

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, October 2, 2023

4:00 PM – Special Meeting/Closed Session

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

Join the Meeting Via Zoom Link:

<https://cityofranhocordova.zoom.us/j/83992959308?pwd=Ec4lEZyKjPv9zs9igJ0TXuXuUeg-Cg.dOMtsXUD1GzalbsG>

Join the Meeting via the Zoom Phone Number

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

Webinar ID: 839 9295 9308

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 written comments to CityClerk@cityofranhocordova.org no later than 2:00 p.m. on Monday, October 2, 2023. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 p.m. will be distributed to the Council.

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 before Monday, October 2, 2023, at 2:00 p.m.

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. ADJOURN TO CLOSED SESSION

Mayor Budge will adjourn the meeting to closed session.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

5. CLOSED SESSION

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

- 5.1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) (four cases).
- 5.2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) Cordova Recreation and Park District v. City of Rancho Cordova, Sacramento Superior Court Case No. 34-2021-80003705.

6. OPEN SESSION - REPORT FROM CLOSED SESSION

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

7. ADJOURN TO REGULAR MEETING

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

9. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

10. PLEDGE OF ALLEGIANCE

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

11. INVOCATION

Jennifer Laret with The Church of Jesus Christ of Latter-day Saints will give the invocation.

12. PRESENTATIONS

12.1. Rebuilding Together Sacramento 2022/23 Highlights.

12.2. New Employee Introductions: Rita Gass, Chief Technology & Innovation Officer by Micah Runner, City Manager and Narayan Bhattarai, Management Analyst I by Dalia Fadl, Principal Civil Engineer.

13. 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.

14. COUNCIL REPORTS

15. CITY MANAGER'S REPORT

16. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

16.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of September 18, 2023 and the Special Meeting of September 26, 2023.

Recommendation: Adopt the minutes.

16.2. **Subject:** A Resolution Approving the Final Map of The Ranch Phase 2-Village 15-1, 19, 20, 21-1, Subdivision No. FM-2021-002-011 and Authorizing the City Manager to Execute Subdivision Improvement Agreement Contract No. 2023-125 with K. Hovnanian at Jaeger Ranch, LLC

Recommendation: Adopt the Resolution.

16.3. **Subject:** A Resolution Approving the Final Map of The Ranch Village 2 And 7, Subdivision No. FM-2021-002-012 and Authorizing the City Manager to Execute Subdivision Improvement Agreement Contract No. 2023-122 with K. Hovnanian at Jaeger Ranch, LLC.

Recommendation: Adopt the Resolution.

- 16.4. **Subject:** A Resolution Authorizing the Public Works Director to Execute Agreements with the California Department of Transportation for the Fiscal Year 2023-24 Sustainable Transportation Planning Grant Program for the Rancho Cordova Active Transportation Plan.
Recommendation: Adopt the Resolution.
- 16.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2023-217 in an Amount Not to Exceed \$370,410.00 with Nor-Cal Concrete, Inc. to Construct the 2023 ADA Sidewalk Improvement Project at Various Locations in the City.
Recommendation: Adopt the Resolution.
- 16.6. **Subject:** A Resolution Approving the Annexation of The Ranch (Active Adult) into the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services).
Recommendation: Adopt the Resolution.
- 16.7. **Subject:** A Resolution Approving the Annexation of the Ranch Active Adult Project to the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting, and Landscape Maintenance).
Recommendation: Adopt the Resolution.
- 16.8. **Subject:** A Resolution Approving the Boundary Map for the Ranch Active Adult Project Annexation to the City of Rancho Cordova Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens).
Recommendation: Adopt the Resolution.
- 16.9. **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 Ranch Active Adult Project.
Recommendation: Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Ranch Active Adult project.
- 16.10. **Subject:** A Resolution Authorizing the City Manager to Execute a Contract with Proud Audio Visual for Audio Visual System Upgrades to the City Council Chambers and City Conference Rooms for an Amount Not to Exceed \$169,788.
Recommendation: Adopt the Resolution.

17. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

18. PUBLIC HEARING ITEMS - 6:30 PM

- 18.1. **Subject:** Second Reading of an Ordinance Providing for the Election of Council Members by Five Districts and Establishing the Boundaries and Election Order of Each District.
Recommendation: 1. Open the public hearing, receive public comments, close the public hearing.
2. Waive the second reading and introduce the Ordinance establishing five districts for election of five City Council Members, which would continue the practice of the City Council annually appointing a member of the City Council to serve for one year as Mayor of the City and amending and adding new sections to Chapter 2.42 Elections of the Rancho Cordova Municipal Code to provide for City Council Election Districts.

19. REGULAR CALENDAR ITEMS

- 19.1. **Subject:** Presentation of the 2023 Resident Satisfaction Survey Results
Recommendation: Receive presentation of the results from the 2023 Resident Satisfaction Survey.
- 19.2. **Subject:** Presentation Regarding the City's Intention to Increase the Annual Stormwater Utility 1 Fee for the Maintenance of Storm Drainage and Flood Protection System
Recommendation: Direct staff to bring a Resolution to the October 16, 2023, City Council meeting to designate a time and place for hearing protests in connection with the proposed SWU1 Fee increase (December 4, 2023) and authorize the City Clerk's office to give notice of the above-described protest hearing.
- 19.3. **Subject:** Presentation of the Draft Letter to the Folsom Cordova Unified School District Board of Education Regarding the Timeline of the Future Middle/High School in Rio Del Oro
Recommendation: Discuss the draft letter and provide direction to staff on any edits requested or desire to appoint a subcommittee to edit or draft a letter prior to the planned FCUSD Board Study Session.
- 19.4. **Subject:** Economic Development Department Program Update
Recommendation: Receive the Community Enhancement & Investment Fund and Workforce Development Update from the Economic Development Department.

20. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

21. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS

October 16, 2023	5:30 PM Regular Meeting
October 24, 2023	5:30 PM Special Meeting/Work Session
November 6, 2023	4:00 PM Special Meeting/Regular Meeting
November 20, 2023	5:30 PM Regular Meeting
November 28, 2023	5:30 PM Special Meeting/Work Session

December 4, 2023	4:00 PM Special Meeting/Regular Meeting
December 12, 2023	5:30 PM Special Meeting/Work Session
December 18, 2023	5:30 PM Regular Meeting

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the October 2, 2023 Regular Meeting of the Rancho Cordova City Council was posted and available for review on September 29, 2023 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed September 29, 2023 Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Monday, September 18, 2023

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

211 Meyer Avenue
Hamel IL, 62046

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Budge called the Regular meeting to order in the David B. Roberts Council Chambers at 5:38 p.m.

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

Council Members Absent: None

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Conrad Mayer led the pledge.

4. INVOCATION

Jennifer Laret with The Church of Jesus Christ of Latter-day Saints gave the invocation.

5. PRESENTATIONS

- 5.1. Sacramento County Project Update on the Hazel Avenue/U.S. 50 Interchange Project

ITEM 16.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 18, 2023

- 5.2. New Employee Introductions: Taylor Muldrow, Customer Services Representative II by Stacy Leitner, City Clerk, Brooke Lindquist, Permit Technician I by Jeremiah Zillig, Building Official, and Michaela Paul, Animal Services Officer by Russ Ducharme, Neighborhood Services Manager.

6. PUBLIC COMMENT

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

1. James Garcia
2. Jenny Bui
3. Bhasker Vempati
4. Wendi Weston
5. Helen Whelan-Bashaw
6. Brenda Gustin
7. Lupe Hernandez
8. Daniel Stephens
9. James Garcia

Mayor Budge closed the public comment period.

7. COUNCIL REPORTS

There were no Council reports.

8. CITY MANAGER'S REPORT

There was no City Manager report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve items 9.1 through 9.7 by Gatewood second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Gatewood, Pulipati, Sander, and Budge

NOES: None

ABSENT: Terry

ABSTAIN: None

- 9.2. **Subject:** A Resolution Authorizing the City Manager to Approve the Addition of Cesar Chavez Day and Juneteenth as Holidays Beginning in 2024

Recommendation: Adopt the Resolution.

- 9.3. **Subject:** A Resolution Approving the Final Map of the Ranch Village 13, Subdivision No. FM-2021-002-09, and Authorizing the City Manager to Execute Subdivision Improvement Agreement Contract No. 2023-124 with K. Hovnanian At Jaeger Ranch, LLC.

Recommendation: Adopt the Resolution.

- 9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 58-2019-3 with Coastline Water Resources, Inc. to Increase the Contract Amount from \$2,335,000 to an Amount not to Exceed \$3,285,000 for Storm Response Services Funded by a FEMA Grant.

ITEM 16.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 18, 2023

Recommendation: Adopt the Resolution.

- 9.5. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-337-2 with R.E.Y. Engineers, Inc. will Extend the Contract Term from June 24, 2024, to December 31, 2026 and Increase the Contract Amount from \$707,182 to an Amount not to Exceed of \$945,026 for the Countryside Neighborhood Street Rehabilitation Project.

Recommendation: Adopt the Resolution.

- 9.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2022-212-1 with Rebuilding Together Sacramento will Extend the Contract Term from October 31, 2024, to June 30, 2025 and Increase the Contract Amount from \$300,000 to an Amount not to Exceed \$650,000 for Funding the Rebuilding Together Sacramento Critical Repair Program.

Recommendation: Adopt the Resolution.

- 9.7. **Subject:** A Resolution Authorizing the Public Works Director to Submit and Execute Applications and Documents for CalRecycle Grants.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

ACTION: Motion to pull item 10.1 for separate discussion by Gatewood second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Gatewood, Pulipati, Sander, and Budge

NOES: None

ABSENT: Terry

ABSTAIN: None

- 10.1. **Subject:** Resolutions Approving the Rancho Cordova Climate Action and Adaptation Plan Initial Study/Negative Declaration and Final Draft Climate Action and Adaptation Plan.

Recommendation: 1. Adopt the Resolution approving a California Environmental Quality Act (CEQA) Negative Declaration for the Rancho Cordova Climate Action and Adaptation Plan.

2. Adopt the Resolution approving the Rancho Cordova Climate Action and Adaptation Plan.

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

1. Helen Whelan-Bashaw
2. Brenda Gustin
3. David Militzer
4. Oscar Balaguer
5. Oscar Balaguer
6. Lisa Phenix
7. Stephen Green

Mayor Budge closed the public comment period.

ACTION: Motion to approve item 10.1. by Budge second by Gatewood;

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 18, 2023

ATTACHMENT 1

Motion passed with a 4:0 vote.

AYES: Gatewood, Pulipati, Sander, and Budge

NOES: None

ABSENT: Terry

ABSTAIN: None

11. PUBLIC HEARING ITEMS - 6:30 PM

- 11.1. **Subject:** Public Hearing on Draft Boundary Maps of Council Districts and First Reading of an Ordinance Providing for the Election of Council Members by Five Districts and Establishing the Boundaries and Election Order of Each District.

Recommendation: 1. Open the public hearing, receive public comments, close the public hearing, provide feedback to the demographic consultant and staff regarding the draft Council District boundary maps.

2. Vote to designate a preferred map, designate the sequence and preferred election years for each district to be included in the proposed Ordinance.

3. Waive the first reading and introduce the proposed Ordinance, as revised by the Council direction in Step 2 above, establishing five districts for election of five City Council Members, which would continue the practice of the City Council annually appointing a member of the City Council to serve for one year as Mayor of the City and amending and adding new sections to Chapter 2.42 Elections of the Rancho Cordova Municipal Code to provide for City Council Election Districts.

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

1. Conrad Mayer
2. Fayzah Mughal
3. Ray Savorn
4. Greg Muilenburg
5. Madeline Sanderson
6. Jennifer Laret
7. Scott Rafferty
8. Lupe Hernandez
9. Diana Burdick
10. Helen Whelan-Bashaw
11. James Garcia
12. Angel Ball
13. Jennifer Garcia
14. Rajanraju Vadapalli
15. Lisa LeGare
16. Alan Vosper
17. Scott Rafferty
18. Fayzah Mughal
19. James Garcia
20. Shauna Mandell
21. Anil Reddy
22. Srinadha Babu
23. Chandra Sekhar Tematam
24. Crystal James
25. Indira Ganesula

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 18, 2023

ATTACHMENT 1

- 26. Ravi Bade
- 27. Prabhakara Patakota
- 28. Vijay Bhupathi
- 29. Venkat Reddy
- 30. Sureash Tammana
- 31. Venkata Kallam

Mayor Budge closed the public comment period.

ACTION: Motion to select map 516C as the preferred map for City Council Districts which shows five districts and to continue the practice of selecting a Council Appointed Mayor to serve for one year by Terry second by Gatewood;
Motion passed with a 5:0 vote.

ACTION: Motion to select the following election sequence: members of the Rancho Cordova City Council from Council Districts 1, 3, and 4 shall be elected on a by district basis as that term is defined in California Government Code Section 34871(a), beginning with the General Municipal Election in November 2024 and every four years thereafter, as such Council Districts may be amended from time to time pursuant to applicable law and members of the Rancho Cordova City Council from Council Districts 2 and 5 shall be elected on a by district basis as that term is defined in California Government Code Section 34871(a), beginning with the General Municipal Election in November 2026 and every four years thereafter, as such Council Districts may be amended from time to time pursuant to applicable law by Terry second by Gatewood;
Motion passed with a 5:0 vote.

ACTION: Motion to waive the first reading and introduce the Ordinance as revised by the Council direction by the actions taken in the above motions by Sander second by Terry;
Motion passed with a 5:0 vote.

Council Member Terry left the meeting at 8:27 p.m.

BREAK 8:27 p.m. - 8:42 p.m.

- 11.2. **Subject:** Resolutions Related to the Annexation of Stonecreek Industrial Project to the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance)

Recommendation: Adopt the Resolutions.

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

ACTION: Motion to adopt the Resolution calling the special property owner election in item 11.2. by Pulipati second by Gatewood;
Motion passed with a 4:0 vote

AYES: Gatewood, Pulipati, Sander, and Budge

NOES: None

ABSENT: Terry

ABSTAIN: None

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 18, 2023

ATTACHMENT 1

The City Clerk announced the result of the property owner vote.

ACTION: Motion to adopt the Resolution declaring the results of the special election and directing the recording of the notice of special tax lien under Community Facilities District No. 2014-2 by Gatewood second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Gatewood, Pulipati, Sander, and Budge

NOES: None

ABSENT: Terry

ABSTAIN: None

ACTION: Motion to adopt the Resolution directing the recording of the Notice of Cessation of the Special Tax Under Community Facilities District No. 2008-1 by Gatewood second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Gatewood, Pulipati, Sander, and Budge

NOES: None

ABSENT: Terry

ABSTAIN: None

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** Appointment of Real Property Negotiators: Micah Runner, City Manager and Adam U. Lindgren, City Attorney. Assessor's Parcel Number's (APN's): 072-2360-028-0000, 072-2360-029-0000, and 072-2360-030-0000.

Recommendation: Appoint Real Property Negotiators.

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

1. James Garcia
2. Greg Muilenburg
3. Helen Whelan-Bashaw
4. Alan Vosper
5. Marylin Metzger
6. Greg Muilenburg

Mayor Budge closed the public comment period.

ACTION: Motion to approve item 12.1. by Sander second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Gatewood, Pulipati, Sander, and Budge

NOES: None

ABSENT: Terry

ABSTAIN: None

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Data Driven Governance in Rancho Cordova
2. Letter to Folsom Cordova Unified School District for a joint middle school/high school in Rancho Cordova

ITEM 16.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, September 18, 2023

14. ADJOURN TO CLOSED SESSION

Mayor Budge adjourned the meeting to closed session at 9:26 p.m.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called closed session to order at 9:36 p.m.

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

Council Members Absent: Donald Terry

Staff Members Present: Adam Lindgren and Micah Runner

16. CLOSED SESSION

Council met in closed session to discuss the following item:

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

1. Marylin Metzger
2. James Garcia
3. Greg Muilenburg
4. Alan Vosper

Mayor Budge closed the public comment period.

- 16.1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Property: Assessor's Parcel Number (APN):072-2360-028-0000, 072-2360-029-0000, and 072-2360-030-0000 City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney, Negotiating Parties: Capital Jackson Partners. Under Negotiation: Price and terms of payment.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

City Manager Micah Runner reported that staff was given direction to bring the closed session item back as a noticed public hearing item back to a future Council meeting.

18. ADJOURNMENT

Mayor Budge adjourned the meeting in memory of Mark Stasyuk and in honor of the 76th anniversary of the United States Air Force at 9:55 p.m.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Tuesday, September 26, 2023

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

AC Hotel Washington DC Convention Center - Room 2210
601 K Street NW, Washington DC, 20001

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

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

Council Members Absent: Garrett Gatewood

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

2. PUBLIC COMMENT

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

1. Helen Whelan-Bashaw
2. James Garcia

Mayor Budge closed the public comment period.

3. ADJOURN TO CLOSED SESSION

Mayor Budge adjourned the meeting to closed session at 5:43 p.m.

ITEM 16.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Tuesday, September 26, 2023

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called closed session to order at 5:45 p.m.

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

Council Members Absent: Garrett Gatewood

Staff Members Present: Adam Lindgren and Micah Runner

5. CLOSED SESSION

Council met in closed session to discuss the following items:

- 5.1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) (three cases).
- 5.2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) Stone Creek Residents for Smart Growth, an unincorporated association v. City of Rancho Cordova, Respondent; Dermody Properties, and DOES 1-10 Real Parties in Interest. Sacramento Superior Court Case No. 23WM000026.
- 5.3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (pursuant to California Government Code Section 54956.9(d)(1)) Stone Creek Residents for Smart Growth, an unincorporated association v. City of Rancho Cordova, and DOES 1-10 Respondent; Dermody Properties, and DOES 11-20 Real Parties in Interest. Sacramento Superior Court Case No. 23WM000052.

6. OPEN SESSION - REPORT FROM CLOSED SESSION

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

7. ADJOURNMENT

Mayor Budge adjourned the meeting at 7:12 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 16.2.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF THE RANCH PHASE 2-VILLAGE 15-1, 19, 20, 21-1, SUBDIVISION NO. FM-2021-002-011 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2023-125 WITH K. HOVNANIAN AT JAEGER RANCH, LLC**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Final Map of The Ranch Phase 2 – Village 15-1, 19, 20, 21-1, Subdivision No. FM-2021-002-011 and authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2023-125 with K. Hovnanian at Jaeger Ranch, LLC.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Large Lot Tentative Map on January 6, 2020, per Resolution No. 5-2020. A Development Agreement was entered on February 21, 2020, and recorded on May 1, 2021, in the Official Records of Sacramento County in Book 20200501, Page 0617. A copy of the final map, Attachment 3, and a copy of the vicinity map, Attachment 4, are included with this report.

Roads are offered for dedication with this subdivision. K. Hovnanian at Jaeger Ranch, LLC has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl and Associates, dated September 26, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2022/2023 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City.

ATTACHMENT(S)

1. Resolution
2. The Ranch Contract 2023-125
3. The Ranch Final Map
4. The Ranch Vicinity Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE RANCH PHASE 2-VILLAGE 15-1, 19, 20, 21-1, SUBDIVISION NO. FM-2021-002-11, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2023-125 WITH K. HOVNANIAN AT JAEGER RANCH, LLC

WHEREAS, the City Council approved the Large Lot Tentative Map on January 6, 2020, per Resolution No. 5-2020; and

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Ranch Phase 2-Village 15-1, 19, 20, 21-1 Subdivision No. FM-2021-002-011 and does authorize the City Manager to execute Subdivision Improvement Agreement 2023-125 with K. Hovnanian at Jaeger Ranch, LLC, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT**THE RANCH PHASE 2 - VILLAGE 15, 19, 20, 21
SUBDIVISION NO. FM-2021-002-11**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **K. Hovnanian at Jaeger Ranch, LLC**. (hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **The Ranch Phase 2 – Village 15, 19, 20, 21, FM-2021-002-011** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

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

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

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

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

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

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

10. **Extension of Completion Date.** If the construction of the work or improvement

should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

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

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$9,822,814.72**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the

requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

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

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

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

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

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

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

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

reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

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

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

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

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

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

SIGNATURE PAGE FOLLOWING

ITEM 16.2.

**ATTACHMENT 2
CONTRACT NO. 2023-125**

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

K. Hovnanian at Jaeger Ranch, LLC.
a California Limited Liability Company

Micah Runner, City Manager

Tim Collison, Controller

Date: _____

Date: _____

ATTEST:

Stacy Leitner, CMC, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF THE RANCH VILLAGES 2 AND 7.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES, THE PUBLIC ROADS DESIGNATED HEREON AS ALAMOSA DRIVE, PASSERINE COURT, VERDIN CIRCLE, CHRYSANTHY BOULEVARD, AND WHEAT RIDGE DRIVE, AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS A AND B, AND THOSE STRIPS OF LAND 10.00 FEET IN WIDTH AND 12.50 FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC STREETS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
- EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS LOTS A AND B, SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE). SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS.
- RIGHT OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A AND B, SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE).
- AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC STREETS SHOWN HEREON.

K. HOVNANIAN AT JAEGER RANCH, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

BENEFICIARY'S STATEMENT

WILMINGTON TRUST, NATIONAL ASSOCIATION AS BENEFICIARY UNDER DEED OF TRUST RECORDED MARCH 12, 2020, AS DOCUMENT NO. 202003120392, SACRAMENTO COUNTY RECORDS.

BY: _____

NAME: _____

TITLE: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (HOV) CA 1 L.P., IN SEPTEMBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER, AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 31, 2025 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

DENNIS L. BARBER
P.L.S. 8067

DATE _____



NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ }
COUNTY OF _____ } SS

ON _____ DAY OF _____, 2023 BEFORE ME, _____
_____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED _____

_____ WHO PROVED TO ME ON THE
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ }
COUNTY OF _____ } SS

ON _____ DAY OF _____, 2023 BEFORE ME, _____
_____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED _____

_____ WHO PROVED TO ME ON THE
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON, AND DO HEREBY CERTIFY THE ABANDONMENTS LISTED HEREON.

BY: _____ DATED: _____
CITY CLERK, CITY OF RANCHO CORDOVA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE RANCH VILLAGES 2 AND 7, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

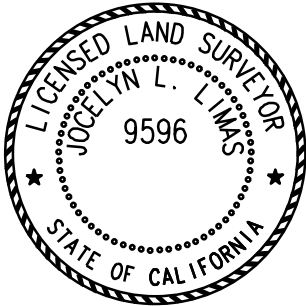
CITY ENGINEER, ALBERT STRICKER, R.C.E. 64057

DATED: _____



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF THE RANCH VILLAGES 2 AND 7 IS TECHNICALLY CORRECT.



JOCELYN L. LIMAS
PLS 9596

DATE

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2023, AT _____ M. IN
BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS,
INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER
CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED COUNTY RECORDER DOCUMENT NO.: _____
COUNTY OF SACRAMENTO

BY: _____ FEE: \$ _____
DEPUTY RECORDER

FINAL MAP OF
THE RANCH
VILLAGES 2 AND 7
SUBDIVISION NO. FM-2021-002-12

BEING ALL OF LOT 12 AND A PORTION OF LOTS 13 AND 14
OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH
FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

SEPTEMBER 2023



Sheet 1 of 5

BOUNDARY SHEET

NOTES

1.

ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2.

ALL DISTANCES SHOWN HEREON ARE GROUND BASED AND ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3.

DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4.

TOTAL AREA FOR THIS SUBDIVISION OF "THE RANCH VILLAGES 2 AND 7" IS 14.91± ACRES, CONSISTING OF 77 RESIDENTIAL LOTS, 2 LANDSCAPE LOTS, 1 OPEN SPACE BUFFER AREA AND 1 PRIVATE WELL SITE
5.

5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6.

NOTICE IS HEREBY GIVEN THAT THE KIEFER LANDFILL IS LOCATED APPROXIMATELY 2 MILES SOUTHEASTERLY OF THIS SUBDIVISION.
7.

LOTS A AND B ARE FOR LANDSCAPING, PEDESTRIAN AND PUBLIC UTILITY EASEMENT PURPOSES AND SHALL BE GRANTED IN FEE TO THE CITY OF RANCHO CORDOVA.
8.

LOT C IS FOR OPEN SPACE BUFFER AREA AND SHALL BE GRANTED IN FEE TO THE CITY OF RANCHO CORDOVA.
9.

LOT D IS FOR PRIVATE WELL SITE PURPOSES.
10.

RADIAL BEARING WAS SHOWN INCORRECT ON LARGE LOT FINAL MAP AND IS SHOWN CORRECT HEREON.
11.

A SOILS REPORT DATED SEPTEMBER 26, 2019, WAS PREPARED FOR THIS SUBDIVISION BY WALLACE KUHL & ASSOCIATES. A COPY OF THIS REPORT ENTITLED "GEOTECHNICAL ENGINEERING REPORT, THE RANCH - RESIDENTIAL DEVELOPMENT, RANCHO CORDOVA, CALIFORNIA, WKA NO. 11103.03", IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTOR.
12.

ALL LOTS BEING CREATED BY THIS MAP INCLUDE FEE TITLE TO THE CENTERLINE OF THE COURT, DRIVES, BOULEVARD AND CIRCLE SHOWN HEREON, EXCEPT WHERE THE PUBLIC ROAD EASEMENT LINE IS ALSO THE COMMON LINE OF THE SUBDIVISION BOUNDARY, THEN THE FEE TITLE IS TO THE SUBDIVISION BOUNDARY.
13.

PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY (IOD) AND PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY ABANDONED:
- 13.1.

ALL OF THAT 42' IOD AND THAT 74' IOD DEPICTED AND OFFERED FOR DEDICATION ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.
- 13.2.

ALL OF THAT 10' PUE AND THAT 12.5' PUE DEPICTED AND OFFERED FOR DEDICATION ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.
- 13.3.

ALL OF THAT PUE DESCRIBED AND OFFERED FOR DEDICATION IN THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NO. 202304210318, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF CHRYSANTHY WAY AS SHOWN ON THE "FINAL MAP OF THE RANCH VILLAGE 10" FILED FOR RECORD IN BOOK 449 OF MAPS, AT PAGE 5, SACRAMENTO COUNTY RECORDS. THE BEARING OF SAID CENTERLINE IS TAKEN TO BE NORTH 49°21'07"WEST. DISTANCES SHOWN HEREON ARE GROUND BASED.

LEGEND

- DIMENSION POINT
- ⊙

SET 3/4" IRON PIPE WITH CAP STAMPED "LS 8067"
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "LS 8067"
- ℄

CENTERLINE
- 6

SHEET NUMBER REFERENCE
- BM

BOOK OF MAPS
- IOD

IRREVOCABLE OFFER OF DEDICATION
- L=

ARC LENGTH
- (OA)

OVERALL
- PUE

PUBLIC UTILITY EASEMENT
- (R)

RADIAL BEARING
- SCR

SACRAMENTO COUNTY RECORDS
- SF

SQUARE FEET
- LE

LANDSCAPE EASEMENT
- PE

PEDESTRIAN EASEMENT
- SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT

REFERENCES:

- (1)

429

BM

8

-

LARGE LOT MAP OF THE RANCH
- (2)

449

BM

5

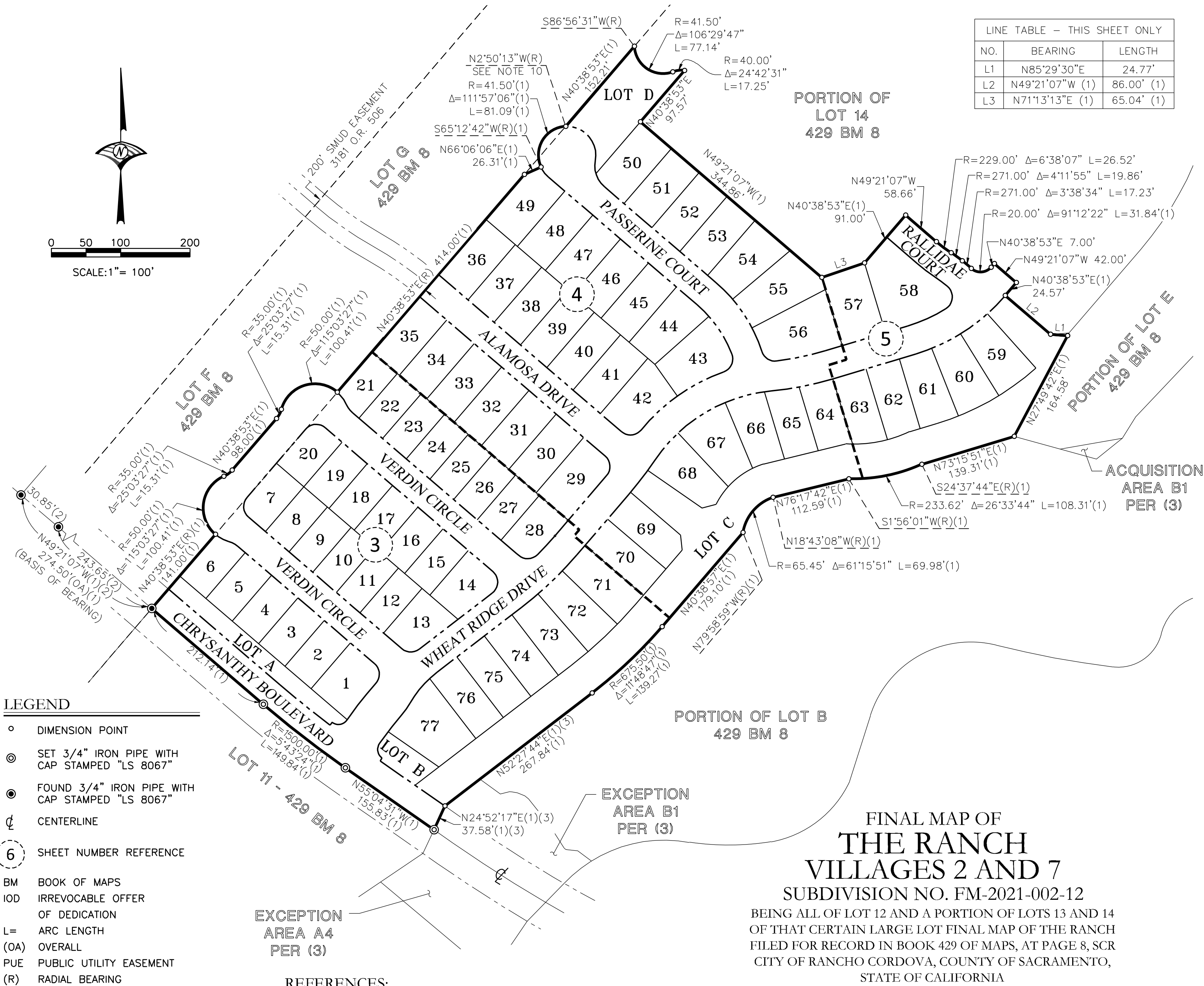
-

FINAL MAP OF THE RANCH VILLAGE 10
- (3)

DOC#202212300695

-

WETLAND PRESERVE GRANT DEED



FINAL MAP OF
THE RANCH
VILLAGES 2 AND 7
SUBDIVISION NO. FM-2021-002-12
BEING ALL OF LOT 12 AND A PORTION OF LOTS 13 AND 14
OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH
FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA



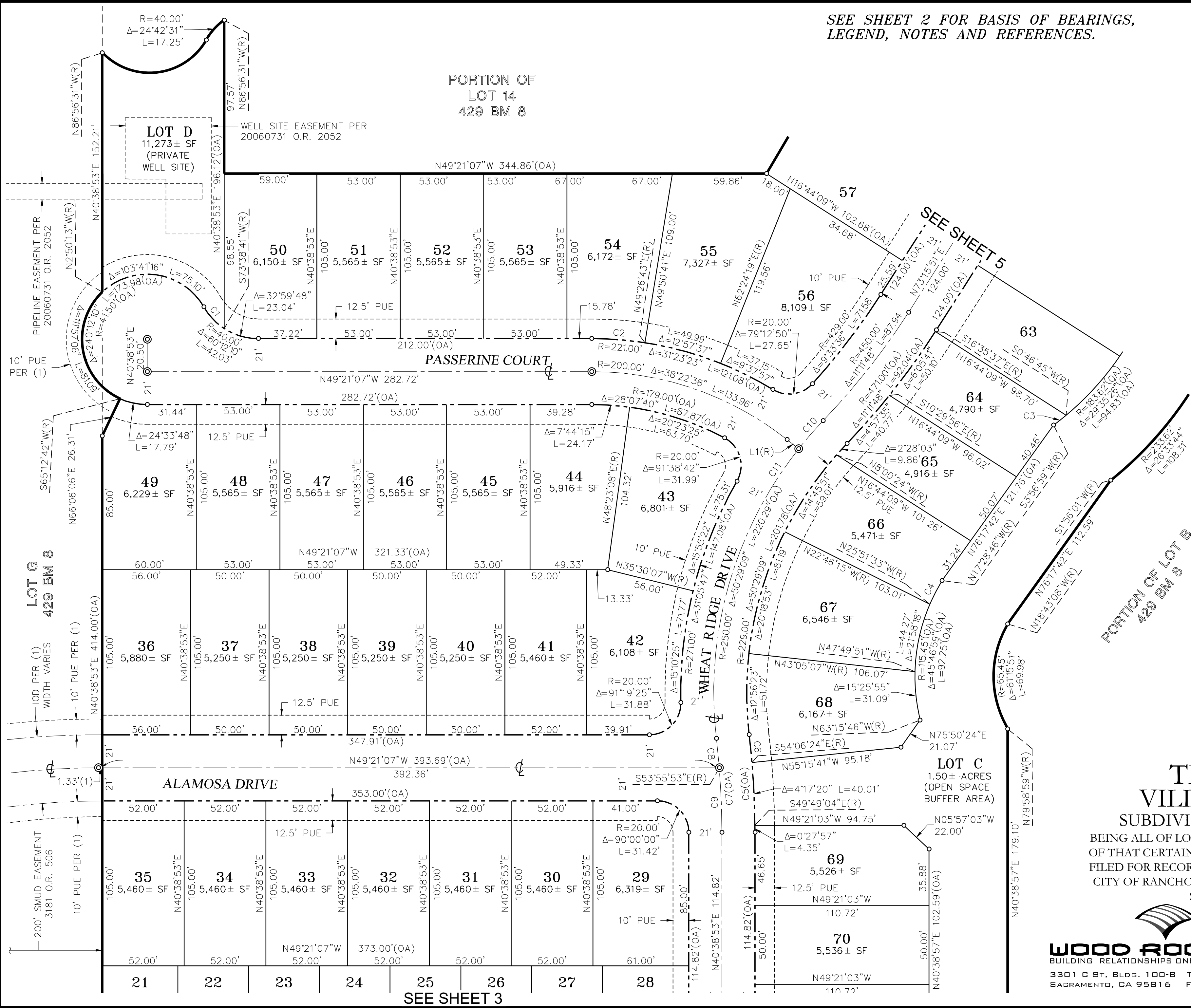
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2023

Sheet 2 of 5

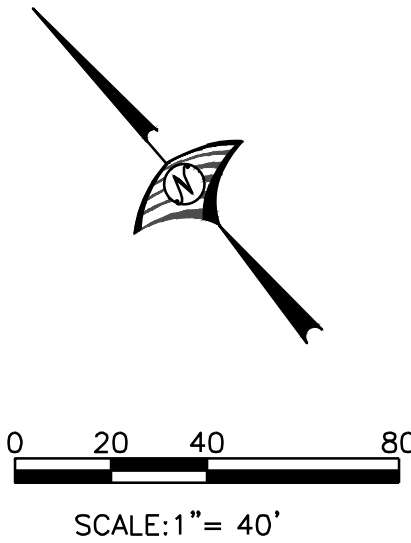
1296.006





CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	40.00'	27°12'22"	18.99'
C2	221.00'	8°47'50"	33.93'
C3	183.62'	3°10'14"	10.16'
C4	115.45'	8°22'47"	16.88'
C5	534.50'	6°40'23"	62.25'
C6	534.50'	1°55'06"	17.90'
C7	513.50'	6°40'23"	59.81'
C8	513.50'	2°05'37"	18.76'
C9	513.50'	4°34'47"	41.04'
C10	250.00'	5°26'08"	23.72'
C11	250.00'	45°03'01"	196.57'

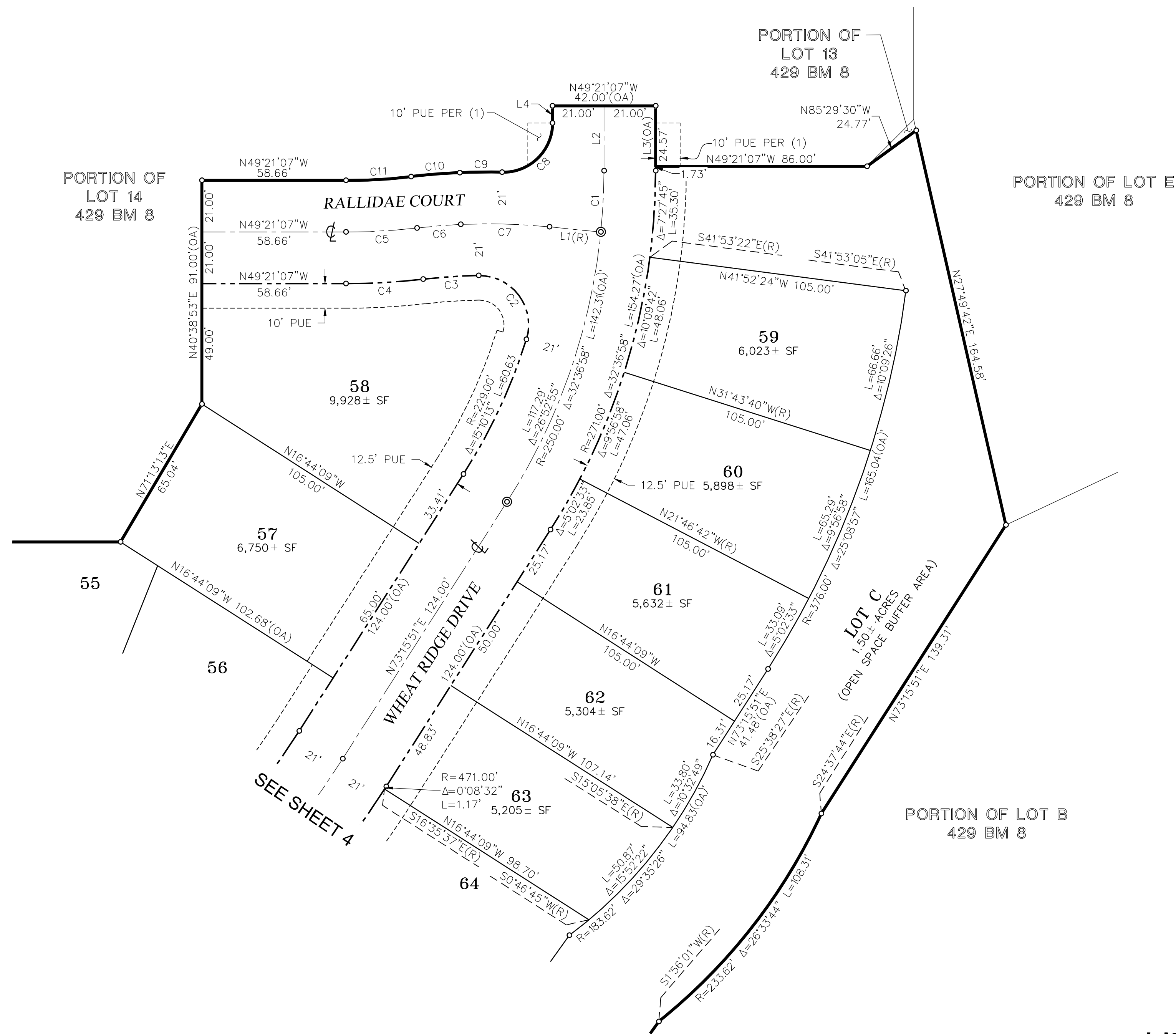
LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N10°58'29"W(R)	9.43'



FINAL MAP OF
THE RANCH
VILLAGES 2 AND 7
SUBDIVISION NO. FM-2021-002-12
BEING ALL OF LOT 12 AND A PORTION OF LOTS 13 AND 14
OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH
FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

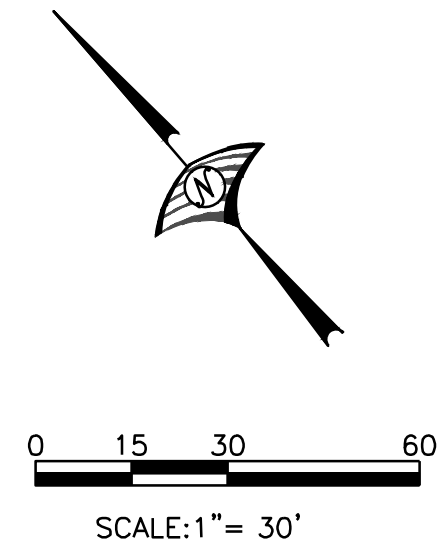
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2023
Sheet 4 of 5
1296.006



CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	250.00'	5°44'03"	25.02'
C2	20.00'	108°24'08"	37.84'
C3	229.00'	5°40'44"	22.70'
C4	271.00'	6°38'07"	31.38'
C5	250.00'	6°38'07"	28.95'
C6	250.00'	4°04'28"	17.78'
C7	250.00'	8°17'43"	36.20'
C8	20.00'	91°12'22"	31.84'
C9	271.00'	3°38'34"	17.23'
C10	271.00'	4°11'55"	19.86'
C11	229.00'	6°38'07"	26.52'

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N43°37'03"W	21.00'
L2	N40°38'53"E	26.31'
L3	N40°38'53"E	26.31'
L4	N40°38'53"E	7.00'



FINAL MAP OF
THE RANCH
VILLAGES 2 AND 7
SUBDIVISION NO. FM-2021-002-

BEING ALL OF LOT 12 AND A PORTION OF LOTS 13 AND 14
OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH
FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

SEPTEMBER 2023

Sheet 5 of 5

1296.006

SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

ITEM 16.2.

ATTACHMENT 4

VICINITY MAP OF THE RANCH VILLAGE 15, 19, 20, 21 SUBDIVISION NO FM-2021-002-11

COAL CREEK WAY

ALAMOSA DR

CHATUM CT

CROSSROADS WAY

WHEAT RIDGE

CHRYSANTHY BLVD

AMERICANOS BLVD

SURFBIRD WAY

HAWKFINCH CR

ROSEFINCH WAY

LOCATION MAP

DOUGLAS RD

DETAIL
AREA

GRANT LINE RD

SUNRISE BLVD

KIEFER BLVD

N

0 300 600

Feet

Aerial Photo Date: March 2022

MEMORANDUM



ITEM 16.3.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF THE RANCH VILLAGE 2 AND 7, SUBDIVISION NO. FM-2021-002-012 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2023-122 WITH K. HOVNANIAN AT JAEGER RANCH, LLC**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution would approve the Final Map of The Ranch Village 2 and 7, Subdivision No. FM-2021-002-012 and authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2023-122 with K. Hovnanian at Jaeger Ranch, LLC.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Large Lot Tentative Map on January 6, 2020, per Resolution No. 5-2020. A Development Agreement was entered on February 21, 2020, and recorded on May 1, 2021, in the Official Records of Sacramento County in Book 20200501, Page 0617. A copy of the Final Map, Attachment 3, and a copy of the Vicinity Map, Attachment 4, are included with this report.

Roads are offered for dedication with this subdivision. K. Hovnanian at Jaeger Ranch, LLC. has provided a performance and labor and material bond guaranteeing the construction of the public improvements. Wood Rodgers Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl and Associates, dated September 26, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2022/2023 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

ATTACHMENT(S)

1. Resolution
2. The Ranch Village 2 & 7 Contract
3. The Ranch Village 2 & 7 Final Map
4. The Ranch Village 2 & 7 Vicinity Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE RANCH VILLAGE 2 AND 7, SUBDIVISION NO. FM-2021-002-012, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2023-122 WITH K. HOVNANIAN AT JAEGER RANCH, LLC

WHEREAS, the City Council approved the Large Lot Tentative Map on January 6, 2020, per Resolution No. 5-2020; and

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Ranch Village 2 and 7 Subdivision No. FM-2021-002-012 and does authorize the City Manager to execute Subdivision Improvement Agreement 2023-122 with K. Hovnanian at Jaeger Ranch, LLC, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT**THE RANCH VILLAGE 2 AND 7
SUBDIVISION NO. FM-2021-002-012**

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and **K. Hovnanian at Jaeger Ranch, LLC**. (hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **The Ranch Village 2 and 7, FM-2021-002-012** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

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

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

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

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

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

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

10. **Extension of Completion Date.** If the construction of the work or improvement

should be delayed without fault of Principal, the time for completion thereof may be extended by City for such period of time as City may deem reasonable.

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

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$4,424,750.22**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the

requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

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

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

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

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

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

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

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

reasonable attorneys' fees, as provided for in Government Code Section 66499.4.

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

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

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

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

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

SIGNATURE PAGE FOLLOWING

ITEM 16.3.

ATTACHMENT 2

CONTRACT NO. 2023-122

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

CITY OF RANCHO CORDOVA,
California Municipal Corporation

K. Hovnanian at Jaeger Ranch, LLC, a
California limited liability company

Micah Runner, City Manager

Yahya Zakour Baayoun, Division President

Date: _____

Date: _____ 9-7-23

ATTEST:

Stacy Leitner, CMC, City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren, City Attorney

Date: _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF THE RANCH VILLAGES 2 AND 7.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES, THE PUBLIC ROADS DESIGNATED HEREON AS ALAMOSA DRIVE, PASSERINE COURT, VERDIN CIRCLE, CHRYSANTHY BOULEVARD, AND WHEAT RIDGE DRIVE, AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- 1. EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS A AND B, AND THOSE STRIPS OF LAND 10.00 FEET IN WIDTH AND 12.50 FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC STREETS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
- 2. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS LOTS A AND B, SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE). SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS.
- 3. RIGHT OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A AND B, SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE).
- 4. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC STREETS SHOWN HEREON.

K. HOVNANIAN AT JAEGER RANCH, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

BENEFICIARY'S STATEMENT

WILMINGTON TRUST, NATIONAL ASSOCIATION AS BENEFICIARY UNDER DEED OF TRUST RECORDED MARCH 12, 2020, AS DOCUMENT NO. 202003120392, SACRAMENTO COUNTY RECORDS.

BY: _____

NAME: _____

TITLE: _____

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF AG EHC II (HOV) CA 1 L.P., IN SEPTEMBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER, AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 31, 2025 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

DENNIS L. BARBER
P.L.S. 8067

DATE _____



NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ }
COUNTY OF _____ } SS

ON _____ DAY OF _____, 2023 BEFORE ME, _____
_____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED _____

_____ WHO PROVED TO ME ON THE
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ }
COUNTY OF _____ } SS

ON _____ DAY OF _____, 2023 BEFORE ME, _____
_____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED _____

_____ WHO PROVED TO ME ON THE
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND
THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL: _____

PRINTED NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON, AND DO HEREBY CERTIFY THE ABANDONMENTS LISTED HEREON.

BY: _____ DATED: _____
CITY CLERK, CITY OF RANCHO CORDOVA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE RANCH VILLAGES 2 AND 7, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

CITY ENGINEER, ALBERT STRICKER, R.C.E. 64057

DATED: _____



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF THE RANCH VILLAGES 2 AND 7 IS TECHNICALLY CORRECT.



JOCELYN L. LIMAS
PLS 9596

DATE

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2023, AT _____ M. IN
BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS,
INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER
CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED COUNTY RECORDER DOCUMENT NO.: _____
COUNTY OF SACRAMENTO

BY: _____ FEE: \$ _____
DEPUTY RECORDER

FINAL MAP OF
THE RANCH
VILLAGES 2 AND 7
SUBDIVISION NO. FM-2021-002-12

BEING ALL OF LOT 12 AND A PORTION OF LOTS 13 AND 14
OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH
FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

SEPTEMBER 2023



Sheet 1 of 5

BOUNDARY SHEET

NOTES

1.

ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2.

ALL DISTANCES SHOWN HEREON ARE GROUND BASED AND ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3.

DUE TO ROUNDING, THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4.

TOTAL AREA FOR THIS SUBDIVISION OF "THE RANCH VILLAGES 2 AND 7" IS 14.91± ACRES, CONSISTING OF 77 RESIDENTIAL LOTS, 2 LANDSCAPE LOTS, 1 OPEN SPACE BUFFER AREA AND 1 PRIVATE WELL SITE
5.

5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6.

NOTICE IS HEREBY GIVEN THAT THE KIEFER LANDFILL IS LOCATED APPROXIMATELY 2 MILES SOUTHEASTERLY OF THIS SUBDIVISION.
7.

LOTS A AND B ARE FOR LANDSCAPING, PEDESTRIAN AND PUBLIC UTILITY EASEMENT PURPOSES AND SHALL BE GRANTED IN FEE TO THE CITY OF RANCHO CORDOVA.
8.

LOT C IS FOR OPEN SPACE BUFFER AREA AND SHALL BE GRANTED IN FEE TO THE CITY OF RANCHO CORDOVA.
9.

LOT D IS FOR PRIVATE WELL SITE PURPOSES.
10.

RADIAL BEARING WAS SHOWN INCORRECT ON LARGE LOT FINAL MAP AND IS SHOWN CORRECT HEREON.
11.

A SOILS REPORT DATED SEPTEMBER 26, 2019, WAS PREPARED FOR THIS SUBDIVISION BY WALLACE KUHLE & ASSOCIATES. A COPY OF THIS REPORT ENTITLED "GEOTECHNICAL ENGINEERING REPORT, THE RANCH - RESIDENTIAL DEVELOPMENT, RANCHO CORDOVA, CALIFORNIA, WKA NO. 11103.03", IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTOR.
12.

ALL LOTS BEING CREATED BY THIS MAP INCLUDE FEE TITLE TO THE CENTERLINE OF THE COURT, DRIVES, BOULEVARD AND CIRCLE SHOWN HEREON, EXCEPT WHERE THE PUBLIC ROAD EASEMENT LINE IS ALSO THE COMMON LINE OF THE SUBDIVISION BOUNDARY, THEN THE FEE TITLE IS TO THE SUBDIVISION BOUNDARY.
13.

PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY (IOD) AND PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY ABANDONED:
- 13.1.

ALL OF THAT 42' IOD AND THAT 74' IOD DEPICTED AND OFFERED FOR DEDICATION ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.
- 13.2.

ALL OF THAT 10' PUE AND THAT 12.5' PUE DEPICTED AND OFFERED FOR DEDICATION ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.
- 13.3.

ALL OF THAT PUE DESCRIBED AND OFFERED FOR DEDICATION IN THAT CERTAIN GRANT DEED RECORDED AS DOCUMENT NO. 202304210318, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF CHRYSANTHUS WAY AS SHOWN ON THE "FINAL MAP OF THE RANCH VILLAGES 10" FILED FOR RECORD IN BOOK 449 OF MAPS, AT PAGE 5, SACRAMENTO COUNTY RECORDS. THE BEARING OF SAID CENTERLINE IS TAKEN TO BE NORTH 49°21'07"W. DISTANCES SHOWN HEREON ARE GROUND BASED.

LEGEND

- DIMENSION POINT
- ⊙

SET 3/4" IRON PIPE WITH CAP STAMPED "LS 8067"
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "LS 8067"
- ℄

CENTERLINE
- 6

SHEET NUMBER REFERENCE
- BM

BOOK OF MAPS
- IOD

IRREVOCABLE OFFER OF DEDICATION
- L=

ARC LENGTH
- (OA)

OVERALL
- PUE

PUBLIC UTILITY EASEMENT
- (R)

RADIAL BEARING
- SCR

SACRAMENTO COUNTY RECORDS
- SF

SQUARE FEET
- LE

LANDSCAPE EASEMENT
- PE

PEDESTRIAN EASEMENT
- SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT

REFERENCES:

- (1)

429

BM

8

-

LARGE LOT MAP OF THE RANCH
- (2)

449

BM

5

-

FINAL MAP OF THE RANCH VILLAGES 10
- (3)

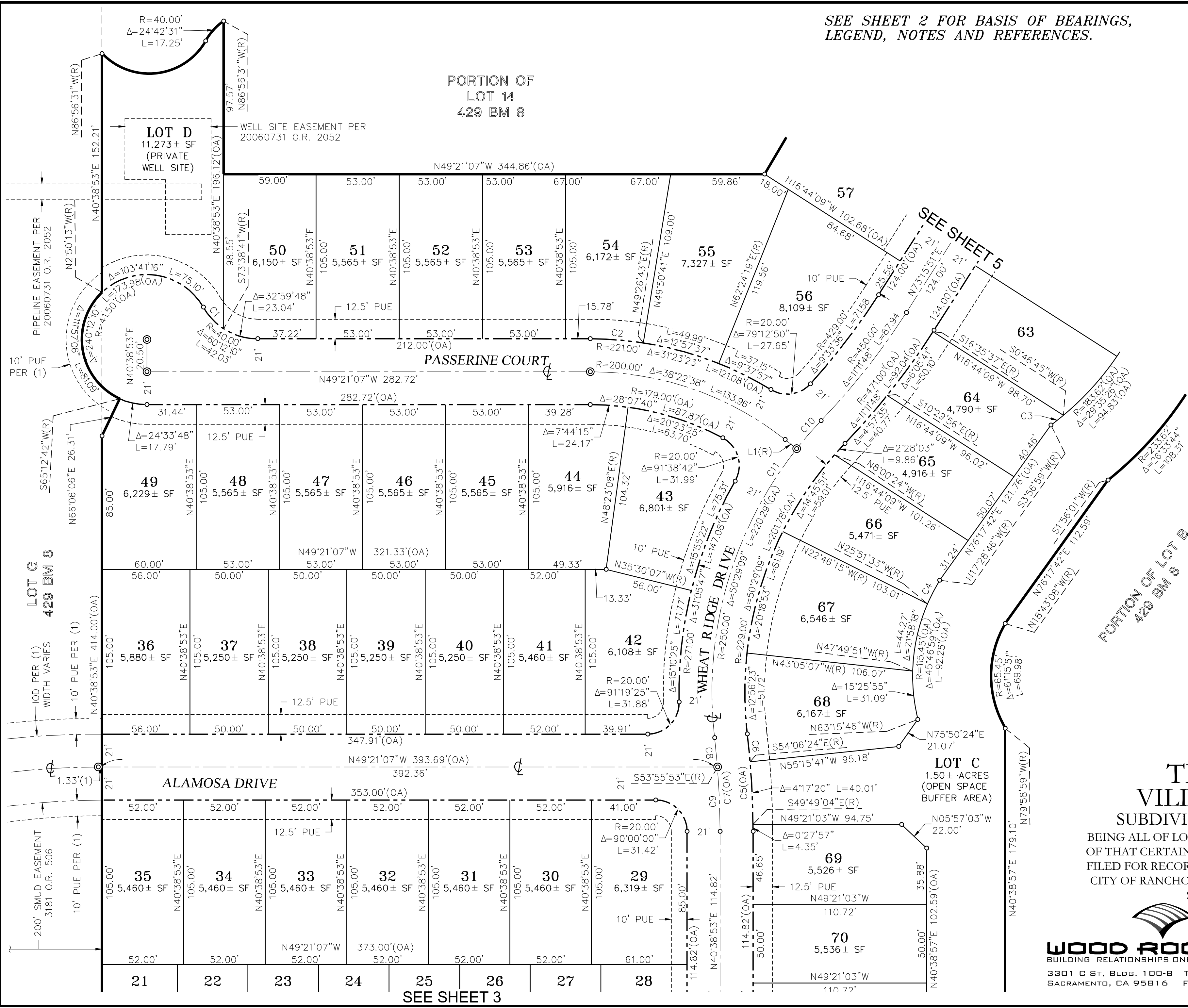
DOC#202212300695

-

WETLAND PRESERVE GRANT DEED

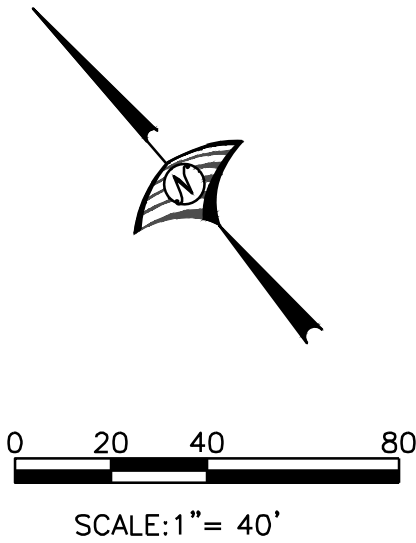






CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	40.00'	27°12'22"	18.99'
C2	221.00'	8°47'50"	33.93'
C3	183.62'	3°10'14"	10.16'
C4	115.45'	8°22'47"	16.88'
C5	534.50'	6°40'23"	62.25'
C6	534.50'	1°55'06"	17.90'
C7	513.50'	6°40'23"	59.81'
C8	513.50'	2°05'37"	18.76'
C9	513.50'	4°34'47"	41.04'
C10	250.00'	5°26'08"	23.72'
C11	250.00'	45°03'01"	196.57'

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N10°58'29"W(R)	9.43'



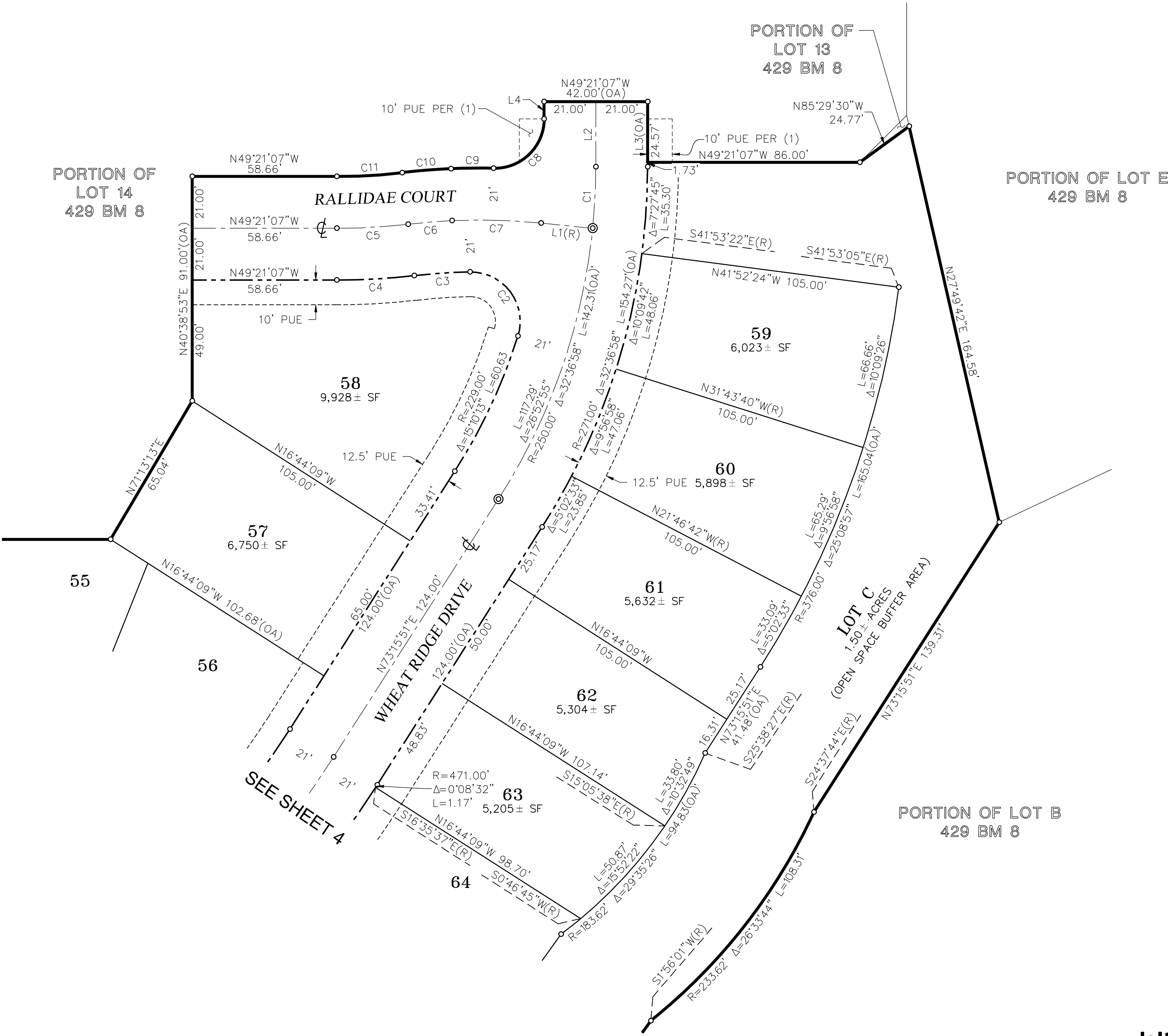
**FINAL MAP OF
THE RANCH
VILLAGES 2 AND 7**
SUBDIVISION NO. FM-2021-002-12
BEING ALL OF LOT 12 AND A PORTION OF LOTS 13 AND 14
OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH
FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

SEPTEMBER 2023

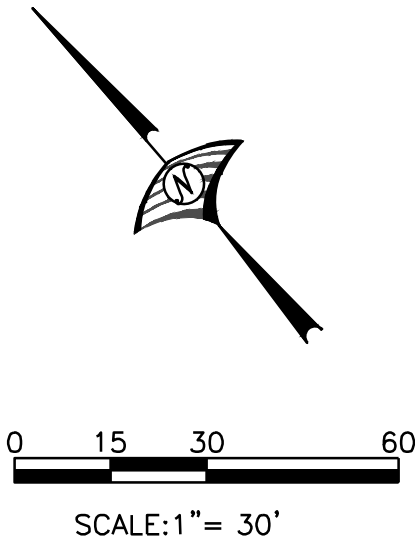
Sheet 4 of 5

1296.006



CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	250.00'	5°44'03"	25.02'
C2	20.00'	108°24'08"	37.84'
C3	229.00'	5°40'44"	22.70'
C4	271.00'	6°38'07"	31.38'
C5	250.00'	6°38'07"	28.95'
C6	250.00'	4°04'28"	17.78'
C7	250.00'	8°17'43"	36.20'
C8	20.00'	91°12'22"	31.84'
C9	271.00'	3°38'34"	17.23'
C10	271.00'	4°11'55"	19.86'
C11	229.00'	6°38'07"	26.52'

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N43°37'03"W	21.00'
L2	N40°38'53"E	26.31'
L3	N40°38'53"E	26.31'
L4	N40°38'53"E	7.00'



FINAL MAP OF
THE RANCH
VILLAGES 2 AND 7
SUBDIVISION NO. FM-2021-002-12
BEING ALL OF LOT 12 AND A PORTION OF LOTS 13 AND 14
OF THAT CERTAIN LARGE LOT FINAL MAP OF THE RANCH
FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SCR
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA

SEPTEMBER 2023

Sheet 5 of 5

1296.006

SEE SHEET 2 FOR BASIS OF BEARINGS,
LEGEND, NOTES AND REFERENCES.

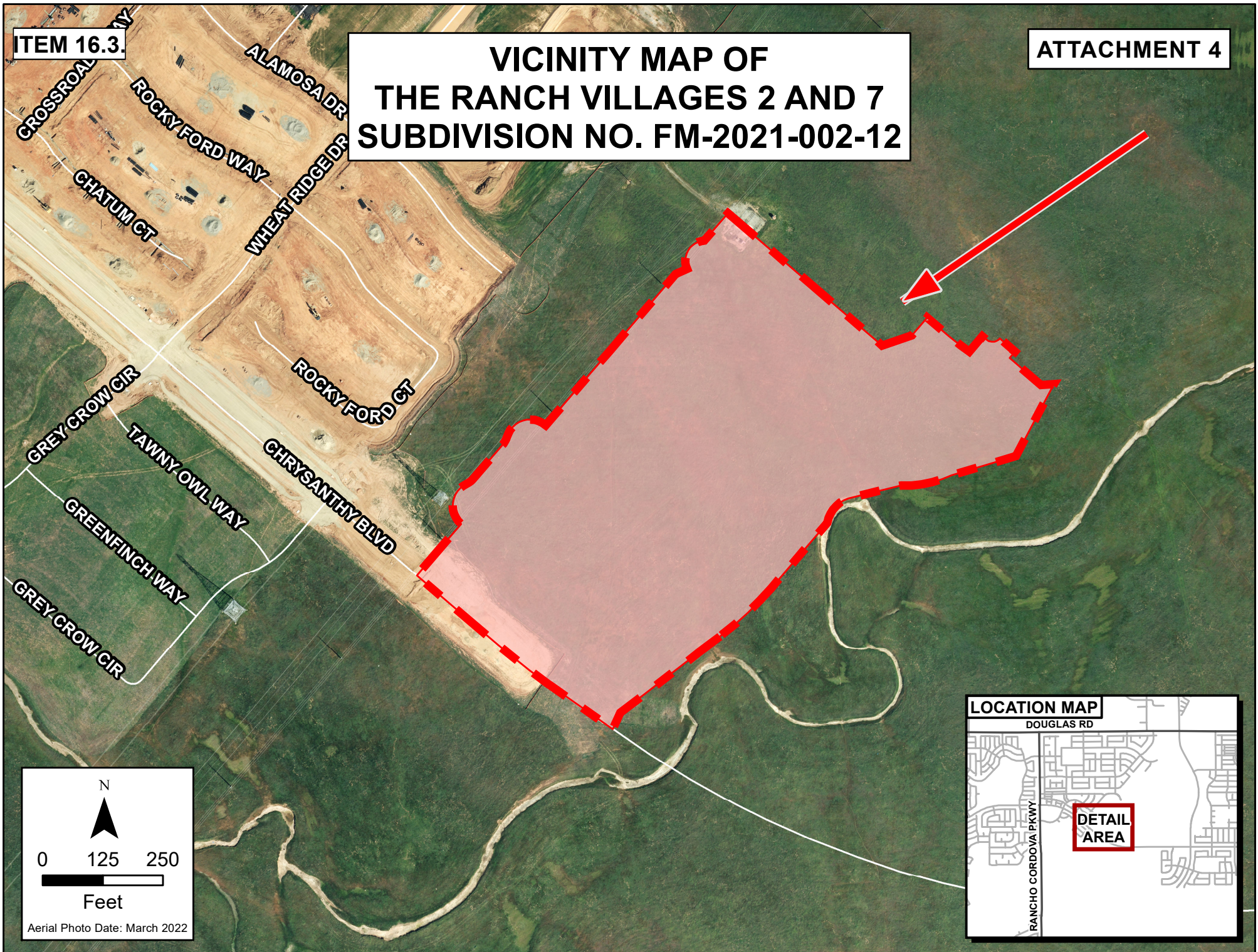


WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST., BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

ITEM 16.3.

VICINITY MAP OF THE RANCH VILLAGES 2 AND 7 SUBDIVISION NO. FM-2021-002-12

ATTACHMENT 4



MEMORANDUM



ITEM 16.4.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Drew Hart, Senior Transportation Planner
SUBJECT: **A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2023-24 SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM FOR THE RANCHO CORDOVA ACTIVE TRANSPORTATION PLAN**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution would authorize the Public Works Director to execute agreements with Caltrans for the Fiscal Year 2023-24 Sustainable Transportation Planning Grant Program for the Rancho Cordova Active Transportation Plan.

BACKGROUND

The City of Rancho Cordova has been awarded \$301,295 for the Fiscal Year 2023-24 California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant for the Rancho Cordova Active Transportation Plan. The purpose of the plan is to update the existing Bicycle Master Plan (2016) and Pedestrian Master Plan (2011) by planning a network of enhanced infrastructure which will serve all ages and abilities. This will be done with added emphasis on community listening especially in the City's underserved communities. This will create a blueprint to follow to advance the City from Bronze status to Silver status as a Bicycle Friendly Community, implement objectives in the recently adopted Climate Action and Adaptation Plan, and will be informed by the General Plan Update.

One of the conditions of the grant award is that the governing board adopt a current resolution authorizing a representative to enter into agreements with Caltrans related to the grant. It is recommended that the City Council authorize the Public Works Director to execute all agreements related to the Fiscal Year 2023-24 Caltrans Sustainable Transportation Planning Grant Program for the Rancho Cordova Active Transportation Plan. Caltrans estimates that the grant agreements will be executed and the notice to proceed delivered in January 2024. Staff anticipate the effort taking just under two years to complete. The City is required to complete its project by April 2026.

FISCAL IMPACT AND FUNDING SOURCE

Funding for the Rancho Cordova Active Transportation Plan consists of \$301,295 from the Caltrans Sustainable Transportation Planning Grant Program and \$99,910 from Measure A - Safety, Streetscaping, Pedestrian and Bicycle Facilities Program for the delivery of this Project. This Project has no impact on the General Fund.

This Project is included in the City's current approved 2023-28 Capital Improvement Plan.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE
AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE
FISCAL YEAR 2023-24 SUSTAINABLE TRANSPORTATION PLANNING GRANT PROGRAM
FOR THE RANCHO CORDOVA ACTIVE TRANSPORTATION PLAN**

WHEREAS, the City has been awarded \$301,295 for a Fiscal Year 2023-24 California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant for the Rancho Cordova Active Transportation Plan; and

WHEREAS, one of the conditions of the grant award is that the governing board adopt a current resolution authorizing a representative to enter into agreements with Caltrans related to the grant.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council authorizes the Public Works Director to execute all agreements related to Fiscal Year 2023-24 Caltrans Sustainable Transportation Planning Grant Program for the Rancho Cordova Active Transportation Plan.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 16.5.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Ben Chan, Assistant Civil Engineer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2023-217 IN AN AMOUNT NOT TO EXCEED \$370,410.00 WITH NOR-CAL CONCRETE, INC. TO CONSTRUCT THE 2023 ADA SIDEWALK IMPROVEMENT PROJECT AT VARIOUS LOCATIONS IN THE CITY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would award construction Contract No. 2023-217 with Nor-Cal Concrete, Inc. in an amount not to exceed \$370,410.00 to construct the 2023 ADA Sidewalk Improvement Project.

BACKGROUND

The City conducts an ongoing program to repair broken sidewalks within residential neighborhoods. The work to be done under this contract ([Attachment 2](#)) will consist of removal and replacement of broken concrete curb, gutter, sidewalk, and sidewalk ramps at 57 locations throughout the City ([Attachment 3](#)). The locations are prioritized based on severity of damage, proximity to schools or parks, etc.

Bids were solicited on the City's Website, CIPList.com and the Sacramento, Placer and El Dorado County Builders Exchanges on August 18, 2023. Bids for the project were publicly opened on September 12, 2023. A total of eight bids were received. The lowest responsible total bid amount was \$370,410.00. The contract award is based on the lowest total amount of the base bid of 57 locations. The bid summary sheet is provided as [Attachment 4](#).

Staff recommends awarding the construction contract to the lowest responsible bidder, Nor-Cal Concrete, Inc.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact to the City's General Fund. Funding for this contract consists of American Rescue Plan Act Funds. This project is included in the previously approved 2023/2024 budget.

ATTACHMENT(S)

1. Resolution
2. Nor-Cal Concrete Inc Contract 2023-217
3. Nor-Cal Concrete Inc Location Map
4. Nor-Cal Concrete Inc Bid Summary

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2023-217 IN AN AMOUNT NOT TO EXCEED \$370,410.00 WITH NOR-CAL CONCRETE, INC. TO CONSTRUCT THE 2023 AMERICANS WITH DISABILITIES ACT (ADA) SIDEWALK IMPROVEMENT PROJECT

WHEREAS, the City solicited bids for the 2023 ADA Sidewalk Improvement Project under the requirements of State and local law and publicly opened bids on September 12, 2023; and

WHEREAS, the lowest responsible bidder was Nor-Cal Concrete, Inc.; and

WHEREAS, adoption of this resolution will award construction Contract No. 2023-217 to Nor-Cal Concrete, Inc. in an amount not to exceed \$370,410.00 for the 2023 ADA Sidewalk Improvement Project; and

WHEREAS, funding for this contract consists of all ARPA Fund. There is no impact to the City's General Fund; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2023-217 in an amount not to exceed \$370,410.00 with Nor-Cal Concrete, Inc. in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

ITEM 16.5.

ATTACHMENT 1

Stacy Leitner, CMC
City Clerk

Linda Budge, Mayor

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND NOR-CAL CONCRETE, INC.
FOR THE 2023 ADA SIDEWALK IMPROVEMENT PROJECT
CITY PROJECT NO. CP23-2230**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Nor-Cal Concrete, Inc. ("Contractor") as of October 3, 2023.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the 2023 ADA Sidewalk Improvement Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

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

WHEREAS, the notice was published on August 18, 2023 on CIPList.com and the City of Rancho Cordova Website ("Notice"); and

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

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

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

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

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2024.

