

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING Monday, November 18, 2024

**4:00 PM PST – Special Meeting/Closed Session
5:30 PM PST – Regular Meeting
David B. Roberts Council Chambers**

**City Hall
2729 Prospect Park Drive
Rancho Cordova, CA 95670**

**Hilton Garden Inn Secaucus/Meadowlands - Lobby
875 Route 3, East Service Road
Secaucus, NJ 07094**

How to Observe or Listen to the Meeting:

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

Public Comment

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

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranhocordova.org no later than 2:00 p.m. on Monday, November 18, 2024. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 p.m. will be distributed to the Council.

If you have questions related to the City Council Meeting, please contact the City Clerk's Office at (916) 851-8720 before Monday, November 18, 2024, at 2:00 p.m.

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

At a special meeting, members of the public 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 Sander will adjourn the meeting to closed session.

4. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

5. CLOSED SESSION

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

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

6. OPEN SESSION - REPORT FROM CLOSED SESSION

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

7. ADJOURNMENT TO REGULAR MEETING

Mayor Sander will adjourn closed session to the Regular meeting.

8. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

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

Mark Shetler with River City Christian Church will give the invocation.

12. PRESENTATIONS

- 12.1. Presentation of the Visit Rancho Cordova Annual Report by Marc Sapoznik, President & CEO, Visit Rancho Cordova.
- 12.2. Recognition of Council Member Donald Terry.
- 12.3. Mayor David Sander's Birthday on November 25, 2024.

13. PUBLIC COMMENT

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

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

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

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 November 4, 2024.
Recommendation: Adopt the minutes.
- 16.2. **Subject:** A Resolution of the City Council of the City of Rancho Cordova, Approving the Final Map for Sunridge Park III, Subdivision No. FM-24-0045, and Authorizing the Execution of Subdivision Improvement Agreement Contract No. 2024-253.
Recommendation: Adopt the Resolution.
- 16.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-251 with Kimley-Horn & Associates, Inc. in an Amount not to Exceed \$342,203 for Professional Engineering Services on the Lincoln Village Traffic Calming Project.
Recommendation: Adopt the Resolution.
- 16.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-248 with Kittelson & Associates, Inc., in an Amount not to Exceed \$115,253 for Professional Engineering Services on the Anatolia Drive Traffic Calming Project.
Recommendation: Adopt the Resolution.
- 16.5. **Subject:** A Resolution of Intention of the City Council of the City of Rancho Cordova to Annex Project Sunrise (Amazon Project) to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) and Designate a Time and Place to Hear Protests in Connection with the Annexation.
Recommendation: Adopt the Resolution of Intention to annex Project Sunrise (Amazon Project) to Community Facilities District (CFD) No. 2008-1 (Street Lighting and Road Maintenance).

- 16.6. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2021-299-06 to Increase the Contract by \$65,350 to an Amount not to Exceed \$509,118 with Wood Rodgers, Inc. for Engineering Design and Right of Way Acquisition Support Services for the White Rock Road Phase 3 - 0.5 Mile East of Rancho Cordova Parkway to the City Limits Project, CP22-2228.
Recommendation: Adopt the Resolution.
- 16.7. **Subject:** A Resolution Authorizing the City Manager to Procure Microsoft 365 G5 Licenses, Utilizing the County of Riverside Agreement, in an Amount not to Exceed \$288,702 Annually for the Next Three Years.
Recommendation: Adopt the Resolution.
- 16.8. **Subject:** A Resolution Authorizing the City Manager to Execute the Fourth Amendment to Contract No. 2021-272 with BPR Consulting Group, LLC to Update the Billing Rates.
Recommendation: Adopt the Resolution.
17. **CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE**
None.
18. **PUBLIC HEARING ITEMS**
None.
19. **REGULAR CALENDAR ITEMS**
- 19.1. **Subject:** Measure R and Measure H/Community Enhancement & Investment Fund Citizen Oversight Board Appointments.
Recommendation: Discuss, and select, by a majority vote of the full City Council, two, two-year term board members and two, one-year term at-large student appointees, to fill the combined Measure R and Measure H/Community Enhancement & Investment Fund Citizen Oversight Board.
- 19.2. **Subject:** A Resolution Approving the Three-Year Economic Development Strategic Plan.
Recommendation: Receive the Presentation and Adopt the Resolution.
- 19.3. **Subject:** A Resolution for the 180-day Wait Period Exception for Hiring Elizabeth Sparkman as a Temporary Extra-Help Employee Under Government Code Sections 7522.56 and 21224.
Recommendation: Adopt the Resolution.
20. **COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**
21. **ADJOURN TO CLOSED SESSION**
Mayor Sander will adjourn the meeting to closed session.
22. **CLOSED SESSION - CALL TO ORDER/ROLL CALL**
Council Members Linda Budge, Garrett Gatewood, Siri Pulipati, Donald Terry, and Mayor David Sander
23. **CLOSED SESSION**
Council will meet in closed session to discuss the following items:
- 23.1. **CONFERENCE WITH LABOR NEGOTIATORS:** Pursuant to Government Code Section

54957.6. Agency Designated Representatives: Mayor David Sander and City Attorney Adam U. Lindgren; Unrepresented Employee: City Manager.

- 23.2. CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor David Sander and City Manager Micah Runner; Unrepresented Employee: City Attorney.

24. OPEN SESSION - REPORT FROM CLOSED SESSION

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

25. 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

December 2, 2024	4:00 PM Special Meeting/5:30 PM Regular Meeting
December 16, 2024	5:30 PM Regular Meeting

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

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

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

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the November 18, 2024, Regular Meeting of the Rancho Cordova City Council was posted and available for review on November 14, 2024, at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed November 14, 2024, Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING
Monday, November 4, 2024

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

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

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

Council Members Absent: Garrett Gatewood

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

Steve Harriman led the pledge.

4. INVOCATION

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

5. PRESENTATIONS

- 5.1. Presentation of Proclamation to the Carlsen Center for Innovation & Entrepreneurship in Recognition of Global Entrepreneurship Week.
- 5.2. Presentation by the Rancho Cordova Rotary Club Regarding their 3rd Grade Dictionary Donation Program.

ITEM 16.1.

ATTACHMENT 1

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 4, 2024

- 5.3. New Employee Introductions: Marc Hill, Management Analyst II by Steve Harriman, Public Works Division Manager O&M, and Andrea Cunningham, Administrative Assistant I by Maria Kniestedt, Communications and Public Affairs Director

6. PUBLIC COMMENT

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

1. Sarah Alzanoon
2. Samantha Stringer
3. Rebecca Light
4. Fauziya Faruk
5. Faiza L Manzoor
6. Jessa Rego
7. Jumainah Ali
8. Diana Munoz
9. Altaf Sarker
10. Mahboba Sultana
11. Fayzah Mughal
12. Layla Stowell
13. Helen Whelan-Bashaw
14. James Garcia
15. Khondker Hasan
16. Brenda Gustin
17. Michelle Stowell
18. Antoinetta Johnson
19. Amir Ganic
20. Isa Abdur-Rahim
21. Shazma Noushin
22. Haroon Muzaffar
23. Taahir Abdur-Rahim
24. Ahmed Abdur-Rahim
25. Mourice Mrabe
26. Salwa Mrabe
27. Fayzah Mughal
28. Linae Peters
29. Antonia Marez
30. Aaron Roundtree
31. Oscar Gonzalez-Zavala
32. Afnan Mohammand
33. Kayla Neeley-Lopez
34. Mohammad Akbar Amani
35. Brenda Gustin

Mayor Sander closed the public comment period.

The City Clerk stated that the City Clerk's office received 21 emails, 20 emails were in support of a cease fire resolution and asked that their comments be added to public comment for the November 4, 2024, City Council Meeting. Those public comments were distributed to the City Council, added to the City's website, and were available in the Public Comment binder in the back of the Council Chambers.

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 4, 2024

ATTACHMENT 1

In addition, the City Clerk's office received more than 30 emails since Friday, November 1, 2024, in support of a cease fire resolution. Those emails did not say that written communication was intended for public comment.

The City Clerk also stated, the City Council and staff has also received more than 8,600 emails to not support a cease fire resolution. These emails did not say that the written comments were intended for public comment.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve items 9.1 through 9.4 by Terry second by Pulipati;
Motion passed with a 4:0 vote.

AYES: Budge, Pulipati, Terry, and Sander

NOES: None

ABSENT: Gatewood

ABSTAIN: None

9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of October 21, 2024.

Recommendation: Adopt the minutes.

9.2. **Subject:** A Resolution Approving the Biennial Review and Update to the Conflict of Interest Code for the City of Rancho Cordova Pursuant to the Political Reform Act.

Recommendation: Adopt the Resolution.

9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2024-241 with Interwest Consulting Group for a Five-Year Term in an Amount not to Exceed \$1,000,000 for On-Call Professional Engineering Services.

Recommendation: Adopt the Resolution.

9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 172-2019-2 with Salaber and Associates, Inc. to Increase the Contract Amount from \$2,850,000 to an Amount not to Exceed \$4,850,000 and Extend the Contract Term from June 30, 2025, to June 30, 2027, for On-Call Construction Inspection and Engineering Development Services.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

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

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

AYES: Budge, Pulipati, Terry, and Sander

NOES: None

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 4, 2024

ATTACHMENT 1

ABSENT: Gatewood

ABSTAIN: None

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

Recommendation: Adopt the Resolution.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

- 12.1. **Subject:** A Resolution Adopting the 2025 Rancho Cordova City Council Meeting Schedule.

Recommendation: Adopt the Resolution.

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

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

AYES: Budge, Pulipati, Terry, and Sander

NOES: None

ABSENT: Gatewood

ABSTAIN: None

- 12.2. **Subject:** Corridor Enhancement Plan.

Recommendation: Receive and file the Corridor Enhancement Plan.

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

1. Helen Whelan-Bashaw

Mayor Sander closed the public comment period.

ACTION: Input was received regarding the Corridor Enhancement Plan.

- 12.3. **Subject:** Mather Field Enhancement Project Update.

Recommendation: Receive the presentation and provide feedback.

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

ACTION: Input was received regarding the Mather Field Enhancement Project Update.

Vice Mayor Pulipati left the meeting at 7:44 p.m.

- 12.4. **Subject:** Baroque Drive Traffic Calming Update.

Recommendation: Receive the project update presentation and provide feedback on the proposed Baroque Drive Traffic Calming Project.

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

ITEM 16.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, November 4, 2024

ATTACHMENT 1

1. James Garcia

Mayor Sander closed the public comment period.

ACTION: Input was received regarding the Baroque Drive Traffic Calming Update.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURNMENT

Mayor Sander adjourned the meeting in memory of John Hidahl at 8:11 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 16.2.

DATE: November 18, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, APPROVING THE FINAL MAP FOR SUNRIDGE PARK III, SUBDIVISION NO. FM-24-0045, AND AUTHORIZING THE EXECUTION OF SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2024-253**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in the City entering into Subdivision Improvement Agreement Contract No. 2024-253, Attachment 2, with Tri Pointe Homes Holdings, Inc., guaranteeing the construction of public utilities and the recording of the final subdivision map of Sunridge Park III, Attachment 3, creating 55 residential lots and 1 landscape lot located south of Canyonlands Drive and west of Timberland Drive.

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 Tentative Subdivision Map on February 20, 2024, per Resolution No. 14-2024. A copy of the final map, Attachment 3, and a copy of the Vicinity Map, Attachment 4, are included. A road has been offered for dedication with this subdivision. Tri Pointe Homes Holdings, Inc. has provided a Performance and Labor and Material Bond guaranteeing the construction of the public improvements. Ruggeri-Jensen-Azar has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soils report requirement has been satisfied by Universal Engineering Services, dated March 4, 2024. There are no delinquent taxes against the property and the Tax Collector has so certified. The 2024/2025 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact on the City.

ATTACHMENT(S)

1. Resolution

2. Subdivision Improvement Agreement No. 2024-253
3. Final Map
4. Vicinity Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF SUNRIDGE PARK III, SUBDIVISION NO. FM- 24-0045, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT NO. 2024-253 WITH TRI POINTE HOMES HOLDINGS, INC.

WHEREAS, the City Council approved the Tentative Subdivision Map on February 20, 2024, per Resolution No.14-2024; 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 Sunridge Park III, Subdivision No. FM-24-0045 and does authorize the City Manager to execute Subdivision Improvement Agreement No. 2024-253 with Tri Pointe Homes Holdings, Inc., in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENTSUNRIDGE PARK III FINAL MAP
SUBDIVISION NO. FM-24-0045

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 Tri Pointe Homes Holdings, Inc. (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 **Sunridge Park III Final Map, FM-24-0045** 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 **\$3,799,535.00**. 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

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

Tri Pointe Homes Holdings, Inc.
A Delaware Corporation

Micah Runner, City Manager

Karina Guerrieri
Karina Guerrieri, VP of Project Management

Date: _____

Date: 10/25/24

ATTEST:

Stacy Leitner, CMC, City Clerk

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE OWNERS OF, (AND ALL RECORDHOLDERS OR SECURITY INTEREST IN), AND ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT ON THIS MAP, AND THAT EACH OF US DOES HEREBY CONSENT TO THE FILING AND/OR RECORDATION OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF RANCHO CORDOVA AS AN EASEMENT FOR PUBLIC PURPOSES:

- A. THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROAD DESIGNATED AS BLUE INDIGO CIRCLE SHOWN HEREON.
- B. 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 SHOWN HEREON.

DATED THIS 24 DAY OF October, 2024.

OWNER: TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION

BY: Karina Guerrieri, VP of Project management
NAME TITLE

OWNER'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 CALIFORNIA)
COUNTY OF Placer)

ON THIS 24th DAY OF October, 2024, BEFORE ME, Mia E. Fraser, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Karina Guerrieri, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/ SHE/ THEY EXECUTED THE SAME IN HIS/ HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS (HER)/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL,

SIGNATURE: Mia E. Fraser
PRINT NAME: Mia E. Fraser
MY COMMISSION NUMBER: 2413348
MY COMMISSION EXPIRES: August 26th 2026
PRINCIPAL COUNTY OF BUSINESS: Placer

SURVEYOR'S STATEMENT

THIS 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 TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION ON FEBRUARY 2024. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, INCLUDING THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 31, 2026, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 23 DAY OF October, 2024

Scott A. Shortlidge
SCOTT A. SHORTLIDGE, P.L.S. NO. 6441



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF 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.

DATED THIS ____ DAY OF _____, 20__.

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



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS ____ DAY OF _____, 20__.

LAND SURVEYOR, JOCELYN LIMAS
P.L.S. 9596



CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION FOR THE PURPOSE OF PUBLIC STREET RIGHT-OF-WAY:

"BLUE INDIGO CIRCLE"

THE FOLLOWING REAL PROPERTY IS DEDICATED BY TRI POINTE HOMES HOLDINGS, INC., A DELAWARE CORPORATION, TO THE CITY OF RANCHO CORDOVA AS EASEMENTS FOR PUBLIC PURPOSES: THOSE STRIPS OF LAND HEREON AND DESIGNATED AS "PUBLIC UTILITY EASEMENT" OR "PUE".

THE CITY OF RANCHO CORDOVA SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY OF RANCHO CORDOVA MAKES A DETERMINATION PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

SIGNATURE OMISSIONS

PERSUANT TO SECTION 66436(a), 3(A)(i) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF PARTIES OWNING THE FOLLOWING INTERESTS, WHICH CANNOT RIPEN INTO A FEE, HAVE BEEN OMITTED:

1. PACIFIC BELL TELEPHONE COMPANY: 20051102 O.R. 392
2. MINERAL RIGHTS IN FAVOR OF SUNRIDGE INVESTORS, LLC PER INSTRUMENT NO. 20020319-0344, OFFICIAL RECORDS OF SACRAMENTO COUNTY.
3. MINERAL RIGHTS IN FAVOR OF SUNRIDGE PARK LIMITED PARTNERSHIP PER INSTRUMENT NO. 20040322-0324, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP TITLED SUNRIDGE PARK III AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL ROADWAYS AND EASEMENTS SHOWN HEREON, SUBJECT TO COMPLETION OF THE IMPROVEMENTS THEREON.

PURSUANT TO SECTIONS 66424(G) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF THE FOLLOWING:

1. THE DRAINAGE EASEMENT OVER "LOT A" PER 348 M 1, AS CREATED BY 326 M 5.

DATED THIS ____ DAY OF _____, 20__.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS ____ DAY OF _____, 20__, AT ____ M., IN BOOK ____ OF MAPS AND PLATS, AT PAGE ____ RECORDER'S SERIES NO. ____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: \$ ____ PAID

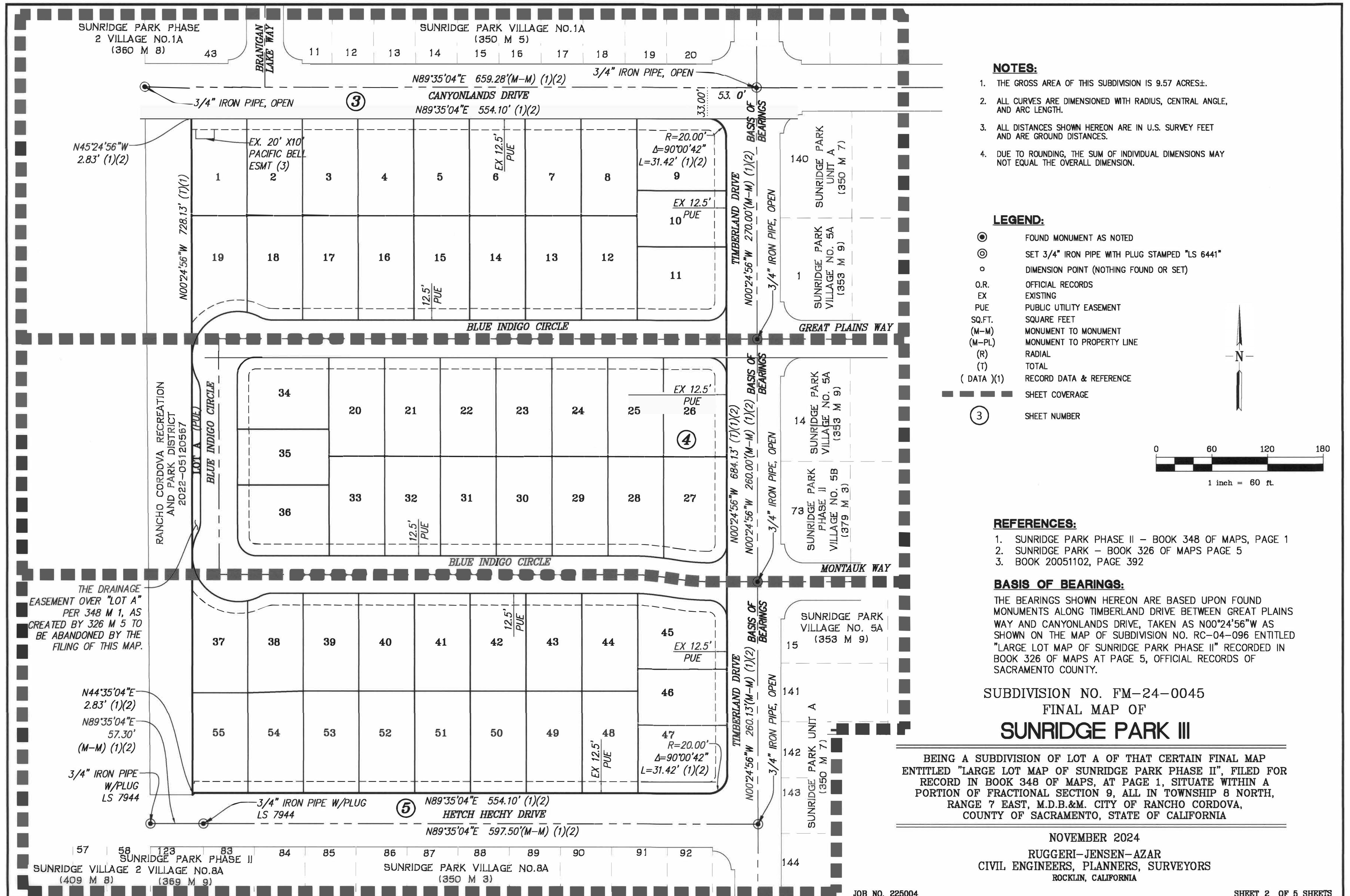
DONNA ALLRED
ASSESSOR/RECORDER/COUNTY CLERK

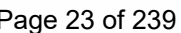
BY: DEPUTY COUNTY RECORDER

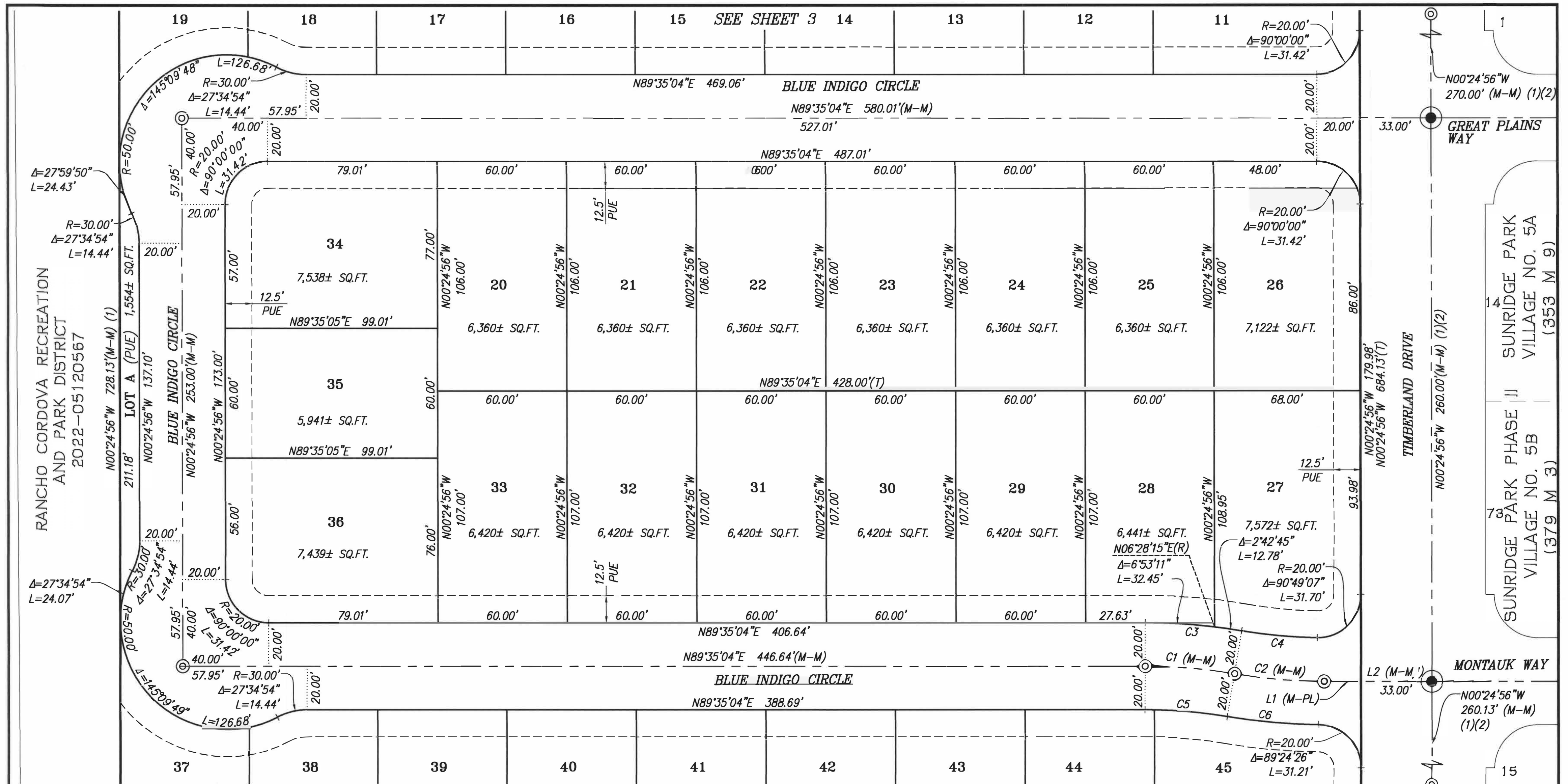
SUBDIVISION NO. FM-24-0045
FINAL MAP OF
SUNRIDGE PARK III

BEING A SUBDIVISION OF LOT A OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK PHASE II", FILED FOR RECORD IN BOOK 348 OF MAPS, AT PAGE 1, SITUATE WITHIN A PORTION OF FRACTIONAL SECTION 9, ALL IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

NOVEMBER 2024
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
ROCKLIN, CALIFORNIA







LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°35'04"E	17.00'
L2	N89°35'04"E	50.00'

CURVE TABLE			
CURVE	RADIUS	DEL TA	LENGTH
C1	250.00'	9°35'55"	41.88'
C2	250.00'	9°35'55"	41.88'
C3	270.00'	9°35'55"	45.23'
C4	230.00'	8°46'48"	35.25'
C5	230.00'	9°35'55"	38.53'
C6	270.00'	9°00'21"	42.44'



0 30 60 90

1 inch = 30 ft.

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

SUBDIVISION NO. FM-24-0045

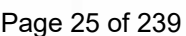
FINAL MAP OF SUNRIDGE PARK III

BEING A SUBDIVISION OF LOT A OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT MAP OF SUNRIDGE PARK PHASE II", FILED FOR RECORD IN BOOK 348 OF MAPS, AT PAGE 1, SITUATE WITHIN A PORTION OF FRACTIONAL SECTION 9, ALL IN TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.B.&M. CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

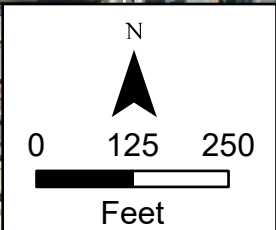
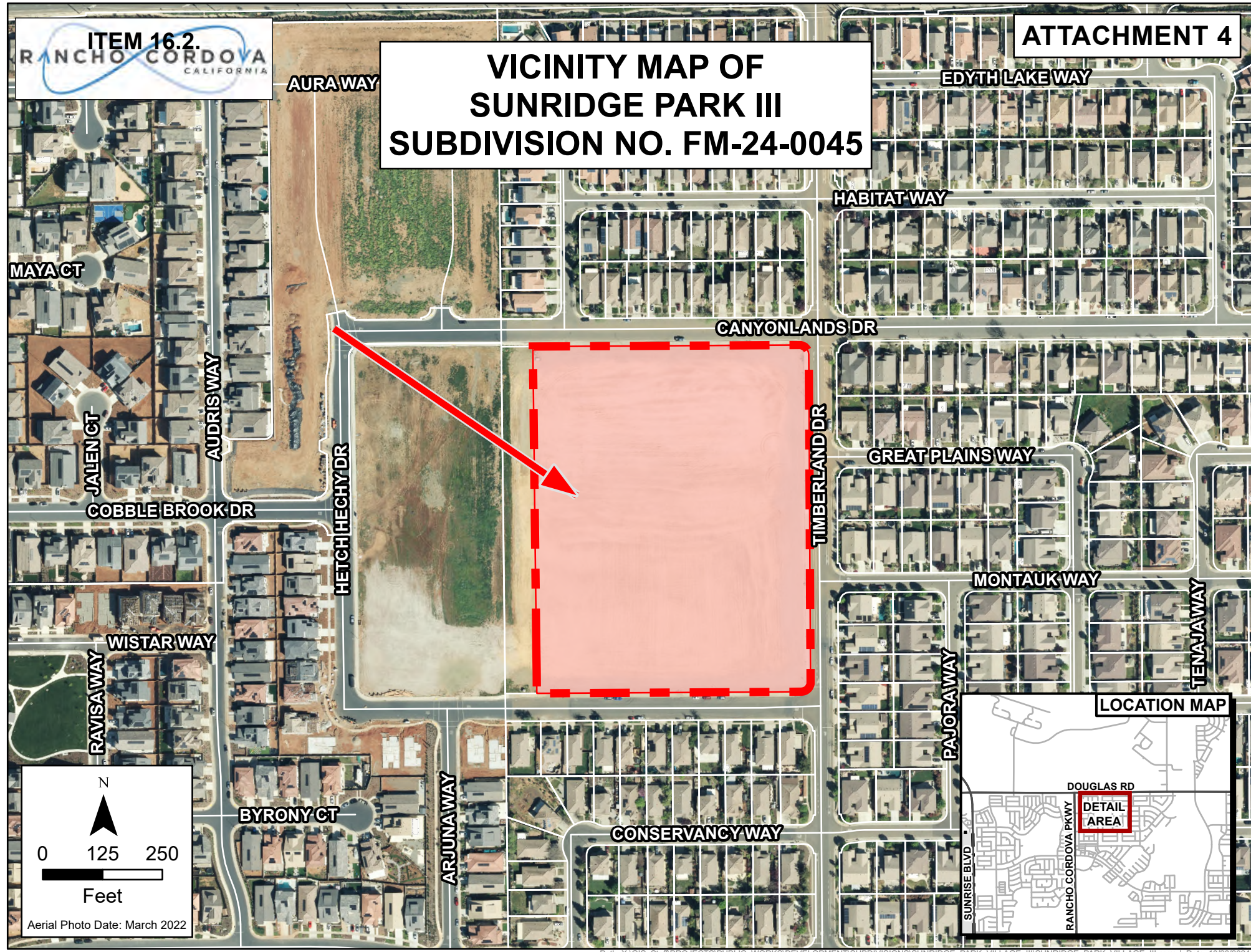
NOVEMBER 2024
RUGGERI-JENSEN-AZAR
CIVIL ENGINEERS, PLANNERS, SURVEYORS
ROCKLIN, CALIFORNIA

JOB NO. 225004

SHEET 4 OF 5 SHEETS



VICINITY MAP OF
SUNRIDGE PARK III
SUBDIVISION NO. FM-24-0045



Aerial Photo Date: March 2022

MEMORANDUM



ITEM 16.3.

DATE: November 18, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-251 WITH KIMLEY-HORN & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$342,203 FOR PROFESSIONAL ENGINEERING SERVICES ON THE LINCOLN VILLAGE TRAFFIC CALMING PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2024-251 with Kimley-Horn & Associates, Inc. in an amount not to exceed \$342,203 for Professional Engineering Services on the Lincoln Village Traffic Calming Project.

BACKGROUND

The City received several requests in Lincoln Village and Countryside for traffic calming and in 2023, the City began collecting data that would be used to develop a traffic memo entitled "Rancho Cordova Traffic Calming Study and Cut-Through Traffic Analysis." This memo analyzed 24 road segments within both the Lincoln Village and Countryside neighborhoods. The memo was finalized and posted on the City's website in August 2024.

The memo provided several recommendations for certain road segments within the neighborhoods that will serve as traffic-calming measures. The next step is to finalize the recommendations, conduct community outreach, and develop quick-build options and/or develop full designs for specific road corridors. For the design phase, City staff is recommending Kimley-Horn & Associates as our design firm that will provide quick build treatments that may include temporary speed feedback signs, all way stop control, signage/pavement markings, traffic circles, lane narrowing, bulb outs, chokers/neckdown and lateral shifts.

The project timeline is to begin design in Fall 2024 and have quick build options in Winter/Spring 2025 and construction in Summer 2025.

FISCAL IMPACT AND FUNDING SOURCE

This Lincoln Village Traffic Calming Project is not included in the City's current approved Capital Improvement Plan and/or in the 2024/25 approved budget. Staff has submitted this project as a mid-year Fiscal Year 2024-25 budget request and will be funded through Measure A Maintenance.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-251

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
NO. 2024-251 WITH KIMLEY-HORN & ASSOCIATES, INC. AN AMOUNT NOT TO EXCEED
\$342,203.00 FOR THE LINCOLN VILLAGE TRAFFIC CALMING PROJECT**

WHEREAS, the City of Rancho Cordova relies on the Neighborhood Traffic Management Program (NTMP) as the framework and guidelines for systematically selecting and prioritizing streets and neighborhood areas for treatment, selection and application of traffic-calming devices, and design of new neighborhoods to minimize the future need for traffic-calming; and

WHEREAS, staff is recommending Kimley-Horn & Associates, Inc. as the professional engineering consultant to develop the final designs for the project; and

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2024-251 with Kimley Horn & Associates, Inc. in an amount not to exceed \$342,203 for professional services; and

WHEREAS, funding for this Project is proposed to be Measure A Maintenance.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2024-251 with Kimley Horn & Associates, Inc. in an amount not to exceed \$342,203 for professional services for the Lincoln Village Traffic Calming Project in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR THE
LINCOLN VILLAGE TRAFFIC CALMING PROJECT**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and KIMLEY-HORN AND ASSOCIATES, INC. ("Professional") as of November ____, 2024.

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

- 1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2027, 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 conformance with the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed **THREE HUNDRED FORTY-TWO THOUSAND TWO HUNDRED THREE DOLLARS AND ZERO CENTS (\$342,203.00)**, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to

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

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

2.1 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 512 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

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

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

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

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

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

- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within

fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

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

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

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

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

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by

that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

Section 6. STATUS OF PROFESSIONAL.

