

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, March 17, 2025

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

How to Observe or Listen to the Meeting:

- Online via Zoom: <https://cityofranchocordova.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@cityofranchocordova.org no later than 2:00 p.m. on Monday, March 17, 2025. Written comments received no later than 2:00 p.m. will be distributed to the Council, filed in the record, and will not be read aloud. All comments submitted later than 2:00 p.m. will be distributed to the Council.

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

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

Pulipati

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Ruby Smallwood with the Sacramento Sherriff's Chaplaincy will give the invocation.

5. PRESENTATIONS

5.1. Presentation by Nor Cal School for the Arts.

5.2. Presentation of Proclamation in Recognition of Rancho Cordova Whisker Warriors' 10th Anniversary.

5.3. Presentation of Proclamation in Recognition of Women's History Month.

6. PUBLIC COMMENT

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

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

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

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of March 3, 2025.
Recommendation: Adopt the minutes.

9.2. **Subject:** A Resolution Approving the Final Map of The Ranch Village 17, Subdivision No. FM-24-0049, and Authorizing the City Manager to Execute Subdivision Improvement Agreement Contract No. 2025-25 with K. Hovnanian at Jaeger Ranch, LLC.
Recommendation: Adopt the Resolution.

9.3. **Subject:** A Resolution Approving the Final Map of The Ranch Village 14 & 16, Subdivision No. FM-24-0050, and Authorizing the City Manager to Execute Subdivision Improvement Agreement Contract No. 2025-26 with K. Hovnanian at Jaeger Ranch, LLC.
Recommendation: Adopt the Resolution.

- 9.4. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-19 in an Amount not to Exceed \$909,000.00 with Rapid Services LLC to Construct the Baroque Drive Traffic Calming Project.
Recommendation: Adopt the Resolution.
- 9.5. **Subject:** A Resolution Accepting a Grant from the U.S. Department of Transportation in the amount of \$950,000 and Authorizing the City Manager or His Designee to Execute Contract No. 2025-47, a Subrecipient Agreement with the Sacramento Area Council of Governments.
Recommendation: Adopt the Resolution.
- 9.6. **Subject:** A Resolution to Approve the Appointment of the City of Rancho Cordova and Golden State Water Company Representatives to the Governing Board of the Sacramento Central Groundwater Authority.
Recommendation: Adopt the Resolution.
- 9.7. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-34 with Konica Minolta Business Solutions in an Amount not to Exceed \$381,012 for OnBase Document Management Subscription Services.
Recommendation: Adopt the Resolution.
- 9.8. **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 2025-58 with Dowdle Studios, LLC in an Amount not to Exceed \$250,000 for Puzzle Design and Production.
Recommendation: Adopt the Resolution.
- 9.9. **Subject:** A Resolution Affirming Our Commitment to Literacy.
Recommendation: Adopt the Resolution.
- 9.10. **Subject:** Treasurer's Report - December 31, 2024.
Recommendation: Receive and file report.
- 10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE**
- 10.1. **Subject:** Resolutions and an Ordinance Related to the Formation of the City of Rancho Cordova Preserve Community Facilities District No. 2025-1.
Recommendation: Adopt the Resolutions and waive first reading and introduce the Ordinance.
- 10.2. **Subject:** A Resolution Approving the 2024 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER) for Submittal to US Department of Housing and Urban Development (HUD).
Recommendation: Adopt the Resolution.
- 10.3. **Subject:** Jackson Properties Warehouse Storage Building - Major Design Review Amendment and Height Exception (CEQA Exempt Pursuant to Section 15183. Projects Consistent with a Community Plan or Zoning) - Project No. PLND-0924-0110.
Recommendation: Determine the project exempt per California Environmental Quality Act (CEQA) Guidelines Exemption 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) and adopt the Resolution for the Jackson Properties Warehouse Storage Building Major Design Review Amendment and Height Exception, PLND-0924-0110, subject to the findings, Project Plans, and Conditions of Approval.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. Subject: Active Transportation Plan Project Update.

Recommendation: Receive a presentation from staff on the Active Transportation Plan and provide direction on the vision statement and goals. Providing direction to staff would guide the development of the plan and focuses that align with City Council priorities.

12.2. Subject: City Mascot Discussion.

Recommendation: Receive presentation and discuss options.

12.3. Subject: Appointment of Real Property Negotiators: Micah Runner, City Manager and Adam U. Lindgren, City Attorney. Property Address: 10455 Investment Circle, Assessor's Parcel Number (APN): 057-0212-008-0000.

Recommendation: Approve appointment of Real Property Negotiators.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURN TO CLOSED SESSION

The Mayor will adjourn the meeting to closed session.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

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

16.1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)(two cases).

16.2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: Properties: 10455 Investment Circle APN 057-0212-008-0000. City Negotiators: Micah Runner, City Manager, and Adam U. Lindgren, City Attorney. Negotiating Parties: Center of Praise Ministries, Inc. Under Negotiation: Price and Terms of Payment.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS

March 25, 2025	5:30 PM Special Meeting/Work Session
April 7, 2025	4:00 PM Special Meeting/5:30 PM Regular Meeting
April 21, 2025	5:30 PM Regular Meeting
April 29, 2025	5:30 PM Special Meeting/Work Session
May 13, 2025	5:30 PM Special Meeting/Work Session
May 19, 2025	5:30 PM Regular Meeting
May 27, 2025	5:30 PM Special Meeting/Work Session
June 2, 2025	4:00 PM Special Meeting/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 March 17, 2025, Regular Meeting of the Rancho Cordova City Council was posted and available for review on March 13, 2025, at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed March 13, 2025, at Rancho Cordova, California.

A handwritten signature in blue ink that reads "Stacy Leitner". The signature is written in a cursive, flowing style.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, March 3, 2025

4:00 PM – Special Meeting

American River Room

5:30 PM – Regular Meeting

David B. Roberts Council Chambers

City Hall

2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Pulipati called the Special meeting to order in the American River Room at 4:07 p.m.

Council Members Present: Linda Budge, Garrett Gatewood, Joe Little (arrived at 4:15 p.m.), David Sander, and Mayor Siri Pulipati

Council Members Absent: None

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING

- 3.1. Subject:** Discussion and Possible Direction on City Council Appointments to Regional Boards, Commissions and Committees to Enhance Community and Regional Partnerships

Recommendation: Recommend discussing a strategy for leveraging City Council appointments to regional boards, commissions, and committees that will strengthen community and regional partnerships, support key initiatives and projects, and provide any additional direction related to City Council appointments to regional boards, commissions, and committees.

ITEM 9.1.

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

ATTACHMENT 1

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

ACTION: Motion to appoint Council Member Joe Little as Alternate to the Sacramento Metropolitan Air Quality Management District by Budge second by Pulipati;
Motion passed with a 5:0 vote.

Council Member Budge left the meeting at 5:14 p.m.

ACTION: Input was received regarding City Council Appointments to Regional Boards, Commissions, and Committees to Enhance Community Regional Partnerships.

4. **ADJOURNMENT OF SPECIAL MEETING**

Mayor Pulipati adjourned the Special meeting to the Regular meeting at 5:20 p.m.

5. **REGULAR MEETING - CALL TO ORDER/ROLL CALL**

Mayor Pulipati called the Regular meeting to order in the David B. Roberts Council Chambers at 5:44 p.m.

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

Council Members Absent: None

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

6. **METRO CABLE TV TELEVISION ANNOUNCEMENT**

The City Clerk read the meetings recordings and playback schedule.

7. **PLEDGE OF ALLEGIANCE**

Cheryl Gleason led the pledge.

8. **INVOCATION**

Deacon Walt Little with St. John Vianney Catholic Church gave the invocation.

9. **PRESENTATIONS**

9.1. Cordova Community Council 65 Years and Counting.

9.2. Introduction of New Employees: Rachel Duhe, Deputy City Clerk by Stacy Leitner, City Clerk, Jacob Nunez, Management Analyst II by Michelle Mingay, Finance Manager, and Laura Fickle, Economic Development Manager by Amanda Norton, Economic Development Director.

10. **PUBLIC COMMENT**

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

1. Jorge Polo Tomas

Mayor Pulipati closed the public comment period.

11. **COUNCIL REPORTS**

ITEM 9.1.

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

ATTACHMENT 1

Council reported on events since the last meeting.

12. CITY MANAGER'S REPORT

City Manager Micah Runner gave his report.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

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

ACTION: Motion to approve items 13.1 through 13.6 by Budge second by Gatewood;
Motion passed with a 5:0 vote.

- 13.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of February 18, 2025.

Recommendation: Adopt the minutes.

- 13.2. **Subject:** A Resolution Authorizing Joint Application to and Participation in the Homekey+ Program for the Mather Veterans Village Phase 4 Project.

Recommendation: Adopt the Resolution.

- 13.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 2023-158-2 with Community Strong Strategies, LLC in an Amount not to Exceed \$117,437 for Economic Development Consulting Services.

Recommendation: Adopt the Resolution.

- 13.4. **Subject:** A Resolution Increasing the Annual Stormwater Utility Fee (SWUII) for Fiscal Year 2025-2026.

Recommendation: Adopt the Resolution.

- 13.5. **Subject:** A Resolution Updating the City's Records and Information Management Retention Schedule.

Recommendation: Adopt the Resolution.

- 13.6. **Subject:** A Resolution Adopting Amendments to the Ticket and Passes Distribution Policy.

Recommendation: Adopt the Resolution approving amendments to the Tickets and Passes Distribution Policy in accordance with Fair Political Practices Commission regulations on the reporting of gifts by public officials.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

15. PUBLIC HEARING ITEMS

- 15.1. **Subject:** A Resolution Approving the City of Rancho Cordova's Adjusted Storm Drainage Impact Fee Schedule for 2025, Paid by Developers to Mitigate for their Project Impacts on the City's Drainage System.

Recommendation: Adopt the Resolution.

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

ACTION: Motion to approve item 15.1 by Budge second by Gatewood;
Motion passed with a 5:0 vote.

16. REGULAR CALENDAR ITEMS

ITEM 9.1.

ATTACHMENT 1

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

16.1. **Subject:** Fiscal Year 2025-27 Budget Priorities Discussion.

Recommendation: Receive presentation and provide direction to staff.

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

1. Helen Whelan-Bashaw

Mayor Pulipati closed the public comment period.

ACTION: Input was received regarding the Fiscal Year 2025-27 Budget Priorities Discussion.

16.2. **Subject:** Communications Update.

Recommendation: Provide 2024 communications update, 2025 communications plans, and answer Council questions.

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

1. Derald Langwell

Mayor Pulipati closed the public comment period.

ACTION: Input was received regarding the Communications Update.

17. **COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS**

1. Homeless Update/RCPD Homeless Outreach Team (HOT) Update.

18. **ADJOURN TO CLOSED SESSION**

Mayor Pulipati adjourned the meeting to closed session at 8:32 p.m.

19. **CLOSED SESSION - CALL TO ORDER/ROLL CALL**

Mayor Pulipati called closed session to order at 8:33 p.m.

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

Council Members Absent: None

Staff Members Present: Adam Lindgren and Micah Runner

20. **CLOSED SESSION**

Council met in closed session to discuss the following items:

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

21. **OPEN SESSION - REPORT FROM CLOSED SESSION**

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

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

ATTACHMENT 1

22. ADJOURNMENT

Mayor Pulipati adjourned the meeting at 9:51 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: March 17, 2025
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF THE RANCH VILLAGE 17, SUBDIVISION NO. FM-24-0049, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2025-25 WITH K. HOVNANIAN AT JAEGER RANCH, LLC.**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in the City entering into Subdivision Improvement Agreement Contract No. 2025-25, Attachment 2, with K. Hovnanian at Jaeger Ranch, LLC, guaranteeing the construction of public utilities and the recording of the Final Subdivision Map of The Ranch Village 17, Attachment 3, creating 70 residential lots and six (6) roadway lots south of Chrysanthy Boulevard and east of Rancho Cordova Parkway.

BACKGROUND

The Final 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 Small Lot Tentative Map on January 6, 2020. A development agreement by the City and K. Hovnanian at Jaeger Ranch, LLC, was entered into on February 21, 2020, and recorded on May 1, 2020, in the official records of Sacramento County at Document No. 202005010617. The City Council approved the Large Lot Final Map of the Ranch-Phase 2 on June 5, 2023. A copy of the Final Map, Attachment 3, and copy of the Vicinity Map, Attachment 4, are included with this letter.

K. Hovnanian at Jaeger Ranch, LLC, has provided a Performance and Labor and Material Bond guaranteeing the construction of the public improvements. Wood Rodgers, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl and Associates dated September 26, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2024/2025 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-25
3. Final Map
4. Vicinity Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE RANCH VILLAGE 17, SUBDIVISION NO. FM-24-0049, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2025-25 WITH K. HOVNANIAN AT JAEGER RANCH, LLC.

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

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Ranch Village 17 Subdivision No. FM-24-0049 and does authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2025-25 with K. Hovnanian at Jaeger Ranch, LLC, in a form approved by the City Attorney.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT**THE RANCH VILLAGE 17 FINAL MAP
SUBDIVISION NO. FM-24-0049**

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

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated The Ranch Village 17, FM-24-0049 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.

ITEM 9.2.

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 36 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.

ITEM 9.2.

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 22.80.005 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 \$ 1,325,824.50. 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

ITEM 9.2.

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

Micah Runner, City Manager

Date: _____

ATTEST:

Stacy Leitner, CMC, City Clerk

GTIS-HOV HOLDINGS XVI LLC, a California
limited liability company

By: K. Hovnanian at Jaeger Ranch, LLC,
a California limited liability company, its
managing member

John Baayoun, Division President

Date: 2-13-25

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF THE RANCH VILLAGE 17.

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

1.

EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND 12.50' IN WIDTH, SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
2.

EASEMENT FOR THE PURPOSES OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES AND OTHER APPURTENANCES AS TOGETHER WITH AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS G, H, J, K, L, AND M, SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
3.

AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PRIVATE STREETS SHOWN HEREON.

GTIS-HOV HOLDINGS XVI LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: K. HOVNANIAN AT JAEGER RANCH, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY,
ITS MANAGING MEMBER

BY:

NAME:

YAHYA BAAYOUN

TITLE:

DIVISION PRESIDENT

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF K. HOVNANIAN AT JAEGER RANCH, LLC, IN NOVEMBER 2023. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE FEBRUARY 28, 2027 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I FURTHER CERTIFY THAT THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS ARE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND ANY SUBSEQUENT AMENDMENTS FOR THE PROJECT.

WOOD RODGERS, INC.

DENNIS L. BARBER
P.L.S. 8067

2/10/25

DATE



NOTARY'S ACKNOWLEDGMENT

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

STATE OF

California

)
COUNTY OF

Placer

) SS

ON

13

 DAY OF

February

, 2025 BEFORE ME,

S. Munroe

A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

Yahya Baayoun

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:

S. Munroe

PRINTED NAME:

S. Munroe

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:

Placer

MY COMMISSION EXPIRES:

march 26, 2028

MY COMMISSION No.:

2485591

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP – SUBDIVISION NO.
FM-24-0049 THE RANCH VILLAGE 17 – AND FIND IT TO BE TECHNICALLY CORRECT.



JOCelyn L. LIMAS

PLS 9596

DATE

CITY CLERK'S STATEMENT

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

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

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE RANCH VILLAGE 17, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

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

DATED: _____



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2025, AT _____ M. IN
BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS,
INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER
CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.
DONNA ALLRED COUNTY RECORDER DOCUMENT NO.: _____
COUNTY OF SACRAMENTO

BY: _____ FEE: \$ _____
DEPUTY RECORDER

FINAL MAP OF
**THE RANCH
VILLAGE 17**
SUBDIVISION NO. FM-24-0049
ALL OF LOT 7 AND A PORTION OF LOT 6 OF THAT FINAL MAP RECORDED IN
BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS;
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA


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

March 2025

Sheet 1 of 5

1296.009

BOUNDARY SHEET

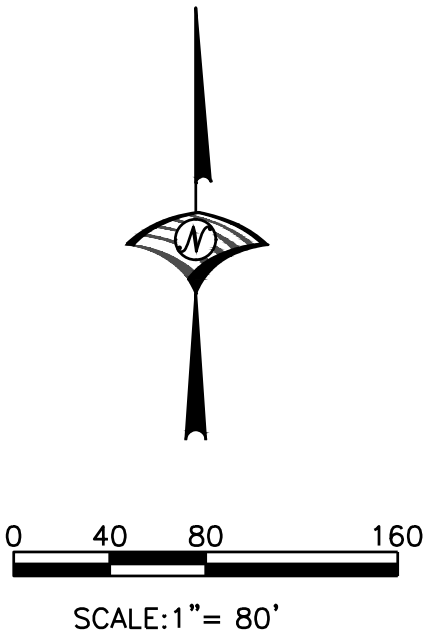
THE RANCH - PHASE 2
VILLAGES 15-1, 19, 20 AND 21-1
450 BM 10

LEGEND

- FOUND SECTION CORNER
- DIMENSION POINT
- FOUND MONUMENT AS NOTED
- 3/4" IRON PIPE WITH CAP STAMPED "LS 7944" TO BE SET PER (2)
- SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
- CENTERLINE
- SHEET NUMBER REFERENCE
- BM BOOK OF MAPS
- L= ARC LENGTH
- (R) RADIAL BEARING
- PUE PUBLIC UTILITY EASEMENT
- (OA) OVERALL
- SF SQUARE FEET

NOTES

- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS SUBDIVISION OF "THE RANCH - VILLAGE 17" IS 11.037± ACRES, CONSISTING OF 70 RESIDENTIAL LOTS AND 6 PRIVATE STREET LOTS.
- A SOILS REPORT DATED SEPTEMBER 26, 2019, WAS PREPARED FOR THIS SUBDIVISION BY WALLACE KUHL & ASSOCIATES. A COPY OF THIS REPORT ENTITLED "GEOTECHNICAL ENGINEERING REPORT, THE RANCH - RESIDENTIAL DEVELOPMENT, RANCHO CORDOVA, CALIFORNIA, WKA NO. 11103.03", IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTOR.
- 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
- NOTICE IS HEREBY GIVEN THAT THE KIEFER LANDFILL IS LOCATED APPROXIMATELY 2 MILES SOUTHEASTERLY OF THIS SUBDIVISION.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC UTILITY EASEMENT (PUE) IS HEREBY ABANDONED:
 - ALL OF THAT PORTION OF THE PUE SHOWN ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH - PHASE 2" FILED IN BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.
- LOT G, H, J, K, L, AND M ARE FOR PRIVATE ROADWAY AND PUBLIC UTILITY PURPOSES AND SHALL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT.
- THE SACRAMENTO AREA SEWER DISTRICT EASEMENT RECORDED IN DOCUMENT NUMBER 202411260648 LIES WITHIN LOTS G, H, J, K, L, AND M, AS SHOWN HEREON.



RADIAL BEARING TABLE - THIS SHEET ONLY	
NO.	BEARING
R1	N89°03'42"E
R2	S89°03'42"W

FINAL MAP OF
THE RANCH
VILLAGE 17

SUBDIVISION NO. FM-24-0049

ALL OF LOT 7 AND A PORTION OF LOT 6 OF THAT FINAL MAP RECORDED IN
BOOK 448 OF MAPS, AT PAGE 1, SACRAMENTO COUNTY RECORDS;
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA



WOOD RODGERS

BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

3301 O ST, BLDG. 100-B
SACRAMENTO, CA 95816

TEL 916.341.7760
FAX 916.341.7767

MARCH 2025

Sheet 2 of 5

1296.009

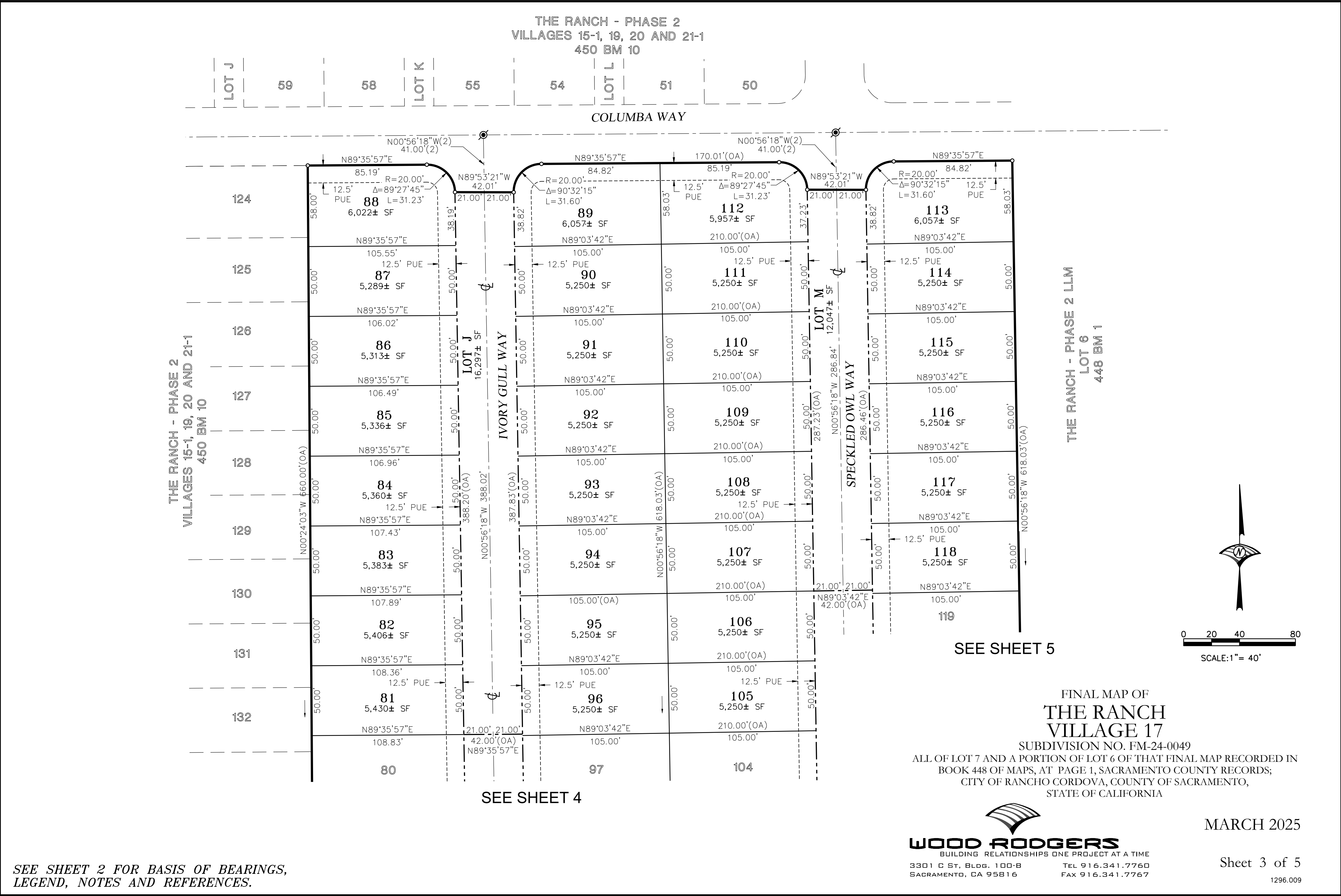
BASIS OF BEARINGS

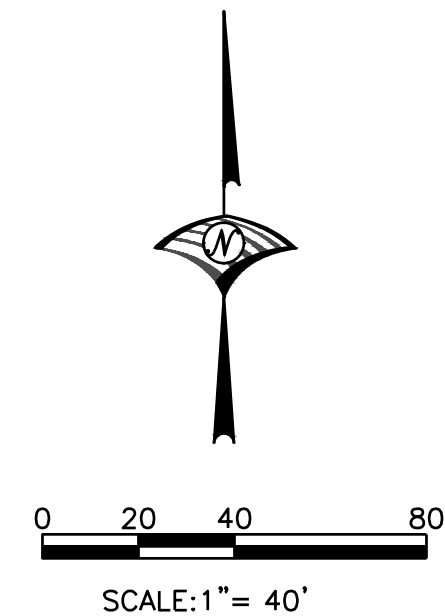
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THAT CERTAIN FINAL MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH", FILED FOR RECORD IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS. THE BEARING OF SAID LINE IS NORTH 00°56'18" WEST. DISTANCES SHOWN HEREON ARE GROUND BASED. TO DETERMINE GRID DISTANCES, MULTIPLY BY A COMBINED SCALE FACTOR OF 1.0000470000.

REFERENCES:

- 448 BM 2 LARGE LOT FINAL MAP OF THE RANCH - PHASE 2
- 450 BM 10 FINAL MAP OF THE RANCH -PHASE 2 VILLAGE 15-1, 120 AND 21-1

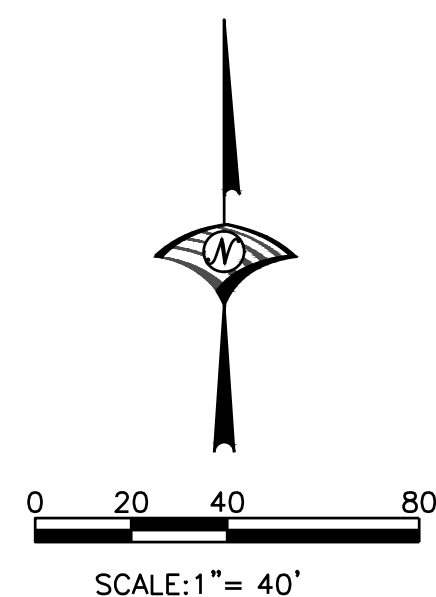
SEE SHEET 2 FOR LEGAL DESCRIPTION





WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

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

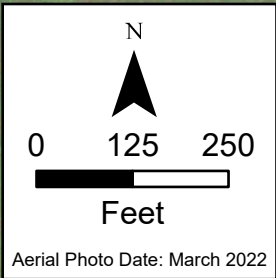
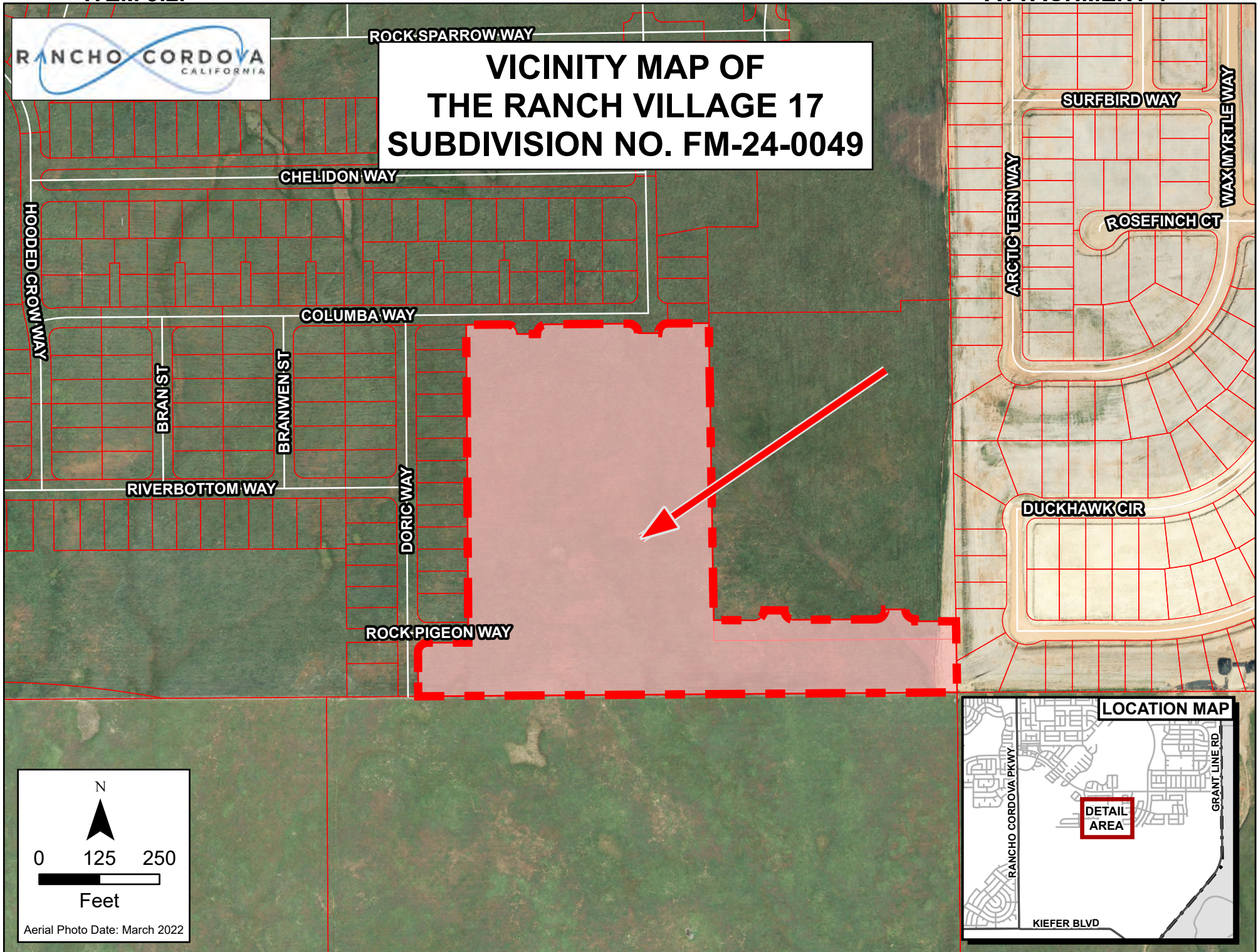


WOOD RODGERS
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3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767



**VICINITY MAP OF
THE RANCH VILLAGE 17
SUBDIVISION NO. FM-24-0049**



MEMORANDUM



ITEM 9.3.

DATE: March 17, 2025
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Quoc Nham, Senior Civil Engineer
SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF THE RANCH VILLAGE 14 & 16, SUBDIVISION NO. FM-24-0050, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2025-26 WITH K. HOVNANIAN AT JAEGER RANCH, LLC.**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would result in the City entering into Subdivision Improvement Agreement Contract No. 2025-26, Attachment 2, with K. Hovnanian at Jaeger Ranch, LLC., guaranteeing the construction of public utilities and the recording of the Final Subdivision Map of The Ranch Village 14 & 16, Attachment 3, creating 106 residential lots and three (3) landscape lots, and eight (8) roadway lots south of Chrysanthy Boulevard and east of Rancho Cordova Parkway.

BACKGROUND

The Final 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 Small Lot Tentative Map on January 6, 2020. A development agreement by the City and K. Hovnanian at Jaeger Ranch, LLC., was entered into on February 21, 2020, and recorded on May 1, 2020, in the official records of Sacramento County at Document No. 202005010617. The City Council approved the Large Lot Final Map of the Ranch-Phase 2 on June 5, 2023. A copy of the Final Map, Attachment 3, and copy of the Vicinity Map, Attachment 4, are included with this letter.

K. Hovnanian at Jaeger Ranch, LLC. has provided a Performance and Labor and Material Bond guaranteeing the construction of the public improvements. Wood Rodgers, Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl and Associates dated September 26, 2019.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2024/2025 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City.

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-26
3. Final Map
4. Vicinity Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF THE RANCH VILLAGE 14 & 16, SUBDIVISION NO. FM-24-0050, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 2025-26 WITH K. HOVNANIAN AT JAEGER RANCH, LLC.

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

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

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of The Ranch Village 14 & 16 Subdivision No. FM-24-0050 and does authorize the City Manager to execute Subdivision Improvement Agreement Contract No. 2025-26 with K. Hovnanian at Jaeger Ranch, LLC., in a form approved by the City Attorney.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.3.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

SUBDIVISION IMPROVEMENT AGREEMENT**THE RANCH VILLAGES 14 AND 16 FINAL MAP
SUBDIVISION NO. FM-24-0050**

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

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated The Ranch Villages 14 and 16, FM-24-0050 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.

ITEM 9.3.

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 **36** 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 22.80.005 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 \$ 1,873,806.00. 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

ITEM 9.3.

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

Micah Runner, City Manager

Date: _____

GTIS-HOV HOLDINGS XVI LLC, a California
limited liability company

By: K. Hovnanian at Jaeger Ranch, LLC,
a California limited liability company, its
managing member

John Baayoun, Division President

Date: 2-13-25

ATTEST:

Stacy Leitner, CMC, City Clerk

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF THE RANCH VILLAGE 14 & 16.

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

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES, THE PUBLIC ROAD DESIGNATED HEREON AS CHRYSANTHY BOULEVARD, AS SHOWN HEREON, AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- 1. EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOT A AND THOSE STRIPS OF LAND 12.50' AND 10.00' IN WIDTH, SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE).
- 2. EASEMENT FOR THE PURPOSES OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES AND OTHER APPURTENANCES AS TOGETHER WITH AND AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS D, E, F, G, H, I, J, AND K SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE)
- 3. EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS LOT A, SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (LE).
- 4. RIGHTS-OF-WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT A, SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (PE).
- 5. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PRIVATE STREETS SHOWN HEREON.

GTIS-HOV HOLDINGS XVI LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: K. HOVNANIAN AT JAEGER RANCH, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY,
ITS MANAGING MEMBER

BY: _____

NAME: YAHYA BAAYOUN

TITLE: DIVISION PRESIDENT

SURVEYOR'S STATEMENT

THIS FINAL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF K. HOVNANIAN AT JAEGER RANCH, LLC, IN NOVEMBER 2023. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE FEBRUARY 28, 2027 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I FURTHER CERTIFY THAT THE SIZE, SHAPE, LAYOUT AND NUMBER OF LOTS ARE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND ANY SUBSEQUENT AMENDMENTS FOR THE PROJECT.

WOOD RODGERS, INC.

DENNIS L. BARBER
P.L.S. 8067

2/10/25
DATE



NOTARY'S ACKNOWLEDGMENT

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

STATE OF California)
COUNTY OF Placer) SS

ON 13 DAY OF February, 2025 BEFORE ME, S. Munro
A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
Yahya Baayoun

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: S. Munro

PRINTED NAME: S. Munro

MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF:

Placer

MY COMMISSION EXPIRES: March 26, 2028

MY COMMISSION No.: 2485591

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP - SUBDIVISION NO. FM-24-0050, THE RANCH - VILLAGE 14 & 16 - AND FIND IT TO BE TECHNICALLY CORRECT.



JOCELYN L. LIMAS
PLS 9596

DATE

CITY CLERK'S STATEMENT

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

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

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF THE RANCH VILLAGE 14 & 16, AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

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

DATED: _____



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2025, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____ AT THE REQUEST OF WOOD RODGERS, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

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

BY: _____ FEE: \$ _____
DEPUTY RECORDER

FINAL MAP OF
THE RANCH
VILLAGE 14 & 16

SUBDIVISION NO. FM-24-0050

ALL OF LOT 5 AND A PORTION OF LOT 6 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, PAGE 1, SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO,
STATE OF CALIFORNIA



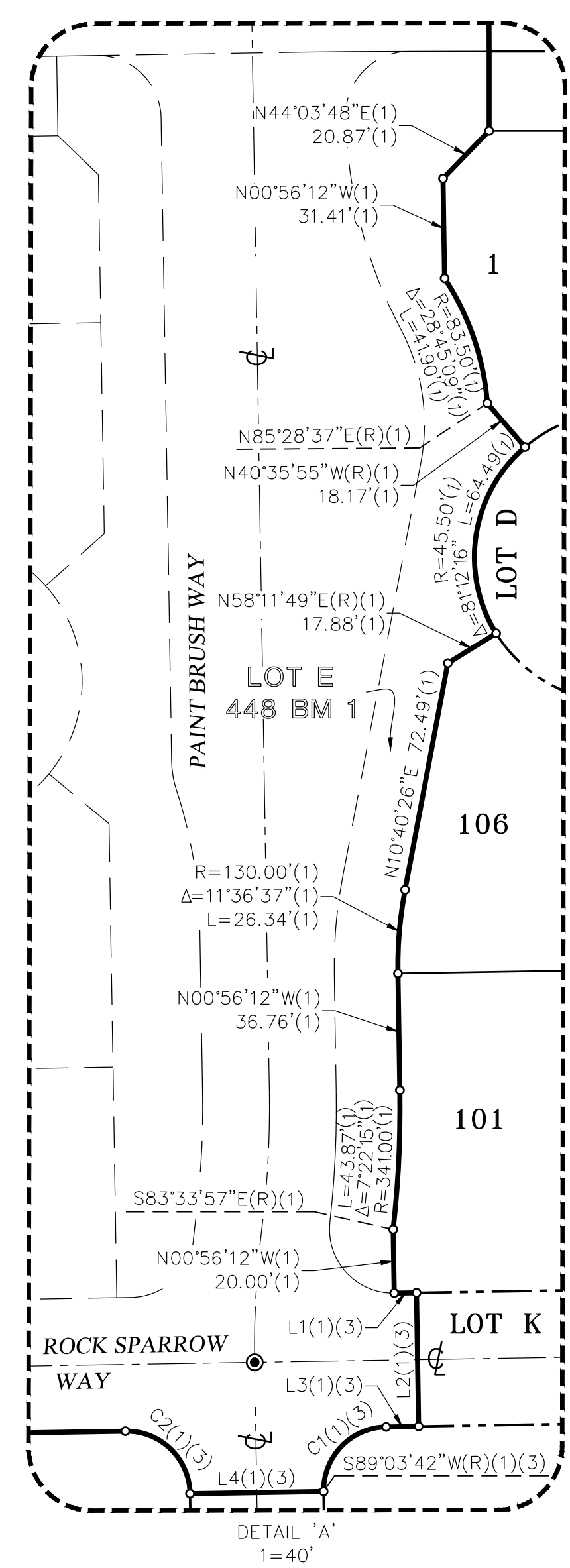
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

March 2025

Sheet 1 of 6

1296.009

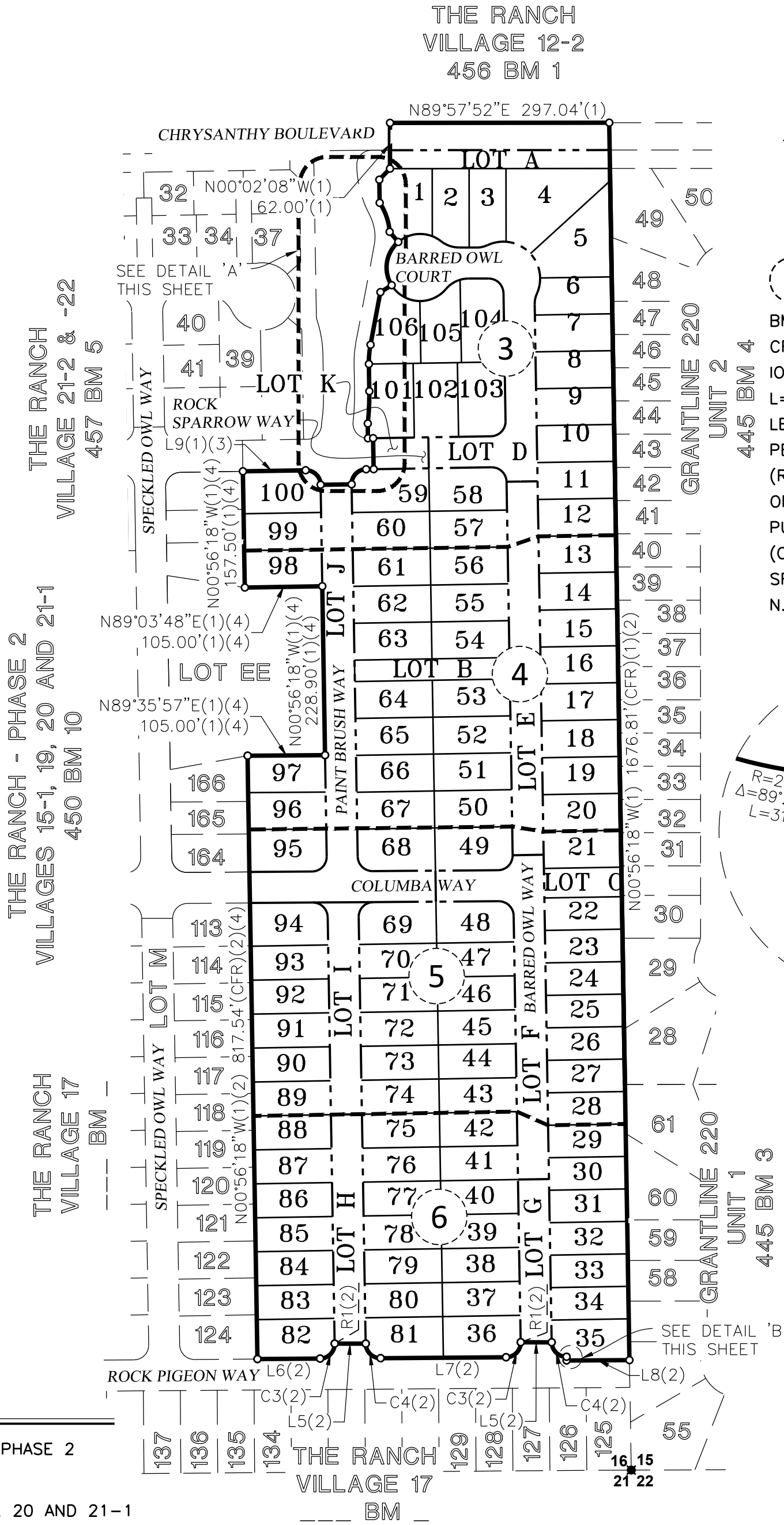
BOUNDARY SHEET



- REFERENCES:
- | | |
|------------------|--|
| (1) 448 MAPS 1 | LARGE LOT FINAL MAP OF THE RANCH - PHASE 2 |
| (2) --- MAPS --- | THE RANCH PHASE VILLAGE 17 |
| (3) 457 MAPS 5 | THE RANCH PHASE VILLAGE 21-2 & 22 |
| (4) 450 MAPS 5 | THE RANCH PHASE 2 VILLAGES 15-1, 19, 20 AND 21-1 |

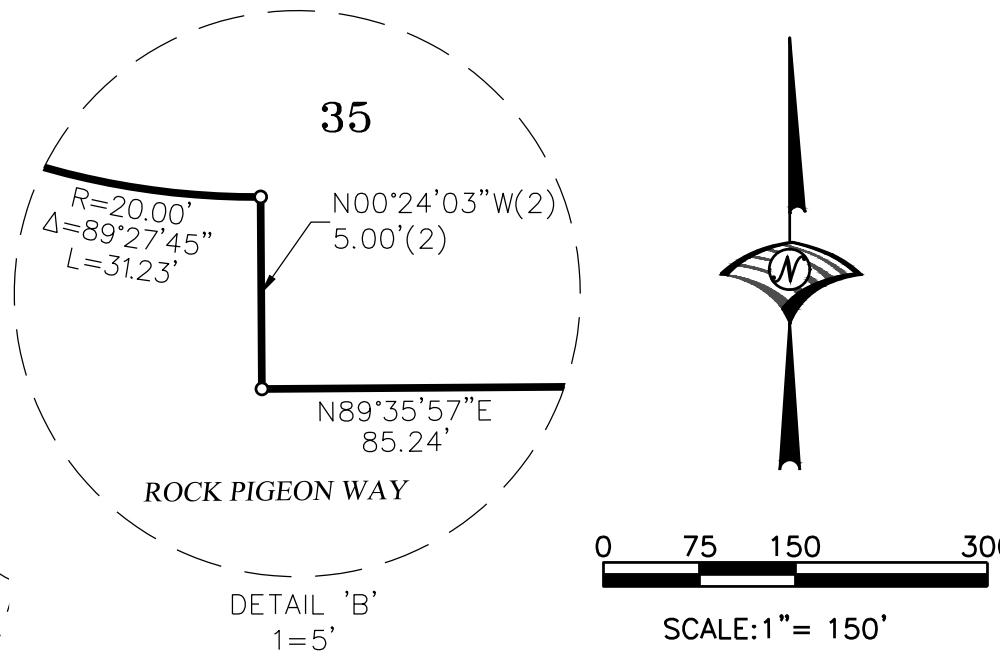
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THAT CENTAIN FINAL MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED FOR RECORD IN BOOK 448 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS. THE BEARING OF SAID WEST LINE IS TAKEN AS NORTH 00°56'18" WEST. DISTANCES SHOWN HEREON ARE GROUND BASED.



LEGEND

- DIMENSION POINT
- FOUND 1 1/4" GALVANIZED IRON PIPE WITH PLUG STAMPED "LS 8067"
- 3/4" IRON PIPE WITH CAP STAMPED "LS 7944" TO BE SET PER (3)
- FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067"
- SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
- CENTERLINE
- SHEET NUMBER REFERENCE
- BM BOOK OF MAPS
- CFR CALCULATED FROM RECORD
- IOD IRREVOCABLE OFFER OF DEDICATION
- L= ARC LENGTH
- LE LANDSCAPING EASEMENT
- PE PEDESTRIAN EASEMENT
- (R) RADIAL BEARING
- OR OFFICIAL RECORD
- PUE PUBLIC UTILITY EASEMENT
- (OA) OVERALL
- SF SQUARE FEET
- N.T.S. NOT TO SCALE



CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'07"	31.42'
C2	20.00'	89°59'53"	31.42'
C3	20.00'	90°32'15"	31.60'
C4	20.00'	89°27'45"	31.23'

LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N89°03'48"E	7.00'
L2	N0°56'12"W	42.00'
L3	N89°03'48"E	10.19'
L4	N89°03'55"E	42.00'
L5	N89°53'21"W	42.01'
L6	N89°35'57"E	84.82'
L7	N89°35'57"E	170.01'
L8	N89°35'57"E	85.24'
L9	N89°03'48"E	85.00'

RADIAL BEARING TABLE - THIS SHEET ONLY	
NO.	BEARING
R1	N89°03'42"E

NOTES

- ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS SUBDIVISION OF "THE RANCH - VILLAGE 14 & 16" IS 16.712± ACRES, CONSISTING OF 106 RESIDENTIAL LOTS, 3 LANDSCAPE LOTS AND 8 PRIVATE STREET LOTS.
- 5/8" REBAR CAPPED "LS 8067" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 8067" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
- A SOILS REPORT DATED SEPTEMBER 26, 2019, WAS PREPARED FOR THIS SUBDIVISION BY WALLACE KUHL & ASSOCIATES. A COPY OF THIS REPORT ENTITLED "GEOTECHNICAL ENGINEERING REPORT, THE RANCH - RESIDENTIAL DEVELOPMENT, RANCHO CORDOVA, CALIFORNIA, WKA NO. 11103.03", IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTOR.
- LOT A IS FOR LANDSCAPING, PEDESTRIAN AND PUBLIC UTILITY EASEMENT PURPOSES AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA IN FEE TITLE.
- LOTS B AND C ARE FOR LANDSCAPING PURPOSES AND LOTS D, E, F, G, H, I, J, AND K ARE FOR PRIVATE ROADWAY AND PUBLIC UTILITY EASEMENT PURPOSES AND SHALL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE DOCUMENT.
- THE SACRAMENTO AREA SEWER DISTRICT EASEMENT RECORDED IN DOCUMENT NUMBER 202411260647 LIES WITHIN LOTS D, E, F, G, H, I, J, AND K AS SHOWN HEREON.
- NOTICE IS HEREBY GIVEN THAT THE KIEFER LANDFILL IS LOCATED APPROXIMATELY 2 MILES SOUTHEASTERLY OF THIS SUBDIVISION.
- ALL LOTS BEING CREATED BY THIS MAP INCLUDE FEE TITLE TO THE CENTERLINE OF THE BOULEVARD, SHOWN HEREON, EXCEPT WHERE THE PUBLIC ROAD EASEMENT LINE IS ALSO THE COMMON LINE OF THE SUBDIVISION BOUNDARY, THEN THE FEE TITLE IS TO THE SUBDIVISION BOUNDARY.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING PUBLIC IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY (IOD) AND PUBLIC UTILITY EASEMENT (PUE) ARE HEREBY ABANDONED:
 - ALL OF THAT PORTION OF THE 74' IOD SHOWN ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.
 - ALL OF THAT 12.5' PUE SHOWN ON THAT MAP ENTITLED "LARGE LOT FINAL MAP OF THE RANCH" FILED IN BOOK 429 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS, LYING WITHIN THE BOUNDARY OF THIS MAP AND NOT SHOWN HEREON.

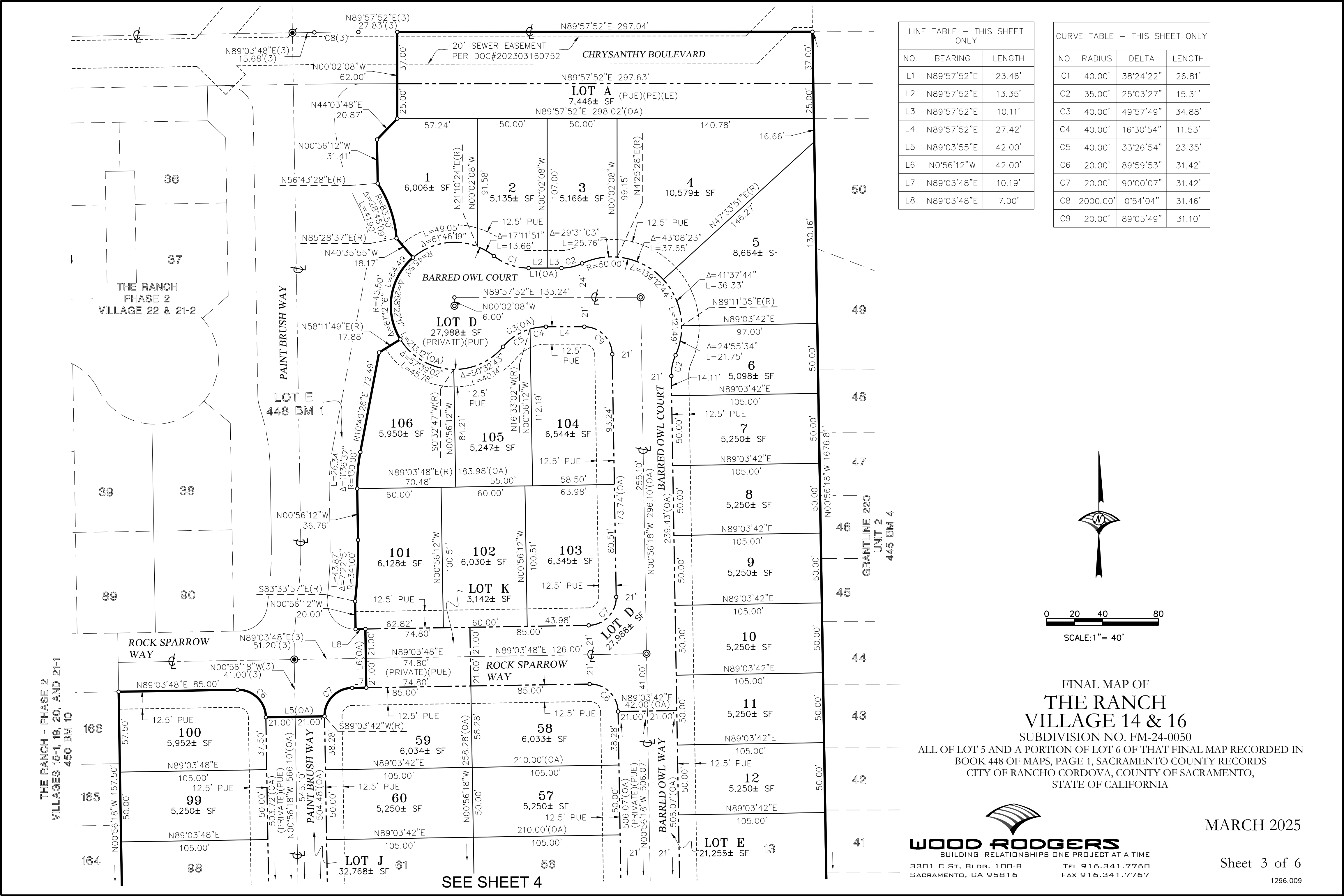
FINAL MAP OF
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VILLAGE 14 & 16
SUBDIVISION NO. FM-24-0050
ALL OF LOT 5 AND A PORTION OF LOT 6 OF THAT FINAL MAP RECORDED IN BOOK 448 OF MAPS, PAGE 1, SACRAMENTO COUNTY RECORDS
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STATE OF CALIFORNIA

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

MARCH 2025

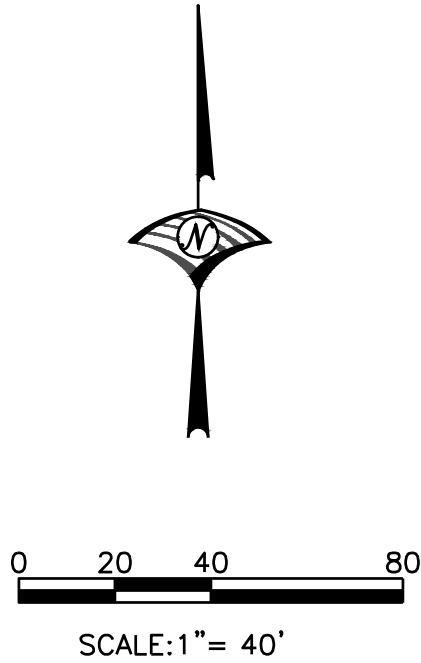
Sheet 2 of 6

1296.009



LINE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N89°57'52"E	23.46'
L2	N89°57'52"E	13.35'
L3	N89°57'52"E	10.11'
L4	N89°57'52"E	27.42'
L5	N89°03'55"E	42.00'
L6	N0°56'12"W	42.00'
L7	N89°03'48"E	10.19'
L8	N89°03'48"E	7.00'

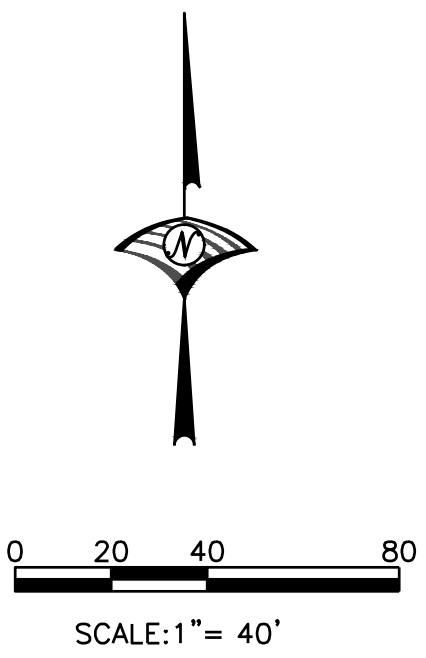
CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	40.00'	38°24'22"	26.81'
C2	35.00'	25°03'27"	15.31'
C3	40.00'	49°57'49"	34.88'
C4	40.00'	16°30'54"	11.53'
C5	40.00'	33°26'54"	23.35'
C6	20.00'	89°59'53"	31.42'
C7	20.00'	90°00'07"	31.42'
C8	2000.00'	0°54'04"	31.46'
C9	20.00'	89°05'49"	31.10'



SEE SHEET 3



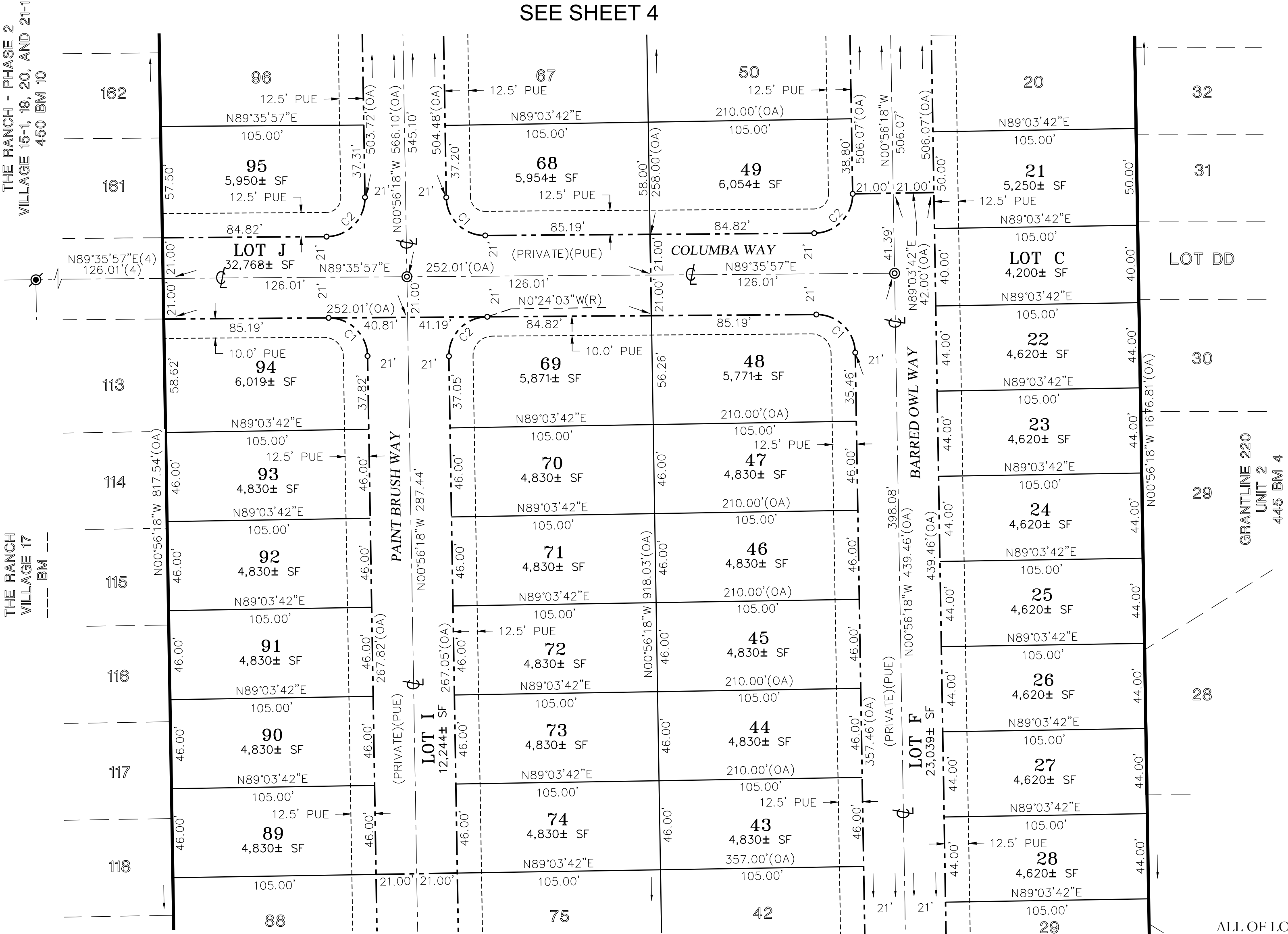
SEE SHEET 5



FINAL MAP OF
THE RANCH
VILLAGE 14 & 16
SUBDIVISION NO. FM-24-0050
ALL OF LOT 5 AND A PORTION OF LOT 6 OF THAT FINAL MAP RECORDED IN
BOOK 448 OF MAPS, PAGE 1, SACRAMENTO COUNTY RECORDS
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STATE OF CALIFORNIA

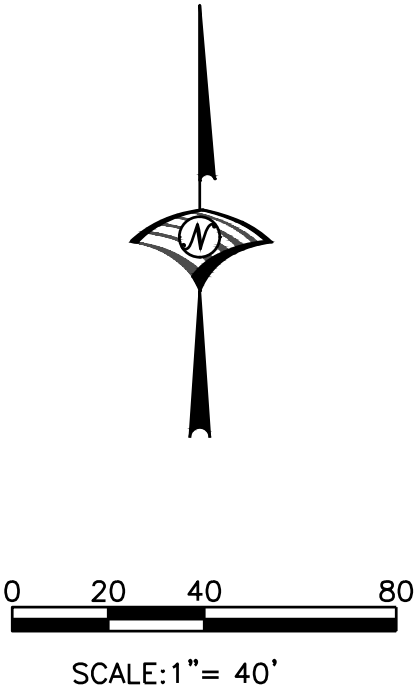

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3301 O ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

MARCH 2025
Sheet 4 of 6
1296.009



CURVE TABLE - THIS SHEET ONLY

NO.	RADIUS	LENGTH	DELTA
C1	20.00'	31.23'	89°27'45"
C2	20.00'	31.60'	90°32'15"

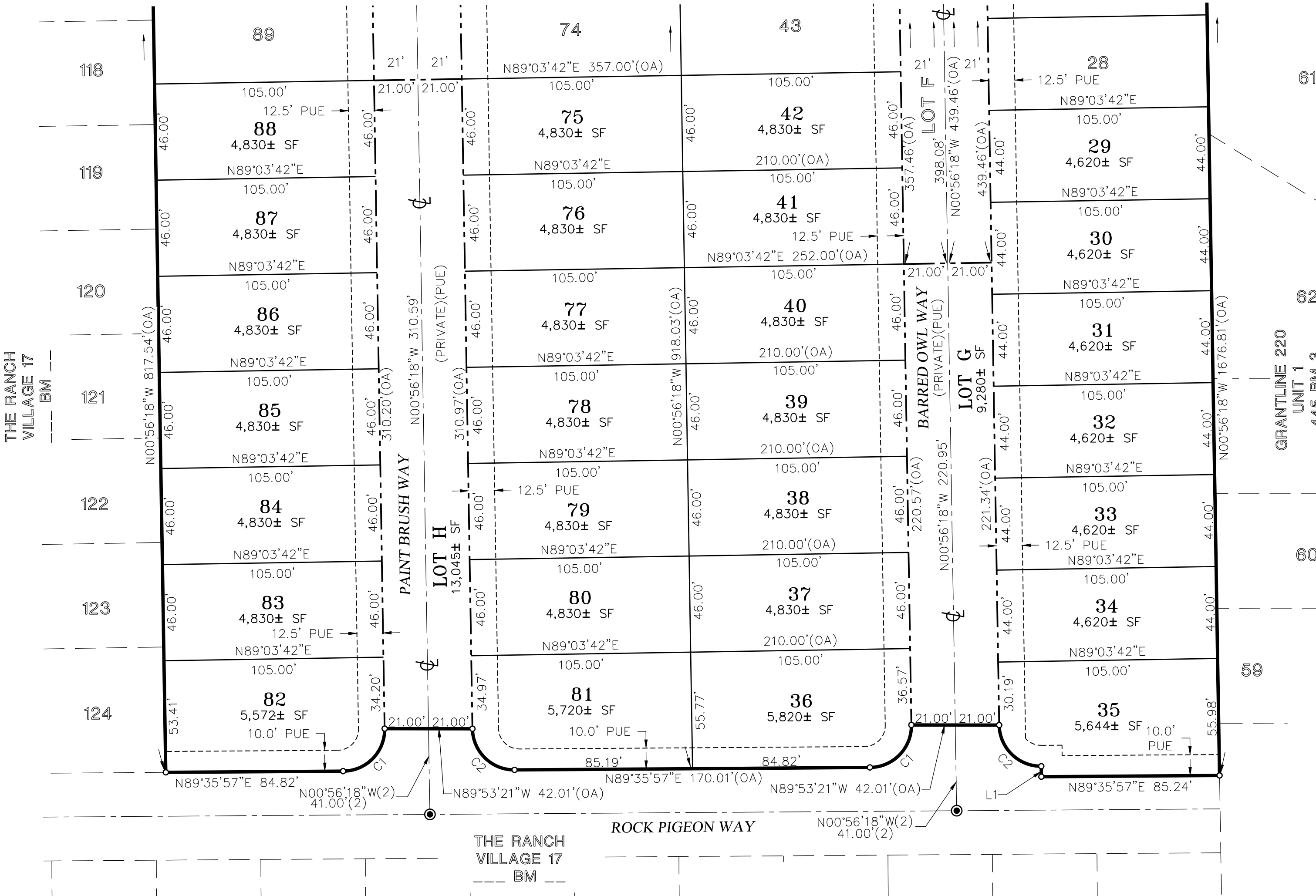


FINAL MAP OF
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VILLAGE 14 & 16
SUBDIVISION NO. FM-24-0050
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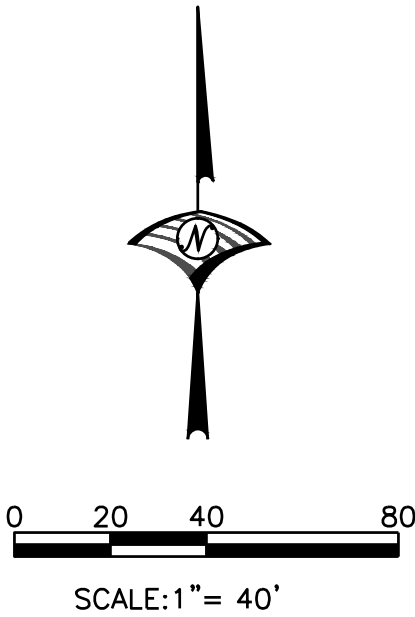
MARCH 2025
Sheet 5 of 6
1296.009

SEE SHEET 5



CURVE TABLE - THIS SHEET ONLY			
NO.	RADIUS	DELTA	LENGTH
C1	20.00'	90°32'15"	31.60'
C2	20.00'	89°27'45"	31.23'
C3	20.00'	90°32'15"	31.60'
C4	20.00'	89°27'45"	31.23'

CURVE TABLE - THIS SHEET ONLY		
NO.	BEARING	LENGTH
L1	N00°24'03"W	5.00'



FINAL MAP OF
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VILLAGE 14 & 16
SUBDIVISION NO. FM-24-0050
ALL OF LOT 5 AND A PORTION OF LOT 6 OF THAT FINAL MAP RECORDED IN
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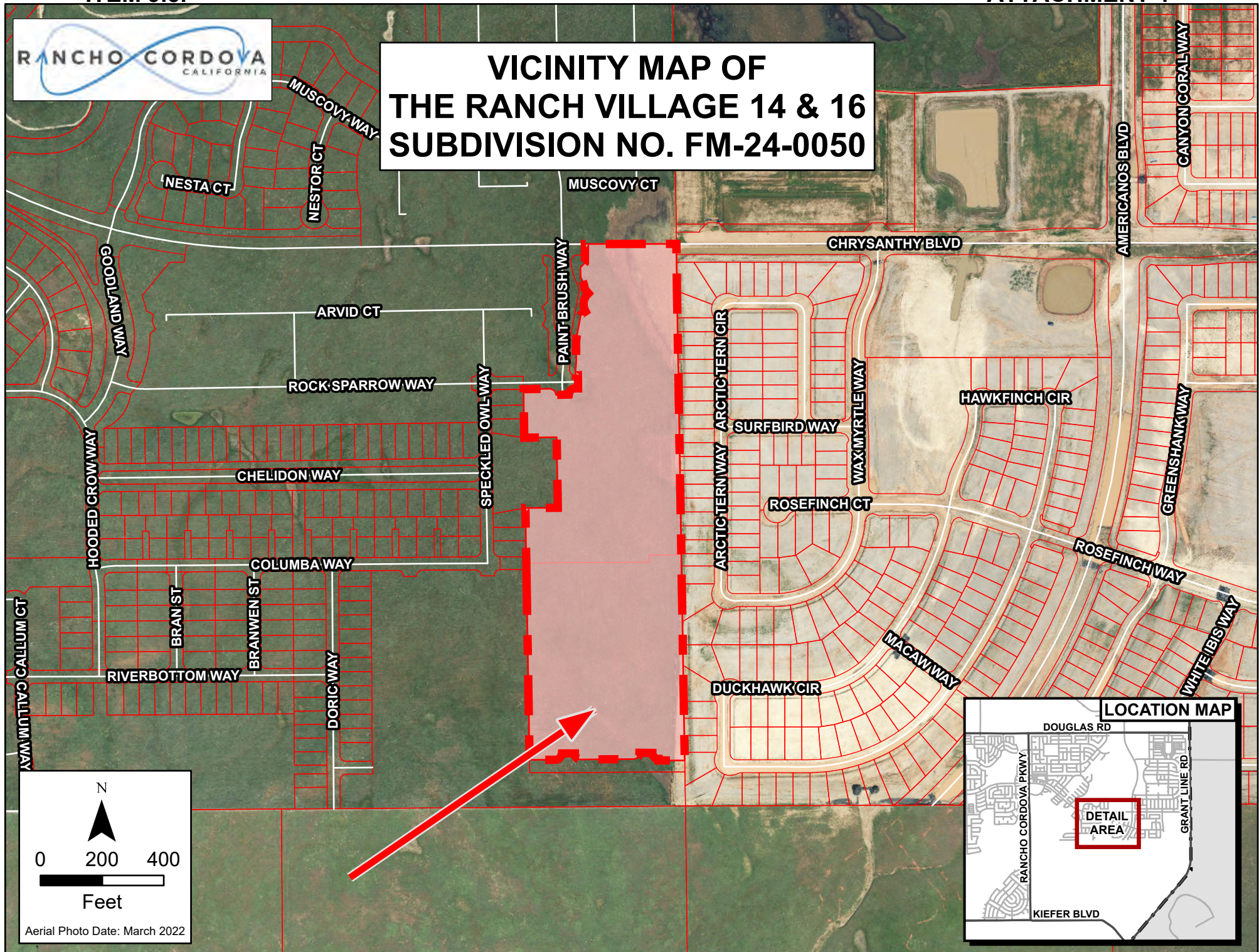
MARCH 2025

Sheet 6 of 6

1296.009



VICINITY MAP OF THE RANCH VILLAGE 14 & 16 SUBDIVISION NO. FM-24-0050



MEMORANDUM



ITEM 9.4.

DATE: March 17, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Edgar Medina, Principal Engineer
Austin Miller, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-19 IN AN AMOUNT NOT TO EXCEED \$909,000.00 WITH RAPID SERVICES LLC TO CONSTRUCT THE BAROQUE DRIVE TRAFFIC CALMING PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would improve public safety along a local road through the installation of buffered bike lanes, pavement preservation treatments and a pilot roundabout. The Project is intended to calm vehicular traffic while increasing safety for all users.

BACKGROUND

The Baroque Drive Traffic Calming Project (Project) is located in the Stone Creek neighborhood, [Attachment 2](#). The Project will include slurry seal, buffered bike lanes and other striping improvements along Baroque Drive and the installation of a pilot roundabout at the intersection of Baroque Drive and Kilgore Road. This project also includes the installation of solar powered Rectangular Rapid Flashing Beacons.

Bids for the Project were solicited on the City's website and on OpenGov.com, on December 20, 2024. Bids for the project were publicly opened on January 28, 2025. A total of nine (9) bids were received. The lowest responsible and responsive bid was \$909,000.00 from Rapid Services LLC. There were no Project bid alternatives. The contract award is based on the lowest, responsive and responsible bid. The Bid Summary is provided as [Attachment 3](#).

On January 30, 2025, the City received a bid protest from Zara Construction Inc. see [Attachment 4](#). Staff researched the bid protest claims and found them to be unsubstantiated, see [Attachment 5](#) response letter. Staff therefore recommends that the City Council award the contract to Rapid Services as the lowest, responsive, and responsible bidder.

The Project is expected to be under construction starting in Spring 2025 and completed in Summer 2025.

FISCAL IMPACT AND FUNDING SOURCE

This project is included in the Capital Improvement Plan budget for Fiscal Years 2023/2024 and 2024/2025. The Project budget consists of \$1,930,000 Measure A Maintenance funds. There is no impact to the City's General Fund.

ATTACHMENT(S)

1. Resolution
2. Project Area Map
3. Bid Summary
4. Bid Protest
5. Bid Protest Response
6. Contract 2025-19 Rapid Services LLC

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-19 WITH RAPID SERVICES LLC IN AN AMOUNT NOT TO EXCEED \$909,000.00 TO CONSTRUCT THE BAROQUE DRIVE TRAFFIC CALMING PROJECT

WHEREAS, the project will include slurry seal, buffered bike lanes and other striping improvements along Baroque Drive and the installation of a pilot roundabout at the intersection of Baroque Drive and Kilgore Road; and

WHEREAS, the City solicited bids for the Project under the requirements of the state and local laws and publicly opened bids on January 28, 2025; and

WHEREAS, the lowest responsible bidder was Rapid Services LLC; and

WHEREAS, adoption of this resolution will award the construction Contract No. 2025-19 to Rapid Services LLC in an amount not to exceed \$909,000.00 for the Baroque Drive Traffic Calming Project; and

WHEREAS, funding for this project consists of Measure A Maintenance funds; and

WHEREAS, the Project was reviewed under the requirements of the California Environmental Quality Act (CEQA), and it has been determined to be exempt from further review pursuant to CEQA Regulation 15301 subsection (c) for existing facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute construction Contract No. 2025-19 in an amount not to exceed \$909,000.00 with Rapid Services LLC and in a form approved by the City Attorney.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

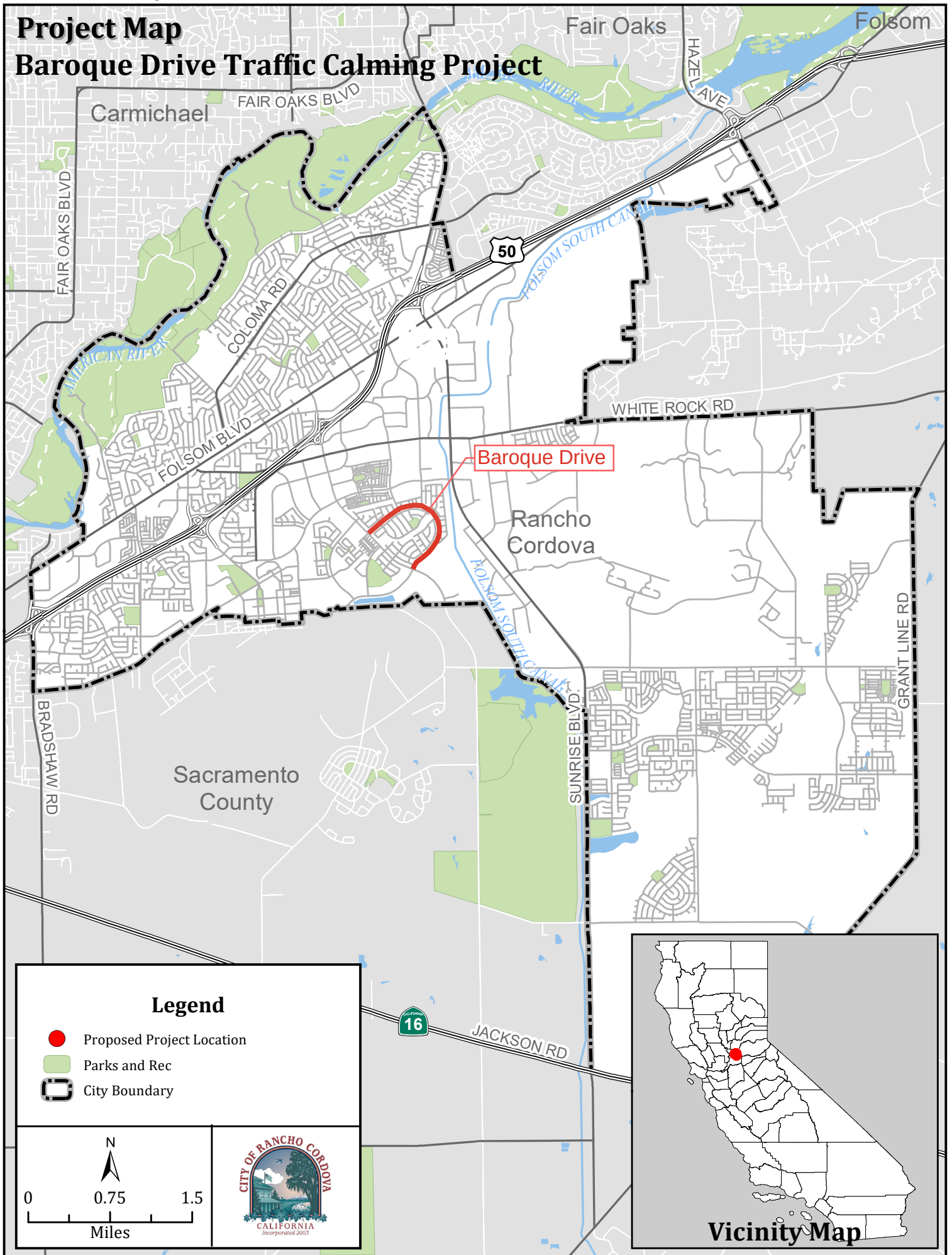
ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

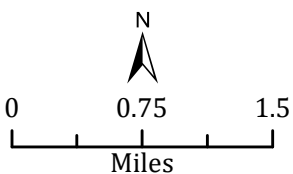
Project Map

Baroque Drive Traffic Calming Project



Legend

- Proposed Project Location
- Parks and Rec
- City Boundary



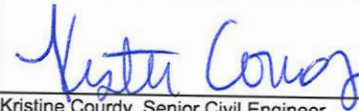


Baroque Dr Traffic Calming Project Bid Summary

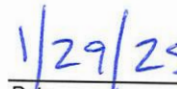
January 28, 2025, 2:00 pm, Open Gov

	Construction Contractor	BID TOTAL	Bid Schedule	Project Contact	Contractors License	DIR Registration	Equal Employment	Public Contract Code 10285.1, 10162, 10232 Statements	Designation of Subcontractors	Experience / Qualifications Questions 9-13	Bidder's Bond	Non-Collusion Affidavit	Debarment & Suspension	CARB Certificate of Reported Compliance	Submittal Confirmation
A	Rapid Services LLC	\$909,000.00	X	X	X	X	X	X	X	X	X	X	X	X	X
B	Zara Construction, Inc.	\$1,034,816.50	X	X	X	X	X	X	X	X	X	X	X	X	X
C	FBD Vanguard Construction, Inc.	\$1,041,117.70	X	X	X	X	X	X	X	X	X	X	X	X	X
D	VSS International, Inc.	\$1,094,120.00	X	X	X	X	X	X	X	X	X	X	X	X	X
E	B&M Civil LLC	\$1,097,923.00	X	X	X	X	X	X	X	X	X	X	X	X	X
F	Dutch Contracting, Inc.	\$1,101,608.65	X	X	X	X	X	X	X	X	X	X	X	X	X
G	Ghilotti Bros., Inc.	\$1,129,543.50	X	X	X	X	X	X	X	X	X	X	X	X	X
H	DRYCO Construction, Inc.	\$1,186,913.50	X	X	X	X	X	X	X	X	X	X	X	X	X
I	Martin Brothers Construction, Inc.	\$1,253,249.00	X	X	X	X	X	X	X	X	X	X	X	X	X

Attendees: Austin Miller, Assistant Civil Engineer
Kristine Courdy, Senior Civil Engineer



Kristine Courdy, Senior Civil Engineer



Date

ZARA CONSTRUCTION

GENERAL ENGINEERING & GENERAL CONSTRUCTION

SPECIALIZED IN CONCRETE TILT UP CONSTRUCTION, EARTHWORK,
GROUNDWORK UTILITIES, ASPHALT PAVING & SOLAR CANOPIESCSLB NUMBER: 1063261
DIR NUMBER: 1000854264
SB-PW ID: 2024361

City of Rancho Cordova
Public Works
8401 Laguna Palms Ways
Elk Grove California 95758

Subject: Formal Bid Protest – Baroque Drive Traffic Calming Project

Hello Austin,

Zara Construction formally submits this bid protest regarding the lowest bidder of the Baroque Drive Traffic Calming Project. We believe that the bid submitted by Rapid Grading Services does not meet the requirements. The following reasons form the basis of our protest:

1. Suspended Contractor's License at the Time of Bid Submission

According to the requirements of the bidding process, all bidders must possess a valid and active contractor's license at the time of bid submission. However, as per the attached evidence, Rapid Grading Services' license was suspended and not active at the time of the bid opening on January 28, 2025. The submission of a bid without a valid and active license should render their bid non-responsive and ineligible for award. This is a direct violation of the California Public Contract Code and the bidding regulations.

2. Lack of Relevant Experience in RRFB Installation and Striping Work

In addition to the issue of an inactive license, we strongly believe that Rapid Grading Services lacks the necessary experience in the installation of Rectangular Rapid Flashing Beacons (RRFB) and striping work, which are critical components of the Baroque Drive Traffic Calming Project. Based on our industry knowledge and research, Rapid Grading Services has not undertaken any previous projects involving the installation of RRFBs or striping work. Awarding the contract to a contractor lacking the requisite experience poses significant risks in terms of project quality, safety, and timely execution.

Considering the above points, we respectfully request the City of Rancho Cordova to:

- Please disqualify Rapid Grading Services from the bidding process due to their inactive license at the time of bid submission.
- Evaluate the bids and award the contract to a responsive and responsible bidder with the required qualifications and experience.

We appreciate your time and attention to this matter. Please confirm receipt of this protest and advise on the next steps in the review process. Should you require any additional information or documentation, we are prepared to provide further supporting evidence.

Sincerely,
Atif Zahoor
President
Zara Construction
650-353-8485



+1(650) 353 8485

zaraconstruction.com
atifza@gmail.com2343 Donner Pass Ave
Sacramento CA 95835

February 4, 2025

Zara Construction
2343 Donner Pass Ave
Sacramento, CA 95835

Sent Electronically

Attention: Atif Zahoor, President

**SUBJECT: City of Rancho Cordova Response to Bid Protest per County Specification
Section 3-3.01.C for the Baroque Drive Traffic Calming Project, City Project
CP23-2240**

Dear Mr. Zahoor:

On January 30, 2025, the City of Rancho Cordova (City) received a bid protest for the City of Rancho Cordova Baroque Drive Traffic Calming Project, City Project CP23-2240, from Zara Construction (Zara) (Attachment 1). Below is the City's written response to the bid protest:

Issue #1

Zara's first protest alleges that Rapid Services LLC did not have a valid and active contractor's license at the time of the bid submission.

Per the attached printout of the Contractors State License Board page for Rapid Services on the date of the bid opening (1/28/2025) (Attachment 2), there is a notice that the contractor's license is under Contractors Bond Suspension. This suspension was triggered by the expiration of Rapid Services' old Contractor's Bond. Per the notice,

"A contractor's bond may have been received by the Board but not yet processed. Once the bond is processed the suspension will be lifted retroactively to the effective date of the bond."

Per the attached printout of the Contractors State License Board page for Rapid Services LLC on January 29, 2025 (Attachment 3), Rapid Services' new Contractor's Bond went into effect on January 27, 2025. Therefore, the suspension of Rapid Services' contractor's license has retroactively been removed before the date of the project's bid opening.

Rapid Services has demonstrated that they had a valid and active contractor's license at the time of the bid opening, Zara's bid protest based on Rapid Services' suspended contractor's license is not substantiated and the City finds Rapid Services' bid to be responsive to this requirement.

Issue #2

Zara's second protest alleges that Rapid Services lacks the necessary experience in the installation of Rectangular Rapid Flashing Beacons (RRFBs) and striping work.

Rapid Services' bid lists Gremelli Industries for the RRFB work and Sierra Traffic Markings for the striping work included in this project as subcontractors (Attachment 4). Gremelli Industries has a valid and active C-10 electrical license and Sierra Traffic Markings has a valid and active C-32 parking and highway improvement license.

Rapid Services has demonstrated that they and their subcontractors have the necessary and relevant experience to perform the work required for this project, Zara's bid protest based on lack of relevant experience is not substantiated and the City finds Rapid Services' bid to be responsive to this requirement.

Conclusion

The City finds that Rapid Services is the lowest responsive and responsible bidder for the City of Rancho Cordova Baroque Drive Traffic Calming Project, City Project CP23-2240. This contract will be recommended for award at the March 17, 2025, City Council Meeting.