Section 3. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 2023-217 as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of

this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

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

Section 5. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: **Three Hundred Seventy Thousand Four Hundred Ten Dollars and Zero Cents (\$370,410.00)**. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 6. PREVAILING WAGES. To the extent required by law, Contractor and all of the Contractor's subcontractors shall comply with California Health and Safety Code Section 33422.1 and shall comply with California Labor Code Section 1770 et seq. and all regulations adopted pursuant thereto (referred to herein as, "**Prevailing Wage Laws**"), and be responsible for carrying out the requirements of such provisions. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations. The Contractor shall, and hereby agrees to, unconditionally indemnify, reimburse, defend, protect and hold harmless the City and its elective and appointive boards, commissions, officers, agents, attorneys, consultants and employees, and all of their respective successors and assigns, from and against any and all claims, demands, suits and actions at law or in equity, and losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, and costs and damages of every kind, nature and description (including but not limited to attorneys' fees and court costs; with counsel reasonably acceptable to the City), and administrative, enforcement or judicial proceedings, whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages or the requirement of competitive bidding in the construction of the Project, the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to California Labor Code Section 1770 et seq. and the Prevailing Wage Laws, or any act or omission of the City or the Contractor related to this Agreement with respect to the payment or requirement of payment of prevailing wages or the requirement of competitive bidding, whether or not any

insurance policies shall have been determined to be applicable to any such claims, demands, suits, actions, losses, liabilities, expenses, penalties, fines, orders, judgments, injunctive or other relief, costs, damages, or administrative, enforcement or judicial proceedings. It is further agreed that the City does not, and shall not, waive any rights against the Contractor which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by the City, or the deposit with the City by the Contractor, of any of the insurance policies described in this Agreement.

Section 7. INSURANCE. The Contractor shall carry and maintain for the duration of the term of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 8. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 9. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two (2) bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq. and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 10. INDEMNIFICATION.

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

agrees to the provisions of this Section and that it is a material element of consideration.

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

- 10.3 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

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

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

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

Section 14. MISCELLANEOUS PROVISIONS.

- 14.1 Successors.** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

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

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

Joe Ardave
Nor-Cal Concrete, Inc.

P.O. Box 521
Suisun, CA 94585
707-425-6144
Norcalconcrete@sbcglobal.net

Any written notice to City shall be sent to:

Ben Chan
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

- 14.4 IRS Form W-9.** Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.
- 14.5 Governing Law and Venue.** The laws of the State of California shall govern this Agreement. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Sacramento or in the United States District Court for the Eastern District of California.
- 14.6 Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 14.7 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 14.8 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 14.9 Survival.** The obligations of this Agreement, which by their nature would continue beyond the term or expiration of this Agreement, including without limitation obligations regarding indemnification shall survive the term or expiration of this Agreement.
- 14.10 Entire Agreement.** This Agreement, including the terms of payment attached hereto and incorporated herein as Exhibit A, and the Contract Documents as referenced above in Section 1, of this Agreement, represents the entire and integrated Agreement between City and Contractor and supersedes all prior negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

Section 15. REQUIRED CONTRACT PROVISIONS – FHWA 1273 – REVISED JULY 5, 2022, FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and

5039694.3

Construction Services Agreement between
City of Rancho Cordova and Nor-Cal Concrete, Inc.

October 2023
Page 6 of 18

imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts

should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established

thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work

classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents

thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested

parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show

that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(2) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(3) The falsification of any of the above certifications may

subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be

permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert

Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the

unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990)

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the

following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

"Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5

years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING EBARMET, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom

this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to

participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation

of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of

these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR

381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment,

material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Micah Runner, City Manager

Joe Ardave, President

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

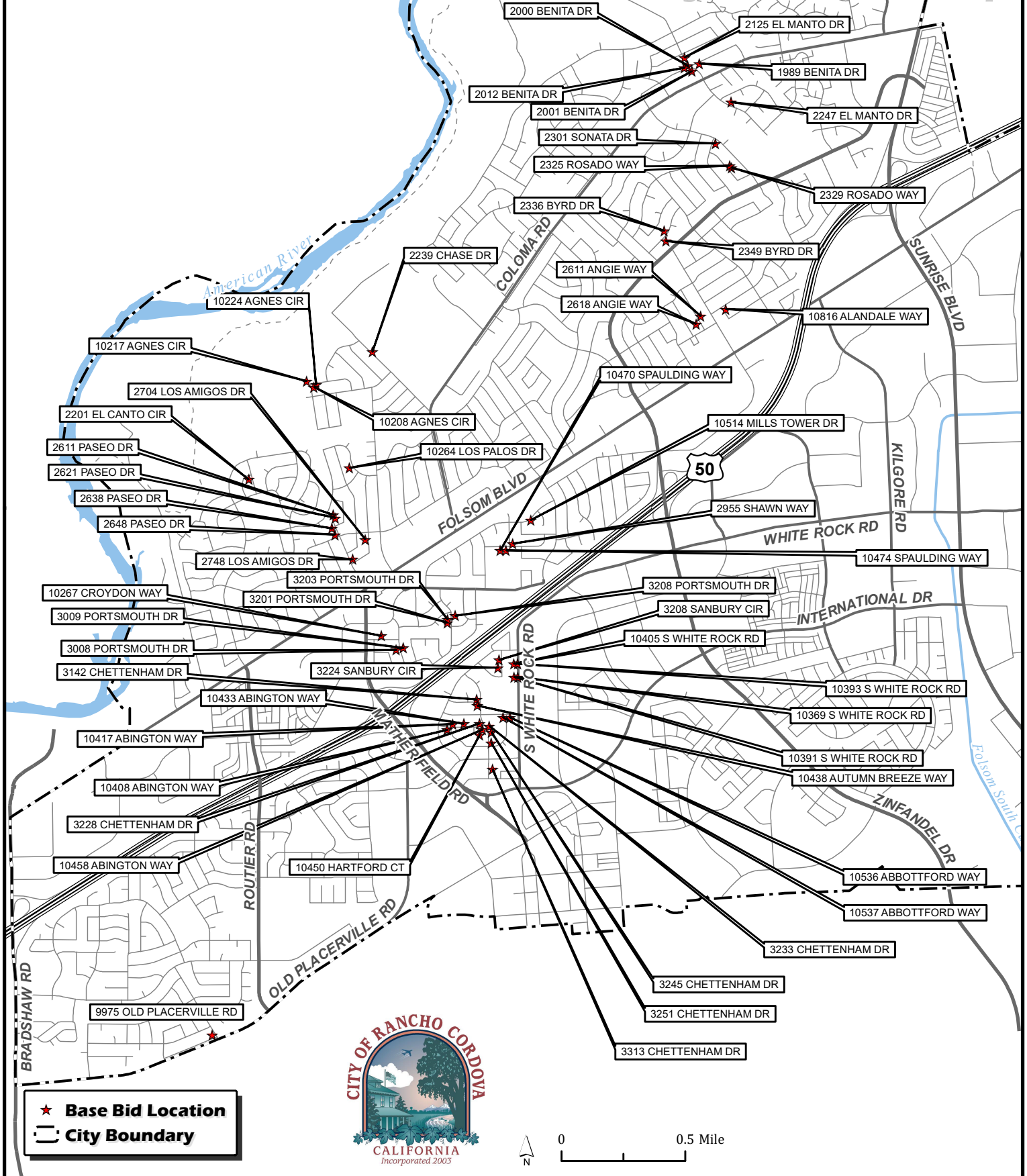
Adam U. Lindgren, City Attorney

Date

Last revised June 23, 2022

City of Rancho Cordova

2023 ADA Sidewalk Improvement Project Location Map




2023 ADA Sidewalk Improvement Project - CP23-2230 - Bid Summary

Rancho Cordova City Hall

2729 Prospect Park Drive, Rancho Cordova, CA 95670

September 12, 2023 at 2:00 PM

	Contractor	Base Bid Amount	Proposal Signed	Contractors License	DIR Contractors Registration	Bid Schedule	Equal Employment Opportunity	Public Contract Code	Designation of Subs	Experience/Qualifications Statement	Bidder's Bond	Non-Collusion	Debarment and Suspension Certification	Addendum 1	Exhibit 15-G	Exhibit 15-H
A	Nor-Cal Concrete	\$370,410.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
B	Central Valley Engineering & Asphalt, Inc.	\$395,969.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
C	Bear Construction, Inc	\$404,332.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
D	B&M Builders, Inc.	\$409,585.00	X	X	X	X	X	X	X	X	X	X	X	X	X	
E	FBD Vanguard Construction Inc.	\$477,010.00	X	X	X	X	X	X	X	X	X	X	X	X		
F	All-American Construction, Inc	\$564,498.50	X	X	X	X	X	X	X	X	X	X	X	X	X	
G	United Pavement Maintenance, Inc.	\$598,605.00	X	X	X	X	X	X	X	X	X	X	X	X	X	X
H	Inder Design Build, LLC	\$1,116,687.00	X	X	X	X	X	X	X	X	X	X	X	X	X	
I																
J																
K																
L																
M																

Attendees:

Stacy Leitner, City Clerk

Edgar Medina, Public Works

Ben Chan, Public Works

 Stacy Leitner, City Clerk

 9/14/23
 Date

MEMORANDUM



ITEM 16.6.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Senior Finance Analyst
SUBJECT: **A RESOLUTION APPROVING THE ANNEXATION OF THE RANCH (ACTIVE ADULT) INTO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES)**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

In September 2023, the property owners signed a unanimous approval of the annexation to CFD No. 2013-2. Adoption of the Resolution would approve Annexation Map No. 12 for the Ranch (Active Adult) project into Community Facilities District No. 2013-2 (Police Services) (hereinafter "CFD No. 2013-2"), and direct the City Clerk to execute and record the Boundary Map and Notice of Special Tax Lien for the project.

BACKGROUND

On December 17, 2012, the City adopted a resolution of intention to establish a Community Facilities District (CFD) and Future Annexation Area for Citywide police services. On January 22, 2013, the City adopted the resolution forming CFD No. 2013-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent. Defining the Future Annexation Area provided the resolution of intention, noticing, and public hearing for the entire Future Annexation Area so these steps do not need to be repeated for each annexation.

The annexation process for projects within the Future Annexation Area has been simplified to receiving a petition and waiver from the property owner(s), the City Council approving the Annexation Boundary Map by resolution, followed by the recording of the Annexation Map and Notice of Special Tax Lien by the City Clerk.

FISCAL IMPACT AND FUNDING SOURCE

The project included in this action was conditioned to annex to provide funding for police services. This condition will be met with the annexation of the project into CFD No. 2013-2.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Annexation Boundary Map
3. Exhibit B to the Resolution - Amendment to Notice Spec Tax Ln Police Tax

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE BOUNDARY MAP FOR THE RANCH (ACTIVE ADULT) ANNEXATION INTO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES)

WHEREAS, the Conditions of Approval for the Stone Creek Village Subdivision requires the property owner/applicant to provide funding for police services; and

WHEREAS, on December 17, 2012, the City adopted Resolution No. 122-2012 declaring its intention to establish Community Facilities District No. 2013-2 (Police Services) (the "District") and Future Annexation Area. On January 22, 2013, the City adopted Resolution No. 10-2013 forming CFD No. 2013-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"); and

WHEREAS, the action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent such that the annexation process for projects within the Future Annexation Area has been reduced to receiving a petition, consent and waiver from the property owner(s); and

WHEREAS, in September 2023, the property owner executed a unanimous approval form which irrevocably consents to and votes in favor of the annexation of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District; and

WHEREAS, in the case of annexation proceedings, pursuant to Streets and Highways Code Section 3110.5 a separate map of the area proposed to be annexed is required to be prepared and adopted; and

WHEREAS, City staff has caused to be prepared Annexation Map No. 12 for the property known as the Ranch (Active Adult) project, Exhibit A attached hereto, for the annexation of the property to CFD No. 2013-2 (Police Services).

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

1. The Council finds and determines the above recitals are true and correct.
2. Council approves Annexation Map No. 12 and finds and determines that the territory shown in the Annexation Map is hereby added to and made a part of the District with full legal effect.
3. The City Clerk is directed to execute and record Annexation Map No. 12 in the office of the County Recorder of Sacramento County not later than 15 days after the adoption of this resolution.

ITEM 16.6.

ATTACHMENT 1

4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence as outlined in the rate and method of apportionment of said tax and shall be as set forth in the Resolution of Formation of the District.
5. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in Exhibit B attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 12.
6. The City Council finds and determines that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

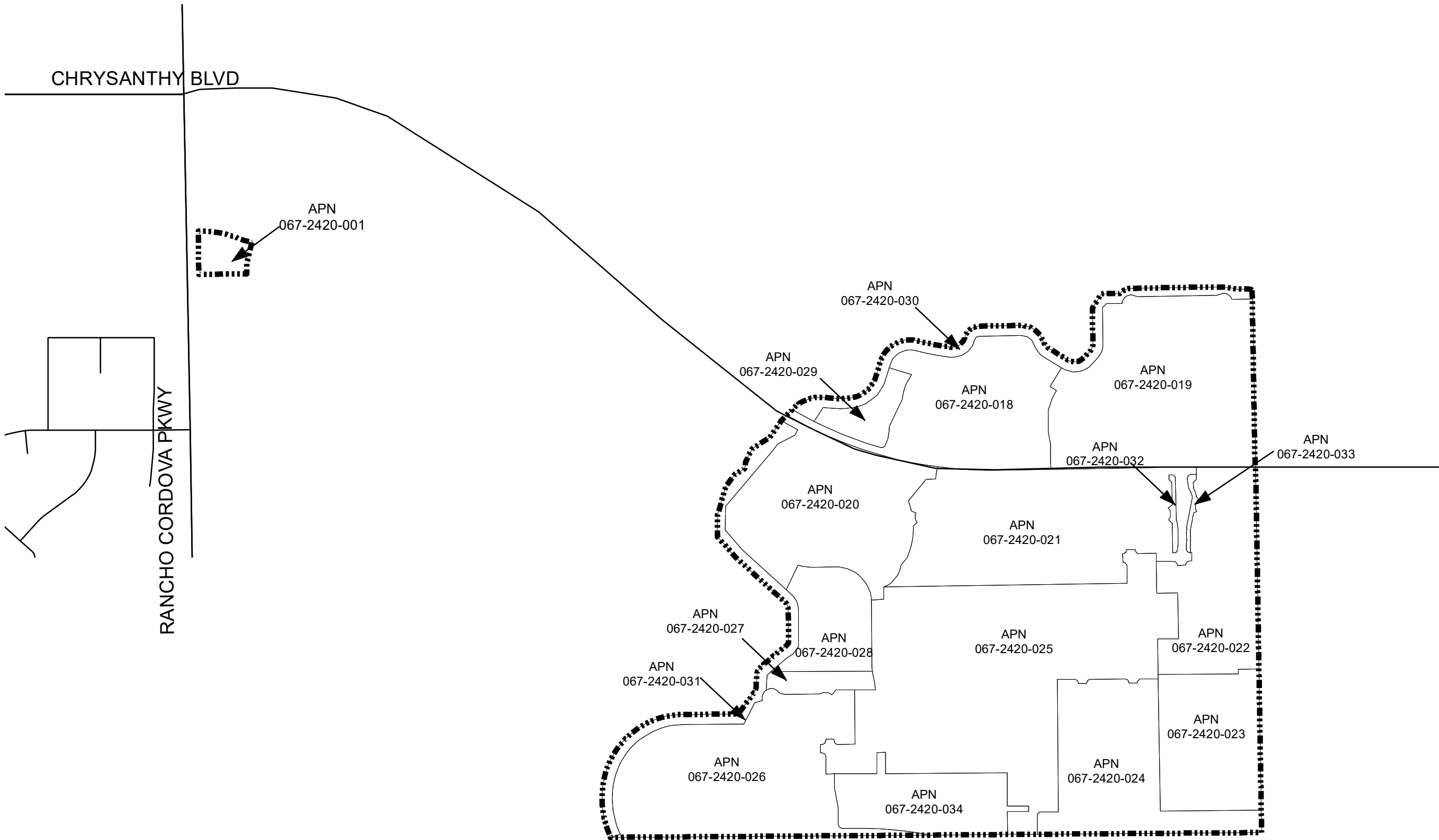
ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Linda Budge, Mayor

PROPOSED BOUNDARY OF
ANNEXATION 12
(THE RANCH ACTIVE ADULT) TO
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-2
(POLICE SERVICES)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS _____ DAY OF _____ 2023.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 12 TO COMMUNITY FACILITIES DISTRICT NO. 2013-2, (POLICE SERVICES), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____ 2023. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

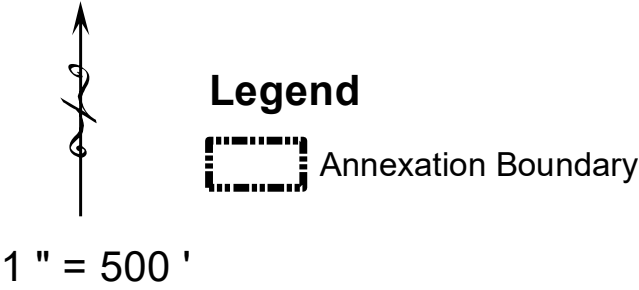
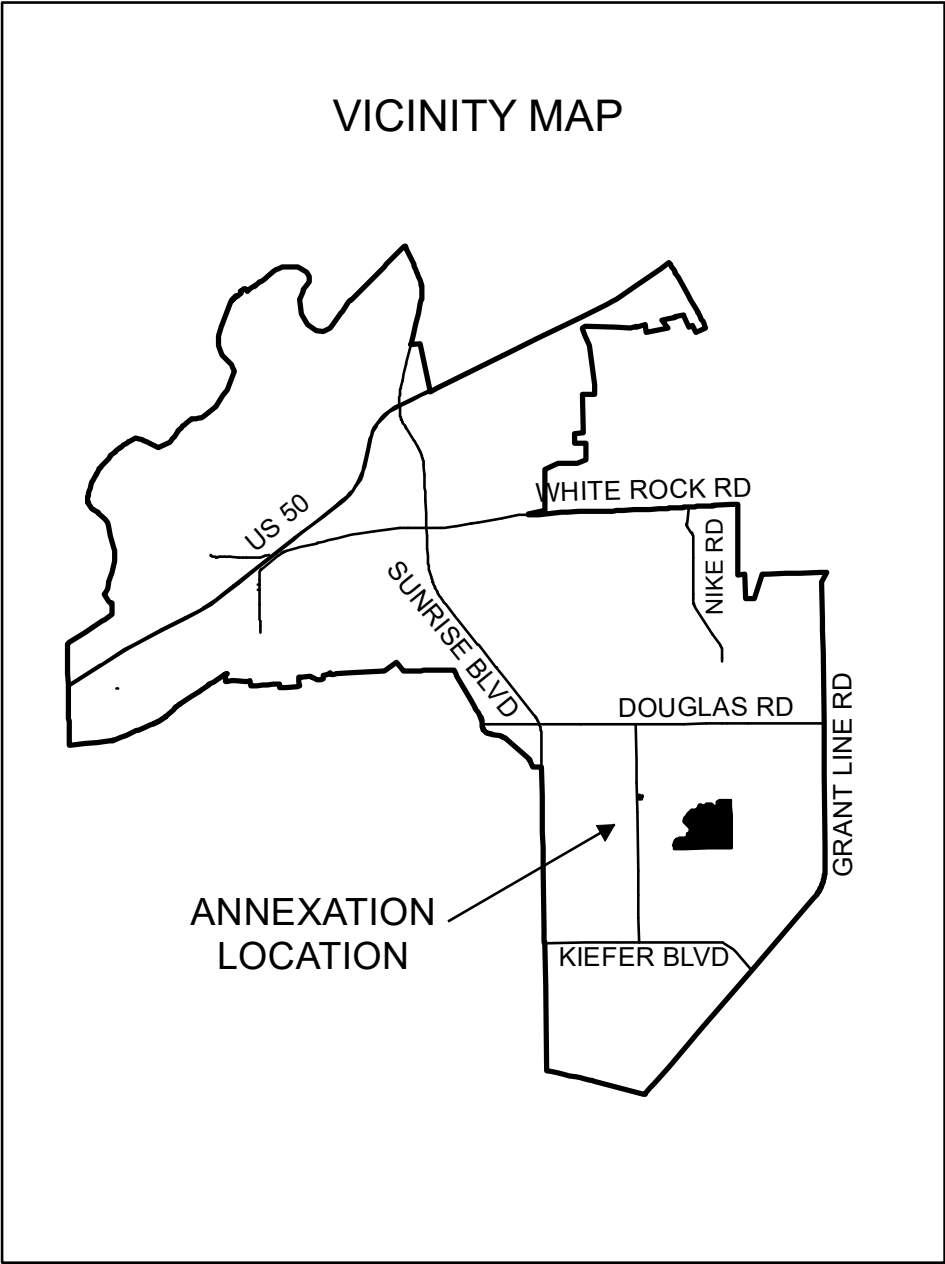
FILED THIS _____ DAY OF _____ 2023. AT THE HOUR OF _____ O'CLOCK _____.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____

REFERENCE THE SACRAMENTO COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS



HARRIS & ASSOCIATES
101 PROGRESS, SUITE 250
IRVINE, CALIFORNIA 92618
800-827-4901

PROPOSED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2013-2
Annexation 12 (The Ranch Active Adult)
County of Sacramento, California

Sheet 1 of 1

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95363

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

**REVISED AMENDMENT NO. 12 TO
NOTICE OF SPECIAL TAX LIEN
RELATIVE TO THE
CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)**

CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)

Annexation No. 12

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Rancho Cordova (the "City"), County of Sacramento, State of California, hereby gives notice that a lien to secure payment of a special tax, which the City is authorized to levy, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying for certain municipal services set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Sacramento, State of California on March 12, 2013 as Document No. 20130312 page 0318 to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amendment No. 12 to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of the CFD. The territory and future annexation area included in the original CFD is set forth in the map of the CFD heretofore recorded in the Sacramento County Recorder's Office at Book 114 of Maps of Assessment and Community Facilities Districts at Page 18 as Document No. 20130102PG1208, (the "Original Boundary Map") to which map reference is hereby made. The territory to be added from the future annexation area is that certain real property identified in the map of the Annexed Territory recorded in the Sacramento County Recorder's Office at Book ____, at Page ____ as Document No. _____, which map together with the Original Boundary Map are now the final boundary maps of the CFD including the Annexed Territory.

This annexed property is placed in Tax Zone 1 for purposes of computation of the Special Tax.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 12 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto, and by such reference hereby made a part hereof. The levy is hereby imposed on the property described herein.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Officer of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (telephone number: 916-851-8738).

Dated: As of _____, 2023

By: _____
 Stacy Leitner, City Clerk
 City of Rancho Cordova

EXHIBIT A**CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)****Annexation No. 12****ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND**

<u>Assessor's Parcel No(s).</u>	<u>Name(s) of Property Owners</u>
067-2420-018	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-019	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-020	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-021	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-022	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-023	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-024	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-025	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-026	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-027	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-028	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-029	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-030	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-031	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-032	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-033	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-034	K. HOVNANIAN AT JAEGER RANCH LLC
067-2420-001	K. HOVNANIAN AT JAEGER RANCH LLC

MEMORANDUM



ITEM 16.7.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION APPROVING THE ANNEXATION OF THE RANCH ACTIVE ADULT PROJECT TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2014-2 (STREET, LIGHTING, AND LANDSCAPE MAINTENANCE)**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve Annexation Map. No.14 for the Ranch Active Adult project to Community Facilities District No. 2014-2 (Street, Lighting, and Landscape Maintenance) and approves the recording of the annexation map and the Notice of Special Tax Lien.

BACKGROUND

On April 21, 2014, the City adopted a resolution of intention to establish a Community Facilities District (CFD) and Future Annexation Area for Citywide street, lighting, and landscape maintenance services. On June 2, 2014, the City adopted the resolution forming CFD No. 2014-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided unanimous consent. Defining the Future Annexation Area provided the resolution of intention, noticing, and public hearing for the entire Future Annexation Area, so these steps do not need to be repeated for each annexation.

The annexation process for projects within the future annexation area is streamlined by receiving a petition and waiver from the property owner(s), the City Council approving the Annexation Boundary Map by resolution, followed by the recording of the Annexation Boundary Map and Notice of Special Tax Lien by the City Clerk.

DISCUSSION

The project included in this action was conditioned to annex to CFD No. 2014-2 to provide funding for maintenance services including the maintenance, repair, replacement and lighting of public streets, roads, landscape, and appurtenant facilities in the public right of way. In

September 2023, the property owner signed a unanimous approval of the annexation to CFD No. 2014-2 (see Attachment 4). Adoption of the attached Resolution approves Annexation Boundary Map No. 14 for the Ranch Active Adult project and directs the City Clerk to execute and record the Map and Notice of Special Tax Lien for the project.

FISCAL IMPACT AND FUNDING SOURCE

This annexation has no impact on the City's General Fund. Funds collected will be used for maintenance of streets, lighting, and landscape maintenance services.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Annexation Boundary Map
3. Exhibit B to the Resolution - Amended Notice of Special Tax Lien
4. Unanimous Approval

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING THE ANNEXATION OF THE RANCH ACTIVE
ADULT PROJECT TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES
DISTRICT NO. 2014-2 (STREET, LIGHTING, AND LANDSCAPE MAINTENANCE)**

WHEREAS, the Conditions of Approval for the The Ranch project require the property owner/applicant to participate in the provision of funding to provide fair share maintenance of any existing and all new public improvements associated with the project; and

WHEREAS, on April 21, 2014, the City adopted Resolution No. 20-2014 declaring its intention to establish Community Facilities District No. 2014-2 (Street, Lighting, and Landscape Maintenance) (the "District") and Future Annexation Area for maintenance of street, lighting, and landscape maintenance services. On June 2, 2014, the City adopted Resolution No. 34-2014 forming CFD No. 2014-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"); and

WHEREAS, the action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent such that the annexation process for projects within the Future Annexation Area has been reduced to receiving a petition, consent and waiver from the property

WHEREAS, in September 2023, the property owner executed a unanimous approval form which irrevocably consents to and votes in favor of the annexation of a portion of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District (Attachment 4); and

WHEREAS, in the case of annexation proceedings, pursuant to Streets and Highways Code Section 3110.5 a separate map of the area proposed to be annexed is required to be prepared and adopted; and

WHEREAS, City staff has caused to be prepared Annexation Boundary Map No. 14 for a property known as The Ranch Active Adult project, Exhibit A attached hereto, for the annexation of the property to CFD No. 2014-2 (Street, Lighting, and Landscape Maintenance).

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

1. The Council so finds and determines the above recitals are true and correct.
2. Council approves Annexation Boundary Map No. 14 and finds and determines that the territory shown in the Annexation Boundary Map is hereby added to and made a part of the District with full legal effect.
3. The City Clerk is directed to execute and record Annexation Boundary Map No. 14 in the office of the County Recorder of Sacramento County no later than 15 days after the adoption of this resolution.

ITEM 16.7.

ATTACHMENT 1

4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal Year 2023-2024, and the rate and method of apportionment of said tax shall be as set forth in the Resolution of Formation of the District.
5. The City Clerk is directed to execute and record a Notice of Special Tax Lien, Exhibit B, in the office of the County Recorder of Sacramento County no later than 15 days after recordation of the Annexation Boundary Map No. 14.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

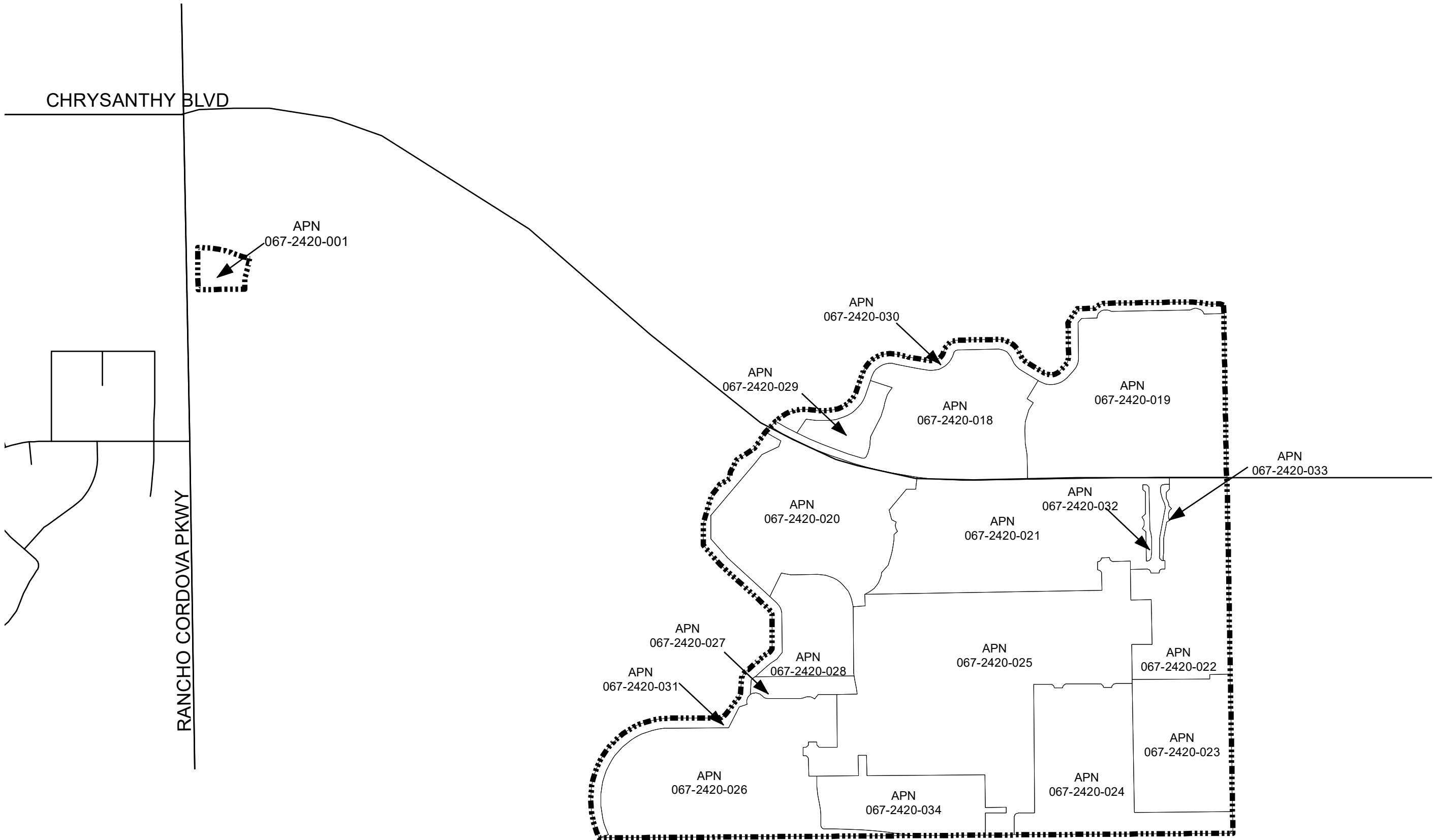
ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

PROPOSED BOUNDARY OF
ANNEXATION 14
(THE RANCH ACTIVE ADULT) TO
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(STREET, LIGHTING AND LANDSCAPE MAINTENANCE)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF _____ 2023.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 14 TO COMMUNITY FACILITIES DISTRICT NO. 2014-2, (STREET, LIGHTING AND LANDSCAPING MAINTENANCE), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____ 2023. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

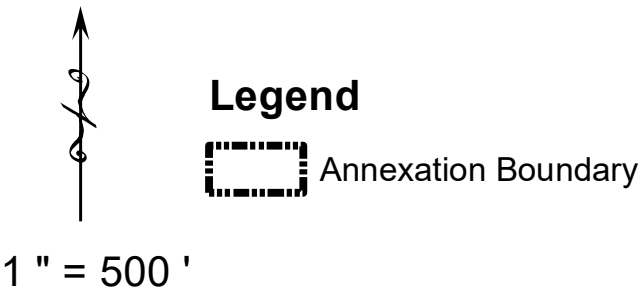
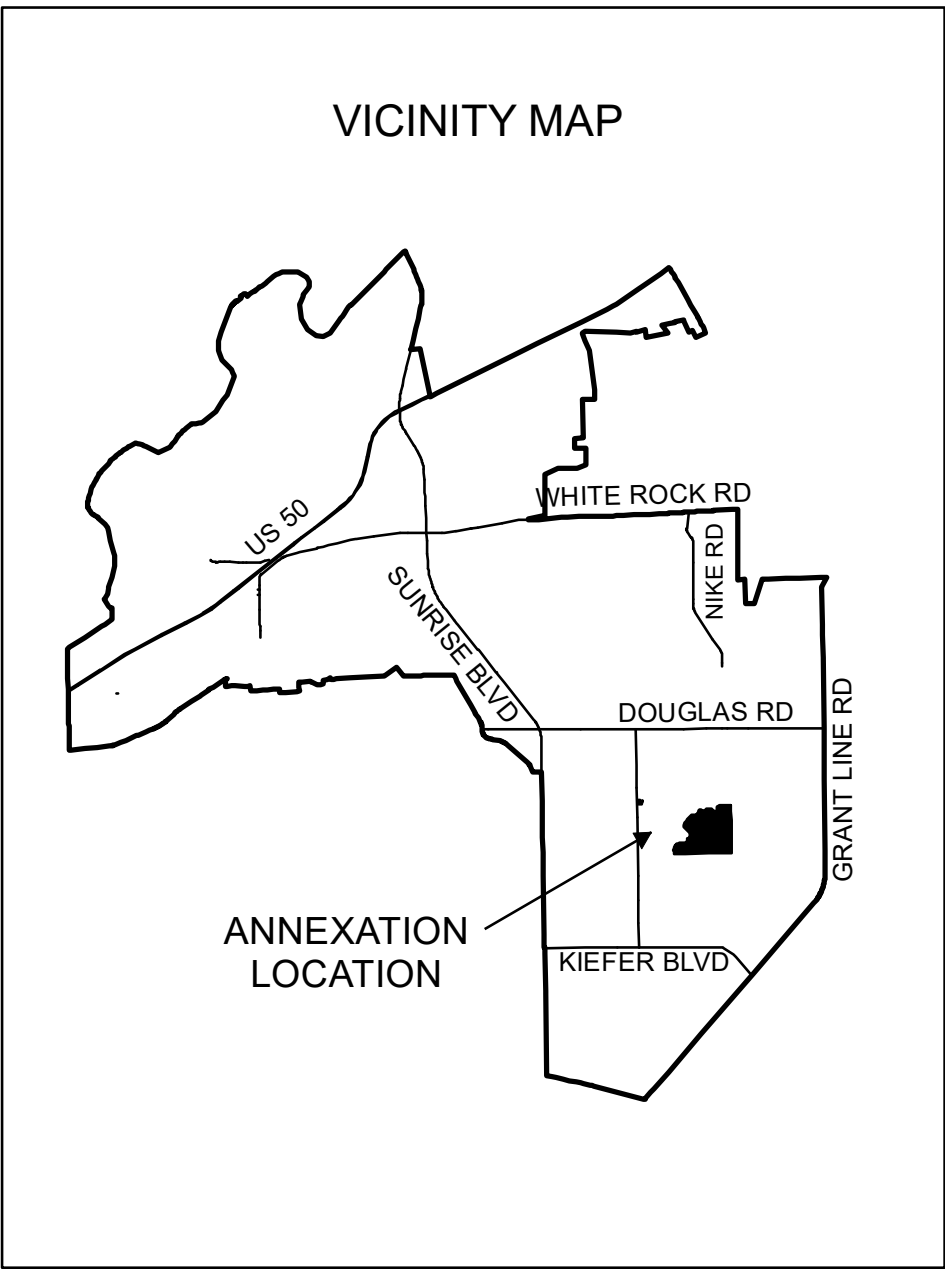
FILED THIS ____ DAY OF _____ 2023. AT THE HOUR OF _____ O'CLOCK ____M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____

REFERENCE THE SACRAMENTO COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS



HARRIS & ASSOCIATES
101 PROGRESS, SUITE 250
IRVINE, CALIFORNIA 92618
800-827-4901

PROPOSED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2014-2
Annexation14 (The Ranch Active Adult)
County of Sacramento, California

Sheet 1 of 1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention: City Clerk

AMENDED NOTICE OF SPECIAL TAX LIEN

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned clerk of the legislative body of the City of Rancho Cordova (the "City"), State of California, hereby gives notice that a lien to secure payment of special taxes is hereby imposed by the City Council of the City. The special taxes secured by this lien are authorized to be levied for the purpose of providing services as described in Exhibit A attached hereto and hereby made a part hereof.

The special taxes are authorized to be levied within Annexation Boundary Map No. 14 (the "Annexed Area") of the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting, and Landscape Maintenance) (the "District"), which has now been officially annexed to the District, and the lien of the special taxes are a continuing lien which shall secure each annual levy of the special taxes and which shall continue in force and effect until the special taxes cease to be levied and a notice of cessation of special taxes is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of authorized special tax is as set forth in Exhibit B attached hereto and hereby made a part hereof. The obligation to pay the special tax may not be prepaid and permanently satisfied and the lien of the special taxes canceled.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levies shall become a lien upon all nonexempt real property within the District in accordance with Section 3115.5 of the Streets and Highways Code.

The name of the owner and the assessor's tax parcel number(s) of the real property included within the District and not exempt from the special tax are as set forth in Exhibit C attached hereto.

Reference is hereby made to the Notice of Special Tax Lien with respect to the District recorded on June 17, 2014, as Document No. 20140617 page 353, in the office of the County Clerk & Recorder of the County of Sacramento, California, which contains

a list of the then existing owners and assessor tax parcel numbers of the original boundaries of the District.

Reference is made to the boundary map of the District recorded at Book 116, Pages 0023-0024, Document No. 20140430 Pg0873 of Maps and Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Sacramento, State of California (the " Original Boundary Map"), and the map of the Annexed Territory recorded at Book 141, Page 31, Document No. 202308110415 in the Office of the County Recorder for the County of Sacramento, State of California, which map together with the Original Boundary Map and the boundary maps of record for all prior annexations, are now the final boundary maps of the Community Facilities District including the Annexed Territory.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Department of Public Works of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670, (916) 851-8710.

Dated: _____

CITY CLERK OF THE CITY OF
RANCHO CORDOVA

EXHIBIT A

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(Streets, Lighting, and Landscape Maintenance)**

DESCRIPTION OF DISTRICT MAINTENANCE SERVICES

Description of services:

Maintenance of public street, lighting, and landscape improvements

- Maintenance means the furnishing of services and materials for the replacement of public street, lighting and landscaping improvements, and appurtenant facilities, including the administration and overhead related to the maintenance activities.

Reserve Fund

- The CFD special taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the CFD to fund future replacement of public streets, lighting and landscaping improvements and other services as determined by the CFD.

EXHIBIT B**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(STREET, LIGHTING AND LANDSCAPING MAINTENANCE)****RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR ANNEXATION NO. 14 (THE RANCH ACTIVE ADULT PROJECT)**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance) shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2014-2, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2014-2, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2014-2 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, a final parcel map, a final approved condominium plan, or functionally equivalent final map or instrument recorded in the Office of the County Recorder. If the area shown on said map is in square footage, Acreage shall be calculated by dividing the square footage by 43,560.

"Additional Load and Decorative Lighting Parcel" means any Parcel that is determined by the City to be both an Additional Load Parcel and a Decorative Lighting Parcel.

"Additional Load Parcel" means any Parcel of Commercial Property or Industrial Property that is determined by the City to create excessive wear and tear on the roadways and/or a high volume of vehicular traffic.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports, and any other costs required to administer the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

“Annual Escalation Factor” means the annual percentage increase in the McGraw-Hill Engineering News Record Construction Cost Index (ENR CCI) for the San Francisco area from January of the previous year to January of the year that the Special Tax is levied. In the event that the ENR CCI defined above is no longer reported, the City Council shall select a similar index to replace it.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 2014-2 as set forth in the documents adopted by the City Council when the CFD was formed.

“CFD” or **“CFD No. 2014-2”** means the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance).

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2014-2.

“Commercial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a commercial establishment which includes, but is not limited to, retail stores, clothing stores, book stores, convenience stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronics stores, home supply stores, auto parts stores, and other retail uses. The City shall make the determination if a Parcel is Commercial Property.

“County” means the County of Sacramento.

“Decorative Lighting Parcel” means any Parcel of Developed Property that is determined by the City to have or benefit from decorative lighting features.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 30 of the preceding Fiscal Year.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Heavy Truck Traffic Parcel” means, any Parcel of Developed Property that is determined by the City to have heavy truck traffic impact on the public streets and include, but are not limited to, fulfillment centers, logistics centers, freight, truck terminals, and other facilities intended for the movement of goods (manufactured or raw) prior to their distribution.

ITEM 16.7.

Exhibit B to the Resolution

“Hotel Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers.

“Industrial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure, fulfillment centers, logistics centers, freight, truck terminals, and other facilities intended for the movement of goods (manufactured or raw) prior to their distribution. The City shall make the determination if a Parcel is Industrial Property.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year determined in accordance with Section C below.

“Micro-Unit Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five (5) or more Units of approximately 800 square feet of floor area or less for each such Unit that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five (5) or more Units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, collectively, Commercial Property, Hotel Property, Industrial Property, and Office Property.

“Office Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for a building in which professional, banking, insurance, real estate, administrative or in-office medical or dental activities are conducted. The City shall make the determination if a Parcel is Office Property.

“Ordinary Use Parcel” means any Parcel of Taxable Property that is not an Additional Load Parcel, Decorative Lighting Parcel, Residential Alley Parcel, Additional Load and Decorative Lighting Parcel, Residential Alley and Decorative Lighting Parcel, Private Street Parcel, 50/50 Public & Private Residential Street Parcel, or Heavy Truck Traffic Parcel.

“Private Street Parcel” means, any Taxable Property where all or the majority of the residential streets are private within the development and the maintenance of the residential components are not funded by the CFD or by the federal government, State of California, County, City, or other public agency.

“50/50 Public & Private Residential Street Parcel” means, any Taxable Property where there is a fairly even split of public and private streets associated with a development.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Special

ITEM 16.7.

Exhibit B to the Resolution

Tax is equal for all Parcels of Developed Property.

“Public Property” means any property within the boundaries of CFD No. 2014-2 that is owned by the federal government, State of California, County, City, or other public agency.

“Residential Alley and Decorative Lighting Parcel” means any Parcel that is determined by the City to be both a Residential Alley Parcel and a Decorative Lighting Parcel.

“Residential Alley Parcel” means any Parcel of Residential Property that is determined by the City to have residential alleys that are part of the public roadways.

“Residential Property” means, collectively, Single Family Attached Property, Single Family Detached Property, Multi-Family Property, and Micro-Unit Property.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two (2) to four (4) Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and are offered as for-sale Units (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit(s)), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Soundwall Parcel” means any Parcel of Developed Property whose tract boundary is encompassed by soundwalls maintained within the CFD.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

“Special Tax” means a special tax levied in any Fiscal Year on property within CFD No. 2014-2 to pay the Special Tax Requirement.

“Square Foot,” “Square Footage,” or “Square Feet” means the building square footage reflected on the original building permit issued for construction of a building.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2014-2 which are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Public Property” means, in any Fiscal Year, all Assessor’s Parcels in CFD No. 2014-2

that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

“Tax Zone” means a mutually exclusive tax zone identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels or new tax zones added to the CFD as a result of future annexations.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure. Unit shall also mean a rentable single hotel room or rentable unit on a Parcel of Hotel Property.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within CFD No. 2014-2 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2014-2, the Administrator shall update Attachment 1 to include the new Assessor’s Parcel number(s). In addition, for all Parcels of Developed Property, if applicable to the Tax Zone in which the Parcels are located, the Administrator shall determine if each Parcel is an Ordinary Use Parcel, an Additional Load Parcel, a Residential Alley Parcel, a Decorative Lighting Parcel, an Additional Load and Decorative Lighting Parcel, a Residential Alley and Decorative Lighting Parcel, Private Street Parcel, 50/50 Public & Private Residential Street Parcel, or a Heavy Truck Traffic Parcel.

Based on review of building permit records for property within the CFD, the Administrator shall determine which Parcels in the CFD are Developed Property for purposes of levying the Special Tax pursuant to Section D below. For Single Family Attached Property, Multi-Family Property, Micro-Unit Property, and Hotel Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Residential Property, the Administrator shall determine the Square Footage of each Unit. For Non-Residential Property, the Administrator shall determine the Acreage of, and Square Footage on, each Parcel.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City’s sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the rezone.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2014-2 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation

of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. All Tax Zones

The following Maximum Special Taxes apply to all Parcels of Developed Property within each Tax Zone of CFD No. 2014-2, unless otherwise specified in Attachment 1.

a. Ordinary Use Parcel

**MAXIMUM SPECIAL TAXES
ORDINARY USE PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$491.78
Single Family Attached Property	per Unit	\$388.50
Multi-Family Property	per Unit	\$280.31
Micro-Unit Property	per Unit	\$186.97
Commercial Property	per 1,000 Sq. Ft.	\$733.73
Hotel Property	per Unit	\$290.15
Industrial Property	per 1,000 Sq. Ft.	\$221.30
Office Property	per 1,000 Sq. Ft.	\$732.75

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

b. Residential Alley Parcel**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$533.89
Single Family Attached Property	per Unit	\$421.77
Multi-Family Property	per Unit	\$304.32
Micro-Unit Property	per Unit	\$202.98
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

c. Decorative Lighting Parcel**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$499.30
Single Family Attached Property	per Unit	\$394.44
Multi-Family Property	per Unit	\$284.60
Micro-Unit Property	per Unit	\$189.83
Commercial Property	per 1,000 Sq. Ft.	\$744.95
Hotel Property	per Unit	\$294.58
Industrial Property	per 1,000 Sq. Ft.	\$224.68
Office Property	per 1,000 Sq. Ft.	\$743.95

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

d. Additional Load Parcel**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	\$761.58
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$229.70
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

e. Soundwall Parcel**MAXIMUM SPECIAL TAXES
SOUNDWALL PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$512.68
Single Family Attached Property	per Unit	\$405.02
Multi-Family Property	per Unit	\$292.22
Micro-Unit Property	per Unit	\$194.91
Commercial Property	per 1,000 Sq. Ft.	\$764.92
Hotel Property	per Unit	\$302.48
Industrial Property	per 1,000 Sq. Ft.	\$230.71
Office Property	per 1,000 Sq. Ft.	\$763.90

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

f. Additional Load and Decorative Lighting Parcel

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	\$772.80
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$233.08
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

g. Residential Alley and Decorative Lighting Parcel

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$541.41
Single Family Attached Property	per Unit	\$427.72
Multi-Family Property	per Unit	\$308.60
Micro-Unit Property	per Unit	\$205.84
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

h. Residential Alley and Soundwall Parcel**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND SOUNDWALL PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$558.08
Single Family Attached Property	per Unit	\$440.89
Multi-Family Property	per Unit	\$318.11
Micro-Unit Property	per Unit	\$212.18
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

i. Decorative Lighting and Soundwall Parcel**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING AND SOUNDWALL PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$520.02
Single Family Attached Property	per Unit	\$410.80
Multi-Family Property	per Unit	\$296.41
Micro-Unit Property	per Unit	\$197.70
Commercial Property	per 1,000 Sq. Ft.	\$775.85
Hotel Property	per Unit	\$306.80
Industrial Property	per 1,000 Sq. Ft.	\$234.00
Office Property	per 1,000 Sq. Ft.	\$774.82

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

ITEM 16.7.

Exhibit B to the Resolution

j. Residential Alley, Decorative Lighting, and Soundwall Parcel

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY, DECORATIVE LIGHTING AND SOUNDWALL PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$561.81
Single Family Attached Property	per Unit	\$443.82
Multi-Family Property	per Unit	\$320.22
Micro-Unit Property	per Unit	\$213.59
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

k. Private Street Parcel

**MAXIMUM SPECIAL TAXES
PRIVATE STREET PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$323.10
Single Family Attached Property	per Unit	\$255.24
Multi-Family Property	per Unit	\$184.16
Micro-Unit Property	per Unit	\$122.84
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

I. 50/50 Public & Private Residential Street Parcel

MAXIMUM SPECIAL TAXES
50/50 PUBLIC & PRIVATE STREET PARCEL
(FISCAL YEAR 2022-23)

Land Use Class		Rate
Single Family Detached Property	per Unit	\$407.19
Single Family Attached Property	per Unit	\$321.68
Multi-Family Property	per Unit	\$232.10
Micro-Unit Property	per Unit	\$154.81
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

m. Heavy Truck Traffic Parcel

MAXIMUM SPECIAL TAXES
HEAVY TRUCK TRAFFIC PARCEL
(FISCAL YEAR 2022-23)

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$317.99
Office Property	per 1,000 Sq. Ft.	N/A

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

First: The Special Tax shall be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within the CFD and each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

Second: If additional revenue is needed after the first step has been completed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that would have applied to the Parcel had the Parcel not become Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 2014-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2014-2 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable public Property, and (ii) any Parcel in CFD No. 2014-2 that is not Developed Property.

F. DURATION OF SPECIAL TAX

The Special Tax shall be levied in perpetuity to fund the Special Tax Requirement, unless no longer required as determined at the sole discretion of the City Council.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Taxes.

ATTACHMENT 1

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(STREET, LIGHTING AND LANDSCAPING MAINTENANCE)

IDENTIFICATION OF TAX ZONES

TAX ZONE 1

Assessor's Parcels Included in Tax Zone 1 *	Fiscal Year In Which Property Was Added to CFD No. 2014-2
067-1210-001 through 067-1210-055 067-1220-001 through 067-1220-059 067-1230-001 through 067-1230-060	2013-14

Tax Zone 1 – Maximum Special Taxes

The Maximum Special Taxes for Zone 1 do not incorporate the long-term maintenance activities which are included as a part of CFD No. 2014-1. On July 1 of each Fiscal Year thereafter, the Maximum Special Taxes shall be increased by the Annual Escalation Factor.

MAXIMUM SPECIAL TAXES
SOUNDWALL AND DECORATIVE LIGHTING PARCEL
(EXCLUDING LONG-TERM MAINTENANCE)
(FISCAL YEAR 2022-23)

Land Use Class		Rate
Single Family Detached Property	per Unit	\$367.21
Single Family Attached Property	per Unit	\$290.10
Multi-Family Property	per Unit	\$209.32
Commercial Property	per 1,000 Sq. Ft.	\$275.56
Hotel Property	per Unit	\$216.65
Industrial Property	per 1,000 Sq. Ft.	\$165.24
Office Property	per 1,000 Sq. Ft.	\$275.56

TAX ZONE 2

Assessor's Parcels Included in Tax Zone 2*			Fiscal Year in Which Property was Added to CFD No. 2014-2
067-1050-001	Through	067-1050-009	2016-17
072-2870-001	Through	072-2870-072	2014-15
072-2880-001	Through	072-2880-082	
072-2890-001	Through	072-2890-088	
072-2900-001	Through	072-2900-080	
072-2910-001	Through	072-2910-083	
072-2920-001	Through	072-2920-069	
072-2940-001	Through	072-2940-066	
072-2950-001	Through	072-2950-063	
072-2960-001	Through	072-2960-065	

Tax Zone 2 – Maximum Special Taxes

These Maximum Special Taxes include the maintenance of street lighting only. On July 1 of each Fiscal Year thereafter, the Maximum Special Taxes shall be increased by the Annual Escalation Factor.

**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING ONLY
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$49.86
Single Family Attached Property	per Unit	\$49.86
Multi-Family Property	per Unit	\$206.01
Commercial Property	per 1,000 Sq. Ft.	\$275.56
Hotel Property	per Unit	\$213.28
Industrial Property	per 1,000 Sq. Ft.	\$162.67
Office Property	per 1,000 Sq. Ft.	\$275.56

TAX ZONE 3

Assessor's Parcels Included in Tax Zone 3*			Fiscal Year in Which Property was Added to CFD No. 2014-2
067-1070-001	Through	067-1070-059	2016-17
067-1090-001	Through	067-1090-089	
067-1060-003	Through	067-1060-004	2017-18
067-1170-001	Through	067-1170-085	
067-1180-001	Through	067-1180-016	
067-1190-001	Through	067-1190-066	
067-1200-001	Through	067-1200-054	
067-1100-008			2018-19
067-1240-001	Through	067-1240-048	
067-1250-001	Through	067-1250-108	
067-1100-005	Through	067-1100-007	
067-1120-001	Through	067-1120-027	
067-1130-001	Through	067-1130-176	
067-1140-001	Through	067-1140-038	
067-1080-007	Through	067-1080-017	
067-1150-001	Through	067-1150-080	
067-1160-001	Through	067-1160-065	
067-1260-001	Through	067-1260-061	
067-1270-001	Through	067-1270-113	
067-1280-001	Through	067-1280-094	
067-1290-001	Through	067-1290-032	

Tax Zone 3 – Maximum Special Taxes

These Maximum Special Taxes include the maintenance of soundwalls. On July 1 of each Fiscal Year thereafter, commencing July 1, 2015, the Maximum Special Taxes shall be increased by the Annual Escalation Factor.

**MAXIMUM SPECIAL TAXES
SOUNDWALL PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$512.68
Single Family Attached Property	per Unit	\$405.02
Multi-Family Property	per Unit	\$292.22
Commercial Property	per 1,000 Sq. Ft.	\$764.92
Hotel Property	per Unit	\$302.48
Industrial Property	per 1,000 Sq. Ft.	\$230.71
Office Property	per 1,000 Sq. Ft.	\$763.90

TAX ZONE 4

Assessor's Parcels Included in Tax Zone 4*			Fiscal Year in Which Property was Added to CFD No. 2014-2
072-4050-017	Through	072-4050-029	2022-23

Tax Zone 4 – Maximum Special Taxes

These Maximum Special Taxes include the maintenance of streets determined by the City to have a heavy impact on the public streets. On July 1 of each Fiscal Year thereafter, commencing July 1, 2024, the Maximum Special Taxes shall be increased by the Annual Escalation Factor.

**MAXIMUM SPECIAL TAXES
HEAVY TRUCK TRAFFIC PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$317.99
Office Property	per 1,000 Sq. Ft.	N/A

* The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs and Tax Zones consistent with the categories of Developed Property set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2014-2.

EXHIBIT C

OWNER AND THE ASSESSOR'S TAX PARCEL NUMBER(S)

<u>Parcel No.</u>	<u>Property Owner</u>
067-2420-018-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-019-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-020-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-021-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-022-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-023-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-024-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-025-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-026-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-027-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-028-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-029-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-030-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-031-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-032-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-033-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-034-0000	K.HOVNANIAN AT JAEGER RANCH, LLC
067-2420-001-0000	K.HOVNANIAN AT JAEGER RANCH, LLC

CITY OF RANCHO CORDOVA
Community Facilities District No. 2014-2
(Street, Lighting and Landscape Maintenance)

Annexation No. 14

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters

To the City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 956703

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of K.HOVNANIAN AT JAEGER RANCH, LLC, a California limited liability company, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscape Maintenance) (the "CFD")", and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner (whether one or more) identified below as or for the recorded owner(s) of the Property identified below. The Property Owner warrants to the City of Ranch Cordova (the "City") that they are such Property Owner or is legally authorized to execute this Unanimous Approval for and on behalf of such Property Owner.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services (the "Services") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B describes the maximum special tax rate for the Services. This annexed property is placed in Tax Zone 3 for purposes of computation of the Special Tax.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was heretofore recorded in the Office of the County Recorder of the County of Sacramento, State of California on June 17, 2014 recorded at Book 20140617 at Page 0345 (Document No. 20140617PG0345).

The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the Office of the County Recorder of the County of Sacramento an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. City Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property. If requested by the City, the Property Owner agrees, at its own expense, to supply to the City, current title evidence so that the City may verify ownership for the annexation to the CFD.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

County of Sacramento Assessor's Parcel Numbers:

067-2420-018: The property consists of a total of 11.22 acres.

067-2420-019: The property consists of a total of 17.74 acres.

067-2420-020: The property consists of a total of 12.83 acres.

067-2420-021: The property consists of a total of 17.22 acres.

067-2420-022: The property consists of a total of 9.30 acres.

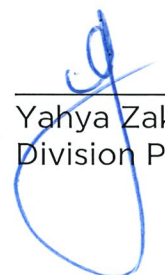
067-2420-023: The property consists of a total of 7.94 acres.
067-2420-024: The property consists of a total of 10.51 acres.
067-2420-025: The property consists of a total of 29.07 acres.
067-2420-026: The property consists of a total of 15.82 acres.
067-2420-027: The property consists of a total of 1.26 acres.
067-2420-028: The property consists of a total of 4.53 acres.
067-2420-029: The property consists of a total of 1.80 acres.
067-2420-030: The property consists of a total of 3.20 acres.
067-2420-031: The property consists of a total of 3.46 acres.
067-2420-032: The property consists of a total of 0.23 acres.
067-2420-033: The property consists of a total of 0.21 acres.
067-2420-034: The property consists of a total of 5.92 acres.
067-2420-001: The property consists of a total of 1.12 acres.

The property consists of a total of 153.38 acres.

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Property Owner

K.HOVNANIAN AT JAEGER RANCH, LLC
a California limited liability company

Signature of Petitioner: 
Yahya Zakour Baayoun
Division President

Date: 9/11/23

EXHIBIT A

CITY OF RANCHO CORDOVA
Community Facilities District No. 2014-2
(Street, Lighting and Landscape Maintenance)

DESCRIPTION OF SERVICES

Maintenance of public street, lighting and landscaping improvements

Maintenance means the furnishing of services and materials for the ordinary and usual operation, maintenance and servicing of the public street, lighting, and landscaping improvements, dedicated easements, and appurtenant facilities, and administration and overhead of all aspects of the CFD.

Reserve Fund

The CFD special taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the CFD to fund future repairs to public streets, lighting and landscaping improvements and other services as determined by the CFD.

EXHIBIT B
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(STREET, LIGHTING AND LANDSCAPING MAINTENANCE)

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR ANNEXATION NO. 14 (THE RANCH- ACTIVE ADULT PROJECT)**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance) shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2014-2, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2014-2, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2014-2 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, a final parcel map, a final approved condominium plan, or functionally equivalent final map or instrument recorded in the Office of the County Recorder. If the area shown on said map is in square footage, Acreage shall be calculated by dividing the square footage by 43,560.

"Additional Load and Decorative Lighting Parcel" means any Parcel that is determined by the City to be both an Additional Load Parcel and a Decorative Lighting Parcel.

"Additional Load Parcel" means any Parcel of Commercial Property or Industrial Property that is determined by the City to create excessive wear and tear on the roadways and/or a high volume of vehicular traffic.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports, and any other costs required to administer the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

“Annual Escalation Factor” means the annual percentage increase in the McGraw-Hill Engineering News Record Construction Cost Index (ENR CCI) for the San Francisco area from January of the previous year to January of the year that the Special Tax is levied. In the event that the ENR CCI defined above is no longer reported, the City Council shall select a similar index to replace it.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 2014-2 as set forth in the documents adopted by the City Council when the CFD was formed.

“CFD” or **“CFD No. 2014-2”** means the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance).

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2014-2.

“Commercial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a commercial establishment which includes, but is not limited to, retail stores, clothing stores, book stores, convenience stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronics stores, home supply stores, auto parts stores, and other retail uses. The City shall make the determination if a Parcel is Commercial Property.

“County” means the County of Sacramento.

“Decorative Lighting Parcel” means any Parcel of Developed Property that is determined by the City to have or benefit from decorative lighting features.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 30 of the preceding Fiscal Year.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Heavy Truck Traffic Parcel” means, any Parcel of Developed Property that is determined by the City to have heavy truck traffic impact on the public streets and include, but are not limited to, fulfillment centers, logistics centers, freight, truck terminals, and other

facilities intended for the movement of goods (manufactured or raw) prior to their distribution.

“Hotel Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers.

“Industrial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure, fulfillment centers, logistics centers, freight, truck terminals, and other facilities intended for the movement of goods (manufactured or raw) prior to their distribution. The City shall make the determination if a Parcel is Industrial Property.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year determined in accordance with Section C below.

“Micro-Unit Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five (5) or more Units of approximately 800 square feet of floor area or less for each such Unit that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five (5) or more Units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, collectively, Commercial Property, Hotel Property, Industrial Property, and Office Property.

“Office Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for a building in which professional, banking, insurance, real estate, administrative or in-office medical or dental activities are conducted. The City shall make the determination if a Parcel is Office Property.

“Ordinary Use Parcel” means any Parcel of Taxable Property that is not an Additional Load Parcel, Decorative Lighting Parcel, Residential Alley Parcel, Additional Load and Decorative Lighting Parcel, Residential Alley and Decorative Lighting Parcel, Private Street Parcel, 50/50 Public & Private Residential Street Parcel, or Heavy Truck Traffic Parcel.

“Private Street Parcel” means, any Taxable Property where all or the majority of the residential streets are private within the development and the maintenance of the residential components are not funded by the CFD or by the federal government, State of California, County, City, or other public agency.

“50/50 Public & Private Residential Street Parcel” means, any Taxable Property where there is a fairly even split of public and private streets associated with a development.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Parcels of Developed Property.

“Public Property” means any property within the boundaries of CFD No. 2014-2 that is owned by the federal government, State of California, County, City, or other public agency.

“Residential Alley and Decorative Lighting Parcel” means any Parcel that is determined by the City to be both a Residential Alley Parcel and a Decorative Lighting Parcel.

“Residential Alley Parcel” means any Parcel of Residential Property that is determined by the City to have residential alleys that are part of the public roadways.

“Residential Property” means, collectively, Single Family Attached Property, Single Family Detached Property, Multi-Family Property, and Micro-Unit Property.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two (2) to four (4) Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and are offered as for-sale Units (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit(s)), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

“Soundwall Parcel” means any Parcel of Developed Property whose tract boundary is encompassed by soundwalls maintained within the CFD.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

“Special Tax” means a special tax levied in any Fiscal Year on property within CFD No. 2014-2 to pay the Special Tax Requirement.

“Square Foot,” “Square Footage,” or “Square Feet” means the building square footage reflected on the original building permit issued for construction of a building.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2014-2 which are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Public Property” means, in any Fiscal Year, all Assessor’s Parcels in CFD No. 2014-2 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

“Tax Zone” means a mutually exclusive tax zone identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels or new tax zones added to the CFD as a result of future annexations.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure. Unit shall also mean a rentable single hotel room or rentable unit on a Parcel of Hotel Property.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within CFD No. 2014-2 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2014-2, the Administrator shall update Attachment 1 to include the new Assessor’s Parcel number(s). In addition, for all Parcels of Developed Property, if applicable to the Tax Zone in which the Parcels are located, the Administrator shall determine if each Parcel is an Ordinary Use Parcel, an Additional Load Parcel, a Residential Alley Parcel, a Decorative Lighting Parcel, an Additional Load and Decorative Lighting Parcel, a Residential Alley and Decorative Lighting Parcel, Private Street Parcel, 50/50 Public & Private Residential Street Parcel, or a Heavy Truck Traffic Parcel.

Based on review of building permit records for property within the CFD, the Administrator shall determine which Parcels in the CFD are Developed Property for purposes of levying the Special Tax pursuant to Section D below. For Single Family Attached Property, Multi-Family Property, Micro-Unit Property, and Hotel Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Residential Property, the Administrator shall determine the Square Footage of each Unit. For Non-Residential Property, the Administrator shall determine the Acreage of, and Square Footage on, each Parcel.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City’s sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the rezone.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD

No. 2014-2 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. All Tax Zones

The following Maximum Special Taxes apply to all Parcels of Developed Property within each Tax Zone of CFD No. 2014-2, unless otherwise specified in Attachment 1.

a. Ordinary Use Parcel

**MAXIMUM SPECIAL TAXES
ORDINARY USE PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$491.78
Single Family Attached Property	per Unit	\$388.50
Multi-Family Property	per Unit	\$280.31
Micro-Unit Property	per Unit	\$186.97
Commercial Property	per 1,000 Sq. Ft.	\$733.73
Hotel Property	per Unit	\$290.15
Industrial Property	per 1,000 Sq. Ft.	\$221.30
Office Property	per 1,000 Sq. Ft.	\$732.75

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

b. Residential Alley Parcel

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$533.89
Single Family Attached Property	per Unit	\$421.77
Multi-Family Property	per Unit	\$304.32
Micro-Unit Property	per Unit	\$202.98
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

c. Decorative Lighting Parcel

**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$499.30
Single Family Attached Property	per Unit	\$394.44
Multi-Family Property	per Unit	\$284.60
Micro-Unit Property	per Unit	\$189.83
Commercial Property	per 1,000 Sq. Ft.	\$744.95
Hotel Property	per Unit	\$294.58
Industrial Property	per 1,000 Sq. Ft.	\$224.68
Office Property	per 1,000 Sq. Ft.	\$743.95

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

d. Additional Load Parcel

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	\$761.58
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$229.70
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

e. Soundwall Parcel

**MAXIMUM SPECIAL TAXES
SOUNDWALL PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$512.68
Single Family Attached Property	per Unit	\$405.02
Multi-Family Property	per Unit	\$292.22
Micro-Unit Property	per Unit	\$194.91
Commercial Property	per 1,000 Sq. Ft.	\$764.92
Hotel Property	per Unit	\$302.48
Industrial Property	per 1,000 Sq. Ft.	\$230.71
Office Property	per 1,000 Sq. Ft.	\$763.90

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

f. Additional Load and Decorative Lighting Parcel

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	\$772.80
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$233.08
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

g. Residential Alley and Decorative Lighting Parcel

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$541.41
Single Family Attached Property	per Unit	\$427.72
Multi-Family Property	per Unit	\$308.60
Micro-Unit Property	per Unit	\$205.84
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

h. Residential Alley and Soundwall Parcel

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND SOUNDWALL PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$558.08
Single Family Attached Property	per Unit	\$440.89
Multi-Family Property	per Unit	\$318.11
Micro-Unit Property	per Unit	\$212.18
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

i. Decorative Lighting and Soundwall Parcel

**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING AND SOUNDWALL PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$520.02
Single Family Attached Property	per Unit	\$410.80
Multi-Family Property	per Unit	\$296.41
Micro-Unit Property	per Unit	\$197.70
Commercial Property	per 1,000 Sq. Ft.	\$775.85
Hotel Property	per Unit	\$306.80
Industrial Property	per 1,000 Sq. Ft.	\$234.00
Office Property	per 1,000 Sq. Ft.	\$774.82

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

j. Residential Alley, Decorative Lighting, and Soundwall Parcel

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY, DECORATIVE LIGHTING AND SOUNDWALL PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$561.81
Single Family Attached Property	per Unit	\$443.82
Multi-Family Property	per Unit	\$320.22
Micro-Unit Property	per Unit	\$213.59
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

k. Private Street Parcel

**MAXIMUM SPECIAL TAXES
PRIVATE STREET PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$323.10
Single Family Attached Property	per Unit	\$255.24
Multi-Family Property	per Unit	\$184.16
Micro-Unit Property	per Unit	\$122.84
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

l. 50/50 Public & Private Residential Street Parcel

**MAXIMUM SPECIAL TAXES
50/50 PUBLIC & PRIVATE STREET PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$407.19
Single Family Attached Property	per Unit	\$321.68
Multi-Family Property	per Unit	\$232.10
Micro-Unit Property	per Unit	\$154.81
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	N/A
Office Property	per 1,000 Sq. Ft.	N/A

On July 1st following the Fiscal Year rate above, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

m. Heavy Truck Traffic Parcel

**MAXIMUM SPECIAL TAXES
HEAVY TRUCK TRAFFIC PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$317.99
Office Property	per 1,000 Sq. Ft.	N/A

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

First: The Special Tax shall be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within the CFD and each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

Second: If additional revenue is needed after the first step has been completed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that would have applied to the Parcel had the Parcel not become Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 2014-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2014-2 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

E. LIMITATIONS Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable public Property, and (ii) any Parcel in CFD No. 2014-2 that is not Developed Property.

F. DURATION OF SPECIAL TAX

The Special Tax shall be levied in perpetuity to fund the Special Tax Requirement, unless no longer required as determined at the sole discretion of the City Council.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that does not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Taxes.

ATTACHMENT 1

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(STREET, LIGHTING AND LANDSCAPING MAINTENANCE)**

IDENTIFICATION OF TAX ZONES

TAX ZONE 1

Assessor's Parcels Included in Tax Zone 1 *	Fiscal Year In Which Property Was Added to CFD No. 2014-2
067-1210-001 through 067-1210-055 067-1220-001 through 067-1220-059 067-1230-001 through 067-1230-060	2013-14

Tax Zone 1 – Maximum Special Taxes

The Maximum Special Taxes for Zone 1 do not incorporate the long-term maintenance activities which are included as a part of CFD No. 2014-1. On July 1 of each Fiscal Year thereafter, the Maximum Special Taxes shall be increased by the Annual Escalation Factor.

**MAXIMUM SPECIAL TAXES
SOUNDWALL AND DECORATIVE LIGHTING PARCEL
(EXCLUDING LONG-TERM MAINTENANCE)
(FISCAL YEAR 2022-23)**

Land Use Class	Rate
Single Family Detached Property per Unit	\$367.21
Single Family Attached Property per Unit	\$290.10
Multi-Family Property per Unit	\$209.32
Commercial Property per 1,000 Sq. Ft.	\$275.56
Hotel Property per Unit	\$216.65
Industrial Property per 1,000 Sq. Ft.	\$165.24
Office Property per 1,000 Sq. Ft.	\$275.56

TAX ZONE 2

Assessor's Parcels Included in Tax Zone 2*			Fiscal Year in Which Property was Added to CFD No. 2014-2
067-1050-001	Through	067-1050-009	2016-17
072-2870-001	Through	072-2870-072	2014-15
072-2880-001	Through	072-2880-082	
072-2890-001	Through	072-2890-088	
072-2900-001	Through	072-2900-080	
072-2910-001	Through	072-2910-083	
072-2920-001	Through	072-2920-069	
072-2940-001	Through	072-2940-066	
072-2950-001	Through	072-2950-063	
072-2960-001	Through	072-2960-065	

Tax Zone 2 – Maximum Special Taxes

These Maximum Special Taxes include the maintenance of street lighting only. On July 1 of each Fiscal Year thereafter, the Maximum Special Taxes shall be increased by the Annual Escalation Factor.

**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING ONLY
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$49.86
Single Family Attached Property	per Unit	\$49.86
Multi-Family Property	per Unit	\$206.01
Commercial Property	per 1,000 Sq. Ft.	\$275.56
Hotel Property	per Unit	\$213.28
Industrial Property	per 1,000 Sq. Ft.	\$162.67
Office Property	per 1,000 Sq. Ft.	\$275.56

TAX ZONE 3

Assessor's Parcels Included in Tax Zone 3*			Fiscal Year in Which Property was Added to CFD No. 2014-2
067-1070-001	Through	067-1070-059	2016-17
067-1090-001	Through	067-1090-089	
067-1060-003	Through	067-1060-004	2017-18
067-1170-001	Through	067-1170-085	
067-1180-001	Through	067-1180-016	
067-1190-001	Through	067-1190-066	
067-1200-001	Through	067-1200-054	
067-1100-008			2018-19
067-1240-001	Through	067-1240-048	
067-1250-001	Through	067-1250-108	
067-1100-005	Through	067-1100-007	
067-1120-001	Through	067-1120-027	
067-1130-001	Through	067-1130-176	
067-1140-001	Through	067-1140-038	
067-1080-007	Through	067-1080-017	
067-1150-001	Through	067-1150-080	
067-1160-001	Through	067-1160-065	
067-1260-001	Through	067-1260-061	
067-1270-001	Through	067-1270-113	
067-1280-001	Through	067-1280-094	
067-1290-001	Through	067-1290-032	

Tax Zone 3 – Maximum Special Taxes

These Maximum Special Taxes include the maintenance of soundwalls. On July 1 of each Fiscal Year thereafter, commencing July 1, 2015, the Maximum Special Taxes shall be increased by the Annual Escalation Factor.

**MAXIMUM SPECIAL TAXES
SOUNDWALL PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	\$512.68
Single Family Attached Property	per Unit	\$405.02
Multi-Family Property	per Unit	\$292.22
Commercial Property	per 1,000 Sq. Ft.	\$764.92
Hotel Property	per Unit	\$302.48
Industrial Property	per 1,000 Sq. Ft.	\$230.71
Office Property	per 1,000 Sq. Ft.	\$763.90

TAX ZONE 4

Assessor's Parcels Included in Tax Zone 4*	Fiscal Year in Which Property was Added to CFD No. 2014-2
072-4050-017 Through 072-4050-029	2022-23

Tax Zone 4 – Maximum Special Taxes

These Maximum Special Taxes include the maintenance of streets determined by the City to have a heavy impact on the public streets. On July 1 of each Fiscal Year thereafter, commencing July 1, 2024, the Maximum Special Taxes shall be increased by the Annual Escalation Factor.