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors

shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and

agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

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

8.4 Assignment and Subcontracting. City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

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

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

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

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any

provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Edgar Medina, P.E. ("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:

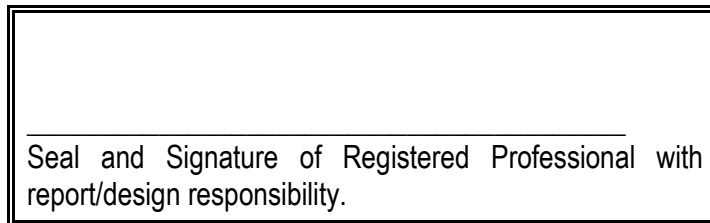
Stephen M Dillon, P.E.
Kimley-Horn and Associates, Inc.
555 Capitol Mall, Ste 300
Sacramento, CA 95814
Email Address (for Insurance Update Requests)

Stephen.Dillon@kimley-horn.com
Phone: 916-859-3633

Any written notice to City shall be sent to:

Edgar Medina
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, Ca. 95670
Email: emedina@cityofranchocordova.org
Phone: 916-851-8907

- 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

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

Matthew D. Weir, P.E. #70216

Vice President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Scope of Services

Task 1: Project Management

1.1 Project Administration

This task is comprised of project initiation, general project administration, and project accounting.

1.2 Data Collection

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City. The City shall provide all information requested by Kimley-Horn during the project including, but not limited to the following:

- Final traffic calming recommendations memorandum (prepared by others)
- Other relevant studies, as-built plans, and related documentation relevant to this Scope of Services

Kimley-Horn will complete one (1) field visit to observe existing conditions, readily apparent surface drainage and utility appurtenances, and other readily apparent features that are deemed by Kimley-Horn to be relevant to the Scope of Services.

1.3 Meetings

Kimley-Horn will participate in up to three (3) total project meetings. These meetings are anticipated to include a project kick-off meeting with the City, and up to two (2) additional in-person or virtual meetings.

Task 2: City Documentation Review

2.1 Review

Kimley-Horn will review the final traffic calming recommendations memorandum (prepared by others). We understand that extensive data collection was completed to inform the assessment and recommendations contained in this memorandum. The primary purpose of this review will be to document the various data and its trends, to understand the recommendations that have previously been made, and to form the baseline for a broader view of the communities' prevailing traffic conditions and potential opportunities for traffic calming applications.

2.2 Provide Recommendations

Based on our review of the recommendations memorandum and assessment of the various data and its trends, we will provide traffic calming recommendations that are anticipated to generally fall into the following two groups:

1. Immediate Temporary "Quick Build" Options
2. Permanent Options (integrating with 2027 pavement management projects and/or CIP)

Efforts completed in this task will be documented in technical memorandum format with graphics as deemed appropriate by Kimley-Horn. We will prepare and submit an electronic (PDF) version of the Draft Memorandum to the City. Kimley-Horn will respond to a single set of consolidated, non-conflicting comments from the City on the Draft Memorandum. We will prepare and submit an electronic (PDF) version of the Final Memorandum to the City.



Task 3: Quick-Build Treatment Implementation

3.1 Quick-Build Installation Documents

Based on the findings of Task 2, in particular the recommendations noted in Task 2.2, Kimley-Horn will prepare plans for the “quick-build” treatments identified and agreed upon by the City for immediate application. For budgeting purposes, the following recommendations are assumed to be representative of nature of the “quick-build” treatments:

- Temporary speed feedback sign
- All-way stop control
- Signage/pavement markings

Additional permanent options may be implemented on a “quick-build” basis to assess their long-term viability. No substantial design modifications to the roadway superelevation, curb, gutter, or drainage are included in this Scope of Services. These more permanent interventions are assumed to primarily consist of combined temporary speed bumps and delineators to mimic the following treatments:

- Traffic circles
- Lane narrowing/road diet
- Bulb-outs
- Choker/neckdown
- Lateral shift/chicane

Kimley-Horn will identify the approximate installation locations of the treatments. These quick-build treatment plans will be of sufficient detail that City crews can procure and install the treatments for quick application. We anticipate preparing plans for up to twelve (12) individual locations with up to 12 plan sheets. No technical specifications or opinion of probable cost are included as part of this task.

3.2 “After” Observations and City Collaboration

Following an acceptable period of these treatments being in place and used by traffic, we will collaborate with the City to identify “after” data collection needs to evaluate the effectiveness of the traffic calming measures. It is anticipated that roadway segment average daily traffic (ADT) (including average speed) will be collected at up to 24 locations throughout the study area. These locations will be identified in collaboration with the City. It is anticipated that refinements may be needed, and additional treatments may be necessary to achieve the desired outcomes. This task includes identification of up to six (6) additional individual location treatments to be prepared in a manner consistent with Task 3.1.

3.3 Public Outreach Support

In collaboration with City staff, Kimley-Horn will prepare up to three (3) exhibits for use in public outreach and information sessions. The deliverable types and levels of detail will be strictly commensurate with the authorized budget for this task. Kimley-Horn will participate in one (1) public meeting related to the project.



Task 4: Final Design (optional task pending written City authorization)

4.1 Permanent Installation Plans, Specifications, and Cost Estimate (PS&E)

Kimley-Horn will prepare a "PS&E" package for up to twelve (12) locations for installation of permanent traffic calming features. The package will include plans, specifications, and cost estimate for City review at the 65%, 95%, and 100% design level. Following the 65% and 95% submittals, Kimley-Horn will incorporate into the next submittal package one complete set of consolidated, non-conflicting comments from the City's review.

Kimley-Horn will prepare a response-to-comments matrix for City comments stemming from the 65% and 95% review submittals. It is anticipated that the 100%, Final PS&E review will be an 'over-the-shoulder' review with minimal comments. Upon verification that all outstanding comments have been addressed, Kimley-Horn will submit plans, specifications, and cost estimate signed by the engineer in responsible charge ready for public advertisement. Additional revisions to the Final PS&E package will be considered additional scope and can be performed for additional fee.

Kimley-Horn will obtain, via Lumos and Associates, design level topographic survey at up to twelve (12) locations for use in designing applicable traffic calming treatments. The design survey will capture information to include sidewalks, curbs, flowlines, gutters, lip of gutters, pavement cross slopes, striping, poles, signs and utilities. Measurements to relative and accessible sewer and storm drain structures shall be performed to include pipe size, invert, and flow direction. Mapping of all topographic information to include labeling, 1' contours and 3D digital surface in AutoCAD. Work will not be started on this task without written authorization from the City.

We have assumed that the construction contractor will be responsible for stage construction and traffic handling plans, and therefore these are not included in this scope of work.

4.2 Utility Coordination

Kimley-Horn will request from all known utility owners mapping of overhead and underground utilities (i.e., 'A' Letter). Utility-furnished mapping will be shown in the project plans. We assume the City will provide sufficient design information on the storm drain infrastructure within the Project area.

Upon completion of the 65% PS&E submittal, Kimley-Horn will coordinate with all impacted utility owners by submitting written notification (i.e., 'B' Letters). We will submit a conflict map and request a claim letter with determination of liability for who is financially responsible for the utility work. We have assumed up to four (4) total field meetings to meet with utility owner(s) to review and verify impacts to their facilities.

Our team will then prepare draft utility packages for City approval. Utility packages will consist of the following documents:

- Notice to Owner (LAPM Exhibit 14-D)
- Utility Owner Claim Letter
- Engineer's Cost Estimate for the Utility Work

Kimley-Horn will provide early and frequent communication with utility owners to ensure impacted facilities are being addressed with a relocation plan by their respective owner. Once the City and utility owners agree upon liability, Kimley-Horn will issue the final utility notifications



(i.e., 'C' Letters) in the form of the Notice to Owner (LAPM Exhibit 14-D). Each utility company shall then be responsible for relocating their facilities to meet the project schedule.

We assume that the City will coordinate with utility owners for any utility agreements which may be required. Additionally, we have assumed up to 52 hours of utility coordination for the ABC Letter process.

Exclusions

Kimley-Horn has assumed that the City will prepare and submit any required documentation to the County and/or State to comply with all guidelines of the California Environmental Quality Act (CEQA). Should the City require Kimley-Horn assistance with CEQA documents, we will provide the City a proposal for the additional scope and fee.

Kimley-Horn has assumed that all project components will be located in the public right of way and will not require any temporary or permanent legal rights to construct. As such, we have excluded from this scope of services any right of way acquisition, temporary construction permits, or permits to enter and construct on private property. Should such become necessary, we will provide the City a proposal for the additional scope and fee.

Utility design, geotechnical investigations, and potholing services are not included in this scope of work but could be provided for additional scope and fee if requested by the City.

Kimley-Horn has assumed that bidding and design services during construction is not included in this scope of services. Additionally, preparation of record drawings is not included.

EXHIBIT B

COMPENSATION SCHEDULE

		Kimley-Horn and Associates, Inc.						TOTAL HOURS	TOTAL COST
Category/Title		Sr. Professional II	Sr. Professional I	Professional	Analyst II	Analyst I	Project Support Staff		
Billing Rate		\$420	\$325	\$235	\$205	\$180	\$140		
Task 1	Project Management	14	8	16	14	0	10	62	\$ 16,510
1.1	Project Administration	10					10	20	\$ 5,600
1.2	Data Collection	2		6	10			18	\$ 4,300
1.3	Meetings	2	8	10	4			24	\$ 6,610
Task 2	City Documentation Review	4	8	24	22	8	0	66	\$ 15,870
2.1	Review	2	2	8	10	4		26	\$ 6,140
2.2	Provide Recommendations	2	6	16	12	4		40	\$ 9,730
Task 3	Quick-Build Treatment Implementation	8	28	36	32	68	0	172	\$ 39,720
3.1	Quick-Build Installation Documents	4	12	10	20	40		86	\$ 19,230
3.2	"After" Observations and City Collaboration	2	10	16	8	24		60	\$ 13,810
3.3	Public Outreach Support	2	6	10	4	4		26	\$ 6,680
Task 4	Final Design	20	83	190	608	0	0	901	\$ 204,665
4.1A	65% PS&E	5	21	64	248			338	\$ 74,805
4.1B	95% PS&E	10	32	48	216			306	\$ 70,160
4.1C	100% PS&E	5	16	40	144			205	\$ 46,220
4.2A	Utility Coordination - A Letters		3	7				10	\$ 2,620
4.2B	Utility Coordination - B Letters		8	24				32	\$ 8,240
4.2C	Utility Coordination - C Letters		3	7				10	\$ 2,620
	TOTAL HOURS	46	127	266	676	76	10	1201	
	Subtotal Labor:	\$19,320	\$41,275	\$62,510	\$138,580	\$13,680	\$1,400		\$ 276,765
	Other Direct Costs								\$ 65,438
	Office Expense								\$ 13,838
	"After" Data Collection								\$ 3,600
	Topographic Survey								\$ 48,000
	TOTAL COST:								\$ 342,203

MEMORANDUM



ITEM 16.4.

DATE: November 18, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2024-248 WITH KITTELSON & ASSOCIATES, INC., IN AN AMOUNT NOT TO EXCEED \$115,253 FOR PROFESSIONAL ENGINEERING SERVICES ON THE ANATOLIA DRIVE TRAFFIC CALMING PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2024-248 with Kittelson & Associates, Inc. in an amount not to exceed \$115,253 for Professional Engineering Services on the Anatolia Drive Traffic Calming Project.

BACKGROUND

The City received requests for traffic-calming on Anatolia Drive. Along Anatolia Drive from Herodian Drive to Justinian Drive, Kittelson & Associates, Inc. will review the corridor with staff and will develop two corridor alternatives for traffic-calming. Potential elements to include in one or both alternatives include horizontal deflection, vertical treatments like speed humps or cushions, intersection treatments like traffic-calming circles, and/or striping solutions like lane narrowing or optical speed bars. The next steps are to finalize the recommendations, conduct community outreach, and develop a full design for the corridors.

The proposed contract will also conduct an operations analysis of the Anatolia / Chrysanthy intersection under three control configurations: (1) the existing all-way stop configuration, (2) a roundabout, and (3) a traffic signal.

The project timeline is to begin design in Fall 2024 with an anticipated construction start in Summer 2025.

FISCAL IMPACT AND FUNDING SOURCE

This Anatolia Drive Traffic Calming Project is not included in the City's current approved Capital Improvement Plan and/or in the 2024/25 approved budget. Staff has submitted this project as a

mid-year Fiscal Year 2024-25 budget request and will be funded through Measure A Maintenance.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2024-248

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
NO. 2024-248 WITH KITTELSON & ASSOCIATES, INC. AN AMOUNT NOT TO EXCEED
\$115,253.00 FOR THE ANATOLIA DRIVE TRAFFIC CALMING PROJECT**

WHEREAS, the City of Rancho Cordova relies on the Neighborhood Traffic Management Program (NTMP) as the framework and guidelines for systematically selecting and prioritizing streets and neighborhood areas for treatment, selection and application of traffic-calming devices, and design of new neighborhoods to minimize the future need for traffic-calming; and

WHEREAS, staff is recommending Kittelson & Associates, Inc. as the professional engineering consultant to develop the final designs for the project; and

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 2024-248 with Kittelson & Associates, Inc. in an amount not to exceed \$115,253 for professional services; and

WHEREAS, funding for this Project is proposed to be Measure A Maintenance.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2024-248 with Kittelson & Associates, Inc. in an amount not to exceed \$115,253 for professional services for the Anatolia Drive Traffic Calming Project in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
KITTELSON & ASSOCIATES, INC. FOR THE
ANATOLIA DRIVE TRAFFIC CALMING PROJECT**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and KITTELSON & ASSOCIATES, INC. ("Professional") as of November ___, 2024.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2027, 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 FIFTEEN THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS AND ZERO CENTS (\$115,253.00)**, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to

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

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

2.1 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 512 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

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

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

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

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

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

- 2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

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

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within

fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

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

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

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

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

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by

that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

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

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

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

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

Section 6. STATUS OF PROFESSIONAL.

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors

shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and

agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

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

8.4 Assignment and Subcontracting. City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

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

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

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

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

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Professional's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that

Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

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

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

Section 10 MISCELLANEOUS PROVISIONS.

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

10.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.

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

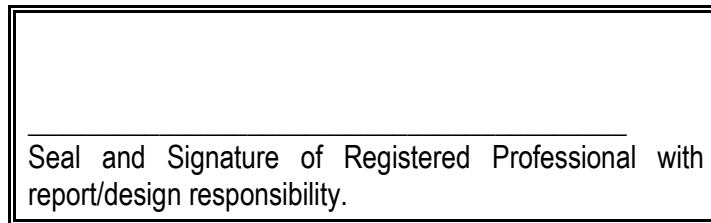
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.
- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Edgar Medina, P.E. ("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:

Mike Alston
c/o Kittelson & Associates, Inc.
2510 J Street, Ste 200
Sacramento, Ca. 95816
Email Address (for Insurance Update Requests)
malston@kittelson.com
Phone: 510-433-8076

Any written notice to City shall be sent to:

Edgar Medina
Public Works Department
2729 Prospect Park Drive
Rancho Cordova, Ca. 95670
Email: emedina@cityofranchocordova.org
Phone: 916-851-8907

- 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

Dave Mills, Executive Leader

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES

October 11, 2024

Project #: 294000.002

Drew Hart
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

RE: Rancho Cordova Anatolia Traffic Calming Scope and Fee

Dear Drew:

Attached is a proposed scope and fee for an intersection control evaluation at the Anatolia Drive / Chrysanthy Boulevard intersection and traffic calming design along Anatolia Boulevard, from Herodian Drive to Justinian Drive. This scope was developed based on our discussions with you and our familiarity with the City.

We propose to conduct the services on a time & materials basis for \$105,196 (detailed in Table 1 at the end of this proposal), with a proposed optional photosimulation task for \$10,057. A rate sheet is also attached.

This proposal (scope of work, budget, and timeline) is effective for sixty days. Future phases may be developed at a later date, if required.

Mike Alston will serve as the Project Manager and Wade Scarbrough will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this proposal at your earliest convenience. If you have any questions, please call us at 510.433.8076.

Sincerely,
Kittelison & Associates, Inc.

A handwritten signature in blue ink, appearing to read 'Mike Alston'.

Mike Alston, TE, RSP₁
Senior Engineer/Planner

A handwritten signature in blue ink, appearing to read 'Wade Scarbrough'.

Wade Scarbrough, PE
Principal Engineer

FILENAME: H:\29\29400 - RANCHO CORDOVA ROUNDABOUT REVIEW ON-CALL\002 - CORC ANATOLIA TRAFFIC CALMING AND ICE\ADMIN\PI\04_WORKINGDOCS_QAQC\294000.002 CORC ANATOLIA TRAFFIC CALMING SCOPE_2024-10-10_TO CITY.DOCX

SCOPE OF WORK

TASK 1: TASK MANAGEMENT AND ADMINISTRATION

Kittelson will actively manage this task order and will provide monthly invoices with progress reports (assumed up to 6-month project duration). As part of this task, Kittelson will conduct a task order kickoff meeting via videoconference. In that meeting, Kittelson and City staff will:

- Confirm the work plan and approach;
- Discuss project schedule;
- Confirm data collection and transfer needs; and
- Review performance measures and approach for Task 2.

This task also includes up to six progress calls, assumed to be up to one hour each and to include two Kittelson staff. For the kickoff call and progress calls, Kittelson will prepare an agenda in advance and provide meeting notes and a summary of action items following each meeting.

We assume progress calls to be held at the following waypoints (six total):

- During or after Kittelson's subtask 2.1 work to review operations analysis and recommended lane configurations for the signalized and roundabout concepts.
- During or after Kittelson's subtask 2.5 work to review the performance measure analysis and memo conclusions.
- At the outset of subtask 3.1 to discuss traffic calming alternatives, order-of-magnitude budget, and desired categories of treatments.
- During Subtask 3.1 (approximately 75% completion) to review alternatives including construction materials.
- Twice during Subtask 3.2: Once each following the 60% and 90% submittal reviews to discuss comments received.

Task Deliverables:

- Kickoff meeting via videoconference, including agenda beforehand and notes/action items afterward
- Up to six progress calls, including agenda beforehand and notes/action items afterward
- Monthly invoices and progress reports

TASK 2: INTERSECTION CONTROL EVALUATION

In this task, Kittelson will conduct an intersection control evaluation for the junction of Anatolia Drive and Chrysanthy Boulevard that considers quantitative and qualitative performance measures and makes a recommendation for the preferred intersection control and form.

Subtask 2.1: Traffic Analysis

Kittelson will conduct an operations analysis of the Anatolia / Chrysanthy intersection under three control configurations: (1) the existing all-way stop configuration, (2) a roundabout, and (3) a traffic signal. This subtask includes the following services:

- Collect weekday 16-hours multimodal turning movement counts on a mid-weekday (Tuesday – Thursday) agreed upon with the City. This time period will provide for a.m. and p.m. peak hour analysis and for 4- and 8-hour signal warrant analysis.
- Obtain and review historical crash data at the study intersection.
- Using the City's recently updated version of the SACSIM to develop future condition turning movement volumes.
- Analyze traffic operations using the *Highway Capacity Manual* (HCM) 7th Edition Methodology. Operations analysis will include 12 scenarios total: weekday a.m. and p.m. peak hour, existing and future conditions, for the three contemplated control configurations.
- Conduct a signal warrant analysis based on MUTCD methodology and current count data.
- Identify recommended lane configurations, storage lengths, and geometric design features for each of the three potential alternatives.

Subtask 2.2: 15% Geometric Design Concept

In tandem with the operations analysis, Kittelson will develop up to three concept plan sketches for potential signalized and roundabout alternatives at the study intersection. Sketches may include multiple design concepts for the roundabout alternative to evaluate potential variations in roundabout size and location. Design concepts will be prepared using available aerial photography and/or GIS base maps provided by the City. The three concept sketches will be prepared to scale and at a sufficient level of detail to identify approximate footprint, property impacts, and feasibility considerations. Concepts will illustrate the edges of traveled way, channelization features, and pedestrian and bicycle facilities (e.g., shared used path, sidewalk, and/or bike lane).

Following the City's review of the sketch concepts, Kittelson will refine and prepare one concept plan in AutoCAD for the preferred alternative. The concept plan will have a horizontal alignment and intersection geometry that meets applicable design standards. In this task, Kittelson will modify the concept to address one round of City review comments.

Subtask 2.3: Planning-level Cost Estimates

Kittelson will prepare planning-level construction cost estimates for each alternative (signalized and roundabout). Kittelson will use available recent California-based bid prices and the Caltrans cost estimating database, plus any relevant local cost information the City can provide.

Kittelson & Associates, Inc.

Subtask 2.4: Intersection Control Evaluation

Kittelson will use the traffic operations along other quantitative and qualitative considerations to evaluate and rank alternatives for consideration:

- **Traffic operations:** Comparison of motor vehicle delay and queue lengths.
- **Non-motorized quality of service:** Qualitative assessment of the pedestrian and bicyclist facilities included for each alternative.
- **Safe system alignment:** A quantitative evaluation of each proposed alternative's alignment with a Safe System. There are several tools available to quantify and compare alternatives, and we will coordinate with the City to determine the desired methodology to use:
 - The Federal Highway Administration (FHWA) Safe System Project-based Alignment Framework (available online [here](#)).
 - The FHWA *Safe System-Based Framework and Analytical Methodology for Assessing Intersections* (report available online [here](#)) and a spreadsheet tool published as part of NCHRP Research Report 1087: *Guide for Intersection Control Evaluation* (implementing the framework (available online [here](#))).
 - Other resources published as part of the Kittelson-led NCHRP Research Report 1087, including a Design Flags Calculator tool that identifies design considerations for pedestrian and bicyclist safety and comfort. All resources from this report are available online [here](#).
- **Transit stop location:** Effect on Rancho Cordova routes 175 and 176 stop locations.
- **Life-cycle cost:** An analysis technique that combines implementation-related costs (e.g., construction, right-of-way, design) and user-experienced costs such as the monetized value of delay and crashes. NCHRP Research Report 1087 published a spreadsheet-based tool that can calculate life-cycle costs using either net present value or benefit-cost ratio (available online [here](#)).
- **Reconstruction/right of way impacts:** Identification of potential impacts associated with alternatives.
- **Design and operational flexibility:** An assessment of each alternative's ability to adapt to future travel demand changes including adding vehicular capacity or better accommodating non-motorized needs.

Subtask 2.5: Evaluation Memo

Following the qualitative and quantitative evaluation, Kittelson will prepare a draft memo providing alternative rankings with a recommendation for traffic control at the intersection. This memorandum will summarize the operational analysis, safety analysis, and the feasibility evaluation of the proposed alternative intersection design concepts. We will submit the draft memo for City review and respond to one set of consolidated comments on the memo to prepare a final memo.

Task Assumptions

- The City will provide SACSIM model outputs for Kittelson to develop future growth rates and turning movements.
- The City will provide available bid estimates or recently completed construction projects to help inform unit costs for the cost estimate.

Task Deliverables

- Draft and final evaluation memo
- Subtask 2.1: Weekday a.m. and p.m. multimodal turning movement counts
- Subtask 2.1: Future condition turning movement counts
- Subtask 2.4: Three sketch concepts (one for the signalized alternative, two for the roundabout alternative), and one draft and final 15% concept plan for the preferred alternative.
- Subtask 2.4: Draft and final planning-level construction cost estimates
- Subtask 2.5: Draft and final evaluation memo, including traffic operations analysis for the weekday a.m. and p.m. peak period in existing and future conditions for existing, signalized, and roundabout alternatives. The memo will include a summary and comparison of quantitative and qualitative evaluation measures and an overall intersection recommendation.

TASK 3: TRAFFIC CALMING CONCEPT DESIGN

In this task, Kittelson will prepare a corridor traffic calming design along Anatolia Drive from Herodian Drive to Justinian Drive. The corridor is 1.25 miles long and includes 14 unsignalized intersections.

Subtask 3.1: 15% Concept Development

As part of this subtask, Kittelson will review the corridor in coordination with City staff and will develop two corridor alternatives for traffic calming. The alternatives will provide different options – for example, one may be a low-cost alternative consisting mostly of striping and quick-build materials like flex posts, while another may include more costly permanent materials like concrete traffic calming circles. Potential elements to include in one or both alternatives include horizontal deflection infrastructure like chicanes, vertical treatments like speed humps or cushions, intersection treatments like traffic calming circles, and/or striping solutions like lane narrowing or optical speed bars.

Kittelson will prepare a strip map showing the alternatives that includes a two-dimensional plan view of the corridor, typical cross-sections, and illustrations of materials specified.

As part of this task, Kittelson will collect topographic survey and visible above- and below-ground utility locations within the public right-of-way to the back of sidewalk. The survey data will be collected along Anatolia Drive from Herodian Drive to Justinian Drive. The design concept will be prepared atop this aerial and georeferenced aerial imagery.

Kittelson & Associates, Inc.

Kittelson will use April 2024 speed and volume counts already collected by the City along the Anatolia corridor. The data will be used in reviewing the corridor with the City to determine appropriateness of treatments and can be used to prepare a post-implementation evaluation of the traffic calming project. Post-implementation evaluation work is not included here. Any such work would be accommodated on a time-and-materials basis and will be considered additional services.

OPTIONAL Subtask 3.2: Photosimulations

This subtask will only be conducted if authorized by the City. As an optional add-on to Task 3.1, Kittelson will prepare up to two photosimulations for each alternative based on the concepts developed in subtask 3.1. A photosimulation provides a still image with the proposed design changes illustrated and can provide a way for project team members and the public to see the proposed concept “come to life,” building support for the concept. This task would include two locations/perspectives along the corridor; Kittelson would provide an existing image plus two alternatives at each location (six images altogether: two existing, two for alternative 1, two for alternative 2).

For the photo simulations, we will use a drone to take aerial photographs at key locations along the corridor. We will develop a 3D model of each design alternative and insert it into the drone photos. The photo simulations will show the before and after conditions for each alternative at one or more key locations. These can be made into an interactive slider for use on webpages, to gather input during the public outreach process. Examples can be found online at <https://project.kittelson.com/3D/PhotoSimulation.html>.

Task Assumptions

- The City will provide a CAD file with curb line and ROW locations, high quality aerials, and any other available basemap information and data.
- Kittelson will not collect traffic volume/count data as part of this task. We will refer to speed/volume data already collected by the City in April 2024 at 8 locations along Anatolia Drive.
- This task does not include preparatory time (graphics and handouts) or attendance time for any public hearings or meetings. All client requests for presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered additional services.

Task Deliverables

- Subtask 3.1: Two roll plots, one for each draft 15% alternative concept, including cross-sections and illustrative examples of selected materials
- Subtask 3.1: Topographic survey, visible utilities, and composite surface in Civil 3D DWG format at a scale and contour interval to be determined, plus accompanying georeferenced Google Earth aerial imagery.
- OPTIONAL Subtask 3.2: Up to two photosimulations for each alternative (six images altogether: two for existing, two for alternative 1, two for alternative 2). One draft photo simulation per alternative for commenting. All comments will be compiled in a list and

delivered within 10 days of receiving the draft photo simulations. Unless otherwise specified, the photo simulations will be delivered in UHD (3840 x 2160 resolution) in .jpeg format.

TASK 4: ENGINEERING PLANS, SPECIFICATIONS, AND ESTIMATES

4.1 Engineering Drawings

Following City review and comment on the 15% design strip map developed in Subtask 3.1, Kittelson will meet with the City to determine the preferred alternative. This scope assumes the preferred design concept will be limited to signing and striping modifications and other channelization devices that can be installed on top of the existing pavement (such as tubular markers or traffic separator curbs). This scope assumes no modifications to existing roadway pavement, curbs, sidewalk, utilities, street lighting, or drainage infrastructure. We anticipate the following construction sheets:

Sheet Series Title	Number of Sheets	Scale
Cover, Legend, Index	1	N/A
Typical Sections	1	N/A
Signing & Striping Details	2	N/A
Signing & Striping Plan	3	1" = 40'
Total	7	

Based on direction provided by the City, Kittelson will prepare 60%, 90%, and 100% construction plans for the preferred traffic calming corridor plan. Each submittal will be followed with one round of City review resulting in one set of consolidated comments. This task includes up to three conferences calls – one to discuss City comments for each round of review.

4.2 Construction Specifications

Consultant shall prepare the technical specifications. At the 90% and 100% submittals, the technical specifications shall be submitted as a formatted, compiled word document.

4.3 Construction Estimates

Consultant shall provide quantities and construction cost estimates for the 90% and 100% submittals.

Task Deliverables

- Subtask 4.1: 60%, 90%, and 100% construction plans
- Subtask 4.1: Up to three conference calls to review submittal comments with attendance by up to three Kittelson staff
- Subtask 4.2: Construction Specifications (90%, 100%, and Bid Ready) (one electronic copy in Word format submittal)

- Subtask 4.3: Construction Estimates (90%, 100%, and Bid Ready) (one electronic copy in Excel and PDF format per submittal)

Note: Design of civil/roadway modifications (including concrete curbs, sidewalk, and curb ramps) is not included here. Any such work would be accommodated on a time-and-materials basis and will be considered additional services.

EXHIBIT B
COMPENSATION SCHEDULE

Table 1 provides a fee estimate for the work detailed in the scope of work above. A full rate sheet is attached on the following page.

Table 1: Task Order Fee Estimate

Task Number	Task	Labor Hours	Labor Cost	Reimbursable Cost	Total Cost
1	Task Management and Administration	32	\$6,461	\$0	\$6,461
2	Intersection Control Evaluation	132	\$23,162	\$0	\$23,162
3	Traffic Calming	102	\$17,713	\$26,070	\$43,783
3.2 (Optional)	Photosimulations	60	\$9,940	\$117	\$10,057
4	Engineering Drawings	186	\$31,790	\$0	\$31,790
Total (No Optional Tasks)		452	\$79,126	\$26,070	\$105,196
Total (Including Optional Tasks)		512	\$89,066	\$26,187	\$115,253

MEMORANDUM



ITEM 16.5.

DATE: November 18, 2024
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA TO ANNEX PROJECT SUNRISE (AMAZON PROJECT) TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND DESIGNATE A TIME AND PLACE TO HEAR PROTESTS IN CONNECTION WITH THE ANNEXATION**

RECOMMENDATION

Adopt the Resolution of Intention to annex Project Sunrise (Amazon Project) to Community Facilities District (CFD) No. 2008-1 (Street Lighting and Road Maintenance).

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Boundary Map for Annexation No. 4 for the Project Sunrise (Amazon Project), declare the Council's intention to annex the project to CFD No. 2008-1, state the Council's intention to levy a special tax to pay for street lighting and road maintenance, and set 5:30 p.m. on January 20, 2025, as the time and date for a public hearing on the matter.

BACKGROUND

Project Sunrise (Amazon Project) has a condition of approval which requires that the property owner annex to the CFD to fund operation and maintenance of streetlights and road improvements within the public right of way. This condition will be satisfied by the annexation of the project to CFD No. 2008-1, which is the subject of tonight's action.

The property owner of Project Sunrise (Amazon Project) has requested the City annex into the CFD to provide the method of financing for public street lighting and road maintenance required to meet the condition.

Discussion

The property owner submitted a petition ([Attachment 5](#)) for the City to institute the proceedings to annex into Community Facilities District No. 2008-1. The maintenance services to be funded by special taxes include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the public streets, lighting, and road improvements.

Section 53320 of the Mello-Roos Act requires that City Council consider a resolution of intention to annex the project into the CFD.

The Resolution of Intention ([Attachment 1](#)) approves the Annexation Boundary Map, declares the City's intention to annex Project Sunrise (Amazon Project) into CFD No. 2008-1, identifies the services to be funded, and states the City's intention to levy a special tax to pay for these services. Attached to the Resolution of Intention is Boundary Map Annexation No. 4 ([Attachment 2](#)) that describes the proposed boundaries for annexation into CFD No. 2008-1, a description of services to be provided by the district ([Attachment 3](#)), and the proposed Rate and Method of Apportionment (RMA) of Special Tax for CFD No. 2008-1 ([Attachment 4](#)), which details how the special tax will be levied on properties commencing with Fiscal Year 2024/25. The RMA establishes maximum taxes for ordinary use parcels based on land use classifications based upon fair share contributions towards the costs to maintain the public streets, lighting, and landscaping services in the City.

As projects annex into CFD No. 2008-1, staff will determine the appropriate rate category applicable per land use category and any additional factors specifically related to each project. The RMA includes a rate for heavy truck traffic such as will be applicable for this project.

In tonight's action, it is requested the Council adopt the Resolution which approves the Boundary Map, declare the Council's intention to levy a special tax for the services financed by the CFD, sets January 20, 2025, as the date and time for a public hearing on the annexation of the district and the levy of a special tax, and directs the City Clerk to give notice of the public hearing and record the attached boundary map.

FISCAL IMPACT AND FUNDING SOURCE

There is no impact on the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution- Annexation Boundary Map
3. Exhibit B to the Resolution- Description of Services
4. Exhibit C to the Resolution- Rate and Method of Apportionment
5. Petition with Waivers

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, TO ANNEX PROJECT SUNRISE (AMAZON PROJECT) TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND DESIGNATE A TIME AND PLACE TO HEAR PROTESTS IN CONNECTION WITH THE ANNEXATION

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)**

WHEREAS, under Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the “Act”), this Council is authorized to establish a community facilities district and to act as the legislative body for a community facilities district; and

WHEREAS, on October 6, 2008, the City adopted Resolution No. 108-2008 declaring its intention to establish Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the “District”) and Future Annexation Area for maintenance of street lighting and road maintenance services. On November 17, 2008, the City adopted Resolution No. 129-2008 forming CFD No. 2008-1 pursuant to the Mello-Roos Community Facilities Act of 1982 per State of California Government Code Section 5311 et seq. (the “Act”); and

WHEREAS, The Conditions of Approval for Project Sunrise (Amazon Project) requires 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, in October 2024, the property owners executed a petition which requests the City to undertake the proceedings to annex the property into the boundaries of the CFD; 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 the Boundary Map for Annexation No. 4 for a property known as Project Sunrise (Amazon Project), Exhibit A attached hereto, for the annexation of the property to CFD No. 2008-1 (Street Lighting and Road Maintenance).