If you have any questions, please contact Edgar Medina at emedina@cityofranhocordova.org

Regards,



Edgar Medina, PE
Principal Civil Engineer

Attachments:

- 1) Zara Construction (Zara) Formal Bid Protest for the City of Rancho Cordova Baroque Drive Traffic Calming Project
- 2) Rapid Services' Contractors State License Board Page on Bid Opening (1/28/2025)
- 3) Updated Rapid Services' Contractors State License Board Page on January 29, 2025
- 4) Rapid Services' Designation of Subcontractors
- 5) Sacramento County Specifications Section 3-3.01.C Bid Award Protest

ZARA CONSTRUCTION

GENERAL ENGINEERING & GENERAL CONSTRUCTION

SPECIALIZED IN CONCRETE TILT UP CONSTRUCTION, EARTHWORK,
GROUNDWORK UTILITIES, ASPHALT PAVING & SOLAR CANOPIES

Attachment 1

CSLB NUMBER: 1063261
DIR NUMBER: 1000854264
SB-PW ID: 2024361

City of Rancho Cordova
Public Works
8401 Laguna Palms Ways
Elk Grove California 95758

Subject: Formal Bid Protest – Baroque Drive Traffic Calming Project

Hello Austin,

Zara Construction formally submits this bid protest regarding the lowest bidder of the Baroque Drive Traffic Calming Project. We believe that the bid submitted by Rapid Grading Services does not meet the requirements. The following reasons form the basis of our protest:

1. Suspended Contractor's License at the Time of Bid Submission

According to the requirements of the bidding process, all bidders must possess a valid and active contractor's license at the time of bid submission. However, as per the attached evidence, Rapid Grading Services' license was suspended and not active at the time of the bid opening on January 28, 2025. The submission of a bid without a valid and active license should render their bid non-responsive and ineligible for award. This is a direct violation of the California Public Contract Code and the bidding regulations.

2. Lack of Relevant Experience in RRFB Installation and Striping Work

In addition to the issue of an inactive license, we strongly believe that Rapid Grading Services lacks the necessary experience in the installation of Rectangular Rapid Flashing Beacons (RRFB) and striping work, which are critical components of the Baroque Drive Traffic Calming Project. Based on our industry knowledge and research, Rapid Grading Services has not undertaken any previous projects involving the installation of RRFBs or striping work. Awarding the contract to a contractor lacking the requisite experience poses significant risks in terms of project quality, safety, and timely execution.

Considering the above points, we respectfully request the City of Rancho Cordova to:

- Please disqualify Rapid Grading Services from the bidding process due to their inactive license at the time of bid submission.
- Evaluate the bids and award the contract to a responsive and responsible bidder with the required qualifications and experience.

We appreciate your time and attention to this matter. Please confirm receipt of this protest and advise on the next steps in the review process. Should you require any additional information or documentation, we are prepared to provide further supporting evidence.

Sincerely,
Atif Zahoor
President
Zara Construction
650-353-8485



+1(650) 353 8485

zaraconstruction.com
atifza@gmail.com2343 Donner Pass Ave
Sacramento CA 95835



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1101213

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/28/2025 2:55:23 PM

Business Information

RAPID SERVICES LLC
DBA RAPID GRADING SERVICES

23842 CABOT BLVD
HAYWARD, CA 94545
Business Phone Number:(510) 980-0102

Entity Ltd Liability
Issue Date 02/07/2023
Expire Date 02/28/2027

License Status

License is under suspension for the following reasons:

- ▶ License is under Contractors Bond Suspension. A contractor's bond may have been received by the Board but not yet processed. Once the bond is processed the suspension will be lifted retroactively to the effective date of the bond. Ask the contractor for proof of a contractor's bond and contact the bonding company to verify bond status.

Classifications

- ▶ C12 - EARTHWORK AND PAVING
- ▶ A - GENERAL ENGINEERING
- ▶ C31 - CONSTRUCTION ZONE TRAFFIC CONTROL

Certifications

- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100705193

Bond Amount: \$25,000

Effective Date: 01/01/2023

Cancellation Date: 01/15/2025

[Contractor's Bond History](#)

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100705226

Bond Amount: \$100,000

Effective Date: 12/15/2022

Bond of Qualifying Individual

The qualifying individual YADWINDER SINGH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 02/07/2023

Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

Policy Number: 9331522

Effective Date: 01/17/2023

Expire Date: 01/17/2026

Workers' compensation classification code(s):

5506 - Street/Road Construction-paving

5507 - Street/Road Construction-grading

6258 - Foundation Preparation Work

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Liability Insurance Information

This license has liability insurance with [BERKLEY ASSURANCE COMPANY](#)

Policy Number: VUMA0308121

Amount: \$1,000,000

Effective Date: 04/14/2024

Expiration Date: 04/14/2025

[Liability Insurance History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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[Accessibility Certification](#)

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CONTRACTORS STATE LICENSE BOARD

▼ Contractor's License Detail for License # 1101213

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/29/2025 3:02:28 PM

Business Information

RAPID SERVICES LLC
DBA RAPID GRADING SERVICES

23842 CABOT BLVD
HAYWARD, CA 94545
Business Phone Number:(510) 980-0102

Entity Ltd Liability
Issue Date 02/07/2023
Expire Date 02/28/2027

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C12 - EARTHWORK AND PAVING
- ▶ A - GENERAL ENGINEERING
- ▶ C31 - CONSTRUCTION ZONE TRAFFIC CONTROL

Certifications

- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [OHIO CASUALTY INSURANCE COMPANY \(THE\)](#).

Bond Number: 999379293

Bond Amount: \$25,000

Effective Date: 01/27/2025

[Contractor's Bond History](#)

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100705226

Bond Amount: \$100,000

Effective Date: 12/15/2022

Bond of Qualifying Individual

The qualifying individual YADWINDER SINGH certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 02/07/2023

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

Policy Number: 9331522

Effective Date: 01/17/2023

Expire Date: 01/17/2026

Workers' compensation classification code(s):

5506 - Street/Road Construction-paving

5507 - Street/Road Construction-grading

6258 - Foundation Preparation Work

For a description of the workers' compensation classification code(s) listed for this licensee, contact the licensee's insurance carrier. Contact information for the licensee's insurer is available by clicking the insurer link above. Classification codes are also available on the Workers' Compensation Insurance Rating Bureau's classification search page.

The board does not verify or investigate the accuracy of classification codes displayed.

Liability Insurance Information

This license has liability insurance with [BERKLEY ASSURANCE COMPANY](#)

Policy Number: VUMA0308121

Amount: \$1,000,000

Effective Date: 04/14/2024

Expiration Date: 04/14/2025

[Liability Insurance History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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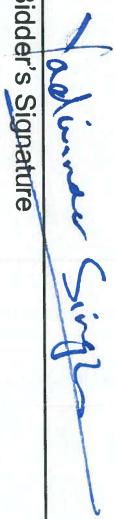
DESIGNATION OF SUBCONTRACTORS

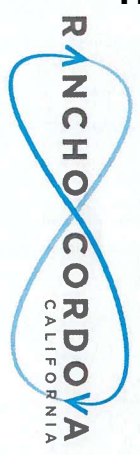
In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Please complete the following form for each Subcontractor:

SUBCONTRACTOR (Name)	SUBCONTRACTOR (Location)	SUBCONTRACTOR (License Number)	SUBCONTRACTOR DIR #	DIR EXPIRATION	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
Asphalt Impressions	8150 37th Ave Sacramento, CA 95824	900385	1000002092	06/30/2025	AC Stamp & Color	\$ 34,125.00
Gremelli Industries	369B 3rd St, Ste 378 San Rafael, CA 94901	1038200	1000057095	06/30/2025	RREB	\$ 49,538.00
Pavement Coatings Co	10240 San Sevaime Way Jurupa Valley, CA 91752	303609	1000003382	06/30/2026	Slurry	\$ 119,094.00
Sierra Traffic Markings	9725 Del Rd, Ste B Roseville, CA 95747	755317	1000002783	06/30/2025	Striping	\$ 343,209.00

Rapid Grading Services
Contractor's Name (Printed)
01/28/2025
Date


Bidder's Signature
Yadwinder Singh
Bidder's Name (Printed)
Manager
Bidder's Title



ITEM 9.4.**ATTACHMENT 5***Section 3 – Award and Execution of Contract*

contract award... Other than the Agency Contact, communication (of any form) with any Agency staff, including its consultants and Board members and their staff, is prohibited during the Cone of Silence period. Violation of this Cone of Silence shall be grounds for Bid rejection.

3-3.01.B Bid Documents Protest

Protests regarding bidding documents must be filed in writing (electronic or hard copy) to the County of Sacramento, Department of General Services, Contract and Purchasing Division, 9660 Ecology Lane, Sacramento CA 95827, within five (5) Working days after the Agency issues the NOIA. Protests received after the five (5) Working day deadline will not be considered by the Agency. A copy of the protest should be submitted to the Agency Contact designated in the Notice to Contractors on the same day.

3-3.01.C Bid Award Protest

After thorough review of the bids, the Agency will issue the NOIA to the lowest responsive, responsible bidder. The NOIA will be provided to all bidders in writing.

Only a Bidder may file a protest. Protests shall include a detailed statement of the factual and/or legal grounds for the protest and the remedies sought by the bidder submitting the protest. Bid protests must include copies of all documents forming the basis of the protest and must be signed by the person authorized to submit the protest on behalf of a Bidder.

A protest regarding bid opening procedures, Bids or the selection of the successful Bidder shall be submitted with supporting documentation in writing (electronic or hard copy) to the County of Sacramento, Department of General Services, Contract and Purchasing Division, 9660 Ecology Lane, Sacramento CA 95827, within five (5) business days after the Agency issues the NOIA. Protests received after the five (5) business day deadline will not be considered by the Agency. A copy of the protest should be submitted to Agency Contact designated in the Notice to Contractors on the same day.

The Agency will evaluate the merits of the protest and will make the final determination regarding a bid award protest. The Agency will issue its determination in writing and distributed to all Bidders prior to the Board meeting at which the proposed contract award will be considered. The Board Agenda will also be published indicating the recommended award consistent with the requirements of the Ralph M. Brown Act (Government Code section 54950 et seq.).

If the protestor disagrees with the Agency's decision, the protesting party may seek relief from the Board at the public hearing for award of the Contract.

Once the Board has awarded the Contract, the protesting party may appeal the Board's award to the Superior Court.

3-4 PERFORMANCE AND PAYMENT BONDS

The format of the Performance Bond and Payment Bond forms must be those contained in Appendix A of these Specifications.

As part of the execution of the Contract, the successful Bidder must furnish Performance and Payment corporate surety bonds for the benefit of the Agency. Bonds must be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570.

3-4.01 Performance Bond

The Performance Bond to guarantee the performance of all covenants and stipulations of the Contract must be on a form approved by the Agency and must be in a sum not less than 100 percent of the original Total Contract Price.

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND RAPID SERVICES, LLC
FOR THE BAROQUE DRIVE TRAFFIC CALMING PROJECT, CS80068**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and Rapid Services, LLC ("Contractor") as of March 17, 2025.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Baroque Drive Traffic Calming Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

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

WHEREAS, the notice was published on December 20, 2024, in OpenGov ("Notice"); and

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

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

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

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

Section 2. Term. The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2026.

Section 3. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for **Contract No. 2025-19**, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right

Revised 10-31-2023

Construction Services Agreement between
City of Rancho Cordova and Rapid Services LLC

March 2025
Page 1 of 7

to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

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

Section 5. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: **NINE HUNDRED NINE THOUSAND DOLLARS AND ZERO CENTS (\$909,00.00)**. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

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

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

Section 10. INDEMNIFICATION.

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

damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- 10.2 PERS Indemnification.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing Services under this Agreement is determined by a court of competent jurisdiction of the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any and all employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and any attorneys' fees and costs incurred by the City to enforce this Section.
- 10.3 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

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

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

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

Section 14. MISCELLANEOUS PROVISIONS.

- 14.1 Successors.** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 14.2 Contract Administration.** This Agreement shall be administered by Edgar Medina ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

Yadwinder Singh
Rapid Services LLC
23842 Cabot Blvd
Hayward, CA 94545
[Email Address (used for insurance update requests)]
info@rapidgradingservices.com

Any written notice to City shall be sent to:

Edgar Medina
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670
emedina@cityofranchocordova.org

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

negotiations, representations, and Agreements regarding the subject matter of this Agreement, either written or oral.

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

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Micah Runner, City Manager

Name, Title

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Last revised June 23, 2022

EXHIBIT A

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Project Contact*

Pass

Please provide the following regarding the point of contact for your submittal:

- Full Name (First and Last)
- Title
- Phone Number
- Email

Yadwinder Singh

Manager

650.281.5495

info@rapidgradingservices.com

2. Contractor's License*

Pass

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide the City his/her contractor's license information.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Please enter the California Contractor's License Number for your company.

1101213

[Click to Verify](#) *Value will be copied to clipboard*

3. DIR Registration*

Pass

Enter your California Department of Industrial Relations (DIR) Contractor Registration Number.

Please Note:

If the City is unable to confirm that the bidder/contractor's DIR registration is current, the City must disqualify the bidder, as required by Labor Code section 1725.5."

1001011090

[Click to Verify](#) *Value will be copied to clipboard*

4. Equal Employment Opportunity Certification*

Pass



City of Rancho Cordova
Public Works
Albert Stricker, Director of Public Works
2729 Prospect Park Drive, Rancho Cordova, CA 95670

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT

IFB No. CP23-2240, CS80068

Baroque Drive Traffic Calming Project

RESPONSE DEADLINE: January 28, 2025 at 2:00 pm

Report Generated: Wednesday, January 29, 2025

Rapid Services LLC Response

CONTACT INFORMATION

Company:

Rapid Services LLC

Email:

info@rapidgradingservices.com

Contact:

Yadwinder Singh

Address:

23842 Cabot Blvd
Hayward, CA 94545

Phone:

N/A

Website:

www.rapidgradingservices.com

Submission Date:

Jan 28, 2025 1:21 PM (Pacific Time)

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Bidder shall confirm whether or not Bidder, and any proposed subcontractors, have participated in previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Bidder and/or a Proposed Subcontractors Have Participated

5. Public Contract Code Section 10285.1 Statement*

Pass

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder shall declare under penalty of perjury under the laws of the State of California that the bidder **"HAS"** or **"HAS NOT"** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

Note: The bidder must select "has" or "has not". The above Statement is part of the Proposal. Submitting this Proposal shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

HAS NOT

6. Public Contract Code Section 10162*

Pass

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

No

7. Public Contract Code 10232 Statement*

Pass

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Submitting this Proposal thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Confirmed

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

8. Subcontractors?*

Pass

Will you be using subcontractors for this project?

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

Yes

SUBCONTRACTORS*

You have indicated that you will be using subcontractors for this project. Please download the attached form, complete it, and upload it back here as part of your submittal.

- [Subcontracting_Form.pdf](#)

Signed_-_Subcontracting_Form_to_Upload.pdf

9. Years of Experience Under Current Business Name*

Pass

Please state the number of years for which the Bidder has been engaged in the contracting of business under its current name.

2

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

10. Years of Similar Experience*

Pass

Please state the number of years of experience the Bidder has in work of a nature similar to that noted in this Bid.

14

11. Failure to Complete Work Satisfactorily*

Pass

Has the Bidder, as a Contractor, ever failed to satisfactorily complete a Contract awarded to it?

No

12. Completed Contracts*

Pass

Provide information for at least three (3) contracts that have been satisfactorily completed by the Bidder in the last three (3) years.

For each contract, provide the following:

- Year
- Type of Work
- Contract Amount
- Owner/Agency for Whom Work Was Performed

Project 1: 2024 PAVEMENT DIGOUT PROJECT - PHASE 1 Project 2024-08

Owner: County of Marin 415.246.5017

PM: Jason Balatti - 707.889.6678, jasonb@gvalley.com

Contract Amount: \$400,976.26

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

Type of Work: AC Digouts, Paving

Year: 2024

Project 2: MT DIABLO BLVD BASE FAILURE REPAIR PROJECT 24-04

Owner: City of Walnut Creek

PM: Uriel Dominguez Guzman 925.804.0198, dominguezguzman@walnut-creek.org

Contract Amount: \$190,963.00

Type of Work: Full depth asphalt repairs, tuff curb installation, thermoplastic striping

Year: 2024

Project 3: Project 21-9101 – YK Elk’s Lodge #522

Owner: Gray West Construction Inc.

PM: Yasan Kesbeh 714.469.2954, ykesbeh@graywc.com

Contract Amount: \$368,291.50

Type of Work: Gutters, curb ramps. Entryway, mill and pave two traffic lanes, patch trench line.

Year: 2024

Project 4: Clayton Neighborhood Street Rehabilitation Project City Project 2306

Owner: City of Clayton

PM: Brian Fleck – Park Engineering 707.978.8308, bfleck@park-eng.com

Contract Amount: \$738,243.00

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

Type of Work: Curb ramp and sidewalk construction, HMA digouts, microsurfacing, thermoplastic striping

Year: 2024

13. Equipment List*

Pass

Provide a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

For each item, please provide:

- Quantity
- Name, Type and Capacity
- Condition
- Location
- A document with the equipment list can also be attached under the "Additional Information" question towards the end of this submittal. Please add "See Attachment in Additional Information" to the Response below.

2 EXCAVATOR: DOOSAN DX85R, CAT 308 working, Hayward, CA

4 SKID STEER LOADER: CAT, Bobcat, CASE, working, Hayward, CA

2 Dozer: JOHN DEERE 1050J and 650H, working, Hayward, CA

2 Sweepers: AVALANCHE, working, Hayward, CA

3 Skip Loader: JOHN DEERE 210K, 210L EP, working, Hayward, CA

2 Roller: BOMAG & HAMM, working, Hayward, CA

1 Paver: LEEBOY 8530, working, Hayward, CA

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

14. Bid Bond*

Please download the below documents, complete, and upload.

- [Bid Bond Updated.pdf](#)

Signed_Bid_Bond.pdf

15. IRAN Contracting Affidavit*

Please download the below documents, complete, and upload.

- [Iran Contracting Act of 201...](#)

Signed_-_Iran_Contracting_Act_of_2010_Compliance_Affidavit.pdf

16. Non-Collusion Affidavit***NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

The bidder confirms that they are the party making the foregoing bid and declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

17. Debarment and Suspension Certification*

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

No Exceptions

18. CARB Certificate of Reported Compliance*

Is the Contractor or any sub-contractors proposing to use any vehicle and/or equipment subject to California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulations (§ 2449 General Requirements)?

Yes

CERTIFICATE UPLOAD*

Upload CARB Certificate of Reported Compliance

2025_CARB_Compliance_-_Rapid_Grading_Services.pdf

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
 IFB No. CP23-2240, CS80068
 Baroque Drive Traffic Calming Project

19. Additional Information

For any additional information requested or required by any of your previously provided answers please upload that additional documentation here.

No response submitted

20. Submittal Confirmation*

The party submitting on behalf of the Company noted on the submittal is authorized to submit on behalf of said Company and has provided any authorization showing such if required by this Bid.

In accordance with the Business and Professions Code, the party submitting does hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization	1	LS	\$90,000.00	\$90,000.00
2	Water Pollution Control Plan (WPCP)	1	LS	\$2,500.00	\$2,500.00
3	Traffic Control Plan	1	LS	\$32,208.50	\$32,208.50
4	Roadway Excavation	20	CY	\$289.00	\$5,780.00
5	Concrete Removal	2,460	SF	\$7.00	\$17,220.00
6	Hot Mix Asphalt (Type A)	90	TON	\$408.00	\$36,720.00

ITEM 9.4.**ATTACHMENT 6**

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Stamped and Colored Asphalt	3,750	SF	\$12.00	\$45,000.00
8	PCC, Sidewalk	845	SF	\$30.00	\$25,350.00
9	PCC, Type 2 Curb	135	LF	\$112.00	\$15,120.00
10	Curb Ramp	6	EA	\$7,000.00	\$42,000.00
11	Detectable Warning Surface (Cast-in-Place)	60	SF	\$43.00	\$2,580.00
12	Detectable Warning Surface (Glue Down)	305	SF	\$43.00	\$13,115.00
13	Tactile Warning Surface	100	LF	\$84.00	\$8,400.00
14	Slurry Seal - Type II	361,050	SF	\$0.36	\$129,978.00
15	Thermoplastic Pavement Marking	7,460	SF	\$9.00	\$67,140.00
16	Thermoplastic Traffic Stripe	42,140	LF	\$1.90	\$80,066.00
17	Methyl Methacrylate Pavement Marking	13,975	SF	\$10.50	\$146,737.50
18	Pavement Marker	470	EA	\$7.00	\$3,290.00
19	Surface Mounted Delineator Flexible Post	85	EA	\$80.00	\$6,800.00
20	Engineered Rubber Curb (White Stripes)	180	EA	\$195.00	\$35,100.00
21	Traffic Island Meridian System (Plain Black)	160	EA	\$167.00	\$26,720.00
22	Remove Roadside Sign	8	EA	\$150.00	\$1,200.00

ITEM 9.4.**ATTACHMENT 6**

[RAPID SERVICES LLC] RESPONSE DOCUMENT REPORT
IFB No. CP23-2240, CS80068
Baroque Drive Traffic Calming Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
23	Relocate Roadside Sign	1	EA	\$275.00	\$275.00
24	Roadside Sign (SSBM)	19	EA	\$300.00	\$5,700.00
25	Roadside Sign - One Post	35	EA	\$400.00	\$14,000.00
26	Rectangular Rapid-Flashing Beacon (RRFB)	4	EA	\$14,000.00	\$56,000.00
TOTAL					\$909,000.00

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Please complete the following form for each Subcontractor:

SUBCONTRACTOR (Name)	SUBCONTRACTOR (Location)	SUBCONTRACTOR (License Number)	SUBCONTRACTOR DIR #	DIR EXPIRATION	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
Asphalt Impressions	8150 37th Ave Sacramento, CA 95824	900385	1000002092	06/30/2025	AC Stamp & Color	\$ 34,125.00
Gremelli Industries	369B 3rd St, Ste 378 San Rafael, CA 94901	1038200	1000057095	06/30/2025	RRFB	\$ 49,538.00
Pavement Coatings Co	10240 San Sevaine Way Jurupa Valley, CA 91752	303609	1000003382	06/30/2026	Slurry	\$ 119,094.00
Sierra Traffic Markings	9725 Del Rd, Ste B Roseville, CA 95747	755317	1000002783	06/30/2025	Striping	\$ 343,209.00

Rapid Grading Services

Contractor's Name (Printed)

01/28/2025

Date

Yadwinder Singh

Bidder's Signature

Yadwinder Singh

Bidder's Name (Printed)

Manager

Bidder's Title



**CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, Rapid Grading Services

as Principal, and

The Ohio Casualty Insurance Company

as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

BAROQUE DRIVE TRAFFIC CALMING PROJECT IN RANCHO CORDOVA CITY PROJECT NO. CP23-2240, CS80068

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at City of Rancho Cordova on 01/28/2025

(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: January 24, 20 25.

Rapid Grading Services

Yadwinder Singh
Principal

The Ohio Casualty Insurance Company

By

Jody Nelson
Jody Nelson

Surety

Attorney-in-fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

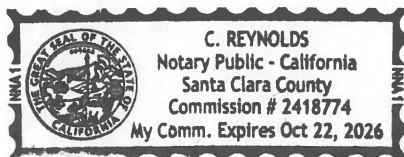
State of California

County of Santa Clara }

On 01-24-2025 before me, C Reynolds, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jody Nelson
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210108-988333

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cynthia Castellano, Matt Goltiao, Jody Nelson, James Untiedt

all of the city of San Jose state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of May, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 17th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24 day of January, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this ____ day of _____ in the year 20__ before
me _____, personally appeared
_____, personally known to me (or to me on

Attorney-in-fact

the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as
the attorney-in-fact of _____, and acknowledged to me that he (she)
subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-
fact.

(SEAL)

Notary Public

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> Rapid Grading Services		<i>BTRC (or n/a)</i> N/A
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Yadwinder Singh, Manager		
<i>Date Executed</i> 1/28/2025	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

California Environmental Protection Agency

Air Resources Board

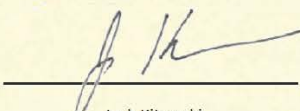
January 1, 2025

CERTIFICATE OF REPORTED COMPLIANCE OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

RAPID SERVICES LLC DBA RAPID GRADING SERVICES

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2026**


Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

246507

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

MEMORANDUM



ITEM 9.5.

DATE: March 17, 2025

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Drew Hart, Senior Transportation Planner

SUBJECT: **A RESOLUTION ACCEPTING A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$950,000 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE CONTRACT NO. 2025-47, A SUBRECIPIENT AGREEMENT WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would allow the Rancho Cordova Public Works Department to accept a grant from the U.S. Department of Transportation (USDOT) to fund the Folsom Boulevard Specific Plan Update which will support updating the vision for a more vibrant, sustainable, Folsom Boulevard corridor with improved mobility options.

BACKGROUND

The Public Works Department and Community Development Department submitted a grant application to the USDOT Neighborhood Access and Equity Discretionary Grant Program. The grant submittal was a joint application led by the Sacramento Area Council of Governments (SACOG). Nine local jurisdictions, including the City of Rancho Cordova, are a part of the overall grant award of \$22,500,000. As the lead applicant, SACOG is a pass-through agency for the grant award to the City of Rancho Cordova in the amount of \$950,000.

The grant award will fund an update to the Folsom Boulevard Specific Plan with two supplemental studies. The Folsom Boulevard Specific Plan was last updated in 2013. The aim of the updated plan will analyze mobility options, circulation, infill development opportunities, climate resiliency, zoning and development codes, and infrastructure needs for a thriving Folsom Boulevard corridor.

The two supplemental studies consist of a Mixed-Use Multifamily Housing Study and a Utility Capacity Study. Both studies will evaluate barriers and opportunities to incremental infill within the corridor with the former focusing on various housing infill types and the latter focusing on utility capacity limitations and solutions for expansion. Both studies are intended to precede the

Folsom Boulevard Specific Plan Update. The Specific Plan Update will commence after the adoption of the General Plan Update currently underway. All grant-funded planning activities will conclude by the end of 2029.

FISCAL IMPACT AND FUNDING SOURCE

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

ATTACHMENT(S)

1. Resolution
2. Contract No. 2025-47

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ACCEPTING A GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$950,000 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE CONTRACT NO. 2025-47, A SUBRECIPIENT AGREEMENT WITH THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS

WHEREAS, the City of Rancho Cordova desires to update the Folsom Boulevard Specific Plan with supplemental housing and utility capacity studies, aimed at planning for a thriving and sustainable Folsom Boulevard corridor; and

WHEREAS, this plan will be funded by a grant in the amount of \$950,000 made available through the Neighborhood Access and Equity Discretionary Grant Program administered by the United States Department of Transportation (USDOT); and

WHEREAS, the Sacramento Area Council of Governments (SACOG) is the Designated Subrecipient acting as the “pass-through” entity for purposes of payment of the federal funds to the City of Rancho Cordova, per the requirements on pass-through entities under 2 C.F.R. parts 200 et seq. and 1201 et seq., including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable; and

WHEREAS, the City Council of the City of Rancho Cordova desires to enter into a Subrecipient Agreement with SACOG for \$950,000 to receive funding for the Folsom Boulevard Specific Plan Update.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager or his designee to accept a grant from the U.S. Department of Transportation in the amount of \$950,000 and execute Contract No. 2025-47, a subrecipient agreement with the Sacramento Area Council of Governments.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
Account Set: SAC239-PASS THROUGH-DOT-G100
CFDA #/Title: 20.940/Reconnecting Communities Pilot
Federal Awarding Agency: Department of Transportation

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS
SUBRECIPIENT AGREEMENT**

With

CITY OF RANCHO CORDOVA

For the

**Reconnecting Communities and Neighborhoods Program:
Rancho Cordova Folsom Boulevard Specific Plan Update**

THIS SUBRECIPIENT AGREEMENT is made and entered into effective on _____ by and between **SACRAMENTO AREA COUNCIL OF GOVERNMENTS**, a California joint powers agency (“SACOG”) and **CITY OF RANCHO CORDOVA** (“Subrecipient”).

RECITALS

WHEREAS, SACOG is a Designated Subrecipient of the United States Department of Transportation (USDOT) Neighborhood Access and Equity Discretionary Grant Program (NAE Grant Program); and

WHEREAS, the *U.S. Department of Transportation General Terms and Conditions Under the Fiscal Year 2023 Neighborhood Access and Equity Program: FHWA Projects* (NAE Terms and Conditions), revised April 8, 2024, is referenced as part of the USDOT Agreement and defines additional responsibilities and requirements that must be followed as a condition to receiving and using the NAE Grant funding; and

WHEREAS, the *U.S. Department of Transportation Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 Reconnecting Communities Pilot Program* (Exhibits), dated April 24, 2023, is referenced in the RCP Terms and Conditions, and further defines responsibilities and requirements that must be followed as a condition to receiving and using the RCP Grant funding; and

WHEREAS, the Reconnecting Communities Program Discretionary Grants Performance Measurement Guidance (Performance Measures), updated July 6, 2023, is referenced in this Agreement and used in the USDOT Agreement and the RCP Terms and Conditions to define responsibilities and requirements regarding the development, measurement, and reporting of project performance measures; and

WHEREAS, the SACOG is the Designated Subrecipient acting as the “pass-through” entity for purposes of payment of the federal funds to the Subrecipient, per the requirements on pass-through entities under 2 C.F.R. parts 200 et seq. and 1201 et seq., including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable; and

WHEREAS, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of SACOG’s funding of Subrecipient’s project.

NOW, THEREFORE, the Parties agree as follows:

1. Scope of Work: The purpose of this Agreement is to set out the terms and conditions applicable to SACOG's transfer of NAE Grant Program funds to Subrecipient and for Subrecipient to fully perform all work necessary to complete the Project as identified in **Exhibit A** (Scope of Work) which includes the tasks to be performed by Subrecipient as well as Project deliverables, timeline and budget. Attached hereto as **Exhibit C** and incorporated herein is the Funding Agreement. Any proposed amendment to Exhibit A must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 12 and is subject to approval by SACOG, or any other Federal or State agency having jurisdiction.

a. Scope of Responsibilities.

- 1) SACOG shall engage the Subrecipient and the Subrecipient shall be responsible for the complete performance of the work described in Exhibit A, including the grant-funded and any in-kind match work, in accordance with the budget constraints described in Exhibit A
- 2) Subrecipient subcontracts for work identified in Exhibit A are required to be procured consistent with any applicable rules and guidelines.

b. Personnel. The Subrecipient shall hire personnel to perform the work described in Exhibit A, only in the following manner.

- 1) Subrecipient Personnel. The Subrecipient, upon approval and authorization of its governing body, shall utilize employees with salaries that do not vary on the basis of funds received from SACOG.

c. Materials to be Furnished to the Subrecipient.

- 1) SACOG shall, if applicable, provide the Subrecipient with a right to use (without charge by SACOG) information, data, reports, records and maps which are in possession of or readily available to SACOG, for the purposes of carrying out work under this Agreement. However, SACOG's proprietary information or otherwise confidential or privileged materials shall not be provided to the Subrecipient, unless authorized by SACOG's legal counsel, except as provided under the Public Records Act and other state and federal laws.
- 2) At the option of SACOG and if allowable under Federal and State grant requirements, SACOG may, if applicable to project scope of work, procure equipment, software, or other materials for use by the Subrecipient, only for purposes of carrying out work described under this Agreement. The Subrecipient agrees to comply with all license agreements for software or other materials procured by SACOG for use by the Subrecipient.
- 3) If applicable, all equipment, software, or other materials provided to the Subrecipient under this Agreement shall remain the property of SACOG and shall be returned to SACOG upon project completion.

2. Time of Performance:

- a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work. Subrecipient will provide written progress reports to SACOG quarterly as shown in **Exhibit D**. Subrecipient agrees to follow, and to require its contractors to follow, the timeline identified in **Exhibit A**. If a substantive change to the identified timeline is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the SACOG Project Manager, including the reasons for the requested change. Approval by the SACOG Project Manager will not be unreasonably withheld.
- b. All work will be completed and this Agreement will expire on **December 31, 2029** unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval by SACOG. Final invoice must be submitted by **January 31, 2030**.
- c. The services provided pursuant to this Agreement shall begin upon issuance of a Notice to Proceed by SACOG's Procurement Officer to the Subrecipient.

3. Compliance with Laws: Subrecipient will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Subrecipient hereunder. These regulations, orders, circulars, and directives include, without limitation, the following: 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; and 2 CFR, Chapters 1 and 2, Parts 200, 215, 220, 225, and 230, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, Subrecipient will require the appropriate debarment certification form from all Subrecipient contractors and Subrecipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

4. Funding Amount: The amount to be paid to Subrecipient under this Agreement will not exceed **NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000.00)** unless agreed to in advance by the parties pursuant to a written amendment. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

5. Reporting and Payment:

- a. On a quarterly basis, Subrecipient will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit A) and an invoice for reimbursement pursuant to Subsection 6.b. below. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Final invoice must be submitted by **January 31, 2030**. Subrecipient shall submit written invoices by email to the SACOG Project Manager. Subrecipient's written progress report shall be completed on the

- required Quarterly Report form included as **Exhibit D**, and shall be for the periods ending March, June, September and December.
- b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice on its letterhead for reimbursement at least quarterly, which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the Project using eligible funds. Attached as **Exhibit H** is SACOG's matrix of required supporting documentation for subrecipient invoices.
 - c. The Subrecipient shall, in accordance with applicable law, be entitled to reimbursement of indirect costs.
 - d. Subrecipient will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.
 - e. Subrecipient agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.
 - f. Subrecipient shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans") Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <https://travelpocketguide.dot.ca.gov/>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.
 - g. Subrecipient and its contractors and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to SACOG.
 - h. Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or any other applicable State or Federal regulations, are subject to repayment by Subrecipient to SACOG within thirty (30) days of the Sub recipient receiving notice of final audit findings. Should Subrecipient fail to return disallowed cost to SACOG within thirty (30) days, SACOG is authorized to withhold payments due to Subrecipient from other SACOG-administered programs.

ITEM 9.5.

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
Account Set: SAC239-PASS THROUGH-DOT-G100

- i. Subrecipient and its contractors and subcontractors shall comply with:
California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.
- j. All costs charged to this Agreement by the Subrecipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in this Section of the Agreement.
- k. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 5(f) through 5(k) above. The Subrecipient agrees to furnish documentation to SACOG to support this requirement that its agreements with a contractor contain the required provisions.

6. Contract Documents: Each and every term, condition and provision of the following documents are incorporated herein by reference:

- a. The Designated Subrecipient Agreement;
- b. NAE Terms and Conditions located at [NAE FY23 FTA - General.pdf \(transportation.gov\)](#);
- c. RCP Terms and Conditions located at <https://www.transportation.gov/sites/dot.gov/files/2023-04/rcp-fy2022-fhwa-general-terms-and-conditions-20230424.pdf> ;

7. Independent Contractor: The Subrecipient, and the agents and employees of the Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

8. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section

ITEM 9.5.

17 below.

- b. If either party issues a notice of termination, SACOG will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
- c. Subrecipient will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of Caltrans or CalSTA to appropriate funds. In such event, Subrecipient will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 17.

SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of Section 6 above.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Subrecipient either in whole or in part.

10. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit A), unless modified pursuant to Section 12.

12. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

13. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.

- a. SACOG reserves the right to review and approve, which approval shall not be unreasonably withheld, any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
 - 1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug- Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.

- 2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
- 3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
- 4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- 5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
- 6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.

14. **Written and Electronic Versions of Work Products and Related Materials; Publishing.** The Subrecipient shall provide copies of all of its deliverables created pursuant to the Scope of Work to SACOG in an electronic format. Hard copies will also be provided upon SACOG's request. Related materials, including any reports, newsletters or other written materials will also be provided in hard copy and/or electronic format, upon SACOG's request.

- a. Any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version.
- b. The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
- c. Materials in the electronic version shall be presented to SACOG in a commonly used electronic format, including the native file.
- d. All deliverables produced under this Agreement which include Subrecipient logos shall also include the SACOG.

15. **Indemnity:** Subrecipient will indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively and individually, the "Indemnatee(s)") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, including, without limitation, any demand for return of all or a portion of the funds provided by SACOG to Subrecipient under this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee in proportion to fault. Subrecipient shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

16. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.
- b. Subrecipient agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government (including FHWA), with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- c. If so directed by SACOG upon expiration of this Agreement, the Subrecipient will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Managers: SACOG's Project Manager for this Agreement is **Greg Chew**, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication required by this Agreement will be emailed or mailed by first-class mail to the SACOG Project Manager at the following address:

Greg Chew, Senior Planner
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814
Phone: 916-340-6227
Email: gchew@sacog.org

Subrecipient's Project Manager for this Agreement is **Drew Hart**. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication to Subrecipient required by this Agreement will be emailed or mailed by first-class mail to:

ITEM 9.5.

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
Account Set: SAC239-PASS THROUGH-DOT-G100

Drew Hart, Senior Transportation Planner
City of Rancho Cordova
2729 Prospect Park
Rancho Cordova, CA 95670
Phone: 916-851-8958
Email: dhart@cityofranchocordova.org

18. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Subrecipient will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Subrecipient assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Subrecipient also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

22. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate against any employee or applicant for employment because of race, religion (including religious dress and grooming practices) color, national origin, (includes use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, disability, (including physical and mental, including HIV and AIDS) medical condition, (including genetic characteristics, cancer or a record or history of cancer), military or veteran status, marital status, sex/gender (includes pregnancy, childbirth, breastfeeding, and/or related medical conditions), age (40 and above), gender identity, gender expression, or sexual orientation pursuant to Sections 12940 *et seq.* of the Government Code. SACOG

prohibits discrimination by its employees, subrecipients, contractors and consultants.

Subrecipient hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, “Nondiscrimination in Federally- Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act”, 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.
- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status. Subrecipient and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Subrecipient and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective

- bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
 - e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
 - f. Subrecipient and its contractors will include the provisions of this Section 22 in all contracts to perform work funded under this Agreement. Subrecipient shall take such action with respect to any such contract as SACOG or U.S. DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.
 - g. Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
 - 2) Cancellation, termination or suspension of the Agreement, in whole or in part.

23. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or the organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Subrecipient who works under this Agreement will:
 - 1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and

- 2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

24. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Subrecipient will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

25. Prohibition of Expending State or Federal Funds for Lobbying:

- a. Subrecipient certifies, to the best of his or her knowledge or belief, that:
 - 1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Subrecipient also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

26. Prevailing Wage and Labor Requirements.

- a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland “Anti-Kickback” Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).
- b. Should Subrecipient award any “public work” contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement, Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.
- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

27. Disadvantaged Business Enterprise (DBE) Assurances by SACOG: SACOG has signed the following assurances, applicable to all U.S. Department of Transportation (DOT) assisted contracts: SACOG shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 Code of Federal Regulations (CFR) Part 26. SACOG shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. SACOG’s DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in the Agreement. Implementation of the SACOG DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to SACOG of any failure to carry out its approved program, DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801, *et seq.*)

28. Disadvantaged Business Enterprise (DBEs) Participation by Subrecipient and its Contractors: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.” DBE’s and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the SACOG DBE Information Form so that SACOG may compile statistics for Federal reporting purposes. The SACOG DBE Information Form is attached hereto as Exhibit I and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the

termination of this Agreement or such other remedy, as SACOG deems appropriate.

- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:

- 1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.
- 2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- 3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.
- c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.
- d. Termination of a DBE: In conformance with 49 CFR Section 26.53:
- 1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the

Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).

- 2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five (5) days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five (5) days.
 - 3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Subrecipient in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Subrecipient in writing with the date of certification. The contractor shall then provide to SACOG's Project Manager written documentation indicating the DBE's existing certification status.
 - f. Noncompliance by Subrecipient. Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.

29. Non-Liability of SACOG: SACOG shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

30. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

31. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

32. Governing Law and Choice of Forum: This Agreement will be administered and

interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Sacramento County.

33. Integration: This Agreement represents the entire understanding of SACOG and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

34. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

35. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

36. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

37. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials are either produced and owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

38. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

39. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

40. Ambiguities: The parties have each carefully reviewed this Subrecipient Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.

ITEM 9.5.

ATTACHMENT 2 Contract No. 2025-47

Contract #: C1250026

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
Account Set: SAC239-PASS THROUGH-DOT-G100

41. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

42. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170, [75 Fed. Reg. 55670 - 55671, September 14, 2010]. Subrecipient's compliance shall include the reporting, record retention, and access requirements set forth in Exhibit "E," attached hereto and incorporated herein.

43. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Subrecipient agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

44. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and General Counsel. This Committee may consider the written information or additional verbal information submitted by Subrecipient at the request of the Committee. A determination shall be made by the Committee within ten (10) business days. In the event that Subrecipient disputes the Committee's determination, Subrecipient may request review by SACOG's Executive Director of unresolved claims or disputes, other than audit, not later than thirty (30) days after completion of all work under the Agreement. The Subrecipient's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Subrecipient from full and timely performance in accordance with this Agreement.

45. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SACOG employee. For breach or violation of this warranty, SACOG shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

46. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Subrecipient shall comply with the State of California's General Prevailing Wage Rate

ITEM 9.5.

ATTACHMENT 2 Contract No. 2025-47

Contract #: C1250026

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
Account Set: SAC239-PASS THROUGH-DOT-G100

requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

47. Equipment Purchase:

- a. Prior authorization in writing, by SACOG's Project Manager shall be required before Subrecipient enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Subrecipient services. Subrecipient shall provide an evaluation of the necessity or desirability of incurring such costs.
- b. For purchase of any item, service or consulting work not covered in Subrecipient's Cost Proposal and exceeding \$10,000 prior authorization by SACOG's Project Manager, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- c. Any equipment purchased as a result of this contract is subject to the following: "Subrecipient shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least one year and an acquisition cost of \$10,000 or more. If the purchased equipment needs replacement and is sold or traded in, SACOG shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, Subrecipient may either keep the equipment and credit SACOG in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established SACOG procedures, and credit SACOG in an amount equal to the sales price. If Subrecipient elects to keep the equipment, fair market value shall be determined at Subrecipient's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to SACOG and Subrecipient, and if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by SACOG." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$10,000 is credited to the project.
- d. All subcontracts in excess \$25,000 shall contain the above provisions.

(Signature Page to Follow)

ITEM 9.5.

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
Account Set: SAC239-PASS THROUGH-DOT-G100

IN WITNESS THEREOF, THE **PARTIES** HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE; FIRST APPEARING ABOVE:

**SACRAMENTO AREA COUNCIL OF
GOVERNMENTS**

CITY OF RANCHO CORDOVA

JAMES CORLESS
Executive Director

MICAH RUNNER
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

SLOAN SAKAI YEUNG & WONG, LLP
Legal Counsel to SACOG

ADAM LINGREN
City Attorney

RECOMMENDED BY:

ATTEST:

GREG CHEW
Senior Planner

DREW HART
Senior Transportation Planner

ITEM 9.5.

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
 Account Set: SAC239-PASS THROUGH-DOT-G100

EXHIBIT A

Scope of Work

Project Title: Rancho Cordova Folsom Boulevard Specific Plan Update

<i>Task #</i>	<i>Detailed Description of Tasks / Milestones</i>	<i>Task Timeline (in months and year)</i>	<i>Deliverable(s) including delivery date</i>	<i>Total Budget</i>	<i>RCN Funding</i>	<i>Other Funds (include source)</i>
1.1	Regular reporting to SACOG	July 2025 – Jan 2029 (43 months)	1. Progress report and invoicing			
1.2	Project Management Consultant procurement, legal, financial, and admin support, and general project management	July 2025 – Jan 2029 (43 months)		\$56,500	\$56,500	
	Sub-total: Project Management			\$56,500	\$56,500	
2.1	Mixed-Use Multifamily Housing Study Background Analysis and Design Testing (Project Initiation, Market Conditions, Opportunity Sites, Renderings and Visual Transformations, Financial Feasibility Analysis, Recommendations Matrix and Memo)	July 2025 – Jan 2026 (7 months)	1. Market conditions memo 2. Design testing memo 3. Renderings for 10 sites 4. Financial feasibility memo for 10 sites 5. Recommendations matrix and memo	\$115,000	\$115,000	
2.2	Mixed-Use Multifamily Housing Focus Groups and Listening	Sept 2025 – Jan 2026 (5 months)	1. Presentations slides and materials	\$20,000	\$20,000	
	Sub-total: Mixed-Use Multifamily Housing Study			\$135,000	\$135,000	

ITEM 9.5.

ATTACHMENT 2 Contract No. 2025-47

Contract #: CT250026

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)

Account Set: SAC239-PASS THROUGH-DOT-G100

3.1	Utility Capacity Study Utility Capacity Testing for Development Feasibility; Concept Design Formation, Project Initiation, Opportunity Sites, Conceptualize Development Projects/Scenarios, Conceptual Site Plans	July 2025 – Jan 2026 (7 months)	1. Draft conceptual site plans for locations	\$80,000	\$80,000	
3.2	Utility Coordination and Modeling Capacity Testing for Development Feasibility; Utility Coordination and Modeling	Sept 2025 – Jan 2026 (5 months)	1. Modeling results memo	\$110,000	\$110,000	
	Sub-total: Utility Capacity Study			\$190,000	\$190,000	
4.1	Folsom Blvd Existing Conditions Kick-off meeting; GIS Database and Base Maps; Land Use, Urban Form, Mobility, Infrastructure, Geotechnical and Hazardous Materials, Historic Resources, etc.; Market Demand Analysis - Residential Market Analysis, Commercial Market Analysis, and Land Use, and Employment Forecast	Jan 2027 – Sep 2027 (9 months)	1. Existing Conditions and Opportunities Report	\$43,000	\$43,000	
4.2	Community Outreach & Engagement Strategy Community Engagement Strategy, Branding, Website, Meetings, Stakeholder Interviews, Community Workshops, Online Surveys, Public Hearings	Feb 2027 – Sep 2028 (20 months)	1. Community Engagement Strategy Plan 2. Community Engagement Memo	\$80,000	\$80,000	
4.3	Housing Strategy Affordable Housing, Anti-Displacement Strategy	May 2027 – Oct 2027 (6 months)	1. Housing Strategy Memo	\$7,500	\$7,500	
4.4	Alternatives Assessment Building Prototype Testing and Development Feasibility Analysis, Prepare Alternatives, Assess Transportation Impacts	Oct 2027 – Jan 2028 (4 months)	1. Alternatives Report 2. Building Prototypes and Financial Feasibility Assessment	\$50,000	\$50,000	

ITEM 9.5.

ATTACHMENT 2 Contract No. 2025-47

Contract #: CT250026

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)

Account Set: SAC239-PASS THROUGH-DOT-G100

4.5	Preferred Plan Land Use, Multimodal Access and Connectivity, Placemaking/Pedestrian-Friendly Design, Accessible Design, Parking Analysis, Housing Strategy, Infrastructure Development and Services Plan (Development and Cost, Implementation Plan, and Financial Strategy)	Feb 2028 – May 2028 (4 months)	1. Preferred Plan with Implementation & Financial Strategy	\$95,000	\$95,000	
4.6	Draft Folsom Blvd Specific Plan Draft Folsom Boulevard Specific Plan: Administrative Draft SP, Public Review SP	Mar 2028 – June 2028 (4 months)	1. Draft Folsom Blvd Specific Plan	\$40,000	\$40,000	
4.7	Zoning Code Amendments Update the municipal code based	May 2028 – June 2028 (2 months)	1. Zoning Code Amendments	\$10,000	\$10,000	
4.8	Environmental Analysis Environmental Analysis including Initial Study, NOP/Scoping, Tribal Consultation, Admin Draft EIR, Public Review Draft EIR, Final EIR	Oct 2027 – May 2028 (8 months)	1. Initial Study and Appropriate CEQA Documentation	\$165,000	\$165,000	
4.9	Final Folsom Blvd Specific Plan Incorporate staff and public feedback and prepare Final Specific Plan, prepare city council documents, and adoption	Sep 2028 – Oct 2028 (2 months)	1. Final Specific Plan	\$8,000	\$8,000	
4.10	Conceptual Roadway Designs Conceptual designs for key transportation locations, identify key connections, intersections, or segments; Develop conceptual designs based on Preferred Plan to further transportation mobility and access.	Apr 2028 – Jan 2029 (10 months)	1. Conceptual roadway designs	\$70,000	\$70,000	
	Sub-total: Folsom Blvd Specific Plan Update			\$568,500	\$568,500	
	Total Costs			\$950,000	\$950,000	

EXHIBIT B**DEBARMENT CERTIFICATION FORM**

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of Federal funds:

- a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency;
- b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (Federal, State, or local); violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- d) has within a three-year period preceding this certification had one or more public transactions or contracts (Federal, State, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department/agency.

By: _____ Date: _____
 (Authorized Signer for Subrecipient)

 (Printed Name and Title of Signer)

 Subrecipient Local Agency

 Local Agency Address

 City, State, Zip

 Phone number & Email address



ISSUE MEMORANDUM

TO Dee Lam, Division Chief
Division of Local Assistance
(916) 202-0620; Dee.Lam@dot.ca.gov

FROM Gretchen Chavez (Acting), Deputy Division Chief
Division of Local Assistance
(279) 599-1075; Gretchen.Chavez@dot.ca.gov

PREPARED BY Robert Peterson (Acting), Deputy Division Chief
Division of Local Assistance
(916) 206-7197; Robert.Peterson@dot.ca.gov  11/21/2024

Bob Baca, Branch Chief
Division of Local Assistance
(279) 599-3199; Bob.Baca@dot.ca.gov  11/20/2024

DATE November 20, 2024

SUBJECT **Reconnecting Communities and Neighborhoods (RCN)
Neighborhood Access and Equity (NAE) Program, Sacramento
Area Council of Governments (SACOG) Recipient Agreement
(RA) and Designated Subrecipient Agreement (DSA)**

☒ Request for Approval	☐ For Information
☐ Request for Discussion	☒ For Signature

SUBJECT	Reconnecting Communities and Neighborhoods (RCN) Neighborhood Access and Equity (NAE) Program, SACOG Recipient Agreement (RA) and Designated Subrecipient Agreement (DSA)
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TRACKING NUMBER**TIME FACTOR**

SACOG (subrecipient) has requested that the California Department of Transportation (Caltrans) sign the agreement at its earliest convenience.

BACKGROUND

SACOG, in collaboration with the California Department of Transportation (Caltrans), will be using RCN (NAE) Grant Program funds for SACOG: GREEN MEANS GO: Green Zone Access and Equity Regional Planning Project (Project).

DISCUSSION/PRO-CON ARGUMENTS

Signing this RA and DSA, will allow SACOG to advance planning, engineering, design and project development activities to address barrier transportation facilities in nine federally designated disadvantaged communities that are (1) locally prioritized for infill development and (2) share the challenge of high volume, autocentric facilities that bisect existing neighborhoods to limit both economic and transportation mobility.

EFFECT ON EXISTING LAW

Not applicable.

ESTIMATED COST

The Project cost is estimated to be \$22,500,000 requested through RCN (NAE) funds.

**SUBJECT Reconnecting Communities and Neighborhoods (RCN)
Neighborhood Access and Equity (NAE) Program, SACOG
Recipient Agreement (RA) and Designated Subrecipient
Agreement (DSA)**

RECOMMENDATION

It is recommended that the Division Chief sign the grant agreement (RA and DSA), so SACOG can move forward with the award of the GREEN MEANS GO: Green Zone Access and Equity Regional Planning Project.

APPROVED*Gretchen Chavez*

11/21/2024

**Gretchen Chavez (Acting), Deputy Division
Chief**

Date

ATTACHMENTS

1. FY 2023 RCN (NAE) Recipient Agreement (Between FHWA and Caltrans)
2. FY 2023 RCN (NAE) Subrecipient Agreement (Between Caltrans and SACOG)

CC**FILE**

FY 2023 NEIGHBORHOOD ACCESS AND EQUITY (NAE) DISCRETIONARY GRANT PROGRAM RECIPIENT- DESIGNATED SUBRECIPIENT AGREEMENT

This Federal Fiscal Year (FY) 2022-2023 project specific Neighborhood Access and Equity (NAE) Discretionary Grant Program Recipient - Designated Subrecipient Agreement (Agreement) is between the State of California Department of Transportation (Caltrans) Division of Local Assistance (Recipient or Caltrans) and Sacramento Area Council of Governments (SACOG), a Metropolitan Planning Organization (Designated Subrecipient), collectively known as “Parties.”

RECITALS

WHEREAS, NAE Grant funds were provided under the authority of the Inflation Reduction Act, Pub. L. No. 117-169 (Aug. 16, 2022) (the “IRA”) made funds available to the United States Department of Transportation (the “USDOT”) for fiscal year 2022 to carry out the Neighborhood Access and Equity (NAE) Grant Program; and

WHEREAS, on July 5, 2023, the United States Department of Transportation (USDOT) posted a funding opportunity through the Fiscal Year (FY) 2023, Neighborhood Access and Equity (NAE) Grant Program at Grants.gov, with the funding opportunity title “Neighborhood Access and Equity (NAE) Program” and funding opportunity number DOT-NAE-FY23-01; and

WHEREAS, this notice of funding opportunity posted at Grants.gov, as amended on July 19, 2023, (the “NOFO”) solicited applications for Federal financial assistance under the fiscal years 2023 NAE Program; and

WHEREAS, on or before September 28, 2023, the Designated Subrecipient applied for NAE Grant funding from the United States Department of Transportation (USDOT) for SACOG Green Means Go: Green Zone Access and Equity Regional Planning Project (Project), which will advance planning, engineering, design and project development activities to address barrier transportation facilities; establish a Community-Based Organization Working Group to support equity-centered planning processes that engage traditionally marginalized groups; and establish career pathways for vulnerable community members; and

WHEREAS, the Designated Subrecipient’s application for Project (Grant Application), referenced in section 1 of schedule A of the SACOG Green Means Go: Green Zone Access and Equity Regional Planning Project for Project between the USDOT and the Recipient, includes Standard Form 424 and all information and attachments the Designated Subrecipient submitted with that form through Grants.gov, and

WHEREAS, on March 13, 2024, the USDOT announced application selections under the NOFO selecting Project for NAE Grant funding in the amount of \$22,500,000 for the Project; and

WHEREAS, in this Agreement, “NAE Grant” means an award of these funds to Project that were made available through the NOFO; and

ITEM 9.5.

WHEREAS, as a condition to receive the NAE Grant, the USDOT requires the Recipient and the USDOT, to enter into the USDOT Grant Agreement under the Fiscal Year 2023 NAE Program Project Agreement for the [SACOG Green Means Go: Green Zone Access and Equity Regional Planning Project] (USDOT Agreement) that awards and allocates \$22,500,000 in NAE Grant funding for the Project to the Recipient; and

WHEREAS, this Agreement reflects the Recipient decision to subaward the NAE Grant Project funding to the Designated Subrecipient; and

WHEREAS, this Agreement reflects the Designated Subrecipient decision to receive the Subaward, defined in 2 C.F.R. § 200.1, of the NAE Grant funding for the purpose of carrying out the Federal award; and

WHEREAS, the Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the NAE Grant Program; and

WHEREAS, the Federal Highway Administration (Administering Operating Administration) will administer the USDOT Agreement, on behalf of the USDOT; and

WHEREAS, the *U.S. Department of Transportation General Terms and Conditions Under the Fiscal Year 2023 Neighborhood Access and Equity Program: FHWA Projects* (NAE Terms and Conditions), revised October 1, 2024, is referenced as part of the USDOT Agreement and defines additional responsibilities and requirements that must be followed as a condition to receiving and using the NAE Grant funding; and

WHEREAS, the *U.S. Department of Transportation Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 Reconnecting Communities Pilot Program/Neighborhood Access and Equity Program (RCN): FHWA Projects* (Exhibits), dated April 8, 2024, is referenced in the NAE Terms and Conditions, and further defines responsibilities and requirements that must be followed as a condition to receiving and using the NAE Grant funding; and

WHEREAS, the Reconnecting Communities Program Discretionary Grants Performance Measurement Guidance (Performance Measures), updated July 6, 2023, is referenced in this Agreement and used in the USDOT Agreement and the NAE Terms and Conditions to define responsibilities and requirements regarding the development, measurement, and reporting of project performance measures; and

WHEREAS, the Parties want the Designated Subrecipient to carry out the Project with the Recipient acting as the "pass-through" entity for purposes of payment of the federal funds to the Designated Subrecipient, per the requirements on pass-through entities under 2 C.F.R. parts 200 et seq. and 1201 et seq., including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable; and

WHEREAS, for the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code; and

WHEREAS, on or about 03/18/2016, the Parties entered into an Administering Agency - State Agreement for Federal-Aid Projects agreement (Master Agreement); and

WHEREAS, the Parties, will concurrently enter into this Agreement, which defines specific project responsibilities between the Designated Subrecipient and the Recipient for Project and include specific project responsibilities to USDOT that are necessary for the development and timely delivery of the Project; and

WHEREAS, this Agreement further establishes oversight and delegation of responsibilities between the Recipient and the Designated Subrecipient, outlined in this Agreement, the Master Agreement, and as allowed per Article 3.7(2) of the NAE Terms and Conditions.

The Parties therefore agree to the following:

AGREEMENT

ARTICLE I. PURPOSE

Section 1.01 Purpose.

(a) The purpose of this award is to fund an eligible project that improves walkability, safety, and affordable transportation access through context-sensitive strategies; addresses an existing eligible facility that create barriers to community connectivity or negative impacts on the human or natural environment, especially in disadvantaged or underserved communities; conducts planning and capacity building activities in disadvantaged or underserved communities; or conducts technical assistance to units of local government to facilitate efficient and effective contracting, design, and project delivery and to build capacity for delivering surface transportation projects. The parties will accomplish this purpose by achieving the following objectives:

- 1) timely completing the Project; and
- 2) ensuring the award funds provided under this Agreement are not used as a substitute for non-Federal investment in the Project, except as proposed in the Technical Application, and as modified by schedule D.

(b) In this section, the term “facility,” is used as defined at 23 U.S.C. 177(c).

ARTICLE II. USDOT AND RECIPIENT ROLES

Section 2.01 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is responsible for the USDOT’s overall administration of this Grant Program, the approval and execution of the USDOT Agreement, and any modifications to the Recipient Agreement under section 15.1 of the USDOT Agreement.
- (b) The Federal Highway Administration (the “FHWA”) will administer the Recipient Agreement on behalf of the USDOT. The “Administering Operating Administration” means the FHWA.
- (c) The Recipient is responsible for the approval of this agreement and any modifications to this agreement under section 15.01.

Section 2.02 USDOT Program Contacts

If the Capital-Planning Designation in section 1 of schedule F is “Planning”:

ITEM 9.5.

FHWA NAE Program Manager—Planning Grants
Kenneth Petty
Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room E72-330
Washington, DC 20590
(202) 366-6654
kenneth.petty@dot.gov

If the Capital-Planning Designation in section 1 of schedule F is “Capital Construction”:

FHWA NAE Program Manager—Capital Construction Grants
Karen Perritt
Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room E76-326
Washington, DC 20590
(202) 366-9482
karen.perritt@dot.gov

And for all awards:

OST RCN Program Manager
United States Department of Transportation
Office of Infrastructure Deployment (OST P-40)
1200 New Jersey Avenue SE
Washington, DC 20590
ReconnectingCommunities@dot.gov

Section 2.03 USDOT Program Contacts

- (a) The Recipient is the pass-through entity for purposes of payment of the federal funds to the Designated Subrecipient per the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333 and 23 U.S.C. 106(g)(4) where applicable.

Article III. DESIGNATED SUBRECIPIENT ROLE

Section 3.01 Statements on the Project.

- (a) The Designated Subrecipient states that:

- 1) all material statements of fact in the Technical Application were accurate when that application was submitted; and
- 2) schedule E documents all material changes in the information contained in that application.

Section 3.02 Statements on Authority and Capacity.

(a) The Designated Subrecipient states that:

- 1) it has the authority to receive Federal financial assistance under this agreement;
- 2) it has the legal authority to complete the Project;
- 3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- 4) not less than the difference between the total eligible project costs listed in section 3 of schedule D of the USDOT Agreement and the Neighborhood Access and Equity (NAE) Program Grant Amount listed in section 1 of schedule D is committed to fund the Project;
- 5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- 6) the individual executing this agreement on behalf of the Designated Subrecipient has authority to enter this agreement and make the statements in this article 3 and in section 21.07 on behalf of the Designated Subrecipient .

Section 3.03 USDOT and Recipient Reliance.

(a) The Designated Subrecipient acknowledges that:

- 1) the USDOT and the Recipient relied on statements of fact in the Technical Application to select the Project to receive this award;
- 2) the USDOT and the Recipient relied on statements of fact in both the Technical Application and this agreement to determine that the Designated Subrecipient and the Project are eligible under the terms of the NOFO;
- 3) the USDOT relied on statements of fact in the Technical Application and the USDOT Application to establish the terms of the USDOT agreement; and
- 4) the Recipient relied on statements of fact in both the Technical Application and the USDOT Agreement to establish the terms of this agreement; and
- 5) the USDOT selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

Section 3.04 Project Delivery.

- (a) The Designated Subrecipient shall complete the Project under the terms of this agreement.
- (b) The Designated Subrecipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration and the Recipient.

Section 3.05 Rights and Powers Affecting the Project.

- (a) The Designated Subrecipient shall not take or permit any action that deprive it or the Recipient of any rights or powers necessary to their performance under the USDOT Agreement and under this Agreement, without written approval of the Recipient and the USDOT.
- (b) The Designated Subrecipient shall act promptly, in a manner acceptable to the USDOT and the Recipient, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Designated Subrecipient's performance under the USDOT Agreement and to the Designated Subrecipient's performance under this agreement.

Section 3.06 Notification of Changes to Key Personnel.

- (a) The Designated Subrecipient shall notify all USDOT and all Recipient representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in key personnel who are identified in section 4 of schedule A.

Section 3.07 Subaward to Designated Subrecipient.

- (a) Section 9 of schedule A of the USDOT Agreement identifies a Designated Subrecipient, therefore:
 - 1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.01;
 - 2) the Recipient and the Designated Subrecipient entered into this agreement, separate from the USDOT Agreement and to which the USDOT is not a party, which assigns responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and
 - 3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

Section 3.08 Designated Subrecipient Statements and Responsibilities.

- (a) Section 9 of schedule A in the USDOT Agreement identifies a Designated Subrecipient. The Designated Subrecipient:
 - 1) affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2 of the USDOT Agreement; and
 - 2) shall assume the Recipient's reporting obligations under articles 7 and 8 of the NAE Terms and Conditions.

Article IV. AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

Section 4.01 Federal Award Amount.

- (a) The USDOT awarded a Neighborhood Access and Equity (NAE) Grant to the Recipient in the amount listed in section 1 of schedule D of the USDOT Agreement as the NAE Program Grant Amount.
- (b) The Recipient hereby subawards an NAE grant to the Designated Subrecipient in the amount listed in 1 of schedule D of the USDOT Agreement as the NAE Program subaward Grant Amount.

Section 4.02 Federal Funding Source

- (a) If section 4 of schedule F identifies the Funding Source as "General Fund," then the NAE Grant is from the NAE Program funding that was made available in fiscal year 2022 to be

available until September 30, 2026, to be available until September 30, 2026, at IRA, tit. VI, subt. E § 60501.

Section 4.03 Federal Obligations.

- (a) If the Federal Obligation Type identified in section 2 of schedule D is “Single,” then:
 - 1) this agreement apportions for the budget period the amount listed in section 1 of schedule D as the NAE Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement;
 - 2) the Designated Subrecipient shall submit a Request for Authorization to the Recipient, per the process and procedures detailed in the Local Assistance Procedures Manual (LAPM) for the amount of funding and the phase of work specified in Schedule D of the USDOT Agreement; and
 - 3) the federal reimbursable work on Project shall not begin, until the Designated Subrecipient requests and receives FHWA authorization approval via an “E76” document, that shows the appropriate amount of federal funds have been authorized by FHWA to the appropriate phase of work, as detailed in Schedule D of the USDOT Agreement.
- (b) If the Federal Obligation Type identified in section 2 of schedule D is “Multiple,” then:
 - 1) an amount up to the NAE Grant Amount listed in section 1 of schedule D will be obligated with one initial authorization and one or more subsequent, optional authorizations, as described in sections 4.3(c)–4.3(h).
 - 2) the Designated Subrecipient shall submit a Request for Authorization to the Recipient, for the amount of funding and phase of work specified in Schedule D of the USDOT Agreement, per the process and procedures detailed in the Local Assistance Procedures Manual (LAPM). The Request for Authorization submitted by the Designated Subrecipient to the Recipient shall not exceed the amount obligated to the project by FHWA and Section 4.03(a) of shall not apply to this Agreement.
 - 3) the NAE federal reimbursable work on any Project phase of work shall not begin, until the Designated Subrecipient requests and receives FHWA authorization approval via an “E76” document, that shows the appropriate amount of federal funds have been authorized by FHWA to the appropriate phase of work, as detailed in Schedule D of the USDOT Agreement.
- (c) The Obligation Condition Table in section 2 of schedule D of the USDOT Agreement allocates the NAE Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B of the USDOT Agreement.
- (d) The USDOT Agreement apportions for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.
- (e) The USDOT Agreement does not apportion amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those

portions of the Project only as described in sections 4.03(f) and 4.03(g), or by modifying this agreement under article 15.

- (f) For each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is apportioned and may be authorized by the Designated Subrecipient if the parties execute an instrument, in the form provided in Exhibit D, documenting that:
 - 1) the USDOT and Recipient determine that the obligation condition listed in that table for that portion of the Project is satisfied;
 - 2) the USDOT and Recipient determine that all applicable Federal requirements for obligating the amount are satisfied; and
 - 3) the Designated Subrecipient states that it is not required to request a modification of the USDOT Agreement under article 5 of this Agreement.
- (g) The Designated Subrecipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is apportioned under section 4.03(f) and authorized by the FHWA.
- (h) The Designated Subrecipient acknowledges that the USDOT and the Recipient are not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.03(f).

Section 4.04 Budget Period.

- (a) The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

Section 4.05 Period of Performance.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.
- (b) Reserved.
- (c) In this Agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

Article V. STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

Section 5.01 Notification Requirement.

- (a) The Designated Subrecipient shall notify all USDOT representatives who are identified in section 5 of schedule A and all Recipient representatives in section 3 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Designated Subrecipient’s plan to complete the Project.
- (b) In the notification under section 5.01(a), the Designated Subrecipient shall describe the change and what actions the Designated Subrecipient has taken or plans to take to ensure completion of the Project.

- (c) This notification requirement under this section 5.01 is separate from any requirements under this article 5 that the Designated Subrecipient request modification of this agreement.

Section 5.02 Scope and Statement of Work Changes.

- (a) If the Project's activities differ from the activities described in schedule B of the USDOT Agreement, then the Designated Subrecipient shall request a modification of the USDOT Agreement to update schedule B.

Section 5.03 Schedule Changes.

- (a) If one or more of the following conditions are satisfied, then the Designated Subrecipient shall request a modification of this agreement to update schedule C:
- 1) a completion date for the Project or a component of the Project is listed in section 2, schedule C of the USDOT Agreement and the Designated Subrecipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C of the USDOT Agreement; or
 - 2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C of the USDOT Agreement.
- (b) For other schedule changes, the Designated Subrecipient shall follow the applicable procedures of the Administering Operating Administration and the Recipient, and document the changes in writing.

Section 5.04 Budget Changes.

- (a) The Designated Subrecipient acknowledges that if the cost of completing the Project increases:
- 1) that increase does not affect the Designated Subrecipient's obligation under this agreement to complete the Project; and
 - 2) the USDOT and the Recipient will not increase the amount of this award to address any funding shortfall.
- (b) The Designated Subrecipient shall request a modification of the USDOT Agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D of the USDOT Agreement:
- 1) the total "Non-Federal Funds" amount decreases; or
 - 2) the total eligible project costs amount decreases.
- (c) For budget changes that are not identified in section 5.04(b), the Designated Subrecipient shall follow the applicable procedures of the Administering Operating Administration and the Recipient, and document the changes in writing.
- (d) If there are Project Cost Savings, then the Designated Subrecipient may propose to the USDOT and the Recipient, in writing consistent with the Administering Operating Administration's and the Recipient's requirements, to include in the Project, specific additional activities that are within the scope of this award, as defined in section 1.01 of this Agreement and schedule B of the USDOT Agreement, and that the Designated Subrecipient could complete with the Project Cost Savings. In this agreement, "Project Cost Savings" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D of the USDOT

Agreement, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D of the USDOT Agreement.

- (e) If there are Project Cost Savings and either the Designated Subrecipient does not make a proposal under section 5.04(d) of this Agreement, or the Recipient does not accept the proposal under section 5.04(d) of this Agreement, or the USDOT does not accept the Designated Subrecipient's proposal under section 5.4(d) of the USDOT Agreement then:
 - 1) in a request under section 5.04(b), the Designated Subrecipient shall reduce the Federal Share by the Project Cost Savings; and
 - 2) if that modification reduces this award and the USDOT or Recipient had reimbursed costs exceeding the revised award, the Designated Subrecipient shall refund to the USDOT and Recipient the difference between the reimbursed costs and the revised award. In this agreement, "Federal Share" means the sum of the total "NAE Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D of the USDOT Agreement.
- (f) The Designated Subrecipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT and Recipient may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

Section 5.05 USDOT and Recipient Acceptance of Changes.

- (a) The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RCN Program and the USDOT.
- (b) The Recipient may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RCN Program and the Recipient.

Section 5.06 Designated Subrecipient acknowledgement

- (a) The Designated Subrecipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the Recipient accepts that modification request and the parties modify this agreement under section 15.01 of this Agreement.
- (b) The Designated Subrecipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement the USDOT Agreement unless the USDOT and Recipient both accept that modification request and the parties modify the USDOT Agreement under section 15.1 of the USDOT Agreement.

Article VI. GENERAL REPORTING TERMS

Section 6.01 Report Submission.

- (a) The Designated Subrecipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A of the USDOT Agreement, all USDOT contacts who are listed in section 2.02 of this Agreement, and all Recipient Contacts listed in Section 3 of schedule A of the USDOT Agreement.

Section 6.02 Alternative Reporting Methods.

- (a) The Administering Operating Administration and Recipient may establish processes for the Designated Subrecipient to submit reports required by this agreement, including electronic submission processes.
- (b) If the Designated Subrecipient is notified of those processes in writing, the Designated Subrecipient shall use the processes required by the Administering Operating Administration and the Recipient.

Section 6.03 Paperwork Reduction Act Information.

- (a) Under 5 C.F.R. 1320.6, the Designated Subrecipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB").
- (b) Notwithstanding any other term of this agreement, the due date for any information collections required under this agreement, including the reporting requirements in articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

Article VII. PROGRESS AND FINANCIAL REPORTING

Section 7.01 Quarterly Project Progress Reports and Recertifications.

- (a) On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Designated Subrecipient shall submit to the USDOT and the Recipient a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C.
- (b) If the date of this agreement is in the final month of a calendar year quarter, then the Designated Subrecipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

Section 7.02 Final Progress Reports and Financial Information.

- (a) No later than 120 days after the end of the period of performance, the Designated Subrecipient shall submit:
 - 1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and
 - 2) any other information required under the Administering Operating Administration's and the Recipient's award closeout procedures.

Article VIII. PERFORMANCE REPORTING

Section 8.01 Baseline Performance Measurement.

- (a) If the Capital-Planning Designation in schedule F of the USDOT Agreement is "Capital" or "Capital Construction" then:
 - 1) before the start of construction on the Project, but not earlier than one year before the start of construction on the Project, the Designated Subrecipient shall collect baseline data for each performance measure that is enumerated in schedule G of the USDOT Agreement; and
 - 2) not later than January 31 of the calendar year that begins after the Designated Subrecipient collects baseline data under section 8.01(a) of this Agreement, the

Designated Subrecipient shall submit a Baseline Performance Measurement Report containing the data collected under section 8.01(a), stating the dates when the data was collected, and describing, in detail, the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is enumerated in schedule G of the USDOT Agreement.

Section 8.02 Post-construction Performance Measurement.

- (a) If the Capital-Planning Designation in schedule F of the USDOT Agreement is "Capital" or "Capital Construction" then:
- 1) for each performance measure that is enumerated in schedule G and has a quarterly measurement frequency, for each of 19 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure; and
 - 2) for each performance measure that is enumerated in schedule G of the USDOT Agreement and has an annual measurement frequency, the Designated Subrecipient shall collect data for that performance measure on at least five separate occasions:
 - i) once during the three consecutive calendar quarters that begin after the Project substantial completion date;
 - ii) once during the fourth calendar quarter after the first collection;
 - iii) once during the eighth calendar quarter after the first collection;
 - iv) once during the twelfth calendar quarter after the first collection; and
 - v) once during the sixteenth calendar quarter after the first collection.
- (b) Not later than January 31 of each year that follows a calendar year during which data was collected under section 8.02(a) of this Agreement, the Designated Subrecipient shall submit to the USDOT and the Recipient a Post-construction Performance Measurement Report containing the data collected under section 8.02(a) of this Agreement in the previous calendar year and stating the dates when the data was collected.
- (c) If an external factor significantly affects the value of a performance measure collected under section 8.02(a) of this Agreement, then the Designated Subrecipient shall identify that external factor in the Post-construction Performance Measurement Report described in section 8.02(b) of this Agreement and discuss the external factor's influence on the performance measure.

Section 8.03 Project Outcomes Report.

- (a) If the Capital-Planning Designation in section 1 of schedule F of the USDOT Agreement is "Capital Construction," then the Designated Subrecipient shall submit to the USDOT, not later than January 31 of the year that follows the final calendar year during which data was collected under section 8.02(a) of this Agreement, a Project Outcomes Report that contains:
- 1) an analysis of the impacts of the project, including a comparison of the baseline performance measurement data collected under section 8.01 of this Agreement with the post-construction performance measurement data that the Designated

Subrecipient reported in the final Post-construction Performance Measurement Report required under section 8.02(b) of this Agreement;

- 2) for each performance measure that is enumerated in schedule G of the USDOT Agreement, an analysis of the accuracy of the projected outcome listed in schedule G of the USDOT Agreement; and
- 3) all data collected under sections 8.01 and 8.02(a) of this Agreement.

Section 8.04 General Performance Measurement Requirements.

- (a) For each performance measure that is enumerated in schedule G of the USDOT Agreement, the Designated Subrecipient shall ensure that all data collections under article 8 of this Agreement are completed in a manner consistent with the description, location, and other attributes associated with that performance measure in schedule G of the USDOT Agreement.

Section 8.05 Outcome Measurement and Reporting Survival.

- (a) The data collection and reporting requirements in article 8 of this Agreement survive the termination of this agreement.

Article IX. Noncompliance and Remedies

Section 9.01 Noncompliance Determinations.

- (a) If the USDOT or the Recipient determine that the Designated Subrecipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, the USDOT or the Recipient may notify the Designated Subrecipient of a proposed determination of noncompliance. For that notice to be effective, it must be written and the USDOT or the Recipient must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Designated Subrecipient may respond to the notice.
- (b) If the USDOT or Recipient notifies the Designated Subrecipient of a proposed determination of noncompliance under section 9.01(a) of this Agreement, the Designated Subrecipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Designated Subrecipient may:
 - 1) accept the remedy;
 - 2) acknowledge the noncompliance, but propose an alternative remedy; or
 - 3) dispute the noncompliance. To dispute the noncompliance, the Designated Subrecipient must include in its response documentation or other information supporting the Designated Subrecipient's compliance.
- (c) The USDOT or the Recipient may make a final determination of noncompliance only:
 - 1) after considering the Designated Subrecipient's response under section 9.01(b); or
 - 2) if the Designated Subrecipient fails to respond under section 9.01(b), after the time for that response has passed.

- (d) To make a final determination of noncompliance, the USDOT or the Recipient must provide to the Designated Subrecipient a notice that states the basis for that determination.

Section 9.02 Remedies.

- (a) If the USDOT or the Recipient makes a final determination of noncompliance under section 9.01, the USDOT or the Recipient may impose a remedy, including:
- 1) adding conditions or modifying existing conditions on the award;
 - 2) any remedy permitted under 2 C.F.R. 200.339-200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Designated Subrecipient to the USDOT via the Recipient; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - 3) any other remedy legally available.
- (b) To impose a remedy, the USDOT or Recipient must provide to the Designated Subrecipient a written notice that describes the remedy, but the USDOT or Recipient may make the remedy effective before the Designated Subrecipient receives that notice.
- (c) If the USDOT or Recipient determine that it is in the public interest, the USDOT or Recipient may impose a remedy, including all remedies described in section 9.02(a) of this Agreement, before making a final determination of noncompliance under section 9.01 of this Agreement. If USDOT or Recipient do so, then the notice provided under section 9.01(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 9.02 or making a public interest determination under section 9.02(c), the USDOT or the Recipient may elect to consider the interests of only the USDOT or the Recipient, respectively.
- (e) The Designated Subrecipient acknowledges that amounts that the USDOT or Recipient require the Designated Subrecipient to refund to the USDOT or Recipient, due to a remedy under this section 9.02 constitute a debt to the Federal Government that the USDOT and Recipient may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

Section 9.03 Other Oversight Entities.

- (a) Nothing in this article 9 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

Article X. AGREEMENT TERMINATION

Section 10.01 Recipient Termination.

- (a) The Recipient may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
- 1) the Designated Subrecipient fails to timely obtain or timely provide any non-NAE Grant contribution or alternatives approved by the USDOT and the Recipient as provided in this agreement and consistent with schedule D of the USDOT Agreement;

- 2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Designated Subrecipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;
 - 3) the Designated Subrecipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;
 - 4) the Designated Subrecipient fails to comply with the terms and conditions of this Agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Designated Subrecipient;
 - 5) circumstances cause changes to the Project that the USDOT or Recipient determines are inconsistent with the USDOT's basis for selecting the Project to receive a NAE Grant; or
 - 6) the USDOT or Recipient determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the Recipient may elect to consider only the interests of the Recipient.
 - (c) This section 10.01 does not limit the Recipient's ability to terminate this agreement as a remedy under section 9.02.
 - (d) The Designated Subrecipient may request that the Recipient terminate the agreement under this section 10.01.

Section 10.02 Closeout Termination.

- (a) This Agreement terminates on Project Closeout.
- (b) In this Agreement, "Project Closeout" means the date that the USDOT informs the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

Section 10.03 Post-Termination Adjustments.

- (a) The Designated Subrecipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's or Recipient's authority to disallow costs, including costs that the USDOT or Recipient reimbursed before termination, and recover funds from the Designated Subrecipient.

Section 10.04 Non-Terminating Events.

- (a) The end of the budget period described under section 4.04 does not terminate this Agreement or the Designated Subrecipient's obligations under this Agreement.
- (b) The end of the period of performance described under section 4.05 does not terminate this Agreement or the Designated Subrecipient's obligations under this Agreement.
- (c) The cancellation of funds under section 14.02 does not terminate this agreement or the Designated Subrecipient's obligations under this agreement.

Section 10.05 Other Remedies.

- (a) The termination authority under this article 10 supplements and does not limit the USDOT's and Recipient's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

Article XI. MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

Section 11.01 Recipient Monitoring and Record Retention.

ITEM 9.5.

- (a) The Designated Subrecipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - 1) that those activities comply with this agreement; and
 - 2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Designated Subrecipient makes a subaward under this award, the Designated Subrecipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Designated Subrecipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

Section 11.02 Financial Records and Audits.

- (a) The Designated Subrecipient shall keep all project accounts and records that fully disclose the amount and disposition by the Designated Subrecipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Designated Subrecipient shall keep accounts and records described under section 11.02(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Designated Subrecipient shall separately identify expenditures under the fiscal year 2023 NAE Program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Designated Subrecipient shall:
 - 1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including “FY 2023” in the program name; and
 - 2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

Section 11.03 Internal Controls.

- (a) The Designated Subrecipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

Section 11.04 USDOT Record Access.

- (a) The USDOT and the Recipient may access Designated Subrecipient records related to this award under 2 C.F.R. 200.337.

Section 11.05 Oversight Responsibilities.

- (a) This award is subject to the oversight requirements of title 23, United States Code.

Article XII. CONTRACTING AND SUBAWARDS

Section 12.01 Minimum Wage Rates.

- (a) The Designated Subrecipient shall include, in all contracts in excess of \$2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with 23 U.S.C.

113, that contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

Section 12.02 Buy America.

(a) Steel, Iron, and Manufactured Products.

- 1) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration.
- 2) The Designated Subrecipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

(b) Construction Materials.

- 1) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA.
- 2) The Designated Subrecipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(c) Buy America Preference.

- 1) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Designated Subrecipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 2) The Designated Subrecipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

Section 12.03 Small and Disadvantaged Business Requirements.

- (a) If any funds under this award are administered by or through a State Department of Transportation, the Designated Subrecipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs").
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Designated Subrecipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms").

Section 12.04 Engineering and Design Services.

- (a) As applicable, the Designated Subrecipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based

requirement prescribed for or by the Designated Subrecipient and approved in writing by the USDOT.

Section 12.05 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- (a) The Designated Subrecipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Designated Subrecipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

Section 12.06 Pass-through Entity Responsibilities.

- (a) If the Designated Subrecipient makes a subaward under this award, the Designated Subrecipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

Section 12.07 Subaward and Contract Authorization.

- (a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 schedule A is “FHWA Division,” then the Designated Subrecipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I.
- (b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is “FHWA Office of Acquisition and Grants Management,” then the Designated Subrecipient shall obtain prior written approval from the USDOT agreement officer pursuant to 2 C.F.R. 200.308, 2 C.F.R. 200.333, and 23 C.F.R. part 172, as applicable, and provide a copy of this written approval to the Recipient, for the subaward or contracting out of any work under this agreement. Unless otherwise specified in writing by the agreement officer, approvals under 2 C.F.R. 200.308 will be contingent upon a fair and reasonable price determination on the part of the Designated Subrecipient and the agreement officer’s concurrence on that determination. Approvals under 2 CFR 200.308(f)(6) do not apply to the acquisition of supplies, material, equipment, or general support services.

Article XIII. COSTS, PAYMENTS, AND UNEXPENDED FUNDS

Section 13.01 Limitation of Federal Award Amount.

- (a) Under this award, the USDOT and Recipient shall not provide funding greater than the amount obligated under section 4.03.
- (b) The Designated Subrecipient acknowledges that the USDOT and the Recipient is not liable for payments exceeding that amount, and the Designated Subrecipient shall not request reimbursement of costs exceeding that amount.

Section 13.02 Projects Costs.

- (a) This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

Section 13.03 Timing of Project Costs.

- (a) The Designated Subrecipient shall not charge to this award costs that are incurred after the budget period.
- (b) The Designated Subrecipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of

schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458.

- (c) This agreement hereby terminates and supersedes any previous USDOT and Recipient approval for the Designated Subrecipient to incur costs under this award for the Project.
- (d) Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

Section 13.04 Designated Subrecipient Recovery of Federal Funds.

- (a) The Designated Subrecipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT or Recipient determine, after consultation with the Designated Subrecipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award.
- (b) The Designated Subrecipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT and Recipient.

Section 13.05 Unexpended Federal Funds.

- (a) Any Federal funds that are awarded at section 4.01 but not expended on allocable, allowable costs remain the property of the United States.

Section 13.06 Timing of Payments to the Recipient.

- (a) Reimbursement is the payment method for the NAE program.
- (b) The Designated Subrecipient shall not request reimbursement of a cost before the Designated Subrecipient has entered into an obligation for that cost.

Section 13.07 Payment Method.

- (a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Designated Subrecipient shall follow FMIS procedures to request and receive reimbursement payments under this award.

Article XIV. LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

Section 14.01 Liquidation of Recipient Obligations.

- (a) The Designated Subrecipient shall liquidate all obligations of award funds under this agreement not later than 120 days after the end of the period of performance.
- (b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 C.F.R. 200.344–200.346.

Section 14.02 Funds Cancellation.

- (a) NAE Program funding that is obligated for this award under section 4.03 remains available until expended.

Article XV. AGREEMENT MODIFICATIONS

Section 15.01 Bilateral Modifications.

- (a) The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the Recipient and the Designated Subrecipient. Either party may

request to amend, modify, or supplement this agreement by written notice to the other party.