**MAXIMUM SPECIAL TAXES
HEAVY TRUCK TRAFFIC PARCEL
(FISCAL YEAR 2022-23)**

Land Use Class		Rate
Single Family Detached Property	per Unit	N/A
Single Family Attached Property	per Unit	N/A
Multi-Family Property	per Unit	N/A
Micro-Unit Property	per Unit	N/A
Commercial Property	per 1,000 Sq. Ft.	N/A
Hotel Property	per Unit	N/A
Industrial Property	per 1,000 Sq. Ft.	\$317.99
Office Property	per 1,000 Sq. Ft.	N/A

*** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs and Tax Zones consistent with the categories of Developed Property set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2014-2.**

MEMORANDUM



ITEM 16.8.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION APPROVING THE BOUNDARY MAP FOR THE RANCH ACTIVE ADULT PROJECT ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2018-2 (COMMUNITY PLACES AND NEIGHBORHOOD GREENS).**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve Annexation Boundary Map No. 7 for the Ranch Active Adult project to Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) and approve the recording of the Annexation Boundary Map and the Notice of Special Tax Lien.

BACKGROUND

On August 6, 2018, the City adopted a Resolution of Intention to establish a Community Facilities District (CFD) and Future Annexation Area for citywide maintenance of community places and neighborhood greens. The special tax contributes to the cost of the operation and maintenance of public improvements, including community plazas, neighborhood greens, and regional trails. On September 17, 2018, the City adopted the resolution forming CFD No. 2018-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided unanimous consent. Defining the Future Annexation Area provided the resolution of intention, noticing, and public hearing for the entire Future Annexation Area, so these steps do not need to be repeated for each annexation.

The annexation process for projects within the Future Annexation Area is streamlined to receiving a petition and waiver from the property owner(s), the City Council approving the Annexation Boundary Map by resolution, followed by the recording of the Annexation Boundary Map and Notice of Special Tax Lien by the City Clerk.

DISCUSSION

The project included in this action was conditioned to annex to CFD No. 2018-2 to provide

funding for maintenance of community places and neighborhood greens, including community plazas and bicycle trails, and to pay for the capital replacement of said facilities. In September 2023, the property owners signed a unanimous approval of the annexation to CFD No. 2018-2 (see Attachment 4). Adoption of the attached Resolution approves Annexation Boundary Map No. 7 for the Ranch Active Adult project and directs the City Clerk to execute and record the Annexation Boundary Map and Notice of Special Tax Lien for the project.

FISCAL IMPACT AND FUNDING SOURCE

This annexation has no impact on the City's General Fund. Funds collected will be used for maintenance of community places and neighborhood greens.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Proposed Boundary of Annexation
3. Exhibit B to the Resolution - Amended Notice of Special Tax Lien
4. Unanimous Approval

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE BOUNDARY MAP FOR THE RANCH ACTIVE ADULT PROJECT ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2018-2 (COMMUNITY PLACES AND NEIGHBORHOOD GREENS)

WHEREAS, the Conditions of Approval for the Ranch Active Adult project require the property owner/applicant to participate in the provision of funding to provide fair share maintenance of Community Places and Neighborhood Greens associated with the project; and

WHEREAS, on August 6, 2018, the City adopted a Resolution of Intention to establish Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) (the "District") and Future Annexation Area for maintenance of community places and neighborhood greens. On September 17, 2018, the City adopted a Resolution forming CFD No. 2018-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"); and

WHEREAS, the action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent such that the annexation process for projects within the Future Annexation Area has been reduced to receiving a petition, consent and waiver from the property owner(s); and

WHEREAS, in September 2023, the property owner(s)s executed a unanimous approval form which irrevocably consents to and votes in favor of the annexation of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District; and

WHEREAS, in the case of annexation proceedings, pursuant to Streets and Highways Code Section 3110.5 a separate map of the area proposed to be annexed is required to be prepared and adopted; and

WHEREAS, City staff has caused to be prepared Annexation Boundary Map No. 7 for the property known as the Ranch Active Adult project, Exhibit A attached hereto, for the annexation of the property to No. 2018-2 (Community Places and Neighborhood Greens).

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

1. The Council so finds and determines the above recitals are true and correct.
2. Council approves Annexation Boundary Map No. 7 and finds and determines that the territory shown in the Annexation Boundary Map is hereby added to and made a part of the District with full legal effect.
3. The City Clerk is directed to execute and record Annexation Boundary Map No. 7 in the office of the County Recorder of Sacramento County not later than 15 days after the

adoption of this resolution.

4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal Year 2023-2024, and the rate and method of apportionment of said tax shall be as set forth in the Resolution of Formation of the District.
5. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in Exhibit B attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Boundary Map No. 7.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

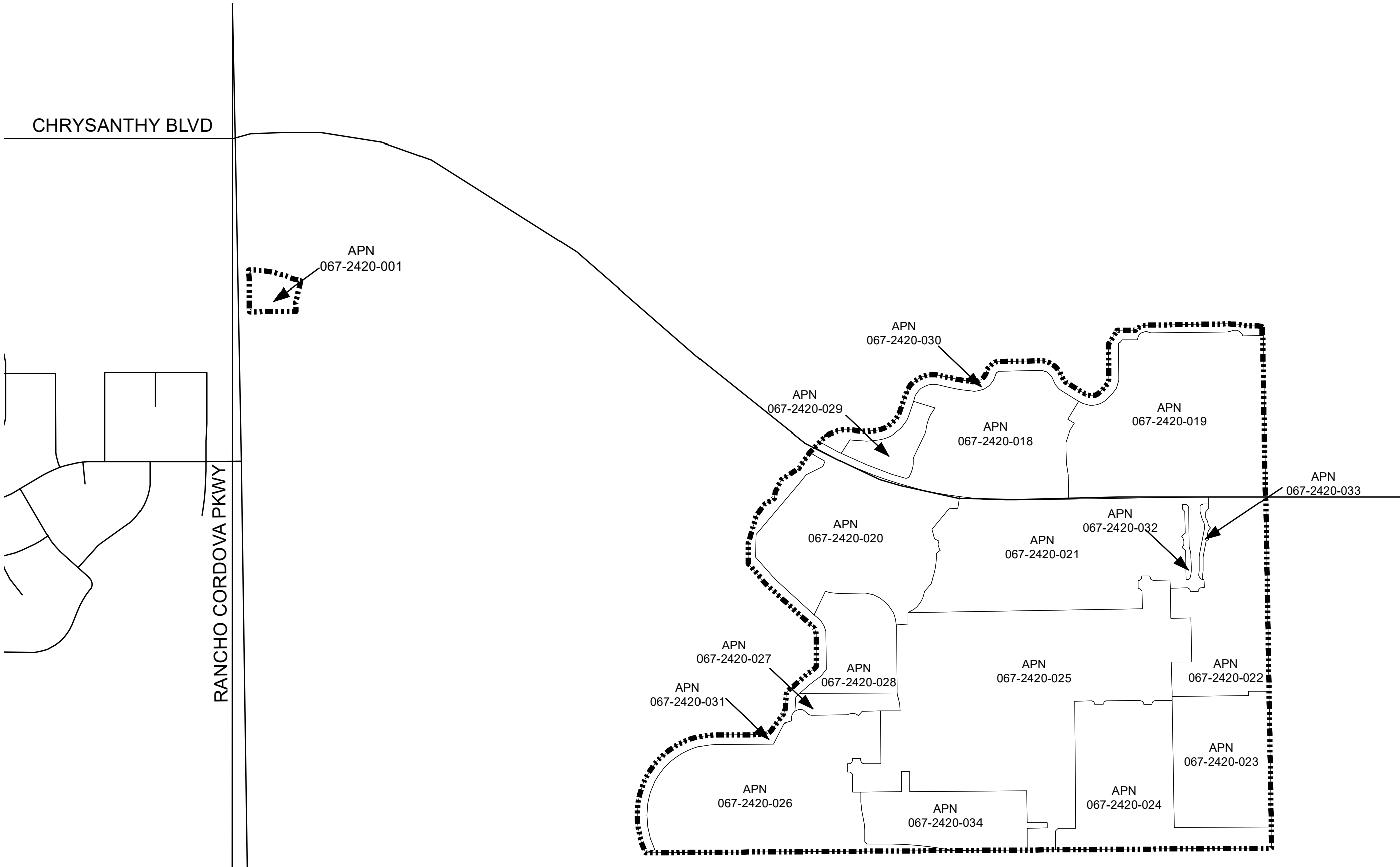
ABSTAIN:

ATTEST:

Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

PROPOSED BOUNDARY OF
ANNEXATION 7
(THE RANCH ACTIVE ADULT) TO
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(COMMUNITY PLACES AND NEIGHBORHOOD GREENS)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF ____ 2023.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 7 TO COMMUNITY FACILITIES DISTRICT NO. 2018-2, (COMMUNITY PLACES AND NEIGHBORHOOD GREENS), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF ____ 2023. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

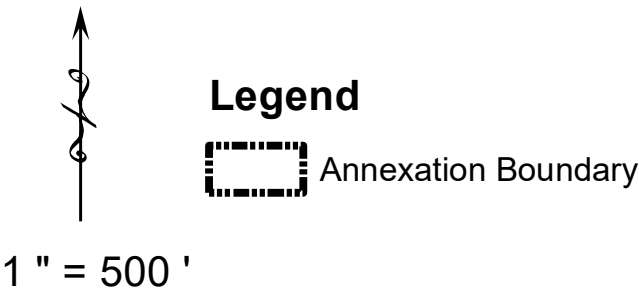
FILED THIS ____ DAY OF ____ 2023. AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____

REFERENCE THE SACRAMENTO COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS



HARRIS & ASSOCIATES
101 PROGRESS, SUITE 250
IRVINE, CALIFORNIA 92618
800-827-4901

AMENDED PROPOSED BOUNDARY MAP

City of Rancho Cordova
Annexation 7 (The Ranch Active Adult)
Community Facilities District No. 2018-2
County of Sacramento, California

Sheet 1 of 1

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention: City Clerk

AMENDED NOTICE OF SPECIAL TAX LIEN

**COMMUNITY FACILITIES DISTRICT NO. 2018-2
(COMMUNITY PLACES AND NEIGHBORHOOD GREENS)
OF THE CITY OF RANCHO CORDOVA**

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned clerk of the legislative body of the City of Rancho Cordova (the "City"), State of California, hereby gives notice that a lien to secure payment of special taxes is hereby imposed by the City Council of the City. The special taxes secured by this lien are authorized to be levied for the purpose of providing services as described in Exhibit A attached hereto and hereby made a part hereof.

The special taxes are authorized to be levied within Annexation Boundary Map No. 7 (the "Annexed Area") of the City of Rancho Cordova Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) (the "District"), which has now been officially annexed to the District, and the lien of the special taxes are a continuing lien which shall secure each annual levy of the special taxes and which shall continue in force and effect until the special taxes cease to be levied and a notice of cessation of special taxes is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of authorized special tax is as set forth in Exhibit B attached hereto and hereby made a part hereof. The obligation to pay the special tax may not be permanently satisfied by way of prepayment of the special tax and the lien of the special tax cannot be canceled in this manner.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levies shall become a lien upon all nonexempt real property within the District in accordance with Section 3115.5 of the Streets and Highways Code.

The name of the owner and the assessor's parcel number(s) of the real property included within the District and not exempt from the special tax are as set forth in Exhibit C attached hereto.

Reference is hereby made to the Notice of Special Tax Lien with respect to the District recorded on October 4, 2018, as Document No. 201810040991 page 15, in the office of the County Clerk & Recorder of the County of Sacramento, California, which contains a list of the then existing owners and assessor tax parcel numbers of the original boundaries of the District.

Reference is made to the boundary map of the District recorded on August 21, 2018, as Document No. 201808210674, at Book 126 of Maps of Assessment and Community Facilities Districts at Page No.19, in the office of the County Clerk & Recorder of the County of Sacramento, California, (the “ Original Boundary Map”), and the map of the Annexed Territory recorded at Book 133, Page 4, Document No. 202103290292 in the Office of the County Recorder for the County of Sacramento, State of California, which map together with the Original Boundary Map and the boundary maps of record for all prior annexations, are now the final boundary maps of the Community Facilities District including the Annexed Territory.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Department of Public Works of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670, (916) 851-8710.

Dated: _____

CITY CLERK OF THE CITY OF
RANCHO CORDOVA

EXHIBIT A

CITY OF RANCHO CORDOVA

COMMUNITY FACILITIES DISTRICT NO. 2018-2

(COMMUNITY PLACES AND NEIGHBORHOOD GREENS)

LIST OF FACILITIES AND SERVICES

The City of Rancho Cordova (the "City") is establishing Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) (the "CFD") to fund, in whole or in part, the following facilities and services (the terms "facilities" and "services" shall have the meaning as given in the Mello-Roos Community Facilities Act of 1982.

AUTHORIZED FACILITIES

The CFD is being established to fund the maintenance, operations, servicing, rehabilitation and replacement of CFD Facilities. The costs associated with the initial capital improvements required for the construction or installation of the Facilities are not included in the costs to be funded by the CFD. A general list of the Facilities to be maintained by the CFD include:

1. **Community Plazas.** Community Plazas are a component of the Community Places category of City Open Space, as defined in the City's Open Space Guidelines. Community Plazas are typically located in Village and Town Centers to provide areas for congregation, socializing and community events/activities. Two Community Plazas are planned for the CFD.

Specific amenities will be determined on a site by site basis. Typical amenities may include, but are not limited to, expanded public gathering space; outdoor seating and shade structures; signage and lighting; trash and recycling receptacles; bicycle parking; features of interest such as fountains, art work, engaging landscapes and other unique structures/treatments; hardscape areas; and formal landscaping in planter boxes.

2. **Bicycle Trails.** Bicycle Trails are a component of the Green Infrastructure category of City Open Space as defined in the City's Open Space Guidelines. A system of Bicycle Trails, defined as the *Class I Bicycle Trails East of Sunrise Boulevard* in the City's Bicycle Trails Master Plan, is planned for the CFD. This system of trails will have an estimated 250,530 linear feet of bicycle trails (over 47 miles) that will be a part of the City's overall Bicycle Trail network.

Primary trails are 16' in overall width (12' of asphalt pavement with a 2' shoulder on each side). Primary trails are typically located within a corridor of at least 50 feet in width, with larger widths up to 100 feet encouraged. Corridors of less than 50 feet in width may be accepted based on the unique opportunities

and constraints within a given development project. Secondary trails feed into primary trails and provide connections to significant corridors and local trails. Secondary trails are 14' in overall width (10' of asphalt pavement with a 2' shoulder on each side) and are typically located within a corridor of at least 35 feet in width, with larger widths encouraged.

Typical amenities for Bicycle Trails may include, but are not limited to, native and/or draught tolerant plants; railings and edge protections; grade separated crossings; signage and lighting; shade trees; and trailheads where trails begin or connect to other trails. Trailheads are small open space areas that may include benches; signage and lighting; trash and recycling receptacles; maps; and other elements to assist trail users.

3. **Neighborhood Greens.** Neighborhood Greens are the most commonly occurring component of the Community Places category of City Open Space, as defined in the City's Open Space Guidelines. Neighborhood Greens are small-scale urban and suburban open spaces serving as places to meet, gather, socialize, commune with nature or otherwise participate in passive recreation activities. Neighborhood Greens are typically located in small developed and landscaped areas generally within residential neighborhoods in new development areas.

Specific amenities will be determined on a site by site basis. Typical amenities may include, but are not limited to, public gathering space; multi-purpose tables and shade structures; signage and lighting; trash and recycling receptacles; water fountains, barbeque areas and bicycle parking; walking paths, including those with special paving materials; landscape areas and hardscape areas; and distinguished areas with a special design feature such as tree variety or amenity.

4. **Other Facilities.** In addition to the facilities described above, the following features as described in the City's Open Space Guidelines may be maintained by the CFD:

Community Places	Green Infrastructure
Neighborhood Greens	Pedestrian Trails
Town Greens	Pedestrian Paseos
Community Gardens / Rose Gardens / Display Gardens	Utility Easements
Water Resources / Streams / Ponds / Lakes	Green Streets
Community Wide Open Space Facilities	Local Residential Street Landscape Enhancement
Outdoor Amphitheaters	Enhanced Detention Basins / Drainage Ways

ITEM 16.8.

Exhibit B to the Resolution

Additionally, Facilities may include any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing CFD Facilities that are primarily for the benefit of the CFD; or 2) repair or rehabilitate existing CFD Facilities.

AUTHORIZED SERVICES

The CFD is being established to fund the cost of all authorized CFD Services which are to include, but are not limited to:

1. **Capital Replacement.** Capital Replacement includes any and all costs associated with repairing and replacing any of the Facilities described above.
2. **Maintenance.** Maintenance includes any and all costs associated with maintaining, operating and servicing all of the Facilities described above. This includes, but is not limited to the cost of labor, mechanical and automotive expenses, maintenance services, materials and supplies, water, electricity and other utilities, refuse collection, sewage disposal, security services or other costs incurred for the Facilities.
3. **General CFD Costs.** General Costs include any and all administrative costs associated with the CFD including, but not limited to, the costs of setting the annual levy and the collection of Special Taxes, such as county tax collection fees, consultant fees, legal fees and city staff costs.

Additionally, Services may include any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such services are related to at least one of the following criteria: 1) the augmentation, improvement or expansion of existing Facilities that are primarily for the benefit of the CFD; or 2) the reparation or rehabilitation of existing Facilities.

EXHIBIT B**City of Rancho Cordova****Community Facilities District No. 2018-2****(Community Places and Neighborhood Greens)*****RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX***

A Special Tax as described herein and authorized under the Mello-Roos Community Facilities Act of 1982 (the “Act”) shall be applicable to parcels of land within the Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) (the “CFD”) of the City of Rancho Cordova (the “City”), including any parcels of land subsequently annexed into the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted at the time of annexation. The Special Tax shall be levied and collected as determined by the City through the application of the Rate and Method of Apportionment as described below.

A. Definitions

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

“Age-Qualified Residential Parcel” means a Residential Parcel within an age-qualified community as defined in the Fair Housing Act of 1968 or the 1995 Housing for Older Persons Act including amendments to those Acts.

“Age-Qualified Multi-Family Residential Parcel” means a Multi-Family Residential Parcel that meets the criteria for an Age-Qualified Residential Parcel.

“Age-Qualified Single Family Residential Parcel” means a Single Family Residential Parcel that meets the criteria for an Age-Qualified Residential Parcel.

“Administrative Expenses” means the actual or reasonably estimated costs incurred by the City acting for and on behalf of the CFD as administrator thereof, to determine, levy and collect the Special Taxes, in responding to public inquiries regarding the Special Taxes, including salaries of City employees and a proportionate amount of the City’s general administrative overhead related thereto; the fees of consultants and legal counsel providing services related to the administration of the CFD; any amounts estimated or advanced by the City or CFD for any other administrative purposes; and any other costs required to administer the CFD as determined by the City.

“Annual Special Tax” means the total Special Tax levied against a Residential Parcel in the CFD in a Fiscal Year.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“Assessor’s Parcel Map” means an official map of the County Assessor of the County designating lots or parcels by an Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the Assessor’s Parcel Number for any Parcel based on the County Assessor’s secured property tax roll as of July 1 of each Fiscal Year.

“Authorized Facilities and Services” or “Facilities and Services” means the authorized facilities, maintenance activities and/or services, and expenses that may be funded by the CFD pursuant to the Act as amended, including, without limitation, the facilities and services authorized to be funded by the CFD as set forth in the documents adopted by the City Council at the time the CFD was formed.

“Base Year” means the Fiscal Year beginning July 1, 2018 and ending June 30, 2019.

“Building Permit” means a building permit issued by the City prior to the June 30 preceding the Fiscal Year in which the Special Tax is being levied.

“Capital Replacement Reserve Fund(s)” means a fund or funds that may be maintained for the CFD to provide for the accumulation and holding of funds for long-term capital projects, asset replacement, or other large anticipated expenditures.

“CFD” or “CFD No. 2018-2” means Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) of the City of Rancho Cordova.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova, acting as legislative body of the CFD.

“County” means the County of Sacramento.

“Developed Residential Parcel” means any residential parcel for which a building permit has been issued by the City prior to the start of the current Fiscal Year.

“Dwelling Unit” means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

“Final Subdivision Map” means a subdivision of property creating residential buildable lots by recordation of a Final Subdivision Map or parcel map pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to the California Civil Code 1352, that creates individual lots for which building permits may be issued without further subdivision and is recorded prior to June 30 preceding the Fiscal Year in which the Special Tax is being levied.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Maximum Annual Special Tax” means the Maximum Special Tax that may be levied against a Taxable Parcel in a Fiscal Year determined in accordance with Section C and Section D.

“Maximum Special Tax Rate” means the amount shown in Section C that is used in calculating the Maximum Annual Special Tax that may be levied on a Residential Parcel based on its residential land use and the number of residential Dwelling Units on the Parcel for a Fiscal Year.

“Multi-Family Residential Parcel” means a Residential Parcel with authorized residential use to consist of two or more for-rent Dwelling Units that share common walls, including, but not limited to, apartments and Residential Property that are not for sale to an end user and are under common management.

“Operating Reserve Fund” means a fund that may be maintained for the CFD each Fiscal Year to provide necessary cash flow to pay for the operation, maintenance and servicing of the CFD Facilities, Administrative Expenses and any other allowable CFD costs through the first six months of each Fiscal Year, which is at or around the time in which the City will receive the first allocation from the County of the annual Special Tax levy.

“Other Land Use Parcel” means a Taxable Parcel that does not have authorized residential use that is verified by issuance of a Building Permit for residential use, secured assessment roll classification for residential land use and assessed valuation that includes the improved value of residential Dwelling Unit(s) by the County Assessor, Final Subdivision Map or other authorization of the City or County allowing the Parcel to be used for residential purposes.

“Proportionately” means that the ratio of the Annual Special Tax to the Maximum Annual Special Tax is equal for all Taxable Parcels levied within the CFD.

“Public Parcel” means any Parcel, in its entirety, that is or is intended to be publicly owned and is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, fire stations, police stations, and public drainage ways; public landscaping, wetlands, greenbelts, and public open space. These parcels are exempt from the levy of Special Taxes and classified as Tax-Exempt Parcels.

“Residential Parcel” means a Taxable Parcel that does have authorized residential use. A Residential Parcel is further classified as either a Single-Family Residential or a Multi-Family Residential Parcel depending on the type of residential use authorized for the Parcel. Once classified as a Residential Parcel, no Parcel shall be removed from the Residential Parcel classification unless the Building Permit or other authorization expires, is revoked, or is otherwise terminated.

“Resolution of Formation” means the City Council resolution establishing the CFD and authorizing the levy the Special Tax.

“Single-Family Residential Parcel” means a Residential Parcel with authorized residential use to consist of one Dwelling Unit that may or may not share common walls with one or more other Dwelling Unit(s), including, but not limited to, detached homes, duplexes, triplexes, townhomes, condominiums, and other Residential Parcels that are for sale to an end user and are not under common management.

“Special Tax” means any Special Tax authorized to be levied in the CFD under the Act and the Resolution of Formation.

“Special Tax Requirement” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs for the operation, maintenance and services of the Authorized Facilities and Services during such Fiscal Year based upon the service levels established at the time of formation or as may be amended by the City in the future, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish the Operating Reserve Fund, (iv) establish or replenish the Capital Replacement Reserve Fund(s), (v) pay incidental expenses related to the Authorized Facilities and Services as authorized pursuant to the Act, and less (vi) any excess

funds available in the Operating Reserve Fund, the Capital Replacement Reserve Fund(s), or other funds associated with the CFD as determined by the CFD Administrator.

“Tax Escalation Factor” means an annual percentage increase equal to the greater of (i) the annual average Consumer Price Index (CPI), for San Francisco-Oakland-San Jose, All Urban Consumers (CPI-U) for the prior calendar year, or (ii) three percent (3%). If the CPI listed above is no longer published, the Administrator shall select a new tax escalation factor that is reasonably comparable to the CPI that is no longer published.

“Taxable Parcel” means any Parcel that is not a Tax-Exempt Parcel.

“Tax-Exempt Parcel” means a Parcel not subject to the Special Tax. Tax-Exempt Parcels are Public Parcels (subject to the limitations set forth in Section B), or privately owned Parcels that are non-developable, such as common areas, wetlands, and open space, all of which are exempt from the levy of Special Taxes as determined by the City.

“Tax Zone” means one of two (2) mutually exclusive tax zones identified in Exhibit 1 of this Rate and Method of Apportionment, which may be updated to include new assessor’s parcels or new Tax Zones added to the CFD as a result of future annexations.

“Tax Zone A” means the Tax Zone that includes parcels located in a development that has local neighborhood greens within such development that will be maintained by the City.

“Tax Zone B” means the Tax Zone that includes parcels located in a development that does not have local neighborhood greens within such development or has local neighborhood greens that will be maintained by an entity or agency other than the City.

“Total Annual Special Tax” means the total of the Annual Special Taxes levied against all Residential Parcels in the CFD in a Fiscal Year.

“Total Maximum Annual Special Tax” means the total of the Maximum Special Taxes that could be levied against all Residential Parcels in the CFD in a Fiscal Year.

“Undeveloped Residential Parcel” means any residential parcel for which a building permit has not been issued by the City prior to the start of the current Fiscal Year.

B. Data Collection for the Annual Special Tax Levy

On July 1 of each Fiscal Year, commencing with the Base Year, the Administrator shall classify the Parcels in the CFD using the Definitions in Section A, the Parcel records of the Assessor’s secured property tax roll as of July 1 and other City or County development approval records as follows:

- i. Each Parcel shall be assigned to either Tax Zone A or Tax Zone B;*
- ii. Each Parcel shall be classified as a Taxable Parcel or a Tax-Exempt Parcel;*
- iii. Each Taxable Parcel shall be further classified as a Residential Parcel or an Other Land Use Parcel;*

- iv. *Each Residential Parcel for shall be classified as a Single-Family Residential Parcel or a Multi-Family Residential Parcel;*
- v. *Each Residential Parcel that meets the criteria for an Age-Qualified Residential Parcel shall be further designated as either an Age-Qualified Single Family Residential Parcel or an Age-Qualified Multi-Family Residential Parcel*

If a Tax-Exempt Parcel is converted to a Taxable Parcel as a result of the sale of a Tax-Exempt Parcel to a private owner for residential development, it shall become subject to the Special Tax.

Conversely, if a Taxable Parcel is converted to a Tax-Exempt Parcel as a result of either (i) the sale of the Taxable Parcel to a public entity, and such entity is normally exempt from the levy of general ad valorem property taxes under California law or (ii) the inability of the private owner to develop the parcel as described in the definition of "Tax-Exempt Parcel," it shall become a Tax-Exempt Parcel.

C. **Maximum Special Tax Rates**

The annual Maximum Special Tax Rates for Residential Parcels for Base Year 2018/19 are as follows:

Residential Land Use	Maximum Special Tax per Dwelling Unit	
	Tax Zone A	Tax Zone B
Single-Family Residential Parcel		
Age-Qualified Single Family Residential Parcel	\$115.84	\$28.49
Multi-Family Residential Parcel	\$78.54	\$19.32
Age-Qualified Multi-Family Residential Parcel	\$60.48	\$14.88
	\$41.01	\$10.09

For each Fiscal Year following the Base Year, each of the Maximum Annual Special Tax Rates shall be increased from the prior Fiscal Year's respective Maximum Annual Special Tax Rates by multiplying such prior Fiscal Year Maximum Special Tax Rates by the Tax Escalation Factor.

D. Determination of Multi-Family Residential Parcel's Maximum Annual Special Tax *When a building permit is issued for a Multi-Family Residential Parcel, the Maximum Annual Special Tax for the Parcel for which such building permit has been issued for each Fiscal Year shall be determined by multiplying the number of Dwelling Units assigned to the Parcel times the Maximum Special Tax Rate for the Parcel as determined in Section C.*

E. Levy of the Annual Special Tax

Each year, the CFD Administrator shall levy the Annual Special Tax commencing with Fiscal Year 2018-2019, and for each Fiscal Year thereafter as follows:

- i. Each Year on July 1, the CFD Administrator shall determine the Special Tax Requirement for the current Fiscal Year.
- ii. The Annual Special Tax shall be levied proportionately on each Developed Residential Parcel within each Tax Zone up to 100% of the applicable Maximum Annual Special Tax, not to exceed the Special Tax Requirement for the current Fiscal Year.
- iii. If additional revenue is required to equal the Special Tax Requirement for the current Fiscal Year, the Annual Special Tax shall be levied proportionately on Undeveloped Residential Parcels up to 100% of the Maximum Annual Special Tax, not to exceed the remainder of the Annual Special Tax Requirement for which a Final Subdivision Map has been approved and Authorized Facilities have been accepted for maintenance by the City.

Under no circumstances will the Annual Special Tax levied in any Fiscal Year against any Residential Parcel be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the CFD by more than 10 percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

F. Manner of Collection

The Annual Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, that the Administrator or its designee may directly bill the Annual Special Tax and may collect the Annual Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

The Administrator shall prepare a listing of the amount of the of the Annual Special Tax levy for each Taxable Parcel and send it to the County Auditor-Controller requesting that it be placed on the County's secured property tax roll for that Fiscal Year.

G. Limitations

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on any Other Land Use Parcel, Public Parcel or Tax-Exempt Parcel.

H. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity, unless and until such time the City determines the revenues are no longer needed, in which case the Special Tax shall cease to be levied and City shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax

shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

I. Appeals

Any taxpayer who believes that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the City appealing the levy of the Special Tax. The City will then promptly review the appeal, and if necessary, meet with the applicant. If the City verifies that the Special Tax should be modified or changed, the Special Tax levy shall be corrected and, if applicable, a refund or revised tax bill shall be granted for the current Fiscal Year.

Interpretations may be made by Resolution of the City Council for purposes of clarifying any vagueness or ambiguity as it relates to the Maximum Annual Special Tax Rate, the method of apportionment, the classification of properties or any definition applicable to the CFD.

J. Prepayment of the Special Tax Obligation

The Special Tax for a Taxable Parcel may not be prepaid. The Special Tax is collected to fund Authorized Facilities and Services in perpetuity, or until the City Council determines that the Special Tax should no longer be collected.

Rate and Method of Apportionment

EXHIBIT 1

TAX ZONE DESIGNATIONS

**PROPOSED BOUNDARY OF
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(COMMUNITY PLACES AND NEIGHBORHOOD GREENS)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA**

CLERK'S MAP STATEMENT
FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF ____ 2018.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT
I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2018-2, (COMMUNITY PLACES AND NEIGHBORHOOD GREENS), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF ____ 2018. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT
FILED THIS ____ DAY OF ____ 2018. AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____

Legend
CFD Boundary
Development Boundary Line

1" = 625'

HARRIS & ASSOCIATES
22 EXECUTIVE PARK SUITE 200
IRVINE, CALIFORNIA 92614
800-827-4901

PROPOSED BOUNDARY MAP
City of Rancho Cordova
Community Facilities District No. 2018-2
County of Sacramento, California
Sheet 1 of 2

EXHIBIT C

COMMUNITY FACILITIES DISTRICT NO. 2018-2
(COMMUNITY PLACES AND NEIGHBORHOOD GREENS)
OF THE CITY OF RANCHO CORDOVA

NAMES OF OWNER(S) AND THE ASSESSOR'S PARCEL NUMBER(S)

ASSESSOR PARCEL
NUMBER

067-2420-018-0000
067-2420-019-0000
067-2420-020-0000
067-2420-021-0000
067-2420-022-0000
067-2420-023-0000
067-2420-024-0000
067-2420-025-0000
067-2420-026-0000
067-2420-027-0000
067-2420-028-0000
067-2420-029-0000
067-2420-030-0000
067-2420-031-0000
067-2420-032-0000
067-2420-033-0000
067-2420-034-0000
067-2420-001-0000

NAME OF PROPERTY OWNERS

K.HOVNANIAN AT JAEGER RANCH,
LLC

CITY OF RANCHO CORDOVA
Community Facilities District No. 2018-2
(Community Places and Neighborhood Greens)

Annexation No. 7

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters

To the City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 956703

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of K.HOVNANIAN AT JAEGER RANCH, LLC, a California limited liability company, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Rancho Cordova Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) (the "CFD")", and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner (whether one or more) identified below as or for the recorded owner(s) of the Property identified below. The Property Owner warrants to the City of Ranch Cordova (the "City") that they are such Property Owner or is legally authorized to execute this Unanimous Approval for and on behalf of such Property Owner.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services (the "Services") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services, according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B describes the maximum special tax rate for the Services. This annexed property is placed in Tax Zone A for purposes of computation of the Special Tax.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was heretofore recorded in the Office of the County Recorder of the County of Sacramento, State of California on September 14, 2018, recorded at Book 20180914 at Page 0535.

The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the Office of the County Recorder of the County of Sacramento an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. City Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property. If requested by the City, the Property Owner agrees, at its own expense, to supply to the City, current title evidence so that the City may verify ownership for the annexation to the CFD.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

County of Sacramento Assessor's Parcel Numbers:

067-2420-018: The property consists of a total of 11.22 acres.

067-2420-019: The property consists of a total of 17.74 acres.

067-2420-020: The property consists of a total of 12.83 acres.

067-2420-021: The property consists of a total of 17.22 acres.

067-2420-022: The property consists of a total of 9.30 acres.

067-2420-023: The property consists of a total of 7.94 acres.

067-2420-024: The property consists of a total of 10.51 acres.
067-2420-025: The property consists of a total of 29.07 acres.
067-2420-026: The property consists of a total of 15.82 acres.
067-2420-027: The property consists of a total of 1.26 acres.
067-2420-028: The property consists of a total of 4.53 acres.
067-2420-029: The property consists of a total of 1.80 acres.
067-2420-030: The property consists of a total of 3.20 acres.
067-2420-031: The property consists of a total of 3.46 acres.
067-2420-032: The property consists of a total of 0.23 acres.
067-2420-033: The property consists of a total of 0.21 acres.
067-2420-034: The property consists of a total of 5.92 acres.
067-2420-001: The property consists of a total of 1.12 acres.

The property consists of a total of 153.38 acres.

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

The Petitioner (record owner) of the Property is:

Property Owner

K.HOVNANIAN AT JAEGER RANCH, LLC
a California limited liability company

Signature of Petitioner: _____

Yahya Zakour Baayoun
Division President

Date: _____

9/11/23

The address to which the ballots for the CFD elections are to be sent:

3721 Douglas Blvd., Suite 150
Roseville, CA 95661

EXHIBIT A

CITY OF RANCHO CORDOVA
Community Facilities District No. 2018-2
(Community Places and Neighborhood Greens)

LIST OF FACILITIES AND SERVICES AUTHORIZED TO BE FUNDED

The City of Rancho Cordova (the "City") is establishing Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) (the "CFD") to fund, in whole or in part, the following facilities and services (the terms "facilities" and "services" shall have the meaning as given in the Mello-Roos Community Facilities Act of 1982.

AUTHORIZED FACILITIES

The CFD is being established to fund the maintenance, operations, servicing, rehabilitation and replacement of CFD Facilities. The costs associated with the initial capital improvements required for the construction or installation of the Facilities are not included in the costs to be funded by the CFD. A general list of the Facilities to be operated, maintained and serviced by the CFD include:

1. **Community Plazas.** Community Plazas are a component of the Community Places category of City Open Space, as defined in the City's Open Space Guidelines. Community Plazas are typically located in Village and Town Centers to provide areas for congregation, socializing and community events/activities. Two Community Plazas are planned for the CFD.

Specific amenities will be determined on a site-by-site basis. Typical amenities may include, but are not limited to, expanded public gathering space; outdoor seating and shade structures; signage and lighting; trash and recycling receptacles; bicycle parking; features of interest such as fountains, art work, engaging landscapes and other unique structures/treatments; hardscape areas; and formal landscaping in planter boxes.

2. **Bicycle Trails.** Bicycle Trails are a component of the Green Infrastructure category of City Open Space as defined in the City's Open Space Guidelines. A system of Bicycle Trails, defined as the Class I Bicycle Trails East of Sunrise Boulevard in the City's Bicycle Trails Master Plan, is planned for the CFD. This system of trails will have an estimated 250,530 linear feet of bicycle trails (over 47 miles) that will be a part of the City's overall Bicycle Trail network.

Primary trails are 16' in overall width (12' of asphalt pavement with a 2' shoulder on each side). Primary trails are typically located within a corridor of at least 50 feet in width, with larger widths up to 100 feet encouraged. Corridors of less than 50 feet in width may be accepted based on the unique opportunities and constraints within a given development project. Secondary trails feed into primary trails and provide connections to significant corridors and local trails. Secondary trails are 14' in overall width (10' of asphalt pavement with a 2' shoulder

on each side) and are typically located within a corridor of at least 35 feet in width, with larger widths encouraged.

Typical amenities for Bicycle Trails may include, but are not limited to, native and/or draught tolerant plants; railings and edge protections; grade separated crossings; signage and lighting; shade trees; and trailheads where trails begin or connect to other trails. Trailheads are small open space areas that may include benches; signage and lighting; trash and recycling receptacles; maps; and other elements to assist trail users.

3. **Neighborhood Greens.** Neighborhood Greens are the most commonly occurring component of the Community Places category of City Open Space, as defined in the City's Open Space Guidelines. Neighborhood Greens are small-scale urban and suburban open spaces serving as places to meet, gather, socialize, commune with nature or otherwise participate in passive recreation activities. Neighborhood Greens are typically located in small developed and landscaped areas generally within residential neighborhoods in new development areas.

Specific amenities will be determined on a site-by-site basis. Typical amenities may include, but are not limited to, public gathering space; multi-purpose tables, benches and shade structures; signage and lighting; trash and recycling receptacles; water fountains, barbeque areas and bicycle parking; walking paths, including those with special paving materials; landscape areas and hardscape areas; and distinguished areas with a special design feature such as tree variety or other similar amenity.

4. **Other Facilities.** In addition to the facilities described above, the following features as described in the City's Open Space Guidelines may be maintained by the CFD:

Community Places	Green Infrastructure
Neighborhood Greens	Pedestrian Trails
Town Greens	Pedestrian Paseos
Community Gardens / Rose Gardens / Display Gardens	Utility Easements
Water Resources / Streams / Ponds / Lakes	Green Streets
Community Wide Open Space Facilities	Local Residential Street Landscape Enhancement
Outdoor Amphitheaters	Enhanced Detention Basins / Drainage Ways

Additionally, Facilities may include any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing CFD

Facilities that are primarily for the benefit of the CFD; or 2) repair or rehabilitate existing CFD Facilities.

AUTHORIZED SERVICES

The CFD is being established to fund the cost of all authorized CFD Services which are to include, but are not limited to:

1. **Capital Replacement.** Capital Replacement includes any and all costs associated with repairing and replacing any of the Facilities described above.
2. **Maintenance.** Maintenance includes any and all costs associated with maintaining, operating and servicing all of the Facilities described above. This includes, but is not limited to the cost of labor, mechanical and automotive expenses, maintenance services, materials and supplies, water, electricity and other utilities, refuse collection, sewage disposal, security services or other costs incurred for the Facilities.
3. **General CFD Costs.** General Costs include any and all administrative costs associated with the CFD including, but not limited to, the costs of setting the annual levy and the collection of Special Taxes, such as county tax collection fees, consultant fees, legal fees and city staff costs.

Additionally, Services may include any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such services are related to at least one of the following criteria: 1) the augmentation, improvement or expansion of existing Facilities that are primarily for the benefit of the CFD; or 2) the reparation or rehabilitation of existing Facilities.

EXHIBIT B

CITY OF RANCHO CORDOVA

Community Facilities District No. 2018-2

(Community Places and Neighborhood Greens)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax as described herein and authorized under the Mello-Roos Community Facilities Act of 1982 (the “Act”) shall be applicable to parcels of land within the Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) (the “CFD”) of the City of Rancho Cordova (the “City”), including any parcels of land subsequently annexed into the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted at the time of annexation. The Special Tax shall be levied and collected as determined by the City through the application of the Rate and Method of Apportionment as described below.

A. Definitions

“**Act**” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

“**Age-Qualified Residential Parcel**” means a Residential Parcel within an age-qualified community as defined in the Fair Housing Act of 1968 or the 1995 Housing for Older Persons Act including amendments to those Acts.

“**Age-Qualified Multi-Family Residential Parcel**” means a Multi-Family Residential Parcel that meets the criteria for an Age-Qualified Residential Parcel.

“**Age-Qualified Single Family Residential Parcel**” means a Single Family Residential Parcel that meets the criteria for an Age-Qualified Residential Parcel.

“**Administrative Expenses**” means the actual or reasonably estimated costs incurred by the City acting for and on behalf of the CFD as administrator thereof, to determine, levy and collect the Special Taxes, in responding to public inquiries regarding the Special Taxes, including salaries of City employees and a proportionate amount of the City’s general administrative overhead related thereto; the fees of consultants and legal counsel providing services related to the administration of the CFD; any amounts estimated or advanced by the City or CFD for any other administrative purposes; and any other costs required to administer the CFD as determined by the City.

“**Annual Special Tax**” means the total Special Tax levied against a Residential Parcel in the CFD in a Fiscal Year.

“**Assessor’s Parcel**” or “**Parcel**” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

“**Assessor’s Parcel Map**” means an official map of the County Assessor of the County designating lots or parcels by an Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the Assessor’s Parcel Number for any Parcel based on the County Assessor’s secured property tax roll as of July 1 of each Fiscal Year.

“Authorized Facilities and Services” or “Facilities and Services” means the authorized facilities, maintenance activities and/or services, and expenses that may be funded by the CFD pursuant to the Act as amended, including, without limitation, the facilities and services authorized to be funded by the CFD as set forth in the documents adopted by the City Council at the time the CFD was formed.

“Base Year” means the Fiscal Year beginning July 1, 2018 and ending June 30, 2019.

“Building Permit” means a building permit issued by the City prior to the June 30 preceding the Fiscal Year in which the Special Tax is being levied.

“Capital Replacement Reserve Fund(s)” means a fund or funds that may be maintained for the CFD to provide for the accumulation and holding of funds for long-term capital projects, asset replacement, or other large anticipated expenditures.

“CFD” or “CFD No. 2018-2” means Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) of the City of Rancho Cordova.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova, acting as legislative body of the CFD.

“County” means the County of Sacramento.

“Developed Residential Parcel” means any residential parcel for which a building permit has been issued by the City prior to the start of the current Fiscal Year.

“Dwelling Unit” means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

“Final Subdivision Map” means a subdivision of property creating residential buildable lots by recordation of a Final Subdivision Map or parcel map pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to the California Civil Code 1352, that creates individual lots for which building permits may be issued without further subdivision and is recorded prior to June 30 preceding the Fiscal Year in which the Special Tax is being levied.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Maximum Annual Special Tax” means the Maximum Special Tax that may be levied against a Taxable Parcel in a Fiscal Year determined in accordance with Section C and Section D.

“Maximum Special Tax Rate” means the amount shown in Section C that is used in calculating the Maximum Annual Special Tax that may be levied on a Residential Parcel

based on its residential land use and the number of residential Dwelling Units on the Parcel for a Fiscal Year.

“Multi-Family Residential Parcel” means a Residential Parcel with authorized residential use to consist of two or more for-rent Dwelling Units that share common walls, including, but not limited to, apartments and Residential Property that are not for sale to an end user and are under common management.

“Operating Reserve Fund” means a fund that may be maintained for the CFD each Fiscal Year to provide necessary cash flow to pay for the operation, maintenance and servicing of the CFD Facilities, Administrative Expenses and any other allowable CFD costs through the first six months of each Fiscal Year, which is at or around the time in which the City will receive the first allocation from the County of the annual Special Tax levy.

“Other Land Use Parcel” means a Taxable Parcel that does not have authorized residential use that is verified by issuance of a Building Permit for residential use, secured assessment roll classification for residential land use and assessed valuation that includes the improved value of residential Dwelling Unit(s) by the County Assessor, Final Subdivision Map or other authorization of the City or County allowing the Parcel to be used for residential purposes.

“Proportionately” means that the ratio of the Annual Special Tax to the Maximum Annual Special Tax is equal for all Taxable Parcels levied within the CFD.

“Public Parcel” means any Parcel, in its entirety, that is or is intended to be publicly owned and is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, fire stations, police stations, and public drainage ways; public landscaping, wetlands, greenbelts, and public open space. These parcels are exempt from the levy of Special Taxes and classified as Tax-Exempt Parcels.

“Residential Parcel” means a Taxable Parcel that does have authorized residential use. A Residential Parcel is further classified as either a Single-Family Residential or a Multi-Family Residential Parcel depending on the type of residential use authorized for the Parcel. Once classified as a Residential Parcel, no Parcel shall be removed from the Residential Parcel classification unless the Building Permit or other authorization expires, is revoked, or is otherwise terminated.

“Resolution of Formation” means the City Council resolution establishing the CFD and authorizing the levy the Special Tax.

“Single-Family Residential Parcel” means a Residential Parcel with authorized residential use to consist of one Dwelling Unit that may or may not share common walls with one or more other Dwelling Unit(s), including, but not limited to, detached homes, duplexes, triplexes, townhomes, condominiums, and other Residential Parcels that are for sale to an end user and are not under common management.

“Special Tax” means any Special Tax authorized to be levied in the CFD under the Act and the Resolution of Formation.

“Special Tax Requirement” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs for the operation, maintenance and

services of the Authorized Facilities and Services during such Fiscal Year based upon the service levels established at the time of formation or as may be amended by the City in the future, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish the Operating Reserve Fund, (iv) establish or replenish the Capital Replacement Reserve Fund(s), (v) pay incidental expenses related to the Authorized Facilities and Services as authorized pursuant to the Act, and less (vi) any excess funds available in the Operating Reserve Fund, the Capital Replacement Reserve Fund(s), or other funds associated with the CFD as determined by the CFD Administrator.

“Tax Escalation Factor” means an annual percentage increase equal to the greater of (i) the annual average Consumer Price Index (CPI), for San Francisco-Oakland-San Jose, All Urban Consumers (CPI-U) for the prior calendar year, or (ii) three percent (3%). If the CPI listed above is no longer published, the Administrator shall select a new tax escalation factor that is reasonably comparable to the CPI that is no longer published.

“Taxable Parcel” means any Parcel that is not a Tax-Exempt Parcel.

“Tax-Exempt Parcel” means a Parcel not subject to the Special Tax. Tax-Exempt Parcels are Public Parcels (subject to the limitations set forth in Section B), or privately owned Parcels that are non-developable, such as common areas, wetlands, and open space, all of which are exempt from the levy of Special Taxes as determined by the City.

“Tax Zone” means one of two (2) mutually exclusive tax zones identified in Exhibit 1 of this Rate and Method of Apportionment, which may be updated to include new assessor’s parcels or new Tax Zones added to the CFD as a result of future annexations.

“Tax Zone A” means the Tax Zone that includes parcels located in a development that has local neighborhood greens within such development that will be maintained by the City.

“Tax Zone B” means the Tax Zone that includes parcels located in a development that does not have local neighborhood greens within such development or has local neighborhood greens that will be maintained by an entity or agency other than the City.

“Total Annual Special Tax” means the total of the Annual Special Taxes levied against all Residential Parcels in the CFD in a Fiscal Year.

“Total Maximum Annual Special Tax” means the total of the Maximum Special Taxes that could be levied against all Residential Parcels in the CFD in a Fiscal Year.

“Undeveloped Residential Parcel” means any residential parcel for which a building permit has not been issued by the City prior to the start of the current Fiscal Year.

B. Data Collection for the Annual Special Tax Levy

On July 1 of each Fiscal Year, commencing with the Base Year, the Administrator shall classify the Parcels in the CFD using the Definitions in Section A, the Parcel records of the Assessor’s secured property tax roll as of July 1 and other City or County development approval records as follows:

- i. Each Parcel shall be assigned to either Tax Zone A or Tax Zone B;*
- ii. Each Parcel shall be classified as a Taxable Parcel or a Tax-Exempt Parcel;*

- iii. *Each Taxable Parcel shall be further classified as a Residential Parcel or an Other Land Use Parcel;*
- iv. *Each Residential Parcel shall be classified as a Single-Family Residential Parcel or a Multi-Family Residential Parcel;*
- v. *Each Residential Parcel that meets the criteria for an Age-Qualified Residential Parcel shall be further designated as either an Age-Qualified Single Family Residential Parcel or an Age-Qualified Multi-Family Residential Parcel*

If a Tax-Exempt Parcel is converted to a Taxable Parcel as a result of the sale of a Tax-Exempt Parcel to a private owner for residential development, it shall become subject to the Special Tax.

Conversely, if a Taxable Parcel is converted to a Tax-Exempt Parcel as a result of either (i) the sale of the Taxable Parcel to a public entity, and such entity is normally exempt from the levy of general ad valorem property taxes under California law or (ii) the inability of the private owner to develop the parcel as described in the definition of "Tax-Exempt Parcel," it shall become a Tax-Exempt Parcel.

C. Maximum Special Tax Rates

The annual Maximum Special Tax Rates for Residential Parcels for Base Year 2018/19 are as follows:

Residential Land Use	Maximum Special Tax per Dwelling Unit	
	Tax Zone A	Tax Zone B
Single-Family Residential Parcel		
Age-Qualified Single Family Residential Parcel	\$115.84	\$28.49
Multi-Family Residential Parcel	\$78.54	\$19.32
Age-Qualified Multi-Family Residential Parcel	\$60.48	\$14.88
	\$41.01	\$10.09

For each Fiscal Year following the Base Year, each of the Maximum Annual Special Tax Rates shall be increased from the prior Fiscal Year's respective Maximum Annual Special Tax Rates by multiplying such prior Fiscal Year Maximum Special Tax Rates by the Tax Escalation Factor.

D. Determination of Multi-Family Residential Parcel's Maximum Annual Special Tax

When a building permit is issued for a Multi-Family Residential Parcel, the Maximum Annual Special Tax for the Parcel for which such building permit has been issued for each Fiscal Year shall be determined by multiplying the number of Dwelling Units assigned to the Parcel times the Maximum Special Tax Rate for the Parcel as determined in Section C.

E. Levy of the Annual Special Tax

Each year, the CFD Administrator shall levy the Annual Special Tax commencing with Fiscal Year 2018-2019, and for each Fiscal Year thereafter as follows:

- i.* Each Year on July 1, the CFD Administrator shall determine the Special Tax Requirement for the current Fiscal Year.
- ii.* The Annual Special Tax shall be levied proportionately on each Developed Residential Parcel within each Tax Zone up to 100% of the applicable Maximum Annual Special Tax, not to exceed the Special Tax Requirement for the current Fiscal Year.
- iii.* If additional revenue is required to equal the Special Tax Requirement for the current Fiscal Year, the Annual Special Tax shall be levied proportionately on Undeveloped Residential Parcels up to 100% of the Maximum Annual Special Tax, not to exceed the remainder of the Annual Special Tax Requirement for which a Final Subdivision Map has been approved and Authorized Facilities have been accepted for maintenance by the City.

Under no circumstances will the Annual Special Tax levied in any Fiscal Year against any Residential Parcel be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the CFD by more than 10 percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

F. Manner of Collection

The Annual Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, that the Administrator or its designee may directly bill the Annual Special Tax and may collect the Annual Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

The Administrator shall prepare a listing of the amount of the of the Annual Special Tax levy for each Taxable Parcel and send it to the County Auditor-Controller requesting that it be placed on the County's secured property tax roll for that Fiscal Year.

G. Limitations

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on any Other Land Use Parcel, Public Parcel or Tax-Exempt Parcel.

H. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity, unless and until such time the City determines the revenues are no longer needed, in which case the Special Tax shall cease to be levied and City shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

I. Appeals

Any taxpayer who believes that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the City appealing the levy of the Special Tax. The City will then promptly review the appeal, and if necessary, meet with the applicant. If the City verifies that the Special Tax should be modified or changed, the Special Tax levy shall be corrected and, if applicable, a refund or revised tax bill shall be granted for the current Fiscal Year.

Interpretations may be made by Resolution of the City Council for purposes of clarifying any vagueness or ambiguity as it relates to the Maximum Annual Special Tax Rate, the method of apportionment, the classification of properties or any definition applicable to the CFD.

J. Prepayment of the Special Tax Obligation

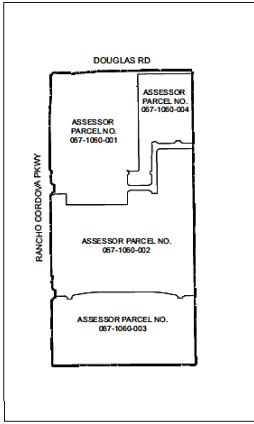
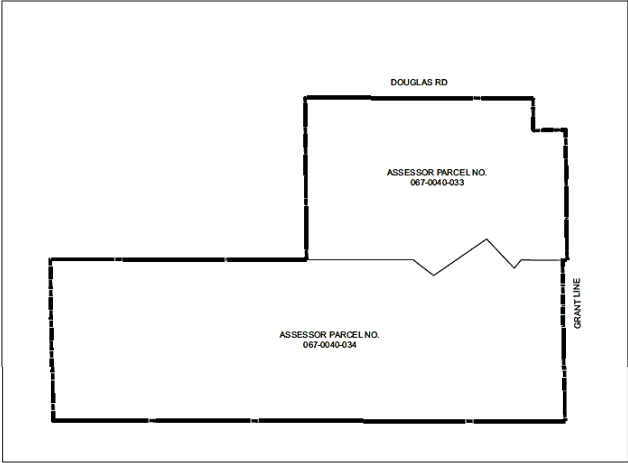
The Special Tax for a Taxable Parcel may not be prepaid. The Special Tax is collected to fund Authorized Facilities and Services in perpetuity, or until the City Council determines that the Special Tax should no longer be collected.

RATE AND METHOD OF APPORTIONMENT

EXHIBIT 1

TAX ZONE DESIGNATIONS

PROPOSED BOUNDARY OF
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(COMMUNITY PLACES AND NEIGHBORHOOD GREENS)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

CLERK'S MAP STATEMENT
FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF ____ 2018.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT
I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2018-2, (COMMUNITY PLACES AND NEIGHBORHOOD GREENS), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF ____ 2018. BY ITS RESOLUTION NO. ____.

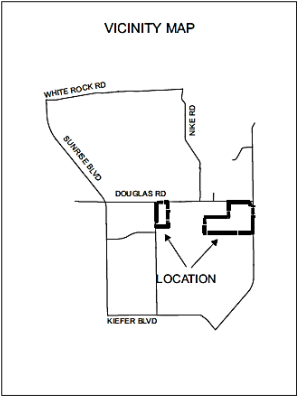
CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT
FILED THIS ____ DAY OF ____ 2018. AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____




Legend
 Boundary


 1" = 625'

PROPOSED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2018-2
County of Sacramento, California

Sheet 1 of 2


 HARRIS & ASSOCIATES
 22 EXECUTIVE PARK SUITE 200
 IRVINE, CALIFORNIA 92614
 800-827-4901

MEMORANDUM



ITEM 16.9.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: 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 RANCH ACTIVE ADULT PROJECT**

RECOMMENDATION

Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Ranch Active Adult 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 Ranch Active Adult project.

BACKGROUND

The Council previously approved the Ranch Active Adult 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 Ranch Active Adult 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 2023-2024 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 October 16, 2023, 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 City's 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 Boundary Map
4. Stormwater Utility Fee Rate Sheet Fiscal Year 2023-24
5. Petition with Waivers

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DESIGNATING A TIME AND PLACE FOR HEARING PROTESTS IN CONNECTION WITH THE ANNUAL STORMWATER UTILITY FEE FOR THE RANCHO CORDOVA RANCH ACTIVE ADULT 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 2023-24, 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 BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. Notice is hereby given that the City Council designates Monday October 16, 2023, 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 Dalia Fadl, Principal Engineer, telephone number (916) 851-8718 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 2nd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, 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").

TABLE OF CONTENTS

A. Written Report	Page 1
B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee	Page 1
C. Eligibility to File a Protest	Page 2
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 2020-2021.

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.

"Record Owner" means the owner of an Identified Parcel whose name and address appears on the last acramento 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 2021-2022.
- 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.

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: "OFFICIALBALLOT ENCLOSED."

- 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.

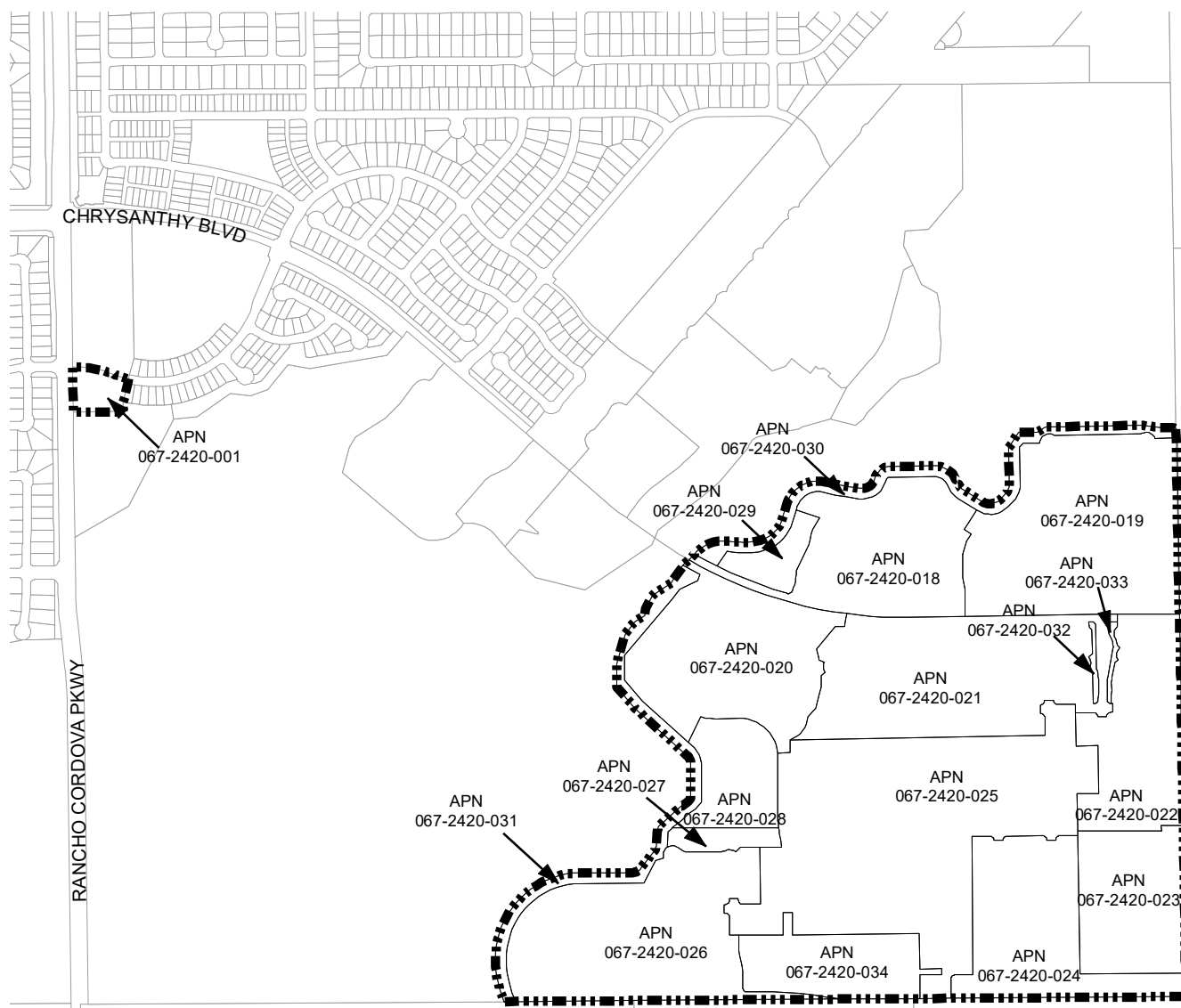
Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

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 37
(THE RANCH ACTIVE ADULT PROJECT)

**Legend**

-  Annexation Boundary
-  Parcel Boundary

Stormwater Utility Fee

Sample of the Stormwater Utility Fees for the Ranch Active Adult (gated community) for Fiscal Year **2023-2024**:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$34.96
Multi-Family Residential (MFR1)	1.00	\$328.17

**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 XIIID 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 XIIID 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 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:

067-2420-018: The property consists of a total of 11.22 acres.

067-2420-019: The property consists of a total of 17.74 acres.

067-2420-020: The property consists of a total of 12.83 acres.

067-2420-021: The property consists of a total of 17.22 acres.

067-2420-022: The property consists of a total of 9.30 acres.

067-2420-023: The property consists of a total of 7.94 acres.

067-2420-024: The property consists of a total of 10.51 acres.
067-2420-025: The property consists of a total of 29.07 acres.
067-2420-026: The property consists of a total of 15.82 acres.
067-2420-027: The property consists of a total of 1.26 acres.
067-2420-028: The property consists of a total of 4.53 acres.
067-2420-029: The property consists of a total of 1.80 acres.
067-2420-030: The property consists of a total of 3.20 acres.
067-2420-031: The property consists of a total of 3.46 acres.
067-2420-032: The property consists of a total of 0.23 acres.
067-2420-033: The property consists of a total of 0.21 acres.
067-2420-034: The property consists of a total of 5.92 acres.
067-2420-001: The property consists of a total of 1.12 acres.

The Petitioner (record owner) of the Property is:

K.HOVNANIAN AT JAEGER RANCH, LLC
a California limited liability company

Signature of Petitioner: _____

Yahya Zakour Baayoun
Division President

Date: _____

9/11/23

The address to which the ballots for the CFD elections are to be sent:

3721 Douglas Blvd., Suite 150
Roseville, CA 95661

MEMORANDUM



ITEM 16.10.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Rob Nunley, Information Technology Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PROUD AUDIO VISUAL FOR AUDIO VISUAL SYSTEM UPGRADES TO THE CITY COUNCIL CHAMBERS AND CITY CONFERENCE ROOMS FOR AN AMOUNT NOT TO EXCEED \$169,788**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a contract with Proud Audio Visual for audio visual upgrades to the City Council Chambers and other conference rooms for an amount not to exceed \$169,788.

BACKGROUND

The City of Rancho Cordova is a member of the Sacramento Metro Cable Television Commission (SMCTC), a joint powers agency that collects a 1% Public, Educational, and Governmental (PEG) access channel fee from cable television operators to support PEG facilities. SMCTC allocates the PEG funding to member agencies to fund capital improvements that support projects, programming, and services relating to PEG access facilities. The City's Fiscal Year 2023-24 PEG funding application included audio visual enhancements to the City Council Chambers and other conference rooms to better support the City's desire for greater access to City Council meetings.

The City has selected Proud Audio Visual to complete these upgrades due to their familiarity with the City's existing audio-visual setup and SMCTC requirements. The improvements included in the contract will update aging A/V equipment, ensuring reliability for future council meetings and broadcasts. This new equipment will continue its integration with Zoom to reach those unable to attend in person.

FISCAL IMPACT AND FUNDING SOURCE

The City has been awarded \$212,523 in PEG funding for Fiscal Year 2023-24. The current projected amount to complete the upgrades under the Proud Audio Visual contract is \$154,352. A contingency of 10% has been included in the authorized amount in the event of any increases

in equipment prices between now and the project completion date. Only allocated PEG funding will be utilized for this project.

ATTACHMENT(S)

1. Resolution
2. FY 2023-24 PEG Fee Funding Agreement - City of Rancho Cordova
3. Professional Services Agreement Proud Audio Visual

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PROUD AUDIO VISUAL FOR AUDIO VISUAL SYSTEM UPGRADES TO THE CITY COUNCIL CHAMBERS AND CITY CONFERENCE ROOMS FOR AN AMOUNT NOT TO EXCEED \$169,788

WHEREAS, the City of Rancho Cordova is a member of the Sacramento Metro Cable Television Commission (SMCTC), a joint powers agency that collects a 1% Public, Educational, and Governmental (PEG) access channel fee from cable television operators to support PEG facilities; and

WHEREAS, SMCTC allocates the PEG funding to member agencies to fund capital improvements that support projects, programming, and services relating to PEG access facilities; and

WHEREAS, SMCTC allocates the PEG funding to member agencies to fund capital improvements that support projects, programming, and services relating to PEG access facilities; and

WHEREAS, the City's Fiscal Year 2023-24 PEG funding application included audio visual enhancements to the City Council Chambers and other conference rooms to better support the City's desire for greater access to City Council meetings; and

WHEREAS, the City has selected Proud Audio Visual to complete these upgrades due to their familiarity with the City's existing audio visual setup and SMCTC requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does hereby authorize the City Manager to execute a contract with Proud Audio Visual in an amount not to exceed \$169,788 for audio visual system upgrades to the City Council Chambers and City conference rooms.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of October 2023 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

ITEM 16.10.

ATTACHMENT 1

Stacy Leitner, CMC
City Clerk

Linda Budge, Mayor



SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION

799 G Street, 4th Floor, Sacramento, CA 95814 ♦ (916) 874-6661 ♦ Fax: (916) 854-9666 ♦ www.sacmetro cable.tv

A Joint Powers Agency Representing Sacramento County and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, Rancho Cordova and Sacramento

SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION PEG FEE FUNDING AGREEMENT FOR MEMBER AGENCY

FISCAL YEAR 2023-24

THIS AGREEMENT is entered into this 25th day of August, 2023, by and between the **Sacramento Metropolitan Cable Television Commission** ("SMCTC") and the **City of Rancho Cordova**, a political subdivision of the State of California ("Member Agency").

WHEREAS, SMCTC is a joint powers agency comprised of seven member jurisdictions (collectively, the "Member Agencies"), one of which is the Member Agency;

WHEREAS, commencing with the 2009-2010 fiscal year, SMCTC began collecting a 1% Public, Educational, and Governmental ("PEG") access channel fees ("PEG Fee funding") from cable television operators to support PEG facilities;

WHEREAS, SMCTC anticipates that PEG Fee funds will be available to provide to its Member Agencies to support projects, programming, and services relating to PEG access facilities;

WHEREAS, SMCTC has received a request(s) for PEG Fee funding from Member Agency and hereby approves that request(s). A copy of Member Agency's approved request(s) is hereby incorporated by this reference;

WHEREAS, federal law currently restricts the use of PEG Fee funding to capital costs and facilities; and

WHEREAS, SMCTC and Member Agency desire to enter into this Agreement to memorialize the terms under which SMCTC will provide PEG Fee funding to Member Agency, and to expressly set forth the restrictions on Member Agency's use of such funding.

Fiscal Year 2023-24 PEG Fee Funding Agreement – Rancho Cordova

Page 2

NOW, THEREFORE, SMCTC and Member Agency agree as follows:

1. Funding to Member Agency. SMCTC hereby agrees to provide to Member Agency the total not to exceed sum of **TWO HUNDRED TWELVE THOUSAND, FIVE HUNDRED TWENTY-THREE DOLLARS** (\$212,523), which consists of PEG Fee funding to be used solely for the purposes summarized in the table below and detailed in Exhibit "A" attached hereto and incorporated by this reference.

Fiscal Year 2023-24 PEG Project (See Exhibit A)	
PEG Equipment / Facilities List	\$212,523
TOTAL FY 2023-24 PEG FEE FUNDING REQUEST	\$212,523
The PEG Fee funding will be available during FY 2023-24 as set forth below.	

2. Payment Contingent on Receipt of PEG Fees. Member Agency understands that the funding amount set forth in Section 1 will be made to Member Agency solely out of PEG fees collected by SMCTC from cable television operators. Such PEG fees are received in quarterly payments and SMCTC shall be under no obligation to pay to Member Agency the amount stated in Section 1, or any other amount, unless SMCTC receives sufficient PEG fees to make such payment. If actual revenue received through PEG Fees is less than anticipated, SMCTC is not obligated to pay Member Agency. Payments to member agency will occur during the fiscal year and will be prioritized by the SMCTC based upon facility needs and available revenue; Member Agency will be reimbursed based on actual expenditures.

Member Agency further understands that SMCTC may enter, or has already entered, into similar funding agreements with other member agencies and with channel licensees that operate one or more of the SMCTC PEG channels. In the event SMCTC receives some, but not all of the PEG fees necessary to fund all such funding agreements, each member agency and channel licensee shall receive available PEG funds based on the criteria set forth above. If there are insufficient PEG fees to satisfy all funding requests during this fiscal year, members agencies not receiving all identified funding shall be entitled to a higher priority in the next fiscal year before any funding for new projects for the next year fiscal year is approved.

Fiscal Year 2023-24 PEG Fee Funding Agreement – Rancho Cordova

Page 3

3. Use of PEG Fee funding. Member Agency understands that the funding provided to it pursuant to this Agreement originated from PEG access channel fees. As a condition of accepting the PEG Fee funding, Member Agency agrees to use those funds only for capital expenditures and facilities related to the provision of cablecasting on the PEG channels and for no other purpose. SMCTC has both the responsibility and the right under this Agreement to monitor and audit the use of the funding allocated under this Agreement. Member Agency shall agree to cooperate fully with any audit requested by SMCTC.

Since applicable law does not specifically define those expenses that qualify as capital costs, SMCTC has developed a working definition of the types of expenses that it believes qualify for the use of PEG Fee funding. SMCTC reserves the right to modify its working definition as the law on this topic develops. In accordance with SMCTC's working definition, PEG Fee funding may be used for the following expenditures: purchase of equipment, rental of facilities, purchase of software, and tangible goods provided that a CPA certifies that the tangible goods qualify as capital expenditures pursuant to standard accounting practices. PEG Fee funding may not be used for the following expenditures: operations, training, maintenance, maintenance contracts/agreements, employment of staff, and hiring of persons to perform services. Member Agency shall provide for such fiscal control and funding accounting procedures as reasonably necessary to assure proper disbursement, accounting, and expenditures of PEG Fee funding.

Member Agency further understands and agrees that the PEG Fee funding provided by SMCTC was awarded based on a request from Member Agency and that the use of the PEG funds are limited to the expenditures outlined in that request as approved by SMCTC. If Member Agency determines that it will not proceed with the expenditures as set forth in the request approved by SMCTC during the current fiscal year, then Member Agency may (1) notify SMCTC that the Member Agency will re-submit the PEG Fee funding in the next fiscal year or (2) request an extension for use of the funds within sixty days of the expiration of the current fiscal year. The Executive Director may approve or condition such request in their discretion. The Member Agency may also request to modify the approved use of the funding. The Executive Director may consider and approve requests up to a total of \$50,000

Fiscal Year 2023-24 PEG Fee Funding Agreement – Rancho Cordova

Page 4

in the fiscal year if the requested change(s) is an allowable PEG Funding expenditure. Requests above a total of \$50,000 will require Commission consideration and action. The Executive Director may consider and approve any request as authorized by this section. The Executive Director may also elect to seek direction or action by the Commission on any such requests.

4. Indemnification. Member Agency shall, at its sole expense, fully indemnify, defend and hold harmless SMCTC and its member agencies, and in their capacity as such, the officers, agents and employees thereof, from and against any and all claims, suits, actions, liability and judgments for damages including reasonable attorneys' fees or otherwise.

For actual or alleged injury to persons or property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, directly or indirectly arising out of or attributable to, in whole or in part, the acts or omissions of Member Agency in connection with, related to, or in any way arising out of Member Agency's use of the PEG Fee funding provided to it under this Agreement.

Directly or indirectly arising out of or attributable to, in whole or in part, Member Agency's failure to comply with the provisions of any statute, regulation, or ordinance of the United States, the State of California, SMCTC or any local agency in connection with, related to, or in any way arising out of Member Agency's use or expenditure of the PEG Fee funding provided to it under this Agreement.

5. Attorneys' Fees. If any party to this Agreement commences any legal action against another party to this Agreement which arise out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses and attorneys' fees.

6. Reimbursement Requirement; Record Retention. No later than June 1st for each fiscal year, Member Agency shall submit to SMCTC a copy of all invoices and receipts reflecting the expenditures made with such funds during the preceding fiscal year, a request for reimbursement from funds identified in Section 1 above and such other information as SMCTC may

Fiscal Year 2023-24 PEG Fee Funding Agreement – Rancho Cordova

Page 5

require. Any expenses or projects that have not been completed by June 15 of that fiscal year shall be subject to the provisions of section 3 above. SMCTC shall reimburse Member Agency within a reasonable time of receipt of such documentation subject to the provisions of this Agreement, including Sections 2 and 3. Member Agency shall retain all records related to the expenditure of PEG Fee funds for a period of no less than three (3) years from the last expenditure reimbursed under this Agreement.

7. Unauthorized Use of PEG Fee funding. If SMCTC determines that Member Agency has used the PEG Fee funds provided to it under this Agreement for purposes other than capital expenditures and facilities, Member Agency shall return to SMCTC the total sum of those unauthorized expenditures within sixty (60) days of receipt of written notice from SMCTC.