NOW, THEREFORE, IT IS ORDERED as follows:

1. Authority. This Council proposes to conduct proceedings to annex Project Sunrise (Amazon Project) into Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the “CFD”).

2. Boundaries Described. The proposed boundaries of the Annexation Area are as shown on the map of it on file with the City Clerk, a copy of which is attached and marked Exhibit A. The City Clerk is hereby directed to record, or cause to be recorded, the Boundary Map for Annexation No. 4 in the office of the Sacramento County Recorder within fifteen days of

the date of adoption of this Resolution, but in any event at least fifteen days prior to the public hearing specified below.

3. Services. The type of services proposed to be financed by the CFD and pursuant to the Act shall consist of those listed on Exhibit B hereto and hereby incorporated herein (the “Services”). The Council hereby determines that the Services are necessary to meet increased demands placed upon local agencies as the result of development occurring within the area of the CFD.

4. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the “Special Tax”) sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in Exhibit C attached hereto and hereby incorporated herein.

5. Exempt Property. Except as may otherwise be provided by law or by the rate and method of apportionment of the Special Tax for the CFD, all lands owned by any public entity, including the United States, the State of California and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, this Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not exempt in order to yield the required debt service payments and other annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the Special Tax.

6. Election. The levy of the Special Tax shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD.

7. CFD Report. The City’s Director of Public Works (or deputy or designee thereof) as the officer having charge and control of the Services in and for the CFD, or the designee of such officer, is hereby directed to study said proposed Services and to make, or cause to be made, and file with the City Clerk a report in writing, (the “CFD Report”), which shall be a part of the record of the public hearing hereinafter specified and which report shall present the following:

(a) A description of the Services by type which will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Services including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, and all other related costs as provided in Section 53345.3 of the Act.

8. Public Hearing. Monday, January 20, 2025, at 5:30 p.m. or as soon as possible thereafter, in the City Hall, Council Chambers, 2729 Prospect Park Drive, Rancho Cordova, California, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the Annexation to the CFD and consider and finally determine whether the public interest, convenience and necessity require the Annexation to the CFD and the levy of the Special Tax.

9. Notice of Hearing. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD and the Annexation Area. The publication shall be completed at least seven days before the date of the public hearing specified above. The City Clerk shall also cause notice of the hearing to be given to each property owner within the CFD by first class mail, postage prepaid, to each such owner's addresses as it appears on the most recent tax records of Sacramento County or as otherwise known to the City Clerk to be correct. Such mailing shall be completed not less than fifteen days before the date of the public hearing. Each of the notices shall be substantially in the form specified in Section 53322 of the Act, with a form summarizing the provisions hereof hereby specifically approved.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

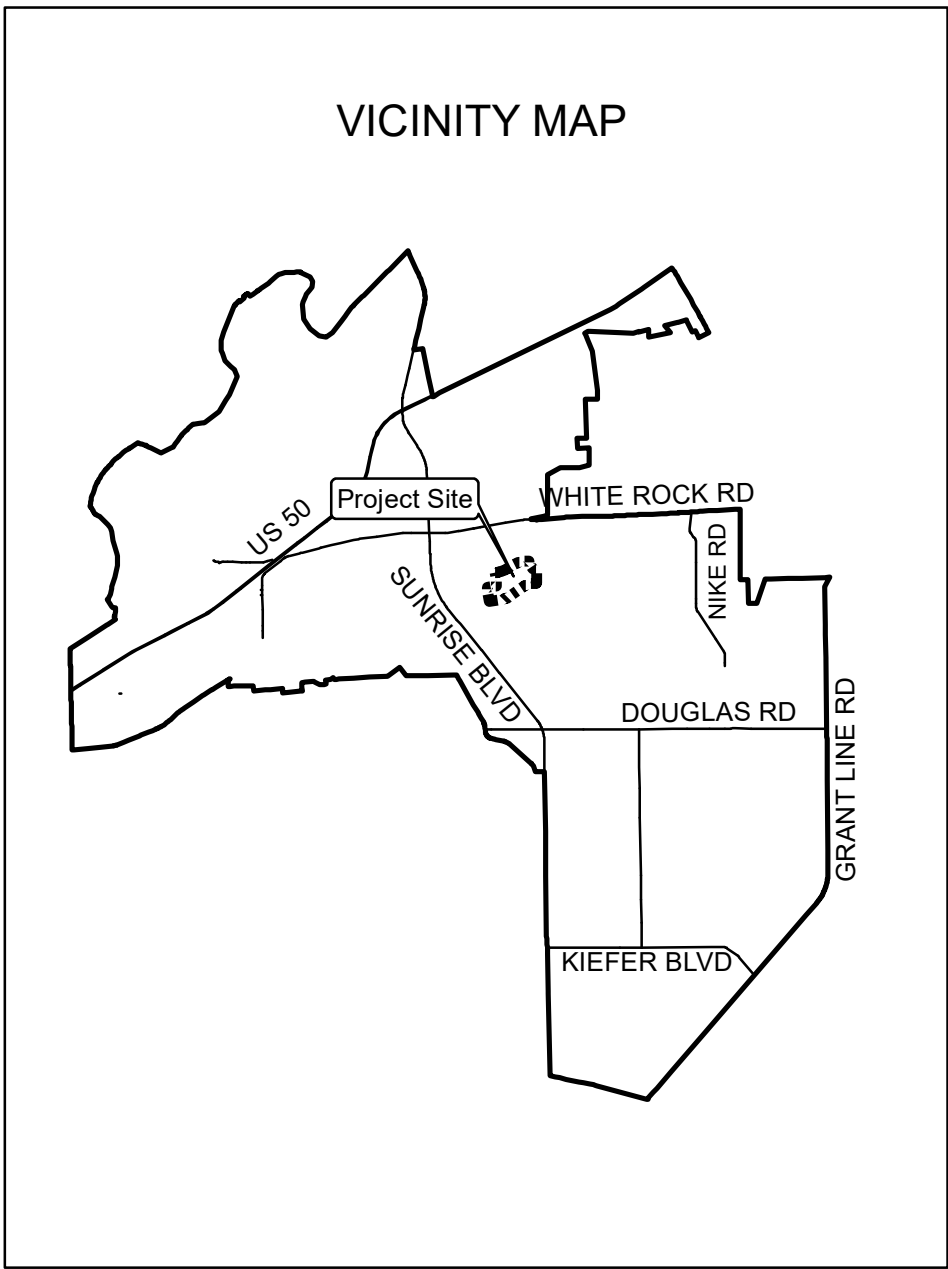
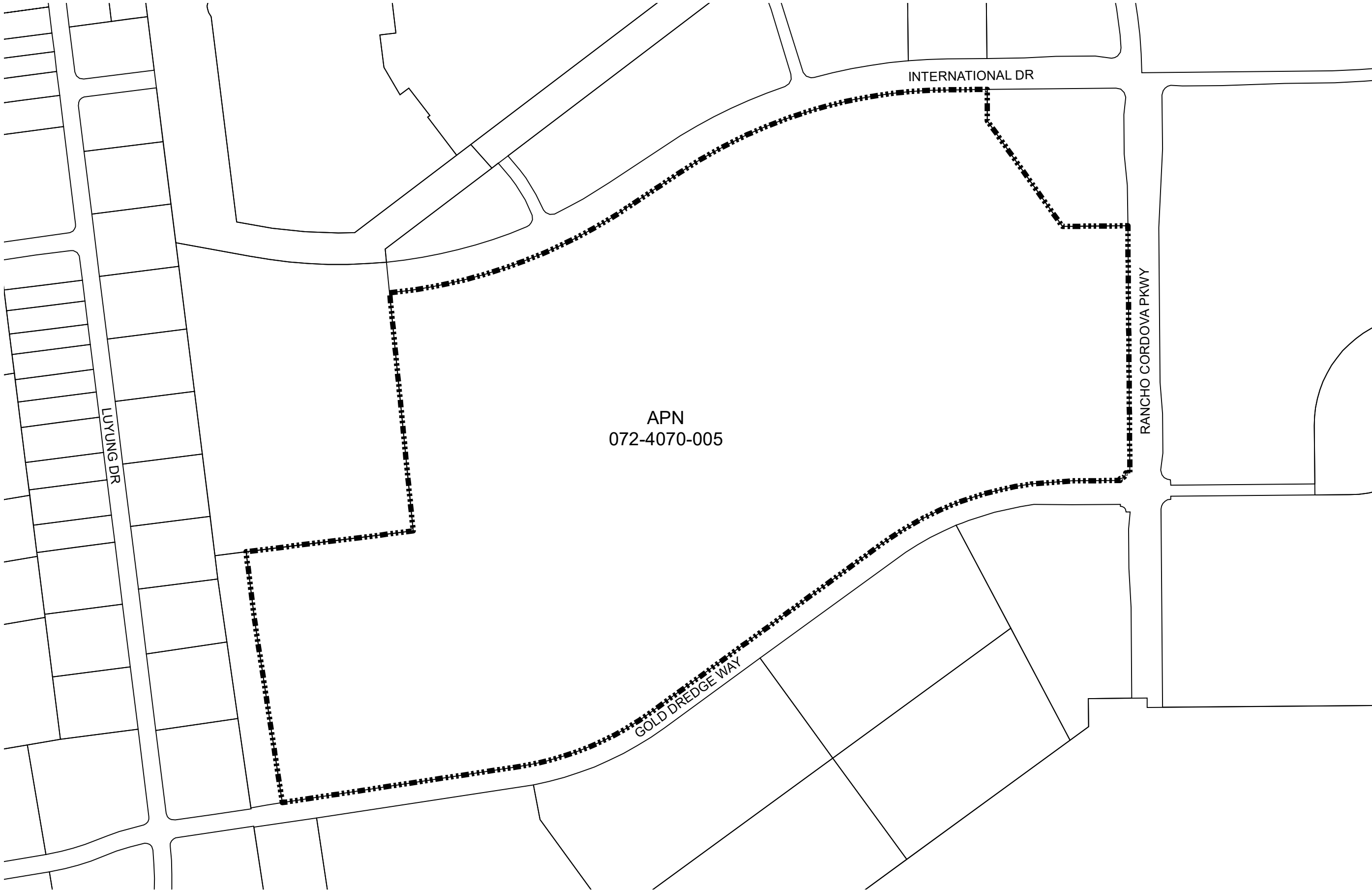
ATTEST:

Stacy Leitner, CMC
City Clerk

ANNEXATION MAP NO. 4
PROJECT SUNRISE

COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)

CITY OF RANCHO CORDOVA
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 ____ 2024.

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 4 TO COMMUNITY FACILITIES DISTRICT NO. 2008-1, (STREET LIGHTING AND ROAD 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 ____ 2024. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

FILED THIS ____ DAY OF ____ 2024. 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 IS MADE TO THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED BOUNDARIES OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

REFERENCE IS MADE TO THE FUTURE ANNEXATION AREA MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED FUTURE ANNEXATION AREA OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

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



Legend

 Annexation Boundary

1 " = 300 '

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

ANNEXATION MAP

**City of Rancho Cordova
Community Facilities District No. 2008-1
Annexation 4 (Project Sunrise)
County of Sacramento, California**

Sheet 1 of 1

EXHIBIT B

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)**

DESCRIPTION OF DISTRICT SERVICES

Description of services:

Maintenance and lighting of public streets and roads

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

Reserve Fund

- The Special Taxes may be collected and set-aside in designated funds, collected over several years, that may be used by the District to fund future repairs to street lighting and roadway improvements and other services as determined by the District.

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR ANNEXATION NO. 4 (Project Sunrise- Amazon)**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2008-1 (Street Lighting and Road 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. 2008-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2008-1, 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. 2008-1 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:

"Acreage" or "Acre" means the land area making up 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 or other parcel map recorded at the County Recorder's Office.

"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.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with

ITEM 16.5.

ATTACHMENT 4 Exhibit C to the Resolution

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 – (Project Sunrise- Amazon)
Rate and Method of Apportionment of Special Tax

May 2023
Exhibit C

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. 2008-1 as set forth in the documents adopted by the City Council when the CFD was formed.

"CFD" or **"CFD No. 2008-1"** means the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road 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. 2008-1.

"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, video rental stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronic stores, home supply stores, auto parts stores, and other businesses providing auto-related products and services. 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

ITEM 16.5.

ATTACHMENT 4 Exhibit C to the Resolution

City of Rancho Cordova

Community Facilities District No. 2008-1

(Streets Lighting and Road Maintenance)

Annexation No. 4 – (Project Sunrise- Amazon)

Rate and Method of Apportionment of Special Tax

May 2023

Exhibit C

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. The City shall make the determination if a Parcel is Industrial Property.

“Maximum Special Tax” or “Maximum 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” (MFP) 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 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

ITEM 16.5.

ATTACHMENT 4 Exhibit C to the Resolution

City of Rancho Cordova

Community Facilities District No. 2008-1

(Streets Lighting and Road Maintenance)

Annexation No. 4 – (Project Sunrise- Amazon)

Rate and Method of Apportionment of Special Tax

May 2023

Exhibit C

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. 2008-1 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” (SFAP) 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 or more 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” (SFDP) 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.

“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. 2008-1 to pay

ITEM 16.5.

ATTACHMENT 4 Exhibit C to the Resolution

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 – (Project Sunrise- Amazon)
Rate and Method of Apportionment of Special Tax

May 2023
Exhibit C

the Special Tax Requirement.

“Square Foot,” “Square Footage,” or “Square Feet” (SF) 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. 2008-1 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. 2008- 1 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

“Tax Zone” means one of the three mutually exclusive tax zones 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.

“Tax Zone 1” means the geographic area that is identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 1 and any property annexed into Tax Zone 1 after formation of the CFD.

“Tax Zone 2” means the geographic area that is identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 2 and any property annexed into Tax Zone 2 after formation of the CFD.

“Tax Zone 3” means the geographic areas that are identified by Assessor’s Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 3 and any property annexed into Tax Zone 3 after formation of the CFD.

“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 single room or 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. 2008-1 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2008-1, 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

ITEM 16.5.

ATTACHMENT 4 Exhibit C to the Resolution

City of Rancho Cordova

Community Facilities District No. 2008-1

(Streets Lighting and Road Maintenance)

Annexation No. 4 – (Project Sunrise- Amazon)

Rate and Method of Apportionment of Special Tax

May 2023

Exhibit C

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, a Private Street Parcel, a 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. 2008-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels 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. Tax Zone 1

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2008-09 shall be \$0.0771 per Square Foot. On each January 1, commencing January 1, 2009, this

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution**

**City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 – (Project Sunrise- Amazon)
Rate and Method of Apportionment of Special Tax**

**May 2023
Exhibit C**

Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

2. Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 for Fiscal Year 2008-09 shall be \$0.0211 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

3. Tax Zone 3

The following Maximum Special Taxes apply to all Parcels of Developed Property within Tax Zone 3 of CFD to. 2008-1:

a. Ordinary Use Parcel

**MAXIMUM SPECIAL TAXES
ORDINARY USE PARCEL
(FISCAL YEAR 2008-09)**

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$335.81
	SFDP ≤ 1,200 SF	Per Unit	\$295.51
	SFAP > 1,200 SF	Per Unit	\$295.51
	SFAP ≤ 1,200 SF	Per Unit	\$235.06
	MFP	Per Unit	\$235.06
	Commercial Property	Per Acre or SF	The Greater of \$973.30 per Acre or \$0.0944 per SF
	Hotel Property	Per Acre or Unit	The Greater of \$2,688.49 per Acre or \$56.98 per Unit
	Industrial Property	Per Acre or SF	The Greater of \$222.20 per Acre or \$0.0351 per SF
	Office Property	Per Acre or SF	The Greater of \$851.74 per Acre or \$0.0827 per SF

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco

ITEM 16.5.

**ATTACHMENT 4
Exhibit C to the Resolution**

**City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 – (Project Sunrise- Amazon)
Rate and Method of Apportionment of Special Tax**

**May 2023
Exhibit C**

region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 – (Project Sunrise- Amazon)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit C

b. Residential Alley Parcel

**MAXIMUM SPECIAL TAXES
 RESIDENTIAL ALLEY PARCEL
 (FISCAL YEAR 2008-09)**

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$463.41
	SFDP ≤ 1,200 SF	Per Unit	\$407.80
	SFAP > 1,200 SF	Per Unit	\$407.80
	SFAP ≤ 1,200 SF	Per Unit	\$324.39
	MFP	Per Unit	\$324.39
	Commercial Property	N/A	N/A
	Hotel Property	N/A	N/A
	Industrial Property	N/A	N/A
	Office Property	N/A	N/A

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

c. Decorative Lighting Parcel

**MAXIMUM SPECIAL TAXES
 DECORATIVE LIGHTING PARCEL
 (FISCAL YEAR 2008-09)**

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$360.99
	SFDP ≤ 1,200 SF	Per Unit	\$317.67
	SFAP > 1,200 SF	Per Unit	\$317.67
	SFAP ≤ 1,200 SF	Per Unit	\$252.69
	MFP	Per Unit	\$252.69
	Commercial Property	Per Acre or SF	The Greater of \$1,046.30 per Acre or \$0.1015 per SF
	Hotel Property	Per Acre or Unit	The Greater of \$2,890.13 per Acre or \$61.25 per Unit
	Industrial Property	Per Acre or SF	The Greater of \$238.87 per Acre or \$0.0377 per SF
	Office Property	Per Acre or SF	The Greater of \$915.62 per Acre or \$0.0889 per SF

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 – (Project Sunrise- Amazon)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit C

d. Additional Load Parcel

**MAXIMUM SPECIAL TAXES
 ADDITIONAL LOAD PARCEL
 (FISCAL YEAR 2008-09)**

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	N/A
	SFDP ≤ 1,200 SF	Per Unit	N/A
	SFAP > 1,200 SF	Per Unit	N/A
	SFAP ≤ 1,200 SF	Per Unit	N/A
	MFP	Per Unit	N/A
Commercial Property		Per Acre or SF	The Greater of \$1,216.63 per Acre or \$0.1180 per SF
Hotel Property		Per Acre or Unit	N/A
Industrial Property		Per Acre or SF	The Greater of \$277.75 per Acre or \$0.0439 per SF
Office Property		Per Acre or SF	N/A

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

e. Additional Load and Decorative Lighting Parcel

**MAXIMUM SPECIAL TAXES
 ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCEL
 (FISCAL YEAR 2008-09)**

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	N/A
	SFDP ≤ 1,200 SF	Per Unit	N/A
	SFAP > 1,200 SF	Per Unit	N/A
	SFAP ≤ 1,200 SF	Per Unit	N/A
	MFP	Per Unit	N/A
Commercial Property		Per Acre or SF	The Greater of \$1,289.63 per Acre or \$0.1251 per SF
Hotel Property		Per Acre or Unit	N/A
Industrial Property		Per Acre or SF	The Greater of \$294.42 per Acre or \$0.0465 per SF
Office Property		Per Acre or SF	N/A

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution****City of Rancho Cordova****Community Facilities District No. 2008-1****(Streets Lighting and Road Maintenance)****Annexation No. 4 – (Project Sunrise- Amazon)****Rate and Method of Apportionment of Special Tax****May 2023****Exhibit C**

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

f. Residential Alley and Decorative Lighting Parcel

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCEL
(FISCAL YEAR 2008-09)**

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$488.60
	SFDP ≤ 1,200 SF	Per Unit	\$429.97
	SFAP > 1,200 SF	Per Unit	\$429.97
	SFAP ≤ 1,200 SF	Per Unit	\$342.02
	MFP	Per Unit	\$342.02
	Commercial Property	Per Bldg SF	N/A
	Hotel Property	Per Room	N/A
	Industrial Property	Per Bldg SF	N/A
	Office Property	Per Bldg SF	N/A

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

4. Future Annexation Tax Zones

The Maximum Special Tax for new tax zones created for future annexations shall be shown in Attachment 1.

ITEM 16.5.

ATTACHMENT 4 Exhibit C to the Resolution

City of Rancho Cordova

Community Facilities District No. 2008-1

(Streets Lighting and Road Maintenance)

Annexation No. 4 – (Project Sunrise- Amazon)

Rate and Method of Apportionment of Special Tax

May 2023

Exhibit C

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 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. 2008-1 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. 2008-1 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. 2008-1 that is not Developed Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do 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.

ITEM 16.5.

**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 – (Project Sunrise- Amazon)
Rate and Method of Apportionment of Special Tax

May 2023
Exhibit C

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 – (Project Sunrise- Amazon)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit C

ATTACHMENT I

**CITY OF RANCHO CORDOVA
 COMMUNITY FACILITIES DISTRICT 2008-1
 (STREET LIGHTING AND ROAD MAINTENANCE)**

IDENTIFICATION OF TAX ZONES**TAX ZONE 1 & 2**

Tax Zone	Annexation No.	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which Property Was Added to CFD No. 2008-1
1	Original	077-0420-001 and 077-0420-002	2008-09
2	Original	067-0010-060	2008-09

** 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.*

TAX ZONE 1 & 2 – Maximum Special Taxes

On each January 1st, the Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source (for the next Fiscal Year).

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

Land Use Class			Maximum Tax
Zone 1	all Land Uses	Per Bldg SF	\$0.1201
Zone 2	all Land Uses	Per Bldg SF	\$0.0329

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution****City of Rancho Cordova****Community Facilities District No. 2008-1****(Streets Lighting and Road Maintenance)****Annexation No. 4 – (Project Sunrise- Amazon)****Rate and Method of Apportionment of Special Tax****May 2023****Exhibit C****TAX ZONE 3**

Tax Zone	Annexation No.	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which Property Was Added to CFD No. 2008-1
3	Original	067-0990-001	2008-09
		067-1000-001	
		072-0500-040	
		072-0500-041	
3	1	072-0280-093 and 072-0280-097	2008-9
3	2	056-0222-024 and 056-0222-025	2008-9
3	3	077-0050-014	2008-9
3	4	072-0410-100	2008-9
3	5	072-0610-064	2008-9
3	6	072-0570-030	2009-10
3	8	058-0262-001	2009-10
3	9	068-0160-101	2010-11
3	10	072-0280-099	2010-11
3	11	058-0261-054 through 058-0261-056	2011-12
3	12	057-0254-023 through 057-0254-025	2012-13
3	13	058-0261-047	2012-13
3	14	057-0240-030	2012-13
3	15	072-0580-001	2013-14
3	16	058-0540-007 and 058-0540-008	2014-15
3	17	072-0330-018 and 072-0330-062	2016-17
3	18	072-0550-023	2016-17
3	19	072-0410-098 and 072-0410-099	2016-17
3	21	072-0260-052 and 072-0260-055	2017-18
3	22	072-0690-122	2017-18
3	23	072-0510-017	2018-19
3	24	072-0670-003	2018-19
3	25	072-2860-025 through 072-2860-028 and 072-2860-033	2018-19
3	27	058-0270-060	2018-19
3	28	072-3800-001 through 072-3800-018	2019-20
3	29	068-0030-044	2019-20
3	30	072-0450-118	2020-21
3	31	072-2360-042	2020-21
3	32	072-0510-016	2020-21
3	33	072-0410-100	2020-21
3	34	072-0450-062	2021-22
3	35	072-0450-006	2021-22

* The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution****City of Rancho Cordova****Community Facilities District No. 2008-1****(Streets Lighting and Road Maintenance)****Annexation No. 4 – (Project Sunrise- Amazon)****May 2023****Rate and Method of Apportionment of Special Tax****Exhibit C**

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.

TAX ZONE 3 – Maximum Special Taxes

On each January 1st, the Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source (for the next Fiscal Year).

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

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit
	SFDP ≤ 1,200 SF	Per Unit
	SFAP > 1,200 SF	Per Unit
	SFAP ≤ 1,200 SF	Per Unit
	MFP	Per Unit
	Commercial Property	Per Acre or SF
	Hotel Property	Per Acre or Unit
	Industrial Property	Per Acre or SF
	Office Property	Per Acre or SF

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCELS
(FISCAL YEAR 2022-23)**

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution****City of Rancho Cordova****Community Facilities District No. 2008-1****(Streets Lighting and Road Maintenance)****Annexation No. 4 – (Project Sunrise- Amazon)****May 2023****Rate and Method of Apportionment of Special Tax****Exhibit C**

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$722.03
	SFDP ≤ 1,200 SF	Per Unit	\$635.39
	SFAP > 1,200 SF	Per Unit	\$635.39
	SFAP ≤ 1,200 SF	Per Unit	\$505.43
	MFP	Per Unit	\$505.43
	Commercial Property	N/A	N/A
	Hotel Property	N/A	N/A
	Industrial Property	N/A	N/A
	Office Property	N/A	N/A

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

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$562.46
	SFDP ≤ 1,200 SF	Per Unit	\$494.96
	SFAP > 1,200 SF	Per Unit	\$494.96
	SFAP ≤ 1,200 SF	Per Unit	\$393.72
	MFP	Per Unit	\$393.72
	Commercial Property	Per Acre or SF	The Greater of \$1630.24 per Acre or \$0.1581 per SF
	Hotel Property	Per Acre or Unit	The Greater of \$4,503.09 per Acre or \$95.43 per Unit
	Industrial Property	Per Acre or SF	The Greater of \$372.16 per Acre or \$0.0588 per SF
	Office Property	Per Acre or SF	The Greater of \$1,426.62 per Acre or \$0.1385 per SF

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCELS
(FISCAL YEAR 2022-23)**

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution****City of Rancho Cordova****Community Facilities District No. 2008-1****(Streets Lighting and Road Maintenance)****Annexation No. 4 – (Project Sunrise- Amazon)****May 2023****Rate and Method of Apportionment of Special Tax****Exhibit C**

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	N/A
	SFDP ≤ 1,200 SF	Per Unit	N/A
	SFAP > 1,200 SF	Per Unit	N/A
	SFAP ≤ 1,200 SF	Per Unit	N/A
	MFP	Per Unit	N/A
	Commercial Property	Per Acre or SF	The Greater of \$1,895.61 per Acre or \$0.1839 per SF
	Hotel Property	Per Acre or Unit	N/A
	Industrial Property	Per Acre or SF	The Greater of \$432.79 per Acre or \$0.0684 per SF
	Office Property	Per Acre or SF	N/A

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova

Community Facilities District No. 2008-1

(Streets Lighting and Road Maintenance)

Annexation No. 4 – (Project Sunrise- Amazon)

May 2023

Rate and Method of Apportionment of Special Tax

Exhibit C

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

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit
	SFDP ≤ 1,200 SF	Per Unit
	SFAP > 1,200 SF	Per Unit
	SFAP ≤ 1,200 SF	Per Unit
	MFP	Per Unit
	Commercial Property	Per Acre or SF
	Hotel Property	Per Acre or Unit
	Industrial Property	Per Acre or SF
	Office Property	Per Acre or SF

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

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit
	SFDP ≤ 1,200 SF	Per Unit
	SFAP > 1,200 SF	Per Unit
	SFAP ≤ 1,200 SF	Per Unit
	MFP	Per Unit
	Commercial Property	Per Bldg SF
	Hotel Property	Per Room
	Industrial Property	Per Bldg SF
	Office Property	Per Bldg SF

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution****City of Rancho Cordova****Community Facilities District No. 2008-1****(Streets Lighting and Road Maintenance)****Annexation No. 4 – (Project Sunrise- Amazon)****Rate and Method of Apportionment of Special Tax****May 2023****Exhibit C****TAX ZONE 4 (Annexation 20 - Veranda Tract)**

Tax Zone	Assessor's Parcels Included in Tax Zone *			Fiscal Year In Which Property Was Added to CFD No. 2008-1
4	072-3400-001	Through	072-3400-058	FY 2017-18
	072-3410-001	Through	072-3410-065	
	072-3420-001	Through	072-3420-050	

** 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.*

Tax Zone 4 – Maximum Special Taxes

On each January 1st, the Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source (for the next Fiscal Year).

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

Land Use Class			Maximum Tax
Zone 4	SFDP > 1,200 SF	Per Unit	\$266.18
	SFDP ≤ 1,200 SF	Per Unit	\$234.24
	SFAP > 1,200 SF	Per Unit	\$234.24
	SFAP ≤ 1,200 SF	Per Unit	\$186.32
	MFP	Per Unit	\$186.32

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution**

**City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 – (Project Sunrise- Amazon)
Rate and Method of Apportionment of Special Tax**

**May 2023
Exhibit C**

TAX ZONE 5

Tax Zone	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which Property Was Added to CFD No. 2008-1
5	077-0420-001 and 077-0420-002	Mather Dev pending

** 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.*

TAX ZONE 5 – Maximum Special Taxes

On each January 1st, the Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source (for the next Fiscal Year).

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

Land Use Class		Maximum Tax
Zone 5 SFDP > 1,200 SF	Per Unit	\$523.21
SFDP ≤ 1,200 SF	Per Unit	\$460.43
SFAP > 1,200 SF	Per Unit	\$460.43
SFAP ≤ 1,200 SF	Per Unit	\$366.24
MFP	Per Unit	\$366.24
Micro-Unit Property	Per Unit	\$244.28
Commercial Property	Per Acre or SF	The Greater of \$1,516.49 per Acre or \$0.1471 per SF
Hotel Property	Per Acre or Unit	The Greater of \$4,188.93 per Acre or \$88.77 per Unit
Industrial Property	Per Acre or SF	The Greater of \$346.22 per Acre or \$0.0547 per SF
Office Property	Per Acre or SF	The Greater of \$1,327.11 per Acre or \$0.1289 per SF

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova

Community Facilities District No. 2008-1

(Streets Lighting and Road Maintenance)

Annexation No. 4 – (Project Sunrise- Amazon)

Rate and Method of Apportionment of Special Tax

May 2023

Exhibit C

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCELS
(FISCAL YEAR 2022-23)**

Land Use Class			Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit	\$722.03
	SFDP ≤ 1,200 SF	Per Unit	\$635.39
	SFAP > 1,200 SF	Per Unit	\$635.39
	SFAP ≤ 1,200 SF	Per Unit	\$505.43
	MFP	Per Unit	\$505.43
	Micro-Unit Property	Per Unit	\$337.12

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

Land Use Class			Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit	\$562.46
	SFDP ≤ 1,200 SF	Per Unit	\$494.96
	SFAP > 1,200 SF	Per Unit	\$494.96
	SFAP ≤ 1,200 SF	Per Unit	\$393.72
	MFP	Per Unit	\$393.72
	Micro-Unit Property	Per Unit	\$262.61
	Commercial Property	Per Acre or SF	The Greater of \$1630.24 per Acre or \$0.1581 per SF
	Hotel Property	Per Acre or Unit	The Greater of \$4,503.09 per Acre or \$95.43 per Unit
	Industrial Property	Per Acre or SF	The Greater of \$372.16 per Acre or \$0.0588 per SF
	Office Property	Per Acre or SF	The Greater of \$1,426.62 per Acre or \$0.1385 per SF

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 – (Project Sunrise- Amazon)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit C

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

Land Use Class			Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit	\$761.28
	SFDP ≤ 1,200 SF	Per Unit	\$669.93
	SFAP > 1,200 SF	Per Unit	\$669.93
	SFAP ≤ 1,200 SF	Per Unit	\$532.90
	MFP	Per Unit	\$532.90
	Micro-Unit Property	Per Unit	\$355.44

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

Land Use Class			Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit	\$121.60
	SFDP ≤ 1,200 SF	Per Unit	\$107.01
	SFAP > 1,200 SF	Per Unit	\$107.01
	SFAP ≤ 1,200 SF	Per Unit	\$85.12
	MFP	Per Unit	\$85.12
	Micro-Unit Property	Per Unit	\$56.77

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

Land Use Class			Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit	\$322.41
	SFDP ≤ 1,200 SF	Per Unit	\$283.72
	SFAP > 1,200 SF	Per Unit	\$283.72
	SFAP ≤ 1,200 SF	Per Unit	\$225.68
	MFP	Per Unit	\$225.68
	Micro-Unit Property	Per Unit	\$150.53

ITEM 16.5.**ATTACHMENT 4
Exhibit C to the Resolution**

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 – (Project Sunrise- Amazon)
Rate and Method of Apportionment of Special Tax

May 2023
Exhibit C

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCELS
(FISCAL YEAR 2022-23)**

Land Use Class		Maximum Tax
Zone 5 Commercial Property	Per Acre or SF	The Greater of \$1,895.61 per Acre or \$0.1839 per SF
Industrial Property	Per Acre or SF	The Greater of \$432.79 per Acre or \$0.0684 per SF

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

Land Use Class		Maximum Tax
Zone 5 Commercial Property	Per Acre or SF	The Greater of \$2,009.37 per Acre or \$0.1949 per SF
Industrial Property	Per Acre or SF	The Greater of \$458.74 per Acre or \$0.0725 per SF

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

Land Use Class		Maximum Tax
Zone 5 Industrial Property	Per Acre or 1,000 SF	The Greater of \$346.22 per Acre or \$151.38 per 1,000 SF

**CITY OF RANCHO CORDOVA
Community Facilities District No. 2008-1
(Street Lighting and Road Maintenance)**

**PETITION
(With Waivers)**

**To Annex to a Community Facilities District
and Related Matters**

To the Honorable City Council,
CITY OF RANCHO CORDOVA
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Members of the Council:

This is a petition to annex to an existing community facilities district and related matters under the Mello-Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the "Act") 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 Act to annex a project into Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance) (the "CFD") to levy special taxes in the CFD.

