	350,260
County Total	-0.54	484,109	481,513
Stanislaus			
Incorporated	-0.29	439,690	438,432
County Total	-0.41	551,737	549,466
Sutter			
Incorporated	0.32	78,805	79,057
County Total	0.24	98,908	99,145
Tehama			
Incorporated	-0.66	23,282	23,129
County Total	-0.47	65,257	64,948
Trinity			
Incorporated	0.00	0	0
County Total	-0.19	16,012	15,981
Tulare			
Incorporated	0.33	338,444	339,546
County Total	0.21	473,786	474,770

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2022-23

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2021 to January 1, 2022

County	<u>Percent Change</u> 2021-22	<u>--- Population Minus Exclusions ---</u> 1-1-21	1-1-22
Tuolumne			
Incorporated	0.45	5,121	5,144
County Total	0.80	52,660	53,081
Ventura			
Incorporated	-0.79	743,771	737,860
County Total	-0.64	835,215	829,909
Yolo			
Incorporated	-1.90	188,861	185,265
County Total	1.81	217,237	221,165
Yuba			
Incorporated	-1.33	16,711	16,488
County Total	0.35	79,776	80,055

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2022-23 GANN CALCULATIONS

SCHEDULE NO. 1**USER FEES VERSUS COSTS**

	Planning Services	Building & Safety	Engineering Fees	Legal Fees	FY 2022 - 2023 Fiscal Year
COSTS REASONABLY BORNE	\$ 1,494,568	\$ 2,557,983	\$ 5,574,830	\$ 650,000	\$ 10,277,381
FEES	<u>824,429</u>	<u>3,055,000</u>	<u>4,214,800</u>	<u>-</u>	<u>8,094,229</u>
AMOUNT OF FEE REVENUE LESS THAN COST	<u>\$ (670,139)</u>	<u>\$ 497,017</u>	<u>\$ (1,360,030)</u>	<u>\$ (650,000)</u>	<u>\$ (2,183,152)</u>

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2022-23 GANN CALCULATIONS

SCHEDULE NO. 2

ALLOCATION OF TAXES										
	General Fund		Special Revenue Fund		Internal Service Fund		Total			
	Subject	Not Subject	Subject	Not Subject	Subject	Not Subject	Subject	Not Subject	Subject	Not Subject
Property Taxes	\$ 13,367,377	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,367,377	\$ -	\$ -	\$ -
Property Taxes In Lieu	8,081,585	-	-	-	-	-	8,081,585	-	-	-
Sales Taxes	39,412,381	-	-	-	-	-	39,412,381	-	-	-
Other Taxes:										
Garbage Franchise Fee	-	1,520,900	-	-	-	-	-	-	-	1,520,900
Cable Franchise Fee	-	465,000	-	-	-	-	-	-	-	465,000
PG&E Franchise Fee	-	115,000	-	-	-	-	-	-	-	115,000
Other Franchise	-	220,000	-	-	-	-	-	-	-	220,000
Property Transfer Tax	450,000	-	-	-	-	-	450,000	-	-	-
Police Tax	2,286,792	-	-	-	-	-	2,286,792	-	-	-
Utility User Tax	3,281,250	-	-	-	-	-	3,281,250	-	-	-
Transient Occupancy Tax	4,200,000	-	-	-	-	-	4,200,000	-	-	-
Other Taxes	-	-	-	-	-	-	-	-	-	-
TOTAL TAXES	71,079,385	2,320,900	-	-	-	-	71,079,385	-	2,320,900	-
From State:										
Motor Vehicle In Lieu	33,500	-	-	-	-	-	33,500	-	-	-
Gas Tax	-	-	-	1,918,900	-	-	-	-	-	1,918,900
RMRA	-	-	-	1,497,700	-	-	-	-	-	1,497,700
Homeowners Relief	97,700	-	-	-	-	-	97,700	-	-	-
TDA	-	-	67,600	-	-	-	67,600	-	-	-
SB 90 Reimbursements	-	20,000	-	-	-	-	-	-	-	20,000
Sub-Total	131,200	20,000	67,600	3,416,600	-	-	198,800	-	3,436,600	-
Other Intergovernmental	-	30,000	-	-	-	-	-	-	-	30,000
Measure A Sales Tax	-	-	-	3,217,700	-	-	-	-	-	3,217,700
CDBG Block Grant	-	-	-	1,200,000	-	-	-	-	-	1,200,000
Grants	-	-	-	5,600,000	-	-	-	-	-	5,600,000
Sub-Total Other Intergovt'l	-	30,000	-	10,017,700	-	-	-	-	10,047,700	-
Locally Raised:										
Sp. Benefit - Assmt. Districts	-	-	-	4,324,200	-	-	-	-	-	4,324,200
Zinfandel Impact Fees	-	-	-	-	-	-	-	-	-	-
Comm. Fac. Fee	-	-	-	1,772,347	-	-	-	-	-	1,772,347
CFF - Library	-	-	-	363,008	-	-	-	-	-	363,008
Traffic Impact Fees	-	-	-	1,737,900	-	-	-	-	-	1,737,900
Storm Drain Impact Fees	-	-	-	3,080,000	-	-	-	-	-	3,080,000
Park Renovation Fees	-	-	-	634,960	-	-	-	-	-	634,960
Local Housing Trust	-	-	-	50,000	-	-	-	-	-	50,000
Low & Moderate Income Housing Ass	-	-	-	-	-	-	-	-	-	-
Sunrise Douglas Impact	-	-	-	8,297,768	-	-	-	-	-	8,297,768
General Plan Impact	-	-	-	80,000	-	-	-	-	-	80,000
Capital Village Park	-	-	-	-	-	-	-	-	-	-
Mather Field Impact	-	-	-	-	-	-	-	-	-	-
Roadway Improvement Fund	-	-	-	2,184,500	-	-	-	-	-	2,184,500
Storm Water Utility Tax	-	-	-	-	-	-	-	-	-	-
Licenses Permits & Fees	-	807,800	-	30,000	-	-	-	-	-	837,800
Fines/Forfeitures & Penalties	-	1,562,100	-	-	-	-	-	-	-	1,562,100
Rents	-	121,000	-	-	-	-	-	-	-	121,000
Charges for Services	-	590,858	-	-	-	-	-	-	-	590,858
Transfers In	-	1,900,000	-	-	-	6,165,811	-	-	-	8,065,811
Other	-	-	-	50,000	-	-	-	-	-	50,000
Sub-Total Locally Raised	-	4,981,758	-	22,604,683	-	6,165,811	-	-	33,752,252	-
TOTAL ALL FUNDS	\$ 71,210,585	\$ 7,352,658	\$ 67,600	\$ 36,038,983	\$ -	\$ 6,165,811	\$ 71,278,185	\$ -	\$ 49,557,452	-

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2022-23 GANN CALCULATIONS

SCHEDULE NO. 3**INTEREST EARNINGS PRODUCED BY TAXES**

	Amount	Source
A. Non-Interest Tax Proceeds	\$ 71,278,185	Worksheet # 2
B. Minus Exclusions	<u>12,437,464</u>	Worksheet # 7
C. Net Invested Taxes	<u>58,840,721</u>	(A-B)
D. Total Non-Interest Budget	<u><u>57,651,681</u></u>	Worksheet # 2
E. Tax Proceeds as % of Budget	102.06%	(C/D)
F. Interest Earnings	375,000	Budget
G. Amount of Interest Earned from Taxes	<u><u>\$ 382,734</u></u>	(E*F)
H. Amount of Interest Earned from Non-Taxes	<u><u>\$ (7,734)</u></u>	(F-G)

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2022-23 GANN CALCULATIONS

SCHEDULE NO. 4

APPROPRIATIONS SUBJECT TO LIMITATION

	Amount	Source
A. Proceeds of Taxes	\$ 71,660,919	Schedule No. 8
B. Exclusions	<u>12,437,464</u>	Schedule No. 7
C. Appropriations Subject to Limitation	<u>59,223,455</u>	(A-B)
D. Current Year Limitation	<u>96,868,684</u>	Schedule No. 6
E. Over/(Under) Limit	<u>\$ (37,645,229)</u>	(C-D)

**CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2022-23 GANN CALCULATIONS**

SCHEDULE NO. 5***APPROPRIATIONS LIMIT***

	<u>Amount</u>	<u>Source</u>
A. Last Year's Limit	\$ 89,150,264	Voter Approved
B. Adjustment Factors		
1. Growth in Rancho Cordova Population	1.0103	State Finance
2. Growth in California Per Capita Income	1.0755	State Finance
Total Adjustment %	1.0866	(B1 * B2)
C. Annual Adjustment \$	<u>7,718,420</u>	(B*A)
D. Other Adjustments		
Lost Responsibility (-)	-	
Transfer to Private (-)	-	
Transfer to Fees (-)	-	
Assumed Responsibility (+)	<u>-</u>	
Subtotal	-	
E. Total Adjustments	<u>7,718,420</u>	(C+D)
F. This Year's Limit	<u><u>\$ 96,868,684</u></u>	(A+E)

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2022-23 GANN CALCULATIONS

SCHEDULE NO. 6

APPROPRIATIONS LIMIT ANALYSIS

FY 2021-2022 Appropriations Limit	\$ 89,150,264
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Adjustment Factors

Change in Per Capita Personal Income	1.0755
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Increase in Rancho Cordova Population	1.0103
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Factor for Fiscal Year 2022-2023	1.0866
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FY 2022-2023 Appropriations Limit	\$ 96,868,684
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FY 2022-2023 Proceeds of Taxes	71,660,919	
Exclusion	<u>(12,437,464)</u>	

FY 2022-2023 Appropriations Subject to Limit	<u>59,223,455</u>
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FY 2022-2023 Appropriations Under Limit	\$ 37,645,229
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**CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2022-23 GANN CALCULATIONS**

SCHEDULE NO. 7***EXCLUSIONS TO APPROPRIATIONS LIMIT***

COURT ORDERS	\$	-
FEDERAL MANDATES		
FLSA Payments		-
Medicare Payments		-
Landfill Closure Costs		-
Underground Tank Monitoring		-
Unemployment Payments		-
TOTAL FEDERAL MANDATES		-
QUALIFIED CAPITAL OUTLAYS		
Technology Enhancements		550,000
Building Improvements		400,000
Vehicles		-
Other Capital Equipment		-
		950,000
QUALIFIED DEBT SERVICE		
Certificates of Participation		1,323,895
Revenue Neutrality Payment		10,163,569
		11,487,464
TOTAL EXCLUDED APPROPRIATIONS	\$	12,437,464

CITY OF RANCHO CORDOVA, CA
FISCAL YEAR 2022-23 GANN CALCULATIONS

SCHEDULE NO. 8**CALCULATION OF PROCEEDS OF TAXES**

REVENUE	Proceeds of Taxes	Non-Proceeds of Taxes	Total
Taxes	\$ 71,079,385	\$ 2,320,900	\$ 73,400,285
Subventions from State			-
Motor Vehicle In Lieu	33,500	-	33,500
Gas Tax	-	1,918,900	1,918,900
RMRA	-	1,497,700	1,497,700
Homeowner's Relief	97,700	-	97,700
SB 90 Reimbursements	-	20,000	20,000
TDA	67,600	-	67,600
Other Intergovernmental	-	1,230,000	1,230,000
Locally Raised			
Local Dedicated Sales Tax	-	3,217,700	3,217,700
Special Benefit-Landscape Assessments	-	4,324,200	4,324,200
Impact Fees	-	16,015,983	16,015,983
Grants	-	5,600,000	5,600,000
Licenses and Permits	-	837,800	837,800
Fines, Forfeiture and Penalties	-	1,562,100	1,562,100
Rents	-	121,000	121,000
Charges for Services	-	590,858	590,858
Storm Water Utility Tax	-	-	-
Roadway Improvement Fund	-	2,184,500	2,184,500
User Fees	-	8,094,229	8,094,229
Transfers In	-	8,065,811	8,065,811
Other	-	50,000	50,000
Subtotal	71,278,185	57,651,681	128,929,866
Interest Earnings	382,734	(7,734)	375,000
Total Revenue	71,660,919	57,643,947	129,304,866
Reserve Withdrawals	-	-	-
TOTAL BUDGET APPROPRIATIONS	\$ 71,660,919	\$ 57,643,947	\$ 129,304,866

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING THE FULL-TIME EMPLOYEE SALARY SCHEDULE**

WHEREAS, the City annually reviews and may revise employee compensation and the salary schedule ranges; and

WHEREAS, the City Manager has the authority to recommend and implement adjustments to the salary schedule to ensure the City maintains a competitive compensation program; and

WHEREAS, the 2021-23 Operating Budget anticipates salary adjustments for each of the two fiscal years in accordance with the City's compensation philosophy; and

WHEREAS, California Code of Regulations Section 570.5 requires that all pay schedules be made publicly available and approved by the City Council; and