8. Ownership of Facilities and Equipment. Member Agency shall own and be solely responsible for any facilities, equipment, or other items that it acquires with PEG Fee funding provided to it pursuant to this Agreement. SMCTC shall have no obligations, and shall bear no costs, with respect to any facilities, equipment, or other items that Member Agency acquires with such PEG Fee funding.

9. No Right of Action. Member Agency understands and agrees that it has no right of judicial action against SMCTC for the failure of SMCTC to pay any or all of the funds to Member Agency under this Agreement. Such judicial actions include those at law and/or equity, including, but not limited to, any action to compel payment of the funds, any action for general or special damages, or otherwise.

10. Agreement Contains All Understanding. This document represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations or agreements, either written or oral regarding the subjects addressed herein. This document may be amended only by written instrument, signed by all Parties.

11. Effective Date of Agreement. This Agreement shall be effective on the date next to the signature of the Executive Director of the SMCTC, as authorized by the SMCTC Board on the 1st of September 2022.

Fiscal Year 2023-24 PEG Fee Funding Agreement – Rancho Cordova
Page 6

12. Terms. The term of the PEG Fee funding Agreement ends June 30, 2024.

CITY OF RANCHO CORDOVA

SACRAMENTO METROPOLITAN
CABLE TELEVISION COMMISSION

By: 
Rob Nunley

By: 
Candice Mabra

Title: Information Technology Manager

Title: Executive Director

Date: 8/25/2023

Date: 8/25/2023

**Fiscal Year 2023-24 PEG Fee Funding Agreement – Rancho Cordova
Page 7**

EXHIBIT A

**CITY OF RANCHO CORDOVA
FISCAL YEAR 2023-24 PEG FEE FUNDING REQUEST**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
Proud Audio Visual**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and **Proud Audio Visual**, a **California Corporation** ("Professional") as of **September 20, 2023**.

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 **August 31, 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 **ONE HUNDRED FIFTY-FOUR THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS AND FORTY-NINE CENTS (\$154,352.49)**, 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

Last Revised January 2022

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.

Last Revised January 2022

- 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 **Zero Dollars (\$0.00)**. 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.

Last Revised January 2022

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

Last Revised January 2022

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.

Last Revised January 2022

- 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.

Last Revised January 2022

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:

Last Revised January 2022

- 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.

Last Revised January 2022

- 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

Last Revised January 2022

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

Last Revised January 2022

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.

Last Revised January 2022

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.

Last Revised January 2022

- 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.

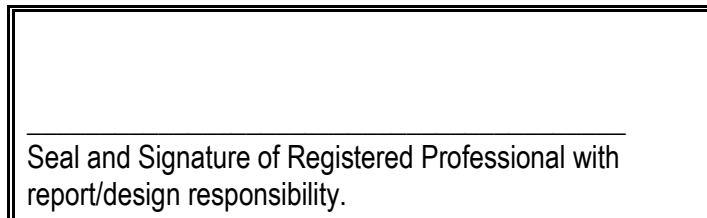
Last Revised January 2022

10.9 Contract Administration. This Agreement shall be administered by **Rob Nunley** ("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:
Proud Audio Visual
11353 Sunrise Gold Circle Unit A
Rancho Cordova, CA 95742
ATTN: Bill Proud
Email Address (for Insurance Update Requests)
bill@proudaudio.com

Any written notice to City shall be sent to:
2729 Prospect Park Drive
Rancho Cordova, CA 95670
ATTN: IT Manager

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



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

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

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

CITY OF RANCHO CORDOVA

PROFESSIONAL

Micah Runner, City Manager

[NAME, TITLE]

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

EXHIBIT A
SCOPE OF SERVICES

ITEM 16.10.

ATTACHMENT 3



Specialists In Audio Visual System Design & Integration
11353 Sunrise Gold Cir. Unit A Rancho Cordova, CA 95742
Phone: 800.875.9121 Fax: 916.728.2910

QUOTE

Date	QUOTE #
5/30/2023	3113

CUSTOMER:		SHIP TO:			
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670		Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670			
Terms	Project Name				
Net 30	PEG Funding 2023/2024				
Item	Description	Qty	Price	Total	
	COUNCIL CHAMBERS				
AJA Video Equipment	AJA - Pak 2000-X3 - 2TB SSD for KiPro Ultra	1.00	2,129.33	2,129.33T	
Equipment	Cobalt - 9241 - Audio DA Card	2.00	587.44	1,174.88T	
Equipment	Cobalt - RM20-9241-D/S - Audio DA Backplane	1.00	232.38	232.38T	
Equipment	Denon - DN-300ZB - Music Player	1.00	378.00	378.00T	
Equipment	Ashley MX-206 Mixer 6 Input	1.00	985.30	985.30T	
Equipment	Panasonic - AW-HE145KPJ - PTZ Camera	5.00	9,783.912	48,919.56T	
Equipment	Panasonic FEC-150GMW Professional PTZ Camera Wall Mount - White	5.00	294.00	1,470.00T	
Equipment	Panasonic - AW-RP60 - PTZ Camera Controller	1.00	2,602.80	2,602.80T	
Equipment	Ubiquiti USW-PRO-24-POE++ Layer 3 Switch - 24 Ports - Manageable - 3 Layer Supported (400 Watts)	1.00	908.90	908.90T	
Equipment	Transcend - TS256GJF920 - 256GB USB Drive for Helo	1.00	60.00	60.00T	
M-8S	Furman M-8S Power Conditioner with Power Sequencing	1.00	293.75	293.75T	
AJA Video	AJA HD5DA 1x4 HD/SD-SDI Distribution Amplifier - SDI to Clerk PC 1 for Zoom Calls	1.00	277.99	277.99T	
SDI2USB3	INOGENI SDI to USB 3.0 Capture Device	1.00	650.00	650.00T	
ANIUSB-MATRIX	Shure 4 x 2 Audio network interface connects up to 4 Dante channels and 1 analog output to a room's audio and video conferencing system via USB connection. - Dante audio to Clerk PC 1 for Zoom Calls	1.00	715.40	715.40T	
DSAN Corporation	PRO-2000-T Limitimer Speaker Timer (Additional Timer Control for Clerk Station 2)	1.00	816.00	816.00T	
DMC-4KZ-HDO	2-Channel HDMI 4K60 4:4:4 HDR Scaling Output Card for DM Switchers - From PEG 22-23.	1.00	1,336.50	1,336.50T	
Equipment	AJA OG-HA5-4K openGear 4k/2k/HD/SD HDMI 20. To 3G-SDI Converter - From PEG 22-23.	1.00	937.50	937.50T	
Cable & Connectors	Cable, Connectors, & Misc Hardware.	1.00	350.00	350.00T	
Shipping	Shipping	1.00	1,560.00	1,560.00T	
Project Managment	Project Management	1.00	300.00	300.00T	
CAD	Computer Aided Drafting/System Documentation - Update Signal Flow Drawings	1.00	750.00	750.00T	
Installation	Technical Services - Onsite Installation, Setup & Configuration	1.00	8,500.00	8,500.00T	

QUOTE VALID FOR 45 DAYS

AUTHORIZATION TO PROCEED

Purchase Order No.: _____

Customer Signature: _____

Print Name: _____

DATE: _____

Subtotal:

CA Sales Tax: (8.75%)

Total:

www.ProudAudio.com
Contractor License # 845056



Specialists In Audio Visual System Design & Integration
11353 Sunrise Gold Cir. Unit A Rancho Cordova, CA 95742
Phone: 800.875.9121 Fax: 916.728.2910

QUOTE

Date	QUOTE #
5/30/2023	3113

CUSTOMER:		SHIP TO:			
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670		Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670			
Terms	Project Name				
Net 30	PEG Funding 2023/2024				
Item	Description	Qty	Price	Total	
	SCOPE OF WORK - Remove the (5) existing Sony PTZ Cameras. - Remove (1) existing Sony PTZ Camera controller. - Install (5) new Panasonic AW-HE145KPJ - PTZ Cameras on new mounts - Pull and Terminate (1) CAT6 LAN cable to each of the (5) new camera locations. - Install (1) Panasonic PTZ Camera controller. - Install (1) POE++ 24 port LAN switch in existing rack. - Remove existing Ashley audio mixer. - Install (1) new Ashley Mixer - Install (2) Cobalt - 9241 - Audio DA Cards in open gear Chassis. - Pull & Terminate (1) HD-SDI RG-59 coax cable to Clerk PC 2. - Install HD-SDI DA at Clerk PC 1. - Install (1) INOGENI SDI to USB 3.0 Capture Device at Clerk PC 1 - Install (1) Shure 4 x 2 Audio network interface at Clerk PC 1 for Zoom Call audio. - Install additional PRO-2000-T Limitimer Speaker Timer at Clerk Station 2				
35+ Inch Flat Screen	LOBBY Samsung/QM55B 55"3840x2160 4K UHD LED LCD Display, 500 nit 24/7 - Black	3.00	1,483.02	4,449.06T	
Shipping	Shipping	3.00	145.00	435.00	
Programming -CODE	Control System Programming	1.00	250.00	250.00	
Installation	Technical Services - Onsite Installation	1.00	1,200.00	1,200.00	
	SCOPE OF WORK - Remove (3)existing NEC E556 Displays In Lobby - Install (3) new Samsung/QM55B displays on existing universal mount. - Upgrade Crestron control programming for RS-232 control of new display. - E-Waste old display				
35+ Inch Flat Screen	COLOMA ROOM NEC/V864Q 86" 4K 3840 x 2160 LED Display 24/7 - Black	1.00	6,948.15	6,948.15T	
PDM625t-11	Extra Large Universal Flat Screen Tilt Wall Mount (Display sizes 65 " to 100")	1.00	256.00	256.00T	
AT-HDVS-210H-TX...	HDMI HDBaseT Transmitter (230 ft) over a Single Category Cable	1.00	805.00	805.00T	
AT-OME-PS62	Atlona AT-OME-PS62 6x2 Matrix Presentation Switcher with USB	1.00	3,774.40	3,774.40T	
AT-UHD-EX-70C-RX	4K/UHD HDMI Over HDBaseT Receiver with Control and PoE	1.00	309.40	309.40T	

QUOTE VALID FOR 45 DAYS

AUTHORIZATION TO PROCEED

Purchase Order No.: _____

Customer Signature: _____

Print Name: _____

DATE: _____

Subtotal:

CA Sales Tax: (8.75%)

Total:

ITEM 16.10.

ATTACHMENT 3



Specialists In Audio Visual System Design & Integration
11353 Sunning Gold Cir. Unit A Rancho Cordova, CA 95742
Phone: 800.875.9121 Fax: 916.728.2910

QUOTE

Date	QUOTE #
5/30/2023	3113

CUSTOMER:		SHIP TO:			
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670		Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670			
Terms	Project Name				
Net 30	PEG Funding 2023/2024				
Item	Description	Qty	Price	Total	
CX-50	Barco ClickShare CX-50 Premium wireless conferencing for large meeting rooms and boardrooms	1.00	3,150.00	3,150.00T	
TesiraFORTÉ DAN ...	TesiraFORTÉ DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, Acoustic Echo Cancellation (AEC) technology (all 12 inputs), and 32 x 32 channels of Dante™, d 2 channel VoIP interface	1.00	3,619.00	3,619.00T	
MXA920W-S	Ceiling Array Microphone with Shure® IntelliMix® DSP Suite, White outputs, 8 channels configurable USB audio, Sona™ Acoustic Echo	1.00	4,411.40	4,411.40T	
VC-4-PC-3	Computer with Crestron Virtual Control Server Software	1.00	2,100.00	2,100.00T	
LX CASE	LUXEPORT - LX CASE PRO 10.5 BLACK (For iPad)	1.00	343.00	343.00T	
LX WALLSTATION...	LUXEPORT - LX WALLSTATION BLACK	1.00	441.00	441.00T	
LX BASESTATION	LUXEPORT - LX BASESTATION BLACK	1.00	441.00	441.00T	
Connect 352	LEA 2 Channel 70v Class D Amplifier	1.00	1,222.20	1,222.20T	
PS-C63RT	Sonance PS-C63RT White 6.5" In-Ceiling 70V/100V/8 Ohm Selectable Speaker	4.00	182.00	728.00T	
Equipment	Araknis Networks® 210 Series Websmart Gigabit Switch with Partial PoE+ and Rear Ports	1.00	605.07	605.07T	
BRK16	16 RU Black Rack 18" Deep Rack	1.00	239.25	239.25T	
CAB-COOL 2	CABINET COOL SYSTEM 40 CFM	1.00	238.70	238.70T	
M-8S	Furman M-8S Power Conditioner with Power Sequencing	1.00	293.75	293.75T	
Cable & Connectors	Cable, Connectors & Misc. Hardware	1.00	400.00	400.00T	
Shipping	Shipping	1.00	650.00	650.00	
CAD	Computer Aided Drafting/System Documentation - Signal Flow Drawings	1.00	300.00	300.00	
Programming -CODE	Crestron Control System Programming	1.00	1,800.00	1,800.00	
Programming - DSP	DSP Audio Programming	1.00	1,200.00	1,200.00	
Project Management	Project Management	1.00	250.00	250.00	
Installation	Technical Services - Onsite Installation	1.00	4,800.00	4,800.00	

QUOTE VALID FOR 45 DAYS

AUTHORIZATION TO PROCEED

Purchase Order No.: _____

Customer Signature: _____

Print Name: _____

DATE: _____

Subtotal:

CA Sales Tax: (8.75%)

Total:

www.ProudAudio.com
Contractor License # 845056



Specialists In Audio Visual System Design & Integration
11353 Sunrise Gold Cir. Unit A Rancho Cordova, CA 95742
Phone: 800.875.9121 Fax: 916.728.2910

QUOTE

Date	QUOTE #
5/30/2023	3113

CUSTOMER:		SHIP TO:			
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670		Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670			
Terms	Project Name				
Net 30	PEG Funding 2023/2024				
Item	Description	Qty	Price	Total	
	SCOPE OF WORK - Wall mount (1) NEC/V864Q 86" flat screen display. - Pull & Terminate CAT6 cable from rack location to display. - Install (1) (OFE) Vaddio ROBOSHOT PTZ Camera. - Pull & Terminate Cat6 cable from rack to camera location. - Install (1) Barco ClickShare CX-50 - Install Shure Ceiling Array Microphone in drop ceiling. - Pull & Terminate CAT6 cable from rack location to ceiling mic. - Install (1) HDMI wall plate transmitter at counter location. - Install (1) iPad wall docking station for (OFE) iPad. - Install (4) ceiling speakers. - Install AV rack with power dist. in existing credenza. - Install ventilation in existing for new equipment. - Provide DSP audio programming. - Provide Crestron control programming with intuitive user interface on (OFE) iPad. - Provide updated system documentation - Create Video, Audio, and Control CAD AV system schematics. The City Of Rancho Cordova to provide the following: - 120 VAC quad power receptacle behind flat screen display. - Remove thumbtack board material from screen wall. - 120 VAC quad power receptacle at AV equipment rack location. - LAN connection at AV rack location. - iPad for AV control, and WiFi connection. - Docking station for (OFE) Laptops. CANFIELD ROOM Panasonic PT-MZ880WU Laser Projector 8,000 ISO lumens, 1920 x 1200 Cheif RPA Elite Custom Ceiling Projector Mounts with Keyed Locking - RPMA302 (Black) Fits - Panasonic PT-MZ880				
Projector RPMA302	Panasonic PT-MZ880WU Laser Projector 8,000 ISO lumens, 1920 x 1200	1.00	8,677.11	8,677.11T	
	Cheif RPA Elite Custom Ceiling Projector Mounts with Keyed Locking - RPMA302 (Black) Fits - Panasonic PT-MZ880	1.00	239.20	239.20T	
AT-HDVS-200-TX-...	Wallplate HDBaseT Transmitter for HDMI and VGA	1.00	810.00	810.00T	
AT-UHD-SW-5000ED	4K/UHD Five-Input HDMI / HDBaseT Switcher with Mirrored HDMI / HDBaseT Outputs	1.00	1,918.00	1,918.00T	
AT-UHD-EX-70C-RX	4K/UHD HDMI Over HDBaseT Receiver with Control and PoE	1.00	309.40	309.40T	
VC-4-PC-3	Computer with Crestron Virtual Control Server Software	1.00	2,100.00	2,100.00T	

QUOTE VALID FOR 45 DAYS

AUTHORIZATION TO PROCEED

Purchase Order No.: _____

Customer Signature: _____

Print Name: _____

DATE: _____

Subtotal:

CA Sales Tax: (8.75%)

Total:

ITEM 16.10.

ATTACHMENT 3



Specialists In Audio Visual System Design & Integration
11353 Sunrise Gold Cir. Unit A Rancho Cordova, CA 95742
Phone: 800.875.9121 Fax: 916.728.2910

QUOTE

Date	QUOTE #
5/30/2023	3113

CUSTOMER:		SHIP TO:			
Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670		Rob Nunley City Of Rancho Cordova 2729 Prospect Park Drive Rancho Cordova, CA 95670			
Terms	Project Name				
Net 30	PEG Funding 2023/2024				
Item	Description	Qty	Price	Total	
CEN-IO-RY-104	Crestron Wired Ethernet Module with 4 Relay Ports	1.00	285.60	285.60T	
TSW-770-B-S	7” Touch Screen, Black Smooth	1.00	1,620.00	1,620.00T	
BLX24R/B58	Wireless Vocal Rack-mount Set with Beta 58A	1.00	488.60	488.60T	
BRK16	16 RU Black Rack 18" Deep Rack	1.00	239.25	239.25T	
CAB-COOL 2	CABINET COOL SYSTEM 40 CFM	1.00	238.70	238.70T	
M-8S	Furman M-8S Power Conditioner with Power Sequencing	1.00	293.75	293.75T	
Equipment	Araknis Networks® 210 Series Websmart Gigabit Switch with Partial PoE+ and Rear Ports	1.00	605.07	605.07T	
Cable & Connectors	Cable, Connectors & Misc. Hardware	1.00	250.00	250.00T	
Shipping	Shipping	1.00	425.00	425.00	
CAD	Computer Aided Drafting/System Documentation - Signal Flow Drawings	1.00	300.00	300.00	
Programming -CODE	Crestron Control System Programming	1.00	1,500.00	1,500.00	
Installation	Technical Services - Onsite Installation	1.00	2,800.00	2,800.00	
SCOPE OF WORK					
- Remove the existing Barco projector.					
- Install (1) Panasonic 8000Lumen 1920 x 1200 Laser Projector.					
- Remove the existing SP Controls Pixie Pro wall mounted button control panel					
- Install (1) new HDMI/VGA wall plate transmitter for laptop presentation inputs.					
- Install (1) new HDMI receiver at the projector.					
- Install (1) new Crestron Wall Mounted Touch Panel w/Crestron room controller CPU.					
- Install (1) Shure wireless handheld microphone system.					
- Provide Crestron programming (Projector ON/OFF, Screen UP/DWN, Program Volume, Mic - Volume, and Source Select)					
- Provide updated system documentation - Create Video, Audio, and Control CAD AV system schematics.					

QUOTE VALID FOR 45 DAYS

All work will be done during normal business hours (Mon. - Fri. 8am - 5pm)

AUTHORIZATION TO PROCEED

Purchase Order No.: _____

Customer Signature: _____

Print Name: _____

DATE: _____

Subtotal:	\$144,107.35
CA Sales Tax: (8.75%)	\$10,245.14
Total:	\$154,352.49

www.ProudAudio.com
Contractor License # 845056

MEMORANDUM



ITEM 18.1.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Stacy Leitner, City Clerk
SUBJECT: **SECOND READING OF AN ORDINANCE PROVIDING FOR THE ELECTION OF COUNCIL MEMBERS BY FIVE DISTRICTS AND ESTABLISHING THE BOUNDARIES AND ELECTION ORDER OF EACH DISTRICT**

RECOMMENDATION

1. Open the public hearing, receive public comments, close the public hearing.
2. Waive the second reading and adopt the Ordinance establishing five districts for election of five City Council Members, which would continue the practice of the City Council annually appointing a member of the City Council to serve for one year as Mayor of the City and amending and adding new sections to Chapter 2.42 Elections of the Rancho Cordova Municipal Code to provide for City Council Election Districts.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance would establish five districts for election of five City Council Members. Designating five districts would continue the practice of the City Council annually appointing a member of the City Council to serve for one year as Mayor of the City. This action would also amend and add sections to Chapter 2.42 Elections of the Rancho Cordova Municipal Code to provide for City Council Election Districts.

BACKGROUND

The City Council was elected under an at-large election system, whereby Council Members are elected by voters of the entire City. On June 7, 2023, the City received a letter from attorney Scott J. Rafferty asserting that the at-large election system violates the California Voting Rights Act (CVRA) and threatening litigation if the City declines to voluntarily convert to district-based elections. District-based elections is a method of electing the members to the City Council in which the candidate must reside within an election district and is elected only by voters residing within that election district.

On July 17, 2023, the City Council adopted Resolution No. 108-2023 initiating the process to consider changing to a district-based election system. To assist with the transition from an at-large to a district-based election system, the City entered into an agreement with National Demographics Corporation (NDC). Since that time, the City has engaged in an extensive public engagement process to identify communities of interest and to encourage the community to

provide input on the transition and on the specific election district maps.

The public engagement process included messaging through the City's website, newspapers, flyers, a postcard mailed to residences, social media, a website dedicated to district-based elections, and outreach to organizations in the City. Language translation was also available in Spanish and Russian. As a result of the extensive public outreach, the City initially received a total of thirty-two (32) maps submitted by members of the public, including twenty (20) five-district maps, seven (7) six-district maps, and five (5) seven-district maps. One (1) seven-district map was prepared by the City's consultant based on the public comments, applicable legal standards, and other relevant factors. Thirteen (13) of the submitted maps were either duplicates, not population-balanced, or raised concerns around the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions (FAIR MAPS) Act, resulting in twenty (20) unique, contiguous, population-balanced draft maps.

The City held community forums to solicit public comment on this transition on August 10, 2023, and August 30, 2023. City Council public hearings were held on August 7, 2023, and August 14, 2023, to receive input regarding the composition of the City's voting districts before any draft maps were drawn. At the City Council public hearings held on August 29, 2023, and September 18, 2023, the public was invited to provide input regarding the content of the draft maps released at least seven (7) days before each meeting, and the proposed sequence of elections.

After receiving public input at the August 29, 2023 public hearing, the Council narrowed the list of draft maps under consideration from the initial twenty (20) unique, contiguous, population-balanced draft maps to three (3) focus maps: Map 508b (revised version of Map 508 drawn to incorporate Council direction at the public hearing), Map 511, and Map 516b (revised version of Map 516 drawn to incorporate Council direction at the public hearing). Furthermore, Map 508c (revised version of Map 508) and Map 516c (revised version of Map 516) were subsequently created by NDC because the City Council's original direction at the August 29, 2023, public hearing created a map that NDC later determined was not population-balanced. Each of these five (5) focus maps, Map 508b, Map 508c, Map 511, Map 516b, and Map 516c have five districts.

The City also received three (3) additional maps from the public on or before the September 7, 2023 deadline to submit new or revised public maps. These maps are Map 511b, Map 521 (not population-balanced, not contiguous), and Map 522, and the City received public input at the September 18, 2023 public hearing.

At the City Council meeting on September 18, 2023, the City Council voted to designate "preferred map 516c" (Attachment 2) of five districts, which will continue the practice of the City Council annually to appoint a member of the City Council to serve for one year as Mayor of the City. The City Council also determined the election sequence, voted to waive the first reading and introduced the Ordinance (Attachment 1) for adoption at tonight's City Council Meeting on October 2, 2023, and added new sections to Chapter 2.42 Elections of the Rancho Cordova Municipal Code to provide for City Council Elections Districts.

It is the position of the City Council that map "Preferred Map 516c" hereto as Exhibit A (Attachment 2), will serve the best interests of the City of Rancho Cordova and be consistent with the California Voting Rights Act and applicable laws. The map identified as "Preferred Map 516c," attached hereto as Exhibit A (Attachment 2), is selected and adopted by the City Council as the final district map in the creating of a "by district" election system in the City of

Rancho Cordova, as that term is defined in California Government Code 34871.

Members of the Rancho Cordova City Council from Council Districts 1, 3, and 4 shall be elected on a by district basis as that term is defined in California Government Code Section 34871(a), beginning with the General Municipal Election in November 2024 and every four years thereafter, as such Council Districts may be amended from time to time pursuant to applicable law. Also, members of the Rancho Cordova City Council from Council Districts 2 and 5 shall be elected on a by district basis as that term is defined in California Government Code Section 34871(a), beginning with the General Municipal Election in November 2026 and every four years thereafter, as such Council Districts may be amended from time to time pursuant to applicable law.

FISCAL IMPACT AND FUNDING SOURCE

Neighborhood Elections Now will receive a partial reimbursement, capped at approximately \$37,000 if the City complies with the process to transition from at-large to district-based elections.

The City is working with a professional demographer at an estimated cost of \$60,000-\$80,000 to assist the City with the process of transitioning from at-large to district-based elections.

The City would also incur additional fees for City Attorney time, community meetings, assistance from consultants for public outreach, and staff time.

ATTACHMENT(S)

1. Ordinance
2. Exhibit A to the Ordinance - Preferred Map for Council Districts

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ESTABLISHING A BY DISTRICT ELECTION SYSTEM IN FIVE COUNCIL DISTRICTS PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10010, AND AMENDING AND ADDING NEW SECTIONS TO CHAPTER 2.42 ELECTIONS OF THE RANCHO CORDOVA MUNICIPAL CODE TO PROVIDE FOR CITY COUNCIL ELECTION DISTRICTS

WHEREAS, the members of the City Council of the City of Rancho Cordova are currently elected at-large, whereby all five (5) members are elected by all of the voters of the City; and

WHEREAS, the City also has a Council appointed Mayor, who is appointed every year to a one year term; and

WHEREAS, pursuant to California Government Code Sections 34886 and 34871(a), the City has the authority to adopt an ordinance requiring members of the City Council to be elected by district in five districts with a Council appointed Mayor; and

WHEREAS, in a by district election system, a candidate for City Council must reside in the district which they wish to represent, and only the voters of that district are entitled to vote to decide who their representative will be; and

WHEREAS, on June 7, 2023, the City received a letter from attorney Scott J. Rafferty asserting that the City's at-large election system violated the California Voting Rights Act (CVRA) and threatening litigation if the City declines to voluntarily convert to by district elections; and

WHEREAS, pursuant to California Government Code Section 34886, the Rancho Cordova City Council declares that this change in the method of electing members of the Rancho Cordova City Council is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (California Elections Code Sections 14025 et. seq.) to avoid litigation; and

WHEREAS, at its regular meeting on July 17, 2023, the City Council adopted Resolution No. 108-2023, a Resolution of Intent to transition to a by district election system pursuant to Section 10010 of the California Elections Code; and

WHEREAS, pursuant to Section 10010 of the California Elections Code, a city that changes from an at-large method of election to a by district method of election shall hold at least two public hearings over a period of no more than thirty days, at which the public is invited to provide input regarding the composition of the districts before drawing a draft map or maps of the proposed boundaries of the districts; and

WHEREAS, before any maps of the proposed boundaries of the districts were considered, the City held public hearings on August 7, 2023, and August 14, 2023, and a community forum on August 10, 2023, at which time input from the public on the proposed composition of the districts was invited and heard; and

WHEREAS, on and prior to holding the third public hearing on August 29, 2023, pursuant to Section 10010 of the California Elections Code, the City published and made available for public review draft maps for consideration by the City Council seven (7) days before the meeting; and

WHEREAS, pursuant to Section 10010 of the California Elections Code, the City held a third public hearing on August 29, 2023, and also held a community forum on August 30, 2023, at which the public was invited to provide input regarding the content of the draft maps and the potential sequence of elections; and

WHEREAS, after the close of the public hearing on August 29, 2023, the City Council provided input on the draft maps. Three “focus” draft maps were selected by the City Council, published, and made available for public review along with two revised maps submitted by National Demographics Corporation. Additional maps were submitted by members of the public for further consideration before the September 7, 2023 deadline. These draft maps were made available to the public seven (7) days prior to the fourth public hearing pursuant to Section 10010 of the California Elections Code; and

WHEREAS, pursuant to Section 10010 of the California Elections Code, the City held a fourth public hearing on September 18, 2023, where the public provided input prior to the City Council adopting a final district map, determined the election sequence, and considered an ordinance that would establish a by district election system; and

WHEREAS, at the regular meeting of the City Council held on October 2, 2023, the City Council held a final public hearing on the proposal to establish district boundaries, reviewed additional public input, formally selected the voting district map and the election sequence attached to, incorporated in, and set forth in this Ordinance, which returned for a second reading and adoption at the same regular meeting of the City Council; and

WHEREAS, it is the position of the City Council that map “Preferred Map 516c”, attached hereto as Exhibit A, will serve the best interests of the City of Rancho Cordova and be consistent with the California Voting Rights Act and applicable laws; and

WHEREAS, the map identified as “Preferred Map 516c”, attached hereto as Exhibit A, is selected and adopted by the City Council as the final district map in the creating of a “by district” election system in the City of Rancho Cordova, as that term is defined in California Government Code Section 34871.

NOW, THEREFORE, the City Council of the City of Rancho Cordova does hereby ordain as follows:

SECTION 1 PURPOSE

The purpose of this Ordinance is to enact, pursuant to California Government Code Section 34886, an ordinance providing for the by district election system to elect members of the Rancho Cordova City Council in five (5) single-member districts pursuant to California Elections Code Section 10010.

SECTION 2 DECLARATION

Pursuant to California Government Code Section 34886, the City Council declares that this change in the method of electing members of the City Council of the City of Rancho Cordova is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (Elections Code Sections 14025 et. seq.)

SECTION 3 CITY COUNCIL DISTRICTS

The City of Rancho Cordova is hereby divided into five (5) City Council Districts with the boundaries of the districts as shown in Exhibit A attached hereto and incorporated herein by reference.

SECTION 4 AMENDMENT TO CODE

Section 2.42.010 subsections A. and B. are amended to read as follows:

“2.42.010 Election consolidation.

A. Pursuant to Elections Code § 1301, the general municipal election for the city shall be held on the same date as the date of the statewide general election.

B. The board of Supervisors of the County of Sacramento, State of California, is hereby requested to order consolidation of the City of Rancho Cordova’s general municipal election with the statewide general election held on the same date as the statewide general election.”

SECTION 5 ADDITIONS TO CODE

Sections 2.42.020, 2.42.030, and 2.42.040 are hereby added to the Rancho Cordova Municipal Code to read as follows:

“2.42.020 City council by-district electoral system.

Pursuant to California Government Code Section 34886 and the schedule established in Section 2.42.010 of this Chapter, commencing with the November 2024, General Municipal Election, each member of the Rancho Cordova City Council shall be elected by district in five (5) single-member districts. The term “by districts” as used in this article shall mean election of members of the legislative body by voters of the district alone. The City’s by district election system shall be conducted in accordance with California Government Code Section 34871(a).

2.42.030 Establishment of city council election districts.

A. Pursuant to Section 2.42.030 of this Chapter, members of the Rancho Cordova City Council from Council Districts 1, 3, and 4 shall be elected on a by district basis as that term is defined in California Government Code Section 34871(a), beginning with the General Municipal Election in November 2024 and every four years thereafter, as such Council Districts may be amended from time to time pursuant to applicable law.

B. Pursuant to Section 2.42.030 of this Chapter, members of the Rancho Cordova City Council from Council Districts 2 and 5 shall be elected on a by district basis as that term is defined in California Government Code Section 34871(a), beginning with the General

Municipal Election in November 2026 and every four years thereafter, as such Council Districts may be amended from time to time pursuant to applicable law.

C. Except as provided in subsection (E) below, all candidates for the City Council and all appointed and elected Councilmembers shall fully comply with applicable law including but not limited to California Government Code Section 34882 and California Elections Code Section 201. Termination of residency in a Council District by a Councilmember shall create an immediate vacancy for that Council District unless a substitute residence within that District is established within thirty (30) calendar days after the termination of residency.

D. Only the registered voters residing in the Council District may vote for candidates running for City Council in that District.

E. Notwithstanding any other provision of this Section, each of the Councilmembers in office at the time this Chapter takes effect shall continue in office until the expiration of the full term to which they were elected and until their successor is qualified. Vacancies in Councilmember offices elected at-large at the time this Chapter takes effect may be filled by the City Council from the City at-large pursuant to applicable law until the expiration of that at-large term. At the end of the term of each Councilmember, that member's successor shall be elected on a by district basis in the Council Districts established herein and as subsequently reapportioned as provided by law. A vacancy in a Councilmember office elected by district shall be filled by a person qualified to hold the office in that vacant Council District pursuant to applicable law.

2.42.040 Map of council districts.

The City Clerk shall maintain a map of the City showing the current boundaries and numbers of each Council District as they are established and may be amended from time to time by ordinance of the City Council. The map of the initial Council Districts is attached hereto as Exhibit A and incorporated herein by reference."

SECTION 5 SCOPE

Except as set forth in this Ordinance, all other provisions of the Rancho Cordova Municipal Code shall remain in full force and effect.

SECTION 6 SEVERABILITY

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not impact the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

SECTION 7 EFFECTIVE DATE

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

ITEM 18.1.

ATTACHMENT 1

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 2nd day of October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

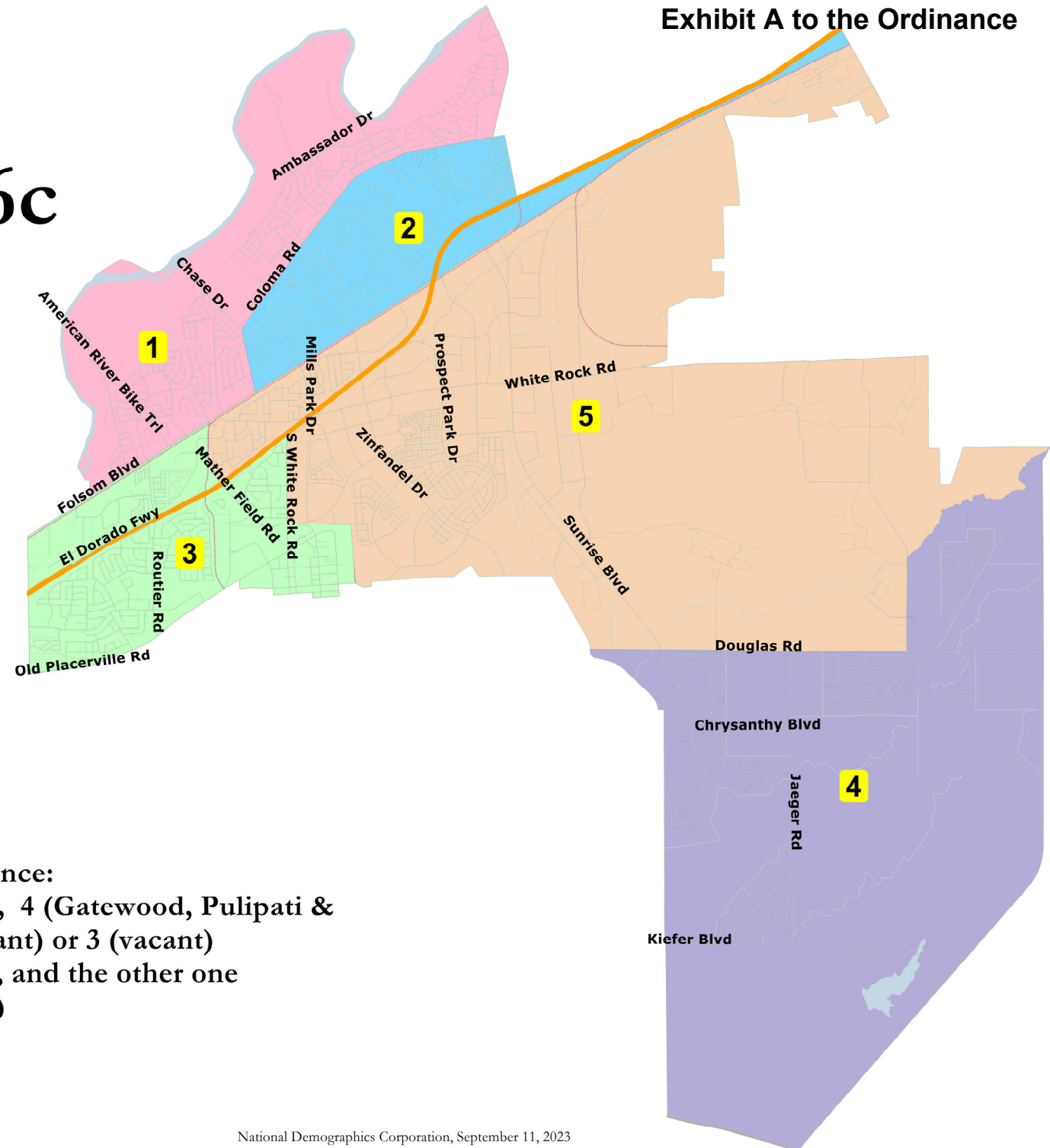
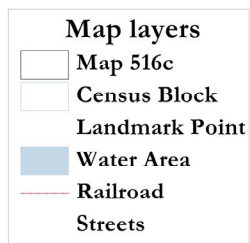
Linda Budge, Mayor

Stacy Leitner, CMC
City Clerk

ITEM 18.1.

Rancho Cordova
2023 Districting

Map 516c



Proposed Election Sequence:

2024: Districts 1 (Sander), 4 (Gatewood, Pulipati & Terry), and one of 2 (vacant) or 3 (vacant)

2026: Districts 5 (Budge), and the other one of 2 (vacant) or 3 (vacant)

ITEM 18.1.

Map 516c

Exhibit A to the Ordinance

District		1	2	3	4	5	Total
	Total Pop	15,454	15,641	16,316	15,373	16,859	79,643
	Deviation from ideal	-475	-288	387	-556	930	1,486
	% Deviation	-2.98%	-1.81%	2.43%	-3.49%	5.84%	9.33%
Total Pop	% Hisp	21.1%	27%	24%	14%	21%	22%
	% NH White	52%	49%	43%	39%	41%	45%
	% NH Black	11%	9%	14%	8%	11%	11%
	% Asian-American	10%	9%	12%	34%	22%	17%
Citizen Voting Age Pop	Total	10,054	11,093	9,754	9,149	11,455	51,505
	% Hisp	16%	18%	19%	15%	13%	16%
	% NH White	65%	64%	45%	44%	49%	54%
	% NH Black	7%	9%	21%	10%	15%	13%
	% Asian/Pac.Isl.	10%	7%	13%	30%	19%	15%
Voter Registration (Nov 2020)	Total	8,804	8,221	8,049	9,145	8,593	42,812
	% Latino est.	12%	15%	17%	14%	15%	15%
	% Spanish-Surnamed	12%	14%	16%	13%	14%	14%
	% Asian-Surnamed	3%	2%	5%	12%	9%	6%
	% Filipino-Surnamed	1%	2%	1%	4%	3%	2%
	% NH White est.	79%	73%	55%	61%	59%	65%
	% NH Black	5%	8%	22%	9%	14%	11%
Voter Turnout (Nov 2020)	Total	7,067	6,343	5,969	7,798	6,774	33,951
	% Latino est.	11%	14%	15%	14%	14%	13%
	% Spanish-Surnamed	11%	13%	14%	13%	13%	13%
	% Asian-Surnamed	3%	2%	5%	11%	9%	6%
	% Filipino-Surnamed	1%	2%	1%	3%	3%	2%
	% NH White est.	80%	73%	56%	62%	60%	66%
	% NH Black	5%	8%	22%	9%	13%	11%
Voter Turnout (Nov 2018)	Total	5,082	4,481	3,687	4,572	4,250	22,072
	% Latino est.	10%	11%	14%	13%	12%	12%
	% Spanish-Surnamed	9%	11%	13%	12%	12%	11%
	% Asian-Surnamed	2%	2%	5%	9%	7%	5%
	% Filipino-Surnamed	1%	2%	2%	3%	3%	2%
	% NH White est.	81%	76%	56%	63%	63%	69%
	% NH Black est.	4%	7%	21%	9%	13%	11%
ACS Pop. Est.	Total	15,834	16,461	14,814	13,821	17,572	78,502
Age	age0-19	28%	26%	27%	31%	27%	28%
	age20-60	53%	55%	56%	54%	57%	55%
	age60plus	19%	20%	17%	15%	16%	17%
Immigration	immigrants	24%	21%	24%	26%	25%	24%
	naturalized	46%	53%	62%	85%	58%	61%
Language spoken at home	english	64%	69%	63%	68%	62%	65%
	spanish	12%	15%	17%	3%	13%	12%
	asian-lang	6%	3%	7%	17%	12%	9%
	other lang	18%	12%	14%	12%	13%	14%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	13%	18%	13%	18%	16%
Education (among those age 25+)	hs-grad	66%	66%	65%	48%	59%	61%
	bachelor	17%	16%	13%	32%	20%	19%
	graduatedegree	7%	6%	4%	15%	9%	8%
Child in Household	child-under18	34%	35%	35%	47%	36%	37%
Pct of Pop. Age 16+	employed	65%	62%	65%	73%	69%	67%
Household Income	income 0-25k	14%	16%	21%	4%	10%	14%
	income 25-50k	18%	19%	25%	3%	15%	17%
	income 50-75k	20%	20%	17%	13%	19%	18%
	income 75-200k	42%	43%	34%	55%	49%	44%
	income 200k-plus	5%	2%	3%	25%	7%	7%
Housing Stats	single family	70%	72%	68%	99%	66%	74%
	multi-family	30%	28%	32%	1%	34%	26%
	rented	46%	49%	52%	13%	50%	44%
	owned	54%	51%	48%	87%	50%	56%

Total population data from the 2020 Decennial Census.

Surname-based Voter Registration and Turnout data from the California Statewide Database.

Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

MEMORANDUM



ITEM 19.1.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Maria Kniestedt, Communications and Public Affairs Director
Stefan Heisler, Senior Management Analyst I
SUBJECT: **PRESENTATION OF THE 2023 RESIDENT SATISFACTION SURVEY RESULTS**

RECOMMENDATION

Receive presentation of the results from the 2023 Resident Satisfaction Survey.

RESULT OF RECOMMENDED ACTION

Council will receive the results of the Survey and provide feedback to staff.

BACKGROUND

In June 2023 the City of Rancho Cordova completed its eighth Resident Satisfaction Survey. This is the third time it has been administered by consultant Dennis Tootelian, Ph.D. The first Resident Satisfaction Survey was completed in 2006. These surveys are used to gauge resident opinions on the quality of life in the City of Rancho Cordova and satisfaction with the services provided by the City.

Resident satisfaction surveys prior to 2018 were conducted by Godbe Research. In 2018, City staff decided to review past methodologies and questionnaires to streamline the survey while maintaining some ability to compare the 2018 findings with those from the 2016 survey. The 2021 survey followed the same methodology and is nearly identical to the 2018 survey. Likewise, the 2023 survey closely mirrors the 2021 and 2018 surveys.

The 2023 biennial Resident Satisfaction Survey had the following scope:

- A reduced questionnaire of 20 questions, mirroring the 2021 and 2018 surveys that were jointly developed by City staff and Dennis Tootelian, maintaining key metrics from previous surveys
- 350 residents over age 18 were surveyed by telephone (land lines and cell phones)
- Survey interviews lasted less than 20 minutes
- The surveys occurred during the month of June 2023

The specific topics assessed were:

- Overall perceptions of living in Rancho Cordova

- Satisfaction with services offered by the City
- Satisfaction with customer service when contacting the City
- Public safety and the services provided by the Police Department
- Satisfaction with the City's responsiveness to resident issues/concerns
- Satisfaction with information provided by the City on its programs and services
- Sources of information used by residents to learn about City programs and services

The survey results will assist the City Council and staff in setting its strategic and budgetary priorities.

FISCAL IMPACT AND FUNDING SOURCE

The cost of this survey was a not to exceed \$26,550. There is no direct additional fiscal impact associated with this activity, except that the results of this survey may inform future policy and fiscal decisions.

ATTACHMENT(S)

1. 2023 Resident Satisfaction Survey Report
2. Presentation

2023 RESIDENT SATISFACTION SURVEY FOR THE CITY OF RANCHO CORDOVA

Presented to:

City of Rancho Cordova

Presented by:

**Dr. Dennis H. Tootelian
Sacramento, California**

**Final Report
August 2023**

TABLE OF CONTENTS

EXECUTIVE SUMMARY	4
INTRODUCTION	8
Goals of the Survey	8
Background	8
About the Consultant	9
METHODOLOGY	10
Population for the Study	10
Research Design.....	10
Sample Plan and Sample Size.....	10
Questionnaire Design.....	10
Caveats.....	11
FINDINGS OF THE STUDY.....	12
Respondent Demographic Characteristics	12
Respondent Residential Characteristics	13
Perceptions of Living in Rancho Cordova.....	13
Ratings of the City on Service Attributes and Responsiveness	14
Sources and Rating of Information Regarding City Activities	17
Perceptions of Personal Safety from Crime.....	17
Ratings of the Rancho Cordova Police Department	18
Significant Cross-Tabulations.....	19
Comparisons to the 2021 and 2018 Surveys.....	19
SUMMARY AND CONCLUSIONS	26
TABLE ONE: RESPONDENT DEMOGRAPHIC CHARACTERISTICS.....	29
TABLE TWO: RESPONDENT RESIDENTIAL CHARACTERISTICS	30
TABLE THREE: PERCEPTIONS OF LIVING IN RANCHO CORDOVA	31
TABLE FOUR: RATINGS OF THE CITY ON SERVICE ATTRIBUTES AND RESPONSIVENESS.....	33
TABLE FIVE: SOURCES AND RATING OF INFORMATON REGARDING CITY ACTIVITIES.....	36
TABLE SIX: PERCEPTIONS OF PERSONAL SAFETY	37
TABLE SEVEN: RATINGS OF THE RANCHO CORDOVA POLICE DEPARTMENT	38

TABLE EIGHT: SIGNIFICANT CROSS-TABULATIONS	39
Significant Cross-Tabulations by Age	49
Significant Cross-Tabulations by Household Income	56
Significant Cross-Tabulations by Ethnicity	64
Significant Cross-Tabulations by Years a Resident of Rancho Cordova	77
Significant Cross-Tabulations by Whether Own or Rent	86
TABLE NINE: COMPARISON OF THE 2023 RESULTS TO THE 2021 AND 2018 SURVEY RESULTS	88
Respondent Demographic Characteristics	88
Respondent Residential Characteristics	89
Perceptions of Living in Rancho Cordova.....	89
Ratings of the City on Service Attributes and Responsiveness	91
Sources and Rating of Information Regarding City Activities	94
Perceptions of Personal Safety.....	94
Ratings of the Rancho Cordova Police Department	95
APPENDIX A: QUESTIONNAIRE USED IN THE 2023 SURVEY	97

2023 RESIDENT SATISFACTION SURVEY FOR THE CITY OF RANCHO CORDOVA

EXECUTIVE SUMMARY

INTRODUCTION

In March 2023, the City of Rancho Cordova, California (City) retained Dennis H. Tootelian, Ph.D. to assist it in conducting a survey of residents' views on various community topics and their satisfaction with services offered by the City. The overall goal of the survey was to provide City officials with residents' views on how well City services are meeting residents' needs and areas where the City could improve. Similar resident satisfaction studies were conducted in 2021 and 2018, as well as in previous years.

METHODOLOGY

The population for this study was residents of the City of Rancho Cordova who were at least 18 years of age. Given the nature of the study, it was determined that a telephone survey would be the most appropriate method of data collection. Telephone interviews are cost effective and can be conducted in reasonably short time periods which reduces the risks of extraneous events occurring during the data collection process.

The sample size for the survey was established by examining the nature of the questions and expectations regarding variability of responses. Based on this, and taking into consideration normal time and costs, the sample size for the survey was set at 350.

The questionnaire for the survey focused on the issues identified in the Introduction of this Report. The City approved the questionnaire prior to the launch of the survey.

SUMMARY AND CONCLUSIONS

Based on the findings of this study, and subject to the Caveats expressed in the Methodology, the following conclusions appear warranted for the 2023 Resident Survey. They are provided in bullet format for emphasis:

- More than 90% of the respondents thought people can have a good quality of life when living in Rancho Cordova, and 83% would recommend living in the City to a friend. These

percentages are higher than was found in 2021 even though the percentages in prior years also were quite high.

- Nearly 45% of the respondents thought the image of Rancho Cordova has improved in the last two years, and a similar percentage thought it has remained the same. Overall, nearly 90% of the respondents believed the image has improved or remained the same while only 10% thought it had gotten worse. While the percentage who felt the City's image has improved was lower than in prior years, the percentage who thought it stayed the same increased. Given the favorable attitudes about quality of life and recommending the City to friends, this change may reflect a belief that the City already has a positive image.

Reasons cited by those who believed the image has improved were the quality of the streets and infrastructure, the businesses that have come into the area, and the City's growth rate. Among the relatively few residents who thought the image has gotten worse, most cited crime rate and homeless issues.

- The City continued to receive high ratings for its services. The majority of respondents rated City services as very good or good on all of the dimensions studied except for addressing homeless population issues. The highest ratings were for maintaining streets (including cleanliness, lighting, and landscaping), providing police protection in neighborhoods, repairing/resurfacing streets, and planning for the City's future. Compared to 2021, ratings went up in 2023 for six of the eight dimensions studied, remained the same for one, and declined slightly for one (repairing/resurfacing streets).

The only area in which there was an appreciable number of negative ratings was for addressing homeless population issues. Approximately 33% of the respondents rated the City as very good or good in this area compared to 38% who rated it as poor or very poor. It is important to note, however, that during the last two-year period, the City was bound by State regulations, County Health requirements, and notable court cases (Martin v. Boise), which limited actions and interactions with those experiencing homelessness. These limitations are likely to have continued this change in respondent ratings since 2021.

- Nearly 85% of the respondents were very or somewhat satisfied overall with the services provided by the City. This percentage was considerably higher than found in prior years, which also were quite positive.
- More than 85% of the respondents were very or somewhat satisfied with the customer service they received when contacting the City in person or by telephone, and nearly 80% were very or somewhat satisfied with the service they received when contacting the City through its website/RC Online. Relatively few were not very or not at all satisfied with either form of contact. It is unknown whether the negative ratings are due to the interaction between residents and City representatives or electronic contacts, or due to the residents not getting the actions/answers they wanted. Direct comparisons to prior years were not possible because the question was not broken out by form of contact in prior years. However, the percentage of respondents who were satisfied with each of the two forms of contact was higher in 2023 than in prior years.

- More than 75% of the respondents indicated they were satisfied that the City tries to be responsive to the well-being and concerns of its residents. This is consistent with the other perceptions of the City and the ratings respondents gave to various City services. It also is a higher percentage than found in prior years, even though satisfaction was high in those years as well.
- The main sources for information about the City's activities were City printed material and social media. This is consistent with the findings in 2021.

Nearly 55% of the respondents indicated they get their information about City activities from City-provided sources, which is up from the 48% and 42% that did so in 2021 and 2018 respectively. This indicates that City sources of information are increasingly important and useful to residents.

Furthermore, nearly 50% of the respondents in 2023 indicated they get their information about the City's activities from electronic sources (i.e., social media, City's website, City's digital newsletter) compared to 44% who did so in 2021 and 34% who did so in 2018. Therefore, digital communication appears to be increasing while word of mouth and television/radio/newspapers declined as main sources of information about the City's activities from prior years.

- Nearly 70% of the respondents were satisfied with the City's efforts to keep them informed about the programs and services it makes available to residents, and only 8% were dissatisfied. The percentage of respondents who were satisfied was higher in 2023 than in prior years, and the percentage who were dissatisfied was lower than in 2021. This indicates that the City's efforts are being noticed and well-received.
- Most respondents indicated they felt safe from crime when in their neighborhoods (89%), at their local parks (84%), when alone (80%), and shopping in the City (77%). or in the other venues included in this study. Direct comparisons to prior years were not possible because the question was changed in 2023 to focus on "safe from crime" instead of "safe" in 2021 and 2018. However, the percentages who feel safe when alone and when shopping, while higher than in 2021, are still below 2018 levels.
- About 80% of the respondents rated the Rancho Cordova Police Department positively on all dimensions studied. They rated the Police Department as very good or good on helping citizens (82%), community involvement (80%), being able to respond quickly when needed (79%), and treating people fairly (78%). Few respondents gave the Police Department a poor rating on any of the dimensions studied. These percentages are substantially higher than was found in 2021 and better than two of the four dimensions studied in 2018.
- With respect to the demographic composition of respondents, the percentages of females and males remained about the same compared to 2021. There were more males in 2023 than in 2018.

Respondents to the 2023 survey tended to be younger and have higher household incomes than was found in the 2021 and 2018 surveys. About 36% were under 40 years of age compared to 30% in 2021 and 2018. Furthermore, nearly 45% had household incomes in excess of \$100,000 in 2023 compared to 38% in 2021 and 29% in 2018.

Additionally, fewer respondents were Caucasian/White (52%) in 2023 compared to 2021 (58%) and 2018 (60%), and more were Latino/Hispanic (16% in 2023) and Asian-American (10% in 2023) compared to prior years. The percentage of African-American/Black remained about the same as in 2021. The percentage of respondents who indicated they were of two or more races increased to 10% in 2023 compared to 8% in 2021 and less than 1% in 2018.

In terms of residential characteristics, while the majority of respondents indicated they own their homes, more respondents in 2023 indicated they rented their homes (25%) compared to 2021 (22%) and 2018 (17%). While the majority in all years resided in zip code 95670, somewhat more in 2023 resided in zip code 95742 than in prior years.

Overall, the demographic and residential characteristics of respondents reflect demographics changes across the city and new residential expansion, particularly in zip code 95742, that have occurred over the last two years.

Overall, the vast majority of respondents continued to believe they can have a good quality of life by living in the City, would recommend the City to a friend, and think the City's image has improved or remained the same. They also continue to give favorable ratings for the services the City offers, and believe the City is trying to be responsive to the well-being and concerns of its residents. The findings are consistent in showing that residents rate City services, City information, and the Rancho Cordova Police Department positively.

Importantly, too, respondents increasingly are relying on City-provided sources of information about City activities, and are satisfied with the information the City provides its residents. There clearly has been a shift in what sources of information residents use, and City-provided sources seem very much in line with those.

2023 RESIDENT SATISFACTION SURVEY FOR THE CITY OF RANCHO CORDOVA

INTRODUCTION

In March 2023, the City of Rancho Cordova, California (City) retained Dennis H. Tootelian, Ph.D. (Consultant) to assist it in conducting a survey of residents' views on various community topics and their satisfaction with services offered by the City. Similar surveys have been conducted previously on a bi-annual basis, with the most recent ones being in 2021 and 2018. The results of these surveys are used by City officials to assess selected services and make adjustments as necessary to better serve residents of Rancho Cordova.

Goals of the Survey

The overall goals of the survey were to provide City officials with residents' views on how well City services are meeting residents' needs and areas where the City could improve. The specific objectives of the survey were to assess resident perceptions and satisfaction on a variety of topics, including:

- Overall perceptions of living in Rancho Cordova.
- Satisfaction with services offered by the City.
- Satisfaction with customer service when contacting the City.
- Satisfaction with the City's responsiveness to resident issues/concerns.
- Sources of information used to learn about City programs and services.
- Satisfaction with information provided by the City on its programs and services.
- Perceptions of personal safety from crime when in various venues.
- Perceptions of the services provided by the Rancho Cordova Police Department.

Background

The Tootelian Company was first retained to conduct this type of survey in 2018. At that time, it was decided to review past methodologies and questionnaires, and to streamline the survey while maintaining some ability to compare future findings with those from previous resident surveys. This 2023 survey used the same methodology and a similar questionnaire to what was used in 2021 and 2018. Accordingly, many comparisons of results from 2018 and 2021 to 2023 are possible.

About the Consultant

Dr. Dennis H. Tootelian is the founder and principal of The Tootelian Company, a marketing and management consulting firm in Rancho Cordova and Sacramento, California. Dr. Tootelian is an Emeritus Professor of Marketing and former Director of the Center for Small Business in the College of Business at California State University, Sacramento. He received his Ph.D. in Marketing from Arizona State University, with minor fields in Accounting and Management.

Dennis has published approximately one hundred articles dealing with all facets of business, and has co-authored six texts on marketing and small business management. His academic research has appeared as peer-reviewed articles (i.e., reviewed by academicians for quality of research methodology) in such journals as the Journal of Marketing, Journal of Retailing, Journal of Business Research, Journal of Food Products Marketing, Journal of Health Care Marketing, and Journal of Professional Services Marketing. Results of some of his applied research and writing have appeared in The Congressional Record, The Wall Street Journal, Forbes, The Kiplinger Report, USA Today, ABC National News website, and even The National Enquirer.

In addition to teaching at the undergraduate and graduate levels, Dennis has worked in a consulting capacity with Fortune 500 companies (e.g., McDonald's Corporation, Merck, Johnson & Johnson, Nestle U.S.A., McKesson Corporation), not-for-profit organizations (e.g., California Pharmacists Association, California Dental Association), and federal and State governmental agencies (e.g., Centers for Disease Control, California Environmental Protection Agency, California Department of Parks and Recreation, and California Department of Food and Agriculture). He also has served on the Board of Directors of several publicly traded and not-for-profit organizations.

Among the services Dennis offers are assistance in marketing research for external and internal constituencies, developing marketing plans, assisting in strategic business planning, conducting economic impact studies, and designing materials to be used in public relations programs.

METHODOLOGY

The methodology for this survey conformed to generally accepted research practices. Adjustments in the methodology needed to address normal time and cost constraints were not considered significant.

Population for the Study

The population for this study was defined to be residents of the City of Rancho Cordova who were at least 18 years of age and resided in 95670, 95742, and 95827 zip codes.

Research Design

Given the nature of the study, it was determined that a telephone survey would be the most appropriate method of data collection. Telephone interviews are cost-effective and can be conducted in reasonably short periods of time. The speed with which telephone surveys are completed reduces the risk of extraneous events occurring during the data collection process which could adversely affect the quality of the information obtained. Additionally, this method was used in 2021 and 2018 and was one of the methods used in previous resident satisfaction surveys. Maintaining similar methodologies allowed for better comparisons to past findings.

Sample Plan and Sample Size

The sample size for the survey of residents was established on the basis of the nature of the questions and expectations regarding variability of responses. Accuracy levels for a survey are generally determined by the extent to which responses vary. The more responses vary, the larger the sample size needs to be.

Based on this, and taking into consideration time and costs, the sample size for the survey was set at 350 completed interviews. This was considered adequate given the nature and objectives of the study to achieve normally acceptable accuracy levels at the 95% confidence level.

Questionnaire Design

The questionnaire for the survey was jointly developed by the City and the Consultant. It focused on the issues identified in the Introduction of this Report.

The questionnaire contained eighteen questions, and the interviewers also recorded respondent gender and respondent zip code. Because several questions were multi-part in nature, each respondent was asked a total of thirty-one questions.

The Consultant reviewed the questionnaires used in the 2021 and 2018 surveys and prepared a 2023 questionnaire in draft form based on the issues described above as well as additional ones he thought might be considered. The City was asked to decide which questions to retain, which

questions to modify, and what new questions to add. The Consultant then prepared a revised questionnaire with the appropriate wording and in the appropriate sequence. The City approved the questionnaire prior to the launch of the survey. The final questionnaire used in this survey was similar to what was used in 2021 and 2018, and a copy is presented in Appendix A.

Caveats

The results of any research should be used with caution and at the reader's own discretion. Every study, no matter how well constructed, contains the possibility of some degree of error. Accordingly, the reader assumes sole responsibility for the use of this information.

FINDINGS OF THE STUDY

The findings of this study are presented in nine sections:

- Respondent Demographic Characteristics
- Respondent Residential Characteristics
- Perceptions of Living in Rancho Cordova
- Ratings of the City on Service Attributes and Responsiveness
- Sources and Rating of Information Regarding City Activities
- Perceptions of Personal Safety from Crime
- Ratings of the Rancho Cordova Police Department
- Significant Cross-Tabulations
- Comparisons to the 2021 and 2018 Surveys

Tabled data is presented immediately following the Summary and Conclusion section of this Report. Comparisons of responses between years are described in the last section of the Findings.

Statistical tests were conducted to measure the error level of the sample based on categorized data. The sample of 350 was found to be statistically sound at a 95% confidence level.

Respondent Demographic Characteristics

Respondents were asked their age, household income in 2022, and ethnicity. In addition, their genders were recorded by the interviewers. Respondent demographic characteristics are presented in Table One.

Of the total number of respondents, 49.1% were females and 50.9% were males. With respect to age, the single largest group of respondents (31.4%) was 40 to 54 years of age, and the next largest groups were 25 to 39 (25.6%) and 55 to 64 (19.6%). Overall, there were about equal representations of those under 40 (35.7%), 40 to 54 (31.4%), and 55 and older (32.9%).

The largest group of respondents (24.0%) had 2022 household incomes in excess of \$150,000, and the next largest group (20.8%) had incomes of \$101,000 to \$150,000. Approximately 20.5% of the respondents had incomes of \$50,000 or less in 2022, 34.6% had incomes between \$51,000 and \$100,000, and 44.8% had incomes in excess of \$100,000.

The majority of respondents (52.2%) were Caucasian. The next largest groups were Latino/Hispanic (16.0%), Asian-American (10.1%), and African-Americans (6.2%). Another 10.4% of the respondents indicated they were of two or more races, 2.7% were Native American, 1.2% were Pacific Islanders, and 1.2% indicated they were of other ethnic groups.

Respondent Residential Characteristics

Respondents were asked how long they had lived in the City and whether they owned or rented their place of residence. Additionally, interviewers recorded respondents' residential zip codes. These results are presented in Table Two.

The largest group of respondents (28.3%) indicated they have lived in the City for more than 20 years. The next largest groups have lived in the City for 11 to 20 years (24.3%) and 2 to 5 years (19.4%). Overall, 28.8% have lived in the City for 5 years or less, 18.6% for 6 to 10 years, and 52.6% for more than 20 years.

The majority of respondents (58.0%) lived in zip code 95670, which comprises the bulk of the City's population. Both 95742 (26.9%) and 95827 (15.1%) were reasonably represented in the sample as well.

Most respondents (75.3%) indicated they owned their homes. The remaining 24.7% rented homes or apartments.

Perceptions of Living in Rancho Cordova

Respondents were asked whether they thought someone can have a good quality of life when living in the City, whether they would recommend living in Rancho Cordova to a friend, and whether they thought the image of the City has become better or worse within the last two years and why they felt that way. Their responses are presented in Table Three.

Overall, 90.3% of the respondents believed a person can have a good quality of life when living in the City. The majority of respondents (56.3%) agreed with the statement that "You can have a good quality of life living in Rancho Cordova," and the next largest group (34.0%) strongly agreed with the statement. Only 4.0% disagreed with the statement.

	2023
Agree or disagree: "You can have a good quality of life living in Rancho Cordova"?	
Strongly agree or Agree	90.3%
Disagree or Strongly disagree	4.0%

Consistent with the above finding, 83.4% of the respondents indicated they would recommend living in Rancho Cordova to a friend. An additional 6.0% said they were unsure, and 10.6% said they would not recommend living in the City to a friend.

	2023
Would you recommend living in Rancho Cordova to a friend?	
Yes	83.4%
No	10.6%

About 89.4% of the respondents thought the image of the City has either gotten better or remained unchanged in the last two years. The largest group of respondents (44.8%) believed the image of Rancho Cordova has gotten better and the next largest group (44.6%) thought the image has remained the same. Only 10.6% believed it has gotten worse. Given the favorable perceptions cited above regarding the quality of life and willingness to recommend the City to friends, this suggests that remaining the same could be viewed as a more positive than negative connotation.

	2023
Do you think the image of the City has gotten better, remained the same, or gotten worse over the last two years?	
Gotten better	44.8%
Remained the same	44.6%
Gotten worse	10.6%

When asked the main reason for their beliefs about the image of the City, those that thought it had gotten better primarily cited the quality of streets and infrastructure (25.5%), businesses that have come into the City (17.8%), the City's growth rate (12.1%), and less crime (10.8%). Other individual positive comments are presented in Table Three.

A relatively small number of respondents (10.6% or 37 of 350 respondents) thought the image has gotten worse in the last two years. Therefore, caution should be used in considering percentages since the base is small. The main reasons cited were more crime (4.6% of the total sample) and homeless issues (3.4% of the total sample).

Ratings of the City on Service Attributes and Responsiveness

Respondents were asked to rate the City on a variety of services, how satisfied they were with services provided by the City, how satisfied they were with contacting the City regarding a question/problem, and how satisfied they were that the City has tried to be responsive to their well-being and concerns. Their responses are presented in Table Four.

As shown below, the majority of respondents rated the City as very good or good on seven of the eight services studied. The most positive responses (i.e., very good and good) were for maintaining the streets (78.7%), providing police protection in neighborhoods (70.9%), repairing and resurfacing the streets (69.7%), planning for the City's future (69.7%), and attracting/retaining businesses and jobs within the City (68.0%).

	2023
Maintaining streets, including cleanliness, lighting and landscaping?	
Very good or Good	78.7%
Poor or Very poor	4.8%
Providing police protection in your neighborhood?	
Very good or Good	70.9%
Poor or Very poor	10.1%

	2023
Repairing and resurfacing City streets?	
Very good or Good	69.7%
Poor or Very poor	9.2%
Planning for the City's future?	
Very good or Good	69.7%
Poor or Very poor	9.5%
Attracting and retaining businesses and jobs within the City?	
Very good or Good	68.0%
Poor or Very poor	6.4%
Enforcing City code requirements/conducting beautification programs?	
Very good or Good	66.8%
Poor or Very poor	11.5%
Using City's Community Enhancement Funds to meet resident needs?	
Very good or Good	64.4%
Poor or Very poor	7.7%
Addressing homeless issues?	
Very good or Good	33.4%
Poor or Very poor	38.2%

The least positive rating was for addressing homeless population issues. In this case, the single largest group rated the City as fair (28.3%), with more rating it poor or very poor (38.2%) than good or very good (33.4%).

It is also important to note that fairly high percentages of people had no opinions about how well the City was using the City's Community Enhancement Funds (33.4%) and planning for the City's future (24.6%). This may in part be due to a lack of awareness, given that 28.8% of the respondents have been residents of the City for 5 years or less. Of respondents who had lived in the City for 5 years or less, 37.6% had "no opinion" about the City's Community Enhancement Funds and 29.7% had "no opinion" about planning for the City's future. Comparatively, of respondents who had lived in the City for 6 or more years, 31.7% had "no opinion" about the City's Community Enhancement Funds and 22.5% had "no opinion" about planning for the City's future.

Overall, 84.5% of the respondents were very or somewhat satisfied with the services provided by the City. The single largest group of respondents (53.1%) were somewhat satisfied with the services and an additional 31.4% were very satisfied. Comparatively, 4.5% were somewhat or very dissatisfied. The remaining 10.9% were neither satisfied nor dissatisfied.

	2023
Overall, how satisfied are you with the city services provided by the City?	
Very satisfied or Somewhat satisfied	84.5%
Somewhat dissatisfied or Very dissatisfied	4.5%

Respondents were asked if they had contacted the City in person or by telephone to obtain information and/or report a problem, get a problem resolved, or for some other reason. Just under half of the respondents (46.0%) indicated they had contacted the City in person or by telephone. The single largest group of respondents who had contacted the City in these ways (44.7%) were very satisfied with the customer service they received, and another 41.0% were somewhat satisfied. Accordingly, 85.7% of the respondents who contacted the City were satisfied, while 11.8% were either somewhat or very dissatisfied with the customer service they received. It should be noted that some or all of this dissatisfaction may be due to not getting problems resolved in the manner they wanted rather than poor customer service.

	2023
If you contacted the City in person/phone, how satisfied were you with the customer service?	
Very satisfied or Somewhat satisfied	85.7%
Somewhat dissatisfied or Very dissatisfied	11.8%

Respondents also were asked if they had contacted the City using the City's website or Rancho Cordova Online to obtain information and/or report a problem, get a problem resolved, or for some other reason. About one-third of the respondents (33.4%) indicated they had contacted the City using the City's website or Rancho Cordova Online. The single largest group of respondents who had contacted the City in these manners (41.9%) were very satisfied with the customer service they received, and another 35.9% were somewhat satisfied. Accordingly, 77.8% of the respondents who contacted the City were satisfied, while 15.3% were either somewhat or very dissatisfied with the customer service they received. As indicated above, it should be noted that some or all of this dissatisfaction may be due to not getting problems resolved in the manner they wanted rather than poor customer service.

	2023
If you contacted the City's website/RC Online, how satisfied were you with the customer service?	
Very satisfied or Somewhat satisfied	77.8%
Somewhat dissatisfied or Very dissatisfied	15.3%

Overall, 76.0% of the respondents were very or somewhat satisfied that the City tries to be responsive to the well-being and concerns of its residents. Half of the respondents (50.0%) indicated they were somewhat satisfied and another 26.0% were very satisfied. Comparatively, only 6.0% were somewhat or very dissatisfied. The remaining 18.0% were neither satisfied nor dissatisfied.

	2023
How satisfied that the City tries to be responsive to the well-being and concerns of its residents?	
Very satisfied or Somewhat satisfied	76.0%
Somewhat dissatisfied or Very dissatisfied	6.0%

Sources and Rating of Information Regarding City Activities

Respondents were asked their main source of information about what the City is doing in the community and how they would rate the City's efforts to provide them with information about the programs and services it makes available. Their responses are shown in Table Five.

The single largest group of respondents (28.6%) indicated their main source of information about what the City is doing in the community was from City-printed material such as mailers or brochures. The next largest groups got their information from social media such as Facebook (23.1%), the City's website (15.1%), word of mouth from friends/others (12.9%), and the City's digital newsletter such as Rancho Cordova News and Rancho Cordova Events (10.6%). Only 5.7% of the respondents indicated that the main source of information was television/radio/newspaper.

	2023
Main source of information about what the City is doing in the Community?	
City printed material, such as a mailer or brochure	28.6%
Social media, such as Facebook	23.1%
City's website	15.1%
Word of mouth from friends or others	12.9%
City's digital newsletter, such as Fresh News or Fresh Events	10.6%
Television/Radio/Newspaper	5.7%

Overall, 54.3% of the respondents indicated that their main source of information about what the City is doing came from City-provided sources. Furthermore, 66.8% of the respondents indicated the main source of information about the City was through electronic means (i.e., City's website, social media, City's digital newsletter). About 14.0% of the respondents cited other sources, and these are presented in Table Five.

About 68.3% of the respondents rated the City as very good or good in providing information about the programs and services it makes available to its residents. The largest group of respondents (39.7%) rated the City as good for providing information and another 28.6% rated the City's efforts as very good. Comparatively, 8.0% rated the City's efforts as poor or very poor. The remaining 23.7% rated the City's efforts as fair.

	2023
How rate the City on providing info. about programs and services it makes available to residents?	
Very good or Good	68.3%
Poor or Very poor	8.0%

Perceptions of Personal Safety from Crime

Respondents were asked how safe from crime they feel they are when in particular situations and venues. Their responses are presented in Table Six.

As shown below, respondents generally felt safe from crime in all of the situations studied. They felt safest when they were in their neighborhood (88.5%) and at local parks (84.3%). To a slightly lesser extent, they felt safe when alone (79.7%) or shopping within the City (77.0%).

	2023
When you are in your neighborhood?	
Very safe or Somewhat safe	88.5%
Somewhat unsafe or Very unsafe	9.2%
When you are at your local parks?	
Very safe or Somewhat safe	84.3%
Somewhat unsafe or Very unsafe	6.5%
When you are alone?	
Very safe or Somewhat safe	79.7%
Somewhat unsafe or Very unsafe	11.2%
When you are shopping within the City?	
Very safe or Somewhat safe	77.0%
Somewhat unsafe or Very unsafe	16.4%

Ratings of the Rancho Cordova Police Department

Respondents were asked to rate the Rancho Cordova Police Department on a variety of dimensions. Their responses are presented in Table Seven.

As shown below, the Police Department was rated very good or good by a large majority of the respondents for each dimension studied. More than three-fourths of the respondents rated the Police Department very good or good for helping citizens (81.8%), community involvement (79.7%), and being able to respond quickly when needed (78.9%), and treating people fairly (77.7%).

It is important to note that very small percentages of respondents rated the Police Department as poor or very poor on any of the dimensions included in this survey. Poor or very poor ratings were given by only 5.2% of the respondents for helping citizens, 6.3% for treating people fairly, 7.5% for community involvement, and 9.8% for being able to respond quickly when needed.

	2023
Helping citizens?	
Very good or Good	81.8%
Poor or Very poor	5.2%
Community involvement?	
Very good or Good	79.7%
Poor or Very poor	7.5%

	2023
Being able to respond quickly when needed?	
Very good or Good	78.9%
Poor or Very poor	9.8%
Treating people fairly?	
Very good or Good	77.7%
Poor or Very poor	6.3%

Significant Cross-Tabulations

Questions 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, and 14 were cross-tabulated with most respondent demographic and residential characteristics (i.e., Questions 19, 16, 17, 18, 1, 15). In the case of ethnicity, some categories were merged because the number of respondents in more detailed categories was too small to analyze.