3. Boundaries. This Petition asks that the territory to be annexed into the boundaries of the CFD consist of those properties listed herein, also shown on the map attached as Exhibit A.

4. Purpose. This Petition asks that the Property be annexed and the special taxes be levied to finance all or a part of the public street, lighting and road maintenance (the "Services") authorized by the Act.

5. Special Taxes. The Petitioner agrees that the City will, subject to the approval of the Petitioner in the proceedings for the CFD be authorized to levy of Special Taxes in the CFD to pay for the Services, subject to the completion of all proceedings by the City under the Act, as shown in Exhibit B.

6. Election. The Petitioner asks that the special property-owner election to be held under the Act to authorize the special taxes for the CFD be conducted by the City and its officials, using a mailed or hand-delivered ballot and that such ballot be canvassed and the results certified at the same meeting of the City Council as the public hearing on the CFD under the Act or as soon thereafter as possible.

7. Additional Waivers. To expedite the completion of the proceedings for the annexation to the CFD, the Petitioner waives all notices of hearing and all published notices, notices of election, applicable waiting periods under the Act 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.

8. Authority Warranted. The Petitioner warrants to the City that the presentation of this Petition, any waivers contained herein, and other actions mandated by the City for the annexation 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 Petitioner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property. If requested by the City, the Petitioner agrees, at its expense, to supply to the City, current title evidence so that the City may verify ownership for the annexation to the CFD.

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

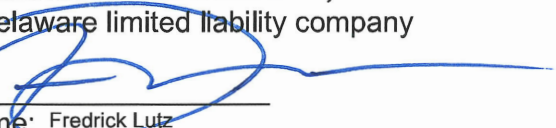
10. Agreements. The Petitioner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions under this Petition, including any amount of cash deposit required to pay for the City's costs for the annexation to the CFD. Petitioner agrees that this Petition shall not be considered as filed with the City for purposes of commencing proceedings for the annexation to the CFD under the Act unless and until deemed filed by the City in its absolute discretion.

The Property is Sacramento County
Assessor Parcel No(s):

APN: 072-4070-005-000

The Petitioners (record owners) are

Amazon.com Services LLC,
a Delaware limited liability company

By: 
Name: Fredrick Lutz
Title: Authorized Signatory
Date: 9/26/2024

The address to which the ballots for the CFD elections are to be sent:

Panattoni Development Company, Inc.
400 Capitol Mall, Suite 2040 | Sacramento, CA 95814

EXHIBIT A

**CITY OF RANCHO CORDOVA
Community Facilities District No. 2008-1
(Street Lighting and Road Maintenance)**

DESCRIPTION OF DISTRICT SERVICES

Maintenance and lighting of public streets and roads

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

Reserve Fund

- The Special Taxes may be collected over several years and set-aside in designated funds , that may be used by the District to fund future repairs to street lighting and roadway improvements and other services as determined by the District.

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)**

**RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX
FOR ANNEXATION NO. 4 (Project Sunrise- Amazon)**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2008-1 (Street Lighting and Road 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. 2008-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD to. 2008-1, 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. 2008-1 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:

"Acreage" or "Acre" means the land area making up 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 or other parcel map recorded at the County Recorder's Office.

"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.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 (Project Sunrise)
Rate and Method of Apportionment of Special Tax

May 2023
Exhibit A

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. 2008-1 as set forth in the documents adopted by the City Council when the CFD was formed.

"CFD" or **"CFD No. 2008-1"** means the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road 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. 2008-1.

"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, video rental stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronic stores, home supply stores, auto parts stores, and other businesses providing auto-related products and services. 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.

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 (Project Sunrise)
Rate and Method of Apportionment of Special Tax

May 2023
Exhibit A

"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. The City shall make the determination if a Parcel is Industrial Property.

"Maximum Special Tax" or "Maximum 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" (MFP) 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 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.

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

"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. 2008-1 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" (SFAP) 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 or more 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" (SFDP) 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.

"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. 2008-1 to pay the Special Tax Requirement.

"Square Foot," "Square Footage," or "Square Feet" (SF) 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. 2008-1 which are not exempt from the Special Tax pursuant to law or Section E below.

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

"Taxable Public Property" means, in any Fiscal Year, all Assessor's Parcels in CFD No. 2008- 1 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

"Tax Zone" means one of the three mutually exclusive tax zones 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.

"Tax Zone 1" means the geographic area that is identified by Assessor's Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 1 and any property annexed into Tax Zone 1 after formation of the CFD.

"Tax Zone 2" means the geographic area that is identified by Assessor's Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 2 and any property annexed into Tax Zone 2 after formation of the CFD.

"Tax Zone 3" means the geographic areas that are identified by Assessor's Parcel number in Attachment 1 of this Rate and Method of Apportionment of Special Tax as Tax Zone 3 and any property annexed into Tax Zone 3 after formation of the CFD.

"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 single room or 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. 2008-1 and shall determine within which Tax Zone each Assessor's Parcel is located. Upon each annexation of property into CFD No. 2008-1, 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, a Private Street Parcel, a 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.

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 (Project Sunrise)
Rate and Method of Apportionment of Special Tax

May 2023
Exhibit A

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. 2008-1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels 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. Tax Zone 1

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 1 for Fiscal Year 2008-09 shall be \$0.0771 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

2. Tax Zone 2

The Maximum Special Tax for a Parcel of Developed Property in Tax Zone 2 for Fiscal Year 2008-09 shall be \$0.0211 per Square Foot. On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

3. Tax Zone 3

The following Maximum Special Taxes apply to all Parcels of Developed Property within Tax Zone 3 of CFD to. 2008-1:

a. Ordinary Use Parcel

MAXIMUM SPECIAL TAXES
 ORDINARY USE PARCEL
 (FISCAL YEAR 2008-09)

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$335.81
	SFDP ≤ 1,200 SF	Per Unit	\$295.51
	SFAP > 1,200 SF	Per Unit	\$295.51
	SFAP ≤ 1,200 SF	Per Unit	\$235.06
	MFP	Per Unit	\$235.06
Commercial Property		Per Acre or SF	The Greater of \$973.30 per Acre or \$0.0944 per SF
Hotel Property		Per Acre or Unit	The Greater of \$2,688.49 per Acre or \$56.98 per Unit
Industrial Property		Per Acre or SF	The Greater of \$222.20 per Acre or \$0.0351 per SF
Office Property		Per Acre or SF	The Greater of \$851.74 per Acre or \$0.0827 per SF

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

b. Residential Alley Parcel

MAXIMUM SPECIAL TAXES
 RESIDENTIAL ALLEY PARCEL
 (FISCAL YEAR 2008-09)

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit \$463.41
	SFDP ≤ 1,200 SF	Per Unit \$407.80
	SFAP > 1,200 SF	Per Unit \$407.80
	SFAP ≤ 1,200 SF	Per Unit \$324.39
	MFP	Per Unit \$324.39
	Commercial Property	N/A
	Hotel Property	N/A
	Industrial Property	N/A
	Office Property	N/A

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

c. Decorative Lighting Parcel

MAXIMUM SPECIAL TAXES
 DECORATIVE LIGHTING PARCEL
 (FISCAL YEAR 2008-09)

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit \$360.99
	SFDP ≤ 1,200 SF	Per Unit \$317.67
	SFAP > 1,200 SF	Per Unit \$317.67
	SFAP ≤ 1,200 SF	Per Unit \$252.69
	MFP	Per Unit \$252.69
	Commercial Property	Per Acre or SF The Greater of \$1,046.30 per Acre or \$0.1015 per SF
	Hotel Property	Per Acre or Unit The Greater of \$2,890.13 per Acre or \$61.25 per Unit
	Industrial Property	Per Acre or SF The Greater of \$238.87 per Acre or \$0.0377 per SF
	Office Property	Per Acre or SF The Greater of \$915.62 per Acre or \$0.0889 per SF

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

d. Additional Load Parcel

MAXIMUM SPECIAL TAXES
 ADDITIONAL LOAD PARCEL
 (FISCAL YEAR 2008-09)

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit
	SFDP ≤ 1,200 SF	Per Unit
	SFAP > 1,200 SF	Per Unit
	SFAP ≤ 1,200 SF	Per Unit
	MFP	Per Unit
Commercial Property		The Greater of \$1,216.63 per Acre or \$0.1180 per SF
Hotel Property		N/A
Industrial Property		The Greater of \$277.75 per Acre or \$0.0439 per SF
Office Property		N/A

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

e. Additional Load and Decorative Lighting Parcel

MAXIMUM SPECIAL TAXES
 ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCEL
 (FISCAL YEAR 2008-09)

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit
	SFDP ≤ 1,200 SF	Per Unit
	SFAP > 1,200 SF	Per Unit
	SFAP ≤ 1,200 SF	Per Unit
	MFP	Per Unit
Commercial Property		The Greater of \$1,289.63 per Acre or \$0.1251 per SF
Hotel Property		N/A
Industrial Property		The Greater of \$294.42 per Acre or \$0.0465 per SF
Office Property		N/A

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

f. Residential Alley and Decorative Lighting Parcel

MAXIMUM SPECIAL TAXES
 RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCEL
 (FISCAL YEAR 2008-09)

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$488.60
	SFDP ≤ 1,200 SF	Per Unit	\$429.97
	SFAP > 1,200 SF	Per Unit	\$429.97
	SFAP ≤ 1,200 SF	Per Unit	\$342.02
	MFP	Per Unit	\$342.02
	Commercial Property	Per Bldg SF	N/A
	Hotel Property	Per Room	N/A
	Industrial Property	Per Bldg SF	N/A
	Office Property	Per Bldg SF	N/A

On each January 1, commencing January 1, 2009, this Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source.

4. Future Annexation Tax Zones

The Maximum Special Tax for new tax zones created for future annexations shall be shown in Attachment 1.

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 (Project Sunrise)
Rate and Method of Apportionment of Special Tax

May 2023
Exhibit 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 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. 2008-1 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. 2008-1 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. 2008-1 that is not Developed Property.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do 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.

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

ATTACHMENT I

CITY OF RANCHO CORDOVA
 COMMUNITY FACILITIES DISTRICT 2008-1
 (STREET LIGHTING AND ROAD MAINTENANCE)

IDENTIFICATION OF TAX ZONES

TAX ZONE 1 & 2

Tax Zone	Annexation No.	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which Property Was Added to CFD No. 2008-1
1	Original	077-0420-001 and 077-0420-002	2008-09
2	Original	067-0010-060	2008-09

** 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.*

TAX ZONE 1 & 2 – Maximum Special Taxes

On each January 1st, the Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source (for the next Fiscal Year).

MAXIMUM SPECIAL TAXES
 (FISCAL YEAR 2022-23)

Land Use Class		Maximum Tax
Zone 1	all Land Uses	Per Bldg SF \$0.1201
Zone 2	all Land Uses	Per Bldg SF \$0.0329

ITEM 16.5.

ATTACHMENT 5

City of Rancho Cordova
Community Facilities District No. 2008-1
(Streets Lighting and Road Maintenance)
Annexation No. 4 (Project Sunrise)
Rate and Method of Apportionment of Special Tax

May 2023
Exhibit A

TAX ZONE 3

Tax Zone	Annexation No.	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which Property Was Added to CFD No. 2008-1
3	Original	067-0990-001	2008-09
		067-1000-001	
		072-0500-040	
		072-0500-041	
3	1	072-0280-093 and 072-0280-097	2008-9
3	2	056-0222-024 and 056-0222-025	2008-9
3	3	077-0050-014	2008-9
3	4	072-0410-100	2008-9
3	5	072-0610-064	2008-9
3	6	072-0570-030	2009-10
3	8	058-0262-001	2009-10
3	9	068-0160-101	2010-11
3	10	072-0280-099	2010-11
3	11	058-0261-054 through 058-0261-056	2011-12
3	12	057-0254-023 through 057-0254-025	2012-13
3	13	058-0261-047	2012-13
3	14	057-0240-030	2012-13
3	15	072-0580-001	2013-14
3	16	058-0540-007 and 058-0540-008	2014-15
3	17	072-0330-018 and 072-0330-062	2016-17
3	18	072-0550-023	2016-17
3	19	072-0410-098 and 072-0410-099	2016-17
3	21	072-0260-052 and 072-0260-055	2017-18
3	22	072-0690-122	2017-18
3	23	072-0510-017	2018-19
3	24	072-0670-003	2018-19
3	25	072-2860-025 through 072-2860-028 and 072-2860-033	2018-19
3	27	058-0270-060	2018-19
3	28	072-3800-001 through 072-3800-018	2019-20
3	29	068-0030-044	2019-20
3	30	072-0450-118	2020-21
3	31	072-2360-042	2020-21
3	32	072-0510-016	2020-21
3	33	072-0410-100	2020-21
3	34	072-0450-062	2021-22
3	35	072-0450-006	2021-22

* 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.

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

TAX ZONE 3 – Maximum Special Taxes

On each January 1st, the Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source (for the next Fiscal Year).

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

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit
	SFDP ≤ 1,200 SF	Per Unit
	SFAP > 1,200 SF	Per Unit
	SFAP ≤ 1,200 SF	Per Unit
	MFP	Per Unit
Commercial Property		The Greater of \$1,516.49 per Acre or \$0.1471 per SF
Hotel Property		The Greater of \$4,188.93 per Acre or \$88.77 per Unit
Industrial Property		The Greater of \$346.22 per Acre or \$0.0547 per SF
Office Property		The Greater of \$1,327.11 per Acre or \$0.1289 per SF

**MAXIMUM SPECIAL TAXES
 RESIDENTIAL ALLEY PARCELS
 (FISCAL YEAR 2022-23)**

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit
	SFDP ≤ 1,200 SF	Per Unit
	SFAP > 1,200 SF	Per Unit
	SFAP ≤ 1,200 SF	Per Unit
	MFP	Per Unit
Commercial Property		N/A
Hotel Property		N/A
Industrial Property		N/A
Office Property		N/A

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

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

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit
	SFDP ≤ 1,200 SF	Per Unit
	SFAP > 1,200 SF	Per Unit
	SFAP ≤ 1,200 SF	Per Unit
	MFP	Per Unit
Commercial Property		The Greater of \$1630.24 per Acre or \$0.1581 per SF
Hotel Property		The Greater of \$4,503.09 per Acre or \$95.43 per Unit
Industrial Property		The Greater of \$372.16 per Acre or \$0.0588 per SF
Office Property		The Greater of \$1,426.62 per Acre or \$0.1385 per SF

**MAXIMUM SPECIAL TAXES
 ADDITIONAL LOAD PARCELS
 (FISCAL YEAR 2022-23)**

Land Use Class		Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit
	SFDP ≤ 1,200 SF	Per Unit
	SFAP > 1,200 SF	Per Unit
	SFAP ≤ 1,200 SF	Per Unit
	MFP	Per Unit
Commercial Property		The Greater of \$1,895.61 per Acre or \$0.1839 per SF
Hotel Property		N/A
Industrial Property		The Greater of \$432.79 per Acre or \$0.0684 per SF
Office Property		N/A

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

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

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	N/A
	SFDP ≤ 1,200 SF	Per Unit	N/A
	SFAP > 1,200 SF	Per Unit	N/A
	SFAP ≤ 1,200 SF	Per Unit	N/A
	MFP	Per Unit	N/A
	Commercial Property	Per Acre or SF	The Greater of \$2,009.37 per Acre or \$0.1949 per SF
	Hotel Property	Per Acre or Unit	N/A
	Industrial Property	Per Acre or SF	The Greater of \$458.74 per Acre or \$0.0725 per SF
	Office Property	Per Acre or SF	N/A

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

Land Use Class			Maximum Tax
Zone 3	SFDP > 1,200 SF	Per Unit	\$761.28
	SFDP ≤ 1,200 SF	Per Unit	\$669.93
	SFAP > 1,200 SF	Per Unit	\$669.93
	SFAP ≤ 1,200 SF	Per Unit	\$532.90
	MFP	Per Unit	\$532.90
	Commercial Property	Per Bldg SF	N/A
	Hotel Property	Per Room	N/A
	Industrial Property	Per Bldg SF	N/A
	Office Property	Per Bldg SF	N/A

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

TAX ZONE 4 (Annexation 20 - Veranda Tract)

Tax Zone	Assessor's Parcels Included in Tax Zone *			Fiscal Year In Which Property Was Added to CFD No. 2008-1
4	072-3400-001	Through	072-3400-058	FY 2017-18
	072-3410-001	Through	072-3410-065	
	072-3420-001	Through	072-3420-050	

** 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.*

Tax Zone 4 – Maximum Special Taxes

On each January 1st, the Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source (for the next Fiscal Year).

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

Land Use Class			Maximum Tax
Zone 4	SFDP > 1,200 SF	Per Unit	\$266.18
	SFDP ≤ 1,200 SF	Per Unit	\$234.24
	SFAP > 1,200 SF	Per Unit	\$234.24
	SFAP ≤ 1,200 SF	Per Unit	\$186.32
	MFP	Per Unit	\$186.32

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

TAX ZONE 5

Tax Zone	Assessor's Parcels Included in Tax Zone *	Fiscal Year In Which Property Was Added to CFD No. 2008-1
5	077-0420-001 and 077-0420-002	Mather Dev pending

* 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.

TAX ZONE 5 – Maximum Special Taxes

On each January 1st, the Maximum Special Tax shall be increased by an amount equal to the percentage increase, if any, in the construction cost index for the San Francisco region for the prior 12-month period (December to December) as published in the Engineering News Record or other comparable source (for the next Fiscal Year).

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

Land Use Class		Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit
	SFDP ≤ 1,200 SF	Per Unit
	SFAP > 1,200 SF	Per Unit
	SFAP ≤ 1,200 SF	Per Unit
	MFP	Per Unit
	Micro-Unit Property	Per Unit
	Commercial Property	Per Acre or SF
	Hotel Property	Per Acre or Unit
	Industrial Property	Per Acre or SF
	Office Property	Per Acre or SF

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

**MAXIMUM SPECIAL TAXES
 RESIDENTIAL ALLEY PARCELS
 (FISCAL YEAR 2022-23)**

Land Use Class		Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit
		\$722.03
	SFDP ≤ 1,200 SF	Per Unit
		\$635.39
	SFAP > 1,200 SF	Per Unit
		\$635.39
	SFAP ≤ 1,200 SF	Per Unit
		\$505.43
	MFP	Per Unit
		\$505.43
	Micro-Unit Property	Per Unit
		\$337.12

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

Land Use Class		Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit
		\$562.46
	SFDP ≤ 1,200 SF	Per Unit
		\$494.96
	SFAP > 1,200 SF	Per Unit
		\$494.96
	SFAP ≤ 1,200 SF	Per Unit
		\$393.72
	MFP	Per Unit
		\$393.72
	Micro-Unit Property	Per Unit
		\$262.61
	Commercial Property	Per Acre or SF
		The Greater of \$1630.24 per Acre or \$0.1581 per SF
	Hotel Property	Per Acre or Unit
		The Greater of \$4,503.09 per Acre or \$95.43 per Unit
	Industrial Property	Per Acre or SF
		The Greater of \$372.16 per Acre or \$0.0588 per SF
	Office Property	Per Acre or SF
		The Greater of \$1,426.62 per Acre or \$0.1385 per SF

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

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

Land Use Class			Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit	\$761.28
	SFDP ≤ 1,200 SF	Per Unit	\$669.93
	SFAP > 1,200 SF	Per Unit	\$669.93
	SFAP ≤ 1,200 SF	Per Unit	\$532.90
	MFP	Per Unit	\$532.90
	Micro-Unit Property	Per Unit	\$355.44

MAXIMUM SPECIAL TAXES
 PRIVATE STREET PARCELS (RESIDENTIAL)
 (FISCAL YEAR 2022-23)

Land Use Class			Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit	\$121.60
	SFDP ≤ 1,200 SF	Per Unit	\$107.01
	SFAP > 1,200 SF	Per Unit	\$107.01
	SFAP ≤ 1,200 SF	Per Unit	\$85.12
	MFP	Per Unit	\$85.12
	Micro-Unit Property	Per Unit	\$56.77

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

Land Use Class			Maximum Tax
Zone 5	SFDP > 1,200 SF	Per Unit	\$322.41
	SFDP ≤ 1,200 SF	Per Unit	\$283.72
	SFAP > 1,200 SF	Per Unit	\$283.72
	SFAP ≤ 1,200 SF	Per Unit	\$225.68
	MFP	Per Unit	\$225.68
	Micro-Unit Property	Per Unit	\$150.53

City of Rancho Cordova
 Community Facilities District No. 2008-1
 (Streets Lighting and Road Maintenance)
 Annexation No. 4 (Project Sunrise)
 Rate and Method of Apportionment of Special Tax

May 2023
 Exhibit A

**MAXIMUM SPECIAL TAXES
 ADDITIONAL LOAD PARCELS
 (FISCAL YEAR 2022-23)**

Land Use Class		Maximum Tax
Zone 5 Commercial Property	Per Acre or SF	The Greater of \$1,895.61 per Acre or \$0.1839 per SF
Industrial Property	Per Acre or SF	The Greater of \$432.79 per Acre or \$0.0684 per SF

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

Land Use Class		Maximum Tax
Zone 5 Commercial Property	Per Acre or SF	The Greater of \$2,009.37 per Acre or \$0.1949 per SF
Industrial Property	Per Acre or SF	The Greater of \$458.74 per Acre or \$0.0725 per SF

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

Land Use Class		Maximum Tax
Zone 5 Industrial Property	Per Acre or 1,000 SF	The Greater of \$346.22 per Acre or \$151.38 per 1,000 SF

ANNEXATION MAP NO. 4
PROJECT SUNRISE

COMMUNITY FACILITIES DISTRICT NO. 2008-1
(STREET LIGHTING AND ROAD MAINTENANCE)

CITY OF RANCHO CORDOVA
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 _____, 2024.

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 4 TO COMMUNITY FACILITIES DISTRICT NO. 2008-1, (STREET LIGHTING AND ROAD 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 _____, 2024, BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

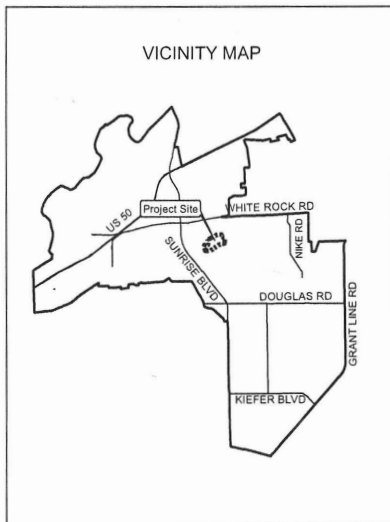
COUNTY RECORDER'S FILING STATEMENT

FILED THIS ____ DAY OF _____, 2024, 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 IS MADE TO THE ORIGINAL BOUNDARY MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED BOUNDARIES OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

REFERENCE IS MADE TO THE FUTURE ANNEXATION AREA MAP OF THE DISTRICT, ENTITLED AND RECORDED AS FOLLOWS:

"PROPOSED FUTURE ANNEXATION AREA OF THE COUNTY OF SACRAMENTO COMMUNITY FACILITIES DISTRICT NO. 2008-1 (STREET LIGHTING AND ROAD MAINTENANCE) AND FUTURE ANNEXATION AREA, RECORDED ON OCTOBER 14, 2008 IN BOOK 110 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF SACRAMENTO COUNTY, CALIFORNIA."

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

1" = 300'

Legend

Annexation Boundary



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

ANNEXATION MAP

City of Rancho Cordova
Community Facilities District No. 2008-1
Annexation 4 (Project Sunrise)
County of Sacramento, California

Sheet 1 of 1

MEMORANDUM



ITEM 16.6.

DATE: November 18, 2024

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2021-299-06 TO INCREASE THE CONTRACT BY \$65,350 TO AN AMOUNT NOT TO EXCEED \$509,118 WITH WOOD RODGERS, INC. FOR ENGINEERING DESIGN AND RIGHT OF WAY ACQUISITION SUPPORT SERVICES FOR THE WHITE ROCK ROAD PHASE 3 - 0.5 MILE EAST OF RANCHO CORDOVA PARKWAY TO THE CITY LIMITS PROJECT, CP22-2228**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract Amendment No. 2021-299-06 with Wood Rodgers, Inc. to increase the contract by \$65,350 to an amount not to exceed \$509,118 for engineering design and right-of-way support services for the White Rock Road Phase 3 - 0.5 mile east of Rancho Cordova Parkway to the City Limits Project, CP22-2228.

BACKGROUND

White Rock Road from 0.5 mile east of Rancho Cordova Parkway to the City limits is currently an undivided two-lane road with narrow shoulders, no bicycle facilities, and poor pavement condition with vertical and horizontal alignment challenges. At full build-out, White Rock Road will include six lanes with class II bicycle lanes, sidewalks, and landscaped median and frontage. In the interim, the road will be four lanes with bike lanes, a landscaped median, storm water facilities, and traffic signals.

This project will facilitate housing development along White Rock Road within the approved Rio del Oro Specific Plan and Westborough Specific Plan. The project will increase safety and beauty of the corridor, promote economic development by improving access to 65,000 existing jobs in Rancho Cordova and 24,000 new jobs from adjacent developments, and provide an alternate route to U.S. 50 that relieves regional congestion.

The road segment of White Rock from Fitzgerald Road to 0.5 mile east of Rancho Cordova Parkway was completed in 2022. This amended contract will complete the design for Phase 3,

a four lane road section from 0.5 mile east of Rancho Cordova Parkway to the Rio Del Oro Parkway intersection and an asphalt overlay of the existing roadway to the easterly City limits. (Attachment 2 - Project Limits). The proposed amendment to Contract No. 2021-299-06 will complete the final design of the four-lane road segment, drainage modifications and additional right of way efforts.

To date, the City has received environmental approvals, successfully secured \$9.5 million in state and federal grants, and is aggressively pursuing additional funding. Wood Rodgers, Inc. performed preliminary engineering on the project for the entire corridor and, therefore, was selected to complete the final design on all phases of the corridor which will maximize efficiency and minimize re-work. Upon completion of the preliminary phase of the project, the City executed separate design contracts to leverage available budget, fund types, grants and schedules associated with different segments of the corridor. Phase 3 of White Rock Road has an estimated project cost of \$12.5 million, which is offset by the awarded grant funds. The preliminary schedule for completion of the final design is in Winter 2025 and construction beginning in Summer 2025.

FISCAL IMPACT AND FUNDING SOURCE

Funding for White Rock Road Phase 3 - Macal Drive to City Limits consists of \$5,500,000 in SACOG Regional Grant, \$4,000,000 Congressional Direct Spending Funds, and Traffic Mitigation Impact Fees. There are no impacts on the City's General Fund.

This project is included in the City's current approved Capital Improvement Plan and in the 2024/25 budget.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2021-299-06

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 2021-299-06 TO INCREASE THE CONTRACT AMOUNT TO AN AMOUNT NOT TO EXCEED \$509,118.00 WITH WOOD RODGERS, INC. FOR THE ENGINEERING DESIGN & RIGHT OF WAY ACQUISITIONS SUPPORT SERVICES FOR THE WHITE ROCK ROAD PHASE 3 - 0.5 MILE EAST OF RANCHO CORDOVA PARKWAY TO THE CITY LIMITS, CP22-2228

WHEREAS, on October 4, 2021, City Council approved Contract No. 2021-299 with Wood Rodgers, Inc. in the amount of \$364,250.00 for engineering design and right of way acquisition support services for White Rock Road Phase 3 - 0.5 Mile East of Rancho Cordova Parkway to the City Limits Project, CP22-2228; and

WHEREAS, on November 1, 2022, the City approved Contract Amendment No. 2021-299-01 to reallocate available budget within the original Contract amount to Task 5 - Grant Application Support; and

WHEREAS, on March 6, 2023, the City approved Contract Amendment No. 2021-299-02 to reallocate the available budget within the original contract amount to Task 2 - Final Design; and

WHEREAS, on January 16, 2024, the City Council approved Contract Amendment No. 2021-299-03, which increased the contract amount by \$30,928 to an amount not to exceed \$395,178 for additional engineering design and right of way acquisition services; and

WHEREAS, on June 17, 2024, the City Council approved Contract Amendment No. 2021-299-04, which increased the contract amount by \$48,590 to an amount not to exceed \$443,768 for additional engineering design, drainage modifications, right of way acquisition and grant writing services; and

WHEREAS, on June 27, 2024, the City approved Contract Amendment No. 2021-299-05 to extend the Contract term to June 30, 2026; and

WHEREAS, the proposed Contract Amendment No. 2021-299-06 will increase the contract amount by \$65,350.00 to an amount not to exceed \$509,118.00 for final engineering design, drainage modifications and right of way acquisition; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act and National Environmental Policy Act and Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact and Section 4(f) Evaluation was approved in January 2016 and re-validated in September 2020; and

WHEREAS, funding for the final phase of the White Rock Road Safety and Beautification Project currently consists of a \$5,500,000 Sacramento Area Council of Governments (SACOG) Regional Grant, \$4,000,000 Congressional Direct Spending Funds, Sacramento Water Agency Funds and Traffic Mitigation Impact Fees. The contract does not impact the City's General

ITEM 16.6.

ATTACHMENT 1

Fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2021-299-06 to increase the Contract amount by \$65,350.00 to an amount not to exceed \$509,118.00 with Wood Rodgers, Inc., in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

**SIXTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND WOOD RODGERS, INC. FOR
ENGINEERING DESIGN AND RIGHT OF WAY ACQUISITION SERVICES FOR THE
WHITE ROCK ROAD PHASE 3 – 0.5 MILE EAST OF RANCHO CORDOVA PARKWAY TO
THE CITY LIMITS PROJECT, CP22-2228**

This Sixth Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Wood Rodgers Inc. ("Professional") as of June 24, 2024. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated October 4, 2021 for the purpose of providing engineering design and right of way acquisition services for Phase 2 of the White Rock Road Safety and Beautification Project; and

WHEREAS, on November 1, 2022, the City approved administrative amendment 2021-299-01 to reallocate available budget within the original contract amount to Task 5 - Grant Application Support; and

WHEREAS, on March 6, 2023, the City approved administrative amendment 2021-299-02 to reallocate available budget within the original contract amount to Task 2 - Final Design; and

WHEREAS, on January 16, 2024, the City approved contract amendment 2021-299-03 to increase the contract amount by \$30,928.00 to an amount not to Exceed \$395,178.00 for Design and Right of Way Services; and

WHEREAS, on June 17, 2024, the City approved contract amendment 2021-299-04 to increase the contract amount by \$48,590 to an amount not to exceed \$443,768 for final engineering design, drainage modifications, right of way acquisition and grant writing services; and

WHEREAS, on June 24, 2024, the City approved administrative amendment 2021-299-05 to extend the performance period to end on June 30, 2026, for final engineering design, drainage modifications, right of way acquisition and grant writing services; and

WHEREAS, the proposed contract amendment 2021-299-06 will increase the contract amount by \$65,350.00 to an amount not to exceed \$509,118.00 for final engineering design, drainage modifications, right of way acquisition and grant writing services; and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$443,768.00. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed **Five Hundred Nine Thousand One Hundred Eighteen Dollars (\$509,118.00)**, notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

2. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
3. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.
4. **Contract Administration.** This Agreement shall be administered by Mr. Edgar Medina, P.E. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

Wood Rodgers, Inc.

Attention: Mark Rayback, P.E. President, Project Manager

Email Address (for Insurance Update Requests): mrayback@woodrodgers.com

Any written notice to City shall be sent to:

City of Rancho Cordova, Dept. of Public Works

Attention: Edgar Medina, P.E.

2729 Prospect Park Drive

Rancho Cordova, Ca. 95670, emedina@cityofranchocordova.org

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

CITY OF RANCHO CORDOVA

**WOOD RODGERS, INC.
PROFESSIONAL**

Micah Runner, City Manager

Mark Rayback, President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

Exhibit A



November 5, 2024

Mr. Edgar Medina, Senior Civil Engineer, Public Works
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

Re: AMENDMENT No. 6

Scope of Work and Budget Modification Request of Consulting Services Agreement for the Preparation of the Plans, Specifications and Estimate for the White Rock Road Widening Phase 3 – Macal Drive to City Limits Project (City Contract No. 2021-299-03)

Mr. Medina,

Wood Rodgers is performing work for the White Rock Road Widening Phase 3 – Macal Drive to City Limits Project that will require additional budget to complete. We are requesting budget approval for the following items:

ADDITIONAL HYDROMODIFICATION AND LOW IMPACT DEVELOPMENT (LID) ANALYSIS

Wood Rodgers has completed the hydromodification and Low Impact Development (LID) analysis that was requested by the City of Rancho Cordova (City). However, the analysis required more effort than was initially anticipated because of the need to rerun the analysis after the roadside ditches were designed. Some of the ditches required a different size from what was modeled due to right of way and site condition constraints. This analysis/design ended up being an iterative process that required a few cycles to finalize.

Wood Rodgers is requesting a supplement of **\$35,470** in budget for the additional work that was performed. **\$25,300** will go towards **Task 2 - Phase 3 Final Design** for design of the ditches and LID facilities, and **\$10,170** will go towards **Task 6 – Hydromodification and LID Analysis** for additional analysis effort. A detailed breakdown of these proposed budget increases are provided in Attachment A.