WHEREAS, increases in salary ranges are to take effect the pay period beginning on June 26, 2022.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA adopts the full-time employee salary schedule effective June 26, 2022.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donald Terry, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Fiscal Year 2022/2023 (Effective 6/26/2022)																			
Classification	Step A Hourly	Step A Monthly	Step A1 Hourly	Step A1 Monthly	Step B Hourly	Step B Monthly	Step B1 Hourly	Step B1 Monthly	Step C Hourly	Step C Monthly	Step C1 Hourly	Step C1 Monthly	Step D Hourly	Step D Monthly	Step D1 Hourly	Step D1 Monthly	Step E Hourly	Step E Monthly	Proposed Annual Salary
Accountant	\$ 38.54	\$ 6,680.13	\$ 39.51	\$ 6,848.81	\$ 40.51	\$ 7,021.76	\$ 41.53	\$ 7,199.06	\$ 42.58	\$ 7,380.85	\$ 43.66	\$ 7,567.22	\$ 44.76	\$ 7,758.31	\$ 45.89	\$ 7,954.21	\$ 47.05	\$ 8,155.07	\$ 97,860.81
Accounting Technician	\$ 28.63	\$ 4,962.41	\$ 29.35	\$ 5,087.72	\$ 30.09	\$ 5,216.19	\$ 30.85	\$ 5,347.91	\$ 31.63	\$ 5,482.95	\$ 32.43	\$ 5,621.40	\$ 33.25	\$ 5,763.35	\$ 34.09	\$ 5,908.88	\$ 34.95	\$ 6,058.08	\$ 72,697.01
Administrative Assistant II	\$ 29.78	\$ 5,161.01	\$ 30.53	\$ 5,291.33	\$ 31.30	\$ 5,424.95	\$ 32.09	\$ 5,561.93	\$ 32.90	\$ 5,702.38	\$ 33.73	\$ 5,846.37	\$ 34.58	\$ 5,994.00	\$ 35.45	\$ 6,145.35	\$ 36.35	\$ 6,300.53	\$ 75,606.39
Administrative Assistant I	\$ 27.07	\$ 4,691.83	\$ 27.75	\$ 4,810.30	\$ 28.45	\$ 4,931.77	\$ 29.17	\$ 5,056.30	\$ 29.91	\$ 5,183.98	\$ 30.66	\$ 5,314.88	\$ 31.44	\$ 5,449.09	\$ 32.23	\$ 5,586.69	\$ 33.04	\$ 5,727.76	\$ 68,733.08
Administrative Services Director	\$ 81.54	\$ 14,133.90	\$ 83.60	\$ 14,490.80	\$ 85.71	\$ 14,856.71	\$ 87.88	\$ 15,231.86	\$ 90.10	\$ 15,616.49	\$ 92.37	\$ 16,010.82	\$ 94.70	\$ 16,415.12	\$ 97.09	\$ 16,829.62	\$ 99.55	\$ 17,254.59	\$ 207,055.04
Animal Services Officer II / On-Call Animal Services Officer II	\$ 29.77	\$ 5,160.16	\$ 30.52	\$ 5,290.46	\$ 31.29	\$ 5,424.05	\$ 32.08	\$ 5,561.02	\$ 32.89	\$ 5,701.44	\$ 33.72	\$ 5,845.41	\$ 34.58	\$ 5,993.01	\$ 35.45	\$ 6,144.35	\$ 36.34	\$ 6,299.50	\$ 75,593.97
Animal Services Officer I / On-Call Animal Services Officer I	\$ 27.06	\$ 4,691.06	\$ 27.75	\$ 4,809.51	\$ 28.45	\$ 4,930.96	\$ 29.17	\$ 5,055.47	\$ 29.90	\$ 5,183.13	\$ 30.66	\$ 5,314.01	\$ 31.43	\$ 5,448.19	\$ 32.23	\$ 5,585.77	\$ 33.04	\$ 5,726.82	\$ 68,721.79
Assistant City Clerk	\$ 41.76	\$ 7,238.72	\$ 42.82	\$ 7,421.50	\$ 43.90	\$ 7,608.91	\$ 45.01	\$ 7,801.04	\$ 46.14	\$ 7,998.03	\$ 47.31	\$ 8,199.99	\$ 48.50	\$ 8,407.05	\$ 49.73	\$ 8,619.34	\$ 50.98	\$ 8,836.98	\$ 106,043.81
Assistant Civil Engineer	\$ 42.07	\$ 7,291.38	\$ 43.13	\$ 7,475.50	\$ 44.22	\$ 7,664.27	\$ 45.33	\$ 7,857.80	\$ 46.48	\$ 8,056.22	\$ 47.65	\$ 8,259.65	\$ 48.86	\$ 8,468.21	\$ 50.09	\$ 8,682.05	\$ 51.35	\$ 8,901.28	\$ 106,815.34
Assistant Land Surveyor	\$ 42.07	\$ 7,291.38	\$ 43.13	\$ 7,475.50	\$ 44.22	\$ 7,664.27	\$ 45.33	\$ 7,857.80	\$ 46.48	\$ 8,056.22	\$ 47.65	\$ 8,259.65	\$ 48.86	\$ 8,468.21	\$ 50.09	\$ 8,682.05	\$ 51.35	\$ 8,901.28	\$ 106,815.34
Assistant Planner	\$ 37.53	\$ 6,505.29	\$ 38.47	\$ 6,668.90	\$ 39.44	\$ 6,836.61	\$ 40.43	\$ 7,008.51	\$ 41.45	\$ 7,184.70	\$ 42.49	\$ 7,365.30	\$ 43.56	\$ 7,550.42	\$ 44.65	\$ 7,740.16	\$ 45.78	\$ 7,934.65	\$ 95,215.81
Assistant to the City Manager	\$ 52.83	\$ 9,156.98	\$ 54.16	\$ 9,388.20	\$ 55.53	\$ 9,625.27	\$ 56.93	\$ 9,868.32	\$ 58.37	\$ 10,117.50	\$ 59.84	\$ 10,372.98	\$ 61.36	\$ 10,634.91	\$ 62.90	\$ 10,903.46	\$ 64.49	\$ 11,178.79	\$ 134,145.42
Associate Civil Engineer	\$ 48.38	\$ 8,385.09	\$ 49.60	\$ 8,596.82	\$ 50.85	\$ 8,813.91	\$ 52.13	\$ 9,036.47	\$ 53.45	\$ 9,264.65	\$ 54.80	\$ 9,498.59	\$ 56.18	\$ 9,738.44	\$ 57.60	\$ 9,984.35	\$ 59.06	\$ 10,236.47	\$ 122,837.64
Associate Planner	\$ 41.28	\$ 7,155.82	\$ 42.32	\$ 7,335.79	\$ 43.39	\$ 7,520.27	\$ 44.48	\$ 7,709.36	\$ 45.60	\$ 7,903.17	\$ 46.74	\$ 8,101.83	\$ 47.92	\$ 8,305.46	\$ 49.12	\$ 8,514.18	\$ 50.35	\$ 8,728.12	\$ 104,737.39
Building Inspector I	\$ 33.88	\$ 5,872.37	\$ 34.73	\$ 6,020.66	\$ 35.61	\$ 6,172.69	\$ 36.51	\$ 6,328.55	\$ 37.43	\$ 6,488.36	\$ 38.38	\$ 6,652.20	\$ 39.35	\$ 6,820.17	\$ 40.34	\$ 6,992.39	\$ 41.36	\$ 7,168.96	\$ 86,027.49
Building Inspector II	\$ 37.27	\$ 6,459.61	\$ 38.21	\$ 6,622.72	\$ 39.17	\$ 6,789.95	\$ 40.16	\$ 6,961.41	\$ 41.18	\$ 7,137.19	\$ 42.22	\$ 7,317.42	\$ 43.28	\$ 7,502.19	\$ 44.37	\$ 7,691.63	\$ 45.50	\$ 7,885.85	\$ 94,630.24
Building Official	\$ 52.28	\$ 9,061.17	\$ 53.60	\$ 9,289.97	\$ 54.95	\$ 9,524.56	\$ 56.34	\$ 9,765.07	\$ 57.76	\$ 10,011.65	\$ 59.22	\$ 10,264.45	\$ 60.71	\$ 10,523.64	\$ 62.25	\$ 10,789.38	\$ 63.82	\$ 11,061.82	\$ 132,741.87
Building Code Administrator	\$ 41.76	\$ 7,238.72	\$ 42.82	\$ 7,421.50	\$ 43.90	\$ 7,608.91	\$ 45.01	\$ 7,801.04	\$ 46.14	\$ 7,998.03	\$ 47.31	\$ 8,199.99	\$ 48.50	\$ 8,407.05	\$ 49.73	\$ 8,619.34	\$ 50.98	\$ 8,836.98	\$ 106,043.81
Building Permit Technician I	\$ 26.72	\$ 4,632.20	\$ 27.40	\$ 4,749.17	\$ 28.09	\$ 4,869.09	\$ 28.80	\$ 4,992.04	\$ 29.53	\$ 5,118.09	\$ 30.27	\$ 5,247.33	\$ 31.04	\$ 5,379.83	\$ 31.82	\$ 5,515.68	\$ 32.62	\$ 5,654.96	\$ 67,859.51
Building Permit Technician II	\$ 29.40	\$ 5,095.42	\$ 30.14	\$ 5,224.08	\$ 30.90	\$ 5,356.00	\$ 31.68	\$ 5,491.24	\$ 32.48	\$ 5,629.90	\$ 33.30	\$ 5,772.07	\$ 34.14	\$ 5,917.82	\$ 35.00	\$ 6,067.25	\$ 35.89	\$ 6,220.46	\$ 74,645.46
Chief Innovation/Information Officer	\$ 81.54	\$ 14,133.90	\$ 83.60	\$ 14,490.80	\$ 85.71	\$ 14,856.71	\$ 87.88	\$ 15,231.86	\$ 90.10	\$ 15,616.49	\$ 92.37	\$ 16,010.82	\$ 94.70	\$ 16,415.12	\$ 97.09	\$ 16,829.62	\$ 99.55	\$ 17,254.59	\$ 207,055.04