Chi-Square tests were performed to measure if observed numbers (i.e., actual responses) were greater or less than what would normally be expected by chance. Chi-Square tests are commonly used to compare the actual distribution of responses to a question with what would normally be expected to occur by chance. If a sufficiently larger or smaller number of actual responses occur than would be expected by chance, it assumes there is some relationship between the variables studied. A Chi-Square test is statistically significant at the 0.05 level, meaning that the differences between observed and expected are not likely to occur simply by chance.

Only those cross-tabulations that were found to show statistically significant differences at the 0.05 level are presented in Table Eight. The cells in each table in which the Consultant thought the differences were most meaningful are highlighted. Therefore, if the “observed” (i.e., actual responses) number is greater than the “expected” number, it means that: “More respondents than normally expected by chance think...” Conversely, if the “observed” number is less than the “expected” number, it means that: “Fewer respondents than normally expected by chance think...”

Caution should be used, however, in drawing conclusions from the cross-tabulations presented in Table Eight. Generally, the Chi-Square test requires that there are at least 5 responses in each cell to help ensure the accuracy of the test results. In the results reported here, some cells do not have the required minimum observed number. Therefore, it is best to review the cross-tabulations as possible relationships rather than draw conclusions that relationships absolutely exist.

Comparisons to the 2021 and 2018 Surveys

Comparisons were made between the results of this survey and the surveys conducted in 2021 and 2018. As previously indicated, nearly all of the questions were worded the same over the years, so comparisons of most results were possible. More detailed percentage responses to each question for 2023, 2021, and 2018 are presented in Table Nine.

Presented below in *italics* are brief summaries of the Consultant's impressions of the similarities and differences in the 2023 findings and the findings in 2021 and 2018.

- To what extent do you agree or disagree with the statement: "You can have a good quality of life living in Rancho Cordova?"

	2023	2021	2018
Agree or disagree: "You can have a good quality of life living in Rancho Cordova"?			
Strongly agree or Agree	90.3%	84.0%	81.7%
Disagree or Strongly disagree	4.0%	4.0%	3.4%

In 2023, more respondents agreed with the statement than was found in 2021 or 2018. The percentage of respondents who disagreed with the statement remained very low in 2023 and consistent with prior years.

- Would you recommend living in Rancho Cordova to a friend?

	2023	2021	2018
Would you recommend living in Rancho Cordova to a friend?			
Yes	83.4%	78.9%	70.6%
No	10.6%	11.7%	6.6%
Uncertain	6.0%	9.4%	22.9%

In 2023, more respondents said they would recommend the City than was found in 2021 or 2018, and fewer said they would not recommend the City than was found in 2021. The number who were uncertain declined appreciably in 2023 from prior years.

- Do you think the image of the City of Rancho Cordova has gotten better, remained the same, or gotten worse over the last two years?

	2023	2021	2018
Do you think the image of the City has gotten better, remained the same, or gotten worse over the last two years?			
Gotten better	44.8%	53.4%	54.0%
Remained the same	44.6%	34.6%	37.9%
Gotten worse	10.6%	12.0%	8.0%

While fewer respondents said the image has gotten better over the last 2 years when compared to 2021 and 2018, more felt the image has remained the same, and fewer thought the image has gotten worse compared to 2021. Given the fact that the vast majority of respondents in 2023 felt that people can have a good life living in the City and would recommend the City to friends, it may be that the image of the City is already viewed positively and thereby resulted in responses of "remaining the same."

- What is the one main reason you feel the image of the City has gotten better?

	2023	2021	2018
Main reason the City's image has gotten better?			
Quality of streets and infrastructure (bike paths, bridges, medians, etc.)	25.5%	26.7%	48.1%
Businesses that have come/left	17.8%	18.7%	8.6%
City's growth rate	12.1%	23.0%	1.6%
Crime rate	10.8%	9.6%	20.9%
Homeless issues	5.1%	0.0%	0.0%
Convenient to rest of Sacramento Region	3.2%	0.0%	0.0%
Parks and other amenities have improved/places are cleaner	3.2%	5.3%	11.8%
Community events	2.5%	3.7%	5.3%
Diversity of the population	0.6%	1.1%	0.0%
Traffic congestion	0.6%	0.0%	0.0%
Cost of housing	0.0%	0.5%	1.1%
Other	12.7%	10.7%	2.7%

Of the nearly 45% who indicated in 2023 that the City's image has gotten better, fewer respondents cited the city's growth and the businesses that have come to the area as reasons for the image improvement when compared to 2021. However, other reasons were cited more often than found in 2021 and 2018.

- What is the one main reason you feel the image of the City has gotten worse?

	2023	2021	2018
Main reason the City's image has gotten worse?			
Crime rate	43.2%	33.3%	60.7%
Homeless issues	32.4%		
Businesses that have come/left	2.7%	2.4%	0.0%
City's growth rate	2.7%	0.0%	0.0%
Quality of the schools	0.0%	0.0%	3.6%
Quality of streets and infrastructure (bike paths, bridges, medians, etc.)	0.0%	11.9%	10.7%
Traffic congestion	0.0%	0.0%	10.7%
Community events	0.0%	2.4%	0.0%
Parks and other amenities have gotten worse	0.0%	9.5%	3.6%
Other	18.9%	40.5%	10.7%

Of the 10% who indicated in 2023 that the City's image has gotten worse, more respondents cited the city's crime rate as a reason for the image to decline compared to 2021. "Homeless issues" was not a defined category in 2021 and 2018, but was frequently mentioned in "Other." Therefore, comparisons to prior years were not possible. No respondents in 2023 cited the quality of the City's streets and infrastructure or parks and other amenities as causes of the City's image decline, while those two factors were mentioned in prior years.

- How would you rate the City of Rancho Cordova on each of the following:
 - Maintaining the streets, including cleanliness, lighting and landscaping?
 - Repairing and resurfacing City streets?

- C) Enforcing city code requirements and conducting beautification programs in your neighborhood?
- D) Addressing homeless issues?
- E) Attracting and retaining new and existing businesses and jobs in the City?
- F) Providing police protection in your neighborhood?
- G) Using the City's Community Enhancement and Investment Fund, which is funded by two recent sales tax measures, to meet residents' needs?
- H) Planning for the City's future?

	2023	2021	2018
Maintaining streets, including cleanliness, lighting and landscaping?			
Very good or Good	78.7%	78.9%	78.0%
Poor or Very poor	4.8%	6.9%	7.4%
Repairing and resurfacing City streets?			
Very good or Good	69.7%	74.3%	78.5%
Poor or Very poor	9.2%	6.6%	2.1%
Enforcing City code requirements/conducting beautification programs?			
Very good or Good	66.8%	60.0%	58.1%
Poor or Very poor	11.5%	9.4%	19.7%
Addressing homeless issues?			
Very good or Good	33.4%	26.6%	n.a.
Poor or Very poor	38.2%	34.0%	n.a.
Attracting and retaining businesses and jobs within the City?			
Very good or Good	68.0%	56.3%	77.4%
Poor or Very poor	6.4%	9.2%	7.9%
Providing police protection in your neighborhood?			
Very good or Good	70.9%	65.7%	79.2%
Poor or Very poor	10.1%	7.1%	6.8%
Using City's Community Enhancement Funds to meet resident needs?			
Very good or Good	64.4%	56.9%	n.a.
Poor or Very poor	7.7%	6.6%	n.a.
Planning for the City's future?			
Very good or Good	69.7%	51.2%	77.6%
Poor or Very poor	9.5%	13.8%	6.9%

In 2023, the responses were generally similar to what was found in 2021. The majority of respondents continued to rate the City as very good and good in all of the dimensions included in prior surveys, and relatively few rated the City poor or very poor on any individual dimension.

- Overall, how satisfied are you with the city services provided by the City of Rancho Cordova?

	2023	2021	2018
Overall, how satisfied are you with the city services provided by the City?			
Very satisfied or Somewhat satisfied	84.5%	76.6%	76.0%
Somewhat dissatisfied or Very dissatisfied	4.5%	5.1%	4.0%

More respondents were satisfied with the City's services in 2023 compared to 2021 and 2018, and a very small percentage continued to be dissatisfied.

- If you have contacted the City to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received? In 2023, this question was divided into two parts: a) if contacted the City in person or by telephone, and b) if contacted the City through its website or Rancho Cordova Online.

	2023	All Methods of Contact 2021	All Methods of Contact 2018
If you contacted the City <u>in person/phone</u>, how satisfied were you with the customer service?			
Very satisfied or Somewhat satisfied	85.7%	69.4%	72.3%
Somewhat dissatisfied or Very dissatisfied	11.8%	14.7%	22.6%
If you contacted the <u>City's website/RC Online</u>, how satisfied were you with the customer service?			
Very satisfied or Somewhat satisfied	77.8%	69.4%	72.3%
Somewhat dissatisfied or Very dissatisfied	15.4%	14.7%	22.6%

Direct comparisons to prior years were not possible since the question about satisfaction with contacting the City was divided into two methods in 2023. However, more respondents indicated they were satisfied with each group of methods in 2023 compared to prior years.

- Which one of the following is your main source of information about what the City of Rancho Cordova is doing in the community?

	2023	2021	2018
Main source of information about what the City is doing in the Community?			
City printed material, such as a mailer or brochure	28.6%	28.0%	20.3%
Social media, such as Facebook	23.1%	23.7%	12.0%
City's website	15.1%	11.4%	8.9%
Word of mouth from friends or others	12.9%	13.7%	18.3%
City's digital newsletter, such as Rancho Cordova News or Rancho Cordova Events	10.6%	8.6%	13.1%
Television/Radio/Newspaper	5.7%	10.3%	27.1%
Other	4.0%	4.3%	0.3%

In 2023, more respondents used City-provided sources of information (54.3%) than was found in 2021 (48.0%) or 2018 (42.3%). Additionally, more respondents used electronic sources (i.e., social media, City's website, City's digital newsletter) in 2023 (48.8%) than occurred in 2021 (43.7%) or 2018 (34.0%). Finally, fewer used television/radio/newspaper in 2023 compared to 2021 or 2018.

- How would you rate the City of Rancho Cordova on providing you with information about the programs and services it makes available to residents?

	2023	2021	2018
Very good or Good	68.3%	62.0%	71.6%
Poor or Very poor	8.0%	11.1%	2.0%

In 2023, more respondents rated the City as very good or good and fewer rated it as poor or very poor than was found in 2021.

- Overall, how satisfied are you that the City of Rancho Cordova tries to be responsive to the well-being and concerns of its residents?

	2023	2021	2018
Very satisfied or Somewhat satisfied	76.0%	73.1%	75.1%
Somewhat dissatisfied or Very dissatisfied	6.0%	7.4%	3.1%

In 2023, more respondents were satisfied with the City's efforts to be responsive than was found in either 2021 or 2018, and relatively few continued to be dissatisfied with the City's efforts.

- How safe from crime do you feel on each of the following situations:
 - A) When you are alone?
 - B) When you are in your neighborhood?
 - C) When you are shopping within Rancho Cordova?
 - D) When you are at your local parks?

	2023	2021	2018
When you are alone?			
Very safe or Somewhat safe	79.7%	76.6%	96.9%
Somewhat unsafe or Very unsafe	11.2%	11.7%	2.0%
When you are in your neighborhood?			
Very safe or Somewhat safe	88.5%	84.3%	87.4%
Somewhat unsafe or Very unsafe	9.2%	9.1%	6.3%

	2023	2021	2018
When you are shopping within the City?			
Very safe or Somewhat safe	77.0%	75.1%	83.5%
Somewhat unsafe or Very unsafe	16.4%	12.6%	5.8%
When you are at your local parks?			
Very safe or Somewhat safe	84.3%	68.6%	79.9%
Somewhat unsafe or Very unsafe	6.5%	5.4%	6.9%

The wording of the question was changed from just “safe” to “safe from crime” in 2023, making it difficult to undertake direct comparisons between the three years. However, while the great majority of respondents in 2023 indicated they felt safe from crime in each of the situations studied, the percentages who feel safe when alone and when shopping are still below 2018 levels. A reason for this feeling when shopping may be due to a heightened visibility of the homeless population.

- How would you rate the Rancho Cordova Police Department on each of the following?
 - A) Community involvement?
 - B) Helping citizens?
 - C) Treating people fairly?
 - D) Being able to respond quickly when needed?

	2023	2021	2018
Community involvement?			
Very good or Good	79.7%	70.6%	82.6%
Poor or Very poor	7.5%	6.3%	2.3%
Helping citizens?			
Very good or Good	81.8%	66.6%	73.7%
Poor or Very poor	5.2%	6.3%	7.2%
Treating people fairly?			
Very good or Good	77.7%	62.3%	70.6%
Poor or Very poor	6.3%	7.1%	8.9%
Being able to respond quickly when needed?			
Very good or Good	78.9%	64.0%	82.4%
Poor or Very poor	9.8%	8.6%	6.6%

In 2023, the vast majority of respondents rated the Police Department as very good or good on each of the dimensions included in the survey. These percentages are substantially higher than was found in 2021 and better than for two of the four dimensions studied in 2018. As was the case in 2021 and 2018, few respondents in 2023 rated the Police Department as poor or very poor on any individual dimension studied.

SUMMARY AND CONCLUSIONS

Based on the findings of this study, and subject to the Caveats expressed in the Methodology, the following conclusions appear warranted for the 2023 Resident Survey. They are provided in bullet format for emphasis:

- More than 90% of the respondents thought people can have a good quality of life when living in Rancho Cordova, and 83% would recommend living in the City to a friend. These percentages are higher than was found in 2021 even though the percentages in prior years also were quite high.
- Nearly 45% of the respondents thought the image of Rancho Cordova has improved in the last two years, and a similar percentage thought it has remained the same. Overall, nearly 90% of the respondents believed the image has improved or remained the same while only 10% thought it had gotten worse. While the percentage who felt the City's image has improved was lower than in prior years, the percentage who thought it stayed the same increased. Given the favorable attitudes about quality of life and recommending the City to friends, this change may reflect a belief that the City already has a positive image.

Reasons cited by those who believed the image has improved were the quality of the streets and infrastructure, the businesses that have come into the area, and the City's growth rate. Among the relatively few residents who thought the image has gotten worse, most cited crime rate and homeless issues.

- The City continued to receive high ratings for its services. The majority of respondents rated City services as very good or good on all of the dimensions studied except for addressing homeless population issues. The highest ratings were for maintaining streets (including cleanliness, lighting, and landscaping), providing police protection in neighborhoods, repairing/resurfacing streets, and planning for the City's future. Compared to 2021, ratings went up in 2023 for six of the eight dimensions studied, remained the same for one, and declined slightly for one (repairing/resurfacing streets).

The only area in which there was an appreciable number of negative ratings was for addressing homeless population issues. Approximately 33% of the respondents rated the City as very good or good in this area compared to 38% who rated it as poor or very poor. It is important to note, however, that during the last two-year period, the City was bound by State regulations, County Health requirements, and notable court cases (*Martin v. Boise*), which limited actions and interactions with those experiencing homelessness. These limitations are likely to have continued this change in respondent ratings since 2021.

- Nearly 85% of the respondents were very or somewhat satisfied overall with the services provided by the City. This percentage was considerably higher than found in prior years, which also were quite positive.

- More than 85% of the respondents were very or somewhat satisfied with the customer service they received when contacting the City in person or by telephone, and nearly 80% were very or somewhat satisfied with the service they received when contacting the City through its website/RC Online. Relatively few were not very or not at all satisfied with either form of contact. It is unknown whether the negative ratings are due to the interaction between residents and City representatives or electronic contacts, or due to the residents not getting the actions/answers they wanted. Direct comparisons to prior years were not possible because the question was not broken out by form of contact in prior years. However, the percentage of respondents who were satisfied with each of the two forms of contact was higher in 2023 than in prior years.
- More than 75% of the respondents indicated they were satisfied that the City tries to be responsive to the well-being and concerns of its residents. This is consistent with the other perceptions of the City and the ratings respondents gave to various City services. It also is a higher percentage than found in prior years, even though satisfaction was high in those years as well.
- The main sources for information about the City's activities were City printed material and social media. This is consistent with the findings in 2021.

Nearly 55% of the respondents indicated they get their information about City activities from City-provided sources, which is up from the 48% and 42% that did so in 2021 and 2018 respectively. This indicates that City sources of information are increasingly important and useful to residents.

Furthermore, nearly 50% of the respondents in 2023 indicated they get their information about the City's activities from electronic sources (i.e., social media, City's website, City's digital newsletter) compared to 44% who did so in 2021 and 34% who did so in 2018. Therefore, digital communication appears to be increasing while word of mouth and television/radio/newspapers declined as main sources of information about the City's activities from prior years.

- Nearly 70% of the respondents were satisfied with the City's efforts to keep them informed about the programs and services it makes available to residents, and only 8% were dissatisfied. The percentage of respondents who were satisfied was higher in 2023 than in prior years, and the percentage who were dissatisfied was lower than in 2021. This indicates that the City's efforts are being noticed and well-received.
- Most respondents indicated they felt safe from crime when in their neighborhoods (89%), at their local parks (84%), when alone (80%), and shopping in the City (77%). or in the other venues included in this study. Direct comparisons to prior years were not possible because the question was changed in 2023 to focus on "safe from crime" instead of "safe" in 2021 and 2018. However, the percentages who feel safe when alone and when shopping, while higher than in 2021, are still below 2018 levels.

- About 80% of the respondents rated the Rancho Cordova Police Department positively on all dimensions studied. They rated the Police Department as very good or good on helping citizens (82%), community involvement (80%), being able to respond quickly when needed (79%), and treating people fairly (78%). Few respondents gave the Police Department a poor rating on any of the dimensions studied. These percentages are substantially higher than was found in 2021 and better than two of the four dimensions studied in 2018.
- With respect to the demographic composition of respondents, the percentages of females and males remained about the same compared to 2021. There were more males in 2023 than in 2018.

Respondents to the 2023 survey tended to be younger and have higher household incomes than was found in the 2021 and 2018 surveys. About 36% were under 40 years of age compared to 30% in 2021 and 2018. Furthermore, nearly 45% had household incomes in excess of \$100,000 in 2023 compared to 38% in 2021 and 29% in 2018.

Additionally, fewer respondents were Caucasian/White (52%) in 2023 compared to 2021 (58%) and 2018 (60%), and more were Latino/Hispanic (16% in 2023) and Asian-American (10% in 2023) compared to prior years. The percentage of African-American/Black remained about the same as in 2021. The percentage of respondents who indicated they were of two or more races increased to 10% in 2023 compared to 8% in 2021 and less than 1% in 2018.

In terms of residential characteristics, while the majority of respondents indicated they own their homes, more respondents in 2023 indicated they rented their homes (25%) compared to 2021 (22%) and 2018 (17%). While the majority in all years resided in zip code 95670, somewhat more in 2023 resided in zip code 95742 than in prior years.

Overall, the demographic and residential characteristics of respondents reflect demographics changes across the city and new residential expansion, particularly in zip code 95742, that have occurred over the last two years.

Overall, the vast majority of respondents continued to believe they can have a good quality of life by living in the City, would recommend the City to a friend, and think the City's image has improved or remained the same. They also continue to give favorable ratings for the services the City offers, and believe the City is trying to be responsive to the well-being and concerns of its residents. The findings are consistent in showing that residents rate City services, City information, and the Rancho Cordova Police Department positively.

Importantly, too, respondents increasingly are relying on City-provided sources of information about City activities, and are satisfied with the information the City provides its residents. There clearly has been a shift in what sources of information residents use, and City-provided sources seem very much in line with those.

TABLE ONE: RESPONDENT DEMOGRAPHIC CHARACTERISTICS

	2023 Number	2023 Percent
19. Respondent's gender.		
Female	172	49.1%
Male	178	50.9%
Total	350	100.0%
16. What is your age?		
Under 25	35	10.1%
25 to 39	89	25.6%
40 to 54	109	31.4%
55 to 64	68	19.6%
65 or older	46	13.3%
Total	347	100.0%
Did not answer	3	0.9%
17. What was your total household income before taxes in 2022?		
\$30,000 or less	20	6.4%
\$31,000 to \$50,000	44	14.1%
\$51,000 to \$75,000	54	17.3%
\$76,000 to \$100,000	54	17.3%
\$101,000 to \$150,000	65	20.8%
More than \$150,000	75	24.0%
Total	312	100.0%
Did not answer	38	10.9%
18. What ethnic group do you consider yourself a part of?		
African-American/Black	21	6.2%
Asian-American	34	10.1%
Caucasian/White	176	52.2%
Latino/Hispanic	54	16.0%
Native American	9	2.7%
Pacific Islander	4	1.2%
Two or more races	35	10.4%
Other	4	1.2%
Total	337	100.0%
Did not answer	13	3.7%

TABLE TWO: RESPONDENT RESIDENTIAL CHARACTERISTICS

	2023 Number	2023 Percent
1. Number of years lived in the City of Rancho Cordova?		
Less than 2 years	33	9.4%
2 to 5 years	68	19.4%
6 to 10 years	65	18.6%
11 to 20 years	85	24.3%
More than 20 years	99	28.3%
Total	350	100.0%
20. Respondent's zip code.		
95670	203	58.0%
95742	94	26.9%
95827	53	15.1%
Total	350	100.0%
15. Do you own or rent your home?		
Own	262	75.3%
Rent	86	24.7%
Total	348	100.0%
Did not answer	2	0.6%

**TABLE THREE: PERCEPTIONS OF LIVING IN
RANCHO CORDOVA**

	2023 Number	2023 Percent
2. To what extent agree or disagree with the statement: "You can have a good quality of life living in Rancho Cordova"?		
Strongly agree	119	34.0%
Agree	197	56.3%
Neither agree nor disagree	20	5.7%
Disagree	11	3.1%
Strongly disagree	3	0.9%
Total	350	100.0%
3. Would you recommend living in Rancho Cordova to a friend?		
Yes	292	83.4%
No	37	10.6%
Uncertain	21	6.0%
Total	350	100.0%
4. Do you think the image of the City has gotten better, remained the same, or gotten worse over the last two years?		
Gotten better	157	44.8%
Remained the same	156	44.6%
Gotten worse	37	10.6%
Total	350	100.0%
5. What is the main reason you feel the image of the City has gotten <u>better</u>?		
Quality of streets and infrastructure (bike paths, bridges, medians, etc.)	40	25.5%
Businesses that have come/left	28	17.8%
City's growth rate	19	12.1%
Crime rate	17	10.8%
Homeless issues	8	5.1%
Convenient to rest of Sacramento Region	5	3.2%
Parks and other amenities have improved/places are cleaner	5	3.2%
Community events	4	2.5%
Diversity of the population	1	0.6%
Traffic congestion	1	0.6%

	2023 Number	2023 Percent
Other	20	12.7%
Amgen tour, improved events.		
Availability of housing		
Beatification		
Beatifications of buildings.		
Development on the south end.		
Folsom Blvd. upgrade, new businesses.		
I moved to a better area of town. The south side of town is worse.		
Informing residents to unit as a whole/equitable living in Rancho.		
Jesus		
Leadership of the city striving for better condition.		
Money back into the community.		
More homes and less crime.		
More services for everything and people are more active.		
Police are more active.		
Police are proactive.		
Property value is going up.		
Responsiveness of the local government		
Revitalization		
The crime areas have been cleaned like west Laloma.		
The people		
Unsure	9	5.7%
Total	157	100.0%

5. What is the main reason you feel the image of the City has gotten worse?

Crime rate	16	43.2%
Homeless issues	12	32.4%
Businesses that have come/left	1	2.7%
Diversity of the population	1	2.7%
City's growth rate	1	2.7%
Other	6	16.2%
Because Gavin Newsom is the Governor		
Graffiti		
Homelessness, crime rate increase, no community programs for youth		
The city code violations		
The City's policing		
Visual decline in people		
Total	37	100.0%

TABLE FOUR: RATINGS OF THE CITY ON SERVICE ATTRIBUTES AND RESPONSIVENESS

2023	2023
Number	Percent

6. How do you rate the City on each of the following:

A) Maintaining streets, including cleanliness, lighting and landscaping?

Very good	100	28.7%
Good	174	50.0%
Fair	57	16.4%
Poor	13	3.7%
Very poor	4	1.1%
Total	348	100.0%
No opinion	2	0.6%

B) Repairing and resurfacing City streets?

Very good	92	26.6%
Good	149	43.1%
Fair	73	21.1%
Poor	23	6.6%
Very poor	9	2.6%
Total	346	100.0%
No opinion	4	1.1%

C) Enforcing City code requirements/conducting beautification programs?

Very good	68	21.1%
Good	147	45.7%
Fair	70	21.7%
Poor	24	7.5%
Very poor	13	4.0%
Total	322	100.0%
No opinion	28	8.0%

D) Addressing homeless issues?

Very good	28	8.9%
Good	77	24.5%
Fair	89	28.3%
Poor	65	20.7%
Very poor	55	17.5%
Total	314	100.0%
No opinion	36	10.3%

2023 Number	2023 Percent
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E) Attracting and retaining businesses and jobs within the City?

Very good	53	17.2%
Good	157	50.8%
Fair	79	25.6%
Poor	14	4.5%
Very poor	6	1.9%
Total	309	100.0%
No opinion	41	11.7%

F) Providing police protection in your neighborhood?

Very good	92	28.1%
Good	140	42.8%
Fair	62	19.0%
Poor	22	6.7%
Very poor	11	3.4%
Total	327	100.0%
No opinion	23	6.6%

G) Using City's Community Enhancement Funds to meet resident needs?

Very good	45	19.3%
Good	105	45.1%
Fair	65	27.9%
Poor	10	4.3%
Very poor	8	3.4%
Total	233	100.0%
No opinion	117	33.4%

H) Planning for the City's future?

Very good	42	15.9%
Good	142	53.8%
Fair	55	20.8%
Poor	15	5.7%
Very poor	10	3.8%
Total	264	100.0%
No opinion	86	24.6%

7. Overall, how satisfied are you with the city services provided by the City?

Very satisfied	110	31.4%
Somewhat satisfied	186	53.1%
Neither satisfied or dissatisfied	38	10.9%
Somewhat dissatisfied	12	3.4%
Very dissatisfied	4	1.1%
Total	350	100.0%

2023 Number	2023 Percent
----------------	-----------------

8. If you contacted the City in person/by telephone to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?

Very satisfied	72	44.7%
Somewhat satisfied	66	41.0%
Neither satisfied or dissatisfied	4	2.5%
Somewhat dissatisfied	11	6.8%
Very dissatisfied	8	5.0%
Have not contacted the City	189	54.0%
Total of those who have contacted the City	161	100.0%

9. If you contacted the City using the City's website/RC Online to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?

Very satisfied	49	41.9%
Somewhat satisfied	42	35.9%
Neither satisfied or dissatisfied	8	6.8%
Somewhat dissatisfied	10	8.5%
Very dissatisfied	8	6.8%
Have not contacted the City	233	66.6%
Total of those who have contacted the City	117	100.0%

12. Overall, how satisfied are you that the City tries to be responsive to the well-being and concerns of its residents?

Very satisfied	91	26.0%
Somewhat satisfied	175	50.0%
Neither satisfied or dissatisfied	63	18.0%
Somewhat dissatisfied	15	4.3%
Very dissatisfied	6	1.7%
Total	350	100.0%

TABLE FIVE: SOURCES AND RATING OF INFORMATON REGARDING CITY ACTIVITIES

2023	2023
Number	Percent

10. Which one of the following is your main source of information about what the City is doing in the community?

City printed material, such as a mailer or brochure	100	28.6%
Social media, such as Facebook	81	23.1%
City's website	53	15.1%
Word of mouth from friends or others	45	12.9%
City's digital newsletter, such as Fresh News or Fresh Events	37	10.6%
Television/Radio/Newspaper	20	5.7%
Other (please specify)	14	4.0%
Both digital and mailer.		
Chamber of Commerce		
City Council involvement / meetings		
City Council meeting & News papers		
Cordova Connect app does not always work.		
Email		
Magazines		
Mailers and social media		
None		
None		
Phone		
Phone call		
Printed and website		
Regular emails from the city of Rancho Cordova/Website		
Total	350	100.0%

11. How would you rate the City on providing you with information about the programs and services it makes available to residents?

Very good	100	28.6%
Good	139	39.7%
Fair	83	23.7%
Poor	19	5.4%
Very poor	9	2.6%
Total	350	100.0%

TABLE SIX: PERCEPTIONS OF PERSONAL SAFETY

2023	2023
Number	Percent

13. How safe do you feel on each of the following:

A) When you are alone?

Very safe	147	42.0%
Somewhat safe	132	37.7%
Neither safe nor unsafe	32	9.1%
Somewhat unsafe	36	10.3%
Very unsafe	3	0.9%
Total	350	100.0%

B) When you are in your neighborhood?

Very safe	222	63.4%
Somewhat safe	88	25.1%
Neither safe nor unsafe	8	2.3%
Somewhat unsafe	30	8.6%
Very unsafe	2	0.6%
Total	350	100.0%

C) When you are shopping within Rancho Cordova?

Very safe	136	39.2%
Somewhat safe	131	37.8%
Neither safe nor unsafe	23	6.6%
Somewhat unsafe	48	13.8%
Very unsafe	9	2.6%
Total	347	100.0%
No opinion	3	0.9%

D) When you are at your local parks?

Very safe	168	48.0%
Somewhat safe	127	36.3%
Neither safe nor unsafe	32	9.1%
Somewhat unsafe	19	5.4%
Very unsafe	4	1.1%
Total	350	100.0%

TABLE SEVEN: RATINGS OF THE RANCHO CORDOVA POLICE DEPARTMENT

2023	2023
Number	Percent

14. How would you rate the Rancho Cordova Police Department on each of the following:

A) Being involved in the community?

Very good	105	36.1%
Good	127	43.6%
Fair	37	12.7%
Poor	12	4.1%
Very poor	10	3.4%
Total	291	100.0%
No opinion	59	16.9%

B) Helping citizens?

Very good	104	38.0%
Good	120	43.8%
Fair	36	13.1%
Poor	7	2.6%
Very poor	7	2.6%
Total	274	100.0%
No opinion	76	21.7%

C) Treating people fairly?

Very good	103	38.1%
Good	107	39.6%
Fair	43	15.9%
Poor	7	2.6%
Very poor	10	3.7%
Total	270	100.0%
No opinion	80	22.9%

D) Being able to respond quickly when needed?

Very good	115	40.5%
Good	109	38.4%
Fair	32	11.3%
Poor	16	5.6%
Very poor	12	4.2%
Total	284	100.0%
No opinion	66	18.9%

TABLE EIGHT: SIGNIFICANT CROSS-TABULATIONS

Significant Cross-Tabulations by Gender

Q4 * Q19

			Q19		
			1	2	Total
Q4	1	Count	82	75	157
		Expected Count	77.2	79.8	157.0
	2	Count	80	76	156
		Expected Count	76.7	79.3	156.0
	3	Count	10	27	37
		Expected Count	18.2	18.8	37.0
Total	Count	172	178	350	
	Expected Count	172.0	178.0	350.0	
Value			df	Probability	
Pearson Chi-Square			8.125 ^a	2	.017

19. Respondent's gender.

- 1) Female
- 2) Male

4. Do you think the image of the City of Rancho Cordova has gotten better, remained the same, or gotten worse over the last two years?

- 1) Gotten better
- 2) Remained the same
- 3) Gotten worse

Q6B * Q19

			Q19		
			1	2	Total
Q6B	1	Count	41	51	92
		Expected Count	45.2	46.8	92.0
	2	Count	88	61	149
		Expected Count	73.2	75.8	149.0
	3	Count	30	43	73
		Expected Count	35.9	37.1	73.0
	4	Count	6	17	23
		Expected Count	11.3	11.7	23.0
	5	Count	4	5	9
		Expected Count	4.4	4.6	9.0
	6	Count	3	1	4
		Expected Count	2.0	2.0	4.0
Total	Count	172	178	350	
	Expected Count	172.0	178.0	350.0	

	Value	df	Probability
Pearson Chi-Square	14.568 ^a	5	.012

19. Respondent's gender.

- 1) Female
- 2) Male

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are: 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE

B) Repairing and resurfacing City streets?

Q6H * Q19

			Q19		
			1	2	Total
Q6H	1	Count	15	27	42
		Expected Count	20.6	21.4	42.0
	2	Count	78	64	142
		Expected Count	69.8	72.2	142.0
	3	Count	25	30	55
		Expected Count	27.0	28.0	55.0
	4	Count	4	11	15
		Expected Count	7.4	7.6	15.0
	5	Count	1	9	10
		Expected Count	4.9	5.1	10.0
	6	Count	49	37	86
		Expected Count	42.3	43.7	86.0
Total	Count	172	178	350	
	Expected Count	172.0	178.0	350.0	

	Value	df	Probability
Pearson Chi-Square	16.506 ^a	5	.006

19. Respondent's gender.

- 1) Female
- 2) Male

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are: 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE
- H) Planning for the City's future?

Q9 * Q19

			Q19		
			1	2	Total
Q9	1	Count	30	19	49
		Expected Count	24.1	24.9	49.0
	2	Count	20	22	42
		Expected Count	20.6	21.4	42.0
	3	Count	3	5	8
		Expected Count	3.9	4.1	8.0
	4	Count	5	5	10
		Expected Count	4.9	5.1	10.0
	5	Count	0	8	8
		Expected Count	3.9	4.1	8.0
	6	Count	114	119	233
		Expected Count	114.5	118.5	233.0
Total	Count	172	178	350	
	Expected Count	172.0	178.0	350.0	

	Value	df	Probability
Pearson Chi-Square	11.072 ^a	5	.050

19. Respondent's gender.

- 1) Female
- 2) Male

9. If you have contacted the City using the City's website or Rancho Cordova Online to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?

- 1) Very satisfied
- 2) Somewhat satisfied
- 3) Neither satisfied or dissatisfied
- 4) Somewhat dissatisfied
- 5) Very dissatisfied
- 6) Have not contacted the City

Q10 * Q19

			Q19		
			1	2	Total
Q10	1	Count	27	26	53
		Expected Count	26.0	27.0	53.0
	2	Count	43	57	100
		Expected Count	49.1	50.9	100.0
	3	Count	19	18	37
		Expected Count	18.2	18.8	37.0
	4	Count	54	27	81
		Expected Count	39.8	41.2	81.0
	5	Count	7	13	20
		Expected Count	9.8	10.2	20.0
	6	Count	17	28	45
		Expected Count	22.1	22.9	45.0
	7	Count	5	9	14
		Expected Count	6.9	7.1	14.0
Total	Count	172	178	350	
	Expected Count	172.0	178.0	350.0	

	Value	df	Probability
Pearson Chi-Square	16.540 ^a	6	.011

19. Respondent's gender.

- 1) Female
- 2) Male

10. Which ONE of the following is your main source of information about what the City of Rancho Cordova is doing in the community?

- 1) City's website
- 2) City printed material, such as a mailer or brochure
- 3) City's digital newsletter, such as Rancho Cordova News or Rancho Cordova Events
- 4) Social media, such as Facebook
- 5) Television/Radio/Newspaper
- 6) Word of mouth from friends or others
- 7) Other (please specify)

Q11 * Q19

			Q19		
			1	2	Total
Q11	1	Count	54	46	100
		Expected Count	49.1	50.9	100.0
	2	Count	74	65	139
		Expected Count	68.3	70.7	139.0
	3	Count	37	46	83
		Expected Count	40.8	42.2	83.0
	4	Count	6	13	19
		Expected Count	9.3	9.7	19.0
	5	Count	1	8	9
		Expected Count	4.4	4.6	9.0
Total	Count	172	178	350	
	Expected Count	172.0	178.0	350.0	

	Value	df	Probability
Pearson Chi-Square	10.122 ^a	4	.038

19. Respondent's gender.

- 1) Female
- 2) Male

11. Over the last two years how would you rate the City of Rancho Cordova's efforts to provide you with information about the programs and services it makes available to residents?

- 1) Very Good
- 2) Good
- 3) Fair
- 4) Poor
- 5) Very Poor

Q13A * Q19

			Q19		
			1	2	Total
Q13A	1	Count	56	91	147
		Expected Count	72.2	74.8	147.0
	2	Count	72	60	132
		Expected Count	64.9	67.1	132.0
	3	Count	24	8	32
		Expected Count	15.7	16.3	32.0
	4	Count	19	17	36
		Expected Count	17.7	18.3	36.0
	5	Count	1	2	3
		Expected Count	1.5	1.5	3.0
Total	Count	172	178	350	
	Expected Count	172.0	178.0	350.0	

	Value	df	Probability
Pearson Chi-Square	17.771 ^a	4	.001

19. Respondent's gender.

- 1) Female
- 2) Male

13. How safe from crime do you feel in each of the following situations: Your choices are: 1=Very Safe, 2=Somewhat Safe, 3=Neither Safe nor Unsafe, 4=Somewhat Unsafe, 5=Very Unsafe
A) When you are alone?

Q13C * Q19

			Q19		
			1	2	Total
Q13C	1	Count	54	82	136
		Expected Count	66.8	69.2	136.0
	2	Count	77	54	131
		Expected Count	64.4	66.6	131.0
	3	Count	14	9	23
		Expected Count	11.3	11.7	23.0
	4	Count	20	28	48
		Expected Count	23.6	24.4	48.0
	5	Count	5	4	9
		Expected Count	4.4	4.6	9.0
	6	Count	2	1	3
		Expected Count	1.5	1.5	3.0
Total	Count	172	178	350	
	Expected Count	172.0	178.0	350.0	

	Value	df	Probability
Pearson Chi-Square	12.568 ^a	5	.028

19. Respondent's gender.

- a. Female
- b. Male

13. How safe from crime do you feel in each of the following situations: Your choices are: 1=Very Safe, 2=Somewhat Safe, 3=Neither Safe nor Unsafe, 4=Somewhat Unsafe, 5=Very Unsafe, 6=Did not answer

C) When you are shopping within Rancho Cordova?

Q14A * Q19

			Q19		
			1	2	Total
Q14A	1	Count	51	54	105
		Expected Count	51.6	53.4	105.0
	2	Count	66	61	127
		Expected Count	62.4	64.6	127.0
	3	Count	18	19	37
		Expected Count	18.2	18.8	37.0
	4	Count	1	11	12
		Expected Count	5.9	6.1	12.0
	5	Count	1	9	10
		Expected Count	4.9	5.1	10.0
	6	Count	35	24	59
		Expected Count	29.0	30.0	59.0
Total	Count	172	178	350	
	Expected Count	172.0	178.0	350.0	

	Value	df	Probability
Pearson Chi-Square	16.996 ^a	5	.005

19. Respondent's gender.

- c. Female
- d. Male

14. How would you rate the Rancho Cordova Police Department on EACH of the following? Your choices are:

1=Very Good, 2=Good, 3=Fair, 4=Poor, 5=Very Poor, 6=Did not answer

A) Being involved in the community?

Q14B * Q19

			Q19		
			1	2	Total
Q14B	1	Count	55	49	104
		Expected Count	51.1	52.9	104.0
	2	Count	59	61	120
		Expected Count	59.0	61.0	120.0
	3	Count	18	18	36
		Expected Count	17.7	18.3	36.0
	4	Count	0	7	7
		Expected Count	3.4	3.6	7.0
	5	Count	0	7	7
		Expected Count	3.4	3.6	7.0
	6	Count	40	36	76
		Expected Count	37.3	38.7	76.0
Total	Count	172	178	350	
	Expected Count	172.0	178.0	350.0	

	Value	df	Probability
Pearson Chi-Square	14.491 ^a	5	.013

19. Respondent's gender.

- e. Female
- f. Male

14. How would you rate the Rancho Cordova Police Department on EACH of the following? Your choices are:

1=Very Good, 2=Good, 3=Fair, 4=Poor, 5=Very Poor, 6=Did not answer

B) Helping citizens

Significant Cross-Tabulations by Age

Q4 * Q16

			Q16					
			1	2	3	4	5	6
Q4	1	Count	12	31	55	29	27	3
		Expected Count	15.7	39.9	48.9	30.5	20.6	1.3
	2	Count	21	49	43	27	16	0
		Expected Count	15.6	39.7	48.6	30.3	20.5	1.3
	3	Count	2	9	11	12	3	0
		Expected Count	3.7	9.4	11.5	7.2	4.9	.3
Total	Count		35	89	109	68	46	3
	Expected Count		35.0	89.0	109.0	68.0	46.0	3.0

	Value	df	Probability
Pearson Chi-Square	20.167 ^a	10	.028

16. What is your age?

- 1) Under 25
- 2) 25 to 39
- 3) 40 to 54
- 4) 55 to 64
- 5) 65 or older
- 6) Did not answer

4. Do you think the image of the City of Rancho Cordova has gotten better, remained the same, or gotten worse over the last two years?

- 1) Gotten better
- 2) Remained the same
- 3) Gotten worse

Q6D * Q16

			Q16					
			1	2	3	4	5	6
Q6D	1	Count	2	9	5	3	8	1
		Expected Count	2.8	7.1	8.7	5.4	3.7	.2
	2	Count	6	23	26	11	10	1
		Expected Count	7.7	19.6	24.0	15.0	10.1	.7
	3	Count	8	20	33	14	14	0
		Expected Count	8.9	22.6	27.7	17.3	11.7	.8
	4	Count	4	15	21	18	7	0
		Expected Count	6.5	16.5	20.2	12.6	8.5	.6
	5	Count	9	16	11	17	2	0
		Expected Count	5.5	14.0	17.1	10.7	7.2	.5
	6	Count	6	6	13	5	5	1
		Expected Count	3.6	9.2	11.2	7.0	4.7	.3
Total	Count	35	89	109	68	46	3	
	Expected Count	35.0	89.0	109.0	68.0	46.0	3.0	

	Value	df	Probability
Pearson Chi-Square	38.550 ^a	25	.041

16. What is your age?

- 1) Under 25
- 2) 25 to 39
- 3) 40 to 54
- 4) 55 to 64
- 5) 65 or older
- 6) Did not answer

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE

D) Addressing homeless issues?

Q6H * Q16

			Q16					
			1	2	3	4	5	6
Q6H	1	Count	5	7	9	6	14	1
		Expected Count	4.2	10.7	13.1	8.2	5.5	.4
	2	Count	12	43	45	28	14	0
		Expected Count	14.2	36.1	44.2	27.6	18.7	1.2
	3	Count	7	13	25	4	5	1
		Expected Count	5.5	14.0	17.1	10.7	7.2	.5
	4	Count	2	5	3	4	1	0
		Expected Count	1.5	3.8	4.7	2.9	2.0	.1
	5	Count	0	3	3	3	1	0
		Expected Count	1.0	2.5	3.1	1.9	1.3	.1
	6	Count	9	18	24	23	11	1
		Expected Count	8.6	21.9	26.8	16.7	11.3	.7
Total	Count		35	89	109	68	46	3
	Expected Count		35.0	89.0	109.0	68.0	46.0	3.0

	Value	df	Probability
Pearson Chi-Square	38.477 ^a	25	.042

16. What is your age?

- 1) Under 25
- 2) 25 to 39
- 3) 40 to 54
- 4) 55 to 64
- 5) 65 or older
- 6) Did not answer

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE

H) Planning for the City's future?

Q9 * Q16

			Q16					
			1	2	3	4	5	6
Q9	1	Count	6	7	20	9	7	0
		Expected Count	4.9	12.5	15.3	9.5	6.4	.4
	2	Count	0	8	13	10	9	2
		Expected Count	4.2	10.7	13.1	8.2	5.5	.4
	3	Count	0	0	4	0	4	0
		Expected Count	.8	2.0	2.5	1.6	1.1	.1
	4	Count	0	5	1	2	2	0
		Expected Count	1.0	2.5	3.1	1.9	1.3	.1
	5	Count	1	1	6	0	0	0
		Expected Count	.8	2.0	2.5	1.6	1.1	.1
	6	Count	28	68	65	47	24	1
		Expected Count	23.3	59.2	72.6	45.3	30.6	2.0
Total	Count	35	89	109	68	46	3	
	Expected Count	35.0	89.0	109.0	68.0	46.0	3.0	

	Value	df	Probability
Pearson Chi-Square	51.673 ^a	25	.001

16. What is your age?

- 1) Under 25
- 2) 25 to 39
- 3) 40 to 54
- 4) 55 to 64
- 5) 65 or older
- 6) Did not answer

9. If you have contacted the City using the City's website or Rancho Cordova Online to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?

- 1) Very satisfied
- 2) Somewhat satisfied
- 3) Neither satisfied or dissatisfied
- 4) Somewhat dissatisfied
- 5) Very dissatisfied
- 6) Have not contacted the City

Q10 * Q16

			Q16					
			1	2	3	4	5	6
Q10	1	Count	4	8	22	13	4	2
		Expected Count	5.3	13.5	16.5	10.3	7.0	.5
	2	Count	6	31	26	23	13	1
		Expected Count	10.0	25.4	31.1	19.4	13.1	.9
	3	Count	4	5	14	7	7	0
		Expected Count	3.7	9.4	11.5	7.2	4.9	.3
	4	Count	10	30	20	11	10	0
		Expected Count	8.1	20.6	25.2	15.7	10.6	.7
	5	Count	1	2	3	6	8	0
		Expected Count	2.0	5.1	6.2	3.9	2.6	.2
	6	Count	8	12	20	3	2	0
		Expected Count	4.5	11.4	14.0	8.7	5.9	.4
	7	Count	2	1	4	5	2	0
		Expected Count	1.4	3.6	4.4	2.7	1.8	.1
Total	Count		35	89	109	68	46	3
	Expected Count		35.0	89.0	109.0	68.0	46.0	3.0

	Value	df	Probability
Pearson Chi-Square	60.392 ^a	30	.001

16. What is your age?

- 1) Under 25
- 2) 25 to 39
- 3) 40 to 54
- 4) 55 to 64
- 5) 65 or older
- 6) Did not answer

10. Which ONE of the following is your main source of information about what the City of Rancho Cordova is doing in the community?

- 1) City's website
- 2) City printed material, such as a mailer or brochure
- 3) City's digital newsletter, such as Rancho Cordova News or Rancho Cordova Events
- 4) Social media, such as Facebook
- 5) Television/Radio/Newspaper
- 6) Word of mouth from friends or others
- 7) Other (please specify)

Q11 * Q16

			Q16					
			1	2	3	4	5	6
Q11	1	Count	10	28	22	21	17	2
		Expected Count	10.0	25.4	31.1	19.4	13.1	.9
	2	Count	12	33	47	30	17	0
		Expected Count	13.9	35.3	43.3	27.0	18.3	1.2
	3	Count	12	18	34	11	8	0
		Expected Count	8.3	21.1	25.8	16.1	10.9	.7
	4	Count	1	10	3	3	1	1
		Expected Count	1.9	4.8	5.9	3.7	2.5	.2
	5	Count	0	0	3	3	3	0
		Expected Count	.9	2.3	2.8	1.7	1.2	.1
Total		Count	35	89	109	68	46	3
		Expected Count	35.0	89.0	109.0	68.0	46.0	3.0

	Value	df	Probability
Pearson Chi-Square	35.556 ^a	20	.017

16. What is your age?

- 1) Under 25
- 2) 25 to 39
- 3) 40 to 54
- 4) 55 to 64
- 5) 65 or older
- 6) Did not answer

11. Over the last two years how would you rate the City of Rancho Cordova's efforts to provide you with information about the programs and services it makes available to residents?

- 1) Very Good
- 2) Good
- 3) Fair
- 4) Poor
- 5) Very Poor

Q13A * Q16

			Q16					
			1	2	3	4	5	6
Q13A	1	Count	24	34	38	28	22	1
		Expected Count	14.7	37.4	45.8	28.6	19.3	1.3
	2	Count	7	39	47	17	20	2
		Expected Count	13.2	33.6	41.1	25.6	17.3	1.1
	3	Count	2	5	13	10	2	0
		Expected Count	3.2	8.1	10.0	6.2	4.2	.3
	4	Count	2	10	11	11	2	0
		Expected Count	3.6	9.2	11.2	7.0	4.7	.3
	5	Count	0	1	0	2	0	0
		Expected Count	.3	.8	.9	.6	.4	.0
Total		Count	35	89	109	68	46	3
		Expected Count	35.0	89.0	109.0	68.0	46.0	3.0

	Value	df	Probability
Pearson Chi-Square	33.033 ^a	20	.033

16. What is your age?

- 1) Under 25
- 2) 25 to 39
- 3) 40 to 54
- 4) 55 to 64
- 5) 65 or older
- 6) Did not answer

13. How safe from crime do you feel in each of the following situations: Your choices are: 1=Very Safe, 2=Somewhat Safe, 3=Neither Safe nor Unsafe, 4=Somewhat Unsafe, 5=Very Unsafe

A) When you are alone?

Significant Cross-Tabulations by Household Income

Q2 * Q17

			Q17					
			1	2	3	4	5	6
Q2	1	Count	4	12	15	19	19	36
		Expected Count	6.8	15.0	18.4	18.4	22.1	25.5
	2	Count	11	24	36	33	40	33
		Expected Count	11.3	24.8	30.4	30.4	36.6	42.2
	3	Count	5	5	1	1	3	2
		Expected Count	1.1	2.5	3.1	3.1	3.7	4.3
	4	Count	0	2	1	0	3	4
		Expected Count	.6	1.4	1.7	1.7	2.0	2.4
	5	Count	0	1	1	1	0	0
		Expected Count	.2	.4	.5	.5	.6	.6
		Count	20	44	54	54	65	75
Total		Expected Count	20.0	44.0	54.0	54.0	65.0	75.0

			Q17	
			7	Total
Q2	1	Count	14	119
		Expected Count	12.9	119.0
	2	Count	20	197
		Expected Count	21.4	197.0
	3	Count	3	20
		Expected Count	2.2	20.0
	4	Count	1	11
		Expected Count	1.2	11.0
	5	Count	0	3
		Expected Count	.3	3.0
Total	Count	38	350	
	Expected Count	38.0	350.0	

	Value	df	Probability
Pearson Chi-Square	39.384 ^a	24	.025

17. What was your total household income before taxes in 2022?
- 1) \$30,000 or less
 - 2) \$31,000 to \$50,000
 - 3) \$51,000 to \$75,000
 - 4) \$76,000 to \$100,000
 - 5) \$101,000 to \$150,000
 - 6) More than \$150,000
 - 7) Did not answer
2. To what extent do you agree or disagree with the statement: "You can have a good quality of life living in Rancho Cordova?"
- 1) Strongly agree
 - 2) Agree
 - 3) Neither agree nor disagree
 - 4) Disagree
 - 5) Strongly disagree

Q6D * Q17

			Q17					
			1	2	3	4	5	6
Q6D	1	Count	0	2	4	3	9	7
		Expected Count	1.6	3.5	4.3	4.3	5.2	6.0
	2	Count	4	7	10	10	19	24
		Expected Count	4.4	9.7	11.9	11.9	14.3	16.5
	3	Count	6	11	16	13	17	20
		Expected Count	5.1	11.2	13.7	13.7	16.5	19.1
	4	Count	3	12	12	9	12	8
		Expected Count	3.7	8.2	10.0	10.0	12.1	13.9
	5	Count	1	5	9	15	4	12
		Expected Count	3.1	6.9	8.5	8.5	10.2	11.8
	6	Count	6	7	3	4	4	4
		Expected Count	2.1	4.5	5.6	5.6	6.7	7.7
Total	Count	20	44	54	54	65	75	
	Expected Count	20.0	44.0	54.0	54.0	65.0	75.0	

			Q17	
			7	Total
Q6D	1	Count	3	28
		Expected Count	3.0	28.0
	2	Count	3	77
		Expected Count	8.4	77.0
	3	Count	6	89
		Expected Count	9.7	89.0
	4	Count	9	65
		Expected Count	7.1	65.0
	5	Count	9	55
		Expected Count	6.0	55.0
	6	Count	8	36
		Expected Count	3.9	36.0
Total	Count	38	350	
	Expected Count	38.0	350.0	

	Value	df	Probability
Pearson Chi-Square	52.916 ^a	30	.006

17. What was your total household income before taxes in 2022?
- 1) \$30,000 or less
 - 2) \$31,000 to \$50,000
 - 3) \$51,000 to \$75,000
 - 4) \$76,000 to \$100,000
 - 5) \$101,000 to \$150,000
 - 6) More than \$150,000
 - 7) Did not answer
6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE
- D) Addressing homeless issues?

Q6E * Q17

			Q17					
			1	2	3	4	5	6
Q6E	1	Count	2	5	5	8	9	16
		Expected Count	3.0	6.7	8.2	8.2	9.8	11.4
	2	Count	10	27	32	23	27	26
		Expected Count	9.0	19.7	24.2	24.2	29.2	33.6
	3	Count	2	5	8	17	18	24
		Expected Count	4.5	9.9	12.2	12.2	14.7	16.9
	4	Count	1	1	2	1	3	2
		Expected Count	.8	1.8	2.2	2.2	2.6	3.0
	5	Count	0	0	2	1	0	2
		Expected Count	.3	.8	.9	.9	1.1	1.3
	6	Count	5	6	5	4	8	5
		Expected Count	2.3	5.2	6.3	6.3	7.6	8.8
Total	Count	20	44	54	54	65	75	
	Expected Count	20.0	44.0	54.0	54.0	65.0	75.0	

			Q17	
			7	Total
Q6E	1	Count	8	53
		Expected Count	5.8	53.0
	2	Count	12	157
		Expected Count	17.0	157.0
	3	Count	5	79
		Expected Count	8.6	79.0
	4	Count	4	14
		Expected Count	1.5	14.0
	5	Count	1	6
		Expected Count	.7	6.0
	6	Count	8	41
		Expected Count	4.5	41.0
Total	Count	38	350	
	Expected Count	38.0	350.0	

	Value	df	Probability
Pearson Chi-Square	44.243 ^a	30	.045

17. What was your total household income before taxes in 2022?
- 1) \$30,000 or less
 - 2) \$31,000 to \$50,000
 - 3) \$51,000 to \$75,000
 - 4) \$76,000 to \$100,000
 - 5) \$101,000 to \$150,000
 - 6) More than \$150,000
 - 7) Did not answer
6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE
- E) Attracting and retaining new and existing businesses and jobs in the City?

Q11 * Q17

			Q17					
			1	2	3	4	5	6
Q11	1	Count	5	12	21	9	26	17
		Expected Count	5.7	12.6	15.4	15.4	18.6	21.4
	2	Count	9	19	21	18	16	39
		Expected Count	7.9	17.5	21.4	21.4	25.8	29.8
	3	Count	3	10	10	24	17	13
		Expected Count	4.7	10.4	12.8	12.8	15.4	17.8
	4	Count	3	2	1	1	5	5
		Expected Count	1.1	2.4	2.9	2.9	3.5	4.1
	5	Count	0	1	1	2	1	1
		Expected Count	.5	1.1	1.4	1.4	1.7	1.9
Total	Count	20	44	54	54	65	75	
	Expected Count	20.0	44.0	54.0	54.0	65.0	75.0	

			Q17	
			7	Total
Q11	1	Count	10	100
		Expected Count	10.9	100.0
	2	Count	17	139
		Expected Count	15.1	139.0
	3	Count	6	83
		Expected Count	9.0	83.0
	4	Count	2	19
		Expected Count	2.1	19.0
	5	Count	3	9
		Expected Count	1.0	9.0
Total	Count	38	350	
	Expected Count	38.0	350.0	

	Value	df	Probability
Pearson Chi-Square	42.559 ^a	24	.011

17. What was your total household income before taxes in 2022?
- 1) \$30,000 or less
 - 2) \$31,000 to \$50,000
 - 3) \$51,000 to \$75,000
 - 4) \$76,000 to \$100,000
 - 5) \$101,000 to \$150,000
 - 6) More than \$150,000
 - 7) Did not answer
11. Over the last two years how would you rate the City of Rancho Cordova's efforts to provide you with information about the programs and services it makes available to residents?
- 1) Very Good
 - 2) Good
 - 3) Fair
 - 4) Poor
 - 5) Very Poor

Significant Cross-Tabulations by Ethnicity

Q4 * Q18

			Q18					
			1	2	3	4	7	8
Q4	1	Count	3	16	87	28	8	8
		Expected Count	9.3	15.1	78.3	24.0	15.6	7.6
	2	Count	15	17	69	25	17	7
		Expected Count	9.3	15.1	78.3	24.0	15.6	7.6
	3	Count	3	1	20	1	10	2
		Expected Count	2.3	3.7	19.3	5.9	3.8	1.9
Total	Count	21	34	176	54	35	17	
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0	
Value			df	Probability				
Pearson Chi-Square		30.862 ^a	10	.001				

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

4. Do you think the image of the City of Rancho Cordova has gotten better, remained the same, or gotten worse over the last two years?

- 1) Gotten better
- 2) Remained the same
- 3) Gotten worse

Q6A * Q18

			Q18					
			1	2	3	4	7	8
Q6A	1	Count	7	6	50	18	9	8
		Expected Count	6.1	9.9	51.2	15.7	10.2	4.9
	2	Count	8	24	95	21	10	9
		Expected Count	10.4	16.8	87.2	26.8	17.3	8.4
	3	Count	6	1	24	11	11	0
		Expected Count	3.3	5.3	27.7	8.5	5.5	2.7
	4	Count	0	0	6	4	3	0
		Expected Count	.8	1.3	6.8	2.1	1.4	.7
	5	Count	0	2	1	0	1	0
		Expected Count	.2	.4	2.1	.6	.4	.2
	6	Count	0	1	0	0	1	0
		Expected Count	.1	.2	1.0	.3	.2	.1
Total	Count	21	34	176	54	35	17	
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0	

	Value	df	Probability
Pearson Chi-Square	51.067 ^a	25	.002

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE

A) Maintaining the streets, including cleanliness, lighting and landscaping?

Q6B * Q18

			Q18					
			1	2	3	4	7	8
Q6B	1	Count	8	5	41	16	8	8
		Expected Count	5.4	8.7	44.9	13.8	8.9	4.3
	2	Count	8	23	76	24	8	6
		Expected Count	9.0	14.6	75.7	23.2	15.1	7.3
	3	Count	4	4	36	10	15	1
		Expected Count	4.4	7.1	36.6	11.2	7.3	3.5
	4	Count	0	0	15	4	2	2
		Expected Count	1.4	2.3	12.0	3.7	2.4	1.2
	5	Count	1	2	4	0	2	0
		Expected Count	.6	.9	4.7	1.4	.9	.5
	6	Count	0	0	4	0	0	0
		Expected Count	.2	.4	2.1	.6	.4	.2
Total	Count	21	34	176	54	35	17	
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0	

	Value	df	Probability
Pearson Chi-Square	40.484 ^a	25	.026

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE

B) Repairing and resurfacing City streets?

Q6C * Q18

			Q18					
			1	2	3	4	7	8
Q6C	1	Count	3	3	35	14	7	4
		Expected Count	4.1	6.7	34.5	10.6	6.9	3.3
	2	Count	4	22	75	23	9	8
		Expected Count	8.8	14.2	73.6	22.6	14.6	7.1
	3	Count	9	2	32	13	9	2
		Expected Count	4.2	6.8	35.0	10.7	7.0	3.4
	4	Count	1	1	13	2	5	2
		Expected Count	1.5	2.4	12.5	3.8	2.5	1.2
	5	Count	0	2	5	2	3	0
		Expected Count	.7	1.2	6.3	1.9	1.2	.6
	6	Count	4	4	16	0	2	1
		Expected Count	1.7	2.7	14.1	4.3	2.8	1.4
Total	Count	21	34	176	54	35	17	
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0	

	Value	df	Probability
Pearson Chi-Square	41.796 ^a	25	.019

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE

C) Enforcing city code requirements and conducting beautification programs in your neighborhood?

Q6F * Q18

			Q18					
			1	2	3	4	7	8
Q6F	1	Count	5	7	51	16	5	4
		Expected Count	5.5	8.9	46.0	14.1	9.1	4.4
	2	Count	8	20	74	21	7	9
		Expected Count	8.7	14.0	72.6	22.3	14.4	7.0
	3	Count	7	7	25	10	7	2
		Expected Count	3.6	5.9	30.3	9.3	6.0	2.9
	4	Count	1	0	9	5	5	1
		Expected Count	1.3	2.1	11.0	3.4	2.2	1.1
	5	Count	0	0	3	1	5	1
		Expected Count	.6	1.0	5.2	1.6	1.0	.5
	6	Count	0	0	14	1	6	0
		Expected Count	1.3	2.1	11.0	3.4	2.2	1.1
Total	Count	21	34	176	54	35	17	
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0	

	Value	df	Probability
Pearson Chi-Square	54.146 ^a	25	.001

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE

F) Providing police protection in your neighborhood?

Q6G * Q18

			Q18					
			1	2	3	4	7	8
Q6G	1	Count	3	1	24	8	4	4
		Expected Count	2.7	4.4	23.0	7.1	4.6	2.2
	2	Count	4	18	56	16	3	4
		Expected Count	6.3	10.2	52.7	16.2	10.5	5.1
	3	Count	8	7	21	14	10	2
		Expected Count	3.9	6.3	32.4	9.9	6.4	3.1
	4	Count	0	0	6	0	3	1
		Expected Count	.6	1.0	5.2	1.6	1.0	.5
	5	Count	0	1	2	1	3	0
		Expected Count	.4	.7	3.7	1.1	.7	.4
	6	Count	6	7	67	15	12	6
		Expected Count	7.0	11.4	59.0	18.1	11.7	5.7
Total	Count	21	34	176	54	35	17	
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0	

	Value	df	Probability
Pearson Chi-Square	49.335 ^a	25	.003

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE

- G) Using the City's Community Enhancement and Investment Fund, which is funded by two recent sales tax measures, to meet residents' needs?

Q6H * Q18

			Q18					
			1	2	3	4	7	8
Q6H	1	Count	4	1	23	9	2	1
		Expected Count	2.5	4.0	20.9	6.4	4.2	2.0
	2	Count	5	21	75	22	9	7
		Expected Count	8.7	14.0	72.6	22.3	14.4	7.0
	3	Count	5	5	20	9	8	4
		Expected Count	3.2	5.1	26.6	8.2	5.3	2.6
	4	Count	1	0	9	0	4	0
		Expected Count	.9	1.4	7.3	2.2	1.5	.7
	5	Count	0	1	4	0	4	1
		Expected Count	.6	1.0	5.2	1.6	1.0	.5
	6	Count	6	6	45	14	8	4
		Expected Count	5.2	8.4	43.3	13.3	8.6	4.2
Total	Count	21	34	176	54	35	17	
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0	

	Value	df	Probability
Pearson Chi-Square	39.821 ^a	25	.030

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE

H) Planning for the City's future?

Q9 * Q18

			Q18						
			1	2	3	4	7	8	
Q9	1	Count	2	9	19	8	7	4	
		Expected Count	3.1	4.9	25.6	7.9	5.1	2.5	
	2	Count	1	2	27	8	0	3	
		Expected Count	2.6	4.1	21.4	6.6	4.3	2.1	
	3	Count	0	0	6	1	1	0	
		Expected Count	.5	.8	4.2	1.3	.8	.4	
	4	Count	0	0	3	1	4	0	
		Expected Count	.5	.8	4.2	1.3	.8	.4	
	5	Count	0	1	2	2	3	0	
		Expected Count	.5	.8	4.2	1.3	.8	.4	
	6	Count	18	22	119	34	20	10	
		Expected Count	13.9	22.5	116.5	35.7	23.2	11.2	
Total	Count	21	34	176	54	35	17		
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0		
Value			df	Probability					
Pearson Chi-Square			42.424 ^a	25	.016				

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

9. If you have contacted the City using the City's website or Rancho Cordova Online to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?

- 1) Very satisfied
- 2) Somewhat satisfied
- 3) Neither satisfied or dissatisfied
- 4) Somewhat dissatisfied
- 5) Very dissatisfied
- 6) Have not contacted the City

Q12 * Q18

			Q18					
			1	2	3	4	7	8
Q12	1	Count	4	8	57	9	5	6
		Expected Count	5.5	9.0	46.5	14.3	9.2	4.5
	2	Count	11	18	81	36	14	8
		Expected Count	10.5	16.9	87.7	26.9	17.4	8.5
	3	Count	5	6	28	6	11	3
		Expected Count	3.7	6.0	30.8	9.5	6.1	3.0
	4	Count	1	2	9	1	2	0
		Expected Count	.9	1.5	7.8	2.4	1.6	.8
	5	Count	0	0	1	2	3	0
		Expected Count	.4	.6	3.1	1.0	.6	.3
Total	Count	21	34	176	54	35	17	
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0	

	Value	df	Probability
Pearson Chi-Square	32.525 ^a	20	.038

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

12. Overall, in the last two years, how satisfied are you that the City of Rancho Cordova has tried to be responsive to the well-being and concerns of its residents?

- 1) Very satisfied
- 2) Somewhat satisfied
- 3) Neither satisfied or dissatisfied
- 4) Somewhat dissatisfied
- 5) Very dissatisfied

Q14A * Q18

			Q18					
			1	2	3	4	7	8
Q14A	1	Count	4	13	61	17	2	5
		Expected Count	6.4	10.3	53.3	16.3	10.6	5.1
	2	Count	8	11	65	22	12	6
		Expected Count	7.7	12.5	64.8	19.9	12.9	6.3
	3	Count	2	3	14	8	4	2
		Expected Count	2.1	3.3	17.2	5.3	3.4	1.7
	4	Count	3	0	2	2	3	2
		Expected Count	.7	1.2	6.3	1.9	1.2	.6
	5	Count	2	0	1	1	6	0
		Expected Count	.6	1.0	5.2	1.6	1.0	.5
	6	Count	2	7	33	4	8	2
		Expected Count	3.5	5.6	29.2	9.0	5.8	2.8
Total	Count		21	34	176	54	35	17
	Expected Count		21.0	34.0	176.0	54.0	35.0	17.0

	Value	df	Probability
Pearson Chi-Square	66.136 ^a	25	.000

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

14. How would you rate the Rancho Cordova Police Department on EACH of the following? Your choices are:

1=Very Good, 2=Good, 3=Fair, 4=Poor, 5=Very Poor, 6=No Response

A) Being involved in the community?

Q14B * Q18

			Q18					
			1	2	3	4	7	8
Q14B	1	Count	5	7	66	13	5	5
		Expected Count	6.3	10.2	52.7	16.2	10.5	5.1
	2	Count	3	18	58	23	9	6
		Expected Count	7.3	11.8	61.1	18.7	12.2	5.9
	3	Count	3	2	11	8	5	2
		Expected Count	1.9	3.1	16.2	5.0	3.2	1.6
	4	Count	2	0	2	0	3	0
		Expected Count	.4	.7	3.7	1.1	.7	.4
	5	Count	2	0	0	2	2	1
		Expected Count	.4	.7	3.7	1.1	.7	.4
	6	Count	6	7	39	8	11	3
		Expected Count	4.6	7.5	38.6	11.9	7.7	3.7
Total	Count		21	34	176	54	35	17
	Expected Count		21.0	34.0	176.0	54.0	35.0	17.0

	Value	df	Probability
Pearson Chi-Square	54.425 ^a	25	.001

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

14. How would you rate the Rancho Cordova Police Department on EACH of the following? Your choices are:

1=Very Good, 2=Good, 3=Fair, 4=Poor, 5=Very Poor, 6=Did not answer

B) Helping citizens?

Q14C * Q18

			Q18					
			1	2	3	4	7	8
Q14C	1	Count	7	7	64	13	3	5
		Expected Count	6.2	10.0	51.7	15.9	10.3	5.0
	2	Count	2	17	50	22	10	4
		Expected Count	6.5	10.6	54.8	16.8	10.9	5.3
	3	Count	5	2	16	9	4	3
		Expected Count	2.4	3.9	20.4	6.2	4.1	2.0
	4	Count	2	0	3	0	2	0
		Expected Count	.4	.7	3.7	1.1	.7	.4
	5	Count	1	0	0	2	5	2
		Expected Count	.6	1.0	5.2	1.6	1.0	.5
	6	Count	4	8	43	8	11	3
		Expected Count	4.8	7.8	40.2	12.3	8.0	3.9
Total	Count	21	34	176	54	35	17	
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0	

	Value	df	Probability
Pearson Chi-Square	64.826 ^a	25	.000

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

14. How would you rate the Rancho Cordova Police Department on EACH of the following? Your choices are:

1=Very Good, 2=Good, 3=Fair, 4=Poor, 5=Very Poor, 6=Did not answer

C) Treating people fairly?

Q14D * Q18

			Q18					
			1	2	3	4	7	8
Q14D	1	Count	6	7	71	16	5	8
		Expected Count	7.0	11.4	59.0	18.1	11.7	5.7
	2	Count	5	18	50	18	10	5
		Expected Count	6.6	10.7	55.4	17.0	11.0	5.3
	3	Count	5	3	8	7	5	0
		Expected Count	1.7	2.8	14.6	4.5	2.9	1.4
	4	Count	0	0	8	4	2	2
		Expected Count	1.0	1.6	8.4	2.6	1.7	.8
	5	Count	0	0	3	3	6	0
		Expected Count	.7	1.2	6.3	1.9	1.2	.6
	6	Count	5	6	36	6	7	2
		Expected Count	3.9	6.3	32.4	9.9	6.4	3.1
Total	Count	21	34	176	54	35	17	
	Expected Count	21.0	34.0	176.0	54.0	35.0	17.0	

	Value	df	Probability
Pearson Chi-Square	59.838 ^a	25	.000

18. What ethnic group do you consider yourself a part of?

- 1) African-American/Black
- 2) Asian-American
- 3) Caucasian/White
- 4) Latino/Hispanic
- 7) Two or more races
- 8) Other

14. How would you rate the Rancho Cordova Police Department on EACH of the following? Your choices are:

1=Very Good, 2=Good, 3=Fair, 4=Poor, 5=Very Poor, 6=Did not answer

D) Being able to respond quickly when needed?

Significant Cross-Tabulations by Years a Resident of Rancho Cordova

Q4 * Q1

			Q1					
			1	2	3	4	5	Total
Q4	1	Count	5	19	35	46	52	157
		Expected Count	14.8	30.5	29.2	38.1	44.4	157.0
	2	Count	28	43	28	26	31	156
		Expected Count	14.7	30.3	29.0	37.9	44.1	156.0
	3	Count	0	6	2	13	16	37
		Expected Count	3.5	7.2	6.9	9.0	10.5	37.0
Total	Count		33	68	65	85	99	350
	Expected Count		33.0	68.0	65.0	85.0	99.0	350.0

	Value	df	Probability
Pearson Chi-Square	51.773 ^a	8	.000

1. For how many years have you lived in the City of Rancho Cordova?
 - 1) Less than 2 years
 - 2) 2 to 5 years
 - 3) 6 to 10 years
 - 4) 11 to 20 years
 - 5) More than 20 years

4. Do you think the image of the City of Rancho Cordova has gotten better, remained the same, or gotten worse over the last two years?
 - 1) Gotten better
 - 2) Remained the same
 - 3) Gotten worse

Q6H * Q1

			Q1					
			1	2	3	4	5	Total
Q6H	1	Count	2	7	5	15	13	42
		Expected Count	4.0	8.2	7.8	10.2	11.9	42.0
	2	Count	8	34	32	27	41	142
		Expected Count	13.4	27.6	26.4	34.5	40.2	142.0
	3	Count	9	8	15	15	8	55
		Expected Count	5.2	10.7	10.2	13.4	15.6	55.0
	4	Count	1	1	6	2	5	15
		Expected Count	1.4	2.9	2.8	3.6	4.2	15.0
	5	Count	1	0	0	4	5	10
		Expected Count	.9	1.9	1.9	2.4	2.8	10.0
	6	Count	12	18	7	22	27	86
		Expected Count	8.1	16.7	16.0	20.9	24.3	86.0
Total	Count	33	68	65	85	99	350	
	Expected Count	33.0	68.0	65.0	85.0	99.0	350.0	

	Value	df	Probability
Pearson Chi-Square	40.414 ^a	20	.004

1. For how many years have you lived in the City of Rancho Cordova?
 - 1) Less than 2 years
 - 2) 2 to 5 years
 - 3) 6 to 10 years
 - 4) 11 to 20 years
 - 5) More than 20 years
6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR, 6=UNSURE
 - H) Planning for the City's future?