PLAT AND LEGAL DOCUMENTS

Wood Rodgers is requesting additional budget to complete the preparation of plat and legal documents for right of way and easement acquisitions for the Project. Wood Rodgers was initially scoped and had budget to prepare the documents for nine (9) parcels. However, the single large parcel on the south side of White Rock Road was recently subdivided into 12 smaller parcels, each of which will require its own plat and legal document. This increases the total parcel count to 20. Wood Rodgers understands that the City will provide all title reports for these parcels.

Additionally, Wood Rodgers will need to review and revise the previously prepared plat and legal documents from 2022 for the remaining pre-existing parcels to make sure they are up to date.

Corporate Office: 3301 C Street, Bldg. 100-B • Sacramento, CA 95816 • 916.341.7760 • Fax 916.341.7767
Offices located in California and Nevada
www.woodrogers.com

Mr. Edgar Medina
Request for Amendment No. 6
November 5, 2024
Page 2



Wood Rodgers is requesting **\$29,880** to perform the work described above. This budget will go to a new **Task 7 – Right of Way Services** and will be additional budget. A detailed breakdown of this proposed budget increase is provided in the Attachment A.

In total, this amendment requests to increase the total Contract No. 2021-299-03 budget by **\$65,350.00**.

If you are in agreement with the terms of this amendment, please sign and return. If you require additional information regarding this request, please do not hesitate to contact me at (916) 341-7445.

Sincerely,
WOOD RODGERS, INC.

Steven Robinson, PE, TE
Principal Engineer

In Agreement with the Above Terms:

Signature

Name:

Title:

Organization:

Date

enclosure
8470.021\WRR A6 11052024.doc

ATTACHMENT A													
White Rock Road Widening Phase 3 - Macal Drive to City Limit (Amendment 6)													
 Task Description	WOOD RODGERS												TOTAL COST
	Principal in Charge	Principal Surveyor I	Project Manager/ Associate Engineer II	Senior Surveyor II	Associate Engineer I	Project Surveyor I	Engineer II	Engineer I	CAD Tech. III	Survey Crew	Project Coordinator	TOTAL HOURS	
	\$310	\$275	\$250	\$250	\$240	\$215	\$205	\$190	\$150	\$355	\$165		
TASK 1 - PROJECT MANAGEMENT	0	0	0	0	0	0	0	0	0	0	0	0	\$0
TASK 2 - PHASE 3 FINAL DESIGN	0	0	16	0	0	0	40	50	24	0	0	130	\$25,300
Task 2.1 - Roadway Design												0	
Task 2.2 - Draft PS&E Submittal (90%)												0	
Task 2.3 - Final PS&E (100% Plans)			16				40	50	24			130	
Task 2.4 - Utility Coordination												0	
Task 2.5 - Caltrans Local Assistance Support												0	
TASK 3 - PHASE 3 SCWA WATER LINE DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Task 3.1 - Project Management												0	
Task 3.2 - Data Collection												0	
Task 3.3 - Design Services												0	
Task 3.4 - Permitting												0	
TASK 4 - PHASE 3 BIDDING AND CONSTRUCTION ASSISTANCE	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Task 4.1 - Bidding Assistance												0	
Task 4.2 - SCWA Bid Services												0	
Task 4.3 - Construction Assistance												0	
TASK 5 - GRANT APPLICATION SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	\$0
TASK 6 - HYDROMODIFICATION AND LID ANALYSIS	0	0	0	0	8	0	18	24	0	0	0	50	\$10,170
TASK 7 - RIGHT OF WAY SERVICES	0	20	0	70	0	32	0	0	0	0	0	122	\$29,880
Total Hours (WR)	0	20	16	70	8	32	58	74	24	0	0	302	
TOTAL COST (WR)	\$0	\$5,500	\$4,000	\$17,500	\$1,920	\$6,880	\$11,890	\$14,060	\$3,600	\$0	\$0		\$65,350
Direct Expenses Mileage Plotting, Printing Mailing Total Direct Expenses (WR) \$0 WR Total Cost \$65,350 Amendment 6 Total Cost \$65,350													

MEMORANDUM



ITEM 16.7.

DATE: November 18, 2024
TO: Honorable Mayor and Council Members
FROM: Rita Gass, Chief Technology & Innovation Officer
Rob Nunley, Information Technology Manager
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO PROCURE MICROSOFT 365 G5 LICENSES, UTILIZING THE COUNTY OF RIVERSIDE AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$288,702 ANNUALLY FOR THE NEXT THREE YEARS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to procure Microsoft 365 G5 licenses.

BACKGROUND

The City of Rancho Cordova currently operates using Office 365 G3 licenses, which offer standard productivity tools such as Microsoft Word, Excel, PowerPoint, and Teams. While these tools have been adequate in the past, growing security, compliance, and technology needs now require more advanced solutions. The upgrade to Microsoft 365 G5 licenses offers comprehensive benefits that directly address these needs, especially in the areas of cybersecurity, data governance, and enhanced collaboration. To further enhance productivity, we will also include licenses for CoPilot and CoPilot for Teams to integrate AI-powered assistance into the City's daily operations. The procured licenses would cover the period from January 1, 2025, through December 31, 2027.

The annual amount of \$288,702 covers the necessary Microsoft licensing, including a 10% contingency to account for future growth. This total also encompasses the projected costs for CoPilot and CoPilot for Teams licenses, estimated at \$30 per user per month and \$12 per user per month, respectively. These licensing costs are based on a cooperative agreement managed by the County of Riverside, available for use by other government agencies within the state of California.

The following key factors highlight the necessity and value of the upgrade from O365 G3 to M365 G5 licenses:

1. Enhanced Security and Threat Protection:

- **Advanced Threat Protection (ATP):** G5 licenses provide more sophisticated threat detection and prevention capabilities, including anti-phishing, malware protection, and real-time analysis of potential threats. With an increasing number of cyberattacks targeting local governments, investing in these advanced defenses will significantly reduce the City's exposure to ransomware and other malicious attacks.
 - **Zero Trust Architecture:** G5 includes tools to establish a Zero Trust security model, requiring verification at every stage of digital interaction. This further protects sensitive City data, especially with more staff working remotely or accessing services on the go.
 - **Insider Risk Management:** M365 G5 provides insider risk analytics to detect potential risks originating from within the organization, such as misuse of City data or suspicious behavior by employees.
- 2. Improved Compliance and Data Governance:**
- **Advanced eDiscovery & Litigation Hold:** G5 licenses offer more robust eDiscovery and litigation hold features, making it easier to manage public records, respond to legal requests, and comply with regulatory requirements such as the California Public Records Act (CPRA).
 - **Data Loss Prevention (DLP):** The DLP features of G5 licenses help safeguard sensitive information, ensuring the protection of confidential City data, including citizen information, financial data, and other critical assets.
 - **Records Management:** Enhanced records management capabilities ensure the City remains compliant with both State and federal laws regarding data retention and destruction, avoiding potential fines or legal challenges.
- 3. Advanced Analytics and Reporting:**
- **Power BI Pro and Advanced Analytics:** The M365 G5 licenses include Power BI Pro, which enables staff to analyze data and create insightful reports that drive decision-making. These analytics can be utilized across departments, from public works to finance, helping the City make data-driven decisions.
 - **Microsoft 365 Defender:** The advanced security features include Microsoft 365 Defender, which offers threat analytics and reporting, providing comprehensive insights into the City's security posture and helping identify areas of improvement.
- 4. Improved Collaboration and Communication:**
- **Enhanced Teams Features:** M365 G5 licenses unlock advanced meeting and collaboration capabilities in Microsoft Teams, including meeting recording with transcripts, advanced analytics, and meeting insights, allowing for better communication and project management.
 - **Cloud App Security:** With more employees collaborating and working from different locations, Cloud App Security provides a critical layer of protection for any app or service accessed from the cloud, ensuring data security even when users work remotely.
- 5. Future-Proofing the City's IT Infrastructure:**
- The G5 license package positions the city to adopt future innovations within Microsoft 365, ensuring Rancho Cordova remains on the cutting edge of productivity, security, and compliance technologies.

Investing in the G5 licenses now allows for flexibility and scalability as the city grows and adapts to new digital needs.

FISCAL IMPACT AND FUNDING SOURCE

The agreement is established in an amount not to exceed \$866,106 over the course of the next three years and will be funded by the City's General Fund. The annual amount of these licenses will not exceed \$288,702 included in the Information Technology budget.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO PROCURE MICROSOFT 365 G5 LICENSES IN AN AMOUNT NOT TO EXCEED \$866,106 OVER THE NEXT THREE YEARS

WHEREAS, currently the City uses Office 365 G3 licenses for its standard set of productivity software such as Word, Excel, PowerPoint and Teams; and

WHEREAS, upgrading to Microsoft 365 G5 licenses offers a more comprehensive set of tools specifically addressing cybersecurity, data governance and enhanced collaboration; and

WHEREAS, licensing costs are based on a cooperative agreement managed by the County of Riverside, available for use by other government agencies within the state of California; and

WHEREAS, also to further enhance productivity procuring licenses for Microsoft CoPilot and Microsoft CoPilot for Teams; and

WHEREAS, the annual amount will not exceed \$288,702 over the next three years.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does hereby authorize the City Manager to procure Microsoft 365 G5 licenses in an amount not to exceed \$866,106 over the next three years.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 16.8.

DATE: November 18, 2024
TO: Honorable Mayor and Council Members
FROM: Jeremiah Zillig, Senior Building Plans Examiner
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOURTH AMENDMENT TO CONTRACT NO. 2021-272 WITH BPR CONSULTING GROUP, LLC TO UPDATE THE BILLING RATES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute a fourth amendment to the contract with BPR Consulting Group, LLC to update their billing rates. No other changes are being made to increase the contract limit or to extend the term of the contract.

BACKGROUND

The City and BPR Consulting Group, LLC (the "Consultant") entered into a professional services agreement on August 31, 2021, in the amount of \$750,000 and an expiration date of March 1, 2022, to provide on-call professional plan review, permitting, and field inspection services. The first amendment to that contract effective March 1, 2022, extended the expiration date to December 31, 2025. A second amendment to the contract dated August 1, 2022, amended the scope to include on-call Building Official services. A third amendment to the contract dated March 8, 2023, increased the on-call amount from \$750,000 to \$2,250,500.

None of the previous contract amendments provided for updating the billing rates. This fourth and final amendment updates the Fee Schedule for 2024-2025 rates.

FISCAL IMPACT AND FUNDING SOURCE

The contract is funded through building impact fees.

ATTACHMENT(S)

1. Resolution
2. Contract Amendment No. 2021-272-4

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT NO. 2021-272-4 FOR ON-CALL PROFESSIONAL SERVICES WITH BPR CONSULTING GROUP, LLC TO INCREASE THE BILLING RATES FOR 2024-2025

WHEREAS, the City entered into Professional Services Agreement No. 2021-272 on August 21, 2021, for the purpose of providing on-call professional plan review, permitting, and field inspection services for an amount of \$100,000 with an expiration date of March 1, 2022; and

WHEREAS, a first amendment, Contract No. 2021-272-1, was executed on March 1, 2022, to extend the contract term to December 31, 2025, and increase the compensation not exceeding \$100,000 to not exceeding \$750,000; and

WHEREAS, a second amendment, Contract No. 2021-272-2, effective August 1, 2022, was executed to amend the scope of work to include on-call Building Official services; and

WHEREAS, a third amendment, Contract No. 2021-272-3, effective March 8, 2023, was executed to increase the on-call amount from \$750,000 to \$2,250,000; and

WHEREAS, this fourth amendment, Contract No. 2021-272-4, will update the Fee Schedule of the contract to increase the billing rates for 2024-2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does hereby authorize the City Manager to execute Contract No. 2021-272-4 with BPR Consulting Group, LLC to include an updated Fee Schedule of the Contract to increase the billing rates for 2024-2025.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

David Sander, Mayor

Stacy Leitner, CMC
City Clerk

FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND
BPR CONSULTING GROUP, LLC

This Fourth Amendment to the On-Call Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and BPR Consulting Group, LLC ("Professional") as of October 24, 2024. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated August 31, 2021, for the purpose of providing on-call professional plan review, permitting, and field inspection services; and

WHEREAS, the First Amendment extended the end date of the term from March 1, 2022, to December 31, 2025, and increased the amount from \$100,000 to \$750,000; and

WHEREAS the Second Amendment amended the scope of work to include on-call Building Official services; and

WHEREAS the Third Amendment increased the on-call amount from \$750,000 to \$2,250,000; and

WHEREAS this Fourth Amendment will update Exhibit B (Fee Schedule) for 2024-2025, and

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

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to remove Exhibit B to this Agreement in its entirety and replace such exhibit with the Exhibit B attached herein to reflect an updated schedule of hourly billing rates. The document entitled "Exhibit B – Cost Information," attached hereto as **Exhibit B**, shall replace and supersede the PSA's **Exhibit B**.
2. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
3. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

ITEM 16.8.

ATTACHMENT 2
Contract No. 2021-272-4

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

CITY OF RANCHO CORDOVA

BPR CONSULTING GROUP, LLC

Micah Runner, City Manager

Bill Rodgers,
Director of Plan Review Services

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT B – COST INFORMATION**PLAN REVIEW, INSPECTION, AND PERMITTING SERVICE PACKAGES**

Plan reviews, inspections and permitting services will be provided in whole or in part using one of the following “packages” as defined by the City of Rancho Cordova:

Plan Review Service Package A

Service includes complete **structural and nonstructural commercial plan review** using the current edition of the California Building Standards Codes (CBSC) and City-specific regulations and policies.

Plan Review Service Package B

Service includes **complete nonstructural commercial building** plan review using the current edition of the California Building Standards Codes (CBSC) and City-specific regulations and policies.

Plan Review Service Package C

Service includes **complete structural commercial building plan review** using the current edition of the California Building Standards Codes (CBSC) and City-specific regulations and policies.

Plan Review Service Package D

Service includes **complete residential building plan review** including structural and nonstructural using current edition of the California Building Standards Codes (CBSC) and City-specific regulations and policies.

Plan Review Service Package E

Service includes complete **structural residential plan reviews** using the current edition of the California Building Standards Codes (CBSC) and City-specific regulations and policies.

Plan Review Service Package F

Service includes **non-structural plan review services** provided on an hourly fee basis.

Plan Review Service Package G

Service includes **structural plan review services** provided on an hourly fee basis.

Inspection Service Package H

Service includes **commercial building inspection services** covering building, plumbing, mechanical and electrical trades. These services will be provided on an hourly fee basis.

Inspection Service Package I

Service includes **residential building inspection services** covering building, plumbing, mechanical and electrical trades. These services will be provided on an hourly fee basis.

Permit Processing Service Package J

Service includes **in-house permit processing services**. This service will be provided on an hourly fee basis.

Other Services Offered

Additional services offered by BPR Consulting Group include fire plan review using the California Fire Code, fire inspection, ADA access compliance review and inspections, site and civil plan review, site civil inspections, and miscellaneous technical consulting.

These services can be provided on a time and materials basis which can be negotiated on a project-by-project basis.

FEE MATRIX

For plan review and inspection services we propose the following fees for the specified service packages and options. The fees are expressed as a percentage of the plan review fee collected by the City of Rancho Cordova or hourly as specified in the "Schedule of Hourly Billing Rates", below.

Service Pkg.	Project Type					Discipline		Fee
	Commercial	Residential	Building Inspection	Site Inspection	Permit Processing	Non-struct	Struct	
A	✓					✓	✓	65%
B	✓					✓		40%
C	✓						✓	40%
D		✓				✓	✓	65%
E		✓					✓	40%
F	✓	✓				✓		Hourly
G	✓	✓					✓	Hourly
H	✓		✓					Hourly
I		✓	✓					Hourly
J					✓			Hourly
Other Services								Hourly as negotiated

SCHEDULE OF HOURLY BILLING RATES

The rates displayed in the schedule below reflect BPR's current hourly billing rates.

CLASSIFICATION.....	HOURLY BILLING RATE
Licensed Plan Review Engineer/Architect	\$130
(structural, civil, electrical, mechanical, fire protection, architect)	
ICC Certified Plans Examiner.....	105
CASp Plans Examiner or Inspector.....	105
ICC Certified Inspector, Commercial, full-time.....	115
ICC Certified Inspector, Residential, full-time	75-105
ICC Certified Inspector, all, <u>less than full-time basis</u>	115
Licensed Fire Protection Engineer	130
ICC Fire Plans Examiner.....	105
ICC Fire Inspector.....	105
Permit Technician.....	75
Housing Inspector / Code Enforcement Officer.....	75-115
Inspection Overtime	125% of above-listed hourly rates
Mileage	Current IRS rate

In addition to the fees noted in the service packages above, we propose the following terms and conditions:

- For partial reviews such as foundation only, electrical only, preliminary reviews, etc., we propose to use the hourly rate specified in Service Packages F or G above.
- For expedited or fast-track projects, (those with turn-around times shorter than proposed in the previous "Availability / Schedule" section), we propose a 50% premium on the above noted fees contingent upon the availability of staff to perform the plan review.
- For the review of deferred submittals such as truss calculations, stairs, etc., submitted after the projects has been approved, we propose to use the hourly rate specified in Service Packages F or G above.
- For the review of revisions to previously approved drawings, we propose to use the hourly rate specified in Service Packages F or G above.
- The above noted plan review fees covers a first, second and third final review for approval purposes only. We propose that additional reviews beyond that point should be billed additionally, in accordance with the hourly rate specified in Plan Review Packages F or G above with advance approval from the jurisdiction.
- We propose a minimum fee of \$300.00 for any plan review service.
- There will be a minimum four (4) hour per day fee for all inspection services.
- There will be a minimum four (4) hour per day fee for all in-house plan review, consulting and support staff services.
- There is no charge for courier or shipping services.
- On each anniversary of the contract start date, BPR may increase hourly rates based on the annual change of the West Region CPI, not to exceed 3%.

BPR

MEMORANDUM



ITEM 19.1.

DATE: November 18, 2024
TO: Honorable Mayor and Council Members
FROM: Randi Kay Stephens, Management Analyst II
Lindsay Samples, Management Analyst I
SUBJECT: **MEASURE R AND MEASURE H/COMMUNITY ENHANCEMENT & INVESTMENT FUND CITIZEN OVERSIGHT BOARD APPOINTMENTS**

RECOMMENDATION

Discuss, and select, by a majority vote of the full City Council, two, two-year term board members and two, one-year term at-large student appointees, to fill the combined Measure R and Measure H/Community Enhancement & Investment Fund Citizen Oversight Board.

RESULT OF RECOMMENDED ACTION

The two Oversight Board members and two at-large student appointees will be appointed to provide a review of how tax revenues from Measure H and Measure R are spent by the City.

BACKGROUND

With the passage of Measure H in 2014, the City Council expressed interest in establishing an oversight board that would review the way Community Enhancement & Investment Funds were spent. While not required by the voter approved sales tax measure, this oversight board would provide an additional layer of transparency to the community. With the passage of Measure R in 2020, citizen oversight was required, per the ballot language, and is accomplished by expanding the duties of the Oversight Board to review how tax revenues from both Measure H and Measure R are spent by the City of Rancho Cordova. The expanded language was part of Resolution No. 126-2021 approved by Council on August 16, 2021.

At the City Council meeting on August 21, 2017, Council provided direction to staff on the parameters for establishing an oversight board. On October 16, 2017, Council adopted Resolution No. 129-2017 establishing a Community Enhancement Fund Citizen Oversight Board (Oversight Board) with the goal of having the board members appointed in early 2018. In March 2018, five Oversight Board members were appointed by the City Council to provide a review of how tax revenues from Measure H are spent by the City. The appointed members took their oath of office in May 2018 and fulfilled their two-year terms. In 2020, the Oversight Board was expanded to seven members through Resolution No. 118-2020. The City Council updated the roles and responsibilities and number of appointments to a total of five in Resolution No. 115-2024.

Per Council direction, staff coordinates with Folsom Lake College and the City's three school

districts (Folsom Cordova Unified School District, Sacramento City Unified School District, and Elk Grove Unified School District) to receive recommendations for student representation on the Oversight Board. The high school representative rotates among the three primary school districts serving Rancho Cordova with an Elk Grove Unified School District student participating in 2024-2025. The terms of at-large student appointees remain one-year terms in recognition of student graduations, and to allow appointees from the various school districts to serve on the Oversight Board.

In 2024, three oversight board members' terms of service finished, and another oversight board member shared they are moving. In August, the city opened an application to invite residents of Rancho Cordova to apply to serve four-year terms on the Community Enhancement & Investment Fund Citizen Oversight Board. The City recruited applications from interested full-time residents who are registered voters in Rancho Cordova and are 18 years of age and older. Since there are three current appointments serving through 2026, two applicants may be appointed in alignment with Resolution No. 115-2024. Of the seven applications received, six are eligible per their confirmed voter registration status and responses provided to the questions as verified by counsel. Two applicants withdrew from consideration, leaving four eligible applicants.

Additionally, City staff coordinated with Elk Grove Unified School District and Folsom Lake College and to receive recommendations for student/at-large representation on the Oversight Board. The city received four applications for the single term to be represented by Elk Grove Unified School District and one application for the seat representing Folsom Lake College in 2024-2025.

Staff has attached the applications and resumes, where available, as submitted by the adult applicants and the student/at-large applicants.

FISCAL IMPACT AND FUNDING SOURCE

The only fiscal impact is the cost of staff time to prepare for and participate in Citizen Oversight Board meetings, which is included as part of the administrative allocation that is made annually.

ATTACHMENT(S)

1. Presentation
2. Adult Applications Redacted
3. Student / At-Large Applications Redacted

MEASURE R AND MEASURE H COMMUNITY ENHANCEMENT & INVESTMENT FUND CITIZEN OVERSIGHT BOARD APPOINTMENTS

November 18, 2024



AGENDA



- Staff will share background on the Measure R and Measure H Citizen Oversight Board for the Community Enhancement & Investment Fund
- Council will discuss and select two (4) four-year term board members and two (2) one-year term at-large student appointees to the Oversight Board

2024 OVERSIGHT BOARD APPOINTMENTS

Two oversight board members and two at-large student appointees will be appointed to provide a review of how tax revenues from Measure H and Measure R are spent by the City.

The new appointees will take their oath of office at their first meeting

	Four-Year Term	One-Year Term
No. of Available Appointments	2	2

ADULT APPLICANTS

- Council to Discuss & Select Two (2) Citizen Oversight Board Members to serve four-year terms
 - 6 applicants were confirmed eligible to serve. Staff verified:
 - Age
 - Residence
 - Voter Registration Status

AT-LARGE/STUDENT APPLICANTS

- Council to Discuss & Select Two (2) At-Large/Student Citizen Oversight Board Members to serve one-year terms
 - One may typically represent a high school from one of our three school districts. For Academic Year 2024-2025, Elk Grove Unified School District will have representation. Three applicants are students at Pleasant Grove High School and one is a student at Sheldon High High School.
 - The City received one application from a Promise Student/Alumni during this application period.

- Submission #3444763
- IP Address 73.66.141.252
- Submission Recorded On 09/01/2024 8:25 PM
- Time to Take Survey 7 minutes, 47 seconds

Page 1

*1. Full Name

Houa Vang

*2. Full Address

[REDACTED]
[REDACTED]
[REDACTED]

*3. Phone

[REDACTED]

*4. Email

[REDACTED]

*5. How many years have you been a Rancho Cordova resident?

11

*6. If employed, what is the name of your employer?

Opening Doors, Inc.

*7. Do you own property or have business interests in the City of Rancho Cordova? ?

No

[Click here to download the Statement of Economic Interests, Form 700.](#) This form is used to ascertain potential conflicts of interest. If appointed to the Citizen Oversight Board, a Statement of Economic Interests, Form 700, will be required to be filled out and submitted. This document will become a public record. The Form 700 is shared here for informational purposes only and is not required during the application process.

*

8. The Citizen Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

First three Wednesdays of each month and all Tuesdays from Sept-Nov 2024.

*9. You must be available to attend an in-person meeting in the evening in Fall 2024 and/or Winter 2025. Can you attend in-person meetings?

Yes

*10. List your past experience serving within the community of Rancho Cordova.

Christmas in Cordova, Gift Wrapper Volunteer, 2018 & 2019

*11. Have you ever served as a Citizen Oversight Board member before?

No

*12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Citizen Oversight Board.

I will be bringing 5+ years of professional experience in the non-profit service industry with intermediate grant compliance experience, ensuring all program casefile management and program procedures are meeting the funder's policies and annual audits. I also have 5+ years of intermediate reporting skillsets that relate to contributing to annual reports for board members and providing annual/quarterly reports to funders with qualitative and quantitative data regarding program deliverables, status, amendments, invoicing for reimbursement, and usage of funds--along with basic budgeting experience relating to expenditure costs. One of my career highlights is presenting at a federal grantor's annual conference in August to 30 subgrantees on best practices on managing digital casefiles to meet program compliance which resulted in great feedback and adopting some practices from the attendees. Overall, I am a collaborator with strong verbal and written communication skills, analytical abilities, and detailed-oriented who is dedicated to serving for the betterment of her community with a splash of compassion and empathy!

*13. State why you want to serve on the Citizen Oversight Board.

I want to serve on the Citizen Oversight Board because I want to be involved with the community, bringing with me my nonprofit, grant compliance, reporting, and basic expenditure budgeting knowledge that would be of great value to meet the needs and objectives of the board. I have seen how Rancho Cordova has improved so much from its beautification projects and grown economically since I was first introduced to it almost 15 years ago by my two older sisters that I want to continue to help it flourish in this avenue. As a resident and outside of my profession, I come with compassion to give back to the community. I started as a resident attending many of Rancho Cordova's events like RCPD Neighborhood Watch, Fourth of July, Summer Movies/Concert at the Park, etc. and slowly transitioned my way to serving the city by donating/volunteering at Christmas in Cordova as a Gift Wrapper for two years and became a recent graduate at the RCPD Citizen's Academy to better my understanding of the criminal justice system in the city/county. With my professional experience, dedication, and genuine interest to further grow my involvement with the city to meet its goals from this board, I believe I will be a great fit to serve on the board.

*

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

*15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?

No

*

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Citizen Oversight Board?

No

17. Use this space to provide any additional information or comments.

SKIPPED

18. Please attach your resume.

Resume_Houa Vang.pdf

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

SKIPPED

*

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside

full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

HOUA VANG

██████████ | ██████████ | Rancho Cordova, CA 95670

Achiever | Futuristic | Relator | Learner | Deliberative

PROFILE

Organized and self-motivated professional driven to achieving goals that strengthen the organization, its people, and the communities it serves. Dedicated to exemplary teamwork and continuous learning. Key skills and experience include:

- | | | |
|---------------------------------|--------------------------------------|---|
| ▪ Problem Solving | ▪ Critical Thinking | ▪ Written & Verbal Communication |
| ▪ Emotional Intelligence | ▪ Strong Project Coordination | ▪ Multi-task between tight deadlines |

WORK EXPERIENCE
Economic Prosperity Programs Coordinator – Economic Prosperity Department

Opening Doors, Inc., Sacramento, CA

2023 – Present

- Supporting implementation of Economic Prosperity program plans and strategies to meet the needs of the refugee and immigrant communities regarding higher/continue education, financial literacy, microlending, small business counseling, and workforce development.
- Supporting grants management including managing databases, drafting reports, collecting supporting documentation, and creating invoices. Grants range from private, local, state, and federal funding.
- Contributing to the development and review of policies and systems that enhance the quality of service delivery and ensure compliance in Economic Prosperity programming.
- Monitoring program goals and objectives as well as mechanisms for measuring program's success in achieving goals. Oversees data collection that supports program measurements.
- Managing the office supplies budget and purchases for the department.
- Collaborating with External Affairs department to provide programmatic qualitative and quantitative data to contribute to the organization's annual reports, e-newsletters, donor letters, and website.

Program Officer – U.S. Department of Transportation, Small Business Transportation Resource Center

California Asian Pacific Chamber of Commerce, Sacramento, CA

2021 - 2023

- Drafted monthly and quarterly reports to funder regarding programmatic deliverables.
- Provided exceptional program management and development of the Small Construction Business Development Program to assist a cohort of small disadvantaged and minority businesses in the construction and transportation industries to compete in bond-related government contracts. Also ensured the program complied to funder's policies. Assists clients in the southwest region of California, Nevada, Hawaii, and Arizona.
- Collaborated with the Communications and Marketing department to provide programmatic qualitative and quantitative data to contribute to the organization's annual report, e-newsletters, and website.
- Successfully executed the Development Program within three months of hire, with minimal supervision, and during times of staff and leadership transitions. The program had an 80% participant-passing rate.
- Executed 4 programs thus far with a \$350,000+ increase in participant bonding capacity and brought in over 90+ new SBTRC clients through outreach efforts.
- Strategized with the Program Director on retention, marketing, and outreach to promote the program to increase the number of participants for upcoming programs. Responsible for the development of marketing and communication materials.
- Strategized a long-term vision to host future programs and partnership development to other southwest regional states.
- Supported Program Director with supporting documentation, program data, and procedures during funder's site visits.
- Contracted, recruited, and coordinated with subject matter experts to speak on various business development/management practices to a cohort of small minority businesses. Subject matter experts varied in various professional backgrounds such as statewide and federal government members, consultants, bankers, non-profits, bond/insurance agencies, accountants, financial advisors, and more.
- Led internal efforts to find solutions to collect bonding and awarded contracting data from clients on a regular basis, in addition to developing qualitative and exporting quantitative data from Neoserra (CRM system) for the program and Chamber's reporting efforts.
- Designed feedback surveys from participants, analyzing results, and writing reports on findings with suggested solutions to better improve the program to meet client needs.
- Proactively researched and attend webinars to increase industry knowledge in government contracting practices, bonding process, small minority businesses challenges, construction, and transportation to better inform our Resource Center's decisions and direction of the program and meet our clients' needs.

HOUA VANG

[REDACTED] | [REDACTED] | Rancho Cordova, CA 95670

Achiever | Futuristic | Relator | Learner | Deliberative

Project Associate - Project: California Governor's Listos California Emergency Preparedness Campaign

Valley Vision, Inc., Sacramento, CA

2019 - 2021

- Contributed to the development of the impact report regarding the success of the campaign with programmatic qualitative and quantitative data with magazine designers, copywriters/editors, and a strategic consulting firm.
- Coordinated technical assistance training, correspondence, webinars, weekly meetings, and one-on-one sessions with subgrantees of non-profit partners to improve their services/accessibility of emergency preparedness resources to vulnerable populations in the APIA communities, people with disabilities,unhoused, and seniors in California.
- Managed and developed strong vendor relationships and negotiations of up to 6 to 8 vendors.
- Managed and tracked technology equipment shipments in partnership with AmeriCorps NCCC while providing exceptional technical support and cellular data management to 200 of its members on a national scale within a month's timeframe.
- Successfully secured an event partnership with the Natural Disaster Expo to help promote Listos California on a national scale via the event's marketing and communications platforms.
- Designed a tool for record management of produced digital materials, email correspondences, and guidance for statewide partners' reference; statewide partners indicated this was the top three most helpful resource.
- Assisted in designing feedback surveys from partners, analyzing results, and writing reports on findings with suggested solutions to better improve technical assistance to meet partners' needs.
- Took the initiative to analyze e-newsletter engagements for a data-driven solutions approach to solve unsubscribes and reader/audience retention; analysis was presented to the organization at large for input and approval.
- Took the initiative to manage the successful production of two statewide webinars with nonprofit partners in partnership with the Governor's Office to obtain feedback regarding COVID-19 messaging to diverse and vulnerable populations.

Student Program Assistant (Part-Time Positions)

California State University, Sacramento, Sacramento, CA

2014 – 2018

- Co-led, advised, mentored, and provided campus resources to a classroom of APIA first- and second-year students.
- Implemented an academic recovery program for students on academic probation through research, creating a workshop, formulating advising requirements, and generating assessments to evaluate the effectiveness of the program.
- Co-led and assisted in the creation of various professional, leadership, and educational development workshops for APIA, low-income, and first-generation students. Developed a collaborative partnership with various campus partners to speak on mentioned topics to a group of 20-100 students.
- Trained, onboarded, and mentored student assistants and facilitators regarding their roles, responsibilities, and navigating office policies/culture.
- Managed and co-created a leadership blog as a marketing strategy to advertise upcoming workshops by researching target audiences, scheduling interviews with student organizations, transcribing interview recordings, develop and writing content for monthly blogs; the blog resulted in students attending our workshops with 67%-83% attendance rate per workshop
- Contacted local businesses for in-kind donations for semi-Annual Leadership Conferences, results between \$500 - \$1,000 worth of in-kind donations per year.
- Roles held in the following departments/programs: Full Circle Project, Student Organizations & Leadership, Leadership Initiative, Equal Opportunity Program, and First Year Experience.