Chief Building Official	\$ 61.44	\$ 10,650.10	\$ 62.99	\$ 10,919.03	\$ 64.59	\$ 11,194.75	\$ 66.22	\$ 11,477.43	\$ 67.89	\$ 11,767.25	\$ 69.60	\$ 12,064.39	\$ 71.36	\$ 12,369.03	\$ 73.16	\$ 12,681.36	\$ 75.01	\$ 13,001.58	\$ 156,018.97
City Clerk	\$ 59.06	\$ 10,237.07	\$ 60.55	\$ 10,495.56	\$ 62.08	\$ 10,760.59	\$ 63.65	\$ 11,032.31	\$ 65.26	\$ 11,310.89	\$ 66.90	\$ 11,596.50	\$ 68.59	\$ 11,889.33	\$ 70.32	\$ 12,189.55	\$ 72.10	\$ 12,497.35	\$ 149,968.21
City Manager (6/26/2022 - 6/30/2023)	negotiated by City Council																\$ 137.34	\$ 23,805.09	
Code Enforcement Officer I	\$ 31.63	\$ 5,482.33	\$ 32.43	\$ 5,620.77	\$ 33.25	\$ 5,762.70	\$ 34.09	\$ 5,908.22	\$ 34.95	\$ 6,057.41	\$ 35.83	\$ 6,210.36	\$ 36.73	\$ 6,367.18	\$ 37.66	\$ 6,527.96	\$ 38.61	\$ 6,692.80	\$ 80,313.62
Code Enforcement Officer II	\$ 34.79	\$ 6,030.57	\$ 35.67	\$ 6,182.85	\$ 36.57	\$ 6,338.97	\$ 37.49	\$ 6,499.04	\$ 38.44	\$ 6,663.15	\$ 39.41	\$ 6,831.40	\$ 40.41	\$ 7,003.90	\$ 41.43	\$ 7,180.76	\$ 42.47	\$ 7,362.08	\$ 88,344.98
Communications & Legislative Affairs Director	\$ 68.21	\$ 11,822.78	\$ 69.93	\$ 12,121.32	\$ 71.70	\$ 12,427.40	\$ 73.51	\$ 12,741.21	\$ 75.36	\$ 13,062.94	\$ 77.27	\$ 13,392.80	\$ 79.22	\$ 13,730.98	\$ 81.22	\$ 14,077.71	\$ 83.27	\$ 14,433.19	\$ 173,198.24
Community Development Director	\$ 81.54	\$ 14,133.90	\$ 83.60	\$ 14,490.80	\$ 85.71	\$ 14,856.71	\$ 87.88	\$ 15,231.86	\$ 90.10	\$ 15,616.49	\$ 92.37	\$ 16,010.82	\$ 94.70	\$ 16,415.12	\$ 97.09	\$ 16,829.62	\$ 99.55	\$ 17,254.59	\$ 207,055.04
Community Engagement Assistant I	\$ 27.07	\$ 4,691.83	\$ 27.75	\$ 4,810.30	\$ 28.45	\$ 4,931.77	\$ 29.17	\$ 5,056.30	\$ 29.91	\$ 5,183.98	\$ 30.66	\$ 5,314.88	\$ 31.44	\$ 5,449.09	\$ 32.23	\$ 5,586.69	\$ 33.04	\$ 5,727.76	\$ 68,733.08
Community Engagement Assistant II	\$ 29.78	\$ 5,161.01	\$ 30.53	\$ 5,291.33	\$ 31.30	\$ 5,424.95	\$ 32.09	\$ 5,561.93	\$ 32.90	\$ 5,702.38	\$ 33.73	\$ 5,846.37	\$ 34.58	\$ 5,994.00	\$ 35.45	\$ 6,145.35	\$ 36.35	\$ 6,300.53	\$ 75,606.39
Community Services Officer II	\$ 28.24	\$ 4,894.48	\$ 28.95	\$ 4,561.01	\$ 29.68	\$ 5,144.42	\$ 30.43	\$ 5,274.09	\$ 31.19	\$ 5,407.00	\$ 31.98	\$ 5,543.24	\$ 32.79	\$ 5,682.87	\$ 33.61	\$ 5,826.01	\$ 34.46	\$ 5,972.73	\$ 71,672.67
Customer Service Representative I	\$ 19.24	\$ 3,334.79	\$ 19.72	\$ 3,418.99	\$ 20.22	\$ 3,505.33	\$ 20.73	\$ 3,593.84	\$ 21.26	\$ 3,684.59	\$ 21.79	\$ 3,777.63	\$ 22.34	\$ 3,873.02	\$ 22.91	\$ 3,970.82	\$ 23.49	\$ 4,071.09	\$ 48,853.04
Customer Service Representative II	\$ 21.16	\$ 3,668.26	\$ 21.70	\$ 3,760.89	\$ 22.25	\$ 3,855.86	\$ 22.81	\$ 3,953.22	\$ 23.38	\$ 4,053.05	\$ 23.97	\$ 4,155.39	\$ 24.58	\$ 4,260.32	\$ 25.20	\$ 4,367.90	\$ 25.84	\$ 4,478.20	\$ 53,738.34
Senior Customer Service Representative	\$ 23.28	\$ 4,035.09	\$ 23.87	\$ 4,136.98	\$ 24.47	\$ 4,241.45	\$ 25.09	\$ 4,348.55	\$ 25.72	\$ 4,458.35	\$ 26.37	\$ 4,570.93	\$ 27.04	\$ 4,686.35	\$ 27.72	\$ 4,804.69	\$ 28.42	\$ 4,926.01	\$ 59,112.18
Deputy City Clerk	\$ 29.78	\$ 5,161.01	\$ 30.53	\$ 5,291.33	\$ 31.30	\$ 5,424.95	\$ 32.09	\$ 5,561.93	\$ 32.90	\$ 5,702.38	\$ 33.73	\$ 5,846.37	\$ 34.58	\$ 5,994.00	\$ 35.45	\$ 6,145.35	\$ 36.35	\$ 6,300.53	\$ 75,606.39
Deputy City Manager	\$ 89.70	\$ 15,547.29	\$ 91.96	\$ 15,939.88	\$ 94.28	\$ 16,342.38	\$ 96.66	\$ 16,755.05	\$ 99.10	\$ 17,178.13	\$ 101.61	\$ 17,611.90	\$ 104.17	\$ 18,056.63	\$ 106.80	\$ 18,512.58	\$ 109.50	\$ 18,980.05	\$ 227,760.54
Economic Development Manager	\$ 55.58	\$ 9,633.13	\$ 56.98	\$ 9,876.38	\$ 58.42	\$ 10,125.77	\$ 59.89	\$ 10,381.46	\$ 61.41	\$ 10,643.60	\$ 62.96	\$ 10,912.36	\$ 64.55	\$ 11,187.92	\$ 66.18	\$ 11,470.42	\$ 67.85	\$ 11,760.07	\$ 141,120.80
Engineering Technician	\$ 31.39	\$ 5,441.49	\$ 32.19	\$ 5,578.89	\$ 33.00	\$ 5,719.76	\$ 33.83	\$ 5,864.19	\$ 34.69	\$ 6,012.27	\$ 35.56	\$ 6,164.09	\$ 36.46	\$ 6,319.74	\$ 37.38	\$ 6,479.32	\$ 38.32	\$ 6,642.93	\$ 79,715.20
Events Coordinator II	\$ 29.78	\$ 5,161.01	\$ 30.53	\$ 5,291.33	\$ 31.30	\$ 5,424.95	\$ 32.09	\$ 5,561.93	\$ 32.90	\$ 5,702.38	\$ 33.73	\$ 5,846.37	\$ 34.58	\$ 5,994.00	\$ 35.45	\$ 6,145.35	\$ 36.35	\$ 6,300.53	\$ 75,606.39
Events Coordinator I	\$ 27.07	\$ 4,691.83	\$ 27.75	\$ 4,810.30	\$ 28.45	\$ 4,931.77	\$ 29.17	\$ 5,056.30	\$ 29.91	\$ 5,183.98	\$ 30.66	\$ 5,314.88	\$ 31.44	\$ 5,449.09	\$ 32.23	\$ 5,586.69	\$ 33.04	\$ 5,727.76	\$ 68,733.08
Facilities Maintenance Technician II	\$ 31.77	\$ 5,507.08	\$ 32.57	\$ 5,646.14	\$ 33.40	\$ 5,788.72	\$ 34.24	\$ 5,934.89	\$ 35.10	\$ 6,084.75	\$ 35.99	\$ 6,238.40	\$ 36.90	\$ 6,395.93	\$ 37.83	\$ 6,557.43	\$ 38.79	\$ 6,723.02	\$ 80,676.19
Facilities Maintenance Technician I	\$ 28.88	\$ 5,006.44	\$ 29.61	\$ 5,132.86	\$ 30.36	\$ 5,262.47	\$ 31.13	\$ 5,395.35	\$ 31.91	\$ 5,531.59	\$ 32.72	\$ 5,671.27	\$ 33.55	\$ 5,814.48	\$ 34.39	\$ 5,961.30	\$ 35.26	\$ 6,111.83	\$ 73,341.99
Facilities Services Manager	\$ 52.28	\$ 9,061.17	\$ 53.60	\$ 9,289.97	\$ 54.95	\$ 9,524.56	\$ 56.34	\$ 9,765.07	\$ 57.76	\$ 10,011.65	\$ 59.22	\$ 10,264.45	\$ 60.71	\$ 10,523.64	\$ 62.25	\$ 10,789.38	\$ 63.82	\$ 11,061.82	\$ 132,741.87
Facilities Services Representative	\$ 29.78	\$ 5,161.01	\$ 30.53	\$ 5,291.33	\$ 31.30	\$ 5,424.95	\$ 32.09	\$ 5,561.93	\$ 32.90	\$ 5,702.38	\$ 33.73	\$ 5,846.37	\$ 34.58	\$ 5,994.00	\$ 35.45	\$ 6,145.35	\$ 36.35	\$ 6,300.53	\$ 75,606.39
Facilities Services Supervisor	\$ 41.76	\$ 7,238.72	\$ 42.82	\$ 7,421.50	\$ 43.90	\$ 7,608.91	\$ 45.01	\$ 7,801.04	\$ 46.14	\$ 7,998.03	\$ 47.31	\$ 8,199.99	\$ 48.50	\$ 8,407.05	\$ 49.73	\$ 8,619.34	\$ 50.98	\$ 8,836.98	\$ 106,043.81