- (b) The USDOT Agreement may be amended, modified, or supplemented by mutual agreement in writing, signed by the FHWA and the Recipient. The Designated Subrecipient may request to amend, modify, or supplement the USDOT Agreement by written notice to the FHWA and the Recipient.

Section 15.02 Contact Modifications.

- (a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to the USDOT contacts who are listed in section 5 of schedule A, the USDOT contacts who are listed in section 2.02, and the Designated Subrecipient contacts in section 9 of the USDOT Agreement.
- (b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.02 by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.
- (c) The Designated Subrecipient may update the contacts who are listed in section 9 of schedule A by written notice to the Recipient and USDOT.

Section 15.03 Provisions that Conflict with Federal law.

- (a) If any provision of this Agreement conflicts with Federal law including the Program Statute, then the Federal law prevails.
- (b) Either party may notify the other party upon discovery that a provision conflicts with Federal law and the parties may agree to amend this Agreement in accordance with section 20.01.
- (c) Either party must provide written notice to the other party when it acts or refuses to act where its action or inaction conflicts with a provision of this Agreement but complies with Federal law.

Section 15.04 Other Modifications.

- (a) The parties shall not amend, modify, or supplement the USDOT Agreement or this Agreement except as permitted under sections 15.01, 15.02, or 15.03.
- (b) If an amendment, modification, or supplement is not permitted under sections 15.01, 15.02, or 15.03, it is void.

Article XVI. CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

Section 16.01 Climate Change and Environmental Justice.

- (a) Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

Article XVII. RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

Section 17.01 Racial Equity and Barriers to Opportunity.

- (a) Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), schedule I documents activities related to the Project to improve equity and reduce barriers to opportunity.

Section 17.02 Community Engagement Activities.

- (a) This provision is applicable to only Capital Construction Grants and Regional Partnership Challenge Grants, not Planning Grants.
- (b) The USDOT has determined that, for the purpose of the requirement stated in section F.2.i of the NOFO, through the activities documented in section 3 of schedule I, the Designated Subrecipient has sufficiently considered community engagement related to the Project.

Section 17.03 Activities to Safeguard Affordability.

- (a) This provision is applicable to only Capital Construction Grants and Regional Partnership Challenge Grants, not Planning Grants.
- (b) The USDOT has determined that, for the purpose of the requirement stated in section F.2.i of the NOFO, through the activities documented in section 4 of schedule I, the Designated Subrecipient has sufficiently considered safeguards to retain affordability for existing residents and businesses in the Project area and surrounding communities.

Article XVIII. LABOR AND WORK

Section 18.01 Labor and Work.

- (a) Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), and Executive Order 14052, “Implementation of the Infrastructure Investment and Jobs Act” (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

Section 18.02 OFCCP Mega Construction Project Program.

- (a) If the total eligible project costs that are listed in section 3 of schedule D are greater than \$35,000,000 and the Department of Labor’s Office of Federal Contract Compliance Programs (the “OFCCP”) selects this award for participation in the Mega Construction Project Program, then the Designated Subrecipient shall partner with OFCCP and the Recipient, as requested by OFCCP or the Recipient.

Article XIX. Reserved.

Article XX. CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

Section 20.01 Critical Infrastructure Security and Resilience.

- (a) Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Designated Subrecipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in section 5 Schedule F is “Elevated,” then, not later than two years after the date of this agreement, the Designated Subrecipient shall submit to the USDOT a report that:
 - 1) identifies a cybersecurity Point of Contact for the transportation infrastructure being improved in the Project;
 - 2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
 - 3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;

- 4) documents the results of a self-assessment of the Designated Subrecipient's cybersecurity posture and capabilities; and
- 5) describes any additional actions that the Designated Subrecipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

Article XXI. FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

Section 21.01 Uniform Administrative Requirements for Federal Awards.

- (a) The Designated Subrecipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

Section 21.02 Federal Law and Public Policy Requirements.

- (a) The Designated Subrecipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Designated Subrecipient or activities under this agreement does not make that law inapplicable.

Section 21.03 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Designated Subrecipient acknowledges that the Technical Application and materials submitted to the USDOT or the Recipient by the Designated Subrecipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

Section 21.04 History of Performance.

- (a) Under 2 C.F.R. 200.206, any Federal agency may consider the Designated Subrecipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Designated Subrecipient.

Section 21.05 Whistleblower Protection.

- (a) The Designated Subrecipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Designated Subrecipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.
- (b) The Designated Subrecipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

Section 21.06 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 27, this agreement includes the following additional terms as integral parts:
 - 1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - 2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - 3) 2 C.F.R. 175.15(b): Award Term for Trafficking in Persons; and

- 4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Designated Subrecipient shall comply with:
 - 1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - 2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - 3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - 4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

Section 21.07 Incorporated Certifications.

- (a) The Designated Subrecipient makes the statements in the following certifications, which are incorporated by reference:
 - 1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

Article XXII. ASSIGNMENT

Section 22.01 Assignment Prohibited.

- (a) The Designated Subrecipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

Article XXIII. Reserved.

Article XXIV. WAIVER

Section 24.01 Waivers.

- (a) A waiver of a term of this Agreement granted by the Recipient will not be effective unless it is in writing and signed by an authorized representative of the Recipient.
- (b) A waiver of a term of this agreement granted by the Recipient on one occasion will not operate as a waiver on other occasions.
- (c) If the Recipient fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

Article XXV. ADDITIONAL TERMS AND CONDITIONS

Section 25.01 Effect of Economically Disadvantaged Community Designation.

- (a) If section 2 of schedule F lists “Yes” for the “Economically Disadvantaged Community Designation,” then based on information that the Designated Subrecipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will benefit an economically disadvantaged community, as defined in section H.1 of the NOFO.

Section 25.02 Disclaimer of Federal Liability.

- (a) The USDOT and the Recipient shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

Section 25.03 Relocation and Real Property Acquisition.

- (a) To the greatest extent practicable under State law, the Designated Subrecipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Designated Subrecipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.
- (c) The Designated Subrecipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. 24.

Section 25.04 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Designated Subrecipient, or a subrecipient to the Designated Subrecipient, acquires equipment under the Grant Program award, then when that equipment is no longer needed for the Project:
 - 1) if the entity that acquired the equipment is a State, the State, that entity shall dispose of that equipment in accordance with State laws and procedures; and
 - 2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and
 - 3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration and Recipient.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.
- (c) The Designated Subrecipient shall ensure compliance with this section 25.04 for all tiers of subawards under this award.

Section 25.05 Environmental Review.

- (a) In this section, “Environmental Review Entity” means:
 - 1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
 - 2) for all other cases, FHWA.
- (b) Except as authorized under section 25.05(c), the Designated Subrecipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - 1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - 2) if the Environmental Review Entity is not the Designated Subrecipient, the Environmental Review Entity provides the Designated Subrecipient with written notice that the environmental review process is complete.

- (c) If the Designated Subrecipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Designated Subrecipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Designated Subrecipient acknowledges that:
 - 1) the Environmental Review Entity's actions under section 25.06(a) depend on the Designated Subrecipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - 2) applicable environmental statutes and regulation may require the Designated Subrecipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Designated Subrecipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in schedule B and other information described in the USDOT Agreement may inform environmental decision-making processes, but the parties do not intend the USDOT Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
 - 1) the parties may amend the USDOT Agreement under section 15.01 for consistency with the selected build alternative; or
 - 2) if the USDOT or Recipient determine that the condition at section 10.01(a)(5) in this Agreement is satisfied, the Recipient may terminate the this Agreement under section 10.01(a)(5).
- (g) The Designated Subrecipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

Section 25.06 Railroad Coordination.

- (a) If section 3 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Designated Subrecipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

Article XXVI. MANDATORY AWARD INFORMATION

Section 26.01 Information Contained in a Federal Award.

- (a) For 2 C.F.R. 200.211:
 - 1) the "Federal Award Date" is the date of this agreement, as defined under section 28.02;
 - 2) the "Assistance Listings Number" is 20.205 and the "Assistance Listings Title" is "Neighborhood Access and Equity (NAE) Discretionary Grant Program"; and
 - 3) this award is not for research and development.

Section 26.02 Federal Award Identification Number.

- (a) If the USDOT Payment System identified in section 6 of schedule A is “FMIS,” then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS for the Designated Subrecipient once generated.

Section 26.03 Recipient’s Unique Entity Identifier.

- (a) If the FHWA Payment System identified in schedule A is “FMIS” or “FMIS Current Bill,” then the Recipient’s Unique Entity Identifier, as defined at 2 C.F.R. 25.400, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS for the Designated Subrecipient.

Section 26.04 Budget Period.

- (a) In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

Article XXVII. CONSTRUCTION AND DEFINITIONS

Section 27.01 Schedules.

- (a) This agreement includes the following schedules as integral parts

Schedule A Administrative Information
 Schedule B Project Activities
 Schedule C Award Dates and Project Schedule
 Schedule D Award and Project Financial Information
 Schedule E Changes from Application
 Schedule F NAE Program Designations
 Schedule G NAE Performance Measurement Information
 Schedule H Climate Change and Environmental Justice Impacts
 Schedule I Racial Equity and Barriers to Opportunity
 Schedule J Labor and Work"

Section 27.02 Exhibits.

- (a) The following exhibits, which are located in the document titled “*U.S. Department of Transportation Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 Reconnecting Communities Pilot Program/Neighborhood Access and Equity Program (RCN): FHWA Projects*,” dated April 8, 2024, and available at <https://www.transportation.gov/grants/reconnecting-communities/reconnecting-communities-grant-agreements>, are part of this agreement.

Exhibit A Applicable Federal Laws and Regulations
 Exhibit B Additional Standard Terms
 Exhibit C Quarterly Project Progress Reports and Recertifications: Format and Content
 Exhibit D Form for Subsequent Obligation of Funds"

Section 27.03 Construction.

- (a) In these General Terms and Conditions:
- 1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;
 - 2) a reference to a section or other subdivision of a schedule listed in section 25.1 will expressly identify the relevant schedule; and

- 3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 25.1.
- (b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

Section 27.04 Integration.

- (a) This agreement constitutes the entire agreement of the parties relating to the NAE Program and awards under that program for the Project and supersedes any previous agreements, oral or written, relating to the NAE Program and awards under that program for the Project.

Section 27.05 Definitions.

- (a) In this agreement, the following definitions apply:

“Administering Operating Administration” means the FHWA.

“Capital Construction Grant” means this project will remove, retrofit, mitigate, or replace an existing eligible dividing transportation facility with a new facility that reconnects communities; mitigates a burdening transportation facility that is a source of air pollution, noise, stormwater, heat, or other burdens; or implements a strategy to reduce environmental harm and/or improve access through transportation improvements.

“Community Planning Grant” means this project will conduct planning activities for future construction projects and allow for innovative community planning to address localized transportation challenges.

“General Terms and Conditions” means this Agreement.

“NAE Grant” refers to an award of funds made available via the Section 60501 of the Inflation Reduction Act (Pub. L. 117-169, August 16, 2022, “Inflation Reduction Act” or IRA).

“Program Statute” means the collective statutory text:

- (1) at IRA, tit. VI, subt. E § 60501; and
- (2) all other provisions of that act that apply to amounts appropriated under that paragraph.

“Project” means the project proposed in the Technical Application, as modified by the negotiated provisions of the USDOT Agreement.

“NAE Grant” means an award of funds that were made available under the NOFO.

“Regional Partnerships Challenge Grants” means a project led by two or more eligible applicants to address a persistent regional challenge related to equitable access and mobility. Eligible activities for Regional Partnerships Challenge Grants are the same as those listed under Capital Construction and Community Planning Grants but must have a regional focus, and clearly demonstrate regional coordination and leveraging of local, State, and Federal resources and policies. See Section C for further eligibility information.

“Technical Application” means the application identified in section 1 of schedule A of the USDOT Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

Article XXVIII. AGREEMENT EXECUTION AND EFFECTIVE DATE

Section 28.01 Counterparts.

- (a) This Agreement may be executed in counterparts, which constitute one document.
- (b) The parties intend each countersigned original to have identical legal effect.

Section 28.02 Effective Date.

- (a) This Agreement will become effective when all parties have signed it and the USDOT Agreement is executed.
- (b) The date of this agreement will be the date this agreement is signed by the last party to sign it or the date the USDOT Agreement is executed, whichever is later.
- (c) This instrument constitutes an NAE Grant when the Recipient and Designated Subrecipient’s authorized representatives sign it and the USDOT Agreement is executed by FHWA.

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this Agreement on the date stated opposite that party's signature.

SACRAMENTO AREA COUNCIL OF GOVERNMENTS "DESIGNATED SUBRECIPIENT"

By: 	11/21/2024
JAMES CORLESS	Date
Executive Director	

APPROVED AS TO CONTENT:

By: 	11/20/2024
Garett Ballard-Rosa	Date
Green Means Go Project Manager	

APPROVED AS TO FORM:

By: 	11/20/2024
OSMAN MUFTI	Date
Legal Counsel to SACOG, Sloan Sakai Yeung & Wong LLP	

COUNTERSIGNED:

By: 	11/21/2024
LORETTA SU	Date
Finance Director	

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this Agreement on the date stated opposite that party's signature.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: 	11/21/2024
_____	_____
DEE LAM	Date
Chief, Division of Local Assistance	

AND

By: 	11/21/2024
_____	_____
SERGIO ACEVES	Date
District Director	

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 NEIGHBORHOOD ACCESS AND EQUITY GRANT PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the California Department of Transportation (the “**Recipient**”) and the Sacramento Area Council of Governments (the “Subrecipient”).

This agreement reflects the selection of the Recipient to receive a Neighborhood Access and Equity (NAE) Grant for the SACOG Green Means Go: Green Zone Access and Equity Regional Planning Project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 Neighborhood Access and Equity Program: FHWA Projects,” dated October 1, 2024, which is available on the RCN [website](#). The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the NAE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the NAE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION****1. Application.**

Application Title: SACOG Green Means Go: Green Zone Access and Equity
Regional Planning Project

Application Date: 09/28/2023

2. Recipient's Unique Entity Identifier.

UK66CLDX71

3. Recipient Contact(s).

Bomasur Banzon
District Local Assistance Engineer, D3
Division of Local Assistance
703 B Street
Marysville, CA 95901
(530) 682-2984
Bomasur.Banzon@dot.ca.gov

Anmol Mishra
Discretionary Grants Coordinator
Federal Infrastructure Programs Branch
Division of Local Assistance
P.O. BOX 942874, MS-1
SACRAMENTO, CA 94274-0001
(279) 599-4996
Anmol.Mishra@dot.ca.gov

Discretionary.Grants@dot.ca.gov
Discretionary Grants Coordinator
Federal Infrastructure Programs Branch
Division of Local Assistance
P.O. BOX 942874, MS-1
SACRAMENTO, CA 94274-0001

4. Key Personnel.

Name	Title or Position
Bomasur Banzon	District Local Assistance Engineer, D3
Anmol Mishra	Discretionary Grants Coordinator
Garett Ballard-Rosa	Senior Planner
Greg Chew	Senior Planner

5. USDOT Project Contact(s).

-
Antonio Johnson
Director of Planning, Environment, & Right of Way
Federal Highway Administration - California Division
United States Department of Transportation
650 Capitol Mall, Suite 4-100
Sacramento, CA 95814-4708
Antonio.Johnson@dot.gov

And

Elissa Konove
Division Administrator
Federal Highway Administration - California Division
United States Department of Transportation
650 Capitol Mall, Suite 4-100
Sacramento, CA 95814-4708
Elissa.Konove@dot.gov

and

Kenneth N. Petty II
Planning/Regional Partnership - Planning
Director, Office of Planning

Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room E72-330
Washington, DC 20590

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

8. Federal Award Identification Number.

See section 24.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: Sacramento Area Council of Governments (SACOG)

Garett Ballard-Rosa
Senior Planner
Sacramento Area Council of Governments
1415 L Street Suite 300
Sacramento CA, 95814
916.319.5183
gballard-rosa@sacog.org

Greg Chew
Senior Planner
Sacramento Area Council of Governments
1415 L Street Suite 300
Sacramento CA, 95814
(916) 340-6227
gchew@sacog.org

**SCHEDULE B
PROJECT ACTIVITIES****1. General Project Description.**

The “Green Zone Access and Equity Regional Planning Project,” will advance planning, engineering, design and project development activities to address barrier transportation facilities in nine federally designated disadvantaged communities that are (1) locally prioritized for infill development and (2) share the challenge of high volume, autocentric facilities that bisect existing neighborhoods to limit both economic and transportation mobility. SACOG will establish a Community-Based Organization Working Group to support equity-centered planning processes that engage traditionally marginalized groups. SACOG will also partner with Valley Vision – the region's workforce intermediary – to establish career pathways for vulnerable community members into jobs that will be created during the implementation of the projects planned with DOT NAE grant funds. Finally, SACOG will provide technical assistance to disadvantaged Green Zone communities to help prepare for the implementation phase.

2. Statement of Work.

Scope of Work Summary Table

Grant Task #	Description	Lead	Planning Activities Summary
1	Disadvantaged Communities Green Zone Planning projects	Nine local jurisdictions	See below task table and write up of the nine local jurisdiction scopes
2	Project management and grant administration	SACOG	Execute Memorandum of Understanding with each partner. Conduct ongoing monitoring of each project component/task
3	Community Engagement Strategies	CBO working group	Establish Community Based Organization working group to enable local expertise in marginalized communities that have largely been left out of traditional planning processes
4	Workforce Development	Valley Vision	Outreach to local workforce boards, organized labor and training agencies to map job training pathways for residents of DAC Green Zones to quality infrastructure jobs
5	Technical Assistance	SACOG	Technical assistance to local agencies, working groups and partners to ready disadvantaged Green Zone for implementation phase

Task 1. Disadvantaged Communities Green Zone Planning projects summary table

Task #	Jurisdiction /Project	Major barrier facility	Planning Activities Summary
1.1	City of Citrus Heights Sunrise Tomorrow	Sunrise Blvd	Preliminary engineering to help transition a 100-acre decaying mall in a low VMT area with high quality transit into mixed use, high density, and transit-oriented development.
1.2	City of Marysville Re-Envision Downtown Marysville Plan	SR20, SR70, RR tracks	Plan that re-envision system through downtown for multimodal transportation & plan for a downtown traffic calming program.
1.3	City of Rancho Cordova Folsom Blvd: Transforming Old Lincoln Highway Plan	Folsom Blvd, light rail tracks, US50	Update to Folsom Blvd Specific Plan analyzing mobility options, circulation, infill development opportunities, climate resiliency, zoning / development codes, and infrastructure needs.
1.4	City of Sacramento Reconnecting Old North Sacramento	SR 160, Capital City Freeway, and UPRR tracks	Community plan of projects, programs, and policies aimed at reconnecting disadvantaged residents to daily destinations through affordable, accessible, and multi-modal transportation.
1.5	Sacramento County Re-Imagine North Watt Corridor	North Watt Avenue	Implementing North Watt Avenue corridor plan through project development and strategies to bolster bicycle, pedestrian, and transit modes through populous corridor/job center that suffers from high traffic, safety issues, and absence of complete street infrastructure.

1.6	City of West Sacramento US 50 Community Connectivity Project & Sycamore Trail Project	US 50/I-80 biz, UPRR tracks, Jefferson Blvd, Sac River deep water ship channel	(1) Planning to unlock 13 acres of vacant land in center of region's urban core for infill development that is currently isolated by freeways and high-speed access roads. (2) Feasibility studies, cost estimates, and community engagement for first and only multi-use and low transportation stress trail connecting City's northern and Southern areas.
1.7	City of Woodland East Street Corridor Complete Streets	East Street, UPRR to west of facility	Feasibility study for road diet and complete streets through the East Street corridor.
1.8	Yuba City Central City Green Zone Redevelopment Plan	State Highway 20	(1) SR20 bike/ped crossing feasibility. (2) Develop form-based objective design standards to streamline review/approval, provide clear design direction, & ensure compatible development in Central City and (3) update Central City Specific Plan.
1.9	Yuba County East Linda Gateway: Lindhurst Corridor Revitalization project	Lindhurst Ave, SR70 and nearby railroad tracks	Design and engineering of rural main street project that will transform the Avenue into a community entry point by providing multimodal improvements, and beautification upgrades.

Scope of Work Description**Task 1 Project Descriptions****Task 1.1. City of Citrus Heights Sunrise Tomorrow Project**

Extent: Sunrise Specific Plan area (Sunrise Avenue from Madison to Greenback)

The City of Citrus Heights' "Sunrise Tomorrow" project will complete preliminary design and engineering for transportation infrastructure improvements to support the transition of a 100-acre decaying suburban mall into a mixed use, high density, transit-oriented development project. The Sunrise Tomorrow project is the second-largest infill redevelopment opportunity within the SACOG region and will facilitate up to 2,200 multifamily housing units, 480 hotel rooms, 320,000 SF of Retail, 960,000 SF of Office, and 450,000 SF of community/institutional uses along with 25 acres of Open Space. Green Means Go has supported development of a land use [specific plan](#) for the site and infrastructure feasibility analysis.

With US DOT NAE funds, Citrus Heights will complete preliminary design for significant transportation infrastructure improvements along the frontage of the site. This includes preliminary engineering of a multi-use trail with a physically separated 10-foot wide pathway along the site perimeter; a mobility center capable of accommodating existing transit and anticipated BRT with regional connectivity through Sacramento Regional Transit's network; underground infrastructure connections from existing trunk-line infrastructure necessary to serve site redevelopment; and intersection improvements to facilitate transit priority signalization and improved ingress and egress to the site. Funding will eliminate the remaining transportation barriers needed to transform the site into a mixed-use vibrant and community-orientated infill housing development.

Task 1.2 City of Marysville: Re-Envision Downtown Marysville

Extent: Downtown Marysville Green Zones (roughly along SR70 from Yuba River to E 24th St. SR 20 from 12th St to Feather River).

City of Marysville's NAE project to Re-envision Downtown Marysville Plan will develop a plan for the city's downtown that re-imagines the existing transportation network for multimodal transportation modes, as well as a plan for a downtown traffic calming program. The city is bisected by two state highways – Highway 70 and Highway 20 – that present barriers to mobility and bike/ped access and safety. Marysville's downtown Green Zone is over 50 percent people of color and over 50 percent low income (household annual incomes below \$40,000 a year). Most traffic in the city is regional through-traffic, which leads to heavy congestion, traffic queuing, and constraints to city's underserved business and residents. The City will engage transportation engineers and the community in developing a plan to improve connectivity and safety for walking, rolling, and other non-vehicular transportation modes. The study will evaluate changes consistent with the California Transportation Plan 2050 objectives and actions. The City will also formulate plans for a traffic calming program in the Green Zone area of downtown.

Task 1.3. City of Rancho Cordova: Folsom Blvd:- Transforming Old Lincoln Highway Plan

Extent: Folsom Blvd from Bradshaw to Hazel

The City of Rancho Cordova's NAE project will result in the Folsom Blvd: Transforming Old Lincoln Highway project, which will analyze mobility options, circulation, infill development opportunities, climate resiliency, zoning and development codes, and infrastructure needs to update the Folsom Blvd Specific Plan. The project has three components: (1) update to Folsom Blvd specific plan; (2) a targeted mixed-use and multifamily housing study; and (3) financial feasibility testing for incremental infill.

US-50 and the SacRT light rail bisect Rancho Cordova, disconnecting the older northern end of the city from the developing southern end. Folsom Blvd (the old Lincoln Highway that runs through the middle of Rancho Cordova) still maintains local accessibility challenges from when it was the key east-west thoroughway in the entire Sacramento region, while the construction of US50 has affected the economic viability of the corridor; like many of the other nine DAC Green Zones, the area is over 50 percent low income as well as 50 percent people of color. The plan will assess low-stress options for north-south connections; micro mobility options within the corridor; infill development opportunities; access and need assessment for the nearby business park; climate resilience; zoning, code, and infrastructure needs. The plan will recommend improvements to enhance mobility choices and access to and across the Folsom Blvd corridor, pathways to overcome barriers of the built environment, zoning codes that will encourage infill development, and recommendations on density bonuses.

Task 1.4. City of Sacramento Reconnecting Old North Sacramento Community Plan

Extent: Highway 160 (from 12/16th St Bridge to Cap City), Cap City (from American River to N. of El Camino), UP RR (from river to north of El Camino).

"Reconnecting Old North Sacramento" community plan (Plan) of the City of Sacramento will address legacy impacts and harms caused by Highway 160, Capital City Freeway (i.e., Interstate Business 80 Loop, State Route 51), and the Union Pacific Railroad lines to Old North Sacramento communities. Plan will propose projects, programs, and policies aimed at reconnecting residents and communities to daily destinations through affordable, accessible, and multi-modal transportation. The dividing transportation facilities have cut off Old North Sacramento communities from employment, healthcare, recreation, active transportation, retail, and entertainment opportunities and resources. These barriers have resulted in a limited street network and with dangerous crossings that are identified on the City's Vision Zero High Injury Network as streets in Sacramento with the highest number of severe injuries and traffic fatalities.

The area transportation network fails to support active transportation, leading to SOV use that contributes to poor air quality and climate change. As for Del Paso Blvd, the construction of the barrier facilities has resulted in generations of harm to the local businesses on Del Paso

Boulevard – formerly the business main street and community center - as traffic was diverted onto the freeway facilities. Today, decades and generations later, the Boulevard continues to struggle: based on census estimates, nearly 100% of households in the area earn less than \$40,000 a year. The Reconnecting Old North Sacramento plan will be a community-driven, implementation-oriented plan that identifies near- and long-term projects, programs, and policies aimed at enhancing mobility, access, and safety, while supporting local businesses and residents.

Task 1.5 Sacramento County: Re-Imagine North Watt

Extent: N. Watt Avenue from Elkhorn to Antelope

The County of Sacramento’s NAE funding to implement the “Re-Imagine North Watt Corridor Plan” will serve an underserved corridor home to 21,000 residents and 6,000 jobs that suffers from high traffic, safety issues, and the absence of complete street infrastructure. Through the Green Zone Access and Equity project, Sacramento County will complete facility project development to prepare North Watt’s transformation to a place where residents can effortlessly access jobs, schools, and open spaces by walking, biking, or riding transit, creating safer routes for students, parents, and commuters, all while fostering economic growth and a stronger sense of community.

The County anticipates a substantial 27% rise in dwelling units within a one-mile radius of Watt Avenue by 2040, with a significant 44% increase within a half-mile. To accommodate regional growth, the North Watt corridor will need to balance jobs and housing and foster multimodal connectivity to nearby employment centers like the McClellan Park business complex. This transformation will reduce automobile dependence within the community and contribute to a notable reduction in greenhouse gas emissions, aligning with the shared environmental goals. The projected densification of the corridor, combined with existing and planned investments in the vicinity, presents a unique opportunity for the North Watt area to become a sustainable and equitable hub for mobility and livability.

Task 1.6. City of West Sacramento: US50 Community Connectivity Project and Sycamore Trail Project

Extent: US50/Tower Bridge Gateway from Westacre to W. Capitol; Jefferson Blvd from W. Capitol to Drever; Union Pacific Railroad and Sac River Deep Water Channel

The City of West Sacramento portion of the Regional Planning Partnership will improve two DAC Green Zone projects—1. US Highway 50 Community Connectivity Project and 2. Sycamore Trail Project—that reflect the inherited legacy of transportation projects designed to move people through, not within, the community. Today, Green Zones in West Sacramento primarily consist of cleared and redeveloping brownfield land in the obsolete industrial area along the river and of corridors defined by overbuilt arterial roads built as state highways and

lined with declining parking lot-oriented commercial buildings that cut through and divide disadvantaged communities.

The US Highway 50 Community Connectivity Project will unlock 13 acres of vacant brownfields land in the center of the region's urban core for infill development that is currently isolated by freeways and high-speed access roads. The State of California relinquished Tower Bridge Gateway (formerly State Route 275) and Jefferson Boulevard (formerly State Route 84 and today the most dangerous arterial in the city) to the City in the early 2000s. Since then, the City has been working to transform former state-controlled access freeways to local arterial boulevards. Yet the intersection of US50/BUS80, Tower Bridge Gateway, and Jefferson Boulevard remains a major transportation barrier that has impeded bike/ped mobility within the City, inhibited access to jobs and resources, and stymied development and progress for the surrounding communities.

The City will conduct planning studies and conceptual designs to explore the obsolete decommissioned freeway structures on Tower Bridge Gateway and design alternatives for local use; incorporate complete street elements and proposed local to connect communities; complement City plans and projects such as planned light rail extension from Downtown Sacramento to expand accessibility and mobility options; and support nearby planned and underway mixed-use and housing projects. Grant funds would also move forward a long-awaited bike and pedestrian connection that has broad community support.

The Sycamore Trail Project will complete planning and design to establish the City's first and only multi-use and low-transportation stress trail connecting the City's northern and southern areas. It will cross three barrier transportation facilities that have denied disadvantaged communities access to the high-quality amenities in the City's newer, wealthier areas: UPRR, US-50/I-80 Business and the Sacramento Deep Water Channel. These facilities were imposed on the community by the federal, state, and regional governments before the City was incorporated.

The Sycamore Trail Project will help to solve the division caused by the barrier transportation facilities' grade separation and impermeability. Sycamore Trail Phases 1-3 (including a bike/ped bridge over US 50) have already been funded through a variety of state, regional and local funds. This grant request for Phases IV and V will address crossing the Union Pacific tracks and the deep water canal, respectively. US DOT NAE funds will support feasibility studies, cost estimates, and community engagement for these critical connections.

Task 1.7 City of Woodland: East Street Corridor Complete Streets

Extent: East Street: Kentucky Ave to south of Gibson Road (County Fair Mall)

The City of Woodland has joined the regional partnership with the East Street Corridor Complete Streets project, a scope to study the East Street corridor, a historically underserved community

(78 percent community of color) with fewer opportunities to access jobs, education, and amenities, to determine the feasibility of a road diet and conversion to a complete street. This evaluation will include a full traffic study of current and future roadway needs, public outreach within the community, project scoping, and preliminary design to allow the City to adopt a plan line for use with future redevelopment and reinvestment in the corridor. Currently, this vehicle-centric corridor does not provide bicycle facilities and inadequately provides for pedestrians and other non-motorized users. Even without these facilities, the corridor is a necessary travel area for many school-aged children who live in the areas east of East Street who must travel to schools located west of the corridor. The City's General Plan identifies the corridor as an economic focus area and a corridor to consider for a road diet to catalyze improved land values and encourage new development and reinvestment in this corridor.

Task 1.8 City of Yuba City: Central City Green Zone Redevelopment Plan

Extent: Yuba City downtown Green Zones (SR20 from Sutter St to Harter Parkway)

As part of the Regional Partnerships Challenge, the City of Yuba City's NAE funded Central City Green Zone Revitalization Plan has three components: first, to study bicycle and pedestrian crossings across SR20, secondly, to develop Objective Design Standards, and thirdly, to update the Central City Specific Plan. Yuba City is cut in half by Highway 20, stretching east to west, dividing the northern and southern sections of the small city. As with most major corridors across the Sacramento region, there are few pedestrian crossings and very limited multimodal forms of transportation for its residents, 58% of whom are people of color.

Yuba City will develop an Objective Design Standard to barriers to securing approvals for multi-family residential infill development. This effort will focus on developing form-based objective design standards that will streamline review and approval, provide clear design direction, and ensure compatible development in the city's Central City. The city will explore using a combination of increased height limits, increased density, new floor area ratio (FAR) standards, build-to lines, and parking reductions along with the new objective design standards to encourage new infill multi-family and residential mixed-use development. The objective is to allow for the development of quality, attractive affordable and market-rate development in these areas that have been predominantly underutilized, vacant, or outdated commercial. Finally, Yuba City's updated Central City Specific Plan would provide the policies, land use, infrastructure constraints analysis and analysis to accelerate infill multi-family residential in the improved corridor.

Task 1.9 Yuba County: East Linda Gateway. Lindhurst Corridor Revitalization Project

Extent: Lindhurst Avenue from Erle Road to North Beale Road and North Beale Road from Lindhurst Ave to SR70

Yuba County's NAE component of the regional partnership will complete preliminary design and engineering for the "Linda Gateway: Lindhurst Corridor Revitalization," an entryway corridor beautification project that will transform the Avenue into a rural main street through multi-modal physical improvements as detailed below. The unincorporated community of Linda is over 60% people of color and 57% of its households earn less than \$40,000 a year. Much of the community's development occurred over the past century on a piece-meal basis, resulting in a lack of community-serving infrastructure. In particular, Lindhurst Avenue, the community's main throughway, lacks sidewalks, continuous bike lanes, landscaping, seating or shaded areas, lights, trash receptacles, or drainage. Lindhurst Avenue is sandwiched between SR70 and active freight rail, meaning any community member must use the facility (and its inadequate infrastructure) to move north-south through Linda.

With US DOT NAE grant funds, the County will complete project approval and environmental documentation (PA&ED), as well as plans, specification, and estimates (PS&E). Upon implementation, the project will transform Lindhurst Avenue into a rural main street and establish a cultural connection for the entire community. The project will convert what is essentially a trash-ridden, inaccessible throughway into a multi-modal public space by providing several improvements including landscaping, a continuous sidewalk with ADA accessible ramps, lighting, seating areas, shaded areas, local artwork, improved drainage facilities, and trash receptacles. Long-term maintenance will be through a cooperative effort between Yuba County, local community members, and SAYlove -- a grassroots citizen organization that cares for, supports, and cleans up the Yuba-Sutter.

Task 1 Deliverables: nine completed DAC Green Zone plans, facility feasibility, engineering, design, or other project development.

Task 2: Project Management and Grant Administration

SACOG has established a project management team responsible for guiding the regional planning process, managing the Community-Based Organization (CBO) Working Group and Valley Vision workforce mapping, coordinating with participating local agencies (subrecipients), establishing performance metrics, and conducting quality assurance. SACOG's Finance Director, Grants/Budget Analyst, and Accountant will work together on grant administration and reporting. This team will coordinate with US DOT to execute the grant award, conduct procurement and contracting in accordance with federal, state, and local standards; administer the grant funding; and complete all financial reporting.

Task 2.1: SACOG will develop and execute a Memorandum of Understanding (MOU) among the ten participating jurisdictions, outlining the proposed planning process, reporting requirements, and guidelines. SACOG's Senior Planner, Greg Chew, will administer the MOU.

Task 2.3: Each participating local Agency (subrecipient), its staff, and any subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred

project costs by line. The grant manager of the subrecipient town, city, or county, will be the primary point of contact in the project.

Task 2.4: SACOG's administrative team will conduct ongoing monitoring of the DAC Green Zone planning projects to ensure each project is complete before September 30, 2031.

Task 2.5: Each local agency will report to SACOG on a quarterly basis, as detailed in the MOU, providing a written progress report and invoices, as applicable.

Task 2.6: With regular progress updates from subrecipients, SACOG will regularly submit Performance Progress Reports (SF-PPR) and Federal Financial Reports (SF-425) to monitor project programs and will submit annual reports that address project administration and overall benefits delivered.

Task 2 Deliverables: Progress reports from SACOG and partner agencies.

Task 3. Establish Community-Based Organization (CBO) Working Group and Develop Community Engagement Strategies

Task 3.1: Building upon SACOG's extensive work partnering with CBOs to work in systemically oppressed and marginalized communities that have largely been left out of traditional planning processes, SACOG will establish a CBO Working Group for this project that will enable each participating jurisdiction to tap into CBO's local expertise to foster inclusive outreach and engagement to inform its planning effort. SACOG will align the CBO Working Group with the work of its Race, Equity, and Inclusion (REI) Working Group and the Engage, Empower, Implement (EEI) program. The REI Working Group is made up of local elected officials from the SACOG Board and external members from public agencies, CBOs, and other organizations invested in improving equity outcomes in the Sacramento region. The EEI initiative will guide participating jurisdictions in deploying equitable and justice-based planning practices that can transform community-identified issues and ideas into implementable projects.

Task 3.2: The CBO Working Group will create and disseminate a toolkit for the participating jurisdictions to help incorporate community-led planning and design principles into each project.

Task 3.3: The CBO Working Group will develop a community engagement strategy and schedule of meetings and events tailored to its local DAC Green Zone area. Community engagement strategies will build upon the EEI initiative to address barriers to participation for historically disadvantaged, vulnerable, and marginalized community members who are often left out of local decision-making.

Task 3 Deliverables: CBO Working Group established; Community Engagement Plan & Outreach toolkit developed/disseminated.

Task 4: Workforce Development

SACOG's partner [Valley Vision](#) (VV), the region's workforce intermediary and lead entity for developing the region's federal Comprehensive Economic Development Strategy (CEDS), will conduct outreach to and stakeholder engagement with local workforce boards, organized labor, and training agencies to assess potential workforce needs associated with implementation of the DAC Green Means Go planning projects and will develop local workforce for the implementation phase of the DAC Green Means Go project. VV will collaborate with educators, employers, labor and a diverse array of workforce development partners, coordinating and aligning regional goals based on data and feedback from CBO groups.

Task 4.1: VV to coordinate with CBO Working Group and each DAC Green Zone project to assess potential job creation and hiring needs for implementation of the proposed plans.

Task 4.2: VV to engage with job training and workforce partners to establish clear pathways for local jobseekers to obtain high-quality jobs in design and engineering, construction, trades, and other positions that will grow significantly throughout the region as DAC Green Zone projects advance to the implementation phase.

Task 4.3: VV to initiate stakeholder engagement to identify local disadvantaged, women-owned, and minority businesses operating in relevant fields, as well as companies/contractors with strong labor standards, pro-active anti-discrimination and anti-harassment plans, workplace rights notice.

Task 4 Deliverables: Green Zone workforce ecosystem mapping, labor force pipeline analysis and partnership convenings.

Task 5: Technical Assistance

Task 5.1: SACOG will provide technical assistance to disadvantaged Green Zone communities to coordinate between the local jurisdiction planning scopes, community-based working groups, workforce development mapping and other activities to ready the underserved Green Zone for implementation and redevelopment. At least 50 percent of this technical assistance will go to rural communities within disadvantaged Green Zones.

Task 5 Deliverables: Green Zone technical assistance to federally-designated disadvantaged communities.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**1. Award Dates.**

Budget Period End Date: September 30, 2031

Period of Performance End Date: September 30, 2031

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Completion Date:	March 31, 2031

3. Special Milestone Deadlines.

None.

4. Mandatory Prerequisite Dates.

Milestone	Date
Added to Unified Planning Work Program (UPWP)	06/2024

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

NAE Grant Amount: \$22,500,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs	
Total	
NAE Funds:	[\$22,500,000]
Other	[\$XXX]
Federal	
Funds:	
Non-Federal	[\$0]
Funds:	
Total:	[\$22,500,000]

4. Cost Classification Table

Reserved.

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any costs incurred under an advanced construction authorization (23 U.S.C. 115), any costs incurred prior to authorization (23 C.F.R. 1.9(b)), or any pre-award costs under 2 C.F.R. 200.458.

SCHEDULE E CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in schedules B–D. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.*, recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope: there are three scope differences between the application and grant agreement, each described below:

1. **Same scope elements, longer extent for City of Rancho Cordova scope.** The grant agreement includes a slightly longer extent for the City of Rancho Cordova’s Folsom Blvd scope (updated to Folsom Blvd from Bradshaw to Hazel. Grant application was a shorter extent: Folsom Blvd to Mercantile). SACOG and Rancho Cordova reviewed the corridor and found the project could cover the longer extent while keeping all scope elements contained in the grant application. The longer extent leads to a more logical endpoint (the major arterial Hazel Avenue) that better aligns with Rancho Cordova’s Green Zone.
2. **Same scope elements, longer extent for Yuba County scope.** The grant agreement includes a slightly longer extent for Yuba County’s Lindhurst Avenue scope, extending from Lindhurst Avenue along North Beale Road. SACOG and Yuba County reviewed the corridor and found the project could cover the longer extent while keeping all scope elements contained in the grant application. The longer extent allows the project to better address State Route 70 as a major barrier facility.
3. **Rescope and recipient change of \$500,000 City of Isleton SR 160 Bike/Ped Bridge Design project to Green Zone Technical Assistance task.** In the application phase SACOG coordinated with local leadership in each of the federally designated disadvantaged Green Zone communities to identify ten local jurisdiction scopes, including a \$500,000 scope for the City of Isleton to begin design on a pedestrian bridge across SR160. The City of Isleton has requested to withdraw from the regional partnership, citing staff changes and fiscal challenges. Notably, the long-tenured City Engineer/City Manager (same person) recently left Isleton. Given the city’s size (about 800 people, the smallest in the SACOG region), the City feels it no longer has the technical ability to conduct this work. Further, the City has faced some unexpected fiscal challenges and feels it would be unable now to cover costs while waiting for reimbursement. SACOG reviewed both aspects of this request and agrees that the proposed Isleton scope is no longer tenable.

The updated grant agreement shifts the \$500,000 originally planned for the Isleton scope to a technical assistance task led by SACOG that would serve federally-designated

disadvantaged communities that have a locally-adopted Green Zone. Green Zone communities felt this technical assistance would be especially valuable given the interconnected aspect of the regional planning partnership, desire for holistic outcomes, and the varying states of each corridor. The requested scope change represents less than 2.5% of the total grant budget.

Scope Change Summary

Component	Application Extent	Grant Agreement Extent	Notes
City of Rancho Cordova: Transforming Old Lincoln Highway	Folsom Blvd from Bradshaw to Mercantile	Folsom Blvd from Bradshaw to Hazel	Longer extent with same scope elements.
Yuba County: East Linda Gateway	Lindhurst Ave from Erle Road to North Beale Rd	Lindhurst Avenue from Erle Road to North Beale Road and North Beale Road from Lindhurst to SR70	Longer extent with same scope elements.
City of Isleton: SR160 Bike/Ped Bridge Design	SR 160 from A St to H St	Rescoped to Technical Assistance program	At least 50% of technical activity to serve rural DAC green zones

Schedule: No changes

Budget: No changes to overall budget. Grant agreement shifts \$500,000 (less than 2.5% of total budget) from the City of Isleton SR160 task to technical assistance task.

**SCHEDULE F
NAE PROGRAM DESIGNATIONS**

1. Capital Construction or Planning Designation.

Capital-Planning- Designation: Planning

2. Regional Partnership Challenge Grant

Regional Partnership Designation: Yes

3. Economically Disadvantaged Community Designation.

Economically Disadvantaged Community Designation: Yes

4. Funding Source.

Funding Source: General Fund

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
NAE PERFORMANCE MEASUREMENT INFORMATION

Reserved.

SCHEDULE H

CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate.

x	The Project is a planning project and incorporates consideration of climate change and environmental justice impacts. <i>(Identify how the planning project incorporates consideration of climate change and environmental justice impacts in the narrative below.)</i>
	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
x	The Recipient or a project partner used environmental justice tools, such as the Climate & Economic Justice Screening Tool (CEJST), USDOT’s Equitable Transportation Community (ETC) Explorer, or the EPA’s EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>

	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The project used the Climate and Environmental Justice Screening Tool to identify federally-designated environmental justice communities and only includes scopes within these communities. When built, scopes within these environmental justice communities will lead to mode shifts to reduce vehicle emissions. The project has a community-based working group to provide context on environmental justice impacts and ensure historically marginalized environmental justice communities have a pathway for input.

SCHEDULE I
EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project is a planning project and incorporates consideration of racial equity and barriers to opportunity. <i>(Identify how the planning project incorporates consideration of racial equity and barriers to opportunity in the narrative below.)</i>
	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan, or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The project aligns with and incorporates the work of its Race, Equity, and Inclusion (REI) Working Group and the Engage, Empower, Implement (EEL) program. The REI Working Group is made up of local elected officials from the SACOG Board and external members from public agencies, CBOs, and other organizations invested in improving equity outcomes in the Sacramento region to guide participating jurisdictions in deploying equitable and justice-based planning practices that can transform community-identified issues and ideas into implementable projects.

3. Community Engagement Activities.

The project will establish a CBO Working Group that will enable each participating jurisdiction to tap into CBO's local expertise to foster inclusive outreach and engagement to inform its planning effort.

4. Activities to Safeguard Affordability.

The Community Based Organization Working Group will provide community revitalization and other place-based strategies that enhance community vitality for existing residents. The work also ensures representation from underserved groups has shaped the vision for the area.

**SCHEDULE J
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project is a planning project. <i>(Identify in the narrative below the extent to which, if any, the planning project incorporates consideration of good-paying jobs and strong labor standards.)</i>
	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: - affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; - proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; - no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; - efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; - training on anti-harassment and third-party reporting procedures covering employees and contractors; and - maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The project includes a workforce development task that will collaborate with educators, employers, labor and a diverse array of workforce development partners to establish clear pathways for local jobseekers to obtain high quality jobs in design, engineering, construction and the trades.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

California Department of Transportation]

11/21/2024

Date

By:



Signature of Recipient's Authorized Representative

Dee Lam

Name

Chief, Division of Local Assistance

Title

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Sacramento Area Council of Governments

11/21/2024

Date

By:



Signature of Designated Subrecipient's Authorized
Representative

James Corless

Executive Director, Sacramento Area Council of
Governments

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

United States Department of Transportation

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	Elissa Konove

	Name
	FHWA California Division Administrator

	Title

ITEM 9.5.

ATTACHMENT 2
Contract No. 2025-47

Contract #: C1250026
Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
Account Set: SAC239-PASS THROUGH-DOT-G100

EXHIBIT D
QUARTERLY PROGRESS REPORT

District/Quarter:	District 3 / Quarter: _____
District Grant Manager:	_____
Project Title:	_____
Grant Applicant:	_____
Grant Program & FY:	_____
Date funds were encumbered:	_____
Project End Date:	_____

	Grant Funds	Local Match	Estimated % of Project Completed to Date	% of Total Amount Expended to Date
Total Authorized	\$	\$	_____ %	_____ %
Funds Expended to Date:	\$	\$		
Balance Available:	\$	\$		

1. Project status/general comments this quarter (progress, problems encountered, etc.)
2. Identify Community-Based Organizations involved in the project this quarter.
3. Discussion/evaluation of public participation efforts this quarter.
4. List of documents/materials forwarded to HQ this quarter (contacts, agreements, final reports, etc.)

Prepared by:

Signature	_____	Date: _____
Printed Name	_____	
Job Title	_____	
Subrecipient	_____	
Email/Phone	_____	

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
Account Set: SAC239-PASS THROUGH-DOT-G100

EXHIBIT E

County of Sacramento
PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

PAYEE DATA RECORD	INSTRUCTIONS: Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.		
TYPE	Check the boxes that apply to Sacramento County's payments to you ☐ Goods ☐ Services ☐ Medical Services ☐ Legal Services ☐ Rents/Lease ☐ Other _____		
PAYEE INFORMATION	NAME (as shown on your income tax return) TRADE NAME OR DBA (if different from line 1) MAILING ADDRESS (Number and Street or P.O. Box Number) (City, State and Zip Code) PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number, City, State and Zip Code) ePAYABLE CONTACT INFORMATION (Name, Phone Number and Email Address)		
FEDERAL TAX CLASSIFICATIONS & EXEMPTIONS	Check appropriate federal tax classification ☐ INDIVIDUAL OR SOLE PROPRIETOR (SSN) ☐ PARTNERSHIP (FEIN) ☐ ESTATE OR TRUST (FEIN) SSN is mandatory of all individuals/Sole Proprietors by authority of CA Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1088.8 CORPORATION (FEIN): (MARK ONLY ONE TYPE): ☐ C CORPORATION (FEIN) ☐ S CORPORATION (FEIN) LIMITED LIABILITY COMPANIES (LLC): ☐ LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C=Corporation S=S Corporation P=Partnership) _____ ☐ GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts) ☐ EXEMPT (nonprofit) payee code if any _____ Exemption from FATCA reporting (see Instructions on next page)		
TAX ID NUMBER	Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN. Single member LLCs (disregarded entities must enter the TIN of the owner identified on the Name line). SOCIAL SECURITY NUMBER: _____ EMPLOYER IDENTIFICATION NUMBER: _____		
RESIDENCY STATUS	☐ California Resident - Qualified with Secretary of State to do business in California or maintains a permanent place of business in California. (See Nonresident Withholding on next page) ☐ California Nonresident - Subject to State income tax withholding. (see Nonresident Withholding on next page) ☐ California Nonresident Exemption - To qualify for exemption, check one of the following: ☐ No services provided in California. ☐ A completed Franchise Tax Board Form 590. - (must be attached) ☐ A waiver of State withholding from Franchise Tax Board. - (must be attached) CALIFORNIA SALES TAX PERMIT NUMBER (required only for California nonresident vendors that charge California sales tax) _____		
CERTIFYING SIGNATURE	Under penalty of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a United States person (including a United States resident alien), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 5. If facts change upon which this form are based, I will promptly notify the County of Sacramento. AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE (Type or Print) _____ E-MAIL ADDRESS _____ SIGNATURE OF U.S. PERSON _____ DATE _____ TELEPHONE NUMBER _____		

(REV Apr 2017)

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@sacounty.net

EXHIBIT F
FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care, pregnancy leave, or disability leave. ADMINISTRATION AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.
2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY's contractors and all subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.
4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for purposes of investigation to ascertain compliance with the Fair Employment section of this AGREEMENT.
5. Remedies for Willful Violation:
 - (a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment provision, STATE shall have the right to terminate this AGREEMENT either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any monies due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT G
NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, a condition to receiving any Federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42, U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federally-aid Highway Act of 1973, and other pertinent directives, to and that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation, ADMINISTERING AGENCY HEREBY GIVES ASSURANCES THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this AGREEMENT. This Assurance is required by subsection 21.7(a)(1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to the Federal-Assisted Program:

1. That ADMINISTERING AGENCY agrees that each 'program' and each "facility" as defined in subsection 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the Federal-Assisted Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this Assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where ADMINISTERING AGENCY receives federal finance assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

ITEM 9.5.

ATTACHMENT 2 Contract No. 2025-47

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
Account Set: SAC239-PASS THROUGH-DOT-G100

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of the Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C:

- (a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D:

- (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this Assurance obligates ADMINISTERING AGENCY for the period during which federal financing assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of personal property or real property or interest therein, or structures, or improvements thereon, in which case the Assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

- (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. The ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the AGREEMENT.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE-assisted contract or in the administration on its DBE Program or the requirement of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE-assisted contracts. ADMINISTERING AGENCY's DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 U.S.C 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 U.S.C. 3801 et seq.).

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX 1 TO EXHIBIT G

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in

interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agree as follows:

1. Compliance with Regulations: ADMINISTERING AGENCY shall comply with the REGULATIONS relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), which are incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. Solicitations for Sub-agreements, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements or materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this AGREEMENT and the REGULATION relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY as in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.
5. Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this AGREEMENT, STATE shall impose such AGREEMENT sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to ADMINISTERING AGENCY under the AGREEMENT within a reasonable period of time, not to exceed ninety (90) days; and/or
 - (b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provision: ADMINISTERING AGENCY shall include the provisions of paragraphs 1 through 6 in every sub-agreement, including procurements of materials and leases of equipment unless exempt by the REGULATIONS or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided; however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of the STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX 2 TO EXHIBIT G

The following clauses shall be included in any and all deeds affecting or recording the transfer of PROJECT real property; structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOT, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with, and in compliance with, Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remiss, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said and described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject; however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land to itself, its successors and assigns.

1. That no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereto conveyed(:) (and)¹
2. That ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and
3. That in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed².

APPENDIX 3 TO EXHIBIT G

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add “as covenant running with the land) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49,

ITEM 9.5.

ATTACHMENT 2 Contract No. 2025-47

Funding Source: Reconnecting Communities & Neighborhoods Program (RCN)
Account Set: SAC239-PASS THROUGH-DOT-G100

Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

APPENDIX 4 TO EXHIBIT G

The following shall be included in all deeds, licenses, leases, permits, or similar agreements extended into by the ADMINISTERING AGENCY.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that:

1. No person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
2. That in construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and
3. That the (grantee, licensee, permittee, etc.), shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.), and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.), had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

EXHIBIT H
REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

Type of Expense	Required Documentation for Invoices
Labor Costs Approved timesheets and/or itemized financial/payroll system report providing:	a. Names b. Dates c. Hours worked toward specific tasks/deliverables d. Hourly rate e. Benefits f. Overhead
Indirect/Overhead Charge	a. Approval of indirect rate from cognizant agency (Exhibit 10-K or Approval Letter from cognizant agency)
Proof of Payment	a. Copy of cancelled check showing proof of cleared payment
Meeting Related Expenses Typically not eligible for grant reimbursement unless obtained prior approval and included in budget/SOW.	a. Purpose of meeting b. Agenda c. List of attendees
Other Expenses	a. Detailed receipts
Disadvantage Business Enterprises (DBE)	a. DBE Report forms ADM 0227F b. ADM 3069 if Agreement includes a DBE Participation Goal.
In-Kind/Match	a. If staff time is used for match, follow "Labor Costs" documentation requirements. b. If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. To be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to, based on type of grant funding. c. If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency).

Travel Costs

Mileage	a. Date b. Miles driven c. Addresses traveled from and to d. Purpose of travel e. Map preferred
Meals, Incidentals, Transportation & Lodging	a. Itemized receipts for all meals/incidentals. Will only be reimbursed up to <u>state per diem rates or GSA rates</u> . b. If any charges are for more than one person, names of all parties and purpose of charge must be provided.

EXHIBIT I
DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM**Background**

"Disadvantaged Business Enterprise" or "DBE" means a for-profit small business as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of SACOG, Caltrans, and the US DOT that DBEs have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE's. The CUCP database may be accessed on-line at <http://www.californiaucp.com>. If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

DBE/UDBE Participation Information☒ **Option #1**

No Certified DBE participation proposed.

☐ **Option #2**

The following DBE(s) will be used:

***Attach additional pages if necessary*

Name of Certified DBE:	<i>Not Applicable</i>		DBE #:	
DBE Address:			Phone:	
			Email:	
Capacity:	☐ Contractor ☐ Subcontractor	\$ Amount:		
Annual Gross Receipts:	☐ Less than \$500,000		☐ \$2 million-\$5 million	
	☐ \$500,000-\$1 million		☐ Over \$5 million	
	☐ \$1 million-\$2 million			
Race/Ethnicity/Gender:	☐ Asian Pacific		☐ Asian Subcontinent	
	☐ Black		☐ Caucasian	
	☐ Native American		☐ Woman	
Description of Services				

Submitted by:

Signature _____ Date: _____
 Printed Name _____
 Job Title _____
 Subrecipient _____
 Email/Phone _____

MEMORANDUM



ITEM 9.6.

DATE: March 17, 2025
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Dalia Fadl, Principal Engineer
SUBJECT: **A RESOLUTION TO APPROVE THE APPOINTMENT OF THE CITY OF RANCHO CORDOVA AND GOLDEN STATE WATER COMPANY REPRESENTATIVES TO THE GOVERNING BOARD OF THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would appoint City and Golden State Water Company representatives to the Sacramento Central Groundwater Authority (SCGA) Board of Directors.

BACKGROUND

On August 7, 2006, the City Council authorized the creation of the Sacramento Central Groundwater Authority (SCGA) through execution of a Joint Powers Agreement (JPA) with the Cities of Elk Grove, Folsom, Sacramento, and the County of Sacramento. The purpose of the SCGA is to:

- Maintain the long-term sustainable yield of the Central Groundwater Basin
- Manage the use of groundwater in the Central Groundwater Basin
- Coordinate efforts among those entities represented on the governing board of the SCGA to devise and implement strategies to safeguard groundwater quality
- Work collaboratively with other entities to promote coordination of water policies and activities throughout the region

The JPA was first amended in 2017 to allow the Florin Resources Conservation District/Elk Grove Water Service, the Omochochumne-Hartnell Water District, and the Rancho Murieta Community Services District to appoint a designated employee to the SCGA Governing Board. The JPA was amended for the second time in 2021 to incorporate the adjustment of SCGA's boundaries, change in governing board membership based on the boundary adjustments, modify its governing board membership eligibility criteria, and update technical definitions.

As outlined in the JPA, City of Rancho Cordova staff and Golden State Water representatives

are appointed by the Rancho Cordova City Council to the SCGA Board. Staff recommends that Council appoint the following members and alternates to the SCGA Board:

Organization	Nominees and Alternates
City of Rancho Cordova	Albert Stricker, Public Works Director Dalia Fadl, Principal Engineer (alt)
Golden State Water Company (alt)	Sean Twilla, General Manager, Northern District Paul Schubert, General Manager, Utility Solutions Team

FISCAL IMPACT AND FUNDING SOURCE

The appointment of representatives to the Governing Board of the SCGA will have no fiscal impacts to the City's General Fund.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE APPOINTMENTS OF THE CITY OF RANCHO CORDOVA AND GOLDEN STATE WATER COMPANY REPRESENTATIVES TO THE GOVERNING BOARD OF THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

WHEREAS, on August 7, 2006, City Council authorized the creation of the Sacramento Central Groundwater Authority (SCGA) through execution of a Joint Powers Agreement (JPA) with the Cities of Elk Grove, Folsom, Rancho Cordova, Sacramento and the County of Sacramento; and

WHEREAS, one of the primary purposes of the JPA is to maintain the sustainable yield of the Central Groundwater Basin; and

WHEREAS, the Cities and County will make appointments to the Governing Board of the SCGA as set forth in the JPA; and

WHEREAS, the members of the governing board serve four-year terms and are subject to reappointment; and

WHEREAS, the Golden State Water Company representative shall be appointed by the Rancho Cordova City Council as set forth in the JPA.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does appoint the following individuals to serve on the Sacramento Central Groundwater Authority Governing Board.

Organization	Nominees and Alternates
City of Rancho Cordova	Albert Stricker, Public Works Director Dalia Fadl, Senior Civil Engineer (alt)
Golden State Water Company	Sean Twilla, General Manager, Northern District Paul Schubert, General Manager, Utility Solutions Team (alt)

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

AYES:

NOES:

ABSENT:

ITEM 9.6.

ATTACHMENT 1

ABSTAIN:
ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

MEMORANDUM



ITEM 9.7.

DATE: March 17, 2025
TO: Honorable Mayor and Council Members
FROM: Rob Nunley, Information Technology Manager
Rita Gass, Chief Technology & Innovation Officer
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-34 WITH KONICA MINOLTA BUSINESS SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$381,012 FOR ONBASE DOCUMENT MANAGEMENT SUBSCRIPTION SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to renew the contract with Konica Minolta.

BACKGROUND

The City of Rancho Cordova has been utilizing Hyland Software's OnBase document management system for six years. This system is essential for the storage and retrieval of official City records, including current and historical scanned and electronically produced documents from various departments. The OnBase system has proven to be a reliable and efficient solution for managing documents and ensuring compliance with record-keeping requirements. Renewing the maintenance and support contract will ensure that we continue to benefit from these capabilities without interruption.

The City will continue its relationship with the Value-Added Reseller (VAR) Konica Minolta Business Solutions to support the OnBase system. Konica Minolta has been a trusted partner in providing additional support and services, ensuring the smooth operation of our document management system.

FISCAL IMPACT AND FUNDING SOURCE

The agreement is established in an amount not to exceed \$381,012 over the course of the next three years and will be funded by the City's General Fund. The annual amount of this renewal is included in the Information Technology budget.

ATTACHMENT(S)

1. Resolution
2. Konica Minolta Master Agreement

3. OnBase Software as a Services Subscription Quote

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-34 WITH KONICA MINOLTA BUSINESS SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$381,012 FOR ONBASE DOCUMENT MANAGEMENT SERVICES

WHEREAS, the City has been utilizing Hyland Software's OnBase document management system for the past six years; and

WHEREAS, the system is essential for the storage and retrieval of official City records; and

WHEREAS, the system has proven to be a reliable and efficient solution for managing documents and ensuring compliance with record-keeping requirements; and

WHEREAS, the City will continue its relationship with Konica Minolta to support the OnBase software.

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. 2025-34 with Konica Minolta Business Solutions in an amount not to exceed \$381,012 renewing support for the OnBase document management system, in a form approved by the City Attorney.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor



KONICA MINOLTA

North America Master Agreement

between

CITY OF RANCHO CORDOVA

2729 Prospect Park Drive, Rancho Cordova, California 95670

("Client")

and

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive, Ramsey, New Jersey 07446

("Konica Minolta")

This North America Master Agreement ("Agreement") is made and entered as of March 6, 2025 ("Effective Date") by and between Client and Konica Minolta. Each is a "Party" and together are the "Parties" to this Agreement.

WHEREAS, Konica Minolta is a North American technology company that offers a comprehensive portfolio of Products, Services and solutions to clients; and

WHEREAS, Client has chosen Konica Minolta to be its supplier for the Products and Services offered under this Agreement; and

WHEREAS, the Parties now set forth the terms and conditions that will govern the acquisition and use of the Products and Services.

NOW THEREFORE, in consideration of the promises and undertakings hereinafter set forth, the Parties hereby agree as follows:

1. SCOPE

1.1 This Agreement sets forth the terms and conditions pursuant to which the Parties agree to engage one another in the United States only. This Agreement establishes the sale of Products and the provision of Services by Konica Minolta or one of its Affiliates. Konica Minolta may extend the terms of this Agreement to any or all of Client's Affiliates outside of the United States. Should Client wish to purchase Products and related Services outside of the United States, the respective Konica Minolta entity or Affiliate in that respective country may offer Supplements for the acquisition of such Products and related Services. Client and the Konica Minolta entity or Affiliate in the respective country agree to honor the terms of this Agreement and the Supplements as may be agreed to from time to time as if they were named herein as a party hereto.

1.2 The following Exhibits are incorporated herein and form a part of this Agreement:

- Exhibit 1 Intelligent Information Management Supplement

2. DEFINITIONS

"Affiliate": any legal entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control by a Party.

"Device": multifunctional devices, printers and other information technology hardware, peripherals, accessories and options supplied or serviced by Konica Minolta.

"Order", "Statement of Work" or "SOW": a transactional document entered into by and between Client and Konica Minolta by which the Client procures Products and Services from Konica Minolta pursuant to the terms of this Agreement and the applicable Supplement.

"Product(s)": Device and Software.

"Service(s)": professional and maintenance services provided by Konica Minolta as further described in the Exhibits attached hereto or subsequently agreed to in a Supplement or Statement of Work.

"Software": programs, procedures and related documentation associated with a computer system as further defined in Section 9 of this Agreement.

"Supplement": (i) an Exhibit attached hereto and incorporated herein that adds to or modifies the terms of this Agreement to allow for operational and legal differences for the provision of certain Products and Services under this Agreement, (ii) an Exhibit attached hereto and incorporated herein that adds to or modifies the terms of this Agreement to allow for operational and legal differences for Client and the Konica Minolta entity or Affiliate in a country outside of the United States to engage with one another under this Agreement, or (iii) a contract between Client and the Konica Minolta entity or Affiliate in a country outside of the United States that extends the terms of this Agreement to their country and adds to or modifies the terms of this Agreement to allow for operational and legal differences in their country. The terms of a Supplement control over the terms of this Agreement. A Supplement only applies to Client and the Konica Minolta entity or Affiliate operating in the country listed therein.

3. TERM

This Agreement comes into effect on the Effective Date and continues for three (3) years. Thereafter, this Agreement will automatically renew for the shorter of (i) successive twelve (12) months periods or (ii) the longest period permitted by applicable law, unless and until either Party gives the other Party sixty (60) days' written notice of its intent to terminate this Agreement (unless sooner terminated pursuant to Section 6). The termination or expiration of this Agreement will have no impact on any then executed Orders or Statements of Work, which shall endure and be governed by this Agreement for their stated terms.

4. PRICING

The pricing for certain Products and Services offered hereunder is set forth in the attached Exhibits or in an Amendment to this Agreement. Konica Minolta may offer new Products under this Agreement at prices agreed to with Client. Additional Products and Services shall be priced as agreed to in a revised Price Catalog or Statement(s) of Work. Products will be new unless otherwise agreed to. Konica Minolta may notify Client of any modification or addition to the Price Catalog by email. Client's affirmative response by email or subsequent purchase shall constitute acceptance of the modification, addition or changes and shall bind both Parties.

5. INVOICING & PAYMENT

5.1 Konica Minolta offers a variety of invoicing options including country level fleet invoicing and invoicing through electronic invoice management services. Invoicing parameters may be established by Client and the Konica Minolta entity or Affiliate and may be a part of a Supplement or Statement of Work.

5.2 Payment is due within thirty (30) days from the date of the invoice. If Client fails to make any payment when due, Konica Minolta may: (i) refuse to continue to provide Services or additional Products and may enter Client's premises to recover any property or Products owned by Konica Minolta; (ii) convert the payment terms of this Agreement and/or any Statement of Work into a time, travel and material basis, with or without notice to Client, and proceed to furnish Service on a time, travel and material basis; and/or (iii) offset the amounts Client owes Konica Minolta against any amounts Konica Minolta may owe Client under any other agreement. If Client fails to make any payment when due pursuant to this Agreement, a Statement of Work, a Supplement and/or an Order, Client will be liable for any collection costs incurred by Konica Minolta along with a service charge of one and one-half percent (1.5%) per month of the total amount due or the maximum interest rate permitted by law, whichever is less. The use of an eProcurement solution, credit card, procurement card or similar payment device may incur additional fees. Title to Products shall remain in the name of Konica Minolta until full payment has been received.

5.3 Taxes: Prices are exclusive of all taxes. Client is liable for, and shall pay to Konica Minolta, all taxes imposed on any transaction under this Agreement and respective Statement of Work, Supplement or Order. Taxes include, but are not limited to, sales, use, transactional, personal property and value added taxes. By signing this Agreement, Client acknowledges its liability to Konica Minolta for such taxes unless a properly completed exemption certificate is received by Konica Minolta prior to invoicing. If an exemption certification is not received and Client disputes the tax charge, the Parties shall work together to resolve any issues. All tax disputes must be raised within ninety (90) days from the date of the invoice. After the ninety (90) day period, the tax charge is considered final. If Client receives a withholding tax order from any taxing authority, it shall immediately contact the Tax Director at Konica Minolta and provide a copy of such order. If Client fails to notify the Tax Director at Konica Minolta and provide the tax order, the withholding amount shall be considered invalid and Client shall be liable to immediately reimburse Konica Minolta the amount withheld. If Client notifies the Tax Director at Konica Minolta, Client is obligated to supply the dollar amount of the amount withheld along with a copy of the check. If the dollar amount and check are not provided, the deduction for withholding tax is considered invalid. CLIENT HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS NOT RECEIVED ANY TAX, FINANCIAL, ACCOUNTING OR LEGAL ADVICE FROM KONICA MINOLTA.

6. DEFAULT

6.1 Any of the following shall constitute an event of default under this Agreement:

- a. Any breach or failure of Client to make any payment required hereunder or under any Order when due, or the failure of Client to otherwise observe or perform any of its

obligations, covenants or undertakings under this Agreement, an Order, a Statement of Work and/or a Supplement;

- b. Any misrepresentation or breach of warranty or covenant by Client; and
- c. If Client, or any guarantor of Client's obligations hereunder or under an Order and/or Statement of Work, becomes insolvent or makes an assignment for the benefit of creditors or a receiver, conservator or liquidator of Client, or all or a substantial part of its assets is appointed or a petition is filed by or against Client under the Bankruptcy Codes or under any other insolvency law.

6.2 No express or implied waiver by Konica Minolta of any event of default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent event of default. The failure, delay or waiver of any such right in the future and any single or partial exercise of any particular right by Konica Minolta shall not exhaust such rights or constitute a waiver of any other right provided herein.

6.3 In the event of default by Client, Konica Minolta may, in its sole and absolute discretion:

- a. Charge Client interest on all payments due at a rate of up to eighteen percent (18%) per year from the date of default until paid, but no more than the maximum rate permitted by law; and/or
- b. Refuse to continue to Service Devices under this Agreement or any other agreement between Client and Konica Minolta; and/or
- c. Offset any amounts Client owes Konica Minolta against any amounts Konica Minolta may owe Client under any other agreement.

6.4 The prevailing Party in any action to enforce or defend its rights under this Agreement shall be entitled to reasonable attorneys' fees and costs from the other Party.

6.5 Either Party may terminate this Agreement for convenience with sixty (60) days' prior written notice.

6.6 If either Party breaches any of its obligations under this Agreement, the non-breaching Party must send the breaching Party written notice of the breach and demand that the breach be cured. That notice shall also specify the nature of the breach with reasonable detail so that the breaching Party may cure the breach. Unless the breaching Party cures the breach (i.e., by taking at least those reasonable actions required by the notice) and notifies the non-breaching Party of the cure within thirty (30) business days from receipt of the non-breaching Party's notice, the non-breaching Party shall have the right to terminate the affected Services at any time after the thirty (30) business day period by giving notice of termination to the breaching Party. The termination shall be effective upon receipt of the termination notice by the breaching Party, but the termination shall not operate to extinguish or prejudice the other rights and remedies of the non-breaching Party with respect to the breach. However, if the breaching Party has cured the breach and given notice of the cure to the non-breaching Party before it receives the termination notice, the termination notice shall have no effect, and this Agreement shall remain in effect unless sooner terminated pursuant to this Section.

7. WARRANTY DISCLAIMER

KONICA MINOLTA WARRANTS THAT DEVICES MANUFACTURED BY KONICA MINOLTA, INC. OR ONE OF ITS AFFILIATES SHALL PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS PUBLISHED BY KONICA MINOLTA (AVAILABLE ON KONICA MINOLTA'S WEBSITE AND AVAILABLE UPON REQUEST). KONICA MINOLTA WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY APPLICABLE INDUSTRY STANDARDS. KONICA MINOLTA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT OR THE LIKE. KONICA MINOLTA'S SOLE LIABILITY (AND CLIENT'S EXCLUSIVE REMEDY) FOR ANY WARRANTY CLAIM SHALL BE FOR KONICA MINOLTA TO REPAIR OR REPLACE A DEFECTIVE DEVICE OR RE-PERFORM ANY DEFICIENT SERVICES, OR, IF KONICA MINOLTA IS UNABLE TO REMEDY SUCH DEFECT OR DEFICIENCY WITHIN THIRTY (30) DAYS, TO VOID THE INVOICE FOR THE DEFECTIVE DEVICE OR DEFICIENT SERVICES. KONICA MINOLTA SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (I) IF NOTIFIED OF SUCH CLAIM MORE THAN THIRTY (30) DAYS AFTER DELIVERY OF THE DEFECTIVE DEVICE OR PERFORMANCE OF THE DEFICIENT SERVICES OR (II) IF THE CLAIM IS THE RESULT OF THE USE OF ANY THIRD PARTY DEVICE OR SOFTWARE, OR THE ACTIONS OF CLIENT OR A THIRD PARTY. CLIENT HAS SELECTED ALL DEVICES AND SERVICES BASED ON ITS OWN JUDGMENT AND DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY KONICA MINOLTA. KONICA MINOLTA IS PROVIDING THE DEVICES TO CLIENT "AS-IS".

8. LIMIT OF LIABILITY

THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT OR ANY SUPPLEMENT, STATEMENT OF WORK OR ORDER SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY THE CLIENT (INCLUDING A CLIENT OPERATING IN A COUNTRY OUTSIDE OF THE UNITED STATES) TO THE RESPECTIVE KONICA MINOLTA ENTITY OR AFFILIATE OPERATING IN SUCH COUNTRY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

9. COMPUTER SOFTWARE

9.1 Firmware and operating system software (collectively, "Base Software"), software used to maintain the Device and/or diagnose its failures or substandard performance ("Diagnostic Software"),

and software that allows Client to interact with the Device ("Application Software") are embedded in, reside on, or may be loaded onto the Device.

9.2 Title to the Diagnostic Software shall at all times remain solely with Konica Minolta, and Client agrees that its acquisition of the Device does not grant it a license or right to use the Diagnostic Software in any manner and that unless separately licensed by Konica Minolta to do so, Client will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so).

9.3 Konica Minolta grants Client a non-exclusive, non-sublicensable, and non-transferable limited license to use the Base Software and Application Software within the country where it is sold only on or with the Device with which (or within which) it was delivered. Client has no other rights to the Base Software or Application Software and, in particular, may not: (i) distribute, copy, modify, create derivatives of, decompile or reverse engineer such Software; (ii) activate any Software delivered with or within the Device in an inactivated state; or (iii) allow others to engage in the same or similar conduct. Title to the Base Software and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Konica Minolta. Konica Minolta may terminate Client's license for any Base Software and Application Software (i) immediately if Client no longer uses or possesses the Device or (ii) upon the termination of any lease of the Device.

9.4 An Order, Statement of Work or Supplement may reference third party software, third party software licenses, database subscription rights or associated services (collectively, "Third Party Software") or the Device subject to an Order, Statement of Work or Supplement may include Third Party Software. Konica Minolta has no right, title or interest in the Third Party Software, Konica Minolta is not the purchaser or user of the Third Party Software and Konica Minolta shall not be shown as the owner, purchaser or user thereof for any tax reports, returns or any other reason. Client is responsible for entering into any license and/or other agreement (each, a "Third Party Software License") required by the applicable Third Party Software Supplier or Third Party Software Licensor who may be identified on the applicable Order, Statement of Work or Supplement no later than the commencement date of such Order, Statement of Work or Supplement, and Client will fully comply with such Third Party Software License, if any, throughout the applicable term. Client acknowledges that Konica Minolta is not the owner, developer, designer or licensor of the Third Party Software. The Base Software, Diagnostic Software, Application Software and Third Party Software are collectively referred to in this Agreement as the "Software."

9.5 Notwithstanding any other terms and conditions of this Agreement, Client agrees that as to Software only, Client has selected such Software and, in accordance with Section 7, KONICA MINOLTA MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NOTWITHSTANDING THE FOREGOING AND ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, KONICA MINOLTA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY FAILURE TO FUNCTION OR ANY OTHER FAILURE CAUSED BY CLIENT, NON-KONICA MINOLTA THIRD PARTIES, AND/OR CAUSED BY A FORCE MAJEURE EVENT.

10. DATA PROTECTION

10.1 Both Parties agree to comply with all applicable laws and regulations on data protection and privacy. Client consents to its contact details being shared with Konica Minolta's Affiliates, including Affiliates in other jurisdictions. As used in this Agreement, "contact details" means: the name of the point of contact, position in the company, company address, e-mail address, and telephone number. Client agrees that it is solely responsible for obtaining the express consent of the individuals concerned or otherwise establishing a legal basis to Process (as hereafter defined) any Personal Data.

10.2 Client represents and warrants that it will not send Konica Minolta any Personal Data to Process unless it first sends Konica Minolta written notice of the Personal Data it wants Konica Minolta to Process, detailed instructions on how Konica Minolta is to Process the Personal Data, and executes Konica Minolta's Data Processing Agreement. As used in this Agreement, "Personal Data" and "Process" shall have the meanings given to them by the EU General Data Protection Regulation. Client agrees to indemnify, defend, and hold Konica Minolta harmless from any damages it may incur as a result of Client's breach of this Section.

11. BUSINESS PURPOSE

Client represents and warrants that the Products acquired under this Agreement will be used for business purposes only. Client also represents and warrants that Products will be used directly by Client and will not be made available for resale without the express written consent of Konica Minolta.

12. SELLER'S AGENTS

Client understands that no agent, employee, or representative of Konica Minolta has any authority to bind Konica Minolta to any affirmation, promise, representation, or warranty concerning any of the Products, and Client represents and warrants that it has not relied on any such affirmation, promise, representation, or warranty in entering into this Agreement or selecting any of the Products. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement, it does not form a basis of this bargain and shall not be enforceable against Konica Minolta.

13. NOTICE

All notices required to be given under this Agreement shall be in writing sent by electronic mail or reliable courier to the Parties as follows:

If to Client:

If to Konica Minolta:

City of Rancho Cordova	Konica Minolta Business Solutions U.S.A., Inc.
2729 Prospect Park Drive, Rancho Cordova, CA 95670	101 Williams Drive, Ramsey, NJ 07446
Attn:	Attn: Contract Administration

Email:	Email: MasterAgreements@kmbs.konicaminolta.us
	CC: Legal@kmbs.konicaminolta.us

14. RISK OF LOSS & INSURANCE

14.1 Upon delivery to Client's designated location, Client shall bear all risk of theft, loss or damage not caused by Konica Minolta to all Products. Client agrees to the filing of any liens and/or UCC security agreements (including UCC-1).

14.2 Client shall maintain in full force throughout the term of this Agreement such policies of insurance in order to satisfy Client's obligations hereunder. Such policies shall also include Konica Minolta as an additional insured and have an AM Best rating of at least A- VIII.

15. CONFIDENTIALITY

15.1 "Confidential Information" means any information provided by the disclosing Party (the "Disclosing Party") to the receiving Party ("Receiving Party") in tangible or intangible form; provided, that such information is conspicuously marked "Confidential". The existence of this Agreement and any Statement of Work, the relationship between the Parties, and the Client's selection of Products and their performance shall be "Konica Minolta Confidential Information" regardless of whether they are marked "Confidential."

15.2 Each Party shall protect the Confidential Information of the other Party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own Confidential Information of a similar nature, the same being at least a reasonable degree of care. Konica Minolta and Client shall not at any time, or in any manner, either directly or indirectly, divulge, disclose or communicate the other Party's Confidential Information to any third party.

15.3 Confidential Information may be disclosed by the Receiving Party to its employees, Affiliates and professional advisers where such disclosure is necessary to perform its obligations under this Agreement; provided that the recipient is advised of the Receiving Party's confidentiality obligations and agrees to maintain the confidentiality of the Confidential Information received.

15.4 The obligations set out in this Section shall not apply to Confidential Information which the Receiving Party can demonstrate:

- is or has become publicly known other than through breach of this Section;
- was in possession of the Receiving Party prior to disclosure by the Disclosing Party;
- was received by the Receiving Party from an independent third party who has full right of disclosure;

- was independently developed by the Receiving Party; or
- was required to be disclosed by governmental authority, provided that the Party subject to such requirement to disclose gives the other Party prompt written notice of the requirement, if legally permitted.

15.5 All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving Party of any license or other rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

16. PUBLICITY

Konica Minolta may make press releases or other announcements which may include Client name, trademarks, service marks, logos or quotes ("Marketing Material"). Konica Minolta shall consult with Client before releasing any such Marketing Material. Client shall provide Konica Minolta with written consent, within five (5) business days for the approval of any Marketing Material. If Konica Minolta has not received the written consent within such consent timeframe, the Marketing Material shall be deemed accepted by the Client as submitted.

17. CONSENT TO LAW

This Agreement shall be governed by and construed in accordance with laws of the State of California without regard to choice of law principles. Client hereby waives the right to jury trial.

18. FORCE MAJEURE

Neither Party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such Party was hindered in its performance by any act of God, labor dispute or any other occurrence beyond its reasonable control.

19. WAIVER AND SEVERABILITY

Failure by either Party to enforce any provision of this Agreement or failure to exercise those rights or elections provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way impact that Party's right to later enforce or exercise the same or other provisions, rights or elections, it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not impact the validity and enforceability of the remaining provisions of this Agreement.

20. ORIGINAL DOCUMENT

Facsimile or electronic signatures shall be accepted as original signatures and this Agreement, and any document created pursuant to this Agreement, may be maintained in an electronic document

storage and retrieval system, a copy of which shall be considered an original. Neither Party shall raise any objection to the authenticity of this Agreement nor any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

21. ENTIRE AGREEMENT

21.1 This is the entire Agreement between Client and Konica Minolta. This Agreement supersedes any proposal, oral or written, or any other communications relating to Products purchased or Services rendered under this Agreement. Should it be determined that a pre-existing agreement was entered into between Konica Minolta and Client (including any Client Affiliates or subsidiaries), then the terms of any orders placed under said agreement shall not be affected by this Agreement. Any purchase order or other Client documentation issued to Konica Minolta covering the Products or Services are issued for Client's internal use only. Any terms and conditions contained in any such Client purchase order or other documentation shall not modify or add to the terms and conditions of this Agreement. Client may not assign this Agreement without Konica Minolta's express written consent. Konica Minolta may assign, with notice to Client, any of its rights, but not its obligations, under this Agreement.

21.2 This Agreement does not contemplate leasing. Should Client elect to lease Products and Services, any such lease will be governed by a separate and standalone lease agreement.

21.3 Except for the routine updating of the Price Catalog, this Agreement may not be modified, discharged or released except by an instrument in writing signed by a duly authorized representative of each Party. This Agreement will not be effective until accepted by an authorized representative of Konica Minolta. Notice of acceptance is hereby waived by Client.

21.4 In the event of any conflict between the terms of this Agreement, the attached Exhibits and any mutually agreed to Supplements, the terms of the Exhibits and Supplements shall control. In the event of a conflict between the terms of this Agreement and any End User License Agreement with a party other than Konica Minolta, the terms of that End User License Agreement shall control but only with regard to that third party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates set forth below.

City of Rancho Cordova

Konica Minolta Business Solutions U.S.A., Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Signature: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit 1

Intelligent Information Management Supplement

In addition to the general terms of the Agreement, the following supplemental terms apply for Intelligent Information Management Services that we provide to you. In this Supplement, "Software" means third party Software. "Service(s)" means Software Maintenance, Software Support Services and Professional Services. "Deliverable" means Software together with Services. "SDC" means each software development company or other licensor that has granted to you the right to use the Software. Should the terms of this Supplement conflict with those of the general terms of the Agreement, the terms of this Supplement will control.

1. Additional Defined Terms: For purposes of this Supplement, each of the following terms will have the meaning indicated herein:

- a. "Business Hours" means 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, exclusive of Holidays.
- b. "Client Derivative Work" means any work based upon any computer Software or other work of authorship owned by Client, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such Software or other work of authorship may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in the Software or other work of authorship, would constitute a copyright infringement.
- c. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the then current Documentation provided by the SDC.
- d. "EULA" means each Software license agreement under which you have been granted the right by the applicable SDC to use the Software.
- e. "Holidays" means Saturday, Sunday and any holidays observed by Konica Minolta.
- f. "Professional Services" means all services provided by Konica Minolta's IIM division to you under any Statement of Work.
- g. "Software Maintenance" means assistance in the correction of Errors encountered by you related specifically to bugs or enhancements to the Software, and delivery to you (but not installation) of Upgrades and Enhancements.
- h. "Software Support Services" means services (other than Software Maintenance) to assist you in the use of the Software, including assistance in

resolving problems encountered by you in the use of the Software, installation of Upgrades and Enhancements, responding to your questions regarding the use of the Software, and assisting you in augmenting your use of the Software, by, for example, adding new document types, applications, or indexing capabilities. Software Support Services do not include any alteration, modification or reconfiguration of the Software.

- i. "Test Period" has the meaning stated in Section 8 below.
- j. "Upgrades and Enhancements" means all new versions, improvements, modifications, upgrades, updates, and additions to the Software that SDC commercially releases to its end users generally to correct deficiencies or to enhance the capabilities of the Software; provided, however, that the foregoing will not include new, separate product offerings, new modules, re-platformed Software, or new functionality.
- k. "Work Product" has the meaning stated in Section 10.b below.

2. Statement of Work: All Deliverables provided by us under this Agreement will be documented in a SOW signed by authorized representatives of both parties. We will be paid for Deliverables, and reimbursed for expenses related thereto, in accordance with the terms contained in the SOW. Either you or we may request a change to the scope of the Deliverables to be rendered in a SOW. No change will be effective until agreed to in writing by both of us except as may otherwise be provided in any SOW. All agreed upon changes in Deliverables will be set forth in writing.

3. Your obligations: You agree to accurately and in a timely manner (i) deliver any and all necessary information required by us for the performance of the Services and (ii) generally cooperate with us in the

delivery of the Services. You will afford us sufficient time to complete the performance of our obligations which are dependent upon your prior performance of a task or obligation. You shall be responsible for the proper maintenance, use and operation of the Deliverables and for compliance with all applicable laws and regulations in the jurisdiction where the Deliverables are used.