EDUCATIONCalifornia State University, Sacramento
Bachelor of Arts, PsychologySacramento, CA
2018

VOLUNTEER WORK AND PRESENTATIONSManaging Digital Casefiles Best Practices (for auditing), *Co-Presenter*

2024

Iu-Mein Community Services, *Food Faire Volunteer*

2024-Present

Sacramento SPCA, *Cat Socializer Volunteer*

2022-Present

APIA Scholars, *Scholarship Reader*

2022-Present

Asian Pacific Islander Desi American College Day at Sacramento State, *Co-Presenter*

3/2021

- Co-Presented with Valley Vision on Work Readiness: Skills Needed for the Future

- Co-Presented with APIA Scholars on Cultivating Your Authentic Leadership Style

Christmas in Cordova, *Gift Wrapper Volunteer*

2018 and 2019

Active Minds National Conference, 'Utilizing Emotional Intelligence in Leadership Roles', *Co-Presenter*

11/2016

Submission # 3552318
IP Address 98.255.62.12
Submission Recorded On 10/15/2024 11:16 AM
Time to Take Survey 20 minutes, 8 seconds

Page 1

*** 1. Full Name**

Jason Williams

*** 2. Full Address**

[REDACTED]
[REDACTED]

*** 3. Phone**

[REDACTED]

*** 4. Email**

[REDACTED]

*** 5. How many years have you been a Rancho Cordova resident?**

4

*** 6. If employed, what is the name of your employer?**

Burning Barrel Brewing Company

*** 7. Do you own property or have business interests in the City of Rancho Cordova? ?**

Yes

[Click here to download the Statement of Economic Interests, Form 700.](#) This form is used to ascertain potential conflicts of interest. If appointed to the Citizen Oversight Board, a Statement of Economic Interests, Form 700, will be required to be filled out and submitted. This document will become a public record. The Form 700 is shared here for informational purposes only and is not required during the application process.

*

8. The Citizen Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

I do not have any schedule conflicts with the mentioned frequency and time of the meetings.

*** 9. You must be available to attend an in-person meeting in the evening in Fall 2024 and/or Winter 2025. Can you attend in-person meetings?**

Yes

*** 10. List your past experience serving within the community of Rancho Cordova.**

I have no formal experience serving within Rancho Cordova, aside from operating a manufacturing business in the city and receiving an official proclamation from the city.

*** 11. Have you ever served as a Citizen Oversight Board member before?**

No

*** 12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Citizen Oversight Board.**

I have a strong professional background within the quality assurance realm, with years of experience in both the military and civilian aviation industry. I have a keen eye for seeing through issues and finding discrepancies.

*** 13. State why you want to serve on the Citizen Oversight Board.**

I want to have a small part in making sure that the funds we receive as a result of the measures WE passed, actually go towards benefiting our community and not just to projects that yield no visible results to our citizens and the businesses operating within this city. I feel that my perspective could be beneficial and i hope to make some sort of positive difference.

*

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

*** 15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?**

No

*

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Citizen Oversight Board?

No

17. Use this space to provide any additional information or comments.

I am a professional craft beer head brewer that has been in this industry now for 10 years. Before brewing I was an aviation maintenance professional for Gulfstream aerospace, and before that I was in the US Navy as an aviation electrician. I served overseas from 2007-2008 with the US Army where I became a combat veteran during OIF. I do realize that a prepared CV would be nice, however I do not have one prepared simply because I have no intent of ever leaving the company I have helped found and I simply do not have one prepped. I am a citizen that would love to be part of improving Rancho Cordova and I do feel that my variety of professional experiences would be an asset to this board.

18. Please attach your resume.

SKIPPED

****SKIPPED****

22. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

****SKIPPED****

23. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

Submission # 3571146
 IP Address 98.36.208.48
 Submission Recorded On 10/23/2024 8:13 PM
 Time to Take Survey 17 minutes, 34 seconds

Page 1

*** 1. Full Name**

Zenaida Zamora

*** 2. Full Address**

[REDACTED]

*** 3. Phone**

[REDACTED]

*** 4. Email**

[REDACTED]

*** 5. How many years have you been a Rancho Cordova resident?**

4

*** 6. If employed, what is the name of your employer?**

ETS (Educational Testing Service)

*** 7. Do you own property or have business interests in the City of Rancho Cordova? ?**

No

[Click here to download the Statement of Economic Interests, Form 700.](#) This form is used to ascertain potential conflicts of interest. If appointed to the Citizen Oversight Board, a Statement of Economic Interests, Form 700, will be required to be filled out and submitted. This document will become a public record. The Form 700 is shared here for informational purposes only and is not required during the application process.

*

8. The Citizen Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

Every other Wednesday and every Thursday.

*** 9. You must be available to attend an in-person meeting in the evening in Fall 2024 and/or Winter 2025. Can you attend in-person meetings?**

Yes

*** 10. List your past experience serving within the community of Rancho Cordova.**

None with the community directly other than with the schools. I do volunteer with FCUSD. For three years I was on their Safety Steering Committee. This year I'm on the School Site Council at White Rock Elementary and about to start volunteering with the Climate Team at Cordova High School.

*** 11. Have you ever served as a Citizen Oversight Board member before?**

No

*** 12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Citizen Oversight Board.**

I'm very open minded and like to look at both sides of the picture. I have worked with data for about 8 years before changing careers to with with educational testing. Both of those jobs have allowed me to be detail oriented and ensure the work done is understandable and precise, with no room for errors. I know the struggles of living in the rough area of Rancho Cordova and can understand the needs of that community better. I also have a lot of patience.

*** 13. State why you want to serve on the Citizen Oversight Board.**

I love to keep learning and expanding my skills. Volunteering is a passion of mine and would love to serve my community better. I believe serving on this community will help me become more aware of the programs being offered and grants that are available for the community. Becoming involved will only help me become a more well informed citizen.

*

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

*** 15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?**

No

*

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Citizen Oversight Board?

No

17. Use this space to provide any additional information or comments.

SKIPPED

18. Please attach your resume.

SKIPPED

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

SKIPPED

*

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

Submission # 3590607
 IP Address 99.88.121.66
 Submission Recorded On 11/01/2024 7:02 PM
 Time to Take Survey 7 minutes, 3 seconds

Page 1

*** 1. Full Name**

Kristina Pehur

*** 2. Full Address**

[REDACTED]

*** 3. Phone**

[REDACTED]

*** 4. Email**

[REDACTED]

*** 5. How many years have you been a Rancho Cordova resident?**

11

*** 6. If employed, what is the name of your employer?**

California Department of Human Resources (State of California)

*** 7. Do you own property or have business interests in the City of Rancho Cordova? ?**

Yes

[Click here to download the Statement of Economic Interests, Form 700.](#) This form is used to ascertain potential conflicts of interest. If appointed to the Citizen Oversight Board, a Statement of Economic Interests, Form 700, will be required to be filled out and submitted. This document will become a public record. The Form 700 is shared here for informational purposes only and is not required during the application process.

*

8. The Citizen Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

I am available any day of the week, except in the summer June-August.

*** 9. You must be available to attend an in-person meeting in the evening in Fall 2024 and/or Winter 2025. Can you attend in-person meetings?**

Yes

*** 10. List your past experience serving within the community of Rancho Cordova.**

I have no such experience but I completed RC Police Department Citizens' Academy.

*** 11. Have you ever served as a Citizen Oversight Board member before?**

No

*** 12. I believe I will bring the following strengths, skills, knowledge and assets to service on the Citizen Oversight Board.**

As a former tax auditor with BOE/CDTFA, and current CPA and Attorney, I believe I am perfect for this position as I am familiar with audit procedures and legal aspects of many issues, or I can easily research them.

*** 13. State why you want to serve on the Citizen Oversight Board.**

I feel like my background is perfect for this job and I'd like to volunteer where my skills matter. I also care about my community where I've been living for almost 12 years now.

*

14. Have you ever been a direct recipient of a Community Enhancement & Investment Fund Grant? This means you are/were a paid employee who received more than \$500 in the last 12 months from an organization or individual that received a grant or that you personally received one.

No

*** 15. Are you a current direct recipient of a Community Enhancement & Investment Fund grant?**

No

*

16. Do you know of any reason, such as a conflict of interest (financial or otherwise), that would adversely affect your ability to serve on the Citizen Oversight Board?

No

17. Use this space to provide any additional information or comments.

I apologize for submitting this application late. I know the due date was today at 5pm but I've been busy with everything in my life and just remembered that I wanted to apply. Normally, I don't miss deadlines. I hope you don't hold this against me, since the application is still available online to apply!

18. Please attach your resume.

K PEHUR-Resume Nov 2024.pdf

19. Upload any additional documentation here. Examples of additional documentation are letters of recommendation, etc.

SKIPPED

*

20. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief. I legally

reside full time in the city limits of Rancho Cordova, am at least 18 years of age, and a registered voter of Rancho Cordova.

Yes

KRISTINA PEHUR, CPA, Esq.

LICENSES

Attorney at Law, State Bar of California • Issued: November 2023 • License # 351414 (Active)

Certified Public Accountant, California Board of Accountancy • Issued: January 2014 • License # 122252 (Active)

EDUCATION

Juris Doctor, Lincoln Law School of Sacramento, CA • Summa Cum Laude, Valedictorian

Master of Business Administration, CSU, Sacramento, CA • 3.95 GPA

Master of Science in Accountancy, CSU, Sacramento, CA • 3.97 GPA

Master of Arts in English & Russian, Adam Mickiewicz University of Poznan, Poland • 3.0 GPA

PROFESSIONAL EXPERIENCE

State of California, Sacramento, CA

June 2011 - Present

Labor Relations Counsel, Department of Human Resources (Cal HR) (01/2024-Present)

- Represented state departments in arbitration hearings regarding collective bargaining agreement disputes.
- Assisted with administrative hearings before PERB, State Personnel Board, and Cal HR's Statutory Appeals Unit.
- Conducted research and prepared legal opinions on various FLSA issues and Proposition 32 (Minimum Wage).

Technical Advisor, Taxpayers' Rights Advocate Office, Tax & Fee Administration (CDTFA) (04/2018-01/2024)

- Independently investigated and resolved taxpayers' complaints involving various compliance and audit issues.
- Tactfully handled and negotiated resolution of sensitive taxpayer issues that involved high-level managers.

Acting Staff Services Manager I, Governor's Office of Emergency Services (Cal OES) (07/2017-03/2018)

- Developed and implemented Standard Operating Procedures for processing and handling employees' requests for Public Assistance Applicant Files from the File Room.
- Developed and implemented checklists to ensure quality of outgoing correspondence; reviewed all outgoing correspondence for accuracy, completeness, and compliance with federal and state grant program requirements.

Senior Internal Auditor - Quality Assurance, Governor's Office of Emergency Services (Cal OES) (03/2017-07/2017)

- Provided technical expertise and quality assurance reviews on agency's audits and financial reporting.
- Assisted with establishing new SMART objectives, completing the State Leadership Accountability Act (SLAA) reporting requirements, updating the Risk-Based Audit Plan, and creating audit plan and program templates.

Grants Monitoring Supervisor, Governor's Office of Emergency Services (Cal OES) (03/2016-03/2017)

- Provided direct supervision to Associate Management Auditors and Staff Services Management Auditors.
- Provided direction, guidance, and recommendations to ensure compliance with federal and state rules and regulations pertaining to Victim Services, Homeland Security, and Emergency Management Grants.

Associate Tax Auditor, Board of Equalization (BOE) (09/2013-03/2016)

- Performed various field audits of medium to large companies in California Tire Fee, Electronic Waste, Alcohol Beverages Taxes, and Cigarette and Tobacco Programs.
- Assisted in the development and implementation of the Centralized Revenue Opportunity System (CROS) Solution as a Subject Matter Expert for audits.

Corporation Examiner, Department of Managed Health Care (DMHC) (01/2013-09/2013)

- Performed medical loss ratio examinations of entities contracted with the Department of Health Care Services involving the financial and administrative affairs of these organizations.

KRISTINA PEHUR, CPA, Esq.

Tax Auditor, Board of Equalization (BOE) (06/2011-12/2012)

- Conducted moderately difficult field audits involving examination of businesses subject to the Tire Recycling Fee and Covered Electronic Waste Recycling Fee laws to ensure compliance with the regulations for these programs.
- Reviewed financial records for completeness and accuracy of sales subject to fees and prepared audit reports.

TEACHING EXPERIENCE**Sierra College, Rocklin, CA, *Part Time Faculty - Accounting/Tax***

January 2019 - Present

American River College, Sacramento, CA, *Adjunct Professor - Accounting*

January 2017 - May 2018

LEGAL INTERNSHIPS**California Department of Corrections and Rehabilitation (CDCR), Sacramento, CA**

May 2022 - December 2023

Legal Student Assistant – Office of Legal Affairs

- Reviewed over 600 peace officers' confidential personnel files and provided written recommendations regarding their placement on the "Brady List" consistent with *Brady v. Maryland* and Governor's message vetoing SB 1220.
- Participated in collaborative discussions regarding legal principles that support the recommendations.
- Set a precedent for one of the moral turpitude crimes to be placed on the List of Crimes of Moral Turpitude.

Sacramento County District Attorney's Office, Sacramento, CA

August 2022 - November 2022

Certified Legal Intern

- Drafted and successfully argued an Opposition to a Motion to Dismiss a Complaint (995 Motion).
- Drafted a Reply Brief to an Appeal of a Denial of a Motion to Suppress Evidence.
- Conducted legal research, listened to jail calls, transcribed 911 calls and body camera videos, assisted in misdemeanor court, drafted oppositions to 1203.4 motions requesting to withdraw a guilty plea (expungements).
- Served as a juror/foreperson on a criminal trial; completed Sacramento County DA Citizens' Academy (2019).

California Franchise Tax Board (FTB), Sacramento, CA

June 2021 - November 2021

Graduate Student Assistant - Tax Administration and Procedure Bureau (06/2021-11/2021)

- Handled 19 incoming appeal cases of low and moderate complexity and developed strategies to ensure the correct identification of the issues and an analysis of the facts.
- Researched federal and California individual income tax laws for various appeals issues, including tax return filing enforcement, erroneous refunds, Earned Income Tax Credit, Head of the Household filing status, disallowed credit carryover, unreported income, penalties and interest abatement.
- Utilized Professional Audit Support System (PASS) and Taxpayer Information System to draft briefs.
- Drafted 11 opening briefs, 2 dismissals, and extension requests to the Office of Tax Appeals.
- Communicated with taxpayers/appellants via phone and email; explained FTB's position and successfully requested additional documentation for review; successfully obtained 3 withdrawals of taxpayers' appeals.

Legal Extern - Tax Appeals Assistance Program (06/2020-05/2021)

- Represented taxpayers in their audit and collections appeals cases with the Office of Tax Appeals by analyzing their circumstances, researching tax law, drafting reply briefs, and providing guidance.
- Successfully negotiated a penalty relief on an appeal with FTB Attorney prior to the OTA Hearing.

Lincoln Law School of Sacramento, Sacramento, CA

August 2020 - May 2022

Friday Review Program Coordinator – Contracts and Criminal Procedure

- Provided review sessions to first- and second-year students to assist them in understanding black letter law.

Submission # 3569088
 IP Address 63.160.168.232
 Submission Recorded On 10/23/2024 8:30 AM
 Time to Take Survey 5 minutes, 21 seconds

Measure R and Measure H/Community Enhancement and Investment Fund Citizen Oversight Board At-Large Student Application

* 1. Full Name

Dylan Nguym

* 2. Full Address

[REDACTED]
 [REDACTED]

* 3. Phone

[REDACTED]

* 4. Email

[REDACTED]

* 5. What is the name of the school you currently attend?

Pleasant high school

* 6. What grade level are you in?

9

[Click here to download the Statement of Economic Interests, Form 700.](#) This form is used to ascertain potential conflicts of interest. If appointed to the Citizen Oversight Board, a Statement of Economic Interests, Form 700, will be required to be filled out and submitted. This document will become a public record. The Form 700 is shared here for informational purposes only and is not required during the application process.

If you are under the age of 18, you must submit the release of liability and volunteer agreement form when submitting your application. Parent/guardian signature is required to allow a child to be considered for a student at-large appointee on the Community Enhancement and Investment Fund Citizen Oversight Board. Click here to download the [Release of Liability & Volunteer Agreement Form](#).

*

7. The Citizen Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

New high school in rancho Cordova

* 8. You must be available to attend an in-person meeting in the evening in Fall 2024 and/or Winter 2025. Can you attend in-person meetings?

No

* 9. List your past experience serving within the community of Rancho Cordova.

Nice but new new high schools

* 10. Have you ever served as a Citizen Oversight Board member before?

No

* 11. I believe I will bring the following strengths, skills, knowledge and assets to service on the Citizen Oversight Board.

N/A

* 12. State why you want to serve on the Citizen Oversight Board.

N/A

*

13. Do you know of any reason such as a conflict of interest (financial or otherwise), which would adversely affect your ability to serve on the Citizen Oversight Board?

No

14. Use this space to provide any additional information or comments.

SKIPPED

15. Upload any additional documentation here. Examples of additional documentation are resumes, letters of recommendation, etc.

SKIPPED

*

16. I declare, under penalty of perjury, that I am a student attending a high school within the Elk Grove Unified School District or a Folsom Lake College/Rancho Cordova Promise Program college student (current or past recipient) attending Folsom Lake College.

Yes

*

17. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief and that I legally reside in the city limits of Rancho Cordova.

Yes

Submission # 3570906
IP Address 99.72.233.45
Submission Recorded On 10/23/2024 4:51 PM
Time to Take Survey 38 minutes, 31 seconds

Measure R and Measure H/Community Enhancement and Investment Fund Citizen Oversight Board At-Large Student Application

* 1. Full Name

David Oke

* 2. Full Address

[REDACTED]
[REDACTED]

* 3. Phone

[REDACTED]

* 4. Email

[REDACTED]

* 5. What is the name of the school you currently attend?

Sheldon High School

* 6. What grade level are you in?

9th grade

[Click here to download the Statement of Economic Interests, Form 700.](#) This form is used to ascertain potential conflicts of interest. If appointed to the Citizen Oversight Board, a Statement of Economic Interests, Form 700, will be required to be filled out and submitted. This document will become a public record. The Form 700 is shared here for informational purposes only and is not required during the application process.

If you are under the age of 18, you must submit the release of liability and volunteer agreement form when submitting your application. Parent/guardian signature is required to allow a child to be considered for a student at-large appointee on the Community Enhancement and Investment Fund Citizen Oversight Board. [Click here to download the Release of Liability & Volunteer Agreement Form.](#)

*

7. The Citizen Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

Monday, Tuesday.

* 8. You must be available to attend an in-person meeting in the evening in Fall 2024 and/or Winter 2025. Can you attend in-person meetings?

Yes

* 9. List your past experience serving within the community of Rancho Cordova.

No.

* 10. Have you ever served as a Citizen Oversight Board member before?

No

* 11. I believe I will bring the following strengths, skills, knowledge and assets to service on the Citizen Oversight Board.

Adaptability, good decision-making skills, and good attitude

* 12. State why you want to serve on the Citizen Oversight Board.

To have a boost in my education.

*

13. Do you know of any reason such as a conflict of interest (financial or otherwise), which would adversely affect your ability to serve on the Citizen Oversight Board?

Yes

* 14. If you answered yes, please explain.

At times transportation.

15. Use this space to provide any additional information or comments.

SKIPPED

16. Upload any additional documentation here. Examples of additional documentation are resumes, letters of recommendation, etc.

SKIPPED

*

17. I declare, under penalty of perjury, that I am a student attending a high school within the Elk Grove Unified School District or a Folsom Lake College/Rancho Cordova Promise Program college student (current or past recipient) attending Folsom Lake College.

Yes

*

18. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief and that I legally reside in the city limits of Rancho Cordova.

Yes

Submission # 3577059
 IP Address 73.66.56.104
 Submission Recorded On 10/26/2024 9:11 PM
 Time to Take Survey 38 minutes, 13 seconds

Measure R and Measure H/Community Enhancement and Investment Fund Citizen Oversight Board At-Large Student Application

*** 1. Full Name**

Isabella Tang

*** 2. Full Address**

[REDACTED]

*** 3. Phone**

[REDACTED]

*** 4. Email**

[REDACTED]

*** 5. What is the name of the school you currently attend?**

Pleasant Grove High School

*** 6. What grade level are you in?**

10

[Click here to download the Statement of Economic Interests, Form 700.](#) This form is used to ascertain potential conflicts of interest. If appointed to the Citizen Oversight Board, a Statement of Economic Interests, Form 700, will be required to be filled out and submitted. This document will become a public record. The Form 700 is shared here for informational purposes only and is not required during the application process.

If you are under the age of 18, you must submit the release of liability and volunteer agreement form when submitting your application. Parent/guardian signature is required to allow a child to be considered for a student at-large appointee on the Community Enhancement and Investment Fund Citizen Oversight Board. [Click here to download the Release of Liability & Volunteer Agreement Form.](#)

*

7. The Citizen Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

Wednesday and Friday until March 2025

*** 8. You must be available to attend an in-person meeting in the evening in Fall 2024 and/or Winter 2025. Can you attend in-person meetings?**

Yes

*** 9. List your past experience serving within the community of Rancho Cordova.**

I have worked with the Rancho Cordova Food locker many times, first interviewing the founder Deacon Walter, then serving the annual Turkey Drive, both of which I promoted at my school's news broadcast. I also collected food for the Rancho Cordova Food Locker in my neighborhood and surrounding areas. I have also been a part of the Summer Blast Program at River City Christian, where I was a volunteer counselor for children. I have also volunteered to play music for the elderly at the Eskaton Retirement Home.

*** 10. Have you ever served as a Citizen Oversight Board member before?**

No

*** 11. I believe I will bring the following strengths, skills, knowledge and assets to service on the Citizen Oversight Board.**

I believe I will bring creativity, dedication, and a unique perspective to the board. I consistently utilize out of the box thinking in my extracurriculars, such as Mock Trial, where I need to think on my feet consistently. I am passionate and hardworking, as displayed in my time at Student Equity Council, where I help to solve problems on campus for both Pleasant Grove High and Katherine Albani Middle School. Additionally, I love the diverse community that Rancho Cordova has, and as a Chinese-Filipino-American, I believe I have a unique cultural perspective that represents the melting pot that is our city. I am a high school student with a soon-to-be middle school sister and an elementary school brother, meaning I can represent students of all ages.

*** 12. State why you want to serve on the Citizen Oversight Board.**

I want to help my community and ensure better opportunities for our flourishing city.. I've lived in Rancho Cordova all my life, and considering the new growth here, I'd like to represent both students who have been here for many years and the youths that have recently moved here.

*

13. Do you know of any reason such as a conflict of interest (financial or otherwise), which would adversely affect your ability to serve on the Citizen Oversight Board?

No

14. Use this space to provide any additional information or comments.

I would be an asset to the Citizen Oversight Board because of my strengths, creativity, and connections to my community. I love to call Rancho Cordova my home, and I only want to bring positivity to my environment as I continue to grow.

15. Upload any additional documentation here. Examples of additional documentation are resumes, letters of recommendation, etc.

****SKIPPED****

*

16. I declare, under penalty of perjury, that I am a student attending a high school within the Elk Grove Unified School District or a Folsom Lake College/Rancho Cordova Promise Program college student (current or past recipient) attending Folsom Lake College.

Yes

*

17. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief and that I legally reside in the city limits of Rancho Cordova.

Yes

Submission # 3589019
 IP Address 73.90.24.84
 Submission Recorded On 11/01/2024 8:26 AM
 Time to Take Survey 16 minutes, 17 seconds

Measure R and Measure H/Community Enhancement and Investment Fund Citizen Oversight Board At-Large Student Application

*** 1. Full Name**

HAYREDDIN AKTURK

*** 2. Full Address**

[REDACTED]

*** 3. Phone**

[REDACTED]

*** 4. Email**

[REDACTED]

*** 5. What is the name of the school you currently attend?**

Pleasant Grove High School

*** 6. What grade level are you in?**

9

[Click here to download the Statement of Economic Interests, Form 700.](#) This form is used to ascertain potential conflicts of interest. If appointed to the Citizen Oversight Board, a Statement of Economic Interests, Form 700, will be required to be filled out and submitted. This document will become a public record. The Form 700 is shared here for informational purposes only and is not required during the application process.

If you are under the age of 18, you must submit the release of liability and volunteer agreement form when submitting your application. Parent/guardian signature is required to allow a child to be considered for a student at-large appointee on the Community Enhancement and Investment Fund Citizen Oversight Board. [Click here to download the Release of Liability & Volunteer Agreement Form.](#)

*

7. The Citizen Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

I can manage my timing, I don't have any other commitment other than school that can effect to go to meetings.

*** 8. You must be available to attend an in-person meeting in the evening in Fall 2024 and/or Winter 2025. Can you attend in-person meetings?**

Yes

*** 9. List your past experience serving within the community of Rancho Cordova.**

This will be my first experience.

*** 10. Have you ever served as a Citizen Oversight Board member before?**

No

*** 11. I believe I will bring the following strengths, skills, knowledge and assets to service on the Citizen Oversight Board.**

I can analyze situations fairly and thoughtfully. My mentoring experience with middle schoolers likely honed my skills in listening actively and explaining concepts clearly, which are both important for addressing community concerns and fostering open dialogue. Coming from a Turkish background, I can bring valuable cultural awareness that can contribute to understanding diverse community perspectives.

*** 12. State why you want to serve on the Citizen Oversight Board.**

First of all, I want to serve to community. I want to improve my abilities, and this is a great opportunity. This position will help my long term carrier.

*

13. Do you know of any reason such as a conflict of interest (financial or otherwise), which would adversely affect your ability to serve on the Citizen Oversight Board?

No

14. Use this space to provide any additional information or comments.

I am so motivated to join your team.

15. Upload any additional documentation here. Examples of additional documentation are resumes, letters of recommendation, etc.

****SKIPPED****

*

16. I declare, under penalty of perjury, that I am a student attending a high school within the Elk Grove Unified School District or a Folsom Lake College/Rancho Cordova Promise Program college student (current or past recipient) attending Folsom Lake College.

Yes

*

17. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief and that I legally reside in the city limits of Rancho Cordova.

Yes

Submission # 3475130
 IP Address 156.47.71.17
 Submission Recorded On 09/10/2024 1:38 PM
 Time to Take Survey 5 minutes, 14 seconds

Measure R and Measure H/Community Enhancement and Investment Fund Citizen Oversight Board At-Large Student Application

* 1. Full Name

Vanshit Thakkar

* 2. Full Address

[REDACTED]
 [REDACTED]

* 3. Phone

[REDACTED]

* 4. Email

[REDACTED]

* 5. What is the name of the school you currently attend?

UC Davis and Folsom Lake College Alum

* 6. What grade level are you in?

Senior

[Click here to download the Statement of Economic Interests, Form 700.](#) This form is used to ascertain potential conflicts of interest. If appointed to the Citizen Oversight Board, a Statement of Economic Interests, Form 700, will be required to be filled out and submitted. This document will become a public record. The Form 700 is shared here for informational purposes only and is not required during the application process.

If you are under the age of 18, you must submit the release of liability and volunteer agreement form when submitting your application. Parent/guardian signature is required to allow a child to be considered for a student at-large appointee on the Community Enhancement and Investment Fund Citizen Oversight Board. Click here to download the [Release of Liability & Volunteer Agreement Form](#).

*

7. The Citizen Oversight Board is expected to meet a couple times per year in the early evening hours. Meetings may last several hours. List any days or evenings that you would not be available. For example, the third Wednesday of every month.

From September 21st, 2024 to October 21st, 2024

* 8. You must be available to attend an in-person meeting in the evening in Fall 2024 and/or Winter 2025. Can you attend in-person meetings?

Yes

* 9. List your past experience serving within the community of Rancho Cordova.

It was phenomenal, I had a lot of respect for all the programs and was glad to know the initiatives of the city to enrich the lives of its citizens.

* 10. Have you ever served as a Citizen Oversight Board member before?

Yes

* 11. I believe I will bring the following strengths, skills, knowledge and assets to service on the Citizen Oversight Board.

A perspective of a student and a scientist.

* 12. State why you want to serve on the Citizen Oversight Board.

Because I am passionate about the work this board does and want to be a part of it.

*

13. Do you know of any reason such as a conflict of interest (financial or otherwise), which would adversely affect your ability to serve on the Citizen Oversight Board?

No

14. Use this space to provide any additional information or comments.

Thank you so much for this opportunity again!

15. Upload any additional documentation here. Examples of additional documentation are resumes, letters of recommendation, etc.

CV Vraj Thakkar.pdf

*

16. I declare, under penalty of perjury, that I am a student attending a high school within the Elk Grove Unified School District or a Folsom Lake College/Rancho Cordova Promise Program college student (current or past recipient) attending Folsom Lake College.

Yes

*

17. I declare, under penalty of perjury, that all statements in this application are true and complete to the best of my knowledge and belief and that I legally reside in the city limits of Rancho Cordova.

Yes

Vraj Thakkar



- **Education**

University of California, Davis **2024**
B.S. in Neurobiology, Physiology and Behavior Science (emphasis in Neurobiology and Computation)

Cordova High School, Rancho Cordova, CA **2019**
High School Diploma

- **Research Experience**

Undergraduate Student Research Assistant, Neuromuscular Research Lab, **2021-2022**
UC Davis Department of Physical Medicine and Rehabilitation,
Sacramento, CA

Undergraduate Student Research Assistant **Present**
Dr.Temitayo O Oyegbile-Chidi's Lab, UC Davis Department of Neurology
Sacramento, CA

- **Work Experience**

Student Senate President, Associated Students of Folsom Lake College **2020-2021**
Folsom, CA

Sales Associate, Clarks and Bostonian in Folsom Outlets **2019-2021**
Folsom, CA

Student Medical Intern, HESI (Health-career Exploration Summer Institute) **2019**
Shasta Regional Medical Center and Mercy Medical Center
Redding, CA (80.5 hours of clinical experience)

Vraj Thakkar

● Awards and Certification

-
- ❖ Professional Certificate from HarvardX: Computer Science for Artificial Intelligence, Valid Certificate ID: 6d47bd2bdd534793a4b7963d07acfa29
 - ❖ CITI Biomedical Researcher and Staff Certification **(Present)**
 - ❖ CITI GCP for Clinical Trials with Investigational Drugs and Medical Devices (U.S. FDA Focus) **(Present)**
 - ❖ Harvard University CS50x: CS50's Introduction to Computer Science **(Completed 2023)**
 - ❖ NeuroTechX Competition 3rd Place - UC Davis NeuroTech@Davis - Team RegressionX **(2023)**
 - ❖ President of Pre-Health Alliance Club at Folsom Lake College **(2020-2021)**
 - ❖ Lenox Hill Neurosurgery BRAINterns Summer Program **(2020)**
 - ❖ Member of Community Enhancement Fund Oversight Board for City Council of Rancho Cordova **(2020-2021, 2023-2024)**
 - ❖ National Award of Air Commando Association **(2019)**

MEMORANDUM



ITEM 19.2.

DATE: November 18, 2024
TO: Honorable Mayor and Council Members
FROM: Amanda Norton, Economic Development Director
SUBJECT: **A RESOLUTION APPROVING THE THREE-YEAR ECONOMIC DEVELOPMENT STRATEGIC PLAN**

RECOMMENDATION

Receive the Presentation and Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of Resolution would approve the three-year Economic Development Strategic Plan for 2025-2028.

BACKGROUND

The Economic Development Strategic Plan (EDSP) is a year-long process that will guide the City of Rancho Cordova's economic development efforts for the next three (3) years. The EDSP will define a clear vision and set of strategies to enhance the City's economic prosperity, promote job growth, attract businesses, and ensure a vibrant and sustainable local economy.

On February 5, 2024, City Council approved Resolution No. 8-2024, authorizing the City Manager to execute an agreement with TIP Strategies, Inc. to develop a three (3) year EDSP. The agreement began on March 1, 2024, and will conclude on March 31, 2025.

On June 3, 2024, the Economic Development Department and TIP Strategies, Inc., provided City Council with an update on the EDSP development. The Economic Development Department and TIP Strategies, Inc., received valuable feedback and input from City Council on the data and insights collected. The feedback was incorporated into the ongoing analysis and strategy development.

On September 3, 2024, the Economic Development Department and TIP Strategies, Inc., shared the draft strategy with City Council. The Economic Development Department and TIP Strategies, Inc. received feedback and guidance on the focus areas to ensure that the key strategies align with Rancho Cordova's economic landscape.

The Economic Development Department and TIP Strategies, Inc. hosted:

- 2 Community Events

- 9 Roundtable Sessions for: Civic Leadership and Community Groups, Entrepreneurs and Startups, Finance and Banking, Real Estate (Industrial, Office, Residential, Retail), Retail and Personal Services, Workforce Development, and Higher Education
- 17 One-on-One interviews with City Council Members and local leaders in economic development and business

This presentation will provide the City Council with the final draft of the Economic Development Strategic Plan. The finalized strategy reflects a collaborative vision and integrates feedback from diverse stakeholders including local businesses, community leaders, and key stakeholders. By aligning these perspectives with actionable strategies, the EDSP aims to foster sustainable growth and support an inclusive economic environment that meets both current and future needs of Rancho Cordova's residents and businesses.

If the EDSP is approved, the next step will be to develop the implementation plan for the EDSP.

FISCAL IMPACT AND FUNDING SOURCE

No fiscal impact is associated with this presentation and approval of the Economic Development Strategic Plan.

ATTACHMENT(S)

1. Resolution
2. Rancho Cordova Economic Development Strategic Plan
3. Presentation

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ADOPTING THE THREE YEAR ECONOMIC DEVELOPMENT STRATEGIC PLAN FOR 2025-2028.