Q7 * Q1

			Q1					
			1	2	3	4	5	Total
Q7	1	Count	8	20	28	27	27	110
		Expected Count	10.4	21.4	20.4	26.7	31.1	110.0
	2	Count	20	36	34	37	59	186
		Expected Count	17.5	36.1	34.5	45.2	52.6	186.0
	3	Count	2	10	2	12	12	38
		Expected Count	3.6	7.4	7.1	9.2	10.7	38.0
	4	Count	0	2	1	8	1	12
		Expected Count	1.1	2.3	2.2	2.9	3.4	12.0
	5	Count	3	0	0	1	0	4
		Expected Count	.4	.8	.7	1.0	1.1	4.0
Total	Count	33	68	65	85	99	350	
	Expected Count	33.0	68.0	65.0	85.0	99.0	350.0	

	Value	df	Probability
Pearson Chi-Square	46.134 ^a	16	.000

1. For how many years have you lived in the City of Rancho Cordova?
 - 1) Less than 2 years
 - 2) 2 to 5 years
 - 3) 6 to 10 years
 - 4) 11 to 20 years
 - 5) More than 20 years

7. Overall, how satisfied are you with the services provided by the City of Rancho Cordova?
 - 1) Very satisfied
 - 2) Somewhat satisfied
 - 3) Neither satisfied or dissatisfied
 - 4) Somewhat dissatisfied
 - 5) Very dissatisfied

Q8 * Q1

			Q1					
			1	2	3	4	5	Total
Q8	1	Count	4	7	14	20	27	72
		Expected Count	6.8	14.0	13.4	17.5	20.4	72.0
	2	Count	0	14	13	15	24	66
		Expected Count	6.2	12.8	12.3	16.0	18.7	66.0
	3	Count	0	0	0	2	2	4
		Expected Count	.4	.8	.7	1.0	1.1	4.0
	4	Count	1	4	0	5	1	11
		Expected Count	1.0	2.1	2.0	2.7	3.1	11.0
	5	Count	0	1	2	1	4	8
		Expected Count	.8	1.6	1.5	1.9	2.3	8.0
	6	Count	28	42	36	42	41	189
		Expected Count	17.8	36.7	35.1	45.9	53.5	189.0
Total	Count	33	68	65	85	99	350	
	Expected Count	33.0	68.0	65.0	85.0	99.0	350.0	

	Value	df	Probability
Pearson Chi-Square	38.692 ^a	20	.007

1. For how many years have you lived in the City of Rancho Cordova?
 - 1) Less than 2 years
 - 2) 2 to 5 years
 - 3) 6 to 10 years
 - 4) 11 to 20 years
 - 5) More than 20 years

8. If you have contacted the City in person or by telephone to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?
 - 1) Very satisfied
 - 2) Somewhat satisfied
 - 3) Neither satisfied or dissatisfied
 - 4) Somewhat dissatisfied
 - 5) Very dissatisfied
 - 6) Have not contacted the City

Q9 * Q1

			Q1					
			1	2	3	4	5	Total
Q9	1	Count	3	10	6	17	13	49
		Expected Count	4.6	9.5	9.1	11.9	13.9	49.0
	2	Count	0	11	14	4	13	42
		Expected Count	4.0	8.2	7.8	10.2	11.9	42.0
	3	Count	3	0	0	2	3	8
		Expected Count	.8	1.6	1.5	1.9	2.3	8.0
	4	Count	1	2	1	1	5	10
		Expected Count	.9	1.9	1.9	2.4	2.8	10.0
	5	Count	2	0	2	3	1	8
		Expected Count	.8	1.6	1.5	1.9	2.3	8.0
	6	Count	24	45	42	58	64	233
		Expected Count	22.0	45.3	43.3	56.6	65.9	233.0
Total	Count	33	68	65	85	99	350	
	Expected Count	33.0	68.0	65.0	85.0	99.0	350.0	

	Value	df	Probability
Pearson Chi-Square	35.901 ^a	20	.016

1. For how many years have you lived in the City of Rancho Cordova?
 - 1) Less than 2 years
 - 2) 2 to 5 years
 - 3) 6 to 10 years
 - 4) 11 to 20 years
 - 5) More than 20 years

9. If you have contacted the City using the City's website or Rancho Cordova Online to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?
 - 1) Very satisfied
 - 2) Somewhat satisfied
 - 3) Neither satisfied or dissatisfied
 - 4) Somewhat dissatisfied
 - 5) Very dissatisfied
 - 6) Have not contacted the City

Q11 * Q1

			Q1					
			1	2	3	4	5	Total
Q11	1	Count	1	23	21	22	33	100
		Expected Count	9.4	19.4	18.6	24.3	28.3	100.0
	2	Count	9	30	32	31	37	139
		Expected Count	13.1	27.0	25.8	33.8	39.3	139.0
	3	Count	19	14	8	22	20	83
		Expected Count	7.8	16.1	15.4	20.2	23.5	83.0
	4	Count	4	0	4	6	5	19
		Expected Count	1.8	3.7	3.5	4.6	5.4	19.0
	5	Count	0	1	0	4	4	9
		Expected Count	.8	1.7	1.7	2.2	2.5	9.0
Total		Count	33	68	65	85	99	350
		Expected Count	33.0	68.0	65.0	85.0	99.0	350.0

	Value	df	Probability
Pearson Chi-Square	45.554 ^a	16	.000

1. For how many years have you lived in the City of Rancho Cordova?
 - 1) Less than 2 years
 - 2) 2 to 5 years
 - 3) 6 to 10 years
 - 4) 11 to 20 years
 - 5) More than 20 years

11. Over the last two years how would you rate the City of Rancho Cordova's efforts to provide you with information about the programs and services it makes available to residents?
 - 1) Very Good
 - 2) Good
 - 3) Fair
 - 4) Poor
 - 5) Very Poor

Q12 * Q1

			Q1					
			1	2	3	4	5	Total
Q12	1	Count	5	18	15	26	27	91
		Expected Count	8.6	17.7	16.9	22.1	25.7	91.0
	2	Count	14	37	41	34	49	175
		Expected Count	16.5	34.0	32.5	42.5	49.5	175.0
	3	Count	13	11	6	15	18	63
		Expected Count	5.9	12.2	11.7	15.3	17.8	63.0
	4	Count	1	0	2	8	4	15
		Expected Count	1.4	2.9	2.8	3.6	4.2	15.0
	5	Count	0	2	1	2	1	6
		Expected Count	.6	1.2	1.1	1.5	1.7	6.0
Total		Count	33	68	65	85	99	350
		Expected Count	33.0	68.0	65.0	85.0	99.0	350.0

	Value	df	Probability
Pearson Chi-Square	28.482 ^a	16	.028

1. For how many years have you lived in the City of Rancho Cordova?
 - 1) Less than 2 years
 - 2) 2 to 5 years
 - 3) 6 to 10 years
 - 4) 11 to 20 years
 - 5) More than 20 years

12. Overall, in the last two years, how satisfied are you that the City of Rancho Cordova has tried to be responsive to the well-being and concerns of its residents?
 - 1) Very satisfied
 - 2) Somewhat satisfied
 - 3) Neither satisfied or dissatisfied
 - 4) Somewhat dissatisfied
 - 5) Very dissatisfied

Q14A * Q1

			Q1					
			1	2	3	4	5	Total
Q14A	1	Count	5	20	21	27	32	105
		Expected Count	9.9	20.4	19.5	25.5	29.7	105.0
	2	Count	7	21	33	25	41	127
		Expected Count	12.0	24.7	23.6	30.8	35.9	127.0
	3	Count	7	8	3	11	8	37
		Expected Count	3.5	7.2	6.9	9.0	10.5	37.0
	4	Count	2	4	2	4	0	12
		Expected Count	1.1	2.3	2.2	2.9	3.4	12.0
	5	Count	2	1	2	3	2	10
		Expected Count	.9	1.9	1.9	2.4	2.8	10.0
	6	Count	10	14	4	15	16	59
		Expected Count	5.6	11.5	11.0	14.3	16.7	59.0
Total	Count	33	68	65	85	99	350	
	Expected Count	33.0	68.0	65.0	85.0	99.0	350.0	

	Value	df	Probability
Pearson Chi-Square	34.142 ^a	20	.025

1. For how many years have you lived in the City of Rancho Cordova?
 - 1) Less than 2 years
 - 2) 2 to 5 years
 - 3) 6 to 10 years
 - 4) 11 to 20 years
 - 5) More than 20 years

14. How would you rate the Rancho Cordova Police Department on EACH of the following? Your choices are:
 1=Very Good, 2=Good, 3=Fair, 4=Poor, 5=Very Poor, 6=Did not answer
 - A) Being involved in the community?

Q14D * Q1

			Q1					
			1	2	3	4	5	Total
Q14D	1	Count	6	14	22	31	42	115
		Expected Count	10.8	22.3	21.4	27.9	32.5	115.0
	2	Count	9	24	28	19	29	109
		Expected Count	10.3	21.2	20.2	26.5	30.8	109.0
	3	Count	5	5	5	7	10	32
		Expected Count	3.0	6.2	5.9	7.8	9.1	32.0
	4	Count	1	2	6	3	4	16
		Expected Count	1.5	3.1	3.0	3.9	4.5	16.0
	5	Count	3	2	0	4	3	12
		Expected Count	1.1	2.3	2.2	2.9	3.4	12.0
	6	Count	9	21	4	21	11	66
		Expected Count	6.2	12.8	12.3	16.0	18.7	66.0
Total	Count	33	68	65	85	99	350	
	Expected Count	33.0	68.0	65.0	85.0	99.0	350.0	

	Value	df	Probability
Pearson Chi-Square	42.422 ^a	20	.002

1. For how many years have you lived in the City of Rancho Cordova?

- 1) Less than 2 years
- 2) 2 to 5 years
- 3) 6 to 10 years
- 4) 11 to 20 years
- 5) More than 20 years

14. How would you rate the Rancho Cordova Police Department on EACH of the following? Your choices are:

1=Very Good, 2=Good, 3=Fair, 4=Poor, 5=Very Poor, 6=Did not answer

D) Being able to respond quickly when needed?

Significant Cross-Tabulations by Whether Own or Rent

Q2 * Q15

			Q15			
			1	2	3	Total
Q2	1	Count	90	29	0	119
		Expected Count	89.1	29.2	.7	119.0
	2	Count	152	44	1	197
		Expected Count	147.5	48.4	1.1	197.0
	3	Count	13	7	0	20
		Expected Count	15.0	4.9	.1	20.0
	4	Count	7	4	0	11
		Expected Count	8.2	2.7	.1	11.0
	5	Count	0	2	1	3
		Expected Count	2.2	.7	.0	3.0
Total	Count	262	86	2	350	
	Expected Count	262.0	86.0	2.0	350.0	

	Value	df	Probability
Pearson Chi-Square	64.135 ^a	8	.000

15. Do you own or rent your home?

- 1) Own
- 2) Rent
- 3) No Response

2. To what extent do you agree or disagree with the statement: "You can have a good quality of life living in Rancho Cordova?"

- 1) Strongly agree
- 2) Agree
- 3) Neither agree nor disagree
- 4) Disagree
- 5) Strongly disagree

Q9 * Q15

			Q15			
			1	2	3	Total
Q9	1	Count	42	7	0	49
		Expected Count	36.7	12.0	.3	49.0
	2	Count	38	4	0	42
		Expected Count	31.4	10.3	.2	42.0
	3	Count	5	2	1	8
		Expected Count	6.0	2.0	.0	8.0
	4	Count	9	1	0	10
		Expected Count	7.5	2.5	.1	10.0
	5	Count	7	1	0	8
		Expected Count	6.0	2.0	.0	8.0
	6	Count	161	71	1	233
		Expected Count	174.4	57.3	1.3	233.0
Total	Count	262	86	2	350	
	Expected Count	262.0	86.0	2.0	350.0	

	Value	df	Probability
Pearson Chi-Square	35.060 ^a	10	.000

15. Do you own or rent your home?

- 1) Own
- 2) Rent
- 3) No Response

9. If you have contacted the City using the City's website or Rancho Cordova Online to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?

- 1) Very satisfied
- 2) Somewhat satisfied
- 3) Neither satisfied or dissatisfied
- 4) Somewhat dissatisfied
- 5) Very dissatisfied
- 6) Have not contacted the City

TABLE NINE: COMPARISON OF THE 2023 RESULTS TO THE 2021 AND 2018 SURVEY RESULTS

Respondent Demographic Characteristics

	2023 Percent	2021 Percent	2018 Percent
19. Respondent's gender.			
Female	49.1%	49.4%	56.0%
Male	50.9%	50.6%	44.0%
Total	100.0%	100.0%	100.0%
16. What is your age?			
Under 25	10.1%	8.0%	12.6%
25 to 39	25.6%	21.7%	17.4%
40 to 54	31.4%	35.4%	11.1%
55 to 64	19.6%	22.3%	20.9%
65 or older	13.3%	12.6%	38.0%
Total	100.0%	100.0%	100.0%
Did not answer	0.9%		
17. What was your total household income before taxes in 2022?			
\$30,000 or less	6.4%	11.4%	0.6%
\$31,000 to \$50,000	14.1%	10.6%	12.5%
\$51,000 to \$75,000	17.3%	24.9%	33.1%
\$76,000 to \$100,000	17.3%	15.1%	24.8%
\$101,000 to \$150,000	20.8%	24.6%	16.7%
More than \$150,000	24.0%	13.4%	12.2%
Total	100.0%	100.0%	100.0%
Did not answer	10.9%		
18. What ethnic group do you consider yourself a part of?			
African-American/Black	6.2%	6.3%	8.8%
Asian-American	10.1%	6.9%	13.6%
Caucasian/White	52.2%	58.0%	59.9%
Latino/Hispanic	16.0%	11.7%	13.0%
Native American	2.7%	0.9%	2.7%
Pacific Islander	1.2%	0.9%	0.6%
Two or more races	10.4%	8.3%	0.3%
Other	1.2%	5.4%	0.9%
Not sure	0.0%	1.7%	0.3%
Total	100.0%	100.0%	100.0%
Did not answer	3.7%		

Respondent Residential Characteristics

	2023 Percent	2021 Percent	2018 Percent
1. Number of years lived in the City of Rancho Cordova?			
Less than 2 years	9.4%	1.7%	6.3%
2 to 5 years	19.4%	12.3%	12.3%
6 to 10 years	18.6%	24.3%	16.3%
11 to 20 years	24.3%	35.7%	19.4%
More than 20 years	28.3%	26.0%	45.7%
Total	100.0%	100.0%	100.0%
20. Respondent's zip code.			
95670	58.0%	66.6%	73.1%
95742	26.9%	19.7%	11.7%
95827	15.1%	13.7%	15.1%
Total	100.0%	100.0%	100.0%
15. Do you own or rent your home?			
Own	75.3%	78.3%	83.4%
Rent	24.7%	21.7%	16.6%
Total	100.0%	100.0%	100.0%
Did not answer	0.6%		

Perceptions of Living in Rancho Cordova

	2023 Percent	2021 Percent	2018 Percent
2. To what extent agree or disagree with the statement: "You can have a good quality of life living in Rancho Cordova"?			
Strongly agree	34.0%	27.4%	48.0%
Agree	56.3%	56.6%	33.7%
Neither agree nor disagree	5.7%	12.0%	14.9%
Disagree	3.1%	2.9%	3.1%
Strongly disagree	0.9%	1.1%	0.3%
Total	100.0%	100.0%	100.0%
3. Would you recommend living in Rancho Cordova to a friend?			
Yes	83.4%	78.9%	70.6%
No	10.6%	11.7%	6.6%
Uncertain	6.0%	9.4%	22.9%
Total	100.0%	100.0%	100.0%

2023 Percent	2021 Percent	2018 Percent
-----------------	-----------------	-----------------

4. Do you think the image of the City has gotten better, remained the same, or gotten worse over the last two years?

Gotten better	44.9%	53.4%	54.0%
Remained the same	44.6%	34.6%	37.9%
Gotten worse	10.6%	12.0%	8.0%
Total	100.0%	100.0%	100.0%

5. What is the main reason you feel the image of the City has gotten better?

Crime rate	10.8%	9.6%	20.9%
Convenient to rest of Sacramento Region	3.2%	0.0%	0.0%
Businesses that have come/left	17.8%	18.7%	8.6%
Cost of housing	0.0%	0.5%	1.1%
Diversity of the population	0.6%	1.1%	0.0%
Quality of the schools	0.0%	0.5%	0.0%
Quality of streets and infrastructure (bike paths, bridges, medians, etc.)	25.5%	26.7%	48.1%
Traffic congestion	0.6%	0.0%	0.0%
Community events	2.5%	3.7%	5.3%
City's growth rate	12.1%	23.0%	1.6%
Parks and other amenities have improved/places are cleaner	3.2%	5.3%	11.8%
Homeless issues	5.1%		
Other	12.7%	10.7%	2.7%
Unsure	5.7%		
Total	100.0%	100.0%	100.0%

5. What is the main reason you feel the image of the City has gotten worse?

Crime rate	43.2%	33.3%	60.7%
Convenient to rest of Sacramento Region	0.0%	0.0%	0.0%
Businesses that have come/left	2.7%	2.4%	0.0%
Diversity of the population	2.7%	0.0%	0.0%
Quality of the schools	0.0%	0.0%	3.6%
Quality of streets and infrastructure (bike paths, bridges, medians, etc.)	0.0%	11.9%	10.7%
Traffic congestion	0.0%	0.0%	10.7%
Community events	0.0%	2.4%	0.0%
City's growth rate	2.7%	0.0%	0.0%
Parks and other amenities have gotten worse	0.0%	9.5%	3.6%
Homeless issues	32.4%		
Other	16.2%	40.5%	10.7%
Total	100.0%	100.0%	100.0%

Ratings of the City on Service Attributes and Responsiveness

	2023 Percent	2021 Percent	2018 Percent
6. How do you rate the City on each of the following:			
A) Maintaining streets, including cleanliness, lighting and landscaping?			
Very good	28.7%	32.0%	30.0%
Good	50.0%	46.9%	48.0%
Fair	16.4%	14.3%	14.6%
Poor	3.7%	4.9%	6.0%
Very poor	1.1%	2.0%	1.4%
Total	100.0%	100.0%	100.0%
No opinion	0.6%		
B) Repairing and resurfacing City streets?			
Very good	26.6%	24.9%	30.9%
Good	43.1%	49.4%	47.6%
Fair	21.1%	19.1%	19.4%
Poor	6.6%	4.9%	0.6%
Very poor	2.6%	1.7%	1.5%
Total	100.0%	100.0%	100.0%
No opinion	1.1%		
C) Enforcing City code requirements/conducting beautification programs?			
Very good	21.1%	17.7%	17.8%
Good	45.7%	42.3%	40.3%
Fair	21.7%	30.6%	22.2%
Poor	7.5%	8.0%	18.5%
Very poor	4.0%	1.4%	1.2%
Total	100.0%	100.0%	100.0%
No opinion	8.0%		
D) Addressing homeless issues?			
Very good	8.9%	2.6%	
Good	24.5%	24.0%	
Fair	28.3%	39.1%	
Poor	20.7%	22.3%	
Very poor	17.5%	11.7%	
Total	100.0%	100.0%	
No opinion	10.3%		

2023 Percent	2021 Percent	2018 Percent
-----------------	-----------------	-----------------

E) Attracting and retaining businesses and jobs within the City?

Very good	17.2%	12.6%	25.8%
Good	50.8%	43.7%	51.6%
Fair	25.6%	34.5%	14.7%
Poor	4.5%	6.9%	7.9%
Very poor	1.9%	2.3%	0.0%
Total	100.0%	100.0%	100.0%
No opinion	11.7%		

F) Providing police protection in your neighborhood?

Very good	28.1%	19.7%	28.4%
Good	42.8%	46.0%	50.8%
Fair	19.0%	27.2%	14.0%
Poor	6.7%	5.1%	5.9%
Very poor	3.4%	2.0%	0.9%
Total	100.0%	100.0%	100.0%
No opinion	6.6%		

G) Using City's Community Enhancement Funds to meet resident needs?

Very good	19.3%	16.0%	
Good	45.1%	40.9%	
Fair	27.9%	36.5%	
Poor	4.3%	4.6%	
Very poor	3.4%	2.0%	
Total	100.0%	100.0%	
No opinion	33.4%		

H) Planning for the City's future?

Very good	15.9%	10.9%	25.4%
Good	53.8%	40.3%	52.2%
Fair	20.8%	35.0%	15.5%
Poor	5.7%	10.9%	6.9%
Very poor	3.8%	2.9%	0.0%
Total	100.0%	100.0%	100.0%
No opinion	24.6%		

7. Overall, how satisfied are you with the city services provided by the City?

Very satisfied	31.4%	33.4%	18.0%
Somewhat satisfied	53.1%	43.1%	58.0%
Neither satisfied or dissatisfied	10.9%	18.3%	20.0%
Somewhat dissatisfied	3.4%	2.9%	3.7%
Very dissatisfied	1.1%	2.3%	0.3%
Total	100.0%	100.0%	100.0%

2023 Percent	2021 Percent	2018 Percent
-----------------	-----------------	-----------------

8. If you contacted the City in person/by telephone to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?*

	All forms	All forms
Very satisfied	44.7%	40.1%
Somewhat satisfied	41.0%	32.2%
Neither satisfied or dissatisfied	2.5%	5.1%
Somewhat dissatisfied	6.8%	12.4%
Very dissatisfied	5.0%	10.2%
Have not contacted the City	54.0%	49.4%
Total of those who have contacted the City	100.0%	100.0%

*In 2021 and 2018 methods of contact were not broken out.

9. If you contacted the City using the City's website/RC Online to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?*

	All forms	All forms
Very satisfied	41.9%	40.1%
Somewhat satisfied	35.9%	32.2%
Neither satisfied or dissatisfied	6.8%	5.1%
Somewhat dissatisfied	8.5%	12.4%
Very dissatisfied	6.8%	10.2%
Have not contacted the City	66.6%	49.4%
Total of those who have contacted the City	100.0%	100.0%

*In 2021 and 2018 methods of contact were not broken out.

12. Overall, how satisfied are you that the City tries to be responsive to the well-being and concerns of its residents?

Very satisfied	26.0%	30.3%	19.4%
Somewhat satisfied	50.0%	42.9%	55.7%
Neither satisfied or dissatisfied	18.0%	19.4%	21.7%
Somewhat dissatisfied	4.3%	5.4%	2.9%
Very dissatisfied	1.7%	2.0%	0.3%
Total	100.0%	100.0%	100.0%

Sources and Rating of Information Regarding City Activities

	2023 Percent	2021 Percent	2018 Percent
10. Which one of the following is your main source of information about what the City is doing in the community?			
City's website	15.1%	11.4%	8.9%
City printed material, such as a mailer or brochure	28.6%	28.0%	20.3%
City's digital newsletter, such as Fresh News or Fresh Events	10.6%	8.6%	13.1%
Social media, such as Facebook	23.1%	23.7%	12.0%
Television/Radio/Newspaper	5.7%	10.3%	27.1%
Word of mouth from friends or others	12.9%	13.7%	18.3%
Other (please specify)	4.0%	4.3%	0.3%
Total	100.0%	100.0%	100.0%

11. How would you rate the City on providing you with information about the programs and services it makes available to residents?

Very good	28.6%	30.3%	20.9%
Good	39.7%	31.7%	50.7%
Fair	23.7%	26.9%	26.4%
Poor	5.4%	6.3%	2.0%
Very poor	2.6%	4.9%	0.0%
Total	100.0%	100.0%	100.0%

Perceptions of Personal Safety

	2023 Percent	2021 Percent	2018 Percent
13. How safe do you feel on each of the following:			
A) When you are alone?			
Very safe	42.0%	30.3%	83.1%
Somewhat safe	37.7%	46.3%	13.7%
Neither safe nor unsafe	9.1%	11.7%	1.1%
Somewhat unsafe	10.3%	6.9%	2.0%
Very unsafe	0.9%	4.9%	0.0%
Total	100.0%	100.0%	100.0%
B) When you are in your neighborhood?			
Very safe	63.4%	52.9%	53.6%
Somewhat safe	25.1%	31.4%	33.8%
Neither safe nor unsafe	2.3%	6.6%	6.3%
Somewhat unsafe	8.6%	4.3%	6.3%
Very unsafe	0.6%	4.9%	0.0%
Total	100.0%	100.0%	100.0%

2023 Percent	2021 Percent	2018 Percent
-----------------	-----------------	-----------------

C) When you are shopping within Rancho Cordova?

Very safe	39.2%	34.9%	32.1%
Somewhat safe	37.8%	40.3%	51.4%
Neither safe nor unsafe	6.6%	12.3%	10.7%
Somewhat unsafe	13.8%	8.6%	5.5%
Very unsafe	2.6%	4.0%	0.3%
Total	100.0%	100.0%	100.0%
No opinion	0.9%		

D) When you are at your local parks?

Very safe	48.0%	35.7%	34.0%
Somewhat safe	36.3%	32.9%	45.9%
Neither safe nor unsafe	9.1%	26.0%	13.1%
Somewhat unsafe	5.4%	2.9%	6.2%
Very unsafe	1.1%	2.6%	0.8%
Total	100.0%	100.0%	100.0%

Ratings of the Rancho Cordova Police Department

2023 Percent	2021 Percent	2018 Percent
-----------------	-----------------	-----------------

14. How would you rate the Rancho Cordova Police Department on each of the following:**A) Being involved in the community?**

Very good	36.1%	32.3%	25.8%
Good	43.6%	38.3%	56.8%
Fair	12.7%	23.1%	15.2%
Poor	4.1%	3.1%	2.3%
Very poor	3.4%	3.1%	0.0%
Total	100.0%	100.0%	100.0%
No opinion	16.9%		

B) Helping citizens?

Very good	38.0%	28.3%	28.3%
Good	43.8%	38.3%	45.4%
Fair	13.1%	27.1%	19.1%
Poor	2.6%	2.9%	6.8%
Very poor	2.6%	3.4%	0.4%
Total	100.0%	100.0%	100.0%
No opinion	21.7%		

2023 Percent	2021 Percent	2018 Percent
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C) Treating people fairly?

Very good	38.1%	27.4%	27.4%
Good	39.6%	34.9%	43.1%
Fair	15.9%	30.6%	20.6%
Poor	2.6%	3.4%	7.7%
Very poor	3.7%	3.7%	1.2%
Total	100.0%	100.0%	100.0%
No opinion	22.9%		

D) Being able to respond quickly when needed?

Very good	40.5%	26.6%	33.2%
Good	38.4%	37.4%	49.2%
Fair	11.3%	27.4%	10.9%
Poor	5.6%	5.1%	5.5%
Very poor	4.2%	3.4%	1.2%
Total	100.0%	100.0%	100.0%
No opinion	18.9%		

APPENDIX A: QUESTIONNAIRE USED IN THE 2023 SURVEY

Hello, my name is _____, and we are conducting a brief survey sponsored by the City of Rancho Cordova. The City periodically conducts a survey of its residents to assess how well it is serving their needs, so your views are very important in helping us plan for the future. I am not selling anything, and you need not identify yourself for this survey. This survey focuses on local rather than state or national conditions within the last two years, and I'd like to ask you a few questions such as: **INTERVIEWER: GO DIRECTLY TO QUESTION #1.**

1. For how many years have you lived in the City of Rancho Cordova?
 - 1) Less than 2 years
 - 2) 2 to 5 years
 - 3) 6 to 10 years
 - 4) 11 to 20 years
 - 5) More than 20 years
2. To what extent do you agree or disagree with the statement: "You can have a good quality of life living in Rancho Cordova?"
 - 1) Strongly agree
 - 2) Agree
 - 3) Neither agree nor disagree
 - 4) Disagree
 - 5) Strongly disagree
3. Would you recommend living in Rancho Cordova to a friend?
 - 1) Yes
 - 2) No
 - 3) Uncertain
4. Do you think the image of the City of Rancho Cordova has gotten better, remained the same, or gotten worse over the last two years?
 - 1) Gotten better Go to Question **5-A**
 - 2) Remained the same Go to Question **6**
 - 3) Gotten worse Go to Question **5-B**

5. **5-A** What is the ONE main reason you feel the image of the City has gotten BETTER?
--INTERVIEWER: DO NOT READ THIS LIST TO THE RESPONDENT. AFTER THIS, GO TO QUESTION 6.

- 1) Crime rate
- 2) Convenience of location relative to rest of Sacramento Region
- 3) Businesses that have come/left
- 4) Cost of housing
- 5) Diversity of the population
- 6) Quality of the schools
- 7) Quality of streets and infrastructure (bike paths, bridges, medians, etc.)
- 8) Traffic congestion
- 9) Community events
- 10) City's growth rate
- 11) Parks and other amenities have improved/gotten worse
- 12) Homeless issues
- 13) Other (Please specify)

- 5-B** What is the ONE main reason you feel the image of the City has gotten WORSE?
--INTERVIEWER: DO NOT READ THIS LIST TO THE RESPONDENT. AFTER THIS, GO TO QUESTION 6.

- 1) Crime rate
- 2) Convenience of location relative to rest of Sacramento Region
- 3) Businesses that have come/left
- 4) Cost of housing
- 5) Diversity of the population
- 6) Quality of the schools
- 7) Quality of streets and infrastructure (bike paths, bridges, medians, etc.)
- 8) Traffic congestion
- 9) Community events
- 10) City's growth rate
- 11) Parks and other amenities have improved/gotten worse
- 12) Homeless issues
- 13) Other (Please specify)

6. How would you rate the City of Rancho Cordova on EACH of the following? Your choices are Very Good, Good, Fair, Poor, Very Poor.

INTERVIEWER: READ EACH OF THESE, AND USE: 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR

- A) Maintaining the streets, including cleanliness, lighting and landscaping?
 - B) Repairing and resurfacing City streets?
 - C) Enforcing city code requirements and conducting beautification programs in your neighborhood?
 - D) Addressing homeless issues?
 - E) Attracting and retaining new and existing businesses and jobs in the City?
 - F) Providing police protection in your neighborhood?
 - G) Using the City's Community Enhancement and Investment Fund, which is funded by two recent sales tax measures, to meet residents' needs?
 - H) Planning for the City's future?
7. Overall, how satisfied are you with the services provided by the City of Rancho Cordova?
- 1) Very satisfied
 - 2) Somewhat satisfied
 - 3) Neither satisfied or dissatisfied
 - 4) Somewhat dissatisfied
 - 5) Very dissatisfied
8. If you have contacted the City in person or by telephone to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?
- 1) Very satisfied
 - 2) Somewhat satisfied
 - 3) Neither satisfied or dissatisfied
 - 4) Somewhat dissatisfied
 - 5) Very dissatisfied
 - 6) Have not contacted the City
9. If you have contacted the City using the City's website or Rancho Cordova Online to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?
- 1) Very satisfied
 - 2) Somewhat satisfied
 - 3) Neither satisfied or dissatisfied
 - 4) Somewhat dissatisfied
 - 5) Very dissatisfied
 - 6) Have not contacted the City

10. Which ONE of the following is your main source of information about what the City of Rancho Cordova is doing in the community? **INTERVIEWER: READ LIST TO RESPONDENT.**
- 1) City's website
 - 2) City printed material, such as a mailer or brochure
 - 3) City's digital newsletter, such as Rancho Cordova News or Rancho Cordova Events
 - 4) Social media, such as Facebook
 - 5) Television/Radio/Newspaper
 - 6) Word of mouth from friends or others
 - 7) Other (please specify)
11. Over the last two years how would you rate the City of Rancho Cordova's efforts to provide you with information about the programs and services it makes available to residents?
- 1) Very Good
 - 2) Good
 - 3) Fair
 - 4) Poor
 - 5) Very Poor
12. Overall, in the last two years, how satisfied are you that the City of Rancho Cordova has tried to be responsive to the well-being and concerns of its residents?
- 1) Very satisfied
 - 2) Somewhat satisfied
 - 3) Neither satisfied or dissatisfied
 - 4) Somewhat dissatisfied
 - 5) Very dissatisfied
13. How safe from crime do you feel in each of the following situations: Your choices are: Very Safe, Somewhat Safe, Neither Safe nor Unsafe, Somewhat Unsafe, Very Unsafe
INTERVIEWER: READ EACH OF THESE, AND USE: 1=VERY SAFE, 2=SOMEWHAT SAFE, 3=NEITHER SAFE OR UNSAFE, 4=SOMEWHAT UNSAFE, 5=VERY UNSAFE
- A) When you are alone?
 - B) When you are in your neighborhood?
 - C) When you are shopping within Rancho Cordova?
 - D) When you are at your local parks?
14. How would you rate the Rancho Cordova Police Department on EACH of the following? Your choices are: Very Good, Good, Fair, Poor, Very Poor **INTERVIEWER: READ EACH OF THESE, AND USE: 1=VERY GOOD, 2=GOOD, 3=FAIR, 4=POOR, 5=VERY POOR.**
- A) Being involved in the community?
 - B) Helping citizens?
 - C) Treating people fairly?
 - D) Being able to respond quickly when needed?

The following questions are used for cross-classification purposes only.

15. Do you own or rent your home?
 - 1) Own
 - 2) Rent
16. What is your age?
 - 1) Under 25
 - 2) 25 to 39
 - 3) 40 to 54
 - 4) 55 to 64
 - 5) 65 or older
17. What was your total household income before taxes in 2022?
 - 1) \$30,000 or less
 - 2) \$31,000 to \$50,000
 - 3) \$51,000 to \$75,000
 - 4) \$76,000 to \$100,000
 - 5) \$101,000 to \$150,000
 - 6) More than \$150,000
18. What ethnic group do you consider yourself a part of?
 - 1) African-American/Black
 - 2) Asian-American
 - 3) Caucasian/White
 - 4) Latino/Hispanic
 - 5) Native American
 - 6) Pacific Islander
 - 7) Two or more races
 - 8) Other
 - 9) Not sure

This completes the survey. Thank you for your time.

19. INTERVIEWER: Record respondent's gender.
 - 1) Female
 - 2) Male
20. INTERVIEWER: Record respondent's zip code.
 - 1) 95670
 - 2) 95742
 - 3) 95827

RANCHO CORDOVA BIENNIAL RESIDENT SATISFACTION SURVEY

September 2023



Survey Goals

Overall Goal – to survey residents' views on how well City services meet residents' needs

In particular:

- Overall perceptions of living in Rancho Cordova
- Satisfaction with services offered by the City
- Satisfaction with customer service when contacting the City
- Public safety and the services provided by the Police Department
- Satisfaction with the City's responsiveness to resident issues/concerns
- Satisfaction with information provided by the City on its programs and services
- Sources of information used to learn about City programs and services

Sample size and population

- 350 residents over age 18
- Respondents reached by phone - both land lines and cell phones
- Surveys were conducted during June, 2023
- All comparisons are to the last surveys in 2018 and 2021

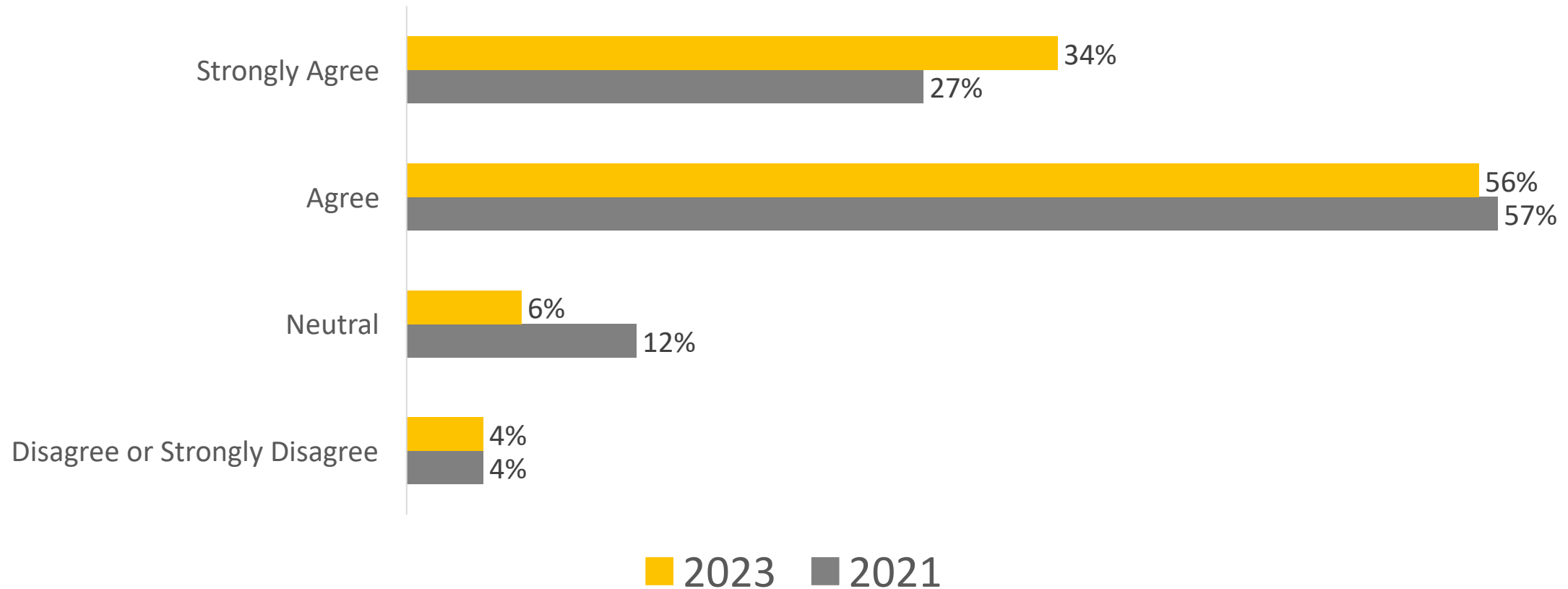
Respondent Characteristics

<u>Gender</u>	<u>2023</u>	<u>2021</u>	<u>2018</u>	<u>Tenure</u>	<u>2023</u>	<u>2021</u>	<u>2018</u>
Male	51%	51%	44%	Homeowners	75%	78%	83%
Female	49%	49%	56%	Renters	25%	22%	17%
<u>Age</u>				<u>Years in RC</u>			
65 and older	13%	13%	38%	More than 20 years	28%	26%	46%
40 to 64	51%	58%	32%	6 to 20 years	43%	60%	36%
Under 40	36%	29%	30%	5 years or less	29%	14%	18%
<u>Income</u>				<u>Race</u>			
Above \$100,000	45%	38%	29%	Caucasian	52%	58%	60%
\$76,000 to \$100,000	17%	15%	25%	Asian American	10%	7%	14%
\$51,000 to \$75,000	17%	25%	33%	Latino/Hispanic	16%	12%	13%
Less than \$51,000	21%	22%	13%	African American	6%	6%	9%
				Other/Mixed	16%	17%	4%

Perceptions of Living in Rancho Cordova

Part 1 of 5

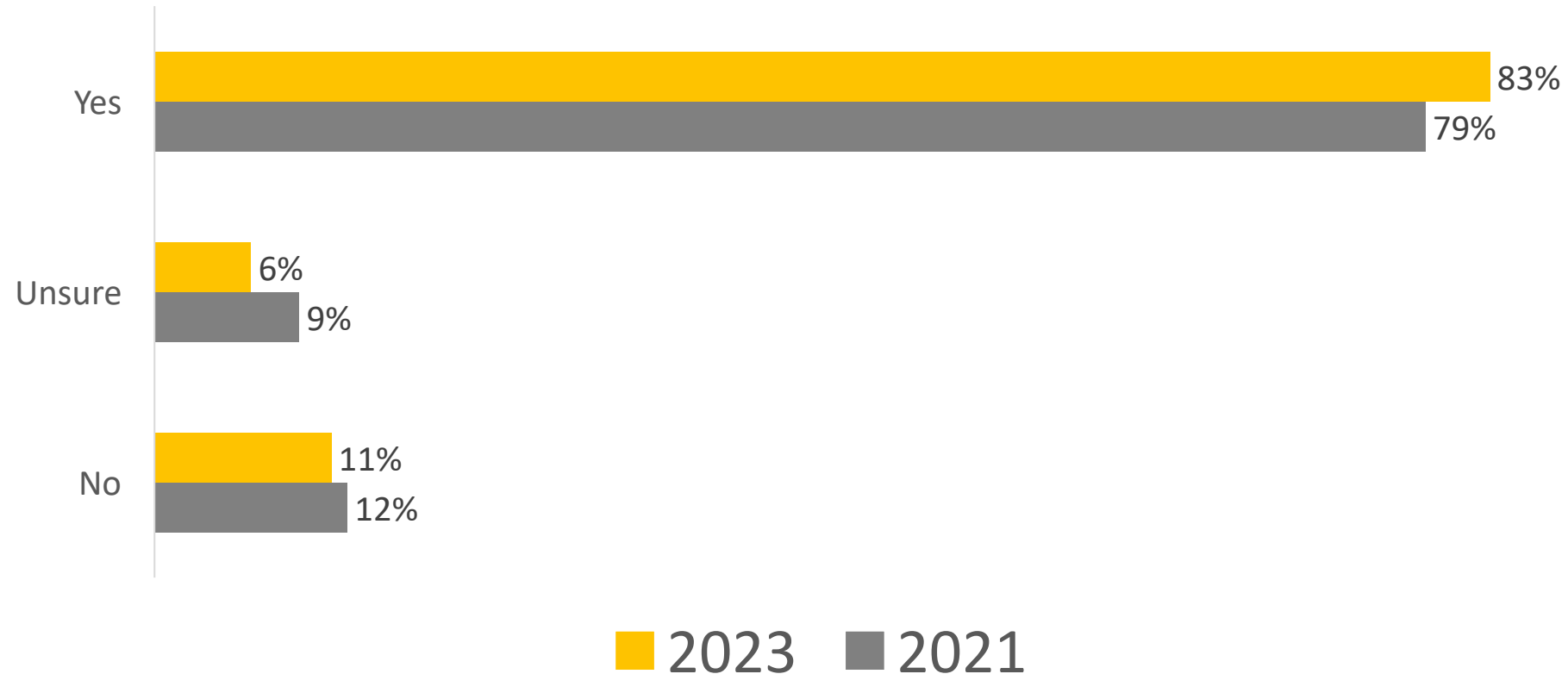
You can have a good quality of life living in Rancho Cordova.



Perceptions of Living in Rancho Cordova

Part 2 of 5

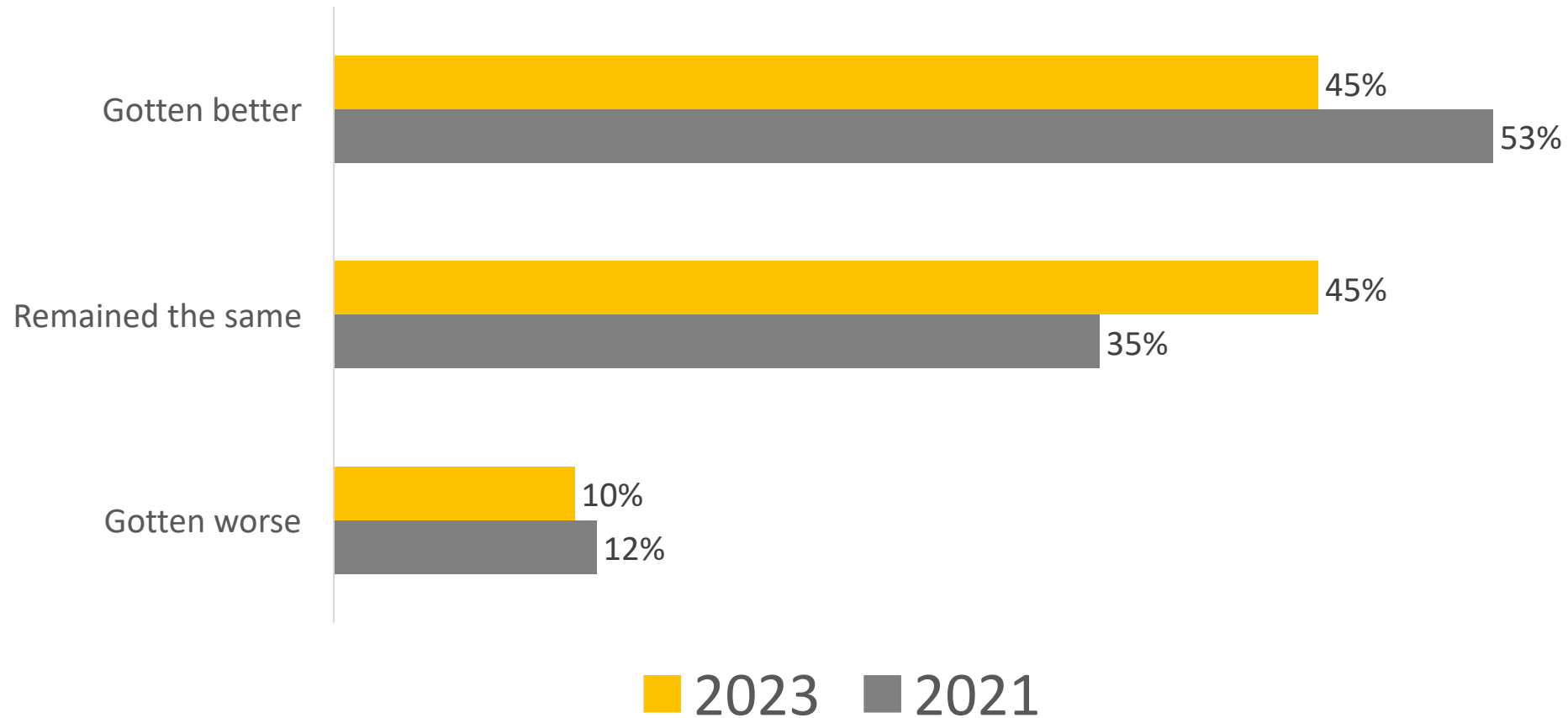
Would you recommend living in Rancho Cordova to a friend?



Perceptions of Living in Rancho Cordova

Part 3 of 5

Has the image of Rancho Cordova gotten better in the last 2 years?

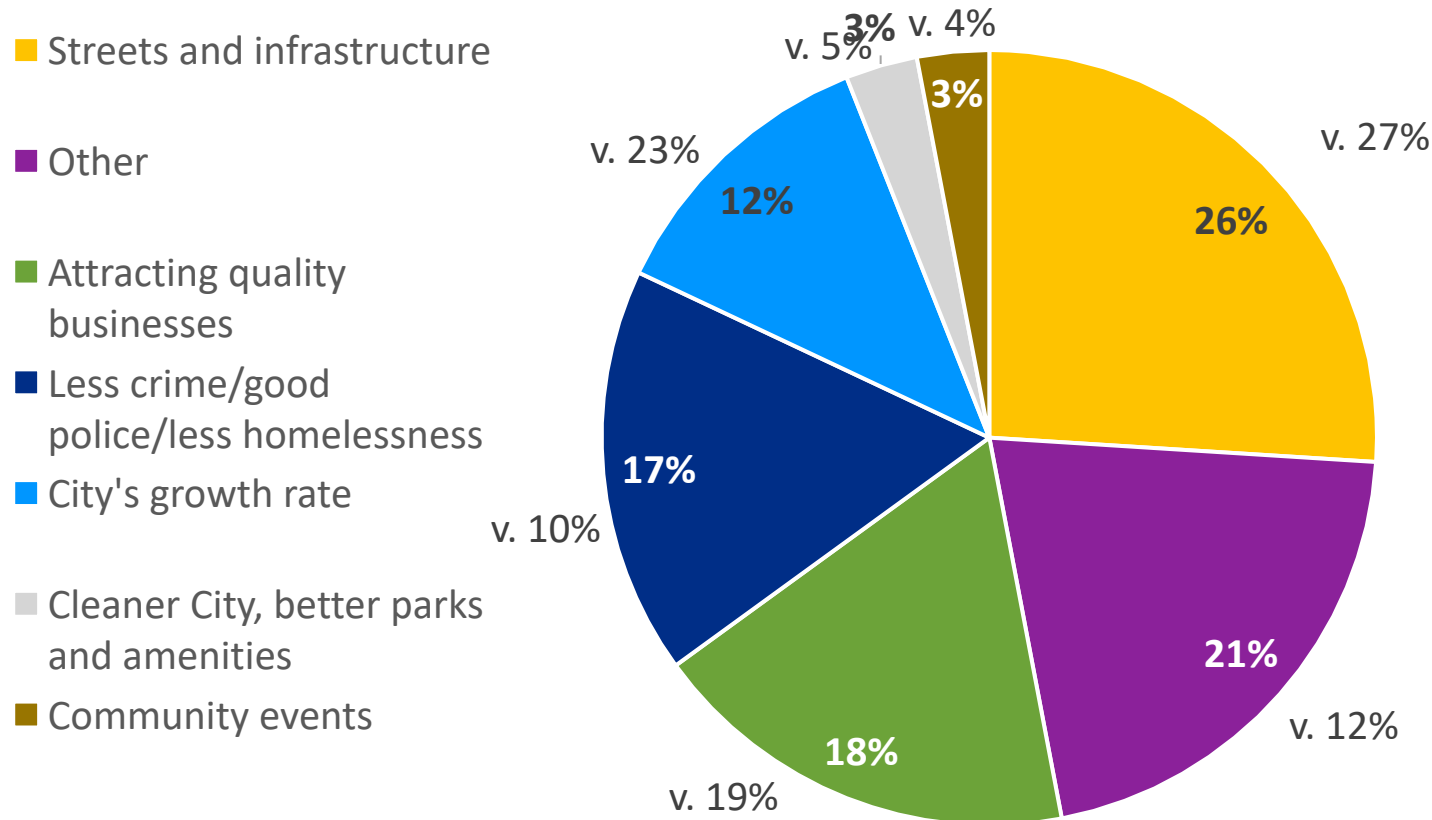


Perceptions of Living in Rancho Cordova

Part 4 of 5

What is the main reason you feel the image of the City has gotten **BETTER**?

(Of the 45% of respondents saying image has gotten **better**, responses summarized into categories)



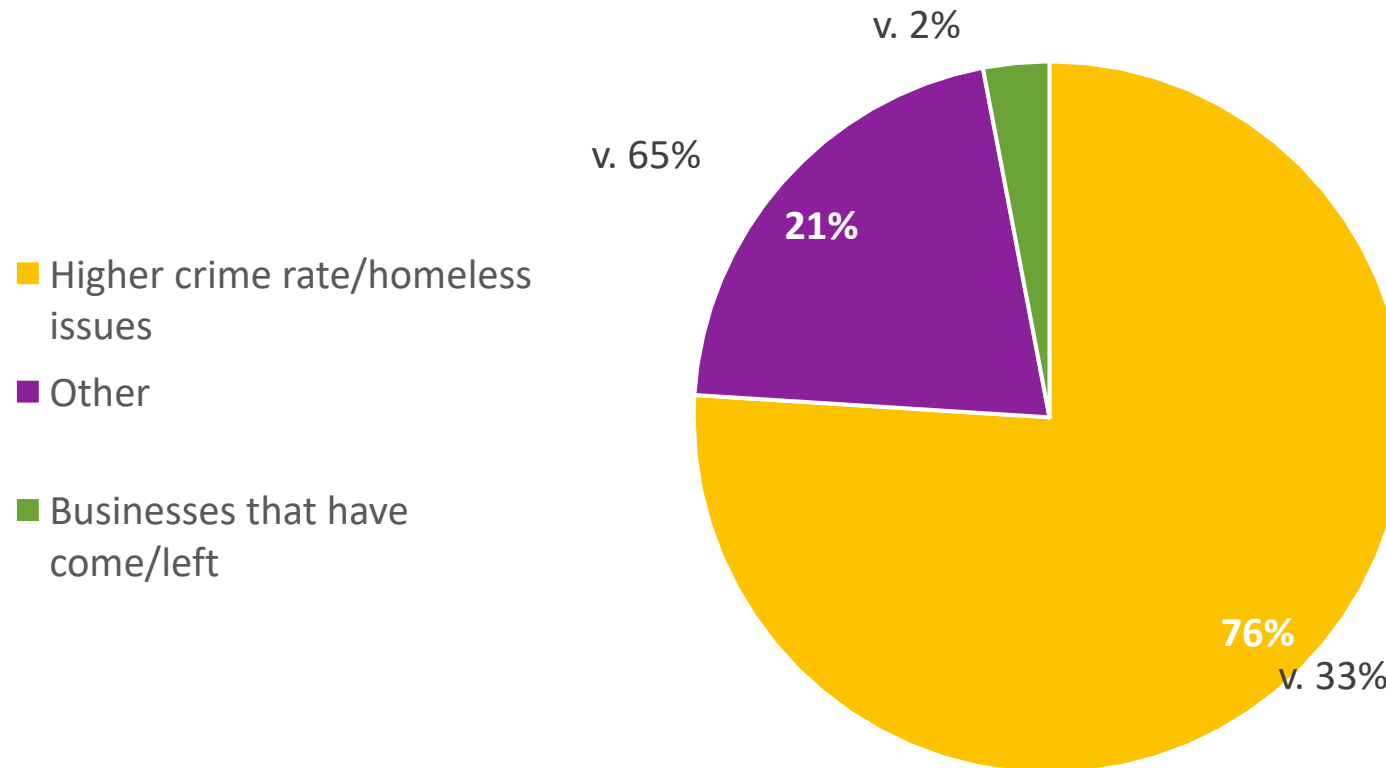
Specific comments:

- There is a lot of new construction, beautification, money back into the community etc. going on
- Police more proactive, crime areas have been cleaned
- Responsiveness of the local government

Perceptions of Living in Rancho Cordova

Part 5 of 5

What is the main reason you feel the image of the City of Rancho Cordova has gotten **WORSE**?
(Of the 11% of respondents saying image has gotten **worse**, responses summarized into categories)



Ratings on City Service Attributes

Part 1 of 6

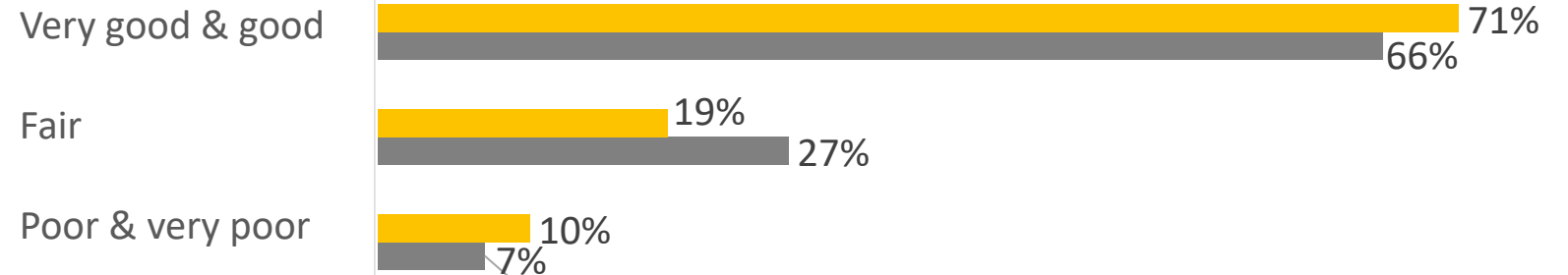
How well is the City providing the following service?

Addressing Homeless Issues

NOTE: NOT ASKED IN 2021



Providing police protection in your neighborhood



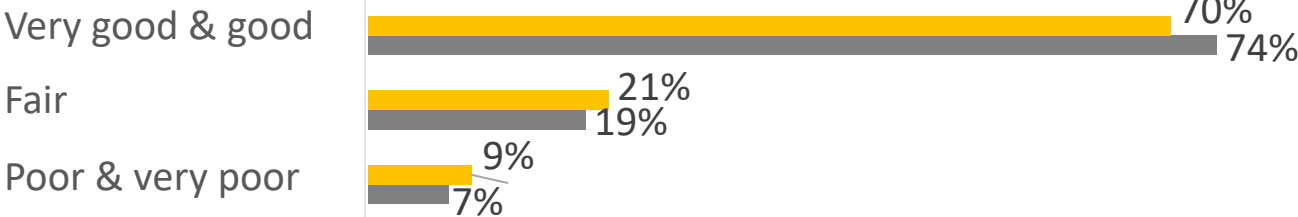
■ 2023 ■ 2021

Ratings on City Service Attributes

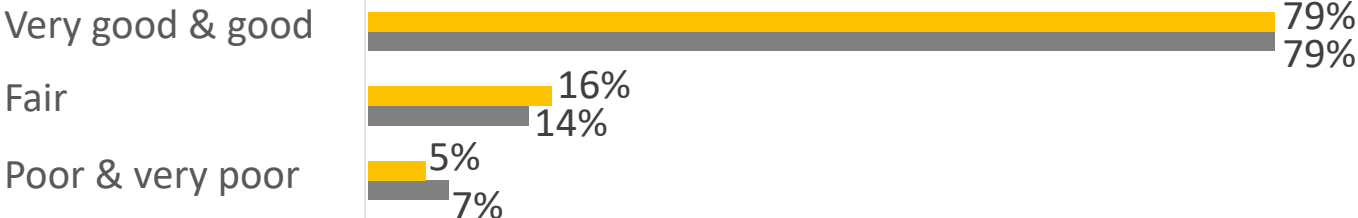
Part 2 of 6

How well is the City providing the following service?

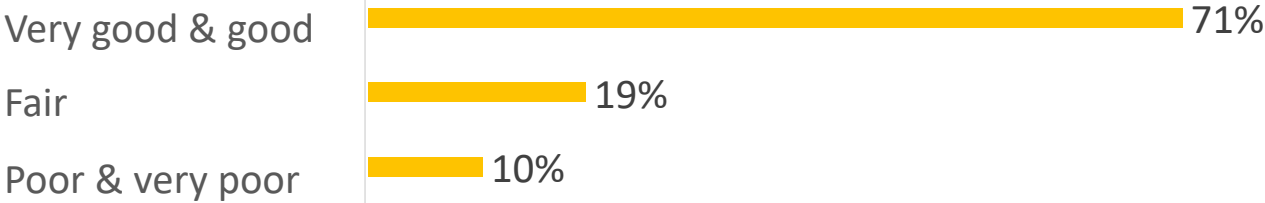
Repairing and resurfacing City streets



Maintaining the streets, including cleanliness, lighting and landscaping



Using the City's Community Enhancement and Investment Fund, which is funded by two recent sales tax measures, to meet residents' needs (**NOTE: Not asked in 2021**)

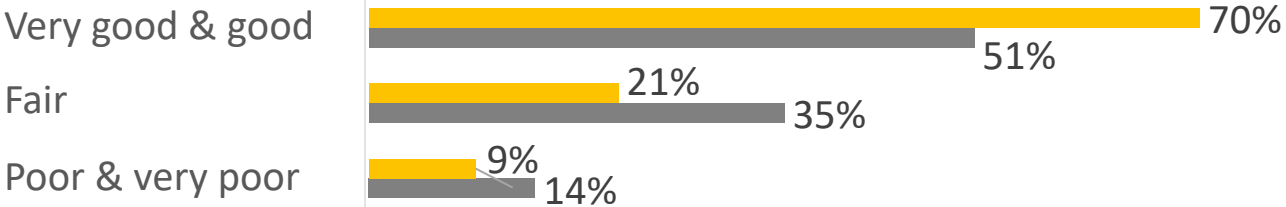


Ratings on City Service Attributes

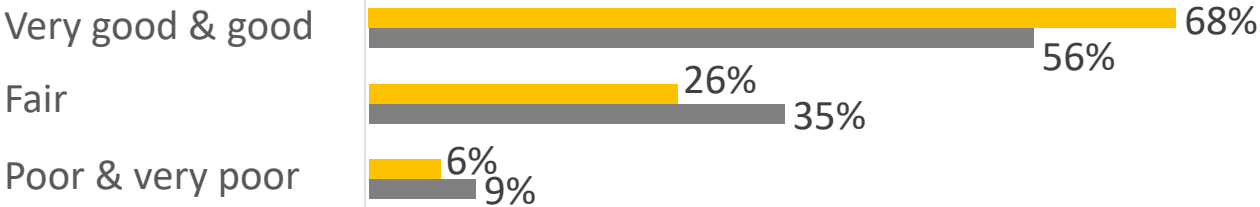
Part 3 of 6

How well is the City providing the following service?

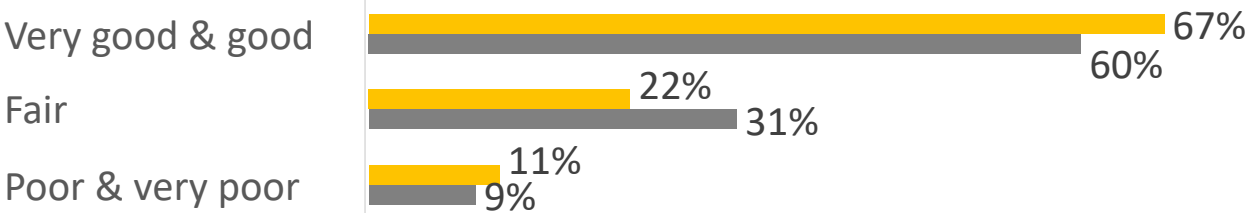
Planning for the future of the City



Attracting and retaining businesses within the City



Enforcing City requirements in your neighborhood

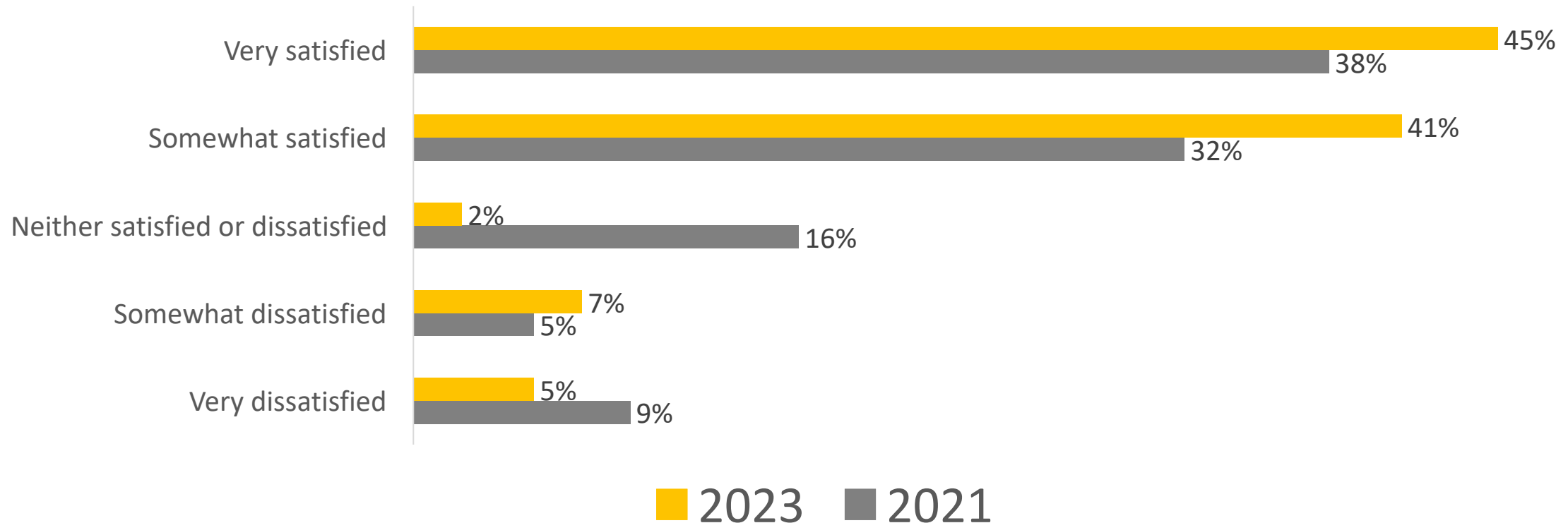


2023 2021

Ratings on City Service Attributes

Part 4 of 6

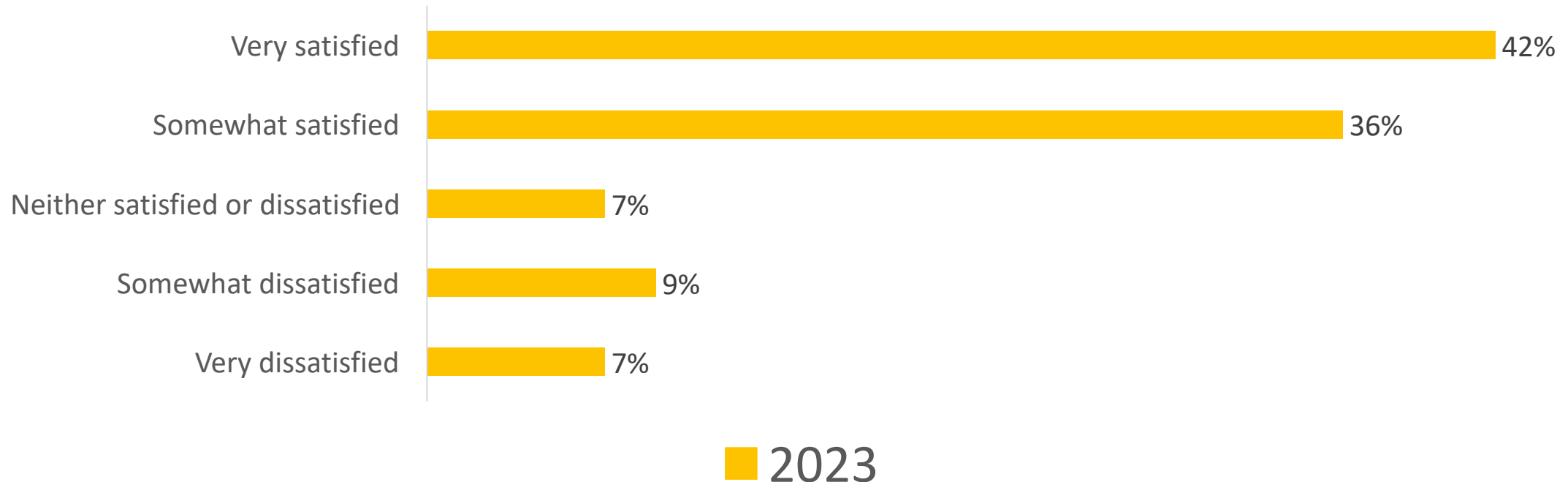
If you have contacted the City in person/by telephone to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received?
(46% had contacted the City in person or by telephone) – **NOTE: Slight wording change in 2023**



Ratings on City Service Attributes

Part 5 of 6

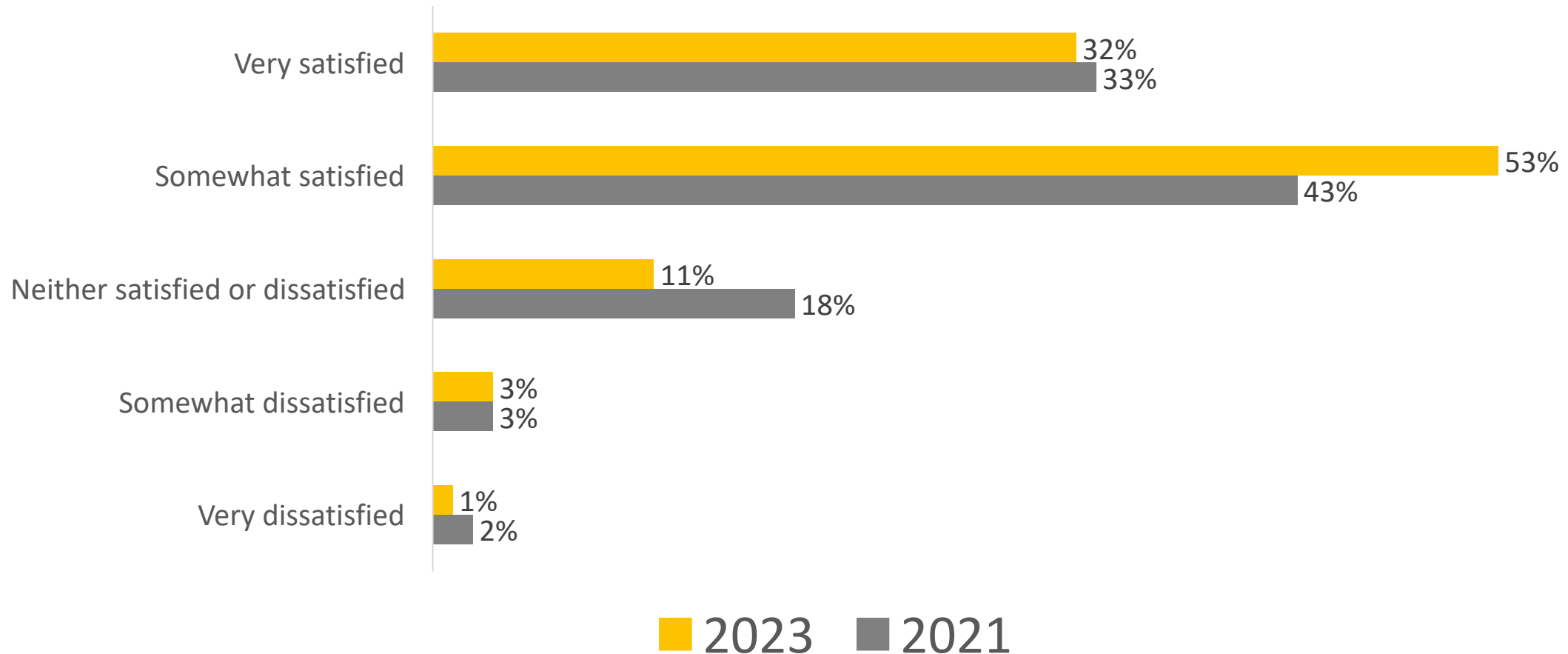
If you have contacted the City using the City's website/RC Online to obtain information, report a problem, get a problem resolved, or for some other reason, how satisfied were you with the customer service you received? (33% had contacted the City by website or RC Online) – **NOTE: Not asked in 2021**



Ratings on City Service Attributes

Part 6 of 6

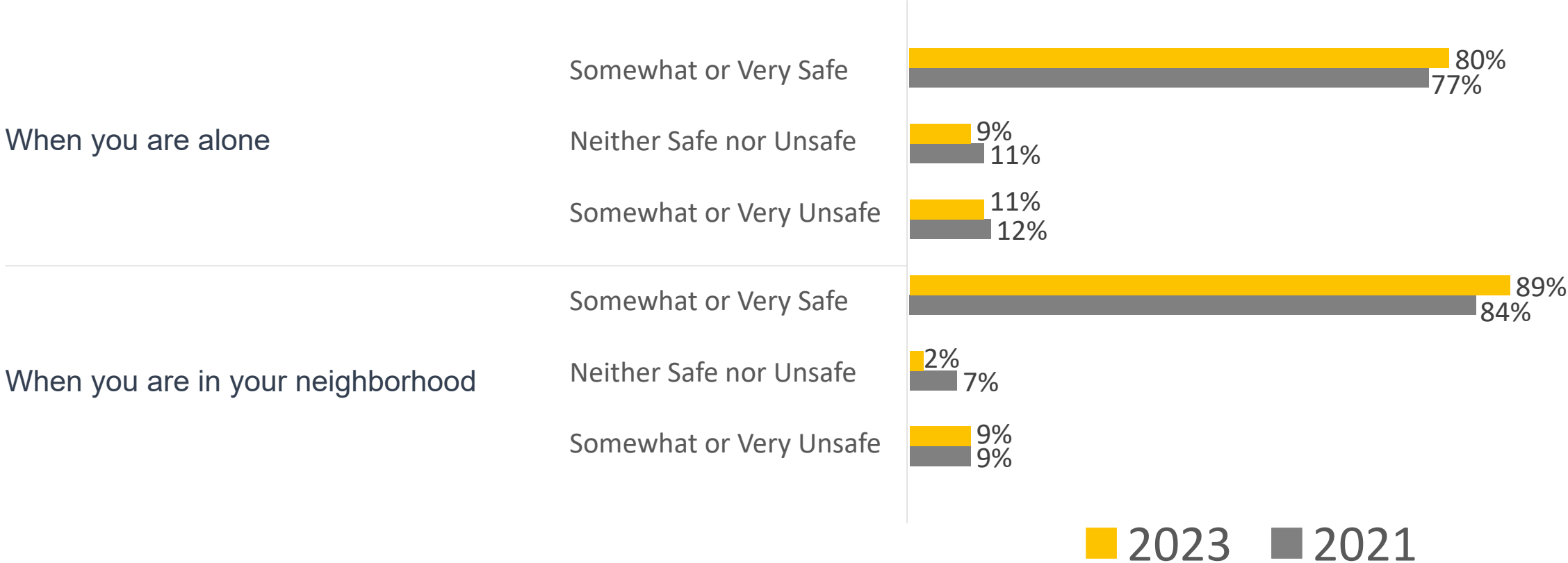
Overall how satisfied are you with the City services provided?



Perceptions of Safety and Ratings of RCPD

Part 1 of 4

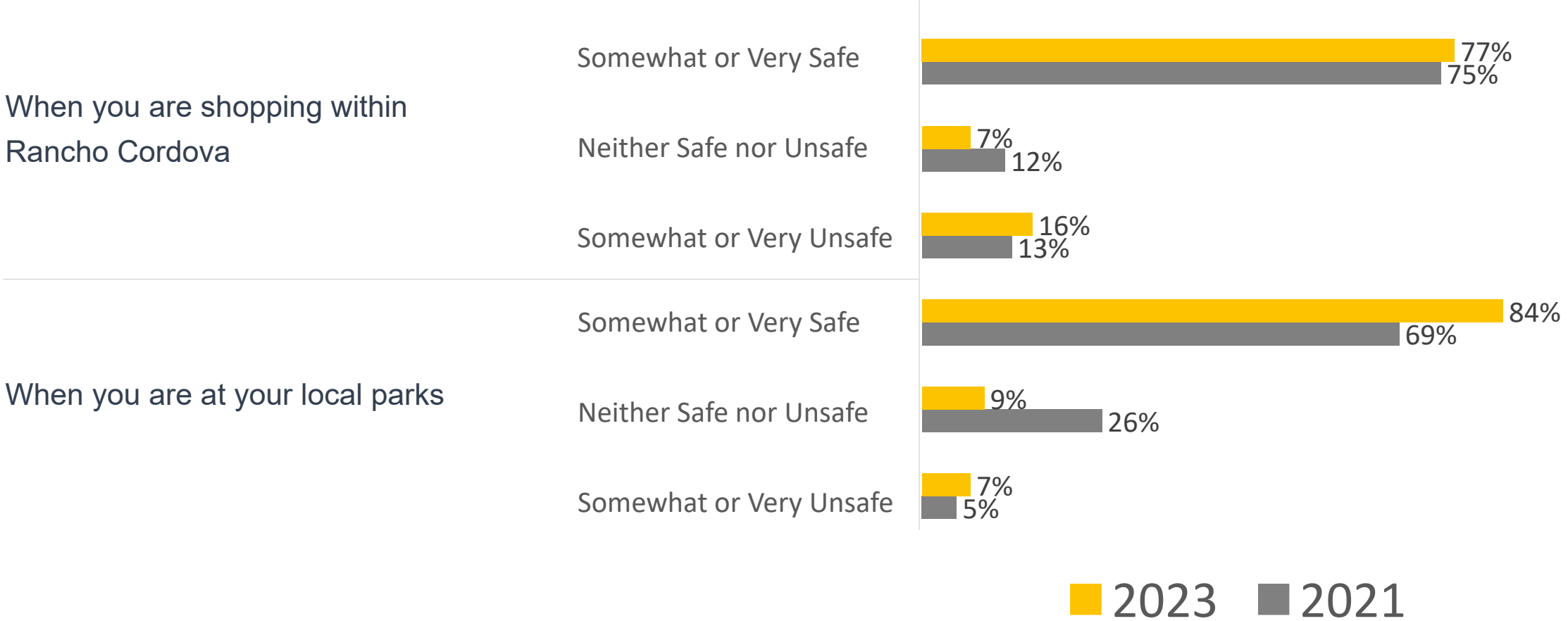
How safe do residents feel when they are in particular situations?



Perceptions of Safety and Ratings of RCPD

Part 2 of 4

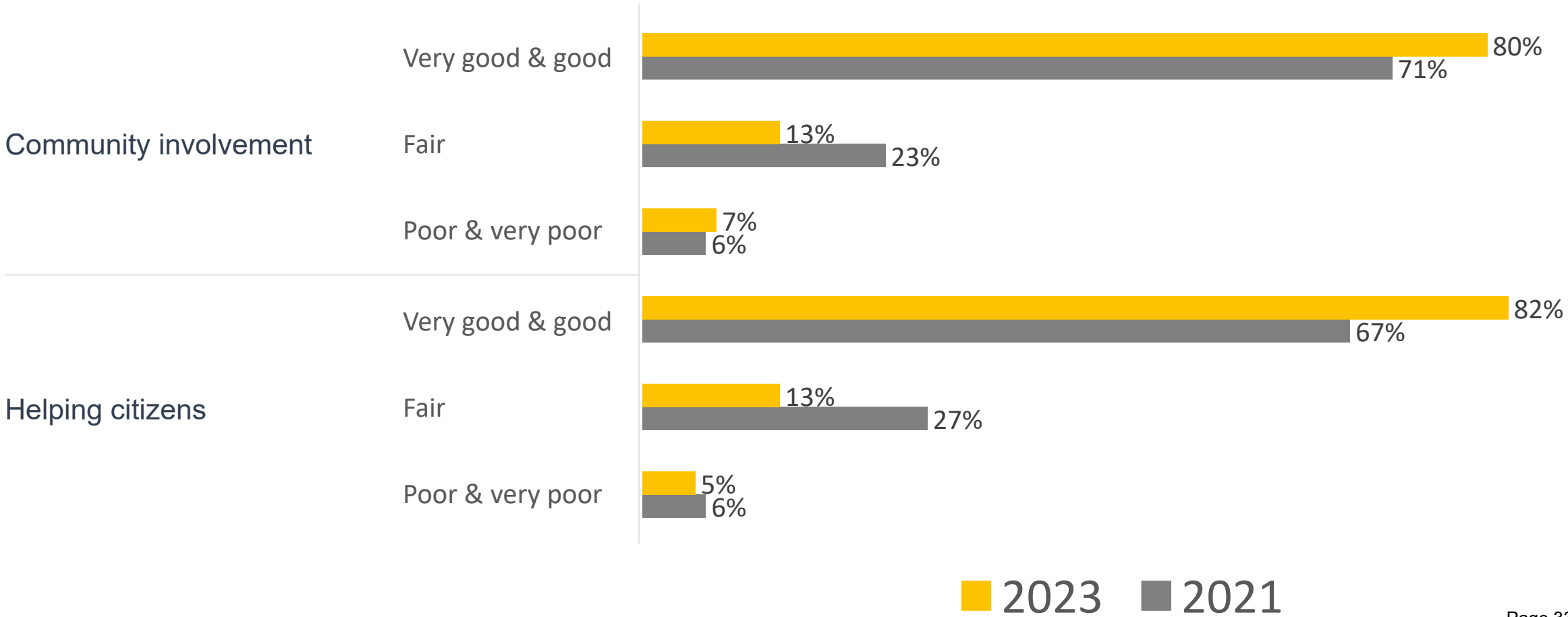
How safe do residents feel when they are in particular situations?



Perceptions of Safety and Ratings of RCPD

Part 3 of 4

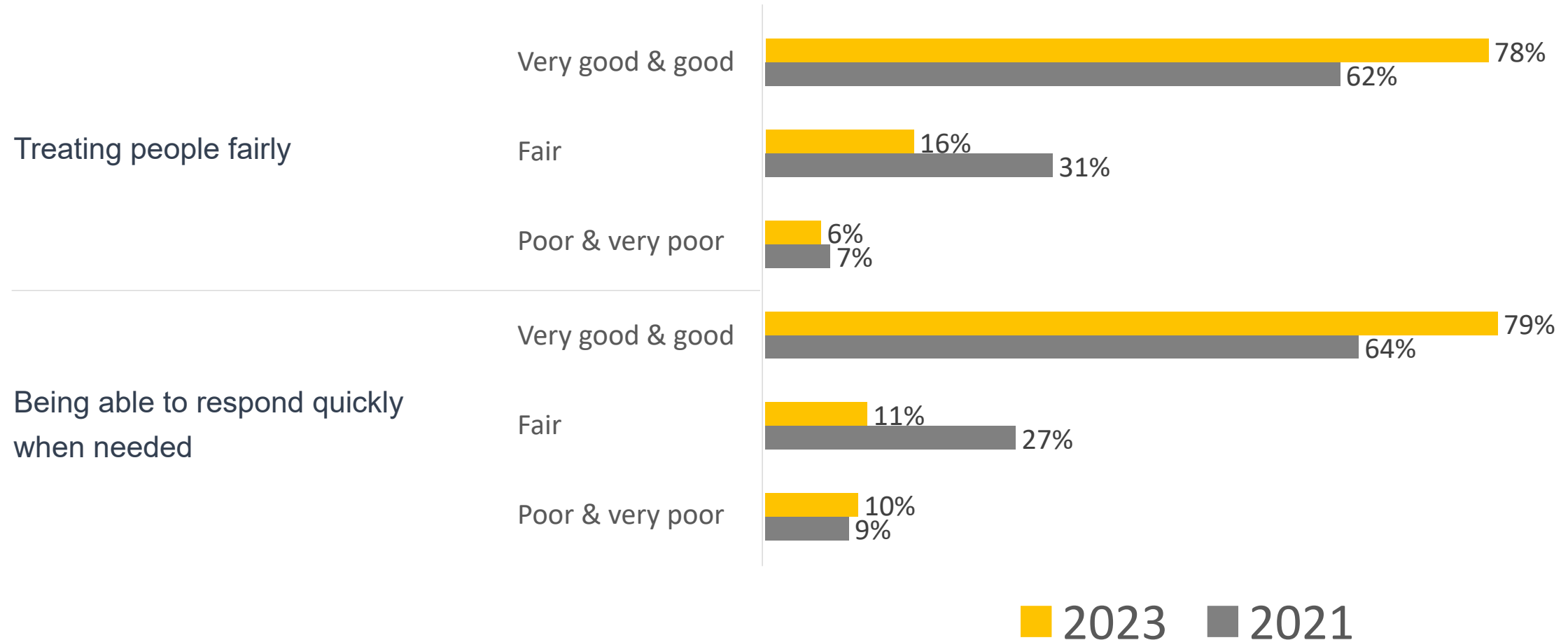
How would you rate the Rancho Cordova Police Department on each of the following?



Perceptions of Safety and Ratings of RCPD

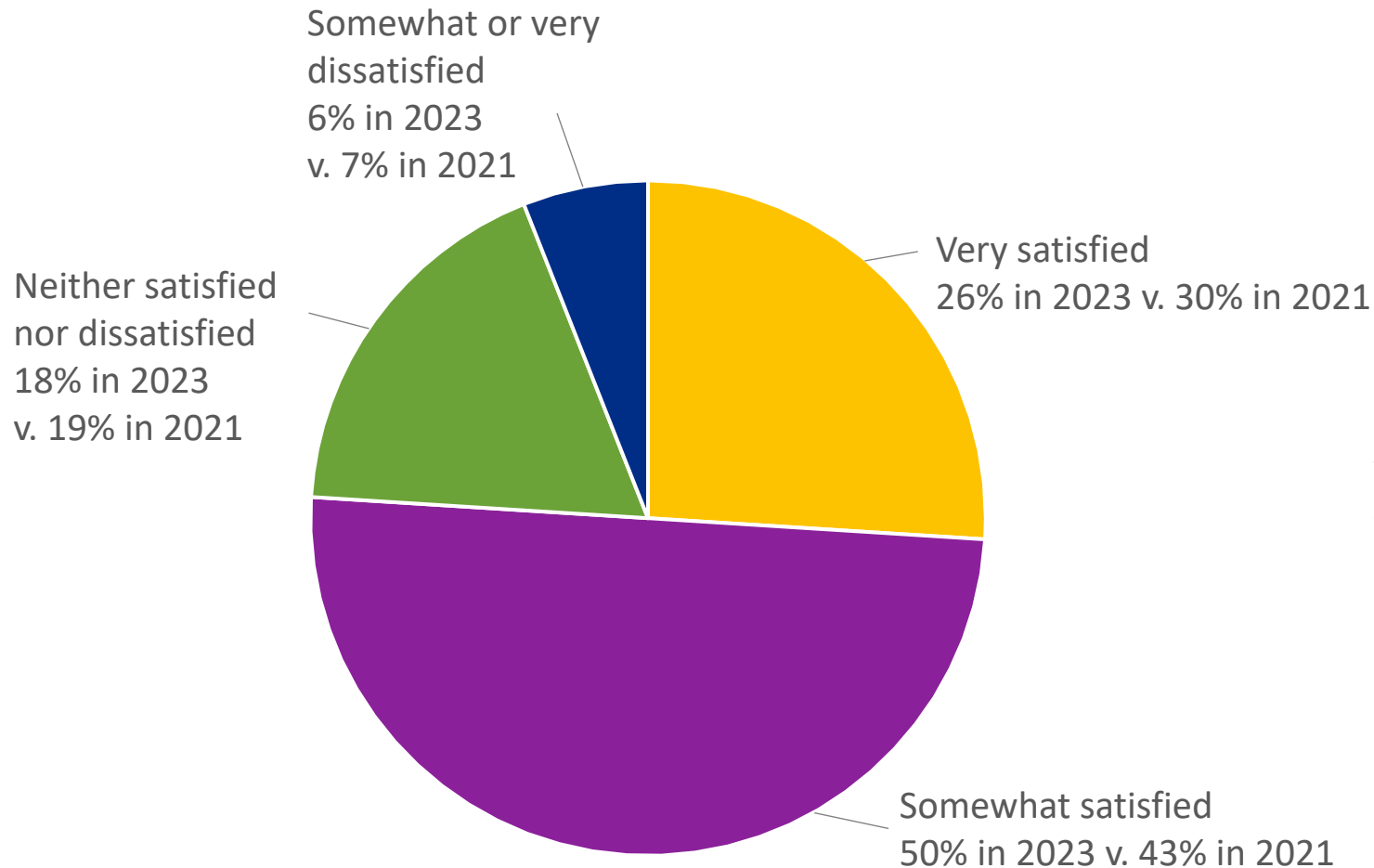
Part 4 of 4

How would you rate the Rancho Cordova Police Department on each of the following?



City Responsiveness to Resident Concerns

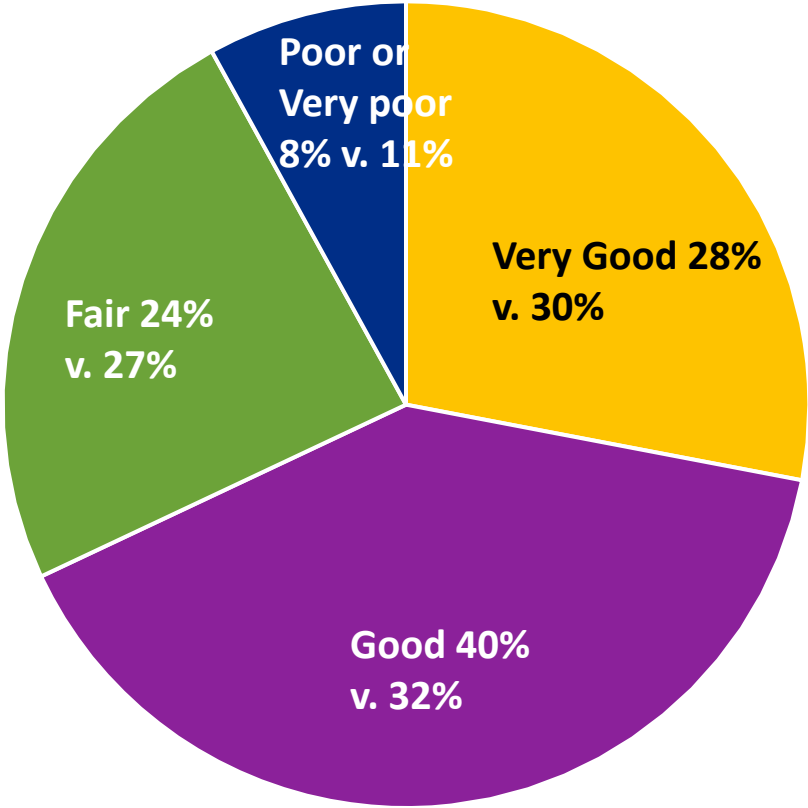
How satisfied are you that the City tries to be responsive to the well-being and concerns of its residents?



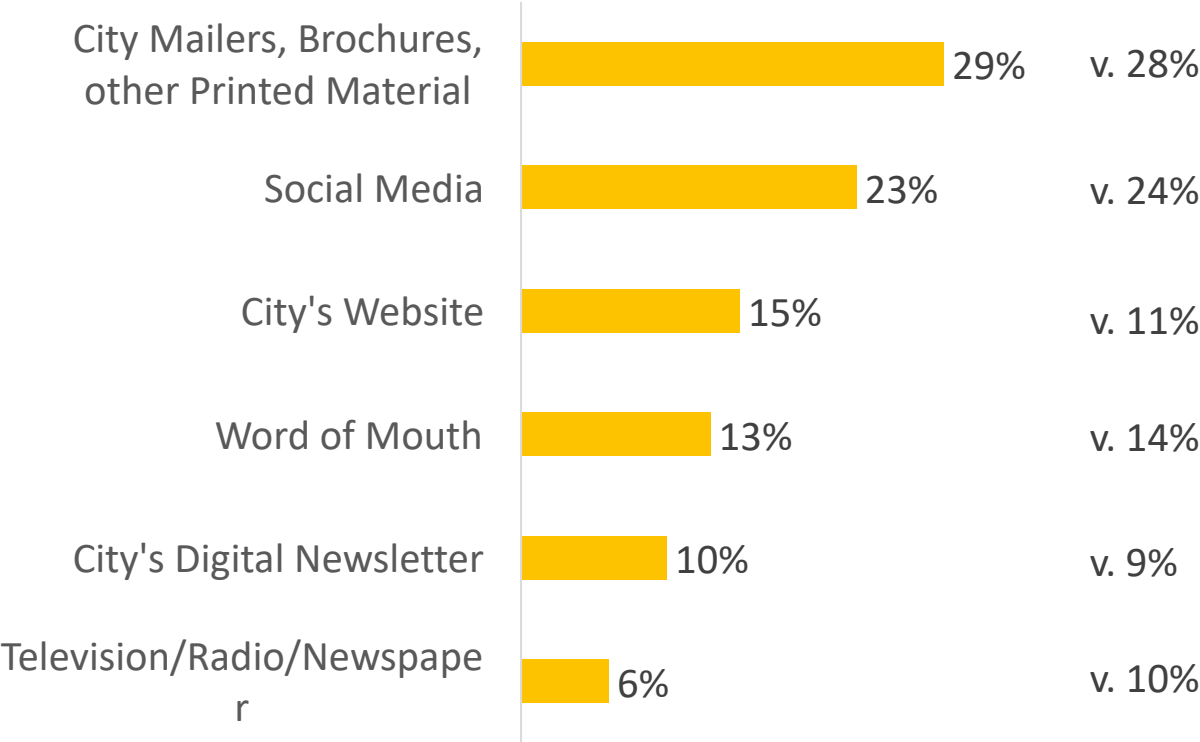
76% of Rancho Cordova residents are Very satisfied or Somewhat satisfied that the City is responsive to resident well-being and concerns (73% in 2021)

Information Dissemination

How well does the City inform residents about programs and services?



What is your main source of information about what Rancho Cordova is doing in your community?



Summary and Conclusions

Overall, this survey indicates a **high level of satisfaction with living in Rancho Cordova and the services residents receive from the City.**

Overall:

- Quality of life perceptions have remained high
- The image of Rancho Cordova has remained relatively even since 2021
- City services ratings have remained strong
- Safety perceptions remained positive and improved over 2021
- A larger number of residents receive information from City materials and media

Area indicated for additional focus:

- Addressing homeless population issues

MEMORANDUM



ITEM 19.2.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer
SUBJECT: **PRESENTATION REGARDING THE CITY'S INTENTION TO INCREASE THE ANNUAL STORMWATER UTILITY 1 FEE FOR THE MAINTENANCE OF STORM DRAINAGE AND FLOOD PROTECTION SYSTEM**

RECOMMENDATION

Direct staff to bring a Resolution to the October 16, 2023, City Council meeting to designate a time and place for hearing protests in connection with the proposed SWU1 Fee increase (December 4, 2023) and authorize the City Clerk's office to give notice of the above-described protest hearing.

RESULT OF RECOMMENDED ACTION

Staff would bring a resolution to the October 16, 2023, City Council meeting to designate a time and place for hearing protests in connection with the proposed SWU1 Fee increase (December 4, 2023) and authorize the City Clerk's office to give notice of the above-described protest hearing.

BACKGROUND

The City's stormwater infrastructure includes the following facilities:

- 6 pump stations
- 6 regional detention basins
- 254 miles of drainage pipes
- 7740 drainage inlets
- 4370 manholes
- 70 acres of creek channels and tributaries

The Stormwater Utility 1 Fee (SWU1) was created in 1995 in order to provide for the safety of the residents of the City, protect property in the City from the damage associated with flooding, and meet the requirements of the NPDES permit. It is necessary to design, construct, operate, maintain, improve and replace storm drainage facilities which collect storm and surface water runoff and convey and treat such runoff in a safe manner. It is also necessary to inspect, monitor, and take enforcement action related to illegal dumping, trash, and illicit discharges into

the City's storm drain system.

The City of Rancho Cordova has over \$50 million in deferred maintenance, including outdated pump stations, local flooding, and damaged and aging infrastructure. Delay in addressing deferred maintenance will result in a growing maintenance backlog and an increased need to reactively address emergency conditions. Furthermore, the effort needed to comply with state and federal regulations continues to grow.

DISCUSSION

The SWU1 revenue is not adequate to support the City's stormwater enterprise and, as a result, the stormwater utility fund has a growing deficit. In addition, inadequate revenues generated by the current SWU1 fee have necessitated the deferral of capital improvements to the storm drain system. Staff recommends an increase to the SWU1 fee to provide adequate funding for maintenance and capital improvements of stormwater infrastructure, addressing deferred maintenance, staying in compliance with state and federal regulations, and reducing the potential for future flooding.

A "Rate Analysis Report" was prepared by Harris & Associates and found that revenue generated by the current rate is not adequate to support the City's stormwater enterprise ([Attachment 1](#)). The analysis completed by the City found that the annual costs to maintain, replace, and improve the stormwater infrastructure in the SWU1 area is \$8.9 million per year. The current SWU1 fee collects about \$3.5-\$4 million per year, a shortfall of approximately \$5 million per year. Increasing the rate would close this gap and allow the City to provide a higher level of service to address deferred maintenance, decrease the potential for flooding, and comply with growing federal and state regulations. In addition, attached is a boundary map ([Attachment 2](#)) that depicts the boundaries of the SWU1 Fee area.

The existing SWU1 fee for a typical single-family home (LDR1) is \$70.09 annually. The proposed SWU1 fee for a typical single-family home (LDR1) is \$156.79 annually. A sample fee calculation for various land uses and parcel sizes are summarized in the following table:

Land Use Description	Total Area (Acres)	Impervious Area (Acre)	DMUs	Sample Fee
LDR1 parcels 0.16 acres or Less	0.16	--	1.000	\$156.79
LDR2 parcels 0.17 - 0.25 acres	0.22	--	1.100	\$172.47
LDR3 parcels 0.26 - 0.33 acres	0.30	--	1.175	\$184.23
LDR4 parcels 0.34 - 0.50 acres	0.40	--	1.250	\$195.99
LDR5 parcels greater than 0.50 acres	1.00	--	1.563	\$244.98
Medium Density Residential 10 - 18 DU/AC	5.00	3.75	43.750	\$6,859.50
High Density Residential Greater than 18 DU/AC	5.00	3.75	46.875	\$7,349.47
Office	1.00	0.75	9.375	\$1,469.89
Commercial	1.00	0.70	8.750	\$1,371.90
Industrial	1.00	0.80	10.000	\$1,567.89
Private Recreation	1.00	0.25	3.125	\$489.96
Parks/Greenbelts	2.00	0.25	6.250	\$979.93
Public/Quasi Public	2.00	0.25	6.250	\$979.93

In tonight's action, staff is seeking direction from City Council to bring a resolution to the October 16, 2023, City Council meeting to designate a time and place for hearing protests in connection with the proposed SWU1 Fee increase (December 4, 2023) and authorize the City Clerk's office to give notice of the above-described protest hearing.

FISCAL IMPACT AND FUNDING SOURCE

The proposed action would have no impact on the City's General Fund.

ATTACHMENT(S)

1. Preliminary Stormwater Utility 1 Rate and Analysis Report
2. Drainage Districts Map
3. Stormwater Utility I Rate Increase Presentation



Harris & Associates



STORM DRAIN RATE ANALYSIS REPORT

(STORMWATER UTILITY FEE 1)

CITY OF RANCHO CORDOVA

September 2023

TABLE OF CONTENTS

1.	Introduction	1
2.	Background information	2
3.	Services funded	5
4.	Proposition 218 Requirements	6
5.	Rate Structure Analysis	7
6.	Cost Estimate	10
7.	Fee Calculations	14

Exhibit A DRAINAGE DISTRICT BOUNDARIES

Exhibit B RUNOFF COEFFICIENT

1.INTRODUCTION

The Stormwater Utility Fee 1 (“SWU 1”) was established by Sacramento County in 1995 to cover the cost for the maintenance and improvements of the City of Rancho Cordova’s storm drainage management system. In 2014, the City took ownership of the system from Sacramento County, and is now responsible for the operation and maintenance of the system. The SWU 1 did not include an annual cost escalator to keep up with the rate of maintenance and repairs, and as a consequence, the SWU 1 fee revenue is not adequate to support the City’s stormwater enterprise. In addition, inadequate revenues generated by the current SWU 1 fee have necessitated the deferral of capital improvements to the storm drain system. In order to continue to provide stormwater management services, the City of Rancho Cordova (City) is updating the Stormwater Utility Fee 1 to provide adequate funding for maintenance and capital improvements of stormwater infrastructure.

These fees would be levied per the California Health and Safety Code Section 5470 et seq. The City will use the Stormwater Utility Fee 1 to fund the operation and maintenance of the facilities needed to provide the appropriate facilities and control measures for Stormwater quality control.

The purpose of this Rate Analysis Report is to:

- Identify the improvements and maintenance that needs to be funded.
- Review the requirements of Article XIID of the State Constitution (Proposition 218), the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 et. Seq.), and Health & Safety Code Section 5470 et. Seq. relating to requirements for apportioning the costs associated with the City’s stormwater runoff system.
- Analyze and recommend an appropriate rate structure and provide estimated rates based on cost data information provided by the City.

Note: The City’s Enhanced Stormwater Utility Fee 2 (“Enhanced SWU 2”) is not impacted by this update. Enhanced SWU 2 fees address the additional costs to the City for maintaining low impact design (LID) improvements. If a developer wishes to place their LID improvements in public right-of-way that will be maintained by the City, that development will be conditioned to provide an adequate funding mechanism to cover the annual cost of the LID improvement including, but not limited to, annexing into the City’s Enhanced Stormwater Utility Fee 2 district. If the development has private LID improvements, they may annex into the City’s SWU 1 or provide a City-approved alternate funding source.

Exhibit A includes a map of the City’s Drainage District Boundaries.

2.BACKGROUND INFORMATION

The Stormwater Utility Fee 1 ("SWU 1") was established in 1995 as an initiative dedicated to managing stormwater effectively within Sacramento County. Notably, SWU 1 operates as an enterprise fund, ensuring its revenues and expenditures are segregated into a specific fund, exclusively designated for the stormwater program. It's important to note there is no inflator or annual adjustment mechanism in place, which means the funding levels remain constant without periodic increases.

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

The responsibility for implementing various NPDES permits in the State of California has been delegated to the State Water Resources Control Board (SWRCB). The SWRCB administers NPDES authority through its nine Regional Boards. As an NPDES permittee, the City is required to prevent or minimize stormwater pollution within its jurisdiction. This includes overseeing the maintenance and operations of the City's extensive stormwater assets encompassing 6 pump stations, 6 regional detention basins, 254 miles of drainage pipes, 7,7740 drainage inlets, and 4,370 manholes. Additionally, it includes managing 70 acres of creek channels and tributaries. Duties also entail coordinating routine maintenance and emergency response activities while prioritizing and addressing customer service requests. Furthermore, the role necessitates collaboration with regulatory agencies, notably the Department of Fish & Wildlife, to secure all required permitting.

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

Based on the City's General Plan and current specific plan areas, Rancho Cordova is expected to develop as shown in Table 1 below.

TABLE 1 LAND USE

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

This development is expected to require significant stormwater drainage and flood control facilities. Based on the development area and improvements that were required in recent developments within the City of Rancho Cordova, Table 2 summarizes the improvements that are expected once development is complete.

TABLE 2 EXPECTED IMPROVEMENTS

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

Source: *Rate Analysis Report for the Stormwater Utility Fee For the City of Rancho Cordova*, August, 2014, prepared by Harris and Associates.

3. SERVICES FUNDED

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

1. Oversee all aspects of the City's stormwater assets, including routine Operation and Maintenance, repairs, stormwater response, and weed abatement.
2. Respond to and investigate incidents of illicit discharges and illegal connections to the storm drain system.
3. Periodically inspect facilities for proper handling of materials, chemicals, pollutants, garbage, waste, and debris and prevent any discharges to the storm drain system.
4. Regularly clean and maintain catch basins, the flowline, and storm drainage facilities.
5. Installation and maintenance of water quality devices required to keep pollutants out of the storm drain system.
6. Discourage illegal dumping or discharge of pollutants into the storm drain system by stenciling all City-owned catch basins with a "No Dumping" message.
7. Augment public education and outreach programs in regards to the proper use and function of the storm drainage system and the receiving waters.
8. Develop programs to promote, publicize, and facilitate public reporting of illicit discharges to the storm drain system.
9. Encourage the proper disposal of household hazardous waste (HHW) to prevent the improper disposal to the storm drain system or to the sewersystem.
10. Discourage the improper disposal of litter, garden clippings, leaves, and pet waste into the street or the storm drain system.
11. Capital replacement of storm drainage, flood control improvements and bioretention improvements at the end of the expected useful life for such improvements.
12. Administration and oversight of the requirements set forth in the NPDES permit to City departments, developments, and local agencies.

4. PROPOSITION 218 REQUIREMENTS

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

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

There have been a number of court cases related to property-related fees in the last few years; however, they have focused on water rates or groundwater charges. The only substantive part of these cases that related to storm water fees is the requirement that the fees be based on the cost of service, that they must be proportional to the service received, and that ballots are not secret ballots. The City’s current rate structure complies with this requirement as does the new fee methodology recommended in this report.

5. RATE STRUCTURE ANALYSIS

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

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

and

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

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

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

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

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

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

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

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

Residential Parcels

The City of Rancho Cordova General Plan Residential categories include Estate Residential (0.51 to 2.0 dwelling units per acre), Low Density Residential (2.1 to 6.0 dwelling units per acre), Medium Density Residential (6.1 to 18.0 dwelling units per acre) and High Density Residential (18.1 to 14.0 dwelling units per acre).

Estate and Low Density Residential Parcels

As a residential property increases in size over the median parcel size, the typical percentage of impervious area decreases, as shown in Exhibit B. Conversely, as a residential parcel decreases in size below the median parcel size, the typical percentage of impervious area increases, and such increase is typically proportional to the decrease in size. For purposes of this analysis, Estate Residential is combined with Low Density Residential, and are separated into five (5) groups. The median parcel area for each group was used and their DMUs are calculated as follows:

Estate & Low Density Residential Category	DMU/ Formula
LDR1 – Parcels 0.166 acres or less	1.000 DMU
LDR2 – Parcels greater than 0.167 but less than or equal to 0.250 acres	1.100 DMUs
LDR3 – Parcels greater than 0.250 but less than or equal to 0.333 acres	1.175 DMUs
LDR4 – Parcels greater than 0.333 but less than or equal to 0.500 acres	1.250 DMUs
LDR5 – Parcels greater than 0.500 acres	$1.250 + \frac{[(\text{acres} - 0.50) \times 5\%]}{0.0800} = \text{DMUs}$

Medium Density Residential Parcels

Per the City's Land Use Policy, Medium Density Residential parcels may contain 6.1 to 18.0 dwelling units per acre, and may contain single family residential and/or multi-family residential development. Typical percentage of impervious area is estimated as 70% of the parcel size. DMUs for Medium Density Residential parcels is calculated as follows:

Residential Category	Density	% Impervious
Medium Density	10 – 18 DU/Ac	70%

$$\frac{\text{Acreage} \times 70\% \text{ Impervious}}{0.0800} = \text{DMUs}$$

High Density Residential Parcels

Per the City's Land Use Policy, High Density Residential parcels may contain 18.1 to 40.0 dwelling units per acre, and typically contain multi-family residential development. Typical percentage of impervious area is estimated as 75% of the parcel size. DMUs for High Density Residential parcels is calculated as follows:

Residential Category	Density	% Impervious
High Density	Greater than 18 DU/Ac	75%

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

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

Non-Residential Parcels

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

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

SUMMARY

Based on the information available, all parcels draining into Rancho Cordova Stormwater Utility Fee-maintained drainage infrastructure are proposed to be charged the same user fee rate per DMU for stormwater management services. The Rancho Cordova Stormwater Utility Fee is proposed in perpetuity.

For the purposes of this report, City-maintained drainage infrastructure includes streets, basins, pipes, inlets, outlets, and natural drainage courses and bioretention areas. Parcels used for or related to stormwater management and right of way that contain City maintained drainage infrastructure are exempt from the runoff charge, as they are part of the infrastructure being funded. Also exempt from the runoff charge is Caltrans right-of-way, because Caltrans handles its own runoff under a separate NPDES permit.

Drainage units may be adjusted based on appeal from the property owner. See the Appeals Process below. Table 3, below, provides a preliminary summary of DMUs for the various land uses in Rancho Cordova.

TABLE 3 DRAINAGE MEASUREMENT UNIT SUMMARY

Land Use Description	Total Area (Acres)	Number of Units	Drainage Measurement per Unit	Impervious Area (Acre)	DM Units
Residential					
LDR1 parcels 0.166 acres or Less	1,205.70	9,442	1.000	--	9,442.00
LDR2 parcels 0.167 - 0.250 acres	1,425.28	7,448	1.100	--	8,192.80
LDR3 parcels 0.251 - 0.330 acres	165.22	591	1.175	--	694.42
LDR4 parcels 0.331 - 0.500 acres	43.00	114	1.250	--	142.50
LDR5 parcels greater than 0.500 acres	1,301.85	--	$1.250 + (\text{Acres} - 0.50 \times 5\%) / 0.0800$	--	1,102.17
Medium Density Residential 10 - 18 DU/AC	49.90	--	acreage x 70% / 0.08	34.93	393.32
High Density Residential Greater than 18 DU/AC	119.36	--	acreage x 75% / 0.08	89.52	1,053.16
Residential Total	4,310.32			124.45	21,020.38
Non-Residential					
Office	1,229.24	--	75%	921.93	11,531.17
Commercial	598.21	--	70%	418.75	5,234.32
Industrial	1,007.43	--	80%	805.94	9,900.31
Private Recreation	25.11	--	25%	6.28	78.48
Parks/Greenbelts	2,099.27	--	25%	524.82	6,568.16
Public/Quasi Public	265.81	--	25%	66.45	2,566.48
Non-Residential Total	5,225.08			2,744.17	35,878.93
Total Residential and Non-Residential	9,535.40			2,868.63	56,899.30

Notes

1. Total acres and total units based on Sacramento County Assessor's Parcel and Zoning data.
2. Impervious assumptions from City of Rancho Cordova Rate Analysis Report (Low Impact Development Stormwater Utility Fee), May 2022.
3. DM per unit assumptions from City's existing SWU I fee.

6.COST ESTIMATE

Capital Improvement Projects

Stormwater is conveyed through the City through a storm drainage system consisting of over 250 miles of underground pipes, 20 miles of open channels/creeks and six pump station. In 2014, the City took ownership of the system from Sacramento County, and is now responsible for the operation and maintenance of the system. In April 2021, a comprehensive master planning study of the system, the Stormwater Capital Improvement Program Master Plan (SCIPMP) was prepared by West Yost. The SCIPMP recommends improvement projects needed to address flooding and maintenance issues. Table 4 below summarizes the proposed flood control projects recommended in the SCIPMP and provides updated estimated costs for the capital improvement projects. These costs are anticipated to be collected over a fifteen (15) year period, approximately \$3,258,377.77 annually.

TABLE 4 ESTIMATED CAPITAL IMPROVEMENT PROJECTS COSTS

Project ID ¹	Priority	Project Description	Total Estimated Cost ^{2,3}	Total Estimated Cost (2023) ⁴
ARD4-1	High	Folsom Blvd Detention Basin and Sunrise Blvd Pipes Imp	\$ 3,072,000	\$ 3,495,833
CC-1	High	Mills Tower Pump Station and DS Pipe System Impr	\$ 24,558,000	\$ 27,946,184
MC3-2	High	School Property Detention Basin	\$ 3,132,000	\$ 3,564,111
CC-2	High	Don Juan Drive Improvements	\$ 2,430,000	\$ 2,765,259
MC3-3	Medium	Sunrise Blvd and Recycle Road Pipe Impr	\$ 1,114,000	\$ 1,267,695
MC3-4	Medium	Mechanical Dr and Recycle Rd Pipe Impr	\$ 1,322,000	\$ 1,504,392
ART2-1	Medium	Ellenwood Ave and Routier Rd Pipe Impr	\$ 1,032,000	\$ 1,174,382
MC3-1	Medium	White Rock Rd Underground Storage	\$ 4,496,000	\$ 5,116,298
ARD4-2	Low	Coloma Rd Pipe Impr	\$ 646,000	\$ 735,126
ART2-2	Low	Bradshaw Rd Pipe Impr	\$ 590,000	\$ 671,400
MC1-1	Low	International Dr at Data Dr Pipe Impr	\$ 558,000	\$ 634,985
			\$ 42,950,000	\$ 48,875,667

1 Source: Table 6-1, Stormwater Capital Improvement Program Master Plan, April 2021 prepared by West Yost

2 Does not include land acquisition costs

3 Based on December 2020 Engineering News Record 20 Cities CCI of 11,626

4 December 2020 costs escalated to April 2023 ENR 20 Cities CCI of 13,230

Infrastructure Maintenance Costs

Table 5 below shows the estimated costs for infrastructure maintenance. These costs are estimated yearly, based on assumed frequency of maintenance activities, at approximately \$3,327,896.51 annually.

TABLE 5 ESTIMATED INFRASTRUCTURE MAINTENANCE COSTS

Maintenance Item	Estimated Quantity	Unit	Frequency	Cost (\$/unit) ¹	Total Cost/Year
Trunk Lines (larger than 24") - TV Lines	220,284	LF	25 years	\$ 9.16	\$ 80,680.45
Drainage Lines 10"-24" Cleaning	573,695	LF	10 years	\$ 3.66	\$ 210,119.62
Drainage Lines 10"-24" TV	573,695	LF	25 years	\$ 9.16	\$ 210,119.62
Creek and Channel Maintenance and Repair ²	10,560	LF	1 year	\$ 0.92	\$ 9,669.17
Pipe Repairs ³	79,398	LF	1 year	\$ 0.54	\$ 42,812.23
Creeks and Channels Mowing	97	AC	1 year	\$ 8,342.51	\$ 808,970.67
Creeks and Channels Herbicides	97	AC	1 year	\$ 829.16	\$ 80,403.79
Basin Maintenance ⁴	1	LS	1 year	\$ 317,329.06	\$ 317,329.06
Rip Rap Inspection Annual Maintenance ⁵	2,000	Ton	1 year	\$ 14.24	\$ 28,486.62
Channel and Outfall Maintenance ⁶	1	LS	5 years	\$ 1,688,742.47	\$ 337,748.49
Storm Drain Lift Stations ⁷	1	LS	3 year	\$ 500,000.00	\$ 166,666.67
High Priority Maintenance Improvements ⁸	1	LS	25 years	\$ 152,259.93	\$ 6,090.40
Medium Priority Maintenance Improvements ⁸	1	LS	25 years	\$ 375,870.38	\$ 15,034.82
Low Priority Maintenance Improvements ⁸	1	LS	25 years	\$ 23,094,122.31	\$ 923,764.89
Annual Infrastructure Maintenance Cost Estimate for SWU 1:					\$ 3,237,896.51

1 Maintenance costs based on *Rate Analysis Report (Low Impact Development Stormwater Utility Fee)*, May 2022, prepared by Harris & Associates, Table 4 Estimated Costs, escalated from May 2022 ENR 20 Cities of 13004 to April 2023 ENR 20 Cities CCI of 13,230, unless otherwise noted.

2 Assume 10.0% of frontage is maintained/repared annually (emergency maintenance repairs).

3 Assume 10.0% of conveyance system is maintained/repared annually (emergency maintenance/repairs).

4 Per Annual Maintenance Contract for Stormwater Facility Maintenance Services provided by City of Rancho Cordova, based on July 2021 ENR 20 Cities CCI of 12,238, escalated to April 2023 ENR 20 Cities CCI of 13,230.

5 Seven (7) Outfalls with Rip Rap, and misc Rip Rap.

6 Per *Stormwater Capital Improvement Program Master Plan, Final Report* April 2021, Table 3-3 Recommended Maintenance Improvements For Channels and Outfalls and Estimated Cost, prepared by West Yost Associates, based on December 2020 ENR 20 Cities CCI of 11,626, escalated to April 2023 ENR 20 Cities CCI of 13,230.

7 Per Annual Maintenance Contract for On-call Stormwater Support Pump Station O&M Services and Infrastructure Maintenance Pump Station O&M Services, November 2022 to November 2025.

8 Per *Stormwater Capital Improvement Program Master Plan, Final Report* April 2021, Table 6-7 Summary of Recommended Maintenance Improvements, prepared by West Yost Associates, based on December 2020 ENR 20 Cities CCI of 11,626, escalated to April 2023 ENR 20 Cities CCI of 13,230.

Infrastructure Replace Costs

Table 6 below shows the estimated costs for infrastructure replacement. Existing infrastructure was estimated from data extracted from the City's OpenData GIS within SWU 1 boundary. These costs are estimated yearly, based on assumed design life or frequency of replacement of the infrastructure, approximately \$2,095,220.55 annually.

TABLE 6 ESTIMATED INFRASTRUCTURE REPLACEMENT COSTS

Infrastructure Item	Estimated Quantity	Unit	Frequency	Cost (\$/unit) ¹	Total Cost/Year
48 inch manhole	3,535	EA	75 years	\$ 4,985.16	\$ 234,967.13
60 inch manhole	47	EA	75 years	\$ 7,325.13	\$ 4,590.42
72 inch manhole	12	EA	75 years	\$ 9,665.10	\$ 1,546.42
84 inch manhole	5	EA	75 years	\$ 12,005.08	\$ 800.34
96 inch manhole	6	EA	75 years	\$ 15,158.95	\$ 1,212.72
Inlets	5,101	EA	75 years	\$ 3,509.96	\$ 238,723.98
Erosion Control Rip Rap (7 outfalls)	2,000	TON	25 years	\$ 76.30	\$ 6,104.28
Misc. Concrete (outfall structures)	5	EA	100 years	\$ 7,500.00	\$ 375.00
Misc. Concrete (culverts)	5	EA	100 years	\$ 7,500.00	\$ 375.00
Misc. Concrete	2,000	CY	100 years	\$ 1,424.33	\$ 28,486.62
10" mains	85,170	EA	100 years	\$ 102.42	\$ 87,228.77
12" mains	181,202	EA	100 years	\$ 111.91	\$ 202,786.27
15" mains	90,459	EA	100 years	\$ 132.26	\$ 119,640.44
18" mains	98,246	EA	100 years	\$ 142.43	\$ 139,934.82
21" mains	38,636	EA	100 years	\$ 152.61	\$ 58,961.20
24" mains	79,982	EA	100 years	\$ 162.78	\$ 130,195.25
27" mains	19,347	EA	100 years	\$ 203.48	\$ 39,366.47
30" mains	46,767	EA	100 years	\$ 234.00	\$ 109,433.49
33" mains	2,347	EA	100 years	\$ 274.69	\$ 6,447.03
36" mains	45,867	EA	100 years	\$ 295.04	\$ 135,325.99
42" mains	25,270	EA	100 years	\$ 366.26	\$ 92,553.03
48" mains	26,845	EA	100 years	\$ 427.30	\$ 114,708.50
54" mains	19,335	EA	100 years	\$ 529.04	\$ 102,289.35
60" mains	16,848	EA	100 years	\$ 529.04	\$ 89,132.19
66" mains	7,752	EA	100 years	\$ 529.04	\$ 41,010.97
72" mains	7,283	EA	100 years	\$ 595.85	\$ 43,395.76
78" mains	1,521	EA	100 years	\$ 595.85	\$ 9,062.88
84" mains	1,102	EA	100 years	\$ 595.85	\$ 6,566.27
Storm Drain Lift Stations	5	EA	75 years	\$ 750,000.00	\$ 50,000.00
Annual Infrastructure Replacement Cost Estimate for SWU 1:					\$ 2,095,220.55

1 Replacement costs based on *Rate Analysis Report (Low Impact Development Stormwater Utility Fee)*, May 2022, prepared by Harris & Associates, [Table 4 Estimated Costs](#), escalated from May2022 ENR 20 Cities of 13004 to April 2023 ENR 20 Cities CCI of 13,230, unless otherwise noted.

2 The following infrastructure has been excluded from the Maintenance and Replacement cost estimates:

- Privately owned infrastructure
- Developer owned infrastructure
- State owned infrastructure
- County owned infrastructure
- Segments less than 10-inches in diameter
- Segments with no diameter provided

3 SDMHs with no size provided are assumed to be 48-in SDMHs

Total Costs

An annual County administration fee of \$0.30 per parcel is included in the program. An operating reserve equal to 10% of Operation and Maintenance costs is included, to provide the City with the means to address unexpected events and large unbudgeted expenses. The total costs, including annual administration fees and operating reserve are presented in Table 7 below.

TABLE 7 ESTIMATED TOTAL COSTS

Capital Improvement Projects in SWU 1 (15-years)	\$	3,258,377.77
Annual Infrastructure Maintenance Cost Estimate for SWU 1	\$	3,237,896.51
Annual Infrastructure Replacement Cost Estimate for SWU 1	\$	2,095,220.55
Total Annual CIP/Maintenance/Replacement Cost	\$	8,591,494.84
Annual Fee Administration (\$0.30 per parcel)	\$	5,991.60
Operating Reserve (10% of Maintenance Costs)	\$	323,789.65
Estimated Total	\$	8,921,276.09

Annual Escalator

An annual escalator is included to provide the City with the means to address continuing inflation and rising costs of goods and services. The storm drain utility fee shall be adjusted annually based on the increase in the Consumer Price Index, from December to December, during the preceding year, for All Urban Consumers All Items, for the San Francisco-Oakland-San Jose areas as published by the United States Department of Labor, Bureau of Labor Statistics. Should this index become unavailable, another comparable index shall be determined by Director of Public Works and approved by the City Council. The proposed annual escalator is consistent with the annual escalator that was incorporated with the City's Enhanced SWU II fee.

7. FEE CALCULATIONS

The estimated annual costs for the proposed storm drain improvements are \$8,921,276.09 as shown in Table 7 above. Dividing that by the total number of proposed DMU's in Rancho Cordova (56,899.30), the maximum estimated annual Stormwater Utility Fee rate is **\$156.79 per DMU** for the 2024-25 fiscal year. The maximum rate will be increased each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI) from December to December, during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued, as determined by the Director of Public Works).

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

Table 8 provides existing annual fee and proposed sample fee calculations for various land uses and parcel sizes.

TABLE 8 SAMPLE CALCULATIONS

Land Use Description	Total Area (Acres)	Impervious Area (Acre)	DMUs	Existing Annual Fee	Sample Annual Fee
LDR1 parcels 0.167 acres or Less	0.16	--	1.000	\$70.09	\$156.79
LDR2 parcels greater than 0.167 but less than or equal to 0.250 acres	0.22	--	1.100	\$77.10	\$172.47
LDR3 parcels greater than 0.250 but less than or equal to 0.333 acres	0.30	--	1.175	\$82.36	\$184.23
LDR4 parcels greater than 0.333 but less than or equal to 0.500 acres	0.40	--	1.250	\$87.61	\$195.99
LDR5 parcels greater than 0.500 acres	1.00	--	1.563	\$109.52	\$244.98
Medium Density Residential 10 - 18 DU/AC	5.00	3.75	43.750	\$3,066.44	\$6,859.50
High Density Residential Greater than 18 DU/AC	5.00	3.75	46.875	\$3,285.47	\$7,349.47
Office	1.00	0.75	9.375	\$657.09	\$1,469.89
Commercial	1.00	0.70	8.750	\$613.29	\$1,371.90
Industrial	1.00	0.80	10.000	\$700.90	\$1,567.89
Private Recreation	1.00	0.25	3.125	\$219.03	\$489.96
Parks/Greenbelts	2.00	0.25	6.250	\$438.06	\$979.93
Public/Quasi Public	2.00	0.25	6.250	\$438.06	\$979.93

The Preliminary Charge Roll, which is a listing of each parcel to be charged a fee and its proposed maximum fee for FY 2024-25, will be on file in the office of the CityClerk at a future date.

Appeals Process

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

1. Property owner must provide written documentation explaining the reason why the charge should be changed. This documentation must include:
 - a. The name, phone number, mailing address, and email address, if available, of the property owner.
 - b. The Assessor's Parcel Number (APN) of the property in question.
2. If additional documentation is required or insufficient documentation was submitted, a representative of the Department of Public Works (Staff) will notify the property owner in writing.
3. Once Staff has determined that sufficient documentation has been submitted, Staff will perform the initial review. Staff will notify the property owner in writing within four (4) weeks from the time sufficient documentation was submitted as to whether or not the fee amount will be changed.
 - a. If the determination is to change the fee amount, then the new fee amount will be documented within the City's fee database.
 - b. If the determination is that the fee should not be changed, the property owner can appeal Staff's decision to the Director of Public Works. The appeal must be made in writing and returned no later than four (4) weeks from the date of mailing of Staff's initial review decision. The Director of Public Works will notify the property owner in writing within four (4) weeks from the date of receipt of the appeal as to whether or not the fee amount will be changed.

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

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

Respectfully submitted:



Tamorah Bryant, PE
R.C.E No. C67205
Engineer of Work



EXHIBIT A

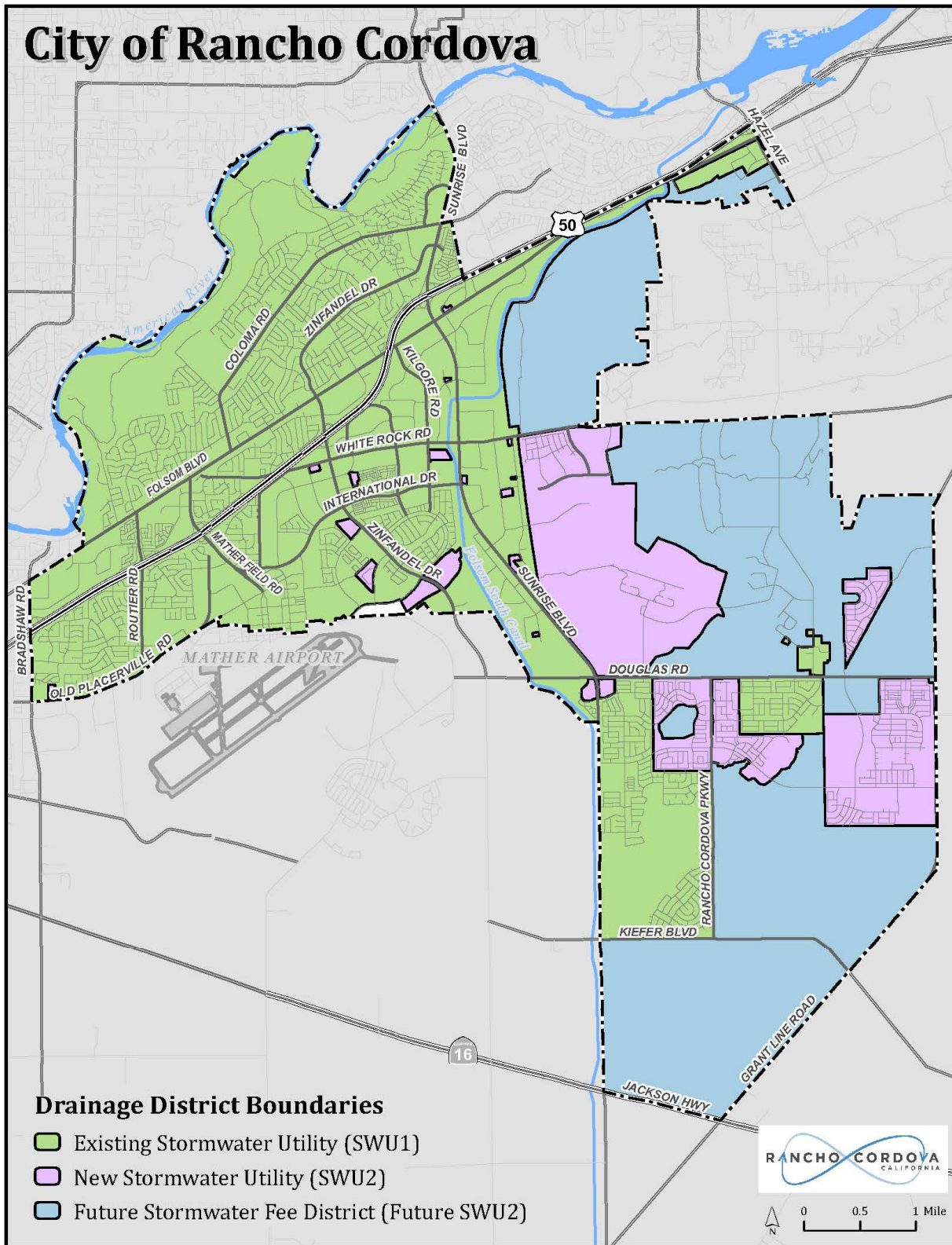


EXHIBIT B

Estimated Percent Impervious Based on Land Use

Land Use	Impervious ¹
Low Density Residential less than 0.167 acres	50%
Low Density Residential greater than 0.167 but less than or equal to 0.250 acres	40%
Low Density Residential greater than 0.250 acres but less than or equal to 0.333 acres	30%
Low Density Residential greater than 0.333 acres but less than or equal to 0.500 acres	25%
Low Density Residential greater than 0.500 acres (excluding the first 0.500 acres)	5%
Medium Density Residential	70%
High Density Residential (including Apartments and Mobile Home Parks)	75%
Condominiums	70%
Commercial Downtown Areas ²	80%
Commercial Neighborhood Areas	70%
Industrial	80%
Schools	50%
Parks	25%
Greenbelts	10%

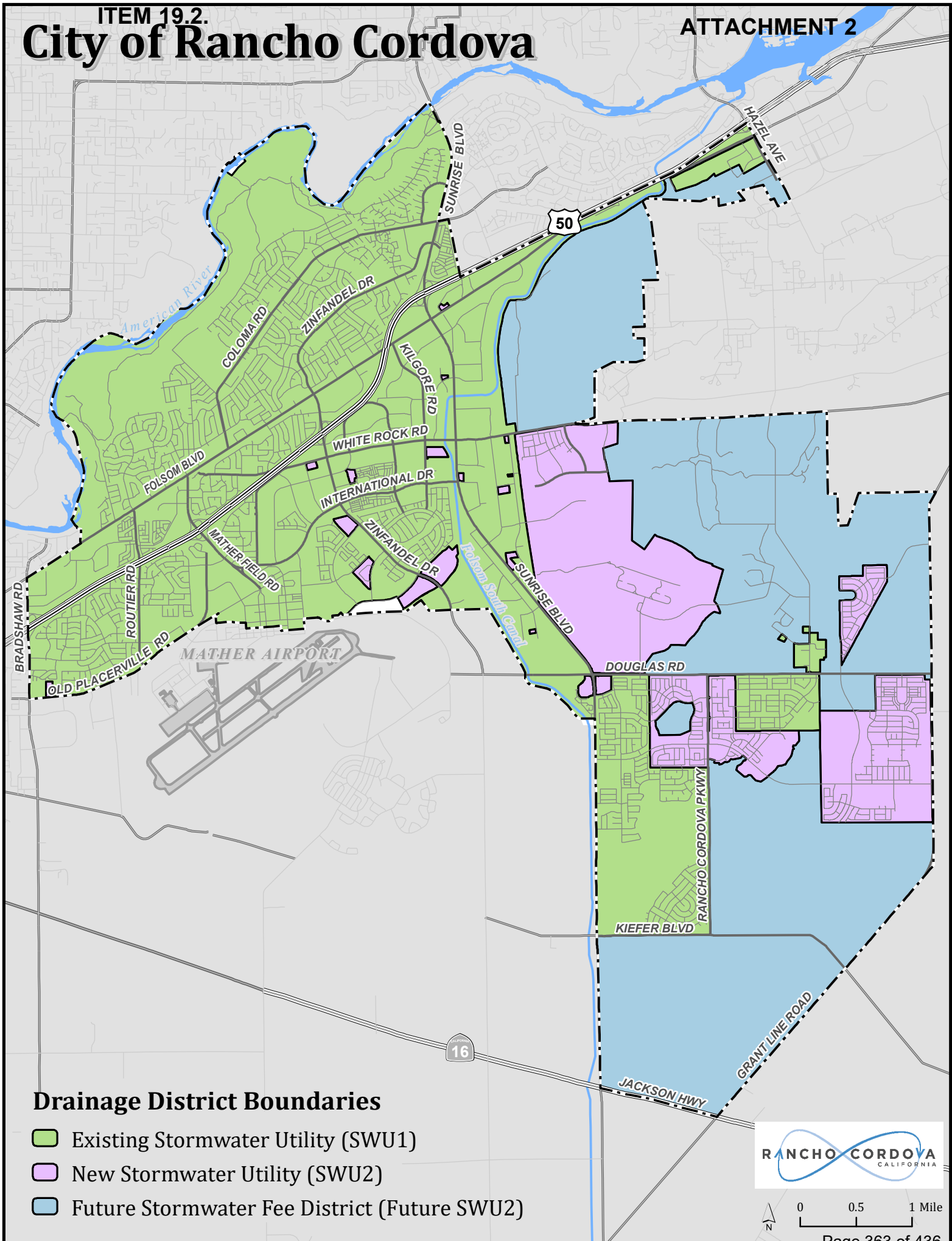
Footnotes:

¹ Estimated impervious percentages are consistent with the Rancho Cordova Rate Analysis Report (Low Impact Development Stormwater Utility Fee), May 2022, and the Rancho Cordova Storm Drainage Impact Fee Program, July 2020, with the exception of Commercial and Industrial impervious percentages, which were modified in the Impact Fee Program to account for Low Impact Development fixtures and Hydromodification Management Plan Requirements placed on new development.

² City of Rancho Cordova Municipal Code Chapter 15.

Sources:

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



ITEM 19.2.



ATTACHMENT 3



Stormwater Utility Rate Assessment

October 2, 2023

PRESENTATION OVERVIEW

Background on deferred maintenance and operation of the City's stormwater system

Direct staff to move forward with the proposed stormwater utility rate and Proposition 218 process, to increase level of service and address funding shortfall.

Next steps if the resolution is approved



COMPLETED STEPS



- Staff presented to City Council in the May 23rd budget workshop and received direction to move forward with rate assessment.
- Staff worked with Harris & Associates to develop a rate analysis report and develop recommendations for a fee increase.
- Identified \$8.9 million per year funding need. The current rate collects \$3.5-\$4 million per year, which leaves a shortfall of ~\$5 million per year.

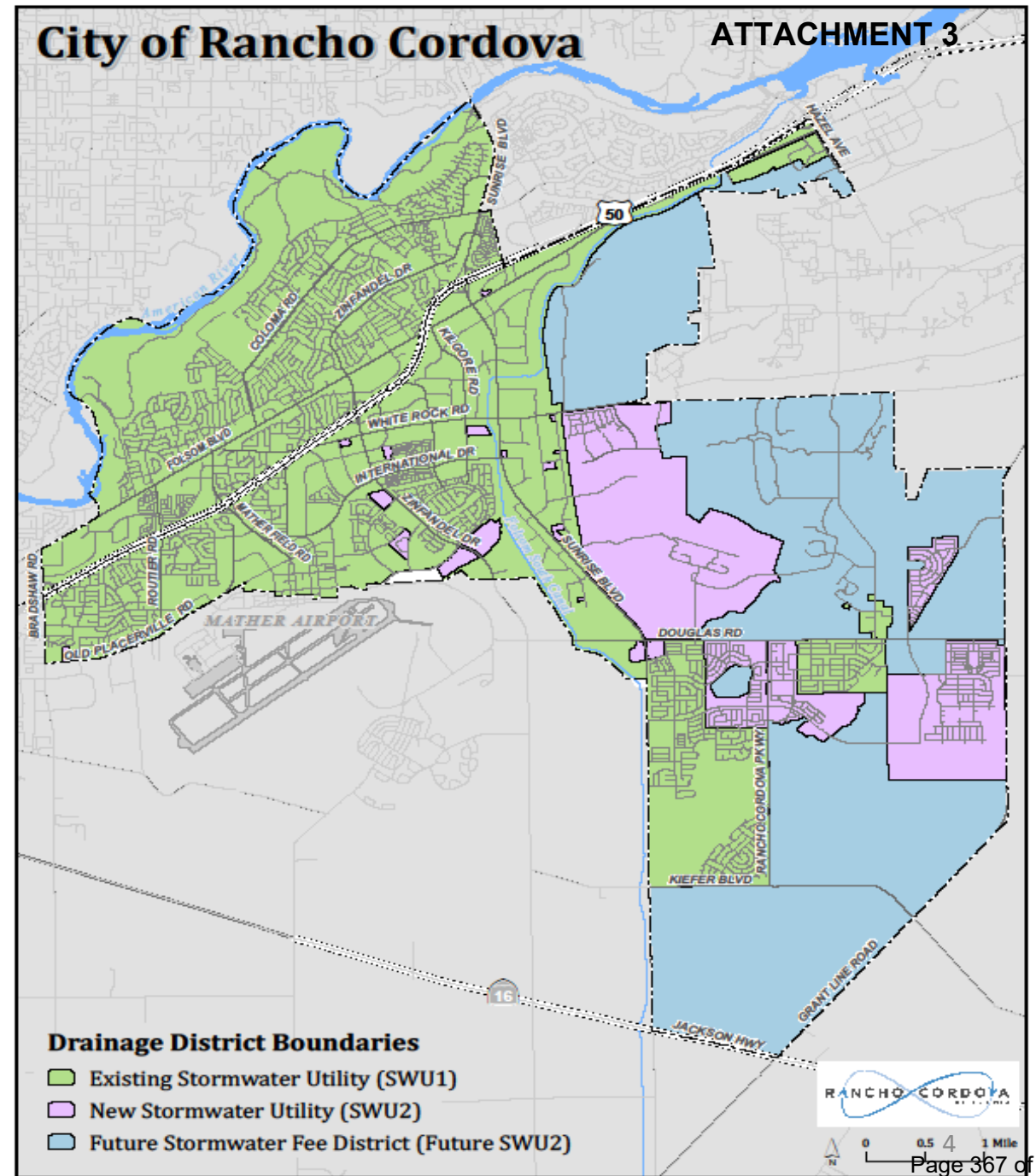
Outreach:

- Mailer to ~20,000 residents about the workshops.
- City held two public workshops. In person workshop on September 14th and a virtual workshop on September 19th.
- Slides and presentation recording posted on the website.
- Additional outreach at City pop-up events.

Background

Stormwater Utility I (SWUI)

- SWUI established in 1995 by Sacramento County.
- SWU is an enterprise fund- revenues and expenditures are segregated into a fund. Can only be used for stormwater program.
- No inflator/annual adjustment.
- MAP of SWUI & SWUII



Maintenance and Operations



Oversee the maintenance and operations of the City's stormwater assets, which include:

- 6 pump stations
- 6 regional detention basins
- 254 miles of drainage pipes
- 7740 drainage inlets
- 4370 manholes
- 70 acres of creek channels and tributaries

Other Tasks:

- Coordinate routine maintenance activities
- Coordinate emergency response activities
- Prioritize and respond to customer service requests
- Coordinate with regulatory agencies, such as the Dept of Fish & Wildlife, for all required permitting

Weed Abatement

Routine Maintenance

Pump Stations

Drainage Channels

Detention Basins

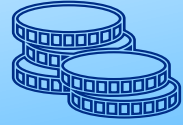
Pipes and Inlets

Customer Service
Requests

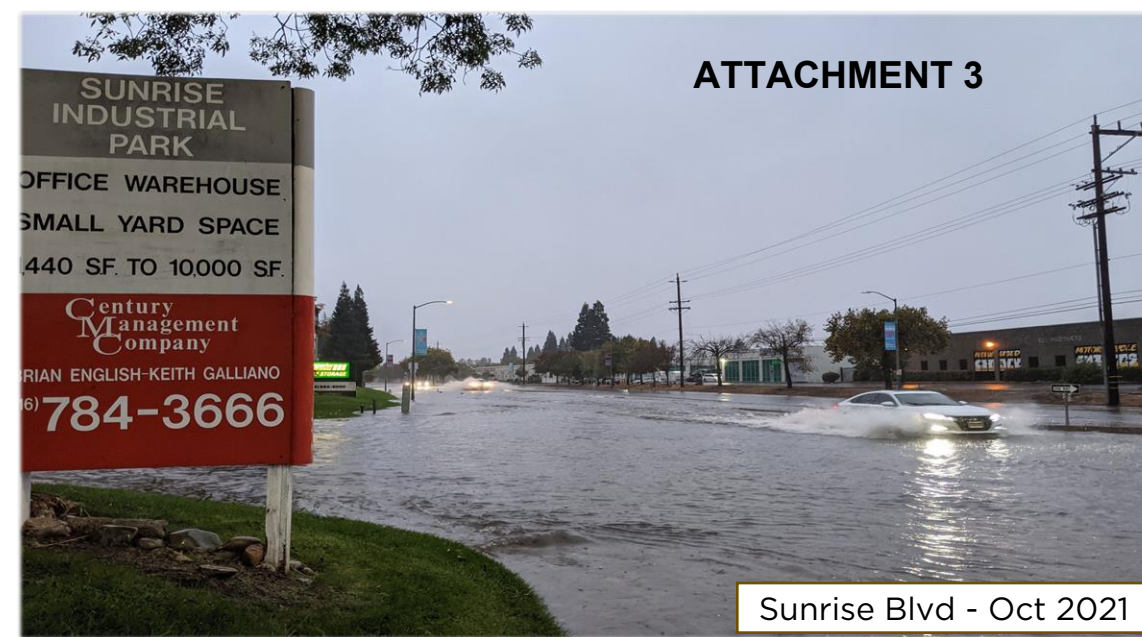
Trash Removal

Emergency Response

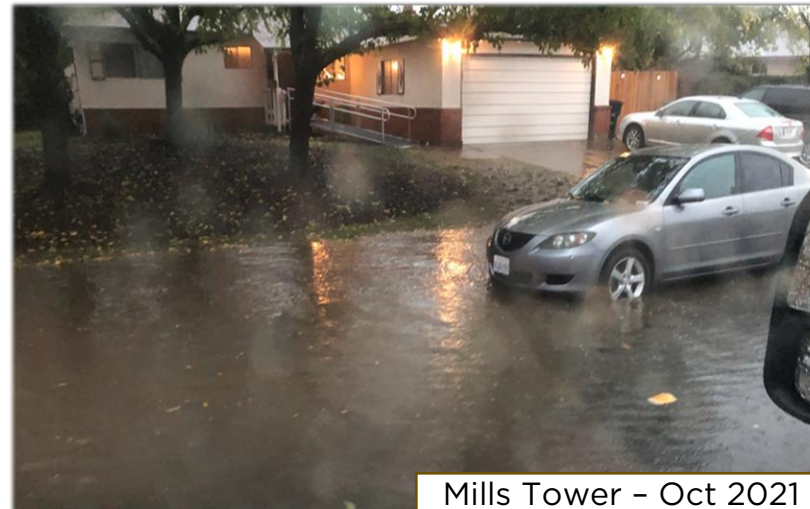
Current & Future Investments



- Over \$4M of Pump Station Equipment Improvements.
- Monier Circle flood Control Basin.
- Pump station capacity improvements: \$26M.
- Maintain, remove and replace tens of thousands of damaged pipes, inlets, and MHs: \$8.9M (est).
- Outfall repair.



Sunrise Blvd - Oct 2021



Mills Tower - Oct 2021



PURPOSE- FUNDING NEEDS



- \$50 Million in deferred improvements.
- Safety improvements:
 - Alleviate local flooding.
 - Storm Response.
- Increasing Cost:
 - Aging facilities- growing costs because of deferred maintenance and repairs.
 - Increased regulatory compliance requirements- FEMA, State Water Board.
- Meeting Community Needs:
 - Expedited response to resident complaints and community needs.
 - Need for robust outreach to community and business owners.
 - Need for capacity Improvements.
- If rate is not increased:
 - Funding gap will grow.
 - Level of service will be impacted.
 - More reactive program- challenging for multi-year planning.



RATE COMPARISON-
SINGLE FAMILY
RESIDENTIAL (SFR)



SWUI Current Rate:

- Annual: \$70.08
- Monthly: \$5.84

SWUII Current Rate:

- Annual: \$150.42
- Monthly: \$12.54

Proposed Rate

Stormwater Utility Rate	SWUI (Current)	SWUI (Current)	SWUI (Proposed)
Annual	\$70.08	\$150.42	\$156.79
Monthly	\$5.84	\$12.54	\$13.07

RATE COMPARISON – ANNUAL SFR

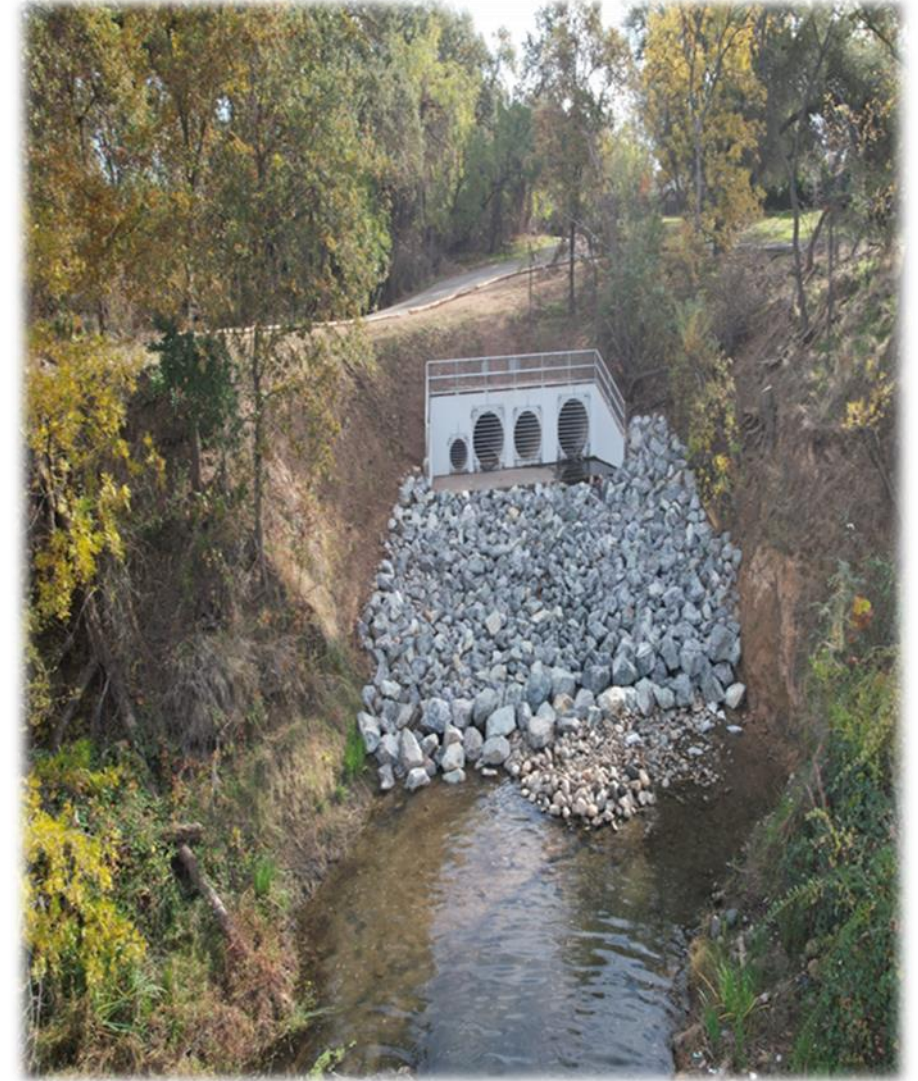


- RC SWU I Rate: \$70.08
- RC SWU I Rate (proposed): \$156.79
- RC SWU II Rate: \$150.42
- City of Citrus Heights: \$70.08
- City of Davis Rate: \$122.76
- City of Elk Grove: \$246.84
- City of Folsom: General Fund
- City of Sacramento: \$200

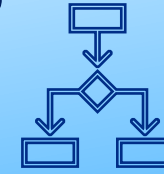
Annual Inflator



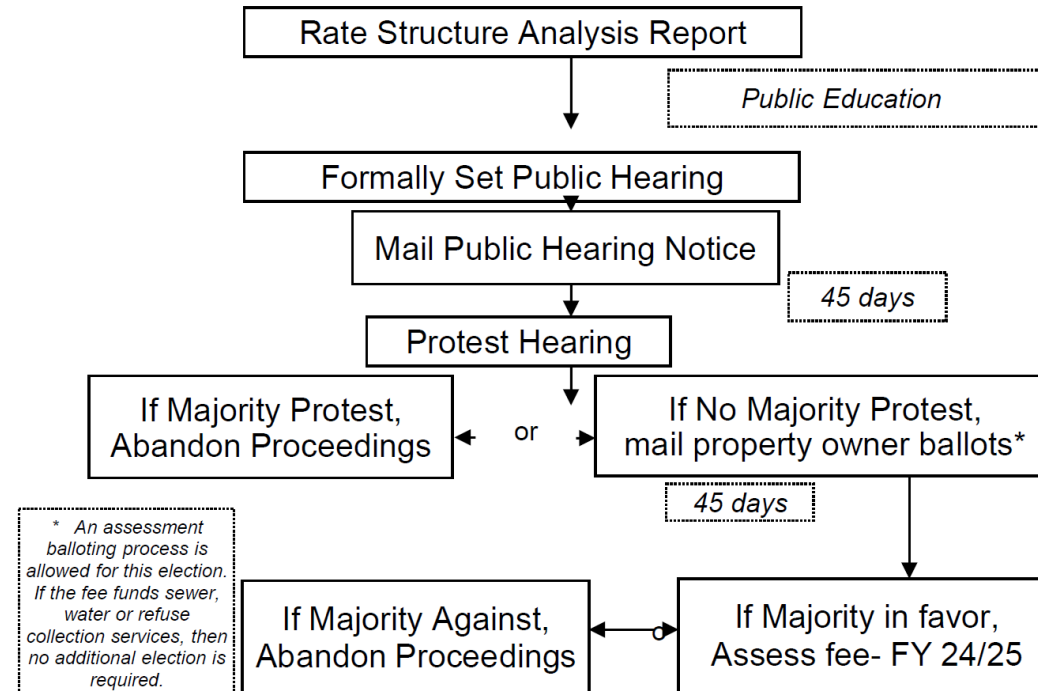
- An annual inflator is included to provide the City with the means to address continuing inflation and rising costs of goods and services.
- The storm drain utility fee shall be adjusted annually based on the increase in the Consumer Price Index for the San Francisco-Oakland-San Jose areas as published by the United States Department of Labor, Bureau of Labor Statistics.



Prop 218 Process- Stormwater

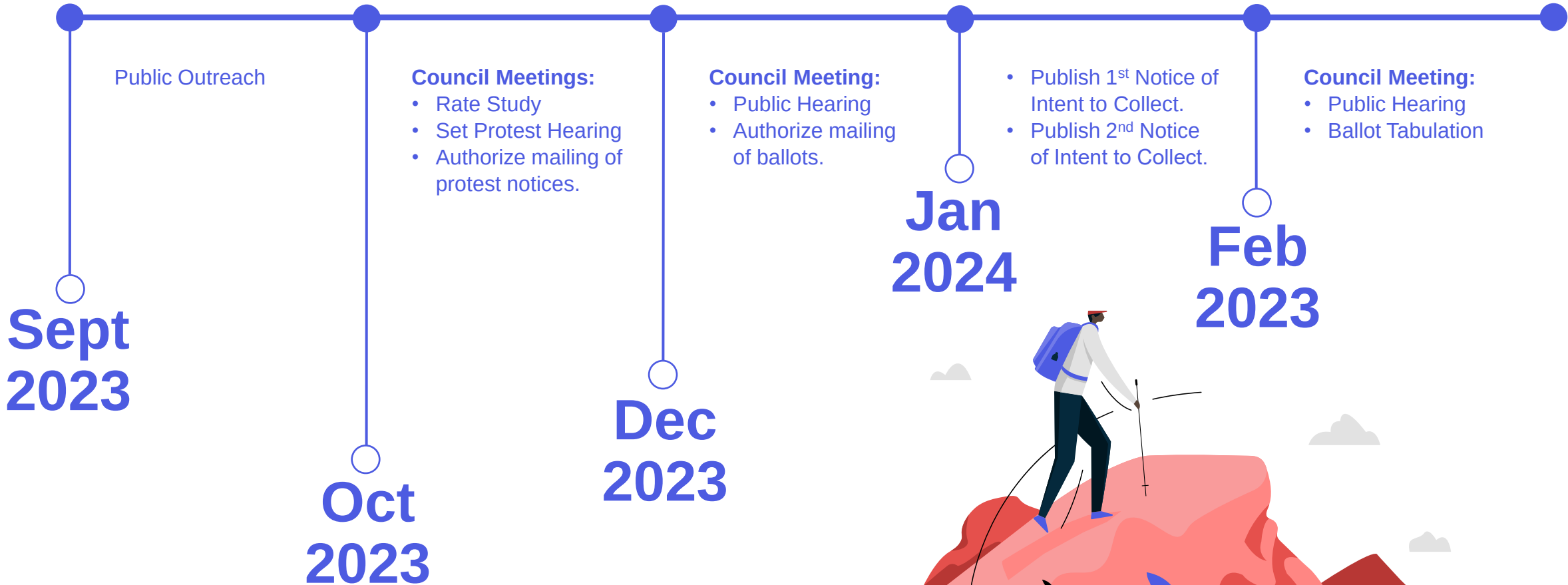


Establishment Process for a New Fee or Charge



STORMWATER UTILITY RATE INCREASE

Prop 218 Process Schedule



Recommended Action



- Direct staff to move forward with the proposed stormwater utility rate and Proposition 218 process, to increase level of service and address funding shortfall.
- October 16th City Council Meeting- Consent Agenda Item:
 - Adopt a Resolution designating a time and place for hearing protests in connection with the proposed Stormwater Utility 1 Fee increase- December 4th.
 - Authorize City Clerk's office to give notice of the above-described protest hearing.
- Mail protest notices to property owners.
- Protest hearing- [December 4th](#).
 - If majority protest is not received, authorize mailing of ballots.
- Mail ballots to property owners.
- Public Hearing- ballot tabulation [February 2024](#). Must receive more than 50% approval vote of those that cast ballots to pass.
- If over 50% approval is received, Apply new rate- [July 2024](#).

Stormwater Utility Rate	SWUI (Current)	SWUII (Current)	SWUI (Proposed)
Annual	\$70.08	\$150.42	\$156.79
Monthly	\$5.84	\$12.54	\$13.07

MEMORANDUM



ITEM 19.3.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Micah Runner, City Manager
SUBJECT: **PRESENTATION OF THE DRAFT LETTER TO THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION REGARDING THE TIMELINE OF THE FUTURE HIGH SCHOOL/MIDDLE SCHOOL IN RIO DEL ORO**

RECOMMENDATION

Discuss the draft letter and provide direction to staff on any edits requested or desire to appoint a subcommittee to edit or draft a letter prior to the planned Folsom Cordova Unified School District (FCUSD) Board Study Session.

RESULT OF RECOMMENDED ACTION

Staff would submit the attached letter to the FCUSD prior to the second FCUSD Board Study Session on Facilities. That FCUSD meeting is scheduled to take place on Monday, October 9, 2023.

BACKGROUND

On August 21, 2023, part one of the districtwide facilities discussion took place during the FCUSD Board Study Session. The presentation and discussion included information on the Facilities Master Plan, district educational facilities standards, funding options, as well as needs specific to each jurisdiction within the district's boundaries.

During the September 18, 2023, City Council Meeting, it was requested by the City Council to bring a draft letter to a future meeting for discussion. Attached to this item is the draft letter in response to the FCUSD Board Study Session for the City of Rancho Cordova (Attachment 2). The draft letter highlights the position of the City of Rancho Cordova regarding the planned timeline for the future secondary schools in the Rio Del Oro Specific Plan area.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact for this item.

ATTACHMENT(S)

1. Presentation of the Draft Letter
2. Draft Letter to the Folsom Cordova Unified School District
3. Folsom Cordova Unified School District Board Study Session August 21 2023 Presentation

Presentation of the Draft Letter to Folsom Cordova Unified School District

October 2, 2023



Highlights from Board Study Session on School Facilities

- Districtwide facilities discussion (part one) took place in August 2023 regarding Folsom Cordova Unified School District's (FCUSD):
 - Facilities Master Plan
 - Educational standards
 - Funding options
 - Needs specific to each jurisdiction within the district's boundaries
- School Facility Improvement District (SFID) #3 covers the new developments happening south of US Highway 50 for the City of Rancho Cordova, City of Folsom, and adjacent unincorporated areas.
- Projected growth in SFID #3 could nearly double the size of the district's student population in the next 20-30 years.
- Measure M bond for \$750 million in SFID #3 is projected to be fully exhausted in 2029.

ITEM 19.3 Timeline for School Buildout

ATTACHMENT 1

- A total of six elementary school sites, one middle school site, and one joint high school/middle school are designated in the Rio Del Oro Specific Plan (RDOSP).
- Current timeline has Rancho Cordova's next high school/middle school being built in 2034-2039 in the RDOSP area after Measure M funds are anticipated to be depleted.
 - Folsom Ranch High School is slated for buildout in 2026-2029.
 - Existing FCUSD middle schools and comprehensive high school in Rancho Cordova are all approximately 60 years old.
 - If timelines were swapped, the next high school/middle school would be in Rancho Cordova rather than Folsom.
 - FCUSD Board asked to bring back a conversation in October to discuss the possibility of building the Rio Del Oro joint high school/middle school first.
 - City Council directed staff as a future agenda item request to support building the Rio Del Oro joint high school/middle school earlier than currently planned by FCUSD.

- A draft letter is included in the packet outlining reasons for the construction of the future Mather High School/Morrison Creek Middle School to be built before another high school is built in Folsom:
 - Prevent overcrowding at Mills Middle, Mitchell Middle, and Cordova High School
 - Achieve equitable school facilities and student outcomes
 - Expand educational opportunities for students in Rancho Cordova
 - Retain Rancho Cordova students and families
 - Ensure quality facilities are built in Rancho Cordova with the taxpayer's funds
- Part two of the FCUSD facilities discussion is planned for October 9, 2023.
- If Council desires to send a letter, the attached letter or one edited/or newly drafted would need to be sent prior to the scheduled FCUSD Board Study Session.

Discussion

October 2, 2023

Folsom Cordova Unified School District Board of Education
1965 Birkmont Drive
Rancho Cordova, CA 95742

Subject: City of Rancho Cordova's Endorsement of a Joint High School/Middle School in Rio Del Oro

Dear Folsom Cordova Unified School District (FCUSD) Board Members,

On August 21, 2023, part one of the districtwide facilities discussion took place during the FCUSD Board Study Session. The presentation and discussion included information on the Facilities Master Plan, district educational facilities standards, funding options, as well as needs specific to each jurisdiction within the district's boundaries.

School Facility Improvement District (SFID) #4 includes portions of Rancho Cordova which encompasses all the existing elementary, middle, and high schools in the City of Rancho Cordova within the FCUSD. SFID #4 only covers updates and enhancements to existing Rancho Cordova schools.

As development continues south of US Highway 50 in Rancho Cordova, future school buildout is required in the next few years. SFID #3 covers the new developments happening south of US Highway 50 for the City of Rancho Cordova, City of Folsom, and adjacent unincorporated areas. Based on the FCUSD Annual Report 2021-2022, the projected growth in SFID #3 could nearly double the size of the district's student population in the next 20-30 years.

Based on the information shared during the Board Study Session, the 2007 Measure M bond for \$750 million in SFID #3 is projected to be fully exhausted in 2029. Within SFID #3, the new school facilities built to date have all occurred within the City of Folsom. The first Rancho Cordova new school planned in this area is the Rio Del Oro Elementary School #1 in the 2026-2029 timeline. The additional elementary school sites and the future Mather High School and Morrison Creek Middle School specified in the Rio Del Oro Specific Plan (RDOSP) area are all planned for buildout after 2029 when Measure M funds are anticipated to be depleted.

A total of six elementary school sites, one middle school site, and one joint high school/middle school are designated within the RDOSP. The RDOSP projections include 12,189 dwelling units and approximately 6,564 new students. It's acknowledged that FCUSD originally designed plans for Mather High School and Morrison Creek Middle School in the mid-2000's based on developer information on when subdivisions would be built. Furthermore, the combined Mather High School/Morrison Creek Middle School will be co-located on one site with shared administrative and support buildings.

The Rancho Cordova City Council supports this concept and desires that the FCUSD Board of Education designates that the combined high school/middle school will be constructed prior to Measure M funds being depleted. This could occur by swapping the timeline with the Folsom Ranch High School which is slated for buildout between 2026-2029. The taxpayers of the City of Rancho Cordova have paid local property taxes on this bond obligation and deserve to see their funds spent on construction of a new facility for a high school/middle school in Rancho Cordova. Achieving equitable school facilities for our city and expanding educational opportunities for all students in Rancho Cordova is paramount to the success of student outcomes. The quality, design, and upkeep of school facilities have a direct effect on student performance.

The existing FCUSD middle schools and comprehensive high school in Rancho Cordova are all approximately 60 years old. According to the California Department of Education dashboard, Cordova High School, the only traditional high school in Rancho Cordova, has an enrollment of 1,955. Mills Middle School has 745 students enrolled and Mitchell Middle School has enrollment of 846 students. The schools do not have the capacity to take on the students from the new development area as it is being built if construction occurs as late as 2034-2039 as is currently listed on the timeline.

The Rio Del Oro groundbreaking occurred in the Summer of 2020 with development planned in several phases starting in 2021. Without the construction of the new Mather High School/Morrison Creek Middle School, students will be required to attend overcrowded schools or transfer to schools outside of their neighborhood and potentially city of residence. The City Council of Rancho Cordova, therefore, supports that the timing of the future high school/middle school be discussed during the October 9, 2023, Board Study Session on Facilities, and that the FCUSD Board of Education considers the impact to Rancho Cordova students and families in that decision. It is our position that the construction of the high school/middle school should occur in 2026-2029 and not 2034-2039.

Sincerely,

Folsom Cordova Unified School District Board Study Session on Facilities

August 21, 2023 – Part 1

October 9, 2023 – Part 2

Presenters

Joanna Bowes, KNN Public Financing LLC

Teri Jamison, HMC Architects

Charles Health, Team CivX

Sean Martin, FCUSD Assistant Superintendent

Matt Washburn, FCUSD Chief Operation Officer

Geri Wickham, FCUSD Director of Facilities

Presentation Overview

- **Districtwide Facilities Discussion**
 - Facility Master Planning
 - District Educational Facilities Standards
 - Value Engineering and Cost Control
 - Facilities Funding
 - State Funding/Other Funding
 - Deferred Maintenance / Routine Repair Maintenance Funding
 - Bonds: Polling and Bond Process
- **SFID #4 - Rancho Cordova Sites Facility Needs**
 - Project Needs/Estimated Costs - Measure P
 - Funding Options including Bonds
- **SFID #5- Folsom Sites Facility Needs**
 - Project Needs/Estimated Costs - Measure G
 - Funding Options including Bonds
- **SFID #3 - South of Highway 50 Developments**
 - School Buildout Overview
 - Measure M
 - New High School
- **Next Steps**



DISTRICTWIDE FACILITIES DISCUSSION

- Facility Master Planning
- District Educational Facilities Standards
- Value Engineering and Cost Control
- Facilities Funding
 - State Funding/Other Funding
 - Deferred Maintenance/Routine Repair Maintenance Funding
 - Bonds: Polling and Bond Process



Facility Master Planning

- The Facilities Master Plan (FMP) is the compilation and analysis of the information needed by a school board and its community to make informed decisions about school facilities
- Should be updated at least every five to ten years
- Benefits of an FMP include:
 - Organizes an inventory and appraisal of the condition and capacity of existing school facilities and sites
 - Creates a system for considering the facility impacts of implementing educational programs
 - Establishes a program of continuous comprehensive planning and financing of school facilities
 - Collects policies on school enrollment, school site size, walking, biking, and community use of school facilities and grounds



Facility Master Planning

- State of purpose
 - Description of the planning process
 - Description of the community
 - Description of the educational program
 - Analysis of existing facilities
-
- | | |
|---------------------|---------------------------------|
| • Students | • Parks and recreation |
| • Parents | • School district staff |
| • Community members | • Business community |
| • Local government | • Community-based organizations |
-
- Phase 1 - Demographics, projections, capacities
 - Phase 2 - Assessment of facilities



District Educational Facilities Standards

	New Elementary School Educational Standards		New Middle School Educational Standards		New High School Educational Standards	
Loading Standards	FCUSD	Office of Public School Construction (OPSC) Funding Standard	FCUSD	Office of Public School Construction (OPSC) Funding Standard	FCUSD	Office of Public School Construction (OPSC) Funding Standard
	TK 24:2 K-3 24:1 4-5 34:1 SPED 13:1	TK 25:1 K-3 25:1 4-5 25:1 SPED 13:1	6-8 34:1 SPED 13:1	6-8 27:1 SPED 13:1	9-12 34:1 SPED 13:1	9-12 27:1 SPED 13:1
Teaching Stations	27 Standard Teaching Stations (plus space for four relocatables)		27 standard teaching stations 9 science classrooms 4 elective classrooms 1 physical education classroom 2 music classrooms		50 standard teaching stations 11 science classrooms 9 elective classrooms 1 physical education classroom 3 music classrooms 4 visual arts	
Student Capacity	716 Students		1,200 Students		2,100 Students	
Site Size	10 Acres		21.2 Acres		55.6 Acres	
Classroom Sizes	- 1,200 to 1,350 Sqft TK/K classrooms, inclusive of storage and restrooms - 960 Sqft classrooms for grades 1-5		- 960 Sqft classrooms for core classrooms - 1,000 to 2,000 Sqft for science, electives and music		- 960 Sqft classrooms for core classrooms - 1,000 to 2,000 Sqft for science, electives and music	
Ancillary Facilities	Administration, multipurpose, library, stage, kitchen, small group instruction areas, child care facilities and/or preschool		Administration, multipurpose, kitchen, library, gymnasium, student services, sport fields, small group instruction areas, and circulation areas		Administration, multipurpose, kitchen, library, gymnasium(s), student services, sport fields, stadium, small group instruction areas, and circulation areas	



District Educational Facilities Standards

_____ - learning environments that are easily adaptable to changing student populations, education programs and student services

_____ - student spaces developed for socialization and interaction that are diverse in activity and size to foster feelings of emotional safety, belonging and inclusion

_____ - learning environments that create opportunities for students, teachers, and the school community to develop collaboration and communication skills that are required to build relationships and thrive in a global workplace

_____ - Spaces that connect the students and engage them in the education process

_____ - flexible technology that supports anywhere, anytime learning throughout the campus

_____ - a key element in establishing learning environments that support collaboration and community by allowing a greater sense of connection

_____ - services and spaces to provide community that will allow students to feel safe and comfortable in their surroundings

_____ - safe, secure and peaceful environments for students, staff and visitors

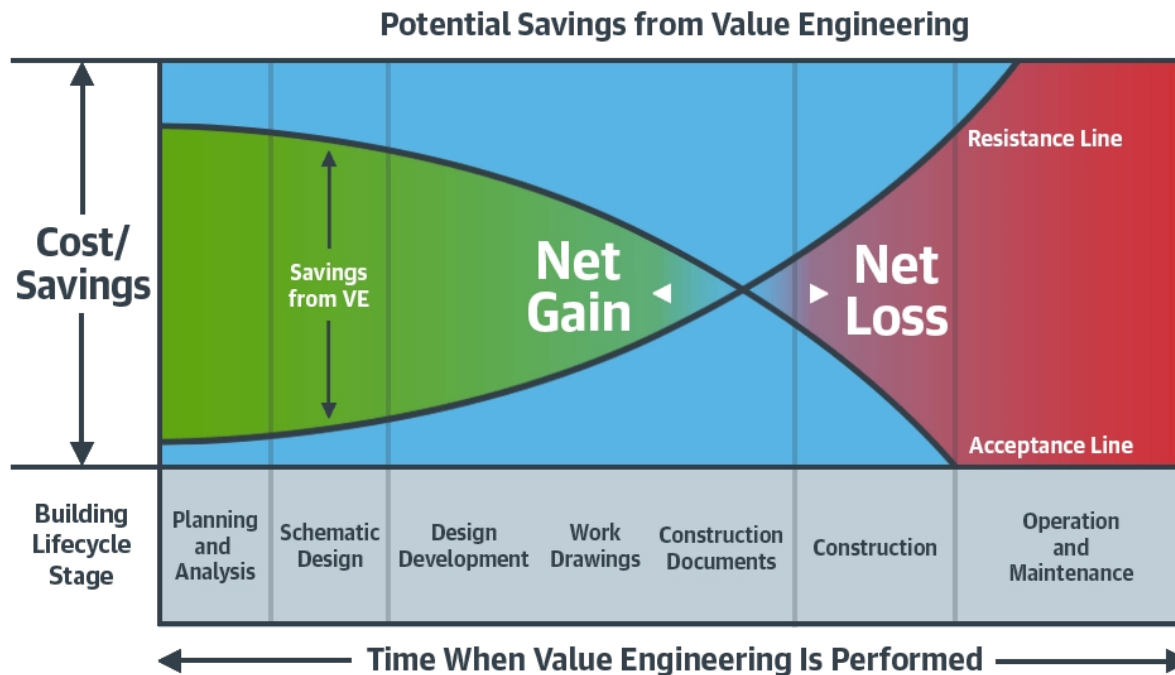


District Educational Facilities Standards



Value Engineering and Cost Control

- From the Society of American Value Engineers International a “function-oriented, systematic, team approach to provide value in a product, system, or service.



- Building System selections
- Product and Material selections
- Evaluation of Life Cycle Costs
- Capital Costs versus Operational Costs



Value Engineering and Cost Control

- Mangini Ranch to Alder Creek - **During Design - \$3.4 Million Savings**
 - All prior value engineering items completed at Mangini retained
 - Reduction of metal roof planes converted to parapets creating a uniform roof diaphragm and reducing the volume of the building
 - Replaced exterior window screens and with pre-manufactured shading fins
 - Adjusted exterior window sizes and heights for more uniformity
 - Redesigned multipurpose proscenium
 - Changed the Office ceiling to acoustical lay-in ceiling; reworked the lighting design
- Mangini Ranch to Alder Creek - **During Documents - \$800,000 Savings**
 - Remove concrete outdoor Learning Bridge and exterior stairs
 - Eliminate skylights in the multipurpose
 - Convert operable partition to fixed storefront at Media Center
 - Reduce quantity of mechanical screens
 - Remove built in casework cubbies in classrooms and use mobile furniture
- Folsom Ranch High School - **During Design - \$23.6 Million Savings by Reducing 30k Sqft**
 - Reduction to 1,800 students: the third floor was removed simplifying building structure
 - Reduced volume of the Main Entrance
 - Allowed roof plane to be continuous from Media Center through Multipurpose to Theater
 - Canted walls back to 90-degree angles
 - Reduced the parking lot for reduced capacity
 - Curved stairwell at the Gym redesigned to rectilinear



Value Engineering and Cost Control

- Post occupancy evaluation of Mangini Ranch Elementary
- Review of educational program and standards
- Study design alternatives at the elementary school that still meet program needs
- Continuous value engineering throughout project development
- Contracting partnerships early in projects
- Constructability reviews
- 3rd Party Value Engineering request for proposal (RFP) for high school



Facility Funding – State Funding/Other Funding

- New Construction - based on projected unhoused students and is funded on a per pupil grant basis. Requires a 50% match from the applicant.
- Modernization - based on number/percentage of permanent buildings at least 25 years old and relocatable buildings at least 20 years old. Funded on a per pupil grant based on the site's enrollment. Requires a 40% matching share from the applicant.
- General Obligation Bonds - ad valorem property tax.
- Developer Fees - must establish a nexus between new residential/commercial construction and the need for additional facilities due to the growth from the construction.
- Certificates of Participation (COP) - tax-exempt funds for capital facilities repaid in lease or installment payments and secured by the district's general fund.
- Mello-Roos Special Tax Bonds - voter-approved special tax secured by a lien on the land upon which the tax is levied.
- Parcel Tax - requires $\frac{2}{3}$ voter-approval and allows a specific dollar amount to be taxed per parcel.
- Proceeds from the Sale of Surplus Property.



Facility Funding – Deferred & Routine Repair Maintenance

- Ongoing and regular maintenance of school buildings including repair of plumbing, HVAC, electrical, roofing, and floor systems
- District is required to contribute a minimum of 3% of the annual general fund expenses (approximately \$9 million)
- Major repairs or replacement of facilities including flooring, paving, electrical systems, HVAC, roofing, painting, play structures, athletic facilities including pools, tracks, and stadiums, and plumbing
- The state provides no additional funding for deferred maintenance since the implementation of the Local Control Funding Formula (LCFF)
- FCUSD allocates \$1.2 million annually for deferred maintenance but half of the funding comes from the RRM funding
- The 25-year replacement analysis shows the average need is \$5.6 million



Facility Funding – Bonds: Polling and Process



- Assess the feasibility of a measure
- Determine the best election date, tax rate, project priorities
- Develop the measure and qualify for the ballot
- Tell your story to the community regarding your funding needs

Statewide Bond Measure Passage Rates	Prop 39 Bond Measure Passage Rate
November 2022 General (71/99)	72%
June 2022 Primary (16/20)	80%
November 2020 General (48/60)	80%
March 2020 Primary (43/119)	36%
November 2018 General (92/107)	86%
June 2018 Primary (33/38)	87%
November 2016 General (172/178)	97%
June 2016 Primary (41/45)	91%
November 2014 General (91/112)	81%
June 2014 Primary (32/43)	74%

Recent FCUSD Bond Measures	Amount	Yes %
SFID #4 - November 2012 Measure P	\$68m	71.5%
SFID #5 - November 2014 Measure G	\$195m	68.9%



Facility Funding – Bonds: Polling and Process

- 2024
 - March 5 – Statewide Primary Election (qualification deadline December 8, 2023)
 - November 5 – Presidential General Election (qualification deadline August 9, 2024)
- 2026
 - June 2 – Statewide Primary Election (qualification deadline March 6, 2026)
 - November 3 – Presidential General Election (qualification deadline August 7, 2026)
- Election Timing?
- Bond Amount/Tax Rate?
- Project Priorities?
- Competing Issues?



Facility Funding – Bonds: Polling and Process

• Bond Planning Timeline



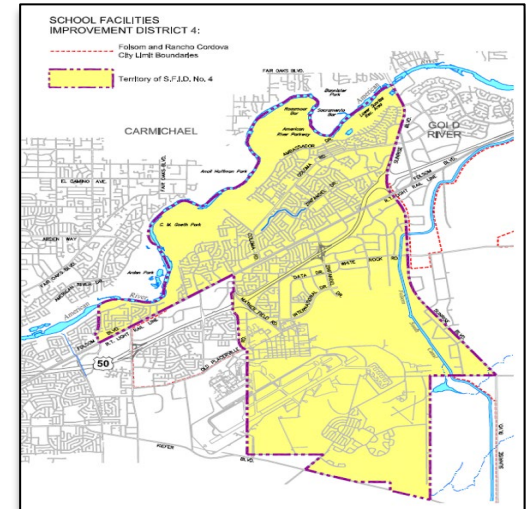


SFID #4 - Rancho Cordova Sites Facility Needs

- Project Needs/Estimated Costs - Measure P
- Funding Options including Bonds

SFID No. 4

- Formation date: June 2006
- Located in western portion of District
 - Includes portion of City of Rancho Cordova and adjacent unincorporated areas (territory west of Sunrise Boulevard)
 - Encompasses about 18.3 square miles (19.1% of total District)
- SFID 4's boundaries overlap SFID 1's boundaries
- Passed two General Obligation (GO) Bond authorizations
 - 2006 Measure N - \$125 million
 - \$60 million in remaining authorization (*Not Accessible until 2033*)*
 - 2012 Measure P - \$68 million
 - No remaining authorization
 - 5.5% year over year increase



Date	Measure	Election Type	Authorization Amount	Voter Approval	Remaining Authorization
11/7/2006	N	Prop. 39	\$125,000,000	69.2%	\$60,001,169
11/6/2012	P	Prop. 39	\$68,000,000	71.5%	-

Fiscal Year	Total Assessed Value ¹	YoY Change	Historical Tax Rate ² (per \$100,000 of AV)		
			Meas. N	Meas. P	Total
2012-13	\$4,353,859,291	-2.1%	\$72.60	-	\$72.60
2013-14	\$4,383,068,059	0.7%	\$71.50	\$59.90	\$131.40
2014-15	\$4,666,921,098	6.5%	\$78.70	\$82.30	\$161.00
2015-16	\$4,847,881,341	3.9%	\$55.30	\$38.80	\$94.10
2016-17	\$5,146,708,211	6.2%	\$73.00	\$48.90	\$121.90
2017-18	\$5,440,657,452	5.7%	\$55.80	\$45.90	\$101.70
2018-19	\$5,905,898,021	8.6%	\$60.50	\$48.80	\$109.30
2019-20	\$6,245,743,534	5.8%	\$60.50	\$46.60	\$107.10
2020-21	\$6,503,315,399	4.1%	\$60.80	\$48.40	\$109.20
2021-22	\$6,780,151,981	4.3%	\$61.40	\$48.60	\$110.00
2022-23	\$7,149,821,752	5.5%	\$66.40	\$39.70	\$106.10



SFID No. 4 Available Funding

Funding Sources / Expenditures	Amount	Balance
Funding Sources:		
Bond Funds (Measure N/P)	\$ 137,602,956	
Other District Funds (Def. Maint., Food Services, Dev Fees)	5,973,501	
State School Building Program	1,486,082	
E-Rate	1,201,338	
City of Rancho Cordova/Other Outside Sources	2,998,434	
Total Funds:		\$ 149,262,311
Expenditures and Encumbrances:		
Elementary Schools	(31,239,188)	
Middle Schools	(22,509,585)	
Cordova High School	(74,429,770)	
Alternative Ed Schools	(8,484,142)	
Technology	(9,291,406)	
Master Plan/Legal Fees/Software/Other	(2,857,397)	
Completed and Encumbered:		(148,811,488)
Remaining Available - reserved for Cordova High School stadium restrooms, site maintenance facility, gym lobby renovations, and Cordova Gardens Elementary sitework and kitchen		\$ 450,823



SFID No. 4 Needed Capital Projects

- Continued modernization upgrades to various schools, including flooring, lighting, wall covering, cabinetry, ceilings, plumbing, roofing, painting, windows, landscape, and irrigation
- Additional buildings to accommodate program growth
- New library at Cordova High School
- New administration building at Cordova High School to consolidate services
- Cordova High School stadium improvements, including new grand entrance, press box, and auxiliary facilities
- New multipurpose buildings at Peter J. Shields Elementary, Riverview Stem Academy and Cordova Lane Center
- New baseball field at Cordova High School
- Athletic facilities upgrades, including fields, lighting, scoreboards, sound systems, and tennis courts
- Additional and upgraded facilities for transitional and full-day kindergarten and special education
- Fencing of sites for safety and security
- Additional video surveillance cameras
- Technology upgrades
- Low voltage upgrades, including fire alarm, intrusion, and intercom systems
- Career Technical Education (CTE) program improvements and enhancements
- Playground equipment replacement and upgrades
- Kitchen, restroom, and multipurpose upgrades
- Shade structures
- Furniture and equipment

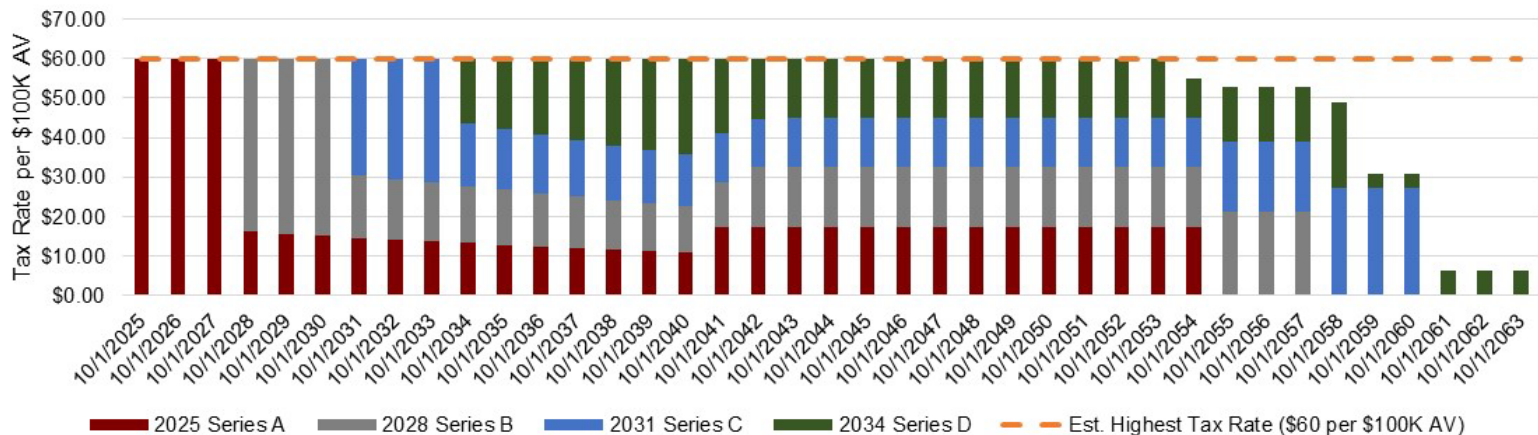


2024 Preliminary Election Sizing SFID 4

■ Election scenarios assumptions:

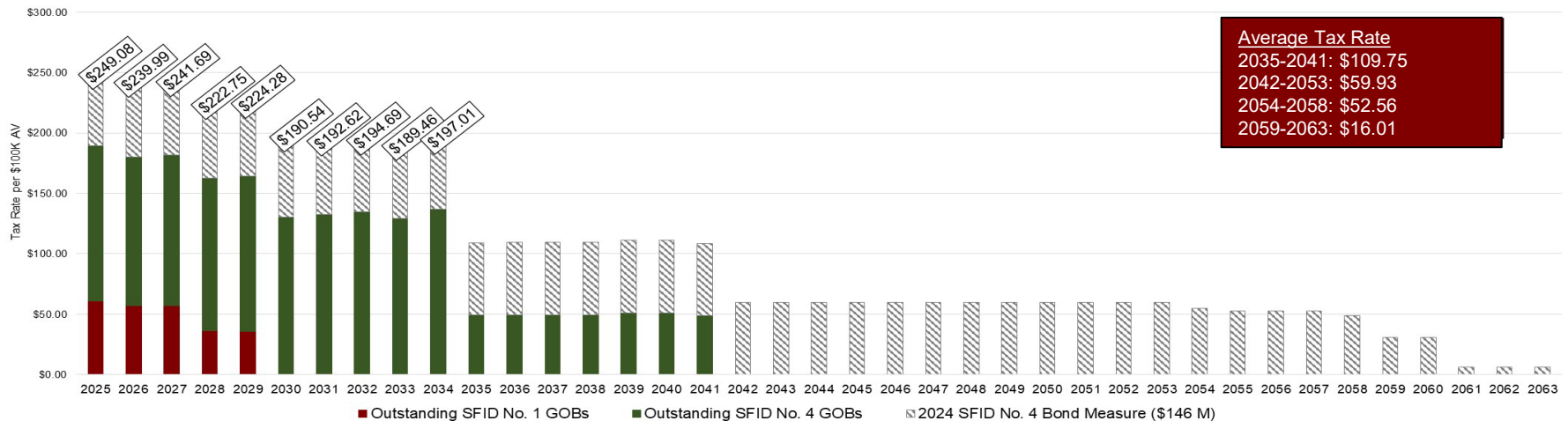
- Proposition 39 bond election
 - Assessed valuation growth rate:
 - FY 2022-2023 AV: \$7.15 billion
 - FY 2023-2024: 3.00%
 - FY 2024-2025 & beyond: 3.50%
 - 30-year term of bonds
 - Measure's final maturity: October 2063
 - Current Interest Bonds and no Capital Appreciation Bonds
 - Issuing four series set three years apart
 - Assumed borrowing rate: 5.00%
- Assumes maximum tax rate of \$60 per \$100,000 of AV

Series	FY Issued	Par Amount
A	2024-25	\$36,500,000
B	2027-28	\$36,500,000
C	2030-31	\$36,500,000
D	2033-34	\$36,500,000
Authorization Amount:		\$146,000,000
Tax Rate per \$100,000 of AV:		\$60.00



Combined Tax Rate for SFID No. 1 & No. 4

- Where multiple SFID boundaries overlap, property owners' tax levy reflect each respective SFID's debt service
 - SFID No. 4's boundaries overlap SFID No. 1's boundaries
 - SFID No. 1's boundaries also overlap SFID No. 3's boundaries
 - SFID No. 4's boundaries do not overlap SFID No. 3's boundaries
 - FY 2022-2023 combined tax rate: \$151.70 per \$100,000 of AV¹
 - FY 2022-2023 tax rate SFID No. 1: \$45.60 per \$100,000 of AV¹
 - FY 2022-2023 tax rate SFID No. 4: \$106.10 per \$100,000 of AV¹
- Chart below provides pro forma tax rate for residence within overlapping SFID 1 and 4 boundaries²



SFID No. 4 “The Facts”

- Needs in SFID No. 4 exceed available funding
- Access to over \$36 million in future state modernization funding by 2026, requires a match of district funds which currently FCUSD could not meet
- Passage of a new bond could generate as much as \$146 million in funding assuming a tax rate of \$60
- Remaining authorization of Measure N could access \$60 million, but not until 2033
- Passage of a bond in 2024 is only option available to continue to update and enhance existing Rancho Cordova schools



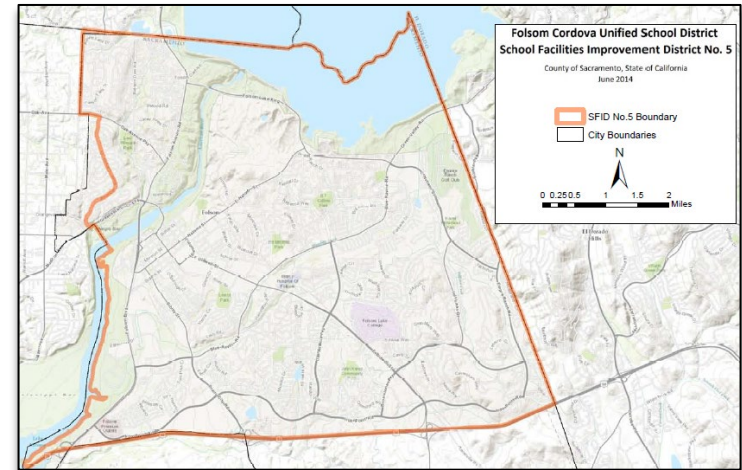


SFID #5- Folsom Sites Facility Needs

- Project Needs/Estimated Costs - Measure G
- Funding Options including Bonds

SFID No. 5

- Includes territory north of Highway 50 in City of Folsom
- Encompasses about 25 square miles (26% of total District)
- 2014 Measure G - \$195 million
 - No remaining authorization
- 4.9% year over year increase



Date	Measure	Election Type	Authorization Amount	Voter Approval	Remaining Authorization
11/4/2014	G	Prop. 39	\$195,000,000	68.9%	-

Fiscal Year	Total Assessed Value ¹	YoY Change	Historical Tax Rate ² (per \$100,000 of AV)
2012-13	\$9,644,534,879	-1.9%	-
2013-14	\$10,083,285,933	4.5%	-
2014-15	\$10,765,629,871	6.8%	-
2015-16	\$11,247,691,152	4.5%	\$56.80
2016-17	\$11,832,061,242	5.2%	\$64.10
2017-18	\$12,455,551,415	5.3%	\$7.10
2018-19	\$13,228,902,163	6.2%	\$58.30
2019-20	\$13,947,523,040	5.4%	\$54.70
2020-21	\$14,672,204,040	5.2%	\$54.30
2021-22	\$15,273,792,815	4.1%	\$54.80
2022-23	\$16,025,908,706	4.9%	\$53.00

¹Source: California Municipal Statistic, Inc.

²Source: County of Sacramento Voter-Approved Debt Rates for FY 2012-2013 thru FY 2022-2023.

³As of March 31, 2023.



SFID No. 5 Available Funding

Funding Sources / Expenditures	Amount	Balance
Funding Sources:		
Bond Funds (Measure G)	199,839,169	
Other District Funds (Def. Maint., Food Services, Dev Fees, Facilities Use)	5,070,851	
State School Building Program (includes pending receipt of \$8 M)	46,792,115	
E-Rate	1,001,910	
City of Folsom/Other Outside Sources	1,982,346	
Total Funds:		254,686,391
Expenditures and Encumbrances:		
Elementary Schools (includes Gold Ridge)	(98,063,682)	
Middle Schools (includes Folsom Middle, Sutter Middle Phase 4)	(69,666,410)	
High Schools (includes Folsom High Ph 1, 2)	(63,090,056)	
Furniture and Equipment (includes Gold Ridge, Folsom High)	(5,860,633)	
Technology (includes multipurpose upgrades)	(10,000,000)	
Master Plan/Legal Fees/Software/Other	(2,067,950)	
Completed and Encumbered		(248,748,731)
Remaining Available as matching share for state funds for Empire Oaks Elementary, Sandra J Gallardo Elementary modernization projects		5,937,660



Future SFID No. 5 Capital Projects & Funding

- Continued modernization upgrades to various schools, including flooring, lighting, wall covering, cabinetry, ceilings, plumbing, roofing, painting, windows,
 - Including Folsom High, Folsom Middle, Empire Oaks Elementary, Sandra J. Gallardo Elementary, and other Folsom Sites
- Additional buildings to accommodate program growth
- Landscape and irrigation upgrades
- Low voltage upgrades, including fire alarm, intrusion, and intercom systems
- Swimming pool upgrades and enhancement at Vista del Lago High School
- Athletic facilities upgrades, including fields, lighting, scoreboards, sound systems, and tennis courts
- Additional and upgraded facilities for transitional and full-day kindergarten and special education
- Fencing of sites for safety and security
- Additional video surveillance cameras
- Technology upgrades
- CTE program improvements and enhancements
- Playground equipment replacement and upgrades
- Kitchen, restroom, and multipurpose upgrades
- Shade structures
- Furniture and equipment



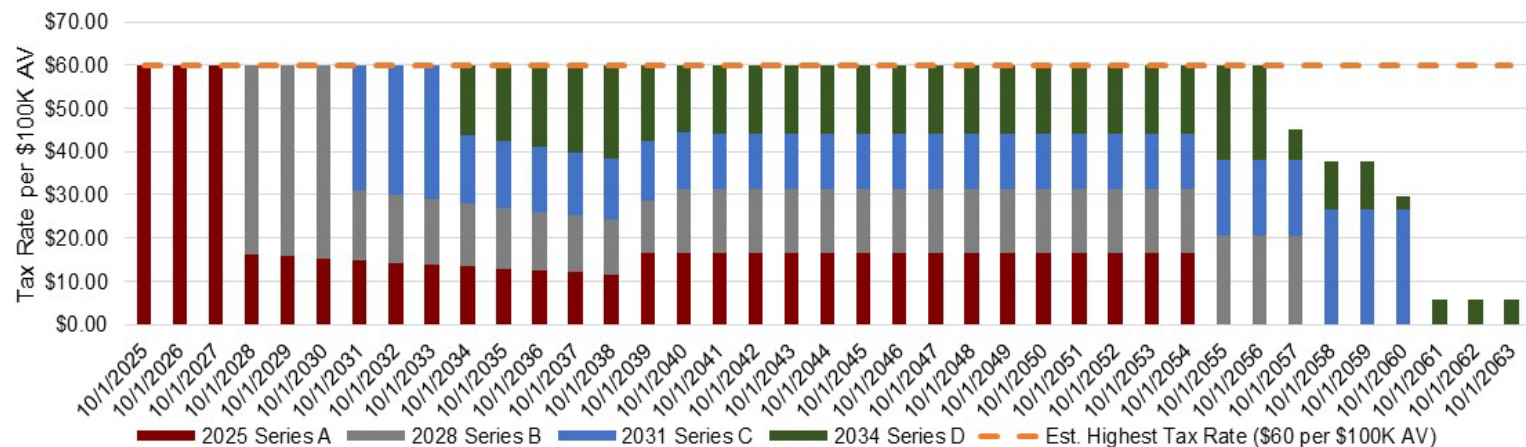
2024 Preliminary Election Sizing SFID 5

■ Election scenarios assumptions:

- Proposition 39 bond election
- Assessed valuation growth rate:
 - FY 2022-2023 AV: \$16.03 billion
 - FY 2023-2024: 3.00%
 - FY 2024-2025 & beyond: 3.50%
- 30-year term of bonds
 - Measure's final maturity: October 2063
- Current Interest Bonds and no Capital Appreciation Bonds
- Issuing four series set three years apart
- Assumed borrowing rate: 5.00%

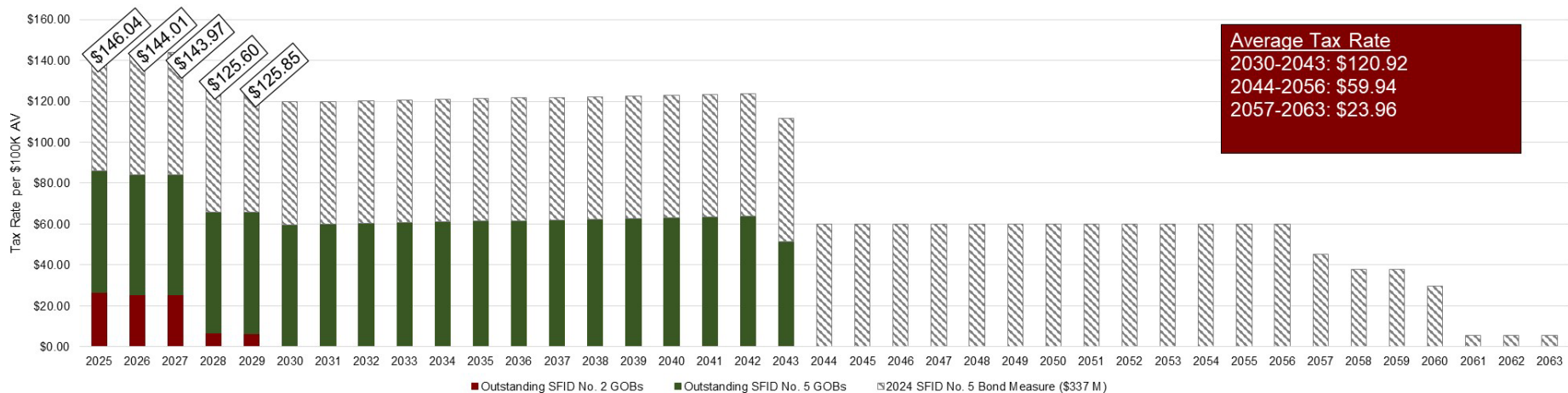
■ Assumes maximum tax rate of \$60 per \$100,000 of AV

Series	FY Issued	Par Amount
A	2024-25	\$83,000,000
B	2027-28	\$83,000,000
C	2030-31	\$83,000,000
D	2033-34	\$83,000,000
Authorization Amount:		\$332,000,000
Tax Rate per \$100,000 of AV:		\$60.00



Combined Tax Rate of SFID No. 2 & No. 5

- Where multiple SFID boundaries overlap, property owners' tax levy reflect each respective SFID's debt service
 - SFID No. 5's boundaries overlap SFID No. 2's boundaries
 - SFID No. 2's boundaries also overlap SFID No. 3's boundaries
 - SFID No. 5's boundaries do not overlap SFID No. 3's boundaries
 - FY 2022-2023 combined tax rate: \$74.70 per \$100,000 of AV¹
 - FY 2022-2023 tax rate SFID No. 2: \$21.70 per \$100,000 of AV¹
 - FY 2022-2023 tax rate SFID No. 5: \$53.00 per \$100,000 of AV¹
- Chart below provides pro forma tax rate for residence within overlapping SFID 2 and 5 boundaries²



SFID No. 5 “The Facts”

- Needs in SFID No. 5 exceed available funding
- Access to over \$32 million in future state modernization funding by 2026, requires a match of district funds which currently FCUSD could not meet
- Passage of a new bond could generate as much as \$332 million in funding assuming a tax rate of \$60
- Passage of a bond in 2024 or 2026 is only option available to continue to update and enhance existing Folsom schools



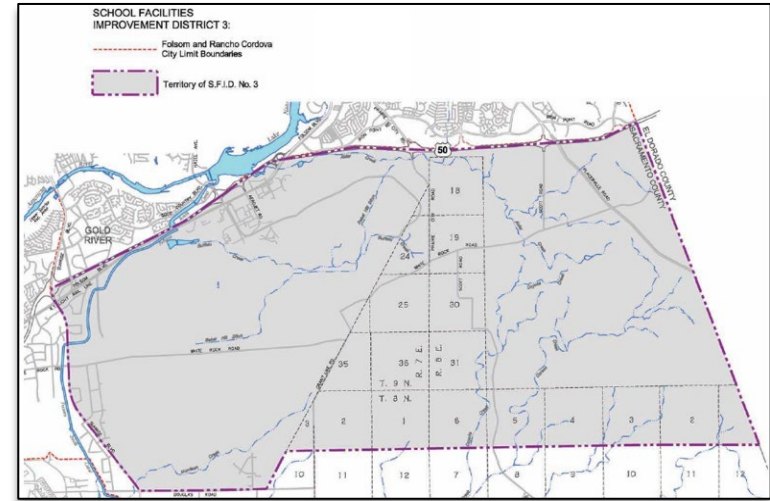


SFID #3 - South of Highway 50 Developments

- School Buildout Overview
- Measure M
- New High School

SFID No. 3

- Includes portion of City of Rancho Cordova, portion of City of Folsom, and adjacent unincorporated areas
- Encompasses about 52.6 square miles (54.8% of total District)



- 2007 Measure M - \$750 million
 - 2006 Measure M did not pass
- \$545.87 million in remaining authorization
- 25.7% year over year increase
- Accounts for 13.4% of District's total AV
- Debt will increase with additional issuances of remaining authorization
- Maturity of outstanding debt service: October 1, 2044

Date	Measure	Election Type	Authorization Amount	Voter Approval	Remaining Authorization
3/27/2007	M	Prop. 46	\$750,000,000	81.1%	\$545,866,144

Fiscal Year	Total Assessed Value ²	YoY Change	Historical Tax Rate ³ (per \$100,000 of AV)
2012-13	\$1,503,791,295	-3.2%	2012-13 \$115.50
2013-14	\$1,537,321,440	2.2%	2013-14 \$112.50
2014-15	\$1,496,042,567	-2.7%	2014-15 \$122.90
2015-16	\$1,541,703,476	3.1%	2015-16 \$112.90
2016-17	\$1,671,714,589	8.4%	2016-17 \$125.90
2017-18	\$1,703,059,167	1.9%	2017-18 \$187.80
2018-19	\$1,908,530,925	12.1%	2018-19 \$145.10
2019-20	\$2,172,008,172	13.8%	2019-20 \$136.60
2020-21	\$2,469,904,959	13.7%	2020-21 \$206.50
2021-22	\$2,863,814,202	15.9%	2021-22 \$388.10
2022-23	\$3,600,702,459	25.7%	2022-23 \$275.80

¹Source: Folsom Cordova Unified School District Annual Report 2021-2022.

²Source: California Municipal Statistic, Inc.

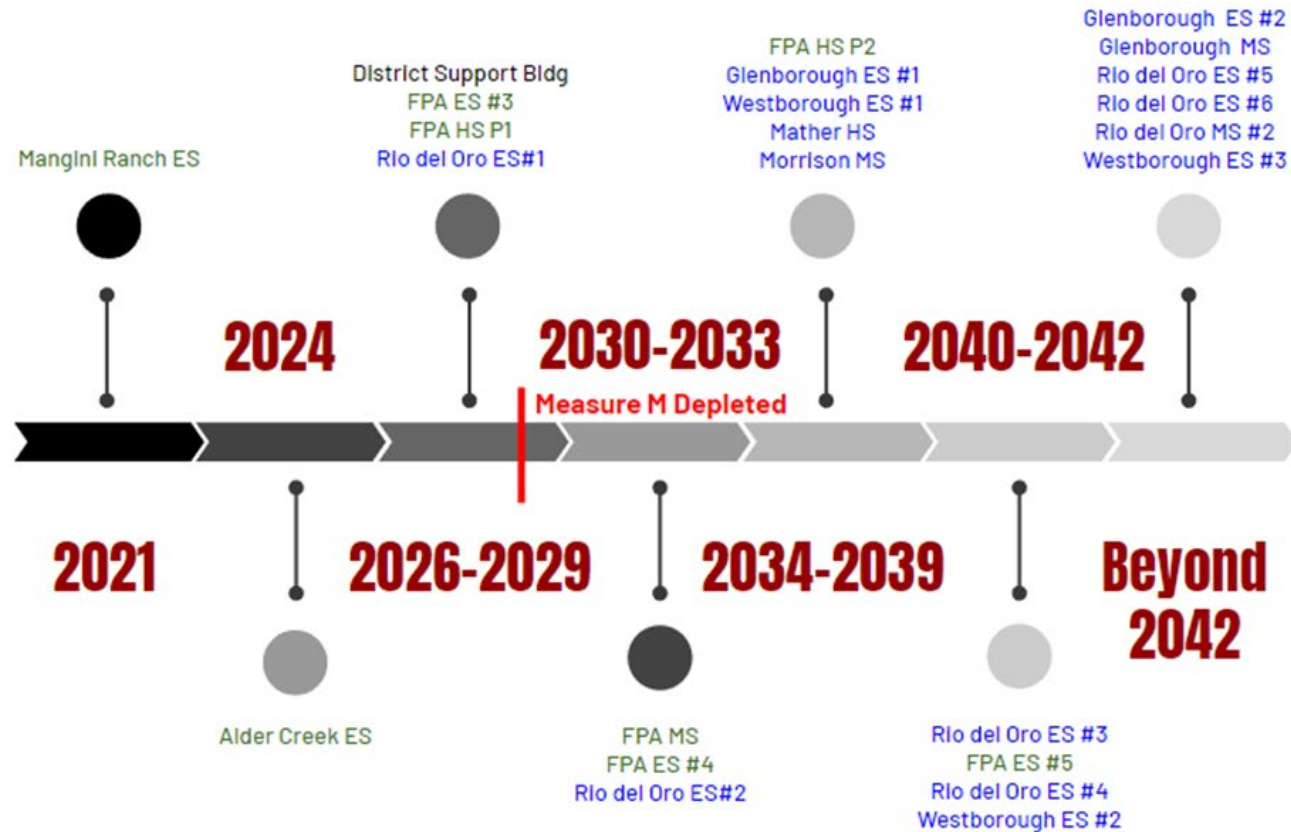
³Source: ²Source: Sacramento County Auditor-Controller Tax Accounting Reports, Voter Approved Debt Rates for FY 2012-2013 thru FY 2022-2023.

⁴As of March 31, 2023.



SFID No. 3 Buildout Timeline

New Schools Timeline



- Assumes the completion of four elementary sites, district support building, and one high school
- Assumes state facilities bond will pass in 2024 to reimburse FCUSD for Alder Creek School to build Rio del Oro ES #1

SFID No. 3 High School

- This was a combined High School and Middle School on one site with a shared administrative and support buildings

MATHER
HIGH SCHOOL

57.3 acres
2100 students
250,732 square feet



MORRISON CREEK
MIDDLE SCHOOL

17.7 acres
1200 students
98,217 square feet

348,949
combined
square feet



SFID No. 3 High School Design

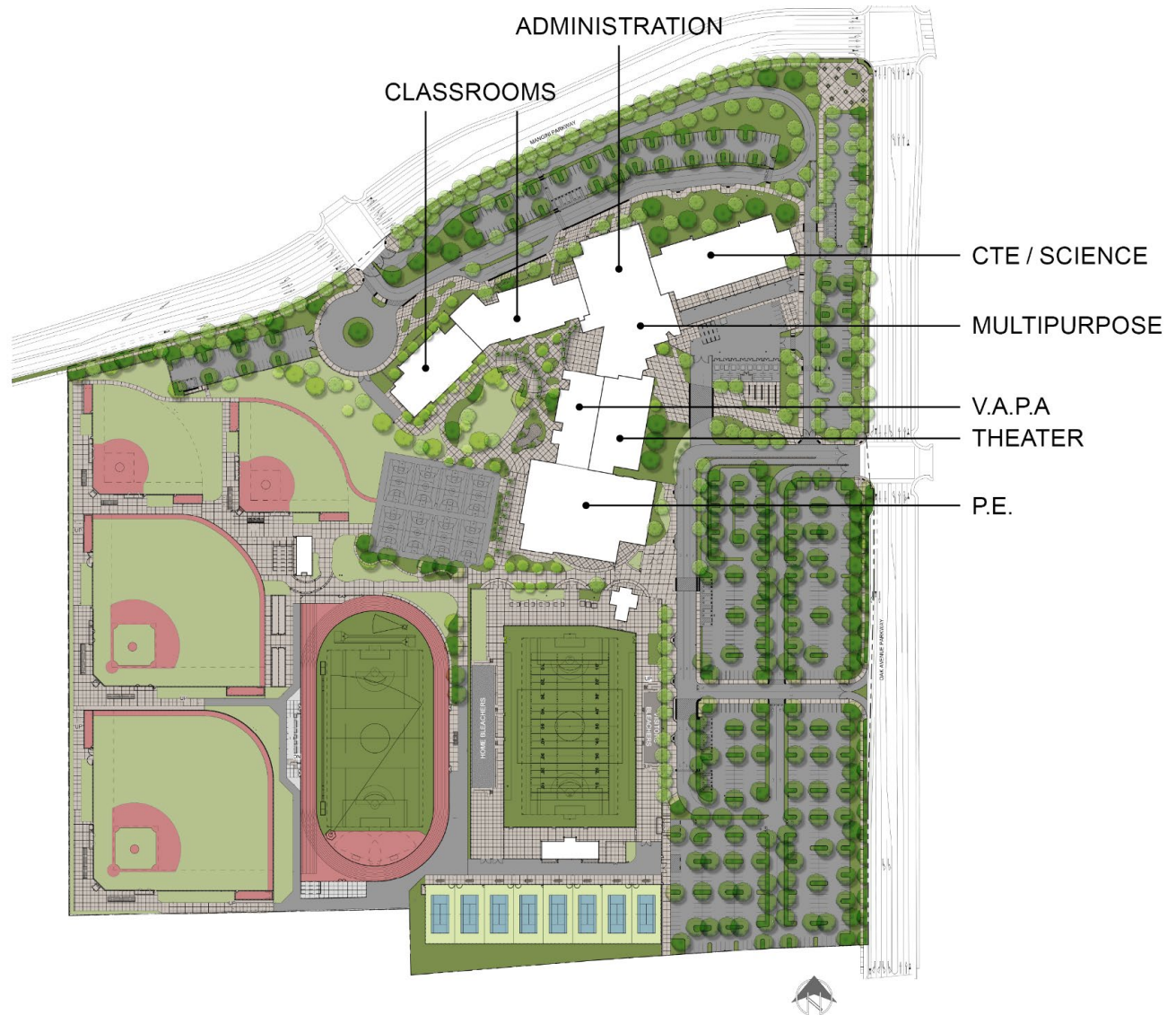
- Folsom Ranch High School



- Mather High & Morrison Creek Middle School



SFID No. 3 High School - Design



SFID No. 3 High School - Design





Next Steps

Next Steps

- Board direction to move forward on potential Bond Election for SFID #4 and SFID #5
 - Next steps would be to complete polling to determine community support and tax rate(s)
- District Staff has started process to Request for Proposals (RFP) for Architect Services and for a Master Facilities Plan
- District is working with consultant on demographics study for boundaries with Alder Creek Elementary opening in 2024-2025
- Potential need to complete RFP for Financial Advisor Services and third-party value engineering consultant for High School project
- Study Session scheduled on October 9 to continue discussions of FCUSD facilities needs



MEMORANDUM



ITEM 19.4.

DATE: October 2, 2023
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Manager
SUBJECT: **ECONOMIC DEVELOPMENT DEPARTMENT PROGRAM UPDATE**

RECOMMENDATION

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

RESULT OF RECOMMENDED ACTION

If directed to do so by the City Council, City staff would return with additional information or discussion items at a future Council meeting.

BACKGROUND

On November 3, 2020, the Rancho Cordova voters approved Measure R, a half-cent sales tax measure. The City Council held several visioning sessions in 2021 to identify the key priority areas for Measure R /Community Enhancement and Investment Fund. One key priority area was Economic Recovery/Community Response and Economic Development/ Workforce Development. Under that umbrella, the Economic Development Department identified projects/programs that reflect the Council's goals and expectations for this allocation of funding.

The identified projects/ programs include:

- Business Assistance
- Business License Fee Waivers
- Small Business Design Assistance Program
- Community Enhancements Grants with an Economic Development Focus
- RCity/ Shop Local App
- Business Retention/ Technical Assistance
- Small Business Recovery Grants
- Workforce Development

The presentation will provide an update of the identified projects and programs for the Fiscal Year 2022/23 Measure R/ Community Enhancement and Investment as well as staff recommendations for future projects and programs.

FISCAL IMPACT AND FUNDING SOURCE

ATTACHMENT(S)

1. Economic Development Department Update



1



2



Business Expansion, Retention & Assistance

- ▶ Staff aided **59** Rancho Cordova businesses and non-profits.
 - ▶ Types of Assistance: Site Visits, Issue Resolution, Expansion Planning, Site Selection, Access to Resources



- ▶ **4** Rancho Cordova Businesses utilized the Design Assistance Program
 - ▶ **\$33,000** used to offset design costs for small businesses

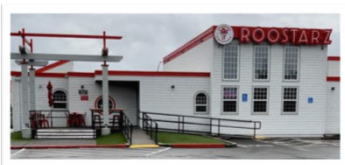


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Business Incentive Programs

- ▶ Funding Provided: **\$83,080**
- ▶ Purpose: designed to promote development of new businesses, the expansion of existing businesses that will fill vacant, existing business space and support enterprises that will hire or retain employees in the City thereby contributing to the local economic prosperity.
 - ▶ Roostarz Hot Chicken: 10750 Olson Dr: \$50,000 for restaurant equipment.
 - ▶ Oz Korean BBQ: 3343 Bradshaw Rd : \$16,500.00 for entrance façade improvements.
 - ▶ Maharab Halal Market: 10437 Folsom Blvd : \$16,580.00 for restaurant equipment.



4



Small Business Recovery

Business License Fee Waivers

1,695 business license waivers issued. Saving small and homebased businesses **\$174,585**.

Utility Assistance

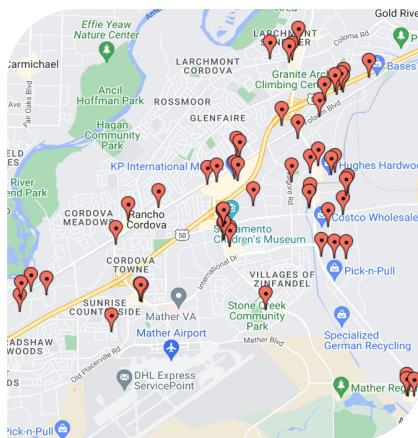
Offered financial assistance to **250** small businesses who fell into arrears on utility payments. Saving Rancho businesses **\$241,000**.



5



Recovery Grants



58 Businesses Assisted
\$1,090,000 approved funding

► Grant funds were used to offset or reimburse businesses for costs related to recovering from COVID-19:

- General business operations
- Payroll expenses
- Supplier payments
- Rent, lease or mortgage payments for the business property
- Personal Protective Equipment (PPE) and/or sanitation supplies and equipment
- Investments in software or technology that allow for a shift to online operations
- Equipment purchases that expand and/or modify operations
- Retiring high-interest debt secured to cover COVID related capital purchases (e.g., equipment) or business expenses due to the loss of revenue.



6



**Workforce
Development**

Workforce Development Grants

Worked with **4** non-profit organizations to offer workforce development to business owners and youth.
\$196,510 total awarded grant funding.

Workforce Development Training

Funded workforce development training for **215** residents in partnership with **10** training providers.
\$2,044,164 total funding allocated.



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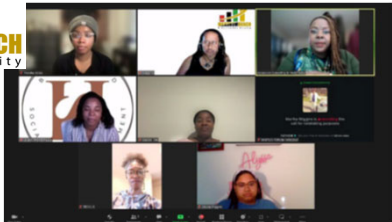
Workforce Development Grants

MaxReach - Think Like a CEO

Maxreach worked with six Rancho Cordova's non-employing business to provide training, support and funding to help them become employer business. Through workshops and hands-on experiences, participants are empowered to make the shift from being self-employed to being employers.

Studio T - Side Hustle Academy

Studio T matched youth with local small businesses in order to train both on branding, marketing, social media engagement, and much more. 7 Rancho businesses received 6 weeks of training and 14 pitch videos.





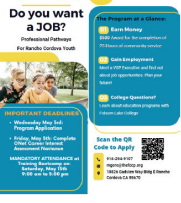

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Workforce Development Grants







FCCP Professional Pathways

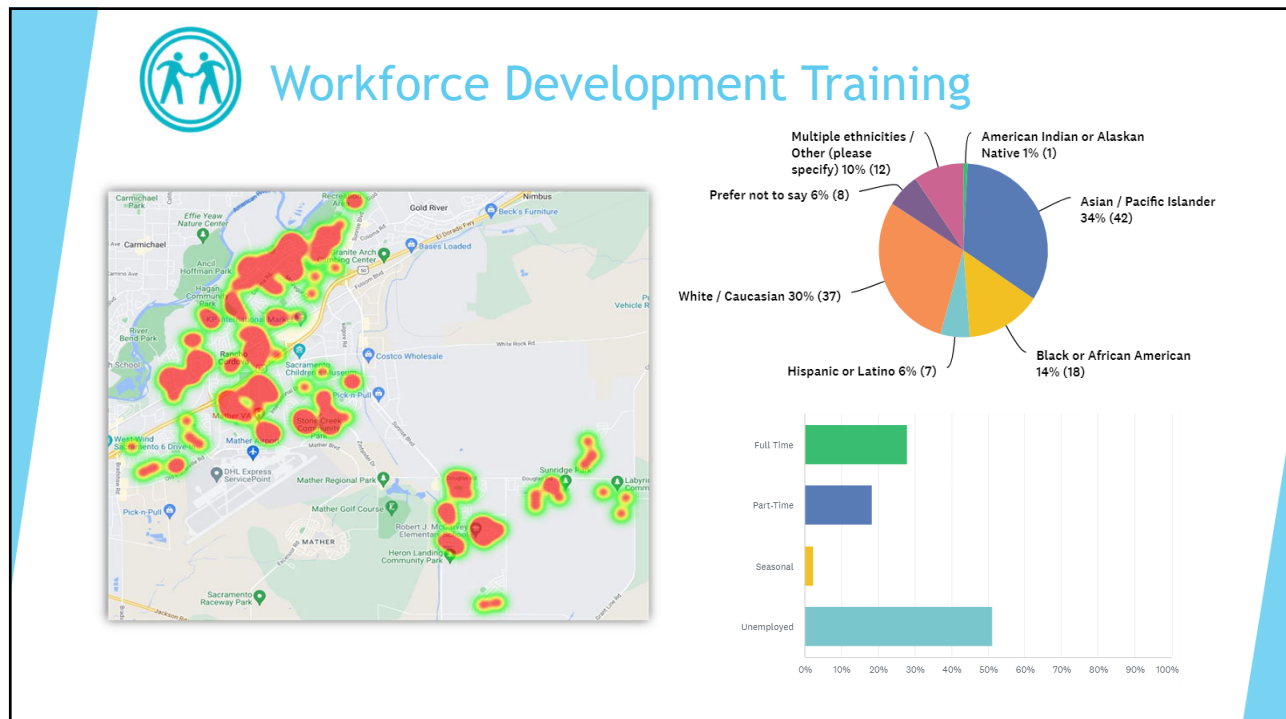
Folsom Cordova Community Partnership (FCCP) in connection with VSP, provided an 8 hour initiative for youth career readiness and life skills training. The goal was to link the youth of Rancho Cordova with avenues of achieving economic stability, primarily through employment and educational routes.

CALPAL Youth Apprenticeship Readiness Accelerator

California Police Activities League provided pre-apprenticeship construction training for 5 Rancho Cordova youth. The youth also experienced college and career preparedness at Westmont College. The first cohort has been completed and the second is currently being recruited.



9



10



Workforce Development Training

- ▶ Currently Enrolled : **165** residents in **10** training programs







- ▶ 5 programs are a cohort based model
 - ▶ Training is completed and moving into certificate obtainment and/or employment assistance







- ▶ 5 programs allow for continuous enrollment
 - ▶ Students work through training at their own pace



11



Chamber of Commerce Partnership

12



Business Retention - Shop Local App



1325 Registered Users
188 Participating Businesses
13.1X Economic Multiplier
\$128,000 in Economic Activity



13



Minority Business Assistance Recovery Kickstart



First tier Company Support / 30 Businesses

\$45,000 in stipends / Ten Sessions / Business Connections

Three Languages / Professional Facilitators (Rancho instructors)

Training topics included:

- Keys to Effective Business Planning
- Understanding & Building Business Credit
- Best Financial Practices for Managing Your Small Business
- Funding Options for Your Small Business
- Business Coaching - Session One
- Operating Within Your Jurisdiction
- Media Training: Crisis Communications
- Creating a Compelling Brand & Marketing Strategy
- Strategies for E-commerce, Web, & Social Media
- Business Coaching - Session Two

Cohort One ~

- Abbey Floors
- American Mustang Parts, LLC
- AP Energy Solutions
- Ari Tailoring
- CTUBBZ Detail
- First Response Phone Repair
- Ideas in Promotions
- Little Buddha Thai Bistro
- Nazar Development
- SWT Window Tinting

Cohort Two ~

- ARK Strategies, Inc.
- Astgik Bakhtiyaryan
- Build A Sundae, LLC
- Doniell Cummings Law
- Everlook Photography
- Gifted Hands Cleaning Services
- Julius Mobile Notary Services
- Rainbow Kidz Preschool
- Snowball Ice, LLC
- Vera Timofeyeva Childcare Home
- WellBEing Resource

Cohort Three ~

- 4 Paws 2 Freedom
- Armenian Christian & Cultural Center
- Cricreatedesign
- Heart Craft Studio
- Next Phase Financial
- Open Late Entertainment
- Quick Mobile Fitness
- WeEmbrace
- Wondr Digital



14

Economic Gardening



IDENTIFY MARKET TRENDS, POTENTIAL COMPETITORS, AND UNTAPPED RESOURCES



MAP GEOGRAPHIC AREAS FOR TARGETED MARKETING



RAISE VISIBILITY IN SEARCH ENGINE RESULTS AND INCREASE WEB TRAFFIC



TRACK WEBSITES, BLOGS, AND ONLINE COMMUNITIES TO BETTER UNDERSTAND COMPETITORS AND CUSTOMERS



MAKE INFORMED DECISIONS ON CORE STRATEGIES AND THEIR RESPECTIVE BUSINESS MODEL



LEVERAGE DATABASE AND DATA MINING RESOURCES AND GEOGRAPHIC INFORMATION SYSTEMS



Improved online presence allowing more customers to locate the company + plans to expand



Identified two new target markets, Added two new positions, & Estimates an increase in revenue of \$500,000



Assessment in progress



15

Business Needs & Workforce Development

Regional Business Education Collaborative (RBECE) expands work-based learning experiences for community college students to ensure they develop the skills needed to be valuable employees.

- ▶ Hosted 47 students at a resume writing workshop at the Chamber Business Expo
- ▶ Several dozen students visited Expo vendors who were hiring (several offers made)
- ▶ Held a virtual resume writing workshop for 20 Los Rios students
- ▶ Planning "hospitality" events with Visit Rancho Cordova
- ▶ Connected several students interested in engineering internships with City staff
- ▶ Local business Herc hosted an internship webinar
- ▶ Careers in construction - Panel w/Teichert & LB Construction - 23 students attended



"TPM is A demand-driven, employer-led approach to closing the skills gap that builds talent supply chains aligned to dynamic business needs."

Staff completed TPM training hosted by the US Chamber of Commerce.



16

Programs & Projects for FY 2023-2024

- ▶ Continue MBARK - three cohorts with one dedicated to procurement (30 local small businesses)
- ▶ Lead the development of an employer-led, data-driven strategy for business retention and workforce development
- ▶ The State of Childcare - Respond to the childcare crisis and explore employer-led options
 - ▶ Lack of affordable and availability of child care options
 - ▶ Role and responsibility of public investment & that of employers
 - ▶ Leverage technology to improve access and care



17

Future Programs and Initiatives

- ▶ Economic Development Strategic Plan
 - ▶ Office Park Study
- ▶ Business Expansion, Retention & Assistance
 - ▶ Design Assistance Program
 - ▶ Customer Relationship Management Database
- ▶ Update/ Refresh Business Incentive Programs
- ▶ Develop an Innovation Ecosystem Grant Program
- ▶ Child Care Initiative and Grant Program
- ▶ Continued Collaboration with the Chamber of Commerce
 - ▶ Workforce Development Talent Pipeline
 - ▶ MBARK Program



18



19