4. Place of Work; Access: We will determine the place at which the Services will be performed. Should we notify you that any of the Services are to be performed at your facility, then you will provide access to our personnel to each such facility and all relevant systems, equipment, data, documentation and your personnel during your normal business hours, as well as suitable working space for us. We will provide collaborative communication tools for remote access to your system. If you prefer to use your own communication tools, you will provide the tool and access to us at your expense. We will comply with any and all commercially reasonable security measures of which you make us aware in advance with respect to such access, which may include restricting access to confidential or proprietary systems or information. We shall comply with all license requirements of the materials and shall install the materials according to such licenses only. Updates, upgrades or other enhancements which are provided by the manufacturer of the materials shall not be our responsibility. Unless specifically agreed to by the Parties, we shall not be responsible for the installation of any network and electrical cabling and connectors required for operation and installation of the hardware and Software. We shall inform you in advance of any special wiring or cabling required.

5. Fees and Costs: You agree to pay the full invoiced amount of Software Maintenance Fees prior to the start of Services. Late payments may require a reinstatement fee up to 20% of the annual amount to re-instate the Service and upgrade assurance. The annual Software Maintenance Fees are subject to increase, upon renewal of the annual Software Maintenance term, at the sole discretion of the Software owner. Additional extended Software Support fees may apply. We will provide notice of any such increase to you as soon as so notified by the Software owner. Your ability to decommission licenses, users, or swap licenses, with a corresponding adjustment of the Software license fee and associated maintenance cost, is subject exclusively to the Software owner's policies and pricing. We will request on your behalf that such changes be made but approval is at the Software owner's sole discretion. In the event the Parties renew the term of a Hosting or Subscription

SOW issued pursuant to this Supplement, we shall provide an estimation of the Fees to be charged during the renewal term. We shall provide notice of any such increase to you promptly.

6. Estimates and Expenses: Estimates of project fees in a SOW are not guaranteed. We will notify you as soon as possible if an estimate is likely to be exceeded, and you may thereupon terminate the SOW, effective forty-eight (48) hours after written notice of such termination is given to us, and pay only for Services rendered and expenses actually incurred up to the date of termination. You agree to reimburse us for all reasonable expenses incurred by us in connection with the performance of Services under this Agreement, including travel expenses such as airfare, car rental, lodging and meals. To the extent we provide on-site Services and you cancel any scheduled appointments or Service delivery date less than five (5) business days prior to the scheduled date, you agree to pay twenty-five percent (25%) of our prevailing per diem labor rate for the affected personnel.

7. Progress Reports and Milestones: We will report to you the progress of the Services, including meeting any milestones, and completing the tasks for the Services. Unless otherwise agreed by the Parties in writing, such progress reports will be prepared at weekly intervals and include a reasonably detailed summary of accomplishments, difficulties, potential or actual slippage in meeting deadlines, completion of budgeted tasks, hours worked by us, tasks in progress and any non-compliance by you or us with the terms of the applicable Statement of Work. Either Party may propose meetings as necessary and at reasonable intervals to discuss progress on completing the professional Services. Each Party will use commercially reasonable efforts to prepare for and attend each meeting at the agreed upon time and location.

8. Acceptance: When we provide you with a Deliverable pursuant to a SOW, you will have thirty (30) days from the date of receipt (or such longer period as may be set forth in the applicable SOW) to evaluate, review and test such Deliverable ("Test Period") in accordance with the specifications and test criteria set forth in the applicable SOW. In the event that you believe that a Deliverable does not conform in any material respect to the specifications or the test criteria set forth in the applicable SOW, then you will notify us in writing within the Test Period, setting forth in reasonable detail the reason why you believe that such Deliverable does not conform. You will identify all non-conformities within a single written notice of rejection, unless non-conformity prevents you from evaluating,

reviewing and testing the Software. You may reject a Deliverable for its material failure to conform to either the specifications or test criteria set forth in the applicable SOW. Further, if we have not received a written notice of rejection of a Deliverable within the Test Period, then such Deliverable will be deemed to be accepted by you. If you send us written notice of rejection of a Deliverable within the Test Period, then we will have thirty (30) days from the date of receipt of a written notice of rejection to either (i) correct the non-conformities that you identify in the written notice, or (ii) develop a mutually agreeable plan to correct the non-conformities within an agreed period of time not less than thirty (30) days. We will use commercially reasonable efforts to correct such non-conformities and, upon correction, we will resubmit the corrected Deliverable to you for evaluation, review, and testing and the procedure set forth above will be repeated. Such procedure will continue until the earlier of (i) the expiration of the Test Period without delivery of a written notice of rejection by you, or (ii) the date written notice of acceptance is delivered to us by you.

9. Obligations upon Termination: Either Party may terminate this Agreement without cause by giving the other Party at least ninety (90) days' notice. Either Party may terminate this Agreement if the other Party fails to cure a breach of any term or condition stated herein within thirty (30) days of written notice of such breach. Upon the expiration or termination of this Agreement for any reason, all amounts not disputed in good faith that you owe to us for work performed prior to the date of such expiration or termination shall be immediately due and payable. Without waiver of our rights under this Agreement we may, in lieu of termination, elect to suspend performance of the Services, in which event the due date of any of our invoices shall be accelerated so that they become due and payable immediately.

10. Intellectual Property:

- a. Except as otherwise set forth in Section 10.b below, each Party shall retain all ownership and intellectual property rights in and to its own tangible and intangible property, whether or not supplied to the other in connection with the Services, and nothing in this Agreement or any SOW shall be construed to give either Party any right to the other Party's property absent an express grant of such right herein. Any of your data that we insert into any Software or custom-developed application for purposes of providing Services under this Agreement shall remain your sole property; provided that such Software or custom-developed application shall remain the property of the Software

maker or the application developer, as the case may be. You may use such Software or application in accordance with the terms of this Agreement and the EULA applicable to the Software or application. We represent and warrant that we have obtained all licenses necessary to use and sub-license third party intellectual property for purposes of this Agreement.

- b. **Ownership of Work Product.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship conceived, developed or created by us or our personnel during the course of performing Services for you and/or embodied in any Software, Documentation or other item delivered by us to you (other than third party Software and/or Documentation that is expressly licensed to you and other than any of your Derivative Work), whether conceived, developed and/or written before or after the date of this Agreement (collectively, the "Work Product"), will belong exclusively to us, and any and all right, title and interest that you may have in any and all Work Product is hereby assigned by you to us. The rights so assigned to us include, but are not limited to (i) all intellectual property rights owned or claimed by you embodied in the Work Product, or any portion of the Work Product; and (ii) all rights held by a copyright holder under applicable law. Upon our request, you will take such further actions, and will cause your personnel to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to further document or effectuate the foregoing. Notwithstanding anything to the contrary in this Section 10.b, you shall own all right, title and interest in and to any custom software code that we develop exclusively for you hereunder.

11. Compensation for Hiring other Party's

Employees: During the term of this Agreement and for twelve (12) months thereafter, if either Party hires (whether as an employee, independent contractor or otherwise) any employee of the other Party (or ex-employee within six (6) months of such employee's termination of employment) who was directly involved in the provision of Services hereunder, the hiring Party shall pay to the other Party as reasonable compensation for the loss of the employee the sum of fifty thousand dollars (\$50,000).

Software Support Addendum

This Software Support Addendum sets forth the terms and conditions under which we will provide professional Services or general support Services (including without limitation consulting Services, installation Services, integration Services, configuration Services, custom development, and/or project management) with respect to your licensed Software.

1. If Software Maintenance is contracted under this Agreement we will provide Software Maintenance for the Software licensed under this Agreement. If you subscribe to Services with respect to a particular licensed Software, and so long as you are not in default under this Agreement, we will provide technical support for Software during Business Hours. As used in this Software Support Addendum, Business Hours shall be from 8:00 a.m. through 8:00 p.m. Pacific Time.

2. The term "Request for Services" means a request for Services, in the form of a written request, via telephone or email, setting forth a detailed description of the Services being requested, including, but not limited to, the scope, goals and objectives of the Services, and a timeline for completion of the Services. Request for Services can be emailed to iim.support@kmbs.konicaminolta.us.

3. Technical support shall consist of telephone or email response to you within four (4) Business Hours of your request. If you require technical support outside of Business Hours, such Services shall be performed at our hourly rates listed in the SOW or as may be agreed to by the Parties. We will first attempt to resolve any problem by telephone. At the time of the call, we will notify you in the case of a billable call, such as after-hours support. We will next attempt to resolve the problem remotely.

4. Upon your purchase of Software Maintenance, and so long as you are not in default under the payment

terms applicable to the Assured Licensed Software, Services can be provided. Services cannot be provided where Software Maintenance is not in good standing with the SDC.

5. WE SHALL HAVE NO LIABILITY FOR LOSS OF CLIENT DATA, IT BEING UNDERSTOOD THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ALL NECESSARY BACKUP AND DATA SECURITY, UNLESS SUCH LOSS IS CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. You acknowledge and agree that you are solely responsible (i) for the day-to-day operation, supervision, management and control of the Software, including, but not limited to, providing training for your personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use; and (ii) for your data, your database, and for maintaining suitable backups of the data and database to prevent data loss if hardware or Software malfunctions. Except to the extent caused by our gross negligence or willful misconduct, we shall have no responsibility or liability for your selection or use of any hardware, systems, the Software or any other third party Software.

6. If remote support is contracted hereunder, such support will be provided via our Help Desk as further described in the Help Desk & Training Addendum.

Help Desk & Training Addendum

1. You agree to maintain at a minimum one certified System Administrator who will be the primary contact for our Help Desk. If at any time the System Administrator is no longer employed by you or their duties no longer include support of the IIM solution, Help Desk support may be billable until the training requirement has been met by the new System Administrator.

2. We may offer system administration Services to you if do not have system administration capabilities. These Services are provided by the Help Desk and can be provided on an ad hoc basis. The Parties will execute a separate agreement detailing the terms. These Services can be provided on the following basis:

- a. Annual System Administration Services Agreement: Normally, X hours per month, paid annually as part of the maintenance renewal; or
- b. Pre-paid block of support hours to be used as needed.

3. **Help Desk Support:** We will provide you with telephone help desk support to those certified by the

SDCs or by us directly. Help Desk support extends to questions relating to features, functionality, troubleshooting, errors, bugs and general subjects and issues that the System Administrator is working with that may be affecting end-users.

4. Upgrades, database related issues, scripting, custom programs, integration to host applications, enhancements, topics related to new projects, consulting, training, reconfigurations, on-site support, end-user calls or calls from non-certified individuals are not included in Help Desk support. We provide an avenue for these items to be funded through (i) pre-paid block of hours, (ii) on a time and materials basis or (iii) staff augmentation. Pre-paid blocks of hours are purchased and used under the terms set forth in the general terms and conditions.

5. If it is determined that the Help Desk privilege is being used excessively, we will meet with you and determine a course of action that may require additional training, on-site Services or termination of the Help Desk Services.

Software Maintenance Addendum

This Software Maintenance Addendum sets forth the terms and conditions under which we will provide maintenance and technical support services for your licensed Software, including the delivery of Upgrades and Enhancements from the Software Development Company.

Software Maintenance.

1. Generally: Upon your purchase of Software Maintenance with respect to a licensed Software (an "Assured Licensed Software"), and so long as you are not in default under the payment terms applicable to the Assured Licensed Software, Services can be provided. Services cannot be provided where Software Maintenance is not in good standing with the SDC. We shall: (i) use commercially reasonable efforts to correct any properly reported Error(s) in the Software reported in accordance with our current policies for the reporting of Errors, and which are confirmed by the SDC, in the exercise of its commercially reasonable judgment; (ii) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by us and you) in any configurations of the modules of the Software that are created by us or any integrations of the Software with other applications, Software or hardware that are configured or created by us, which are confirmed by us, in the exercise of our commercially reasonable judgment; and (iii) upon your request, provide technical support, assistance and advice related to the operation and use of the Software by you, or any problems with any of the foregoing.

2. You will report Errors in the Software as set forth in the support guide attached hereto as Exhibit A.

3. You may also have the option of contacting the Software manufacturer directly in some cases. Additional charges may apply. If you opt to call the manufacturer directly, any and all charges will be billed to you either through the manufacturer at the time of the engagement or through us, subsequent to the engagement.

4. Exclusions: We are not responsible for providing, and are not obligated to provide, Software Maintenance or Upgrades and Enhancements under this Addendum: (i) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including any configuration of modules of the Software that was not undertaken by us or SDC or authorized in writing in advance by SDC; (ii) in connection with any Error if we

(directly or through SDC) have previously provided corrections for such Error, which correction you choose not to implement; (iii) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party Software (other than third party Software bundled with the Software by SDC), hardware or any system or networking utilized by you; (iv) if the Software or related Software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (v) if any party other than us or the SDC has provided any Services in the nature of Software Maintenance to you with respect to the Software.

5. Delivery of Software Updates: Delivery of Software updates, patches and upgrades will be electronic only.

6. Upgrades and Enhancements: We will provide to you, in accordance with the SDC's then current policies, all Upgrades and Enhancements to the Software released by the SDC during the term of this Addendum. You acknowledge and agree that the SDC has the right, at any time, to change the specifications and operating characteristics of the Software and the SDC's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to the SDC and the sole and exclusive property of the SDC, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of the SDC.

7. Improper Software Use: Neither we nor the SDC are responsible for providing, and are not obligated to provide, Support Services or Upgrades and Enhancements under this Addendum if: (i) the Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by the SDC; (ii) the Error is caused by errors, defects, problems,

alterations, revisions, changes, enhancements or modifications in the database, operating system, third party Software (other than third party Software bundled with the Software by the SDC), hardware or any system or networking utilized by you; (iii) the Software has been subjected to abuse, misuse, improper handling, accident or neglect; or (iv) any party other than us or the SDC has provided any Services in the nature of Support Services to you with respect to the Software.

8. Software Maintenance Fees and Payment

Terms: You will pay us annual Software Maintenance fees identified in this Addendum ("Annual Software Maintenance Fees"). We will not have any obligation under this Addendum until receipt of payment has occurred for the designated period. The start date of Service will always be rounded forwards or backwards to the first of a month and hereafter be known as the anniversary date. We will invoice you for subsequent Annual Software Maintenance Fees at least forty-five (45) days prior to the anniversary date. In the event that add-on licenses are purchased for an existing Product group during a covered Software Maintenance period, the Annual Software Maintenance Fees will be amortized to the established anniversary date. If a Product is added for what is considered to be part of a new Product group, the Annual Software Maintenance Fees to be added will be computed by adding the period to the anniversary date plus one year. In no event, will you be invoiced for Software Maintenance on a module or seat more than once per year and we will always work with the multiple SDC's listed in this Addendum to have all Annual Software Maintenance Fees be coterminous.

9. Software Maintenance Start Date: The start date is defined by the SDC. Unless otherwise specifically agreed to, the date the Software was purchased will be used to set the start date. The start date of Service will always be rounded forwards or backwards to the first of a month and hereafter be known as the anniversary date.

10. Annual Increases: The Annual Software Maintenance Fees are subject to increase, upon renewal of the annual Software Maintenance term, at the sole discretion of the SDC. We shall provide notice of any such increase to you as soon as so notified by the SDC.

11. Term, Renewal and Termination: Subject to the early termination provisions of this Section, the initial term of Service under this Supplement commences on the first day of the month closest to the date the Software licenses are installed or delivered and expires on the first anniversary of that date.

Service will automatically renew for additional one (1) year terms unless it is terminated in accordance with this Section, and are non-refundable.

12. For Convenience: Either Party may terminate this Service at any time, for any reason or for no reason, upon not less than ninety (90) days' advance written notice to the other Party.

13. For Cause: Either Party will notify the other Party (as the "Breaching Party") in writing of any breach of this Addendum specifying the nature of the breach. If the Breaching Party has not cured the breach within thirty (30) business days' after receipt of written notice, the other Party will be entitled, in addition to any other rights it may have under this Addendum, or otherwise at law or in equity, to terminate this Addendum.

14. Non-Renewal: You may elect not to renew this Addendum by providing written notice to us no less than sixty (60) days before the end of the then-current term. If notice is not received, then Service under this Addendum will automatically renew on the expiration date.

15. Automatic Termination: Your access to Software terminates automatically, without any other or further action by either Party, immediately upon any termination of the EULA or in the case where the version of the Software that is currently installed by you is no longer a supported version by the SDC. For the avoidance of doubt, termination of your access to one Software covered by this Addendum shall not affect your access to, or license to use, any other Software covered under this Addendum to the extent the EULA for such other Software has not been terminated or such other Software remains at SDC's then-supported version(s).

16. We may give written notice to you of any breach by you or other failure by you to comply with any material term or condition of the EULA or this Addendum, specifying the nature of the breach or non-compliance and requiring you to cure the breach or non-compliance. In addition to any other rights we may have under this Addendum, we may terminate this Addendum if, in the case of non-payment, any breach of the EULA or any breach of this Addendum, you have not cured the breach or non-compliance within thirty (30) business days after receipt of the written notice.

17. If this Addendum is terminated by you for convenience or by us for cause, you must pay us for: (i) all Software Maintenance provided on a time and materials basis on or prior to the effective date of termination; (ii) all Annual Software Maintenance Fees

past due with respect to any period occurring prior to the effective date of termination; and (iii) all incidental costs and expenses incurred by us at any time on or prior to the effective date of termination and previously approved by you in writing.

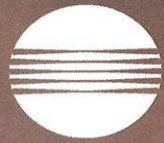
18. If this Addendum is terminated, your Software Maintenance will remain in place until the end of the then-current term with SDC. Software Maintenance Fees are an annual commitment with the SDC and will not be refunded.

19. The termination of this Addendum will not discharge or otherwise affect any obligations of either Party existing under this Addendum before, or at the time of termination. The provisions of this Addendum

which by their nature extend beyond the termination of this Addendum will survive and remain in effect until all obligations are satisfied.

20. Payment Remit Date and Late Payment:

You will pay all invoices for Annual Software Maintenance Fees for the upcoming year in full on or before the last day of the then-current term of this Addendum. You will pay the invoice for the Annual Software Maintenance Fees for the period prior to the anniversary date occurring. Late payments may require a reinstatement fee up to twenty percent (20%) of the annual amount to re-instate the Service and upgrade assurance.



KONICA MINOLTA

ECM SUPPORT GUIDE

TECHNICAL SUPPORT

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DOCUMENT PROPERTIES

ATTRIBUTES

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PREPARED FOR:	
LAST UPDATED:	August 6, 2019
ALL INQUIRIES REGARDING THIS DOCUMENT SHOULD BE DIRECTED TO:	BRYAN LEE ECM Help Desk Manager (208) 514-1195 BDLee@kmbs.konicaminolta.us

PROPRIETARY AND CONFIDENTIAL INFORMATION

The enclosed materials are proprietary to KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC., hereafter referred to as Konica Minolta. Konica Minolta reserves the right, title and interest to such materials. The terms, conditions, and information set forth herein are confidential to Konica Minolta and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Konica Minolta.

CONTACTING US



MAIN SUPPORT LINE
(800) 362-8772 (option #1)
8:00 am – 8:00 pm ET



MAIN SUPPORT EMAIL
ecm.support@kmbs.konicaminolta.us
available 24/7 for incident submission

INTRODUCTION

The Konica Minolta Technical Support Team assists its customers who use, install or develop the solution provided by Konica Minolta. This document defines expectations between the Support Team and its customers, and will be circulated amongst clients in good account standing and who have signed a software maintenance contract.

Additionally, it will be used to ensure the Technical Support Team is held to set standards to provide a guideline of information and expectations. This document defines the following:

- Contact Information
- When to engage the support team
- How to report an incident
- How to define issue severity
- Responsibilities (our support team and our customers)
- Hours of operation

Disclaimer: This support guide does not replace the Software Maintenance Agreement. This document merely outlines Konica Minolta support best practices and support policy expectations.

TERMINOLOGY DEFINITIONS

Konica Minolta Solution: All software and hardware configured by Konica Minolta ECM Professional Services.

Supported: Any solution configured in a production or non-production environment that has been transitioned to Support. Other activities will still be supported but may trigger fee-based resource activity. See further detail below.

Best Practice: Methods and techniques that have consistently shown results superior than those achieved by other means, and which are used as benchmarks to strive for. Best practices are only recommendations and may not be the best solutions for all systems. Careful consideration on the impact of any changes to a system should be analyzed before implementation.

Response: Any attempt made by the client or Konica Minolta support representative to address an incident. This includes phone, email, or on-site discussions.

Supported Systems: Any software or hardware purchased by client from Konica Minolta where a valid maintenance agreement exists.

SCR: An SCR is opened to resolve a software defect or request an enhancement to the software.

Emergency: A Severity 1 or 2 issue that requires immediate attention due to impact to the customer's business processes.

Team Lead: Internal Konica Minolta escalation point with a high level of knowledge. This person is often engaged to provide additional troubleshooting steps for high severity issues.

Account Manager: An assigned Konica Minolta resource available free of charge to serve as customer advocate, helping investigate possible solutions for efficiency and cost savings. Account Managers specialize in:

- Strategic planning
- Consultative assistance for short-term solutions and long-term road maps
- Knowledge of new products and functionality
- Gathering estimates and pricing information for solution enhancements

Network: A system of computers, peripherals, terminals, and databases connected by communication lines.

Production Environment: The system or systems being utilized by workers for the sake of conducting day-to-day business operations for a company. This is commonly referred to as "PROD".

Non-Production Environment: The system or systems being used to evaluate new configurations to implement into the Production environment. This is commonly referred to as "TEST".

Incident: Any break/fix problem that is created and tracked by an Konica Minolta Support team member which was reported by a client.

KONICA MINOLTA SUPPORT EXPECTATIONS



SUPPORTED ITEMS

Software: Any software that has a current support and/or maintenance contract associated with it.

Hardware: Konica Minolta Support is available to troubleshoot hardware associated with the provided Konica Minolta Solution in an attempt to determine root cause of an issue. See (right) definition of support activities and scope included.

GOALS

Konica Minolta's technical support philosophy is one that strives to provide your organization with the support services you need to maximize the benefits of your overall solution purchase. Konica Minolta's support programs are designed to ensure your needs are met in a timely and efficient manner.

- Proactive follow-up on all open incidents in a reasonable amount of time based on Severity (see page 7).

RESPONSE TIMEFRAMES

Response time is determined only after the problem has been properly received through Konica Minolta's error reporting procedure and categorized into one of three levels

- Respond to Severity 1 issues within one (1) working hour.
- Respond to Severity 2 issues within four (4) working hours and use best efforts to restore.
- Respond to Severity 3 issues within working day, will provide fixes within a reasonable time and will inform the Client when fixes will be provided.

ISSUE PRIORITIZATION

Support calls are prioritized on two criteria:

- The severity of the issue against other client software solutions in production.
- The order in which they are received. Customer emergencies always take precedence over non-emergencies.

SEVERITY DEFINITION

SEVERITY 1: Complete system failure and/or critical business function failure. The supported solution is completely unavailable for all critical business units. Only a Production incident can be classified this severely. The goal is to resolve these issues as soon as possible.

Example: All users are unable to access the Konica Minolta solution.

SEVERITY 2: No system failure, but the Client's users are unable to access or execute critical system functions. The supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a Production incident can be classified this severely. The goal is to use best efforts to restore.

Example: Web client users attempt to retrieve documents receive an error message. Users with access to the Thick Client are still able to access documents.

SEVERITY 3: Application not performing per documentation, but the Client's users can perform basic job functions with alternate procedures. Non-Production environment (TEST) incidents are classified with this severity rating. Konica Minolta will provide fixes within a reasonable time and will inform the Client when fixes will be provided.

CLARIFYING SUPPORT ACTIVITIES

The purpose of this section is to solidify the activities of the Support Team. The following assumes that the customer is in good standing with software maintenance. If maintenance is not active or a mutually agreed upon plan to activate maintenance is not in place, then all activity pertaining to this software is a billable event. If the customer has never purchased this software, then the responsibility to address the question or issue is held with the Konica Minolta Sales team. Incidents requiring additional fee-based resources will be coordinated by the client's Account Manager. Konica Minolta Support will spend a reasonable amount of time triaging the issue(s) to determine the root cause and report to the customer regarding whether the incident can be covered under normal support or if the work will require additional fee-based resources.

Included activities (per the "Support Guide" and "Maintenance Agreement"):

- Software defects that surface in the form of an error message and/or resulting in either a data integrity and/or data loss issue.
- Production issue is being experienced and a specific error message is being displayed.
- Non-Production issue is being experienced and a specific error message is being displayed.
- Published documentation contradicts actual behavior of the software (not to be confused with cases where documentation does not exist).

Conditions that can cause the activity to involve fee-based resources:

- Error message is determined to be related to system performance (network, database, resources, etc.).
- Error message is determined to be related to an external application or system (Windows Operating System, Hardware, 3rd party application).
- Workflow, WorkView, or API solution will need to be modified to achieve desired results.
- The work was at one point in time accepted by the customer (sign off sheet) and now the work is required to be changed, or changes are requested by the customer.
- Consulting, how to, and training type questions
 - o Customer is inquiring how to design, create or configure a new solution for specific business problems.
 - o Customer is asking Konica Minolta to explain how a particular software component functions, when documentation is typically available online.
 - o Customer is encouraged to utilize readily available online resources to receive documentation, review blog posts, etc.

KONICA MINOLTA AVAILABILITY

STANDARD HOURS OF OPERATION



Maintenance and Support Services will be available during the hours of **8 a.m. to 8 p.m., Eastern Time, Monday through Friday, excluding holidays.**

HOW TO REPORT AN ISSUE



During normal business hours Konica Minolta Support is available by phone at: **800-362-8772** (option #1), or



email at: **ecm.support@kmbs.konicaminolta.us**. Issues can be submitted after hours via email.

CUSTOMER EXPECTATIONS

TROUBLESHOOTING

At a minimum, you will be asked the following when contacting Support. This information is used to determine issue severity and prioritization:

- Is this happening in PROD or TEST?
- Where is the issue happening?
- Did you receive an error message of any kind?
- Was this ever working correctly?
- Is this the first time you have received this message?
- What were you attempting to do when you received the issue (step by step)?
- Can you replicate this issue every time or is it sporadic?
- Are you aware of others in your office experiencing the same issue?
- Have any troubleshooting steps already been taken?
- Are Diagnostic console, Event viewer or IIS logs available?

After gathering this information, the technician will enter it into the incident along with any relevant screenshots. Follow-up and update communication will be disseminated based on the severity of the incident (see Severity Definition section for specifics) by phone or email.

INVOLVE AN ACCOUNT MANAGER

This section identifies common questions from clients received by Support that should go directly to the Account Manager:

- New software purchase question.
 - Example: We think we want to buy product "X" to meet a business need, is this the right choice?
- High level review of solution architecture to determine best practices for future projects.
- New software configuration.
 - Example: We've purchased software or a device and now we need Konica Minolta to configure it.
- How do we get additional training?
- We need additional licenses.
- I need a staff augmentation or SOW created.

REMOTE SESSIONS

Clients in good standing that have signed a mutually acceptable Software Maintenance Agreement are expected to provide a means for remote access to support them technologically. This may be in the form of VPN access or assisted access via a screen sharing utility such as WebEx, GoToMeeting, etc.

RESPONSE EXPECTATIONS

A qualified contact should respond to follow-up attempts made by Konica Minolta Support within three attempts. If a response has not been received in this timeframe, then the incident will be closed.

CONTACT

It is anticipated Konica Minolta Support will work with a contact who has a basic knowledge of OnBase® or the software solution being used and has, or is able to provide, access to the Disk Group locations, OnBase database, OnBase Configuration, workstation PCs and Servers necessary to resolve issues. This contact person would be an internal escalation point for technical issues at the client location. If a severity 1 or 2 incident is opened, Konica Minolta Support would reach out to this point of contact first to begin the troubleshooting process. If an established point of contact is no longer available, then it is the client's responsibility to inform Konica Minolta Support to update our records.

UPGRADES AND CHANGES

The defining activity of an upgrade is changing the existing Production or Test environment version of the software to a newer version. This upgrade involves requiring a code from Hyland Software to update the database, which Konica Minolta Support will facilitate.

Example: Client decides to upgrade from OnBase 9.2.0.536 to 9.2.1.536 to correct an outstanding defect. The service pack is identified as the third number from the left in this example (0 and 1). This may require an upgrade to sub-schemas in the database, which would require an upgrade code from Hyland.

Konica Minolta will support the customer during an upgrade process, however, the standard support activities clarified above will still apply. If the customer desires additional services related to an upgrade, such as test plan design, test execution, or deployment activities, then the customer is advised to contact their Account Manager to engage the Professional Services Team. Konica Minolta support can be scheduled to provide upgrade codes so that the software version can be upgraded.

Other significant changes to a client's environment should also be communicated to Konica Minolta Support. Examples of events that could qualify as significant include the following (not an exhaustive list):

- Disk Group migration from one storage location to another
- Major Operating System deployment (XP>Windows7)
- Database version upgrades or reinstalls
- Server Operating System Upgrade (IIS version change)

***Advanced notification of significant changes is appreciated for continued, quick incident resolution.*

KNOWLEDGE-BASE LINKS



Konica Minolta Business Solutions
100 Williams Drive
Ramsey, NJ 07446

Federal Tax ID #: 13-1921089
Corporate Duns No: 00-170-7322
Federal Duns No: 62-657-8041

QUOTE/ORDER FORM - Quote # 20125-022625-OBSUB2528

Quote Details			
Create Date:	03/06/2025	Prepared By:	CatherineBedrossian
Expire Date:	03/20/2025	Phone:	(310) 383-4212
Account Information			
Account Name:	City of Rancho Cordova	Accounting Contact:	Accounts Payable
Contact Name	Persephonie Riley Assistand City Clerlk	Billing Address	2729 Prospect Park Drive Rancho Cordova, CA 95670
Phone:	(916) 851-8722	Email:	priley@cityofranchocordova.org

Item #	Name	Quantity	Price	Subtotal
OnBase SaaS	HSI OB License Monthly Subscription: Subscription Period: 4/2025 - 3/2026 Standard Subscription = \$8,604.20/Month Current license Breakdown Attached SaaS License Subscription 1.5TB of storage Test Light Environment	12	\$8,444.12	\$101,329.44

ITEM 9.7.

ATTACHMENT 3

OnBase SaaS	HSI OB License Monthly Subscription: Subscription Period: 4/2026 - 3/2027 Standard Subscription = \$9,249.52/Month Current license Breakdown Attached SaaS License Subscription 1.5TB of storage Test Light Environment	12	\$8,908.44	\$106,901.28
OnBase SaaS	HSI OB License Monthly Subscription: Subscription Period: 4/2027 - 3/2028 Standard Subscription = \$9,943.23/Month Current license Breakdown Attached SaaS License Subscription 1.5TB of storage Test Light Environment	12	\$9,398.41	\$112,780.92
7640021918	ECM PROFESSIONAL SERVICES - T&M Estimated professional Services Hours to be used for 1 upgrade and blocks of hours purchased on an as needed basis for small configuration projects over the life of the agreement	240	\$250.00	\$60,000.00

Subtotal **\$381,011.64**

Total \$381,011.64

Rancho Cordova OnBase License Table			
Product Code	Product Name	Quantity	Subscription End Date
AKIPI1_SAAS	Encrypted Alpha Keywords	1	3/31/2025
GV-B-MU2-CTIPC1_SAAS	Local Government Concurrent Client	20	3/31/2025
GV-B-MU2-CTIPN1_SAAS	Local Government Named User Client	28	3/31/2025
GV-B-MU2-WLIPC1_SAAS	Local Government Workflow Concurrent Client SL	5	3/31/2025
GV-B-MU2-WTIPW1_SAAS	Local Government Web Server	1	3/31/2025
DPIPW1_SAAS	Document Import Processor	1	3/31/2025
EGIPI1_SAAS	Integration for ESRI ArcGIS Server	1	3/31/2025
EHIPI1_SAAS	Encrypted Diskgroups	1	3/31/2025
GWIP11_SAAS	Public Sector Constituency Web Access	1	3/31/2025
SNIP115_SAAS	Single Sign-On for Microsoft Active Directory Federation Services	1	3/31/2025
GV-B-MU2-DIIPW2_SAAS	Local Government Production Document Imaging (Kofax or TWAIN)	2	3/31/2025
GV-B-MU2-DIIPW1_SAAS	Local Government Production Document Imaging (Kofax or TWAIN)	1	3/31/2025
GV-B-MU2-RIIP11_SAAS	Local Government Records Management	1	3/31/2025
GV-B-MU2-OUTIPI1_SAAS	Local Government Integration for Microsoft Outlook	1	3/31/2025
GV-B-MU2-OBAIPI1_SAAS	Local Government Office Business Application	1	3/31/2025
GV-B-MU2-IAIPW1_SAAS	Local Government Advanced Capture	1	3/31/2025
GOVT-B-LOCAL_SAAS	Local Government Licensing Bundle	1	3/31/2025
GV-B-MU2-PDI_SAAS	Local Government Production Document Imaging - Subscription	1	3/31/2025
GV-B-MU2-TIIPW2_SAAS	Local Government Production Document Imaging (TWAIN) - For second and beyond	1	3/31/2025
RHIPI1_SAAS	Reporting Dashboards	1	3/31/2025
REAPI1_SAAS	REST API Integration Toolkit	1	3/31/2025

Acknowledged and Accepted:

ITEM 9.7.**ATTACHMENT 3**

The undersigned authorized representative of the purchaser of goods and services quoted herein has read and accepts this Quote and agrees that all software and services quotes shall be subject to the terms of the Master Services Agreement executed by the parties.

Signature	Date
Name	Title

PAYMENT TERMS

NET30 From Date of Invoice

Overdue invoices are subject to a late payment fee of 1.5% per month. We reserve the right to terminate all work if any amounts are more than 10 days past due.

All items are subject to taxation - Quote Total Price does not include applicable taxes.

MEMORANDUM



ITEM 9.8.

DATE: March 17, 2025
TO: Honorable Mayor and Council Members
FROM: Maria Kniestedt, Communications and Public Affairs Director
SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2025-58 WITH DOWDLE STUDIOS, LLC IN AN AMOUNT NOT TO EXCEED \$250,000 FOR PUZZLE DESIGN AND PRODUCTION**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would authorize the City Manager to execute Contract No. 2025-58 with Dowdle Studios to provide rendering and production of original artwork in mural and puzzle format, and assistance with promotion of the "Missing Piece" event.

BACKGROUND

The attached agreement concerns the rendering and production of original artwork, special edition puzzles, limited-edition prints, certificates of authenticity, laser-cut wooden puzzles, and a legacy wall mural for launch at the State of the City Event to be held on November 5, 2025. Dowdle Studios will also participate in the Unveiling Event and the Missing Pieces Ceremony, wherein designated individuals will be recognized by placing missing puzzle pieces on the Legacy Wall Puzzle. The artist will grant the City a limited license related to marketing, sales, and display. Additionally, Dowdle Studios will coordinate with the Communications Department on marketing and promotion.

FISCAL IMPACT AND FUNDING SOURCE

Funding of the contract will be through the General Fund in an amount not to exceed \$250,000.00. This contract will also provide Dowdle Studios with an advance payment of \$100,000.00 with the remaining funds to be distributed upon completion.

ATTACHMENT(S)

1. Resolution
2. Dowdle Studios Contract

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT
NO. 2025-58 WITH DOWDLE STUDIOS, LLC IN AN AMOUNT NOT TO EXCEED \$250,000
FOR PUZZLE DESIGN AND PRODUCTION**

WHEREAS, the City of Rancho Cordova wishes to contract with Dowdle Studios, LLC for the rendering and production of original artwork, special edition puzzles, limited-edition prints, certificates of authenticity, laser-cut wooden puzzles, and a legacy wall mural for launch at the State of the City Event to be held on November 5, 2025; and

WHEREAS, Dowdle Studios, LLC will participate in the Unveiling Event and the Missing Pieces Ceremony, wherein designated individuals will be recognized by placing missing puzzle pieces on the Legacy Wall Puzzle; and

WHEREAS, the City of Rancho Cordova shall be granted a limited license related to marketing, sales, and display; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 2025-58 in an amount not to exceed \$250,000 with Dowdle Studios, LLC, in a form approved by the City Attorney.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
DOWDLE STUDIOS, LLC**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Dowdle Studios, LLC ("Professional") as of March 17, 2025.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of 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 December 31, 2025, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$250,000, 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 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

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

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

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

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

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

- 2.5 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000). 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.*

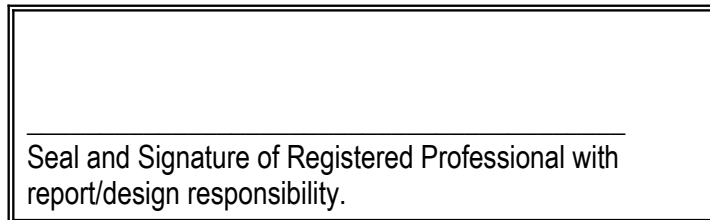
Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not 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 Maria Kniestedt ("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:
Any written notice to City shall be sent to:
Maria Kniestedt
Communications & Public Affairs Director
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
mkniestedt@cityofranhocordova.org

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



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

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

ITEM 9.8.

ATTACHMENT 2
CONTRACT NO.: 2025-58

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

Eric Dowdle, Owner

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

EXHIBIT A and B

SCOPE OF SERVICES/COMPENSATION SCHEDULE

The City hereby engages the Artist to create and provide the following Original Artwork and derivative products (“Products”) and or services;

1) Original Work of Art

Dimensions:	32 in X 40 in (size)
Medium:	Acrylic painting
Description:	According to the Artist’s creative expression and sole discretion, he shall create an original work of art consistent with the Art’s folk art style, featuring the City and the Artist’s vision of the City’s unique features and attributes.

Estimated Value \$125,000

2) Special Edition Puzzles

The Artist shall create a new original Puzzle design, featuring the commissioned Artwork. Included in this Agreement, the Artist shall have manufactured and delivered to the City, prior to the mutually agreed upon Unveiling Event date of November 1, 2025, Six Thousand (6,000) boxed Special Edition puzzles (500 piece).

Dowdle Puzzles Manufacturer Suggested Retail Price (MSRP) of

\$25 each. Retail Value: \$150,000.00

Wholesale Purchase Obligation: \$75,000.00

The City may purchase additional Puzzles at the included wholesale prices, plus shipping for 2 yrs from the effective date.

3) Limited Edition Prints

(8) 32 x 40 Hand Signed by Artist, Numbered, Limited Edition Giclee Canvas Framed Prints.

Value: \$1800 Each, Total \$14,440

4) Certificates of Authenticity

Artist will provide City with a Certificate of Authenticity for the Original 32 in. X 40 in. Painting and each of the Eight Limited Edition Canvas Prints.

5) Legacy Wall Puzzle

Artist will create and provide to the City an 8 ft. x 10 ft. Wall Puzzle featuring the original City artwork design.

Size: 8 ft. x 10 Ft.

Materials: Wood, Acrylic, Plastic

6) Laser Cut Wooden Puzzles

Artist will create and provide to the city 416 Laser Cut Wooden Puzzles @ 300 pieces at a wholesale price point.

(300 piece count is at a wholesale price point of \$120 per puzzle.

500 piece count the cost per unit goes up to \$180 per puzzle.

7) Artist Participation in the Unveiling Event

Artist will participate in the Unveiling Event and the Missing Pieces Ceremony, wherein the City's designated individuals will be recognized on stage and place the puzzle piece which they represent, into the Wall Puzzle, signifying the ceremonial completion of the Wall Puzzle – providing a tangible example that it is the culmination of many unique people, talents, experiences and contributions that together create your community.

Event Date: **November 5, 2025 – State of the City Event**

Parties will work together towards the planning of the Unveiling Event, with the City responsible for location, arrangements, staffing, planning, materials, logistics, security, permits etc.

LICENSES

License to Market & Sell	Artist grants to the City a limited License to promote, sell, market, advertise, and display the Special Edition Dowdle Puzzles and Art Prints (Products), included in this agreement, for a period of 2 years, from the Effective date.
License for Use Dowdle	Artist grants the City a Limited License to the City, for the use of the Artist name, trademark, logo, likeness and images of the original artwork to announce, sell, promote, market and the sale of the Artwork, Wall Puzzle,

	Products included herein, the Unveiling Event and any other City event where Artwork and/or Products will be sold or marketed.	
License to Display	Artist grants The City a License to Display publicly the Original Art, the Limited Edition Prints and the Wall Puzzle, in perpetuity.	
License to Sell Art	Artist grants the City the right to sell, give or transfer the ownership of the Original 32 in x 40 in Painting and the Eight (8) Limited Edition Canvas Prints. The Artist retains ALL Copyrights and other common law artists rights except those licensed to the City herein, according to the terms and limitations of this Agreement. No Copyrights are included, bestowed, implied or transferred, based on ownership of any physical piece of Art, as described herein.	
License for Use - City IP	Nothing in this Agreement shall be interpreted as an interest in, or transfer of rights to the City name, logos or trademarks, to the Artist. The City hereby grants to the Artist the right to use and incorporate into the original work of art the City name, logos and trademarks.	
Missing Pieces Ceremony	As part of Exhibit A, the City may designate up to 10 individual people, places or things, who will be specifically depicted in the Artwork. Each designated person will participate in the Missing Piece Ceremony during the Unveiling Event. During the Event, after the nearly completed Wall Puzzle is unveiled, the Artist will offer a brief bio describing the designated representative and their significance to the community (or the reason they have been selected to participate) and call them on stage. They will receive the missing puzzle piece representing them, and then they will place their individual puzzle piece into the Legacy Puzzle Wall, completing the puzzle. The Missing Piece Ceremony participants can be an individual, a group or a person representing a business, location, historic site or community organization. The City shall select the individuals they want to participate in the event. The City must provide a photo of each person, business, and/or logo to help the artist accurately depict them. If describing a person, include at least one unique trait or item that reflects them, like running shoes, a cowboy hat, pizza, riding a horse, or on a motorcycle.	to
Creative License	As part of creative process and in an effort to create an original work of art that reflects the City's unique features, the Artist will research the City's landmarks, topography, scenery, notable people, buildings, history, traditions, events, and overall aesthetic.	

In the creation of the Original Artwork, the Artist will make a good faith effort to incorporate items from City's Recommendations (Exhibit A), at the Artist's sole discretion, according to his overall artistic vision and expression.

City acknowledges and understands the original work of Art will be created in a manner consistent with the Artist's folk art style which is whimsical interpretation of the subject City's features and attributes. It is further understood that the overall design, layout and features will reflect a creative, whimsical style and is not intended to portray the City in an exact likeness, nor will it be a to scale rendering, map or index of the City. The Artist will use his experience, creativity and imagination to express the overall unique attributes and character of the City.

The final design concept, layout, features and overall creative vision and interpretation shall be at the Artist's sole discretion.

City may "Pre-Sell" Products prior to the Unveiling Event, upon the payment of all payment installments due prior to the Unveiling Event. The City may engage in "pre-selling", reservations, or other promotional activities, prior to the Unveiling Event, in accordance with the guidelines outlined herein.

Delivery of Products

Upon receiving physical delivery of Products, City assumes responsibility for storage, sales, marketing, payment processing, distribution, record keeping and delivery of sold products, unless otherwise mutually agreed upon in writing.

Additional Products

City may purchase additional products from the Artist, at the original wholesale price, plus shipping, per Exhibit C

Suggested Retail Price

Products have a Suggested Retail Prices, per Exhibit C, however City may determine the final Retail price offered to the public.

Marketing

The Artist and City will work together to coordinate, create and distribute marketing materials, social media posts & co-branded content, to promote awareness and excitement around the Project & event.

At the City's direction and the Artist's schedule, the Artist is willing to coordinate with and participate in media interviews to promote the Project. The Artist shall use his social media accounts to announce and promote the City's Unveiling Event, including posting links for the public to purchase puzzles online. The Artist

and City's public relations, social media and marketing team members will endeavor to collaborate and work together to maximize the awareness of this project, sales and participants.

Contractor

Artist shall be deemed an independent contractor with respect to City and the performance of services herein. As such, the Artist shall be responsible for the compensation, wages, Federal, State and Local taxes, Workers' compensation for Artist and any employees or agents of Artist while performing work or services related to the fulfillment of this Project.

Shipping

The cost of the shipping of Puzzles and Artwork will be added to the City's final invoice. The Studio will provide City with the itemized shipping cost details on the final invoice.

Artist agrees to indemnify and hold harmless City and its trustees, officers, employees, agents and affiliates against any third party claims related to the Art created by Artist. City agrees to indemnify and hold harmless Artist against any costs, expenses, insurance, damages, liabilities, legal expenses or other liabilities related to the related to the fulfillment of this agreement.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior written or oral discussions between the parties related to the subject matter of this Agreement. Any future modifications must be mutually agreed to and in writing.

Severability

If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

**Confidentiality
information,**

This Agreement may contain private, proprietary, competitive

as such the Artist hereby requests that, to the extent allowable under law, that this agreement and related information, be treated as "Confidential", and should be hereby protected from public release, as permitted by Law.

This shall not prohibit the City from engaging in any routine, necessary or required discussions, notices, votes or any other duties required under law or procedure.

PROJECT DELIVERABLES

Art Commission Project Package:**\$249,920 USD, Plus Shipping****Project Includes:****Original Artwork Design****Creation 32"x 40" Original****Painting****• Eight (8) 32" x 40" Limited Edition****Canvas Prints • 6,000 Special Edition****Puzzles (500 pc)****• 8' x 10' Legacy Wall Puzzle****• Unveiling Event & Missing Piece Ceremony****Artist will participate in the Unveiling Event & Missing
Piece Ceremony****• 416 Laser Cut Wooden Puzzles****• Social Media Marketing & Promotion****MILESTONES & PAYMENT SCHEDULE**

Agreement Signed (Effective Date):	50% Fee due, \$100,000
Addendum A. Suggested Features List:	Due 15 days from
Effective Date Pencil Sketch Draft Review & Discussion:	30 days from receiving
Exhibit A Final Approval of Pencil Sketch	45 days from Effective
2nd Payment Installment	25% (\$50,000), Due upon Sketch
Approval Artwork & Products delivered to City	Minimum 8 months from Effective
Date Unveiling Event	Minimum 8 months from Effective
Final Installment Payment	25% (\$50,000), Due upon Delivery of Art/Products + Shipping

MEMORANDUM



ITEM 9.9.

DATE: March 17, 2025
TO: Honorable Mayor and Council Members
FROM: Stacy Delaney, Senior Management Analyst
Megan Siren, Assistant to the City Manager
Micah Runner, City Manager
SUBJECT: **A RESOLUTION AFFIRMING OUR COMMITMENT TO LITERACY**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

By adopting the Resolution, the City of Rancho Cordova demonstrates its dedication to improving literacy outcomes for all Rancho Cordova students by continuing to support programs and initiatives that focus on achieving equitable literacy outcomes, providing access to high-quality books, and creating lifelong learning opportunities for our community.

BACKGROUND

The Sacramento County Office of Education (SCOE) unanimously adopted a resolution in September 2024, which affirms the Board's commitment to improving literacy outcomes for all students in the region. The resolution is part of the Sacramento County READS initiative to improve literacy outcomes for all Sacramento County learners. The countywide initiative focuses on evidence-based literacy practices and is grounded in the science of reading. The initiative recognizes the importance of creating strong connections with partners that support literacy. It also has goals of engaging families in opportunities and experiences that promote literacy, creating coherent systems that support improved outcomes, and sharing best practices and resources. SCOE invited school districts and other groups to support the campaign by adopting similar resolutions. In March of this year, the Folsom Cordova Unified School District demonstrated their dedication to improving literacy outcomes and fostering a culture of lifelong learning for all students within the district by adopting a commitment to literacy resolution. Similarly, the City of Rancho Cordova supports evidence-based literacy practices and systems of support to improve the outcomes for our community members and the larger region as a whole.

Over the last decade, the city has invested funding into multiple literacy efforts. This includes expanding home libraries with free books in partnership with a local non-profit. The city also purchased and installed book vending machines at places like the Rancho Cordova Youth Center. Investments were also made to enhance the offerings at local school libraries, expanding the quality and number of books available at Rancho Cordova school sites. The city

also brought complementary experiential services to students in the form of workshops on poetry, creative writing, speech and debate, and more.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Resolution

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, OUR COMMITMENT TO LITERACY**

WHEREAS, the City of Rancho Cordova acknowledges that literacy is a fundamental skill and a building block necessary for individual, citywide, and regional success; and

WHEREAS, the statewide assessment results for Sacramento County show a need for literacy improvement in the region; and

WHEREAS, the City of Rancho Cordova joins the Sacramento County Office of Education (SCOE) and local school districts like the Folsom Cordova Unified School District in supporting evidence-based reading instruction and a coherent system of support to improve literacy outcomes; and

WHEREAS, Sacramento County READS is a countywide initiative aimed at improving literacy outcomes for all Sacramento County learners; and

WHEREAS, the Sacramento County READS program has developed guiding principles to be implemented in their entirety. Specifically, they call for:

1. Designing educational systems where science of reading practices thrive from early learning through adult education.
2. Ensuring equitable access to high-quality instructional materials and practices for every learner, inclusive of all languages, backgrounds and disabilities.
3. Promoting linguistic and cultural diversity in reading and literacy education.
4. Allocating resources to support implementation of science of reading-aligned practices.
5. Developing and empowering literacy leaders at all levels of the organization through ongoing professional development and coaching.
6. Utilizing comprehensive literacy assessment systems, including universal screening, to inform instruction.
7. Addressing individual student needs through Multi-Tiered Systems of Support, using data-based decision-making and continuous improvement.
8. Engaging family and community partners in opportunities and activities grounded in the science of reading.
9. Hiring well-trained educators aligned to the Sacramento County READS mission and vision.

and;

WHEREAS, the Sacramento County READS framework encourages collaboration to support the goals of:

- Building a sense of urgency to support a countywide campaign focused on improved literacy outcomes.
- Creating connections between community leaders and organizations to support literacy within local contexts and countywide.

- Engaging families in opportunities and experiences that promote literacy.
- Convening Local Education Agency (LEA) teams in a community of practice to develop knowledge and skills, build capacity, and create coherent systems that support improved literacy outcomes.
- Sharing best practices and resources.

and;

WHEREAS, the City of Rancho Cordova recognizes the crucial role it can play in supporting important policies, programs, and initiatives that advance literacy in Rancho Cordova and beyond.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA affirms its commitment to being a strong advocate of the Sacramento County READS initiative that promotes reading and literacy success for all learners within the larger community and supports future initiatives specifically aimed at improved outcomes for Rancho Cordova students.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

MEMORANDUM

ITEM 9.10.



DATE: March 17, 2025

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou,
Administrative Services Director

SUBJECT: TREASURER'S REPORT – DECEMBER 31, 2024

RECOMMENDATION

This report is informational only. It is recommended that the City Council receive and file the December 31, 2024 Treasurer's Report.

RESULT OF RECOMMENDED ACTION

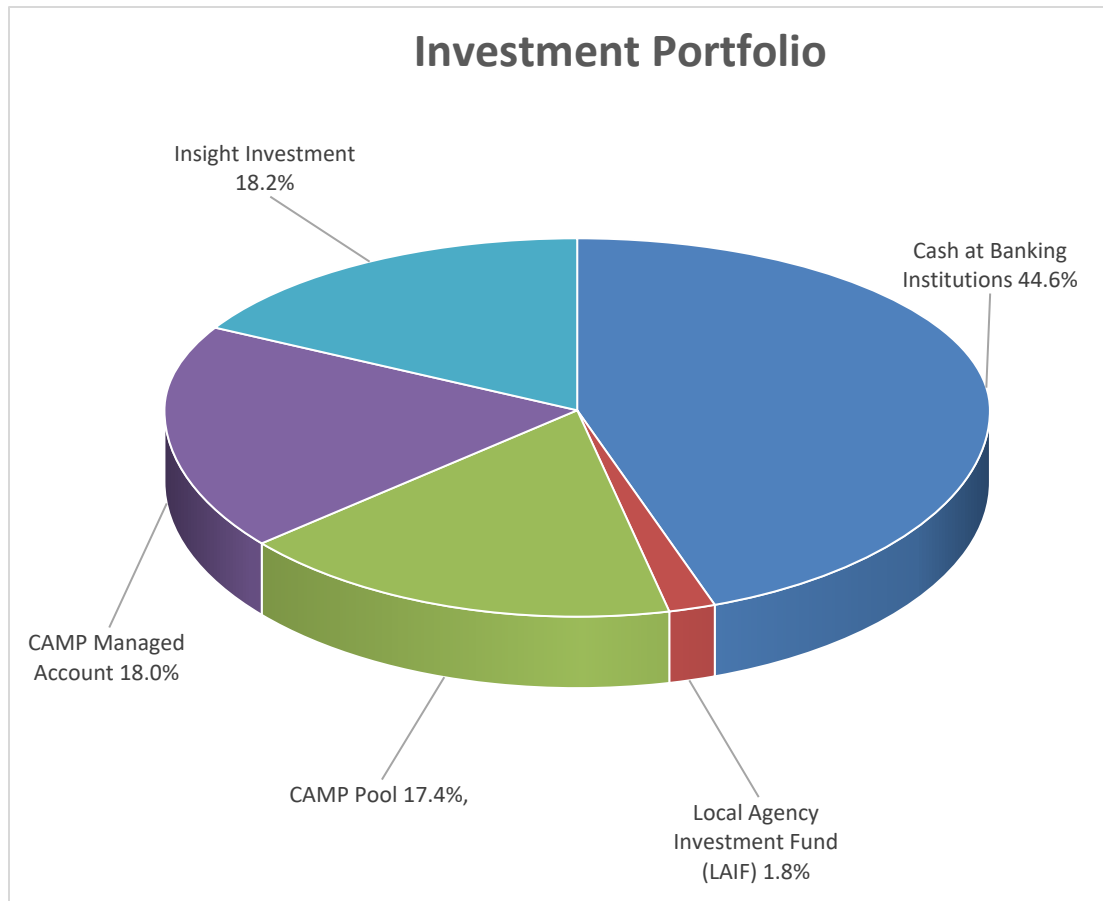
The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the Treasurer's Report is to update the City Council and the public on the status of the City's cash balances and investments and highlight material changes from one period to another. The scope of this report covers the fourth quarter of the 2024 calendar year ending December 31, 2024, and is in compliance with the State's reporting requirements.

BACKGROUND

Attached is the quarterly Treasurer's Report for the period ending December 31, 2024. Treasurer's Reports are provided to the City Council on a quarterly basis.

At September 30, 2024, the value of the City's total portfolio was \$377.6 million. Since that time, the City's cash balances decreased by \$10.7 million with an ending balance of \$366.9 million as of December 31, 2024. The funds are held as follows:

Investment Distribution	Book Value	Market Value
Cash at Banking Institutions	163,585,966	163,585,966
Local Agency Investment Fund (LAIF)	6,705,326	6,705,326
CAMP Pool	63,944,990	63,944,990
CAMP Managed Account	65,685,407	65,916,640
Insight Investment	66,818,976	66,715,446
Total	366,740,665	366,868,368



The fourth quarter of 2024 saw an increase in yields and volatility as investors contemplated the potential impact of the new administration's policy proposals. The Fed cut the overnight policy rate by 25 bps at both its November and December meetings to bring the new target range to 4.25%-4.50%. The Fed's updated "dot plot" indicated only 50 bps of rate cuts in 2025, which has resulted in the market generally expecting the Fed to pause rate cuts for some time.

The City's cash balance as of December 31, 2024, was allocated by fund type/purpose as follows:

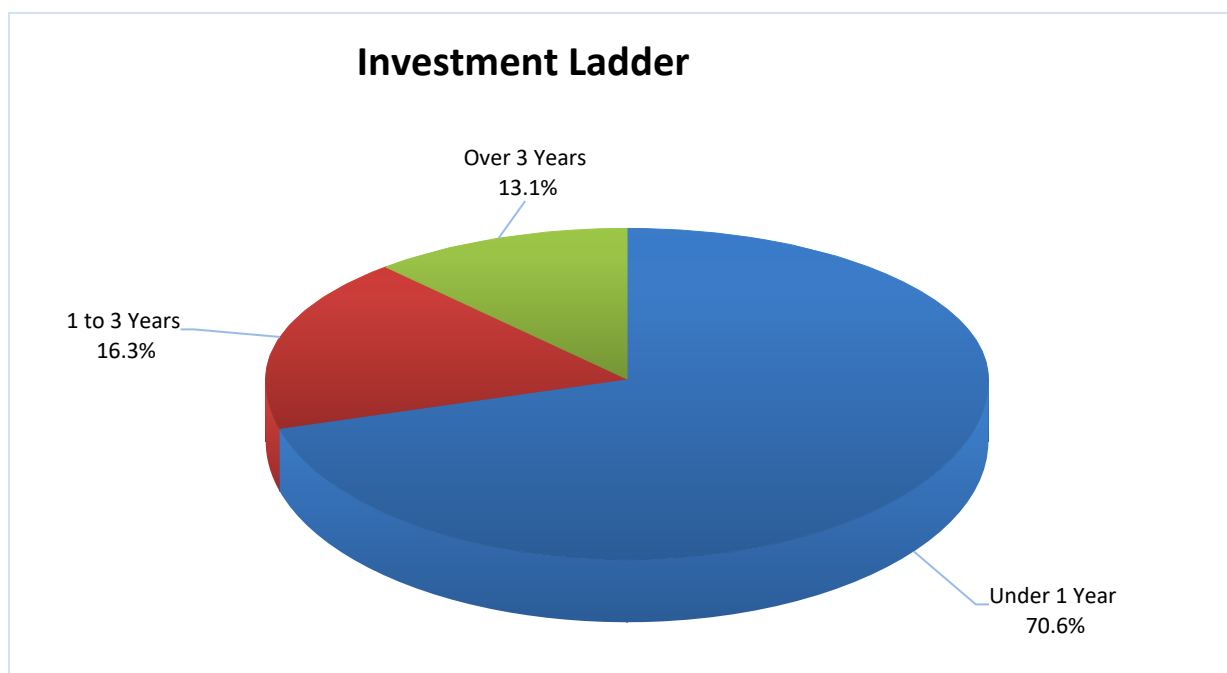
- Unrestricted General Fund/Community Enhancement & Investment Fund: \$25.2 million
- Sunrise Development Impact Fees (restricted for specific improvements needed as a result of development in the area): \$44.2 million
- Transportation Funds: \$115.1 million
- Storm Drain Fund: \$22.1 million
- Capital Projects/Grant/Special Revenue Funds: \$116.2 million
- Agency Funds (funds held for other entities): \$43.9 million

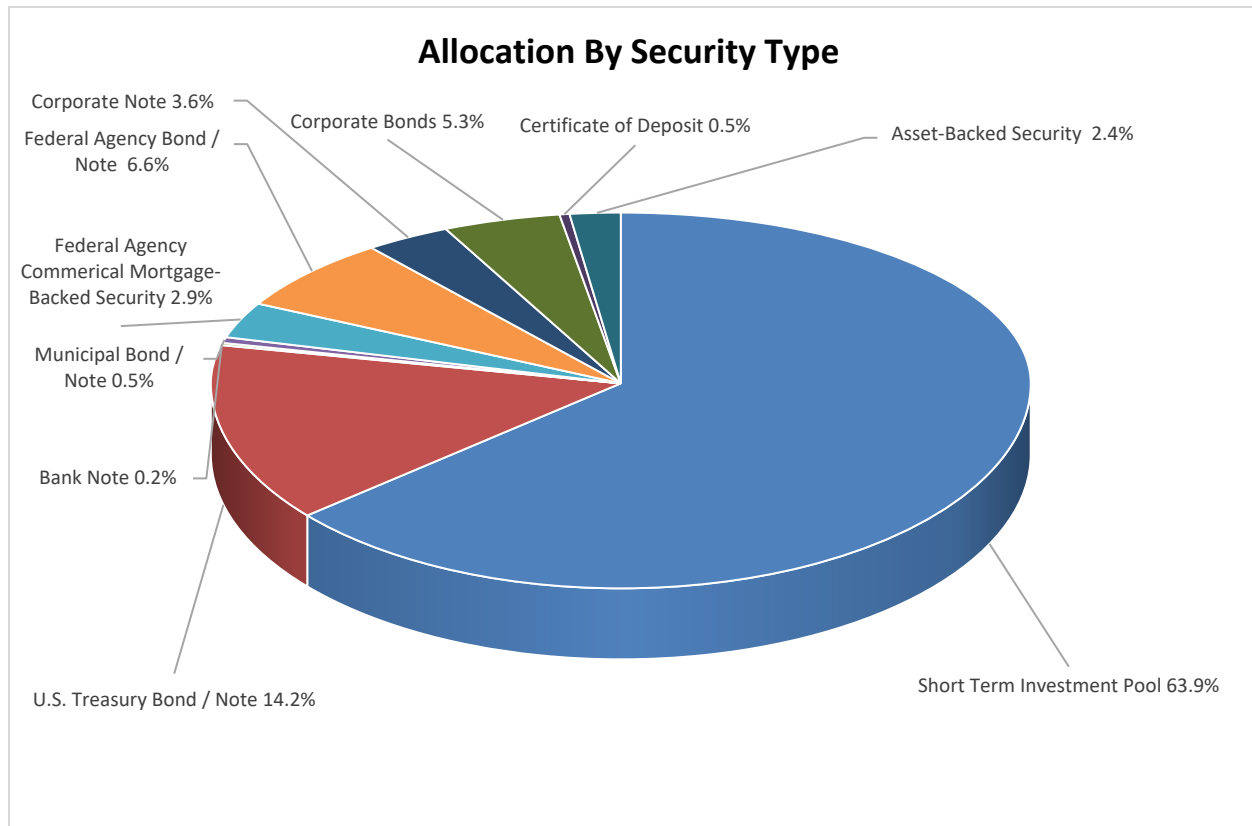
The overall portfolio is well diversified with \$132.5 million invested in marketable securities, \$70.6 million is invested in short-term investments that are considered liquid (LAIF, CAMP, and money markets), and another \$163.6 million is on deposit with our banks, which includes \$5.7 million on deposit with one local bank as part of the City's participation in a local banking initiative. Staff, in conjunction with our financial advisors, periodically review the mix of liquid and

long-term investments and adjusts the portfolio according to the market conditions and our short-term cash needs.

Staff thoroughly review investment statements and make appropriate inquiries of its investment advisors to confirm the existence and viability of the City's assets. The City invests conservatively in investment policy options in accordance with California State Government Code. The long-term assets are in securities that can be held to maturity, thus are less vulnerable to the fluctuations of the market. All securities are in compliance with the City's investment policy. There are sufficient funds to meet the City's expenditure requirements for the next six months.

The distribution of investments are displayed in the following charts:





ATTACHMENT(S)

1. City of Rancho Cordova Treasurer's Report for the Quarter Ended December 31, 2024

**CITY OF RANCHO CORDOVA
TREASURER'S REPORT
FOR THE QUARTER ENDED December 31, 2024**

Security Held	Book Value	Market Value	Average Yield
Wells Fargo Bank	157,849,318	157,849,318	4.4%
5 Star Bank	5,736,648	5,736,648	4.6%
Local Agency Investment Fund (LAIF)	6,705,326	6,705,326	4.6%
CAMP Pool	63,944,990	63,944,990	4.5%
CAMP Managed Account	65,685,407	65,916,640	varies by holding
Insight Investment	66,818,976	66,715,446	varies by holding
Total	366,740,665	366,868,368	



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 06/30/2020 0.250% 06/30/2025	91282ZW3	100,000.00	AA+	Aaa	03/01/21	03/04/21	98,589.84	0.58	0.69	99,839.25	98,086.90
US TREASURY N/B DTD 06/30/2020 0.250% 06/30/2025	91282ZW3	425,000.00	AA+	Aaa	04/01/21	04/05/21	416,765.63	0.71	2.94	424,041.90	416,869.33
US TREASURY N/B DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	525,000.00	AA+	Aaa	05/04/21	05/06/21	516,120.12	0.75	5.44	523,098.66	505,529.85
US TREASURY N/B DTD 04/30/2021 0.750% 04/30/2026	91282CBW0	100,000.00	AA+	Aaa	02/10/22	02/14/22	95,277.34	1.92	128.45	98,511.87	95,511.70
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	325,000.00	AA+	Aaa	05/03/22	05/05/22	294,125.00	3.03	850.03	313,511.63	307,125.00
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	825,000.00	AA+	Aaa	07/05/22	07/08/22	755,229.49	2.84	2,157.78	797,919.26	779,625.00
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	825,000.00	AA+	Aaa	08/01/22	08/04/22	759,515.63	2.74	2,157.78	799,111.88	779,625.00
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	950,000.00	AA+	Aaa	06/02/22	06/06/22	864,537.11	2.94	2,484.71	917,528.61	897,750.00
US TREASURY N/B DTD 08/02/2021 0.625% 07/31/2026	91282CCP4	1,300,000.00	AA+	Aaa	08/08/22	08/15/22	1,183,812.50	3.04	3,400.14	1,253,717.84	1,228,500.00
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	1,150,000.00	AA+	Aaa	10/05/22	10/11/22	1,059,886.72	4.10	2,986.19	1,108,858.71	1,103,641.20
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	1,800,000.00	AA+	Aaa	01/04/23	01/06/23	1,674,632.81	3.96	4,674.03	1,739,229.39	1,727,438.40
US TREASURY N/B DTD 11/15/2016 2.000% 11/15/2026	912828U24	3,200,000.00	AA+	Aaa	12/05/22	12/07/22	2,977,625.00	3.92	8,309.39	3,094,453.01	3,071,001.60
US TREASURY N/B DTD 05/02/2022 2.750% 04/30/2027	91282CEN7	1,300,000.00	AA+	Aaa	01/31/23	02/03/23	1,251,707.03	3.70	6,122.93	1,273,496.62	1,256,684.00
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	350,000.00	AA+	Aaa	07/03/23	07/07/23	329,957.03	4.30	4,027.85	337,299.37	337,039.15



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	1,000,000.00	AA+	Aaa	06/02/23	06/06/23	953,671.88	3.97	11,508.15	971,243.56	962,969.00
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	2,100,000.00	AA+	Aaa	03/02/23	03/06/23	1,959,644.53	4.44	24,167.12	2,017,864.12	2,022,234.90
US TREASURY N/B DTD 08/01/2022 2.750% 07/31/2027	91282CFB2	2,400,000.00	AA+	Aaa	05/01/23	05/05/23	2,318,906.25	3.62	27,619.57	2,350,704.64	2,311,125.60
US TREASURY N/B DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	750,000.00	AA+	Aaa	01/02/24	01/05/24	747,128.91	3.98	2,554.95	747,858.27	741,445.50
US TREASURY N/B DTD 11/30/2022 3.875% 11/30/2027	91282CFZ9	1,100,000.00	AA+	Aaa	12/01/23	12/05/23	1,085,433.59	4.24	3,747.25	1,089,365.32	1,087,453.40
US TREASURY N/B DTD 02/28/2023 4.000% 02/29/2028	91282CGP0	700,000.00	AA+	Aaa	02/02/24	02/06/24	702,925.78	3.89	9,513.81	702,275.17	693,546.70
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	400,000.00	AA+	Aaa	07/01/24	07/03/24	353,140.63	4.49	13.81	358,505.94	360,359.20
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	400,000.00	AA+	Aaa	08/01/24	08/05/24	361,218.75	3.96	13.81	364,967.56	360,359.20
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	850,000.00	AA+	Aaa	09/04/24	09/06/24	779,576.17	3.59	29.35	785,071.17	765,763.30
US TREASURY N/B DTD 06/30/2021 1.250% 06/30/2028	91282CCH2	1,200,000.00	AA+	Aaa	06/06/24	06/11/24	1,061,484.38	4.39	41.44	1,079,033.32	1,081,077.60
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	1,125,000.00	AA+	Aaa	10/31/24	11/05/24	1,108,212.89	4.14	116.54	1,108,788.92	1,099,599.75
US TREASURY N/B DTD 01/02/2024 3.750% 12/31/2028	91282CJR3	1,950,000.00	AA+	Aaa	12/03/24	12/06/24	1,924,330.08	4.10	202.00	1,924,739.41	1,905,972.90
Security Type Sub-Total		27,150,000.00					25,633,455.09	3.71	116,836.15	26,281,035.40	25,996,334.18
Municipal Bond / Note											
NY ST URBAN DEV-F-1 DTD 12/23/2020 0.870% 03/15/2025	650036DT0	425,000.00	NR	NR	12/16/20	12/23/20	425,000.00	0.87	1,088.71	425,000.00	421,863.93



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
UNIV OF CALIFORNIA-BG (CALLABLE) DTD 07/16/2020 0.883% 05/15/2025	91412HGE7	100,000.00	AA	Aa2	07/10/20	07/16/20	100,000.00	0.88	112.83	100,000.00	98,705.00
CONNECTICUT -TXBL -A DTD 06/04/2021 0.923% 06/01/2025	20772KNW5	275,000.00	AA-	Aa3	05/20/21	06/04/21	275,000.00	0.92	211.52	275,000.00	271,064.48
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	75,000.00	AA	Aa2	09/03/20	09/16/20	75,530.25	1.11	471.75	75,055.33	73,749.00
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	100,000.00	AA	Aa2	09/03/20	09/16/20	100,663.00	1.12	629.00	100,069.18	98,332.00
FLORIDA ST BRD OF ADM DTD 09/16/2020 1.258% 07/01/2025	341271AD6	200,000.00	AA	Aa2	09/03/20	09/16/20	200,000.00	1.26	1,258.00	200,000.00	196,664.00
MINNESOTA ST-F-UNREF DTD 08/25/2020 0.630% 08/01/2025	60412AK85	130,000.00	AAA	Aaa	05/07/24	05/07/24	130,000.00	0.63	341.25	130,000.00	127,328.24
CALIFORNIA ST UNIV-B DTD 07/29/2021 0.862% 11/01/2025	13077DOD7	175,000.00	AA-	Aa2	07/09/21	07/29/21	175,000.00	0.86	251.42	175,000.00	170,084.25
CA ST DTD 03/15/2023 4.846% 03/01/2027	13063D3N6	240,000.00	AA-	Aa2	03/09/23	03/15/23	240,000.00	4.85	3,876.80	240,000.00	242,065.44
Security Type Sub-Total		1,720,000.00					1,721,193.25	1.50	8,241.28	1,720,124.51	1,699,856.34
Federal Agency Commercial Mortgage-Backed Security											
FHMS K054 A2 DTD 04/01/2016 2.745% 01/01/2026	3137BNGT5	317,056.82	AA+	Aaa	04/11/23	04/14/23	303,928.69	4.32	725.27	312,020.66	311,640.54
FHMS K058 A2 DTD 11/01/2016 2.653% 08/01/2026	3137BSP72	650,000.00	AA+	Aaa	04/06/23	04/12/23	622,628.91	3.98	1,437.04	636,596.51	630,861.40
FHMS K061 A2 DTD 01/01/2017 3.347% 11/01/2026	3137BTUM1	438,762.83	AA+	Aaa	05/19/23	05/24/23	425,257.17	4.29	1,223.78	431,437.00	428,238.67
FHMS K064 A2 DTD 05/01/2017 3.224% 03/01/2027	3137BXOY1	650,000.00	AA+	Aaa	08/16/23	08/18/23	613,132.81	4.94	1,746.33	627,146.32	632,185.45



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K065 A2 DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	650,000.00	AA+	Aaa	06/08/23	06/13/23	622,857.42	4.42	1,756.63	633,737.85	631,020.00
FHMS KJ48 A1 DTD 12/01/2023 4.858% 05/01/2028	3137HBC69	509,108.01	AA+	Aaa	12/06/23	12/14/23	509,103.93	4.86	2,061.04	509,104.81	511,203.50
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	519,587.62	AA+	Aaa	07/19/23	07/27/23	519,574.66	4.78	2,068.39	519,578.42	518,087.05
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	650,000.00	AA+	Aaa	07/13/23	07/20/23	656,492.20	4.59	2,610.29	654,586.60	651,480.05
FNA 2023-M6 A2 DTD 07/01/2023 4.181% 07/01/2028	3136BQDE6	621,100.94	AA+	Aaa	07/18/23	07/31/23	610,571.34	4.58	2,164.11	613,564.70	608,811.22
FHMS K508 A2 DTD 10/01/2023 4.740% 08/01/2028	3137HAQ74	650,000.00	AA+	Aaa	10/11/23	10/19/23	635,741.60	5.25	2,567.50	638,928.76	649,810.85
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	950,000.00	AA+	Aaa	09/07/23	09/14/23	935,946.65	4.99	3,681.25	939,292.16	947,940.40
FHMS K509 A2 DTD 10/01/2023 4.850% 09/01/2028	3137HAST4	490,000.00	AA+	Aaa	10/25/23	10/31/23	474,377.33	5.60	1,980.42	477,522.19	491,911.00
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	650,000.00	AA+	Aaa	09/20/23	09/28/23	642,230.55	5.07	2,600.00	643,912.21	651,263.60
FHMS K510 A2 DTD 11/01/2023 5.069% 10/01/2028	3137HB3D4	235,000.00	AA+	Aaa	11/14/23	11/21/23	234,320.62	5.14	992.68	234,458.90	237,550.22
FHMS K511 A2 DTD 12/01/2023 4.860% 10/01/2028	3137HB3G7	360,000.00	AA+	Aaa	11/28/23	12/07/23	358,965.72	4.93	1,458.00	359,170.32	361,161.72
FHMS K514 A2 DTD 02/01/2024 4.572% 12/01/2028	3137HBLV4	375,000.00	AA+	Aaa	02/01/24	02/08/24	378,749.63	4.34	1,428.75	378,121.74	372,368.63
FHMS K520 A2 DTD 04/01/2024 5.180% 03/01/2029	3137HCKV3	370,000.00	AA+	Aaa	04/23/24	04/30/24	371,501.83	5.09	1,597.17	371,339.52	375,525.95
FHMS K524 A2 DTD 07/01/2024 4.720% 05/01/2029	3137HDV56	520,000.00	AA+	Aaa	07/16/24	07/25/24	523,193.32	4.58	2,045.33	522,983.03	518,933.48



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHMS K522 A2 DTD 06/01/2024 4.803% 05/01/2029	3137HDJJ0	650,000.00	AA+	Aaa	06/05/24	06/13/24	649,998.05	4.80	2,601.63	650,000.00	650,339.95
FHMS K526 A2 DTD 08/01/2024 4.543% 07/01/2029	3137HDXL9	585,000.00	AA+	Aaa	08/07/24	08/15/24	590,472.09	4.33	2,214.71	590,096.01	579,247.11
Security Type Sub-Total		10,840,616.23					10,679,044.52	4.75	38,960.32	10,743,597.71	10,759,580.79
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANK DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	500,000.00	AA+	Aaa	04/15/20	04/16/20	497,520.00	0.60	534.72	499,857.93	494,595.50
FANNIE MAE DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	500,000.00	AA+	Aaa	04/22/20	04/24/20	498,970.00	0.67	598.96	499,936.41	494,535.50
FREDDIE MAC DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	500,000.00	AA+	Aaa	07/21/20	07/23/20	497,510.00	0.48	833.33	499,723.03	489,203.50
FANNIE MAE DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	450,000.00	AA+	Aaa	08/25/20	08/27/20	447,894.00	0.47	590.63	449,725.92	438,732.00
FEDERAL HOME LOAN BANK DTD 09/11/2020 0.375% 09/04/2025	3130AK5E2	200,000.00	AA+	Aaa	09/10/20	09/11/20	199,400.00	0.44	243.75	199,918.68	194,776.00
FREDDIE MAC DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	450,000.00	AA+	Aaa	09/23/20	09/25/20	448,645.50	0.44	459.38	449,802.63	437,628.60
FANNIE MAE DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	450,000.00	AA+	Aaa	11/09/20	11/12/20	448,389.00	0.57	337.50	449,725.37	435,941.55
Security Type Sub-Total		3,050,000.00					3,038,328.50	0.53	3,598.27	3,048,689.97	2,985,412.65
Corporate Note											
NATIONAL RURAL UTIL COOP DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	130,000.00	A-	A2	01/31/22	02/07/22	129,996.10	1.88	975.00	129,999.87	129,608.18
AMAZON.COM INC DTD 04/13/2022 3.000% 04/13/2025	023135CE4	290,000.00	AA	A1	04/11/22	04/13/22	289,538.90	3.06	1,885.00	289,956.45	288,833.62



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
HOME DEPOT INC (CALLABLE) DTD 03/28/2022 2.700% 04/15/2025	437076CM2	45,000.00	A	A2	03/24/22	03/28/22	44,921.25	2.76	256.50	44,992.53	44,773.29
CINTAS CORPORATION NO. 2 (CALLABLE) DTD 05/03/2022 3.450% 05/01/2025	17252MAP5	130,000.00	A-	A3	04/26/22	05/03/22	129,971.40	3.46	747.50	129,996.82	129,389.39
APPLE INC (CALLABLE) DTD 05/11/2020 1.125% 05/11/2025	037833DT4	400,000.00	AA+	Aaa	05/11/20	05/13/20	400,804.00	1.08	625.00	400,045.47	395,232.00
APPLE INC DTD 05/13/2015 3.200% 05/13/2025	037833BG4	500,000.00	AA+	Aaa	11/24/21	11/29/21	530,775.00	1.37	2,133.33	503,265.51	497,769.50
NATIONAL AUSTRALIA BK/NY DTD 06/09/2022 3.500% 06/09/2025	63254ABD9	470,000.00	AA-	Aa2	05/31/22	06/09/22	470,000.00	3.50	1,005.28	470,000.00	467,930.12
NATIONAL RURAL UTIL COOP DTD 05/04/2022 3.450% 06/15/2025	63743HFE7	70,000.00	A-	A2	04/27/22	05/04/22	69,981.10	3.92	107.33	69,997.23	69,600.65
IBM CORP DTD 07/27/2022 4.000% 07/27/2025	459200KS9	450,000.00	A-	A3	07/20/22	07/27/22	450,000.00	4.00	7,700.00	450,000.00	448,187.85
UNITEDHEALTH GROUP INC (CALLABLE) DTD 05/19/2021 1.150% 05/15/2026	91324PEC2	475,000.00	A+	A2	05/17/21	05/19/21	474,173.50	1.19	697.99	474,772.67	453,970.33
ASTRAZENECA FINANCE LLC (CALLABLE) DTD 05/28/2021 1.200% 05/28/2026	04636NAA1	450,000.00	A+	A2	07/16/21	07/20/21	450,540.00	1.17	495.00	450,156.62	430,126.65
BANK OF AMERICA CORP (CALLABLE) DTD 06/19/2020 1.319% 06/19/2026	06051GJD2	600,000.00	A-	A1	07/23/21	07/27/21	602,754.00	1.22	263.80	600,330.01	590,194.80
AMERICAN EXPRESS CO (CALLABLE) DTD 11/04/2021 1.650% 11/04/2026	025816CM9	450,000.00	A-	A2	11/19/21	11/23/21	449,316.00	1.68	1,175.63	449,745.37	426,444.30
JPMORGAN CHASE & CO (CALLABLE) DTD 11/19/2020 1.045% 11/19/2026	46647PBT2	350,000.00	A	A1	11/24/21	11/29/21	339,717.00	1.66	426.71	346,105.10	338,719.15
CATERPILLAR FINL SERVICE DTD 01/10/2022 1.700% 01/08/2027	14913R2U0	450,000.00	A	A2	01/11/22	01/13/22	447,727.50	1.81	3,676.25	449,079.61	425,914.20
TARGET CORP (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	80,000.00	A	A2	01/19/22	01/24/22	79,864.00	1.99	719.33	79,944.26	76,101.60



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF NY MELLON CORP (CALLABLE) DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	900,000.00	A	Aa3	01/26/22	01/28/22	898,002.00	2.10	7,943.75	899,172.13	856,954.80
BERKSHIRE HATHAWAY FIN (CALLABLE) DTD 03/15/2022 2.300% 03/15/2027	084664CZ2	900,000.00	AA	Aa2	03/15/22	03/17/22	883,116.00	2.70	6,095.00	892,544.00	862,037.10
NATIONAL AUSTRALIA BK/NY DTD 06/09/2022 3.905% 06/09/2027	63254ABE7	400,000.00	AA-	Aa2	06/09/22	06/13/22	396,424.00	4.10	954.56	398,251.82	393,825.60
TEXAS INSTRUMENTS INC (CALLABLE) DTD 11/18/2022 4.600% 02/15/2028	882508BV5	100,000.00	A+	Aa3	05/11/23	05/18/23	102,404.00	4.04	1,737.78	101,568.26	100,179.90
LOCKHEED MARTIN CORP (CALLABLE) DTD 05/25/2023 4.450% 05/15/2028	539830BZ1	70,000.00	A-	A2	05/23/23	05/25/23	69,874.00	4.49	398.03	69,914.55	69,492.71
JOHN DEERE CAPITAL CORP DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	450,000.00	A	A1	07/21/23	07/25/23	453,438.00	4.78	10,333.13	452,446.38	454,347.00
CITIBANK NA (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	900,000.00	A+	Aa3	10/02/23	10/04/23	895,536.00	5.92	13,346.90	896,531.80	928,012.50
TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.650% 01/05/2029	89236TLL7	205,000.00	A+	A1	01/03/24	01/05/24	204,729.40	4.68	4,660.33	204,778.19	203,602.31
TOYOTA MOTOR CREDIT CORP DTD 01/05/2024 4.650% 01/05/2029	89236TLL7	270,000.00	A+	A1	01/02/24	01/05/24	269,630.10	4.68	6,138.00	269,697.12	268,159.14
AIR PRODUCTS & CHEMICALS (CALLABLE) DTD 02/08/2024 4.600% 02/08/2029	009158BH8	430,000.00	A	A2	02/06/24	02/08/24	429,428.10	4.63	7,857.06	429,521.48	428,019.85
CISCO SYSTEMS INC (CALLABLE) DTD 02/26/2024 4.850% 02/26/2029	17275RBR2	525,000.00	AA-	A1	02/21/24	02/26/24	524,816.25	4.86	8,841.15	524,845.75	528,304.87
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	60,000.00	AA-	Aa3	03/05/24	03/14/24	59,891.40	4.74	838.17	59,907.28	60,053.22
BLACKROCK FUNDING INC (CALLABLE) DTD 03/14/2024 4.700% 03/14/2029	09290DAA9	915,000.00	AA-	Aa3	03/06/24	03/14/24	915,448.35	4.69	12,782.04	915,386.72	915,811.61
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	230,000.00	A+	A1	04/02/24	04/04/24	229,696.40	4.83	2,668.00	229,737.35	231,221.99



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
ADOBE INC (CALLABLE) DTD 04/04/2024 4.800% 04/04/2029	00724PAF6	270,000.00	A+	A1	04/01/24	04/04/24	269,597.70	4.83	3,132.00	269,651.62	271,434.51
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.150% 06/15/2029	63743HFS6	205,000.00	A-	A2	09/09/24	09/16/24	212,941.70	4.24	469.22	212,492.09	207,435.61
NATIONAL RURAL UTIL COOP (CALLABLE) DTD 05/10/2024 5.150% 06/15/2029	63743HFS6	320,000.00	A-	A2	09/09/24	09/16/24	332,563.20	4.23	732.44	331,852.71	323,801.92
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	165,000.00	A	A2	06/17/24	06/25/24	163,935.75	4.90	130.63	164,034.23	165,349.14
HOME DEPOT INC (CALLABLE) DTD 06/25/2024 4.750% 06/25/2029	437076DC3	335,000.00	A	A2	06/18/24	06/25/24	333,160.85	4.88	265.21	333,331.79	335,708.86
AMERICAN HONDA FINANCE DTD 09/05/2024 4.400% 09/05/2029	02665WFO9	500,000.00	A-	A3	09/03/24	09/05/24	499,400.00	4.43	7,088.89	499,435.34	486,133.00
Security Type Sub-Total		13,490,000.00					13,504,112.95	3.40	119,301.94	13,493,488.13	13,302,681.27
Certificate of Deposit											
TORONTO DOMINION BANK NY DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	850,000.00	A-	A2	10/27/22	10/31/22	850,000.00	5.60	8,991.11	850,000.00	859,922.05
NORDEA BANK ABP NEW YORK DTD 11/03/2022 5.530% 11/03/2025	65558UYF3	850,000.00	A-1+	P-1	11/02/22	11/03/22	850,000.00	5.53	7,573.03	850,000.00	859,595.65
Security Type Sub-Total		1,700,000.00					1,700,000.00	5.57	16,564.14	1,700,000.00	1,719,517.70
Bank Note											
MORGAN STANLEY BANK NA (CALLABLE) DTD 07/19/2024 4.968% 07/14/2028	61690U8E3	275,000.00	A+	Aa3	07/17/24	07/19/24	275,000.00	4.97	6,147.90	275,000.00	275,864.05
MORGAN STANLEY BANK NA (CALLABLE) DTD 07/19/2024 4.968% 07/14/2028	61690U8E3	400,000.00	A+	Aa3	07/18/24	07/19/24	400,400.00	4.94	8,942.40	400,344.04	401,256.80
Security Type Sub-Total		675,000.00					675,400.00	4.95	15,090.30	675,344.04	677,120.85