WHEREAS, the City of Rancho Cordova is committed to enhancing the economic prosperity, job growth, business attraction, and sustainable development within its community; and

WHEREAS, on February 5, 2024, the City Council approved Resolution No. 8-2024, authorizing the City Manager to execute an agreement with TIP Strategies, Inc., to develop a three (3) year Economic Development Strategic Plan (EDSP) for the City; and

WHEREAS, the agreement with TIP Strategies, Inc. began on March 1, 2024, and marked the commencement of the development process to create a robust EDSP that will guide the City's economic development efforts from 2025 through 2028; and

WHEREAS, on June 3, 2024, the Economic Development Department and TIP Strategies, Inc., presented the first update to the City Council and received valuable feedback that was incorporated into the ongoing analysis and strategy development of the EDSP; and

WHEREAS, on September 3, 2024, the Economic Development Department and TIP Strategies, Inc., presented the second update and a draft of the EDSP to the City Council, where they received further feedback and guidance to ensure that the key strategies aligned with the unique economic landscape of Rancho Cordova; and

WHEREAS, the collaborative process resulted in the creation of the final draft of the EDSP that reflects a shared vision that integrates perspectives from local businesses, community leaders, and key stakeholders. The actionable strategies are designed to foster sustainable growth, support an inclusive economic environment, and meet the current and future needs of Rancho Cordova's residents and businesses; and

WHEREAS, the EDSP will serve as a roadmap for Rancho Cordova's economic development efforts over the next three years, promoting economic resilience, business growth, and a thriving community.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Economic Development Strategic Plan for 2025-2028.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November 2024 by the following vote:

AYES:

NOES:

ITEM 19.2.

ATTACHMENT 1

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David Sander, Mayor

NOVEMBER 2024

City of
RANCHO CORDOVA, CALIFORNIA
Economic Development Strategic Plan



Acknowledgments

TIP Strategies, Inc., would like to thank the following participants who contributed to the planning process.

Steering Committee

Troels Adrian

Executive Vice President
Greater Sacramento Economic Council

Christopher Belle

Chief Executive Officer
Tri Tool Technologies

Jose Bodipo-Memba

Chief Diversity Officer
Sacramento Municipal Utility District

Arlene Granadosin-Jones

Senior Planner
City of Rancho Cordova

Stefan Heisler

Housing Manager
City of Rancho Cordova

Sam Manolakas

President
Brookfields Restaurant

Edgar Medina

Principal Engineer
City of Rancho Cordova

Diann Rogers

President and CEO
Rancho Cordova Area Chamber of Commerce

Marc Sapoznik

President and CEO
Visit Rancho Cordova

Price Walker

Vice President, Project Development
Elliott Homes

Chuck Wolfe

President
Claggett Wolfe Associates

City of Rancho Cordova Economic Development Department Staff

Amanda Norton

Economic Development Director

Laura Fickle

Economic Development Consultant

Ashley Kobe

Economic Development Analyst

Lydia Thung

Economic Development Analyst

Consulting Team



TIP Strategies, Inc., is a privately held Austin-based firm providing consulting and advisory services to public and private sector clients. Established in 1995, the firm's core competencies are strategic planning for economic development, talent strategies, organizational development, resiliency planning, and equity initiatives.

Contact

TIP Strategies
13492 N Hwy 183, Suite 120-254, Austin, TX 78750
PH: +1 512 3439113
www.tipstrategies.com

Project Contributors

Jeff Marcell, *Senior Partner*
Jenn Todd-Goynes, *Senior Consultant*
Victoria Wilson, *Consultant*

Contents

Introduction.....	1
Approach	1
Plan Framework	2
Action Plan.....	4
Goal 1. Business Development	4
Goal 2. Placemaking and Real Estate.....	8
Goal 3. Workforce Partnerships.....	10
Planning Context	13
Stakeholder Engagement	13
Strategic Analysis	14

Introduction

Rancho Cordova is uniquely positioned as a dynamic economic hub in the Sacramento region. With its proximity to major transportation corridors and the state capital, the community benefits from excellent access to regional, national, and international markets. Rancho Cordova has already attracted significant employers in healthcare, insurance, and advanced manufacturing, due to its business-friendly environment, geographic location, diverse workforce, and commitment to building a resilient economy.

Economic and social shifts following the COVID-19 pandemic have highlighted the importance of resilience that is grounded in a diverse economy with multiple industries. This diversification requires continuing support for the existing employment base while actively targeting high-paying industries and investments in future-focused technology and innovation. Strengthening these sectors will not only promote economic growth but also ensure long-term stability by enabling Rancho Cordova to adapt to shifting market demands and emerging opportunities.

The evolving economic landscape also highlights the importance of strengthening the local talent pipeline, ensuring residents are equipped with the skills needed for high-quality jobs. This focus on workforce development through partnerships complements ongoing placemaking efforts, which include improving transit infrastructure, promoting a diverse mix of property types, and fostering a sense of community.

In response to these circumstances, Rancho Cordova launched an economic development strategic planning process that would guide the next three-year phase of its growth and cement its identity as a diverse, forward-looking, prosperous community.

Approach

The City of Rancho Cordova (the City) contracted with TIP Strategies, Inc., (TIP) in early 2024 to create an actionable Economic Development Strategic Plan (EDSP) that furthers strong and inclusive economic growth. This plan was developed over an eight-month period, starting in April 2024 and ending in November 2024. The planning process followed a three-phase model: discovery, opportunity, and implementation.

The discovery phase began with an organizational analysis, which included a review of existing regional and local policies and projects, a scan of Rancho Cordova's partner network, and a series of discussions and interviews to establish priorities. This process was followed by a Citywide baseline analysis that evaluated demographic, socioeconomic, workforce, and employment development factors. This analysis helped define the City's current economic position, identify economic trends, and understand differences experienced across the City's underserved communities.

The Citywide baseline analysis was supplemented by a robust stakeholder engagement process, illustrated in Figure 1 (page 2), that included one-on-one interviews, sector-specific roundtables, community events, and an online survey. At the end of this phase, TIP facilitated a discovery workshop, during which the team presented initial findings and received feedback from the steering committee on the plan's direction.

During the opportunity phase, TIP conducted additional data analyses, including a target industry analysis and a commercial property analysis. Additionally, the team reviewed the City's marketing and incentives related policies to inform the plan's business development recommendations and completed a review of best practices. This phase concluded with an opportunity workshop, during which TIP presented an initial plan framework and received feedback on the preliminary goals and strategies identified.

Figure 1. Stakeholder Engagement Overview



The implementation phase consisted of prioritizing strategies and developing supporting actions. The draft plan went through a series of internal and external reviews before being finalized. An implementation plan was provided separately for use by the City in prioritizing strategies, establishing primary and secondary partners, and tracking progress toward the EDSP goals. The final plan was presented to council and approved November 19, 2024. Following council approval, TIP conducted an implementation workshop to establish actions to take place in the first 90 days.

Plan Framework

The insights derived from the planning process resulted in a framework for Rancho Cordova to achieve its economic development objectives. The framework charts the path for Rancho Cordova to become a vibrant, regional hub for economic opportunity through continued investment in target industry development, local talent, and real estate.

With this purpose in mind, TIP worked with Rancho Cordova's steering committee to establish four guiding principles—economic resiliency, sustainable growth, innovation, and diversity and inclusivity—that are the foundation for the plan's goals, strategies, and actions, ensuring a consistent approach in the plan. Each of these principles is described in greater depth in Figure 2 (page 3).

The plan is supported by three goals: business development, placemaking and real estate, and workforce partnerships. The business development goal focuses on expanding Rancho Cordova's employer base, while centering businesses attraction efforts on target industries. The placemaking and real estate goal supports real estate development objectives, including development of priority nodes, redevelopment and activation of underutilized spaces, and increasing mobility options. The workforce partnership goal centers on building regional workforce development partnerships to address talent pipeline challenges and reduce barriers to employment.

Figure 2. Plan Framework

STRATEGIC PLAN VISION STATEMENT

Facilitate innovative approaches to business development, real estate investment, and job growth, creating a regional destination for economic opportunity.

GUIDING PRINCIPLES

 ECONOMIC RESILIENCY	 SUSTAINABLE GROWTH	 INNOVATION	 DIVERSITY & INCLUSIVITY
Support a mix of industries, talent, and housing opportunities that insulate against economic shocks.	Economic development and growth are financially and environmentally sustainable, creating a long-term return on investment.	Utilize innovative approaches to maximize opportunities and address challenges.	Economic growth is centered on maintaining a diverse and inclusive community.

GOAL AREAS

 BUSINESS DEVELOPMENT	 PLACEMAKING & REAL ESTATE	 WORKFORCE PARTNERSHIP
Promote a vibrant economy by targeting business attraction efforts, fostering business creation, and supporting existing employers' expansion and growth.	Support high-quality mixed-use development, infill, and redevelopment that creates an attractive place for businesses, residents, and visitors.	Grow the local workforce by enhancing the pipeline of talent for employers and connecting workers to job training opportunities.

Action Plan

The City of Rancho Cordova has emphasized the need for a practical, yet ambitious, three-year strategic plan that can be implemented by City staff. Each of the three goal areas—business development, placemaking and real estate, and workforce partnerships—are supported by strategies and actions that set the stage for future progress.

Goal 1. Business Development

Promote a vibrant economy by targeting business attraction efforts, fostering business creation, and supporting existing employers' expansion and growth.

Rancho Cordova has established itself as a dynamic economic hub in the Sacramento region, capitalizing on its strategic location and robust infrastructure. Situated along major transportation corridors, including US Highway 50, the City provides excellent access to regional markets, making it attractive to businesses in logistics, advanced manufacturing, and corporate operations. Its proximity to the state capital further enhances its position as a prime location for firms in the health, finance, and technology sectors. Rancho Cordova's business-friendly environment has driven success in attracting and retaining key employers, particularly in healthcare, insurance, and manufacturing.

While Rancho Cordova has experienced significant economic growth, there is an opportunity to strengthen its target industry clusters (see Figure 3). Focusing on high-quality employment opportunities and further diversifying the local economy can help reduce the City's exposure to sector-specific downturns. A business retention and expansion (BRE) program would enhance communication with key employers and facilitate their growth in the region. Additionally, a targeted industry attraction strategy, with an emphasis on expanding the City's research and development (R&D) and technology capabilities, will help drive further growth. At the same time, the City can foster opportunities for small businesses and entrepreneurs by leveraging its skilled workforce, proximity to research institutions, and other regional assets. By building on its existing strengths, Rancho Cordova will be well-positioned to sustain economic growth and create a more resilient local economy.

Figure 3. Target Sectors

With representative subsectors and examples of regional employers

 ADVANCED MFG. & TECH.	 FINTECH	 LIFE SCIENCES	 HEALTHCARE
REPRESENTATIVE SUBSECTORS			
Artificial Intelligence, Robotics, Semiconductors, Computer Electronics	Cybersecurity, Digital Payments, E-Commerce, Online Payment Processing	Biotechnology, Pharmaceuticals, Medical Devices, Food Processing	Health Administration, Health Technology, Medical Insurance
REGIONAL EMPLOYER EXAMPLES			
• NEC Corporation • Qualcomm • Solidigm • Teledyne Defense Electronics	• Acorn Finance • Anvaya Solutions • GoodLeap • HealthSherpa • Redtail Technology	• GeminiBio • Nivagen Pharmaceuticals • CGT Global • ThermoGenesis Holdings • Wexford Science & Technology	• Blue Shield of California • Dignity Health • Inszone • Sutter Health • UC Davis Health • VSP Vision

Source(s): TIP Strategies, Inc.

Strategies and Actions

- 1.1. Build a BRE program to monitor and support Rancho Cordova existing employers.
 - 1.1.1. Monitor local business needs by engaging employers through regular site visits and an annual survey.
 - Reinvigorate business outreach initiatives and scheduled touchpoints to support these efforts.
 - Use these touchpoints and the survey to gather information on workforce needs, future growth or contraction plans, business climate concerns, and technical assistance needs.
 - Cultivate a list of new businesses and work with the chamber to host a meet and greet to encourage networking and mutual support among business owners.
 - 1.1.2. Adopt a customer relationship management (CRM) system that is easy to maintain and compatible with other CRM needs, such as storing information collected during BRE visits and surveys (see action 2.1).
 - 1.1.3. Identify businesses interested in expansion and connect them to available spaces using the real estate solution recommended in strategy 2.1.
 - 1.1.4. Identify supply chain opportunities that could be satisfied by existing local companies.
- 1.2. Attract businesses in Rancho Cordova's target industries, including advanced manufacturing and technology, fintech,¹ healthcare, and life sciences (see Figure 3, page 4).
 - 1.2.1. Create marketing materials and briefs dedicated to each target industry that highlight the City's competitive advantage and plans for the future. Make this information available on the Economic Development landing page of the Rancho Cordova website.
 - 1.2.2. Identify opportunities for target industry growth by engaging with regional companies and institutions, staying up to date on industry trends, and gathering intelligence on companies outside the region looking to expand.
 - Attend industry-specific trade shows and conferences to stay apprised of industry trends and identify potential suppliers.
 - Engage with higher education institutions to identify opportunities for commercialization and collaboration.
 - Use supply chain intel gained in action 1.1.4 to inform recruitment efforts.
 - Identify and recruit businesses considering a relocation from the Bay area, Southern California, and Central Valley.
 - 1.2.3. Coordinate with the Sacramento Municipal Utility District (SMUD) on a regular basis, especially on manufacturing opportunities.
 - Inform SMUD of emerging issues and planned expansions based on the information collected during BRE visits.

¹ Fintech is used to describe companies that use technology to deliver or support financial services such as banking and electronic payments.

1.2.4. Enhance international attraction efforts.

- Partner with regional economic development organizations to attract international businesses and investment to the region.
- Leverage Sacramento international events and diplomatic visits to expand Rancho Cordova's international network.
- Track international investment trends in target countries to identify opportunities for foreign direct investment (FDI).
- Translate marketing materials to cater to target countries.

1.2.5. Structure incentive policies that use future-forward criteria to evaluate investments and ensure incentives do not exceed the opportunity to generate revenue for the City.

- Focus on investments in the target sectors or on opportunities that bolster them.
- Consider the following criteria when evaluating startups and small businesses for incentives: high-growth potential, the number of higher-wage job openings, and the number of local workers hired.
- Consider including evaluation criteria for larger, more established businesses seeking incentives to establish an upstream (R&D, technology) function in Rancho Cordova.
- Communicate evaluation criteria clearly on incentive applications to ensure transparency and consistency for staff and applicants.

1.3. Facilitate the expansion of shovel-ready sites and commercial product to support target industry growth.

1.3.1. Use the real estate tracking solution outlined in strategy 2.1 to better understand the current inventory of buildings and sites and guide future needs.

1.3.2. Align efforts to revitalize the business park (see strategy 2.3) with the needs of target industries.

1.3.3. Communicate regularly with commercial brokers, site selectors, and existing businesses to identify critical site selection factors for the target industries, understand how the City's current product aligns with those factors, and keep them informed of industrial and commercial target industry site opportunities.

- Use intel from these regular touchpoints to update the real estate system and to revise Rancho Cordova's value proposition in marketing efforts for the associated target sector(s) described in action 1.2.1.
- Identify key sites and developments where additional work is needed to increase site readiness. Communicate these needs to partner departments, utilities, and others to encourage site preparation.

1.3.4. Align City and utility infrastructure investments with priority sites when possible.

1.3.5. Evaluate the feasibility of creating new business districts focused on target industries.

1.4. Promote small business formation and growth in Rancho Cordova.

1.4.1. Collaborate with partners to provide training and resources to local small businesses.

- Support existing chamber programs for small businesses.
- Identify in-demand training topics (such as accounting, automation, digital marketing), and utilize partnerships to develop related classes and workshops.

- 1.4.2. Consolidate small business-focused information and resources such as training opportunities, technical assistance, and events in a single, easily accessible location.
 - Highlight information and support available through other organizations.
 - Offer information in different languages to reach a wider audience.
- 1.4.3. Evaluate the feasibility of establishing a financial assistance program for microbusinesses.
- 1.5. Develop clear messaging and a complementary campaign that conveys Rancho Cordova's identity and value proposition.
 - 1.5.1. Promote economic development success stories, ongoing projects, initiatives, and events through a quarterly newsletter and social media posts. Cross-promote with partner organizations.
 - 1.5.2. Leverage existing community events to promote Rancho Cordova's successes and vision for the future.
 - 1.5.3. Collaborate with regional partners to align messaging on the region's competitive position.
- 1.6. Collaborate with regional organizations to develop an entrepreneurial ecosystem.
 - 1.6.1. Map the existing entrepreneurship ecosystem as well as corresponding opportunities to support that ecosystem in Rancho Cordova.
 - 1.6.2. Support and promote networks for early-stage companies by fostering an entrepreneurial network that enhances mentorship and creates collaboration opportunities.
 - 1.6.3. Identify and target startups looking to expand or relocate to the Sacramento region in Rancho Cordova's target sectors.
 - Track Small Business Innovation Research and Small Business Technology Transfer funding recipients to identify recruitment opportunities.
 - Engage with regional accelerators, incubators, and support networks to promote Rancho Cordova as a destination for startups.

The HIVE (Virginia Beach, Virginia)

The HIVE is a business resource center supporting small businesses with on-site resources and access to entrepreneurial networks. The initiative is a collaboration among the city of Virginia Beach, academic institutions, other metro cities, the US Small Business Administration, and resources beyond the city. The purpose of the HIVE is to promote an entrepreneurial ecosystem, emphasizing startup success and centralizing resources enabling all small business growth. Resources include individualized consulting, training programs, seminars, procurement assistance, capital formation, mentorship, networking, and connections to other organizations.

Emerging Prairie (North Dakota)

Emerging Prairie (EP) opened in 2013 with the mission of growing the entrepreneurial community in North Dakota. The initiative's revenue model is a mix of philanthropy and earned income, which is generated through consulting services, membership to the coworking space (the Prairie Den), and paid partnerships. While the coworking space is an important element, EP's entrepreneurial ecosystem consists of broader components aligned to clear economic goals and targets for growth. Equity and inclusion are viewed as a business imperative, and intentional efforts are made to diversify the entrepreneur pipeline. EP has three initiatives: the Prairie Den, the Emerging Digital Academy (a full-time, 20-week coding school that launched in 2020), and the Grand Farm Initiative. In 2021, 19 people graduated from the Emerging Digital Academy, 119 events were hosted with a total of nearly 8,000 attendees, and 322 agriculture technology projects were implemented on Grand Farm.

Goal 2. Placemaking and Real Estate

Support high-quality mixed-use development, infill, and redevelopment that creates an attractive place for businesses, residents, and visitors.

Throughout the stakeholder engagement process, participants communicated a desire to maintain Rancho Cordova's strong sense of community, excellent quality of life, and small-town feel. The community is situated along the American River, featuring a bike trail extending from Sacramento to Folsom and premier park space for recreation and events. Cultural assets like the Sacramento Children's Museum and an array of festivals and events draw people from all over the region. These amenities, along with a mix of housing options, a strong job market, and regional connectivity, have contributed to the City's long-term population growth and economic development.

A closer look at demographic and other data revealed that there are currently more people commuting into Rancho Cordova than who live and work in the community (see the Strategic Analysis, page 14). This situation creates an opportunity to attract additional residents (and entice those already in the City to stay) through investments in placemaking and the built environment. Such investments might include adding entertainment amenities and housing, initiating infill projects and new real estate development, and addressing high vacancy rates in the business park. The strategies in this section are focused on how, through economic development efforts, the City can support future development that is community oriented and revenue positive.

Strategies and Actions

- 2.1. Establish an integrated system to share information on available properties with businesses and site selectors, while tracking interactions with these groups to guide the City's investments and future planning.
 - 2.1.1. Implement a real estate tracking solution that integrates with the BRE CRM in action 1.1.2.
 - 2.1.2. Ensure the solution can capture unique data not available from subscription services like CoStar.
 - 2.1.3. Include data on high-priority commercial, office, and industrial properties.
 - 2.1.4. Integrate the solution with existing geographic information system (GIS) data, to include infrastructure maps and zoning information.
 - 2.1.5. Establish a process for regular updates to keep the information current.
- 2.2. Explore opportunities for future development that identify priority nodes and corridors for development in coordination with the *General Plan* update.

- 2.2.1. Create a framework for decision-making that will identify which nodes or corridors should be prioritized for action.
- 2.2.2. Coordinate with other City departments to gain an understanding of current conditions, constraints, and high-level opportunities in the priority areas.
- 2.2.3. Craft a community-centered vision for each high-priority node or corridor to guide economic growth that encourages the development of amenities that serve people of all ages and contributes to local tax revenues.
- 2.2.4. Identify barriers to implementing the vision, including any needed policy or programmatic changes, and assemble information on potential state and federal funding opportunities.
- 2.2.5. Coordinate efforts across City departments, utility providers, landowners, businesses, real estate professionals, and community leaders to implement the node and corridor plans.
- 2.3. Reimagine the business park, transforming vacancies with revenue-generating developments.
 - 2.3.1. Ensure data related to current conditions, to include the classification and current state of buildings, vacancy rate, and ownership, is included in the real estate system.
 - 2.3.2. Initiate a visioning process to generate ideas for the future of the business park. This process should include community engagement as well as private discussions with the landowners and current tenants.
 - 2.3.3. Leverage ideas from the visioning process to create a plan for reinvigorating the business park.
- 2.4. Increase temporary activation of underutilized spaces, creating places for the community to gather.
 - 2.4.1. Convene staff from departments such as planning and permitting to gain an understanding of what is working well with temporary events now, and where there are potential locations for underutilized space activation.
 - 2.4.2. Identify potential locations for temporary events and corresponding programming. Solicit ideas about where these temporary activations could take place, as well as barriers to action, from organizations that regularly host community events.
 - 2.4.3. Launch pilot programs to activate priority areas.
- 2.5. Identify the infrastructure needed to connect residents with amenities and job opportunities.
 - 2.5.1. Coordinate with the planning and public works departments to gain an understanding of current plans and opportunities related to pedestrian, bike, and trail infrastructure.
 - 2.5.2. Understand the needs and concerns of businesses in multimodal transportation projects, with a focus on improved access and connectivity.
 - 2.5.3. Incorporate questions about transportation and access in BRE visits (action 1.1.1) and include this intel as part of the commercial real estate system (strategy 2.1).
- 2.6. Continue to examine opportunities to revise, clarify, and create efficiencies in the zoning and permitting processes to encourage desired development.
 - 2.6.1. Convene a forum of business owners and developers who regularly engage, or who have recently engaged, in real estate development projects in the region.

- Convene the forum on a regular basis to share successes and identify any zoning or permitting process challenges.
- Elevate any recurring issues to planning and permitting staff. Circle back to the forum at the next meeting to share any progress on addressing issues and creating efficiencies.

2.6.2. Continue to position the Economic Development Department as a resource for businesses and developers, providing responsive information and creating connections with other departmental staff as needed.

Downtown Doral (Doral, Florida)

When Doral, Florida, was incorporated in 2003, the community consisted of residential development, retail, industrial districts, and a golf course. Residents did not have a downtown or walkable areas. This began to change in 2005 with a \$1B investment in the conversion of a 120-acre office park into a walkable downtown. In 2006, the city approved a downtown zoning district to accommodate the development. The new downtown area includes a city hall and other civic buildings, schools, and a county library in addition to parks, retail, and a mix of residential units.

Columbia Gateway (Columbia, Maryland)

The 920-acre Columbia Gateway business park underwent a comprehensive transformation to address challenges like outdated infrastructure, evolving business needs, and sustainability demands. The lengthy conversion process faced several challenges, including outdated facilities, restrictive zoning laws, environmental concerns, and community resistance. In 2016, steps were taken to create the Maryland Innovation Center reorganizing existing resources into a new anchor for the mixed-use innovation district. Gateway has also invested in public and community spaces and is planned to be a hub for employment, entertainment, and innovation, offering new housing and job opportunities, open space, and multimodal transportation options.

Goal 3. Workforce Partnerships

Grow the local workforce by enhancing the pipeline of talent for employers and connecting workers to job training opportunities.

Rancho Cordova is a regional employment hub, supported by a business-friendly environment and small-town feel that is attractive to companies and workers. During roundtable conversations with stakeholders and community leaders, participants expressed an emerging desire to address gaps in the current workforce. Specifically, there could be improved alignment between the skills of local workers and the requirements of available jobs, stronger connections among students and local career opportunities, and progress on addressing barriers to work such as adequate access to transportation and childcare.

Given the number of organizations that currently operate in the workforce development space, the City of Rancho Cordova's role in this area is that of a supporter and convener. City staff are uniquely positioned to elevate the needs of employers and workers, facilitating communication and alignment among educational and training providers, the business community, and the workforce.

Strategies and Actions

- 3.1. Support the Rancho Cordova chamber-led talent pipeline management (TPM) program and consider expanding to include additional target industries.
 - 3.1.1. Meet with chamber staff as the TPM program grows to celebrate successes, to elevate any ecosystem gaps or needs, and to assist with issues that arise.
 - 3.1.2. Serve as a convener for the chamber, SMUD, and other large-scale talent pipeline development efforts to identify potential areas of coordination and mutual impact.
 - 3.1.3. Measure the economic impact of the TPM program for workers and employers and publicize successes.
 - 3.1.4. Include TPM participants in BRE outreach efforts.
- 3.2. Leverage the chamber's TPM program to establish regional industry partnerships that will foster relationship building, create effective workforce development programs, and address talent pipeline challenges.
 - 3.2.1. Convene industry leaders, educators, and workforce training providers who participated in the TPM program to introduce the potential benefits of a regional industry partnership and discuss the viability of establishing new partnerships.
 - 3.2.2. Connect members of the emerging regional partnership with leaders of similar, established regional groups to focus on opportunities and lessons learned through their experiences.
 - 3.2.3. Collaborate with the emerging partnership to identify additional leaders and supporting partners, priority actions, and desired long-term outcomes.
- 3.3. Support the expansion of career and technical education (CTE) access and exposure to job opportunities with local employers for high school students.
 - 3.3.1. Convene leaders in business, education, workforce development, and nonprofits to align service provider and educational offerings with employer needs.
 - 3.3.2. Connect representatives from area workforce programs, community colleges, school district CTE coordinators, and local employers to identify and address gaps between programmatic offerings and employer hiring needs.
 - 3.3.3. Explore facilitating a leadership program for high school students that focuses on deepening community connections and highlighting local post-educational job opportunities.
- 3.4. Convene an action committee of business leaders and service providers to identify issues and solutions to employment barriers such as childcare and transportation.
 - 3.4.1. Convene employers, transit agencies, and transportation planners to discuss the transportation needs of the region's workforce and identify priorities for future action.
 - 3.4.2. Encourage multimodal investments that create better connections among housing, jobs, and educational opportunities.
 - 3.4.3. Explore the feasibility of establishing an ongoing funding stream, possibly with private sector support and grant funding, to invest in the childcare service ecosystem.
 - 3.4.4. Monitor the success metrics and impact of pilot programs as a factor in decision-making for future support.

Inclusive Incentives (Indianapolis, Indiana)

Launched in 2019, the Indianapolis Inclusive Incentives program aimed to promote inclusive growth by restructuring tax abatements. It required businesses receiving abatements to deposit 5 percent of estimated tax savings into dedicated accounts for transit, training, or childcare. The program has created over 5,000 new jobs, significantly benefiting residents from underserved communities by offering competitive wages and benefits. Minority-owned businesses have grown by 25 percent due to access to financial support and development services. The program's community investments have revitalized underserved neighborhoods, enhancing quality of life, attracting private investment, and ensuring a more equitable distribution of economic growth benefits.

NoCo Manufacturing Partnership (Northern Colorado)

The Northern Colorado (NoCo) Manufacturing Partnership is an all-volunteer, manufacturer-driven, two-county organization representing approximately 200 companies. The initiative is funded by grants, donations, and the proceeds of a trade show. The partnership has two primary focus areas: workforce development and creating a thriving environment for manufacturers and the communities they live in. The partnership collaborates with educational institutions and workforce professionals to offer career awareness tours, internships, and enhance training offerings and curriculum development. To support the community environment, the partnership also hosts lunch-and-learn events, offers leadership training, student and student/parent tours, business-to-business networking, and a successful manufacturing trade show and job fair. These efforts have positioned Northern Colorado as a hub for advanced manufacturing, leading to steady employment growth and a reputation for producing high-quality products across a range of industries, including aerospace, biosciences, and energy.

Planning Context

As part of the planning process, TIP engaged Rancho Cordova stakeholders to gain a better understanding of community values and the economy to begin creating a shared vision for its economic future. This qualitative input, which included a community survey, was supplemented by an extensive quantitative analysis. Insights gained from these tasks are highlighted in this section and provided important context to the planning process.

Stakeholder Engagement

The plan was informed by an extensive stakeholder engagement process, which is illustrated in Figure 1 (page 2). A number of themes emerged from this outreach, which are summarized here. Findings from an online survey of residents are presented in the next section.

There is a strong sense of community in Rancho Cordova.

The City is home to a diverse population that values the community's small-town feel and family-oriented atmosphere. Participants in the two community events, roundtables, and interviews mentioned family-friendly events and festivals, recreation amenities such as the American River and parks, the Mills Station Arts & Culture Center, and vibrant small businesses in the Barrel District as important community characteristics of Rancho Cordova.

The City is viewed as a strong partner with the business community.

Representatives from large employers, small businesses, and the real estate community consistently praised the responsiveness of staff in the Economic Development Department. These stakeholders viewed City staff as willing to support businesses through the development process, quick to answer questions and facilitate connections, and open to improvements. There is an opportunity to better support the business community through retention and expansion efforts as well as attraction that is focused on suppliers or consumers for existing businesses and industry.

Real estate challenges include office vacancies and insufficient retail and amenity options.

The City of Rancho Cordova's population has historically grown year-over-year, which can create imbalances in the real estate market over time. An emphasis on residential housing and office space has created a demand for places for people to gather and recreate outside of the traditional nine-to-five working hours, whether in a downtown setting or in an entertainment venue such as an activated park space, indoor bowling alley, or movie theater. Post-pandemic, Rancho Cordova has experienced increased office vacancy rates, which has decreased the number of daytime consumers at local retail and restaurant establishments and created financial strain for some small business owners.

Businesses are experiencing hiring challenges.

Rancho Cordova is a desired location for businesses and workers. However, some businesses reported challenges in hiring and retaining workers due to gaps in transportation access between residential and employment areas, the availability of affordable childcare, and language access. Additionally, there is a need to better align the skills of the existing workforce to available jobs, which could be addressed with improved collaborations among businesses and workforce partners.

Strategic Analysis

TIP prepared a strategic analysis of Rancho Cordova's competitive position with comparisons to the Sacramento-Roseville-Folsom metropolitan statistical area (MSA), the state of California, and the US, as well as a selection of peer communities. Initial data collection began in April 2024 during TIP's discovery phase and the analytical work continued into the final phase of the engagement. An in-depth analysis was delivered to the City of Rancho Cordova in November 2024 in an interactive data visualization, the menu of which is represented in Figure 4.

Figure 4. Menu of the Interactive Deliverable

BASELINE	STRATEGIC GROWTH AREAS	COMMERCIAL PROPERTY
• Population. Population trends, drivers of change, and peer comparisons. • Socioeconomic Factors. Peer comparisons and mapping of a variety of factors, including age, income, and educational attainment. • Employment and Industries. Total employment (trends, recovery, annual and net change) and employment by industry (number of jobs, trends, and concentration).	• Occupational Structure. Employment trends, net change, and net flows (comparison of jobs and employed residents) by occupational group. • Commuting Dynamics. Commuter trends, demographics, and location (place of work/place of residence) • Target Sectors. Sector definitions, employer demand (top occupations, job skills and qualifications), and demographics by occupation.	• Market Fundamentals. Average rent, vacancy rate, construction rate and completions by property type with comparison to the metropolitan area. • Priority Sites and Overlay Districts. Mapping of select variables and zoning categories by property type, land inventory, including mapping of transportation infrastructure and zoning, and employment node mapping.