Fiscal Year 2022/2023 (Effective 6/26/2022)

	Step A Hourly	Step A Monthly	Step A1 Hourly	Step A1 Monthly	Step B Hourly	Step B Monthly	Step B1 Hourly	Step B1 Monthly	Step C Hourly	Step C Monthly	Step C1 Hourly	Step C1 Monthly	Step D Hourly	Step D Monthly	Step D1 Hourly	Step D1 Monthly	Step E Hourly	Step E Monthly	Proposed Annual Salary
Facilities Services Worker	\$ 19.03	\$ 3,298.58	\$ 19.51	\$ 3,381.88	\$ 20.00	\$ 3,467.27	\$ 20.51	\$ 3,554.83	\$ 21.03	\$ 3,644.59	\$ 21.56	\$ 3,736.62	\$ 22.10	\$ 3,830.97	\$ 22.66	\$ 3,927.71	\$ 23.23	\$ 4,026.89	\$ 48,322.68
Facilities Attendant	\$ 16.56	\$ 2,870.49	\$ 16.97	\$ 2,942.25	\$ 17.40	\$ 3,015.81	\$ 17.83	\$ 3,091.20	\$ 18.28	\$ 3,168.48	\$ 18.74	\$ 3,247.70	\$ 19.21	\$ 3,328.89	\$ 19.69	\$ 3,412.11	\$ 20.18	\$ 3,497.41	\$ 41,968.96
Finance Manager	\$ 58.73	\$ 10,179.94	\$ 60.21	\$ 10,436.99	\$ 61.73	\$ 10,700.53	\$ 63.29	\$ 10,970.74	\$ 64.89	\$ 11,247.77	\$ 66.53	\$ 11,531.78	\$ 68.21	\$ 11,822.98	\$ 69.93	\$ 12,121.53	\$ 71.70	\$ 12,428.28	\$ 149,139.36
Human Resources Analyst I	\$ 39.13	\$ 6,783.26	\$ 40.12	\$ 6,954.55	\$ 41.14	\$ 7,130.16	\$ 42.17	\$ 7,310.20	\$ 43.24	\$ 7,494.79	\$ 44.33	\$ 7,684.05	\$ 45.45	\$ 7,878.08	\$ 46.60	\$ 8,077.01	\$ 47.77	\$ 8,280.96	\$ 99,371.57
Human Resources Analyst II	\$ 43.05	\$ 7,461.59	\$ 44.13	\$ 7,650.00	\$ 45.25	\$ 7,843.17	\$ 46.39	\$ 8,041.22	\$ 47.56	\$ 8,244.27	\$ 48.76	\$ 8,452.45	\$ 50.00	\$ 8,665.89	\$ 51.26	\$ 8,884.71	\$ 52.55	\$ 9,109.06	\$ 109,308.73
Human Resources Manager, Information Technology Manager (New)	\$ 61.44	\$ 10,650.10	\$ 62.99	\$ 10,919.03	\$ 64.59	\$ 11,194.75	\$ 66.22	\$ 11,477.43	\$ 67.89	\$ 11,767.25	\$ 69.60	\$ 12,064.39	\$ 71.36	\$ 12,369.03	\$ 73.16	\$ 12,681.36	\$ 75.01	\$ 13,001.58	\$ 156,018.97
Information Technology Analyst I	\$ 38.25	\$ 6,629.25	\$ 39.21	\$ 6,796.65	\$ 40.20	\$ 6,968.27	\$ 41.22	\$ 7,144.23	\$ 42.26	\$ 7,324.63	\$ 43.32	\$ 7,509.59	\$ 44.42	\$ 7,699.21	\$ 45.54	\$ 7,893.63	\$ 46.69	\$ 8,092.95	\$ 97,115.44
Information Technology Analyst II	\$ 42.07	\$ 7,292.18	\$ 43.13	\$ 7,476.31	\$ 44.22	\$ 7,665.10	\$ 45.34	\$ 7,858.65	\$ 46.48	\$ 8,057.10	\$ 47.66	\$ 8,260.55	\$ 48.86	\$ 8,469.14	\$ 50.09	\$ 8,682.99	\$ 51.36	\$ 8,902.25	\$ 106,826.99
Information Technology Technician	\$ 33.98	\$ 5,889.36	\$ 34.84	\$ 6,038.07	\$ 35.71	\$ 6,190.54	\$ 36.62	\$ 6,346.86	\$ 37.54	\$ 6,507.12	\$ 38.49	\$ 6,671.44	\$ 39.46	\$ 6,839.90	\$ 40.46	\$ 7,012.62	\$ 41.48	\$ 7,189.69	\$ 86,276.32
Maintenance & Operations Technician	\$ 31.77	\$ 5,507.08	\$ 32.57	\$ 5,646.14	\$ 33.40	\$ 5,788.72	\$ 34.24	\$ 5,934.89	\$ 35.10	\$ 6,084.75	\$ 35.99	\$ 6,238.40	\$ 36.90	\$ 6,395.93	\$ 37.83	\$ 6,557.43	\$ 38.79	\$ 6,723.02	\$ 80,676.19
Management Analyst I, Communications Officer I, Community Engagement Analyst I, Community Enhancement Analyst I, Economic Development Analyst I, Neighborhood Housing and Development Analyst I	\$ 37.97	\$ 6,580.65	\$ 38.92	\$ 6,746.82	\$ 39.91	\$ 6,917.19	\$ 40.91	\$ 7,091.86	\$ 41.95	\$ 7,270.93	\$ 43.01	\$ 7,454.53	\$ 44.09	\$ 7,642.77	\$ 45.21	\$ 7,835.76	\$ 46.35	\$ 8,033.62	\$ 96,403.47
Management Analyst II, Assistant to the CM, Communications Officer II, Community Engagement Analyst II, Community Enhancement Analyst II, Economic Development Analyst II, Neighborhood Housing and Development Analyst II	\$ 41.76	\$ 7,238.72	\$ 42.82	\$ 7,421.50	\$ 43.90	\$ 7,608.91	\$ 45.01	\$ 7,801.04	\$ 46.14	\$ 7,998.03	\$ 47.31	\$ 8,199.99	\$ 48.50	\$ 8,407.05	\$ 49.73	\$ 8,619.34	\$ 50.98	\$ 8,836.98	\$ 106,043.81
Neighborhood Services Manager	\$ 52.28	\$ 9,061.17	\$ 53.60	\$ 9,289.97	\$ 54.95	\$ 9,524.56	\$ 56.34	\$ 9,765.07	\$ 57.76	\$ 10,011.65	\$ 59.22	\$ 10,264.45	\$ 60.71	\$ 10,523.64	\$ 62.25	\$ 10,789.38	\$ 63.82	\$ 11,061.82	\$ 132,741.87
Code Enforcement Supervisor	\$ 44.01	\$ 7,628.67	\$ 45.12	\$ 7,821.30	\$ 46.26	\$ 8,018.80	\$ 47.43	\$ 8,221.28	\$ 48.63	\$ 8,428.88	\$ 49.86	\$ 8,641.72	\$ 51.12	\$ 8,859.94	\$ 52.41	\$ 9,083.66	\$ 53.73	\$ 9,313.03	\$ 111,756.40
Planning Technician I	\$ 26.86	\$ 4,655.40	\$ 27.54	\$ 4,772.96	\$ 28.23	\$ 4,893.48	\$ 28.94	\$ 5,017.05	\$ 29.68	\$ 5,143.73	\$ 30.42	\$ 5,273.62	\$ 31.19	\$ 5,406.79	\$ 31.98	\$ 5,543.31	\$ 32.79	\$ 5,683.29	\$ 68,199.46
Planning Technician II	\$ 29.54	\$ 5,120.94	\$ 30.29	\$ 5,250.25	\$ 31.05	\$ 5,382.83	\$ 31.84	\$ 5,518.75	\$ 32.64	\$ 5,658.11	\$ 33.47	\$ 5,800.98	\$ 34.31	\$ 5,947.46	\$ 35.18	\$ 6,097.64	\$ 36.07	\$ 6,251.62	\$ 75,019.41
Planning Manager	\$ 64.44	\$ 11,169.59	\$ 66.07	\$ 11,451.64	\$ 67.74	\$ 11,740.81	\$ 69.45	\$ 12,037.28	\$ 71.20	\$ 12,341.23	\$ 73.00	\$ 12,652.86	\$ 74.84	\$ 12,972.37	\$ 76.73	\$ 13,299.93	\$ 78.67	\$ 13,635.77	\$ 163,629.29
Principal Building Inspector	\$ 42.86	\$ 7,428.55	\$ 43.94	\$ 7,616.13	\$ 45.05	\$ 7,808.45	\$ 46.19	\$ 8,005.62	\$ 47.35	\$ 8,207.77	\$ 48.55	\$ 8,415.03	\$ 49.77	\$ 8,627.52	\$ 51.03	\$ 8,845.37	\$ 52.32	\$ 9,068.73	\$ 108,824.77
Principal Engineer	\$ 63.98	\$ 11,089.28	\$ 65.59	\$ 11,369.30	\$ 67.25	\$ 11,656.39	\$ 68.95	\$ 11,950.73	\$ 70.69	\$ 12,252.50	\$ 72.47	\$ 12,561.89	\$ 74.30	\$ 12,879.09	\$ 76.18	\$ 13,204.31	\$ 78.10	\$ 13,537.73	\$ 162,452.78
Public Works Director	\$ 81.54	\$ 14,133.90	\$ 83.60	\$ 14,490.80	\$ 85.71	\$ 14,856.71	\$ 87.88	\$ 15,231.86	\$ 90.10	\$ 15,616.49	\$ 92.37	\$ 16,010.82	\$ 94.70	\$ 16,415.12	\$ 97.09	\$ 16,829.62	\$ 99.55	\$ 17,254.59	\$ 207,055.04
Public Works Division Manager - Maintenance & Operations	\$ 60.12	\$ 10,420.34	\$ 61.64	\$ 10,683.47	\$ 63.19	\$ 10,953.24	\$ 64.79	\$ 11,229.82	\$ 66.42	\$ 11,513.39	\$ 68.10	\$ 11,804.12	\$ 69.82	\$ 12,102.19	\$ 71.58	\$ 12,407.78	\$ 73.39	\$ 12,721.10	\$ 152,653.15
Maintenance & Operations Supervisor	\$ 41.76	\$ 7,238.72	\$ 42.82	\$ 7,421.50	\$ 43.90	\$ 7,608.91	\$ 45.01	\$ 7,801.04	\$ 46.14	\$ 7,998.03	\$ 47.31	\$ 8,199.99	\$ 48.50	\$ 8,407.05	\$ 49.73	\$ 8,619.34	\$ 50.98	\$ 8,836.98	\$ 106,043.81
Senior Accountant	\$ 44.32	\$ 7,682.15	\$ 45.44	\$ 7,876.14	\$ 46.59	\$ 8,075.02	\$ 47.76	\$ 8,278.92	\$ 48.97	\$ 8,487.98	\$ 50.21	\$ 8,702.31	\$ 51.47	\$ 8,922.05	\$ 52.77	\$ 9,147.35	\$ 54.11	\$ 9,378.33	\$ 112,539.93
Senior Accounting Technician & Payroll/Accounting Technician	\$ 31.49	\$ 5,458.65	\$ 32.29	\$ 5,596.49	\$ 33.10	\$ 5,737.81	\$ 33.94	\$ 5,882.70	\$ 34.80	\$ 6,031.24	\$ 35.67	\$ 6,183.54	\$ 36.58	\$ 6,339.68	\$ 37.50	\$ 6,499.77	\$ 38.45	\$ 6,663.89	\$ 79,966.71
Community Enhancement Technician & Management Technician	\$ 31.43	\$ 5,447.81	\$ 32.22	\$ 5,585.37	\$ 33.04	\$ 5,726.41	\$ 33.87	\$ 5,871.01	\$ 34.73	\$ 6,019.26	\$ 35.60	\$ 6,171.25	\$ 36.50	\$ 6,327.08	\$ 37.42	\$ 6,486.85	\$ 38.37	\$ 6,650.65	\$ 79,807.80
Senior Animal Services Officer	\$ 34.24	\$ 5,934.19	\$ 35.10	\$ 6,084.03	\$ 35.99	\$ 6,237.66	\$ 36.90	\$ 6,395.17	\$ 37.83	\$ 6,556.66	\$ 38.78	\$ 6,722.22	\$ 39.76	\$ 6,891.97	\$ 40.77	\$ 7,066.00	\$ 41.79	\$ 7,244.42	\$ 86,933.07
Senior Building Permit Technician	\$ 32.34	\$ 5,604.96	\$ 33.15	\$ 5,746.49	\$ 33.99	\$ 5,891.60	\$ 34.85	\$ 6,040.37	\$ 35.73	\$ 6,192.89	\$ 36.63	\$ 6,349.27	\$ 37.56	\$ 6,509.60	\$ 38.50	\$ 6,673.97	\$ 39.48	\$ 6,842.50	\$ 82,110.01
Senior Civil Engineer	\$ 55.63	\$ 9,642.85	\$ 57.04	\$ 9,886.35	\$ 58.48	\$ 10,135.99	\$ 59.95	\$ 10,391.94	\$ 61.47	\$ 10,654.35	\$ 63.02	\$ 10,923.38	\$ 64.61	\$ 11,199.21	\$ 66.24	\$ 11,482.01	\$ 67.92	\$ 11,771.94	\$ 141,263.29
Senior Code Enforcement Officer	\$ 38.27	\$ 6,633.62	\$ 39.24	\$ 6,801.13	\$ 40.23	\$ 6,972.87	\$ 41.24	\$ 7,148.94	\$ 42.29	\$ 7,329.46	\$ 43.35	\$ 7,514.54	\$ 44.45	\$ 7,704.29	\$ 45.57	\$ 7,898.83	\$ 46.72	\$ 8,098.29	\$ 97,179.48
Senior Management Analyst, Senior Community Enhancement Analyst; Senior Executive Assistant to the City Manager, Senior Finance Analyst, Senior Public Works Analyst	\$ 48.03	\$ 8,324.52	\$ 49.24	\$ 8,534.73	\$ 50.48	\$ 8,750.24	\$ 51.76	\$ 8,971.20	\$ 53.06	\$ 9,197.73	\$ 54.40	\$ 9,429.98	\$ 55.78	\$ 9,668.10	\$ 57.19	\$ 9,912.24	\$ 58.63	\$ 10,162.53	\$ 121,950.38

Fiscal Year 2022/2023 (Effective 6/26/2022)

	Step A Hourly	Step A Monthly	Step A1 Hourly	Step A1 Monthly	Step B Hourly	Step B Monthly	Step B1 Hourly	Step B1 Monthly	Step C Hourly	Step C Monthly	Step C1 Hourly	Step C1 Monthly	Step D Hourly	Step D Monthly	Step D1 Hourly	Step D1 Monthly	Step E Hourly	Step E Monthly	Proposed Annual Salary
Senior Human Resources Analyst	\$ 49.50	\$ 8,580.82	\$ 50.75	\$ 8,797.50	\$ 52.04	\$ 9,019.65	\$ 53.35	\$ 9,247.41	\$ 54.70	\$ 9,480.91	\$ 56.08	\$ 9,720.32	\$ 57.49	\$ 9,965.77	\$ 58.95	\$ 10,217.42	\$ 60.44	\$ 10,475.42	\$ 125,705.04
Senior Information Technology Analyst	\$ 48.38	\$ 8,386.00	\$ 49.60	\$ 8,597.76	\$ 50.85	\$ 8,814.87	\$ 52.14	\$ 9,037.45	\$ 53.46	\$ 9,265.66	\$ 54.81	\$ 9,499.63	\$ 56.19	\$ 9,739.51	\$ 57.61	\$ 9,985.44	\$ 59.06	\$ 10,237.59	\$ 122,851.03
Senior Building Plans Examiner	\$ 40.72	\$ 7,058.00	\$ 41.75	\$ 7,236.23	\$ 42.80	\$ 7,418.95	\$ 43.88	\$ 7,606.29	\$ 44.99	\$ 7,798.36	\$ 46.13	\$ 7,995.28	\$ 47.29	\$ 8,197.17	\$ 48.49	\$ 8,404.16	\$ 49.71	\$ 8,616.37	\$ 103,396.46
Senior Planner, Senior Transportation Planner	\$ 47.48	\$ 8,229.19	\$ 48.67	\$ 8,436.16	\$ 49.89	\$ 8,648.31	\$ 51.15	\$ 8,865.76	\$ 52.43	\$ 9,088.65	\$ 53.75	\$ 9,317.11	\$ 55.10	\$ 9,551.28	\$ 56.49	\$ 9,791.31	\$ 57.91	\$ 10,037.33	\$ 120,448.00
Part Time Salary Schedule																			
Council Member (monthly stipend)																			\$ 500.00
College Intern	\$ 16.56	\$ -	\$ 16.97	\$ -	\$ 17.40	\$ -	\$ 17.83	\$ -	\$ 18.28	\$ -	\$ 18.74	\$ -	\$ 19.21	\$ -	\$ 19.69	\$ -	\$ 20.18	\$ -	\$ -
Customer Service Representative Intern	\$ 16.56	\$ -	\$ 16.97	\$ -	\$ 17.40	\$ -	\$ 17.83	\$ -	\$ 18.28	\$ -	\$ 18.74	\$ -	\$ 19.21	\$ -	\$ 19.69	\$ -	\$ 20.18	\$ -	\$ -
Engineering Intern	\$ 18.10	\$ -	\$ 18.55	\$ -	\$ 19.01	\$ -	\$ 19.49	\$ -	\$ 19.97	\$ -	\$ 20.47	\$ -	\$ 20.99	\$ -	\$ 21.51	\$ -	\$ 22.05	\$ -	\$ -
Facilities Attendant	\$ 16.56	\$ -	\$ 16.97	\$ -	\$ 17.40	\$ -	\$ 17.83	\$ -	\$ 18.28	\$ -	\$ 18.74	\$ -	\$ 19.21	\$ -	\$ 19.69	\$ -	\$ 20.18	\$ -	\$ -
Graduate Intern	\$ 18.89	\$ -	\$ 19.52	\$ -	\$ 20.01	\$ -	\$ 20.51	\$ -	\$ 21.02	\$ -	\$ 21.55	\$ -	\$ 22.09	\$ -	\$ 22.64	\$ -	\$ 23.20	\$ -	\$ -
Office Aide	\$ 14.51	\$ -	\$ 14.87	\$ -	\$ 15.25	\$ -	\$ 15.63	\$ -	\$ 16.02	\$ -	\$ 16.42	\$ -	\$ 16.83	\$ -	\$ 17.25	\$ -	\$ 17.68	\$ -	\$ -

MEMORANDUM



ITEM 12.1.

DATE: June 20, 2022
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **DISCUSSION AND APPROVAL OF COUNCIL MEMBER APPOINTMENTS TO REGIONAL BOARDS, COMMISSIONS, AND COMMITTEES**

RECOMMENDATION

Confirm commitments to serve on other agency boards, commissions, and committees.

RESULT OF RECOMMENDED ACTION

The City Council will continue to serve in leadership roles throughout the region. The City Clerk will notify each agency board, commission, or committees of any changes or reappointments and will help ensure that any necessary Fair Political Practices Commission (FPPC) filings are completed.

BACKGROUND

At the December 20, 2021 City Council meeting, the City Council adopted the 2022 City Council Appointments to Regional Boards, Commissions, and Committees, and requested that staff bring this item back to the City Council for further discussion and possible modification. At the January 18, 2022 City Council meeting, Council Members discussed the 2022 City Council Appointments to Regional Boards, Commissions, and Committees and during the meeting asked that the item be brought back to a future meeting for further discussion.

FISCAL IMPACT AND FUNDING SOURCE

There is no Fiscal Impact.

ATTACHMENT(S)

1. City Council Boards Commissions and Ad-hoc Committee Appointments 2022

City Council Appointments

Name	Meeting Schedule	2022
Sacramento Area Council of Governments (SACOG)/Capitol Valley Regional SAFE • Airport Land Use Commission	3rd Thursday of the month from 9:30 – 11:30 a.m.	Sander Alt: Budge
Sacramento Regional Transit District	2nd and 4th Monday of the month at 5:30 p.m.	Budge Alt: Sander
Sacramento Transportation Authority	2nd Thursday of the month at 1:30 p.m.	Terry Alt: Pulipati
Capital SouthEast Connector Joint Powers Authority	Last Friday of the month from 8:30–10:30 a.m.	Sander Alt: Budge
Sacramento Placerville Transportation Corridor Joint Powers	Quarterly February 7 and May 9 at 9:30 a.m.	Sander Alt: Budge
Sacramento Metropolitan Air Quality Management District	4th Thursday of the month at 9:00 a.m.	Terry Alt: Pulipati

City Council Appointments - Continued

Name	Meeting Schedule	2022
Sacramento Area Sewer District	2nd and 4th Wednesday of the month at 9:30 a.m.	Sander Alt: Gatewood
Regional San - Sacramento County Sanitation Districts Financing Authority - Sacramento Regional County Sanitation District	2nd and 4th Wednesday of the month at 9:30 a.m.	Sander Alt: Gatewood
Sacramento Metro Cable Television Commission	March, June, September, and December 1st Thursday at 2:30 p.m.	Gatewood Alt: Pulipati
Sacramento-Yolo Mosquito and Vector Control District	3rd Tuesday of the month at 10:00 a.m.	McGarvey Alt: Sander
South Sacramento Habitat Conservation Plan Advisory Board	Last Monday of every other month at 11:30 a.m.	Budge, Gatewood Alt: Terry, Pulipati

City Council Appointments - Continued

Name	Meeting Schedule	2022
Greater Sacramento Economic Council	Monthly	Appointee: Abhar Designee: Sander
Sacramento Local Agency Formation Commission	1st Wednesday of the month at 5:30 p.m.	Budge
Sacramento Public Library Authority Governing Board	4th Thursday of the month at 3:00 p.m.	Gatewood Alt: Budge
Lower American River Conservancy Program Advisory Committee	As Needed	Terry Alt: Gatewood
NLC Postsecondary Education Team	Monthly	Terry, Sander, Abhar
Folsom Lake College Philanthropy Council	Monthly	Pulipati, Abhar
City Selection Committee of Sacramento County	As Needed	Mayor
Sacramento County Criminal Justice Cabinet	Meetings Quarterly January/April/July/October	Appointee: Mayor Designee: Chief of Police

City Council Appointments - Continued

Name	Meeting Schedule	2022
Sacramento Homeless Policy Council	Active	Terry

City Council Ad-hoc Committee Appointments

Name	2022
Sacramento County (M/VM)	Terry, Budge, Abhar
Elk Grove Unified School District	Pulipati, Terry, Abhar
Folsom Unified School District	Sander, Terry, Abhar
Sacramento Unified School District	Sander, Gatewood, Abhar
Golden State Water	Gatewood, Budge, Abhar
Sac Metro Fire	Gatewood, Budge, Abhar
SMUD	Gatewood, Terry, Abhar
City of Rancho Cordova Asset Naming Committee	Budge, Sander, Abhar, Runner
City of Rancho Cordova Business Outreach and Assistance Efforts	Gatewood, Sander, Abhar, Runner
City of Rancho Cordova Investment Committee	Gatewood, Sander

MEMORANDUM



ITEM 12.2.

DATE: June 20, 2022
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION DECLARING CITY-OWNED PROPERTY AT ASSESOR'S PARCEL NUMBER (APN) 067-0430-037 ON ANATOLIA DRIVE AS SURPLUS LAND AND AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE SURPLUS LAND ACT PROCESS FOR SITE DISPOSITION**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would declare the City-owned property at APN 067-0430-037 to be surplus and authorize the City Manager to prepare and send all notices required by State law related to the declaration of the above-identified surplus property and follow the State Surplus Land Act process for negotiating disposition of the site.

BACKGROUND

The Surplus Lands Act (SLA) of California (Government Code Section 54221) requires that a City must declare property to be "surplus land" before the City can take any action (sale or lease) to dispose of the property. Surplus land is land deemed not necessary for a local agency's use, including that according to a local agency's plan, including but not limited to, utility sites or land used for conservation purposes that is not otherwise exempt under the SLA.

In the fall of 2019, Assembly Bill 1486 amended the SLA to address the current housing crisis by promoting the construction of affordable housing on surplus land. The amendment also connects affordable housing developers to local surplus land through a notification process and strengthens enforcement of the SLA by requiring reporting of surplus land inventory to the California Department of Housing and Community Development (HCD). The amended law became effective on January 1, 2020.

DISCUSSION

The City-owned property at 4381 Anatolia Drive, APN 067-0430-037, is a vacant approximately 2.8 acres site zoned RD-20 (medium density residential of 18-20 units per acre). This site was acquired by the City in August 2019 through a land exchange with the Sacramento Metropolitan

Fire District (Sac Metro Fire). The City exchanged a site in the Montelena subdivision, where Sac Metro Fire is now currently building a new fire station. The site is identified for moderate income housing in the City's 2021-2029 Housing Element Regional Housing Needs Assessment (RHNA) site inventory.

The City's site has received interest from several developers approaching the City with proposals to develop with affordable housing as a stand-alone site or in conjunction with the adjacent RD-20 parcels to the north and south. The City's site is uniquely constrained with no access to public roads, necessitating further negotiations with the adjacent landowner for access easements. Prior to any further conversations with the development community, staff recommends declaring the property as surplus and proceeding through the full notification process detailed in HCD's SLA Guidelines.

The notification process requires the City to send a written Notice of Availability of surplus land to HCD, other public agencies whose jurisdiction the surplus land is located, and prospective affordable housing developers that have notified HCD of their interest in surplus land that is in the county in which the surplus land is located, or all counties.

Noticed agencies and registered housing developers have 60 days from the date of notice to express interest in the property. If any registered housing developers notify the City of their interest in purchasing the property, the City must select at least one interested party and negotiate in good faith with that party for a minimum of 90 days.

The City is not required to sell the land to the interested party. If terms are not agreed upon between the interested party and the City within the 90-day period of good-faith negotiations, the City may negotiate with any other developers or interested parties for the disposition of surplus land outside of the SLA. If a property is disposed of outside the SLA and more than 10 residential units are developed on the property, not less than 15 percent (15%) of the residential units developed on the property must be sold or rented as affordable housing at 70% area median income for owner-occupied units or 60% area median income for rental units. This roughly equates to a home purchase price of \$275,000 or a monthly rent price of \$1,500.

The proposed declaration of surplus land does not authorize the sale or lease of the affected properties. Once the above process is complete, individual property transactions are required to come before the City Council for approval.

If an agency fails to provide the proper notices, there is a significant penalty that requires a local agency to forfeit 30 percent of the purchase/lease proceeds for the first violation and 50 percent for any subsequent violations.

ENVIRONMENTAL ANALYSIS

The proposed action will not cause a direct physical change in the environment, and therefore, does not constitute the approval of a project under the California Environmental Quality Act (CEQA) and is therefore exempt from CEQA.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact for this item.

ATTACHMENT(S)

1. Resolution

2. Site Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING THE CITY-OWNED PROPERTY AT APN 067-0430-037 ON ANATOLIA DRIVE AS SURPLUS LAND AND AUTHORIZING THE CITY MANAGER TO PROCEED WITH THE SURPLUS LAND ACT PROCESS FOR SITE DISPOSITION

WHEREAS, the Surplus Lands Act (SLA) requires that before a local agency takes any action to sell or lease its property, it must declare the property to be “surplus land”; and

WHEREAS, “surplus land” means land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular meeting declaring that such land is surplus and is not necessary for the agency’s use; and

WHEREAS, the agency must give written notice of its availability to any local public entity, including schools and park districts, within whose jurisdiction the property is located, as well as to housing sponsors that have notified the State Department of Housing and Community Development (HCD) of their interest in surplus property; and

WHEREAS, the City owns the 2.8-acre property located at 4381 Anatolia Drive, APN 067-0430-037 (Property); and

WHEREAS, the City Council finds that the City-owned Property is surplus land because it is not necessary for the local agency’s use, as described in Government Code Section 54221(c)(1); and

WHEREAS, the SLA requires that before the City Council disposes of the Property or engages in negotiations to dispose of the Property, the City shall send a written Notice of Availability of the property to certain designated entities.

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

1. Finds the above recitals are true and correct and are a substantive part of this Resolution.
2. Declares that the Property is surplus land and not necessary for the City's use, as described in Government Code Section 54221(c)(1).
3. Authorizes the City Manager, or his designee, to prepare and send all notices required by State law related to the declaration of the above-identified surplus property including, and without limitation, Notices of Availability of the surplus property as provided for by State law.
4. Authorizes the City Clerk to make minor changes herein to address clerical errors, so long as substantial conformance of the intent of this document is maintained. In doing so, the City Clerk shall consult with the City Manager and City Attorney concerning any changes deemed necessary.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th

ITEM 12.2.

ATTACHMENT 1

day of June 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Donald Terry, Mayor

Stacy Leitner, CMC
City Clerk

Site Map

Parcel 067-0430-037-0000

4381 Anatolia Drive