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HAROT 2021-4 A3 DTD 11/24/2021 0.880% 01/21/2026	43815GAC3	29,021.41	NR	Aaa	11/16/21	11/24/21	29,015.29	0.89	7.09	29,019.86	28,795.71
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	15,151.62	AAA	NR	11/09/21	11/17/21	15,148.23	0.75	4.98	15,150.58	15,090.86
CARMX 2021-3 A3 DTD 07/28/2021 0.550% 06/15/2026	14317DAC4	57,808.47	AAA	Aaa	07/21/21	07/28/21	57,798.96	0.56	14.13	57,805.64	57,371.67
GMCAR 2021-3 A3 DTD 07/21/2021 0.480% 06/16/2026	380140AC7	20,325.92	AAA	NR	07/13/21	07/21/21	20,324.67	0.48	4.07	20,325.55	20,241.76
COPAR 2021-1 A3 DTD 10/27/2021 0.770% 09/15/2026	14044CAC6	39,207.09	AAA	Aaa	10/19/21	10/27/21	39,206.36	0.77	13.42	39,206.84	38,814.55
GMCAR 2021-4 A3 DTD 10/21/2021 0.680% 09/16/2026	362554AC1	32,525.31	AAA	Aaa	10/13/21	10/21/21	32,524.48	0.68	9.22	32,525.02	32,222.57
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	255,950.20	AAA	NR	07/12/22	07/20/22	255,944.16	3.97	451.61	255,947.28	255,173.39
FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8	155,000.00	AAA	NR	03/28/23	03/31/23	154,983.83	4.65	320.33	154,989.64	155,193.44
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	385,000.00	AAA	NR	08/15/23	08/22/23	384,920.61	5.42	752.14	384,944.63	388,836.14
DCENT 2023-A1 A DTD 04/11/2023 4.310% 03/15/2028	254683CY9	380,000.00	NR	Aaa	04/04/23	04/11/23	379,977.96	4.31	727.91	379,985.66	379,135.12
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	205,000.00	AAA	NR	06/08/23	06/16/23	204,953.59	4.79	436.42	204,968.15	205,896.67
AMXCA 2023-1 A DTD 06/14/2023 4.870% 05/15/2028	02582JJZ4	225,000.00	AAA	NR	06/07/23	06/14/23	224,980.04	4.87	487.00	224,986.32	226,186.20
DCENT 2023-A2 A DTD 06/28/2023 4.930% 06/15/2028	254683CZ6	420,000.00	AAA	Aaa	06/21/23	06/28/23	419,943.26	4.93	920.27	419,960.50	422,745.54
HAROT 2023-4 A3 DTD 11/08/2023 5.670% 06/21/2028	438123AC5	110,000.00	NR	Aaa	11/01/23	11/08/23	109,980.63	5.67	173.25	109,985.13	111,746.03



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HAROT 2024-1 A3 DTD 02/21/2024 5.210% 08/15/2028	437918AC9	385,000.00	AAA	Aaa	02/13/24	02/21/24	384,983.25	5.21	891.49	384,987.32	388,977.44
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	420,000.00	AAA	Aaa	08/15/23	08/23/23	419,973.96	5.53	1,032.27	419,981.05	424,606.56
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	495,000.00	AAA	NR	09/12/23	09/19/23	494,977.87	5.24	1,150.60	494,763.75	501,299.37
BACCT 2023-A2 A2 DTD 12/14/2023 4.980% 11/15/2028	05522RDH8	230,000.00	NR	Aaa	12/07/23	12/14/23	229,969.11	4.98	509.07	229,975.75	232,215.13
NAROT 2024-A A3 DTD 05/22/2024 5.280% 12/15/2028	65479UAD0	505,000.00	NR	Aaa	05/14/24	05/22/24	504,952.83	5.28	1,185.07	504,958.62	511,867.50
CHAIT 2024-A1 A DTD 01/31/2024 4.600% 01/16/2029	161571HV9	565,000.00	AAA	NR	01/24/24	01/31/24	564,913.95	4.60	1,155.11	564,929.28	566,416.45
WFCIT 2024-A1 A DTD 03/01/2024 4.940% 02/15/2029	92970QAA3	650,000.00	AAA	Aaa	02/21/24	03/01/24	649,823.59	4.95	1,427.11	649,852.41	656,130.15
TAOT 2024-C A3 DTD 07/30/2024 4.880% 03/15/2029	89237QAD2	280,000.00	AAA	NR	07/23/24	07/30/24	279,999.83	4.88	607.29	280,000.00	281,923.60
HAROT 2024-3 A3 DTD 08/21/2024 4.570% 03/21/2029	43813YAC6	430,000.00	NR	Aaa	08/09/24	08/21/24	429,932.45	4.57	545.86	429,937.37	430,332.82
AMXCA 2024-1 A DTD 04/23/2024 5.230% 04/16/2029	02582JKH2	580,000.00	AAA	NR	04/16/24	04/23/24	579,881.10	5.23	1,348.18	579,881.10	588,812.52
BACCT 2024-A1 A DTD 06/13/2024 4.930% 05/15/2029	05522RDJ4	535,000.00	AAA	Aaa	06/06/24	06/13/24	534,969.99	4.93	1,172.24	534,974.80	540,118.35
ALLYA 2024-2 A3 DTD 09/27/2024 4.140% 07/16/2029	02007NAC2	210,000.00	AAA	NR	09/24/24	09/27/24	209,978.29	4.14	386.40	209,980.04	208,519.29
VALET 2024-1 A3 DTD 11/26/2024 4.630% 07/20/2029	92868RAD0	175,000.00	AAA	Aaa	11/19/24	11/26/24	174,983.51	4.63	247.58	174,984.22	175,348.43
COMET 2024-A1 A DTD 09/24/2024 3.920% 09/15/2029	14041NGE5	615,000.00	AAA	NR	09/17/24	09/24/24	614,879.95	3.92	1,071.47	614,886.54	604,394.94



Managed Account Detail of Securities Held

For the Month Ending December 31, 2024

Rancho Cordova - GENERAL FUND - [REDACTED]

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
WFCIT 2024-A2 A DTD 10/24/2024 4.290% 10/15/2029	92970QAE5	330,000.00	AAA	Aaa	10/17/24	10/24/24	329,950.96	4.29	629.20	329,952.94	327,724.32
Security Type Sub-Total		8,734,990.03					8,733,872.71	4.75	17,680.78	8,733,845.99	8,776,136.52
Managed Account Sub-Total		67,360,606.25					65,685,407.02	3.81	336,273.18	66,396,125.75	65,916,640.30
Joint Powers Authority											
CAMP Pool		63,944,990.08	AAA	NR			63,944,990.08		0.00	63,944,990.08	63,944,990.08
Liquid Sub-Total		63,944,990.08					63,944,990.08		0.00	63,944,990.08	63,944,990.08
Securities Sub-Total		\$131,305,596.33					\$129,630,397.10	3.81%	\$336,273.18	\$130,341,115.83	\$129,861,630.38
Accrued Interest											\$336,273.18
Total Investments											\$130,197,903.56

As of December 31, 2024

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Cash and Cash Equivalents										
	Cash and Cash Equivalents	0.000		42,416.86	42,416.86	42,416.86	42,416.86	0.00	0.00	0.06
Total Cash and Cash Equivalents				42,416.86	42,416.86	42,416.86	42,416.86	0.00	0.00	0.06
Corporate Bonds										
166764BW9	CHEVRON CORP 1.554% 11MAY2025 (CALLABLE 11APR25)	1.554	05/11/2025 04/11/2025	1,600,000.00	1,525,696.00	1,591,012.17	1,582,622.24	(8,389.93)	3,453.33	2.32
24422ETC3	JOHN DEERE CAPITAL CORP 3.4% 11SEP2025	3.400	09/11/2025	600,000.00	593,280.00	598,449.23	595,080.64	(3,368.59)	6,233.33	0.90
478160BY9	JOHNSON & JOHNSON 2.45% 01MAR2026 (CALLABLE 01DEC25)	2.450	03/01/2026 12/01/2025	1,000,000.00	949,330.00	978,030.82	977,607.76	(423.06)	8,166.67	1.44
06051GFX2	BANK OF AMERICA CORP 3.5% 19APR2026	3.500	04/19/2026	800,000.00	768,064.00	784,809.35	788,009.65	3,200.30	5,600.00	1.17
023135BX3	AMAZON.COM INC 1% 12MAY2026 (CALLABLE 12APR26)	1.000	05/12/2026 04/12/2026	1,000,000.00	902,520.00	953,972.98	956,739.67	2,766.69	1,361.11	1.37
46625HRS1	JPMORGAN CHASE & CO 3.2% 15JUN2026 (CALLABLE 15MAR26)	3.200	06/15/2026 03/15/2026	1,000,000.00	949,700.00	980,395.32	980,986.58	591.26	1,422.22	1.44
693475AX3	PNC FINANCIAL SERVICES 2.6% 23JUL2026 (CALLABLE 23MAY26)	2.600	07/23/2026 05/24/2026	800,000.00	741,568.00	769,539.61	774,906.58	5,366.97	9,128.89	1.13
037833DN7	APPLE INC 2.05% 11SEP2026 (CALLABLE 11JUL26)	2.050	09/11/2026 07/11/2026	650,000.00	609,082.50	620,378.44	625,292.40	4,913.96	4,071.53	0.93
89236TDR3	TOYOTA MOTOR CREDIT CORP 3.2% 11JAN2027	3.200	01/11/2027	1,100,000.00	1,031,052.00	1,058,687.71	1,070,717.56	12,029.85	16,622.22	1.57
24422EWD7	JOHN DEERE CAPITAL CORP 2.35% 08MAR2027	2.350	03/08/2027	600,000.00	553,404.00	572,557.81	572,508.47	(49.34)	4,425.83	0.84

ITEM 9.10
SECURITIES HELD

As of December 31, 2024

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
437076CA8	HOME DEPOT INC 2.5% 15APR2027 (CALLABLE 15FEB27)	2.500	04/15/2027 02/15/2027	1,500,000.00	1,398,930.00	1,439,402.07	1,435,228.86	(4,173.21)	7,916.67	2.13
91159HHR4	US BANCORP 3.15% 27APR2027 (CALLABLE 27MAR27)	3.150	04/27/2027 03/27/2027	850,000.00	789,072.00	812,336.24	822,501.25	10,165.01	4,760.00	1.20
194162AN3	COLGATE-PALMOLIVE CO 3.1% 15AUG2027 (CALLABLE 15JUL27)	3.100	08/15/2027 07/15/2027	1,567,000.00	1,501,091.98	1,525,366.93	1,515,946.45	(9,420.48)	18,351.31	2.28
037833DB3	APPLE INC 2.9% 12SEP2027 (CALLABLE 12JUN27)	2.900	09/12/2027 06/12/2027	900,000.00	850,563.00	871,849.58	865,637.65	(6,211.93)	7,902.50	1.29
89236TKL8	TOYOTA MOTOR CREDIT CORP 5.45% 10NOV2027	5.450	11/10/2027	500,000.00	512,655.00	508,286.49	511,693.63	3,407.14	3,860.42	0.78
02665WED9	AMERICAN HONDA FINANCE 4.7% 12JAN2028	4.700	01/12/2028	600,000.00	611,328.00	607,350.07	598,499.22	(8,850.85)	13,238.33	0.93
02665WEM9	AMERICAN HONDA FINANCE 5.125% 07JUL2028	5.125	07/07/2028	700,000.00	713,811.00	710,801.57	704,769.91	(6,031.66)	17,339.58	1.08
931142ES8	WALMART INC 1.5% 22SEP2028 (CALLABLE 22JUL28)	1.500	09/22/2028 07/22/2028	1,000,000.00	901,490.00	902,578.91	898,238.84	(4,340.07)	4,125.00	1.37
17325FBB3	CITIBANK NA 5.803% 29SEP2028 (CALLABLE 29AUG28)	5.803	09/29/2028 08/29/2028	1,000,000.00	1,033,740.00	1,026,792.93	1,031,125.31	4,332.38	14,829.89	1.57
61747YFA8	MORGAN STANLEY 5.123% 01FEB2029 (CALLABLE 01FEB28)	5.123	02/01/2029 02/01/2028	800,000.00	800,040.00	800,030.97	802,221.35	2,190.38	17,076.67	1.22
17275RBR2	CISCO SYSTEMS INC 4.85% 26FEB2029 (CALLABLE 26JAN29)	4.850	02/26/2029 01/26/2029	1,000,000.00	998,640.00	998,819.18	1,006,294.54	7,475.36	16,840.28	1.52

SECURITIES HELD

As of December 31, 2024

ITEM 9.10

FRANCISCO CORDOVA

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Corporate Bonds										
61747YFF7	MORGAN STANLEY 5.449% 20JUL2029 (CALLABLE 20JUL28)	5.449	07/20/2029 07/20/2028	500,000.00	515,760.00	514,388.59	505,541.39	(8,847.20)	12,184.57	0.78
Total Corporate Bonds				20,067,000.00	19,250,817.48	19,625,836.97	19,622,169.95	(3,667.02)	198,910.35	29.26
Government Agencies										
3130AL2A1	FEDERAL HOME LOAN BANK 0.5% 10FEB2025 CALLABLE	0.500	02/10/2025	1,000,000.00	1,002,860.00	1,000,000.00	995,780.24	(4,219.76)	1,958.33	1.52
3137EAEX3	FREDDIE MAC 0.375% 23SEP2025	0.375	09/23/2025	1,100,000.00	1,017,610.00	1,066,248.33	1,069,758.53	3,510.20	1,122.92	1.55
3133ENP95	FEDERAL FARM CREDIT BANK 4.25% 30SEP2025	4.250	09/30/2025	1,150,000.00	1,151,759.50	1,150,441.10	1,149,713.60	(727.50)	12,218.75	1.75
3133EPYK5	FEDERAL FARM CREDIT BANK 5.125% 10OCT2025	5.125	10/10/2025	1,100,000.00	1,101,749.00	1,100,705.65	1,106,752.06	6,046.41	12,684.38	1.67
3133EPMB8	FEDERAL FARM CREDIT BANK 4.125% 08DEC2025	4.125	12/08/2025	1,500,000.00	1,484,865.00	1,494,245.64	1,498,958.21	4,712.57	3,953.13	2.26
3133EPCF0	FEDERAL FARM CREDIT BANK 4.5% 02MAR2026	4.500	03/02/2026	1,100,000.00	1,120,416.00	1,108,213.11	1,103,389.99	(4,823.12)	16,362.50	1.70
3133EPHH1	FEDERAL FARM CREDIT BANK 4% 28APR2026	4.000	04/28/2026	900,000.00	906,378.30	902,854.71	897,441.32	(5,413.39)	6,300.00	1.38
3130AN4T4	FEDERAL HOME LOAN BANK 0.875% 12JUN2026	0.875	06/12/2026	1,000,000.00	903,900.00	953,205.04	952,778.59	(426.45)	461.81	1.37
3130AWLZ1	FEDERAL HOME LOAN BANK 4.75% 12JUN2026	4.750	06/12/2026	1,150,000.00	1,146,607.50	1,148,223.79	1,157,258.56	9,034.77	2,882.99	1.74
3133EPNG6	FEDERAL FARM CREDIT BANK 4.375% 23JUN2026	4.375	06/23/2026	1,000,000.00	1,000,360.00	1,000,177.17	1,001,347.46	1,170.29	972.22	1.52

ITEM 9.10
SECURITIES HELD

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Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Agencies										
3133ENV72	FEDERAL FARM CREDIT BANK 4.5% 27JUL2026	4.500	07/27/2026	1,000,000.00	998,761.20	999,478.55	1,003,410.10	3,931.55	19,250.00	1.52
3130APJH9	FEDERAL HOME LOAN BANK 1.5% 28OCT2026 (CALLABLE 28JAN25) #0006	1.500	10/28/2026 01/28/2025	1,300,000.00	1,178,866.00	1,241,478.58	1,245,812.11	4,333.53	3,412.50	1.79
3133EPK79	FEDERAL FARM CREDIT BANK 4.375% 07DEC2026	4.375	12/07/2026	1,250,000.00	1,245,867.50	1,247,342.85	1,251,258.09	3,915.24	3,645.83	1.89
3133ERGT2	FEDERAL FARM CREDIT BANK 4.5% 11JUN2027	4.500	06/11/2027	1,000,000.00	1,000,520.00	1,000,424.19	1,004,188.53	3,764.34	2,500.00	1.52
3130ATUS4	FEDERAL HOME LOAN BANK 4.25% 10DEC2027	4.250	12/10/2027	1,200,000.00	1,206,438.70	1,203,931.46	1,198,194.59	(5,736.87)	2,975.00	1.83
3133EN5N6	FEDERAL FARM CREDIT BANK 4% 06JAN2028	4.000	01/06/2028	900,000.00	904,194.00	902,571.81	891,236.17	(11,335.64)	17,500.00	1.37
3130ATS57	FEDERAL HOME LOAN BANK 4.5% 10MAR2028	4.500	03/10/2028	1,000,000.00	1,014,989.00	1,009,570.99	1,003,671.01	(5,899.98)	13,875.00	1.54
3130AWC24	FEDERAL HOME LOAN BANK 4% 09JUN2028	4.000	06/09/2028	1,000,000.00	999,822.81	999,877.35	986,860.23	(13,017.12)	2,444.44	1.52
3130AVBD3	FEDERAL HOME LOAN BANK 4.5% 09MAR2029	4.500	03/09/2029	1,000,000.00	989,580.00	991,076.17	1,002,106.48	11,030.31	14,000.00	1.50
3130B1BC0	FEDERAL HOME LOAN BANK 4.625% 08JUN2029	4.625	06/08/2029	600,000.00	609,150.00	608,265.52	605,331.67	(2,933.85)	1,772.92	0.93
Total Government Agencies				21,250,000.00	20,984,694.51	21,128,332.01	21,125,247.54	(3,084.47)	140,292.72	31.89
Government Bonds										
91282CGU9	USA TREASURY 3.875% 31MAR2025	3.875	03/31/2025	1,000,000.00	984,143.98	997,801.17	998,976.56	1,175.39	9,793.96	1.50

ITEM 9.10
SECURITIES HELD

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Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Bonds										
9128284M9	USA TREASURY 2.875% 30APR2025	2.875	04/30/2025	1,000,000.00	965,862.73	993,966.90	995,335.94	1,369.04	4,844.61	1.47
912828XZ8	USA TREASURY 2.75% 30JUN2025	2.750	06/30/2025	1,100,000.00	1,059,999.78	1,090,294.85	1,092,110.93	1,816.08	0.00	1.61
912828Y79	USA TREASURY 2.875% 31JUL2025	2.875	07/31/2025	1,000,000.00	964,534.60	990,248.16	992,216.80	1,968.64	11,953.13	1.47
91282CAJ0	USA TREASURY 0.25% 31AUG2025	0.250	08/31/2025	1,400,000.00	1,279,250.00	1,374,813.52	1,363,496.09	(11,317.43)	1,179.56	1.94
9128285J5	USA TREASURY 3% 31OCT2025	3.000	10/31/2025	750,000.00	739,660.72	747,285.72	742,382.81	(4,902.91)	3,791.44	1.12
9128285N6	USA TREASURY 2.875% 30NOV2025	2.875	11/30/2025	1,000,000.00	962,347.10	985,917.06	987,703.12	1,786.06	2,448.49	1.46
9128286F2	USA TREASURY 2.5% 28FEB2026	2.500	02/28/2026	750,000.00	713,645.09	731,293.10	735,263.67	3,970.57	6,319.06	1.08
912828YD6	USA TREASURY 1.375% 31AUG2026	1.375	08/31/2026	1,000,000.00	913,909.60	955,147.42	954,257.81	(889.61)	4,633.98	1.39
91282CCZ2	USA TREASURY 0.875% 30SEP2026	0.875	09/30/2026	1,000,000.00	899,612.73	946,538.33	943,632.81	(2,905.52)	2,211.54	1.37
91282CDK4	USA TREASURY 1.25% 30NOV2026	1.250	11/30/2026	1,000,000.00	906,487.73	948,081.75	945,351.56	(2,730.19)	1,064.56	1.38
91282CDQ1	USA TREASURY 1.25% 31DEC2026	1.250	12/31/2026	1,000,000.00	904,104.91	945,691.69	943,085.94	(2,605.75)	0.00	1.37
91282CEC1	USA TREASURY 1.875% 28FEB2027	1.875	02/28/2027	1,000,000.00	922,698.66	954,788.17	951,210.94	(3,577.23)	6,319.06	1.40

ITEM 9.10
SECURITIES HELD

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Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Bonds										
91282CET4	USA TREASURY 2.625% 31MAY2027	2.625	05/31/2027	1,100,000.00	1,031,253.68	1,055,823.85	1,058,835.93	3,012.08	2,459.14	1.57
91282CEW7	USA TREASURY 3.25% 30JUN2027	3.250	06/30/2027	1,300,000.00	1,255,875.45	1,272,523.95	1,269,378.90	(3,145.05)	0.00	1.91
91282CFB2	USA TREASURY 2.75% 31JUL2027	2.750	07/31/2027	600,000.00	563,791.07	574,583.60	577,781.25	3,197.65	6,860.05	0.86
91282CFM8	USA TREASURY 4.125% 30SEP2027	4.125	09/30/2027	1,300,000.00	1,294,723.11	1,294,728.37	1,294,718.75	(9.62)	13,553.57	1.97
91282CFU0	USA TREASURY 4.125% 31OCT2027	4.125	10/31/2027	850,000.00	843,893.47	845,944.67	846,546.88	602.21	5,908.32	1.28
91282CHA2	USA TREASURY 3.5% 30APR2028	3.500	04/30/2028	1,000,000.00	970,628.35	974,812.46	974,648.44	(164.02)	5,897.79	1.48
91282CHX2	USA TREASURY 4.375% 31AUG2028	4.375	08/31/2028	2,100,000.00	2,105,010.94	2,104,059.07	2,101,394.53	(2,664.54)	30,963.40	3.20
91282CJF9	USA TREASURY 4.875% 31OCT2028	4.875	10/31/2028	1,250,000.00	1,275,297.16	1,271,169.17	1,272,314.45	1,145.28	10,268.47	1.94
91282CES6	USA TREASURY 2.75% 31MAY2029	2.750	05/31/2029	940,000.00	901,007.84	903,792.99	878,753.13	(25,039.86)	2,201.51	1.37
91282CFJ5	USA TREASURY 3.125% 31AUG2029	3.125	08/31/2029	1,100,000.00	1,077,359.15	1,078,566.66	1,041,777.34	(36,789.32)	11,584.95	1.64
91282CFL0	USA TREASURY 3.875% 30SEP2029	3.875	09/30/2029	1,200,000.00	1,183,316.52	1,183,838.46	1,173,750.00	(10,088.46)	11,752.75	1.80

ITEM 9.10
SECURITIES HELD

As of December 31, 2024

Cusip	Description	Coupon	Maturity/ Call date	Par value or shares	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Total accrued interest	% Port cost
Government Bonds										
91282CLR0	USA TREASURY 4% 31OCT2029	4.125	10/31/2029	800,000.00	800,690.18	800,679.02	790,687.50	(9,991.52)	5,560.77	1.22
Total Government Bonds				26,540,000.00	25,519,104.55	26,022,390.11	25,925,612.08	(96,778.03)	161,570.11	38.78
Grand total				67,899,416.86	65,797,033.40	66,818,975.95	66,715,446.43	(103,529.52)	500,773.18	100.00

MEMORANDUM



ITEM 10.1.

DATE: March 17, 2025
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Finance Manager
SUBJECT: **RESOLUTIONS AND AN ORDINANCE RELATED TO THE FORMATION OF THE CITY OF RANCHO CORDOVA PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1**

RECOMMENDATION

Adopt the Resolutions and waive first reading and introduce the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of these items would complete the formation of City of Rancho Cordova The Preserve Community Facilities District 2025-1 (the "CFD") and authorize a landowner vote which, if successfully passed, authorizes the levy of a special tax. The special tax levy associated with this CFD is for the purpose of financing the acquisition and construction of, and the payment of fees for, the public facilities in and for the Community Facilities District. There is no financial impact to existing residents.

BACKGROUND

At the meeting on February 3, 2025, the City initiated the process of forming the City of Rancho Cordova The Preserve Community Facilities District 2025-1 for the Preserve Development Project; a project consists of 98 acres and is located north of Douglas Boulevard, east of Sunrise Boulevard, and north of the North Douglas subdivisions. The development anticipates a total of 439 single-family homes. While the CFD will be formed over the full development project, the CFD will be phased in through the use of Improvement Areas. The first Improvement Area will include 259 single-family homes with lots ranging in size from 45' x 90' to 55' x 105' in size. Through the subdivision map and entitlement process, the CFD properties will be required to construct all appropriate infrastructure. CFDs are commonly used throughout California to finance infrastructure and services in new development areas. The CFD program simply provides a funding mechanism for a part of the total costs. The balance of the costs will be paid by the developer.

The Preserve CFD is proposed to have a facilities special tax that will be levied on residential property within the development until all bonds issued by the district have been fully repaid. The facilities special tax within Improvement Area 1 will range between \$1,268 - \$2,053 per single-family lot in the base year (Fiscal Year 2024-25), and will increase at a rate of 2% per year for the life of the tax. The special tax will be authorized to support up to \$23,800,000 in bonds, the proceeds of which will be used to finance the acquisition and construction of, and the payment

of fees for, public facilities in and for the Community Facilities District.

The Resolution of Intention adopted by the City Council on February 3, 2025, set for March 17, 2025, at 5:30 p.m., or as soon thereafter as the matter may be heard, for the hearing on the actual formation of the CFD and the levy of the special tax and the sale of bonds.

The documents attached to this report will complete the formation and levy the special tax. The following descriptions correspond to the Item numbers in the Attachments listing below:

1. A Resolution of Formation of Community Facilities District. This officially forms the CFD, authorizes the special taxes to be collected and calls for the required property owner vote on the levy of taxes and the establishment of an appropriations limit for the CFD (under Article XIIIB of the Constitution). The Exhibit(s) to this resolution show the facilities and impact fees to be financed and the formula by which the special taxes will be levied in the CFD.

2. A Resolution Determining Necessity to Incur Bonded Indebtedness Within Community Facilities District. This makes the determination to issue bonds to be financed by the special taxes. The amount is a “not to exceed” amount and includes amounts to cover improvements to be financed in later series of bonds. This resolution also calls for the required landowner vote on the issuance of bonds.

3. A Resolution Calling a Special Election. This sets the election for March 3, 2025, and provides the form of the special ballot to be used by the landowner-voter. Calling the election and actually having the election on the same night is allowed under CFD law due to the fact that all the landowners in the CFD have waived certain time requirements for proceeding to the election.

4. A Resolution Declaring Results of the Special Election and Directing Recording of Notice of Special Tax Lien. This is for adoption by the Council after the vote is announced by the City Clerk. It confirms the outcome of the property owner election for the CFD. Attached to it is a copy of the official Canvass and Statement of Result of Election to be completed by the Clerk for the City’s record in connection with the opening of ballots and announcement of results. This resolution also directs the filing of the Notice of Special Tax Lien against the lands in the CFD to allow collection of the special tax on each property.

5. An Ordinance Levying Special Taxes Within City of Rancho Cordova The Preserve Community Facilities District 2025-1. Under the law, the Council must levy the special taxes by ordinance. Under the ordinance, the levy is made once by the adoption of this ordinance, and, in each year hereafter, the process of determining the special taxes and processing the collection is done administratively by the Administrative Services Director (or a consultant) and no further Council action is needed.

6. Certificate of City Clerk Regarding Waiver (of Certain Election Requirements) and Consent. This is to be completed by the City Clerk for the City’s record in connection with the ballot/election procedure and acknowledges receipt of waivers from the property owner(s).

7. Notice of Special Tax Lien. This is the document to be completed by the Clerk and recorded with the County Recorder subsequent to the meeting. It establishes a lien in favor of the City to allow for the collection and enforcement of the special taxes.

8. CFD Report. This is the required report that shows the facilities (public improvements) to be

financed by the CFD. The City was directed to prepare this report by the first Resolution of Intention adopted for the CFD on February 3, 2025. It shows the estimated costs of the various facilities along with the costs to issue the bonds and to administer the CFD. A copy of this report has been filed with the City Clerk as part of the proceedings.

Taking the above actions will conclude the formation process for the CFD. The approval of bond documentation, which provides for the issuance of the anticipated CFD bonds, will be the subject of a future meeting.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact to the City. Any special tax bonds to be issued on behalf of the CFD are secured solely by the special tax levies within the District and are not debt of the City's general fund.

ATTACHMENT(S)

1. Resolution of Formation
2. Resolution to Incur Bonded Indebtedness
3. Resolution Calling a Special Election
4. Resolution Declaring Election Results
5. Ordinance Levying Special Taxes
6. City Clerks Waiver
7. Notice Spec Tax Lien
8. CFD Report

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, TO FORM THE CITY OF RANCHO CORDOVA THE PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1, DESIGNATE AN IMPROVEMENT AREA AND FUTURE ANNEXATION AREA THEREIN, AND TO AUTHROIZE THE LEVY OF SPECIAL TAXES IN THE DISTRICT

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") on February 3, 2025, adopted a resolution of intention titled "A Resolution of Intention of the City Council of the City of Rancho Cordova to Form The Preserve Community Facilities District No. 2025-1, Designate an Initial Improvement Area Therein and Establish a Future Annexation Area, and Levy Special Taxes Therein to Finance the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District" (the "Resolution of Intention") to (i) establish of the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the "CFD") within the City, (ii) designate therein "Improvement Area No. 1 of City of Rancho Cordova The Preserve Community Facilities District No. 2025-1" ("Improvement Area No. 1"), and (iii) establish a "City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (Future Annexation Area)" (the "Future Annexation Area"), all pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, the Resolution of Intention incorporates a map of the proposed boundaries of the CFD, Improvement Area No. 1, and the Future Annexation Area, states the facilities to be provided, the cost of providing such facilities and the rate and method of apportionment of the special tax to be levied within the CFD to finance such facilities, including to pay principal of and interest on bonds proposed to be issued with respect to the CFD, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, the facilities to be provided as stated in the Resolution of Intention are set forth in Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, the City Council noticed a public hearing to be held on March 17, 2025, regarding the determination to proceed with the formation of the CFD, Improvement Area No. 1, and the Future Annexation Area, the authorization of certain public facilities to be paid for in whole or in part by the CFD and the respective rate and method of apportionment of the special tax to be levied within Improvement Area No. 1, to pay the cost of the facilities, the principal and interest on the proposed bonded indebtedness in Improvement Area No. 1, and the administrative costs of the City relative to the CFD, all pursuant to the Act and the Resolution of Intention; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, Improvement Area No. 1, and the Future Annexation Area, the facilities to be provided therein and the levy of said special tax were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to the City Council on said matters before it, including a report caused to be prepared by the Administrative Services Director of the City (the "Report") as to the facilities to be provided in the CFD and the costs thereof and incidental expenses related thereto, a copy of which is on file with the City Clerk, and the City Council at the conclusion of said hearing is fully advised in the premises; and

WHEREAS, written protests with respect to the formation of the CFD and the designation therein of Improvement Area No. 1, the furnishing of specified types of facilities and the rate and method of apportionment of the special taxes have not been filed with the City Clerk by fifty percent or more of the registered voters residing within the territory of the CFD and Improvement Area No. 1 or property owners of one-half or more of the area of land within the CFD and Improvement Area No. 1 not exempt from the proposed special tax; and

WHEREAS, the special tax proposed to be levied in Improvement Area No. 1 to pay for the proposed facilities to be provided therein, and the rate and method of apportionment for Improvement Area No. 1 which is set forth in Exhibit B hereto, has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of Improvement Area No. 1 or the owners of one-half (1/2) or more of the area of land within Improvement Area No. 1 not exempt from the special tax; and

WHEREAS, the City Council desires to form the CFD and approve related matters, all as authorized by and in accordance with the Act.

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

1. The foregoing recitals are true and correct.
2. The formation of the CFD and proposed special tax to be levied within the CFD and Improvement Area No. 1 therein has not been precluded by majority protest pursuant to section 53324 of the Act.
3. The community facilities district designated "City of Rancho Cordova The Preserve Community Facilities District No. 2025-1" of the City is hereby established pursuant to the Act.

The improvement area designated "Improvement Area No. 1 of City of Rancho Cordova The Preserve Community Facilities District No. 2025-1" is hereby established pursuant to the Act.

The future annexation area designated "City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (Future Annexation Area)" is hereby established pursuant to the Act.

4. The boundaries of the CFD, Improvement Area No. 1, and the Future Annexation Area, are shown on proposed boundary map on file with the City Clerk, which was approved by the Resolution of Intention and filed for record on February 27, 2025 in Book 146 of Maps of Assessment and Community Facilities Districts at Page 3 in the Office of the County Recorder of the County of Sacramento as document number 2025-02270425 of the Maps of Assessment and Community Facilities Districts are hereby approved, are incorporated herein by reference,

and shall be the initial boundaries of the CFD, Improvement Area No. 1 and the Future Annexation Area, respectively.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings. The Council hereby determines that any property for which the owner or owners execute a Unanimous Approval shall be added to the CFD, either into an existing improvement area or a Future Improvement Area (defined herein), and the Secretary shall record an amendment to the notice of special tax lien for Improvement Area No. 1 pursuant to Section 3117.5 of the Streets & Highways Code, or a new notice of special tax lien pursuant to Section 3114.5, as appropriate.

5. The type of public facilities proposed to be financed by the CFD and Improvement Area No. 1 shall consist of those items listed as facilities in Exhibit A hereto and by this reference incorporated herein (the "Facilities"). The listing includes incidental expenses incurred and to be incurred in connection with the CFD and the issuance of bonds. The financing of the costs of Facilities may include, without limitation, the payment of principal of and interest on bonds, together with all direct, indirect periodic, and/or other related costs (including, without limitation, costs of administering the CFD, levying the Special Tax and administering the bonds, and establishing and replenishing reserve funds).

For Future Improvement Areas, the type of public facilities to be financed by such improvement area may consist of facilities different than the Facilities if the annexed territory is designated as a separate improvement area. Any facilities in addition to or instead of the Facilities shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD from the Future Annexation Area, and shall be effective without the need for additional Council approval.

6. Special Tax.

a. Except to the extent that funds are otherwise available to the Improvement Areas to pay for the Facilities, to pay the principal and interest on bonds and other debt (as defined in the Act) of the City to finance the Facilities, to the repayment of funds advanced by the City for the CFD and including the repayment under any agreement (which shall not constitute a debt or liability of the City) of advances of funds or reimbursement for the lesser of the value or cost of work in-kind provided by any person for the CFD, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property is intended to be levied annually and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

b. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within Improvement Area No. 1, in sufficient detail to allow each landowner within Improvement Area No. 1 to estimate the maximum amount such owner will have to pay, is attached hereto as Exhibit B to this Resolution and hereby incorporated herein (the "Rate and Method"). The Special Tax for Improvement Area No 1 (the "Improvement Area No. 1 Special Tax") shall not be levied in Improvement Area No. 1 after the 2064-65 fiscal year, except that an Improvement Area No. 1 Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the Improvement Area No. 1 Special Tax levied against any parcel in Improvement Area No. 1 used for private residential purposes be increased as a consequence

of delinquency or default by the owner of any other parcel or parcels within Improvement Area No. 1 by more than 10 percent.

The proposed rate and method of apportionment of the Special Tax among the parcels of real property within a Future Improvement Area, in sufficient detail to allow each landowner within such Future Improvement Area to estimate the maximum amount such owner will have to pay, shall be set forth in the applicable Unanimous Approval. The Special Tax shall not be levied in a Future Improvement Area after the fiscal year identified in the rate and method for such Future Improvement Area, except that a special tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years. Under no circumstances shall the special tax levied against any parcel in a Future Improvement Area for private residential purposes be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within such Future Improvement Area by more than 10 percent.

For Future Improvement Areas, a different rate and method may be adopted than the Rate and Method adopted for Improvement Area No. 1 if the annexed territory is designated as a separate improvement area. No supplements to the Rate and Method for any of the Improvement Areas and no new rate and method will cause the maximum tax rate in the then-existing territory of the CFD (including Improvement Area No. 1) to increase without a vote as required by the Act. The designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the rate and method of apportionment of special tax for such improvement area and the appropriations limit for such improvement area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD from the Future Annexation Area. The annexation and related matters described in the Unanimous Approval shall be implemented and completed without the need for Council approval as long as the following conditions are met:

- (i) The rate and method of apportionment of special tax for the new improvement area is prepared by a special tax consultant retained by the City.
- (ii) The rate and method of apportionment of special tax for the new improvement area substantially complies (unless compliance is waived by the City) with the City's local goals and policies concerning the use of the Act.
- (iii) The rate and method of apportionment of special tax for the new improvement area includes a mechanism that protects against revenue loss after bonds are issued as a result of land use changes.
- (iv) The Special Tax proposed to pay for the Facilities to be supplied within the territory annexed will be equal to the Special Taxes levied to pay for the same Facilities in previously-existing areas of the CFD and Improvement Area No. 1, except that (a) a higher Special Tax may be levied on territory annexing into the CFD to pay for the same Facilities to compensate for the interest and principal previously paid from Special Taxes in the original area of the CFD and Improvement Area No. 1, less any depreciation allocable to the financed Facilities, and (b) a higher Special Tax may be levied on territory annexing into the CFD to pay for new or additional Facilities, with or without bond financing.

c. Territory in the Future Annexation Area will be annexed into the CFD and a special tax will be levied on such territory only with the Unanimous Approval of the owner or

owners of each parcel or parcels at the time that parcel or those parcels are annexed into the CFD. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities and/or the principal and interest as it becomes due on bonds of the CFD issued to finance the Facilities, a Special Tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the Future Annexation Area, is intended to be levied annually within the Future Annexation Area, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

d. This Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to *ad valorem* property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD and the Improvement Areas.

7. It is hereby found and determined that the Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring in the CFD, Improvement Area No. 1, and the Future Annexation Area.

8. The office of the Administrative Services Director of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670 (916-851-8730) is designated as the office responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number, estimating future special tax levies and for establishing procedures to promptly respond to inquiries regarding estimates of future special tax levies. The City may contract with outside consultants to provide this service in lieu of the Administrative Services Director.

9. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in Improvement Area No. 1, and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City ceases. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property annexed to the CFD from the Future Annexation Area, and this lien shall continue in force and effect until the special tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the tax by the City ceases.

10. In accordance with the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, shall be preliminarily established for the CFD in the amount of \$23,800,000, of which the annual appropriations limit for the territory within Improvement Area No. 1 is hereby preliminarily established at \$13,700,000, and the annual appropriations limit for the territory within the Future Annexation Area, once annexed to the CFD, is preliminarily established at \$10,100,000. The proposition establishing said annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of the Act.

The designation as an improvement area of any territory annexing to the CFD, the maximum amount of bonded indebtedness and other debt for such improvement area, the rate and method of apportionment of special tax for such improvement area and the appropriations

limit for such improvement area shall be identified and approved in the Unanimous Approval executed by property owners in connection with their annexation to the CFD.

11. Pursuant to the provisions of the Act, the proposition of the levy of the Improvement Area No. 1 Special Tax and the proposition of the establishment of the appropriations limit for Improvement Area No. 1 specified above shall be submitted to the qualified electors of Improvement Area No. 1 at an election. The time, place and conditions of the election shall be as specified by a separate resolution of the Council. The qualified electors for the election to be held in these proceedings shall be the landowners owning land within the CFD. The City Council will conduct the election by mailed ballot and hereby designates the City Clerk as the official to conduct the mailed-ballot election. Certain election formalities may be waived by the electors.

12. Section 53314.9 of the Act provides that, either before or after formation of the CFD, the City may accept work in-kind from any source, including, but not limited to, private persons or private entities, may provide, by resolution, for the use of that work in-kind for any authorized purpose and the Council may enter into an agreement (an "Acquisition Agreement"), by resolution, with the person or entity advancing the work in-kind, to reimburse the person or entity for the value, or cost, whichever is less, of the work in-kind, as determined by the Council, with or without interest, under the conditions specified in the Act. Any work in-kind must be performed or constructed as if the work had been performed or constructed under the direction and supervision, or under the authority of, the City.

Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by a public agency other than the agency that created the district, or services to be provided by a public agency other than the agency that created the district, or any combination, only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to this section. The Administrative Services Director of the City and each other authorized officer of the City is hereby authorized and directed to enter into joint community facilities agreements with the County and any other entity that will own or operate any of the Facilities, as may be necessary to comply with the provisions of Section 53316.2(a) and (b) of the Act. The Council hereby declares that such joint agreements will be beneficial to owners of property in the area of the CFD.

13. Any bonds issued in these proceedings shall be callable in accordance with the provisions of the Act and as more specifically to be set forth in any resolution providing for the form, execution and issuance of bonds.

14. This City Council now finds and determines that all proceedings up to and including the adoption of this Resolution were and are valid and in conformity with the requirements of the Act. This determination and finding is final and conclusive in accordance with Government Code Section 53325.1.

ITEM 10.1.

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 17th day of March 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

EXHIBIT A - CFD Facilities

EXHIBIT B - Rate and Method of Apportionment

EXHIBIT A**LIST OF AUTHORIZED FACILITIES
FOR THE COMMUNITY FACILITIES DISTRICT**

The Facilities and Services shown below are authorized to be financed by the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the, "CFD").

Facilities

The Facilities which are proposed to be financed with the proceeds of the sales of bonds of the proposed CFD, or the payment of the fees to the appropriate jurisdiction with respect to such facilities proposed to be financed with the proceeds of the sale of bonds of the proposed CFD, are generally described as follows:

- Grantline Road & Raymer Way Traffic Signal

Impact, Development Agreement and Specific Plan Fees for Facilities

- City Transportation Impact Fee
- City Community Facilities Fee
- Sacramento County Regional Sanitation (Expansion) Fee
- Sacramento County Water Agency Zone 40 Fee

Other

- Any other facilities serving substantially the same purpose as the above described facilities.
- Any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing District facilities that are primarily for the benefit of the District, or 2) repair or rehabilitate existing District facilities.

The foregoing description of the type of Facilities eligible to be financed is general in nature and includes any appurtenant work and incidental expenses related to the Facilities. The final nature and location of the facilities will be determined upon the preparation of final plans and specifications for such facilities.

Incidentals

The bond related expenses authorized include the City, underwriters discount, financial advisor, appraisals, reserve fund balance, capitalized interest, bond counsel, disclosure counsel, special tax consultant, bond and official statement printing and all other incidental expenses.

CFD formation costs and administrative fees include those of the City, the CFD, the bond trustee or fiscal agent, legal counsel, the special tax consultant and other costs related to the CFD or the Bonds.

EXHIBIT B

Rate and Method of Apportionment of Special Tax

IMPROVEMENT AREA NO. 1 OF PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1
CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA, STATE OF CALIFORNIA, DEEMING IT NECESSARY TO INCUR
BONDED INDEBTEDNESS IN THE CITY OF RANCHO CORDOVA
THE PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1**

WHEREAS, the City Council (the “City Council”) of the City of Rancho Cordova (the “City”) on February 3, 2025, adopted a resolution of intention titled “A Resolution of Intention of the City Council of the City of Rancho Cordova to Form The Preserve Community Facilities District No. 2025-1, Designate an Initial Improvement Area Therein and Establish a Future Annexation Area, and Levy Special Taxes Therein to Finance the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District” (the “Resolution of Intention”) to (i) establish the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the “CFD”) of the City, (ii) designate therein “Improvement Area No. 1 of the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1” (“Improvement Area No. 1”), and (iii) establish a “City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (Future Annexation Area)” (the “Future Annexation Area”), all pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”); and

WHEREAS, the City Council has also adopted on February 3, 2025, a resolution titled “A Resolution of Intention of the City Council of the City of Rancho Cordova to Incur Bonded Indebtedness for the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 to Finance the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District” (the “Resolution of Intention to Incur Indebtedness”), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$23,800,000 upon the security of the special tax to be levied within the CFD pursuant to the Act; and stating its intention to incur bonded indebtedness within the boundaries of the CFD for the purpose of financing the costs of certain facilities specified in the Resolution of Intention; and

WHEREAS, also in the Resolution of Intention, this Council determined that it may be necessary to designate additional improvement areas in the CFD as a result of the annexation of territory from the Future Annexation Area (each, a “Future Improvement Area”) and to incur bonded indebtedness within the boundaries of the Future Improvement Area; and

WHEREAS, the City Council noticed a public hearing to be held on March 17, 2025, and pursuant to the Act and the Resolution of Intention, has held the public hearing relative to the matters material to the questions set forth in the Resolution of Intention and the Resolution of Intention to Incur Indebtedness, as required by the Act; and

WHEREAS, subsequent to the public hearing, the City Council adopted on March 17, 2025, a resolution titled “A Resolution of the City Council of the City of Rancho Cordova to Form the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1, Designate an Improvement Area and Future Annexation Area Therein, and to Authorize the Levy of Special Taxes in the District” (the “Resolution of Formation”); and

WHEREAS, the City Council has also held a noticed public hearing as required by the Act relative to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness; and

WHEREAS, No written protests with respect to the matters material to the questions set forth in the Resolution of Intention to Incur Indebtedness have been filed with the City Clerk.

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

1. The foregoing recitals are true and correct.

2. The City Council deems it necessary to incur bonded indebtedness for the CFD in an amount not to exceed \$23,800,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, the bonded indebtedness limit is \$13,700,000 and (ii) for land within the Future Annexation Area (the "Future Improvement Area, the bonded indebtedness limit is not to exceed \$10,100,000 (the "Future Improvement Area Indebtedness Limit"), provided that prior to any land in Improvement Area No. 1 becoming Developed Property (as defined in the Rate and Method) and prior to the first sale of bonds, the Administrative Services Director of the City may change the allocation upon receiving the affirmative vote of such owner to the reallocation. Indebtedness subject to the Authorization shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act.

Parcels within the Future Annexation Area shall be annexed only with the unanimous consent (each, a "Unanimous Consent") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed to the CFD, without any requirement for further public hearings or additional proceedings. Upon designation of a parcel or parcels annexed into the CFD from the Future Annexation Area as a Future Improvement Area, the Unanimous Consent shall include an authorization to incur bonded indebtedness for such Future Improvement Area in a maximum amount which does not cause the bonded indebtedness for the CFD to exceed the Authorization, and which limit shall be set forth in a Unanimous Consent. Such allocation may be made without any requirement for further public hearings, Council action or other additional proceedings, and the City shall include the Unanimous Consent in the records for the CFD.

3. The whole of Improvement Area No. 1 shall pay for the bonded indebtedness and other debt issued by the City for Improvement Area No. 1 through the levy of the special tax. The tax shall be apportioned in accordance with the formula set forth in Exhibit B to the Resolution of Formation. The whole of each Future Improvement Area shall pay for the bonded indebtedness and other debt issued by the City for such Future Improvement Area through the levy of the special tax. The tax shall be apportioned in accordance with the formula approved via unanimous approval of parcel(s) annexing into such Future Improvement Area from the Future Annexation Area.

4. Indebtedness in the maximum amount set forth in Section 2 of this Resolution is hereby authorized for Improvement Area No. 1, subject to voter approval. The bonds and other debt may be issued in one or more series and mature and bear interest at such rate or rates, payable semiannually or in such other manner, all as this Council or its designee shall determine, at the time or times of sale of such bonds and other debt; provided, however, that the interest rate or rates shall not to exceed the maximum interest rate permitted by applicable

law at the time of sale of the bonds and other debt and the bonds and other debt or any series thereof shall have a maximum term of not to exceed 40 years.

Indebtedness in the maximum amount set forth in Section 2 of this Resolution is hereby authorized for the Future Improvement Areas, subject to voter approval evidenced by the applicable Unanimous Approval form. The bonds and other debt for each Future Improvement Area may be issued in one or more series and mature and bear interest at such rate or rates, payable semiannually or in such other manner, all as this Council or its designee shall determine, at the time or times of sale of such bonds and other debt; provided, however, that the interest rate or rates shall not to exceed the maximum interest rate permitted by applicable law at the time of sale of the bonds and other debt and the bonds and other debt or any series thereof shall have a maximum term of not to exceed 40 years.

5. The proposition of the City incurring the bonded indebtedness and other debt for Improvement Area No. 1 herein authorized shall be submitted to the respective qualified electors of Improvement Area No. 1, and shall be consolidated with elections on the proposition of levying special taxes within Improvement Area No. 1 and the establishment of an appropriations limit for Improvement Area No. 1 pursuant to Section 53353.5 of the Act. The time, place and further particulars and conditions of such election shall be as specified by separate resolution of this Council. In accordance with Section 53350 of the Act, approval of the limit for the incurrence of bonded indebtedness and other debt for any Future Improvement Area shall be submitted by the owner or owner(s) of parcels in such Future Improvement Area and specified in the applicable unanimous approval form(s), without any other proceedings or hearings required.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO
CORDOVA CALLING SPECIAL ELECTION IN CITY OF RANCHO CORDOVA
THE PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1**

WHEREAS, the City Council (the “City Council”) of the City of Rancho Cordova (the “City”) on March 17, 2025, adopted a resolution titled “A Resolution of the City Council of the City of Rancho Cordova to Form the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1, Designate an Improvement Area and Future Annexation Area Therein, and to Authorize the Levy of Special Taxes in the District”, to (i) form “City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the “CFD”), (ii) designate therein “Improvement Area No. 1 of City of Rancho Cordova The Preserve Community Facilities District No. 2025-1” (“Improvement Area No. 1”), (iii) establish “City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (Future Annexation Area)” (the “Future Annexation Area”), (iv) authorize the levy of a special tax on property within Improvement Area No. 1 and (v) preliminarily establish an appropriations limit for Improvement Area No. 1, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”); and

WHEREAS, the City Council has also adopted on March 17, 2025 a resolution titled “A Resolution of Intention of the City Council of the City of Rancho Cordova to Incur Bonded Indebtedness for the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 to Finance the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District” (the “Resolution of Intention to Incur Indebtedness”), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$23,800,000, initially allocated as follows: (i) \$13,700,000 for Improvement Area No. 1 upon the security of the special tax to be levied within Improvement Area No. 1 pursuant to the Act, and (ii) \$10,100,000 for the portion of the CFD that is not currently in Improvement Area No. 1 upon the security of the special tax to be levied within such area pursuant to the Act; and

WHEREAS, pursuant to the provisions of the Resolution of Formation and the Resolution of Intention to Incur Indebtedness, the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness shall be submitted to the qualified electors of Improvement Area No. 1 as required by the provisions of the Act.

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

1. Pursuant to Sections 53326, 53351 and 53325.7 of the Act, the issues of the levy of the special tax, the incurring of bonded indebtedness and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of Improvement Area No. 1 at an election called therefore as provided below.

2. The City Council hereby finds that fewer than 12 persons have been registered to vote within the territory of Improvement Area No. 1 for each of the 90 days preceding the close

of the public hearings heretofore conducted and concluded by the City Council for the purposes of these proceedings. Accordingly, and pursuant to Section 53326 of the Act, the City Council finds that, for these proceedings, the qualified electors are the landowners within Improvement Area No. 1 and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in Improvement Area No. 1 as of the close of the public hearings.

3. Having received certain waivers from all of the landowners within Improvement Area No. 1, the City Council hereby calls a special election to consider the measures described in Section 1 above, which election shall be held on March 17, 2025, and the results thereof canvassed at the meeting of the City Council on March 17, 2025. The City Clerk is hereby designated as the official to conduct the election and to receive all ballots until 5:30 p.m. on the election date. It is hereby acknowledged that the City Clerk has on file the Resolution of Formation, a certified map of the boundaries of the CFD and Improvement Area No. 1, and a sufficient description to allow the City Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code, except to the extent waived by all of the electors.

4. As authorized by Section 53353.5 of the Act, the three propositions described in Section 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit A and by this reference incorporated herein and the form of ballot is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit A, to be delivered to each of the qualified electors of Improvement Area No. 1. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains.

5. The City Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of Improvement Area No. 1 have been waived. There is on file with the City Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and Improvement Area No. 1 and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, the City Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments and other matters, have requested the establishment of the District and the levy of special taxes, and have thereby been fully protected in these proceedings. The City Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act.

6. The City Council hereby finds that the proposed debt issuance constitutes a "local bond measure" within the meaning of Sections 53410, et seq. of the California Government Code. As a result, the bond measure shall include the propositions set forth above and the following: (a) the specific purpose of the bonds shall be as set forth in the propositions; (b) any proceeds received from the sale of any bonds shall be applied only to the purposes set forth in the propositions; (c) the proceeds of any bonds shall be deposited into special accounts to be created therefor as part of the issuance of the bonds; and (d) the City shall cause a report to be prepared annually under Section 53411 of the Government Code.

ITEM 10.1.

ATTACHMENT 3

7. Under Section 50075.1 of the Government Code, the following accountability provisions shall apply to the special taxes: (a) the provision and/or acquisition of the Facilities, the payment of debt service on the bonds and other debt and the incidental costs thereof, all as defined in the Resolution of Formation, shall constitute the specific single purpose; (b) the proceeds shall be applied only to the specific purposes identified in (a) above; (c) there shall be created special account(s) or funds(s) into which the proceeds shall be deposited; and (d) there shall be caused to be prepared an annual audit and report of the CFD.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

EXHIBIT A – Proposed Ballot Measure

EXHIBIT A

**CITY OF RANCHO CORDOVA
THE PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1
CITY OF RANCHO CORDOVA, SACRAMENTO COUNTY, CALIFORNIA**

**Proposed Ballot Measure
(Mailed-Ballot Election)**

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Rancho Cordova shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed \$23,800,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, \$13,700,000 and (ii) for the Future Annexation Area, \$10,100,000, (excluding bonds described in Section 53364.2(e) of the California Government Code) with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) a special tax payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2025-26, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities and pay for certain public services; and (iii) the annual appropriations limit of the CFD shall be established in an amount equal to the bond authorization **be adopted?**

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, DECLARING ELECTION RESULTS OF
CITY OF RANCHO CORDOVA THE PRESERVE COMMUNITY FACILITIES DISTRICT
NO. 2025-1**

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") on March 17, 2025, adopted a resolution titled "A Resolution of the City Council of the City of Rancho Cordova to Form the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1, Designate an Improvement Area and Future Annexation Area Therein, and to Authorize the Levy of Special Taxes in the District" (the "Resolution of Formation"), to (i) form "City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the "CFD"), (ii) designate therein "Improvement Area No. 1 of the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1" ("Improvement Area No. 1"), (iii) establish "City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (Future Annexation Area)" (the "Future Annexation Area"), (iv) authorize the levy of a special tax on property within Improvement Area No. 1 and (v) preliminarily establish an appropriations limit for Improvement Area No. 1, all pursuant to the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act"); and

WHEREAS, the City Council has also adopted on March 17, 2025 a resolution titled "A Resolution of Intention of the City Council of the City of Rancho Cordova to Incur Bonded Indebtedness for the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 to Finance the Acquisition and Construction of Certain Public Facilities in and for Such Community Facilities District" (the "Resolution of Intention to Incur Indebtedness"), determining the necessity to incur bonded indebtedness in the maximum aggregate principal amount of \$23,800,000, initially allocated as follows: (i) \$13,700,000 for Improvement Area No. 1 upon the security of the special tax to be levied within Improvement Area No. 1 pursuant to the Act, and (ii) \$10,100,000 for the portion of the CFD that is not currently in Improvement Area No. 1 upon the security of the special tax to be levied within such area pursuant to the Act; and

WHEREAS, under the provisions of the Resolution of Formation and the Resolution of Intention to Incur Indebtedness, and pursuant to a resolution entitled "A Resolution of the City of Rancho Cordova Calling Special Election in City of Rancho Cordova The Preserve Community Facilities District No. 2025-1" (the "Election Resolution") heretofore adopted by the City Council, the propositions of the levy of the special tax, the establishment of the appropriations limit and the incurring of the bonded indebtedness were submitted to the qualified electors of the CFD as required by the provisions of the Act; and

WHEREAS, pursuant to the terms of the Election Resolution, which are by this reference incorporated herein, the special election has been held and the City Clerk has on file a Canvass and Statement of Results of Election (the "Canvass"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City Council has reviewed the Canvass, finds it appropriate and wishes to complete its proceedings for the CFD.

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

1. The foregoing recitals are all true and correct.
2. The issues presented at the special election were the levy of a special tax within the CFD, the incurring of a bonded indebtedness and appropriations limit in the maximum aggregate principal amount of \$23,800,000 initially allocated as follows: (i) \$13,700,000 for Improvement Area No. 1 upon the security of the special tax to be levied within Improvement Area No. 1 pursuant to the Act, and (ii) \$10,100,000 for the portion of the CFD that is not currently in Improvement Area No. 1, all pursuant to the Resolution of Formation and the Resolution of Intention to Incur Indebtedness.
3. The Council hereby approves the Canvass and finds that it shall be a permanent part of the record of its proceedings for the CFD, Improvement Area No. 1 and Future Annexation Area. Pursuant to the Canvass, the issues presented at the special election were approved by the qualified electors of the Improvement Area No. 1 by more than two-thirds (2/3) of the votes cast at the special election.
4. Pursuant to the voter approval, the CFD and Improvement Area No. 1 are hereby declared to be fully formed with the authority to levy the special taxes, to incur the approved bonded indebtedness and to have the established appropriations limit, all as heretofore provided in these proceedings and in the Act. It is hereby found that all prior proceedings and actions taken by the City Council with respect to the CFD and Improvement Area No. 1 were valid and in conformity with the Act.
5. The City Council declares that the special tax is lawfully authorized, and that the subject property within the District is subject to the special tax, and directs the City Clerk to complete, execute and cause a Notice of Special Tax Lien with respect to the property within the CFD to be recorded in the office of the County Recorder of the County of Sacramento in the form required by the Act, such recording to occur no later than 15 days following adoption by the City Council of this resolution, and special taxes may thereafter be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this City Council. Parcels within the Future Annexation Area annexed to the District by Unanimous Approval (as described in the Resolution of Formation) shall be subject to the special tax as provided in the Unanimous Approval, and the City Council further directs the City Clerk to complete, execute and cause a Notice of Special Tax Lien with respect to the annexed property upon receipt of the Unanimous Approval, to be recorded in the office of the County Recorder of the County of Sacramento in the form required by the Act, and special taxes may thereafter be collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this City Council.

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

ITEM 10.1.

ATTACHMENT 4

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

**CERTIFICATE OF CITY CLERK
RE: ELECTION RESULTS**

**CITY OF RANCHO CORDOVA
THE PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1**

I, the undersigned City Clerk of the City of Rancho Cordova (the "City") hereby certify:

I have personally received and assembled all ballots eligible to be cast in the special mailed-ballot, landowner election called by the City Council in its "A Resolution of the City Council of the City of Rancho Cordova Calling Special Election in City of Rancho Cordova The Preserve Community Facilities District No. 2025-1" adopted March 17, 2025, and in accordance with my instructions contained in that Resolution, I hereby declare the election closed.

I personally, in the presence of the City Council, and members of the public and City staff, counted the ballots and certify the result of that count to be as follows:

BALLOT MEASURE: Shall the measure pursuant to which (i) the City of Rancho Cordova shall incur an indebtedness and issue bonds in the maximum aggregate principal amount of not to exceed \$23,800,000 (the "Authorization"), initially allocated as follows: (i) for Improvement Area No. 1, \$13,700,000 and (ii) for the Future Annexation Area, \$10,100,000, (excluding bonds described in Section 53364.2(e) of the California Government Code) with interest at a rate or rates not to exceed the maximum interest rate permitted by law at the time of sale of such bonds on behalf of the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the "CFD"), the proceeds of which bonds will be used to acquire and/or construct certain facilities and pay for the costs of issuing the bonds and related expenses; (ii) a special tax payable solely from lands within the CFD shall be levied annually, commencing in the City's fiscal year 2025-26, upon lands within the CFD to pay for the principal and interest upon such bonds, to pay the costs of the City in administering the CFD, and to pay for the costs of acquiring and/or constructing certain facilities and pay for certain public services; and (iii) the annual appropriations limit of the CFD shall be established in an amount equal to the bond authorization **be adopted?**

QUALIFIED LANDOWNER VOTES: 37

TOTAL VOTES CAST "YES" _____

TOTAL VOTES CAST "NO" _____

TOTAL VOTES CAST _____

THE VOTES CAST "YES" EQUAL _____% OF THE TOTAL VOTES CAST.

I make this Certification on _____, 2025.

Stacy Leitner, CMC
City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2025

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
LEVYING A SPECIAL TAX WITHIN CITY OF RANCHO CORDOVA THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1**

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

1. Pursuant to Government Code Sections 53328 and 53340, and in accordance with the Rate and Method of Apportionment of Special Tax (the "RMA") as shown as an exhibit to a resolution titled "A Resolution of Intention of the City Council of the City of Rancho Cordova to Form the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1, Designate an Improvement Area and Future Annexation Area Therein, and to Authorize the Levy Special Taxes in the District" ("Resolution of Formation") adopted by this City Council on March 17, 2025, and by passage of this Ordinance, the City Council hereby authorizes and levies special taxes within the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the "CFD") (including any parcels in the Future Annexation Area that annex into the CFD) and each Future Improvement Area described in the Resolution of Formation, if any, pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of special tax for Improvement Area No. 1 of the CFD set forth as an exhibit to the Resolution of Formation or the rate and method of apportionment of special tax for the Future Improvement Area set forth in the Unanimous Approval(s) for such Future Improvement Area (each, a "Rate and Method"), which Resolution of Formation and Unanimous Approval(s) are by this reference incorporated herein. For Future Improvement Areas, a different rate and method may be adopted if the annexed territory is designated as a separate improvement area, as provided in the Resolution of Formation. The special taxes for the payment of Facilities are hereby authorized to be levied commencing in fiscal year 2025-26 and in each fiscal year thereafter as provided in each applicable Rate and Method. A special tax shall not be levied to finance the Facilities after the fiscal year identified in the applicable Rate and Method, except that a special tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years.

2. The Administrative Services Director of the City is directed, with the aid of the appropriate officers and agents of the City, to implement the provisions of the RMA and to prepare each year, without further action of this City Council, the special tax roll for the District and to provide as necessary information to the Sacramento County Auditor in the form, and in the proper time, necessary to effect the proper billing and collection of the special tax on the secured property tax roll of the County, which may include a billing of the special tax for fiscal year 2025-26 without regard to the timing of the issuance of bonds for the District and the circumstance that bonds are not issued as of the date of submission to the County for billing; alternatively, pursuant to the Resolution of Formation, the special tax for fiscal year 2025-26 and subsequent years

ITEM 10.1.

ATTACHMENT 5

may, at the option of the City, be billed directly to owners of property in the District by the Administrative Services Director of the City or other official of the City and need not be collected on the County secured property tax roll.

3. The appropriate officers and agents of the City and of the County of Sacramento are authorized to make adjustments to the special tax roll prior to the final posting of the special taxes to the County tax roll each year, as may be necessary to achieve a correct match of the special tax levy with the assessor's parcel numbers finally utilized by the County in sending out property tax bills.

4. The City agrees that the County of Sacramento may deduct its reasonable and agreed charges for collecting the special tax from the amounts collected, prior to remitting the balance of the special tax collections to the City.

5. If for any cause any portion of this ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel by a court of competent jurisdiction, the balance of this ordinance, and the application of the special tax to the remaining parcels, shall not be affected.

6. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

7. This ordinance shall go into effect on the earliest day allowable by law.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk

**CERTIFICATE OF CITY CLERK
RE: WAIVER (OF CERTAIN ELECTION REQUIREMENTS) AND CONSENT**

**CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1
SACRAMENTO COUNTY, CALIFORNIA**

I, Stacy Leitner, City Clerk of the City of Rancho Cordova, hereby certify:

I have received, and now have in my possession as a permanent part of the City's record of this election, Election Waivers executed by the authorized representative of all landowner(s) to be included in City of Rancho Cordova The Preserve Community Facilities District No. 2025-1, Sacramento County, California (the "District"), as provided by the owners of all the property in the District.

I make this Certification as of _____, 2025.

Stacy Leitner, CMC
City Clerk

**RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:**

City Clerk
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Telephone: (916) 851-8720

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF SPECIAL TAX LIEN

CITY OF RANCHO CORDOVA
THE PRESERVE COMMUNITY FACILITIES DISTRICT NO. 2025-1
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53324 of the Government Code, the undersigned, City Clerk of the City of Rancho Cordova, hereby gives notice that a lien to secure payment of a special tax which the City Council of the City of Rancho Cordova, County of Sacramento, State of California is authorized to levy is hereby imposed. The special tax secured by this lien is authorized to be levied for the purpose of: paying for the facilities described in **Exhibit A** attached hereto including paying principal and interest on bonds, the proceeds of which are being used to finance those facilities, and including incidental expenses incurred and to be incurred in connection with the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 and the issuance of bonds.

The special tax is authorized to be levied within the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1, which has now been officially formed and the lien of the special tax is a continuing lien which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied, and canceled in accordance with law, or until the special tax ceases to be levied and a notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is shown on **Exhibit B** attached hereto. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are as set forth in Section H of Exhibit B attached hereto.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levy shall become a lien upon all nonexempt real property within City of Rancho Cordova The Preserve Community Facilities District No. 2025-1, in accordance with Section 3115.5 of the Streets and Highways Code.

The names of the owners and the assessor's tax parcel numbers of the real property included within this community facilities district and not exempt from the special tax is set forth on **Exhibit C** hereto.

Reference is made to the Boundary Map of the community facilities district filed for record on February 27, 2025 in Book 146 of Maps of Assessment and Community Facilities Districts at Page 3 in the Office of the County Recorder of the County of Sacramento as document number 2025-02270425 of the Maps of Assessment and Community Facilities Districts, which map is now the final boundary map of the community facilities district.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Chief Financial Officer, City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, CA 95670.

Dated: _____, 2025

Stacy Leitner, City Clerk

EXHIBIT A - Description of Authorized Facilities
EXHIBIT B - Rate and Method of Apportionment
EXHIBIT C - Property Owners and Parcel Numbers

EXHIBIT A**Description of Authorized Facilities**

The Facilities and Services shown below are authorized to be financed by the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the, "CFD").

Facilities

The Facilities which are proposed to be financed with the proceeds of the sales of bonds of the proposed CFD, or the payment of the fees to the appropriate jurisdiction with respect to such facilities proposed to be financed with the proceeds of the sale of bonds of the proposed CFD, are generally described as follows:

- Grantline Road & Raymer Way Traffic Signal

Impact, Development Agreement and Specific Plan Fees for Facilities

- City Transportation Impact Fee
- City Community Facilities Fee
- Sacramento County Regional Sanitation (Expansion) Fee
- Sacramento County Water Agency Zone 40 Fee

Other

- Any other facilities serving substantially the same purpose as the above described facilities.
- Any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing District facilities that are primarily for the benefit of the District, or 2) repair or rehabilitate existing District facilities.

The foregoing description of the type of Facilities eligible to be financed is general in nature and includes any appurtenant work and incidental expenses related to the Facilities. The final nature and location of the facilities will be determined upon the preparation of final plans and specifications for such facilities.

Incidentals

The bond related expenses authorized include the City, underwriters discount, financial advisor, appraisals, reserve fund balance, capitalized interest, bond counsel, disclosure counsel, special tax consultant, bond and official statement printing and all other incidental expenses.

CFD formation costs and administrative fees include those of the City, the CFD, the bond trustee or fiscal agent, legal counsel, the special tax consultant and other costs related to the CFD or the Bonds.

EXHIBIT B

Rate and Method of Apportionment

**IMPROVEMENT AREA NO. 1
CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 1 of the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in Improvement Area No. 1, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to Improvement Area No. 1.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Acre” or “Acreage” means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Part 1, Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to Improvement Area No. 1, the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City and County in any way related to the establishment or administration of Improvement Area No. 1 and the CFD.

“Administrator” shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

“Assessor's Parcel” or “Parcel” means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

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

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by the CFD.

“Base Special Tax” means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 in Section C, as may be adjusted pursuant to Sections D or H herein.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Special Tax and issued or assumed by or for Improvement Area No. 1 to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1.

“CFD Formation” means the date on which the Resolution of Formation to form the CFD and to designate Improvement Area No. 1 was adopted by the City Council.

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova.

“County” means the County of Sacramento.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property for which a Building Permit for new construction was issued prior to June 1 of the preceding Fiscal Year.

“Development Class” means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property.

“Expected Land Uses” means the number of Residential Units and the Acreage of Other Property expected within Improvement Area No. 1 at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Such update(s) shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

“Expected Maximum Special Tax Revenues” means the aggregate Special Tax that can be levied based on application of the Base Special Tax to the Expected Land Uses. The Expected

Maximum Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Sections D or H herein. Such update(s) will be maintained internally by the Administrator and will not require recordation of an amended RMA.

“Final Map” means a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term “Final Map” shall not include any large-lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Final Map Property” means, in any Fiscal Year, all SFD Lots created within Final Maps that had recorded prior to June 30 of the preceding Fiscal Year and which have not yet become Developed Property.

“First Bond Sale” means issuance of the first series of Bonds secured, in whole or in part, by Special Taxes levied and collected from Parcels of Taxable Property in Improvement Area No. 1.

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

“Improvement Area No. 1” means Improvement Area No. 1 of the CFD.

“Improvement Fund” means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities.

“Indenture” means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Category” means, individually, Single Family Property or Other Property.

“Land Use Change” means a proposed or approved change to the Expected Land Uses after CFD Formation.

“Master Developer” means Lennar Homes of California, a Limited Liability Company, and its successors and assigns.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Sections C and D below.

“Other Property” means any Parcel of Developed Property in Improvement Area No. 1 that does not fit within the definition of Single Family Property.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 1.

“Owners Association Property” means any property within the boundaries of Improvement Area No. 1 that is owned in fee or by easement by an Owners Association, not including any such property that is located directly under a residential structure.

“Proportionately” means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

“Public Property” means any property within the boundaries of Improvement Area No. 1 that is owned by the City, federal government, State of California or other public agency.

“Required Coverage” means the amount by which the Expected Maximum Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that identifies the minimum required debt service coverage.

“Residential Unit” means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, or live/work or condominium structure. A second unit (granny flat) that shares a Parcel with an SFD Unit will not be considered a Residential Unit for purposes of levying the Special Tax.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential unit that does not share a common wall with another residential unit.

“Single Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Special Tax” means a special tax levied in any Fiscal Year on Parcels in Improvement Area No.1 to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds; (iii) replenish reserve funds created for the Bonds under the Indenture to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year or, based on prior delinquencies,

are expected to occur in the current Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax levied on Final Map Property or Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the definition of Special Tax Requirement may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against such costs pursuant to the Indenture; (b) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of the City.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. If, in any Fiscal Year, there is any doubt as to the Tax Zone within which a Parcel is located, the Administrator shall work with the City to make the final determination.

“Tax Zone 1” means that geographic area designated as Tax Zone 1 in Attachment 1 hereto.

“Tax Zone 2” means that geographic area designated as Tax Zone 2 in Attachment 1 hereto.

“Tax Zone 3” means that geographic area designated as Tax Zone 3 in Attachment 1 hereto.

“Tax Zone 4” means that geographic area designated as Tax Zone 4 in Attachment 1 hereto.

“Taxable Owners Association Property” means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Special Tax because it is Owners Association Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Property” means all Parcels within the boundaries of Improvement Area No. 1 that are not exempt from the Special Tax pursuant to law or Section G below.

“Taxable Public Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Special Tax because it is Public Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Welfare Exemption Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Property that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Property on the date of issuance of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D herein), the Parcel was not anticipated to be Welfare Exemption Property based on the Expected Land

Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it has become Welfare Exemption Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Tentative Map” means a tentative map or substantial conformance exhibit for property in Improvement Area No. 1, including any adjustments or amendments thereto.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property, Final Map Property, Taxable Welfare Exemption Property, Taxable Owners Association Property, or Taxable Public Property, as defined herein.

“Welfare Exemption Property” means, in any Fiscal Year, any Parcels in Improvement Area No. 1 that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Tax Zone and the appropriate Development Class; (ii) for Developed Property, categorize each Parcel as Single Family Property or Other Property; (iii) for Other Property, determine the Acreage of each Parcel; and (iv) determine the Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in Improvement Area No. 1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class and/or Land Use Category than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class and/or Land Use Category, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Developed Property and Final Map Property

The Maximum Special Tax for a Parcel of Developed Property or Final Map Property is the greater of (i) the Base Special Tax set forth in Table 1 below, or, (ii) the Maximum Special Tax determined pursuant to Section D.

Table 1
Base Special Tax
Developed Property and Final Map Property

Tax Zone	Land Use Category	Base Special Tax Fiscal Year 2024-25 *
Tax Zone 1	Single Family Property	\$1,156 per Residential Unit or SFD Lot
	Other Property	\$13,810 per Acre
Tax Zone 2	Single Family Property	\$1,436 per Residential Unit or SFD Lot
	Other Property	\$16,130 per Acre
Tax Zone 3	Single Family Property	\$1,430 per Residential Unit or SFD Lot
	Other Property	\$14,350 per Acre
Tax Zone 4	Single Family Property	\$1,970 per Residential Unit or SFD Lot
	Other Property	\$18,120 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

2. *Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property*

The Maximum Special Tax for Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property are provided in Table 2 below.

Table 2
Maximum Special Tax
Undeveloped Property, Taxable Owners Association Property,
Taxable Public Property, Taxable Welfare Exemption Property

Tax Zone	Maximum Special Tax Fiscal Year 2024-25 *
Tax Zone 1	\$13,810 per Acre
Tax Zone 2	\$16,130 per Acre
Tax Zone 3	\$14,350 per Acre
Tax Zone 4	\$18,120 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM SPECIAL TAX**1. *Land Use Changes***

The Expected Maximum Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 must be applied:

- Step 1:** By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a prepayment has been made), the Administrator shall identify the Expected Maximum Special Tax Revenues prior to the Land Use Change.
- Step 2:** The Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from Taxable Property in Improvement Area No. 1 after the Land Use Change based on application of the Base Special Taxes from Table 1.
- Step 3:** If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change (the “Requesting Landowner”) may make a prepayment in an amount that will ensure that the reduced Expected Maximum Special Tax Revenues are sufficient to provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the

Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Special Tax Revenues are sufficient to maintain Required Coverage.

Pursuant to this Section D.3, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 1. After the prepayment has been received, the application of Sections D and H of this RMA shall be based on the adjusted Expected Maximum Special Tax Revenues after the prepayment.

3. *Conversion of a Parcel of Public Property to Private Use*

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of the Special Tax. The Maximum Special Tax for each such Parcel shall be determined based on the applicable Base Special Tax for the Parcel, as determined by the Administrator. In addition, the Administrator shall update Attachment 2 to reflect the conversion and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 1.

4. *Reduction in Maximum Special Tax*

The Base Special Tax for Residential Units set forth in Table 1 may be reduced prior to the First Bond Sale. Such a reduction shall be made without a vote of the qualified CFD electors if the Master Developer requests a reduction in the Base Special Tax. Any such reduction shall occur at least 30 days prior to the First Bond Sale. Such reductions to the Base Special Tax need not be proportionate among the Tax Zones and/or Land Use Categories.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year. A Special Tax shall then be levied according to the following steps:

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property until the amount levied is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.
- Step 2:** If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Special Tax Requirement.
- Step 3:** If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Special Tax Requirement.
- Step 4:** If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Taxable Welfare Exemption Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Welfare Exemption Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.
- Step 5:** If additional revenue is needed after Step 4, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Special Tax Requirement.

Step 6: If additional revenue is needed after Step 5, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Special Taxes be levied after Fiscal Year 2064-65. Under no circumstances may the Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied in any Fiscal Year on the following:

- (1) Public Property, except Taxable Public Property.
- (2) Owners Association Property, except Taxable Owners Association Property.
- (3) Welfare Exemption Property, except Taxable Welfare Exemption Property.
- (4) Parcels that are owned by a public utility for an unmanned facility.
- (5) Parcels that are subject to an easement that precludes any other use on the Parcel.
- (6) Parcels that have fully prepaid the Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below.

H. PREPAYMENTS

The following definitions apply to this Section H:

“Outstanding Bonds” means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an

Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

"Previously Issued Bonds" means all Bonds that have been issued prior to the date of prepayment.

"Public Facilities Requirement" means either \$5.6 million in 2025 dollars, which shall increase on January 1, 2026, and on each January 1 thereafter by 2% of the amount in effect in the prior year or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by Improvement Area No. 1. The Public Facilities Requirement shown above may be adjusted each time property annexes into Improvement Area No. 1 or there is an adjustment to the Expected Maximum Special Tax Revenues due to a Land Use Change.

"Remaining Facilities Costs" means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds or Special Taxes, which amount shall not be less than \$0.

1. Full Prepayment

The Special Tax obligation applicable to a Parcel in Improvement Area No. 1 may be prepaid and the obligation of the Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment

pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.

- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in Improvement Area No. 1, as shown in Attachment 2.
- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 4.** Compute the current Remaining Facilities Costs (if any).
- Step 5.** Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 6.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 7.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received and which has not been included in a tax levy until the next earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8 and 9 of this prepayment formula will not apply.
- Step 8:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received and which has not been included in a tax levy until the next earliest redemption date for the Outstanding Bonds.
- Step 9:** Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (*the “Defeasance Requirement”*).
- Step 10.** The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds and recording any notices to evidence the prepayment and the redemption (*the “Administrative Fees and Expenses”*).
- Step 11.** If and to the extent so provided in the Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the

Outstanding Bonds to be redeemed pursuant to the prepayment (the “*Reserve Fund Credit*”).

Step 12. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the “*Prepayment Amount*”).

Step 13. From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel’s Special Tax obligation has been received, a Notice of Cancellation of Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel’s obligation to pay the Special Tax. However, a Notice of Cancellation of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. *Partial Prepayment*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment would be less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

I. INTERPRETATION OF RMA

Interpretations may be made by Resolution of the City Council to interpret, clarify, and/or revise

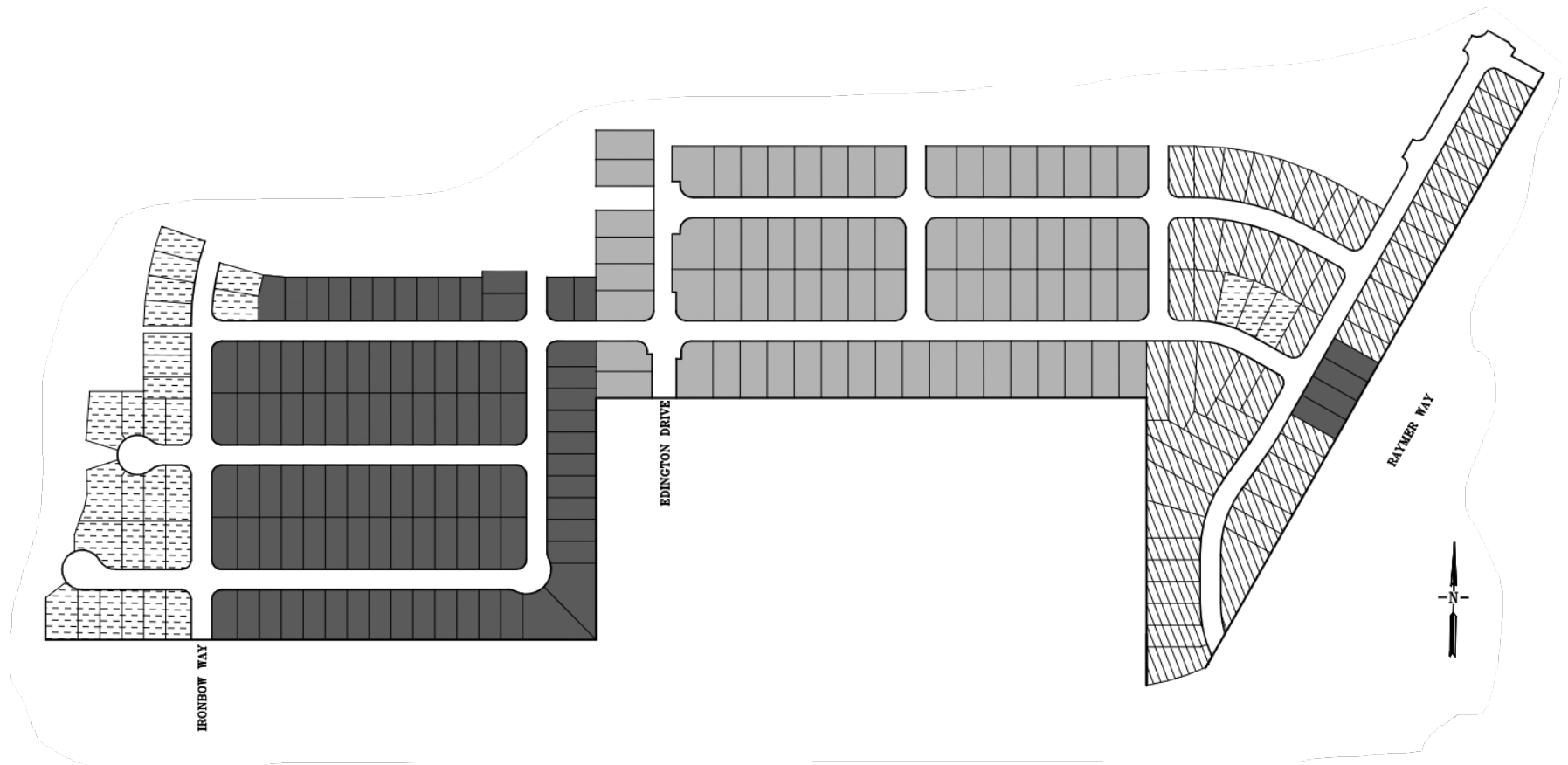
this RMA to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Tax, method of apportionment, classification of properties, or any definition applicable to Improvement Area No. 1 of the CFD, as long as such correction does not materially affect the levy and collection of Special Taxes. The City, upon the request of an owner of land within Improvement Area No. 1 which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within Improvement Area No. 1, provided such amendment only affects such owner's land. Under no circumstances may such revisions to the RMA decrease the Expected Maximum Special Tax Revenues to a level that will reduce debt service coverage below the Required Coverage.

ATTACHMENT 1

**Improvement Area No. 1
City of Rancho Cordova
The Preserve
Community Facilities District No. 2025-1**

**Identification of Tax Zones and Expected Lot Layout
in Improvement Area No. 1**

IMPROVEMENT AREA NO. 1 OF THE PRESERVE CFD 2025-1
IDENTIFICATION OF TAX ZONES AND EXPECTED LAYOUT



TAX ZONES:

	CYAN (TAX ZONE 1)
	AQUA (TAX ZONE 2)
	AZURE (TAX ZONE 3)
	COBALT (TAX ZONE 4)

ATTACHMENT 2

**Improvement Area No. 1
City of Rancho Cordova
The Preserve
Community Facilities District No. 2025-1**

Expected Land Uses and Expected Maximum Special Tax Revenues

Tax Zone	Land Use Category	Expected Residential Units/Acreage	Base Special Tax (FY 2024-25) *	Expected Maximum Special Tax Revenues (FY 2024-25) *
Tax Zone 1	Single Family Property Other Property	100 Residential Units 0 Acres	\$1,156 per Residential Unit \$13,810 per Acre	\$115,600
Tax Zone 2	Single Family Property Other Property	30 Residential Units 0 Acres	\$1,436 per Residential Unit \$16,130 per Acre	\$43,080
Tax Zone 3	Single Family Property Other Property	56 Residential Units 0 Acres	\$1,430 per Residential Unit \$14,350 per Acre	\$80,080
Tax Zone 4	Single Family Property Other Property	73 Residential Units 0 Acres	\$1,970 per Residential Unit \$18,120 per Acre	\$143,810
Expected Maximum Special Tax Revenues (FY 2024-25 \$)				\$382,570

* On July 1, 2025, and each July 1 thereafter, all dollar amounts shown above shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.

EXHIBIT C

Property Owners and Assessor Parcel Numbers

Owner Name	Assessor's Parcel Numbers
LENNAR HOMES OF CALIFORNIA, LLC	072-4460-003-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4460-004-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4460-005-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4460-006-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4440-070-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4440-071-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4440-074-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4440-075-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4440-002-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4440-003-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4440-004-0000
LENNAR HOMES OF CALIFORNIA, LLC	072-4440-005-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-001-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-006-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-007-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-008-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-009-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-010-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-011-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-012-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-013-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-014-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-015-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-016-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-017-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-018-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-019-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-020-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-021-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-022-0000
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TPG AG EHC III (LEN) CA 1 L.P.	072-4440-024-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-025-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-026-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-027-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-028-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-029-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-030-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-031-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4440-032-0000

[illegible]

[illegible]

[illegible]

[illegible]

TPG AG EHC III (LEN) CA 1 L.P.	072-4460-108-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-109-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-110-0000
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TPG AG EHC III (LEN) CA 1 L.P.	072-4460-113-0000
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TPG AG EHC III (LEN) CA 1 L.P.	072-4460-115-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-116-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-117-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-118-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-119-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-120-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-121-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-122-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-123-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-124-0000
TPG AG EHC III (LEN) CA 1 L.P.	072-4460-125-0000

**CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1
COMMUNITY FACILITIES DISTRICT REPORT**

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**CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1**

INTRODUCTION

The City Council (the “City Council”) of the City of Rancho Cordova (the “City”) did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Law”), on February 3, 2025, adopt a resolution entitled, “A Resolution of Intention of the City Council of the City of Rancho Cordova to Form The Preserve Community Facilities District No. 2025-1, Designate an Initial Improvement Area Therein and Establish A Future Annexation Area, and Levy Special Taxes Therein to Finance the Acquisition and Construction Of Certain Public Facilities in and for Such Community Facilities District” (the “Resolution of Intention”). In the Resolution of Intention, the City Council expressly ordered the preparation of a written Community Facilities District Report (the “Report”) for the proposed City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the “CFD”).

The Resolution of Intention ordering the Report did direct that the Report generally contain the following:

(a) A brief description of the facilities (the “Facilities”) 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 Facilities 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, including the costs of the proposed bond financing and all other related costs as provided in Section 53345.3 of the Act.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously approved and adopted by the City Council.

NOW, THEREFORE, the following data is submitted pursuant to the direction of the City Council:

A. DESCRIPTION OF FACILITIES. A general description of the proposed Facilities and incidental expenses thereto is provided in Exhibit “A” attached hereto and hereby made a part hereof.

B. COST ESTIMATES. Cost estimates for the Facilities are set forth in Exhibit “B” attached hereto and hereby made a part hereof.

C. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. The proposed boundaries of the CFD are those properties and parcels on which special taxes may be levied to pay for the Facilities. The initial CFD boundaries include a portion of The Preserve project that is designated as Improvement Area No. 1. The remainder of the project is designated as Future Annexation Area and is expected to annex into the

CFD, either as part of Improvement Area No. 1 or as a separate improvement area. The proposed boundaries of the CFD and Improvement Area No. 1, as well as the Future Annexation Area, are identified in the map entitled “Proposed Boundaries and Future Annexation Area of City of Rancho Cordova The Preserve Community Facilities District No. 2025-1, County of Sacramento, State of California” (the “CFD Boundary Map”), which has been recorded as document number 202502270425 on Page 3 in Book 146 of Maps of Assessment and Community Facilities Districts in the office of the County Recorder for the County of Sacramento.

D. RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX. All of the property within the CFD boundaries, unless exempted by law or by the Rate and Method of Apportionment of Special Tax (the “RMA”), shall be taxed for the purpose of financing the Facilities. The City will annually determine the actual amount of the special tax levy based on the method and subject to the Maximum Special Tax rates contained in the RMA. The RMA is provided in Exhibit “C” attached hereto and hereby made a part hereof.

E. ISSUANCE OF BONDS. At the time of CFD formation, it was anticipated that Facilities would be funded from the proceeds of multiple tax-exempt bond issues, although the amount and timing of such issues will depend on the value of property within the CFD, the timing of absorption of land uses, and other factors. Based on land uses anticipated at buildout of The Preserve project, including within both the CFD boundaries and the future annexation area, it is estimated that approximately \$9.1 million in net construction proceeds will be generated for Facilities. Of that total, approximately \$5.3 million can be funded by land uses expected within Improvement Area No. 1. Each time properties annex into the CFD, the net proceeds will increase based on the added special tax capacity generated from the annexed properties.

EXHIBIT A**CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1****DESCRIPTION OF FACILITIES TO BE FINANCED BY THE CFD**

The Facilities shown below are to be financed by the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 (the, "CFD").

Facilities

The Facilities which are proposed to be financed with the proceeds of the sales of bonds of the proposed CFD, or the payment of the fees to the appropriate jurisdiction with respect to such facilities proposed to be financed with the proceeds of the sale of bonds of the proposed CFD, are generally described as follows:

- Grantline Road & Raymer Way Traffic Signal

Impact, Development Agreement and Specific Plan Fees for Facilities

- City Transportation Impact Fee
- City Community Facilities Fee
- Sacramento County Regional Sanitation (Expansion) Fee
- Sacramento County Water Agency Zone 40 Fee

Other

- Any other facilities serving substantially the same purpose as the above described facilities.
- Any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing District facilities that are primarily for the benefit of the District, or 2) repair or rehabilitate existing District facilities.

The foregoing description of the type of Facilities eligible to be financed is general in nature and includes any appurtenant work and incidental expenses related to the Facilities. The final nature and location of the facilities will be determined upon the preparation of final plans and specifications for such facilities.

Incidentals

The bond related expenses authorized include the City, underwriters discount, financial advisor, appraisals, reserve fund balance, capitalized interest, bond counsel, disclosure counsel, special tax consultant, bond and official statement printing and all other incidental expenses.

CFD Formation Costs and administrative fees include those of the City, the CFD, the bond trustee or fiscal agent, the special tax consultant and other costs related to the CFD or the Bonds.

EXHIBIT B

**CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1**

COST ESTIMATES

The following is a summary of the estimated costs of acquisition and construction of the Facilities. In addition to the acquisition and construction costs, the City will finance bond and other debt issuance costs, capitalized interest, a debt service reserve fund, the costs of forming the CFD and other costs associated with the sale of bonds and annual administration of the CFD.

<u>Facilities</u>	<u>Estimated Cost</u>
Grant Line Road & Raymer Way Traffic Signal	\$1,367
Total (439 Lots)	\$600,000
<u>Fees</u>	<u>Estimated Cost</u>
City Transportation Impact Fee	\$5,603
City Community Facilities Fee	\$3,967
Regional Sanitation (Expansion) Fee	\$6,479
<u>Water Agency Zone 40 Water Fee</u>	<u>\$20,608</u>
Total Per Lot	\$36,656
Total (439 Lots)	\$16,100,000
Grand Total – Facilities And Fees	\$16,700,000

EXHIBIT C

**CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

**IMPROVEMENT AREA NO. 1
CITY OF RANCHO CORDOVA
THE PRESERVE
COMMUNITY FACILITIES DISTRICT NO. 2025-1**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Improvement Area No. 1 of the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1 shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in Improvement Area No. 1, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to Improvement Area No. 1.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Acre” or “Acreage” means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded at the County Recorder's Office.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Part 1, Division 2 of Title 5 of the Government Code of the State of California.

“Administrative Expenses” means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to Improvement Area No. 1, the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City and County in any way related to the establishment or administration of Improvement Area No. 1 and the CFD.

“Administrator” shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

“Assessor's Parcel” or “Parcel” means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor's Parcel Map” means an official map of the County Assessor designating Parcels by Assessor's Parcel Number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by the CFD.

“Base Special Tax” means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 in Section C, as may be adjusted pursuant to Sections D or H herein.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Special Tax and issued or assumed by or for Improvement Area No. 1 to fund Authorized Facilities.

“Building Permit” means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” means the City of Rancho Cordova The Preserve Community Facilities District No. 2025-1.

“CFD Formation” means the date on which the Resolution of Formation to form the CFD and to designate Improvement Area No. 1 was adopted by the City Council.

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova.

“County” means the County of Sacramento.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property, Taxable Public Property, or Taxable Welfare Exemption Property for which a Building Permit for new construction was issued prior to June 1 of the preceding Fiscal Year.

“Development Class” means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property.

“Expected Land Uses” means the number of Residential Units and the Acreage of Other Property expected within Improvement Area No. 1 at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change. Such update(s) shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

“Expected Maximum Special Tax Revenues” means the aggregate Special Tax that can be levied based on application of the Base Special Tax to the Expected Land Uses. The Expected Maximum Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Sections D or H herein. Such update(s) will be maintained internally by the Administrator and will not require recordation of an amended RMA.

“Final Map” means a final map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term “Final Map” shall not include any large-lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Final Map Property” means, in any Fiscal Year, all SFD Lots created within Final Maps that had recorded prior to June 30 of the preceding Fiscal Year and which have not yet become Developed Property.

“First Bond Sale” means issuance of the first series of Bonds secured, in whole or in part, by Special Taxes levied and collected from Parcels of Taxable Property in Improvement Area No. 1.

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

“Improvement Area No. 1” means Improvement Area No. 1 of the CFD.

“Improvement Fund” means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities.

“Indenture” means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Category” means, individually, Single Family Property or Other Property.

“Land Use Change” means a proposed or approved change to the Expected Land Uses after CFD Formation.

“Master Developer” means Lennar Homes of California, a Limited Liability Company, and its successors and assigns.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Sections C and D below.

“Other Property” means any Parcel of Developed Property in Improvement Area No. 1 that does not fit within the definition of Single Family Property.

“Owners Association” means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within Improvement Area No. 1.

“Owners Association Property” means any property within the boundaries of Improvement Area No. 1 that is owned in fee or by easement by an Owners Association, not including any such property that is located directly under a residential structure.

“Proportionately” means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

“Public Property” means any property within the boundaries of Improvement Area No. 1 that is owned by the City, federal government, State of California or other public agency.

“Required Coverage” means the amount by which the Expected Maximum Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that identifies the minimum required debt service coverage.

“Residential Unit” means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, or live/work or condominium structure. A second unit (granny flat) that shares a Parcel with an SFD Unit will not be considered a Residential Unit for purposes of levying the Special Tax.

“RMA” means this Rate and Method of Apportionment of Special Tax.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

“SFD Unit” means a residential unit that does not share a common wall with another residential unit.

“Single Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a Building Permit was or is expected to be issued for: (i) construction of an SFD Unit, or (ii) construction of a residential structure consisting of two or more Residential Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Residential Units are purchased and subsequently offered for rent by the owners of the Residential Units), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 4125.

“Special Tax” means a special tax levied in any Fiscal Year on Parcels in Improvement Area No.1 to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds; (iii) replenish reserve funds created for the Bonds under the Indenture to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year or, based on prior delinquencies, are expected to occur in the current Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax levied on Final Map Property or Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the definition of Special Tax Requirement may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent

that such earnings or balances are available to apply against such costs pursuant to the Indenture; (b) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of the City.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this RMA. If, in any Fiscal Year, there is any doubt as to the Tax Zone within which a Parcel is located, the Administrator shall work with the City to make the final determination.

“Tax Zone 1” means that geographic area designated as Tax Zone 1 in Attachment 1 hereto.

“Tax Zone 2” means that geographic area designated as Tax Zone 2 in Attachment 1 hereto.

“Tax Zone 3” means that geographic area designated as Tax Zone 3 in Attachment 1 hereto.

“Tax Zone 4” means that geographic area designated as Tax Zone 4 in Attachment 1 hereto.

“Taxable Owners Association Property” means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Special Tax because it is Owners Association Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Property” means all Parcels within the boundaries of Improvement Area No. 1 that are not exempt from the Special Tax pursuant to law or Section G below.

“Taxable Public Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Special Tax because it is Public Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Taxable Welfare Exemption Property” means in any Fiscal Year after the First Bond Sale, any Parcel of Welfare Exemption Property that satisfies all three of the following conditions: (i) the Parcel had not been Welfare Exemption Property on the date of issuance of the First Bond Sale; (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D herein), the Parcel was not anticipated to be Welfare Exemption Property based on the Expected Land Uses, as determined by the Administrator; and (iii) if the Parcel were to be exempt from the Special Tax because it has become Welfare Exemption Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

“Tentative Map” means a tentative map or substantial conformance exhibit for property in Improvement Area No. 1, including any adjustments or amendments thereto.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property that are not Developed Property, Final Map Property, Taxable Welfare Exemption Property, Taxable Owners Association Property, or Taxable Public Property, as defined herein.

“Welfare Exemption Property” means, in any Fiscal Year, any Parcels in Improvement Area No. 1 that have received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code and for which such welfare exemption is still in place.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Tax Zone and the appropriate Development Class; (ii) for Developed Property, categorize each Parcel as Single Family Property or Other Property; (iii) for Other Property, determine the Acreage of each Parcel; and (iv) determine the Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor the Tentative Map, Final Maps, and Building Permits to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in Improvement Area No. 1 was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels is in a different Development Class and/or Land Use Category than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class and/or Land Use Category, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. Developed Property and Final Map Property

The Maximum Special Tax for a Parcel of Developed Property or Final Map Property is the greater of (i) the Base Special Tax set forth in Table 1 below, or, (ii) the Maximum Special Tax determined pursuant to Section D.

Table 1
Base Special Tax
Developed Property and Final Map Property

Tax Zone	Land Use Category	Base Special Tax Fiscal Year 2024-25 *
Tax Zone 1	Single Family Property	\$1,268 per Residential Unit or SFD Lot
	Other Property	\$15,147 per Acre
Tax Zone 2	Single Family Property	\$1,539 per Residential Unit or SFD Lot
	Other Property	\$17,285 per Acre
Tax Zone 3	Single Family Property	\$1,533 per Residential Unit or SFD Lot
	Other Property	\$15,375 per Acre
Tax Zone 4	Single Family Property	\$2,053 per Residential Unit or SFD Lot
	Other Property	\$18,879 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

2. *Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property*

The Maximum Special Tax for Undeveloped Property, Taxable Owners Association Property, Taxable Public Property, and Taxable Welfare Exemption Property are provided in Table 2 below.

Table 2
Maximum Special Tax
Undeveloped Property, Taxable Owners Association Property,
Taxable Public Property, Taxable Welfare Exemption Property

Tax Zone	Maximum Special Tax Fiscal Year 2024-25 *
Tax Zone 1	\$15,147 per Acre
Tax Zone 2	\$17,285 per Acre
Tax Zone 3	\$15,375 per Acre
Tax Zone 4	\$18,879 per Acre

* On July 1, 2025, and on each July 1 thereafter, all figures shown in Table 2 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. *Land Use Changes*

The Expected Maximum Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification

upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 must be applied:

- Step 1:** By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a prepayment has been made), the Administrator shall identify the Expected Maximum Special Tax Revenues prior to the Land Use Change.
- Step 2:** The Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from Taxable Property in Improvement Area No. 1 after the Land Use Change based on application of the Base Special Taxes from Table 1.
- Step 3:** If the revenues calculated in Step 2 are (i) higher than those determined in Step 1 or (ii) less than those calculated in Step 1, but the reduction in Expected Maximum Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

If the revenues calculated in Step 2 are less than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Special Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change (the “Requesting Landowner”) may make a prepayment in an amount that will ensure that the reduced Expected Maximum Special Tax Revenues are sufficient to provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased

proportionately until the Expected Maximum Special Tax Revenues are sufficient to maintain Required Coverage.

Pursuant to this Section D.1, the Administrator may from time to time update Attachment 2 to reflect revised Expected Maximum Special Tax Revenues. Such update shall be maintained internally by the Administrator and shall not require recordation of an amended RMA.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 1. After the prepayment has been received, the application of Sections D and H of this RMA shall be based on the adjusted Expected Maximum Special Tax Revenues after the prepayment.

3. Conversion of a Parcel of Public Property to Private Use

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of the Special Tax. The Maximum Special Tax for each such Parcel shall be determined based on the applicable Base Special Tax for the Parcel, as determined by the

Administrator. In addition, the Administrator shall update Attachment 2 to reflect the conversion and the revised Expected Maximum Special Tax Revenues for Improvement Area No. 1.

4. *Reduction in Maximum Special Tax*

The Base Special Tax for Residential Units set forth in Table 1 may be reduced prior to the First Bond Sale. Such a reduction shall be made without a vote of the qualified CFD electors if the Master Developer requests a reduction in the Base Special Tax. Any such reduction shall occur at least 30 days prior to the First Bond Sale. Such reductions to the Base Special Tax need not be proportionate among the Tax Zones and/or Land Use Categories.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year. A Special Tax shall then be levied according to the following steps:

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property until the amount levied is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.
- Step 2:** If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Special Tax Requirement.
- Step 3:** If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Special Tax Requirement.
- Step 4:** If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Taxable Welfare Exemption Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Welfare Exemption Property for such Fiscal Year until the amount levied is equal to the Special Tax Requirement.
- Step 5:** If additional revenue is needed after Step 4, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Special Tax Requirement.
- Step 6:** If additional revenue is needed after Step 5, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Special Taxes be levied after Fiscal Year 2064-65. Under no circumstances may the Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied in any Fiscal Year on the following:

- (1) Public Property, except Taxable Public Property.
- (2) Owners Association Property, except Taxable Owners Association Property.
- (3) Welfare Exemption Property, except Taxable Welfare Exemption Property.
- (4) Parcels that are owned by a public utility for an unmanned facility.
- (5) Parcels that are subject to an easement that precludes any other use on the Parcel.
- (6) Parcels that have fully prepaid the Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below.

H. PREPAYMENTS

The following definitions apply to this Section H:

“Outstanding Bonds” means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor’s Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

“Public Facilities Requirement” means either \$6 million in 2025 dollars, which shall increase on January 1, 2026, and on each January 1 thereafter by 2% of the amount in effect in the prior year or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by Improvement Area No. 1. The Public Facilities Requirement shown above may be adjusted each time property annexes into Improvement Area No. 1 or there is an adjustment to the Expected Maximum Special Tax Revenues due to a Land Use Change.

“Remaining Facilities Costs” means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds or Special Taxes, which amount shall not be less than \$0.

1. Full Prepayment

The Special Tax obligation applicable to a Parcel in Improvement Area No. 1 may be prepaid and the obligation of the Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

	Bond Redemption Amount
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.
- Step 2.** Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in Improvement Area No. 1, as shown in Attachment 2.

- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the “Bond Redemption Amount”*).
- Step 4.** Compute the current Remaining Facilities Costs (if any).
- Step 5.** Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the “Remaining Facilities Amount”*).
- Step 6.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the “Redemption Premium”*).
- Step 7.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received and which has not been included in a tax levy until the next earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8 and 9 of this prepayment formula will not apply.
- Step 8:** Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received and which has not been included in a tax levy until the next earliest redemption date for the Outstanding Bonds.
- Step 9:** Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (*the “Defeasance Requirement”*).
- Step 10.** The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds and recording any notices to evidence the prepayment and the redemption (*the “Administrative Fees and Expenses”*).
- Step 11.** If and to the extent so provided in the Indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (*the “Reserve Fund Credit”*).
- Step 12.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (*the “Prepayment Amount”*).
- Step 13.** From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under

the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Special Tax obligation has been received, a Notice of Cancellation of Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Special Tax. However, a Notice of Cancellation of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. *Partial Prepayment*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

3. *Maintaining Required Coverage*

Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property that remains subject to the Special Tax after the proposed prepayment would be less than the Required Coverage on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which Required Coverage is maintained.

I. INTERPRETATION OF RMA

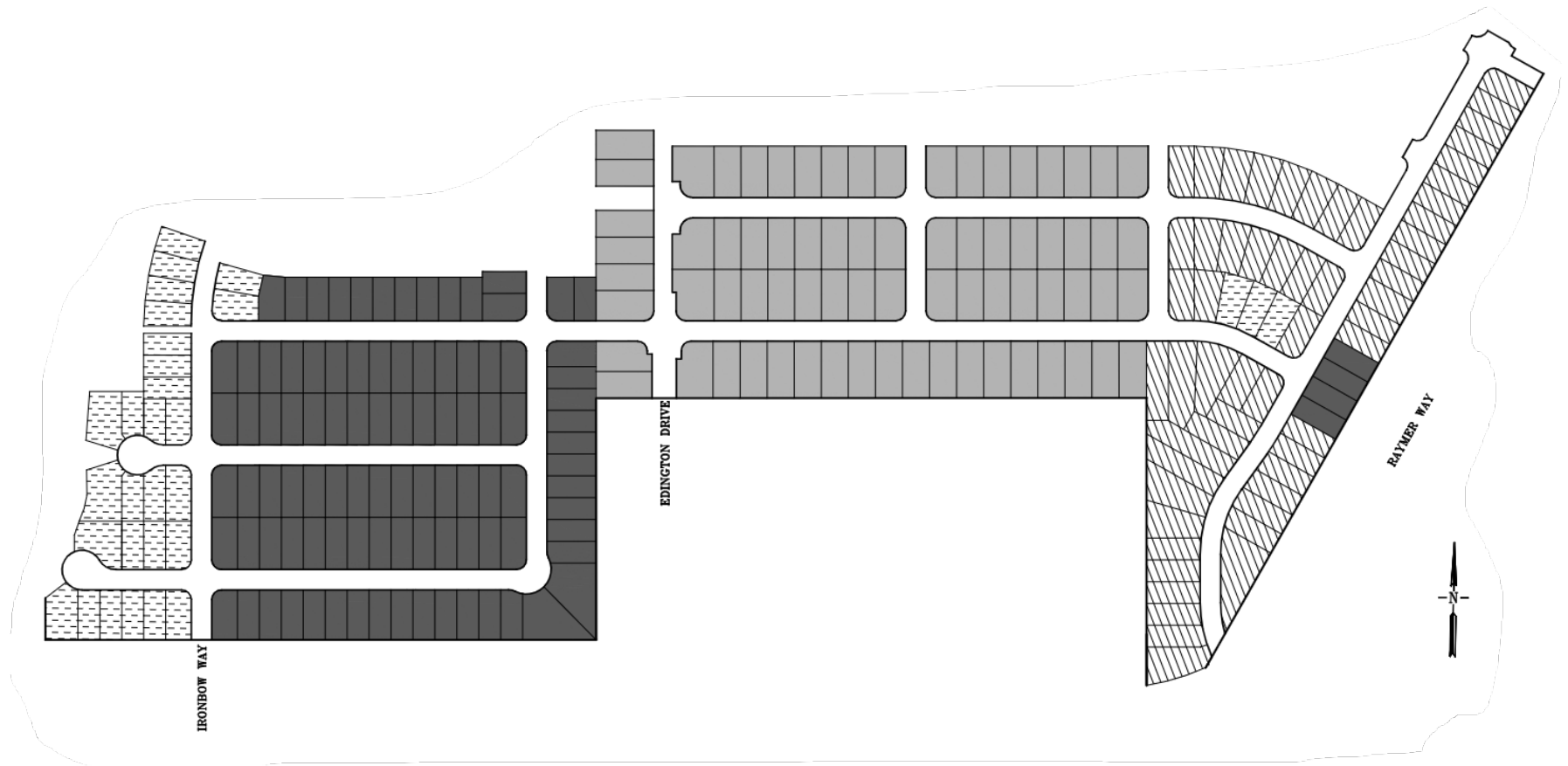
Interpretations may be made by Resolution of the City Council to interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Tax, method of apportionment, classification of properties, or any definition applicable to Improvement Area No. 1 of the CFD, as long as such correction does not materially affect the levy and collection of Special Taxes. The City, upon the request of an owner of land within Improvement Area No. 1 which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within Improvement Area No. 1, provided such amendment only affects such owner's land. Under no circumstances may such revisions to the RMA decrease the Expected Maximum Special Tax Revenues to a level that will reduce debt service coverage below the Required Coverage.

ATTACHMENT 1

**Improvement Area No. 1
City of Rancho Cordova
The Preserve
Community Facilities District No. 2025-1**

**Identification of Tax Zones and Expected Lot Layout
in Improvement Area No. 1**

IMPROVEMENT AREA NO. 1, THE PRESERVE CFD 2025-1
IDENTIFICATION OF TAX ZONES AND EXPECTED LOT LAYOUT



TAX ZONES:

	CYAN (TAX ZONE 1)
	AQUA (TAX ZONE 2)
	AZURE (TAX ZONE 3)
	COBALT (TAX ZONE 4)

ATTACHMENT 2

**Improvement Area No. 1
City of Rancho Cordova
The Preserve
Community Facilities District No. 2025-1**

Expected Land Uses and Expected Maximum Special Tax Revenues

Tax Zone	Land Use Category	Expected Residential Units/Acreage	Base Special Tax (FY 2024-25) *	Expected Maximum Special Tax Revenues (FY 2024-25) *
Tax Zone 1	Single Family Property Other Property	100 Residential Units 0 Acres	\$1,268 per Residential Unit \$15,147 per Acre	\$126,800
Tax Zone 2	Single Family Property Other Property	30 Residential Units 0 Acres	\$1,539 per Residential Unit \$17,285 per Acre	\$46,170
Tax Zone 3	Single Family Property Other Property	56 Residential Units 0 Acres	\$1,533 per Residential Unit \$15,375 per Acre	\$85,848
Tax Zone 4	Single Family Property Other Property	73 Residential Units 0 Acres	\$2,053 per Residential Unit \$18,879 per Acre	\$149,869
Expected Maximum Special Tax Revenues (FY 2024-25 \$)				\$408,687

* On July 1, 2025, and each July 1 thereafter, all dollar amounts shown above shall be increased by two percent (2%) of the amount in effect in the prior Fiscal Year.

MEMORANDUM



ITEM 10.2.

DATE: March 17, 2025
TO: Honorable Mayor and Council Members
FROM: Ka Vang, Management Analyst
Stefan Heisler, Housing Manager
SUBJECT: **A RESOLUTION APPROVING THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR SUBMITTAL TO US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

The 2024 CDBG CAPER would be submitted for HUD review according to requirements and timelines upon adoption of the Resolution.

BACKGROUND

The City receives an annual entitlement allocation of CDBG funds from HUD. The City received \$628,109 of CDBG funds in Program Year (PY) 2024 and \$47,000 in rollover funds. CDBG allows the City to carry out housing and community development projects and programs, such as housing rehabilitation, neighborhood infrastructure improvements, and public services, for low- and moderate-income individuals, households, and neighborhoods.

HUD requires an annual evaluation of the programs and projects funded through its CDBG grant allocation, known as the CAPER. The PY 2024 CAPER describes the City's accomplishments in the implementation of programs and activities under the CDBG program. It also reports the progress of the City in meeting overall five-year goals and priorities identified as part of the 2020-2024 Consolidated Plan.

CDBG regulations require that the public be given a 15-day period in which to review the CAPER and provide comments prior to its approval by the City Council. A public notice announcing the availability of the CAPER was published in the Grapevine Independent on February 14, 2025, and copies of the CAPER were made available for public review at City Hall and on the City's website on February 28, 2024. The public comment period closes on March 17, 2025, and any comments received will be acknowledged and incorporated into the final draft of the CAPER and submitted to HUD.

PY 2024 was the City's fifth year of the 2020-2024 Consolidated Plan cycle. The City's program is in good standing with HUD, and program administrators have continued to work on refining guidelines and procedures, assisting service providers to provide technical assistance in administering CDBG funds, and partnering with regional neighbors to improve efficiencies and identify best practices for program administration.

A summary of the accomplishments achieved in 2024 includes:

- Helping 269 low-income households, including families at risk of homelessness, remain in their housing;
- Providing social services and meals for 148 seniors in the community;
- Completing 14 housing rehabilitation projects on homes occupied by low-income households; and
- Providing youth and mentoring services to 49 at-risk youths.

FISCAL IMPACT AND FUNDING SOURCE

The CAPER has no direct fiscal impact on the City.

ATTACHMENT(S)

1. Resolution
2. 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR SUBMITTAL TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Rancho Cordova has applied for and received Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG program; and

WHEREAS, HUD requires that entitlement jurisdictions complete an annual evaluation of their grants programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, City staff have completed the 2024 CAPER; and

WHEREAS, a public notice announcing the availability of the CAPER and a 15-day public comment period for the report was published in the Grapevine Independent on February 14, 2025; and

WHEREAS, the 15-day public comment period opened February 28, 2025, and closed March 17, 2025, and the CAPER has been considered by the Rancho Cordova City Council.

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

Approves the 2024 CAPER; authorizes the City Manager, or his designee, to submit the CAPER to HUD; and authorizes staff to make technical modifications to the CAPER as required by HUD, and pending any public comment received prior to March 17, 2025.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 10.2.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

Siri Pulipati, Mayor

CR-05 - Goals and Outcomes**Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Listed below are the approved projects and programs that were funded using the City's 2024 CDBG allocation. These programs were selected through a competitive application process that occurred in July and August of 2023. Each project was selected to assist in carrying out the City's CDBG priority needs, as identified in the 2020-2024 Consolidated Plan's Strategic Plan section:

- \$29,218 in funding was allocated to Meals on Wheels by ACC, a program that aids senior populations, including homebound seniors, by providing access to nutritious meals.
- \$26, 137.50 in funding was allocated to Folsom Cordova Community Partnership to help support the Group Mentoring Initiative program. This program provides youth support and improves community involvement through intensive one-on-one and group youth mentoring.
- \$26,137.50 in funding was allocated to The Empowered Life Community Program to help support the SheBuilds program, supporting female youths from LMI households
- \$12,725 in funding was allocated to Sacramento Self-Help Housing for a renter's helpline, which provides counseling and mediation services for landlord/tenant disputes for City residents in a housing crisis or dispute.
- \$8,019 in funding was allocated to Sacramento Self Help-Housing for fair housing services, which includes advocacy, enforcement, mediation, and marketing and education materials.
- \$140,000 in funding was allocated to the City of Rancho Cordova's Public Works Department for an ADA Sidewalk Improvement project for sidewalk repair within target area to bring to code with ADA regulations.

- \$320,903.70 (\$297,000 in EN funding and \$23,903.70 in Reallocated funding?) in funding was allocated to Rebuilding Together Sacramento for homeownership repairs through the Roof Rehab & Repair Program and the Critical Systems Home Repair program.
- \$111,981 in funding was allocated to the City of Rancho Cordova's Housing Division for the general administrative costs to facilitate and manage the CDBG program. Administrative costs include the management of monitoring efforts, assisting subrecipients of CDBG funds with information and guidance on CDBG policies and procedures, planning for future CDBG goals and actions, and any other general administration activities involved in the implementation of the CDBG program.
- \$0 in funding was allocated to HOME Monitoring as City is recipient of State HOME funds and is required to perform annual monitoring on HCD's behalf.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Project/Activity	Agency/Operator	Goal	Funding	Total Expenses	Indicator	Unit of Measure	Goal 5 yr Plan	Act. 5 yr Plan	% Comp.	Goal 2024	Act. 2024	%Comp.
Planning and administration - PA24												
Planning and administration	City Staff	Planning and Administration	\$111,981.00	\$111,752.84	Successfully administered the CDBG program according to HUD regulations	Efficient administration				NA	NA	NA
Planning and Administration: Fair Housing	Project Sentinel	Homelessness Prevention	\$8,019	\$8,019	Public Services Low/Mod Housing Benefit	Household Housing unit				NA	NA	NA
Planning and administration: HOME Monitoring	City Staff	Planning and Administration	\$0	\$0	Monitoring City's State HOME project	Monitoring City's State HOME project				NA	NA	NA
Public Services - PS 24												
Homeless Prevention - Houses and Housing							2,100	915	43.50%	445	269	60%
Renters Helpline	2-1-1 Connect	Homelessness Prevention	\$12,725	\$12,725	Public Services Low/Mod Housing Benefit	Household Housing Unit				445	269	60%
Senior and disability services - Persons Assisted							500	1,032	206%	132	148	112%
Senior Nutrition Program	Meals on Wheels	senior and Disability services	\$29,218.30	\$29,218.30	Public services other than Low/Mod Housing Benefit	Persons Assisted				132	148	112%
Child and Youth services - Persons Assisted							1000	1,727	172.70%	55	49	89%
Youth Mentoring	Folsom Cordova Community Partnership	Youth Services	\$26,137.50	\$26,137.50	Public services other than Low/Mod Housing Benefit	Persons Assisted				25	24	96%
The Empowered Life Community Program	SheBuilds	Youth Services	\$26,137.50	\$26,137.50	Public services other than Low/Mod Housing Benefit	Persons Assisted				30	25	83%
Housing Preservation Program HP-24							70	70	100%	12	14	116%
Housing Preservation - Housing Units												
Critical Repair Program		Housing Preservation - Homeless Prevention	\$320,903.70	\$320,363.97	Homeowner Housing Rehabilitated	Household Housing Unit				12	14	116%
Public Infrastructure PI-24							30,000	51,760	173%	1	1	100%
Public Infrastructure - Persons Provided Improved Access												
2024 ADA Side Walk Improvement Project	Public Works	Public Improvements	\$140,000	\$0	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Low-income area				0	0	0
Table 1 - Accomplishments - Program Year & Strategic Plan to Date												

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The 2024 program year was the fifth year of the 2020-2024 Five Year Consolidated Plan. The 2020-2024 Consolidated Plan identifies the following nine goals and priorities for projects that the City intends to fund through CDBG allocations during the plan’s five-year cycle. Those goals are as follows:

• Homelessness Prevention • Public Infrastructure • Public Facilities • Senior and Disability Services • Homeless Housing • COVID-19 Preparation, Prevention, and Response • Child and Youth Services • Housing Preservation Program • Program Administration

CDBG-funded programs in the 2024 program year aligned with six of the nine goals that are outlined in the 2020-2024 Consolidated Plan. The six goals supported in 2024 were Homelessness Prevention, Senior Services, Child and Youth Services, Public Infrastructure, Housing Preservation Program, and Program Administration. Table 1 above shows these goals and their associated projects in more detail, along with the one-year progress against the five-year goals established in the Consolidated Plan.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	167
Black or African American	125
Asian	28
American Indian or American Native	7
Native Hawaiian or Other Pacific Islander	8
Total	335
Hispanic	41
Not Hispanic	294

Table 1 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The table above shows the racial and ethnic distribution of persons who received assistance or services through the regular entitlement CDBG program during the 2024 program year. The City strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. All of the CDBG-funded public service programs, including senior services, youth services, and housing counseling, are available to residents citywide. Projects that focus on facility or infrastructure improvements are generally limited to the CDBG target area so they may benefit as many low- and moderate-income residents as possible.

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$1,127,776.78	\$534,353.66
Other	public - federal	\$861,317	\$861,317

Table 2 - Resources Made Available**Narrative**

In the 2024 program year, the City received an award of \$628,109 and \$499,654.78 in prior year funds. The following is a list of 2024 City CDBG programs and approved allocation amounts:

- **Planning and Administration**
 - Planning and Administration - \$111,981.50
 - Project Sentinel: Fair Housing Services - \$8,019
- **HOME Monitoring** - \$0
- **Housing Preservation Program**
 - Preservation Program Rebuilding Together Sacramento: Housing Repair - \$320,903.70
- **Non-Housing Community Development Needs**
 - Public Facilities/Infrastructure ADA Sidewalk Improvement Project - \$140,000
- **Public Services**
 - Meals on Wheels: Senior Nutrition - \$29,218.30
 - Folsom Cordova Community Partnership: Youth Rise Program - \$26,137.50
 - SheBuilds - \$26,137.50
 - Community Links 211: Renters Helpline Community Outreach \$12,725

All recipients and subrecipient programs performed according to CDBG Laws and Regulations, found in Federal code of Civil Procedure, 24 Code of Federal Regulations (CFR) Part 570 Community Development Block Grants. In addition, to all laws and regulations, the City and its subrecipients have made regular drawdowns and completed during the program year, and all projects were completed within their allocated budget. The City has met timeliness requirements every year since becoming an entitlement jurisdiction.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Target Area	73		Critical Rrepairs projects, ADA Sidewalk program take place in the CDBG target
Citywide	27		211 Connect, Meals on wheels, Folsom Cordova Partnership, and Fair Housing

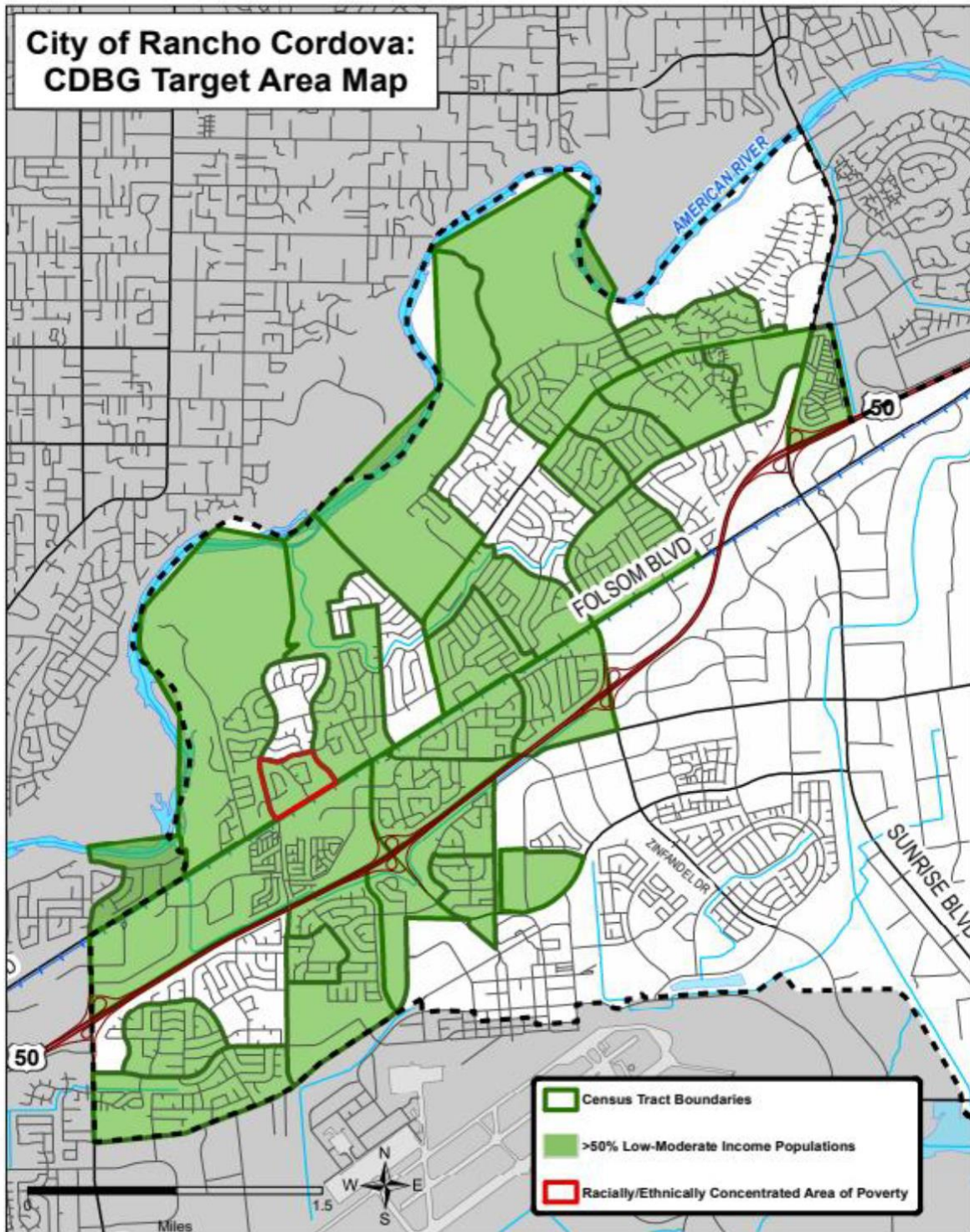
Table 3 – Identify the geographic distribution and location of investments**Narrative**

For the 2024 program year allocation, approximately 73 percent (\$460,903.70) was spent on activites in the CDBG target area (net administration expenses).

Geographic distribution of activities in swidely varied, but most activities take place in or near low-or-moderate-income areas. The location of an activity largely depends on the type of activity. Some of the City's 2024 CDBG activities, such as Meals on Wheels and 2-1-1 Connet's Renter's Helpline, are able to serve populations across the entire City, while other projects and programs are located and provided to populations in the CDBG target area. The primary geographic area identified for use in CDBG-funded activities is the CDBG target area, which is made up of census tracts in which more than 50 percent of households earn less than 80 percent of area median income (AMI).

Although the Rental Housing Inspection Program and Code Enforcement activities are no longer funded through CDBG, these services continue to take place in CDBG target areas. The investment of other public and private funds in these areas will provide a comprehensive approach to revitalization.

As shown in **Map 1**, much of the City, including many residential neighborhoods, is in the CDBG target area. This allows for a significant percentage of the annual CDBG allocation to be focused in these low-moderate income areas of the City.



Map A1

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Federal funds require additional regulation, labor compliance standards, and administration that can add a significant cost burden to a new affordable housing project or a rehabilitation project. For new construction and large-scale rehabilitation of affordable housing, the City prefers to pursue funding that does not significantly increase the building cost, unless there are sufficient federal funds to benefit the project's bottom line. The CDBG allocation to the City does not add sufficient value to offset the increased costs for most of the City's affordable housing development efforts. Therefore, the City focuses CDBG funding either on projects that are already burdened with the federal reporting requirements or on projects where there is no other viable funding source and the project can be completed with the available CDBG funding. The City's CDBG program does not have any match requirements. The City has pursued State of California housing funds whenever appropriate and will continue to look for opportunities to leverage private and non-federal resources. The City will also begin to require that CDBG subrecipients demonstrate sufficient committed non-CDBG funding, so that projects will have the best results for the community and the low- and very low-income residents they are intended to serve. Sources may include tax credits, infrastructure infill grants, sustainable community grants, veterans housing grants, and, for the single-family owner-occupied housing rehabilitation program, CalHome funding.

The City did not utilize publicly owned land or property to address the needs identified in the 2024 Annual Action Plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 4 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 5 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Federal funds require additional regulation, labor compliance standards, and administration that can add a significant cost burden to a new affordable housing project or a rehabilitation project. For new construction and large-scale rehabilitation of affordable housing, the City prefers to pursue funding that does not significantly increase the building cost, unless there are sufficient federal funds to benefit the project's bottom line. The CDBG allocation to the City does not add sufficient value to offset the increased costs for most of the City's affordable housing development efforts. Therefore, the City

focuses CDBG funding either on projects that are already burdened with the federal reporting requirements or on projects where there is no other viable funding source and the project can be completed with the available CDBG funding. The City's CDBG program does not have any match requirements. The City has pursued State of California housing funds whenever appropriate and will continue to look for opportunities to leverage private and non-federal resources. The City will also begin to require that CDBG subrecipients demonstrate sufficient committed non-CDBG funding, so that projects will have the best results for the community and the low- and very low-income residents they are intended to serve. Sources may include tax credits, infrastructure infill grants, sustainable community grants, veterans housing grants, and, for the single-family owner-occupied housing rehabilitation program, CalHome funding.

The City did not utilize publicly owned land or property to address the needs identified in the 2024 Annual Action Plan.

the CDBG target area.

The City also preserves affordable housing through code enforcement and rental inspection efforts, which ensure that all rental housing is safe and habitable. The continued success of the Rental Housing Inspection and Code Enforcement programs, run by the City's Neighborhood Services Division.

Discuss how these outcomes will impact future annual action plans.

The City plans to address housing needs, but without significant additional resources, the City will continue to focus CDBG dollars where they will do the most good for low- and moderate-income households through better access to affordable housing, services, and public infrastructure. The City's plan for the 2024 program year is to continue cooperating and actively engaging the County of Sacramento in its attention to homelessness issues, including chronic homelessness and near homelessness. The City will continue to contract with Community Links 2-1-1 Connect to provide housing counseling and homelessness prevention to Rancho Cordova residents. For anyone that wishes to learn more information about 2-1-1 Connect, information is accessible to Rancho Cordova residents at <https://www.211.org/>, by telephone, and by walk-in appointment.

Due to the continued success of Rebuilding Together Sacramento's Critical Systems Repair project, the City will continue to fund this program in the 2025 AAP. This program has proven to be effective in assisting low-income individuals with housing repairs and directly benefiting individuals who lack alternative options to housing improvements. Additionally, this organization continues to abide by CDBG reporting and reimbursement procedures, which is a beneficial aspect to the administration costs of the CDBG program.

The City has phased out these two programs for the 2024 program year. However, blight, nuisance prevention, and mitigation of rental housing unit is still carried out in the CDBG target area by other funds.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	340	0
Low-income	87	0
Moderate-income	41	0
Total	468	0

Table 6 – Number of Households Served

Narrative Information

Income categories for the CDBG program are set through the HUD Metro Fair-Market-Rate Area (HMFA) formula. HUD adjusts this formula each year to address inflation and changes in household costs. The CDBG requirement is that a minimum of 70 percent of all CDBG recipients must be low to moderate income. The HMFA for Sacramento-Roseville-Arden Arcade, CA Metro Area in the 2024 program year was \$113,300 for a family of four; since 80 percent of HMFA is considered low income, this calculates to \$94,300 for a family of four. All persons assisted with CDBG-funded programs are required to provide income data to identify which category they fit: extremely low income (30 percent or less of HMFA), low income (31-50 percent of HMFA), moderate income (51-80 percent of HMFA), or above moderate income (81+ percent of HMFA). About 97 percent of persons assisted through CDBG funds were low- to moderate-income individuals.

Our Housing Element identifies housing solutions that solve local housing problems. It includes goals, policies, and actions to ensure development in affordable housing for families, individuals, and persons of disability. Our Consolidated Plan five-year strategy also identifies the need for affordable housing as a priority. The City of Rancho Cordova is successful at finding and applying alternative funding for past and future affordable housing projects. The Crossings at New Rancho and Crossings at Woodberry are projects that provide housing for low-income to extremely low-income households. A percentage of the housing units must be able to convert for a person with a disability. The Mather Veterans Village is another project built to meet the demand for affordable housing for veterans and those with a disability. These projects highlight the City's continued commitment to ensure affordable housing for all.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City established a set of strategies and priority actions to expand homeless services and provide supportive housing opportunities to elderly persons, disabled veterans, and other persons with special needs. Since CDBG funding fluctuates from year to year, the City is seeking additional funding for programs and services aimed at assisting homeless persons and non-homeless special needs populations to supplement funding of current programs.

During the 2024 program year, the City began working with Community Links 2-1-1 Connect to assist homeless and special needs populations. 2-1-1 Connect provides vital homelessness prevention services and resources to individuals and families who are at imminent risk of homelessness due to housing discrimination and/or landlord disputes. They also provide a Renters Helpline, as well as Housing Counseling, to help with landlord/tenant disputes and housing discrimination cases. A collaborative approach between 2-1-1 Connect and Project Sentinel provides a telephone hotline, tenant education and housing assistance, and mediation services for Rancho Cordova residents in a housing crisis or dispute. The 2-1-1 Connect team deals directly with concerns about landlord/tenant disputes while fair housing issues are identified and referred to Project Sentinel. The collaborative team aims to reduce housing discrimination, promote public awareness of fair housing laws and rights, and assist persons with disabilities, and to protect residents in danger of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City participates in the regional Continuum of Care (CoC) through the nonprofit Sacramento Steps Forward (SSF). SSF manages the Sacramento Area CoC process, which establishes a set of strategies and priority actions to expand the City's homeless programs and services and provide supportive housing opportunities and services. The CoC is working on several system updates to improve the flow of shelters and transitional housing, which includes policy and process improvement for the County shelters, lower barriers to housing programs, and improvement to placements into the different housing services offered in the region. Rancho Cordova is also home to the Mather Community Campus, a transitional living facility that supports homeless individuals and families and includes job training, as well as housing and supportive services. The City also coordinated with the County, Mather Veterans Administration Hospital, and a competitively selected nonprofit development team to develop a comprehensive range of housing opportunities for homeless, near-homeless, and disabled veterans. None of these efforts are funded through CDBG and are all supported through other funding sources and staff time.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City contracts with Community Links 2-1-1 Connect to provide counseling to low-income households who are at risk of becoming homeless. This program is intended to prevent homelessness, and the counseling helps individuals and households to maintain housing stability. Clients receiving services also include those discharged from public institutions. Sacramento Steps Forward's Coordinated Access System (CAS) serves as the foundational framework for accessing shelter and crucial resources within the region. 2-1-1 Connect also provides assistance to tenants facing relocation as the result of the sale or dilapidation of their housing or other catastrophe. Residents can also call the Renters Helpline at (916) 498-1000 or 2-1-1 and get access to homeless and homelessness prevention services. Through a collaborative approach between 2-1-1 Connect and Project Sentinel, the City is able to help facilitate the provision of a telephone hotline, tenant education, housing assistance, and mediation services for Rancho Cordova residents in a housing crisis or dispute.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City refers individuals to housing counseling providers that keep a detailed database of housing resources that are available to homeless and near-homeless residents. Rancho Cordova is home to the Mather Veterans Village, which provides transitional and permanent supportive housing specifically for homeless and near-homeless veterans in the region. The Mather Community Campus provides units as both a permanent and transitional living facility, as well as offering job training and supportive services for homeless individuals and families to prevent repeated patterns of homelessness. The City does not receive enough CDBG funds to support these projects solely through the CDBG program and relies on coordination with other agencies and nonprofits as well as alternative funding sources to support these projects.

Additionally, the City's 2021-2029 Housing Element identifies a specific policy to remove potential constraints to housing for persons with disabilities:

- H.3.3 – Provide housing for special needs populations, including housing accessible for persons with disabilities (including veterans as a primary target group), persons with development disabilities,

large households, people experiencing homelessness, farmworkers, and , and single-parent households.

Projects such as the Mather Veterans Village work to address underserved needs of individuals in the City with disabilities and other special needs. Concurrently, goals and policies in the Housing Element, such as the one mentioned above, work to break down barriers to affordable housing among these same populations.

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

The City does not own any public housing; however, the local public housing authority, Sacramento Housing and Redevelopment Agency (SHRA), manages public housing units across 10 properties complexes and several single-family homes throughout the City. Additionally, there are 698 affordable housing units of various sizes (1, 2, 3, and 4 bedrooms) in the City, financed by SHRA. The 2020-2024 Consolidated Plan does not include plans to construct or operate public housing. The remaining affordable housing units are operated by various nonprofits, with prominent operators including VOA, which runs components of the Mather Community Campus transitional housing program, and Mercy Housing, which operates the 100 units of permanent supportive housing at the Mather Veterans Village.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

While the City is dedicated to increasing community outreach and involving neighborhoods in the decision-making process, the City does not plan to participate in any activities to increase resident involvement in SHRA-owned and -operated public housing unless specifically asked to do so by SHRA.

Actions taken to provide assistance to troubled PHAs

SHRA has a Satisfactory Participation Score with HUD.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives, and the operation of a home rehabilitation and repair program, as well as several other options. Details of these actions can be found in the City's 2021-2029 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has removed regulatory barriers.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The need for affordable housing for lower-income households and supportive housing for persons with special needs continues to exceed available resources. The City has provided services, discussed previously in the Homeless and Other Special Needs narrative, and has worked to offer housing opportunities to underserved groups, including homeless individuals and veterans with disabilities. The City continues its active participation in County, Mather Veterans Administration Hospital, and service provider efforts to locate and develop a continuum of housing opportunities for disabled veterans. The City has continued its work with neighboring jurisdictions, such as the County of Sacramento, City of Sacramento, City of Citrus Heights, and City of Elk Grove, and agencies such as SHRA and the Sacramento Area Council of Governments, to address the regional issues that affect the needs of target-income persons and special needs populations. The goal in this effort is to reduce the burden of providing services within each jurisdiction with CDBG funding. The City has worked directly with service providers and local, state, and federal agencies (e.g., HUD and the California Department of Housing and Community Development).

The City also plans to use its CDBG funds to promote the local provision of services for low- and moderate-income residents in Rancho Cordova. Furthermore, the City will encourage area service providers to offer services in the community. In the 2024 program year, several organizations (including 211 Connect, Project Sentinel, Meals on Wheels, USNRG SheBuilds, and Folsom Cordova Community Partnership) are being funded with CDBG funds and continuing to provide services in Rancho Cordova. The City addressed the worst-case housing needs of persons with disabilities through activities that serve the City generally. The City funded the Renters Helpline, Housing Counseling, and Critical Repair Program during the 2024 program year:

- Renters Helpline responds to requests from Rancho Cordova residents at-risk of becoming homeless.

- Homeless Prevention is facilitated through Sacramento Steps Forward's Coordinated Access System (CAS), which provides counseling and support services to residents at risk of homelessness or to homeless persons to aid them in securing housing.
- Critical Repair Program provides home repairs to single-family homeowners.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City works with certified lead-based paint inspectors to identify lead-based paint hazards when necessary. These inspectors are qualified to conduct lead-based paint identification, assessment, and clearance services to reduce lead hazard. When needed, Rebuilding Together Sacramento conducts lead-based paint inspections through qualified contractors during housing rehabilitation activities.

The City complies with the Residential Lead-Based Paint Hazard Reduction Act of 1992 as implemented in 24 CFR 35 Subpart B. Compliance includes the following strategy:

Housing Rehabilitation: All housing rehabilitation activities funded under this plan will assess lead hazard risk before proceeding, including the planned Emergency Repair Grant Program. This applies to any work on structures constructed prior to January 1, 1978. The work will comply with the appropriate level of protection indicated in 24 CFR 35.100. All work on homes constructed prior to January 1, 1978, will have a lead hazard risk assessment conducted as described in 24 CFR 35.110. At the completion of any prescribed lead hazard reduction activities, a clearance examination is required as described in 24 CFR 35.110.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues to fund public services intended to help poverty-level families. The City's anti-poverty strategy is based on revitalizing Rancho Cordova's existing housing stock to provide safe and decent places to live, and on supporting the services of social services agencies that promote income and housing stability. The City's strategy also includes supportive services for target-income residents, including senior and youth services. For example, the City funded 2-1-1 Connect for the 2024 program year, as 2-1-1 Connect provides vital services and resources to families who are homeless or are at imminent risk of homelessness, and Rebuilding Sacramento Together, a program that helps low-income homeowners rehabilitate necessary health- and safety-related issues in their homes in order to avoid homelessness due to habitability issues.

The City also continued to fund other anti-poverty programs, such as the Senior Nutrition program offered by Meals on Wheels and the Folsom Cordova Community Partnership's Group Mentoring

Initiative for Youth populations and their families. This latter program supports youth and enhances community involvement through intensive one-on-one youth mentoring to help improve economic opportunities for low-income youth in Rancho Cordova. In November 2020, Rancho Cordova voters approved Measure R, a half-cent sales tax measure, which will generate an estimated \$12 million revenue for the City's general fund. Funds may be used to attract jobs and address homelessness.

In November 2014, Rancho Cordova voters approved Measure H, a half-cent sales tax measure, which has generated revenue for the City's general fund. The local fund is called the Community Enhancement Fund and provides funding for projects administered by individual residents, organizations, businesses, and community partners who are interested in enhancing the Rancho Cordova community. During the 2024 CDBG program year, there were several Community Enhancement Fund projects, many of which will reduce the number of poverty-level families. Projects include, but are not limited to, on-site youth career centers, senior nutritional support, youth meal services, food pantry improvements, home repairs, and a winter homeless shelter.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City developed a monitoring system to ensure that the activities carried out in furtherance of the AAP are done so in a timely manner in accordance with the federal monitoring requirements of 24 CFR 570.501 and 2 CFR 200 and all other applicable laws, regulations, policies, and sound management and accounting practices. The objectives of the monitoring plan are described in more detail in the Consolidated Plan.

The City's Community Development Department is responsible for the management, implementation, and monitoring of Consolidated Plan documents, including the AAP and all other subsequent documents related to the implementation of the CDBG program.

City staff administer the programs and activities funded with CDBG funds. These staff members work with the individual City divisions, such as Public Works, as well as partner districts, such as Folsom Cordova Unified School District, to develop procedures and coordinate the administration of programs that will be carried out by these divisions. Designated staff will also work closely with the providers of CDBG-funded services and programs that are not carried out by the City.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City strives to provide training opportunities and technical assistance to grant subrecipients and works to establish best practices. The City's goal is for all subrecipients to update their programs to integrate industry best practices into the day-to-day and long-term activities of programs. In addition, the City is continuing its initiative to coordinate activities with neighboring cities, especially in regard to responding to fair housing-related efforts. Coordinated efforts include joint monitoring of common service providers, standardizing reporting requirements and forms to encourage efficiency and

Consistency and sharing information from workshops.

During the 2024 program year, the City implemented contracts with local service organizations that provide assistance to senior/elderly households, households at imminent risk of homelessness, and special needs populations. These subrecipients have all received CDBG funding in the past from the City. City staff and City Council have realized the continued need for these services.

The City will continue its work with neighboring jurisdictions, such as the County of Sacramento, City of Sacramento, City of Citrus Heights, and City of Elk Grove, and agencies such as SHRA and the Sacramento Area Council of Governments, to address the regional issues that affect the needs of target-income persons and special needs populations. The City also intends to work directly with service providers and local, state, and federal agencies (e.g., HUD and the California Department of Housing and Community Development).

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

On June 21, 2021, the City of Rancho Cordova adopted the 2021–2029 Housing Element. The Housing Element includes an analysis of vacant and underused land in the City that can be developed into housing for low-, moderate-, and above moderate-income housing. It also contains an analysis of potential governmental and nongovernmental constraints to housing development in the City as well as policies and goals the City should take to produce more affordable housing. During the 2024 program year, the City partnered with Project Sentienl to provide fair housing and landlord/tenant services. The City is also a partner in the Renters Helpline, a service offered by 2-1-1 Connect that is designed to determine if calls they receive represent a fair housing issue or a landlord/tenant or life crisis issue. 2-1-1 Connect staff is trained to answer calls and make accurate determinations. In the City of Rancho Cordova, the Renters Helpline assisted 269 (2-1-1) and Project Sentinel 19 persons between January 1, 2024, and December 31, 2024.

The Analysis of Impediments report identified issues with disproportionate housing needs, segregation and integration, and access to opportunity for residents in the City of Rancho Cordova.

Disproportionate Housing Needs

A portion of new construction homes for sale in the city fall in the moderate price range compared to the region. The average market rate housing price per square foot in Rancho Cordova is cheaper than in Sacramento County. Future development of affordable housing will assist in resolving cost-burden and housing challenges for residents within the city. The city has set aside 120 acres of Regional Housing Needs Allocation (RHNA) sites to develop affordable housing projects.

On March 4, 2020, The City Council enacted a temporary moratorium on eviction to protect residential tenants in the city during COVID. This action prevented residents from being evicted and displaced due to income loss or health care cost from COVID. More recently, the city has responded to concerned

residents regarding space rent increases at the eight mobile home parks in the city. A committee was created to assist with negotiation between the mobile home park owners, the mobile home park industry associations, and residents. A resolution was reached by all parties and the Mobile Home Space Rent Memorandum of Understanding (MOU) was created. The MOU will restrict how much annual space rents can increase annually, assist with dispute resolution, and provide resources for rent subsidy programs for low-income tenants. The City actively monitors these mobile parks annually through an annual rent and pass through report.

Segregation and Integration

The city launched a Workforce Development Program through our Economic Development Department. The program offers free educational and training opportunities to Rancho Cordova residents who are unemployed, underemployed or want to upskill to compete for higher wage jobs. A continued partnership between the local food pantries and local businesses keeps donations flowing in to serve Rancho Cordova residents in need of food support.

Access to Opportunity

The city has four SacRT light rail stations, a SmarRT Ride shuttle service, and the Rancho CordoVan that offers multiple public transit routes to residents. The city's newly built youth center will provide a safe environment and year-round programs for elementary and teenage students with a focus of equity and inclusion, mentorship, academic support, and sports activities. The Mills Crossing project is currently in development. It will include up to 80,000 square feet of affordable performing arts, health center, wellness, cultural and community space, retail, a maker space for entrepreneur opportunities, and up to 120 units of housing, of which 50% will be affordable. In 2023, the city earned the Prohousing Designation from California's Department of Housing and Community Development. Garnering \$960,000 from the one-time Prohousing Incentive Program (PIP). This funding is directed to predevelopment design activities for the affordable housing section of the Mills Crossing Project. The city continues to improve sidewalks and rehabilitate streets in low-income and disadvantaged neighborhoods through the city's American Rescue Plan Act (ARPA) funding

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

City staff communicated with the subrecipients' staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. Staff provided technical assistance to subrecipients throughout the year as needed. During the 2024 program year, City staff performed desk monitoring to examine the progress the subrecipients were making toward performance targets. Subrecipients are required to report the demographics of their service population on a quarterly basis, as well as additional supporting information such as general ledger and program accounting documents. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or past performance issues have not been resolved.

The City has continued to emphasize the importance for subrecipients to gather complete and accurate information on the persons and/or households they serve, and to regularly report their progress. The City requires all applicable CDBG subrecipients to comply with minority/women business enterprise (MBE/WBE) requirements when procuring their activities. This is written into their subrecipient agreements. At each year's Notice of Funding Availability meeting, staff informs potential CDBG subrecipients that they will be subject to a monitoring every year that they receive CDBG funds. Additionally, for all construction projects that require adherence to Davis-Bacon, staff conducts a labor compliance review to ensure the project's procurement has followed MBE/WBE standards. In September 2024, CDBG staff conducted a monitoring of USNRG-SheBuilds and identified inconsistencies in financial management and document keeping. The subrecipient was notified of the findings and given adequate time to address and clarify the issue. Staff also indicated that if corrective action was not resolved, it could jeopardize future application approvals and awards. The CDBG program has successfully met expenditure deadlines in years past and is on target to meet its deadlines for the 2024 program year. The City is also current on quarterly and semi-annual reports due to HUD.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

This report was made available for public review during a 15-day public comment period from February 28, 2025 to March 17, 2025. A public notice announcing its availability was published

in the Grapevine Independent and posted on the City's website on February 28, 2025.

The public notice included the purpose of the report, the premise of the CDBG program, information identifying the public hearing that will be held to approve of the CAPER, the address of City Hall, staff contact names, mailing addresses, phone numbers, the website to view the report, and information on where to direct comments and questions. Copies of this CAPER were made available for public review and comment in electronic format found online on the City of Rancho Cordova's website (www.cityofranhocordova.org). City Council approved the CAPER at a public hearing held on March 17, 2025. The following is a summary of comments received from citizen participation:

- [Pending Comments]

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

n/a

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

n/a

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

n/a

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3**Identify the number of individuals assisted and the types of assistance provided**

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 7 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	0				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	0				
Direct, on-the job training (including apprenticeships).	0				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	0				
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	0				
Outreach efforts to identify and secure bids from Section 3 business concerns.	0				
Technical assistance to help Section 3 business concerns understand and bid on contracts.	0				
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	0				
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	0				
Held one or more job fairs.	0				
Provided or connected residents with supportive services that can provide direct services or referrals.	0				
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	0				
Assisted residents with finding child care.	0				
Assisted residents to apply for, or attend community college or a four year educational institution.	0				
Assisted residents to apply for, or attend vocational/technical training.	0				
Assisted residents to obtain financial literacy training and/or coaching.	0				
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	0				
Provided or connected residents with training on computer use or online technologies.	0				
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	0				
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	0				

Other.	0				
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Table 8 – Qualitative Efforts - Number of Activities by Program

Narrative

MEMORANDUM

ITEM 10.3.



DATE: March 17, 2025

TO: Honorable Mayor and Council Members

FROM: Nick Sosa, Senior Planner

SUBJECT: **JACKSON PROPERTIES WAREHOUSE STORAGE BUILDING – MAJOR DESIGN REVIEW AMENDMENT AND HEIGHT EXCEPTION (CEQA EXEMPT PURSUANT TO SECTION 15183. PROJECTS CONSISTENT WITH A COMMUNITY PLAN OR ZONING) – PROJECT NO. PLND-0924-0110**

PROPERTY OWNER: JPI XXIX, L.P. Vincent Fugina 155 Cadillac Drive, Suite 100 Sacramento, CA 95825	APPLICANT/DEVELOPER: PWC Architects Guy Duerwald 3320 Data Drive, Suite 200 Rancho Cordova, 95670
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PROJECT:	Jackson Properties Warehouse Storage Building – Major Design Review Amendment
FILE:	PLND-0924-0110
LOCATION:	10391 Peter A McCuen Boulevard, Mather, CA 95655
APN:	077-0420-001
PLANNER:	Nick Sosa, Senior Planner

RECOMMENDATION

Determine the project exempt per California Environmental Quality Act (CEQA) Guidelines Exemption 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning) and adopt the Resolution for the Jackson Properties Warehouse Storage Building Major Design Review Amendment and Height Exception, PLND-0924-0110, subject to the findings, Project Plans, and Conditions of Approval.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would determine the project exempt from further CEQA analysis and approve the Applicant's request for a Major Design Review Amendment and Height Exception to their previously approved project.

APPROVAL AUTHORITY

The project is located within the Mather Field Special Planning Area (MFSPA) which utilizes the 2003 Sacramento County Code as its regulatory document. Under Section 603-16 DESIGN REVIEW subsection (E)(ii) of the MFSPA, new construction projects that exceed 75,000 SF are considered a Design Review Level II. The City Council (equivalent to the Board of Supervisors) is considered the approval authority for Design Review Level II applications and therefore this project was originally brought to City Council for a determination in September of 2023. As the Council was the original approval authority, any amendments to this entitlement would also require approval from the City Council.

PROJECT BACKGROUND

The project is located on a 7.8+/- acre parcel located at 10391 Peter A McCuen Boulevard. The project site is within the Commercial/Office Park Subarea of the Campus District within the Mather Field Special Planning Area (MFSPA). The MFSPA was originally approved and implemented by Sacramento County in 1997. The intentions of the MFSPA are to convert the area from a military air base to a mixture of commercial, office, and public areas while also providing a cohesive design and integration into the surrounding community. Because the MFSPA was approved when the area was under the jurisdiction of the County, any development standards and/or guidelines not listed in the MFSPA would defer to the 2003 Sacramento County Code as the appropriate regulating document. The MFSPA and the 2003 Sacramento County code were the documents utilized in the review of the original project and will continue to be used for review of the proposed amendments.

The original project was approved on September 5, 2023, by the City Council (Resolution 129-2023) and the applicant is now requesting to amend that approval and re-orient the site. The original project included loading docks in front of the building along Peter A McCuen Boulevard with significant landscaping for screening. However, the Applicant is now proposing to relocate those docks to the rear of the building along with some minor façade changes and site improvements.

The project is located near the intersection of Peter A McCuen Boulevard and Mather Boulevard, adjacent to the existing airport outside of the Mather Field Approach/Departure safety zones as well as any Mather Field Noise Contours. The project is located within the Mather Field Overflight Zone which encapsulates the surrounding area of the Mather Field runway, however, warehousing and storage are listed as a compatible uses within this zone. The site is surrounded by existing office buildings mostly occupied by the California Office of Emergency Services (Cal OES) as shown in **Figure 1**.

Figure 1: Project Location



ANALYSIS

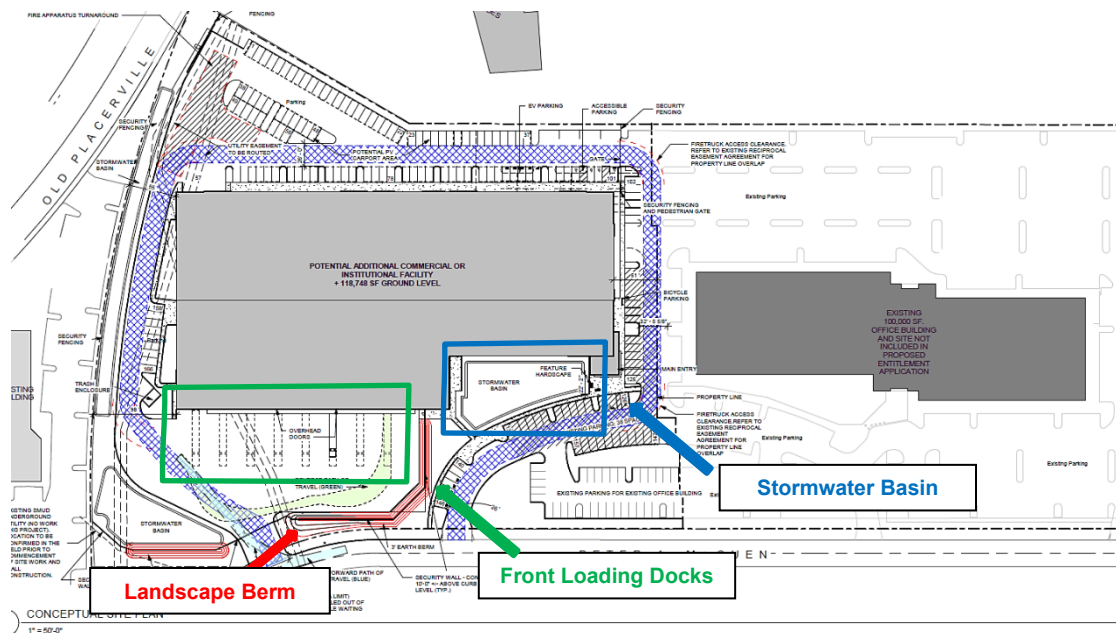
Major Design Review Amendment

The Applicant has submitted an application for a Major Design Review Amendment to modify their previous Design Review Approval for the Jackson Properties Warehouse-Storage building. The amendment proposes a slightly smaller building footprint, re-location of the building's loading docks, and re-location of site amenities such as parking, stormwater basins, and landscaping for the property.

Site Design and Parking

The original project proposed a 118,748 SF warehouse/storage building located between Peter A McCuen Boulevard and Old Placerville Road. The building included loading docks facing the public right of way with a landscape berm for screening. The project also continues to share a parking lot and frontage landscaping with the adjacent Cal OES Building F. The original site plan is shown in **Figure 2**.

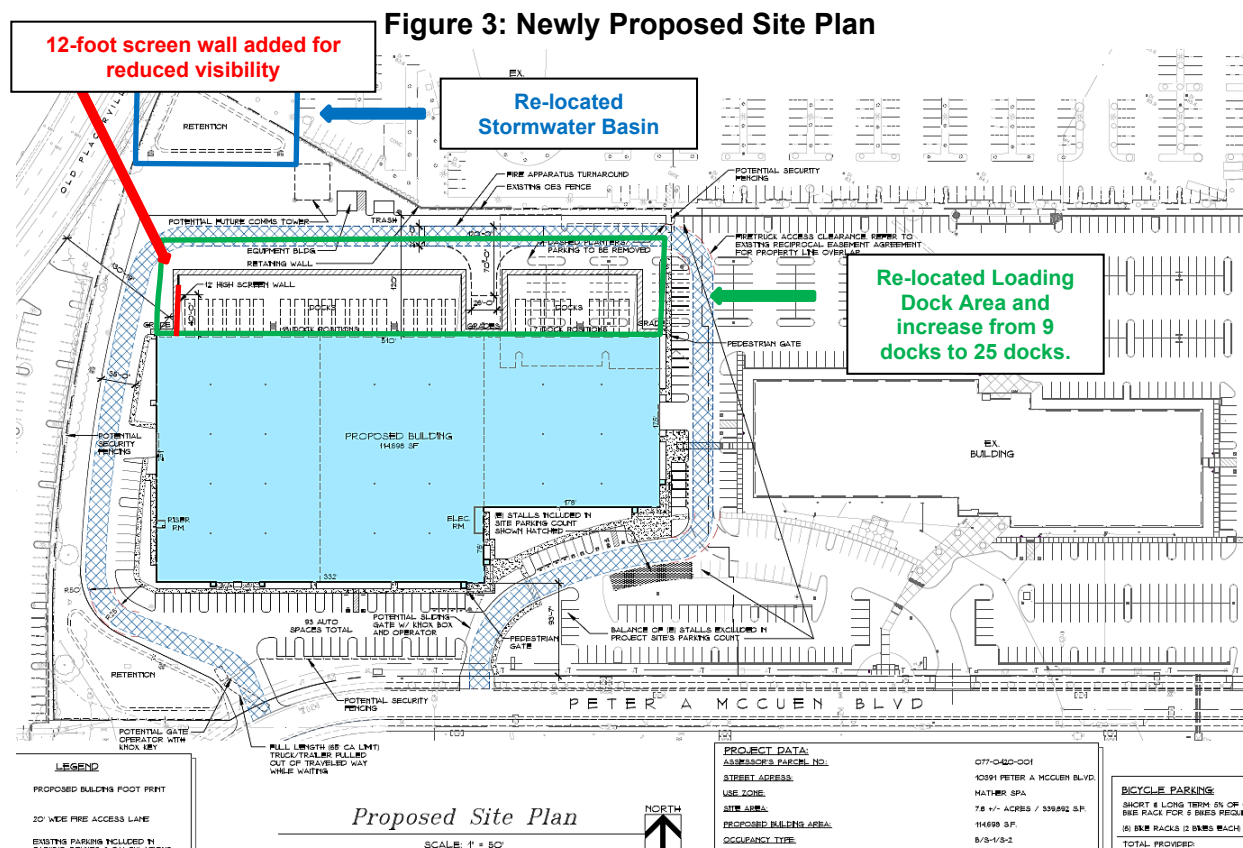
Figure 2: Original Site Plan (PLND-0622-0044)



The proposed modifications to the site plan include the re-location of the stormwater basin to the rear of the property adjacent to Old Placerville Road, the re-location of the loading docks from the front of the building to the rear of the building, and removal of the landscape berm along the Peter A McCuen Boulevard frontage. The modified site plan also results in a reduction of the overall building size from 118,748 SF to a new square footage of 114,698 SF, a difference of 4,050 SF.

A placeholder for a future communications tower has also been added to the site plan at the north end of the property (rear of the property) but is not included as part of the review of this application. Should the Applicant wish to add a communications tower at this location in the future, the project would be required to go through a separate application process and would warrant further review. A condition of approval has been added (COA #27) to ensure that all required entitlements are completed prior to building permit submittals.

With the re-location of the loading docks to the rear of the building, the number of docks has increased from the original approved 9 loading docks, to a total of 25 loading docks along the rear of the building. Per the Mather Field Special Planning Area (MFSPA) design guidelines for the Campus District, loading areas are encouraged to be located in the rear of the building to minimize visibility from the public right of way. With this site's unique position between Peter A McCuen Blvd and Old Placerville Road, although the docks are located in the rear there is potential visibility from the public and passersby along Old Placerville Road. Given this visibility, in combination with dense existing and proposed landscaping, the applicant has proposed a 12-foot-tall screen wall along the edge of the loading dock area as a screening mechanism for trucks along the rear of the building as well as added landscaping along the perimeter. The loading docks are below grade with a 4' drop at their lowest point. Therefore, given the 4' drop and the 12' screen wall, there would be a total of 16' of screening which would sufficiently screen a truck and trailer within the dock area. A condition of approval has also been added (COA #78) for construction of the screen wall. The newly proposed site plan can be seen in **Figure 3**.



Additionally, these changes also resulted in a significant reduction in parking spaces from 166 available on-site parking spaces to a total of 93 available parking spaces, a total reduction of 73 spaces. Although the building is a shell building, with no anticipated tenant at this time, the site still provides adequate parking given the potential 104,698 SF of warehouse and 10,000 SF of accessory office use of the building. These uses would require a parking requirement of 0.5 spaces per 1,000 SF of warehouse space and 2.7 spaces per 1,000 SF of office space, resulting in a total parking requirement of approximately 79 spaces (**See Table 1**). Future tenants other than a warehouse/storage use would require parking to be re-evaluated to ensure that parking continues to be sufficient.

Table 1: Parking Requirements

Use	Total Square Footage	Parking Ratio	Required
Warehouse	104,698 SF	0.5 spaces / 1,000 SF	52.349 spaces
Office	10,000 SF	2.7 spaces / 1,000 SF	27 spaces
Total Required =			79.349 spaces
Total Provided =			93 spaces

Trip Analysis

Additionally, the original project approved in 2022 did complete a trip generation memo which showed that as a light industrial building of 118,748 SF, the project could generate a total of 579

trips over the course of the day (i.e., ½ inbound and ½ outbound), with 88 trips in the peak weekday a.m. hours and 77 trips in the peak p.m. hours.

Although the revised site plan and building design does increase the number of loading dock doors from 9 roll up doors to 25 roll up doors, the overall square footage has been reduced by approximately 4,000 SF which has resulted in a slight reduction in trips generated. With the new design, the estimated number of daily trips has been reduced from 579 to 559 daily trips, a reduction of about 20. Also, the a.m. peak hour trips is now 85 trips (a reduction of 3) and the p.m. peak hour trips is now estimated to be 72 trips (a reduction of 5). Overall, the new design is projected to have less impact than the original approved project.

Landscaping

The project site and adjacent parcels include a significant amount of existing landscape that are beneficial to the proposed project. The site provides a total of 2 access points to Peter A McCuen Boulevard with no access points to Old Placerville Road. The project continues to be integrated directly into the parking area of the adjacent existing Cal OES Building F with shared parking and front landscaping which already has some existing parking lot trees and plantings at the existing entrance with street trees along Peter A McCuen Boulevard. The site also has existing trees along the west and south side of the property that provide dense screening of the site from Old Placerville Road and a softened street view from Peter A McCuen Boulevard (See Figure 4).

Figure 4: Existing Landscaping





EXISTING MATURE LANDSCAPING, EYE LEVEL FROM ACROSS OLD PLACERVILLE RD.
(THE YELLOW LINE REPRESENTS THE OUTLINE OF THE BUILDING VIEWED FROM THIS
LOCATION).

In addition to the existing landscaping, the project proposes a variety of trees and shrubs throughout the site in combination with the required bioretention basins. The project proposes approximately 90 additional trees on-site to provide added screening and exceed the minimum 50% parking lot shade requirements. The Applicant has lined the west perimeter with additional trees internal to the site to provide a denser natural screening for the loading dock area. The plan in **Figure 5** shows newly added trees internal to the site, adjacent to existing trees shown in **Figure 4**. At the northwesternmost tip of the property, with existing trees and limited space in this area, the applicant was unable to add additional trees but will be providing 12' high native evergreen shrubs (shown in yellow) to ensure that visibility remains minimal from Old Placerville Road.

Figure 5: Proposed Landscape Plan



All landscaping will be properly irrigated and maintained to continue to meet shading and screening requirements.

Building Design Amendment

With the re-location of the loading docks to the rear of the building, there were some modifications to the façade that were added as part of the requested design review amendment. Overall, the size of the building has been reduced by approximately 4,000 SF and the peak height of the structure has been reduced from the approved 48-feet in the original project, to the current proposed height of 43'-4".

The project has maintained its original color scheme and materials while making small changes to architectural elements such as tower features and a new painted band. The proposed building continues to utilize a variety of brown base colors with an aluminum storefront with metal panels to highlight main entrances. These colors and architectural features continue to be consistent with the overall design of the surrounding office park while still providing aspects that are compatible with more modern designs. A comparison of the original elevations and proposed elevations can be seen in **Figures 6-8**. Project renderings of the current proposal can also be found in **Figure 9**.

Figure 6: North Elevation

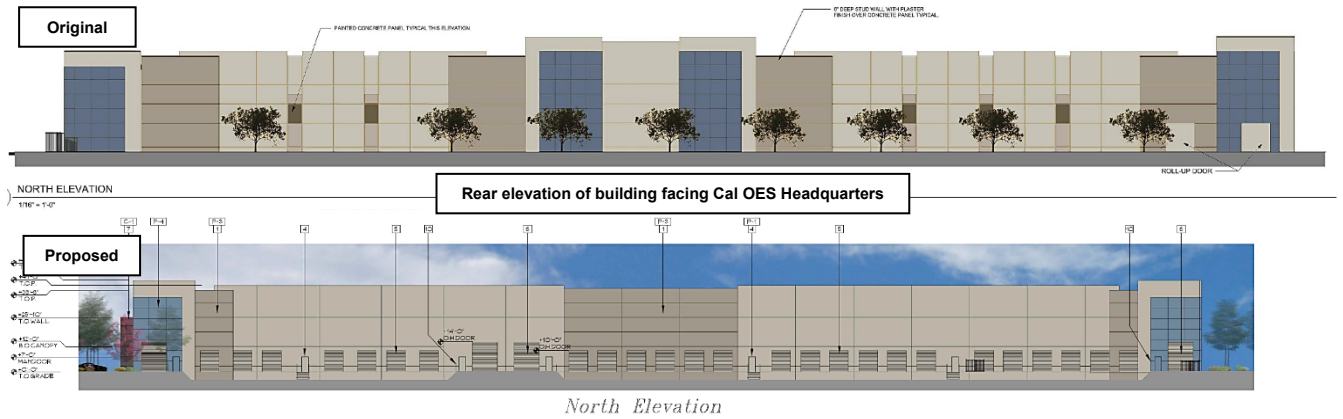


Figure 7: South Elevation

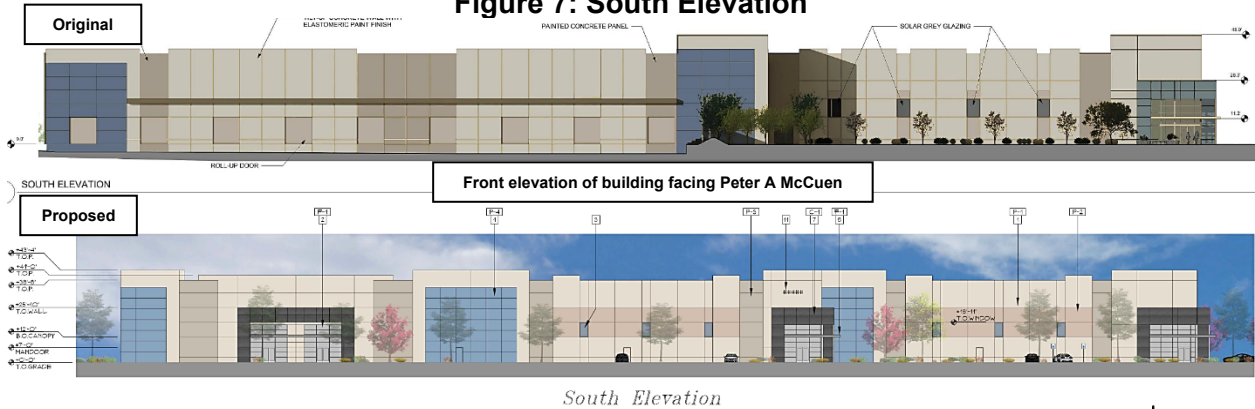


Figure 8: East and West Elevations



Figure 9: Project Renderings



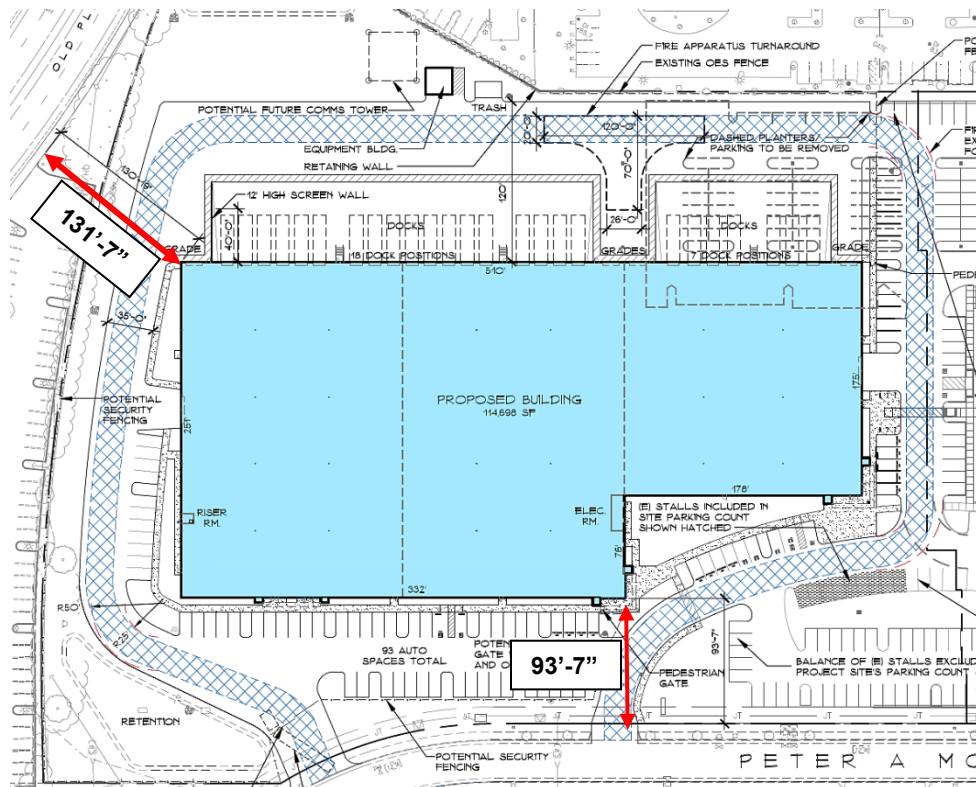
Height Exception

As part of the original approval, the project was also approved for a height deviation to allow the building to exceed the 40-foot maximum height allowed within the Campus District and would be asking for this same exception as part of this application. As previously mentioned, the Mather Field Special Planning Area (MFSPA) was approved by Sacramento County prior to the City's incorporation and therefore the 2003 version of the Sacramento County Code adopted by the City would be the applicable regulating document when the MFSPA references applicable county code sections. For height requirements, the MFSPA refers to Section 301-22 of the 2003 Sacramento County Code which allows height exceptions with approval from the appropriate authority.

Per Section 301-22, height limits for commercial or industrial buildings may be increased to a maximum of one-hundred fifty (150) feet in commercial and industrial land zones, provided that all buildings are set back from the ultimate right-of-way line of all abutting streets and freeways a distance at least equal to the height of the building. The Applicant is requesting a height of 43'-4" and therefore would require a minimum of this distance from the closest right-of-way.

In **Figure 10**, the site plan shows a measured distance from the building to each public right of way. The closest point of the west side of the property is shown as 131'-7" while the closest point to the south side of the building is 93'-7". Both of these distances are much greater than the proposed 43'-4" height of the structure and therefore the project is meeting the requirements to be eligible for a height exception as described in Section 301-22 of the 2003 Sacramento County Code.

Figure 10: Site Plan



It is also important to note that the 43'-4" max height of the building is measured at the main tower architectural features located on the corners and south elevation of the building. These tower features are utilized as architectural elements to provide additional visual interest for large facades such as those proposed in this design and are encouraged by the City's Design Guidelines for industrial buildings. A majority of the other parapet areas of the building, would be at a height of 38'-8" which is within the maximum height allowed by the MFSPA Campus District.

Future Uses and Tenants

As it was proposed in its original approval, the project continues to be only for a shell building and does not include specific uses at this time and therefore no use permits have been included with this project. As a shell building with large empty spaces and accessory office space, the project has been reviewed as a "wholesaling and warehousing" use which is permitted by right within the Business & Professional Office (BP) zoning designation which is one of the comparable underlying zones for the Commercial Office Park Subarea of the MFSPA. Any future tenants that are utilizing the building for a use other than wholesaling and warehousing at this location will be required to obtain the appropriate use permits from the Planning Department and will be subject to additional review at that time.

FISCAL IMPACT

Staff anticipates that the project will have a positive fiscal impact due to the short term and long-term positions for the construction of the shell building and the future uses of the site. The development of the building and the property from vacant land to a business will also provide an

additional positive impact through the increase in property taxes on the site as well as within the surrounding area.

GENERAL PLAN CONSISTENCY

The project site is located within the Office Mixed Use (OMU) designation of the City's General Plan. The General Plan compares the OMU designation to zoning designations such as Office Professional Mixed Use (OPMU) and Office Industrial Mixed Use (OIMU) within the City's Municipal Code which are then compatible with the Business and Professional Office (BP) and Industrial Office Park (MP) of the Sacramento County Code. The proposed shell industrial building would be consistent with structures and uses envisioned within the OMU land use designation and compatible with future buildings within the same General Plan designation. The Office Mixed Use category encourages the integration of commercial and/or residential uses in conjunction with office uses of the site. Office uses are the predominant use, but others may be included in a vertical or horizontal configuration. The proposed warehouse building with loading docks adds a light industrial type structure to the area however, this area of the Mather Field Special Planning Area continues to maintain its predominantly office uses.

ZONING ORDINANCE

This project is located within the Commercial/Office Park Subarea of the Campus District within the MFSPA and was reviewed for consistency with all applicable standards and guidelines applicable to this area. Any standards not provided within the SPA are to be found within the Sacramento County Code. For permitted uses, the Commercial/Office Park Subarea is comparable to the Industrial Office Park (MP), Business & Professional Office (BP), Shopping Center Commercial (SC), and General Commercial (GC) zones within the Sacramento County Code. The proposed project does not have a designated user at this time, therefore the project has been considered as "wholesaling and warehousing" which is allowed by right in this zoning designation. Any future tenants that are not a warehousing and storage use, will be reviewed for consistency with Sacramento County Code land use tables and any necessary permits will be required to be obtained at that time.

ENVIRONMENTAL

The project applicant is requesting approval of a Major Design Review Amendment for the proposed project. Under CEQA, the City lacks the discretion under the Major Design Review approval process to consider environmental effects not related to the design of the project, including, but not limited to, human health impacts from toxic air contaminants, greenhouse gas emissions, and impacts on biological resources.

The Major Design Review Amendment associated with the Jackson Properties Warehouse Storage Building would continue to be exempt from CEQA review under CEQA State Guidelines Section 15183. This exempts from CEQA projects that are consistent with the development density established by existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. The Jackson Properties Warehouse Storage Building Major Design Review Amendment involves a re-orientation of the site, a reduction in building square footage by approximately 4,000 SF and minor amendments to the overall site plan. The Amendment does not propose any increase in square footage or increase in intensity of the uses proposed for the project. The project site was identified in the Mather Field Special Planning Area EIR. As this Major Design

Review Amendment continues to be consistent with the Special Planning Area and the environmental documentation prepared for the Special Planning Area, it is exempt from further CEQA review.

RECOMMENDED MOTIONS

Staff recommends that the City Council:

- Determine the project exempt per California Environmental Quality Act (CEQA) Guidelines Exemption 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning)
- Adopt the Resolution for the Jackson Properties Warehouse Storage Building Major Design Review Amendment and Height Exception, PLND-0924-0110, subject to the findings, Project Plans (Attachment 2), and Conditions of Approval (Attachment 3).

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Project Plans
3. Exhibit B to the Resolution - Conditions of Approval
4. Jackson Properties PowerPoint

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2025

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING A MAJOR DESIGN REVIEW AMENDMENT AND
HEIGHT EXCEPTION FOR THE JACKSON PROPERTIES WAREHOUSE STORAGE
BUILDING PROJECT NO. PLND-0924-0110**

WHEREAS, PWC Architects, (hereinafter referred to as Applicant) filed an application for a Major Design Review Amendment approval for the Jackson Properties Warehouse Storage Building project; and

WHEREAS, the project is located within the Commercial/Office Park Subarea of the Campus District within the Mather Field Special Planning Area (MFSPA); and

WHEREAS, per the MFSPA, the project is considered a Design Review Level II which states that the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the project was previously approved by City Council on September 5, 2023 for a Major Design Review and Height Exception for a 118,748 SF warehouse building and site improvements; and

WHEREAS, the Applicant is now requesting to amend the previous approval to re-orient the loading dock areas to the rear of the building and update the site plan; and

WHEREAS, the City Council heard the original project and is the appropriate authority to hear the requested amendment; and

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

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
HEREBY RESOLVES** as follows:

1. The CEQA exemption found in California Code of Regulation Title 14, Section 15183 (Projects Consistent with a Community Plan, General Plan or Zoning) is an adequate exemption according to the Guidelines of the California Environmental Quality Act.
 - A. **Finding:** The project has been analyzed and is exempt per California Environmental Quality Act Guidelines Section 15183 "Projects Consistent with the Community Plan, General Plan or Zoning".

Evidence: The project applicant is requesting approval of a Major Design Review Amendment and Height Exception for the proposed project. Under CEQA, the City lacks the discretion under the Major Design Review approval process to consider environmental effects not related to the design of the project, including, but not limited to, human health impacts from toxic air contaminants, greenhouse gas emissions, and impacts on biological resources.

The Major Design Review Amendment associated with the Jackson Properties Warehouse Storage Building would continue to be exempt from CEQA review under CEQA State Guidelines Section 15183. This exempts from CEQA, projects that are consistent with the development density established by existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. The Jackson Properties Warehouse Storage Building Major Design Review Amendment involves a re-orientation of the site, a reduction in building square footage by approximately 4,000 SF and minor amendments to the overall site plan. The Amendment does not propose any increase in square footage or increase in intensity of the uses proposed for the project. The project site was identified in the Mather Field Special Planning Area EIR. As this Major Design Review Amendment continues to be consistent with the Special Planning Area and the environmental documentation prepared for the Special Planning Area, it is exempt from further CEQA review.

2. Approve the Design Review Amendment and Height Exception, subject to the Project Plans (Exhibit A) and the Conditions of Approval (Exhibit B); supported by the following Findings and Evidence, as required by the 2003 Sacramento County Code Section 110-87.

- a) **Finding:** The proposed project is consistent with the objectives of the General Plan and Community Plan, complies with applicable Zoning Regulations, Specific Plan provisions, Special Planning Area provisions, and is consistent with the applicable “Guiding Principles” and “Design Concepts” in section 110-84.

Evidence: The proposed amendment continues to be consistent with the intent of the Mather Field Special Planning Area (MFSPA). The project is located within the Commercial Office/Park Subarea of Mather’s Campus District which allows wholesaling and warehousing as a permitted by right use. Future tenants that do not use the building as a warehouse will require an additional review to determine if additional City approvals are required.

The Applicant is requesting an exception to the maximum height allowance from 40-feet to 43’-4” to accommodate roof variation and tower features at key sections of the façade. The request is less than what was approved as part of the original project which was a 48-foot height exception. For height requirements, the MFSPA refers to Section 301-22 of the 2003 Sacramento County Code which allows height exceptions with approval from the appropriate authority. Per this section, height limits for commercial or industrial buildings may be increased to a maximum of one-hundred fifty (150) feet in commercial and industrial land zones, provided that all buildings are set back from the ultimate right-of-way line of all abutting streets and freeways a distance at least equal to the height of the building. The applicant is requesting a height of 43’-4” and therefore would require a minimum of 43’-4”-feet to the closest right-of-way. The Applicant is providing over 131 feet to the Old Placerville Road public right-of-way and over 93 feet to the Peter A McCuen Boulevard public right-of-way and therefore is meeting the required minimum distances.

The project provides infill development that is consistent with applicable portions of Section 110-84 of the 2003 Sacramento County Zoning Code including non-

residential site planning and non-residential architecture and also helps facilitate the conversion of Mather Field from a military air base to a mix of public and private uses. As the airport continues to be utilized for commercial uses, the proposed project will provide a supportive use consistent with the functionality of the airport and new services to benefit the surrounding community. The proposed wholesaling and warehousing use is an allowed use and provides an opportunity to add to the existing diversity of the Mather Field Special Planning Area.

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

Evidence: The proposed amendment to the warehouse building and façade improvements are consistent with other buildings in the same general area. The Applicant has maintained a cohesive design with adjacent buildings while also adding additional architectural features such as roof articulation and accent colors to highlight the building's main entry and tower features. The architectural design of the building is suitable for the purpose of the building and the project will develop an existing vacant parcel. The project is requesting a height exception to increase the height to 43'-4" for additional architectural features. The original project was approved at 48' in height however this height is no longer needed.

The applicant has re-located the loading docks to the rear of the building, more in line with the MFSPA Design Guidelines. The loading dock area would be screened from Old Placerville Road by existing evergreen landscaping on the adjacent parcel as well as a 12' screen wall along the edge of the dock area. With the loading docks moved to the rear of the building, the front façade is able to be designed with a more office like façade consistent with buildings in the surrounding area.

The project proposes significant landscaping throughout the property. The landscape plan proposes 90 additional trees as well as a number of shrubs and groundcover. The rear of the property has existing dense landscaping on the adjacent parcels along the west property line, but the project will also be installing its own landscaping internal to the site. The project will share a parking lot with the adjacent Cal OES office building which already has some existing landscaping and parking lot shading trees. The new parking areas proposed with this project include landscaping that shows a 55% shade calculation, which exceeds the minimum 50 percent shading requirement required for parking areas.

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

Evidence: The proposed amendment maintains the original color scheme and overall design concept that was originally approved in 2023. The colors are designed to be consistent with the existing structures in the area while also

adding updated elements such as tower features and emphasized main entries. The proposed amendment to relocate the loading docks to the rear of the building is consistent with the MFSPA Design Guidelines and provides an opportunity to allow the front façade to be consistent with surrounding office buildings. Loading docks in the rear are 4' below grade and the west elevation will also include a 12' screen wall protruding from the building providing in total 16' of screening for the loading dock area along the west elevation.

The Applicant has provided a photometric plan that shows all lighting is positioned to shine internally to the site and any light trespass to adjacent properties or public rights-of-way is kept to a minimum. The project site shares a parking lot with the adjacent Cal OES building which the lighting will blend in cohesively with their existing parking lot. All wall pack lighting is shown to be pointed down to targeted areas to ensure no direct rays of light are pointed to neighboring properties.

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

Evidence: In addition to the project's parking area added as part of the development, the project will also share a parking lot with the existing Cal OES office building located to the east. The project includes two access points along Peter A McCuen Boulevard, one of which exists. The other to the west that is proposed to be added will cross the existing pedestrian sidewalk. However, clear vision triangles have been maintained at the entrance to ensure visibility when exiting the project site. No other conflicts will result from the construction of this project.

The City Council, based upon the findings herein, hereby approves the Major Design Review Amendment and Height Exception for the Jackson Properties Warehouse Storage Building Project No. PLND-0924-0110.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

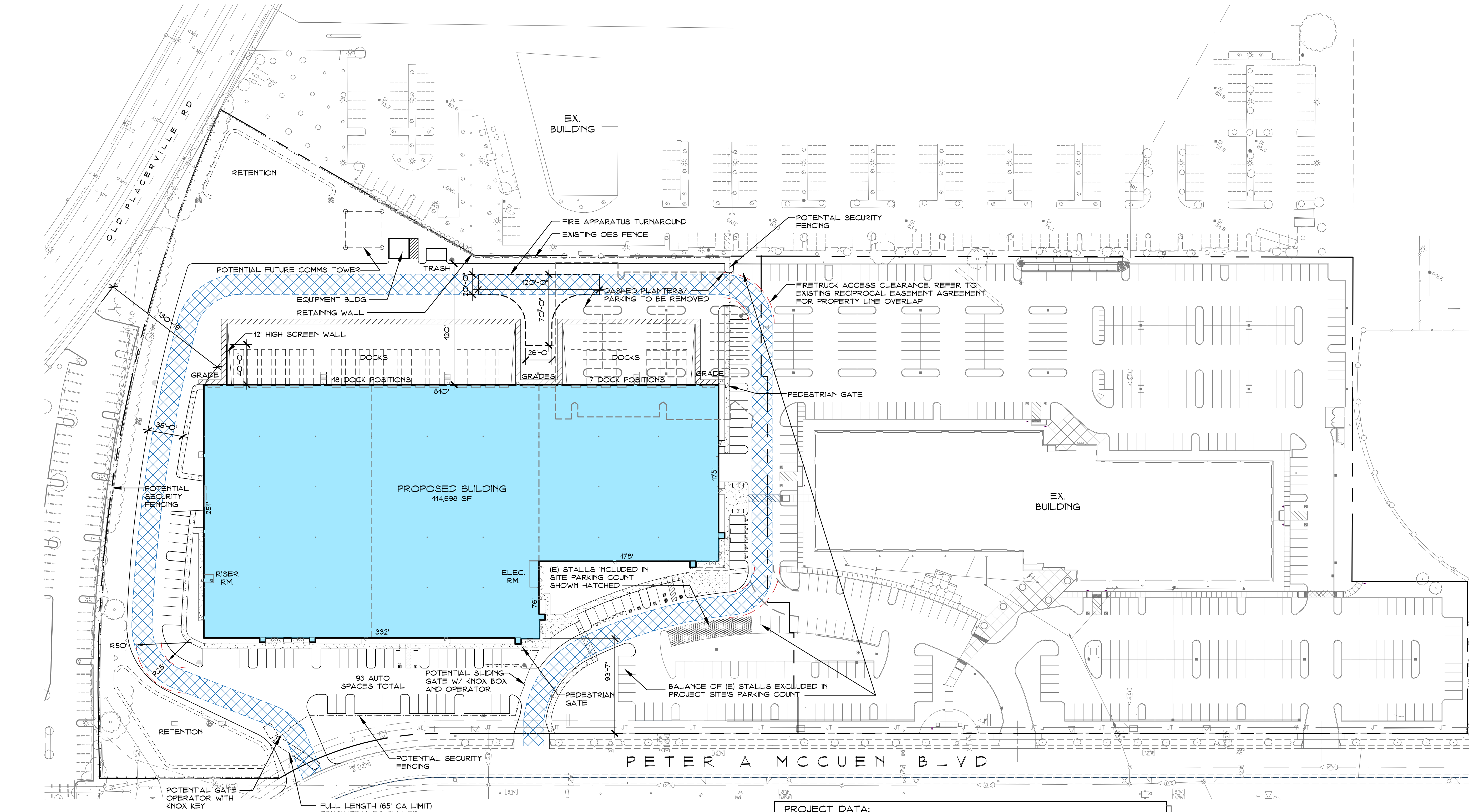
ITEM 10.3.

ATTACHMENT 1

ATTEST:

Siri Pulipati, Mayor

Stacy Leitner, CMC
City Clerk



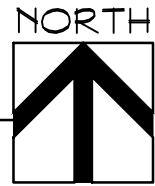
LEGEND

- PROPOSED BUILDING FOOT PRINT
- 20' WIDE FIRE ACCESS LANE
- EXISTING PARKING INCLUDED IN PARKING COUNTS & CALCULATIONS
- FIRE APPARATUS TURN CLEARANCE
- PROPERTY LINE

Mather Commercial Center
Rancho Cordova, CA

Proposed Site Plan

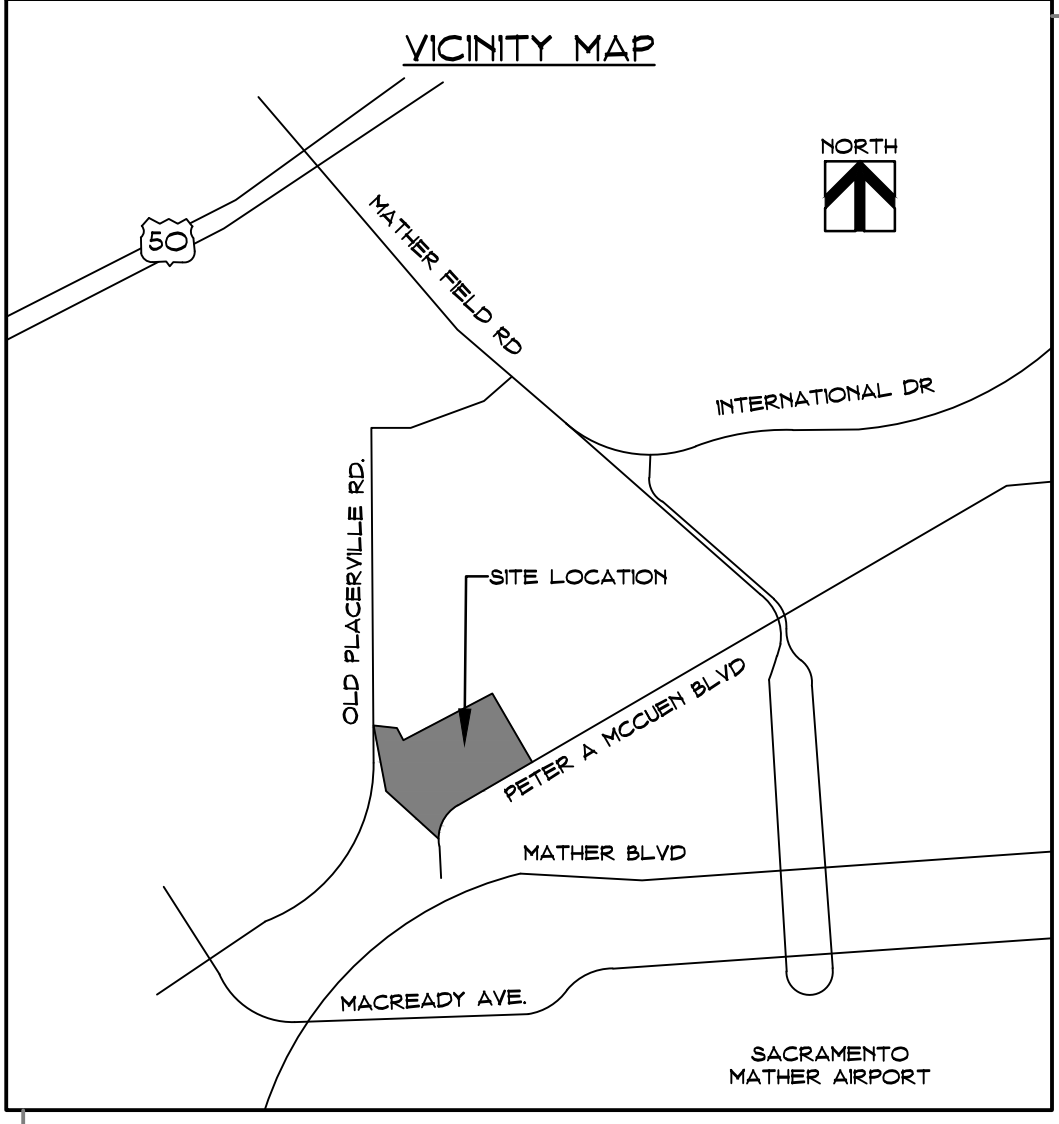
SCALE: 1" = 50'



PROJECT DATA:			
ASSESSOR'S PARCEL NO.:		077-0420-001	
STREET ADDRESS:		10391 PETER A MCCUEN BLVD.	
USE ZONE:		MATHER SPA	
SITE AREA:		7.8 +/- ACRES / 339,892 S.F.	
PROPOSED BUILDING AREA:		114,698 S.F.	
OCCUPANCY TYPE:		B/S-1/S-2	
CONSTRUCTION TYPE:		11A, FULLY SPRINKLERED	
PROPOSED BUILDING HEIGHT:		48'-0'	
ALLOWABLE BUILDING HEIGHT PER CAMPUS DISTRICT ZONING: 40'-0" (POTENTIAL HEIGHT INCREASES AVAILABLE WITH INCREASED SETBACKS)			
FLOOR AREA RATIO (F.A.R.):			
TOTAL BUILDING AREA:		114,698 S.F.	
SITE AREA:		339,892 S.F.	
F.A.R.:		33.7%	
PARKING REQUIREMENTS	USE AREA	RATIO (SPACES PER S.F.)	#REQUIRED SPACES
WAREHOUSE/ STORAGE	102,533 S.F.	0.5/1,000 S.F.	51 SPACES
LOBBY (OFFICE SPACE)	10,000 S.F.	2.7/1,000 S.F.	27 SPACES
MECHANICAL/ELECTRICAL/ MAINTENANCE	2,165 S.F.	0.5/1,000 S.F.	2 SPACES
TOTAL (>90% OF GROSS S.F.) 114,698 S.F.		80 SPACES	
* NOTE: STANDARD STALL - 9'-0" X 19'-0"			

BICYCLE PARKING:	
SHORT & LONG TERM: 5% OF 100 SPACES BIKE RACK FOR 5 BIKES REQUIRED	
(6) BIKE RACKS (2 BIKES EACH) =	12
TOTAL PROVIDED:	12

PARKING PROVIDED:	
STANDARD	89 SPACES
ACCESSIBLE	3 SPACES
VAN ACCESSIBLE	1 SPACE
TOTAL STALLS:	93 SPACES
REQUIREMENTS FOR EV STALLS:	
TOTAL PARKING STALLS PROVIDED:	93
EV CAPABLE SPACES REQUIRED:	17
EV CAPABLE SPACES PROVIDED:	13
EVCS (CHARGING STATIONS) PROVIDED: (INCLUDE 1 VAN)	4
TOTAL EV STALLS:	17



SHEET INDEX

ARCHITECTURAL	
A1	SITE PLAN
A1.1	SITE DETAILS
A2	FLOOR PLAN
A3	EXTERIOR ELEVATIONS
A4	PERSPECTIVE VIEWS
CIVIL	
1 OF 2	PRELIMINARY GRADING PLAN
2 OF 2	PRELIMINARY UTILITY PLAN
LANDSCAPE	
LAO1	PRELIMINARY LANDSCAPE PLAN
ELECTRICAL	
1 OF 1	SITE PHOTOMETRIC PLAN

PROJECT CONSULTANTS

ARCHITECT	
PERKINS, WILLIAMS & COTTERILL ARCHITECTS 3320 DATA DRIVE SUITE 200 RANCHO CORDOVA, CA 95670 (916) 851-1400	
CIVIL	
MORTON & PITALO, INC. 600 COOLIDGE DRIVE SUITE 140 FOLSOM, CA 95630 (916) 496-8787	
LANDSCAPE	
GARTH RUFFNER 4120 DOUGLAS BLVD., SUITE 306 ROSEVILLE, CA 95746 (916) 797-2576	
ELECTRICAL	
IRELAND ELECTRIC 1544 SANTA ANA AVE, SUITE 120 SACRAMENTO, CA 95838 (916) 564-7300	

PERKINS, WILLIAMS & COTTERILL, INC. ARCHITECTS
3320 Data Drive, Suite 200 • Rancho Cordova, California 95670
T (916) 851-1400 F (916) 851-1408 E pwcarch@pwcarchitects.com

Site Plan

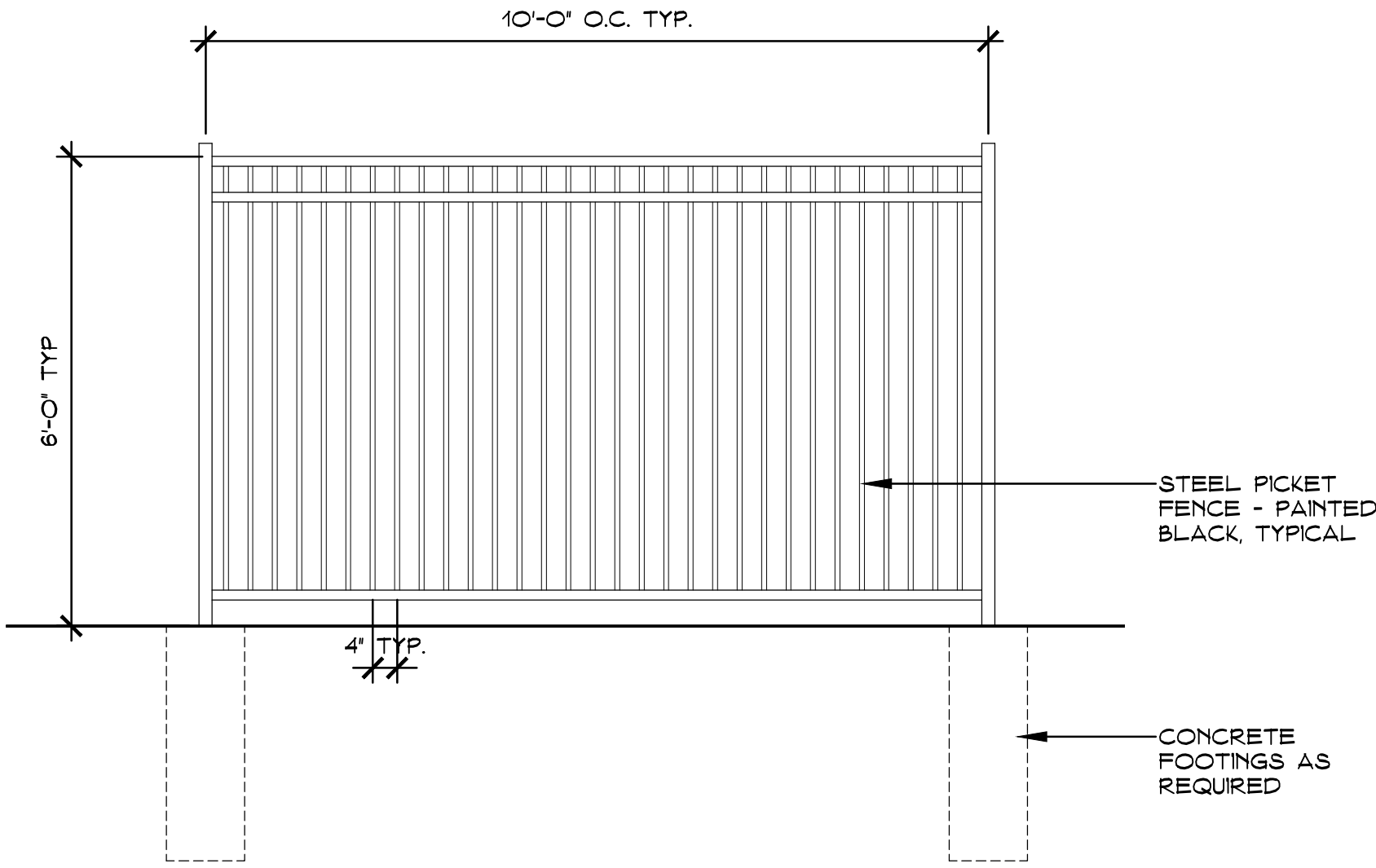
Project: MATHER COMM. CENTER

Job No. 24-313 **Date:** 9-6-24

Scale: AS NOTED

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△ PC#2-RESPONSE 2-7-25

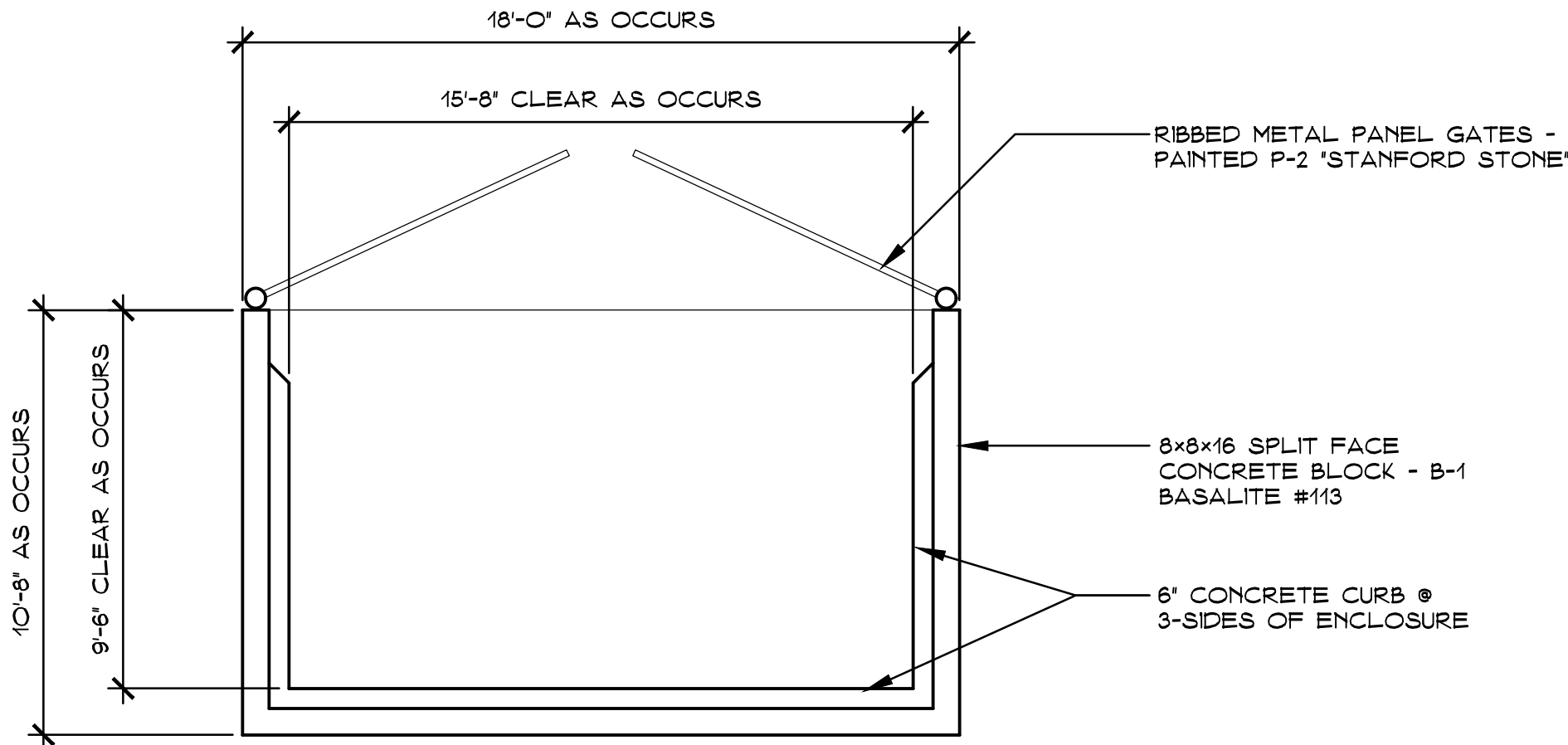
A1



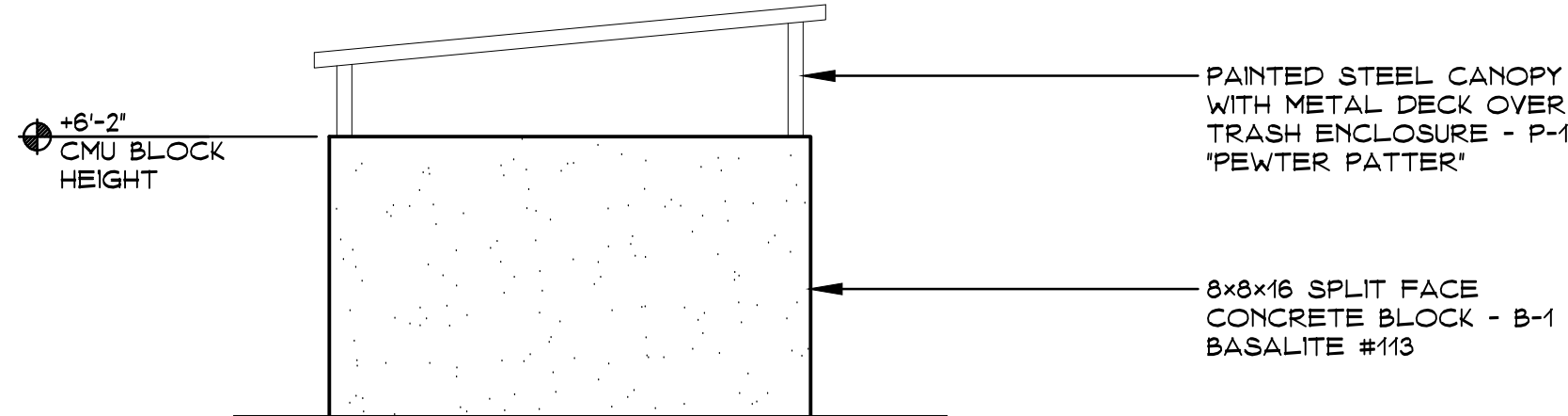
3 TYPICAL STEEL FENCE
A1.1 SCALE = 1/2" = 1'-0"



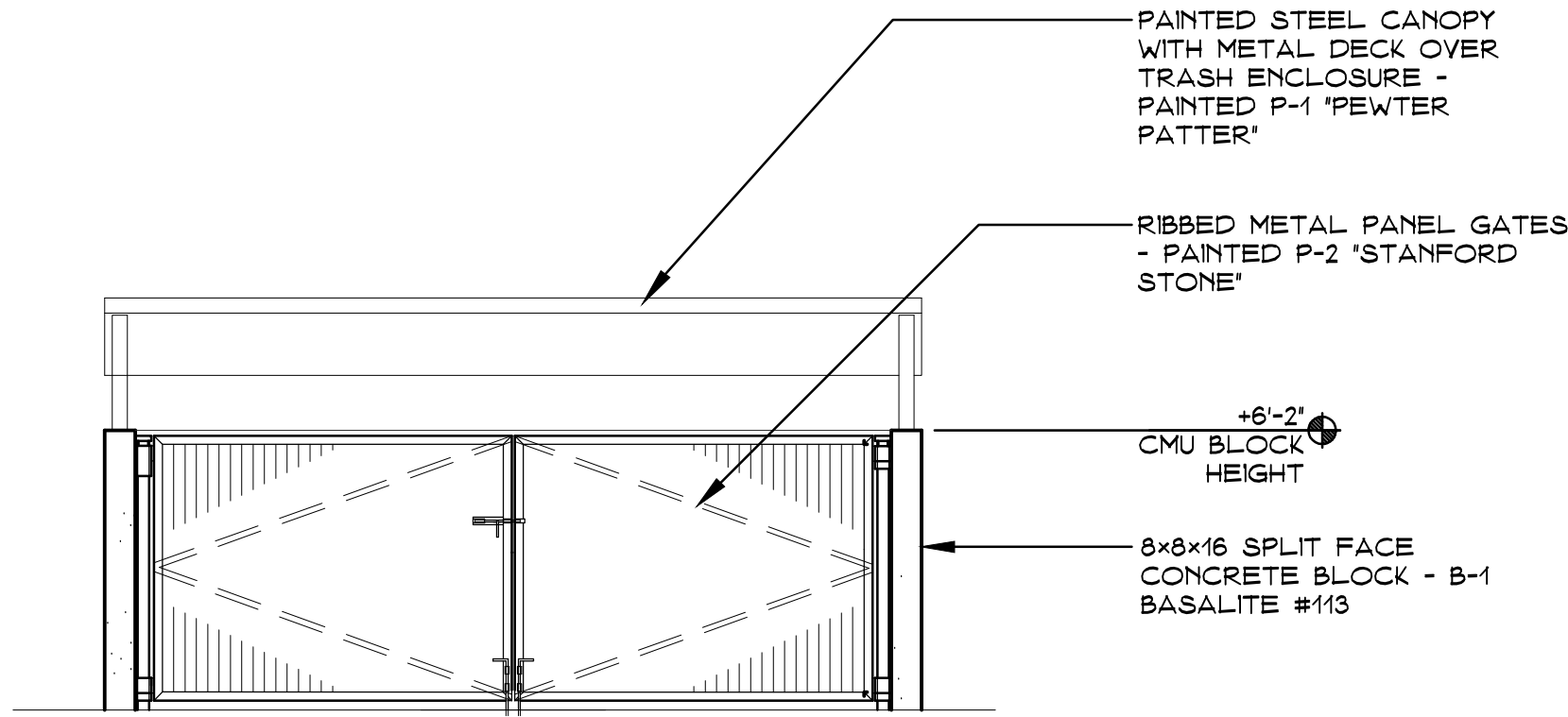
2 BICYCLE PARKING
A1.1 N.T.S.
MADRAX BIKE RACK - ORION
2 BIKE RACK, GALV. FINISH,
CAST IN PLACE OR
CONCRETE ANCHOR MOUNT



PLAN



SIDE



FRONT

1 TRASH ENCLOSURE
A1.1 1/4" = 1'-0"

PERKINS, WILLIAMS & COTTERILL
ARCHITECTS
3320 Data Drive, Suite 200 • Rancho Cordova, California 95670
T (916) 851-1400 F (916) 851-1408 E pwcarch@pwcarchitects.com

Site Details

Project: MATHER COMM. CENTER

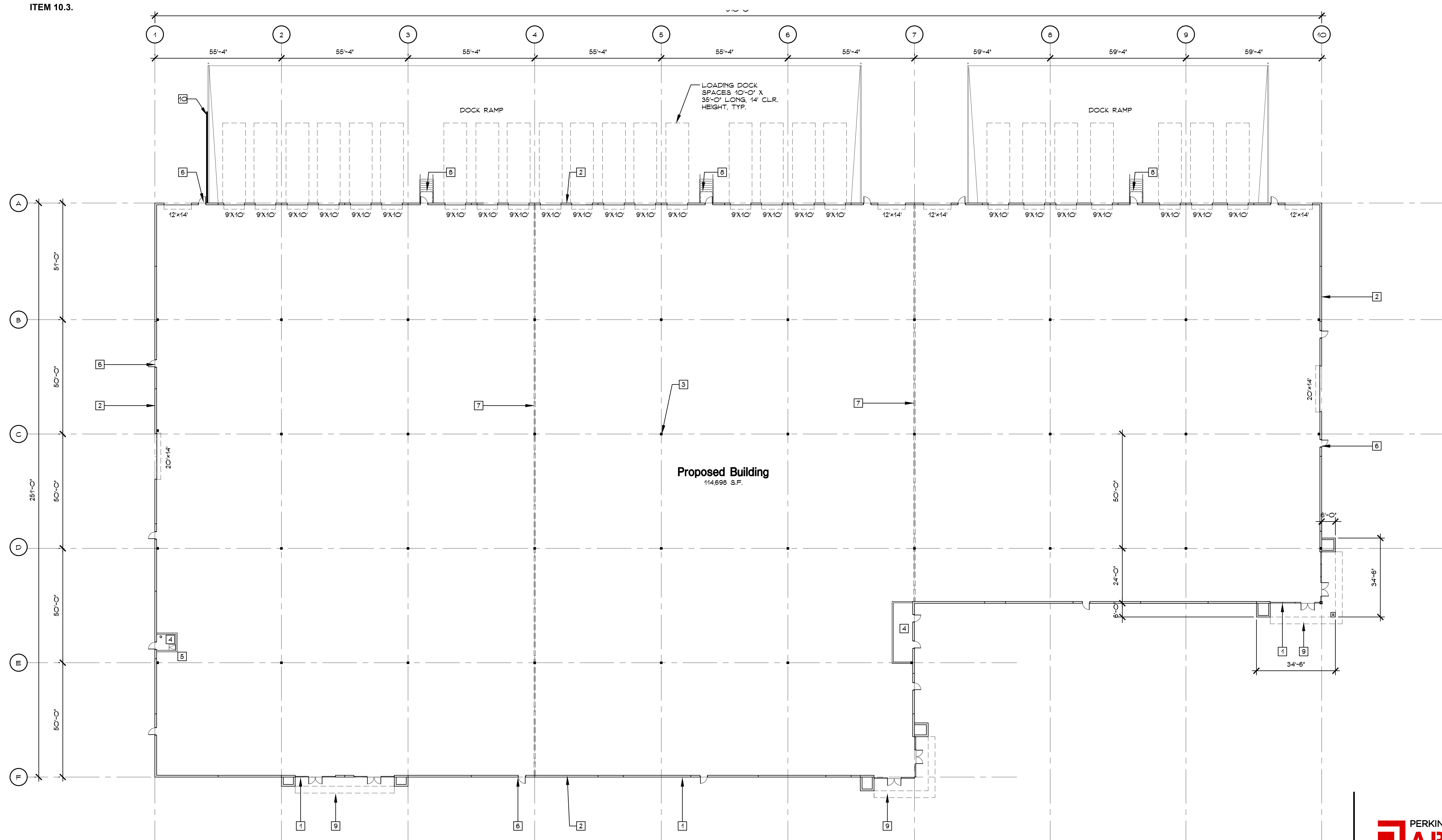
Job No. 24-313 Date: 8-21-24

Scale: AS NOTED

PC#1-RESPONSE 11-11-24

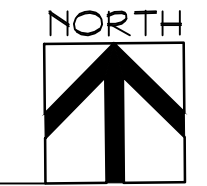
A1.1

Mather Commercial Center
Rancho Cordova, CA



Floor Plan

SCALE: 1" = 20'-0"



KEYNOTES	
1	GLASS IN ALUM. STOREFRONT SYSTEM
2	CONCRETE TILT-UP WALL PANEL
3	STEEL COLUMN, TYP.
4	ELECTRICAL & FIRE RISER ROOM
5	ROOF ACCESS LADDER
6	3x7' METAL MAN DOOR
7	FUTURE DEMISING WALL
8	STEEL STAIR SYSTEM
9	STEEL CANOPY ABOVE
10	12' HIGH SCREEN WALL

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T (916) 851-1400 F (916) 851-1408 E pwcarch@pwcarchitects.com

Floor Plan

Project: MATHER COMM. CENTER

Job No. 24-313 Date: 8-21-24

Scale: AS NOTED

PC#1-RESPONSE 11-11-24
PC#2-RESPONSE 2-7-25

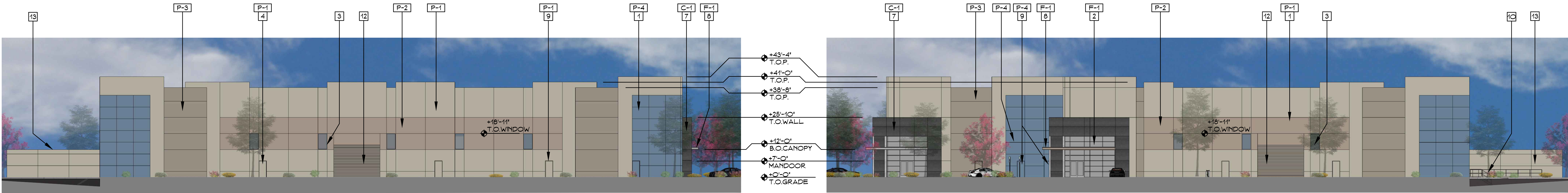
A2

Mather Commercial Center
Rancho Cordova, CA



North Elevation

SCALE: 1" = 20'-0"

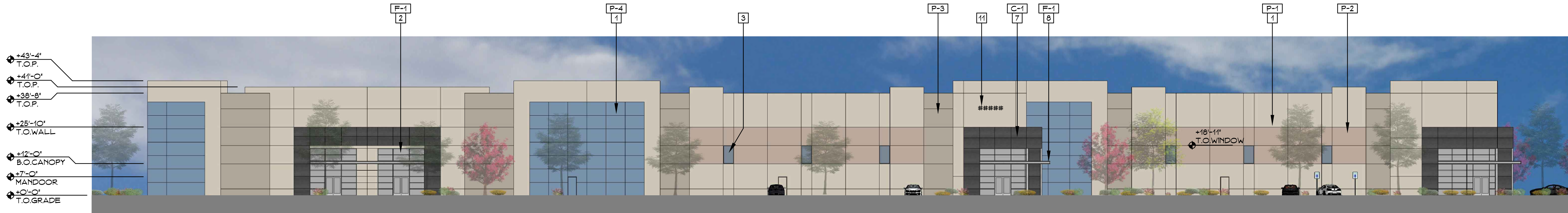


West Elevation

SCALE: 1" = 20'-0"

East Elevation

SCALE: 1" = 20'-0"



South Elevation

SCALE: 1" = 20'-0"

PAINT			
P-1	'PEWTER PATTERN' DET627	C-1	ALUCOBOND: 'DUSTY CHARCOAL II'
P-2	'STANFORD STONE' DET696	F-1	STOREFRONT & CANOPY: CLEAR ANODIZED
P-3	'BARNWOOD GRAY' DET620		
P-4	'LAKEVILLE' DE5872		

KEYNOTES			
1	CONCRETE TILT-UP WALL PANEL W/ ARCHITECTURAL REVEALS	8	METAL CANOPY, TYP.
2	GLASS IN ALUM. STOREFRONT SYSTEM, TYP.	9	ELECTRICAL & FIRE RISER ROOM
3	STOREFRONT WINDOW, TO MATCH STOREFRONT SYSTEM, TYP.	10	LOADING DOCK GUARDRAIL, TYP.
4	3'x7' METAL MAN DOOR, FINISHED TO MATCH ADJACENT SURFACE, TYP.	11	BUILDING ADDRESS
5	9'x10' DOCK DOOR, STANDARD MFTR. COLOR, TYP.	12	20'X14' GRADE DOOR, STD. MFTR. COLOR TYP.
6	12'X14' GRADE DOOR, STANDARD MFTR. COLOR, TYP.	13	12' HIGH SCREEN WALL
7	BUILD OUT AT ENTRIES W/ DARK ACCENT PAINT COLOR, TYP.		

Mather Commercial Center
Rancho Cordova, CA

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T (916) 851-1400 F (916) 851-1408 E pwcarch@pwcarchitects.com

Exterior Elevations

Project: MATHER COMM. CENTER

Job No. 24-313 Date: 8-21-24

Scale: AS NOTED

PC#1-RESPONSE 11-11-24
PC#2-RESPONSE 2-7-25

A3



Mather Commercial Center
Rancho Cordova, CA

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ARCHITECTS
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T (916) 851-1400 F (916) 851-1408 E pwcarch@pwcarchitects.com

Perspective Views

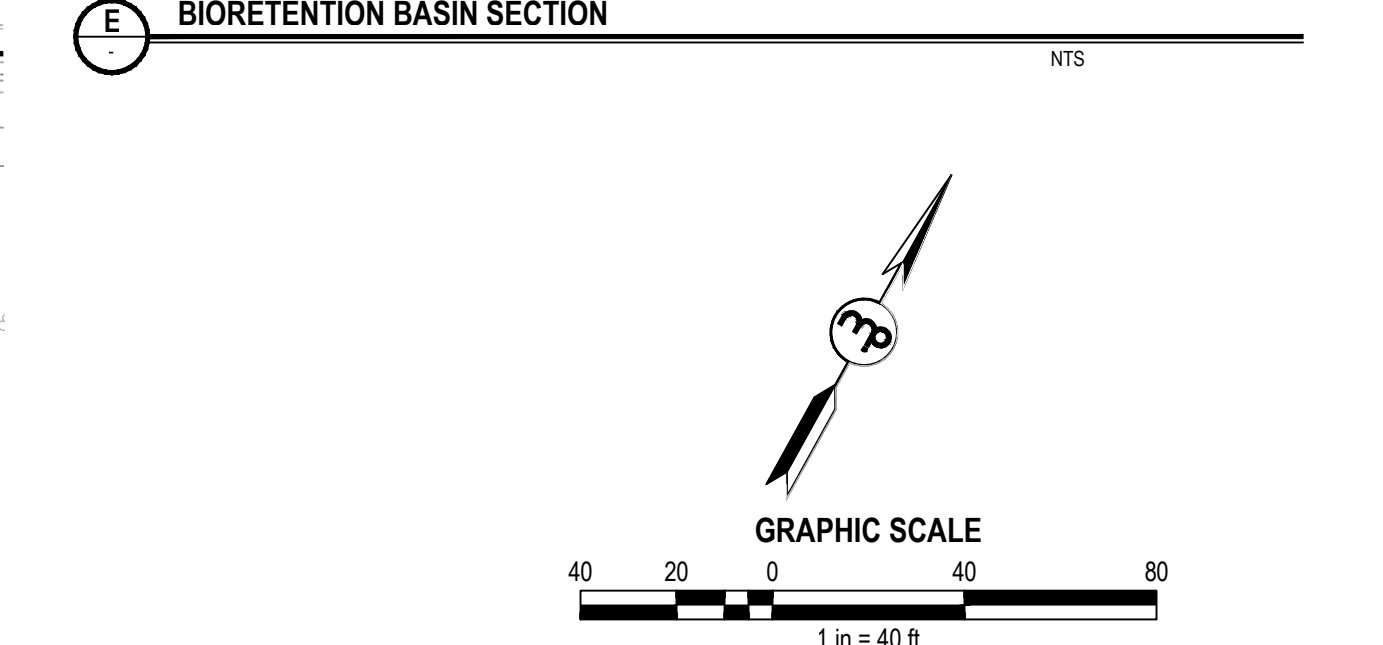
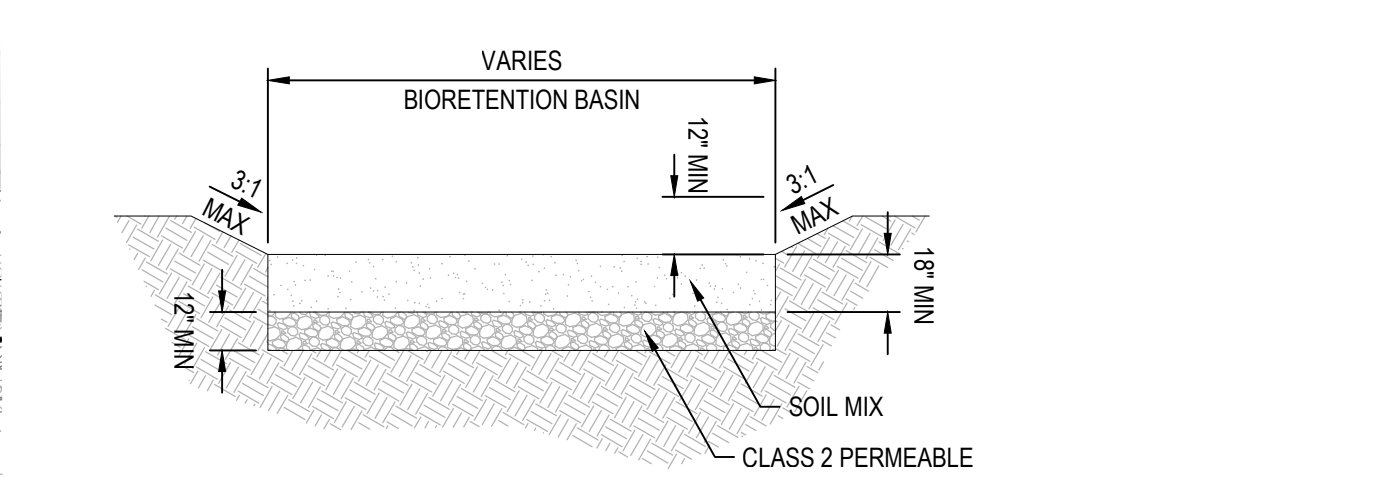
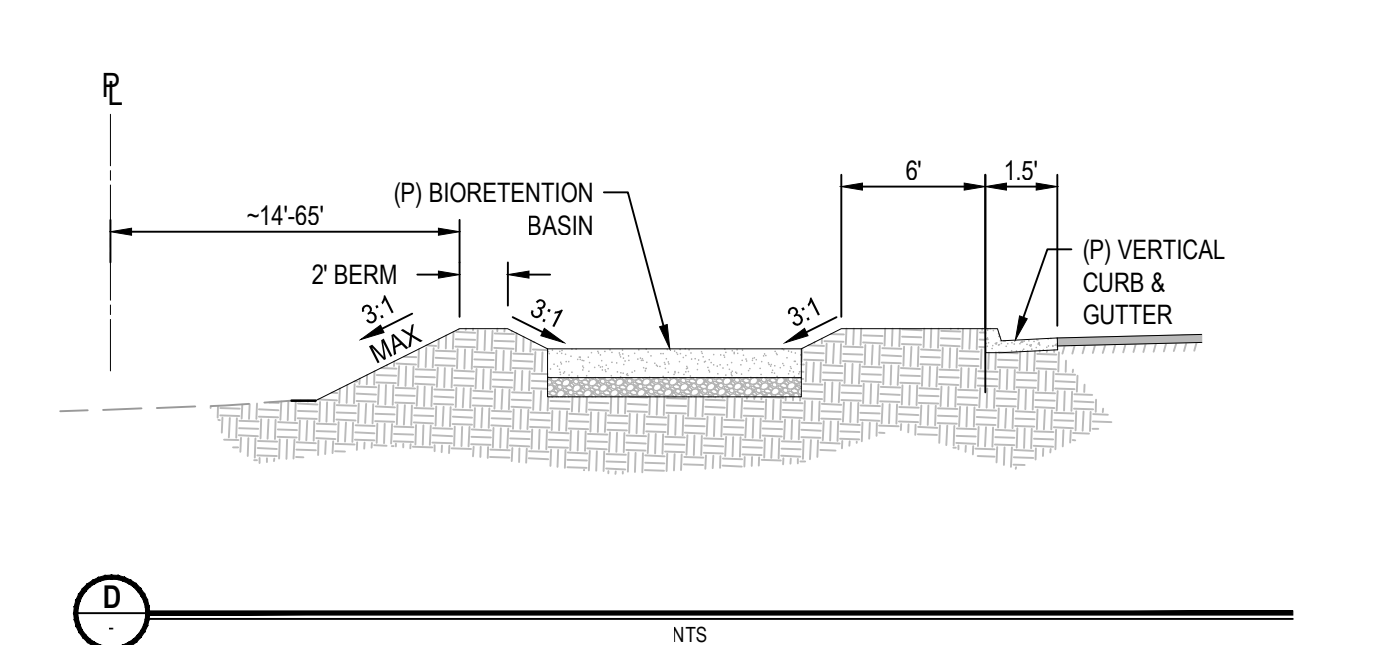
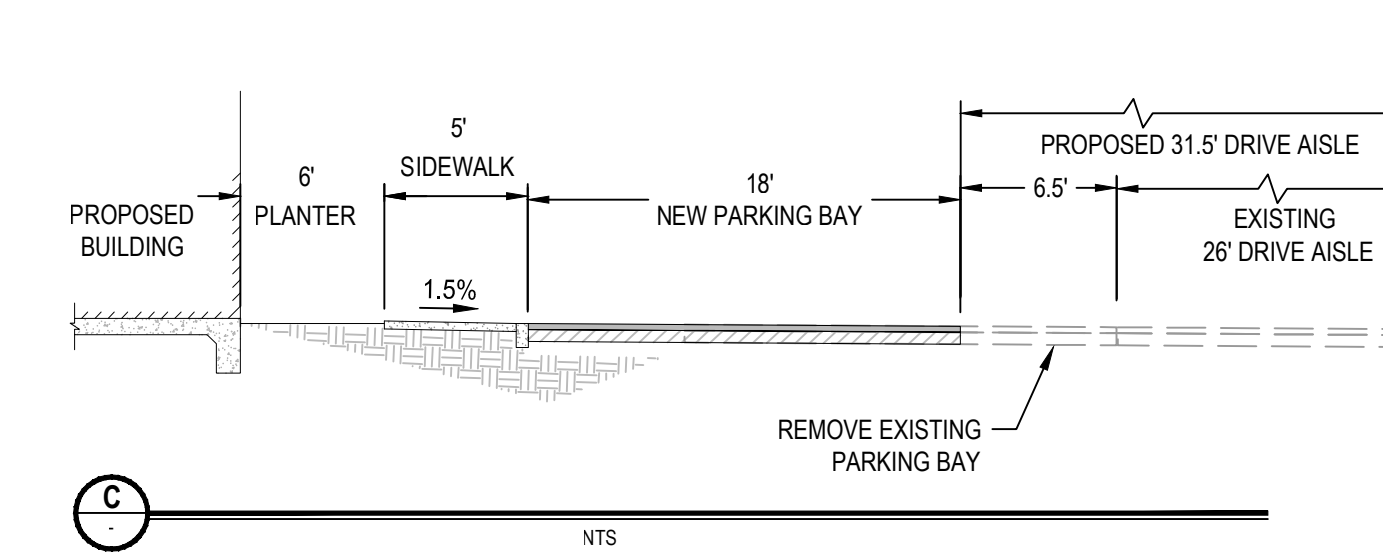
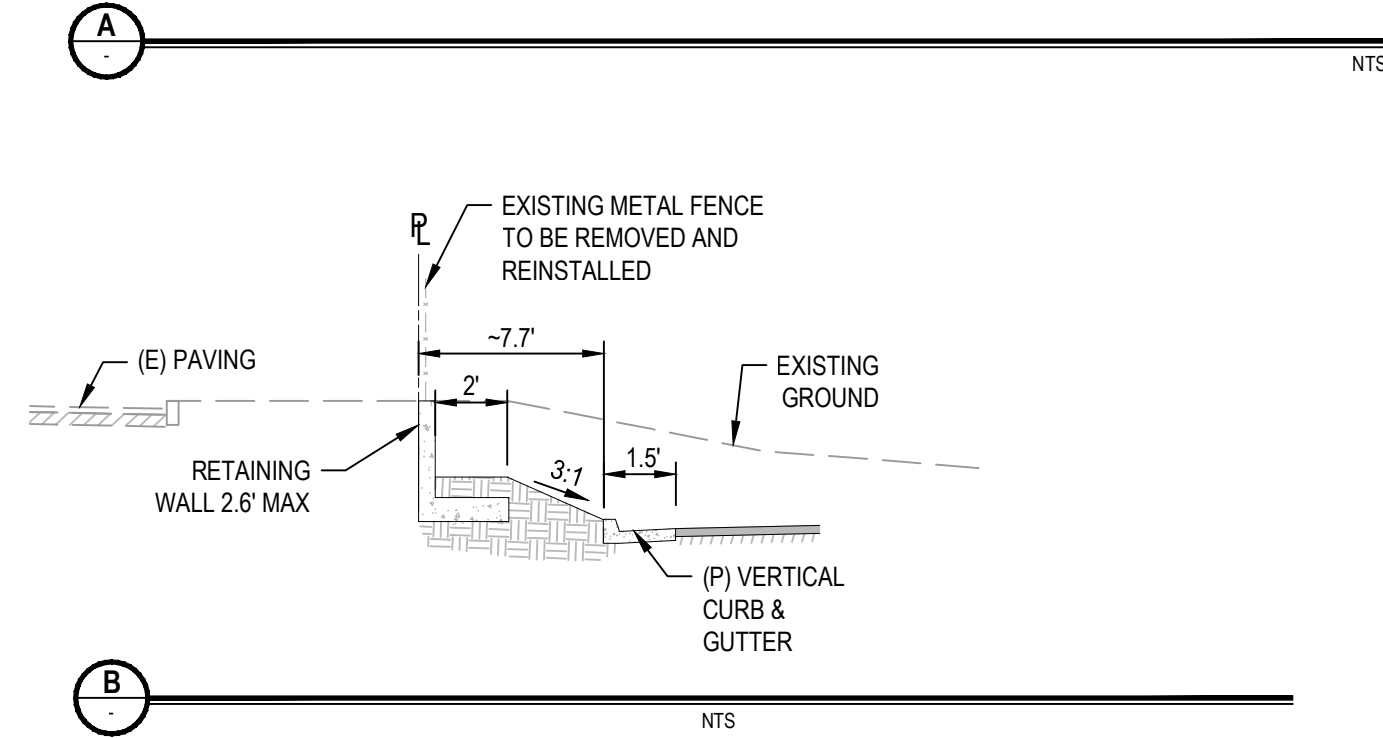
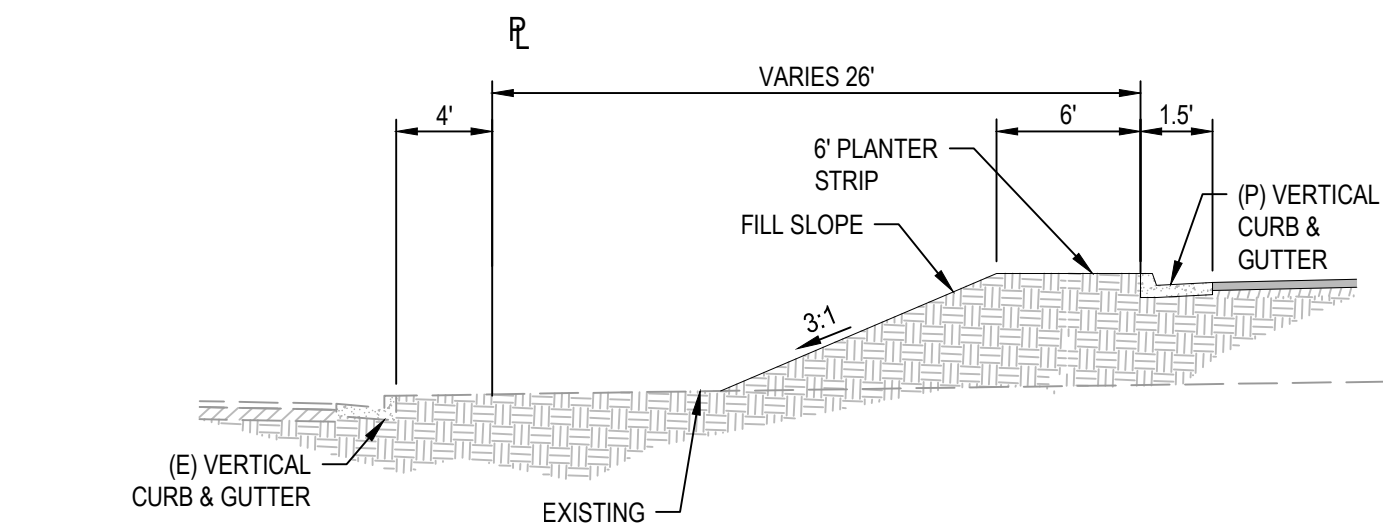
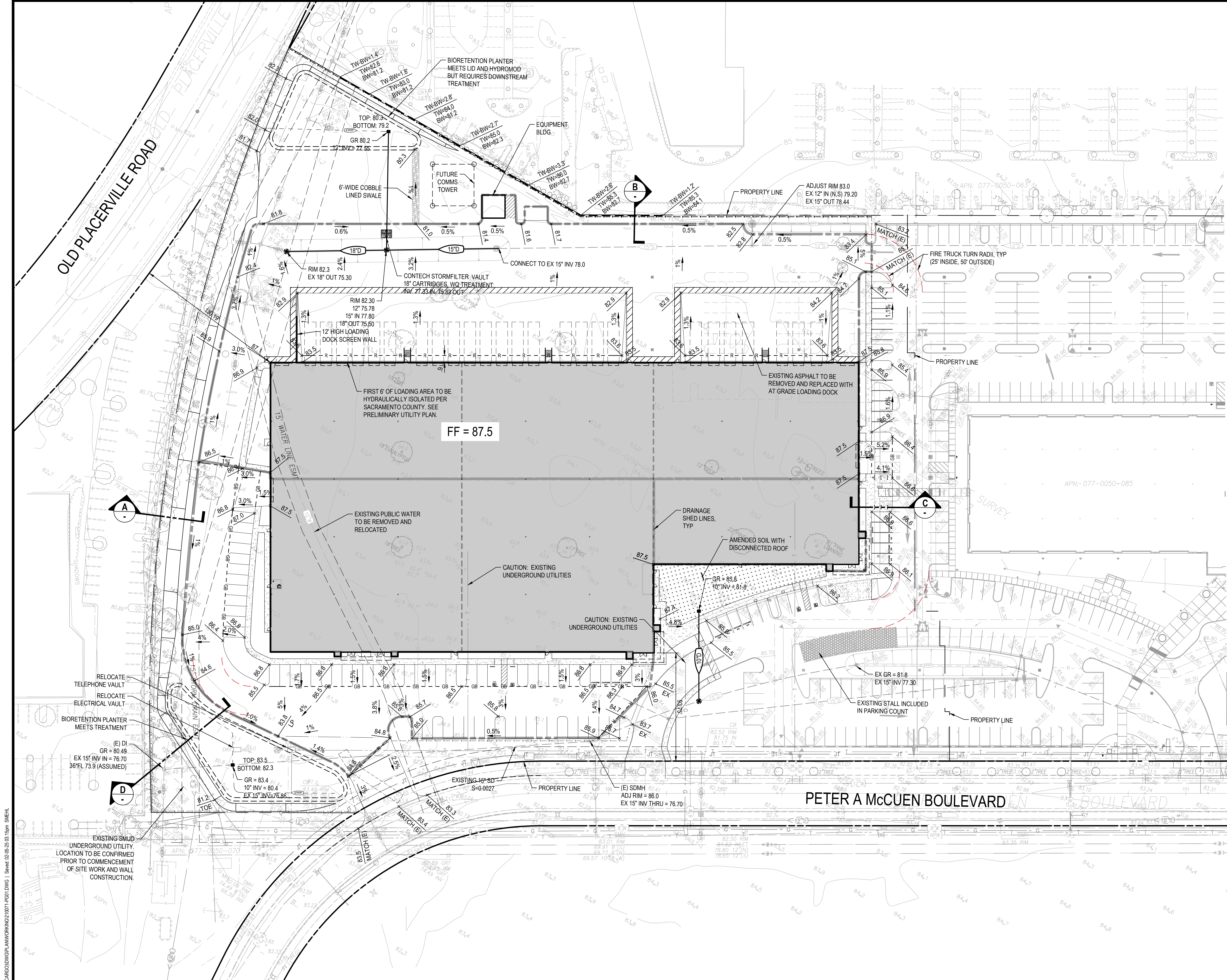
Project: MATHER COMM. CENTER

Job No. 24-313 *Date:* 8-21-24

Scale: AS NOTED

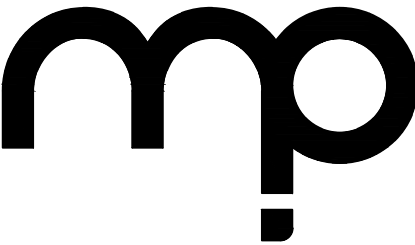
△ PC#1-RESPONSE 11-11-24
△ PC#2-RESPONSE 2-7-25

A4



NO.	DESCRIPTION	APPD. ENGR.	DATE	APPD. E.U.	DATE
1	SCALE:				
2	HORIZ. 1" = 40'				
3	VERT. 1" = N/A				

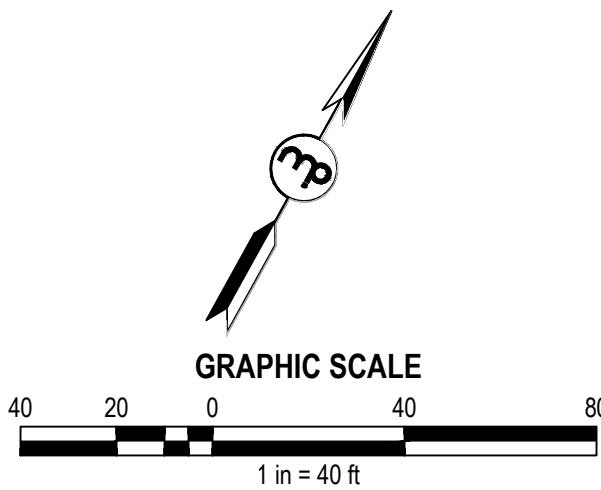
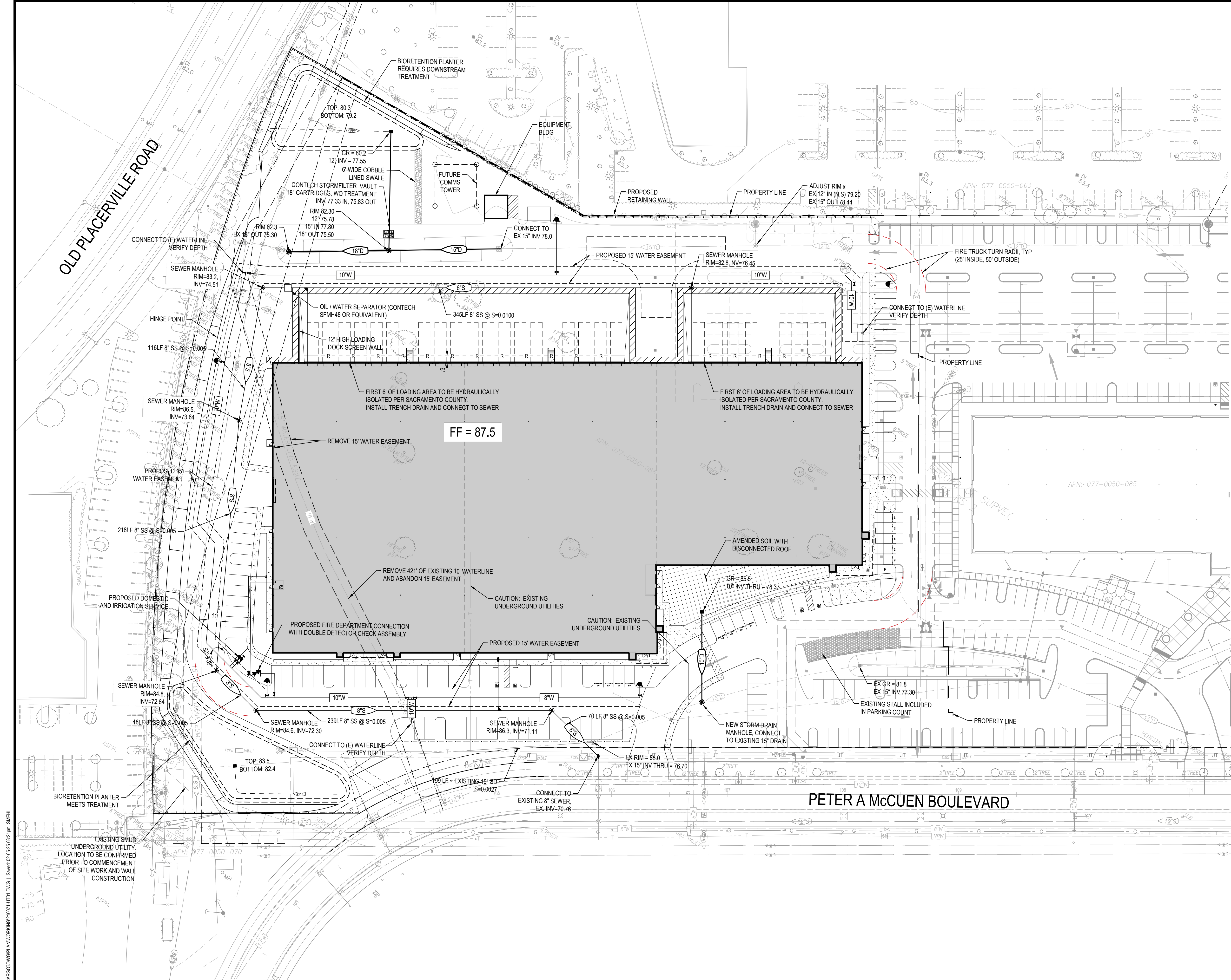
COMPUTED	DESIGNED	DRAWN	PROJ. ENGR.
JDT	RC	JDT	



MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom • Fresno
600 Coolidge Drive, Suite #140
Folsom, CA 95630
phone: (916) 984-7621
web: www.mpengr.com

MATHER CARGO PARK
PRELIMINARY GRADING PLAN
RANCHO CORDOVA, CALIFORNIA

DATE
FEB 5, 2025
SHEET
1
OF
2



REVISIONS	△					SCALE:	BENCH MARK	COMPUTED	 MORTON & PITALO, INC. CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING Folsom * Fresno 600 Coolidge Drive, Suite #140 Folsom, CA 95630 phone: (916) 984-7621 web: www.mpengr.com	MATHER CARGO PARK PRELIMINARY UTILITY PLAN RANCHO CORDOVA, CALIFORNIA	DATE
	△					HORIZ. 1" = 40'		DESIGNED JDT			SHEET
	△					VERT. 1" = N/A		DRAWN RC			2
	△							PROJ. ENGR. JDT			OF
		NO.	DESCRIPTION	APPD ENGR.	DATE	APPD E.U.		DATE			



PARKING LOT
SHADE CALCULATIONS:

TREE TYPE	AREA/ FULL	QUANTITY FULL 3/4 1/2 1/4	SUBTOTAL	TOTAL
30' DIA. TREES				
CEDRUS DEODARA	706 S.F.	0 0 1 0	353 S.F.	
LAURUS NOBILIS	706 S.F.	0 6 0 1	3354 S.F.	
30' TOTAL:				3707 S.F.
35' DIA. TREES				
EXISTING QUERCUS V.	962 S.F.	0 0 2 0	962 S.F.	
EXISTING ULMUS P.	962 S.F.	0 0 0 1	241 S.F.	
PISTACHIA CHINENSIS	962 S.F.	0 5 0 1	3848 S.F.	
35' TOTAL:				5051 S.F.
PARKING STALL PAVING AREA:				15780 S.F.
SHADE REQUIRED:			50%	7890 S.F.
SHADE PROVIDED:			55%	8151 S.F.

PLANT LIST & LEGEND

SYMBOL	BOTANIC NAME/COMMON NAME	WUCOLS IV WATER USE	SIZE	QUANTITY	MATURE SIZE (HxW)
	CEDRUS DEODARA/DEODAR CEDAR	LOW	15 GALLON	11	60'x40'
	CERCIS CANADENSIS 'OKLAHOMA'/REDBUD (STANDARD)	LOW	15 GALLON	7	20'x20'
	LAURUS NOBILIS 'SARATOGA'/GRECIAN LAUREL	LOW	15 GALLON	25	40'x30'
	OLEA EUROPEA 'SWAN HILL'/FRUITLESS OLIVE	VERY LOW	24" BOX	24	25'x25'
	PARROTIA PERSICA/PERSIAN PARROTIA	LOW PER CITY LIST	15 GALLON	12	30'x30'
	PISTACHIA CHINENSIS/CHINESE PISTACHE	LOW	15 GALLON	7	40'x40'
	QUERCUS LOBATA/VALLEY OAK	LOW	15 GALLON	4	60'x70'
	PROTECTIVE FENCING PER CITY STANDARDS AROUND EXISTING TREES TO REMAIN WITHIN THE CONSTRUCTION ZONE. SEE MUNICIPAL CODE 19.0.02 FOR DEVELOPMENT CONTROL MEASURES.				

SHRUB & GROUNDCOVER AREA:

ACACIA REDOLENS 'DESERT CARPET'/PROSTRATE ACACIA	LOW	5 GALLON	2'x10'
ARCTOSTAPHYLOS D. 'HOWARD McMINN'/MANZANITA	LOW	5 GALLON	4'x8'
BACCHARIS PILULARIS 'PIGEON POINT'/DW. COYOTE BRUSH	LOW	1 GALLON	2'x8'
CHONDRPETALUM TECTORUM/DWF. CAPE RUSH	LOW	5 GALLON	3'x5'
CALLISTEMON V. 'LITTLE JOHN'/DW. BOTTLE BRUSH	LOW	5 GALLON	3'x6'
CALAMAGROSTIS X. 'STRICTA'/FEATHER REED GRASS	LOW	1 GALLON	2'x2'
COTONEASTER D. 'LOWFAST'/PROSTRATE COTONEASTER	LOW	5 GALLON	1'x8'
CAREX DIVULSA/EURASIAN GRAY SEDGE	LOW	1 GALLON	1'x3'
CAREX SPISSA/SAN DIEGO SEDGE	LOW	1 GALLON	3'x3'
DIETES BICOLOR	LOW	1 GALLON	3'x5'
FRANGULA CALIFORNICA/CALIFORNIA COFFEEBERRY	LOW	5 GALLON	12'x15'
HEROMELES ARBUTIFOLIA/TOYON	VERY LOW	5 GALLON	12'x15'
LOMANDRA LONGIFOLIA 'LOMLON'/LIME TUFF MAT RUSH	LOW	1 GALLON	3'x4'
MYOPORUM PARVIFOLIUM/CREeping BOOBIALLA	LOW	1 GALLON	1'x10'
NANDINA DOMESTICA 'GULF STREAM'/DW. HEAVENLY BAMBOO	LOW	5 GALLON	3'x2'
PENSTEMON HETEROPHYLLUS 'MARGARITA B.O.P./BEARD TONGUE	LOW	1 GALLON	1'x4'
ROSA CALIFORNICA/WILD ROSE	LOW	5 GALLON	5'x8'
ROSA X. HYBRIDA 'MEIRADENA'/CECAP ROSE	LOW	5 GALLON	4'x4'
ROSA X. 'MEUCOS'/PINK DRIFT ROSE	LOW	1 GALLON	2'x6'

BIORETENTION PLANTER: SEE PLANTS MARKED WITH "B" ABOVE.
SEE CIVIL PLANS FOR SOIL MIX & CROSS-SECTIONS.

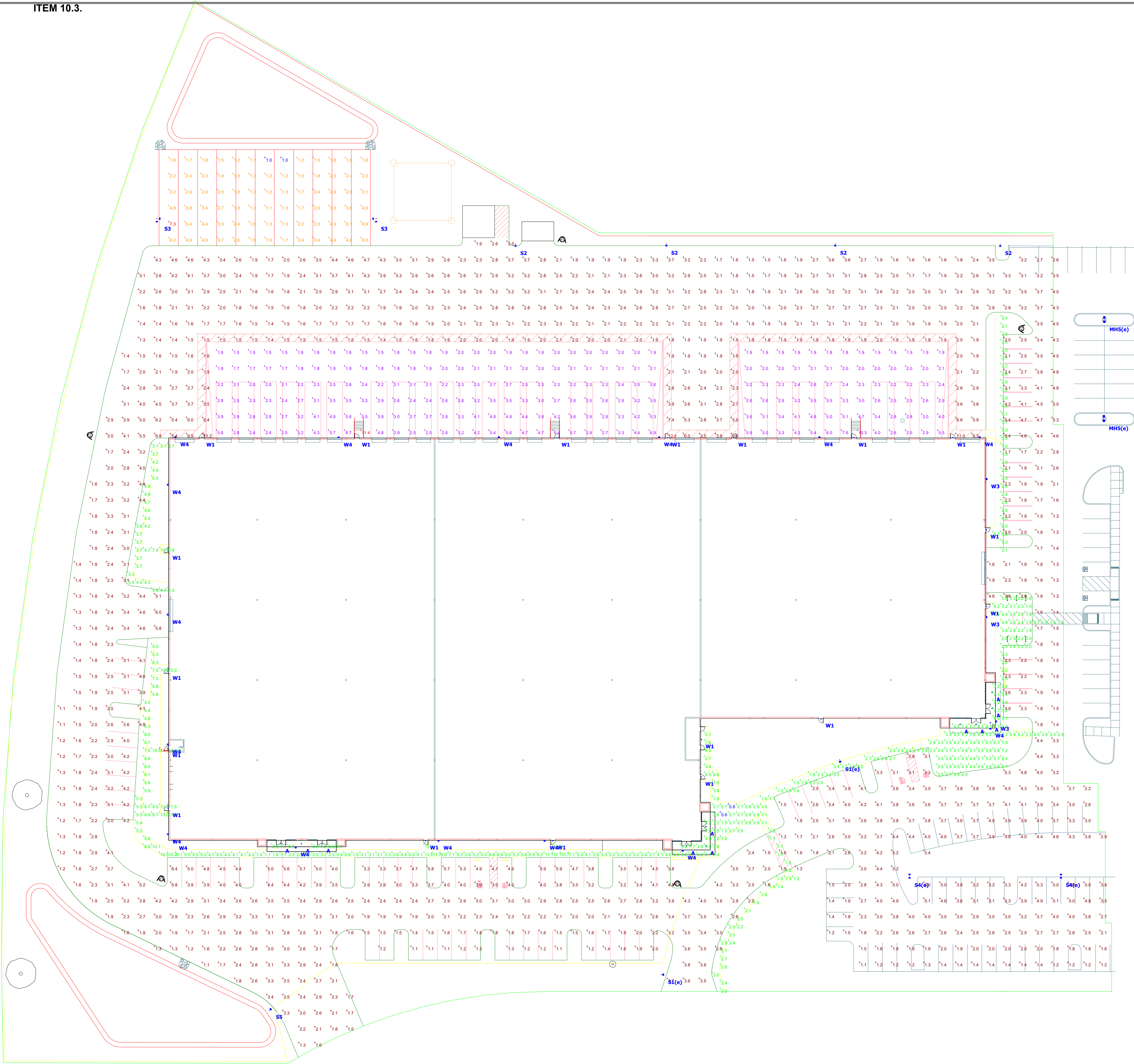
NATIVE ANNUAL GRASSES (CALTRANS MIX #3): FESTUCA MICROSTACHYS
(2 1/2 oz/1000s.f.) & FESTUCA OCTOFLORA (2 oz/1000s.f.)

PROPOSED
IRRIGATION STATEMENT

POTABLE WATER WILL BE UTILIZED FOR THE PROPOSED IRRIGATION SYSTEM. IRRIGATION WATER WILL BE DISTRIBUTED WITH OVERHEAD STREAM ROTOR SPRINKLERS IN MOST AREAS OVER 10' IN WIDTH (75% EFFICIENCY) WHILE A SUBSURFACE DRIP GRID SYSTEM WITH A PROJECTED EFFICIENCY RATE OF 95% WILL BE UTILIZED EVERYWHERE ELSE. THE IRRIGATION SYSTEM WILL BE IN FULL COMPLIANCE WITH THE CITY OF RANCHO CORDOVA'S WATER EFFICIENT LANDSCAPE ORDINANCE.

LANDSCAPE NOTES:

1. ROOT BARRIERS WILL BE PROVIDED FOR ALL TREES PLANTED WITHIN 10' OF PAVING OR HARDSCAPE.
2. FREE EFFICIENT WATER WILL BE APPLIED TO ALL NON-SEED PLANTER AREAS.
3. BARK MULCH WILL BE INSTALLED IN ALL PLANTERS TO A MINIMUM DEPTH OF 3 INCHES.
4. TREES WILL MAINTAIN A MINIMUM 15' CLEARANCE FROM LIGHT POLES & 4' FROM UNDERGROUND UTILITIES. 10' CLEARANCE IS ALLOWED FOR SMALLER CANOPY TREES.
5. FENCES, SHRUBS, SIGNS AND OTHER OBSTRUCTIONS SHALL NOT EXCEED 30 INCHES IN HEIGHT ABOVE ADJACENT ROADWAY SURFACES WITHIN THE "CLEAR VISION TRIANGLE" AT INTERSECTIONS.
6. TOTAL LANDSCAPE AREA IS 52, 686 SQUARE FEET.
7. NO EXISTING TREES ARE PROPOSED FOR REMOVAL.
8. ALL EXISTING TREES SHALL BE PROTECTED DURING CONSTRUCTION PER CITY STANDARDS.
9. 25% OF PROPOSED TREES WILL BE FROM A MINIMUM 24" BOX CONTAINER (21.5% PROVIDED).
10. 30% OF THE PROPOSED TREES ARE REQUIRED TO BE EVERGREEN (26 TREES) WHILE 55% EVERGREEN TREES ARE PROPOSED (66%).



Plan View
Scale - 1/32" = 1ft

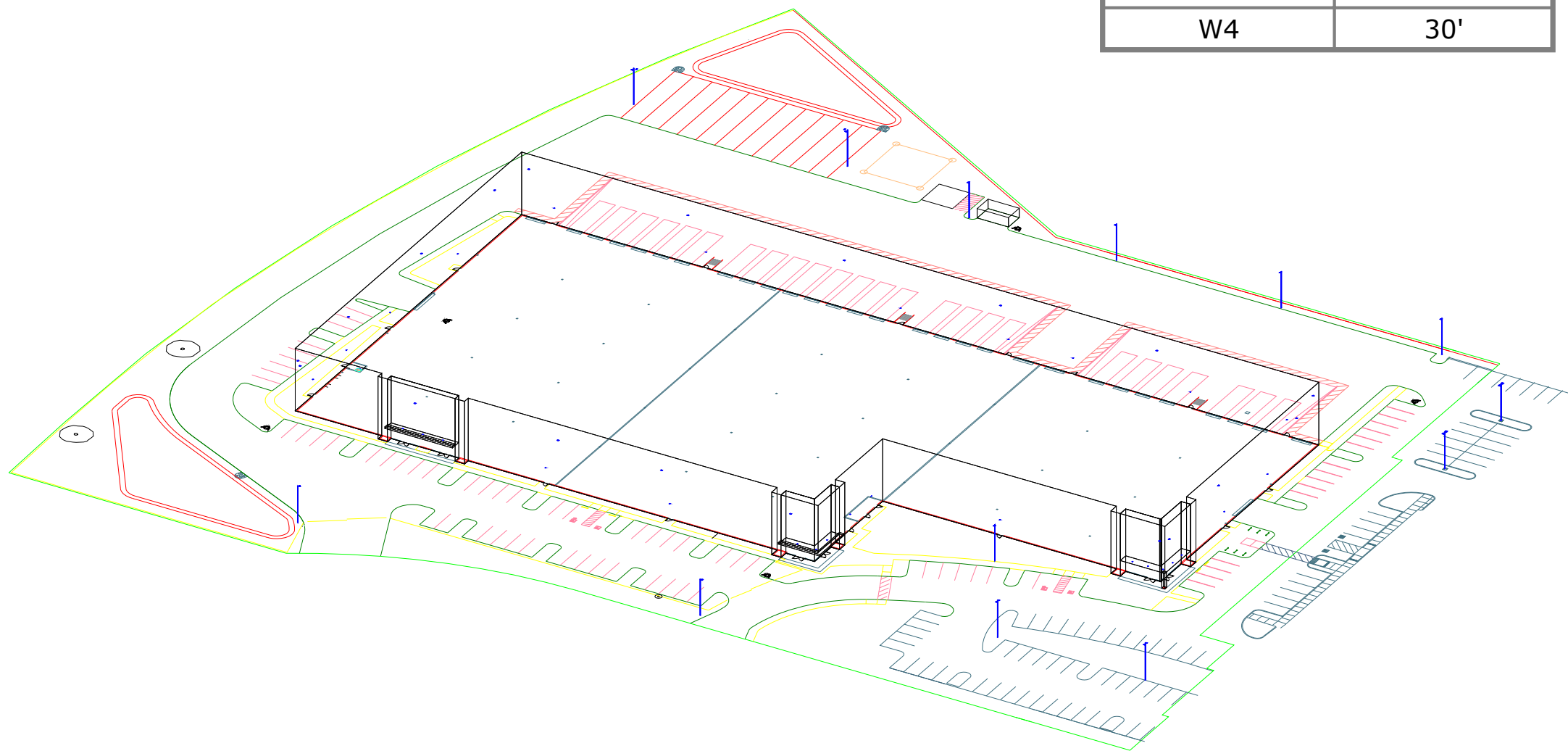
Schedule										
Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	A		11	Lithonia Lighting	LDN6 40/10 LOGAR LD	6IN LDN, 4000K, 1000LM, CLEAR, MATTE DIFFUSE REFLECTOR, CRI80	1	851	0.9	10.44
	MH5(e)		2	Lithonia Lighting	KAD 400M R55 (PULSE START)ONE 400-WATT CLEAR BT-37 PULSE START METAL HALIDE, HORIZONTAL POSITION.	Area Luminaire, 400W MH, R55 Reflector, Full Cutoff MEETS THE "NIGHTTIME FRIENDLY" CRITERIA, LIF ADJUSTED DOWN FROM 400wTO 320w, *** EXISTING POLE***	1	38000	0.6	930
	S1(e)		2	Lithonia Lighting	DSX0 LED P7 40K T3M MVOT	DSX0 LED P7 40K T3M MVOT *** EXISTING POLE***	1	18644	0.9	170.81
	S2		4	Lithonia Lighting	DSX0 LED P7 40K TFTM MVOLT	DSX0 LED P7 40K TFTM MVOLT	1	18356	0.9	166
	S3		2	Lithonia Lighting	DSX0 LED P7 40K TFTM MVOLT	DSX0 LED P7 40K TFTM MVOLT	1	18356	0.9	332
	S4(e)		2	Lithonia Lighting	DSX0 LED P7 40K TSM MVOLT	DSX0 LED P7 40K TSM MVOLT, *** EXISTING POLE***	1	19058	0.9	332
	S5		1	Lithonia Lighting	DSX0 LED P7 40K T3M MVOT	DSX0 LED P7 40K T3M MVOLT	1	18644	0.9	170.81
	W1		18	Lithonia Lighting	WDGE1 LED P2 40K 80CRI VW	WDGE1 LED WITH P2 - PERFORMANCE PACKAGE, 4000K, 80CRI, VISUAL COMFORT WIDE OPTIC, E4WH Emergency battery backup battery	1	1982	0.9	15.0178
	W3		3	Lithonia Lighting	WDGE4 LED P1 70CRI R3 40K	WDGE4 LED WITH P1 - PERFORMANCE PACKAGE, 4000K, 70CRI, TYPE 3 OPTIC	1	11883	0.9	76.21
	W4		16	Lithonia Lighting	WDGE4 LED P6 70CRI RFT 40K	WDGE4 LED WITH P6 - PERFORMANCE PACKAGE, 4000K, 70CRI, FORWARD THROW OPTIC	1	25586	0.9	185.23

Statistics

Description	Symbol	Area	Max	Max/Min	Avg/Min	Min
LOADING DOCK AREAS	+	2.9 fc	11.4 fc	7.6:1	1.9:1	1.5 fc
SIDEWALKS	+	4.4 fc	14.3 fc	23.8:1	7.3:1	0.6 fc
TRUCK PARKING	+	2.6 fc	7.3 fc	7.3:1	2.6:1	1.0 fc
DRIVE / PARKING	+	2.8 fc	12.4 fc	11.3:1	2.5:1	1.1 fc

Luminaire Locations

Label	MH
A	10'
MH5(e)	23'
S1(e)	23'
S4(e)	23'
S2	23'
S3	23'
W1	10'
W3	30'
W4	30'



South East View

Disclaimer
Photometric analyses performed by CJS Lighting are intended for informational and/or estimation purposes only. Using industry-recognized software, calculations correspond to the information provided to CJS Lighting, and are subject to the limitations of the software and the information received. Assumptions may be made for information that is not provided or available. It is the responsibility of the end-user to consult with a professional engineering advisor to determine whether this design meets the applicable project requirements for lighting performance, safety, suitability and effectiveness for use in a particular application. End-user environments and application can cause field performance to differ from the calculated photometric performance represented in this lighting design. Due to the above considerations, CJS Lighting does not guarantee that actual light levels measured in the field will match initial calculations, and recommend that drawings be submitted to a certified electrical engineer for verification.

Mather Commercial Center - Rancho Cordova, CA

SE Perspective



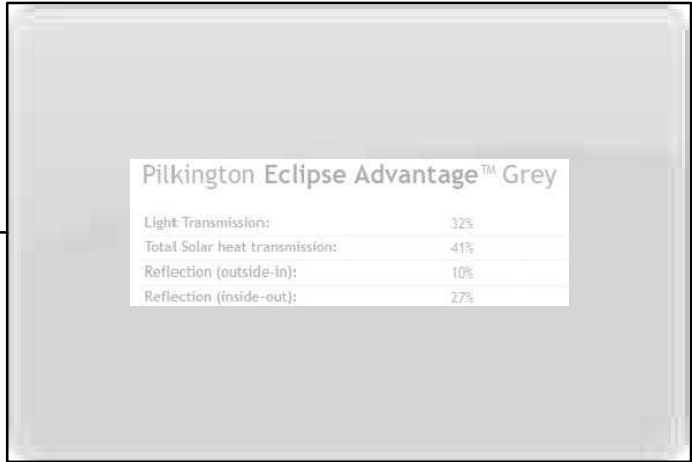
P-4
Field Accent
"Lakeville" DE5872



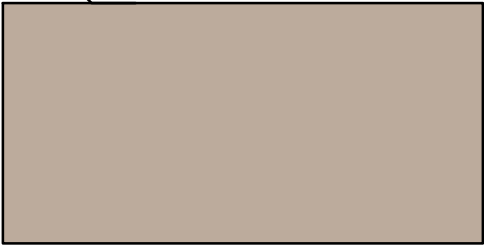
F-1
Bronze Anodized Aluminum
Storefront System & Canopy



B-1
Trash Enclosure (T.E.)
Baselite: 113- Split Face Standard-Lightweight



G-1
1/4" Tinted Glazing



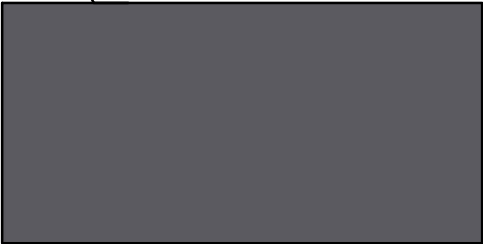
P-2
Medium Accent & T.E. Gates:
"Stanford Stone" DET696



P-1
Field: Light
"Pewter Patter" DET627



P-3
Dark Accent:
"Barnyard Gray" DET620



C-1
Entries: Alucabond Metal Panels
"Dusty Charcoal II"

ITEM 10.3.

ATTACHMENT 3

CONDITIONS OF APPROVAL

Exhibit B to the Resolution

		Category	Timing/ <u>Implementation</u>	Enforcement/ <u>Monitoring</u>
On-Going Conditions				
1.	The proposed entitlement is for a Major Design Review Amendment Permit for the Jackson Properties Warehouse Storage Building as described in the City Council staff report dated (March 17, 2025) and attached Project Plans (<u>Exhibit A</u>) with project conditions herein (<u>Exhibit B</u>), for project number PLND-0924-0110.	Project Description	On-Going	Planning
2.	Applicant(s) agree to defend, indemnify and hold harmless with Counsel selected by the City of Rancho Cordova ("City") and its agents, officers, consultants, and employees ("City's Agents") from any and all claims, actions, suits, or proceedings against the City or the City's agents to attack, set aside, void, annul, or modify an approval by the City, or the City's Agents concerning the project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. Nothing in this condition obligates the City to defend any Claim and the City is not required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City.	General	On-Going	Planning
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision-making body.	General	On-Going	Planning
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the	General	On-Going	Planning

ITEM 10.3.**ATTACHMENT 3****CONDITIONS OF APPROVAL****Exhibit B to the Resolution**

		Category	Timing/ <u>Implementation</u>	Enforcement/ <u>Monitoring</u>
	developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.			
5.	The Permit is valid for a period of three (3) years from the date of City Council approval unless an extension is granted by the Community Development Director or substantial construction of the permitted use or project has commenced and is diligently pursued to completion.	Expiration	On-Going	Planning
6.	Noise sources associated with construction, repair, remodeling, demolition, paving and/or grading of any real property must adhere to the development standards in the City's Noise Element, RCMC 6.68 and RCMC 16.18.1407(F).	Noise	On-Going	Code Enforcement /Building
7.	The removal and replanting of landscape not listed on the approved plan set must be consistent with RCMC 23.716.080 through 23.716.090 and reviewed by the Planning Department prior to the removal. All landscape care, maintenance, and tree pruning must adhere to RCMC 23.716.100 through 23.716.110.	Landscaping	On-Going	Planning
8.	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	Sidewalk Repair	On-Going	Public Works
9.	All storm drain facilities within private lots shall be privately maintained and shall be clearly labeled as "private" in the improvement plans.	Storm Drain Facilities	On-Going	Public Works
10.	Public lower laterals must not be smaller than the upper laterals, sized according to the California Plumbing Code Requirements	Sewer Laterals	On-going	Sacramento Area Sewer District
11.	SASD Design Standards and Specifications require minimum 6-inch lower laterals for commercial and industrial buildings.	Design Standards	On-Going	Sacramento Area Sewer District
12.	SASD prohibits gates that prevent access within sewer	Access	On-Going	Sacramento Area

ITEM 10.3.**ATTACHMENT 3****CONDITIONS OF APPROVAL****Exhibit B to the Resolution**

		Category	Timing/ <u>Implementation</u>	Enforcement/ <u>Monitoring</u>
	easements unless the District standards for accessibility through gates are met.			Sewer District
13.	Construction of a grease trap or a sand oil separator may be required. The Applicant must verify with the applicable jurisdiction's building department.	Grease Trap / Sand Oil Separator	On-Going	Sacramento Area Sewer District
14.	If any proposed garbage enclosure will contain a drain to the sewer, it must be covered.	Trash Enclosure	On-Going	Sacramento Area Sewer District
15.	Any use of SASD sewer easements, which is not compatible or interferes with the construction, reconstruction, operation, maintenance, or repair of SASD sanitary sewer(s), must not be allowed. Each proposed use must be reviewed and approved in writing by the District Engineer prior to the use of the easement by the grantor. This includes landscaping.	Sewer Easements	On-Going	Sacramento Area Sewer District
16.	SMUD has existing underground 12kV facilities along Peter A McCuen Blvd and on site that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 128 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation.	Existing Facilities	On-Going	SMUD
17.	SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs.	Easements	On-Going	SMUD
18.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	Relocation or Removal	On-Going	SMUD
19.	Any necessary future SMUD facilities located on the	Future Facilities	On-Going	SMUD

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		Category	Timing/ <u>Implementation</u>	Enforcement/ <u>Monitoring</u>
	Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property.			
20.	In the event the City requires an Irrevocable Offer of Dedication (IOD) for future roadway improvements, the Applicant shall dedicate a 12.5-foot public utility easement (PUE) for overhead and/or underground facilities and appurtenances adjacent to the City's IOD.	Irrevocable Offer of Dedication	On-Going	SMUD
21.	The Applicant shall disclose existing or proposed 69kV electrical facilities to future and/or potential owners.	Electrical Facilities Disclosure	On-Going	SMUD
22.	Daily sweeping is required for Peter A McCuen Blvd during construction along with the enforcement of CA fugitive dust requirements for construction sites.	Construction	On-Going Throughout Construction	Planning
23.	Water supply will be provided by the Sacramento County Water Agency.	Water Supply	On-Going	Sacramento County Water Agency
24.	Public Water Service must be supplied to each building	Water Supply	On-Going	Sacramento County Water Agency
25.	During construction, the Project must utilize electric tools and vehicles to the extent feasible, including heavy equipment tools and construction vehicles. Any heavy equipment tools and vehicles not powered by electricity must be limited in the amount of time they are allowed to idle. City may request at any time, all equipment maintenance records and data sheets, including design specifications and emission control tier classifications. City may conduct an on-site inspection to verify compliance with this condition.	Construction Equipment	On-Going Throughout Construction	Planning
26.	Parking of trucks (with or without trailers) is not permitted on the public right of way surrounding the property and also not permitted in designated passenger vehicle parking spaces. Trucks shall not inhibit any on-site	Truck Parking	On-Going	Planning

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	circulation or access on the property.			
27.	Any future installation of a Communications Tower or any other tower, must receive all required entitlements and approval by the Planning Department prior to any building permits or construction.	Communications Tower	On-Going	Planning
Prior to Approval of Improvement Plans				
28.	Show the design for a fire access roadway of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radii of 25 feet inside and 50 feet outside dimension on the improvement plans. The access roadway shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. <i>The use of turf-block or grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways.</i>	Fire Access Roadway	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
29.	Show the design for a minimum of 2 remote fire access roadways. Remote fire access roadways shall be spaced a distance apart equal to not less than one-half of the maximum diagonal dimension of the property or areas to be served. A minimum 2 remote access roadway shsall be provided for in any of the following conditions: a) A single building in excess of 62,000 sq. ft. b) Multiple buildings within a single parcel where the total combined square footage is in excess of 62,000 sq. ft. c) Multi-family dwellings in excess of 39 units.	Fire Access	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
30.	Show the design for aerial apparatus access for buildings 30 feet or greater. Aerial apparatus access shall be a minimum 26-feet in width, located 15-30 feet from the building, and located on no less than 2 sides of the building (as determined by the Fire Code official).	Aerial Apparatus Access	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department

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31.	Show the design for an approved fire apparatus turnaround. The fire apparatus turnaround shall conform to Sacramento Metro Fire Districts, Fire Prevention Standard #3. The fire access turn-around shall be located within 50 feet of the end of the access roadway.	Fire Apparatus Turnaround	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
32.	Show on the plan how Fire Lanes will be marked. Fire Lane identification shall be provided along the required fire access roadway. Fire Lane identification shall be in accordance with the Sacramento Metro Fire Districts Fire Prevention Standard #3 and the California Vehicle Code. Vehicle parking is prohibited on any street less than 28 feet in width. Vehicle parking is permitted on both sides of streets 36 feet or more in width. Roadway widths shall be measured between the gutter-line or edge of pavement on opposite sides of the road. Identification of fire apparatus access roadways may be required on private roads.	Fire Lanes	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
33.	Provide a note on the plan that reads, "Fire access roadways shall be built to bear a minimum of 80,000 pounds and meet the Sacramento County Public Works Standards for roadways. A report, prepared by a registered geotechnical engineer, verifying the ability of the road to bear the required minimum weight, shall be submitted with any plan indicating construction of roadway. Verification of constructed roadway shall be provided by a registered geotechnical engineer prior to final of the project."	Fire Apparatus Access	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
34.	Show the location of the required fire hydrants for this project on the improvement plans. Approved fire hydrants capable of providing the required fire flow for the protection of any and all structures shall be located along the fire apparatus access roadway. The required fire hydrants shall be installed and operational prior to any construction or on-site storage of combustible materials.	Fire Hydrants	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department

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	The minimum required fire flow for the protection of commercial developments is 1,500 gallons per minute (gpm) at a pressure of 20 pounds per square inch (psi) for a two-hour duration.			
35.	Provide Fire Access Agreement between all parcels connected to and served by fire access. Fire Access Agreement shall be recorded with the Public Records Office having jurisdiction.	Fire Access Agreement	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
36.	Provide Fire Access Roadway Maintenance Agreement (RMA) between all parcels connected to and served by the fire access roadway. The Fire Access Roadway Maintenance Agreement shall be recorded with the Public Records Office having jurisdiction. The roadway maintenance agreement shall include the following: a) Provisions for the necessary repair and maintenance of the roadway surface. b) Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13'-6") or width of twenty feet (20') c) Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping d) Provisions for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems.	Fire Access Roadway Maintenance Agreement	Prior to Approval of Improvement Plans	Sacramento Metropolitan Fire Department
37.	Drainage Study: Applicant shall prepare and submit a project specific drainage study that includes but is not limited to: a pre- and post-project drainage analysis of the project impacts, identification of offsite project impacts or required offsite improvements, and identification of proposed connections to the City's Storm Drainage System with adequate supporting calculations. The drainage study shall conform to the requirements of	Drainage Study	Prior to Approval of Improvement Plans	Public Works

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	the Sacramento City/County Drainage Manual (Volume 2), County of Sacramento Improvement Standards (Section 9), and all other applicable City standards. The drainage study must be developed and stamped by a Professional Engineer and determined by the City to be accurate and adequate. The modeling shall extend to the downstream drainage channel owned by Sacramento County.			
38.	Stormwater Quality- Post Construction The improvement plans shall incorporate all applicable post construction stormwater quality measures; including source control (loading docks, waste management areas), treatment control, hydromodification management, low impact development measures (including but not limited to disconnected roof drains, amended soils, depressed landscaping, river friendly landscaping, etc.), and full capture trash control measures into the site improvement plans in conformance with the most recent version of the <i>Stormwater Quality Design Manual for the Sacramento Region</i> . The applicant shall prepare and submit a Post-Construction Stormwater Quality Control Plan that includes details and sizing calculations of all the proposed post construction stormwater quality measures. In addition, a maintenance covenant is required for all proposed post construction stormwater quality measures, as detailed in Appendix B of the <i>Stormwater Quality Design Manual for the Sacramento Region</i> .	Stormwater	Prior to Approval of Improvement Plans	Public Works
39.	Stormwater Quality– During Construction: SWPPP – the applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to be executed through all phases of grading and project construction. The SWPPP shall incorporate Best Management Practices (BMPs) to ensure that potential water quality	Stormwater Quality	Prior to Approval of Improvement Plans	Public Works

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	impacts during construction phases are minimized. These measures shall be consistent with the City's Improvement Standards and Land Grading and Erosion Control Ordinance. During construction, the applicant shall implement BMPs in accordance with the SWPPP and the City's Improvement Standards. Advisory Condition: Construction General Permit The project applicant shall file a Notice of Intent (NOI) to obtain coverage under the <i>National Pollutant Discharge Elimination System (NPDES) General Permit For Storm Water Discharges Associated With Construction And Land Disturbance Activities</i> (Construction General Permit). Permits are issued by the State Water Resources Control Board.			
40.	The SWPPP for the site shall include a contingency plan for the implementation of a process to remove fine clay sediments prior to discharge to the City of Rancho Cordova's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the City of Rancho Cordova. A polymer treatment system or comparable process shall be incorporated in the erosion and sediment control plan as part of the improvement plans submittal. This system shall be implemented by qualified professionals with training and proven experience in this field.	SWPPP	Prior to Approval of Improvement Plans	Public Works
41.	Drainage System Design: The applicant shall submit and obtain City approval of plans and specifications for the construction of public improvements and all grading. The drainage system shall be designed in accordance with the approved Drainage Study to accommodate runoff from the ultimate development and shall meet the City of Rancho Cordova's Improvement Standards, construction standards, and Floodplain Management Ordinances in	Drainage System	Prior to Approval of Improvement Plans	Public Works

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	effect at the time of improvement plans approval.			
42.	All development within the City must comply with the City of Rancho Cordova's Floodplain Management Ordinance. All new structures shall be protected from the 100-year (1 percent) flood event. Certified pad elevations (certified by a registered Civil Engineer or licensed Land Surveyor) shall be set at least one and two tenths foot (1.2') above all sources of 100-year flooding (see Section 9-1 of improvement standards). The overland release path must be shown on the improvement plans and the hydraulic computation must be provided to estimate the flow depths along the overland release paths. The calculations must be in conformance with Section 9-15 of the Improvement Standards.	Floodplain Management	Prior to Approval of Improvement Plans	Public Works
43.	The applicant must determine if they are required to obtain coverage under the State's "NPDES General Permit for Stormwater Discharges Associated with Industrial Activity". Applicant shall submit the determination to the City for review. The submittal must include the applicable Standard Industrial Classification (SIC) code(s), which describe the business activities that will be occurring at the facility.	Stormwater Permitting	For Industrial Site, Prior to Approval of Improvement Plans	Public Works
44.	Provide a permanent concrete stamp, or other permanently applied message to the satisfaction of the City not including paint, which reads "No Dumping-Flows to Creek" or other approved message at each storm drain inlet.	Concrete Stamp	Prior to Approval of Improvement Plans	Public Works
45.	Fees: Pay the drainage impact fees to the satisfaction of the City of Rancho Cordova Public Works Department	Drainage Impact Fees	Prior to Approval of Improvement Plans	Public Works
46.	Number, size, and location of driveways are subject to approval by the Public Works Department.	Driveways	Prior to Approval of Improvement Plans	Public Works
47.	A tree removal permit is required for the removal of any protected trees on site. Trees shall be replaced or	Tree Removal	Prior to Approval of Improvement Plans	Public Works

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	mitigated per Rancho Cordova Municipal Code 19.12.120. Tree replacement is one inch per one inch ratio. In-lieu payment is \$165 per inch.			
48.	Relocate storm and water mains from under building footprint and record new utility easements.	Storm and Water Main Relocation	Prior to Approval of Improvement Plans	Public Works
49.	If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel must have a separate connection to a private onsite sewer line or a separate connection to the SASD public sewer line. These improvements must be shown on the plans. Field modifications to new or existing precast manhole bases are not allowed.	Sewer Connection	Prior to Approval of Improvement Plans	Sacramento Area Sewer District
50.	Lower Laterals must not directly connect to main lines more than 19 feet deep / directly to trunk lines (lines with flow greater than 1 MGD). Connection to the sewer main line on Peter A McCuen Blvd will not be allowed except at the manhole.	Sewer Connection	Prior to Approval of Improvement Plans	Sacramento Area Sewer District
51.	All onsite sewer plans and offsite sewer plans must be submitted separately to SASD for review and approval.	Sewer Plan Submittals	Prior to Approval of Improvement Plans	Sacramento Area Sewer District
52.	Permanent structures, walls, signs and footings will not be permitted within the existing SASD easement area unless express written permission is obtained from SASD.	SASD Easement Areas	Prior to Approval of Improvement Plans	Sacramento Area Sewer District
53.	All manholes not within public right of way must be accessible with an all-weather access road.	Access	Prior to Approval of Improvement Plans	Sacramento Area Sewer District
54.	Any landscaping within easement areas is limited to lawn or similar groundcover, or plant species that are not environmentally protected and whose mature growth does not exceed five feet in height. When planting, place a root barrier system, such as trifluralin fabric, between the main lines or laterals and any trees or shrubs planted within the easement area.	Landscaping	Prior to Approval of Improvement Plans	Sacramento Area Sewer District
55.	All water lines shall be located within a public right-of-way or within easements dedicated to SCWA.	SCWA Easements	Prior to Approval of Improvement Plans	Sacramento County Water

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		Category	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u> Agency
	Easements shall be reviewed and approved by Sacramento County Water Agency prior to Improvement Plan Approval or Final Map Approval			
56.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from agricultural wells for grading and construction.	On-Site Wells	Prior to Approval of Improvement Plans	Sacramento County Water Agency
57.	Civil Improvement Plans approved by SCWA are required for relocation of the water main. A new water pipeline easement for the relocated portion of the water main shall be dedicated to SCWA.	Civil Plan Submittals	Prior to Approval of Improvement Plans	Sacramento County Water Agency
58.	The water supply sequencing steps shall be: (1) install and cure temporary thrust restraints at locations where water main will be cut, (2) obtain approval from the Fire Department to shut down the fire loop, (3) request SCWA Operations to shut the isolation valves, (4) cut and remove the existing water main and install the relocated water main except for tie-in's (5) after disinfection, make the tie-in's then (6) after new water system is ready for SCWA acceptance allow two months for SCWA to abandon the portion of the existing water pipeline easement under the proposed building.	Water Supply Sequencing	Prior to Approval of Improvement Plans	Sacramento County Water Agency
59.	The Applicant shall dedicate a 12.5-foot public utility easement for overhead and/or underground facilities and appurtenances adjacent to all public street rights-of-way.	Easement Dedications	Prior to Approval of Improvement Plans	SMUD
60.	The Applicant shall dedicate any private drive, ingress and egress easement, (and 10-feet adjacent thereto) as a public utility easement for (overhead and) underground facilities and appurtenances. All access roads shall meet minimum SMUD requirements for access roads.	Easement Dedications	Prior to Approval of Improvement Plans	SMUD

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		Category	Timing/ <u>Implementation</u>	Enforcement/ <u>Monitoring</u>
61.	The project plans show proposed stormwater retention/detention basins. Please provide details on vegetation management and debris/sedimentation management and long-term maintenance of the stormwater retention/detention basins including but not limited to; all inlets/outfalls, storm drains, storm drain manholes, drain inlets, and bioretention areas. It is the District's goal to have all stormwater conveyances be constructed in such a manner so that it does not breed mosquitos or require mosquito control.	Stormwater Management	Prior to Approval of Improvement Plans	Mosquito and Vector Control District
62.	All stormwater, drainage and water features including but not limited to: storm drains, storm drain manholes, drain inlets, and bioretention areas, and detention/retention basin shall be designed to be in compliance pursuant to the California Health and Safety Code (HSC 2060) to discourage or eliminate mosquito breeding.	Water Feature Requirements	Prior to Approval of Improvement Plans	Mosquito and Vector Control District
63.	Please ensure that any stormwater drainage features constructed do not hold water for more than 72 hours and vegetation is maintained to prevent mosquito breeding. (Please refer to the District's BMP manual SW-10).	Stormwater Drainage	Prior to Approval of Improvement Plans	Mosquito and Vector Control District
64.	As stated in the designs it indicates that security fencing will be installed. Please note that District Staff will need full access to all proposed stormwater and drainage features including but not limited to: storm drains, storm drain manholes, drain inlets, and bioretention areas, and detention/retention basins to conduct surveillance and treatment of potential mosquito breeding habitats.	District Access	Prior to Approval of Improvement Plans	Mosquito and Vector Control District
Prior to Issuance of Building Permit				
65.	Structural setbacks less than 14-feet shall require the applicant to conduct a pre-engineering meeting with all utilities to ensure property clearances are maintained.	Structural Setbacks	Prior to Issuance of Building Permit	SMUD

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66.	The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.).	Utility Clearance	Prior to Issuance of Building Permit	SMUD
67.	The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, service conductors). Information regarding SMUD siting requirements can be found at: https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services .	Siting Requirements	Prior to Issuance of Building Permit	SMUD
68.	The Applicant shall dedicate and provide all-weather vehicular access for service vehicles that are up to 26,000 pounds. At a minimum: (a) the drivable surface shall be 20-feet wide; and (b) all SMUD underground equipment and appurtenances shall be within 15-feet from the drivable surface.	Vehicular Access	Prior to Issuance of Building Permit	SMUD
69.	The applicant shall meet the following: Civil Site Plans and Architectural Plans shall be submitted <u>and</u> approved prior to Final Building Permit being issued. Fire Sprinkler and Fire Alarm plans shall be <u>submitted</u> prior to the Final Building Permit being issued. Please note: The Sacramento Metro Fire District <u>does not</u> allow deferred submittals for Fire Sprinkler or Fire Alarm plans.	Plan Submittals	Prior to Issuance of Building Permits	Sacramento Metropolitan Fire Department
70.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing	Stormwater Utility Fee District Annexation	Prior to Issuance of Building Permit	Public Works

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	a funding mechanism to fund the operation and maintenance of the Project's stormwater drainage and flood protection system. Costs associated with the annexation shall be borne by the Property Owner/Applicant through payment of the annexation costs in the amount of \$7,000 per annexation. Contact Dalia Fadl at (916) 851-8718 with regard to the process to satisfy this condition of approval.			
71.	Applicant shall complete improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: • All onsite civil improvements • Civil plan shall include an ADA access plan • All facilities, including but not limited to, sidewalk, driveways, etc. shall meet current ADA requirements and City Standards. • Utility laterals • High Visibility Enhanced crosswalks on Peter A. McCuen Boulevard at Schriever Avenue and De Bellevue Street to the satisfaction of Cordova Recreation and Park District and the Public Works Department. • Replacement of damaged sidewalk and curb and gutter along property frontage to the satisfaction of The Public Works Department. Sidewalk panels shall be replaced to the nearest joint • All site fencing shall be decorative. • Public improvement plans shall clearly delineate all transitions to existing improvements • All improvements to be designed and constructed to the satisfaction of the Public Works Department.	Improvement Plans	Prior to Issuance of Building Permits	Public Works

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	Complete installation of all improvements shown on the improvement plan to satisfaction of the City prior to occupancy			
72.	The owner must contact Permit Services Unit at PermitServices@sacsewer.com or by phone at (916) 876-6100 to determine if sewer impact fees are due. Fees are to be paid prior to the issuance of building permits.	Sewer Impact Fees	Prior to Issuance of a Building Permit	Sacramento Area Sewer District
73.	A final landscape plan shall be submitted in conjunction with building permit submittals and approved by the planning department prior to issuance of permits and/or any installation of landscape materials RCMC 23.716.020. The final landscape planting and irrigation plan shall be prepared by a registered licensed landscape architect and include the following items per RCMC 22.180.060: • Planting plan to scale that indicate slope • Irrigation Plan • Soils Test • Water Use Calculations • Irrigation Schedule • Permeability test for LID facilities' locations • Soil media specifications (LID features)	Landscape Plan	Prior to Issuance of Building Permit	Planning / Public Works
74.	Project building will include skylights as well as a roof that is designed to carry solar panels for future installation.	Roof Design	Prior to Issuance of Building Permit	Planning
75.	Facility shall provide adequate infrastructure and electrical capacity to prepare for future zero-emission future goods movement including EV charging for future zero-emission vehicles as well as electrical plugs at every loading dock station prior to usage for refrigerated trucks.	Infrastructure	Prior to Issuance of Building Permits	Planning

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76.	EV Charging infrastructure to be installed upon construction along with designated parking spaces to be provided to ensure the site is EV Ready consistent with California Green Building Code Requirements.	EV Infrastructure	Prior to Issuance of Building Permits	Planning / Building
77.	Signage shall be added to loading dock areas that states trucks parked in loading dock areas shall be shut off to reduce idling and no overnight parking of trucks is permitted.	Truck Idling	Prior to Issuance of Building Permit	Planning
78.	A minimum 12' screen wall shall be added along the loading area facing Old Placerville Road and shall extend out a minimum of 40'. With 4' below grade loading docks, screen wall shall be in total 16' in height from lowest grade.	Screen Wall	Prior to Issuance of Building Permit	Planning
79.	Water intensive commercial and industrial building permit applicants must conduct a water use efficiency review and submit the findings in required environmental documentation for the project.	Water Use Efficiency	Prior to Issuance of Building Permits	Sacramento County Water Agency
80.	The project requires efficient cooling systems, re-circulating pumps for fountains and ponds, and water recycling systems for vehicle washing as a condition of service	Water Efficiency	Prior to Issuance of Building Permits	Sacramento County Water Agency
81.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Title 4 of the Sacramento County Water Agency (SCWA) Code.	Development Fees	Prior to Issuance of Building Permits	Sacramento County Water Agency
82.	The project shall conform to the specific provisions of the City of Rancho Cordova Landscaping Ordinance (Municipal Code Title 23, Chapter 23.716)	Landscaping Efficiency	Prior to Issuance of Building Permits	Sacramento County Water Agency
83.	All projects are subject to Sacramento Metro Air District rules and regulations in effect at the time of construction. Please visit our website to find a list of the most common rules that apply at the construction phase of projects.	Construction Rules and Regulation	Prior to beginning of Construction	Sacramento Metropolitan Air District
84.	The Project shall provide an updated photometric plan showing foot-candle readings every 10 feet within the	Outdoor Lighting	Prior to Issuance of Building Permits	Planning

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property and 10 feet beyond the property lines, with the building permit submittal and shall also meet the following applicable requirements for Outdoor Lighting: • Nuisance Prevention: All outdoor lighting shall be designed, located, installed, directed downward or toward structures, shielded, and maintained in order to prevent glare, light trespass, and light pollution. • Maintenance: Fixtures and lighting shall be maintained in good working order and in a manner that serves the original design intent. • Shielding: All outdoor lighting shall be constructed with full shielding and/or recessed to reduce light trespass to adjoining properties. Each fixture shall be directed downward and away from adjoining properties and public rights-of-way, so that no light fixture directly illuminates an area outside of the site. • Levels of Illumination: Parking lots, driveways, trash enclosures/areas, public phones, and group mailboxes shall be illuminated with a minimum maintained one foot-candle of light and an average not to exceed four foot-candles of light. • Levels of Illumination: Pedestrian walkways shall be illuminated with a minimum maintained one-half foot-candle of light and an average not to exceed two foot-candles of light. • Levels of Illumination: Entryways and exterior doors of non-residential structures shall be illuminated during the hours of darkness, with a minimum maintained one foot-candle of light, measured within a five-foot radius on each side of the door at ground level. • Maximum Height of Freestanding Outdoor			

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	Light Fixtures: The maximum height of freestanding outdoor light fixtures shall be 24 feet. Height shall be measured from the finish grade, inclusive of the pedestal, to the top of the fixture. • Energy-Efficient Fixtures Required: Outdoor lighting shall utilize energy-efficient (high pressure sodium, metal halide, low pressure sodium, hard-wired compact fluorescent, or other lighting technology that is of equal or greater efficiency) fixtures and lamps. All new outdoor lighting fixtures shall be energy-efficient with a rated average bulb life of not less than 10,000 hours.			
85.	On-site public PA system or other address systems shall be located in areas that are controlled so that noise levels do not exceed 45 dba at property line	Noise	Prior to Issuance of Building Permit	Planning
86.	Short-Term and Long-Term bicycle parking shall be included on-site as required by the Sacramento County Zoning Code section 330-130. Bicycle parking shall be shown on Building Plans.	Bike Parking	Prior to Issuance of Building Permit	Planning
Prior to Final Inspection				
87.	Install public and onsite improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	On-Site Improvements	Prior to Final Inspection	Public Works
88.	Upon completion of the installation of the landscaping, the designer shall certify that the landscape complies with all city water conserving landscape requirements. Certification shall be accomplished by completion of a certificate of compliance on a form approved by the director of the city public works department. Failure to submit a complete and accurate certificate of compliance will delay final approval of the project and/or discontinue water service per RCMC 22.180.090. Upon receipt of the certificate of compliance and site inspection from City	Water Conservation Requirements	Prior to Final Building Inspection	Public Works

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	staff, the landscaping performance bond will be released.			
89.	Record drawings of grading and improvement plans (1 full size and 1 half size hard copy), as well as a compact disc containing said plans in AutoCAD and pdf format, and a GIS shape file, or equivalent to the satisfaction of the City Engineer shall be submitted and approved by the Public Works Department.	Drawing Recordation	Prior to Final Building Inspection	Public Works
90.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Addresses	Prior to Final Building Inspection	Sacramento Metro Fire
91.	Applicant/Owner/Developer shall repair and replace all right-of-way damages caused by the construction of the building to the satisfaction of the Public Works Department. Damages include, but are not limited to: pavement, sidewalks, curbs, and gutters.	Right-Of-Way Damages	Prior to Final Inspection/ Occupancy	Public Works

ADVISORY:

- **FIRE:** Any Gates shall be installed in accordance with The County Emergency Access Gates and Barriers Standard. Plan submittal is required prior to installation.

Jackson Properties Warehouse

PLND-0924-0110 Major Design Review Amendment & Height Exception

Nick Sosa, Senior Planner
March 17, 2025



Project Background

- The Project is located within the Mather Field Special Planning Area (MFSPA) which references the 2003 Sacramento County Code as its regulatory document.
- The project is greater than 75,000 SF and therefore is considered a Design Review Level II and per the MFSPA, City Council is the appropriate approval authority.
- The original Major Design Review and Height Exception was approved on September 5, 2023.

Project Request

- The Applicant is requesting a Major Design Review Amendment and Height Exception to re-orient the loading dock area of the building and update the site plan to accommodate this change.
- The Applicant is also requesting a re-approval of a height exception to exceed the 40-foot allowed height maximum by approximately 3.5- feet.
 - This exception was approved as part of the original project for a height increase of 8-feet.



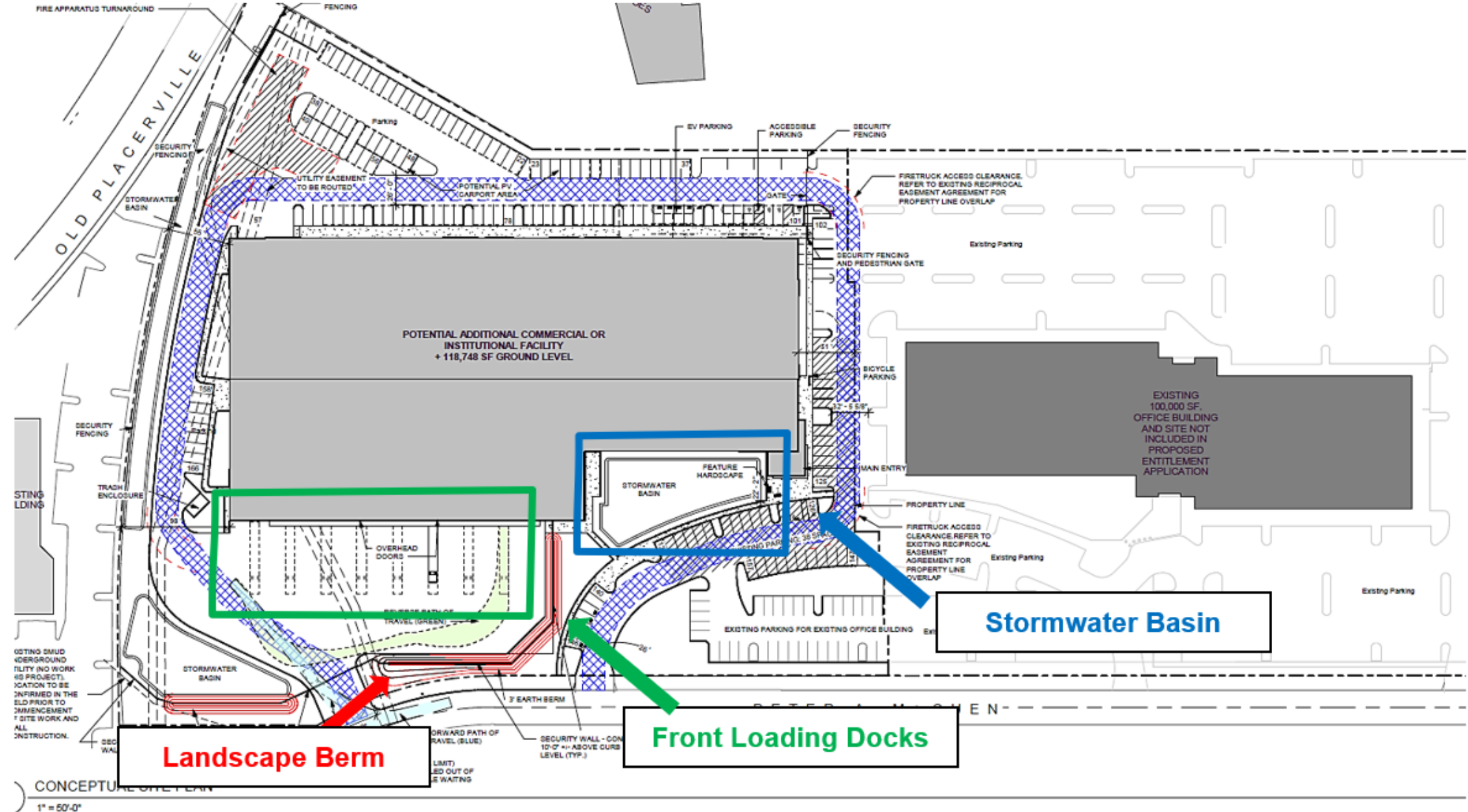
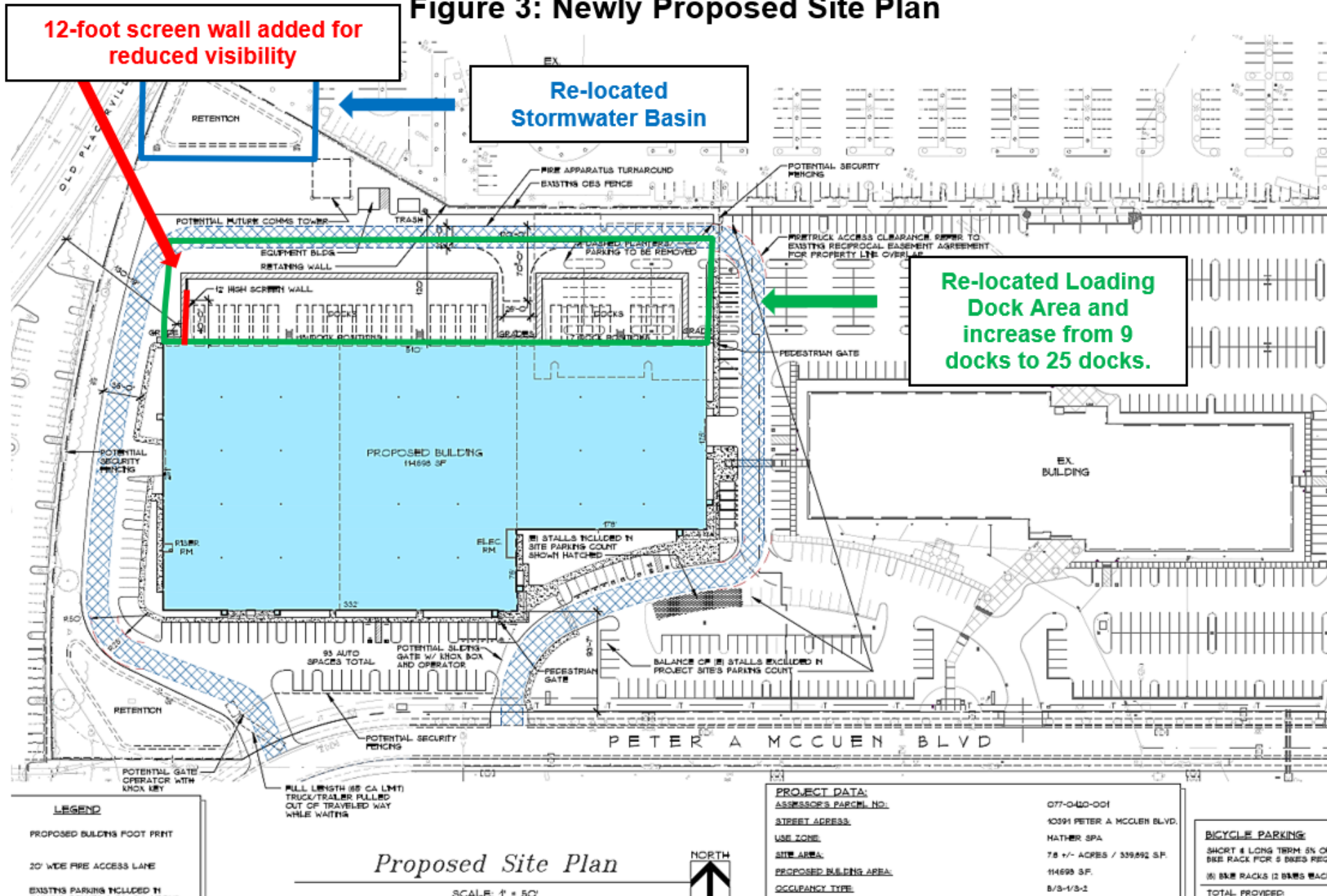


Figure 3: Newly Proposed Site Plan







Old Placerville

EXISTING MATURE LANDSCAPING, EYE LEVEL FROM ACROSS OLD PLACERVILLE RD.
(THE YELLOW LINE REPRESENTS THE OUTLINE OF THE BUILDING VIEWED FROM THIS
LOCATION).



Figure 6: North Elevation

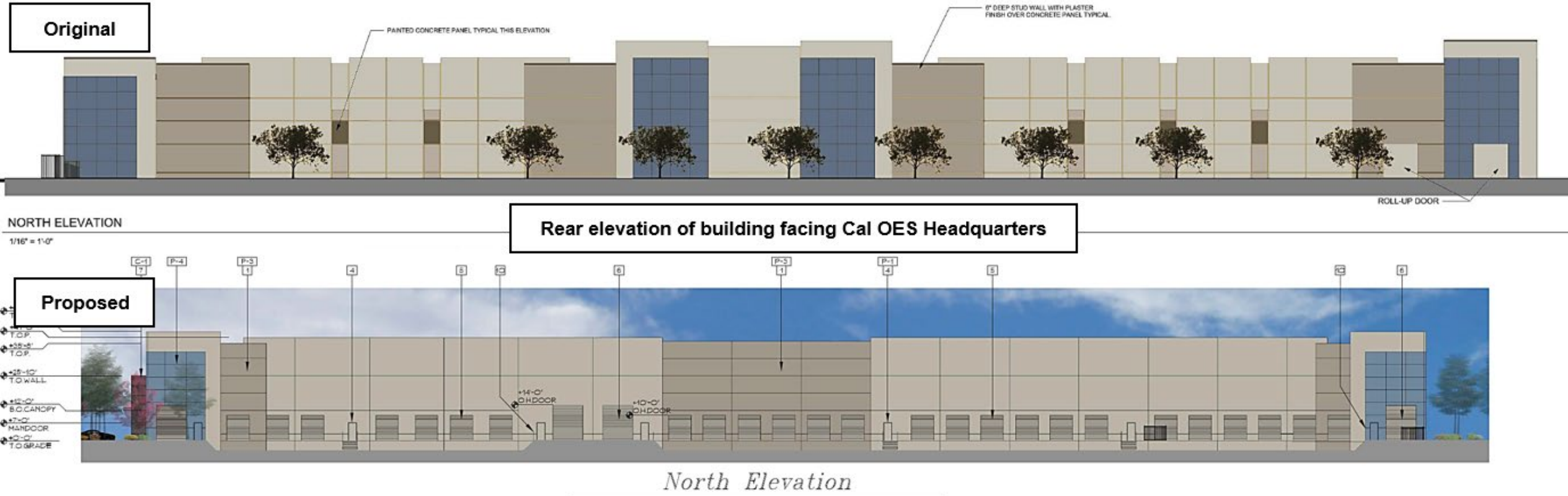


Figure 7: South Elevation

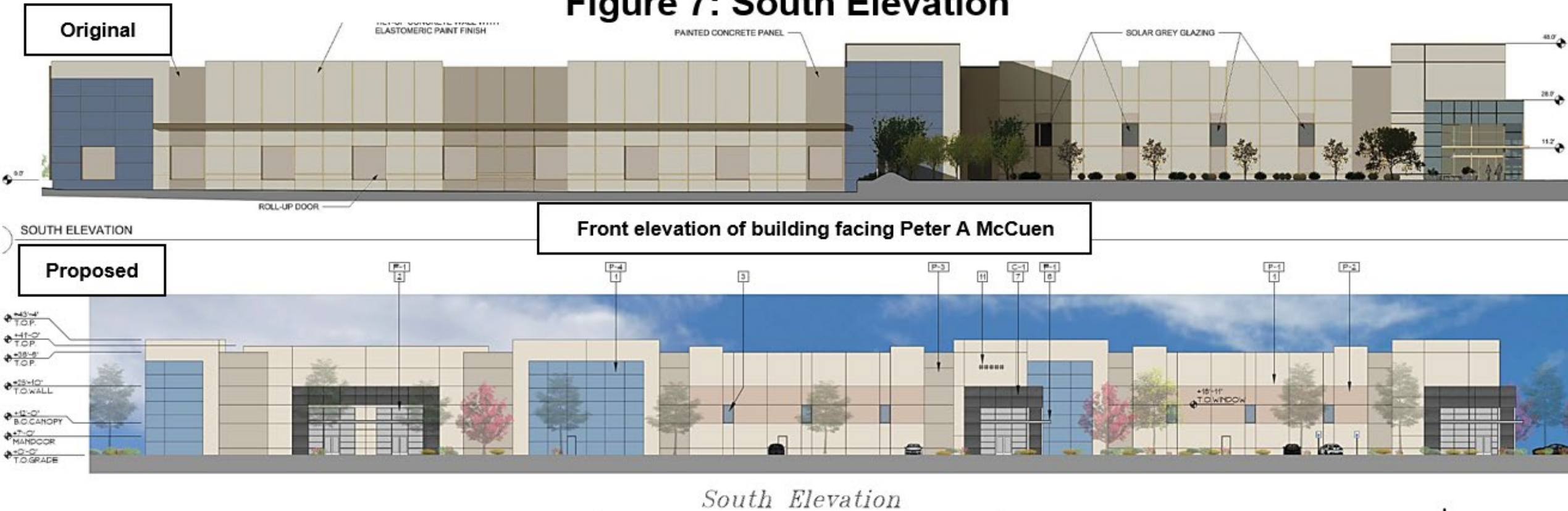


Figure 8 – East and West Elevations

Original

SOLAR GREY GLAZING



EAST ELEVATION

Elevation facing adjacent Cal OES building

PAINTED CONCRETE PANEL
TYPICAL THIS ELEVATION

WEST ELEVATION

Elevation facing Old Placerville side

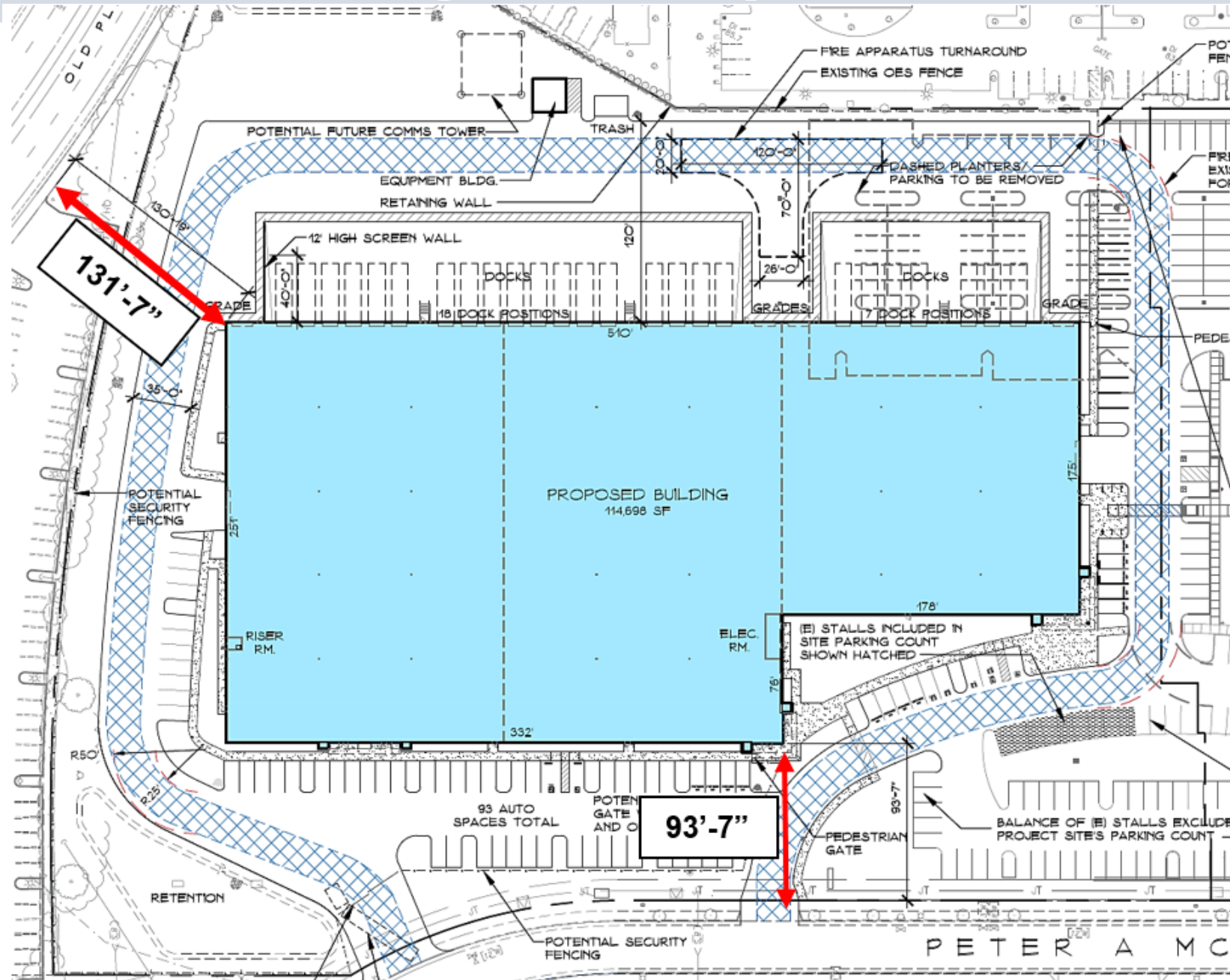
Proposed

*East Elevation**West Elevation*12-foot Screen Wall for loading
dock area



- Applicant is requesting a height exception to exceed the maximum allowed height from 40 feet to 43'-4".
- A height exception was granted as part of the original project approval and allowed the previous design to be constructed at a max height of 48-feet.
- A height exception may be granted by the appropriate authority per the 2003 Sacramento County Code Section 301-22.
- Height limits for commercial and industrial buildings may be increased to a maximum of 150 feet in commercial and industrial land zones, provided that buildings are set back from the right-of way line of all abutting streets a distance equal to the height of the building.
- The Applicant is requesting a 43'-4" building height and is showing measurements more than doubling that distance to the public right-of-way.

Height Exception



Height Exception



- The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning.
- The proposed project has been reviewed and determined to be in conformity with the existing zoning, community plan, or general plan policies that were reviewed in the original certified EIR for the Mather Field Special Planning Area and no further CEQA review or environmental review is required.

- Determine the project Exempt per Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning
- Adopt the Resolution for the Jackson Properties Major Design Review Amendment and Height Exception project no. PLND-0924-0110 subject to the findings, project plans Exhibit A and Conditions of Approval Exhibit B.

Questions???

MEMORANDUM



ITEM 12.1.

DATE: March 17, 2025
TO: Honorable Mayor and Council Members
FROM: Albert Stricker, Public Works Director
Drew Hart, Senior Transportation Planner
SUBJECT: **ACTIVE TRANSPORTATION PLAN PROJECT UPDATE**

RECOMMENDATION

Receive a presentation from staff on the Active Transportation Plan and provide direction on the vision statement and goals. Providing direction to staff would guide the development of the plan and focuses that align with City Council priorities.

RESULT OF RECOMMENDED ACTION

Staff will incorporate direction provided by City Council into the remainder of the Active Transportation Plan.

BACKGROUND

The City of Rancho Cordova Public Works Department received a grant from Caltrans to update the Pedestrian Master Plan (adopted 2011) and the Bicycle Master Plan (adopted 2016). Staff procured the support of the consulting team lead by Kittelson and Associates, and began the task of reviewing current city and regional plans, evaluating existing conditions, and engaging with the community.

Throughout Fall 2024, staff began engaging with the public in a few ways. In September, staff launched an online survey along with an interactive map soliciting feedback from residents about their experiences and ideas around walking and bicycling in Rancho Cordova. Throughout the fall, staff attended nine community events where they listened to feedback and invited more comments through the online survey. Focus groups were held with key stakeholders. The largest effort was a public workshop held at City Hall on October 15, 2024, along with the General Plan Update team. Over 150 people attended the workshop where they provided feedback on their vision for a more walkable and bikeable Rancho Cordova.

In total, staff listened to over 1,270 people in the city. Staff prepared a presentation to share with City Council the themes of the feedback and present a vision statement and accompanying goals which will direct the remainder of the Active Transportation Plan.

FISCAL IMPACT AND FUNDING SOURCE

There is no fiscal impact.

ATTACHMENT(S)

1. Presentation



Rancho Cordova Active Transportation Plan

Phase 1 Summary
Vision Statement & Goals

City Council Meeting | March 17, 2025



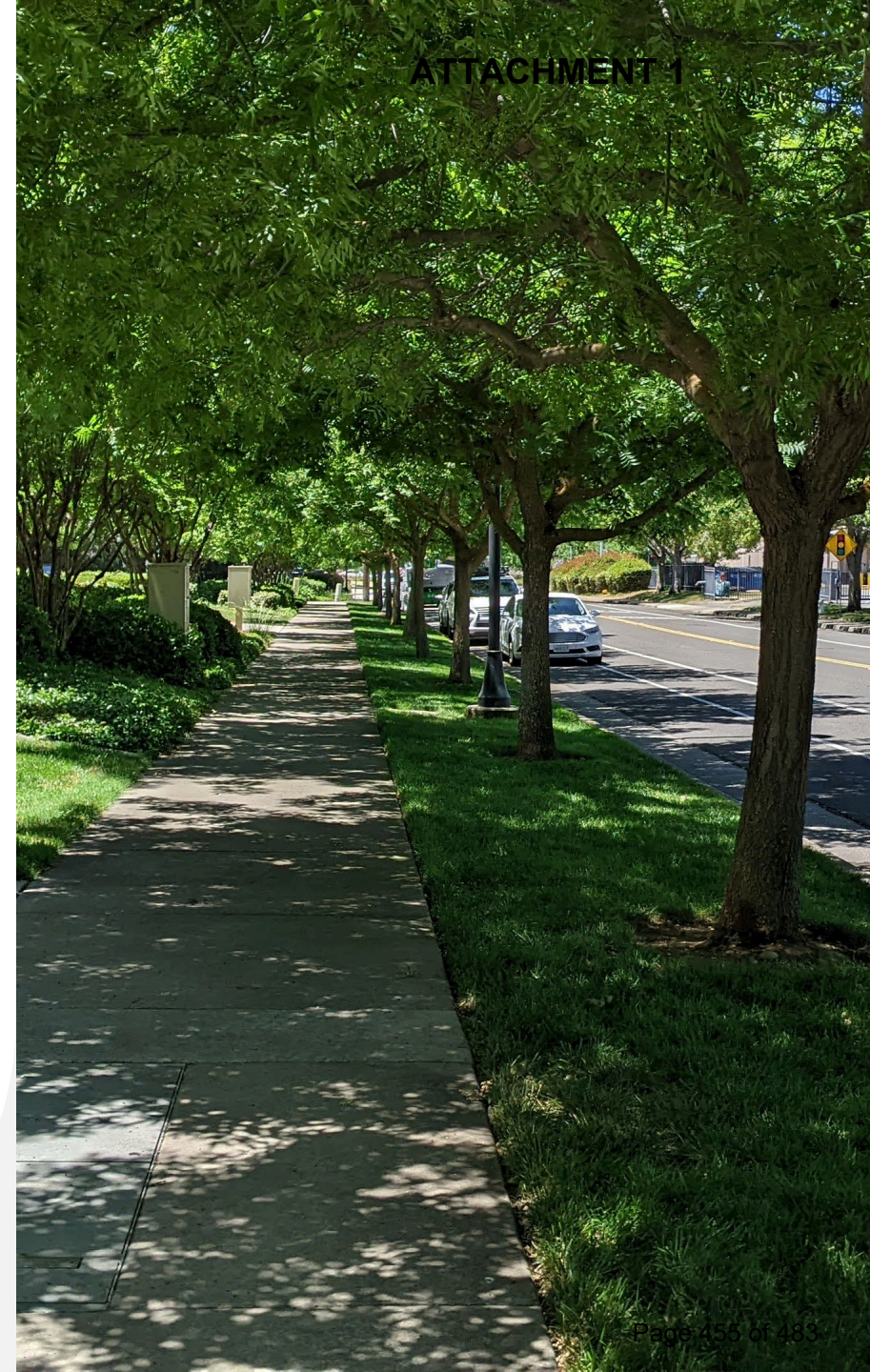
Overview

/ Highlights from Engagement & Listening

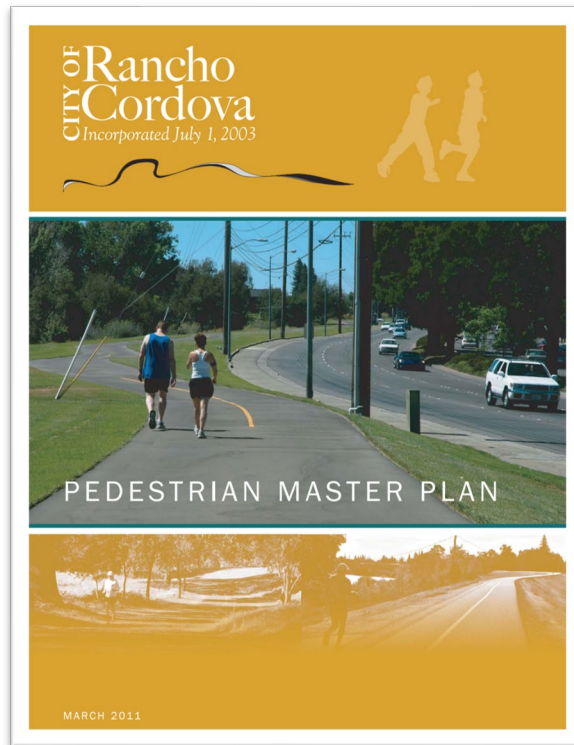
/ Themes we heard

/ Draft Vision Statement & Goals

/ Feedback from City Council



What is an Active Transportation Plan



A citywide masterplan that provides **project**, **policy**, and **program** recommendations and prioritization that support active transportation



Project Approach



Rancho Cordova Today

- Data inventory/analysis
- Peer agency review
- Understand destinations
- Assess how our system is currently performing

Community Engagement

1. Listen & Understand

What Is Our Active Transportation Network?

- Create vision for neighborhood and citywide networks
- Refine goals, policies, and programs

Community Engagement

2. What Can Be Done?

What Can Our Network Look Like?

- Identify gaps and needs within active transportation networks
- Evaluate projects and refine the networks

How Do We Make It Happen?

- Prioritize improvements
- Develop implementation plan and projects
- Identify grant opportunities

Community Engagement

3. Presenting the Plan

Highlights from Engagement & Listening

Phase 1: Listen First and
Understand



Highlights from Engagement & Listening

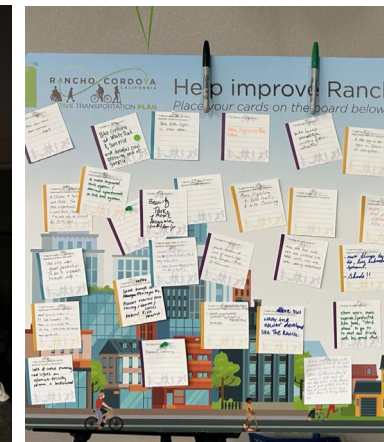
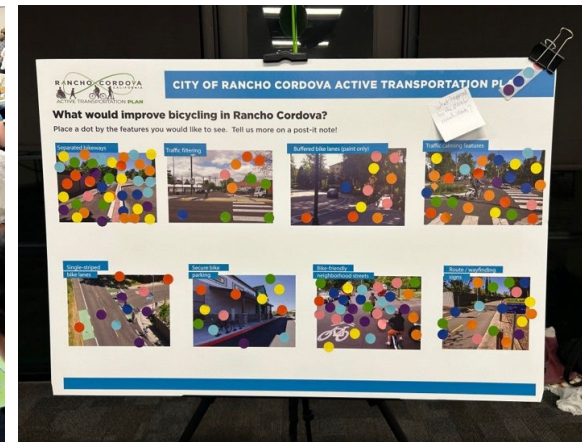


Community Pop-ups



Highlights from Engagement & Listening

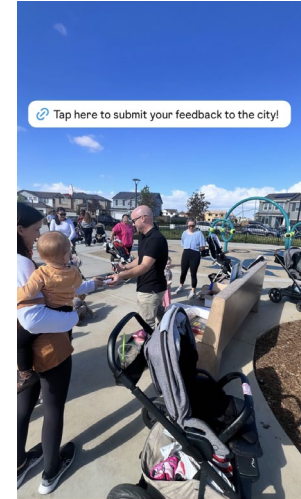
Workshop



Highlights from Engagement & Listening



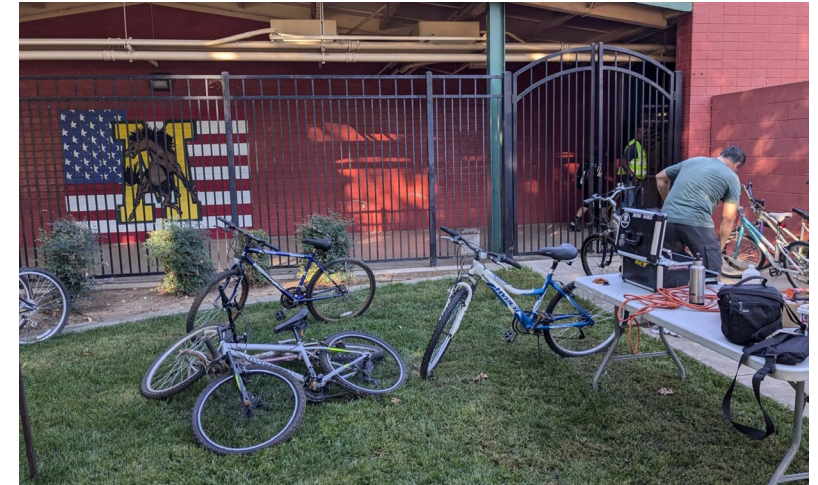
Walk Talk



Highlights from Engagement & Listening



Focus Groups



Highlights from Engagement & Listening



Online Survey



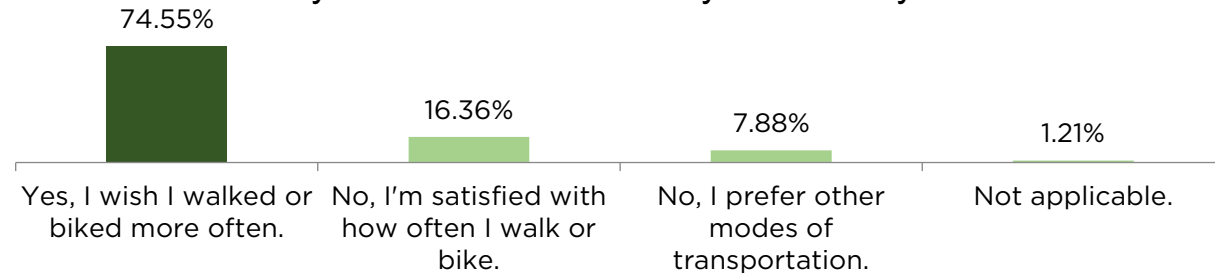
Themes We Heard



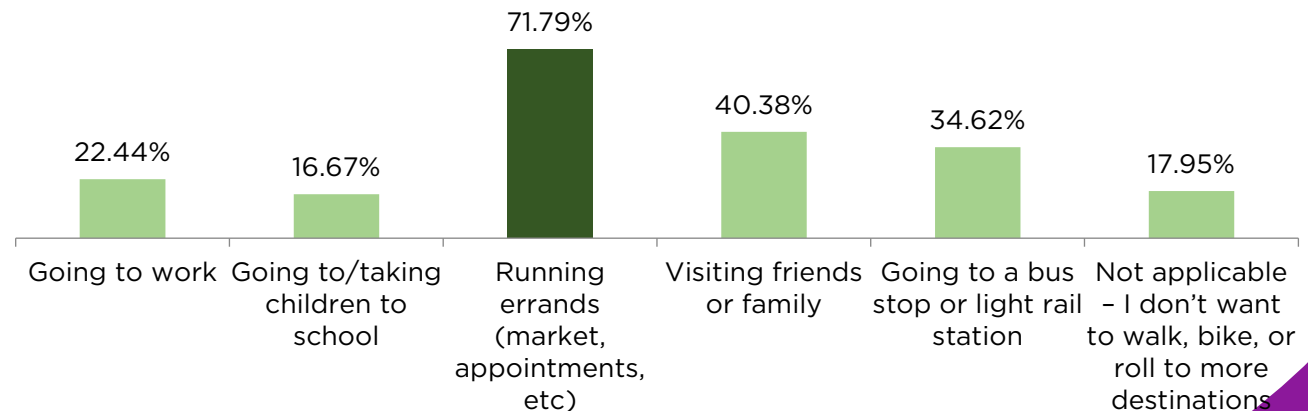
Themes We Heard

- Most people walk or bike only for recreation and drive for most trips
- Most people wished they walked or biked more
- Running errands is the trip most would like to take by foot or by bike

Do you wish you walked or biked more frequently for your daily tasks or errands than you currently do?



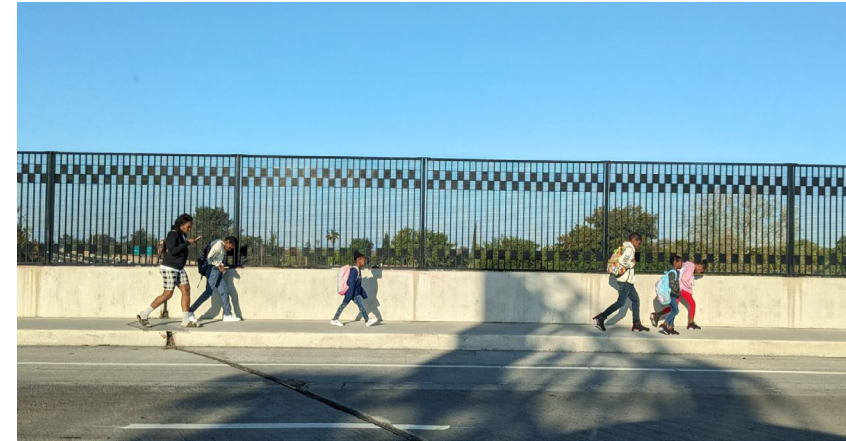
What places would you like to walk, bike, or roll to that you are not currently? (Select all that apply)



Themes We Heard

Top Barriers to Walking:

- Distances between destinations (59%)
- Fear of traffic collisions (47%)
- Poor sidewalk conditions (35%)
- Personal safety concerns (35%)



Top Barriers to Biking:

- Fear of traffic collisions (59%)
- Lack of bicycle infrastructure (50%)
- Lack of secure bike parking (34%)
- Personal safety concerns (30%)





Themes We Heard



Pedestrian Design Priorities:

- Better Wayfinding
- Wider Sidewalks
- Better crosswalks
- Safe routes to schools
- Lower vehicle speeds
- Sidewalk furnishings
- Median islands on bigger streets



Themes We Heard



Bicycle Design Considerations:

- Separated trails/bike lanes from roads
- Connectivity to light rail
- More bike parking
- Traffic calming features
- Improved wayfinding
- Lower vehicle speeds
- Regional trails connections



Themes We Heard

Safety:

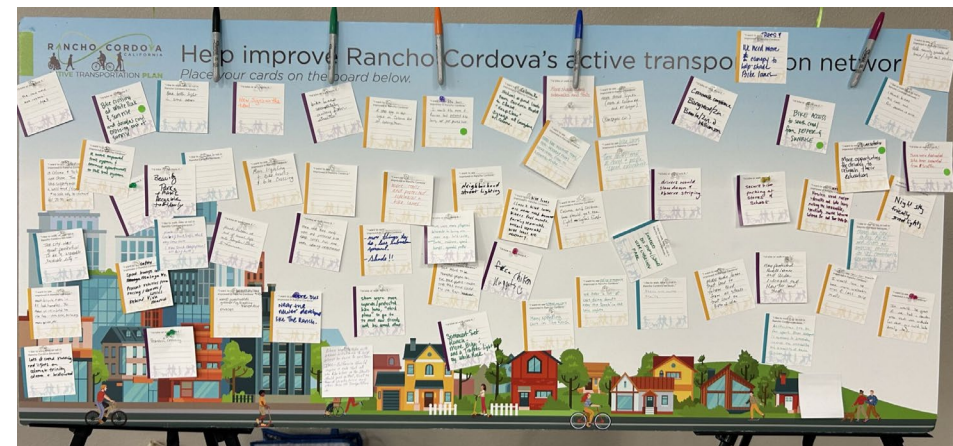
- Vehicle speeds
- Highway 50 as a major barrier
- Insufficient lighting on streets and trails
- Personal security

General Infrastructure Needs:

- Increased neighborhood connectivity
- Improved sidewalks
- Physically separated bike lanes
- Additional shade

Specific Locations Identified:

- Coloma Road corridor
- Douglas Road west of Sunrise
- Sunrise Boulevard crossings
- Bradshaw Road connections
- Light rail station access
- Highway 50 crossings



Draft Vision Statement & Goals



Vision Statement & Goals

Residents and visitors of the City of Rancho Cordova lead healthy and active lifestyles through safe, connected, and equitable routes as well as a culture that supports walking, biking, and rolling for everyone – whether for essential trips or for leisure and social activities.

SAFETY FIRST

Traveling on city streets and paths should not result in a loss of life

HEALTHY LIFESTYLES

Residents and visitors value their health and are free to incorporate active travel into their lives

JOYFUL CHOICES

Walking, biking, and rolling are joyful, practical, satisfying, and natural choices for trips around the city

DELIVER & MAINTAIN

The City views active transportation projects and their maintenance as essential to everyday life

Recommendation

Provide input on Vision Statement & Goals

Next Steps

- Publish Existing Conditions Report
- Level of Traffic Stress Analysis
- Public Engagement Phase 2 (*What Can Be Done?*) – April-May

Final Plan Adoption Spring 2026



MEMORANDUM



ITEM 12.2.

DATE: March 17, 2025
TO: Honorable Mayor and Council Members
FROM: Maria Kniestedt, Communications and Public Affairs Director
SUBJECT: CITY MASCOT DISCUSSION

RECOMMENDATION

Receive presentation and discuss options.

RESULT OF RECOMMENDED ACTION

Staff will proceed based on the preferred option chosen by the City Council.

BACKGROUND

As a result of a region-wide economic development visit to South Korea, City Council Members expressed interest in learning more about the development of a City Mascot and discussing the efficacy of such an effort. Staff conducted high-level research and will provide the City Council with background information on the strategy behind developing a mascot, as well as the potential process, staff time, and fiscal impact of pursuing a sub-brand.

FISCAL IMPACT AND FUNDING SOURCE

The estimated Fiscal Impact of a well-developed, strategic effort is \$1-\$1.5 million, plus 600 to 800 hours of staff time.

ATTACHMENT(S)

1. City Mascot Presentation

CITY MASCOT DISCUSSION



TONIGHT'S DISCUSSION



- Mascots 101



- The World of Mascots



- Considerations



- Questions & Discussion

MASCOT DEFINITION AND STRATEGY

Mascots Defined

- A mascot is a character used to represent an organization or product to build brand awareness and create an emotional connection with a target audience.

Mascot Strategy

- Build/Increase Brand (Organization) Awareness and Recall
- Create Emotional Connections with Brand
- Humanize Brand
- Make Brand More Relatable
- Drive Engagement with Target Audience
- Help Tell Brand Story in Unique Ways

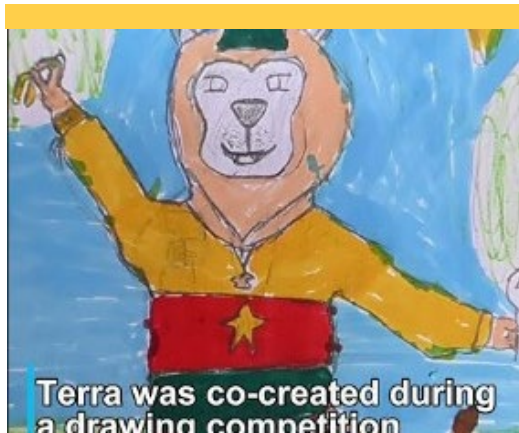
ITEM 2.2.



THE WORLD OF MASCOTS

- Product Mascots
- Team and College Mascots
- Special Initiative Mascots
- Travel and Tourism Mascots
- Promotional Mascots

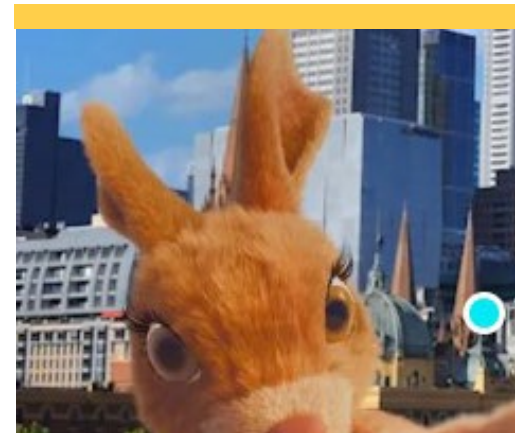
HOW ARE CITIES/LOCATIONS USING MASCOTS?



Special Initiatives:
UNICEF Cameroon's Terra, the lioness, teaches children about climate change



Sports Teams:
Kansas City Chiefs KC Wolf, iconic and elected into the National Mascot Hall of Fame



Travel & Tourism:
Ruby the Kangaroo from Tourism Australia for Australian cities



Promotional:
Joayong, the mascot in Yongin, Gyeonggi-do, South Korea, was unveiled in August 2024 by the Seoul Metropolitan Government

ITEM 12.2.

CREATING A CITY MASCOT SUB-BRAND

ATTACHMENT 1

Tasks	Team	Timing
Determine Strategy, Goals, Objectives and Measures	Council, Staff	30 days
Create RFP for Specialty Agency/Interviews/Hire Agency	Staff	120 days
Build and Execute Contract	Agency, Staff	30 days
Kick-off Planning Effort/Group Concepting	Agency, Council, Staff	60 days
Conduct Research	Agency, Council, Staff, Community	60 days
Design Development	Agency	60 days
Group Refinement/Test Options	Agency, Council, Staff, Community	120 days
Finalize Mascot	Agency, Council, Staff	60 days
Create Marketing Campaign/Launch	Agency, Staff	150 days + ongoing

Estimates

Staff Time:

600–800 hours

Costs:

\$1 — \$1.5 million

Time to launch:

20 months

CONSIDERATIONS

City's Strategic Focus Areas



**Grow Strong
Neighborhoods**



**Build Robust
Infrastructure**



**Lead
Community
Growth &
Innovation**



**Create Vibrant
Community and
Cultural Places**



**Promote
Organizational
Excellence**



CONSIDERATIONS

- **Purpose:** What is our why? Is it strategic?
- **Priorities:** Does it fit within current priorities?
- **Timing:** Is the time-to-launch acceptable?
- **ROI:** What is the return on investment?
- **Budget:** Is the investment worth the return?

OPTIONS & NEXT STEPS

- Conduct in-depth research and bring back at a later date
- Now is not the right time to pursue
- Other options

QUESTIONS & DISCUSSION

THANK YOU!