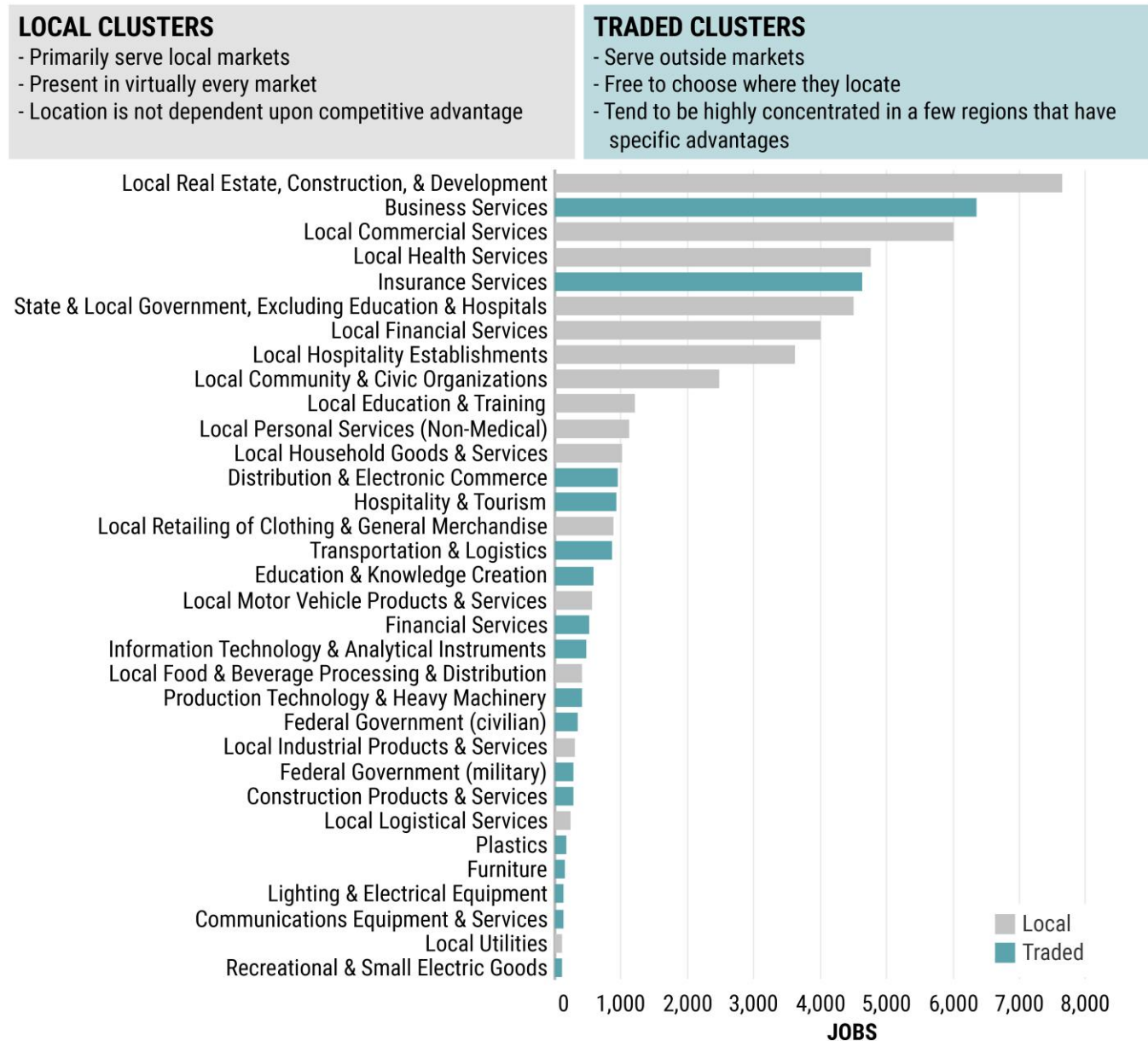
Source(s): TIP Strategies, Inc.

Local workforce and infrastructure assets position the City for economic diversification.

Counter to the region-wide trend, where population growth has dwindled in recent years, Rancho Cordova has continued to see significant population growth into the 2020s, reflecting both its advantageous location and its positive business climate. The City's proximity to the state capital in Sacramento bolsters local employment in the State Government industry, while also supporting the City's two largest traded industry clusters by job count, Business Services and Insurance Services, together making up nearly 17 percent of all jobs in the City (Figure 5). Transportation corridors that connect Rancho Cordova with regional markets support two of its fastest-growing industries, Distribution & Electronic Commerce and Transportation & Logistics, which have both more than doubled their local employment numbers since the year 2000. These traded clusters, or those that serve outside markets, reflect Rancho Cordova's unique industrial strengths. As the City seeks to diversify its economy by attracting target-industry businesses, opportunities lie in real estate development and redevelopment. A wealth of undeveloped land available in the City limits represents an opportunity to align City infrastructure and utilities with the needs of local developers, increasing local stock of shovel-ready sites for future commercial space. As the City reevaluates its existing inventory of office properties, an emphasis on placemaking can create opportunities for entrepreneurship. With nearly one-half of its population under the age of 34, Rancho Cordova is younger than many of its peer communities. As young residents enter the workforce, local emphasis on workforce development can equip this young population to fill target industry jobs and pursue entrepreneurial opportunities, coinciding with Citywide efforts to leverage available real estate for business development.

Figure 5. EDA Industry Clusters Job Count

Rancho Cordova, California, employment by industry cluster, 2023



Source(s): US Bureau of Labor Statistics (BLS); Lightcast 2024.2— Quarterly Census of Employment and Wages (QCEW) Employees, Non-QCEW Employees, and Self-Employed; US Economic Development Administration, Institute for Strategy and Competitiveness, Harvard Business School; TIP Strategies, Inc.

Note(s): Rancho Cordova is approximated by ZIP Codes 95655, 95670, 95741, 95742, and 95827. Only includes clusters with at least 100 jobs in the City in 2023.

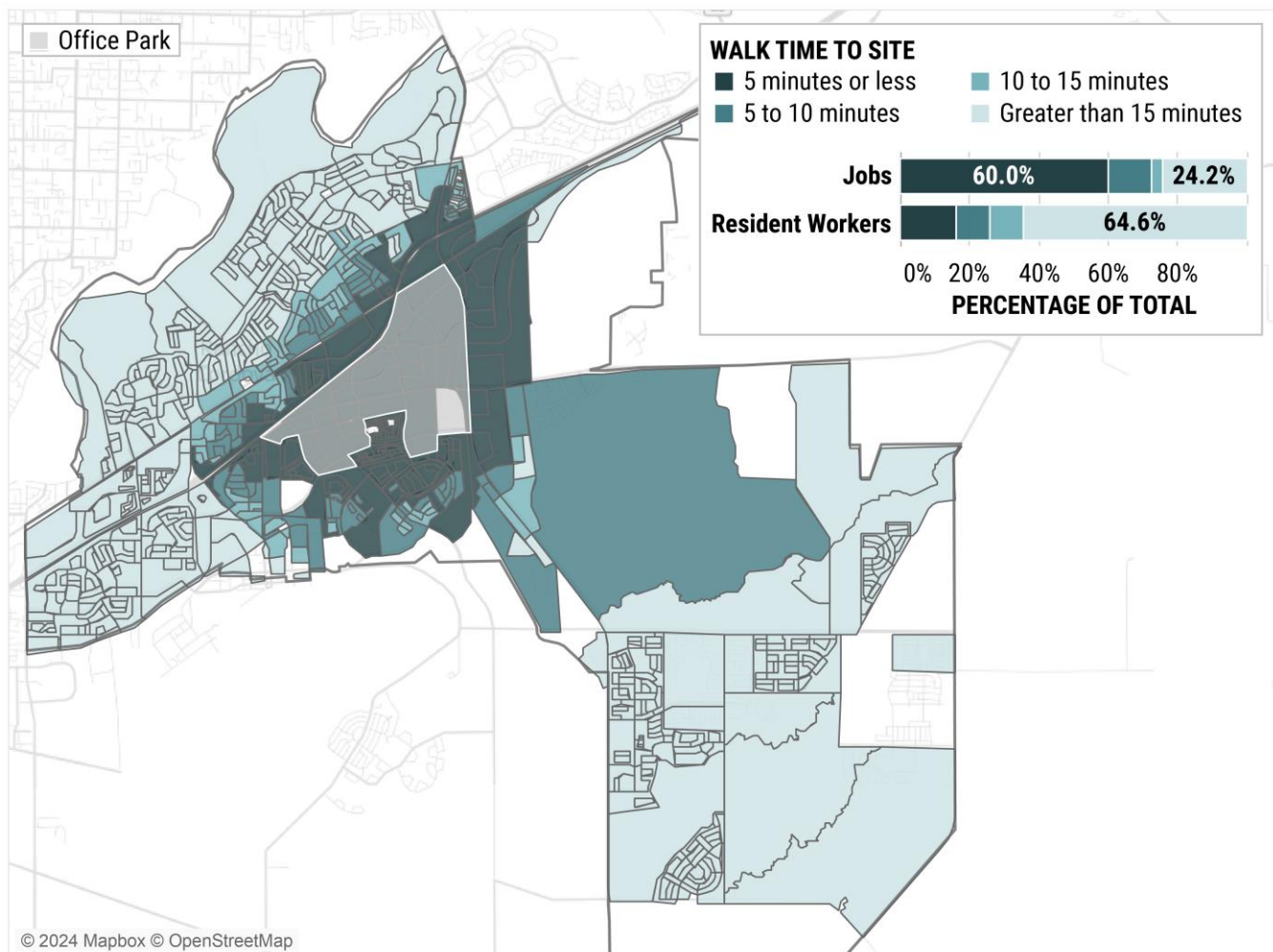
Real estate trends present opportunities for unique placemaking.

Rancho Cordova is a net importer of labor, with nearly 55,000 daily workers commuting in from Sacramento and other nearby communities. This represents an opportunity for the City to better retain its daytime population through placemaking and real estate development efforts that are attractive to outside residents and employers. With a median owner-occupied home value of nearly \$100K less than that of the Sacramento MSA, Rancho Cordova

already represents a relatively affordable option in its regional context. Its appeal is bolstered by the high-quality outdoor amenities and strong sense of community that residents enjoy, while employers benefit from proximity to a Class I rail line, US Highway 50, and the state capital. As the City seeks to attract additional residents and employers, placemaking opportunities offer ways to appeal to these potential arrivals. Rancho Cordova's office vacancy rates have climbed in recent years, reaching almost 23 percent in 2024, nearly double that of the MSA-wide figure. With large portions of the City's Office Park and Downtown Overlay District occupied by office buildings with dwindling utility, there is an opportunity for redevelopment. Both districts are within a five-mile walk of many of the City's jobs—60 percent for the Office Park and nearly 35 percent for the Downtown Overlay District (Figure 6). As such, these areas are candidates to become attractive and easily accessible local features, with underutilized office properties having the potential to transform into mixed-use housing, destination retail, and community gathering places that reflect the desires of local stakeholders.

Figure 6. Pedestrian Access to the Office Park Overlay District by Census Block

Typical walk times by the number of jobs and employed residents



Source(s): CoStar Group; Openrouteservice; OpenStreetMap; US Census Bureau, Longitudinal Employer-Household Dynamics, Origin-Destination Employment Statistics; TIP Strategies, Inc.

Note(s): Large or irregular census blocks may distort walk times. Blank census blocks represent those with zero reported jobs and resident workers in the selected year. Walk time refers to the minimum amount of time required to reach a priority site on foot from a given census block. All real estate data are estimated by CoStar as of July 2024 and represent a snapshot in time.

Development of the local workforce is crucial to filling target industry roles.

As the City seeks to create more opportunities for residents to work in Rancho Cordova rather than largely importing workers from nearby communities, expanding workforce development programs and connecting local employers to local talent is crucial. Rancho Cordova has the lowest educational attainment among its peers, with just under 30 percent of residents over the age of 25 holding a bachelor's degree. At the same time, well over one-half of analyzed job postings across all target sectors requested applicants with at least a bachelor's degree. Only three of the ten most posted jobs across all target sectors required less than a bachelor's degree (Figure 7), all three of which had a median advertised wage well below the living wage threshold for a single-income family with two adults and two children. For many target industry jobs, ensuring that local students and upskilling workers have a path to a college degree or certificate is crucial. Local leaders can also develop Rancho Cordova's workforce by fostering connections among area schools and employers. By offering CTE programs in healthcare, engineering, computer programming, and other related fields, schools can align students' skills with target industry jobs to better equip the upcoming workforce. Finally, for a City with a higher than regional share of households with children (37.5 percent locally versus 32.5 percent MSA-wide) and households without a vehicle available (6.7 percent locally versus 5.7 percent MSA-wide),² removing barriers to employment like childcare and transportation represents a way to further support and expand opportunities available to the local workforce.

Figure 7. Target Industries Typical Entry Requirements

Among 10 leading occupations in all targets

ENTRY-LEVEL EDUCATION



RANK OCCUPATION		SHARE OF TARGET JOB POSTINGS	TYPICAL REQUIREMENTS	ENTRY-LEVEL EDUCATION
1	Registered Nurses	16.1%	Bachelor's degree	5 blue circles, 1 white circle
2	Health Technicians, All Other	3.5%	Postsecondary nondegree award	2 blue circles, 4 white circles
3	Medical Assistants	3.1%	Postsecondary nondegree award	2 blue circles, 4 white circles
4	Medical & Health Services Managers	3.0%	Bachelor's degree	5 blue circles, 1 white circle
5	Software Developers	1.9%	Bachelor's degree	5 blue circles, 1 white circle
6	Pharmacy Technicians	1.8%	High school diploma or equivalent	1 blue circle, 5 white circles
7	Computer, All Other	1.7%	Bachelor's degree	5 blue circles, 1 white circle
8	Nurse Practitioners	1.5%	Graduate degree	6 blue circles
9	Pharmacists	1.4%	Graduate degree	6 blue circles
10	Industrial Engineers	1.4%	Bachelor's degree	5 blue circles, 1 white circle

Source(s): BLS; Lightcast 2024.2—QCEW Employees, Non-QCEW Employees, and Self-Employed; US Department of Labor, Employment and Training Administration, Occupational Information Network version 28.2; TIP Strategies, Inc.

Note(s): Job postings include non-staffing, unique, newly posted job postings for full-time, part-time, and flexible positions, excluding internships between July 2021 and June 2024 in the Sacramento-Roseville-Folsom MSA. The Sacramento-Roseville-Folsom MSA consists of El Dorado, Placer, Sacramento, and Yolo Counties. Typical entry requirements are estimated at the national level.

² 2022 American Community Survey, 5-year sample.



www.tipstrategies.com
+1 512 3439113
contact@tipstrategies.com

RANCHO CORDOVA ECONOMIC DEVELOPMENT STRATEGIC PLAN

CITY COUNCIL FINAL PRESENTATION

- ▶ JEFF MARCELL, SENIOR PARTNER
- ▶ JENN TODD-GOYNES, SENIOR CONSULTANT
- ▶ VICTORIA WILSON, CONSULTANT



AGENDA

- ▶ Project Overview
- ▶ Plan Framework
- ▶ Next Steps

OBJECTIVES

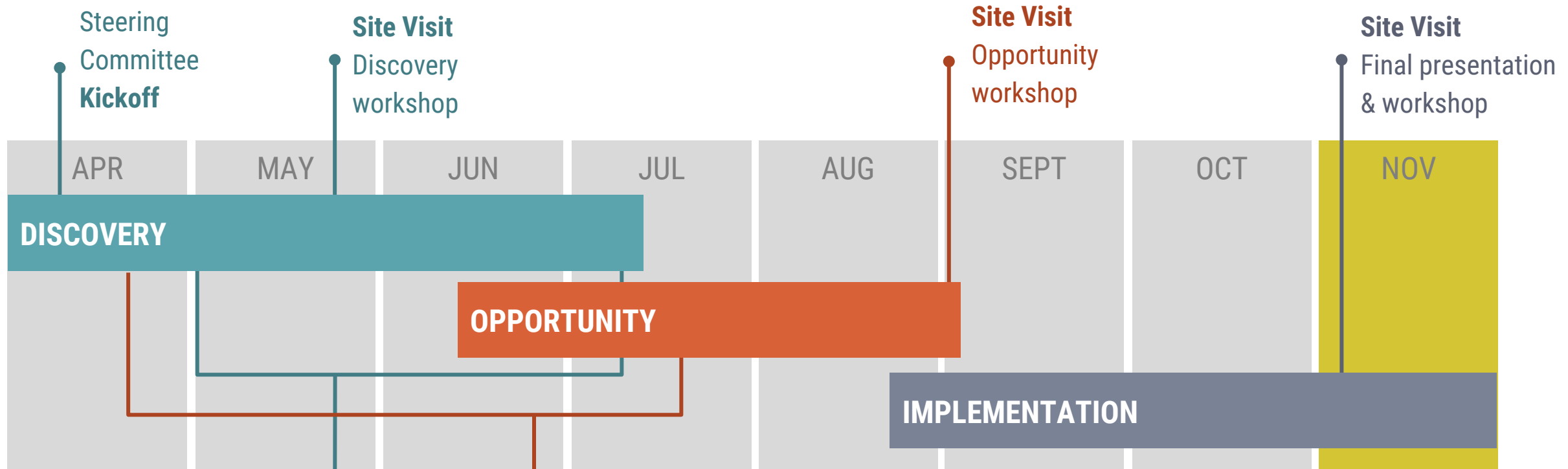


Photo Source: Coruscating Images, Courtesy of the City of Rancho Cordova

PROJECT OVERVIEW

PROJECT GOAL

To create an actionable Economic Development Strategic Plan that **furtherstrong and inclusive economic growth** in Rancho Cordova



ENGAGEMENT

Stakeholders

- Roundtables, interviews
- Town halls

City Council

- Briefings in June, September, and November

Steering Committee

- Meetings in April, May, August, and October



11

MEMBER STEERING COMMITTEE

Conducted regular meetings, including a formal kickoff to discuss project objectives, an opportunity workshop to identify and refine key strategies, and an implementation workshop focused on near-term actions.

9

ROUNDTABLE SESSIONS

Civic Leadership and Community Groups • Entrepreneurs and Startups • Finance and Banking • Real Estate (Industrial, Office, Residential, Retail) • Retail and Personal Services • Workforce Development and Higher Education

17

ONE-ON-ONE INTERVIEWS

Individual interviews with City Council members as well as local leaders in economic development and business conducted in person and virtually.

3

COMMUNITY-WIDE INPUT OPPORTUNITIES

Two **town hall events** for residents to discuss opportunities and challenges related to economic development and growth. One **online community survey** to gain an understanding of residents' values, priorities, and visions for the future.

1

COMMUNITY TOUR

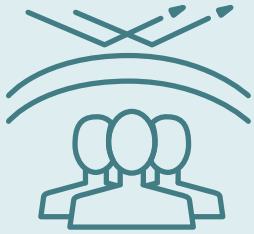
Participated in an assets tour of the community visiting major real estate developments, employment centers, retail nodes, quality-of-place amenities, and housing options.

PLAN FRAMEWORK

STRATEGIC PLAN VISION STATEMENT

Facilitate innovative approaches to business development, real estate investment, and job growth, creating a regional destination for economic opportunity.

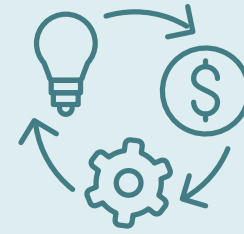
GUIDING PRINCIPLES



Economic Resiliency



Sustainable Growth



Innovation



Diversity & Inclusivity

GOAL AREAS



Business Development



Placemaking & Real Estate



Workforce Partnerships



ADVANCED MFG. & TECH.



FINTECH



LIFE SCIENCES



HEALTHCARE

REPRESENTATIVE SUBSECTORS

Artificial Intelligence,
Robotics, Semiconductors,
Computer Electronics

Cybersecurity, Digital
Payments, E-Commerce,
Online Payment Processing

Biotechnology,
Pharmaceuticals, Medical
Devices, Food Processing

Health Administration, Health
Technology, Medical
Insurance

REGIONAL EMPLOYER EXAMPLES

- NEC Corporation
- Qualcomm
- Solidigm
- Teledyne Defense Electronics

- Acorn Finance
- Anvaya Solutions
- GoodLeap
- HealthSherpa
- Redtail Technology

- GeminiBio
- Nivagen Pharmaceuticals
- CGT Global
- ThermoGenesis Holdings
- Wexford Science & Technology

- Blue Shield of California
- Dignity Health
- Inszone
- Sutter Health
- UC Davis Health
- VSP Vision

1



Photo Source: City of Rancho Cordova

GOAL 1. BUSINESS DEVELOPMENT

Description

Promote a vibrant economy by targeting business attraction efforts, fostering business creation, and supporting existing employers' expansion and growth.

Strategies

1. Build a business retention and expansion program to monitor and support Rancho Cordova's employers.
2. Attract businesses in Rancho Cordova's target industries, including advanced manufacturing and technology, fin-tech, life sciences, and healthcare.
3. Facilitate the expansion of shovel-ready sites and commercial product to support target industry growth.
4. Promote small business formation and growth.
5. Develop clear messaging that conveys Rancho's identity and value proposition.
6. Collaborate with regional organizations to develop an entrepreneurial ecosystem.

ITEM 19.2 ATTACHMENT 3 1.1. Build a business retention and expansion program to monitor and support Rancho Cordova's employers.

- 1.1.1. Monitor local business needs by engaging employers through regular site visits and an annual survey.
- 1.1.2. Adopt a customer relationship management (CRM) system that is easy to maintain and compatible with other CRM needs, such as storing information collected during BRE visits and surveys (see action 2.1.1).
- 1.1.3. Identify businesses interested in expansion and connect them to available spaces using the real estate solution recommended in strategy 2.1.
- 1.1.4. Identify supply chain opportunities that could be satisfied by existing local companies.

ITEM 19.2. 1.2. Attract businesses in Rancho Cordova's target industries, including advanced manufacturing and technology, fintech, healthcare, and life sciences. ATTACHMENT 3

- 1.2.1.** Create marketing materials and briefs dedicated to each target industry that highlight the city's competitive advantage and plans for the future. Make this information available on the Economic Development landing page of the Rancho Cordova's website.
- 1.2.2.** Identify opportunities for target industry growth by engaging with regional companies and institutions, staying up to date on industry trends, and gathering intelligence on companies outside the region looking to expand.
- 1.2.3.** Coordinate with the Sacramento Municipal Utility District (SMUD) on a regular basis, especially on manufacturing opportunities.
- 1.2.4.** Enhance international attraction efforts.
- 1.2.5.** Structure incentive policies that use future-forward criteria to evaluate investments and ensure incentives do not exceed the opportunity to generate revenue for the City.

1.3. Facilitate the expansion of shovel-ready sites and commercial product to support target industry growth.

- 1.3.1. Use the real estate tracking solution outlined in strategy 2.1 to better understand the current inventory of buildings and sites and guide future needs.
- 1.3.2. Align efforts to revitalize the business park (see strategy 2.3) with the needs of target industries.
- 1.3.3. Communicate regularly with commercial brokers, site selectors, and existing businesses to identify critical site selection factors for the target industries, understand how the city's current product aligns with those factors, and keep them informed of industrial and commercial target industry site opportunities.
- 1.3.4. Align City and utility infrastructure investments with priority sites when possible.
- 1.3.5. Evaluate the feasibility of creating new business districts focused on target industries.

1.4. Promote small business formation and growth in Rancho Cordova.

- 1.4.1. Collaborate with partners to provide training and resources to local small businesses.
- 1.4.2. Consolidate small business-focused information and resources such as training opportunities, technical assistance, and events in a single, easily accessible location.
- 1.4.3. Evaluate the feasibility of establishing a financial assistance program for microbusinesses.

1.5. Develop clear messaging and complementary campaign that conveys Rancho Cordova's identity and value proposition.

ITEM 19.2.

ATTACHMENT 3

- 1.5.1. Promote economic development success stories, ongoing projects, initiatives, and events through a quarterly newsletter and social media posts; cross-promote with partner organizations.
- 1.5.2. Leverage existing community events to promote Rancho Cordova's successes and vision for the future.
- 1.5.3. Collaborate with regional partners to align messaging on the region's competitive position.

ITEM 19.2. 1.6. Collaborate with regional organizations to develop an entrepreneurial ecosystem.

ATTACHMENT 3

- 1.6.1. Map the existing entrepreneurship ecosystem, as well as corresponding opportunities to support that ecosystem, in Rancho Cordova.
- 1.6.2. Support and promote networks for early-stage companies by fostering an entrepreneurial network that enhances mentorship and creates collaboration opportunities.
- 1.6.3. Identify and target startups looking to expand or relocate to the Sacramento region in Rancho Cordova's target sectors.

GOAL 2. PLACEMAKING & REAL ESTATE

Description

Support high-quality mixed-use real estate development, infill, and redevelopment that creates an attractive place for businesses, residents, and visitors.

Strategies

1. Create a database of available commercial, office, and industrial spaces that can be used by businesses and site selectors.
2. Explore opportunities for future development that identify priority nodes and corridors.
3. Reimagine the business park, transforming vacancies with revenue-generating developments.
4. Increase temporary activation of underutilized spaces, creating places for community to gather.
5. Identify the infrastructure needed to connect residents with amenities and job opportunities.
6. Continue to examine opportunities to revise, clarify, and simplify the zoning and the permitting processes to encourage desired development.

2.1. Establish an integrated system to share information on available properties with businesses and site selectors, while tracking interactions with these groups to guide the City's investments and future planning.

ITEM 19.2.

ATTACHMENT 3

- 2.1.1.** Implement a real estate tracking solution that integrates with the BRE CRM in action 1.1.2.
- 2.1.2.** Ensure the solution can capture unique data not available from subscription services like CoStar.
- 2.1.3.** Include data on high-priority commercial, office, and industrial properties.
- 2.1.4.** Integrate the solution with existing geographic information system (GIS) data, to include infrastructure maps and zoning information.
- 2.1.5.** Establish a process for regular updates to keep the information current.

2.2. Explore opportunities for future development that identify priority nodes and corridors for development in coordination with the General Plan update.

- 2.2.1. Create a framework for decision-making that will identify which nodes or corridors should be prioritized for action.
- 2.2.2. Coordinate with other city departments to gain an understanding of current conditions, constraints, and high-level opportunities in the priority areas.
- 2.2.3. Craft a community-centered vision for each high-priority node or corridor to guide economic growth that encourages the development of amenities that serve people of all ages and contributes to local tax revenues.
- 2.2.4. Identify barriers to implementing the vision, including any needed policy or programmatic changes, and assemble information on potential state and federal funding opportunities.
- 2.2.5. Coordinate efforts across city departments, utility providers, landowners, businesses, real estate professionals, and community leaders to implement the node and corridor plans.

2.3. Reimagine the business park, transforming vacancies with revenue-generating developments.

- 2.3.1. Ensure data related to current conditions, to include the classification and current state of buildings, vacancy rate, and ownership, is included in the real estate system.
- 2.3.2. Initiate a visioning process to generate ideas for the future of the business park; this process should include community engagement as well as private discussions with the landowners and current tenants.
- 2.3.3. Leverage ideas from the visioning process to create a plan for reinvigorating the business park.

2.4. Increase temporary activation of underutilized spaces, creating places for the community to gather.

- 2.4.1. Convene staff from departments such as planning and permitting to gain an understanding of what is working well with temporary events now, and where there are potential locations for underutilized space activation.
- 2.4.2. Identify potential locations for temporary events and corresponding programming. Solicit ideas about where these temporary activations could take place, as well as barriers to action, from organizations that regularly host community events.
- 2.4.3. Launch pilot programs to activate priority areas.

2.5. Identify the infrastructure needed to connect residents with amenities and job opportunities.

ITEM 19.2

ATTACHMENT 3

- 2.5.1.** Coordinate with the planning and public works departments to gain an understanding of current plans and opportunities related to pedestrian, bike, and trail infrastructure.
- 2.5.2.** Understand the needs and concerns of businesses in multi-modal transportation projects, with a focus on improved access and connectivity.
- 2.5.3.** Incorporate questions about transportation and access in BRE visits (action 1.1.1) and include this intel as part of the commercial real estate system (strategy 2.1).

2.6. Examine opportunities to revise, clarify, and create efficiencies in the zoning and permitting processes to encourage desired development.

- 2.6.1. Convene a forum of business owners and developers who regularly, or who have recently, engaged in real estate development projects in the region.
- 2.6.2. Continue to position the economic development department as a resource for businesses and developers, providing responsive information and creating connections with other departmental staff as needed.



GOAL 3. WORKFORCE PARTNERSHIPS

Description

Grow the local workforce through partnerships that enhance the pipeline of talent for employers and connect workers to training opportunities.

Strategies

1. Support the Chamber-led talent pipeline management program and consider expanding to include additional target industries.
2. Leverage the Rancho Cordova Chamber's TPM program to establish regional industry partnerships to foster relationship building, create effective workforce development programs, and address challenges.
3. Support the expansion of CTE access and exposure to job opportunities with local employers for high school students.
4. Convene an action committee of business leaders to identify issues and solutions to employment barriers such as childcare and transportation.

3.1. Support the Rancho Cordova chamber-led talent pipeline management program (TPM) and consider expanding to include additional target industries.

- 3.1.1.** Meet with chamber staff as the TPM program grows to celebrate successes, elevate any ecosystem gaps or needs, and assist with issues that arise.
- 3.1.2.** Serve as a convener between the chamber, SMUD, and other large-scale talent pipeline development efforts to identify potential areas of coordination and mutual impact.
- 3.1.3.** Measure the economic impact of the TPM program for workers and employers and publicize successes.
- 3.1.4.** Include TPM participants in BRE outreach efforts.

3.2. Leverage the chamber's TPM program to establish regional industry partnerships that will foster relationship building, create effective workforce development programs, and address talent pipeline challenges.

ITEM 19.2.

ATTACHMENT 3

- 3.2.1.** Convene industry leaders, educators, and workforce training providers who participated in the TPM program to introduce the potential benefits of a regional industry partnership and discuss the viability of establishing new partnerships.
- 3.2.2.** Connect members of the emerging regional partnership with leaders of established regional partnerships to focus on opportunities and lessons learned through their experiences.
- 3.2.3.** Collaborate with the emerging partnership to identify additional leaders and supporting partners, priority actions, and desired long-term outcomes.

3.3. Support the expansion of career and technical education (CTE) access and exposure to job opportunities with local employers for high school students.

- 3.3.1.** Convene leaders in business, education, workforce development, and nonprofits to align service provider and educational offerings with employer needs.
- 3.3.2.** Connect representatives from area workforce programs, community colleges, school district CTE coordinators, and local employers to identify and address gaps between programmatic offerings and employer hiring needs.
- 3.3.3.** Explore facilitating a leadership program for high school students that focuses on deepening community connections and highlighting local post-educational job opportunities.

3.4. Convene an action committee of business leaders to identify issues and solutions to employment barriers such as childcare and transportation.

- 3.4.1.** Convene employers, transit agencies, and transportation planners to discuss the transportation needs of the region's workforce and identify priorities for future action.
- 3.4.2.** Encourage multi-modal investments that create better connections between housing, jobs, and educational opportunities.
- 3.4.3.** Explore the feasibility of establishing an ongoing funding stream, possibly with private sector and grant funding, to invest in the childcare service ecosystem.
- 3.4.4.** Monitor the success metrics and impact of pilot programs as a factor in decision-making for future support.

NEXT STEPS

NEXT STEPS

ITEM 19.2.

- Implementation workshop with staff focused on operationalizing the plan

ATTACHMENT 3



THANK YOU



Follow us



@TIPStrategies

And sign up for our newsletter!



MEMORANDUM



ITEM 19.3.

DATE: November 18, 2024
TO: Honorable Mayor and Council Members
FROM: Brenda Roach, Human Resources Manager
SUBJECT: **A RESOLUTION FOR THE 180-DAY WAIT PERIOD EXCEPTION FOR HIRING ELIZABETH SPARKMAN AS A TEMPORARY EXTRA-HELP EMPLOYEE UNDER GOVERNMENT CODE SECTIONS 7522.56 AND 21224**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the appointment of Elizabeth Sparkman, a retired annuitant, to the position of Principal Engineer to perform emergency and extra work for the City of Rancho Cordova under the 180-day wait period exception Government Code Sections 7522.56 and 21224.

BACKGROUND

The Public Employees Pension Reform Act (PEPRA) made substantial changes to public employee pension laws in California. One of those changes requires retired annuitants to be separated from employment for at least 180 days before returning to work for an employer in the same retirement system from which they receive a pension. An exception can be made if the governing body adopts a Resolution to waive the separation period. The waiver allows the employer to hire a retired annuitant to perform work of limited duration, such as the elimination of backlogs, and limited term special projects.

New growth in the City is currently in various stages of development, including initial planning for new specific plan areas to continue construction of infrastructure required for already entitled projects. The funding of infrastructure including, but not limited to, the identification and proposed funding under existing Specific Plan Fee Programs, and well as developing and implementing new fee programs to serve new areas under consideration for development, requires dedicated time commitments and input from City staff with specific expertise. A recent retirement from the Community Development Department has left a temporary void within the infrastructure financing implementation team. Extra help is needed to provide special expertise in the funding of infrastructure, assist with special projects, train new staff, and work in excess of what regular staff cannot do for the Community Development Department.

FISCAL IMPACT AND FUNDING SOURCE

The funds for this appointment will be absorbed into the current Community Development Department budget.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2024

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, FOR THE 180-DAY WAIT PERIOD FOR HIRING A RETIREE AS A
TEMPORARY EXTRA HELP EMPLOYEE EXCEPTION (GOVERNMENT CODE SECTIONS
7522.56 AND 21224)**

WHEREAS, in compliance with California Government Code Section 7522.56 the City Council of the City of Rancho Cordova must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Elizabeth Sparkman, CalPERS ID 2418734168, retired from City of Rancho Cordova in the position of Community Development Director, effective November 2, 2024; and

WHEREAS, Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is May 2, 2024, without this certification resolution; and

WHEREAS, Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council of the City of Rancho Cordova and Elizabeth Sparkman certify that Elizabeth Sparkman has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council of the City of Rancho Cordova hereby appoints Elizabeth Sparkman as an extra-help retired annuitant to perform the duties of the Principal Engineer and assist with new development related financing mechanisms for the City of Rancho Cordova under Government Code section 21224, effective November 25, 2024; and

WHEREAS, the entire appointment document between Elizabeth Sparkman and the City of Rancho Cordova has been reviewed by this body and is attached herein; and.

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and.

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and.

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and.

WHEREAS, the maximum base salary for this position is \$14,862.42 per monthly and the hourly equivalent is \$85.74, and the minimum base salary for this position is \$12,135.07 per month and the hourly equivalent is \$70.01; and

WHEREAS, the hourly rate paid to Elizabeth Sparkman will be \$85.74; and

WHEREAS, Elizabeth Sparkman has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA certifies the nature of the employment of Elizabeth Sparkman as described herein and detailed in the attached appointment document and that his appointment is necessary to fill the critically needed position of Principal Engineer for the City of Rancho Cordova by November 25, 2024. The extra-help is needed to provide special expertise in the funding of infrastructure, assist with special projects, train new staff, and work in excess of what regular staff cannot do for the Community Development Department.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk